AGENDA
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ December 17, 2015 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette (Mayor Pro Tem)
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd
Place 4 – Ron Abruzzese
Place 5 – Jeff Seiler
Place 6 – Troy Hill
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance

2. Roll Call

3. Staff Comments:

4. 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: December 3, 2015

6. Interlocal Purchasing Agreement with Harris County Department of Education

7. Dedication and Acceptance of Subdivision Infrastructure Improvements for Greatwood, Section 1

8. License Agreement for the installation and maintenance of landscaping and irrigation within the CR 280 right-of-way within the Greatwood Subdivision

PUBLIC HEARING: NO ACTION

9. Second 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

10. Second 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

11. Second 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

12. **Public Hearing** on Zoning Case 15-Z-020: Consider a zoning change a parcel of land generally located to the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR279 for 1.508 acres, more or less from LC-2-B, Local Commercial to LC-3-A, Local Commercial Leander, Williamson County, Texas *Applicant: Danny Martin on behalf of JSL Commercial Investments, LLC*

    Action on Zoning Case 15-Z-020: amending Ordinance 05-018, the Composite Zoning Ordinance for a parcel of land generally located to the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR279 for 1.508 acres, more or less from LC-2-B, Local Commercial to LC-3-A, Local Commercial, Leander, Williamson County, Texas

13. **Public Hearing** on Zoning Case 15-Z-023: Consider a zoning change of a lot located at 600 Municipal Drive; legally described as Lot 4, Block A, Leander Heights Section 2 Subdivision for 2.62 acres, more or less from SFU/MH-2-B, Single Family Urban/Manufactured Home to PUD, Planned Unit Development with a base zoning district of MF-2-A, Multi-Family, Leander, Williamson County, Texas
    Applicant: David Smith on behalf of Municipal Texas Investment Group, LLC

    Action on Zoning Case 15-Z-023: amending Ordinance 05-018, the Composite Zoning Ordinance for a lot located at 600 Municipal Drive; legally described as Lot 4, Block A, Leander Heights Section 2 Subdivision for 2.62 acres, more or less from SFU/MH-2-B, Single Family Urban/Manufactured Home to PUD, Planned Unit Development with a base zoning district of MF-2-A, Multi-Family, Leander, Williamson County, Texas

14. **Public Hearing** on Zoning Case 15-Z-032: Consider a zoning change for two parcels of land located at 602 South Gabriel Drive for 6.19 acres, more or less from SFS-2-B, Single Family Suburban to SFT-2-B, Single Family Townhome, Leander, Williamson County, Texas
    Applicant: Ronald E & Serita Kay Butler

    Action on Zoning Case 15-Z-032: amending Ordinance 05-018, the Composite Zoning Ordinance for two parcels of land located at 602 South Gabriel Drive for 6.19 acres, more or less from SFS-2-B, Single Family Suburban to SFT-2-B, Single Family Townhome, Leander, Williamson County, Texas

15. **Public Hearing** on Zoning Case 15-TOD-Z-035: Consider a zoning change for one parcel of land generally located to the south of the intersection of US 183 and 183A Toll Road for 4.654 acres, more or less, from PUD/TOD, Planned Unit Development/Transit Oriented Development to amend the PUD to designate the base zoning district as GC-3-B, General Commercial as permitted by the SmartCode, Leander, Williamson County, Texas *Applicant: Bruce Nakfoor on behalf of West Tex Trading Retire, Ltd*

    Action on Zoning Case 15-TOD-Z-035: amending Ordinance 05-018, the Composite Zoning Ordinance for one parcel of land generally located to the south of the intersection of US 183 and 183A Toll Road for 4.654 acres, more or less, from PUD/TOD, Planned Unit Development/Transit Oriented Development to amend the PUD to designate the base zoning district as GC-3-B, General Commercial as permitted by the SmartCode, Leander, Williamson County, Texas

16. **Public Hearing** on Zoning and Subdivision Cases 15-Z-012, 15-CP-003 & 15-PP-007: Consider approval of the Bar W Commercial Concept Plan, Preliminary Plat and PUD zoning for 49.737 acres, more or less, generally located to the southeast of the intersection of Ronald W. Reagan Blvd. and SH 29, from Interim zoning of SFR-1-B, Single Family Rural to PUD, Planned Unit Development with a base zoning district of GC-3-C, General Commercial, Leander, Williamson County, Texas
    Applicant: David Armbrust (Armbrust & Brown, PLLC) on behalf of Howard Barkley Wedemeyer and RR 2 Retail, Ltd

Action on Zoning and Subdivision Cases 15-Z-012, 15-CP-003 & 15-PP-007: Consider approval of the Bar W Commercial Concept Plan, Preliminary Plat and PUD zoning for 49.737 acres, more or less, generally located to the southeast of the intersection of Ronald W. Reagan Blvd. and SH 29, from Interim zoning of SFR-1-B, Single Family Rural to PUD, Planned Unit Development with a base zoning district of GC-3-C, General Commercial, Leander, Williamson County, Texas

REGULAR AGENDA

17. Second Reading of an Ordinance 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

18. Consider approval of funds for a sculpture in Benbrook Ranch Park
    Sponsored by Council Member Seiler

19. Consider Task Order HVJ-03 with HVJ Associates for professional engineering services including Planning, Design, Award, and Construction Phase Services for Street Maintenance and Rehabilitation

20. Water Supply Update

21. Council Member Closing Statements

EXECUTIVE SESSION

22. 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*

23. 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

24. 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 December, 2015 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile, TRMC, City Secretary

MINUTES
REGULAR CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ December 3, 2015 at 7:00 PM

Mayor – Christopher Fielder	**Place 4 – Ron Abruzzese**
Place 1 – Andrea Navarrette (Mayor Pro Tem)	**Place 5 – Jeff Seiler**
Place 2 – Michelle Stephenson	**Place 6 – Troy Hill**
Place 3 – Shanan Shepherd	**City Manager – Kent Cagle**

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

2. Roll Call
   All present

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
   Chief Bill Gardner recognized the members of the Leander Firefighter Combat Challenge Team who placed 21st of the best in the world competition.
   Steve Bosak, Parks & Recreation Director invited everyone to the Annual Christmas Parade and Tree Lighting. He also introduced Phillip McNally, Program Coordinator-Athletics who will run the Baseball program.
   Chief Greg Minton told the council about the Blue Santa Program

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 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

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

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
Tom Yantis, Asst. City Manager explained

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
Tom Yantis, Asst. City Manager explained

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
Tom Yantis, Asst. City Manager explained

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
Tom Yantis, Asst. City Manager explained

Deron Whitecotton, 1125 Cotton Patch Trail – spoke in favor of the project
David Whitecotton, 1117 Cotton Patch Trail – spoke in favor of the project

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

Motion made by Council Member Stephenson to approve the PUD with the following conditions:

1. **The Type A Architectural Component is modified to limit the amount of stucco that qualifies as masonry to 35%**
2. **The landscaping requirements shall be increased to 150%**
3. **Architectural renderings shall be submitted with at least seven visually distinct elevations**
4. **Limit the fencing adjacent to the riparian corridor to wrought iron or decorative tubular metal**
5. **Provide a landscape plan per single family home for a minimum of two homes**
6. **Staggered setbacks of the houses on the streetscape**
7. **Include elevations to staff in the PUD for review**

Second by Council Member Hill. Motion passes, 6 to 1 with Council Member Abruzzese voting against.

REGULAR AGENDA

17. Development Agreement Case #12-DA-001:

Mayor Fielder read the next two items (a & b) and will ask for one vote for both items:

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
Tom Yantis, Asst. City Manager explained

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

Motion made by Council Member Shepherd to approve both item 17a & 17b. Second by Mayor Pro Tem Navarrette. Motion passes, all voting "aye"

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
Greg Minton, Chief of Police explained

Motion made by Council Member Shepherd to approve with the measurement being property line to property line. Second by Council Member Seiler. Motion passes, all voting "aye"

EXECUTIVE SESSION

Mayor Fielder pulled items 19 & 20 from the agenda

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
Council members gave their closing statements

22. Adjournment
With there being no further business, the meeting adjourned at 8:04 pm

Attest:

Christopher Fielder, Mayor	Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 6

Executive Summary

December 17, 2015

Subject: Consider Interlocal Purchasing Agreement with Harris County Department of Education

Background: The City recently awarded a 48-month lease agreement for nine (9) new multifunction devices (copy/print/scan) to Dahill. The annual amount of the lease is $2,213.30 per month ($26,560.) This pricing was extended to the City via Dahill's participation in the Harris County Department of Education (DOE) Interlocal Purchasing Agreement.

To satisfy the Harris County DOE record keeping requirements, each government agency that benefits from this pricing structure must agree to the Interlocal Purchasing Agreement.

Financial Consideration: None.

Recommendation: Authorize approval of an Interlocal Purchasing Agreement with Harris County Department of Education.

Attachments: Interlocal Purchasing Agreement with Harris County Department of Education

Prepared by: Joy Simonton, Purchasing Agent

Interlocal Contract - City
Between Harris County Department of Education
& City of City of Leander

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, this Interlocal and Cooperative Purchasing Program Contract ("Contract") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas, and City of Leander ("CITY"), located in Leander, Texas, for the purpose of providing services.

Preamble

HCDE is a local governmental entity established to promote education in Harris County, Texas and is also duly authorized to provide programs and services in the State of Texas. Both HCDE and CITY desire to set forth, in writing, the terms and conditions of their agreement.

General Terms and Conditions

In consideration of the mutual covenants and conditions contained in this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. Term. This Contract is effective from the date of the last signature and shall automatically renew unless either party gives thirty (30) days prior written notice of non-renewal. This Contract may be terminated by either party with or without cause with thirty (30) days written notice. See other means of terminating the contract in Article 11, below. Any such notice shall be sent according to Article 8.

2. Agreement. The terms of this Contract shall apply and will be considered a part of any Addendum for programs and services delivered by HCDE. This Contract and the attached and incorporated Addendum, purchase orders, or exhibits, if any, contain the entire agreement of the parties and there are no representations, agreements, arrangements, or undertakings, oral or written, between the parties to this Contract other than those set forth in this Contract and duly executed in writing.

3. Purpose and Scope of Work.

   A. HCDE agrees to:
   - Provide CITY with subsequent independent contracts and/or descriptive offerings of each of the programs and services that HCDE provides through its respective divisions.
   - Provide services upon the submission of independent contracts or purchase orders within the HCDE divisions.
   - Conduct, as a minimum, an annual audit or survey, as appropriate, for each of the programs.

   B. CITY agrees to:
   - Participate in any or all of the services that HCDE has to offer.
   - Submit purchase order(s) or independent contract(s) for each of the programs it wishes to purchase and/or collaborate.
   - Agree to follow the terms and conditions of each independent contract or purchase orders for each of the programs.

- Assign the appropriate person to act as representative to each respective program delivered.

4. As is. HCDE makes this Contract available to HCDE participating entities "as is" and are under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Contract for the benefit of CITY.

5. Assignment. Neither this Contract nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

6. Conflict of Interest. During the Term of HCDE's service to CITY, CITY, its personnel and agents, shall not, directly or indirectly, whether for CITY's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.

7. Contract Amendment. This Contract may be amended only by the mutual agreement of all parties in writing to be attached to and incorporated into this Contract.

8. Notice. Any notice provided under the terms of this Contract by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested.** Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education	City of Leander
Attn: John E. Sawyer, Ed.D.	Attn: Joy Simonton
County School Superintendent	Title: Purchasing
6300 Irvington Blvd.	Address: 200 W Willis Street
Houston, Texas 77022	City, State, Zip: Leander TX 78641
713-694-6300	Phone: 512-528-2730
	Email: jsimonton@leandertx.gov

9. Relation of Parties. It is the intention of the parties that CITY is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and CITY or HCDE and any of CITY's agents.

10. Non-Exclusivity of Services. Nothing in this Contract may be construed to imply that HCDE has exclusive right to provide CITY these services. During the Term of Contract, CITY reserves the right to use all available resources to procure other professional services as needed and, in doing so, will not violate any rights of HCDE.

11. Termination. This Contract may be terminated prior to the expiration of the Term hereof as follows:
    - By CITY upon 30 days notice if the work/service is not provided in a satisfactory and proper manner after a remedy has been reported and discussed;
    - By mutual written agreement of the parties, upon thirty (30) days prior notice; or
    - By either party immediately if the other party commits a material breach any of the terms of this Contract and no remedial action can be agreed upon by the parties.

12. Master Contract. This Contract can be utilized as the Master Contract. The general terms and conditions in this Contract will serve to outline the working relationship between HCDE and the CITY. Both parties agree to allow the CITY to use any or all of the services with no charge from HCDE, including Choice Partners.

    The CITY agrees to adhere to the terms and conditions set forth for the programs and/or services as contracted under these programs. All other programs and/or services provided by HCDE requiring a fee will need an addendum to the approved Master Interlocal Contract. The specific terms and conditions of the addendum will govern that individual contract. In the case of a conflict between the Master Contract and any addendum, the provisions of the addendum will govern.

13. Severability. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.

14. Governing Law and Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

15. Authorization. Each party acknowledges that the governing body of each party to the Contract has authorized this Contract.

16. Benefit for Signatory Parties Only. Neither this Contract, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

In witness whereof, HCDE and CITY have executed this Contract to be effective on the date specified in Article 1. Term above:

City of Leander	Harris County Department of Education
Name of City	
Authorized Signature	
	John E. Sawyer, Ed.D.
Printed Name	
	County School Superintendent
Title	
Date	Date

New contracts are awarded frequently.

JANUARY 2015

AWARDED CONTRACTS

FACILITY SERVICES

APPLIED TECHNOLOGY LAB
Creative Learning Systems

ART & ARTWORK ADVISORY SERVICES
Art + Artisans Consulting*

ATHLETIC SURFACES
Hellas Construction, Inc.
Jelco
Paragon Sports Constructors
Soil Express

BUILDING CLEANING, EXTERIOR
Americlean

BUILDING CONTROLS
Automated Logic
Digital Air Control, Inc.

BUILDING SUPPLIES
McCoy's Building Supply

CARPET MAINTENANCE SERVICE
Corporate Care

CONSTRUCTION PHOTOGRAPHIC DOCUMENTATION SERVICE
Delta-T Digital Archiving
Multivista

CONSTRUCTION-IDIQ (JOC)
Adept Facilities & Design*
Alpha Building Corporation*
BaseLine Paving & Construction, Inc.*
Basic IDIQ
Centerline Construction Services, Inc.
Construction Masters of Houston
Dycar, Inc.
E Contractors USA
Facilities Sources*
Falkenberg Construction Co., Inc.*
Herrera & Hunt Inc.*
Horizon International Group LLC*
Hunt & Associates Inc.
Imperial Construction, Ltd.
Kellogg Brown & Root LLC (KBR)
Millennium Project Solutions, Inc.*
P2MG*
Panhandle Steel Buildings Inc.*
Quad-Tex Construction, Inc.,
Tommy Klein Construction*
Vaughn Construction

DISASTER MITIGATION
Blackmon Mooring/BMS CAT
Facilities Sources*
Gerloff Company, Inc.
Mooring Recovery Services
Polygon US Corporation
Power Vac America, Inc.
Rapid Recovery

DISASTER MITIGATION (Continued)
SERVPRO Spring/Tomball
SERVPRO Woodlands/Conroe*
Texas General Contractors, Inc.

DISASTER RECOVERY & RESTORATION
Blackmon Mooring/BMS CAT
Facilities Sources*

DOOR HARDWARE SUPPLIES
Acme Architectural Hardware

ELECTRIC VEHICLE CHARGING STATIONS
ABM Building Services, Inc.

ELECTRICAL CONTRACTOR SERVICES
LMC Corporation*
Open Tech
Trio Electric

ELECTRICAL SUPPLIES
Crawford Electric Supply Co.

ELEVATOR SERVICE
A & F Elevator
EMR Elevator, Inc.

ENERGY CONSULTING & PROCUREMENT
Amerex Energy Services

ENERGY MANAGEMENT & CONSERVATION (ESCO)
Ameresco, Inc.
Chevron Energy Solutions

ENERGY PURCHASE & AGGREGATION
Reliant Energy

FIRE SUPPRESSION SERVICE
Detection & Suppression International, Ltd

FLOOR COVERING: COMMERCIAL
Tandus

FUEL & LUBRICANTS
Blenders Direct*
Diplomat Petroleum, LLC*
Octeat, Inc.
Petroleum Traders
Petroleum Wholesale, L.P.
Sun Coast Resources, Inc.*
Sundance Fuels, Ltd.

HVAC EQUIPMENT & SERVICE
A/W Mechanical Services, LP
ABM Building Services, Inc.
Automated Logic
Custom Air Products & Services, Inc.
Dominion Air & Heat, LLC*
ERC Environmental & Construction Services*

HVAC EQUIPMENT & SERVICE (Continued)
Facilities Sources*
Goes Sales of Texas*
Gowan, Inc.
Heat Transfer Solutions
Hunton Services
Letsos Company Mechanical Contractors
Open Tech
The Brandt Companies, LLC.

HVAC EQUIPMENT & SUPPLIES
Century A/C Supply, LP
Johnson Supply
Lennox International

INDUSTRIAL EQUIPMENT
H&V Equipment Inc.
Lansdowne Moody Co L.P.
United Rentals
Zimmerer Kubota & Equipment

LANDSCAPE & MAINTENANCE SERVICES
Bio Landscape & Maintenance, Inc.
Houston GroTech Services
Metropolitan Landscape Management

M&O PARTS & EQUIPMENT
BEVCO Consultants LLC*
Interline Brands

MODULAR BUILDINGS
GroundFORCE Building Systems
M Space Holdings, LLC
Modular Management Group, Inc.*

PAINTING SERVICES
BaseLine Paving & Construction, Inc.*
ERC Environmental & Construction Services*
LMC Corporation*

PARKING LOT & STREET CLEANING SERVICES
Southern Care Sweeping & Paving Co.

PEST CONTROL SUPPLIES
Ensystex Inc.

PLAYGROUND SYSTEMS
Adventure Playground Systems, Inc.
McKenna Contracting Inc.*
Playgrounds Today Inc.*

PLUMBING SERVICES
Gowan, Inc.
Letsos Company Mechanical Contractors

PLUMBING SUPPLIES
City Supply Co. Inc.

RAMPS, WALKWAYS, STAIR SYSTEMS
REDD Team by Sapa

ROOFING (BUILDING ENVELOPE)
American Contracting USA, Inc.*
Atlas Universal*
Benco Construction*
CBS Roofing Services
Centennial Moisture Control, Inc.
CS Advantage USAA Inc.*
D&G Quality Roofing*
Facilities USA
Heifner Roofing, LLC
Hi-Mark Roofing & Waterproofing
J Reynolds & Company
John A. Walker Roofing Co., Inc.
LD Tebben Company, Inc.
Liquo Tech Restoration & Waterproofing*
Lydick-Hooks Roofing Co. of Lubbock, Inc.
PRC Roofing & Sheet Metal*
Reliable Commercial Roofing Services, Inc.
Saratoga Roofing & Construction
Sea-Breeze Roofing Inc.
Todco Roofing*
Tecta America CS LLC
Tri-Lam Roofing & Waterproofing, Inc.
Weatherproofing Services*

SAFETY (FIRE, SECURITY & SURVEILLANCE)
Alarm Integrations, LLC
MSA Systems Integration
Quality Security Systems*
Video Insight
Zed Security LLC*

SIDEWALK TRIP HAZARD REMOVAL SERVICE
Precision Safe Sidewalks, LLC

SIGNAGE
Kaiser International, Inc.
National Signs, Ltd

THIRD PARTY CODE INSPECTION SERVICE
Bureau Veritas

TREE TRIMMING
Asplundh Tree Expert Co.
Bartlett Tree Expert Company

TRENCHLESS TECHNOLOGY REHABILITATION
SAK Construction, LLC

WASTE & RECYCLING SERVICES
Waste Management*

WINDOWS, DOORS & HARDWARE
ERC Environmental & Construction Services*
LMC Corporation*

* HUB/MWBE

(Continued on next page)

AWARDED CONTRACTS

JANUARY 2015

New contracts are awarded frequently.

FOOD/CAFETERIA SUPPLIES

BREAD PRODUCTS
- Kurz & Company

CASH COUNTING SYSTEMS
- Automated Financial Systems

DAIRY PRODUCTS
- Borden Milk

DIGITAL SIGNAGE FOR FOOD SERVICE
- Epicure Digital Systems
- School Nutrition and Fitness

FOOD EQUIPMENT
- ISI Commercial Refrigeration
- Preferred Food Service Design
- Shepherd Food Equipment*
- Texas Food Service Equipment*

FOOD EQUIPMENT & SMALL WARES
- Ace Mart
- Edward Don & Company
- Jean's Restaurant Supply
- Kommercial Kitchens
- Pasco Brokerage*

FOOD EQUIPMENT PARTS
- Heritage Food Service

FOOD EQUIPMENT SERVICE
- Hobart Service

FOOD SERVICE MANAGEMENT
- Lagniappe Dining Services

FOOD SERVICE SUPPLIES
- Calico Industries, Inc.
- Edward Don & Company
- Orr Textile Company, Inc.*
- Pasco Brokerage*
- Pollock Paper Distributors
- Pyramid School Products*

FROZEN & CHILLED BEVERAGE PRODUCTS
- Sunny Sky Products/Iced D Lites
- Trident Beverage
- Tropical Flurry

GROCERY PRODUCTS
- Glazier Foods Company
- Labatt Food Service

ICE CREAM PRODUCTS
- Blue Bell Creameries
- La Brisa Ice Cream*

KITCHEN CLEANING & SERVICES
- AutoChlor
- Ecolab, Inc.
- Hygeia Enviro-Clean, Inc.
- Magnus Procurement & Logistic Solution, Inc.
- Pollock Paper Distributors
- SFSPortion Pac

NUTRIENT ANALYSIS SOFTWARE
- Health-e Meal Planner Pro

PIZZA PROGRAM
- Smart Mouth Foods

PRODUCE
- Brothers Produce
- Chef's Produce
- Scarmardo Produce
- Third Coast Fresh

SCHOOL NUTRITION SOFTWARE
- Heartland School Solutions
- Meals Plus
- PCS REvenue Control Systems, Inc.

VENDING MACHINES
- H.A. Franz

WATER (DRINKING) & COOLERS
- DS Waters (Sparkletts)
- Nestle Waters North America (Ozarka)

SERVICES

AUTOMOTIVE TECHNOLOGY TRAINING
- Atech Training, Inc.

AVIATION MAINTENANCE TRAINING
- MIAT Institute of Technology

AWARD JACKETS, SCREEN PRINTING, & EMBROIDERY
- Balfour Company
- Butler Business Products, LLC*
- DBS Texas
- Positive Promotions

BUS ARM VIOLATION DETECTION SYSTEM
- American Traffic Solutions
- Bus Shield, LLC*
- Redflex Student Guardian
- Texserve

BUS SERVICE (CHARTER)
- AFC Transportation
- Goodman Bus*

DIGITAL IMAGING & ARCHIVING
- Databank IMX
- The Windward Group, LLC.

DRUG TESTING SERVICES
- Forward Edge, Inc*
- Pinnacle Medical Management

FUEL CARD MONITORING
- WEX, Inc. (Wright Express Financial Services Corp)

FUEL CARD MONITORING, GPS, & BULK FUEL
- Impac Fleet*

HEALTHCARE TRAINING
- Matters of Health

MOVING SERVICES
- A-Rocket Moving & Storage*
- Pioneer Contract Services
- Roadrunner Moving & Storage

ONLINE TUTORING
- Focus EduVation, Inc.
- Laureate Learning Center
- Tutor Pace, Inc.

PEST CONTROL SERVICES
- Holder's Pest Solutions

PRINTING & COPYING SERVICES
- A&E – The Graphics Complex
- Bayside Printing*
- Houston ISD (PS1)
- Pomelo Printing
- Signature Aspen Imaging, LLC
- Simon Printing
- Texas Litho*

SECURITY OFFICER SERVICES & PRIVATE INVESTIGATION WORK (OFF-DUTY POLICE)
- Executive Threat Solutions LLC*

TELE-MEDICINE
- Doc-Aid Telemedicine Services*
- Lone Star Telemedicince Services
- Phonoscope Health Network

TEMPORARY PERSONNEL SERVICES
- Burnett Staffing Specialists*
- ExecuTeam Staffing LP*
- Kelly Services
- National ProSource
- ObjectWin Technology, Inc.*
- Prime Systems*
- Staffmark
- Superior Talent Resources, Inc.

WEB-BASED EDUCATION & CERTIFICATION
- Certification Partners
- Digital Quest
- New Horizons Computer Learning Center*
- Odysseyware
- Teaching Systems, Inc.

SUPPLIES & PRODUCTS

ACADEMIC PROGRAMS (QZAB)
- Compass Learning*
- Imagine Learning
- National Education Foundation

ART SUPPLIES
- Blick Art Materials
- Butler Business Products, LLC*
- Commercial Art Supply
- Elgin School Supply Co, Inc.
- Pyramid School Products*
- S&S Worldwide, Inc.
- School Specialty Inc.
- Standard Stationery Supply Co.
- Texas Teacher Supply
- Triarco Arts & Crafts

ATHLETIC SUPPLIES
- BSN Sports*
- Orr Textile Company, Inc.*
- Pyramid School Products*
- S&S Worldwide, Inc.
- School Specialty Inc.

AUTOMOTIVE EQUIPMENT & TIRE REPAIR SUPPLIES
- All Tire Supply Company*
- MTF Equipment Sales
- Texas Pride Marketing

BOXES (CORRUGATED), SHIPPING, & PACKAGING SUPPLIES
- Xpedx*

CLASSROOM TEACHING SUPPLIES
- Butler Business Products, LLC*
- Discount School Supply
- Elgin School Supply Co, Inc.
- Pyramid School Products*
- S&S Worldwide, Inc.
- School Specialty Inc.
- Standard Stationery Supply Co.

COSMETOLOGY PRODUCTS
- The Burmax Company

CTE/VOCATIONAL TEACHING AIDS
- Cengage Learning
- Education Associates, Inc.
- Henry Schein, Inc.

EDUCATIONAL MATERIALS
- 3P Learning
- Abecedarian*
- AbleNet Inc.
- Accelerated Learning
- ACE Educational Supplies
- Achieve3000
- Adventures in Learning
- Agile Mind Educational Holdings, Inc.
- Art In History, Inc.
- Assessment Services, Inc.
- Attainment Company*
- Audio Optical Systems of Austin
- B.E.Publishing
- Benchmark Education Company
- Brain Hurricane/Wowzers*

* HUB/MWBE

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CHOICE PARTNERS

EDUCATIONAL MATERIALS
(Continued)
Brainchild
Brainstorm
Capital Microscope Services
Capstone
Carnegie Learning, Inc.
Carolina Biological Supply Company
Cengage Learning
Constructive Playthings
Curriculum Associates
Delaney Educational Enterprises
Discount School Supply
DLB Educational Corporation
DrumFit
Dynastudy, Inc.*
EAI Education
Education Associates, Inc.
Education Plus
Educator's Depot, Inc.
eInstruction
Escue & Associates
Express Booksellers
Flinn Scientific, Inc.
Frey Scientific
Frog Street Press
Hands-On Tasks, Inc.
Harrison & Company*
Health Edco, Childbirth, Health Impressions
Heinemann
Herff Jones/Nystrom
Innovative Learning Concepts, Inc.
Inter-state Studio
Istation
JADE Distributing*
Jarret Publishing Company
K12 Virtual Schools
Kamico Instructional Media, Inc.*
Kaplan Early Learning Company
Keystone Books & Media
Knowledge-First Empowerment Center
Lab Resources, Inc.*
Lakeshore Learning Materials
Laureate Learning Systems, Inc.*
Learning Zone
Lectorum Publications Inc.*
LEGO Education
Lerner Publishing
Lightspeed Technologies
McGraw-Hill Education
Mentoring Minds, L.P.
National Reading Styles Institute*
New Readers Press
Newmark Learning*

EDUCATIONAL MATERIALS
(Continued)
Northwest Evaluation Association
Oriental Trading Company, Inc.*
Pearson Clinical Assessment
Peggy McGuire
Peoples Education
Pitsco Education
Positive Promotions
Primary Concepts
Rainbow Book Company
Rally Education
S&S Worldwide, Inc.
Saddleback Educational Publishing, Inc.*
Scholastic Classroom & Community Division
Scholastic Library Publishing Inc.
School Specialty, Inc.
ShopK12
Show What You Know Publishing
Southwest Education
Steps To Literacy
TCC Learning, Inc.
Teacher Heaven, Inc.*
Teaching Systems, Inc.
Technical Lab Systems
Texas Teacher Supply
The Student Planner
Triumph Learning
Troxell Communications, Inc.
Unity Education Resources
VWR/Sargent Welch

FLAGS & FLAG POLES
Eagle Mountain Flag & Flagpole
Lady Liberty Flag & Flagpoles*
Pyramid School Products*
School Specialty, Inc.

FURNITURE
Business Interiors by Staples
Butler Business Products, LLC.*
Carroll's Discount Office Furniture
Computer Comforts, Inc.
Debner+Company
Educator's Depot, Inc.
Harrison & Company*
Kaplan Early Learning Company
Kay Davis Associates, LLC.*
Lakeshore Learning Materials
Library Design Systems, Inc.
Library Interiors of Texas*
School Specialty, Inc.
Sheldon Laboratory Systems, Inc.
Vanguard Environments*

GRADUATION, YEARBOOKS, & COMMEMORATIVE
Balfour Company
Balfour Yearbooks
Herff Jones
Herff Jones Scholastic
Jostens

JANITORIAL SUPPLIES
Buckeye Cleaning Center
Complete Supply, Inc.*
Ecolab, Inc.
Edward Don & Company
Gulf Coast Paper Company
High Point Sanitary Solutions*
Interboro Packaging Corporation*
Interline Brands
Last Group Enterprises, Inc.*
Orr Textile Company*
Pollock Paper Distributors
Pyramid School Products*
Ridley's Vacuum & Janitorial Supply

MEDICAL & FIRST AID SUPPLIES
AOSS Medical Supply Inc.*
Heartsafe America
Henry Schein, Inc.
Interboro Packaging Corporation*
NAO Global Supply
Products Unlimited, Inc.*
School Health Corporation*
Supreme Medical*

MUSICAL INSTRUMENTS
Bandstar Music
H&H Music/Brook Mays
Music & Arts Center
Sam Ash Music
Taylor Music
The Mariachi Connection
Washington Music Center

OFFICE SUPPLIES
Bosworth Paper
Butler Business Products, LLC*
Challenge Office Products, Inc.*
Elgin School Supply Co, Inc.
Hallmark Office Products, Inc.
Office Depot
Pyramid School Products*
Reliant Business Products*
School Specialty Inc.
Standard Office Products*
Standard Stationery Supply Co.
Tejas Office Products*
Texas Teacher Supply
Unity Education Resources
Xpress Business Products*

PAPER
Bosworth Paper
Butler Business Products, LLC*
Olmsted-Kirk Paper Company

PROMOTIONAL ITEMS
4Imprint
American Screen Graphics*
Andersons
Authentic Promotions
Butler Business Products, LLC*
Corporate Incentives*
Custom Sportswear
EMRJ Marketing
Graphics Unlimited
J. Harding & Co.
Popular Embroidery*
Positive Promotions
Rain Ponchos Plus

SCIENTIFIC LABORATORY EQUIPMENT
Arbor Scientific
World Precision Instruments

TONER & INK CARTRIDGES
Beyond Technology*
EIS Office Solutions*
Enhanced Laser Products
Marimon Business Systems*

TRAINING SYSTEMS DISTRIBUTOR
Technical Lab Systems

WAREHOUSE RACKS & SHELVING SYSTEMS
Texas Storage Systems*

WELDING SUPPLIES & GASES
AOC Welding Supply/Praxair

WOODWORKING TOOLS & EQUIPMENT
Laguna Tools
Penn State Industries

TECHNOLOGY

ADAPTIVE TECHNOLOGY
Audio Optical Systems of Austin

AUDIO VISUAL EQUIPMENT
Aves Audio Visual Systems, Inc.
AVI-SPL
B&H Photo & Electronics Corporation
Commercial Sales & Service, Inc.
Industrial Audio/Video
Summit Integration Systems
Troxell Communications, Inc.

AUTOMATED BOARD AGENDA SYSTEM
Destiny Software*
Provox Systems Inc.

* HUB/MWBE

CHOICE PARTNERS

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COMMUNICATIONS CABLING
- Interfacing Company of Texas
- Pfeiffer & Son

COPIERS
- Apollo Office Systems*
- Dahill
- Maximon Business Systems*
- Office Systems of Texas
- Zeno Imaging

DIGITAL DUPLICATORS
- Dahill
- Pinnacle Office Group*
- Zeno Imaging

DOCUMENT MANAGEMENT
- ImageNet Office Systems

ELECTRONIC PROCUREMENT SOFTWARE
- Ion Wave Technologies

EMERGENCY MESSAGING & BULLYING REPORTING SYSTEMS
- K12 Alerts

E-READERS & E-BOOKS
- Barnes & Noble Booksellers

EVENT MANAGEMENT SYSTEM
- SignUp4, LLC

FINANCIAL & OPERATIONS ANALYSIS EVALUATION & REPORTING SOFTWARE
- ActPoint KPI (TransACT!)

FLIGHT SIMULATION TRAINING
- Redbird Flight Simulations, Inc.

INFRASTRUCTURE AS A SERVICE
- ARC*
- IBM
- Phonoscope Light Wave, Inc.
- SHI Government Solutions*
- SunGard

INTERNET ACCESS & CABLING
- Phonoscope Enterprise Group

IPAD, SMARTPHONE, & LAPTOP REPAIR
- Fix Ur Gadget

IT CONSULTING & INTEGRATIONS
- Accudata Systems, Inc.

LCD SCREENS & LARGE FORMAT PRINTERS
- Dahill

MANAGED PRINT SERVICES
- Dahill
- Zeno Imaging

PHONE SYSTEMS (VoIP)
- Jive Communications, Inc.
- Total Technologies*

POWER & COOLING SOLUTIONS
- Critical Infrastructure Solutions (CIS) LLC

SOFTWARE AS A SERVICE
- IBM

TECHNOLOGY HARDWARE, SOFTWARE, & SERVICES
- ARC*
- Best Buy for Business
- CDW Government
- Global Gov/Ed Solutions, Inc.
- GovConnection, Inc.
- HiEd, Inc.*
- Insource Technology Direct, LLC
- JANGA Technology, LLC
- LeTigre Solutions*
- Mark III Systems*
- Micro Integration
- PC Care, Inc.*
- PCPC Direct*
- Presidio Networked Solutions
- Prime Systems*
- SHI Government Solutions*
- Unique Digital
- Zeno Imaging

TECHNOLOGY SUPPLIES
- Butler Business Products, LLC*
- Elgin School Supply Co, Inc.
- General Binding Company (GBC)
- Pyramid School Products*
- Scott Electric

TECHNOLOGY TRAINING
- CTREC Hilton Academy
- Global Knowledge Training

TWO WAY RADIOS
- Houston Communications
- Industrial Communications*
- NW Radio*

UNIFIED CAMPUS AUDIO/ VIDEO SYSTEMS
- AMX SchoolView

VMWARE SOLUTIONS
- Carahsoft Technology Corporation

* HUB/MWBE

HCDE

Mailing address:
6300 Irvington Blvd.
Houston, TX 77022-5618

Physical address:
6005 Westview Dr., Houston, TX 77055

877-696-2122 / 713-696-2122

Executive Summary

December 17, 2015

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Greatwood, Section 1

Background: The subdivision infrastructure improvements required for Greatwood, 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 17, 2015**, which will provide warranty and maintenance coverage for the infrastructure improvements through **December 17, 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.

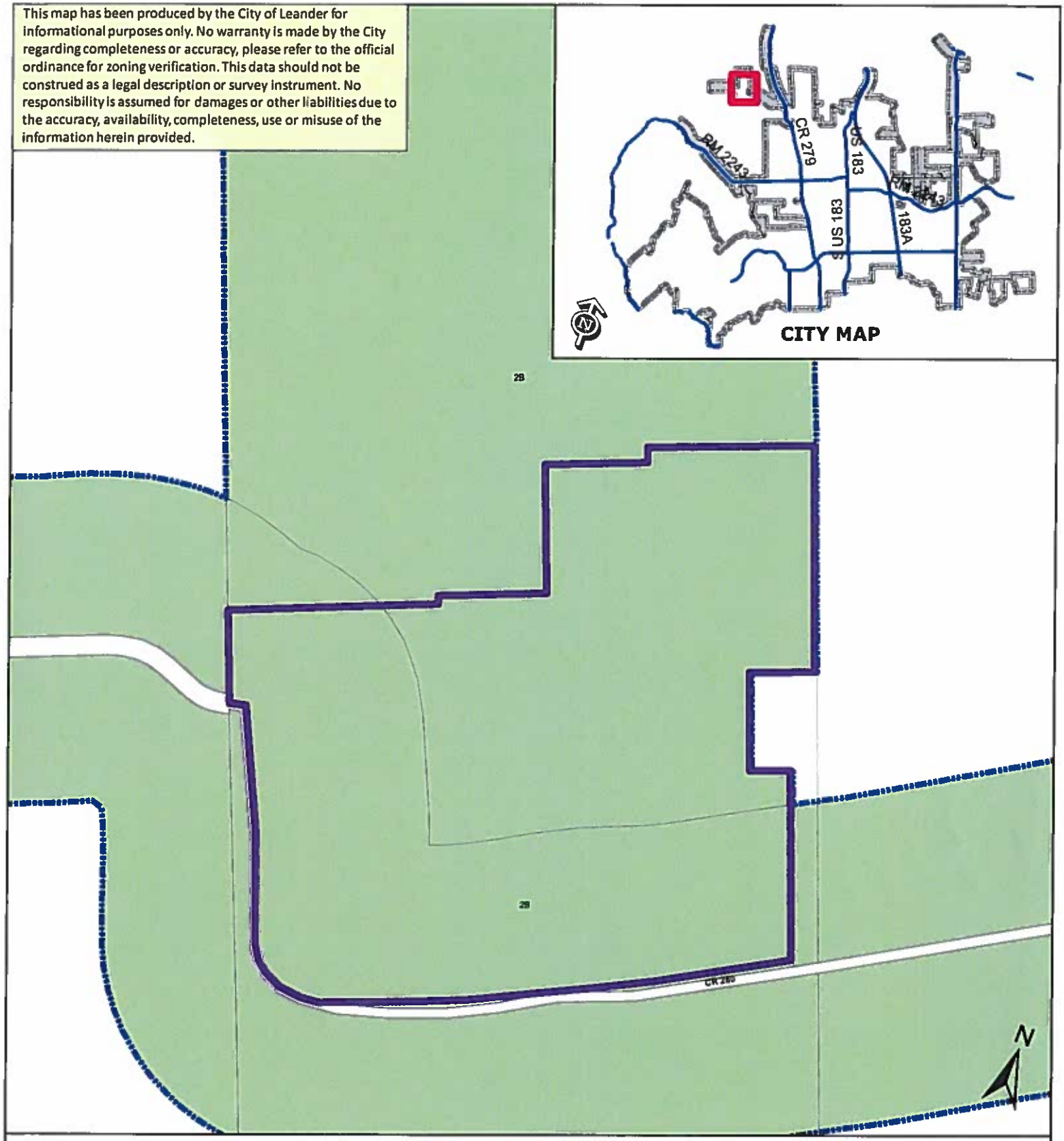
Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Greatwood, 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



SUBDIVISION ACCEPTANCE

Location Map - Greatwood: 1-1

Area For Acceptance
City Limits

PUD Commercial
PUD Mixed Use
PUD Multi-Family
PUD Single-Family
PUD Townhome

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

0 400
Feet

ENGINEER'S CONCURRENCE LETTER
OF
PROJECT COMPLETION

Date: **November 10, 2015**

Project Name: **Greatwood Section 1 Phase 1**

Owner: **City of Leander**

Contractor: **Cash Construction Company, Inc.**

Engineer: **Haynie Consulting, Inc.**

I, Tim Haynie, P.E., the undersigned engineer, made a final visual inspection of the above referenced project and observed that the construction was in general accordance with the approved plans, with insignificant deviation, and therefore verify the adequate completion of the items associated with the project.

Items to be provided to the City of Leander for Project Closeout include:

1. Altura Solutions, L.P. - Registered Accessibility Specialist (RAS) – Compliance Letter
2. Three (3) copies of "Record Drawings"
3. Digital Files (.pdf and .dwg) files
4. Maintenance Bond - one original and 2 copies
5. Engineer's signed/sealed certification of final project costs and signed/sealed final pay requests
6. Affidavits of All Bills Paid and Releases of Liens
7. 16-inch Waterline Easement through future Greatwood Phases 2, 3 & 4

STATE OF TEXAS
TIM HAYNIE
91819
LICENSED
PROFESSIONAL ENGINEER

By: Tim E. Haynie Date: 10-NOV-2015

Tim Haynie, P.E. No. 91819

Haynie Consulting, Inc. F-2411

ALTURA SOLUTIONS, L.P.
Accessibility & Compliance Consultants
(512) 410-7059
818 Morrow St., Austin, TX 78757

November 3, 2015

Josh McKay
Aken Industries, LLC
512-426-1483

Re: Greatwood Subdivision Section One

Dear Josh,

This report presents the findings of the on-site inspection for the **Greatwood Subdivision Section One** 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 November 3, 2015 which included the review of the following elements in the public right-of-way:

- Curb ramps
- Sidewalks
- Crosswalks

No violations were identified along the project scope of work.

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. MNT9178299

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 Sixty One Thousand Forty Seven and 20/100's Dollars ($161,047.20) 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 Greatwood Subdivision Phase 1 Section 1 (*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 the performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 30th day of September, 2015.

Cash Construction Company, Inc. Principal	Fidelity and Deposit Company of Maryland, Colonial American Casualty and Surety Company Surety
By:	By:
Title:	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

POA-F 168-0087B

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.

ENGINEER'S CERTIFICATION
OF
FINAL PROJECT COSTS

Date: **November 10, 2015**

Project Name: **Greatwood Section 1 Phase 1**

Owner: **City of Leander**

Contractor: **Cash Construction Company, Inc.**

Engineer: **Haynie Consulting, Inc.**

I, Tim Haynie, P.E., the undersigned engineer, certify to the following Greatwood Subdivision Section 1 Phase 1 final project costs, less any dry utilities, supported by the attached signed and sealed Final Pay Requests from Cash Construction Company, Inc.

Offsite Waterline Improvements:		
Project Cost		$ 366,955.00
Deduct		NONE
	Sub-Total	$ 366,955.00
Earthwork:		
Project Cost		$ 314,692.90
Deduct Staking		$ 4,000.00
Deduct Staking		$ 18,976.00
Deduct Staking		$ 2,900.00
Deduct Regrading for Proper Drainage		$ 100,000.00
Deduct Staking		$ 3,690.00
	Sub-Total	$ 185,126.90
Streets and Utilities:		
Project Cost		$ 1,081,224.60
Deduct Staking		$ 14,232.00
Deduct Staking		$ 2,767.50
Deduct Staking		$ 5,835.00
	Sub-Total	$ 1,058,390.10
Total Project Cost		$1,610,472.00

STATE OF TEXAS
TIM HAYNIE
91819
LICENSED
PROFESSIONAL ENGINEER

By: _____ Date: 13-NOV-2015
Tim Haynie, P.E. No. 91819
Haynie Consulting, Inc. F-2411

GREATWOOD PHASE 1
VALUE OF IMPROVEMENTS

Streets

$107,731.50	CR 280
$9,322.50	CR 280
$63,840.00	CR 281
$494,807.60	Subdivision
$132,124.40	Subdivision
$807,826.00	

Drainage

$208,506.00	Subdivision
$208,506.00	

Water

$303,115.00	Offsite Water
$4,400.00	Subdivision Water C.O.
$240,445.00	Subdivision Water
$547,960.00	

Waterwater

NONE

$1,564,292.00 Total

STATE OF TEXAS
TIM HAYNIE
91819
LICENSED
PROFESSIONAL ENGINEER

07-DEC-2015

Path: X:\721-15-XX Greatwood Sect 1 Closeout Documents\Greatwood Phase 1 - Improvements Breakdown REVISED.xlsx
Date: 12/7/2015

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS '
COUNTY OF TRAVIS '

Date: October 28, 2015

Developer: JL Development, Inc.

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

Project : **Greatwood Subdivision Off-Site Waterline Improvements**

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 28th day of October, 2015.

Initialed: _____

Updated 10.20.14

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 28th day of October, 2015.

[S E A L]

STACY SMALL
Notary Public, State of Texas
My Commission Expires
March 04, 2016

_____
Notary in and for the State of Texas

Name: Stacy Small

My commission expires: March 4, 2016

Initialed: _____

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS '
COUNTY OF TRAVIS '

Date: October 28, 2015

Developer: JL Development, Inc.

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

Project : **Greatwood Subdivision Phase 1 Section 1 Earthwork**

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.

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SUBSCRIBED AND SWORN TO BY Affiant on this 28th day of October, 2015.

Initialed: _____

Updated 10.20.14

AFFIANT:

Signature: _____

Typed Name: Michael Nixon

Title: Secretary/Treasurer

STATE OF TEXAS '
'
COUNTY OF TRAVIS '

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GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of October, 2015.

[S E A L]

STACY SMALL
Notary Public, State of Texas
My Commission Expires
March 04, 2016

_____
Notary in and for the State of Texas

Name: Stacy Small

My commission expires: March 4, 2016

Initialed: _____

Updated 10.20.14

FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN

STATE OF TEXAS '
COUNTY OF TRAVIS '

Date: October 28, 2015

Developer: JL Development, Inc.

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

Project : **Greatwood Subdivision Phase 1 Section 1 Streets and Utilities**

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 28th day of October, 2015.

Initialed: _____

Updated 10.20.14

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 28th day of October, 2015.

[S E A L]

STACY SMALL
Notary Public, State of Texas
My Commission Expires
March 04, 2016

_____
Notary in and for the State of Texas

Name: Stacy Small

My commission expires: March 4, 2016

Initialed: _____

AGENDA ITEM # 8

Executive Summary

December 17, 2015

Agenda Subject:	Consideration of a License Agreement for the installation and maintenance of landscaping and irrigation within the CR 280 right-of-way within the Greatwood Subdivision.
Background:	Greatwood is requesting a license agreement to construct, install, and landscaping and irrigation located within the CR 280 right-of-way adjacent to the Greatwood Subdivision.
Origination:	Applicant: Kevin M. Flahive on behalf of JSL Development, Inc and HW Homeowners Association, Inc.
Financial Consideration:	None
Recommendation:	Staff recommends approval of the license agreement.
Attachments:	1. License Agreement 2. Location Exhibit 3. Request Letter
Prepared By:	Tom Yantis, AICP Assistant City Manager 12/11/2015

LICENSE AGREEMENT

The City of Leander, Texas a municipal corporation and political subdivision of the State of Texas situated in Williamson County, Texas ("the City" or "Licensor"), and GW Homeowners Association, Inc., a Texas non-profit corporation doing business as Greatwood Homeowners Association, Inc. ("Licensee"), enter into this License Agreement ("Agreement") on this the ____ day of December, 2015, upon the terms and conditions set forth below.

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

Construction, installation, and maintenance of the following improvements for the Greatwood Phase 1, Section 1 Subdivision (the "Subdivision") located in the right-of-way of County Road 280, Leander, Williamson County, Texas being: landscaping, irrigation and related facilities; hereinafter referred to as the "Improvements." The location of the right-of-way containing the Improvements are more particularly shown in Exhibit "A" attached hereto and incorporated herein for all purposes.

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

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

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

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

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

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

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

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

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

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

VI. CONDITIONS.

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

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

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

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

Licensee Address	**Licensor Address**
GW Homeowners Association, Inc. Attention: John S. Lloyd, President 4720-4 Rockcliff Road Austin, Texas 78746	City of Leander Attention: City Manager P.O. Box 319 Leander, Texas 78641

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

VIII. TERMINATION.

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

B. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the City if:

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

way;

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

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

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

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

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

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

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

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

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

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

(b) The City Manager may approve an assignment, sublease, or transfer of interest in this Agreement to a home owner's association for the Subdivision (the "HOA") that meets the requirements of this paragraph. The HOA must have been legally established; maintenance obligations for the Improvements must have been assigned to the HOA; and the HOA must have a

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

ACCEPTED, this the ____ day of December, 2015.

LICENSOR: **CITY OF LEANDER, TEXAS**

By: _____
Name: Kent Cagle
Title: City Manager

THE STATE OF TEXAS §
COUNTY OF _____ §

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

_____
Notary Public - State of Texas

LICENSEE: **GW HOMEOWNERS ASSOCIATION, INC.**,
a Texas non-profit corporation,
doing business as Greatwood Homeowners Association, Inc.

By: _____
Name: John S. Lloyd
Title: President

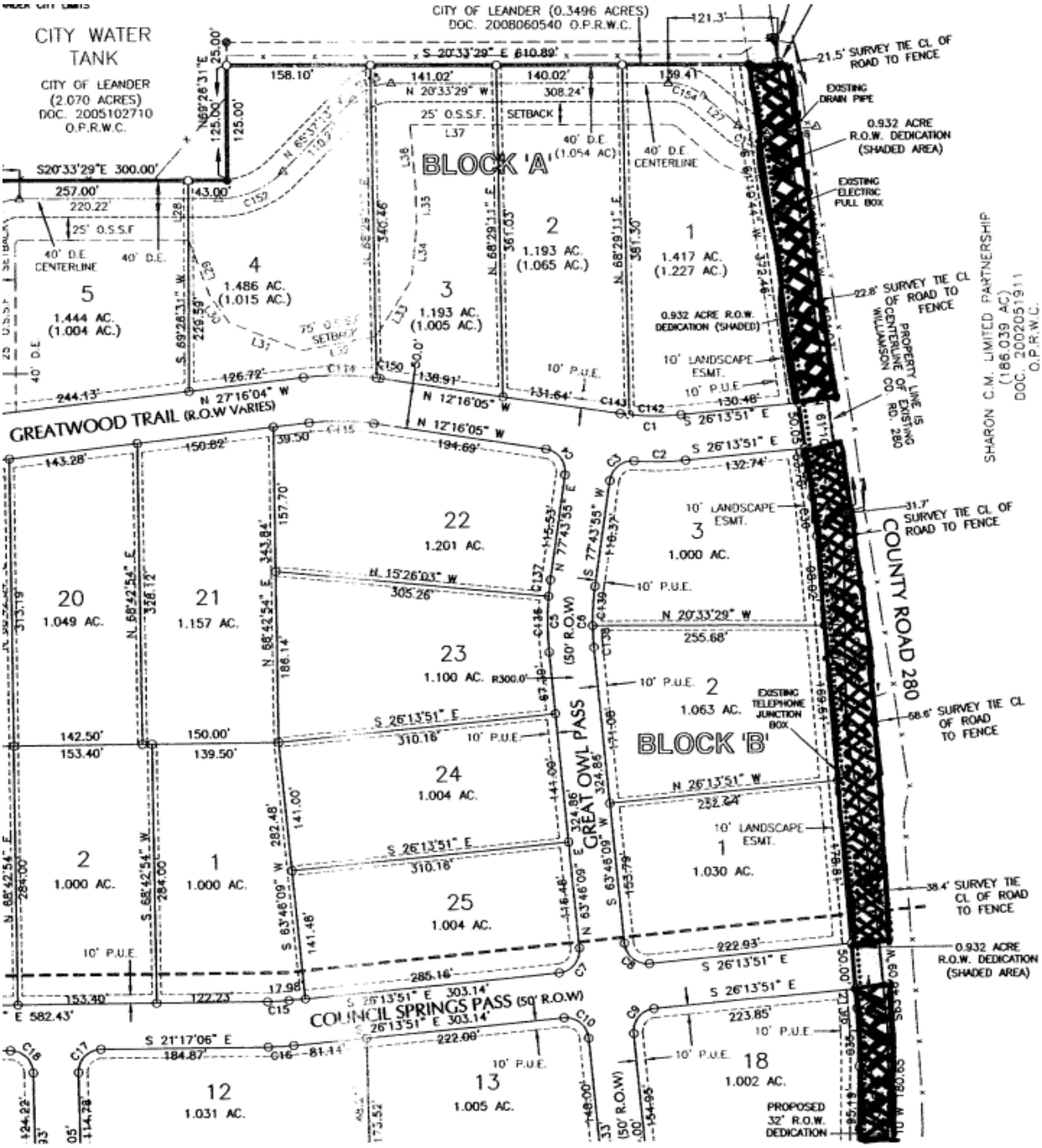
THE STATE OF TEXAS **§**
COUNTY OF TRAVIS **§**

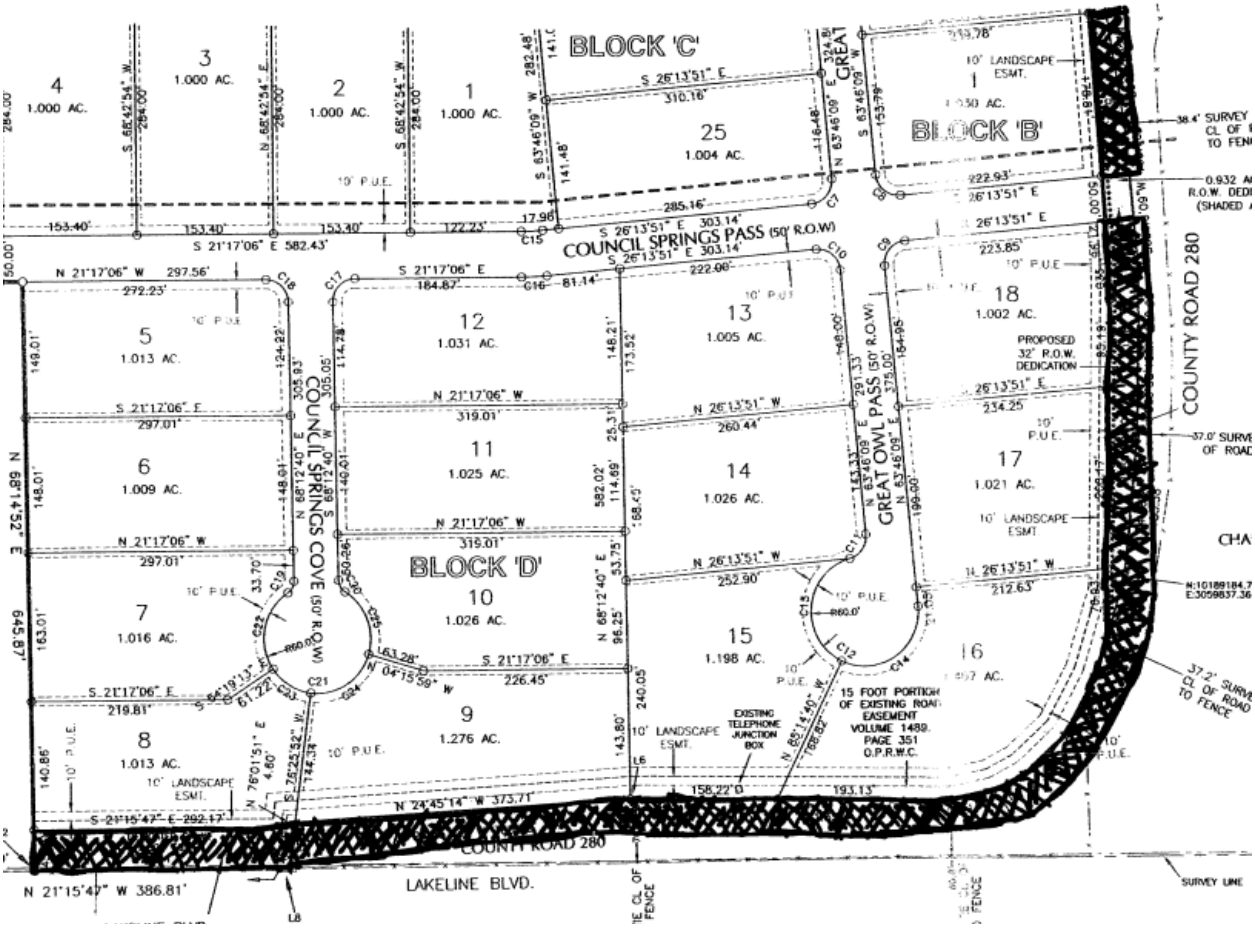
This instrument was acknowledged before me on this the ____ day of December, 2015, by John S. Lloyd, President of GW Homeowners Association, Inc., a Texas non-profit corporation, doing business as Greatwood Homeowners Association, Inc., on behalf of said entity.

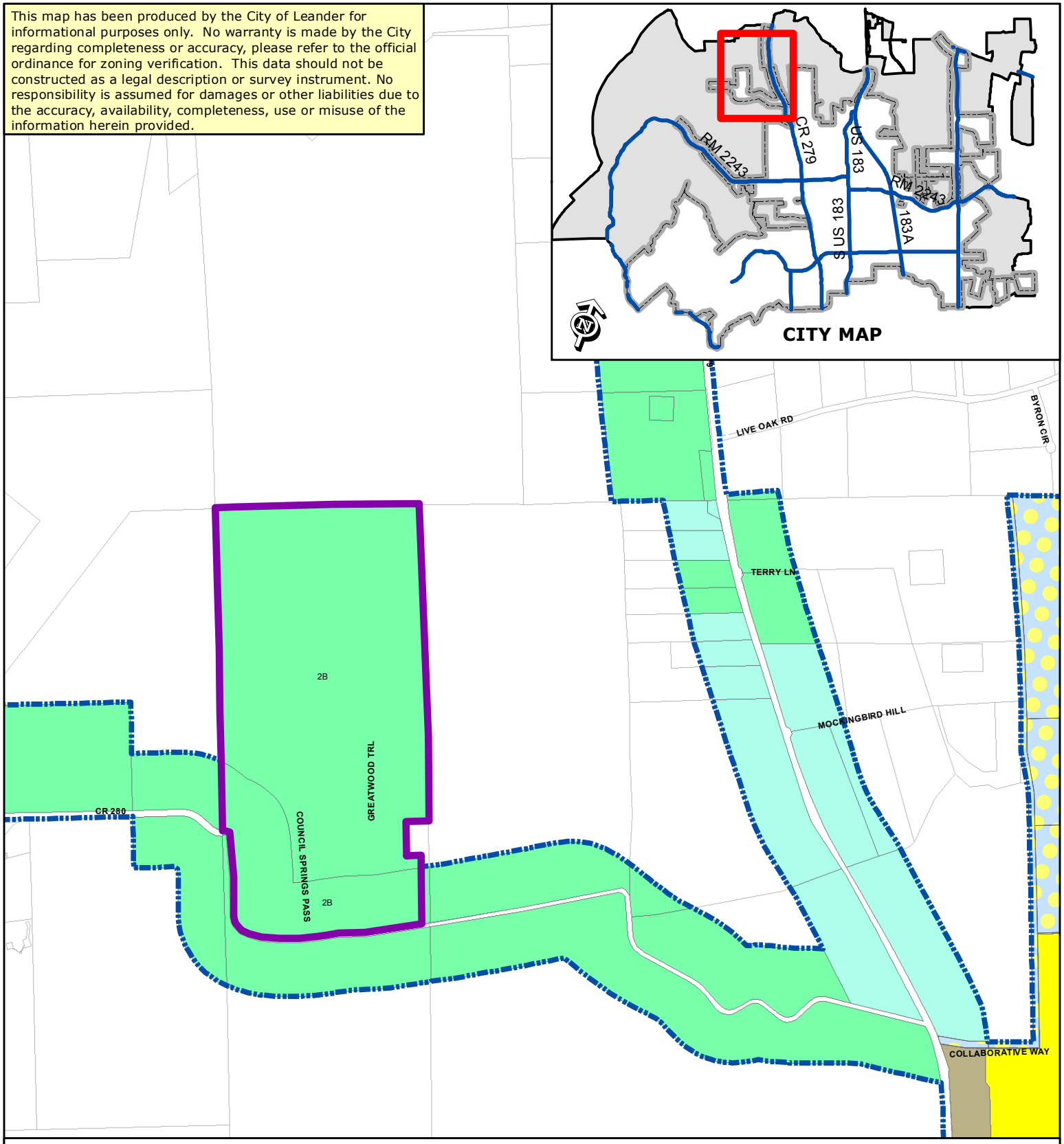
_____
Notary Public - State of Texas

EXHIBIT "A"

Hatched Areas Contain "Improvements"




BLOCK 'C'
BLOCK 'B'
BLOCK 'D'
COUNCIL SPRINGS PASS (50' R.O.W)
GREAT OWL PASS (50' R.O.W)
COUNCIL SPRINGS COVE (50' R.O.W)
COUNTY ROAD 280
LAKELINE BLVD.
PROPOSED 32' R.O.W. DEDICATION
EXISTING TELEPHONE JUNCTION BOX
15 FOOT PORTION OF EXISTING ROAD EASEMENT VOLUME 1489, PAGE 351 O.P.R.W.C.
10' LANDSCAPE ESMT.
10' P.U.E.
1 1.000 AC.
2 1.000 AC.
3 1.000 AC.
4 1.000 AC.
5 1.013 AC.
6 1.009 AC.
7 1.016 AC.
8 1.013 AC.
9 1.276 AC.
10 1.026 AC.
11 1.025 AC.
12 1.031 AC.
13 1.005 AC.
14 1.026 AC.
15 1.198 AC.
16
17 1.021 AC.
18 1.002 AC.
25 1.004 AC.
S 21°17'06" E 582.43'
N 21°15'47" W 386.81'
N 24°45'14" W 373.71'
S 21°15'47" E 292.17'
N 68°14'52" E 645.87'



License Agreement - Attachment #2

Location Exhibit - Greatwood Subdivision

ZONING

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

PUD Land Use

- PUD Commercial
- PUD Mixed Use
- PUD Multi-Family
- PUD Single-Family
- PUD Townhome

- Subject Property
- City Limits
- Extra-Territorial Jurisdiction

0 1,000
Feet

N

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
(512) 435-2300

TELECOPIER (512) 435-2360

KEVIN M. FLAHIVE
(512) 435-2333
KFLAHIVE@ABAUSTIN.COM

November 17, 2015

VIA EMAIL ONLY

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

Re: License Agreement for Greatwood Phase 1, Section 1

Dear Ms. Griffin:

I am writing to you on behalf of JL Development, Inc., the owner/developer of the Greatwood Subdivision, and HW Homeowners Association, Inc., the homeowners association for the Greatwood Subdivision, to request the City of Leander's grant of a license to HW Homeowners Association, Inc. for the construction, installation, maintenance and repair of improvements within the County Road 280 right-of-way. The improvements to be located within this right-of-way are those approved by the City of Leander on December 11, 2014, as shown the Construction Plans for Water, Street & Drainage for Greatwood Subdivision Phase 1, Section 1.

Enclosed with this letter, please find: (i) a draft of the proposed License Agreement, Exhibit "A" to which illustrates the locations within the County Road 280 right-of-way within which the improvements are to be located; (ii) a redline showing the differences between the proposed License Agreement and the City of Leander's template; (iii) a completed copy of the License Agreement Application & Checklist; (iv) the homeowners association's certificate of liability insurance naming the City of Leander as an additional insured; and (iv) a check in the amount of $250.00 for filing fees.

If you have any questions or comments or need further information, please contact me.

Sincerely,

ARMBRUST & BROWN, PLLC

By:_____
Kevin M. Flahive

{W0671434.1}

AGENDA ITEM # 9

Executive Summary

December 17, 2015

Agenda Subject: Second 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 second public hearing.

Attachments:

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

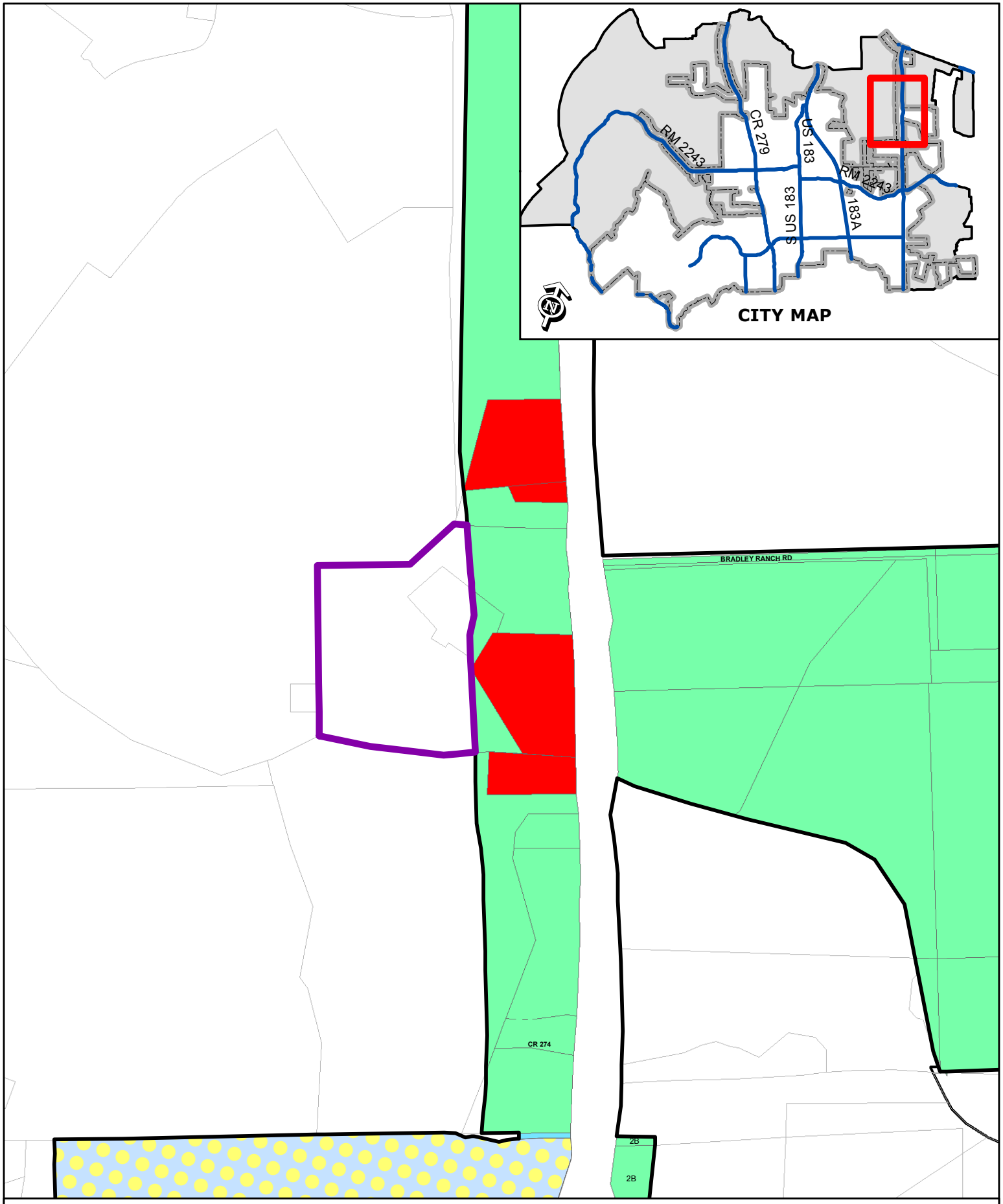
Prepared by: Tom Yantis, AICP
Assistant City Manager

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 **December 2, 2015**** Publish notice of Second Public Hearing	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
December 3, 2015*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
December 17, 2015*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **January 7, 2016***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
January 21, 2016; Or at a special called meeting after the 1st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**
****Newspaper notices to paper by 5p.m. the preceding Wednesday.**



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

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

PASSED AND APPROVED this the 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

ELLEN PIZALATE
MY COMMISSION EXPIRES
September 20, 2018

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.

AGENDA ITEM # 10

Executive Summary

December 17, 2015

Agenda Subject: Second 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 second public hearing.

Attachments:

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

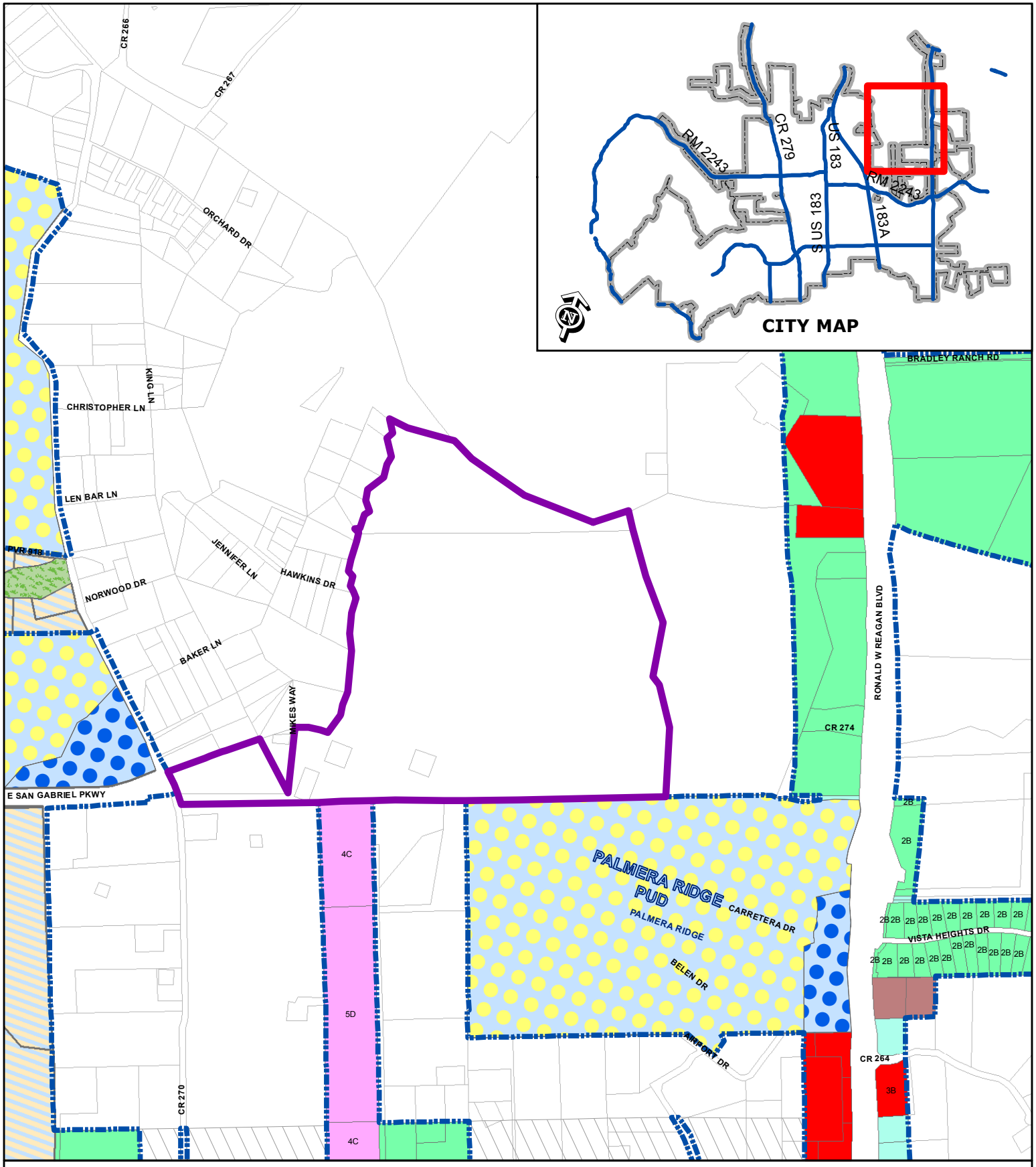
Prepared by: Tom Yantis, AICP
Assistant City Manager

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 **December 2, 2015**** Publish notice of Second Public Hearing	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
December 3, 2015*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
December 17, 2015*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **January 7, 2016***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
January 21, 2016; Or at a special called meeting after the 1st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**
****Newspaper notices to paper by 5p.m. the preceding Wednesday.**



Palmera Bluff/Toungate Annexation

Attachment #4

Location Exhibit
Palmera Bluff/Toungate

N

Subject Property
City Limits

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

0 200
Feet

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

Section 2. <u>Proceedings</u>. The petition for annexation of the following property, including the abutting streets, roadways, and rights of way, not previously annexed into the City and the draft services plan shown in Exhibit "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.

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

Petitioner:

Ernest Loyd Toungate

Earnest 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 Earnest 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.

ANDREW C. FRIEDMANN
Notary Public, State of Texas
My Commission Expires
September 29, 2015

Notary Public - State of Texas

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)

JENNIFER LYNN WALDROP
Notary Public, State of Texas
My Commission Expires
April 26, 2017

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

JENNIFER LYNN WALDROP
Notary Public, State of Texas
My Commission Expires
April 26, 2017

Laura 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
My Commission Expires
April 26, 2017

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 Addendumor 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.

KAREN R. AYERS
Notary Public, State of Texas
My Commission Expires
May 15, 2018

_____
Notary Public - State of Texas

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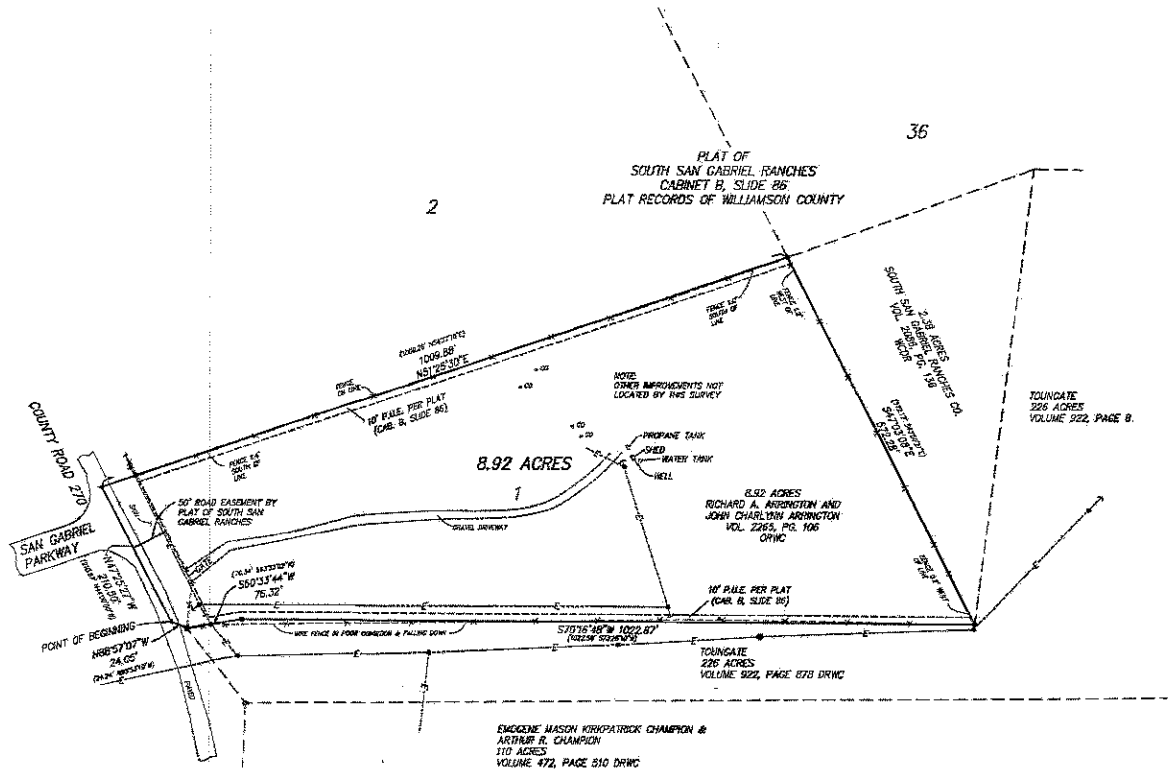
SCALE: 1"=100'

0 100' 200' 300' 400'



LEGEND:

- ● = FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
- ▲ = FOUND NAIL IN PAVING
- CO = SEPTIC SYSTEM CLEANOUT
- ● = POWER POLE
- ⊢● = POWER POLE WITH ANCHOR
- ——E—— = OVERHEAD POWER LINE
- —x—x—x— = WIRE FENCE

ORWC = OFFICIAL RECORDS OF WILLIAMSON COUNTY
DRWC = DEED RECORDS OF WILLIAMSON COUNTY
OPRWC = OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
PRWC = PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

NOTES:
THIS PARCEL IS DESCRIBED ON A SEPARATE ATTACHMENT
BEARINGS ARE TEXAS STATE PLANE CENTRAL ZONE NAD 83

EXCEPTIONS FROM COVERAGE LISTED IN THE COMMITMENT FOR TITLE INSURANCE PREPARED BY CHICAGO TITLE INSURANCE COMPANY FILE No. AUT15008516-REVISION A, EFFECTIVE DATE SEPTEMBER 2, 2015

RESTRICTIVE COVENANTS RECORDED IN VOLUME 769, PAGE 336 DEED RECORDS OF WILLIAMSON COUNTY, TEXAS (DO AFFECT THIS TRACT)

PUBLIC UTILITY EASEMENT GRANTED IN CABINET B, SLIDE 86, PRWC (DOES AFFECT THIS TRACT)

ROADWAY EASEMENT GRANTED IN CABINET B, SLIDE 86, PRWC (DOES AFFECT THIS TRACT)

ELECTRIC EASEMENT GRANTED IN VOLUME 518, PAGE 545 DRWC (DOES NOT AFFECT THIS TRACT)

AFFIDAVIT RECORDED IN VOLUME 2265, PAGE 118, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS (DOES AFFECT THIS TRACT)

INTEREST IN AND TO OIL, GAS AND OTHER MINERALS AND/OR ROYALTIES IN VOLUME 512, PAGE 612, DEED RECORDS OF WILLIAMSON COUNTY (DOES AFFECT THIS TRACT)

INTEREST IN AND TO OIL, GAS AND OTHER MINERALS AND/OR ROYALTIES IN VOLUME 587, PAGE 308, DEED RECORDS OF WILLIAMSON COUNTY (DOES AFFECT THIS TRACT)

CERTIFICATION:

THIS IS TO CERTIFY THAT THE BOUNDARY IS IN CONFORMANCE WITH THE GENERAL RULES AND PROCEDURES SET FORTH BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS AND IS TO THE POSITIONAL TOLERANCES REQUIRED FOR SURVEYS WITHIN INCORPORATED AREAS AND MEETS THE REQUIREMENTS OF A CATEGORY 1A, CONDITION I, SURVEY AS DEFINED IN THE MANUAL OF PRACTICE FOR LAND SURVEYING IN THE STATE OF TEXAS PREPARED BY THE TEXAS SOCIETY OF PROFESSIONAL LAND SURVEYORS

STATE OF TEXAS REGISTERED JOHN KENNETH WIZGARD 5741 PROFESSIONAL LAND SURVEYOR

J. Kenneth Wizgard Sept. 25, 2015
J. KENNETH WIZGARD
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5741
STATE OF TEXAS

RJ SURVEYING & ASSOCIATES, INC.
1212 E. BRAKER LANE, AUSTIN, TEXAS 78753
F-10015400 (512) 836-4793 FAX: (512) 836-4817

DATE: 9-14-2015		SCALE: 1" = 100'
F BOOK: 812, PG 25		JOB NO.: 2247

S:\AUG2015-2250\2247\dwg\2947-SURVEYPLAN.dwg 9/25/2015 11:30:14 AM CDT

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.

AGENDA ITEM # 11

Executive Summary

December 17, 2015

Agenda Subject: Second 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 second public hearing.

Attachments:

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

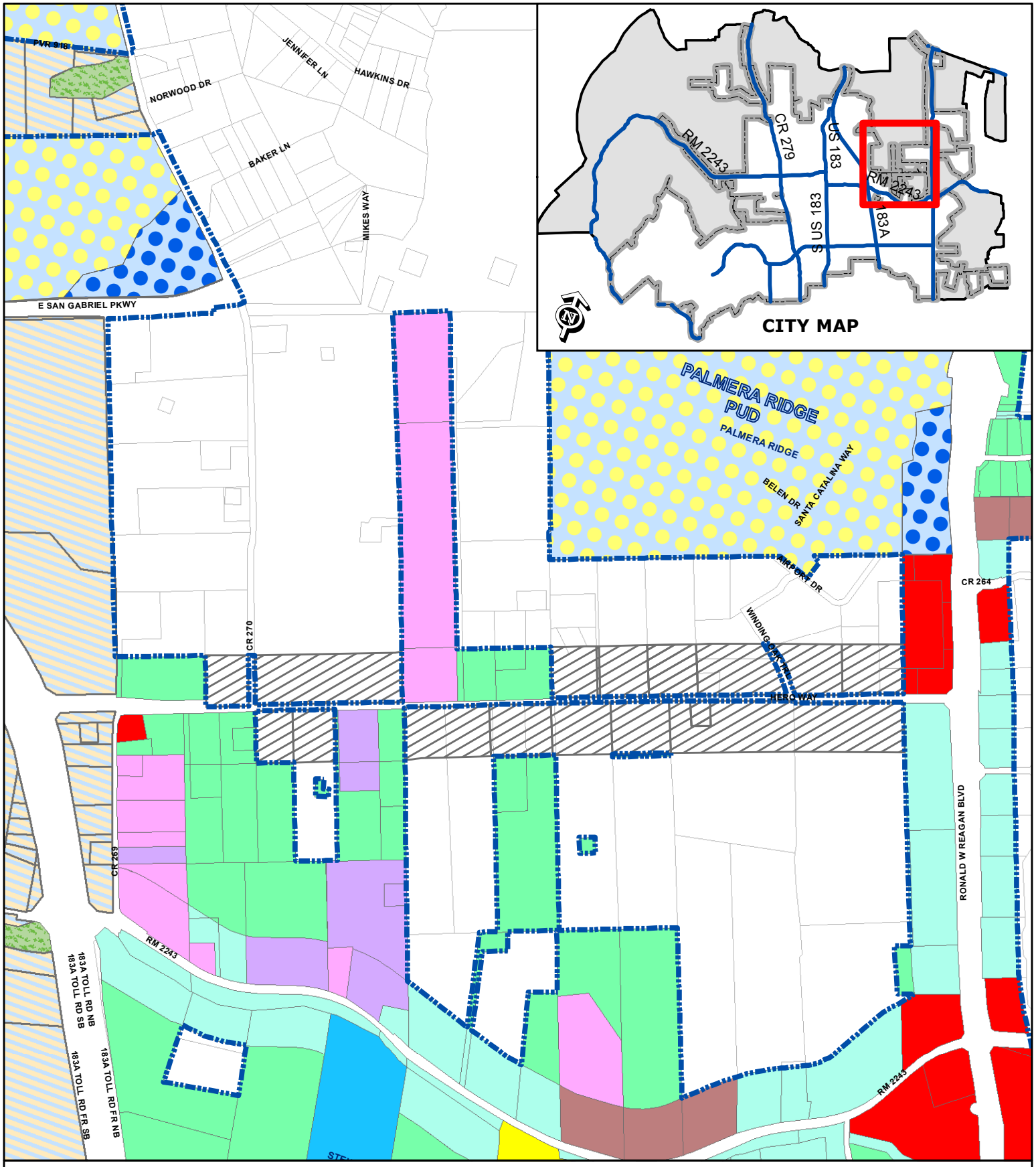
Prepared by: Tom Yantis, AICP
Assistant City Manager

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 **December 2, 2015**** Publish notice of Second Public Hearing	**NEWSPAPER NOTICES** RE: FIRST AND SECOND PUBLIC HEARINGS; (If applicable, certified Notice to Railroad). POST NOTICE OF HEARINGS ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE **SCHOOL DISTRICT NOTICE** (notify each school district of possible impact w/in the period prescribed for publishing the notice of the First Public Hearing.)	Not less than 10 days nor more than 20 days before 1st and 2nd public hearings. Loc. Gov't Code, §43.063 (c). Loc. Gov't Code § 43.905; send school district notice not less than 10 days nor more than 20 days before the First Public Hearing.
Ten days after the date the first notice of Public Hearing is published	LAST DAY FOR SUBMISSION OF WRITTEN PROTEST BY RESIDENTS (10 days after first newspaper notice)	Site hearing required if 10% of adult residents of tracts protest within 10 days after 1st newspaper notice. Loc. Gov't Code, § 43.063 (b)
December 3, 2015*	**1st PUBLIC HEARING** AND PRESENT SERVICE PLAN (Not more than 40 days before the 1st reading of ordinance) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
December 17, 2015*	**2nd PUBLIC HEARING** AND PRESENT SERVICE PLAN (At least 20 days before 1st reading of ordinance.) *REGULAR MEETING*	Not less than 20 days nor more than 40 days before reading of ordinance. Loc. Gov't Code, §§ 43.063(a) & 43.065.
Institution Date **January 7, 2016***	**FIRST READING** OF ORDINANCE *REGULAR MEETING*	Date of institution of proceedings. Not less than 20 days from the second public hearing nor more than 40 days from the first public hearing.
January 21, 2016; Or at a special called meeting after the 1st First Reading	**SECOND-FINAL READING** OF ORDINANCE *REGULAR MEETING*	Not more than 90 days after 1st reading of Ordinance § 43.064.
Within 30 days of Second Reading	**CITY SENDS COPY OF MAP** showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	**CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:** 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	

***Dates in BOLD are MANDATORY dates to follow this schedule. Please advise if deviation.**
****Newspaper notices to paper by 5p.m. the preceding Wednesday.**



CR 269 Annexation

Attachment #3

Location Exhibit

N

City Limits

Subject Property

Extra-Territorial Jurisdiction

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

0 200

Feet

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

Section 2. <u>Proceedings</u>. The 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 "A"

PROPERTY DESCRIPTIONS

Exhibit "B"

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

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

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

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

WHEREAS, 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.

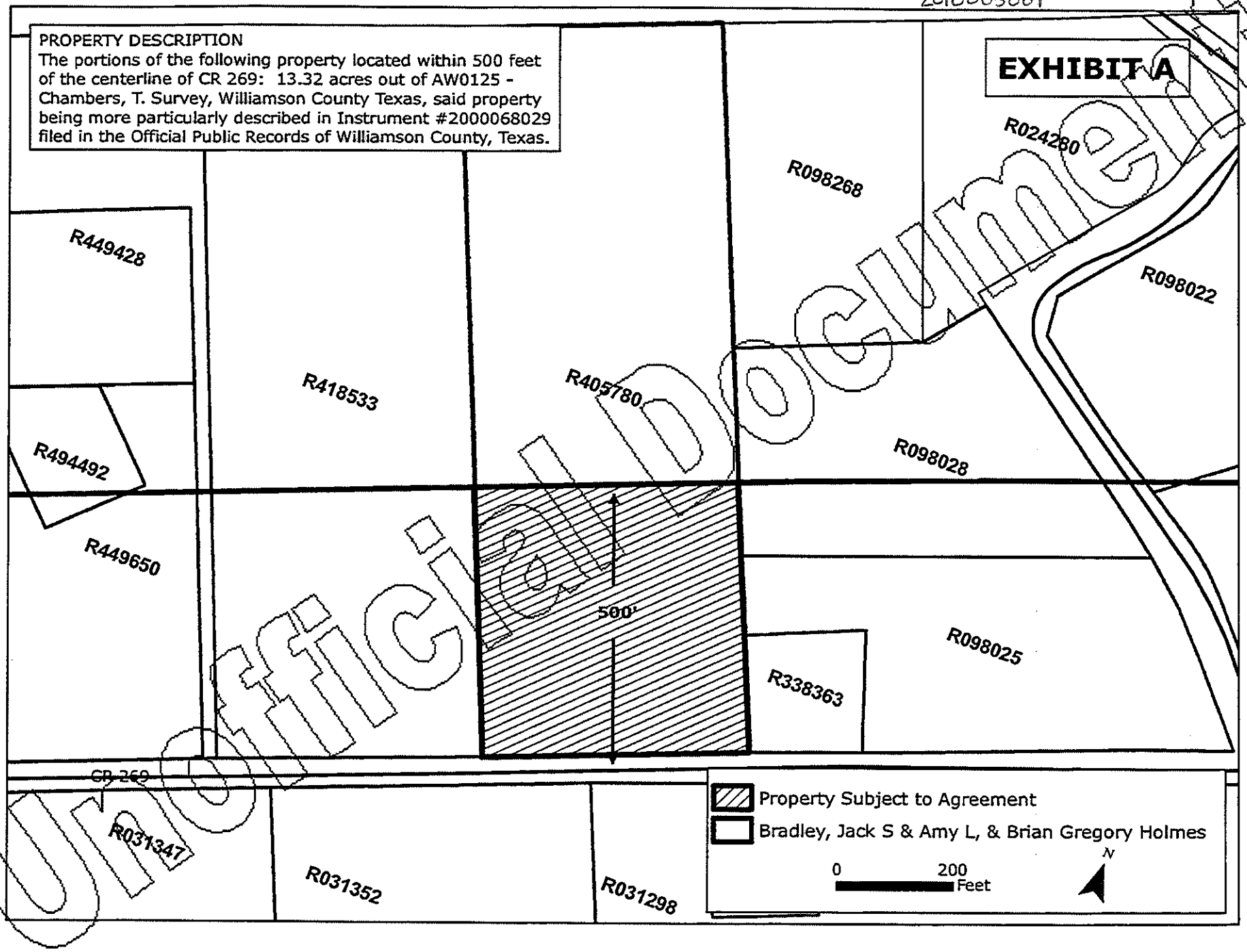
(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(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.

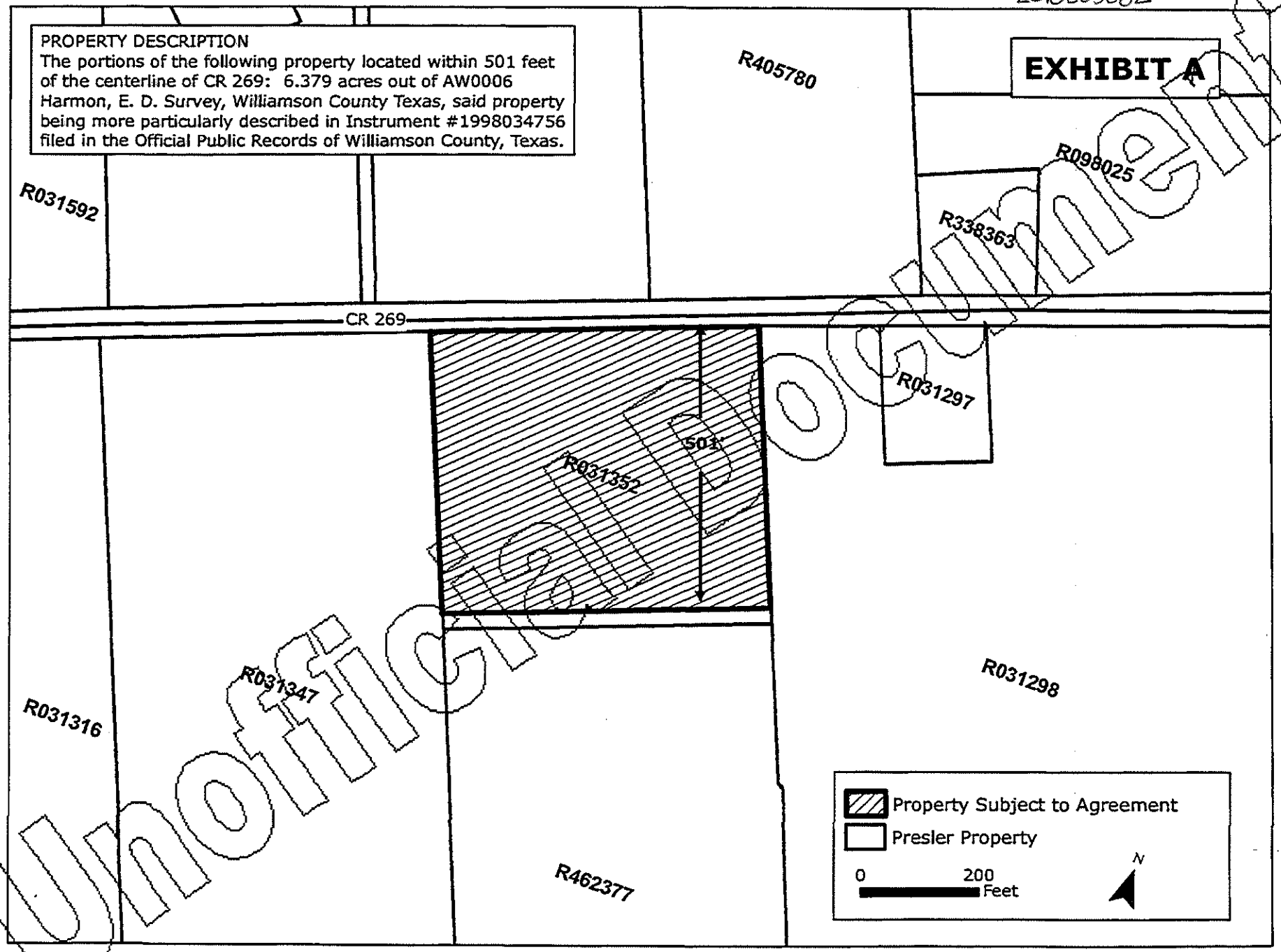


Unofficial Document

2010083082

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.

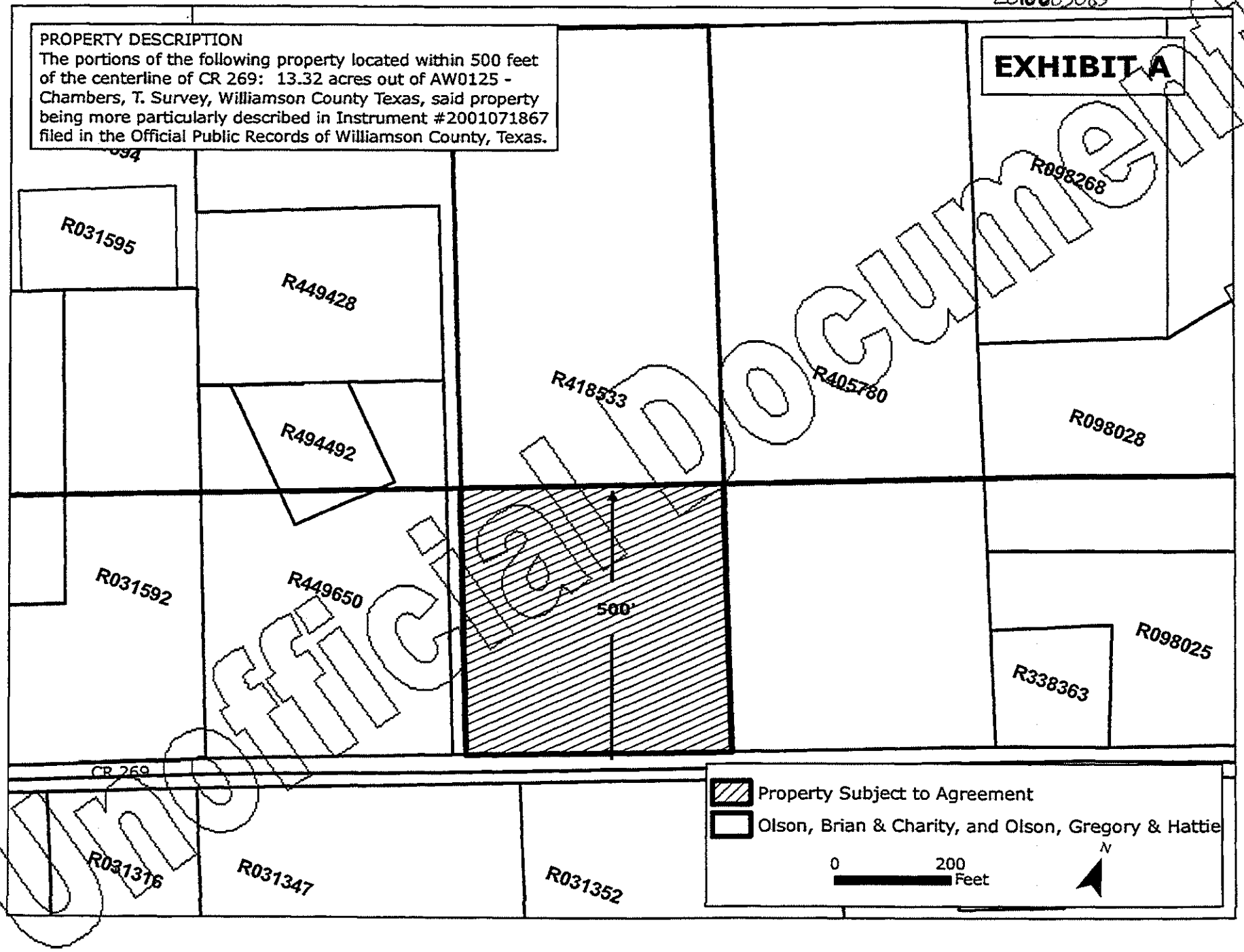


Unofficial Document

2010083083

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 #2001071867 filed in the Official Public Records of Williamson County, Texas.

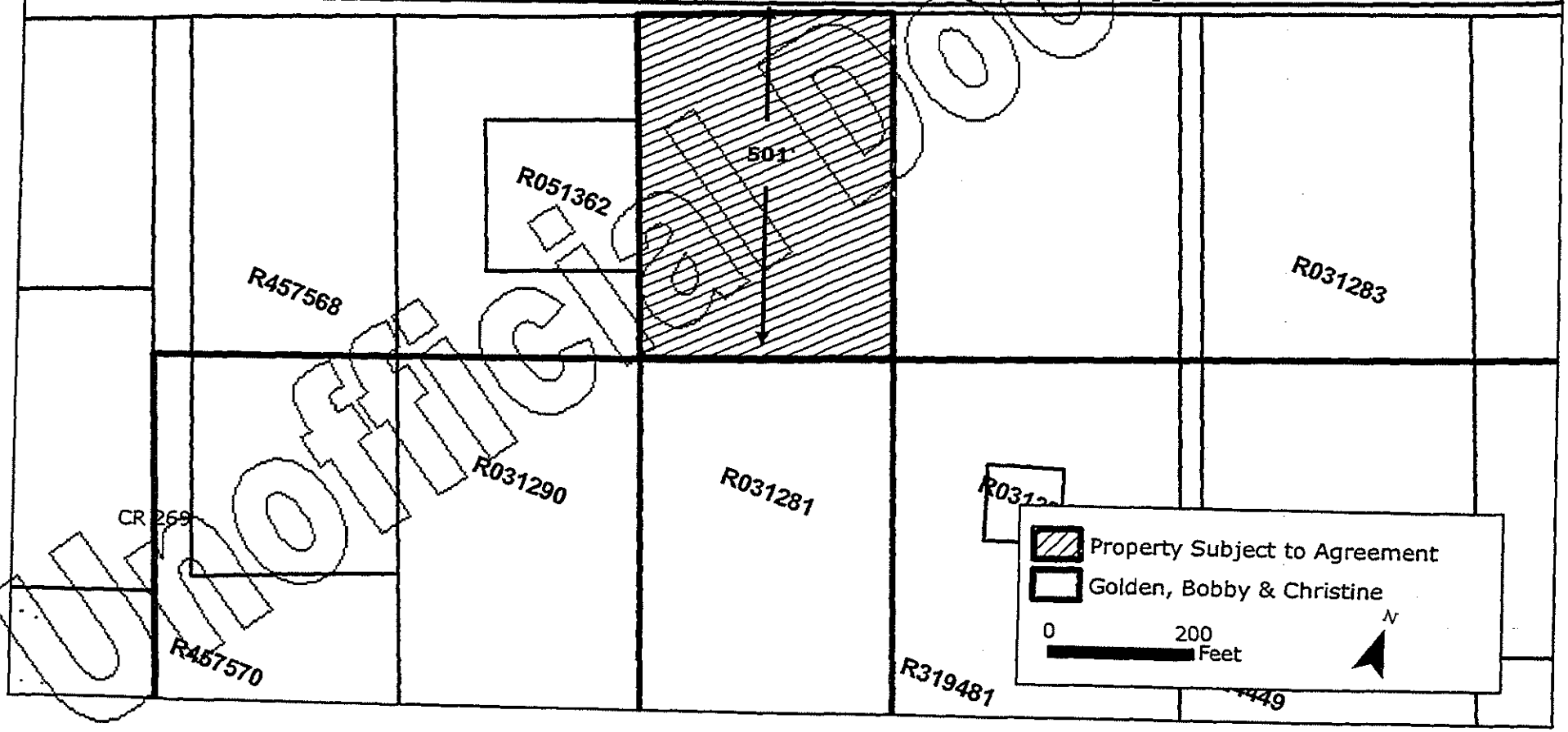


Unofficial Document

2010085084

PROPERTY DESCRIPTION
The portions of the following property located within 501 feet of the centerline of CR 269: 10.960 acres out of AW0006 Harmon, 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.

EXHIBIT A

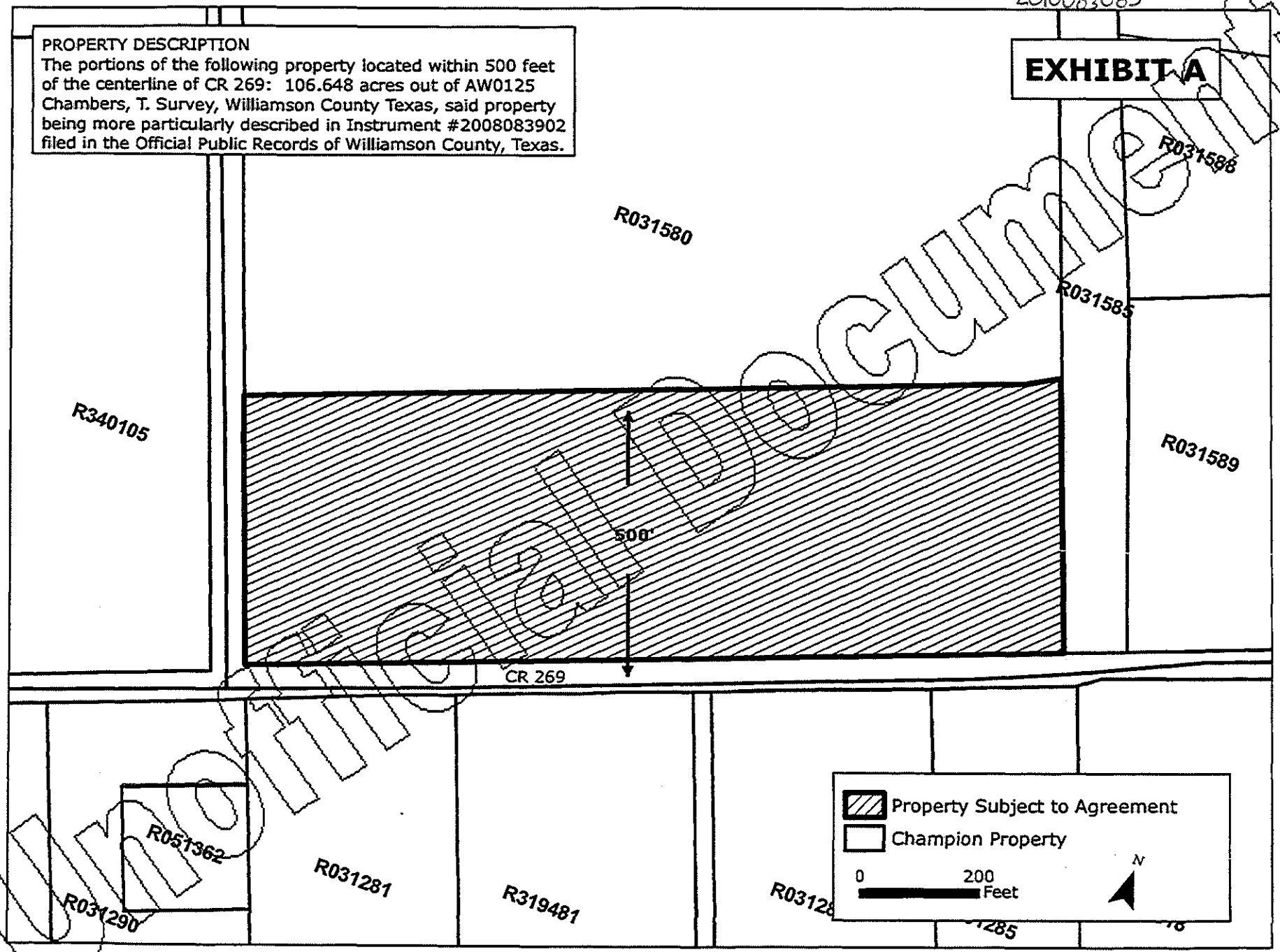


Unofficial Document

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.

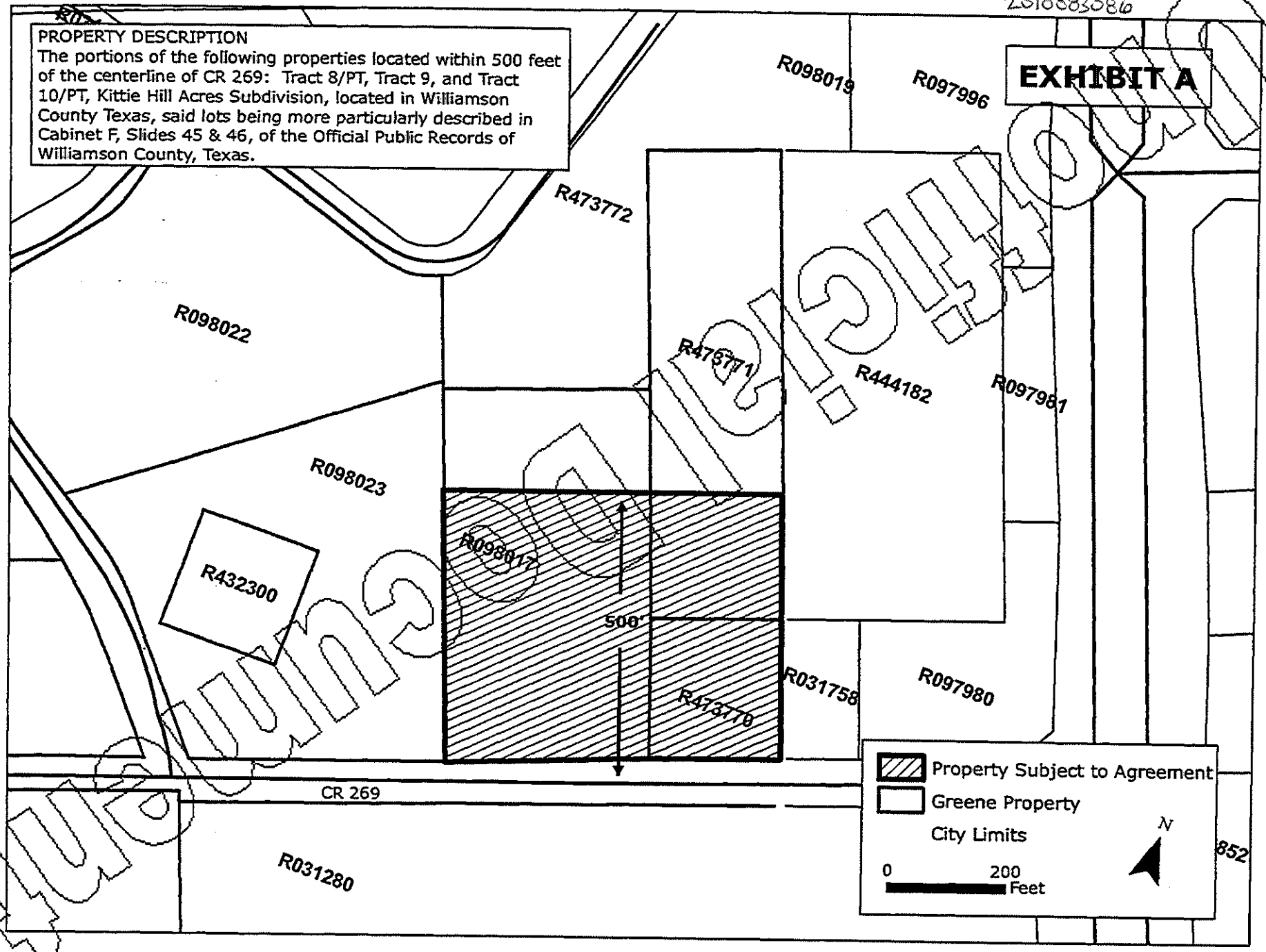


Unofficial Document

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, 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, Texas.

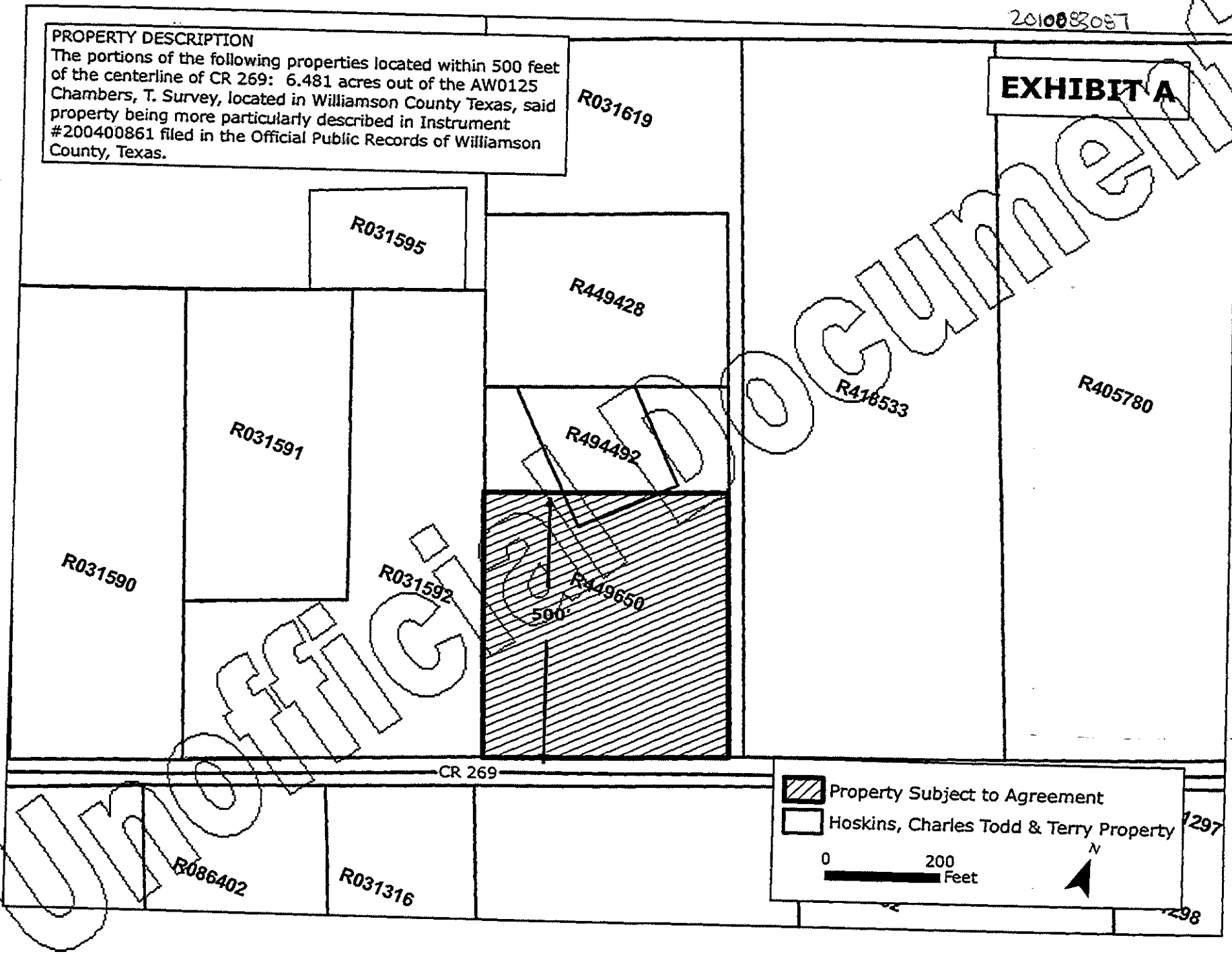


Williamson County

2010083087

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.

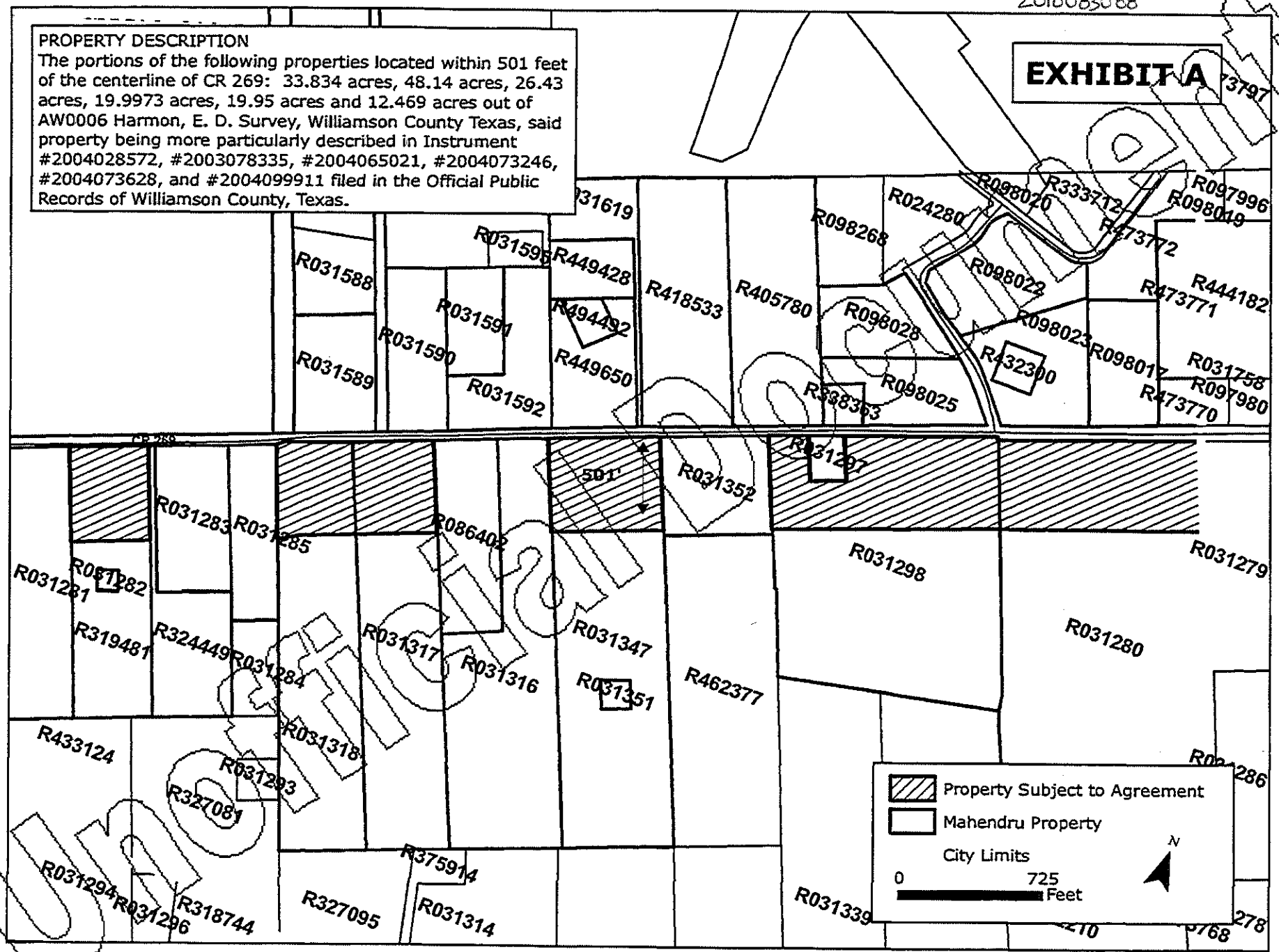


Unofficial Document

2010083088

EXHIBIT A

PROPERTY DESCRIPTION
The portions of the following properties located within 501 feet of the centerline of CR 269: 33.834 acres, 48.14 acres, 26.43 acres, 19.9973 acres, 19.95 acres and 12.469 acres out of AW0006 Harmon, E. D. Survey, Williamson County Texas, said property being more particularly described in Instrument #2004028572, #2003078335, #2004065021, #2004073246, #2004073628, and #2004099911 filed in the Official Public Records of Williamson County, Texas.

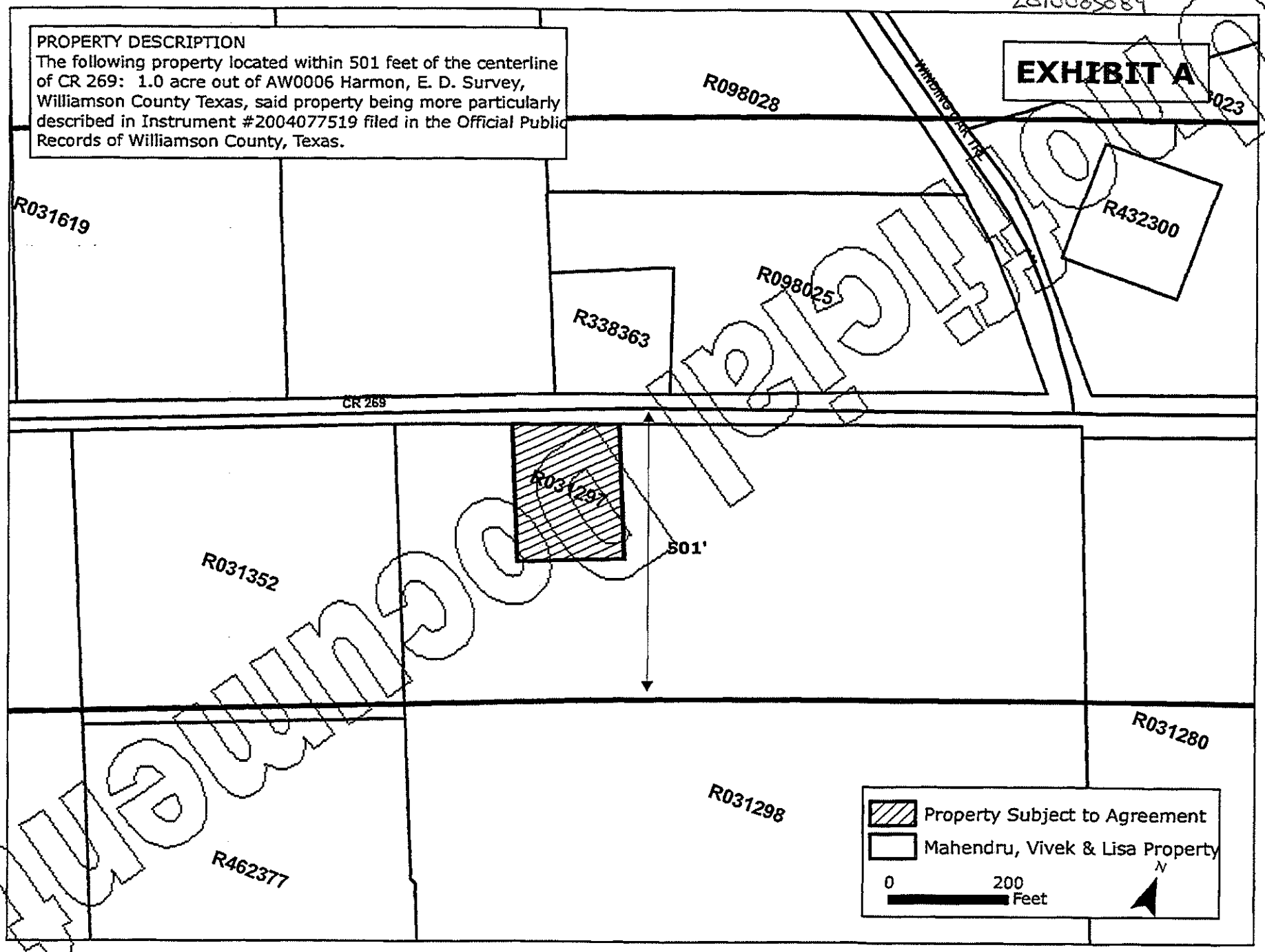


Unofficial Document

2010083089

EXHIBIT A

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.

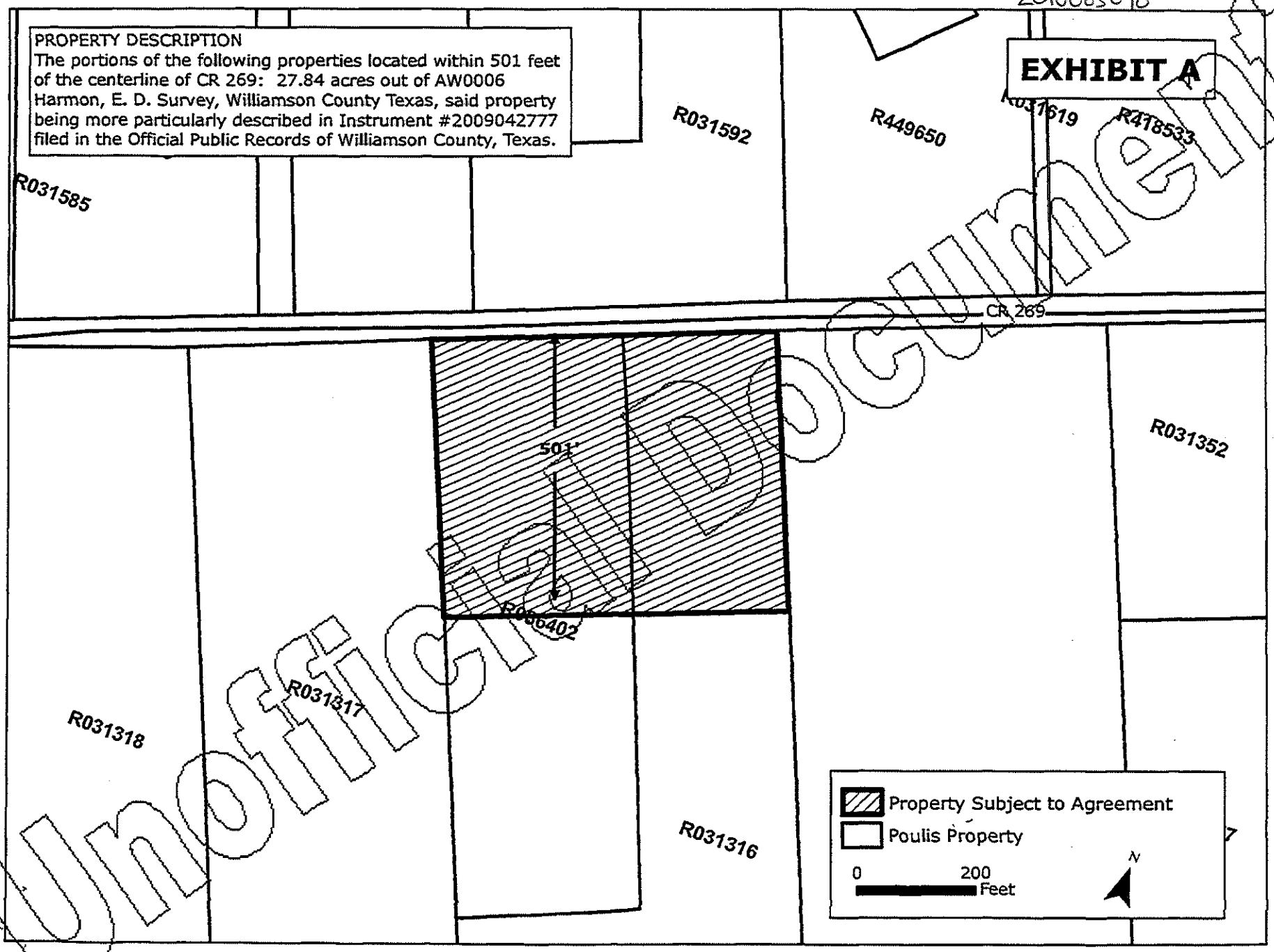


Unofficial Document

2010083090

EXHIBIT A

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.

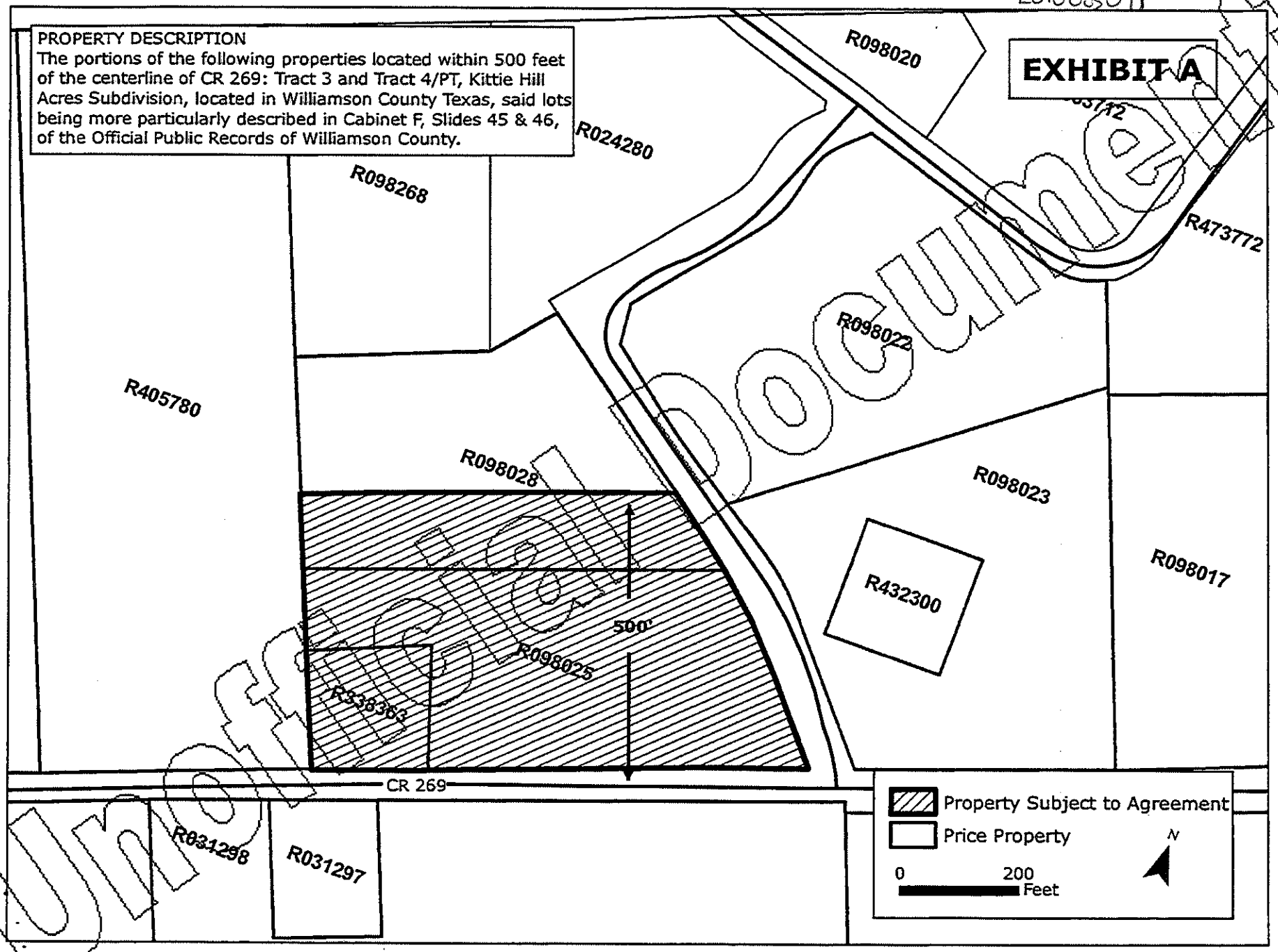


Unofficial Document

2010083091

EXHIBIT A

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.

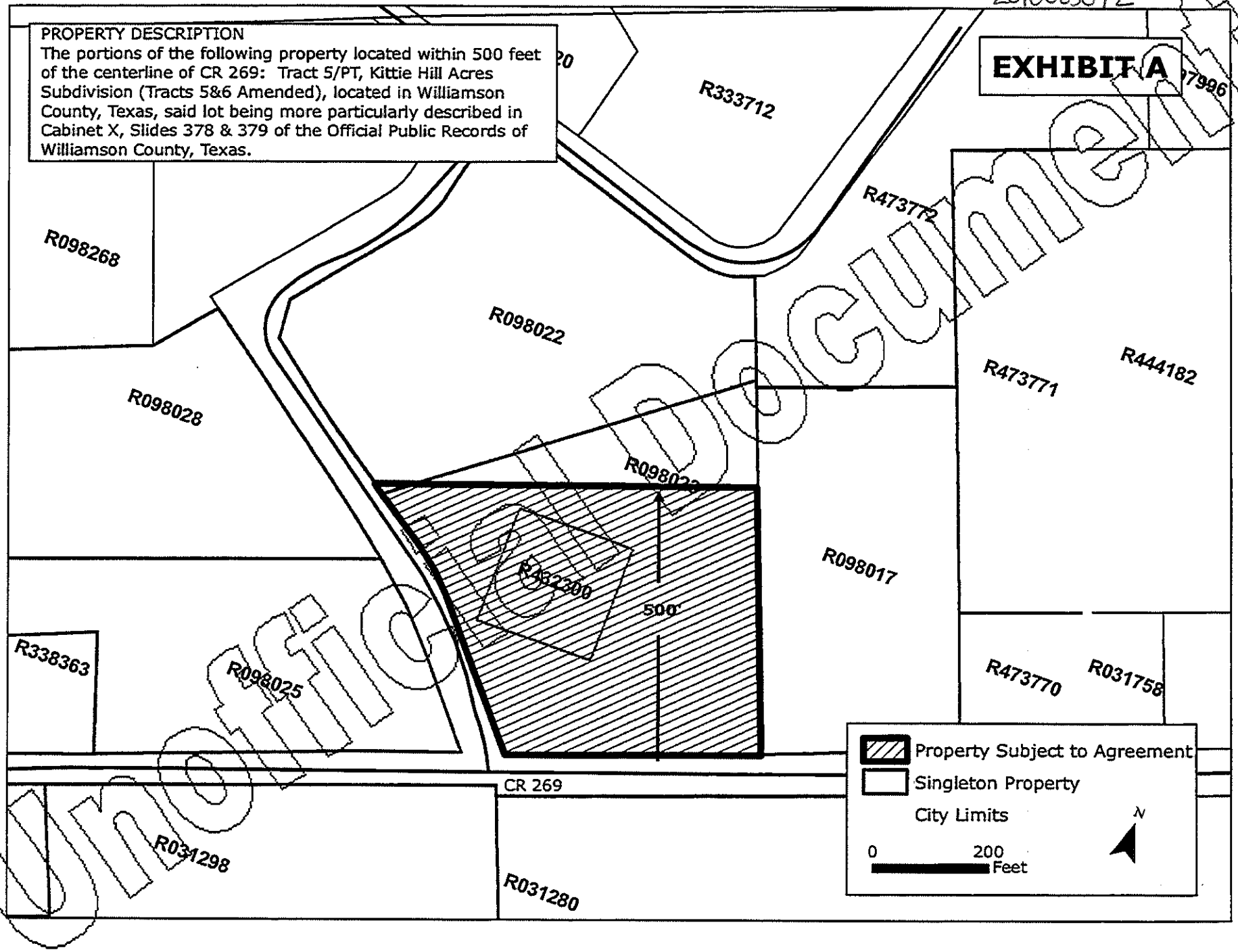


Unofficial Document

2010083092

EXHIBIT A

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.

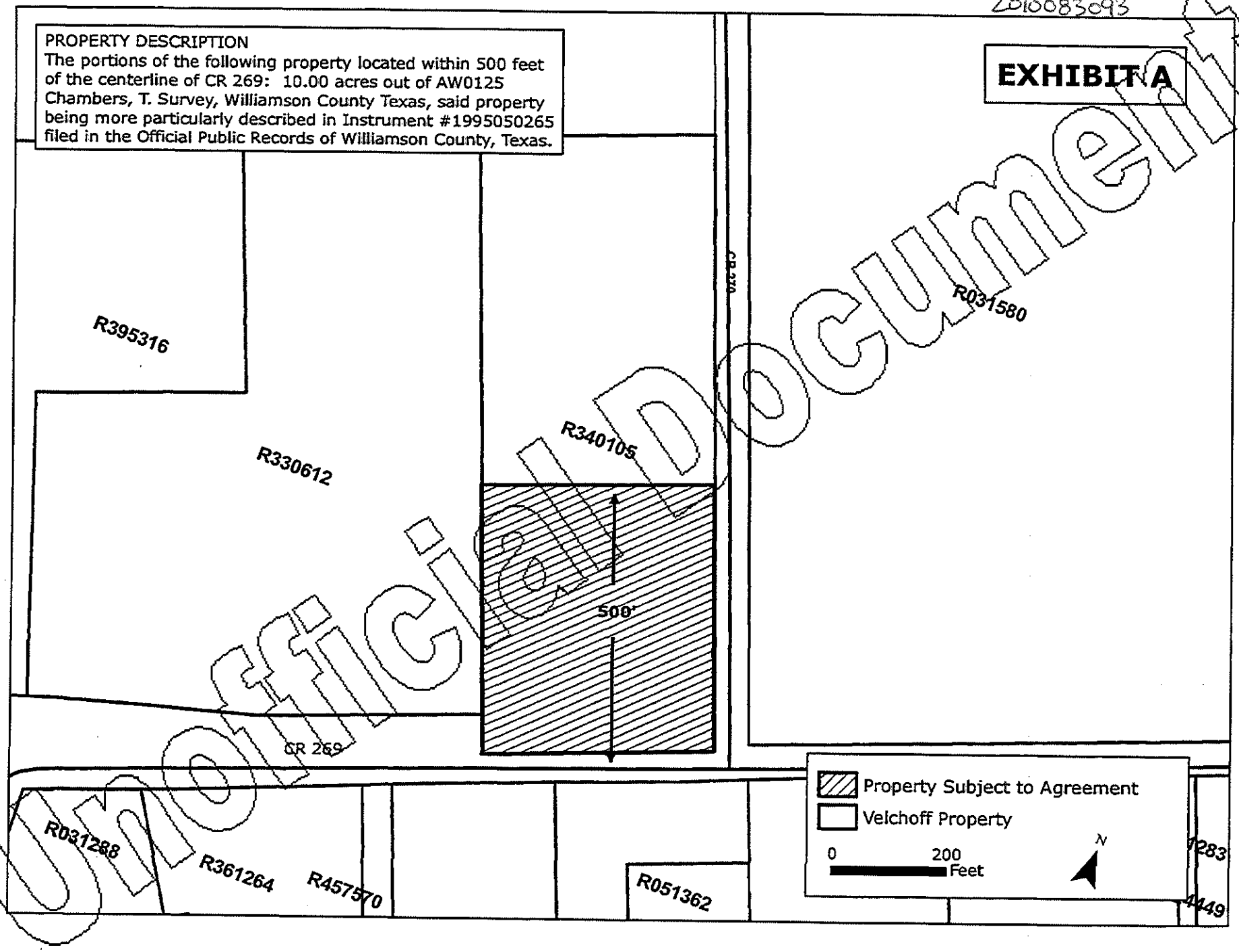


Unofficial Document

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.

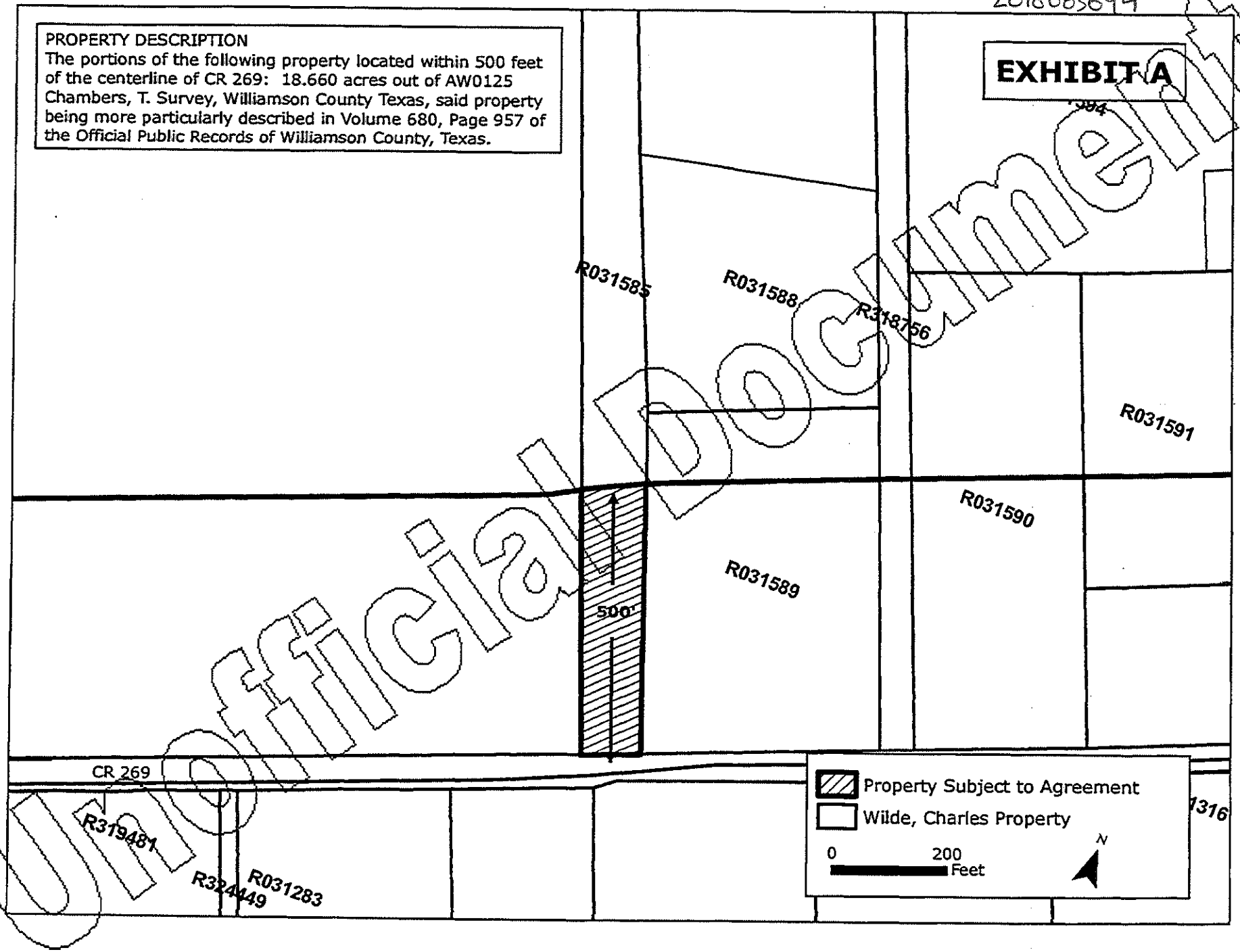


Unofficial Document

2010083094

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.

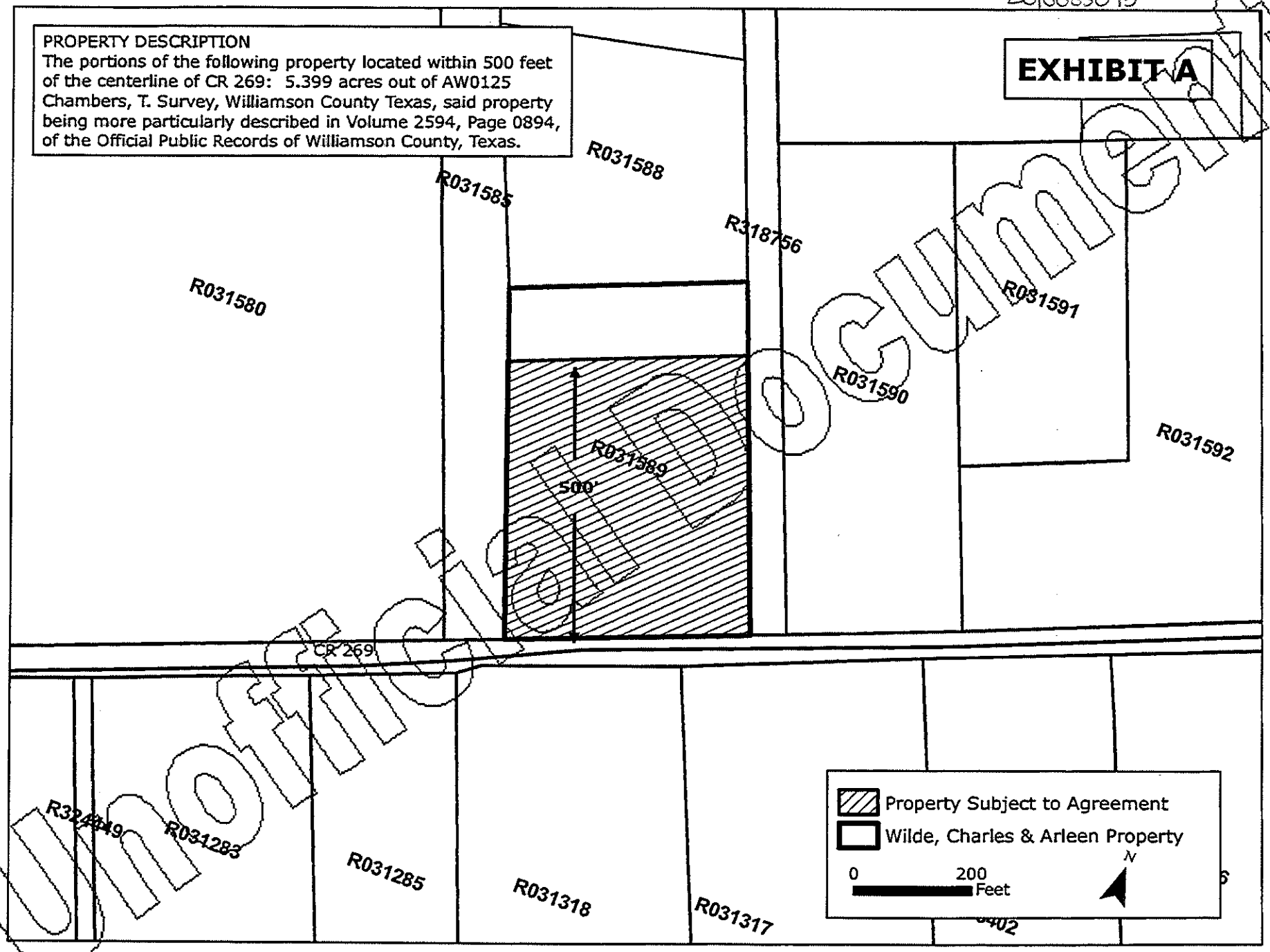


Unofficial Document

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.

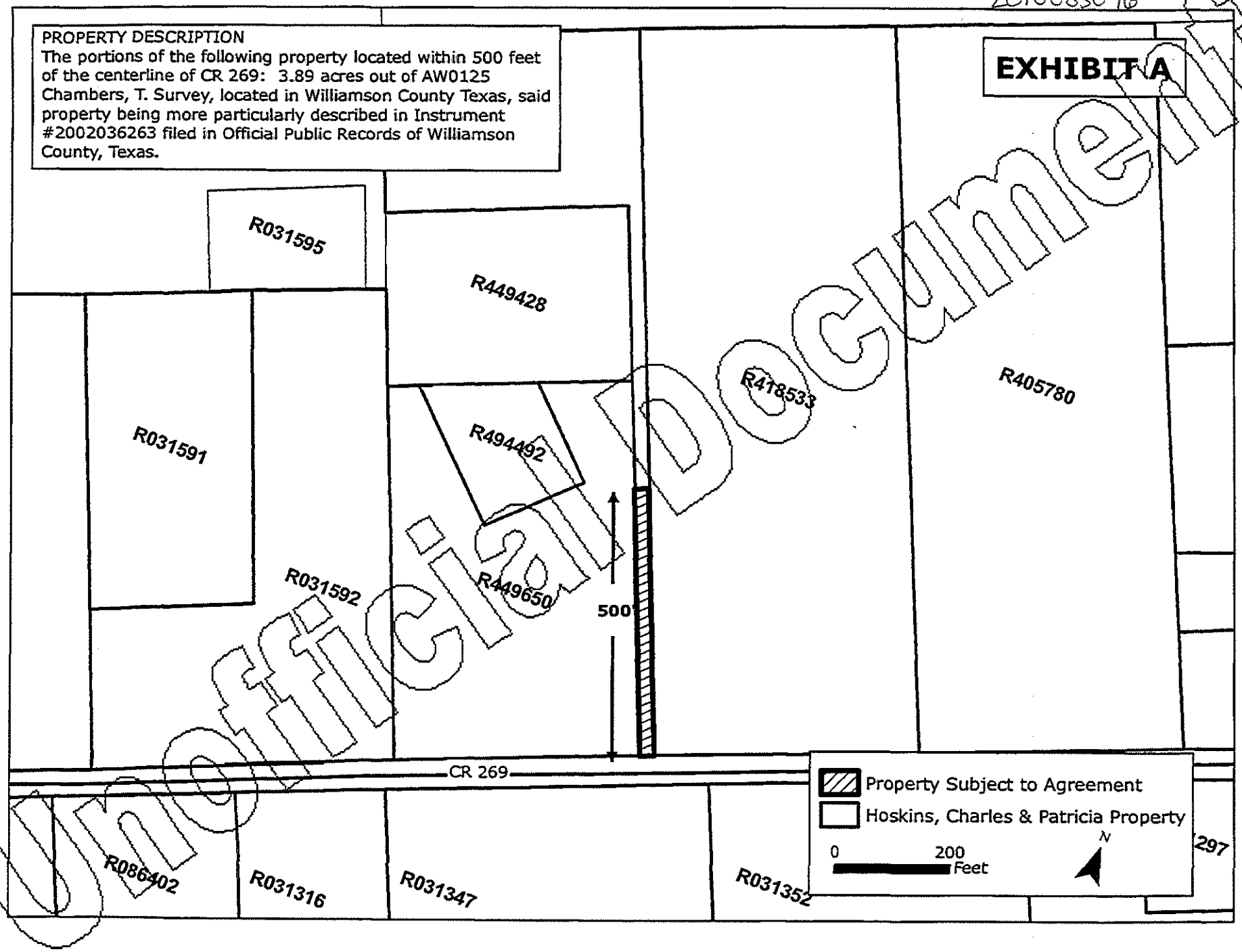


Unofficial Document

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.



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AGENDA ITEM # 12

Executive Summary

December 17, 2015

Agenda Subject: Zoning Case 15-Z-020: Hold a public hearing and consider action on the rezoning of a parcel of land generally located to the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR 279; 1.508 acres more or less; WCAD Parcel R476367. Currently, the property is zoned LC-2-B (Local Commercial). The applicant is proposing to zone the property to LC-3-A, Leander, Williamson County, Texas.

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

Origination: Applicant: Danny Martin on behalf of JSL Commercial Investments, LLC.

Financial Consideration: None

Recommendation: See Planning Analysis. Commissioner Schwendenmann moved to deny the request and the motion was not seconded. Vice Chari moved to approve the zoning request of LC-3-A (Local Commercial) and the potion passed with a 4 to 2 vote (Commissioners Schwendenmann and Hines opposing) at the December 10, 2015 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Location Exhibit
4. Proposed Zoning Map
5. Aerial Map
6. Notification Map
7. Letter of Intent
8. Ordinance
9. Minutes-Planning & Zoning Commission December 10, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager 12/11/2015

PLANNING ANALYSIS

ZONING CASE 15-Z-020
BENBROOK RANCH COMMERCIAL

GENERAL INFORMATION

Owner: JSL Commercial Investments, LLC.

Current Zoning: LC-2-B (Local Commercial)

Proposed Zoning: LC-3-A (Local Commercial)

Size and Location: The property is located on the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR 279 and is approximately 1.508 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	LC-2-B	Undeveloped land zoned for local commercial uses
EAST	LC-2-B SFU-2-B	Undeveloped land zoned for local office Established Single-Family Homes (Benbrook Ranch)
SOUTH	LC-2-B	Undeveloped land zoned for local commercial uses
WEST	GC-3-B	Undeveloped land zoned for general commercial uses

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

LC – LOCAL COMMERCIAL:

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

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

SITE COMPONENT:

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

(1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.

(2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.

(3) This component is intended to be combined with LO, LC, GC, HC and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.

ARCHITECTURAL COMPONENT:

TYPE A:

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

Intent:

(1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.

(2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.

(3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.

(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.

(5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.

(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Focus commercial growth in Activity, Community and Neighborhood Centers.
- Community Centers provide the same uses and services offered by a Neighborhood Center. Additionally, Community Centers include uses that are demanded less frequently than daily, and are typically anchored by grocery stores. Community Centers should have an internal network of streets and promote walkability within the Center.

ANALYSIS:

The applicant is requesting the LC-3-A (Local Commercial) district in order to allow for a convenience store with fuel sales. The properties located to the north, west, and south are zoned for general commercial and local commercial uses. The property to the east is currently developed as part of the Benbrook Ranch subdivision. The Planning & Zoning Commission originally heard a similar zoning request for this property on August 27, 2015. The applicant was requesting the LC-3-B (Local Commercial) district and the Commission recommended denial of the request.

The LC use component permits all uses allowed in the LO (Local Office) use component as well as retail sales and services, restaurants, banks, and convenience stores. The hours of operation: are limited to 5:00 a.m. to 10:00 p.m. Sunday through Thursday and 5:00 a.m. to 11:00 p.m. Friday and Saturday. The intent of the use component is to allow for uses that are limited in scale and offer services to neighboring residential neighborhoods. Access should be provided by a collector or higher classification street. In this case, access is provided by San Gabriel Pkwy and Bagdad Road.

The current Type 2 site component does not permit outdoor storage or display, outdoor entertainment, or outdoor fueling. The change to a Type 3 site component will permit outdoor fuel sales. The table below demonstrates the differences between the two site components.

Site Standards	Type 2	Type 3
Outdoor Display and Storage	Not Permitted	30% of gross floor area of primary structure
Use of Overhead Commercial Service Doors	Not Permitted	Permitted
Outdoor Fueling	Not Permitted	Permitted
Outdoor Container Storage	Not Permitted	20% of gross floor area of primary structure

The Type A architectural component requires at least eight-five (85%) of the exterior surface area walls are masonry and that there are a minimum of five design features. This component is intended to provide high building standards and ensure compatibility between non-residential and residential uses.

This property is located within a Community Center as identified by the Future Land Use Map. This center includes uses that serve neighborhoods as well as uses that are demanded less frequently than daily. Typically, the center is anchored by a midsized user like a grocery stores. An internal network of streets and pedestrian connections should be included within Community Centers in order to promote walkability within the Center.

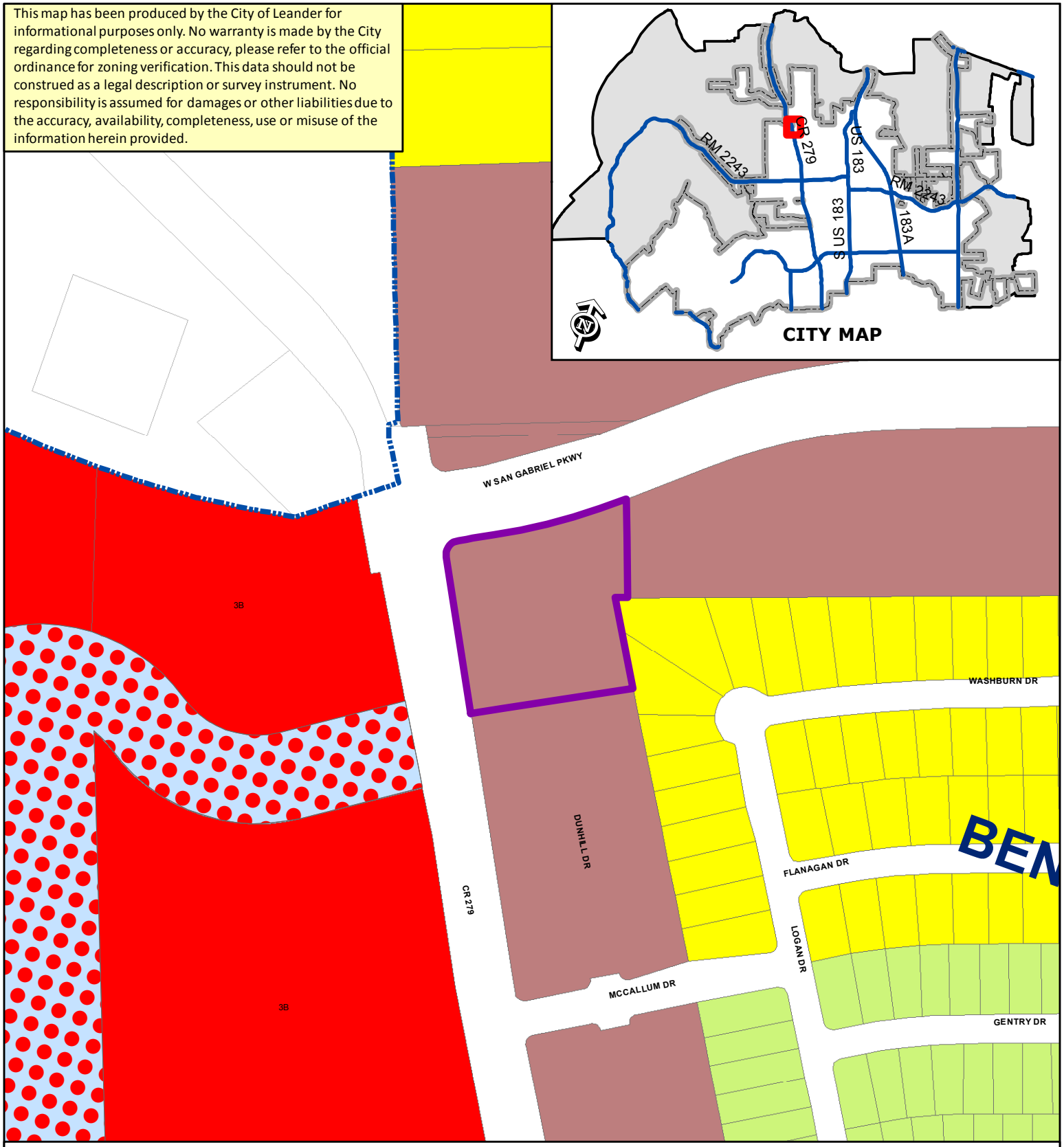
These centers serve a larger population and typically have service areas up to one mile and include up to 125,000 square feet of commercial space. Typical uses include community-serving commercial uses (grocery stores, restaurants and services), small professional offices, small-lot single-family, townhomes, duplexes, quadplexes, parks and public spaces. The target land use mix for Community Center is fifty (50%) percent residential and fifty (50%) non-residential.

The existing land use mix does not meet the target mix shown in the Comprehensive Plan. Currently, the predominant land use is community commercial/retail. The proposed zoning change does not change the existing land use mix since only the site component is proposed to change.

STAFF RECOMMENDATION:

Staff recommends approval of the requested LC-3-A district. The intent of the Type A architectural component is to provide for high quality developments and to be used for projects that are adjacent to established single-family neighborhoods or more restrictive areas. The Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition. In this situation, the properties across Bagdad are less restricted districts.

The requested zoning district meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

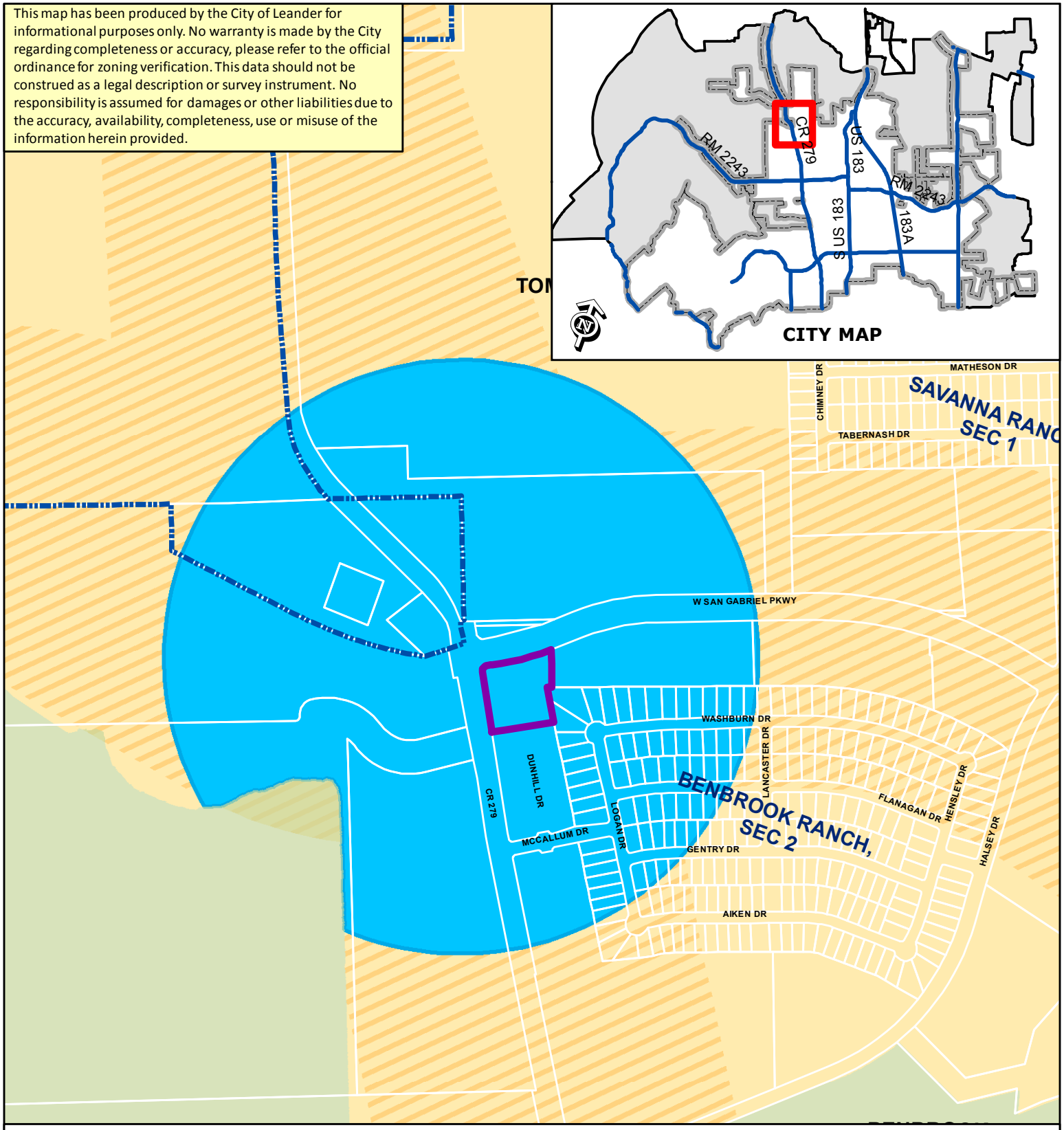


ZONING CASE 15-Z-020 Attachment #2 Current Zoning Map - Benbrook Ranch Comm

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

N

0 200
Feet

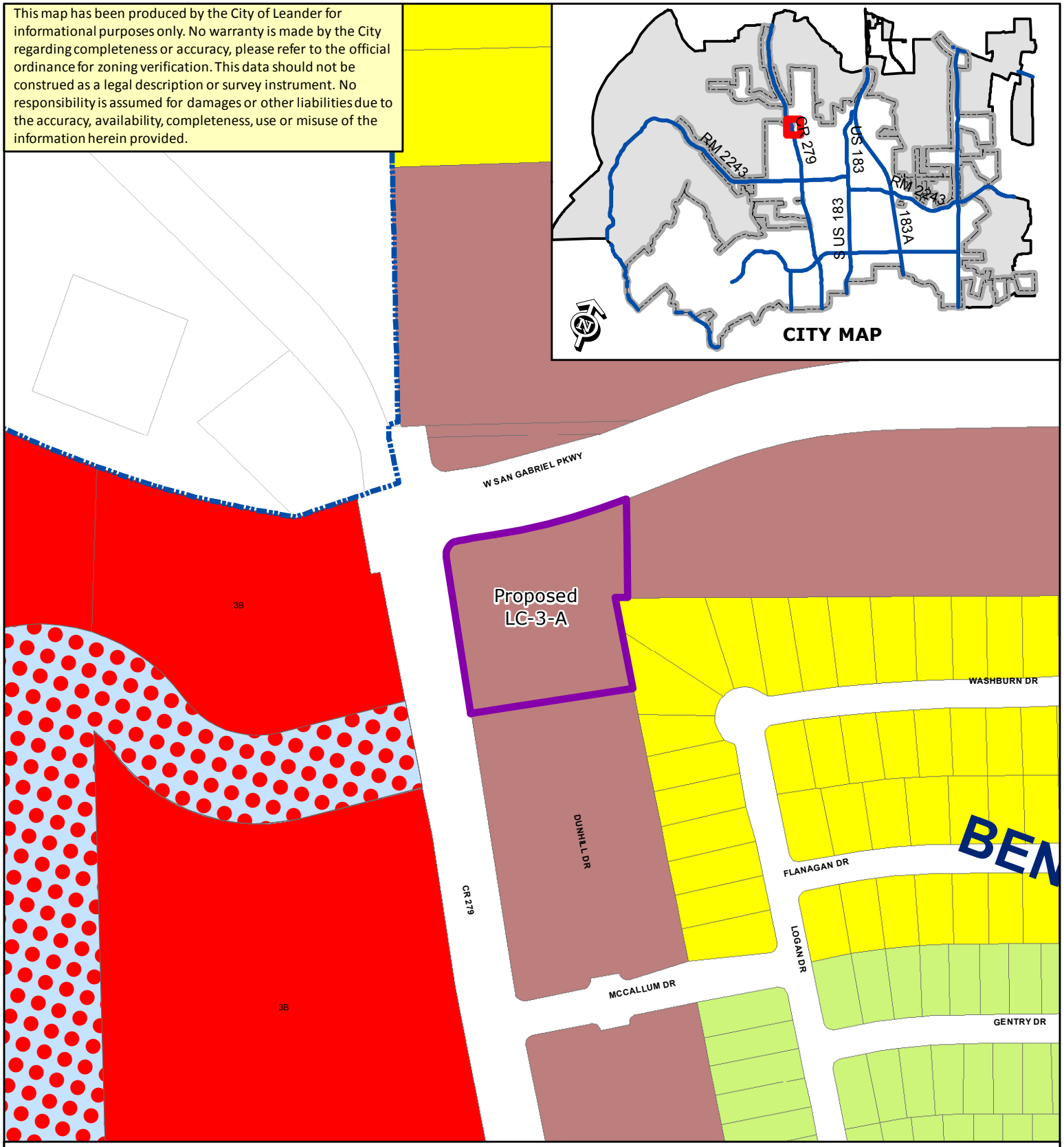


ZONING CASE 15-Z-020 Attachment #3 Future Land Use Map - Benbrook Ranch Comm

- Subject Property
- City Limits
- Open Space
- Mixed Use Corridor
- Commercial Corridor
- Neighborhood Center
- Community Center
- Activity Center
- Transit Supportive Mixed Use
- Station Area Mixed Use
- Old Town Mixed Use
- Employment Mixed Use
- Industrial District
- Neighborhood Residential

N

0 200
Feet

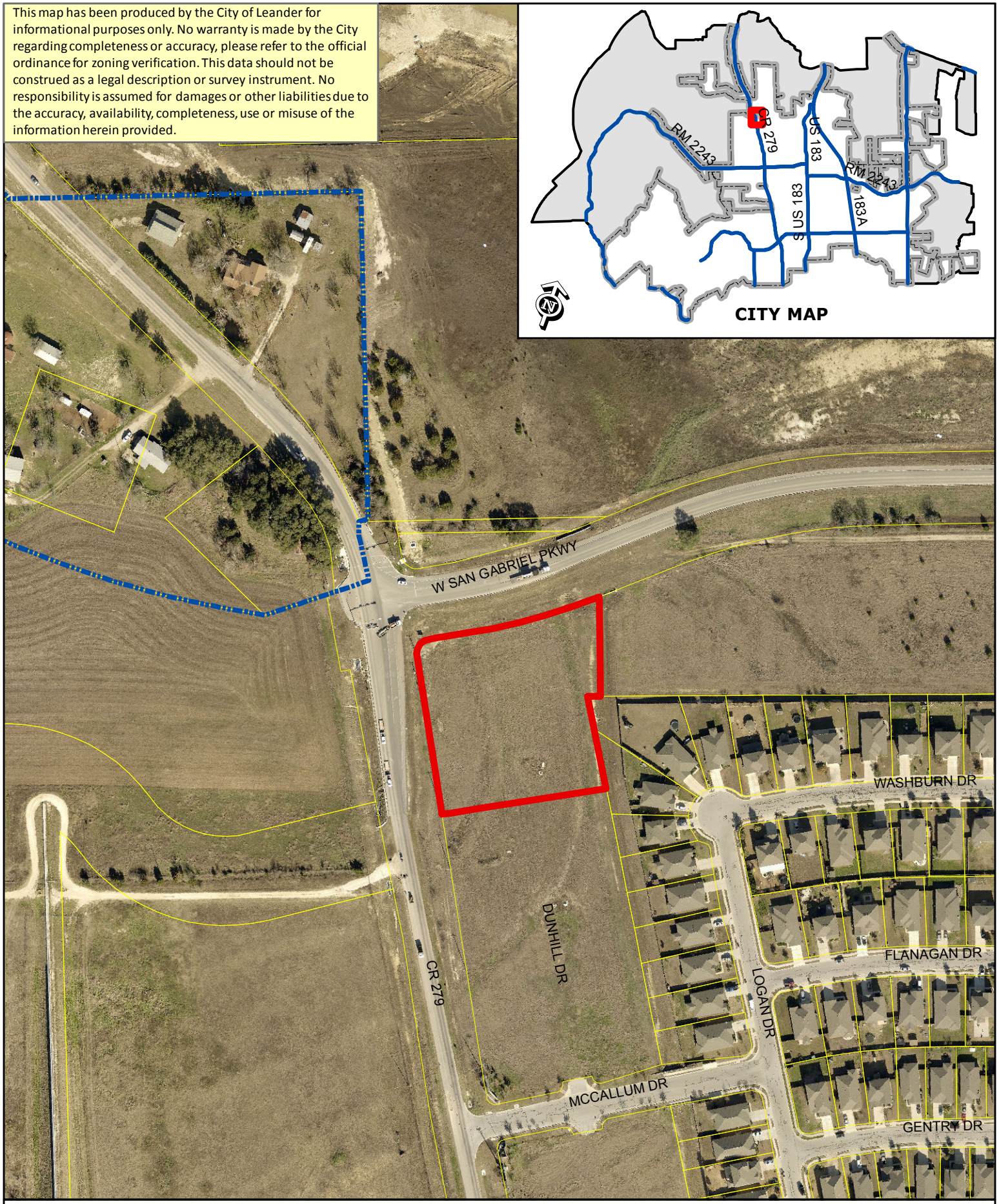


ZONING CASE 15-Z-020 Attachment #4 Proposed Zoning Map - Benbrook Ranch Comm

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

N

0 200
Feet

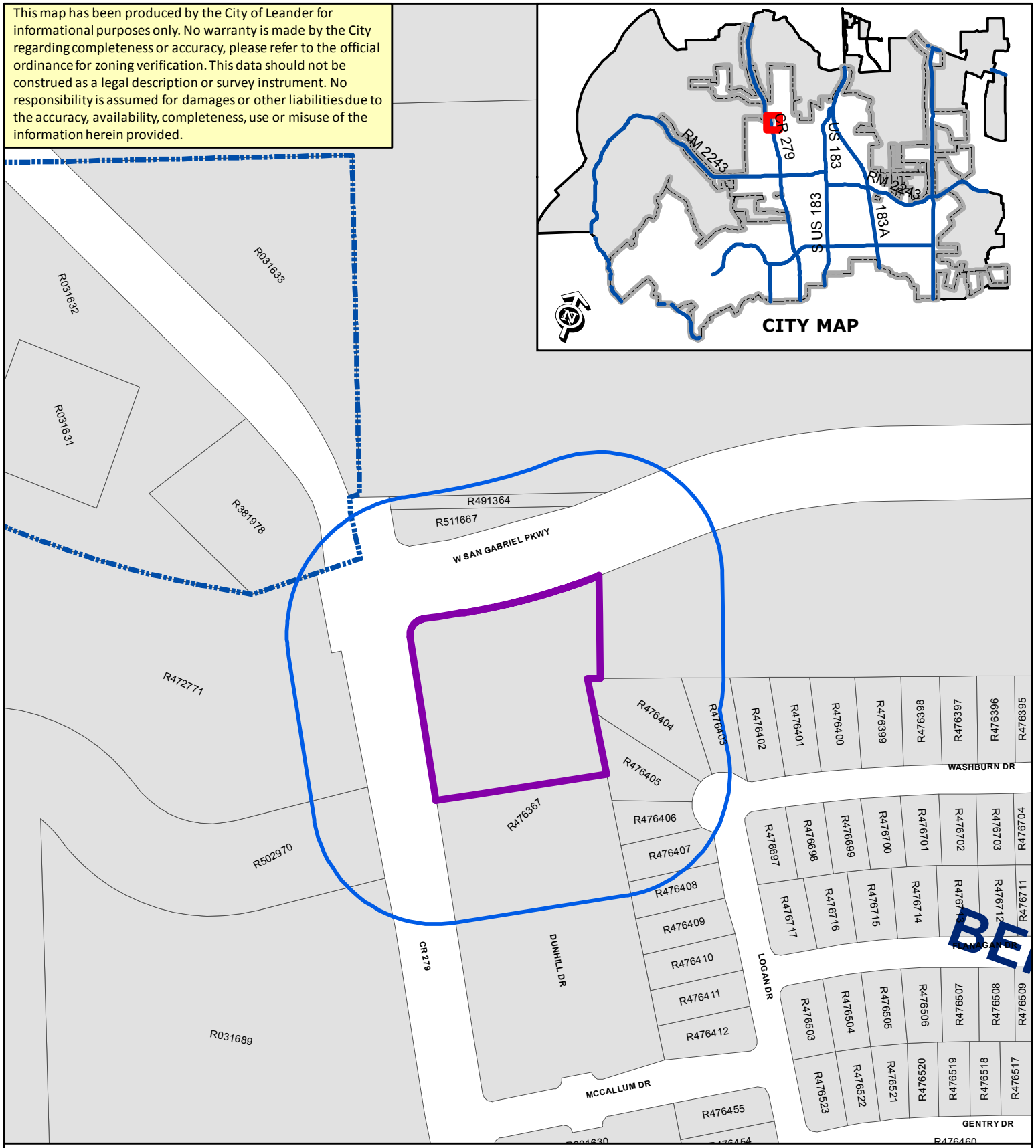


ZONING CASE 15-Z-020 Attachment #5

Aerial Exhibit - Approximate Boundaries
Benbrook Ranch Commercial

0 200
Feet

Subject Property
City Limits



ZONING CASE 15-Z-020

Attachment #6

Notification Map
Benbrook Commercial

Public Notification Boundary
Subject Property
City Limits
WCAD Parcels

N

0 200
Feet

ATTACHMENT 7

MALONE ★ WHEELER
SINCE INC. 1995

CIVIL ENGINEERING ★ DEVELOPMENT CONSULTING ★ PROJECT MANAGEMENT

9 September 2015

Ms. Robin Griffin, AICP
Senior Planner
City of Leander
104 North Brushy Street
Leander, Texas 78646

Re: Re-Zoning for 1.508 Acre Tract Out of Benbrook Ranch
Section Two. Located at the Southeast Corner of Bagdad Road
And San Gabriel Parkway, Leander, Texas
Malone/Wheeler, Inc. Project No. 13-027

Dear Ms. Griffin,

Malone/Wheeler, Inc. as agent for JSL Commercial Investments, LLC respectfully submits this Re-Zoning Application for the Subject Tract.

The tract is 1.508 acres out of a 19.734 acre tract owned by JSL Commercial Investments, LLC. The 19.734 acre tract is zoned, LC-2-B (local commercial) and has had that zoning since January 17, 2002 and July 5, 2007. This Re-Zoning Application is requesting that the zoning of this 1.508 acre tract be changed to LC-3-A (Local Commercial) for a convenience store with fuel sales. The tract is not within 300 feet of a church, public or private school or public hospital.

The future final plat and future site development permit application will meet the City of Leander Code of Ordinances including the Site Development and Composite Zoning Ordinances.

Access will need to be approved by the City of Leander off of Bagdad Road and San Gabriel Parkway.

The City of Leander will provide water and wastewater service. An existing 16" water line along the East right-of-way of Bagdad Road will provide domestic service and fire flow. An existing 8" gravity wastewater main to the East of the site will provide gravity wastewater service.

The tract's development will provide onsite detention and onsite water quality meeting the TCEQ Edwards Program Contributing Zone requirements.

The previous use of the tract was for agricultural uses including row crops and grazing pasture. The tract slopes from the intersection of Bagdad Road and San Gabriel Parkway to the East from elevation 1028 to 1022; a slope of 2%. There are no trees located on the tract and current vegetation is common Johnson Grass. The East line of the tract is along the center line of a trapezoidal drainage channel that was constructed with the San Gabriel Parkway improvements which continues South and ties into a trapezoidal channel constructed with the Benbrook Ranch Section Two Phase One

improvements. Both channels are contained in dedicated drainage easements. There are no natural waterways located on the tract. There are no existing structures located on the tract.

The tract size and shape will allow the convenience store and fueling island to be located away from the adjoining residential use. Access to the tract from Bagdad Road and the San Gabriel Parkway can be designed into the current improvements for Bagdad Road and the future improvements to San Gabriel Parkway.

Please let us know if you need any additional information regarding this request.

Sincerely,

Danny R. Martin, P.E., R.P.L.S.
Senior Project Manager
Malone/Wheeler, Inc.

STATE OF TEXAS
DANNY R. MARTIN
44960
LICENSED
PROFESSIONAL ENGINEER

Att

cc: John Lloyd, JSL Commercial Investments, LLC

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM LC-2-B (LOCAL COMMERCIAL) TO LC-3-A (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property." That certain parcels of land being 1.508 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", generally located to the southeast of the intersection of San Gabriel Pkwy and Bagdad Rd/CR 279, Williamson County, Texas; identified by Williamson County tax identification number R476367; more particularly described in instrument number 2014000042 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 LC-2-B (Local Commercial) to LC-2-A (Local Commercial) as shown in Exhibit "B".

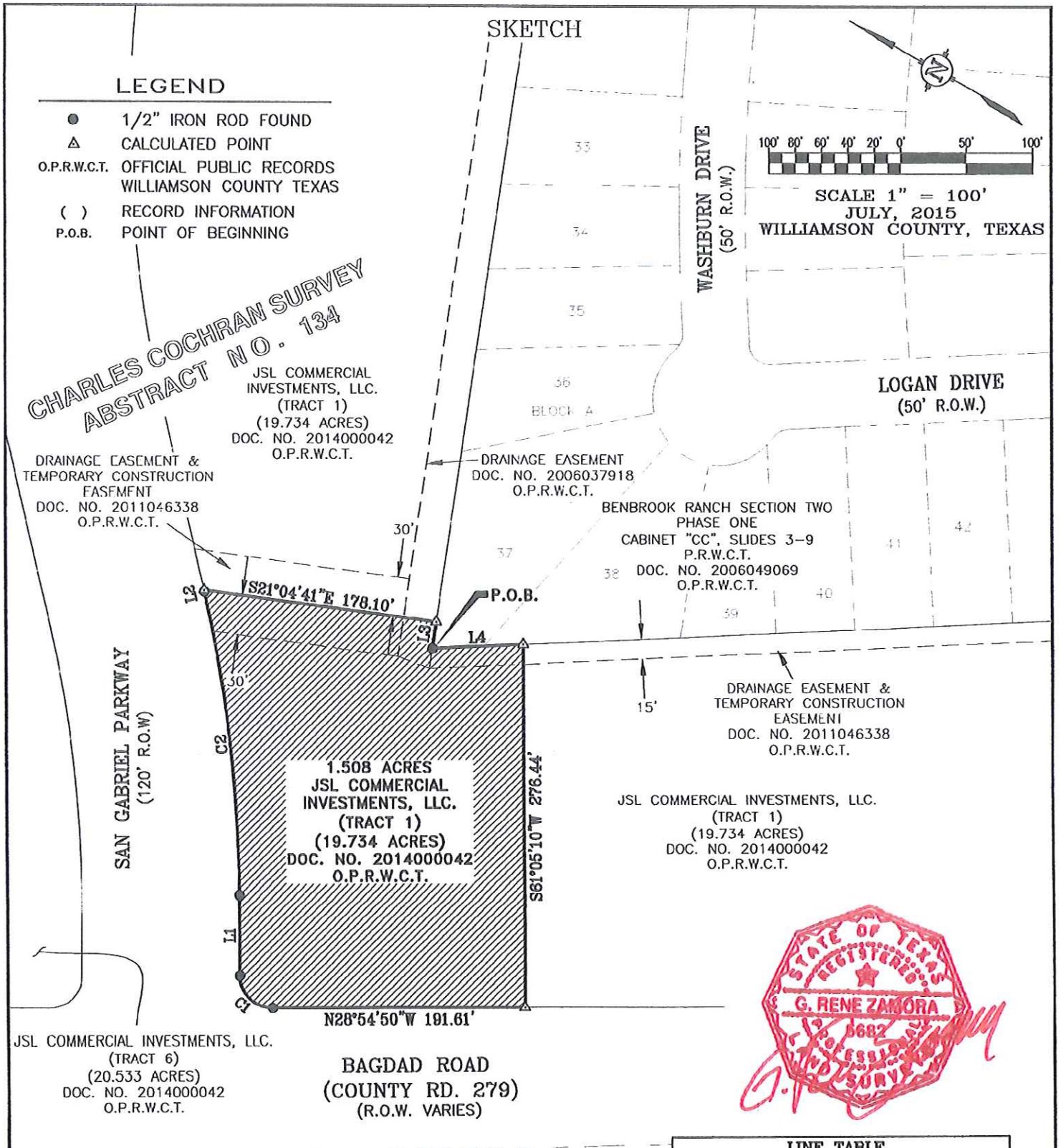
Section 5. Recording Zoning Change. The City Council directs the City Secretary to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 17th day of December, 2015.
FINALLY PASSED AND APPROVED on this the 7th day of January, 2016.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	39.27	25.00	90°00'00"	S16°04'58"W	35.36
C2	232.68	1060.00	12°34'37"	N54°47'39"E	232.21

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N61°04'58"E	60.86
L2	N48°30'20"E	1.16
L3	S69°39'28"W	20.31
L4	S31°24'14"E	68.97

SHEET 3 OF 3

LOCATIONS

ZWA

Zamora, LLC.
Professional Land Surveyors
Texas Firm No. 10062700
1435 South Loop 4 • Buda, Texas 78610
Tel: (512) 295-6201 • Fax: (512) 295-6091

PROJECT: 1.508 ACRE TRACT JSL COMMERCIAL INVESTMENTS
JOB NUMBER: 13-1017-10
DATE: JULY, 2015
SCALE: 1" = 100'
SURVEYOR: ZAMORA
TECHNICIAN: SEGURA
DRAWING: 13-1017-10 2.0 ocra.DWG
FIELDNOTES:
PARTYCHIEF:
FIELDBOOKS:

1.508 ACRE TRACT OF LAND
SITUATED IN THE
CHARLES COCHRAN SURVEY NO. 134
WILLIAMSON COUNTY, TEXAS.

11. Zoning & Subdivision Cases 15-Z-012, 15-CP-003, & 15-PP-007: Hold a public hearing and consider action on the rezoning and approval of the Bar W Commercial Concept Plan, Preliminary Plat, and PUD zoning for 49.737 acres, more or less, generally located to the southeast of the intersection of Ronald W Reagan Blvd and SH 29; WCAD Parcels R534768, R491376, R344166, R484168, R534750, and R328209. Currently, the property is zoned Interim Single-Family Rural (SFR-1-B). The applicant is proposing to zone the property to Planned Unit Development (PUD) with a base zoning district of GC-3-C (General Commercial), Leander, Williamson County, Texas. Applicant: David Armbrust (Armbrust & Brown, PLLC) on behalf of Howard Barkley Wedemeyer and RR 29 Retail, LTD.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval of the PUD (Planned Unit Development) with a base zoning district of GC-3-C (General Commercial).

b) Applicant Presentation

David Armbrust, 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.

f) Consider Action

Commissioner Schwendenmann moved to approve with staff recommendation of PUD (Planned Unit Development) with a base zoning district of GC-3-C (General Commercial). Commissioner Anderson seconded the motion. Motion passed 5 to 1 with Commissioner Hines opposing.

Commissioner Hines opposed the request because he did not completely understand the PUD regulations and the enforcement of the landscape provisions.

12. Zoning Case 15-Z-020: Hold a public hearing and consider action on the rezoning of a parcel of land generally located to the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR 279; 1.508 acres more or less; WCAD Parcel R476367. Currently, the property is zoned LC-2-B (Local Commercial). The applicant is proposing to zone the property to LC-3-A, Leander, Williamson County, Texas. Applicant: Danny Martin on behalf of JSL Commercial Investments, LLC.

a) Staff Presentation

Martin Siwek, Planner, stated that staff reviewed the request and recommends approval of the requested LC-3-A (Local Commercial).

b) Applicant Presentation

Danny Martin 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.

f) Consider Action

Commissioner Schwendenmann moved to deny the zoning request. There was no second.

Vice Chair Allen moved to approve the zoning request of LC-3-A (Local Commercial). Commissioner Cotten seconded the motion. Motion passed 4 to 2 with Commissioner Schwendenmann and Commissioner Hines opposing.

Commissioner Schwendenmann opposed the request because there was no change in the request from the first submittal.

Commissioner Hines opposed the request because fuel pumps were too close to the residential development.

13. Zoning Case 15-Z-023: Hold a public hearing and consider action on the rezoning of a lot located at 600 Municipal Drive; legally described as Lot 4, Block A, Leander Heights Section 2 Subdivision; 2.62 acres more or less; WCAD Parcel R036439. Currently, the property is zoned SFU/MH-2-B (Single-Family Urban / Manufactured Home). The applicant is proposing to zone the property to Planned Unit Development (PUD) with a base zoning district of MF-2-A (Multi-Family), Leander, Williamson County, Texas. Applicant: David Smith on behalf of Municipal Texas Investment Group, LLC.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval of the PUD (Planned Unit Development) with a base zoning district of MF-2-A (Multi-Family) and the condition that a building rendering is provided.

b) Applicant Presentation

David Smith, applicant, was present for questions.

c) Open Public Hearing

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

d) Close Public Hearing

Chairman Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

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

1. **Lighting shall be provided in common areas.**
2. **A six (6') foot wide concrete sidewalk shall be constructed connecting Lion Drive and Municipal Drive.**
3. **The Type A Architectural Component is modified to limit the amount of stucco that qualifies as masonry to 35%.**

Commissioner Cotten seconded the motion. Motion passed unanimously.

Executive Summary

December 17, 2015

Agenda Subject: Zoning Case 15-Z-023: Hold a public hearing and consider action on the rezoning of a lot located at 600 Municipal Drive; legally described as Lot 4, Block A, Leander Heights Section 2 Subdivision; 2.62 acres more or less; WCAD Parcel R036439. Currently, the property is zoned SFU/MH-2-B (Single-Family Urban / Manufactured Home). The applicant is proposing to zone the property to Planned Unit Development (PUD) 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: David Smith on behalf of Municipal Texas Investment Group, LLC.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended to approve of staff recommendation with the following conditions at the December 10, 2015 meeting:

1. Lighting shall be provided in common areas.
2. A six (6') foot wide concrete sidewalk shall be constructed connecting Lion Drive and Municipal Drive.
3. The Type A Architectural Component is modified to limit the amount of stucco that qualifies as masonry to 35%.

Attachments:

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

AGENDA ITEM # 13

9. Minutes-Planning & Zoning Commission December 10, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager 12/11/2015

PLANNING ANALYSIS

ZONING CASE 15-Z-023
MUNICIPAL TOWNHOMES PUD

GENERAL INFORMATION

Owner: Municipal Texas Investment Group, LLC.

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

Proposed Zoning: PUD (Planned Unit Development) with a base district of MF-2-A (Multi-Family)

Size and Location: The property is generally located at 600 Municipal Drive and is approximately 2.62 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	Camacho Elementary School
EAST	SFU/MH-2-B	Existing Manufactured Home
SOUTH	TF-2-B	Existing Manufactured Home
WEST	TF-2-B	Existing Manufactured Home

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

PUD – PLANNED UNIT DEVELOPMENT:

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

MF – MULTI-FAMILY:

Features: Apartments (25 un./ac. if Type A; 18 un./ac. if Type B)

Intent: Development of multi-family dwelling structures. Such components are generally intended to serve as a buffer between single-family neighborhoods and more intensive uses such as commercial uses or arterial roadways. Such components are also intended to create more variety in housing opportunities and in the fabric of the community but are intended to be utilized in small areas to avoid large tracts devoted to strictly multi-family residential development. The goal is to avoid more than twenty-five (25) acres of contiguous land having a Multi-Family component. Access should be provided by a collector or higher classification street.

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 A:

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

Intent:

(1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.

(2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.

(3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.

(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.

(5) This component may be utilized for any high profile development, for any property in a prominent location or at an important gateway to the community.

(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR, SFE, SFS, SFU and SFC components.

COMPREHENSIVE PLAN STATEMENTS:

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

- Create strong neighborhoods with a variety of housing choices.
- Encourage a range of housing types at a variety of price points.
- Neighborhood Residential is intended to accommodate a variety of housing types. The density and mix of housing types is dependent on a number of suitability factors including environmental constraints (such as steep topography and floodplain), the availability of sewer infrastructure, proximity to neighborhood and community centers, existing and planned parks and recreation sites, schools, and the road network.

ANALYSIS:

The applicant is requesting to rezone the property to the Municipal Townhome PUD (Planned Unit Development) in order to allow for condominium regime development of townhomes. The property to the north is developed as the Camacho Elementary School. The properties to the west, east, and south are all developed as manufactured homes.

The applicant is proposing the base zoning district of MF-2-A (Multi-Family) in order to permit the condominium style development. The PUD restricts the uses to attached townhomes with no more than eight units per building. This requirement complies with the Composite Zoning Ordinance requirements for the SFT use component. The proposed project will limit the density to 34 units and require alley loaded product.

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

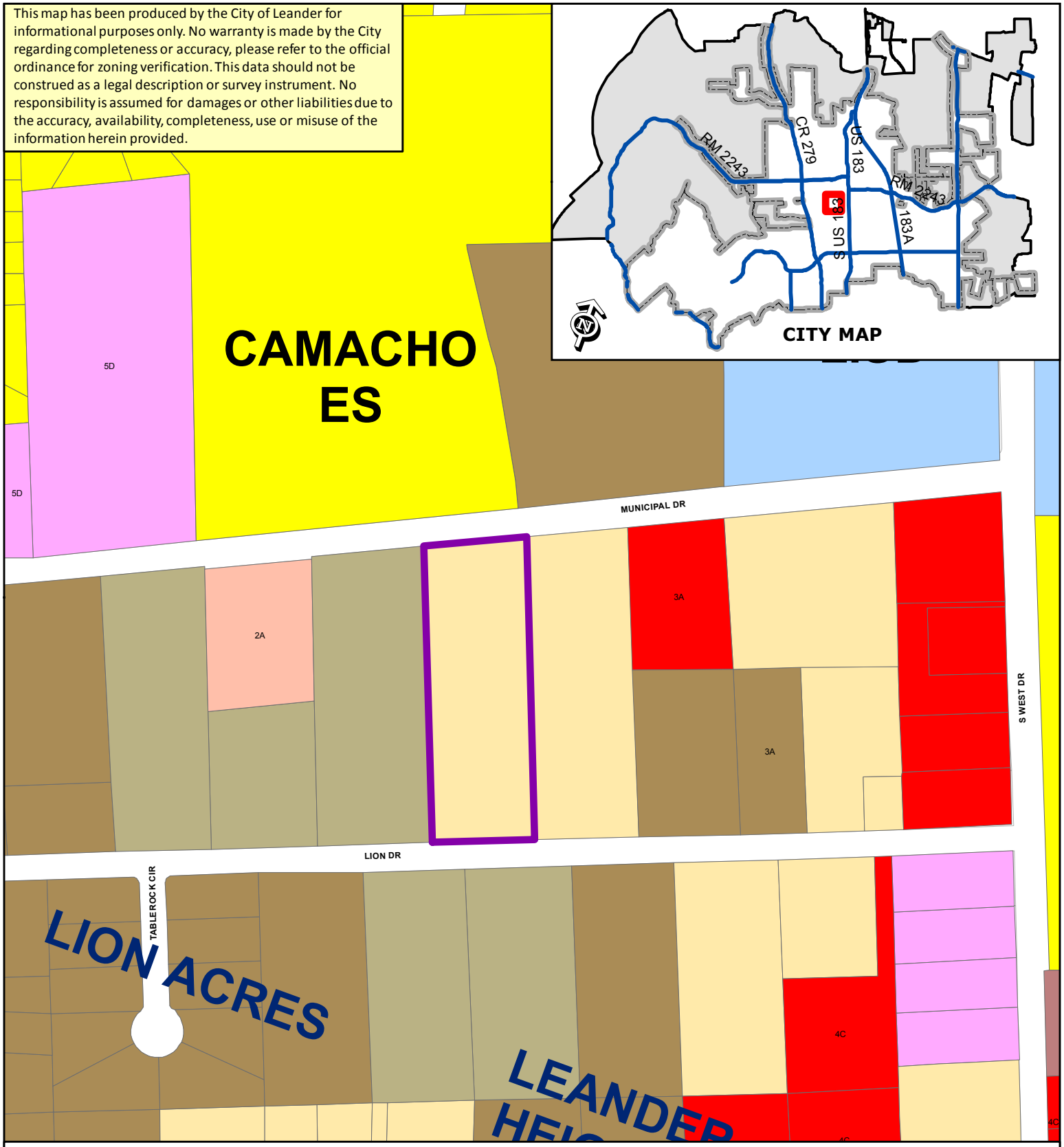
This application includes the following higher standards and waivers.

HIGHER STANDARDS	WAIVERS
COMPOSITE ZONING ORDINANCE	
Limit density to 34 units	Allows for condominium regime development
Requires alley loaded product	Reduced side paving setbacks
Provide a trail system connecting Lion Drive to Municipal Drive	-
Provides landscaping in the perimeter side setbacks and the street setbacks	Permits the single-family requirements for landscaping
Limits fencing to wrought iron/decorative tubular metal along the perimeter and 3' picket fencing on the interior	-

The Comprehensive Plan designates this property as Neighborhood Residential. The intent is to accommodate a variety of housing types. The proposed zoning district will provide for a higher density of housing and a new housing type in the area.

STAFF RECOMMENDATION:

Staff recommends approval of the requested PUD with the condition that a building rendering is submitted for review. The proposed PUD will allow for the development of a condo regime project that will limit the overall density while maintaining high form standards. The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.



ZONING CASE 15-Z-023 Attachment #2 Current Zoning Map - Municipal Townhomes PUD

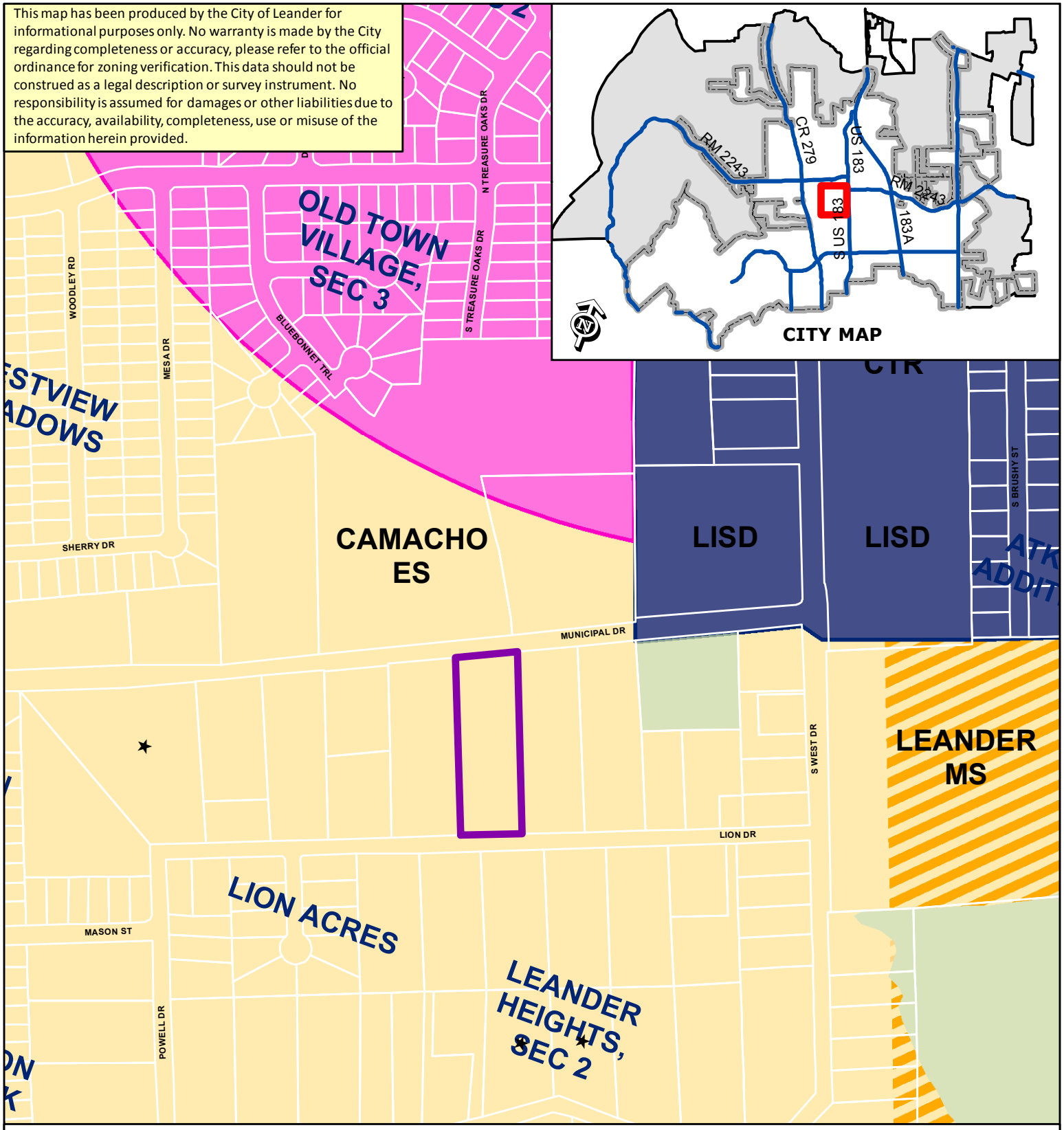
- Subject Property
- City Limits
- Future Annexation Per DA
- Involuntary Annexation
- Voluntary Annexation

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

N

0 200

Feet

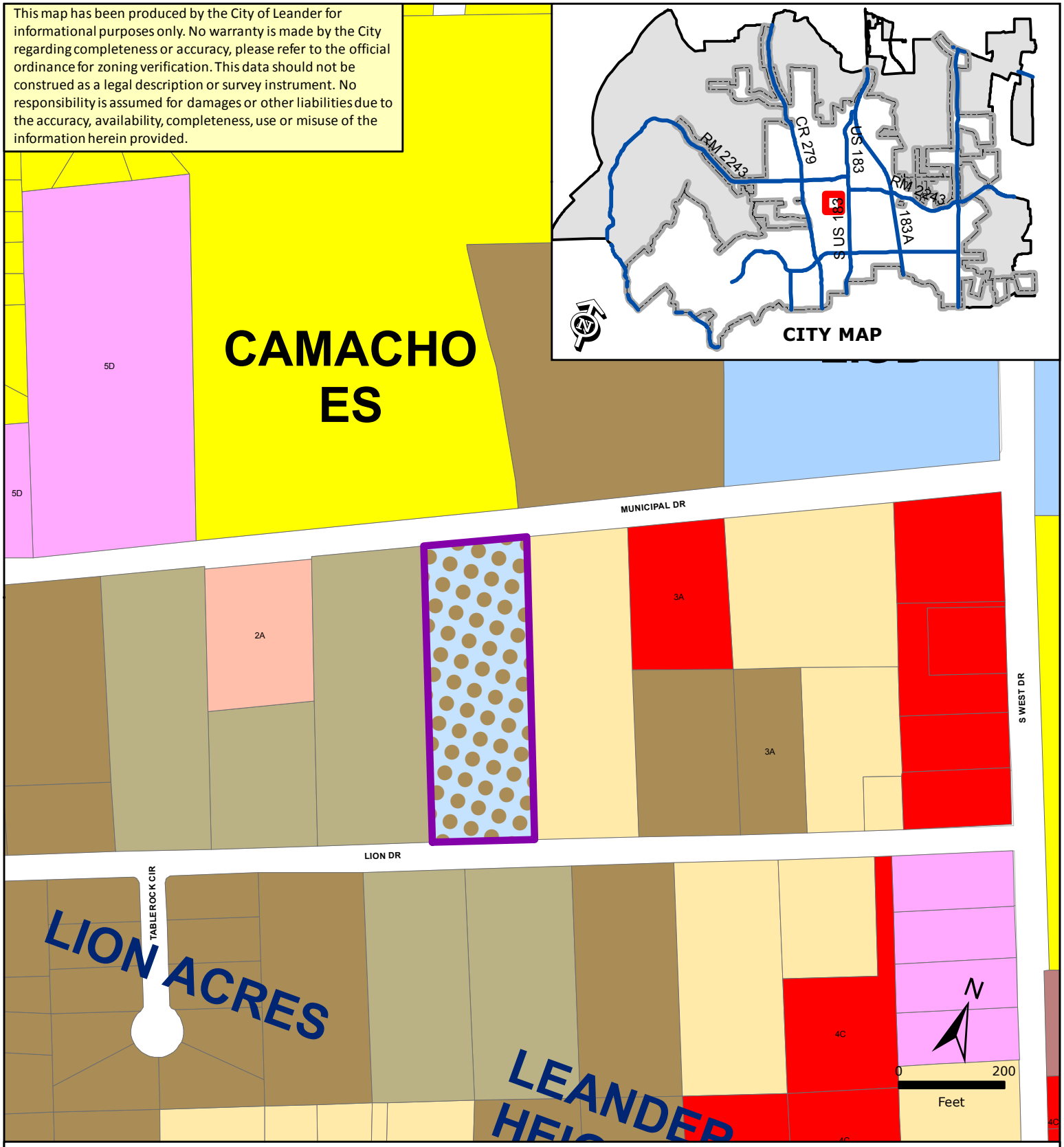


ZONING CASE 15-Z-023 Attachment #3 Future Land Use Map - Municipal TH PUD

- Subject Property
- City Limits
- Open Space
- Mixed Use Corridor
- Commercial Corridor
- Neighborhood Center
- Community Center
- Activity Center
- Transit Supportive Mixed Use
- Station Area Mixed Use
- Old Town Mixed Use
- Employment Mixed Use
- Industrial District
- Neighborhood Residential

N

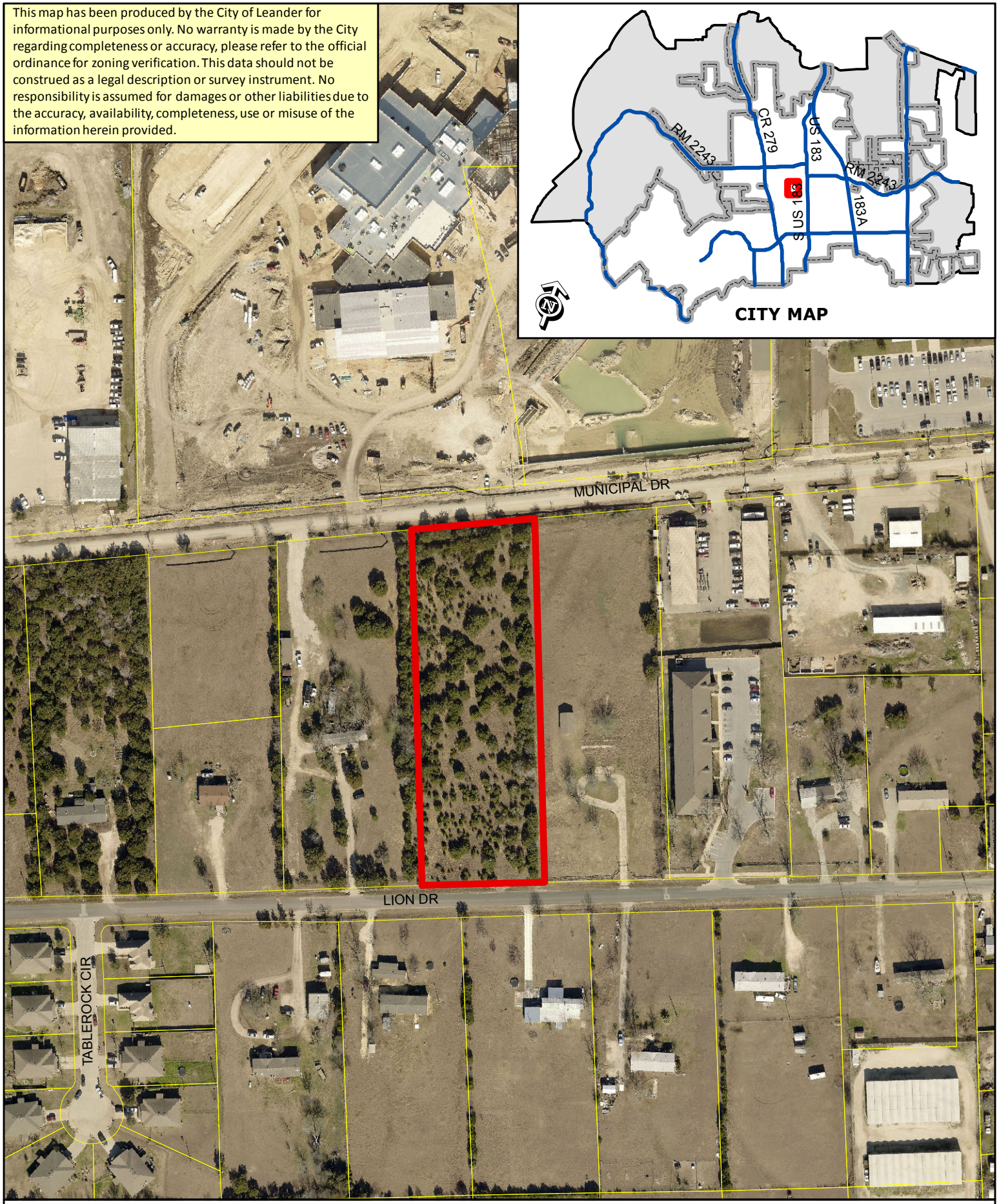
0 200
Feet



ZONING CASE 15-Z-023 Attachment #4 Proposed Zoning Map - Municipal Townhomes PUD

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

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



ZONING CASE 15-Z-023 Attachment #5

Aerial Exhibit - Approximate Boundaries
Municipal Townhomes PUD

0 200
Feet

Subject Property
City Limits

EXHIBIT A
Municipal Drive Townhomes – PUD

A. Purpose and Intent

The Municipal Townhomes PUD is comprised of 2.62 acres, as described in Exhibit C (Field Notes). The development of this property is a planned townhome 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 this exhibit, titled Exhibit A. For the purpose of establishing development standards for the PUD, the MF-2-A (Multi-Family) district has been selected.

C. Conceptual Site Layout and Land Use Plan

Exhibit B attached is a conceptual site layout and land use plan intended to visually convey the design intent for the Municipal Townhomes community. The design of the community is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

D. Allowable Use

1. The use shall be attached single-family townhome residential development.
2. The unit size shall be a minimum of 900 square feet per attached unit. Patios (covered or uncovered) and decks are not included in this dimension.
3. The maximum unit count shall be limited to 34 units.
4. A maximum of eight attached units shall be permitted per building.

E. Building Envelope Design Standards

The Municipal Townhomes development will comply with the Development Standards set forth in the Table below for a condo regime site plan on private drives.

	Building Setbacks	**Paving Setbacks**
Unit Width (minimum unit width)	20 ft.	-
Front Setback (from public streets)	25 ft.	20 ft.
Front Setback (when front of the building faces another building)	15 ft.	-
Perimeter Setback (minimum)	25 ft.	5 ft.
Building Separation (minimum)	10 ft.*	-

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

F. Private Drives

1. Minimum centerline radius for private drives is 37.5 feet along tangent sections. Private drives will have a 20 or 25 foot wide pavement width measured from face of curb to face of curb (unless the Fire Department has additional requirements) with 18 to 24 inch curb and gutter (which may also include mountable curb or stand up curb). Alley intersections will have a minimum of 25 foot inside radii.
2. This PUD does not waive any Fire Code requirements. The drive width is required to be 26 feet wide where a fire hydrant is located (30 foot bump-outs is permitted; no parking allowed). Fire hydrants are required to be within 100 feet of an FDC (fire department connection) of each sprinklered building. FDC's are required on each building or remotely located on the site along the 26 foot drive (bump-out).
3. Exhibit C, the Conceptual Site Plan, includes a cross section of the private drives.

G. Architectural Criteria

All townhomes shall comply with Article VII Architectural Components and Article VIII Architectural Standards, Type A of the Composite Zoning Ordinance unless modified herein.

H. Garage and Parking Requirements

1. All garages associated with townhomes shall comply with Article VIII Architectural Standards of the Composite Zoning Ordinance unless modified herein.
2. Units will have single car garages with driveways that accommodate two other cars or three spaces per unit.
3. All garages shall be rear entry.

I. Lighting

Street lighting is required at drive intersections with public streets. Street lighting is optional in the interior of the project.

J. Sidewalks

Sidewalks are not required in the interior of the project, but walkways are provided in the courtyard area and a pedestrian connection (which may be concrete or crushed granite) will be placed along the west property boundary connecting Lion and Municipal Drives.

K. Landscape and Fencing

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. The intent for this development is to provide an attractively landscaped vista. Each unit will install two 2 inch caliper trees and six shrubs during the construction of each residential unit. Perimeter landscaping and screening will comply with the ordinance.
3. Perimeter fencing shall be limited to wrought iron or decorative tubular metal.
4. Picket fencing may be permitted in the common space as long as the fencing does not exceed three feet in height and the pickets are spaced a minimum of 3 inches apart. A

15 foot wide open space shall be provided along the center of the common open space.

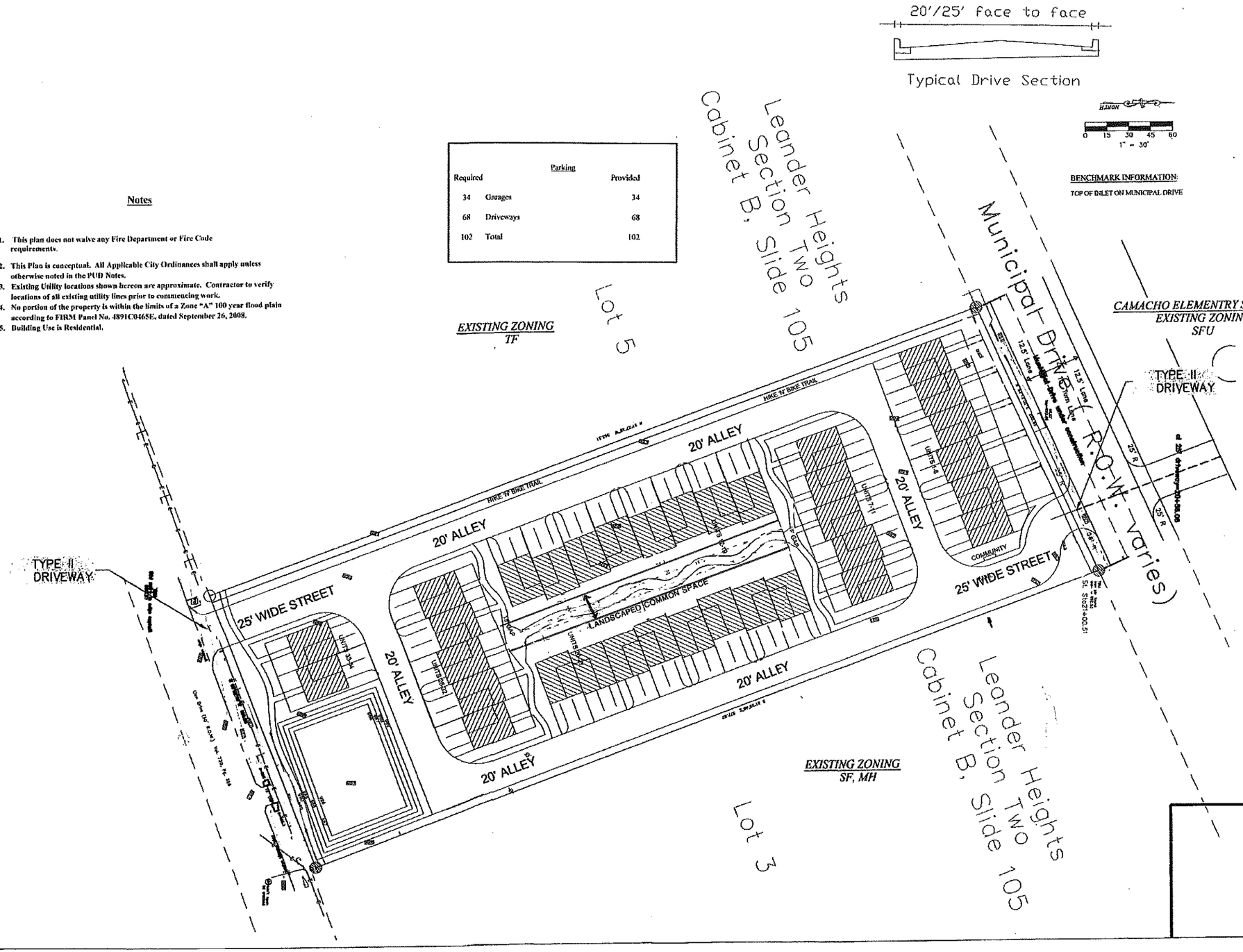
5. Street trees and shrubs shall be planted in the front setbacks adjacent to Lion Drive and Municipal Drive at a ratio of 2 – 2 caliper inch trees and 4 shrubs per every 600 square feet.
6. Side setbacks along the west and east side of the property shall include shrubs planted at a ratio of 4 shrubs per every 600 square feet.

Notes

1. This plan does not waive any Fire Department or Fire Code requirements.
2. This Plan is conceptual. All Applicable City Ordinances shall apply unless otherwise noted in the PUD Notes.
3. Existing Utility locations shown hereon are approximate. Contractor to verify locations of all existing utility lines prior to commencing work.
4. No portion of the property is within the limits of a Zone "A" 100 year flood plain according to FIRM Panel No. 48491C0465E, dated September 26, 2008.
5. Building Use is Residential.

Parking

Required		Provided
34	Garages	34
68	Driveways	68
102	Total	102



David T. Smith, P.E.
3937 RANCH ROAD 620 SOUTH
AUSTIN, TEXAS 78738
PHONE: (512) 263-8144

STATE OF TEXAS
DAVID THOMAS SMITH
87583
LICENSED
PROFESSIONAL ENGINEER

600 MUNICIPAL TOWNHOUSES
600 MUNICIPAL DRIVE
LEANDER, TEXAS

EXHIBIT B
CONCEPTUAL SITE LAYOUT
AND LAND USE PLAN

REVISIONS

DATE
REVISION NO. △

JOB NO.
DATE 2015
DESIGN STAFF
DRAWN STAFF
CHECK DTS
FIELDBOOK
FILE NAME n/a

SHEET NO. C.4.0

OF 1 SHEETS

EXHIBIT C

Municipal Drive Townhouses

Legal Description

Legal Description: Lot 4, Block A of Leander Heights Section Two Subdivision in the E.D. Harmon Survey, A-6 in Williamson County, Texas, recorded in Cabinet B, Slide 105, Official Public Records of Williamson County, Texas.

Field Notes of 2.62 acres, more or less, out of the E.D. Harmon Survey, A-6 in Williamson County, Texas recorded in Cabinet B, Slide 105, Official Public Records of Williamson County, Texas.

Beginning at iron rod in the north line of said 2.62 acre tract at the intersection of the east line with the south right of way of Municipal drive for the northeast corner of the Tract;

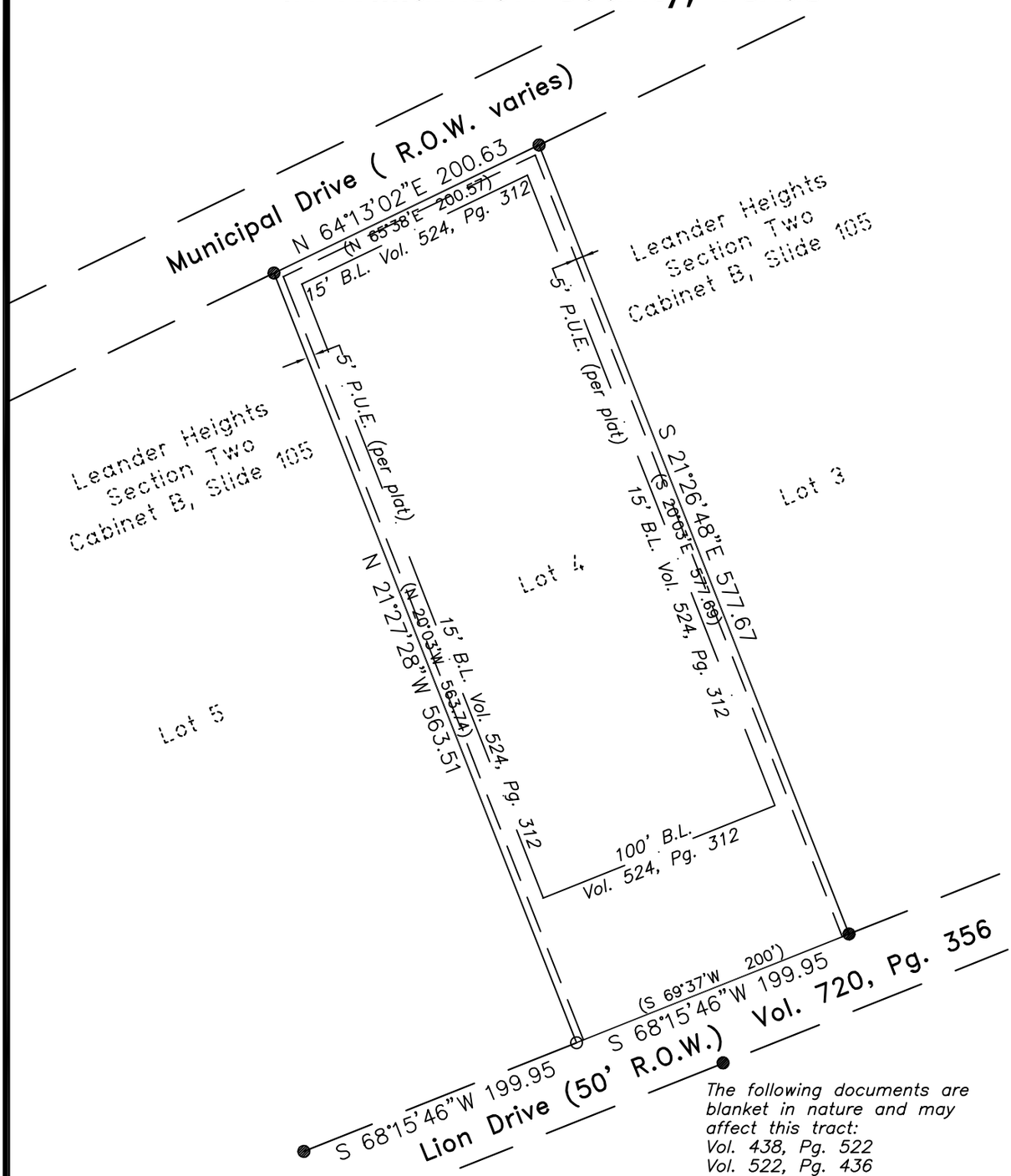
Thence S 21° 26’48” E along the east line a distance 577.67 feet to an iron rod at the intersection of the north right of way of Lion Drive;

Thence S 69° 37’ W along the south line a distance of 200 feet;

Thence along the west line N 21°27’ 28” W a distance 563.51 feet to an iron rod in the south right of way of Municipal Drive;

Thence N 64° 13’02” E a distance 200.63 feet to the point of beginning.

Survey plat showing Lot 4, Block A of Leander Heights Section Two in the E. D. Harmon Survey, A-6, in Williamson County, Texas



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Vol. 438, Pg. 522
Vol. 522, Pg. 436

The following easement can't be located due to poor descriptions: affect this tract:
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Vol. 291, Pg. 528

SCALE 1" = 100'
bearing basis grid North

LEGEND

- o Iron pin set
- o Iron pin found
- (xx) Record call
- W.C.P.R. Williamson Co. Plat Records
- W.C.D.R. Williamson Co. Deed Records
- B.L. Building line
- P.U.E. Public utility easement
- D.E. Drainage easement

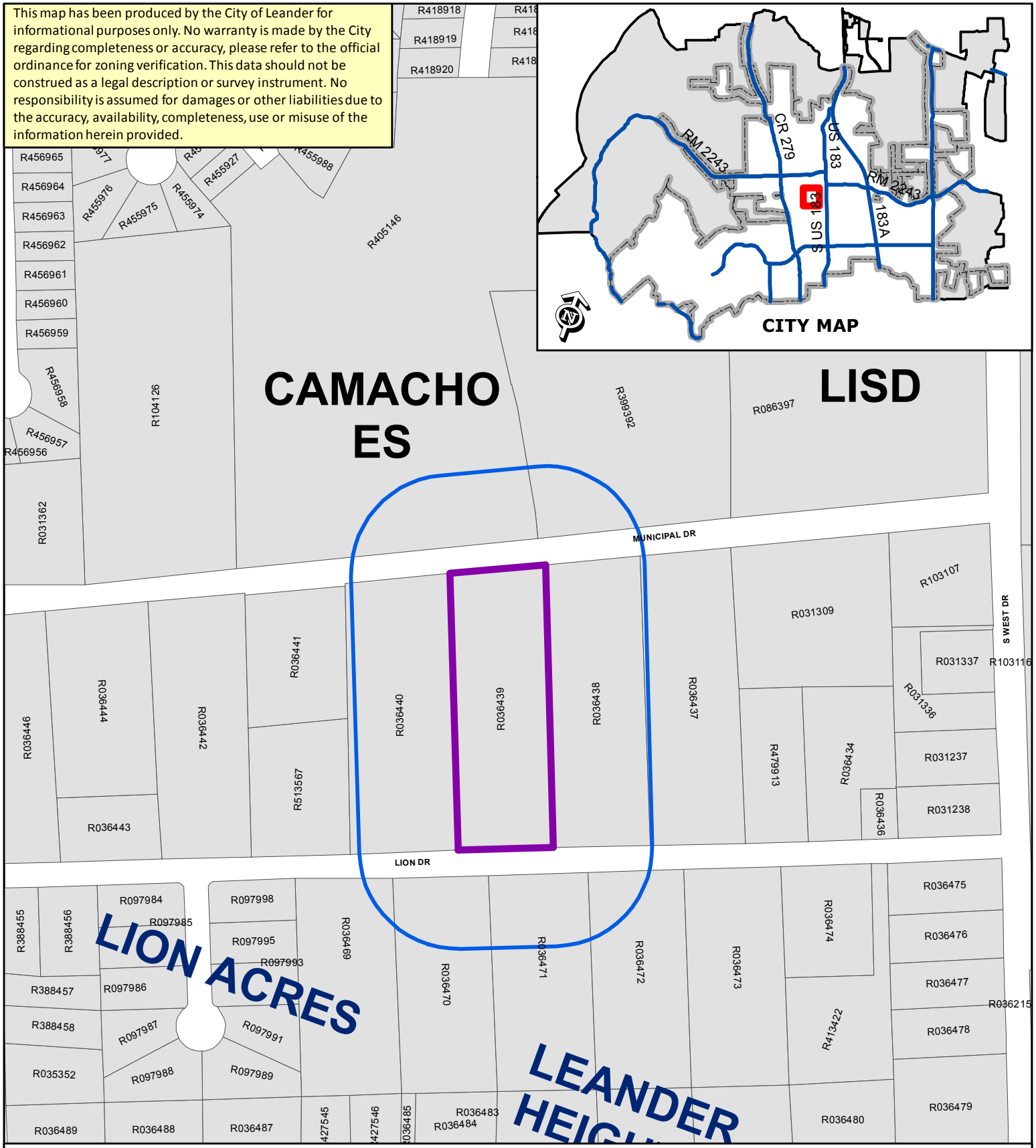
I, Claude F. Hinkle, Jr., a Registered Professional Land Surveyor, do hereby certify that this plat accurately represents the results of an on-the-ground survey made under my supervision during July of 2015 and is correct to the best of my knowledge and belief. Except as shown hereon, there are no visible easements, protrusions, encroachments, descrepancies, nor shortages in area or boundary.
The word "certify" as used herein is understood to be an expression of professional opinion by this surveyor and is based on his knowledge and belief. This survey is to be used with GF #1518199-CPK only. Any use by these or any other parties for any other purpose or transaction is expressly prohibited.

STATE OF TEXAS
REGISTERED
CLAUDE F. HINKLE JR.
4629
PROFESSIONAL
LAND SURVEYOR

File No.: 1966	Designed By: skip
Job No.: 1966-396	Drawn By: skip
Date: July 2015	Checked By:
Scale: 1"= 100'	Revised:

AUSTIN SURVEYORS
2105 Justin Lane #103
Austin, Texas 78757
512-454-6605
TxFirm #10174000

© Austin Surveyors 2015



ZONING CASE 15-Z-023

Attachment #7

Notification Map
Municipal Tomehomes PUD

Subject Property
Public Notification Boundary
City Limits
WCAD Parcels

N

0 200
Feet

ATTACHMENT 8

David T. Smith, P.E.
703 Timber Trail • Cedar Park, Texas • 78613 • Telephone (512) 997-5424 • E mail dtsmith@msn.com • TBPE Firm No. F-3196

November 25, 2015

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

RE: 600 Municipal Drive Townhouse
Letter of Intent, PUD Zoning Change Request
SFT-1-A PUD

Dear Mayor, Council, and Commissioners,

The owners of the proposed 600 municipal Drive property are proposing a PUD for the proposed townhouse development they wish to construct on this site. The proposal is consistent with the City's Future Land use Plan for residential use and the SFT Zoning Category to provide "infill opportunities in appropriate areas under transition". Nearby properties include an office warehouse project and apartments.

The existing site is a flat piece of property with moderate cover of cedar trees and no existing trees that would be protected under city regulations were noted during the survey of the tract. There are no existing structures, drainage or topographic features on the site.

The school playground immediately to the north at Camacho Elementary School meets the recreational open space requirement.

The PUD is being requested to utilize a small private driveways in lieu of a 36' paved street section that is too large for a small infill project (34 units total) and would invite cut through traffic from the school and Municipal drive leading to residential neighborhoods that are not appropriate for through traffic. Due to the small size of the property and project, we are proposing a 25 foot Entry Drives off Municipal and Lion Drives (face of curb to face of curb) and a series of interconnected 20' alleys with rear entry garages. Most of the units (except 8 that face existing streets) face a central courtyard with walkways and landscaping. The entry drive on Municipal Drive is aligned with the exit drive from the school as require by City Codes and weaves through the property to discourage cut thru traffic and speeding.
The PUD is proposing 3 parking spaces per unit as required by the SFT Section of the Composite Ordinance.

The project is intended to meet the need for modestly priced housing that is lacking in the City at this time and to provide an infill development that appropriately buffers commercial and multifamily development from older, large lot homes to the south and west. The masonry requirement is 85% - Type A Ordinance Requirement. Two 2" trees and six shrubs will be planted for each unit as part of the total site landscaping

The project will be landscaped and screened along the two street frontages and each unit will have landscaping. A hike and bike trails will be constructed along the west boundary to provide recreational opportunities to residents and connectivity between the existing streets. The detention pond area will be fenced and utilized as a dog park space for residents who have pets.

Please feel free to call if you have any additional questions or need any additional information.

Sincerely,

David T. Smith, P.E.

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM SFU/MH-2-B (SINGLE-FAMILY URBAN) TO PUD (PLANNED UNIT DEVELOPMENT) WITH A BASE ZONING DISTRICT OF MF-2-A (MULTI-FAMILY); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property:" That certain parcel of land being 2.62 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "C", located at 600 Municipal Drive; legally described as Lot 4, Block A of the Leander Heights, Section 2 Subdivision; more particularly described in Instrument Number 2015070916 Official Public Records of Williamson County, Texas, and identified by tax identification number R036439.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFU/MH-2-B (Single-Family Urban/Manufactured Home) to PUD (Planned Unit Development) with a base zoning district of MF-2-A (Multi-Family) known as the Municipal Townhome 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 17th day of December, 2015.
FINALLY PASSED AND APPROVED on this the 7th day of January, 2016.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary

EXHIBIT A
Municipal Drive Townhomes – PUD

A. Purpose and Intent

The Municipal Townhomes PUD is comprised of 2.62 acres, as described in Exhibit C (Field Notes). The development of this property is a planned townhome 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 this exhibit, titled Exhibit A. For the purpose of establishing development standards for the PUD, the MF-2-A (Multi-Family) district has been selected.

C. Conceptual Site Layout and Land Use Plan

Exhibit B attached is a conceptual site layout and land use plan intended to visually convey the design intent for the Municipal Townhomes community. The design of the community is not final, and is subject to refinement during the platting and site planning stages. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

D. Allowable Use

1. The use shall be attached single-family townhome residential development.
2. The unit size shall be a minimum of 900 square feet per attached unit. Patios (covered or uncovered) and decks are not included in this dimension.
3. The maximum unit count shall be limited to 34 units.
4. A maximum of eight attached units shall be permitted per building.

E. Building Envelope Design Standards

The Municipal Townhomes development will comply with the Development Standards set forth in the Table below for a condo regime site plan on private drives.

	Building Setbacks	**Paving Setbacks**
Unit Width (minimum unit width)	20 ft.	-
Front Setback (from public streets)	25 ft.	20 ft.
Front Setback (when front of the building faces another building)	15 ft.	-
Perimeter Setback (minimum)	25 ft.	5 ft.
Building Separation (minimum)	10 ft.*	-

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

F. Private Drives

1. Minimum centerline radius for private drives is 37.5 feet along tangent sections. Private drives will have a 20 or 25 foot wide pavement width measured from face of curb to face of curb (unless the Fire Department has additional requirements) with 18 to 24 inch curb and gutter (which may also include mountable curb or stand up curb). Alley intersections will have a minimum of 25 foot inside radii.
2. This PUD does not waive any Fire Code requirements. The drive width is required to be 26 feet wide where a fire hydrant is located (30 foot bump-outs is permitted; no parking allowed). Fire hydrants are required to be within 100 feet of an FDC (fire department connection) of each sprinklered building. FDC's are required on each building or remotely located on the site along the 26 foot drive (bump-out).
3. Exhibit C, the Conceptual Site Plan, includes a cross section of the private drives.

G. Architectural Criteria

All townhomes shall comply with Article VII Architectural Components and Article VIII Architectural Standards, Type A of the Composite Zoning Ordinance unless modified herein.

H. Garage and Parking Requirements

1. All garages associated with townhomes shall comply with Article VIII Architectural Standards of the Composite Zoning Ordinance unless modified herein.
2. Units will have single car garages with driveways that accommodate two other cars or three spaces per unit.
3. All garages shall be rear entry.

I. Lighting

Street lighting is required at drive intersections with public streets. Street lighting is optional in the interior of the project.

J. Sidewalks

Sidewalks are not required in the interior of the project, but walkways are provided in the courtyard area and a pedestrian connection (which may be concrete or crushed granite) will be placed along the west property boundary connecting Lion and Municipal Drives.

K. Landscape and Fencing

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. The intent for this development is to provide an attractively landscaped vista. Each unit will install two 2 inch caliper trees and six shrubs during the construction of each residential unit. Perimeter landscaping and screening will comply with the ordinance.
3. Perimeter fencing shall be limited to wrought iron or decorative tubular metal.
4. Picket fencing may be permitted in the common space as long as the fencing does not exceed three feet in height and the pickets are spaced a minimum of 3 inches apart. A

15 foot wide open space shall be provided along the center of the common open space.

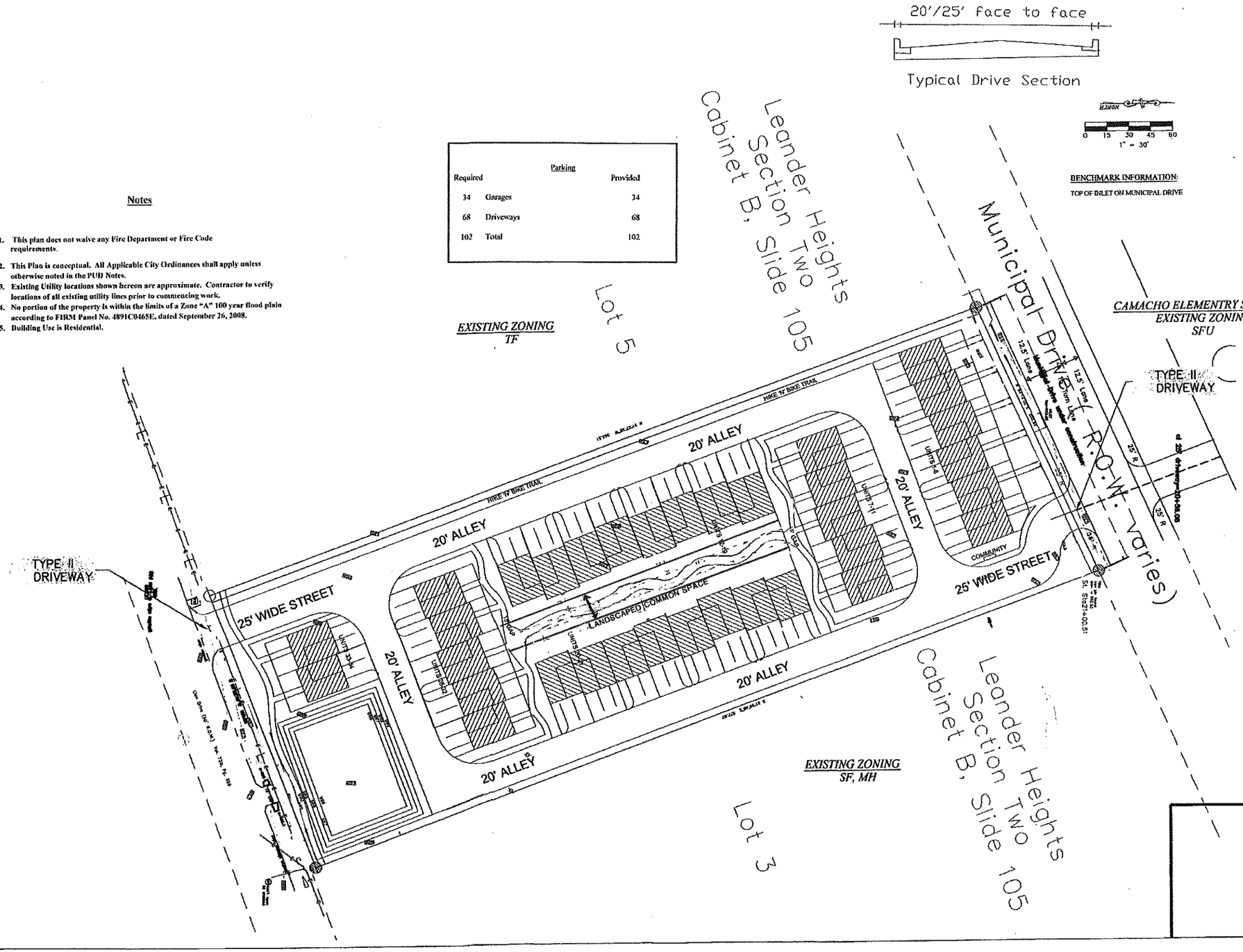
5. Street trees and shrubs shall be planted in the front setbacks adjacent to Lion Drive and Municipal Drive at a ratio of 2 – 2 caliper inch trees and 4 shrubs per every 600 square feet.
6. Side setbacks along the west and east side of the property shall include shrubs planted at a ratio of 4 shrubs per every 600 square feet.

Notes

1. This plan does not waive any Fire Department or Fire Code requirements.
2. This Plan is conceptual. All Applicable City Ordinances shall apply unless otherwise noted in the PUD Notes.
3. Existing Utility locations shown hereon are approximate. Contractor to verify locations of all existing utility lines prior to commencing work.
4. No portion of the property is within the limits of a Zone "A" 100 year flood plain according to FIRM Panel No. 48491C0465E, dated September 26, 2008.
5. Building Use is Residential.

Parking

Required		Provided
34	Garages	34
68	Driveways	68
102	Total	102



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STATE OF TEXAS
DAVID THOMAS SMITH
87583
LICENSED
PROFESSIONAL ENGINEER

600 MUNICIPAL TOWNHOUSES
600 MUNICIPAL DRIVE
LEANDER, TEXAS

EXHIBIT B
CONCEPTUAL SITE LAYOUT
AND LAND USE PLAN

REVISIONS

DATE
REVISION NO. △

JOB NO.
DATE 2015
DESIGN STAFF
DRAWN STAFF
CHECK DTS
FIELDBOOK
FILE NAME n/a

SHEET NO. C.4.0

OF 1 SHEETS

EXHIBIT C

Municipal Drive Townhouses

Legal Description

Legal Description: Lot 4, Block A of Leander Heights Section Two Subdivision in the E.D. Harmon Survey, A-6 in Williamson County, Texas, recorded in Cabinet B, Slide 105, Official Public Records of Williamson County, Texas.

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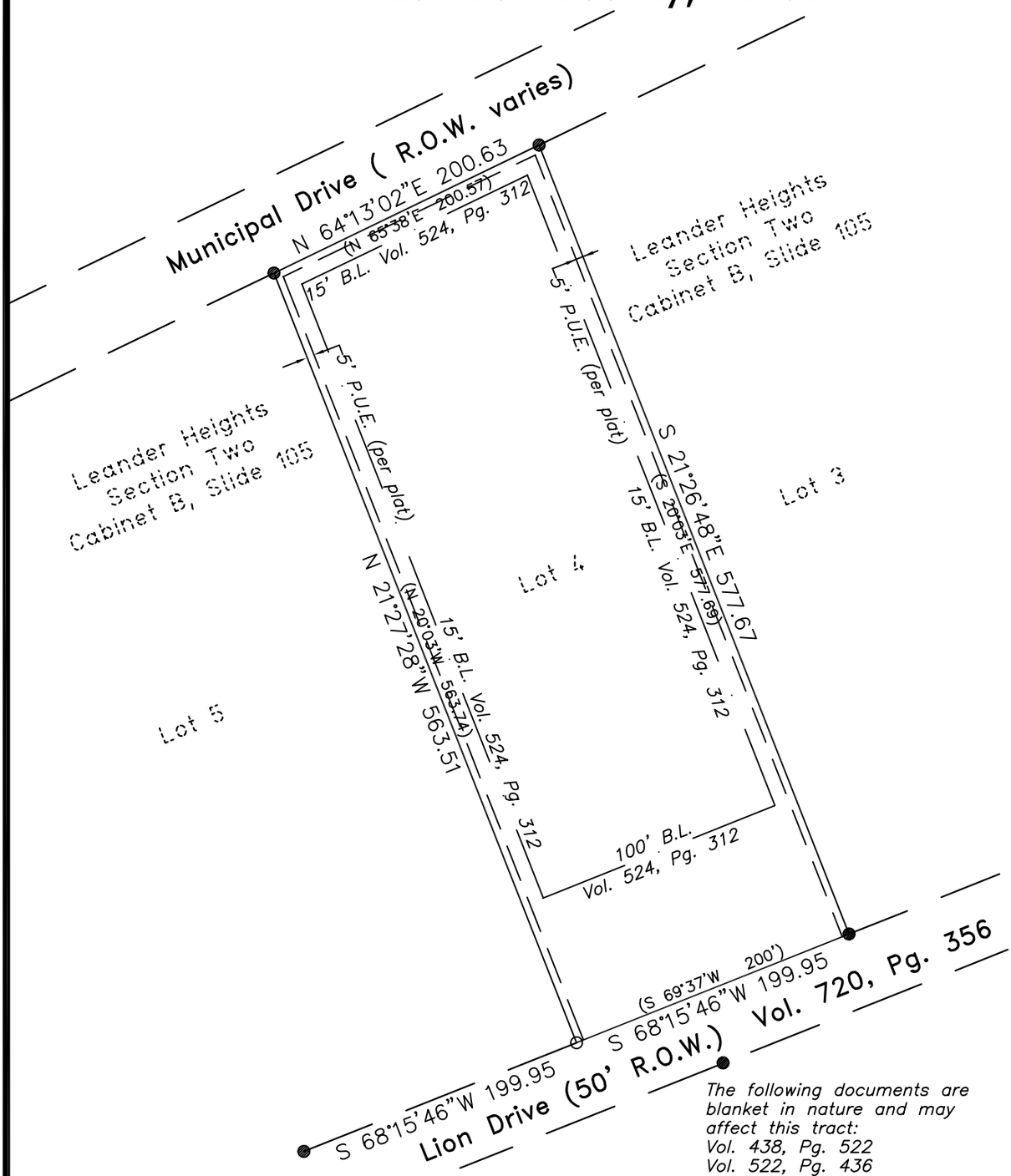

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- o Iron pin set
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- B.L. Building line
- P.U.E. Public utility easement
- D.E. Drainage easement

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STATE OF TEXAS
REGISTERED
CLAUDE F. HINKLE JR.
4629
PROFESSIONAL
LAND SURVEYOR

File No.: 1966	Designed By: skip
Job No.: 1966-396	Drawn By: skip
Date: July 2015	Checked By:
Scale: 1"= 100'	Revised:

AUSTIN SURVEYORS
2105 Justin Lane #103
Austin, Texas 78757
512-454-6605
TxFirm #10174000

© Austin Surveyors 2015

d) Close Public Hearing

Chairman Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Schwendenmann moved to deny the zoning request. There was no second.

Vice Chair Allen moved to approve the zoning request of LC-3-A (Local Commercial). Commissioner Cotten seconded the motion. Motion passed 4 to 2 with Commissioner Schwendenmann and Commissioner Hines opposing.

Commissioner Schwendenmann opposed the request because there was no change in the request from the first submittal.

Commissioner Hines opposed the request because fuel pumps were too close to the residential development.

13. Zoning Case 15-Z-023: Hold a public hearing and consider action on the rezoning of a lot located at 600 Municipal Drive; legally described as Lot 4, Block A, Leander Heights Section 2 Subdivision; 2.62 acres more or less; WCAD Parcel R036439. Currently, the property is zoned SFU/MH-2-B (Single-Family Urban / Manufactured Home). The applicant is proposing to zone the property to Planned Unit Development (PUD) with a base zoning district of MF-2-A (Multi-Family), Leander, Williamson County, Texas. Applicant: David Smith on behalf of Municipal Texas Investment Group, LLC.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval of the PUD (Planned Unit Development) with a base zoning district of MF-2-A (Multi-Family) and the condition that a building rendering is provided.

b) Applicant Presentation

David Smith, applicant, was present for questions.

c) Open Public Hearing

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

d) Close Public Hearing

Chairman Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

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

1. **Lighting shall be provided in common areas.**
2. **A six (6') foot wide concrete sidewalk shall be constructed connecting Lion Drive and Municipal Drive.**
3. **The Type A Architectural Component is modified to limit the amount of stucco that qualifies as masonry to 35%.**

Commissioner Cotten seconded the motion. Motion passed unanimously.

AGENDA ITEM # 14

Executive Summary

December 17, 2015

Agenda Subject: Zoning Case 15-Z-032: Hold a public hearing and consider action on rezoning of two parcels of land located at 602 South Gabriel Dr; 6.19 acres more or less; WCAD Parcels R338733 and R035910. Currently, the property is zoned Interim SFS-2-B (Single-Family Suburban). The applicant is proposing to zone the property to SFT-2-B (Single-Family Townhome), Leander, Williamson County, Texas.

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

Origination: Applicant: Ronald E & Serita Kay Butler.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission recommended to approve the SFT-2-A (Single-Family Townhome) district for the north portion of the property which includes parcel R338733 and is approximately 560 feet to the south of Gabriel Drive with a 4 to 2 vote (Commission Cotten and Chair Sokol opposing) at the December 10, 2015 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Location Exhibit
4. Proposed Zoning Map
5. Aerial Map
6. Notification Map
7. Letter of Intent
8. Ordinance
9. Minutes-Planning & Zoning Commission December 10, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager 12/11/2015

PLANNING ANALYSIS

ZONING CASE 15-Z-032
602 S SAN GABRIEL DR

GENERAL INFORMATION

Owner: Ronald E. & Serita Kay Butler

Current Zoning: Interim SFS-2-B (Single-Family Suburban)

Proposed Zoning: SFT-2-B (Single-Family Townhome)

Size and Location: The property is located approximately 70 ft east from the southeast corner of the intersection of S. San Gabriel Dr and N Hwy 183 and is approximately 6.19 acres in size.

Staff Contact: Martin Siwek, AICP, GISP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	Interim SFS-2-B	Developed single-family home
EAST	Interim SFS-2-B	Developed single-family home
SOUTH	Interim SFS-2-B	Developed single-family homes
WEST	OCL/ETJ	Developed single-family homes (High Gabriel West Subdivision)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

SFT – SINGLE-FAMILY TOWNHOUSE:

Features: 2,000 sq. ft. lot min; 900 sq. ft. living area min.

Intent: development of single-family attached dwellings on very small sized lots and for other uses that are compatible and complimentary to attached residential development. This component is generally intended as follows:

(1) To provide an orderly transition and serve as a buffer between larger lot neighborhoods and more intensive uses such as multi-family or commercial uses or arterial roadways.
(2) To create more variety in housing opportunities and in the fabric of the neighborhoods.
(3) To include or be located within six hundred feet of parkland or other recreational open space.
(4) To be located in planned communities of greater than 100 acres and comprising less than ten percent (10%) of the lots, or to provide infill opportunities in appropriate areas of the City such as in areas under transition.

Frontage for such 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 access to garages on such lots 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 A:

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

Intent:

(1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
(2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.

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

TYPE 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:

- Create strong neighborhoods with a variety of housing choices.
- Encourage a range of housing types at a variety of price points.
- The purpose of the Mixed Use Corridor designations is preserve the integrity of the corridor and maintain mobility. This corridor allows for a variety of residential types, such as small-lot single-family, townhomes, duplexes and quadplexes, civic and institutional uses (schools and places of worship) and small professional offices that complement residential development. Limited neighborhood-serving commercial uses and higher-density residential are appropriate at intersections.

ANALYSIS:

The applicant is requesting to rezone the property to SFT-2-B (Single-Family Townhome) district in order to allow for the future development of townhomes. The properties located to the north, south, and east are zoned as Interim SFS-2-B (Single-Family Suburban) district. The property to the west is located within the City of Leander ETJ, and is the developed High Gabriel West residential subdivision.

The applicant's request for an SFT-2-B district is compliant with the City's adopted Future Land Use Plan. It is located within a Mixed Use Corridor which seeks to locate high density single-

family uses and limited compatible commercial uses in between development centers. A variety of small lot residential products are to be included within the Mixed Use Corridor

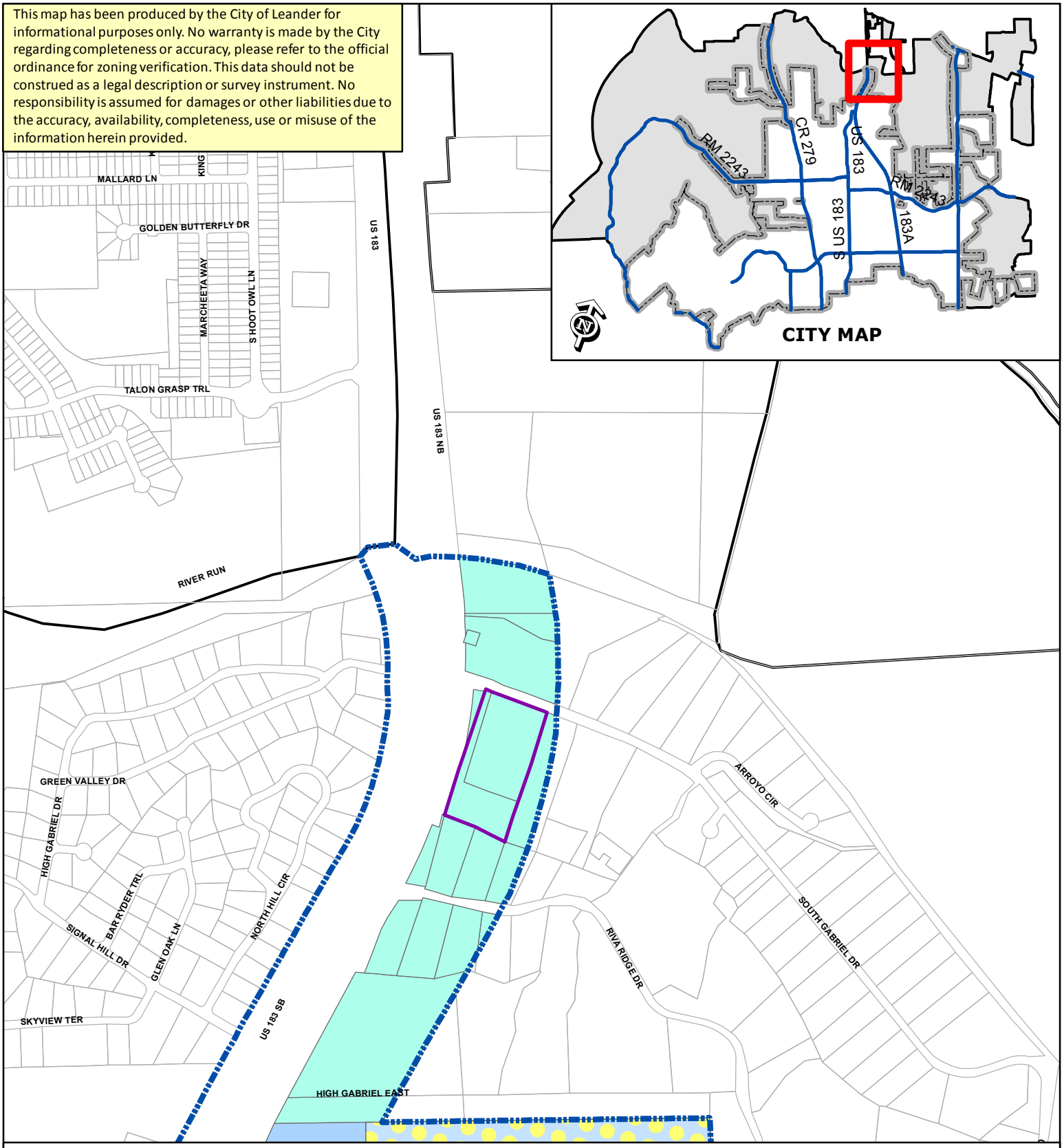
The zoning request is also compliant with most of the intent statements from the Composite Zoning Ordinance. The SFT Use Component is intended to provide for a transition and serve as a buffer between larger lot neighborhoods and more intensive uses such as multi-family, commercial, or arterial roadways. It is intended to create more variety in housing opportunities and in the fabric of the neighborhood. It is also intended to provide infill opportunities in appropriate areas of the City such as areas under transition. The SFT Use component is supposed to be located within 600 ft of a park or open space. The property presently does not meet this intent statement of the ordinance, but it could be accounted for with the inclusion of park or open space at the time of development of the property.

The proposed Type 2 Site Component is the typical Site Component paired with residential districts. It is appropriate and compatible with the SFT Use Component. Further, the Type B Architectural Component is also compatible this request. It requires that 85% masonry of the first story of builds be comprised of masonry and that each story thereafter is comprised of 50% masonry. The Type B Site Component requires a minimum of four architectural design features on the front elevations of the building. However, the Type A Architectural Component is called to be utilized by the intent statement of the Composite Zoning Ordinance when single-family development backs up or sides to major thoroughfares. The Type A Architectural Component requires 85% masonry on all stories with a minimum of five design features on the front elevation.

STAFF RECOMMENDATION:

Staff recommends approval of the SFT-2-A district. The proposed zoning request meets the goal statements of the Future Land Use Plan, it is in compliance with the Future Land Use Map, and meets the intent statements of the Composite Zoning Ordinance.

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-032 Attachment #2

Current Zoning Map - 602 S San Gabriel Dr

- Subject Property
- City Limits

Annexation

- Future Annexation Per DA
- Involuntary Annexation
- Voluntary Annexation

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

N

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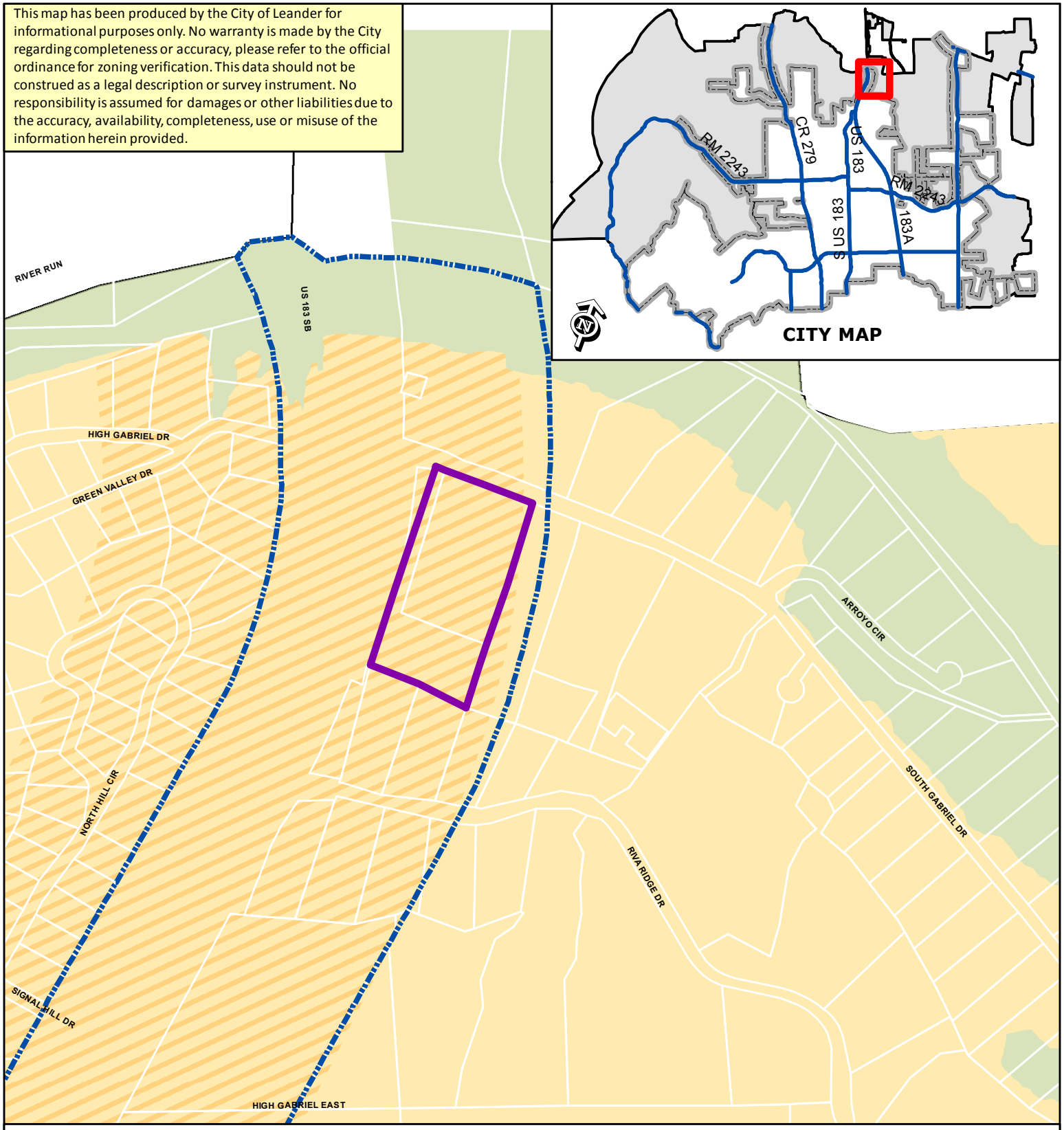
Feet



ZONING CASE 15-Z-032 Attachment #3

Future Land Use Map - 602 S San Gabriel Dr

- City Limits
- Subject Property
- Open Space
- Mixed Use Corridor
- Commercial Corridor
- Neighborhood Center
- Community Center
- Activity Center
- Transit Supportive Mixed Use
- Station Area Mixed Use
- Old Town Mixed Use
- Employment Mixed Use
- Industrial District
- Neighborhood Residential

N

0 200

Feet

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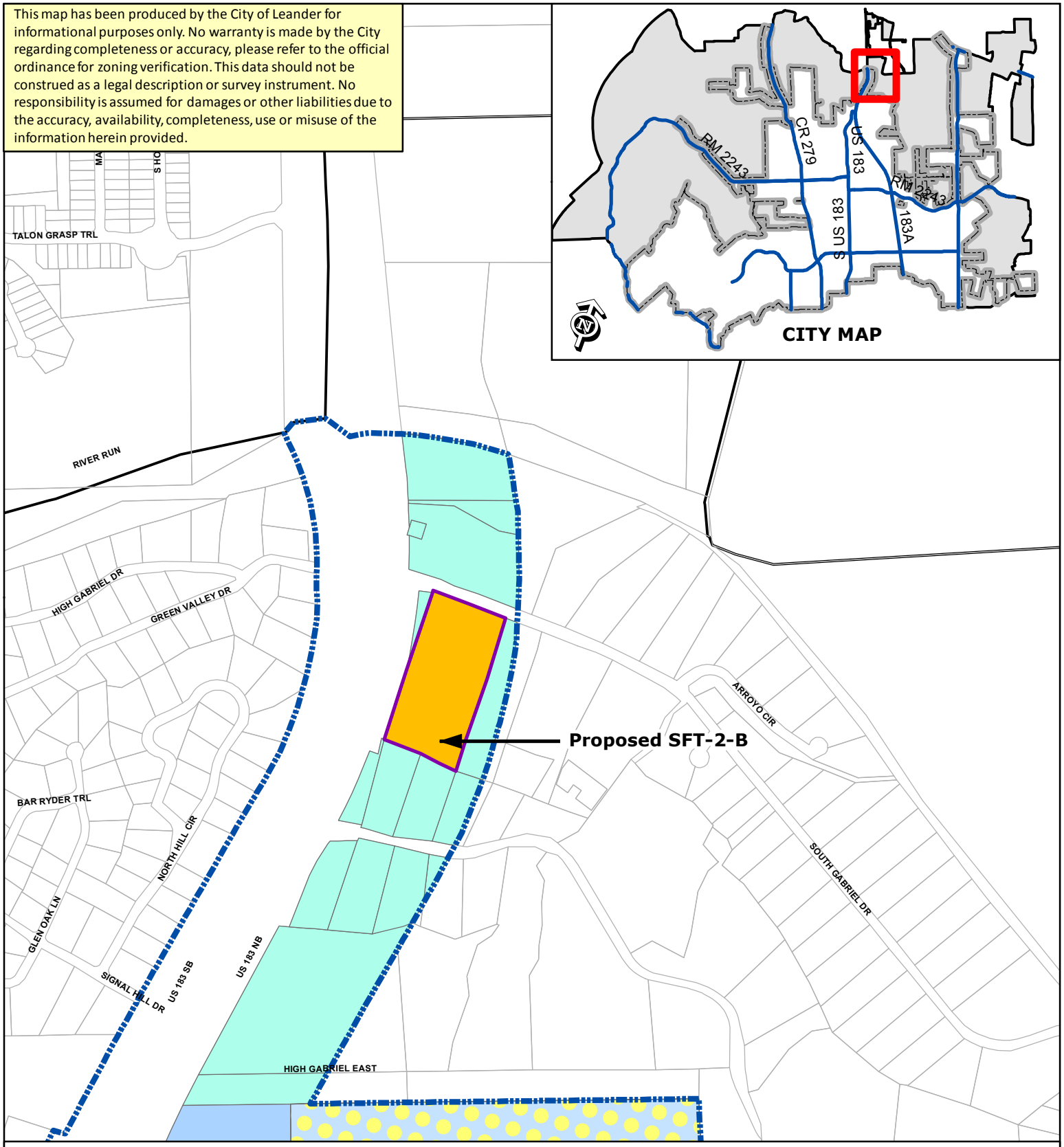

ZONING CASE 15-Z-023 Attachment #4 Proposed Zoning Map - 602 S San Gabriel Dr

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

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

N

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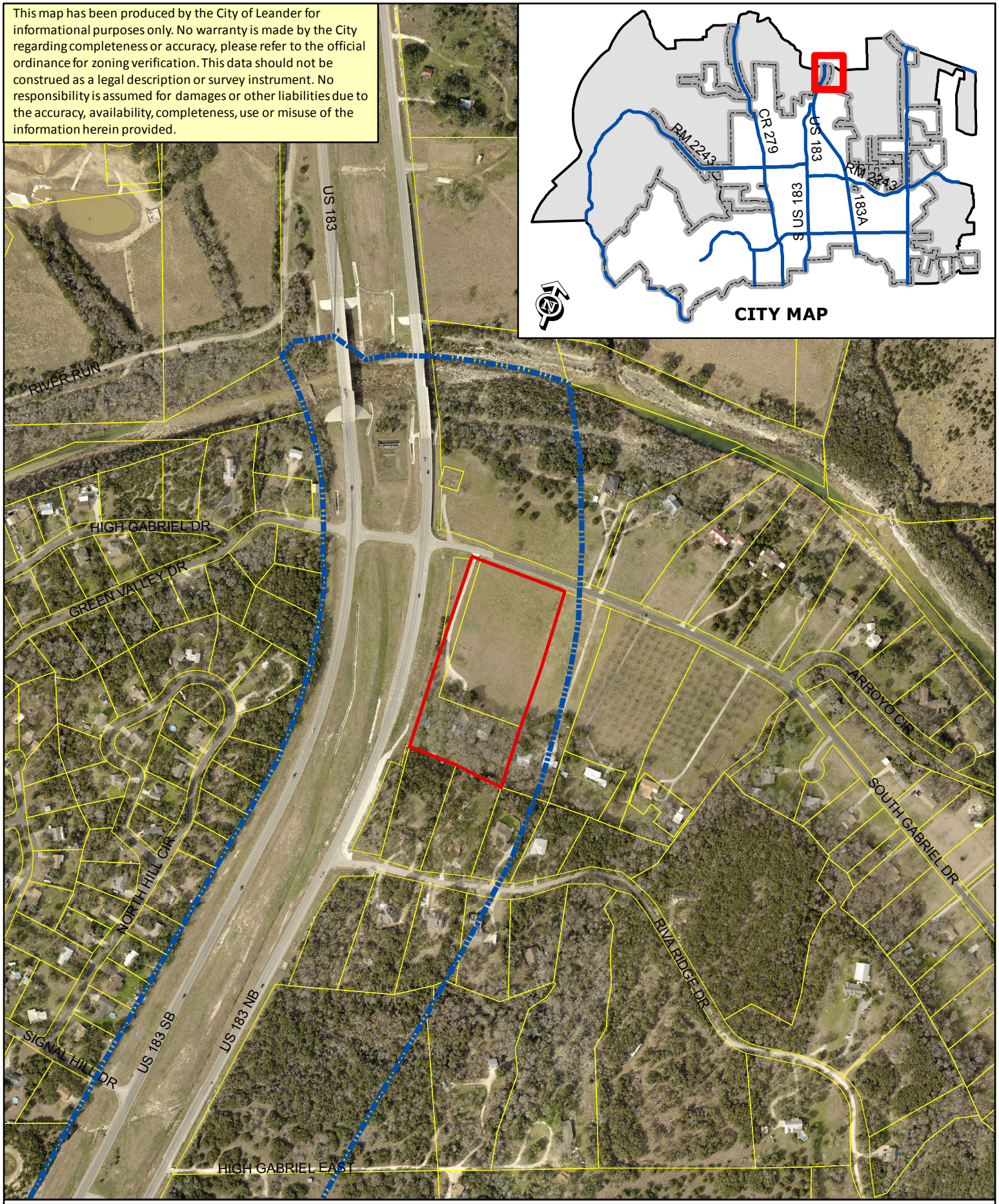
Feet

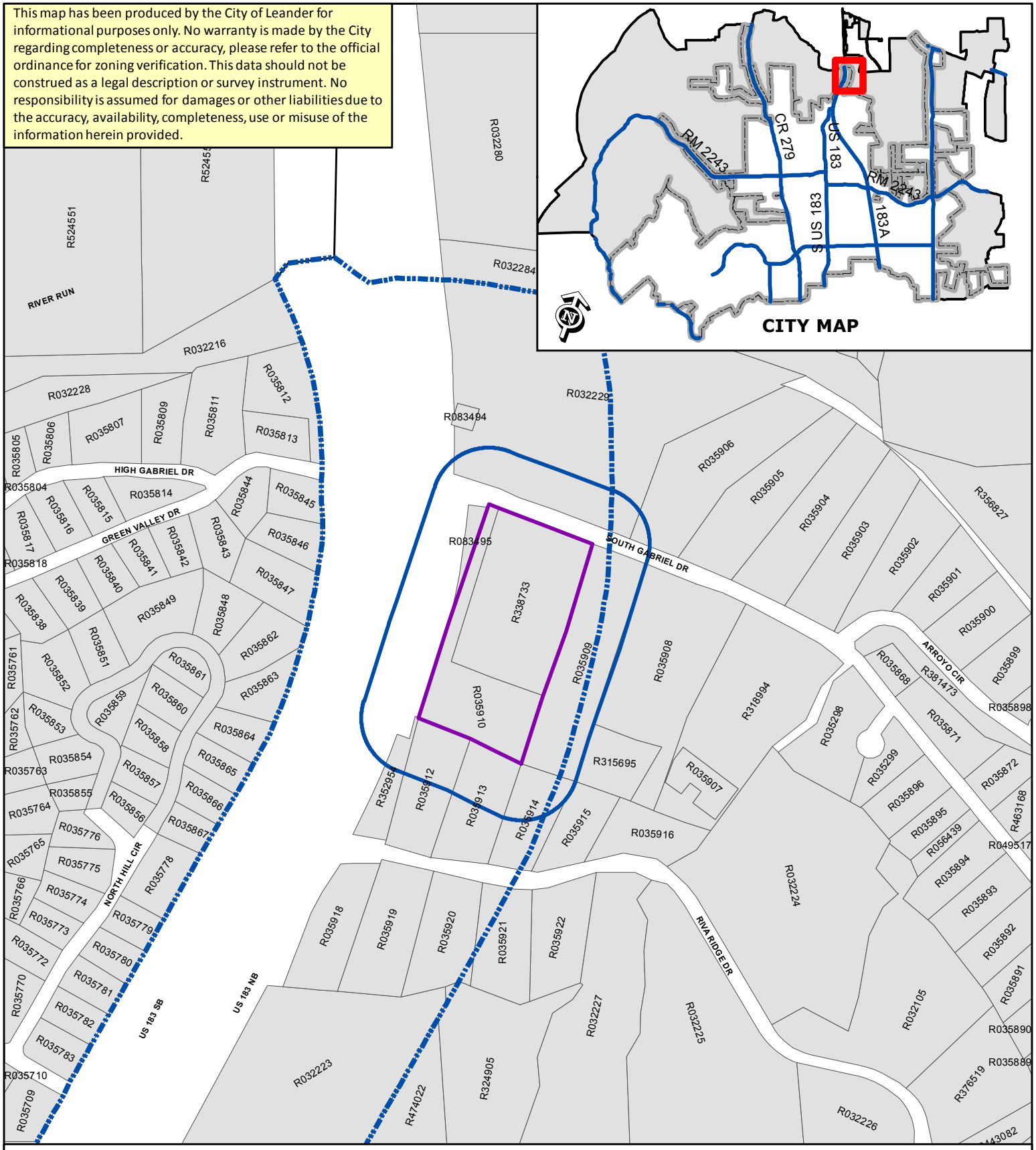


ZONING CASE 15-Z-032 Attachment #5

Aerial Exhibit - Approximate Boundaries
602 S San Gabriel Dr

0 200
Feet

Subject Property
City Limits



ZONING CASE 15-Z-032

Attachment #6

Notification Map
602 S San Gabriel Dr

Subject Property
Public Notification Boundary
City Limits
WCAD Parcels

N

0 200
Feet

ATTACHMENT 7

October 26, 2015

Reference: Ronald E. & Serita Kay Butler
602 S. Gabriel Dr., Leander, TX 78641
High Gabriel East 2, Lot 16 & 17, 6.19 acres

Letter of intent requesting a zoning change for 602 S. Gabriel Dr., Leander.

City of Leander Planning and Zoning,

We would like to ask the city for our property to be rezoned to SFT-2-B (Single-Family Townhome) district. Currently, lot 17, High Gabriel East 2, is zoned multifamily by High Gabriel Estates Development Co., Inc. This Lot is fronted onto the new 183A toll access road and corners with South Gabriel Dr. (also County Road 270). The legal Description is High Gabriel East 2, Lot 16 PT & 17 PT, Acres 4.03 and High Gabriel East 2, Lot 16 PT & 17 PT, acres 2.16. The 4.03 acres has an ag exemption. This property is about a half mile from the new Bryson Subdivision. It is located on the south side of the South San Gabriel River but not fronted to it. The property on the north side of the river from our property was currently purchased by the City of Leander for a new city park.

The physical description of our property is: Trees (oak and large) covered all at the back of the property, buildings are a house, shop and barn, the land slopes up at the back and open field and flat in the front part.

We are thinking that since this property is fronted to 183A, is taxed by the city (since 2007), close to metro rail and HEB, real close to a upcoming Leander City park, that this property would be a great location for single family townhomes. We have lived here since 1984 and we're ready to move on.

We appreciate your consideration for this request.

Thank you,

Ronald E. and Serita Kay Butler

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING TWO PARCELS OF LAND FROM INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO SFT-2-B (SINGLE-FAMILY TOWNHOME); 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 6.19 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "A", located at 602 S Gabriel Drive, Williamson County, Texas; legally described as Lots 16 and 17 of the High Gabriel East Subdivision; identified by Williamson County tax identification number R338733 and R035910; more particularly described in instrument number 1984014834 recorded in the Williamson County Official Public Records.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFS-2-B (Single-Family Suburban) to SFT-2-B (Single-Family Townhome) as shown in Exhibit "A".

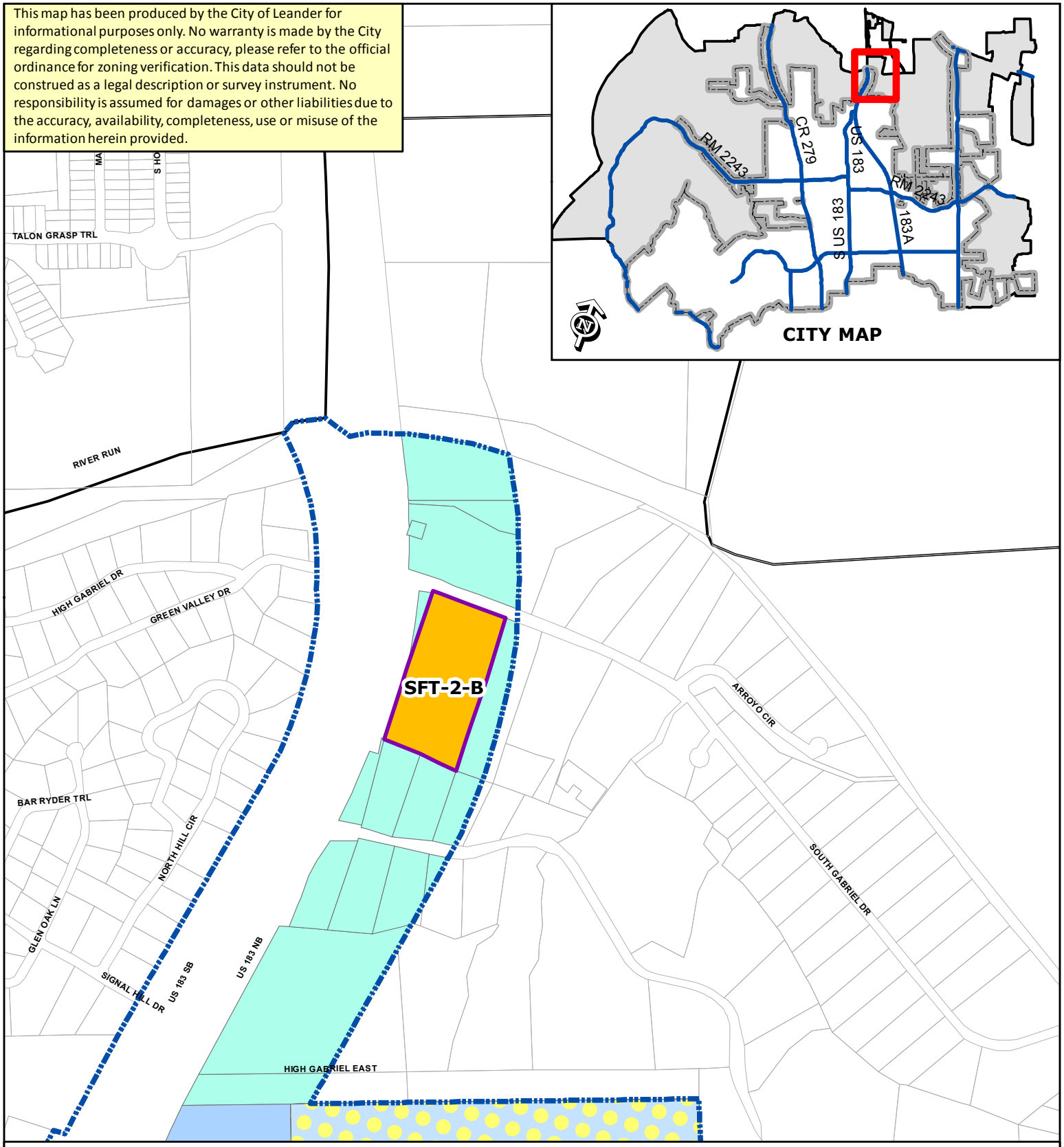
Section 5. Recording Zoning Change. The City Council directs the City Secretary to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 17th day of December, 2015.
FINALLY PASSED AND APPROVED on this the 7th day of January, 2016.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary



ZONING CASE 15-Z-023 Exhibit A

602 S San Gabriel Dr

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

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

N

0 200
Feet

14. Zoning Case 15-Z-032: Hold a public hearing and consider action on rezoning of two parcels of land located at 602 South Gabriel Dr; 6.19 acres more or less; WCAD Parcels R338733 and R035910. Currently, the property is zoned Interim SFS-2-B (Single-Family Suburban). The applicant is proposing to zone the property to SFT-2-B (Single-Family Townhome), Leander, Williamson County, Texas. Applicant: Ronald E & Serita Kay Butler.

a) Staff Presentation

Martin Siwek, Planner, stated that staff reviewed the request and recommends approval of the SFT-2-A (Single-Family Townhome) district.

b) Applicant Presentation

David Cavalier spoke on behalf of the applicant and explained the purpose for the zoning request.

c) Open Public Hearing

Chairman Sokol opened the public hearing.

Darren Brummitt discussed concerns regarding the building materials, height, preservation of trees, density of project, and availability of infrastructure.

Bruce Chatham discussed concerns regarding the adjacent uses and tree preservation

Jolaine Chatham discussed concerns regarding the density, perimeter screening fencing, and the current fence that is encroaching on to her property.

d) Close Public Hearing

Chairman Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the north portion of the property with a zoning of SFT-2-A (Single-Family Townhome) which includes parcel R338733 and is 4.03 acres more or less in size. Commissioner Anderson seconded the motion. Motion passed 4 to 2 with Commissioner Cotten and Chair Sokol opposing.

Commissioner Cotten opposed the request because a plan needs to be provided to demonstrate what the project will look like.

Chair Sokol opposed the request because he agreed with Commissioner Cotten and felt that the developer needs to provide a site plan.

AGENDA ITEM # 15

Executive Summary

December 17, 2015

Agenda Subject: Zoning Case 15-TOD-Z-035: Hold a public hearing and consider action on rezoning of one parcel of land generally located to the south of the intersection of US 183 and 183A Toll Road; 4.654 acres more or less; WCAD Parcel R433105. Currently, the property is zoned PUD/TOD (Planned Unit Development/Transit Oriented Development) and the applicant is proposing to amend the PUD to designate the base zoning district as GC-3-B (General Commercial) as permitted by the SmartCode, Leander, Williamson County, Texas.

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

Origination: Applicant: Bruce Nakfoor on behalf of West Tex Trading Retire, Ltd.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of staff recommendation including the following conditions at the December 10, 2015 meeting.

1. The C-Street standards apply to both roadways.
2. Fuel pumps may be located closer to the street than the building on the northern side of the property, but no closer to the street than the building on the west or east sides.
3. The lighting level at the boundary of the property shall be no more than 1.0 foot candle.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Proposed Zoning Map
5. Aerial Map
6. Notification map

7. PUD Notes and Conceptual Site Layout & Land Use Plan
8. Letter of Intent
9. Ordinance
10. Minutes-Planning & Zoning Commission December 10, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager 12/11/2015

PLANNING ANALYSIS

ZONING CASE 15-TOD-Z-035
THE TRIANGLE PUD

GENERAL INFORMATION

Owner: West Texas Trading Retirement, Ltd.

Current Zoning: PUD/TOD (Planned Unit Development/Transit Oriented Development)

Proposed Zoning: PUD/TOD (Planned Unit Development/Transit Oriented Development) with a base zoning district of GC-3-B (General Commercial)

Size and Location: The property is generally located to the south of the intersection of US 183 and 183A Toll Road and includes 4.654 acres, more or less.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	PUD/TOD	Undeveloped Property
EAST	PUD/TOD	Undeveloped Property Proposed Bryson Subdivision
SOUTH	PUD/TOD	Undeveloped Property
WEST	PUD/TOD	Undeveloped Property

COMPOSITE ZONING ORDINANCE & SMARTCODE INTENT STATEMENTS

PUD/TOD – PLANNED UNIT DEVELOPMENT/TRANSIT ORIENTED DEVELOPMENT:

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

CONVENTIONAL ZONE:

The Conventional Development Sector allows conventional single-use and mixed-use development with some basic design standards to provide a transition to adjacent neighborhoods and pedestrian-oriented communities, and for the possibility of future retrofit of the area to a more pedestrian-oriented pattern.

USE COMPONENT

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

(1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.

(2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.

(3) This component is intended to be combined with LO, LC, GC, HC and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.

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:

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Promote the Transit Oriented Development (TOD) as an urban destination within a suburban community.
- The purpose of the Commercial Corridor designation is to allow for additional commercial development along corridors already devoted to primarily commercial and office uses.

ANALYSIS:

The applicant is requesting an amendment to the PUD/TOD (Planned Unit Development/ Transit Oriented Development) district in to order to develop a commercial project. The surrounding properties are all designated as Conventional District within the TOD (Transit Oriented Development). All of the properties are undeveloped except for the property to the east. The property to the east is part of the proposed Bryson Subdivision that is currently under construction.

The proposed base zoning for this PUD is GC-3-B (General Commercial). This use component permits the development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

The requested Type 3 site component would permit outdoor fuel sales, limited outdoor storage and/or display, overhead doors, drive-through service lanes and carwashes. This use component is intended to be combined with the GC use component where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings. The Type B Architectural Component requires that 85% of the first story walls are comprised of masonry and 50% of each additional story. In addition, four architectural features are required.

The Conventional Development (CD) Sector Standards will apply to this project. US 183 is designated as a B-Street and 183A Toll is designated as a C-Street. These standards are listed below.

Standards Specific to B-Streets in Commercial Zoning Districts

a. Surface parking consisting of no more than one drive aisle with head-in parking spaces on each side of the drive aisle are permitted between the building and the right-of-way. A landscape screen or wall no taller than 4 feet in height shall be constructed and maintained to screen the view of the parking from the adjacent ROW.
b. All drive aisles shall be designed and easements conveyed to connect to existing or future drive aisles on adjacent properties.
c. Sidewalks and street trees in compliance with the Composite Zoning Ordinance shall be required between the parking lot and the right-of-way.
d. Sidewalks at least 12 feet wide shall be provided between the building facade and the parking lot, with trees in grates or planter boxes every 30 feet.
e. A continuous building frontage is required. The frontage may only be broken by a street, pedestrian passage, courtyard or similar feature approved by the Planning Director. For phased building construction within a block, a screen wall or landscape hedge shall be constructed at the building frontage line prior to building construction.
f. The provision of pedestrian amenities such as benches, outdoor dining areas, awnings over sidewalks and other similar features is encouraged. The Planning Director may provide a reduction of the minimum parking or landscaping requirement of up to 15% for the provision of pedestrian amenities.

Standards Specific to Lots & Buildings on B-Streets in Commercial Zoning Districts

a. Buildings fronting on A- and B-Streets shall meet the Type A Architectural Component of the Composite Zoning Ordinance.
b. Buildings fronting on A- and B-Streets shall provide a primary entrance facing the street accessing the required sidewalk.

Standards Specific to C-Streets in Commercial Zoning Districts

a. Surface parking lots between buildings and the right-of-way shall be no deeper than 300 feet nor wider than 600 feet.
b. Surface parking lots between buildings and the right-of-way shall be designed as a pattern of internal streets and parking blocks. The parking blocks may have standard parking spaces and aisles. The internal streets shall have travel lanes, curbs, street trees, sidewalks and utility easements and may have parallel parking. The parking blocks shall be left free of easements with the exception of those for drainage and parking lot lighting in order to accommodate future construction of buildings.

Standards Specific to Lots & Buildings on C-Streets in Commercial Zoning Districts

a. Buildings fronting on C-Streets shall meet the Type A or Type B Architectural Component of the Composite Zoning Ordinance.

The applicant is requesting the following waivers:

- The C-Street standards apply to both roadways.
- Fuel pumps may be located closer to the street than the building on the northern side of the property, but no closer to the street than the building on the west or east sides.
- The lighting level at the boundary of the property shall be no more than 1.0 foot candle.

STAFF RECOMMENDATION:

Staff recommends approval of the requested TOD/PUD amendment with the following waivers:

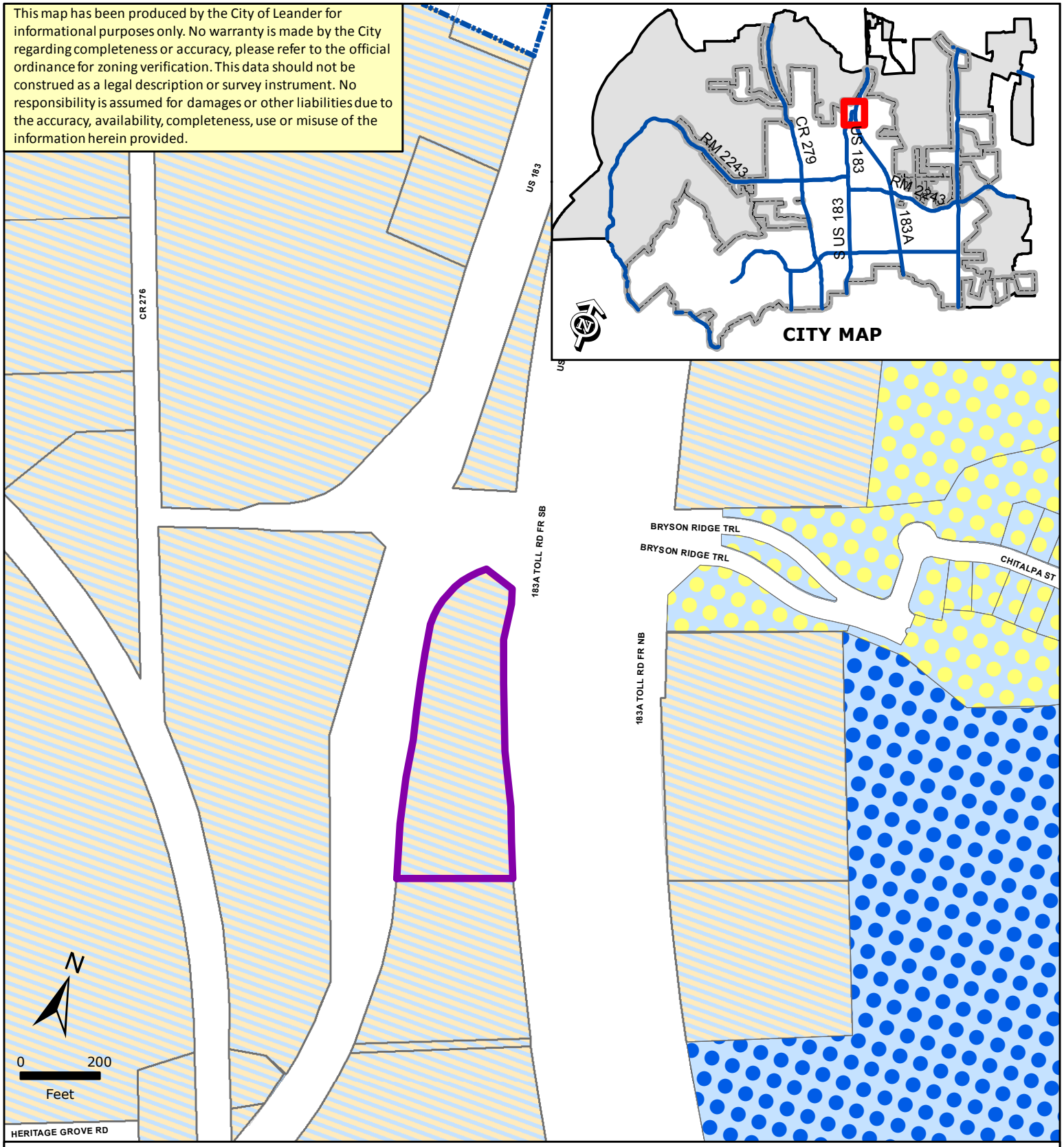
- The C-Street standards apply to both roadways.
- Fuel pumps may be located closer to the street than the building on the northern side of the property, but no closer to the street than the building on the west or east sides.
- The lighting level at the boundary of the property shall be no more than 1.0 foot candle.

The proposed land use is compatible with the neighboring properties. Staff recommends approval of the pump location due to the unusual shape of the lot and the amount of street frontage. The northern portion of the property is bound by a connector roadway that transitions from US 183 and 183A Toll Road.

The intent of the B-Street standards is to provide for a pedestrian friendly, walkable area. A continuous building frontage is required along this street type. In this situation, one side of the property would be required to comply with B-Street standards and the other side would comply with the C-Street standards. Staff supports applying the C-Street standards to both roadways because this property does not justify the need for the B-Street requirements. This area will be challenging to require walkable area.

The proposed lighting level will not impact any adjacent residential uses and the current standards regarding full cut off fixtures still applies.

This request meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.



ZONING CASE 15-TOD-Z-035 Attachment #2

Current Zoning Map - The Triangle

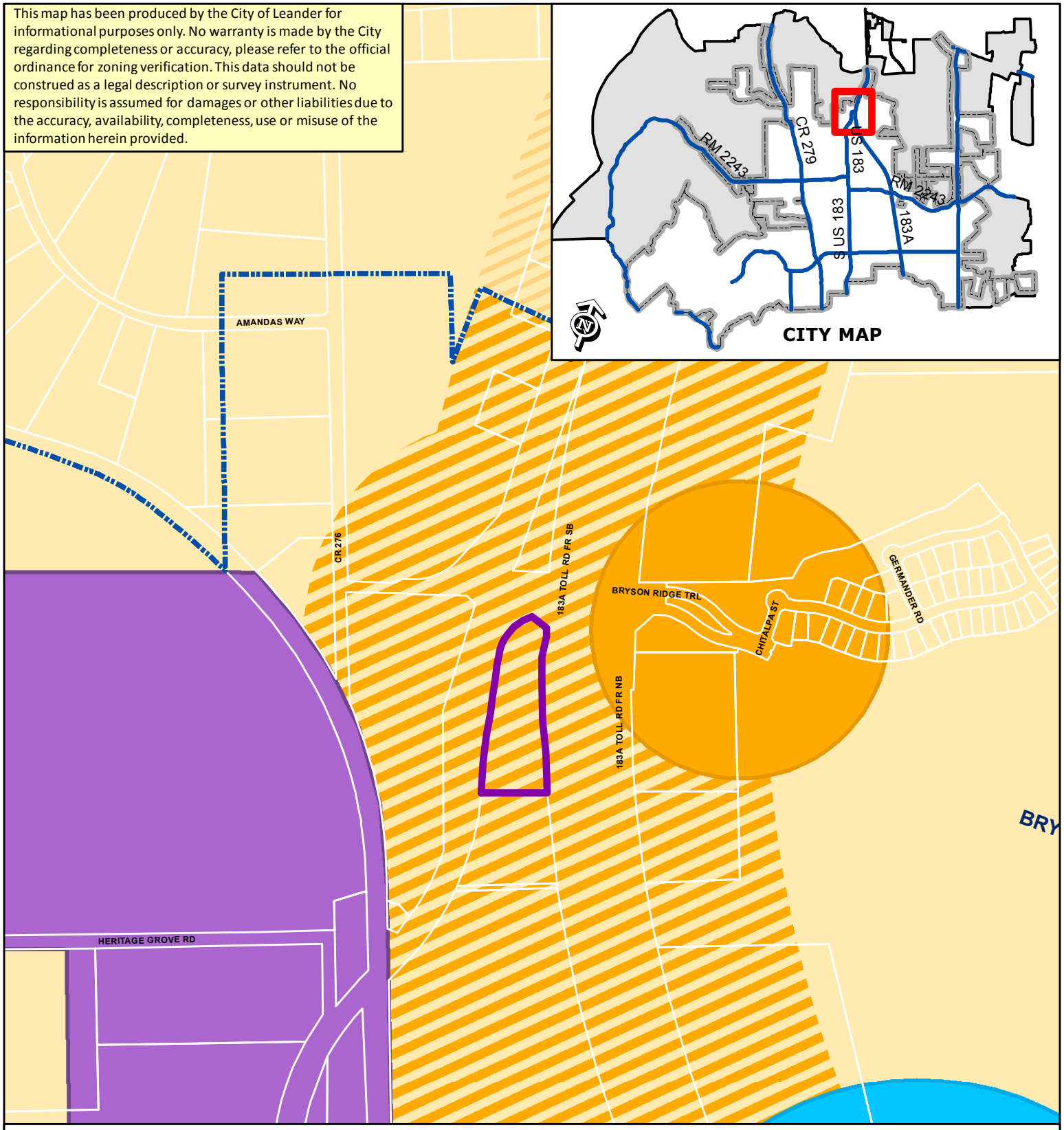
- Subject Property
- City Limits

SECTORS

- OS Open Space
- CD Conventional Sector
- S1 General Sector
- S2 Station Sector
- S3 Old Town Sector

TRANSECTS

- T4 General Urban
- T5 Urban Center
- T6 Urban Core
- SD Special District
- Civic Building
- PUD Commercial
- PUD Mixed Use
- PUD Multi-Family
- PUD Single-Family
- PUD Townhome



ZONING CASE 15-TOD-Z-035 Attachment #3

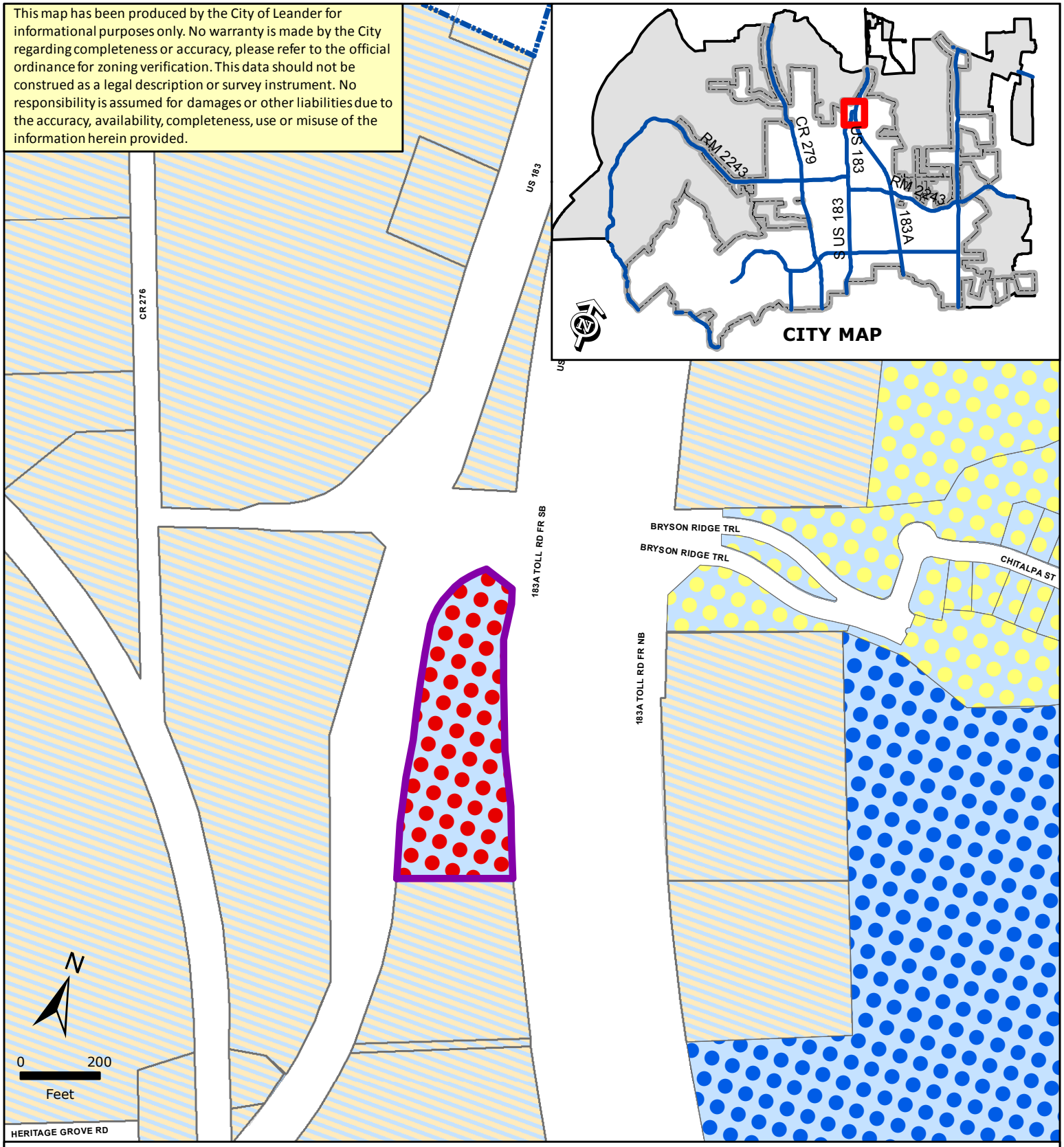
Future Land Use Map - The Triangle

- Subject Property
- City Limits
- Open Space
- Mixed Use Corridor
- Commercial Corridor
- Neighborhood Center
- Community Center
- Activity Center
- Transit Supportive Mixed Use
- Station Area Mixed Use
- Old Town Mixed Use
- Employment Mixed Use
- Industrial District
- Neighborhood Residential

N

0 200

Feet



ZONING CASE 15-TOD-Z-035 Attachment #4

Proposed Zoning Map - The Triangle

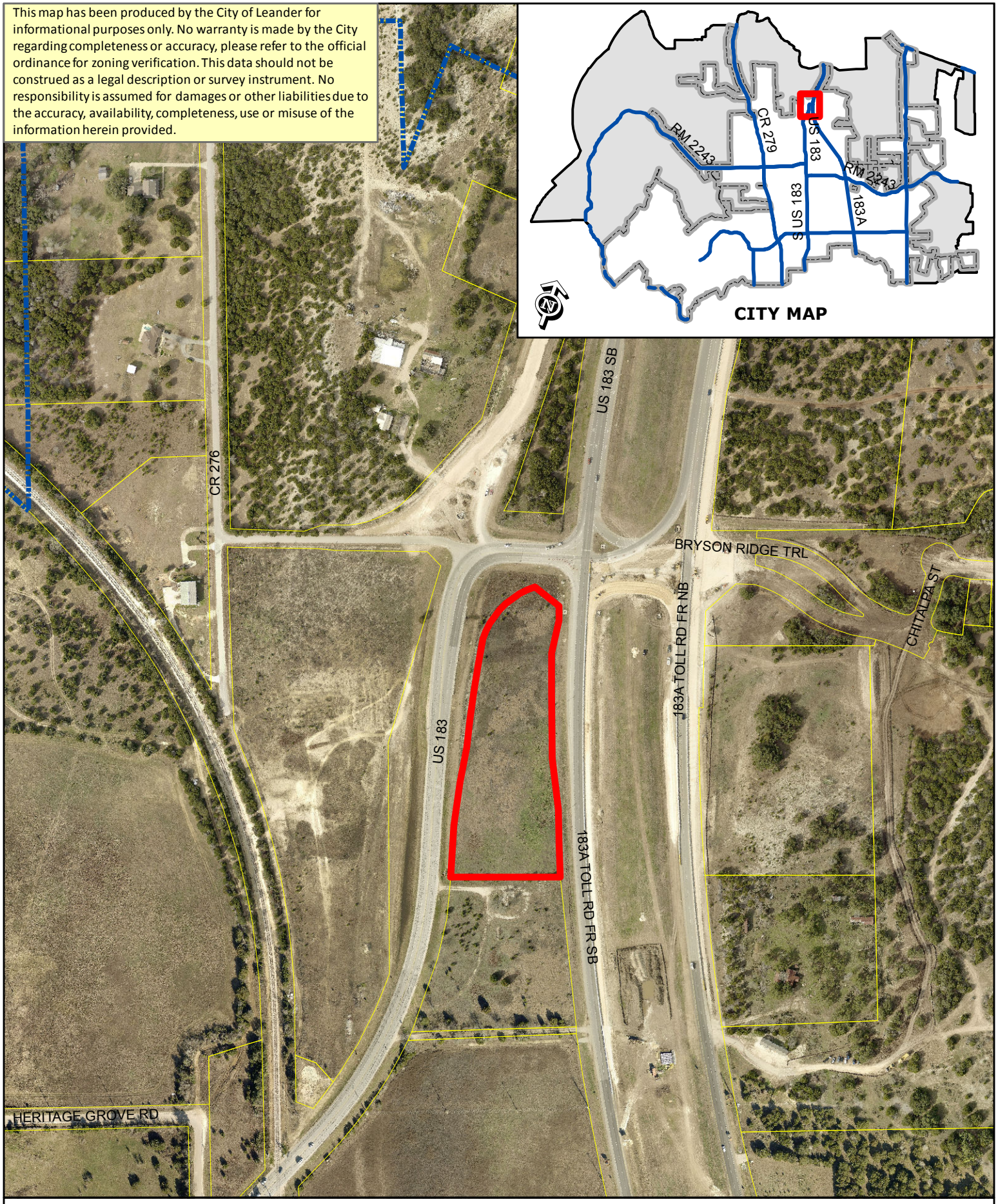
- Subject Property
- City Limits

SECTORS

- OS Open Space
- CD Conventional Sector
- S1 General Sector
- S2 Station Sector
- S3 Old Town Sector

TRANSECTS

- T4 General Urban
- T5 Urban Center
- T6 Urban Core
- SD Special District
- Civic Building
- PUD Commercial
- PUD Mixed Use
- PUD Multi-Family
- PUD Single-Family
- PUD Townhome

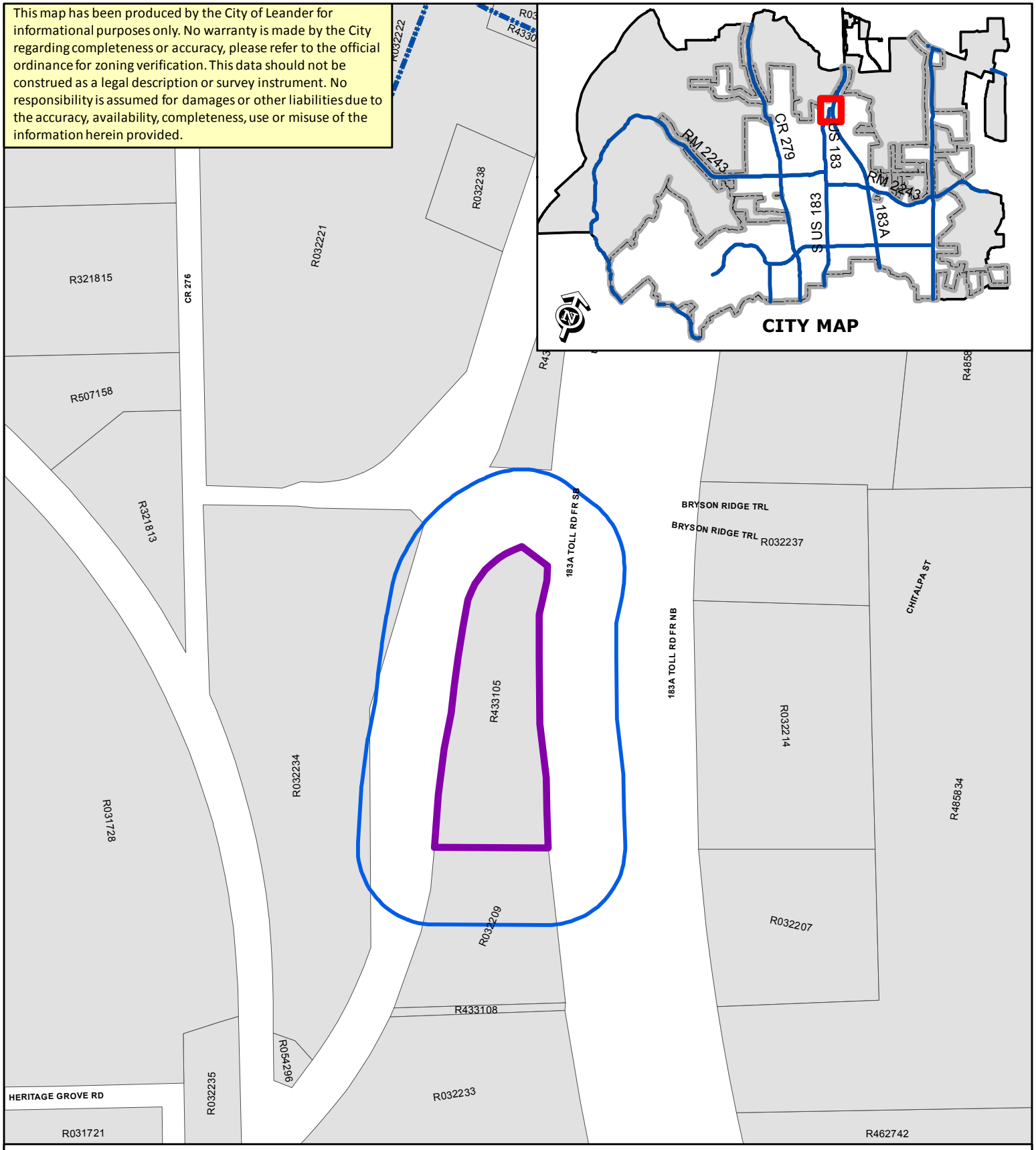


ZONING CASE 15-TOD-Z-035 Attachment #5

Aerial Exhibit - Approximate Boundaries
The Triangle

0 200
Feet

Subject Property
City Limits



ZONING CASE 15-TOD-Z-035

Attachment #6

Notification Map
The Triangle

Public Notification Boundary
Subject Property
City Limits
WCAD Parcels

N

0 200
Feet

EXHIBIT A

The Triangle Planned Unit Development

A. Purpose and Intent

The Triangle PUD is composed of approximately 4.654 acres, as described in Exhibit C (Field Notes). The development of this property is planned as a commercial development.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance and the Conventional Development (CD) Sector Standards, except as established in this exhibit, titled Exhibit A.

2. For the purpose of establishing development standards for the PUD, the GC-3-B (General Commercial) base zoning district has been selected from the Leander Composite Zoning Ordinance for the proposed commercial development.

3. The Conventional Development (CD) Sector Standard regarding the A-Street, B-Street, and C-Street Standards shall be modified as follows:

   C-Street Standards shall apply to the development along US 183.

4. The general layout of the property is shown in Exhibit B. The pumps may be located in front of the building on the northern side of the property, but shall not be located closer to the street than the building on the west or east sides.

5. The lighting level at the boundary of the property shall be no more than 1.0 foot-candle.

C. Conceptual Site Layout and Land Use Plan

Exhibit B (attached) is a conceptual site layout and land use plan intended to visually convey the proposed location of the commercial development. This plan does not constitute plat or site plan approval.

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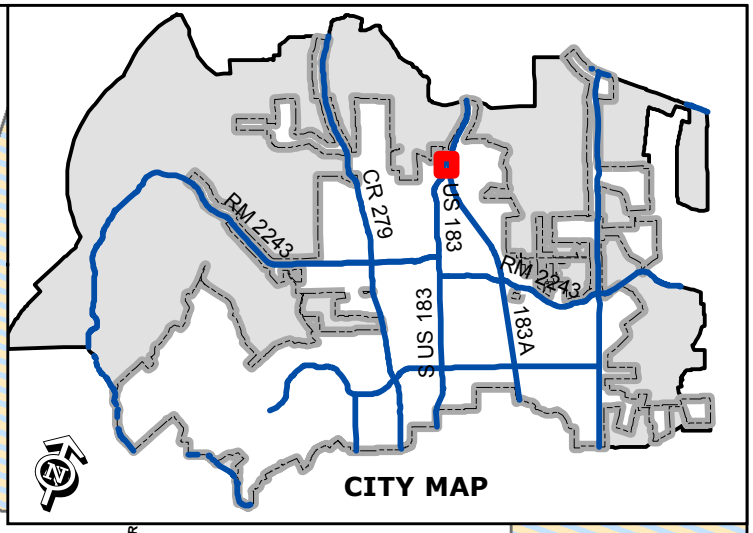


ZONING CASE 15-TOD-Z-035

Exhibit B
Conceptual Site Layout & Land Use Plan

The Triangle PUD

This Plan is conceptual. All applicable City Ordinances shall apply unless otherwise noted in the PUD Notes

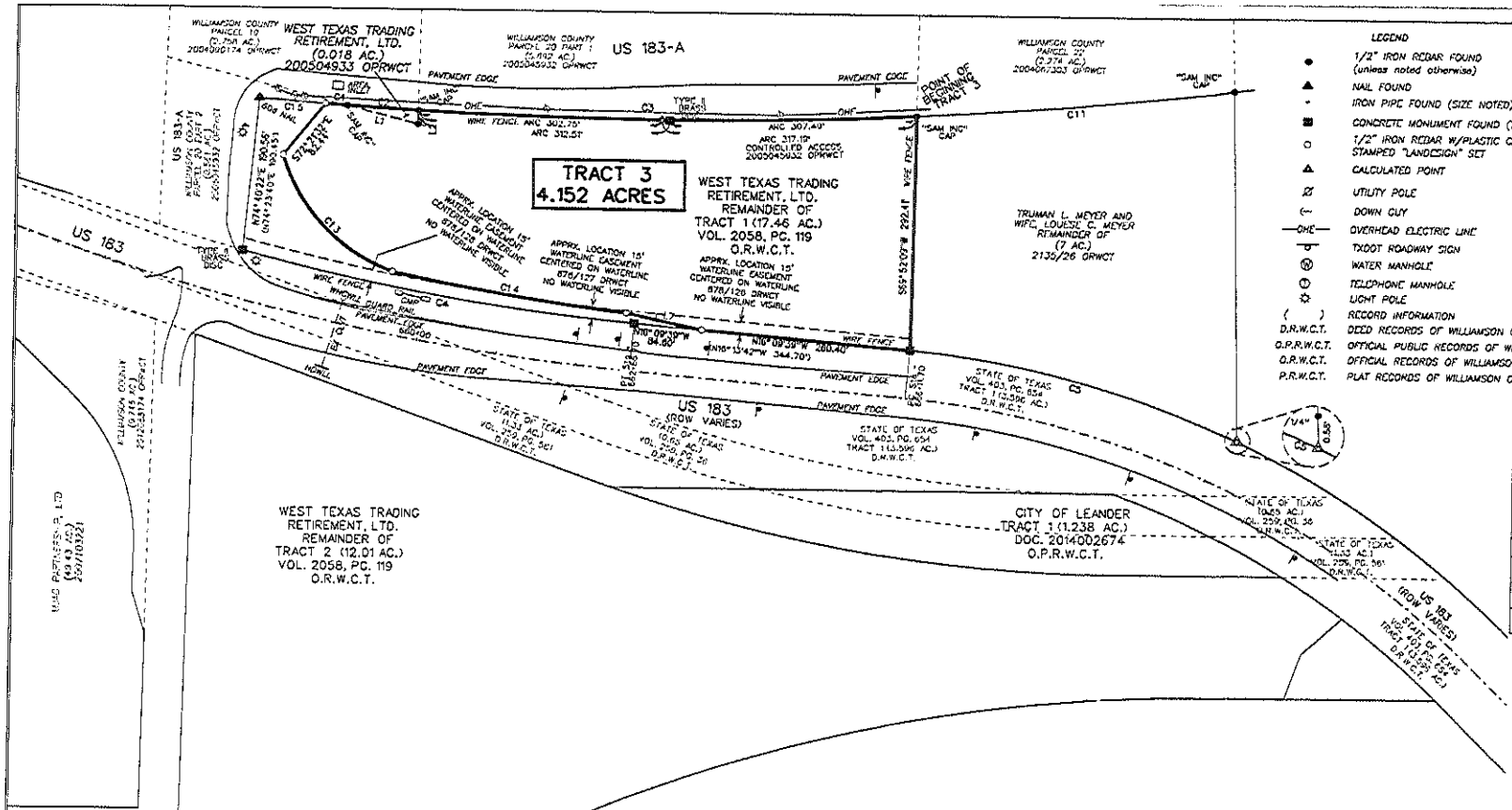
Subject Property

City Limits

N

0 200

Feet



LEGEND

- ● 1/2" IRON REBAR FOUND (unless noted otherwise)
- ▲ NAIL FOUND
- IRON PIPE FOUND (SIZE NOTED)
- ■ CONCRETE MONUMENT FOUND (TYPE I)
- ○ 1/2" IRON REBAR W/PLASTIC CAP STAMPED "LANDESIGN" SET
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- O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
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- P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

NORTH

SCALE IN FEET

100 50 0 100

NUMBER	BEARING	DISTANCE
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L2	S70° 00'31"W (S70° 00'35"W)	17.27 (17.43')
L7	N09° 02'33"W	99.94'

NO.	Radius	Delta Angle	Length	Chord Bearing	Chord Length
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THIS SURVEY REFLECTS EASEMENTS AND MATTERS OF RECORD SHOWN FOR TRACT 3 IN COMMITMENT FOR TITLE G.F. NO. 201400181, EFFECTIVE MAY 21, 2015 ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY. NO ADDITIONAL RESEARCH WAS DONE BY LANDESIGN SERVICES FOR THE PURPOSE OF THIS SURVEY.

SCEDULE B ITEM 10 NOTES:

c. Utility pipeline easement to Leander Water Supply Corporation recorded in Volume 878, Page 126 of the Deed Records Williamson County Texas applies to TRACT 3. 15 foot easement is centered on pipeline when constructed - no visable evidence of pipeline found.

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THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1A, CONDITION II SURVEY.

FLOOD NOTE:
THIS TRACT IS IN ZONE X- AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN - ACCORDING TO MAP NO. 48491C0465E, PANEL 455 OF 750 REVISED SEPTEMBER 26, 2008 ISSUED BY FEMA FOR WILLIAMSON COUNTY, TEXAS.

BEARING BASIS: ALL BEARINGS ARE BASED ON GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE.

I HEREBY CERTIFY TO WEST TEXAS TRADING RETIREMENT, LTD, HERITAGE TITLE COMPANY OF AUSTIN, INC. AND FIRST AMERICAN TITLE INSURANCE COMPANY THAT THIS SURVEY WAS MADE ON THE GROUND ON THE PROPERTY SHOWN HEREON DURING JANUARY AND FEBRUARY, 2014 UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; AND THAT THERE ARE NO APPARENT ENCROACHMENTS, OVERLAPPING IMPROVEMENTS, DISCREPANCIES, DEED LINE CONFLICTS, VISIBLE UTILITY LINES, SHORTAGES IN AREA, OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON; AND THAT THIS PROPERTY ADJOINS A DEDICATED RIGHT-OF-WAY OR ACCESS EASEMENT AS SHOWN HEREON.

6/15/15

DAVID R. HARTMAN DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5264

STATE OF TEXAS REGISTERED DAVID R. HARTMAN 5264 PROFESSIONAL LAND SURVEYOR

SHEET 01 of 01

DRAWING NAME TRACT 3.DGN

PROJECT NAME: US 183 12 AC	
JOB NUMBER: 334-14-1	
DATE: 06-15-2015	SCALE: 1"= 100'
DRAWING FILE PATH: L:\TITTLE SURVEYS\US 183 12 AC\DGN\	
FIELDNOTE FILE PATH: L:\TITTLE SURVEYS\US 183 12 AC\FN\	
HFLS: DRH	TECH: HAS PARTYCHIEF: AG
CHECKED BY: JB	FIELDBOOKS: 228

LAND TITLE SURVEY A TRACT OF LAND OUT OF THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS

TRACT 3 - 4.152 ACRES OUT OF A CALLED 17.46 ACRE TRACT DESCRIBED IN DEED TO WEST TEXAS TRADING, LTD RECORDED IN VOLUME 2058, PAGE 119 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALL OF A CALLED 0.018 ACRE TRACT DESCRIBED IN DEED TO WEST TEXAS TRADING, LTD. RECORDED IN DOCUMENT NO. 200504933 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

LANDESIGN SERVICES, INC. EST. 2002

LANDESIGN SERVICES, INC.
512-218-7001
1220 MCNEIL ROAD, STE 200
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001400

4

ATTACHMENT 8

Bruce Nakfoor

9119 Spinning Leaf Cove

Austin, TX. 78735

512-656-6244

November 9, 2015

Robin Griffin

Leander Planning & Zoning

Re: Zoning Change R433105

Dear Robin,

Please consider this letter notifying you of my intent to request zoning change on behalf of the owner regarding the above referenced property. We are requesting GC-3 b. We consider this to be the highest and best use for the property.

Regards,

Bruce Nakfoor

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE PLANNED UNIT DEVELOPMENT KNOWN AS THE TRANSIT ORIENTED DEVELOPMENT DISTRICT FOR A PARCEL OF LAND BY CREATING THE TRIANGLE PLANNED UNIT DEVELOPMENT; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described herein after (the "Property"), which is located within the planned unit development known as the Transit Oriented Development District (the "TODD"), has requested that the Property be rezoned and a planned unit development plan (the "PUD plan") for the Triangle Planned Unit Development ("PUD") be adopted;

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

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

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

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

Section 2. Amendment of TODD Ordinance. Ordinance No. 14-042-00, as amended, the City of Leander TODD Ordinance, is hereby modified and amended for these Properties as set forth in Section 3.

Section 3. Applicability. The TODD Ordinance is hereby amended by creation of the Triangle PUD, which are herein referred to as the "Property," generally located south of the intersection of US 183 and 183A Toll Road, and more particularly described as follows: 4.152 acres out of the Charles Cochran Survey, Abstract Number 134, located in Leander, Williamson County, Texas, being more particularly shown and described in Exhibit "C"; and identified by tax identification number R433105; more particularly described in instrument number 1991028254 recorded in the Williamson County Official Public Records.

Section 4. Property Rezoned. The Property is zoned to the planned unit development district known as the Triangle PUD within the TODD. The Property shall be developed and occupied in compliance with the PUD plan attached hereto as Exhibits "A", "B", and "C", the Conventional Development Sector Standards of the Smart Code (defined in the TODD Ordinance) and as amended by the PUD, the Composite Zoning Ordinance, and other applicable regulations of the City.

Section 4. Recording Zoning Change. The City Council directs the City Secretary to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 17th day of December, 2015.
FINALLY PASSED AND APPROVED on this the 7th day of January, 2016.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary

EXHIBIT A

The Triangle Planned Unit Development

A. Purpose and Intent

The Triangle PUD is composed of approximately 4.654 acres, as described in Exhibit C (Field Notes). The development of this property is planned as a commercial development.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance and the Conventional Development (CD) Sector Standards, except as established in this exhibit, titled Exhibit A.

2. For the purpose of establishing development standards for the PUD, the GC-3-B (General Commercial) base zoning district has been selected from the Leander Composite Zoning Ordinance for the proposed commercial development.

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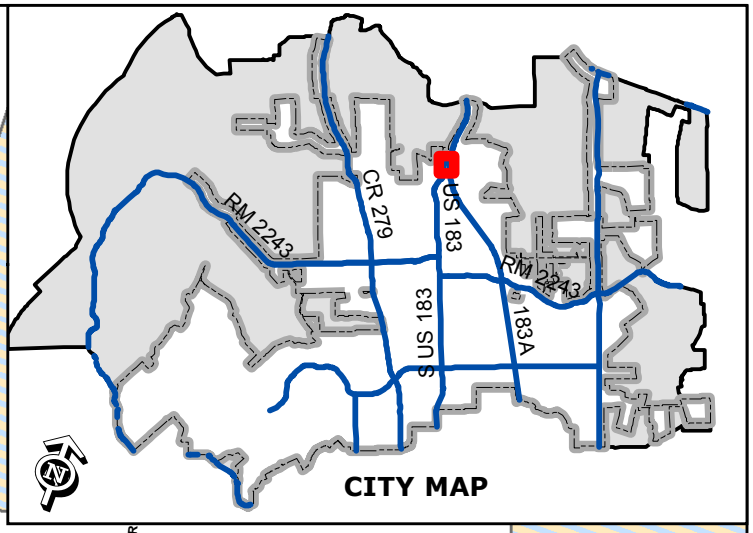

ZONING CASE 15-TOD-Z-035

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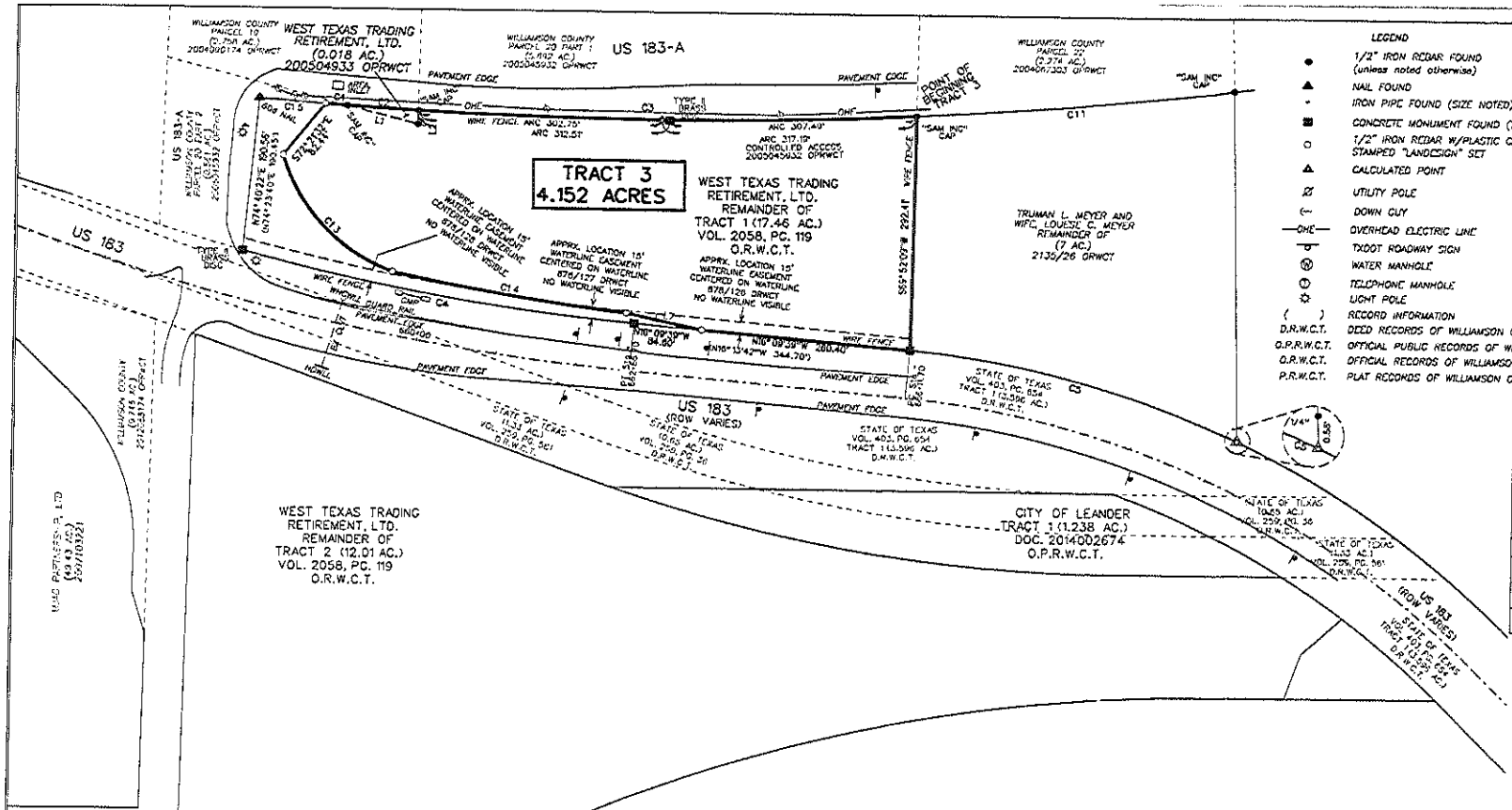

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6/15/15

DAVID R. HARTMAN DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5264

STATE OF TEXAS REGISTERED DAVID R. HARTMAN 5264 PROFESSIONAL LAND SURVEYOR

SHEET 01 of 01

DRAWING NAME TRACT 3.DGN

PROJECT NAME: US 183 12 AC	
JOB NUMBER: 334-14-1	
DATE: 06-15-2015	SCALE: 1"= 100'
DRAWING FILE PATH: L:\TITTLE SURVEYS\US 183 12 AC\DGN\	
FIELDNOTE FILE PATH: L:\TITTLE SURVEYS\US 183 12 AC\FN\	
HFLS: DRH	TECH: HAS PARTYCHIEF: AG
CHECKED BY: JB	FIELDBOOKS: 228

LAND TITLE SURVEY A TRACT OF LAND OUT OF THE WILLIAM MANSIL SURVEY, ABSTRACT NO. 437 IN WILLIAMSON COUNTY, TEXAS

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LANDESIGN SERVICES, INC. EST. 2002

LANDESIGN SERVICES, INC.
512-218-7001
1220 MCNEIL ROAD, STE 200
ROUND ROCK, TEXAS 78681
FIRM REGISTRATION NO. 10001400

15. Zoning Case 15-TOD-Z-035: Hold a public hearing and consider action on rezoning of one parcel of land generally located to the south of the intersection of US 183 and 183A Toll Road; 4.654 acres more or less; WCAD Parcel R433105. Currently, the property is zoned PUD/TOD (Planned Unit Development/Transit Oriented Development) and the applicant is proposing to amend the PUD to designate the base zoning district as GC-3-B (General Commercial) as permitted by the SmartCode, Leander, Williamson County, Texas. Applicant: Bruce Nakfoor on behalf of West Texas Trading Retirement, Ltd.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval of the amendment to the PUD with the base zoning district as GC-3-B (General Commercial) and the waivers listed in the analysis.

b) Applicant Presentation

Bruce Nakfoor, applicant, was present for questions.

c) Open Public Hearing

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

d) Close Public Hearing

Chairman Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve with staff recommendation to amend the PUD with a base zoning district of GC-3-B (General Commercial) and the request waivers. Commissioner Vice Chair Allen seconded the motion. Motion passed unanimously.

Meeting Adjourned at 9:15 p.m.

_____
Chairman Sokol

ATTEST:

_____
Ellen Pizalate, Secretary

AGENDA ITEM # 16

Executive Summary

December 17, 2015

Agenda Subject: Zoning & Subdivision Cases 15-Z-012, 15-CP-003, & 15-PP-007: Hold a public hearing and consider action on the rezoning and approval of the Bar W Commercial Concept Plan, Preliminary Plat, and PUD zoning for 49.737 acres, more or less, generally located to the southeast of the intersection of Ronald W Reagan Blvd and SH 29; WCAD Parcels R534768, R491376, R344166, R484168, R534750, and R328209. Currently, the property is zoned Interim Single-Family Rural (SFR-1-B). The applicant is proposing to zone the property to Planned Unit Development (PUD) with a base zoning district of GC-3-C (General Commercial), Leander, Williamson County, Texas.

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

Origination: Applicant: David Armbrust (Armbrust & Brown, PLLC) on behalf of Howard Barkley Wedemeyer and RR 29 Retail, LTD.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission recommended approval of staff recommendation with a 5 to 1 vote (Commissioner Hines opposing) at the December 10, 2015 meeting.

Attachments:

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

4. Location Map
5. Aerial Map
6. Proposed PUD Zoning, Concept Plan, & Preliminary Plat
7. Notification Map
8. Letter of Intent
9. Ordinance
10. Minutes-Planning & Zoning Commission December 10, 2015

Prepared By: Tom Yantis, AICP
Assistant City Manager 12/11/2015

PLANNING ANALYSIS

ZONING CASE 15-Z-012,
CONCEPT PLAN 15-CP-003, &
PRELIMINARY PLAT 15-PP-007

BAR W RANCH COMMERCIAL PUD

GENERAL INFORMATION

Owner: Howard Barkley Wedemeyer and RR 29 Retail, LTD.

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

Proposed Zoning: PUD (Planned Unit Development) with a base zoning district of GC-3-C

Size and Location: The property is generally located to the southeast of the intersection of Ronald W Reagan Blvd and SH 29 and includes approximately 49.737 acres.

Staff Contact: Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	OCL	Undeveloped Property
EAST	OCL	Large Lot Single-Family
SOUTH	OCL	Undeveloped Property
WEST	Interim SFR-1-B	Undeveloped Property – Proposed Wedemeyer Subdivision

COMPOSITE ZONING ORDINANCE & SMARTCODE INTENT STATEMENTS

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to allow for a cohesive development of a master planned commercial site which permits a commercial development located adjacent to intersection of SH 29 and Ronald W. Reagan Blvd. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

GC – GENERAL COMMERCIAL:

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

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

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

(1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.

(2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.

(3) This component is intended to be combined with LO, LC, GC, HC and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.

TYPE C (non-residential only):

Features: 35% masonry (60% street facing); 3 or more architectural features.

Intent:

(1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, HC and HI use components for intermediate quality development.

(2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.

(3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Position Leander as a destination for employers.
- Focus commercial growth in Activity, Community and Neighborhood Centers.
- Activity Centers are the shopping destinations within the community. They provide a wide range of commercial uses including restaurants and a mixture of big box (i.e., Target, Best Buy) and junior retail anchors (i.e., Ulta, PetSmart). Activity Centers should also be developed along an internal network of streets. Parking requirements should maximize land efficiency while encouraging pedestrian-oriented design.

ANALYSIS:

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

The properties to the north, east, and south are located outside of the City Limits. The property to the east is currently developed as large lot single family. The properties to the north, south, and west are undeveloped. The proposed Wedemeyer Subdivision is located on the west side of Ronald W. Reagan Blvd. This project includes ten commercial lots and one water quality/detention lot. Access will be provided from Ronald W. Reagan Blvd and SH 29, arterial class roadways.

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for a cohesive development of a master planned commercial site. The applicant is proposing the GC-3-C (General Commercial) district as the base zoning district. The GC use component allows for the development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. The heaviest concentration of this use component is intended to be located at the intersection of arterial roadways.

The requested Type 3 site component would permit outdoor fuel sales, limited outdoor storage and/or display, overhead doors, drive-through service lanes and carwashes. This use component is intended to be combined with the GC use component where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.

The Type C Architectural Component requires that at least 35% of all walls and at least 60% of the street facing walls are comprised of masonry. In addition, three architectural features are required for buildings less than 50,000 square feet. Buildings between 50,000 and 100,000 square feet are required to have five design features and buildings over 100,000 are required to have six design features. This architectural component is intended to be combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.

This application includes the following higher standards and waivers.

HIGHER STANDARDS	WAIVERS
COMPOSITE ZONING ORDINANCE	
All buildings will conform to a master architectural theme and utilize complementary building materials.	-
-	Classify the fuel station and carwash as primary buildings.
Provide hours of operation limits for the grocery or dry goods sales.	-
-	Allow for administrative approval of tree removal for trees less than 26 caliper inches.
-	Reduce the number of bicycle parking spaces.
-	Reduce the street and front setback for parking, aisle, and loading by 10 feet.
-	Remove the 10’ setback from ROW for drainage channels along SH 29.
LED lighting shall be utilized in compliance with the City’s light regulations.	-
The sidewalk along Ronald Reagan Blvd shall be completed along the entire frontage prior to the occupancy of the initial building.	-
-	Reduce the size of supporting columns from 8X8 square to 6X6.
SUBDIVISION ORDINANCE	
-	Increase the block length requirements.
-	Eliminate riparian corridor setbacks to allow stormwater to be channelized underground.
-	Reduce riparian corridor setbacks to 20' off the centerline of the creek.
SIGN ORDINANCE	
A master sign plan shall be prepared and all signs shall follow a consistent design theme.	-
Decrease the height of monument signs.	Increase height, sign area and number of pylon signs.
-	Allow electronic signs for fuel pricing on pylons (currently only allowed on monuments).
-	Increase the size of wall signs.

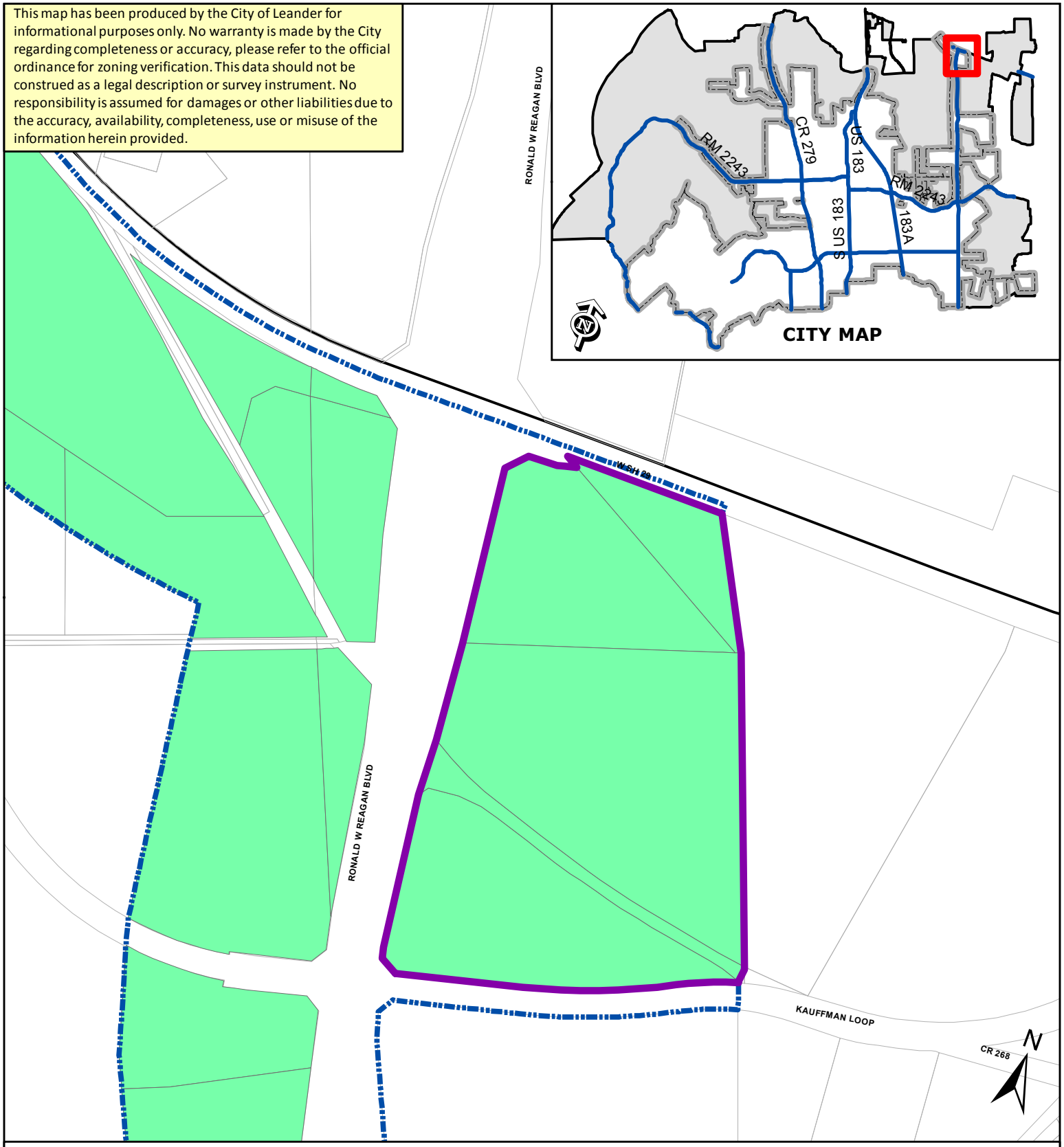
This property is located within an Activity Center as identified by the Future Land Use Map in the Comprehensive Plan. Activity Centers are regional shopping destinations within the community that provide a range of larger scale commercial uses. These centers can include big box stores, retail anchors and a mix of commercial uses such as restaurants and retail. These centers serve larger populations and can include up to 400,000 square feet of commercial space that can serve an area with a six mile range.

STAFF RECOMMENDATION:

Staff recommends approval of the requested PUD, Concept Plan, and Preliminary Plat.

The proposed PUD promotes a cohesive master planned commercial development that will include a master architectural theme and complementary building materials. This project is located at the intersection of two arterials and is the appropriate location for the GC (General Commercial) use component. In addition, the proposed waivers are balanced by the proposed higher standards and will provide for a high quality end product.

This application effectively utilizes composite zoning to incorporate a master planned commercial development while maintaining high form standards. The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.



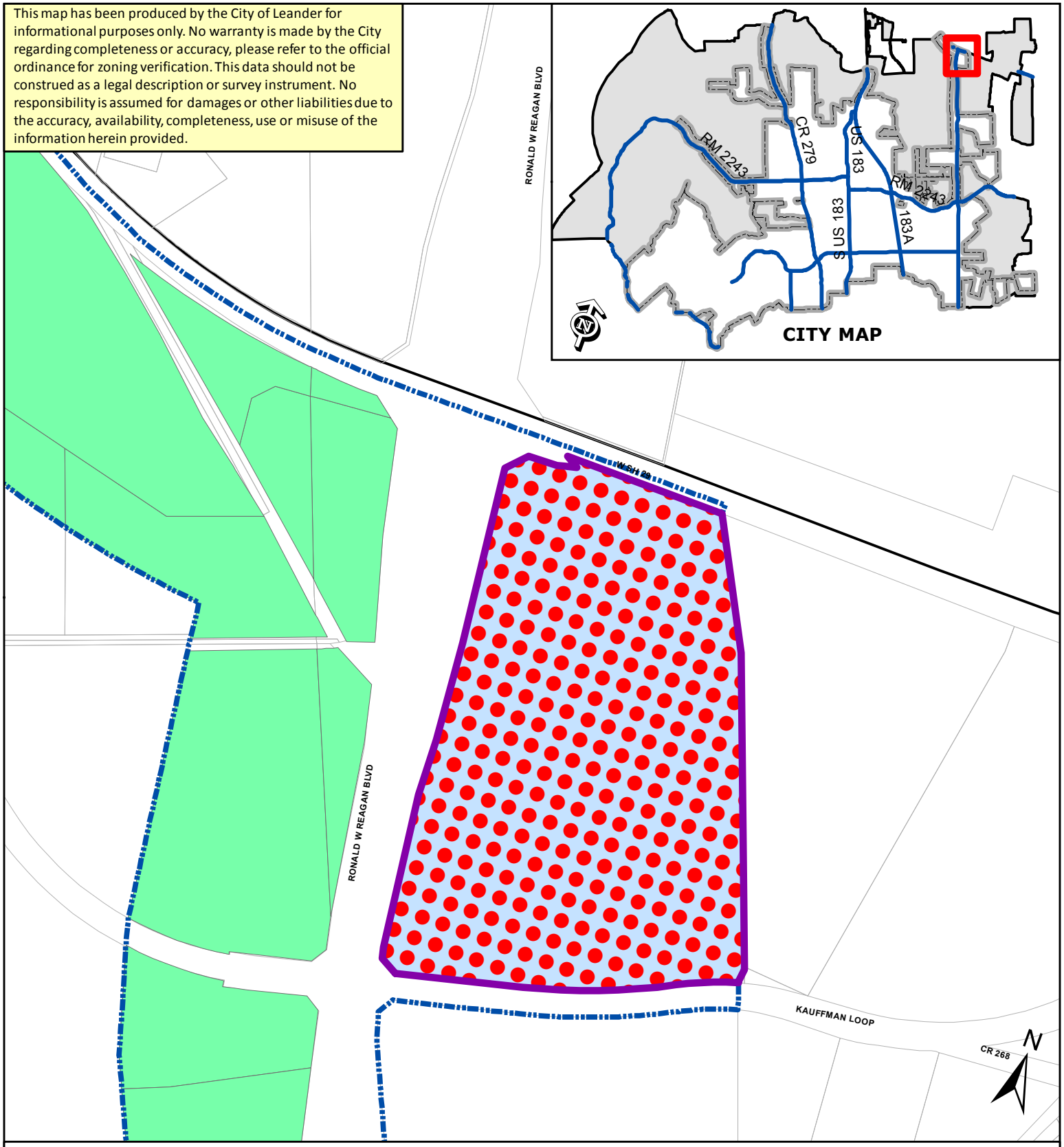
ZONING CASE 15-Z-012 Attachment #2

Current Zoning Map - Bar W Comm PUD

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

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

0 200
Feet



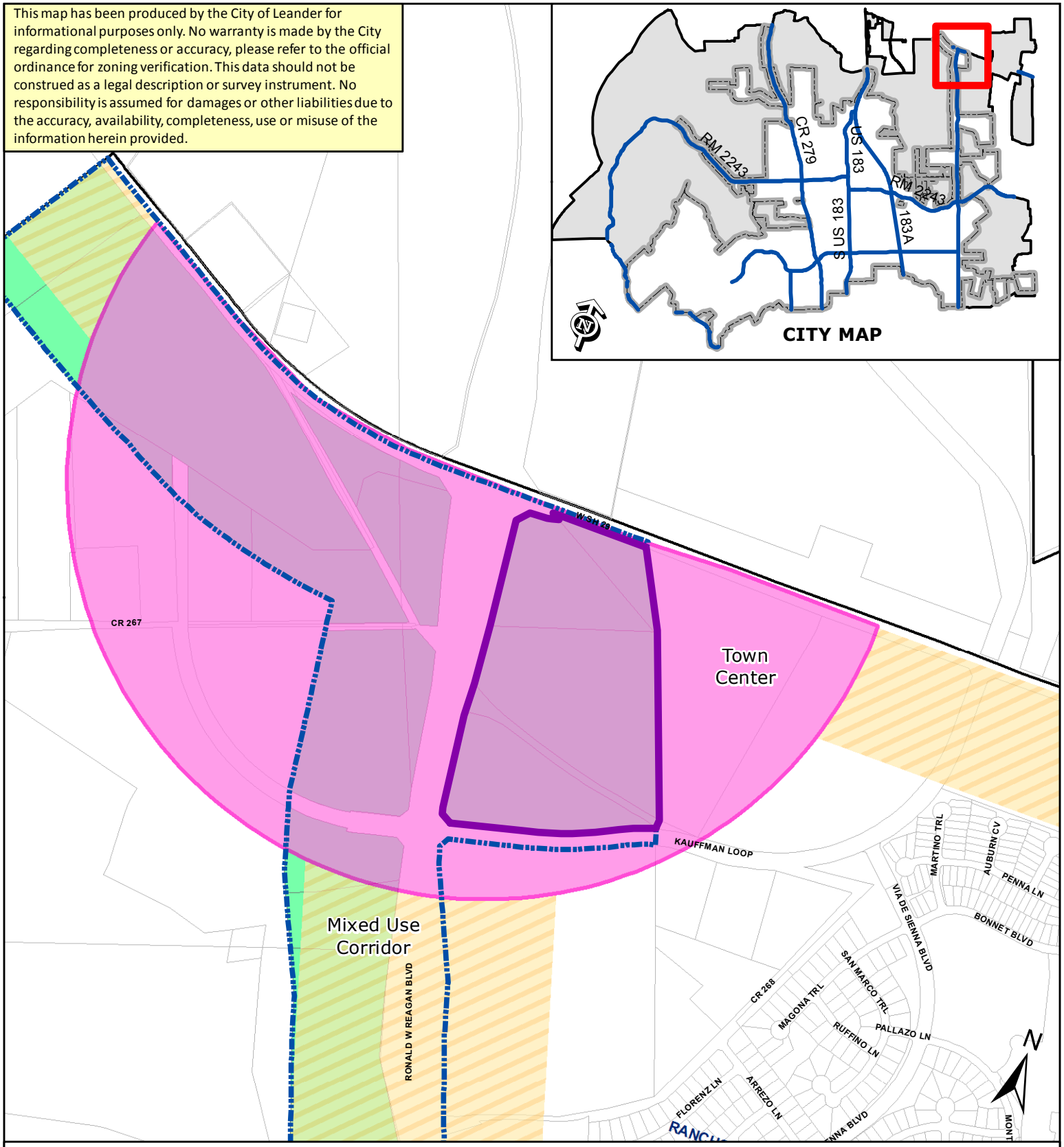
ZONING CASE 15-Z-012 Attachment #3

Proposed Zoning Map - Bar W Comm PUD

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

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

0 200
Feet



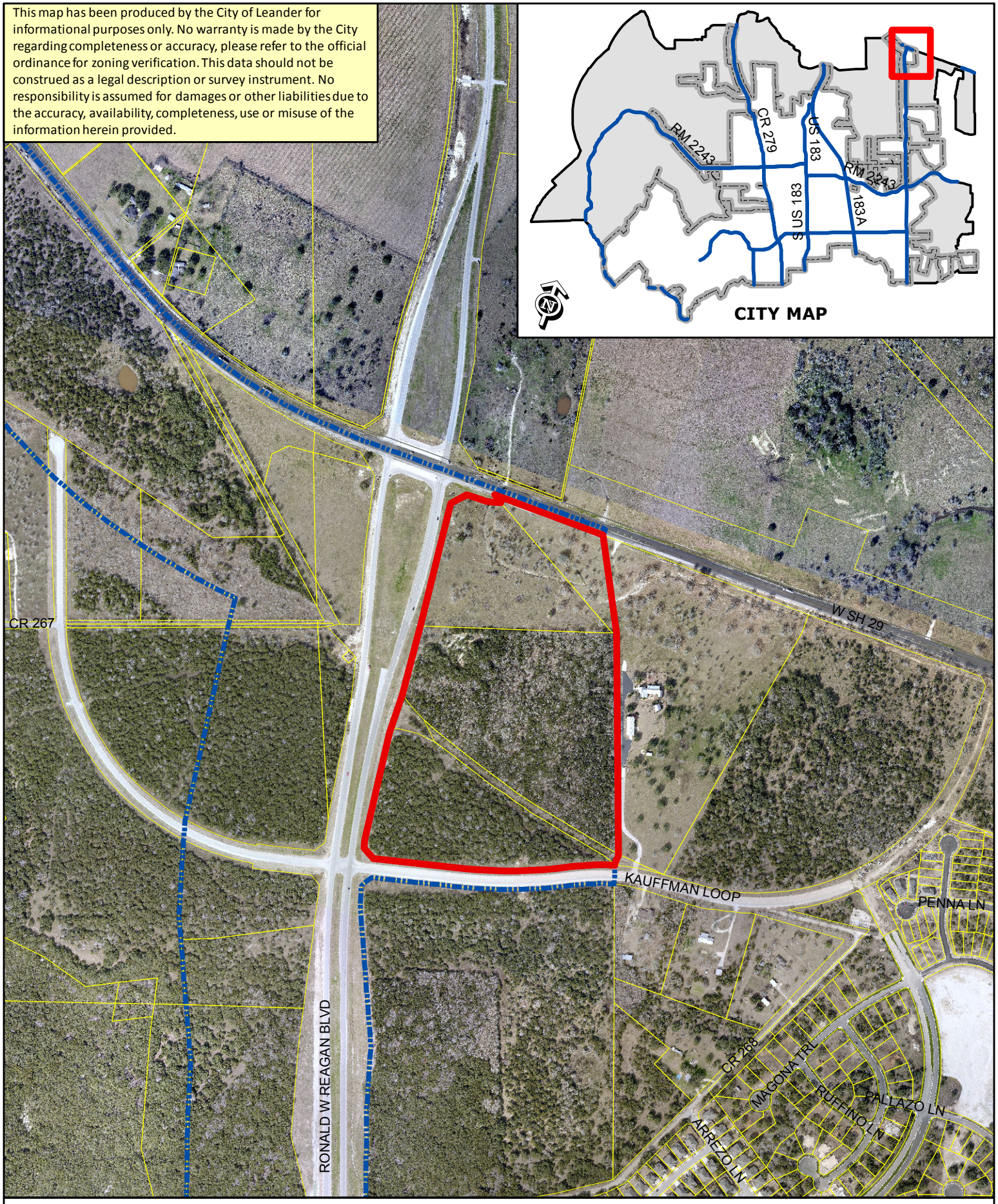
ZONING CASE 15-Z-012 Attachment #4

Location Map - Bar W Comm PUD

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

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

0 200
Feet



ZONING CASE 15-Z-012 Attachment #5

Aerial Exhibit - Approximate Boundaries
Bar W Commercial PUD

0 200
Feet

Subject Property
City Limits

EXHIBIT "A"

Bar W Ranch Commercial Planned Unit Development

I. Purpose and Intent

A. The Bar W Ranch Commercial PUD (the "PUD") consists of approximately 49.737 acres (the "Property" and shown in Exhibit "C") located in Leander, Williamson County, Texas, attached to this PUD ordinance. The PUD shall be developed as a Class "A" quality retail center with consistent and compatible architectural, landscaping and signage standards throughout the project. A Class "A" retail center is commonly known to include new buildings with modern infrastructure located in prime locations with good access and professionally managed. Development of the PUD is expected to add significant new tax revenues to the City's tax base, create jobs and stimulate the overall local economy. The PUD will encourage comprehensive master-planning of the Property and result in a high-quality project.

B. The PUD's purpose and intent is to create unified development standards for the Property.

C. Except as otherwise provided in this PUD ordinance, the Property and PUD shall be governed by the ordinances of the City of Leander (the "City Code"). This PUD ordinance is intended to supersede the City Code. In the case that this PUD ordinance does not address a specific City requirement, the City Code shall apply. In the event of a conflict between this PUD ordinance and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD ordinance shall control. Any capitalized terms used but not defined shall have the meanings ascribed to them in the City Code.

D. The zoning for the Property shall be PUD, with a base zoning district of GC-3-C (General Commercial). The base zoning district including the development standards and regulations set forth in this PUD are hereby approved as well; provided that no final plat for development of the Property in accordance with this PUD will be approved, no subdivision construction permits or site development construction permits for construction under any construction plans approved under this PUD will be issued, and no development of the Property under this PUD will occur unless and until a copy of a recorded deed showing the applicant for the final plat as the owner of the Property (the "Deed") is submitted to the City, and provided further that the Deed and a final plat application for development of the Property in accordance with this PUD (the "Final Plat Application") must be submitted to the City prior to April 30, 2017. If (i) the Deed and the Final Plat Application are not submitted to the City prior to April 30, 2017, or (ii) prior to April 30, 2017, the owner of the Property submits a written notice to the City that the owner elects to develop the Property under GC-3-C zoning standards only this PUD will be terminated, then this PUD will expire; any concept plans, preliminary plats, and construction plans approved by the City for development of the Property in accordance with this PUD and the related development applications will expire; and the development of the Property thereafter shall comply with the GC-3-C zoning district regulations and any other applicable City regulations. The owner of the Property may submit a new zoning application for the Property at any time.

II. Applicability

The zoning for the Property shall be PUD, with a base zoning district of GC-3-C (General Commercial).

III. Conceptual Site Layout and Land Use Plan

Exhibit "B" attached is a conceptual development plan intended to visually convey the general layout for the Bar W Ranch Commercial Development. The design is not final, and is subject to refinement during the platting and site planning stages. A more detailed conceptual site plan will be submitted to the City with the site plan application. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

IV. Use Standards

A. Standards required for uses listed within Article IV of the City's Composite Zoning Ordinance apply, except for accessory buildings and for the purpose of these sections the fuel station and car wash building shall be considered primary buildings and not accessory buildings/structures.

B. The hours of operation for any grocery or dry goods sales shall be allowed to operate between 5:00 am and 1:00 am seven (7) days a week. The fuel pumps and car wash shall be allowed to operate twenty-four (24) hours a day, seven (7) days a week.

V. Site Components

A. Article V, Section 3, Type 3 (b) (2) of the City's Composite Zoning Ordinance is amended as follows.

1. Commercial fueling and washing of vehicles facilities shall be permitted in the PUD without regard of the number or distance from any other outdoor commercial fueling and washing of vehicles facilities located in the vicinity of the PUD. City approval of the PUD shall serve as the reservation and/or designation of a vehicle washing and fueling facility within the PUD.

VI. Site Standards

Site standards will comply with Article VI of the City's Composite Zoning Ordinance, except as amended below.

A. **Landscaping**.

1. **Landscape Area**. Article VI, Section 1 (b) (9) (iii) of the City's Composite Zoning Ordinance is amended as follows. The PUD shall include landscaping of a minimum of fifteen percent (15%) based on the overall area of the Property. The Property may be subdivided into multiple lots but the landscaping requirements shall be reviewed based on the overall Property.

2. **Trees**. Article VI, Section 1 (c) of the City's Composite Zoning Ordinance is amended as follows. Trees twenty-six caliper inches (26") and larger must be reviewed by the Planning & Zoning Commission and receive City Council approval

for removal. Trees less than twenty-six caliper inches (26") may be removed with administrative approval.

3. **Screening**. Article VI, Section 1 (d)(1)(iii) of the City's Composite Zoning Ordinance is amended as follows. All ponds shall be landscaped and a landscape plan shall be included with the submittal of the site development permit application. A wet pond shall not require screening to shield it from view so long as there are earthen materials utilized around the perimeter of such pond(s). Any pond located within the PUD that requires fencing around the perimeter shall require screening that is in accordance with City Code and the PUD

B. **Parking**. Article VI, Section 3 (a) of the City's Composite Zoning Ordinance is amended as follows. The parking requirement within the PUD shall be calculated as one Mixed Use Retail center with a minimum parking ratio of one (1) space per two hundred twenty five (225) square feet. This parking ratio shall be used throughout the PUD, regardless of the location or use of the individual lots. The parking spaces shall be shared between all development within the PUD.

C. **Bicycle parking slots**. Article VI, Section 3 (d) of the City's Composite Zoning Ordinance is amended as follows. Bicycle parking slots shall be provided within the PUD at a rate of not less than one slot per sixty (60) parking spaces. The bicycle parking slots shall be located within the PUD at the discretion of the developer.

D. **Setbacks**. Article VI, Section 6 (a) of the City's Composite Zoning Ordinance is amended as follows. The minimum setbacks for parking, aisle, and loading are:

	Setback
Front	10'
Side	5'
Street Side	10'

E. **Detention and drainage channel facilities**. The PUD is exempt from Article VI, Section 7 (b) (2) of the City's Composite Zoning Ordinance regarding the ten (10') foot setback for drainage channel facilities from the ROW as depicted on Exhibit "B".

F. **Outdoor Lighting**. Article VI, Section 12 (a, c) of the City's Composite Zoning Ordinance is amended as follows. The lighting level at the PUD boundary shall average no more than 1.0 foot-candle. LED type lighting shall be used for parking lot areas.

G. **Sidewalks**. Prior to occupancy of the initial building(s) within the PUD, the sidewalk adjacent to Ronald Reagan Boulevard shall be constructed along the entire frontage as depicted on Exhibit "B".

VII. Architectural Component

Article VII, Section 3 (b) (2) of the City's Composite Zoning Ordinance is amended as follows. Openings in the front façade which lead into a vestibule which is not conditioned space shall count towards the minimum percentage of window and door openings.

VIII. Architectural Standards

All of the buildings in the PUD shall consist of a central architectural theme and utilize complementary building materials. This materials palette and architectural theme shall be submitted with the first site development permit application. Development of the PUD shall comply with the Architectural Standards of the City's Composite Zoning Ordinance, unless otherwise specified below.

A. **Building over lot lines**. Article VIII, Section 4 of the City's Composite Zoning Ordinance is amended as follows. A building or structure may be constructed over lot lines if the lots are owned by the same owner, or a recorded maintenance and use agreement is in place between multiple owners.

B. **Supporting Columns**. Article VIII, Section 5 (g) of the City's Composite Zoning Ordinance is amended as follows. Supporting columns on the front of the structures may be constructed of exposed steel, clay brick, ledge stone, field stone, native stone, stucco, cementitious fiber planking or panel, aluminum, solid cedar, stripped cedar posts (sealed for protection), solid redwood, or similar materials and not less than six inches by six inches (6"x6") square.

IX. Subdivision Regulations

Development of the PUD will comply with the City's Subdivision Regulations, as modified below:

A. **Blocks and lots**. Section 45 (a) (3) of the City's Subdivision Ordinance is amended as follows. Blocks along arterial streets and blocks containing or proposed to contain primarily commercial or industrial uses shall not exceed a perimeter length of six thousand five hundred (6,500) feet.

B. **Riparian Zones.** Section 49 of the City's Subdivision Ordinance is amended as follows and depicted on Exhibit "B".

1. If any on-site stormwater flows are channeled underground, no riparian corridor setback from the centerline of the applicable creek or swale is required.

2. If any off-site stormwater flows are channeled in an open channel, then a minimum twenty foot (20') riparian corridor setback from the centerline of the applicable creek or swale is required.

X. Signs

As it pertains to the number and size of signs the City's sign ordinance shall be modified with the standards listed below. In the event of a conflict between the City's sign ordinance and this PUD ordinance, this PUD ordinance shall control. Owner shall submit a master sign plan to the City, in accordance with the PUD regulations, in conjunction with the first site development permit application. All of the signs within the PUD shall contain a consistent design theme comprised of materials consistent with the master materials palette and architectural theme as described in Article VIII.

A. Pylon ("A") signs.

1. Two twenty-five foot (25') high pylon signs are allowed.

2. Each pylon sign may allow up to two hundred (200) square feet of sign area and allow for multiple tenants to be shown on each sign.

B. Pylon ("B") sign.

1. One fifteen foot (15') freestanding sign is allowed.

2. The freestanding sign may include up to seventy-five (75) square feet of sign area.

3. The Pylon B freestanding sign may incorporate a fuel pricing electronic sign of up to fifty (50) square feet of sign area.

C. Monument signs.

1. Nine (9) monument signs are allowed and each is intended for a single tenant.

2. Each monument sign may be up to five feet (5') tall.

3. The monument signs may include up to forty (40) square feet of sign area.

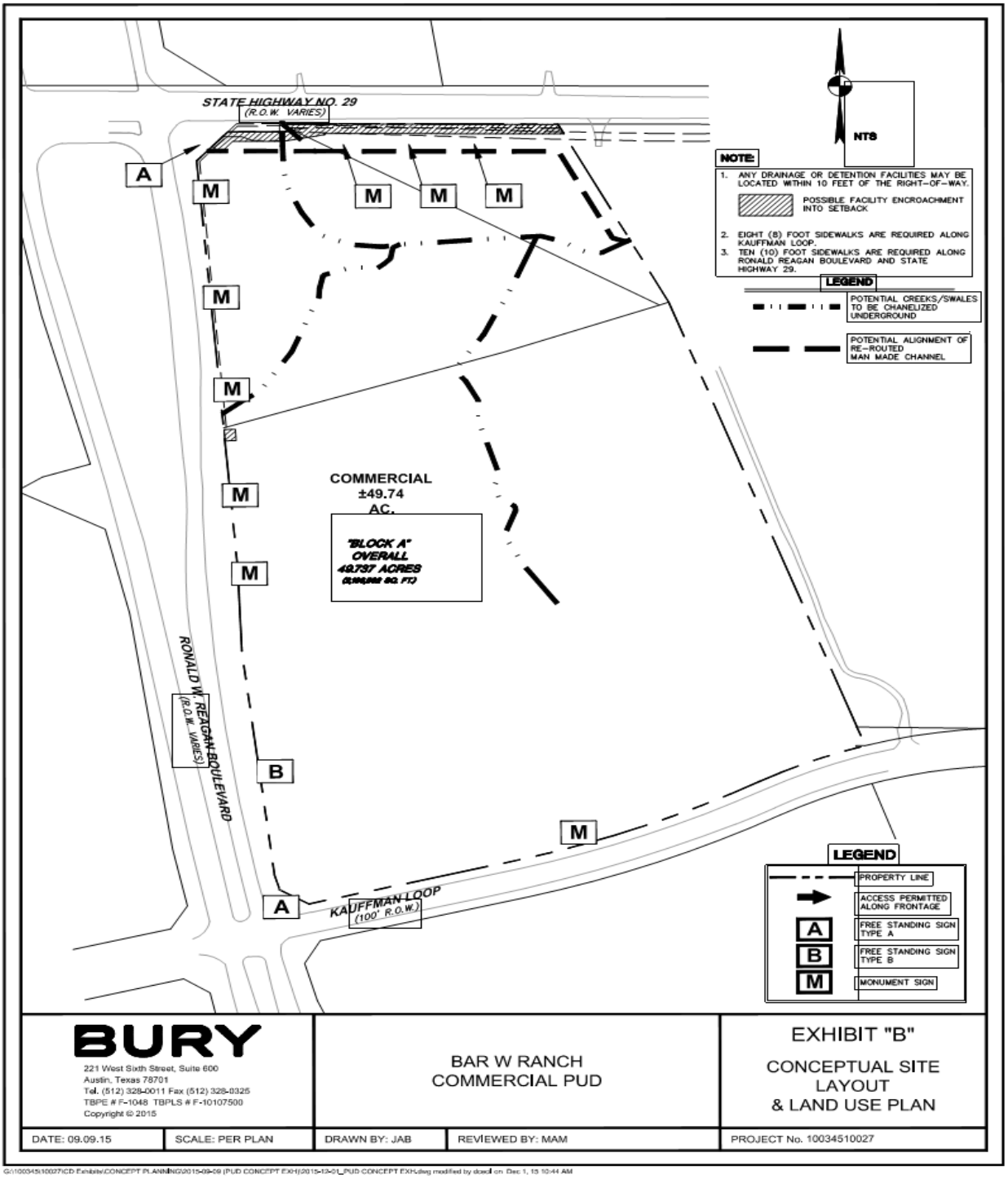
D. The structure of all signs shall incorporate complementary materials to the materials listed in the master materials palette and architectural theme as described in Article VIII used for the buildings. Sign permits in compliance with the PUD may be administratively approved by the City. E. All signs may include lighting in compliance with the City Code.

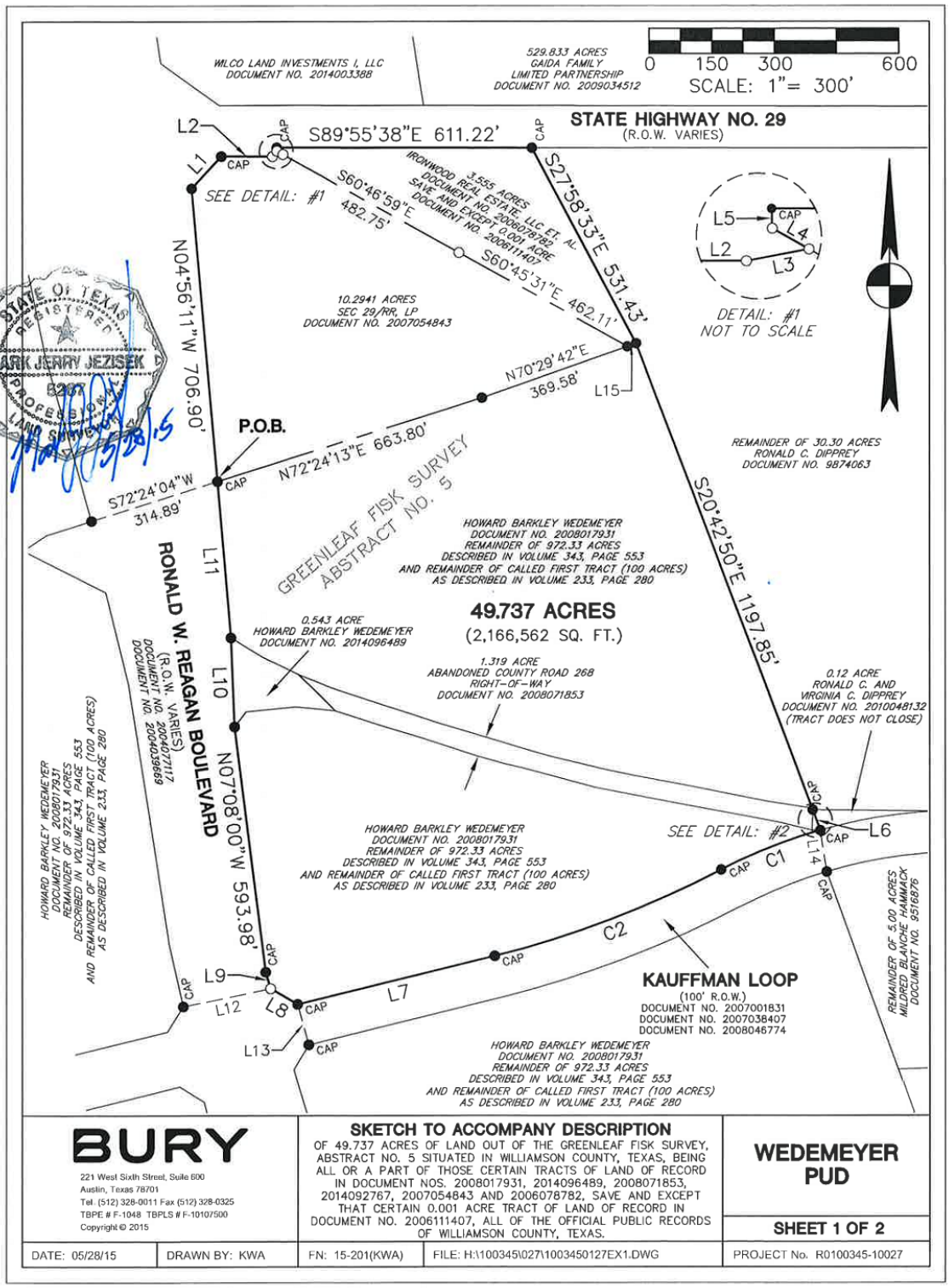
F. Wall signs. Buildings exceeding fifty thousand (50,000) square feet shall be permitted to display signage on the façade of the building at a rate of two (2) square feet of sign area for every one (1) foot of primary building facade frontage. The City's maximum of two hundred (200) square feet of sign area shall not apply for such buildings located within the PUD.

G. The location of the signs shall generally comply with Exhibit B.

EXHIBIT "B"

Conceptual Site Layout and Land Use Plan





BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
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SKETCH TO ACCOMPANY DESCRIPTION

OF 49.737 ACRES OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OR A PART OF THOSE CERTAIN TRACTS OF LAND OF RECORD IN DOCUMENT NOS. 2008017931, 2014096489, 2008071853, 2014092767, 2007054843 AND 2006078782, SAVE AND EXCEPT THAT CERTAIN 0.001 ACRE TRACT OF LAND OF RECORD IN DOCUMENT NO. 2006111407, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

WEDEMEYER PUD

SHEET 1 OF 2

DATE: 05/28/15	DRAWN BY: KWA	FN: 15-201(KWA)	FILE: H:\100345\027\1003450127EX1.DWG	PROJECT No. R0100345-10027

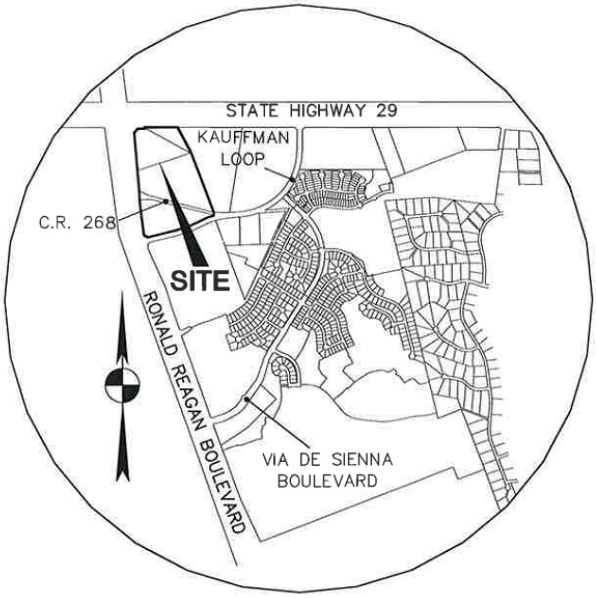
H:\100345\027\1003450127EX1.dwg Jun 1, 15 9:15 AM by: mjezisek

LEGEND

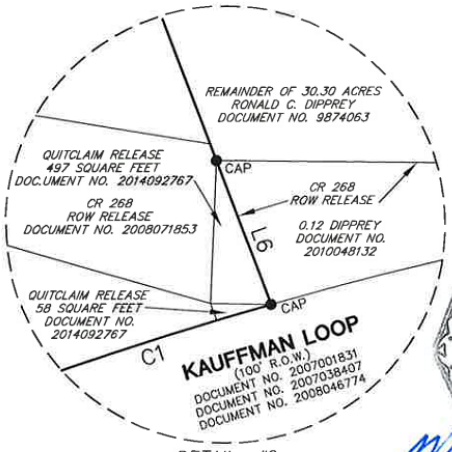
- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD WITH "BURY" CAP SET
- P.O.B. POINT OF BEGINNING

BEARING BASIS NOTE:

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



VICINITY MAP
N.T.S.



DETAIL: #2
NOT TO SCALE

STATE OF TEXAS REGISTERED MARK JERRY JEZISEK 5267 PROFESSIONAL LAND SURVEYOR

5/28/15

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N42°29'10"E	104.00'
L2	S89°53'11"E	122.01'
L3	N79°21'29"E	25.58'
L4	N60°46'59"W	16.99'
L5	N1°06'29"W	7.92'
L6	S20°31'14"E	52.33'
L7	S76°13'11"W	484.77'
L8	N60°02'32"W	75.35'
L9	N16°16'06"W	41.06'
L10	N2°20'37"W	213.68'
L11	N4°52'38"W	376.76'
L12	S78°16'03"W	212.04'
L13	S15°07'36"E	100.52'
L14	S8°50'55"E	100.65'
L15	N70°22'19"E	22.26'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	256.78'	1250.00'	11°46'11"	S68°18'12"W	256.32'
C2	583.29'	2500.00'	13°22'05"	S69°08'28"W	581.96'

BURY

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Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
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SKETCH TO ACCOMPANY DESCRIPTION

OF 49.737 ACRES OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OR A PART OF THOSE CERTAIN TRACTS OF LAND OF RECORD IN DOCUMENT NOS. 2008017931, 2014096489, 2008071853, 2014092767, 2007054843 AND 2006078782, SAVE AND EXCEPT THAT CERTAIN 0.001 ACRE TRACT OF LAND OF RECORD IN DOCUMENT NO. 2006111407, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

WEDEMEYER PUD

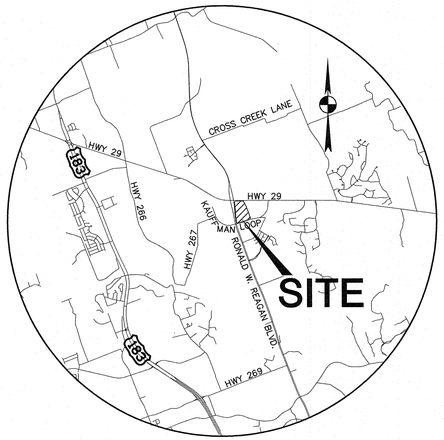
SHEET 2 OF 2

DATE: 05/28/15	DRAWN BY: KWA	FN: 15-201(KWA)	FILE: H:\100345\027\1003450127EX1.DWG	PROJECT No. R0100345-10027

H:\100345\027\1003450127EX1.dwg Jun 1, 15 9:16 AM by: mjezisek

EXHIBIT "D"

Concept Plan & Preliminary Plat



VICINITY MAP

N.T.S.

CONCEPT PLAN & PRELIMINARY PLAT

FOR

BAR W RANCH COMMERCIAL

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	CONCEPT PLAN
3	PRELIMINARY PLAT
4	EXISTING ONSITE DRAINAGE AREA MAP
5	EXISTING OFFSITE DRAINAGE AREA MAP
6	UTILITY PLAN
7	OVERALL TREE PROTECTION PLAN
8	TREE PROTECTION PLAN A
9	TREE PROTECTION PLAN B
10	TREE PROTECTION PLAN C
11	TREE PROTECTION PLAN D
12	TREE LIST

DEVELOPER: BARSHOP & OLES COMPANY
801 CONGRESS AVENUE, #300
AUSTIN, TX 75701
(512) 477-1212

OWNER: RR 29 RETAIL, LTD.
801 CONGRESS AVENUE, #300
AUSTIN, TX 78701
(512) 477-1212

ENGINEER/ SURVEYOR: BURY-AUS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

OWNER: HOWARD BARKLEY WEDEMEYER
5773 WOODWAY #207
HOUSTON, TX 77057
(713) 816-5874

WATERSHED STATUS:

THIS SITE IS IN THE MIDDLE FORK OF THE SAN GABRIEL RIVER WATERSHED.
THIS SITE IS LOCATED OVER THE TCEQ EDWARDS AQUIFER RECHARGE ZONE.

FLOODPLAIN INFORMATION:

THERE ARE NO IDENTIFIED FLOOD HAZARD AREAS IN THE PLANNED AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (FIRM) NO. 48491C0275E, DATED SEPTEMBER 26, 2008.

LEGAL DESCRIPTION:

49.737 ACRES OF LAND OUT OF THE GREENLEAF FISK SURVEY ABSTRACT NO. 5, SITUATED AT THE SOUTHEASTERLY CORNER OF THE INTERSECTION OF STATE HIGHWAY 29 AND RONALD REAGAN BOULEVARD IN WILLIAMSON COUNTY, TEXAS.

BENCHMARK NOTE:

ELEVATIONS HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK AT THE TIME OF THIS SURVEY.

TBM 100: 1/2" IRON ROD WITH RED CAP IN BETWEEN RONALD REAGAN BOULEVARD FRONTAGE ROADS AT NORTH SIDE OF INTERSECTION WITH KAUFFMAN LOOP. ELEV=1027.30'

TBM 102: PK NAIL WITH WASHER SET NEAR EDGE OF ASPHALT ON SOUTH SIDE OF KAUFFMAN LOOP, ACROSS THE STREET FROM SOUTHEAST CORNER OF SITE, ±200' WEST OF A DRIVEWAY. ELEV=1015.62'

TBM 103: PK NAIL WITH WASHER SET NEAR EDGE OF CULVERT ON THE WEST SIDE OF DRIVEWAY ON SOUTH SIDE OF KAUFFMAN LOOP, ACROSS THE STREET FROM GATE IN SOUTH LINE OF SITE. ELEV=1018.29'

TBM 104: PK NAIL WITH WASHER SET IN PAVEMENT ±1' EAST OF EDGE OF SHOULDER ON WEST SIDE OF NORTHBOUND RONALD REAGAN BOULEVARD, ±110' SOUTH OF END OF SHOULDER. ELEV=1005.55'

TBM 200: PK NAIL WITH WASHER SET IN CONCRETE U-TURN MEDIAN ON SOUTH SIDE OF STATE HIGHWAY 29 AND WEST SIDE OF NORTHBOUND FRONTAGE ROAD ON RONALD REAGAN BLVD. ELEV=994.27'

TBM 201: PALUMINUM DISK IN CONCRETE FOUND ON SOUTH SIDE OF STATE HIGHWAY 29, ON EAST SIDE OF DRIVEWAY LOCATED JUST EAST OF THE NORTHEASTERLY CORNER OF SITE. ELEV=978.82'

NOTE: CONTRACTOR TO VERIFY BENCHMARK LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

ADDRESS : S.H. 29 AND RONALD REAGAN BLVD
LEANDER, WILLIAMSON COUNTY, TX 78628

SUBMITTAL DATE : JUNE 9, 2015

SUBMITTED BY : 11/13/15 DATE

MEGAN A. MEYER, P.E.
BURY-AUS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

STATE OF TEXAS
MEGAN A. MEYER
106173
LICENSED
PROFESSIONAL ENGINEER

PLAN SUBMITTALS:

NO.	DATE	COMMENTS

I, MEGAN A. MEYER, P.E., CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

FILE: G:\100345\10027\CD DWG\100345027CVR01.dwg

GENERAL NOTES:

1. THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CURRENT CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS.
2. A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION OF ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES, OR OTHER PROVIDERS AS APPROVED BY CITY OF LEANDER.
4. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF LEANDER.
6. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
7. BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH PUD NO. _____, OR THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER.
8. SIDEWALKS TO BE INSTALLED PER THE APPROVED PUD DOCUMENT ASSOCIATED WITH THIS SUBDIVISION.
9. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.
10. ALL DRIVE LANES, FIRE LANES, AND DRIVEWAYS WITHIN THIS SUBDIVISION SHALL PROVIDE FOR RECIPROCAL ACCESS FOR INGRESS AND EGRESS TO ALL OTHER LOTS WITHIN THE SUBDIVISION AND TO ADJACENT PROPERTIES.
11. BASED ON CITY TRANSPORTATION PLAN AND EXISTING ROADWAY CONDITIONS, ROADWAY ADEQUACY FEES ARE NOT REQUIRED.
12. THE TIA, DATED 11/16/2015, HAS BEEN COMPLETED FOR THE OVERALL DEVELOPMENT OF THE BAR W RANCH COMMERCIAL PROPERTY. THE TIA HAS OUTLINED THE IMPROVEMENTS LISTED BELOW FOR TWO (2) CONDITIONS. CONDITION 1 IMPROVEMENTS ARE RECOMMENDED IF STATE HIGHWAY (SH) 29 IS IMPROVED. CONDITION 2 IMPROVEMENTS ARE RECOMMENDED IF SH 29 IS NOT IMPROVED. AT THE TIME OF SITE PLAN APPLICATION FOR THE BAR W RANCH COMMERCIAL PROPERTY, OR A SUBSECTION THEREIN, THE TIA AND THE CORRESPONDING IMPROVEMENTS SHALL BE UPDATED TO REFLECT CURRENT CONDITIONS. ANY CHANGES TO THE TIA AND CORRESPONDING IMPROVEMENTS WILL TAKE PRECEDENT OVER WHAT IS LISTED BELOW.

CONDITION 1 IMPROVEMENTS

INTERSECTION	IMPROVEMENTS
KAUFFMAN LOOP & RONALD REAGAN BLVD	SIGNAL INSTALLATION
KAUFFMAN LOOP & SH 29	SIGNAL INSTALLATION
DRIVEWAY A	DECELERATION LANE
DRIVEWAY D	DECELERATION LANE
DRIVEWAY E	DECELERATION LANE
DRIVEWAY F	DECELERATION LANE
DRIVEWAY G	DECELERATION LANE

CONDITION 2 IMPROVEMENTS

INTERSECTION	IMPROVEMENTS
KAUFFMAN LOOP & RONALD REAGAN BLVD	SIGNAL INSTALLATION
KAUFFMAN LOOP & SH 29	SIGNAL INSTALLATION
KAUFFMAN LOOP & SH 29	DUAL LEFT TURN BAY AT WB APPROACH
DRIVEWAY A	DECELERATION LANE
DRIVEWAY D	DECELERATION LANE
DRIVEWAY E	DECELERATION LANE
DRIVEWAY F	DECELERATION LANE
DRIVEWAY G	DECELERATION LANE

TITLE COMMITMENT NOTE:

ONLY THOSE EASEMENTS LISTED IN THE FOLLOWING TITLE COMMITMENTS: GRACY TITLE, A STEWART COMPANY TITLE COMMITMENT G.F. NO. 01247-26374, EFFECTIVE DATE DECEMBER 8, 2014;HERITAGE TITLE COMPANY OF AUSTIN, INC. TITLE COMMITMENT G.F. NO. 201500778A, EFFECTIVE DATE OF MAY 21, 2015; HERITAGE TITLE COMPANY OF AUSTIN, INC. TITLE COMMITMENT G.F. NO. 201500778, EFFECTIVE DATE OF MAY 21, 2015; WERE CONSIDERED FOR THIS SURVEY. NO OTHER RESEARCH WAS PERFORMED BY BURY-AUS, INC.

SURVEYOR'S CERTIFICATION

I, MARK JEZISEK, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY CERTIFY THIS PRELIMINARY PLAT WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

11/13/15

MARK JEZISEK, R.P.L.S.
TEXAS REGISTRATION NO. 5267
BURY-AUS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
REGISTERED
MARK JERRY JEZISEK
5267
PROFESSIONAL
LAND SURVEYOR

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

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BURY-AUS, INC. DATE
QA/QC REVIEW APPROVAL

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

811 Know what's below. Call before you dig.

BAR W RANCH COMMERCIAL

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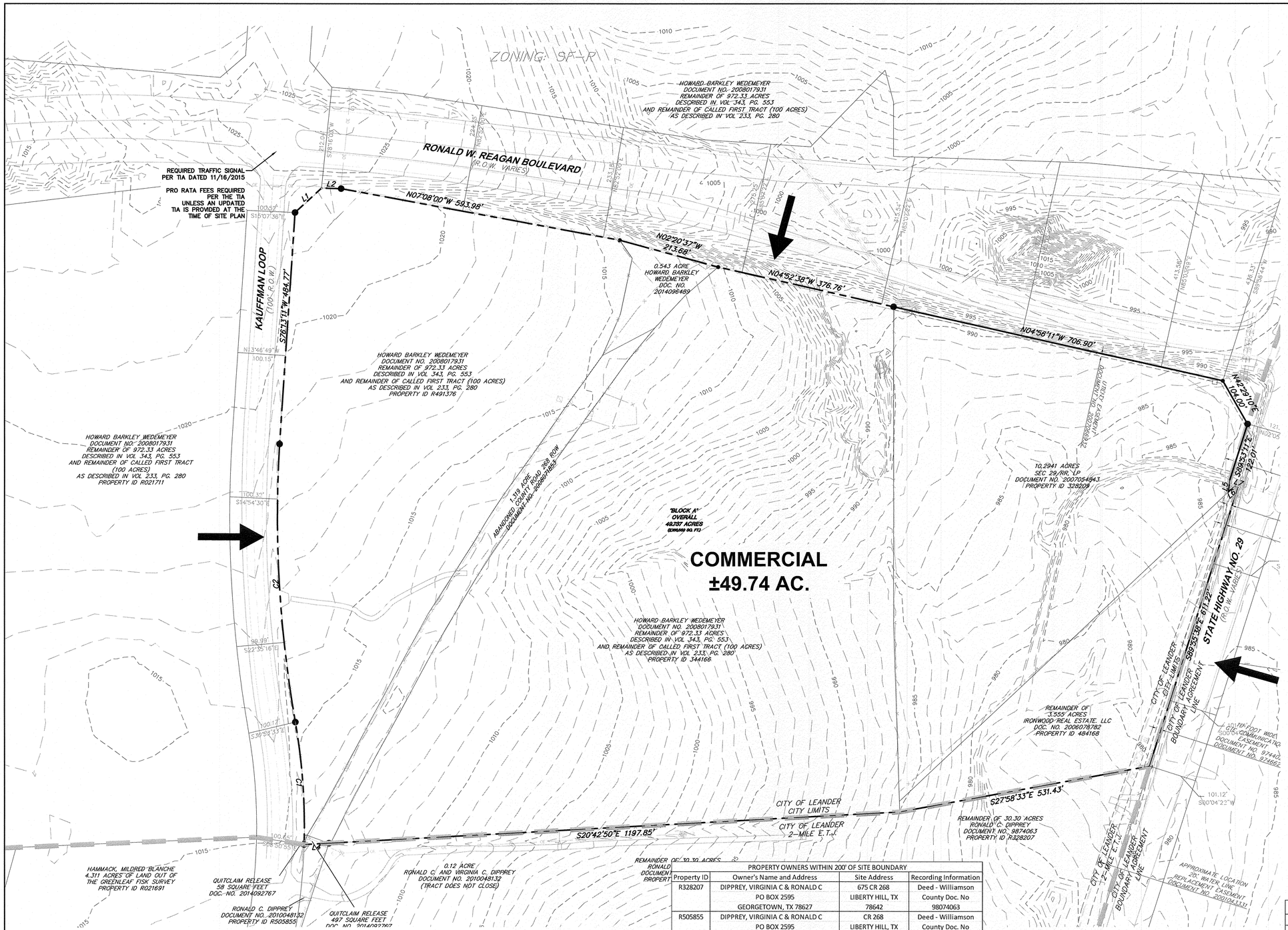

100 0 50 100 200
1" = 100'

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX	XXX	PROPERTY INFORMATION
		CONCRETE SIDEWALK
		CITY OF LEANDER CITY LIMITS
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN
		ACCESS PERMITTED ALONG FRONTAGE

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N60°02'32"W	75.35'
L2	N16°16'06"W	41.06'
L3	N70°22'19"E	22.26'
L4	S20°31'14"E	52.33'
L5	N79°21'29"E	25.58'
L6	N60°46'59"W	16.99'
L7	N1°06'29"W	7.92'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	256.78'	1250.00'	11°46'11"	S68°18'12"W	256.32'
C2	583.29'	2500.00'	13°22'05"	S69°08'28"W	581.96'

PROPERTY OWNERS WITHIN 200' OF SITE BOUNDARY

Property ID	Owner's Name and Address	Site Address	Recording Information
R328207	DIPPREY, VIRGINIA C & RONALD C PO BOX 2595 GEORGETOWN, TX 78627	675 CR 268 LIBERTY HILL, TX 78642	Deed - Williamson County Doc. No 98074063
R505855	DIPPREY, VIRGINIA C & RONALD C PO BOX 2595 GEORGETOWN, TX 78627	CR 268 LIBERTY HILL, TX 78642	Deed - Williamson County Doc. No 2010048132
R021691	HAMMACK, MILDRED BLANCHE 160 SAN MINIATO ST GEORGETOWN, TX 78628-7030	CR 268 LIBERTY HILL, TX 78642	Deed - Williamson County Doc. No 9516876
R021711	WEDEMEYER, HOWARD BARKLEY 5773 WOODWAY # 207 HOUSTON, TX 77057	CR 268 LIBERTY HILL, TX 78642	Deed - Williamson County Doc. No 2008017931
R484991	WILCO LAND INVESTMENTS I LLC ET AL PO BOX 688 GEORGETOWN, TX 78627	HWY 29 W LIBERTY HILL, TX 78642	Deed - Williamson County Doc. No 2014003388
R529026	GAIDA FAMILY LTD PARTNERSHIP & D-STAR HOLDINGS LP PO BOX 2595 GEORGETOWN, TX 78627-2595	HWY 29 W LIBERTY HILL, TX 78642	Deed - Williamson County Doc. No 2009034512

ADJACENT RIGHT-OF-WAY TABLE

STREET NAME	EXISTING/ PROPOSED	FROM	TO	FRONTAGE LENGTH (FT)
Ronald Reagan Blvd.	Ex.	Kauffman Loop	S.H. 29	1932
State Highway 29	Ex.	Ronald Reagan Blvd.	733' East of Intersection w/ Ronald Reagan Blvd.	733
Kauffman Loop	Ex.	Ronald Reagan Blvd.	1325' East of Intersection w/ Ronald Reagan Blvd.	1325

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STATE OF TEXAS
MEGAN A. MEYER
106173
LICENSED PROFESSIONAL ENGINEER
11/13/15

CONCEPT PLAN

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 2 OF 12

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100 0 50 100 200

1" = 100'

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX	XXX	PROPERTY INFORMATION
		CONCRETE SIDEWALK
		CITY OF LEANDER CITY LIMITS
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN

NOTES:

1. ACCESS POINTS AND DECELERATION LANE LOCATIONS SHOWN PER TIA DATED 11/16/2015.
2. EIGHT (8) FOOT WIDE CONCRETE SIDEWALKS, BUILT TO CITY OF LEANDER STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE: KAUFFMAN LOOP. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED.
3. TEN (10) FOOT WIDE CONCRETE SIDEWALKS, BUILT TO CITY OF LEANDER STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE: RONALD REAGAN BLVD AND STATE HIGHWAY 29. THE SIDEWALKS ALONG STATE HIGHWAY 29 ARE SUBJECT TO THE APPROVAL OF THE TEXAS DEPARTMENT OF TRANSPORTATION AT THE SITE PLAN PHASE.
4. SIDEWALK LOCATIONS AND ALIGNMENTS TO BE DETERMINED AT THE SITE PLAN PHASE.

LAND USE AND LUE TABLE

LAND USE	LOT	ACREAGE	ASSUMED METER SIZE	CALCULATED LUE's (PER METER SIZE)
COMMERCIAL	1	17.71	3" 2"	24
	2	11.76	3"	16
	3	1.11	2"	8
	4	0.98	2"	8
	5	1.35	2"	8
	6	1.24	2"	8
	7	1.40	2"	8
	8	1.06	2"	8
	9	1.26	2"	8
	10	4.77	2"	8
IRRIGATION			1.5"	5
			1.5"	5
TOTAL COMMERCIAL:	**10**	**42.64**	--	**104**

LAND USE	LOT	ACREAGE	ASSUMED METER SIZE	CALCULATED LUE's (PER METER SIZE)
WATER QUALITY/ DETENTION	11	7.08	--	0
TOTAL WQ./DETENTION:	**1**	**7.08**	--	**0**

TOTAL LUEs	**104**

LINE TABLE

NO.	BEARING	DISTANCE
L1	N60°02'32"W	75.35'
L2	N16°16'06"W	41.06'
L3	N70°22'19"E	22.26'
L4	S20°31'14"E	52.33'
L5	N79°21'29"E	25.58'
L6	N60°46'59"W	16.99'
L7	N1°06'29"W	7.92'

CURVE TABLE

NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	256.78'	1250.00'	11°46'11"	S68°18'12"W	256.32'
C2	583.29'	2500.00'	13°22'05"	S69°08'28"W	581.96'

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STATE OF TEXAS MEGAN A. MEYER 106173 LICENSED PROFESSIONAL ENGINEER 11/13/15

PRELIMINARY PLAT

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 3 OF 12

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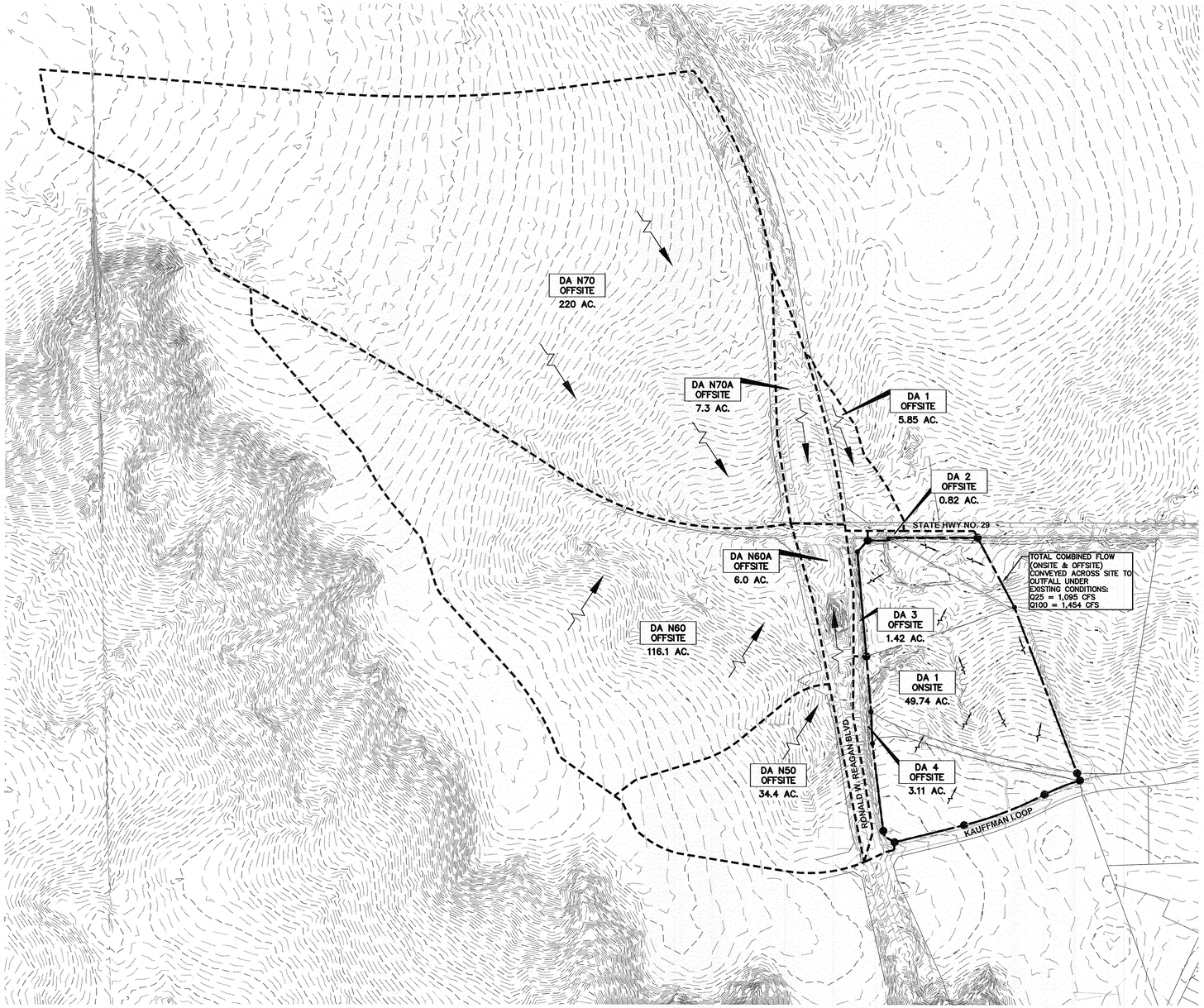

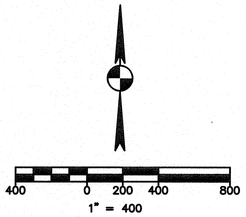

LEGEND

EXISTING	DESCRIPTION
	EXISTING PROPERTY LINE
	DIRECTION OF FLOW
678	CONTOUR
#	DRAINAGE AREA NUMBER
X.XX AC.	DRAINAGE AREA ACREAGE
	DRAINAGE AREA BOUNDARY

EXISTING DRAINAGE AREA CALCS

AREA	ACRES	% IC	TC (minutes)	Q25 (CFS)	Q100 (CFS)	METHOD
DA 1 ONSITE	49.7	100.0	55.20	142	206	SCS
DA 1 OFFSITE	116.1	6.2	66.86	28	39	SCS
DA 2 OFFSITE	6.0	63.4	5.00	5	7	SCS
DA 3 OFFSITE	220.0	34.5	5.00	9	13	SCS
DA 4 OFFSITE	7.3	38.6	5.00	20	28	SCS
N50	34.4	--	--	113	142	RATIONAL
N60	116.1	--	--	272	345	RATIONAL
N60A	6.0	--	--	16	20	RATIONAL
N70	220.0	--	--	475	637	SCS
N70A	7.3	--	--	14	17	RATIONAL
			TOTAL	1,095	1,454	

NOTES:

1. OFFSITE FLOWS ARE FOR EXISTING CONDITIONS.
2. DRAINAGE AREAS AND CALCULATIONS FOR DRAINAGE AREAS N50, N60, N60A, N70, N70A, ARE PER TXDOT RONALD REAGAN BOULEVARD CONSTRUCTION PLANS DONE BY TCB AECOM, DATED JULY 8, 2005.

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MEGAN A. MEYER
106173
LICENSED
PROFESSIONAL ENGINEER
7/13/15

EXISTING DRAINAGE AREA MAP

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 4 OF 12

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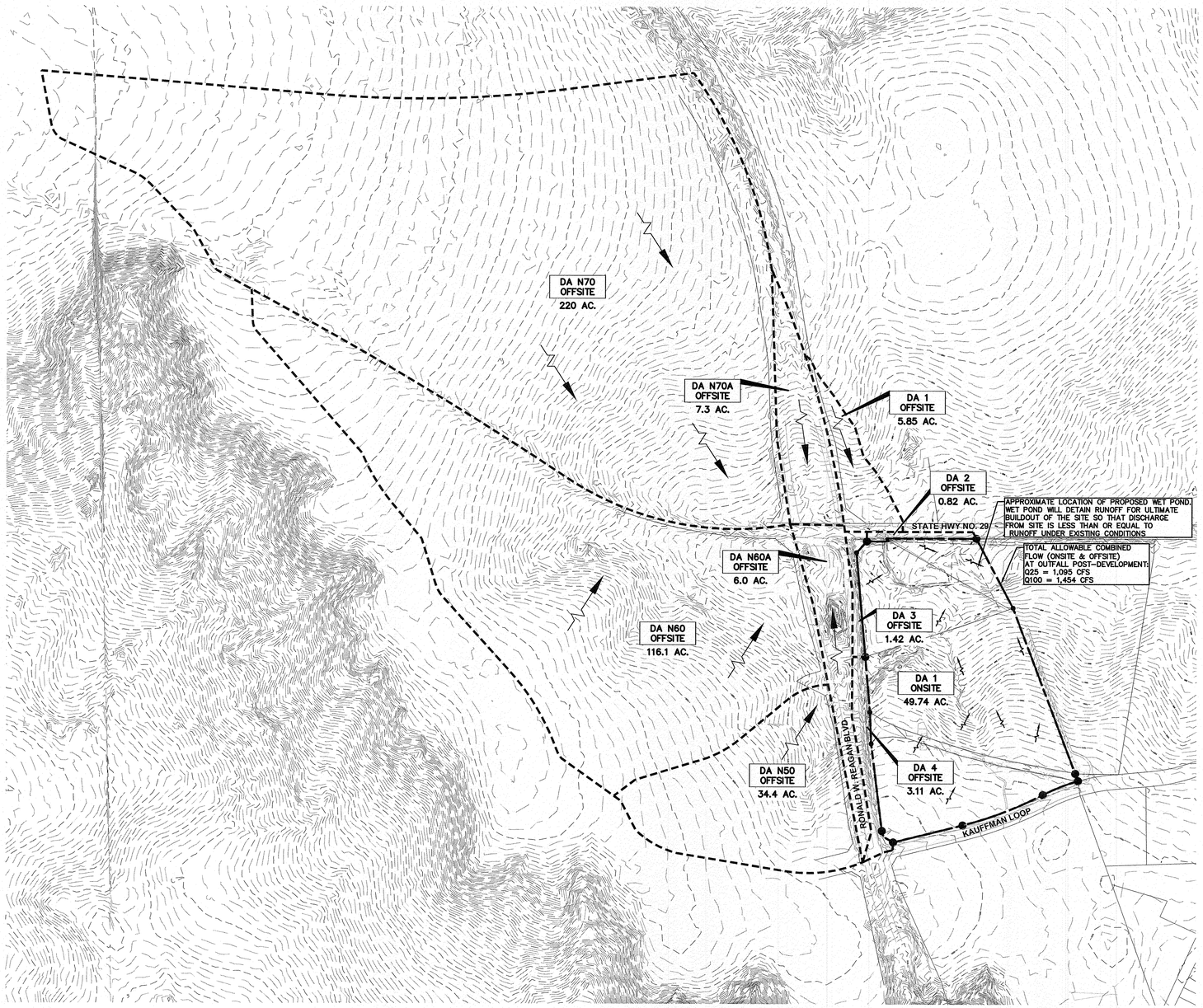

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1" = 400

LEGEND

EXISTING	DESCRIPTION
	EXISTING PROPERTY LINE
	DIRECTION OF FLOW
678	CONTOUR
#	DRAINAGE AREA NUMBER
X.XX AC.	DRAINAGE AREA ACREAGE
	DRAINAGE AREA BOUNDARY

NOTES:

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LICENSED
PROFESSIONAL ENGINEER
7/13/15

PROPOSED DRAINAGE AREA MAP

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 5 OF 12

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1" = 100'

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX	XXX	PROPERTY INFORMATION
		CITY OF LEANDER CITY LIMITS
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN
W	W	PROPOSED WATERLINE
SS	SS	PROPOSED STORMSEWER

NOTE:

1. ALL PROPOSED UTILITY ALIGNMENTS AND SIZES ARE CONCEPTUAL. FINAL LOCATIONS AND ALIGNMENT OF PROPOSED UTILITIES, INCLUDING WATER, WASTEWATER, AND DRAINAGE, WILL BE FINALIZED DURING THE SITE DEVELOPMENT PERMIT PROCESS.
2. WATER AND WASTEWATER SERVICE TO BE PROVIDED TO ALL LOTS THROUGH INTERNAL UTILITY LINES AT SITE PLAN.
3. FINAL ALIGNMENT AND DESIGN OF INTERNAL UTILITY LINES ARE TO BE AGREED UPON DURING THE SITE DEVELOPMENT PERMIT PROCESS FOR SERVICE TO INDIVIDUAL LOTS.
4. EASEMENTS SHOWN ARE FOR CONCEPTUAL LOCATIONS AND MAY BE PRIVATE OR PUBLIC. FINAL LOCATIONS AND ALINGMENTS TO BE DETERMINED DURING SITE PLAN.

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MEGAN A. MEYER
106173
LICENSED
PROFESSIONAL ENGINEER
10/13/15

UTILITY PLAN

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 6 OF 12

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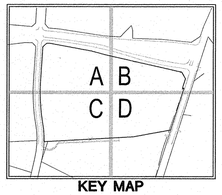
1" = 100'



KEY MAP

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX	XXX	PROPERTY INFORMATION
		CITY OF LEANDER CITY LIMITS

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

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STATE OF TEXAS
MEGAN A. MEYER
1061737
LICENSED
PROFESSIONAL ENGINEER
11/13/15

OVERALL TREE PROTECTION PLAN

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 7 OF 12

811 Know what's below. Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

G:\10034510027\CD DWG\10034510027TPP05.dwg modified by dowell on Jul 28, 15 7:53 AM

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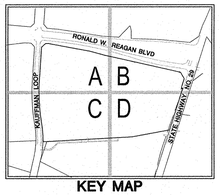
1" = 50'



KEY MAP

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX		PROPERTY INFORMATION
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN
		TREE

NOTES

1. TREE SURVEY WAS CONDUCTED BY BURY, INC. ON MAY 21, 2015.
2. ONLY HARDWOOD TREES 8" OR GREATER WERE SURVEYED.
3. REFER TO SHT. 12 FOR TREE LIST.

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MEGAN A. MEYER
106173
LICENSED PROFESSIONAL ENGINEER
7/15/15

TREE PROTECTION PLAN A

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 8 OF 12

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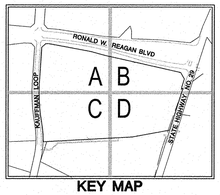
1" = 50'



KEY MAP

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX		PROPERTY INFORMATION
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN
		TREE

NOTES

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106173
LICENSED
PROFESSIONAL ENGINEER
7/13/15

TREE PROTECTION PLAN B

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 9 OF 12

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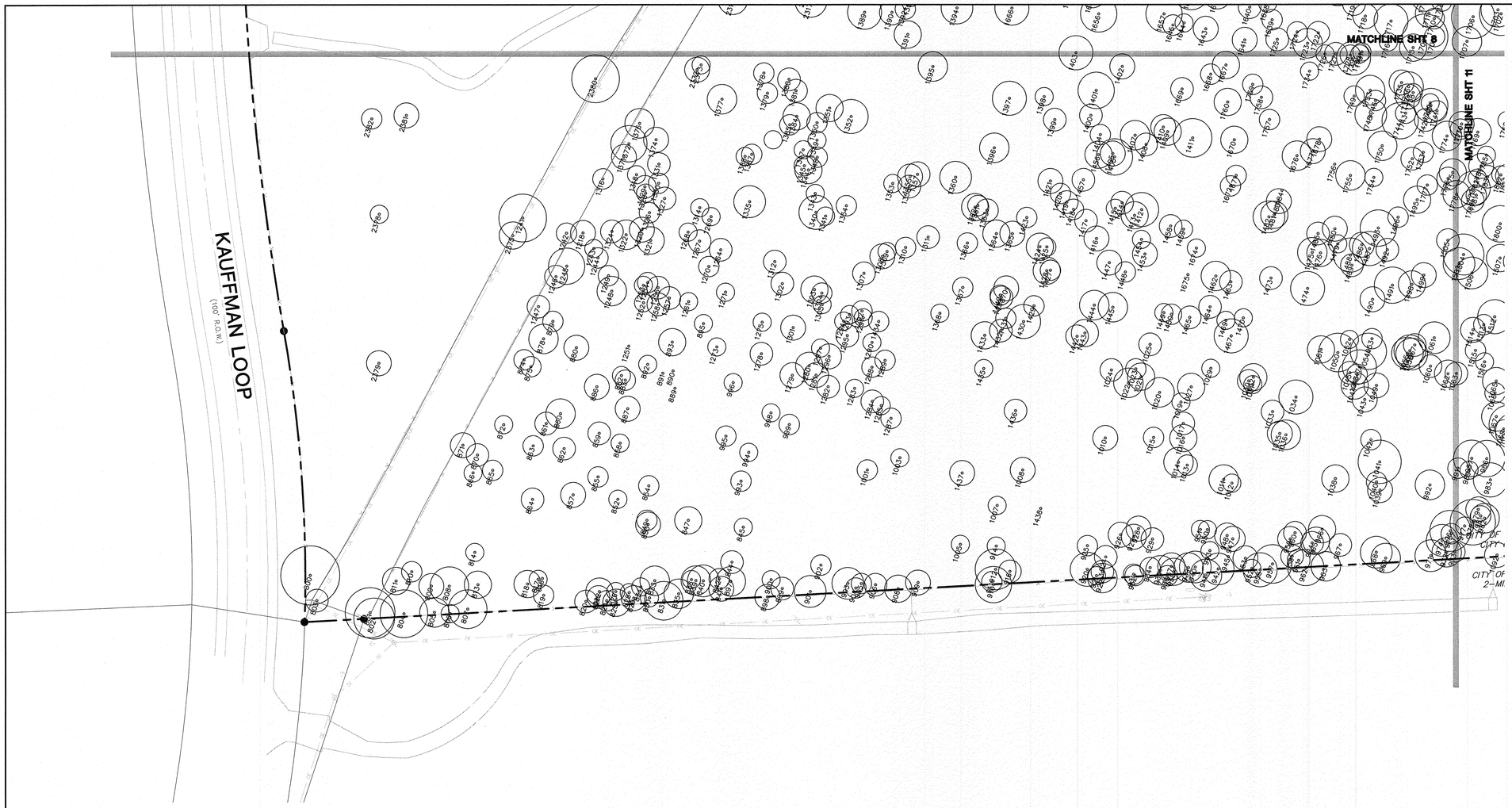

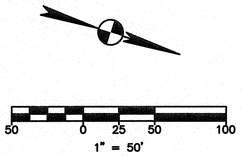

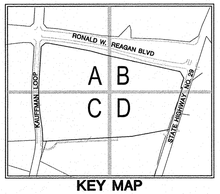

KEY MAP

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX		PROPERTY INFORMATION
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN
		TREE

NOTES

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MEGAN A. MEYER
106173
LICENSED PROFESSIONAL ENGINEER
7/13/15

TREE PROTECTION PLAN C

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 10 OF 12

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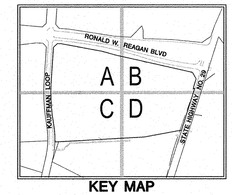
1" = 50'



KEY MAP

LEGEND

EXISTING	PROPOSED	DESCRIPTION
XXX		PROPERTY LINE/(R.O.W.) LINE
		PROPERTY INFORMATION
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN
* ???		TREE

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LICENSED
PROFESSIONAL ENGINEER
7/13/15

TREE PROTECTION PLAN D

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 11 OF 12

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TREE LIST

NO.	DESCRIPTION
800	26" POST OAK
801	22" POST OAK
802	18" POST OAK
803	10" CEDAR ELM
804	21" POST OAK
805	13" CEDAR ELM
806	8" CEDAR ELM
807	17" POST OAK
808	17" POST OAK(9, 9, 7)
809	11" POST OAK(8, 5)
810	9" POST OAK
811	12" POST OAK(8, 8)
813	12" POST OAK
814	8" POST OAK
817	8" POST OAK
818	12" POST OAK
819	9" POST OAK
820	10" POST OAK
821	10" POST OAK
822	12" POST OAK(12, ILL)
824	9" POST OAK
825	12" POST OAK
826	8" POST OAK
828	8" POST OAK
829	11" POST OAK
830	8" POST OAK
831	17" POST OAK
833	13" POST OAK
834	8" POST OAK(8, ILL)
835	13" POST OAK(10, 6)
838	8" POST OAK
839	13" POST OAK
840	14" POST OAK
841	11" POST OAK
842	9" POST OAK
844	10" POST OAK(10, ILL)
845	8" POST OAK
847	12" POST OAK(8, 7)
849	9" POST OAK(9, ILL)
850	11" POST OAK(11, ILL)
852	8" POST OAK
854	9" POST OAK
855	9" POST OAK
857	11" POST OAK
858	8" POST OAK
859	10" POST OAK
860	13" POST OAK(9, 8)
861	10" POST OAK
862	10" POST OAK
863	9" POST OAK
864	10" POST OAK
865	9" POST OAK
866	8" POST OAK
870	10" POST OAK(7, 6)
871	11" POST OAK(7, 7)
872	8" POST OAK
874	9" POST OAK
875	9" POST OAK
878	13" POST OAK
879	9" POST OAK
880	11" POST OAK
882	8" POST OAK
883	9" POST OAK
886	11" POST OAK(8, 6)
887	11" POST OAK
891	8" ASH (5, 5)
892	8" POST OAK
893	12" POST OAK(9, 6)
895	8" ASH
897	13" POST OAK
898	11" POST OAK
899	10" POST OAK
900	8" POST OAK
901	14" POST OAK
902	9" POST OAK
903	14" POST OAK
904	9" POST OAK
905	9" POST OAK
906	10" POST OAK
908	12" POST OAK
909	11" POST OAK
910	16" POST OAK
911	9" POST OAK
912	18" CEDAR ELM (13, 10)
914	8" POST OAK
916	10" POST OAK
920	15" POST OAK
921	8" POST OAK
922	13" POST OAK
923	10" POST OAK(7, 6)
924	10" POST OAK
925	9" POST OAK
926	11" POST OAK(ILL)
927	11" POST OAK
928	11" POST OAK
929	10" POST OAK
931	9" POST OAK
932	9" POST OAK
934	9" POST OAK
935	13" POST OAK
936	9" POST OAK
937	12" POST OAK
938	12" POST OAK
939	13" POST OAK
940	14" POST OAK
941	14" POST OAK
942	14" POST OAK
943	8" POST OAK
947	11" POST OAK
948	11" POST OAK
950	8" POST OAK
951	8" POST OAK
952	8" POST OAK
953	11" POST OAK
956	15" POST OAK
957	17" CEDAR ELM
958	10" POST OAK
959	11" POST OAK
960	10" POST OAK
961	10" POST OAK
962	16" POST OAK
963	13" POST OAK
964	10" POST OAK
965	12" POST OAK
966	12" POST OAK
967	10" POST OAK
968	14" POST OAK
969	13" POST OAK
971	14" POST OAK
972	13" POST OAK
973	9" POST OAK
974	14" POST OAK
975	9" POST OAK
976	18" POST OAK
977	8" POST OAK
978	20" POST OAK
979	11" POST OAK
981	9" POST OAK(7, 4)
982	13" POST OAK
983	15" POST OAK
984	15" POST OAK
985	16" POST OAK
986	16" POST OAK
987	16" POST OAK
989	8" POST OAK
991	9" POST OAK
992	13" POST OAK
993	9" POST OAK
994	8" POST OAK
995	9" POST OAK
996	8" POST OAK
998	8" POST OAK(8, ILL)
999	9" POST OAK
1001	9" POST OAK
1003	8" POST OAK
1005	8" POST OAK
1007	8" POST OAK
1008	11" POST OAK
1010	11" POST OAK
1011	13" POST OAK
1012	8" POST OAK
1013	9" POST OAK
1014	13" POST OAK
1015	9" POST OAK
1016	12" POST OAK
1017	10" POST OAK
1019	8" POST OAK
1020	13" POST OAK(13, ILL)
1021	12" POST OAK(12, ILL)
1022	13" POST OAK(13, ILL)
1023	9" POST OAK
1024	10" POST OAK
1025	10" POST OAK
1027	12" POST OAK
1029	8" POST OAK
1030	10" POST OAK
1031	8" POST OAK
1032	12" POST OAK
1033	10" POST OAK
1034	15" POST OAK
1035	11" POST OAK
1036	13" POST OAK
1038	12" POST OAK
1039	11" POST OAK
1040	9" POST OAK
1041	19" POST OAK(11, 10, 6)
1042	9" POST OAK
1043	11" POST OAK
1044	12" POST OAK
1045	10" POST OAK
1046	9" POST OAK
1047	15" POST OAK(15, ILL)
1049	11" POST OAK
1050	17" POST OAK
1051	12" POST OAK
1052	8" POST OAK
1053	9" POST OAK
1054	16" POST OAK
1055	14" POST OAK
1056	14" POST OAK
1057	10" POST OAK
1058	14" POST OAK
1060	10" POST OAK
1061	14" POST OAK
1062	12" POST OAK
1063	10" POST OAK
1065	12" POST OAK
1066	9" POST OAK
1067	13" POST OAK
1068	8" POST OAK(5, 5)
1069	17" POST OAK
1071	16" POST OAK
1072	10" POST OAK
1073	14" POST OAK
1076	18" POST OAK
1077	12" POST OAK
1078	8" CEDAR ELM
1080	8" POST OAK
1081	9" POST OAK
1082	15" POST OAK
1083	15" POST OAK
1084	9" POST OAK
1085	13" POST OAK
1086	16" POST OAK
1087	15" POST OAK(15, ILL)
1088	10" POST OAK
1089	9" POST OAK
1090	18" POST OAK(12, 11)
1092	11" POST OAK
1093	22" POST OAK(15, 13)
1094	9" POST OAK
1096	9" POST OAK
1098	8" POST OAK
1099	9" POST OAK
1100	10" MESQUITE (7, 5)
1101	12" LIVE OAK
1102	12" POST OAK
1104	8" POST OAK
1106	18" POST OAK
1108	18" POST OAK
1109	8" CEDAR ELM
1110	8" CEDAR ELM (5, 3, 2)
1111	9" POST OAK
1112	20" POST OAK
1113	9" POST OAK
1114	9" POST OAK
1116	15" POST OAK(11, 7)
1117	19" POST OAK(13, 12)
1118	8" POST OAK
1119	9" POST OAK
1120	8" POST OAK
1121	11" POST OAK
1122	11" POST OAK
1124	13" POST OAK
1126	10" POST OAK
1127	9" POST OAK
1129	10" POST OAK(7, 6)
1130	8" POST OAK
1131	12" POST OAK
1133	10" POST OAK
1134	9" POST OAK(7, 4)
1135	8" POST OAK
1136	9" POST OAK
1138	8" POST OAK
1141	11" POST OAK
1142	8" POST OAK
1143	8" POST OAK
1146	18" POST OAK(13, 10)
1147	13" POST OAK(9, 7)
1148	8" POST OAK
1149	10" POST OAK
1152	9" CEDAR ELM
1154	23" POST OAK
1155	8" POST OAK
1156	9" POST OAK
1157	9" POST OAK
1158	13" POST OAK(9, 7)
1160	10" POST OAK(4, 4, 4, 4)
1161	10" POST OAK(7, 5)
1163	11" POST OAK
1164	11" POST OAK
1165	11" POST OAK(7, 7)
1166	8" POST OAK
1169	8" POST OAK
1170	11" POST OAK(8, 6)
1171	22" POST OAK(19, 6)
1172	8" POST OAK
1173	10" POST OAK
1176	8" POST OAK
1177	11" POST OAK
1178	17" POST OAK
1179	8" POST OAK
1180	13" POST OAK(9, 8)
1181	11" POST OAK
1182	10" POST OAK
1184	8" POST OAK
1185	9" POST OAK(7, 4)
1186	13" POST OAK
1187	11" POST OAK
1188	10" POST OAK
1191	13" POST OAK
1193	11" POST OAK
1194	13" POST OAK
1195	18" POST OAK(12, 12)
1196	17" POST OAK
1197	10" POST OAK
1198	10" POST OAK
1199	9" POST OAK
1200	16" POST OAK
1201	11" POST OAK
1203	10" POST OAK
1204	11" POST OAK
1206	8" POST OAK
1207	11" POST OAK
1208	9" POST OAK
1210	10" POST OAK
1211	11" POST OAK(7, 7)
1212	11" POST OAK
1213	11" POST OAK
1214	10" POST OAK
1215	10" POST OAK
1216	11" POST OAK
1217	8" POST OAK
1218	11" POST OAK
1220	9" POST OAK
1221	12" POST OAK
1222	11" POST OAK(7, 7)
1224	8" CEDAR ELM
1225	17" POST OAK
1226	20" POST OAK
1227	11" POST OAK
1228	8" CEDAR ELM
1231	16" POST OAK
1232	18" POST OAK(12, 11)
1233	10" POST OAK
1234	13" POST OAK
1235	18" POST OAK(15, CE, 6)
1236	11" POST OAK
1237	12" POST OAK
1238	10" CEDAR ELM (7, 5)
1239	16" POST OAK
1240	10" CEDAR ELM
1241	21" POST OAK
1242	9" MESQUITE
1243	8" POST OAK
1244	9" POST OAK
1245	16" ASH (11, 6, 4)
1246	10" POST OAK
1247	10" POST OAK
1248	13" POST OAK(9, 8)
1249	9" POST OAK(6, 5)
1252	8" POST OAK
1253	8" POST OAK
1254	9" POST OAK
1256	10" POST OAK
1257	10" POST OAK
1258	10" POST OAK(7, 6)
1261	8" POST OAK
1264	10" POST OAK
1267	10" POST OAK
1268	8" POST OAK
1269	8" POST OAK
1270	9" POST OAK
1271	8" POST OAK
1273	8" POST OAK
1275	8" POST OAK
1278	10" POST OAK(10, ILL)
1279	11" POST OAK
1280	12" POST OAK
1281	11" POST OAK
1282	10" POST OAK
1283	8" POST OAK
1284	10" POST OAK
1285	8" POST OAK
1287	9" POST OAK
1288	9" POST OAK
1289	9" POST OAK
1290	8" POST OAK
1291	8" POST OAK
1292	9" POST OAK
1293	8" POST OAK
1294	8" POST OAK
1295	10" POST OAK
1296	11" POST OAK
1297	8" POST OAK
1301	11" POST OAK
1302	10" POST OAK
1303	12" POST OAK
1304	9" POST OAK
1305	8" POST OAK
1307	10" POST OAK
1308	11" POST OAK
1309	8" POST OAK(8, ILL)
1310	9" POST OAK
1311	10" POST OAK(10, ILL)
1312	10" POST OAK
1314	8" POST OAK
1316	9" POST OAK
1318	8" POST OAK
1320	11" POST OAK
1321	12" POST OAK(9, 5, ILL)
1322	13" POST OAK(9, 7)
1324	10" POST OAK(7, 6)
1326	9" POST OAK
1327	10" POST OAK
1328	8" POST OAK(8, ILL)
1329	10" POST OAK(10, ILL)
1330	9" POST OAK(9, ILL)
1331	10" POST OAK(10, ILL)
1335	14" POST OAK(9, 9)
1340	15" POST OAK
1341	8" ASH (6, 3)
1343	8" ASH (8, ILL)
1344	12" POST OAK
1345	9" ASH (6, 5)
1347	8" POST OAK
1348	9" POST OAK
1349	8" ASH
1350	9" POST OAK
1351	12" POST OAK
1352	15" POST OAK
1353	8" POST OAK(8, ILL)
1354	9" POST OAK
1355	11" POST OAK
1357	11" POST OAK
1358	10" POST OAK(10, ILL)
1360	14" POST OAK
1361	9" POST OAK
1362	12" POST OAK
1363	10" POST OAK
1364	12" POST OAK(12, ILL)
1365	11" POST OAK
1366	9" POST OAK
1367	9" POST OAK
1368	8" POST OAK
1370	11" POST OAK
1371	11" POST OAK
1372	16" POST OAK
1374	11" POST OAK
1376	13" POST OAK
1377	13" POST OAK
1378	9" POST OAK(9, ILL)
1379	9" POST OAK(9, ILL)
1380	10" POST OAK(10, ILL)
1381	10" POST OAK(10, ILL)
1384	12" POST OAK
1385	9" POST OAK(9, ILL)
1387	9" POST OAK(9, ILL)
1388	8" POST OAK
1389	15" POST OAK(15, ILL)
1390	11" POST OAK(11, ILL)
1391	12" POST OAK(12, ILL)
1392	9" POST OAK(9, ILL)
1393	8" POST OAK(8, ILL)
1394	14" SPANISH OAK
1395	13" POST OAK(13, ILL)
1396	13" POST OAK(13, ILL)
1397	15" POST OAK
1398	8" POST OAK(8, ILL)
1399	10" POST OAK
1400	10" SPANISH OAK (7, 6)
1401	16" SPANISH OAK (16, ILL)
1402	11" POST OAK
1403	15" POST OAK(15, ILL)
1404	9" POST OAK(9, ILL)
1405	11" POST OAK
1406	16" POST OAK(16, ILL)
1407	13" POST OAK
1408	10" POST OAK(10, ILL)
1409	12" POST OAK(8, 7)
1410	11" POST OAK
1411	17" POST OAK
1412	15" POST OAK
1413	12" POST OAK
1414	10" POST OAK
1415	8" POST OAK
1416	11" POST OAK
1417	10" POST OAK(10, ILL)
1418	9" POST OAK(9, ILL)
1419	10" POST OAK
1420	9" POST OAK
1421	11" POST OAK(11, ILL)
1423	9" POST OAK(9, ILL)
1424	12" POST OAK
1425	8" POST OAK
1427	9" POST OAK
1428	12" POST OAK
1429	9" POST OAK
1430	15" POST OAK(10, 9, ILL)
1431	9" POST OAK(9, ILL)
1432	10" POST OAK(10, ILL)
1433	12" POST OAK
1434	9" POST OAK
1435	8" POST OAK(8, ILL)
1436	10" POST OAK(10, ILL)
1437	11" POST OAK(11, ILL)
1439	10" POST OAK
1440	9" POST OAK
1442	10" POST OAK
1443	12" POST OAK(12, ILL)
1444	13" POST OAK
1445	13" POST OAK
1447	11" POST OAK(11, ILL)
1448	9" POST OAK
1449	8" POST OAK(8, ILL)
1450	9" POST OAK(9, ILL)
1453	11" POST OAK(11, ILL)
1454	8" POST OAK
1456	12" POST OAK
1457	10" POST OAK
1458	10" POST OAK
1459	8" POST OAK
1462	13" POST OAK
1463	10" POST OAK
1464	10" POST OAK
1465	10" POST OAK
1467	15" POST OAK(10, 9)
1469	8" POST OAK
1470	8" POST OAK
1473	10" SPANISH OAK
1474	15" SPANISH OAK
1475	13" POST OAK
1476	12" POST OAK
1479	8" POST OAK
1480	11" POST OAK
1481	12" POST OAK
1482	14" POST OAK
1483	11" POST OAK
1485	10" POST OAK
1486	11" POST OAK
1487	15" POST OAK
1488	15" POST OAK
1489	10" POST OAK
1490	11" POST OAK
1491	16" POST OAK(11, 10)
1492	10" POST OAK
1493	16" POST OAK(12, 8)
1495	12" POST OAK
1496	9" POST OAK
1498	12" POST OAK
1499	11" POST OAK
1503	14" POST OAK
1504	18" POST OAK
1505	10" POST OAK
1506	14" POST OAK
1507	12" POST OAK
1508	12" POST OAK
1509	12" POST OAK
1510	11" POST OAK
1511	9" POST OAK
1512	15" POST OAK
1513	9" POST OAK
1514	11" ASH (8, 6)
1515	9" POST OAK
1516	8" POST OAK(8, ILL)
1518	8" POST OAK(8, ILL)
1519	11" POST OAK
1520	8" POST OAK
1521	11" POST OAK
1522	13" POST OAK(13, ILL)
1523	11" POST OAK
1524	14" POST OAK(14, ILL)
1525	8" POST OAK
1526	12" POST OAK
1528	14" POST OAK
1529	22" POST OAK(15, 14, ILL)
1530	15" POST OAK
1531	11" POST OAK
1532	10" POST OAK
1533	10" CEDAR ELM (6, 4, 4)
1534	12" POST OAK(12, ILL)
1535	8" CEDAR ELM (6, 4)
1536	9" POST OAK(9, ILL)
1537	10" POST OAK
1538	8" POST OAK
1539	13" POST OAK(13, ILL)
1540	10" POST OAK
1541	12" POST OAK
1542	12" CEDAR ELM (8, 7)
1543	17" POST OAK
1545	13" POST OAK
1546	9" SPANISH OAK
1547	15" CEDAR ELM (9, 6, 5)
1548	12" POST OAK
1549	17" POST OAK(14, 6)
1550	10" POST OAK(10, ILL)
1552	13" POST OAK
1553	14" POST OAK
1554	9" POST OAK
1555	9" POST OAK
1557	13" POST OAK
1558	8" POST OAK
1559	11" POST OAK
1560	13" POST OAK
1561	13" POST OAK
1562	9" POST OAK(9, ILL)
1563	8" POST OAK(8, ILL)
1564	14" POST OAK
1565	13" POST OAK
1566	13" POST OAK
1567	14" POST OAK
1569	9" POST OAK
1570	10" POST OAK
1571	9" POST OAK
1572	10" POST OAK
1574	10" POST OAK
1575	11" POST OAK
1576	12" POST OAK
1577	13" POST OAK
1578	13" POST OAK
1579	17" POST OAK
1581	11" POST OAK
1582	8" POST OAK
1583	8" POST OAK
1584	9" POST OAK
1585	8" POST OAK
1586	11" POST OAK
1588	15" POST OAK(10, 10)
1589	14" POST OAK
1591	13" POST OAK
1592	8" POST OAK
1593	13" POST OAK(13, ILL)
1594	18" POST OAK(14, 8, ILL)
1595	10" CEDAR ELM
1596	10" POST OAK
1597	9" POST OAK
1598	12" POST OAK
1599	15" POST OAK
1600	15" POST OAK(10, 10, ILL)
1601	16" POST OAK
1602	15" POST OAK
1603	11" POST OAK
1604	9" POST OAK(9, ILL)
1605	9" POST OAK
1606	8" POST OAK
1607	12" POST OAK(12, ILL)
1610	11" POST OAK
1611	15" POST OAK
1612	9" POST OAK
1613	10" POST OAK
1614	11" POST OAK
1615	15" POST OAK(10, 10)
1616	13" POST OAK
1617	10" POST OAK
1618	12" POST OAK
1619	14" POST OAK
1620	20" POST OAK
1621	9" POST OAK
1623	9" POST OAK
1624	9" POST OAK
1626	10" POST OAK
1627	13" POST OAK
1628	8" POST OAK
1629	10" POST OAK
1630	11" POST OAK
1631	11" POST OAK
1633	13" POST OAK
1634	18" POST OAK
1635	14" POST OAK
1636	12" POST OAK
1638	8" POST OAK
1639	9" POST OAK(9, ILL)
1640	10" POST OAK
1641	11" POST OAK
1643	11" POST OAK(11, ILL)
1644	8" POST OAK(8, ILL)
1645	9" POST OAK
1646	12" POST OAK
1648	16" POST OAK
1649	9" POST OAK
1651	11" POST OAK
1652	10" POST OAK
1653	14" POST OAK(14, ILL)
1654	8" POST OAK
1655	12" SPANISH OAK
1656	16" POST OAK
1657	16" POST OAK(16, ILL)
1658	11" POST OAK
1659	10" POST OAK
1660	15" POST OAK
1661	15" POST OAK
1662	12" SPANISH OAK
1663	17" POST OAK
1665	15" SPANISH OAK (11, 8, ILL)
1666	15" SPANISH OAK (11, 8, ILL)
1667	12" POST OAK
1668	9" POST OAK
1669	10" POST OAK
1670	12" POST OAK
1671	9" POST OAK
1672	9" POST OAK
1674	8" POST OAK
1676	13" POST OAK(13, ILL)
1677	11" POST OAK
1678	11" POST OAK
1680	12" POST OAK(12, ILL)
1681	14" POST OAK(14, ILL)
1682	16" POST OAK(12, 8, ILL)
1684	8" POST OAK(8, ILL)
1685	10" POST OAK
1686	9" POST OAK
1687	9" POST OAK
1688	12" POST OAK
1689	11" POST OAK
1690	15" POST OAK(11, 8)
1691	8" POST OAK
1692	10" POST OAK
1693	14" POST OAK
1694	8" POST OAK
1696	14" POST OAK
1698	11" POST OAK
1699	12" POST OAK
1700	12" POST OAK
1702	19" POST OAK(13, 11)
1703	15" POST OAK
1704	12" POST OAK
1706	19" POST OAK
1707	13" POST OAK
1708	9" POST OAK
1709	20" POST OAK
1710	9" POST OAK
1711	12" SPANISH OAK (12, ILL)
1712	9" SPANISH OAK (9, ILL)
1713	13" SPANISH OAK (13, ILL)
1714	13" POST OAK
1715	12" POST OAK
1716	8" POST OAK
1717	15" POST OAK(15, ILL)
1718	11" POST OAK(11, ILL)
1719	10" POST OAK
1720	17" SPANISH OAK (17, ILL)
1721	10" POST OAK
1722	10" POST OAK
1723	13" POST OAK
1724	9" POST OAK
1725	10" POST OAK(10, ILL)
1726	8" POST OAK(8, ILL)
1727	10" POST OAK
1728	9" POST OAK
1729	15" POST OAK
1730	8" POST OAK
1731	8" CEDAR ELM
1733	13" POST OAK
1734	8" POST OAK(8, ILL)
1735	11" POST OAK
1736	13" POST OAK
1737	11" POST OAK
1738	8" POST OAK
1739	8" POST OAK
1740	15" POST OAK(15, ILL)
1741	9" POST OAK
1742	10" POST OAK
1743	9" POST OAK
1744	16" POST OAK(12, 7)
1746	9" POST OAK
1748	14" POST OAK
1749	9" POST OAK
1750	13" POST OAK
1752	10" POST OAK
1753	9" POST OAK
1754	8" POST OAK(8, ILL)
1755	13" POST OAK(13, ILL)
1757	9" POST OAK(9, ILL)
1758	10" POST OAK
1759	9" POST OAK(9, ILL)
1760	12" POST OAK(12, ILL)
1762	12" POST OAK
1764	8" POST OAK
1765	10" POST OAK
1766	12" POST OAK
1767	9" POST OAK
1768	8" POST OAK(8, ILL)
1769	12" POST OAK
1770	11" POST OAK
1771	9" POST OAK
1774	13" POST OAK
1775	12" POST OAK
1776	10" POST OAK(10, ILL)
1777	9" POST OAK
1778	12" POST OAK(12, ILL)
1779	15" POST OAK
1780	10" POST OAK
1781	9" POST OAK
1782	8" POST OAK
1783	10" POST OAK
1784	11" POST OAK(11, ILL)
1785	8" POST OAK
1787	12" POST OAK
1788	15" SPANISH OAK (15, ILL)
1790	9" POST OAK
1791	12" POST OAK
1792	11" POST OAK
1793	14" POST OAK(14, ILL)
1794	12" POST OAK
1795	12" POST OAK
1796	8" POST OAK
1797	10" POST OAK
1798	8" POST OAK
1799	9" POST OAK
1800	16" POST OAK(12, 7)
1802	8" POST OAK
1803	10" POST OAK
1804	8" POST OAK
1805	10" POST OAK
1806	12" POST OAK
1807	10" BOX ELDER
1808	8" POST OAK
1809	10" POST OAK
1810	8" POST OAK
2000	9" CEDAR ELM
2001	25" POST OAK
2002	17" POST OAK
2003	9" CEDAR ELM
2004	13" CEDAR ELM
2006	11" CEDAR ELM (10, 2)
2008	15" CEDAR ELM (9, 6, 5)
2012	12" CEDAR ELM
2013	11" CEDAR ELM (8, 5)
2014	12" CEDAR ELM
2017	14" CEDAR ELM (8, 5, 4, 3)
2018	10" POST OAK
2019	8" POST OAK
2020	9" POST OAK
2021	8" POST OAK
2025	9" POST OAK
2026	12" POST OAK(9, 6)
2028	9" POST OAK(6, 5)
2029	8" POST OAK
2030	10" BOX ELDER (8, 4)
2031	14" BOX ELDER (5, 5, 4, 4, 4)
2032	13" POST OAK
2033	14" POST OAK
2034	10" POST OAK
2037	11" POST OAK
2038	9" POST OAK
2039	9" POST OAK
2040	9" POST OAK
2041	8" POST OAK
2043	11" POST OAK
2045	12" POST OAK
2046	13" POST OAK
2047	15" POST OAK(10, 9)
2049	9" POST OAK
2050	8" POST OAK
2051	8" POST OAK
2052	10" POST OAK
2053	8" POST OAK
2054	10" POST OAK
2055	10" POST OAK
2056	14" POST OAK
2057	15" POST OAK
2058	10" POST OAK(6, 5, 3)
2059	9" POST OAK
2060	10" POST OAK
2062	11" POST OAK
2063	16" POST OAK
2064	9" LIVE OAK
2065	15" LIVE OAK
2066	29" LIVE OAK
2070	9" POST OAK
2072	10" POST OAK
2073	9" POST OAK
2074	11" POST OAK
2075	13" POST OAK
2076	12" POST OAK
2077	12" POST OAK
2079	8" LIVE OAK (8, ILL)
2081	9" POST OAK
2082	10" POST OAK
2083	10" POST OAK
2084	8" POST OAK
2085	12" POST OAK
2086	10" POST OAK
2087	8" POST OAK
2088	8" POST OAK
2089	8" POST OAK
2090	10" POST OAK(7, 6)
2093	8" POST OAK
2094	8" POST OAK
2095	9" POST OAK
2096	10" POST OAK
2097	8" POST OAK
2098	17" POST OAK
2099	18" POST OAK
2100	13" POST OAK
2102	11" POST OAK
2103	10" POST OAK
2105	10" POST OAK
2106	10" POST OAK
2107	9" POST OAK
2108	9" POST OAK
2109	9" POST OAK
2110	9" POST OAK
2111	10" POST OAK
2112	11" POST OAK
2113	8" POST OAK
2114	16" POST OAK(11, 10)
2115	10" POST OAK
2122	8" POST OAK
2126	8" POST OAK
2127	10" POST OAK
2129	9" POST OAK
2130	10" POST OAK
2131	8" POST OAK
2132	9" POST OAK
2133	10" POST OAK
2135	10" ASH (5, 5, 4)
2137	9" POST OAK
2138	16" POST OAK(11, 10)
2139	11" POST OAK
2140	11" POST OAK
2141	12" POST OAK(8, 7)
2144	8" POST OAK
2145	8" POST OAK
2146	10" POST OAK
2148	13" POST OAK
2149	11" POST OAK
2150	11" POST OAK
2153	9" POST OAK
2154	10" POST OAK
2155	11" POST OAK
2157	8" POST OAK
2158	11" POST OAK
2159	13" POST OAK
2160	8" POST OAK
2161	11" POST OAK
2162	10" POST OAK
2163	8" POST OAK
2164	13" POST OAK
2165	8" POST OAK
2166	14" POST OAK
2167	10" POST OAK
2168	14" POST OAK(9, 9)
2169	14" ASH (10, 7)
2170	9" POST OAK
2171	12" POST OAK
2172	14" POST OAK
2173	10" LIVE OAK (8, 4)
2175	20" LIVE OAK
2176	18" LIVE OAK
2178	44" LIVE OAK (19, 19, 19, 11)
2180	12" LIVE OAK (12, ILL)
2181	8" LIVE OAK (8, ILL)
2182	11" LIVE OAK (11, ILL)
2183	11" LIVE OAK (11, ILL)
2184	18" LIVE OAK
2186	8" LIVE OAK
2187	10" CEDAR ELM
2188	8" LIVE OAK
2190	8" LIVE OAK
2191	11" LIVE OAK
2192	11" LIVE OAK
2193	10" LIVE OAK
2194	11" LIVE OAK
2195	12" LIVE OAK (8, 7)
2198	8" LIVE OAK
2199	8" LIVE OAK
2201	9" LIVE OAK
2203	8" LIVE OAK
2204	8" LIVE OAK
2206	8" LIVE OAK
2208	8" LIVE OAK
2210	8" LIVE OAK
2211	8" LIVE OAK
2212	11" LIVE OAK
2216	8" LIVE OAK
2219	16" POST OAK
2220	15" POST OAK
2222	10" POST OAK
2223	12" POST OAK
2225	9" POST OAK(7, 4)
2227	13" POST OAK(9, 7)
2228	9" CEDAR ELM
2229	11" POST OAK
2230	8" POST OAK
2231	13" POST OAK
2232	9" POST OAK
2233	13" POST OAK
2234	10" POST OAK
2235	12" POST OAK(8, 7)
2239	12" POST OAK(6, 6, 6)
2240	9" POST OAK
2241	10" POST OAK
2242	14" POST OAK
2243	19" POST OAK
2244	10" POST OAK
2245	19" POST OAK(14, 9)
2247	12" POST OAK
2248	8" POST OAK(6, 4)
2249	12" POST OAK
2250	9" POST OAK
2251	9" POST OAK
2252	10" POST OAK
2253	15" POST OAK
2254	10" POST OAK
2255	8" POST OAK
2256	9" POST OAK
2257	21" POST OAK
2258	13" SPANISH OAK
2259	12" SPANISH OAK
2260	10" POST OAK
2261	12" POST OAK
2262	12" POST OAK
2264	10" POST OAK
2265	10" POST OAK
2266	12" POST OAK
2267	10" POST OAK(7, 5)
2269	8" POST OAK
2270	12" POST OAK
2272	11" POST OAK
2273	16" POST OAK
2274	8" POST OAK
2275	12" POST OAK
2276	10" POST OAK
2277	15" POST OAK
2278	15" POST OAK
2280	11" POST OAK
2281	12" POST OAK
2282	10" POST OAK
2283	11" POST OAK
2284	11" POST OAK
2285	11" POST OAK
2286	13" POST OAK
2287	12" SPANISH OAK (8, 7)
2288	10" POST OAK
2289	17" POST OAK(17, ILL)
2290	13" POST OAK
2291	12" POST OAK
2292	9" POST OAK
2293	15" POST OAK
2294	10" POST OAK
2296	15" POST OAK
2299	8" POST OAK
2301	13" POST OAK
2303	10" SPANISH OAK
2304	12" POST OAK
2305	8" POST OAK
2306	15" POST OAK(12, 6)
2308	10" POST OAK
2309	8" POST OAK
2310	11" POST OAK
2311	13" POST OAK(13, ILL)
2312	9" POST OAK
2314	13" POST OAK
2315	13" POST OAK
2316	10" POST OAK
2317	14" POST OAK
2319	9" POST OAK
2321	10" POST OAK
2322	12" POST OAK
2324	8" CEDAR ELM
2325	8" CEDAR ELM
2327	10" POST OAK
2328	8" CEDAR ELM
2329	18" CEDAR ELM (7, 7, 7, 5, 2)
2330	10" POST OAK
2331	11" POST OAK
2333	8" CEDAR ELM
2334	8" CEDAR ELM (5, 5)
2335	13" POST OAK
2336	12" POST OAK
2337	11" POST OAK
2338	11" POST OAK
2340	8" POST OAK
2341	8" POST OAK
2342	11" POST OAK
2343	9" POST OAK
2345	14" POST OAK
2346	12" POST OAK
2347	10" CEDAR ELM (5, 5, 4)
2348	8" POST OAK
2349	10" POST OAK
2350	13" POST OAK
2351	15" POST OAK
2352	11" POST OAK
2353	8" POST OAK
2354	9" POST OAK
2356	9" POST OAK
2357	8" POST OAK
2358	13" POST OAK
2359	11" POST OAK
2360	15" POST OAK
2361	9" POST OAK
2362	11" POST OAK
2363	8" POST OAK
2364	8" POST OAK
2365	11" POST OAK
2366	14" POST OAK
2367	8" POST OAK
2368	13" POST OAK
2369	11" POST OAK
2371	9" CEDAR ELM
2372	11" POST OAK(8, 5)
2373	8" POST OAK
2375	12" CEDAR ELM (8, 4, 3)
2378	8" MESQUITE
2379	11" CEDAR ELM
2380	21" POST OAK
2381	11" MESQUITE (7, 7)
2382	9" MESQUITE
4000	11" CEDAR ELM
4001	16" MESQUITE (11, 9)
4002	12" CEDAR ELM
4004	24" POST OAK
4005	25" POST OAK
4006	23" POST OAK
4007	11" CEDAR ELM
4010	8" CEDAR ELM (5, 5)
4011	25" POST OAK
4012	25" POST OAK
4013	17" POST OAK
4014	25" POST OAK
4015	20" POST OAK
4016	22" POST OAK
4017	19" POST OAK
4018	22" POST OAK
4019	16" LIVE OAK
4020	26" POST OAK
4021	27" POST OAK
4022	9" POST OAK
4023	20" POST OAK
4024	28" POST OAK
4025	10" CEDAR ELM (8, 3)
4026	9" CEDAR ELM
4028	9" CEDAR ELM (5, 4, 4)
4029	24" POST OAK
4030	23" POST OAK
4032	8" CEDAR ELM
4034	27" POST OAK
4035	12" CEDAR ELM (9, 5)
4036	8" CEDAR ELM
4039	8" CEDAR ELM
4040	8" CEDAR ELM
4041	10" CEDAR ELM
4042	11" CEDAR ELM
4043	29" POST OAK
4044	29" POST OAK
4045	24" POST OAK
4046	36" CEDAR ELM
4047	31" POST OAK
4048	9" CEDAR ELM
4049	11" CEDAR ELM (7, 7)
4051	9" CEDAR ELM
4052	9" CEDAR ELM
4053	9" CEDAR ELM
4054	18" POST OAK
4055	47" CEDAR ELM (40, 14)
4056	24" POST OAK
4057	10" CEDAR ELM
4063	14" CEDAR ELM (10, 7)
4064	12" GUM BUMELIA (8, 7)
4065	14" CEDAR ELM
4066	8" CEDAR ELM
4067	9" CEDAR ELM
4068	11" MESQUITE (8, 6)
4071	10" CEDAR ELM (4, 4, 4, 3)
4072	8" CEDAR ELM
4073	10" CEDAR ELM (7, 5)
4075	10" CEDAR ELM (6, 5, 3)
4076	8" CEDAR ELM (6, 2, 2)
4077	8" CEDAR ELM (5, 5)
4082	8" CEDAR ELM
4085	9" CEDAR ELM (7, 4)
4086	8" CEDAR ELM
4090	12" CEDAR ELM (8, 7)
4091	13" CEDAR ELM (8, 4, 3, 3)
4092	10" CEDAR ELM (6, 4, 4)
4093	8" CEDAR ELM (6, 4)
4097	10" CEDAR ELM
4098	8" CEDAR ELM
4099	9" CEDAR ELM (6, 5)
4100	8" CEDAR ELM
4102	10" CEDAR ELM
4103	13" CEDAR ELM (9, 8)
4104	13" CEDAR ELM (7, 7, 5)
4105	13" CEDAR ELM (10, 5)
4106	14" CEDAR ELM (7, 5, 5, 4)
4107	12" CEDAR ELM (6, 6, 5)
4108	31" POST OAK (21, 19)
4109	18" POST OAK
4110	20" POST OAK
4111	16" POST OAK
4112	19" POST OAK
4114	12" CEDAR ELM (8, 4, 3)
4115	8" CEDAR ELM
4117	18" CEDAR ELM
4121	8" CEDAR ELM (5, 3, 2)
4122	11" CEDAR ELM (6, 5, 5)
4124	8" CEDAR ELM (5, 5)
4127	9" CEDAR ELM (6, 5)
4131	8" CEDAR ELM
4132	9" CEDAR ELM
4134	8" CEDAR ELM (5, 5)
4136	13" CEDAR ELM (6, 4, 4, 4, 2)
4138	8" CEDAR ELM (4, 4, 3)
4139	10" CEDAR ELM (5, 3, 3, 3)
4141	11" CEDAR ELM
4142	10" CEDAR ELM
4143	8" CEDAR ELM (6, 3)
4144	13" CEDAR ELM (10, 6)
4146	13" CEDAR ELM
4147	8" CEDAR ELM
4148	17" CEDAR ELM (9, 8, 8)
4149	8" CEDAR ELM
4150	10" CEDAR ELM (7, 5, LEANING, NW)
4152	24" LIVE OAK (18, 11)
4155	11" CEDAR ELM (6, 5, 4)
4156	8" CEDAR ELM
4157	9" CEDAR ELM (6, 6)
4158	11" CEDAR ELM (8, 5)
4160	8" CEDAR ELM
4161	12" CEDAR ELM (8, 8)
4162	10" CEDAR ELM
4163	8" CEDAR ELM
4164	8" CEDAR ELM
4165	12" CEDAR ELM (9, 6)
4166	23" CEDAR ELM (9, 9, 8, 6, 5, 3)
4167	19" POST OAK
4168	22" POST OAK
4169	21" POST OAK
4170	9" CEDAR ELM
4171	14" CEDAR ELM
4172	8" CEDAR ELM (5, 5)
4173	8" CEDAR ELM (6, 3)
4174	9" CEDAR ELM (6, 5)
4175	9" CEDAR ELM
4176	9" CEDAR ELM (6, 5)
4182	8" CEDAR ELM
4184	9" CEDAR ELM (7, 3)
4187	9" CEDAR ELM (4, 4, 3, 2)
4189	9" CEDAR ELM (5, 4, 4)
4190	8" CEDAR ELM
4191	10" CEDAR ELM
4192	8" CEDAR ELM
4193	9" CEDAR ELM
4194	11" CEDAR ELM
4198	16" CEDAR ELM (9, 8, 5)

TREE LIST NOTES

1) ONLY HARDWOOD TREES 8" OR GREATER WERE SURVEYED.
2) TREES DESCRIPTION FOLLOWED BY NUMBERS IN PARENTHESES INDICATE MULT-TRUNK TREES.
3) A TREE INDICATED AS ILL HAS POOR VISUAL CHARACTERISTICS.
4) TREE SURVEY WAS CONDUCTED BY BURY, INC. ON MAY 21, 2015.
5) AN ARBORIST REPORT WILL BE REQUIRED AT THE TIME OF SITE DEVELOPMENT TO CONFIRM TREES LISTED AS ILL.

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
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STATE OF TEXAS
MEGAN A. MEYER
106173
LICENSED
PROFESSIONAL ENGINEER
11/13/15

TREE LIST

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

811 Know what's below. Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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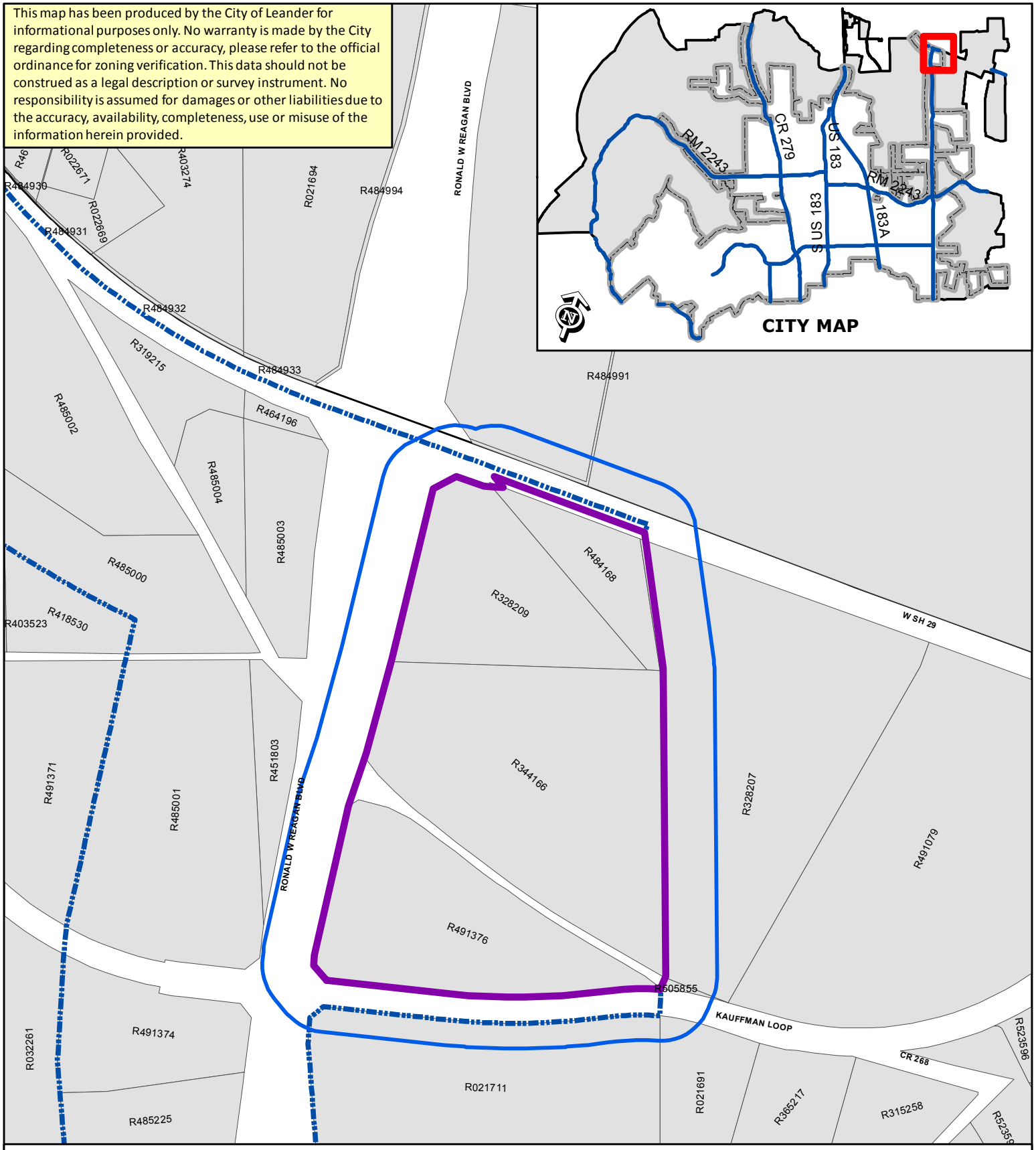


ZONING CASE 15-Z-012

Attachment #7

Notification Map
Bar W Commercial

Subject Property
Public Notification Boundary
City Limits
WCAD Parcels

N

0 200
Feet

ATTACHMENT 8

ARMBRUST & BROWN, PLLC

ATTORNEYS AND COUNSELORS

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

FACSIMILE 512-435-2360

DAVID B. ARMBRUST
(512) 435-2301
darmbrust@abaustin.com

June 15, 2015

Robin M. Griffin, AICP
City of Leander
Planning Department
104 N. Brushy Street
Leander, Texas 78641

Re: Bar W Ranch Commercial PUD (the "Application"); CR 268 and HWY 29

Dear Ms. Griffin:

This firm represents and this letter is submitted on behalf of the applicant in the above referenced Application. A metes and bounds description of the property is attached, but it is also known as WCAD Parcels #R491376, R344166, R484168 and R328209 (the "Property").

This Application is being filed to rezone the Property from SFR-1-B to PUD. The Property is being zoned PUD for the following reasons:

1. To create a cohesive set of site development regulations for approximately 49 acres, proposed to be developed as a retail center.

2. To allow for site development regulations which take into account the significant topographic features of the site. The property includes a grade difference of over 30 feet from one property boundary to the other property boundary.

3. To allow for the City and Developer to collaboratively plan for required infrastructure for this and adjacent properties.

Thank you for your time and consideration in this matter. If you have any questions, comments, or need additional information, please do not hesitate to contact me.

Sincerely,

David B. Armbrust

cc: Milo Burdette

{W0657186.1}

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO PUD (PLANNED UNIT DEVELOPMENT) WITH A BASE ZONING DISTRICT OF GC-3-C (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 49.737 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "C", generally located to the southeast of the intersection of Ronald W. Reagan Boulevard and SH 29; legally described as 49.737 acres more or less out of the Greenleaf Fisk Survey, Abstract No. 5 more particularly described in Instrument Numbers 2008071853, 2008017931, 2015080652, 2014092767, and 2015080651 Official Public Records of Williamson County, Texas, and identified by tax identification numbers R534768, R491376, R344166, R484168, R534750, and R328209.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to PUD (Planned Unit Development) with a base zoning district of GC-3-C (General Commercial) known as the Bar W Commercial PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", "C", and "D" 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 17th day of December, 2015.
FINALLY PASSED AND APPROVED on this the 7th day of January, 2016.

THE CITY OF LEANDER, TEXAS	**ATTEST:**
_____	_____
Christopher Fielder, Mayor	Debbie Haile, City Secretary

EXHIBIT "A"

Bar W Ranch Commercial Planned Unit Development

I. Purpose and Intent

A. The Bar W Ranch Commercial PUD (the "PUD") consists of approximately 49.737 acres (the "Property" and shown in Exhibit "C") located in Leander, Williamson County, Texas, attached to this PUD ordinance. The PUD shall be developed as a Class "A" quality retail center with consistent and compatible architectural, landscaping and signage standards throughout the project. A Class "A" retail center is commonly known to include new buildings with modern infrastructure located in prime locations with good access and professionally managed. Development of the PUD is expected to add significant new tax revenues to the City's tax base, create jobs and stimulate the overall local economy. The PUD will encourage comprehensive master-planning of the Property and result in a high-quality project.

B. The PUD's purpose and intent is to create unified development standards for the Property.

C. Except as otherwise provided in this PUD ordinance, the Property and PUD shall be governed by the ordinances of the City of Leander (the "City Code"). This PUD ordinance is intended to supersede the City Code. In the case that this PUD ordinance does not address a specific City requirement, the City Code shall apply. In the event of a conflict between this PUD ordinance and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD ordinance shall control. Any capitalized terms used but not defined shall have the meanings ascribed to them in the City Code.

D. The zoning for the Property shall be PUD, with a base zoning district of GC-3-C (General Commercial). The base zoning district including the development standards and regulations set forth in this PUD are hereby approved as well; provided that no final plat for development of the Property in accordance with this PUD will be approved, no subdivision construction permits or site development construction permits for construction under any construction plans approved under this PUD will be issued, and no development of the Property under this PUD will occur unless and until a copy of a recorded deed showing the applicant for the final plat as the owner of the Property (the "Deed") is submitted to the City, and provided further that the Deed and a final plat application for development of the Property in accordance with this PUD (the "Final Plat Application") must be submitted to the City prior to April 30, 2017. If (i) the Deed and the Final Plat Application are not submitted to the City prior to April 30, 2017, or (ii) prior to April 30, 2017, the owner of the Property submits a written notice to the City that the owner elects to develop the Property under GC-3-C zoning standards only this PUD will be terminated, then this PUD will expire; any concept plans, preliminary plats, and construction plans approved by the City for development of the Property in accordance with this PUD and the related development applications will expire; and the development of the Property thereafter shall comply with the GC-3-C zoning district regulations and any other applicable City regulations. The owner of the Property may submit a new zoning application for the Property at any time.

II. Applicability

The zoning for the Property shall be PUD, with a base zoning district of GC-3-C (General Commercial).

III. Conceptual Site Layout and Land Use Plan

Exhibit "B" attached is a conceptual development plan intended to visually convey the general layout for the Bar W Ranch Commercial Development. The design is not final, and is subject to refinement during the platting and site planning stages. A more detailed conceptual site plan will be submitted to the City with the site plan application. This PUD zoning document does not constitute plat or site plan approval of the attached plan.

IV. Use Standards

A. Standards required for uses listed within Article IV of the City's Composite Zoning Ordinance apply, except for accessory buildings and for the purpose of these sections the fuel station and car wash building shall be considered primary buildings and not accessory buildings/structures.

B. The hours of operation for any grocery or dry goods sales shall be allowed to operate between 5:00 am and 1:00 am seven (7) days a week. The fuel pumps and car wash shall be allowed to operate twenty-four (24) hours a day, seven (7) days a week.

V. Site Components

A. Article V, Section 3, Type 3 (b) (2) of the City's Composite Zoning Ordinance is amended as follows.

1. Commercial fueling and washing of vehicles facilities shall be permitted in the PUD without regard of the number or distance from any other outdoor commercial fueling and washing of vehicles facilities located in the vicinity of the PUD. City approval of the PUD shall serve as the reservation and/or designation of a vehicle washing and fueling facility within the PUD.

VI. Site Standards

Site standards will comply with Article VI of the City's Composite Zoning Ordinance, except as amended below.

A. **Landscaping**.

1. **Landscape Area**. Article VI, Section 1 (b) (9) (iii) of the City's Composite Zoning Ordinance is amended as follows. The PUD shall include landscaping of a minimum of fifteen percent (15%) based on the overall area of the Property. The Property may be subdivided into multiple lots but the landscaping requirements shall be reviewed based on the overall Property.

2. **Trees**. Article VI, Section 1 (c) of the City's Composite Zoning Ordinance is amended as follows. Trees twenty-six caliper inches (26") and larger must be reviewed by the Planning & Zoning Commission and receive City Council approval

for removal. Trees less than twenty-six caliper inches (26") may be removed with administrative approval.

3. **Screening**. Article VI, Section 1 (d)(1)(iii) of the City's Composite Zoning Ordinance is amended as follows. All ponds shall be landscaped and a landscape plan shall be included with the submittal of the site development permit application. A wet pond shall not require screening to shield it from view so long as there are earthen materials utilized around the perimeter of such pond(s). Any pond located within the PUD that requires fencing around the perimeter shall require screening that is in accordance with City Code and the PUD

B. **Parking**. Article VI, Section 3 (a) of the City's Composite Zoning Ordinance is amended as follows. The parking requirement within the PUD shall be calculated as one Mixed Use Retail center with a minimum parking ratio of one (1) space per two hundred twenty five (225) square feet. This parking ratio shall be used throughout the PUD, regardless of the location or use of the individual lots. The parking spaces shall be shared between all development within the PUD.

C. **Bicycle parking slots**. Article VI, Section 3 (d) of the City's Composite Zoning Ordinance is amended as follows. Bicycle parking slots shall be provided within the PUD at a rate of not less than one slot per sixty (60) parking spaces. The bicycle parking slots shall be located within the PUD at the discretion of the developer.

D. **Setbacks**. Article VI, Section 6 (a) of the City's Composite Zoning Ordinance is amended as follows. The minimum setbacks for parking, aisle, and loading are:

	Setback
Front	10'
Side	5'
Street Side	10'

E. **Detention and drainage channel facilities**. The PUD is exempt from Article VI, Section 7 (b) (2) of the City's Composite Zoning Ordinance regarding the ten (10') foot setback for drainage channel facilities from the ROW as depicted on Exhibit "B".

F. **Outdoor Lighting**. Article VI, Section 12 (a, c) of the City's Composite Zoning Ordinance is amended as follows. The lighting level at the PUD boundary shall average no more than 1.0 foot-candle. LED type lighting shall be used for parking lot areas.

G. **Sidewalks**. Prior to occupancy of the initial building(s) within the PUD, the sidewalk adjacent to Ronald Reagan Boulevard shall be constructed along the entire frontage as depicted on Exhibit "B".

VII. Architectural Component

Article VII, Section 3 (b) (2) of the City's Composite Zoning Ordinance is amended as follows. Openings in the front façade which lead into a vestibule which is not conditioned space shall count towards the minimum percentage of window and door openings.

VIII. Architectural Standards

All of the buildings in the PUD shall consist of a central architectural theme and utilize complementary building materials. This materials palette and architectural theme shall be submitted with the first site development permit application. Development of the PUD shall comply with the Architectural Standards of the City's Composite Zoning Ordinance, unless otherwise specified below.

A. **Building over lot lines**. Article VIII, Section 4 of the City's Composite Zoning Ordinance is amended as follows. A building or structure may be constructed over lot lines if the lots are owned by the same owner, or a recorded maintenance and use agreement is in place between multiple owners.

B. **Supporting Columns**. Article VIII, Section 5 (g) of the City's Composite Zoning Ordinance is amended as follows. Supporting columns on the front of the structures may be constructed of exposed steel, clay brick, ledge stone, field stone, native stone, stucco, cementitious fiber planking or panel, aluminum, solid cedar, stripped cedar posts (sealed for protection), solid redwood, or similar materials and not less than six inches by six inches (6"x6") square.

IX. Subdivision Regulations

Development of the PUD will comply with the City's Subdivision Regulations, as modified below:

A. **Blocks and lots**. Section 45 (a) (3) of the City's Subdivision Ordinance is amended as follows. Blocks along arterial streets and blocks containing or proposed to contain primarily commercial or industrial uses shall not exceed a perimeter length of six thousand five hundred (6,500) feet.

B. **Riparian Zones.** Section 49 of the City's Subdivision Ordinance is amended as follows and depicted on Exhibit "B".

1. If any on-site stormwater flows are channeled underground, no riparian corridor setback from the centerline of the applicable creek or swale is required.

2. If any off-site stormwater flows are channeled in an open channel, then a minimum twenty foot (20') riparian corridor setback from the centerline of the applicable creek or swale is required.

X. Signs

As it pertains to the number and size of signs the City's sign ordinance shall be modified with the standards listed below. In the event of a conflict between the City's sign ordinance and this PUD ordinance, this PUD ordinance shall control. Owner shall submit a master sign plan to the City, in accordance with the PUD regulations, in conjunction with the first site development permit application. All of the signs within the PUD shall contain a consistent design theme comprised of materials consistent with the master materials palette and architectural theme as described in Article VIII.

A. Pylon ("A") signs.

1. Two twenty-five foot (25') high pylon signs are allowed.

2. Each pylon sign may allow up to two hundred (200) square feet of sign area and allow for multiple tenants to be shown on each sign.

B. Pylon ("B") sign.

1. One fifteen foot (15') freestanding sign is allowed.

2. The freestanding sign may include up to seventy-five (75) square feet of sign area.

3. The Pylon B freestanding sign may incorporate a fuel pricing electronic sign of up to fifty (50) square feet of sign area.

C. Monument signs.

1. Nine (9) monument signs are allowed and each is intended for a single tenant.

2. Each monument sign may be up to five feet (5') tall.

3. The monument signs may include up to forty (40) square feet of sign area.

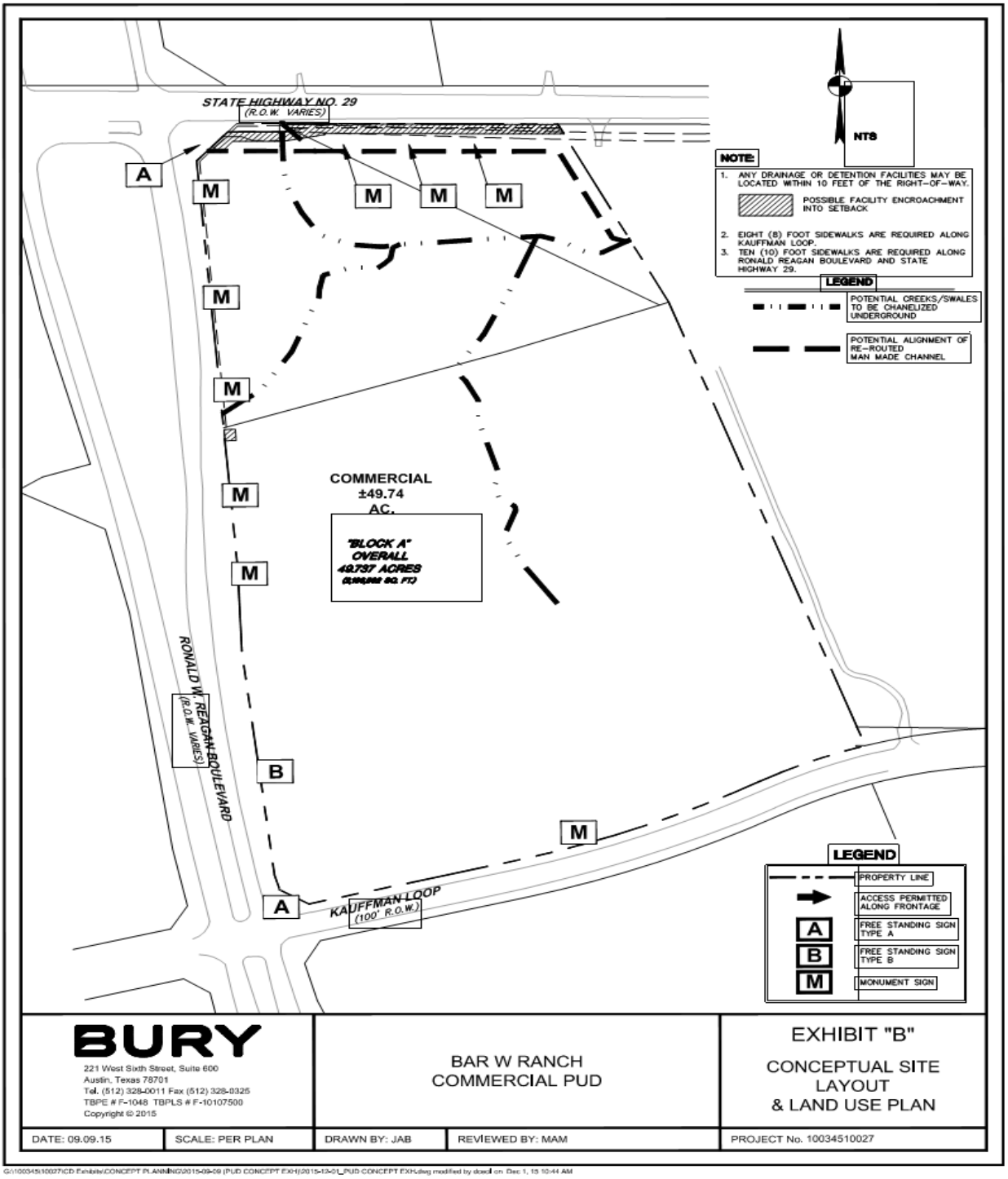
D. The structure of all signs shall incorporate complementary materials to the materials listed in the master materials palette and architectural theme as described in Article VIII used for the buildings. Sign permits in compliance with the PUD may be administratively approved by the City. E. All signs may include lighting in compliance with the City Code.

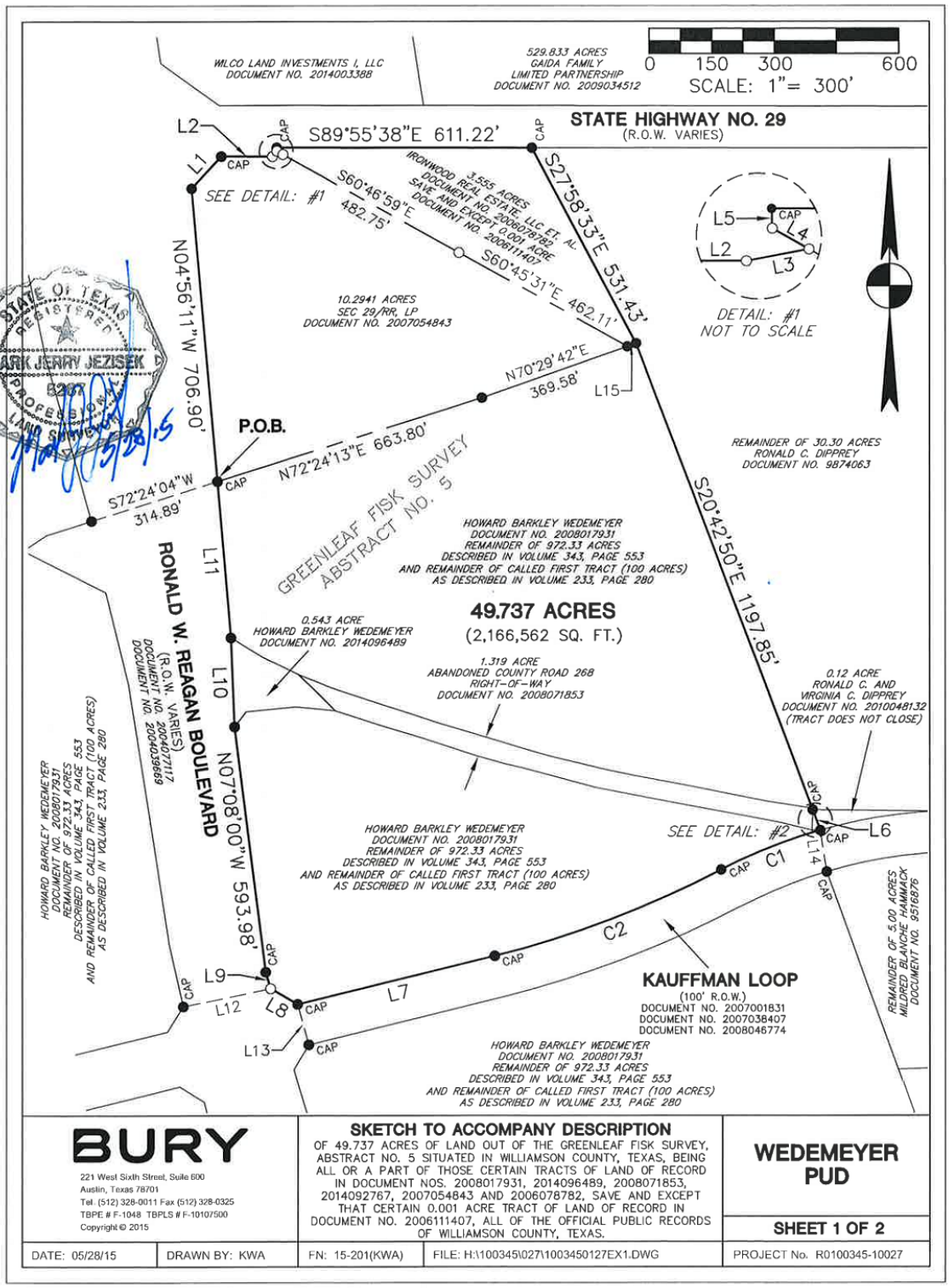
F. Wall signs. Buildings exceeding fifty thousand (50,000) square feet shall be permitted to display signage on the façade of the building at a rate of two (2) square feet of sign area for every one (1) foot of primary building facade frontage. The City's maximum of two hundred (200) square feet of sign area shall not apply for such buildings located within the PUD.

G. The location of the signs shall generally comply with Exhibit B.

EXHIBIT "B"

Conceptual Site Layout and Land Use Plan





BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
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SKETCH TO ACCOMPANY DESCRIPTION

OF 49.737 ACRES OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OR A PART OF THOSE CERTAIN TRACTS OF LAND OF RECORD IN DOCUMENT NOS. 2008017931, 2014096489, 2008071853, 2014092767, 2007054843 AND 2006078782, SAVE AND EXCEPT THAT CERTAIN 0.001 ACRE TRACT OF LAND OF RECORD IN DOCUMENT NO. 2006111407, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

WEDEMEYER PUD

SHEET 1 OF 2

DATE: 05/28/15	DRAWN BY: KWA	FN: 15-201(KWA)	FILE: H:\100345\027\1003450127EX1.DWG	PROJECT No. R0100345-10027

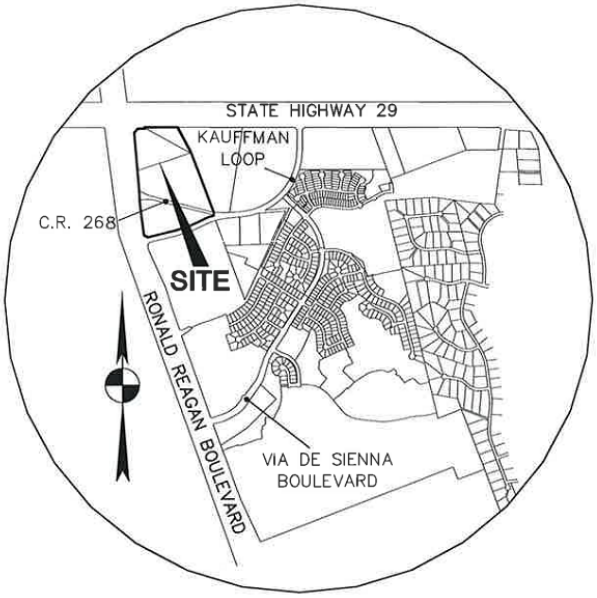
H:\100345\027\1003450127EX1.dwg Jun 1, 15 9:15 AM by: mjezisek

LEGEND

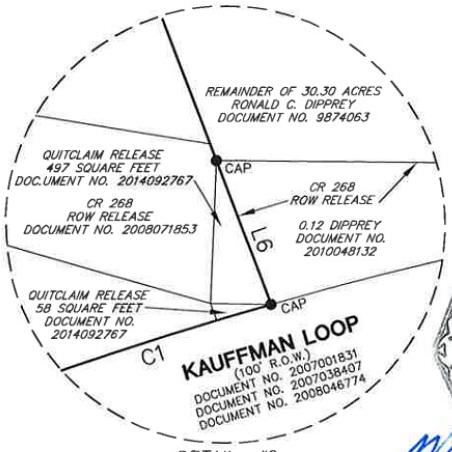
- ● 1/2" IRON ROD FOUND
- ○ 1/2" IRON ROD WITH "BURY" CAP SET
- P.O.B. POINT OF BEGINNING

BEARING BASIS NOTE:

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



VICINITY MAP
N.T.S.



DETAIL: #2
NOT TO SCALE

STATE OF TEXAS REGISTERED MARK JERRY JEZISEK 5267 PROFESSIONAL LAND SURVEYOR

5/28/15

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N42°29'10"E	104.00'
L2	S89°53'11"E	122.01'
L3	N79°21'29"E	25.58'
L4	N60°46'59"W	16.99'
L5	N1°06'29"W	7.92'
L6	S20°31'14"E	52.33'
L7	S76°13'11"W	484.77'
L8	N60°02'32"W	75.35'
L9	N16°16'06"W	41.06'
L10	N2°20'37"W	213.68'
L11	N4°52'38"W	376.76'
L12	S78°16'03"W	212.04'
L13	S15°07'36"E	100.52'
L14	S8°50'55"E	100.65'
L15	N70°22'19"E	22.26'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	256.78'	1250.00'	11°46'11"	S68°18'12"W	256.32'
C2	583.29'	2500.00'	13°22'05"	S69°08'28"W	581.96'

BURY

221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
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SKETCH TO ACCOMPANY DESCRIPTION

OF 49.737 ACRES OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NO. 5 SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING ALL OR A PART OF THOSE CERTAIN TRACTS OF LAND OF RECORD IN DOCUMENT NOS. 2008017931, 2014096489, 2008071853, 2014092767, 2007054843 AND 2006078782, SAVE AND EXCEPT THAT CERTAIN 0.001 ACRE TRACT OF LAND OF RECORD IN DOCUMENT NO. 2006111407, ALL OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

WEDEMEYER PUD

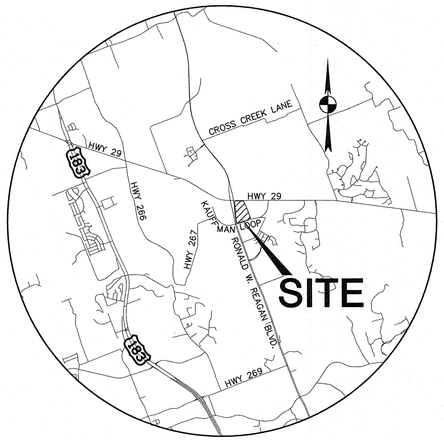
SHEET 2 OF 2

DATE: 05/28/15	DRAWN BY: KWA	FN: 15-201(KWA)	FILE: H:\100345\027\1003450127EX1.DWG	PROJECT No. R0100345-10027

H:\100345\027\1003450127EX1.dwg Jun 1, 15 9:16 AM by: mjezisek

EXHIBIT "D"

Concept Plan & Preliminary Plat



VICINITY MAP

N.T.S.

CONCEPT PLAN & PRELIMINARY PLAT

FOR

BAR W RANCH COMMERCIAL

SHEET INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	CONCEPT PLAN
3	PRELIMINARY PLAT
4	EXISTING ONSITE DRAINAGE AREA MAP
5	EXISTING OFFSITE DRAINAGE AREA MAP
6	UTILITY PLAN
7	OVERALL TREE PROTECTION PLAN
8	TREE PROTECTION PLAN A
9	TREE PROTECTION PLAN B
10	TREE PROTECTION PLAN C
11	TREE PROTECTION PLAN D
12	TREE LIST

DEVELOPER: BARSHOP & OLES COMPANY
801 CONGRESS AVENUE, #300
AUSTIN, TX 75701
(512) 477-1212

OWNER: RR 29 RETAIL, LTD.
801 CONGRESS AVENUE, #300
AUSTIN, TX 78701
(512) 477-1212

ENGINEER/ SURVEYOR: BURY-AUS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

OWNER: HOWARD BARKLEY WEDEMEYER
5773 WOODWAY #207
HOUSTON, TX 77057
(713) 816-5874

WATERSHED STATUS:

THIS SITE IS IN THE MIDDLE FORK OF THE SAN GABRIEL RIVER WATERSHED.
THIS SITE IS LOCATED OVER THE TCEQ EDWARDS AQUIFER RECHARGE ZONE.

FLOODPLAIN INFORMATION:

THERE ARE NO IDENTIFIED FLOOD HAZARD AREAS IN THE PLANNED AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (FIRM) NO. 48491C0275E, DATED SEPTEMBER 26, 2008.

LEGAL DESCRIPTION:

49.737 ACRES OF LAND OUT OF THE GREENLEAF FISK SURVEY ABSTRACT NO. 5, SITUATED AT THE SOUTHEASTERLY CORNER OF THE INTERSECTION OF STATE HIGHWAY 29 AND RONALD REAGAN BOULEVARD IN WILLIAMSON COUNTY, TEXAS.

BENCHMARK NOTE:

ELEVATIONS HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) UTILIZING WESTERN DATA SYSTEMS CONTINUALLY OPERATING REFERENCE STATION (CORS) NETWORK AT THE TIME OF THIS SURVEY.

TBM 100: 1/2" IRON ROD WITH RED CAP IN BETWEEN RONALD REAGAN BOULEVARD FRONTAGE ROADS AT NORTH SIDE OF INTERSECTION WITH KAUFFMAN LOOP. ELEV=1027.30'

TBM 102: PK NAIL WITH WASHER SET NEAR EDGE OF ASPHALT ON SOUTH SIDE OF KAUFFMAN LOOP, ACROSS THE STREET FROM SOUTHEAST CORNER OF SITE, ±200' WEST OF A DRIVEWAY. ELEV=1015.62'

TBM 103: PK NAIL WITH WASHER SET NEAR EDGE OF CULVERT ON THE WEST SIDE OF DRIVEWAY ON SOUTH SIDE OF KAUFFMAN LOOP, ACROSS THE STREET FROM GATE IN SOUTH LINE OF SITE. ELEV=1018.29'

TBM 104: PK NAIL WITH WASHER SET IN PAVEMENT ±1' EAST OF EDGE OF SHOULDER ON WEST SIDE OF NORTHBOUND RONALD REAGAN BOULEVARD, ±110' SOUTH OF END OF SHOULDER. ELEV=1005.55'

TBM 200: PK NAIL WITH WASHER SET IN CONCRETE U-TURN MEDIAN ON SOUTH SIDE OF STATE HIGHWAY 29 AND WEST SIDE OF NORTHBOUND FRONTAGE ROAD ON RONALD REAGAN BLVD. ELEV=994.27'

TBM 201: PALUMINUM DISK IN CONCRETE FOUND ON SOUTH SIDE OF STATE HIGHWAY 29, ON EAST SIDE OF DRIVEWAY LOCATED JUST EAST OF THE NORTHEASTERLY CORNER OF SITE. ELEV=978.82'

NOTE: CONTRACTOR TO VERIFY BENCHMARK LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

ADDRESS : S.H. 29 AND RONALD REAGAN BLVD
LEANDER, WILLIAMSON COUNTY, TX 78628

SUBMITTAL DATE : JUNE 9, 2015

SUBMITTED BY : 11/13/15 DATE

MEGAN A. MEYER, P.E.
BURY-AUS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701
(512) 328-0011

STATE OF TEXAS
MEGAN A. MEYER
106173
LICENSED
PROFESSIONAL ENGINEER

PLAN SUBMITTALS:

NO.	DATE	COMMENTS

I, MEGAN A. MEYER, P.E., CERTIFY THAT THESE ENGINEERING DOCUMENTS ARE COMPLETE, ACCURATE AND ADEQUATE FOR THE INTENDED PURPOSES, INCLUDING CONSTRUCTION, BUT ARE NOT AUTHORIZED FOR CONSTRUCTION PRIOR TO FORMAL CITY APPROVAL.

FILE: G:\100345\10027\CD DWG\100345027CVR01.dwg

GENERAL NOTES:

1. THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CURRENT CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS.
2. A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION OF ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION.
3. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES, OR OTHER PROVIDERS AS APPROVED BY CITY OF LEANDER.
4. NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
5. PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF LEANDER.
6. ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
7. BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH PUD NO. _____, OR THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER.
8. SIDEWALKS TO BE INSTALLED PER THE APPROVED PUD DOCUMENT ASSOCIATED WITH THIS SUBDIVISION.
9. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.
10. ALL DRIVE LANES, FIRE LANES, AND DRIVEWAYS WITHIN THIS SUBDIVISION SHALL PROVIDE FOR RECIPROCAL ACCESS FOR INGRESS AND EGRESS TO ALL OTHER LOTS WITHIN THE SUBDIVISION AND TO ADJACENT PROPERTIES.
11. BASED ON CITY TRANSPORTATION PLAN AND EXISTING ROADWAY CONDITIONS, ROADWAY ADEQUACY FEES ARE NOT REQUIRED.
12. THE TIA, DATED 11/16/2015, HAS BEEN COMPLETED FOR THE OVERALL DEVELOPMENT OF THE BAR W RANCH COMMERCIAL PROPERTY. THE TIA HAS OUTLINED THE IMPROVEMENTS LISTED BELOW FOR TWO (2) CONDITIONS. CONDITION 1 IMPROVEMENTS ARE RECOMMENDED IF STATE HIGHWAY (SH) 29 IS IMPROVED. CONDITION 2 IMPROVEMENTS ARE RECOMMENDED IF SH 29 IS NOT IMPROVED. AT THE TIME OF SITE PLAN APPLICATION FOR THE BAR W RANCH COMMERCIAL PROPERTY, OR A SUBSECTION THEREIN, THE TIA AND THE CORRESPONDING IMPROVEMENTS SHALL BE UPDATED TO REFLECT CURRENT CONDITIONS. ANY CHANGES TO THE TIA AND CORRESPONDING IMPROVEMENTS WILL TAKE PRECEDENT OVER WHAT IS LISTED BELOW.

CONDITION 1 IMPROVEMENTS

INTERSECTION	IMPROVEMENTS
KAUFFMAN LOOP & RONALD REAGAN BLVD	SIGNAL INSTALLATION
KAUFFMAN LOOP & SH 29	SIGNAL INSTALLATION
DRIVEWAY A	DECELERATION LANE
DRIVEWAY D	DECELERATION LANE
DRIVEWAY E	DECELERATION LANE
DRIVEWAY F	DECELERATION LANE
DRIVEWAY G	DECELERATION LANE

CONDITION 2 IMPROVEMENTS

INTERSECTION	IMPROVEMENTS
KAUFFMAN LOOP & RONALD REAGAN BLVD	SIGNAL INSTALLATION
KAUFFMAN LOOP & SH 29	SIGNAL INSTALLATION
KAUFFMAN LOOP & SH 29	DUAL LEFT TURN BAY AT WB APPROACH
DRIVEWAY A	DECELERATION LANE
DRIVEWAY D	DECELERATION LANE
DRIVEWAY E	DECELERATION LANE
DRIVEWAY F	DECELERATION LANE
DRIVEWAY G	DECELERATION LANE

TITLE COMMITMENT NOTE:

ONLY THOSE EASEMENTS LISTED IN THE FOLLOWING TITLE COMMITMENTS: GRACY TITLE, A STEWART COMPANY TITLE COMMITMENT G.F. NO. 01247-26374, EFFECTIVE DATE DECEMBER 8, 2014;HERITAGE TITLE COMPANY OF AUSTIN, INC. TITLE COMMITMENT G.F. NO. 201500778A, EFFECTIVE DATE OF MAY 21, 2015; HERITAGE TITLE COMPANY OF AUSTIN, INC. TITLE COMMITMENT G.F. NO. 201500778, EFFECTIVE DATE OF MAY 21, 2015; WERE CONSIDERED FOR THIS SURVEY. NO OTHER RESEARCH WAS PERFORMED BY BURY-AUS, INC.

SURVEYOR'S CERTIFICATION

I, MARK JEZISEK, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF LAND SURVEYING AND HEREBY CERTIFY THIS PRELIMINARY PLAT WAS PREPARED FROM AN ACTUAL ON THE GROUND SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION.

11/13/15

MARK JEZISEK, R.P.L.S.
TEXAS REGISTRATION NO. 5267
BURY-AUS, INC.
221 WEST SIXTH STREET, SUITE 600
AUSTIN, TEXAS 78701

STATE OF TEXAS
REGISTERED
MARK JERRY JEZISEK
5267
PROFESSIONAL
LAND SURVEYOR

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

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BURY-AUS, INC. DATE
QA/QC REVIEW APPROVAL

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

811 Know what's below. Call before you dig.

BAR W RANCH COMMERCIAL

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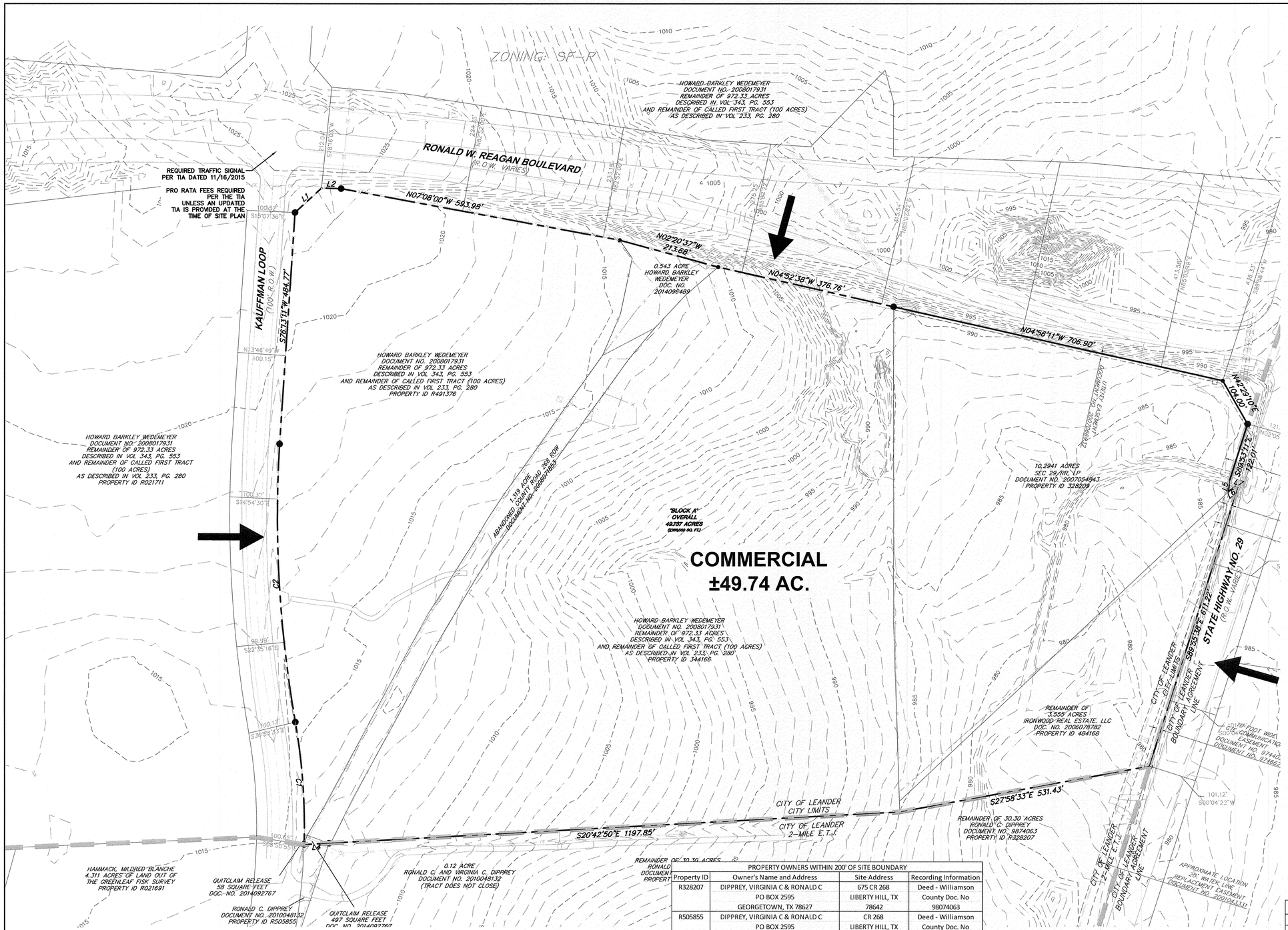

100 0 50 100 200
1" = 100'

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX	XXX	PROPERTY INFORMATION
		CONCRETE SIDEWALK
		CITY OF LEANDER CITY LIMITS
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN
		ACCESS PERMITTED ALONG FRONTAGE

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N60°02'32"W	75.35'
L2	N16°16'06"W	41.06'
L3	N70°22'19"E	22.26'
L4	S20°31'14"E	52.33'
L5	N79°21'29"E	25.58'
L6	N60°46'59"W	16.99'
L7	N1°06'29"W	7.92'

CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	256.78'	1250.00'	11°46'11"	S68°18'12"W	256.32'
C2	583.29'	2500.00'	13°22'05"	S69°08'28"W	581.96'

PROPERTY OWNERS WITHIN 200' OF SITE BOUNDARY

Property ID	Owner's Name and Address	Site Address	Recording Information
R328207	DIPPREY, VIRGINIA C & RONALD C PO BOX 2595 GEORGETOWN, TX 78627	675 CR 268 LIBERTY HILL, TX 78642	Deed - Williamson County Doc. No 98074063
R505855	DIPPREY, VIRGINIA C & RONALD C PO BOX 2595 GEORGETOWN, TX 78627	CR 268 LIBERTY HILL, TX 78642	Deed - Williamson County Doc. No 2010048132
R021691	HAMMACK, MILDRED BLANCHE 160 SAN MINIATO ST GEORGETOWN, TX 78628-7030	CR 268 LIBERTY HILL, TX 78642	Deed - Williamson County Doc. No 9516876
R021711	WEDEMEYER, HOWARD BARKLEY 5773 WOODWAY # 207 HOUSTON, TX 77057	CR 268 LIBERTY HILL, TX 78642	Deed - Williamson County Doc. No 2008017931
R484991	WILCO LAND INVESTMENTS I LLC ET AL PO BOX 688 GEORGETOWN, TX 78627	HWY 29 W LIBERTY HILL, TX 78642	Deed - Williamson County Doc. No 2014003388
R529026	GAIDA FAMILY LTD PARTNERSHIP & D-STAR HOLDINGS LP PO BOX 2595 GEORGETOWN, TX 78627-2595	HWY 29 W LIBERTY HILL, TX 78642	Deed - Williamson County Doc. No 2009034512

ADJACENT RIGHT-OF-WAY TABLE

STREET NAME	EXISTING/ PROPOSED	FROM	TO	FRONTAGE LENGTH (FT)
Ronald Reagan Blvd.	Ex.	Kauffman Loop	S.H. 29	1932
State Highway 29	Ex.	Ronald Reagan Blvd.	733' East of Intersection w/ Ronald Reagan Blvd.	733
Kauffman Loop	Ex.	Ronald Reagan Blvd.	1325' East of Intersection w/ Ronald Reagan Blvd.	1325

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Austin, Texas 78701
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TBPE # F-1048 TBPLS # F-10107500

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STATE OF TEXAS
MEGAN A. MEYER
106173
LICENSED PROFESSIONAL ENGINEER
11/13/15

CONCEPT PLAN

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 2 OF 12

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100 0 50 100 200

1" = 100'

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX	XXX	PROPERTY INFORMATION
		CONCRETE SIDEWALK
		CITY OF LEANDER CITY LIMITS
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN

NOTES:

1. ACCESS POINTS AND DECELERATION LANE LOCATIONS SHOWN PER TIA DATED 11/16/2015.
2. EIGHT (8) FOOT WIDE CONCRETE SIDEWALKS, BUILT TO CITY OF LEANDER STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE: KAUFFMAN LOOP. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE LOT BEING OCCUPIED.
3. TEN (10) FOOT WIDE CONCRETE SIDEWALKS, BUILT TO CITY OF LEANDER STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS AND AS SHOWN BY A DOTTED LINE: RONALD REAGAN BLVD AND STATE HIGHWAY 29. THE SIDEWALKS ALONG STATE HIGHWAY 29 ARE SUBJECT TO THE APPROVAL OF THE TEXAS DEPARTMENT OF TRANSPORTATION AT THE SITE PLAN PHASE.
4. SIDEWALK LOCATIONS AND ALIGNMENTS TO BE DETERMINED AT THE SITE PLAN PHASE.

LAND USE AND LUE TABLE

LAND USE	LOT	ACREAGE	ASSUMED METER SIZE	CALCULATED LUE's (PER METER SIZE)
COMMERCIAL	1	17.71	3" 2"	24
	2	11.76	3"	16
	3	1.11	2"	8
	4	0.98	2"	8
	5	1.35	2"	8
	6	1.24	2"	8
	7	1.40	2"	8
	8	1.06	2"	8
	9	1.26	2"	8
	10	4.77	2"	8
IRRIGATION			1.5"	5
			1.5"	5
TOTAL COMMERCIAL:	**10**	**42.64**	--	**104**

LAND USE	LOT	ACREAGE	ASSUMED METER SIZE	CALCULATED LUE's (PER METER SIZE)
WATER QUALITY/ DETENTION	11	7.08	--	0
TOTAL WQ./DETENTION:	**1**	**7.08**	--	**0**

TOTAL LUEs	**104**

LINE TABLE

NO.	BEARING	DISTANCE
L1	N60°02'32"W	75.35'
L2	N16°16'06"W	41.06'
L3	N70°22'19"E	22.26'
L4	S20°31'14"E	52.33'
L5	N79°21'29"E	25.58'
L6	N60°46'59"W	16.99'
L7	N1°06'29"W	7.92'

CURVE TABLE

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STATE OF TEXAS MEGAN A. MEYER 106173 LICENSED PROFESSIONAL ENGINEER 11/13/15

PRELIMINARY PLAT

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 3 OF 12

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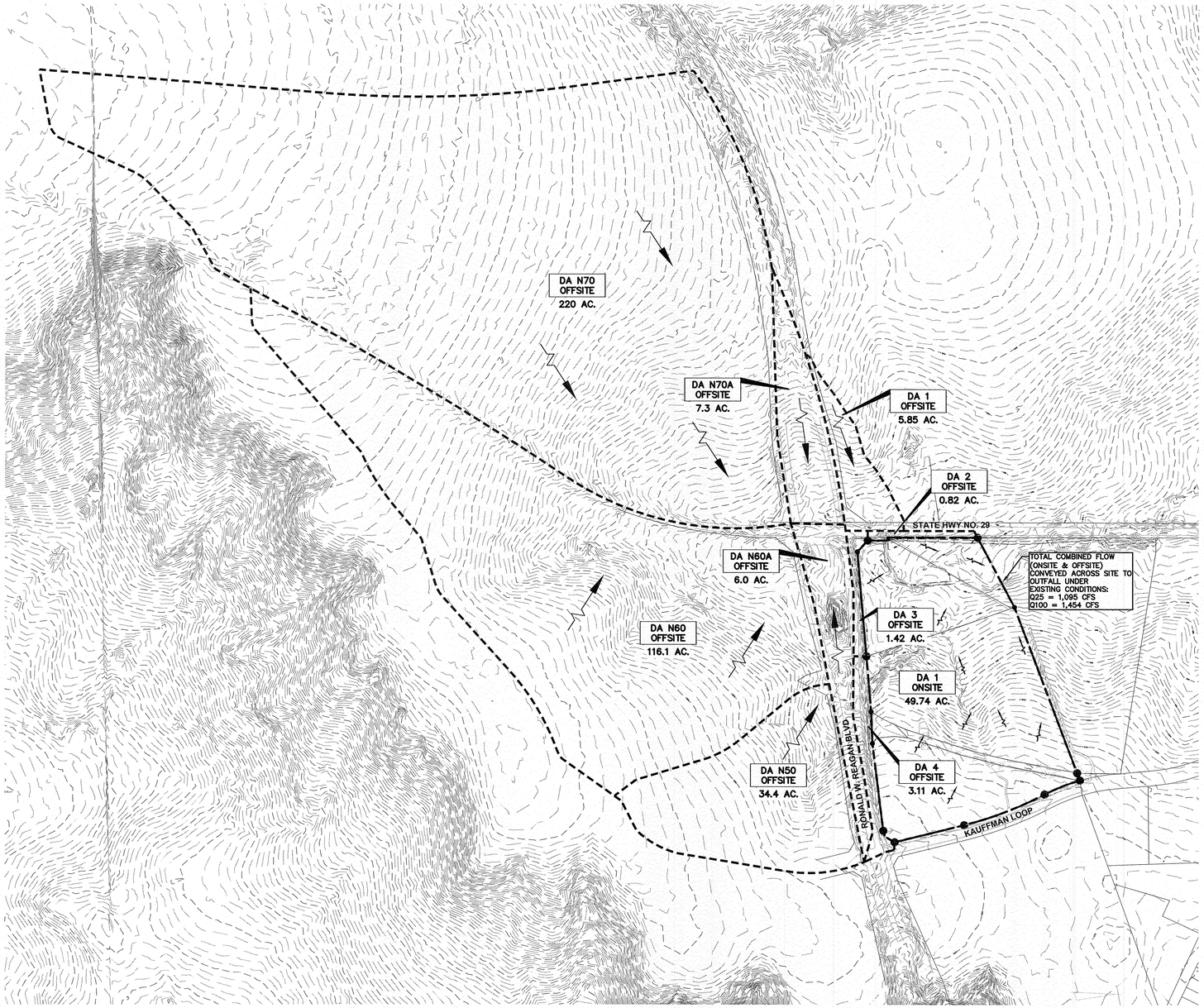

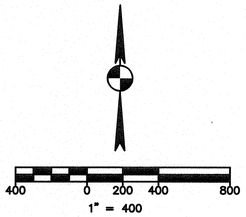

LEGEND

EXISTING	DESCRIPTION
	EXISTING PROPERTY LINE
	DIRECTION OF FLOW
678	CONTOUR
#	DRAINAGE AREA NUMBER
X.XX AC.	DRAINAGE AREA ACREAGE
	DRAINAGE AREA BOUNDARY

EXISTING DRAINAGE AREA CALCS

AREA	ACRES	% IC	TC (minutes)	Q25 (CFS)	Q100 (CFS)	METHOD
DA 1 ONSITE	49.7	100.0	55.20	142	206	SCS
DA 1 OFFSITE	116.1	6.2	66.86	28	39	SCS
DA 2 OFFSITE	6.0	63.4	5.00	5	7	SCS
DA 3 OFFSITE	220.0	34.5	5.00	9	13	SCS
DA 4 OFFSITE	7.3	38.6	5.00	20	28	SCS
N50	34.4	--	--	113	142	RATIONAL
N60	116.1	--	--	272	345	RATIONAL
N60A	6.0	--	--	16	20	RATIONAL
N70	220.0	--	--	475	637	SCS
N70A	7.3	--	--	14	17	RATIONAL
			TOTAL	1,095	1,454	

NOTES:

1. OFFSITE FLOWS ARE FOR EXISTING CONDITIONS.
2. DRAINAGE AREAS AND CALCULATIONS FOR DRAINAGE AREAS N50, N60, N60A, N70, N70A, ARE PER TXDOT RONALD REAGAN BOULEVARD CONSTRUCTION PLANS DONE BY TCB AECOM, DATED JULY 8, 2005.

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STATE OF TEXAS
MEGAN A. MEYER
106173
LICENSED
PROFESSIONAL ENGINEER
7/13/15

EXISTING DRAINAGE AREA MAP

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 4 OF 12

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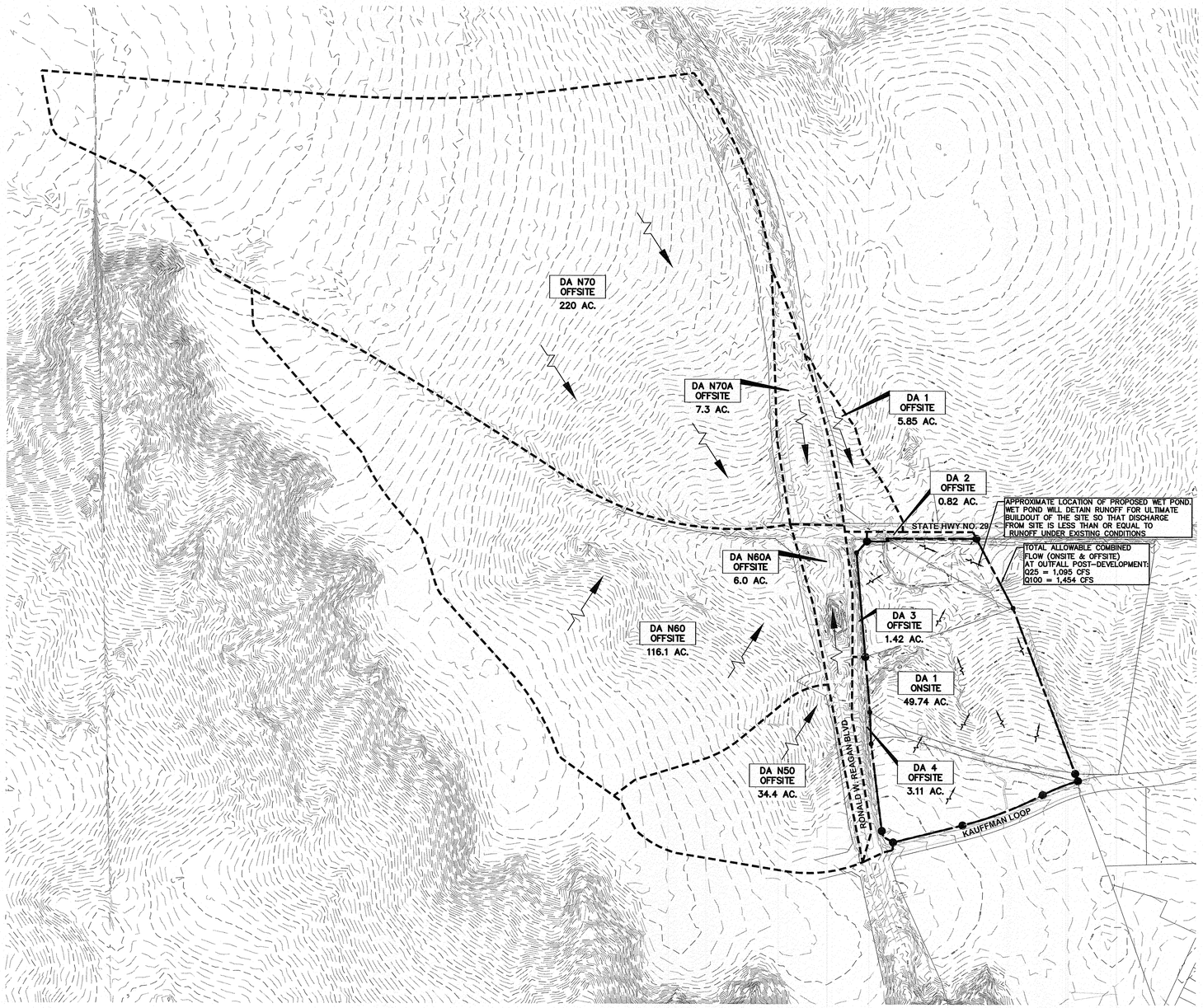

400 0 200 400 800

1" = 400

LEGEND

EXISTING	DESCRIPTION
	EXISTING PROPERTY LINE
	DIRECTION OF FLOW
678	CONTOUR
#	DRAINAGE AREA NUMBER
X.XX AC.	DRAINAGE AREA ACREAGE
	DRAINAGE AREA BOUNDARY

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

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STATE OF TEXAS
MEGAN A. MEYER
106173
LICENSED
PROFESSIONAL ENGINEER
7/13/15

PROPOSED DRAINAGE AREA MAP

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 5 OF 12

811 Know what's below. Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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100 0 50 100 200

1" = 100'

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX	XXX	PROPERTY INFORMATION
		CITY OF LEANDER CITY LIMITS
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN
W	W	PROPOSED WATERLINE
SS	SS	PROPOSED STORMSEWER

NOTE:

1. ALL PROPOSED UTILITY ALIGNMENTS AND SIZES ARE CONCEPTUAL. FINAL LOCATIONS AND ALIGNMENT OF PROPOSED UTILITIES, INCLUDING WATER, WASTEWATER, AND DRAINAGE, WILL BE FINALIZED DURING THE SITE DEVELOPMENT PERMIT PROCESS.
2. WATER AND WASTEWATER SERVICE TO BE PROVIDED TO ALL LOTS THROUGH INTERNAL UTILITY LINES AT SITE PLAN.
3. FINAL ALIGNMENT AND DESIGN OF INTERNAL UTILITY LINES ARE TO BE AGREED UPON DURING THE SITE DEVELOPMENT PERMIT PROCESS FOR SERVICE TO INDIVIDUAL LOTS.
4. EASEMENTS SHOWN ARE FOR CONCEPTUAL LOCATIONS AND MAY BE PRIVATE OR PUBLIC. FINAL LOCATIONS AND ALINGMENTS TO BE DETERMINED DURING SITE PLAN.

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10/13/15

UTILITY PLAN

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 6 OF 12

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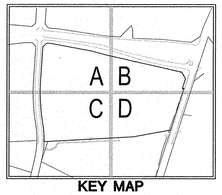
1" = 100'



KEY MAP

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX	XXX	PROPERTY INFORMATION
		CITY OF LEANDER CITY LIMITS

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11/13/15

OVERALL TREE PROTECTION PLAN

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 7 OF 12

811 Know what's below. Call before you dig.

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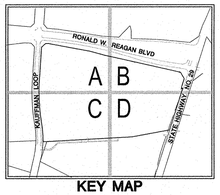
1" = 50'



KEY MAP

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX		PROPERTY INFORMATION
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN
		TREE

NOTES

1. TREE SURVEY WAS CONDUCTED BY BURY, INC. ON MAY 21, 2015.
2. ONLY HARDWOOD TREES 8" OR GREATER WERE SURVEYED.
3. REFER TO SHT. 12 FOR TREE LIST.

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LICENSED PROFESSIONAL ENGINEER
7/15/15

TREE PROTECTION PLAN A

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 8 OF 12

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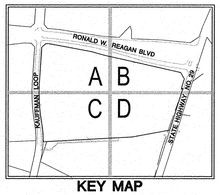
1" = 50'



KEY MAP

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX		PROPERTY INFORMATION
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN
		TREE

NOTES

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7/13/15

TREE PROTECTION PLAN B

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 9 OF 12

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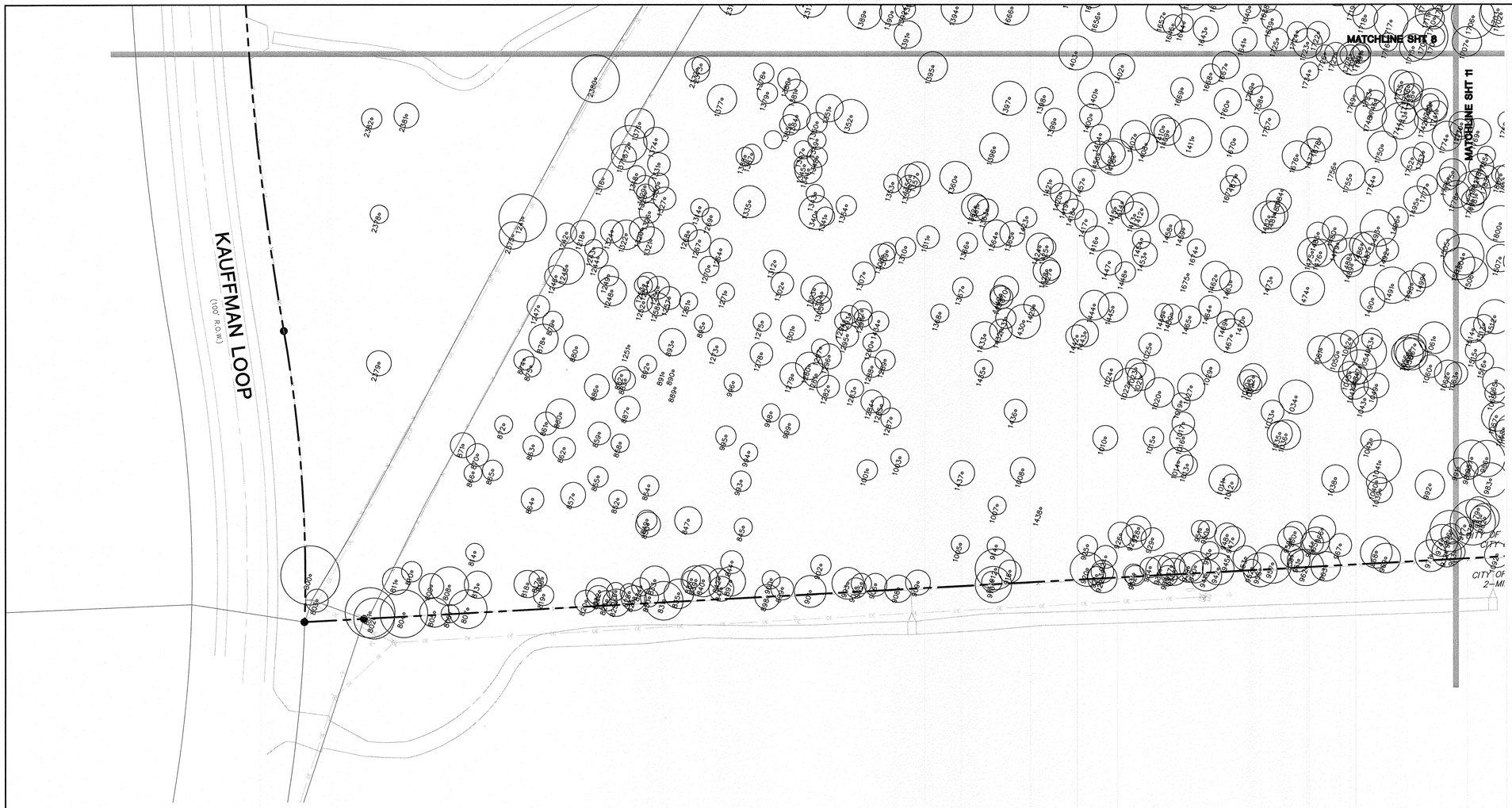

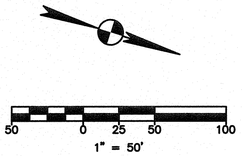

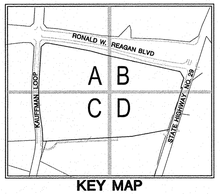

KEY MAP

LEGEND

EXISTING	PROPOSED	DESCRIPTION
		PROPERTY LINE/(R.O.W.) LINE
XXX		PROPERTY INFORMATION
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN
		TREE

NOTES

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LICENSED PROFESSIONAL ENGINEER
7/13/15

TREE PROTECTION PLAN C

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 10 OF 12

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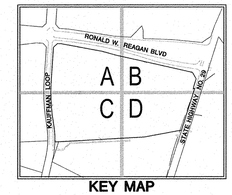
1" = 50'



KEY MAP

LEGEND

EXISTING	PROPOSED	DESCRIPTION
XXX		PROPERTY LINE/(R.O.W.) LINE
		PROPERTY INFORMATION
		LIGHT POLE
		POWER POLE
		DOWN GUY
		FIRE HYDRANT
		WATER VALVE
		WATER METER
		TELEPHONE RISER
		ELECTRIC BOX
		ELECTRIC METER
		GAS METER
		GAS VALVE
		TRAFFIC CONTROL BOX
		TRAFFIC SIGNAL POST
		GRATE INLET
		CURB INLET
		OVERHEAD ELECTRIC
		UNDERGROUND GAS LINE
		STORMSEWER MANHOLE
		ELECTRIC MANHOLE
		TELEPHONE MANHOLE
		WASTEWATER MANHOLE
		CURB & GUTTER
		CONCRETE SIDEWALK
		SIGN
* ???		TREE

NOTES

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PROFESSIONAL ENGINEER
7/13/15

TREE PROTECTION PLAN D

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

SHEET 11 OF 12

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TREE LIST

NO.	DESCRIPTION
800	26" POST OAK
801	22" POST OAK
802	18" POST OAK
803	10" CEDAR ELM
804	21" POST OAK
805	13" CEDAR ELM
806	8" CEDAR ELM
807	17" POST OAK
808	17" POST OAK(9, 9, 7)
809	11" POST OAK(8, 5)
810	9" POST OAK
811	12" POST OAK(8, 8)
813	12" POST OAK
814	8" POST OAK
817	8" POST OAK
818	12" POST OAK
819	9" POST OAK
820	10" POST OAK
821	10" POST OAK
822	12" POST OAK(12, ILL)
824	9" POST OAK
825	12" POST OAK
826	8" POST OAK
828	8" POST OAK
829	11" POST OAK
830	8" POST OAK
831	17" POST OAK
833	13" POST OAK
834	8" POST OAK(8, ILL)
835	13" POST OAK(10, 6)
838	8" POST OAK
839	13" POST OAK
840	14" POST OAK
841	11" POST OAK
842	9" POST OAK
844	10" POST OAK(10, ILL)
845	8" POST OAK
847	12" POST OAK(8, 7)
849	9" POST OAK(9, ILL)
850	11" POST OAK(11, ILL)
852	8" POST OAK
854	9" POST OAK
855	9" POST OAK
857	11" POST OAK
858	8" POST OAK
859	10" POST OAK
860	13" POST OAK(9, 8)
861	10" POST OAK
862	10" POST OAK
863	9" POST OAK
864	10" POST OAK
865	9" POST OAK
866	8" POST OAK
870	10" POST OAK(7, 6)
871	11" POST OAK(7, 7)
872	8" POST OAK
874	9" POST OAK
875	9" POST OAK
878	13" POST OAK
879	9" POST OAK
880	11" POST OAK
882	8" POST OAK
883	9" POST OAK
886	11" POST OAK(8, 6)
887	11" POST OAK
891	8" ASH (5, 5)
892	8" POST OAK
893	12" POST OAK(9, 6)
895	8" ASH
897	13" POST OAK
898	11" POST OAK
899	10" POST OAK
900	8" POST OAK
901	14" POST OAK
902	9" POST OAK
903	14" POST OAK
904	9" POST OAK
905	9" POST OAK
906	10" POST OAK
908	12" POST OAK
909	11" POST OAK
910	16" POST OAK
911	9" POST OAK
912	18" CEDAR ELM (13, 10)
914	8" POST OAK
916	10" POST OAK
920	15" POST OAK
921	8" POST OAK
922	13" POST OAK
923	10" POST OAK(7, 6)
924	10" POST OAK
925	9" POST OAK
926	11" POST OAK(ILL)
927	11" POST OAK
928	11" POST OAK
929	10" POST OAK
931	9" POST OAK
932	9" POST OAK
934	9" POST OAK
935	13" POST OAK
936	9" POST OAK
937	12" POST OAK
938	12" POST OAK
939	13" POST OAK
940	14" POST OAK
941	14" POST OAK
942	14" POST OAK
943	8" POST OAK
947	11" POST OAK
948	11" POST OAK
950	8" POST OAK
951	8" POST OAK
952	8" POST OAK
953	11" POST OAK
956	15" POST OAK
957	17" CEDAR ELM
958	10" POST OAK
959	11" POST OAK
960	10" POST OAK
961	10" POST OAK
962	16" POST OAK
963	13" POST OAK
964	10" POST OAK
965	12" POST OAK
966	12" POST OAK
967	10" POST OAK
968	14" POST OAK
969	13" POST OAK
971	14" POST OAK
972	13" POST OAK
973	9" POST OAK
974	14" POST OAK
975	9" POST OAK
976	18" POST OAK
977	8" POST OAK
978	20" POST OAK
979	11" POST OAK
981	9" POST OAK(7, 4)
982	13" POST OAK
983	15" POST OAK
984	15" POST OAK
985	16" POST OAK
986	16" POST OAK
987	16" POST OAK
989	8" POST OAK
991	9" POST OAK
992	13" POST OAK
993	9" POST OAK
994	8" POST OAK
995	9" POST OAK
996	8" POST OAK
998	8" POST OAK(8, ILL)
999	9" POST OAK
1001	9" POST OAK
1003	8" POST OAK
1005	8" POST OAK
1007	8" POST OAK
1008	11" POST OAK
1010	11" POST OAK
1011	13" POST OAK
1012	8" POST OAK
1013	9" POST OAK
1014	13" POST OAK
1015	9" POST OAK
1016	12" POST OAK
1017	10" POST OAK
1019	8" POST OAK
1020	13" POST OAK(13, ILL)
1021	12" POST OAK(12, ILL)
1022	13" POST OAK(13, ILL)
1023	9" POST OAK
1024	10" POST OAK
1025	10" POST OAK
1027	12" POST OAK
1029	8" POST OAK
1030	10" POST OAK
1031	8" POST OAK
1032	12" POST OAK
1033	10" POST OAK
1034	15" POST OAK
1035	11" POST OAK
1036	13" POST OAK
1038	12" POST OAK
1039	11" POST OAK
1040	9" POST OAK
1041	19" POST OAK(11, 10, 6)
1042	9" POST OAK
1043	11" POST OAK
1044	12" POST OAK
1045	10" POST OAK
1046	9" POST OAK
1047	15" POST OAK(15, ILL)
1049	11" POST OAK
1050	17" POST OAK
1051	12" POST OAK
1052	8" POST OAK
1053	9" POST OAK
1054	16" POST OAK
1055	14" POST OAK
1056	14" POST OAK
1057	10" POST OAK
1058	14" POST OAK
1060	10" POST OAK
1061	14" POST OAK
1062	12" POST OAK
1063	10" POST OAK
1065	12" POST OAK
1066	9" POST OAK
1067	13" POST OAK
1068	8" POST OAK(5, 5)
1069	17" POST OAK
1071	16" POST OAK
1072	10" POST OAK
1073	14" POST OAK
1076	18" POST OAK
1077	12" POST OAK
1078	8" CEDAR ELM
1080	8" POST OAK
1081	9" POST OAK
1082	15" POST OAK
1083	15" POST OAK
1084	9" POST OAK
1085	13" POST OAK
1086	16" POST OAK
1087	15" POST OAK(15, ILL)
1088	10" POST OAK
1089	9" POST OAK
1090	18" POST OAK(12, 11)
1092	11" POST OAK
1093	22" POST OAK(15, 13)
1094	9" POST OAK
1096	9" POST OAK
1098	8" POST OAK
1099	9" POST OAK
1100	10" MESQUITE (7, 5)
1101	12" LIVE OAK
1102	12" POST OAK
1104	8" POST OAK
1106	18" POST OAK
1108	18" POST OAK
1109	8" CEDAR ELM
1110	8" CEDAR ELM (5, 3, 2)
1111	9" POST OAK
1112	20" POST OAK
1113	9" POST OAK
1114	9" POST OAK
1116	15" POST OAK(11, 7)
1117	19" POST OAK(13, 12)
1118	8" POST OAK
1119	9" POST OAK
1120	8" POST OAK
1121	11" POST OAK
1122	11" POST OAK
1124	13" POST OAK
1126	10" POST OAK
1127	9" POST OAK
1129	10" POST OAK(7, 6)
1130	8" POST OAK
1131	12" POST OAK
1133	10" POST OAK
1134	9" POST OAK(7, 4)
1135	8" POST OAK
1136	9" POST OAK
1138	8" POST OAK
1141	11" POST OAK
1142	8" POST OAK
1143	8" POST OAK
1146	18" POST OAK(13, 10)
1147	13" POST OAK(9, 7)
1148	8" POST OAK
1149	10" POST OAK
1152	9" CEDAR ELM
1154	23" POST OAK
1155	8" POST OAK
1156	9" POST OAK
1157	9" POST OAK
1158	13" POST OAK(9, 7)
1160	10" POST OAK(4, 4, 4, 4)
1161	10" POST OAK(7, 5)
1163	11" POST OAK
1164	11" POST OAK
1165	11" POST OAK(7, 7)
1166	8" POST OAK
1169	8" POST OAK
1170	11" POST OAK(8, 6)
1171	22" POST OAK(19, 6)
1172	8" POST OAK
1173	10" POST OAK
1176	8" POST OAK
1177	11" POST OAK
1178	17" POST OAK
1179	8" POST OAK
1180	13" POST OAK(9, 8)
1181	11" POST OAK
1182	10" POST OAK
1184	8" POST OAK
1185	9" POST OAK(7, 4)
1186	13" POST OAK
1187	11" POST OAK
1188	10" POST OAK
1191	13" POST OAK
1193	11" POST OAK
1194	13" POST OAK
1195	18" POST OAK(12, 12)
1196	17" POST OAK
1197	10" POST OAK
1198	10" POST OAK
1199	9" POST OAK
1200	16" POST OAK
1201	11" POST OAK
1203	10" POST OAK
1204	11" POST OAK
1206	8" POST OAK
1207	11" POST OAK
1208	9" POST OAK
1210	10" POST OAK
1211	11" POST OAK(7, 7)
1212	11" POST OAK
1213	11" POST OAK
1214	10" POST OAK
1215	10" POST OAK
1216	11" POST OAK
1217	8" POST OAK
1218	11" POST OAK
1220	9" POST OAK
1221	12" POST OAK
1222	11" POST OAK(7, 7)
1224	8" CEDAR ELM
1225	17" POST OAK
1226	20" POST OAK
1227	11" POST OAK
1228	8" CEDAR ELM
1231	16" POST OAK
1232	18" POST OAK(12, 11)
1233	10" POST OAK
1234	13" POST OAK
1235	18" POST OAK(15, CE, 6)
1236	11" POST OAK
1237	12" POST OAK
1238	10" CEDAR ELM (7, 5)
1239	16" POST OAK
1240	10" CEDAR ELM
1241	21" POST OAK
1242	9" MESQUITE
1243	8" POST OAK
1244	9" POST OAK
1245	16" ASH (11, 6, 4)
1246	10" POST OAK
1247	10" POST OAK
1248	13" POST OAK(9, 8)
1249	9" POST OAK(6, 5)
1252	8" POST OAK
1253	8" POST OAK
1254	9" POST OAK
1256	10" POST OAK
1257	10" POST OAK
1258	10" POST OAK(7, 6)
1261	8" POST OAK
1264	10" POST OAK
1267	10" POST OAK
1268	8" POST OAK
1269	8" POST OAK
1270	9" POST OAK
1271	8" POST OAK
1273	8" POST OAK
1275	8" POST OAK
1278	10" POST OAK(10, ILL)
1279	11" POST OAK
1280	12" POST OAK
1281	11" POST OAK
1282	10" POST OAK
1283	8" POST OAK
1284	10" POST OAK
1285	8" POST OAK
1287	9" POST OAK
1288	9" POST OAK
1289	9" POST OAK
1290	8" POST OAK
1291	8" POST OAK
1292	9" POST OAK
1293	8" POST OAK
1294	8" POST OAK
1295	10" POST OAK
1296	11" POST OAK
1297	8" POST OAK
1301	11" POST OAK
1302	10" POST OAK
1303	12" POST OAK
1304	9" POST OAK
1305	8" POST OAK
1307	10" POST OAK
1308	11" POST OAK
1309	8" POST OAK(8, ILL)
1310	9" POST OAK
1311	10" POST OAK(10, ILL)
1312	10" POST OAK
1314	8" POST OAK
1316	9" POST OAK
1318	8" POST OAK
1320	11" POST OAK
1321	12" POST OAK(9, 5, ILL)
1322	13" POST OAK(9, 7)
1324	10" POST OAK(7, 6)
1326	9" POST OAK
1327	10" POST OAK
1328	8" POST OAK(8, ILL)
1329	10" POST OAK(10, ILL)
1330	9" POST OAK(9, ILL)
1331	10" POST OAK(10, ILL)
1335	14" POST OAK(9, 9)
1340	15" POST OAK
1341	8" ASH (6, 3)
1343	8" ASH (8, ILL)
1344	12" POST OAK
1345	9" ASH (6, 5)
1347	8" POST OAK
1348	9" POST OAK
1349	8" ASH
1350	9" POST OAK
1351	12" POST OAK
1352	15" POST OAK
1353	8" POST OAK(8, ILL)
1354	9" POST OAK
1355	11" POST OAK
1357	11" POST OAK
1358	10" POST OAK(10, ILL)
1360	14" POST OAK
1361	9" POST OAK
1362	12" POST OAK
1363	10" POST OAK
1364	12" POST OAK(12, ILL)
1365	11" POST OAK
1366	9" POST OAK
1367	9" POST OAK
1368	8" POST OAK
1370	11" POST OAK
1371	11" POST OAK
1372	16" POST OAK
1374	11" POST OAK
1376	13" POST OAK
1377	13" POST OAK
1378	9" POST OAK(9, ILL)
1379	9" POST OAK(9, ILL)
1380	10" POST OAK(10, ILL)
1381	10" POST OAK(10, ILL)
1384	12" POST OAK
1385	9" POST OAK(9, ILL)
1387	9" POST OAK(9, ILL)
1388	8" POST OAK
1389	15" POST OAK(15, ILL)
1390	11" POST OAK(11, ILL)
1391	12" POST OAK(12, ILL)
1392	9" POST OAK(9, ILL)
1393	8" POST OAK(8, ILL)
1394	14" SPANISH OAK
1395	13" POST OAK(13, ILL)
1396	13" POST OAK(13, ILL)
1397	15" POST OAK
1398	8" POST OAK(8, ILL)
1399	10" POST OAK
1400	10" SPANISH OAK (7, 6)
1401	16" SPANISH OAK (16, ILL)
1402	11" POST OAK
1403	15" POST OAK(15, ILL)
1404	9" POST OAK(9, ILL)
1405	11" POST OAK
1406	16" POST OAK(16, ILL)
1407	13" POST OAK
1408	10" POST OAK(10, ILL)
1409	12" POST OAK(8, 7)
1410	11" POST OAK
1411	17" POST OAK
1412	15" POST OAK
1413	12" POST OAK
1414	10" POST OAK
1415	8" POST OAK
1416	11" POST OAK
1417	10" POST OAK(10, ILL)
1418	9" POST OAK(9, ILL)
1419	10" POST OAK
1420	9" POST OAK
1421	11" POST OAK(11, ILL)
1423	9" POST OAK(9, ILL)
1424	12" POST OAK
1425	8" POST OAK
1427	9" POST OAK
1428	12" POST OAK
1429	9" POST OAK
1430	15" POST OAK(10, 9, ILL)
1431	9" POST OAK(9, ILL)
1432	10" POST OAK(10, ILL)
1433	12" POST OAK
1434	9" POST OAK
1435	8" POST OAK(8, ILL)
1436	10" POST OAK(10, ILL)
1437	11" POST OAK(11, ILL)
1439	10" POST OAK
1440	9" POST OAK
1442	10" POST OAK
1443	12" POST OAK(12, ILL)
1444	13" POST OAK
1445	13" POST OAK
1447	11" POST OAK(11, ILL)
1448	9" POST OAK
1449	8" POST OAK(8, ILL)
1450	9" POST OAK(9, ILL)
1453	11" POST OAK(11, ILL)
1454	8" POST OAK
1456	12" POST OAK
1457	10" POST OAK
1458	10" POST OAK
1459	8" POST OAK
1462	13" POST OAK
1463	10" POST OAK
1464	10" POST OAK
1465	10" POST OAK
1467	15" POST OAK(10, 9)
1469	8" POST OAK
1470	8" POST OAK
1473	10" SPANISH OAK
1474	15" SPANISH OAK
1475	13" POST OAK
1476	12" POST OAK
1479	8" POST OAK
1480	11" POST OAK
1481	12" POST OAK
1482	14" POST OAK
1483	11" POST OAK
1485	10" POST OAK
1486	11" POST OAK
1487	15" POST OAK
1488	15" POST OAK
1489	10" POST OAK
1490	11" POST OAK
1491	16" POST OAK(11, 10)
1492	10" POST OAK
1493	16" POST OAK(12, 8)
1495	12" POST OAK
1496	9" POST OAK
1498	12" POST OAK
1499	11" POST OAK
1503	14" POST OAK
1504	18" POST OAK
1505	10" POST OAK
1506	14" POST OAK
1507	12" POST OAK
1508	12" POST OAK
1509	12" POST OAK
1510	11" POST OAK
1511	9" POST OAK
1512	15" POST OAK
1513	9" POST OAK
1514	11" ASH (8, 6)
1515	9" POST OAK
1516	8" POST OAK(8, ILL)
1518	8" POST OAK(8, ILL)
1519	11" POST OAK
1520	8" POST OAK
1521	11" POST OAK
1522	13" POST OAK(13, ILL)
1523	11" POST OAK
1524	14" POST OAK(14, ILL)
1525	8" POST OAK
1526	12" POST OAK
1528	14" POST OAK
1529	22" POST OAK(15, 14, ILL)
1530	15" POST OAK
1531	11" POST OAK
1532	10" POST OAK
1533	10" CEDAR ELM (6, 4, 4)
1534	12" POST OAK(12, ILL)
1535	8" CEDAR ELM (6, 4)
1536	9" POST OAK(9, ILL)
1537	10" POST OAK
1538	8" POST OAK
1539	13" POST OAK(13, ILL)
1540	10" POST OAK
1541	12" POST OAK
1542	12" CEDAR ELM (8, 7)
1543	17" POST OAK
1545	13" POST OAK
1546	9" SPANISH OAK
1547	15" CEDAR ELM (9, 6, 5)
1548	12" POST OAK
1549	17" POST OAK(14, 6)
1550	10" POST OAK(10, ILL)
1552	13" POST OAK
1553	14" POST OAK
1554	9" POST OAK
1555	9" POST OAK
1557	13" POST OAK
1558	8" POST OAK
1559	11" POST OAK
1560	13" POST OAK
1561	13" POST OAK
1562	9" POST OAK(9, ILL)
1563	8" POST OAK(8, ILL)
1564	14" POST OAK
1565	13" POST OAK
1566	13" POST OAK
1567	14" POST OAK
1569	9" POST OAK
1570	10" POST OAK
1571	9" POST OAK
1572	10" POST OAK
1574	10" POST OAK
1575	11" POST OAK
1576	12" POST OAK
1577	13" POST OAK
1578	13" POST OAK
1579	17" POST OAK
1581	11" POST OAK
1582	8" POST OAK
1583	8" POST OAK
1584	9" POST OAK
1585	8" POST OAK
1586	11" POST OAK
1588	15" POST OAK(10, 10)
1589	14" POST OAK
1591	13" POST OAK
1592	8" POST OAK
1593	13" POST OAK(13, ILL)
1594	18" POST OAK(14, 8, ILL)
1595	10" CEDAR ELM
1596	10" POST OAK
1597	9" POST OAK
1598	12" POST OAK
1599	15" POST OAK
1600	15" POST OAK(10, 10, ILL)
1601	16" POST OAK
1602	15" POST OAK
1603	11" POST OAK
1604	9" POST OAK(9, ILL)
1605	9" POST OAK
1606	8" POST OAK
1607	12" POST OAK(12, ILL)
1610	11" POST OAK
1611	15" POST OAK
1612	9" POST OAK
1613	10" POST OAK
1614	11" POST OAK
1615	15" POST OAK(10, 10)
1616	13" POST OAK
1617	10" POST OAK
1618	12" POST OAK
1619	14" POST OAK
1620	20" POST OAK
1621	9" POST OAK
1623	9" POST OAK
1624	9" POST OAK
1626	10" POST OAK
1627	13" POST OAK
1628	8" POST OAK
1629	10" POST OAK
1630	11" POST OAK
1631	11" POST OAK
1633	13" POST OAK
1634	18" POST OAK
1635	14" POST OAK
1636	12" POST OAK
1638	8" POST OAK
1639	9" POST OAK(9, ILL)
1640	10" POST OAK
1641	11" POST OAK
1643	11" POST OAK(11, ILL)
1644	8" POST OAK(8, ILL)
1645	9" POST OAK
1646	12" POST OAK
1648	16" POST OAK
1649	9" POST OAK
1651	11" POST OAK
1652	10" POST OAK
1653	14" POST OAK(14, ILL)
1654	8" POST OAK
1655	12" SPANISH OAK
1656	16" POST OAK
1657	16" POST OAK(16, ILL)
1658	11" POST OAK
1659	10" POST OAK
1660	15" POST OAK
1661	15" POST OAK
1662	12" SPANISH OAK
1663	17" POST OAK
1665	15" SPANISH OAK (11, 8, ILL)
1666	15" SPANISH OAK (11, 8, ILL)
1667	12" POST OAK
1668	9" POST OAK
1669	10" POST OAK
1670	12" POST OAK
1671	9" POST OAK
1672	9" POST OAK
1674	8" POST OAK
1676	13" POST OAK(13, ILL)
1677	11" POST OAK
1678	11" POST OAK
1680	12" POST OAK(12, ILL)
1681	14" POST OAK(14, ILL)
1682	16" POST OAK(12, 8, ILL)
1684	8" POST OAK(8, ILL)
1685	10" POST OAK
1686	9" POST OAK
1687	9" POST OAK
1688	12" POST OAK
1689	11" POST OAK
1690	15" POST OAK(11, 8)
1691	8" POST OAK
1692	10" POST OAK
1693	14" POST OAK
1694	8" POST OAK
1696	14" POST OAK
1698	11" POST OAK
1699	12" POST OAK
1700	12" POST OAK
1702	19" POST OAK(13, 11)
1703	15" POST OAK
1704	12" POST OAK
1706	19" POST OAK
1707	13" POST OAK
1708	9" POST OAK
1709	20" POST OAK
1710	9" POST OAK
1711	12" SPANISH OAK (12, ILL)
1712	9" SPANISH OAK (9, ILL)
1713	13" SPANISH OAK (13, ILL)
1714	13" POST OAK
1715	12" POST OAK
1716	8" POST OAK
1717	15" POST OAK(15, ILL)
1718	11" POST OAK(11, ILL)
1719	10" POST OAK
1720	17" SPANISH OAK (17, ILL)
1721	10" POST OAK
1722	10" POST OAK
1723	13" POST OAK
1724	9" POST OAK
1725	10" POST OAK(10, ILL)
1726	8" POST OAK(8, ILL)
1727	10" POST OAK
1728	9" POST OAK
1729	15" POST OAK
1730	8" POST OAK
1731	8" CEDAR ELM
1733	13" POST OAK
1734	8" POST OAK(8, ILL)
1735	11" POST OAK
1736	13" POST OAK
1737	11" POST OAK
1738	8" POST OAK
1739	8" POST OAK
1740	15" POST OAK(15, ILL)
1741	9" POST OAK
1742	10" POST OAK
1743	9" POST OAK
1744	16" POST OAK(12, 7)
1746	9" POST OAK
1748	14" POST OAK
1749	9" POST OAK
1750	13" POST OAK
1752	10" POST OAK
1753	9" POST OAK
1754	8" POST OAK(8, ILL)
1755	13" POST OAK(13, ILL)
1757	9" POST OAK(9, ILL)
1758	10" POST OAK
1759	9" POST OAK(9, ILL)
1760	12" POST OAK(12, ILL)
1762	12" POST OAK
1764	8" POST OAK
1765	10" POST OAK
1766	12" POST OAK
1767	9" POST OAK
1768	8" POST OAK(8, ILL)
1769	12" POST OAK
1770	11" POST OAK
1771	9" POST OAK
1774	13" POST OAK
1775	12" POST OAK
1776	10" POST OAK(10, ILL)
1777	9" POST OAK
1778	12" POST OAK(12, ILL)
1779	15" POST OAK
1780	10" POST OAK
1781	9" POST OAK
1782	8" POST OAK
1783	10" POST OAK
1784	11" POST OAK(11, ILL)
1785	8" POST OAK
1787	12" POST OAK
1788	15" SPANISH OAK (15, ILL)
1790	9" POST OAK
1791	12" POST OAK
1792	11" POST OAK
1793	14" POST OAK(14, ILL)
1794	12" POST OAK
1795	12" POST OAK
1796	8" POST OAK
1797	10" POST OAK
1798	8" POST OAK
1799	9" POST OAK
1800	16" POST OAK(12, 7)
1802	8" POST OAK
1803	10" POST OAK
1804	8" POST OAK
1805	10" POST OAK
1806	12" POST OAK
1807	10" BOX ELDER
1808	8" POST OAK
1809	10" POST OAK
1810	8" POST OAK
2000	9" CEDAR ELM
2001	25" POST OAK
2002	17" POST OAK
2003	9" CEDAR ELM
2004	13" CEDAR ELM
2006	11" CEDAR ELM (10, 2)
2008	15" CEDAR ELM (9, 6, 5)
2012	12" CEDAR ELM
2013	11" CEDAR ELM (8, 5)
2014	12" CEDAR ELM
2017	14" CEDAR ELM (8, 5, 4, 3)
2018	10" POST OAK
2019	8" POST OAK
2020	9" POST OAK
2021	8" POST OAK
2025	9" POST OAK
2026	12" POST OAK(9, 6)
2028	9" POST OAK(6, 5)
2029	8" POST OAK
2030	10" BOX ELDER (8, 4)
2031	14" BOX ELDER (5, 5, 4, 4, 4)
2032	13" POST OAK
2033	14" POST OAK
2034	10" POST OAK
2037	11" POST OAK
2038	9" POST OAK
2039	9" POST OAK
2040	9" POST OAK
2041	8" POST OAK
2043	11" POST OAK
2045	12" POST OAK
2046	13" POST OAK
2047	15" POST OAK(10, 9)
2049	9" POST OAK
2050	8" POST OAK
2051	8" POST OAK
2052	10" POST OAK
2053	8" POST OAK
2054	10" POST OAK
2055	10" POST OAK
2056	14" POST OAK
2057	15" POST OAK
2058	10" POST OAK(6, 5, 3)
2059	9" POST OAK
2060	10" POST OAK
2062	11" POST OAK
2063	16" POST OAK
2064	9" LIVE OAK
2065	15" LIVE OAK
2066	29" LIVE OAK
2070	9" POST OAK
2072	10" POST OAK
2073	9" POST OAK
2074	11" POST OAK
2075	13" POST OAK
2076	12" POST OAK
2077	12" POST OAK
2079	8" LIVE OAK (8, ILL)
2081	9" POST OAK
2082	10" POST OAK
2083	10" POST OAK
2084	8" POST OAK
2085	12" POST OAK
2086	10" POST OAK
2087	8" POST OAK
2088	8" POST OAK
2089	8" POST OAK
2090	10" POST OAK(7, 6)
2093	8" POST OAK
2094	8" POST OAK
2095	9" POST OAK
2096	10" POST OAK
2097	8" POST OAK
2098	17" POST OAK
2099	18" POST OAK
2100	13" POST OAK
2102	11" POST OAK
2103	10" POST OAK
2105	10" POST OAK
2106	10" POST OAK
2107	9" POST OAK
2108	9" POST OAK
2109	9" POST OAK
2110	9" POST OAK
2111	10" POST OAK
2112	11" POST OAK
2113	8" POST OAK
2114	16" POST OAK(11, 10)
2115	10" POST OAK
2122	8" POST OAK
2126	8" POST OAK
2127	10" POST OAK
2129	9" POST OAK
2130	10" POST OAK
2131	8" POST OAK
2132	9" POST OAK
2133	10" POST OAK
2135	10" ASH (5, 5, 4)
2137	9" POST OAK
2138	16" POST OAK(11, 10)
2139	11" POST OAK
2140	11" POST OAK
2141	12" POST OAK(8, 7)
2144	8" POST OAK
2145	8" POST OAK
2146	10" POST OAK
2148	13" POST OAK
2149	11" POST OAK
2150	11" POST OAK
2153	9" POST OAK
2154	10" POST OAK
2155	11" POST OAK
2157	8" POST OAK
2158	11" POST OAK
2159	13" POST OAK
2160	8" POST OAK
2161	11" POST OAK
2162	10" POST OAK
2163	8" POST OAK
2164	13" POST OAK
2165	8" POST OAK
2166	14" POST OAK
2167	10" POST OAK
2168	14" POST OAK(9, 9)
2169	14" ASH (10, 7)
2170	9" POST OAK
2171	12" POST OAK
2172	14" POST OAK
2173	10" LIVE OAK (8, 4)
2175	20" LIVE OAK
2176	18" LIVE OAK
2178	44" LIVE OAK (19, 19, 19, 11)
2180	12" LIVE OAK (12, ILL)
2181	8" LIVE OAK (8, ILL)
2182	11" LIVE OAK (11, ILL)
2183	11" LIVE OAK (11, ILL)
2184	18" LIVE OAK
2186	8" LIVE OAK
2187	10" CEDAR ELM
2188	8" LIVE OAK
2190	8" LIVE OAK
2191	11" LIVE OAK
2192	11" LIVE OAK
2193	10" LIVE OAK
2194	11" LIVE OAK
2195	12" LIVE OAK (8, 7)
2198	8" LIVE OAK
2199	8" LIVE OAK
2201	9" LIVE OAK
2203	8" LIVE OAK
2204	8" LIVE OAK
2206	8" LIVE OAK
2208	8" LIVE OAK
2210	8" LIVE OAK
2211	8" LIVE OAK
2212	11" LIVE OAK
2216	8" LIVE OAK
2219	16" POST OAK
2220	15" POST OAK
2222	10" POST OAK
2223	12" POST OAK
2225	9" POST OAK(7, 4)
2227	13" POST OAK(9, 7)
2228	9" CEDAR ELM
2229	11" POST OAK
2230	8" POST OAK
2231	13" POST OAK
2232	9" POST OAK
2233	13" POST OAK
2234	10" POST OAK
2235	12" POST OAK(8, 7)
2239	12" POST OAK(6, 6, 6)
2240	9" POST OAK
2241	10" POST OAK
2242	14" POST OAK
2243	19" POST OAK
2244	10" POST OAK
2245	19" POST OAK(14, 9)
2247	12" POST OAK
2248	8" POST OAK(6, 4)
2249	12" POST OAK
2250	9" POST OAK
2251	9" POST OAK
2252	10" POST OAK
2253	15" POST OAK
2254	10" POST OAK
2255	8" POST OAK
2256	9" POST OAK
2257	21" POST OAK
2258	13" SPANISH OAK
2259	12" SPANISH OAK
2260	10" POST OAK
2261	12" POST OAK
2262	12" POST OAK
2264	10" POST OAK
2265	10" POST OAK
2266	12" POST OAK
2267	10" POST OAK(7, 5)
2269	8" POST OAK
2270	12" POST OAK
2272	11" POST OAK
2273	16" POST OAK
2274	8" POST OAK
2275	12" POST OAK
2276	10" POST OAK
2277	15" POST OAK
2278	15" POST OAK
2280	11" POST OAK
2281	12" POST OAK
2282	10" POST OAK
2283	11" POST OAK
2284	11" POST OAK
2285	11" POST OAK
2286	13" POST OAK
2287	12" SPANISH OAK (8, 7)
2288	10" POST OAK
2289	17" POST OAK(17, ILL)
2290	13" POST OAK
2291	12" POST OAK
2292	9" POST OAK
2293	15" POST OAK
2294	10" POST OAK
2296	15" POST OAK
2299	8" POST OAK
2301	13" POST OAK
2303	10" SPANISH OAK
2304	12" POST OAK
2305	8" POST OAK
2306	15" POST OAK(12, 6)
2308	10" POST OAK
2309	8" POST OAK
2310	11" POST OAK
2311	13" POST OAK(13, ILL)
2312	9" POST OAK
2314	13" POST OAK
2315	13" POST OAK
2316	10" POST OAK
2317	14" POST OAK
2319	9" POST OAK
2321	10" POST OAK
2322	12" POST OAK
2324	8" CEDAR ELM
2325	8" CEDAR ELM
2327	10" POST OAK
2328	8" CEDAR ELM
2329	18" CEDAR ELM (7, 7, 7, 5, 2)
2330	10" POST OAK
2331	11" POST OAK
2333	8" CEDAR ELM
2334	8" CEDAR ELM (5, 5)
2335	13" POST OAK
2336	12" POST OAK
2337	11" POST OAK
2338	11" POST OAK
2340	8" POST OAK
2341	8" POST OAK
2342	11" POST OAK
2343	9" POST OAK
2345	14" POST OAK
2346	12" POST OAK
2347	10" CEDAR ELM (5, 5, 4)
2348	8" POST OAK
2349	10" POST OAK
2350	13" POST OAK
2351	15" POST OAK
2352	11" POST OAK
2353	8" POST OAK
2354	9" POST OAK
2356	9" POST OAK
2357	8" POST OAK
2358	13" POST OAK
2359	11" POST OAK
2360	15" POST OAK
2361	9" POST OAK
2362	11" POST OAK
2363	8" POST OAK
2364	8" POST OAK
2365	11" POST OAK
2366	14" POST OAK
2367	8" POST OAK
2368	13" POST OAK
2369	11" POST OAK
2371	9" CEDAR ELM
2372	11" POST OAK(8, 5)
2373	8" POST OAK
2375	12" CEDAR ELM (8, 4, 3)
2378	8" MESQUITE
2379	11" CEDAR ELM
2380	21" POST OAK
2381	11" MESQUITE (7, 7)
2382	9" MESQUITE
4000	11" CEDAR ELM
4001	16" MESQUITE (11, 9)
4002	12" CEDAR ELM
4004	24" POST OAK
4005	25" POST OAK
4006	23" POST OAK
4007	11" CEDAR ELM
4010	8" CEDAR ELM (5, 5)
4011	25" POST OAK
4012	25" POST OAK
4013	17" POST OAK
4014	25" POST OAK
4015	20" POST OAK
4016	22" POST OAK
4017	19" POST OAK
4018	22" POST OAK
4019	16" LIVE OAK
4020	26" POST OAK
4021	27" POST OAK
4022	9" POST OAK
4023	20" POST OAK
4024	28" POST OAK
4025	10" CEDAR ELM (8, 3)
4026	9" CEDAR ELM
4028	9" CEDAR ELM (5, 4, 4)
4029	24" POST OAK
4030	23" POST OAK
4032	8" CEDAR ELM
4034	27" POST OAK
4035	12" CEDAR ELM (9, 5)
4036	8" CEDAR ELM
4039	8" CEDAR ELM
4040	8" CEDAR ELM
4041	10" CEDAR ELM
4042	11" CEDAR ELM
4043	29" POST OAK
4044	29" POST OAK
4045	24" POST OAK
4046	36" CEDAR ELM
4047	31" POST OAK
4048	9" CEDAR ELM
4049	11" CEDAR ELM (7, 7)
4051	9" CEDAR ELM
4052	9" CEDAR ELM
4053	9" CEDAR ELM
4054	18" POST OAK
4055	47" CEDAR ELM (40, 14)
4056	24" POST OAK
4057	10" CEDAR ELM
4063	14" CEDAR ELM (10, 7)
4064	12" GUM BUMELIA (8, 7)
4065	14" CEDAR ELM
4066	8" CEDAR ELM
4067	9" CEDAR ELM
4068	11" MESQUITE (8, 6)
4071	10" CEDAR ELM (4, 4, 4, 3)
4072	8" CEDAR ELM
4073	10" CEDAR ELM (7, 5)
4075	10" CEDAR ELM (6, 5, 3)
4076	8" CEDAR ELM (6, 2, 2)
4077	8" CEDAR ELM (5, 5)
4082	8" CEDAR ELM
4085	9" CEDAR ELM (7, 4)
4086	8" CEDAR ELM
4090	12" CEDAR ELM (8, 7)
4091	13" CEDAR ELM (8, 4, 3, 3)
4092	10" CEDAR ELM (6, 4, 4)
4093	8" CEDAR ELM (6, 4)
4097	10" CEDAR ELM
4098	8" CEDAR ELM
4099	9" CEDAR ELM (6, 5)
4100	8" CEDAR ELM
4102	10" CEDAR ELM
4103	13" CEDAR ELM (9, 8)
4104	13" CEDAR ELM (7, 7, 5)
4105	13" CEDAR ELM (10, 5)
4106	14" CEDAR ELM (7, 5, 5, 4)
4107	12" CEDAR ELM (6, 6, 5)
4108	31" POST OAK (21, 19)
4109	18" POST OAK
4110	20" POST OAK
4111	16" POST OAK
4112	19" POST OAK
4114	12" CEDAR ELM (8, 4, 3)
4115	8" CEDAR ELM
4117	18" CEDAR ELM
4121	8" CEDAR ELM (5, 3, 2)
4122	11" CEDAR ELM (6, 5, 5)
4124	8" CEDAR ELM (5, 5)
4127	9" CEDAR ELM (6, 5)
4131	8" CEDAR ELM
4132	9" CEDAR ELM
4134	8" CEDAR ELM (5, 5)
4136	13" CEDAR ELM (6, 4, 4, 4, 2)
4138	8" CEDAR ELM (4, 4, 3)
4139	10" CEDAR ELM (5, 3, 3, 3)
4141	11" CEDAR ELM
4142	10" CEDAR ELM
4143	8" CEDAR ELM (6, 3)
4144	13" CEDAR ELM (10, 6)
4146	13" CEDAR ELM
4147	8" CEDAR ELM
4148	17" CEDAR ELM (9, 8, 8)
4149	8" CEDAR ELM
4150	10" CEDAR ELM (7, 5, LEANING, NW)
4152	24" LIVE OAK (18, 11)
4155	11" CEDAR ELM (6, 5, 4)
4156	8" CEDAR ELM
4157	9" CEDAR ELM (6, 6)
4158	11" CEDAR ELM (8, 5)
4160	8" CEDAR ELM
4161	12" CEDAR ELM (8, 8)
4162	10" CEDAR ELM
4163	8" CEDAR ELM
4164	8" CEDAR ELM
4165	12" CEDAR ELM (9, 6)
4166	23" CEDAR ELM (9, 9, 8, 6, 5, 3)
4167	19" POST OAK
4168	22" POST OAK
4169	21" POST OAK
4170	9" CEDAR ELM
4171	14" CEDAR ELM
4172	8" CEDAR ELM (5, 5)
4173	8" CEDAR ELM (6, 3)
4174	9" CEDAR ELM (6, 5)
4175	9" CEDAR ELM
4176	9" CEDAR ELM (6, 5)
4182	8" CEDAR ELM
4184	9" CEDAR ELM (7, 3)
4187	9" CEDAR ELM (4, 4, 3, 2)
4189	9" CEDAR ELM (5, 4, 4)
4190	8" CEDAR ELM
4191	10" CEDAR ELM
4192	8" CEDAR ELM
4193	9" CEDAR ELM
4194	11" CEDAR ELM
4198	16" CEDAR ELM (9, 8, 5)

TREE LIST NOTES

1) ONLY HARDWOOD TREES 8" OR GREATER WERE SURVEYED.
2) TREES DESCRIPTION FOLLOWED BY NUMBERS IN PARENTHESES INDICATE MULT-TRUNK TREES.
3) A TREE INDICATED AS ILL HAS POOR VISUAL CHARACTERISTICS.
4) TREE SURVEY WAS CONDUCTED BY BURY, INC. ON MAY 21, 2015.
5) AN ARBORIST REPORT WILL BE REQUIRED AT THE TIME OF SITE DEVELOPMENT TO CONFIRM TREES LISTED AS ILL.

BURY
221 West Sixth Street, Suite 600
Austin, Texas 78701
Tel. (512) 328-0011 Fax (512) 328-0325
TBPE # F-1048 TBPLS # F-10107500
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STATE OF TEXAS
MEGAN A. MEYER
106173
LICENSED
PROFESSIONAL ENGINEER
11/13/15

TREE LIST

BARSHOP & OLES COMPANY
BAR W RANCH COMMERCIAL

CONCEPT PLAN & PRELIMINARY PLAT

DRAWN BY: JAB
DESIGNED BY: MAM
QA / QC: MAM
PROJECT NO.: 10034510027

811 Know what's below. Call before you dig.

THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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11. Zoning & Subdivision Cases 15-Z-012, 15-CP-003, & 15-PP-007: Hold a public hearing and consider action on the rezoning and approval of the Bar W Commercial Concept Plan, Preliminary Plat, and PUD zoning for 49.737 acres, more or less, generally located to the southeast of the intersection of Ronald W Reagan Blvd and SH 29; WCAD Parcels R534768, R491376, R344166, R484168, R534750, and R328209. Currently, the property is zoned Interim Single-Family Rural (SFR-1-B). The applicant is proposing to zone the property to Planned Unit Development (PUD) with a base zoning district of GC-3-C (General Commercial), Leander, Williamson County, Texas. Applicant: David Armbrust (Armbrust & Brown, PLLC) on behalf of Howard Barkley Wedemeyer and RR 29 Retail, LTD.

a) Staff Presentation

Robin Griffin, Senior Planner, stated that staff reviewed the request and recommends approval of the PUD (Planned Unit Development) with a base zoning district of GC-3-C (General Commercial).

b) Applicant Presentation

David Armbrust, 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.

f) Consider Action

Commissioner Schwendenmann moved to approve with staff recommendation of PUD (Planned Unit Development) with a base zoning district of GC-3-C (General Commercial). Commissioner Anderson seconded the motion. Motion passed 5 to 1 with Commissioner Hines opposing.

Commissioner Hines opposed the request because he did not completely understand the PUD regulations and the enforcement of the landscape provisions.

12. Zoning Case 15-Z-020: Hold a public hearing and consider action on the rezoning of a parcel of land generally located to the southeast of the intersection of San Gabriel Parkway and Bagdad Road/CR 279; 1.508 acres more or less; WCAD Parcel R476367. Currently, the property is zoned LC-2-B (Local Commercial). The applicant is proposing to zone the property to LC-3-A, Leander, Williamson County, Texas. Applicant: Danny Martin on behalf of JSL Commercial Investments, LLC.

a) Staff Presentation

Martin Siwek, Planner, stated that staff reviewed the request and recommends approval of the requested LC-3-A (Local Commercial).

b) Applicant Presentation

Danny Martin applicant explained the purpose for the zoning request.

c) Open Public Hearing

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

Executive Summary

December 17, 2015

Agenda Subject: Zoning Case 15-Z-010: 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 final 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).

The City Council approved the PUD with the following conditions at the December 03, 2015 with a 6 to 1 vote (Abruzzese opposing):

1. Limit the percentage of stucco that qualifies as masonry to 35%
2. The landscaping shall be 150% of the single-family residential requirement
3. Architectural renderings of at least seven distinct elevations that includes the building materials shall be included as an exhibit to the PUD and language added to stipulate that the submitted building plans shall be in substantial compliance with the renderings
4. Limit fencing materials adjacent to the riparian corridor to wrought iron or decorative tubular metal
5. Provide two sample landscape plans for the home sites as an exhibit to the PUD
6. Buildings shall have staggered setbacks along the internal private drives

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

Prepared By: Tom Yantis, AICP
Assistant City Manager 12/04/2015

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 plans. 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:

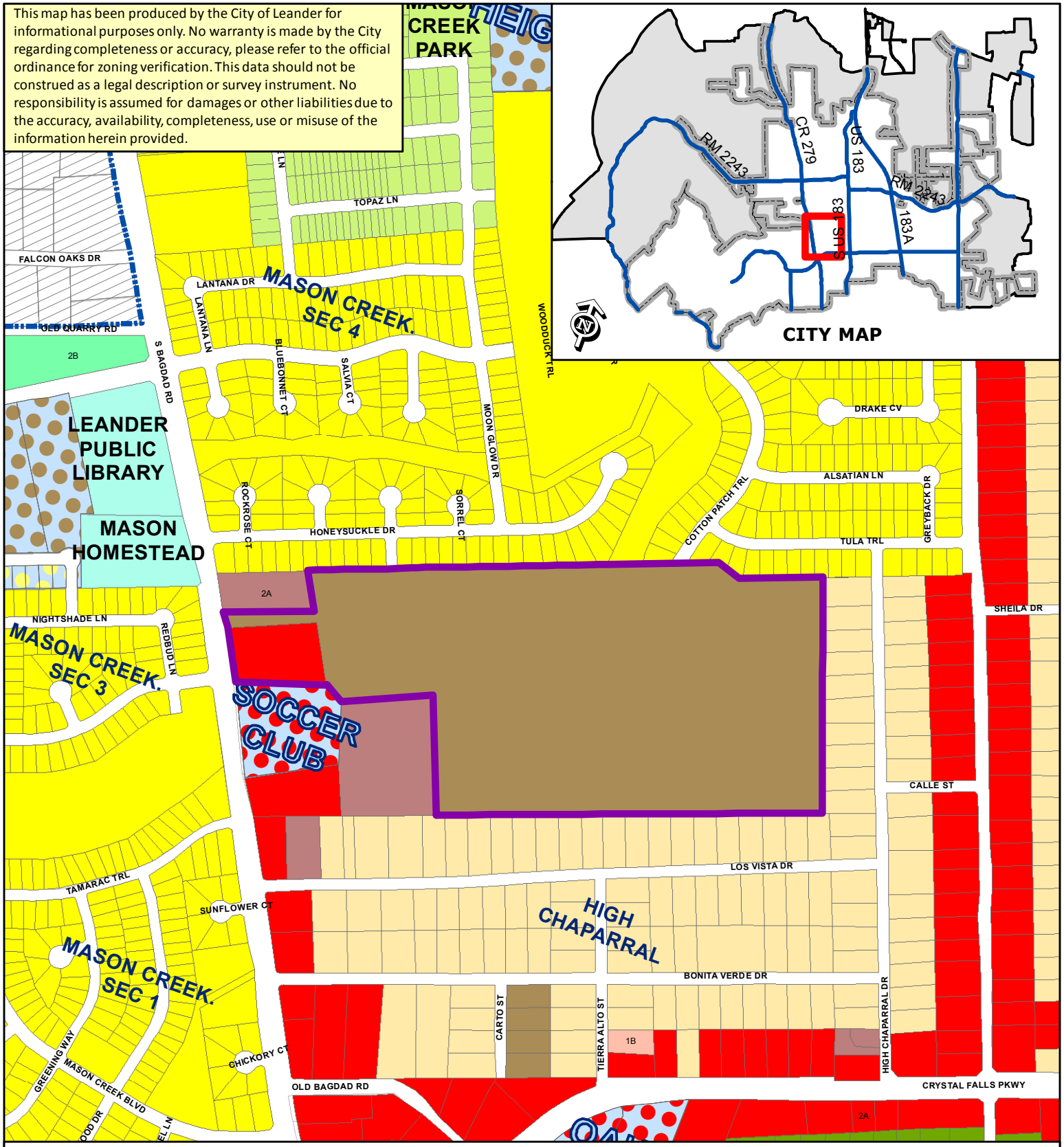
The proposed PUD would permit a condominium regime with detached residential units on a multi-family site plan. The proposed PUD includes the Type A architectural standard which is intended to ensure the highest quality architectural design.

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.



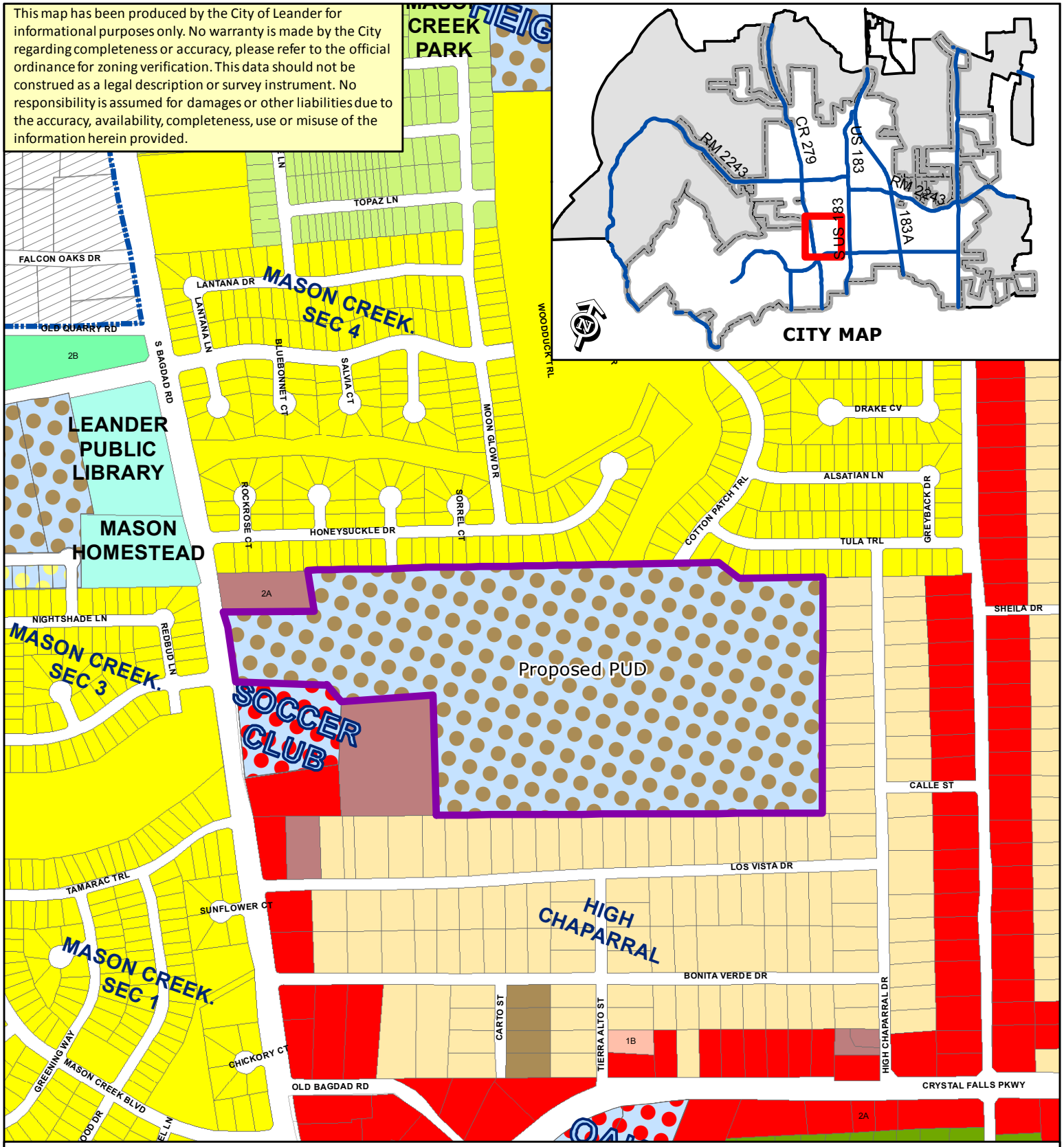
ZONING CASE 15-Z-010 Attachment #2

Current Zoning Map - Trails at Leander PUD

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

N

0 200
Feet



ZONING CASE 15-Z-010 Attachment #3

Proposed Zoning Map - Trails at Leander PUD

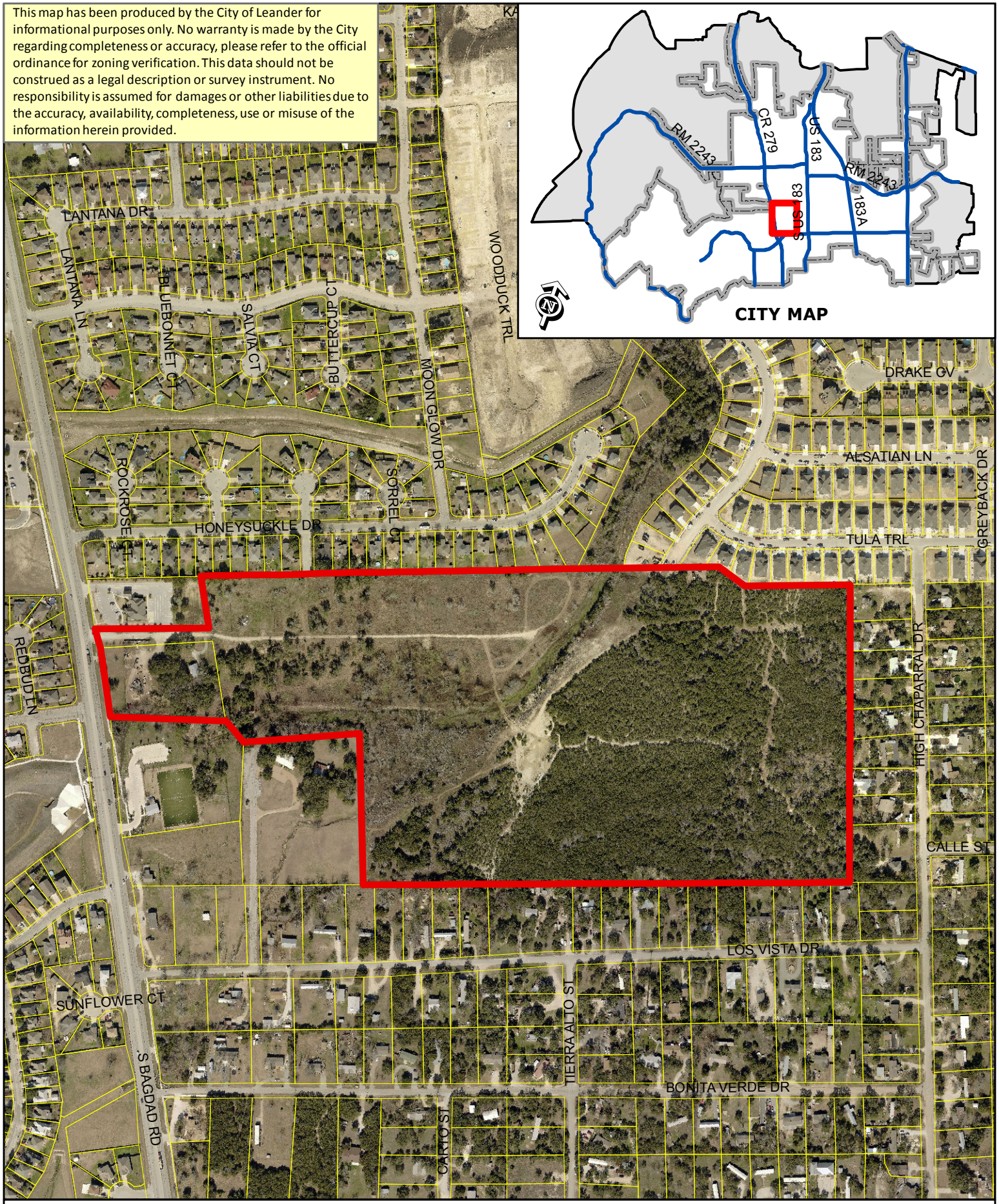
Subject Property
City Limits

PUD Commercial
PUD Mixed Use
PUD Multi-Family
PUD Single-Family
PUD Townhome

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

N

0 200
Feet

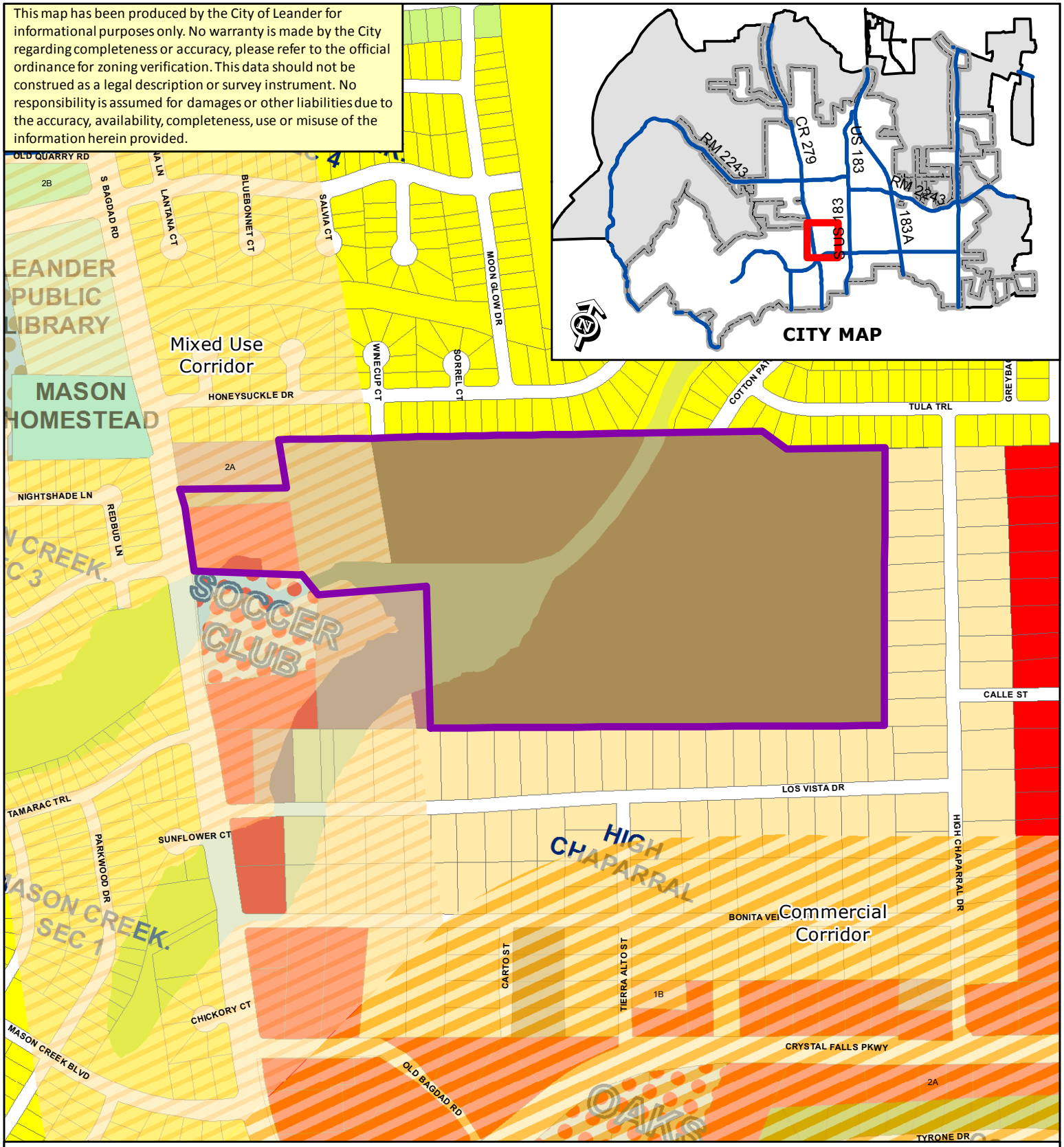


ZONING CASE 15-Z-010 Attachment #4

Aerial Exhibit - Approximate Boundaries
Trails at Leander PUD

0 200
Feet

Subject Property
City Limits



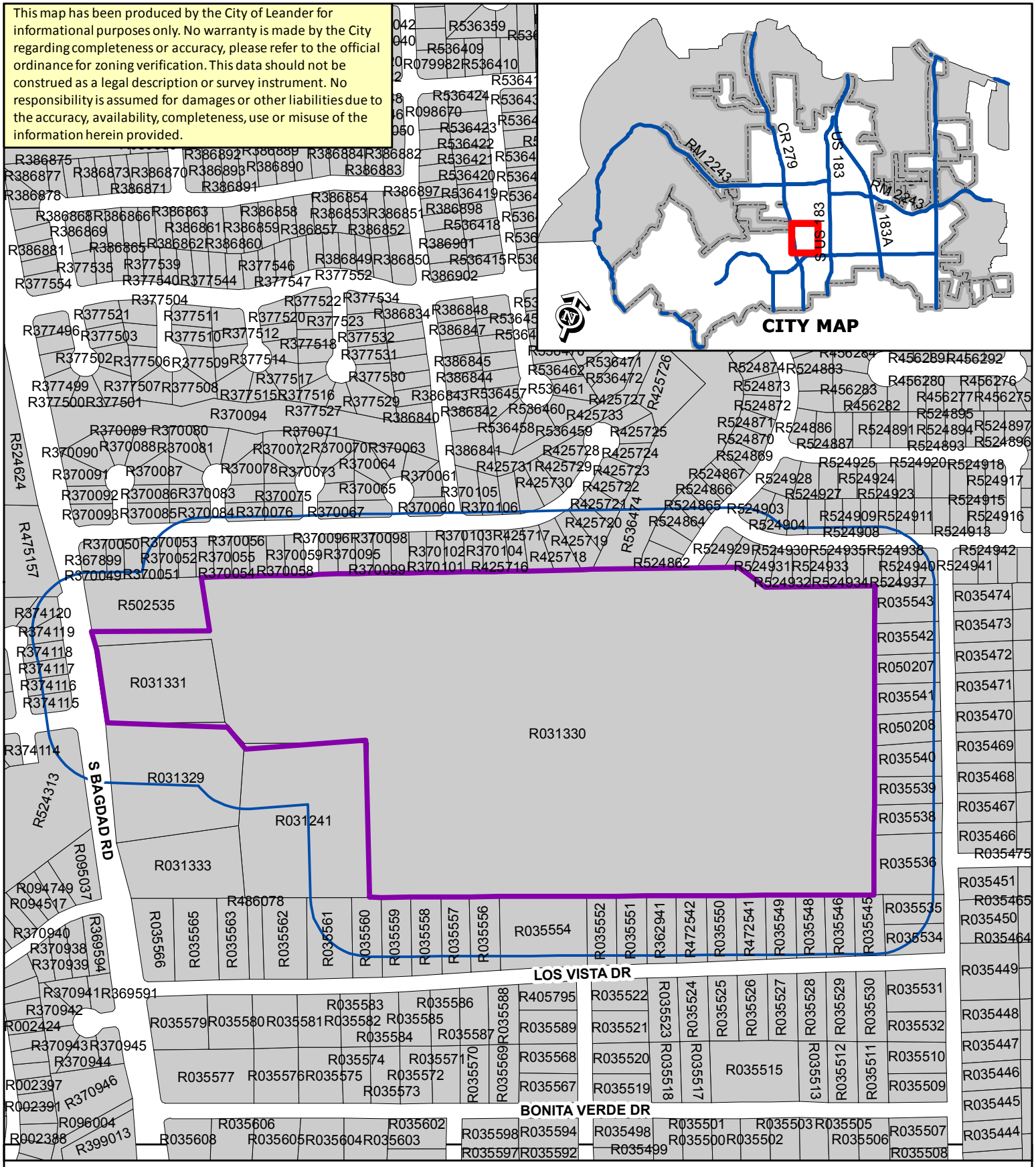
ZONING CASE 15-Z-010 Attachment #5

Location Map - Trails at Leander PUD

Subject Property
City Limits

PUD Commercial
PUD Mixed Use
PUD Multi-Family
PUD Single-Family
PUD Townhome

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



ZONING CASE 15-Z-010

Attachment #6

Notification Map
1605 & 1607 Tierra Alto

Public Notification Boundary
Subject Property
WCAD
City Limits

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

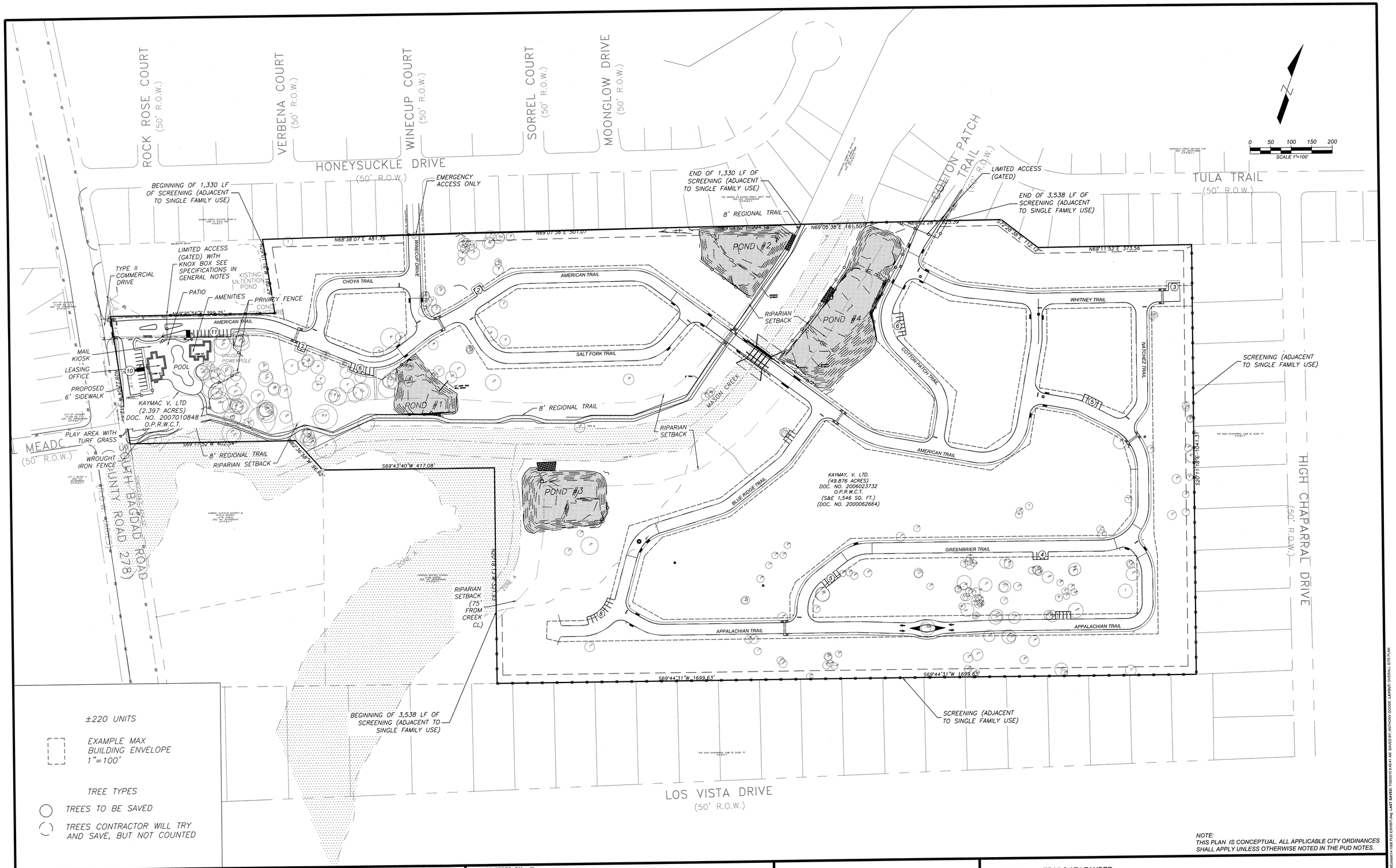
1. A covered pavilion or patio, pool and clubhouse shall be provided for residents. Walking trails shall be installed at various locations throughout the community.

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.



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

LEANDER PROJECT #: 15-SD-014

FILE: Z:\PROJECT\SAM\McCoy Trail\Exhibit B-1006 PUD EXHIBIT.dwg LAST SAVED: 7/28/2015 9:45:41 AM SAVED BY: ANTHONY GOODE LAYOUT: OVERALL SITE PLAN

ATTACHMENT 8

LOCKWOOD ENGINEERS, INC.
CIVIL ENGINEERING & PLANNING 512.260.9100

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

413 S. WEST DRIVE, LEANDER, TX78641
email: info@lockwood-eng.com
TBPE FIRM NO.F-2613

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,

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-B (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

_____
Christopher Fielder, Mayor

ATTEST:

_____
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.

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

1. 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.
2. Buildings shall have staggered setbacks along the internal private drives.

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. The residential product shall substantially conform to the rendering shown in Exhibit D. 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.
7. The Type A Architectural Component is modified to limit the amount of stucco that qualifies as masonry to 35% for any structure.

H. FENCING AND LANDSCAPING

1. This project shall be 150% of the Landscape Requirements for single-family districts as listed in Article VI of the Composite Zoning Ordinance. The landscaping shall substantially conform to the rendering shown in Exhibit E. In addition, this project shall comply with the multi-family provisions regarding Tree Preservation and Protection.
2. Pond fences and fences located adjacent to the riparian corridor, if constructed, shall be wrought iron or decorative tubular metal.
3. All invasive species shall be removed.

I. AMENITIES

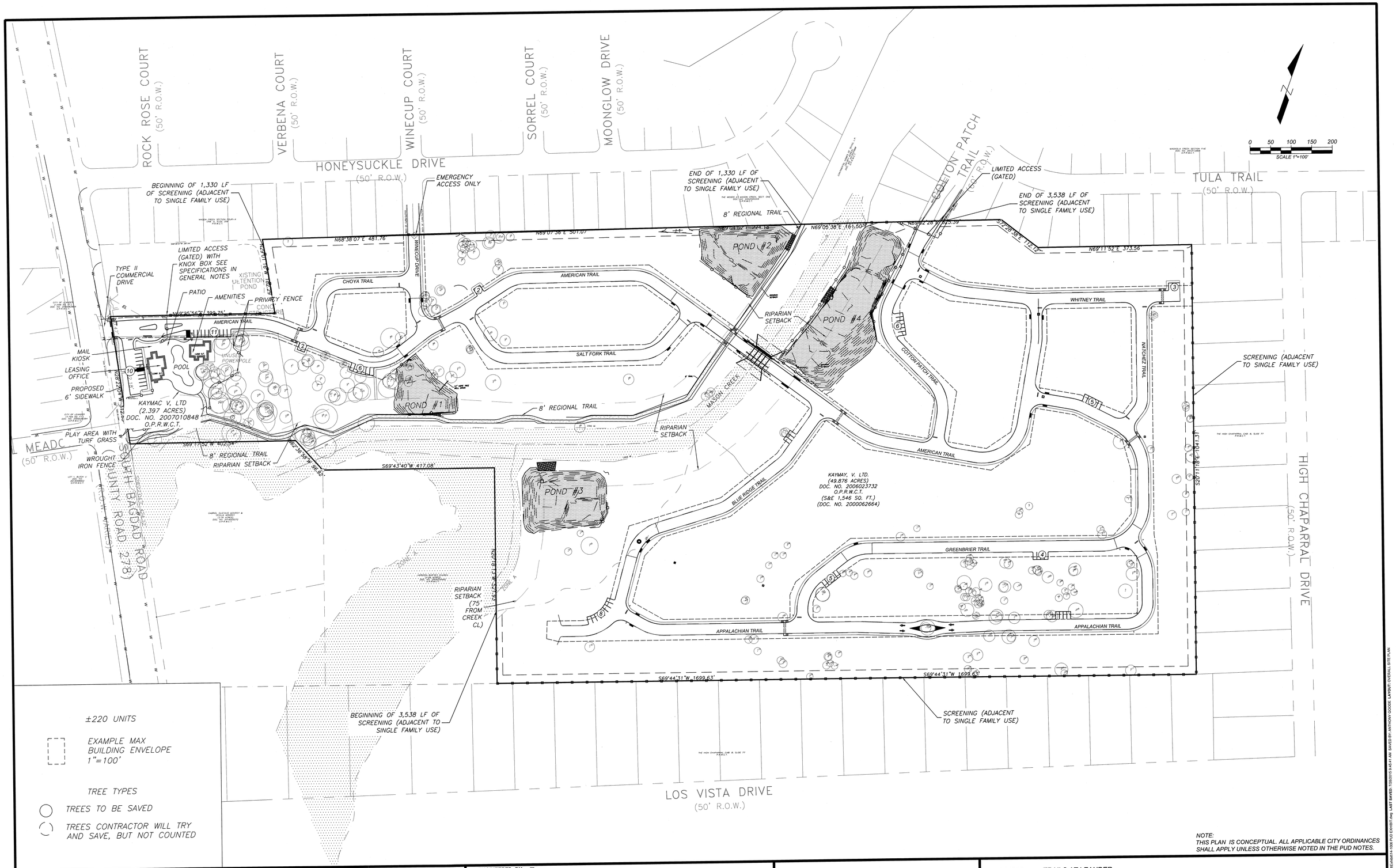
1. A covered pavilion or patio, pool and clubhouse shall be provided for residents. Walking trails shall be installed at various locations throughout the community.

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.

EXHIBIT A
Trails at Leander - PUD

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.
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.



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

LEANDER PROJECT #: 15-SD-014

FILE: Z:\PROJECT\SAM\McCoy Trail\Exhibit B-1006 PUD EXHIBIT.dwg LAST SAVED: 7/28/2015 9:45:41 AM SAVED BY: ANTHONY GOODE LAYOUT: OVERALL SITE PLAN

EXHIBIT D

12.02.15

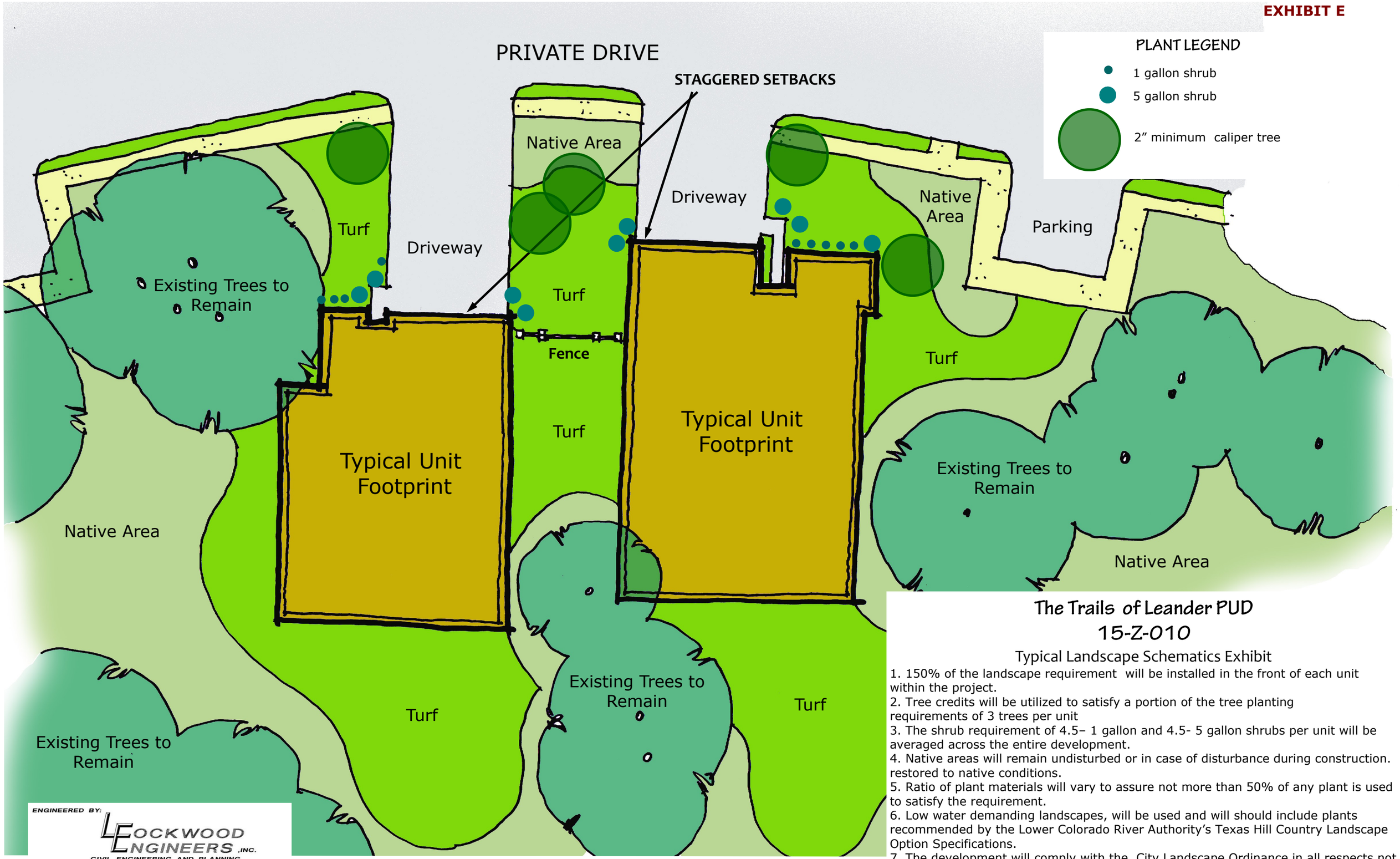
CONCEPTUAL STREET SCENE

TODD PALMAER | 40' VALUE SERIES

woodley architectural group, inc
colorado 27 731 southpoint dr. suite 8
littleton, co 80122 / 303.683.7231
california 1000 s. el camino real, suite A
oceanside, ca 92054 / 949.502.8919

These drawings are intended for design development and plan check only and are not to be used for any other purposes, such as for bid or for for construction. Copyright Woodley Architectural Group, Inc. These drawings may not be used or copied without their written permission.

EXHIBIT E



The Trails of Leander PUD

15-Z-010

Typical Landscape Schematics Exhibit

1. 150% of the landscape requirement will be installed in the front of each unit within the project.
2. Tree credits will be utilized to satisfy a portion of the tree planting requirements of 3 trees per unit
3. The shrub requirement of 4.5– 1 gallon and 4.5- 5 gallon shrubs per unit will be averaged across the entire development.
4. Native areas will remain undisturbed or in case of disturbance during construction. restored to native conditions.
5. Ratio of plant materials will vary to assure not more than 50% of any plant is used to satisfy the requirement.
6. Low water demanding landscapes, will be used and will should include plants recommended by the Lower Colorado River Authority's Texas Hill Country Landscape Option Specifications.
7. The development will comply with the City Landscape Ordinance in all respects not altered by the PUD.

AGENDA ITEM # 18

Executive Summary

December 17, 2015

Subject: Consideration of approval for funds for a sculpture in Benbrook Ranch Park
Sponsored by Council Member Jeff Seiler

Background: On November 11, 2015 the Leander Public Arts Commission unanimously endorsed a recommendation to the City Council to fund a sculpture at the Benbrook Ranch Park Baseball Complex in an amount not to exceed $10,000. A conceptual drawing of the proposed sculpture is attached. The sculpture will recognize eight iconic baseball venues and the distances to each location (Astrodome, Cooperstown, Dodger Stadium, Fenway Park, Omaha, Williamsport, Wrigley Field, and Yankee Stadium).

The Public Arts Commission was created in 2008 to advocate for art and make recommendations to the Mayor, Council and City Manager relative to artistic endeavors involving the City. Funding for Art Commission projects comes from two sources: 1) Private donations; and 2) 1% of the construction cost of municipal building projects. Funds received are deposited into the Public Art Fund and may be used for projects with Council approval.

Funds for this project are available in the FY 2015-16 Budget. Those funds were made available from the Benbrook Ranch Park Baseball Complex Project.

Financial Consideration: Up to $10,000

Recommendation: The Public Arts Commission respectfully recommends Council approval to expend up to $10,000 to commission and construct a sculpture for the Benbrook Ranch Park Baseball Complex. (Public Arts Fund 10-01-8207)

Attachments: Sculpture Concept Drawing

Prepared by: Stephen Bosak, Parks & Recreation Director

ASTRODOME
203 MI
OMAHA, NE
896 MI
COOPERSTOWN, NY
1,823 MI
WILLIAMSPORT, PA
1,628 MI
DODGERS STADIUM
1,395 MI
WRIGLEY FIELD
1,156 MI

Executive Summary

December 17, 2015

Council Agenda Subject: Consideration of Task Order HVJ-03 with HVJ Associates for professional engineering services including Planning, Design, Bidding, Award, and Construction Phase Services for Street Maintenance and Rehabilitation.

Background: HVJ recently completed a Pavement Management Study – a formal assessment of the nearly entire inventory of City-maintained streets, approximately 174 centerline miles. Based on the reports results, HVJ will provide these services for upcoming street maintenance and rehabilitation projects in FY15-16. The proposed scope of work includes:

1. Develop a multi-year schedule for future street maintenance and rehabilitation project budgets.
2. Prepare Plans, Specifications and Cost Estimate (PS&E) Documents.
3. Bidding and contract award services
4. Construction Inspection and Testing Services

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

Financial Consideration: $88,900.00, from the General Fund, Public Works #01-21-5600 (Contract Labor)

Recommendation: Staff respectfully requests authorization for the City Manager to negotiate and execute HVJ Task Order No. 3

Attachments: HVJ Task Order 3 (including HVJ Proposal No. AP1415661)

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

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. HVJ-03

This will constitute authorization by the City of Leander, Texas (Owner), for HVJ Associates, Inc., (Engineer) to proceed with the following described engineering services.

DESIGN, BIDDING, AWARD, AND CONSTRUCTION PHASE SERVICES FOR STREET MAINTENANCE AND REHABILITATION

A. PROJECT DESCRIPTION

The City of Leander has requested HVJ perform professional engineering services described in the attached Proposal (HVJ Proposal No. AP1415661).

B. SCOPE OF SERVICES

HVJ will perform the services as described in the Scope of Work section of the attached Proposal, dated December 2, 2015.

C. DELIVERABLES

HVJ will provide deliverables as described in the Scope of Work Section of the attached Proposal.

D. BASIS OF COMPENSATION

Compensation shall be $88,900. Compensation for Inspection and Testing may vary according to testing and inspections results. The City shall make payments to the Engineer on a monthly billing basis in accordance with the attached Proposal.

TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services in the shortest length of time possible, not exceeding 12 weeks, unless otherwise agreed.

APPROVED:	ACCEPTED:
CITY OF LEANDER, TEXAS	HVJ ASSOCIATES
By _____	By _____
Attest _____	Attest _____
Date _____	Date _____

HVJ ASSOCIATES

Houston
Austin
Dallas
San Antonio

4201 Freidrich Lane, Ste. 110
Austin, TX 78744-1045
512.447.9081 Ph
512.443.3442 Fax
www.hvj.com

December 2, 2015

Mr. Pat Womack, P.E.
Public Works Director
City of Leander, Texas
200 W. Willis
Leander, Texas 78641

Re: Proposal for Design, Bidding and Award, and Construction Phase Services for Annual Street Maintenance and Rehabilitation Program
Owner: City of Leander, Texas
HVJ Proposal No. AP1415661

Dear Mr. Womack:

In response to your request and our discussions, HVJ Associates, Inc. (HVJ) is pleased to submit this revised proposal to provide Professional Engineering Services for the City of Leander 3-year Street Maintenance and Rehabilitation (M&R) Program. Three areas of work as planned as follows:

A. Construction Plans, Specifications, and Cost Estimate (PS&E) Documents
B. Bidding and Award Activities
C. Construction Inspection and Testing Services

Scope of Work
The scope of work is to assist the City of Leander develop and implement a 3-year street rehabilitation program.

Task 1. Hold Kickoff Meeting and Finalize M&R Program Plans
HVJ will meet with City of Leander staff to finalize the selection of streets to include in the FY 16-17 street maintenance and rehabilitation program. This will based on a joint review of the multi-year plan produced by the pavement condition ratings and the prioritized estimates from the pavement evaluation process, to define/select the exact street projects to be included in the FY 16-17 M&R program based on a $650,000 to $750,000 estimated budget.

Task 1a. M&R Program Plans for Subsequent Fiscal Years
Based on the selected streets in the FY 16-17 street MR&R plan, HVJ will work with the City to develop subsequent plans for FY 17-18, and FY 18-19.

The multi-year program will include the recommended maintenance and rehabilitation treatments required for each selected street. The recommended treatments and associated estimated costs for the

individual street segments will be shown in priority order. This will be produced by the current pavement management system. HVJ and the City of Leander will evaluate this plan make the final selection of which streets to include in the 3-year M&R program.

Task 2. Prepare Construction PS&E Documents

HVJ will prepare the required construction PS&E documents so that the project can be bid by the City of Leander. HVJ will use standard City of Leander bidding document formats. The required steps to complete will include the following:

- Develop Plans and Exhibits;
- Design Pavement Rehabilitation Treatments;
- Prepare standard specifications, with special provisions / specifications if needed;
- Provide Engineer's estimate of probable construction cost;
- Make adjustments to scope of work if required to stay within the construction budget.
- Prepare final design and construction documents, including:
  - Develop/coordinate site layout plans using existing maps;
  - Develop standard details where appropriate and prepare special details as needed;
  - Provide required bidding and contractual documents;
  - Prepare project manual with City Bid Documents and Technical Specifications;

Task 3. Bidding and Award Phase Services

HVJ will assist the City of Leander with the Bidding and Award Phase of the 2015 M&R Program. It is assumed that the City of Leander will handle the necessary public advertisement of the project and designate the time and place where general construction contractors will submit their bids. The required subtasks for HVJ will include the following:

- Attend the Pre-Bid meeting at City of Leander offices and provide Project Description and Engineering Requirements;
- Issue addenda and clarifications as required in writing; and
- Tabulate and Review Contractor (s) Bids received by City of Leander and assist City of Leander selection of the contractor (s) based on price and Contractor qualifications.

Once a contractor has been selected, HVJ will combine the contractor signed bid documents and the original technical plans and specifications to prepare the final contract documents. The construction contract will be executed by the City of Leander and the selected contractor will also include the executed performance bond, payment bond, and insurance documents in accordance with City of Leander standards. HVJ assumes that any legal questions that arise regarding the contract documents will be answered by the City of Leander attorney.

Task 4. Provide Construction Phase Consulting, Inspection and Testing

Once the contract is signed a pre-construction meeting will be scheduled between the selected contractor, City of Leander staff, and HVJ at the offices of the City of Leander. The meeting topics will include project schedules, work plans, contractor submittals and project requirements. HVJ's construction phase consulting tasks include the following:

1. HVJ will be the representative of the Owner during the Construction Phase and shall advise and consult with the Owner. As such, HVJ will forward Owner instructions to the Contractor.
2. HVJ will participate in and document the proceedings of the preconstruction conference.
3. HVJ will attend and document construction meetings assumed to be held weekly or bi-weekly.
4. HVJ will visit the site to observe progress and quality of work. HVJ will record observations made on each job site visit including regularly scheduled meeting.
5. HVJ will review the Contractor's Application for Payment and evaluate the request and recommend to the Owner the amount to be paid to the Contractor. HVJ's evaluation will include review of the contractor's pay applications to confirm as-built quantities and work progress.
6. HVJ will respond within 7 days to requests for information, claims, disputes, or other matters of question between the Owner and the Contractor. The contractor will be required to make requests for clarifications and interpretations of the design documents in writing. There may also be requests for decisions based on actual conditions encountered in the field during the construction phase.
7. HVJ will recommend rejection of work observed to be not in conformance with plans and specifications and will recommend special inspections or testing of the work, as needed.
8. HVJ will review, approve or take other action upon Contractor submittals such as shop drawings, product data, or samples. This does not constitute approval of safety precautions, construction means, methods, techniques, or procedures. HVJ will review the required contractor submittals for compliance with the contract documents and the intent of the project. The contractor will be required to make submittals of schedules and required technical product submittals for approval prior to any construction.
9. HVJ will evaluate contractor change order requests primarily to adjust quantities if needed during the construction. If needed, HVJ will prepare Change Orders for the Owners approval and execution.
10. HVJ will schedule Owner's inspection and prepare punch list of items for the Contractor to address. After items have been addressed, HVJ shall prepare a certificate of Substantial Completion.
11. HVJ will review all warranties, guarantees, bonds, and similar required material and documents.

The contractor will be required to make field measurements for documentation and keep diaries of field progress. The contractor is responsible for all construction management.

Task 5. Provide Construction Phase Inspection and Testing

HVJ's construction phase inspection and testing tasks include providing experienced engineering technicians to perform the on-site testing and inspection services. HVJ technicians will not field direct the contractor's personnel relative to means and methods, but rather provide information relative to contractor meeting the required specifications.

HVJ's approach to providing construction materials testing laboratory services is to assign experienced engineering technicians, directed by Professional Engineers, experienced in their respective disciplines. Overall project coordination, communication and service direction will be provided by HVJ's assigned Project Manager. We anticipate providing the majority of required testing services for this project by assigning an engineering technician on a "call-out" basis.

Reports of materials tests and inspection services provided will be issued to appropriate members of the project team. In the event individual reports indicate items of non-conformance to the project specifications, you will be contacted as soon as possible.

Testing services outlined in this proposal have been prepared in accordance with the construction contract documents prepared by HVJ in Task 2.

HVJ engineering staff will review the field and laboratory test results provided by HVJ's Construction Materials Engineering Department. Variations will be reported to the contractor and the City of Leander. Needed adjustments in the construction will be discussed based on test results with the contractor. HVJ's assigned Project Engineer will coordinate with the HVJ field technicians and laboratory manager to support the testing and inspection requirements.

Unforeseen subsurface conditions and materials may require some re-engineering of the rehabilitation alternative. HVJ will prepare required design details and construction specifications, which result from any unknown conditions found during construction.

Schedule

The project time schedule from a notice to proceed (NTP) and anticipated completion of all activities is shown below. The construction phase will schedule will be dependent upon the final selected planned scope of work and weather impacts (contractor will be allowed some rain days which do not count against the schedule.)

Task	**Estimated Schedule**
Task 1 Hold Kickoff Meeting and Finalize M&R Program Plans	2 Weeks following NTP/Executed Contract
Task 1a Subsequent MR&R Program Plans	4 Weeks
Task 2 Prepare Construction PS&E Documents	6 to 8 Weeks after Task 1 complete
Task 3 Bidding and Award Phase Services	4 to 6 Weeks after Task 2 complete, depending on the City's requirements for advertising and process for award
Task 4 Provide Construction Phase Inspection and Testing	12 Weeks, depending on final selected scope and weather

Fee

Based on the scope of work outlined, the fee for HVJ services for Tasks 1 thru 4 will not exceed $74,900 for engineering work, as summarized by task below. A preliminary proposed cost breakdown is attached.

Task 1	Hold Kickoff Meeting and Finalize MR&R Program Plans for FY15-16	$ 3,040
Task 1a	Prepare Additional MR&R Program Plans for Subsequent Fiscal Years (FY 16-17 & FY 17-18)	$ 3,680
Task 2	Prepare Construction PS&E Documents (FY15-16) Including Testing and Inspection Schedule	$29,760
Task 3	Bidding and Award Phase Services	$ 4,985
Task 4	Provide Construction Phase Consulting	$33,435
Task 5	Construction Phase Inspection and Testing	$14,000*

**After the Bidding Phase is completed and the construction schedule is identified, HVJ will prepare an estimate for construction phase field technician testing and inspection hours. A unit rate table for the type of personnel and tests is attached. HVJ estimates the cost of construction field technician inspection and testing and laboratory testing of materials in the laboratory will be is $14,000. In the attached cost proposals, we have provided the City of Leander with unit rates for each type of service. HVJ will submit monthly invoices for time actually spent in the field for inspection and testing and for itemized laboratory tests. Normally this is approximately 2% of construction costs or $14,000 for a $700,000 construction budget. This fee is not included in the overall fee of $74,900.*

Insurance

Insurance certificates verifying HVJ's general liability, auto, worker compensation, and errors and omissions insurance coverage, listing City of Leander as a certificate holder, will be provided upon request.

Invoice

Invoices will be submitted at the end of each month based on the time spent on the work and items completed. HVJ credit terms are 30 days net. HVJ will include monthly progress reports with each invoice.

Conditions

This engineering proposal is based on the following assumptions:

- No substantial changes are made to the project scope after the project begins and the engineering construction documents have been prepared including City review comments.
- The City Project Manager will provide assistance where required to expedite the collection of data and any required City of Leander construction permitting processes, such that proposed schedules may be met and no substantial changes to the project scope will occur.
- HVJ will use City of Leander provided standard contract documents as needed to prepare the required construction bidding and award contract documents.

- City of Leander will provide all copying of bid documents using original documents provided by HVJ.
- HVJ is not the construction manager and is not assuming a construction manager at risk role. HVJ is serving as the Owner's Representative to monitor the contractor's compliance with the construction bid documents to provide additional engineering design as required by field conditions, encountered during the construction phase.
- The City of Leander Project Manager and staff will provide inspection assistance where required to expedite the collection of field data and any required City of Leander construction permitting processes. This construction inspection assistance will be required since HVJ staff will not be present every day during the construction phase. City staff will field check the contractor quantities for pay estimates. City staff will provide data to support of required engineering design and construction, such as utility maps.

HVJ is pleased to be of service on this project. If this proposal meets with City of Leander approval, please sign and complete the information below in the indicated spaces and forward a copy of the proposal to us.

HVJ looks forward to assisting the City of Leander to complete a successful M&R program. Please call if you have any questions or require additional information after you have reviewed this proposal.

Sincerely,

HVJ ASSOCIATES, INC.

R. F. Carmichael III

R. F. (Frank) Carmichael III, PE
Austin Branch Manager

Gina Ellison

Gina M. Ellison, PE
Project Manager

FC/lb/ge

Agreed to this_____day of _____, 20_____

By: _____

Title: _____

Firm: _____

Phone No. _____

Date to Start Work: _____

Mr. Pat Womack, P.E.
AP1415661
December 2, 2015

			Task 1		Task 1a		Task 2		Task 3		Task 4 Construction Phase Consulting									
			Kickoff Meeting and Finalize M&R Plan		Subsequent MR&R Plans (FY 16-17 & FY 17-18)		Prepare PS&E Documents for Construction		Bidding and Award Phase Activities		Construction Phase Meetings/Site Visits		Review Contractor Submittals and Documentation		Review Construction Materials Testing Results		Prepare Engineering Details as Required		Total	
Description	Unit	Rate	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
A. Labor																				
Project Manager	hr	$200.00	3	$600	2	$400	17	$3,400	7	$1,400	20	$4,000	7	$1,400	0	$0	2	$400	56	$11,600
Sr. Pavement Engineer	hr	$150.00	5	$750	6	$900	44	$6,600	11	$1,650	30	$4,500	48	$7,200	14	$2,100	4	$600	156	$24,300
Asst. Project Manager	hr	$125.00	9	$1,125	10	$1,250	104	$13,000	12	$1,500	0	$0	68	$8,500	20	$2,500	4	$500	217	$28,375
Engineering Tech/CAD	hr	$65.00	8	$520	16	$1,040	92	$5,980	6	$390	0	$0	0	$0	0	$0	8	$520	114	$8,450
Clerical Support	hr	$55.00	0	$0	0	$0	12	$660	0	$0	0	$0	0	$0	0	$0	16	$880	28	$1,540
Labor Total			25	$2,995		$3,590	269	$29,640	36	$4,940	50	$8,500	123	$17,100	34	$4,600	34	$2,900	571	$74,265
B. Direct Costs																				
Trips	ea	$45.00	1	$45	2	$90	2	$90	1	$45	2	$90	2	$90	1	$45	2	$90	11	$585
Copies	pg	$0.10	0	$0	0	$0	300	$30	0	$0	50	$5	50	$5	50	$5	50	$5	500	$50
Direct Costs Total			1	$45	2	$90	302	$120	1	$45	52	$95	52	$95	51	$50	52	$95	511	$635
Project Total				$3,040		$3,680		$29,760		$4,985		$8,595		$17,195		$4,650		$2,995		$74,900

AGENDA ITEM # 20

Executive Summary

December 17, 2015

Council Agenda Subject: Water Supply Update

Background: Recent fall rains in the Lower Colorado River watershed have increased the combined water supply in both Lakes Travis and Buchanan from 767,185 acre-feet on May 1st to 1,686,236 acre-feet of combined storage as of November 10th for a combined storage of 78% full. Combined Storage has increased approximately 8% since November 2nd. The attached Leander Water Use Table and Graph compare recent water use in November 2015 to November 2014.

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

Financial Consideration: None

Recommendation: None

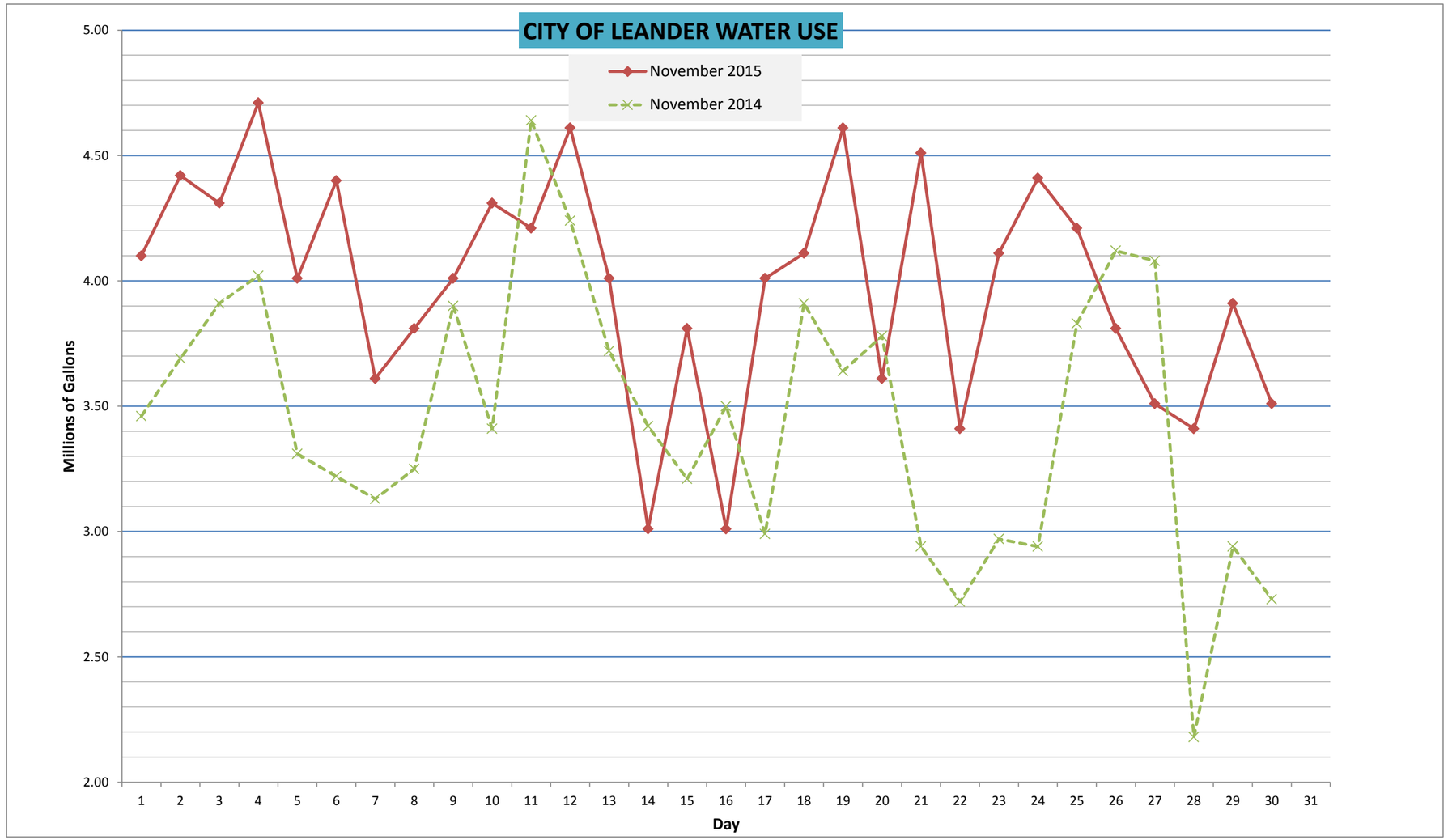
Attachments: City of Leander Water Use Table & Graph

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

City of Leander Water Use (MG)

	2015		2014
Day	Oct SCWTP	November	November
1	8.00	4.10	3.46
2	8.10	4.42	3.69
3	7.20	4.31	3.91
4	7.40	**4.71**	4.02
5	6.60	4.01	3.31
6	8.10	4.40	3.22
7	8.20	3.61	3.13
8	**9.10**	3.81	3.25
9	5.60	4.01	3.90
10	7.10	4.31	3.41
11	8.10	4.21	**4.64**
12	7.50	4.61	4.24
13	8.00	4.01	3.72
14	8.60	3.01	3.42
15	8.50	3.81	3.21
16	7.10	3.01	3.50
17	7.20	4.01	2.99
18	7.30	4.11	3.91
19	6.20	4.61	3.64
20	7.40	3.61	3.78
21	7.10	4.51	2.94
22	5.20	3.41	2.72
23	5.10	4.11	2.97
24	3.40	4.41	2.94
25	4.30	4.21	3.83
26	4.40	3.81	4.12
27	5.30	3.51	4.08
28	3.50	3.41	2.18
29	3.80	3.91	2.94
30	1.90	3.51	2.73
31	2.70		

	2015		2014
(MG)	Oct SCWTP	November	November
Total	198.0	119.5	103.8
Average	7.17	4.05	3.50
Peak Day	9.10	4.71	4.64



Historical Water Use								
Year	2008	2009	2010	2011	2012	2013	2014	2015
Month/Day	8/8	8/3	8/7	8/13	8/9	5/7	9/10	8/12
Peak Day (MG)	**9.18**	**7.79**	**6.75**	**7.44**	**8.38**	**8.86**	**9.10**	**11.90**
Annual (MG)	1,359	1,171	1,160	1,535	1,380	1,404	1,512	*1,602*

(Jan 1 - November 30, 2015)