



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

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

Thursday ~ February 4, 2016 at 7:00 PM



**Mayor – Christopher Fielder**  
**Place 1 – Andrea Navarrete (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*
5. Proclamation declaring February 2016 as “Black History Month” in the City of Leander  
*Sponsored by Eric Zeno*
6. Presentation from the Austin Home Builders Association  
*Sponsored by Mayor Fielder*
7. Presentation on the State of the Leander Chamber of Commerce by Bridget Brandt
8. Presentation of the 2015 “National Night Out” Award to the City of Leander

**CONSENT AGENDA: ACTION**

9. Approval of the minutes: January 21, 2016
10. Dedication and Acceptance of Subdivision Infrastructure Improvements for Borho Phase 6 & 9
11. Wastewater Pump and Haul Agreement with Meritage Homes of Texas, LLC for the Stewart Crossing Subdivision

**PUBLIC HEARING: ACTION**

12. **Public Hearing:** on an Ordinance Establishing Construction Zone Speed Limits of 35 MPH for Old 2243 West from US Hwy 183 to Bagdad Road and 45 MPH from Bagdad Road to 1,000 feet west of Lakeline Boulevard. The purpose of this public hearing is to elicit citizen comments concerning the proposed establishment of construction zone speed limits of 35 and 45 mph, as noted above, for Old 2243 West.

**Action:** on Consideration of an Ordinance Establishing Construction Zone Speed Limits of 35 MPH for Old 2243 West from US Hwy 183 to Bagdad Road and 45 MPH from Bagdad Road to 1,000 feet west of Lakeline Boulevard.

## REGULAR AGENDA

13. Consider Joint Election Agreement and Contract for Election Services with Williamson County to conduct May 7, 2016 Election for both Williamson and Travis County voters in the City of Leander
14. Consider adopting a Traffic Calming Device Policy for Residential Neighborhoods
15. Consider Old Town Christmas Festival, Parade and Tree Lighting
16. Council Member Closing Statements

## EXECUTIVE SESSION

17. Convene into executive session pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition and value of real property to consider Purchase Contract for the acquisition of 0.392 acres of right-of-way from HEB for the Old 2243 Roadway Improvements Project in the amount of \$153,594.00
18. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding the acquisition and value of real property to consider Purchase Contract for the acquisition of 0.392 acres of right-of-way from HEB for the Old 2243 Roadway Improvements Project in the amount of \$153,594.00
19. Adjournment

### CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves The right to adjourn into executive session on any of the above posted agenda items in accordance with the sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [contract for gift to city], 551.074 [certain personnel deliberations Or 551.076 [deployment/implementation of security personnel or devices]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas on the 29th day of January, 2016 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

  
Debbie Haile, TRMC, City Secretary



# PROCLAMATION



**WHEREAS**, During Black History Month, we celebrate the many achievements and contributions made by African Americans to our economic, cultural, spiritual and political development: and

**WHEREAS**, In 1915, Dr. Carter Godwin Woodson, noted Black scholar and son of former slaves, founded the Association for the Study of Negro Life and History, which was later renamed the Association for the Study of African American Life and History (ASALH); and

**WHEREAS**, Dr. Woodson initiated Black History Week, February 12, 1926; and for many years, the second week of February, chosen so as to coincide with the birthdays of Frederick Douglas and Abraham Lincoln, was celebrated by African Americans in the United States, and

**WHEREAS**, in 1976, as part of the nation's bicentennial, Black History Week was expanded and became established as Black History Month, and is now celebrated all over North America; and

**WHEREAS**, the foremost purpose of Black History Month is to make all Americans aware of this struggle for freedom and equal opportunity. It is also a time to celebrate the many achievements of blacks in every field, from science and the arts to politics and religion. It not only offers black Americans an occasion to explore their heritage, but also offers all Americans an occasion and opportunity to gain a fuller perspective of the contributions of black Americans to our Nation. The American experience and character can never be fully grasped until the knowledge of black history assumes its rightful place in our schools, scholarship and society.

**WHEREAS**, While the observance of Black History Month calls our Nation's attention to the continued need to battle racism and to build a society that lives up to its democratic ideals, this year's celebrations and recognition of Black History Month National Theme is: "Hallowed Grounds: Sites of African American Memories" ;

NOW, THEREFORE, I, Mayor Christopher Fielder and the Leander City Council, do hereby proclaim February 2016 as:

## ***Black History Month***

In Leander, Texas and urge all citizens to celebrate our diverse heritage and culture and continue our efforts to create a world that is more just, peaceful and prosperous for all.

**IN TESTIMONY WHEREOF**, I have hereunto affix my signature this 4th day of February 2016.

Attest:

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

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



**Executive Summary**

**February 4, 2016**

**Council Agenda Subject:** Presentation of the 2015 “National Night Out” Award to the City of Leander.

**Background:** The purpose of National Night Out is to build strong partnerships between the police and communities and to promote crime awareness programs such as Neighborhood Community Watch groups. According to NATW, last year’s event was the largest ever that involved 37 million people in 15,000 communities from all 50 states, U.S. territories and military bases worldwide. On October 6, 2015, the Leander Police Department hosted their 15<sup>th</sup> annual event. There was 23 participating neighborhoods with an estimated number of 3,150 citizens attending at least one of these events. On October 28, 2015, the police department submitted their award entry letter and post-project report for consideration in the “2015 National Post-Project Awards Program”. In January 2016, it was announced that the (2015) City of Leander placed #4 in Texas and #21 in the US for cities with a population between 15,000-50,000. *(2014 - City of Leander placed #8 in Texas and #35 in the US for cities with a population between 15,000-50,000.)*

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

**Financial Consideration:** None

**Recommendation:** N/A

**Attachments:** N/A

**Prepared by:** Greg Minton, Chief of Police



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

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

Thursday ~ January 21, 2016 at 7:00 PM



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

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

1. Open meeting, Invocation, Pledges of Allegiance  
**Mayor Pro Tem Navarrette opened the meeting at 7:00 and welcomed those in attendance**  
**Council Member Shepherd delivered the invocation**
2. Roll Call  
**All present except Mayor Fielder**
3. Staff Comments:  
**No staff comments**
4. Citizen Comments: Three (3) minutes allowed per speaker  
*Please turn in speaker request form before the meeting begins*  
**Mike Sanders spoke about the Westview Meadows Home Owners Association**

**CONSENT AGENDA: ACTION**

5. Approval of the minutes: January 7, 2016
6. Second reading of an Ordinance annexing 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
7. Second reading of an Ordinance annexing 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
8. Second reading of an Ordinance annexing 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
9. Acceptance of North Creek Commercial Park Wastewater System Improvements
10. Acceptance of NWC Crystal Falls at 183A – Water Wastewater – Phase One
11. Award of Agreement for Architectural and Engineering Services to Brinkley Sargent Wiginton to design a more secure sally port and parking lot revisions for the Police Department
12. Primary and secondary award of contract for Park and Municipal Property Landscape Maintenance and Mowing

13. An Ordinance closing a portion of Right-of-way commonly known as Municipal Drive; dedicating a portion of City property as Right-of-way; and dedicating a portion of City property as a Public Utility easement
14. Partial Release and Termination of Drainage Easement
15. Release and Termination of Wastewater Utility Easement for Lot 1, North Creek Commercial Park

**Motion made by Council Member Seiler to approve the consent agenda. Second by Council Member Shepherd. Motion passes, all voting “aye”**

**PUBLIC HEARING: ACTION**

16. **Public Hearing** on Zoning Case 15-Z-036: Consider a zoning change for a lot located at 10970, 10980, and 10974 Crystal Falls Parkway for 6.69 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and interim zoning SFS-2-B, Single Family Suburban to GC-3-C, General Commercial, Leander, Williamson County, Texas

*Applicant: City of Leander on behalf of Anderson, Dorothy Jean Stephenson*

**This application has been withdrawn**

**Mayor Pro Tem Navarrette announced that this item was withdrawn**

17. **Public Hearing** on Zoning Case 15-Z-018: Consider a zoning change for several parcels of land located at 1445 CR 270 for 220 acres, more or less, from interim zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development with the following base zoning district of SFC-2-A, Single Family Compact, SFU-2-A, Single Family Urban, SFS-2-A, Single Family Suburban, and MF-2-A, Multi-Family, Leander, Williamson County, Texas

*Applicant: Blake Magee on behalf of Ernest Lloyd and Nancy Toungate, and Mark and Laura Toungate*

**This application has been withdrawn**

**Mayor Pro Tem Navarrette announced that this item was withdrawn**

18. **Public Hearing** on Zoning Case 15-Z-024: Consider a zoning change for several parcels of land located at 18175 Ronald W. Reagan Blvd. for 51.84 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and GC-3-C, General Commercial to SFU-2-A, Single Family Urban, SFC-2-A, Single Family Compact and SFL-2-B, Single Family Limited with conditions; Leander, Williamson County, Texas

*Applicant: Shawn Graham with Jones & Carter, Inc. on behalf of Robert E. Tesch*

**Tom Yantis, Asst. City Manager explained**

**No speakers**

**Second Reading of Ordinance on** Zoning Case 15-Z-024: amending Ordinance 05-018, the Composite Zoning Ordinance for several parcels of land located at 18175 Ronald W. Reagan Blvd. for 51.84 acres, more or less, from interim zoning SFR-1-B, Single Family Rural and GC-3-C, General Commercial to SFU-2-A, Single Family Urban and SFC-2-A, Single Family Compact and SFL-2-B, Single Family Limited with conditions, Leander, Williamson County, Texas

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

## REGULAR AGENDA

19. Consider reappointment of Bill Barton to the Board of Adjustment/Appeal

**Motion made by Council Member Abruzzese to approve the reappointment of Bill Barton to the Board of Adjustment/Appeal. Second by Council Member Seiler. Motion passes, all voting "aye"**

20. Consider a Resolution of the City of Leander, Texas, commencing the annexation of 44.73 acres of land, more or less, including the abutting streets, roadways, and rights-of-way; being located in Williamson County, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters  
**Tom Yantis, Asst. City Manager explained**

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

21. Consider a Resolution of the City of Leander, Texas, commencing the annexation of sixteen (16) areas of land totaling 3,207.76 acres, more or less, including the abutting streets, roadways and rights-of-way; being located in Travis and Williamson Counties, Texas and adjacent and contiguous to the city limits; and providing for open meetings and other related matters  
**Tom Yantis, Asst. City Manager explained**

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

22. Consider Change Order No. 1 to Construction Contract for Ronald Reagan Waterline North, Phase 2 Project in the amount of \$223,622.00  
**Wayne Watts, City Engineer explained**

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

23. Consider Agreement for Construction Manager at Risk to repurpose and renovate Fire Station #1 and the Pat Bryson Municipal Building  
**Joy Simonton, Purchasing Agent explained**

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

**Mayor Pro Tem Navarrette moved back to item # 4 to allow for citizen comments**

24. Water Supply Update  
**Pat Womack, Director of Public Works gave the Water Supply Update**

25. Council Member Closing Statements  
**Council Members gave their closing statements**

26. Adjournment  
**With there being no further business, the meeting adjourned at 7:31 pm**

Attest:

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Christopher Fielder, Mayor

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Debbie Haile, TRMC, City Secretary



**Executive Summary**

**February 4, 2016**

**Council Agenda Subject:** Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Borho Phase 6 & 9

**Background:** The subdivision infrastructure improvements required for Borho Phase 6 & 9 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on **February 4, 2016**, which will provide warranty and maintenance coverage for the infrastructure improvements through **February 4, 2018**. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the Maintenance Bond to assure that any defects in materials, workmanship, or maintenance are corrected prior to expiration of the bond.

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

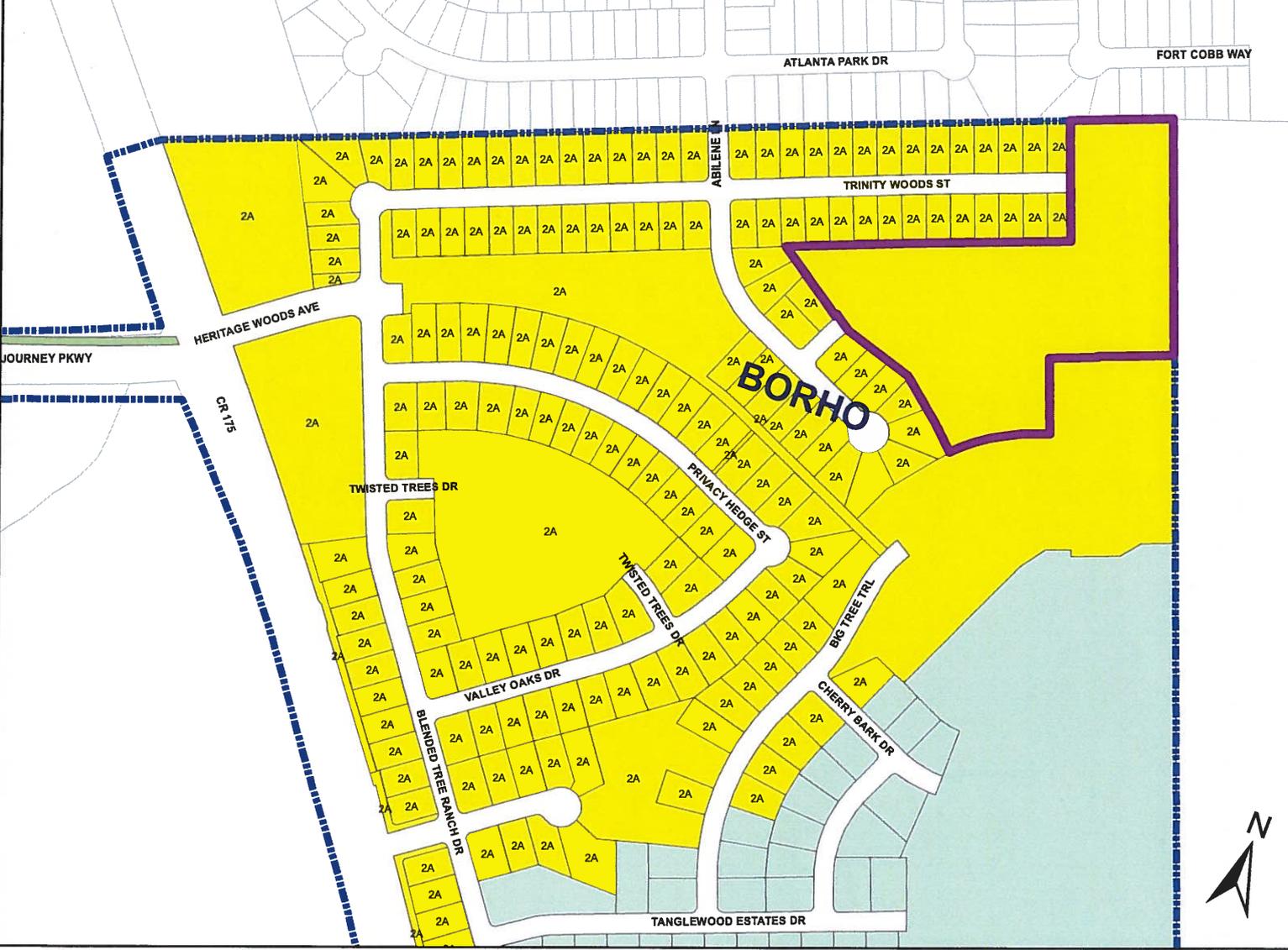
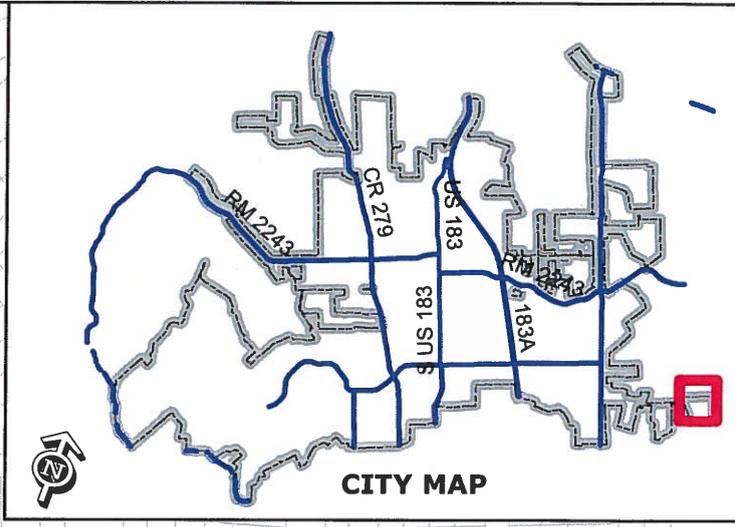
**Financial Consideration:** N/A

**Recommendation:** Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Borho Phase 6 & 9.

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

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

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



### SUBDIVISION ACCEPTANCE

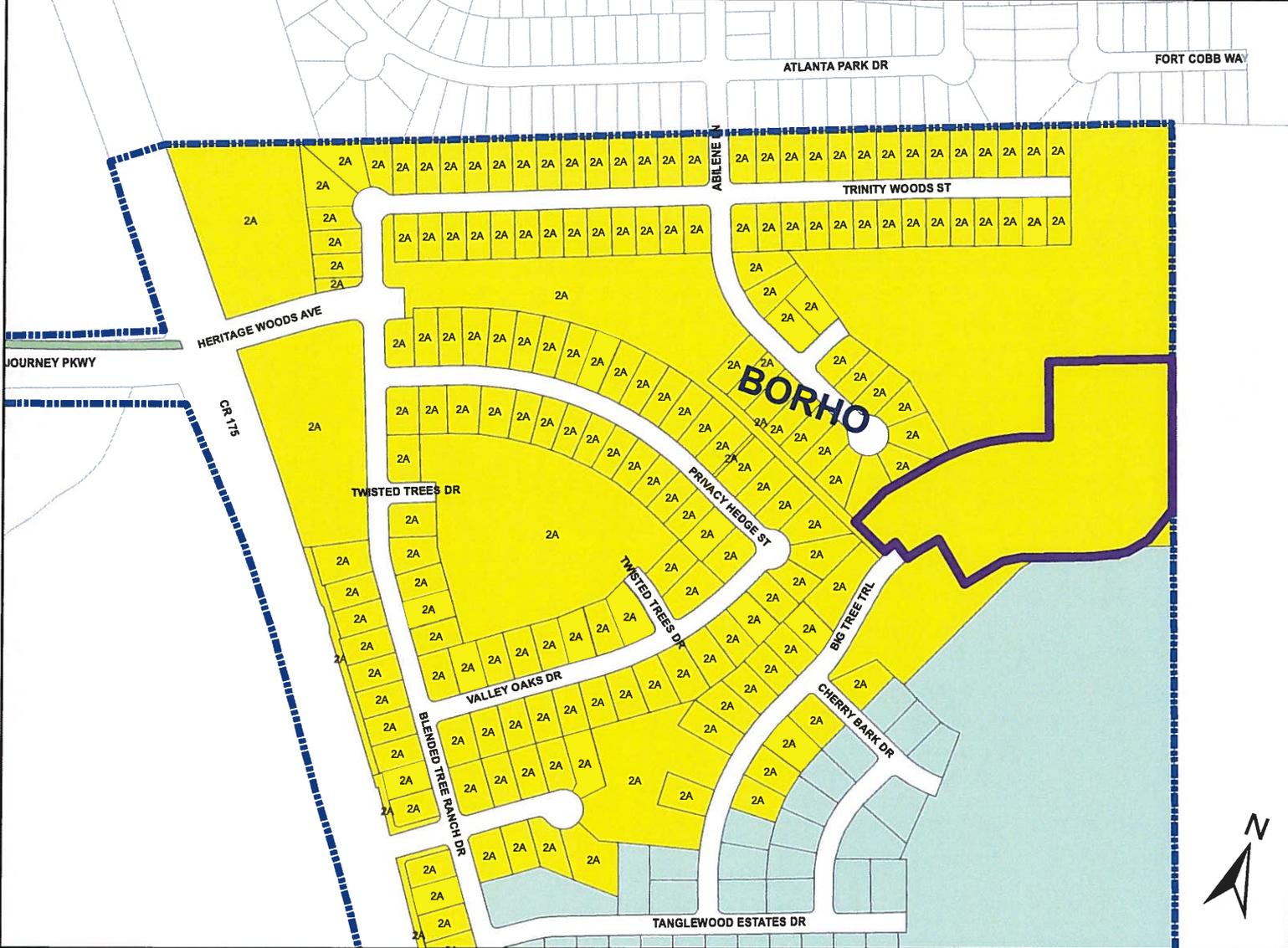
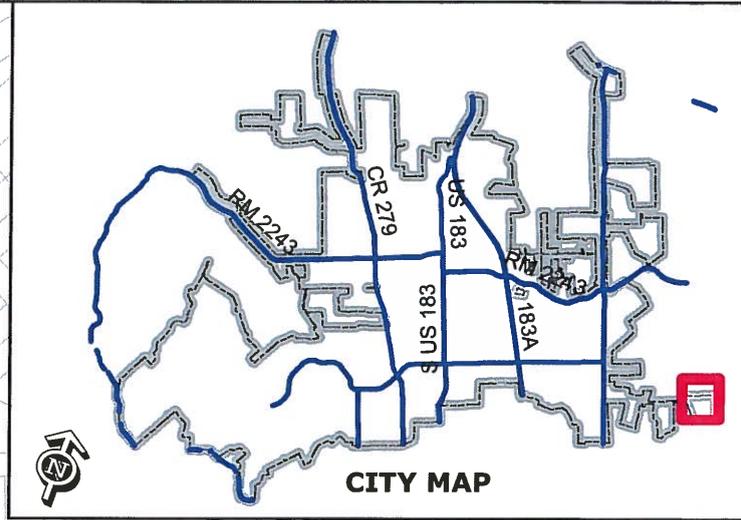
Location Map - Borho Phase 6

-  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



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## SUBDIVISION ACCEPTANCE

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

## Location Map - Borho Phase 9

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





ENGINEER'S CONCURRENCE  
FOR  
PROJECT ACCEPTANCE

PROJECT: Borho Phase 6 & 9  
Street, Drainage, Water and Wastewater

Date: December 10, 2015

Owner's Name and Address

Consultant Engineer's Name and Address

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

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

On November 06, 2015, I, the undersigned Professional Engineer in the State of Texas, or my representative, met with representatives of the City of Leander and the Project Contractor and made a visual inspection of the above referenced project. No discrepancies in approved construction plans or deficiencies in construction were visible or brought to my attention by the parties at the meeting except those listed below. I, therefore, recommend acceptance of this project by the City of Leander once the following listed items are corrected to the satisfaction of the City of Leander.

Punchlist items have been completed.

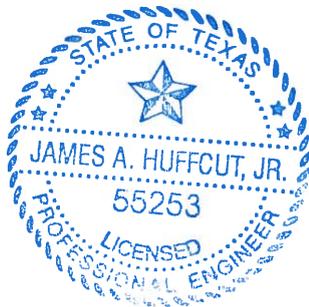
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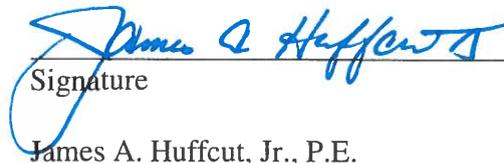
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(SEAL)



  
Signature

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

Typed Name

55253

Texas Registration No.



**Engineers  
Inspectors  
& Surveyors**

FIRM REG. #2487

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

Commercial and  
Residential Engineering

- Structural
- Civil
- Mechanical
- Electrical
- Plumbing

Rehabilitation Designs

Property Condition  
Inspections

Surveying

Texas Accessibility  
Standards (ADA)  
Compliance Reviews  
& Inspections

Certified Code  
Compliance Inspectors  
& Plan Reviewers

Construction Consulting

December 9, 2015

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

Re: Trails of Shady Oaks, Phases 6 & 9  
Various addresses  
Leander, Texas

**RE-INSPECTION – NO VIOLATIONS**

Dear Mr. Copeland,

On Tuesday, Dec. 8, 2015, I performed a re-inspection at the BORPHO Trails of Shady Oaks, Phases 6 & 9 subdivision in Leander, Texas, for the purpose of evaluating the ADA & TAS compliance of pedestrian elements within the public right-of-way.

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469 and the Travis County Development Regulations.

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

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

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Richard Emerson at 817-807-5618 or richard\_emerson@ats-engineers.com.

Sincerely,

Richard Emerson  
Registered Accessibility Specialist  
TDLR # 245



same against Principal and Surety on this obligation.

The Surety shall notify the Obligees 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 Obligees and compliant with the Obligees' ordinances conditioned to guarantee for the period of one (1) year after the Obligees' 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 Obligees upon demand all loss and expense, including attorneys' fees, incurred by the Obligees by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

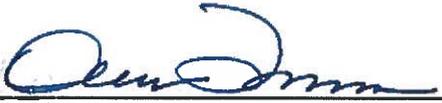
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

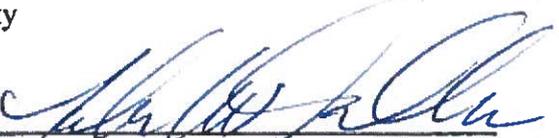
Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 11th day of December, 2015 .

DNT Construction, LLC  
Principal

The Hanover Insurance Company  
Surety

By: 

By: 

Title: DEAN TOMME PRESIDENT

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

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

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

2300 Picadilly Dr.  
Round Rock, TX 78664

10375 Richmond Ave, Ste. 1050  
Houston, TX 77042

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive. Austin, TX 78741

(Seal)

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

**POWERS OF ATTORNEY  
CERTIFIED COPY**

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

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

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

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

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

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

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



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

*Robert Thomas*

Robert Thomas, Vice President

*Joe Brenstrom*

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.

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



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

*Barbara A. Garlick*

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

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 11th day of Dec 2015.

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

*Glenn Margosian*

Glenn Margosian, Vice President



**IMPORTANT NOTICE**

To obtain information or make a complaint:

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

**1-800-608-8141**

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

440 Lincoln Street  
Worcester, MA 01615

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

**1-800-252-3439**

You may write the Texas Department of Insurance:

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

**PREMIUM OR CLAIM DISPUTES:**

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

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

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

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

**1-800-608-8141**

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

440 Lincoln Street  
Worcester, MA 01615

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

**1-800-252-3439**

Puede escribir al Departamento de Seguros de Texas:

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

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

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

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



December 10, 2015

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

RE: Borho Phase 6 & 9 - Inspection Fees

Dear Mr. O'Neal:

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

	Estimated Cost	Fee %	Fees Paid	Final Cost	Fee %	Fees Required	Settle-Up Amount
Construction Improvements	\$979,877	3.5%	\$34,296	\$919,546.04	3.5%	\$32,184.11	-\$2,111.89
						<b>Balance Due</b>	<b>-\$2,111.89</b>

Based on the above comparison Meritage overpaid \$2,111.89.  
 If acceptable, Meritage would like to get reimbursed for the \$2,111.89.

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

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

  
 Juan Brizuela, P.E.  
 Project Manager



H:\projects\507\51\06\402 Construction Phase Service\Close out Documents\Borho Phase 6 & 9- Inspection Fee Settle Up Letter.doc

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

STATE OF TEXAS  
COUNTY OF

Date: 12/22/2015

Owner: Meritage Homes of Texas, LLC

Contractor/Material  
Provider ("Affiant"): DNT Construction

Project : Trails of Shady Oak Phase 6 & 9

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

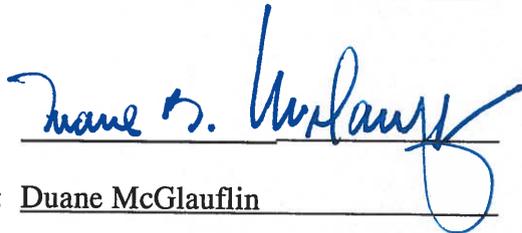
In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project pending City acceptance and subsequent retainage payment by Meritage Homes of Texas LLC.

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 22 day of Dec., 2015.

**AFFIANT:**

Signature: \_\_\_\_\_



Typed Name: Duane McGlaulin

Title: Chairman & CEO

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



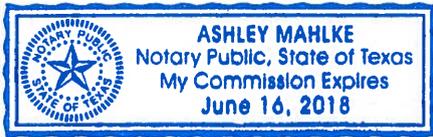
STATE OF TEXAS :

COUNTY OF TRAVIS :

BEFORE ME the undersigned authority on this day personally appeared Duane McGlaulin, 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 22 day of DEC., 2015.

[SEAL]



Ashley Mahlke  
Notary in and for the State of Texas

Name: Ashley Mahlke

My commission expires: June 16, 2018

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



**Executive Summary**

**February 4, 2016**

**Council Agenda Subject:** Approval of a Wastewater Pump and Haul Agreement with Meritage Homes of Texas, LLC for the Stewart Crossing Subdivision.

**Background:** The Stewart Crossing Subdivision requires an offsite wastewater line to be constructed from the subdivision to the wastewater line recently completed by Palmer Ridge. The needed offsite line was designed as two set of plans: Stewart Crossing Offsite Wastewater and Marbella Offsite Wastewater. The line is approximately 5,000 feet long and parallels RR 2243. The City has development agreements to oversize the wastewater line for both segments. The construction of Stewart Crossing Phase 1, including the internal streets and utilities, is nearing completion, but the offsite wastewater line has been delayed due to easement acquisition and alignment revisions.

A Pump and Haul Agreement between the City of Leander and Meritage Homes of Texas, LLC that would allow Meritage Homes to sell lots within the first phase of the project, Stewart Crossing Phase 1 while the offsite wastewater line is being completed. Per the agreement up to 60 homes can be constructed and obtain certificates of occupancy while offsite wastewater line is being completed.

The City wishes to ensure there is adequate financial security guaranteeing the completion of the offsite wastewater line and the continuity of pump and haul services until the line is completed and accepted. Meritage Homes will post a bond for the construction cost of the two segments of the offsite wastewater line and shall deposit and maintain cash in an account with the City for the cost of six (6) months of pumping and hauling wastewater from the property. Meritage Homes will be responsible for providing the pump and haul services until the offsite line is accepted by the City.

**Origination,** Terri A. Crauford, P.E., Assistant City Engineer

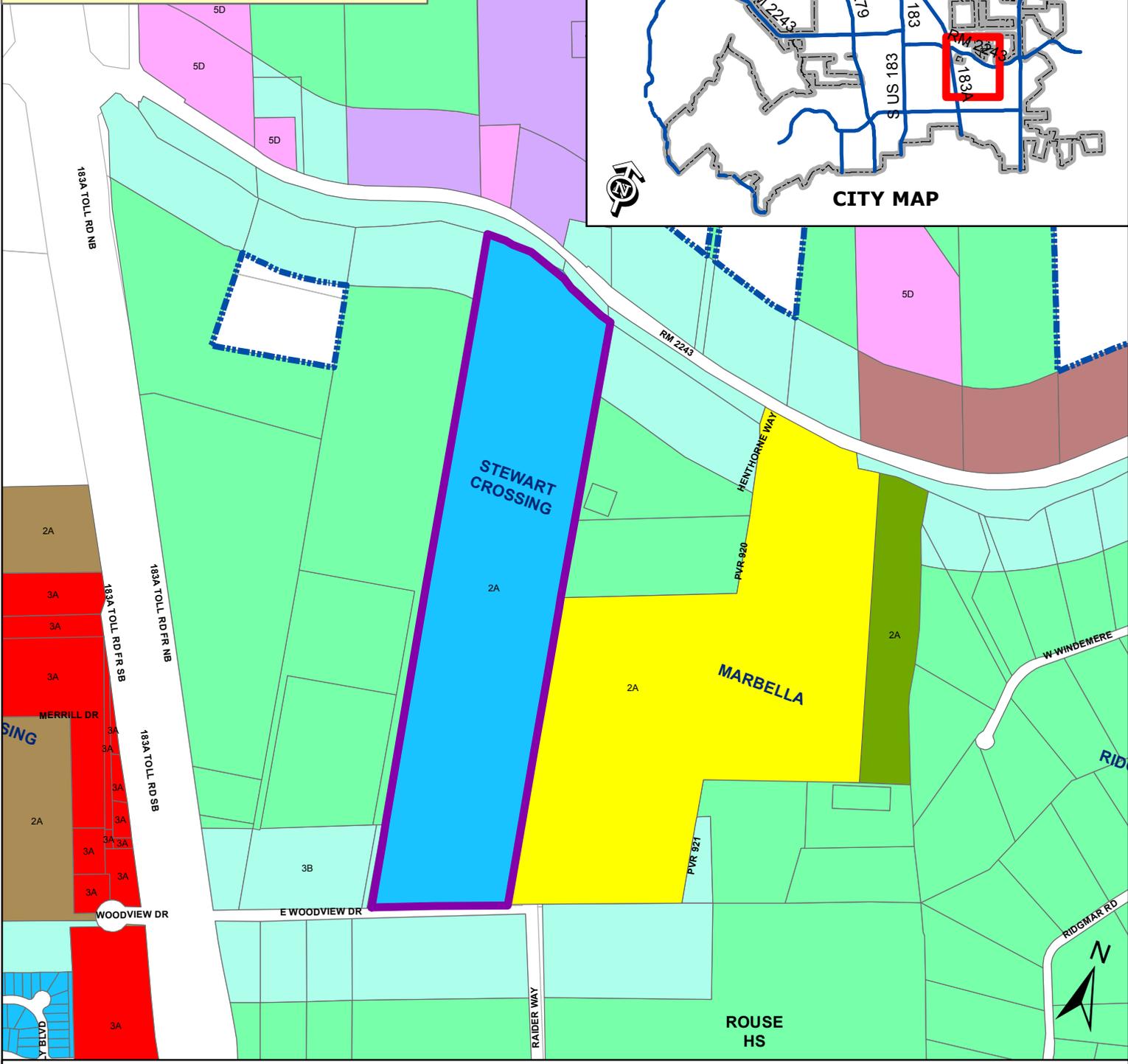
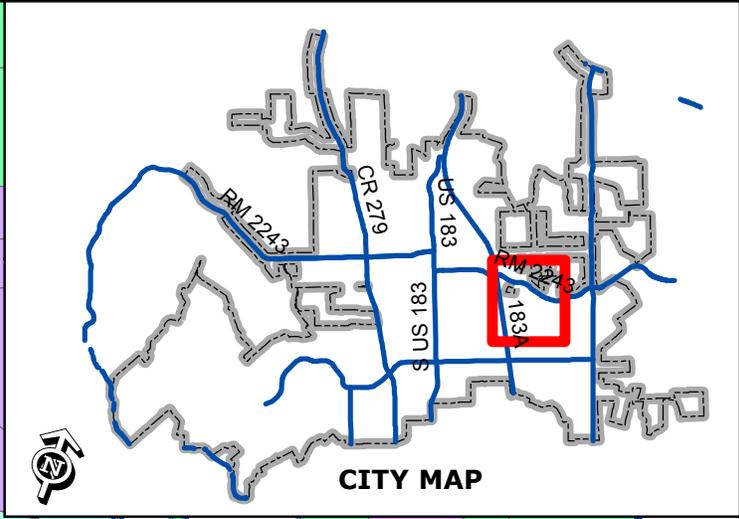
**Financial Consideration:** N/A

**Recommendation:** Staff recommends City Council's approval of the Pump and Haul Agreement with Meritage Homes of Texas, LLC

**Attachments:** Pump and Haul Agreement and Location Map

**Prepared by:** Terri A. Crauford, P.E., Assistant City Engineer

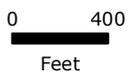
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



## PUMP AND HAUL AGREEMENT

Location Map - Stewart Crossing

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





**WASTEWATER PUMP AND HAUL AGREEMENT  
FOR THE STEWART CROSSING SUBDIVISION**

This Pump and Haul Agreement (this "Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date") by and between the **CITY OF LEANDER, TEXAS**, a Texas home rule municipal corporation (the "City"), and **Meritage Homes of Texas, LLC**, a an Arizona limited liability company (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

**RECITALS:**

**Whereas**, the Developer is developing that certain subdivision known as Stewart Crossing(the "Project");;

**Whereas**, Developer desires to sell lots within the first phase of the Project, known as Stewart Crossing Phase 1 (the "Subdivision"), which is more particularly described herein on **Exhibit A** attached hereto and made a part hereof (the "Property"), and desires that persons purchasing such lots may build homes on such lots and obtain certificates of occupancy for such homes while the following described wastewater infrastructure is being completed and desires to provide wastewater service through pump and haul until such infrastructure is complete: Offsite Wastewater Improvements, as shown on the pending construction plans for the Stewart Crossing Offsite Wastewater (15-PICP-010) and Marbella Offsite Wastewater (14-PICP-035) (the "Wastewater Infrastructure"); and

**Whereas**, the City wishes to ensure there is adequate financial security guaranteeing the completion of the Wastewater Infrastructure and the continuity of pump and haul services until the Wastewater Infrastructure is completed and accepted;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein along with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the parties hereto agree as follows:

**Article I. Building Permits and Certificates of Occupancy**

**1.01. Issuance of Building Permits and Certificates of Occupancy.** The Developer may obtain building permits and certificates of occupancy for up to 60 structures within the Subdivision prior to completion of the Wastewater Infrastructure, subject to full compliance with the following terms and conditions:

- (a) The Developer maintains with the City a bond, cash or an irrevocable letter of credit from a bank or other reputable financial institution or a cash deposit guaranteeing the construction of the Wastewater Infrastructure (the "Wastewater Infrastructure Fiscal Security") that complies with Chapter 10, of the City's Code of Ordinances (the "Subdivision Ordinance").

- (b) The facilities necessary to provide pump and haul service to the lot for which a building permit or a certificate of occupancy is to be issued have been completed and passed inspection by the City, and wastewater service by pump and haul under this Agreement is otherwise available to the lot.
- (c) The Developer deposits and maintains cash in an account with the City and in the amount described below (“Pump and Haul Deposit”) to secure the continuation of the pump and haul operations on the Property during the time period in which construction of the Wastewater Infrastructure is being completed and the Wastewater Infrastructure is completed and accepted. The Pump and Haul Deposit shall initially be in the amount reasonably approved by the City based on current pump and haul invoices which amount shall be \$35,612.50 and which represents the cost of six (6) months (the “Estimated Time Frame”) of pumping and hauling wastewater from the Property, taking into account projected increases in the number of customers.
- (d) Developer is in compliance with the terms and conditions of this Agreement.
- (e) Developer demonstrates to the City that the Developer has a current contract with a pump and haul provider that meets the requirements of this Agreement.
- (f) All other conditions for issuance of a building permit or certificate of occupancy set forth in applicable local (as modified by this Agreement), state, or federal regulations have been met.

**1.02. Suspension on Issuance of Permits.** In the event that at any time the conditions in Section 1.01 or any other provision of this Agreement are not met, it is specifically agreed that the City may suspend development approvals for the Project, and may suspend the issuance of building permits and certificates of occupancy for the Subdivision until the Developer comes into compliance with this Agreement.

## **Article II. Pump and Haul Services**

**2.01. Service Provided.** In consideration for the City authorizing the issuance of building permits and certificates of occupancy as provided herein, the Developer, at its sole cost and expense, shall cause wastewater from the Subdivision to be pumped and hauled and disposed of in a manner that is compliant with applicable local, state, and federal regulations, and that does not result in any spills, leaks, or detriment to the public health, safety or welfare, until such time that the Wastewater Infrastructure is completed and the City accepts and puts into service the Wastewater Infrastructure. The Developer shall maintain all facilities related to the pump and haul service in good repair and working condition and all wastewater effluent in compliance with applicable law. The Developer will promptly report any spills or leaks to the City Engineer. The Developer will cooperate with the City to provide any information to and file any reports with the Texas Commission on Environmental Quality (the “TCEQ”) as required by law. The Developer shall further comply with and cause the company supplying pump and haul services to comply with the terms of service set forth in **Exhibit “B”**. The Developer shall provide or cause the pump and haul service to provided

for the Subdivision in compliance with this Agreement until the Wastewater Infrastructure is complete, accepted by the City, and receiving wastewater from the Subdivision.

**2.02. Pump and Haul Provider.** The Developer shall contract with a reputable company that holds all licenses required by the Texas Commission on Environmental Quality, or successor agency (the “TCEQ”), to pump and haul wastewater from the Subdivision and to maintain all pump and haul facilities, including wastewater manholes WWMH-1, WWMH-2, WWMH 3 and associated pipe as shown in Stewart Crossing Phase 1 Construction Plans, in good repair and working condition, and the Developer shall maintain with the City a current copy of such contract. The Developer shall further maintain with the City at all times the company’s current contact information and designated representatives who are available twenty-four hours a day to respond to complaints or issues related to wastewater disposal.

**2.03. Records.** The Developer shall cause the company to maintain complete records of the pump and haul service provided, and the Developer shall maintain with the City a copy of any reports required by applicable state and federal regulations, related to providing pump and haul services.

**2.04. Transition of Services.** The City and Developer shall reasonably cooperate to smoothly transition wastewater service from the Developer to the City upon completion of the Wastewater Infrastructure.

### **III. Pump and Haul Deposit**

**3.01. Escrow Account.** The Pump and Haul Deposit shall be deposited into escrow with the City, and the City shall hold the same in trust in an Escrow Account (herein so called) for the purposes paying for pump and haul services to the Subdivision upon the occurrence of one of the events set forth in Section 3.02.

**3.02. Draws upon Escrow Account.** The City may, but is not obligated to, draw upon the Pump and Haul Deposit to take over providing and pay for pump and haul services to the Subdivision upon the occurrence of one or more of the following:

- a) Developer fails to complete the Wastewater Infrastructure by March 31, 2017 and fails to continue to provide pump and haul service to the Subdivision.
- b) Developer fails to provide pump and haul services to the Subdivision as required by this Agreement.
- c) Developer abandons development of the Subdivision or the Property.
- d) Developer becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors, or if a receiver, trustee, or liquidator of any of the property or income of the Developer is appointed.

In the event that the City takes over providing pump and haul services to the Subdivision as provided by this Agreement, the Developer shall assign the contract with the company providing pump and haul services under this Agreement to the City upon the City’s request.

**3.03. Reassessment of Pump and Haul Deposit.** Notwithstanding the foregoing, every two (2) months following the date of the first deposit into the Escrow Account the parties shall perform a true up in order to insure that the amount remaining in escrow is sufficient to cover projected pump and haul expenses during the remaining time until completion of the Wastewater Infrastructure. In order to perform this true up, Developer will obtain a certificate from the contractor(s) constructing the Wastewater Infrastructure stating the amount of time remaining to complete construction. The certificate shall be approved by the Developer's engineer and reviewed by the City prior to conducting a true up. If the timeframe to complete construction is more than the remaining Estimated Timeframe, then for each additional month of estimated construction time the Developer shall be required to deposit into escrow an amount equal to one month's fee for pump and haul. For example, if there is an additional 3-months of construction required, Developer will deposit an additional three (3) months of pump and haul costs into escrow.

**3.04. Release of Pump and Haul Deposit.** The City agrees to promptly release the balance of the Pump and Haul Deposit upon final acceptance of the Wastewater Infrastructure by the City and the Wastewater Infrastructure is put into service.

**3.05. Insufficient Pump and Haul Deposit.** In the event that the City takes over pump and haul services and there are insufficient funds to pay for the cost of providing pump and haul service to the Subdivision in the Escrow Account, the Developer shall reimburse the cost of providing pump and haul service that exceeds the Pump and Haul Deposit within thirty days of written demand by the City.

#### **Article IV. Fiscal Security for Wastewater Infrastructure**

**4.01. Drawing Upon Fiscal Security.** If the Developer fails or refuses to timely complete the construction of the Wastewater Infrastructure in accordance with the Subdivision Ordinance and the approved plans and specifications, the City will have the right, but not the obligation, to draw on the Wastewater Infrastructure Fiscal Security posted by the Developer and complete the Wastewater Infrastructure.

**4.02. City Completion of Wastewater Infrastructure.** In the event the City provides notice and elects to complete the Wastewater Infrastructure, all plans and specifications, designs, easements, and improvements acquired, produced, or installed in aid of completing such Wastewater Infrastructure by the Developer or its engineers or contractors before such default, will become the property of the City. In such event, the Developer will provide, within five (5) business days of the City's request, documentation to the City that the above listed items have been conveyed and have become the property of the City.

#### **V. Wastewater Service to be provided by City**

**5.01.** The Parties agree that upon final acceptance of the Wastewater Infrastructure by the City and placement of the Wastewater Infrastructure into service, the City will provide wastewater utility service to all customers within the Subdivision on same terms and conditions as similarly situated customers and property.

## VI. Insurance and Indemnification

**6.01. Insurance.** Developer or the company selected by Developer to provide pump and haul services under this Agreement shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services as required by this Agreement. All Certificates of Insurance and endorsements shall be furnished to the City's at the time of execution of this Agreement.

- (a) Insurance policies required:
  - (1) General Commercial Liability Coverage – Minimum of \$1,000,000.00 per occurrence for bodily injury and property damage; \$2,000,000.00 aggregate.
  - (2) Business Automobile Liability Coverage. – Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
  - (3) Umbrella/Excess Liability Coverage -- Minimum of not less than \$1,000,000.00.
  
- (b) General Requirements Applicable to Policies.
  - (1) Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
  - (2) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of Leander, Texas.
  - (3) Upon request, certified copies of all insurance policies shall be furnished to the City of Leander, Texas.
  - (4) The City of Leander, Texas, its officials, employees, and volunteers, are to be added as "Additional Insured" to the General Commercial Liability Policy and the Umbrella/Excess Liability Policy. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, or volunteers.

**6.02. Indemnification.** To the fullest extent permitted by law, the Developer agrees to and shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including administrative penalties and fines, all expenses of litigation, court costs, and attorney's fees for injury to or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the pump and haul services provided by Developer or the company used by Developer to provide pump and haul service under this Agreement, provided that any such claim, loss, damage, cause of action, suit, or liability is caused in whole or in part by an act or omission of the Contractor, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish the services herein.

**6.03. Enforcement Actions.** In the event that the EPA or the TCEQ issues any form or order or penalty for violations of applicable law resulting from the pump and haul services provided under this Agreement, the Developer shall be responsible for payment of said penalties within the time required under the order or applicable law.

## **VII. Notice of Agreement**

**7.01. Notice of Agreement and Pump and Haul Services.** A memorandum of this Addendum (“Memorandum”) acceptable to City and Developer shall be recorded in the Official Public Records of Williamson County, Texas and that places prospective property owners on notice that wastewater service may be provided by pump and haul service. The Developer shall further give notice to purchasers of lots within the Subdivision that wastewater service will be provided by pump and haul until completion of the Wastewater Infrastructure and shall cause homebuilders who purchase lots within the Subdivision to give such notice to subsequent purchasers.

## **VIII. Term**

**8.01. Term.** This Agreement shall be effective as of the Effective Date and shall continue until the Wastewater Infrastructure is complete, accepted by the City, and placed into service; provided that the City may terminate this Agreement if the Developer is in default of this Agreement after notice of default and opportunity to cure as provided in Section 9.01; and provided further that Sections 1.02, 2.03, 2.04, 3.04, 3.05, 6.02, and 6.03 shall survive termination of this Agreement.

## **IX. Default and Related Provisions**

**9.01. Default.** If one Party believes that the other Party is in Default (herein so called) of any other provision of this Agreement, the non-defaulting Party will give written notice to the other Party, specifying the event of Default and extending the defaulting Party 30 days to cure the Default or, if the curative action cannot reasonably be completed within 30 days, 30 days to commence the curative action and thereafter to diligently pursue the curative action to completion. This 30-day period for notice and opportunity to cure must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to an alleged Default, except that the City shall not be required to comply with this section as a condition of drawing upon the Pump and Haul Fiscal or the Wastewater Infrastructure Security or taking over pump and haul services. The non-defaulting Party must mitigate any direct or consequential damages arising from any Default to the extent reasonably possible under the circumstances. The Parties agree that they will use good faith, reasonable efforts to resolve any dispute by agreement, including engaging in non-binding mediation or other alternative dispute resolution methods as recommended by the laws of the State of Texas, before initiating any lawsuit to enforce their respective rights under this Agreement. If the Default is not cured within the 30-day period, or if curative action is not commenced or diligently pursued in the case of curative action that cannot reasonably be completed in 30 days, the non-defaulting Party may pursue all remedies, at law or in equity, that it deems appropriate to redress such Default. Either Party may seek specific performance or mandamus to enforce the terms of this Agreement.

**9.02. Reservation of Rights.** To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

**9.03. Attorneys Fees.** In the event of any action to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expense, including reasonable attorneys' fees incurred in connection with such action.

**9.04. Waiver.** Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future

**9.05. Force Majeure.** (a) If, by reasons of Force Majeure, any party will be rendered wholly or partially unable to carry out its obligations under this Agreement after its effective date, then such party will give written notice of the particulars of such Force Majeure to the other party or parties within a reasonable time after the occurrence of it. They will suspend the obligations of the party giving such notice, to the extent affected by such Force Majeure, during the continuance of the inability claimed and for no longer period, and any such party will in good faith exercise its best efforts to remove and overcome such inability.

(b) The term "Force Majeure" as utilized in this Agreement will mean and refer to acts of God; strikes, lockouts or other industrial disturbances; acts of terrorism or other public enemies; orders of any kind of the government of the United States, the State of Texas, \_\_\_\_\_ County, City, or any other civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; lightning; fires; hurricanes; storms; floods; washouts; other natural disasters; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines or canals; or other causes not reasonably within the control of the party claiming such inability.

(c) Notwithstanding anything contained herein to the contrary, a force majeure will not operate to prevent the City from drawing on the Pump and Haul Deposit or the Wastewater Infrastructure Fiscal Security as provided herein, or from suspending issuance of development approvals, including building permits and certificates of occupancy, as provided herein.

## **X. Notices**

**10.01. Notice.** When notices or other communications are required to be given under this Agreement, the parties will give written notice to the address of the party to be noticed by either: (a) delivering it in person; (b) depositing it in the United States Mail, first class mail, postage prepaid; (c) depositing it with a nationally recognized courier service; or (d) by sending it by telefax (subject to electronic confirmation) with confirming copy sent by mail. For the purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

|

**City Of Leander:**

City of Leander

Attn: City Manager

By Mail: P.O. Box 319  
Leander, Texas 78646-0319

By Delivery: 200 W. Willis  
Leander, Texas 78641

Fax: \_\_\_\_\_

**With a Copy To:**

Knight & Associates

Attn: Paige Saenz

223 West Anderson Lane, Suite A-105

Austin, Texas 78752

Fax: (512) 323-5773

**Developer:**

Meritage Homes

Attn: Matthew Scrivener

8920 Business Park Drive, Suite 350

Austin, Texas 78759

Fax: (512) 610-6760

**With a Copy To:**

Jennifer S. Lee, Esq.

Vice President – Regional Counsel

Meritage Homes Corporation

17851 N. 85<sup>th</sup> Street, Suite 300

Scottsdale, AZ 85255

The parties agree to notify each other of any changes to their respective addresses. If any date or notice period described in this Agreement ends on a Saturday, Sunday, or legal holiday, the parties will extend the applicable period for calculating the notice to the first business day following such Saturday, Sunday, or legal holiday.

**XI. Miscellaneous Provisions**

**11.01. Controlling Law and Venue.** This Addendum and the Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

**11.02. Time is of the Essence.** It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Addendum.

**11.03. Amendments.** No amendment of this Agreement will be effective until the amendment has been reduced to writing, each party has approved it, and it is signed by the authorized representatives of the parties. Any amendment will incorporate this Agreement in every particular not otherwise changed by the amendment.

**11.04. No Third Party Beneficiaries.** Except as expressly provided in this Agreement, nothing will be construed to confer upon any person other than the parties any rights, benefits or remedies under or because of this Agreement.

**11.05. No Joint Venture.** This Agreement will not be construed in any form or manner to establish a partnership, joint venture, or agency, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties.

**11.06. Severability.** The provisions of this Agreement are severable. If any court of competent jurisdiction ever holds any part of this Agreement or the application of it to any person or circumstance to be invalid or unconstitutional for any reason, it will not affect the remainder of this Agreement and, in such event, this Agreement will be construed as if it had never contained such invalid or unconstitutional portion in it.

**11.07. Multiple Originals.** The parties may execute this Agreement in multiple originals each of equal dignity.

**11.08. Assignment.** The rights or obligations of the Developer under this Agreement, in whole or in part, may be assigned or transferred without the prior written consent of the City, which shall not be unreasonably denied or delayed, in accordance with the procedures set forth in this Agreement provided that the Developer's assignee assumes the assigned rights and obligations under this Agreement without amendment or modifications of same, and the assignee possesses the financial and managerial capability to perform all of the obligations of Developer under this Agreement and provides to the City, upon request, documentation sufficient in the judgment of the City to demonstrate that the assignee possesses the financial and managerial capacity to perform the obligations of the Developer under this Agreement, and the assignee is not currently in material default under any other agreements with the City. Developer agrees to provide an executed copy of such assignment to the City within five business days of its execution.

**11.09. Binding Nature of Agreement.** This Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.

**EXECUTED** to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY:**

**CITY OF LEANDER, TEXAS**

By: \_\_\_\_\_  
Kent Cagle, City Manager

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by Kent Cagle, City Manager of the **City of Leander, Texas**, a Texas municipal corporation, on behalf of said city.

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

**DEVELOPER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, on behalf of said \_\_\_\_\_.

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

**Exhibit B**  
**Terms of Service**

The Developer shall comply with the following requirements for conducting pump and haul operations:

1. The Developer is responsible for monitoring the pump and haul facilities to ensure there are no overflows of wastewater. A TCEQ licensed wastewater disposal company will conduct pump-and haul operations. The Developer will provide the City a copy of monthly invoices for pump and haul operations. This should include verification of proper disposal and the total volume of wastewater pumped each month.
2. Immediately upon completion of pump-and-haul operation by the Developer, the Developer is required to clean the sanitary sewer main due to solid build up.
3. Detailed plans signed and sealed by a Texas Licensed Professional Engineer must be submitted and approved by the City. Plans shall include:
  - a) All weather access road to final collection site
  - b) Calculations of projected flow
  - c) Calculations of storage capacity during peak wet weather flow
  - d) Plan and profile of wet well/holding tank and sewer main(s), include maximum design level elevation on profile
  - e) Location of temporary mechanical plug(s) (inflatable plugs shall not be used), as applicable
  - ~~f) Compute maximum number of sewer lateral connections during pump and haul operations.~~

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**Executive Summary**

**February 4, 2016**

**a. Public Hearing:** on an Ordinance Establishing Construction Zone Speed Limits of 35 MPH for Old 2243 West from U.S. Hwy. 183 to Bagdad Road and 45 MPH from Bagdad Road to 1,000 feet west of Lakeline Boulevard. The purpose of this public hearing is to elicit citizen comments concerning the proposed establishment of construction zone speed limits of 35 and 45 mph, as noted above, for Old 2243 West.

**b. Action:** on Consideration of an Ordinance Establishing Construction Zone Speed Limits of 35 MPH for Old 2243 West from U.S. Hwy. 183 to Bagdad Road and 45 MPH from Bagdad Road to 1,000 feet west of Lakeline Boulevard.

**Background:** The current speed limit for Old 2243 West is 45 MPH from U.S. Hwy. 183 to Bagdad Road and 55 MPH from Bagdad Road westward to the City Limits. Old 2243 West is not part of the State highway system. Old 2243 West is currently under construction as the roadway is improved and widened from two lanes to five (5) travel lanes with intersection improvements from U.S. Hwy. 183 to the west side of Lakeline Boulevard. Due to the ongoing roadway construction and complaints received from the construction contractor that traffic has been traversing the marked and signed construction zones at unreasonable and unsafe rates of travel thereby endangering the construction workers and the traveling public, the establishment of construction zone speed limits is an appropriate and necessary safety measure. The proposed construction zone speed limit for Old 2243 West is 35 MPH for from U.S. Hwy. 183 to Bagdad Road and 45 MPH from Bagdad Road to 1,000 feet west of Lakeline Boulevard

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

**Financial Consideration:** Cost of construction zone and speed limit signage and installation is part of the current roadway construction contract, and no additional cost is anticipated.

**Recommendation:** Staff requests approval of the proposed ordinance setting construction zone speed limits on Old 2243 West.

**Attachments:** Proposed Ordinance

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

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

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS,  
ESTABLISHING CONSTRUCTION SPEED ZONES AND  
LOWERING SPEED LIMITS ON PORTIONS OF OLD 2243;  
PROVIDING FOR THE ERECTION OF TRAFFIC CONTROL  
SIGNS; ESTABLISHING A PENALTY; SUSPENDING  
CONFLICTING ORDINANCES; PROVIDING EFFECTIVE DATE,  
SEVERABILITY, AND OPEN MEETINGS CLAUSES; AND  
PROVIDING FOR RELATED MATTERS**

**Whereas**, the regulation of traffic, motor vehicles and conveyances upon all public streets, roadway and right-of-ways constituting a speed zone within the City limits is essential and necessary to protect and to preserve the public safety of the City of Leander, Texas (the "City");

**Whereas**, during the construction, repair and maintenance of public streets, roadways and right-of-ways, there is an increased risk to the construction workers present and strict compliance with the speed zone should be absolutely required by doubling the fine at times when workers are present;

**Whereas**, an engineer and contractor for the City has presented evidence of the need for a construction zone along portions of Old 2243 where construction is in progress and traffic has been traveling at a rate of speed higher than reasonable and/or safe around and near such construction, together with the recommendation concerning establishing a lower speed limit, and the locating of the construction zone;

**Whereas**, Texas Transportation Code Section 545.352 provides that prima facie speed limits may be lowered if a special hazard exists that so requires;

**Whereas**, it is the opinion of the City Council of the City that it is in the best interests of the City to designate construction zones on portions of Old 2243 and to lower the speed limits in such zones; and

**Whereas**, after review, inquiry and the opportunity for citizen participation at a public hearing, the City Council has found the speed control signs hereinafter set forth and listed in this ordinance are reasonable and necessary for the public safety and are supported by evidence that a lower speed limit would be reasonable and/or prudent under the circumstances;

**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. Traffic Control Speed Signs.** The City Council hereby orders and directs that signs designating the construction work zone and the maximum speed limits within such zone described in Section 3 be placed, installed and erected at the locations designated, and that each such sign and device be hereafter maintained and enforced by the City until termination of the construction work zone as provided in Section 5. The signs indicate the prima facie speed limit in the direction facing the sign.

**Section 3. Temporary Prima Facie Speed and Construction Speed Zone.** It is hereby determined that a construction work zone is hereby established for the portions of Old 2243 described in this Section and the temporary prima facie maximum construction speed limit on those portions of Old 2243 defined in this Section, where construction, maintenance or repairs are in progress, is as hereinafter stated, which prima facie maximum construction speed limit shall be effective when signs for said speed limits are erected.

- a. **Construction Work Zone: Old 2243 from US Highway 183 to Bagdad Road.** For traffic travelling in both directions within the construction work zone, the prima facie maximum construction speed limit on Old 2243 from the intersection of Old 2243 and US Highway 183 to the intersection of Old 2243 and Bagdad Road, shall be thirty-five (35) miles per hour.
- b. **Construction Work Zone: Old 2243 from Bagdad Road to 1,000 feet west of Lakeline Boulevard.** For traffic travelling in both directions within the construction work zone, the prima facie maximum construction speed limit on Old 2243 from the intersection of Old 2243 and Bagdad Road to 1,000 feet west of Lakeline Boulevard, shall be forty-five (45) miles per hour.

**Section 4. Violation and Penalties.** It shall be unlawful for any person to drive or operate a motor vehicle that enters the speed zone identified in Section 3 without observing the prima facie maximum speed limit which shall remain in effect at all times unless changed by another traffic control device duly placed. Further, it shall be unlawful for any person to tamper with, alter, remove, destroy, cover or hinder the visibility, of any traffic device control device erected by this Ordinance in a manner which is inconsistent with its use as a traffic control device. Any person who violates this ordinance or part thereof shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not less than \$50.00 nor more than \$200.00. The offense shall be alleged as "Speeding in Construction Zone". Should the offense occur while construction workers are present and a duly posted sign advising that speeding while construction workers are present shall increase the penalty, the fine shall be not less than \$100.00 nor more than \$400.00. The offense shall be alleged as "Speeding in Construction Zone while workers are present".

**Section 5. Suspension of Previous and/or Conflicting Ordinances.** This ordinance shall suspend any ordinance or parts of ordinances, that are in conflict with this ordinance until the completion and/or acceptance of the improvements to Old 2243. Upon the City acceptance of the improvements to Old 2243, this ordinance shall cease to be effective and the previous speed zones shall immediately be reinstated as the correct speed zone of the portions modified in Section 3.

**Section 6. Effective Date.** This ordinance shall be in full force and effect immediately upon its final passage and publication in the manner required by the Texas Local Government Code and the Charter.

**Section 7. Severability.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any section, paragraph sentence, clause or phrase of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining sections paragraphs, sentences, clauses and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid section, paragraph, sentence, clause or phrase. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or application for this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

**Section 8. Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was passed and was open to the public as required, and that the public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED on this the \_\_\_\_\_ day of February, 2016.

ATTEST

**City of Leander, Texas**

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Debbie Haile, City Secretary

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Christopher Fielder, Mayor



**Executive Summary**  
**February 4, 2016**

**Agenda Subject:** Consider Joint Election Agreement and Contract for Election Services with Williamson County to conduct May 7, 2016 Election for both Williamson and Travis County voters in the City of Leander

**Background:** The Elections Administrator with Williamson County will be conducting elections for all Participating Entities within the County holding elections on the same day. The attached Agreement will allow the sharing of the cost of election judges and equipment and the sharing of polling locations. Williamson County has agreed to hold the May 7, 2016 election for both Williamson and Travis County voters who reside in the City of Leander. This agreement is only for the May 7, 2016 election and not the primary election held in March. This will allow for all registered voters in the City to vote at any polling location within Williamson County for early voting and on Election Day.

**Origination:** Debbie Haile TRMC, City Secretary

**Recommendation:** Staff recommends Council approval of this Agreement

**Attachments:** Joint Election Agreement and Contract for Election Services

**Prepared by:** Debbie Haile TRMC, City Secretary



**THE STATE OF TEXAS  
COUNTY OF WILLIAMSON**

**JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

This Joint Election Agreement and Contract for Election Services (“Contract”) is made by and between the Williamson County Elections Administrator (“Elections Administrator”) and political subdivisions (“Participating Authority” or “Participating Authorities”) located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State’s election calendar.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of May 7, 2016, and administered by Christopher Davis, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

***RECITALS***

**WHEREAS**, each Participating Authority plans to hold an election on May 7, 2016;

**WHEREAS**, Williamson County owns an electronic voting system, the Election Systems and Software (ES&S) iVotronic/M100/M650 Voting System (Version 3.0.1.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County’s electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

**NOW THEREFORE**, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

**I. ADMINISTRATION**

The Participating Authorities agree to hold a “Joint Election” with Williamson County, if applicable, and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, postage, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County’s electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this Contract.

## II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

## III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment A** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment A**.

## IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election poll workers and personnel.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the time and location of training and distribution of election supplies and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$12 an hour), Clerks (\$10 an hour)  
Early Voting – EV Mobile Team: Supervisor (\$14 an hour), Clerks (\$12 an hour)  
Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$10 an hour), Clerk (\$10 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above. Election poll workers will be paid a flat fee of \$25.00, one time annually (per calendar year) for 100% completion of the Williamson County online poll worker training program.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

## **V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner and in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit ballot information in a format or template as requested by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot(s) proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers (Texas Election Code Section 43.007) on Election Day shall be conducted exclusively on Williamson County's iVotronic electronic voting system. Provisional ballots will be cast on paper ballots.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

At his discretion, the Elections Administrator shall be responsible for conducting criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

## **VI. EARLY VOTING**

The Participating Authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006, Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment B** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Early Voting Clerk  
Williamson County Elections Office  
PO Box 209  
Georgetown, TX 78627

After the first day of early voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the early voting turnout by early voting polling location by day and a cumulative final early voting turnout report following the close of early voting.

## **VII. EARLY VOTING BALLOT BOARD**

Williamson County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

## **VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS**

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Participating Authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Kay Eastes, Williamson County Deputy Elections Administrator
Tabulation Supervisor:	Christopher Davis, Williamson County Elections Administrator
Presiding Judge:	Kay Smith, Williamson County Warehouse Manager
Alternate Judge:	Julie Seippel, Williamson County Voter Registration Supervisor

The Counting Station Manager or her representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before May 10, 2016 and no later than May 18, 2016.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

#### **IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY**

Williamson County Elections will consider conducting elections in territories outside of Williamson County on a case-by-case basis.

Participating Authority CITY OF LEANDER includes territory and registered voters located within Williamson County and Travis County. The majority of the City's territory and registered voters are located within Williamson County.

Election Administrator and City of Leander agree that as part of the *JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES*, Elections Administrator shall conduct the election being held on May 7, 2016 for the City of Leander and include the City's registered voters in Williamson County and Travis County. The early voting and election day polling locations shall all be located within Williamson County and serve the City's registered voters for Williamson County and Travis County. Elections Administrator shall serve as the Early Voting Clerk for the registered voters in Williamson and Travis Counties of the City of Leander for the May 7, 2016 election as further described in Section VI., "Early Voting," of this Agreement.

All resident, qualified electors of the City of Leander shall be entitled to vote at the election.

#### **X. RUNOFF ELECTIONS**

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 7, 2016 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold early voting and runoff elections after the May 7, 2016 Uniform Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

## **XI. ELECTION EXPENSES AND ALLOCATION OF COSTS**

**Charges.** In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, an administrative fee, and for the lease of voting equipment.

1. Share of Election Costs. Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as their election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:

- \$309.50 per ADA iVotronic DRE;
- \$250.00 per iVotronic DRE;
- \$85.00 per iVotronic printer;
- \$274.43 per electronic pollbook

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

3. Administrative Fee. Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

## **XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

### **XIII. RECORDS OF THE ELECTION**

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

### **XIV. RECOUNTS OR CONTESTED ELECTION**

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

### **XV. MISCELLANEOUS PROVISIONS**

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one of 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 provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

## **XVI. COST ESTIMATES AND DEPOSIT OF FUNDS**

The total *estimated* cost for the May 7, 2016 election is \$250,000.00 and is based on the cost of previous May joint general and special elections. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XI.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 15 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

**XVII. SIGNATURE PAGE (Separate Page)**

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**ELECTIONS ADMINISTRATOR:**

\_\_\_\_\_  
Christopher Davis, Elections Administrator  
Williamson County, Texas

WITNESS BY MY HAND THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**PARTICIPATING AUTHORITY:**

Name of Participating Authority: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Official Capacity: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**ATTACHEMENT A**

Election Day voting locations (to be determined)

**ATTACHMENT B**

Early Voting Schedule with Voting Locations (to be determined)



**Executive Summary**

**February 4, 2016**

**Council Agenda Subject:** Consideration of adopting a Traffic Calming Device Policy for Residential Neighborhoods

**Background:** In the past city staff has received several requests to install traffic calming devices to reduce speeding in residential neighborhoods. For various reasons none have been installed. The proposed policy provides an opportunity for residents and property owners most affected by potentially speeding vehicles to participate in a process that:

1. Considers their request and amount of public support for Traffic Calming Devices
2. Evaluates eligibility and installation locations based on defined transportation engineering criteria
3. Determines costs
4. Provides a standardized design
5. Provides advance notification prior to installation of a traffic calming device.

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

**Financial Consideration:** None (determined prior to an installation)

**Recommendation:** Staff respectfully requests approval of the proposed Policy with the authority to administratively modify construction details and associated signage.

**Attachments:** Traffic Calming Device Policy for Residential Neighborhoods including a petition form and construction detail.

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

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

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ADOPTING A  
TRAFFIC CALMING DEVICE POLICY**

**WHEREAS**, the City Council of the City of Leander, Texas (the “City”) finds that it is reasonable and necessary to adopt a Traffic Calming Device Policy to govern the installation of traffic calming devices and the evaluation of requests to install such devices;

**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. Policy Adopted.** The City Council of the City of Leander hereby adopts the Traffic Calming Device Policy for Residential Neighborhoods attached hereto as Attachment “A”.

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

**PASSED AND APPROVED** this the \_\_\_\_ day of February, 2016.

**Attest:**

**THE CITY OF LEANDER, TEXAS**

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

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

**Attachment "A"**

Traffic Calming Device Policy for Residential Neighborhoods

**CITY OF LEANDER**  
**TRAFFIC CALMING DEVICE POLICY FOR RESIDENTIAL NEIGHBORHOODS**

**1. Definitions.**

- (a) Application means the written initial request and the petition submitted by a resident or representative of a neighborhood group.
- (b) Residential dwellings include single-family houses, townhomes and duplexes.
- (c) Traffic Calming Device is a geometric design feature of a roadway, consisting of a raised area in the roadway pavement surface extending transversely across the travelway, whose sole purpose is to reduce the speed of vehicles traveling along the roadway.
- (d) Street refers to the street segment that must be petitioned. It should be a continuous street between two intersecting streets and should be a minimum of 1,000 feet in length.

**2. Eligibility requirements.** Many factors must be considered in locating traffic calming devices for optimal effectiveness. Isolated humps provide only point speed reductions and do not achieve an overall speed reduction effect.

- (a) A petition documenting that a minimum of 90 percent of the property owners of all residential dwellings on the street support installation of the requested traffic calming device(s).
- (b) The street where the traffic calming device is proposed must be composed primarily of residential dwellings.
- (c) Conditions for locating traffic calming devices, including operational and geometric characteristics of the street, are as follows:
  - (1) The street must be a local residential street or a residential collector street.
  - (2) The street must be paved. If the traffic calming device is located on a street with no curb and gutter, then a special design must be used to prevent vehicles from driving around a traffic calming device.
  - (3) The street pavement width can be no wider than 37 feet wide.
  - (4) There must be no more than one moving lane of traffic in each direction.
  - (5) Traffic volumes must be more than 400 vehicles per day but less than 3,000 vehicles per day.
  - (6) The street must not be identified as a primary route for emergency vehicles as determined by the Fire Chief or other designated representative in the Fire Department.
  - (7) The street must have a speed limit of 30 miles per hour or less in accordance with State law.
  - (8) Vehicle speed must equal or exceed an 85th percentile speed of five miles over the posted speed limit.
  - (9) The street must have adequate sight distance to safely accommodate the device(s) as determined by the Engineering or Public Works Department.
  - (10) The street must not have curves or grades that prevent safe placement of the device(s). Traffic Calming Devices may be located on streets that contain curves and/or grades but the hump itself must be located not less than 200 feet from any horizontal curve with a radius of 1,000 feet or less. The vertical grade of the street may not exceed eight percent.

**CITY OF LEANDER**  
**TRAFFIC CALMING DEVICE POLICY FOR RESIDENTIAL NEIGHBORHOODS**

- (11) The elevation of property adjacent to traffic calming device must be above the top of the curb, or as determined by the Engineering or Public Works Department, to minimize potential flooding due to the presence of the hump in the roadway.
- (12) A traffic calming device must be located downstream of drainage inlets.
- (13) A traffic calming device must be placed perpendicular to the direction of travel.
- (14) A traffic calming device must not be installed within 150 feet of an intersection.
- (15) A traffic calming device should be located on property lines rather than in front of a residence, however it must not be located in front of a property if the owner objects to its placement. It is the responsibility of the applicant(s) to obtain approval from the property owner of majority of households to place traffic calming devices on property lines or in front of a residence.
- (16) A traffic calming device should not be located at driveways or between ends of a loop driveway that presents an attractive run-around route.
- (17) A traffic calming device must not be located over manholes, gate valves, utility vault accesses and similar features.
- (18) A traffic calming device should be installed to take advantage of existing street lighting.

**3. *Cost responsibility.***

The cost for the traffic calming device installation (including signs, pavement markings and, if necessary, special design features such as curbing or guard rail) and/or removal is the property owner's responsibility. The cost for transportation engineering studies and maintenance of the traffic calming device is the responsibility of the city. The term property owner, when used in cost sharing, does not necessarily refer to the petitioners, but is used to define the share of the cost that is not the responsibility of the city and should be paid by one or more of the residents or from other private resources. The City Council reserves the right to waive the cost in cases of financial hardship.

**4. *Design standards and procedures.***

The City Engineer shall prepare and maintain current design standards and installation procedures for traffic calming devices in accordance with this article.

**5. *Procedure for installation.***

- (a) The initial request for the installation of traffic calming devices must originate from the property owners living on the street. A request in writing from a property owner or representative of a neighborhood group must be forwarded to:

Department of Public Works  
City of Leander  
P.O. Box 319  
Leander, Texas 78646

- (b) Upon receipt of the request, a preliminary determination of eligibility based on compliance with this article and available traffic data will be made in a timely manner.
  - (1) If the street is determined not to be eligible, the applicant will be notified in writing of the reason for the denial.
  - (2) The decision may be appealed in writing to the city manager within 30 days of the notification date. The city manager will review the determination and respond to the applicant

**CITY OF LEANDER**  
**TRAFFIC CALMING DEVICE POLICY FOR RESIDENTIAL NEIGHBORHOODS**

within 30 days of the appeal request. Any subsequent petitions must show the reason for the original denial.

- (3) If the street is determined to be eligible for consideration of traffic calming device installations, a meeting will be arranged between the applicant and staff to determine the petition area and the approximate locations or range of locations. The applicant will then be instructed to submit a petition containing the signatures of 90 percent of the property owners of all residential dwellings on the street in support of the installation of the traffic calming devices. Only petition forms (Exhibit A) supplied by the city or photocopies of petition forms may be used for this purpose.

- (c) Once the petition has been verified, the Public Works Department will conduct the necessary studies and solicit comments and recommendations from other City Departments. A determination of the street's eligibility for traffic calming device installation will be made in a timely manner, based on the ordinance.

- (1) If the street is determined not to be eligible for traffic calming device installation, the applicant will be notified in writing giving the reason.
- (2) The decision may be appealed in the same manner as in subsection (b)(2) above.
- (3) If the street is determined to be eligible, the street will be placed on a list of streets eligible for traffic calming device installation.

- (d) The city will make a determination of total installation cost.

- (e) Once eligible for traffic calming device installation, owners of real property lying within the notification area will be notified of the action by the city. The notification area consists of the area within 200 feet of the boundary of the street. The measurement of the 200 feet includes streets and alleys. The notice will include a return form to indicate support or objection to the proposed installation.

- (f) If owners of 20 percent or more of the real property (as measured by front footage) within the notification area object to the installation within 30 days of the notice, the request will then be scheduled before a public hearing before the city council. The public works department will notify the applicant, and the owners of all property within the study area of the public hearing.

- (g) If objections from less than 20 percent of the real property owners within the notification area are received or the city council approves the installation after a public hearing, then the city will place the street on a list of streets approved for traffic calming device installation.

- (h) Once a street is placed on the list of streets approved for traffic calming device installation, the city will submit a statement to the applicant for the cost of the installation(s). Upon receipt of payment of the cost, the devices will be installed as scheduling permits. If full payment has not been received within six months from the statement date, the street will be removed from the list of streets approved for traffic calming device installation and all monies received, if any, returned to the payor.

- 6. Traffic Calming Device Removal or Alteration.** The process for removing or altering a Traffic Calming Device by the property owners is the same as the process for installation. 90 percent of the property owners of all residential dwellings on the street must sign a petition in favor of removal. The cost for removal or alteration will be determined by the city and is the property owners' responsibility to pay.

**CITY OF LEANDER**  
**TRAFFIC CALMING DEVICE POLICY FOR RESIDENTIAL NEIGHBORHOODS**

7. **Traffic Calming Device Design.** For information purposes only, the attached Exhibit "B" shows a typical traffic calming device design.



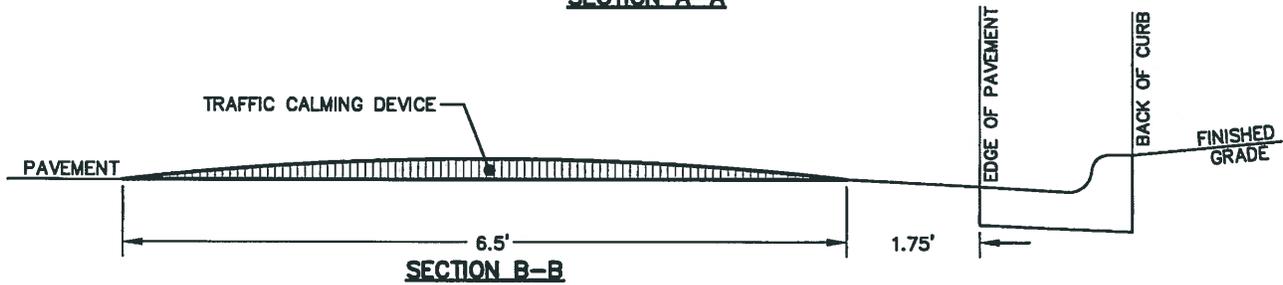
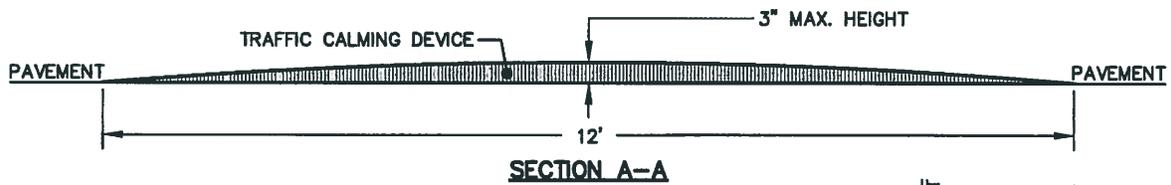
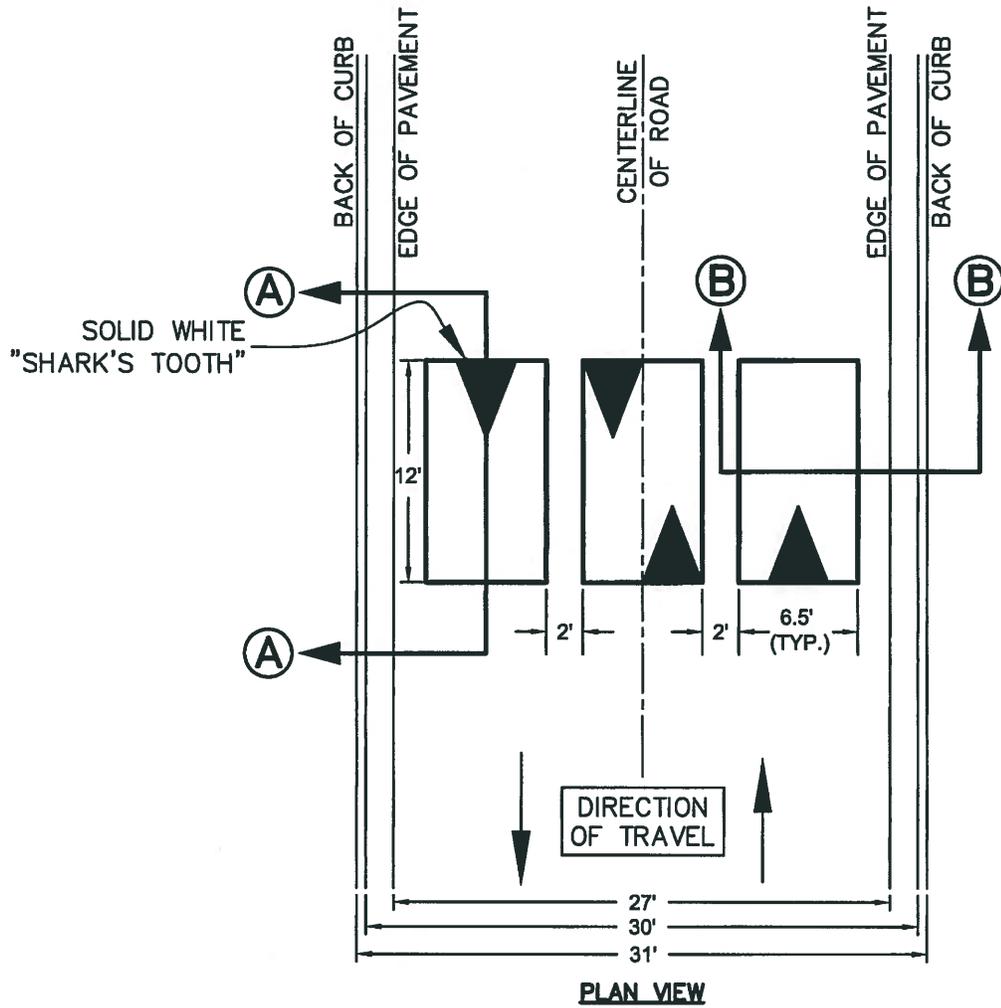
**CITY OF LEANDER  
TRAFFIC CALMING DEVICE POLICY FOR RESIDENTIAL NEIGHBORHOODS**

**Exhibit "B"**

**Traffic Calming Device Detail**

\*NOT TO SCALE

### ASPHALT TRAFFIC CALMING DEVICE



**NOTE:**

- 1. TRAFFIC CALMING DEVICES ARE ONLY TO BE INSTALLED AT APPROVED LOCATIONS PER THE CITY OF LEANDER TRAFFIC CALMING POLICY.
- 2. PREFABRICATED TRAFFIC CALMING DEVICES MAY BE INSTALLED IN-LIEU OF ASPHALT.
- 3. CONFIGURATION SHOWN IS FOR RESIDENTIAL LOCAL ROADWAYS ONLY.
- 4. ALL INSTALLATIONS SHALL HAVE W404 ADVANCE WARNING SIGNS INSTALLED PER TMUTCD.



*Wayne S. Watts*  
01/26/16



City of Leander, Texas

DETAIL #205-1  
TRAFFIC CALMING DEVICE



**Executive Summary**

**February 4, 2016**

**Subject:** Old Town Christmas Festival, Parade & Tree Lighting

**Background:** Suggestions have been made by the Council to expand and improve our annual Christmas Event. The Chamber has offered to be a partner and we would like to propose an outline of ideas that have been discussed relative to the 2016 activities.

Initially, the parade and tree lighting was a product of the Leander Community Club. When the Community Club dissolved, responsibility for putting on the event was given to the Parks & Recreation Department. This year we propose to expand the event to make it bigger and better with the help of the Chamber of Commerce & Visitors Center.

We propose to put on a day-long festival (Sponsored by the Chamber). It would include live music, vendors, beer and wine sales and family activities. We propose to start in the morning with the parade, hold the festival during the afternoon and evening and have the tree lighting when it gets dark. Parks & Recreation would coordinate the parade and tree lighting. There are details to work out and we will keep the Council informed, but first we need input and support for the changes we propose.

**Financial Consideration:** To be determined.

**Recommendation:** City staff and the Chamber respectfully request Council consideration, feedback and support to expand and improve the City's Christmas event.

**Attachments:** None

**Prepared by:** Stephen Bosak, Parks & Recreation Director  
Bridget Brandt, President & CEO  
Leander Chamber of Commerce & Visitors Center