



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

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



Thursday ~ August 6, 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
2. Roll Call
3. Staff Comments:
4.
 - a. Mayor's Proclamation recognizing Jessica Huber
 - b. Mayor's Proclamation recognizing Teddy Roosevelt Chapter Order of DeMolay
5. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins

CONSENT AGENDA: ACTION

6. Approval of the minutes: July 16, 2015
7. A Resolution of the City of Leander, Texas approving the Interlocal Cooperation Contract DPS, Reprographics & Distribution Services with the Texas Department of Public Safety and authorizing the City Manager to execute the Contract
8. Dedication and Acceptance of Subdivision Infrastructure Improvements for Borho Phase 4
9. First Amendment to the Land Development Agreement between the City of Leander and Leander Independent School District

PUBLIC HEARING: ACTION

10. **Public Hearing** on Comprehensive Plan Amendment Case #15-CPA-005: Consider a Comprehensive Plan amendment requesting to add a Community Center Node located at the intersection of S. US Hwy 183 and County Glen to the Future Land Use Plan, which includes changing the land use mix to include 50% commercial uses within the proposed node, Leander, Williamson County, Texas
Applicant: James Knight on behalf of Robert Knight, Trustee

Action on Comprehensive Plan Amendment Case #15-CPA-005: Consider a Comprehensive Plan amendment requesting to add a Community Center Node located at the intersection of S. US Hwy 183 and County Glen to the Future Land Use Plan, which includes changing the land use mix to include 50% commercial uses within the proposed node, Leander, Williamson County, Texas

11. **Public Hearing** on Zoning Case #15-Z-015: Consider a zoning change for a parcel of land located to the south of the intersection of US 183 and the Union Pacific Railroad, and to the north of the southern city limits for 13.590 acres, more or less from SFU-2-B, Single Family Urban to GC-5-D, General Commercial, Leander, Williamson County, Texas

Applicant: James Knight on behalf of Robert Knight, Trustee

Action on Zoning Case #15-Z-015: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel of land located to the south of the intersection of US 183 and the Union Pacific Railroad, and to the north of the southern city limits for 13.590 acres, more or less from SFU-2-B, Single Family Urban to GC-5-D, General Commercial, Leander, Williamson County, Texas

12. **Public Hearing** on Comprehensive Plan Amendment Case #15-CPA-006: Consider a Comprehensive Plan amendment requesting to add a Community Center Node located at the intersection of Ronald W. Reagan Blvd. and the future Gabriel's Horn Road to the Future Land Use Plan, Leander, Williamson County, Texas

Applicant: Jones & Carter, Inc. on behalf of Pamela Christianson

Action on Comprehensive Plan Amendment Case #15-CPA-006: Consider a Comprehensive Plan amendment requesting to add a Community Center Node located at the intersection of Ronald W. Reagan Blvd. and the future Gabriel's Horn Road to the Future Land Use Plan, Leander, Williamson County, Texas

13. **Public Hearing** on Zoning Case #15-Z-014: Consider a zoning change for two parcels of land located at 18130 Ronald Reagan Blvd. for 58.675 acres, more or less, from Interim zoning SFR-1-B, Single Family Rural to SFC-2-A, Single Family Compact and LC-2-A, Local Commercial, Leander, Williamson County, Texas

Applicant: Jones & Carter, Inc. on behalf of Pamela Christianson

Action on Zoning Case #15-Z-014: amending Ordinance #05-018, the Composite Zoning Ordinance for two parcels of land located at 18130 Ronald Reagan Blvd. for 58.675 acres, more or less, from Interim zoning SFR-1-B, Single Family Rural to SFC-2-A, Single Family Compact and LC-2-A, Local Commercial, Leander, Williamson County, Texas

14. **Public Hearing** on Zoning Case #14-Z-034: Consider a zoning change for several parcels of land generally located to the north east of the intersection of CR 279 and Collaborative Way, to the north of Savanna Ranch Subdivision for 262 acres, more or less from Interim zoning of SFR-1-B, Single Family Rural to PUD, Planned Unit Development, Leander, Williamson County, Texas

Applicant: David Singleton on behalf of Deerbrooke Land Austin, LLC

Action on Zoning Case #14-Z-034: amending Ordinance #05-018, the Composite Zoning Ordinance for several parcels of land generally located to the north east of the intersection of CR 279 and Collaborative Way, to the north of Savanna Ranch Subdivision, Leander, Williamson County, Texas

REGULAR AGENDA

15. Consider recommendation and appointment to the Economic Development Committee
16. Consider appointment of Council Member to the Comprehensive Plan Steering Committee
17. Consider appointment of a Council Member to a CAMPO Steering Committee for a sub-regional Transportation Planning Study

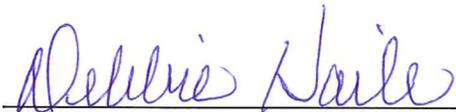
18. Consider a Resolution of the City Council of the City of Leander, Texas pertaining to the amended and restated Water Management Plan application filed with the Texas Commission on Environmental Quality by the Lower Colorado River Authority; Making Findings and Determinations relating thereto; and Declaring an Effective Date
19. Receive Water Supply Update and consider Implementing Twice-a-Week Outdoor Watering Schedule
20. First reading of an Ordinance of the City of Leander, Texas annexing 126.098 acres of land, more or less, known as the Bradley tract, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner, approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date
21. First reading of an Ordinance of the City of Leander, Texas annexing 13.8481 acres of land, more or less, known as the Ironwood tracts, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner, approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date
22. Discussion and possible action regarding the draft annexation service plan for the Falcon Oaks Area
23. Consider an Agreement between the City of Leander and the City of Liberty Hill Regarding the Extraterritorial Jurisdiction Release of the Caughfield Tract
24.
 - a. Consider a Development, ETJ Release, and Consent Agreement for the Caughfield Tract
 - b. Consider an Ordinance of the City of Leander, Texas giving consent to the creation of a municipal utility district on the Caughfield Tract
25. Consider Interlocal Agreement with Williamson County for the Construction of the Bagdad Heritage Trail
26. Consider Interlocal Cooperation Agreement between the City of Leander and Williamson County regarding widening of Bagdad Road from Old 2243 W North to CR 280
27. Consider Interlocal Cooperation Agreement between the City of Leander and Williamson County regarding widening of Hero Way, also known as Old 2243 W, from US 183 to Lakeline Blvd.
28. Consider Variance to Construction Noise Ordinance for NE Construction to allow for Early Morning Concrete Pours for the Village at Leander Station located on the corner of Hero Way and Mel Mathis Blvd.
29. Consider Award of Bid for the Utility Billing Customer Service Area Renovation Project to Majestic Services, Inc.
30. Consider Resolution approving the Brushy Creek Regional Utility Authority Proposed Annual Operating Budget for Fiscal Year 2015-16
31. Consider Authorization of Interlocal Cooperative Purchasing Agreement with the City of Austin
32. Consider Policy for Naming City Buildings & Facilities
33. Consider recommendation to the Williamson County Children's Advocacy Center for appointment to the Board of Directors
34. Council Members Closing Statements

EXECUTIVE SESSION

35. Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding legal issues related to the City's boundaries and future growth of the City
36. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the City's boundaries and future growth of the City
37. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations] Or 551.076 [deployment/implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas on the 31st day of July, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.



Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 4 a&b



Executive Summary

August 6, 2015

Agenda Subject: a. Mayor's Proclamation recognizing Jessica Huber
b. Mayor's Proclamation recognizing Teddy Roosevelt Chapter
Order of DeMolay

Background: Both of the above items are Mayoral Proclamations. Mayor Fielder will have the Proclamations at the council meeting.

Origination: Mayor Fielder

Recommendation: N/A

Attachments: N/A

Prepared by: Debbie Haile TRMC, City Secretary



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



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

Thursday ~ July 16, 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

5:15 pm – South San Gabriel River 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)*

Council left Pat Bryson Hall at 5:15 pm

Council returned to Pat Bryson Hall at 6:40 pm

7:00 pm

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**
2. Roll Call
All present
3. Staff Comments: Steve Bosak, Parks & Recreation Director – recap of Liberty Fest
Steve Bosak, Parks & Recreation Director gave a recap of Liberty Fest
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins.

**Michael Childers 2611 Running Wyld – President of Williamson County Amateur Radio Club
thanked the Council for the use of Devine Lake Park for their Field Day**

5. Recognition of Leander Fire Department Technical Rescue Team
**Chief Gardner, Fire Chief recognized the members of the Technical Rescue Team
Marty Herrin Chief of the Williamson County Hazmat Team thanked the team and presented
them with a signed picture of appreciation**

CONSENT AGENDA: ACTION

6. Approval of the minutes: July 2, 2015
7. Subdivision Case #14-TOD-CP-014: Leander Tract Concept Plan and Designation of Transect Zones for 11.2 acres, more or less, generally located to the north of Mel Mathis Avenue and

8. Dedication and Acceptance of Subdivision Infrastructure Improvements for Pecan Creek Phase 3
9. Agreement for Architectural and Engineering Services for Fire Station #4
10. Agreement for Construction Manager at Risk Services for Fire Station #4
11. A Resolution of the City of Leander, Texas Granting Consent to the Annexation and Exclusion of Land by Leander Municipal Utility Districts No. 1, 2, and 3
12. Consider renaming a portion of Quarry Ridge to Quarry Loop, generally located to the southwest of the intersection of Crystal Falls Parkway and First View, Leander, Williamson and Travis Counties, Texas
13. Consider the Release and Termination of a Public Utility Easement within the Palmera Ridge Development
14. Consider the Possible Release and Termination of a Drainage Easement within the JSL Commercial Investments Property

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

PUBLIC HEARING

15. **Second public hearing** on the proposed annexation of a certain area of land, known as the Bradley tract, 126.098 acres, more or less, tract of land located north of the South San Gabriel River and east of Ronald Reagan Blvd. in Williamson County, Texas
No speakers
16. **Second public hearing** on the proposed annexation of a certain area of land, known as the Ironwood tract, 13.8481 acres, more or less, generally located at the southeast corner of SH 29 and Ronald Reagan Blvd. in Williamson County, Texas
No speakers

PUBLIC HEARING: ACTION

17. **Public Hearing** on Zoning and Subdivision Cases 14-Z-014, 14-CP-007 & 14-PP-008: 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 Interim Zoning SFS-2-B, Single Family Suburban and Interim Zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development, Leander, Williamson County, Texas
Applicant: Darren Webber on behalf of DeWette Partners, LTD
Tom Yantis, Asst. City Manager explained

Rod Madden, representative for the owner explained the request
Brad Whittington with Whittington Group gave a presentation

Action on Zoning and Subdivision Cases 14-Z-014, 14-CP-007 & 14-PP-008: 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 Interim Zoning SFS-2-B, Single Family Suburban and Interim Zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development, Leander, Williamson County, Texas

Motion made by Mayor Pro Tem Navarrette to deny. Second by Council Member Shepherd. Motion passes to deny with Council Member Stephenson voting against the denial.

REGULAR AGENDA

8. Consider Award of Construction Contract for the City of Leander Street Rehabilitation 2015 Project
Pat Womack, Director of Public Works explained

Motion made by Council Member Stephenson to approve. Second by Council Member Seiler. Motion passes, all voting “aye”

19. Consider Interlocal Agreement between the City of Leander and Williamson County to rehabilitate County Road 290
Pat Womack, Director of Public Works explained

Motion made by Mayor Pro Tem Navarrette to approve with a not to exceed \$35,993.00. Second by Council Member Hill. Motion passes, all voting “aye”

20. Consider Award of Construction Contract for Ronald Reagan Waterline North, Phase 2 Project to Aaron Concrete Contractors, LP for \$1,214,279.00
Wayne Watts, City Engineer explained

Motion made by Council Member Stephenson to approve. Second by Council Member Seiler. Motion passes, all voting “aye”

21. Consider Task Order KFA-30 with K. Friese & Associates, Inc., for professional services for Kauffman Loop Elevated Storage Tank Design, Bidding, and Construction Phase Services
Wayne Watts, City Engineer explained

Motion made by Council Member Shepherd to approve. Second by Council Member Stephenson. Motion passes, all voting “aye”

22. Consider Task Order STE-2 with Smith Turrieta Engineering, Inc., for Professional Services for Design and Bidding Phases for the CR 269 and Hero Way 12-Inch Water Line Improvements Project
Wayne Watts, City Engineer explained

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

23. Consider Dedication of Right-of-Way from Leander Independent School District (LISD) for the Municipal Drive Roadway Improvements.
Wayne Watts, City Engineer explained

Motion made by Council Member Seiler to approve. Second by Council Member Hill. Motion passes, all voting “aye”

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

25. Adjournment
With there being no further business, the meeting adjourned at 8:00 pm.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

August, 6, 2015

**Council Agenda Subject: A Resolution Of The City Of Leander, Texas, (“City”)
Approving The Interlocal Cooperation Contract DPS, Reprographics &
Distribution Services With The Texas Department Of Public Safety And
Authorizing The City Manager To Execute The Contract**

Background: The Texas Department of Public Safety (TDPS) stocks forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. Buy approval of this Interlocal Cooperation Contract, the Leander Police Department will be able to take advantage of cost savings due to the TDPS buying these supplies in greater volume.

Origination: Greg Minton, Chief of Police

Financial Consideration: None

Recommendation: Staff recommends the approval of the inter-local agreement without any modifications.

Attachments: Interlocal Agreement

Prepared by: Debbie Haile, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, (“CITY”) APPROVING THE INTERLOCAL COOPERATION CONTRACT DPS, REPROGRAPHICS & DISTRIBUTION SERVICES WITH THE TEXAS DEPARTMENT OF PUBLIC SAFETY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT

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

SECTION 1. The City Council of the City of Leander hereby approves the Interlocal Cooperation Contract DPS, Reprographics & Distribution Services with the Texas Department of Public Safety and authorizes the City Manager to execute the Agreement.

SECTION 2. This resolution shall be effective immediately upon adoption.

SECTION 3. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

Resolved this the _____ day of _____, 2015.

ATTEST:

CITY OF LEANDER:

Debbie Haile, City Secretary

Mr. Christopher Fielder, Mayor

THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this Contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

PERFORMING AGENCY

Leander Police Department
Name of Agency

TEXAS DEPARTMENT OF PUBLIC SAFETY
Name of Agency

By: _____
Authorized Signature

By: _____
Authorized Signature

City Manager Kent Cagle
Title

Title

Date: 08/06/15

Date: _____



Executive Summary

August 6, 2015

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Borho Phase 4

Background: The subdivision infrastructure improvements required for Borho Phase 4 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 **August 6, 2015**, which will provide warranty and maintenance coverage for the infrastructure improvements through **August 6, 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

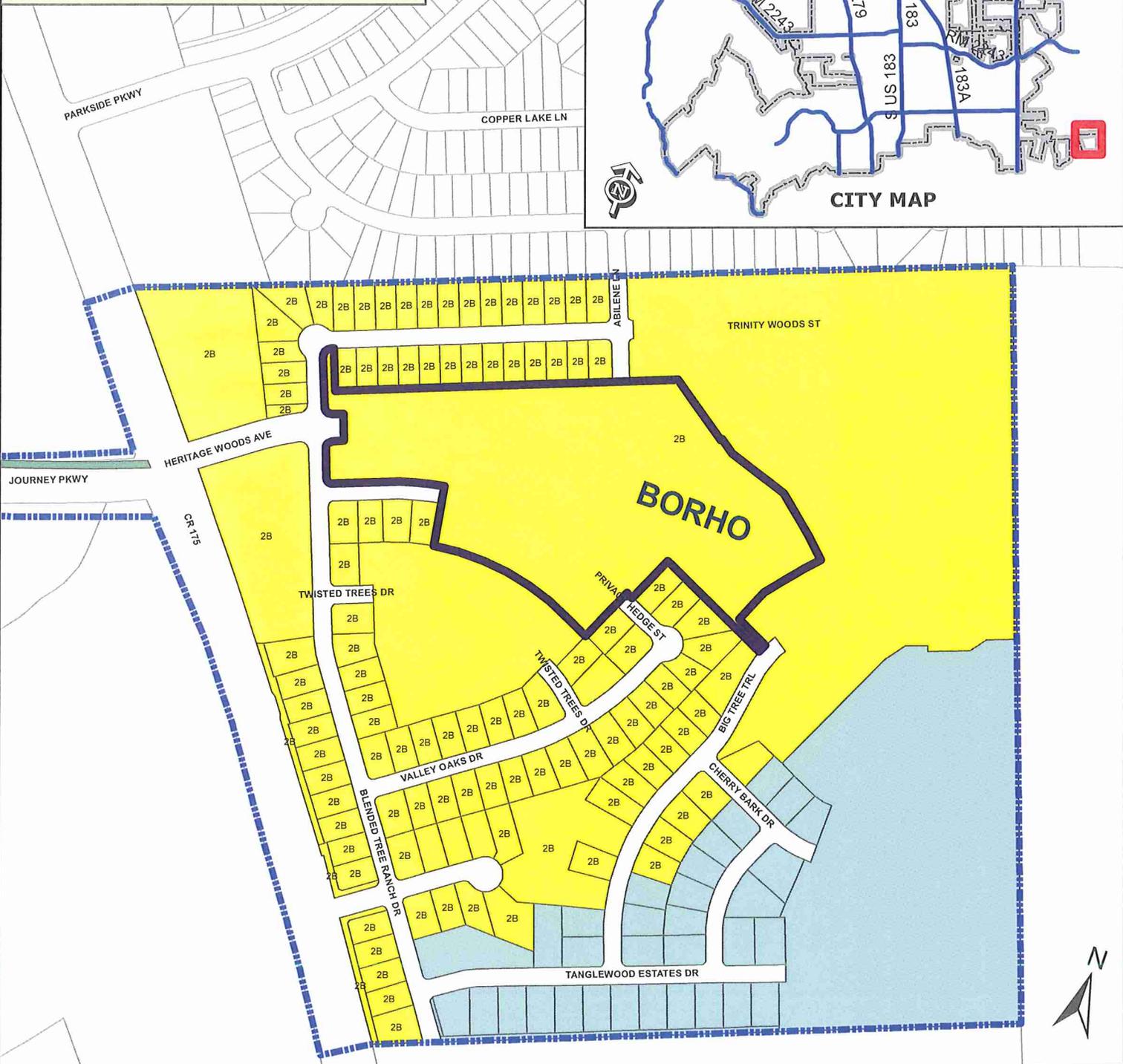
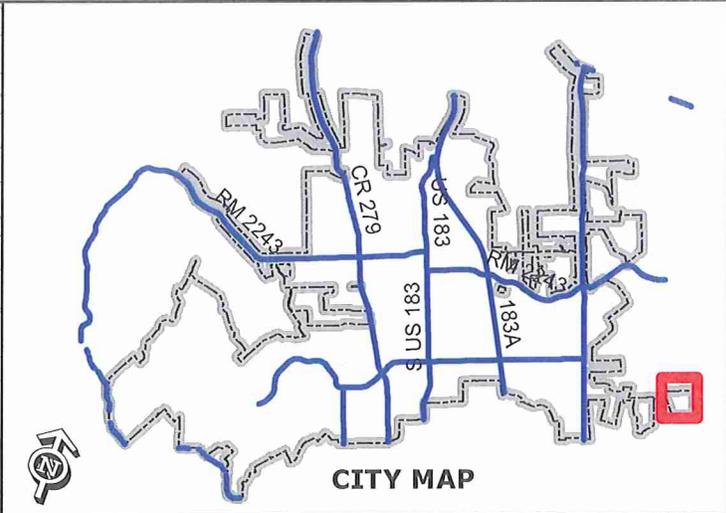
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Borho Phase 4.

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

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

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.



SUBDIVISION ACCEPTANCE

Location Map - Borho: 4

 Area For Acceptance	 PUD Commercial	 SFR	 SFT	 GC
 City Limits	 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	





ENGINEER'S CONCURRENCE
FOR
PROJECT ACCEPTANCE

PROJECT: Borho Phase 4
Street, Drainage, Water and Wastewater

Date: July 6, 2015

Owner's Name and Address

Consultant Engineer's Name and Address

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

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

On June 30, 2015, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.



(SEAL)

Signature

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

Typed Name

55253

Texas Registration No.



**Engineers
Inspectors
& Surveyors**

FIRM REG. #2487

4910 W Hwy 290
Austin, Texas 78735
512.328.6995
512.328.6996. Fax

Commercial and
Residential Engineering

- Structural
- Civil
- Mechanical
- Electrical
- Plumbing

Rehabilitation Designs

Property Condition
Inspections

Surveying

Texas Accessibility
Standards Compliance
Reviews & Inspections

Certified Code
Compliance Inspectors
& Plan Reviewers

Construction Consulting

Trails of Shady Oaks, Ph. 4 TAS Re-Inspection – No Violations
Transmittal Letter

July 1, 2015

Joe M. Copeland
Land Development Manager, Austin Division
Meritage Corporation
8920 Business Park Dr., Suite 350
Austin, Texas 78759

Re: BORPHO/ Trails of Shady Oaks, Phase 4 TAS Inspection

INSPECTION – NO VIOLATIONS

Dear Mr. Copeland,

On June 30, 2015 I inspected the curb ramps of the Trails of Shady Oaks, Phase 4, Leander, Texas, for compliance with the Texas Accessibility Standards. We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

Due to this project not subject to TDLR review, the inspection results will not be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. This is the Final Approval Letter for this phase of the project for the common pedestrian elements only. Future development of this project dictates inspection for TAS compliance after the sidewalks and driveway approaches have been installed.

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

Sincerely,

Richard Emerson
Registered Accessibility Specialist TDLR # 245

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that DNT Construction, LLC as Principal, whose address is 2300 Picadilly Rd., Round Rock, TX 78664 and The Hanover Insurance Company a Corporation organized under the laws of the State of NH, 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 Ninety Thousand Five Hundred Seventy Five and 39/00 Dollars (\$90,575.39) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed BORHO Phase 4

(insert description of subdivision improvements) (the “improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 6th day of July, 2015.

DNT Construction, LLC
Principal

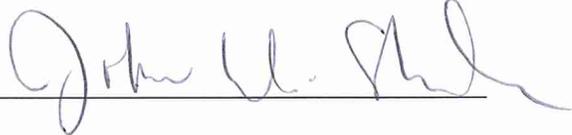
By: 

Title: Dean Tomme, President

Address: 2300 Picadilly Dr

Round Rock, TX 78664

The Hanover Insurance Company
Surety

By: 

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

Address: 440 Lincoln Street

Worcester, MA., 01615

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

John W. Schuler - Time Insurance Agency

1405 E. Riverside Dr., Austin, TX. 78741

(Seal)

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

POWERS OF ATTORNEY
CERTIFIED COPY

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

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

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

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

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

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

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



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

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

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



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

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

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 6th day of July 2015.

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

Glenn Margosian, Vice President



IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-608-8141

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

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

You may write the Texas Department of Insurance:

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

PREMIUM OR CLAIM DISPUTES:

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

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

1-800-608-8141

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

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

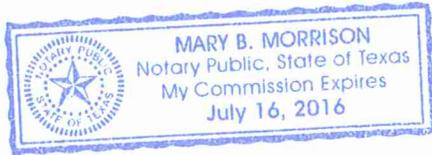
UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

STATE OF TEXAS :
:
COUNTY OF Travis :

BEFORE ME the undersigned authority on this day personally appeared Dean Tomme, 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 10 July 2015

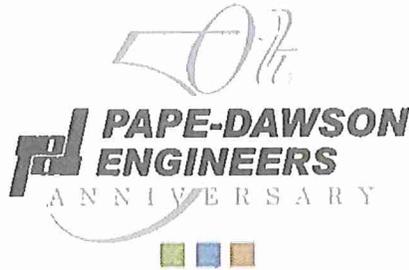
[S E A L]



Mary Morrison
Notary in and for the State of Texas

Name: Mary Morrison

My commission expires: July 16, 2016



July 13, 2015

Michael O'Neal
 Engineering Department
 City of Leander
 200 W. Willis St.
 Leander, Texas 78646

RE: Borho Phase 4 - Inspection Fees

Dear Mr. O'Neal:

As part of the subdivision improvements acceptance process, inspection fees shall be checked to determine if there was an under or over payment. The inspection fees were paid prior to construction based on our Engineer's Opinion of Probable Cost (OPC). The inspection fees have now been re-calculated based on the Contractor's final pay application. The following is a summary of the inspection fee comparison:

	Estimated Cost	Fee %	Fees Paid	Final Cost	Fee %	Fees Required	Settle-Up Amount
Construction Improvements	\$1,036,457	3.5%	\$36,276	\$905,754	3.5%	\$31,702	-\$4,574
						Balance Due	-\$4,574

Based on the above comparison Meritage overpay \$4,574.
 If acceptable, Meritage would like to get reimburse for the \$4,574.

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

Sincerely,
 Pape-Dawson Engineers, Inc.
 Texas Board of Professional Engineers, Firm Registration #470

Juan Brizuela
 Juan Brizuela, P.E.
 Project Manager



H:\projects\507\51\54\970 Construction Administration\Borho Phase 4 - Inspection Fee Settle Up Letter.doc



Executive Summary

August 6, 2015

Subject: Consideration of the First Amendment to the Land Development Agreement between the City of Leander and Leander Independent School District.

Background: On June 4, 2015 the City Council authorized staff to work with LISD to draft an amendment to the Land Development Agreement to allow LISD to utilize black, vinyl-coated, chain-link fencing in lieu of decorative wrought iron fencing anywhere fencing is required on an LISD site. The attached amendment implements that direction.

Financial Consideration: None

Recommendation: Staff recommends approval of the amendment

Attachments: First Amendment to the Land Development Agreement

Prepared by: Tom Yantis, Assistant City Manager

7/29/2015

**FIRST AMENDMENT TO
LAND DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO LAND DEVELOPMENT AGREEMENT (this "**Amendment**") is made by and between the **CITY OF LEANDER** ("**City**") and **LEANDER INDEPENDENT SCHOOL DISTRICT** ("**District**"), on the date of the last to sign below.

RECITALS:

- A. City and District entered into that certain Land Development Agreement dated October 18, 2007 (the "**Agreement**").
- B. City and District desire to amend the Agreement.
- C. All capitalized terms used in this Amendment shall have the meanings given to them in the Agreement, unless otherwise defined herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, City and District hereby amend the Agreement as follows:

- 1. A new paragraph 3.18 is added to the Agreement as follows:

3.18 Fencing. Notwithstanding Article VI, Section 7-b-4 of the City's Composite Zoning Ordinance (as such may be amended from time to time), or other City ordinances requiring a certain type or material of fencing, the District shall be entitled to use vinyl coated chain link fence for all fencing needs (including without limitation, perimeter fences, detention/water quality ponds, and playfield fences). The color of such fencing shall be black, unless a different color is approved in writing by the City Manager or his designee.
- 2. This Amendment shall be effective immediately, and shall also apply to any of the District's projects currently under construction (including Camacho Elementary and Glenn High School.)
- 3. Except as modified by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, City and District have executed and delivered this Amendment to be Effective on the date of the last to sign.

CITY:

CITY OF LEANDER

By: _____
Christopher Fielder, Mayor _____
Date

DISTRICT:

LEANDER INDEPENDENT SCHOOL DISTRICT

By: _____
Will Streit, Board President _____
Date



Executive Summary

August 06, 2015

Agenda Subject: Comprehensive Plan Amendment Case 15-CPA-005: Hold a public hearing and consider action on a comprehensive plan amendment requesting to add a Community Center Node located at the intersection of S US 183 and County Glen to the Future Land Use Plan. In addition, the request includes changing the land use mix to include 50% commercial uses within this proposed node; Leander, Williamson County, Texas.

Background: A Comprehensive Plan Amendment is required for the applicant to request a change to the Future Land Use Plan. This request is the final step in the Comprehensive Plan Amendment process.

Origination: Applicant: James Knight on behalf of Robert Knight, Trustee.

Financial Consideration: None

Recommendation: The Planning & Zoning Commission unanimously recommended denial at the July 23, 2015 meeting.

Attachments:

1. Planning Analysis
2. Current Node Plan
3. Proposed Node Plan
4. Letter of Intent
5. Ordinance
6. Minutes–Planning & Zoning Commission July 23, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager

07/28/2015



PLANNING ANALYSIS

COMPREHENSIVE PLAN AMENDMENT CASE 15-CPA-005

FUTURE LAND USE PLAN AMENDMENT

GENERAL INFORMATION

Origination: Applicant: James Knight on behalf of Robert Knight

Proposal: The applicant is proposing to amend the Future Land Use Plan by adding a Community Center Node located at the intersection of S US 183 and County Glen to the Future Land Use Plan. In addition, the request includes changing the land use mix to include 50% commercial uses within this proposed node; Leander, Williamson County, Texas.

Staff Contact: Martin Siwek, AICP, GISP
Planner

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Provide for the coordinated and diverse growth and physical expansion of the City of Leander.

ANALYSIS:

The Future Land Use Plan and Map were adopted by the City Council on August 7, 2014. These documents serve as a guide for staff, the Planning & Zoning Commission, and City Council in determining appropriate zoning districts and land use concept plans for properties within the City Limits and ETJ. The guiding principal of the Future Land Use Plan is the protection of the value of single-family neighborhoods through the concentration of mixed use activity centers at major transportation intersections. This principle provides for the separation of incompatible uses while also providing easy access for pedestrians, bicyclists and motorists to areas of retail and commercial development that serve the neighborhood, community and regional needs.

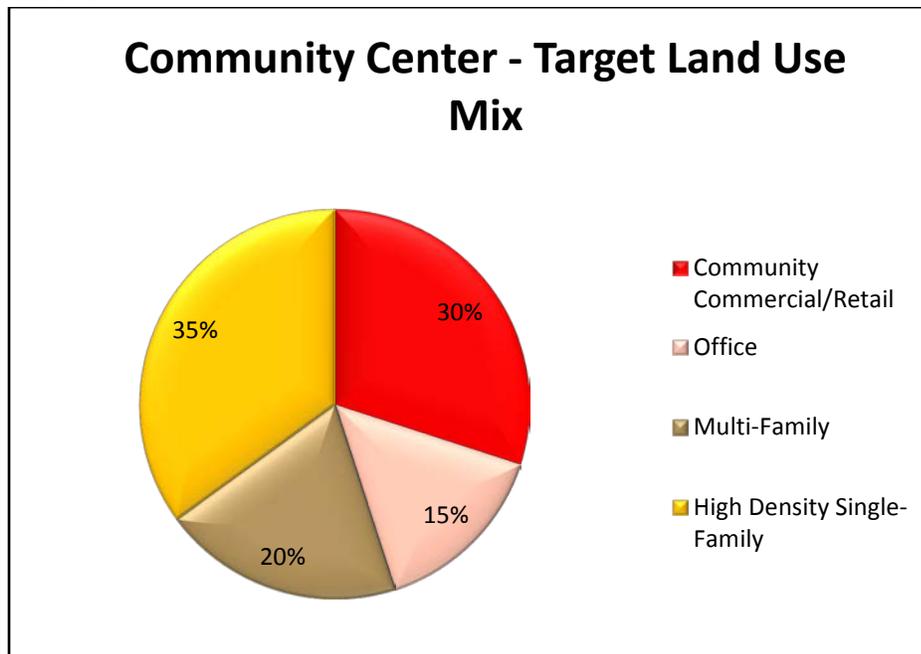
The Future Land Use Map calls for nodes to be located at the intersections of arterial and collector class roadways. The plan calls for a higher concentration of mixed use activity center within these nodes in order to discourage strip commercial development. The applicant is proposing to locate a Community Center Node at the intersection of S. US 183 and County Glen.

Each node provides several categories of land use with the intent to integrate land uses that make efficient use of the infrastructure systems, while protecting sensitive land and providing a system of open space and parks. The plan encourages mixed use development in the activity center in order to provide services to neighborhoods as well as the community.

The Community Center 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 the Community Center Node should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods. The applicant is also requesting to reappportion the percentages of target land use mixes to permit 50% of the node to be comprised of commercial uses.

The Future Land Use Plan provides for Community Center Nodes to be comprised of target land use mixes as illustrated in Chart 1.

Chart 1:



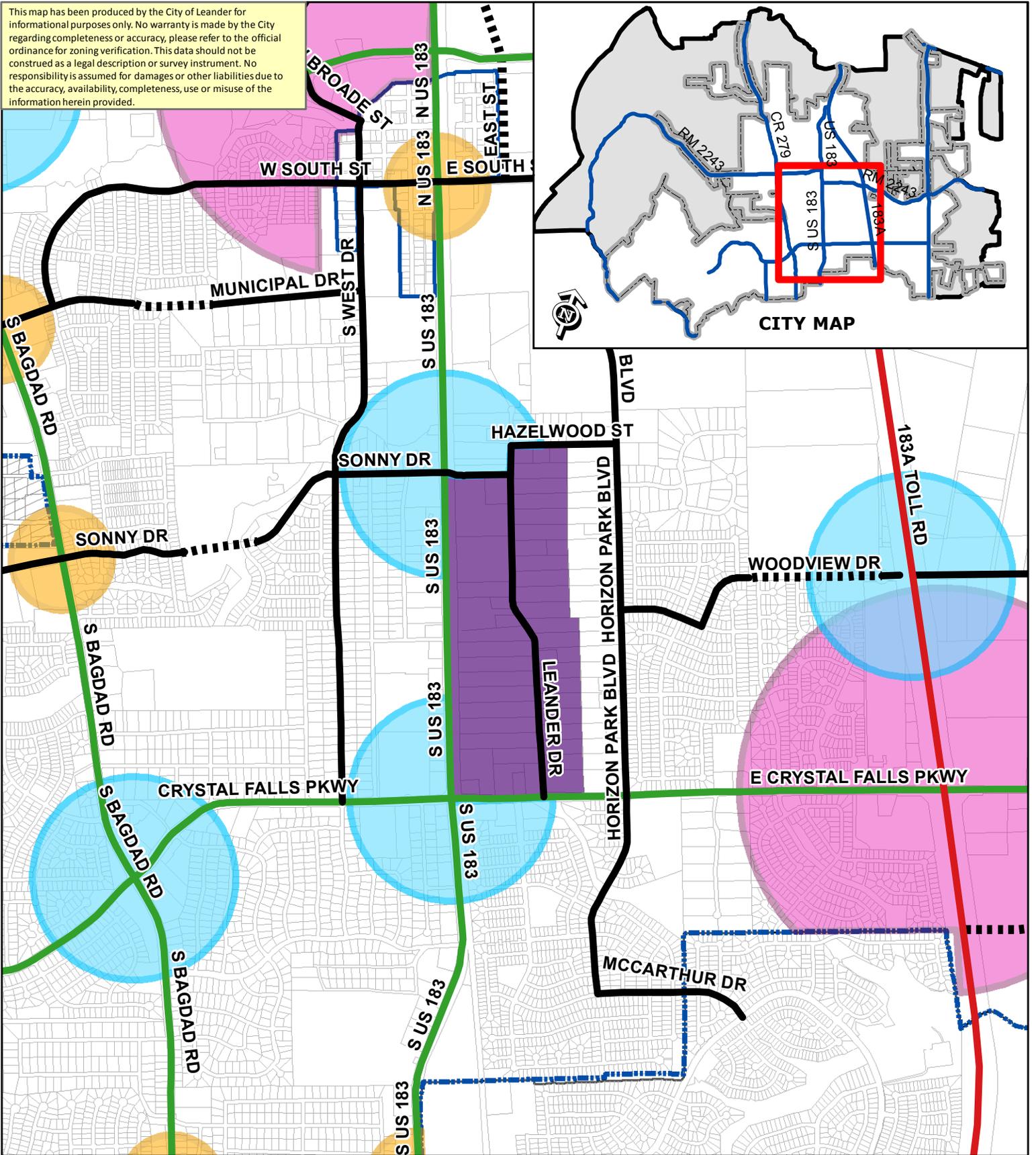
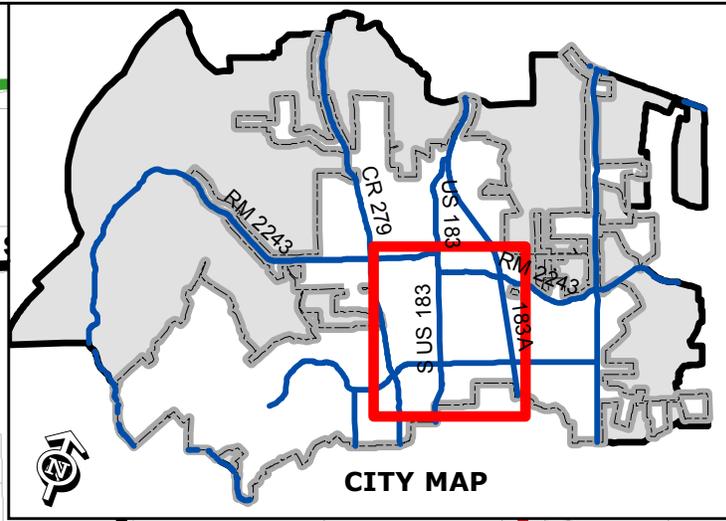
The applicant's request to increase the Community Commercial/Retail target land use mix for the Community Center Node from thirty percent (30%) to fifty percent (50%) would necessitate the reduction in other target land use mixes that are provided within this node.

STAFF RECOMMENDATION:

Staff recommends denial of the proposed request to provide an additional Community Center Node at the intersection of S. US 183 and County Glen. The proposed node would be located at the intersection of an arterial and residential collector class street, and the Future Land Use Plan

calls for these nodes to be located at the intersection of arterial and collector class streets. However, County Glen is not built to collector class standards and would be inadequate to support a Community Center Node. Additionally, the proposed location of this node would be too close in proximity to an existing Community Center Node, which is located at Crystal Falls Pkwy and S. US 183. These nodes are intended to serve the neighborhood by providing a mixture of uses that serve as a transition between the neighborhood and the center of the node, and this proposal would instead decrease the transitional area between residential and commercial class uses. The proposed intersection of roadways as stated in the Future Land Use Plan are the appropriate locations for mixed use development with the highest density concentrated at the center of the node, and the placement of the Community Center Node at the intersection of an arterial and residential collector class streets would be inappropriate.

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.



COMP PLAN 15-CPA-005

Attachment #2

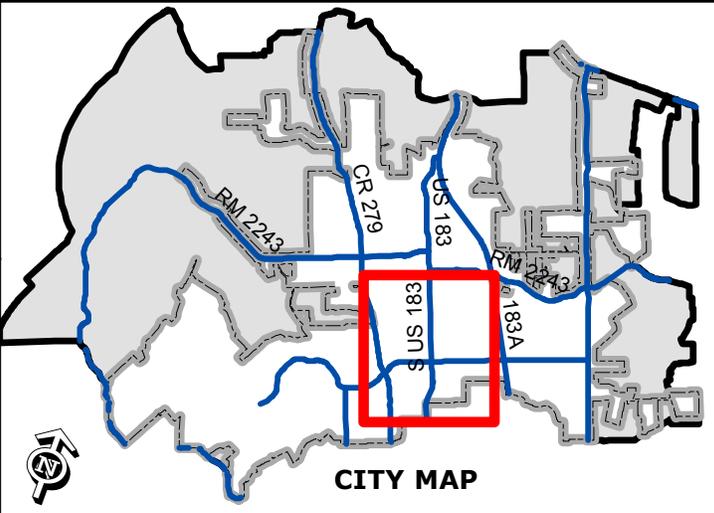
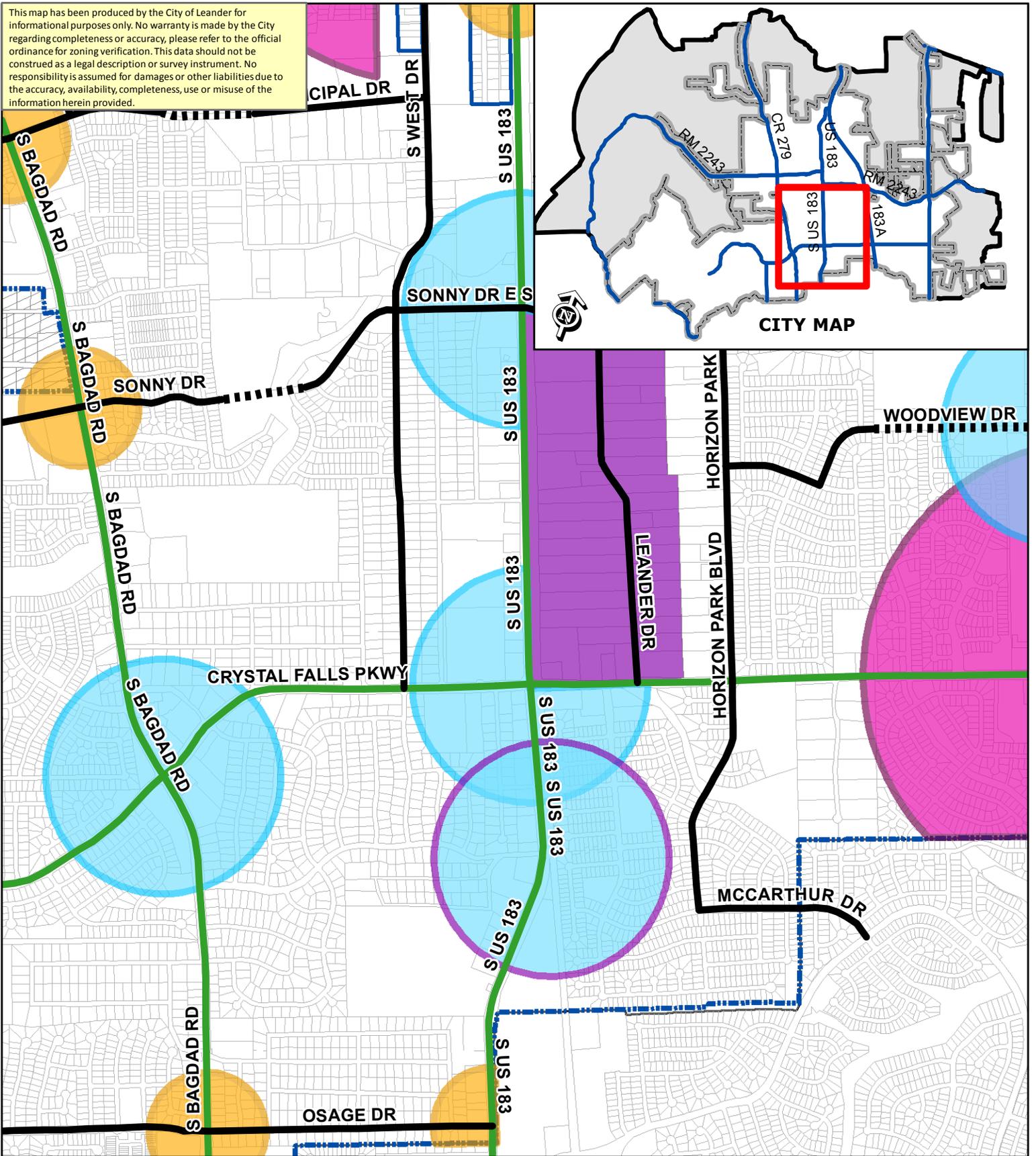
S. US 183 & County Glen
Current Future Land Use Plan

- Toll Road
- Arterial
- Collector
- - - - Arterial
- - - - Collector
- City Limits
- Industrial
- Neighborhood Center Node
- Community Center Node
- Town Center Node



0 400
Feet

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COMP PLAN 15-CPA-005

Attachment #3

S. US 183 & County Glen
Proposed Future Land Use Plan

- Toll Road
- Arterial
- Collector
- Arterial
- Collector
- City Limits
- Industrial
- Town Center Node
- Neighborhood Center Node
- Community Center Node
- Proposed Node



KNIGHT REAL ESTATE CORPORATION

307 EAST SECOND STREET
AUSTIN, TEXAS 78701
512/472-1800 FAX 512/472-1999
www.knightrealestate.com

June 25, 2015

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

***Re: Letter of Intent for Amendment of the Comprehensive Plan of 13.59
Acre Knight Tract R031782***

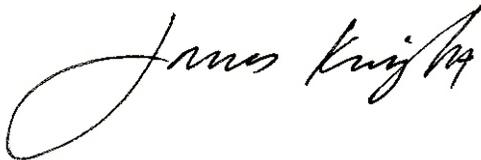
To Whom It May Concern:

On behalf of Robert Knight, Trustee, we are submitting this Comprehensive Plan Amendment application for your consideration. The owners have owned this property for over 30 years and are seeking the rezoning of their property in order to facilitate a sale for development.

The property is currently shown on the Comprehensive Plan as a residential district, and owners are seeking to reclassify this property as a Community Center Node in order to accommodate more appropriate commercial uses consistent with its location fronting on US 183 N on the west and the railroad tracks on the east. We are also requesting that the percentage of commercial be increased to 50% in this node to accommodate this development with the commercial that already exists.

I appreciate the opportunity to submit this application. If there are any questions, comments or concerns, please do not hesitate to contact me. Thank you.

Sincerely,

A handwritten signature in black ink that reads "James Knight". The signature is written in a cursive style with a large, looping initial "J".

James Knight, CCIM, CPM

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE FUTURE LAND USE PLAN SET FORTH IN THE COMPREHENSIVE PLAN; PROVIDING FOR RELATED MATTERS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, it is necessary and reasonable for the public health, safety, morals, and welfare of the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) to provide for and maintain a comprehensive plan for the City in accordance with the City Charter and Chapters 211 and 213 of the Texas Local Government Code;

WHEREAS, the City Council adopted the Future Land Use Plan set forth in the Comprehensive Plan by Ordinance No. 14-044-00;

WHEREAS, the City Council finds that the adoption of the amendments to the Future Land Use Plan herein promote the public health, safety, morals, and welfare and provide for the orderly development of the City; and

WHEREAS, after review, inquiry and the opportunity for citizen participation at one or more public hearings and review and recommendation by the Planning and Zoning Commission, the City Council approves the amendments to the Comprehensive Plan hereinafter set forth;

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. Comprehensive Plan. The City Council hereby adopts the amendment to the Future Land Use Plan that is attached hereto as Exhibit A. The Future Land Plan, as amended, shall be kept in the office of the City Secretary and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan, as amended. The City may amend the Comprehensive Plan in the discretion of the City Council in accordance with the City Charter and state law to plan for the changing plans of the City.

Section 3. Amendment of Conflicting Ordinances. The City of Leander Future Land Use Plan previously adopted by Ordinance No. 14-044-00 is hereby amended to the extent of any conflict with Exhibit A. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this

Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

Section 4. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 5. 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 6th day of August, 2015.

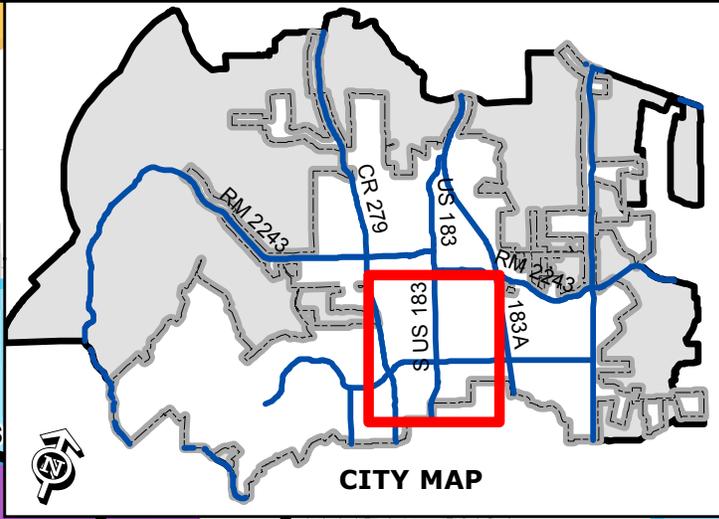
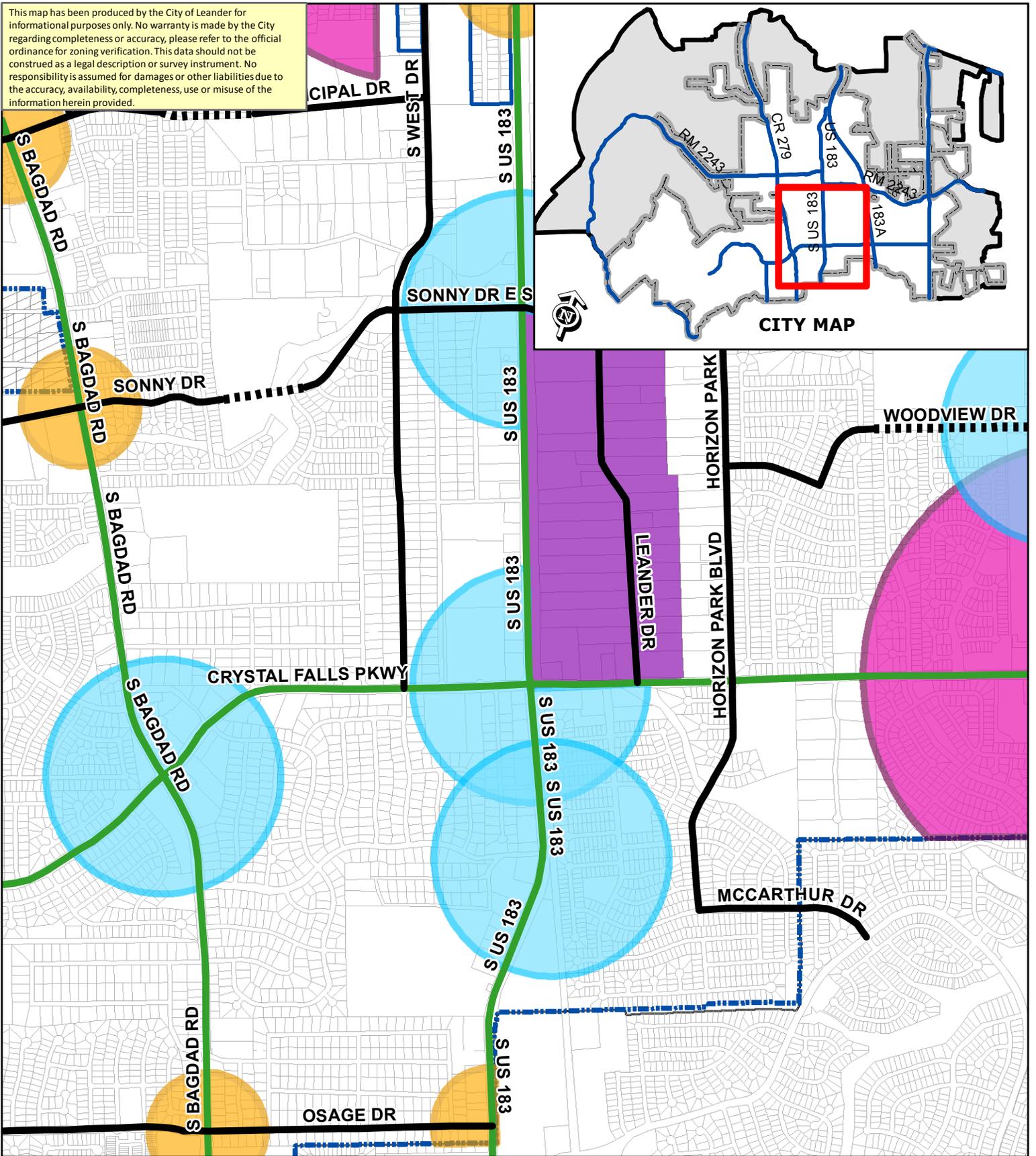
ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

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.



COMP PLAN 15-CPA-005

Exhibit A

S. US 183 & County Glen
Future Land Use Plan

- Toll Road
- Arterial
- Collector
- - - Arterial
- - - Collector
- City Limits
- Industrial
- Town Center Node
- Neighborhood Center Node
- Community Center Node
- Proposed Node



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

Some discussion took place.

f) Consider Action

**Commissioner Hines moved to approve with staff recommendation,
Commissioner Wixson seconded the motion. Motion passed unanimously.**

12. **Comprehensive Plan Amendment Case 15-CPA-005**: Hold a public hearing and consider action on a comprehensive plan amendment requesting to add a Community Center Node located at the intersection of S US 183 and County Glen to the Future Land Use Plan. In addition, the request includes changing the land use mix to include 50% commercial uses within this proposed node; Leander, Williamson County, Texas. Applicant: James Knight on behalf of Robert Knight, Trustee.

a) Staff Presentation

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

b) Applicant Presentation

Dan Appling was present for 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 was delayed until Item 13 was presented.

f) Consider Action

Commissioner Wixson made a motion to table Item 12 and move to Item 13 since the applicant is presenting both items and the cases are associated.

After hearing the presentation from the applicant on Item 13, Chairman Sokol brought Item 12 back for action by the Commission.

Commissioner Anderson moved to deny the request, Vice Chair Allen seconded the motion. Motion passed unanimously.



Executive Summary

August 06, 2015

Agenda Subject: Zoning Case 15-Z-015: Hold a public hearing and consider action on the rezoning of a parcel of land located to the south of the intersection of US 183 and the Union Pacific Railroad, and to the north of the southern city limits; 13.590 acres more or less; WCAD Parcel R031782. Currently, the property is zoned SFU-2-B (Single Family Urban). The applicant is proposing to zone the property to GC-5-D (General Commercial), Leander, Williamson County, Texas.

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

Origination: Applicant: James Knight on behalf of Robert Knight, Trustee.

Financial Consideration: None

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

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Proposed Zoning Map
5. Letter of Intent
6. Ordinance
7. Minutes–Planning & Zoning Commission July 23, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager

07/10/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-015

Leander Commercial

GENERAL INFORMATION

Owner: Robert Knight

Current Zoning: SFU-2-B (Single-Family Urban)

Proposed Zoning: GC-5-D (General Commercial)

Size and Location: The property is generally located south of the intersection of US 183 and Union Pacific Railroad and is 13.590 acres more or less.

Staff Contact: Martin Siwek, AICP, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	GC-3-C SFC-2-B	Developed Commercial Established Single Family Neighborhood (Horizon Park)
EAST	SFC-2-B	Established Single Family Neighborhood (Horizon Park)
SOUTH	OCL	Vacant Property
WEST	GC-3-C	Developed Commercially Zoned Property: Texas Pawn & Jewlery, Inspection Station, Zero Gravity Undeveloped Commercially Zoned Property

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

SFU – SINGLE FAMILY URBAN:

Features: 7,200 sq. ft. lot min.; 1,200 sq. ft. living area min.

Intent: Development of single-family detached dwellings on moderate urban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with moderate lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods.

GC – GENERAL COMMERCIAL:

Features: Any use in LC plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 sq. ft.

Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT:

TYPE 5 (non-residential only):

Features: Accessory buildings; drive-thru service; outdoor fueling and washing of vehicles; overhead service doors; maximum outdoor display and storage; outdoor entertainment venues and animal boarding.

Intent:

- (1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.
- (2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, HC or HI use components.
- (3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.

ARCHITECTURAL COMPONENTS:

TYPE D (non-residential only):

Features: 35% masonry (60% street facing); metal siding for remainder not facing a street; 2 or more architectural features.

Intent:

- (1) This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, HC or HI use components.
- (2) This component is not intended to be utilized with the majority of GC districts.

- (3) This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

COMPREHENSIVE PLAN STATEMENTS:

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

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

ANALYSIS:

The applicant is requesting to rezone the property from SFU-2-B (Single-Family Urban) to GC-5-D (General Commercial). The properties to the northeast are established single family homes of the Horizon Park Subdivision, and the properties to the northwest are developed commercial properties. The properties to the immediate east are also established single family homes of the Horizon Park Subdivision, and the properties to the immediate west are also developed commercial properties. The property adjacent and to south of this parcel is outside the City limits and is vacant.

The applicant is requesting to rezone the property from SFU-2-B to GC-5-D. This case is associated with an application to amend the City’s Comprehensive Plan to site a Community Center Node at the intersection of County Glen and S US 183 (Comprehensive Plan Amendment case 15-CPA-005).

The present Use Component of SFU only permits residential uses, and the applicant is seeking to rezone the property to a GC Use Component. The intent statements of the GC Use Component note that it should be located along arterial streets with the heaviest concentration being located at intersections of arterial streets. This use component permits new vehicle and major equipment sales, retail sales of goods and services, office / warehouse including painting and plumbing, manufactured housing sales, and bars and night clubs.

The property’s current Site Component is Type 2; which is intended to be utilized primarily for residential developments or non-residential developments that are adjacent to a residential district. The Type 5 site component requested by the applicant is intended to be utilized with developments that have intense outdoor site requirements and need to utilize the outdoor site area for maximum outdoor display, storage, and accessory buildings. Table 1 below briefly summarizes the site standards for the Type 2 and Type 5 Site Component.

Table 1:

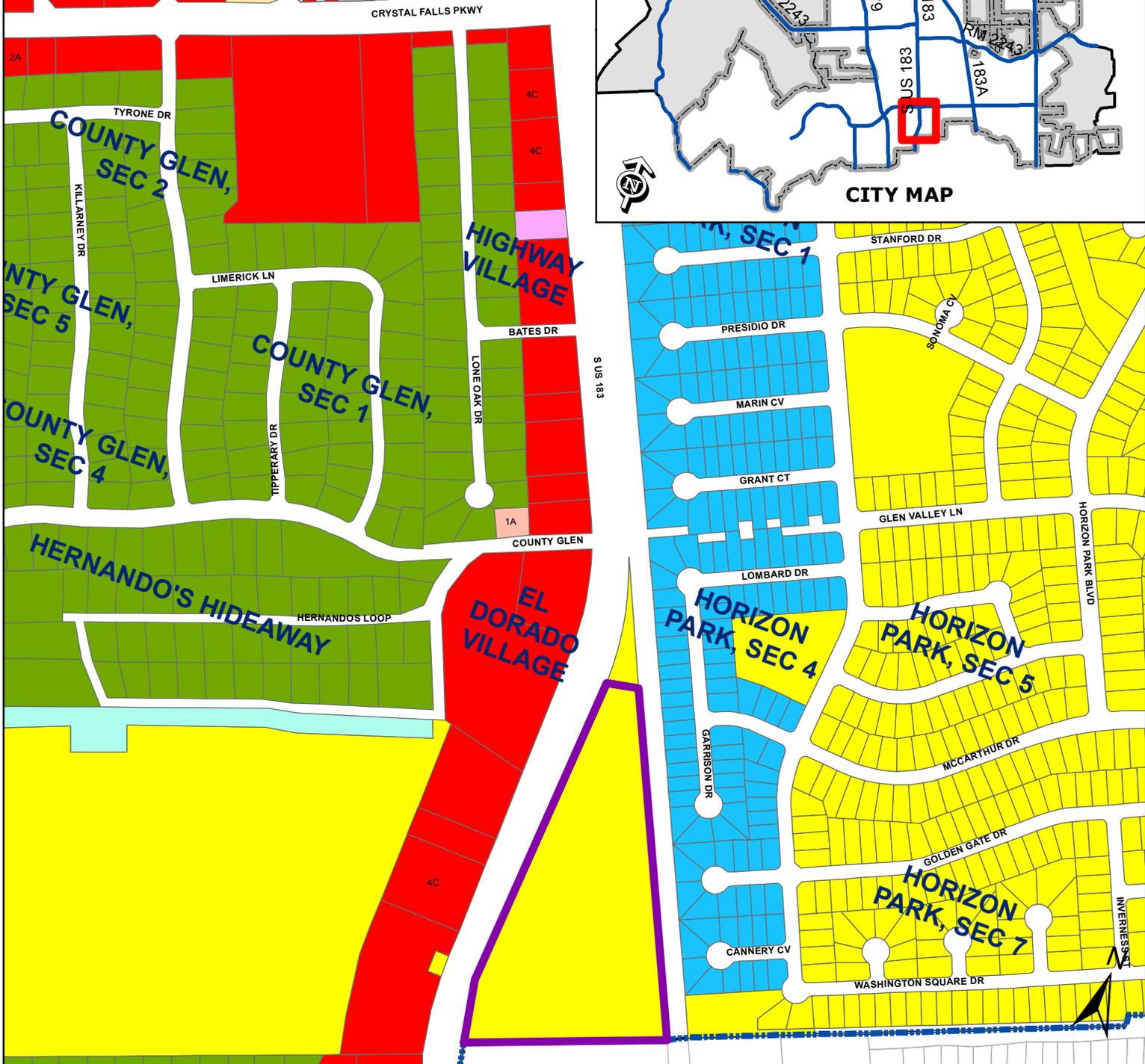
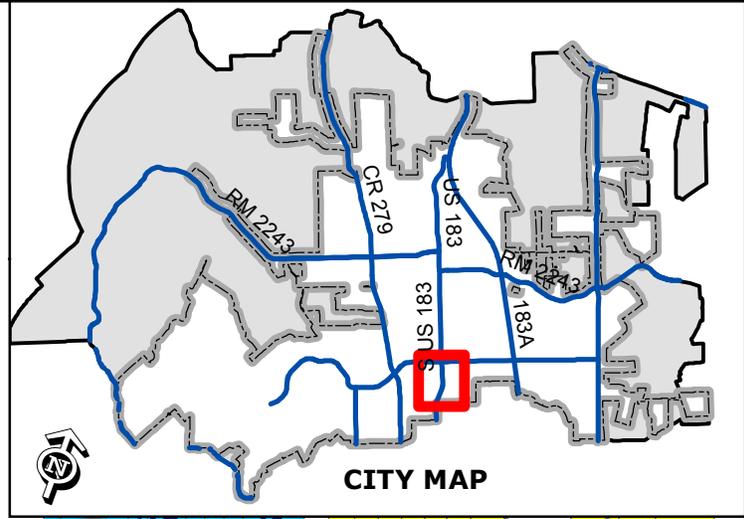
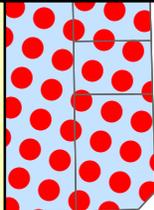
Site Standards	Type 2	Type 5
Outdoor Display and Storage	Not Permitted	Unlimited
Entertainment Venues and Outdoor Facilities	Not Permitted	Permitted
Use of Overhead Commercial Service Doors	Not Permitted	Permitted
Outdoor Fueling	Not Permitted	Permitted
Outdoor Animal Boarding	Not Permitted	Permitted
Outdoor Container Storage	Not Permitted	Permitted

The property currently is paired with the Type B Architectural Component; which requires four architectural features and 85% masonry on the first floor of buildings and 50% masonry on each story thereafter. The applicant is requesting the Type D Architectural Component; which requires two different architectural features and only requires masonry on building walls when there are street facing walls. This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications. The component is not intended to be utilized with the majority of GC districts and is not intended for retail or office development or when adjacent to residential neighborhoods. This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development. When the building is considered to have street facing walls; the Type D Architectural Component requires 35% masonry on all walls of all stories and at least 60% masonry for any street facing wall. The remaining exterior wall surfaces are permitted to use wood planking, cementious-fiber planking or panels, or painted metal siding.

STAFF RECOMMENDATION:

Staff recommends denial of the applicant's requested GC-5-D district. The requested district would be inappropriately sited as it is not located at the intersection of arterial streets, where the majority of the GC Use Component is intended to be located. Additionally, the Type 5 site component is intended to be paired with properties being utilized for heavy commercial and industrial operations. This portion of S. US 183 does not presently have a Type 5 Site Component, and would set a precedent for allowing extensive outdoor storage and potential extensive outdoor facilities along this portion of the corridor. Moreover, the Type D site component as noted by the intent statements of the Composite Zoning Ordinance is intended to be utilized specifically with industrial parks and areas. S. US 183 is a major thoroughfare into the City of Leander, and the Type D Site Component would not provide enough architectural character and quality at one of the primary gateways into the City.

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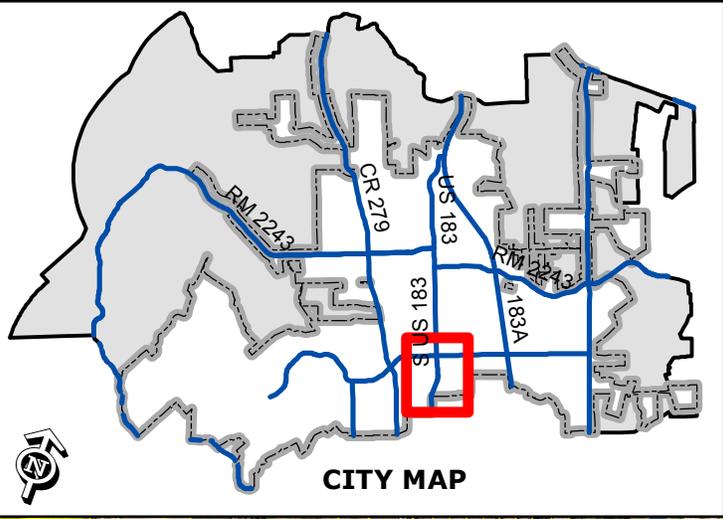
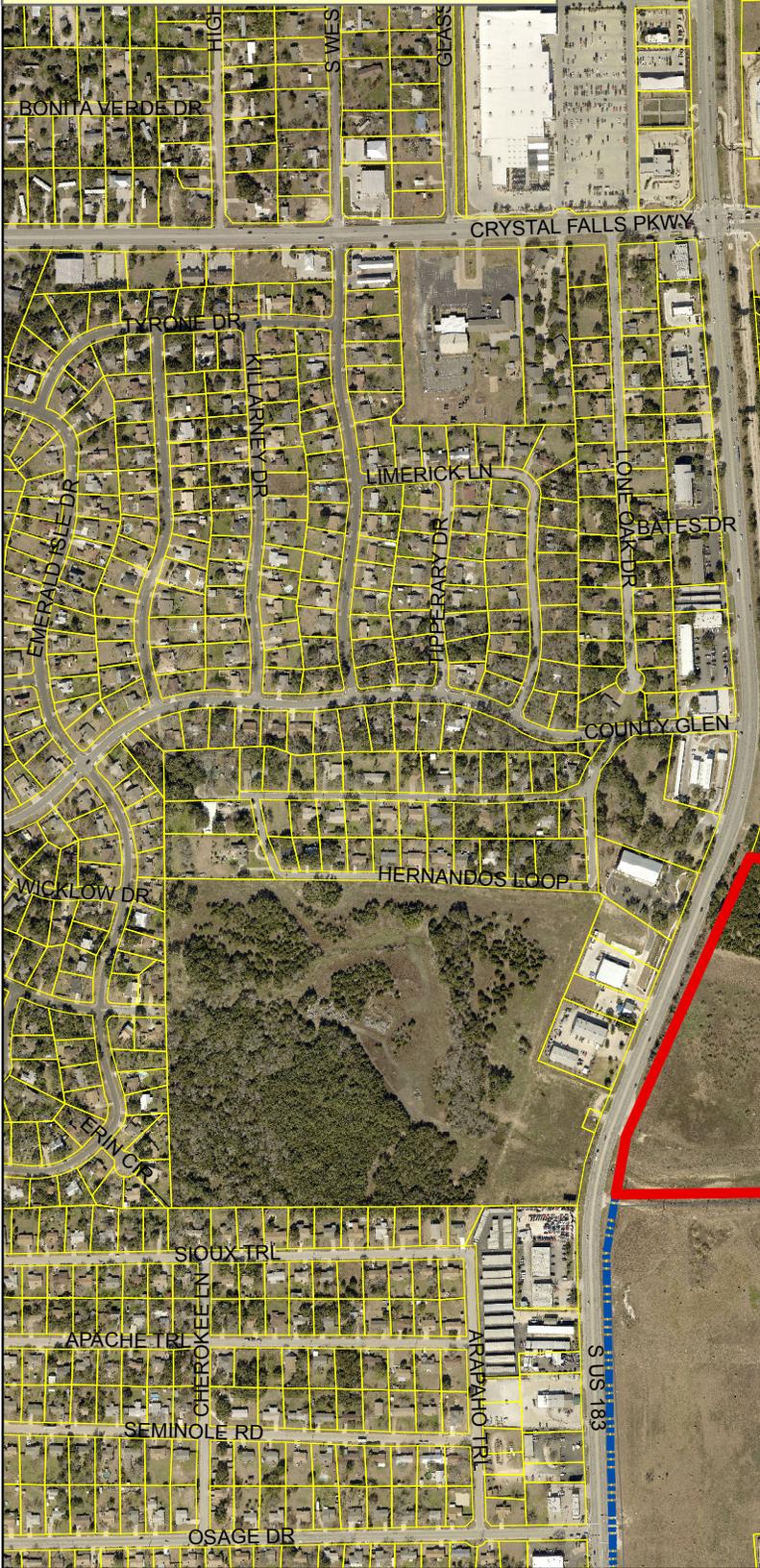
ZONING CASE 15-Z-015 Attachment #2

Current Zoning Map - Leander Commercial

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	



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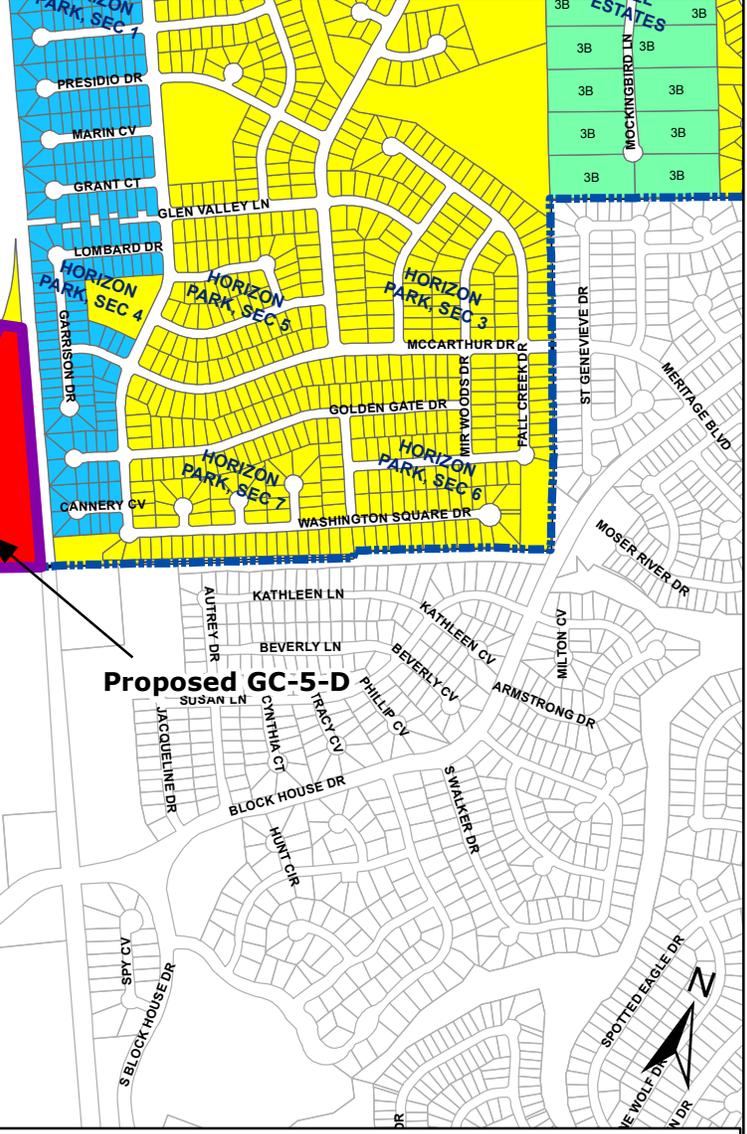
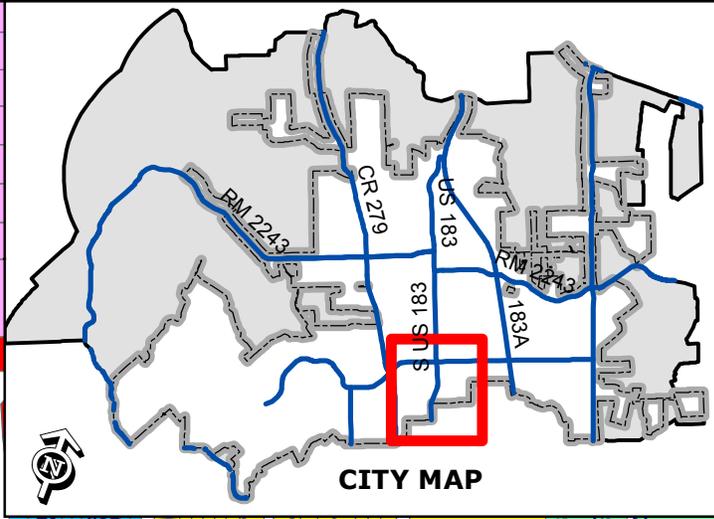
ZONING CASE 15-Z-015 Attachment #3

Aerial Exhibit - Approximate Boundaries
Leander Commercial



-  Subject Property
-  City Limits

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Proposed GC-5-D

ZONING CASE 15-Z-015 Attachment #4

Proposed Zoning Map - Leander Commercial

	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		

0 200 Feet

ATTACHMENT 5

KNIGHT REAL ESTATE CORPORATION

307 EAST SECOND STREET
AUSTIN, TEXAS 78701

512/472-1800 FAX 512/472-1999
www.knightrealestate.com

June 17, 2015

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

Re: Letter of Intent for Rezoning of 13.59 Acre Knight Tract R031782

To Whom It May Concern:

On behalf of Robert Knight, Trustee, we are submitting this zoning change application for your consideration. The owners have owned this property for over 30 years and are seeking the rezoning of their property in order to facilitate a sale for development.

Attached to this letter you will find several exhibits showing the property and the intended future use. The owners are seeking to rezone from SFU to GC in order to accommodate more appropriate commercial uses consistent with its location fronting on US 183 N on the west and the railroad tracks on the east.

I appreciate the opportunity to submit this application. If there are any questions, comments or concerns, please do not hesitate to contact me. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "James Knight". The signature is fluid and cursive, with a large initial "J" and "K".

James Knight, CCIM, CPM

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING OF A PARCEL OF LAND FROM SFU-2-B (SINGLE-FAMILY URBAN) TO GC-5-D (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following tract of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 13.59 acres, more or less, generally located to the south of the intersection of US 183 and the Union Pacific Railroad, Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 13.59 acres out of the S. J. Dover Survey, Abstract No. 168; identified by tax identification numbers R031782; more particularly described in document number 1983001681 recorded in the Williamson County Official Public Records.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFU-2-B (Single-Family Urban) to GC-5-D (General Commercial) as shown in Exhibit "A".

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

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

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

PASSED AND APPROVED on First Reading this the 6th day of August, 2015.
FINALLY PASSED AND APPROVED on this the 20th day of August, 2015.

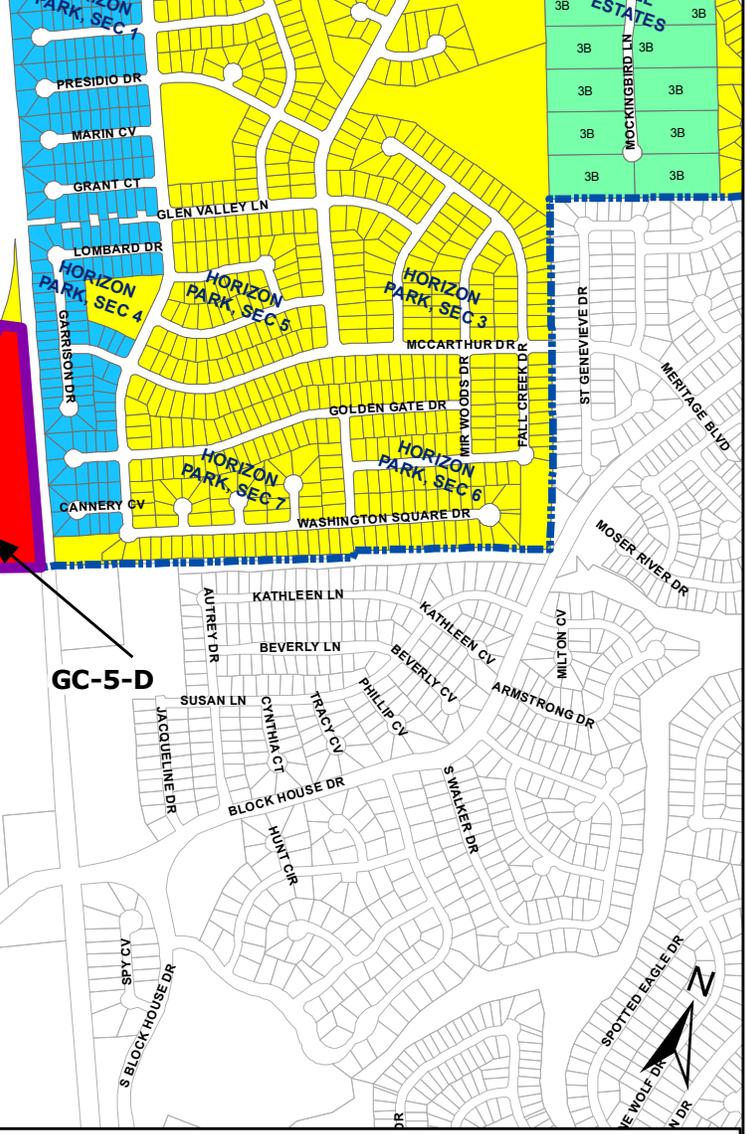
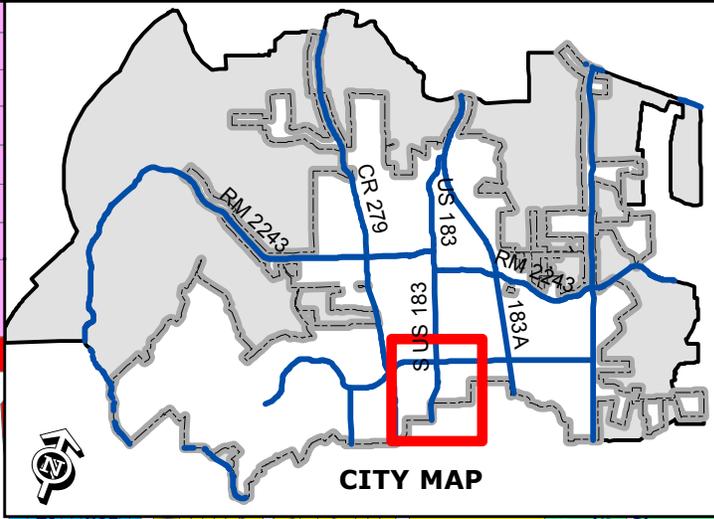
THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

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GC-5-D

ZONING CASE 15-Z-015 Exhibit A

Zoning Map - Leander Commercial

	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		

0 200 Feet

13. **Zoning Case 15-Z-015**: Hold a public hearing and consider action on the rezoning of a parcel of land located to the south of the intersection of US 183 and the Union Pacific Railroad, and to the north of the southern city limits; 13.590 acres more or less; WCAD Parcel R031782. Currently, the property is zoned SFU-2-B (Single Family Urban). The applicant is proposing to zone the property to GC-5-D (General Commercial), Leander, Williamson County, Texas. Applicant: James Knight on behalf of Robert Knight, Trustee.

a) Staff Presentation

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

b) Applicant Presentation

Dan Applying explained the reason for both the Comprehensive Plan Amendment and Zoning request.

c) Open Public Hearing

Chairman Sokol opened the public hearing. David Wise spoke in favor.

d) Close Public Hearing

Chairman Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Chairman Sokol tabled Item 13 to take action on Item 12.

After action on Item 12 was taken, Chairman Sokol brought Item 13 back for action by the Commission.

Commissioner Wixson moved to deny the request, Commissioner Hines seconded the motion. Motion passed unanimously.

14. Meeting adjourned **at 8:18 pm.**

Chairman Sokol

ATTEST:

Ellen Pizalate, Secretary



Executive Summary

August 06, 2015

Agenda Subject: Comprehensive Plan Amendment Case 15-CPA-006: Hold a public hearing and consider action on a comprehensive plan amendment requesting to add a Community Center Node located at the intersection of Ronald W. Reagan Blvd and the future Gabriel's Horn Road to the Future Land Use Plan; Leander, Williamson County, Texas.

Background: A Comprehensive Plan Amendment is required for the applicant to request a change to the Future Land Use Plan. This request is the final step in the Comprehensive Plan Amendment process.

Origination: Applicant: Jones & Carter, Inc on behalf of Pamela Christianson.

Financial

Consideration: None

Recommendation: The Planning & Zoning Commission unanimously recommended approval of the staff recommendation to approve a Neighborhood Center Node instead of the requested Community Center Node at the July 23, 2015 meeting.

Attachments:

1. Planning Analysis
2. Current Node Plan
3. Proposed Node Plan
4. Staff Proposed Node Plan
5. Letter of Intent
6. Ordinance
7. Minutes–Planning & Zoning Commission July 23, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager

07/28/2015



PLANNING ANALYSIS

COMPREHENSIVE PLAN AMENDMENT CASE 15-CPA-006

FUTURE LAND USE PLAN AMENDMENT

GENERAL INFORMATION

Origination: Applicant: Jones & Carter, Inc on behalf of Pamela Christianson.

Proposal: The applicant is proposing to add a Community Center Node located at the intersection of Ronald W. Reagan Blvd and the future Gabriel’s Horn Road to the Future Land Use Plan, Leander, Williamson County, Texas.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Provide for the coordinated and diverse growth and physical expansion of the City of Leander.

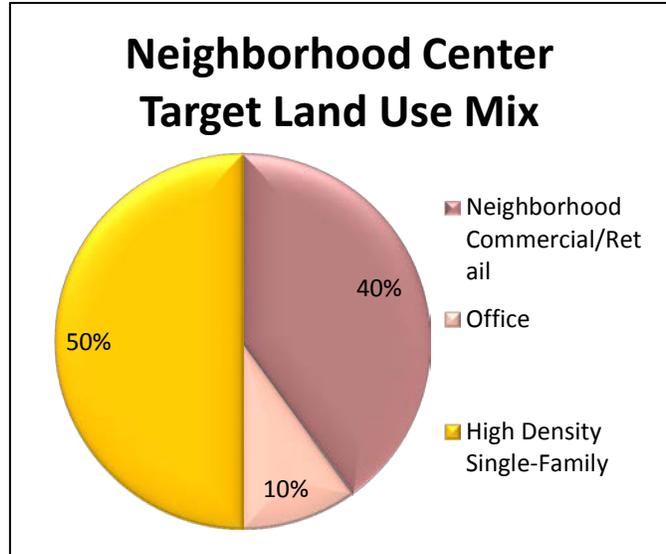
ANALYSIS:

The Future Land Use Plan and Map were adopted by the City Council on August 7, 2014. These documents serve as a guide for staff, the Planning & Zoning Commission, and City Council in determining appropriate zoning districts and land use concept plans for properties within the City Limits and ETJ. The guiding principal of the Future Land Use Plan is the protection of the value of single-family neighborhoods through the concentration of mixed use activity centers at major transportation intersections. This principle provides for the separation of incompatible uses while also providing easy access for pedestrians, bicyclists and motorists to areas of retail and commercial development that serve the neighborhood, community and regional needs.

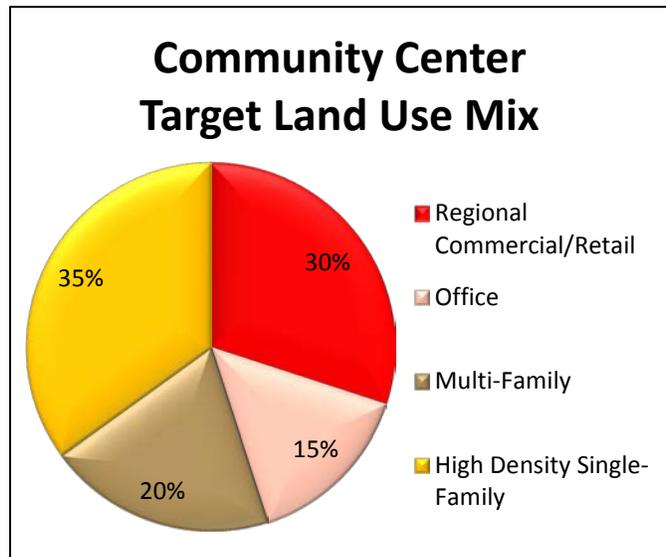
The Future Land Use Map calls for nodes located at the intersections of arterial and collector class roadways. The plan calls for a higher concentration of mixed use activity center within these nodes in order to discourage strip commercial development. The applicant is proposing to locate a Community Center Node at the intersection of Ronald W. Reagan Blvd and the future Gabriel’s Horn Road. There is a Neighborhood Center Node located at the future intersection of E San Gabriel Pkwy and Ronald W. Reagan Blvd and a Community Center Node located at the intersection of future intersection of Arterial 1 and Ronald W. Reagan Blvd.

Each node provides several categories of land use with the intent to integrate land uses that make efficient use of the infrastructure systems while protecting sensitive land and providing a system of open space and parks. The plan encourages mixed use development in the activity center in order to provide services to neighborhoods as well as the community.

The Neighborhood Center Node is intended to be located at the intersection of collector streets and are approximately one quarter mile in diameter incorporating approximately 30 acres. These areas are intended for neighborhood scale commercial, retail and office uses that serve the immediately adjacent neighborhoods. These areas are also intended for higher density single-family, two-family and other compatible housing types including townhouses and condominiums. The exhibit to the right identifies the proposed mix of land uses within a Neighborhood Center Node.



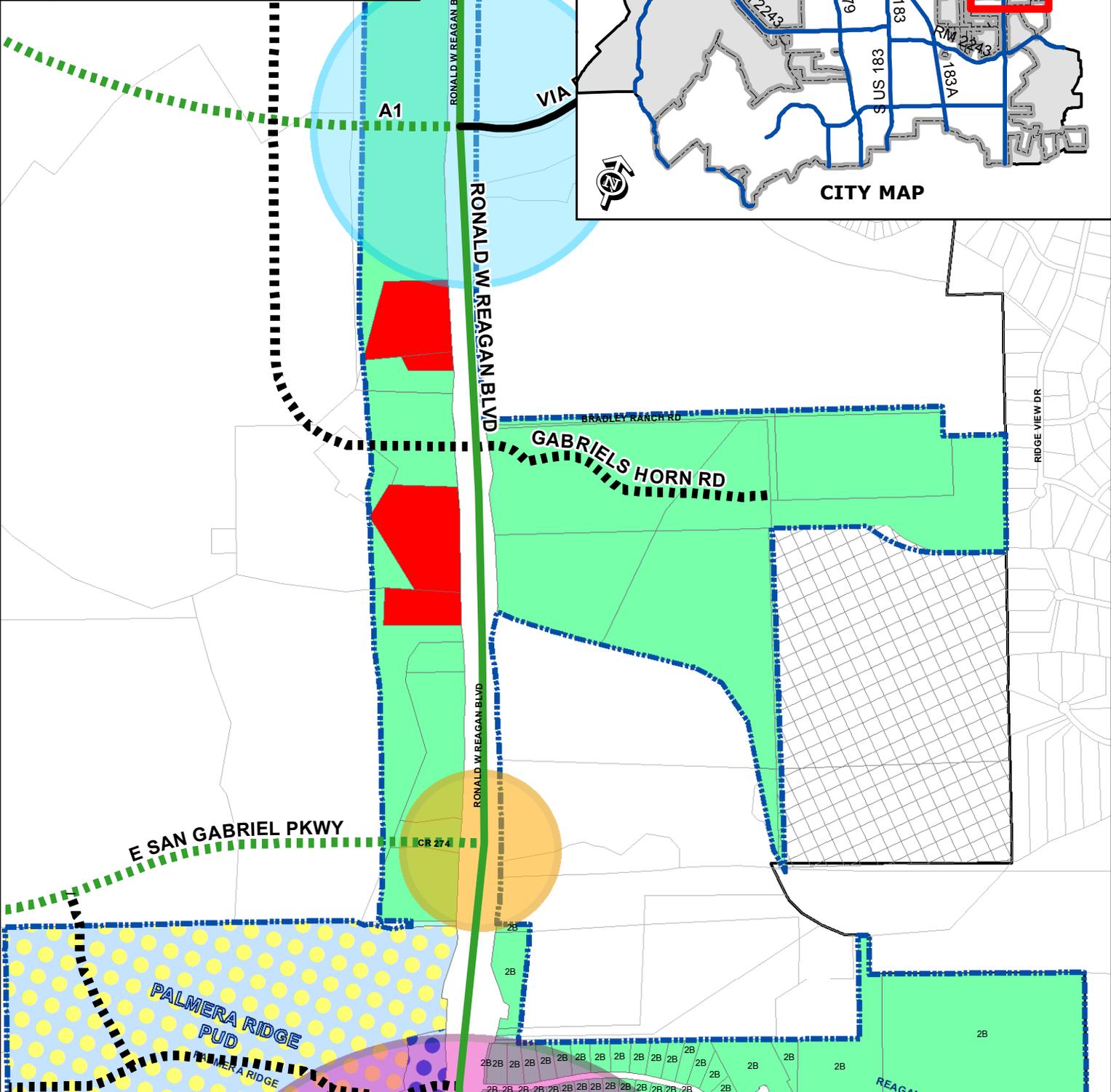
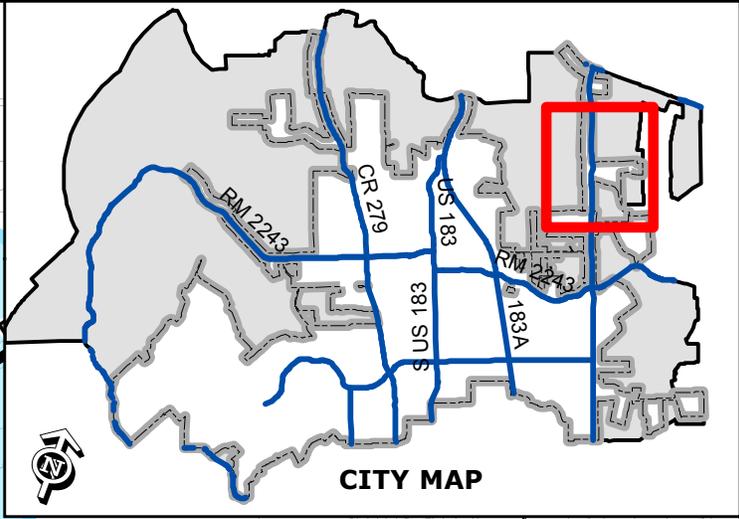
The Community Center Node is intended to be located at the intersections of arterial streets or arterials and major collectors. These nodes are approximately one half mile in diameter and incorporate approximately 125 acres. These areas are intended for commercial, retail and office uses that primarily serve residents within the community. These areas are also intended for medium density multi-family and high density single-family housing. Development within both the Neighborhood Center and Community Center Nodes should be integrated through internal streets and should provide pedestrian and bicycle connections to adjacent residential neighborhoods. The exhibit to the right identifies the proposed mix of land uses within a Community Center Node.



STAFF RECOMMENDATION:

Staff recommends denial of the proposed request to add a Community Center Node and approval of a Neighborhood Center Node at this location. The proposed uses associated with this development are LC-2-B (Local Commercial) and SFC-2-B (Single-Family Compact), which are compatible with the Neighborhood Center Node. In addition, the proposed Community Center Node is located in close proximity to an existing Community Center Node to the north. There is no demand for an additional Community Center Node at this location. The approval of a Neighborhood Center Node would be compatible with the zoning proposal based on the size of the node and the proposed land uses.

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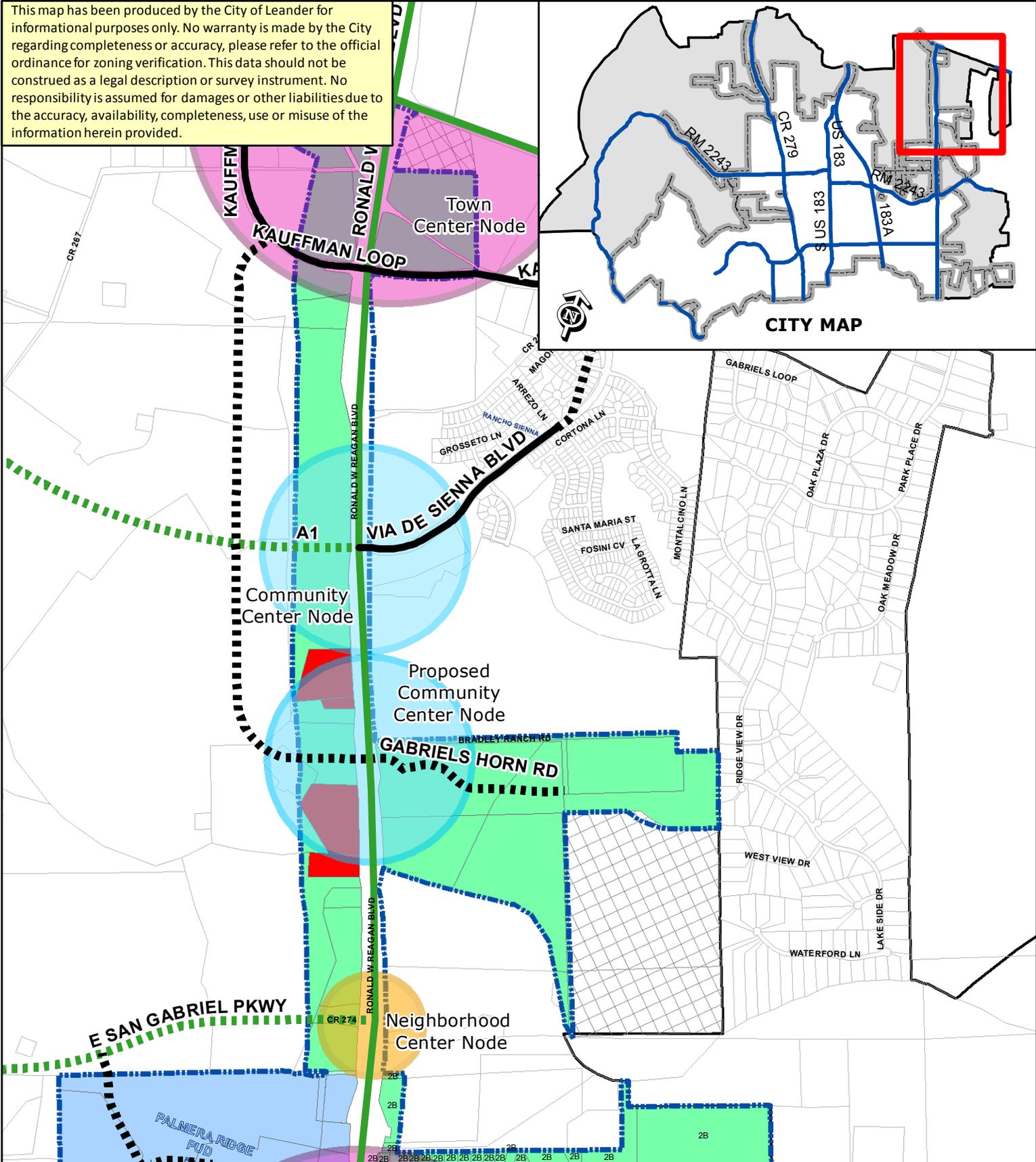
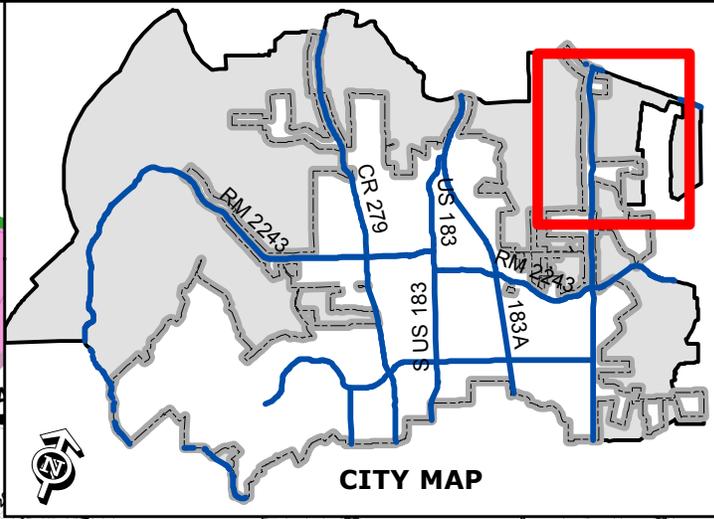
COMP PLAN 15-CPA-006

Attachment #2

Ronald Reagan Blvd & Gabriel's Horn Rd
Current Future Land Use Plan

	Toll Road		City Limits		SFR		SFT		GC
	Arterial				SFE		SFU/MH		HC
	Collector				SFS		TF		HI
	Arterial				SFU		MF		PUD
	Collector				SFC		LO		0 400 Feet
					SFL		LC		

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COMP PLAN 15-CPA-006

Attachment #3

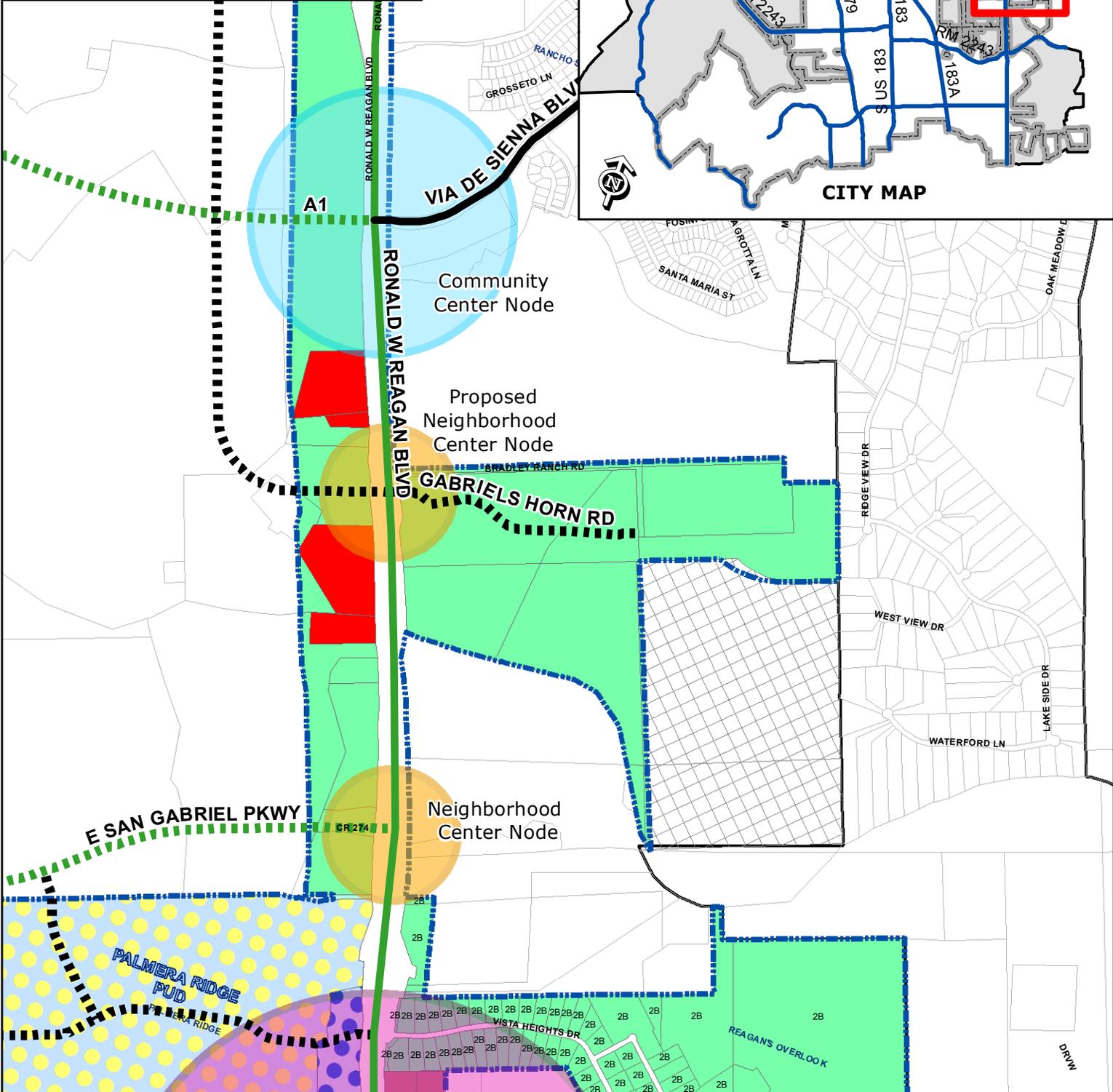
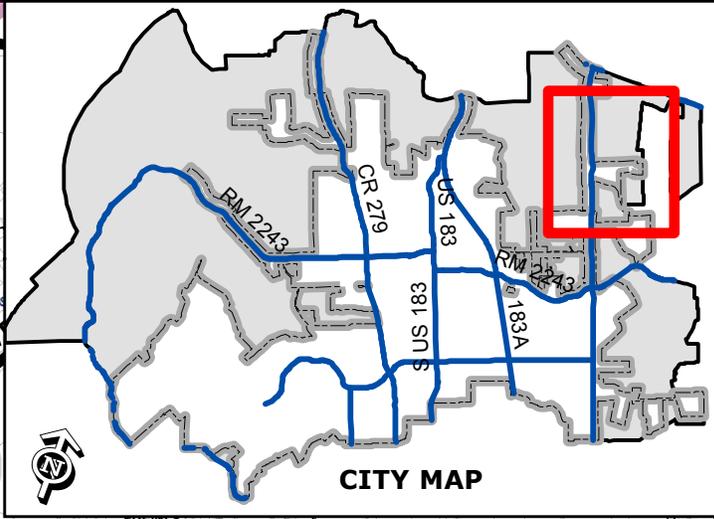
Ronald Reagan Blvd & Gabriel's Horn Rd
Proposed Future Land Use Plan

Toll Road	City Limits	SFR	SFT	GC
Arterial		SFE	SFU/MH	HC
Collector		SFS	TF	HI
Arterial		SFU	MF	PUD
Collector		SFC	LO	
		SFL	LC	

0 400
Feet



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COMP PLAN 15-CPA-006

Attachment #4

Ronald Reagan Blvd & Gabriel's Horn Rd
Staff Proposed Future Land Use Plan

- Toll Road
- Arterial
- Collector
- - - - Arterial
- - - - Collector

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





June 23, 2015

1701 Directors Boulevard
Suite 400
Austin, Texas 78744-1024
Tel: 512.441.9493
Fax: 512.445.2286
www.jonescarter.com

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

Re: Comprehensive Plan Amendment – Cover Letter
Red Oak Valley Development

Dear Mr. Yantis,

On behalf of Reagan Valley Company, LLC, Jones and Carter has prepared the Comprehensive Plan Amendment for the Red Oak Valley project. The plan amendment is to add a community center node located at the first Ronald W. Reagan Blvd. median opening north of the South San Gabriel River, or just south of the Ronald W. Reagan Blvd. and Bradley Ranch Road intersection.

This median opening is the location of the proposed main entry road into the proposed Red Oak Valley subdivision, which is requesting a zoning change to allow local commercial near the median opening in question. Additionally, it is anticipated that commercial development may occur in the future on the west side of the Ronald W. Reagan Blvd. median opening, as portions of the western frontage are currently zoned General Commercial (GC). These commercial areas would be supported by over 1,000 single-family lots at full built-out of the area, including Red Oak Valley and future single-family developments within the adjacent Tesch, Garlock, and Bradley properties that would access Ronald W. Reagan Blvd. at this median opening. Lastly, the requested change is consistent with the Comprehensive Plan's desire to locate node at the intersections of arterial and collector streets.

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

Sincerely,

A handwritten signature in blue ink that reads 'Shawn Graham'.

Shawn Graham, PE

J:\Projects\A738\0002\General\Forms\Zoning Change App\Comp Plan Amendment Letter of Intent.doc
Enclosures

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE FUTURE LAND USE PLAN SET FORTH IN THE COMPREHENSIVE PLAN; PROVIDING FOR RELATED MATTERS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, it is necessary and reasonable for the public health, safety, morals, and welfare of the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) to provide for and maintain a comprehensive plan for the City in accordance with the City Charter and Chapters 211 and 213 of the Texas Local Government Code;

WHEREAS, the City Council adopted the Future Land Use Plan set forth in the Comprehensive Plan by Ordinance No. 14-044-00;

WHEREAS, the City Council finds that the adoption of the amendments to the Future Land Use Plan herein promote the public health, safety, morals, and welfare and provide for the orderly development of the City; and

WHEREAS, after review, inquiry and the opportunity for citizen participation at one or more public hearings and review and recommendation by the Planning and Zoning Commission, the City Council approves the amendments to the Comprehensive Plan hereinafter set forth;

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. Comprehensive Plan. The City Council hereby adopts the amendment to the Future Land Use Plan that is attached hereto as Exhibit A. The Future Land Plan, as amended, shall be kept in the office of the City Secretary and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the Comprehensive Plan, as amended. The City may amend the Comprehensive Plan in the discretion of the City Council in accordance with the City Charter and state law to plan for the changing plans of the City.

Section 3. Amendment of Conflicting Ordinances. The City of Leander Future Land Use Plan previously adopted by Ordinance No. 14-044-00 is hereby amended to the extent of any conflict with Exhibit A. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this

Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

Section 4. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

Section 5. 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 6th day of August, 2015.

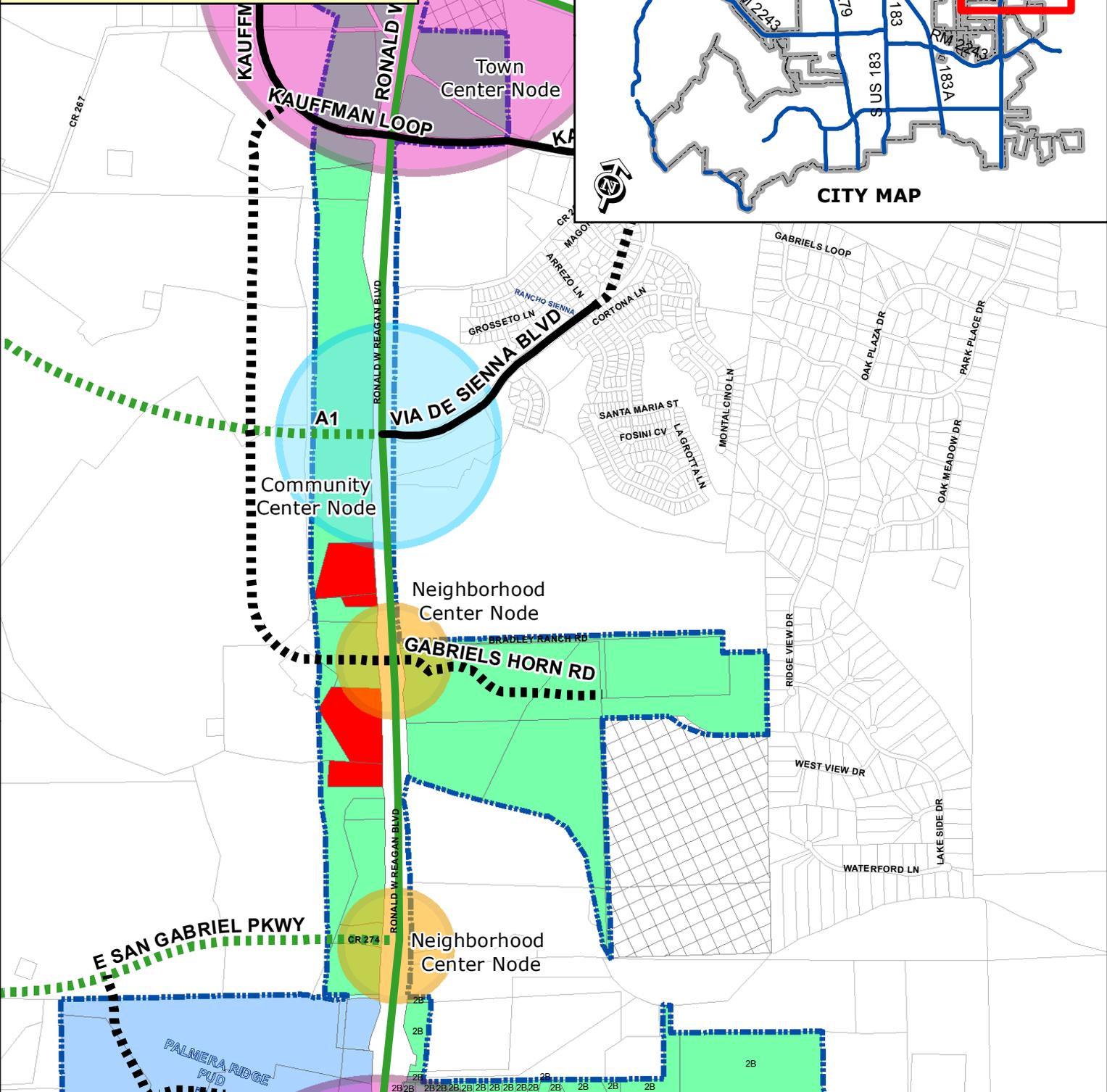
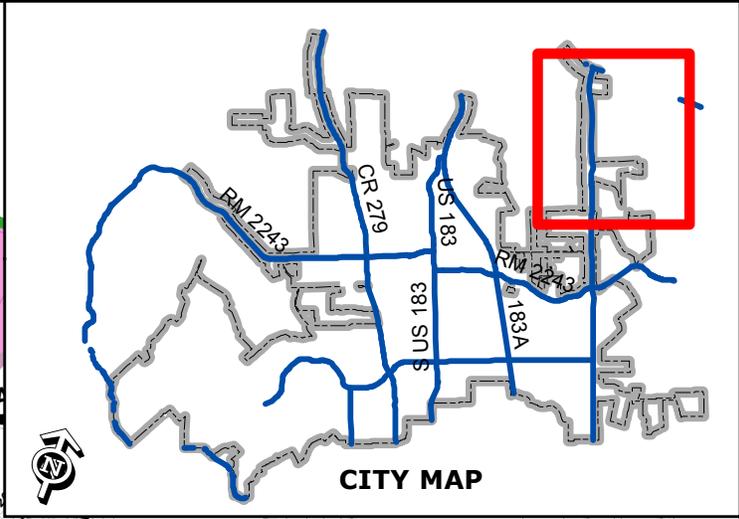
ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

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COMP PLAN 15-CPA-006

Exhibit A

Ronald Reagan Blvd & Gabriel's Horn Rd

Toll Road	City Limits	SFR	SFT	GC
Arterial		SFE	SFU/MH	HC
Collector		SFS	TF	HI
Arterial		SFU	MF	PUD
Collector		SFC	LO	
		SFL	LC	



f) Consider Action

Commissioner Hines moved to approve with staff recommendation, Commissioner Anderson seconded the motion. Motion passed unanimously.

10. **Comprehensive Plan Amendment Case 15-CPA-006**: Hold a public hearing and consider action on a comprehensive plan amendment requesting to add a Community Center Node located at the intersection of Ronald W. Reagan Blvd and the future Gabriel's Horn Road to the Future Land Use Plan; Leander, Williamson County, Texas. Applicant: Jones & Carter, Inc on behalf of Pamela Christianson.

A) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends denial of the Community Center Node and approval of a Neighborhood Center Node.

b) Applicant Presentation

Shawn Graham was agreeable to the staff recommendation of the Neighborhood Center Node.

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 Anderson moved to deny the requested Community Center Node and approve staff's recommendation of the Neighborhood Center Node, Vice Chair Allen seconded the motion. Motion passed unanimously.

11. Zoning Case 15-Z-014: Hold a public hearing and consider action on the rezoning of two parcels of land located at 18130 Ronald W. Reagan Blvd; 58.675 acres more or less; WCAD Parcels R489942 and R021710. Currently, the property is zoned Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property to SFC-2-A (Single Family Compact) and LC-2-A (Local Commercial), Leander, Williamson County, Texas. Applicant: Jones & Carter, Inc on behalf of Pamela Christianson.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval.

b) Applicant Presentation

Shawn Graham was present for questions.



Executive Summary

August 06, 2015

Agenda Subject: Zoning Case 15-Z-014: Hold a public hearing and consider action on the rezoning of two parcels of land located at 18130 Ronald Reagan Blvd; 58.675 acres more or less; WCAD Parcels R489942 and R021710. Currently, the property is zoned Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property to SFC-2-A (Single Family Compact) and LC-2-A (Local Commercial), Leander, Williamson County, Texas.

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

Origination: Applicant: Jones & Carter, Inc on behalf of Pamela Christianson.

Financial Consideration: None

Recommendation: The Planning & Zoning Commission unanimously recommended approval at the July 23, 2015 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Aerial Map
4. Proposed Zoning Map
5. Letter of Intent
6. Ordinance
7. Minutes–Planning & Zoning Commission July 23, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager

07/30/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-014 RED OAK VALLEY

GENERAL INFORMATION

- Owner:** Pamela Christianson
- Current Zoning:** Interim SFR-1-B (Single-Family Rural)
- Proposed Zoning:** SFC-2-A (Single-Family Compact)
LC-2-A (Local Commercial)
- Size and Location:** The property is located at 18130 Ronald W. Reagan Blvd and includes approximately 58.675 acres.
- Staff Contact:** Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	OCL	Undeveloped Land – Proposed Rancho Sienna Neighborhood
EAST	Interim SFR-1-B	Undeveloped Property Zoned for Single-Family
SOUTH	OCL	Undeveloped Property
WEST	GC-3-C SFR-1-B	Undeveloped Commercial Property Large Lot Single-Family

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

SFC – SINGLE FAMILY COMPACT:

Features: 5,500 sq. ft. lot min.; 1,100 sq. ft. living area min.

Intent: Development of single-family detached dwellings on small lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with small lot sizes. Such components are generally intended to offer variety in housing opportunities and in the fabric of the neighborhoods, and to be developed on a moderate scale with a maximum district size of seventy-five (75) acres.

LC – LOCAL COMMERCIAL:

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

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

SITE COMPONENTS:

TYPE 2:

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

Intent:

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

ARCHITECTURAL COMPONENTS:

TYPE A:

Features: 85% masonry; 5 or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.
- (6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

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 the coordinated and diverse growth and physical expansion of the City of Leander.
- Plan for future development that is compatible with existing residential neighborhoods.

ANALYSIS:

The applicant has submitted a request for a zoning change the zoning to the SFC-2-A (Single-Family Compact) and LC-2-A (Local Commercial) to allow for a single-family and commercial development at this location. This property is surrounded by the proposed Rancho Sienna Subdivision to the north, large lot single family to the east and south, and undeveloped land zoned for single-family and commercial to the west.

This property was subject to a voluntary annexation that was completed on November 6, 2014. The Interim SFR-1-B (Single-Family Rural) district was established with the annexation of the property. This case is associated with a Comprehensive Plan Amendment to add a Community Center Node at the future intersection of Ronald W. Reagan Blvd and Gabriel’s Horn Road.

This property is currently designated as residential neighborhood as part of the Future Land Use Plan. Residential neighborhoods are the predominate land use within the City and it's ETJ. Neighborhoods are primarily composed of single-family detached housing and include other compatible uses including parks, schools, and places of worship. Neighborhoods may be low to moderate density depending upon the topography and the feasibility of providing organized sewer service. Areas with steep topography, flood plain or other natural features that are intended to be preserved and served by on-site sewage systems will be the lowest density while areas that are relatively flat and where organized sewer systems are feasible will be of medium

density. Residential neighborhoods provide connections to each other and to neighborhood, community and town center nodes. A variety of lot and house sizes are encouraged within residential neighborhoods.

The proposed SFC use component permits detached dwellings on small lots that are a minimum of fifty feet wide. The intent of this use component is to offer a variety of housing opportunities and to maintain and protect the City's single-family neighborhoods. A six foot masonry wall and a ten foot landscape lot will be required for single-family lots located adjacent to Ronald W. Reagan Blvd.

The LC use component permits the development of small scale, limited impact commercial, retail, personal services, and office uses located in close proximity to residential neighborhoods. The hours of operation are limited to 5:00 a.m. to 10:00 Sunday through Thursday and 5:00 a.m. to 11:00 p.m. Friday and Saturday.

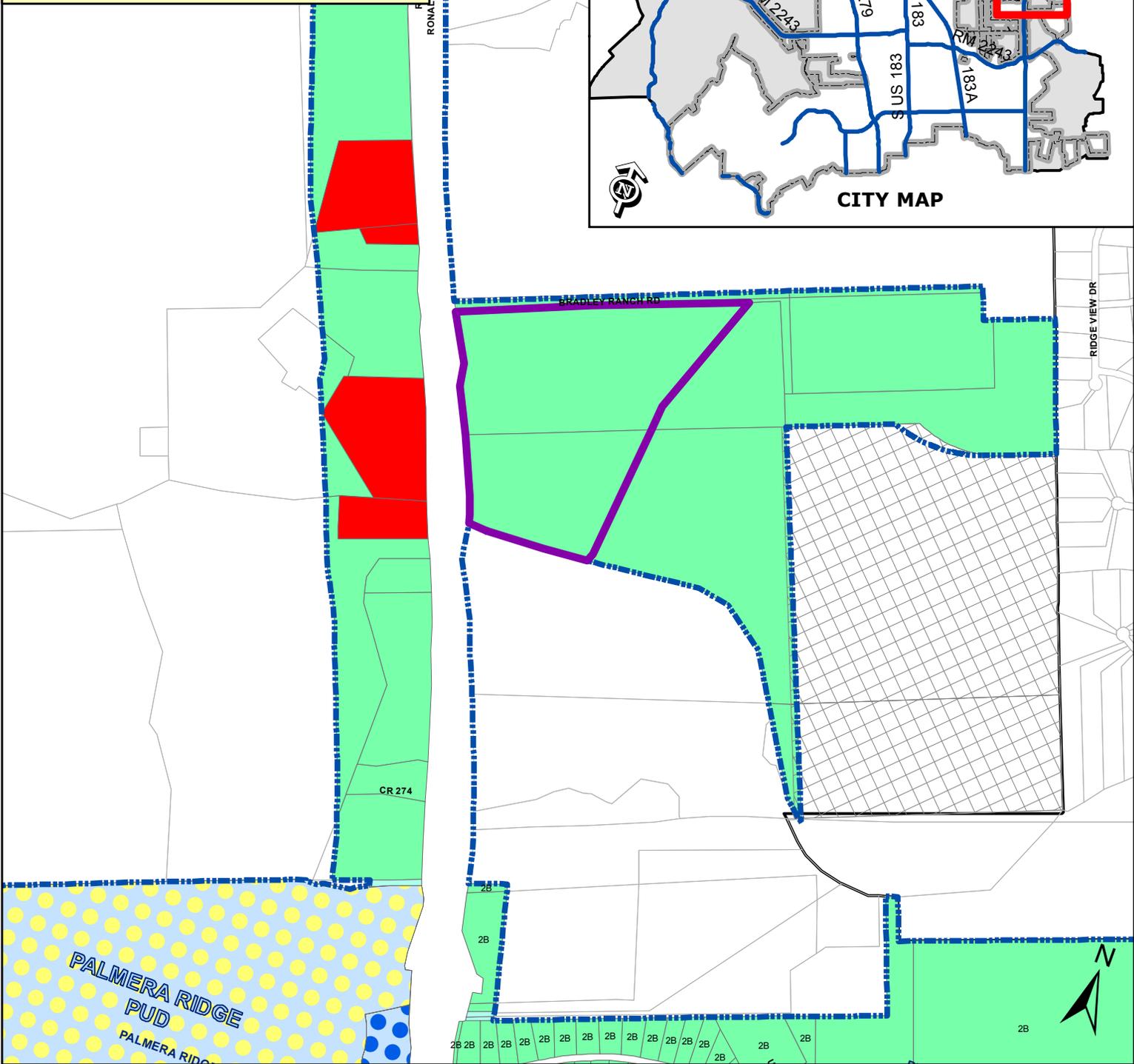
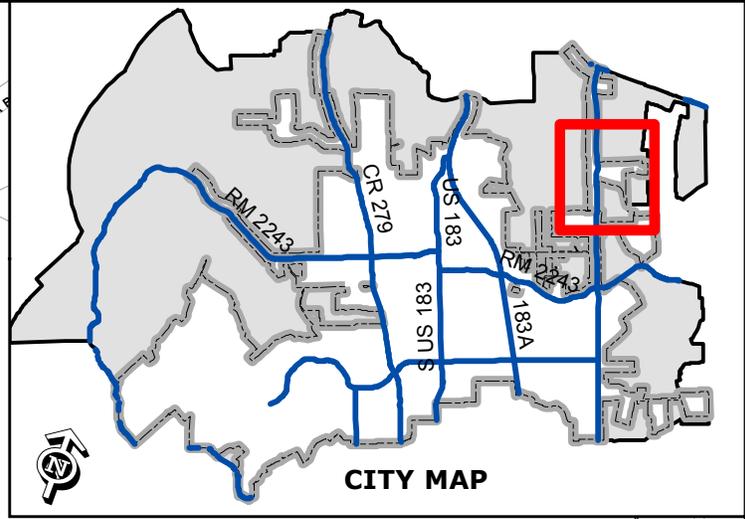
The Type 2 site component is intended to be paired with residential and non-residential districts that are located adjacent to residential neighborhoods. This site component does not allow outdoor storage or display, overhead commercial doors, outdoor fueling, or outdoor animal boarding. The building size is also limited to 60,000 square feet.

The Type A architectural component requires that all structures are 85% masonry and include a minimum five design features for buildings less than 50,000 square feet.

STAFF RECOMMENDATION:

Staff recommends approval of the requested SFC-2-A and LC-2-A districts with the condition that the Comprehensive Plan Amendment is also approved. This zoning district provides for the development of both commercial and residential uses along Ronald W. Reagan Blvd. The request meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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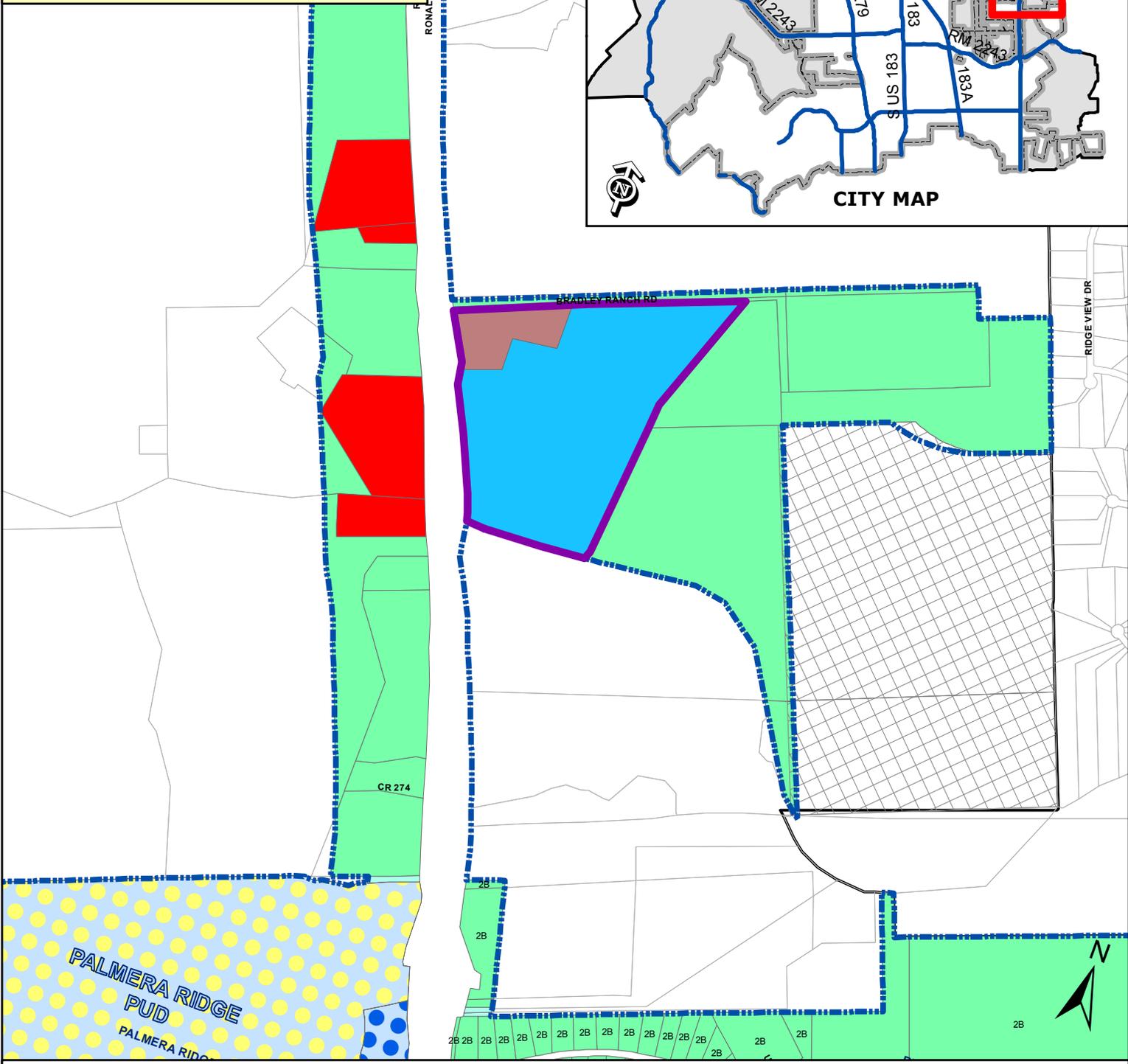
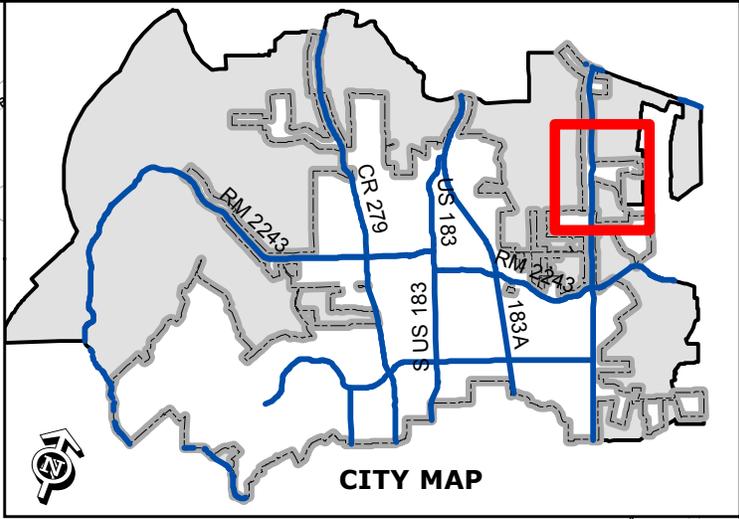
ZONING CASE 15-Z-014 Attachment #2

Current Zoning Map - Red Oak Valley

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	



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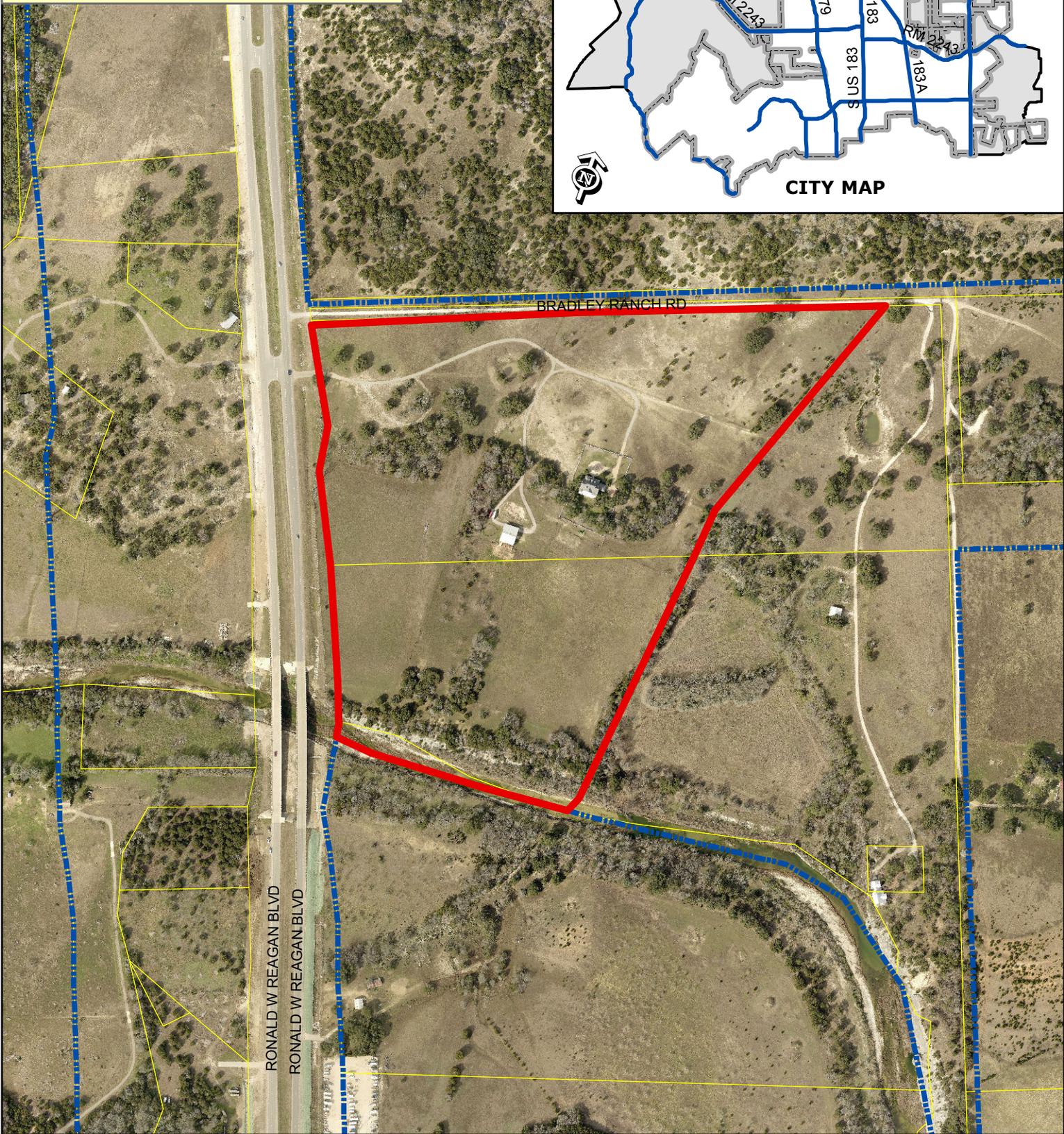
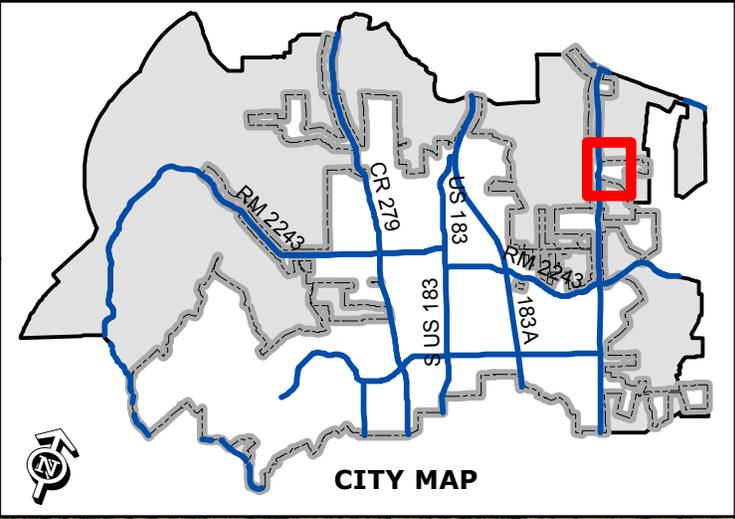
ZONING CASE 15-Z-014 Attachment #3

Proposed Zoning Map - Red Oak Valley

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	

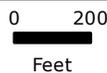


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ZONING CASE 15-Z-014 Attachment #4

Aerial Exhibit - Approximate Boundaries
Red Oak Valley



-  Subject Property
-  City Limits

June 23, 2015

1701 Directors Boulevard
Suite 400
Austin, Texas 78744-1024
Tel: 512.441.9493
Fax: 512.445.2286
www.jonescarter.com

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

Re: Zoning Application – Cover Letter
Red Oak Valley Development

Dear Mr. Yantis,

On behalf of Reagan Valley Company, LLC, Jones and Carter has prepared the Zoning Change application package for the Red Oak Valley project. The 58.289-acre project is comprised of two tracts located at 18130 Ronald Reagan Blvd., in Williamson County, Texas. The site lies within the city limits of Leander, Texas, and is currently zoned as Single-Family Rural (SFR) as defined in the City of Leander Code of Ordinances. The proposed zoning for the site is Single Family Compact and Local Commercial. This request is consistent with the overall intent of the previously submitted Red Oak Valley PUD application, which received support from staff, the Planning & Zoning Commission, and City Council. A joint application to add a community center node is being submitted concurrently with this zoning application.

The site generally slopes from north to south toward the South Fork San Gabriel River. Slopes on the site are generally between 2% and 7%, with small areas of up to 30% slopes along the river frontage. Surface elevations are between 898 to 810 feet above mean sea level (msl). The site is currently vegetated with natural grass and native trees, and there is medium tree cover. A portion of the site lies within the 100-Year Flood Plain as shown on FEMA Flood Insurance Maps 48491C0455E and 48491C0460E, dated September 26, 2008. The site lies over the Edwards Aquifer Contributing Zone as defined and regulated by TCEQ, and on-site water quality treatment of runoff will be provided.

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

Sincerely,



Shawn Graham, PE

J:\Projects\A738\0002\General\Forms\Zoning Change App\Cover Letter.doc
Enclosures

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING OF A PORTION OF A TRACT FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO SFC-2-A (SINGLE-FAMILY COMPACT) AND LC-2-B (LOCAL OFFICE); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following tract of land, which is herein referred to as the "Property." That certain portion of a parcel of land being 58.675 acres, more or less, located at 18130 Ronald W. Reagan Blvd, Leander, Williamson County, Texas, being more particularly described in Exhibit "A", legally described as 58.675 acres out of the G. Fisk Survey, Abstract No. 5; identified by tax identification numbers R489942 and R021710; more particularly described in document number 2009014393 recorded in the Williamson County Official Public Records.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to SFC-2-A (Single-Family Compact) and LC-2-A (Local Commercial) as shown in Exhibits "A" and "B".

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

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

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

PASSED AND APPROVED on First Reading this the 6th day of August, 2015.
FINALLY PASSED AND APPROVED on this the 20th day of August, 2015.

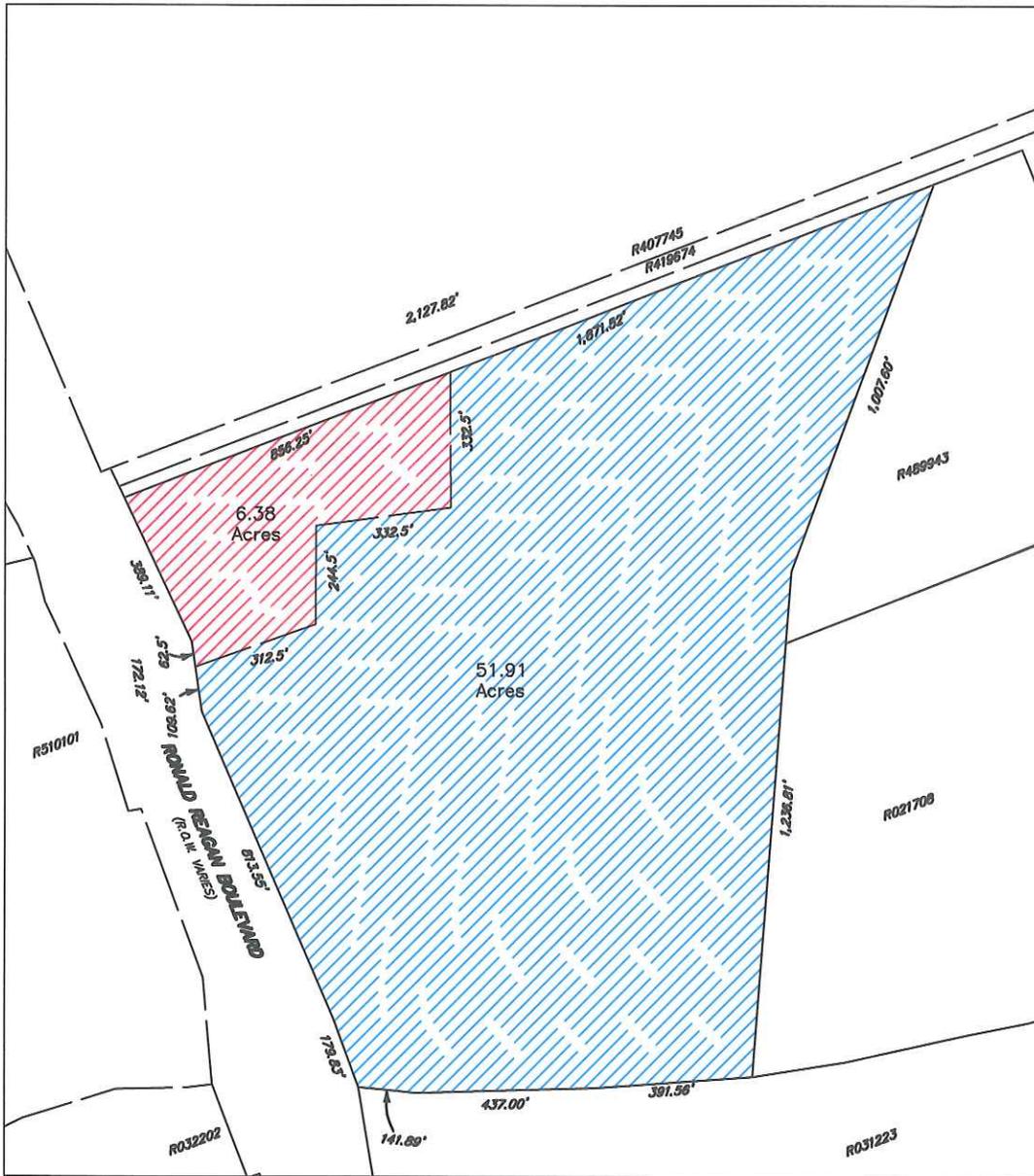
THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

EXHIBIT A



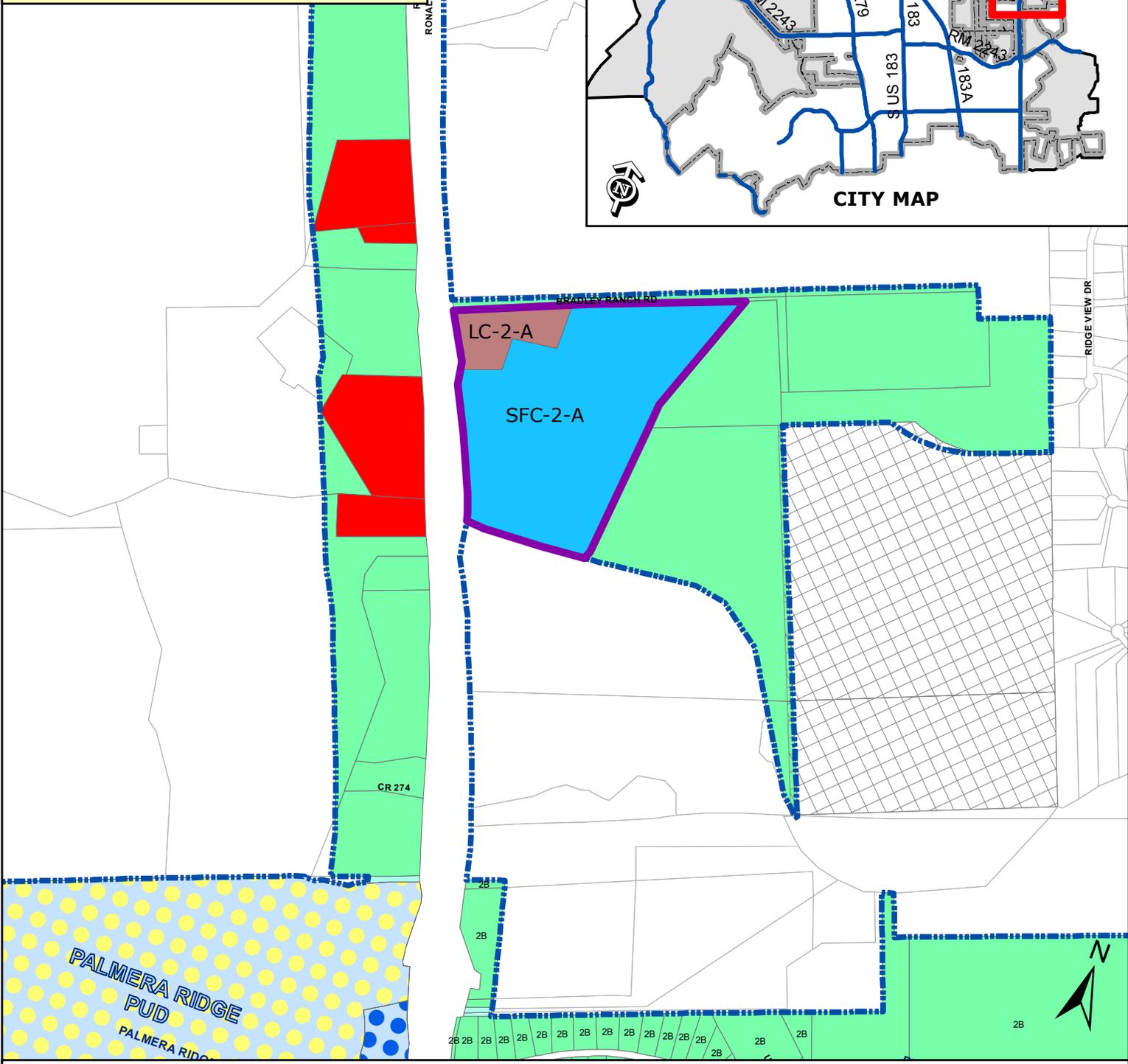
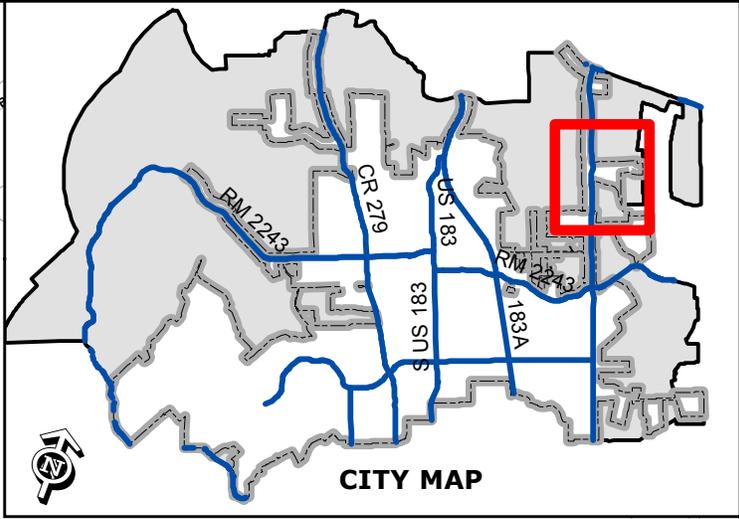
-  LC 2-A
-  SFC 2-A

RED OAK VALLEY
ZONING EXHIBIT

JC JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
1701 Directors Boulevard, Suite 400 • Austin, Texas 77081 • 512.441.9493

SCALE: 1" = 1000'
DATE: JUNE 2015
JOB NO: A738-0002

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ZONING CASE 15-Z-014 Exhibit B

Zoning Map - Red Oak Valley

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	



f) Consider Action

Commissioner Hines moved to approve with staff recommendation, Commissioner Anderson seconded the motion. Motion passed unanimously.

10. Comprehensive Plan Amendment Case 15-CPA-006: Hold a public hearing and consider action on a comprehensive plan amendment requesting to add a Community Center Node located at the intersection of Ronald W. Reagan Blvd and the future Gabriel's Horn Road to the Future Land Use Plan; Leander, Williamson County, Texas. Applicant: Jones & Carter, Inc on behalf of Pamela Christianson.

A) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends denial of the Community Center Node and approval of a Neighborhood Center Node.

b) Applicant Presentation

Shawn Graham was agreeable to the staff recommendation of the Neighborhood Center Node.

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 Anderson moved to deny the requested Community Center Node and approve staff's recommendation of the Neighborhood Center Node, Vice Chair Allen seconded the motion. Motion passed unanimously.

11. **Zoning Case 15-Z-014**: Hold a public hearing and consider action on the rezoning of two parcels of land located at 18130 Ronald W. Reagan Blvd; 58.675 acres more or less; WCAD Parcels R489942 and R021710. Currently, the property is zoned Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property to SFC-2-A (Single Family Compact) and LC-2-A (Local Commercial), Leander, Williamson County, Texas. Applicant: Jones & Carter, Inc on behalf of Pamela Christianson.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval.

b) Applicant Presentation

Shawn Graham was present for 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

Some discussion took place.

f) Consider Action

**Commissioner Hines moved to approve with staff recommendation,
Commissioner Wixson seconded the motion. Motion passed unanimously.**

12. Comprehensive Plan Amendment Case 15-CPA-005: Hold a public hearing and consider action on a comprehensive plan amendment requesting to add a Community Center Node located at the intersection of S US 183 and County Glen to the Future Land Use Plan. In addition, the request includes changing the land use mix to include 50% commercial uses within this proposed node; Leander, Williamson County, Texas. Applicant: James Knight on behalf of Robert Knight, Trustee.

a) Staff Presentation

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

b) Applicant Presentation

Dan Applying was present for 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 was delayed until Item 13 was presented.

f) Consider Action

Commissioner Wixson made a motion to table Item 12 and move to Item 13 since the applicant is presenting both items and the cases are associated.

After hearing the presentation from the applicant on Item 13, Chairman Sokol brought Item 12 back for action by the Commission.

Commissioner Anderson moved to deny the request, Vice Chair Allen seconded the motion. Motion passed unanimously.



Executive Summary

August 06, 2015

-
- Agenda Subject:** Zoning Case 14-Z-034: Hold a public hearing and consider action on the rezoning of several parcels of land generally located to the northeast of the intersection of CR 279 and Collaborative Way, to the north of the Savanna Ranch Subdivision; 262 acres more or less; WCAD Parcels R031696, R031697, R031695 and R392814. Currently, the property is zoned 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:** This request is the second step in the rezoning process.
- Origination:** Applicant: David Singleton on behalf of Deerbrooke Land Austin, LLC.
- Financial Consideration:** None
- Recommendation:** The Planning & Zoning Commission unanimously recommended approval of the request at the July 23, 2015 meeting.
- Attachments:**
1. Planning Analysis
 2. Current Zoning Map
 3. Aerial Map
 4. Proposed Zoning Map
 5. Proposed PUD
 6. Letter of Intent
 7. Ordinance
 8. Minutes–Planning & Zoning Commission July 23, 2015
- Prepared By:** Tom Yantis, AICP
Assistant City Manager
- 07/24/2015



PLANNING ANALYSIS

ZONING CASE 14-Z-034 DEERBROOKE PUD

GENERAL INFORMATION

- Owner:** Deerbrooke Land Austin, LLC.
- Current Zoning:** Interim SFR-1-B (Single Family Rural).
- Proposed Zoning:** PUD (Planned Unit Development)
- Size and Location:** The property is generally located to the northeast of the intersection of CR 279 and Collaborative Way, to the north of the Savanna Ranch Subdivision; and includes approximately 262 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	Large Lot Single Family & Undeveloped Land located outside the City Limits
EAST	OCL	Large Lot Single Family & Undeveloped Land located outside the City Limits
SOUTH	SFU-2-B	LISD Campus
WEST	OCL	Large Lot Single Family & Undeveloped Land located outside the City Limits

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 a walkable, pedestrian friendly neighborhood. The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit B, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plan depicts a mix of residential products and open space areas that are contemplated within the community. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

COMPREHENSIVE PLAN STATEMENTS:

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

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

ANALYSIS:

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of a mixed residential community that will include a variety of housing types as well as condominium regime residential development. The proposal includes detached residential lot widths ranging from as narrow as forty (40') feet to over eighty (80') 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.

The PUD proposal includes the following base zoning districts:

- SFE-2-B (Single-Family Estate)
- SFS-2-B (Single-Family Suburban)
- SFU-2-B (Single-Family Urban)
- SFC-2-B (Single-Family Compact)

- SFL-2-B (Single-Family Limited)
- MF-2-B (Multi-Family)

The table below identifies the proposed development standards for the residential zoning districts, setbacks, and lot sizes for this project. The primary difference between the Composite Zoning Ordinance and the proposed PUD is the lot size and the setbacks associated with the SFL-2-B district and the lot size associated with the SFS-2-B and SFE-2-B districts. The ordinance currently requires the lot width to be 41 feet and the minimum lot size to be 4,100 square feet for properties zoned SFL-2-B. The applicant is requesting to reduce the lot size for SFS-2-B by 600 square feet and the SFE-2-B lots by 1,600 square feet. The MF-2-B district is limited to single-family condominiums/cluster product with a maximum of 130 units. Traditional style apartment complexes are not permitted.

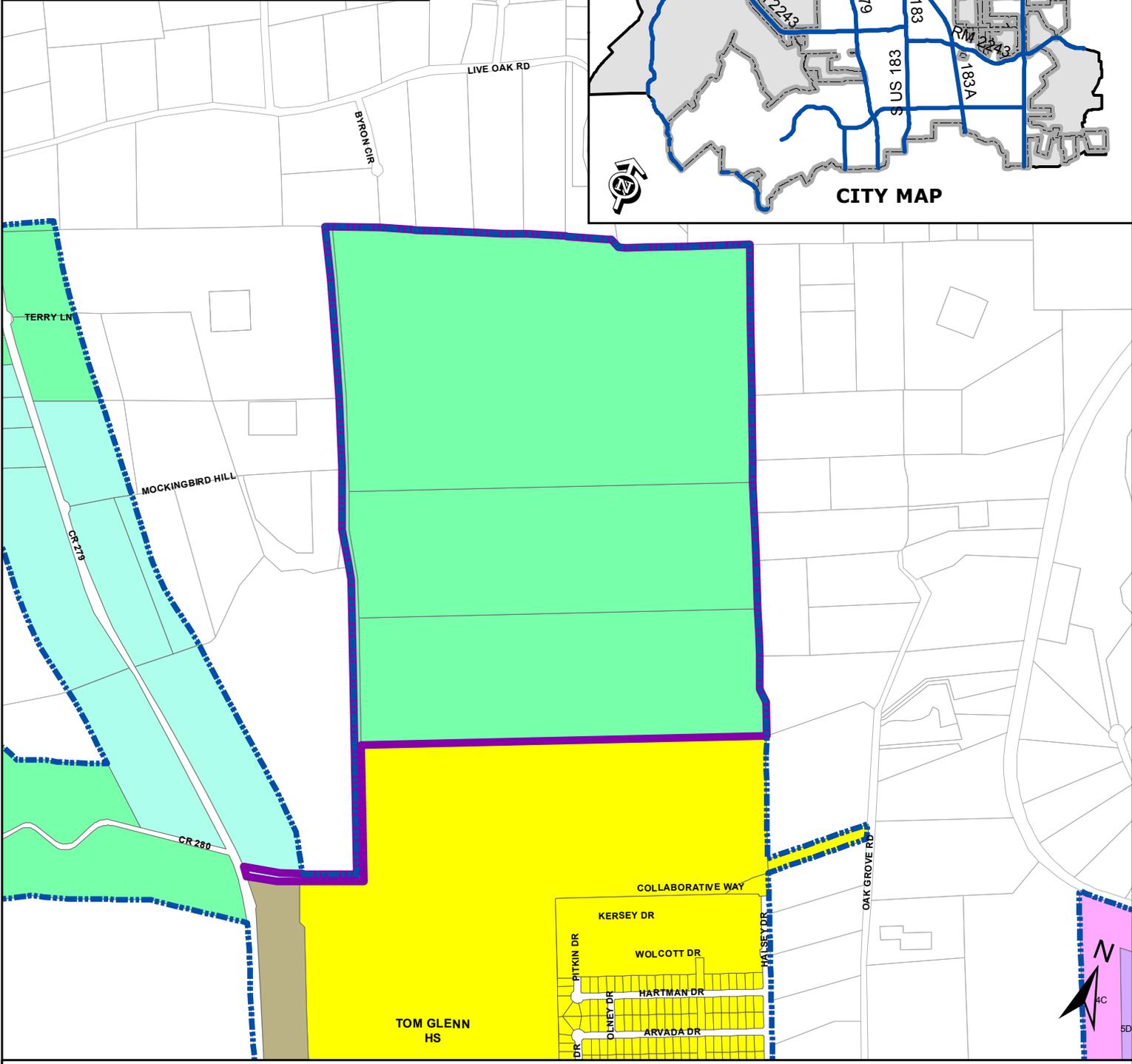
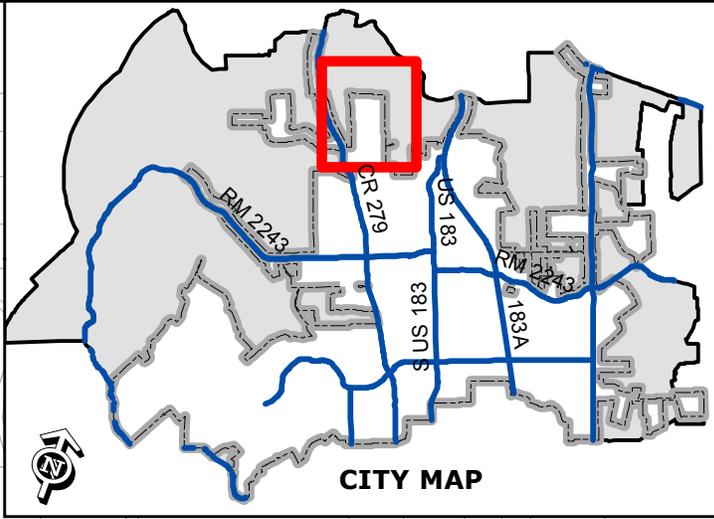
	DETACHED 40 ft. & wider lot (SFL base)	DETACHED 50 ft. & wider lot (SFC base)	DETACHED 60 ft. & wider lot (SFU base)	DETACHED 70 ft. & wider lot (SFS base)	DETACHED 80 ft. & wider lot (SFE base)	CLUSTER (Setbacks are for perimeter)
Lot Area (min.)	4,000 s.f.	5,500 s.f.	7,200 s.f.	8,400 s.f.	10,400 s.f.	n/a
Lot Width (min.)	40 ft.	50 ft.	60 ft.	70 ft.	80 ft.	n/a
Front Setback (min.)	20 ft.	20 ft.				
Side Setback (min.)	5 ft. or 0 ft. & 10 ft.	5 ft.	5 ft.	5 ft.	5 ft.	10 ft. building separation
Corner Lot - Street Side Setback (min.)	15 ft.	20 ft.				
Rear Setback (min.)	10 ft.	10 ft.	15 ft.	15 ft.	15 ft.	20 ft.
Lot Depth (min.)	100 ft.	105 ft.	110 ft.	115 ft.	120 ft.	n/a

The proposed condominium/cluster development will comply with the single-family garage standards and landscape requirements. They have also requested a waiver to the Riparian Corridor Setbacks. Currently, the ordinance requires a 100 foot setback from centerline of any riparian corridor. They have proposed to average the total riparian corridor setback to facilitate the placement of water quality improvements. They will compensate for any encroachments by adding more land to the setback in other areas.

STAFF RECOMMENDATION:

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

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.



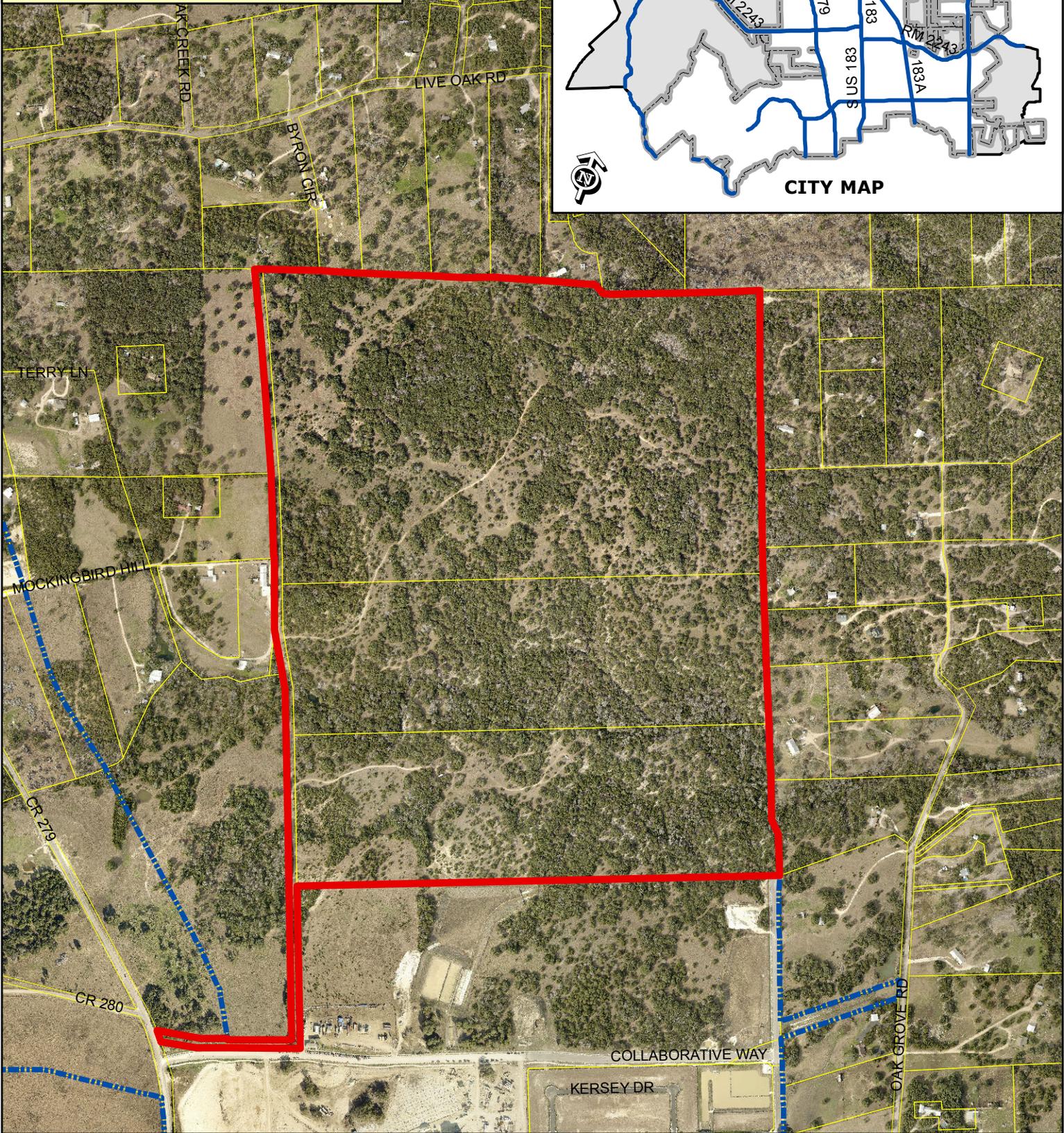
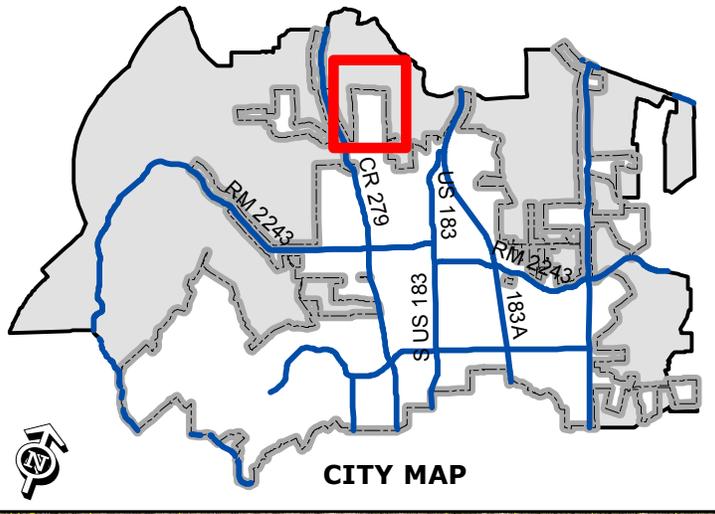
ZONING CASE 14-Z-034 Attachment #2

Current Zoning Map - Deerbrooke PUD

 City Limits	 PUD Commercial	 SFR	 SFT	 GC
 Subject Property	 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	

0 200
Feet

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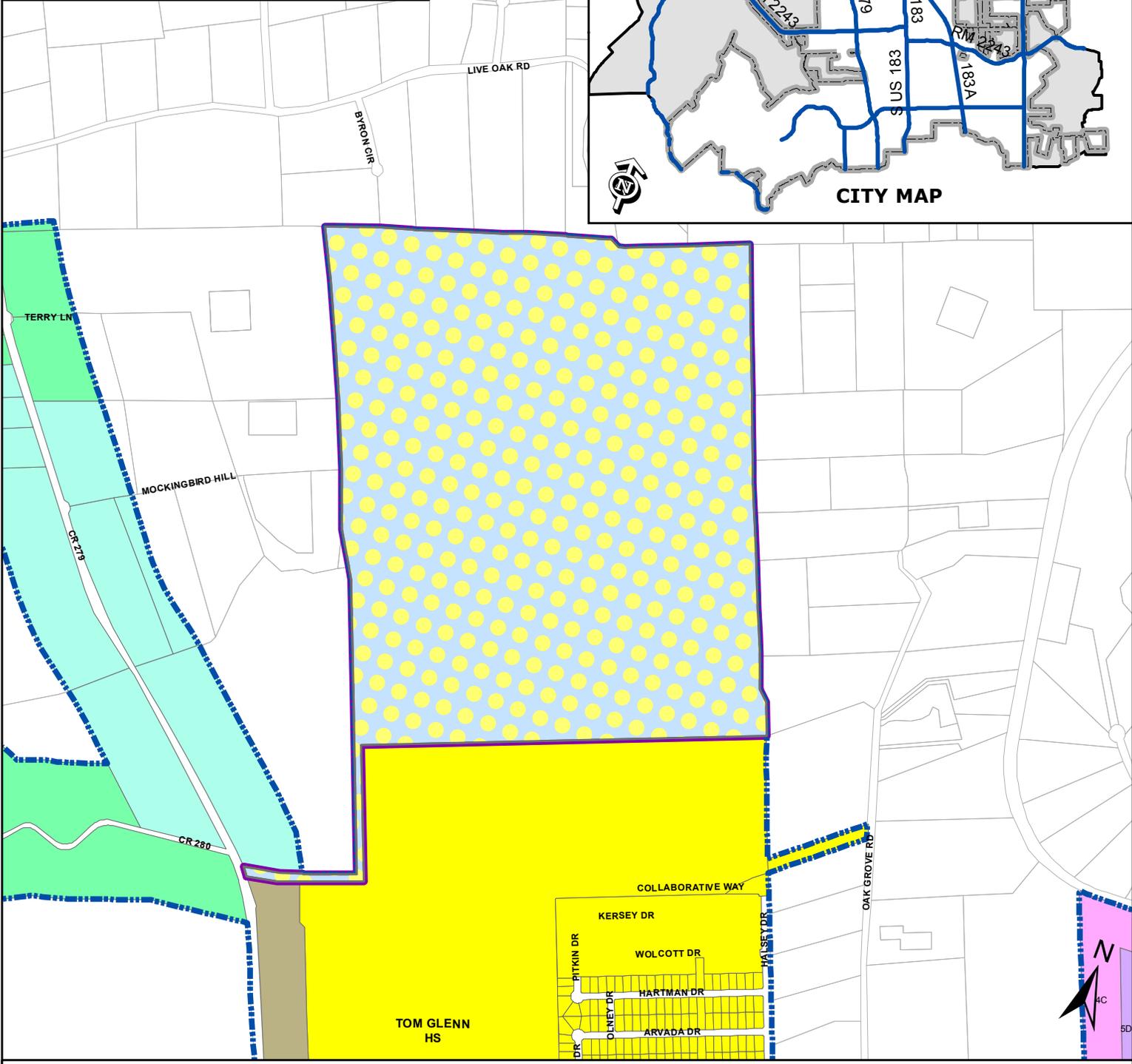
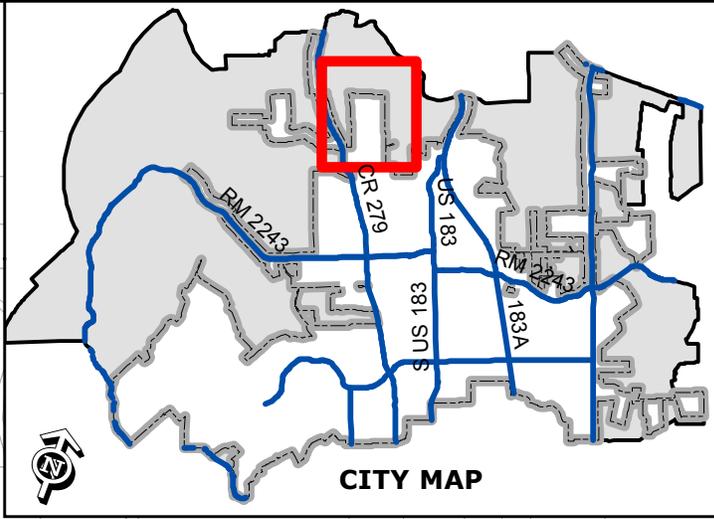
ZONING CASE 14-Z-034 Attachment #3

Aerial Exhibit - Approximate Boundaries
Deerbrooke Subdivision



-  Subject Property
-  City Limits

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ZONING CASE 14-Z-034 Attachment #4

Proposed Zoning Map - Deerbrooke PUD

	City Limits		PUD Commercial		SFR		SFT		GC
	Subject Property		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		

0 200
Feet

Exhibit A**Deerbrooke Planned Unit Development****A. Purpose and Intent**

The Deerbrooke PUD is composed of approximately 262 acres, as described in Exhibit C (Field Notes). The development of this property is planned as a high quality, residential community with a variety of residential product types.

Deerbrooke has been designed to create walkable, pedestrian friendly neighborhoods. The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit B, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design. The Conceptual Site Layout and Land Use Plan depicts a mix of residential products and open space areas that are contemplated within the community.

B. Conceptual Site Layout and Land Use Plan

The Conceptual Site Layout and Land Use Plan (Exhibit B) is a conceptual development plan intended to visually convey the design intent for the Deerbrooke 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 Deerbrooke project is comprised of a mix of various single-family detached and cluster products. Deerbrooke will include a cohesive network of open spaces, including parks, water quality areas, floodplain and trail corridors. The open space and trails system combined with the sidewalk network will be critical in establishing a walkable community.

The intent for this development is to save as many of the existing trees as possible. On each lot where native trees are not present or preserved in the front yard, the builder will install (2) - 2" caliper trees and 10 shrubs in the front yard during the construction of each residential unit. [No additional trees are required to be planted on a lot if at least two (2) native trees with a minimum diameter of 4" measured 18" above finished grade are preserved on the lot.]

C. Applicability and Base Zoning

All aspects regarding the development of this PUD shall comply with 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, base zoning districts have been selected from the Leander Composite Zoning Ordinance for the various residential products proposed within the PUD.

- *For Lots 80' and wider: Base Zoning District SFE- 2-B (Single Family Estate)*
- *For Lots 70' and wider: Base Zoning District SFS-2-B (Single-Family Suburban)*
- *For Lots 60' and wider: Base Zoning District SFU-2-B (Single-Family Urban)*
- *For Lots 50'- 59': Base Zoning District SFC-2-B (Single-Family Compact)*
- *For Lots 40'- 49': Base Zoning District SFL-2-B (Single-Family Limited)*
- *For Single Family Condominium Cluster: MF-2-B (Multi-Family)*

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

D. Residential Product Type Requirements

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

1. Single-Family Condominium (Cluster)
Maximum of 130 units
2. SFL Single-Family Limited-40' lots
Maximum of 20 units
3. SFC Single-Family Compact – 50' lots
Maximum of 250 units
4. SFU Single-Family Urban-60' lots
Minimum of 100 units
5. SFS Single-Family Suburban-70' lots
Minimum of 75 units
6. SFE Single-Family Estate-80' lots
Minimum of 50 units

E. Lot Design Standards

Residential Areas:

Deerbrooke will include a variety of residential product types and sizes. The detached residential has been broken into six categories based upon lot width and size. Cluster housing has been designated as an individual category. Detailed design standards are included within this PUD as Table 1, and are based upon the type of residential

product being constructed.

Table 1 Development Standards

	DETACHED 40 ft. & wider lot (SFL base)	DETACHED 50 ft. & wider lot (SFC base)	DETACHED 60 ft. & wider lot (SFU base)	DETACHED 70 ft. & wider lot (SFS base)	DETACHED 80 ft. & wider lot (SFE base)	CLUSTER (Setbacks are for perimeter)
Lot Area (min.)	4,000 s.f.	5,500 s.f.	7,200 s.f.	8,400 s.f.	10,400 s.f.	n/a
Lot Width (min.)	40 ft.	50 ft.	60 ft.	70 ft.	80 ft.	n/a
Front Setback (min.)	20 ft.	20 ft.				
Side Setback (min.)	5 ft. or 0 ft. & 10 ft.	5 ft.	5 ft.	5 ft.	5 ft.	10 ft. building separation
Corner Lot - Street Side Setback (min.)	15 ft.	20 ft.				
Rear Setback (min.)	10 ft.	10 ft.	15 ft.	15 ft.	15 ft.	20 ft.
Lot Depth (min.)	100 ft.	105 ft.	110 ft.	115 ft.	120 ft.	n/a

* Minimum dwelling sizes shall comply with the standards detailed in the related underlying zoning districts.

F. Single-Family Condominium Cluster

The parcels contemplated for cluster housing are limited to a total number of units not to exceed 130 and maximum of density of 18 units per acre. If a cluster product is proposed, the site will be processed as a single lot site plan. The cluster product shall be developed as detached single-family units developed in a condo regime. The units will be sold as condominium units with common open space areas that shall be maintained by a separate Condominium Homeowners Association.

Building envelopes on cluster lots shall be a minimum of thirty-feet by seventy-feet (30'x70') and the minimum dwelling size shall comply with the standards detailed in the SFL zoning District of the Composite Zoning Ordinance.

Architectural Standards for single family districts established in Article VIII of the

Composite Zoning Ordinance shall apply to the lots developed as part of the Single-Family Condominium Cluster housing.

Single-Family Condominium Cluster Landscape Standards:

1. The project shall comply with the applicable Landscape Requirements for single-family districts as listed in Article VI of the Composite Zoning Ordinance. In addition, this residential type shall comply with the multi-family provisions regarding Tree Preservation and Protection.
2. Minimum landscape requirements per unit shall be: (2) - 2” significant trees (oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species) measured 18” above finished grade immediately after planting, (5) – 1-gallon shrubs and (5) – 5-gallon shrubs in the front yard. [No additional trees are required to be planted on a lot if at least two (2) native trees with a minimum diameter of 4” measured 18” above finished grade are preserved in the front yard of the lot]

G. Garage / Parking Standards

1. Homes built on a Single Family Condominium Cluster lot shall have a minimum of a single car garage.
2. Homes built on SFL 40’ fee-simple lots shall have a minimum of a single car garage with driveways at least 18-feet long and 9-feet wide (to provide an additional off-street parking space). Alley loaded homes are not required.
3. The garage placement standards established in Article VIII of the Composite Zoning Ordinance shall apply to all development.
4. All other lots shall comply with the garage and parking standards as stated in the Composite Zoning Ordinance.

H. Fencing

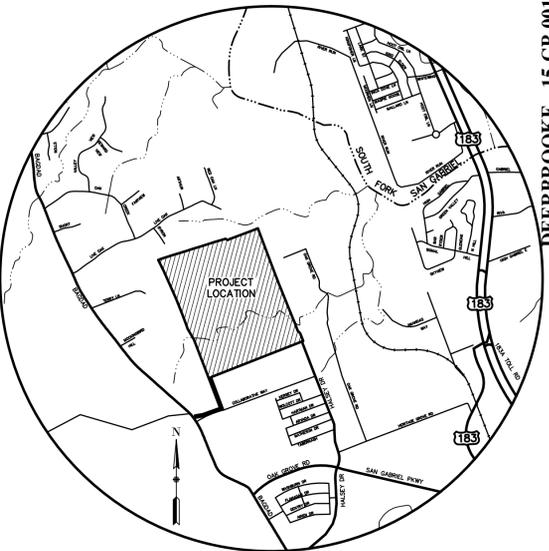
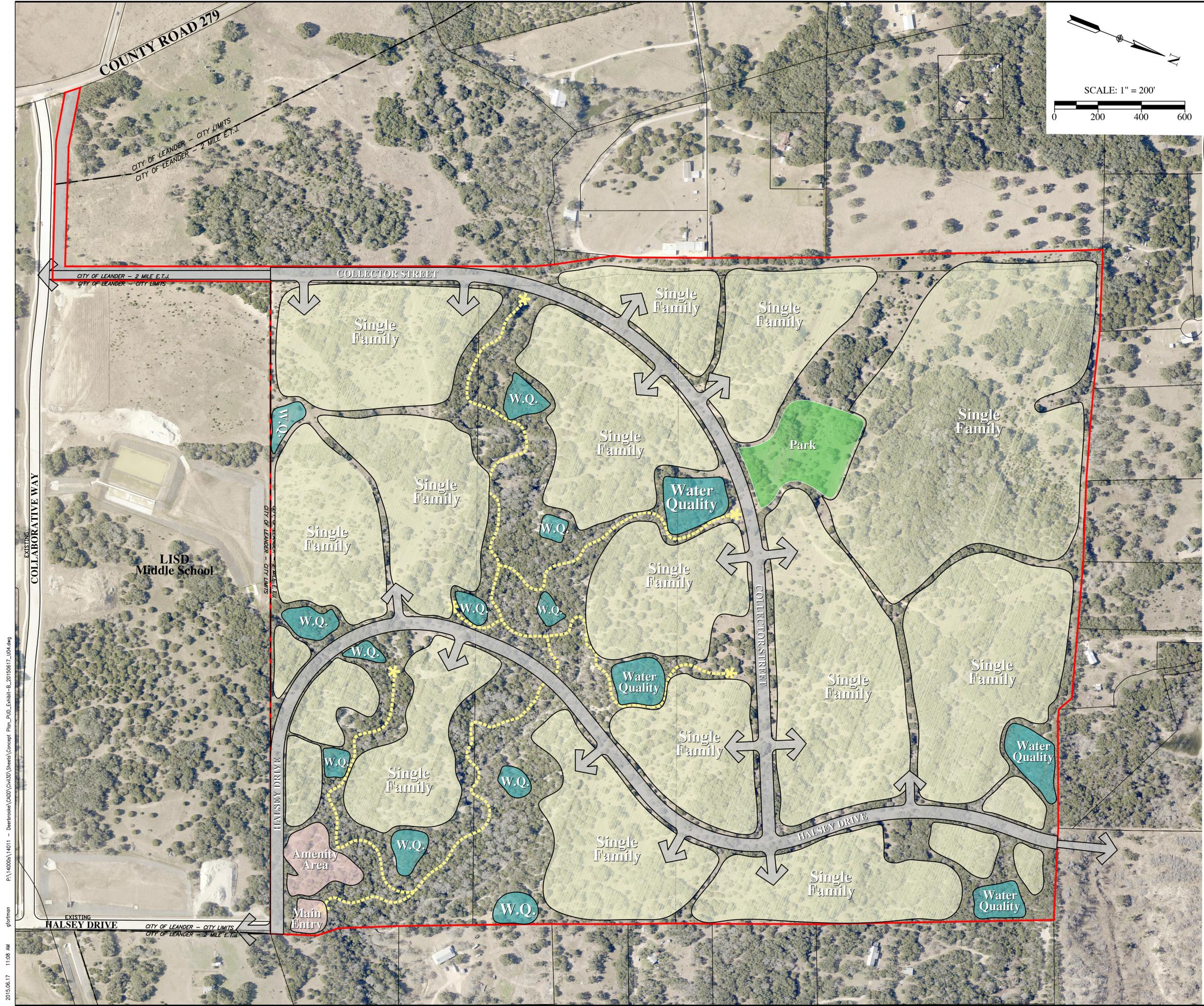
All lots that back onto parks or floodplain areas shall utilize 6 foot, wrought iron or decorative tubular metal view fencing.

I. Flag Lots

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

J. Riparian Corridor Setbacks

Riparian Corridor Standards shall apply to the PUD. Riparian corridor setbacks may be shifted as necessary to facilitate placement of required water quality improvements, and averaged so as the total riparian corridor setback area is equal to or greater than the riparian corridor setbacks as stated in the Subdivision Ordinance.



DEERBROOKE P.U.D.
EXHIBIT B
 CONCEPTUAL SITE LAYOUT
 AND LAND USE PLAN
 LEANDER, TEXAS

DEERBROOKE - 15-CP-001

2015.06.17 11:08 AM gfortman P:\4000s\14011 - Deerbrooke\CD\3\Sheets\Concept_Plan_PUD_Exhibit-B_20150617_L04.dwg

 PROPOSED TRAILS (TRAIL IMPROVEMENTS CONTINGENT ON P.I.D. APPROVAL)

LAND STRATEGIES INC.

 1010 LAND CREEK CV.
 SUITE 100
 AUSTIN, TX 78746
 PH: (512) 328-6050
 FAX: (512) 328-6172
 LS@LandStrat.COM

CIVILE, LLC
 8240 N. MOPAC EXPY
 SUITE 125
 AUSTIN, TX 78759
 OFFICE: 512-402-6878
 FAX: 512-402-6947



TEXAS REGISTERED ENGINEERING FIRM F-15581

DEERBROOKE - 15-CP-001

December 4, 2014

To: Ms. Robin Griffin, AICP
Senior Planner
City of Leander Planning Department
P.O. Box 3169
Leander, TX 78646

From: David Singleton, Southwest Land Services, Inc.

Re: Zoning Change Application
262 ac tract
Deerbrooke subdivision

On behalf of Deerbrooke Land Austin, L.L.C., we are submitting the enclosed Zoning Application to rezone the referenced property from Interim SFR-1-B to PUD zoning. The Owner wishes to develop a single-family subdivision of varying lot sizes for sale on the property.

The topography of the site ranges from relatively flat with slopes of less than two (2) percent, to the more steep areas along the primary and secondary drainage basins with slopes exceeding 15%. The property has numerous oak trees that will be cataloged in accordance with the City's Tree Ordinance.

We respectfully solicit Staff's recommendation for approval of the request and welcome any questions you have in regard to the request.

Sincerely,

David Singleton

ORDINANCE NO #

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

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 262 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "C", generally located to the northeast of the intersection of CR 279 and Collaborative Way; legally described as 262 acres more or less out of the Charles Cochran Survey, Abstract 134, more particularly described in Document Numbers 2014074595, 2014074596, 2014074597, and 2015001331 Official Public Records of Williamson County, Texas, and identified by tax identification numbers R031695, R031696, R031697, and R392814.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to PUD (Planned Unit Development) known as the Deerbrooke 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 6th day of August, 2015.
FINALLY PASSED AND APPROVED on this the 20th day of August, 2015.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

Exhibit A**Deerbrooke Planned Unit Development****A. Purpose and Intent**

The Deerbrooke PUD is composed of approximately 262 acres, as described in Exhibit C (Field Notes). The development of this property is planned as a high quality, residential community with a variety of residential product types.

Deerbrooke has been designed to create walkable, pedestrian friendly neighborhoods. The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit B, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design. The Conceptual Site Layout and Land Use Plan depicts a mix of residential products and open space areas that are contemplated within the community.

B. Conceptual Site Layout and Land Use Plan

The Conceptual Site Layout and Land Use Plan (Exhibit B) is a conceptual development plan intended to visually convey the design intent for the Deerbrooke 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 Deerbrooke project is comprised of a mix of various single-family detached and cluster products. Deerbrooke will include a cohesive network of open spaces, including parks, water quality areas, floodplain and trail corridors. The open space and trails system combined with the sidewalk network will be critical in establishing a walkable community.

The intent for this development is to save as many of the existing trees as possible. On each lot where native trees are not present or preserved in the front yard, the builder will install (2) - 2" caliper trees and 10 shrubs in the front yard during the construction of each residential unit. [No additional trees are required to be planted on a lot if at least two (2) native trees with a minimum diameter of 4" measured 18" above finished grade are preserved on the lot.]

C. Applicability and Base Zoning

All aspects regarding the development of this PUD shall comply with 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, base zoning districts have been selected from the Leander Composite Zoning Ordinance for the various residential products proposed within the PUD.

- *For Lots 80' and wider: Base Zoning District SFE- 2-B (Single Family Estate)*
- *For Lots 70' and wider: Base Zoning District SFS-2-B (Single-Family Suburban)*
- *For Lots 60' and wider: Base Zoning District SFU-2-B (Single-Family Urban)*
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- *For Lots 40'- 49': Base Zoning District SFL-2-B (Single-Family Limited)*
- *For Single Family Condominium Cluster: MF-2-B (Multi-Family)*

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

D. Residential Product Type Requirements

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

1. Single-Family Condominium (Cluster)
Maximum of 130 units
2. SFL Single-Family Limited-40' lots
Maximum of 20 units
3. SFC Single-Family Compact – 50' lots
Maximum of 250 units
4. SFU Single-Family Urban-60' lots
Minimum of 100 units
5. SFS Single-Family Suburban-70' lots
Minimum of 75 units
6. SFE Single-Family Estate-80' lots
Minimum of 50 units

E. Lot Design Standards

Residential Areas:

Deerbrooke will include a variety of residential product types and sizes. The detached residential has been broken into six categories based upon lot width and size. Cluster housing has been designated as an individual category. Detailed design standards are included within this PUD as Table 1, and are based upon the type of residential

product being constructed.

Table 1 Development Standards

	DETACHED 40 ft. & wider lot (SFL base)	DETACHED 50 ft. & wider lot (SFC base)	DETACHED 60 ft. & wider lot (SFU base)	DETACHED 70 ft. & wider lot (SFS base)	DETACHED 80 ft. & wider lot (SFE base)	CLUSTER (Setbacks are for perimeter)
Lot Area (min.)	4,000 s.f.	5,500 s.f.	7,200 s.f.	8,400 s.f.	10,400 s.f.	n/a
Lot Width (min.)	40 ft.	50 ft.	60 ft.	70 ft.	80 ft.	n/a
Front Setback (min.)	20 ft.	20 ft.				
Side Setback (min.)	5 ft. or 0 ft. & 10 ft.	5 ft.	5 ft.	5 ft.	5 ft.	10 ft. building separation
Corner Lot - Street Side Setback (min.)	15 ft.	20 ft.				
Rear Setback (min.)	10 ft.	10 ft.	15 ft.	15 ft.	15 ft.	20 ft.
Lot Depth (min.)	100 ft.	105 ft.	110 ft.	115 ft.	120 ft.	n/a

* Minimum dwelling sizes shall comply with the standards detailed in the related underlying zoning districts.

F. Single-Family Condominium Cluster

The parcels contemplated for cluster housing are limited to a total number of units not to exceed 130 and maximum of density of 18 units per acre. If a cluster product is proposed, the site will be processed as a single lot site plan. The cluster product shall be developed as detached single-family units developed in a condo regime. The units will be sold as condominium units with common open space areas that shall be maintained by a separate Condominium Homeowners Association.

Building envelopes on cluster lots shall be a minimum of thirty-feet by seventy-feet (30'x70') and the minimum dwelling size shall comply with the standards detailed in the SFL zoning District of the Composite Zoning Ordinance.

Architectural Standards for single family districts established in Article VIII of the

Composite Zoning Ordinance shall apply to the lots developed as part of the Single-Family Condominium Cluster housing.

Single-Family Condominium Cluster Landscape Standards:

1. The project shall comply with the applicable Landscape Requirements for single-family districts as listed in Article VI of the Composite Zoning Ordinance. In addition, this residential type shall comply with the multi-family provisions regarding Tree Preservation and Protection.
2. Minimum landscape requirements per unit shall be: (2) - 2” significant trees (oak, elm, pecan, walnut, hickory, cherry, cypress, redbud and any rare species) measured 18” above finished grade immediately after planting, (5) – 1-gallon shrubs and (5) – 5-gallon shrubs in the front yard. [No additional trees are required to be planted on a lot if at least two (2) native trees with a minimum diameter of 4” measured 18” above finished grade are preserved in the front yard of the lot]

G. Garage / Parking Standards

1. Homes built on a Single Family Condominium Cluster lot shall have a minimum of a single car garage.
2. Homes built on SFL 40’ fee-simple lots shall have a minimum of a single car garage with driveways at least 18-feet long and 9-feet wide (to provide an additional off-street parking space). Alley loaded homes are not required.
3. The garage placement standards established in Article VIII of the Composite Zoning Ordinance shall apply to all development.
4. All other lots shall comply with the garage and parking standards as stated in the Composite Zoning Ordinance.

H. Fencing

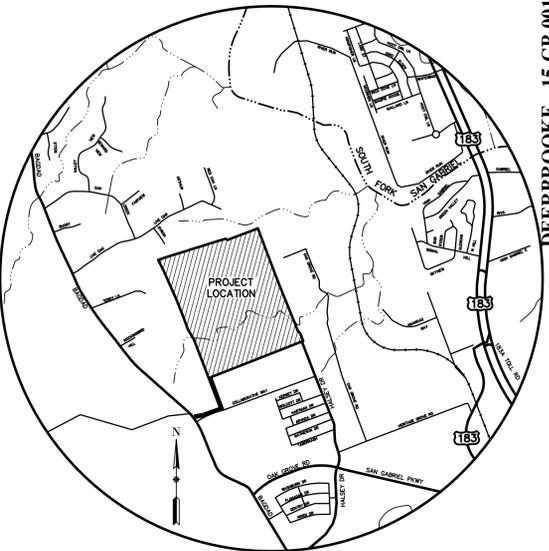
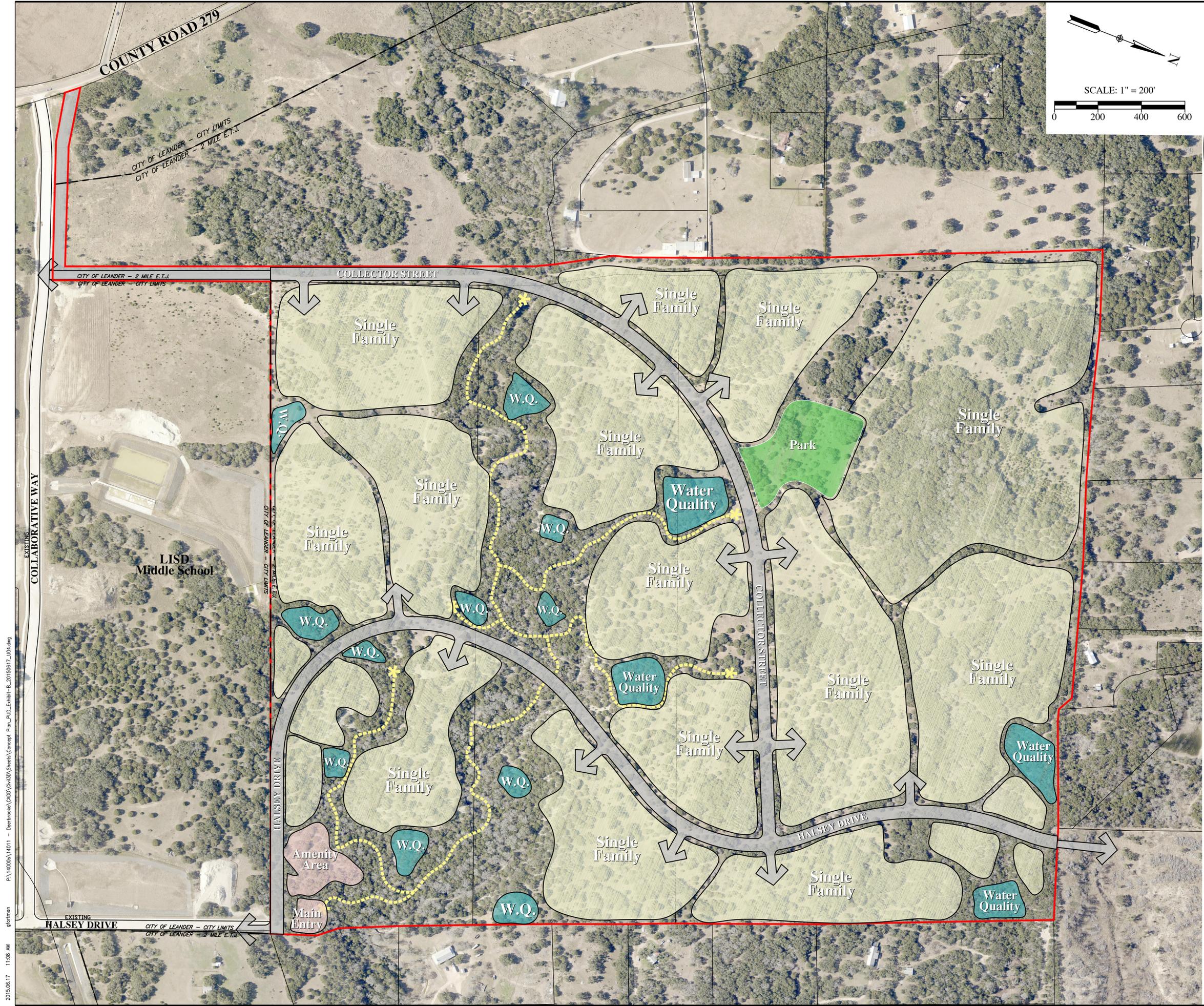
All lots that back onto parks or floodplain areas shall utilize 6 foot, wrought iron or decorative tubular metal view fencing.

I. Flag Lots

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

J. Riparian Corridor Setbacks

Riparian Corridor Standards shall apply to the PUD. Riparian corridor setbacks may be shifted as necessary to facilitate placement of required water quality improvements, and averaged so as the total riparian corridor setback area is equal to or greater than the riparian corridor setbacks as stated in the Subdivision Ordinance.



DEERBROOKE P.U.D.
EXHIBIT B
 CONCEPTUAL SITE LAYOUT
 AND LAND USE PLAN
 LEANDER, TEXAS

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 PROPOSED TRAILS (TRAIL IMPROVEMENTS CONTINGENT ON P.I.D. APPROVAL)

LAND STRATEGIES INC.

 PAUL LINEHAN & ASSOCIATES
 1010 LAND CREEK CV.
 SUITE 100
 AUSTIN, TX 78746
 PH: (512) 328-6050
 FAX: (512) 328-6172
 LSI@LandStrat.COM

CIVILE, LLC
 8240 N. MOPAC EXPY
 SUITE 125
 AUSTIN, TX 78759
 OFFICE: 512-402-6878
 FAX: 512-402-6947



TEXAS REGISTERED ENGINEERING FIRM F-15581

Consent Agenda

7. Plat Vacate Case 15-PV-002: Consider action on the vacation of Lot 1 Block A of the Cantwell Tract Subdivision Final Plat for 15.516 acres more or less; generally located approximately 800 feet south of the southeast corner of the intersection of 183A Toll Rd and E. Woodview Dr, Leander, Williamson County, Texas. Applicant: Brian Parker on behalf of Crystal Falls LTD by GenCap Partners.
8. Subdivision Case 15-FP-010: Consider action on the Parkway Crossing Final Plat for 15.516 acres more or less; WCAD Parcel R497326; generally located approximately 800 feet south of the southeast corner of the intersection of 183A Toll Rd and E. Woodview Dr, Leander, Williamson County, Texas. Applicant/Agent: Brian Parker on behalf of Crystal Falls LTD.

Commissioner Wixson recued himself for item #7 and #8.

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

Public Hearing

9. **Zoning Case 14-Z-034**: Hold a public hearing and consider action on the rezoning of several parcels of land generally located to the northeast of the intersection of CR 279 and Collaborative Way, to the north of the Savanna Ranch Subdivision; 262 acres more or less; WCAD Parcels R031696, R031697, R031695 and R392814. Currently, the property is zoned 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: David Singleton on behalf of Deerbrooke Land Austin, LLC.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval.

b) Applicant Presentation

David Singleton explained the purpose for the zoning request, addressed citizens concerns and answered P & Z Commissioners questions.

c) Open Public Hearing

**Chairman Sokol opened the public hearing.
Rebecca South spoke against
Darrell Word had concerns
Cheryl Hawkins had concerns
Jacqueline Jordan had concerns
Chris Dohring had concern with traffic**

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, Commissioner Anderson seconded the motion. Motion passed unanimously.

10. Comprehensive Plan Amendment Case 15-CPA-006: Hold a public hearing and consider action on a comprehensive plan amendment requesting to add a Community Center Node located at the intersection of Ronald W. Reagan Blvd and the future Gabriel's Horn Road to the Future Land Use Plan; Leander, Williamson County, Texas. Applicant: Jones & Carter, Inc on behalf of Pamela Christianson.

A) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends denial of the Community Center Node and approval of a Neighborhood Center Node.

b) Applicant Presentation

Shawn Graham was agreeable to the staff recommendation of the Neighborhood Center Node.

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 Anderson moved to deny the requested Community Center Node and approve staff's recommendation of the Neighborhood Center Node, Vice Chair Allen seconded the motion. Motion passed unanimously.

11. Zoning Case 15-Z-014: Hold a public hearing and consider action on the rezoning of two parcels of land located at 18130 Ronald W. Reagan Blvd; 58.675 acres more or less; WCAD Parcels R489942 and R021710. Currently, the property is zoned Interim SFR-1-B (Single Family Rural). The applicant is proposing to zone the property to SFC-2-A (Single Family Compact) and LC-2-A (Local Commercial), Leander, Williamson County, Texas. Applicant: Jones & Carter, Inc on behalf of Pamela Christianson.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval.

b) Applicant Presentation

Shawn Graham was present for questions.



Executive Summary

August 6, 2015

Agenda Subject: Consider recommendation and appointment to the Economic Development Committee

Background: The Board Selection Committee interviewed Mr. Marc Wicks and has Made a recommendation to place him on the Mayor's Economic Development Committee

Origination:

Recommendation: N/A

Attachments: Application for Marc Wicks

Prepared by: Debbie Haile TRMC, City Secretary



CITY OF LEANDER, TEXAS



Board & Commission Application

Please check appropriate boxes for all Boards or Commissions you are interested in serving on.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> People with Disabilities Committee |
| <input checked="" type="checkbox"/> Economic Development Committee | <input type="checkbox"/> Board of Adjustment/Appeal |
| <input type="checkbox"/> Parks & Recreation Advisory Board | <input checked="" type="checkbox"/> Ethics Commission |
| <input type="checkbox"/> Public Art Commission | <input type="checkbox"/> Veterans Park Committee |
| <input type="checkbox"/> TIRZ/Development Authority Board | <input type="checkbox"/> Library Foundation Board |

PERSONAL INFORMATION

Name: Marc Wicks

Home Address: 1513 Lotus Flower Ln City Leander Zip 78641

Home Phone: (512) 337-6411 Cell Phone 609-638-5240

Email Address: mwicks@CambreySolutions.com

Do you live inside the Leander City Limits? Yes 2 years No ETJ?

Are you a current registered voter? Yes No
If yes, please provide copy of voter registration card

OCCUPATIONAL INFORMATION

Business Name Cambrey Solutions LLC Occupation Staffing Firm

Address: 1513 Lotus Flower Ln City Leander Zip 78641

Phone: (512) 337-6411

Business Owner Yes No

Are you now or have you in the past served on any Boards or Commissions? Yes No

If yes, list Board or Commission served on: President of Crystal Crossing HOA Date 2014-2015

Signature Marc Wicks Date 5/19/2015

Submit applications with a resume and letter of interest to:

Debbie Haile, City Secretary
 Mail: P.O. Box 319, Leander, Texas 78646
 Phone: 512/528-2743

Address: 200 W. Willis, Leander, Texas 78641
 Fax: 512/259-1605 Email: Debbie@leandertx.gov

JASON M. BARNETT
 Elections Administrator
 P.O. Box 209
 Georgetown, Texas 78627
 (512) 943-1630
 www.wilco.org/elections

Secretary of State's Office
 Elections Division
 1-800-252-VOTE (8683)
 www.sos.state.tx.us

Presorted
 First-Class Mail
 U.S. Postage Paid
 Georgetown, TX
 Permit no. 209

RETURN SERVICE REQUESTED **DEMOCRATIC**

N1183673



VOTER REGISTRATION CERTIFICATE (Certificado de Registro Electoral)			WILLIAMSON COUNTY (Condado de Williamson)				
VOID (VUID)	Gender (Sexo)	Valid from (Válido desde)	U.S. REP. (Rep. Federal)	STATE SEN. (Sen. Estatal)	STATE REP. (Rep. Estatal)	COMM. PCT. (Com. Pcto.)	J.P. PCT. (J.P. Pcto.)
1181803822	M	01/01/2014	31	5	136	2	2
Year of Birth (Año de Nacimiento)	Prec. No. (Núm. Pcto.)	thru (hasta)	SCHOOL DIST. (Distrito Escolar)	CITY (Ciudad)	CONSTABLE (Alguacil)		
1967	264	12/31/2015	LS	LC	2		
Name and Permanent Residence Address (Nombre y dirección residencial permanente)			Name and Mailing Address (Nombre y dirección de correo)				
MARC ALAN WICKS 1513 LOTUS FLOWER LOOP LEANDER TX 78641			961090				
 VOTER MUST PERSONALLY SIGN HIS/HER NAME IMMEDIATELY UPON RECEIPT, IF ABLE (El votante debe firmar esta tarjeta personalmente al recibirla, si puede.)			115436 MARC ALAN WICKS 1513 LOTUS FLOWER LOOP LEANDER TX 78641-1984				





Marc Wicks
1513 Lotus Flower Loop
Leander, TX 78641

Ms. Debbie Haile, TRMC, City Secretary
City of Leander
P.O. Box 319
Leander, TX 78646

May 19, 2015

Dear Ms. Haile,

I would like to express my interest in becoming a Committee Member with the City of Leander where I can use my skills to help our community reach its objectives.

I have held the position of President of the Crystal Crossing HOA in 2014 and 2015, where Mayor Fielder can attest that I have great leadership and organizational skills from a community event that I have spearheaded over the past 2 years. Also, I took part in meetings and helped the community build a foundation of trust and reliability.

I have excellent leadership skills from owning a Staffing Firm called Cambray Solutions LLC located right here in Leander. It focuses on IT, Accounting & Finance and Allied Health. If needed I can help you create and implement new projects that will enhance the performance of the staff and also have the ability to help create marketing campaigns that can generate new business into our community.

I am computer literate with extensive knowledge of Microsoft Office Programs and have the ability to learn any programs or software that I am not already familiar with. I am resourceful and have the ability to multi-task to ensure everything is done on time, while still maintaining a high level of efficiency.

I get along well with others when working in a group setting and I have the ability to help others find common ground when they disagree on what actions to take. Sometimes, it just takes a little negotiating to help reach a reasonable agreement that benefits the task at hand. I am confident that I have the skills and experience to hold this position and to be a great benefit to the City of Leander.

I look forward to meeting with you in person. Please call (512)337-6411 to make arrangements for the next steps.

Sincerely,

Marc Wicks

AGENDA ITEM # 16



Executive Summary

August 6, 2015

Agenda Subject: Consider appointment of Council Member to the Comprehensive Plan Steering Committee

Background: Council Member Stephenson currently serves on the Comprehensive Plan Steering Committee. She has asked to be replaced as she will be unable to attend future meetings

Origination:

Recommendation: N/A

Attachments: N/A

Prepared by: Debbie Haile TRMC, City Secretary



Executive Summary

August 6, 2015

Subject: Discussion and possible action to appoint a Councilmember to a CAMPO steering committee for a sub-regional transportation planning study.

Background: CAMPO will be creating a steering committee to work with their consultant team on a sub-regional transportation study of western Travis and southwestern Williamson Counties. They have requested a representative from the City Council to serve on the steering committee.

Financial Consideration: None

Recommendation: Staff recommends appointing a Councilmember to this steering committee

Attachments: Email from Ashby Johnson, Executive Director of CAMPO

Prepared by: Tom Yantis, Assistant City Manager

Tom Yantis

From: Johnson, Ashby [Ashby.Johnson@campotexas.org]
Sent: Wednesday, July 29, 2015 3:32 PM
To: Tom Yantis
Cc: Tindall, Phillip
Subject: Western Travis and Southeastern Williamson Counties Mobility Study

Hi Tom,

CAMPO will be kicking off a major subregional study in the next 45 days. The study will probably run for about 10 months. The purpose of the study is to identify mobility issues in Western Travis and Southeastern Williamson Counties and make short-, medium-, and long-term recommendations to improve mobility. The CAMPO study will be a follow on to the ongoing TxDOT studies on SH 360 and FM 620. We will not repeat TxDOT's work but will incorporate their findings as a basis for ours and move beyond their study. We would very much like to have representation from Leander.

The CAMPO study will have a Stakeholders'/Steering Committee composed of local elected officials. Chairman Conley will appoint members to the Stakeholders' Committee at the August or September Policy Board meeting. Currently, Commissioner Brigid Shea and Commissioner Gerald Daugherty will be the co-chairs of the Stakeholders' Committee. Other potential members are: Judge Sarah Eckhardt (Travis County), Commissioner Cynthia Long (Williamson County), Commissioner Will Conley (Hays County), Judge James Oakley (Burnet County), and Joe Bain (City of Lakeway). I'm also asking for representation from the City of Bee Cave.

In addition to the Stakeholders'/Steering Committee, there will also be a committee composed of key staff from each participating locality that will serve to help CAMPO staff develop the study document. This study will be done through a consultant contract that will be primarily managed by CAMPO staff. One of the first responsibilities of the Technical Committee will be to help CAMPO rank and score the consultant proposals.

I know that it will be necessary to take an item like this to council for formal appointment. We will be discussing this item at the August 10, 2015 meeting and Chairman Conley may choose to appoint some of the Stakeholders' Committee members at that time. He will also have the opportunity to appoint members to the committee at the Policy Board's September 14, 2015 meeting.

Please let me know if this is an effort that Leander would like to participate in as a stakeholder and on the technical committee. A response to this email message or a phone call (512-974-2275) will suffice for the moment. Feel free to call me if you have any questions or need additional information.

Thanks,

Ashby

Ashby Johnson, Executive Director
Capital Area MPO (CAMPO)
P.O. Box 1088
Austin, TX 78767
512/974-2656 (v)
512/974-6385 (f)
ashby.johnson@campotexas.org



Executive Summary

August 6, 2016

Council Agenda Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS PERTAINING TO THE AMENDED AND RESTATED WATER MANAGEMENT PLAN APPLICATION FILED WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY BY THE LOWER COLORADO RIVER AUTHORITY; MAKING FINDINGS AND DETERMINATIONS RELATING THERETO; AND DECLARING AN EFFECTIVE DATE.

Background: This resolution gives continued Council consent to representation of its interests by and through the Steering Committee of the Highland Lakes Firm Water Customer Cooperative (HLFWCC) in proceedings before the TCEQ concerning the Lower Colorado River Authority's (LCRA's) Amended and Restated Water Management Plan (WMP) in order to fully protect the interests of the City and other members of the Cooperative. Council previously approved the Interlocal Agreement forming the HLFWCC on March 7, 2013 and also approved Resolution 13-005-00 on May 2, 2013 supporting the HLFWCC's efforts relating to the WMP. The proposed resolution supports withdrawing a request for a contested case hearing of the 2012 version of the WMP Application while allowing similar representation concerning the Amended and Restated WMP Application.

Origination: Pat Womack, Public Works Director

Financial Consideration: None

Recommendation: Staff requests approval of the Resolution

Attachments: Resolution and Resolution 13-005-00

Prepared by: Pat Womack, Public Works Director

RESOLUTION NO. 15-XXX-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS PERTAINING TO THE AMENDED AND RESTATED WATER MANAGEMENT PLAN APPLICATION FILED WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY BY THE LOWER COLORADO RIVER AUTHORITY; MAKING FINDINGS AND DETERMINATIONS RELATING THERETO; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Leander (“CITY”) is a member of the Highland Lakes Firm Water Customer Cooperative (“HLFWCC”);

WHEREAS, by Resolution dated May 22, 2013, the HLFWCC Steering Committee determined that it was in the best interest of its member entities for the HLFWCC to participate to the fullest extent allowed by law in the proceedings before the Lower Colorado River Authority, Texas Commission on Environmental Quality (“TCEQ”), and State Office of Hearing Examiners (and subsequent legal proceedings, if necessary) in order to ensure that member entities of the HLFWCC, through the HLFWCC, can protect their interests as firm water customers, and further specifically determined that those interests were best served by the submittal by HLFWCC of public comments, request for party status, and request for a contested case hearing on the March 12, 2012 application filed by the Lower Colorado River Authority (“LCRA”) with the TCEQ (the “**Application**”) seeking to amend LCRA’s water rights permit and certificates of adjudication by amending the Water Management Plan (the “**WMP**”), which application was designated by the TCEQ as Application No. 5838A;

WHEREAS, on May 2, 2013, the CITY concurred with the HLFWCC Steering Committee’s determinations and approved the submittal of public comments, request for party status, and request for a contested case hearing on the Application;

WHEREAS, on May 24, 2013 the HLFWCC Steering Committee submitted public comments on the Application and requested party status and a contested case hearing on the Application;

WHEREAS, on June 3, 2013, based on comments submitted by the HLFWCC Steering Committee and other interested persons, the Executive Director of the TCEQ determined that further evaluation of the Application was necessary;

WHEREAS, in May 2014, the Executive Director’s staff issued a report with recommendations that required changes to the Application;

WHEREAS, on October 31, 2014, LCRA submitted a revised and supplemental WMP application, and subsequently has also submitted several additional supplements

and updates to the Application, all which retain the TCEQ designation of Application No. 5838A (collectively, the “**Amended and Restated Application**”);

WHEREAS, the HLFWCC Steering Committee has reviewed the Amended and Restated Application and determined that the provisions of its May 22, 2013 resolution apply equally to the Amended and Restated Application;

WHEREAS, the purpose of this Resolution is to clarify that the CITY’s May 2, 2013 Resolution also applies to the Amended and Restated Application – specifically, to clarify that the CITY has determined that, with regard to the Amended and Restated Application, it approves the submittal by the HLFWCC Steering Committee of public comments, request for party status, and request for a contested case hearing on the Amended and Restated Application, and consents to the CITY’s representation in all proceedings involving the WMP by the HLFWCC Steering Committee.

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

Section 1. The statements set out in the preamble to this resolution are hereby found to be true and correct and are approved and adopted.

Section 2. All provisions of the CITY’s May, 2, 2013 Resolution remain in full force and effect and apply equally to the Amended and Restated Application.

Section 3. The CITY hereby approves withdrawal of HLFWCC’s May 24, 2013 public comments and request for a contested case hearing on the Application, and approves submittal of public comments and request for a contested case hearing on the Amended and Restated Application in substantially the form approved by a majority of the Steering Committee members.

Section 4. The City Council hereby directs the HLFWCC Steering Committee to continue to work to resolve its issues related to the Amended and Restated Application and authorizes modification or withdrawal of the HLFWCC’s public comments or request for a contested case hearing if a majority of the Steering Committee determines that it is in the best interest of a majority of the HLFWCC to do so. However, even if the HLFWCC modifies or withdraws its public comments or request for contested case hearing, nothing in this Resolution will prevent the CITY from participating in proceedings on the Amended and Restated Application or any other matter related to the WMP on its own behalf.

Section 5. The meeting at which this resolution was approved was conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6. This resolution is effective immediately upon its adoption.

City of Leander-HLFWCC WMP Resolution

PASSED AND APPROVED this 6th day of August 2015 at a Meeting of the City Council of the City of Leander, Texas.

CITY OF LEANDER

By: _____
Christopher Fielder, Mayor

Date: _____

ATTEST:

By: _____
Debbie Haile, TRMC, City Secretary

Date: _____

CERTIFICATION

**STATE OF TEXAS
COUNTY OF TRAVIS**

I, Debbie Haile, being the Secretary of the City of Leander do certify that the foregoing is a true and correct copy of the above-captioned Resolution approved by the City Council of the City of Leander.

Witness my hand and seal of office this _____ day of _____, 2015.

By _____
Debbie Haile, TRMC, City Secretary

RESOLUTION NO. 13-005-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS SUPPORTING THE DETERMINATION OF THE STEERING COMMITTEE OF THE HIGHLAND LAKES FIRM WATER CUSTOMERS COOPERATIVE TO SEEK PARTY STATUS AND REQUEST A CONTESTED CASE HEARING, IF RECOMMENDED BY THE STEERING COMMITTEE ON THE APPLICATION OF THE LOWER COLORADO RIVER AUTHORITY TO AMEND ITS WATER MANAGEMENT PLAN; AUTHORIZING PARTICIPATION IN PROCEEDINGS RELATED TO THE LCRA WATER MANAGEMENT PLAN APPLICATION NO. 5838A CURRENTLY PENDING BEFORE TCEQ THROUGH THE HIGHLAND LAKES FIRM WATER CUSTOMERS COOPERATIVE; MAKING OTHER FINDINGS AND DETERMINATIONS RELATING THERETO; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Lower Colorado River Authority (“**LCRA**”) is the owner of Permit No. 5838 and Certificates of Adjudication Nos. 14-5478 and 14-5482 issued by the Texas Water Commission (now known as the Texas Commission on Environmental Quality (“**TCEQ**”)) pertaining to surface water rights in the Highland Lakes in the Colorado River Basin;

WHEREAS, on or about March 12, 2012, LCRA filed a permit application with the TCEQ seeking to amend its water rights permit and certificates of adjudication by amending the Water Management Plan (the “**WMP**”);

WHEREAS, the WMP is required by LCRA’s permits and certificates of adjudication and governs the amount of stored water released from the Highland Lakes; therefore, the WMP’s provisions materially and substantially affect the rights of LCRA’s firm water customers whose water supply comes from the Highland Lakes;

WHEREAS, the City of Leander (the “**CITY**”) and LCRA are parties to a firm water supply contract pursuant to which the CITY obtains its municipal water supply from the Highland Lakes; accordingly, the CITY is a “firm water customer” of LCRA;

WHEREAS, the CITY is a party to that certain “Interlocal Cooperation Agreement Regarding the Creation of the Highland Lakes Firm Water Customers Cooperative,” dated to be effective on or about March 7, 2013 (the “**Interlocal Agreement**”) and is a member of the Highland Lakes Firm Water Customers Cooperative (the “**Cooperative**”) created pursuant to the Interlocal Agreement;

WHEREAS, the CITY has determined that it will support a recommendation, if any, of the Steering Committee to seek party status and request a contested case hearing

on the LCRA's WMP permit application in order to fully protect the interests of the CITY and other members of the Cooperative.

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

Section 1. The statements set out in the preamble to this resolution are hereby found to be true and correct and are approved and adopted.

Section 2. The CITY will support a determination, if any, of the Steering Committee of the Highland Lakes Firm Water Customer Cooperative to seek party status and request a contested case hearing on LCRA's WMP permit application No. 5838A currently pending before TCEQ, to ensure representation of its member entities in any contested case hearing that may be held on the WMP.

Section 3. The CITY consents to representation of its interests by and through the Steering Committee of the Highland Lakes Firm Water Customer Cooperative in all proceedings before the State Office of Administrative Hearings and the Texas Commission on Environmental Quality related to the LCRA Water Management Plan.

Section 3. The CITY's Authorized Representative (defined in the Interlocal Agreement) and other staff are authorized and directed to support the efforts of the Cooperative consistent with this Resolution, as the Steering Committee may request.

Section 4. The meeting at which this resolution was approved was conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

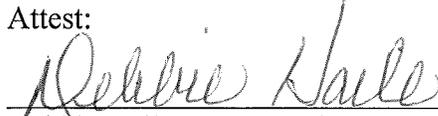
Section 5. This resolution is effective immediately upon its adoption.

PASSED AND APPROVED this 2nd day of May, 2013 at a Meeting of the City Council of the City of Leander, Texas



Christopher Fielder, Mayor

CITY OF LEANDER

Attest:


Debbie Haile, TRMC, City Secretary



Executive Summary

August 6, 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. (Mandatory twice-a-week watering began on September 2, 2011.) 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 1,567,229 acre-feet of combined storage on July 29th for a combined storage of 78% full. Recently both lakes have begun to drop slightly. Based on a combined storage above 1.4 million acre-feet, the attached Drought Contingency Plan (DCP) allows voluntary twice-a-week outdoor watering. The attached Leander Water Use Graph shows the monthly water use for the last five and a half years. Water use generally remains at or below 2011 levels, without adjusting for recent strong residential growth in the City. 2014's water use was nearly 24% less than the LCRA-approved pro rata baseline amount, which does consider recent growth.

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

Financial Consideration: Undetermined

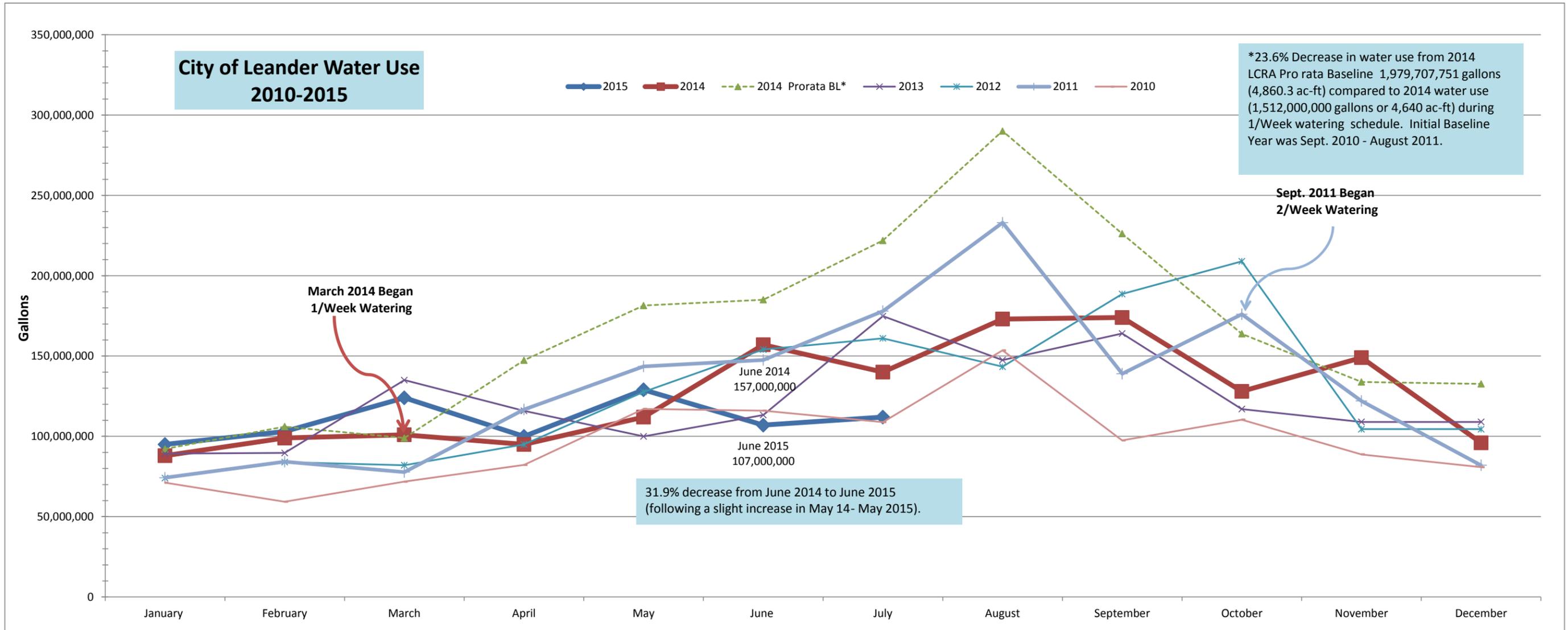
Recommendation: Staff recommends implementing a voluntary Twice-a-Week outdoor watering schedule (Stage 1).

Attachments: City of Leander Water Use Table
Highland Lakes Storage Chart (As of 7/1/2015)
DCP

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

City of Leander Water Use 2010-2015

Purchased Water (Gallons)	January	February	March	April	May	June	July	August	September	October	November	December	Year (Gallons)	Year to Year Increase or Decrease (-)
2015	95,000,000	103,000,000	124,000,000	100,000,000	129,000,000	107,000,000	112,000,000						770,000,000	
2014	88,000,000	99,000,000	101,000,000	95,000,000	112,000,000	157,000,000	140,000,000	173,000,000	174,000,000	128,000,000	149,000,000	96,000,000	1,512,000,000	3.2%
2014 Prorata BL*	92,183,248	106,097,086	98,960,949	147,382,407	181,466,422	185,083,368	221,937,116	290,072,560	226,173,179	163,837,883	133,859,591	132,653,942	1,979,707,751	*
2013	89,247,000	89,655,000	135,000,550	115,888,888	99,992,000	113,302,000	174,852,000	147,537,000	164,000,000	117,000,000	109,000,000	109,000,000	1,464,474,438	-4.1%
2012	74,000,000	84,001,100	82,000,000	95,000,000	127,715,000	154,080,000	161,000,000	143,360,000	188,590,000	208,980,000	104,490,000	104,490,000	1,527,706,100	-2.9%
2011	74,239,000	84,256,500	77,754,500	116,705,500	143,499,000	147,525,000	178,000,000	233,000,000	139,000,000	176,000,000	122,000,000	82,000,000	1,573,979,500	36.0%
2010	71,171,000	59,341,000	71,792,000	82,229,000	117,077,000	115,961,000	108,838,000	153,513,000	97,477,000	110,413,000	88,777,000	80,849,000	1,157,438,000	



ORDINANCE NO. 11-027-00

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS; AMENDING
THE WATER CONSERVATION AND DROUGHT CONTINGENCY
PLAN; PROVIDING OPEN MEETINGS AND EFFECTIVE DATE
CLAUSES**

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

Section 1. Amend Article 13.400. The City Council hereby amends Article 13.400, Leander Code of Ordinances in its entirety to read as shown in Exhibit "A", attached hereto and incorporated herein for all purposes.

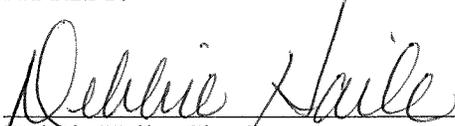
Section 2. Amendment of Ordinances. Article 13.400, Leander Code of Ordinances is amended in its entirety as provided herein. All prior ordinances of the City dealing with or applicable to water conservation and drought contingency plans are hereby amended to the extent of any conflict herewith, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

Section 3. Effective Date. This Ordinance shall take effect after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

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 this the 1st day of September, 2011.

ATTEST:


Debbie Haile, City Secretary

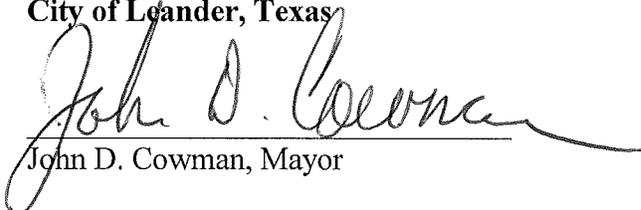
City of Leander, Texas

John D. Cowman, Mayor

EXHIBIT A

ARTICLE 13.400 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

Sec. 13.401 Declaration of Policy, Purpose and Intent

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

(b) When it appears that the city’s system-wide water demand or water supply warrants the implementation of conservation measures, such measures shall be ordered within the city as provide in this article. The voluntary or mandatory conservation program will be implemented by the directive of the city manager as provided in this article.

(c) Water uses regulated or prohibited under this article are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in Section 13.411 of this article.

Sec. 13.402 Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Leander by means of scheduling and providing public notice of a public meeting to accept input on the Plan.

Sec. 13.403 Public Education

The City of Leander will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of public events, press releases or utility bill inserts.

Sec. 13.404 Coordination with Regional Water Planning Groups

The service area of the City of Leander, Texas, is located within the Regional Water Planning

Group (RWPG) G, Brazos River Authority; and the City of Leander has given this Plan to the Lower Colorado River Authority, Brazos River Authority, and the City of Cedar Park, Texas.

Sec. 13.405 Authorization

The City Manager of the City of Leander or his/her designees is hereby authorized and directed to implement the applicable provisions of this article upon determination that such implementation is necessary to protect public health, safety and welfare. The city manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this article. Unless otherwise specified by the City Manager, the City Manager's primary designee is the Pubic Works Director and the, alternate designee is the: City Engineer.

Sec. 13.406 Notice Requirements

The City of Leander shall notify the executive director of the Texas Commission on Environmental Quality and LCRA General Manager in writing within five (5) business days of the implementation of any mandatory provisions of the Drought Contingency Plan.

Sec. 13.407 Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Leander. The terms "person" and "customer" as used in the Plan include individuals, corporations, partnerships, associations and all other legal entities.

Sec. 13.408 Definitions

For the purposes of this Plan, the following definitions shall apply:

Aesthetic Water Use. Water use for ornamental or decorative purposes such as fountains, reflecting pools and water gardens.

Commercial and Institutional Water Use. Water use which is integral to the operations of commercial and non-profit establishments and governmental entities such as retail establishments, hotels and motels, restaurants and office buildings.

Conservation. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer. Any person, company or organization using water supplied by the City of Leander.

DCP. Drought Contingency Plan.

Domestic Water Use. Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry or institution.

Even number address. Street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8 and locations without addresses.

Industrial Water Use. The use of water in processes designed to convert materials of lower value into forms having greater usability and value, including the development of power by means other than hydroelectric.

Landscape Irrigation Use. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, parks, and rights-of-way and medians.

LCRA. Lower Colorado River Authority, or successor agency.

Livestock water use. The use of water for the open-range watering of livestock, exotic livestock, game animals or fur-bearing animals. For purpose of this definition, the terms “livestock” and exotic “livestock” are to be used as defined in Section 142.001 of the Texas Agriculture Code, as amended, and the terms “game animals” and “fur-bearing animals” are to be used as defined in Section 63.001 and Section 71.001, respectively, of the Parks and Wildlife Code, as amended.

Non-Essential Water Use. Water uses that are not essential nor required for the protection of public, health, safety and welfare, including:

- (1) Irrigation of landscaped areas, including public and private parks, athletic fields, and street right-of-way/medians, except otherwise provided under this article;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than immediate fire protection;
- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;

(6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;

(7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life;

(8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and

(9) Use of water from hydrants or flush valves for construction purposes or any other purposes other than fire fighting.

Odd numbered address. Street addresses, box numbers, or rural postal route numbers ending in 1, 3, 5, 7, or 9.

TAC. Texas Administrative Code.

Sec. 13.409 Permanent Water Conservation Measures

(a) A person may not:

(1) fail to repair a controllable leak, including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet;

(2) operate a permanently installed irrigation system with:

(A) a broken head;

(B) a head that is out of adjustment and the arc of the spray head is over a street or parking lot; or

(C) a head that is misting because of high water pressure; or

(3) during irrigation, allow water:

(A) to run off a property and form a stream of water in a street for a distance of 50 feet or greater; or

(B) to pond in a street or parking lot to a depth greater than one-quarter of an inch.

(b) Irrigation of apartment common areas shall comply with the following requirements, in conjunction with drought control measures:

(1) Irrigation of common areas of apartments may only occur between the hours of 7:00 p.m. and 10:00 a.m. Irrigation of apartment common areas is allowed between the hours of 10:00 a.m. and 7:00 p.m. if irrigation of reclaimed water during that time is necessary to meet LCRA regulation requirements.

(2) Exceptions. The provision does not apply to the following:

(A) Hand watering.

(B) Irrigation of new lawns for a period of thirty days from planting or the date of installation.

(C) Irrigation by commercial gardens of licensed plant nurseries, provided the owner or licensee or his or her representative is personally on the premises at the time watering is taking place.

(D) Irrigation system testing after mowing to identify broken heads, after repairs to flush lines, to properly align sprinkler heads, or to locate a reported leak. A test run may not exceed two minutes and the individual conducting the test must be present to observe system performance.

(E) Syringing to cool down hot spots showing visible signs of stress. If syringing is performed by one station, syringing must be performed manually. On large irrigation projects, syringing may be performed by hand-held remote irrigation controllers or computerized central control for no more than three minutes, with the individual running the controllers present and observing the controllers while they are running.

(F) Landscape irrigation audits, where the application rate and efficiency of an irrigation system is being tested by aligning heads and placing cups across the turf area and the amount of water caught in the cups is measured. Testing run times of pop-up spray heads are limited to five minutes. Testing run times of impact and rotor heads are limited to fifteen minutes. The auditor performing the test must be present and must observe sprinkle performance.

Sec. 13.410 Initiation and Termination of Drought Response Stages

(a) The city manager or his/her designee shall monitor the water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or

termination of each stage of the plan, that is, when the specified “triggers” are reached. Water supply conditions will be determined by the source of supply, system capacity, and weather conditions. Water demand will be measured by the peak daily demands on the system.

- (b) The triggering criteria described below are based on information provided by the Lower Colorado River Authority, Brazos River Authority and/or the City of Cedar Park and are further based on known system capacity limits.
- (c) Public notification of the initiation or termination of drought response stages shall be by a variety of ways, examples include: bill inserts, e-mail and automated telephone calls, signs posted at entry points to the service area or a combination of these methods.
- (d) Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the city will initially declare Stage I restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage II may be implemented with Stage III and Stage IV to follow if necessary.

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

(A) **Triggers:** Customers shall be requested to adhere to the Stage 1 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. **Treatment Capacity:** For surface water systems, when total daily water demand equals or exceeds 80 percent of the total operating system treatment capacity for three consecutive days, or 85 percent on a single day;
2. **Water Supply:** Combined storage of Lakes Travis and Buchanan reaches

1.4 million acre-feet in accordance with the LCRA Drought Contingency Plan for Firm Water Customers (DCP).

(B) Reduction Targets

1. System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days.
2. Water Supply Reduction Target: Achieve a 5% reduction in water use.

(C) Voluntary Water Use Restrictions

1. Supply Management Measures:
 - a. The City of Leander will review system operations and identify ways to improve system efficiency and accountability.
 - b. Actively promote drought related issues and the need to conserve.
2. Demand Management Measures:
 - a. Ask customers to voluntarily comply with the water-use restrictions outlined in Stage 2 of this plan, including watering landscapes no more than twice per week.
 - b. Water customers are requested to voluntarily limit the use of water for non-essential purposes and to practice water conservation.
 - c. Water customers are reminded to follow the year-round water waste restrictions.
 - d. Water customers are requested to take steps to reduce all non-essential uses of water.

(D) Wholesale Water Use Restrictions

1. When Leander is utilizing water from a wholesale supplier, and wholesale supplier has declared Stage I restrictions under the wholesale supplier's Drought Contingency Plan, additional water use restrictions, which are mandatory, will also apply.
2. The City of Leander will contact wholesale treated water customers to discuss supply and demand conditions. The City of Leander will provide a limited supply of consumer information and materials on water conservation measures and practices to wholesale customers.

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

1. Treatment Capacity: The water treatment plant capacity condition listed above as a triggering event for Stage 1 has ceased to exist for five consecutive days
2. Water Supply: The LCRA announces that voluntary restrictions by its firm raw water customers are no longer needed in accordance with the LCRA DCP.
3. Upon termination of Stage 1, the City will publicly announce the termination to its customers and notify the LCRA. No notice to the TCEQ is required.

(2) Stage 2: Moderate Water Shortage Conditions (Mandatory Water Conservation Measures).

(A) Triggers: Customers shall adhere to the Stage 2 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity
 - a. For surface water systems, when total daily water demand equals or exceeds 93 percent of the total operating system treatment capacity for three consecutive days, or 95 percent on a single day or
 - b. Pump hours per day of 18 hours.
2. Water Supply: Combined storage of Lakes Travis and Buchanan reaches 900,000 acre-feet in accordance with the LCRA DCP.

(B) Reduction Targets:

1. System Capacity Reduction Target: Limit daily water demand to no more than 80% capacity for three days or 85% for one day.
2. Water Supply Reduction Target: Achieve a 10-20% reduction in water use and 17 pump hours per day.

(C) Mandatory Water Use Restrictions

1. Supply Management Measures:
 - a. Apply all water-use restrictions prescribed for Stage 2 of the plan for City of Leander utility owned facilities and properties.

- b. Discontinue water main and line flushing unless necessary for public health reasons.
 - c. Keep customers informed about issues regarding current and projected water supply and demand conditions.
 - d. Visually inspect lines and repair leaks on a regular basis.
 - e. Conduct a monthly review of customer use records and follow-up on any that have unusually high usage.
2. Demand Management Measures: Under threat of penalty, the following water-use restrictions shall apply to all retail water customers:
- a. Irrigation of Landscaped Areas:
 - i. If the combined water storage of lakes Buchanan and Travis are less than 900,000 AF, irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than the TWICE weekly watering schedule shown in subsection 2(b) below and based on the nature of the current drought or water emergency. Irrigation of recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than twice per week.
 - ii. Water Schedule (Twice a Week for Customers). Irrigation outdoors using an in-ground irrigation system or hose-end sprinkler only during the scheduled days and times as indicated below:
 - aa. Odd number residential addresses: Irrigate only on Wednesdays and Saturdays.
 - bb. Even number residential addresses: Irrigate only on Thursdays and Sundays.
 - cc. Commercial and multi-family (including large landscapes such as HOA common areas): Irrigate only on Tuesdays and Fridays.
 - iii. Outdoor Watering Hours are midnight to 10 a.m. and 7 p.m. to midnight on the designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of a hand-held hose or a faucet-filled bucket or watering can of five gallons or less.

iv. New landscapes may be installed and re-vegetation seeding performed under these specific criteria:

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

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

cc. Areas being re-vegetated for soil stabilization must also comply with the (aa) and (bb) specific criteria above. Options for re-vegetation may be available in times of low water supply.

dd. Variances for new landscapes may be issued for a period of no more than 30 days from the day of issuance. A variance is not an exemption from compliance with the permanent water use restrictions under Section 13.409 of this plan. Variances will not be granted for seasonal "color bed" or temporary grass installation (over-seeding).

- b. Vehicle Washing: Use of water to wash any motor vehicle, such as a motorbike, boat, trailer, or airplane is prohibited except on designated watering days between the hours of midnight and 10 a.m. and between 7 p.m. and midnight. Such activity, when allowed, shall be done with a hand-held bucket or a hand-held hose equipped with a positive shutoff nozzle. A vehicle may be washed any time at a commercial car wash facility or commercial service station. Further, this activity is exempt from these regulations if the health, safety, and welfare of the public are served by washing the vehicle, such as a truck used to collect garbage or used to transport food and perishables.
- c. Use of water to fill, refill, or add to any swimming pools, hot tubs, wading pools, is prohibited, except on designated watering days and hours. Draining is permitted only onto pervious surfaces or onto a

surface where water will be transmitted directly to a pervious surface, and only if:

- i. Draining excess water from pool due to rain in order to lower water to maintenance level;
 - ii. Repairing, maintaining or replacing pool components that have become hazardous; or
 - iii. Repair of a pool leak.
- d. Refilling of public/community swimming pools is permitted only if pool has been drained for repairs, maintenance, or replacement as outlined in items above.
- e. Outside Water Features: Operation of outside water features, such as, but not limited to, fountains, splash pad type fountains or outdoor misting systems, is prohibited, except where such features are used to sustain aquatic life or maintain water quality. (This provision includes fountains associated with aesthetic ponds and swimming pools).
- f. Ponds: Ponds used for aesthetic, amenity, and/or storm water purposes may maintain water levels only necessary to preserve the integrity of the liner and operating system. City staff may request specific design documentation regarding a pond and the intended purpose.
- g. Golf Courses receiving any amount of treated water from a City of Leander utility must develop a drought contingency plan that meets the minimum water reduction target set for Stage 2.
- h. Events involving the use of water such as: car washes, festivals, parties, water slides, and other activities involving the use of water are permitted, if the water being used drains to a recirculating device, or onto a pervious surface to prevent water waste.
- i. Restaurants are encouraged to serve water to their patrons only upon request.
- j. Fire Hydrants: Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare. Use of water from designated fire hydrants for construction purposes may be allowed under special conditions and requires a meter; a variance application must be submitted with an explanation of the

special conditions.

- k. Recreational areas (includes parks and athletic fields): The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering must follow a no more than twice per week schedule. A variance can be obtained if watering cannot be completed on the designated two day schedule.
- l. Water Waste: The following non-essential uses of water are prohibited at all times during periods in which restrictions have gone into effect:
 - i. Washing sidewalks, walkways, driveways, parking lots, street, tennis courts, and other impervious surfaces is prohibited except for immediate health and safety;
 - ii. Washing buildings, houses or structures with a pressure washer or garden hose is prohibited for aesthetic purposes but allowable for surface preparation of maintenance work to be performed;
 - iii. Flushing gutters or flooding gutters is prohibited except for immediate health and safety; and
 - iv. Controlling dust is prohibited, unless there is a demonstrated need to do so for reasons of public health and safety, or as part of an approved construction plan.
 - v. Other uses that waste such running down the gutter are prohibited.

(D) Wholesale Water Use Restrictions:

1. When Leander is utilizing water from a wholesale supplier, and wholesale supplier has declared Stage II restrictions under the wholesale supplier's Drought Contingency Plan, additional water use restriction, which are mandatory, will also apply.
2. The City will keep wholesale treated water customers informed about demand and current and projected supply conditions. The City will initiate discussions with wholesale treated water customers about potential curtailment and implementation of mandatory measures to reduce all nonessential water uses.

(E) Requirements for termination.

1. Stage 2 of the plan may be rescinded when:
 - a. Treatment Capacity: The water treatment plant capacity condition listed above as a triggering event for Stage 2 has ceased to exist for five consecutive days
 - b. Water Supply: The LCRA announces that mandatory restrictions by its firm raw water customers are no longer needed in accordance with the LCRA DCP.
2. Upon termination of Stage 2, the City will publicly announce the termination to its customers and notify the LCRA. Notice to the TCEQ is required.
3. Stage 1 becomes operative upon termination of Stage 2.

(3) Stage 3: Severe Water Shortage Conditions (Mandatory Water Conservation Measures)

(A) Triggers: Customers shall adhere to the Stage 3 Drought Response Measures when one or a combination of such triggering criteria occurs:

1. Treatment Capacity:
 - a. When total daily water demand equals or exceeds 95 percent of the total operating system treatment capacity for three consecutive days, or 97 percent on a single day; or
 - b. Pump hours per day of 22 hours.
2. Water Supply:
 - a. Combined storage of Lakes Travis and Buchanan reaches 600,000 acre-feet, in accordance with the LCRA DCP, or
 - b. The LCRA Board declares a drought worse than the Drought of Record or other water supply emergency and orders the mandatory curtailment of firm water supplies.

(B) Reduction Targets:

1. System Capacity Reduction Target: Limit daily water demand to no more

than 80% capacity for three days or 85% for one day.

2. Water Supply Reduction Target: Achieve a 20% reduction in water use and 17 pump hours per day.

(C) Mandatory Water Use Restrictions

1. Supply Management Measures: In addition to measures implemented in the preceding stages of the plan, affected City of Leander water utility systems will explore additional emergency water supply options.
2. Demand Management Measures: Under threat of penalty, all retail customers are required to further reduce non-essential water uses as follows. All requirements of Stage 2 shall remain in effect during Stage 3, with the following modifications and additions.
 - a. Irrigation of Landscaped Areas:
 - i. Irrigation of landscaped areas with hose-end sprinklers or in-ground irrigation systems shall be limited to a no more than the ONCE weekly watering schedule shown in subsection 2(a)(ii) below and based on the nature of the current drought or water emergency. Irrigation of recreational areas may apply for a variance but must still develop a schedule where no part of the landscape is watered more than once per week.
 - ii. Water Schedule (Once a Week for Customers)
 - aa. Odd number residential addresses: Irrigate only on Wednesdays.
 - bb. Even number residential addresses: Irrigate only on Thursdays.
 - cc. Commercial and multi-family (including large landscapes such as HOA common areas): Irrigate only on Tuesdays.
 - dd. Outdoor Watering Hours are midnight to 10 a.m. and 7 p.m. to midnight on the designated days. This prohibition does not apply to irrigation of landscaped areas if it is by means of a hand-held hose or a faucet-filled bucket or watering can of five gallons or less.

b. Vehicle Washing:

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

c. Pools:

Installation of swimming pools is prohibited. The filling or replenishing of water to swimming pools, hot tubs, wading pools, and other types of pools is prohibited. Public/community swimming pools may be exempt from this prohibition to maintain safe levels of water quality for human contact.

d. Golf Course:

Golf courses receiving any amount of treated water from a City of Leander utility must develop a drought contingency plan in accordance with the City of Leander's Drought Contingency Plan and will implement its Stage 3 mandatory restrictions in conjunction with water provider.

e. Events:

Events involving the use of water such as: car washes; festivals; parties; water slides; and other activities involving the use of water are prohibited.

f. Recreational areas (includes parks and athletic fields):

The areas can only be used for designated or scheduled events or activities. Unnecessary foot traffic must be discouraged. Watering is prohibited except with a hand-held hose.

(D) Wholesale Water Use Restrictions.

1. When Leander is utilizing water from a wholesale supplier, and wholesale supplier has declared Stage 3 restrictions under the wholesale supplier's Drought Contingency Plan, additional water use restriction, which are mandatory, will also apply.
2. The City will contact its wholesale treated water customers to initiate mandatory measures to control water demand and to ensure capacity for emergency response requirements. Mandatory measures will include the curtailment of nonessential water uses in accordance with the wholesale treated water customer's own drought contingency plan.

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

(E) Requirements for termination.

1. Stage 3 of the plan may be rescinded when:
 - a. Treatment Capacity: The water treatment plant capacity condition listed above as a triggering event for Stage 3 has ceased to exist for five consecutive days
 - b. Water Supply: The LCRA announces that mandatory restrictions by its firm raw water customers are no longer needed in accordance with the LCRA DCP.
2. Upon termination of Stage 3, the City will publicly announce the termination to its customers and notify the LCRA. Notice to the TCEQ is required.
3. Stage 2 becomes operative upon termination of Stage 3.

(4) Stage 4: Emergency Water Conditions. The City will implement Stage IV when any one of the selected triggers is reached.

(A) Triggers: Customers shall adhere to the Stage 4 Drought Response Measures

when one or a combination of the following triggering criteria occurs:

1. Treatment Capacity:

- a. Major water line breaks or pump system failures that cause substantial loss of ability to provide water service.
- b. When total daily water demands equal or exceed 100 percent of the total operating system treatment capacity.
- c. Pump hours per day of 24 hours.

2. Water Supply:

- a. Natural or man-made contamination of the water supply source; or
- b. Any other emergency water supply or demand conditions that the LCRA general manager or the LCRA Board determines that either constitutes a water supply emergency or is associated with the LCRA Board declaration of a drought worse than the drought of record.

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

(C) Mandatory Water Use Restrictions

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

1. Irrigation of landscaped areas is prohibited.
2. Use of water from fire hydrants shall be limited to firefighting and activities necessary to maintain public health, safety, and welfare only.
3. No applications for new, additional, expanded, or larger water service connections, meters, service lines, pipeline extensions, mains, or water service facilities of any kind shall be allowed or approved.

(D) Upon declaration of Stage 4: Emergency Water Conditions, water use restrictions outlined in Stage 4 Emergency Response Measures shall immediately apply.

(E) Wholesale Water Use Restrictions:

1. When Leander is utilizing water from a wholesale supplier, and wholesale supplier has declared Stage IV restrictions under the wholesale supplier's Drought Contingency Plan, additional water use restriction, which are mandatory, will also apply.
2. All requirements of Stage 3 shall remain in effect during Stage 4. Additional measures may be added as needed.

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

(E) Requirements for termination.

1. Stage 4 of the plan may be rescinded when:
 - a. Treatment Capacity: The water treatment plant capacity condition listed above as a triggering event for Stage 4 has ceased to exist for five consecutive days; or
 - b. Water Supply: LCRA announces that mandatory water restrictions for firm water customers are no longer required in accordance with the LCRA DCP.
2. Upon termination of Stage 4, the City will publicly announce the termination to its customers and notify the LCRA. Notice to the TCEQ is required.
3. Stage 3 becomes operative upon termination of Stage 4.

Sec. 13.411 Enforcement; Penalty; Termination of Water Service

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

(b) Administrative Violation:

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

<u>Violation</u>	<u>Residential Customer</u>	<u>Commercial Customer</u>
First Offense	Courtesy Warning	Courtesy Warning
Second Offense	\$50.00	\$200.00
Third Offense	\$100.00	\$400.00
Fourth & Subsequent Offense(s)	\$200.00	\$1,000.00

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

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

(4) Appeal of Administrative Offense

(A) An alleged offender may appeal an administrative offense as set forth in this ordinance. They request of an appeal shall not suspend or delay an alleged offender's obligation to pay current outstanding utility or administrative fees. Upon successful appeal of an offense, the City will refund administrative fees paid by the alleged offender.

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

conference. Any unidentified witness or supporting documents and evidence shall be considered during an appeal conference or meeting.

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

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

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

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

(6) Alternatively and at the City Manager's discretion, any violation of this ordinance may be enforced as a criminal violation in accordance with subsection (b) below,

(b) Any person who shall violate any of the provisions of this article, or shall fail to comply therewith, or with any of the mandatory requirements thereof, within the City limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.

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

(1) Emergency Termination: If an officer charged with enforcement of this article determines that a violation of this Ordinance constitutes an immediate threat to the public health, safety and welfare, and the owner, occupant, or person in control of the property (the "responsible party") is absent or fails to immediately remedy the violation, the officer may terminate water services to such property. The City Manager shall hold a hearing within 72 hours after termination of service to determine whether the responsible party violated the ordinance, unless a later hearing date is requested by the responsible party or the responsible party is unable to be located, in which case the hearing shall be held as soon as possible. Promptly after terminating service, the officer charged with enforcement of this article shall give the responsible party written notice of the termination and hearing in compliance with TAC, Title 30, Section 291.88(b) by personal delivery or posting notice of the hearing on or near the front door of each building on the property. If it is determined at the hearing that the responsible party did not violate this article, the responsible party's utilities shall be immediately reconnected without charge to the responsible party.

(2) Nonemergency Termination: An officer charged with enforcement of this article who determines that a violation of this article is present may seek termination of wastewater service to the property at which the violation is present after notice and hearing as provided in this subsection. The officer charged with enforcement of this article shall give written notice of the violation of this article to the responsible party and the requirement that the violation be remedied within ten (10) days or water service will be disconnected, such notice to comply with TAC, Title 30, Section 291.88(a). If the responsible party fails to remedy the violation within the time specified in the notice, the officer charged with enforcement of this article may terminate water service. The responsible party may request a hearing by the City Manager regarding termination of service. Written notice of the time and date of the hearing shall be given to the responsible party at least ten days

before the hearing date. Notices required by this subsection shall be delivered to the responsible party by in person service, by letter addressed to the responsible party at his/her post office address.

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

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

Sec. 13.412 Variances

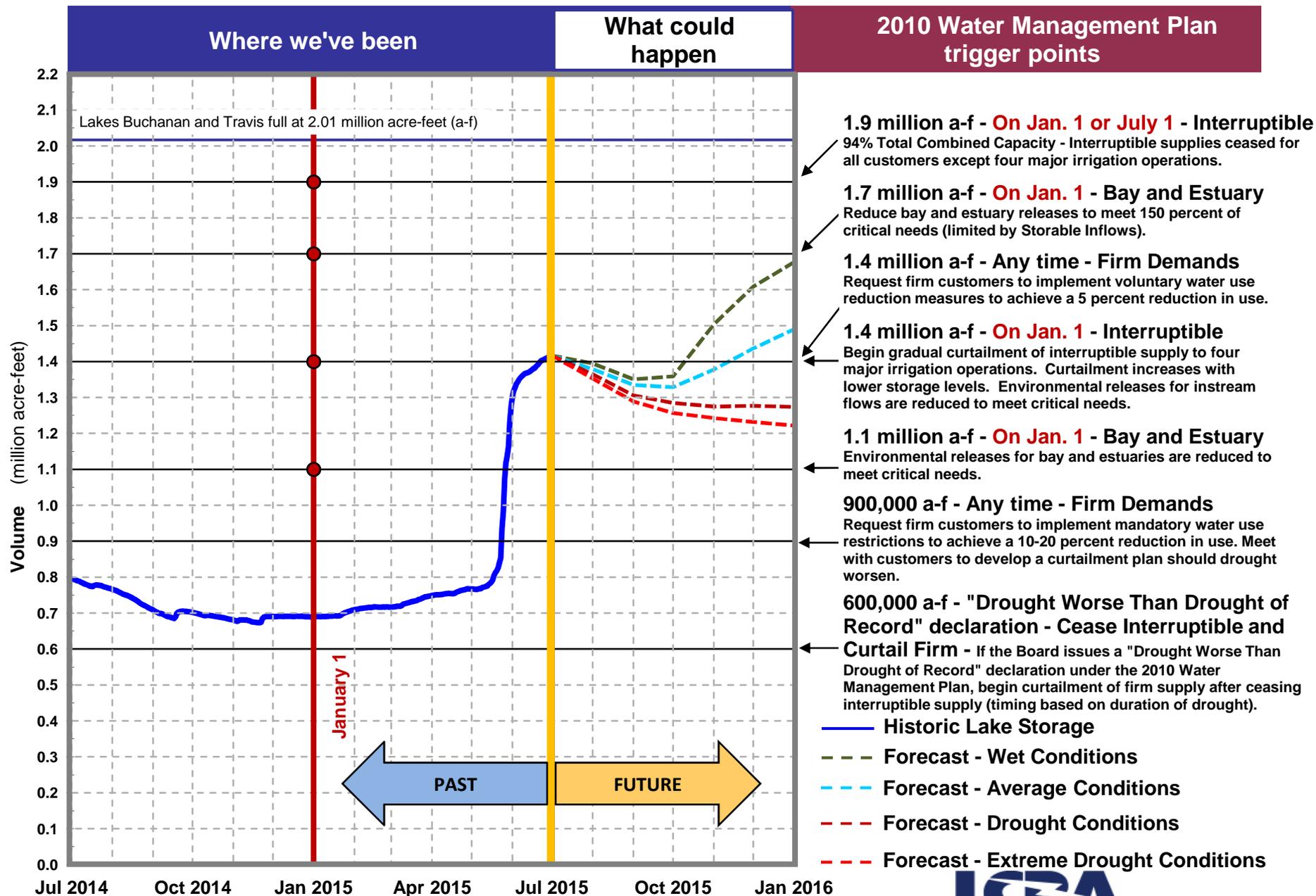
(a) The City Manager or his designee may grant variances:

- (1) From specific applications of the outdoor water schedule, providing that the variances do not increase the time allowed for watering but rather alter the schedule for watering; and
- (2) Allowing the use of alternative water sources (i.e., ground water, reclaimed wastewater) that do not increase demand on potable water sources for outdoor use. Variance requests may be submitted to staff and need not meet the requirements of subsection below.

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

- (1) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
- (c) Persons requesting an exemption from the provisions of this article shall file a petition for variance with the City of Leander within 5 working days after the Plan or a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the City Manager, or his/her designee, and shall include the following:
- (1) Name and address of the petitioner(s);
 - (2) Purpose of water use;
 - (3) Specific provision(s) of the Plan from which the petitioner is requesting relief;
 - (4) Detailed statement as to how the specific provision of the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with the Plan;
 - (5) Description of the relief requested;
 - (6) Period of time for which the variance is sought;
 - (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and compliance date; and
 - (8) Other pertinent information.
- (d) Variances granted by the City of Leander shall be subject to the following conditions, unless waived or modified by the City Manager, or his/her designee:
- (1) Variances granted shall include a timetable for compliance.
 - (2) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.
- (e) No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Highland Lakes Storage *



Note: One acre-foot equals 325,851 gallons.

Date: July 1, 2015

* Projections assume Texas Commission on Environmental Quality (TCEQ) will approve emergency orders in 2015 that are similar to the emergency orders approved by TCEQ in 2014, which suspended releases of interruptible stored water for customers in the Gulf Coast, Lakeside and Pierce Ranch irrigation divisions through the 2014 irrigation season and reduced instream flow requirements during the 2014 blue sucker spawning season.





Executive Summary

August 6, 2015

Agenda Subject: An ordinance of the City of Leander, Texas annexing 126.098 acres of land, more or less, known as the Bradley tract, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

Background: The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its May 7, 2015 meeting. The properties includes approximately 126.098 acres north of the South San Gabriel River and east of Ronald Reagan Blvd. The resolution set the two public hearings for July 2, 2015 and July 16, 2015. The second and final reading of the ordinance is scheduled for August 20, 2015.

This is a voluntary annexation.

Origination: Applicants

Recommendation: Staff recommends approval of the first reading of the ordinance

Attachments:

1. Annexation Ordinance
2. Location map
3. Property owner request for annexation
4. Annexation resolution
5. Annexation schedule

Prepared by: Tom Yantis, AICP
Assistant City Manager

7/29/15

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 126.098 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

SECTION 2. All portions of the following described property, including the abutting roadways and rights-of-way (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

All that certain tract or parcel of land being 126.098 acres, more or less, being part of the Greenleaf Fisk Survey, Abstract No. 5 and the Bartholomew Manlove Survey, Abstract No. 420, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

PASSED AND APPROVED on First Reading this 6th day of August, 2015.

FINALLY PASSED AND APPROVED on this 20th day of August, 2015.

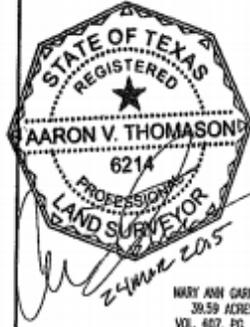
ATTEST:

CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

SKETCH TO ACCOMPANY FIELD NOTES



MARY ANN GARLOCK
13.630 ACRES
VOL. 607, PG. 760

MARY ANN GARLOCK
38.59 ACRES
VOL. 607, PG. 760

N21°32'18"W 2890.02'

N68°50'14"E 781.80'

DEVELOPMENT SOLUTIONS BRADLEY, LLC
153.788 ACRES
DOC. No. 2014071119

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)

SCALE: 1" = 400'

Line Table		
Line #	Length	Direction
L1	49.43	N68°49'57"E
L2	95.80	N71°32'07"E
L3	17.77	S20°17'54"E
L4	245.67	S20°09'09"E
L5	203.13	S20°24'26"E
L6	161.81	S20°40'57"E
L7	446.51	S20°27'36"E
L8	37.04	S13°11'35"E
L9	44.52	S19°19'06"E
L10	11.60	S28°08'12"E
L11	65.30	S21°25'04"E
L12	342.99	S20°50'26"E

GREENLEAF FISK, ABSTRACT 5

126.098 ACRES
DEVELOPMENT SOLUTIONS BRADLEY, LLC
153.788 ACRES
DOC. No. 2014071119

BARTHOLOMEW MANLOVE SURVEY, ABSTRACT 420

WCD PAMMER SLS, LP
36.82 ACRES
DOC. No. 2020031843

JOSEPH V. CHAMFORD AND
BETTY O. CHAMFORD
22.242 ACRES
VOL. 2556, PG. 44

S68°27'42"W 1974.05'

CITY OF GEORGETOWN
206.57 ACRES
DOC. No. 2013115216

CAPPED IRON
ROD FOUND
'CBO SETSTONE'

L13

L14

L15

L16

L17

L18

L19

L10

L11

L12

POINT OF
BEGINNING

CAPPED IRON
ROD FOUND
'CBO SETSTONE'

APPROXIMATE LOCATION OF
SURVEY LINE

APPROXIMATE LOCATION OF
SURVEY LINE

LOT 167

LOT 168

LOT 165

LOT 164

GABRIEL'S OVERLOOK
SECTION TWO
CBL. T, SLD. 05

LOT 163

LOT 132

LOT 131

LOT 130

LOT 129

LOT 128

LOT 127

LOT 126

LOT 125

LOT 124

LOT 123

LOT 122

LOT 121

LOT 120

LOT 119

LOT 118

LOT 117

LOT 116

LOT 115

LOT 114

LOT 113

LOT 112

LOT 111

LOT 110

LOT 109

LOT 108

LOT 107

LOT 106

LOT 105

LOT 104

LOT 103

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

Carlson, Brigance & Doering, Inc.
FIRM ID #9391 REG. # 3024990
Civil Engineering Surveying
5568 West Wilshire Canyon Austin, Texas 78749
Phone No. (512) 380-5560 Fax No. (512) 380-5165

PATH: J:\4731\SURVEY\FN-ANNEX.DWG

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	675.84	1001.00	S89°07'22"E	663.08	351.37	38°41'03"

Exhibit “B”

**MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF LEANDER**

WHEREAS, the City of Leander, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as

provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars (\$350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly

situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

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

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

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

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

-  Subject Parcel
-  WCAD Parcel Boundaries
-  Leander City Limits
-  Leander ETJ



Note:
Some variations may exist between survey information and parcel database.

Subject Parcel

RONALD W REAGAN BLVD

BRADLEY RANCH RD

RIDGE VIEW DR

SANTA MARIA ST

LAGROTTA LN

CR 274

RONALD W REAGAN BLVD

OME TRL



Bradley - 126.098 Ac Voluntary Annexation

and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ___ day of _____ 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner: Development Solutions Bradley, LLC

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of Development Solutions Bradley, LLC and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2015.

(SEAL)

Notary Public - State of Texas

Exhibit “A”

DESCRIPTION OF THE SUBJECT PROPERTY

+/- 126.098 ACRES

Exhibit “B”

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for

service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars (\$350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City

shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

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

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

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

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

RESOLUTION NO. 15-007-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 126.098 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

All those certain tracts or parcels of land being 126.098 acres, more or less, being part of the Greenleaf Fisk Survey, Abstract No. 5 and the Bartholomew Manlove Survey, Abstract No. 420, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of July 2, 2015 and July 16, 2015. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED this the 7th day of May, 2015.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

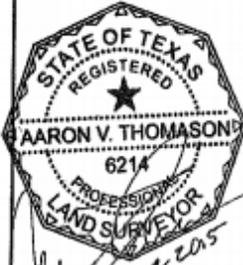
Christopher Fielder, Mayor

SKETCH TO ACCOMPANY FIELD NOTES

LEGEND

- 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
- 1/2" CAPPED IRON ROD SET (UNLESS OTHERWISE NOTED)

SCALE: 1" = 400'



MARY ANN GARLOCK
39.59 ACRES
VOL. 607, PG. 769

MARY ANN GARLOCK
13.630 ACRES
VOL. 607, PG. 769

DEVELOPMENT SOLUTIONS BRADLEY, LLC
153.768 ACRES
DOC. No. 2014071119

N68°50'14"E 781.80'

N68°46'19"E
469.98'

N21°32'18"W 2890.02'

Line Table		
Line #	Length	Direction
L1	49.43	N68°49'57"E
L2	95.80	N71°32'07"E
L3	17.77	S20°17'54"E
L4	245.67	S20°09'08"E
L5	203.13	S20°24'26"E
L6	161.81	S20°40'57"E
L7	446.51	S20°27'36"E
L8	37.04	S13°11'35"E
L9	44.52	S19°19'06"E
L10	11.60	S28°08'12"E
L11	65.30	S21°25'04"E
L12	342.98	S20°50'26"E

GREENLEAF FISK, ABSTRACT 5

126.098 ACRES

DEVELOPMENT SOLUTIONS BRADLEY, LLC
153.768 ACRES
DOC. No. 2014071119

BARTHOLOMEW MANLOVE SURVEY, ABSTRACT 420

APPROXIMATE LOCATION OF SURVEY LINE

POINT OF BEGINNING

WCO PRIMER 83, LP
36.82 ACRES
DOC. No. 2009031843

JOSEPH V. CRAWFORD AND
BETTY D. CRAWFORD
22.242 ACRES
VOL. 2556, PG. 44

S68°27'42"W 1974.05'

CITY OF GEORGETOWN
206.57 ACRES
DOC. No. 2013110216

APPROXIMATE LOCATION OF SURVEY LINE

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

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	675.84	1001.00	S89°07'22"E	663.08	351.37	38°41'03"



Carlson, Brigance & Doering, Inc.

FIRM ID #P9791 REG. # 10024900

Civil Engineering Surveying
5004 West Wilcox Cannon Austin, Texas 78740
Phone No. (512) 280-5160 Fax No. (512) 280-5165

PATH: J:\4731\SURVEY\FN-ANNEX.DWG

Exhibit “B”

**MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF LEANDER**

WHEREAS, the City of Leander, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and

customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars (\$350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the

South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

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

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

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

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

SCHEDULE FOR VOLUNTARY ANNEXATION
Bradley Tract +/- 126.098 Acres and Ironwood Tract +/- 13.8481 Acres

DATE	ACTION/EVENT	LEGAL AUTHORITY
May 7, 2015	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings July 2, 2015 and July 16, 2015 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By June 1, 2015	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
June 17, 2015** Publish notice of First Public Hearing and send school district notice	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
July 1, 2015** Publish notice of Second Public Hearing	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
July 2, 2015*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
July 16, 2015*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date August 6, 2015*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
August 20, 2015; Or at a special called meeting after the 1st First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 	

*Dates in **BOLD** are **MANDATORY** dates to follow this schedule. Please advise if deviation.

**Newspaper notices to paper by 5p.m. the preceding Wednesday.



Executive Summary

August 6, 2015

Agenda Subject: An ordinance of the City of Leander, Texas annexing 13.8481 acres of land, more or less, known as the Ironwood tracts, into the corporate limits of the City, including the abutting roadways and rights-of-way, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause; and providing an effective date.

Background: The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its May 7, 2015 meeting. The properties include two tracts of land totaling approximately 13.8481 acres at the southeast corner of SH 29 and Ronald Reagan. The resolution set the two public hearings for July 2, 2015 and July 16, 2015. The applicant has requested delaying the second and final reading of the ordinance for up to 90 days as allowed by statute. The 2nd reading will occur on or before November 5, 2015.

This is a voluntary annexation.

Origination: Applicants

Recommendation: Staff recommends approval of the first reading of the ordinance

Attachments:

1. Annexation Ordinance
2. Location map
3. Property owner request for annexation
4. Annexation resolution
5. Annexation schedule
6. Applicant Request for delay of 2nd reading

Prepared by: Tom Yantis, AICP
Assistant City Manager

7/29/15

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 13.8481 ACRES OF LAND, MORE OR LESS, INTO THE CORPORATE LIMITS OF THE CITY, INCLUDING THE ABUTTING ROADWAYS AND RIGHTS-OF-WAY, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING A SERVICE PLAN FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

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

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

SECTION 2. All portions of the following described properties, including the abutting roadways and rights-of-way (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

All that certain tract or parcel of land being 10.2941 acres, more or less, situated in the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

All that certain tract or parcel of land being 3.555 acres, more or less, being part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

PASSED AND APPROVED on First Reading this 6th day of August, 2015.

FINALLY PASSED AND APPROVED on this 20th day of August, 2015.

ATTEST:

CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit "A"

Property Description: +/- 13.8481 acres (10.2941 acres & 3.555 acres)

Exhibit "B"

**MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF LEANDER**

WHEREAS, the City of Leander, Texas (the "City") intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the "subject property");

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as

provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars (\$350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly

situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

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

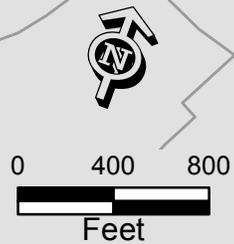
(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

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

-  Subject Parcels
-  WCAD Parcel Boundaries
-  Leander City Limits
-  Leander ETJ



Note:
Some variations may exist between survey information and parcel database.

Subject Parcels

RONALD W REAGAN

W SH 29

CR 267

KAUFFMAN LOOP

MARTINO TRL

PENNA LN

BONNET BLVD

VIA DE SIENNA BLVD

CR 268

MAGONA TRL

RUFFINO LN

T LORENZ LN

ARREZO LN



Ironwood - 13.8481 Ac Voluntary Annexation

GROSS

VI

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigned is the owner of certain tracts of property located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the “subject property”);

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov’t. Code* and the request of the property owner, is authorized to annex the subject property; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All that certain tract or parcel of land being 10.2941 acres, more or less, situated in the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

All that certain tract or parcel of land being 3.555 acres, more or less, being part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the municipal services plan.

SECTION THREE: Acknowledges and represents having received, read and understood the attached “draft” Service Plan, attached hereto as Exhibit “B”, (proposed to be applicable to and adopted for the subject property) and that such “draft” Service Plan is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and preparation of a final Municipal Service Plan and publish notice and hold the requisite public hearings thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all city services to the subject property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the Municipal Service Plan.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the subject property.

FILED, this ___ day of _____ 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner – 10.2941 Acres

SEC 29/RR, LP, a Texas Limited Partnership

By: SEC 29/RR GP, LLC, a Texas Limited Liability Company, its General Partner

By: _____
Name: Scot W. Krieger
Title: Managing Member

Petitioner – 3.555 Acres

SWTWD, Ltd., a Texas Limited Partnership

By: 8833, GP, LLC, a Texas Limited Liability Company, its General Partner

By: _____
Name: Rodney D. Susholtz
Title: Sole Member

Devon Lea Susholtz 2001 Family Trust

By: _____
Name: Devon Susholtz
Title: Trustee

Ironwood Real Estate, LLC, a Texas Limited Liability Company

By: _____

Name: Scot W. Krieger

Title: Managing Member

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Scot W. Krieger, managing member of SEC 29/RR GP, LLC, a Texas limited liability company, general partner of SEC 29/RR, LP, a Texas limited partnership and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2015.

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Rodney D. Susholtz, sole member of 8833, GP, LLC, a Texas limited liability company, general partner of SWTWD, Ltd., a Texas limited partnership and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __ day of _____ 2015.

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Devon Susholtz, Trustee of the Devon Lea Susholtz 2001 Family Trust and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2015.

(SEAL)

Notary Public - State of Texas

STATE OF TEXAS §

§

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Scot W. Krieger, managing member of Ironwood Real Estate, LLC, a Texas limited liability company and Owner of the subject property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the __day of _____ 2015.

(SEAL)

Notary Public - State of Texas

Exhibit “A”

DESCRIPTIONS OF THE SUBJECT PROPERTY

10.2941 ACRES & 3.555 ACRES

Exhibit “B”

MUNICIPAL SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER

WHEREAS, the City of Leander, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for

service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty dollars (\$350.00) per living unit equivalent (the "System Reservation Fee"), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that

will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City's wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

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

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

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

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

RESOLUTION NO. 15-006-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 13.8481 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

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

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

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

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

All that certain tract or parcel of land being 10.2941 acres, more or less, situated in the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

All that certain tract or parcel of land being 3.555 acres, more or less, being part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas, and being more particularly shown and described in the Exhibit “A” attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of July 2, 2015 and July 16, 2015. Notice of such hearings shall be posted and the hearings shall be open to the public to accept public comment on the annexation request.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED this the 7th day of May, 2015.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit "A"

SUBJECT PROPERTY DESCRIPTION

10.2941 ACRES & 3.555 ACRES

Exhibit “B”

**MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF LEANDER**

WHEREAS, the City of Leander, Texas (the “City”) intends to institute annexation proceedings for tracts of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties

and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) (a) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

(b) This paragraph shall apply, in addition to paragraph 2B(ii)(a), in the event the City contracts with City of Liberty Hill, Texas to provide wholesale wastewater service to an area that includes the subject property (the "Wholesale Wastewater Agreement"). The landowners, on behalf of themselves and the landowners' respective grantees, successors, assigns and subsequent purchasers of the subject property, agree to pay three hundred fifty

dollars (\$350.00) per living unit equivalent (the “System Reservation Fee”), as that term is defined in the Wholesale Wastewater Agreement, for the purpose of reserving capacity in the South San Gabriel Plant, as that term is defined in the Wholesale Wastewater Agreement, at the time that the landowner submits a preliminary plat for the subject property, or any portion thereof, and acknowledges and agrees that payment of the System Reservation Fee shall be a condition of preliminary plat approval. Further, the landowners, on behalf of themselves and the landowners’ respective grantees, successors, assigns, and subsequent purchasers of the subject property, agree that each lot, tract, parcel or building site within the subject property that will be provided with wastewater service by the City shall pay the Connection Fee set forth in the Wholesale Wastewater Agreement. The Connection Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for, or if no building permit is required, then upon the date application is made to the City for connection to the City’s wastewater system. The System Reservation Fee and the Connection Fee shall be in addition to any other fee, rates, and charges charged by the City for wastewater service to similarly situated customers. When evaluating the application of City policies, rules, and ordinances to similarly situated areas and customers of the City, land and customers located within the area served by the City pursuant to the Wholesale Wastewater Agreement are similarly situated areas and customers of the City, subject to individual development agreements that may be applicable to such land.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

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

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

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

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

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

SCHEDULE FOR VOLUNTARY ANNEXATION
Bradley Tract +/- 126.098 Acres and Ironwood Tract +/- 13.8481 Acres

DATE	ACTION/EVENT	LEGAL AUTHORITY
May 7, 2015	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings July 2, 2015 and July 16, 2015 ; Council directs development of service plan for area to be annexed.	Loc. Gov't Code, §§ 43.063 & 43.065; Public Hearings: are on or after the 40th day but before 20th day before institution of proceedings.
By June 1, 2015	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
June 17, 2015** Publish notice of First Public Hearing and send school district notice	NEWSPAPER NOTICES RE: FIRST AND SECOND PUBLIC HEARINGS ; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c).
July 1, 2015** Publish notice of Second Public Hearing	SCHOOL DISTRICT NOTICE (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
July 2, 2015*	1st PUBLIC HEARING AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
July 16, 2015*	2nd PUBLIC HEARING AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) <i>REGULAR MEETING</i>	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date August 6, 2015*	FIRST READING OF ORDINANCE <i>REGULAR MEETING</i>	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
August 20, 2015; Or at a special called meeting after the 1st First Reading	SECOND-FINAL READING OF ORDINANCE <i>REGULAR MEETING</i>	Not more than 90 days after 1 st reading of Ordinance § 43.064.
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO: <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 	

*Dates in **BOLD** are **MANDATORY** dates to follow this schedule. Please advise if deviation.

**Newspaper notices to paper by 5p.m. the preceding Wednesday.

July 23, 2015

Ms. Robin Griffin
City of Leander
P.O. Box 319
Leander, TX 78646-0319

RE: Request & Petition for Annexation of Property:

All that certain tract or parcel of land being 10.2941 acres, more or less, situated in the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas and

All that certain tract or parcel of land being 3.555 acres, more or less, being part of the Greenlief Fisk Survey, Abstract No. 5, located in Williamson County, Texas

Dear Robin:

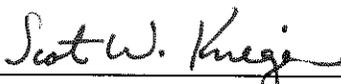
Please accept this letter as a request to delay the final annexation of the two (2) above-referenced tracts. The first reading of each of the proposed annexation ordinances before the City Council is scheduled to occur on August 6th. The second and final reading is currently scheduled for August 20th. We would like to request a delay of 90 days for that second and final reading before the City Council.

I believe that you and the City of Leander staff are amenable to this delay; however, if there is anything that you would like to discuss or if you need additional information from me, please do not hesitate to contact me.

Best Regards,

SEC 29/RR GP, LLC, Owner of the 10.2941 acre tract:

By: SEC 29/RR GP, LLC, Its General Partner

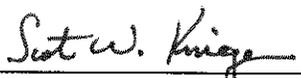


Scot W. Krieger, Managing Member

23 July 2015
Date

Ironwood Real Estate, LLC, Representing the Owners of the 3.55 acre tract:

By: Ironwood Real Estate, LLC



Scot W. Krieger, Managing Member

23 July 2015
Date



Executive Summary

August 6, 2015

Subject: Discussion and possible action regarding the draft annexation service plan for the Falcon Oaks Area.

Background:

On March 6, 2014, Council adopted an ordinance amending the City's annexation plan to add the Falcon Oaks area to the plan. Property owners within the area were notified of the inclusion of their property in the annexation plan. Staff notified existing service providers in the area requesting an inventory of services currently provided. No responses were received by the deadline and the inventory of services was completed and posted on the City's web site.

Two public hearings on the annexation were conducted on December 18, 2014 and January 15, 2015.

By State law, the Williamson County Commissioners Court is required to appoint 5 representatives from the area being annexed to negotiate with the City on the provision of services to the area upon annexation. The Commissioners Court appointed the five representatives on December 16, 2014. The members are:

(1) Bill Burba; (2) Fred Summers; (3) Salome DonJuan; (4) Owen Couchman; and (5) Kary Wesley

City staff met with the appointed representatives to negotiate the services to be provided to the area on January 15, 2015, February 12, 2015 and July 1, 2015. The attached service plan is a result of the meetings with the negotiating team. The key items in the service plan that were negotiated include:

- Process permanent zoning case concurrent with annexation to result in SFE-2-B (Single-family estate) zoning
- Allow for manufactured homes to continue to be placed on lots for up to 10 years in compliance with the City's standards for manufactured homes
- Allow for the ability to continue the use of above ground propane tanks for 10 years
- Allow pre-existing chicken coops to remain without having to comply with the City's distance requirements from residential structures
- Provide only warnings and no citations for nuisance code violations for up to 180 days after annexation
- Conduct a speed study and possibly place stop signs at internal street intersections on Eagles Way and Falcon Oaks
- The installation of street lights at Falcon Oaks and Bagdad and Eagles Way and Bagdad

AGENDA ITEM # 22

Financial Consideration: The extension of wastewater service, upgrades to water service, street maintenance and the provision of full municipal services will be required. Cost estimates for these projects have not yet been completed, but will be available prior to final annexation.

Recommendation: Staff recommends approval of the annexation service plan

Attachments:

1. Draft annexation service plan
2. Annexation schedule

Prepared by: Tom Yantis, Assistant City Manager

**MUNICIPAL SERVICES PLAN
FOR PROPERTY TO BE
ANNEXED INTO THE CITY OF LEANDER**

WHEREAS, the City of Leander, Texas (the “City”) intends to institute annexation proceedings for a tract of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.056, Loc. Gov't. Code*, requires a service plan be adopted with the annexation ordinance;

WHEREAS, the subject property is included in the municipal annexation plan;

WHEREAS, infrastructure provided for herein and that are existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapt. 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force within the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. Residential customers using the services of a privately owned solid waste management service provider other than the City’s contracted service provider may continue to use such services until the second anniversary of the annexation.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the subject property upon request of the landowner or staff. Notwithstanding the foregoing, the Planning & Zoning Commission and the City Council will consider permanent rezoning of the subject property to run concurrently with the annexation process. As a result of negotiations with City staff and representatives of the subject property, City staff intends to recommend for consideration by the Planning and Zoning Commission and the City Council to zone the residential lots within the subject property as SFE-2-B (single family estate) while continuing to allow, for a period of 10 years from the effective date of the annexation, the placement of manufactured homes on residential lots within the subject property in compliance with the City's SFU/MH zoning district and related building codes. Upon the placement of a new manufactured home, compliant skirting shall be installed within 180 days. Above ground propane tank usage within the subject property existing at the time of annexation, to include subsequent replacement tanks, shall be permitted for up to 10 years after annexation. Additionally, on the effective date of the annexation, the City intends to document all non-conforming uses within the subject property. Property owners and residents within the subject property shall report all legal, non-conforming uses within the subject property at the time of annexation. Notwithstanding paragraph 5 below, such legal, non-conforming uses shall be allowed to continue beyond the 10 year term detailed therein. Chicken coops existing at the time of the annexation shall not be required to adhere to the City's distance requirements in relation to residential structures. In an effort to gain voluntary compliance with the City's property maintenance regulations, the City's code enforcement department agrees to provide warning notices for up to 180 days after the annexation for violations of junk, trash and debris within the subject property.

(2) **Scheduled Municipal Services.** The following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) The subject property currently receives water service from City's system. New requests for service shall be in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances. Upon acceptance of the water lines within the subject property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. Subject to the terms contained herein, the City will perform upgrades to the water system to provide fire flow to the annexed area that is the same as similar, large lot subdivisions in the City. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject property's owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) Residential homes and businesses within the subject property are currently using on-site sewer facilities and therefore have service. If connected to the City's wastewater utility system, the subject property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject property as required in City ordinances. Upon acceptance of the wastewater lines within the subject property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of on-site sewer facility that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system. At such time an existing on-site sewer facility fails or must be replaced in compliance with Williamson County or City Health District standards or other applicable regulations, and connection

to the City's wastewater system is available, connection to the City's wastewater system shall be required.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

(A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

(B) Routine maintenance as presently performed by the City.

(ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:

(A) As provided in C(i)(A)&(B) above;

(B) Reconstruction and resurfacing of streets, including the repair and return in similar or better condition of roadways disturbed during infrastructure improvements and upgrades, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards, to include the consideration of the placement of traffic control signs at the intersections of Falcon Oaks and Red Hawk, Falcon Oaks and Peregrine, Eagles Way and Red Hawk, and Eagles Way and Peregrine; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City and to include, but not limited to, new street lighting at the intersections of Falcon Oaks and Bagdad and Eagles Way and Bagdad;

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

(iv) In addition to the services listed above, the City will provide full municipal services to the subject property commensurate with the levels of services provided in other parts of the City except if differences in topography, land use, and population density constitute a sufficient basis for providing different levels of service, no later than two and one-half (2-½) years after the effective date of the full-purpose annexation. If full municipal services cannot be reasonably provided within the aforementioned time period, the City will propose a schedule for providing said services within a period of four and one-half (4-½) years after the effective date of the annexation. “Full municipal services” are services provided by the City within its full-purpose boundaries, excluding gas or electrical service. The City shall provide the services by and of the methods by which it extends the services to any other area of the City.

(3) **Capital Improvements.** The City will initiate acquisition or construction of capital improvements necessary for providing full municipal services adequate to serve the subject property. Any such construction shall be substantially completed within two and one-half (2-½) years after the effective date of the full-purpose annexation. If capital improvements necessary for providing full municipal services for the subject property cannot be reasonably constructed within the aforementioned time period, the City will propose a schedule for providing said services within a period of four and one-half (4-½) years. Any such construction of capital improvements shall be accomplished in a continuous process and shall be completed as soon as reasonably possible, consistent with generally accepted local engineering and architectural standards and practices.

(4) **Impact Fees.** Notwithstanding any other provision of this service plan, a landowner within the subject property will not be required to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code governing impact fees, unless otherwise agreed to by the landowner.

(5) **Term.** If not previously expired, this service plan expires at the end of ten (10) years. A resident or landowner of the subject property may enforce this municipal services plan in accordance with *Section 43.056(l), Loc. Gov't. Code* and shall be entitled to all rights and remedies as provided therein.

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

**SCHEDULE FOR ANNEXATION APPLICABLE ONLY TO PROPERTY
INCLUDED IN AN ANNEXATION PLAN - FALCON OAKS SUBDIVISION**

STEP	DATE	ACTION/EVENT
1	March 6, 2014	COUNCIL BY WRITTEN ORDINANCE amended Annexation Plan to include Falcon Oaks Subdivision (Loc. Gov't Code §§ 43.051 & 43.052)
2	After adoption of Annexation Plan Amendment	POST AND MAINTAIN ANNEXATION PLAN ON CITY'S WEBSITE (Loc. Gov't Code §43.052(j))
3	By June 4, 2014	NOTICE TO PROPERTY OWNERS AND SERVICE PROVIDERS of inclusion of property in Annexation Plan (If applicable, Notice to Railroad) (Loc. Gov't Code §43.052(f)) INCLUDE REQUEST TO SERVICE PROVIDERS for information necessary to compile inventory of services and facilities in Step 4 <i>[Note: Service Providers have 90 days to provide the requested information, unless the City and the service provider agree to an extension.]</i> (Loc. Gov't Code § 43.053(c) – (f))
4	By the 60th day after receiving information from service providers (November 1, 2014 latest possible deadline if notice sent June 4th, unless agreed to extend the period for providing the information) [Generally 8 months after adoption of the Annexation Plan]	COMPLETE INVENTORY OF SERVICES AND FACILITIES provided by services provides to the area in the Annexation Plan. MAKE INVENTORY AVAILABLE for public inspection. (Loc. Gov't Code, § 43.053(g)) City may monitor the services provided in the area proposed for annexation and verify the inventory information provided by the service provider. (Loc. Gov't Code, § 43.053(h)) <i>[Note: If service providers do not provide the requested information within 90 days or by the agreed extension deadline, the City is not obligated to include the service in the inventory]</i> (Loc. Gov't Code, § 43.053(c))
5	Before the public hearings in Step 7 [Generally 10 months after amendment of the Annexation Plan]	COMPLETE A DRAFT SERVICE PLAN for extension of municipal services to the area in the Annexation Plan (Loc. Gov't Code § 43.056(j))
6	Not less than 10 days nor more than 20 days before each public hearing	NEWSPAPER NOTICE OF PUBLIC HEARINGS NOTICE BY CERTIFIED MAIL TO SERVICE PROVIDERS and, if applicable, to the Railroad SCHOOL DISTRICT NOTICE (notify each school district of possible impact) POST NOTICE ON WEB SITE and MAINTAIN UNTIL COMPLETE (Loc. Gov't Code § 43.0561(c))
7	By the 90th day after the Inventory complete and made available to the public (January 30, 2015 latest possible deadline, unless extension to provide the service information) [Generally 11 months after adoption of the Annexation Plan]	HOLD TWO PUBLIC HEARINGS <i>[Note: The Council has some flexibility in scheduling these hearings. For example, Council could hold the public hearings at two consecutive, regularly scheduled meetings, as long as both hearings are held before the 90th day after completion of the Inventory in Step 4.]</i> (Loc. Gov't Code, § 43.0561(a)) At least one hearing must be held in the area proposed for annexation if a suitable site is available and more than 20 adult, permanent residents of the area to be annexed file a written protest within 10 days after the date of publication of the hearing notice. (Loc Gov't Code § 43.0561(b))

8	After the public hearings	<p>NEGOTIATE WITH PROPERTY OWNERS FOR THE PROVISION OF SERVICES TO THE ANNEXED AREA (Loc. Gov't Code, §§ 43.0562 -- 43.0564 (a)). County commissioner's court shall select five representatives to negotiate with the City for provision of services. (Loc. Gov't Code §43.0562(b)). The City may negotiate and enter a written agreement with the representatives for the provision and funding of services to the area. (Loc. Gov't Code §43.0563(a)). If the parties cannot reach an agreement, either party may request arbitration in writing before the 60th day after the service plan is completed in Step 9. (Loc. Gov't Code §43.0564(a))</p>
9	<p>By the 10th month after completion of the Inventory in Step 4. <i>(August 31, 2015 latest possible deadline)</i></p> <p>[Generally 18 months after adoption of the Annexation Plan]</p>	<p>COMPLETE MUNICIPAL SERVICES PLAN for extension of municipal services to the area in the Annexation Plan (Loc. Gov't Code § 45.056(a))</p>
10	<p><u>Institution Date</u> March 9, 2017</p> <p>[Property may be annexed not earlier than March 6, 2017 and not later than April 5, 2017]</p>	<p>FIRST READING OF ORDINANCE <i>[Note: Property included in the Annexation Plan cannot be annexed sooner than the third anniversary of the date the property is included in the Annexation Plan, and must be annexed no later than the 31st day after the third anniversary of the date the property was included in the Annexation Plan.]</i> (Loc. Gov't Code, §§ 43.052(c) & (g))</p>
11	<p>March 16, 2017</p> <p>[Property may be annexed not earlier than March 6, 2017 and not later than April 5, 2017]</p>	<p>SECOND-FINAL READING OF ORDINANCE [See note in Step 10]</p>
12	<p>By April 14, 2017</p>	<p>CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar Election Code §42.0615</p> <p>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</p> <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders



Executive Summary

August 6, 2015

Subject: Consideration of an Agreement between the City of Leander and the City of Liberty Hill Regarding the Extraterritorial Jurisdiction Release of the Caughfield Tract.

Background: Leander and Liberty Hill entered into an Interlocal Cooperation Agreement for Urban Planning, Watershed Protection and the Release of Extraterritorial Jurisdiction dated effective as of October 5, 2006 (the "Interlocal Agreement") under which Liberty Hill and Leander agreed that Liberty Hill's development regulations would apply to certain property.

The Caughfield tract is one of the properties subject to the 2006 agreement and this agreement would release the Caughfield tract from Leander's ETJ as well as release the recently purchased San Gabriel River park property from Liberty Hill's planning jurisdiction and incorporate it into Leander's ETJ.

Recommendation: Staff recommends approval of the agreement

Attachments: ETJ agreement (to be provided as a supplement to the packet)

Prepared by: Tom Yantis, Assistant City Manager



Executive Summary

August 6, 2015

Subject: Consideration of a Development, ETJ Release, and Consent Agreement for the Caughtfield Tract.

Background: The City received a petition for the creation of a municipal utility district (MUD) on approximately 186.71 acres known as the Caughtfield tract. The Texas legislature authorized the creation of the MUD (Williamson County Municipal Utility District No. 33) subject to the City of Leander granting its consent.

The property lies within an area that is subject to an agreement between the City of Leander and the City of Liberty Hill that allows Liberty Hill to apply its development regulations. The agreement between the City's contemplates that this property will be released from Leander's ETJ and incorporated into Liberty Hill's.

The agreement provides for the developer to dedicate easements necessary for the installation of a regional waste-water force-main through the property and for the future construction of the South San Gabriel River Trail along the property's San Gabriel River frontage. Additionally, the agreement provides for the developer to provide street access to the City's recently purchased park property on the San Gabriel River and to stub water, wastewater and reuse water lines to the park property. The developer also agrees to align Arterial A1 on the property with its western terminus on the Wedemeyer property and extend Arterial A1 through the property to U.S. 183.

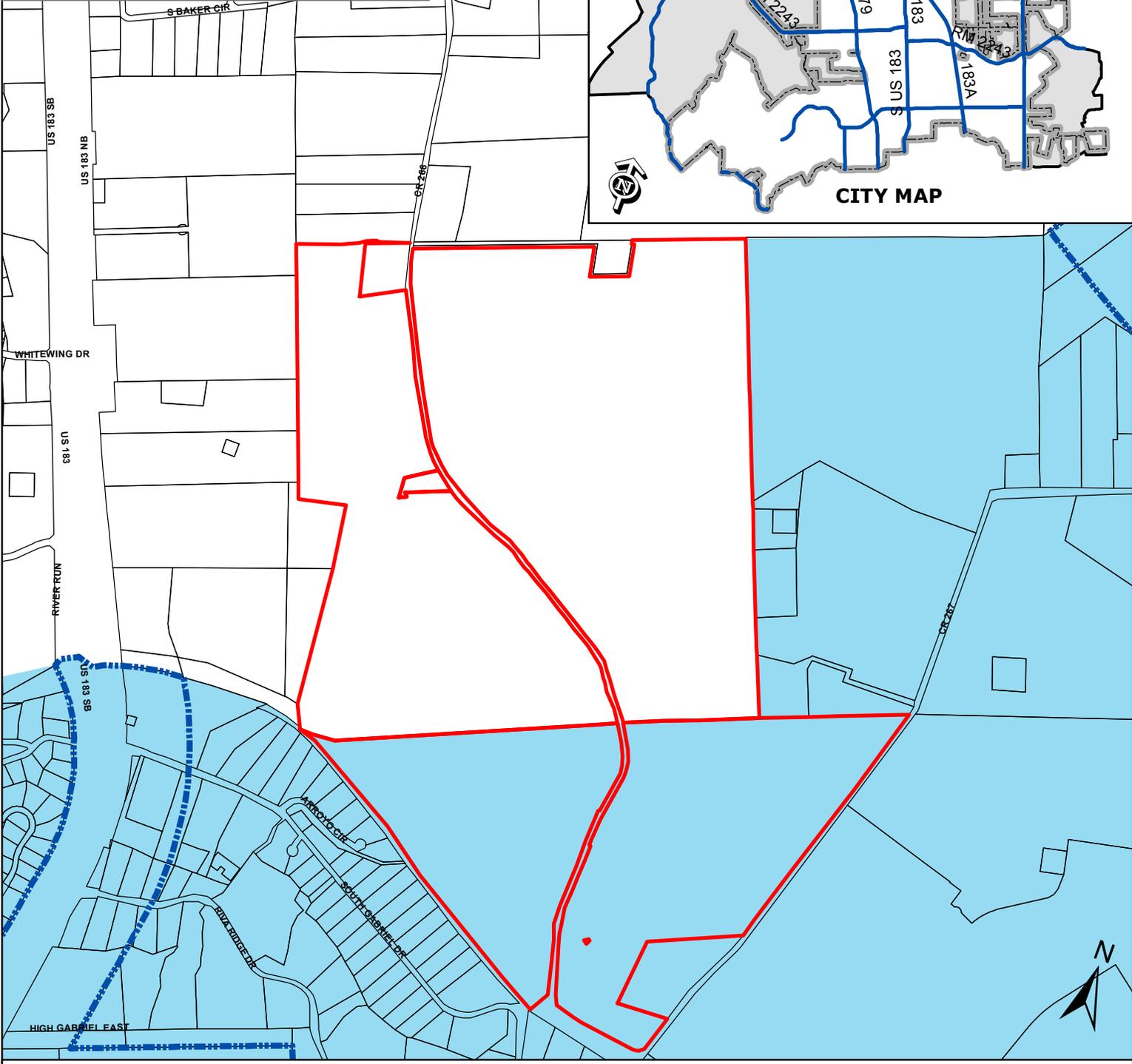
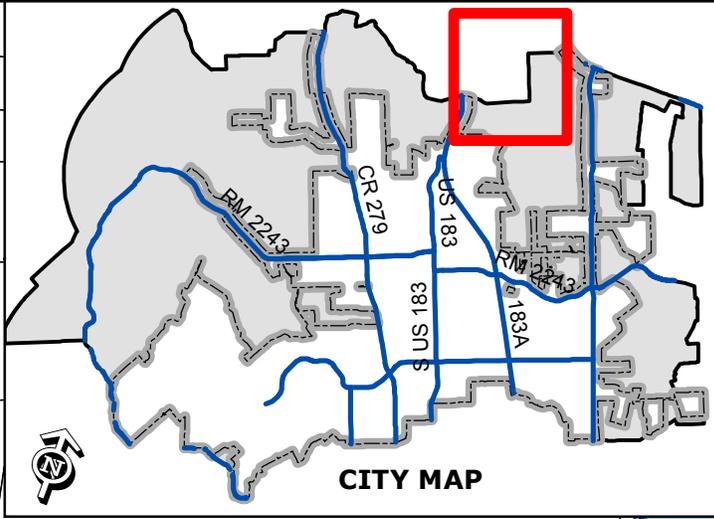
Recommendation: Staff recommends approval of the Development, ETJ Release and Consent Agreement.

Attachments:

1. Agreement with exhibits (to be provided as a supplement to the packet)
2. Location map

Prepared by: Tom Yantis, Assistant City Manager

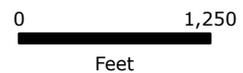
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



LOCATION MAP

Location Map - Caughfield Tracts

-  Caughfield Tracts
-  City Limits
-  Leander ETJ





Executive Summary

August 6, 2015

Agenda Subject: An ordinance of the City of Leander, Texas giving consent to the creation of a municipal utility district on the Caughfield tract.

Background: The City received a request from Caughfield Ranch, Ltd. to create a MUD on the approximately 186.71 acre Caughfield tract which is located in the northwest portion of the City's ETJ.

The ordinance will be accompanied by a Consent Agreement which will be considered concurrently with this item.

Origination: Applicant: Caughfield Ranch, Ltd.

Recommendation: Staff recommends approval of the resolution.

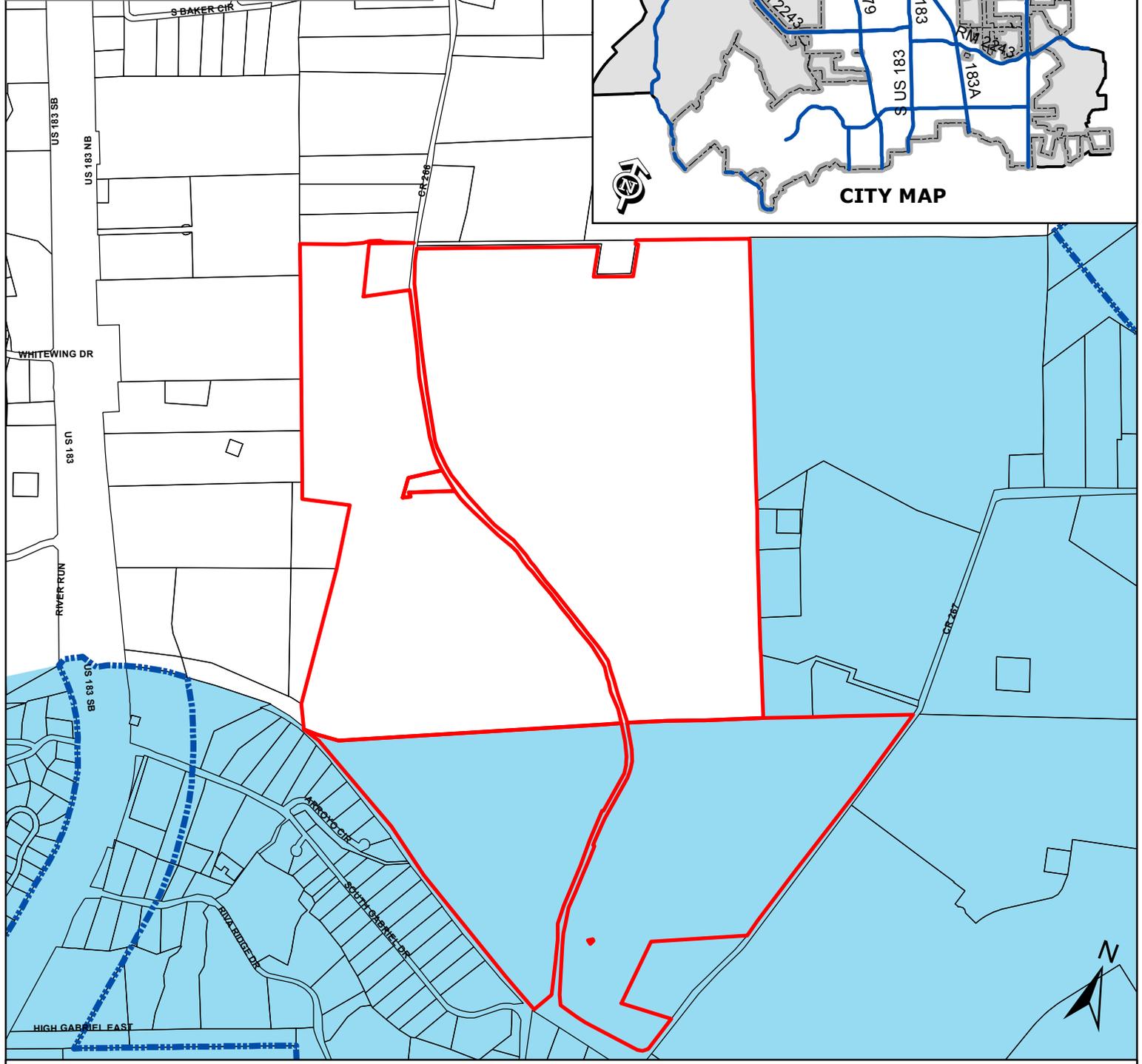
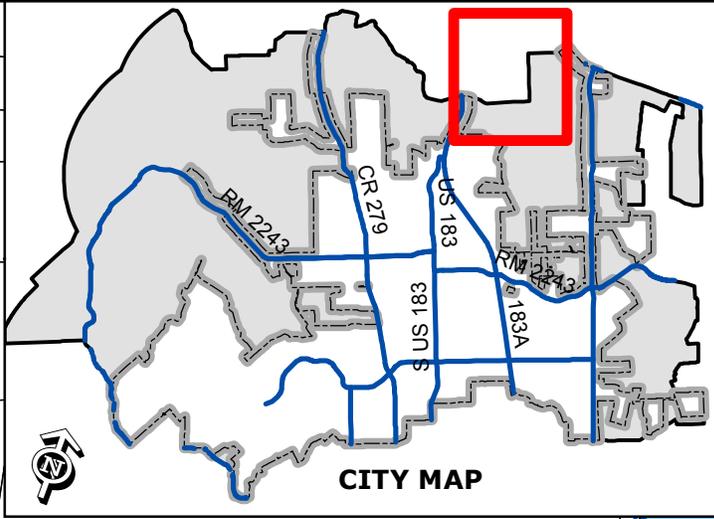
Attachments:

1. MUD Consent ordinance (to be provided as a supplement to the packet)
2. Landowner petition
3. Location map

Prepared by: Tom Yantis, AICP
Director of Development Services

7/30/15

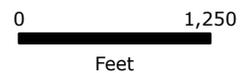
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LOCATION MAP

Location Map - Caughfield Tracts

-  Caughfield Tracts
-  City Limits
-  Leander ETJ



ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

Christy Trahan
(512) 435-2327
ctrahan@abaustin.com

July 31, 2015

Via Hand-Delivery

Ms. Debbie Haile
City Secretary, City of Leander
200 W. Willis
Leander, Texas 78641

Re: Proposed Williamson County Municipal Utility District No. 33

Dear Ms. Haile:

On June 6, 2014, our firm submitted a Petition for Consent to the Creation of and Inclusion of Land in Municipal Utility District, covering 183.95 acres of land in the City's extraterritorial jurisdiction. On July 10, 2015 we submitted an Amended Petition for Consent to the Creation of and Inclusion of Land in Municipal Utility District which amended the Petition based on HB 4204, approving the single creation of a district designated as Williamson County Municipal Utility District No. 33 over this 183.95 acres. Since that date, we determined that the acreage originally included in the petition and amended petition did not include 2.76 acres of right-of-way which is intended to be included in the District boundaries. Accordingly, we are enclosing a second amended petition and related documents for the City Council's consideration relating to the creation of Williamson County Municipal Utility District No. 33:

1. An original and one copy of the Second Amended Petition for Consent to the Creation of and Inclusion of Land in Municipal Utility District;
2. Seven original City Secretary's Certificates. Please accept the Second Amended Petition for filing and execute the Certificates to evidence filing, returning all seven signed Certificates to me via the courier hand-delivering the same; and
3. A draft Resolution of City of Leander, Texas giving Consent to the Creation of Municipal Utility District.

We are requesting that this matter be placed on the City Council meeting agenda for consideration. When this matter is placed on an agenda, I ask that you notify Sue Brooks Littlefield, attorney for petitioner and the proposed Districts, and Mr. Garrett

ARMBRUST & BROWN, PLLC
Page 2

Martin of the date of the City Council meeting where this matter will be discussed. Please send notice of the meeting to Ms. Littlefield via email at slittlefield@abaustin.com and at the address above. Please send notice of the meeting to Mr. Martin via email at garrett@mymilestone.com.

If you have any questions regarding the Petition or need anything else please feel free to call me or Sue Brooks Littlefield.

Sincerely,

ARMBRUST & BROWN, PLLC

By: 
Christy Trahan, Legal Secretary for
Sue Brooks Littlefield

SBL/ct

Enclosures

**SECOND AMENDED PETITION FOR CONSENT TO THE CREATION
OF AND INCLUSION OF LAND IN MUNICIPAL UTILITY DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF LEANDER, TEXAS:

The undersigned (collectively the "Petitioner"), holding title to the majority of the land described below, and acting pursuant to the provisions of Chapters 49 and 54, Texas Water Code, respectfully petition the City Council of the City of Leander, Texas (the "City"), for the City's written consent to the creation of a municipal utility district and the inclusion of land in such district and, in support of this Petition, would show the following:

I.

The name of the proposed district WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 33 (the "District").

II.

The District will be created and organized under the terms and provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code, together with all amendments and additions thereto. It is further proposed that the District be granted road powers under the authority of Article III, Section 52 of the Texas Constitution.

III.

The land proposed to be included within the District is a total of approximately 186.71 acres of land, more or less, situated within the extraterritorial jurisdiction of the City, in Williamson County, Texas, as more fully described on Exhibits A-1, A-2 and A-3, attached hereto and incorporated herein by reference (the "Land"). All of the Land may properly be included in the District.

IV.

Petitioner holds title to the majority of the Land and is the owner of a majority in value of the Land, as indicated by the tax rolls of Williamson County, Texas. There are no lienholders on the Land.

V.

The general nature of the work proposed to be done by the District at the present time is the design, construction, acquisition, maintenance, and operation of a waterworks and sanitary sewer system for domestic and commercial purposes, and the construction, acquisition, improvement, extension, maintenance, and operation of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate, and amend local storm waters or other harmful excesses of waters, recreational facilities, and the construction, acquisition, improvement, maintenance and operation of such additional facilities, systems, plants, and enterprises as may be consistent with for the purposes for which the District is created.

VI.

It is also proposed that that the District be granted the power, under the authority of Article III, Section 52 of the Constitution of the State of Texas, to design, acquire, construct, finance, issue bonds for, and convey to the State, a county, or a municipality for operation and maintenance, one or more roads meeting the criteria of Section 54.234(b), Texas Water Code, or any improvement in aid of such roads.

VII.

There is a necessity for the above-described work because there is not now available within the area, which will be developed for residential and commercial uses, an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, recreational facilities or road improvements. The health and welfare of the present and future inhabitants of the area and of the adjacent areas requires the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of an adequate waterworks system, sanitary sewer system, drainage and storm sewer system, recreational facilities and road improvements. A public necessity therefore exists for the creation of the District in order to provide for the purchase, design, construction, acquisition, ownership, operation, repair, improvement, and extension of such waterworks system, sanitary sewer system, drainage and storm sewer system, recreational facilities and road improvements, to promote the purity and sanitary condition of the State's waters and the public health and welfare of the community.

VIII.

A preliminary investigation has been made to determine the cost of the proposed District's projects, and it is now estimated by the Petitioner, from such information as Petitioner has at this time, that such cost will be approximately \$25,000,000.

IX.

Petitioner, by submission of this Petition, requests the City's consent to the creation of the District and the inclusion of the Land within the District as described in this Petition.

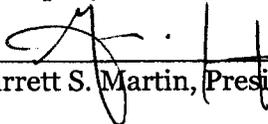
X.

Petitioner requests that this Petition be heard and that the City Council duly pass and approve an ordinance or resolution granting its consent to the creation of the District and authorizing the inclusion of the Land within the District.

EXECUTED on the date indicated below, to be effective the 30th day of July, 2015.

CAUGHFIELD RANCH, LTD., a Texas limited partnership

By: Caughfield Ranch GP, LLC, a Texas limited liability company, its General Partner

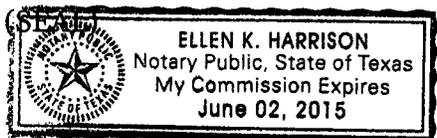
By:  _____
Garrett S. Martin, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30th day of July, 2015, by Garrett S. Martin, President of Caughfield Ranch GP, LLC, a Texas limited liability company, the general partner of Caughfield Ranch, Ltd., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

Ellen K. Harrison

Notary Public, State of Texas



CERTIFICATE OF RECEIPT
SECOND AMENDED PETITION TO THE CITY OF LEANDER, TEXAS
FOR CONSENT TO THE CREATION
OF WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 33

I, the undersigned, the duly qualified and acting City Secretary of the City of Leander, Texas, hereby certify and acknowledge that I have received an executed copy of the Second Amended Petition for Consent to the Creation of Municipal Utility District relating to the proposed **Williamson County Municipal Utility District No. 33**.

WITNESS MY HAND and the seal of the City of Leander this ____ day of _____, 2015.

City Secretary
City of Leander, Texas

RESOLUTION NO. _____

**RESOLUTION OF CITY OF LEANDER, TEXAS
GIVING CONSENT TO THE CREATION OF MUNICIPAL UTILITY DISTRICT**

WHEREAS, pursuant to Chapters 49 and 54 of the Texas Water Code, Caughfield Ranch, Ltd. (the "Petitioner") wishes to create a municipal utility district (the "District") to serve the 186.71 acre tract of land in Williamson County, Texas described in the attached Exhibits "A-1", "A-2" and "A-3" ("Petitioner's Land"); and

WHEREAS, the Land is located within the extraterritorial jurisdiction of the City of Leander, Texas (the "City"); and

WHEREAS, land that is within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without the written consent of such city; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City a Petition for Consent to the Creation of and Inclusion of Land in Municipal Utility District dated effective April 21, 2014 and an Amended Petition for Consent to Creation of and Inclusion of Land in Municipal Utility District dated effective July 9, 2015; and

WHEREAS, the City Council of the City desires to adopt this Resolution for the purpose of consenting to the creation of the Districts;

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

Section 1. That all of the matters and facts set out in the preamble hereof are found to be true and correct.

Section 2. That the City Council of the City of Leander, Texas, hereby gives its written consent to the creation of the District over Petitioner's Land.

Section 3. The terms and provisions of the Agreement Regarding Consent to Creation of Municipal Utility District and Development attached hereto as Exhibit "B" are incorporated herein by reference and will be applicable to the District (the "Agreement").

Section 4. That, if any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Resolution shall be in full force and effect from and after its passage and approval on this the ___ day of _____, 20__.

ADOPTED on this _____ day of _____, 20__.

City of Leander, Texas

ATTEST:

_____, Mayor

_____, City Secretary

(SEAL)

CERTIFICATE OF RESOLUTION NO. _____

CITY OF LEANDER, TEXAS

I, the undersigned City Secretary of the City of Leander, Texas hereby certify that the attached and foregoing is a true and correct copy of Resolution No. _____ of the City of Leander, Texas, consenting to the creation of a municipal utility district within the extraterritorial jurisdiction of the City, in Williamson County. I further certify that said Resolution was passed and approved by the City Council of the City of Leander on _____, 20__.

WITNESS MY HAND AND SEAL OF THE CITY OF LEANDER, TEXAS, the _____ day of _____, 20__.

City Secretary, City of Leander, Texas

(SEAL)



Executive Summary

August 6, 2015

Subject: Consider Interlocal Agreement with Williamson Co. for the Construction of the Bagdad Heritage Trail

Background: The 2013 Williamson County Bond Election included funding for the construction of the Bagdad Heritage Trail from Benbrook Ranch Park to CR 280. The 10' wide concrete trail will be constructed on the east side of Bagdad in the right-of-way. The estimated cost of the trail is \$438,480 and County Bonds will cover 90% of that amount (\$394,632).

Please note that the City will be responsible for construction cost overruns up to 5% of the engineer's final cost estimate prior to bid opening. If the lowest responsible bid exceeds the engineer's final estimate by more than 5% it may be necessary to amend the Interlocal Agreement to add or allocate funding by mutual agreement of both parties.

Prior to moving forward with on the project an Interlocal Agreement with Williamson County is needed. The proposed agreement is attached for your consideration.

Financial Consideration: \$43,848 (10% City Share)

Recommendation: Staff respectfully recommends Council approval the Interlocal Agreement with Williamson County for the construction of the Bagdad Heritage Trail from Benbrook Ranch Park to CR 280.

Attachments: Proposed Interlocal Agreement

Prepared by: Stephen Bosak, Parks & Recreation Director

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into effect this _____ day of _____, 2015, by and between WILLIAMSON COUNTY (the “County”) and the CITY OF LEANDER, TEXAS (the “City”), political subdivisions of the State of Texas and are sometimes collectively referred to as “the Parties”.

RECITALS:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City and the County desire to cooperate in the cost sharing of the funding of improvements to a trail project in Leander; and

WHEREAS, the trail project contemplated in this Interlocal Agreement is shown in Exhibit A and includes the construction of a 10 foot wide reinforced concrete trail on the east side of Bagdad Road from the end of the current trail in Benbrook Ranch Park to CR 280, as shown on Exhibit “A” (“Project”); and

WHEREAS, the Project is on the City, County and Capital Area Metropolitan Planning Organization (“CAMPO”) long range roadway plans and is needed to convey the existing and future traffic volumes in this fast growing region; and

WHEREAS, the total estimated cost of the Project is \$438,480 and includes engineering, surveying, geotechnical, environmental, right-of-way acquisition, design, construction, construction inspection and construction testing (“Projects Costs”); and

WHEREAS, the County has committed to providing a total funding towards the Project in the amount of 90% of the Project Costs, but in no event more than \$394,632 and the City has committed funding the balance of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. General

All of the references in the Recitals above are hereby adopted in full.

II. Terms and Conditions

1. The term “Design” for the purposes of this Agreement means engineering, surveying, geotechnical, environmental, and compliance with local, state, and federal statutes and regulations including but not limited to those that relate to the ADA or accessibility for the physically-challenged, and any other governmental codes, permits or approvals, professional or technical services required to produce bidding documents, plans and specifications for the Project.
2. The term “Right-of-Way Acquisition” means all engineering, surveying, appraisal, legal, title company and other services required to acquire in fee simple the parcels of land necessary to construct the Project
3. The term “Construction” means the provision of all materials, equipment, labor, surveying, testing and inspection necessary to construct the Project according to the plans and specifications approved by the City and County.
4. The City agrees to serve as Project Manager on behalf of the City and the County and administer all aspects of Design, Right-Of-Way Acquisition and Construction for Project, including consultant selection with approval by County staff, preparation of construction plans, competitive bidding, construction and inspection of the Improvements.
5. Upon the City’s approval of each invoice for Projects Costs, the City will transmit a copy of the invoice to the County. Each invoice shall identify all Projects Costs incurred by the City relating to the Project. Each invoice submitted by the City for reimbursement will clearly describe the work done for which reimbursement is sought, will not seek reimbursement or payment for any costs or expenses other than Projects Costs. Upon request of the County, the City agrees to make available documentation in reasonable detail evidencing all Projects Costs for which reimbursement is sought. Upon timely receipt, proper documentation and approval of each invoice, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor’s receipt. Payment not mailed within 30 calendar days of receipt by the County Auditor will accrue interest at the rate set forth in Government Code Section 2251.025(b).
6. The City agrees that the funds provided pursuant to this Agreement are to be utilized solely for the Project. The City agrees to make available to the County any and all documentation required by the County to verify that said sum has been utilized solely for the Project.
7. The Parties acknowledge and agree that the City will be responsible for construction cost overruns up to 5 percent of the engineer’s final cost estimate prior to bid opening for the Project. If the lowest responsible bid for any project exceeds the engineer’s final estimate by more than 5 percent, it may be necessary to amend this Agreement to add or re-allocate funding of individual projects by mutual Agreement of both Parties.

8. All professional and other services for the Project shall be procured in accordance with all applicable State laws.
9. The County shall be included in the City's process for selection of all professional services and shall have the right of final approval of all professional services prior to contract execution.
10. The City shall schedule periodic progress meetings with the County of not less than one per month, unless otherwise agreed by both Parties, and the County shall on an administrative basis have the right to review and approve all construction documents prior to finalization by the consultant.
11. The County is not liable for and it shall be the City's sole responsibility, at its own cost and expense from its share of the project funding, to pay for the design, installation, construction, repair, replacement, removal, upgrade and maintenance of all irrigation and landscaping, including but not limited to, plantings of grass and bushes, and the installation of water features, if any, that are related to any of the Project.
12. To the extent allowed by law, the Parties each agree to hold harmless, defend, and indemnify the other Party, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type or description, including but not limited to any and all expenses of litigation, court costs, attorney's fees and all other costs and fees incident to any work done as a result of the Design and Construction of the Project, except to the extent arising from the Party's gross negligence or intentional action. In no event shall either Party be liable to the other for special or consequential damages, statutory or otherwise. Nothing herein shall be construed to waive or limit either Party's legal or equitable defenses or immunities.

II. Miscellaneous

1. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.
3. This Agreement shall be performable in Williamson County, Texas.
4. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

WILLIAMSON COUNTY

Dan A. Gattis
County Judge
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

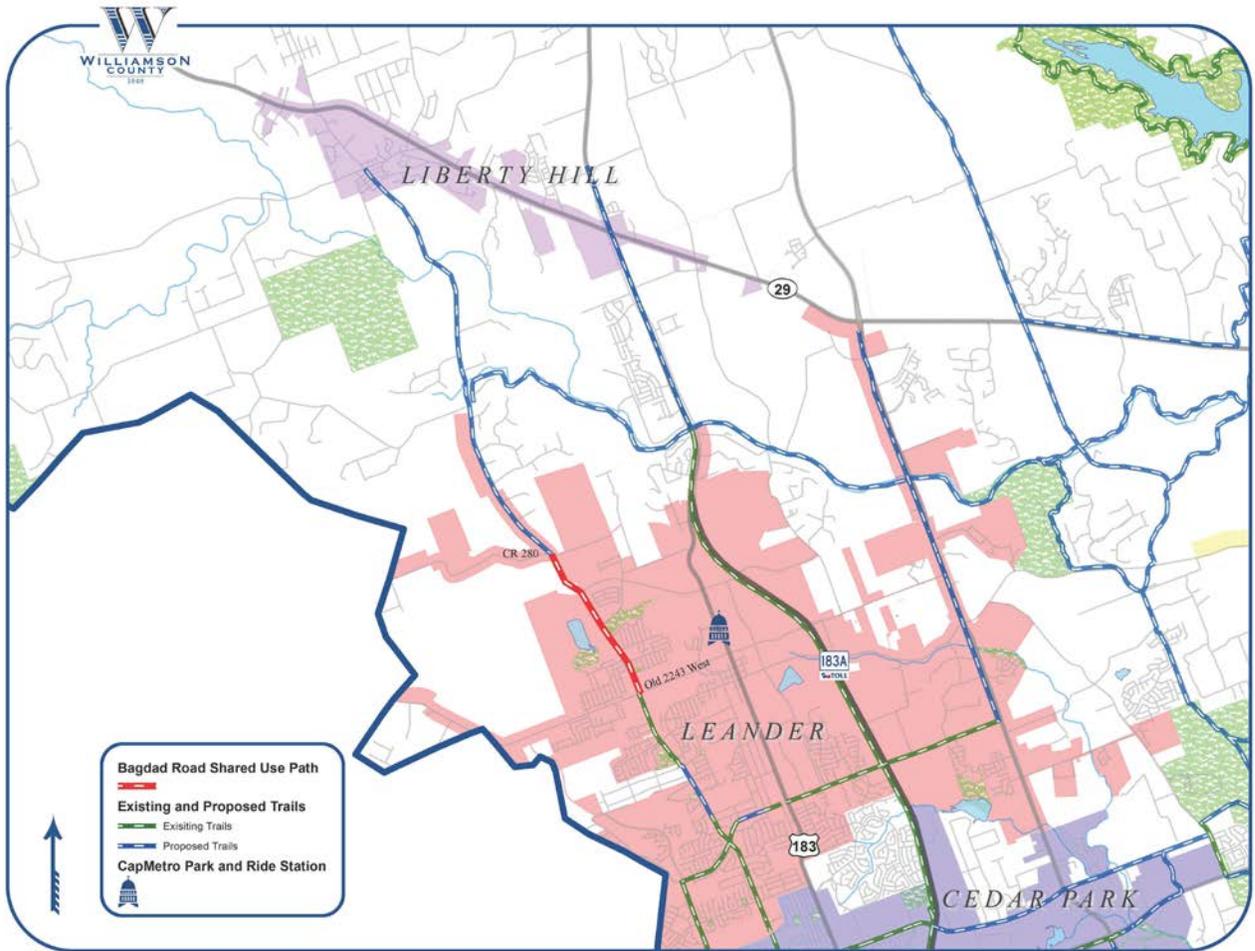
CITY OF LEANDER, TEXAS

_____, Mayor
City of Leander, Texas

ATTEST:

City Secretary

EXHIBIT "A"





Executive Summary

August 6, 2015

Council Agenda Subject: Consideration of Interlocal Cooperation Agreement between City of Leander and Williamson County

Background: The City and the County desire to cooperate in the cost sharing of the funding of improvements to a roadway project in Leander known as Bagdad Road North

The road project contemplated in this Interlocal Agreement as shown in Exhibit A consists of the widening of Bagdad Road from Old 2243 North to CR 280.

The Project is on the City, County and Capital Area Metropolitan Planning Organization (“CAMPO”) long range roadway plans and is needed to convey the existing and future traffic volumes in this fast growing region.

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

Financial Consideration: The total estimated cost of the project is \$13,000,000 and includes engineering, surveying, geotechnical, environmental, right-of-way acquisition, construction, construction inspection and construction testing.

The County has committed to providing a total funding towards the Project in the amount of 50% of the Project Costs, but in no event more than \$4,903,000 and the City has committed funding the balance of the Project.

Recommendation: Staff recommends approval of the Interlocal Cooperation Agreement between City of Leander and Williamson County.

Attachments: Interlocal Agreement between City of Leander and Williamson County

Prepared by: Terri A. Crauford, P.E., Assistant City Engineer

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into effect this _____ day of _____, 2015, by and between WILLIAMSON COUNTY (the “County”) and the CITY OF LEANDER, TEXAS (the “City”), political subdivisions of the State of Texas and are sometimes collectively referred to as “the Parties”.

RECITALS:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City and the County desire to cooperate in the cost sharing of the funding of improvements to a roadway project in Leander; and

WHEREAS, the road project contemplated in this Interlocal Agreement is shown in Exhibit A and includes the widening of Bagdad Road from FM 2243 to CR 280 (“Project”); and

WHEREAS, the Project is on the City, County and Capital Area Metropolitan Planning Organization (“CAMPO”) long range roadway plans and is needed to convey the existing and future traffic volumes in this fast growing region; and

WHEREAS, the total estimated cost of the Project is \$10,000,000 and includes engineering, surveying, geotechnical, environmental, right-of-way acquisition, construction, construction inspection and construction testing (“Projects Costs”); and

WHEREAS, the County has committed to providing a total funding towards the Project in the amount of 50% of the Project Costs, but in no event more than \$4,903,000 and the City has committed funding the balance of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. General

All of the references in the Recitals above are hereby adopted in full.

II. Terms and Conditions

1. The term "Design" for the purposes of this Agreement means engineering, surveying, geotechnical, environmental and any other professional or technical services required to produce bidding documents, plans and specifications for the Project.
2. The term "Right-of-Way Acquisition" means all engineering, surveying, appraisal, legal, title company and other services required to acquire in fee simple the parcels of land necessary to construct the Project
3. The term "Construction" means the provision of all materials, equipment, labor, surveying, testing and inspection necessary to construct the Project according to the plans and specifications approved by the City and County.
4. The City agrees to serve as Project Manager on behalf of the City and the County and administer all aspects of Design, Right-Of-Way Acquisition and Construction for Project, including consultant selection with approval by County staff, preparation of construction plans, competitive bidding, construction and inspection of the Improvements.
5. Upon the City's approval of each invoice for Projects Costs, the City will transmit a copy of the invoice to the County. Each invoice shall identify all Projects Costs incurred by the City relating to the Project. Each invoice submitted by the City for reimbursement will clearly describe the work done for which reimbursement is sought, will not seek reimbursement or payment for any costs or expenses other than Projects Costs. Upon request of the County, the City agrees to make available documentation in reasonable detail evidencing all Projects Costs for which reimbursement is sought. Upon timely receipt, proper documentation and approval of each invoice, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. Payment not mailed within 30 calendar days of receipt by the County Auditor will accrue interest at the rate set forth in Government Code Section 2251.025(b).
6. The City agrees that the funds provided pursuant to this Agreement are to be utilized solely for the Project. The City agrees to make available to the County any and all documentation required by the County to verify that said sum has been utilized solely for the Project.
7. The Parties acknowledge and agree that the City will be responsible for construction cost overruns up to 5 percent of the engineer's final cost estimate prior to bid opening for the Project. If the lowest responsible bid for any project exceeds the engineer's final estimate by more than 5 percent, it may be necessary to amend this Agreement to add or re-allocate funding of individual projects by mutual Agreement of both Parties.
8. All professional and other services for the Project shall be procured in accordance with all applicable State laws.

9. The County shall be included in the City's process for selection of all professional services and shall have the right of final approval of all professional services prior to contract execution.
10. The City shall schedule periodic progress meetings with the County of not less than one per month, unless otherwise agreed by both Parties, and the County shall on an administrative basis have the right to review and approve all construction documents prior to finalization by the consultant.
11. The County is not liable for and it shall be the City's sole responsibility, at its own cost and expense from its share of the project funding, to pay for the design, installation, construction, repair, replacement, removal, upgrade and maintenance of all irrigation and landscaping, including but not limited to, plantings of grass and bushes, and the installation of water features, if any, that are related to any of the Project.
12. To the extent allowed by law, the Parties each agree to hold harmless, defend, and indemnify the other Party, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type or description, including but not limited to any and all expenses of litigation, court costs, attorneys fees and all other costs and fees incident to any work done as a result of the Design and Construction of the Project, except to the extent arising from the Party's gross negligence or intentional action. In no event shall either Party be liable to the other for special or consequential damages, statutory or otherwise. Nothing herein shall be construed to waive or limit either Party's legal or equitable defenses or immunities.

II. Miscellaneous

1. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.
3. This Agreement shall be performable in Williamson County, Texas.
4. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

WILLIAMSON COUNTY

Dan A. Gattis
County Judge
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

CITY OF LEANDER, TEXAS

, Mayor
City of Leander, Texas

ATTEST:

City Secretary



Executive Summary

August 6, 2015

Council Agenda Subject: Consideration of Interlocal Cooperation Agreement between City of Leander and Williamson County

Background: The City and the County desire to cooperate in the cost sharing of the funding of improvements for the Old 2243 (Hero Way) Project. The Project contemplated in this Interlocal includes the widening of Hero Way, also known as Old 2243, from US 183 to Lakeline Blvd.

The Project is on the City, County and Capital Area Metropolitan Planning Organization (“Campo”) long range roadway plans and is needed to convey the existing and future traffic volumes in this fast growing region.

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

Financial Consideration: The total estimated cost of the project is \$24,000,000 and includes engineering, surveying, geotechnical, environmental, right-of-way acquisition, construction, construction inspection and construction testing.

The County has committed to providing a total funding towards the Project in the amount of 50% of the Project Costs, but in no event more than \$9,150,000 and the City has committed funding the balance of the Project.

Recommendation: Staff recommends approval of the Interlocal Agreement between City of Leander and Williamson County.

Attachments: Interlocal Agreement between City of Leander and Williamson County

Prepared by: Terri A. Crauford, P.E., Assistant City Engineer

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into effect this _____ day of _____, 2015, by and between WILLIAMSON COUNTY (the “County”) and the CITY OF LEANDER, TEXAS (the “City”), political subdivisions of the State of Texas and are sometimes collectively referred to as “the Parties”.

RECITALS:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

WHEREAS, the City and the County desire to cooperate in the cost sharing of the funding of improvements to a roadway project in Leander; and

WHEREAS, the road project contemplated in this Interlocal Agreement is shown in Exhibit A and includes the widening of Hero Way, also known as Old 2243, from Old 183 to Lakeline Blvd. (“Project”); and

WHEREAS, the Project is on the City, County and Capital Area Metropolitan Planning Organization (“CAMPO”) long range roadway plans and is needed to convey the existing and future traffic volumes in this fast growing region; and

WHEREAS, the total estimated cost of the Project is \$24,000,000 and includes engineering, surveying, geotechnical, environmental, right-of-way acquisition, construction, construction inspection and construction testing (“Projects Costs”); and

WHEREAS, the County has committed to providing a total funding towards the Project in the amount of 50% of the Project Costs, but in no event more than \$9,150,000 and the City has committed funding the balance of the Project; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. General

All of the references in the Recitals above are hereby adopted in full.

II. Terms and Conditions

1. The term "Design" for the purposes of this Agreement means engineering, surveying, geotechnical, environmental and any other professional or technical services required to produce bidding documents, plans and specifications for the Project.
2. The term "Right-of-Way Acquisition" means all engineering, surveying, appraisal, legal, title company and other services required to acquire in fee simple the parcels of land necessary to construct the Project
3. The term "Construction" means the provision of all materials, equipment, labor, surveying, testing and inspection necessary to construct the Project according to the plans and specifications approved by the City and County.
4. The City agrees to serve as Project Manager on behalf of the City and the County and administer all aspects of Design, Right-Of-Way Acquisition and Construction for Project, including consultant selection with approval by County staff, preparation of construction plans, competitive bidding, construction and inspection of the Improvements.
5. Upon the City's approval of each invoice for Projects Costs, the City will transmit a copy of the invoice to the County. Each invoice shall identify all Projects Costs incurred by the City relating to the Project. Each invoice submitted by the City for reimbursement will clearly describe the work done for which reimbursement is sought, will not seek reimbursement or payment for any costs or expenses other than Projects Costs. Upon request of the County, the City agrees to make available documentation in reasonable detail evidencing all Projects Costs for which reimbursement is sought. Upon timely receipt, proper documentation and approval of each invoice, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. Payment not mailed within 30 calendar days of receipt by the County Auditor will accrue interest at the rate set forth in Government Code Section 2251.025(b).
6. The City agrees that the funds provided pursuant to this Agreement are to be utilized solely for the Project. The City agrees to make available to the County any and all documentation required by the County to verify that said sum has been utilized solely for the Project.
7. The Parties acknowledge and agree that the City will be responsible for construction cost overruns up to 5 percent of the engineer's final cost estimate prior to bid opening for the Project. If the lowest responsible bid for any project exceeds the engineer's final estimate by more than 5 percent, it may be necessary to amend this Agreement to add or re-allocate funding of individual projects by mutual Agreement of both Parties.
8. All professional and other services for the Project shall be procured in accordance with all applicable State laws.

9. The County shall be included in the City's process for selection of all professional services and shall have the right of final approval of all professional services prior to contract execution.
10. The City shall schedule periodic progress meetings with the County of not less than one per month, unless otherwise agreed by both Parties, and the County shall on an administrative basis have the right to review and approve all construction documents prior to finalization by the consultant.
11. The County is not liable for and it shall be the City's sole responsibility, at its own cost and expense from its share of the project funding, to pay for the design, installation, construction, repair, replacement, removal, upgrade and maintenance of all irrigation and landscaping, including but not limited to, plantings of grass and bushes, and the installation of water features, if any, that are related to any of the Project.
12. To the extent authorized by law, the Parties each agree to hold harmless, defend, and indemnify the other Party, its officers, agents, directors, servants, representatives and employees, from and against any and all suits, actions, legal proceedings, demands, costs, expenses, losses, damages, fines, penalties, liabilities and claims of any character, type or description, including but not limited to any and all expenses of litigation, court costs, attorneys fees and all other costs and fees incident to any work done as a result of the Design and Construction of the Project, except to the extent arising from the Party's gross negligence or intentional action. In no event shall either Party be liable to the other for special or consequential damages, statutory or otherwise. Nothing herein shall be construed to waive or limit either Party's legal or equitable defenses or immunities.

II. Miscellaneous

1. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement.
3. This Agreement shall be performable in Williamson County, Texas.
4. This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust.

WILLIAMSON COUNTY

Dan A. Gattis
County Judge
Williamson County, Texas

ATTEST:

Nancy Rister, County Clerk

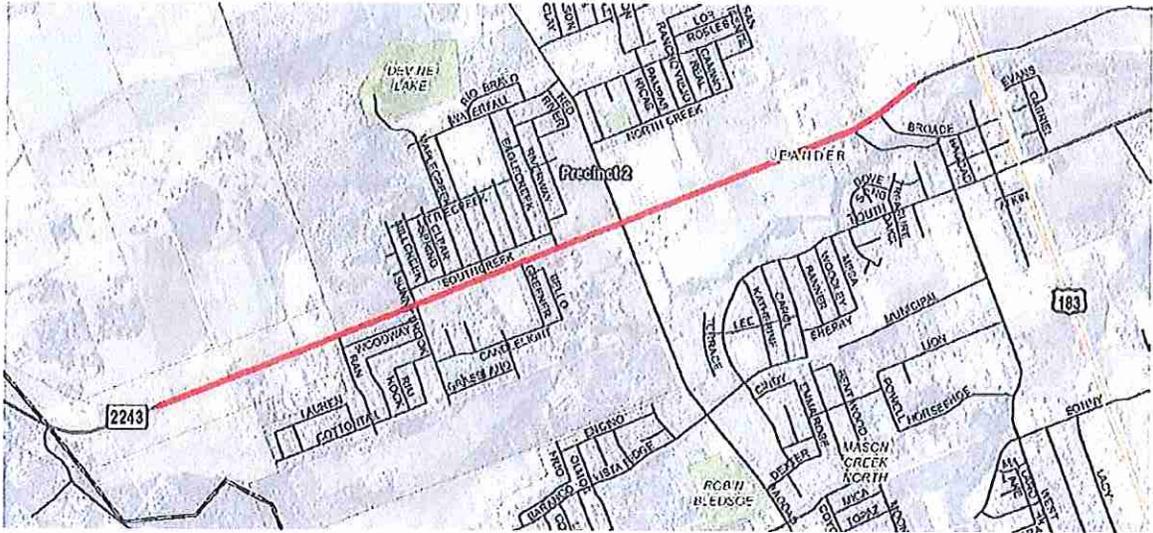
CITY OF LEANDER, TEXAS

, Mayor
City of Leander, Texas

ATTEST:

City Secretary

EXHIBIT "A"





Executive Summary

August 6, 2015

Council Agenda Subject: Consider Variance to Construction Noise Ordinance for NE Construction to allow for Early Morning Concrete Pours for the Village at Leander Station located on the corner of Hero Way and Mel Mathis Blvd.

Background:

NE Construction is requesting 3AM concrete pours to maximize the daylight hours for concrete finishing and minimize the likelihood of the concrete trucks getting delayed in traffic. Potential pour dates are located in the letter request attached.

NE Construction has notified the only resident on the west side of the property and has agreed to take all reasonable precautions to reduce early morning disturbances.

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

Financial Consideration: Not Applicable

Recommendation: Staff recommends a variance to construction noise ordinance to NE Construction for early concrete pours for the Village at Leander Station project

Attachments: Letter Request, Location Map

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



July 29, 2015

Cecil Leach
NE Construction LLP
420 Southfork Dr.
Lewisville, TX 75057
972-880-9142

City of Leander
PO Box 319
Leander TX 78646
512-528-2766

To Whom It May Concern:

We are currently building a 225 unit apartment complex name Village at Leander Station located at 1680 Hero Way. We are requesting a variance to place concrete prior to the normal working hours allowed and enforced by the City of Leander.

Our property is located on the corner of Hero Way and Mel Mathis Blvd. Mr. Jeff Musgrove owns approximately 150 acres. There is only one neighbor on the west side of this property who is Mrs. Virginia Naumann. We have visited with Mrs. Naumann about placing concrete in the early morning hours and she confirmed she is ok with this taking place.

We are anticipating 26 concrete pours during the phase of construction. We will be beginning August the 7th and ending October the 2nd. Please see the attached schedule for further verification. Please keep in mind these are milestone dates and can fluctuate within a day or so of the actual placement date due to unforeseen instances. (major rain event, inspection process with engineers, city inspections etc.) We are requesting 3AM pours since we are in the middle of the summer time which will give our labor force time to finish and for us to meet our ACI specifications.

If you have any questions please feel free to contact me at 972-880-9142.

Thanks,

Cecil Leach
NE Construction Superintendent

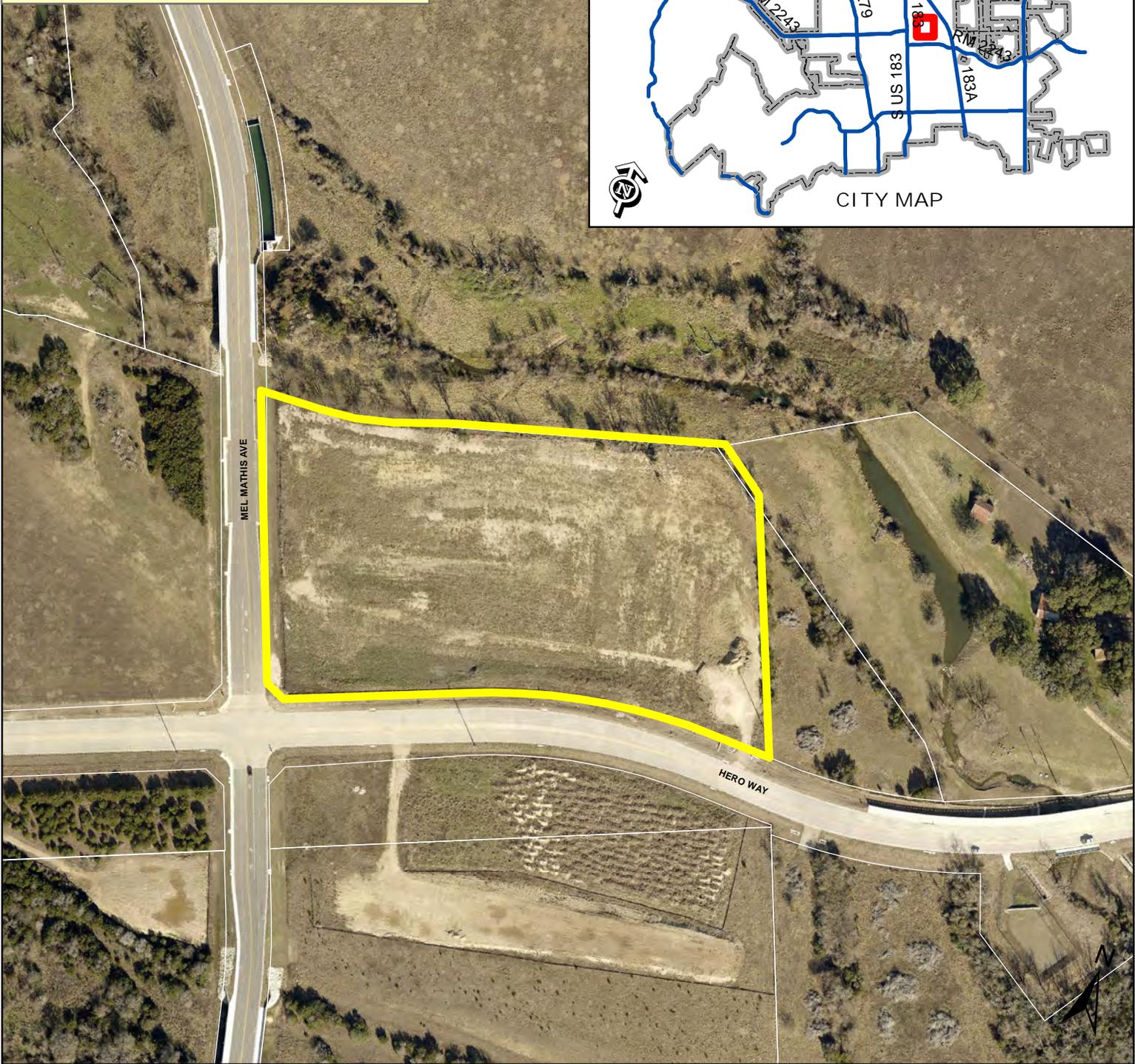
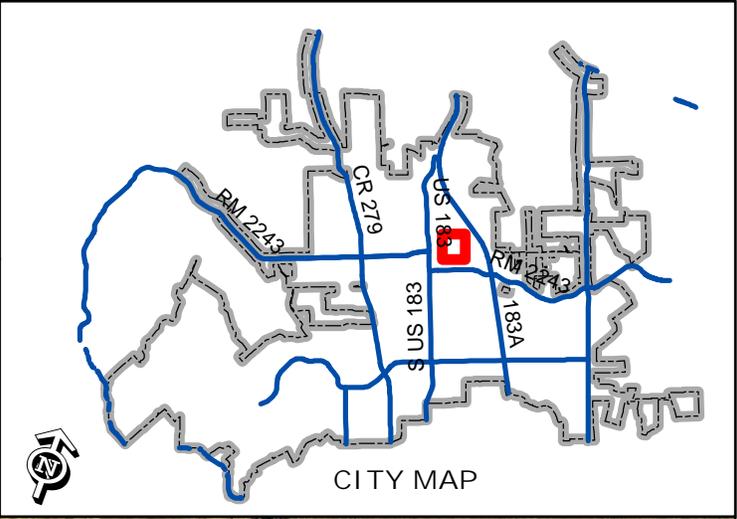


***Potential Pour Dates:**

8/7/15 – Bldg 1 (1st pour)
8/11/15 – Bldg 2 (1st pour)
8/13/15 – Bldg 1 (2nd pour)
8/17/15 – Bldg 2 (2nd pour)
8/19/15 – Bldg 4 (1st pour)
8/21/15 – Bldg 5
8/25/15 – Bldg 4 (2nd pour)
8/26/15 – Bldg 6 (1st pour)
8/27/15 – Bldg 3 (1st pour)
8/31/15 – Bldg 6 (2nd pour)
9/2/15 – Bldg 3 (2nd pour)
9/4/15 – city approach pour
9/7/15 – 2 garage pours
9/8/15 – paving pour
9/11/15 – paving pour
9/15/15 – other city approach pour
9/17/15 – trash compactor pour
9/18/15 – paving pour
9/21/15 – paving pour
9/23/15 – 2 garage pours
9/25/15 – paving pour
9/28/15 – paving pour
9/30/15 – paving pour
10/2/15 – final paving pour

***Please keep in mind this is all potential schedule dates to start at 3AM**

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.



NOISE ORDINANCE VARIANCE

Location Map - Village at Leander Station

-  Proposed Work Area
-  City Limits





Executive Summary

August 6, 2015

Agenda Subject: Consider Award of Bid for the Utility Billing Customer Service Area Renovation Project to Majestic Services, Inc.

Background: Four vendors submitted bids on July 16th for the Utility Billing Customer Service Area Renovation project. A project budget of \$140,000 was approved by City Council on June 4, 2015. The low bid for the project is \$135,000 (Base Bid, with no alternates) and was submitted by Majestic Services, Inc. Staff has vetted the respondent and recommends award.

Origination: Joy Simonton, Purchasing Agent

Financial Consideration: \$140,000 included in the FY 2015-16 General Fund Capital Projects (40-04-8321). Also, per the City's Public Arts Ordinance, an amount equal to 1% of the construction bid shall be transferred to the Public Arts Fund.

Recommendation: Approve Award to Majestic Services, Inc.

Attachments: Purchasing Agent recommendation; Bid Tabulation and Matrix

Prepared by: Robert G. Powers, Finance Director

Joy Simonton, Purchasing Agent

PROPOSAL FORM

Date: July 16, 2015_____

PROPOSAL FROM: Majestic Services, Inc,

PROPOSAL TO: City Of Leander
200 West Willis Street
Leander, TX 78641

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the construction of the Utility Customer Service Renovation and to perform the work required for the renovation of said area at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

In submitting this Proposal, it is understood that this Proposal may not be altered or withdrawn for ninety (90) days, and that the Owner has reserved the right to reject any and all Proposals.

The Undersigned certifies that this Proposal is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering Proposals on this work, for the following sum or prices to wit:

BASE PROPOSAL: Stipulated Lump Sum of:	(\$ <u>135,000.00</u> ^{calendar} <u>60 days</u>).
ADD ALTERNATE 1:	(\$ <u>17,130.00</u>).
ADD ALTERNATE 2:	(\$ <u>19,500.00</u>).
DEDUCT ALTERNATE 3:	(\$ <u>- 6,000.00</u>).
REVISED CALENDAR DAYS FOR ALT. 3	<u>55</u> DAYS

RECEIPT OF ADDENDA

I hereby acknowledge receipt of Addenda (insert dates of addenda): _____

- Addenda 1, June 19, 2015
- Addenda 2, July 6, 2015
- Addenda 3, July 13, 2015

CONTRACTOR NAME: Majestic Services, Inc.

CONTRACTOR SIGNATURE: Shamal A. Brown

ORIGINAL

**ATTACHMENT A
RESPONDENT'S REFERENCE SHEET**

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: 214067.00

RESPONDENT'S NAME: Majestic Services, Inc. **DATE:** 07/16/2014

Provide the name, address, telephone number and **E-MAIL** of at least three (3) Municipal and/or Government agencies or firms of comparable size that have utilized similar service within the last two (2) years. City of Leander references are not applicable. References may be checked prior to award. Any negative responses received may result in disqualification of submittal.

1. **Company's Name** City of Temple, Texas
 Name of Contact Ashley Williams
 Title of Contact Project Manager
 E-Mail Address awilliams@templetx.gov
 Present Address 3201 E. Ave. H
 City, State, Zip Code Temple, TX 76501
 Telephone Number (254) 298-5607 **Fax Number:** ()

2. **Company's Name** Bexar Appraisal District
 Name of Contact Randy Hutchison
 Title of Contact Finance Director
 E-Mail Address rhutchison@bcad.org
 Present Address 411 N. Frio
 City, State, Zip Code San Antonio, TX 78201
 Telephone Number (210) 224-8511 **Fax Number:** ()

3. **Company's Name** Church of Christ at East Side
 Name of Contact Mike Deen
 Title of Contact Elder
 E-Mail Address Mike.Deen@eastsidecoc.com
 Present Address 5701 E. MLK Blvd
 City, State, Zip Code Austin, Texas 78702
 Telephone Number (512) 477-1647 **Fax Number:** ()

FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.



SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

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

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

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

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.texas.gov

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.

Bid Bond
SURETY DEPARTMENT

Conforms with the American Institute of
Architects, A.I.A Documents No. A-310

KNOW ALL MEN BY THESE PRESENTS,

That we, Majestic Services, Inc. as Principal
hereinafter called the Principal, and SureTec Insurance Company a corporation created and existing under the laws of the
State of Texas whose principal office is in Houston, TX as Surety, hereinafter called the Surety, are held
and firmly bound unto City of Leander as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of the Greatest Amount Bid

Dollars (**\$5% GAB**)

for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents

Whereas, the Principal has submitted a bid for Leander Utility Customer Services Office Renovation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract
documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and
material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount
specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the
work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

Signed and sealed this 16th day of July, 2015

Majestic Services, Inc.
(Principal)

By Shantal A. Brown (SEAL)

SureTec Insurance Company
(Surety)

By Steven W. Searcey (SEAL)
Steven W. Searcey Attorney-in-fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

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

Tony Fierro, Jay Jordan, Johnny Moss, Steven W. Searcey,
Robert J. Shuya, April M. Terbay, Mistie Beck, Jeremy Barnett, Robert G. Kanuth, Jade Porter

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

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

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

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

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

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

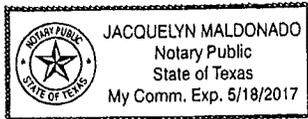
SURETEC INSURANCE COMPANY

By: [Signature]
John Knox Jr., President



State of Texas ss:
County of Harris

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



[Signature]
Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

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

Given under my hand and the seal of said Company at Houston, Texas this 16th day of July, 2015, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

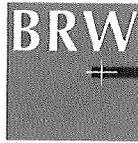
Any Instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

Acknowledge Addendum 1

Shantal Brown

4/16/15

BROWN REYNOLDS WATFORD



ARCHITECTS, INC.

2700 EARL RUDDER FWY. S.
SUITE 4000
COLLEGE STATION, TEXAS 77845
979-694-1791
FAX 694-8293
WWW.BRWARCH.COM

ADDENDUM NO. 1

**LEANDER
UTILITY CUSTOMER SERVICE AREA RENOVATION
LEANDER, TEXAS**

DATE: June 19, 2015
PROJECT NO: 214067.00

The Construction Documents on the above referenced project, dated 05/20/2015, shall be revised as follows:

SPECIFICATIONS:

Item No. 1 (RE: INVITATION FOR BID) Part II, Schedule: The *Response for Solicitation* due date has been rescheduled to **July 16, 2015** in lieu of original date of July 7, 2015. All responses are due at or before 3:00 pm on July 16, 2015.

CLARIFICATION:

Item No. 2 (RE: BUDGET): The construction budget for this project is \$140,000.

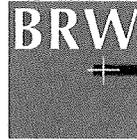
Item No. 3 (RE: PRE BID MEETING) Location: The pre-bid meeting will take place at the Leander City Hall, located at 200 W. Willis Street in Leander. It will take place in the West Conference Room.

Attachments: None

END OF ADDENDUM NO.1*****

Acknowledge Addendum 2
Shamat A. Brown
7/16/15

BROWN REYNOLDS WATFORD



ARCHITECTS, INC.

2700 EARL RUDDER FWY. S.
SUITE 4000
COLLEGE STATION, TEXAS 77845
979-694-1791
FAX 694-8293
WWW.BRWARCH.COM

ADDENDUM NO. 2

LEANDER UTILITY CUSTOMER SERVICE AREA RENOVATION LEANDER, TEXAS

DATE: July 6, 2015
PROJECT NO: 214067.00

The Construction Documents on the above referenced project, dated 05/20/2015, shall be revised as follows:

SPECIFICATIONS:

Item No. 1 (RE: PRE BID MEETING) Agenda and Sign-In Sheet for Pre-Bid meeting is attached to this addendum.

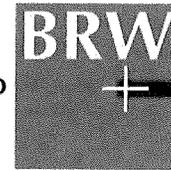
Item No. 2 (BID FORM) The bid form to be used for the submission of the bid proposal is attached to this addendum. All base bids, alternate bids, and addendum acknowledgments shall be recorded on this form and be submitted in a sealed envelope.

Item No. 3 (RE: PROJECT DURATION) The contractor shall submit as part of their bid proposal the estimated duration, in days, of construction. A line item on the bid form is provided for this information to be supplied by contractor with bid.

Item No. 4 (RE: ALTERNATE) Alternate 3: The contractor shall provide an alternate bid and construction duration time which reflects contractor's full access to the Utility Billing Customer Service area with no business operations taking place within the space. For the purposes of this alternate, the owner shall consider relocating all customer and business services for the duration of the renovation of the Utility Billing Customer Service Area allowing for the contractor to have full access of the space with no public and operational constraints or interruptions.

DRAWINGS:

Item No. 5 (RE: SCOPE): The contractor is responsible for all fixtures and millwork as detailed and called out in keynotes or in the Specifications of the Construction Documents. Drawing Sheets A2.2 and A2.3 detail the millwork included in the scope of the project. Fixtures are as specified and shown in documents. The owner will be responsible for providing furniture, computers, etc. not specified. The furniture plan, as



2700 EARL RUDDER FRWY SO
SUITE 4000
COLLEGE STATION, TEXAS 77845
409.694.1791
FAX 694.8293
<http://www.brwarch.com>

PRE-BID MEETING AGENDA

Utility Customer Service Renovation – Leander, Texas

BRW Project No. 215006.00

<u>Meeting Location:</u>	<u>Meeting Time/Date:</u>	<u>Prepared By:</u>	<u>Meeting Purpose:</u>
City Hall 200 West Willis Street Leander, Texas	2:00 PM / June 30, 2015	Jennifer Bettiol	Pre-Bid Meeting

Items:

1. Important Dates
 - 1.1 Substitutions may be submitted to the Architect for consideration during bidding. Substitutions will be reviewed and may qualify as equal or better than specified.
 - 1.2 Deadline for Questions and Inquiries: July 1, 2015 @ 5:00 pm.
 - 1.3 Deadline for Proposal Submission: July 16, 2015 @ 3:00 p.m.
 - 1.4 Award by the City of Leander: Within 30 days.

2. Review Project
 - 2.1 1405 climate controlled S.F. renovation of existing Utility Billing Customer Service Area.
 - 2.2 Demolition of existing wall and re-working of spaces to create two offices and re-work customer service area including walk up desk and drive thru window..
 - 2.3 Permit fees are waived. Documents have been reviewed and approved by the City of Leander.
 - 2.4 Exterior work is required around the new drive thru customer service window. Cementitious (Hardie) siding will be used as new exterior sheathing in renovated area. Existing canopy will be removed and reinstalled.
 - 2.5 Reworking of existing HVAC and new electric, as shown in documents is included in the scope.
 - 2.5.1 The Utility Billing Customer Service area will remain functional during construction. Therefore, coordination with the department is crucial for maintaining the customer service to the community.

3. Examine the contract documents and site
 - 3.1 Examine contract documents thoroughly.



City of Leander

Pre-Solicitation Meeting Sign-In Sheet

6/30/15

Project #214067.00

Utility Customer Service Area Renovation

Attendee Name

Name/Address/Phone/E-mail of Firm

KEVIN D MAECK

141 HUTTO ST BERTRAM TX

KMAECKSI@QUALI.COM

COLLEGE SERVICE INC.

Dallas Ham

Dallas@southwestcorporation.com Austin, TX

RICO SUNIGA

Ceda Tex Services 500 BUCKY CREEK RD #106 CEDAR PARK, TX

CONTACT@CEDATEX.COM

BRUCE RANEY

ICBOR CONSTRUCTION INC. 512-5856344

brucer@icborconstruction.com

Jessica DeLuca

Majestic Services Inc estimatingconst@aol.com

8120 N IH 35 Suite 101 512-537-6574

Justin Huling

American Constructors estimating@acitexas.com

4330 Gaines Ranch Loop Suite 230 Austin 78735

HERB DEANZUCCO

ICBOR CONSTRUCTION INC 512-809-5072

HERSD@ICBORCONSTRUCTION.COM

PROPOSAL FORM

Date: _____

PROPOSAL FROM: _____

PROPOSAL TO: City Of Leander
200 West Willis Street
Leander, TX 78641

The Undersigned proposes to furnish all labor, services, materials, tools and necessary equipment for the construction of the Utility Customer Service Renovation and to perform the work required for the renovation of said area at the location set out by the Plans and Specifications, in strict accordance with the Contract Documents.

In submitting this Proposal, it is understood that this Proposal may not be altered or withdrawn for ninety (90) days, and that the Owner has reserved the right to reject any and all Proposals.

The Undersigned certifies that this Proposal is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering Proposals on this work, for the following sum or prices to wit:

CALENDAR DAYS: Total number of calendar days to substantial completion is estimated to be ___ days.

BASE PROPOSAL: Stipulated Lump Sum of: (\$ _____).

ADD ALTERNATE 1: (\$ _____).

ADD ALTERNATE 2: (\$ _____).

DEDUCT ALTERNATE 3: (\$ _____).

REVISED CALENDAR DAYS FOR ALT.3 _____ DAYS

RECEIPT OF ADDENDA

I hereby acknowledge receipt of Addenda (insert dates of addenda): _____

CONTRACTOR NAME: _____

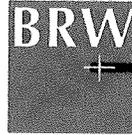
CONTRACTOR SIGNATURE: _____

Acknowledge: Addenda 3

Shanal A. Brown

7/16/15

BROWN REYNOLDS WATFORD



ARCHITECTS, INC.

2700 EARL RUDDER FWY. S.
SUITE 4000
COLLEGE STATION, TEXAS 77845
979-694-1791
FAX 694-8293
WWW.BRWARCH.COM

ADDENDUM NO. 3

LEANDER UTILITY CUSTOMER SERVICE AREA RENOVATION LEANDER, TEXAS

DATE: July 13, 2015
PROJECT NO: 214067.00

The Construction Documents on the above referenced project, dated 05/20/2015, shall be revised as follows:

SPECIFICATIONS:

Item No. 1 (RE: SPECIFICATON SECTION 01 23 00) ALTERNATES: The alternates, as shown in Specification Section 01 23 00-2 are identified in reverse. Alternates shall read:
Alternate No. 1: Add storefront vestibule as shown in alternate floor plan, including storefront windows and entry.
Alternate No. 2: Remove and Replace existing exterior storefront as noted in floor plans.

Item No. 2 (RE: INTERIOR WALL MOUNTED DROP BOX) The interior Wall Mount Drop Box, as shown on wall adjacent to walk up service desk shall be equal to Locking Security Mailbox, Wall Mount Drop Slot, Item # S3355. Slot shall have custom engraving indicating "Drop Box" in black lettering. The Optional Receptacle shall be included with the Drop Slot. Drop Box shall be constructed of 1/4" aluminum plate and 20 gauge steel. Color: Bronze.

Item No. 3 (RE: EXTERIOR IN-WALL MOUNTED DROP BOX) The exterior In-Wall (Through the Wall) locking drop box shall be equal to: Locking Security Mailbox Adjustable Through the Wall Locking Drop Box, SKU: PSWDC160. The drop box shall have a double steel door with lock guard. The Slot shall include a security baffle and an adjustable chute, to adjust for wall thickness. The drop box shall be located on the exterior wall of the storage room, location as denoted by keynote 1490.04 on Detail 2/A1.1.

DRAWINGS:

Item No. 4 (RE: ALARM BELL): The existing alarm bell shall be replaced with a Wireless Motion Detector. New alarm bell and motion detector shall be equal to Milton's Wireless Motion Detector Chime Kit. Sensor shall have a sensitivity adjustment for control of depth of monitoring. The chime shall have a built in volume control. Location of sensor shall be as shown on Drawing Sheet A1.1 and denoted by keynote 2620.16 on Detail 2/A1.1

Item No. 5 (RE: SOLID CORE WOOD DOOR) PL1: Door Type C shall have a plastic laminate finish, as noted in Door Schedule. The plastic laminate, as denoted by PL1 on the Door Schedule, shown on Drawing Sheet A2.1 and in the Finish Schedule, shown on Drawing Sheet A3.2 shall be Wilsonart 7935K-07 Shaker Cherry.

Attachments: None

END OF ADDENDUM NO.3*****

ORDINANCE NO. 08-017-00

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ADOPTING ARTICLE 1.1400 OF CHAPTER 1 OF THE CODE OF ORDINANCES; PROVIDING FOR A PUBLIC ART COMMITTEE; PROVIDING CERTAIN DUTIES AND RESPONSIBILITIES OF THE PUBLIC ART COMMITTEE; FOR A PUBLIC ARTS FUND AND FOR CONTRIBUTIONS TO THAT FUND; PROVIDING FOR ART IN PUBLIC PLACES; PROVIDING FOR SEVERABILITY, OPEN MEETINGS AND RELATED MATTERS

Whereas, the City of Leander ("City") has identified a need for a Public Art Committee to encourage public programs to develop the fine and performing arts;

Whereas, the Public Art Committee will make recommendations to the City Manager, Mayor and City Council in connection with cultural and artistic endeavors involving the City;

Whereas, this Public Art Committee will act as the City's advocate and advisor in connection with cultural and artistic endeavors involving the City;

Whereas, the Public Art Committee will encourage donations, grants and other support to expand the arts in the community;

Whereas, the Committee will assist, advise the City Manager, Mayor and City Council, and monitor the Public Art initiative, as approved by the City Council, throughout the City;

Whereas, it is the intent of this ordinance to establish a policy for the City, in keeping with the vision for which it is nationally recognized, and in order to enhance its aesthetic environment, to encourage private developers/owners of commercial properties to provide a work of art for each new development or mall or commercial structure or, in lieu thereof, to donate monies to the City for the Public Art Fund;

Whereas, the private developers/owners should be encouraged to invest time, effort and money into the art displayed on their sites, recognizing that the art not only will become integral, lasting components of the cityscape but will be of intrinsic value to their developments; and

Whereas, the City, desiring to expand public experience and exposure to culture through various art forms and to enhance the appearance of public facilities and improve the environment of the City on behalf of its citizens, intends to provide for the incorporation of visual art in the design and construction of public facilities within the City.

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

Section 1. Chapter of the City of Leander Code of Ordinances is hereby amended to add Article 1.1400, to read as follows:

Article 1.1400 Public Art Committee

Sec. 1 Public Art Committee Established. (a) The Public Art Committee is hereby established and shall be composed of seven (7) members who shall be residents of the City and who shall be appointed by the Mayor and approved by the City Council. Each member of the Public Art Committee shall be appointed for a term of four (4) years, and no member shall serve more than two (2) terms. If a vacancy shall occur on the Public Art Committee, a successor shall be appointed to serve for the remainder of the unexpired term of the member previously appointed to the vacant position. Any member of the committee that consistently fails to attend meetings without good cause shown (as determined by the committee), or without prior approval of the chair of the committee (based on the good cause criteria established by the committee) may be referred by the committee to the City Council for removal from the committee. The City Council shall consider the referral and committee recommendation and may, in its sole discretion by majority vote, remove the referred member of the committee. The committee shall be composed of the following members:

- (1) One (1) City Council member;
- (2) One (1) Executive Director of an active local Arts Non Profit Corporation;
- (3) One (1) landscape architect, architect, urban planner, or related design professional.
- (4) One (1) active professional artist, and;
- (5) Three (3) citizens, supportive of and educated or active in the field of public art, education or community affairs.

Sec. 2 Organization, Support, Meetings and Reports.

(a). Expense Reimbursement. Members of the Public Art Committee shall receive reimbursement for reasonable expenses, for travel outside the corporate limits and extraterritorial jurisdiction of the City, that are incurred with the advance approval of the Committee. Such reimbursement shall not be inconsistent with City policy.

(b) Quorum and Conduct of Meetings.

(1) Organization. The presence of four (4) or more members of the Public Art Committee shall constitute a quorum.

(2) Conduct of meetings. The Public Art Committee may adopt rules to govern the conduct of its meetings in accordance with the provisions of this chapter and the City Charter

(3) The officers of the Committee shall be a chair, a vice-chair and a secretary. The first officers shall be appointed by the Mayor and approved by the City Council, provided that the City Council member shall not serve as an officer of the Committee. Thereafter, the Committee shall elect the officers of the Committee. The only limitation on the number of terms of office to which the officers may be appointed is the limitation of the number of terms each member of the Committee may serve.

(4) The chair of the Committee may call meetings of the Committee. Meetings may also be called by notice signed by two (2) members of the Committee.

(5) The Committee shall convene no less frequently than once each month, unless deemed unnecessary by a majority of the Committee voting at a Committee meeting. The Committee may meet more often, should the need arise.

(6) The Committee shall comply with the Open Meetings Act.

(7) The Committee may, at any meeting, set a future meeting date(s).

(8) Minutes shall be kept of all meetings, including the vote taken by each member upon any action by the Committee.

(9) The City shall furnish administrative support and office space to the Committee for the purpose of assisting in the implementation of recommendations and advice of the Committee; and, the City Manager shall provide for the employment or assistance of an administrator and staff members to assist the Committee, as required.

(10) Any policy decision requiring approval by the Committee shall be by motion and shall require the approval by a majority of those members present and voting, provided that at least four (4) members must vote for the action to be approved.

(11) The Public Art Committee shall provide monthly reports to the City Council with recommendations of policy(s) the Committee recommends the City Council consider and implement.

(12) Legal counsel. The legal department shall provide legal counsel as may be reasonably required by the Committee for the performance of its functions.

(c) It is specifically provided that no word, term, phrase or provision of this Article shall be interpreted or construed in a manner to be inconsistent with, or to conflict with, the City Charter of the City. In the event of the appearance of any inconsistency or conflict, this Article shall be read and construed consistent with the City Charter.

Sec. 3. Rules of Procedure. The Public Art Committee may adopt procedural rules governing the transaction of its business. The rules may include provisions for the date, time and place of regular meetings of the Committee, maintaining minutes of meetings, and records of all Committee reports, conclusions recommendations. After the expiration

of the one year term of the initial officers, the Committee shall elect officers annually. The officers shall include a Chair, Vice-Chairperson and Secretary who shall each be elected to serve a one year term. All Committee meetings shall be open to the public except as provided by the Open Meetings Act, and notice of meetings shall comply with the Open Meetings Act. The Committee may adopt procedures that address the receipt and processing of citizen proposals and requests.

Sec. 4 Authority of Public Art Committee. The purpose, functions and responsibilities of the Public Art Committee are as follows:

- (a) On behalf of the City, to encourage, conduct, sponsor or cosponsor public nonprofit programs to further the development and public awareness of, and interest in, fine arts and the performing arts;
- (b) To provide recommendations to the Mayor and City Council in connection with cultural and artistic endeavors and projects in which the City may become involved, and act as a representative of the community in such matters;
- (c) To encourage donations, grants and other financial support to further expand the arts and cultural services and programs available to citizens of Leander and members of the Leander community;
- (d) To review and make recommendations to the City Council with respect to all public and private banner proposals that request to utilize City of Leander graphics
- (e) To work diligently and aggressively to receive funding from state and national endowments to provide for continuous funding for the City's Public Art Programs.
- (f) To create and recommend guidelines to the City Council regarding any area or activity of a public arts program, and once the guidelines are approved by the City Council, to distribute, manage, and allocate funding to applicants with a high level of accountability pursuant to the Committee's guidelines, and which place priority on projects that meet more than one community need, e.g., Art for youth outreach and services; provided that all funds shall be subject to the budget and audit process.
- (g) The Committee shall prepare implementation guidelines, selection procedures and organizational policies to facilitate Art in Public Places, subject to the approval of the Mayor and the City Council.
- (h) The Committee shall be responsible for program planning; designation of sites for Public Art; determining project scope and budget for Council approval; overseeing the artist selection process; commissioning artworks; reviewing design, execution and placement of artworks; and overseeing maintenance of the artworks and the process for removal of artworks from the City's Public Art collection, provided, however, that any decision to contract, purchase or remove artwork shall all be subject to the City Manager's recommendation and final review and approval by the City Council.

(i) The Committee, acting on behalf of the Mayor and City Council, shall include within its scope of authority and activities, the invitation of professionals in the visual arts and design fields, to serve (as reviewers and an advisory panel) in the artist selection process in order to ensure works of highest quality, or to assist in the determination or artistic merit of works of art offered to the City as a donation or for purchase. The Committee shall also establish guidelines for appropriate community participation in this process and public education activities as part of the Public Art projects.

(j) The Committee shall coordinate, investigate, review and recommend to the Mayor and City Council other means by which artworks may be obtained, including but not limited to, donations to the Public Art fund, gifts of artwork, and grant applications for Public Art projects.

(k) The Committee shall act as the liaison with private developers to encourage and facilitate private contributions and private art installations within corporate construction and reconstruction projects.

(l) The Committee shall include in its mission the encouragement of Public Art throughout the City and shall seek through its programs to educate and stimulate the participation of all citizens in a joint public and private effort to promote art in public places.

(m) Prior to the recommendations to the City Council for the selection and commissioning of artists, review of design and the recommendation of the acceptance of works of art relative to municipal construction projects, the Committee shall submit the action proposed to be taken to the Mayor for his recommendation to the City Council.

(n) The Committee shall record, over the chairman of the Committee's signature, its recommendations on each matter considered and submitted to the City Council.

(o) The Committee shall adopt rules and regulations, including the creation of subcommittees, to implement this chapter of the City Code.

(p) The Committee shall take such other actions as the City Council may direct from time to time.

Sec. 5. Implementation and Funding

(a) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(1) "Commercial Structure" means any building or structure, all or part of which is to be used as an auditorium, private convention center, professional or commercial office, bank, private library (other than school), manufacturing plant, factory, assembly plant, processing plant, mill, warehouse, shopping mall, store, shop, market, hotel, storage

building, freight depot, and/or private automobile parking structure which is not connected to or incorporated in other structures.

(A) "Commercial Structure" shall include developmental projects that involve more than one (1) phase of construction.

(B) "Phase", when used with respect to a Commercial Structure, shall mean that portion of a developmental project that represents a completed portion of the entire commercial structure.

(2) "Construction Costs" means the total value of the construction of, or reconstruction work on, commercial structures as determined by the chief building inspector in issuing a building permit for the construction or reconstruction. Relative to a municipal construction project, construction costs shall include architectural and engineering fees, site work and contingency allowances. It does not include land acquisition cost and/or subsequent cost changes to the construction contract. All construction costs shall be calculated as of the date the contract [which contract?] is executed.

(3) "Municipal Construction Project" means any project to be paid for wholly or in part by the City, regardless of the source of the monies, to construct, remodel or reconstruct any public buildings, decorative or commemorative structures, parking facilities and/or parks, or any portion of any of such buildings, structures, facilities or parks, belonging to the City within its geographical boundaries as they now exist or shall exist in the future.

(4) "Reconstruction" means alterations or repairs made to a Commercial Structure or Municipal Construction Project within any twelve-month period in which alterations or repairs exceed fifty (50) percent of the value of the existing structure, so that such structure is required to conform to the requirements for new buildings pursuant to this Code.

(5) "Works of Art" or "Artworks" means tangible creations by artists exhibiting the high quality of skill and aesthetic principles, including but not limited to paintings, sculptures, stained glass, statues, bas reliefs, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, tapestries, photographs, drawings, monuments and fountains.

(b) Public Art Fund.

(1) There is hereby created a Public Art Fund which shall be a separate account set up by the City to receive monies appropriated for the Public Art program. The Public Art Fund shall consist of the following:

(A) One (1) percent of the construction cost of a Municipal Building Project as bid, contracted and accepted by the City. Unexpended monies in this fund may be used for works of art at existing public properties and facilities as deemed appropriate by the Public Art Committee and approved by the City Council.

(B) All funds donated to the Public Art Fund by the private sector.

(C) Other funds allocated by the City for Public Art through the budgetary process.

(D) The Public Art Fund shall be used solely for the selection, commission, acquisition, installation, maintenance, administration and insurance of the works of art or in relation thereto; and the administration of such funds shall be recommended to the Mayor and City Council by the City Manager after the City Manager receives the recommendation of the Public Arts Committee. The decision of the Mayor and City Council shall be final.

(2) Appropriations for Municipal Construction Projects.

(A) All appropriations for Municipal Construction Projects shall include an amount of up to one (1) percent of the construction cost of a Municipal Construction Project as bid, contracted and accepted by the City, but not to exceed the sum of two hundred thousand dollars (\$200,000.00) for any single Municipal Construction Project; provided that the Public Arts Committee may recommend to the Mayor and City Council an increased expenditure for those projects of exceptional size or unique function, however, in no event shall the appropriation exceed one (1) percent.

(B) The Public Art Committee shall recommend to the Mayor and the City Council the amount of monies to be allocated for selection, commissioning, acquisition and installation of individual works of art to be incorporated as a part of a Municipal Construction Project for which monies are appropriated under C(1) above.

(C) Monies appropriated pursuant to this section as part of a Municipal Construction Project but not spent in connection with the project may be utilized to supplement other appropriations for the acquisition of works of art or to place works of art in, on or near either existing City facilities or other City properties.

(3) Commercial Structures.

(A) Any private developer/owner who applies to the City for a building permit to construct or reconstruct a Commercial Structure shall be encouraged to commit one (1) percent of the construction or reconstruction costs of the Commercial Structure, up to, but not limited to, the sum of two hundred thousand dollars (\$200,000.00), for the acquisition of fine art to be included on the same property as the Commercial Structure or to be contributed to the Public Art Fund

(B) Private developers/owners constructing Commercial Structures, to be accomplished in phases, will be encouraged to contribute only one (1) percent of construction or reconstruction costs up to but not limited to two hundred thousand dollars (\$200,000.00) for the Phase.

(C) If the private developer/owner constructing or reconstructing a Commercial Structure does not wish to have fine art located on the property with the Commercial Structure, he/she may donate to the Public Art Fund an amount equal to the percentage of the construction cost of the commercial structure as a charitable donation.

(D) Each building permit issued by the City for any Commercial will include data relative to the developer/owner participating in the Public Art program.

(E) The Building Official shall report building permits issued for the construction or reconstruction of a Commercial Structure to the Public Art Committee.

Sec. 6. Ownership and Maintenance of Public Art.

(a) Ownership of all works of art acquired by the City shall be vested in the City which shall obtain title to each work of art. The Public Art Committee shall develop a process for acceptance of any and all works of art and for cataloging all such works.

(b) Artists, as a part of any contractual agreement with the City for the provision of a work of art, shall be required to submit to the Public Art Committee a "Maintenance and Inventory Sheet," including annual cost projections, which details the maintenance and ongoing care of the artwork.

(c) All donations of art or funds shall be subject to acceptance and approval by the City Council.

Sec 7. Meetings and Staff Services. Subject to the directions of the City Manager, the Parks Department shall be responsible for providing administrative and staff services for the Committee and may assign Parks Department staff to provide services to the Committee.

Sec. 8. Budget. The Public Art Committee programs and operating expenses shall be funded from the City General Fund, grants, donations and admission charges. The Parks Department shall be responsible for submitting the annual operating budget to the City Manager for submission and recommendation to and Mayor and City Council. Donations, receipts and monies contributed to the Public Art Fund shall be expended only as authorized by the budget and appropriations approved by the City Council.

Section 2 Amendment of Ordinances. All ordinances or parts thereof conflicting or inconsistent with the provisions of this Article are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Article and any other code or ordinance of the City, the terms and provisions of this Article shall govern.

Section 3. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Article are severable and, if any phrase, sentence, paragraph or section of this Article should be found to conflict with the City Charter, or declared invalid by the final judgment or decree of any court of competent jurisdiction, such

invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Article, since the same would have been enacted by the City Council without the incorporation in this Article of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Article shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Article which can be given effect without the invalid provision, and to this end the provisions of this Article are declared to be severable. This Article shall be read, construed and interpreted in a manner consistent with the City Charter of the City, and, if any term, provision or condition of this Article is inconsistent with or conflicts with any term, provision or condition of the City Charter, the City Charter shall govern and control.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

Section 5. 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 First Reading this the 18th day December 2008.

THE CITY OF LEANDER, TEXAS

John D. Cowman, Mayor

ATTEST:

Debbie Haile, City Secretary



City of Leander

INTEROFFICE MEMO

DATE: July 23, 2015

TO: Robert Powers

FROM: Joy Simonton

RE: Recommendation for Award for Solicitation #S15-024 Utility Billing Customer Service Area Renovation

The Purchasing Division recommends Majestic Services, Inc. for the award of a construction agreement for the Utility Billing Customer Service Area Renovation for \$135,000 in accordance with the City's solicitation and evaluation process.

Four (4) responses were received.

Joy Simonton, Purchasing Agent

CC: FILE

Bid Info: City of Leander
 Utility Customer Service Area Remodel
 Solicitation No. #S15-024
 Opening: 06/16/2015

EVALUATION CRITERIA	Max Points	 Majestic Services, Inc.	 ICHOR Construction, Inc.	T-Star Services	 American Constructors, Inc.
Proposed Fee					
Base project price		\$135,000.00	\$144,678.00	\$189,793.00	\$218,000.00
Add Alternate 1 (add storefront vestibule)		\$17,130.00	\$16,489.00	\$9,950.00	\$16,120.00
Add Alternate 2 (remove and replace existing storefront)		\$19,500.00	\$20,666.00	\$17,458.00	\$14,156.00
Deduct Alternate 3 (full access, no business interruptions)		-\$6,000.00	-\$2,500.00	-\$5,510.00	-\$8,260.00
TOTAL		\$135,000.00	\$144,678.00	\$189,793.00	\$218,000.00
Respondent qualifications	Yes/No	Yes	Yes	No	Yes
Respondent is regularly involved in the delivery of similar projects.		Founded 2010; regularly provides specified services.	Founded 2010, regularly provides specified services.	No historical information on respondent is available.	Founded 1982, regularly provides specified services.
Days to deliver	Pass/Fail	Pass	Pass	Pass	Pass
Base project days to deliver		60	75	70	65
Deduct alternate 3 days to deliver		55	70	10	55
References	Pass/Fail	Pass	N/A	Fail	N/A
Reference scores		See reference scoring sheets.	Not checked at this time.	None provided.	Not checked at this time

AWARD



Executive Summary

August 6, 2015

Agenda Subject: Resolution Approving the Brushy Creek Regional Utility Authority Proposed Annual Operating Budget for Fiscal Year 2015-16.

Background: The BCRUA board approved the proposed annual operating budget at its board meeting on July 15, 2014. The total BCRUA operating budget reflects a decrease from the prior year by \$80,970 from \$1,680,027 to \$1,599,057. Leander's share of the budget is \$748,425, or 46.8%. The City's debt service component has increased by \$303,590 from \$5,743,721 to \$6,047,311.

Origination: BCRUA

Financial Consideration: \$800,000 included in the FY 2015-16 Utility Fund Operating Budget and \$6,047,311 in the Utility Fund Debt Service Budget.

Recommendation: Approve Resolution

Attachments: Resolution, BCRUA Resolution and Budget Detail

Prepared by: Robert G. Powers, Finance Director

DATE: July 13, 2015

SUBJECT: BCRUA Board Meeting – July 15, 2015

ITEM: 6A. Consider a resolution approving the BCRUA Annual Operating Budget for Fiscal Year 2015-2016, subject to the approval of the Participating Cities.

PRESENTER: Tom Gallier, General Manager

BACKGROUND:

The FY 2015-2016 Annual Operating Budget is attached for Board review and action. The budget remains little changed from the FY 2014-2015 budget, but does reflect an approximate 3% reduction, which is primarily due to the recent rainfall runoff into the LCRA system, and which has made it extremely unlikely that levels in Lake Travis will drop below 623 feet in elevation during the 2015-2016 fiscal year. With Lake levels remaining above 623 feet all year, it will be unnecessary to budget additional funds to cover relocation of the raw water floating intake.

At this time, staff anticipates that the full BCRUA water system will be back up and fully functional before the new fiscal year begins on October 1, and believes that the system will remain able to deliver all required supplies to member cities throughout the 2015-2016 budget year.

Staff in all three member cities has reviewed the proposed budget, including the Fee-In-Lieu calculations for the City of Round Rock, and are in agreement.

Staff recommends approval of BCRUA's FY 2015-2016 Annual Budget, and will be available at the July Board Meeting to answer any questions the Board may have.

RESOLUTION NO. R-15-07-15-6A

WHEREAS, the Board of Directors of the Brushy Creek Regional Utility Authority (“BCRUA”) wishes to adopt the BCRUA Annual Operating Budget for Fiscal Year 2015-2016, in accordance with the attached proposal, Now Therefore

BE IT RESOLVED BY THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY,

That the BCRUA Annual Operating Budget for Fiscal Year 2015-2016 be adopted, subject to the approval of the Participating Cities, as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

The Board of Directors hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 15th day of July, 2015.

RON ABRUZZESE, President
Brushy Creek Regional Utility Authority

ATTEST:

Kris Whitfield, Secretary

CODE	FY 2016 BCRUA Op Budget	Non-Operating Expenses	Fixed Operating Expenses for Cities not Receiving Water	Fixed Operating Expenses for Cities Receiving Water	Variable Operating Expenses	FY2015	3.31.15 Act	FY 2016	Cedar Park	Leander	Round Rock	
7510.00	Insurance	100%				\$ 15,600.00	\$ 4,416.86	\$ 15,600.00	\$ 2,335.32	\$ 7,363.20	\$ 5,901.48	
7300.00	Security/Fire/Elevator	100%				4,500.00	308.00	8,200.00	1,227.54	3,870.40	3,102.06	Simplex Grinnell/Elevator Inspect-License/Misc Repairs
7100.00	Gen Manager-Admin Services	100%				111,700.00	55,838.79	111,700.00	16,721.49	52,722.40	42,256.11	GM \$106.7K, Admin \$5K
9300.00	Capital Outlay	100%				25,000.00	-	25,000.00	3,742.50	11,800.00	9,457.50	Chemical Feed System Improvements
9305.00	Desks, Files, Kitchen Appliances, etc.	100%				2,000.00	-	2,000.00	299.40	944.00	756.60	
7215.00	Grounds Maint/Building Maint	100%				20,000.00	1,070.10	23,000.00	3,443.10	10,856.00	8,700.90	HVAC \$4.5K, Mowing \$15K, Misc \$3.5K
7220.00	Irrigation Water at Plant-WW-Solid Waste	100%				10,000.00	3,005.24	11,000.00	1,646.70	5,192.00	4,161.30	\$1,045.44 CTR/\$750.00 Month W/WWW
7225.00	TCEQ Admin	100%				100.00	-	100.00	14.97	47.20	37.83	Annual PWS Fee Less 25 Connections = \$100
7230.00	Safety Equip	100%				2,500.00	959.93	3,500.00	523.95	1,652.00	1,324.05	Basic PPE for Employees
7235.00	Treated/Raw Main Maint	100%				48,500.00	-	20,000.00	2,994.00	9,440.00	7,566.00	
7470.00	Audit Fees/Invest/Bank	100%				51,000.00	31,666.60	51,000.00	7,634.70	24,072.00	19,293.30	
7680.00	Legal Services	100%				40,000.00	7,029.30	40,000.00	5,988.00	18,880.00	15,132.00	
7710.00	Computers & Equipment	33%		67%		7,500.00	543.34	10,500.00	4,271.18	4,918.01	1,310.81	Computer/Network Equip/Dahill Contract
7240.00	SCADA/Services	33%		67%		10,000.00	395.00	10,000.00	4,067.79	4,683.82	1,248.39	Misc Contract Services/Hardware
7715.00	Communication/Phones	33%		67%		6,400.00	2,339.43	7,000.00	2,847.45	3,278.67	873.87	
7245.00	Intake Barge Repair/Maint	33%		67%		104,000.00	43,998.75	20,000.00	8,135.58	9,367.64	2,496.78	
7430.00	Accounting/Finance/Personnel	33%		67%		45,000.00	18,440.02	45,000.00	18,305.06	21,077.19	5,617.76	
7101.00	Plant Superintendent		33%	67%		112,291.92	59,414.17	116,223.12	47,277.12	54,436.82	14,509.18	1 FTE, Base X 1.5
7105.00	Administration Assistant (operations)		33%	67%		-	-	-	-	-	-	
7110.00	Small Tools/Equipment		33%	67%		5,000.00	-	7,500.00	3,050.84	3,512.87	936.29	
7115.00	Office/Building Supplies		33%	67%		6,000.00	557.59	7,000.00	2,847.45	3,278.67	873.87	General Office Supplies/Paper/Toner/Pens...
7120.00	Plant Winterization Supplies		33%	67%		1,000.00	-	2,000.00	813.56	936.76	249.68	
7720.00	Miscellaneous Expenses		33%	67%		1,000.00	17.00	2,000.00	813.56	936.76	249.68	
7000.00	Plant Operators			100%		195,212.16	100,772.24	200,091.84	106,728.99	93,362.85	-	3 FTEs, Base X 1.5
7005.00	Maintenance Technician			100%		-	-	-	-	-	-	
7010.00	Treatment Materials/Supplies			100%		30,000.00	825.22	30,000.00	16,002.00	13,998.00	-	Misc repair parts/services
7015.00	Vehicle Repairs/Maint			100%		4,000.00	81.55	4,000.00	2,133.60	1,866.40	-	2 Truck/1 UTV/Backhoe
7020.00	Contract Services (Lab Services)			100%		11,300.00	-	15,000.00	8,001.00	6,999.00	-	Annual/1/4 TCEQ Sampling, VOC, TOC, Bact's
7020.50	Laboratory Supplies			100%		20,500.00	-	20,000.00	10,668.00	9,332.00	-	Equipment Maint/Reagents/Misc Supplies for Lab
7025.00	Fuel and Oil			100%		5,000.00	-	5,000.00	2,667.00	2,333.00	-	2 Trucks/1 UTV's Gas/Backhoe
7030.00	Janitorial Facility Maint			100%		5,600.00	-	6,900.00	3,680.46	3,219.54	-	1 X Clean per week @ \$575.00 Mo, Misc Supplies
7035.00	Equip Facility Maint			100%		25,000.00	361.92	25,000.00	13,335.00	11,665.00	-	Misc Maint/Repairs
7040.00	Schools/Training			100%		7,500.00	-	7,500.00	4,000.50	3,499.50	-	
7045.00	License and Membership Dues			100%		2,000.00	111.00	2,000.00	1,066.80	933.20	-	TWUA/AWWA etc...
7050.00	Uniforms			100%		3,600.00	1,358.68	3,200.00	1,706.88	1,493.12	-	Uniforms
7200.00	Power-Pumping Raw/Treated/Lift Stations				100%	500,000.00	22,185.65	500,000.00	266,700.00	233,300.00	-	
7205.00	Chemicals				100%	155,000.00	-	185,000.00	98,679.00	86,321.00	-	
7210.00	Sludge Disposal				100%	23,500.00	-	23,500.00	12,534.90	10,965.10	-	\$550.00 per Roll Off .75 per week
9310.00	Contingency					46,489.20	24,438.40	46,489.20	6,592.17	21,970.80	17,926.24	

Total Annual						\$ 1,663,793	\$ 380,135	\$ 1,612,004	\$ 693,498	\$ 754,525	\$ 163,982	
Reserve Operating Account								\$ 403,001	\$ 173,375	\$ 188,631	\$ 40,996	
LESS: FY15 Reserve Budget								(415,948)	(176,135)	(194,731)	(45,083)	
Reserve Adjustment for FY16								(12,947)	(2,760)	(6,100)	(4,087)	
Round Rock Fee in Lieu of Min. Take									(121,682)		121,682	
Total Operating Budget								1,599,057	569,056	748,425	281,577	
FY 2016 Debt Service Budget								\$ 11,809,880	\$ 1,443,112	\$ 6,047,311	\$ 4,319,457	
Total Operating and Debt Service Budget								\$ 13,408,937	\$ 2,012,168	\$ 6,795,736	\$ 4,601,034	

BCRUA Project Reserved Capacity Allocation

Cedar Park	14.97%
Leander	47.20%
Round Rock	37.83%

Capacity Allocation for Cities Receiving Water

Cedar Park	53.34%
Leander	46.66%
Round Rock	0.00%

Ultimate Capacity Allocation

Cedar Park	14.18%
Leander	47.26%
Round Rock	38.56%

Round Rock Fee in Lieu of Minimum Take Calculation

BCRUA FY16 Gallons Treated (5MGD x 365)	1,825,000,000
BCRUA FY16 WTP O&M Expenses (minus amount paid by RR)	1,448,022
BCRUA Cost per 1,000 gal.	\$0.79
Cedar Park FY14 WTP O&M Expenses (minus raw water)	2,185,155
Cedar Park FY14 Gallons Treated	4,036,780,000
Cedar Park Cost per 1,000 gal.	\$0.54
Difference in BCRUA and CP Cost per 1,000 gal.	\$0.25
Round Rock Minimum Annual Take in gallons	486,727,500
Round Rock Fee in Lieu of Minimum Take	\$121,682

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER
APPROVING THE BUDGET OF THE BRUSHY CREEK REGIONAL
UTILITY AUTHORITY FOR FISCAL YEAR 2015-16.**

WHEREAS, on July 15, 2015, the Board of the BCRUA approved an Annual Operating Budget for fiscal year 2015-16; and

WHEREAS, the By Laws of the BCRUA require the City Councils of the Cities of Leander, Round Rock and Cedar Park, to approve the Annual Operating Budget to be considered by and/or approved by the BCRUA Board; and,

WHEREAS, the City Council of the City of Leander supports the Annual Operating Budget approved by the BCRUA Board.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEANDER, 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. Approval of the Annual Operating Budget of the BCRUA. The City Council approves the Annual Operating Budget for the Brushy Creek Regional Utility Authority for Fiscal Year 2015-16, as set forth in Exhibit "A" hereto, and as approved by the BCRUA Board.

Section 3. Effective Immediately. This resolution shall be effective immediately from and after its passage.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code.*

PASSED AND APPROVED this the 6th day of August, 2015.

ATTEST

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor



Executive Summary

August 6, 2015

Agenda Subject: Authorize Interlocal Cooperative Purchasing Agreement with the City of Austin.

Background: The City’s Purchasing Agent recently reached out to the City of Austin’s Purchasing Department to obtain the proposed interlocal agreement whereby each City would be able to “piggyback” off each other’s purchasing contracts if and when it would be advantageous to do so. Obviously, the City of Austin is a very large volume purchaser, so having this agreement in place increases our ability to obtain the most competitive pricing available to the City.

Origination: Joy Simonton, Purchasing Agent

Financial Consideration:

Recommendation: Authorize Mayor to execute Interlocal Purchasing Cooperative Agreement with the City of Austin

Attachments: Interlocal Purchasing Agreement

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

INTERLOCAL PURCHASE AGREEMENT
BETWEEN THE CITY OF LEANDER, TEXAS AND THE CITY OF AUSTIN, TEXAS

This Interlocal Purchase Agreement (the “Agreement”) is entered into between the City of Leander, Texas, and the City of Austin, Texas, acting by and through their respective governing bodies, pursuant to and under authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271 of the Texas Local Government Code (“Chapter 271”), for the purpose of participating in cooperative purchasing. The undersigned Local Governments may be referred to in this Agreement individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Gov’t Code and Subchapter F of Chapter 271; and

WHEREAS, the Parties are local governments as that term is defined in Section 271.101(2) of the Texas Local Gov’t Code; and

WHEREAS, Section 271.102 of the Texas Local Gov’t Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization; and

WHEREAS, a local government that purchases materials, supplies, goods, services or equipment pursuant to a cooperative purchasing program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, local governments in the State of Texas have the ability to realize substantial savings and economies of scale by cooperatively procuring materials, supplies, goods, services or equipment; and

WHEREAS, the Parties desire to enter into a cooperative purchasing program which will allow Parties to purchase materials, supplies, goods, services or equipment pursuant to Subchapter F of Chapter 271; and

WHEREAS, the Parties, acting by and through their respective governing bodies adopt the foregoing premises as findings of said governing bodies; and

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

ARTICLE I
PURPOSE

1. The purpose of this Agreement is to establish a cooperative purchasing program between the

Parties which will allow the Parties to realize savings when purchasing materials, supplies, goods, services or equipment, and which will facilitate the Parties' ability to satisfy state laws requiring the Parties to seek competitive bids for the purchase of goods and services. Each Party, in contracting for the purchase of supplies, materials, equipment, and services agrees, at its discretion, to extend contracts for shared use to the extent permitted by law and agreed upon by those parties and vendors. This Agreement is not intended to create, nor should it be construed as creating a partnership, association, joint venture, or trust.

ARTICLE II TERM

2. The term of this Agreement shall commence on the date on which all Parties have executed this Agreement ("Effective Date"). This Agreement shall renew annually, and remain in full force and effect unless superseded by a supplemental agreement or terminated as provided in this Agreement.

ARTICLE III TERMINATION

3. A Party may withdraw its participation from this Agreement by providing thirty (30) days prior written notice to the other Parties. However, termination of this Agreement by a Party shall not terminate an existing contract between a Party and a vendor, although the terms of the existing contract may not be revised once the withdrawal has occurred.

ARTICLE IV PURCHASING

4. Each Party shall designate a person to act on their behalf in all matters relating to the cooperative purchasing program. All purchases shall be effected by a purchase order from the purchasing party and directed to the vendor(s). The Parties will make payments directly to vendors under the contracts made under Chapter 271, Subchapter F. The purchasing party shall be responsible for its own ordering, inspections, and acceptance of goods and services. The purchasing Party will be responsible for the vendors' compliance with provisions relating to the quality of items and terms of delivery. The originating contracting Party is not responsible or liable for the performance of any vendor used by a purchasing Party as a result of this Agreement. The purchasing party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar goods or services.

ARTICLE V CURRENT REVENUE

5. The Parties represent that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party. The Parties hereby warrant that no debt is created by this Agreement and that any debt created through a purchase shall be the sole obligation of the purchasing Party and no obligation or liability for such debt shall be a liability or obligation of the other Parties.

**ARTICLE VI
FISCAL FUNDING**

6. The financial obligations of the Parties, if any, under this Agreement are contingent upon the availability and appropriation of sufficient funding. Any Party may withdraw from this Agreement without penalty in the event funds are not available or appropriated. However, no Party will be entitled to a refund of amounts previously contributed in the event of withdrawal for lack of funding.

**ARTICLE VII
MISCELLANEOUS**

7A. **Notice**: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective Party at the address set forth opposite the signature of the Party.

7B. **Amendment**: This Agreement may be amended by the mutual written agreement of all of the Parties.

7C. **Severability**: In the event 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 the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

7D. **Governing Law**: The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. Venue for any action concerning this Agreement shall lie in Travis County, Texas.

7E. **Entire Agreement**: This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

7F. **Recitals**: The recitals to this Agreement are incorporated herein.

7G. **Counterparts**: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

7H. **No Assignment**: The Parties may not assign or transfer their rights under this Agreement.

7I. **Compliance with Law**: Each Party is responsible for complying with any additional or varying laws and regulations regarding purchases.

7J. **No Waiver of Rights**: Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or equity to a Party, including the defense of sovereign immunity. Nothing in this Agreement shall be deemed to create any legal rights or claims on behalf of a person not a party to this Agreement.

EXECUTED this 6th day of August, 2015.

CITY OF LEANDER, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

Joy Simonton
Purchasing Agent
City of Leander
PO Box 319
Leander, TX 78646

ATTEST:

By: _____
Secretary or other designated individual (if required)

EXECUTED this _____ day of _____, 2015.

CITY OF AUSTIN, TEXAS

By: _____

Name: _____

Title: _____

Date Signed: _____

Address for Notice:

James Scarboro
Purchasing Officer
P. O. Box 1088
Austin, TX 78767-8845

FOR CITY, APPROVED AS TO FORM:

By: _____
City Attorney



Executive Summary

August 6, 2015

Subject: Consideration of a Policy for Naming City Buildings & Facilities

Background: At present there is no naming policy for City buildings or facilities other than parks and recreation facilities. At the direction of the Council has been drafted for Council consideration. This policy is similar to the Parks & Recreation Facility Naming Policy.

Financial Consideration: None

Recommendation: Staff respectfully recommends Council approval of the proposed policy for Naming City Buildings & Facilities.

Attachments: Proposed Policy for Naming City Buildings & Facilities

Prepared by: Stephen Bosak, Parks & Recreation Director

POLICY FOR NAMING CITY BUILDINGS & FACILITIES

Approved by the City Council _____

PURPOSE

- To establish uniform procedures for naming City buildings and facilities.
- To provide consistent guidelines for citizens, citizen groups and City staff.
- To establish procedures for naming City buildings and facilities...

PROCEDURES FOR NAMING CITY BUILDINGS & FACILITIES

1. Written nominations to name a buildings or facilities shall be submitted to the City Manager. The City Manager shall forward nominations to the City Council and/or the appropriate advisory board or commission for consideration, and to make a recommendation to the Council and to the City Secretary to verify that the signers are registered Leander voters.
2. Written nominations shall include the following information:
 - i) A petition signed by at least 50 registered City voters stating reasons for the proposed action. Petitions must clearly state the intent of the nomination and include printed names, signatures, addresses, zip codes and telephone numbers of each signer;
 - ii) Evidence of community support;
3. If the petition is referred to an advisory board or commission the naming nomination should be presented to the board/commission at the next regularly scheduled meeting.
4. The board or commission shall:
 - i) Review the nomination in accordance with the policy
 - ii) Determine if there is a need to solicit further public input
 - iii) Research, review and study supporting documentation
 - iv) Through a majority vote agree on a recommendation and forward it to the Council.
5. The naming process may also begin with a majority vote of a board or commission, or at the request of the Council.

NAMING CRITERIA

The recommended name shall meet at least one of the following criteria.

1. Consideration may be given to geographic location, adjacent streets or subdivision name.
2. Consideration may be given to prominent characteristics or physical features of the site (lake, river, creek, canyon or topography).
3. Consideration may be given to a historic feature or event.
4. Consideration may be given to naming the building or facility after a family, individual, or business that donated a significant portion of the property, or funds to construct the facility.
5. Consideration may be given to the previous property owner if the property owner sells the property significantly below fair market value. The naming agreement should be negotiated at the time of purchase.
6. Consideration may be given to honor individuals or businesses that have made significant or worthy contributions to the City of Leander or a prominent American who is or was a resident of Leander.
7. City structures may be dedicated to the memory of worthy individuals through the placement of plaques without naming or renaming the entire park.

GENERAL CRITERIA

1. Consideration must first be given to existing legal agreements or promises that were made when the park or facility was originally named.
2. Buildings and facilities previously named for individuals should not be renamed.
3. Buildings and facilities may be named for either deceased or living persons.
4. Buildings and facilities shall not be given the same name as an existing school or public facility unless they are adjacent to an existing named school or public facility.
5. Recommendations to name buildings and facilities should not be publicized until after receiving approval by the Council.
6. This policy shall not be construed to limit authority of the City Council to name any city buildings or facilities at any time and under any conditions the Council deems appropriate.



Executive Summary

August 6, 2015

Agenda Subject: Consider recommendation to the Williamson County Children's Advocacy Center for appointment to the Board of Directors

Background: Mayor Fielder has served on the Board of Directors of the Williamson County Children's Advocacy Center since being appointed in 2009. This is a non-voting position on the Board. Mayor Fielder has resigned his position on this Board as of the end of July 2015. Council is being asked to make a recommendation for his replacement on the Board.

Origination: Mayor Fielder

Recommendation: N/A

Attachments: N/A

Prepared by: Debbie Haile TRMC, City Secretary