



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

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



Thursday ~ December 3, 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: Chief Bill Gardner – Recognition of Leander Firefighter Combat Challenge Team
Steve Bosak, Parks & Recreation Director – Christmas Parade & Tree Lighting
Chief Greg Minton – Blue Santa
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins

CONSENT AGENDA: ACTION

5. Approval of the minutes: November 19, 2015
6. Second reading of an Ordinance on Zoning Case 15-Z-029: amending Ordinance 05-018, the Composite Zoning Ordinance for 0.9596 acres, more or less, located at 1605 and 1607 Tierra Alto from SFU/MH-2-B, Single Family Urban/Manufactured Home to TF-2-B, Two-Family, Leander, Williamson County, Texas
7. Reappointment of Dr. Luis Egelsee to the Williamson County & Cities Health District
8. Dedication and Acceptance of Subdivision Infrastructure Improvements for Oak Creek Phase 2, Section 3
9. Dedication and Acceptance of Palmera Ridge Off-Site Wastewater Improvements
10. Dedication and Acceptance of Subdivision Infrastructure Improvements for Palmera Ridge Section 1
11. Dedication and Acceptance of Subdivision Infrastructure Improvements for Palmera Ridge Section 2
12. Special Use Permit for Cancer Fundraiser in Bledsoe Park

PUBLIC HEARING: NO ACTION

13. First Public Hearing on the proposed annexation of 37.079 acres, more or less, of land generally located west of Ronald Reagan Blvd. and north of the South San Gabriel River in Williamson County, Texas

14. First Public Hearing on the proposed annexation of multiple tracts of land totaling 229.22 acres, more or less, generally located north of Hero Way and west of Ronald Reagan Blvd. in Williamson County, Texas
15. First Public Hearing on the proposed annexation multiple tracts of land totaling 117.5 acres, more or less, generally located along and abutting Hero Way (formerly County Road 269) in Williamson County, Texas pursuant to the terms and expiration of Development Agreements under Section 43.035, Texas Local Government Code

PUBLIC HEARING: ACTION

16. **Public Hearing** on Zoning Case 15-Z-010: Consider a zoning change for two parcels of land located at 1208 S. Bagdad Road for 51.84 acres, more or less, from MF-2-B, Multi-Family and GC-3-C, General Commercial to PUD, Planned Unit Development with a base zoning district of MF-2-A, Multi Family, Leander, Williamson County, Texas
Applicant: Anthony Goode on behalf of AHV-RS Trails at Leander, LLC

Action on Zoning Case 15-Z-010: amending Ordinance 05-018, the Composite Zoning Ordinance for 51.84 acres, more or less, located at 1208 S. Bagdad Road from MF-2-B, Multi-Family and GC-3-C, General Commercial to PUD, Planned Unit Development with a base zoning district of MF-2-A, Multi Family, Leander, Williamson County, Texas

REGULAR AGENDA

17. Development Agreement Case #12-DA-001:
 - a. Discussion and possible action to approve the fourth amendment to the development agreement for the Nameless Valley Ranch (aka Travisso) between the City of Leander and Travisso, Ltd for 2,135.54 acres more or less, generally located to the west of Bloody Hollow abutting FM 1431 on the south and Nameless Road, Leander, Williamson County, Texas
 - b. Discussion and possible action to approve the second amendment to the facilities agreement and adopt an ordinance consenting to the addition of land to Travis County Municipal Utility District No. 21 (MUD #21) between the City of Leander and Travisso, Ltd for 18.598 acres more or less, located to the northwest of the intersection of RM 1431 & Travisso Pkwy, Leander, Williamson County, Texas
18. Consider an Ordinance Establishing a Child Safety Zone; Making It Unlawful for Persons Required to Register on the Texas Department of Public Safety's Sex Offender Database Because of a Conviction Against a Minor to Reside within a Specified Distance of Premises Where Children Gather

EXECUTIVE SESSION

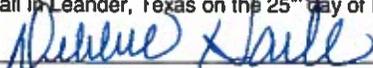
19. Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding *Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas*
20. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding *Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas*

21. Council Members Closing Statements

22. 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 25th day of November, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.



Debbie Haile, TRMC, City Secretary



MINUTES

WORKSESSION and REGULAR CITY COUNCIL CITY OF LEANDER, TEXAS

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



Thursday ~ November 19, 2015 at **6:00 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

WORKSESSION:

1. Discussion on Bliss Senior Living
Mayor Fielder opened the work session at 6:00 pm
Council Member Hill was absent. All others present
Mayor Fielder adjourned the Worksession at 6:50 pm

REGULAR MEETING:

1. Open meeting, Invocation, Pledges of Allegiance
Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance
Council Member Seiler delivered the invocation
2. Roll Call
All present
3. Staff Comments
No staff comments
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins
No citizen comments

CONSENT AGENDA: ACTION

5. Approval of the minutes: November 5, 2015
6. Second Reading of an Ordinance granting Austin Wood Recycling certain powers, licenses, privileges and franchise to operate a business to collect and haul brush, tree, and mulch within the city and designated area of the city's ETJ for the purpose of recycling such materials; to use the streets, avenues, easements, rights-of-way, alleys, highways, sidewalks, and bridges in said city for a period of five (5) years; prescribing certain rights, duties, terms and conditions; providing for the payment to the City of a percentage of gross receipts of grantee from its operations; providing for acceptance; and providing for certain related matters
7. Second Reading of an Ordinance on Zoning Case 15-TOD-Z-022: amending the SmartCode for 19 acres, more or less, generally located 2,100 feet to the west of the intersection of US Hwy 183 and San Gabriel Parkway on the north side of San Gabriel Parkway from PUD/TOD, Planned Unit Development/Transit Oriented Development to amend the PUD to designate the base zoning district as SFR-3-A, Single Family Rural as permitted by the SmartCode, Leander, Williamson County, Texas
Applicant: Hill Country Bible Church

8. Second Reading of an Ordinance on Zoning Case 14-Z-029: amending Ordinance 05-018, the Composite Zoning Ordinance for 53.985 acres, more or less, located at 10744 E. Crystal Falls Parkway from Interim zoning SFR-1-B, Single Family Rural to GC-2-A, General Commercial, Leander, Williamson County, Texas
Applicant: Bowman Consulting (W.L. Gabler) on behalf of Premas Global Leander, LLC
9. Second Reading of an Ordinance on Zoning Case 15-Z-025: amending Ordinance 05-018, the Composite Zoning Ordinance for 18.598 acres, more or less, located NW of the intersection of RM 1431 & Trivisso Parkway from Interim zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development, Leander, Travis County, Texas
Applicant: Nancy Stroder on behalf of Trivisso, LTD (Taylor Morrison of Texas is the Managing partner).
10. Receive Quarterly Investment Report
11. License Agreement for the installation and maintenance landscaping, signage and irrigation located within the City right-of-way within the Hazlewood Subdivision

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

PUBLIC HEARING: ACTION

12. **Public Hearing** on Zoning Case 15-Z-029: Consider a zoning change of two lots, for 0.9596 acres, more or less, located at 1605 and 1607 Tierra Alto from SFU/MH-2-B, Single Family Urban/Manufactured Home to TF-2-B, Two-Family, Leander, Williamson County, Texas
Applicant: Jose Raul Reyes
Tom Yantis, Asst. City Manager explained

Action on Zoning Case 15-Z-029: amending Ordinance 05-018, the Composite Zoning Ordinance for 0.9596 acres, more or less, located at 1605 and 1607 Tierra Alto from SFU/MH-2-B, Single Family Urban/Manufactured Home to TF-2-B, Two-Family, Leander, Williamson County, Texas

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

REGULAR AGENDA

13. Consider Amendment No. 3 to Task Order HDR-2 with HDR Engineering, Inc., for professional services for Improvements of Old 2243 West from U.S. Hwy 183 to Lakeline Boulevard
Wayne Watts, City Engineer explained

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

14. Consider Award of Right-of-Way (ROW) Mowing Contract
Pat Womack, Director of Public Works explained

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

15. Water Supply Update
Pat Womack, Director of Public Works gave the update

No action taken

16. Discussion and possible action on priority annexation areas for fiscal year 2015-16
Tom Yantis, Asst. City Manager explained

Motion made by Mayor Pro Tem Navarrette to direct staff to commence annexations as presented. Second by Council Member Shepherd. Motion passes, all voting “aye”

17. Old Town Neighborhood Empowerment Zone and Incentive Program
Mark Willis, Economic Development Director explained

- a) A Resolution establishing the Old Town Neighborhood Empowerment Zone
- b) An Ordinance establishing the Old Town Development Incentives Program and amending the 2015/2016 Budget to Provide Funding for the Program

Motion made by Council Member Fielder to approve the Resolution and Ordinance. Second by Council Member Seiler. Motion passes, all voting “aye”

18. Discuss proposed amendments to the Composite Zoning Ordinance, Subdivision Ordinance, and Sign Ordinance
Tom Yantis, Asst. City Manager explained

19. Consider reappointments to the following Boards/Commissions:

- Ethics Commission
- Parks & Recreation Advisory Board
- Library Foundation Board

Motion made by Council Member Navarrette to reappoint the members as listed in the backup documents. Second by Council Member Abruzzese. Motion passes, all voting “aye”

The following members were reappointed:

Ethics Commission: Steve Kuwitzky, Gerald Perez, Vic Villarreal, James Smit, Steve Kovacs and Richard Shirley

Parks & Recreation Advisory Board: Jayne Serna and Marcia Back

Library Foundation Board: Gary Anderson, Julie Kimball, Melissa Durham and Diane Hess

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

EXECUTIVE SESSION

21. 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:
- 1) Legal issues related to the City's boundaries and the future growth of the City
 - 2) *Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas*

Council convened into executive session at 8:07 pm
Council reconvened into open session at 8:25 pm

22. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:

- 1) Legal issues related to the City's boundaries and the future growth of the City
- 2) *Cause No. 15-0088-C277, Premas Global Leander I v. City of Leander, et al., In the 277th Judicial District Court of Williamson County, Texas*

No Action taken

23. Consider action on the Interlocal Cooperation Agreement for Urban Planning, Watershed Protection and the Release of Extraterritorial Jurisdiction between Leander and the City of Liberty Hill

Motion made by Mayor Pro Tem Navarrette to terminate the Interlocal Cooperation Agreement for Urban Planning, Watershed Protection and the Release of Extraterritorial Jurisdiction between Leander and the City of Liberty Hill and authorize City Manager to give notice of termination. Second by Council Member Stephenson. Motion passes, all voting "aye"

24. Adjournment

With there being no further business, the meeting adjourned at 8:26 pm

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

December 03, 2015

Agenda Subject: Zoning Case 15-Z-029: Consider action on the rezoning of two lots, for 0.9596 acres more or less, located at 1605 and 1607 Tierra Alto, WCAD Parcels R035590 and R035591. Currently, the property is zoned SFU/MH-2-B (Single-Family Urban / Manufactured Home) and the applicant is proposing to zone the property TF-2-B (Two-Family), Leander, Williamson, County, Texas.

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

Origination: Applicant: Jose Raul Reyes

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the TF-2-B (Two-Family) zoning district at the November 12, 2015 meeting. The City Council unanimously approval of the Planning & Zoning Commission recommendation at the November 19, 2015 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Proposed Zoning Map
4. Aerial Map
5. Location Map
6. Notification Map
7. Letter of Intent
8. Ordinance

Prepared By: Tom Yantis, AICP
Assistant City Manager

11/23/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-029
1605 AND 1607 TIERRA ALTO

GENERAL INFORMATION

Owner: Jose Reyes

Current Zoning: SFU/MH-2-B (Single Family Urban / Manufactured Home)

Proposed Zoning: TF-2-B (Two Family)

Size and Location: The property is located at 1605 and 1607 Tierra Alto Street and includes approximately 0.9596 acres.

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	SFU/MH-2-B	Developed Manufactured Home
EAST	LO-1-B/GC-3C	Developed Manufactured Home / Vacant
SOUTH	GC-3-C	Developed Daycare
WEST	MF-2-B	Developed Manufactured Home

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENT:**TF – TWO-FAMILY:**

Features: 9,000 sq. ft. lot min.; 1,200 sq. ft. for s.f. home, 900 sq. ft. per unit for 2 - family.

Intent: Development of two-family dwelling structures on intermediate sized lots and for other uses that are compatible and complimentary to intermediate sized lots and two-family dwellings. Such components are generally intended to provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses and to create more variety in housing opportunities and in the fabric of the neighborhoods. The goal is to avoid more than ten acres of contiguous land having a two-family component. This component should include or be located within six hundred feet of parkland or other recreational open space. To avoid street congestion due to additional on-street parking, access to lots shall be provided by a street with a ROW of fifty-six (56) feet or greater and a pavement width of thirty-six (36) feet or greater unless lots average at least one hundred feet in width or unless garage access is from an alley.

SITE COMPONENT:**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 COMPONENT:**TYPE B:**

Features: 85% masonry 1st floor, 50% all stories; 4 or more architectural features.

Intent:

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

- (4) This component is intended for the majority of the LO and LC use components except those meeting the intent of the Type A or C architectural components.

COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community’s overall quality of life and economic viability.
- Separate, and/or create transitions, or buffer areas between existing, conflicting or incompatible land uses.
- 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 zone the property from SFU/MH-2-B (Single Family Urban / Manufactured Home) district to TF-2-B (Two-Family) district. The property is located at 1605 and 1607 Tierra Alto Street, which is immediately north of a daycare located at the northwest corner of the intersection of Tierra Alto Street and Crystal Falls Pkwy. Immediately east of this property is a vacant lot and a developed manufactured home. North and west of this property are developed manufactured homes.

The intent statements of the Two Family Use Component from the Composite Zoning Ordinance provides for an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses. One of the goals is to avoid more than ten acres of contiguous land having a TF Use Component. This use component should be located within six hundred (600’) feet of parkland or other recreational space. To avoid street congestion due to additional on-street parking, access to lots shall be provided by a street with a ROW of fifty-six (56’) feet or greater and a pavement width of thirty-six (36’) feet or greater unless lots average at least one hundred feet in width or unless garage access is from an alley.

The requested Type 2 site component is consistent with the neighboring properties, and is the standard site component to be paired with the TF Use Component.

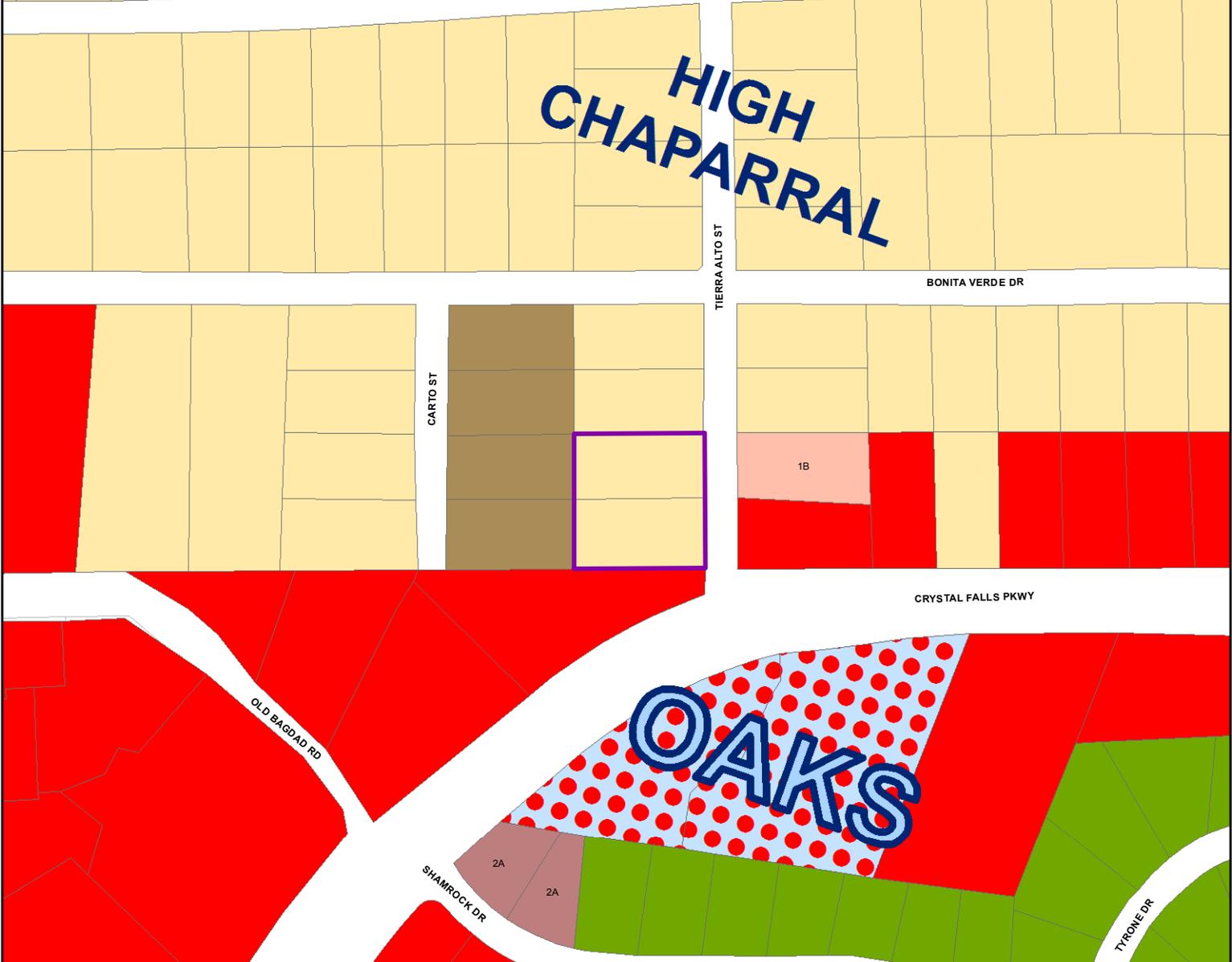
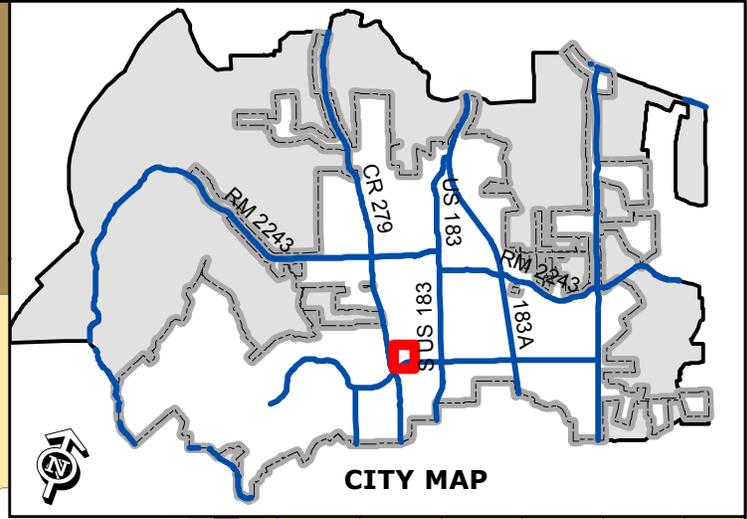
The Type B Architectural Component requires at least 85% of the exterior surface area walls to be comprised of masonry for the first floor and 50% masonry is required on each additional story thereafter. The Architectural Component would require four design features for street facing façades. This component is intended to provide high building standards and ensure compatibility between non-residential and residential uses.

This property is located within a Commercial Corridor. The purpose of this corridor designation is to allow for additional commercial development along corridors already devoted to primarily commercial and office uses. The proposed TF Use Component does not comply with the use components that are listed as compatible with the Commercial Corridor. However, the subject property does not have frontage on to Crystal Falls Parkway and the proposal is compatible with the Mixed Use Corridor designation. The Mixed Use Corridor provides for a variety of residential uses including small lot single-family, townhome, duplexes, and quadpexes.

STAFF RECOMMENDATION:

Staff recommends approval of the requested TF-2-B zoning district. Although the property is located within the Commercial Corridor, staff has determined that this zoning request meets the intent of the corridor designations. These corridors were established to provide a mixture of commercial land uses and high density residential. Due to the location of this property in reference to Crystal Falls Parkway and the proposed density of the development, staff has determined that this zoning district is appropriate and meets the intent of the Mixed Use Corridor. The Type 2 Site Component and Type B Architectural Component are consistent with the zoning classification of the other properties throughout this neighborhood and would be appropriate and compatible. The TF-2-B zoning district would meet the majority of the intent statements as defined in the Composite Zoning Ordinance. It would serve as a buffer between more intensely used property to the south and west, and would provide additional buffering from Crystal Falls Pkwy to the south.

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



ZONING CASE 15-Z-029

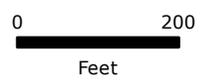
Attachment #2

Current Zoning Map
1605 & 1607 Tierra Alto

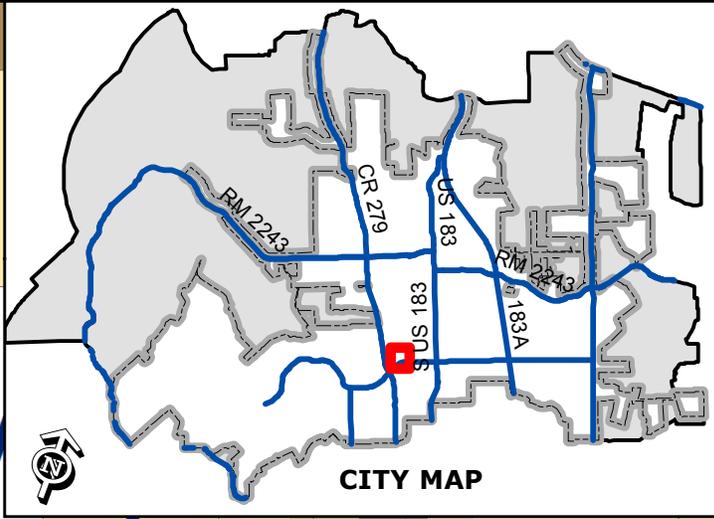


- Subject Property
- City Limits

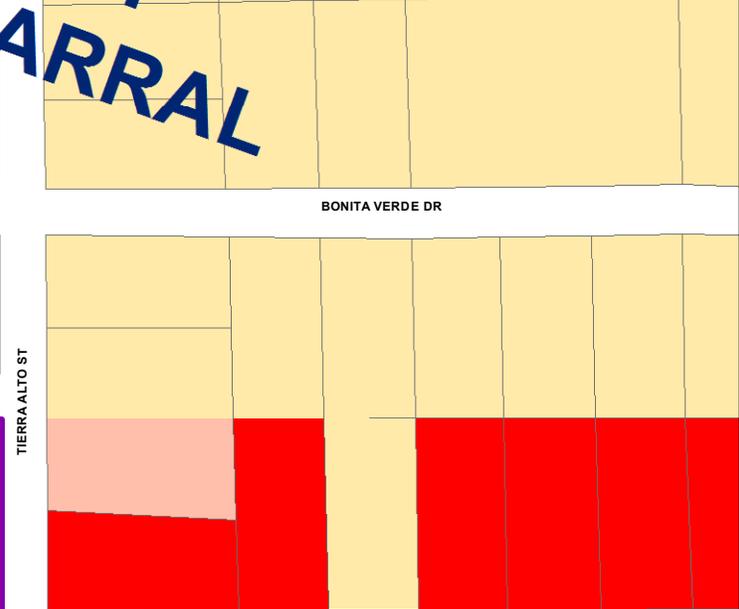
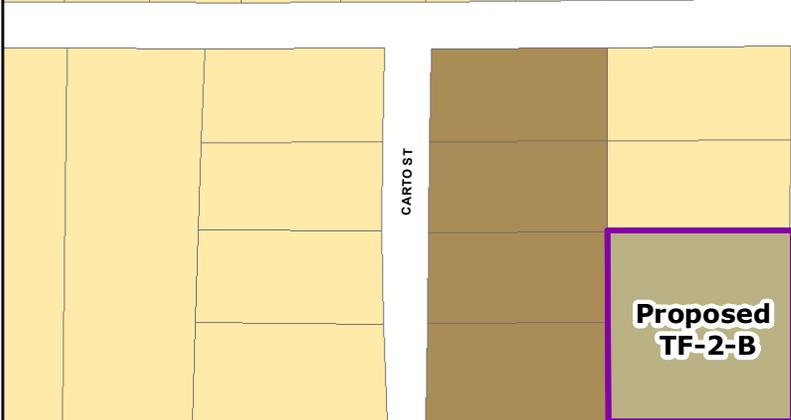
	SFR		SFT		GC
	SFE		SFU/MH		HC
	SFS		TF		HI
	SFU		MF		PUD
	SFC		LO		
	SFL		LC		



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**H
CHAPARRAL**



ZONING CASE 15-Z-029

Attachment #3

Proposed Zoning
1605 & 1607 Tierra Alto

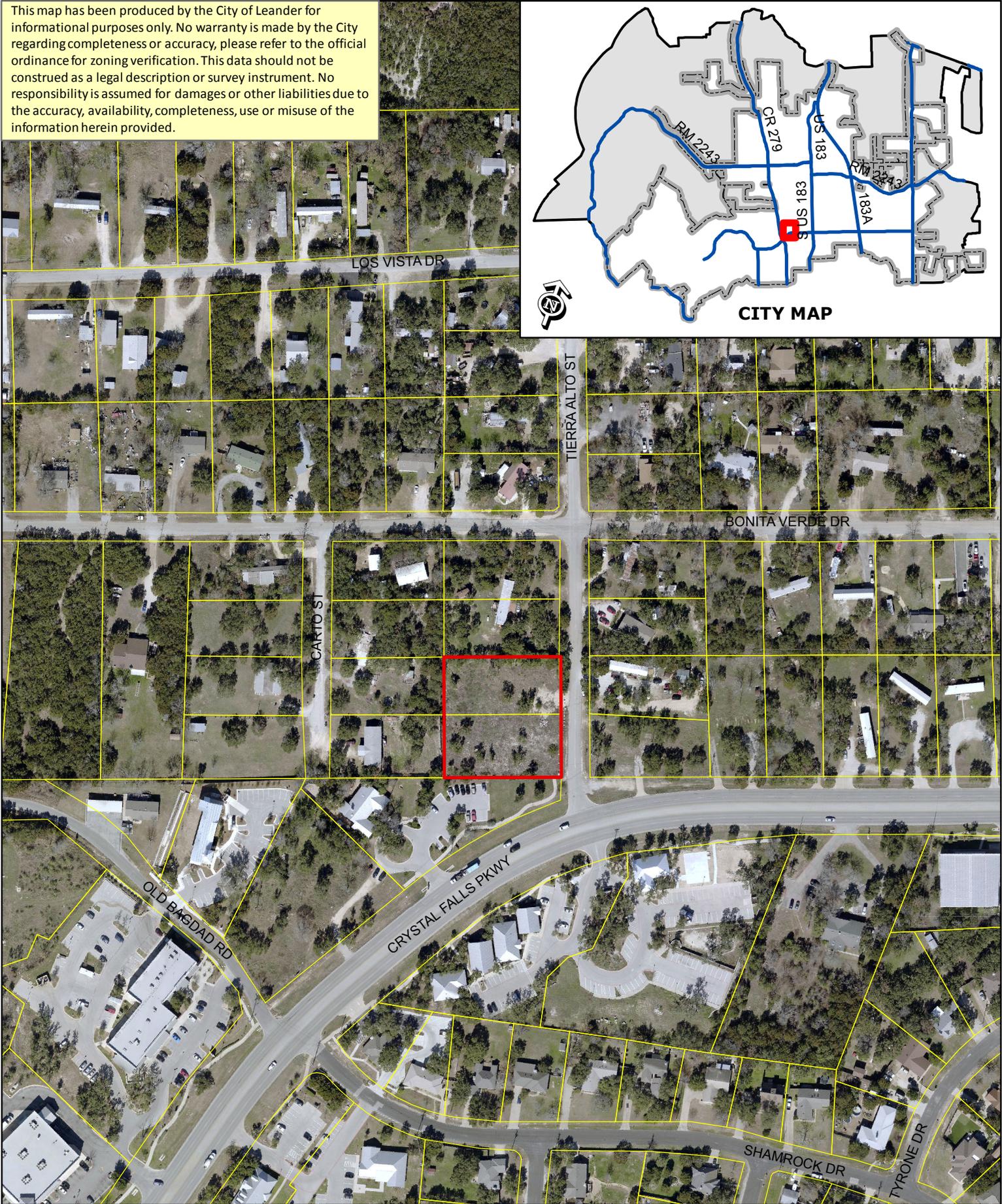


- Subject Property
- City Limits

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



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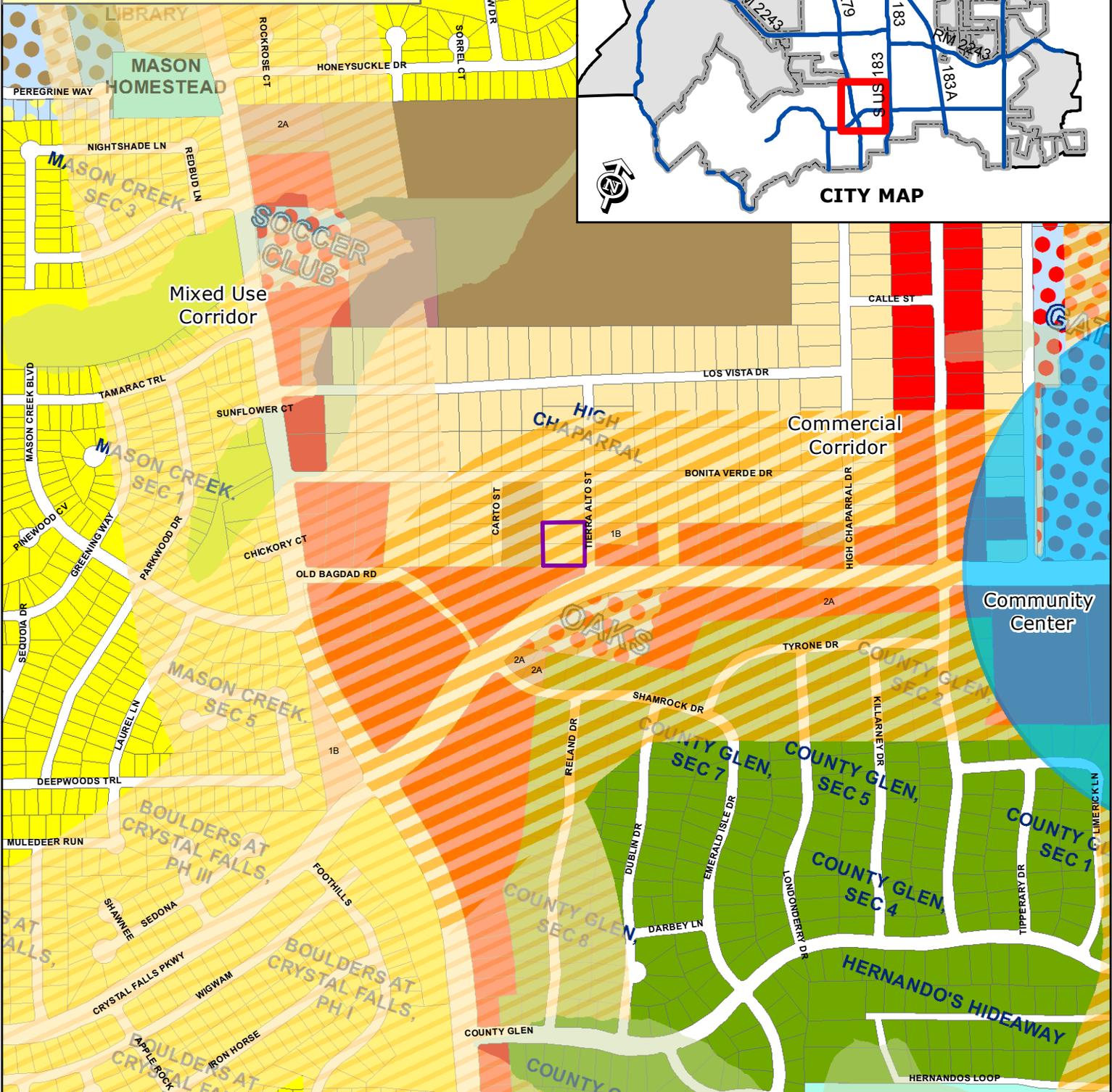
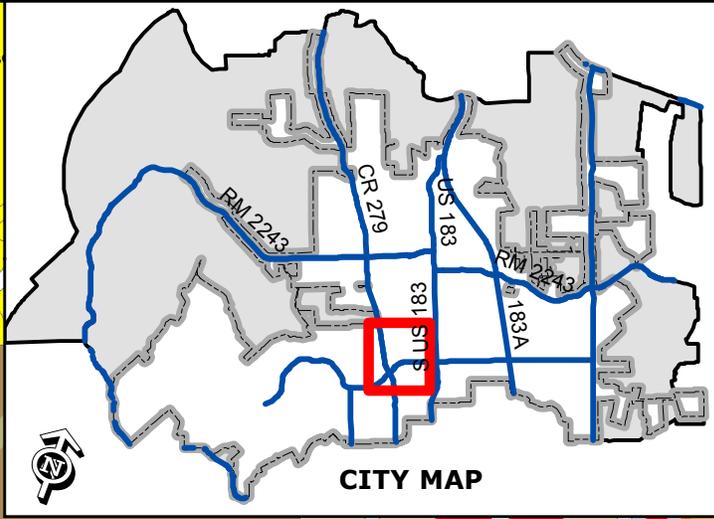
ZONING CASE 15-Z-029 Attachment #4

Aerial Exhibit - Approximate Boundaries
1605 & 1607 Tierra Alto



- Subject Property
- City Limits

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ZONING CASE 15-Z-029

Attachment #5

Location Map
1605 & 1607 Tierra Alto

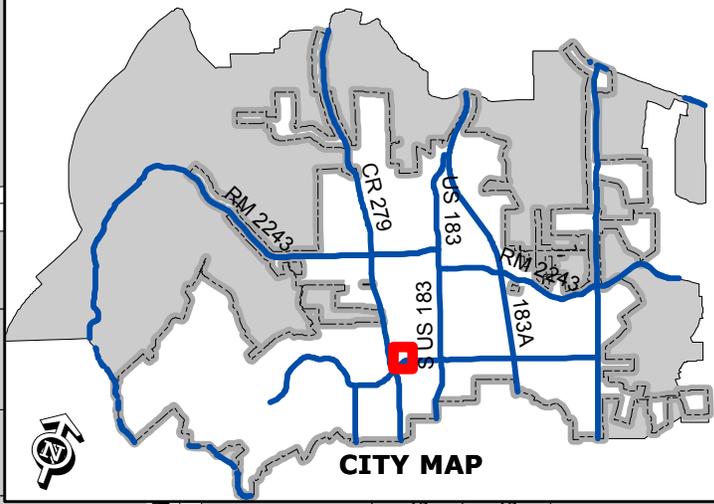


-  Subject Property
-  City Limits

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



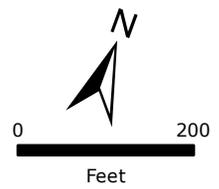
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ZONING CASE 15-Z-029

Attachment #6
 Notification Map
 1605 & 1607 Tierra Alto

-  Public Notification Boundary
-  Subject Property
-  WCAD
-  City Limits



ATTACHMENT 7

To: Whom it may concern.

From: J. Raul Reyes.

Regards: Letter of intent of use of Lots 1 and 2 of Block 7, High Chaparral.

I, J. Raul Reyes, kindly ask for your consideration of this matter. My intent of use for these 2 lots is to be able to build one Duplex on each lot, I request a TF-2-B . I believe, each lot is big enough to hold a multifamily dwelling. Lots 5,6,7 and 8 right behind on the same block 7 appear to be zoned for multifamily.

Thank you very much for your consideration.

Sincerely,

J. Raul Reyes

512-517-5709

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING TWO LOTS FROM SINGLE-FAMILY URBAN/MANUFACTURED HOME (SFU/MH-2-B) TO TWO-FAMILY (TF-2-B); 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 parcels of land being legally described as Lots 1 & 2, Block 7 of the High Chaparral Subdivision, located at 1605 & 1607 Tierra Alto Street, Williamson County, Texas, being more particularly described in Exhibit "A"; identified by Williamson County tax identification numbers R035590 and R035591; more particularly described in document number 2015077386 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 Single-Family Urban/Manufactured Home (SFU/MH-2-B) to Two-Family (TF-2-B) 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 19th day of November, 2015.
FINALLY PASSED AND APPROVED on this the 3rd day of December, 2015.

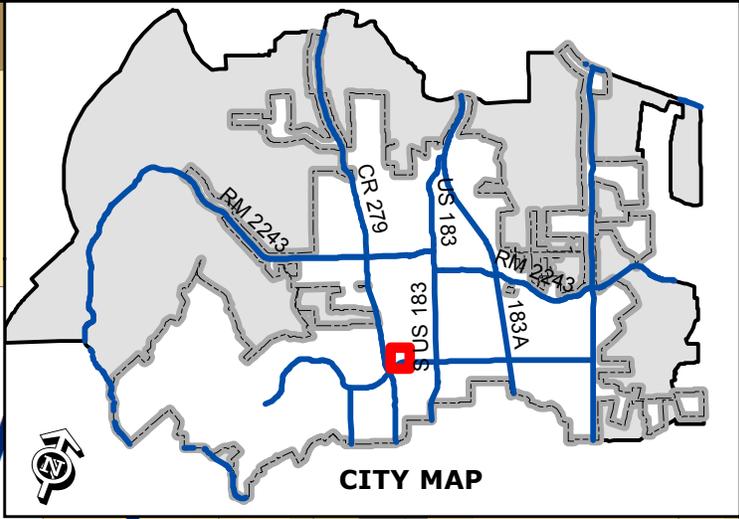
THE CITY OF LEANDER, TEXAS

ATTEST:

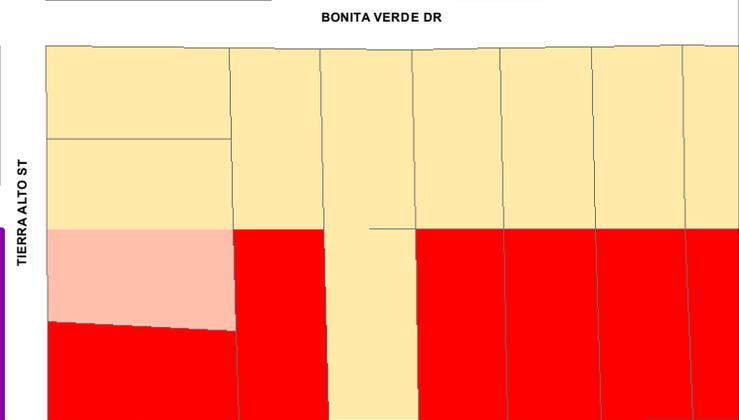
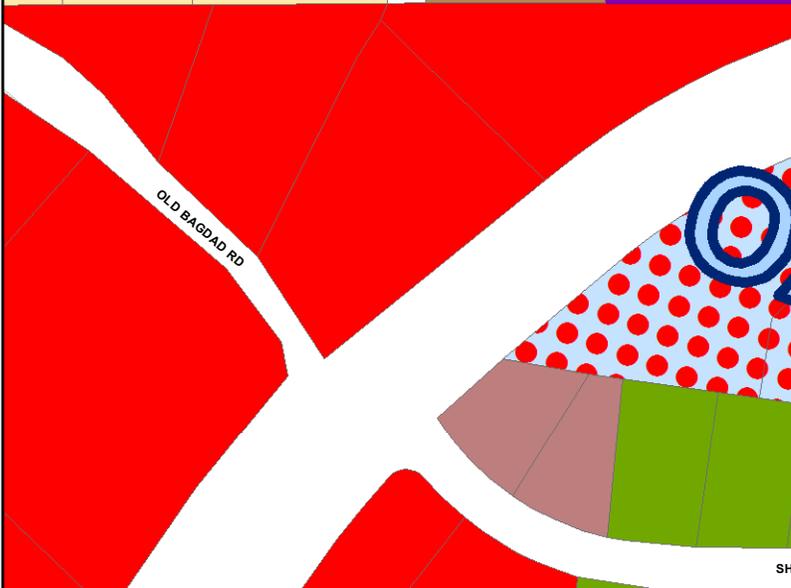
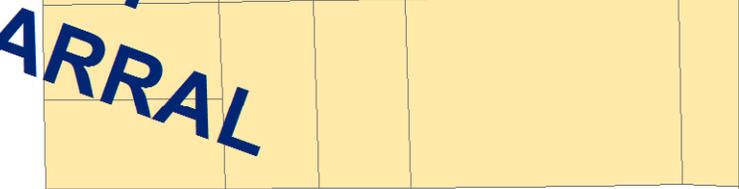
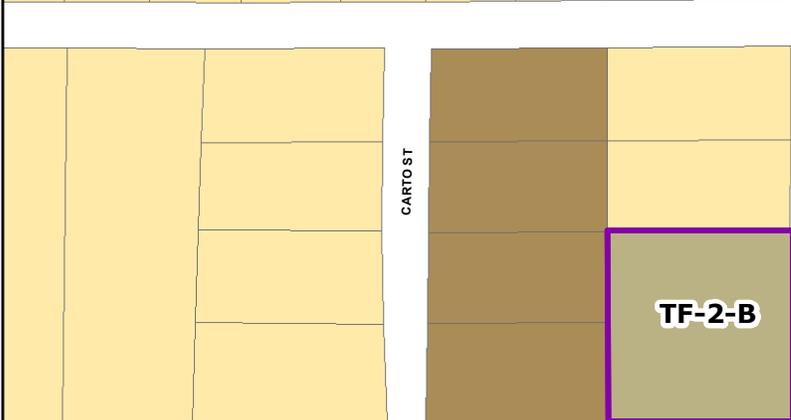
Christopher Fielder, Mayor

Debbie Haile, City Secretary

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



**H
CHAPARRAL**



ZONING CASE 15-Z-029

Exhibit A

Ordinance Exhibit
1605 & 1607 Tierra Alto



- Subject Property
- City Limits

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





Executive Summary

December 3, 2015

Agenda Subject: Re-appoint Dr. Luis Egelsee as a Director to the Williamson County and Cities Health District.

Background: Dr. Luis Egelsee was the original representative for the City of Leander to the Williamson County and Cities Health District (WCCHD). He has served the city well with involvement in the Board of Directors and providing information to the City of Leander concerning the WCCHD Board activities. items governed by this district.

To be qualified as a director, a person must be a citizen of the United States and must have resided at least three (3) years in the jurisdiction covered by the District. A director shall not be an elected official or employee of the Members (City) or their immediate families, or employees of the District or their immediate families. Directors shall serve without compensation. The director shall serve a three term. The Board meets quarterly usually during business hours.

Origination: Bill Gardner, Fire Chief/EMC

Recommendation: Staff recommends Council re-appoint Dr/ Luis Egelsee as director to the WCCHD.

Attachments: None

Prepared by: Bill Gardner



Executive Summary

December 3, 2015

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Oak Creek Phase 2, Section 3

Background: The subdivision infrastructure improvements required for Oak Creek Phase 2, Section 3 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 **December 3, 2015**, which will provide warranty and maintenance coverage for the infrastructure improvements through **December 3, 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

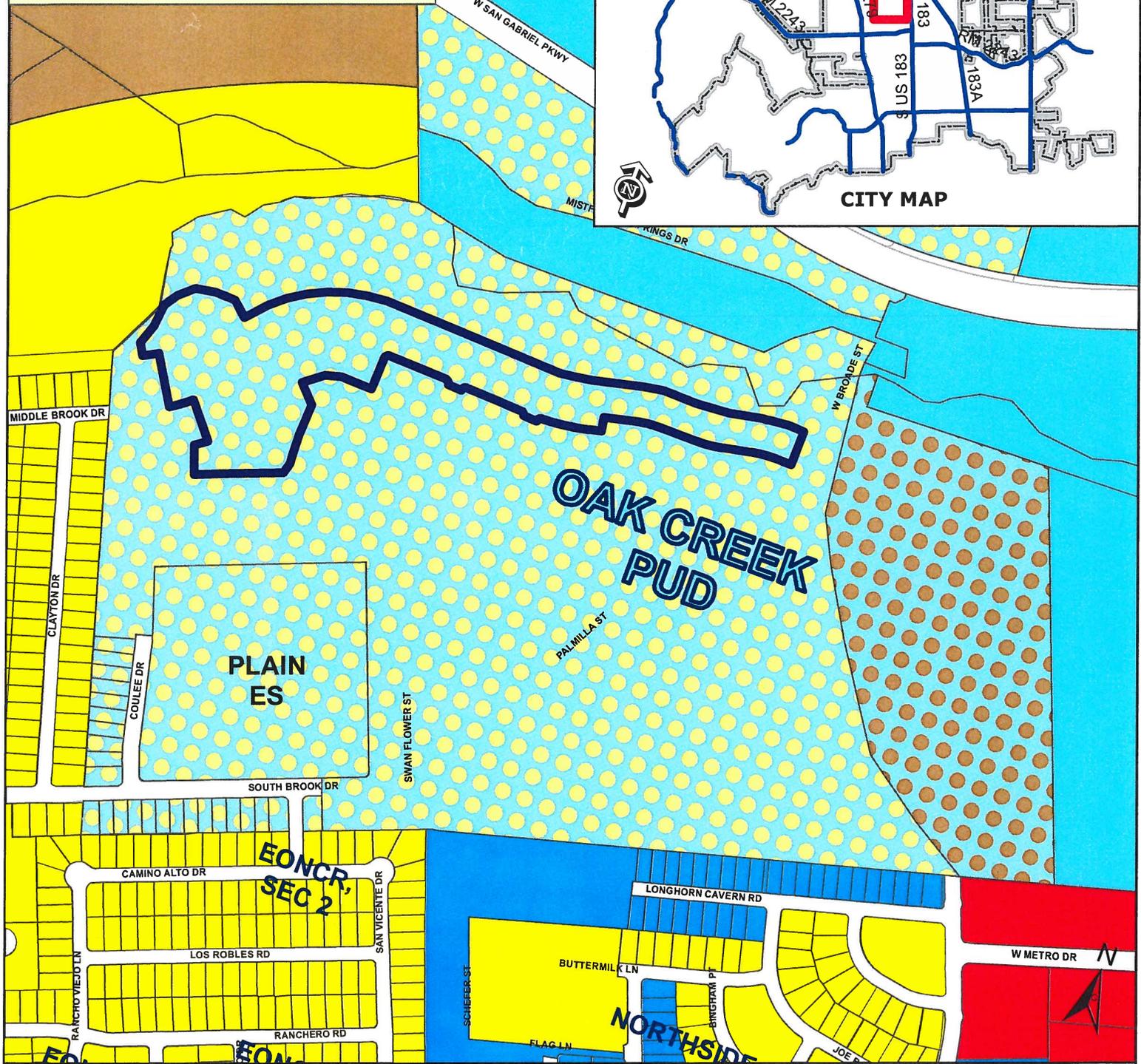
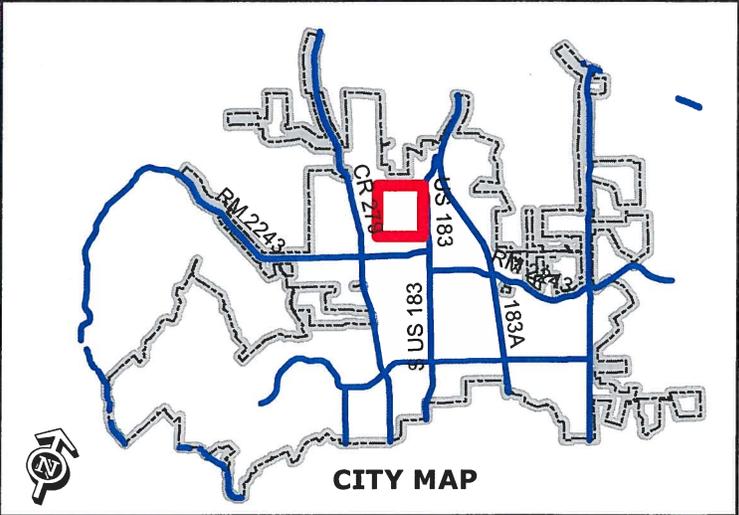
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Oak Creek Phase 2, Section 3.

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

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

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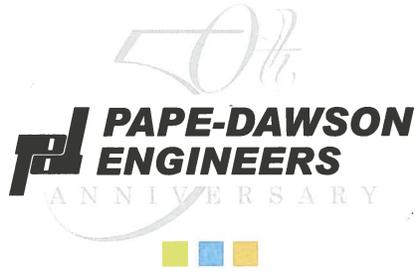


SUBDIVISION ACCEPTANCE

Location Map - Oak Creek Phase 2-3

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: Oak Creek Phase 2 Section 3
Street, Drainage, Water and Wastewater

Date: November 10, 2015

Owner's Name and Address

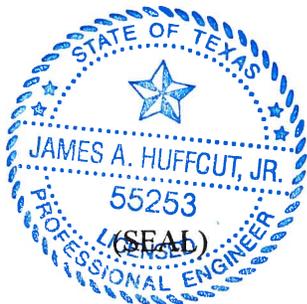
Consultant Engineer's Name and Address

Sentinel Cotter Leander, LLC
700 Lavaca Street Suite 900
Austin, TX 78701

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

On October 08, 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.





Signature

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

Typed Name

55253

Texas Registration No.

November 11, 2015

Tom Rielly
Sentinel-Cotter Leander LLC
700 Lavaca Street, Ste 900
Austin, TX 78701

EABPRJ: B5811476

Re:

Oak Creek *Phase 2 Section 3*
Oak Creek Subdivision
South of San Gabriel Parkway West of 183
Leander, TX 78641

CORRECTIVE MODIFICATION – NO VIOLATIONS

Dear Mr. Rielly:

Your submittal regarding the referenced submittal has been reviewed. We are pleased to inform you that all items cited in the inspection report now appear to be in substantial compliance with requirements of the Texas Government Code, Chapter 469.

The corrective modifications results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate and Decal) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

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.

Please reference the Department assigned project number in all future correspondence pertaining to this project.

Sincerely,



Elaine Andersen, RAS #1284

cc: Salvador Baeza

MAINTENANCE BOND
Subdivision Improvements
Bond No. MNT9178303

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc. as Principal, whose address is P.O. Box 1279, Pflugerville, Texas 78691 and Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company a Corporation organized under the laws of the State of Maryland, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Twenty Five Thousand Seven Hundred Thirteen and 45/100's Dollars (\$125,713.45) 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 Oak Creek Phase 2 Section 3 (*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 21st day of October, 2015.

Cash Construction Company, Inc.
Principal

Fidelity and Deposit Company of Maryland,
Colonial American Casualty and Surety Company
Surety

By: 

By: 

Title: V.P.

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

Address: _____

Address: _____

P.O. Box 1279

1400 American Lane, Tower I, 18th Floor

Pflugerville, Texas 78691

Schaumburg, IL 60196-1056

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

Ballew Surety Agency, Inc., David S. Ballew

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

(Seal)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David S. BALLEW, of Austin, Texas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of December, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Secretary
Eric D. Barnes

James M. Carroll
Vice President
James M. Carroll

State of Maryland
County of Baltimore

On this 12th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



Fidelity and Deposit Companies

Home Office: 3910 Keswick Road Baltimore, MD 21211

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

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**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. 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.

APPLICATION FOR PAYMENT

CONTRACTOR:
CASH CONSTRUCTION COMPANY, INC.
P.O. BOX 1279
PFLUGERVILLE, TEXAS 78691
(512) 251-7872
Fax (512) 990-5609

OWNER:
SENTINEL/COTTER LEANDER, LLC
4910 CAMPUS DRIVE
NEWPORT BEACH, CA 92660

PROJECT NAME: OAK CREEK PHASE 2 SECTION 3
CASH JOB NO: 743

PROJECT DATE AS OF: 10/31/2015
BILLED TO PAY REQUEST NO.: 5 - Retainage
TOTAL WORK COMPLETED TO DATE \$1,453,567.00
RETAINAGE: \$0.00
AMOUNT DUE THIS ESTIMATE: \$1,453,567.00
PREVIOUS BILLINGS: \$1,308,210.30
CURRENT AMOUNT DUE \$145,356.70

CONTRACT DATE: 01/14/2015
ORIGINAL CONTRACT AMOUNT: \$1,453,567.00
CHANGE ORDER #1
CHANGE ORDER #2
CHANGE ORDER #3
CHANGE ORDER #4
CHANGE ORDER #5
REVISED CONTRACT AMOUNT: \$1,453,567.00

Contractor's Representative *[Signature]* **Date** 10/23/15
Sentinel/Cotter Leander, LLC **Date**
Juan C. Brizuela **Date** 10/26/15
Pape-Dawson Engineers, Inc.



TO: SENTINEL/COTTER LEANDER, LLC

APPLICATION FOR PAYMENT

4910 CAMPUS DRIVE
NEWPORT BEACH, CA 92660

JOB NAME: OAK CREEK PHASE 2 SECTION 3

JOB# 743

ESTIMATE # 4

DATE 09/30/2015

REV. AMOUNT \$1,453,567.00

RETAINAGE \$1,453,567.00

TOTAL WORK THIS ESTIMATE \$426,521.00
TOTAL COMPLETED TO DATE \$1,453,567.00
LESS RETAINAGE \$145,356.70
TOTAL DUE TO DATE \$1,308,210.30
PREVIOUS BILLINGS \$924,341.40
AMOUNT DUE THIS ESTIMATE \$383,868.90

FROM: CASH CONSTRUCTION COMPANY, INC.

P O BOX 1279
PFLUGERVILLE TX, 78691

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	OTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
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EROSION CONTROLS											
	SILT FENCE	LF	4,810.00	\$9,620.00	\$2.00	4810	0	\$0.00	4,810	\$9,620.00	100.00%
	ROCK BERM	LF	70.00	\$1,400.00	\$20.00	70	0	\$0.00	70	\$1,400.00	100.00%
	INLET PROTECTION	EA	12.00	\$900.00	\$75.00	0	12	\$900.00	12	\$900.00	100.00%
	REVEG ROW	SY	4,889.00	\$2,444.50	\$0.50	0	4889	\$2,444.50	4,889	\$2,444.50	100.00%
	SUBTOTAL EROSION CONTROLS			\$14,364.50				\$3,344.50		\$14,364.50	

STREET IMPROVEMENTS											
	CLEAR & GRUB (ROW)	SY	13,966.00	\$13,966.00	\$1.00	13966	0	\$0.00	13,966	\$13,966.00	100.00%
	EXCAVATION & EMBANKMENT (ROW)	SY	13,966.00	\$34,915.00	\$2.50	13966	0	\$0.00	13,966	\$34,915.00	100.00%
	6" STD SUBGRADE PREP (3' BOC)	SY	10,647.00	\$21,294.00	\$2.00	10647	0	\$0.00	10,647	\$21,294.00	100.00%
	12" BASE (3' BOC)	SY	10,647.00	\$127,764.00	\$12.00	5000	5647	\$67,764.00	10,647	\$127,764.00	100.00%
	1.5' HMAC	SY	8,039.00	\$72,351.00	\$9.00	0	8039	\$72,351.00	8,039	\$72,351.00	100.00%
	6" CURB & GUTTER	LF	4,700.00	\$61,100.00	\$13.00	0	4700	\$61,100.00	4,700	\$61,100.00	100.00%
	ADA RAMPS	EA	20.00	\$20,000.00	\$1,000.00	0	20	\$20,000.00	20	\$20,000.00	100.00%
	4" CONC SIDEWALKS	EA	82.00	\$1,804.00	\$22.00	0	82	\$1,804.00	82	\$1,804.00	100.00%
	CONC VALLEY GUTTER	EA	5.00	\$25,500.00	\$5,100.00	0	5	\$25,500.00	5	\$25,500.00	100.00%
	CONC DRIVEWAY	SY	15.00	\$1,275.00	\$85.00	0	15	\$1,275.00	15	\$1,275.00	100.00%
	STOP SIGN/BAR	EA	5.00	\$2,500.00	\$500.00	0	5	\$2,500.00	5	\$2,500.00	100.00%
	SPEED LIMIT SIGN	EA	1.00	\$250.00	\$250.00	0	1	\$250.00	1	\$250.00	100.00%
	STREET END BARRICADE	EA	4.00	\$3,200.00	\$800.00	0	4	\$3,200.00	4	\$3,200.00	100.00%
	STAKING	LS	1.00	\$10,000.00	\$10,000.00	1	0	\$0.00	1	\$10,000.00	100.00%
	SUBTOTAL STREET IMPROVEMENTS			\$395,919.00				\$255,744.00		\$395,919.00	

WASTEWATER IMPROVEMENTS											
	8" PVC SDR26 8'-8"	LF	717.00	\$28,680.00	\$40.00	717	0	\$0.00	717	\$28,680.00	100.00%
	8" PVC SDR26 8'-10"	LF	1,191.00	\$52,404.00	\$44.00	1191	0	\$0.00	1,191	\$52,404.00	100.00%
	8" PVC SDR26 10'-12"	LF	649.00	\$29,854.00	\$46.00	649	0	\$0.00	649	\$29,854.00	100.00%
	4' DIA MANHOLE (STD)	EA	14.00	\$58,800.00	\$4,200.00	14	0	\$0.00	14	\$58,800.00	100.00%
	4' DIA EXTRA DEPTH MANHOLE	VF	31.00	\$12,400.00	\$400.00	31	0	\$0.00	31	\$12,400.00	100.00%
	SINGLE SERVICE	EA	4.00	\$4,800.00	\$1,200.00	4	0	\$0.00	4	\$4,800.00	100.00%
	DOUBLE SERVICE	EA	19.00	\$26,600.00	\$1,400.00	19	0	\$0.00	19	\$26,600.00	100.00%
	TRENCH SAFETY	LF	2,557.00	\$2,557.00	\$1.00	2557	0	\$0.00	2,557	\$2,557.00	100.00%
	STAKING	LF	2,557.00	\$2,557.00	\$1.00	2557	0	\$0.00	2,557	\$2,557.00	100.00%
	SUBTOTAL WASTEWATER IMPROVEMENTS			\$218,652.00				\$0.00		\$218,652.00	

DRAINAGE IMPROVEMENTS											
	18" CL III RCP	LF	298.00	\$14,602.00	\$49.00	298	0	\$0.00	298	\$14,602.00	100.00%
	24" CL III RCP	LF	117.00	\$7,020.00	\$60.00	117	0	\$0.00	117	\$7,020.00	100.00%
	36" CL III RCP	LF	424.00	\$44,520.00	\$105.00	424	0	\$0.00	424	\$44,520.00	100.00%
	48" CL III RCP	LF	690.00	\$113,850.00	\$165.00	690	0	\$0.00	690	\$113,850.00	100.00%
	54" CL III RCP	LF	283.00	\$58,864.00	\$208.00	283	0	\$0.00	283	\$58,864.00	100.00%
	60" CL III RCP	LF	420.00	\$96,600.00	\$230.00	420	0	\$0.00	420	\$96,600.00	100.00%
	STORM SEWER MH/4-BOX	EA	3.00	\$13,500.00	\$4,500.00	3	0	\$0.00	3	\$13,500.00	100.00%
	10' COA STD CURB INLET	EA	9.00	\$31,500.00	\$3,500.00	9	0	\$0.00	9	\$31,500.00	100.00%
	15' COA STD CURB INLET	EA	3.00	\$16,500.00	\$5,500.00	3	0	\$0.00	3	\$16,500.00	100.00%
	4X4 GRATE INLET	EA	3.00	\$7,500.00	\$2,500.00	3	0	\$0.00	3	\$7,500.00	100.00%
	TRENCH SAFETY	LF	2,232.00	\$2,232.00	\$1.00	2232	0	\$0.00	2,232	\$2,232.00	100.00%
	STAKING	LF	2,232.00	\$2,232.00	\$1.00	2232	0	\$0.00	2,232	\$2,232.00	100.00%
	SUBTOTAL DRAINAGE IMPROVEMENTS			\$408,920.00				\$0.00		\$408,920.00	

WATER IMPROVEMENTS

TO: STINNEL/COTTER LEANDER, LLC APPLICATION FOR PAYMENT

4910 CAMPUS DRIVE
NEWPORT BEACH, CA 92660

FROM: CASH CONSTRUCTION COMPANY, INC.
P.O. BOX 1279
PFLUGERVILLE TX, 78691

JOB NAME: OAK CREEK PHASE 2 SECTION 3
JOB#: 743
ESTIMATE # 5 - Retainage
DATE 10/31/2015
ORIG. AMOUNT \$1,453,567.00
REV. AMOUNT \$1,453,567.00
RETAINAGE 0%

TOTAL WORK THIS ESTIMATE \$0.00
TOTAL COMPLETED TO DATE \$1,453,567.00
LESS RETAINAGE \$0.00
TOTAL DUE TO DATE \$1,453,567.00
PREVIOUS BILLINGS \$1,308,210.30
AMOUNT DUE THIS ESTIMATE \$145,356.70

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	THIS ESTIMATE	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
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EROSION CONTROLS

	SILT FENCE	LF	4,810.00	\$9,620.00	\$2.00	4810	0	0	\$0.00	4,810	\$9,620.00	100.00%
	ROCK BERM	LF	70.00	\$1,400.00	\$20.00	70	0	0	\$0.00	70	\$1,400.00	100.00%
	INLET PROTECTION	EA	12.00	\$900.00	\$75.00	12	0	0	\$0.00	12	\$900.00	100.00%
	REVEG ROW	SY	4,889.00	\$2,444.50	\$0.50	4889	0	0	\$0.00	4,889	\$2,444.50	100.00%
	SUBTOTAL EROSION CONTROLS			\$14,364.50					\$0.00		\$14,364.50	

STREET IMPROVEMENTS

	CLEAR & GRUB (ROW)	SY	13,966.00	\$13,966.00	\$1.00	13966	0	0	\$0.00	13,966	\$13,966.00	100.00%
	EXCAVATION & EMBANKMENT (ROW)	SY	13,966.00	\$34,915.00	\$2.50	13966	0	0	\$0.00	13,966	\$34,915.00	100.00%
	8" STD SUBGRADE PREP (3' BOC)	SY	10,647.00	\$21,294.00	\$2.00	10647	0	0	\$0.00	10,647	\$21,294.00	100.00%
	12" BASE (3' BOC)	SY	10,647.00	\$127,764.00	\$12.00	10647	0	0	\$0.00	10,647	\$127,764.00	100.00%
	1.5" HMAC	SY	8,039.00	\$72,351.00	\$9.00	8039	0	0	\$0.00	8,039	\$72,351.00	100.00%
	6" CURB & GUTTER	LF	4,700.00	\$61,100.00	\$13.00	4700	0	0	\$0.00	4,700	\$61,100.00	100.00%
	ADA RAMPS	EA	20.00	\$20,000.00	\$1,000.00	20	0	0	\$0.00	20	\$20,000.00	100.00%
	4" CONC SIDEWALKS	LF	82.00	\$1,804.00	\$22.00	82	0	0	\$0.00	82	\$1,804.00	100.00%
	CONC VALLEY GUTTER	EA	5.00	\$25,500.00	\$5,100.00	5	0	0	\$0.00	5	\$25,500.00	100.00%
	CONC DRIVEWAY	SY	15.00	\$1,275.00	\$85.00	15	0	0	\$0.00	15	\$1,275.00	100.00%
	STOP SIGN/BAR	EA	5.00	\$2,500.00	\$500.00	5	0	0	\$0.00	5	\$2,500.00	100.00%
	SPEED LIMIT SIGN	EA	1.00	\$250.00	\$250.00	1	0	0	\$0.00	1	\$250.00	100.00%
	STREET END BARRICADE	EA	4.00	\$3,200.00	\$800.00	4	0	0	\$0.00	4	\$3,200.00	100.00%
	STAKING	LS	1.00	\$10,000.00	\$10,000.00	1	0	0	\$0.00	1	\$10,000.00	100.00%
	SUBTOTAL STREET IMPROVEMENTS			\$395,919.00					\$0.00		\$395,919.00	

WASTEWATER IMPROVEMENTS

	8" PVC SDR26 0'-8'	LF	717.00	\$28,680.00	\$40.00	717	0	0	\$0.00	717	\$28,680.00	100.00%
	8" PVC SDR26 8'-10'	LF	1,191.00	\$52,404.00	\$44.00	1191	0	0	\$0.00	1,191	\$52,404.00	100.00%
	8" PVC SDR26 10'-12'	EA	649.00	\$29,854.00	\$46.00	649	0	0	\$0.00	649	\$29,854.00	100.00%
	4" DIA MANHOLE (STD)	EA	14.00	\$58,800.00	\$4,200.00	14	0	0	\$0.00	14	\$58,800.00	100.00%
	4" DIA EXTRA DEPTH MANHOLE	VF	31.00	\$12,400.00	\$400.00	31	0	0	\$0.00	31	\$12,400.00	100.00%
	SINGLE SERVICE	EA	4.00	\$4,800.00	\$1,200.00	4	0	0	\$0.00	4	\$4,800.00	100.00%
	DOUBLE SERVICE	EA	19.00	\$26,600.00	\$1,400.00	19	0	0	\$0.00	19	\$26,600.00	100.00%
	TRENCH SAFETY	EA	19.00	\$26,600.00	\$1,400.00	19	0	0	\$0.00	19	\$26,600.00	100.00%
	STAKING	LF	2,557.00	\$2,557.00	\$1.00	2557	0	0	\$0.00	2,557	\$2,557.00	100.00%
	SUBTOTAL WASTEWATER IMPROVEMENTS			\$218,652.00	\$1.00	2557	0	0	\$0.00	2,557	\$2,557.00	100.00%

DRAINAGE IMPROVEMENTS

	18" CL III RCP	LF	298.00	\$14,602.00	\$49.00	298	0	0	\$0.00	298	\$14,602.00	100.00%
	24" CL III RCP	LF	117.00	\$7,020.00	\$60.00	117	0	0	\$0.00	117	\$7,020.00	100.00%
	36" CL III RCP	LF	424.00	\$44,520.00	\$105.00	424	0	0	\$0.00	424	\$44,520.00	100.00%
	48" CL III RCP	LF	690.00	\$113,850.00	\$165.00	690	0	0	\$0.00	690	\$113,850.00	100.00%
	54" CL III RCP	LF	283.00	\$58,864.00	\$208.00	283	0	0	\$0.00	283	\$58,864.00	100.00%
	60" CL III RCP	LF	420.00	\$96,600.00	\$230.00	420	0	0	\$0.00	420	\$96,600.00	100.00%
	STORM SEWER MH/J-BOX	EA	3.00	\$13,500.00	\$4,500.00	3	0	0	\$0.00	3	\$13,500.00	100.00%
	10" COA STD CURB INLET	EA	9.00	\$31,500.00	\$3,500.00	9	0	0	\$0.00	9	\$31,500.00	100.00%
	15" COA STD CURB INLET	EA	3.00	\$16,500.00	\$5,500.00	3	0	0	\$0.00	3	\$16,500.00	100.00%
	4X4 GRATE INLET	EA	3.00	\$7,500.00	\$2,500.00	3	0	0	\$0.00	3	\$7,500.00	100.00%
	TRENCH SAFETY	LF	2,232.00	\$2,232.00	\$1.00	2232	0	0	\$0.00	2,232	\$2,232.00	100.00%
	STAKING	LF	2,232.00	\$2,232.00	\$1.00	2232	0	0	\$0.00	2,232	\$2,232.00	100.00%
	SUBTOTAL DRAINAGE IMPROVEMENTS			\$408,920.00	\$1.00	2232	0	0	\$0.00	2,232	\$2,232.00	100.00%

WATER IMPROVEMENTS

	SUBTOTAL DRAINAGE IMPROVEMENTS			\$408,920.00					\$0.00		\$408,920.00	
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ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
8" PVC-900 DR 14		LF	2,180.00	\$65,400.00	\$30.00	2180	0	\$0.00	2,180	\$65,400.00	100.00%
8" GATE VALVE		EA	9.00	\$11,700.00	\$1,300.00	9	0	\$0.00	9	\$11,700.00	100.00%
5 1/4" FIRE HYDRANT ASSEMBLY		EA	6.00	\$25,800.00	\$4,300.00	6	0	\$0.00	6	\$25,800.00	100.00%
SINGLE SERVICE		EA	4.00	\$3,600.00	\$900.00	4	0	\$0.00	4	\$3,600.00	100.00%
DOUBLE SERVICE		EA	22.00	\$24,200.00	\$1,100.00	22	0	\$0.00	22	\$24,200.00	100.00%
BLOW OFF		EA	4.00	\$4,000.00	\$1,000.00	4	0	\$0.00	4	\$4,000.00	100.00%
TRENCH SAFETY		LF	2,386.00	\$1,193.00	\$0.50	2386	0	\$0.00	2,386	\$1,193.00	100.00%
STAKING		LF	2,386.00	\$2,386.00	\$1.00	2386	0	\$0.00	2,386	\$2,386.00	100.00%
	SUBTOTAL WATER IMPROVEMENTS			\$138,279.00				\$0.00		\$138,279.00	✓
	LOT GRADING										
	EXCAVATION/EMBANKMENT (LOTS)										
	SUBTOTAL LOT GRADING	SY	32,955.00	\$49,432.50	\$1.50	32955	0	\$0.00	32,955	\$49,432.50	✓
	DRY UTILITIES										
	ELECTRICAL CIVIL IMPROVEMENTS	LOT	49.00	\$93,100.00	\$1,900.00	49	0	\$0.00	49	\$93,100.00	100.00%
	GAS CIVIL IMPROVEMENTS	LOT	49.00	\$44,100.00	\$900.00	49	0	\$0.00	49	\$44,100.00	100.00%
	STREET LIGHTS	EA	15.00	\$81,000.00	\$5,400.00	15	0	\$0.00	15	\$81,000.00	✓
	SUBTOTAL DRY UTILITIES			\$218,200.00				\$0.00		\$218,200.00	✓
	MISC ITEMS										
	GEOTECHNICAL TESTING	LOT	49.00	\$9,800.00	\$200.00	49	0	\$0.00	49	\$9,800.00	✓
	SUBTOTAL MISC ITEMS			\$9,800.00				\$0.00		\$9,800.00	✓
	TOTAL BASE BID			\$1,453,567.00				\$0.00		\$1,453,567.00	✓

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	THIS ESTIMATE	QTY		AMOUNT TO DATE	PERCENT COMPLETE	
								THIS ESTIMATE	AMOUNT TO DATE			
8" PVC-900 DR 14		LF	2,180.00	\$65,400.00	\$30.00	2180	0	0	\$0.00	2,180	\$65,400.00	100.00%
8" GATE VALVE		EA	9.00	\$11,700.00	\$1,300.00	9	0	0	\$0.00	9	\$11,700.00	100.00%
5 1/4" FIRE HYDRANT ASSEMBLY		EA	6.00	\$25,800.00	\$4,300.00	6	0	0	\$0.00	6	\$25,800.00	100.00%
SINGLE SERVICE		EA	4.00	\$3,600.00	\$900.00	4	0	0	\$0.00	4	\$3,600.00	100.00%
DOUBLE SERVICE		EA	22.00	\$24,200.00	\$1,100.00	22	0	0	\$0.00	22	\$24,200.00	100.00%
BLOW OFF		EA	4.00	\$4,000.00	\$1,000.00	4	0	0	\$0.00	4	\$4,000.00	100.00%
TRENCH SAFETY		LF	2,386.00	\$1,193.00	\$0.50	2386	0	0	\$0.00	2,386	\$1,193.00	100.00%
STAKING		LF	2,386.00	\$2,386.00	\$1.00	2386	0	0	\$0.00	2,386	\$2,386.00	100.00%
	SUBTOTAL WATER IMPROVEMENTS			\$138,279.00					\$0.00		\$138,279.00	
	LOT GRADING											
	EXCAVATION/EMBANKMENT (LOTS)	SY	32,955.00	\$49,432.50	\$1.50	30000	2955		\$4,432.50	32,955	\$49,432.50	100.00%
	SUBTOTAL LOT GRADING			\$49,432.50					\$4,432.50		\$49,432.50	
	DRY UTILITIES											
	ELECTRICAL CIVIL IMPROVEMENTS	LOT	49.00	\$93,100.00	\$1,900.00	20	29		\$55,100.00	49	\$93,100.00	100.00%
	GAS CIVIL IMPROVEMENTS	LOT	49.00	\$44,100.00	\$900.00	20	29		\$26,100.00	49	\$44,100.00	100.00%
	STREET LIGHTS	EA	15.00	\$81,000.00	\$5,400.00	0	15		\$81,000.00	15	\$81,000.00	100.00%
	SUBTOTAL DRY UTILITIES			\$218,200.00					\$162,200.00		\$218,200.00	
	MISC ITEMS											
	GEOTECHNICAL TESTING	LOT	49.00	\$9,800.00	\$200.00	45	4		\$800.00	49	\$9,800.00	100.00%
	SUBTOTAL MISC ITEMS			\$9,800.00					\$800.00		\$9,800.00	
	TOTAL BASE BID			\$1,453,567.00					\$426,521.00		\$1,453,567.00	

= \$1,257,134.50

Maintenance bond = (10% of \$1,257,134.50) = \$125,713.45

FROM CONTRACTOR

FOR TWO YEARS

AFFIANT:

Signature: 

Typed Name: Michael Nixon

Title: Secretary/Treasurer

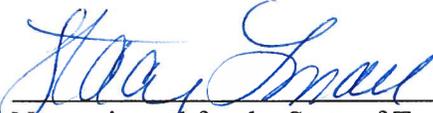
STATE OF TEXAS '
 '
COUNTY OF TRAVIS '

BEFORE ME the undersigned authority on this day personally appeared Michael Nixon, 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 20th day of October, 2015.

[S E A L]




Notary in and for the State of Texas

Name: Stacy Small

My commission expires: March 4, 2016



Executive Summary

December 3, 2015

Council Agenda Subject: Consider Dedication and Acceptance of Palmera Ridge Off-Site WW Improvements

Background: The infrastructure improvements required for Off-Site Waste-water improvements at Palmera Ridge 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 **December 3, 2015**, which will provide warranty and maintenance coverage for the infrastructure improvements through **December 3, 2017**. The Engineering Department will perform a formal inspection of the Off-Site 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

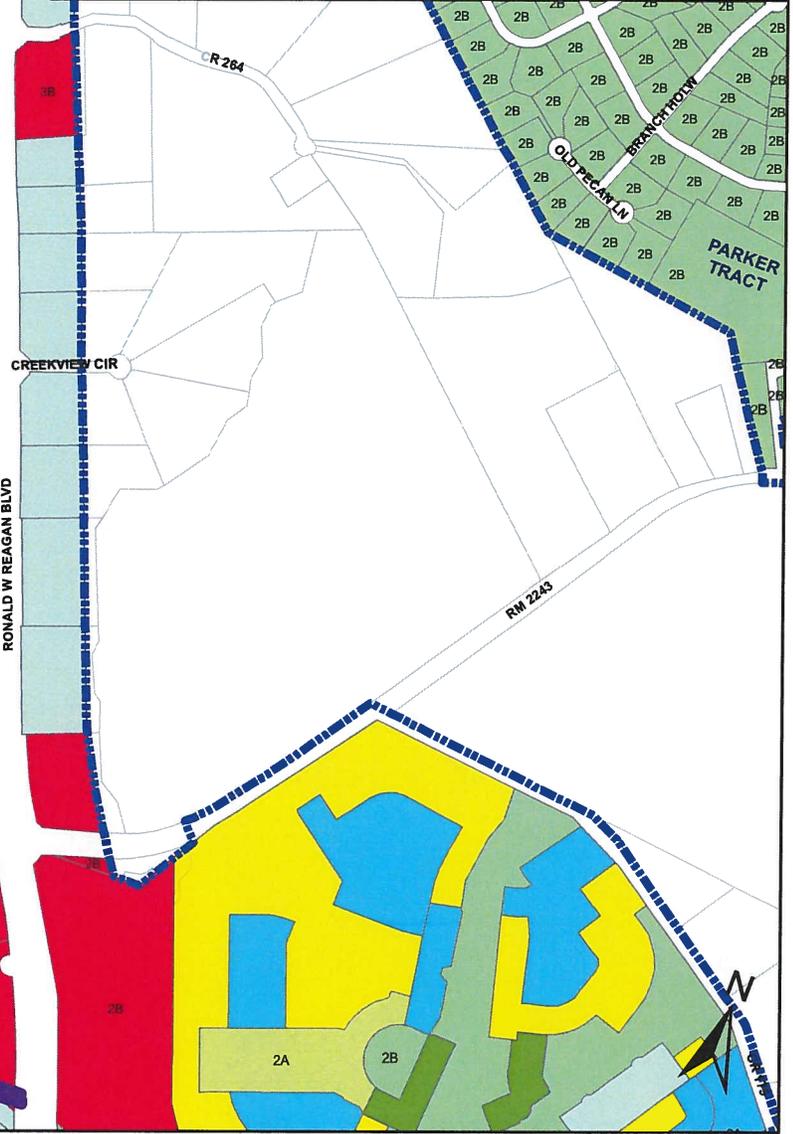
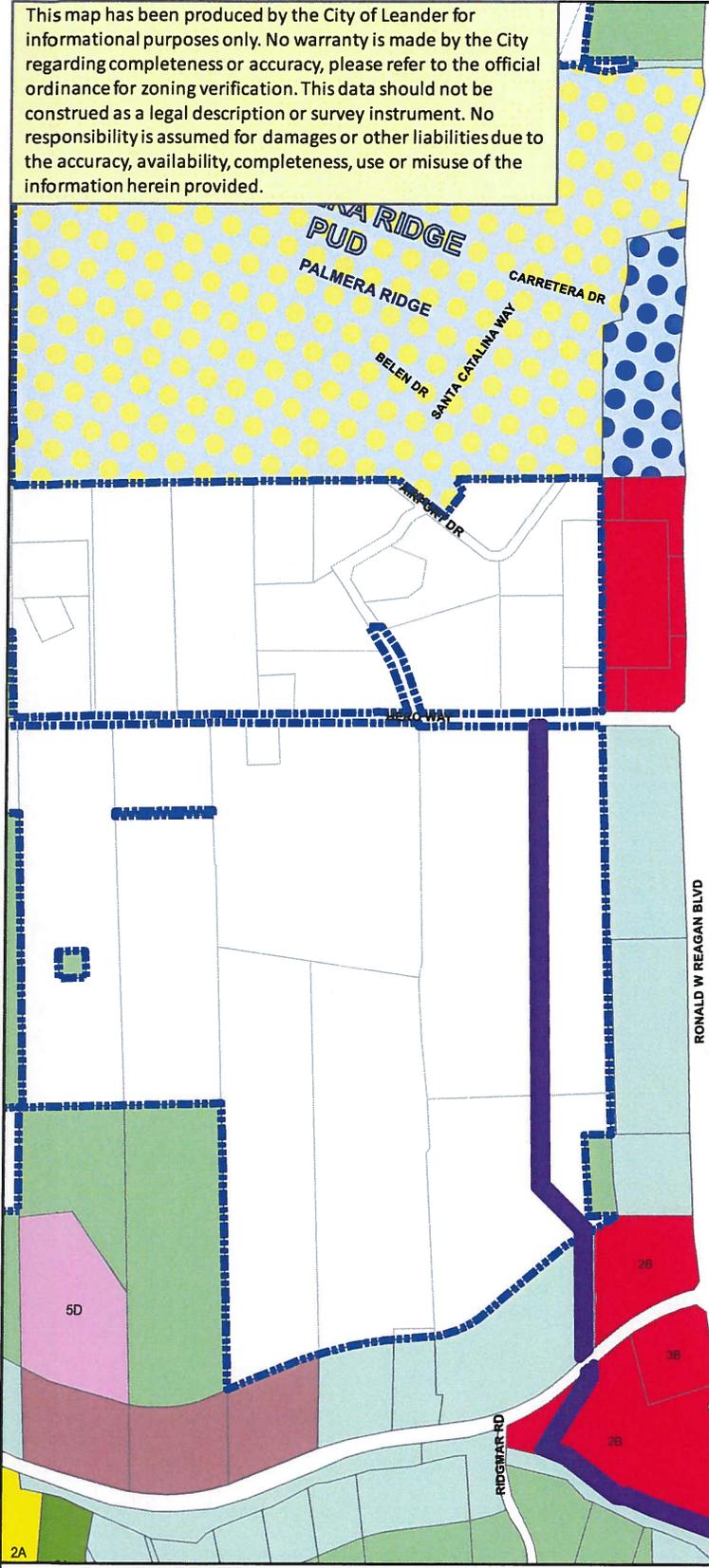
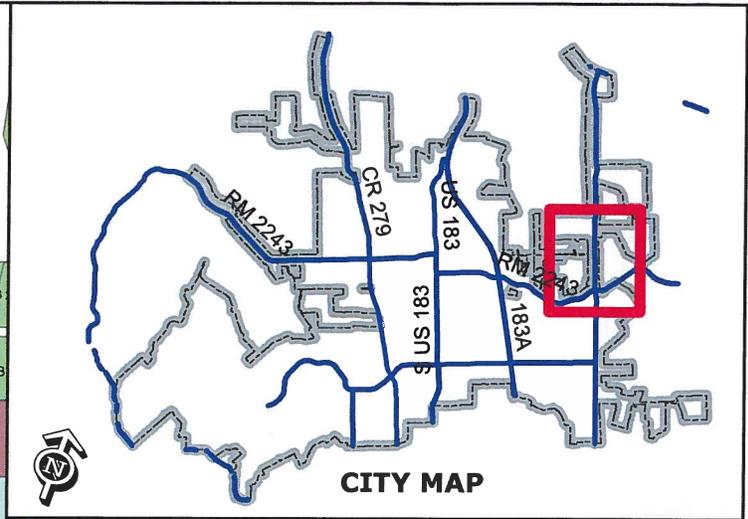
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the Palmera Ridge Off-Site WW Improvements

Attachments: Location Map, Engineer's Concurrence Letter, ADA Inspection, 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.

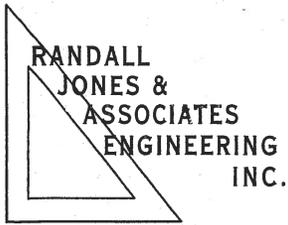


PROJECT ACCEPTANCE

-  Area for Acceptance
-  City Limits
-  PUD Commercial
-  PUD Mixed Use
-  PUD Multi-Family
-  PUD Single-Family
-  PUD Townhome

Location Map - Palmera Ridge Offsite Wastewater

- | | | |
|--|--|---|
|  SFR |  SFT |  GC |
|  SFE |  SFU/MH |  HC |
|  SFS |  TF |  HI |
|  SFU |  MF |  PUD |
|  SFC |  LO | |
|  SFL |  LC | |
- 0  1,000
Feet



1212 EAST BRAKER LANE • AUSTIN, TEXAS 78753

ENGINEER'S CERTIFICATE OF COMPLETION

Owner of Property:
Palmera Ridge Development, Inc.

Kind of Project, Contract Identification:
Palmera Ridge Offsite Wastewater

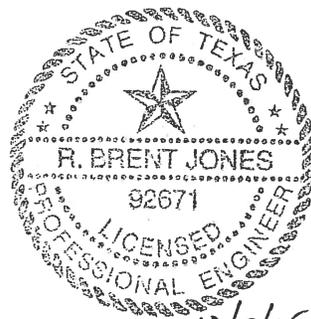
Name of Contractor: Joe Bland Construction, L.P.

Name of Consulting Engineer: Randall Jones & Associates Engineering, Inc. / TBPE
Reg. No. F-9784

Address of Consulting Engineer: 2900 Jazz St, Round Rock, TX 78664

I certify that this Project was complete on August 20, 2015; that the project was under observation, under the supervision of City of Leander; that to the best of my knowledge the Project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" have been furnished to the City.

This concurrence letter does not include the inspection or approval of any ADA related improvements. The opinion expressed in this letter is based on a general visual inspection of the project. As engineer, I was not engaged to perform inspection services during construction.



T: engconc

R. B. Jones
Signature
Texas Registration Number
92671

MAINTENANCE BOND
Subdivision Improvements
Bond No. 4401135

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Joe Bland Construction, L.P. as Principal, whose address is 13111 Dessau Road, Austin, Texas 78754 and Suretec Insurance Company a Corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Eighty Six Thousand Three Hundred Thirty One and 08/100's Dollars (\$186,331.08) 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 Palmera Ridge Offsite Wastewater (*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 (2) 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 two (2) years after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 8th day of September, 2015.

Joe Bland Construction, L.P.
Principal

Suretec Insurance Company
Surety

By: 

By: 

Title: Joe Bland
President, Bland, Inc.
General Partner

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

Address: _____

Address: _____

13111 Dessau Road

1330 Post Oak Blvd., Suite 1100

Austin, Texas 78754

Houston, Texas 77056

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

Ballew Surety Agency, Inc., David S. Ballew

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

(Seal)



SureTec Insurance Company

LIMITED POWER OF ATTORNEY

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

David S. Ballew

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

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

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

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

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

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

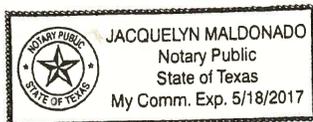
SURETEC INSURANCE COMPANY

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 8th day of September, 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.

SureTec Insurance Company
THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

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

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

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

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

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

Terrorism Risks Exclusion

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

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

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

APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER): Blake Magee Company
1011 North Lamar
Austin, TX 78703
Attn: Amy Lynn Payne

PROJECT: Palmera Ridge Offsite WW

APPLICATION NO.: 8
PERIOD TO: 18-Sep-15
PROJECT NO.:

DISTRIBUTION TO:

OWNER

ENGINEER

CONTRACTOR

FROM: (CONTRACTOR): Joe Bland Construction, LP
13111 Dessau Road
Austin, Texas 78754

VIA (ARCHITECT):

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 1,832,818.00
2. Net change by Change Orders..... \$ 30,692.80
3. CONTRACT SUM TO DATE (Line 1+/-2) \$ 1,863,310.80
4. TOTAL COMPLETED & STORED TO DATE..... \$ 1,863,310.80

5. RETAINAGE

a. 10.00% of Completed Work \$ 186,331.08
b. \$ - of Stored Material \$ _____
Total Retainage \$ 186,331.08

6. TOTAL EARNED LESS RETAINAGE \$ 1,676,979.72
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \$ 1,658,134.62

8. CURRENT PAYMENT DUE \$ 18,845.10
9. BALANCE TO FINISH, PLUS RETAINAGE \$ 186,331.08
(Line 3 less Line 6)

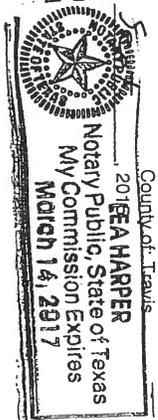
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month	\$ 30,692.80	
TOTALS	\$ 30,692.80	
Net change by Change Orders		\$30,692.80

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

CONTRACTOR: JOE BLAND CONSTRUCTION, LP
KYLE KLUSSMANN

By: Kyle Klussmann Date: 9-15-15

State of: Texas
Subscribed and sworn to before me this 15th day of _____
Notary Public: Debra Harper



OWNER'S CERTIFICATE FOR PAYMENT

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

AMOUNTED CERTIFIED \$ _____
Owner: Blake Magee Company

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

Palmeria Ridge Development, Inc.
1011 North Lamar Blvd.
Austin, Texas 78703

Joe Bland Construction, L.P.
13111 Deasau Road
Austin, Texas 78754

Palmeria Ridge Offsite Wastewater Improvements

Estimate No. 8 (9/18/15)

Date: 18-Sep-15

Bid Item No.	Description	Change Order No.	Unit	Original Quantity	Change Order Quantity	Revised Quantity	Unit Price	Original Amount	Change Order Amount	Revised Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	% Complete	Total Billed To Date
1	Station 6+72 to Station 81+10.65		LF	40.00		40.00	\$124.00	\$4,960.00	0.00	\$4,960.00	40.00	\$4,960.00	0.00	\$0.00	100.00%	\$4,960.00
2	12" PVC SDR-26 8'-10"	1	LF	170.00	(170.0)	0.0	\$87.00	\$16,490.00	(16,490.00)	\$0.00		\$0.00	0.00	\$0.00	0.00%	\$0.00
3	12" PVC SDR-26 10'-12"	1	LF	70.00	(70.0)	0.0	\$103.00	\$7,210.00	(7,210.00)	\$0.00		\$0.00	0.00	\$0.00	0.00%	\$0.00
4	12" PVC SDR-26 12'-14"	1	LF	140.00	694.0	774.0	\$107.00	\$14,980.00	67,838.00	\$82,818.00	774.00	\$82,818.00	0.00	\$0.00	100.00%	\$82,818.00
5	12" PVC SDR-26 14'-16"	1	LF	777.00		774.0	\$113.00	\$87,801.00	(3,016.00)	\$84,785.00	746.00	\$84,185.00	0.00	\$0.00	100.00%	\$84,185.00
6	12" PVC SDR-26 16'-18"	1	LF	555.00	(302.0)	253.0	\$120.00	\$66,600.00	(36,240.00)	\$30,360.00	253.00	\$30,360.00	0.00	\$0.00	100.00%	\$30,360.00
7	12" PVC SDR-26 18'-20"	1	LF	183.00	113.0	276.0	\$129.00	\$23,607.00	14,577.00	\$38,184.00	276.00	\$35,604.00	0.00	\$0.00	100.00%	\$35,604.00
8	12" PVC SDR-26 20'-22"	1	LF	263.00	(163.0)	100.0	\$137.00	\$36,031.00	(22,311.00)	\$13,720.00	100.00	\$13,700.00	0.00	\$0.00	100.00%	\$13,700.00
9	18" PVC SDR-26 8'-10"	1	LF	65.00	(22.0)	43.0	\$115.00	\$7,475.00	(2,530.00)	\$4,945.00	43.00	\$4,945.00	0.00	\$0.00	100.00%	\$4,945.00
10	18" PVC SDR-26 10'-12"	1	LF	35.00	8.0	43.0	\$119.00	\$4,165.00	952.00	\$5,117.00	43.00	\$5,117.00	0.00	\$0.00	100.00%	\$5,117.00
11	18" PVC SDR-26 12'-14"	1	LF	195.00	(1,283.0)	667.0	\$124.00	\$241,800.00	(159,082.00)	\$82,708.00	667.00	\$82,708.00	0.00	\$0.00	100.00%	\$82,708.00
12	18" PVC SDR-26 14'-16"	1	LF	122.00	1,238.0	2,469.0	\$129.00	\$157,866.00	159,831.00	\$317,727.00	2,469.00	\$317,727.00	0.00	\$0.00	100.00%	\$317,727.00
13	18" PVC SDR-26 16'-18"	1	LF	50.00	8.0	58.0	\$136.00	\$6,800.00	1,088.00	\$7,888.00	58.00	\$7,888.00	0.00	\$0.00	100.00%	\$7,888.00
14	18" PVC SDR-26 18'-20"	1	LF	140.00	6.0	146.0	\$136.00	\$19,840.00	816.00	\$19,656.00	146.00	\$19,656.00	0.00	\$0.00	100.00%	\$19,656.00
15	18" PVC SDR-26 20'-22"	1	LF	60.00	58.0	118.0	\$157.00	\$9,420.00	8,792.00	\$18,212.00	118.00	\$18,212.00	0.00	\$0.00	100.00%	\$18,212.00
16	30" FRP 8'-10"	1	LF	22.00	(13.0)	9.0	\$180.00	\$5,760.00	(2,340.00)	\$3,420.00	9.00	\$3,420.00	0.00	\$0.00	100.00%	\$3,420.00
17	30" FRP 10'-12"	1	LF	491.00	(65.0)	426.0	\$184.00	\$90,344.00	(11,980.00)	\$78,364.00	426.00	\$78,364.00	0.00	\$0.00	100.00%	\$78,364.00
18	30" FRP 12'-14"	1	LF	388.00	(74.0)	314.0	\$188.00	\$72,844.00	(13,912.00)	\$58,932.00	314.00	\$58,932.00	0.00	\$0.00	100.00%	\$58,932.00
19	30" FRP 14'-16"	1	LF	183.00	130.0	293.0	\$194.00	\$31,822.00	25,220.00	\$56,842.00	293.00	\$56,842.00	0.00	\$0.00	100.00%	\$56,842.00
20	30" FRP 16'-18"	1	LF	499.00	(138.0)	361.0	\$201.00	\$100,299.00	(27,738.00)	\$72,561.00	361.00	\$72,561.00	0.00	\$0.00	100.00%	\$72,561.00
21	30" FRP 18'-20"	1	LF	95.00	92.0	187.0	\$210.00	\$19,950.00	19,320.00	\$39,270.00	187.00	\$39,270.00	0.00	\$0.00	100.00%	\$39,270.00
22	30" FRP 20'-22"	1	LF	200.00	(122.0)	78.0	\$223.00	\$44,600.00	(27,206.00)	\$17,394.00	78.00	\$17,394.00	0.00	\$0.00	100.00%	\$17,394.00
23	30" FRP 22'-24"	1	LF	10.00	88.0	98.0	\$239.00	\$2,390.00	20,554.00	\$22,944.00	98.00	\$22,944.00	0.00	\$0.00	100.00%	\$22,944.00
24	6" Dia. Manhole		EA	3.00		3.0	\$11,750.00	\$35,250.00	0.00	\$35,250.00	3.00	\$35,250.00	0.00	\$0.00	100.00%	\$35,250.00
25	6" Dia. Manhole w/ Vent		EA	1.00		1.0	\$14,750.00	\$14,750.00	0.00	\$14,750.00	1.00	\$14,750.00	0.00	\$0.00	100.00%	\$14,750.00
26	6" Dia. Manhole		EA	6.00		6.0	\$9,000.00	\$54,000.00	0.00	\$54,000.00	6.00	\$54,000.00	0.00	\$0.00	100.00%	\$54,000.00
27	5" Dia. Manhole w/ Vent		EA	8.00		8.0	\$8,000.00	\$64,000.00	0.00	\$64,000.00	8.00	\$64,000.00	0.00	\$0.00	100.00%	\$64,000.00
28	4" Dia. Manhole		EA	3.00		3.0	\$7,750.00	\$23,250.00	0.00	\$23,250.00	3.00	\$23,250.00	0.00	\$0.00	100.00%	\$23,250.00
29	4" Dia. Manhole w/ Vent		EA	4.00		4.0	\$10,750.00	\$43,000.00	0.00	\$43,000.00	4.00	\$43,000.00	0.00	\$0.00	100.00%	\$43,000.00
30	Extra Depth Manhole		EA	183.00		183.0	\$300.00	\$54,900.00	0.00	\$54,900.00	183.00	\$54,900.00	0.00	\$0.00	100.00%	\$54,900.00
31	Adjust Manhole Collings		EA	25.00		25.0	\$500.00	\$12,500.00	0.00	\$12,500.00	25.00	\$12,500.00	0.00	\$0.00	100.00%	\$12,500.00
32	Trench Safety	1	LF	7540.00	(42.0)	7498.0	\$5.00	\$37,700.00	(210.00)	\$37,490.00	7498.00	\$37,490.00	0.00	\$0.00	100.00%	\$37,490.00
33	Remove and Replace HMA/C Station 19+00		LS	1.00		1.0	\$4,500.00	\$4,500.00	0.00	\$4,500.00	1.00	\$4,500.00	0.00	\$0.00	100.00%	\$4,500.00
34	Remove and Replace Concrete Drainage Station 28+00		LS	1.00		1.0	\$5,600.00	\$5,600.00	0.00	\$5,600.00	1.00	\$5,600.00	0.00	\$0.00	100.00%	\$5,600.00
35	Remove and Replace HMA/C Station 29+00		LS	1.00		1.0	\$11,500.00	\$11,500.00	0.00	\$11,500.00	1.00	\$11,500.00	0.00	\$0.00	100.00%	\$11,500.00
36	Remove and Replace HMA/C Station 29+00		LS	1.00		1.0	\$6,500.00	\$6,500.00	0.00	\$6,500.00	1.00	\$6,500.00	0.00	\$0.00	100.00%	\$6,500.00
37	Remove and Replace Concrete Drive 79+00		LS	1.00		1.0	\$8,000.00	\$8,000.00	0.00	\$8,000.00	1.00	\$8,000.00	0.00	\$0.00	100.00%	\$8,000.00
38	Staling Wastewater	1	SY	7540.00	(17.0)	7523.0	\$1.00	\$7,540.00	(17.00)	\$7,523.00	7523.00	\$7,523.00	0.00	\$0.00	100.00%	\$7,523.00
39	Regrading	1	SY	41878.00		41878.0	\$1.00	\$41,878.00	0.00	\$41,878.00	20939.00	\$20,939.00	0.00	\$0.00	100.00%	\$20,939.00
40	SCF	1	EA	5.00	1.0	6.0	\$1,500.00	\$7,500.00	1,500.00	\$9,000.00	6.00	\$9,000.00	0.00	\$0.00	100.00%	\$9,000.00
41	Silt Fence	1	LF	9500.00		9,500.0	\$3.00	\$28,500.00	0.00	\$28,500.00	9500.00	\$28,500.00	0.00	\$0.00	100.00%	\$28,500.00
42	Born al PM 22x3	1	LF	100.00	4.0	104.0	\$100.00	\$10,000.00	4,000.00	\$14,000.00	104.00	\$14,000.00	0.00	\$0.00	100.00%	\$14,000.00
43	Rock Barn	1	LF	211.00		211.0	\$30.00	\$6,330.00	0.00	\$6,330.00	211.00	\$6,330.00	0.00	\$0.00	100.00%	\$6,330.00
44	Tree Protection	1	LF	1034.00		1,034.0	\$3.00	\$3,019.00	0.00	\$3,019.00	1034.00	\$3,019.00	0.00	\$0.00	100.00%	\$3,019.00
45	Traffic Control	1	LS	1.00		1.0	\$12,500.00	\$12,500.00	0.00	\$12,500.00	1.00	\$12,500.00	0.00	\$0.00	100.00%	\$12,500.00
	Subtotal							\$1,884,921.00	-\$6,404.00	\$1,878,517.00		\$1,857,578.00		\$20,939.00	100.00%	\$1,878,517.00

Palmetto Ridge Development, Inc.
1011 North Lamar Blvd.
Austin, Texas 78703

Joe Blind Construction, L.P.
13111 Deasau Road
Austin, Texas 78754

Palmetto Ridge Onsite Wastewater Improvements

Estimate No. 8 (8/18/15)

Date: 18-Sep-15

Bid Item No.	Description	Change Order No.	Unit	Original Quantity	Change Order Quantity	Revised Quantity	Unit Price	Original Amount	Change Order Amount	Revised Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	% Complete	Total Billed To Date
Line Option A, Station 1+63 to 5+72																
46	30" FRP 6'-6"	1	LF	93.00	(93.0)	0.0	\$176.00	\$16,368.00	(16,368.00)	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	\$0.00
47	30" FRP 6'-10"	1	LF	27.00	(27.0)	0.0	\$180.00	\$4,860.00	(4,860.00)	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	\$0.00
48	30" FRP 10'-12"	1	LF	35.00	(35.0)	0.0	\$194.00	\$6,840.00	(6,840.00)	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	\$0.00
49	30" FRP 12'-14"	1	LF	93.00	139.0	229.0	\$188.00	\$17,484.00	25,568.00	\$43,052.00	229.00	\$43,052.00	0.00	\$0.00	100.00%	\$43,052.00
50	30" FRP 14'-18"	1	LF	72.00	(94.0)	8.0	\$194.00	\$13,988.00	(12,416.00)	\$1,552.00	8.00	\$1,552.00	0.00	\$0.00	100.00%	\$1,552.00
51	30" FRP 16'-18"	1	LF	19.00	(4.0)	15.0	\$201.00	\$3,819.00	(803.00)	\$3,216.00	15.00	\$3,216.00	0.00	\$0.00	100.00%	\$3,216.00
52	30" FRP 18'-20"	1	LF	15.00	(3.0)	12.0	\$210.00	\$3,150.00	(670.00)	\$9,870.00	47.00	\$9,870.00	0.00	\$0.00	100.00%	\$9,870.00
53	30" FRP 20'-22"	1	LF	13.00	(3.0)	10.0	\$223.00	\$2,899.00	(718.00)	\$10,035.00	45.00	\$10,035.00	0.00	\$0.00	100.00%	\$10,035.00
54	30" FRP 22'-24"	1	LF	42.00	(4.0)	38.0	\$230.00	\$10,038.00	(1,038.00)	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	\$0.00
55	Extra Depth Manhole	1	VF	20.00	3.0	23.0	\$300.00	\$6,900.00	900.00	\$6,900.00	23.00	\$6,900.00	0.00	\$0.00	100.00%	\$6,900.00
56	Adjust Manhole Coverings	1	EA	3.00	(2.0)	1.0	\$500.00	\$1,500.00	(1,000.00)	\$500.00	1.00	\$500.00	0.00	\$0.00	100.00%	\$500.00
57	Trench Safety	1	EA	408.00	(57.0)	351.0	\$5.00	\$2,040.00	(285.00)	\$1,755.00	351.00	\$1,755.00	0.00	\$0.00	100.00%	\$1,755.00
58	6" Dia. Manhole w/ Vent	1	EA	1.00	0.0	1.0	\$11,750.00	\$11,750.00	0.00	\$11,750.00	1.00	\$11,750.00	0.00	\$0.00	100.00%	\$11,750.00
59	Remove and Replace 6" Dia. Manhole	1	EA	1.00	(1.0)	0.0	\$13,250.00	\$13,250.00	(13,250.00)	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00%	\$0.00
60	Connection to Existing	1	EA	1.00	0.0	1.0	\$6,000.00	\$6,000.00	0.00	\$6,000.00	1.00	\$6,000.00	0.00	\$0.00	100.00%	\$6,000.00
61	Concrete Trench Cap	1	EA	60.00	146.0	206.0	\$130.00	\$7,800.00	19,240.00	\$27,040.00	206.00	\$27,040.00	0.00	\$0.00	100.00%	\$27,040.00
62	Sliding Wastewater	1	LF	408.00	(57.0)	351.0	\$1.00	\$408.00	(57.00)	\$351.00	351.00	\$351.00	0.00	\$0.00	100.00%	\$351.00
63	Flagpole	1	SY	2278.00	0.0	2,278.0	\$1.00	\$2,278.00	0.00	\$2,278.00	2278.00	\$2,278.00	0.00	\$0.00	100.00%	\$2,278.00
64	Bill Fence	1	EA	465.00	468.0	931.0	\$3.00	\$1,395.00	1,398.00	\$2,793.00	931.00	\$2,793.00	0.00	\$0.00	100.00%	\$2,793.00
65	Traffic Control	1	EA	1.00	0.0	1.0	\$1,500.00	\$1,500.00	0.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	100.00%	\$1,500.00
	New Item - Rock Barn	1	EA	0.00	1.0	1.0	\$1,500.00	\$0.00	1,500.00	\$1,500.00	1.00	\$1,500.00	0.00	\$0.00	100.00%	\$1,500.00
	Sub-total						\$30.00	\$147,897.00	-15,205.00	\$132,492.00	80.00	\$2,400.00	0.00	\$0.00	100.00%	\$2,400.00
SUB-TOTAL TO INCLUDE CO 1																
								\$1,832,616.00	-\$21,609.00	\$1,811,009.00		\$1,790,070.00		\$20,939.00	100.00%	\$1,811,009.00
CHANGE ORDER NO. 2 - ATMOS GAS																
Station 61+10 to END																
5	12" PVC SDH-24 14'-18"	2	LF	0.00	10.0	10.0	\$113.00	\$0.00	\$1,130.00	\$1,130.00	10.00	\$1,130.00	0.00	\$0.00	100.00%	\$1,130.00
6	12" PVC SDH-24 18'-18"	2	LF	0.00	14.0	14.0	\$120.00	\$0.00	\$1,680.00	\$1,680.00	14.00	\$1,680.00	0.00	\$0.00	100.00%	\$1,680.00
32	Trench Safety	2	LF	0.00	24.0	24.0	\$5.00	\$0.00	\$120.00	\$120.00	24.00	\$120.00	0.00	\$0.00	100.00%	\$120.00
	Pipe Crew Mobilization - ADD	2	LS	0.00	1.0	1.0	\$1,700.00	\$0.00	\$1,700.00	\$1,700.00	1.00	\$1,700.00	0.00	\$0.00	100.00%	\$1,700.00
	Flow Rate Equip Coat & Equipment Mob - ADD	2	LS	0.00	1.0	1.0	\$11,090.00	\$0.00	\$11,090.00	\$11,090.00	1.00	\$11,090.00	0.00	\$0.00	100.00%	\$11,090.00
	Estimation for WW Trench 14'-18" - DEDUCT	2	LF	0.00	(10.0)	(10.0)	\$24.50	\$0.00	-\$245.00	-\$245.00	-10.00	-\$245.00	0.00	\$0.00	100.00%	-\$245.00
	Estimation for WW Trench 18'-18" - DEDUCT	2	LF	0.00	(10.0)	(10.0)	\$27.60	\$0.00	-\$276.00	-\$276.00	-10.00	-\$276.00	0.00	\$0.00	100.00%	-\$276.00
	Estimation Ducted for WW MH 18'-18" - DEDUCT	2	EA	0.00	(1.0)	(1.0)	\$500.00	\$0.00	-\$500.00	-\$500.00	-1.00	-\$500.00	0.00	\$0.00	100.00%	-\$500.00
	Station 67+89 to 68+16															
	Pipe Crew Mobilization - ADD	2	LS	0.00	1.0	1.0	\$1,700.00	\$0.00	\$1,700.00	\$1,700.00	1.00	\$1,700.00	0.00	\$0.00	100.00%	\$1,700.00
	Flow Rate Equip Coat & Equipment Mob - ADD	2	LS	0.00	1.0	1.0	\$33,700.00	\$0.00	\$33,700.00	\$33,700.00	1.00	\$33,700.00	0.00	\$0.00	100.00%	\$33,700.00
	Estimation for WW Trench 18'-18" - DEDUCT	2	LF	0.00	(47.0)	(47.0)	\$27.60	\$0.00	-\$1,297.20	-\$1,297.20	-47.00	-\$1,297.20	0.00	\$0.00	100.00%	-\$1,297.20
	Estimation Ducted for WW MH 18'-18" - DEDUCT	2	EA	0.00	(2.0)	(2.0)	\$500.00	\$0.00	-\$1,000.00	-\$1,000.00	-2.00	-\$1,000.00	0.00	\$0.00	100.00%	-\$1,000.00
	Sub-total						\$500.00	\$0.00	\$47,801.80	\$47,801.80	-2.00	-\$47,801.80	0.00	\$0.00	100.00%	\$47,801.80

Palmer Ridge Development, Inc.
1011 North Lamar Blvd.
Austin, Texas 78703

Joe Beard Construction, L.P.
13111 Dallas Road
Austin, Texas 78754

Estimate No. 8191215

Date: 18 SEP-15

Bid Item No.	Description	Change Order No.	Unit	Original Quantity	Change Order Quantity	Revised Quantity	Unit Price	Original Amount	Change Order Amount	Revised Amount	Previous Quantity	Previous Amount	Current Quantity	Current Amount	% Complete	Total Billed To Date
KEY ITEM	CHANGE ORDER NO. 3 - 30" W.L. CURB		CY	0	20.0	20.0	222.50	\$0.00	\$4,500.00	\$4,500.00	20.00	\$4,500.00	20.00	\$4,500.00	100.00%	\$4,500.00
	Station 2+57.10-2+67							\$0.00	\$1,500.00	\$1,500.00					100.00%	\$1,500.00
	Sub-10101							\$0.00	\$1,500.00	\$1,500.00					100.00%	\$1,500.00
	Total Contract w/ Change Order No. 3 - 1 - 3							\$1,832,018.00	\$30,992.50	\$1,863,010.50			\$1,842,371.00	\$20,939.00	100.00%	\$1,863,310.00

Joe Beard
9-15-15

Submitted by: Kyle Kussman
Joe Beard Construction, L.P.
Reviewed by: *Joe Beard*
9-21-15

Approved by: Palmer Ridge Development, Inc. Date

Approved by: Joe Beard Construction, L.P. Date



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

STATE OF TEXAS
COUNTY OF *Travis*

Date: *9-15-15*

Developer: *Blake Magee Company*

Contractor/Material
Provider ("Affiant"): *Joe Blond Construction, LP*

Project: *Palmer Ridge Offsite Waste Water*

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this *15th* day of *Sept*, *2015*.

AFFIANT:

Signature: *Kyle Klussmann*

Typed Name: Kyle Klussmann

Title: Pres; Mgr

STATE OF TEXAS

COUNTY OF Tarrant

BEFORE ME the undersigned authority on this day personally appeared Kyle Klussmann, 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 1st day of Sept 2015

[SEAL]



Notary in and for the State of Texas
Name: *Lea Harper*

My commission expires: 3-14-2017



Executive Summary

December 3, 2015

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Palmera Ridge Section 1

Background: The subdivision infrastructure improvements required for Palmera Ridge Section 1 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 **December 3, 2015**, which will provide warranty and maintenance coverage for the infrastructure improvements through **December 3, 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

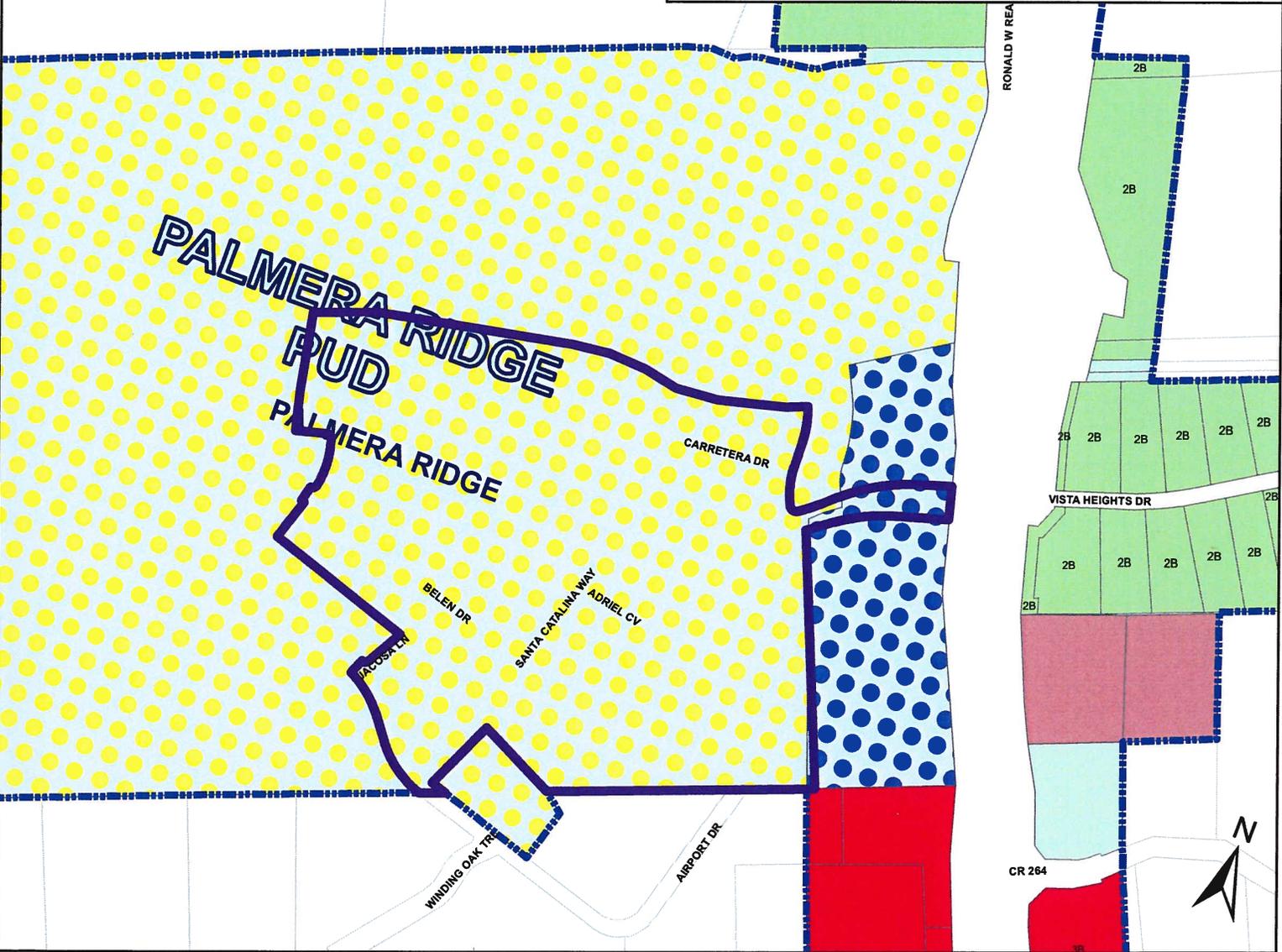
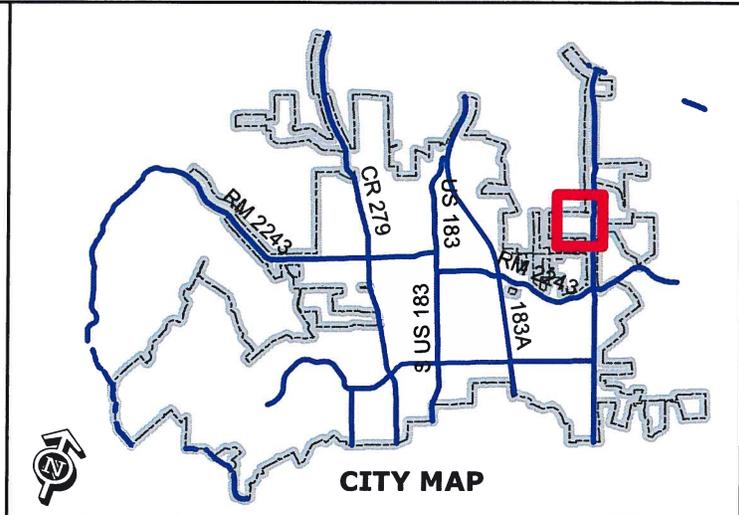
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Palmera Ridge Section 1.

Attachments: Location Map, Engineer's Concurrence Letter, ADA Inspection, 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.

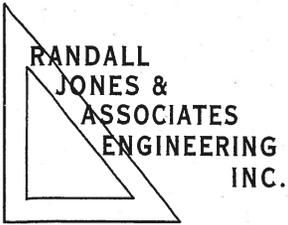


SUBDIVISION ACCEPTANCE

-  Area For Acceptance
-  City Limits
-  PUD Commercial
-  PUD Mixed Use
-  PUD Multi-Family
-  PUD Single-Family
-  PUD Townhome

Location Map - Palmera Ridge: 1

- | | | |
|--|--|---|
|  SFR |  SFT |  GC |
|  SFE |  SFU/MH |  HC |
|  SFS |  TF |  HI |
|  SFU |  MF |  PUD |
|  SFC |  LO | |
|  SFL |  LC | |
- 0 400
Feet



1212 EAST BRAKER LANE • AUSTIN, TEXAS 78753

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:
Palmera Ridge MUD

Owner of Property if Other than District:
Palmera Ridge Development, Inc.

Kind of Project, Contract Identification:
Palmera Ridge Section 1 Street Excavation and Drainage, Water, Wastewater, and Erosion Control Improvements

Name of Contractor: Cash Construction Company, Inc.

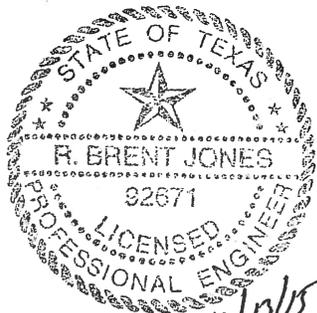
Name of Consulting Engineer: Randall Jones & Associates Engineering, Inc. / TBPE
Reg. No. F-9784

Address of Consulting Engineer: 2900 Jazz St, Round Rock, TX 78664

I certify that this Project was complete on August 20, 2015; that the project was under observation, under the supervision of City of Leander; that to the best of my knowledge the Project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" have been furnished to the City and District.

Based on our inspection of the facilities, we recommend acceptance of the water, wastewater, and drainage facilities for the above referenced projects, for operations and maintenance.

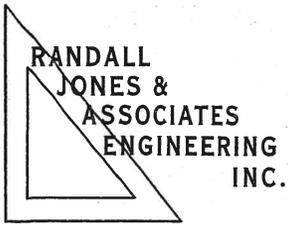
This concurrence letter does not include the inspection or approval of any ADA related improvements. The opinion expressed in this letter is based on a general visual observation of the project.



T: TCEQengconc



Signature
Texas Registration Number
92671



1212 EAST BRAKER LANE • AUSTIN, TEXAS 78753

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:
Palmera Ridge MUD

Owner of Property if Other than District:
Palmera Ridge Development, Inc.

Kind of Project, Contract Identification:
Palmera Ridge Section 1 Street Improvements

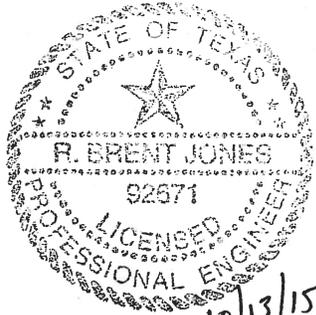
Name of Contractor: Cash Construction Company, Inc.

Name of Consulting Engineer: Randall Jones & Associates Engineering, Inc. / TBPE
Reg. No. F-9784

Address of Consulting Engineer: 2900 Jazz St, Round Rock, TX 78664

I certify that this Project was complete on August 20, 2015; that the project was under observation, under the supervision of City of Leander; that to the best of my knowledge the Project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" have been furnished to the City and District.

This concurrence letter does not include the inspection or approval of any ADA related improvements. The opinion expressed in this letter is based on a general visual observation of the project.



10/13/15

Signature
Texas Registration Number
92671

T: TCEQ st engconc

September 11, 2015

Amy Lynn Payne
Senior Project Manager
Blake Magee Company
1011 North Lamar
Austin, TX 78703

Re: TAS Inspection – Palmera Ridge Section 1 Project

Dear Ms. Payne,

This report presents the findings of the on-site inspection for the Palmera Ridge Section 1 Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on September 11, 2015 which included the review of the following elements:

- Curb ramps in section 1 of the Palmera Ridge project
- Segments of sidewalk in section 1 of the Palmera Ridge project
- Crosswalks in section 1 of the Palmera Ridge project

All elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

Feel free to contact me at (512) 410-7059 or at apl@alturalp.com with any questions.

Sincerely,



Andrea LaCour, RAS #1313

MAINTENANCE BOND
Subdivision Improvements
Bond No. PRF9153447MNT-1

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc. as Principal, whose address is P.O. Box 1279, Pflugerville, Texas 78691 and Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company a Corporation organized under the laws of the State of Maryland, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Four Hundred Sixty Thousand Forty Eight and 28/100's Dollars (\$460,048.28) 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 Palmera Ridge Section 1 – Street Excavation and Drainage, Erosion Control, Street Improvements, Water and Wastewater Improvements (*insert description of subdivision improvements*) (the “improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 16th day of September, 2015.

Cash Construction Company, Inc.
Principal

Fidelity and Deposit Company of Maryland,
Colonial American Casualty and Surety Company
Surety

By: *BJ*

By: *David S. Ballew*

Title: *V.P.*

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

Address: _____

Address: _____

P.O. Box 1279

1400 American Lane, Tower I, 18th Floor

Pflugerville, Texas 78691

Schaumburg, IL 60196-1056

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

Ballew Surety Agency, Inc., David S. Ballew

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

(Seal)

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David S. BALLEW, of Austin, Texas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

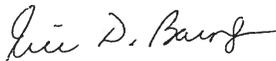
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

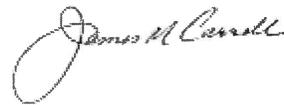
IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of December, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: 
Secretary
Eric D. Barnes


Vice President
James M. Carroll

State of Maryland
County of Baltimore

On this 12th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.





Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



Fidelity and Deposit Companies

Home Office: 3910 Keswick Road Baltimore, MD 21211

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

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**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. 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.

TO: PALMERA RIDGE DEVELOPMENT, INC.
 1011 NORTH LAMAR
 AUSTIN, TEXAS 78703

FINAL COST & QUANTITIES EXHIBIT
 JOB NAME: PALMERA RIDGE SECTION 1 - STREETS & UTILITIES
 JOB# 740
 DATE 09/14/2015

FROM: CASH CONSTRUCTION COMPANY, INC.
 P.O. BOX 1279
 PFLUGERVILLE TX. 78691

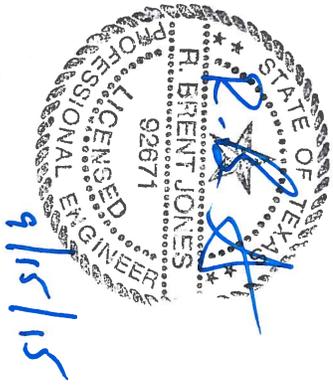
MAINTENANCE BOND AMOUNT \$4,600,482.80

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
STREET EXCAVATION & DRAINAGE											
	CLEARING	SY	33,760.00	\$33,760.00	\$1.00		33,760.00	\$33,760.00	33,760	\$33,760.00	100.00%
	CLEARING OTHER	SY	28,332.00	\$28,332.00	\$1.00		28,332.00	\$28,332.00	28,332	\$28,332.00	100.00%
	EXCAVATION	SY	33,760.00	\$135,040.00	\$4.00		33,760.00	\$135,040.00	33,760	\$135,040.00	100.00%
	MATERIAL TO BE PLACED ON COMMERCIAL LOT & EXCESS MATERIAL SHALL BE	LS	1.00	\$230,000.00	\$230,000.00		0.00	\$0.00	0	\$0.00	0.00%
	DIVERSION BERM	LF	2,928.00	\$5,856.00	\$2.00		2,928.00	\$5,856.00	2,928	\$5,856.00	100.00%
	18" CLASS III RCP	LF	2,263.00	\$88,257.00	\$39.00		2,263.00	\$88,257.00	2,263	\$88,257.00	100.00%
	24" CLASS III RCP	LF	1,095.00	\$64,605.00	\$59.00		1,095.00	\$64,605.00	1,095	\$64,605.00	100.00%
	30" CLASS III RCP	LF	709.00	\$54,593.00	\$77.00		709.00	\$54,593.00	709	\$54,593.00	100.00%
	36" CLASS III RCP	LF	352.00	\$33,792.00	\$96.00		352.00	\$33,792.00	352	\$33,792.00	100.00%
	42" CLASS III RCP	LF	92.00	\$11,224.00	\$122.00		92.00	\$11,224.00	92	\$11,224.00	100.00%
	48" CLASS III RCP	LF	107.00	\$15,408.00	\$144.00		107.00	\$15,408.00	107	\$15,408.00	100.00%
	60" CLASS III RCP	LF	154.00	\$34,804.00	\$226.00		154.00	\$34,804.00	154	\$34,804.00	100.00%
	4X4" AREA INLET	EA	2.00	\$4,600.00	\$2,300.00		2.00	\$4,600.00	2	\$4,600.00	100.00%
	10" INLET	EA	18.00	\$66,600.00	\$3,700.00		18.00	\$66,600.00	18	\$66,600.00	100.00%
	15" INLET	EA	5.00	\$27,500.00	\$5,500.00		5.00	\$27,500.00	5	\$27,500.00	100.00%
	4" MANHOLE	EA	3.00	\$8,000.00	\$2,666.67		3.00	\$8,000.00	3	\$8,000.00	100.00%
	3X4" JUNCTION BOX	EA	1.00	\$3,000.00	\$3,000.00		1.00	\$3,000.00	1	\$3,000.00	100.00%
	5X6" JUNCTION BOX	EA	1.00	\$3,500.00	\$3,500.00		1.00	\$3,500.00	1	\$3,500.00	100.00%
	24" PLUG	EA	1.00	\$350.00	\$350.00		1.00	\$350.00	1	\$350.00	100.00%
	30" STANDARD HEADWALL	EA	1.00	\$120.00	\$120.00		1.00	\$120.00	1	\$120.00	100.00%
	TRIPLE 30" TYDOT HEADWALL	EA	3.00	\$4,000.00	\$1,333.33		3.00	\$4,000.00	3	\$4,000.00	100.00%
	TRIPLE 30" TYDOT HEADWALL	EA	1.00	\$4,700.00	\$4,700.00		1.00	\$4,700.00	1	\$4,700.00	100.00%
	18" SLOPING HEADWALL	EA	1.00	\$7,800.00	\$7,800.00		1.00	\$7,800.00	1	\$7,800.00	100.00%
	CHANNEL (COMPLETE & IN PLACE)	LF	545.00	\$1,000.00	\$1,800.00		545.00	\$1,000.00	545	\$1,000.00	100.00%
	ADJUST MANHOLE CASTINGS	EA	\$2,725.00	\$3.00	\$3.00		\$2,725.00	\$3.00	545	\$2,725.00	100.00%
	ADJUST MANHOLE CASTINGS	EA	\$900.00	\$100.00	\$100.00		\$900.00	\$100.00	9	\$900.00	100.00%
	GRADE TO DRAIN	LF	71.00	\$355.00	\$5.00		71.00	\$355.00	71	\$355.00	100.00%
	TRENCH SAFETY	LF	4,289.00	\$2,144.50	\$0.50		4,289.00	\$2,144.50	4,289	\$2,144.50	100.00%
	6" CONCRETE TRAIL	LF	300.00	\$7,800.00	\$26.00		300.00	\$7,800.00	300	\$7,800.00	100.00%
	POND 111A & 111B (COMPLETE & IN PLACE)	LS	1.00	\$650,000.00	\$650,000.00		1.00	\$650,000.00	1	\$650,000.00	100.00%
	WELL FOR MAKE-UP WATER WIPPING	EA	1.00	\$50,000.00	\$50,000.00		0.00	\$0.00	0	\$0.00	0.00%
	FOUNTAIN AT POND	EA	2.00	\$16,000.00	\$8,000.00		0.00	\$0.00	0	\$0.00	0.00%
	GRADING TO INSURE PROPER DRAINAGE	LS	1.00	\$370,000.00	\$370,000.00		0.00	\$0.00	0	\$0.00	0.00%
	ROUGH CUT STAKING & CUT SHEETS	LF	4,289.00	\$5,361.25	\$1.25		0.00	\$0.00	0	\$0.00	0.00%
	RESET FINAL PINS (100SF LOTS)	LS	1.00	\$6,500.00	\$6,500.00		1.00	\$6,500.00	1	\$6,500.00	100.00%
	LOT GRADING VERIFICATION	LS	1.00	\$7,500.00	\$7,500.00		0.00	\$0.00	0	\$0.00	0.00%
	TOTAL STREET EXCAVATION & DRAINAGE			\$1,998,128.75	\$3,500.00		0.00	\$1,323,265.50	0	\$1,323,265.50	66.23%
WATER											
	8" PVC-800 DR-14	LF	6,417.00	\$231,012.00	\$36.00		6,417.00	\$231,012.00	6,417	\$231,012.00	100.00%
	5 1/4" FIRE HYDRANT	EA	13.00	\$55,900.00	\$4,300.00		13.00	\$55,900.00	13	\$55,900.00	100.00%
	8" GATE VALVE	EA	24.00	\$28,800.00	\$1,200.00		24.00	\$28,800.00	24	\$28,800.00	100.00%
	ADJUST VALVE CASTINGS	EA	37.00	\$3,700.00	\$100.00		37.00	\$3,700.00	37	\$3,700.00	100.00%
	DOUBLE SERVICE	EA	52.00	\$62,400.00	\$1,200.00		52.00	\$62,400.00	52	\$62,400.00	100.00%
	SINGLE SERVICE	EA	8.00	\$8,800.00	\$1,100.00		8.00	\$8,800.00	8	\$8,800.00	100.00%
	4" IRRIGATION SLEEVES	LF	374.00	\$9,350.00	\$25.00		374.00	\$9,350.00	374	\$9,350.00	100.00%
	2" IRRIGATION SERVICE	EA	1.00	\$1,300.00	\$1,300.00		1.00	\$1,300.00	1	\$1,300.00	100.00%
	BLOW OFF VALVE	EA	2.00	\$7,000.00	\$3,500.00		2.00	\$7,000.00	2	\$7,000.00	100.00%
	FLUSHING VALVE	EA	1.00	\$1,700.00	\$1,700.00		1.00	\$1,700.00	1	\$1,700.00	100.00%
	TRENCH SAFETY	LF	6,417.00	\$3,208.50	\$0.50		6,417.00	\$3,208.50	6,417	\$3,208.50	100.00%
	STAKING WATER SERVICES	LS	1.00	\$3,000.00	\$3,000.00		0.00	\$0.00	0	\$0.00	0.00%
	TOTAL WATER			\$416,170.50	\$3,000.00		0.00	\$413,170.50	0	\$413,170.50	99.28%
WASTEWATER											
	8" PVC SDR26 8-8	LF	1,964.00	\$74,632.00	\$38.00		1,964.00	\$74,632.00	1,964	\$74,632.00	100.00%
	8" PVC SDR26 8-10	LF	1,185.00	\$48,585.00	\$41.00		1,185.00	\$48,585.00	1,185	\$48,585.00	100.00%
	8" PVC SDR26 10-12	LF	598.00	\$25,910.00	\$43.00		598.00	\$25,910.00	598	\$25,910.00	100.00%
	12" PVC SDR26 8-8	LF	466.00	\$22,368.00	\$48.00		466.00	\$22,368.00	466	\$22,368.00	100.00%
	12" PVC SDR26 10-12	LF	790.00	\$41,080.00	\$52.00		790.00	\$41,080.00	790	\$41,080.00	100.00%
	12" PVC SDR26 8-10	LF	105.00	\$5,775.00	\$55.00		105.00	\$5,775.00	105	\$5,775.00	100.00%
	DOUBLE SERVICE	EA	49.00	\$58,800.00	\$1,200.00		49.00	\$58,800.00	49	\$58,800.00	100.00%
	DOUBLE GRINDER SERVICE	EA	3.00	\$9,000.00	\$3,000.00		3.00	\$9,000.00	3	\$9,000.00	100.00%
	SINGLE SERVICE	EA	8.00	\$8,800.00	\$1,100.00		8.00	\$8,800.00	8	\$8,800.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
2" FORCEMAIN											
	TRENCH SAFETY	LF	445.00	\$8,900.00	\$20.00		445.00	\$8,900.00	445	\$8,900.00	100.00%
	MANHOLE	EA	5,594.00	\$5,594.00	\$1.00		5,594.00	\$5,594.00	5,594	\$5,594.00	100.00%
	BOLTED & GASKETED MANHOLE	EA	30.00	\$129,000.00	\$4,300.00		30.00	\$129,000.00	30	\$129,000.00	100.00%
	EXTRA DEPTH MANHOLE	EA	1.00	\$4,400.00	\$4,400.00		1.00	\$4,400.00	1	\$4,400.00	100.00%
	ADJUST MANHOLE CASTINGS	EA	85.00	\$34,000.00	\$400.00		85.00	\$34,000.00	85	\$34,000.00	100.00%
	CEMENT STABILIZED SAND BEDDING	EA	30.00	\$3,000.00	\$100.00		30.00	\$3,000.00	30	\$3,000.00	100.00%
	STAKING WASTEWATER LINE	LF	220.00	\$5,500.00	\$25.00		220.00	\$5,500.00	220	\$5,500.00	100.00%
	STAKING WASTEWATER SERVICES	LF	5,594.00	\$3,944.00	\$0.70		5,594.00	\$3,944.00	5,594	\$3,944.00	100.00%
	TOTAL WASTEWATER	LS	1.00	\$3,000.00	\$3,000.00		1.00	\$3,000.00	1	\$3,000.00	100.00%
				\$494,938.00			0.00	\$494,938.00	0	\$494,938.00	98.28%
EROSION											
	REVEAL ROW	SY	13,640.00	\$6,820.00	\$0.50		13,640.00	\$6,820.00	13,640	\$6,820.00	100.00%
	SILT FENCE	LF	2,917.00	\$7,292.50	\$2.50		2,917.00	\$7,292.50	2,917	\$7,292.50	100.00%
	SILT FENCE (HIGH SIDE OF ROW AFTER STREETS ARE PAVED)	LF	2,210.00	\$5,525.00	\$2.50		2,210.00	\$5,525.00	2,210	\$5,525.00	100.00%
	INLET PROTECTION	LF	350.00	\$2,450.00	\$7.00		350.00	\$2,450.00	350	\$2,450.00	100.00%
	CONCRETE WASHOUT	LS	1.00	\$2,000.00	\$2,000.00		1.00	\$2,000.00	1	\$2,000.00	100.00%
	TREE PROTECTION	LF	1,700.00	\$5,100.00	\$3.00		1,700.00	\$5,100.00	1,700	\$5,100.00	100.00%
	TREE WELLS	LF	765.00	\$53,550.00	\$70.00		765.00	\$53,550.00	765	\$53,550.00	100.00%
	TOTAL EROSION			\$82,737.50			0.00	\$82,737.50	0	\$82,737.50	35.28%
PALMERA RIDGE BLVD - STREET EXCAVATION & DRAINAGE											
	CLEARING OTHER	SY	16,579.00	\$16,579.00	\$1.00		16,579.00	\$16,579.00	16,579	\$16,579.00	100.00%
	EXCAVATION	SY	9,600.00	\$9,600.00	\$1.00		9,600.00	\$9,600.00	9,600	\$9,600.00	100.00%
	18" CLASS III RCP	LF	16,579.00	\$68,316.00	\$4.10		16,579.00	\$68,316.00	16,579	\$68,316.00	100.00%
	24" CLASS III RCP	LF	1,026.00	\$40,014.00	\$39.00		1,026.00	\$40,014.00	1,026	\$40,014.00	100.00%
	30" CLASS III RCP	LF	92.00	\$5,428.00	\$59.00		92.00	\$5,428.00	92	\$5,428.00	100.00%
	42" CLASS III RCP	LF	267.00	\$20,292.00	\$76.00		267.00	\$20,292.00	267	\$20,292.00	100.00%
	48" CLASS III RCP	LF	170.00	\$20,740.00	\$122.00		170.00	\$20,740.00	170	\$20,740.00	100.00%
	60" CLASS III RCP	LF	407.00	\$56,980.00	\$140.00		407.00	\$56,980.00	407	\$56,980.00	100.00%
	66" CLASS III RCP	LF	20.00	\$4,500.00	\$225.00		20.00	\$4,500.00	20	\$4,500.00	100.00%
	66" CLASS III GASKETED RCP	LF	358.00	\$103,820.00	\$290.00		358.00	\$103,820.00	358	\$103,820.00	100.00%
	4X4 AREA INLET	EA	231.00	\$69,300.00	\$300.00		231.00	\$69,300.00	231	\$69,300.00	100.00%
	10" INLET	EA	2.00	\$4,600.00	\$2,300.00		2.00	\$4,600.00	2	\$4,600.00	100.00%
	4" MANHOLE	EA	10.00	\$37,000.00	\$3,700.00		10.00	\$37,000.00	10	\$37,000.00	100.00%
	5X5 JUNCTION BOX	EA	1.00	\$3,000.00	\$3,000.00		1.00	\$3,000.00	1	\$3,000.00	100.00%
	5X7 JUNCTION BOX	EA	1.00	\$3,500.75	\$3,500.75		1.00	\$3,500.75	1	\$3,500.75	100.00%
	7X7 JUNCTION BOX	EA	1.00	\$5,600.00	\$5,600.00		1.00	\$5,600.00	1	\$5,600.00	100.00%
	48" PLUG	EA	1.00	\$7,000.00	\$7,000.00		1.00	\$7,000.00	1	\$7,000.00	100.00%
	24" PLUG	EA	1.00	\$250.00	\$250.00		1.00	\$250.00	1	\$250.00	100.00%
	66" SLOPING HEADWALL	EA	1.00	\$120.00	\$120.00		1.00	\$120.00	1	\$120.00	100.00%
	48" STANDARD HEADWALL	EA	1.00	\$6,000.00	\$6,000.00		1.00	\$6,000.00	1	\$6,000.00	100.00%
	48" SLOPING HEADWALL W/DISSIPATORS	EA	1.00	\$8,000.00	\$8,000.00		1.00	\$8,000.00	1	\$8,000.00	100.00%
	30" STANDARD HEADWALL	EA	1.00	\$4,000.00	\$4,000.00		1.00	\$4,000.00	1	\$4,000.00	100.00%
	DUAL 30" TxDOT HEADWALL	EA	1.00	\$4,000.00	\$4,000.00		1.00	\$4,000.00	1	\$4,000.00	100.00%
	18" S.E.T. HEADWALL	EA	2.00	\$5,000.00	\$2,500.00		2.00	\$5,000.00	2	\$5,000.00	100.00%
	ADJUST MANHOLE CASTINGS	EA	2.00	\$3,600.00	\$1,800.00		2.00	\$3,600.00	2	\$3,600.00	100.00%
	GRADE TO DRAIN	EA	4.00	\$400.00	\$100.00		4.00	\$400.00	4	\$400.00	100.00%
	TRENCH SAFETY	LF	98.00	\$490.00	\$5.00		98.00	\$490.00	98	\$490.00	100.00%
	CONCRETE TRAIL	LF	2,570.00	\$1,285.00	\$0.50		2,570.00	\$1,285.00	2,570	\$1,285.00	100.00%
	ROUGH CUT STAKING & CUT SHEETS	LS	1.00	\$2,500.00	\$2,500.00		1.00	\$2,500.00	1	\$2,500.00	100.00%
	RESET FINAL PINS	LS	1.00	\$1,500.00	\$1,500.00		1.00	\$1,500.00	1	\$1,500.00	100.00%
	TOTAL PALMERA RIDGE BLVD - STREET EXCAVATION & DRAINAGE			\$560,517.25			0.00	\$560,517.25	0	\$560,517.25	99.43%
OFFSITE & PALMERA RIDGE BLVD - WATER											
	8" PVC-900 DR-14	LF	100.00	\$3,600.00	\$36.00		100.00	\$3,600.00	100	\$3,600.00	100.00%
	12" PVC-900 DR-14	LF	2,617.00	\$146,552.00	\$56.00		2,617.00	\$146,552.00	2,617	\$146,552.00	100.00%
	INCLUDES TAPPING EXISTING LINE & TRAFFIC CONTROL	LF	213.00	\$31,950.00	\$150.00		213.00	\$31,950.00	213	\$31,950.00	100.00%
	6" PVC	LF	60.00	\$2,280.00	\$38.00		60.00	\$2,280.00	60	\$2,280.00	100.00%
	5 1/4" FIRE HYDRANT	EA	4.00	\$17,200.00	\$4,300.00		4.00	\$17,200.00	4	\$17,200.00	100.00%
	8" GATE VALVE	EA	1.00	\$800.00	\$800.00		1.00	\$800.00	1	\$800.00	100.00%
	12" GATE VALVE	EA	2.00	\$2,400.00	\$1,200.00		2.00	\$2,400.00	2	\$2,400.00	100.00%
	ADJUST VALVE CASTINGS	EA	11.00	\$24,200.00	\$2,200.00		11.00	\$24,200.00	11	\$24,200.00	100.00%
	4" IRRIGATION SLEEVES	EA	1.00	\$34,000.00	\$34,000.00		1.00	\$34,000.00	1	\$34,000.00	100.00%
	2" IRRIGATION SERVICE	EA	164.00	\$4,100.00	\$25.00		164.00	\$4,100.00	164	\$4,100.00	100.00%
	AIR RELEASE VALVE	EA	2.00	\$2,600.00	\$1,300.00		2.00	\$2,600.00	2	\$2,600.00	100.00%
	TRENCH SAFETY	LF	5.00	\$8,000.00	\$1,600.00		5.00	\$8,000.00	5	\$8,000.00	100.00%
	STAKING WATER LINE	LS	2,617.00	\$2,617.00	\$1.00		2,617.00	\$2,617.00	2,617	\$2,617.00	100.00%
	TOTAL OFFSITE & PALMERA RIDGE BLVD - WATER			\$285,987.50			0.00	\$285,987.50	0	\$285,987.50	99.05%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
OFFSITE & PALMERA RIDGE BLVD - WASTEWATER											
8" PVC SDR26 8-10		LF	138.00	\$5,658.00	\$41.00	138.00	138.00	\$5,658.00	138	\$5,658.00	100.00%
8" PVC SDR26 10-12		LF	69.00	\$3,105.00	\$45.00	69.00	69.00	\$3,105.00	69	\$3,105.00	100.00%
8" PVC SDR26 12-14		LF	291.00	\$13,968.00	\$48.00	291.00	291.00	\$13,968.00	291	\$13,968.00	100.00%
8" PVC SDR26 14-16		LF	112.00	\$6,272.00	\$56.00	112.00	112.00	\$6,272.00	112	\$6,272.00	100.00%
12" PVC SDR26 0-9		LF	700.00	\$32,900.00	\$47.00	700.00	700.00	\$32,900.00	700	\$32,900.00	100.00%
12" PVC SDR26 8-10		LF	280.00	\$14,560.00	\$52.00	280.00	280.00	\$14,560.00	280	\$14,560.00	100.00%
12" PVC SDR26 10-12		LF	300.00	\$16,500.00	\$55.00	300.00	300.00	\$16,500.00	300	\$16,500.00	100.00%
12" PVC SDR26 12-14		LF	315.00	\$18,900.00	\$60.00	315.00	315.00	\$18,900.00	315	\$18,900.00	100.00%
12" PVC SDR26 14-16		LF	236.00	\$16,992.00	\$72.00	236.00	236.00	\$16,992.00	236	\$16,992.00	100.00%
12" PVC SDR26 16-18		LF	10.00	\$780.00	\$78.00	10.00	10.00	\$780.00	10	\$780.00	100.00%
MANHOLE TRENCH SAFETY		LF	2,392.00	\$2,392.00	\$1.00	2,392.00	2,392.00	\$2,392.00	2,392	\$2,392.00	100.00%
BOLTED & GASKETED MANHOLE		EA	4.00	\$17,600.00	\$4,400.00	4.00	4.00	\$17,600.00	4	\$17,600.00	100.00%
BOLTED, GASKETED & VENTED MANHOLE		EA	7.00	\$31,500.00	\$4,500.00	7.00	7.00	\$31,500.00	7	\$31,500.00	100.00%
EXTRA DEPTH MANHOLE		EA	1.00	\$4,900.00	\$4,900.00	1.00	1.00	\$4,900.00	1	\$4,900.00	100.00%
REMOVE PLUG & CONNECT TO EXISTING WW		VLF	20.00	\$8,000.00	\$400.00	20.00	20.00	\$8,000.00	20	\$8,000.00	100.00%
ADJUST MANHOLE CASTINGS		EA	1.00	\$2,000.00	\$2,000.00	1.00	1.00	\$2,000.00	1	\$2,000.00	100.00%
CEMENT STABILIZED SAND BEDDING		EA	4.00	\$400.00	\$100.00	4.00	4.00	\$400.00	4	\$400.00	100.00%
STAKING WASTEWATER LINE		LF	44.00	\$1,100.00	\$25.00	44.00	44.00	\$1,100.00	44	\$1,100.00	100.00%
TOTAL OFFSITE & PALMERA RIDGE BLVD - WASTEWATER			2,392.00	\$23,392.00	\$10.00	0.00	0.00	\$197,527.00	0	\$0.00	0.00%
OFFSITE & PALMERA RIDGE BLVD - EROSION											
REVEG ROW		SY	3,554.00	\$1,777.00	\$0.50	3,554.00	3,554.00	\$1,777.00	3,554	\$1,777.00	100.00%
REVEG OTHER		SY	28,745.00	\$14,372.50	\$0.50	28,745.00	28,745.00	\$14,372.50	28,745	\$14,372.50	100.00%
SOE		EA	2.00	\$2,000.00	\$2,000.00	2.00	2.00	\$2,000.00	2	\$2,000.00	100.00%
SILT FENCE		LF	2,100.00	\$9,250.00	\$22.50	2,100.00	2,100.00	\$9,250.00	2,100	\$9,250.00	100.00%
SILT FENCE (HIGH SIDE OF ROW AFTER STREETS ARE PAVED)		LF	2,000.00	\$5,000.00	\$2.50	2,000.00	2,000.00	\$5,000.00	2,000	\$5,000.00	100.00%
INLET PROTECTION		LF	350.00	\$2,450.00	\$7.00	350.00	350.00	\$2,450.00	350	\$2,450.00	100.00%
EROSION CONTROL BLANKET		SY	545.00	\$3,270.00	\$6.00	545.00	545.00	\$3,270.00	545	\$3,270.00	100.00%
12"-18" MORTARED ROCK		SY	704.00	\$67,584.00	\$96.00	704.00	704.00	\$67,584.00	704	\$67,584.00	100.00%
ROCK BERM		LF	360.00	\$7,200.00	\$20.00	360.00	360.00	\$7,200.00	360	\$7,200.00	100.00%
CONCRETE WASHOUT		LS	1.00	\$2,000.00	\$2,000.00	1.00	1.00	\$2,000.00	1	\$2,000.00	100.00%
TOTAL OFFSITE & PALMERA RIDGE BLVD - EROSION			110,903.50	\$110,903.50	\$2,000.00	0.00	0.00	\$110,903.50	0	\$110,903.50	100.00%
CHANGE ORDER #1 - 24" DI LOOP CONNECTION & VERTICAL OFFSET											
EAST SIDE RONALD REAGAN BLVD		EA	2.00	\$4,550.00	\$2,275.00	2.00	2.00	\$4,550.00	2	\$4,550.00	100.00%
ADD - 24" DI 90 DEGREE BENDS (RESTRAINED)		EA	1.00	\$1,200.00	\$1,200.00	1.00	1.00	\$1,200.00	1	\$1,200.00	100.00%
ADD - 24" FOSTER ADAPTOR		EA	1.00	\$7,900.00	\$7,900.00	1.00	1.00	\$7,900.00	1	\$7,900.00	100.00%
WEST SIDE RONALD REAGAN BLVD - DUE TO GAS LINE CONFLICT		EA	4.00	\$7,900.00	\$1,975.00	4.00	4.00	\$7,900.00	4	\$7,900.00	100.00%
ADD - DEMO EXISTING CASING PIPE		LS	1.00	\$1,100.00	\$1,100.00	1.00	1.00	\$1,100.00	1	\$1,100.00	100.00%
TOTAL CHANGE ORDER #1			14,750.00	\$14,750.00	\$1,100.00	0.00	0.00	\$14,750.00	0	\$14,750.00	100.00%
CHANGE ORDER #2 - PLAN CHANGES											
DELETE - ROCK TREE WELLS		LF	-765.00	-\$53,550.00	\$70.00	0.00	0.00	\$0.00	0	\$0.00	0.00%
ADD - ROCK TREE WELLS		LF	290.00	\$22,330.00	\$77.00	0.00	0.00	\$0.00	0	\$0.00	0.00%
DELETE - EROSION CONTROL BLANKET		SY	-195.00	-\$1,170.00	\$6.00	-195.00	-195.00	-\$1,170.00	-195	-\$1,170.00	100.00%
ADD - INCREASED POND P1114 & P1118 COST		LS	1.00	\$77,264.75	\$77,264.75	1.00	1.00	\$77,264.75	1	\$77,264.75	100.00%
Issues a steep slopes and curves. Also includes modified intake system for the aeration system due to changes in pond depth. Additional lengths of pond and fountain cable required.											
TOTAL CHANGE ORDER #2			44,874.75	\$44,874.75	\$76,094.75	0.00	0.00	\$76,094.75	0	\$76,094.75	169.57%
CHANGE ORDER #3											
DELETE - 1" AARY/Rev #1 02/09/15		EA	-1.00	-\$1,600.00	\$1,600.00	-1.00	-1.00	-\$1,600.00	-1	-\$1,600.00	100.00%
ADD - ROCK TREE WELLS		LF	3,500.00	\$3,927.00	\$77.00	0.00	0.00	\$0.00	0	\$0.00	0.00%
ADD - TREE PROTECTION @ COMMERCIAL LOT		LF	33.00	\$10,500.00	\$320.00	3,500.00	3,500.00	\$10,500.00	3,500	\$10,500.00	100.00%
ADD - 12" PVC 900 DR 14		LF	70.00	\$3,920.00	\$56.00	70.00	70.00	\$3,920.00	70	\$3,920.00	100.00%
ADD - 12" VIEV CONNECT		LS	1.00	\$2,400.00	\$2,400.00	1.00	1.00	\$2,400.00	1	\$2,400.00	100.00%
DELETE - REVEG ROW (OFFSITE & PALMERA RIDGE BLVD)		SY	-3,554.00	-\$1,777.00	\$0.50	-3,554.00	-3,554.00	-\$1,777.00	-3,554	-\$1,777.00	100.00%
TOTAL CHANGE ORDER #3			17,370.00	\$17,370.00	\$50.50	0.00	0.00	\$13,443.00	0	\$13,443.00	77.39%
STREETS CONTRACT											
STREETS - INTERNAL LOCAL											
SUBGRADE PREPARATION		SY	26,430.00	\$58,146.00	\$2.20	26,430.00	26,430.00	\$58,146.00	26,430	\$58,146.00	100.00%
8" CRUSHED LIMESTONE BASE		SY	26,430.00	\$211,440.00	\$8.00	26,430.00	26,430.00	\$211,440.00	26,430	\$211,440.00	100.00%
1.5" HMAC		SY	20,204.00	\$173,754.40	\$8.60	20,204.00	20,204.00	\$173,754.40	20,204	\$173,754.40	100.00%
CURB & GUTTER		SY	12,858.00	\$154,286.00	\$12.00	12,858.00	12,858.00	\$154,286.00	12,858	\$154,286.00	100.00%
RIBBON CURB		SY	82.00	\$1,640.00	\$20.00	82.00	82.00	\$1,640.00	82	\$1,640.00	100.00%
4" CONCRETE SIDEWALK		LF	910.00	\$20,020.00	\$22.00	910.00	910.00	\$20,020.00	910	\$20,020.00	100.00%
CURB RAMPS		LF	42.00	\$46,200.00	\$1,100.00	42.00	42.00	\$46,200.00	42	\$46,200.00	100.00%
STREET END MARKERS		EA	5.00	\$3,000.00	\$600.00	5.00	5.00	\$3,000.00	5	\$3,000.00	100.00%
DEMO EXISTING STREET (AIRPORT DRIVE)		LS	1.00	\$10,000.00	\$10,000.00	0.00	0.00	\$0.00	0	\$0.00	0.00%
STREET SIGN W/STOP BAR		EA	32.00	\$16,000.00	\$500.00	32.00	32.00	\$16,000.00	32	\$16,000.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	CURB & GUTTER STAKING	LF	12,858.00	\$12,858.00	\$1.00		0.00	\$0.00	0	\$0.00	0.00%
	TOTAL STREETS			\$709,384.40				\$686,498.40			96.78%
	PALMERA RIDGE BLVD.										
	SUBGRADE PREPARATION	SY	12,403.00	\$27,286.60	\$2.20		12,403.00	\$27,286.60	12,403	\$27,286.60	100.00%
	1" CRUSHED LIMESTONE BASE	SY	12,403.00	\$136,433.00	\$11.00		12,403.00	\$136,433.00	12,403	\$136,433.00	100.00%
	Z HMA/C	SY	10,729.00	\$120,164.80	\$11.20		10,729.00	\$120,164.80	10,729	\$120,164.80	100.00%
	CURB & GUTTER	LF	4,300.00	\$51,600.00	\$12.00		4,300.00	\$51,600.00	4,300	\$51,600.00	100.00%
	RIBBON CURB	LF	82.00	\$1,640.00	\$20.00		82.00	\$1,640.00	82	\$1,640.00	100.00%
	4" CONCRETE SIDEWALK (NORTH SIDE)	LF	1,646.00	\$36,212.00	\$22.00		1,646.00	\$36,212.00	1,646	\$36,212.00	100.00%
	CURB RAMPS	EA	10.00	\$11,000.00	\$1,100.00		10.00	\$11,000.00	10	\$11,000.00	100.00%
	STREET END MARKERS	EA	1.00	\$1,000.00	\$1,000.00		1.00	\$1,000.00	1	\$1,000.00	100.00%
	DEMO EXISTING ASPHALT, CULVERT, & FENCE @ ENTRY	LS	1.00	\$2,000.00	\$2,000.00		0.00	\$0.00	0	\$0.00	0.00%
	STREET SIGN W/STOP BAR	EA	1.00	\$500.00	\$500.00		1.00	\$500.00	1	\$500.00	100.00%
	TRAFFIC CONTROL	LS	1.00	\$2,000.00	\$2,000.00		0.00	\$0.00	0	\$0.00	0.00%
	CURB & GUTTER STAKING	LF	4,300.00	\$4,300.00	\$1.00		0.00	\$0.00	0	\$0.00	0.00%
	TOTAL STREETS			\$394,136.40				\$385,836.40			97.89%
	CHANGE ORDER #1 - PAVEMENT DESIGN CHANGES per M/LA Letter 04/16/15										
	DEDUCT - 8" FLEX BASE (LOCAL STREETS)	SY	-1,755.00	-\$14,040.00	\$8.00		-1,755.00	-\$14,040.00	-1,755	-\$14,040.00	100.00%
	DEDUCT - 11" FLEX BASE (NEIGHBORHOOD COLLECTOR)	SY	-1,176.00	-\$12,936.00	\$11.00		-1,176.00	-\$12,936.00	-1,176	-\$12,936.00	100.00%
	ADD - 15" FLEX BASE (LOCAL STREETS)	SY	1,755.00	\$26,325.00	\$15.00		1,755.00	\$26,325.00	1,755	\$26,325.00	100.00%
	ADD - 21" FLEX BASE (NEIGHBORHOOD COLLECTOR)	SY	1,176.00	\$24,696.00	\$21.00		1,176.00	\$24,696.00	1,176	\$24,696.00	100.00%
	TOTAL CHANGE ORDER #1			\$24,045.00				\$24,045.00			100.00%
	CHANGE ORDER #2 - PLAN CHANGES REV # 1 02/09/15										
	ADD - SIDEWALK PASSING ZONES	EA	6.00	\$1,110.00	\$185.00		6.00	\$1,110.00	6	\$1,110.00	100.00%
	ADD - PRIVATE DRIVEWAY ON AIRPORT DRIVE	EA	1.00	\$10,400.00	\$10,400.00		0.00	\$0.00	0	\$0.00	0.00%
	TOTAL - CHANGE ORDER #2			\$11,510.00				\$1,110.00		\$1,110.00	9.64%
	TOTAL CONTRACT (STREETS & UTILITIES)			\$5,362,974.55				\$4,600,482.80		\$4,600,482.80	85.78%



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

STATE OF TEXAS ,
COUNTY OF TRAVIS ,

Date: September 24, 2015

Developer: Palmera Ridge Development, Inc.

Contractor/Material
Provider ("Affiant"): Cash Construction Company, Inc.

Project : Palmera Ridge Section 1

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 24th day of September, 2015.

Initialed: _____

AFFIANT:

Signature: 

Typed Name: Michael Nixon

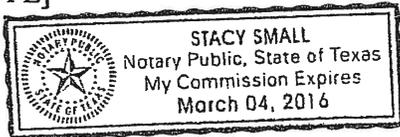
Title: Secretary/Treasurer

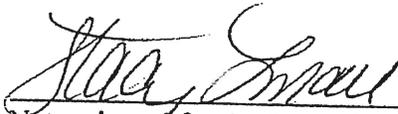
STATE OF TEXAS :
 :
COUNTY OF TRAVIS :

BEFORE ME the undersigned authority on this day personally appeared Michael Nixon, 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 24th day of September, 2015.

[S E A L]




Notary in and for the State of Texas

Name: Stacy Small

My commission expires: March 4, 2016

Initialed: _____



Executive Summary

December 3, 2015

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Palmera Ridge Section 2

Background: The subdivision infrastructure improvements required for Palmera Ridge Section 2 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 **December 3, 2015**, which will provide warranty and maintenance coverage for the infrastructure improvements through **December 3, 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

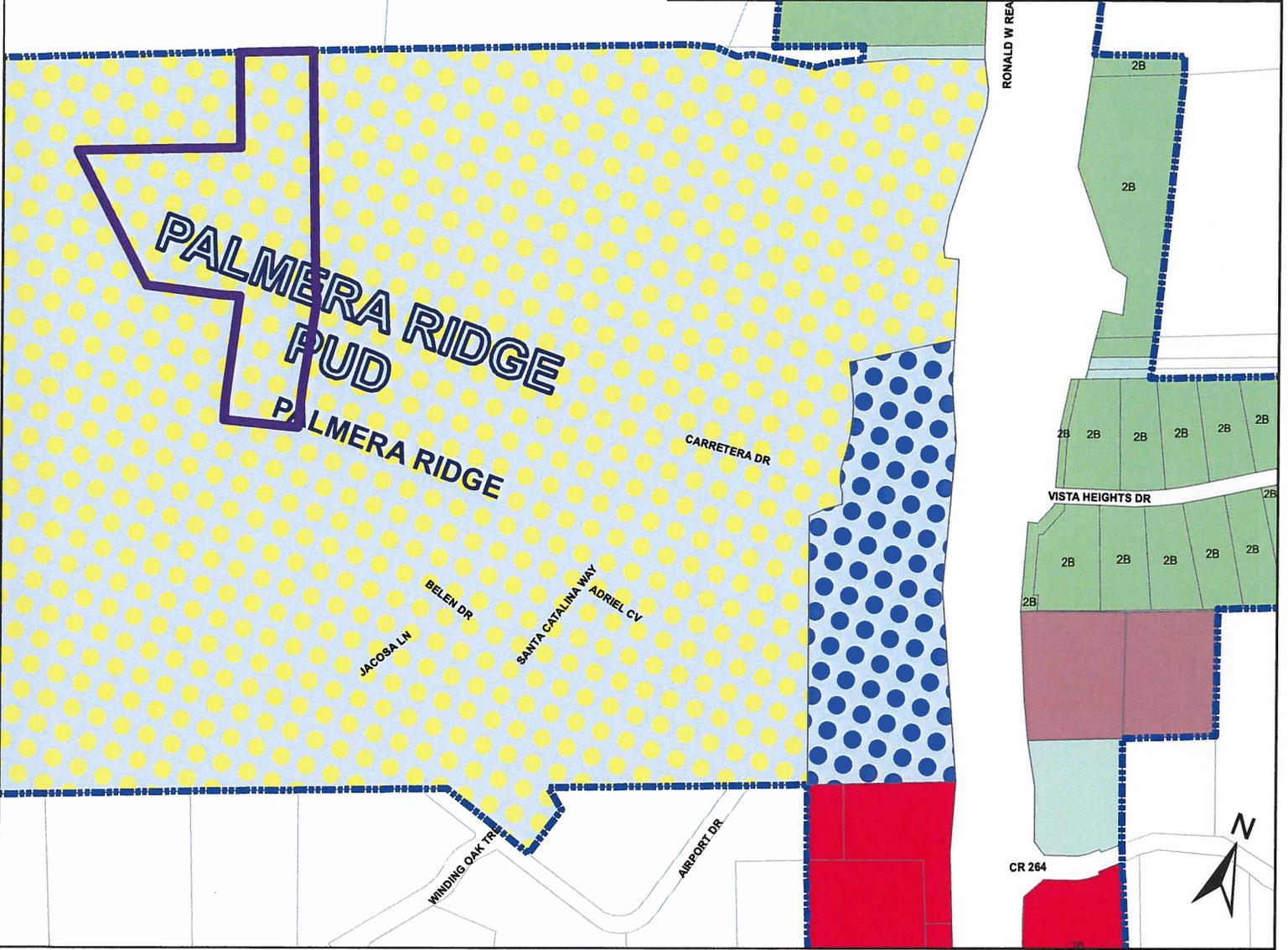
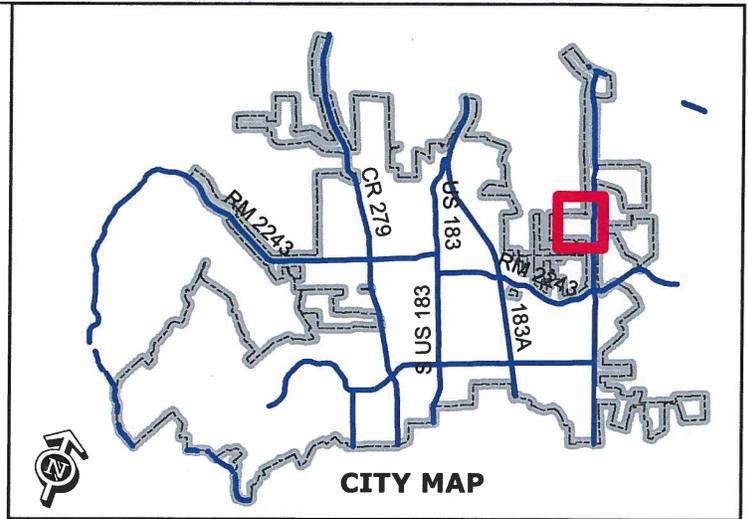
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Palmera Ridge Section 2.

Attachments: Location Map, Engineer's Concurrence Letter, ADA Inspection, 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.

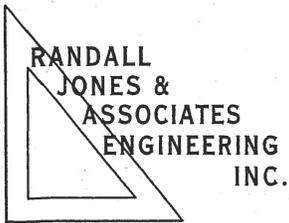


SUBDIVISION ACCEPTANCE

Location Map - Palmera Ridge: 2

	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		

0 400 Feet



1212 EAST BRAKER LANE • AUSTIN, TEXAS 78753

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:

Palmera Ridge MUD

Owner of Property if Other than District:

Palmera Ridge Development, Inc.

Kind of Project, Contract Identification:

Palmera Ridge Section 2 Street Excavation and Drainage, Water, Wastewater, and Erosion Control Improvements

Name of Contractor: Cash Construction Company, Inc.

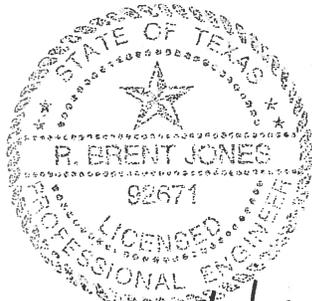
Name of Consulting Engineer: Randall Jones & Associates Engineering, Inc. / TBPE
Reg. No. F-9784

Address of Consulting Engineer: 2900 Jazz St, Round Rock, TX 78664

I certify that this Project was complete on October 6, 2015; that the project was under observation, under the supervision of City of Leander; that to the best of my knowledge the Project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" have been furnished to the City and District.

Based on our inspection of the facilities, we recommend acceptance of the water, wastewater, and drainage facilities for the above referenced projects, for operations and maintenance.

This concurrence letter does not include the inspection or approval of any ADA related improvements. The opinion expressed in this letter is based on a general visual observation of the project.



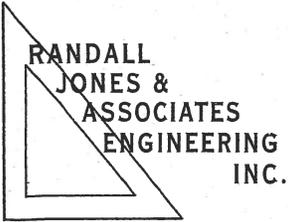
10/21/15

Signature

Texas Registration Number

92671

T: TCEQengconc



1212 EAST BRAKER LANE • AUSTIN, TEXAS 78753

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
ENGINEER'S CERTIFICATE OF COMPLETION OF WATER DISTRICT PROJECT

Name of District:
Palmera Ridge MUD

Owner of Property if Other than District:
Palmera Ridge Development, Inc.

Kind of Project, Contract Identification:
Palmera Ridge Section 2 Street Improvements

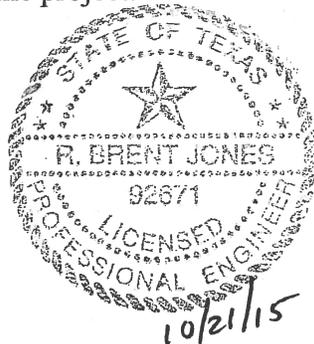
Name of Contractor: Cash Construction Company, Inc.

Name of Consulting Engineer: Randall Jones & Associates Engineering, Inc. / TBPE
Reg. No. F-9784

Address of Consulting Engineer: 2900 Jazz St, Round Rock, TX 78664

I certify that this Project was complete on October 6, 2015; that the project was under observation, under the supervision of City of Leander; that to the best of my knowledge the Project was in accordance with and includes all items in plans and specifications approved by all authorities having jurisdiction; and "Record Drawings" have been furnished to the City and District.

This concurrence letter does not include the inspection or approval of any ADA related improvements. The opinion expressed in this letter is based on a general visual observation of the project.



T: TCEQ st engconc



Signature
Texas Registration Number
92671

October 21, 2015

Amy Lynn Payne
Senior Project Manager
Blake Magee Company
1011 North Lamar
Austin, TX 78703

Re: TAS Inspection – Palmera Ridge Section 2 Project

Dear Ms. Payne,

This report presents the findings of the on-site inspection for the Palmera Ridge Section 2 Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on October 20, 2015 which included the review of the following elements:

- Curb ramps in section 2 of the Palmera Ridge project
- Segments of sidewalk in section 2 of the Palmera Ridge project
- Crosswalks in section 2 of the Palmera Ridge project

All elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

Feel free to contact me at (512) 410-7059 or at apl@alturalp.com with any questions.

Sincerely,



Andrea LaCour, RAS #1313

MAINTENANCE BOND
Subdivision Improvements
Bond No. PRF9178264MNT-1

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Cash Construction Company, Inc. as Principal, whose address is P.O. Box 1279, Pflugerville, Texas 78691 and Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company a Corporation organized under the laws of the State of Maryland, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Seven Thousand Seven Hundred Seventy Three and 83/100's Dollars (\$107,773.83) 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 Palmera Ridge Section 2 – Street Excavation and Drainage, Erosion Control, Street Improvements, Water and Wastewater Improvements (*insert description of subdivision improvements*) (the “improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 2nd day of October, 2015.

Cash Construction Company, Inc.
Principal

Fidelity and Deposit Company of Maryland,
Colonial American Casualty and Surety Company
Surety

By: [Signature]

By: [Signature]

Title: V.P.

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

Address: _____

Address: _____

P.O. Box 1279

1400 American Lane, Tower I, 18th Floor

Pflugerville, Texas 78691

Schaumburg, IL 60196-1056

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

Ballew Surety Agency, Inc., David S. Ballew

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



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **JAMES M. CARROLL, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David S. BALLEW, of Austin, Texas**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians.** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of December, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: Eric D. Barnes
Eric D. Barnes
Secretary
Eric D. Barnes

James M. Carroll
James M. Carroll
Vice President
James M. Carroll

State of Maryland
County of Baltimore

On this 12th day of December, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **JAMES M. CARROLL, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015



Fidelity and Deposit Companies

Home Office: 3910 Keswick Road Baltimore, MD 21211

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company, and/or Zurich American Insurance Company's toll-free telephone number for information or to make a complaint at:

1-800-654-5155

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**

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning the premium or about a claim, you should first contact Fidelity and Deposit Company of Maryland or Colonial American Casualty and Surety Company. 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.

TO: PALMERA RIDGE DEVELOPMENT, INC.
 1011 NORTH LAMAR
 AUSTIN, TEXAS 78703

FROM: CASH CONSTRUCTION COMPANY, INC.
 P.O. BOX 1279
 PFLUGERVILLE TX. 78691

FINAL COST & QUANTITIES

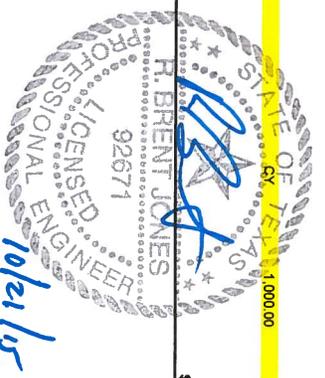
JOB NAME: PALMERA RIDGE SECTION 2 - STREETS & UTILITIES
 JOB#: 747

DATE: 10/01/2015

MAINTENANCE BOND AMOUNT \$1,011,474.75

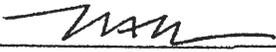
ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
UTILITIES CONTRACT											
STREET EXCAVATION & DRAINAGE											
	CLEARING OTHER	SY	10,308.00	\$20,616.00	\$2.00		10,308.00	\$20,616.00	10,308	\$20,616.00	100.00%
	EXCAVATION	SY	233.00	\$466.00	\$2.00		233.00	\$466.00	233	\$466.00	100.00%
	18" CLASS III RCP	SY	10,308.00	\$41,232.00	\$4.00		10,308.00	\$41,232.00	10,308	\$41,232.00	100.00%
	24" CLASS III RCP	LF	670.00	\$30,150.00	\$45.00		670.00	\$30,150.00	670	\$30,150.00	100.00%
	30" CLASS III RCP	LF	240.00	\$16,320.00	\$68.00		240.00	\$16,320.00	240	\$16,320.00	100.00%
	42" CLASS III RCP	LF	165.00	\$16,290.00	\$98.00		165.00	\$16,290.00	165	\$16,290.00	100.00%
	48" CLASS III RCP	LF	331.00	\$46,340.00	\$140.00		331.00	\$46,340.00	331	\$46,340.00	100.00%
	10" INLET	EA	211.00	\$34,815.00	\$165.00		211.00	\$34,815.00	211	\$34,815.00	100.00%
	4" MANHOLE	EA	15.00	\$3,600.00	\$240.00		15.00	\$3,600.00	15	\$3,600.00	100.00%
	5X7' JUNCTION BOX	EA	1.00	\$3,000.00	\$3,000.00		1.00	\$3,000.00	1	\$3,000.00	100.00%
	ADJUST MANHOLE CASTINGS	EA	3.00	\$10,800.00	\$3,600.00		3.00	\$10,800.00	3	\$10,800.00	100.00%
	TRENCH SAFETY	LF	1,638.00	\$819.00	\$0.50		1,638.00	\$819.00	1,638	\$819.00	100.00%
	REMOVE EXISTING BERM	LS	1.00	\$5,000.00	\$5,000.00		0.00	\$0.00	0	\$0.00	0.00%
	6" CONCRETE TRAIL	LF	120.00	\$3,120.00	\$26.00		120.00	\$3,120.00	120	\$3,120.00	100.00%
	GRAVING TO INSURE PROPER DRAINAGE	LS	1.00	\$40,000.00	\$40,000.00		0.00	\$0.00	0	\$0.00	0.00%
	STAKING TO STAKING & CUT SHEETS	LS	1.00	\$2,047.50	\$1.25		0.00	\$0.00	0	\$0.00	0.00%
	RESET FINAL PINS (44SF LOTS)	LS	1.00	\$1,500.00	\$1,500.00		1.00	\$1,500.00	1	\$1,500.00	100.00%
	LOT GRADING VERIFICATION	LS	1.00	\$3,300.00	\$3,300.00		1.00	\$3,300.00	1	\$3,300.00	100.00%
	TOTAL STREET EXCAVATION & DRAINAGE			\$331,605.50	\$1,500.00		0.00	\$0.00	0	\$0.00	85.36%
WATER											
	8" PVC-900 DR-14	LF	2,063.00	\$78,394.00	\$38.00		2,063.00	\$78,394.00	2,063	\$78,394.00	100.00%
	5 1/4" FIRE HYDRANT	EA	5.00	\$21,000.00	\$4,200.00		5.00	\$21,000.00	5	\$21,000.00	100.00%
	8" GATE VALVE	EA	8.00	\$9,600.00	\$1,200.00		8.00	\$9,600.00	8	\$9,600.00	100.00%
	ADJUST VALVE CASTINGS	EA	16.00	\$1,600.00	\$100.00		16.00	\$1,600.00	16	\$1,600.00	100.00%
	DOUBLE SERVICE	EA	21.00	\$25,200.00	\$1,200.00		21.00	\$25,200.00	21	\$25,200.00	100.00%
	SINGLE SERVICE	EA	3.00	\$2,700.00	\$900.00		3.00	\$2,700.00	3	\$2,700.00	100.00%
	TRENCH SAFETY	LF	2,063.00	\$1,031.50	\$0.50		2,063.00	\$1,031.50	2,063	\$1,031.50	100.00%
	BLOW OFF VALVE	EA	3.00	\$3,300.00	\$1,100.00		3.00	\$3,300.00	3	\$3,300.00	100.00%
	STAKING WATER LINE	LF	2,063.00	\$2,063.00	\$1.00		0.00	\$0.00	0	\$0.00	0.00%
	TOTAL WATER	LS	1.00	\$1,500.00	\$1,500.00		0.00	\$0.00	0	\$0.00	0.00%
	WASTEWATER			\$148,588.50	\$1,500.00		0.00	\$142,825.50	0	\$142,825.50	97.57%
EROSION											
	REVEG ROW	SY	3,736.00	\$1,868.00	\$0.50		3,736.00	\$1,868.00	3,736	\$1,868.00	100.00%
	REVEG OTHER	SY	183.00	\$76.50	\$0.50		183.00	\$76.50	183	\$76.50	100.00%
	SILT FENCE	LF	1,100.00	\$2,750.00	\$2.50		1,100.00	\$2,750.00	1,100	\$2,750.00	100.00%
	SILT FENCE (HIGH SIDE OF ROW/AFTER STREETS ARE PAVED)	LF	1,300.00	\$3,750.00	\$2.85		1,300.00	\$3,750.00	1,300	\$3,750.00	100.00%
	INLET PROTECTION	LF	150.00	\$10,500.00	\$70.00		150.00	\$10,500.00	150	\$10,500.00	100.00%
	TREE PROTECTION	LF	450.00	\$1,350.00	\$3.00		450.00	\$1,350.00	450	\$1,350.00	100.00%
	TOTAL EROSION			\$20,294.50	\$3.00			\$20,294.50		\$20,294.50	100.00%
PALMERA RIDGE BLVD - STREET EXCAVATION & DRAINAGE											
	CLEARING	SY	1,657.00	\$3,314.00	\$2.00		1,657.00	\$3,314.00	1,657	\$3,314.00	100.00%
	EXCAVATION	SY	1,657.00	\$6,628.00	\$4.00		1,657.00	\$6,628.00	1,657	\$6,628.00	100.00%
	18" CLASS III RCP	LF	57.00	\$2,565.00	\$45.00		57.00	\$2,565.00	57	\$2,565.00	100.00%
	TOTAL			\$12,507.00	\$45.00			\$12,507.00		\$12,507.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS ESTIMATE QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANTITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
48'	CLASS III RCP	LF	131.00	\$21,615.00	\$165.00	131.00	131.00	\$21,615.00	131	\$21,615.00	100.00%
5x7'	JUNCTION BOX	EA	1.00	\$3,400.00	\$3,400.00	1.00	1.00	\$3,400.00	1	\$3,400.00	100.00%
10'	INLET	EA	1.00	\$3,600.00	\$3,600.00	1.00	1.00	\$3,600.00	1	\$3,600.00	100.00%
TRENCH SAFETY		LF	188.00	\$94.00	\$0.50	188.00	188.00	\$94.00	188	\$94.00	100.00%
6"	CONCRETE TRAIL	LF	230.00	\$6,900.00	\$30.00	230.00	230.00	\$6,900.00	230	\$6,900.00	100.00%
STRAINING STORMSEWER		LF	188.00	\$235.00	\$1.25	0.00	0.00	\$0.00	0	\$0.00	0.00%
ROUGH CUT STAKING & CUT SHEETS		LS	1.00	\$500.00	\$500.00	1.00	1.00	\$500.00	1	\$500.00	100.00%
RESET FINAL PINS		LS	1.00	\$500.00	\$500.00	1.00	1.00	\$500.00	1	\$500.00	100.00%
TOTAL PALMERIA RIDGE BLVD - STREET EXCAVATION & DRAINAGE				\$51,351.00	\$500.00			\$51,116.00		\$51,116.00	99.54%
PALMERIA RIDGE BLVD - WATER											
12"	PVC-900 DR-14	EA	230.00	\$16,560.00	\$72.00	230.00	230.00	\$16,560.00	230	\$16,560.00	100.00%
8"	GATE VALVE	EA	1.00	\$1,200.00	\$1,200.00	1.00	1.00	\$1,200.00	1	\$1,200.00	100.00%
12"	GATE VALVE	EA	1.00	\$2,300.00	\$2,300.00	1.00	1.00	\$2,300.00	1	\$2,300.00	100.00%
ADJUST VALVE CASTINGS		EA	3.00	\$300.00	\$100.00	3.00	3.00	\$300.00	3	\$300.00	100.00%
IRRIGATION SLEEVES		EA	1.00	\$3,500.00	\$3,500.00	1.00	1.00	\$3,500.00	1	\$3,500.00	100.00%
AIR RELEASE VALVE		EA	1.00	\$1,200.00	\$1,200.00	1.00	1.00	\$1,200.00	1	\$1,200.00	100.00%
TRENCH SAFETY		LF	230.00	\$1,050.00	\$4.50	230.00	230.00	\$1,050.00	230	\$1,050.00	100.00%
2-4"	IRRIGATION SLEEVES	LF	70.00	\$1,980.00	\$28.00	0.00	0.00	\$0.00	0	\$0.00	0.00%
WET CONNECTION		EA	1.00	\$1,500.00	\$1,500.00	1.00	1.00	\$1,500.00	1	\$1,500.00	100.00%
BLIND OFF VALVE		EA	1.00	\$1,100.00	\$1,100.00	1.00	1.00	\$1,100.00	1	\$1,100.00	100.00%
STRAINING WATER LINE		LS	230.00	\$230.00	\$1.00	0.00	0.00	\$0.00	0	\$0.00	0.00%
TOTAL PALMERIA RIDGE BLVD - WATER				\$29,985.00	\$100.00			\$27,775.00		\$27,775.00	92.69%
PALMERIA RIDGE BLVD - EROSION											
REVEG ROW		SY	492.00	\$246.00	\$0.50	492.00	492.00	\$246.00	492	\$246.00	100.00%
SOE		EA	1.00	\$1,000.50	\$1,000.50	1.00	1.00	\$1,000.50	1	\$1,000.50	100.00%
SILT FENCE		LF	1,030.00	\$2,575.00	\$2.50	1,030.00	1,030.00	\$2,575.00	1,030	\$2,575.00	100.00%
SILT FENCE (HIGH SIDE OF ROW AFTER STREETS ARE PAVED)		LF	230.00	\$575.00	\$2.50	230.00	230.00	\$575.00	230	\$575.00	100.00%
INLET PROTECTION		LF	10.00	\$700.00	\$70.00	10.00	10.00	\$700.00	10	\$700.00	100.00%
TOTAL PALMERIA RIDGE BLVD - EROSION				\$5,096.50	\$70.00			\$5,096.50		\$5,096.50	100.00%
UTILITIES CONTRACT											
STREETS - INTERNAL LOCAL											
PALMERIA RIDGE BLVD.											
SUBGRADE PREPARATION		SY	7,650.00	\$19,125.00	\$2.50	7,650.00	7,650.00	\$19,125.00	7,650	\$19,125.00	100.00%
8"	BASE	SY	7,650.00	\$84,150.00	\$11.00	7,650.00	7,650.00	\$84,150.00	7,650	\$84,150.00	100.00%
1.5"	HMAC	SY	5,892.00	\$45,058.00	\$7.60	5,892.00	5,892.00	\$45,058.00	5,892	\$45,058.00	100.00%
CURB & GUTTER		SY	5,359.00	\$42,468.00	\$7.92	5,359.00	5,359.00	\$42,468.00	5,359	\$42,468.00	100.00%
BARRICADE		LF	3.00	\$3,300.00	\$1,100.00	3.00	3.00	\$3,300.00	3	\$3,300.00	100.00%
4"	CONCRETE SIDEWALK	LF	168.00	\$3,864.00	\$23.00	168.00	168.00	\$3,864.00	168	\$3,864.00	100.00%
CURB RAMPS		EA	12.00	\$9,600.00	\$800.00	12.00	12.00	\$9,600.00	12	\$9,600.00	100.00%
SPEED LIMIT SIGNS		EA	3.00	\$510.00	\$170.00	3.00	3.00	\$510.00	3	\$510.00	100.00%
STREET SIGN W/STOP BAR		EA	2.00	\$1,500.00	\$750.00	2.00	2.00	\$1,500.00	2	\$1,500.00	100.00%
CONCRETE VALLEY GUTTER		EA	2.00	\$7,400.00	\$3,700.00	2.00	2.00	\$7,400.00	2	\$7,400.00	100.00%
CURB & GUTTER STAKING		LF	3,539.00	\$3,539.00	\$1.00	0.00	0.00	\$0.00	0	\$0.00	0.00%
TOTAL STREETS				\$220,512.00	\$28.00			\$216,973.00		\$216,973.00	98.40%
CHANGE ORDER #1											
STREETS - INTERNAL LOCAL											
PALMERIA RIDGE BLVD											
ADD - 18" LOW PI SUB-BASE (INCL. 18" OVER-EXCAVATION)		SY	1,499.00	\$7,869.75	\$5.25	1,499.00	1,499.00	\$7,869.75	1,499	\$7,869.75	100.00%
ADD - 18" LOW PI SUB-BASE (INCL. 18" OVER-EXCAVATION)		SY	1,218.00	\$6,394.50	\$5.25	1,218.00	1,218.00	\$6,394.50	1,218	\$6,394.50	100.00%
TOTAL CHANGE ORDER #1				\$14,264.25	\$12.00			\$14,264.25		\$14,264.25	100.00%
CHANGE ORDER #2											
ADD - HAUL OFF DRY UTILITY SPOILS											
TOTAL CHANGE ORDER #2				\$4,150.00	\$4.15	0.00	0.00	\$0.00	0	\$0.00	0.00%
TOTAL CONTRACT				\$1,077,738.25	\$107.77			\$1,011,474.75		\$1,011,474.75	93.85%



10/21/15

AFFIANT:

Signature: 

Typed Name: Michael Nixon

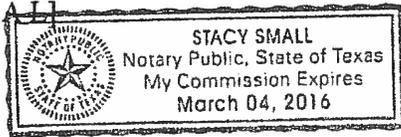
Title: Secretary/Treasurer

STATE OF TEXAS :
:
COUNTY OF TRAVIS :

BEFORE ME the undersigned authority on this day personally appeared Michael Nixon, 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 7th day of October, 2015.

[SEAL]




Notary in and for the State of Texas

Name: Stacy Small

My commission expires: March 4, 2016

Initialed: _____



Executive Summary

December 3, 2015

Subject: Special Permit for an Cancer Fundraiser in Bledsoe Park

Background: The City received a request to waive park closing hours for a special permit for a fundraising event sponsored by Austin EMS staff member for a colleague diagnosed with testicular cancer.

The fundraiser is a BBQ cook-off/raffle scheduled for Saturday, December 5th in Robin Bledsoe Park. A special permit is required to waive the park's regular 10 pm closing time to allow the group to begin to set up, cook and stay in the park overnight beginning Friday evening, December 4th.

Financial Consideration: None

Recommendation: Staff respectfully requests City Council approval of the Special Permit to waive Bledsoe Park closing hours on December 4th and 5th, 2015 for an Austin EMS fundraiser.

Attachments: Special Permit Application

Prepared by: Stephen Bosak, Parks & Recreation Director

Special Event Permit Application

Applicant/Organization Name: Brandon Taylor

Type of Event: Fundraiser

Name & Contact Information of Responsible Individual:

Brandon Taylor, Captain

Field Operations

Austin/Travis County EMS

C: 512.299.0207

Brandon.Taylor@austintexas.gov

Description of Event:

Austin EMS staff will hold a fundraiser to raise money for the family of a colleague that was diagnosed with testicular cancer. The event will be a BBQ cook-off/raffle on December 5th in Bledsoe Park and a special event permit is needed to waive park closing ours so the organizers can set up, cook and stay in the park overnight beginning Friday, December 4th.

The event is open to the general public and there will be no admission charge.

City Services Needed:

Utilities & Services Needed: Electricity, Restrooms & Water provided by the City of Leander

Sanitation/Litter Pick Up: Applicant

Security: Applicant

Traffic Control: Applicant

Will alcohol be sold? No

Will the proposed activity interfere or detract from the general public use of the area? No

Will the proposed activity adversely impact or affect City, adjacent/nearby property owners? No

Will the activity cause/create health or safety risks to the public or damage to other property? No.

Will the event require local or state permits, or violate any federal, state or municipal laws? No.

What measures will be taken to prevent/minimize adverse impacts or affects? Austin EMS staff will be present to manage the event to prevent/minimize potential adverse impacts or affects.

Proof of Insurance: Provided by Applicant

Brandon Taylor

Captain, Austin EMS

December 3, 2015

From: "Taylor, Brandon" <Brandon.Taylor@austintexas.gov>
Date: November 24, 2015 at 12:20:23 AM CST
To: "cfielder@leandertx.gov" <cfielder@leandertx.gov>
Subject: Austin EMS Paramedic Cancer Fundraiser

Mayor Fielder,

My name is Brandon Taylor and I am a Captain With Austin EMS. I am writing this evening with a heavy heart and a request. One of our fellow paramedics and a good friend of mine has recently been diagnosed with testicular Cancer and is currently undergoing chemotherapy. We are holding a benefit cook-off/raffle fundraiser for him at Bledsoe park on December 5th. I spoke with the parks director today who was extremely helpful. I had initially requested that we could arrive Friday night and start cooking early Saturday morning. He informed me that the park hours are from 0500 to 2200 unless otherwise approved by city council as it has been approved in the past. The last cook-off we did at this park was for a police officer who also had cancer and it was approved for an overnight stay. It was a great time for us to meet, talk, and spend some quality time together. My request is this:

Could you approve for us to arrive Friday night and stay to gather and prepare our equipment for the cookoff on Saturday morning. We would arrive Friday afternoon and would leave by closing hours on Saturday.

Your help is greatly appreciated.

Thank you Mayor.

Sincerely,

Brandon Taylor, Captain
Field Operations
Austin/Travis County EMS
C: 512.299.0207



Executive Summary

December 3, 2015

Agenda Subject: First public hearing on the proposed annexation of 37.079 acres, more or less, of land generally located west of Ronald Reagan Blvd. and north of the South San Gabriel River in Williamson County, Texas.

Background: The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its October 15, 2015 meeting. The property includes approximately 37.079 acres on the west side of Ronald Reagan Blvd just north of the South San Gabriel River. The resolution set the two public hearings for December 3, 2015 and December 17, 2015. The first reading of the ordinance is scheduled for January 7, 2016 and the second and final reading is scheduled for January 21, 2016.

This is a voluntary annexation.

Origination: Applicants

Recommendation: Staff recommends conducting the first public hearing.

Attachments:

1. Annexation schedule
2. Location maps
3. Annexation resolution and service plan
4. Annexation petition

Prepared by: Tom Yantis, AICP
Assistant City Manager

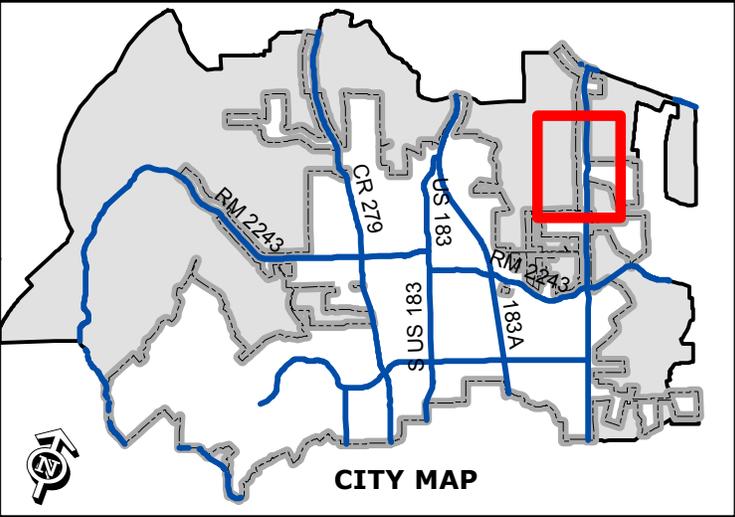
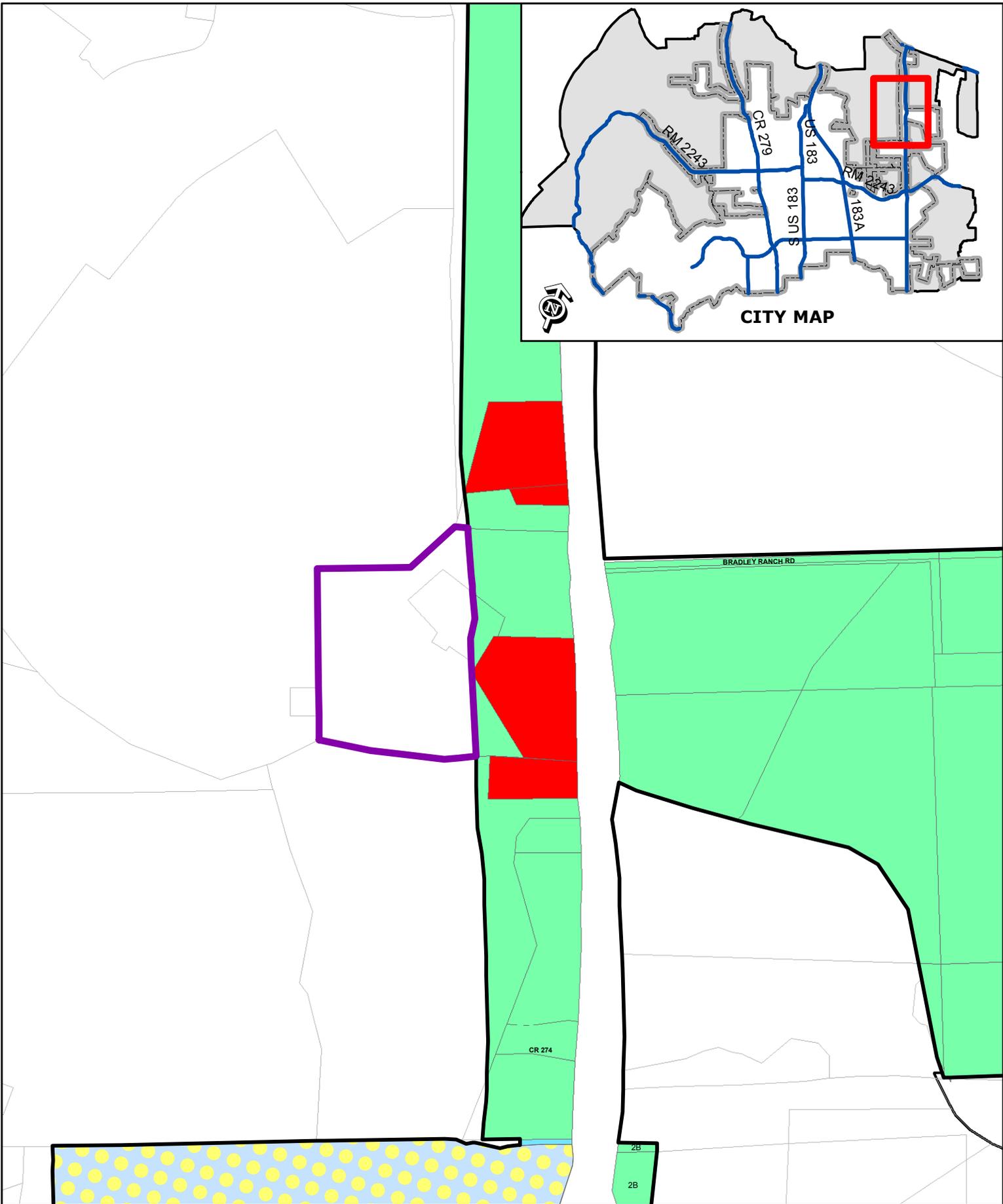
11/18/2015

**SCHEDULE FOR VOLUNTARY ANNEXATION
TOUNGATE / PALMERA BLUFF +/- 220.30 Acres, VALLEY VISTA AND CR 269**

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 15, 2015	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings December 3, 2015 and December 17 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 November 2, 2015	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
November 18, 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).
December 2, 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 <u>First Public Hearing</u> .)	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)
December 3, 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.
December 17, 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 January 7, 2016*	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.
January 21, 2016; 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.



ANNEXATION 15-A-004

Valley Vista Annexation

 Subject Property



0 200
Feet

RESOLUTION NO. 15-019-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 37.079 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 properties located within Williamson County, Texas, has petitioned the City of Leander, Texas, (herein the “City”), a home-rule City, for annexation of said properties, 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 subject 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”, are hereby accepted:

All those certain tracts or parcels of land being 37.079 acres, more or less, situated in the Henry Garmes Survey, Abstract No. 269, located in Williamson County, Texas, to include tracts of land identified by Williamson County Appraisal District Property ID’s: R497583 and R473803 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 December 3, 2015 and December 17, 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. In the event of a conflict between the subject property descriptions contained herein, Exhibit “A” shall control.

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 15th day of October, 2015.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit "A"

SUBJECT PROPERTY DESCRIPTION

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.

STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigned is the owner of certain tracts of property located within Williamson County, Texas, such property being more particularly described hereinafter by true and correct legal description (referred to herein as the "subject property");

WHEREAS, the undersigned has sought the annexation of the subject property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the subject property by the City;

WHEREAS, the subject property is contiguous and adjacent to the corporate limits of the City;

WHEREAS, the City, pursuant to §43.021, *Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the subject property; and,

WHEREAS, the undersigned agrees and consents to the annexation of the subject property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the subject property, including the abutting streets, roadways, and rights-of-way, not previously annexed into the City and further described as follows:

All those certain tracts or parcels of land being 37.079 acres, more or less, situated in the Henry Garmes Survey, Abstract No. 269, located in Williamson County, Texas, to include tracts of land identified by Williamson County Appraisal District Property ID's: R497583 and R473803 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 15th day of October 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner

By: Robert E. Tesch
Name: Robert E. Tesch
Title: Owner

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 Robert E. Tesch, 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 he had authority to bind the subject property and that he 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 15th day of October 2015.

(SEAL)

Ellen Pizalato
Notary Public - State of Texas

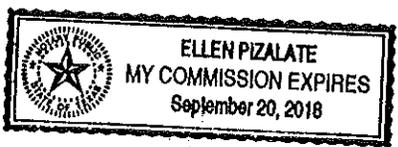


Exhibit "A"

SUBJECT PROPERTY DESCRIPTION

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.



Executive Summary

December 3, 2015

Agenda Subject: First public hearing on the proposed annexation of multiple tracts of land totaling 229.22 acres, more or less, generally located north of Hero Way and west of Ronald Reagan Blvd. in Williamson County, Texas.

Background: The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its October 15, 2015 meeting. The property includes approximately 229.22 acres on the west side Ronald Reagan Blvd north of Hero Way and is the additional land that was approved by the City Council on March 5, 2015 to be included in the Palmera Ridge MUD plus two additional tracts. The resolution set the two public hearings for December 3, 2015 and December 17, 2015. The first reading of the ordinance is scheduled for January 7, 2016 and the second and final reading is scheduled for January 21, 2016.

This is a voluntary annexation.

Origination: Applicants

Recommendation: Staff recommends conducting the first public hearing.

Attachments:

1. Annexation schedule
2. Location maps
3. Annexation resolution and service plan
4. Annexation petition

Prepared by: Tom Yantis, AICP
Assistant City Manager

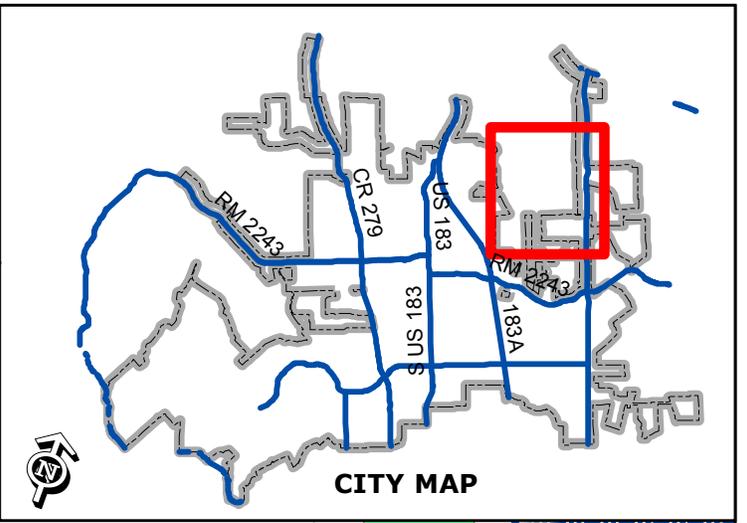
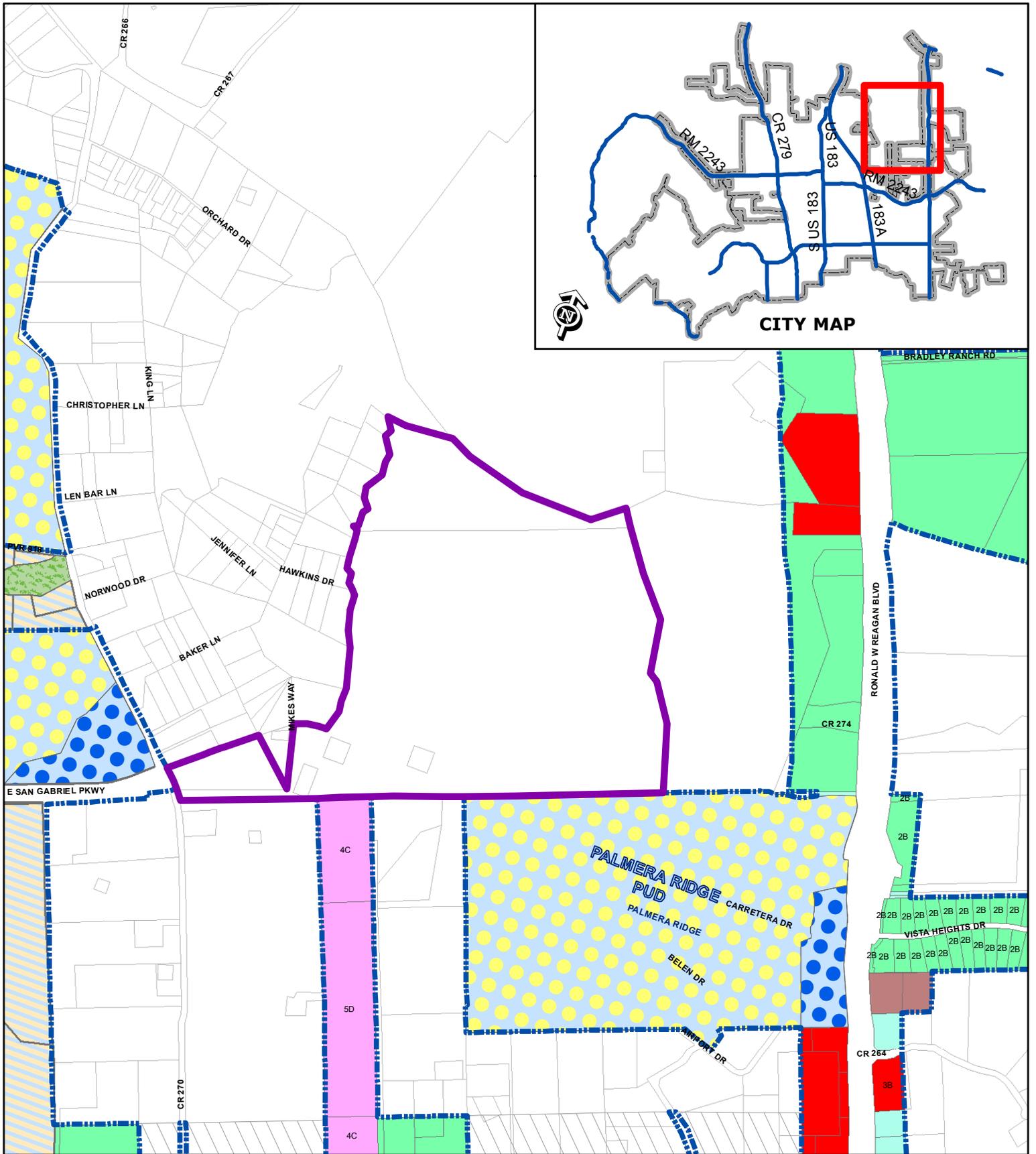
11/18/2015

**SCHEDULE FOR VOLUNTARY ANNEXATION
TOUNGATE / PALMERA BLUFF +/- 220.30 Acres, VALLEY VISTA AND CR 269**

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 15, 2015	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings December 3, 2015 and December 17 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 November 2, 2015	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
November 18, 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).
December 2, 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 <u>First Public Hearing</u> .)	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)
December 3, 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.
December 17, 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 January 7, 2016*	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.
January 21, 2016; 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.



Palmera Bluff/Toungate Annexation

Attachment #4

Location Exhibit
Palmera Bluff/Toungate



-  Subject Property
-  City Limits

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

RESOLUTION NO. 15-018-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF A 229.22 ACRES, MORE OR LESS, TRACT OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

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

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

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

WHEREAS, the petitioner has agreed and consented to the annexation of the subject property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted, as modified by that certain Addendum No. 1 to the Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City and Hanna/Magee L.P. #1, recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas (the “Addendum”), which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District;

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

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

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

All that certain tract or parcel of land being 220.30 acres, more or less, located in Williamson County, Texas, being the “Additional Land” described in the Addendum 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 8.92 acres, more or less, , located in

Williamson County, Texas, being the “Additional Land” described in the Addendum and being more particularly shown and described in the Exhibit “B” attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of December 3, 2015 and December 17, 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 15th day of October, 2015.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit "B"

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

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

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

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

WHEREAS, the subject property is the "Additional Land" described in the Addendum No. 1 to Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City of Leander (the "City") and Hanna/Magee L.P. #1, ("Hanna/Magee") recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas (the "Addendum"), which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District (the "District") (the "Original Development Agreement");

WHEREAS, the Addendum and the Original Development Agreement provide for the construction of certain infrastructure to provide water and wastewater services to the subject property and certain other property described in the Original Development Agreement;

WHEREAS, such infrastructure and other existing infrastructure 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 other capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

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

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

A. Police protection as follows: Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows: Fire protection by the

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

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

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows: On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area and, until the zoning of the subject property is established by ordinance after annexation, the subject property shall be temporarily zoned "SFR-1-B"; provided that the subject property shall be entitled to developed in accordance with the land uses more specifically provided in the Addendum and Original Development Agreement. It is the City's intent to zone the subject property at the owner's request in a manner that is not inconsistent with such uses, as provided in the Addendum and Original Development Agreement. The Planning and Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

I. Library service: service by present personnel, equipment and facilities within the City.

J. Storm Water Management: Owner will provide a storm water system at its own expense, which will be inspected by City Engineers at the time of completion. The City will then maintain the storm water system upon acceptance by the City.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property and 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) The City intends to provide water services to the subject property pursuant to the

Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, the City will provide water service in accordance with the applicable rules and regulations for the provision of water service, water service will be by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the water lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 water 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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) The City intends to provide wastewater services to the subject property pursuant to the Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, wastewater service will be provided to the subject property, or applicable portions thereof, by the City in accordance the applicable ordinances, rules and regulations for the provision of wastewater service. The Owner shall construct the internal wastewater lines and pay the costs of line extension and construction of such facilities necessary to provide wastewater service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the wastewater lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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, subject to and except as provided within the terms, conditions, and requirements of the Addendum and Original Development Agreement, 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 subject property, provided that improvements may be required by the owner under the City Rules, as such term is defined in the Original Development Agreement.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None, except as provided in the Addendum and Original Development Agreement. Upon development of the subject property, save and except as

provided in the Addendum and Original Development Agreement, the Owner will be responsible for the development costs the same as a developer in a similarly situated area. Capital Improvements shall be designed, constructed and installed by the owner as provided in the Development Agreement.

(4) **Term.** If not previously expired, this Municipal Services 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 exhibits attached to the Annexation Ordinance to which this Municipal Services Plan is attached.

(6) **Addendum and Original Development Agreement Controlling.** In the event of any conflict between this Municipal Services Plan and the Addendum or Original Development Agreement, as applicable, the Addendum or Original Development Agreement, as appropriate, will control.

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigned are the owners of a certain tract 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 subject property is the “Additional Land” described in the Addendum No. 1 to Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City of Leander (the “City”) and Hanna/Magee L.P. #1, (“Hanna/Magee”) recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas (the “Addendum”), which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District (the “District”) (the “Original Development Agreement”);

WHEREAS, in accordance with the Addendum, Hanna/Magee agreed cause a petition requesting annexation of the subject property, which is intended to be developed as provided in the Addendum, by the 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; subject to the terms of the Addendum and the Original Development Agreement;

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 220.30 acres, more or less, located in Williamson County, Texas, and being more particularly 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" Municipal Services Plan, attached hereto as **Exhibit "B"** (proposed to be applicable to and adopted for the subject property), and that such "draft" Municipal Services 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 Services 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 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.

SECTION SIX: Nothing contained herein will diminish or amend any provision of the Addendum or the Original Development Agreement. If there is any conflict between the terms of the Addendum or the Original Development Agreement and this Request and Petition, the terms of the Addendum or Original Development Agreement, as applicable, shall control.

FILED, this 21st day of July 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

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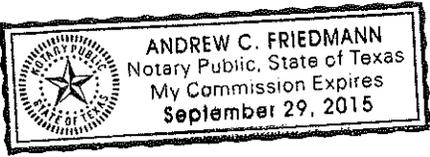
Petitioner:

Ernest Loyd Toungate
Ernest Loyd Toungate

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Ernest Loyd Toungate, an owner of the subject property and a Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he 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 17th day of July, 2015.



[Signature]
Notary Public - State of Texas

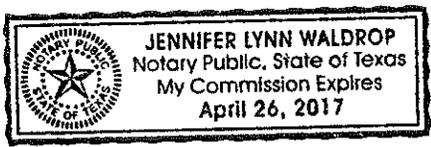
[Signature]
Mark Toungate

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared Mark Toungate, heir-at-law of Lawrence Virgil Toungate, Jr. Deceased, an owner of the subject property and a Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he 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 19 day of July, 2015.

(SEAL)



[Signature]
Notary Public - State of Texas

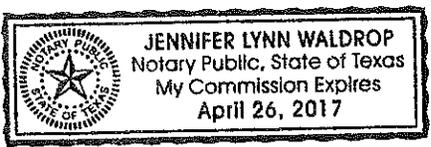
Nancy Cheryl Toungate
Nancy Cheryl Toungate

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared **Nancy Cheryl Toungate**, heir-at-law of Lawrence Virgil Toungate, Jr. Deceased, an owner of the subject property and a Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind such entity and 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 19 day of July, 2015.

(SEAL)



Jennifer Lynn Waldrop
Notary Public - State of Texas

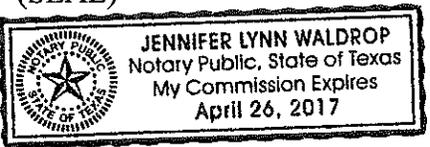
Laura Nicole Toungate
Laura Nicole Toungate

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public for the State of Texas, on this day personally appeared **Laura Nicole Toungate**, heir-at-law of Lawrence Virgil Toungate, Jr. Deceased, an owner of the subject property and a Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he had authority to bind such entity and 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 19 day of July, 2015.

(SEAL)



Jennifer Lynn Waldrop
Notary Public, State of Texas

Exhibit “B”

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

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

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

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

WHEREAS, the subject property is the “Additional Land” described in the Addendum No. 1 to Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City of Leander (the “City”) and Hanna/Magee L.P. #1, (“Hanna/Magee”) recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas (the “Addendum”), which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District (the “District”) (the “Original Development Agreement”);

WHEREAS, the Addendum and the Original Development Agreement provide for the construction of certain infrastructure to provide water and wastewater services to the subject property and certain other property described in the Original Development Agreement;

WHEREAS, such infrastructure and other existing infrastructure 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 other capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

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

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

A. Police protection as follows: Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows: Fire protection by the

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

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

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows: On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area and, until the zoning of the subject property is established by ordinance after annexation, the subject property shall be temporarily zoned "SFR-1-B"; provided that the subject property shall be entitled to developed in accordance with the land uses more specifically provided in the Addendum and Original Development Agreement. It is the City's intent to zone the subject property at the owner's request in a manner that is not inconsistent with such uses, as provided in the Addendum and Original Development Agreement. The Planning and Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

I. Library service: service by present personnel, equipment and facilities within the City.

J. Storm Water Management: Owner will provide a storm water system at its own expense, which will be inspected by City Engineers at the time of completion. The City will then maintain the storm water system upon acceptance by the City.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property and 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) The City intends to provide water services to the subject property pursuant to the

Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, the City will provide water service in accordance with the applicable rules and regulations for the provision of water service, water service will be by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the water lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 water 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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) The City intends to provide wastewater services to the subject property pursuant to the Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, wastewater service will be provided to the subject property, or applicable portions thereof, by the City in accordance the applicable ordinances, rules and regulations for the provision of wastewater service. The Owner shall construct the internal wastewater lines and pay the costs of line extension and construction of such facilities necessary to provide wastewater service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the wastewater lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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, subject to and except as provided within the terms, conditions, and requirements of the Addendum and Original Development Agreement, 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 subject property, provided that improvements may be required by the owner under the City Rules, as such term is defined in the Original Development Agreement.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None, except as provided in the Addendum and Original Development Agreement. Upon development of the subject property, save and except as

provided in the Addendum and Original Development Agreement, the Owner will be responsible for the development costs the same as a developer in a similarly situated area. Capital Improvements shall be designed, constructed and installed by the owner as provided in the Development Agreement.

(4) **Term.** If not previously expired, this Municipal Services 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 exhibits attached to the Annexation Ordinance to which this Municipal Services Plan is attached.

(6) **Addendum and Original Development Agreement Controlling.** In the event of any conflict between this Municipal Services Plan and the Addendum or Original Development Agreement, as applicable, the Addendum or Original Development Agreement, as appropriate, will control.

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 a certain tract 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 subject property is proposed to be included in the “Additional Land” described in the proposed Amendment to Addendum No. 1 to Facilities Agreement and Addendum No. 1 to Development and Annexation Agreement, which is proposed to amend Addendum No. 1 to Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City of Leander (the “City”) and Hanna/Magee L.P. #1, (“Hanna/Magee”) recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas (as it may be amended, the “Addendum”), which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District (the “District”) (the “Original Development Agreement”);

WHEREAS, in accordance with the Addendum, as it is proposed to be amended, Hanna/Magee agreed cause a petition requesting annexation of the subject property, which is intended to be developed as provided in the Addendum by the 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; subject to the terms of the Addendum and the Original Development Agreement;

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 8.92 acres, more or less, located in Williamson County, Texas, and being more particularly 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” Municipal Services Plan, attached hereto as **Exhibit “B”** (proposed to be applicable to and adopted for the subject property), and that such “draft” Municipal Services 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 Services 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 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.

SECTION SIX: Nothing contained herein will diminish or amend any provision of the Addendum or the Original Development Agreement. If there is any conflict between the terms of or the Original Development Agreement and this Request and Petition, the terms of the Addendum or Original Development Agreement, as applicable, shall control.

FILED, this 6th day of October 2015, with the City Secretary of the City of Leander, Williamson County, Texas.

The remainder of this page has been left blank intentionally and the signature pages follow.

Petitioner:

Palmera Bluff Development, Inc., a Texas corporation

By: 
_____ **Blake Magee, President**

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Blake Magee, President of Palmera Bluff Development, Inc., the 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 he 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 6th day of October, 2015.




_____ **Notary Public - State of Texas**

Exhibit “B”

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

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

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

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

WHEREAS, the subject property is the “Additional Land” included in the Addendum No. 1 to Development and Annexation Agreement (Toungate Tract – Palmera Bluff) between the City of Leander (the “City”) and Hanna/Magee L.P. #1, (“Hanna/Magee”) recorded under Document No. 2015022090, Official Public Records of Williamson County, Texas, pursuant to proposed Amendment to Addendum No. 1 to Facilities Agreement and Addendum No. 1 to Development and Annexation Agreement (the “Addendum”), which Addendum supplements the Development and Annexation Agreement between the City, Palmera Ridge Development, Inc. and Palmera Ridge Municipal Utility District (the “District”) (the “Original Development Agreement”);

WHEREAS, the Addendum and the Original Development Agreement provide for the construction of certain infrastructure to provide water and wastewater services to the subject property and certain other property described in the Original Development Agreement;

WHEREAS, such infrastructure and other existing infrastructure 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 other capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

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

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

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

A. Police protection as follows: Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

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

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

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

E. Maintenance of parks and playgrounds within the City.

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

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

H. Land use regulation as follows: On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area and, until the zoning of the subject property is established by ordinance after annexation, the subject property shall be temporarily zoned "SFR-1-B"; provided that the subject property shall be entitled to developed in accordance with the land uses more specifically provided in the Addendum and Original Development Agreement. It is the City's intent to zone the subject property at the owner's request in a manner that is not inconsistent with such uses, as provided in the Addendum and Original Development Agreement. The Planning and Zoning Commission and the City Council will consider the applicant's request to process a zoning application and zone the subject property for such use and development following final annexation of the subject property.

I. Library service: service by present personnel, equipment and facilities within the City.

J. Storm Water Management: Owner will provide a storm water system at its own expense, which will be inspected by City Engineers at the time of completion. The City will then maintain the storm water system upon acceptance by the City.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property and 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) The City intends to provide water services to the subject property pursuant to the Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to water service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, the City will provide water service in accordance with the applicable rules and regulations for the provision of water service, water service will be by the City in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. The owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the water lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 water 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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) The City intends to provide wastewater services to the subject property pursuant to the Addendum and Original Development Agreement, and the terms of the Addendum and Original Development Agreement applicable to wastewater service are incorporated herein by reference. Save and except as provided in the Addendum and Original Development Agreement, wastewater service will be provided to the subject property, or applicable portions thereof, by the City in accordance the applicable ordinances, rules and regulations for the provision of wastewater service. The Owner shall construct the internal wastewater lines and pay the costs of line extension and construction of such facilities necessary to provide wastewater service to the subject property as required in City ordinances, except as otherwise provided in the Addendum and Original Development Agreement. Upon acceptance of the wastewater lines within the subject property and any off-site improvements required by the Addendum and Original Development Agreement, 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 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. In the event of a conflict between this Municipal Services Plan and the Addendum or the Original Development Agreement, the terms and provisions of the Addendum or Original Development Agreement, as applicable, shall govern and control.

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, subject to and except as provided within the terms, conditions, and requirements of the Addendum and Original Development Agreement, 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 subject property, provided that improvements may be required by the owner under the City Rules, as such term is defined in the Original Development Agreement.

(3) **Capital Improvements.** Construction of the following capital improvements shall be

initiated after the effective date of the annexation: None, except as provided in the Addendum and Original Development Agreement. Upon development of the subject property, save and except as provided in the Addendum and Original Development Agreement, the Owner will be responsible for the development costs the same as a developer in a similarly situated area. Capital Improvements shall be designed, constructed and installed by the owner as provided in the Development Agreement.

(4) **Term.** If not previously expired, this Municipal Services 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 exhibits attached to the Annexation Ordinance to which this Municipal Services Plan is attached.

(6) **Addendum and Original Development Agreement Controlling.** In the event of any conflict between this Municipal Services Plan and the Addendum or Original Development Agreement, as applicable, the Addendum or Original Development Agreement, as appropriate, will control.



Executive Summary

December 3, 2015

Agenda Subject: First public hearing on the proposed annexation of multiple tracts of land totaling 117.5 acres, more or less, generally located along and abutting Hero Way (Formerly County Road 269) in Williamson County, Texas pursuant to the terms and expiration of Development Agreements under Section 43.035, Texas Local Government Code.

Background: The City Council approved the resolution accepting the petition for voluntary annexation for the subject tracts at its October 15, 2015 meeting. The properties include all those tracts subject to development agreements under Section 43.035 that were entered into between the City and property owners along CR 269 (now Hero Way) in 2010. The agreements provided for the voluntary annexation of the properties to be initiated after the expiration of the term of the agreements which was 5 years. The resolution set the two public hearings for December 3, 2015 and December 17, 2015. The first reading of the ordinance is scheduled for January 7, 2016 and the second and final reading is scheduled for January 21, 2016.

This is a voluntary annexation pursuant to the annexation agreements.

Origination: Applicants

Recommendation: Staff recommends conducting the first public hearing.

Attachments:

1. Annexation schedule
2. Location maps
3. Annexation resolution and service plan

Prepared by: Tom Yantis, AICP
Assistant City Manager

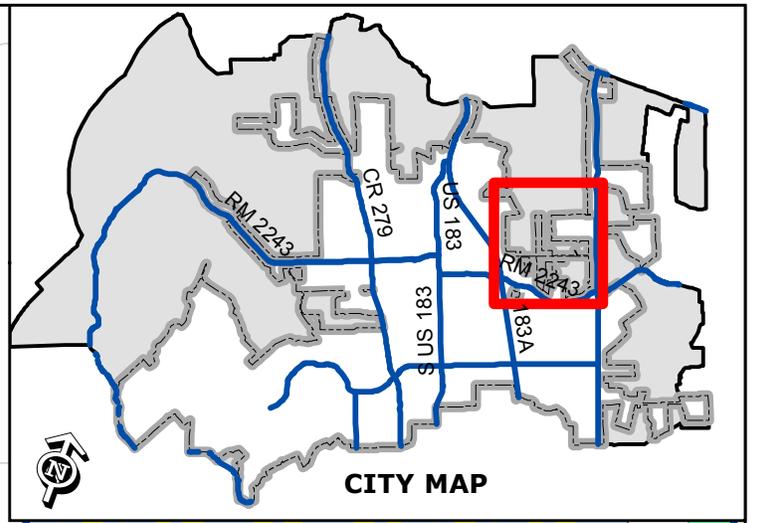
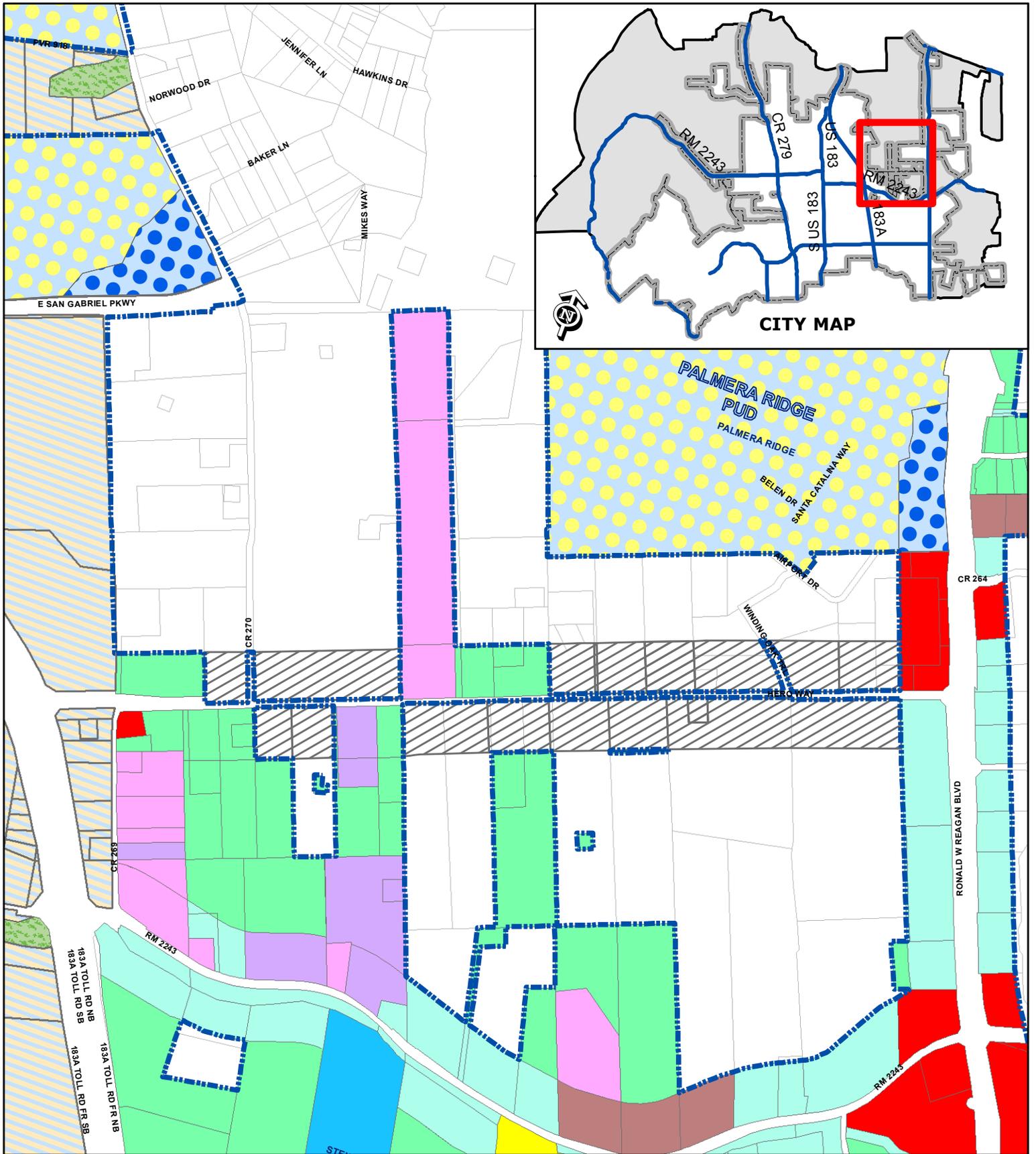
11/18/2015

**SCHEDULE FOR VOLUNTARY ANNEXATION
TOUNGATE / PALMERA BLUFF +/- 220.30 Acres, VALLEY VISTA AND CR 269**

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 15, 2015	COUNCIL BY WRITTEN RESOLUTION Directs notification to land owners; and sets two (2) Public Hearings December 3, 2015 and December 17 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 November 2, 2015	NOTICE TO property owners & utility providers	Loc. Gov't Code § 43.062(a)
November 18, 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).
December 2, 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 <u>First Public Hearing</u> .)	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)
December 3, 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.
December 17, 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 January 7, 2016*	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.
January 21, 2016; 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.



CR 269 Annexation

Attachment #3

Location Exhibit



-  City Limits
-  Subject Property
-  Extra-Territorial Jurisdiction

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

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RESOLUTION NO. 15-020-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, INITIATING THE VOLUNTARY ANNEXATION OF TRACTS OF LAND LOCATED ALONG AND ABUTTING HERO WAY (FORMERLY COUNTY ROAD 269) IN WILLIAMSON COUNTY, TEXAS PURSUANT TO THE TERMS AND EXPIRATION OF DEVELOPMENT AGREEMENTS UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owners of certain properties located within Williamson County, Texas, have petitioned the City of Leander, Texas, (herein the “City”), a home-rule City, for annexation of said properties, more particularly described herein (the “subject properties”), into the City limits pursuant to the terms of sixteen separate Development Agreements Under Section 43.035, Texas Local Government Code (the “Development Agreements”);

WHEREAS, the subject properties are contiguous and adjacent to the corporate limits of the City and the owners have made application for voluntary annexation of the subject properties pursuant to Section 3(a)(5) and 3(b) of the Development Agreements which authorizes the annexation of the subject properties at the City Council’s discretion upon the expiration of the Development Agreements;

WHEREAS, the five year term of the Development Agreements expires on or about October 21, 2015;

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

WHEREAS, the petitioners have agreed and consented to the annexation of the subject properties 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 petitions for annexation of the following properties, 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 Petitioners and owners of the subject properties, are

hereby accepted:

All those certain tracts or parcels of land located along and abutting County Road 269 in Williamson County, Texas, being more particularly shown and described in the Development Agreements filed and recorded in the Official Public Records of Williamson County, Texas as Document Numbers: 2010083081, 2010083082, 2010083083, 2010083084, 2010083085, 2010083086, 2010083087, 2010083088, 2010083089, 2010083090, 2010083091, 2010083092, 2010083093, 2010083094, 2010083095, 2010083096 and being shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

Two public hearings are set for the dates of December 3, 2015 and December 17, 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 15th day of October, 2015.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debbie Haile, City Secretary

Christopher Fielder, Mayor

Exhibit “B”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2010083081

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 13.32 acres out of AW0125 - Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #2000068029 filed in the Official Public Records of Williamson County, Texas.

R449428

R494492

R449650

R418533

R405780

R098268

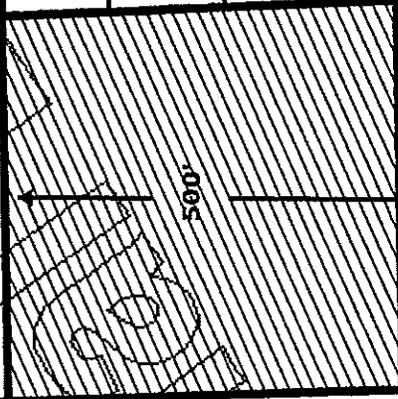
R098028

R098025

R338363

R098022

R024280



CR 269

R031347

R031352

R031298

Property Subject to Agreement

Property Subject to Agreement
Bradley, Jack S & Amy L, & Brian Gregory Holmes



N



201008308Z

EXHIBIT A

PROPERTY DESCRIPTION
 The portions of the following property located within 501 feet of the centerline of CR 269: 6.379 acres out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #1998034756 filed in the Official Public Records of Williamson County, Texas.

R031592

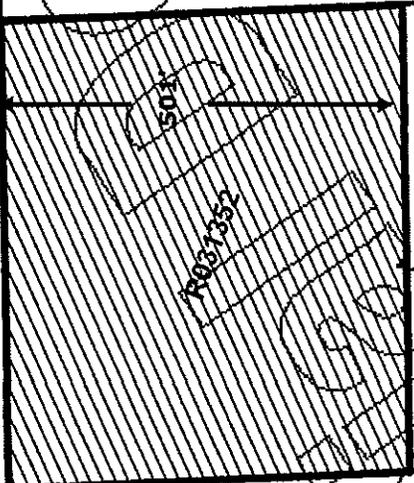
CR 269

R031297

R338363

R098025

R031298



R462377

R031347

R031316

 Property Subject to Agreement
 Presler Property

0  200 Feet

 N

2010085083

EXHIBIT A

PROPERTY DESCRIPTION

The portions of the following property located within 500 feet of the centerline of CR 269: 13.32 acres out of AWD125 - Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #2001071867 filed in the Official Public Records of Williamson County, Texas.

0394

R031595

R449428

R494492

R031592

R449650

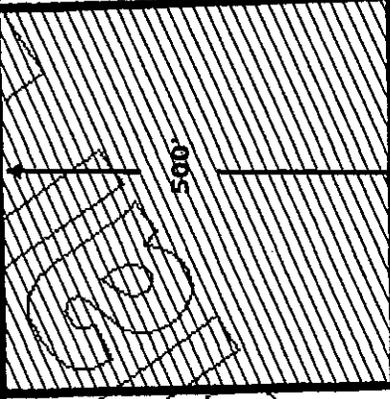
R418933

R405780

R098028

R098025

R338363



CR 269

R031376

R031347

R031352

 Property Subject to Agreement

 Olson, Brian & Charity, and Olson, Gregory & Hattie

0 200 Feet

N

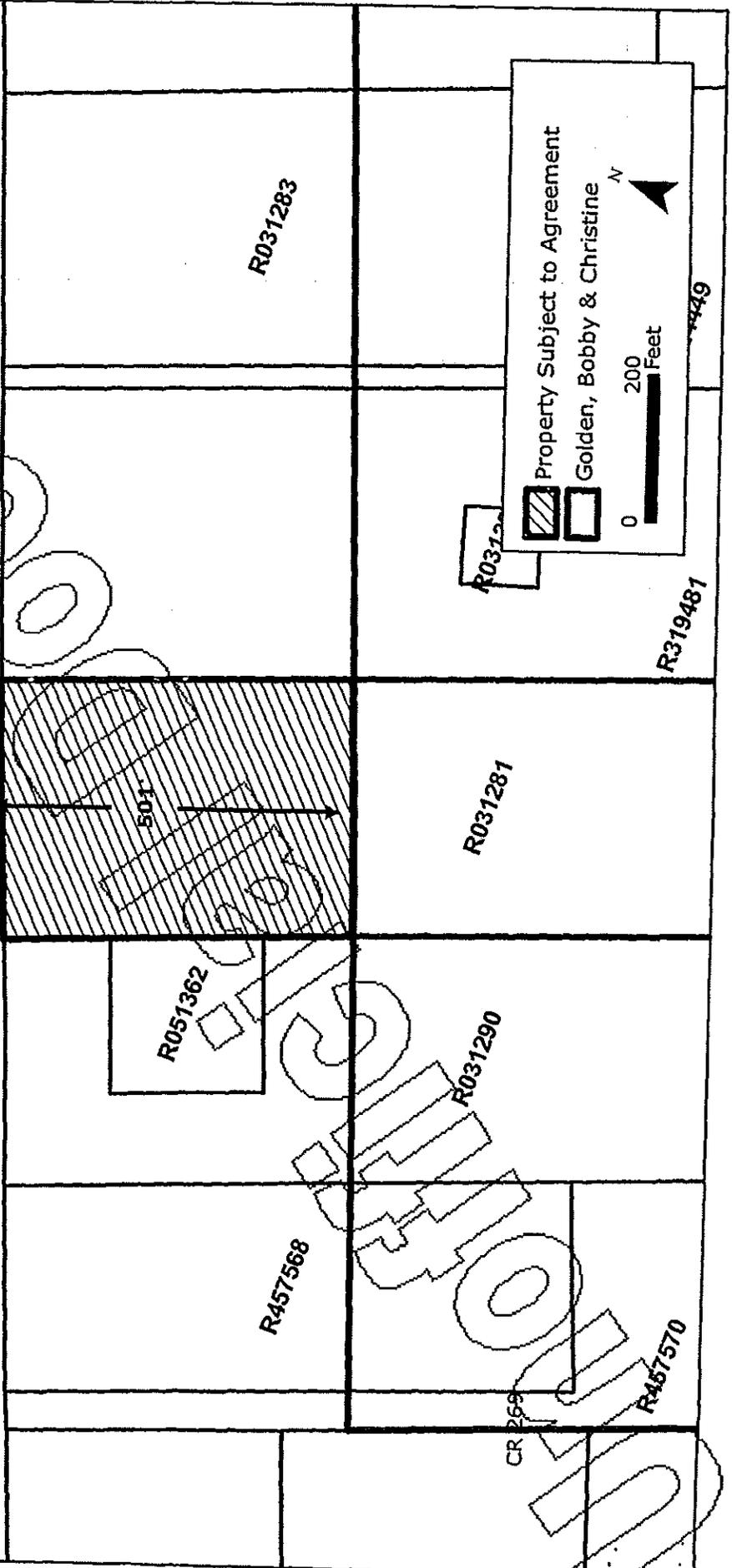


2010083084

EXHIBIT A

PROPERTY DESCRIPTION

The portions of the following property located within 501 feet of the centerline of CR 269: 10.960 acres out of AW0006 Hamon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #1991015547 filed in the Official Public Records of Williamson County, Texas.



2010083085

EXHIBIT A

PROPERTY DESCRIPTION

The portions of the following property located within 500 feet of the centerline of CR 269: 106.648 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #2008083902 filed in the Official Public Records of Williamson County, Texas.

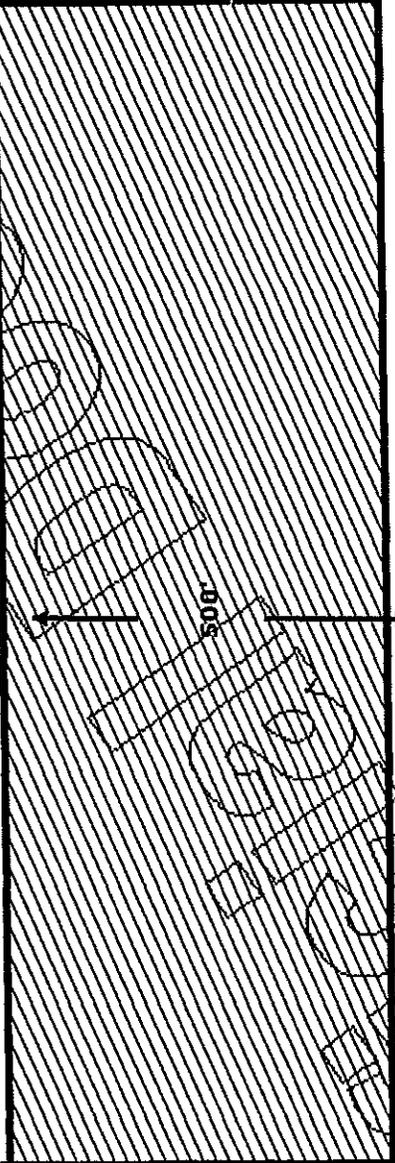
R031580

R340105

R031583

R031589

R031598



CR 269

R031281

R319481

R051362

R031290

R031285

Property Subject to Agreement

Champion Property

0 200 Feet

76

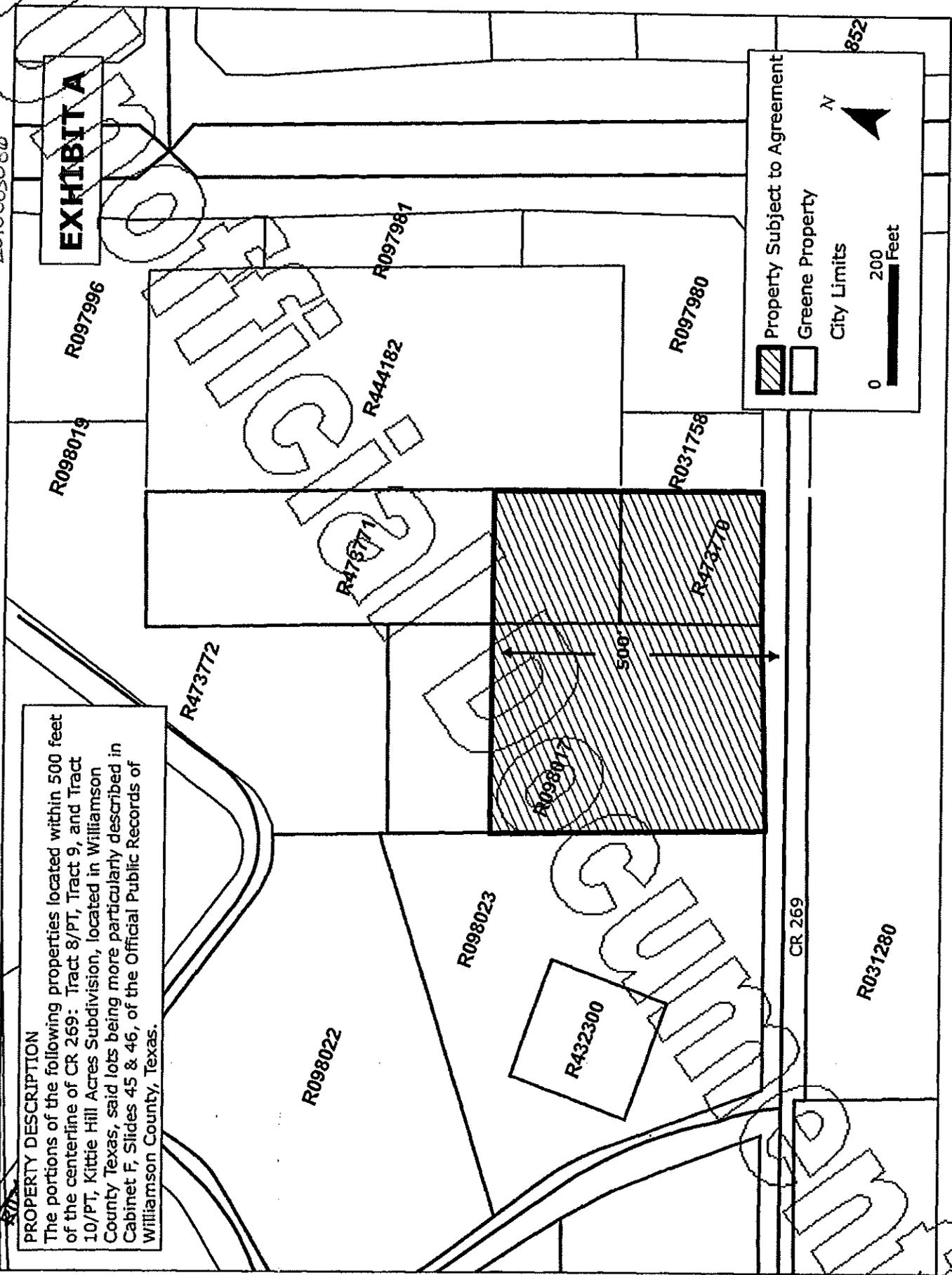
7285

2010083086

EXHIBIT A

PROPERTY DESCRIPTION
 The portions of the following properties located within 500 feet of the centerline of CR 269: Tract 8/PT, Tract 9, and Tract 10/PT, Kittle Hill Acres Subdivision, located in Williamson County Texas, said lots being more particularly described in Cabinet F, Slides 45 & 46, of the Official Public Records of Williamson County, Texas.

 Property Subject to Agreement
 Greene Property
 City Limits
 0 200 Feet
 N



2010082087

EXHIBIT A

PROPERTY DESCRIPTION

The portions of the following properties located within 500 feet of the centerline of CR 269: 6.481 acres out of the AW0125 Chambers, T. Survey, located in Williamson County Texas, said property being more particularly described in Instrument #200400861 filed in the Official Public Records of Williamson County, Texas.

R031619

R031595

R031591

R031590

R449428

R494492

R449650

R405780

R418533

R031592

R086402

R031316

CR 269

Property Subject to Agreement
 Hoskins, Charles Todd & Terry Property

0 200 Feet

1297
238

2e10083089

EXHIBIT A

023

WINDING PARK TR

R098028

R098025

R432300

R338363

CR 269

R031297

501'

R031280

R031298

PROPERTY DESCRIPTION

The following property located within 501 feet of the centerline of CR 269: 1.0 acre out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #2004077519 filed in the Official Public Records of Williamson County, Texas.

R031619

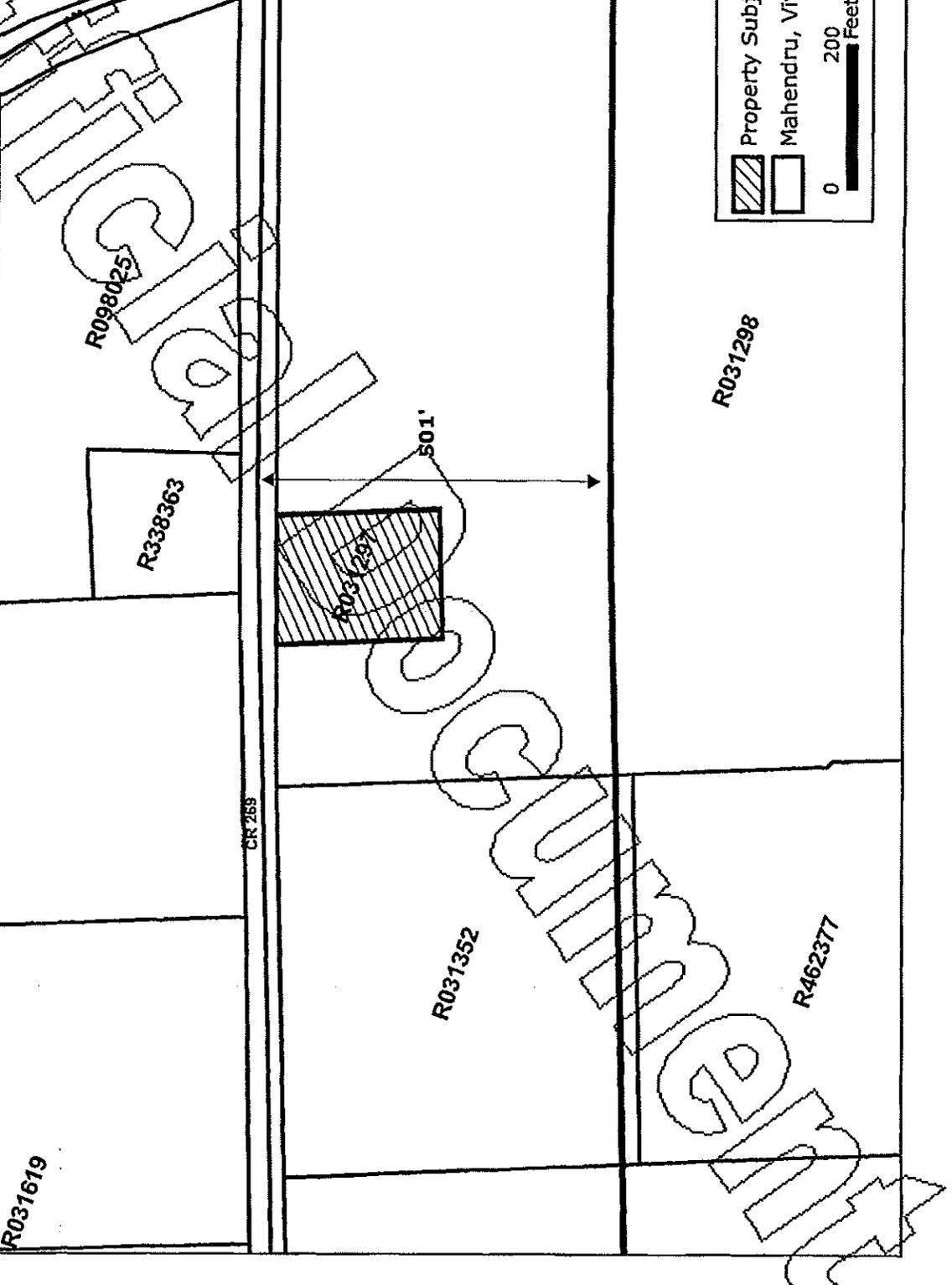
R031352

R462377

	Property Subject to Agreement
	Mahendru, Vivek & Lisa Property

0 200 Feet

N 



2010083090

EXHIBIT A

R031519
R478583

R449650

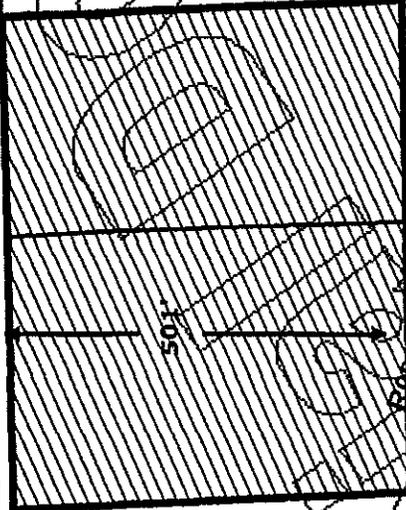
R031592

PROPERTY DESCRIPTION
 The portions of the following properties located within 501 feet of the centerline of CR 269: 27.84 acres out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #2009042777 filed in the Official Public Records of Williamson County, Texas.

R031585

CR 269

R031352



R031317

R031318

R031316

 Property Subject to Agreement
 Poulis Property
 0 200 Feet

ZD10083091

EXHIBIT A

R098020

R473772

R098017

R098023

R098022

R432300

R024280

PROPERTY DESCRIPTION
 The portions of the following properties located within 500 feet of the centerline of CR 269: Tract 3 and Tract 4/PT, Kittie Hill Acres Subdivision, located in Williamson County Texas, said lots being more particularly described in Cabinet F, Slides 45 & 46, of the Official Public Records of Williamson County.

R098268

R098028

500'

R098025

R338362

R405780

CR 269

R031297

R031298

Property Subject to Agreement

Price Property

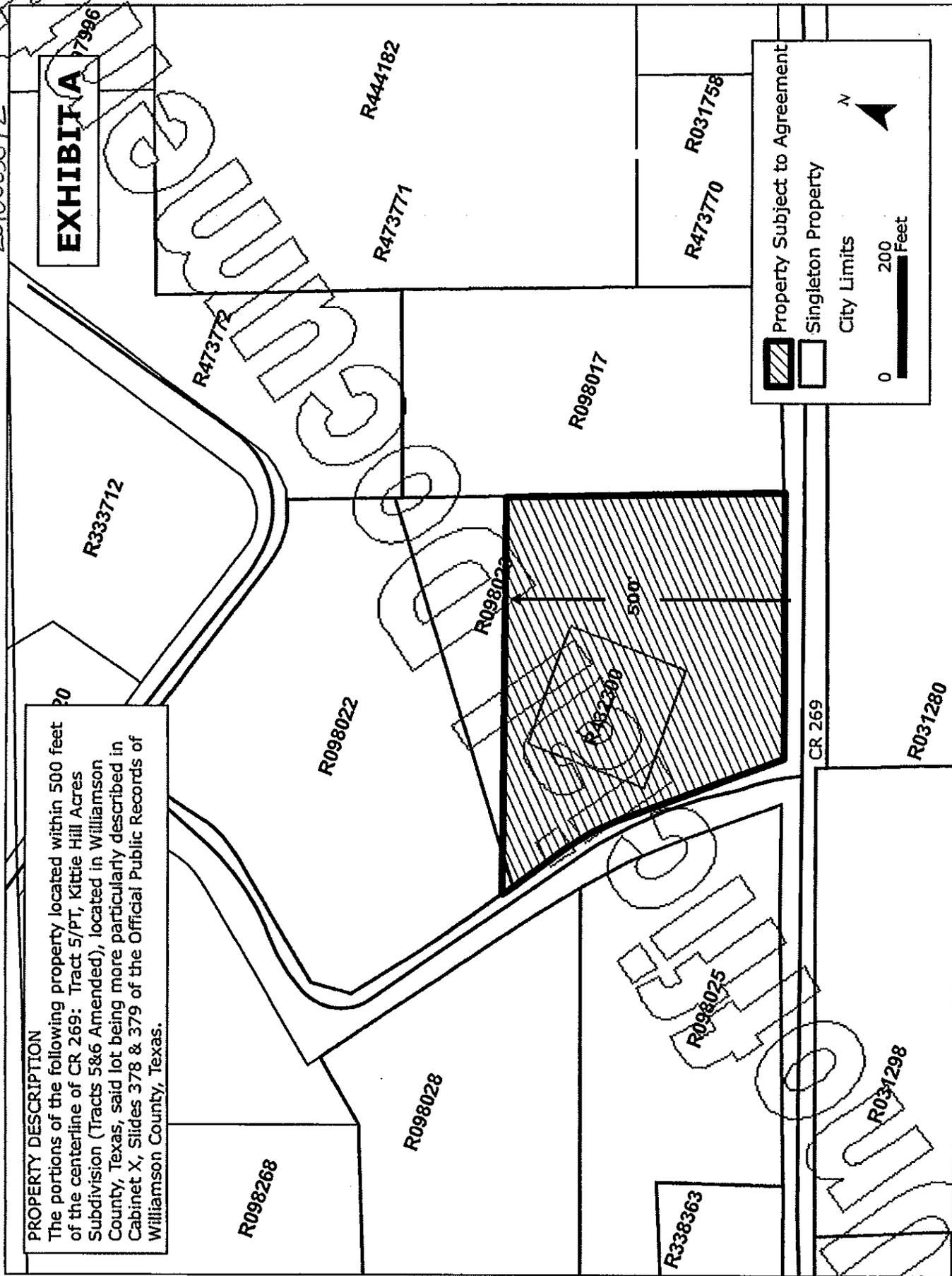
0 200 Feet

N

201D083092

EXHIBIT A
7996

PROPERTY DESCRIPTION
 The portions of the following property located within 500 feet of the centerline of CR 269: Tract 5/PT, Kittie Hill Acres Subdivision (Tracts 5&6 Amended), located in Williamson County, Texas, said lot being more particularly described in Cabinet X, Slides 378 & 379 of the Official Public Records of Williamson County, Texas.



Property Subject to Agreement
 Singleton Property
 City Limits

0 200 Feet

N

2010083093

EXHIBIT A

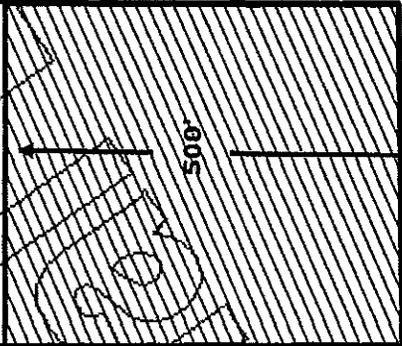
PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 10.00 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Instrument #1995050265 filed in the Official Public Records of Williamson County, Texas.

R395316

R330612

R340705

R031580



500'

CR 269

CR 270

R031288

R361264

R457570

R051362

Property Subject to Agreement

Velchoff Property

0 200 Feet

N

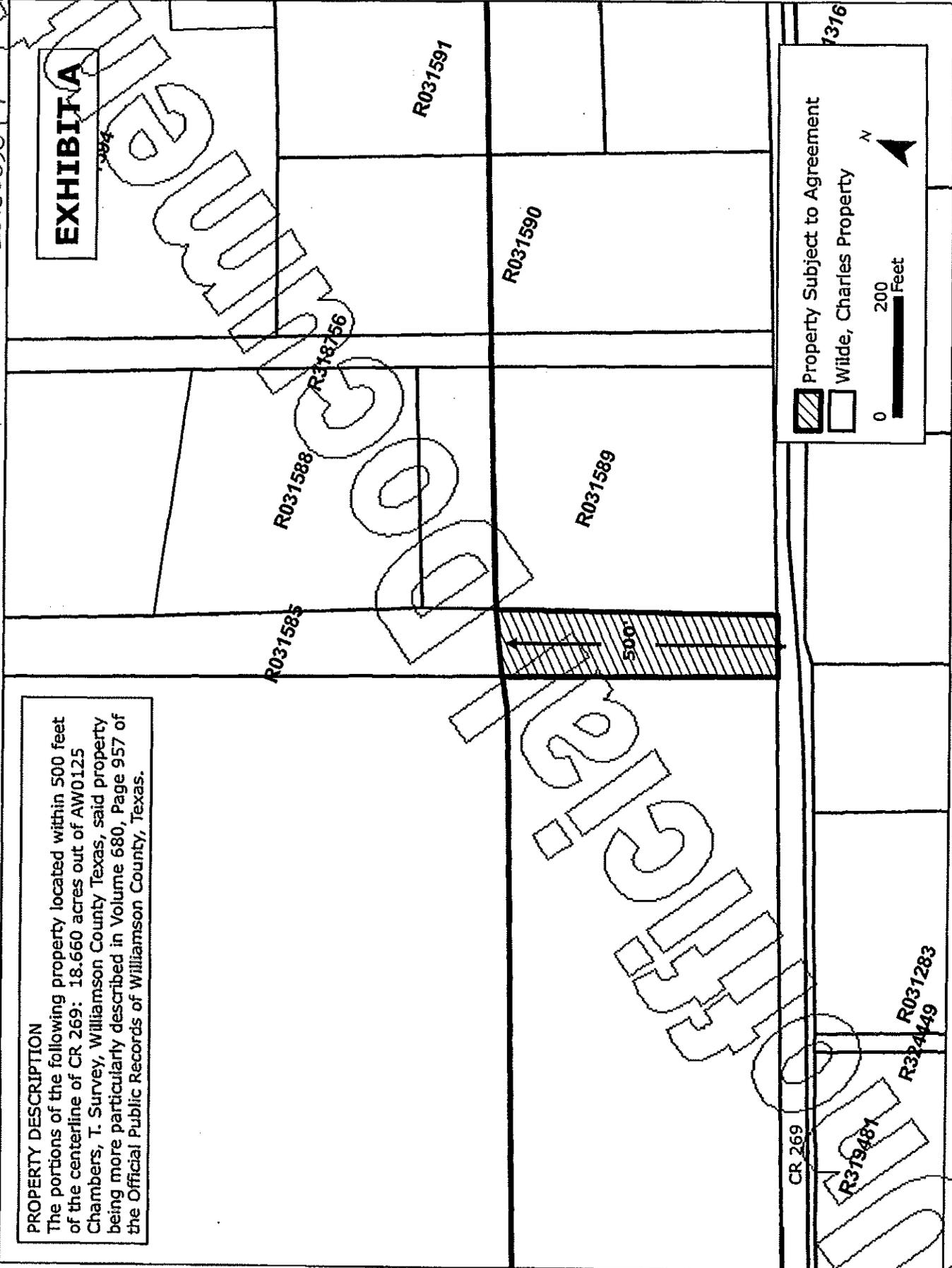
1283

4449

2010083694

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 18.660 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Volume 680, Page 957 of the Official Public Records of Williamson County, Texas.



 Property Subject to Agreement
 Wilde, Charles Property
 0 200 Feet
 N

2010083095

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following property located within 500 feet of the centerline of CR 269: 5.399 acres out of AW0125 Chambers, T. Survey, Williamson County Texas, said property being more particularly described in Volume 2594, Page 0894, of the Official Public Records of Williamson County, Texas.

R031580

R031588

R031585

R318756

R031590

R031591

R031592

R031589

500'

CR 269

R324419

R031283

R031285

R031318

R031317

Property Subject to Agreement

Wilde, Charles & Arleen Property

0 200 Feet

N

6

402

2010083096

EXHIBIT A

PROPERTY DESCRIPTION
 The portions of the following property located within 500 feet of the centerline of CR 269: 3.89 acres out of AW0125 Chambers, T. Survey, located in Williamson County Texas, said property being more particularly described in Instrument #2002036263 filed in Official Public Records of Williamson County, Texas.

R031595

R031591

R031592

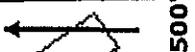
R449428

R494492

R449650

R418533

R405780



CR 269

R086402

R031316

R031347

R031352

297

Property Subject to Agreement

Hoskins, Charles & Patricia Property

0 200 Feet

N



Executive Summary

December 03, 2015

-
- Agenda Subject:** Zoning Case 15-Z-010: Hold a public hearing and consider action on the rezoning of two parcels of land located at 1208 S. Bagdad Road for 51.84 acres more or less; WCAD Parcels R031330 and R031331. Currently, the property is zoned MF-2-B (Multi-Family) and GC-3-C (General Commercial). The applicant is proposing to zone the property to PUD (Planned Unit Development) with a base zoning district of MF-2-A (Multi-Family), Leander, Williamson County, Texas.
- Background:** This request is the second step in the rezoning process.
- Origination:** Applicant: Anthony Goode on behalf of AHV-RS Trails at Leander, LLC
- Financial Consideration:** None
- Recommendation:** See Planning Analysis. Commissioner Hines moved to approve the PUD (Planned Unit Development) with a base zoning district of MF-2-A (Multi-Family) with the following conditions at the November 24, 2015 meeting:
1. The community will not be gated.
 2. The drives inside the property will meet the width requirements for private roads.
 3. Access to Winecup will be a regular access, not an emergency access with a crash gate.
 4. Install a painted crosswalk and appropriate signage (as determined by the Parks & Recreation and Public Works Departments) for the trail crossing at Bagdad Road.
 5. The Type A Architectural Component is modified to limit the amount of stucco that qualifies as masonry to 50%.
 6. The landscaping requirements shall be increased to 150%.

7. Architectural renderings shall be submitted with at least seven visually distinct elevations.
8. The leasing office shall be moved to front on Bagdad Road and the parking shall be placed behind the building.
9. Limit the fencing adjacent to the riparian corridor to wrought iron or decorative tubular metal.
10. Provide a definition of soil.
11. Provide a landscape plan per single family home for a minimum of two homes.
12. City Council defers the final decision until the Commission can review the renderings and the landscape plans.

Commissioner Schwendenman seconded the motion. Motion failed with a 3 to 4 vote (**Anderson, Allen, Means, and Sokol opposing**).

Commissioner Hines moved to approve an alternate recommendation of the PUD (Planned Unit Development) with a base zoning district of MF-2-A (Multi-Family) with the following conditions:

1. Install a painted crosswalk and appropriate signage (as determined by the Parks & Recreation and Public Works Departments) for the trail crossing at Bagdad Road.
2. The Type A Architectural Component is modified to limit the amount of stucco that qualifies as masonry to 50%.
3. The landscaping requirements shall be increased to 150%.
4. Architectural renderings shall be submitted with at least seven visually distinct elevations.
5. The leasing office shall be moved to front on Bagdad Road and the parking shall be placed behind the building.
6. Limit the fencing adjacent to the riparian corridor to wrought iron or decorative tubular metal.
7. Provide a definition of soil.
8. Provide a landscape plan per single family home for a minimum of two homes.
9. City Council defers the final decision until the Commission can review the renderings and the landscape plans.

Commissioner Means seconded the motion. Motion passed with a 6 to 1 vote (Cotten opposing).

Attachments:

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

5. Location Map
6. Notification Map
7. PUD Notes and Conceptual Site Layout and Land Use Plan
8. Letter of Intent
9. Ordinance
10. Minutes-Planning & Zoning Commission November 24, 2015

Prepared By:

Tom Yantis, AICP
Assistant City Manager

11/25/2015



PLANNING ANALYSIS

ZONING CASE 15-Z-010

TRAILS AT LEANDER PUD

GENERAL INFORMATION

- Owner:** AHV-RS Trails at Leander, LLC
- Current Zoning:** MF-2-B (Multi-Family)
GC-3-C (General Commercial)
- Proposed Zoning:** PUD (Planned Unit Development) with a base zoning district of MF-2-A (Multi-Family)
- Size and Location:** The property is located at 1208 South Bagdad Road and is approximately 51.84 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	SFU-2-B	Established Residential (Mason Creek & Magnolia Creek)
EAST	SFU/MH-2-B	Established Residential (High Chaparral)
SOUTH	SFU/MH-2-B	Established Residential (High Chaparral)
WEST	SFU-2-B LC-2-B PUD	Established Residential (Mason Creek) Church NW Soccer Club

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

PUD – PLANNED UNIT DEVELOPMENT:

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

COMPREHENSIVE PLAN STATEMENTS:

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

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

ANALYSIS:

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of a detached condominium regime residential community. The properties to the north, east and south are currently developed single-family neighborhoods. The properties to the west are a mix of commercial uses and a single-family neighborhood on the west side of Bagdad Road.

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

The applicant is proposing the MF-2-A base zoning district to accommodate this style of development. The proposal includes 220 detached residential units. The current zoning district would permit the development of multi-family units at approximately 18 units per acre. The proposed zoning would yield a density of 4.25 units per acre.

The applicant is proposing the Type A Architectural Component which would require all structures to be 85% masonry and include at least 5 architectural features. In addition, this

project will comply with the current standards regarding garages and parking. The ordinance includes provisions requiring a variety of elevations and prohibiting all the homes to be identical on the same street.

This project will continue the Mason Creek Trail from the existing segment located on the west side of Bagdad Road to the proposed segment that will be located in Magnolia Creek. An amenity center including a pool, clubhouse, and pavilion will be provided as part of this project.

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 and restoring the corridor with native plants. This corridor is currently channelized and does not support wildlife.

Below, please find a table including the proposed higher standards and requested waivers associated with this project.

HIGHER STANDARDS	WAIVERS
Type A Architectural Component	-
Reduced density (220 units vs +/- 918 units)	-
Provide landscape plan for the restoration of the Riparian Corridor	Allow for the riparian corridor buffer averaging
-	Allow ponds to encroach into the riparian corridor
-	Reduction in pond wall limitations
Additional Landscaping Equal to the size of the Pond Area	Not providing landscape area equivalent to the MF standards – 20%

The frontage of this property along Bagdad Road is located within a Mixed Use Corridor. This corridor provides for a variety of residential uses including small lot single-family, townhome, duplexes, and quadplexes. The portion of the property that is not within the Mixed Use Corridor is within the Neighborhood Residential land use category which calls for single-family development of varying densities.

STAFF RECOMMENDATION:

The proposed PUD would permit a condominium regime with detached residential units on a multi-family site plan. The proposed PUD includes the Type A architectural standard which is intended to ensure the highest quality architectural design.

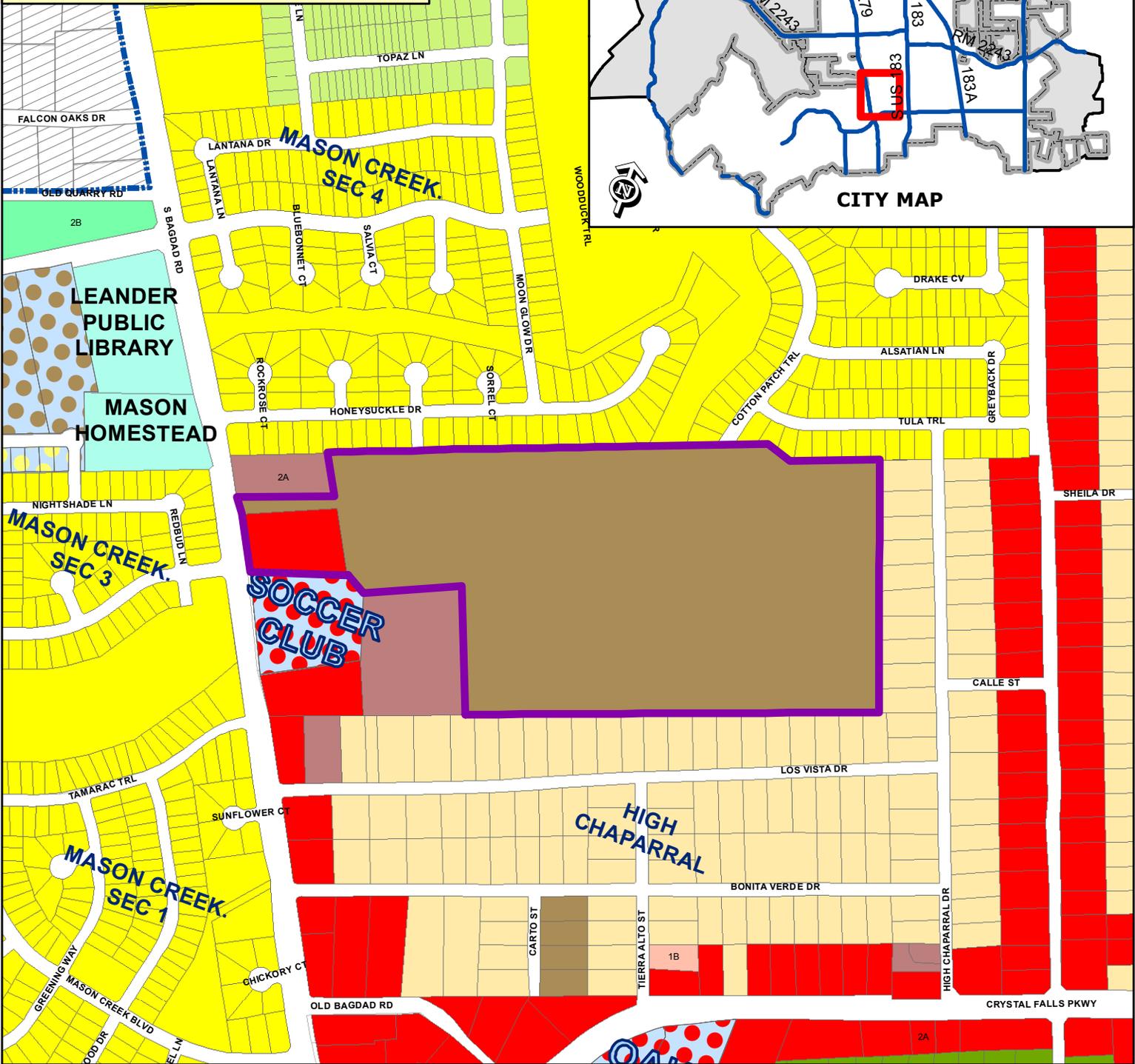
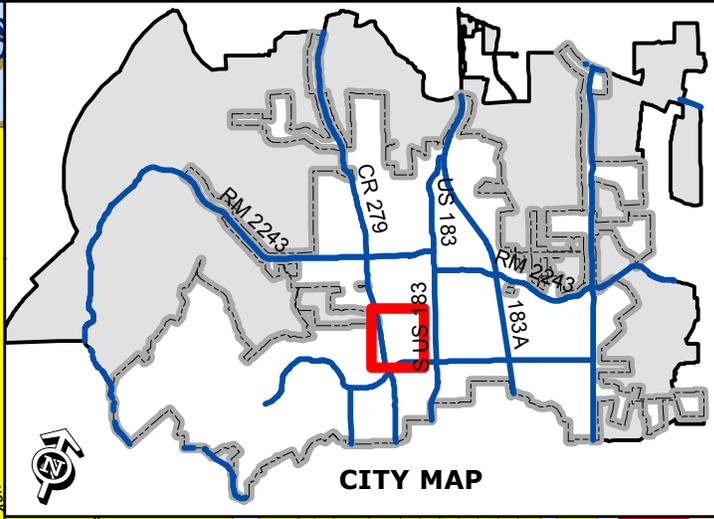
While the proposed multi-family base zoning district and restricted density of the PUD would be appropriate within the Mixed-Use Corridor component of the property, the application of the

multi-family district to the remainder of the property within the Neighborhood Residential land use category is of concern to staff. The Neighborhood Residential areas are intended for single-family development, but the proposed PUD would allow for the development of a multi-family project on the entire site. The site is currently zoned multi-family and the proposed PUD represents an improvement over the current zoning, but is still not entirely consistent with the intent of the Comprehensive Plan.

If the Planning & Zoning Commission chooses to recommend approval of the proposed PUD, staff suggests that the following provisions are included:

- An architectural rendering for all buildings is provided that specifies the building materials, and architectural features.
- The Type A standard is modified to stipulate a reduced percentage of stucco that is allowed to count toward the masonry requirement.
- Increased landscaping and masonry screening walls are required within the setback areas along and at the entrance to the project at Bagdad Road, at the entrance to the project at Cotton Patch Trail and Winecup Drive.

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



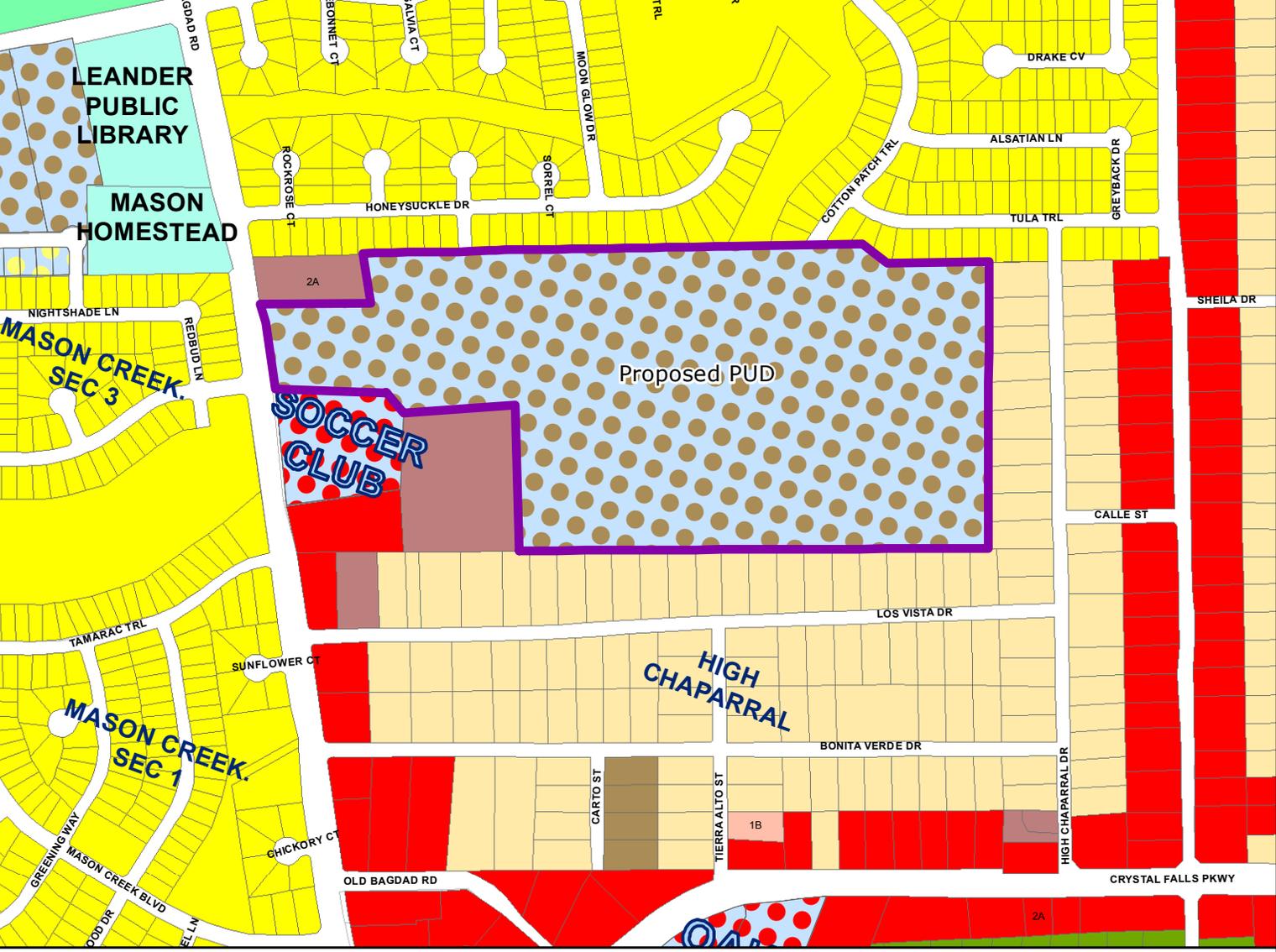
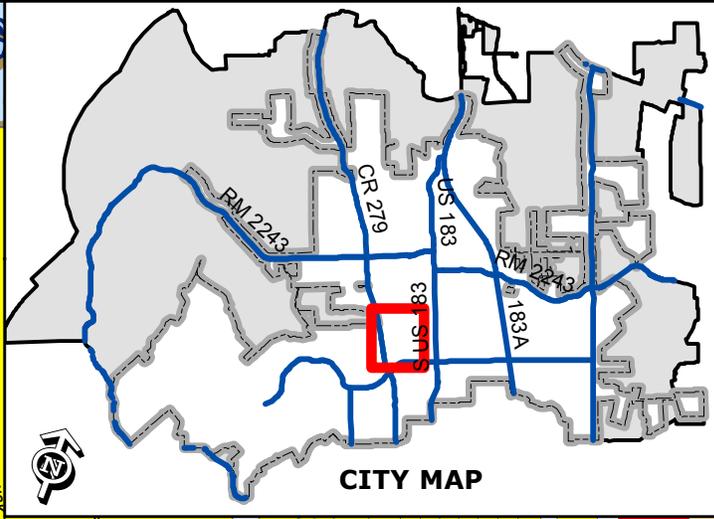
ZONING CASE 15-Z-010 Attachment #2 Current Zoning Map - Trails at Leander PUD

 Subject Property	 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	



0 200
Feet

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



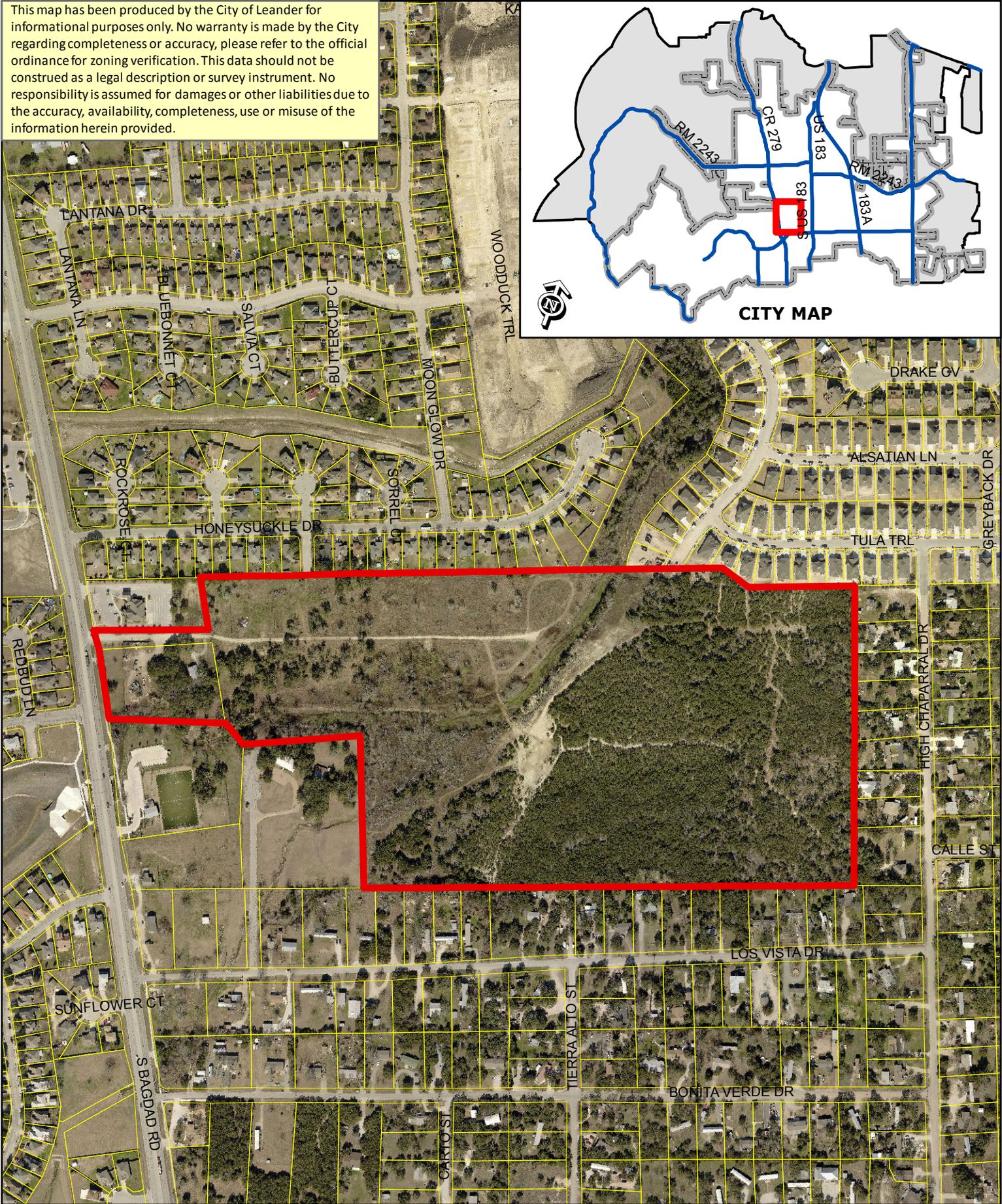
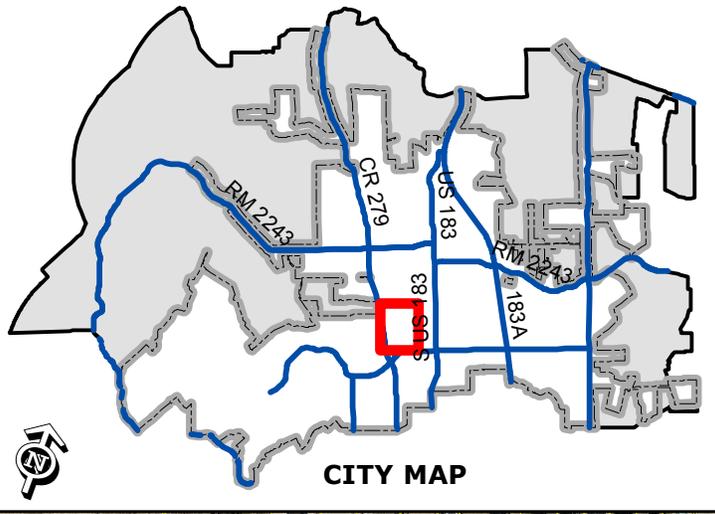
ZONING CASE 15-Z-010 Attachment #3 Proposed Zoning Map - Trails at Leander PUD

 Subject Property	 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	



0 200
Feet

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



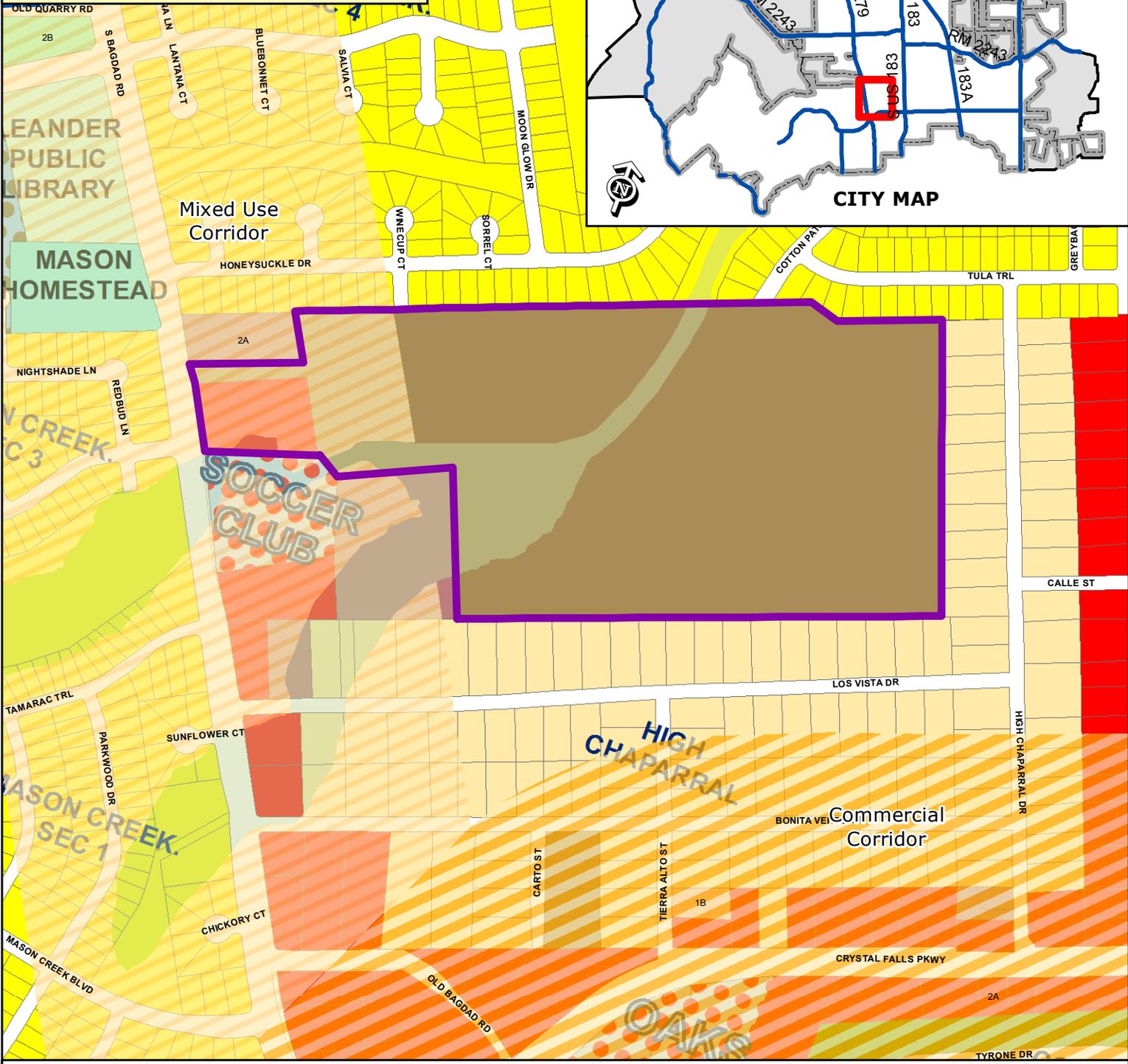
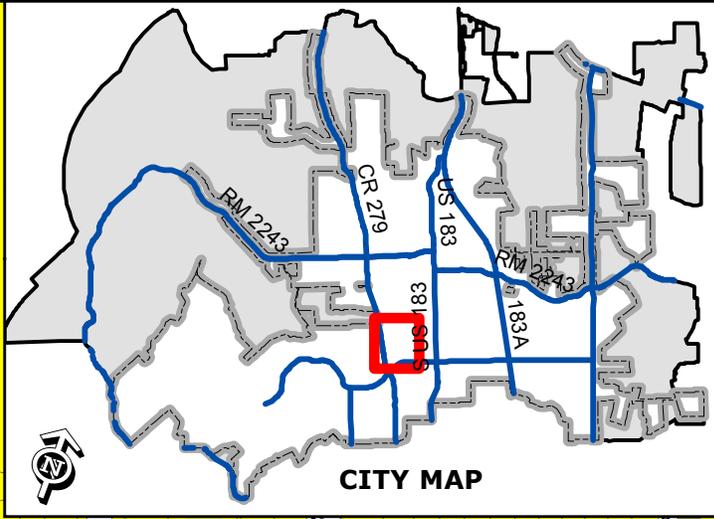
ZONING CASE 15-Z-010 Attachment #4

Aerial Exhibit - Approximate Boundaries
Trails at Leander PUD



-  Subject Property
-  City Limits

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ZONING CASE 15-Z-010 Attachment #5 Location Map - Trails at Leander PUD

Subject Property	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	

0 200
Feet

EXHIBIT A
Trails at Leander - PUD

A. Purpose and Intent

The Trails at Leander PUD is composed of approximately 51.83 acres, as shown in EXHIBIT C (field notes). 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 (EXHIBIT B) has been attached to this PUD to illustrate the design intent for the property and is intended to serve as a guide to illustrate the general community vision and design concepts. It is not intended to serve as a final document. The Site Layout Plan depicts the residential products and open space areas that are contemplated within the community.

B. 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 EXHIBIT A.

For the purpose of establishing development standards for the PUD, base zoning of Multi-Family (MF-2-A) has been selected from the Leander Composite Zoning Ordinance for the single-family residential products proposed within the PUD.

This PUD allows the flexibility to develop this unique project for smaller single family residential products and further define the various design and development elements effectively and efficiently. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD shall control.

C. CONCEPTUAL SITE LAYOUT AND LAND USE PLAN

EXHIBIT C attached is a conceptual development plan intended to visually convey the design intent for the Trails at Leander 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 the plat or site plan approval of the attached plan.

D. ALLOWABLE USE

The use will be detached single-family dwellings. The maximum dwelling count shall be 220 units.

E. LOT DESIGN STANDARDS

The Trails at Leander development will comply with the Development Standards set forth in Table 1 for a condo regime site plan on private drives. The following standards measure the setback from the drive.

EXHIBIT A
Trails at Leander - PUD

Table 1 – Development Standards

	MF-2-A
	DETACHED DWELLINGS
Front Setback (minimum from back of curb)	15 ft. Min
Side Setback (minimum from back of curb)	10 ft. Min
Building Setback (minimum setback between buildings)	10 ft. Min
Rear Setback (minimum)	20 ft. Min
Perimeter Setback	20 ft. Min *
Building Separation (minimum)	10 ft. Min **
Building Height	30 ft Max

**Patios, decks and similar improvements shall have a minimum separate of 10 feet from all adjacent buildings.*

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

F. DRIVE DESIGN

The Trails at Leander community shall incorporate the following drive standards.

1. The minimum driveway cross section of vehicular access within the PUD is 26 feet of pavement with a minimum 6 inch standing concrete curb on each side. Driveway alignment, as well as building pad and driveway island locations may vary to minimize disturbance to significant existing trees and natural topographic features.
2. The project shall be gated with provisions for a passenger vehicle turnaround outside of the gate at the main entrance on Bagdad Road.
3. Street lights will not be required but are permitted. Street light(s) will be provided at all PUD entrances from and exits to public roadways.
4. Sidewalks or trails are required within 200 feet of all units. Sidewalk and trails are required as shown on the City of Leander Transportation Plan including the connection of sidewalk along Bagdad and the Mason Creek Trail. All sidewalks and trails shall be concrete.

EXHIBIT A
Trails at Leander - PUD

G. ARCHITECTURAL AND PARKING REQUIREMENTS

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

1. Each dwelling shall have a minimum of 1,300 square feet of living area and a maximum of 3,500 square feet.
2. All dwellings shall be detached.
3. **PARKING:** A minimum of two garage-enclosed parking spaces and two additional off-street parking spaces (the garage driveway may be counted toward the provision of off-street parking) shall be provided per unit with three or more bedrooms.
4. Dwelling units with three or more bedrooms and lots having an accessory dwelling: A minimum of two garage-enclosed parking spaces and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided.
5. Dwelling units with two or fewer bedrooms: A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided.
6. Garages shall comply with Article VIII of the Composite Zoning Ordinance.

H. FENCING AND LANDSCAPING

1. This 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 project shall comply with the multi-family provisions regarding Tree Preservation and Protection.
2. Pond fences, if constructed, shall be wrought iron or decorative tubular metal.
3. All invasive species shall be removed.

I. AMENITIES

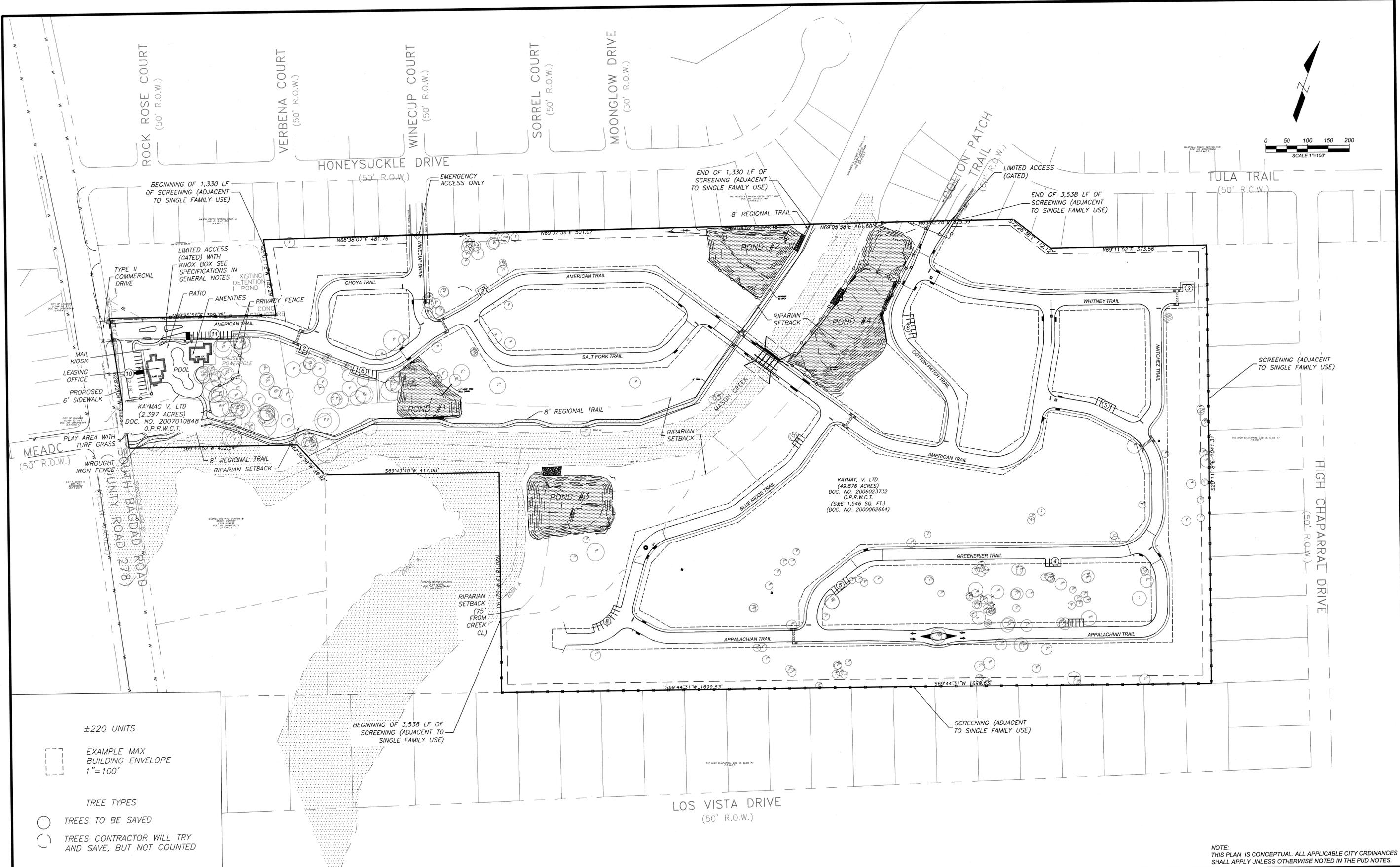
1. A covered pavilion or patio, pool and clubhouse shall be provided for residents. Walking trails shall be installed at various locations throughout the community.

J. RIPARIAN BUFFER AND PONDS

1. Storm water pond grading, mass retaining walls and mass grading are allowed in the riparian buffer (Section 49 of the Subdivision Ordinance) at least 5 feet from a defined creek bank. Native central Texas riparian plants will be installed in the riparian buffer to help improve water quality and habitat and to limit maintenance. Buffer averaging may be used. Total proposed buffer must be equal to or greater than original buffer.
2. An additional two 2-caliper inch trees and four 1 gallon shrubs per 600 sq. ft of the pond area is required as additional landscaping on the site. Pond area is defined as the area inundated with storm water at the elevation of the top of the pond outlet structure weir.

EXHIBIT A
Trails at Leander - PUD

3. Ponds may be installed in the Riparian Buffer. Above ground structural stabilization shall be limited to the use of native stone (except for the outlet structures) and shall be minimized in locations where it is visible from adjacent developments.
4. A landscape plan showing the riparian corridor restoration will be required at the site development stage.
5. Ponds will meet the current ordinance requirement regarding perimeter walls for the aggregate of the four ponds and no pond may exceed 50% perimeter walls.



- ±220 UNITS
- EXAMPLE MAX BUILDING ENVELOPE
1"=100'
- TREE TYPES
- TREES TO BE SAVED
- TREES CONTRACTOR WILL TRY AND SAVE, BUT NOT COUNTED

NOTE:
THIS PLAN IS CONCEPTUAL. ALL APPLICABLE CITY ORDINANCES SHALL APPLY UNLESS OTHERWISE NOTED IN THE PUD NOTES.

NO.	DESCRIPTION	DATE	BY

ENGINEERED BY:
LOCKWOOD ENGINEERS, INC.
 CIVIL ENGINEERING AND PLANNING
 413 S. WEST DR., LEANDER, TEXAS 78641
 TEXAS REGISTERED ENGINEERING FIRM F-2613
 (512) 260-9100

DESIGNED: A.H.G.
 DRAWN: C.M.R., A.T.G.
 CHECKED: A.H.G.
 DATE: 7/28/2015

PROJECT: TRAILS AT LEANDER
 TASK: SITE DEVELOPMENT
 SHEET: PUD EXHIBIT B CONCEPTUAL SITE LAYOUT AND LAND USE PLAN
 JOB NO.: 14-1006 SHEET OF SHEETS

May 26, 2015

Robin Griffin
Senior Planner
City of Leander
P O Box 319
Leander, TX 78646

Subject: Trails of Leander – PUD Zoning Change Request Letter of Intent

LE#14-1006

Dear Ms. Griffin:

Trails of Leander is a 51.83 acre tract located adjacent to the eastern side of Bagdad Road approximately 0.1 miles south of Honeysuckle Drive. The tract is bordered on the west by Bagdad Road and several commercial tracts, on the south and east by High Chaparral, Section 5, and on the north by Magnolia Creek, Section 5 and Mason Creek, Section 1 and Section 4-A.

Bagdad Road is shown on the City of Leander Roadway Plan to be a major arterial with a 100 feet wide ROW. The 100 feet wide ROW appears to exist along the frontage of this tract. Two roadways stub into the tract from the north. Winecup Drive stubs from Mason Creek, Section 4-A and is a local street with a 50' ROW and a 30' F-F section. Cotton Patch Trail stubs from Magnolia Creek, Section 5 and is a residential collector street with a 60' ROW and a 40' F-F section. The tract is not located along or near the intersection of any existing or proposed major roadways.

A Planned Unit Development zoning is requested for the tract as follows:

The development will be a high-end luxury managed rental community combing the benefits of detached living units for autonomy and privacy in a managed, full service setting. The full service approach and single story living units are targeted with "empty nesters" in mind. All lawns will be maintained by the development reducing irrigation water usage by large scale managed application. Space is provided between units with small back yards and separate driveways and garages. Trails at Leander has been designed to create a single family feel with the conveniences of an apartment complex. The development will be a walkable, pedestrian-friendly neighborhood. Amenities will include a pool, social house and community garden. The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Site Layout Plan (EXHIBIT 1) has been attached to this PUD to illustrate the design intent for the property and is intended to serve as a guide to illustrate the general community vision and design concepts.

All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in the PUD. For the purpose of establishing development standards for the PUD, base zoning of Multi Family (MF-2-B) has been selected from the Leander Composite Zoning Ordinance for the various residential products proposed within the PUD. This PUD allows the flexibility to

develop this unique project for smaller single family residential products and further define the various design and development elements effectively and efficiently.

The density of this development will be less than 4 units per acre in place of the base zoning allowable 18 units.

Thank you for your consideration of this zoning change request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony Goode', written in a cursive style.

Anthony Goode, P.E.

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING TWO PARCELS OF LAND FROM MF-2-B (MULTI-FAMILY) AND GC-3-C (GENERAL COMMERCIAL) 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 51.84 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "B", generally located approximately 1,200 feet to the south of the intersection of Bagdad Road and Sonny Drive on the east side of Bagdad Road; legally described as 51.84 acres more or less out of the E. D. Harmon Survey, Abstract No. 6 more particularly described in Document Number 2015001258 Official Public Records of Williamson County, Texas, and identified by tax identification number R031330 and R031331.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from MF-2- (Multi-Family) and GC-3-C (General Commercial) to PUD (Planned Unit Development) known as the Trails of Leander 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 3rd day of December, 2015.
FINALLY PASSED AND APPROVED on this the 17th day of December, 2015.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

EXHIBIT A
Trails at Leander - PUD

A. Purpose and Intent

The Trails at Leander PUD is composed of approximately 51.83 acres, as shown in EXHIBIT C (field notes). 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 (EXHIBIT B) has been attached to this PUD to illustrate the design intent for the property and is intended to serve as a guide to illustrate the general community vision and design concepts. It is not intended to serve as a final document. The Site Layout Plan depicts the residential products and open space areas that are contemplated within the community.

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The use will be detached single-family dwellings. The maximum dwelling count shall be 220 units.

E. LOT DESIGN STANDARDS

The Trails at Leander development will comply with the Development Standards set forth in Table 1 for a condo regime site plan on private drives. The following standards measure the setback from the drive.

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Trails at Leander - PUD

Table 1 – Development Standards

	MF-2-A
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**Patios, decks and similar improvements shall have a minimum separate of 10 feet from all adjacent buildings.*

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EXHIBIT A
Trails at Leander - PUD

G. ARCHITECTURAL AND PARKING REQUIREMENTS

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

1. Each dwelling shall have a minimum of 1,300 square feet of living area and a maximum of 3,500 square feet.
2. All dwellings shall be detached.
3. **PARKING:** A minimum of two garage-enclosed parking spaces and two additional off-street parking spaces (the garage driveway may be counted toward the provision of off-street parking) shall be provided per unit with three or more bedrooms.
4. Dwelling units with three or more bedrooms and lots having an accessory dwelling: A minimum of two garage-enclosed parking spaces and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided.
5. Dwelling units with two or fewer bedrooms: A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided.
6. Garages shall comply with Article VIII of the Composite Zoning Ordinance.

H. FENCING AND LANDSCAPING

1. This 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 project shall comply with the multi-family provisions regarding Tree Preservation and Protection.
2. Pond fences, if constructed, shall be wrought iron or decorative tubular metal.
3. All invasive species shall be removed.

I. AMENITIES

1. A covered pavilion or patio, pool and clubhouse shall be provided for residents. Walking trails shall be installed at various locations throughout the community.

J. RIPARIAN BUFFER AND PONDS

1. Storm water pond grading, mass retaining walls and mass grading are allowed in the riparian buffer (Section 49 of the Subdivision Ordinance) at least 5 feet from a defined creek bank. Native central Texas riparian plants will be installed in the riparian buffer to help improve water quality and habitat and to limit maintenance. Buffer averaging may be used. Total proposed buffer must be equal to or greater than original buffer.
2. An additional two 2-caliper inch trees and four 1 gallon shrubs per 600 sq. ft of the pond area is required as additional landscaping on the site. Pond area is defined as the area inundated with storm water at the elevation of the top of the pond outlet structure weir.

EXHIBIT A
Trails at Leander - PUD

3. Ponds may be installed in the Riparian Buffer. Above ground structural stabilization shall be limited to the use of native stone (except for the outlet structures) and shall be minimized in locations where it is visible from adjacent developments.
4. A landscape plan showing the riparian corridor restoration will be required at the site development stage.
5. Ponds will meet the current ordinance requirement regarding perimeter walls for the aggregate of the four ponds and no pond may exceed 50% perimeter walls.

Public Hearing

12. **Zoning Case 15-Z-010:** Hold a public hearing and consider action on the rezoning of two parcels of land located at 1208 S. Bagdad Road for 51.84 acres more or less; WCAD Parcels R031330 and R031331. Currently, the property is zoned MF-2-B (Multi-Family) and GC-3-C (General Commercial). The applicant is proposing to zone the property to PUD (Planned Unit Development) with a base zoning district of MF-2-A (Multi-Family), Leander, Williamson County, Texas. Applicant: Anthony Goode on behalf of AHV-RS Trails at Leander, LLC.

a) Staff Presentation

Martin Siwek, Planner, stated that staff reviewed the request and provided a list of conditions for the Commission to consider.

b) Applicant Presentation

Anthony Goode, applicant, explained the purpose for the zoning request.

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.

Blake Yantis, owner representative, and Anthony Goode answered the Commission's questions.

f) Consider Action

Commissioner Hines moved to approve the PUD (Planned Unit Development) with a base zoning district of MF-2-A (Multi-Family) with the following conditions:

- 1. The community will not be gated.**
- 2. The drives inside the property will meet the width requirements for private roads.**
- 3. Access to Winecup will be a regular access, not an emergency access with a crash gate.**
- 4. Install a painted crosswalk and appropriate signage (as determined by the Parks & Recreation and Public Works Departments) for the trail crossing at Bagdad Road.**
- 5. The Type A Architectural Component is modified to limit the amount of stucco that qualifies as masonry to 50%.**
- 6. The landscaping requirements shall be increased to 150%.**
- 7. Architectural renderings shall be submitted with at least seven visually distinct elevations.**
- 8. The leasing office shall be moved to front on Bagdad Road and the parking shall be placed behind the building.**
- 9. Limit the fencing adjacent to the riparian corridor to wrought iron or decorative tubular metal.**
- 10. Provide a definition of soil.**
- 11. Provide a landscape plan per single family home for a minimum of two homes.**
- 12. City Council defers the final decision until the Commission can review the renderings and the landscape plans.**

Commissioner Schwendenman seconded the motion. Motion failed with a 3 to 4 vote (Anderson, Allen, Means, and Sokol opposing)

Commissioner Hines moved to approve an alternate recommendation of the PUD (Planned Unit Development) with a base zoning district of MF-2-A (Multi-Family) with the following conditions:

- 1. Install a painted crosswalk and appropriate signage (as determined by the Parks & Recreation and Public Works Departments) for the trail crossing at Bagdad Road.**
- 2. The Type A Architectural Component is modified to limit the amount of stucco that qualifies as masonry to 50%.**
- 3. The landscaping requirements shall be increased to 150%.**
- 4. Architectural renderings shall be submitted with at least seven visually distinct elevations.**
- 5. The leasing office shall be moved to front on Bagdad Road and the parking shall be placed behind the building.**
- 6. Limit the fencing adjacent to the riparian corridor to wrought iron or decorative tubular metal.**
- 7. Provide a definition of soil.**
- 8. Provide a landscape plan per single family home for a minimum of two homes.**
- 9. City Council defers the final decision until the Commission can review the renderings and the landscape plans.**

Commissioner Means seconded the motion. Motion passed with a 6 to 1 vote (Cotten opposing).

13. Meeting Adjourned at **9:00 pm**

Chairman Sokol

ATTEST:

Ellen Pizalate, Secretary



Executive Summary

December 3, 2015

Agenda Subject: Development Agreement Case #12-DA-001: Discussion and possible action to approve the fourth amendment to the development agreement for the Nameless Valley Ranch (aka Travisso) between the City of Leander and Travisso, Ltd for 2,135.54 acres more or less, generally located to the west of Bloody Hollow, abutting FM 1431 on the south and Nameless Road, Leander, Williamson County, Texas.

Background: The fourth amendment to the development agreement for the Nameless Valley Ranch (aka Travisso) includes:

1. Amend the concept plan to include revisions to the phasing, relocation of the fire station, and adding the 18 acres that were previously located in Jonestown;
2. Parkland dedication and/or fees shall be paid at the time of final plat;
3. Provide for administrative variances associated with field adjustments and design of roadways by the City of Leander Engineering Department.

Origination: Applicant: Tim Towell on behalf of TMC Travisso GP, LLC.

Financial Consideration: None.

Recommendation: Staff recommends approval of the amendment to the development agreement.

Attachments:

1. Development Agreement
2. Location Exhibit

Prepared By: Tom Yantis, AICP
Assistant City Manager

11/23/2015

**FOURTH AMENDMENT TO THE
DEVELOPMENT AGREEMENT
FOR THE NAMELESS VALLEY RANCH**

This Fourth Amendment to the Development Agreement-Nameless Valley Ranch (this "Fourth Amendment") is made and entered into as of _____, 2015, by and between the **City of Leander**, a Texas home-rule municipal corporation (the "**City**"), and **Travisso, Ltd.**, a Texas limited partnership ("**Owner**"). The City and Developer are sometimes referred to herein collectively as the "**Parties**".

RECITALS

Whereas, the City and Lookout Partners, L.P. ("**Lookout**"), a Texas limited partnership, and Key-Deer Holdings, L.P. ("**Key-Deer**"), a Texas limited partnership, each acting by their General Partner, Morningside Land & Cattle Company ("**Morningside**"), a Texas limited liability company, entered into the Development Agreement-Nameless Valley Ranch, effective as of the May 3, 2012, and that First Amendment to the Development Agreement dated as of November 1, 2012;

Whereas, the City, Lookout, and Key-Deer entered into three Facilities Agreements, each effective as of July 20, 2012, with each of the following municipal utility districts created and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Water Code: Travis County Municipal Utility District No. 19, Travis County Municipal Utility District No. 20, and Travis County Municipal Utility District No. 21 (the "**MUDs**"); each of which were subsequently amended by the First Amendment to the Facilities Agreement, each effective November 1, 2012;

Whereas, the above-described Facilities Agreements and their subsequent amendments are herein referred to as the Facilities Agreements;

Whereas, Taylor Morrison of Texas, Inc., a Texas corporation ("**Taylor Morrison**") purchased and acquired the Property and the rights, titles and obligations of Lookout, Key-Deer and Morningside (hereinafter referred to collectively as the "**Morningside Parties**") under the Development Agreement, as amended; and on December 20, 2012, the City Council authorized and approved the assignment of the Development Agreement, as amended, and all the rights, titles and obligations of the Morningside Parties pursuant to the Development Agreement, as amended, to Taylor Morrison;

Whereas, Owner, an affiliate of Taylor Morrison, purchased and acquired the Property and the rights, titles and obligations of Taylor Morrison under the Development Agreement, as amended; and on or about May 16, 2013, the City Council authorized and approved the assignment of the Development Agreement, as amended, and all the rights, titles and obligations of Taylor Morrison pursuant to the Development Agreement, as amended, to Owner;

Whereas, the City and Owner entered into the Second Amendment to the Development Agreement dated May 16, 2013, the Second Addendum to the Development Agreement dated November 15, 2013, and the Third Amendment to the Development Agreement dated as of April 3, 2014;

Whereas, the Development Agreement-Nameless Valley Ranch, the First Amendment, the Second Amendment, the Third Amendment, and the Second Addendum are herein referred to, collectively, as the “**Agreement**”; and

Whereas, the Parties desire to further amend the Agreement to modify the location of the Fire Station Site, to make the Agreement consistent with the PUD Zoning Ordinance, to recognize that Section 10.07 was amended by the Facilities Agreements, to address timing of parkland dedication requirements, and to allow for variances to roadway design speed requirements to be granted administratively as provided herein.

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Third Amendment the City and Developer hereby contract, covenant and agree as follows:

Section 1. Property. As contemplated by Section 12.04 of the Development Agreement-Nameless Valley Ranch, the Parties hereby add to the Property that certain tract of land containing approximately 18.598 acres, more or less, which is described on Exhibit A attached to this Fourth Amendment and incorporated herein by reference (the “Added Land”).

Section 2. Concept Plan. The Parties hereby amend the Concept Plan to include the Added Land and to incorporate additional revisions as shown on Exhibit A-1 attached to this Fourth Amendment and incorporated herein by reference. Exhibit A-1 attached to the Development Agreement is hereby amended, superseded and replaced in its entirety by Exhibit A-1 attached to this Fourth Amendment.

Section 3. Fire Station Site. The Parties hereby amend the provisions of Section 5.03 of the Development Agreement and Section 1.01 of the First Amendment relating to the location of the Fire Station Site to provide that the Fire Station Site will consist of approximately 3.67 acres of land, more or less, being all of Lot 32, Block A, Final Plat of Travisso Section One, Phase One, according to the plat recorded as Document Number 201400009, Official Public Records of Travis County, Texas. All other provisions of Section 1.01 of the First Amendment and Section 5.03 of the Development Agreement shall remain in full force and effect. The City acknowledges that Owner has (pursuant to the deed recorded as Document No. 2015169955 in the Official Public Records of Williamson County, Texas) satisfied the Owner’s obligation to convey the Fire Station Site to the City.

Section 4. PUD Zoning. The City is enacting Ordinance No. 15-056-00, which amends the zoning of the Added Land to planned unit development district. The definition of “PUD Ordinance” in Article I of the Agreement is hereby amended to refer to both: (a) Ordinance No. 14-018-00 referenced in the Third Amendment; and (b) Ordinance No. 15-056-00 referenced above in this Section 4. Developer agrees to develop the Property and the Added Land in compliance with the applicable PUD Ordinance, and in the event of a conflict between the Applicable Rules and the PUD Ordinance, the PUD Ordinance shall control.

Section 5. Phasing. The Parties agree and acknowledge that the dates and other information set out on the Concept Plan with respect to phasing (collectively, the “Project Phasing Estimates”) are conceptual in nature and are subject to change from time to time. As long as the Property is developed in conformance with the PUD Ordinance (as amended), Owner can develop and market the Property without regard to the Project Phasing Estimates.

Section 6. Tax Rebates. The parties acknowledge and agree that Sections 5.01(b) and 5.02(a) of the Facilities Agreements amended and replaced Section 10.07 of the Agreement in its entirety, so that Tax Rebates are paid to the respective Districts as provided in the respective Facilities Agreements. Therefore, Section 10.07 is hereby amended to read as follows:

Section 10.07. Reserved.

Section 7. Park Plan and Parkland Dedication. The parkland that is located within the boundaries of property included in a final plat application, as generally identified in the approved Parks Plan attached as Exhibit D to the Development Agreement, will be dedicated to the City, or fees in lieu of parkland, as applicable and determined by the City shall be paid at the time of final plat approval, as final plats are approved from time to time. The parkland dedication, or fee-in-lieu of parkland dedication, as applicable and determined by the City, shall adhere to the intent of the approved Park Plan. The Parties agree that the dates and other information set out on the Park Plan with respecting to phasing (collectively, the “Park Phasing Estimates”) are conceptual in nature and are subject to change. As long as Owner complies with the PUD Ordinance, (as amended) and the requirements set out above in this Section 7, Owner will be allowed to proceed with the development and marketing of the Property without regard to the Park Phasing Estimates.

Section 8. Administrative Approval of Certain Variances. Section 3.08(d) of the Development Agreement is hereby amended in its entirety to read as follows:

- (d) Future Subdivision Variances. Future variances to the requirements of the City’s Subdivision Ordinance and any other applicable ordinances may be approved as follows: (i) by the Planning Commission when it approves a Preliminary Plat of a tract, phase or section of a subdivision, provided each such

variance is defined and recorded on the approved Preliminary Plat; (ii) minor alternatives, regarding the construction of roadways, that are reasonably necessary and not inconsistent with the Applicable Requirements may be granted during construction as provided in Section 8.01 (the "Field Adjustments"); and (iii) variances from roadway design speeds that are determined to be reasonably necessary due to topography may be granted as provided in Section 8.01 (the "Design Variances"). A waiver approved for a section or phase of a subdivision pursuant (a) above, and an alternative storm water plan approved pursuant to (b) above, shall run with the land after final plat approval of the phase or section of the subdivision. Variances granted for a Preliminary Plat shall remain in effect and run with the land included in the Preliminary Plat if a Final Plat is approved and recorded for that tract, phase or section prior to expiration of the Preliminary Plat. If a Preliminary Plat expires any Variances approved for that Preliminary Plat shall terminate and expire. Field Adjustments and Design Variances may be approved administratively by the engineering department of the City and shall be and remain in effect from and after City acceptance of the roadway.

Section 9. Roadway Variances. Section 8.01(a) of the Development Agreement is hereby amended in its entirety to read as follows:

(a) Variances and Waivers. Variances shall consist of the Variances granted pursuant to Section 3.08. Appropriate variances that relate to the design and construction of proposed roadway facilities may be approved by the Planning Commission as provided in Subsection 3.08(d). The City Engineer and the Director of Development Services may approve Field Adjustments and Design Variances as provided in Subsection 3.08(d). Field Adjustments may not be approved if they conflict with the Applicable Requirements, good engineering practices, or will restrict traffic flow, present a danger to public health, property, safety or welfare, or increase maintenance expense. Design Variances may be not be approved if they conflict with good engineering practices, will materially restrict traffic flow, present a material danger to public health, property, safety or welfare, or materially increase maintenance expense.

Section 10. Capitalized Terms. Capitalized terms that appear in this Fourth Amendment shall be defined as set forth herein. If no definition is set forth herein, such capitalized terms shall be defined as set forth in the Agreement.

Section 11. Entire Agreement. This Fourth Amendment, together with the Agreement, sets forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 12. Binding Effect. This Fourth Amendment will extend to and be binding upon and inure to the benefit of the parties hereto their respective successors and permitted assigns.

Section 13. Effect of Amendment. The parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Fourth Amendment and the Agreement, this Fourth Amendment will control and modify the Agreement.

Section 14. Counterparts. This Fourth Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In Witness Whereof, this instrument is executed and in effect as of _____
_____, 2015.

City of Leander

Attest:

Debbie Haile, City Secretary

By: _____
Name: Kent Cagle
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2015,
by Kent Cagle, City Manager, City of Leander, Texas, on behalf of the City.

NOTARY PUBLIC, State of Texas

TRAVISSO, LTD.,
a Texas limited partnership

By: TMC TRAVISSO GP, LLC,
a Texas limited liability company,
its general partner

By: _____

Name: _____

Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2015, by _____ as Vice President of TMC Travisso GP, LLC, a Texas limited liability company, general partner of Travisso, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

NOTARY PUBLIC, State of Texas

LEGEND

- 1/2" IRON ROD FOUND
- ⊙ IRON PIPE FOUND

{W0660989.6}

C.S. MASON SURVEY 204

A-2

REMAINDER OF 2144.875 AC.
TRAVISSO, LTD.
DOC. NO. 2013056181

APPROX. JONESTOWN

APPROX. JONESTOWN CITY LIMITS
7°53'39"E 648.56'

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N06°58'47"W	173.22'
L2	N09°02'39"W	226.96'
L3	N06°19'27"W	50.36'
L4	S83°37'05"W	59.92'

REMAINDER OF 2144.875 AC.
TRAVISSO, LTD.

Exhibit A-1

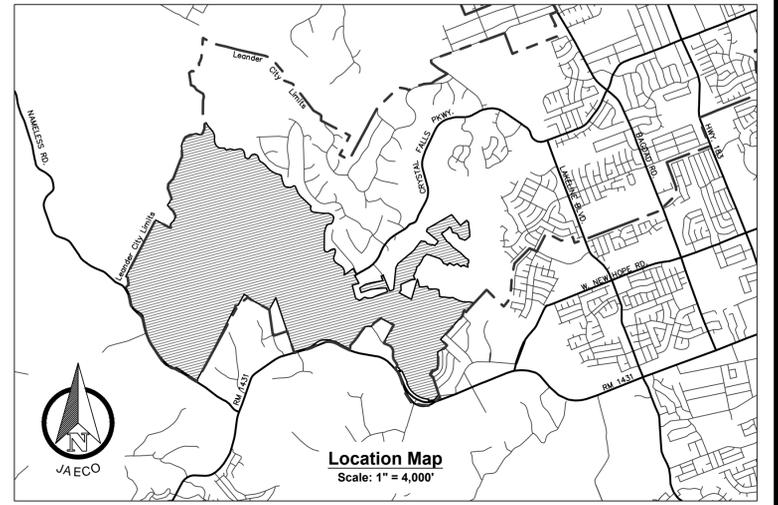
Amended Concept Plan

Note:
Project phasing is conceptual in nature & subject to change from time to time. As long as the property is developed in conformance with the PUD Ordinance (as amended), owner can develop & market the property without regard to the project phasing estimates.

TRAVISSO MASTER CONCEPT PLAN REVISION 1

(Previously Known As Crystal Falls West Concept Plan)

IN THE CITY OF LEANDER, TRAVIS COUNTY, TEXAS

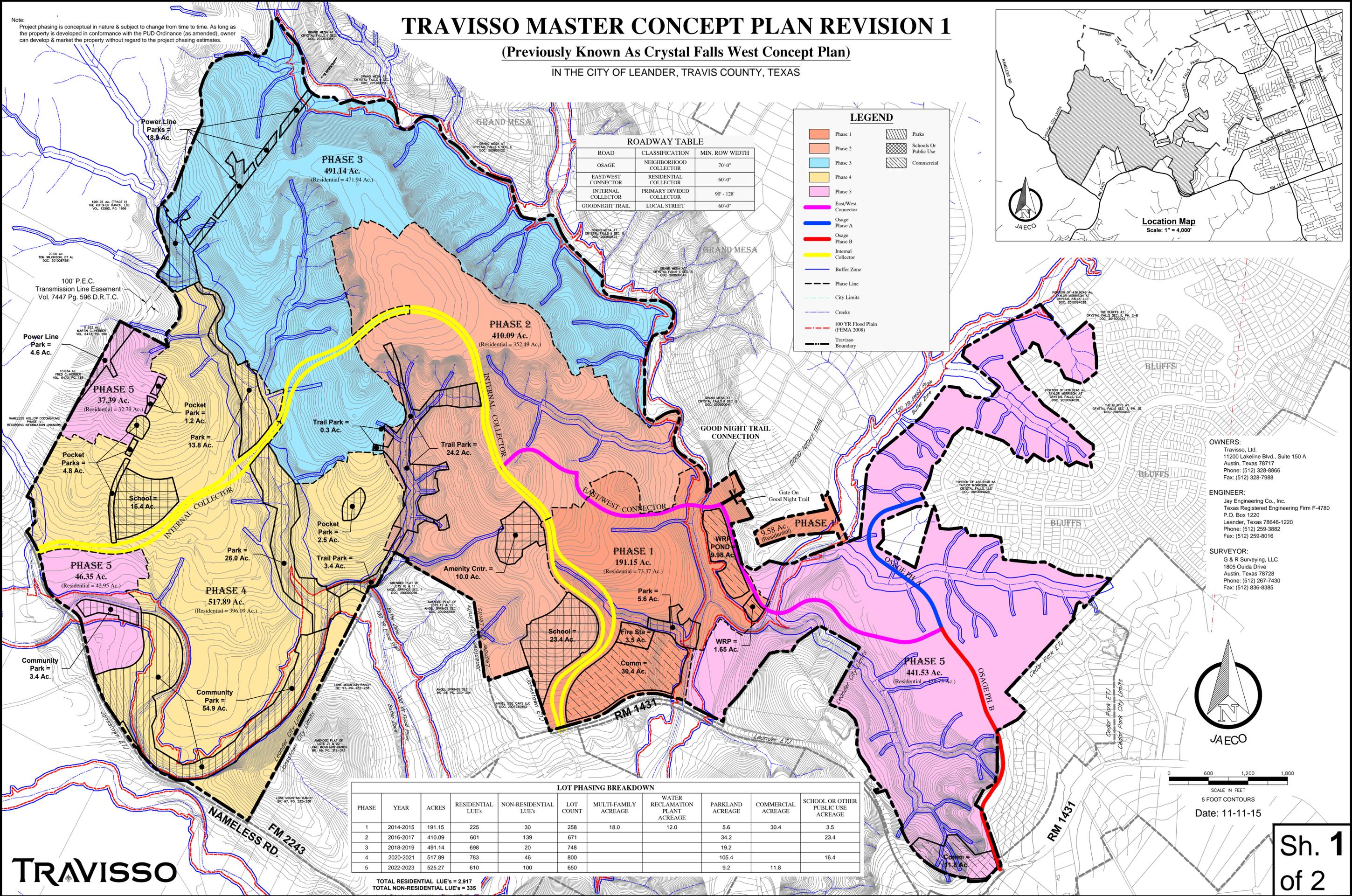


ROADWAY TABLE

ROAD	CLASSIFICATION	MIN. ROW WIDTH
OSAGE	NEIGHBORHOOD COLLECTOR	70'-0"
EAST/WEST CONNECTOR	RESIDENTIAL COLLECTOR	60'-0"
INTERNAL COLLECTOR	PRIMARY DIVIDED COLLECTOR	90' - 128'
GOODNIGHT TRAIL	LOCAL STREET	60'-0"

LEGEND

- Phase 1 (Light Orange)
- Phase 2 (Orange)
- Phase 3 (Light Blue)
- Phase 4 (Yellow)
- Phase 5 (Pink)
- East/West Connector (Magenta)
- Osage Phase A (Blue)
- Osage Phase B (Red)
- Internal Collector (Yellow)
- Buffer Zone (Blue Dashed)
- Phase Line (Black Dashed)
- City Limits (Green Dashed)
- Creeks (Blue)
- 100 YR Flood Plain (FEMA 2008) (Red Dashed)
- Travisso Boundary (Black Dashed)
- Parks (Green Hatched)
- Schools Or Public Use (Black Hatched)
- Commercial (Grey Hatched)



OWNERS:
Travisso, Ltd.
11200 Lakeline Blvd., Suite 150 A
Austin, Texas 78717
Phone: (512) 328-8866
Fax: (512) 328-7988

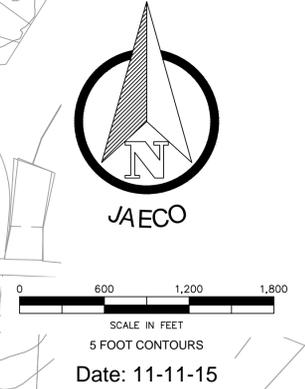
ENGINEER:
Jay Engineering Co., Inc.
Texas Registered Engineering Firm F-4780
P.O. Box 1220
Leander, Texas 78646-1220
Phone: (512) 267-3882
Fax: (512) 259-8016

SURVEYOR:
G & R Surveying, LLC
1805 Ouida Drive
Austin, Texas 78728
Phone: (512) 267-7430
Fax: (512) 638-8385

LOT PHASING BREAKDOWN

PHASE	YEAR	ACRES	RESIDENTIAL LUE's	NON-RESIDENTIAL LUE's	LOT COUNT	MULTI-FAMILY ACREAGE	WATER RECLAMATION PLANT ACREAGE	PARKLAND ACREAGE	COMMERCIAL ACREAGE	SCHOOL OR OTHER PUBLIC USE ACREAGE
1	2014-2015	191.15	225	30	258	18.0	12.0	5.6	30.4	3.5
2	2016-2017	410.09	601	139	671			34.2		23.4
3	2018-2019	491.14	698	20	748			19.2		
4	2020-2021	517.89	783	46	800			105.4		16.4
5	2022-2023	525.27	610	100	650			9.2	11.8	

TOTAL RESIDENTIAL LUE's = 2,917
TOTAL NON-RESIDENTIAL LUE's = 335



TRAVISSO

**Sh. 1
of 2**

D:\Projects\193 - Taylor Morrison\193-076-20 Travisso Concept Plan Revision\Drawings\Travisso_Concept_Plan_rev-1.dwg

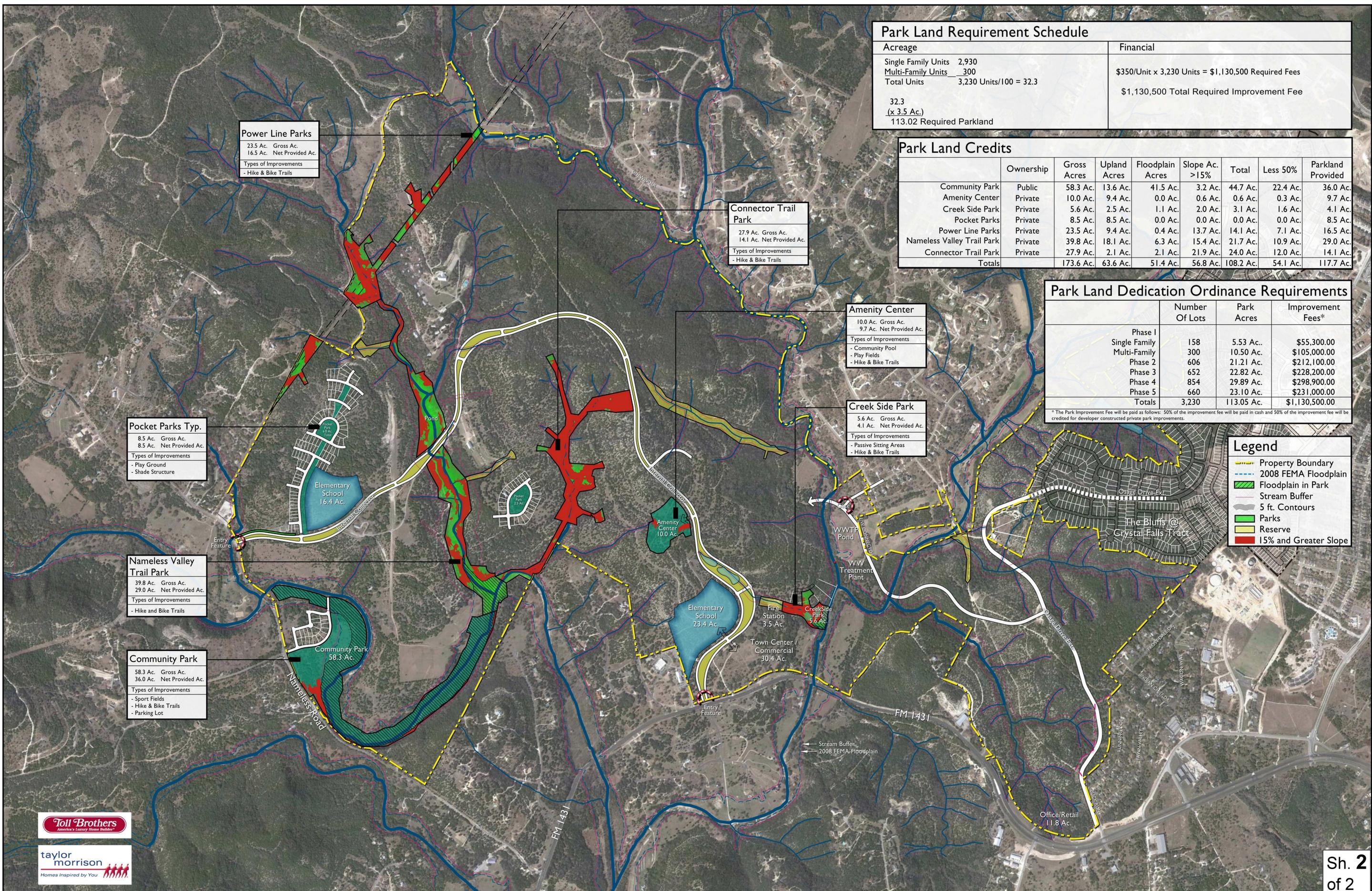
Park Land Requirement Schedule		
Acreage		Financial
Single Family Units	2,930	\$350/Unit x 3,230 Units = \$1,130,500 Required Fees
Multi-Family Units	300	
Total Units	3,230 Units/100 = 32.3	
32.3 (x 3.5 Ac.) 113.02 Required Parkland		\$1,130,500 Total Required Improvement Fee

Park Land Credits								
	Ownership	Gross Acres	Upland Acres	Floodplain Acres	Slope Ac. >15%	Total	Less 50%	Parkland Provided
Community Park	Public	58.3 Ac.	13.6 Ac.	41.5 Ac.	3.2 Ac.	44.7 Ac.	22.4 Ac.	36.0 Ac.
Amenity Center	Private	10.0 Ac.	9.4 Ac.	0.0 Ac.	0.6 Ac.	0.6 Ac.	0.3 Ac.	9.7 Ac.
Creek Side Park	Private	5.6 Ac.	2.5 Ac.	1.1 Ac.	2.0 Ac.	3.1 Ac.	1.6 Ac.	4.1 Ac.
Pocket Parks	Private	8.5 Ac.	8.5 Ac.	0.0 Ac.	0.0 Ac.	0.0 Ac.	0.0 Ac.	8.5 Ac.
Power Line Parks	Private	23.5 Ac.	9.4 Ac.	0.4 Ac.	13.7 Ac.	14.1 Ac.	7.1 Ac.	16.5 Ac.
Nameless Valley Trail Park	Private	39.8 Ac.	18.1 Ac.	6.3 Ac.	15.4 Ac.	21.7 Ac.	10.9 Ac.	29.0 Ac.
Connector Trail Park	Private	27.9 Ac.	2.1 Ac.	2.1 Ac.	21.9 Ac.	24.0 Ac.	12.0 Ac.	14.1 Ac.
Totals		173.6 Ac.	63.6 Ac.	51.4 Ac.	56.8 Ac.	108.2 Ac.	54.1 Ac.	117.7 Ac.

Park Land Dedication Ordinance Requirements			
	Number Of Lots	Park Acres	Improvement Fees*
Phase 1			
Single Family	158	5.53 Ac.	\$55,300.00
Multi-Family	300	10.50 Ac.	\$105,000.00
Phase 2	606	21.21 Ac.	\$212,100.00
Phase 3	652	22.82 Ac.	\$228,200.00
Phase 4	854	29.89 Ac.	\$298,900.00
Phase 5	660	23.10 Ac.	\$231,000.00
Totals	3,230	113.05 Ac.	\$1,130,500.00

* The Park Improvement Fee will be paid as follows: 50% of the improvement fee will be paid in cash and 50% of the improvement fee will be credited for developer constructed private park improvements.

Legend	
	Property Boundary
	2008 FEMA Floodplain
	Floodplain in Park
	Stream Buffer
	5 ft. Contours
	Parks
	Reserve
	15% and Greater Slope



PARKS MASTER PLAN

SCALE: 1" = 400'
 0 200' 400' 800'
 DATE: 06-23-2014

REVISION DATE: 06-23-2014
 REVISION DATE: 04-13-2012
 REVISION DATE: 03-28-2012

REVISION DATE: 11-11-2015



712 Congress Avenue, Suite 300
 Austin, TX 78701
 Tel: (512) 480-0032 Fax: (512) 480-9617
 www.rvpplanning.com



All information furnished regarding this property is from sources deemed reliable. However, RVP has not made an independent investigation of these sources and no warranty or representation is made by RVP as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right without notice to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.



Executive Summary

December 10, 2015

Agenda Subject: Development Agreement Case #12-DA-001: Discussion and possible action to approve the second amendment to the facilities agreement and adopt an ordinance consenting to the addition of land to Travis County Municipal Utility District No. 21 (MUD #21) between the City of Leander and Travisso, Ltd for 18.598 acres more or less, located to the northwest of the intersection of RM 1431 & Travisso Pkwy, Leander, Williamson County, Texas.

Background: The developer wishes to add 18.598 acres into the district and to the facilities agreement. This tract was released from Jonestown to Leander. The agreement provides for the city to consent for the annexation of the land into the district and inclusion of the land into the facilities agreement.

Origination: Applicant: Tim Towell on behalf of TMC Travisso GP, LLC.

Financial Consideration: None.

Recommendation: Staff recommends approval of the amendment to the facilities agreement and ordinance adoption.

Attachments:

1. Facilities Agreement and Consent Ordinance
2. Location Exhibit

Prepared By: Tom Yantis, AICP
Assistant City Manager

11/23/2015

**SECOND AMENDMENT TO THE
FACILITIES AGREEMENT
(TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 21)**

This Second Amendment to the Facilities Agreement (Municipal Utility District No. 21) is made and entered into as of _____, 2015, by and between the **City of Leander**, a Texas home-rule municipal corporation (the "**City**"), **Travisso, Ltd.**, a Texas limited partnership ("**Owner**"), and **Travis County Municipal Utility District No. 21**, a municipal utility district created and operating pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Water Code (the "**District**"). The City and Developer are sometimes referred to herein collectively as the "**Parties**".

RECITALS

Whereas, the City, Lookout, and Key-Deer entered into a Facilities Agreement, effective as of July 20, 2012, with Travis County Municipal Utility District No. 21 (the "**Travis County MUD No. 21 Facilities Agreement**"), which was subsequently amended by the First Amendment to the Facilities Agreement, effective November 1, 2012 (the ("**First Amendment**");

Whereas, the Travis County MUD No. 21 Facilities Agreement and the First Amendment are collectively referred to as the Facilities Agreement;

Whereas, Taylor Morrison of Texas, Inc., a Texas corporation ("**Taylor Morrison**") purchased and acquired the Property and the rights, titles and obligations of Lookout, Key-Deer and Morningside (hereinafter referred to collectively as the "**Morningside Parties**") under the Development Agreement, as amended; and on December 20, 2012, the City Council authorized and approved the assignment of the Development Agreement, as amended, and all the rights, titles and obligations of the Morningside Parties pursuant to the Development Agreement, as amended, to Taylor Morrison;

Whereas, Owner, an affiliate of Taylor Morrison, purchased and acquired the Property and the rights, titles and obligations of Taylor Morrison under the Development Agreement, as amended; and on or about May 16, 2013, the City Council authorized and approved the assignment of the Development Agreement, as amended, and all the rights, titles and obligations of Taylor Morrison pursuant to the Development Agreement, as amended, to Owner; and

Whereas, the Owner acquired the Added Land described in **Exhibit A** attached hereto and incorporated herein for all purposes, and desires to add the Added Land to the District and to the Facilities Agreement; and

Whereas, the City and the Owner amended the Development Agreement to add the Added Land to the Development Agreement;

AGREEMENT

For and in consideration of the mutual promises, covenants, obligations, and benefits described in this Second Amendment the City and Developer hereby contract, covenant and agree as follows:

Section 1. Property. The definition of Property set forth in Article I of the Travis County MUD No. 21 Facilities Agreement shall be revised to include the Added Land, and the Added Land shall be subject to the terms and conditions of the Facilities Agreement after its annexation into the District.

Section 2. Annexation of the Added Land. The District and the Owner hereby consents to and acknowledges that the Added Land is located in the City's city limits, and agrees not to challenge the inclusion of the Added Land into the City's city limits. The City hereby consents to the annexation of the Added Land into Travis County Municipal Utility District Number 21 (the "District"), notwithstanding any requirement of written notice by the District pursuant to that certain Facilities Agreement between the District, the City, and the prior owners of Travisso dated July 20, 2012, as amended (the "Facilities Agreement"); provided that the District will send the City a copy of the District resolution or order annexing the Added Land into the District within thirty (30) days after annexation of the Added Land into the District. As evidence of the consent given herein, the City agrees to take all necessary and appropriate steps to adopt an ordinance in substantially the same form as provided in Exhibit B attached hereto.

Section 3. Binding Effect. This Second Amendment will extend to and be binding upon and inure to the benefit of the parties hereto their respective successors and permitted assigns.

Section 4. Effect of Amendment. The parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Second Amendment and the Agreement, this Second Amendment will control and modify the Agreement.

Section 5. Counterparts. This Second Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In Witness Whereof, this instrument is executed and in effect as of _____
_____, 2015.

City of Leander

Attest:

Debbie Haile, City Secretary

By: _____
Name: Kent Cagle
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2015,
by Kent Cagle, City Manager, City of Leander, Texas, on behalf of the City.

NOTARY PUBLIC, State of Texas

TRAVISSO, LTD.,
a Texas limited partnership

By: TMC TRAVISSO GP, LLC,
a Texas limited liability company,
its general partner

By: _____

Name: _____

Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2015, by _____ as Vice President of TMC Travisso GP, LLC, a Texas limited liability company, general partner of Travisso, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

NOTARY PUBLIC, State of Texas

TRAVIS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 21

By: _____
Name: _____
Title: President

Attest:

Name: _____
Title: _____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2015,
by _____ as President of the Travis County Municipal District No.
21 on behalf of said entity.

NOTARY PUBLIC, State of Texas

LEGEND

- 1/2" IRON ROD FOUND
- ⊙ IRON PIPE FOUND

{W0660989.6}

C.S. MASON SURVEY 204

A-2

REMAINDER OF 2144.875 AC.
TRAVISSO, LTD.
DOC. NO. 2013056181

APPROX. JONESTOWN

APPROX. JONESTOWN CITY LIMITS
7°53'39"E 648.56'

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N06°58'47"W	173.22'
L2	N09°02'39"W	226.96'
L3	N06°19'27"W	50.36'
L4	S83°37'05"W	59.92'

REMAINDER OF 2144.875 AC.
TRAVISSO, LTD.

Exhibit A-1

Amended Concept Plan

EXHIBIT B

CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, CONSENTING TO THE ADDITION OF LAND TO TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 21; CONTAINING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; AND TO BECOME EFFECTIVE UPON ITS PASSAGE AND APPROVAL

WHEREAS, Section 54.016(a), Water Code, provides that no land within the corporate limits of a city shall be included in a district unless the city grants its written consent, by resolution or ordinance, to the inclusion of the land within the district in accordance with Section 54.016, Water Code;

WHEREAS, Travis County Municipal Utility District No. 21 (the "District") desires to annex a certain 18.598-acre tract of land (the "Land") more fully described by field notes attached hereto as Exhibit "A"; and

WHEREAS, all of the Land is currently located within the corporate limits of the City.

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

SECTION 1. That the City Council of the City hereby grants its consent to the addition of the Land to the District pursuant to Article XVI, Section 59 of the Texas Constitution.

SECTION 2. That as a condition of the consent given by the City pursuant to this Ordinance, the District shall be subject to all the terms and provisions of City Ordinance No. 12-034-00, the Ordinance consenting to the creation of and inclusion of land in the District, and that certain Facilities Agreement between the District and the City dated July 20, 2012, as amended.

SECTION 3. That, if any section, subsection, sentence, clause, phrase or portion of this Ordinance 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 4. That this Ordinance is intended as the sole and controlling ordinance of the City with respect to the granting of the written consent of the City to the addition of the Land in the District, and all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 5. That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, this the ____ day of November, 2015.

_____, Mayor

ATTEST:

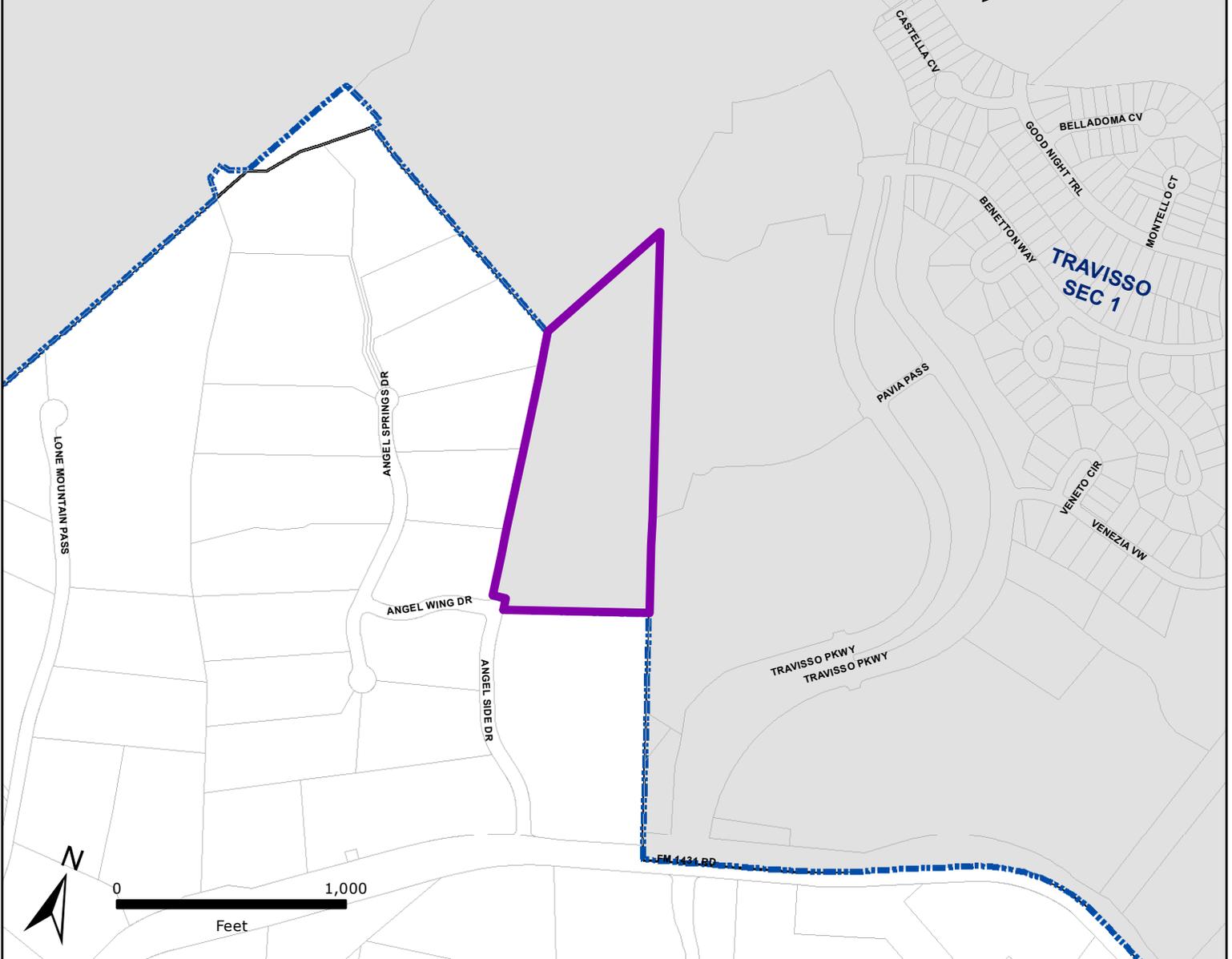
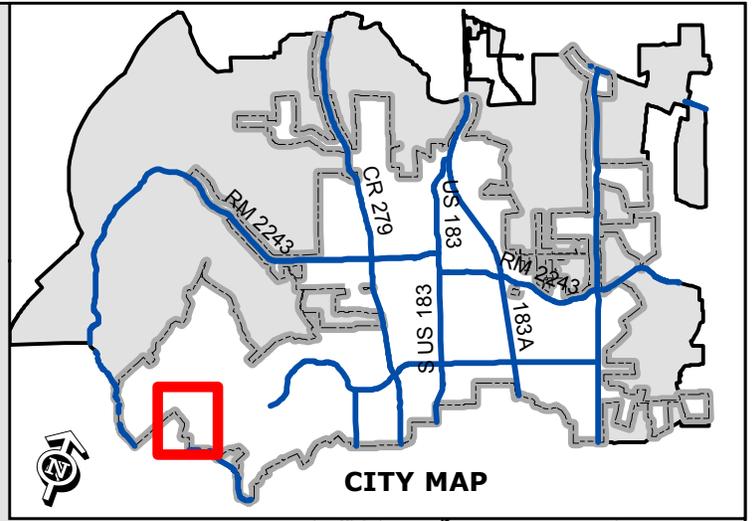
_____, City Secretary

APPROVED AS TO FORM:

_____, City Attorney

EXHIBIT "A"

(Legal Description of 18.598 Acres)



**Nameless Valley Ranch
Facilities & Consent Agreement**

Attachment #2

Location Exhibit

-  Subject Property
-  City Limits
-  Extra-Territorial Jurisdiction



Executive Summary

December 3, 2015

Council Agenda Subject: An Ordinance Establishing a Child Safety Zone; Making It Unlawful for Persons Required to Register on the Texas Department of Public Safety's Sex Offender Database Because of a Conviction against a Minor to Reside within a Specified Distance of Premises Where Children Gather

Background: The City Council held a workshop on a proposed child safety zone and residency restrictions for child sex offenders on November 5th and requested that an ordinance be brought back for the Council's consideration. The ordinance is based on a combination of the City of Cedar Park's and the City of Lewisville's ordinance. Specifically, the proposed ordinance includes three additional affirmative defenses not contained in the Cedar Park ordinance. A Texas federal district court recently considered a lawsuit challenging the City of Lewisville's child safety zone ordinance, and upheld the ordinance, and other non-Texas jurisdictions have upheld residency restrictions. Reasons for adopting child safety zones cited by cities include: reducing the frequency of contact between sex offenders and children, the high recidivism rate among those who commit sex offenses against children, reducing temptation and opportunity to reoffend, and protecting the health and safety of children.

Background material for this agenda item includes the proposed child safety zone ordinance. Section 8.06.004(a) requests specific input from Council on the method of measuring the child safety zone.

Origination: Greg Minton, Chief of Police

Financial Consideration: N/A

Recommendation: N/A

Attachments: Proposed Child Safety Zone Ordinance

Prepared by: Debbie Haile, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ESTABLISHING A CHILD SAFETY ZONE; MAKING IT UNLAWFUL FOR PERSONS REQUIRED TO REGISTER ON THE TEXAS DEPARTMENT OF PUBLIC SAFETY'S SEX OFFENDER DATABASE BECAUSE OF A CONVICTION AGAINST A MINOR TO RESIDE WITHIN 1,000 FEET OF PREMISES WHERE CHILDREN GATHER; MAKING IT UNLAWFUL TO PROVIDE A RESIDENCE TO CERTAIN PREDATOR SEX OFFENDERS IN PROHIBITED AREAS; PROVIDING AFFIRMATIVE DEFENSES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF \$500.00; PROVIDING AN EFFECTIVE DATE AND OPEN MEETING CLAUSES; AND PROVIDING FOR RELATED MATTERS

WHEREAS, studies have shown the recidivism rate for persons who commit sexual crimes against children is high;

WHEREAS, it is reported that only a fraction of sexual crimes are reported to the police;

WHEREAS, the protection of children from sexual offenses is of paramount importance to society as a whole;

WHEREAS, victims of sex crimes can suffer long-term deleterious effects;

WHEREAS, children have less ability than adults to protect themselves from sexual crimes;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that restricting the property available for residence of persons required to register on the Texas Department of Public Safety's Sex Offender Database (the "Database") because of one or more convictions involving a Minor will provide safeguards for children gathering in the City and is necessary for the protection of the public safety and welfare; and

WHEREAS the City Council finds that the residency restrictions set forth in this Ordinance will help limit contact between database registrants and children, thereby reducing opportunities for recidivism and reducing the temptation to reoffend;

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

Section 1. Adoption of Findings of Fact. The findings and recitations set out in this ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Child Safety Zones Regulations. Chapter 8 of the City Code of Ordinances is hereby amended by adding Article 8.06, entitled “Child Safety Zones”, to read as follows:

ARTICLE 8.06. CHILD SAFETY ZONES

Sec. 8.06.001 Definitions.

Day Care Center. A facility providing care, training, education, custody, treatment, or supervision for 13 or more children for less than 24 hours a day.

Minor. A person under the age of 17.

Park. A parcel of land, community park, neighborhood park, playground, swimming pool, indoor facility, outdoor facility, recreation center, field, athletic field, leased and/or owned by the City, and devoted to active or passive recreation, including any related facilities, parking lots and/or amenities, save and except any of the foregoing that has a stadium, arena and/or permanent seating and primarily used for sporting events, special events and/or other entertainment any of which is not managed by the City.

Permanent Residence. A place where a person abides, lodges, or resides for 14 or more consecutive days.

Premises Where Children Commonly Gather. Areas including all improved and unimproved areas on lots where the following are located or planned to be located: a public Park, private or public school (excluding in-home schools), semi-public swimming pools, Day Care Center, video arcade facility (as that term may be defined in Section 481.134, Texas Health and Safety Code), or private recreational facility, including a Park, pool, playground, skate Park, or youth athletic field owned by a residential property owners association, or for which an entrance, admission, or rental fee is charged.

Temporary Residence. A place where a person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person’s permanent address, or a place where a person routinely abides, resides, or lodges for a period of four or more consecutive or nonconsecutive days in any month and which is not the person’s Permanent Residence.

Child Sex Offender. A person who is required to register on the Texas Department of Public Safety’s Sex Offender Database (the “Database”) because of one or more convictions involving a Minor.

Sec. 8.06.002 Offenses: Residency Requirements

(a) It shall be unlawful for a Child Sex Offender to establish a Permanent Residence or Temporary Residence within 1,000 feet of any Premises Where Children Commonly Gather.

(b) It shall be unlawful to let or rent any place, structure or part thereof, manufactured home, trailer, or other conveyance, with the knowledge that it will be used as a Permanent Residence or Temporary Residence by any person prohibited from establishing such Permanent Residence or Temporary Residence pursuant to the terms of this Article, if such place, structure or part thereof, manufactured home, trailer, or other conveyance, is located within 1,000 feet of any Premises Where Children Commonly Gather.

Sec. 8.06.003 Offenses: Halloween

A Child Sex Offender shall not on each October 31st leave an exterior porch light on or otherwise invite trick-or-treaters to the premises.

Sec. 8.06.004 Evidentiary matters; measurement

(a) For the purpose of determining the minimum distance of separation under this Article, the distance shall be measured by following a straight line from the [**outer property line/nearest portion**] of the structure of the Permanent or Temporary Residence to the nearest property line of the Premises Where Children Commonly Gather, as described hereinabove, or, in the case of multiple residences on one property, measuring from the [**nearest property line of the premises/nearest portion of the multifamily structure**] to the nearest property line of the Premises Where Children Commonly Gather, as described herein.

(b) A map depicting the prohibited areas shall be maintained by the City, and it shall be reviewed and updated not less than annually for changes. Said map will be available to the public on the City's website.

(c) Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined in this Article.

Sec. 8.06.005 Affirmative Defenses

The following shall be affirmative defenses to prosecution under this Article that any of the following conditions apply:

(a) It shall be an affirmative defense under Section 8.06.002 if the person required to register on the database established the Permanent or Temporary Residence and has complied with all of the Child Sex Offender registration laws of the State of Texas, prior to the date of the adoption of this Article, provided, however that if the person required to register on the database established the Permanent or Temporary Residence through a lease or other rental arrangement in effect on the effective date of this Ordinance, this affirmative defense shall not apply upon termination of the lease/rental arrangement that is in effect on the effective date of this Ordinance.

(b) It shall be an affirmative defense under Section 8.06.002 if the Premises Where Children Commonly Gather was designated, declared and/or determined after the Child Sex Offender established the Permanent or Temporary Residence and complied with all Child Sex Offender registration laws of the State of Texas provided, however, that if the person required to register on the database established the Permanent or Temporary Residence through a lease or other rental arrangement in effect on the effective date of this Ordinance, this affirmative defense shall not apply upon termination of the lease/rental arrangement that is in effect on the effective date of this Ordinance.

(c) It shall be an affirmative defense under Sections 8.06.002 and 8.06.003 if the information on the database is incorrect, and, if corrected, this Article would not apply to the person who was erroneously listed on the database.

(d) The person required to register on the database was a minor when he or she committed the offense requiring such registration and was not convicted as an adult.

(e) The person required to register on the database is a minor.

(f) The person was at the time of the violation subject to community services supervision pursuant to section 13B of article 42.12 of the Texas Code of Criminal Procedure, as amended, and the court reduced or waived the 1,000-foot restriction for a child free zone under section 13B(a)(1)(B) of article 42.12 of the Texas Code of Criminal Procedure, as amended, as it applies to the person's residence.

Sec. 8.06.006 Penalty Provision

Any person who violates the provisions of this Article shall be charged with a class C misdemeanor; and upon conviction shall be fined as provided a maximum of \$500.00 for each day that a violation exists, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues; provided that the penalty for a person's second offense under this ordinance shall not be less than \$200.00, and a penalty for a person's third offense under this ordinance shall not be less than \$400.00.

Section 3. Amendment of Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of a conflict herewith. In the event of a conflict between another ordinance of the City and this ordinance, this ordinance shall control.

Section 4. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications hereof 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 5. 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, Chapter 551, Loc. Gov't Code.

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

PASSED AND APPROVED on first reading this the ___ day of _____, 20__.

Attest:

The City of Leander, Texas

Debbie, Haile City Secretary

Christopher Fielder, Mayor