



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

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



Thursday ~ August 4, 2016 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd

Place 4 – Ron Abruzzese (Mayor Pro Tem)
Place 5 – Jeff Seiler
Place 6 – Troy Hill
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments:
4. Citizen Comments: Three (3) minutes allowed per speaker
Please turn in speaker request form before the meeting begins

CONSENT AGENDA: ACTION

5. Approval of the minutes: July 21, 2016
6. Dedication and Acceptance of Subdivision Infrastructure Improvements for Bluffs at Crystal Falls Section 3, Phase 3B
7. Dedication and Acceptance of Subdivision Infrastructure Improvements for Bluffs at Crystal Falls Section 3, Phase 3H
8. Dedication and Acceptance of Subdivision Infrastructure Improvements for Borho Phase 7
9. Dedication and Acceptance of Subdivision Infrastructure Improvements for Bryson Phase 1, Section 1C
10. Dedication and Acceptance of Hero Way Multi-Family (Water and Wastewater)
11. Annexation Development Agreement under Section 43.035, Texas Local Government Code, between the City of Leander and the Roy L. Sullivan II Living Trust

PUBLIC HEARING: ACTION

12. **Public Hearing** on Zoning Case 16-Z-014: Consider a zoning change of several parcels of land for 27.285 acres, more or less located at 8660 183A Toll Road from interim zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development with base zoning districts of LO-2-A, Local Office and HC-5-D, Heavy Commercial, Leander, Williamson County, Texas
Applicant: Anthony Shaleesh on behalf of First State Bank Central Texas; T. Gerry Gamble

Action on Zoning Case 16-Z-014: a zoning change for several parcels of land for 27.285 acres, more or less located at 8660 183A Toll Road from interim zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development with base zoning districts of LO-2-A, Local Office and HC-5-D, Heavy Commercial, Leander, Williamson County, Texas

13. **Public Hearing** on Zoning Case 16-Z-008 & Subdivision Case 16-CP-001: Consider rezoning and approval of the Bluffview Concept Plan for several parcels of land located at 500 Bradley Ranch Road for 182.84 acres, more or less, from Interim zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development with the base zoning districts of SFS-2-A, Single Family Suburban, SFU-2-A, Single Family Urban, and SFC-2-A, Single Family Compact, Leander, Williamson County, Texas
Applicant: Carlson, Brigrance & Doering (Geoff Guerrero) on behalf of Development Solutions Bradley, LLC

Action on Zoning Case 16-Z-008 & Subdivision Case 16-CP-001: Consider rezoning and approval of the Bluffview Concept Plan for several parcels of land located at 500 Bradley Ranch Road for 182.84 acres, more or less, from Interim zoning SFR-1-B, Single Family Rural to PUD, Planned Unit Development with the base zoning districts of SFS-2-A, Single Family Suburban, SFU-2-A, Single Family Urban, and SFC-2-A, Single Family Compact, Leander, Williamson County, Texas

14. **Public Hearing** on Zoning Case 15-TOD-Z-030 & Subdivision Case 15-TOD-CP-009: Consider rezoning and approval of the Tylerville Commercial Concept Plan for a tract of land generally located to the southwest of the intersection of San Gabriel Parkway and US 183 for 11.221 acres, more or less, from PUD, Planned Unit Development to an amended PUD, Planned Unit Development to include the base zoning districts of GC-3-A, General Commercial, GC-2-A, General Commercial and LC-2-A, Local Commercial, Leander, Williamson County, Texas
Applicant/Agent: Bill Pohl on behalf of Waterstone Tylerville, LP

Action on Zoning Case 15-TOD-Z-030 & Subdivision Case 15-TOD-CP-009: Consider rezoning and approval of the Tylerville Commercial Concept Plan for a tract of land generally located to the southwest of the intersection of San Gabriel Parkway and US 183 for 11.221 acres, more or less, from PUD, Planned Unit Development to an amended PUD, Planned Unit Development to include the base zoning districts of GC-3-A, General Commercial, GC-2-A, General Commercial and LC-2-A, Local Commercial, Leander, Williamson County, Texas

15. **Public Hearing** on Zoning Case 16-TOD-Z-016: Consider a zoning change of several lots located at 216 N. Gabriel for 0.75 acres, more or less from PUD/TOPD, Planned Unit Development/Transit Oriented Development with the T4 Transect Zone to change the transect zone to T5, Leander, Williamson County, Texas
Applicant: Michael & Jamie Nelson

Action on Zoning Case 16-TOD-Z-016: Consider a zoning change of several lots located at 216 N. Gabriel for 0.75 acres, more or less from PUD/TOD, Planned Unit Development/Transit Oriented Development with the T4 Transect Zone to change the transect zone to T5, Leander, Williamson County, Texas

REGULAR AGENDA

16. Consider Subdivision Case 15-PP-008: a Preliminary Plat for the Lively tract regarding Heritage Tree Removal
17. Development Agreement Case 16-DA-005: Consider a Development Agreement between the City of Leander and SSA Investments for the property generally located to the northwest of the intersection of Hero Way and Ronald W. Reagan Blvd, City of Leander, Williamson County, Texas
18. Consider approval of Construction Activities between 9:00 pm and 7:00 am for AT&T for the Old 2243 Roadway Improvements Project on Tuesdays and Thursdays during August and September of 2016

19. Receive Effective & Rollback Tax Rate Calculations for FY 2016-17
20. Consider a Proposal to Adopt a Tax Rate for FY 2016-17
21. Schedule Two Public Hearings on a Proposal to Adopt a Tax Rate for FY 2016-17
22. Consider rescheduling of the October 6, 2016 City Council meeting to Tuesday, October 11, 2016 due to the Texas Municipal League Annual Conference
23. Council Member Closing Statements

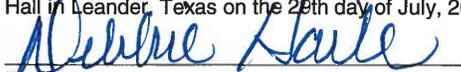
EXECUTIVE SESSION

24. Convene into executive session:
 - a) pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding In Re: Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138 KV Transmission Line Project in Williamson County, Texas, Before the State Office of Administrative Hearings (SOAH Docket No. 473-16-4342; PUC Docket No. 45866)
 - b) pursuant to Section 551.072, Texas Gov't Code, to deliberate the acquisition and value of real property to consider the purchase of 0.392 acre (17,066 SF) of fee simple right-of-way from HEB for the Old 2243 Roadway Improvements Project in the amount of \$179,193.00
 - c) pursuant to Section 551.071, Tex. Gov't Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Docket Nos. 45842 and 45843, Applications of the City of Leander to Amend a Water Certificate of Convenience and Necessity and Partial Dual Certification in Williamson County, Texas, Public Utility Commission of Texas
 - d) pursuant to Section 551.072, Texas Government Code, to deliberate the acquisition of real property
25. Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding
 - a) Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138 KV Transmission Line Project in Williamson County, Texas, Before the State Office of Administrative Hearings (SOAH Docket No. 473-16-4342; PUC Docket No. 45866)
 - b) the acquisition and value of real property to consider the purchase of 0.392 acre (17,066 SF) of fee simple right-of-way from HEB for the Old 2243 Roadway Improvements Project in the amount of \$179,193.00
 - c) Docket Nos. 45842 and 45843, Applications of the City of Leander to Amend a Water Certificate of Convenience and Necessity and Partial Dual Certification in Williamson County, Texas, Public Utility Commission of Texas
 - d) the acquisition of real property, including but not limited to authorizing the City Manager to negotiate and execute an Earnest Money Contract with the Trustees for Emogene Champion for the purchase of approximately 33 acres of land not to exceed \$2,250,000
26. Consider a Resolution regarding Application of LCRA Transmission Services Corporation to Amend its Certificate of Convenience and Necessity for the Proposed Leander to Round Rock 138 KV Transmission Line Project in Williamson County, Texas, Before the State Office of Administrative Hearings (SOAH Docket No. 473-16-4342; PUC Docket No. 45866)

27. Consider the acquisition of 0.392 acres of fee simple right-of-way from HEB for the Old 2243 Roadway Improvements project in the amount of \$179,193.00
28. Consider authorizing the City Manager to negotiate and execute the earnest money contract for purchase of the property in the amount of \$2,250,000.
29. Adjournment

CERTIFICATION

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



Debbie Haile, TRMC, City Secretary



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

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



Thursday ~ July 21, 2016 at 7:00 PM

**Mayor – Christopher Fielder
Place 1 – Andrea Navarrette
Place 2 – Michelle Stephenson
Place 3 – Shanan Shepherd**

**Place 4 – Ron Abruzzese (Mayor Pro Tem)
Place 5 – Jeff Seiler
Place 6 – Troy Hill
City Manager – Kent Cagle**

1. Open meeting, Invocation, Pledges of Allegiance

Mayor Fielder opened the meeting at 7:00 pm and welcomed those in attendance

Council Member Seiler delivered the invocation

2. Roll Call

All present

3. Staff Comments:

Tom Yantis, Asst. City Manager announced the “Friday Night Out” at the Crystal Falls Golf Club

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

Please turn in speaker request form before the meeting begins

Audrey Poche, 1807 Alamo Bound – spoke about the development of the cottages behind the Randall’s construction site

CONSENT AGENDA: ACTION

5. Approval of the minutes: July 7, 2016

6. License Agreement Case 16-LA-007: License Agreement between the City of Leander and K.L. Enterprises, Inc. a California corporation for 13.718 acres, more or less, generally located to the west of the intersection of Bagdad Road and Marsala Circle, Leander, Williamson County, Texas

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

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

PUBLIC HEARING: ACTION

8. Public Hearing on Zoning Case 16-Z-006: Consider a zoning change for 50.615 acres, more or less, generally located to the west of the intersection of Crystal Falls Parkway and Lakeline Blvd., more specifically to the west of the Fairways at Crystal Falls, Section 5 from SFS-2-B, Single Family Suburban to PUD, Planned Unit Development with a base zoning district of MF-2-A, Multi Family, Leander, Travis County, Texas

Applicant: Mike Siefert on behalf of Lookout Partners, LP

Tom Yantis, Asst. City Manager explained

Bill Hinckley with the Lookout Group explained the project

Mike Seifert with the Lookout Group gave a presentation

**Christine Turner, 2316 Legend Trail. – spoke against
Philip Turner, 2316 Legend Trail – spoke against
Michelle Hensel, 3003 Crystal Falls Parkway – spoke against
Irene Cosley 2316 Legend Trail – spoke against
Kenneth Ahrens, 3007 Crystal Falls Parkway – spoke against
Geri Wise, 3303 Crystal Falls Parkway- spoke against
Kurt Strauss, 3504 Pumpkin Ridge – spoke in favor of
David Siebold , 1801 Muledeer Run – spoke in favor of
Gary Allen - spoke against**

Action on Zoning Case 16-Z-006: a zoning change for 50.615 acres, more or less, generally located to the west of the intersection of Crystal Falls Parkway and Lakeline Blvd., more specifically to the west of the Fairways at Crystal Falls, Section 5 from SFS-2-B, Single Family Suburban to PUD, Planned Unit Development with a base zoning district of MF-2-A, Multi Family, Leander, Travis County, Texas

Motion made by Council Member Navarrette to approve with revisions as presented in the PUD, to add the restriction of earth tones to the color schemes, changes to the base zoning of MF-2-A to SF-2-A, and schedule the second reading of this Ordinance to October 21. Second by Council Member Shepherd. Motion passes, all voting “aye”

REGULAR AGENDA

**Mayor Fielder called for a break at 8:08 pm
Council convened from break at 8:14 pm**

9. Consider an Ordinance adopting amendments to the City’s animal control regulations and amending licensing and permit fees

Greg Minton, Chief of Police explained

Gordon Lester, 909 S. Hwy 183 – spoke in favor of

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

10. Second Reading of an Ordinance on Ordinance Case 16-OR-001: amending sections of the Composite Zoning Ordinance, to add definitions, update the use components, to modify setbacks for commercial fueling, to update requirements for screening, to update the parking requirements table, to modify residential setbacks, to clarify requirements for drainage and detention facilities, to modify outdoor lighting requirements, to update the architectural standards, to update the site development standards

Tom Yantis, Asst. City Manager explained

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

11. Consider Development Case 16-DA-002: approval of a development agreement between the City of Leander and K.L. Enterprises, Inc. a California corporation for 13.718 acres, more or less, generally located to the west of the intersection of Bagdad Road and Marsala Circle, Leander, Williamson County, Texas

Tom Yantis, Asst. City Manager explained

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

12. Consider approval of construction activities between 9:00 pm and 7:00 am for Cash Construction Company, Inc. for the Old 2243 Roadway Improvements Project on July 29 and 30 and August 5 and 6 of 2016
Wayne Watts, City Engineer explained

Motion made by Council Member Seiler to approve. Second by Mayor Pro Tem Abruzzese.
Motion passes, all voting “aye”
13. Consider Amendment One to Task Order KFA-30 in the amount of \$99,134.00 for the Kauffman Loop Elevated Storage Tank Project”
Wayne Watts, City Engineer explained

Motion made by Council Member Shepherd to approve. Second by Council Member Navarrette.
Motion passes, all voting “aye”
14. Consider award of Employee Health Benefit Contracts for the 2016-2017 Plan Year
Cindy Hignite, Director of Human Resources explained

Motion made by Mayor Pro Tem Abruzzese to approve. Second by Council Member Navarrette.
Motion passes, all voting “aye”
15. Consider increase in City contribution and cost spread for Employee Health Benefits
Cindy Hignite, Director of Human Resources explained

Motion made by Council Member Seiler to approve. Second by Council Member Shepherd.
Motion passes, all voting “aye”
16. Consider a Resolution authorizing an Amendment to the City of Leander Personnel Policy
Cindy Hignite, Director of Human Resources explained

Motion made by Council Member Navarrette to approve. Second by Council Member Seiler.
Motion passes, all voting “aye”
17. Water Use and Supply update
Pat Womack, Director of Public Works explained
18. Council Member Closing Statements
Council Members gave their closing statements
19. Adjournment
With there being no further business, the meeting adjourned at 8:59 pm

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC, City Secretary



Executive Summary

August 4, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Bluffs at Crystal Falls Section 3, Phase 3B**

Background: The subdivision infrastructure improvements required for Bluffs at Crystal Falls Section 3, Phase 3B have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on August 4, 2016 which will provide warranty and maintenance coverage for the infrastructure improvements through August 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

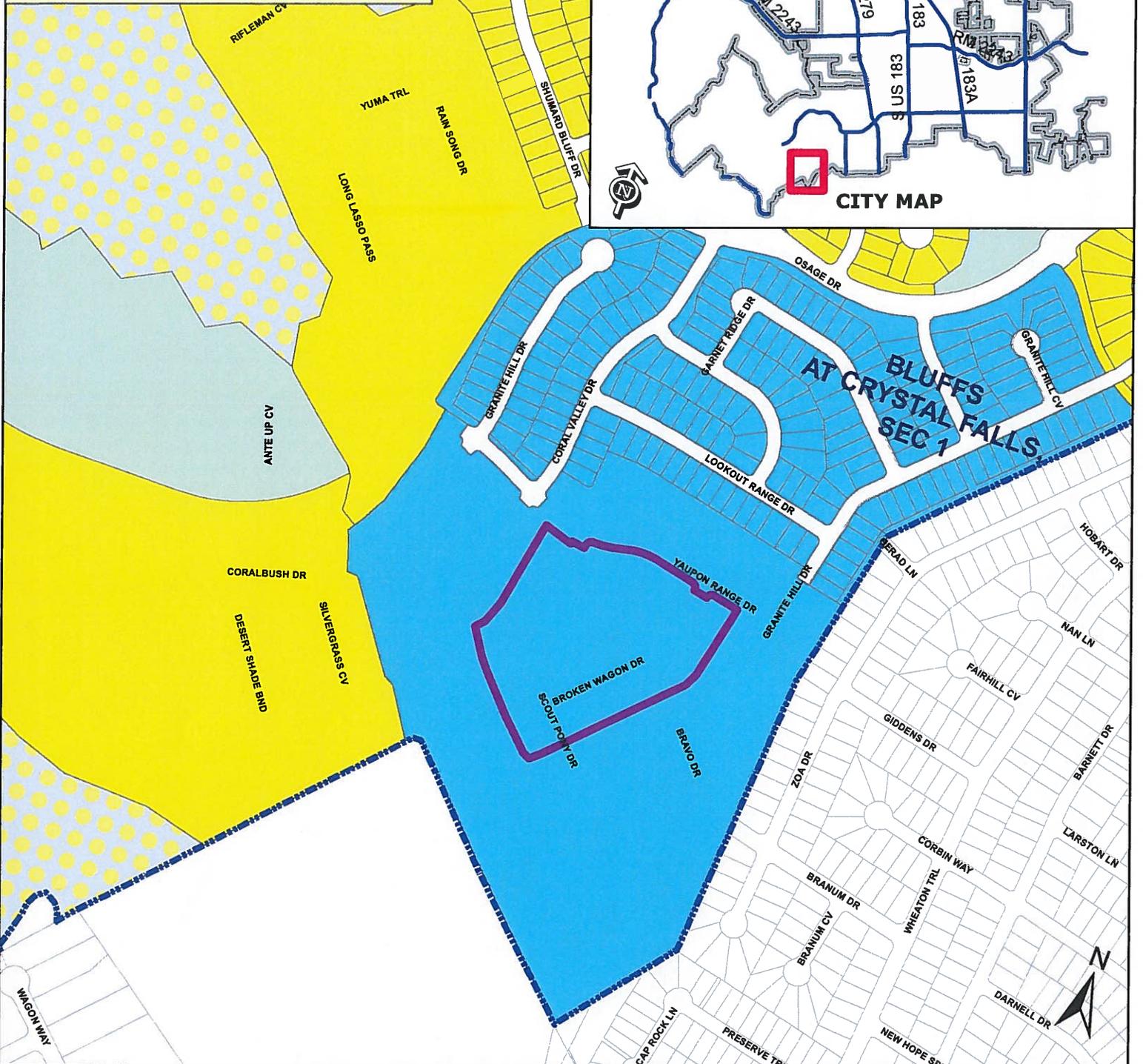
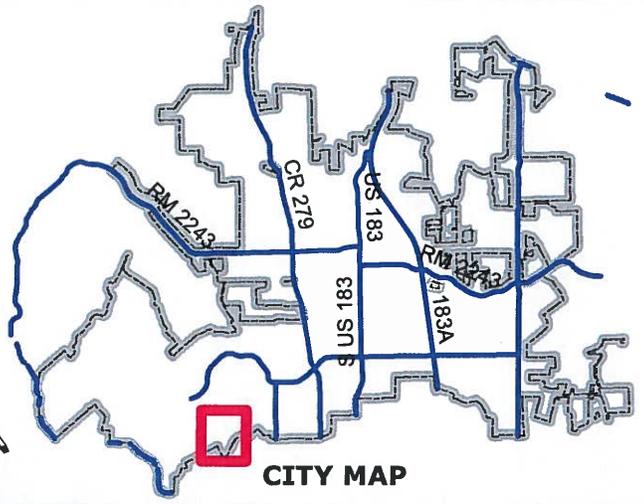
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Bluffs at Crystal Falls Section 3, Phase 3B.

Attachments: Location Map, Engineer's Concurrence Letter, Compliance with TAS 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 - Bluffs at Crystal Falls: 3/3B

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



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

May 25, 2016

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

Re: Bluffs at Crystal Falls Section 3, Phase 3B
Street, Drainage, and Water Improvements
Certificate of Completion

Dear Mr. Watts:

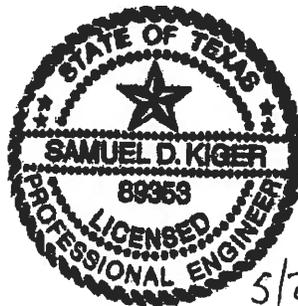
I, the licensed professional engineer of record, have made a final visual observation of the referenced project. I have also visited the site during construction, and observed the installation of street, drainage, and water improvements. Based on these observations and inspection/testing results, I hereby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

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

Sincerely,



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



5/25/16

April 13, 2016

Taylor Morrison
c/o Michael Moyer
Taylor Morrison of Texas, Inc.
11200 Lakeline Boulevard, Suite 150A
Austin, TX 78717

**Re: The Bluffs at Crystal Falls II Phase 3B –
Compliance with the Texas Accessibility Standards**

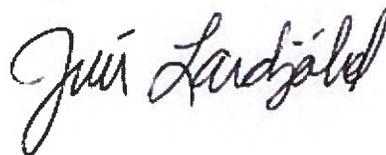
Dear Mr. Moyer,

This report presents the findings of the on-site inspection for The Bluffs at Crystal Falls II Phase 3B Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on April 12, 2016 which included the review of sidewalks, curb ramps and associated crosswalks within Phase 3B. Sidewalks in front of individual lots were not inspected for compliance.

No elements were found to be in violation of the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

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

Sincerely,



Jesús Lardizábal
President

MAINTENANCE BOND
Subdivision Improvements

Bond No. 713961P

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Ross Construction, Inc. as Principal, whose address is 8700 Manchaca Rd, #105, Austin, TX 78748 and Developers Surety and Indemnity Company, a Corporation organized under the laws of the State of Iowa, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Sixty Three Thousand One Hundred Fifty Seven & 73/100's Dollars (\$63,157.73) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed The Bluffs at Crystal Falls Section 3, Phase 3B: Street, Drainage and Utility Improvements Including Trench Backfill, (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 3rd day of June, 2016 .

Ross Construction, Inc.
Principal

By: 

Title: President

Address: _____

8700 Manchaca Rd, #305
Austin, TX 78748

Developers Surety and Indemnity Company
Surety

By: 

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

Address: _____

2591 Dallas Pkwy, Ste. 105
Frisco, TX 75034

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

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

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint
John W. Schuler, Walter E. Benson Jr., Steven W. Dobson, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 29, 2015.

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

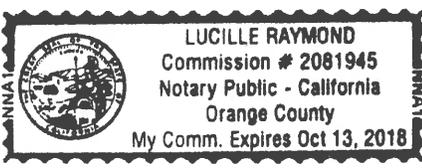


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 3rd day of June, 2016 .

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

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-782-1546

You may also write to the Surety at:

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

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety 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 IMPORTANCE

Para obtener informacion o para someter una queja:

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

1-800-782-1546

Usted tambien puede escribir al Surety:

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

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety 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.



**Developers Surety and Indemnity Company
Indemnity Company of California
CorePointe Insurance Company**

17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.AmTrustSurety.com

STATE OF TEXAS

COUNTY OF _____

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 3RD _____ day of JUNE _____, 2016.

[SEAL]

Gloria Renaker
Notary in and for the State of Texas



Name: _____
My commission expires: _____

Initialed: _____

JAY ENGINEERING COMPANY, INC.

P.O. Box 1220
Leander, TX 78646

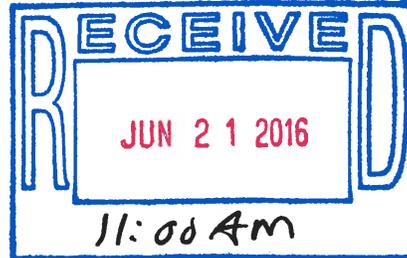
(512) 259-3882
Fax 259-8016

Texas Registered Engineering Firm F-4780

VIA HAND DELIVERY

June 21, 2016

Ellen Pizalate
Secretary of Planning and Zoning Commission
City of Leander
P.O. Box 319
Leander, Texas 78641



Re: Bluffs at Crystal Falls Section 3, Phase 3B
Acceptance of Improvements

Dear Ms. Pizalate:

This letter is provided for compliance with the City of Leander procedures for accepting improvements for the above-referenced subdivision. Please see the enclosed breakdown outlining the total cost of construction for city-accepted improvements at \$631,577.25. We have also enclosed the following items per Ordinance requirements.

1. Engineer's Certification
2. Three (3) copies of the Maintenance Bond in the amount of \$63,157.73 (10% of \$631,577.25) provided under separate cover *sent separately*
3. Three (3) hard copies of the "As-Built" plans.
4. Affidavit of "All Bills Paid" – provided under separate cover
5. Digital Copy of the "As-Built" plans.
6. Inspection Fee Adjustment Owed to Applicant - \$5,075.07 (see breakdown below and enclosed fee summary taken from final pay request). Pro

Total Cost of Improvements	\$1,069,007.70
Inspection Fees Owed at 3.5%	\$22,105.20
Inspection Fees Paid at Submittal	\$17,030.13
Inspection Fees Owed to Applicant	\$5,075.07

Sincerely,

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

Project: The Bluffs at Crystal Falls Sec. 3 Ph.3B
 Contractor: Ross Construction, Inc.
 Owner: Taylor Morrison at Crystal Falls, LLC

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
BLUFFS 3-3B											
Erosion Controls / Restoration / Signs (021570-10)											
1	SILT FENCE	1,865					1865.00	LF	\$ 1.75	\$3,263.75	\$3,263.75
2	SILT FENCE BEHIND CURB AFTER PAVING	2,860					2860.00	LF	\$ 1.75	\$5,005.00	\$5,005.00
3	TEMPORARY DIVERSION BERMS	50					50.00	LF	\$ 15.00	\$750.00	\$750.00
4	CONCRETE WASHOUT	1					1.00	LS	\$ 2,500.00	\$2,500.00	\$2,500.00
4	SCE	3					3.00	LS	\$ 900.00	\$2,700.00	\$2,700.00
6	SALVAGED TOPSOIL IN ROW	1					1.00	LS	\$ 4,290.00	\$4,290.00	\$4,290.00
7	INSTALL AND SUPPLY STREET/STOP SIGN	6					6.00	EA	\$ 1,087.00	\$6,522.00	\$6,522.00
8	STOP BARS	3					3.00	EA	\$ 400.00	\$1,200.00	\$1,200.00
9	PEDESTRIAN CROSSING	1					1.00	EA	\$ 840.00	\$840.00	\$840.00
10	INLET PROTECTION	7					7.00	EA	\$ 300.00	\$2,100.00	\$2,100.00
Subtotal Erosion Controls										\$29,170.75	\$29,170.75
Cleaning & Rough Cut (021530-10)											
1	CLEAR AND GRUB ROW AND EASEMENTS	2.7					2.70	AC	\$ 3,500.00	\$ 9,450.00	\$9,450.00
2	EXCAVATION ROW	4,965					4965.00	CY	\$ 7.00	\$ 34,755.00	\$34,755.00
3	HAUL SPOILS TO ONSITE SPOILS AREA	4,810					4810.00	CY	\$ 15.00	\$ 89,150.00	\$89,150.00
4	EMBANKMENT ROW	355					355.00	CY	\$ 3.50	\$ 1,242.50	\$1,242.50
Subtotal Cleaning & Rough Cut										\$114,597.50	\$114,597.50
Water Improvements (320100-10)											
1	8" PVC C900 DR 14 WATER LINE	1,480					1480.00	LF	\$ 32.00	\$47,360.00	\$47,360.00
2	8" GATE VALVE AND BOX	2					2.00	EA	\$ 1,450.00	\$2,900.00	\$2,900.00
3	FITTINGS	8					8.00	EA	\$ 500.00	\$4,000.00	\$4,000.00
4	WET CONNECTION	3					3.00	EA	\$ 500.00	\$1,500.00	\$1,500.00
5	5-1/4" HYDRANT ASSEMBLY	3					3.00	EA	\$ 3,400.00	\$10,200.00	\$10,200.00
6	DOUBLE WATER SERVICE	21					21.00	EA	\$ 1,700.00	\$35,700.00	\$35,700.00
7	SINGLE WATER SERVICE	6					6.00	EA	\$ 1,600.00	\$9,600.00	\$9,600.00
Subtotal Water Improvements										\$111,260.00	\$111,260.00
Wastewater Impr. (320120-10)											
1	8" PVC WW - SDR 26	1,310					1310.00	LF	\$ 38.00	\$49,780.00	\$49,780.00
2	WW MANHOLES	7					7.00	EA	\$ 4,450.00	\$31,150.00	\$31,150.00
3	EXTRA VERTICAL FEET	8					8.00	EA	\$ 450.00	\$3,600.00	\$3,600.00
4	MANHOLE COATING	7					7.00	EA	\$ 960.00	\$6,720.00	\$6,720.00
5	DOUBLE WW SERVICE	21					21.00	EA	\$ 1,975.00	\$41,475.00	\$41,475.00
6	SINGLE WW SERVICE	6					6.00	EA	\$ 1,800.00	\$10,800.00	\$10,800.00
Subtotal Wastewater Impr.										\$143,525.00	\$143,525.00
Drainage Impr. (320140-10)											
1	10" CURB INLETS	6					6.00	EA	\$ 3,200.00	\$19,200.00	\$19,200.00
2	GRATE INLET	1					1.00	EA	\$ 3,500.00	\$3,500.00	\$3,500.00
3	4' SS MANHOLE	2					2.00	EA	\$ 3,500.00	\$7,000.00	\$7,000.00
4	18" RCP	660					660.00	LF	\$ 47.00	\$31,020.00	\$31,020.00
5	24" RCP	271					271.00	LF	\$ 65.00	\$17,615.00	\$17,615.00
6	30" RCP	140					140.00	LF	\$ 75.00	\$10,500.00	\$10,500.00
7	CONNECT TO EXISTING SYSTEM	1					1.00	EA	\$ 800.00	\$800.00	\$800.00
Subtotal Drainage Impr.										\$89,635.00	\$89,635.00
Street Improvements (310100-10)											
1	SUBGRADE PREPARATION	5,390					5390.00	SY	\$ 1.95	\$10,510.50	\$10,510.50
2	8" FLEX. BASE	5,390					5390.00	SY	\$ 8.00	\$43,120.00	\$43,120.00
3	1-1/2" HMA	4,573					4573.00	SY	\$ 9.50	\$43,443.50	\$43,443.50
4	CURB AND GUTTER	2,940					2940.00	LF	\$ 11.00	\$32,340.00	\$32,340.00
5	SLEEVING	120					120.00	LF	\$ 10.00	\$1,200.00	\$1,200.00
6	ADA RAMPS	4					4.00	EA	\$ 850.00	\$3,400.00	\$3,400.00
7	LIGHT FOUNDATION	3					3.00	EA	\$ 1,000.00	\$3,000.00	\$3,000.00
8	CUSTOM LIGHT POLE AND WIRING	3					3.00	EA	\$ 2,125.00	\$6,375.00	\$6,375.00
Subtotal Street Improvements										\$143,389.00	\$143,389.00

Project: The Bluffs at Crystal Falls Sec. 3 Ph.3B
 Contractor: Ross Construction, Inc.
 Owner: Taylor Morrison at Crystal Falls, LLC

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Change Order #3 Quantity	Change Order #4 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
Lot Improvements											
1	LOT EXCAVATION LOT EMBANKMENT FOR TANK	0					0.00	CY	\$ 12.00		
2	AREA	0					0.00	CY	\$ 3.50		
3	LOT CLEARING	0					0.00	EA	\$ 595.00		
3	LOT WORK PLACE HOLDER	1					1.00	EA	\$ 1.00		
Subtotal Lot Improvements											
INTERIOR Bluffs 3-3B											
Elec. Improvements (162510-10)											
1	Trench and Backfill for Electric and Telecommunications	0.0	2,899.0				2899.00	LF	\$7.10		
2	3" Electric Conduit per PEC Specs, incl fittings and pull string	0.0	4,530.0				4530.00	LF	\$2.80		
3	3" Electric Sweeps incl concrete thrust blocks	0.0	88.0				88.00	EA	\$25.00		
4	Transformer Pads	0.0	6.0				6.00	EA	\$1,045.00		
6	Handhole Small	0.0	24.0				24.00	EA	\$550.00		
6	Less \$1 in as contract place holder	1.0	(1.0)				0.00	EA	\$1.00		
Subtotal Electric Improvements											
ERIOR Gas Improvements 3-3B (125230-10)											
1	Joint Trench Bedding and Backfill and Tracer Wire	0.0	1,618.0				1618.00	LF	\$4.18		
2	2" Gas Main per Atmos Energy Specs	0.0	1,553.0				1553.00	LF	\$3.97		
3	3/4" Gas Service Line	0.0	850.0				850.00	LF	\$4.18		
4	Gas Service Risers	0.0	25.0				25.00	EA	\$203.78		
5	Casing Pipe	0.0	600.0				600.00	LF	\$9.50		
6	Hot Tap	0.0	3.0				3.00	EA	\$795.00		
6	Less \$1 as contract place holder	1.0	(1.0)				0.00	EA	\$1.00		
Subtotal Gas Improvements											

Contract Total =	\$631,577.25
10% Maintenance Bond Amount =	\$63,157.73
3.5% Inspection Fee Amount =	\$22,105.20
Inspection Fees Paid at Submittal =	\$17,030.13
Inspection Fees Owed =	\$5,075.07



5-17-16
[Handwritten Signature]



Executive Summary

August 4, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Bluffs at Crystal Falls Section 3, Phase 3H**

Background: The subdivision infrastructure improvements required for Bluffs at Crystal Falls Section 3, Phase 3H have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on August 4, 2016 which will provide warranty and maintenance coverage for the infrastructure improvements through August 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

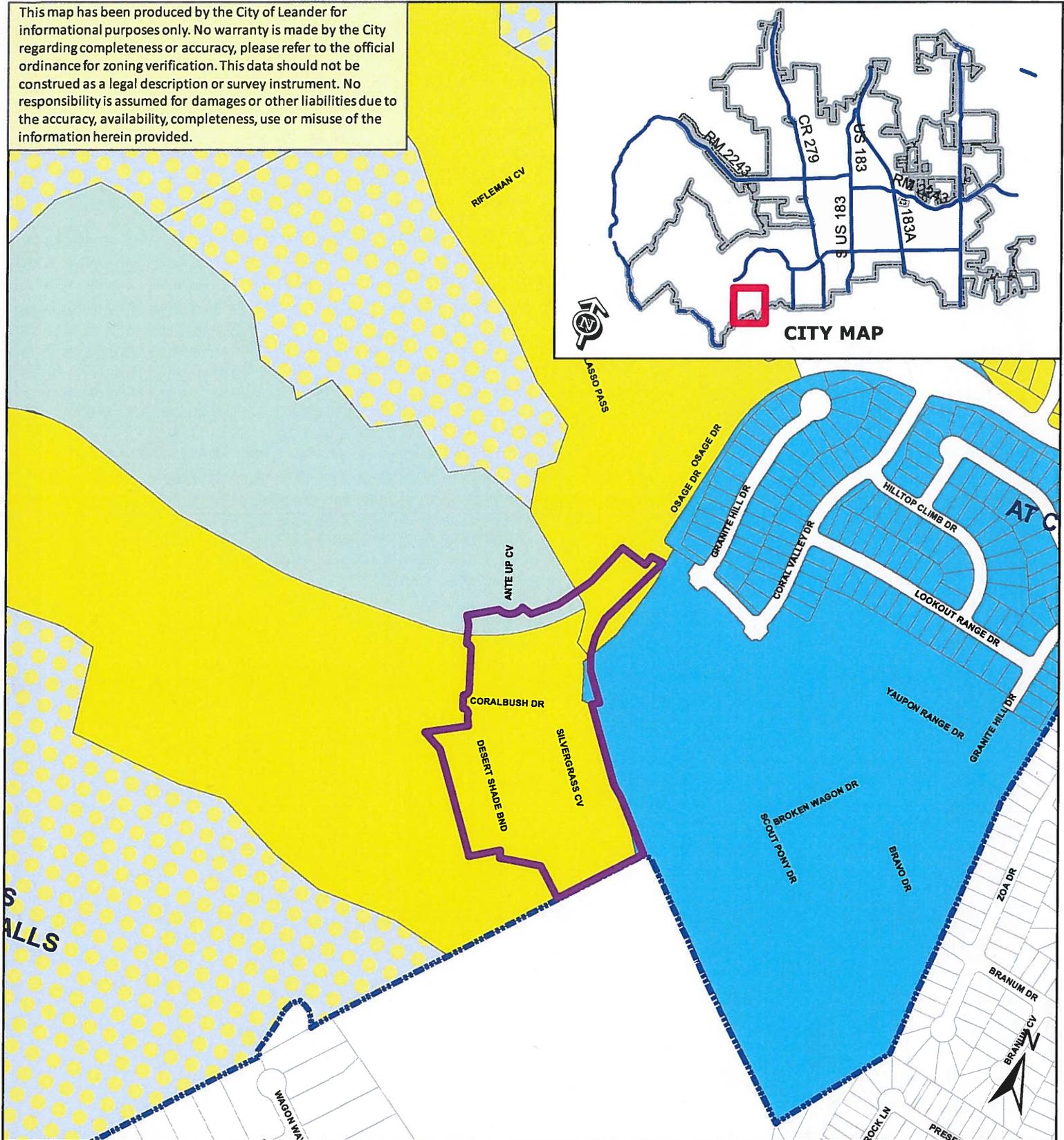
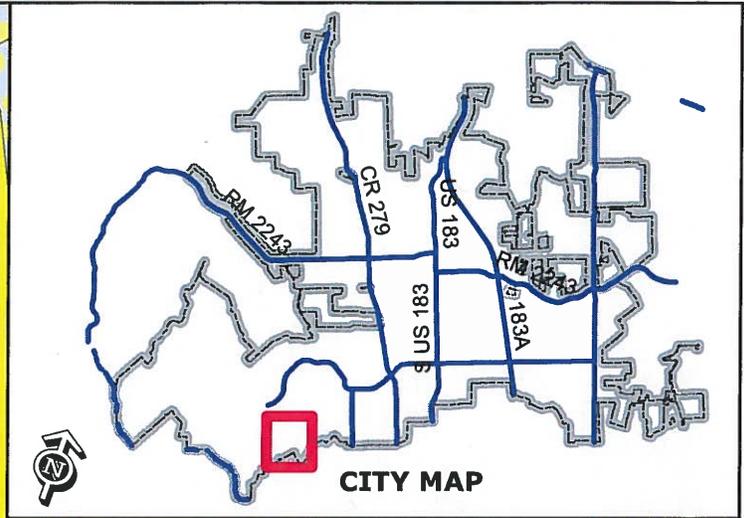
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Bluffs at Crystal Falls Section 3, Phase 3H.

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

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

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



SUBDIVISION ACCEPTANCE

Location Map - Bluffs at Crystal Falls: 3/3H

-  Subject Property
-  City Limits
-  PUD Commercial
-  PUD Mixed Use
-  PUD Multi-Family
-  PUD Single-Family
-  PUD Townhome

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



JAY ENGINEERING COMPANY, INC.

P.O. Box 1220 (512) 259-3882
Leander, TX 78646 Fax 259-8016

Texas Registered Engineering Firm F-4780

April 1, 2016

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

Re: Bluffs at Crystal Falls Section 3, Phase 3H
Street, Drainage, and Water Improvements
Certificate of Completion

Dear Mr. Watts:

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

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

Sincerely,



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



June 24, 2016

Taylor Morrison
c/o Michael Moyer
Taylor Morrison of Texas, Inc.
11200 Lakeline Boulevard, Suite 150A
Austin, TX 78717

**Re: The Bluffs at Crystal Falls II Phase 3H –
Compliance with the Texas Accessibility Standards**

Dear Mr. Moyer,

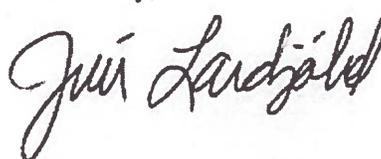
This report presents the findings of the on-site inspection for The Bluffs at Crystal Fall II Phase 3H Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on June 24, 2016 which included the review of sidewalks, curb ramps and associated crosswalks within Phase 3H. Sidewalks in front of individual lots were not inspected for compliance.

No elements were found to be in violation of the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

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

All previous violations issued on the report issued on June 1, 2016 were found to have been corrected.

Sincerely,



Jesús Lardizábal
President

MAINTENANCE BOND
Subdivision Improvements

Bond No. 713826P

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Ross Construction, Inc. as Principal, whose address is 8700 Manchaca Rd, #105, Austin, TX 78748, and Developers Surety and Indemnity Company, a Corporation organized under the laws of the State of Iowa, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Six Thousand Nine Hundred & 77/100's Dollars (\$106,900.77) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed The Bluffs at Crystal Falls Section 3, Phase 3H: Street, Drainage and Utility Improvements, Including Trench Backfill (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 8th day of April, 2016 .

Ross Construction, Inc.
Principal

By: 

Title: President

Address: _____

8700 Manchaca Rd, #105
Austin, TX 78748

Developers Surety and Indemnity Company
Surety

By: 

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

Address: _____

2591 Dallas Pkwy, Ste. 105
Frisco, TX 75034

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

Time Insurance Agency, Inc.

1405 E. Riverside Drive, Austin, TX 78741

(Seal)

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

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint
John W. Schuler, Walter E. Benson Jr., Steven W. Dobson, jointly or severally

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

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

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

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 29, 2015.

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

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



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

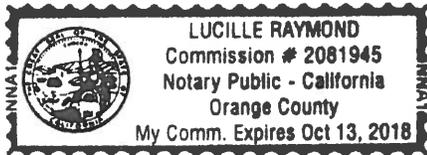
On January 29, 2015 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

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

This Certificate is executed in the City of Irvine, California, this 8th day of April, 2016 .

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

IMPORTANT NOTICE

To obtain information or make a complaint:

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

1-800-782-1546

You may also write to the Surety at:

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

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

1-800-252-3439

You may write the Texas Department of Insurance at:

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

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

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

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety 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 IMPORTANCE

Para obtener informacion o para someter una queja:

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

1-800-782-1546

Usted tambien puede escribir al Surety:

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

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

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

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

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

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



**Developers Surety and Indemnity Company
Indemnity Company of California
CorePointe Insurance Company**

17771 Cowan, Suite 100
Irvine, CA 92614
1-800-782-1546
www.AmTrustSurety.com

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

STATE OF TEXAS
COUNTY OF

Date: APRIL 7, 2016

Developer:

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

Project : THE BLUFFS AT CRYSTAL FALLS SEC 3, PH 3H

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

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

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

Initialed: NR.

JAY ENGINEERING COMPANY, INC.

P.O. Box 1220 (512) 259-3882
Leander, TX 78646 Fax 259-8016

Texas Registered Engineering Firm F-4780

VIA HAND DELIVERY

March 30, 2016

Ellen Pizalate
Secretary of Planning and Zoning Commission
City of Leander
P.O. Box 319
Leander, Texas 78641

Re: Bluffs at Crystal Falls Section 3, Phase 3H
Acceptance of Improvements

Dear Ms. Pizalate:

This letter is provided for compliance with the City of Leander procedures for accepting improvements for the above-referenced subdivision. Please see the enclosed breakdown outlining the total cost of construction for city-accepted improvements at \$1,069,007.70. We have also enclosed the following items per Ordinance requirements.

1. Engineer's Certification
2. Three (3) copies of the Maintenance Bond in the amount of \$106,900.77 (10% of \$1,069,007.70)
3. Three (3) hard copies of the "As-Built" plans.
4. Affidavit of "All Bills Paid"
5. Digital Copy of the "As-Built" plans.
6. Inspection Fee Adjustment Owed to Applicant - \$5,012.08 (see breakdown below and enclosed fee summary taken from final pay request).

Total Cost of Improvements	\$1,069,007.70
Inspection Fees Owed at 3.5%	\$37,415.27
Inspection Fees Paid at Submittal	\$42,427.35
Inspection Fees Owed to Applicant	\$5,012.08

Sincerely,


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



Project: The Bluffs at Crystal Falls Sec. 3 Ph.3H
 Contractor: Ross Construction, Inc.
 Owner: Taylor Morrison at Crystal Falls, LLC

Pay Request No.: SEVEN
 Pay Request Thru: 2/29/2016

Original Contract
 Total Change
 Current Contract

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
BLUFFS 3- 3H									
Erosion Controls / Restoration / Signs (021570-10)									
1	SILT FENCE	2,246			2246.00	LF	\$ 1.75	\$3,930.50	\$3,930.50
2	SILT FENCE BEHIND CURB AFTER PAVING	3,370			3370.00	LF	\$ 1.75	\$5,897.50	\$5,897.50
3	TEMPORARY DIVERSION BERMS	60			60.00	LF	\$ 15.00	\$900.00	\$900.00
4	CONCRETE WASHOUT	1			1.00	LS	\$ 2,500.00	\$2,500.00	\$2,500.00
6	SALVAGED TOPSOIL IN ROW INSTALL AND SUPPLY	5,617			5617.00	SY	\$ 0.90	\$5,055.30	\$5,055.30
7	STREET/STOP SIGN	3			3.00	EA	\$ 1,087.00	\$3,261.00	\$3,261.00
8	STOP BARS SUPPLY AND INSTALL STREET	2			2.00	EA	\$ 400.00	\$800.00	\$800.00
11	BARRICADE	2			2.00	EA	\$ 1,500.00	\$3,000.00	\$3,000.00
12	INLET PROTECTION	11			11.00	EA	\$ 300.00	\$3,300.00	\$3,300.00
Subtotal Erosion Controls								\$28,644.30	\$28,644.30
Clearing & Rough Cut (021530-10)									
1	CLEAR AND GRUB ROW AND EASEMENTS	2.1			2.10	AC	\$ 3,500.00	\$ 7,350.00	\$7,350.00
2	EXCAVATION ROW HAUL SPOILS TO ONSITE	3,896			3896.00	CY	\$ 7.00	\$ 27,272.00	\$27,272.00
3	SPOILS AREA	3,291			3291.00	CY	\$ 2.50	\$ 8,227.50	\$8,227.50
4	EMBANKMENT ROW	605			605.00	CY	\$ 3.50	\$ 2,117.50	\$2,117.50
Subtotal Clearing & Rough Cut								\$44,967.00	\$44,967.00
Water Improvements (320100-10)									
1	8" PVC C900 DR 14 WATER LINE	1,549			1549.00	LF	\$ 28.00	\$43,372.00	\$43,372.00
2	8" GATE VALVE AND BOX	4			4.00	EA	\$ 1,450.00	\$5,800.00	\$5,800.00
5	FITTINGS	13			13.00	EA	\$ 500.00	\$6,500.00	\$6,500.00
7	5-1/4" HYDRANT ASSEMBLY	6			6.00	EA	\$ 3,400.00	\$20,400.00	\$20,400.00
8	DOUBLE WATER SERVICE	21			21.00	EA	\$ 1,700.00	\$35,700.00	\$35,700.00
9	SINGLE WATER SERVICE	3			3.00	EA	\$ 1,600.00	\$4,800.00	\$4,800.00
Subtotal Water Improvements								\$116,572.00	\$116,572.00
Wastewater Impr. (320120-10)									
2	8" PVC WW - SDR 26	1,500			1500.00	LF	\$ 38.00	\$57,000.00	\$57,000.00
3	WW MANHOLES	6			6.00	EA	\$ 4,450.00	\$26,700.00	\$26,700.00
4	EXTRA VERTICAL FEET	13			13.00	EA	\$ 450.00	\$5,850.00	\$5,850.00
5	MANHOLE COATING	6			6.00	EA	\$ 960.00	\$5,760.00	\$5,760.00
6	DOUBLE WW SERVICE	19			19.00	EA	\$ 1,975.00	\$37,525.00	\$37,525.00
7	SINGLE WW SERVICE	5			5.00	EA	\$ 1,800.00	\$9,000.00	\$9,000.00
Subtotal Wastewater Impr.								\$141,835.00	\$141,835.00
Drainage Impr. (320140-10)									
1	10' CURB INLETS	10			10.00	EA	\$ 3,200.00	\$32,000.00	\$32,000.00
3	4' SS MANHOLE	2			2.00	EA	\$ 3,500.00	\$7,000.00	\$7,000.00
4	5' SS MANHOLE	1			1.00	EA	\$ 4,500.00	\$4,500.00	\$4,500.00
5	18" RCP	179			179.00	LF	\$ 47.00	\$8,413.00	\$8,413.00
6	24" RCP	599			599.00	LF	\$ 65.00	\$38,935.00	\$38,935.00
7	30" RCP	603			603.00	LF	\$ 75.00	\$45,225.00	\$45,225.00
8	36" RCP	214			214.00	LF	\$ 107.00	\$22,898.00	\$22,898.00
12	LEVEL SPREADER	1			1.00	EA	\$ 800.00	\$800.00	\$800.00
Subtotal Drainage Impr.								\$159,771.00	\$159,771.00
Street Improvements (310100-10)									
1	SUBGRADE PREPARATION	7,036			7036.00	SY	\$ 1.95	\$13,720.20	\$13,720.20
2	8" FLEX. BASE	7,036			7036.00	SY	\$ 7.20	\$50,659.20	\$50,659.20
4	1-1/2" HMAC	5,917			5917.00	SY	\$ 8.95	\$52,957.15	\$52,957.15

Project: The Bluffs at Crystal Falls Sec. 3 Ph.3H
 Contractor: Ross Construction, Inc.
 Owner: Taylor Morrison at Crystal Falls, LLC

Pay Request No.: SEVEN
 Pay Request Thru: 2/29/2016

Original Contract
 Total Change
 Current Contract

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
6	CURB AND GUTTER	3,370			3370.00	LF	\$ 11.00	\$37,070.00	\$37,070.00
7	4' SIDEWALK	492			492.00	LF	\$ 16.00	\$7,872.00	\$7,872.00
9	ADA RAMPS	10			10.00	EA	\$ 850.00	\$8,500.00	\$8,500.00
10	LIGHT FOUNDATION	4			4.00	EA	\$ 1,000.00	\$4,000.00	\$4,000.00
11	CUSTOM LIGHT POLE AND WIRING	4			4.00	EA	\$ 2,125.00	\$8,500.00	\$8,500.00
Subtotal Street Improvements								\$183,278.55	\$183,278.55
Lot Improvements									
1	LOT EXCAVATION FOR TANK BREECH	0		888.0	888.00	CY	\$ 6.00	\$0.00	
2	LOT EMBANKMENT FOR TANK AREA	0		520.0	520.00	CY	\$ 3.50	\$0.00	
3	LOT CLEARING	0			0.00	EA	\$ 595.00	\$0.00	
Subtotal Lot Improvements								\$0.00	\$0.00
OSAGE									
Erosion Controls / Restoration / Signs (021570-10)									
1	SILT FENCE	874			874.00	LF	\$ 1.75	\$1,529.50	\$1,529.50
2	SILT FENCE BEHIND CURB AFTER PAVING	1,460			1460.00	LF	\$ 1.75	\$2,555.00	\$2,555.00
3	TEMPORARY DIVERSION BERMS STABILIZED CONSTRUCTION ENT.	30			30.00	LF	\$ 15.00	\$450.00	\$450.00
4	SALVAGED TOPSOIL IN ROW INSTALL AND SUPPLY	1			1.00	EA	\$ 900.00	\$900.00	\$900.00
5	STREET/STOP SIGN	2,433			2433.00	SY	\$ 0.90	\$2,189.70	\$2,189.70
6	PEDESTRIAN CROSSING	1			1.00	EA	\$ 1,087.00	\$1,087.00	\$1,087.00
7	BIKE LANE STRIPING	1			1.00	EA	\$ 840.00	\$840.00	\$840.00
8	SUPPLY AND INSTALL STREET BARRICADE	737			737.00	LF	\$ 6.75	\$4,974.75	\$4,974.75
9	INLET PROTECTION	1			1.00	EA	\$ 1,500.00	\$1,500.00	\$1,500.00
10		3			3.00	EA	\$ 300.00	\$900.00	\$900.00
Subtotal Erosion Controls								\$16,925.95	\$16,925.95
Clearing & Rough Cut (021530-10)									
1	CLEAR AND GRUB ROW AND EASEMENTS	1.2			1.20	AC	\$ 3,500.00	\$ 4,200.00	\$4,200.00
2	EXCAVATION ROW	1,162			1162.00	CY	\$ 7.00	\$ 8,134.00	\$8,134.00
3	HAUL SPOILS TO ONSITE SPOILS AREA	1,162			1162.00	CY	\$ 2.50	\$ 2,905.00	\$2,905.00
Subtotal Clearing & Rough Cut								\$15,239.00	\$15,239.00
Water Improvements (320100-10)									
1	8" PVC C900 DR 14 WATER LINE	317			317.00	LF	\$ 28.00	\$8,876.00	\$8,876.00
2	8" GATE VALVE AND BOX	2			2.00	EA	\$ 1,450.00	\$2,900.00	\$2,900.00
3	12" PVC C900 DR 14 WATER LINE	760			760.00	LF	\$ 48.00	\$36,480.00	\$36,480.00
4	12" GATE VALVE AND BOX	1			1.00	EA	\$ 2,000.00	\$2,000.00	\$2,000.00
5	FITTINGS	1			1.00	EA	\$ 500.00	\$500.00	\$500.00
6	WET CONNECTION	1			1.00	EA	\$ 500.00	\$500.00	\$500.00
7	5-1/4" HYDRANT ASSEMBLY	1			1.00	EA	\$ 3,400.00	\$3,400.00	\$3,400.00
Subtotal Water Improvements								\$54,656.00	\$54,656.00
Wastewater Impr. (320120-10)									
1	4" PVC WW - FORCE MAIN	797			797.00	LF	\$ 14.00	\$11,158.00	\$11,158.00
2	8" PVC WW - SDR 26	417			417.00	LF	\$ 38.00	\$15,846.00	\$15,846.00
3	WW MANHOLES	1			1.00	EA	\$ 4,450.00	\$4,450.00	\$4,450.00

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
4	EXTRA VERTICAL FEET	2			2.00	EA	\$ 450.00	\$900.00	\$900.00
5	MANHOLE COATING	1			1.00	EA	\$ 960.00	\$960.00	\$960.00
Subtotal Wastewater Impr.								\$33,314.00	\$33,314.00
Drainage Impr. (320140-10)									
1	10' CURB INLETS	3			3.00	EA	\$ 3,200.00	\$9,600.00	\$9,600.00
2	GRATE INLETS	1			1.00	EA	\$ 3,500.00	\$3,500.00	\$3,500.00
3	5' SS MANHOLE	1			1.00	EA	\$ 4,500.00	\$4,500.00	\$4,500.00
4	18" RCP	77			77.00	LF	\$ 47.00	\$3,619.00	\$3,619.00
5	24" RCP	367			367.00	LF	\$ 65.00	\$23,855.00	\$23,855.00
6	36" RCP	52			52.00	LF	\$ 107.00	\$5,564.00	\$5,564.00
7	42" RCP	120			120.00	LF	\$ 160.00	\$19,200.00	\$19,200.00
8	60" RCP	323			323.00	LF	\$ 273.00	\$88,179.00	\$88,179.00
9	60" PLUG	1			1.00	EA	\$ 2,000.00	\$2,000.00	\$2,000.00
10	LEVEL SPREADER	1			1.00	EA	\$ 800.00	\$800.00	\$800.00
Subtotal Drainage Impr.								\$160,817.00	\$160,817.00
Street Improvements (310100-10)									
1	SUBGRADE PREPARATION	3,514			3514.00	SY	\$ 1.95	\$6,852.30	\$6,852.30
2	10" FLEX. BASE	3,514			3514.00	SY	\$ 7.20	\$25,300.80	\$25,300.80
3	2" HMAC	3,024			3024.00	SY	\$ 8.95	\$27,064.80	\$27,064.80
4	CURB AND GUTTER	1,460			1460.00	LF	\$ 11.00	\$16,060.00	\$16,060.00
5	5' SIDEWALK	1,428			1428.00	LF	\$ 20.00	\$28,560.00	\$28,560.00
6	ADA RAMPS	2			2.00	EA	\$ 850.00	\$1,700.00	\$1,700.00
7	LIGHT FOUNDATION CUSTOM LIGHT POLE AND	2			2.00	EA	\$ 1,000.00	\$2,000.00	\$2,000.00
8	WIRING	2			2.00	EA	\$ 2,125.00	\$4,250.00	\$4,250.00
9	SLEEVING	120			120.00	LF	\$ 10.00	\$1,200.00	\$1,200.00
Subtotal Street Improvements								\$112,987.90	\$112,987.90
OSAGE Bluffs 3-3H									
Elec. Improvements (162510-10)									
1	Trench and Backfill for Electric and Telecommunications	0.0	1,222.0		1222.00	LF	\$7.10	\$0.00	\$0.00
2	3" Electric Conduit per PEC Specs, incl fittings and pull string	0.0	2,949.0		2949.00	LF	\$2.80	\$0.00	\$0.00
3	4" Electric Conduit per PEC Specs, incl fittings and pull string	0.0	3,666.0		3666.00	LF	\$3.50	\$0.00	\$0.00
4	3" Electric Sweeps Incl concrete thrust blocks	0.0	21.0		21.00	EA	\$25.00	\$0.00	\$0.00
5	4" Electric Sweeps Incl concrete thrust blocks	0.0	18.0		18.00	EA	\$33.00	\$0.00	\$0.00
6	Switchgear Vault	0.0	1.0		1.00	EA	\$10,750.00	\$0.00	\$0.00
Subtotal Electric Improvements								\$0.00	\$0.00
OSAGE Gas Improvements 3H (125230-10)									
1	Joint Trench Bedding and Backfill and Tracer Wire	0.0	792.0		792.00	LF	\$4.18	\$0.00	\$0.00
2	8" Gas Main per Atmos Energy Specs	0.0	792.0		792.00	LF	\$22.75	\$0.00	\$0.00
3	Connect to Gas Mainline	0.0	1.0		1.00	LF	\$2,299.00	\$0.00	\$0.00
4	Casing Pipe	0.0	80.0		80.00	EA	\$9.50	\$0.00	\$0.00
Subtotal Gas Improvements								\$0.00	\$0.00
INTERIOR Bluffs 3-3H									
Elec. Improvements (162510-10)									
1	Trench and Backfill for Electric and Telecommunications	0.0	3,097.0		3097.00	LF	\$7.10	\$0.00	\$0.00
2	3" Electric Conduit per PEC Specs, incl fittings and pull string	0.0	4,373.0		4373.00	LF	\$2.80	\$0.00	\$0.00
3	3" Electric Sweeps Incl concrete thrust blocks	0.0	76.0		76.00	EA	\$25.00	\$0.00	\$0.00

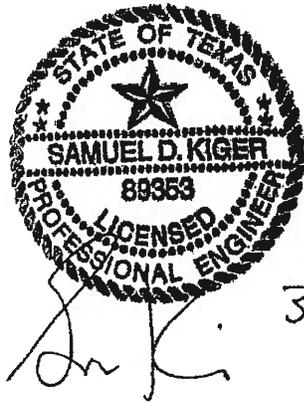
Project: The Bluffs at Crystal Falls Sec. 3 Ph.3H
 Contractor: Ross Construction, Inc.
 Owner: Taylor Morrison at Crystal Falls, LLC

Pay Request No.: SEVEN
 Pay Request Thru: 2/29/2016

Original Contract
 Total Change
 Current Contract

	Payment Item	Original Contract Quantity	Change Order #1 Quantity	Change Order #2 Quantity	Revised Total Quantity	Unit	Unit Price	Original Contract Price	Revised Contract Price
4	Transformer Pads	0.0	8.0		8.00	EA	\$1,045.00	\$0.00	
5	Sectionalizing Enclosure	0.0	0.0		0.00	EA	\$1,255.00	\$0.00	
6	Handhole Small	0.0	22.0		22.00	EA	\$550.00	\$0.00	
7	Pedestal	0.0	2.0		2.00	EA	\$650.00	\$0.00	
	Subtotal Electric Improvements							\$0.00	\$0.00
TERIOR Gas Improvements 3H (125230-10)									
1	Joint Trench Bedding and Backfill and Tracer Wire	0.0	2,188.0		2188.00	LF	\$4.18	\$0.00	
2	4" Gas Main per Atmos Energy Specs	0.0	859.0		859.00	LF	\$7.36	\$0.00	
3	2" Gas Main per Atmos Energy Specs	0.0	1,147.0		1147.00	LF	\$3.97	\$0.00	
4	3/4" Gas Service Line	0.0	592.0		592.00	LF	\$4.18	\$0.00	
5	Gas Service Risers	0.0	23.0		23.00	EA	\$203.78	\$0.00	
6	Casing Pipe	0.0	200.0		200.00	LF	\$9.50	\$0.00	
	Subtotal Gas Improvements							\$0.00	\$0.00
	TOTAL							\$1,069,007.70	\$1,069,007.70

MAINTENANCE BOND @ 10% = \$106,900.77
 INSPECTION FEES @ 3.5% = \$37,415.27
 INSPECTION FEES PAID AT SUBMITTAL = \$42,427.35
 INSPECTION FEES OWED TO APPLICANT = \$5,012.08



3/30/16



Executive Summary

August 4, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Borho Phase 7

Background: The subdivision infrastructure improvements required for Borho Phase 7 have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on **August 4, 2016**, which will provide warranty and maintenance coverage for the infrastructure improvements through **August 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

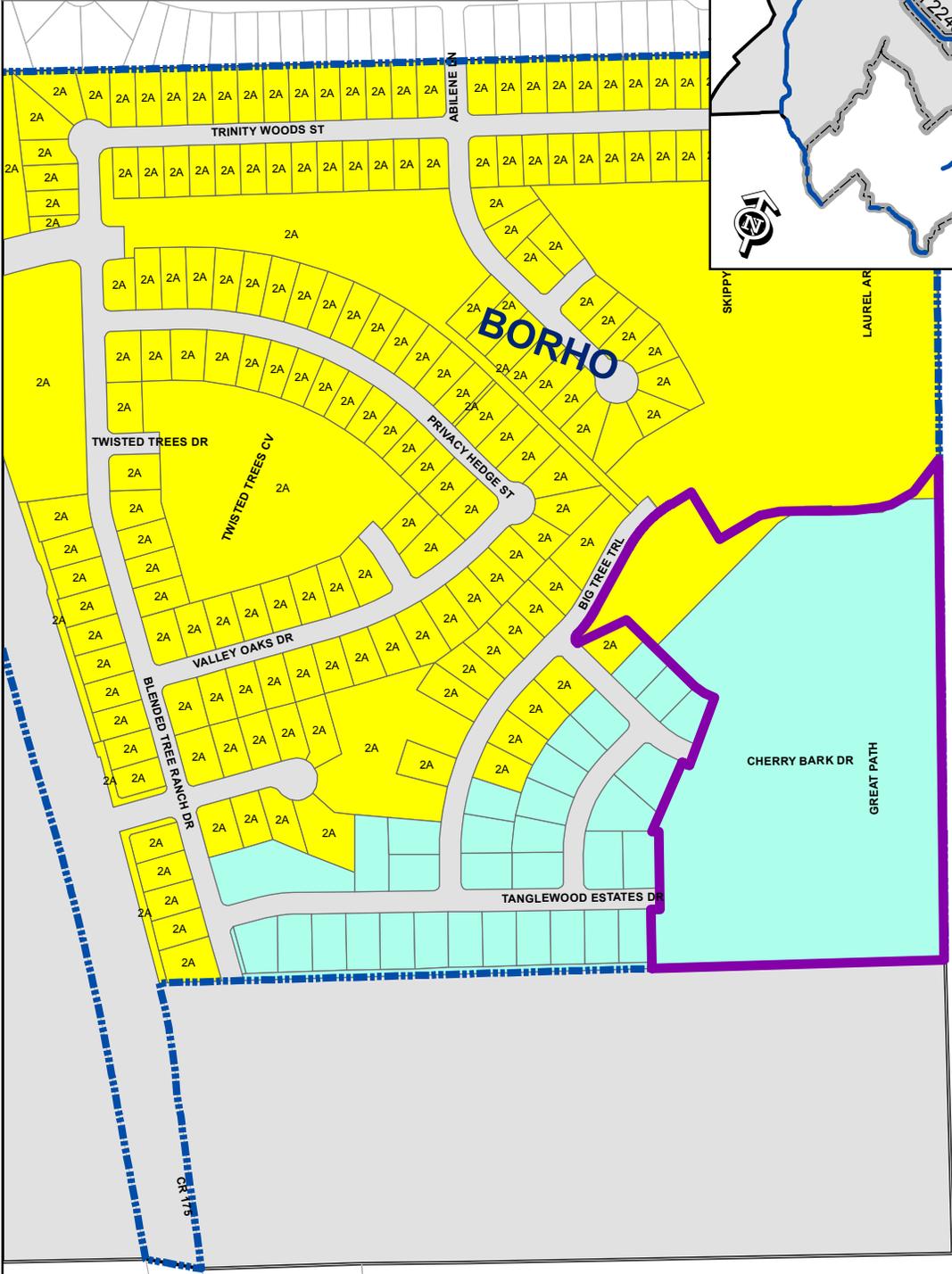
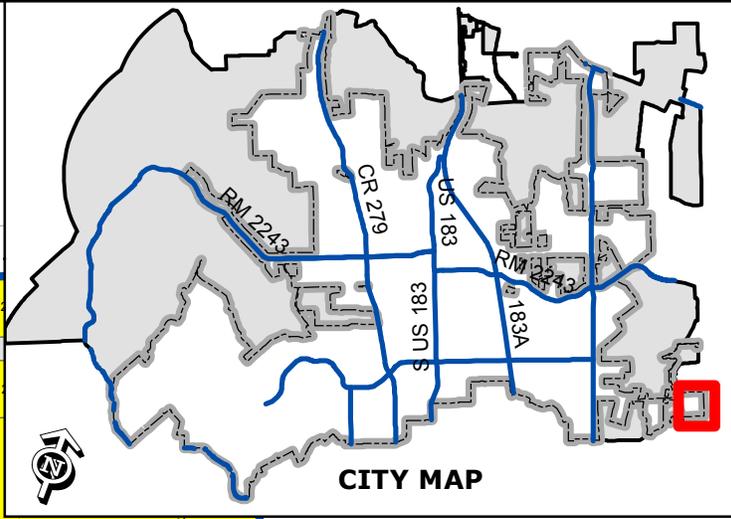
Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Borho Phase 7.

Attachments: Location Map, Engineer's Concurrence Letter, TAS Approval 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.

ATLANTA PARK DR



SUBDIVISION ACCEPTANCE

Location Map - Borho Phase 7

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

- | | | |
|-----|--------|-----|
| 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 7
Street, Drainage, Water and Wastewater

Date: July 27, 2016

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 April 15, 2016, 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.



James A. Huffcut, Jr.
Signature

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

55253
Texas Registration No.



**Engineers
Inspectors
& Surveyors**
FIRM REG. #2487

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

Commercial and
Residential Engineering

- Structural
- Civil
- Mechanical
- Electrical
- Plumbing

Rehabilitation Designs

Property Condition
Inspections

Surveying

Texas Accessibility
Standards Compliance
Reviews & Inspections

Certified Code
Compliance Inspectors
& Plan Reviewers

Construction Consulting

Trails of Shady Oaks, Ph. 7 & 8 TAS Inspection – No Violations
Transmittal Letter

May 23, 2016

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

Re: BORHO/ Trails of Shady Oaks, Phases 7 & 8 TAS Inspection

INSPECTION – NO VIOLATIONS

Dear Mr. Copeland,

On May 20, 2016, I inspected the sidewalks and curb ramps in the public right-of-way of the Trails of Shady Oaks, Phases 7 & 8, Leander, Texas, for compliance with the Texas Accessibility Standards. We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

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

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

Sincerely,

Richard Emerson
Registered Accessibility Specialist RAS- 245

MAINTENANCE BOND
Subdivision Improvements

Bond No. 1048936

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that DNT Construction, LLC as Principal, whose address is 2300 Picadilly Dr., Round Rock, TX 78664 and The Hanover Insurance Company, a Corporation organized under the laws of the State of New Hampshire, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Eighty Thousand Eight Hundred Nineteen & 03/100's Dollars (\$80,819.03) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Borho Phase 7 (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 11th day of May, 2016 .

DNT Construction, LLC
Principal

By: 

Title: **DEAN TOMME** **PRESIDENT**

Address: _____

2300 Picadilly Dr.
Round Rock, TX 78664

The Hanover Insurance Company
Surety

By: 

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

Address: _____

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.



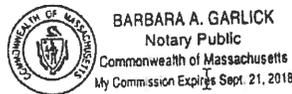
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

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
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 May 2016.

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

PREMIUM OR CLAIM DISPUTES:

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

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

AVISO IMPORTANTE

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

1-800-608-8141

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

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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



**Construction Contract Summary
Borho Subdivision
Phase 7**

Final Pay Application (04/04/16)
DNT Construction

Prepared By: 4/11/2016
Juan Brizuela, PE
Pape-Dawson Engineers, Inc.
TBPE Firm Reg #470

	Original Contract			Final
	Amount	CO#1	CO#2	
Clear and Grub	\$ 34,909.01			\$ 34,909.01
Paving	\$ 94,412.40			\$ 94,412.40
Curb and Gutter	\$ 35,374.08			\$ 35,374.08
Concrete	\$ 20,655.00			\$ 20,655.00
Signage and Striping	\$ 591.43			\$ 591.43
Drainage	\$ 135,459.71			\$ 135,459.71
Water	\$ 96,697.87			\$ 96,697.87
WW	\$ 124,652.38			\$ 124,652.38
ESC	\$ 18,344.47			\$ 18,344.47
Special Structures-POND	\$ 161,337.67			\$ 161,337.67
Other	\$ 36,012.24			\$ 36,012.24
Street Lights	\$ 49,744.00			\$ 49,744.00
CO		Embankment	Miscellaneous	Miscellaneous
				\$ -
				\$ -
Total	\$ 808,190.26	\$ -	\$ -	\$ 808,190.26

**Note: Dry Utilities and Lot Improvements are excluded from Construction Summary total and Maintenance Bond amount.*



STATE OF TEXAS '

COUNTY OF TRAVIS '

BEFORE ME the undersigned authority on this day personally appeared Dean Tomme, President, 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 26th day of July, 2016.

[S E A L]



Ashley Jones
Notary in and for the State of Texas

Name: Ashley Jones

My commission expires: June 16, 2018

Initialed: _____



Executive Summary

August 4, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for: **Bryson Phase 1 Section 1C**

Background: The subdivision infrastructure improvements required for Bryson Phase 1 Section 1C have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the subdivision has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two-year term Maintenance Bond. The Maintenance Bond will commence its two year term upon City Council acceptance, as anticipated, on August 4, 2016 which will provide warranty and maintenance coverage for the infrastructure improvements through August 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

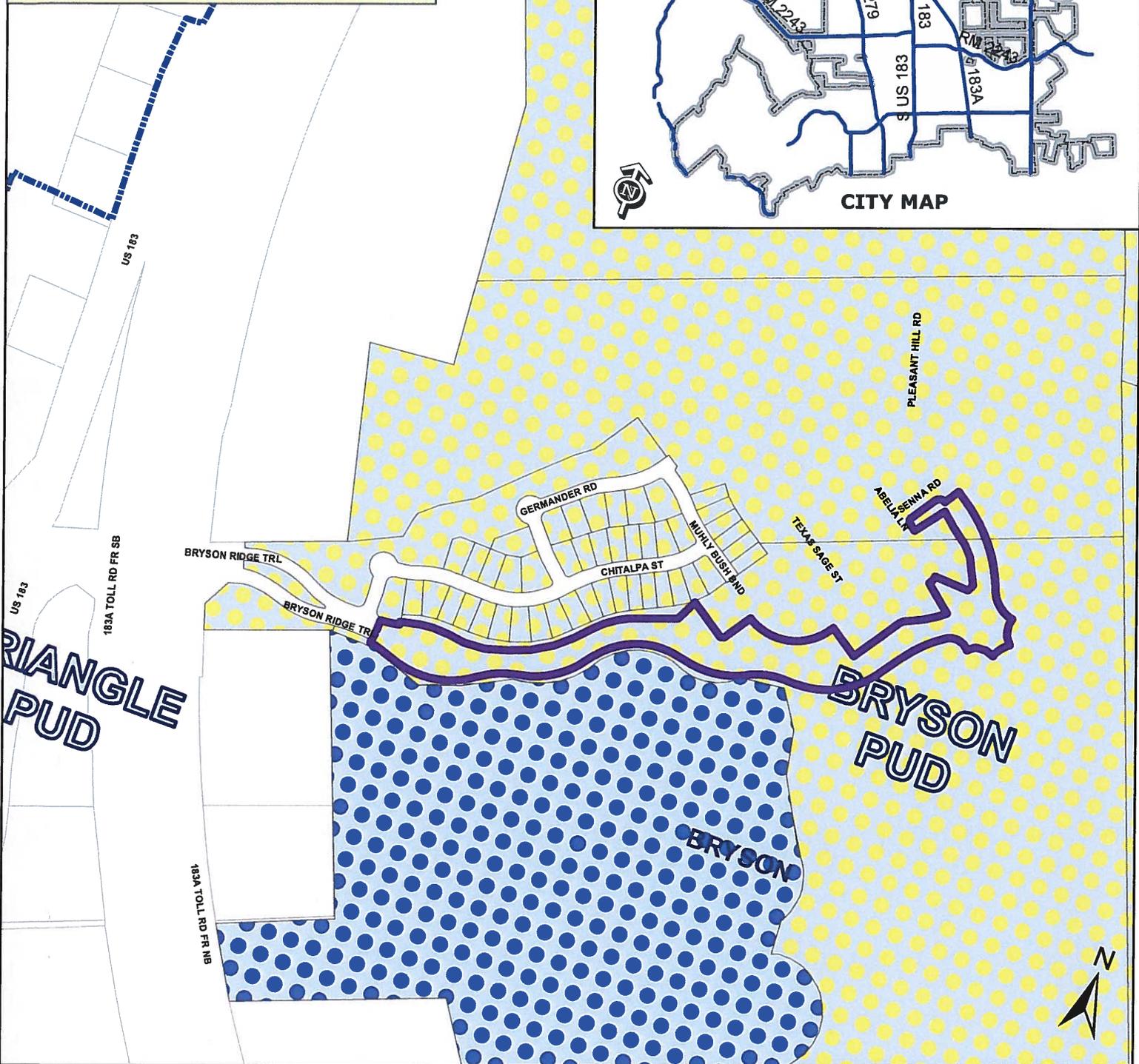
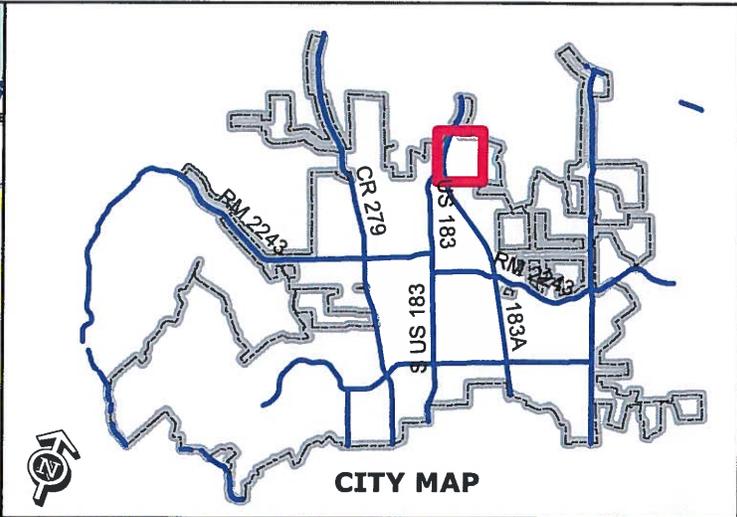
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the subdivision infrastructure improvements for Bryson Phase 1 Section 1C.

Attachments: Location Map, Engineer's Concurrence Letter, TAS Inspection 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 - Bryson: 1/1C

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

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



DATE: 6/24/16

ENGINEER'S CONCURRENCE
FOR

BRYSON PHASE 1 – SECTION 1C

Project: WATER, WASTEWATER, DRAINAGE AND PAVING IMPROVEMENTS Leander, Williamson County, Texas

Bury Project No.: 100956-10016

Owner's Name and Address

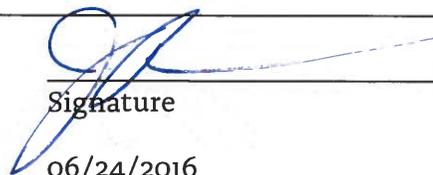
Consultant Engineer's
Name and Address

Mr. Tommy Tucker
Crescent Leander, TX, LLC
400 E. Las Colinas Boulevard, Suite 1075
Irving, Texas 75039
(459) 513-5601

JOHN A. PICKENS, P.E.
Bury, Inc.
221 West Sixth Street, Suite 600
Austin, Texas 78701
(512) 328-0011

On this day, I, the undersigned professional engineer, or my representative, made a visual observation of the above referenced project. No discrepancies in the approved construction plans or deficiencies in construction were visible or brought to my attention except those listed below. I, therefore, recommend acceptance of this project by the City of Leander, once the following listed items are corrected.





Signature

06/24/2016

Date

110631

Texas Registration Number

June 27, 2016

Tommy Tucker
400 E Las Colinas Blvd. Ste. 1075
Irving, TX, 78641

EABPRJ: B6807945

Re:

Bryson Phase 1, Section 1C
183A Toll Road
Leander, TX, 78641

INSPECTION COMPLETED – NO VIOLATIONS

Dear Mr. Tucker:

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.

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

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirements. 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 Elaine Andersen at (512) 410-7059.

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

Sincerely,



Elaine Andersen, RAS #1284

cc: Brett Burke

Inspection Report

Article 9102, T.C.S.

Texas Accessibility Standards (TAS)

Inspection Date: June 23, 2016

EABPRJ No: B6807945

RAS: Elaine Andersen (License #1284)

RAS Project No: 16-011

PROJECT INFORMATION

Bryson Phase 1, Section 1C
183A Toll Road
Leander, TX, 78641

Description: Water, wastewater, drainage and paving improvement for the roadway.

Scope: The scope of the project includes the requirements for TAS 201.1 and Elimination of Architectural Barriers Administrative Rules 68.102

OWNER INFORMATION

Dan Franz
City of Pflugerville
201-B E. Pecan St.
Pflugerville, TX 78691

The following report identifies violations with the Texas Accessibility Standards (TAS).

No violations of the TAS were found.

REPORT COMMENTS

1. The scope of this report is limited to an inspection for compliance with the 2012 Texas Accessibility Standards (TAS). This report excludes a review for compliance with other accessibility requirements such as the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the 2010 Standards for Accessible Design.
2. The scope of the report excludes an inspection for compliance with building code requirements such as the International Building Code (IBC).
3. The report does not cover any elements or spaces which are not subject to the TAS. The report does not cover any elements or spaces that are outside of the scope of work of this project or outside of the property line as indicated by the construction documents.
4. Forward the Inspection Response Form to Altura Solutions within 90 days from the date of this report.
5. Contact Elaine Andersen at (512) 410-7059 or at elaine@alturalp.com with any questions or comments.

-END OF REPORT

MAINTENANCE BOND
Subdivision Improvements

Bond No. 1045248

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that DNT Construction, LLC as Principal, whose address is 2300 Picadilly Dr., Round Rock, TX 78664 and The Hanover Insurance Company, a Corporation organized under the laws of the State of New Hampshire , and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of One Hundred Forty Four Thousand One Hundred Fifty Seven & 71/100's Dollars (\$144,157.71) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Bryson Phase 1- Section 1C (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

same against Principal and Surety on this obligation.

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

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

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

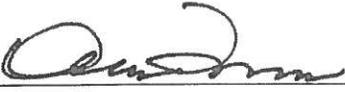
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 29th day of June, 2016 .

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.



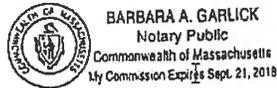
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

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
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 29th day of June 2016.

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

PREMIUM OR CLAIM DISPUTES:

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

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

AVISO IMPORTANTE

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

1-800-608-8141

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

440 Lincoln Street
Worcester, MA 01615

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

AFFIANT:

Signature: 

Typed Name: Dean Tomme

Title: President

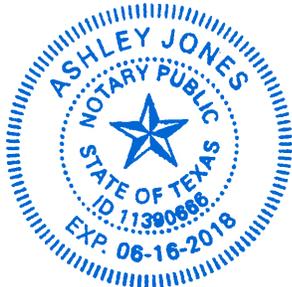
STATE OF TEXAS '

COUNTY OF TRAVIS '

BEFORE ME the undersigned authority on this day personally appeared Dean Tomme, President, 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 8th day of July 2016

[S E A L]




Notary in and for the State of Texas

Name: Ashley Jones

My commission expires: June 16, 2018

Initialed: _____

CERTIFICATION OF FINAL COSTS AND QUANTITIES

CONTRACT: Bryson Phase 1 Section 1C
 CONTRACTOR: DNT CONSTRUCTION
 P O Box 6210
 Round Rock, Texas 78683

DRAINAGE ITEMS

SECTION A. CITY OF LEANDER GRADING & DRAINAGE	ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
	A1	MOBILIZATION	1	LS	\$ 55,786.03	\$55,786.03	1.00	0.00	1.00	\$55,786.03	\$55,786.03	\$0.00	100%
	A2	CLEARING AND GRUBBING ROW COMPLETE IN PLACE AS DETAILED AND SPECIFIED	8	ACRE	\$ 1,518.55	\$12,148.40	8.00	0.00	8.00	\$12,148.40	\$12,148.40	\$0.00	100%
	A3	DRAINAGE AND ROADWAY GRADING/EARTHWORK TO SUBGRADE(CUT), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	6640	CY	\$ 4.45	\$29,548.00	6640.00	0.00	6640.00	\$29,548.00	\$29,548.00	\$0.00	100%
	A4	DRAINAGE AND ROADWAY GRADING/EARTHWORK TO SUBGRADE(FILL), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	6640	CY	\$ 2.24	\$14,873.60	6640.00	0.00	6640.00	\$14,873.60	\$14,873.60	\$0.00	100%
	A5	DIVERSION DIKE INCLUDING SEEDING AND EROSION CONTROL MATTING COMPLETE IN PLACE AS DETAILED AND SPECIFIED	720	LF	\$ 11.70	\$8,424.00	720.00	0.00	720.00	\$8,424.00	\$8,424.00	\$0.00	100%
	A6	CONSTRUCTION ENTRANCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3	EA	\$ 952.00	\$2,856.00	3.00	0.00	3.00	\$2,856.00	\$2,856.00	\$0.00	100%
	A7	AREA INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 78.80	\$78.80	1.00	0.00	1.00	\$78.80	\$78.80	\$0.00	100%
	A8	CURB INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	8	EA	\$ 78.80	\$630.40	8.00	0.00	8.00	\$630.40	\$630.40	\$0.00	100%
	A9	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3485	LF	\$ 2.68	\$9,339.80	3485.00	0.00	3485.00	\$9,339.80	\$9,339.80	\$0.00	100%
	A10	ROCK BERM IN PLACE AS DETAILED AND SPECIFIED	25	LF	\$ 17.36	\$434.00	25.00	0.00	25.00	\$434.00	\$434.00	\$0.00	100%
	A11	18" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	210	LF	\$ 53.02	\$11,134.20	210.00	0.00	210.00	\$11,134.20	\$11,134.20	\$0.00	100%
	A12	24" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	64	LF	\$ 74.30	\$4,755.20	64.00	0.00	64.00	\$4,755.20	\$4,755.20	\$0.00	100%
	A13	18" CONCRETE HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 3,158.22	\$3,158.22	1.00	0.00	1.00	\$3,158.22	\$3,158.22	\$0.00	100%
	A14	10" CURB INLET COMPLETE IN PLACE AS DETAILED AND SPECIFIED	4	EA	\$ 4,579.97	\$18,319.88	4.00	0.00	4.00	\$18,319.88	\$18,319.88	\$0.00	100%
	A15	4" DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3	EA	\$ 2,215.31	\$6,645.93	3.00	0.00	3.00	\$6,645.93	\$6,645.93	\$0.00	100%
	A16	REVEGETATION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	4	ACRE	\$ 6,196.91	\$24,787.64	4.00	0.00	4.00	\$24,787.64	\$24,787.64	\$0.00	100%
	A17	SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	274	LF	\$ 1.12	\$306.88	274.00	0.00	274.00	\$306.88	\$306.88	\$0.00	100%
						\$203,226.98				\$203,226.98	\$203,226.98	\$0.00	100%

WATER ITEMS

SECTION A. MUD WATER	ITEM #	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
	A1	12" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3,040	LF	\$ 48.95	\$148,808.00	3040.00	0.00	3040.00	\$148,808.00	\$148,808.00	\$0.00	100%
	A2	12" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	4	EA	\$ 2,401.96	\$9,607.84	4.00	0.00	4.00	\$9,607.84	\$9,607.84	\$0.00	100%
	A3	FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND TEE) COMPLETE IN PLACE AS DETAILED AND SPECIFIED	6	EA	\$ 4,087.76	\$24,526.56	6.00	0.00	6.00	\$24,526.56	\$24,526.56	\$0.00	100%
	A4	AIR RELEASE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 3,427.42	\$3,427.42	1.00	0.00	1.00	\$3,427.42	\$3,427.42	\$0.00	100%
	A5	BLOWOFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,320.08	\$2,640.16	2.00	0.00	2.00	\$2,640.16	\$2,640.16	\$0.00	100%
	A6	2" SINGLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,635.96	\$3,271.92	2.00	0.00	2.00	\$3,271.92	\$3,271.92	\$0.00	100%
	A7	CONNECT TO EXIST 12" WATERLINE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,355.48	\$2,710.96	2.00	0.00	2.00	\$2,710.96	\$2,710.96	\$0.00	100%
	A8	4" SCHEDULE 40 UTILITY SLEEVES FOR IRRIGATION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	720	LF	\$ 11.81	\$8,503.20	720.00	0.00	720.00	\$8,503.20	\$8,503.20	\$0.00	100%
	A9	SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3,040	LF	\$ 0.56	\$1,702.40	3040.00	0.00	3040.00	\$1,702.40	\$1,702.40	\$0.00	100%
						\$205,198.46				\$205,198.46	\$205,198.46	\$0.00	100%

CERTIFICATION OF FINAL COSTS AND QUANTITIES

CONTRACT: Bryson Phase 1 Section 1C
 CONTRACTOR: DNT CONSTRUCTION
 P O Box 6210
 Round Rock, Texas 78683

WASTEWATER ITEMS

SECTION B: CITY OF LEANDER WASTEWATER	ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY. THIS EST.	QTY. TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
	B1	12" CS900 PVC WASTEWATER FORCE MAIN ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,670	LF	\$ 49.39	\$131,871.30	2670.00	0.00	2670.00	\$131,871.30	\$131,871.30	\$0.00	100%
	B2	CONNECT TO EXISTING FORCE MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 1,743.90	\$3,487.80	2.00	0.00	2.00	\$3,487.80	\$3,487.80	\$0.00	100%
	B3	12" PLUG VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 3,519.96	\$3,519.96	1.00	0.00	1.00	\$3,519.96	\$3,519.96	\$0.00	100%
	B4	2" AIR VACUUM RELEASE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 4,167.82	\$4,167.82	1.00	0.00	1.00	\$4,167.82	\$4,167.82	\$0.00	100%
	B5	TRENCH SAFETY ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,670	LF	\$ 1.12	\$2,990.40	2670.00	0.00	2670.00	\$2,990.40	\$2,990.40	\$0.00	100%
						\$146,037.28				\$146,037.28		\$0.00	100%
SECTION B: MUD WASTEWATER													
	B1	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	152	LF	\$ 52.50	\$7,980.00	152.00	0.00	152.00	\$7,980.00	\$7,980.00	\$0.00	100%
	B2	4" DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, 0'-8" DEEP COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 2,278.94	\$2,278.94	1.00	0.00	1.00	\$2,278.94	\$2,278.94	\$0.00	100%
	B3	4" DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, EXTRA DEPTH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	3	VF	\$ 242.16	\$726.48	3.00	0.00	3.00	\$726.48	\$726.48	\$0.00	100%
	B4	WASTEWATER MANHOLE, STANDARD RING AND COVER, INCLUDING ADJUSTMENT TO FINISHED GRADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 667.62	\$667.62	1.00	0.00	1.00	\$667.62	\$667.62	\$0.00	100%
	B5	COATING FOR WASTEWATER MANHOLES COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 1,168.16	\$1,168.16	1.00	0.00	1.00	\$1,168.16	\$1,168.16	\$0.00	100%
	B6	TRENCH SAFETY ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	152	LF	\$ 1.12	\$170.24	152.00	0.00	152.00	\$170.24	\$170.24	\$0.00	100%
	B7	TCEQ UTILITY CROSSING CEMENT STABILIZED SAND BEDDIMENT (NEW WATER MAIN/WASTEWATER MAIN CROSSING) COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2	EA	\$ 392.00	\$784.00	2.00	0.00	2.00	\$784.00	\$784.00	\$0.00	100%
						\$13,775.44				\$13,775.44		\$0.00	100%

PAVING ITEMS

SECTION C: CITY OF LEANDER PAVING (BRYSON RIDGE TRAIL)	ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY. THIS EST.	QTY. TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
	C1	24" CONCRETE RIBBON CURB COMPLETE IN PLACE AS DETAILED AND SPECIFIED	920	LF	\$ 12.42	\$11,426.40	920.00	0.00	920.00	\$11,426.40	\$11,426.40	\$0.00	100%
	C2	24" CONCRETE CURB & GUTTER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	8,210	LF	\$ 14.18	\$116,417.80	8210.00	0.00	8210.00	\$116,417.80	\$116,417.80	\$0.00	100%
	C3	4" CONCRETE ROLL OVER CURB COMPLETE IN PLACE AS DETAILED AND SPECIFIED	330	LF	\$ 18.86	\$6,223.80	330.00	0.00	330.00	\$6,223.80	\$6,223.80	\$0.00	100%
	C4	2" HMAc COMPLETE IN PLACE AS DETAILED AND SPECIFIED	8,255	SY	\$ 10.81	\$89,236.55	8255.00	0.00	8255.00	\$89,236.55	\$89,236.55	\$0.00	100%
	C5	11" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	13,700	SY	\$ 9.21	\$126,177.00	13700.00	0.00	13700.00	\$126,177.00	\$126,177.00	\$0.00	100%
	C6	PREPARE SURGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	13,700	SY	\$ 1.68	\$23,016.00	13700.00	0.00	13700.00	\$23,016.00	\$23,016.00	\$0.00	100%
	C7	MISCELLANEOUS SIGNS AND POST COMPLETE IN PLACE AS DETAILED AND SPECIFIED	9	EA	\$ 319.20	\$2,872.80	9.00	0.00	9.00	\$2,872.80	\$2,872.80	\$0.00	100%
	C8	2' TALL RETAINING WALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	165	LF	\$ 50.70	\$8,365.50	165.00	0.00	165.00	\$8,365.50	\$8,365.50	\$0.00	100%
	C9	3' TALL RETAINING WALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,490	LF	\$ 57.32	\$85,406.80	1490.00	0.00	1490.00	\$85,406.80	\$85,406.80	\$0.00	100%
	C10	METAL BEAM GUARD FENCE WITH TERMINALS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	150	LF	\$ 72.24	\$10,836.00	150.00	0.00	150.00	\$10,836.00	\$10,836.00	\$0.00	100%
	C11	8' WIDE CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	2,590	LF	\$ 34.23	\$88,655.70	2590.00	0.00	2590.00	\$88,655.70	\$88,655.70	\$0.00	100%
	C12	8' PEDESTRIAN RAMPS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	10	EA	\$ 1,254.85	\$12,548.50	10.00	0.00	10.00	\$12,548.50	\$12,548.50	\$0.00	100%
	C13	STAMPED CONCRETE WITHIN ROUNDABOUT COMPLETE IN PLACE AS DETAILED AND SPECIFIED	210	SY	\$ 138.32	\$29,047.20	210.00	0.00	210.00	\$29,047.20	\$29,047.20	\$0.00	100%
	C14	ROADWAY STRIPING COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 14,392.00	\$14,392.00	1.00	0.00	1.00	\$14,392.00	\$14,392.00	\$0.00	100%
	C15	STREET END BARRICADES DETAILED AND SPECIFIED	3	EA	\$ 541.33	\$1,623.99	3.00	0.00	3.00	\$1,623.99	\$1,623.99	\$0.00	100%
	C16	STREET LIGHTING SYSTEM COMPLETE IN PLACE AS DETAILED AND SPECIFIED ON SHEET C514	1	LS	\$ 143,544.84	\$143,544.84	1.00	0.00	1.00	\$143,544.84	\$143,544.84	\$0.00	100%
						\$769,790.88				\$769,790.88		\$0.00	100%

CONTRACT # [REDACTED]
 CONTRACT R DNT CONSTRUCTION
 P O Box 6210
 Round Rock, Texas 78683

SECTION C. MUD PAVING (PLEASANT HILL ROAD)	ITEM	DESCRIPTION	QTY.	UNIT	PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
SECTION C. PAVING CHANGE ORDER #2	C1	24" CONCRETE CURB & GUTTER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	920	LF	\$ 14.18	\$13,045.60	920.00	0.00	920.00	\$13,045.60	\$13,045.60	\$0.00	100%
	C2	2" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,380	SY	\$ 10.81	\$14,917.80	1380.00	0.00	1380.00	\$14,917.80	\$14,917.80	\$0.00	100%
	C3	11" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,870	SY	\$ 9.86	\$18,438.20	1870.00	0.00	1870.00	\$18,438.20	\$18,438.20	\$0.00	100%
	C4	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,870	SY	\$ 1.68	\$3,141.60	1870.00	0.00	1870.00	\$3,141.60	\$3,141.60	\$0.00	100%
	C5	MISCELLANEOUS SIGNS AND POST COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	EA	\$ 319.20	\$319.20	1.00	0.00	1.00	\$319.20	\$319.20	\$0.00	100%
	C6	5" WIDE CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	800	LF	\$ 25.30	\$20,240.00	800.00	0.00	800.00	\$20,240.00	\$20,240.00	\$0.00	100%
	C7	BIWAY STRIPING COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1	LS	\$ 2,352.00	\$2,352.00	1.00	0.00	1.00	\$2,352.00	\$2,352.00	\$0.00	100%
						\$72,454.40				\$72,454.40		\$0.00	100%
SECTION C. PAVING CHANGE ORDER #4	1	DRAINAGE AND ROADWAY GRADING EARTHWORK TO SUBGRADE(CUT), COMPLETE IN PLACE AS DETAILED AND SPECIFIED	138	CY	\$ 4.45	\$614.10	138.00	0.00	138.00	\$614.10	\$614.10	\$0.00	100%
	2	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	237	SY	\$ 1.68	\$398.16	237.00	0.00	237.00	\$398.16	\$398.16	\$0.00	100%
	3	2" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	303	SY	\$ 10.81	\$3,275.43	303.00	0.00	303.00	\$3,275.43	\$3,275.43	\$0.00	100%
	4	24" CONCRETE CURB & GUTTER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	(90)	LF	\$ 14.18	(\$1,276.20)	-90.00	0.00	-90.00	(\$1,276.20)	(\$1,276.20)	\$0.00	100%
	5	SIGNAGE AND STRIPING	1	LS	\$ 1,866.45	\$1,866.45	1.00	0.00	1.00	\$1,866.45	\$1,866.45	\$0.00	100%
						\$4,877.94				\$4,877.94		\$0.00	100%
SECTION C. PAVING CHANGE ORDER #5	1	2' TALL RETAINING WALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	165	LF	\$ 7.44	\$1,227.60	165.00	0.00	165.00	\$1,227.60	\$1,227.60	\$0.00	100%
	2	3' TALL RETAINING WALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	1,490	LF	\$ 9.91	\$14,765.90	1490.00	0.00	1490.00	\$14,765.90	\$14,765.90	\$0.00	100%
							\$15,993.50				\$15,993.50		\$0.00
SECTION C. PAVING CHANGE ORDER #6	1	Extend 2' Retaining Wall 30'	1	LS	\$ 1,628.00	\$1,628.00	1.00	0.00	1.00	\$1,628.00	\$1,628.00	\$0.00	100%
	2	Add radius around oak tree to save on 3' Retaining Wall	1	LS	\$ 903.00	\$903.00	1.00	0.00	1.00	\$903.00	\$903.00	\$0.00	100%
						\$2,531.00				\$2,531.00		\$0.00	100%
						\$7,691.20				\$7,691.20		\$0.00	100%
						\$7,691.20				\$7,691.20		\$0.00	100%
						\$15,993.50				\$15,993.50		\$0.00	100%
						\$7,691.20				\$7,691.20		\$0.00	100%
						\$1,441,577.08				\$1,441,577.08		\$0.00	100%
						\$203,226.98				\$203,226.98		\$0.00	100%
						\$205,198.46				\$205,198.46		\$0.00	100%
						\$159,812.72				\$159,812.72		\$0.00	100%
						\$873,338.92				\$873,338.92		\$0.00	100%
						\$1,441,577.08				\$1,441,577.08		\$0.00	100%



START REC
 TBPE # F-6324

JP 7/7/16



Executive Summary

August 4, 2016

Council Agenda Subject: Consider Dedication and Acceptance of Hero Way Multi-Family (Water and Wastewater)

Background: The Public Utilities portion of the Hero Way Multi-Family Site have been installed, inspected, and found to be satisfactorily completed. All documentation required for acceptance of the water and wastewater improvements have been received, including, statement(s) of substantial completion prepared by a Professional Engineer licensed in the State of Texas, maintenance bond, copies of all inspection reports and certified test results, electronic files of the improvements and final plat(s), affidavit(s) of all bills paid. The Engineering Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the maintenance period 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

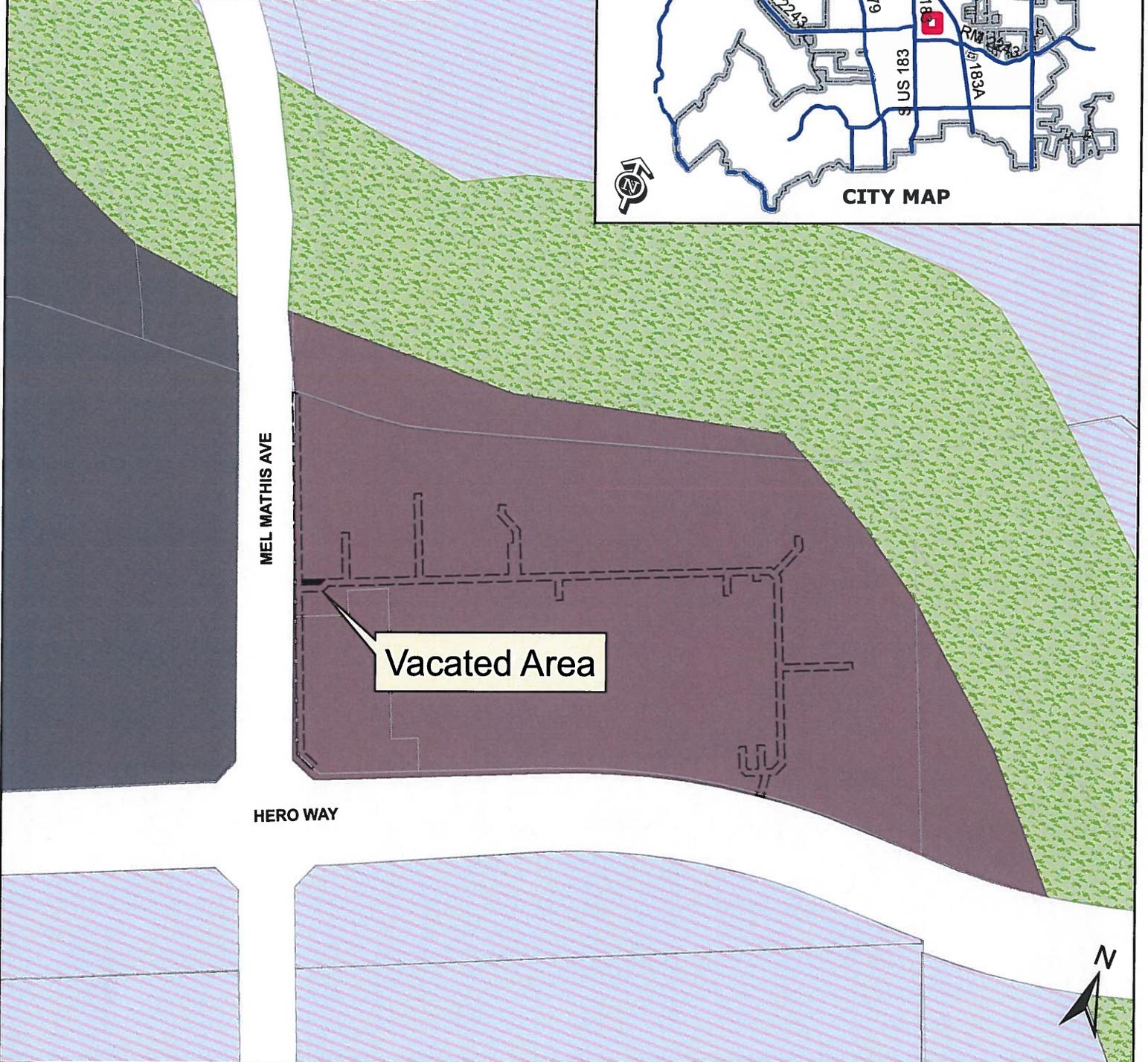
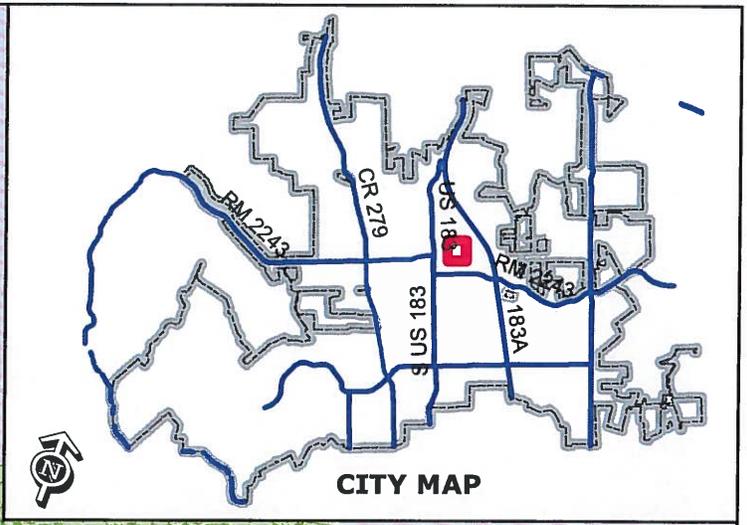
Financial Consideration: N/A

Recommendation: Staff recommends City Council's formal acceptance of the Hero Way Multi-Family (Water and Wastewater)

Attachments: Location Map, Engineer's Concurrence Letter(s), Maintenance Bond, Affidavit(s) of All Bills Paid, and Final Pay Estimate(s)

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.



EASEMENT VACATION

Location Map - Hero Way Multi-family

--- Current Easement

■ Vacated Area

□ City Limits

0 200 Feet

PUD LAND USE

- PUD - General Commercial
- PUD - Mixed Use
- PUD - Multi-Family
- PUD - Townhomes
- PUD - Single-Family

TRANSECTS

- Civic Building
- T4 - Genral Urban
- T5 - Urban Center
- T6 - Urban Core
- SD - Special District

SECTORS

- OS - Open Space
- CD - Conventional Sector
- S1 - General Sector
- S2 - Station Sector





265.001

July 11, 2016

City of Leander Planning Department
104 North Brushy Street
PO Box 319
Leander, Texas 78646

RE: Engineer's Concurrence Letter
Village at Leander Station (14-PICP-049) – Subdivision Improvements
Hero Way Multifamily
Leander, Texas 78641

To Whom It May Concern:

On July 11, 2016, a representative from my firm made a final visual inspection of the above referenced project. I, Ricardo M. De Camps, the undersigned professional engineer (No. 122378) have also visited the site during construction and observed that the waterline improvements, wastewater improvements, landscape improvements, sidewalk improvements and driveway improvements associated with **Subdivision Improvements** of the project were constructed per the approved plans with insignificant deviation.

I trust that this letter is sufficient for its intended purpose of conveying to your office that the above referenced project has been sufficiently completed. Should you have any questions, please don't hesitate to contact our office.

Sincerely,

BIG RED DOG Engineering | Consulting
Texas Engineering Firm No. F-15964

A handwritten signature in black ink, appearing to read "RDC", is written over a light blue horizontal line.

Ricardo M. De Camps, P.E.
Director of Land Development



MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that **Hero Way MF Investments, Ltd.** as Principal, whose address is **1301 Capital of Texas Hwy, Suite A-300, Austin, TX 78746** and NGM Insurance Company a Corporation organized under the laws of the State of Texas, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of **Twenty-five Thousand Dollars (\$25,000)** to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Subdivision improvements for Hero Way Multifamily subdivision, Leander, Williamson County, Texas (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

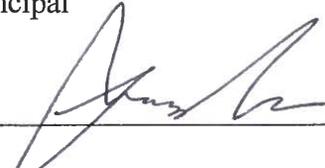
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 20th day of June, 2016.

Hero Way Investments, Ltd.

Principal

By: 

Title: Manager

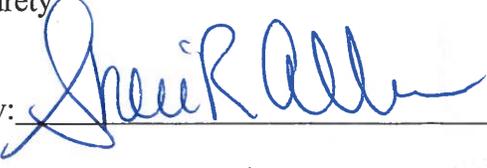
Address:

1301 Capital of Texas Hwy, Suite A-300

Austin, Texas 78746

NGM Insurance Company

Surety

By: 

Title: Attorney-in-Fact

Address:

55 West Street

Keene, NH 03431

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

Consolidated Insurance Partners

124 Old Town Blvd North, Ste 200, Argyle, TX 76226

(Seal)



KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Bret Tomlinson, Sheri R Allen, David Oxford, Steven Lott,** _____
Sherrel Breazeale, Peggy Hogan_____

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 8th day of January, 2016.

NGM INSURANCE COMPANY By:

Bruce R. Fox
Vice President, General
Counsel and Secretary



State of Florida,
County of Duval.

On this January 8, 2016, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 8th day of January, 2016.



Tasha Ann Philpot
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FFB15117
Expires 10/31/2019

I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this
20th day of June, 2016.

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.



**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**STATE OF TEXAS
COUNTY OF DENTONDate: 7/7/16Developer/Owner: Hero Way MF Investments, LtdContractor/Material Provider ("Affiant"): NE Construction, LLPProject: Village at Leander Station (1680 Hero Way, Leander, TX 78641)

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 7th day of July, 2016.

Initialed: 

AFFIANT:

Signature: Anita Breidi

Typed Name: Andre Nicholas

Title: Vice President

STATE OF TEXAS
COUNTY OF DENTON

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

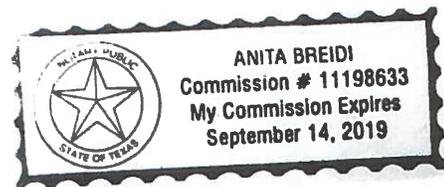
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7th day of July, 2016

[S E A L]

Anita Breidi
Notary in and for the State of Texas

Printed Name: Anita Breidi

My commission expires: 9-14-19



Initialed: An



265.001

April 19, 2016

Michael E. O'Neal, P.E.
Engineer
City Of Leander
200 W. Willis St. - PO Box 319
Leander, TX 78646-0319

Regarding: Engineer's Certification of Final Project Costs

Project Name: Hero Way MF (14-TOD-PICP-049)
Address: 1680 Hero Way, Leander, TX 78641
Civil Engineer: Russell W. Kotara, P.E., BIG RED DOG Engineering

Owner: Hero Way MF Investments, LTD
Address: 1301 Capital of Texas Highway, Ste. A-300, Austin, TX 78746
Contact: Jeff Musgrove, P.E.

Dear Michael,

As of March 30, 2016, I, the undersigned professional engineer am providing a summary of the final costs for the Hero Way MF project:

Streets (Driveways & Sidewalks)	\$	97,000.00
Water	\$	90,000.00
Wastewater	\$	63,000.00
Total	\$	250,000.00

Please contact us if you have any questions regarding the above.

Sincerely,

BIG RED DOG Engineering | Consulting
Texas Firm Reg. # F-15964

Russell W. Kotara, P.E.
Project Manager





Executive Summary

August 4, 2016

Agenda Subject: Consideration and possible action to approve an annexation development agreement under Section 43.035, Texas Local Government Code, Between the City of Leander and the Roy L. Sullivan II Living Trust.

Background: The City of Leander previously initiated the involuntary annexation of several areas. If a property is appraised for ad valorem tax purposes as land for agricultural or wildlife management use under Subchapter C or D, Chapter 23, Tax Code, or as timber land under Subchapter E, Chapter 23, Tax Code, the property owner is eligible to negotiate and enter a development agreement with the City prior to the completion of the annexation proceedings. The development agreement provides for the continuation of the extraterritorial jurisdiction status of the land and authorizes the City to enforce all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber. The land will be annexed upon the end of the term of the agreement or upon the change of use of the land.

This agreement was inadvertently left out of the package of agreements that went to Council earlier in the year, however the annexation ordinance was correct and excluded this property.

Origination: City of Leander

Recommendation: Staff recommends approval of the agreement.

Attachments: 1. Agreement

Prepared By: Tom Yantis, AICP
Assistant City Manager

07/26/2016

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

**DEVELOPMENT AGREEMENT
UNDER SECTION 43.035, TEXAS LOCAL GOVERNMENT CODE**

This Development Agreement under Section 43.035, Texas Local Government Code is entered between the City of Leander, Texas (the "City") and the undersigned property owner(s) (the "Owner") (the "Agreement"). The term Owner shall include all owners of the Property. The City and the Owner are collectively referred to as the Parties.

WHEREAS, the Owner owns a parcel of real property in Williamson County, Texas, which is more particularly described in the attached Exhibit "A" (the "Property") that is appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Tax Code;

WHEREAS, the City initiated the process to annex all or portions of Owner's Property;

WHEREAS, under Section 43.035, Texas Local Government Code, the City is required to offer to make a development agreement with the Owner that will provide for the continuation of the extraterritorial status of the area and authorize the enforcement of all regulations and planning authority of the City that do not interfere with the use of the area for agriculture, wildlife management, or timber;

WHEREAS, Section 43.035 provides that the restriction or limitation on the City's annexation of all or part of the Property under this Agreement is void if the Owner files any type of subdivision plat or related development document for the Property, regardless of how the area is appraised for ad valorem tax purposes;

WHEREAS, the Owner desires to have the Property remain in the City's extraterritorial jurisdiction, in consideration for which the Owner agrees to enter into this Agreement; and

WHEREAS, this Agreement is entered into pursuant to Sections 43.035 and 212.172, Texas Local Government Code;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1. Extraterritorial Jurisdiction Status of Property. The City agrees that the Property shall remain in the City's extraterritorial jurisdiction (the "ETJ") and the City shall discontinue the pending annexation proceedings as to the Property. The City further agrees that it shall not annex the Property during the term of this Agreement, subject to the terms and conditions of this Agreement.

Section 2. Owner's Obligations. In consideration of the City's agreement not to annex the Property and as a condition of the Property remaining in the City's ETJ, the Owner covenants

and agrees to the following:

- (a) The Owner shall use the Property only for agriculture, wildlife management, and/or timber land use, as defined by Chapter 23 of the Texas Tax Code, that are existing on the Effective Date of this Agreement, except for single-family residential use existing on the Effective Date or as otherwise provided by this Agreement.
- (b) The Owner shall not subdivide the Property, or file for approval of a subdivision plat, site plan, or related development document for the Property with Williamson County or the City until the Property is annexed into and zoned by the City.
- (c) The Owner shall not construct, or allow to be constructed, any building or structure on the Property that requires a building permit until the Property is annexed into and zoned by the City. Accessory structures authorized under the Single-Family Rural (District "SFR-1-B") (including but not limited to barns, sheds, fences, and corrals) and buildings or structures that are related to and necessary for the use of the Property as authorized under Section 2(a) (excluding new single family residences) are exceptions to this Section 2(c), provided that the Owner obtains required building permits prior to construction.
- (d) The City's Single-Family Rural (District "SFR-1-B") zoning regulations shall apply to the Property, and in addition to the uses authorized under District "SFR-1-B", the Property may also be used for wildlife management or timber land, as defined by Chapter 23 of the Texas Tax Code, if such uses existed on the Effective Date of this Agreement. Fences shall not be subject to setback requirements. The City's building codes and regulations shall apply to the Property except as provided otherwise in this Section 2(d). Any buildings or structures constructed on the Property after the Effective Date shall be constructed in compliance with the regulations for the Single-Family Rural (District "SFR-1-B") and applicable building codes and regulations, provided that building permits and related inspections shall only be required for the construction of a new single family residence and additions to an existing single family residence that are authorized to be located on the Property under this Agreement.

Section 3. Development and Annexation of Property.

- (a) The following occurrences shall be deemed the Owner's petition for voluntary annexation of the Property, and the Property may subsequently be annexed at the discretion of the City Council:
 - (1) The filing of any application for plat approval, site plan approval, building permit or related development document for the Property, or the commencement of development of the Property, except as specifically authorized herein.

- (2) The Owner's failure to comply with Sections 2(a), 2(b), or 2(c).
 - (3) The Property is no longer appraised for ad valorem tax purposes as land for agricultural, wildlife management, or timber land under Chapter 23, Texas Tax Code, or successor statute, unless the Property is no longer appraised for such purposes because the Legislature has abolished agricultural, wildlife management, or timberland exemptions, provided that the Owner is in compliance with Section 2.
 - (4) The filing for voluntary annexation of the Property into the City by the Owner.
 - (5) The expiration of this Agreement.
- (b) The Owner agrees that annexation initiated due to an occurrence under Section 3(a) shall be voluntary and the Owner hereby consents to such annexation as though a petition for such annexation had been tendered by the Owner. Upon annexation, municipal services shall be provided to the Property in accordance with the adopted municipal services plan.

Section 4. Application of City Regulations. Pursuant to Section 43.035(b)(1)(B), Texas Local Government Code, the Property is subject to all of the City's regulations, as they are amended from time to time, and planning authority that do not materially interfere with the use of the Property for agriculture, wildlife management, or timber, in the same manner the regulations are enforced within the City's boundaries and the Owner acknowledges and agrees that the City is hereby authorized to enforce said regulations and planning authority except as specifically provided otherwise herein.

Section 5. Term. The term of this Agreement (the "Term") is five (5) years from the Effective Date.

Section 6. Vested Rights Claims. This Agreement is not a permit for the purposes of Chapter 245, Texas Local Government Code. The Owner hereby waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any actions Owner takes or has taken in violation of Section 2 herein. The Owner further waives any and all vested rights and claims that the Owner may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code that would otherwise exist by virtue of any application, plan, plat or construction the Owner may file or initiate with respect to the Property following the expiration of this Agreement prior to annexation of the Property by the City; provided that the City initiates annexation proceedings within one year following the expiration of this Agreement.

Section 7. Authorization.

- (a) All parties and officers signing this Agreement warrant to be duly authorized to execute this Agreement.

- (b) The Owner acknowledges that each and every owner of the Property must sign this Agreement in order for the Agreement to take full effect. The failure of each and every owner of the Property to sign this Agreement at the time of approval and execution by the City shall result in the Agreement being void, and the City may, within its discretion, annex the Property in accordance with applicable law.

Section 8. Notice. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City. Furthermore, the Owner and the Owner's heirs, successor, and assigns shall give the City written notice within 14 days of any change in the agricultural exemption status of the Property. A copy of the notices required by this Section shall be sent by personal delivery or certified mail, return receipt requested, to the City at the following address:

City of Leander
Attn: City Manager
200 W. Willis Street
Leander, Texas 78646

Notices required to be sent to the Owner shall be sent by personal delivery or certified mail, return receipt requested, to the Owner at the following address:

Roy L. Sullivan, II, Trustee
c/o The Roy L. Sullivan II Living Trust
P.O. Box 470
Leander, TX 78646

Section 9. Covenant Running with the Land. This Agreement shall run with the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Williamson County, Texas. The Owner and the City acknowledge and agree that this Agreement is binding upon the City and the Owner and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement. Conveyance of the Property, or portions thereof, to subsequent owners does not trigger a request for voluntary annexation unless Section 2 is also violated.

Section 10. Severability. If any provision of this Agreement is held by a court of competent and final jurisdiction to be invalid or unenforceable for any reason, then the remainder of the Agreement shall be deemed to be valid and enforceable as if the invalid portion had not been included.

Section 11. Amendment and Modifications. This Agreement may be amended or modified only in a written instrument that is executed by both the City and the Owner after it has been authorized by the City Council.

Section 12. Gender, Number and Headings. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall

be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

Section 13. Governmental Immunity; Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either the City or Owner, including governmental immunity, nor to create any legal rights or claims on behalf of any third party.

Section 14. Enforcement; Waiver. This Agreement may be enforced by any Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce the provisions of this Agreement thereafter.

Section 15. Effect of Future Laws. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's ability to annex the properties covered herein pursuant to the terms of this Agreement.

Section 16. Venue and Applicable Law. Venue for this Agreement shall be in Williamson County, Texas. This Agreement shall be construed under and in accordance with the laws of the State of Texas.

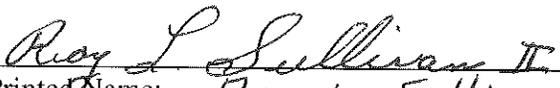
Section 17. Counterparts. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and same instrument.

Section 18. Effective Date. This Agreement shall be in full force and effect as of the date of approval of this Agreement by the City Council, from and after its execution by the Parties.

Section 19. Sections to Survive Termination. This Agreement shall survive its termination to the extent necessary for the implementation of the provisions related to annexation of the Property into the City.

Entered into this ____ day of _____, 2016.

Owner (s)


Printed Name: Roy L. Sullivan

City of Leander, Texas

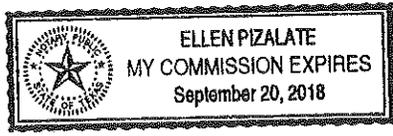
Christopher Fielder, Mayor

STATE OF TEXAS §
COUNTY OF Williamson §

BEFORE ME the undersigned authority on this day personally appeared Roy L Sullivan, II, Owner of the Property, and acknowledged that s/he is fully authorized to execute the foregoing document and that s/he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of July, 2016.

Ellen Pizalate
Notary Public - State of Texas



STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME the undersigned authority on this day personally appeared Christopher Fielder, Mayor, City of Leander, Texas and acknowledged that he is fully authorized to execute the foregoing document and that he executed such document for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2016.

Notary Public - State of Texas

EXHIBIT "A"
Description of the Property

Multiple parcels of land being 259.151 acres out of AW0508 B. O. Payne Survey and 6.8023 acres out of the AW0576 J. F. Smith Survey, WCAD Parcels R022741, R022921, R022922, and R356046, Williamson County Texas, said property being more particularly described in Instrument #1997035428 and #1996020306 filed in the Official Public Records of Williamson County, Texas.

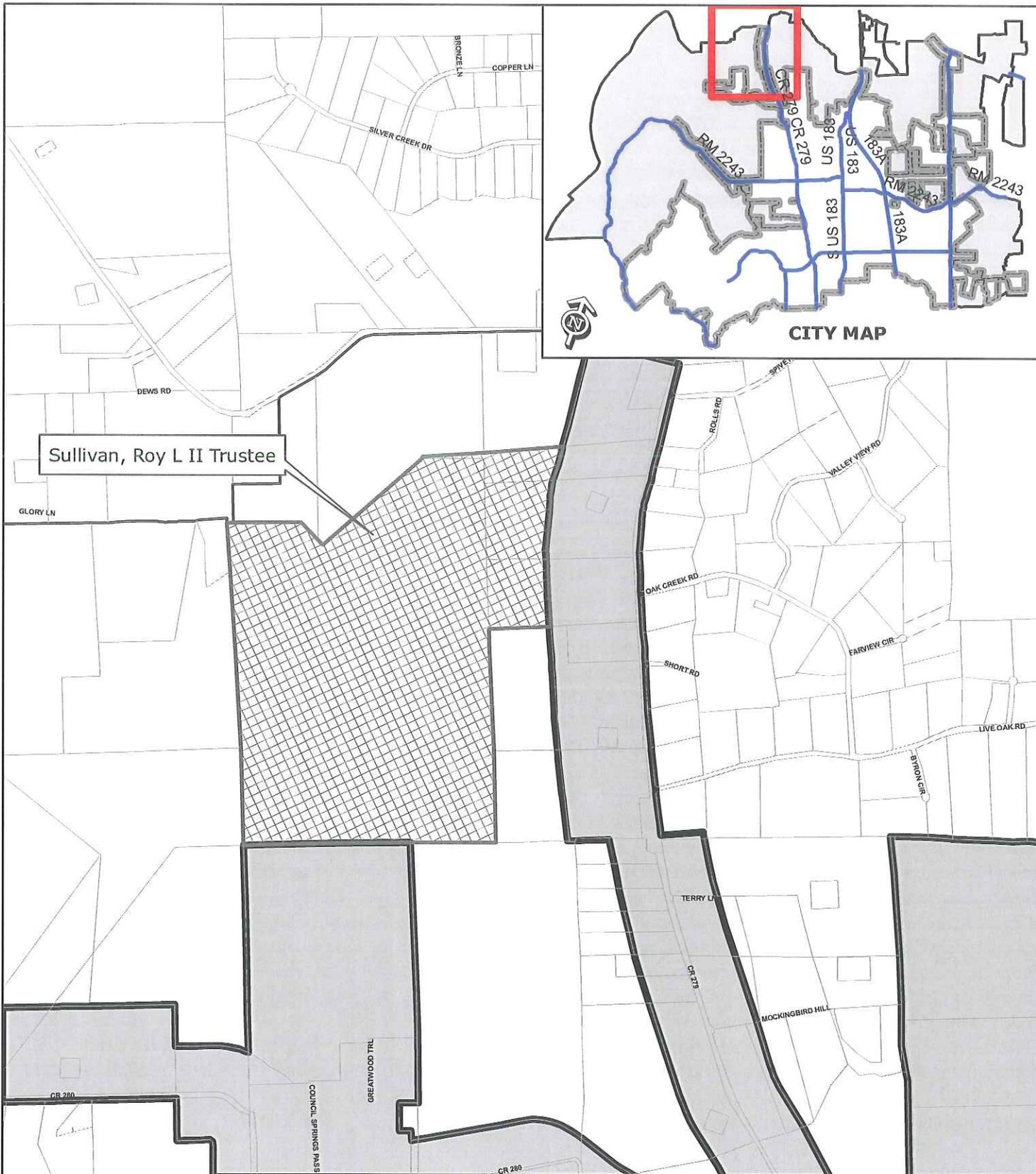


EXHIBIT A

Sullivan, Roy L II Trustee

-  Sullivan, Roy L II Trustee
-  City Limits



0 200 400 600
Feet

PROPERTY DESCRIPTION - R022741, R022921, R022922, R356046

259.151 acres out of AW0508 B. O. Payne Survey and 6.8023 acres out of the AW0576 J. F. Smith Survey, Williamson County Texas, said property being more particularly described in Instrument #1997035428 and #1996020306 filed in the Official Public Records of Williamson County, Texas.



Executive Summary

August 04, 2016

Agenda Subject: Zoning Case 16-Z-014: Hold a public hearing and consider action on the rezoning of several parcels of land located at 8660 183A Toll; 27.285 acres more or less; WCAD Parcels R433144, R519276, and R031359. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban). The applicant is proposing to change the zoning to PUD (Planned Unit Development) with the base zoning districts of LO-2-A (Local Office) and HC-5-D (Heavy Commercial); Leander, Williamson County, Texas.

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

Origination: Applicant: Anthony Shaleesh on behalf of First State Bank Central Texas; T. Gerry Gamble.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended to approve the zoning request with the following condition at the July 28, 2016 meeting:

1. The property to the north of the LO-2-A district is required to be HC-5-C as shown in the attached exhibit.

- Attachments:**
1. Planning Analysis
 2. Current Zoning Map
 3. Future Land Use Map
 4. Notification Map
 5. Proposed Zoning Map
 6. Aerial Map
 7. PUD Notes and Conceptual Site Layout & Land Use Plan
 8. Letter of Intent
 9. Planning & Zoning Commission recommendation
 10. Ordinance
 11. Minutes-Planning & Zoning Commission July 28, 2016

Prepared By:

Tom Yantis, AICP
Assistant City Manager

07/29/2016



PLANNING ANALYSIS

ZONING CASE 16-Z-014 PEC OPERATIONS CENTER PUD REZONING

GENERAL INFORMATION

- Owner:** First State Bank Central Texas (T. Gerry Gamble)
- Current Zoning:** Interim SFR-1-B (Single-Family Rural)
Interim SFS-2-B (Single-Family Suburban)
- Proposed Zoning:** PUD (Planned Unit Development) with the following base zoning districts:
LO-2-A (Local Commercial)
HC-5-D (Heavy Commercial)
- Size and Location:** The property is generally located to the southeast of the intersection of RM 2243 and 183A Toll and includes approximately 27.285 acres.
- Staff Contact:** Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFS-2-B	Undeveloped Land Zoned for Interim Single-Family uses
EAST	SFS-2-B SFR-1-B	Religious Institution
SOUTH	SFR-1-B	Undeveloped Land Zoned for Interim Single-Family uses
WEST	TOD	Undeveloped Land in the Conventional Sector of the TOD

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

LO – LOCAL OFFICE:

Features: Office, assisted living, day care. Hours of operation: 7:00 a.m. to 10:00 Sun.-Thurs., 7:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. Access should be provided by a collector or higher classification street. This component is intended to help provide for land use transitions from local or general commercial or from arterial streets to residential development.

HC – HEAVY COMMERCIAL:

Features: Any use in GC plus commercial laundry, contractor storage yard, lumber yards, indoor manufacture, assembly and processing, mini-warehouse, RV, trailer and boat storage, testing and research, warehouse and distribution, wholesale, wrecker impoundment.

Intent: Development of a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales. Access should be provided by an industrial or commercial collector street.

TYPE 2:

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

Intent:

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

TYPE 5 (non-residential only):

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

Intent:

- (1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.
- (2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, HC or HI use components.

- (3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.

TYPE A:

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

Intent:

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

TYPE D (non-residential only):

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

Intent:

- (1) This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, HC or HI use components.
- (2) This component is not intended to be utilized with the majority of GC districts.
- (3) This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses.
- (4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community’s overall quality of life and economic viability.
- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Mixed Use Corridors are areas along arterials between Centers that have available land and should be developed to preserve the integrity of the corridor and maintain mobility. These corridors include land within approximately 500 feet of the outer edge of the right-of-way (typically one block deep).

ANALYSIS:

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of the Pedernales Electric Cooperative Operations Center. The surrounding properties to the north, east and south are zoned for interim single-family uses. The property to the east is an established religious institution. The properties to the west are undeveloped and are part of the Conventional Development District of the TOD.

A PUD district can be an appropriate district in this situation because it offers the applicant the opportunity to design a zoning district that will provide for a specific use that includes waivers as well as higher design standards.

This property was previously occupied by a commercial office user. The site currently includes a parking area and buildings. This proposal would expand the paving and buildings on the site and will also include warehouse space, renewable energy demonstration area, outdoor storage, and truck parking.

The following base districts have been proposed for this PUD:

- LO-2-A (Local Office)
- HC-5-D (Heavy Commercial)

The LO-2-A district (Local Office) is proposed for the portion of the property adjacent to 183A Toll as shown in the Conceptual Site Layout and Land Use Plan. The main office building and renewable energy demonstration area will be included on this portion of the property. The hours of operation are 7:00 a.m. to 10:00 p.m. Sunday through Thursday and 7:00 a.m. to 11:00 p.m. Friday and Saturday.

The remainder of the property is proposed to be HC-5-D zoning district. This area will allow for outdoor storage, warehouse, mechanic building, and covered parking.

The Type A Architectural Component requires that all structures are eight five (85%) percent masonry and have a minimum of five different design features. The Type D Architectural Component requires that all structures are 60% masonry on street facing walls and 35% overall. Metal walls are permitted on walls that do not face the street.

This application includes the following higher standards and waivers.

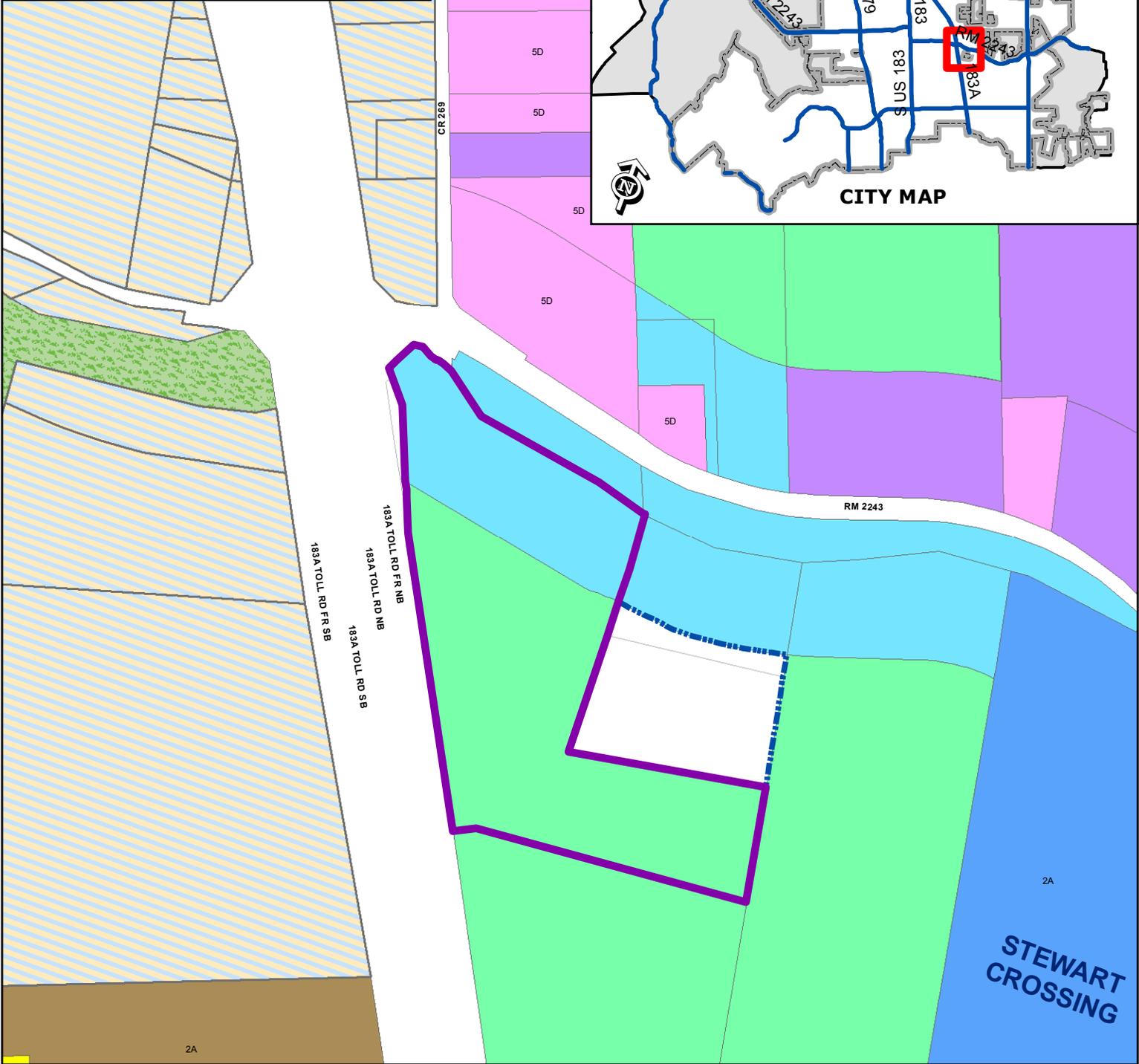
HIGHER STANDARDS	WAIVERS
COMPOSITE ZONING ORDINANCE	
Type A Architectural Component along 183A	-
Masonry Screening Wall	-
LED lighting and decorative poles on site	-
-	Heavy Commercial Zoning
-	Outdoor storage

This property is located within a Mixed Use Corridor. Corridors are the areas between centers that support a broad range of uses and activities, including retail, offices, residential and institutional. They serve as the major links between destinations within a community. Mixed Use Corridors typically have available land and should be developed to preserve the integrity of the corridor and maintain mobility. The compatible use components include LC (Local Commercial) at intersections, LO (Local Office), TF (Two-Family), SFT (Single-Family Townhome), SFL (Single-Family Limited), or PUD (Planned Unit Development). These corridors include land within approximately 500 feet of the outer edge of the right-of-way. This corridor extends along 183A Toll Road to the south along the property.

STAFF RECOMMENDATION:

Staff recommends approval of the PEC Operations Center PUD. This PUD will provide for local office uses along 183A and heavy commercial uses on the remainder of the property. The PUD provides for higher standards including the Type A architectural component and a masonry screening wall that balance the proposed waivers. This request complies with the Comprehensive Plan and the intent statements of the Composite Zoning Ordinance.

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



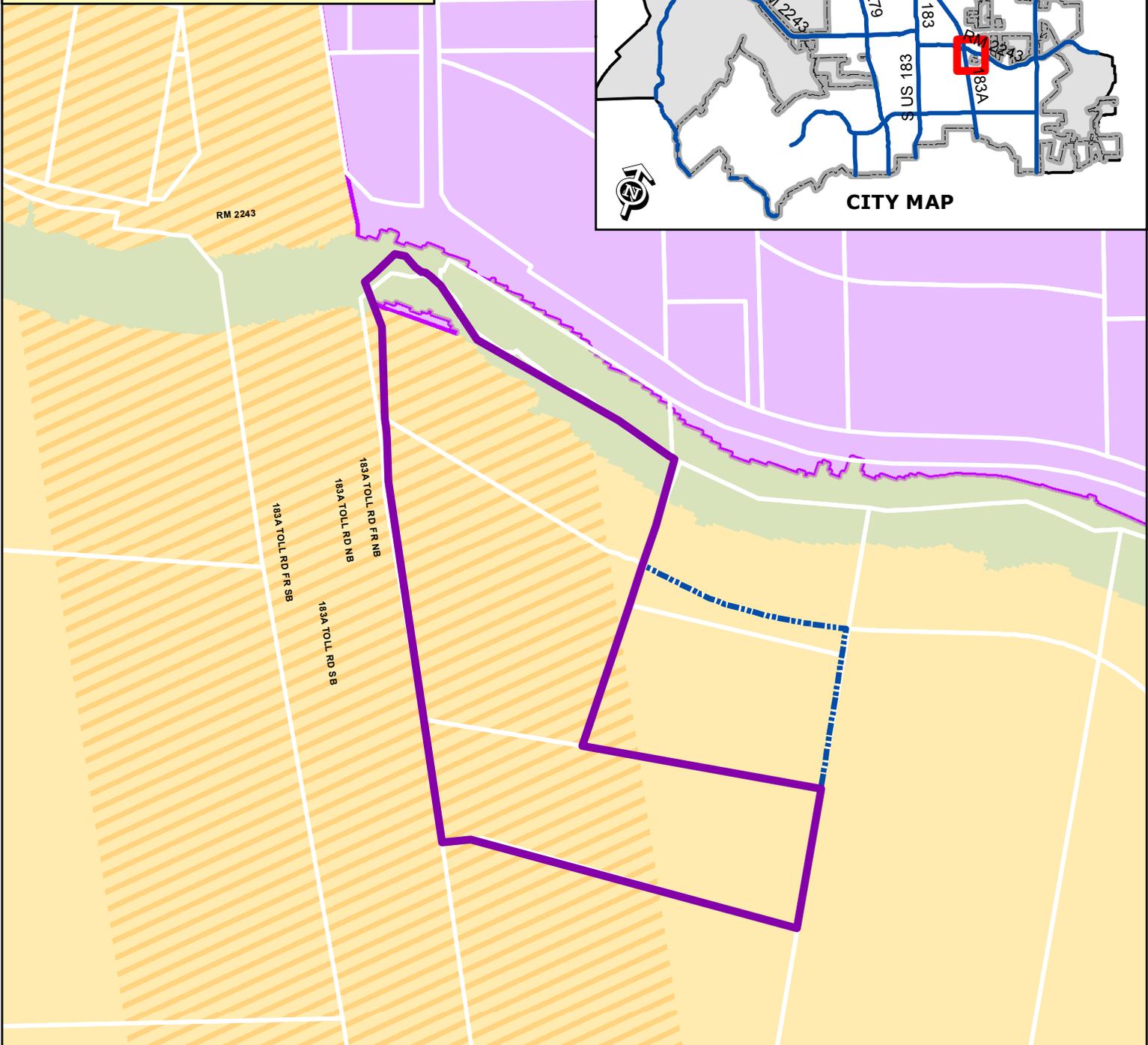
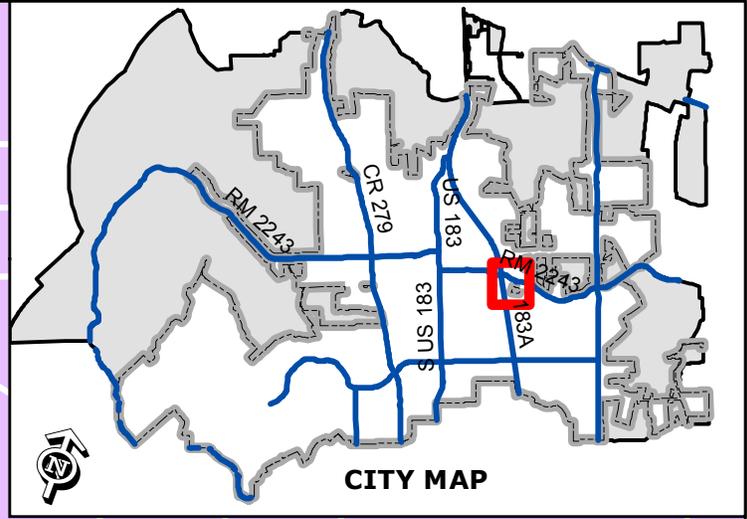
ZONING CASE 16-Z-014 Attachment #2

Current Zoning Map - PEC PUD

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



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ZONING CASE 16-Z-014 Attachment #3

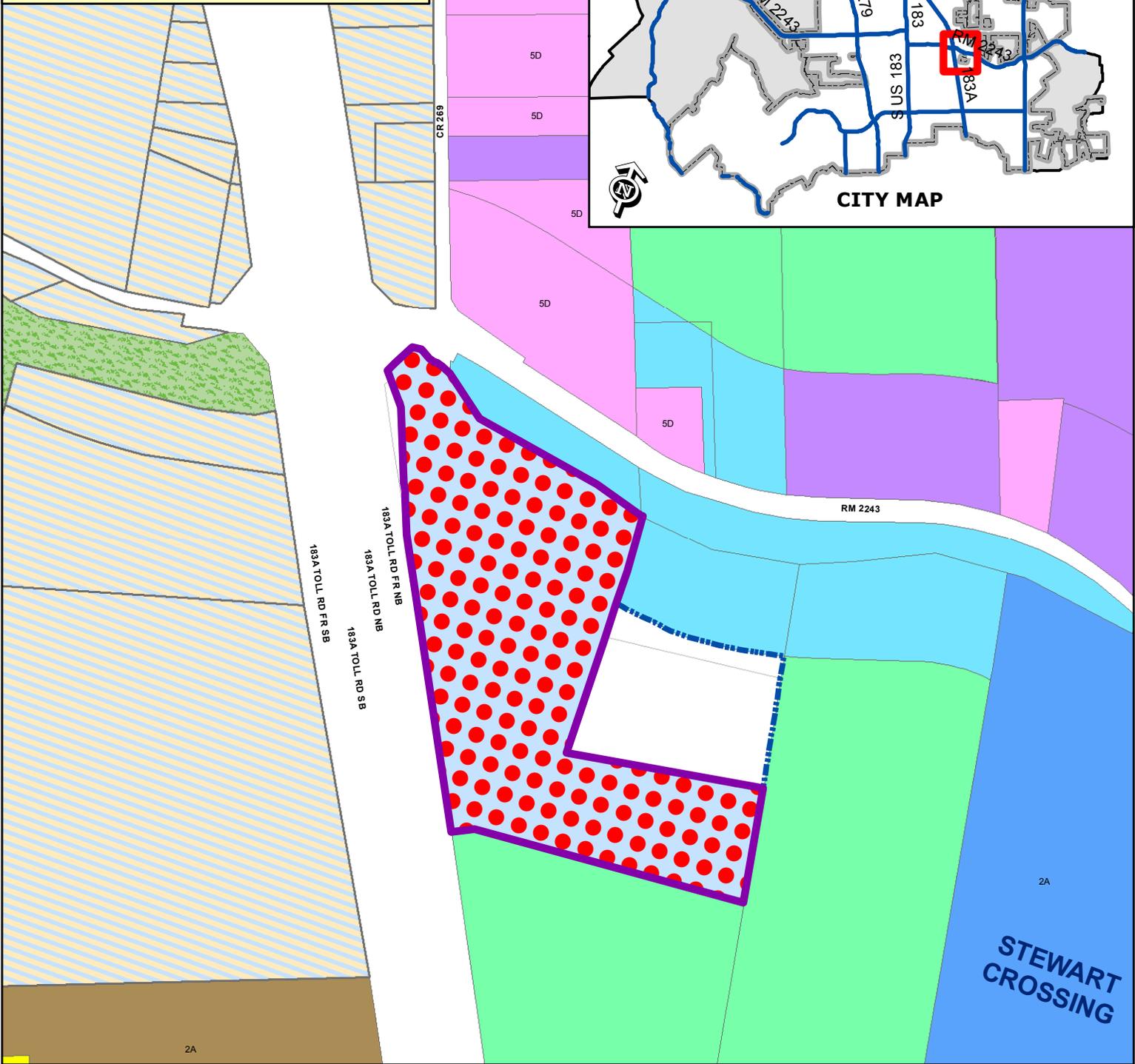
Future Land Use Map - PEC PUD

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





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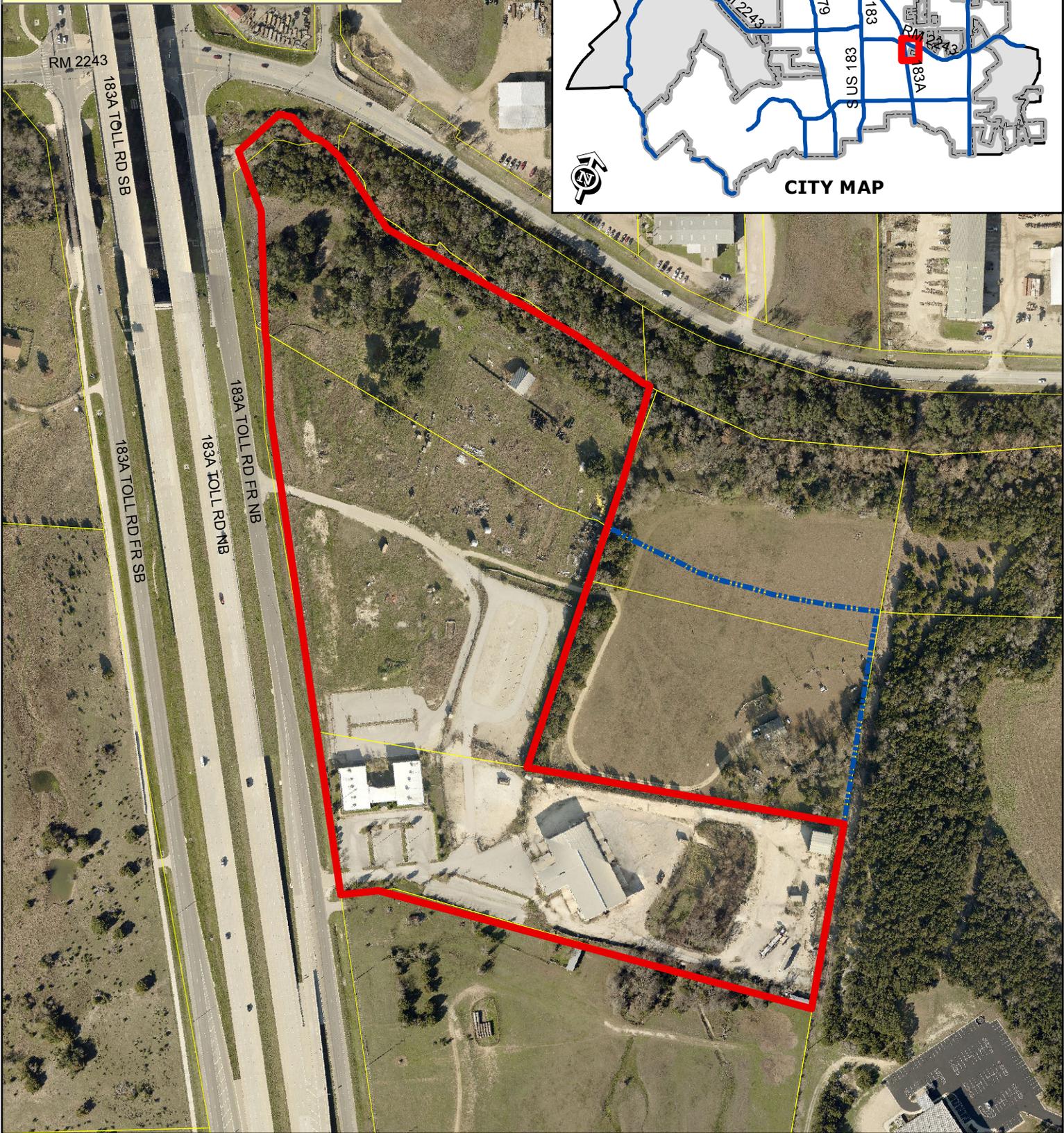
ZONING CASE 16-Z-014 Attachment #5

Proposed Zoning Map - PEC PUD

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



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



ZONING CASE 16-Z-014 Attachment #6

Aerial Exhibit - Approximate Boundaries
PEC PUD



-  Subject Property
-  City Limits

**EXHIBIT A
PEDERNALES ELECTRIC COOPERATIVE OPERATIONS
CENTER PUD**

1. Purpose and Intent

- a. The Pedernales Electric Cooperative (PEC) Operations Center PUD is comprised of approximately 27.285 acres located at the southeast corner of the intersection of Highway 183A Frontage Road and RM 2243 in Leander, Texas, as shown in Exhibit D. The development of this property is an operations center for PEC.
- b. The Pedernales Electric Cooperative (PEC) is proposing to construct a new operations center on this property providing a convenient location for customer service to the growing client base in this area as well as a hub for the maintenance of their facilities.

2. Applicability and Base Zoning

- a. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.
- b. For the purpose of establishing development standards for the PUD, base zoning of LO-2-A (local Office) and HC-5-D (Heavy Commercial) have been selected from the Leander Composite Zoning Ordinance for the development of PEC Leander Operation Center.
- c. PEC Main building will be located within LO-2-A zoning and adjacent to 183A Toll Road. The remainder of the tract will zoned HC-5-D as shown in Exhibit B.

3. Conceptual Site Layout & Land Use Plan

- a. A Conceptual Site Layout and Land Use Plan have been attached to this PUD, Exhibit B, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

4. Allowable Use

- a. The use will be an operations center for Pedernales Electric Cooperative. A typical PEC Operations Center includes the following facilities:
 - 1) Main office building
 - 2) Warehouse building
 - 3) Mechanic's shop building
 - 4) Covered parking for service trucks.
 - 5) Outdoor storage areas for equipment and materials.
 - 6) Renewable Energy demonstration area.

5. **Development Design Standards**

- a. PEC is proposing to comply with the City of Leander Development design standards as modified by this PUD to allow the development of the site as shown in Exhibit B Conceptual Site Layout and Land Use Plan.

6. **Architectural Standards**

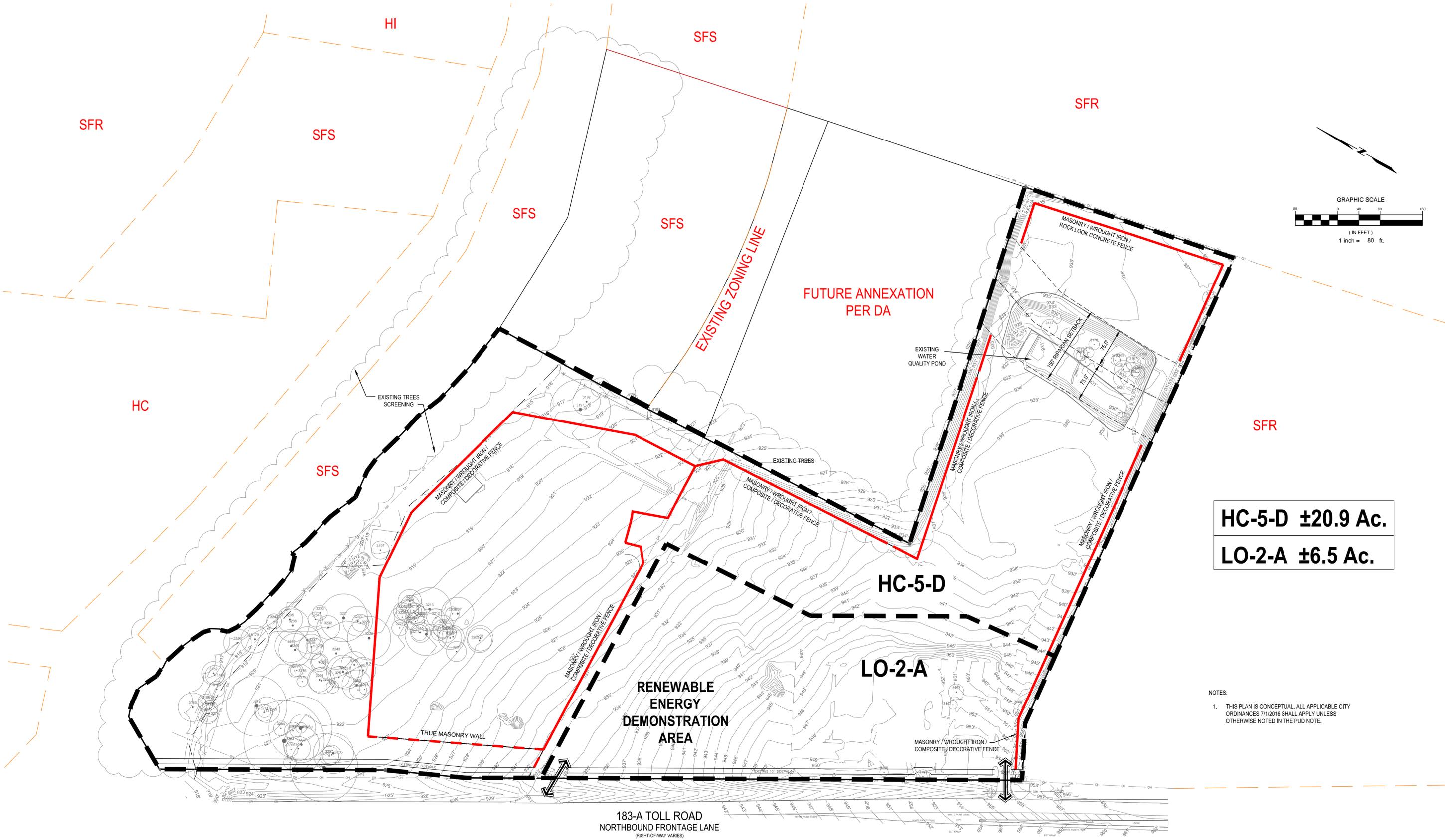
- a. The structures located within the LO-2-A area shown on Exhibit B shall substantially comply with the elevations shown in Exhibit C.

7. **Screening & Landscaping**

- a. A six (6') foot tall masonry wall will be constructed along 183A Toll as shown in Exhibit B. This wall shall be comprised of brick, stone, or stucco. Landscaping as required by the ordinance will be provided between the roadway and the screening wall.
- b. All other screening walls identified in Exhibit B shall be comprised of masonry, decorative concrete panels, or wrought iron/decorative tubular metal.
- c. The development shall comply with the applicable Landscape Requirements for LO and HC.

8. **Lighting**

- a. Parking lot lighting shall be LED and have decorative poles.



HC-5-D ±20.9 Ac.
LO-2-A ±6.5 Ac.

NOTES:
 1. THIS PLAN IS CONCEPTUAL. ALL APPLICABLE CITY ORDINANCES 7/1/2016 SHALL APPLY UNLESS OTHERWISE NOTED IN THE PUD NOTE.

Exhibit B Conceptual Site Layout and Land Use Plan

CA Cunningham | Allen, Inc.
 Engineers • Surveyors • Planners
 Tel: (512) 327-2946
 www.cunningham-allen.com
 TBPE REG. NO. F-284
 TBPLS FIRM NO. 10000900
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NORTHWEST OPERATIONS CENTER - MARBLE FALLS DISTRICT OFFICE

PEDERNALES ELECTRIC COOPERATIVE, INC.

EXHIBIT C ARCHITECTURAL RENDERING





June 6, 2016

Ms. Robin Griffin, AICP
Senior Planner
City of Leander
114 N. Brushy Street
Leander, Texas 78641

RE: PEC Leander Operations Center
PUD Zoning Letter of Intent
CAI Project No. : 640.0101

Dear Ms. Griffin:

Please accept this Letter of Intent to propose a PUD zoning for the above referenced project.

The property consists of 27.285 acres located at the southeast corner of the intersection of Highway 183A Frontage Road and FM 2243 in Leander, Texas.

The Pedernales Electric Cooperative (PEC) is proposing to construct a new operations center on this property providing a convenient location for customer service to the growing client base in this area as well as a hub for the maintenance of their facilities.

When in full operation, this center will provide approximately 100 - 150 new jobs at varying skill levels to include engineering, renewables, contact center, member services and operations personnel.

As shown on the attached renderings of a similar facility being constructed in Marble Falls, PEC has recently upgraded the design of their facilities to use higher architectural standards.

A typical PEC Operations Center includes the following facilities:

- Main office building: Two-story building housing offices, engineering, customer service, meeting rooms, etc., and connected to drive-through service.
- Warehouse building.
- Mechanic's shop building.
- Restroom building.
- Covered parking for service trucks.
- Warehouse building.
- Open storage areas for poles and other equipment and electrical components.

In addition to the above referenced new facilities and buildings, PEC wishes to keep one of the existing buildings as shown on the attached exhibit as it would be useful for the center's operations.

The property is currently zoned Interim SFR-1-B and is located within a Mixed Use Corridor. This corridor allows for LC (Local Commercial) at intersections, LO (Local Office), TF (Two-Family), SFT (Single-Family Townhouse), SFL (Single-Family Limited) or PUD (Planned Unit Development).

The uses allowed with the above classifications do not include the type of outdoor storage needed for the proposed operations center. City staff proposed that a PUD Zoning, combining higher standards in the more visible areas of the site and more flexible standards, with adequate screening, in the areas that are less visible.

Located across FM 2243 from the site, are several properties zoned HC (Heavy Commercial) and HI (Heavy Industrial) where uses similar to those proposed for PEC are allowed.

It is important to note that the site is an abandoned contractor's yard. In its current state, evidence of the sudden abandonment due to bankruptcy is visible throughout the site as pieces of equipment and debris are strewn around rendering it very unsightly. Furthermore, when it was developed by the original owner, the property was outside the City's full jurisdiction and as such, minimal development standards applied. The original owner did obtain a Contributing Zone Plan (CZP) from TCEQ and construct a water quality pond along the stream that traverses the site at its east side.

PEC's goal is to work with the City of Leander to develop a PUD zoning that would be suitable for the proposed uses and compatible with its surrounding, while substantially improving the conditions of the existing site.

For that purpose the following is being proposed:

For the more visible area fronting Highway 183A:

- Use Component: Local Office
- Site Component: Type 2
- Architectural Component: Type A

For the less visible areas:

- Use Component: Heavy Commercial
- Site Component: Type 5
- Architectural Component; Type D

Along with the above, we are proposing the following enhancements:

- Use the more restrictive building setbacks around the site.
- Provide screening to complement the existing natural vegetative screening.
- Analyze the existing water quality pond and update as necessary.
- Enhance the area around the existing stream.

In summary, due to the convenient location of the site at the intersection of two main roadways, its vicinity to both industrial and residential zoning classifications, the existence of a natural vegetative buffer that can be incorporated into the design, and the proposed improvements to its current conditions, we feel that a mutually agreeable PUD would be beneficial for both the residents of Leander and PEC by providing a convenient service location and the potential of added employment.

We respectfully request input from staff to develop a PUD that would have the needed support as it goes forward through the process.

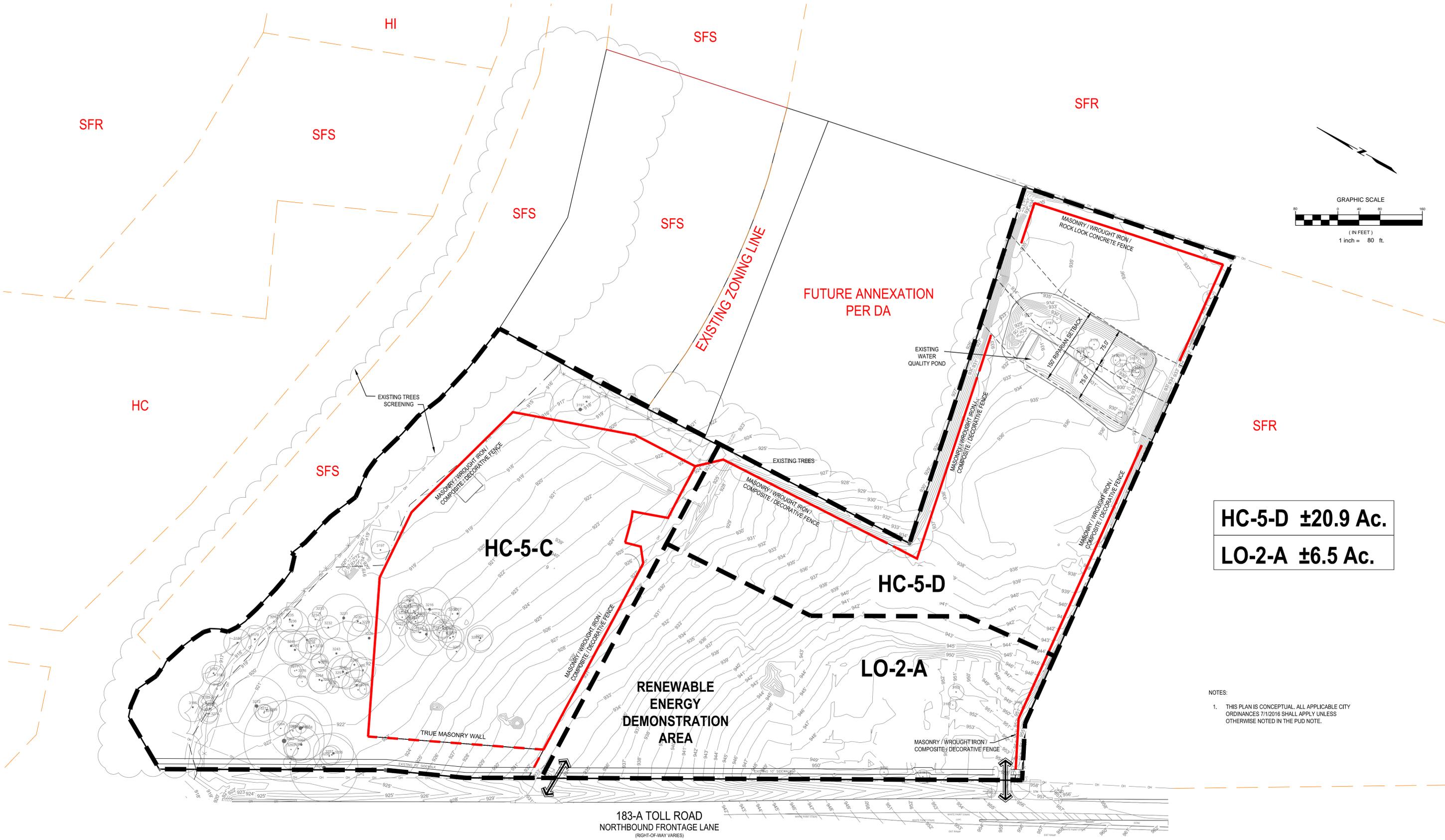
Should you have any questions or require additional information, please feel free to contact me.

Sincerely,

CUNNINGHAM | ALLEN, INC.



Anthony Shaleesh, P.E., C.F.M.
Vice President



HC-5-D ±20.9 Ac.
LO-2-A ±6.5 Ac.

NOTES:
 1. THIS PLAN IS CONCEPTUAL. ALL APPLICABLE CITY ORDINANCES 7/1/2016 SHALL APPLY UNLESS OTHERWISE NOTED IN THE PUD NOTE.

183-A TOLL ROAD
 NORTHBOUND FRONTAGE LANE
 (RIGHT-OF-WAY VARIES)

Exhibit 9 P&Z Commission Recommendation

CA Cunningham | Allen, Inc.
 Engineers • Surveyors • Planners
 Tel: (512) 327-2946
 www.cunningham-allen.com
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 TBPLS FIRM NO. 10000900
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NORTHWEST OPERATIONS CENTER - MARBLE FALLS DISTRICT OFFICE

PEDERNALES ELECTRIC COOPERATIVE, INC.

EXHIBIT C ARCHITECTURAL RENDERING



ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND SFS-2-B (SINGLE-FAMILY SUBURBAN) TO PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICTS OF LO-2-A (LOCAL OFFICE) AND HC-5-D (HEAVY COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 27.285 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "D", generally located to the southeast of the intersection of 183A Toll Road and RM 2243; legally described as 27.285 acres more or less out of the Elijah D. Harmon Survey, Abstract No. 6; more particularly described in Instrument Numbers 2013000178 and 2013000180 recorded in the Official Public Records of Williamson County, Texas, and identified by tax identification numbers R433144, R519276, and R031359.

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to PUD (Planned Unit Development) with the base zoning districts of LO-2-A (Local Office) and HC-5-D (Heavy Commercial); known as the PEC Operations Center PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", "C", and "D" which are hereby adopted and incorporated

herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 4th day of August, 2016.
FINALLY PASSED AND APPROVED on this the 18th day of August, 2016.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

**EXHIBIT A
PEDERNALES ELECTRIC COOPERATIVE OPERATIONS
CENTER PUD**

1. Purpose and Intent

- a. The Pedernales Electric Cooperative (PEC) Operations Center PUD is comprised of approximately 27.285 acres located at the southeast corner of the intersection of Highway 183A Frontage Road and RM 2243 in Leander, Texas, as shown in Exhibit D. The development of this property is an operations center for PEC.
- b. The Pedernales Electric Cooperative (PEC) is proposing to construct a new operations center on this property providing a convenient location for customer service to the growing client base in this area as well as a hub for the maintenance of their facilities.

2. Applicability and Base Zoning

- a. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.
- b. For the purpose of establishing development standards for the PUD, base zoning of LO-2-A (local Office) and HC-5-D (Heavy Commercial) have been selected from the Leander Composite Zoning Ordinance for the development of PEC Leander Operation Center.
- c. PEC Main building will be located within LO-2-A zoning and adjacent to 183A Toll Road. The remainder of the tract will zoned HC-5-D as shown in Exhibit B.

3. Conceptual Site Layout & Land Use Plan

- a. A Conceptual Site Layout and Land Use Plan have been attached to this PUD, Exhibit B, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

4. Allowable Use

- a. The use will be an operations center for Pedernales Electric Cooperative. A typical PEC Operations Center includes the following facilities:
 - 1) Main office building
 - 2) Warehouse building
 - 3) Mechanic's shop building
 - 4) Covered parking for service trucks.
 - 5) Outdoor storage areas for equipment and materials.
 - 6) Renewable Energy demonstration area.

5. **Development Design Standards**

- a. PEC is proposing to comply with the City of Leander Development design standards as modified by this PUD to allow the development of the site as shown in Exhibit B Conceptual Site Layout and Land Use Plan.

6. **Architectural Standards**

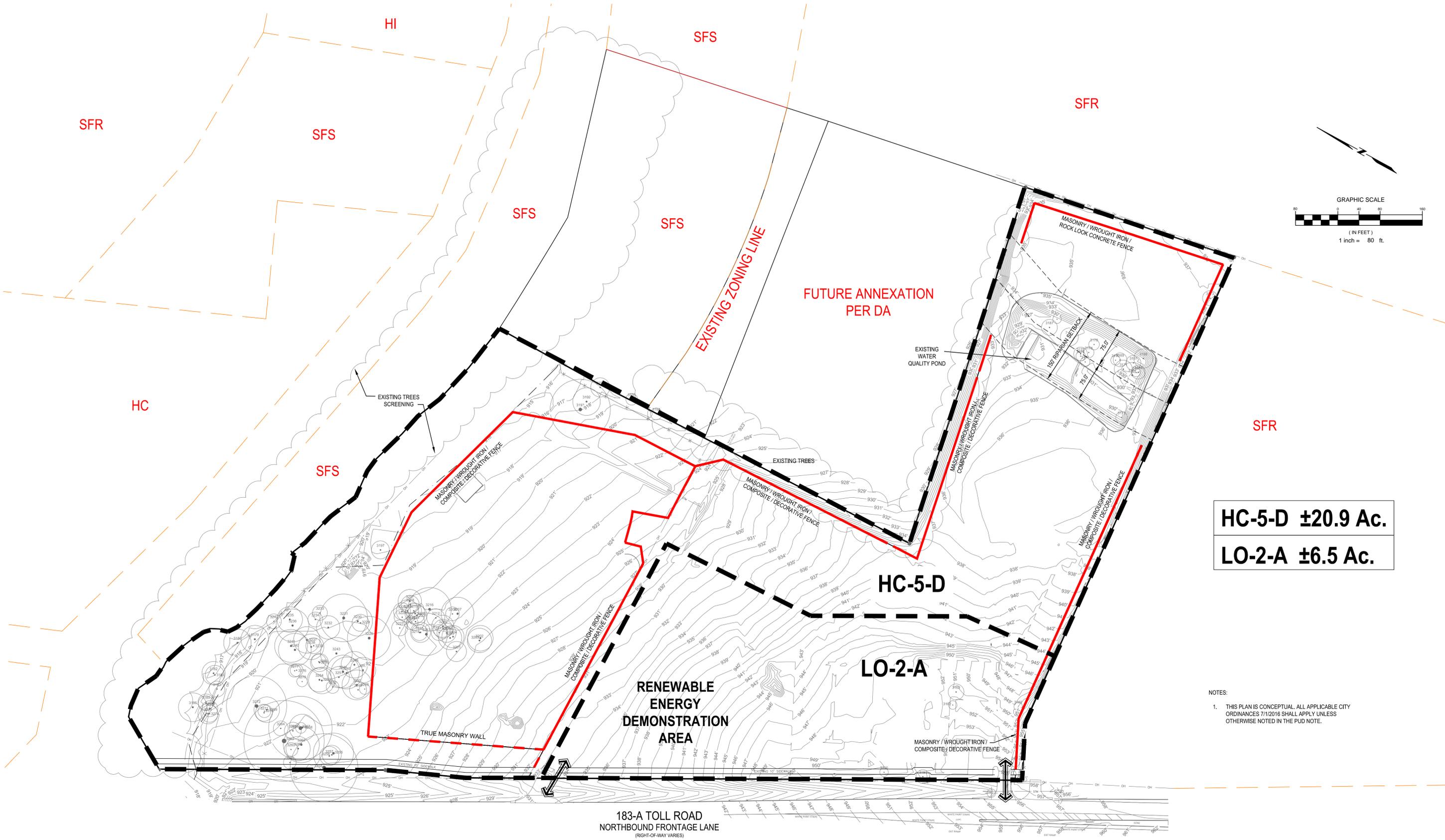
- a. The structures located within the LO-2-A area shown on Exhibit B shall substantially comply with the elevations shown in Exhibit C.

7. **Screening & Landscaping**

- a. A six (6') foot tall masonry wall will be constructed along 183A Toll as shown in Exhibit B. This wall shall be comprised of brick, stone, or stucco. Landscaping as required by the ordinance will be provided between the roadway and the screening wall.
- b. All other screening walls identified in Exhibit B shall be comprised of masonry, decorative concrete panels, or wrought iron/decorative tubular metal.
- c. The development shall comply with the applicable Landscape Requirements for LO and HC.

8. **Lighting**

- a. Parking lot lighting shall be LED and have decorative poles.



HC-5-D ±20.9 Ac.
LO-2-A ±6.5 Ac.

NOTES:
 1. THIS PLAN IS CONCEPTUAL. ALL APPLICABLE CITY ORDINANCES 7/1/2016 SHALL APPLY UNLESS OTHERWISE NOTED IN THE PUD NOTE.

Exhibit B Conceptual Site Layout and Land Use Plan

CA Cunningham | Allen, Inc.
 Engineers • Surveyors • Planners
 Tel: (512) 327-2946
 www.cunningham-allen.com
 TBPE REG. NO. F-284
 TBPLS FIRM NO. 10000900
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NORTHWEST OPERATIONS CENTER - MARBLE FALLS DISTRICT OFFICE

PEDERNALES ELECTRIC COOPERATIVE, INC.

EXHIBIT C ARCHITECTURAL RENDERING



document. The homes on the north side of the road adjacent to Garey Park shall be alley loaded.

3. The parkland adjacent to Garey Park shall be a minimum of 25 feet deep in order to allow for the trail corridor and landscaping on both sides.
4. Residential lots adjacent to the Gabriel's Overlook Subdivision on the east side of the subdivision are limited to SFS-2-A.

Commissioner Cotten seconded the motion. Motion passed 5 to 1 with Vice Chair Allen opposing. Vice Chair Allen opposed because of the neighborhood response to the request and drainage/flooding concerns.

- 10) **Zoning Case 16-Z-014:** Hold a public hearing and consider action on the rezoning of several parcels of land located at 8660 183A Toll; 27.285 acres more or less; WCAD Parcels R433144, R519276, and R031359. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban). The applicant is proposing to change the zoning to PUD (Planned Unit Development) with the base zoning districts of LO-2-A (Local Office) and HC-5-D (Heavy Commercial); Leander, Williamson County, Texas. Applicant: Anthony Shaleesh on behalf of First State Bank Central Texas; T. Gerry Gamble.

a) Staff Presentation

Robin Griffin, Senior Planner, discussed the proposed zoning request.

b) Applicant Presentation

Anthony Shaleesh was available for questions.

c) Open Public Hearing

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

d) Close Public Hearing

Chair Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the zoning request to PUD (Planned Unit Development) with the base zoning districts of LO-2-A (Local Office) and HC-5-D (Heavy Commercial) with the following condition:

1. The property to the north of the LO-2-A district is required to be HC-5-C as shown in the attached exhibit (Attachment 9).

Commissioner Means seconded the motion. Motion passed unanimously.

11) Meeting Adjourned at 9:03 pm

Chairman Sokol

ATTEST:

Ellen Pizalate, Secretary



Executive Summary

August 04, 2016

Agenda Subject: Zoning Case 16-Z-008 & Subdivision Case 16-CP-001: Hold a public hearing and consider action on the rezoning and approval of the Bluffview Concept Plan and PUD zoning of several parcels of land located at 500 Bradley Ranch Road; 182.84 acres more or less; WCAD Parcels R419667, R419674, R310769, R489944, R031231, R339021, and R403529. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural). The applicant is proposing to change the zoning to PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), SFU-2-A (Single-Family Urban), and SFC-2-A (Single-Family Compact); Leander, Williamson County, Texas.

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

Origination: Applicant/Agent: Carlson, Brigance & Doering (Geoff Guerrero) on behalf of Development Solutions Bradley, LLC.

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission recommended approval of the request with the following conditions with a 5 to 1 vote (Commissioner Allen opposing) at the July 29, 2016 meeting:

1. The proposed combination landscape fence wall located along the collector is solid masonry where homes back up to the roadway on the northside. The combination landscape fence wall is permitted adjacent to the linear park on the south side.
2. The road along the south side of the subdivision adjacent to Garey Park shall be designed substantially similar to the attached exhibit (Attachment 10) which exhibit shall be incorporated into the PUD document. The homes on the north side of the road adjacent to Garey Park shall be alley loaded. The parkland adjacent to Garey Park shall be a minimum of 25 feet deep in order to allow for the trail corridor and landscaping on both sides.

AGENDA ITEM # 13

3. Residential lots adjacent to the Gabriel's Overlook Subdivision on the east side of the subdivision are limited to SFS-2-A.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. PUD Notes and Conceptual Site Layout & Land Use Plan
8. Letter of Intent
9. Neighborhood Correspondence
10. Planning & Zoning Commission Exhibit
11. Ordinance
12. Minutes-Planning & Zoning Commission July 28, 2016

Prepared By:

Tom Yantis, AICP
Assistant City Manager

07/29/2016



PLANNING ANALYSIS

ZONING CASE 16-Z-008 CONCEPT PLAN 16-CP-001 BLUFFVIEW PUD REZONING & CONCEPT PLAN

GENERAL INFORMATION

- Owner:** Development Solutions Bradley, LLC.
- Current Zoning:** Interim SFR-1-B (Single-Family Rural)
- Proposed Zoning:** PUD (Planned Unit Development) with the following base zoning districts:
SFS-2-A (Single-Family Suburban)
SFU-2-A (Single-Family Urban)
SFC-2-A (Single-Family Compact)
- Size and Location:** The property is located at 500 Bradley Ranch Road and includes approximately 182.84 acres.
- Staff Contact:** Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	OCL	Land Located in the ETJ – Ranch Sienna Subdivision
EAST	OCL	Land Located in Georgetown ETJ – Gabriel’s Overlook Subdivision
SOUTH	OCL	Land Located in Georgetown ETJ – Undeveloped & Garey Park
WEST	SFR-1-B	Undeveloped Land Zoned Interim Residential
	GC-3-C	Proposed Valley Vista Subdivision Undeveloped Land Zoned Commercially

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for a walkable, pedestrian friendly neighborhood. The contents of this PUD further explain and illustrate the overall appearance and function desired for this community. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit B, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plan depicts a mix of residential products and open space areas that are contemplated within the community. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

USE COMPONENT**SFS – SINGLE FAMILY SUBURBAN:**

Features: 9,000 sq. ft. lot min.; 1,500 sq. ft. living area min.

Intent: Development of single-family detached dwellings on intermediate suburban standard sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with intermediate lot sizes.

SFU – SINGLE FAMILY URBAN:

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

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

SFC – SINGLE FAMILY COMPACT:

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

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

SITE COMPONENT

TYPE 2:

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

Intent:

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

ARCHITECTURAL COMPONENT

TYPE A:

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

Intent:

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

COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Enhance Leander's public spaces to create and link destinations.
- Create strong neighborhoods with a variety of housing choices.

ANALYSIS:

The applicant is requesting the PUD (Planned Unit Development) district in order to allow for the development of a mixed residential community that will include a variety of housing types. The proposal includes detached residential lot widths ranging from as narrow as fifty (50') feet to over seventy (70') feet wide. The applicant has incorporated the mixture of residential districts in a well-integrated neighborhood plan providing a variety of lot sizes within the same neighborhood.

The PUD proposal includes the following base zoning districts:

- SFS-2-A (Single-Family Suburban)
- SFU-2-A (Single-Family Urban)
- SFC-2-A (Single-Family Compact)

The surrounding properties to the north, east and south are located outside the City Limits. The property to the north is the Rancho Sienna Subdivision and to the east is the Gabriel's Overlook Subdivision. The property to the west is undeveloped and zoned interim SFR-1-B (Single-Family Rural) and GC-3-C (General Commercial). The proposed Valley Vista Subdivision is located on the west side of Ronald W. Reagan Blvd.

A PUD district can be an appropriate district in this situation because it offers the applicant the opportunity to design a zoning district that will provide for a specific use that includes waivers as well as higher design standards. This PUD will allow flexibility in the location of the different residential lot sizes.

DISTRICT	LOT WIDTH	PERCENTAGE
SFS-2-A	70'	Minimum of 20%
SFU-2-A	60'	Minimum of 30%
SFC-2-A	50'	Maximum of 35%

The Type A Architectural Component requires that all structures are eight five (85%) percent masonry and have a minimum of five different design features.

This PUD does not permit the single-family lots to back up to Gary Park. A road will be constructed along the boundary thus allow the homes to face the park. A trail system is proposed connecting the Rancho Sienna subdivision through Bluffview to Gary Park. This configuration will allow for the view of the park to be shared by all residents instead of limited to some backyards.

In addition, the applicant has requested a waiver to the Riparian Corridor setback requirements that would allow for buffer averaging. The intent is to preserve as much of the natural corridor as possible. Encroachments will be permitted, however, extra land will be provided to aid in the preservation of the corridor.

The proposed detention pond will be constructed of sloped earthen berms and not concrete walls. The earthen berms will create a more natural looking feature and could be an amenity to the subdivision.

This application includes the following higher standards and waivers.

HIGHER STANDARDS	WAIVERS
COMPOSITE ZONING ORDINANCE	
Type A Architectural Component	-
Prohibiting lots from backing up to Garey Park	-
Natural detention pond (no concrete walls)	-
Trail system connecting the subdivision to the Park	-
-	Flexibility in the location of the different lot sizes
-	Riparian Corridor averaging
	Reducing the screening wall requirement

This property is located within the Neighborhood Residential Land Use category as identified by the Future Land Use Plan. The intent of this category is to accommodate a variety of housing types. The density and mix of housing types is dependent on a number of suitability factors including environmental constraints (such as steep topography and floodplain), the availability of sewer infrastructure, proximity to neighborhood and community centers, existing and planned parks and recreation sites, schools, and the road network.

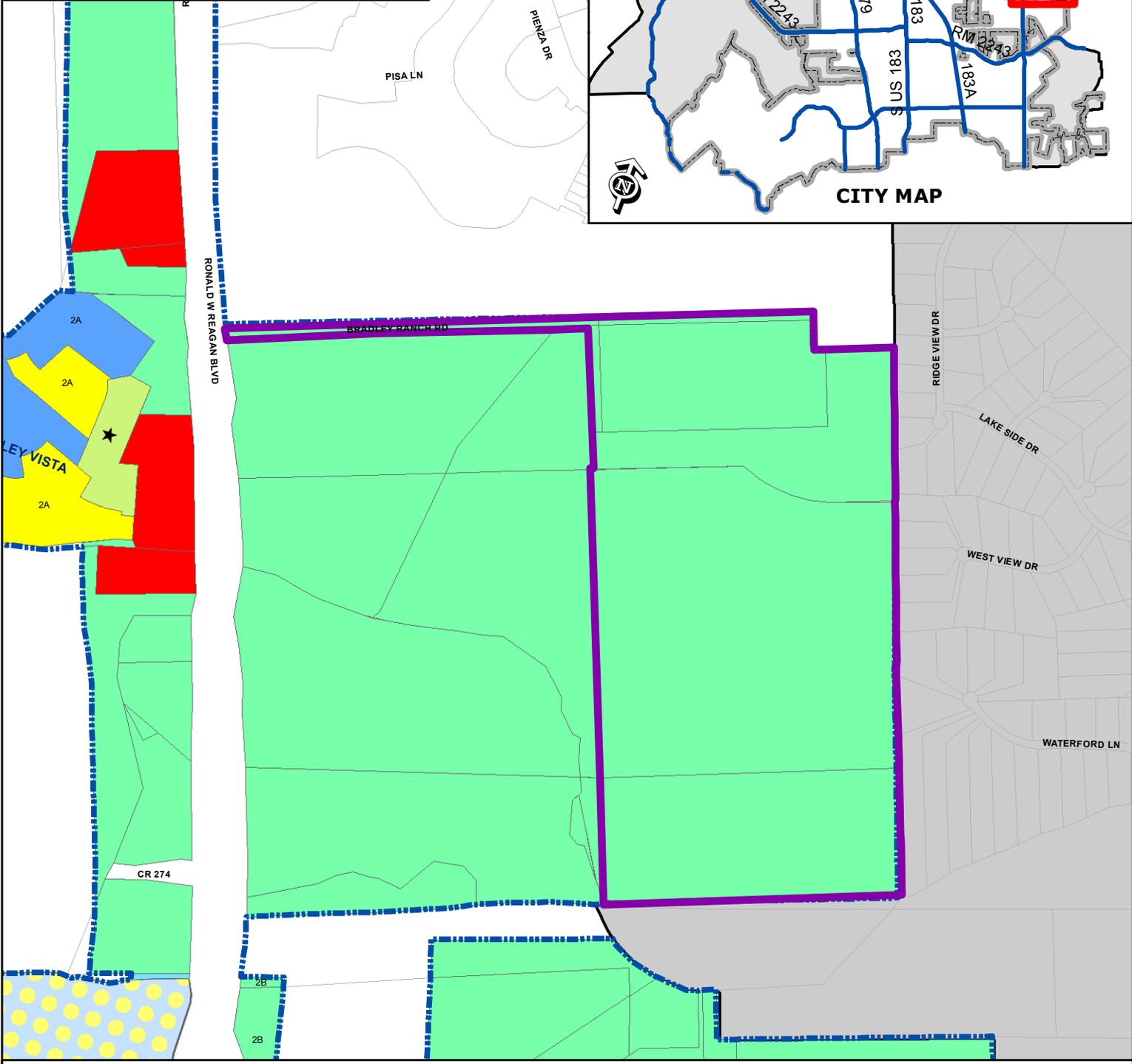
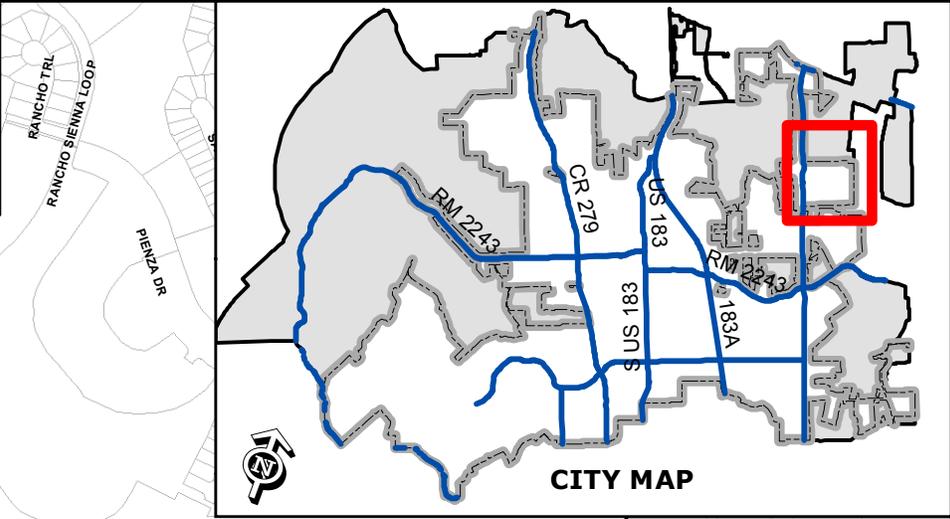
STAFF RECOMMENDATION:

Staff recommends approval of the Bluffview PUD with the following condition:

1. The proposed combination landscape fence wall located along the collector is solid masonry where homes back up to the roadway.

The proposed PUD promotes more flexibility with the location of the single-family districts, high architectural standards, and a trail system to provide connectivity throughout the subdivision. This application effectively utilizes composite zoning to incorporate a variety of lot sizes while maintaining high form standards. The requested PUD meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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



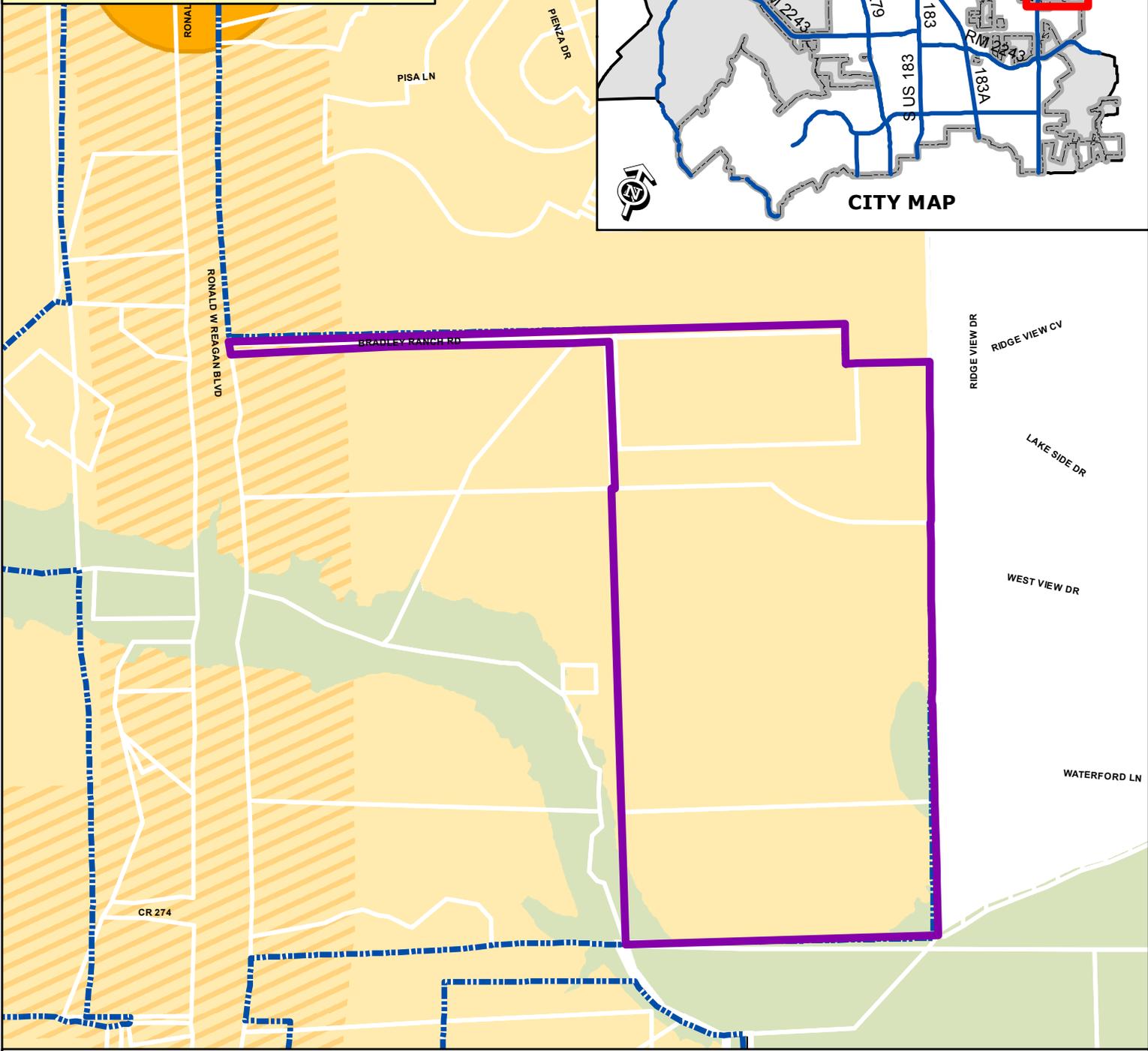
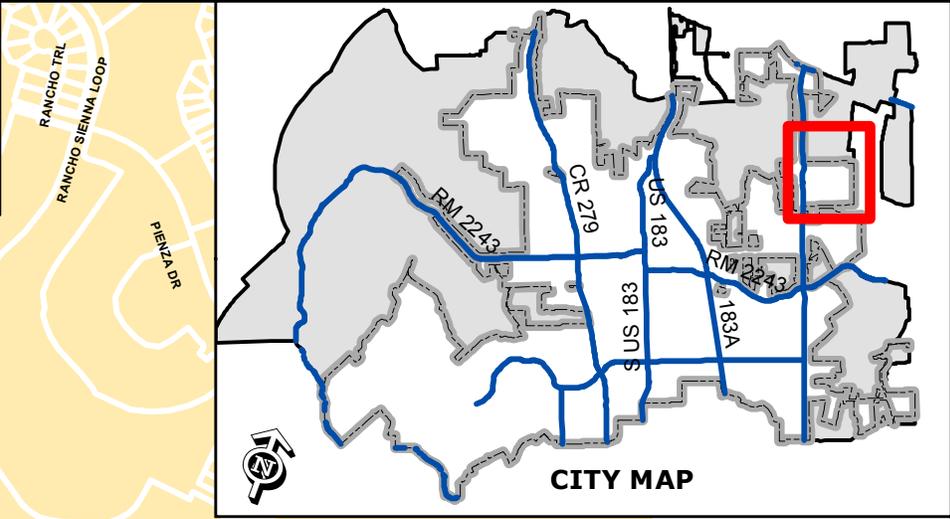
ZONING CASE 16-Z-008 Attachment #2

Current Zoning Map - Bluffview PUD

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



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ZONING CASE 16-Z-008 Attachment #3

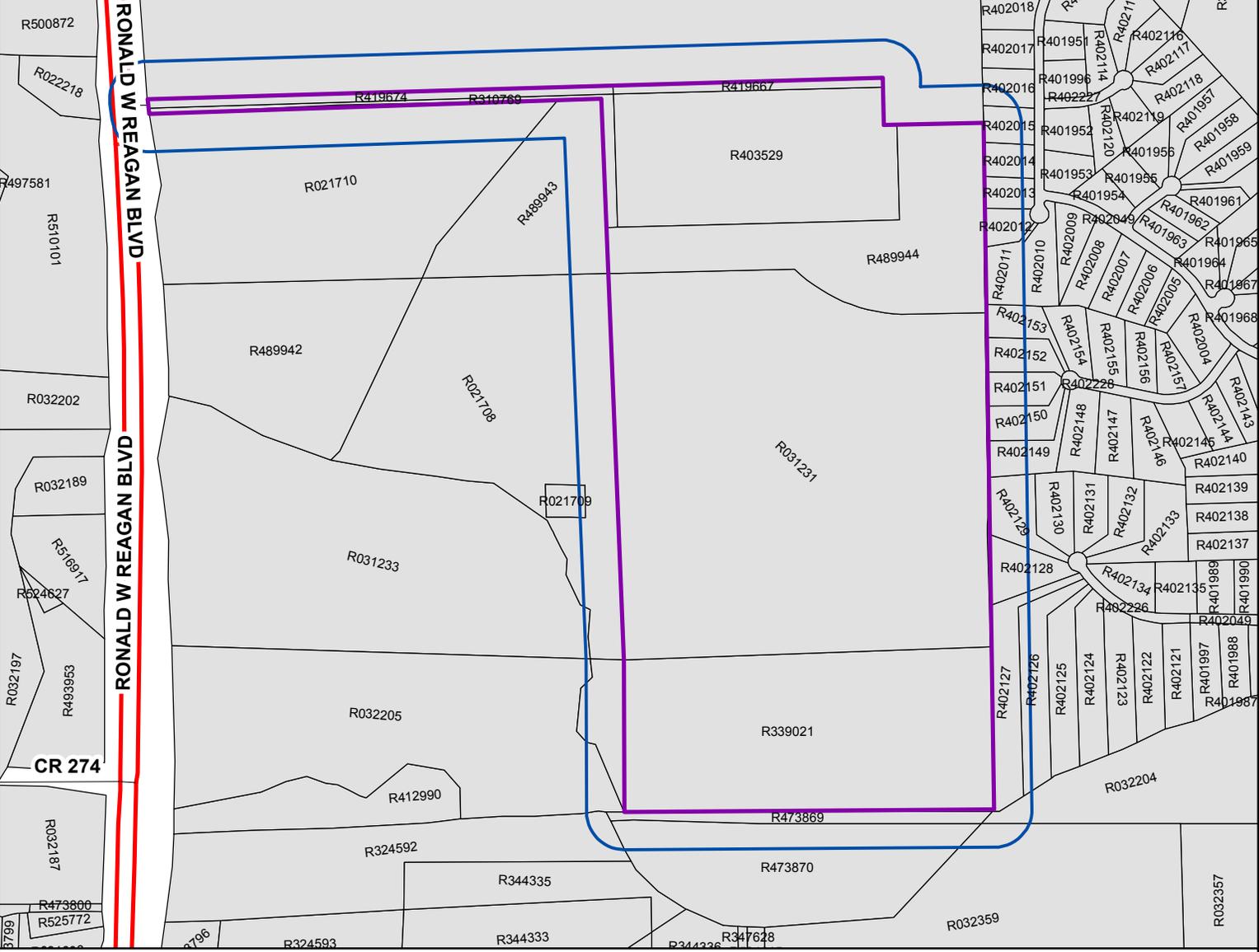
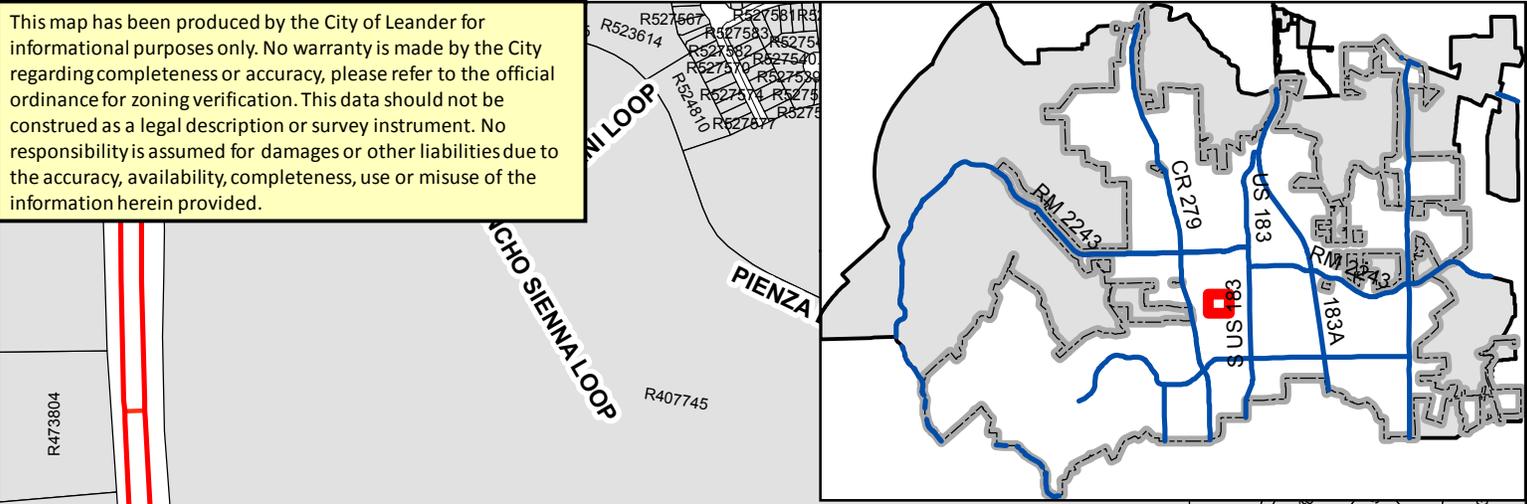
Future Land Use Map - Bluffview PUD

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



0 200
Feet

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

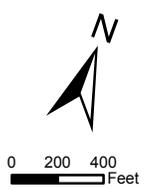


ZONING & Concept Plan CASES 16-Z-008; 16-CP-001

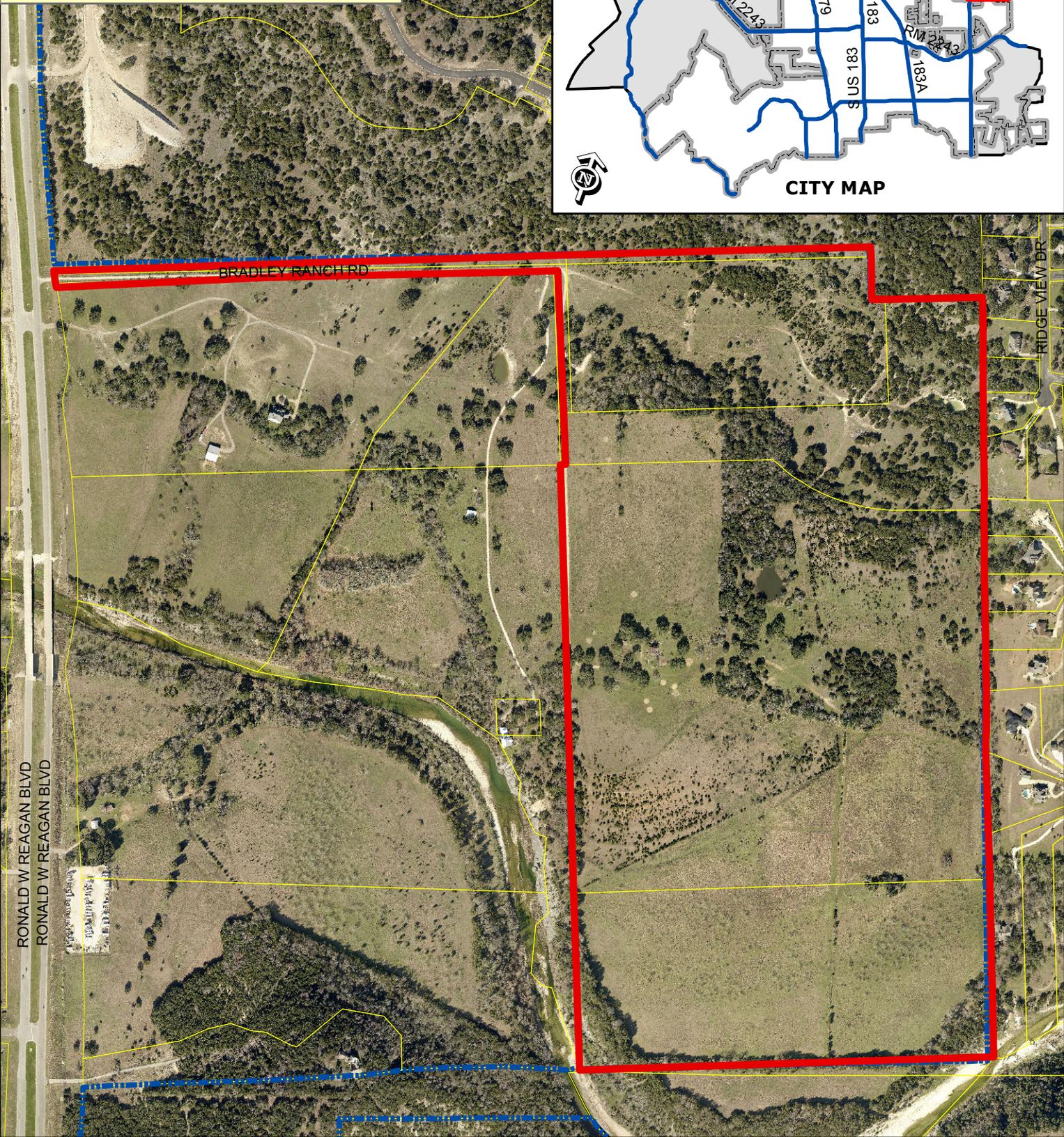
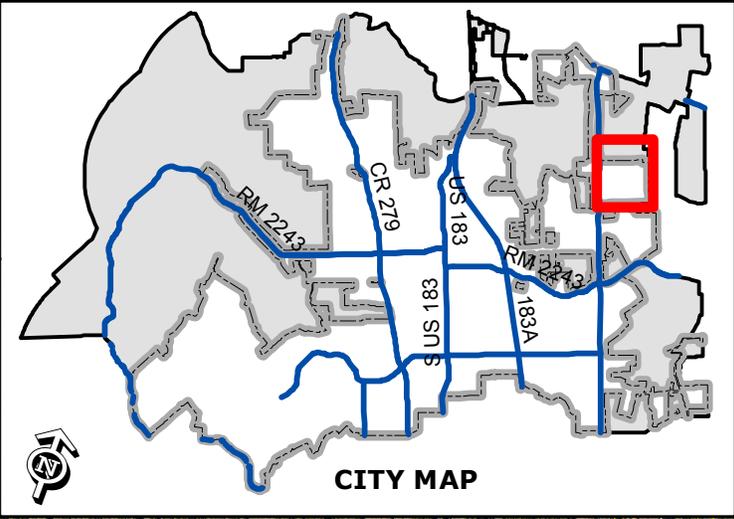
Attachment #4

Notification Map
Bluffview

- Public Notification Boundary
- Subject Property
- WCAD Parcels



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ZONING CASE 16-Z-008 Attachment #6

Aerial Exhibit - Approximate Boundaries
Bluffview PUD



-  Subject Property
-  City Limits

EXHIBIT A BLUFFVIEW - PUD

A. Purpose and Intent

1. The Bluffview PUD is composed of approximately 182.184 acres, as shown in Exhibit C. The development of this property is a single-family residential community with a variety of lot sizes.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A. This PUD allows the flexibility to mix the various residential products and define boundaries for each lot type during the platting process. Each plat submitted to the City will identify the use at the time of City Submittal.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.
 - SFS-2-A (Single-Family Suburban)
 - SFU-2-A (Single-Family Urban)
 - SFC-2-A (Single-Family Compact)

C. Conceptual Site Layout & Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit B, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.
2. To ensure a variety and mix of residential product types within Bluffview, the following standards have been established:
 - a. SFS-2-A (Single-Family Suburban)
 - Minimum of 20% of the lots
 - b. SFU-2-A (Single-Family Urban)
 - Minimum of 30% of the lots
 - c. SFC-2-A (Single-Family Compact)
 - Maximum of 35% of the lots
3. Single-family lots shall not be platted adjacent to the southern boundary line with Garey Park. A public street shall be located between the homes and the parkland.

D. Allowable Use

1. The use shall be single-family dwellings on individually platted lots. The maximum lot count shall be five hundred fifteen (515).

E. Drainage Dedication and Facilities

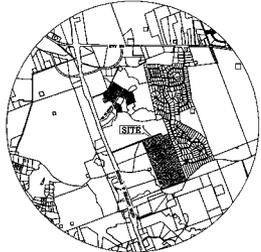
1. The detention pond located in the southeast corner of the Bluffview PUD shall not contain any concrete walls. All sides of the pond shall be sloped earth so as to create a more natural looking feature.
2. A waiver to the setback requirements of the Riparian Corridor has been requested for this PUD. Any adjustment to the setback distance would result in an equal dedication of land for preservation as close to the natural corridor that would be free from development.

F. Parkland and Landscaping

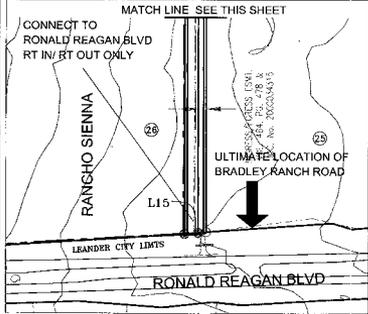
1. An eight (8') foot concrete sidewalk trail system running the extent of the northern to southern boundary of the project shall tie into the South San Gabriel River Trail as it runs along the southern boundary of this project. The South San Gabriel River Trail as it runs along the southern boundary of this project shall be a ten (10') foot concrete sidewalk trail consistent with the City of Leander Master Trail Plan.
2. A six (6') foot combination landscape fence wall, consisting of true masonry and wrought iron, shall run along both sides of the main collector where the single family residential areas begin and shall terminate in the general area of the proposed roundabout and shall serve as an offset screening wall from the collector street and the parkland areas. Please refer to the Exhibit D for an example of the look and materials proposed and Exhibit E for the approximate locations of the landscape fence.

BLUFFVIEW PUD – EXHIBIT B

BLUFFVIEW - CONCEPT PLAN



LOCATION MAP
NOT TO SCALE



OWNER:
DEVELOPMENT SOLUTIONS BRADLEY, LLC
1222 MERIT DRIVE, SUITE 1020
DALLAS, TEXAS 75201
PHONE: (972) 959-2777

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 W. WILLIAM CANNON DR.
AUSTIN, TEXAS 78749
PHONE: (512) 293-5166

LAND PLANNER:
PETER VERDOCHID
SEC PLANNING, LLC
4001 W. PARKER LANE, BLDG A, SUITE 220
AUSTIN, TEXAS 78727
PHONE: (512) 293-7053

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA):
FLOODPLAIN MAP NUMBER: 484910-0486
DATE: SEPTEMBER 28, 2008

LEGAL DESCRIPTION:
1. GREENLEAF FISK SURVEY, ABSTRACT NO. 5
2. BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 429
TOTAL ACREAGE: 162.184 AC

NOTES:
1. ACCESS WILL BE TAKEN FROM THE 90' FLAG TO RONALD REAGAN.
2. SECONDARY EMERGENCY ACCESS OR A PLAT NOTE STATING BUILDINGS WILL BE SPRINKLER SHALL BE PROVIDED PRIOR TO FINAL PLAT APPROVAL FOR DEVELOPMENT OVER 30 LOTS.
3. A PUBLIC STREET SHALL BE PROVIDED ADJACENT TO GAREY PARK PARALLEL WITH THE SOUTHERN BOUNDARY LINE.
4. PRIOR TO FINAL PLAT APPROVAL OF THE INITIAL PHASE, IF RIGHT-OF-WAY ALLOWING A CONNECTION TO RONALD REAGAN BECOMES AVAILABLE, THE BERRY ROAD WILL BE CONNECTED TO ALIGN WITH THE EXISTING MEDIAN BREAK AND SERVE AS THE ULTIMATE LOCATION OF BRADLEY RANCH ROAD.
5. AT THE TIME OF FINAL PLAT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A HALPER RESIDENTIAL UNIT.

EXISTING RIPARIAN CORRIDOR AREA: 475,522 SF

LAND USE SUMMARY	ACRES
SINGLE FAMILY RESIDENTIAL	159.634 AC
AMENITIES CENTER	4.370 AC
WASTEWATER LIFT STATION	1.00 AC
MAJOR ROADWAYS	7.15 AC
100' FLOODPLAIN	5.90 AC
WATER QUALITY / DETENTION	5.10 AC
TOTAL	162.184 AC

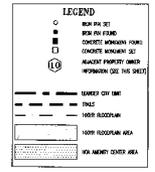
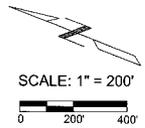
PROPOSED LOTS	LOTS	LLS
SINGLE FAMILY	515	5' 5"
PARK	1	5
LIFT STATION	1	1
WATER QUALITY / DETENTION	1	0
LANDSCAPE / P.A.C.A.	10	10
TOTAL PROPOSED	528 LOTS	531 LINES

LINE	LENGTH	BEARING
L1	50.53'	S21°55'58"E
L2	99.29'	S20°38'26"E
L3	299.77'	S20°17'55"E
L4	245.67'	S20°09'09"E
L5	203.13'	S20°24'26"E
L6	161.81'	S20°40'57"E
L7	446.51'	S20°27'36"E
L8	37.04'	S13°11'35"E
L9	44.52'	S19°19'06"E
L10	11.60'	S28°09'12"E
L11	567.01'	S21°33'52"E
L12	481.46'	S21°09'17"E
L13	65.30'	S21°25'04"E
L14	342.99'	S20°40'26"E
L15	80.30'	N26°01'35"W
L16	115.73'	N20°39'26"W

ADJACENT OWNERS:

- ① R402016 WILK, TRON A & MISTY M 330 ROSE VIEW DR GEORGETOWN, TX 78628-6859
- ② R402015 SCOTT, TONY V & THOMAS S ROWELL 488 BRICK VIEW DR GEORGETOWN, TX 78628-0855
- ③ R402014 BRENNAN, KENDALL J & ANNE R 400 ROSE VIEW DR GEORGETOWN, TX 78628
- ④ R402013 WILES, SANDRA N & JAMES L 117 BROOKWOOD SILSBEI, TX 77556
- ⑤ R402012 SAMPSON, BLAINE C & MARGARET MARY 580 BRICK VIEW DR GEORGETOWN, TX 78628
- ⑥ R402011 QUILES, DAVID R & RAQUEL R 500 RIDGE VIEW DR GEORGETOWN, TX 78628
- ⑦ R402010 DANDOLFE, MARSHALL & AMY 220 CADDIS LANE DR GEORGETOWN, TX 78628
- ⑧ R402152 BEST, ANDREW L & MISTI M 128 WEST VIEW DR GEORGETOWN, TX 78628
- ⑨ R402151 SOMMERS, ERIC M & RENEE C 132 WEST VIEW DR GEORGETOWN, TX 78628
- ⑩ R402150 PAUL, REEY S & DANIEL G 123 WEST VIEW DR GEORGETOWN, TX 78628
- ⑪ R402149 PERKE, WILLIAM H & CORNY H 135 WESTVIEW DR GEORGETOWN, TX 78628-4056
- ⑫ R402139 TRUSLOW, MARC S & LORI G 101 WALKERWOOD, TX GEORGETOWN, TX 78628
- ⑬ R402128 STELMACONS, JEFF & TONYA 127 WATERBURY LN GEORGETOWN, TX 78628
- ⑭ R402126 AMBROS, CAROLINA & JON W 3002 GREENLAWN PKWY AUSTIN, TX 78757
- ⑮ R402127 MARKING, GERALD R & SUSAN C 155 WATERBURY LN GEORGETOWN, TX 78628-6906
- ⑯ R401204 GAREY JACK (JE) & THE CITY OF GEORGETOWN 6400 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ⑰ R401239 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ⑱ R401238 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ⑳ R401237 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉑ R401233 WY PARKER 93 LP 401 CONGRESS AVE, FL 33 AUSTIN, TX 78703-3792
- ㉒ R401232 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㉓ R401231 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㉔ R401230 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㉕ R401229 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㉖ R401228 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㉗ R401227 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㉘ R401226 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㉙ R401225 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㉚ R401224 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㉛ R401223 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㉜ R401222 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㉝ R401221 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㉞ R401220 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㉟ R401219 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊱ R401218 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊲ R401217 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊳ R401216 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊴ R401215 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊵ R401214 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊶ R401213 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊷ R401212 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊸ R401211 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊹ R401210 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊺ R401209 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊻ R401208 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊼ R401207 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊽ R401206 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊾ R401205 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628
- ㊿ R401204 GARCLO, MARY ANN 450 BRADLEY RANCH DR GEORGETOWN, TX 78628

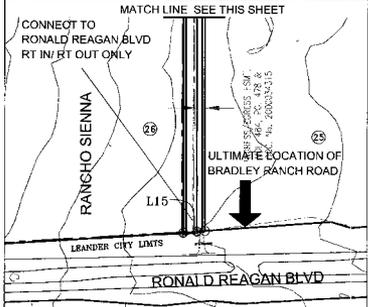
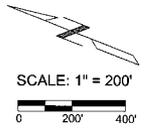
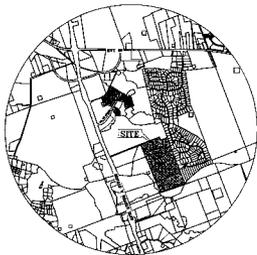
ENGINEER'S CERTIFICATION:
THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I PREPARED THE PLANS SUBMITTED HERewith, AND THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT SAID PLANS COMPLY WITH THE CITY OF LEANDER CODES AND ORDINANCES.
WITNESS MY HAND THIS 21st DAY OF June 2016.
Charles R. Brigance, Jr.
CHARLES R. BRIGANCE, JR. P.E. NO. 64348



Carlson, Brigance & Doering, Inc.
1500 W. PARKER LANE, SUITE 200
AUSTIN, TEXAS 78757
PHONE: (512) 293-5166

DATE: 06-2016
DRAWN BY: JLV
CHECKED BY: JLV
PROJECT: BLUFFVIEW
SHEET: 1 OF 3

BLUFFVIEW - PHASING PLAN



OWNER:
DEVELOPMENT SOLUTIONS BRADLEY, LLC
1222 MERIT DRIVE, SUITE 1020
DALLAS, TEXAS 75241
PHONE: (972) 960-2777

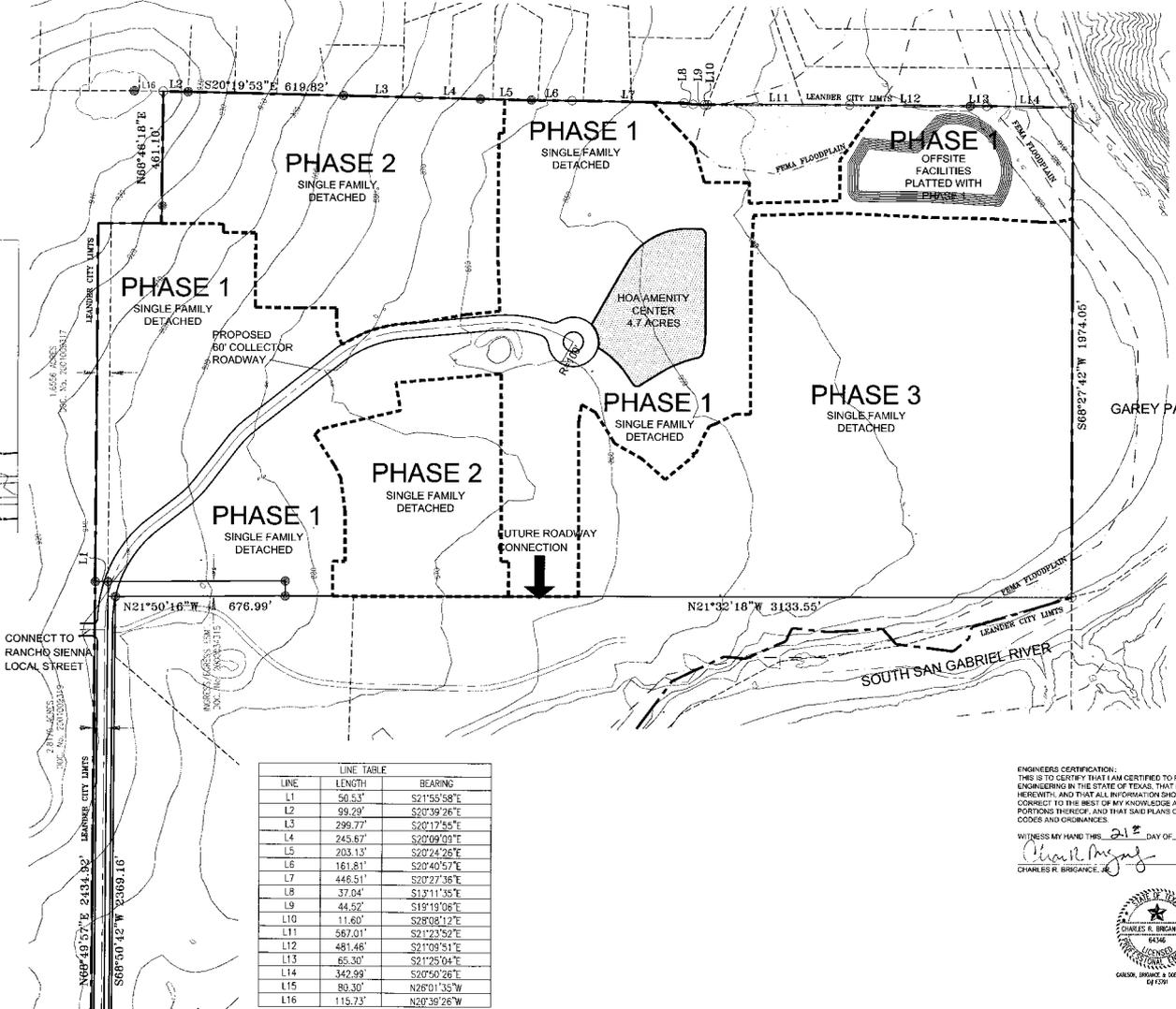
ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5601 W. WILLIAM CANNON DR.
AUSTIN, TEXAS 78749
PHONE: (512) 290-5140

LAND PLANNER:
PETER VERDECCHIO
SIC PLANNING, LLC
4201 W. PARKER LANE, BLDG A, SUITE 220
AUSTIN, TEXAS 78727
PHONE: (512) 246-7000

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA):
FLOODPLAIN MAP NUMBER: 4-84010-0400C
DATED: SEPTEMBER 05, 2008

LEGAL DESCRIPTION:
1. GREENLEAF FISH SURVEY, ABSTRACT NO. 5
2. BARTHOLOMEW MARSHOVE SURVEY, ABSTRACT NO. 420

TOTAL ACREAGE: 192.184 AC



LEGEND

- NEW PERMIT
- EXISTING PERMIT
- CONCRETE MANHOLE FOUND
- CONCRETE MANHOLE SET
- ⑩ EXISTING PROPERTY OWNER WITHIN THE 100' FLOODPLAIN
- FLOODPLAIN AREA
- PERMA FLOODPLAIN
- FUTURE ROADWAY CONNECTION
- LEANDER CITY LIMIT
- HOA FLOODPLAIN AREA
- PERMA FLOODPLAIN
- PERMA FLOODPLAIN

LINE	LENGTH	BEARING
L1	50.53'	S21°55'58"E
L2	99.29'	S20°39'26"E
L3	299.77'	S20°17'55"E
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WITNESS MY HAND THIS 21st DAY OF JUNE, 2016.

Charles R. Brigance
CHARLES R. BRIGANCE, P.E. P.E. NO. 64346



Carlson, Brigance & Doering, Inc.
1222 MERIT DRIVE, SUITE 1020
DALLAS, TEXAS 75241
PHONE: (972) 960-2777

DATE: 04-20-16
DRAWN BY: JPV
CHECKED BY: JPB
DESIGNED BY: JPB

5-SEE PHASING PLAN
5-SEE BLUFFVIEW

LEAD NUMBER: 4721
SHEET: 2 OF 5

BLUFFVIEW PUD – EXHIBIT D





February 29, 2016

Ms. Robin Griffin
City of Leander
Planning Department
P.O. Box 319
Leander, Texas 78646

**RE: LETTER OF INTENT FOR PUD ZONING for the BRADLEY TRACT
CBD # 4731**

Dear Ms. Griffin:

On behalf of our client, Development Solutions Bradley, LLC we are providing our Letter of Intent for PUD Zoning for the subject tract. This tract is 182.184 acres of land located east of Ronald Reagan and just north of the South San Gabriel River.

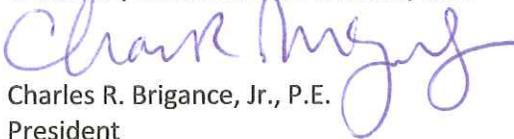
Access will be taken from Ronald Reagan via an 80' wide neck running from Ronald Reagan to the main body of the subject tract. This entrance off of Ronald Reagan will be a right-in/right-out intersection unless right-of-way is procured from the Christianson tract to allow access to an existing median break in Ronald Reagan Blvd. Secondary access will be taken from Rancho Sienna subdivision to the north. The tract is bounded by the South San Gabriel River (Garey Park) on the south, by Gabriel's Overlook to the east, by Rancho Sienna to the north, and by the Garlock and Christianson tracts to the west.

We are proposing PUD zoning as a means to allow for some flexibility in single family residential zoning so that we can respond to rapidly changing market conditions without potentially numerous re-zoning applications based on future layout changes. We propose to limit our development to a maximum of 50% SF-C lots, a minimum of 30% SF-U lots and a minimum of 20% SF-S lots. All lots are proposed as Type 2-B architecture as a minimum. The lots will comply with the appropriate standard zoning category in terms of setbacks, impervious cover, and building coverage.

All roadway and utility design will comply with City of Leander requirements and the Project will comply with the City's Parkland Dedication and tree protection requirements.

Please let us know if you have any questions.

Best Regards,
CARLSON, BRIGANCE & DOERING, INC.


Charles R. Brigance, Jr., P.E.
President

July 29, 2016

Leander Planning and Zoning Commission
Leander City Council

We write to as residents of Gabriel's Overlooks whose entire west property line shares a boundary with the former Bradley Ranch and now the Bluff View Development. Our property is indicated on Exhibit B as Lot 15 in Gabriel's Overlook. We have lived on this property for over 9 years and of course, you would expect that we have a vested interest in how the former Bradley Ranch is developed. But we also have a vested interest in being good stewards of the land that affords a unique setting and particularly the South San Gabriel River which is a rare and precious natural resource and one that the Garey Park development will depend on for its natural beauty. As we view the preliminary plans for the Bluff View Develop, we see the area just to the west of our property will be designated park area. This park area will have a detention pond and we learned at the Zoning Commission meeting that this pond will be an expansive 4 acres

In the last nine years, we have shared this land with awesome forces of nature. We know what happens on the former Bradley land in times of heavy rain and in times of drought. In times of heavy rain there is a HUGE – AWESOME amount of water that crashes across that property on its way to river spreading in various channels. We could tell just how much it has rained by the sound of the water. In the back of the Bradley property is a 30 foot drop off where the water has worked its way to the rock base. Just east of that drop off is a huge old oak tree that holds up part of the river bank. The residents who live in the pathway of that water know where nature is going to send the water to feed the river and resultant moisture for vegetation along its path. We all have worked to direct the water away from our homes, but not to stop it or slow it for that is not being good stewards of our surroundings and could cause unexpected flooding. Mother nature is going to have her way!

I have real concerns about what dense housing will do to the ecology of the surrounding land including the land we live on due to a change in the natural water flow. But I am particularly concerned about the 4-acre pond/lift station which could change the ecosystem for the river. If the pond/lift station is water detention and slows water from going into the river, then that is ecologically unsound. Since the developer plans a 4-acre pond, he/she has a sense of the amount of water that will flow through that property. However, if he/she miscalculates the enormity of the water or we have an historic rainfall like the night of June 28, 2007, that detention pond could cause our homes to be flooded. Since the pond would be standing water, it is likely to increase our mosquito population which, unlike many areas, is not a problem. Lastly, since the pond is rain fall fed, during the hot dry season, this pond/lift station would be a 4-acre big dry hole in an area that was once beautiful natural land.

Both my husband and I would be anxious to talk with the developer. Unless someone has experienced the amount of water coming across that land on its way to the river there is no way to really understand why the power of nature should be preserved. As well, we would like to discuss the purpose of the detention pond, if it is just to slow the water, I suggest it is better to let nature take care of it as it has long before any of us built homes here. I concede that there might be reasons, we don't know about that makes this pond/lift station necessary.

So, Commissioners of the Zoning Commission and Commissioners of Leander City Council – yours is a significant decision - I implore that you consider the impact to the river which is a natural gem for Williamson County, the natural setting where Bluff View will be developed, and the neighboring land and homes.

Most Sincerely,

Susan C. Harkins - Gerald R. Harkins
153 Waterford Ln

512-796-8465

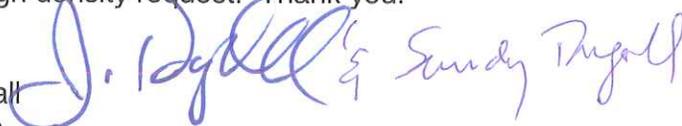
From: [REDACTED]
Subject: Bradley Ranch Rezoning Proposition
Date: July 19, 2016 at 4:08 PM
To: Leander City Council
Cc: Leander Planning and Zoning Commission

We live in Gabriel's Overlook subdivision and are extremely concerned about the proposed density rezoning of the Bradley Ranch Parcel. We urge you to deny this request on several grounds, fire safety being one of the major ones.

Is a new fire station proposed? A new school? Other emergency services? There is so much growth along the Raegan corridor we think these issues are very important.

Please deny this high density request. Thank you.

John & Sandy Dugall
114 Waterford Lane
Georgetown, Tx. 78628

Handwritten signature in blue ink, appearing to read "J. Dugall & Sandy Dugall".

Robin Griffin

From: Carolyn Ahrens
Sent: Thursday, July 28, 2016 10:54 PM
To: Robin Griffin
Subject: revised letter to Zoning & City Council

149 Waterford Lane

Georgetown, TX

Dear Leander Planning & Zoning and Leander City Council,

We write today to oppose the rezoning of the Bradley property from Single-Family Rural to PUD with base zoning districts of SFS-2-A, SFU-2-A, SFC-2-A.

We are concerned about increased traffic on already stressed highways (Highway 29 and Ronald Reagan Blvd) – especially in case of emergency. We are concerned about increased pervious cover and flooding. Our property is within 100 feet of the proposed Pond/Lift Station right next to the FEMA floodplain. Increased pervious cover upstream means more water flowing into our property and house. Neighbors to our west have had large boulder bridges washed out by the immense amount of water running from the Bradley ranch into Gabriel's Overlook.

We are also concerned about the affect of the development on the South San Gabriel River. The cities of Georgetown and Leander are investing considerable monies into Garey Park and the South San Gabriel Trail Park. It would be a pity if the South San Gabriel was negatively affected by trash & debris or lower water levels.

City-style compact zoning is just not in keeping with the area. It will make more money for the Minneapolis developer, but negatively affects these Leander and Georgetown rural neighborhoods.

We respectfully request that you oppose the rezoning.

If the rezoning proceeds we request a requirement that all lots along the eastern boundary along Gabriel's Overlook (where lot sizes are 1 - 2 acres) be the largest lot size possible - SFS-2-A (Single Family Suburban). The applicant engineer did not want this restriction included - we specifically ask that it be included as recommended by Zoning & Planning.

Thank you for your time and attention,

Carolyn & Jon Ahrens

July 20, 2016

Attn: ~~Planning and Zoning Commission~~
City Council
City of Leander, Texas

Re: Rezoning Request for Bradley Ranch Development

We respectively submit a request that the Planning and Zoning Commission and City Council of Leander jointly deny the request from the developer to change zoning from Single Family Rural to Single Family Compact on the proposed development located off Ronald Reagan Blvd. and Highway 29 known as Bradley Ranch.

This beautiful land butts up to the west side of our subdivision, Gabriel's Overlook. The area is prime for Single Family Rural on 1+ acre and to approve Single Family Compact would pitifully put four homes instead of one butting up to each one of the homes on the west side of our subdivision. This is a rural area, not a city center.

The area also butts up to the pristine South Fork of the San Gabriel River and plays an integral part in heavy drainage into the river. Our home at 137 Waterford has a dry creek bed in front and the San Gabriel River at the back. In heavy rains it is not uncommon for the drainage to go over the bridge in front of our home. We are concerned about whether an engineer has perused these plans relative to flooding and has there been a study of impact to the South Fork of the San Gabriel River?

The high-density housing would lower property values, increase noise and congestion plus change the character of the developments that already exist.

Please consider far-range plans and deny this high density housing zoning in this beautiful serene rural area.

Respectfully,



Frank and LaWann Tull
137 Waterford Lane
Georgetown, TX 78628
512-868-5920
713-725-5266 Mobile



ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING SEVERAL PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICTS OF SFS-2-A (SINGLE-FAMILY SUBURBAN), SFU-2-A (SINGLE-FAMILY URBAN), AND SFC-2-A (SINGLE-FAMILY COMPACT); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Applicability. This ordinance applies to the following parcels of land, which is herein referred to as the "Property:" That certain parcels of land being 182.84 acres, more or less, located in Leander, Williamson County, Texas, being more particularly described in Exhibit "C", generally located to the southwest of the intersection of Ronald W. Reagan Blvd and Bradley Ranch Road; legally described as 182.84 acres more or less out of the Greenleaf Fisk; more particularly described in Instrument Numbers 2014071113 and 2014071119 recorded in the Official Public Records of Williamson County, Texas, and identified by tax identification numbers R419667, R419674, R310769, R489944, R031231, R339021, and R403529 .

Section 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Rural) to PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), SFU-2-A (Single-Family Urban), and SFC-2-A (Single-Family Compact); known as the Bluffview PUD. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan

attached as Exhibits “A”, “B”, “C”, “D”, “E” which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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

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

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

PASSED AND APPROVED on First Reading this the 4th day of August, 2016.
FINALLY PASSED AND APPROVED on this the 18th day of August, 2016.

THE CITY OF LEANDER, TEXAS

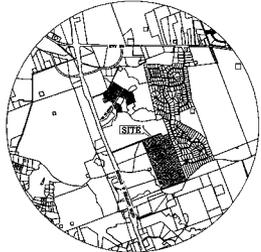
ATTEST:

Christopher Fielder, Mayor

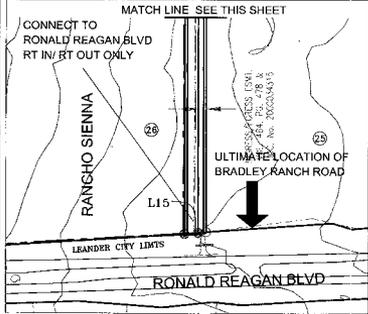
Debbie Haile, City Secretary

BLUFFVIEW PUD – EXHIBIT B

BLUFFVIEW - CONCEPT PLAN



LOCATION MAP
NOT TO SCALE



OWNER:
DEVELOPMENT SOLUTIONS BRADLEY, LLC
1222 MERIT DRIVE, SUITE 1020
DALLAS, TEXAS 75201
PHONE: (972) 959-2777

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 W. WILLIAM CANNON DR.
AUSTIN, TEXAS 78749
PHONE: (512) 293-5166

LAND PLANNER:
PETER VERDOCHIO
SEC PLANNING, LLC
4001 W. PARKER LANE, BLDG A, SUITE 220
AUSTIN, TEXAS 78727
PHONE: (512) 293-7053

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA):
FLOODPLAIN MAP NUMBER: 484910-048E
DATE: SEPTEMBER 28, 2008

LEGAL DESCRIPTION:
1. GREENLEAF FISK SURVEY, ABSTRACT NO. 5
2. BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 429
TOTAL ACREAGE: 182.184 AC

NOTES:
1. ACCESS WILL BE TAKEN FROM THE 90' FLAG TO RONALD REAGAN.
2. SECONDARY EMERGENCY ACCESS OR A PLAT NOTE STATING BUILDINGS WILL BE SPRINKLERED SHALL BE PROVIDED PRIOR TO FINAL PLAT APPROVAL FOR DEVELOPMENT OVER 30 LOTS.
3. A PUBLIC STREET SHALL BE PROVIDED ADJACENT TO GAREY PARK PARALLEL WITH THE SOUTHERN BOUNDARY LINE.
4. PRIOR TO FINAL PLAT APPROVAL OF THE INITIAL PHASE, IF RIGHT-OF-WAY ALLOWING A CONNECTION TO RONALD REAGAN BECOMES AVAILABLE, THE BERRY ROAD WILL BE CONNECTED TO ALIGN WITH THE EXISTING MEDIAN BREAK AND SERVE AS THE ULTIMATE LOCATION OF BRADLEY RANCH ROAD.
5. AT THE TIME OF FINAL PLAT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A HALPER RESIDENTIAL UNIT.

EXISTING RIPARIAN CORRIDOR AREA: 475,522 SF

LAND USE SUMMARY	ACRES
SINGLE FAMILY RESIDENTIAL	159.634 AC
AMENITIES CENTER	4.370 AC
WASTEWATER LIFT STATION	1.00 AC
MAJOR ROADWAYS	7.15 AC
100' FLOODPLAIN	5.90 AC
WATER QUALITY / DETENTION	5.10 AC
TOTAL	182.184 AC

PROPOSED LOTS	LOTS	LLS
SINGLE FAMILY	515	5' 5"
PARK	1	5'
LIFT STATION	1	1'
WATER QUALITY / DETENTION	1	0'
LANDSCAPE / P.A.C.A.	10	10'
TOTAL PROPOSED	528 LOTS	531 LINES

LINE	LENGTH	BEARING
L1	50.53'	S21°55'58"E
L2	99.29'	S20°38'26"E
L3	299.77'	S20°17'55"E
L4	245.67'	S20°09'09"E
L5	203.13'	S20°24'26"E
L6	161.81'	S20°40'57"E
L7	446.51'	S20°27'36"E
L8	37.04'	S13°11'35"E
L9	44.52'	S19°19'06"E
L10	11.80'	S28°09'12"E
L11	567.01'	S21°33'52"E
L12	481.46'	S21°02'17"E
L13	65.30'	S21°25'04"E
L14	342.99'	S20°40'26"E
L15	80.30'	N26°01'35"W
L16	115.73'	N20°39'26"W

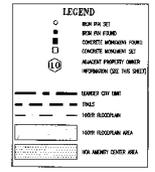
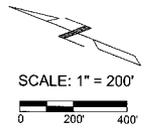
ADJACENT OWNERS:

- ① R402016 WILK, TRON A & MISTY M 330 ROSE VIEW DR GEORGETOWN, TX 78628-6859
- ② R402015 SCOTT, TONY V & THOMAS S ROWELL 488 BRICK VIEW DR GEORGETOWN, TX 78628-0855
- ③ R402014 BRENNAN, KENDALL J & ANNE R 400 ROSE VIEW DR GEORGETOWN, TX 78628
- ④ R402013 WILES, SANDRA N & JAMES L 117 WOODWOOD SILSHEL, TX 77556
- ⑤ R402012 SAMPSON, BLAINE C & MARGARET MARY 580 BRICK VIEW DR GEORGETOWN, TX 78628
- ⑥ R402011 QUILES, DAVID R & RAQUEL R 500 RIDGE VIEW DR GEORGETOWN, TX 78628
- ⑦ R402010 DANDOLIVE, MARSHALL & AMY 220 CADDIS LANE DR GEORGETOWN, TX 78628
- ⑧ R402152 BEST, ANDREW L & MISTI M 128 WEST VIEW DR GEORGETOWN, TX 78628
- ⑨ R402151 SOMMERS, ERIC M & RENEE C 132 WEST VIEW DR GEORGETOWN, TX 78628
- ⑩ R402150 PAUL, REEY S & DANIEL G 123 WEST VIEW DR GEORGETOWN, TX 78628
- ⑪ R402149 PERKE, WILLIAM H & CORRY H 135 WESTVIEW DR GEORGETOWN, TX 78628-4056
- ⑫ R402148 TRUSLOW, MARC S & LORI G 101 WALKERWOOD, TX GEORGETOWN, TX 78628
- ⑬ R402128 STELMACONS, JEFF & TONYA 127 WATERBURY LN GEORGETOWN, TX 78628
- ⑭ R402126 AMBROS, CAROLINA & JON W 3002 GREENLAWN PKWY AUSTIN, TX 78757
- ⑮ R402127 MARKING, GERALD R & SUSAN C 155 WATERBURY LN GEORGETOWN, TX 78628-6906
- ⑯ R403204 GAREY JACK (JE) & THE CITY OF GEORGETOWN 6400 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ⑰ R403239 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ⑱ R403238 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ⑳ R403237 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉑ R403236 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉒ R403235 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉓ R403234 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉔ R403233 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉕ R403232 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉖ R403231 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉗ R403230 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉘ R403229 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉙ R403228 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉚ R403227 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉛ R403226 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉜ R403225 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉝ R403224 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉞ R403223 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㉟ R403222 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊱ R403221 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊲ R403220 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊳ R403219 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊴ R403218 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊵ R403217 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊶ R403216 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊷ R403215 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊸ R403214 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊹ R403213 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊺ R403212 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊻ R403211 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊼ R403210 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊽ R403209 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊾ R403208 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628
- ㊿ R403207 GAREY JACK (JE) & THE CITY OF GEORGETOWN 5450 RANCH ROAD 2243 GEORGETOWN, TX 78628

ENGINEER'S CERTIFICATION:
THIS IS TO CERTIFY THAT I AM CERTIFIED TO PRACTICE THE PROFESSION OF ENGINEERING IN THE STATE OF TEXAS, THAT I PREPARED THE PLANS SUBMITTED HERewith, AND THAT ALL INFORMATION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS RELATED TO THE ENGINEERING PORTIONS THEREOF, AND THAT SAID PLANS COMPLY WITH THE CITY OF LEANDER CODES AND ORDINANCES.

WITNESS MY HAND THIS 21st DAY OF June 2016.

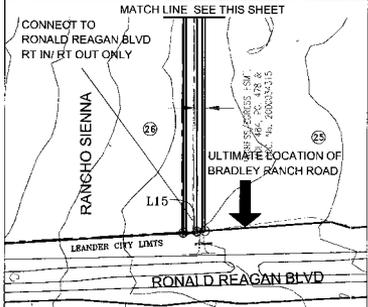
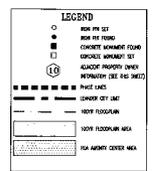
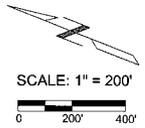
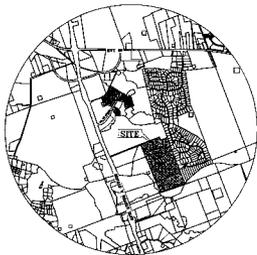
Charles R. Brigance, Jr.
CHARLES R. BRIGANCE, JR. P.E. NO. 64348



Carlson, Brigance & Doering, Inc.
1500 W. PARKER LANE, SUITE 200
AUSTIN, TEXAS 78757
PHONE: (512) 293-5166

DATE: 06-2016
DRAWN BY: JLV
CHECKED BY: JLV
DESIGNED BY: JLV
PROJECT: BLUFFVIEW
SHEET: 1 OF 3

BLUFFVIEW - PHASING PLAN



OWNER:
DEVELOPMENT SOLUTIONS BRADLEY, LLC
1222 MERIT DRIVE, SUITE 1020
DALLAS, TEXAS 75241
PHONE: (972) 960-2777

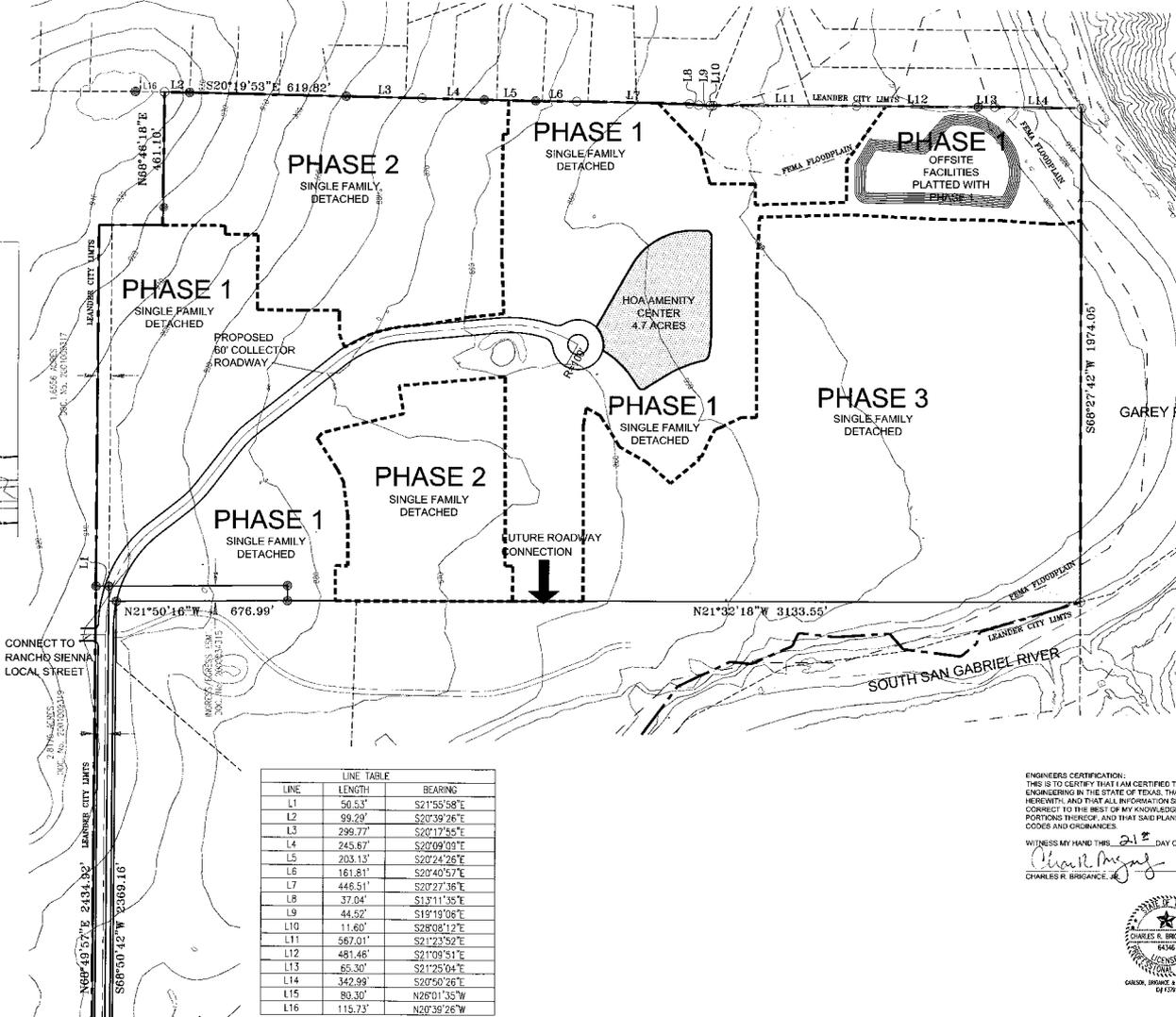
ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5601 W. WILLIAM CANNON DR.
AUSTIN, TEXAS 78749
PHONE: (512) 290-5140

LAND PLANNER:
PETER VERDICHIO
SIC PLANNING, LLC
4201 W. PARKER LANE, BLDG A, SUITE 220
AUSTIN, TEXAS 78727
PHONE: (512) 246-7000

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA):
FLOODPLAIN MAP NUMBER: 4-84010-0400C
DATED: SEPTEMBER 05, 2008

LEGAL DESCRIPTION:
1. GREENLEAF FISH SURVEY, ABSTRACT NO. 5
2. BARTHOLOMEW MANHOLE SURVEY, ABSTRACT NO. 420

TOTAL ACREAGE: 192.184 AC



LINE	LENGTH	BEARING
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L2	99.29'	S20°39'26"E
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WITNESS MY HAND THIS 21st DAY OF JUNE, 2016.

Charles R. Brigance
CHARLES R. BRIGANCE, P.E.
P.E. NO. 64346



Carlson, Brigance & Doering, Inc.
1222 MERIT DRIVE, SUITE 1020
DALLAS, TEXAS 75241
PHONE: (972) 960-2777

PHASING PLAN
DATE: 04/20/16
DRAWN BY: JPV
DESIGNED BY: CEB

BLUFFVIEW
STREET, DOWNSIDE, WHITE & HANNAH
IMPROVEMENTS

LEAD NAME: [Blank]
JOB NUMBER: 4721
SHEET: 2 OF 5

BLUFFVIEW PUD – EXHIBIT D



e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the zoning request to T5; Vice Chair Allen seconded the motion. Motion passed unanimously

- 9) **Zoning Case 16-Z-008 & Subdivision Case 16-CP-001:** Hold a public hearing and consider action on the rezoning and approval of the Bluffview Concept Plan and PUD zoning of several parcels of land located at 500 Bradley Ranch Road; 182.84 acres more or less; WCAD Parcels R419667, R419674, R310769, R489944, R031231, R339021, and R403529. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural). The applicant is proposing to change the zoning to PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), SFU-2-A (Single-Family Urban), and SFC-2-A (Single-Family Compact); Leander, Williamson County, Texas. Applicant/Agent: Carlson, Brigance & Doering (Geoff Guerrero) on behalf of Development Solutions Bradley, LLC.

a) Staff Presentation

Robin Griffin, Senior Planner, discussed the proposed zoning, concept plan and staff recommendation.

b) Applicant Presentation

Geoff Guerrero explained the purpose for their zoning request and concept plan.

c) Open Public Hearing

**Chair Sokol opened the public hearing
Lawann Tull spoke against
Carolyn Ahrens spoke against
Peg Puhl spoke against
Susan Harkins spoke against
Pat Jones spoke against
Andrew Best spoke against
Bob Tesch spoke in support
Thomas Homorodi spoke against**

d) Close Public Hearing

Chair Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the zoning request to PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), SFU-2-A (Single-Family Urban), and SFC-2-A (Single-Family Compact) with the following conditions:

- 1. The proposed combination landscape fence wall located along the collector is solid masonry where homes back up to the roadway on the northside. The combination landscape fence wall is permitted adjacent to the linear park on the south side.**
- 2. The road along the south side of the subdivision adjacent to Garey Park shall be designed substantially similar to the attached exhibit (Attachment 10) which exhibit shall be incorporated into the PUD**

document. The homes on the north side of the road adjacent to Garey Park shall be alley loaded.

3. The parkland adjacent to Garey Park shall be a minimum of 25 feet deep in order to allow for the trail corridor and landscaping on both sides.
4. Residential lots adjacent to the Gabriel's Overlook Subdivision on the east side of the subdivision are limited to SFS-2-A.

Commissioner Cotten seconded the motion. Motion passed 5 to 1 with Vice Chair Allen opposing. Vice Chair Allen opposed because of the neighborhood response to the request and drainage/flooding concerns.

10) Zoning Case 16-Z-014: Hold a public hearing and consider action on the rezoning of several parcels of land located at 8660 183A Toll; 27.285 acres more or less; WCAD Parcels R433144, R519276, and R031359. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban). The applicant is proposing to change the zoning to PUD (Planned Unit Development) with the base zoning districts of LO-2-A (Local Office) and HC-5-D (Heavy Commercial); Leander, Williamson County, Texas. Applicant: Anthony Shaleesh on behalf of First State Bank Central Texas; T. Gerry Gamble.

a) Staff Presentation

Robin Griffin, Senior Planner, discussed the proposed zoning request.

b) Applicant Presentation

Anthony Shaleesh was available for questions.

c) Open Public Hearing

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

d) Close Public Hearing

Chair Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the zoning request to PUD (Planned Unit Development) with the base zoning districts of LO-2-A (Local Office) and HC-5-D (Heavy Commercial) with the following condition:

1. The property to the north of the LO-2-A district is required to be HC-5-C as shown in the attached exhibit (Attachment 9).

Commissioner Means seconded the motion. Motion passed unanimously.

11) Meeting Adjourned at 9:03 pm

Chairman Sokol

ATTEST:

Ellen Pizalate, Secretary



Executive Summary

August 04, 2016

-
- Agenda Subject:** Zoning Case 15-TOD-Z-030 & Subdivision Case 15-TOD-CP-009: Hold a public hearing and consider action on the rezoning and approval of the Tylerville Commercial Concept Plan and PUD zoning of a tract of land generally located to the southwest of the intersection of San Gabriel Pkwy & US 183; 11.221 acres more or less; WCAD Parcel R395875. Currently, the property is zoned PUD (Planned Unit Development) and the applicant is proposing an amendment to the PUD to include the base zoning districts of GC-3-A (General Commercial), GC-2-A (General Commercial), and LC-2-A (Local Commercial); Leander, Williamson County, Texas.
- Background:** This request is the second step in the rezoning and subdivision process.
- Origination:** Applicant/Agent: Bill Pohl on behalf of Waterstone Tylerville, LP.
- Financial Consideration:** None
- Recommendation:** See Planning Analysis. The Planning & Zoning Commission recommended to approve the request with staff recommendation including the following conditions at the June 23, 2016 meeting with a 5 to 1 vote (Commissioner Anderson opposing).
1. Update the PUD to meet the intent of the ordinance with regard to continuous building frontage along US 183. An example could include relocating the pumps to allow for another building between US 183 and the pumps.
 2. Add a requirement that the continuous building frontage will not be required for Parcel 2 as long as the buildings are oriented towards the creek corridor instead of San Gabriel Pkwy. The creek shall be treated as the street with regard to the masonry requirements. The creek shall include an active edge with a trail system, pedestrian amenities, outdoor seating, landscaping, etc.

3. Add a note to Exhibit E stating that the site plan is conceptual and has not been reviewed by City Staff. A formal review will be conducted at the site development stage of the process.
4. Update Exhibit F to demonstrate the averaging the riparian corridor setbacks. Currently, the exhibit only shows the removal.
5. Provide a trail along the creek.

The applicant requested a postponement from the previously scheduled July 7, 2016 City Council Meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. PUD Notes and Conceptual Site Layout & Land Use Plan
8. Letter of Intent
9. Ordinance
10. Minutes-Planning & Zoning Commission June 23, 2016

Prepared By:

Tom Yantis, AICP
Assistant City Manager

07/29/2016



PLANNING ANALYSIS

ZONING CASE 15-TOD-Z-030
 CONCEPT PLAN 15-TOD-CP-006

TYLERVILLE COMMERCIAL PUD & CONCEPT PLAN

GENERAL INFORMATION

Owner: Waterstone Tylerville, LP.

Current Zoning: PUD (Planned Unit Development)

Proposed Zoning: PUD (Planned Unit Development) with the base zoning districts of:
 GC-3-A (General Commercial)
 GC-2-A (General Commercial)
 LC-2-A (Local Commercial)

Size and Location: The property is generally located to the southwest of the intersection of San Gabriel Pkwy & US 183 and includes approximately 11.221 acres.

Staff Contact: Robin M. Griffin, AICP
 Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	PUD/TOD PUD/TOD	Undeveloped Property Proposed Enclave at Maya Vista Subdivision
EAST	PUD/TOD	Undeveloped Property
SOUTH	PUD/TOD	Proposed Oak Creek Subdivision Undeveloped Property
WEST	PUD/TOD	Proposed Oak Creek Subdivision

COMPOSITE ZONING ORDINANCE & SMARTCODE INTENT STATEMENTS

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

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

CONVENTIONAL ZONE:

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

USE COMPONENTS

GC – GENERAL COMMERCIAL:

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

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

LC – LOCAL COMMERCIAL:

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

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

SITE COMPONENTS

TYPE 2:

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

Intent:

- (1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.

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

TYPE 3:

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

Intent:

- (1) A Type 3 site component is intended to be utilized with LO and LC use components where adjacent to less restricted districts to provide for a land use transition.
- (2) This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
- (3) This component is intended to be combined with LO, LC, GC, HC and HI components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.

ARCHITECTURAL COMPONENT

TYPE A:

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

Intent:

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

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Mixed Use Corridors are areas along arterials between Centers that have available land and should be developed to preserve the integrity of the corridor and maintain mobility. These corridors include land within approximately 500 feet of the outer edge of the right-of-way (typically one block deep).
- Commercial Corridors allow for additional commercial development along corridors already devoted to primarily commercial and office uses. The typical uses associated with this corridor include a variety of medium-intensity uses including general businesses and services, offices, restaurants, retail, professional and medical services, light industrial, flex space, storage and even some limited residential uses.

ANALYSIS:

The applicant is requesting an amendment to the TOD/PUD (Transit Oriented Development/Planned Unit Development) district in to order to develop a commercial project. This request for a PUD and a Conceptual Site Layout and Land Use Plan that can also be considered as the Concept Plan as permitted by the Composite Zoning Ordinance. This submittal includes the PUD zoning request and Concept Plan for review by the Planning & Zoning Commission.

The surrounding properties are also located within the TOD. The properties to the west and south are part of the proposed Oak Creek Subdivision. A portion of the property to the north is part of the proposed Enclave at Maya Vista Subdivision. The remaining properties are currently undeveloped.

The proposed base zonings for this PUD are GC-3-A (General Commercial), GC-2-A (General Commercial), and LC-2-A (Local Commercial). The proposed GC-3-A is located at the corner of US 183 and San Gabriel Parkway. The zoning is proposed to transition with regards to intensity as the project moves to the west. The GC-2-A district is proposed in the center and the LC-2-A district is proposed to be located at the intersection of W Broade Street and San Gabriel Parkway.

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

The LC use component allows for the development of small scale, limited impact retail that offers personal services and office uses located in close proximity to their primary customers, Access should be provided by a collector or higher classification street.

The requested Type 3 site component would permit outdoor fuel sales, limited outdoor storage and/or display, overhead doors, drive-through service lanes and carwashes. This use component

is intended to be combined with the GC use component where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.

The requested Type 2 site component would prohibit outdoor fuel sales, outdoor storage and/or display, overhead doors, drive-through service lanes and carwashes. This site component is intended to be combined with the GC use component where it is adjacent to a residential district in order to reduce potential negative impacts to the more restrictive district.

The Type A Architectural Component requires that 85% of the walls are comprised of masonry. In addition, a minimum of five architectural features are required.

This application includes the following higher standards and waivers.

HIGHER STANDARDS	WAIVERS
COMPOSITE ZONING ORDINANCE	
Type A Architectural Component	-
-	Remove requirement for continuous building frontage
-	Reduction in screening requirement for gas pumps
-	Modify riparian corridor setbacks

The Conventional Development (CD) Sector Standards will apply to this project. US 183 and San Gabriel Parkway are designated as B-Streets. These standards are listed below.

STANDARDS SPECIFIC TO B-STREETS IN COMMERCIAL ZONING DISTRICTS

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

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

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

STAFF RECOMMENDATION:

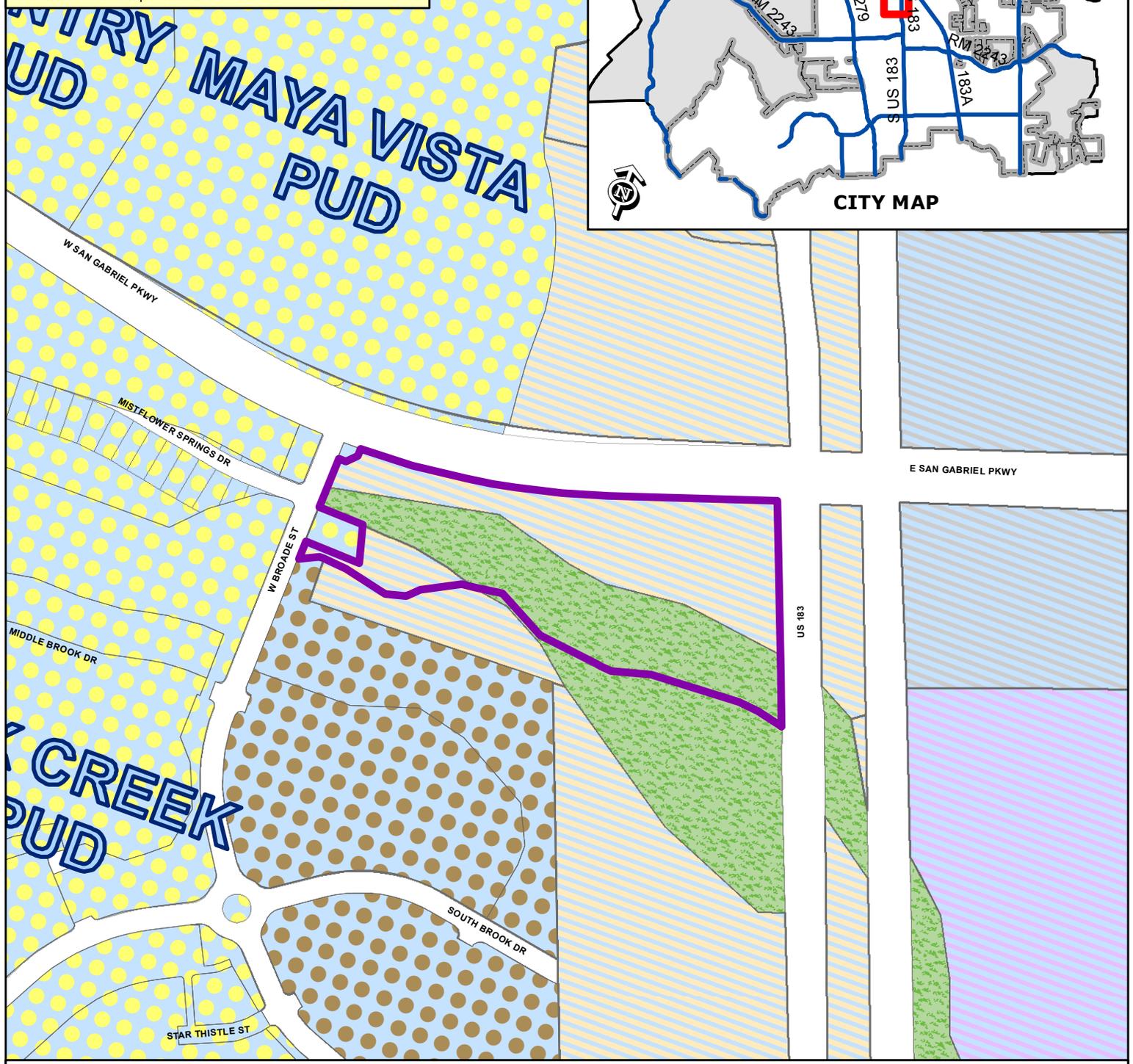
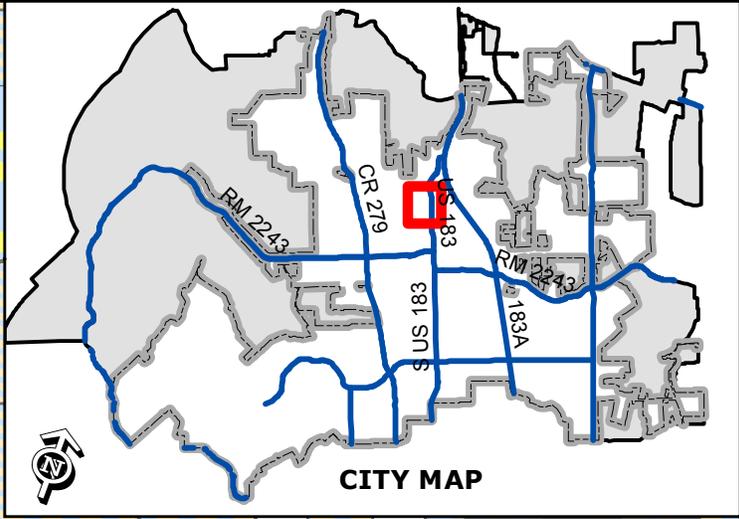
Staff recommends approval of the requested PUD and Concept Plan with the following conditions:

1. Update the PUD to meet the intent of the ordinance with regard to continuous building frontage along US 183. An example could include relocating the pumps to allow for another building between US 183 and the pumps.
2. Add a requirement that the continuous building frontage will not be required for Parcel 2 as long as the buildings are oriented towards the creek corridor instead of San Gabriel Pkwy. The creek shall be treated as the street with regard to the masonry requirements. The creek shall include an active edge with a trail system, pedestrian amenities, outdoor seating, landscaping, etc.
3. Add a note to Exhibit E stating that the site plan is conceptual and has not been reviewed by City Staff. A formal review will be conducted at the site development stage of the process.
4. Update Exhibit F to demonstrate the averaging the riparian corridor setbacks. Currently, the exhibit only shows the removal.
5. Provide a trail along the creek.

The intent of the B-Street standards is to provide for a pedestrian friendly, walkable area. A continuous building frontage is required along this street type. In this situation, orienting the buildings to face the creek and a trail would promote a pedestrian friendly atmosphere.

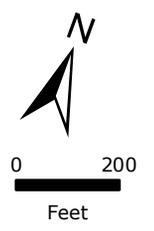
This request with staff recommendations meets the intent statements of the Composite Zoning Ordinance and the goals of the Comprehensive Plan.

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

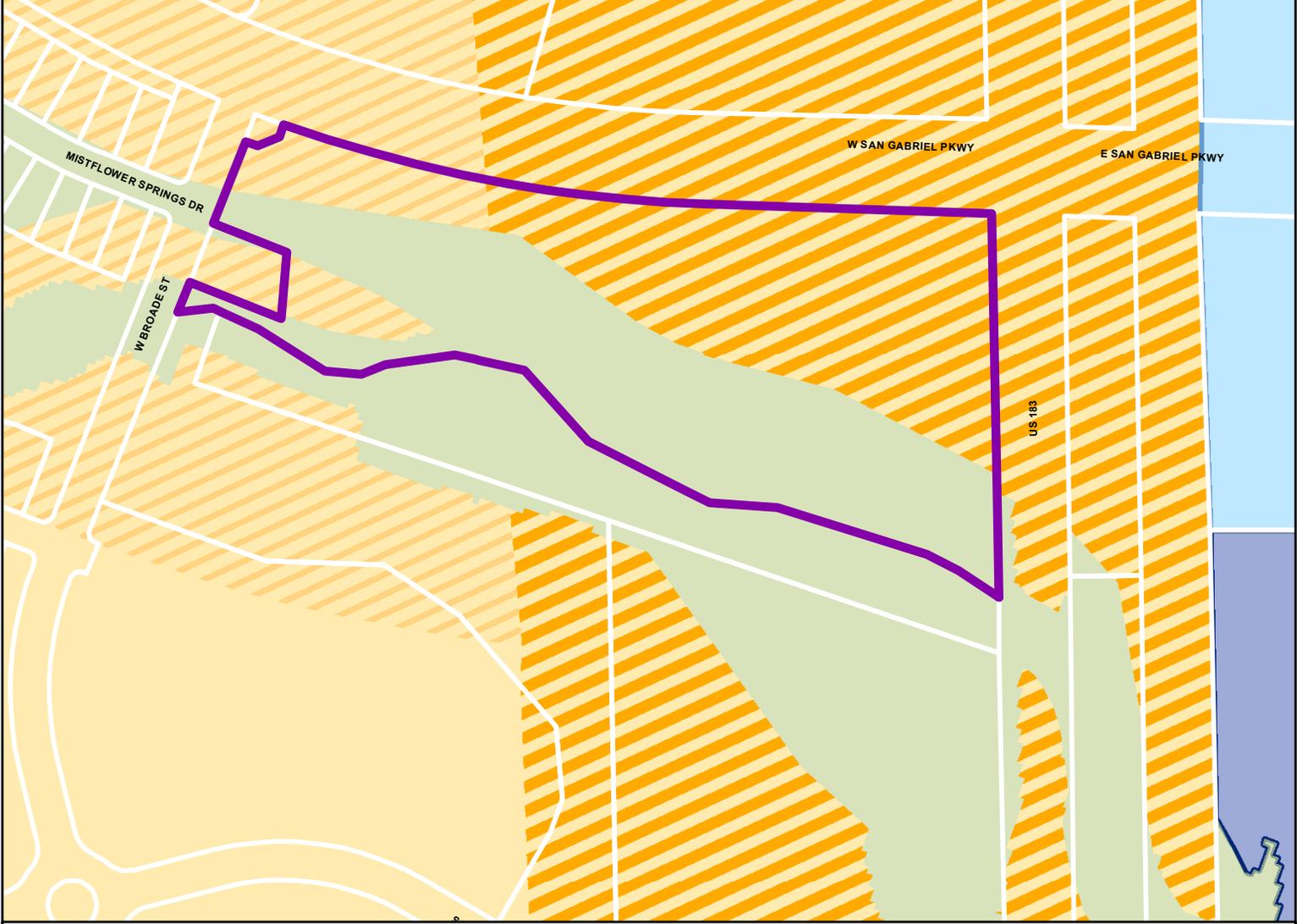
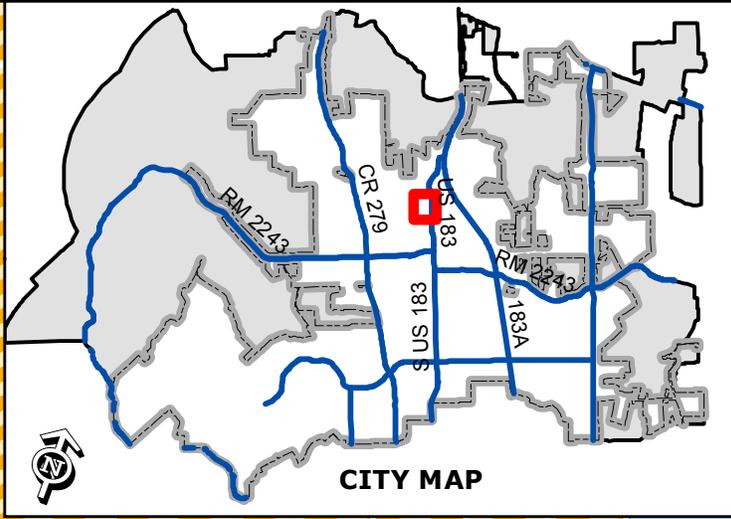


ZONING CASE 15-TOD-Z-030 Attachment #2 Current Zoning Map - Tylerville PUD

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



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ZONING CASE 15-TOD-Z-030 Attachment #3 Future Land Use Map - Tylerville PUD

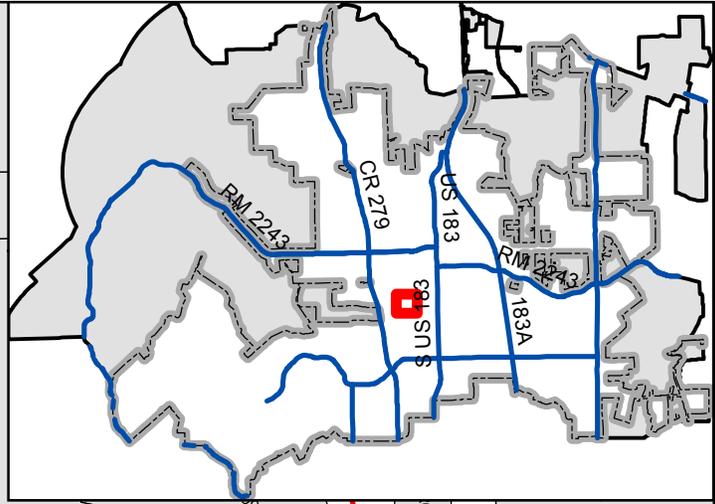
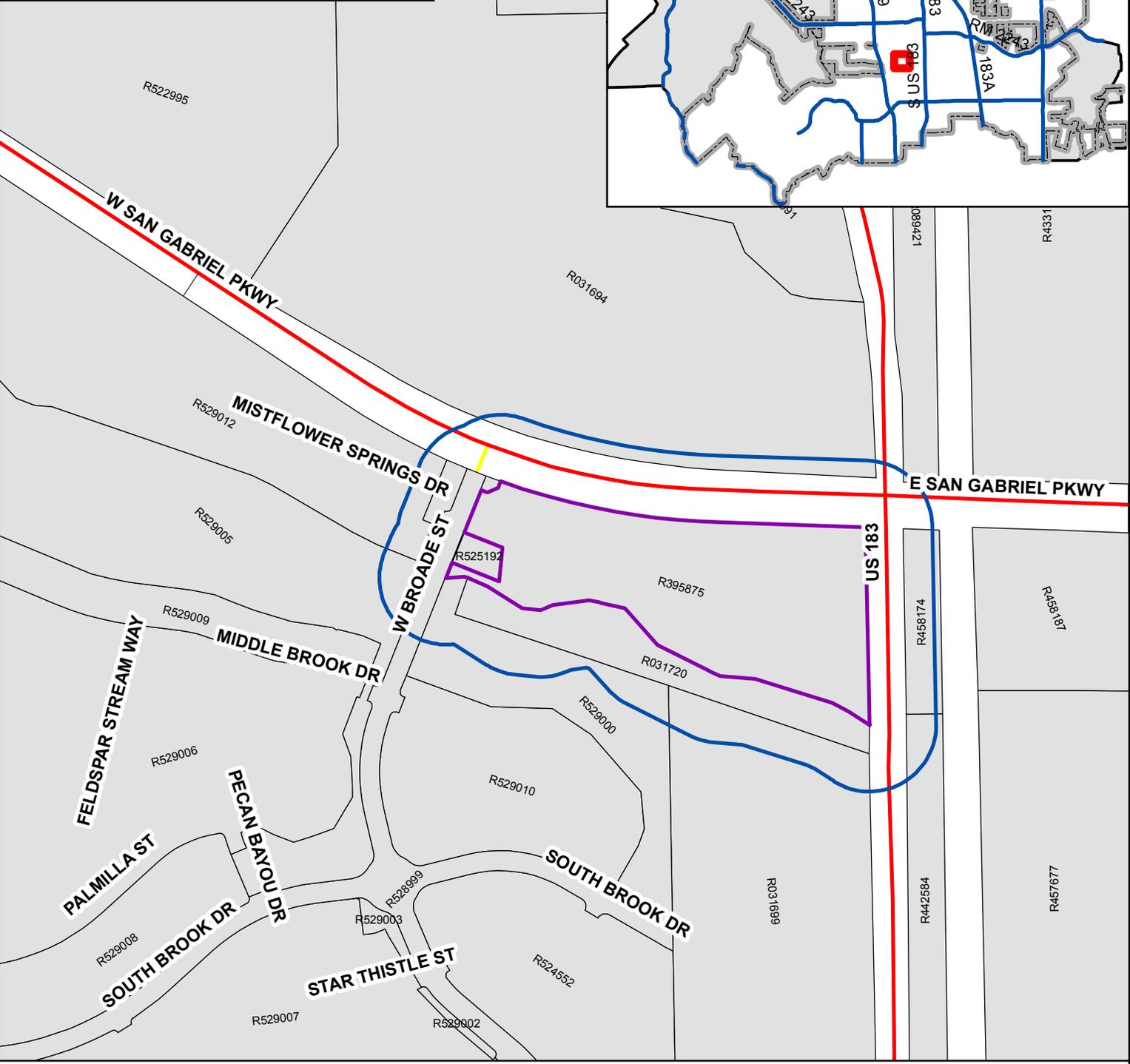
 Subject Property	 Commercial Corridor	 Transit Supportive Mixed Use
 City Limits	 Neighborhood Center	 Station Area Mixed Use
 Open Space	 Community Center	 Old Town Mixed Use
 Mixed Use Corridor	 Activity Center	 Employment Mixed Use
		 Industrial District
		 Neighborhood Residential





0 200
Feet

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

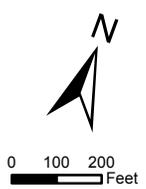


ZONING CASE 15-TOD-Z-030

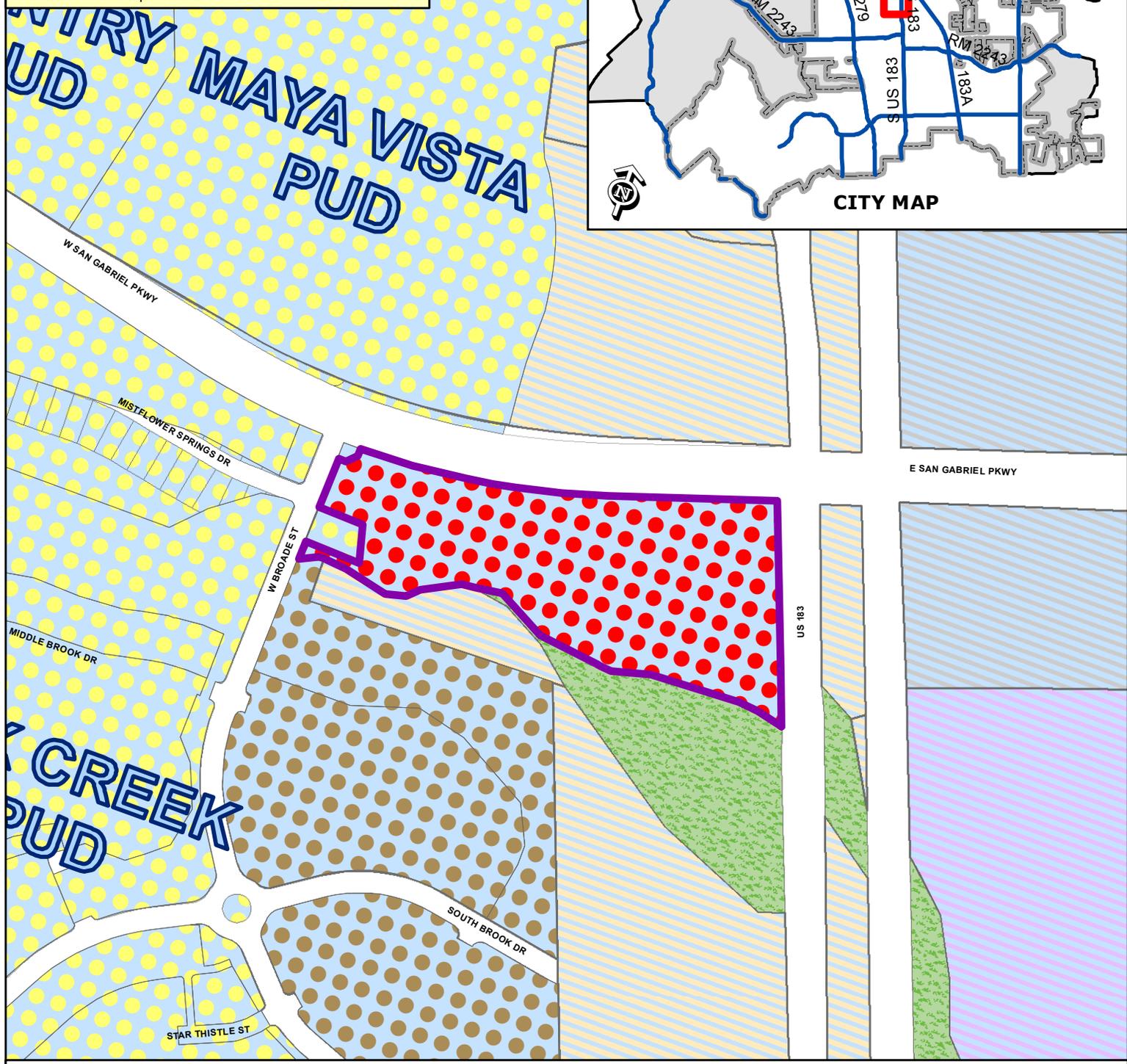
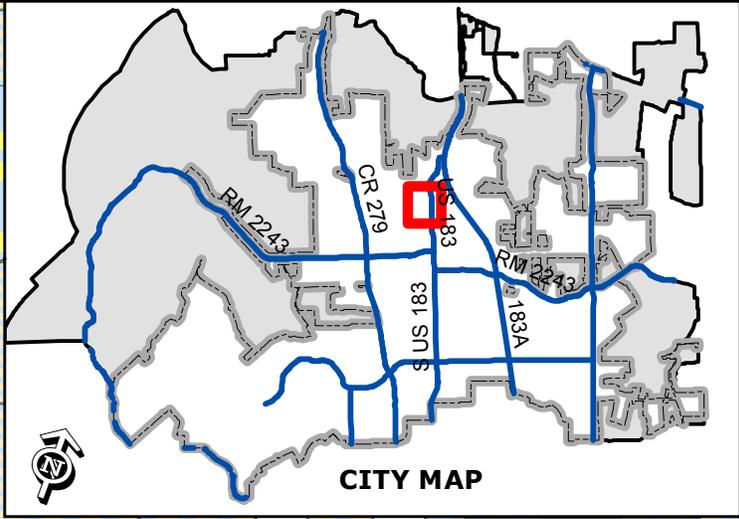
Attachment #4

Notification Map
Tylerville Commercial PUD Amendment

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

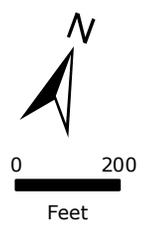


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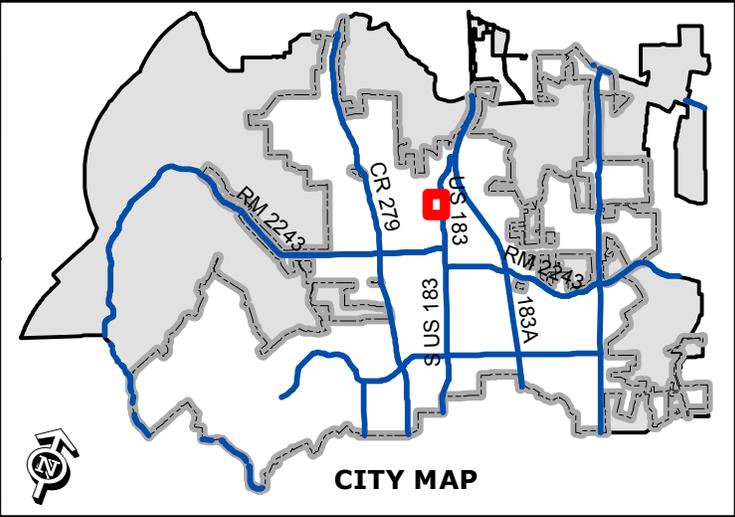


ZONING CASE 15-TOD-Z-030 Attachment #5 Proposed Zoning Map - Tylerville PUD

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



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ZONING CASE 15-TOD-Z-030 Attachment #6

Aerial Exhibit - Approximate Boundaries
Tylerville Commercial PUD



-  Subject Property
-  City Limits

Exhibit A

Tylerville Commercial Planned Unit Development

A. Purpose and Intent

The Tylerville Commercial PUD is composed of approximately 10.6 acres, as described in Exhibit B (Field Notes). The development of this property is planned as a high quality, non-residential development with a variety of office and retail offerings.

Tylerville Commercial has been designed to create a walkable, pedestrian friendly development providing retail services and employment to the surrounding area. The contents of this PUD further explain and illustrate the overall appearance and function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general development vision and design concepts and is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plan depicts a mix of non-residential offerings and open space areas which are contemplated within the development.

B. Applicability and Base Zoning

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

For the purpose of establishing development standards for the PUD, base zoning districts have been selected from the Leander Composite Zoning Ordinance for the various non-residential products proposed within the PUD.

- Base District General Commercial (GC-3-A)
- Base District General Commercial (GC-2-A)
- Base District Local Commercial (LC-2-A)

Each plat or site plan submitted to the City will identify the use at the time of City Submittal. All development within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD shall control.

C. Conceptual Site Layout and Land Use Plan

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

The Tylerville Commercial project is comprised of a mix of various office and retail products. The product placement within the development is planned to provide the following development pattern:

- Parcel 3, GC-3-A General Commercial

At the corner of US 183 and San Gabriel Parkway is a 2.1 acre tract. This tract will be the location of a convenience store with gas pumps, providing services to the surrounding areas (See Exhibit E: Concept Site Plan). As defined in Section F of this PUD, Parcel 3 shall be exempt from Section 2.4.e of the Development Standards for the Conventional Development Sector (CD). While the convenience store building will meet the Ordinance intent along San Gabriel Parkway, the gas pumps will be located along US 183 as described below.

Gas pumps will be set to the side of the primary building elevation viewed from US 183. The gas pump facility shall be located no closer to US 183 than the front elevation of the convenience store building. A tire air station will also be located set back from the convenience store's San Gabriel Parkway elevation.

The architectural standards of the convenience store shall be consistent with those established within the Leander Composite Zoning Ordinance GC-3-A. All other constructed structures shall complement the convenience store architectural style.

Article VI, Section 1, Landscaping and Screening of the Composite Zoning Ordinance establishes minimum landscape and screening requirements.

The landscape area for Parcel 3 will be increased from the commercial uses minimum of 15% (as established in Article VI, Section 1.b.(9)iii) to a minimum of 20%. Additionally, the gas pump facility will be screened from the view of at least 60% of adjacent properties outside this PUD in addition to being screened from any public ROW. See Exhibit D: Parcel 3 Landscape Screening, for prototypical screening to be provided along US 183 and San Gabriel Parkway.

- Parcel 2, GC-2-A General Commercial

West of Parcel 3 will be a 4.8 acre tract. Located within this tract will be a mix of retail and office buildings, associated parking and detention/water quality facilities. As Illustrated on Exhibit C, Conceptual Site Layout and Land Use Plan, Parcel 2 is located along the creek corridor. This PUD seeks to place buildings and potential outdoor spaces in a manner to enjoy the creek corridor. Therefore, as defined in Section F of this PUD, Parcel 2 shall be exempt from Section 2.4.e of the Development Standards for the Conventional Development Sector (CD).

- Parcel 1, LC-2-A Local Commercial

The western tract is 3.7 acres. A mix of retail and office buildings and associated parking shall be located within this parcel. Due to the Parcel's proximity to residential communities north and west of the parcel, the parcel will be zoned LC-2-A as a transition intensity. As Illustrated on Exhibit C, Conceptual Site Layout and

Land Use Plan, Parcel 1 is located along the creek corridor. This PUD seeks to place buildings and potential outdoor spaces in a manner to enjoy the creek corridor. Therefore, as defined in Section F of this PUD, Parcel 1 shall be exempt from Section 2.4.e of the Development Standards for the Conventional Development Sector (CD).

D. Parkland/Open Space/Trails

Exhibit C, Conceptual Site Layout and Land Use Plan illustrates the property's relationship to the creek corridor. The creek is not located within the boundary of this PUD.

An internal, private pedestrian network is anticipated linking buildings with each other and associated parking lots. During site planning of said pedestrian networks, connections will be provided to the offsite regional North Brushy Creek Trail.

E. Riparian Corridors

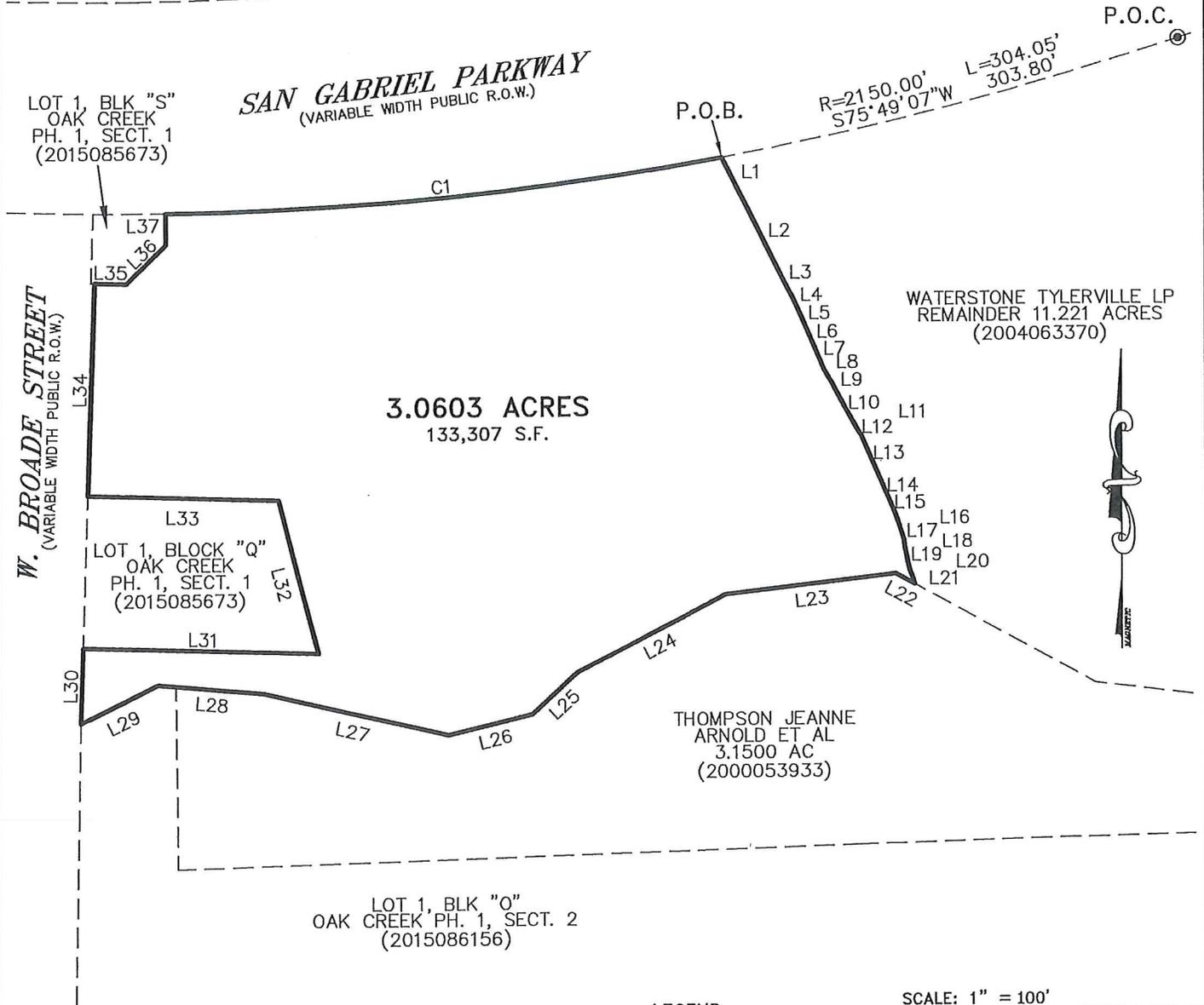
As noted within this PUD, a creek runs along the southern boundary of the PUD. As such, Section 49, Riparian Corridors of the Subdivision Ordinance requires the establishment of a riparian corridor along the creek and associated tributaries. Exhibit E, Floodplain Exhibit, illustrates the modified riparian corridor within the boundary of this PUD. The area highlighted in blue on Exhibit F has been removed from the riparian corridor and associated development regulations.

F. Architectural Criteria

All office and commercial product within this PUD shall comply with the Development Standards for the Conventional Development Sector (CD) with the following exceptions.

1. Parcels 1,2,3 shall be exempt from Section 2.4.e.:
“A continuous building frontage is required. The frontage may only be broken by a street, pedestrian passage, courtyard or similar feature approved by the Planning Director. For phase building construction within a block, a screen wall or landscape hedge shall be constructed at the building frontage line prior to building construction.”

SKETCH TO ACCOMPANY FIELD NOTES FOR 3.0603 ACRES OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF AN 11.221 ACRE TRACT CONVEYED TO WATERSTONE TYLerville LP BY DEED RECORDED IN DOCUMENT NO. 2004063370, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



3.0603 ACRES
133,307 S.F.

WATERSTONE TYLERVILLE LP
REMAINDER 11.221 ACRES
(2004063370)

THOMPSON JEANNE
ARNOLD ET AL
3.1500 AC
(2000053933)

LOT 1, BLK "O"
OAK CREEK PH. 1, SECT. 2
(2015086156)

LEGEND

- ⊙ 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- △ NAIL FOUND

SCALE: 1" = 100'
JOB NUMBER: 15_206

CRICHTON
AND ASSOCIATES INC.
LAND SURVEYORS

TBLS Firm # 101727-00
6448 East Highway 290
Suite B105
Austin, Texas 78723
(512) 244-3395
Orders@CrichtonandAssociates.com

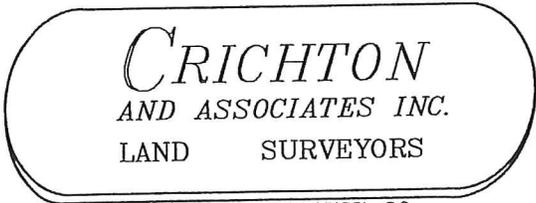
Ex B 4 of 11



SKETCH TO ACCOMPANY FIELD NOTES FOR 3.0603 ACRES OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF AN 11.221 ACRE TRACT CONVEYED TO WATERSTONE TYLERVILLE LP BY DEED RECORDED IN DOCUMENT NO. 2004063370, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	41.33	S26°48'57"E
L2	42.76	S26°22'45"E
L3	17.78	S27°16'38"E
L4	13.73	S23°14'28"E
L5	11.94	S23°34'10"E
L6	13.95	S23°11'49"E
L7	10.04	S23°05'05"E
L8	10.41	S30°52'12"E
L9	15.16	S27°15'29"E
L10	18.67	S28°28'41"E
L11	4.94	S33°20'56"E
L12	6.80	S22°19'19"E
L13	29.96	S23°45'48"E
L14	15.50	S22°55'37"E
L15	8.15	S21°32'45"E
L16	12.23	S16°48'55"E
L17	4.55	S07°44'54"E
L18	11.05	S11°15'18"E
L19	5.29	S13°51'58"E
L20	4.03	S21°08'17"E
L21	4.54	S19°24'44"E
L22	14.23	N61°12'03"W
L23	109.99	S83°28'22"W
L24	108.08	S62°50'32"W
L25	40.13	S48°09'34"W
L26	55.40	S76°19'29"W
L27	121.71	N76°56'31"W
L28	68.92	N85°07'58"W
L29	55.12	S63°50'48"W
L30	48.73	N01°44'18"E
L31	152.13	S88°15'45"E
L32	102.19	N14°42'21"W
L33	123.20	N88°15'45"W
L34	136.75	N01°44'18"E
L35	20.00	S88°15'42"E
L36	35.85	N46°01'53"E
L37	20.05	N00°25'05"W

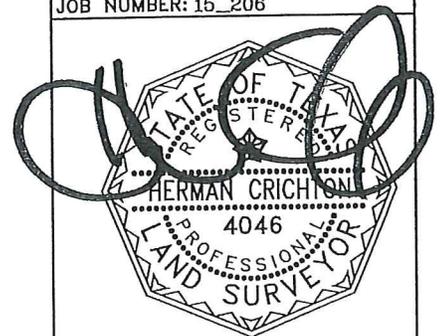
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TBLS Firm # 101727-00
6448 East Highway 290
Suite B105
Austin, Texas 78723
(512) 244-3395
Orders@CrichtonandAssociates.com

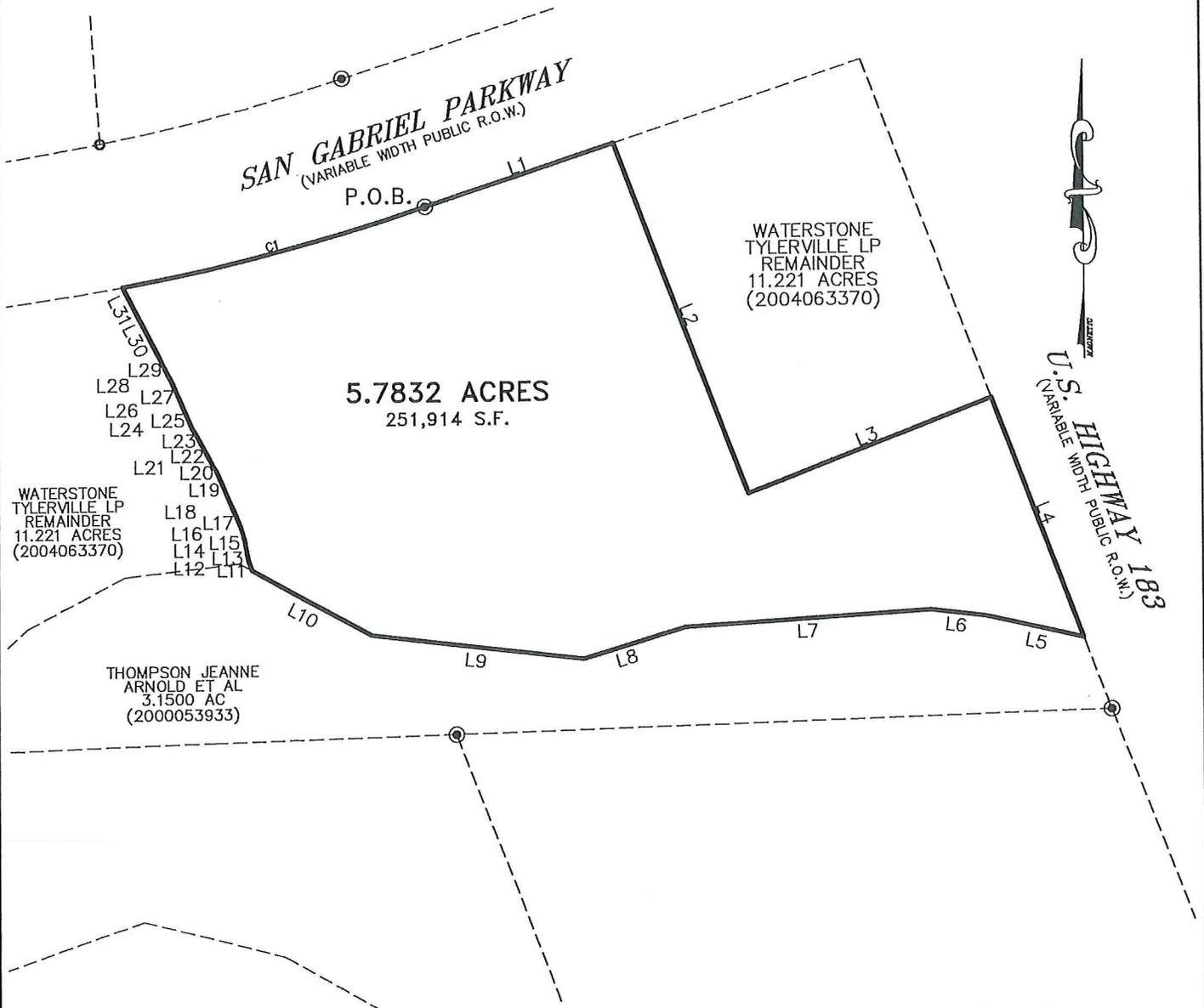
Ex 5 of 11

SCALE: 1" = N/A
JOB NUMBER: 15_206



DATE: October 16, 2015

SKETCH TO ACCOMPANY FIELD NOTES FOR 5.7832 ACRES OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF AN 11.221 ACRE TRACT CONVEYED TO WATERSTONE TYLERVILLE LP BY DEED RECORDED IN DOCUMENT NO. 2004063370, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



5.7832 ACRES
251,914 S.F.

WATERSTONE TYLERVILLE LP REMAINDER
11.221 ACRES
(2004063370)

THOMPSON JEANNE ARNOLD ET AL
3.1500 AC
(2000053933)

LEGEND

- ⊙ 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- △ NAIL FOUND

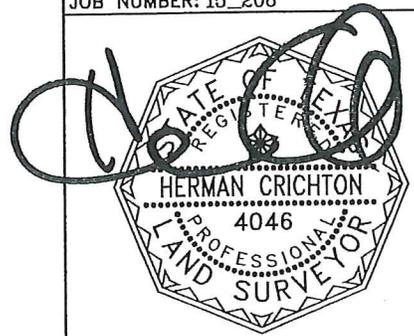
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JOB NUMBER: 15_208

CRICHTON
AND ASSOCIATES INC.
LAND SURVEYORS

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6448 East Highway 290
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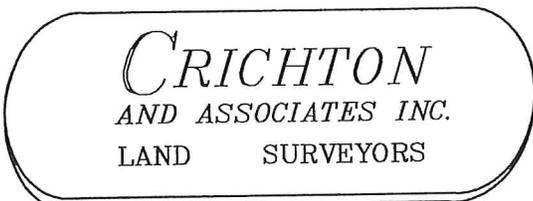
Ex B 8 of 11



SKETCH TO ACCOMPANY FIELD NOTES FOR 5.7832 ACRES OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF AN 11.221 ACRE TRACT CONVEYED TO WATERSTONE TYLERVILLE LP BY DEED RECORDED IN DOCUMENT NO. 2004063370, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

LINE TABLE		
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L3	252.45	N69°12'16"E
L4	250.00	S20°55'02"E
L5	98.29	N77°02'12"W
L6	54.18	N83°00'19"W
L7	237.79	S86°46'20"W
L8	103.76	S73°39'28"W
L9	207.01	N83°05'56"W
L10	133.40	N61°12'03"W
L11	4.54	N19°24'44"W
L12	4.03	N21°08'17"W
L13	5.29	N13°51'58"W
L14	11.05	N11°15'18"W
L15	4.55	N07°44'54"W
L16	12.23	N16°48'55"W
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L18	15.50	N22°55'37"W
L19	29.96	N23°45'48"W
L20	6.80	N22°19'19"W
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CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	304.05	2150.00	N75°49'07"E	303.80



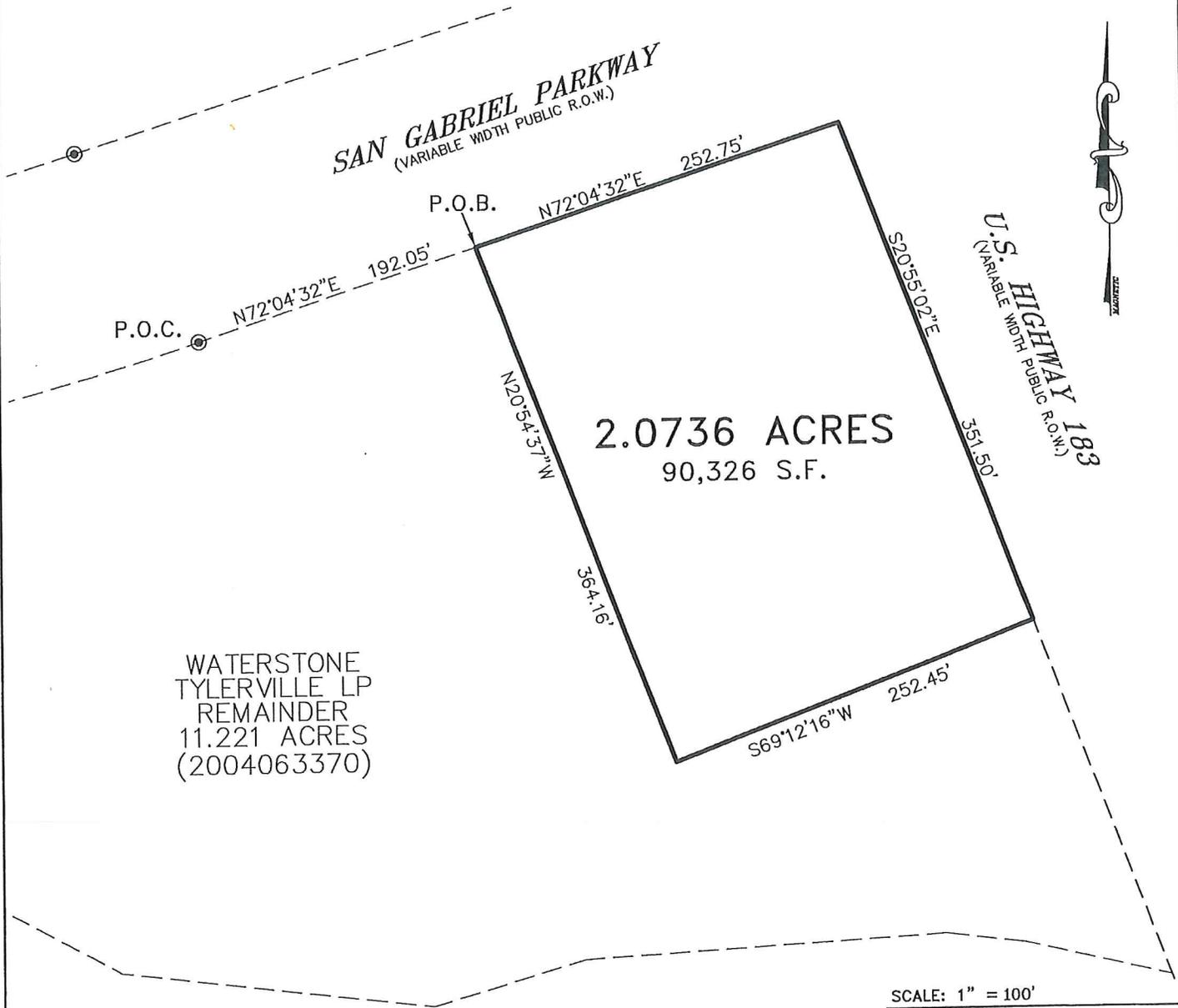
TBLS Firm # 101727-00
6448 East Highway 290
Suite B105
Austin, Texas 78723
(512) 244-3395
Orders@CrichtonandAssociates.com

LB 9 of 11

SCALE: 1" = N/A
JOB NUMBER: 15_206



SKETCH TO ACCOMPANY FIELD NOTES FOR 5.7832 ACRES OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF AN 11.221 ACRE TRACT CONVEYED TO WATERSTONE TYLERVILLE LP BY DEED RECORDED IN DOCUMENT NO. 2004063370, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



LEGEND

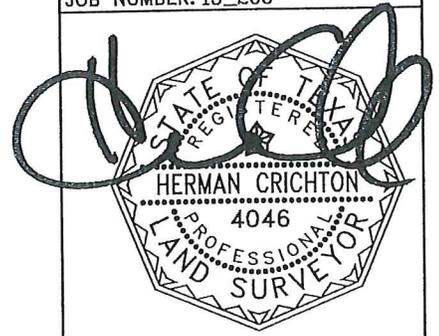
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- △ NAIL FOUND

SCALE: 1" = 100'
JOB NUMBER: 15_206

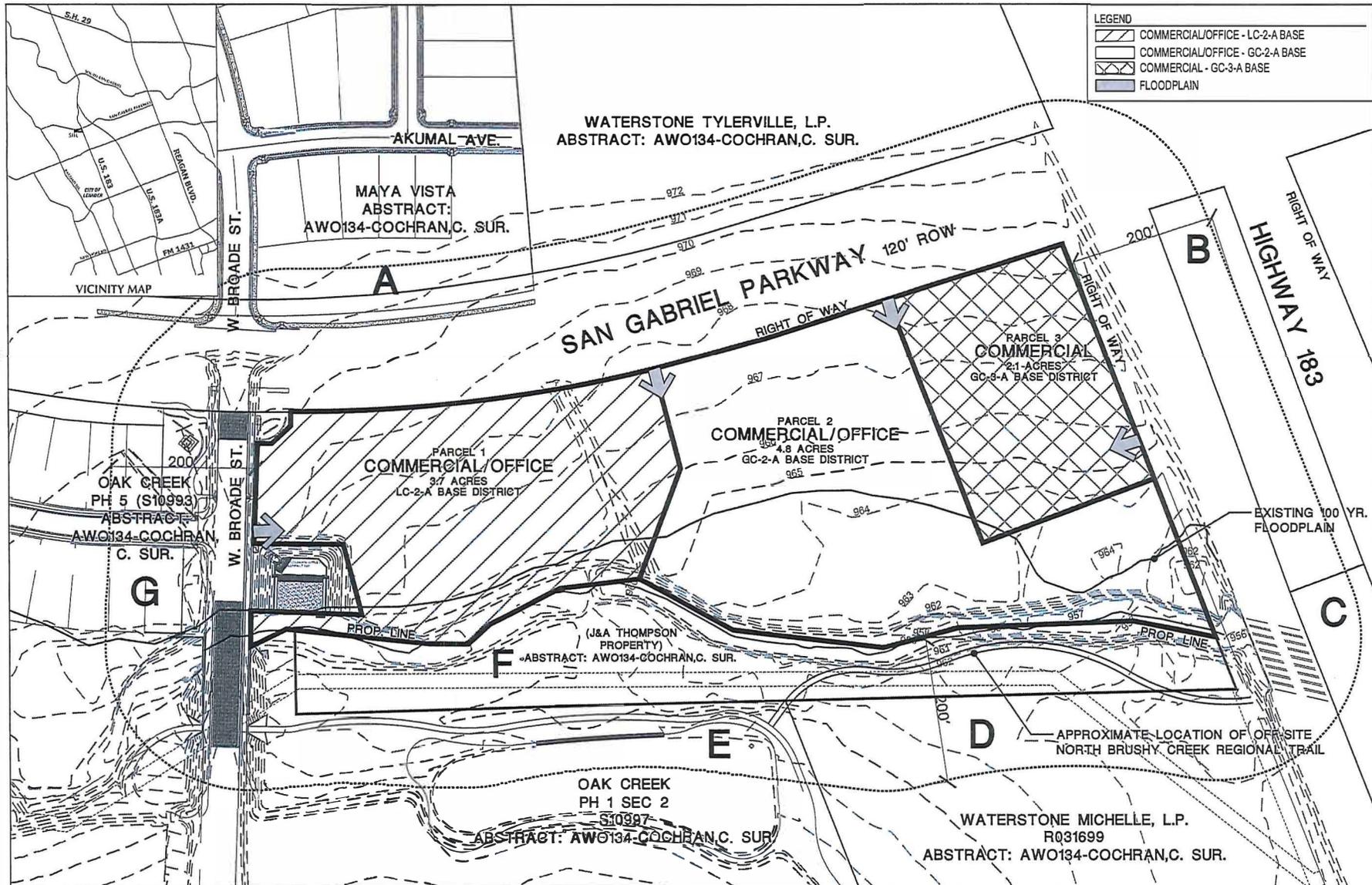
CRICHTON
AND ASSOCIATES INC.
LAND SURVEYORS

TBLS Firm # 101727-00
6448 East Highway 290
Suite B105
Austin, Texas 78723
(512) 244-3395
Orders@CrichtonandAssociates.com

Ex B 11 of 11



DATE: October 16, 2015



LEGEND

- COMMERCIAL/OFFICE - LC-2-A BASE
- COMMERCIAL/OFFICE - GC-2-A BASE
- COMMERCIAL - GC-3-A BASE
- FLOODPLAIN

SEC Planning, LLC

LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING

4181 N. Pleasant Lane, Suite 100
Austin, TX 78751
T: 512-335-5277
F: 512-335-5277
E: info@secplanning.com

OWNER:

POHL PARTNERS
10000 Faxon Park Blvd #240
Austin, TX 78750
T: 512-335-5277

EXHIBIT C
**CONCEPTUAL SITE LAYOUT
AND LAND USE PLAN**
TYLLERVILLE COMMERCIAL
LEANDER, TEXAS

T:\12010-POHL\Civil\PLANNING\Submittals\Zoning Application_2015-10-01\TYLLERVILLE_SitePlan\Conceptual Plan.dwg

Issue#	Comment	Date
1	Concept Submittal	10-15-2015
2	Comments Set #1	12-16-2015
3	Comments Set #2	02-10-2016
4	Comments Set #3	03-14-2016
5	Comments Set #4	05-19-2016

Revisions:
1
2
3
4
5

Issue Date: October 15, 2015

Drawn By: CJ
Reviewed By: TV

Project No.: 150010-POHL

Number	SEC ID	Property ID	First Name	MGR#	Last Name	Additional Name	Street Address	City	State	Zip
1	A	R03104	Waterstone Tyllerville LP				10000 Faxon Park Blvd, SL 123	Austin	Texas	78750
2	B	R03874	Dufur Family Oilstock LLC				2 Sam Wilson, TR of Dorothy Wilcox Energy Family Tr	Austin	Texas	78708
3	C	R44264	Trustee Village Investments Ltd				1201 S. Capital of Texas Hwy Ste 300A	West Lake Hills	Texas	78740
4	D	R021896	Waterstone Michelle LP				10000 Avery Club Dr	Austin	Texas	78717
5	E	R020000	Seminole/Garner Leander LLC				4918 Campus Dr	Newport Beach	California	92660
6	F	R031720	James		Thompson	Arnold	305 Lake Sempronville Trail	Georgetown	Texas	78623
7	G	R025112	Seminar/Center Leander LLC				4918 Campus Dr	Newport Beach	California	92660

PARCEL	PHASE	APRX. LUE'S	APRX. TRIPS**
1	3 (2022)	16	1,030
2	2 (2020)	9	465
3	1 (2018)	55	3,350

*ROADWAY ADEQUACY FEES MAY BE REQUIRED AT TIME OF SITE DEVELOPMENT FOR SAN GABRIEL PKWY.
**A T.L.A. WILL BE REQUIRED AT SITE DEVELOPMENT IF THE AVERAGE DAILY TRIPS FOR THE ENTIRE PROJECT IS 2,000 OR MORE TRIPS PER DAY.

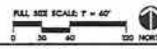
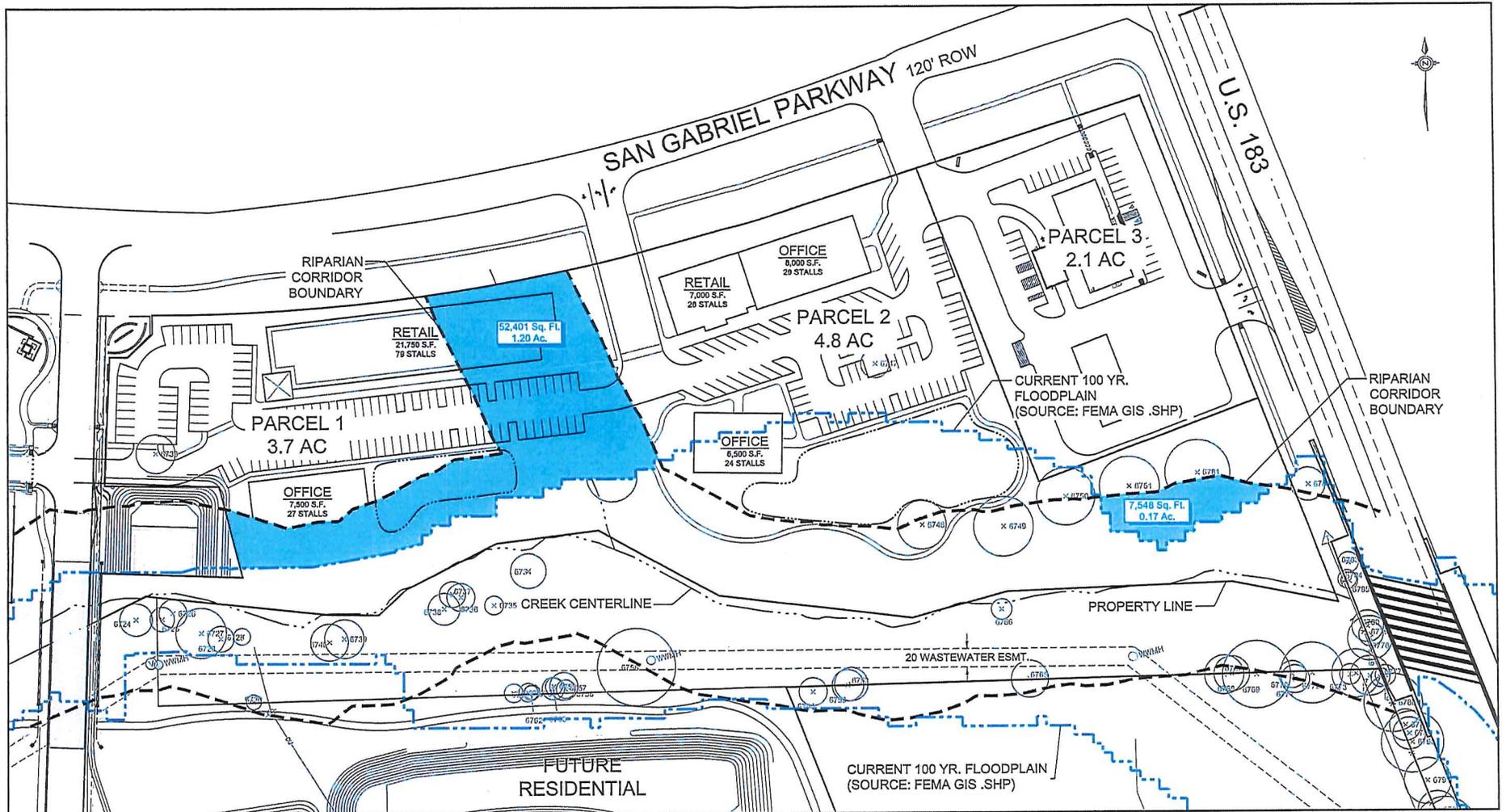




Exhibit D

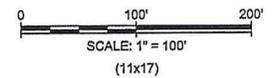
Parcel 3 Landscape Screening



LAND DEV
 CONSULTING, LLC
 OFFICE: 512.872.6696
 FIRM NO. 16384

TYLERVILLE SOUTH
FLOODPLAIN EXHIBIT
 LEANDER, TEXAS

MAY 09, 2016
EXHIBIT F





SEC Planning, LLC

Land Planning + Landscape Architecture + Community Branding

CLIENT-CENTERED THINKING™

October 14, 2015

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

Re: Description of Property and Letter of Intent

The Tylerville Commercial tract is a 10.6 acre tract of land located within the City of Leander at the southwest intersection of US 183 and San Gabriel Parkway. It is the Applicant's intent and request to rezone the entire 10.6 acres with a mix of commercial and office. Please see the included Requested Zoning Exhibit for an illustrative depiction of the requested zoning districts.

Tylerville Commercial is conveniently located at the intersection of two major north/south and east/west roads in the northwest portion of the City. Along with strong access from these roadways, the property is in close proximity to future residential neighborhoods, some of which are now under development. The requested rezoning request will provide employment, retail and service opportunities within walkable distance of these neighborhoods.

Current site conditions are also favorable for the vision of a higher intensity development. The property consists of flat pasture lands with limited tree coverage. The southern boundary of the tract is a creek and associated floodplain. This corridor will remain open, providing the opportunity for future pedestrian trail connections.

Thank you for your consideration of this zoning change request. The Applicant believes this location has the potential to help meet service and employment goals for Leander.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter Verdicchio", is written over the typed name.

Peter Verdicchio, RLA, LEED AP, ASLA
Principal

ORDINANCE NO #

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

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

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

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

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

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

Section 2. Amendment of TODD Ordinance. Ordinance No.05-026, as amended, the City of Leander TODD Ordinance, is hereby modified and amended for these Properties as set forth in Section 3.

Section 3. Applicability. The TODD Ordinance is hereby amended by creating the Tylerville Commercial PUD, which are herein referred to as the "Property," generally located to the southwest of the intersection of San Gabriel Pkwy and US 183, and more particularly described as follows: those certain parcels of land being 11.221 acres, more or less, out of the Charles Cochran Survey Abstract No. 134; located in Leander, Williamson County, Texas, being more particularly shown and described in Exhibit "B"; and identified by tax identification number R395875; more particularly described in instrument number 2004063370 recorded in the Williamson County Official Public Records.

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

applicable regulations of the City.

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

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

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

PASSED AND APPROVED on First Reading this the 7th day of July, 2016.
FINALLY PASSED AND APPROVED on this the 21st day of July, 2016.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

Exhibit A

Tylerville Commercial Planned Unit Development

A. Purpose and Intent

The Tylerville Commercial PUD is composed of approximately 10.6 acres, as described in Exhibit B (Field Notes). The development of this property is planned as a high quality, non-residential development with a variety of office and retail offerings.

Tylerville Commercial has been designed to create a walkable, pedestrian friendly development providing retail services and employment to the surrounding area. The contents of this PUD further explain and illustrate the overall appearance and function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general development vision and design concepts and is not intended to serve as a final document. The Conceptual Site Layout and Land Use Plan depicts a mix of non-residential offerings and open space areas which are contemplated within the development.

B. Applicability and Base Zoning

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

For the purpose of establishing development standards for the PUD, base zoning districts have been selected from the Leander Composite Zoning Ordinance for the various non-residential products proposed within the PUD.

- Base District General Commercial (GC-3-A)
- Base District General Commercial (GC-2-A)
- Base District Local Commercial (LC-2-A)

Each plat or site plan submitted to the City will identify the use at the time of City Submittal. All development within the PUD will comply with the modified development standards of this PUD. In the case that this PUD does not address a specific City requirement, the Leander Composite Zoning Ordinance shall apply. In the event of a conflict between this PUD and the base zoning district found in the Leander Composite Zoning Ordinance, this PUD shall control.

C. Conceptual Site Layout and Land Use Plan

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

The Tylerville Commercial project is comprised of a mix of various office and retail products. The product placement within the development is planned to provide the following development pattern:

- Parcel 3, GC-3-A General Commercial

At the corner of US 183 and San Gabriel Parkway is a 2.1 acre tract. This tract will be the location of a convenience store with gas pumps, providing services to the surrounding areas (See Exhibit E: Concept Site Plan). As defined in Section F of this PUD, Parcel 3 shall be exempt from Section 2.4.e of the Development Standards for the Conventional Development Sector (CD). While the convenience store building will meet the Ordinance intent along San Gabriel Parkway, the gas pumps will be located along US 183 as described below.

Gas pumps will be set to the side of the primary building elevation viewed from US 183. The gas pump facility shall be located no closer to US 183 than the front elevation of the convenience store building. A tire air station will also be located set back from the convenience store's San Gabriel Parkway elevation.

The architectural standards of the convenience store shall be consistent with those established within the Leander Composite Zoning Ordinance GC-3-A. All other constructed structures shall complement the convenience store architectural style.

Article VI, Section 1, Landscaping and Screening of the Composite Zoning Ordinance establishes minimum landscape and screening requirements.

The landscape area for Parcel 3 will be increased from the commercial uses minimum of 15% (as established in Article VI, Section 1.b.(9)iii) to a minimum of 20%. Additionally, the gas pump facility will be screened from the view of at least 60% of adjacent properties outside this PUD in addition to being screened from any public ROW. See Exhibit D: Parcel 3 Landscape Screening, for prototypical screening to be provided along US 183 and San Gabriel Parkway.

- Parcel 2, GC-2-A General Commercial

West of Parcel 3 will be a 4.8 acre tract. Located within this tract will be a mix of retail and office buildings, associated parking and detention/water quality facilities. As Illustrated on Exhibit C, Conceptual Site Layout and Land Use Plan, Parcel 2 is located along the creek corridor. This PUD seeks to place buildings and potential outdoor spaces in a manner to enjoy the creek corridor. Therefore, as defined in Section F of this PUD, Parcel 2 shall be exempt from Section 2.4.e of the Development Standards for the Conventional Development Sector (CD).

- Parcel 1, LC-2-A Local Commercial

The western tract is 3.7 acres. A mix of retail and office buildings and associated parking shall be located within this parcel. Due to the Parcel's proximity to residential communities north and west of the parcel, the parcel will be zoned LC-2-A as a transition intensity. As Illustrated on Exhibit C, Conceptual Site Layout and

Land Use Plan, Parcel 1 is located along the creek corridor. This PUD seeks to place buildings and potential outdoor spaces in a manner to enjoy the creek corridor. Therefore, as defined in Section F of this PUD, Parcel 1 shall be exempt from Section 2.4.e of the Development Standards for the Conventional Development Sector (CD).

D. Parkland/Open Space/Trails

Exhibit C, Conceptual Site Layout and Land Use Plan illustrates the property's relationship to the creek corridor. The creek is not located within the boundary of this PUD.

An internal, private pedestrian network is anticipated linking buildings with each other and associated parking lots. During site planning of said pedestrian networks, connections will be provided to the offsite regional North Brushy Creek Trail.

E. Riparian Corridors

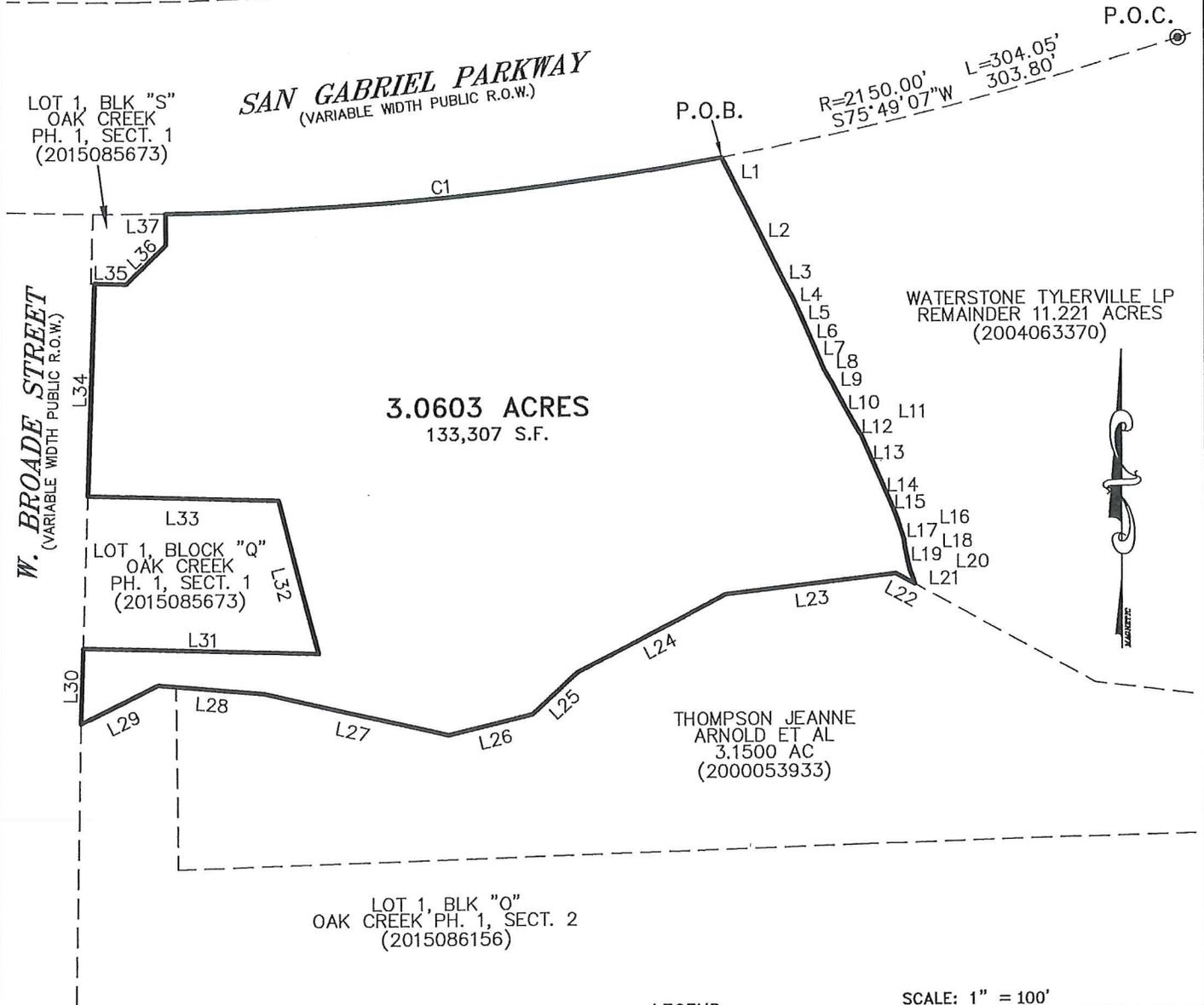
As noted within this PUD, a creek runs along the southern boundary of the PUD. As such, Section 49, Riparian Corridors of the Subdivision Ordinance requires the establishment of a riparian corridor along the creek and associated tributaries. Exhibit E, Floodplain Exhibit, illustrates the modified riparian corridor within the boundary of this PUD. The area highlighted in blue on Exhibit F has been removed from the riparian corridor and associated development regulations.

F. Architectural Criteria

All office and commercial product within this PUD shall comply with the Development Standards for the Conventional Development Sector (CD) with the following exceptions.

1. Parcels 1,2,3 shall be exempt from Section 2.4.e.:
“A continuous building frontage is required. The frontage may only be broken by a street, pedestrian passage, courtyard or similar feature approved by the Planning Director. For phase building construction within a block, a screen wall or landscape hedge shall be constructed at the building frontage line prior to building construction.”

SKETCH TO ACCOMPANY FIELD NOTES FOR 3.0603 ACRES OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF AN 11.221 ACRE TRACT CONVEYED TO WATERSTONE TYLerville LP BY DEED RECORDED IN DOCUMENT NO. 2004063370, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



3.0603 ACRES
133,307 S.F.

WATERSTONE TYLERVILLE LP
REMAINDER 11.221 ACRES
(2004063370)

THOMPSON JEANNE
ARNOLD ET AL
3.1500 AC
(2000053933)

LOT 1, BLK "O"
OAK CREEK PH. 1, SECT. 2
(2015086156)

LEGEND

- ⊙ 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- △ NAIL FOUND

SCALE: 1" = 100'
JOB NUMBER: 15_206

CRICHTON
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LAND SURVEYORS

TBLS Firm # 101727-00
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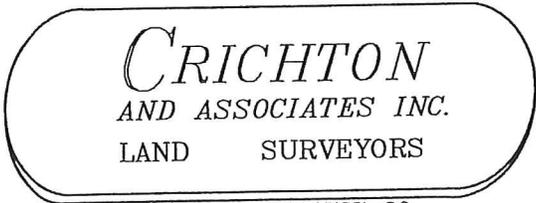
Ex B 4 of 11



SKETCH TO ACCOMPANY FIELD NOTES FOR 3.0603 ACRES OUT OF THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF AN 11.221 ACRE TRACT CONVEYED TO WATERSTONE TYLERVILLE LP BY DEED RECORDED IN DOCUMENT NO. 2004063370, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	41.33	S26°48'57"E
L2	42.76	S26°22'45"E
L3	17.78	S27°16'38"E
L4	13.73	S23°14'28"E
L5	11.94	S23°34'10"E
L6	13.95	S23°11'49"E
L7	10.04	S23°05'05"E
L8	10.41	S30°52'12"E
L9	15.16	S27°15'29"E
L10	18.67	S28°28'41"E
L11	4.94	S33°20'56"E
L12	6.80	S22°19'19"E
L13	29.96	S23°45'48"E
L14	15.50	S22°55'37"E
L15	8.15	S21°32'45"E
L16	12.23	S16°48'55"E
L17	4.55	S07°44'54"E
L18	11.05	S11°15'18"E
L19	5.29	S13°51'58"E
L20	4.03	S21°08'17"E
L21	4.54	S19°24'44"E
L22	14.23	N61°12'03"W
L23	109.99	S83°28'22"W
L24	108.08	S62°50'32"W
L25	40.13	S48°09'34"W
L26	55.40	S76°19'29"W
L27	121.71	N76°56'31"W
L28	68.92	N85°07'58"W
L29	55.12	S63°50'48"W
L30	48.73	N01°44'18"E
L31	152.13	S88°15'45"E
L32	102.19	N14°42'21"W
L33	123.20	N88°15'45"W
L34	136.75	N01°44'18"E
L35	20.00	S88°15'42"E
L36	35.85	N46°01'53"E
L37	20.05	N00°25'05"W

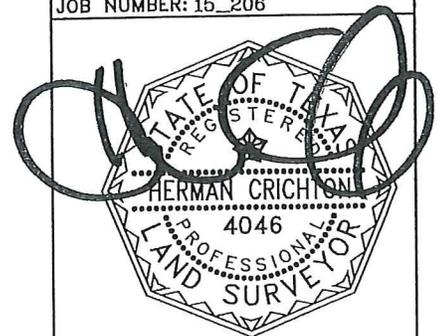
CURVE TABLE				
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TBLS Firm # 101727-00
6448 East Highway 290
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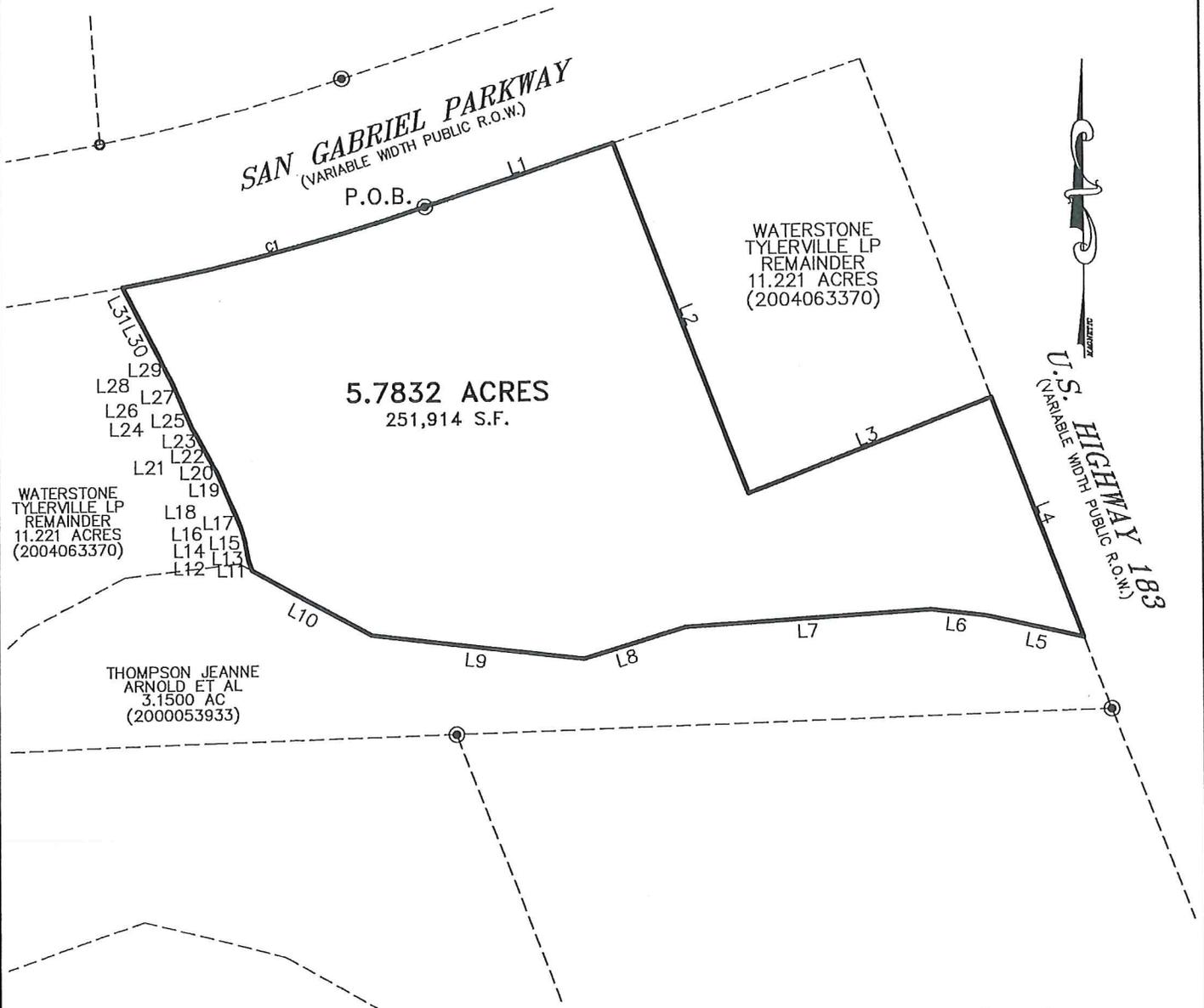
Ex 5 of 11

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JOB NUMBER: 15_206



DATE: October 16, 2015

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5.7832 ACRES
251,914 S.F.

WATERSTONE TYLERVILLE LP REMAINDER
11.221 ACRES
(2004063370)

THOMPSON JEANNE ARNOLD ET AL
3.1500 AC
(2000053933)

LEGEND

- ⊙ 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- △ NAIL FOUND

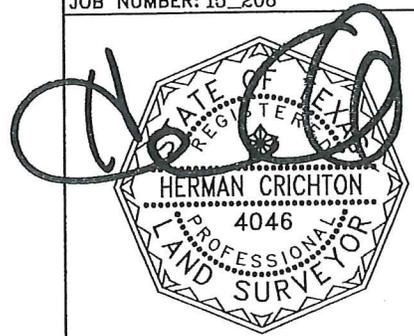
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JOB NUMBER: 15_208

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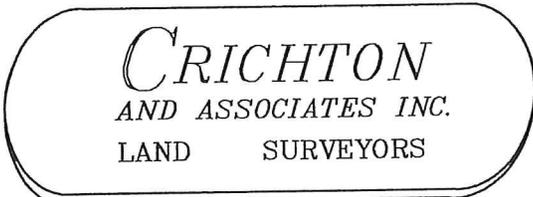
Ex B 8 of 11



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LINE TABLE		
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L3	252.45	N69°12'16"E
L4	250.00	S20°55'02"E
L5	98.29	N77°02'12"W
L6	54.18	N83°00'19"W
L7	237.79	S86°46'20"W
L8	103.76	S73°39'28"W
L9	207.01	N83°05'56"W
L10	133.40	N61°12'03"W
L11	4.54	N19°24'44"W
L12	4.03	N21°08'17"W
L13	5.29	N13°51'58"W
L14	11.05	N11°15'18"W
L15	4.55	N07°44'54"W
L16	12.23	N16°48'55"W
L17	8.15	N21°32'45"W
L18	15.50	N22°55'37"W
L19	29.96	N23°45'48"W
L20	6.80	N22°19'19"W
L21	4.94	N33°20'56"W
L22	18.67	N28°28'41"W
L23	15.16	N27°15'29"W
L24	10.41	N30°52'12"W
L25	10.04	N23°05'05"W
L26	13.95	N23°11'49"W
L27	11.94	N23°34'10"W
L28	13.73	N23°14'28"W
L29	17.78	N27°16'38"W
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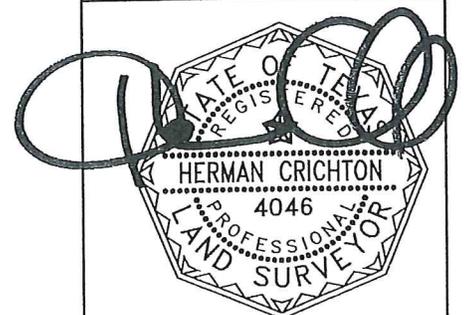


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LB 9 of 11

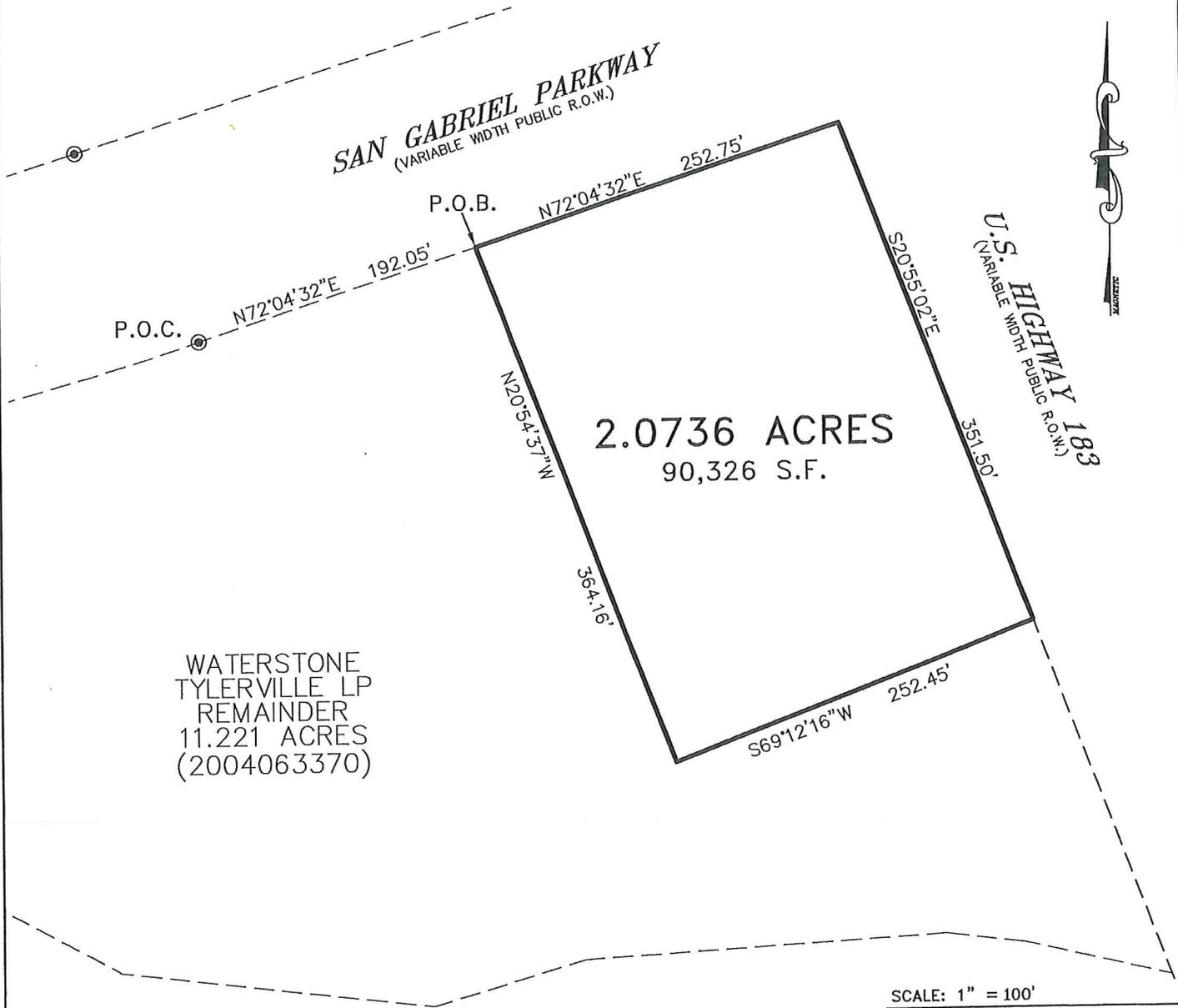
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JOB NUMBER: 15_206



DATE: October 16, 2015

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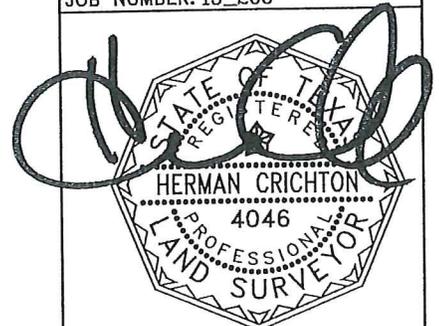


LEGEND

- ⊙ 1/2" IRON PIN FOUND
- ⊙ 1/2" IRON PIN SET
- △ NAIL FOUND

SCALE: 1" = 100'

JOB NUMBER: 15_206

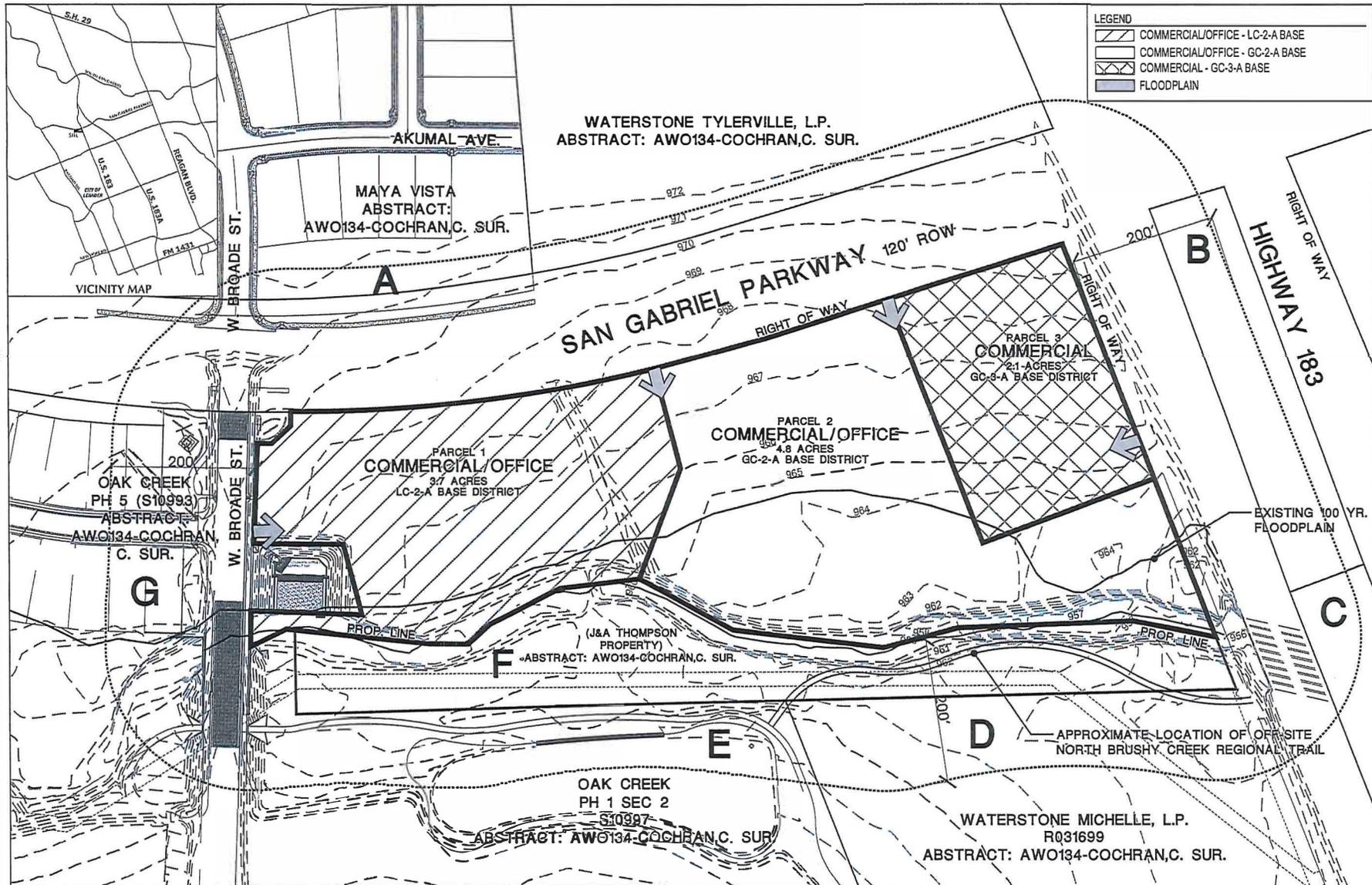


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 Austin, Texas 78723
 (512) 244-3395
 Orders@CrichtonandAssociates.com

Ex B 11 of 11



LEGEND

- COMMERCIAL/OFFICE - LC-2-A BASE
- COMMERCIAL/OFFICE - GC-2-A BASE
- COMMERCIAL - GC-3-A BASE
- FLOODPLAIN

SEC Planning, LLC

LAND PLANNING
LANDSCAPE ARCHITECTURE
COMMUNITY BRANDING

4101 N. Pleasant Lane, Suite 100
Austin, TX 78751
P: 512-335-5277
F: 512-335-5277
www.secplanning.com

OWNER:
POHL PARTNERS
10000 Park Road Blvd #240
Austin, TX 78750
T: 512-335-5277

EXHIBIT C
**CONCEPTUAL SITE LAYOUT
AND LAND USE PLAN**
TYLLERVILLE COMMERCIAL
LEANDER, TEXAS

T15010-POHL/CAFFREY/PLANNING
Submit/Amend/Resub Application, 2015-19-021
Tyllerville South/Century/Plan/Day

Issue	Issue Date
1. Concept Submittal	10-15-2015
2. Comment Set #1	12-16-2015
3. Comment Set #2	02-10-2016
4. Comment Set #3	03-14-2016
5. Comment Set #4	05-19-2016

Revisions:
1.
2.
3.
4.
5.

Issue Date: October 15, 2015

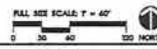
Drawn By: CJ
Reviewed By: PV

Project No.:
150010-POHL

Number	SEC ID	Property ID	First Name	MGR#	Last Name	Additional Name	Street Address	City	State	Zip
1	A	R03104	Waterstone Tyllerville LP				10000 Park Road, Unit, G1, 123	Austin	Texas	78750
2	B	R03874	Dufur Family Oilshack LLC				2 Sam Wilson, TR of Dufur Western Energy Family Tr	Austin	Texas	78708
3	C	R44264	Trustee Village Investments Ltd				1201 S. Capital of Texas Hwy Ste 300A	West Lake Hills	Texas	70740
4	D	R021896	Waterstone Michelle LP				10000 Avery Club Dr	Austin	Texas	78717
5	E	R020000	Seminole/Garner Leander LLC				4918 Campus Dr	Newport Beach	California	92660
6	F	R031720	James		Thompson	Arnold	305 Lake Seminole Blvd	Georgetown	Texas	78623
7	G	R032112	Seminar/Center Leander LLC				4918 Campus Dr	Newport Beach	California	92660

PARCEL	PHASE	APRX. LUE'S	APRX. TRIPS**
1	3 (2022)	16	1,030
2	2 (2020)	9	465
3	1 (2018)	55	3,350

*ROADWAY ADEQUACY FEES MAY BE REQUIRED AT TIME OF SITE DEVELOPMENT FOR SAN GABRIEL PKWY.
**A T.L.A. WILL BE REQUIRED AT SITE DEVELOPMENT IF THE AVERAGE DAILY TRIPS FOR THE ENTIRE PROJECT IS 2,000 OR MORE TRIPS PER DAY.



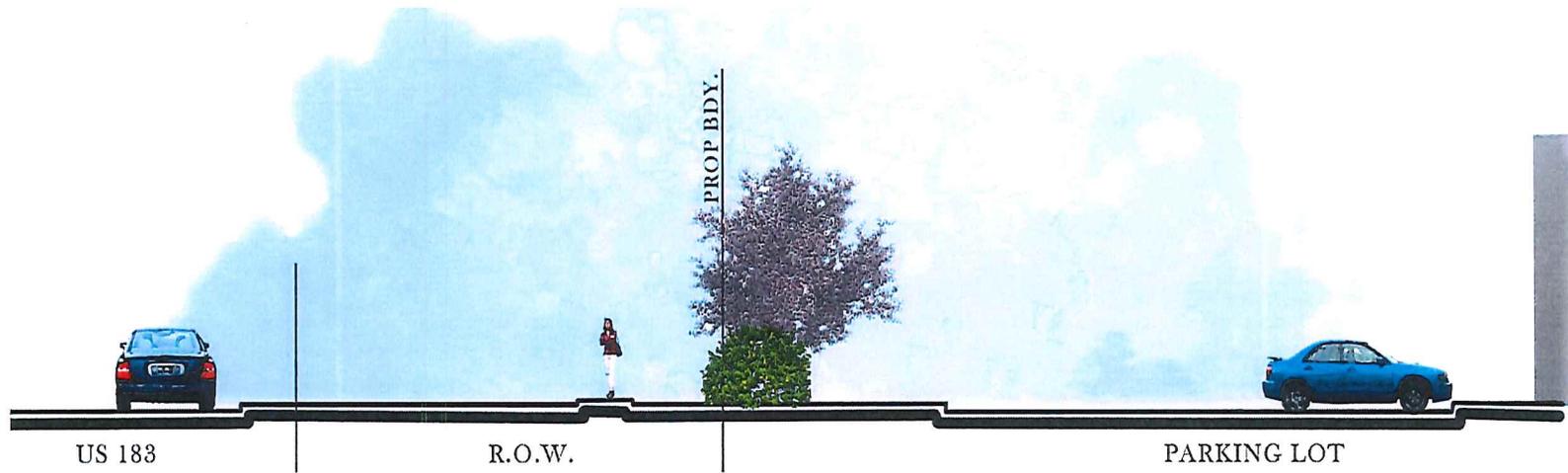
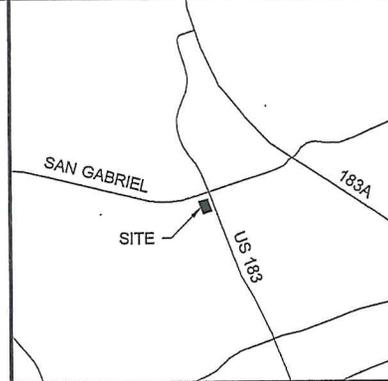
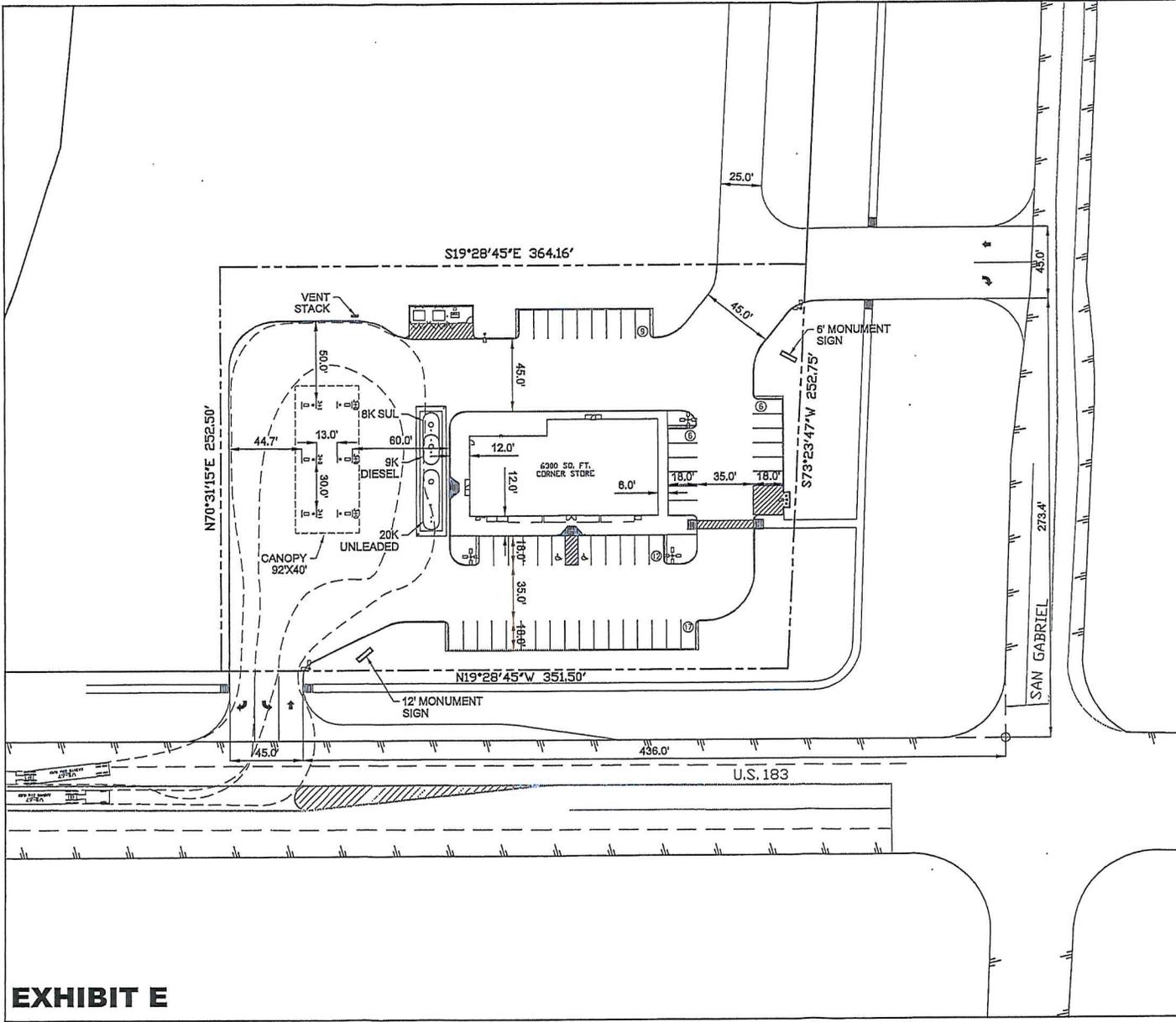


Exhibit D

Parcel 3 Landscape Screening



2 VICINITY MAP
SCALE: N.T.S.

CODE VERIFICATION AND SURVEY NEEDED

SITE PLAN WAS CONSTRUCTED FROM PRELIMINARY INFORMATION PROVIDED BY CST BRANDS, INC. IT DOES NOT NECESSARILY REPRESENT THE FULL EXTENT OF PROPERTY, DEVELOPER, AND CODE REQUIREMENTS.

ID PRICE SIGN

1 2 3

EBS

Y N

REVIEWED BY:

FOR CST BRANDS

APPROVED

APPROVED WITH COMMENT

REVISE & RESUBMIT

PRELIMINARY PROJECT DATA

SITE AREA	90,372 S.F. (2.07 ACRES)
BUILDING AREA	6,300 S.F.
PARKING PROVIDED	48 SPACES
H.C. PARKING PROVIDED	2 SPACES
TOTAL PARKING	50 SPACES
IMPERVIOUS COVER	69,491 S.F. (76.9%)
PERVIOUS	20,881 S.F. (23.1%)
ZONING	COMMERCIAL

1 CONCEPT SITE PLAN
SCALE: 1" = 80'-0"

CORNER STORE

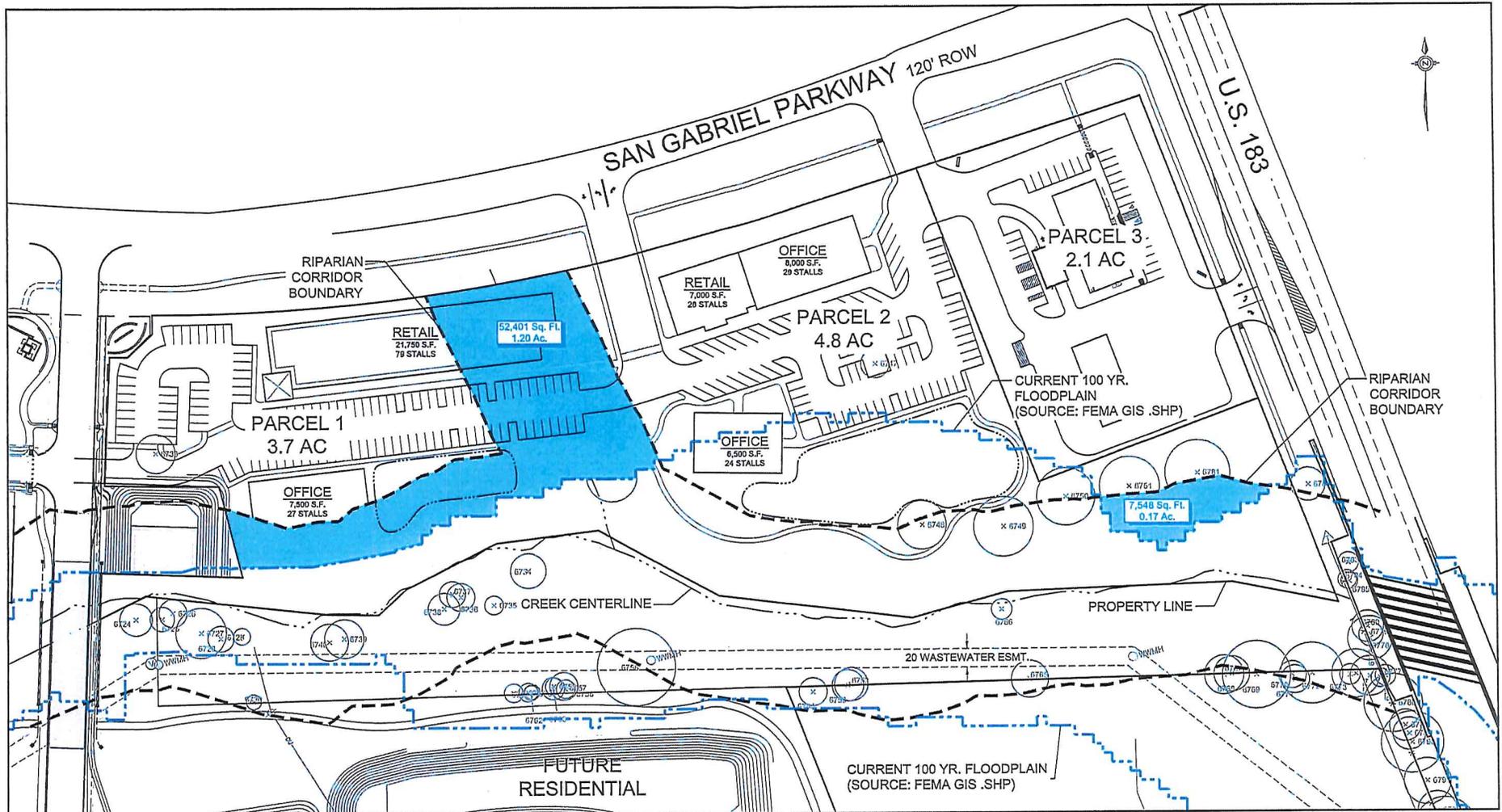
CST BRANDS, INC.
ONE VALERO WAY
SAN ANTONIO, TX, 78249
(210) 692-5000

PROJECT: CST CORNER STORE #1872
U.S. 183 & SAN GABRIEL, LEANDER, TX
CONCEPT SITE PLAN
SHEET TITLE

REV.	DATE
6	04/07/2016

SHEET NO.
SP1-1

EXHIBIT E

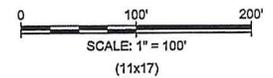


LAND DEV
 CONSULTING, LLC
 OFFICE: 512.872.6696
 FIRM NO. 16384

**TYLERVILLE SOUTH
 FLOODPLAIN EXHIBIT**

LEANDER, TEXAS

MAY 09, 2016
EXHIBIT F



Public Hearing

7. **Zoning Case 15-TOD-Z-030 & Subdivision Case 15-TOD-CP-009**: Hold a public hearing and consider action on the rezoning and approval of the Tylerville Commercial Concept Plan and PUD zoning of a tract of land generally located to the southwest of the intersection of San Gabriel Pkwy & US 183; 11.221 acres more or less; WCAD Parcel R395875. Currently, the property is zoned PUD (Planned Unit Development) and the applicant is proposing an amendment to the PUD to include the base zoning districts of GC-3-A (General Commercial), GC-2-A (General Commercial), and LC-2-A (Local Commercial); Leander, Williamson County, Texas. Applicant/Agent: Kristiana Alfsen on behalf of Waterstone Tylerville, LP.

a) Staff Presentation

Robin Griffin, Senior Planner, discussed the proposed zoning request and staff recommendation.

b) Applicant Presentation

Bill Pohl and Andrew Holden explained the purpose for their zoning request.

c) Open Public Hearing

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

d) Close Public Hearing

Chair Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Anderson moved to approve the zoning request to amend the PUD to include the base zoning districts of GC-3-A (General Commercial), GC-2-A (General Commercial), and LC-2-A (Local Commercial) with staff recommendation including items 2 through 5; Chair Sokol seconded the motion. Motion failed 2 to 4 with Commissioner Schwendenmann, Vice Chair Allen, Commissioner Means, and Commissioner Hines opposing.

Commissioner Means moved to approve the zoning request to amend the PUD to include the base zoning districts of GC-3-A (General Commercial), GC-2-A (General Commercial), and LC-2-A (Local Commercial) with staff recommendation; Vice Chair Allen seconded the motion. Motion passed 5 to 1 with Commissioner Anderson opposing.

8. Ordinance Case 16-OR-001: Hold a public hearing and consider action on amending sections of the Composite Zoning Ordinance, to add definitions, update the use components, to modify setbacks for commercial fueling, to update requirements for screening, to update the parking requirements table, to modify residential setbacks, to clarify requirements for drainage and detention facilities, to modify outdoor lighting requirements, to update the architectural standards, to update the site development standards. Applicant: City of Leander

a) Staff Presentation

Robin Griffin, Senior Planner explained the proposed amendments to the Composite Zoning Ordinance.



Executive Summary

August 04, 2016

Agenda Subject: Zoning Case 16-TOD-Z-016: Hold a public hearing and consider action on the rezoning of several lots located at 216 N Gabriel; 0.75 acres more or less; WCAD Parcels R036061, R544793, and R544794. Currently, the property is zoned PUD/TOD (Planned Unit Development/Transit Oriented Development) with the T4 Transect Zone. The applicant is proposing to change the transect zone to T5; Leander, Williamson County, Texas.

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

Thoroughfare

Origination: Applicant: Michael & Jamie Nelson

Financial

Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the July 28, 2016 meeting.

Attachments:

1. Planning Analysis
2. Current Zoning Map
3. Future Land Use Map
4. Notification Map
5. Proposed Zoning Map
6. Aerial Map
7. Letter of Intent
8. Ordinance
9. Minutes-Planning & Zoning Commission July 28, 2016

Prepared By: Tom Yantis, AICP
Assistant City Manager

07/29/2016



PLANNING ANALYSIS

ZONING CASE 16-TOD-Z-016 216 NORTH GABRIEL STREET REZONING

GENERAL INFORMATION

- Owner:** Michael & Jamie Nelson
- Current Zoning:** PUD/TOD (Planned Unit Development/Transit Oriented Development)
T4 General Urban Transect Zone
- Proposed Zoning:** PUD/TOD (Planned Unit Development/Transit Oriented Development)
T5 Urban Center Transect Zone
- Size and Location:** The property is located at 216 North Gabriel Street and includes approximately 0.75 acres.
- Staff Contact:** Robin M. Griffin, AICP
Senior Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	GC-3-C or T4	Single-Family Home
EAST	T4	Undeveloped – Proposed Village at Leander Station Subdivision
SOUTH	T4	Single-Family Home & Twin Mills
WEST	GC-3-C or T4	Single-Family Home

TRANSIT ORIENTED DEVELOPMENT INTENT STATEMENTS

T5 URBAN CENTER TRANSECT ZONE

The T5 Urban Center Zone consists of higher density mixed use development that accommodates retail, offices, rowhouses, and apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting, and buildings set close to the sidewalks. The general character of this zone includes shops with apartments and office above; townhouses, larger apartment houses, live-works, and civic buildings; predominantly attached buildings; trees within the public right-of-way; substantial pedestrian activity, frequent retail frontages.

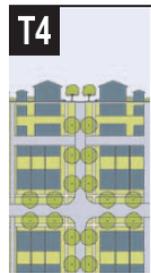
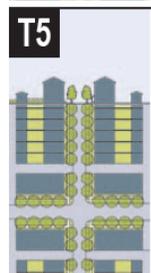
COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community’s overall quality of life and economic viability.
- Provide a balanced mix of complementary uses that support a strong and diverse tax base.
- Promote Old Town as a civic and cultural destination.
- Promote the Transit Oriented Development (TOD) as an urban destination within a suburban community.
- Old Town Mixed Use: This land use category is intended to enhance and reestablish the historic character of Old Town Leander. Development within Old Town should promote the revitalization and adaptive reuse, where appropriate, of existing historic structures.

ANALYSIS:

The applicant is requesting to change the Transect Zone from the T4 General Urban Transect Zone to the T5 Urban Center Transect Zone in order to allow for the development of a brewpub and biergarten. The T4 General Urban Transect Zone does not permit the sale of liquor either by right or warrant. Liquor sales are permitted in the T5 Urban Center Transect Zone by warrant.

 <p>T4</p>	<p>GENERAL URBAN ZONE T4 General Urban Zone consists of a mixed use but primarily residential urban fabric. It includes a wide range of building types: detached, semi-detached, rowhouses, and small apartment buildings. Setbacks and landscaping are variable. Streets with curbs and sidewalks define medium-sized blocks.</p>	<p>General Character: mix of houses, townhouses & small apartment buildings, with scattered commercial activity; balance between landscape and buildings; presence of pedestrians</p> <p>Building Placement: shallow to medium front and side yard setbacks</p> <p>Frontage Types: porches, fences, dooryards</p> <p>Typical Building Height: 1- to 3-story with a few taller apartment buildings</p> <p>Civic Space Types: squares and greens, pocket parks, playgrounds</p> <p>Thoroughfare Types: streets, avenues, boulevards, bikeways</p>
 <p>T5</p>	<p>URBAN CENTER ZONE T5 Urban Center Zone consists of higher density mixed use development that accommodates retail, offices, rowhouses, and apartments. It has a tight network of streets, with wide sidewalks, steady street tree planting, and buildings set close to the sidewalks.</p>	<p>General Character: Shops with apartments and office above; townhouses, larger apartment houses, live-works, and civic buildings; predominantly attached buildings; trees within the public right-of-way; substantial pedestrian activity, frequent retail frontages</p> <p>Building Placement: shallow setbacks or none; buildings oriented to street defining a street</p> <p>Frontage Types: stoops, shopfronts, galleries</p> <p>Typical Building Height: 2- to 4-story with some single story</p> <p>Civic Space Types: plazas and squares, pocket parks, playgrounds</p> <p>Thoroughfare Types: streets, commercial streets, avenues, boulevards, bikeways</p>

This property is located within Old Town and is identified as Old Town Mixed Use by the Comprehensive Plan. Properties within in Old Town have the option to develop under a conventional zoning or the SmartCode. Once a property has selected the SmartCode, they may no longer develop under the Composite Zoning Ordinance. The property owner has selected the SmartCode and the established Transect Zone was designated as T4 General Urban Transect Zone with the adoption of the SmartCode in 2014. The properties to the west and north are zoned GC-3-C (General Commercial) or T4 General Urban Transect Zone. The property to the east is zoned T4 General Urban Transect Zone and is proposed to be developed as the Village at Leander Station Subdivision. The property to the south is zoned T4 General Urban Transect Zone and is developed as a single-family home and Twin Mills Retail.

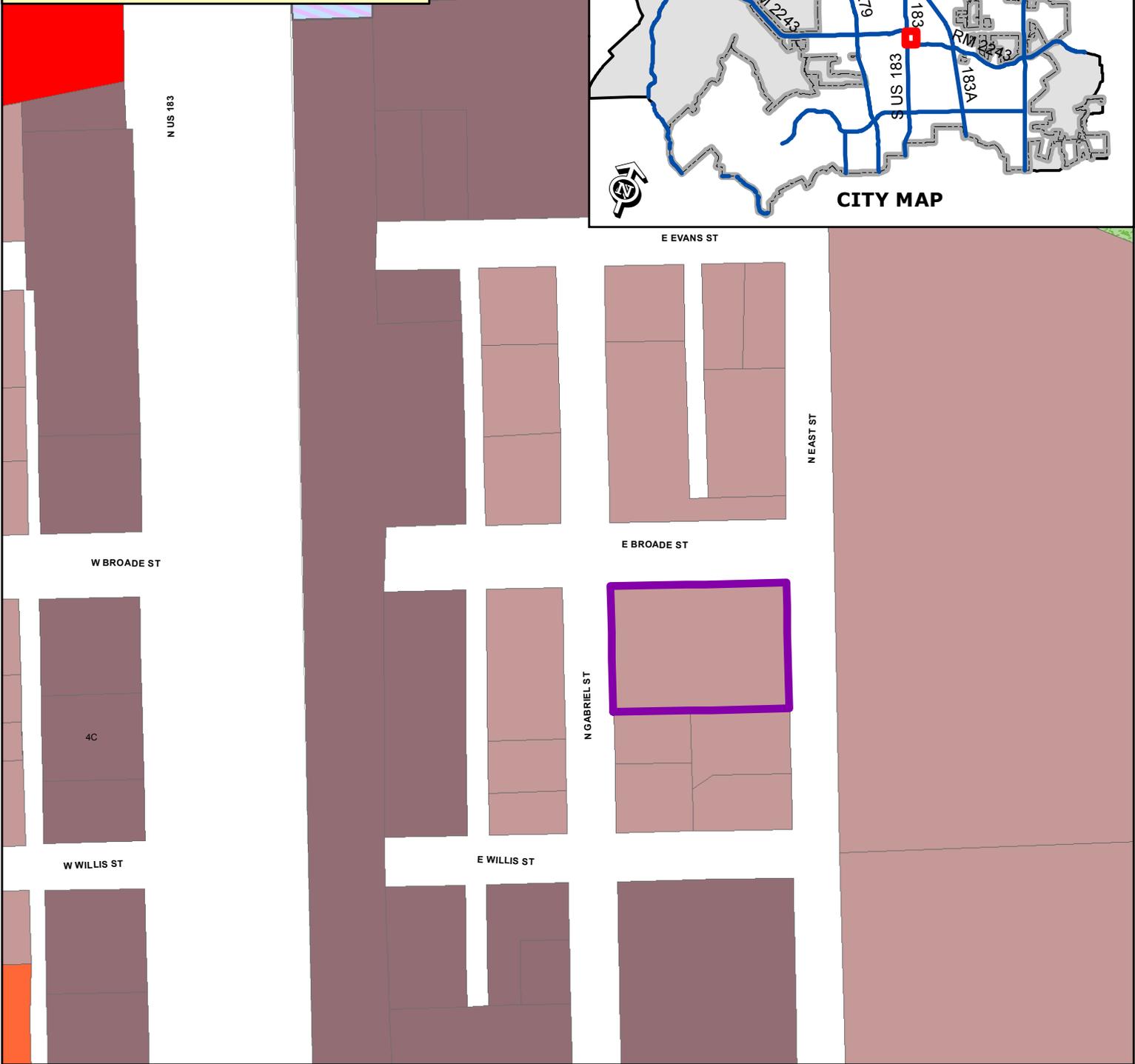
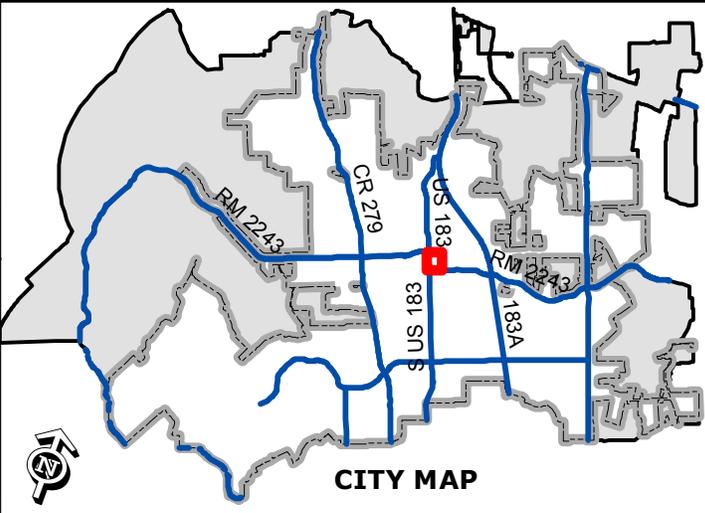
STAFF RECOMMENDATION:

Staff recommends approval of the T5 Urban Center Transect Zone. This transect zone will provide for a variety of land uses at a higher intensity. The Comprehensive Plan calls for infill development to complement the existing historic fabric of Old Town. The plan encourages a mix of uses, including office, retail and restaurants. Old Town should be extremely walkable, providing for safe and convenient pedestrian access throughout the area.

In addition, the construction of East Street was part of the recent bond package approved by the City of Leander. This roadway will provide a connection from this project to the Train Station. This connectivity justifies the higher transection zone at this location.

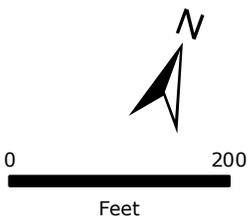
This request complies with the Comprehensive Plan and the intent statements of the SmartCode.

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

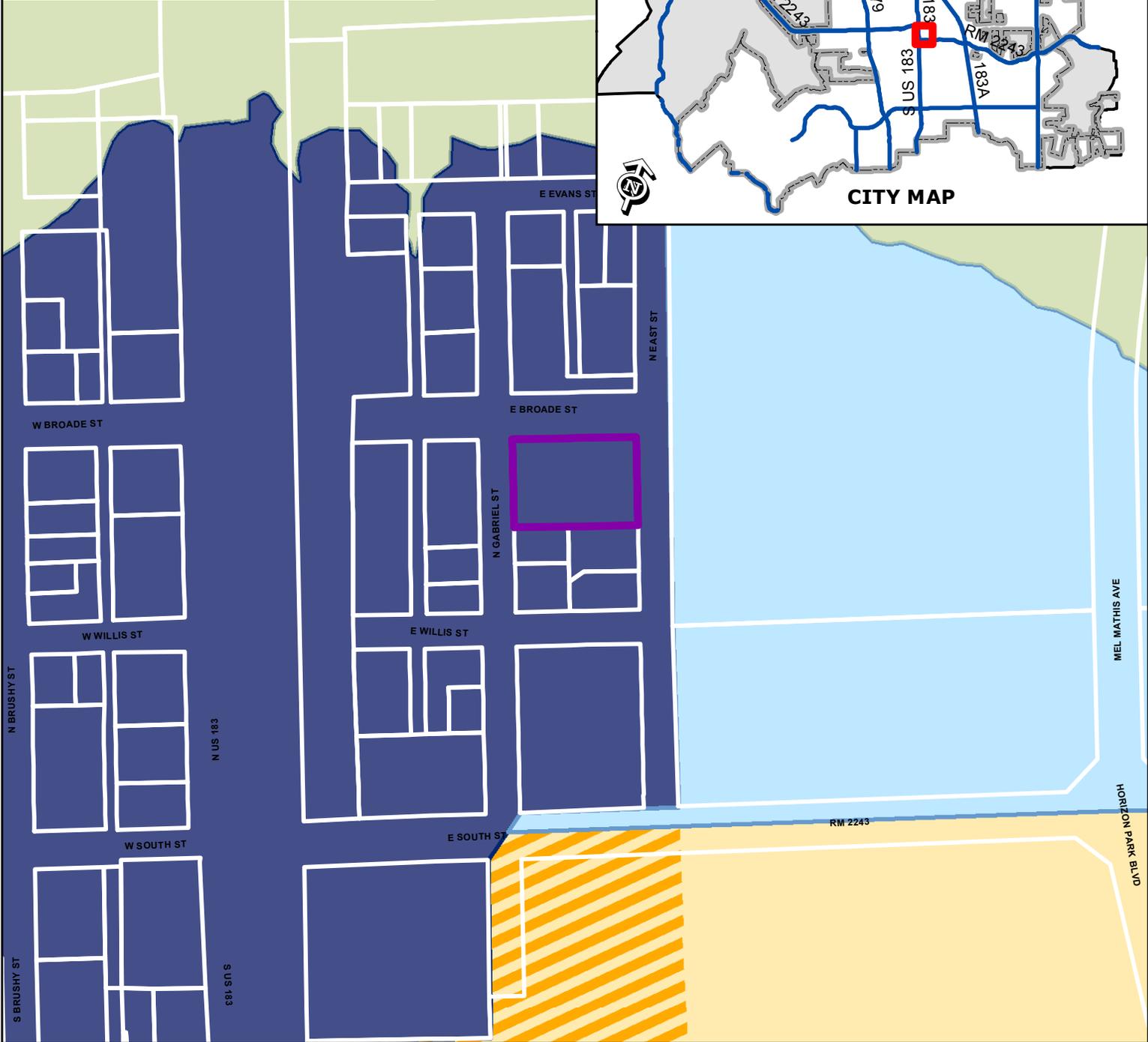
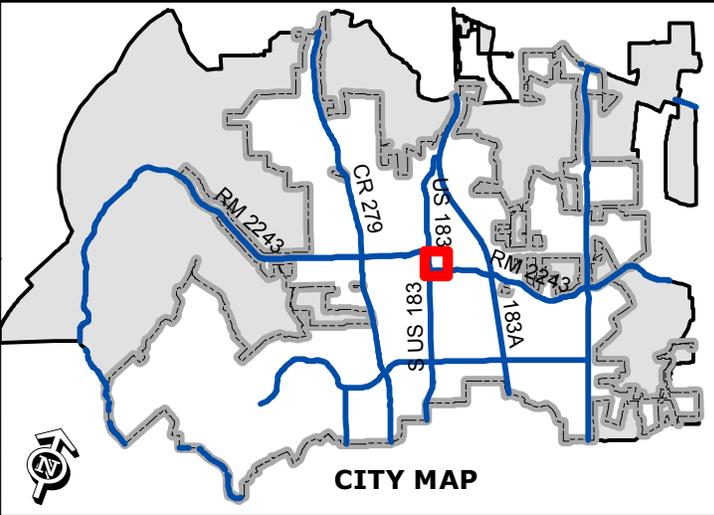


ZONING CASE 16-TOD-Z-016 Attachment #2 Current Zoning Map - 216 N Gabriel St

- | | | |
|---|--|---|
|  Subject Property |  OS Open Space |  T4 General Urban |
|  City Limits |  CD Conventional Sector |  T5 Urban Center |
| |  S1 General Sector |  T6 Urban Core |
| |  S2 Station Sector |  SD Special District |
| |  S3 Old Town Sector |  Civic Building |

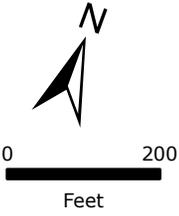


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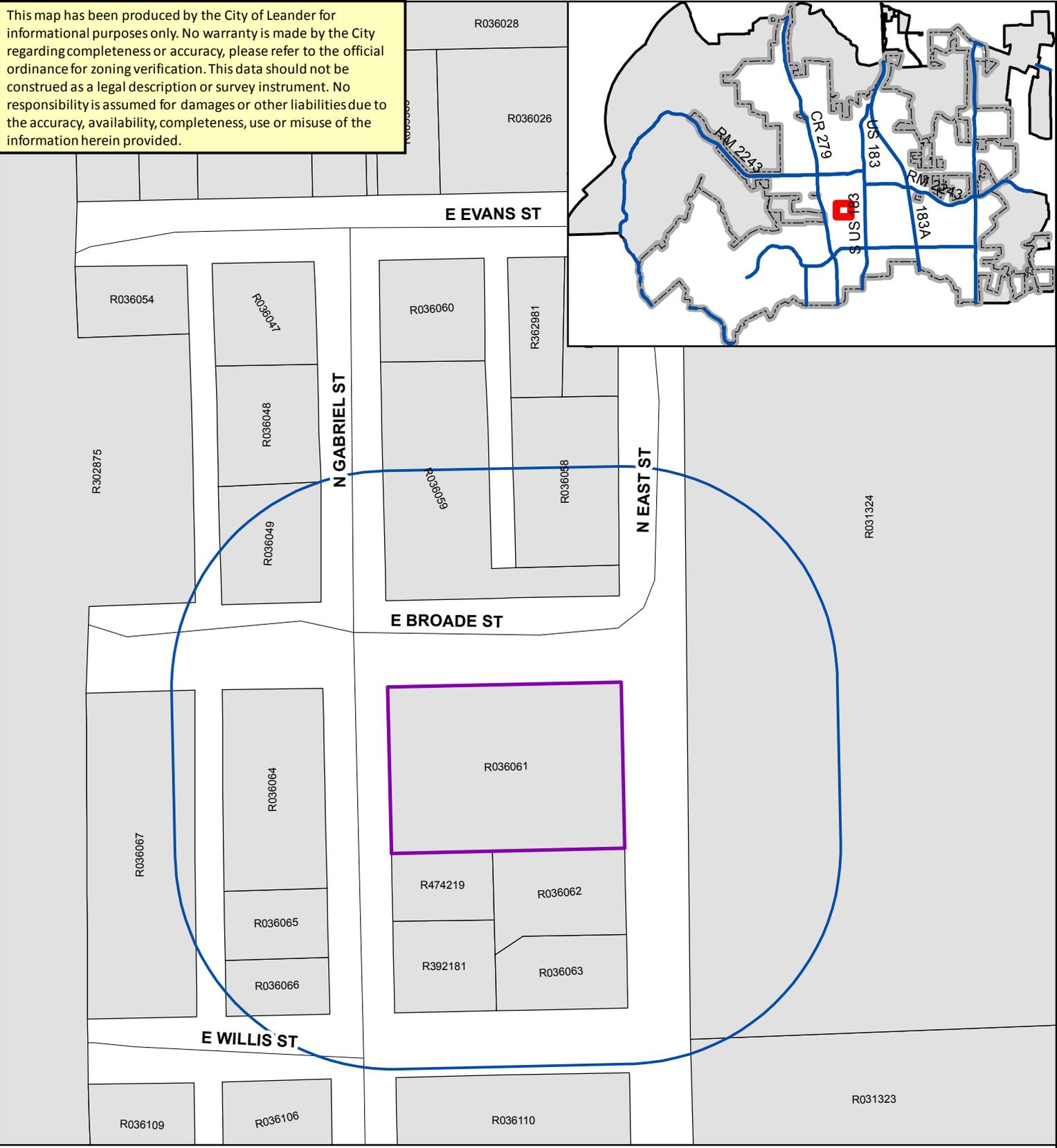


ZONING CASE 16-TOD-Z-016 Attachment #3 Future Land Use Map - 216 N Gabriel St

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



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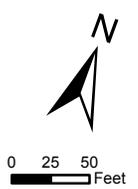


ZONING CASE 16-TOD-Z-016

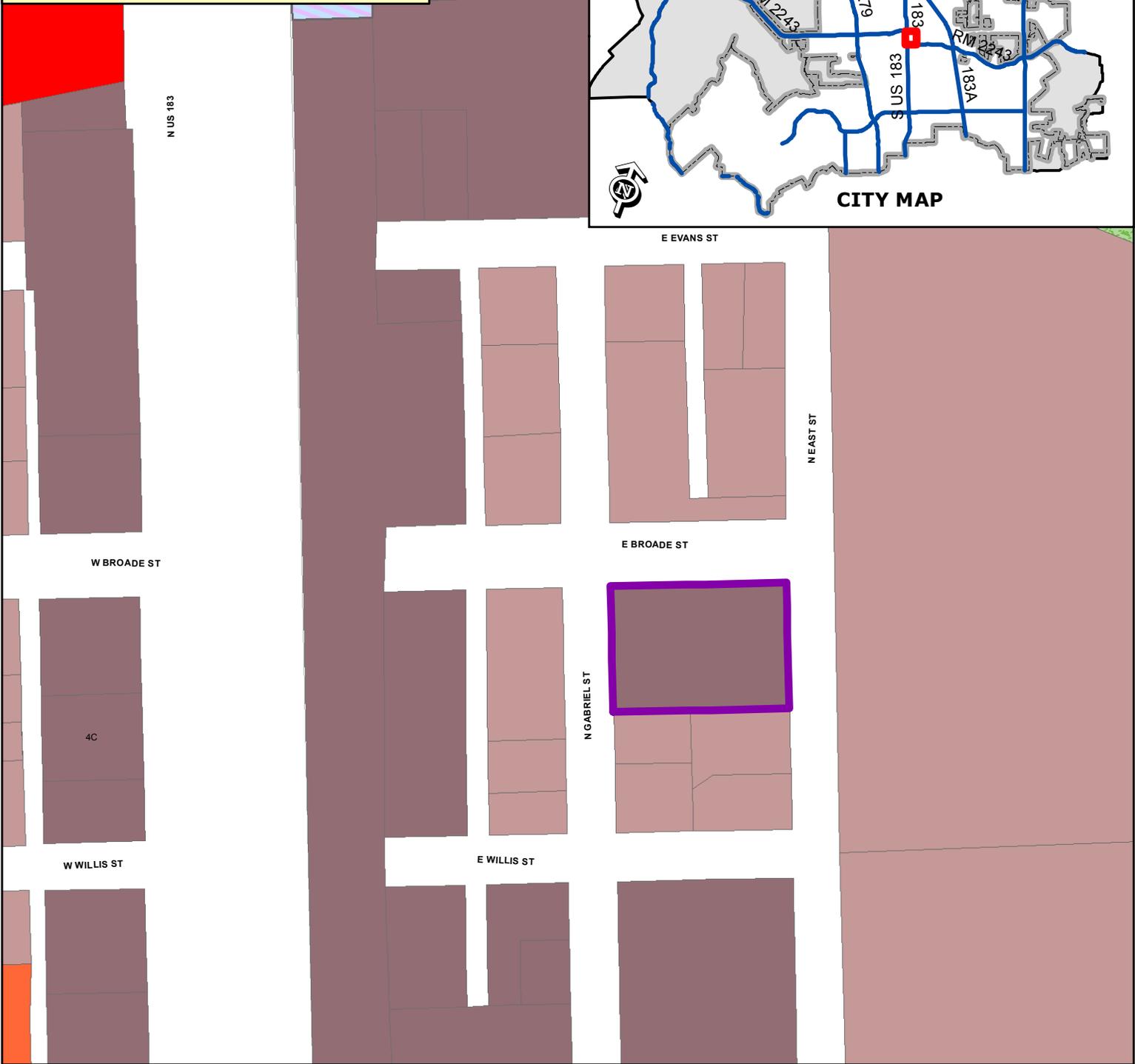
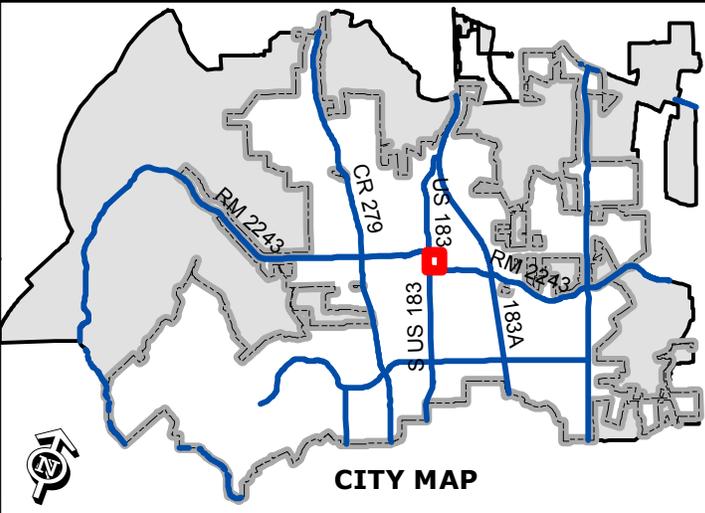
Attachment #4

Notification Map
216 N Gabriel

-  Public Notification Boundary
-  Subject Property
-  WCAD Parcels

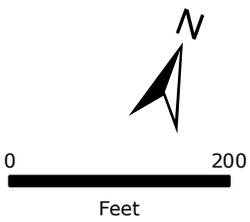


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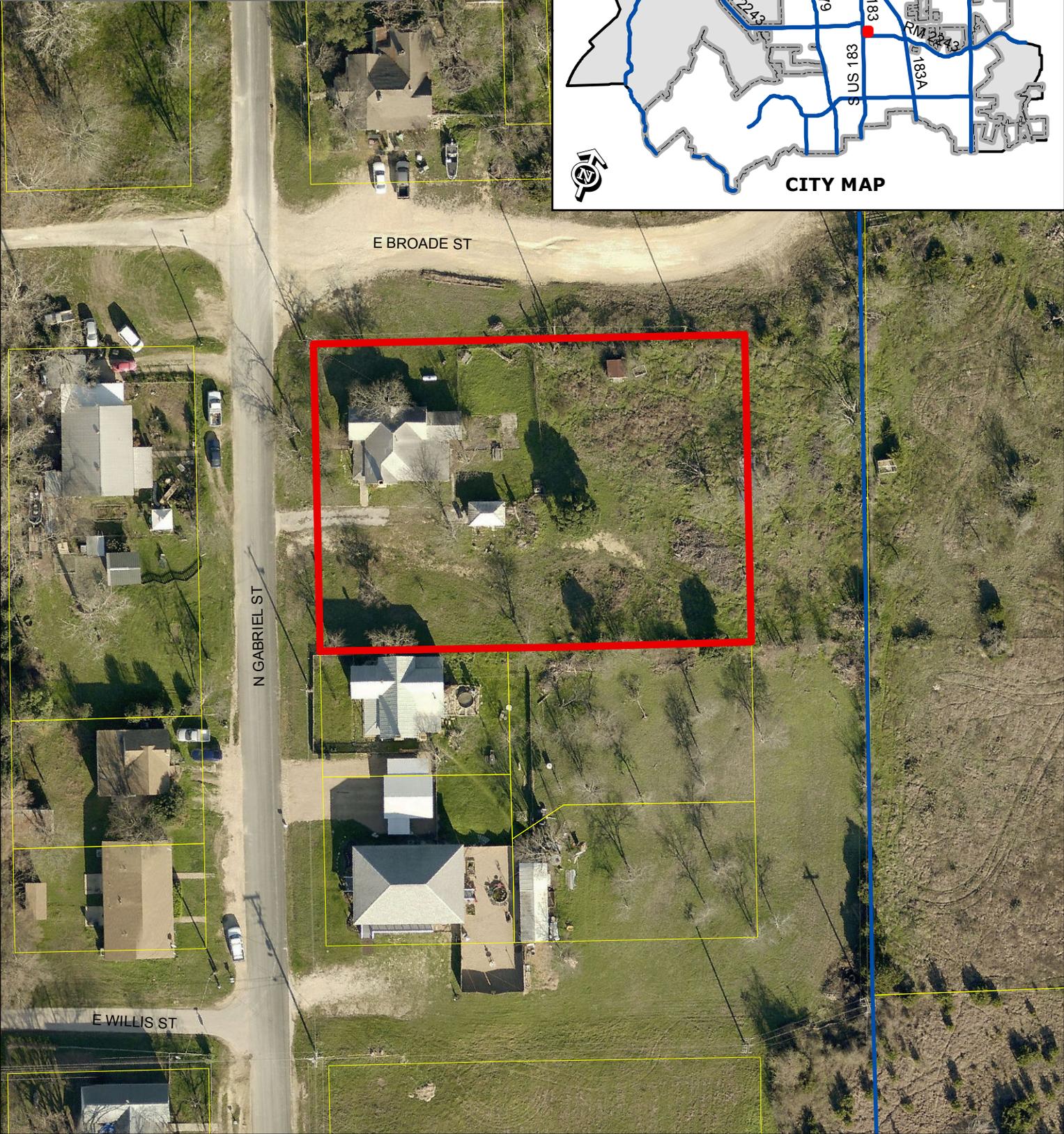
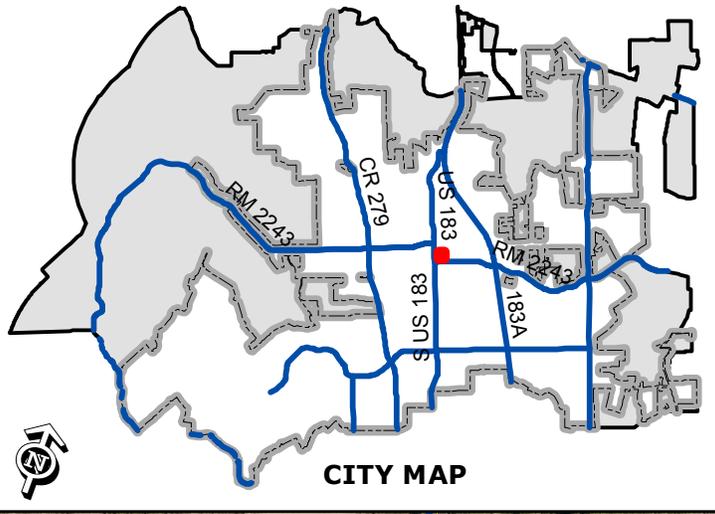


ZONING CASE 16-TOD-Z-016 Attachment #5 Proposed Zoning Map - 216 N Gabriel St

- | | | |
|---|--|---|
|  Subject Property |  OS Open Space |  T4 General Urban |
|  City Limits |  CD Conventional Sector |  T5 Urban Center |
| |  S1 General Sector |  T6 Urban Core |
| |  S2 Station Sector |  SD Special District |
| |  S3 Old Town Sector |  Civic Building |



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ZONING CASE 16-TOD-Z-016 Attachment #6

Aerial Exhibit - Approximate Boundaries
216 N Gabriel Street



-  Subject Property
-  City Limits

Michael Nelson

5808 Lookout Mountain Dr.
Austin, TX 78731
512.784.3887
mnelson0@gmail.com

June 20, 2016

City of Leander Planning Department
104 N. Brushy St.
Leander, TX 78646-0319

To Whom It May Concern:

I am writing to request zoning change for my property located at 216 N. Gabriel St. from Transect Zone T4 to T5 under the SmartCode.

Description of zoning area: The property is located in the Old Town area of Leander, east of Old Hwy 183 and the railroad tracks, and is made up of three continuous parcels as described below:

R036061 (216 N. Gabriel St.)

Legal description: S3976 - Leander, BLOCK 11, Lot 16-20, ACRES 0.34

R544793 (listed as "E BROADE ST" by WCAD)

Legal description: S3976 - Leander, BLOCK 11, ACRES 0.07, ALLEY, (PRO EX 1/1/16-2/18/16)

R544794 (listed as "E BROADE ST" by WCAD)

Legal description: S3976 - Leander, BLOCK 11, Lot 1-5, ACRES 0.34

Physical description: The three parcels together form a 0.75-acre rectangular lot. The property is bordered by N. Gabriel Street to the west, Broade Street to the north, East Street right-of-way to the east, and a neighboring property to the south. The terrain is generally flat with a gentle slope running roughly north-to-south. A vacant wood frame house of 1,231-square feet, built circa 1920, occupies the northwest corner of the lot. Two small outbuildings are also present on the lot, one to the southeast of the house and the other along the northern property line. Tree cover is sparse-to-moderate, with a few medium-sized trees clustered near the house and along the eastern right-of-way (future East St.). An abandoned septic tank is suspected to be located immediately north of the house. A propane tank is located just north of the house also. The property consists

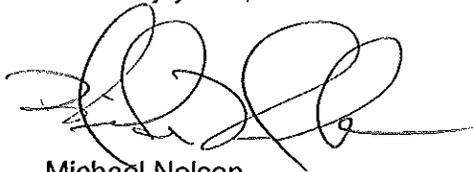
mostly of undeveloped land. A platted (undeveloped) alleyway (R544794) previously bisected the property but was vacated in 2016.

Reasons for request: In the near term, we intend to develop the property as a brewpub and biergarten. Reasons why T5 zoning would facilitate this are listed below.

1. According to Table 6F of the SmartCode, liquor sales are not permitted, either by right or warrant, in Transect Zone T4. Though we intend to limit alcohol sales to beer and wine, the City of Leander requires a liquor permit for businesses selling any alcoholic beverages within the city limits (<http://www.leandertx.gov/citysecretary/page/liquor-permits>). Under T5 zoning, however, liquor sales are a conditional use.
2. Permitted retail use for Transect Zone T4 (Table 6E) limits food service to establishments seating no more than 40 people. T5 zoning would allow us to determine capacity based upon site-specific factors, such as square footage, available parking, etc.
3. The property has frontage on three sides by what the TOD classifies as "A-streets." This includes the planned East Street expansion, placing us at what we anticipate will be a critical intersection. We believe T5 zoning would provide the most flexibility in the long term for pedestrian-friendly development along these three frontages.

I thank you for your time and consideration. Please contact me if I can provide any further clarification.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Michael Nelson', with a stylized flourish at the end.

Michael Nelson

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE PLANNED UNIT DEVELOPMENT KNOWN AS THE TRANSIT ORIENTED DEVELOPMENT DISTRICT FOR SEVERAL LOTS BY CHANGING THE TRANSECT ZONE FROM T4 GENERAL URBAN TRANSECT ZONE TO T5 URBAN CENTER TRANSECT ZONE; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described herein after (the "Property"), which is located within the planned unit development known as the Transit Oriented Development District (the "TODD"), has requested that the Property be rezoned;

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

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

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

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

Section 2. Amendment of TODD Ordinance. Ordinance No.05-026, as amended, the City of Leander TODD Ordinance, is hereby modified and amended for these Properties as set forth in Section 3.

Section 3. Applicability. This ordinance applies to the following properties, which is herein referred to as the "Property." That certain parcel of land being legally described as Lots 1-5 and 16-20, Block 11, Original Town of Leander; and the adjacent 20 foot wide alley; located at 216 N Gabriel Street; Leander, Williamson County, Texas, being more particularly described in Exhibit "A" and in Instrument Number 2014052796 recorded in the Official Public Records of Williamson County, Texas and identified in tax identification numbers R036061, R544793, and R544794.

Section 4. Property Rezoned. The TODD Ordinance is hereby amended by changing the transect zone from T4 General Urban Transect Zone to T5 Urban Center Transect Zone as shown in Exhibit "B."

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

the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 4th day of August, 2016.
FINALLY PASSED AND APPROVED on this the 18th day of August, 2016.

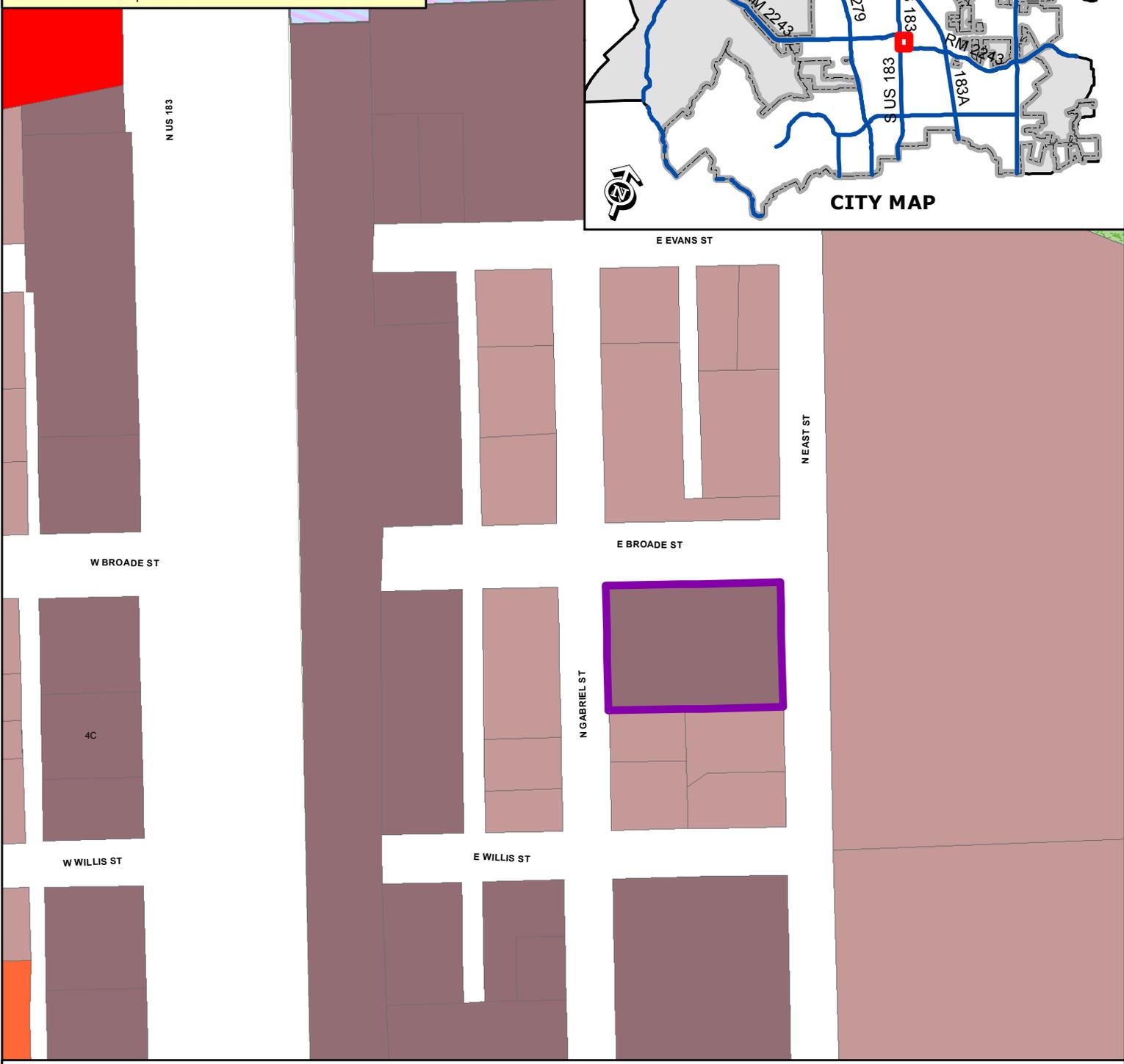
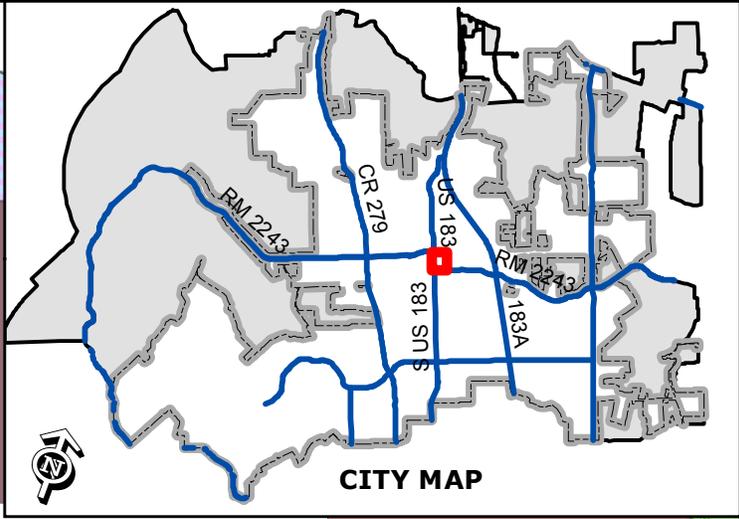
THE CITY OF LEANDER, TEXAS

ATTEST:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

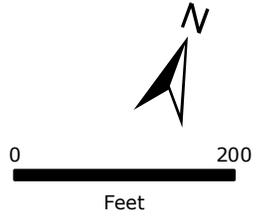
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the official ordinance for zoning verification. This data should not be construed as a legal description or survey instrument. No responsibility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



ZONING CASE 16-TOD-Z-016 EXHIBIT A

216 N Gabriel St

- | | | |
|---|--|---|
|  Subject Property |  OS Open Space |  T4 General Urban |
|  City Limits |  CD Conventional Sector |  T5 Urban Center |
| |  S1 General Sector |  T6 Urban Core |
| |  S2 Station Sector |  SD Special District |
| |  S3 Old Town Sector |  Civic Building |



Regular Agenda

7. Subdivision Case 15-PP-008: Consider action on the Lively Tract Preliminary Plat for 437.04 acres more or less; WCAD Parcels R524355, R022713, R021695, R090423, and R022553; generally located to the east of the Gabriel's Overlook Subdivision and south of W SH 29; Williamson County, Texas. Applicant/Agent: James Huffcut Jr. on behalf of Sentinel Land Company, LLC.

a) Staff Presentation

Martin Siwek, Planner, discussed the proposed preliminary plat and the heritage tree removal request.

b) Applicant Presentation

James Huffcut Jr. explained the Preliminary Plat and the tree survey.

c) Open Public Hearing

Chair Sokol opened the public hearing

Penny Merian expressed opposition to access to the Lively subdivision through the Gabriel's Overlook Subdivision

d) Close Public Hearing

Chair Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the preliminary plat and the removal of 10 heritage trees, Commissioner Allen seconded the motion. Motion passed 5 to 1 with Commissioner Cotten opposing.

Commissioner Cotten opposed the request because he did not support the proposed access to the subdivision.

Public Hearing

- 8) **Zoning Case 16-TOD-Z-016**: Hold a public hearing and consider action on the rezoning of several lots located at 216 N Gabriel; 0.75 acres more or less; WCAD Parcels R036061, R544793, and R544794. Currently, the property is zoned PUD/TOD (Planned Unit Development/Transit Oriented Development) with the T4 Transect Zone. The applicant is proposing to change the transect zone to T5; Leander, Williamson County, Texas. Applicant: Michael & Jamie Nelson

a) Staff Presentation

Martin Siwek, Planner, discussed the proposed zoning request.

b) Applicant Presentation

Michael Nelson explained the purpose for their zoning request.

c) Open Public Hearing

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

d) Close Public Hearing

Chair Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the zoning request to T5; Vice Chair Allen seconded the motion. Motion passed unanimously

- 9) Zoning Case 16-Z-008 & Subdivision Case 16-CP-001: Hold a public hearing and consider action on the rezoning and approval of the Bluffview Concept Plan and PUD zoning of several parcels of land located at 500 Bradley Ranch Road; 182.84 acres more or less; WCAD Parcels R419667, R419674, R310769, R489944, R031231, R339021, and R403529. Currently, the property is zoned Interim SFR-1-B (Single-Family Rural). The applicant is proposing to change the zoning to PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), SFU-2-A (Single-Family Urban), and SFC-2-A (Single-Family Compact); Leander, Williamson County, Texas. Applicant/Agent: Carlson, Brigance & Doering (Geoff Guerrero) on behalf of Development Solutions Bradley, LLC.

a) Staff Presentation

Robin Griffin, Senior Planner, discussed the proposed zoning, concept plan and staff recommendation.

b) Applicant Presentation

Geoff Guerrero explained the purpose for their zoning request and concept plan.

c) Open Public Hearing

**Chair Sokol opened the public hearing
Lawann Tull spoke against
Carolyn Ahrens spoke against
Peg Puhl spoke against
Susan Harkins spoke against
Pat Jones spoke against
Andrew Best spoke against
Bob Tesch spoke in support
Thomas Homorodi spoke against**

d) Close Public Hearing

Chair Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the zoning request to PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), SFU-2-A (Single-Family Urban), and SFC-2-A (Single-Family Compact) with the following conditions:

- 1. The proposed combination landscape fence wall located along the collector is solid masonry where homes back up to the roadway on the northside. The combination landscape fence wall is permitted adjacent to the linear park on the south side.**
- 2. The road along the south side of the subdivision adjacent to Garey Park shall be designed substantially similar to the attached exhibit (Attachment 10) which exhibit shall be incorporated into the PUD**



Executive Summary

August 04, 2016

Agenda Subject: Subdivision Case 15-PP-008: Consider action on the Lively Tract Preliminary Plat for 437.04 acres more or less; WCAD Parcels R524355, R022713, R021695, R090423, and R022553; generally located to the east of the Gabriel’s Overlook Subdivision and south of W SH 29; Williamson County, Texas.

Background: This request is the second step in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the preliminary plat satisfies the applicable regulations without requesting any variances.

Origination: Applicant/Agent: James Huffcut Jr. on behalf of Sentinel Land Company, LLC.

Financial Consideration: None

Recommendation: This preliminary plat includes 1,130 single-family lots, and 69 HOA landscape, parkland, and pond lots.

The tree protection plan demonstrates that a total of 1,586, 8–26 caliper inch significant trees were surveyed totaling 19,632 caliper inches. The applicant is removing 8,814 inches of trees which totals forty-five (45%) percent of the trees surveyed. There is a credit of 1,002 caliper inches. The tree summary is demonstrated below:

TREES 8" - 26"					
SURVEYED		REMOVED		MITIGATION	
# of Trees	Total Inches	# of Trees	Total Inches	50% of Surveyed Trees	Credit
1586	19,632"	725	8,814" (45%)	19,632"/ 2 = 9,816"	1,002"

AGENDA ITEM # 16

Additionally, the tree protection plan demonstrates a total of 119, greater than 26 caliper inch heritage trees were surveyed totaling 3,959 caliper inches. The applicant is proposing to remove 10 heritage trees totaling 320.5 caliper inches. The required mitigation would consist of 961.5 caliper inches of replacement trees (3 caliper inches per every 1 inch removed). The credit from the additional 8-26 caliper inch trees saved may be used towards the Heritage Tree mitigation requirements. In addition, a mitigation fee in the amount \$96,150 (320.5 X \$300) will be required. The tree summary is demonstrated below:

GREATER THAN 26"					
SURVEYED		REMOVED		MITIGATION	
# of Trees	Total Inches	# of Trees	Total Inches	Calculation	Required Replacement
119	3,959"	10	320.5"	320.5" X 3	961.5"

The preliminary plat meets all of the requirements of the Subdivision Ordinance and staff recommends approval.

The Planning & Zoning Commission recommended approval of the preliminary plat and the removal of 10 heritage trees with a 5 to 1 vote (Commissioner Cotten opposing) at the July 28, 2016 meeting.

Attachments:

- 1. Preliminary Plat
- 2. Minutes-Planning & Zoning Commission July 28, 2016

Prepared By:

Tom Yantis, AICP
Assistant City Manager

07/29/2016

GENERAL PLAT NOTES:

- THIS SUBDIVISION IS WHOLLY CONTAINED WITH THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF LEANDER, TEXAS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO GEORGETOWN AND THE CHISHOLM TRAIL SPECIAL UTILITY DISTRICT (CTSUD) WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
- NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN, EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY CITY OF LEANDER.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- IN ADDITION TO THE EASEMENT SHOWN HEREON, A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5) FOOT PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.
- NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL(S) # 48491C0275E FOR WILLIAMSON CO., EFFECTIVE 09/29/2008, & A PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 48491C0405E FOR WILLIAMSON CO., EFFECTIVE 09/29/2008.
- SIDEWALKS SHALL BE INSTALLED ON ONLY ONE SIDE OF ALL STREETS. THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.
- ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.
- NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 5' OR 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE ROW OF AN INTERSECTING LOCAL OR COLLECTOR STREET OR 10' OR 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE ROW OF AN INTERSECTING ARTERIAL STREET.
- THE HOA WILL OWN AND MAINTAIN THE FOLLOWING LOTS: "LANDSCAPE/PARKLAND/DRAINAGE/AMENITY/WATER QUALITY LOTS". THE HOA WILL OWN, MAINTAIN AND MOW THE EMERGENCY ACCESS ROADS AND EASEMENTS (REFER TO "NON-RESIDENTIAL AREAS USAGE SUMMARY" TABLE SHEET 11 OF 24). THE ACCESS AND CRASH GATES SHALL BE INCLUDED IN THE HOA CREATION DOCUMENTS.
- THE HOA BY-LAWS WILL BE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
- THE HOMEOWNERS ASSOCIATION IS REQUIRED TO MOW AND MAINTAIN LANDSCAPING IN THE OPEN CHANNELS, AND WATER QUALITY AREAS.
- THE MUD ACCEPTS AND MAINTAINS DRAINAGE AND WATER QUALITY IMPROVEMENTS CONTAINED IN OPEN CHANNELS, AND WATER QUALITY AREAS.
- BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER. ADDITIONAL RESIDENTIAL GARAGE SETBACKS MAY BE REQUIRED AS LISTED IN THE CURRENT ZONING ORDINANCE.
- A LANDSCAPE LOT IS PROVIDED BETWEEN THE LOTS(S) AND THE SPECIFIED ROADWAY. SUCH LANDSCAPE LOT IS AT LEAST TEN (10) FEET WIDE:
 - FOR EVERY SIX HUNDRED (600) SQUARE FEET OF AREA IN THE LANDSCAPE LOT (10, BLK SS; 7, BLK SS; 6, BLK SS; 1, BLK G; 14, BLK GGGGG; 4, BLK GGGG; 1, BLK H; 24, BLK H; 1, BLK K; 2, BLK PP; 1, BLK PP; 5, BLK NNN; 18, BLK OO; 1, BLK N; LOT 12, BLK SS; 9, BLK JJ; 9, BLK M; 5, BLK HHH; 4, BLK HHH; 3, BLK HHH; 12, BLK FFF; 11, BLK F; 10, BLK F; 8, BLK BBBB; 2, BLK AA; AND LOT 1, BLK AA), TWO (2) SHADE TREES (TWO-INCH CALIPER OR LARGER) AND FOUR (4) SHRUBS (FIVE GALLON CONTAINER SIZE OR LARGER) SHALL BE PLANTED AND MAINTAINED. TWO ORNAMENTAL TREES PER SHADE TREE MAY BE SUBSTITUTED FOR UP TO FIFTY PERCENT OF THE SHADE TREES IF DESIRED. A SIX-FOOT PRIVACY FENCE, BUT NO HIGHER THAN THREE FEET WITHIN TWENTY FIVE FEET OF AN INTERSECTING STREET, SHALL BE CONSTRUCTED WITH THE SUBDIVISION IMPROVEMENTS AT THE COMMON LOT LINE BETWEEN THE LANDSCAPE LOT AND THE SINGLE-FAMILY OR TWO-FAMILY LOTS. THE FENCE IS REQUIRED TO BE CONSTRUCTED OF ONE OR MORE OF THE FOLLOWING MATERIALS: BRICK, STONE, CAST STONE, STUCCO, FACTORY-TINTED (NOT PAINTED) SPLIT-FACED CONCRETE MASONRY UNIT, OR OTHER SIMILAR MATERIAL APPROVED BY THE DIRECTOR OF PLANNING. IN ADDITION TO THE MATERIALS LISTED ABOVE, TEXTURED PRE-CAST CONCRETE (E.G. WOODCRETE) IS ALSO PERMITTED WHEN THE PRIVACY FENCE IS ADJACENT TO COLLECTORS. ALL COLUMNS ARE REQUIRED TO HAVE CONCRETE FOOTINGS. THE LANDSCAPE LOT IS REQUIRED TO BE MAINTAINED BY A PRIVATE ASSOCIATION.
- VARIABLE WIDTH EMERGENCY ACCESS ROADS AND EASEMENTS SHALL BE A MINIMUM OF 20 FEET WIDE.
- EMERGENCY ACCESS AND EMERGENCY ACCESS CRASH GATE NOTES:
 - ACCESS ROAD SHALL BE CONSTRUCTED AS AN ASPHALT, CONCRETE OR OTHER APPROVED DRIVING SURFACE CAPABLE OF SUPPORTING THE IMPOSED LOAD OF FIRE APPARATUS WEIGHING AT LEAST 80,000 POUNDS.
 - FIRE APPARATUS ACCESS ROADS SHALL HAVE AN UNOBSTRUCTED WIDTH OF NOT LESS THAN 20 FEET (6096 mm), EXCLUSIVE OF SHOULDERS.
 - UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13 FEET 6 INCHES.
 - GRADE NO GREATER THAN 8% WITHOUT APPROVAL FROM FIRE CODE OFFICIAL.
 - ANGLE OF APPROACH/DEPARTURE OF 28° R TYP.
 - SIGNAGE ON EITHER END OF ACCESS ROAD MEETING THE REQUIREMENTS OF THE CITY OF LEANDER FIRE DEPARTMENT.
 - SECURITY GATE SHALL BE INSTALLED ON EITHER SIDE OF THE ACCESS ROAD MEETING THE REQUIREMENTS OF THE CITY OF LEANDER FIRE DEPARTMENT. PROVIDE KNOX BOX ENTRY SYSTEM FOR GATE ACCESS MUST BE PROVIDED ON BOTH SIDES. APPLICATION WITH AUTHORIZATION SIGNATURE MUST BE OBTAINED FROM FIRE ADMINISTRATION TO ORDER BOX.
- ACCESS ROAD SHALL BE CONSTRUCTED AS AN ASPHALT, CONCRETE OR OTHER APPROVED DRIVING SURFACE CAPABLE OF SUPPORTING THE IMPOSED LOAD OF FIRE APPARATUS WEIGHING AT LEAST 80,000 POUNDS.
- FIRE APPARATUS ACCESS ROADS SHALL HAVE:
 - AN UNOBSTRUCTED WIDTH OF NOT LESS THAN 20 FEET (6096 MM), EXCLUSIVE OF SHOULDERS.
 - AN UNOBSTRUCTED VERTICAL CLEARANCE OF NOT LESS THAN 13 FEET 6 INCHES.
 - A GRADE NO GREATER THAN 8% WITHOUT APPROVAL FROM FIRE CODE OFFICIAL.
 - AN ANGLE OF APPROACH/DEPARTURE OF 28° R TYP.
 - SIGNAGE ON EITHER END OF ACCESS ROAD.
 - A SECURITY GATE SHALL BE INSTALLED ON EITHER SIDE OF THE ACCESS ROAD. THE INSTALLATION OF SECURITY GATES ACROSS A FIRE APPARATUS ACCESS ROAD SHALL BE APPROVED BY THE FIRE CHIEF. A "KNOX" BOX ENTRY SYSTEM FOR GATE ACCESS MUST BE PROVIDED ON BOTH SIDES. AN APPLICATION WITH AUTHORIZATION SIGNATURE MUST BE OBTAINED FROM FIRE ADMINISTRATION TO ORDER BOX.

GEORGETOWN DEVELOPMENT STANDARDS

- DEVELOPMENT WITHIN ONE THOUSAND (1,000) FEET NORTH OF THE CENTER LINE OF THE SOUTH SAN GABRIEL RIVER SHALL BE LIMITED TO SINGLE-FAMILY RESIDENTIAL, PARKS AND OPEN SPACE, LOW-IMPACT RESIDENTIAL AMENITIES SUCH AS RESTROOMS AND GAZEBOS, AND SHALL NOT INCLUDE LIGHTED SPORTS FIELDS OR ANY ABOVE-GROUND WATER OR WASTEWATER UTILITY FACILITIES (EXCLUDING VALVES AND OTHER MINOR WATER OR WASTEWATER SYSTEM APPURTENANCES).
- LIGHTING FOR HOMES, STREETS, AMENITIES AND PARKLAND LOCATED WITHIN ONE THOUSAND (1,000) FEET NORTH OF THE CENTER LINE OF THE SOUTH SAN GABRIEL RIVER SHALL COMPLY WITH THE DARK-SKY LIGHTING REQUIREMENTS SET FORTH SECTION 12, ARTICLE VI OF THE ZONING ORDINANCE.
- NO HOMES LOCATED WITHIN 1000 FEET NORTH OF THE CENTER LINE OF THE SOUTH SAN GABRIEL RIVER SHALL EXCEED A HEIGHT OF THIRTY-FIVE (35) FEET.
- THERE SHALL BE A ONE HUNDRED FIFTY (150) FOOT BUFFER AREA NORTH OF THE CENTER LINE OF THE SOUTH SAN GABRIEL RIVER CONSISTING SOLELY OF PROTECTED OPEN SPACE AND TREE PRESERVATION AREAS, EXCEPT THAT PUBLIC PEDESTRIAN AND/OR HIKE AND BIKE TRAILS, UNDERGROUND UTILITIES AND ANY IMPROVEMENTS SPECIFICALLY AUTHORIZED UNDER THE MAINTENANCE ACCESS EASEMENT AND TRAIL EASEMENT (AS DEFINED BELOW) CAN BE PLACED IN THE BUFFER AREA. NO OVERHEAD OR ABOVE-GROUND UTILITY IMPROVEMENTS SHALL BE PLACED IN THE 150-FOOT BUFFER AREA (EXCLUDING VALVES AND OTHER MINOR WATER OR WASTEWATER SYSTEM APPURTENANCES).
- DEVELOPER SHALL CONSTRUCT, AT NO COST TO GEORGETOWN OR LEANDER, A TEN (10) FOOT WIDE ADA-COMPLIANT CONCRETE TRAIL IN COMPLIANCE WITH GEORGETOWN'S TRAIL SPECIFICATIONS AND STANDARDS IN EFFECT AT THE TIME OF CONSTRUCTION, WHICH EXTENDS FROM THE EASTERN BOUNDARY OF THE 50-ACRE TRACT TO THE WESTERN BOUNDARY OF THE 50-ACRE TRACT, OR TO SUCH OTHER POINT ON THE LAND APPROVED IN WRITING BY LEANDER AND THE GEORGETOWN PARKS AND RECREATION DIRECTOR THAT ALLOWS FOR CONNECTION VIA A RIVER CROSSING WITH GEORGETOWN'S TRAIL ON THE OPPOSITE SHORE (THE "TRAIL"). THE PARTIES ACKNOWLEDGE AND AGREE THAT THE RIVER CROSSING MAY BE LOCATED ON THE ETJ LAND. THE SPECIFIC LOCATION OF THE TRAIL SHALL BE APPROVED IN WRITING IN ADVANCE BY LEANDER AND THE GEORGETOWN PARKS AND RECREATION DIRECTOR AND SHALL BE GENERALLY CONSISTENT WITH THE LOCATION SHOWN ON EXHIBIT "D" TO THE ETJ RELEASE AGREEMENT. WHEN REQUIRED BY THIS SUBSECTION, DEVELOPER SHALL CAUSE THE TRAIL TO BE DEDICATED TO LEANDER, AND THE LAND FOR THE RIVER CROSSING NECESSARY TO CONNECT THE TRAIL TO GEORGETOWN'S TRAIL ON THE OPPOSITE SHORE TO BE DEDICATED TO GEORGETOWN, EACH FOR PUBLIC USE AND OWNERSHIP, MAINTENANCE AND OPERATION IN FEE SIMPLE OR BY EASEMENT. AS LEANDER OR GEORGETOWN MAY RESPECTIVELY ELECT IN THEIR SOLE DISCRETION, AT NO COST TO LEANDER OR GEORGETOWN, DEVELOPER SHALL BE REQUIRED TO CONSTRUCT THE TRAIL, (GATE AND EXCEPT THE RIVER CROSSING), CONVEY THE LAND FOR THE TRAIL TO LEANDER VIA DEED OR EASEMENT, CONVEY THE LAND FOR THE RIVER CROSSING TO GEORGETOWN VIA DEED OR EASEMENT, UPON THE EARLIER TO OCCUR OF: A) GEORGETOWN'S WRITTEN REQUEST; PROVIDED THAT GEORGETOWN DOES NOT MAKE SUCH REQUEST EARLIER THAN TWO YEARS FROM THE EFFECTIVE DATE OF THE ETJ RELEASE AGREEMENT; OR B) AT THE TIME THE DEVELOPER APPLIES FOR APPROVAL OF A FINAL PLAT FOR THE PORTION OF THE ETJ-RELEASE TRACT IN WHICH THE TRAIL IS LOCATED, AND APPROVAL OF THE FINAL PLAT SHALL BE SUBJECT TO THE DEVELOPER'S COMPLIANCE WITH THIS SECTION.
- DEVELOPER SHALL CONVEY OR DEDICATE TO THE PUBLIC, AT NO COST TO GEORGETOWN OR LEANDER, PUBLIC RIGHT-OF-WAY SUFFICIENT TO ALLOW FOR INTERSECTION OF THE LAND'S ENTRANCE ROAD WITH AN EIGHT (8) FOOT WIDE, COLLECTOR-LEVEL, EAST-WEST PUBLIC ROADWAY ON THE SO-CALLED TIEPIE TRACT IN THE APPROXIMATE LOCATION SHOWN ON THE CONCEPT PLAN (THE "ROW"). DEVELOPER SHALL HAVE NO OBLIGATION TO SECURE OR DEDICATE ANY PUBLIC RIGHT-OF-WAY ON LANDS NOT OWNED BY DEVELOPER, AND INSTRUMENT IN A FORM ACCEPTABLE TO LEANDER DEDICATING THE ROW AS REQUIRED BY THIS SECTION 6 SHALL BE A CONDITION OF APPROVAL OF THE FINAL PLAT FOR THE PHASE IN WHICH THE ROW IS LOCATED. DEVELOPER SHALL HAVE NO OBLIGATION TO SECURE OR DEDICATE ANY PUBLIC RIGHT-OF-WAY ON LANDS NOT OWNED BY DEVELOPER, PROVIDED THAT DEVELOPER SHALL NOT CONVEY ANY PORTION OF THE LAND UNTIL THE ROW IS DEDICATED AS REQUIRED BY THIS SECTION. THE LANDSCAPE THEME FOR SUCH DEDICATED RIGHT-OF-WAY SHALL BE CONSISTENT WITH THE LANDS LANDSCAPE THEME.

LIVELY TRACT

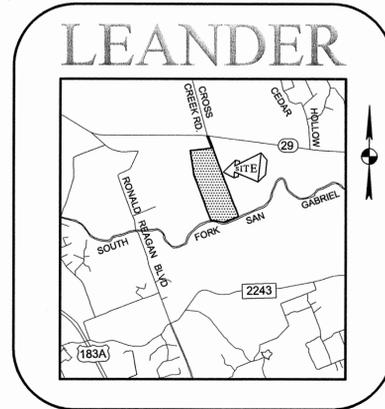
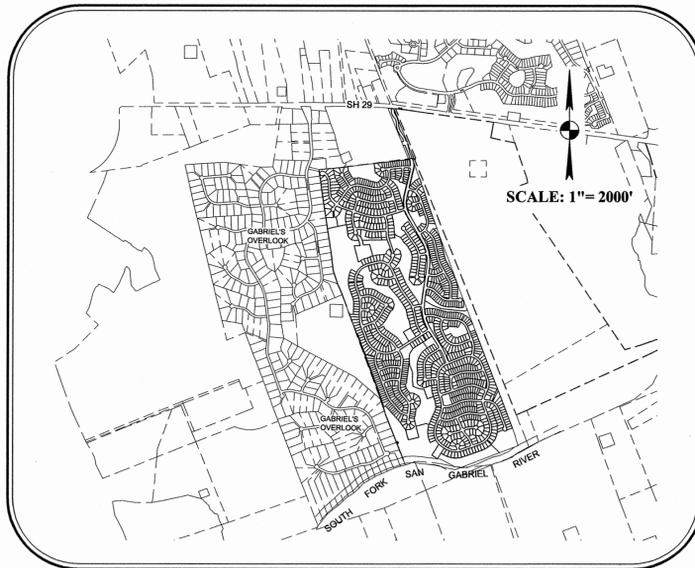
PRELIMINARY PLAT

LEANDER, TEXAS

JULY, 2016

BEING 437.04 ACRES OF LAND OUT OF AND A PORTION OF THE GREENLEAF FISK SURVEY ABSTRACT 5, AND THE BARTHOLOMEW MANLOVE SURVEY ABSTRACT NO. 420, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 30' STRIP OF LAND DESCRIBED AS FIRST TRACT AND ALL OF A 437.84 ACRE TRACT DESCRIBED AS SECOND TRACT IN SPECIAL WARRANTY DEED TO DONALD H. LIVELY FAMILY PARTNERSHIP, L.P., DATED DECEMBER 29, 1998, AND RECORDED IN DOCUMENT NO. 9901719, AND CORRECTED IN DOCUMENT NO. 2014068471, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A 2.84 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO DON H. LIVELY FAMILY PARTNERSHIP, L.P., DATED JULY 3, 2015, AND RECORDED IN DOC NO. 2015053744, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT #827.



VICINITY MAP
NOT TO SCALE

Sheet List Table	
Sheet Number	Sheet Title
01	COVER
02	OVERALL EXISTING CONDITIONS
03	OVERALL LOT LAYOUT
04	PRELIMINARY PLAT (SHT 1 OF 7)
05	PRELIMINARY PLAT (SHT 2 OF 7)
06	PRELIMINARY PLAT (SHT 3 OF 7)
07	PRELIMINARY PLAT (SHT 4 OF 7)
08	PRELIMINARY PLAT (SHT 5 OF 7)
09	PRELIMINARY PLAT (SHT 6 OF 7)
10	PRELIMINARY PLAT (SHT 7 OF 7)
11	DATA SHEET
12	STORM DRAIN SYSTEM (SHT 1 OF 2)
13	STORM DRAIN SYSTEM (SHT 2 OF 2)
14	SAND FILTERS
15	OVERALL UTILITY LAYOUT (SHT 1 OF 2)
16	OVERALL UTILITY LAYOUT (SHT 2 OF 2)
17	Tree Survey 8-18 - Layout1
18	Tree Survey 8-18 - Layout1 (2)
19	Tree Survey 8-18 - Layout1 (3)
20	Tree Survey- 18.5-26 - Layout1
21	Tree Survey- 18.5-26 - Layout1 (2)
22	Tree Survey- 26.5 + - Layout1
23	Tree Survey- 26.5 + - Layout1 (2)
24	PARKLAND PLAN

LAND USE SUMMARY

SIZE	ZONING DISTRICT	# OF LOTS	%
50' LOTS	SFC-2-A	513	45
60' LOTS	SFU-2-A	372	33
70' LOTS	SFS-2-A	245	22
TOTAL		1130	100

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE ASSOCIATED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

ALL EASEMENTS FOR THE PROPERTY ARE SHOWN ON THE PLAT AS THE MOST RECENT TITLE RUN. SEE TITLE COMMITMENT FROM CHICAGO TITLE INSURANCE COMPANY, DATED OCTOBER 5, 2015.

OWNER:

HWY 29 VENTURES 2015 L.P.
700 LAVACA STREET, SUITE 900
AUSTIN, TEXAS 78701
P (949) 922-2512

ENGINEER:

PAPE-DAWSON ENGINEERS, INC.
7800 SHOAL CREEK BLVD., SUITE 220-W
AUSTIN, TEXAS 78757
(512) 454-8711
FAX (512) 459-8867
TBP, FIRM NO. # 470

SURVEY:

CHAPARRAL PROFESSIONAL LAND SURVEYING, INC.
SURVEYING AND MAPPING
3500 McCALL LANE
AUSTIN, TEXAS 78744
(512) 443-1724
FIRM NO. 10124500



7800 SHOAL CREEK BLVD | AUSTIN TEXAS 78757 | PHONE: 512.454.8711
SUITE 220 WEST | FAX: 512.459.8867
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470

DATE: JULY, 2016

I, MICHAEL S. FISHER, P.E., #87704, DO HEREBY CERTIFY THAT THE ENGINEERING WORK BEING SUBMITTED HEREIN COMPLIES WITH ALL THE PROVISIONS OF THE TEXAS ENGINEERING PRACTICE ACT, INCLUDING 131.152 (e). I HEREBY ACKNOWLEDGE THAT ANY MISREPRESENTATION REGARDING THIS CERTIFICATION CONSTITUTES A VIOLATION OF THE ACT, AND MAY RESULT IN CRIMINAL, CIVIL AND/OR ADMINISTRATIVE PENALTIES AGAINST ME, AS AUTHORIZED BY THE ACT.

SUBMITTED BY:



PAPE-DAWSON ENGINEERS
MICHAEL S. FISHER, P.E. #87704
PROJECT ENGINEER

7/15/16
DATE

50816-03

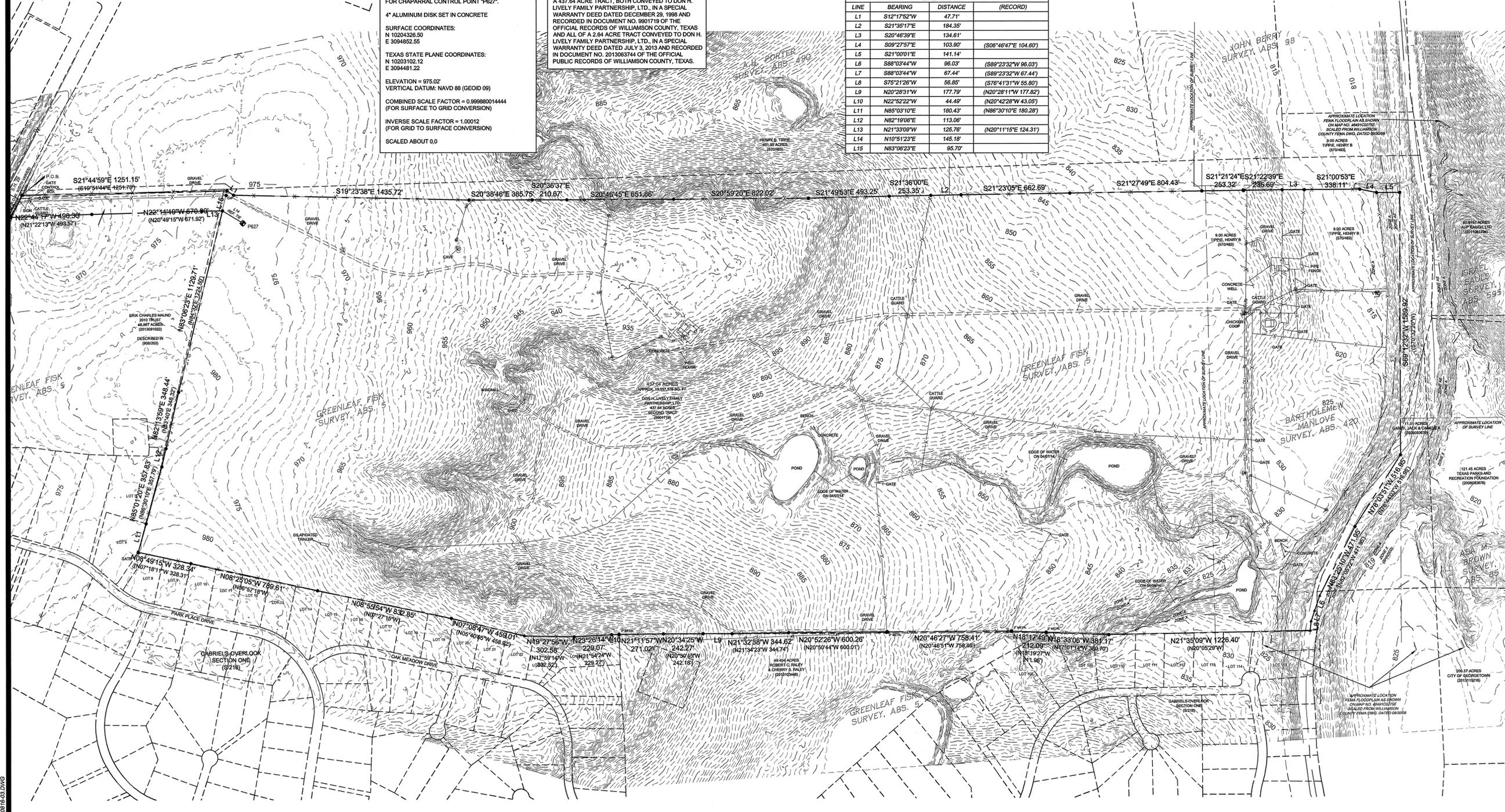
SHEET 01 OF 24

THIS IS A SURFACE DRAWING.
 BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "P627".
 4" ALUMINUM DISK SET IN CONCRETE
 SURFACE COORDINATES:
 N 10204326.50
 E 3094852.55
 TEXAS STATE PLANE COORDINATES:
 N 10203102.12
 E 3094481.22
 ELEVATION = 975.02
 VERTICAL DATUM: NAVD 88 (GEOID 09)
 COMBINED SCALE FACTOR = 0.99988001444
 (FOR SURFACE TO GRID CONVERSION)
 INVERSE SCALE FACTOR = 1.00012
 (FOR GRID TO SURFACE CONVERSION)
 SCALED ABOUT 0.0

A LAND TITLE SURVEY OF 437.04 ACRES (APPROXIMATELY 19,037,576 SQ. FT.), IN THE GREENLEAF FISH SURVEY ABSTRACT NO. 5, WILLIAMSON COUNTY, TEXAS AND THE BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 420, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 30' STRIP AND ALL OF A 637.64 ACRE TRACT, BOTH CONVEYED TO DON H. LIVELY FAMILY PARTNERSHIP, LTD., IN A SPECIAL WARRANTY DEED DATED DECEMBER 29, 1998 AND RECORDED IN DOCUMENT NO. 9901719 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND ALL OF A 2.64 ACRE TRACT CONVEYED TO DON H. LIVELY FAMILY PARTNERSHIP, LTD., IN A SPECIAL WARRANTY DEED DATED JULY 3, 2013 AND RECORDED IN DOCUMENT NO. 2013063744 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C1	5679.58'	1°31'13"	150.70'	S83°26'45"E	150.69'

LINE TABLE			
LINE	BEARING	DISTANCE	(RECORD)
L1	S12°17'52"W	47.71'	
L2	S21°35'17"E	184.35'	
L3	S20°46'39"E	134.61'	
L4	S09°27'57"E	103.90'	(S06°46'47"E 104.60')
L5	S21°00'01"E	141.14'	
L6	S88°03'44"W	96.03'	(S89°23'32"W 96.03')
L7	S88°03'44"W	67.44'	(S89°23'32"W 67.44')
L8	S75°21'26"W	56.85'	(S76°41'31"W 55.80')
L9	N20°28'31"W	177.79'	(N20°28'11"W 177.82')
L10	N22°52'22"W	44.49'	(N20°42'28"W 43.05')
L11	N85°03'10"E	180.43'	(N86°30'10"E 180.28')
L12	N82°19'06"E	113.06'	
L13	N21°33'08"W	125.76'	(N20°11'15"E 124.31')
L14	N10°51'23"E	145.18'	
L15	N83°06'23"E	95.70'	



REVISIONS:



PAPE-DAWSON ENGINEERS
 7800 SIGNAL CREEK BLVD | SUITE 220 WEST
 AUSTIN TEXAS 78757 | PHONE: 512.454.8711
 FAX: 512.456.6857
 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION #470

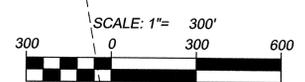
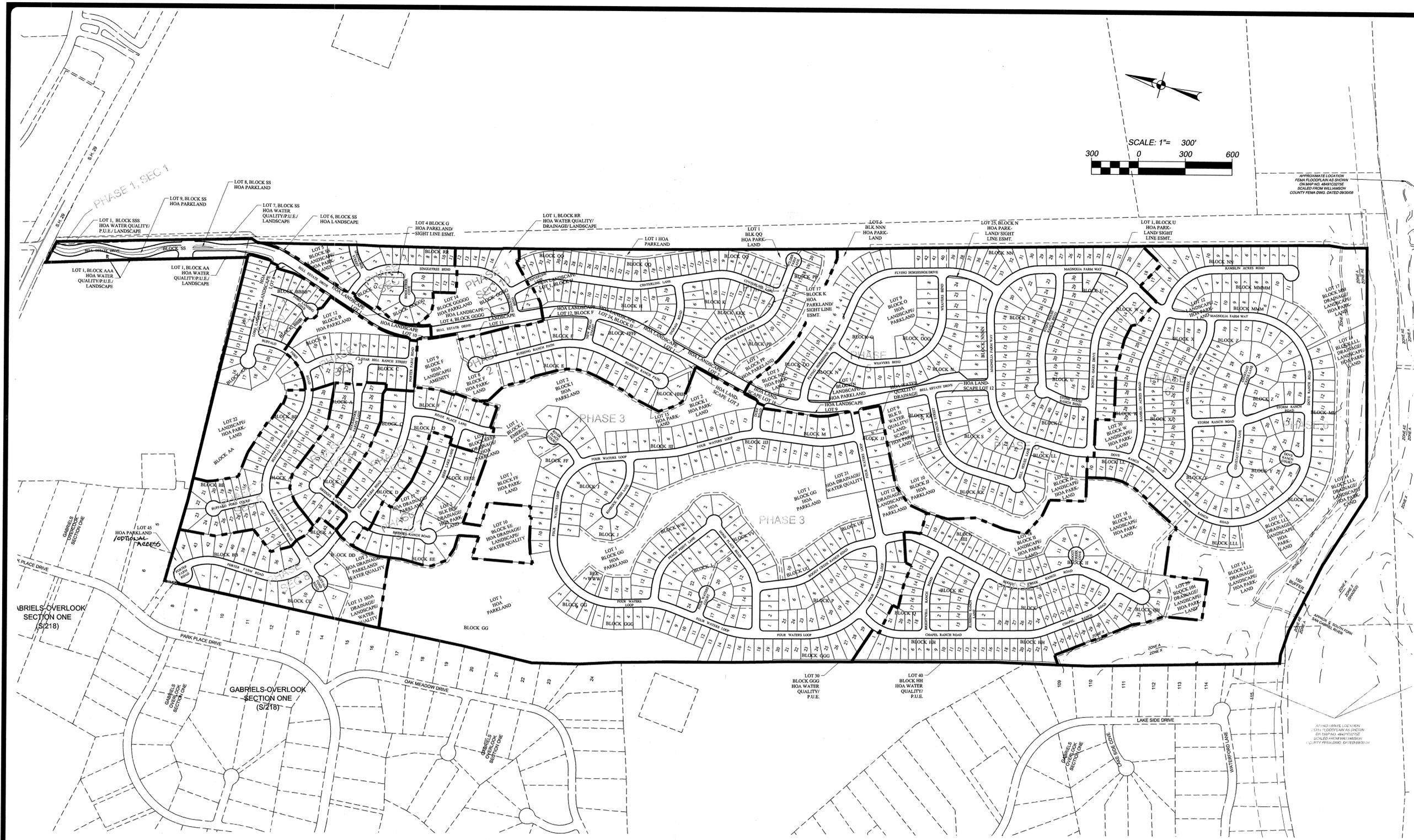
LIVELY TRACT PRELIMINARY PLAT
 OVERALL EXISTING CONDITIONS

JOB NO. 50816-03
 DATE MARCH 2016
 DESIGNER HJG
 CHECKED 18 DRAWN HJG
 SHEET 02 OF 24

DATE: Mar 14, 2016 09:14 AM USER: J. GIDDY
 FILE: PLATPROJECTS\50816\02\12 PRELIMINARY PLAT\DWG\16-03.DWG

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DATE: Jun 17, 2016 8:53AM USER: D. ACOSTA/AMEX
 FILE: R:\PROJECTS\50816\02\22 PRELIMINARY PLAN\DWG\16-03.DWG



APPROXIMATE LOCATION FROM BLOCK PLAN AS SHOWN ON MAP NO. 4848020761 SCHEDULED FROM WILLAMSON COUNTY FERM DWG. DATED 08/05/08

APPROXIMATE LOCATION FROM BLOCK PLAN AS SHOWN ON MAP NO. 4848020761 SCHEDULED FROM WILLAMSON COUNTY FERM DWG. DATED 08/05/08

REVISIONS:

James Huffcutt 6-17-16



PAPE-DAWSON ENGINEERS

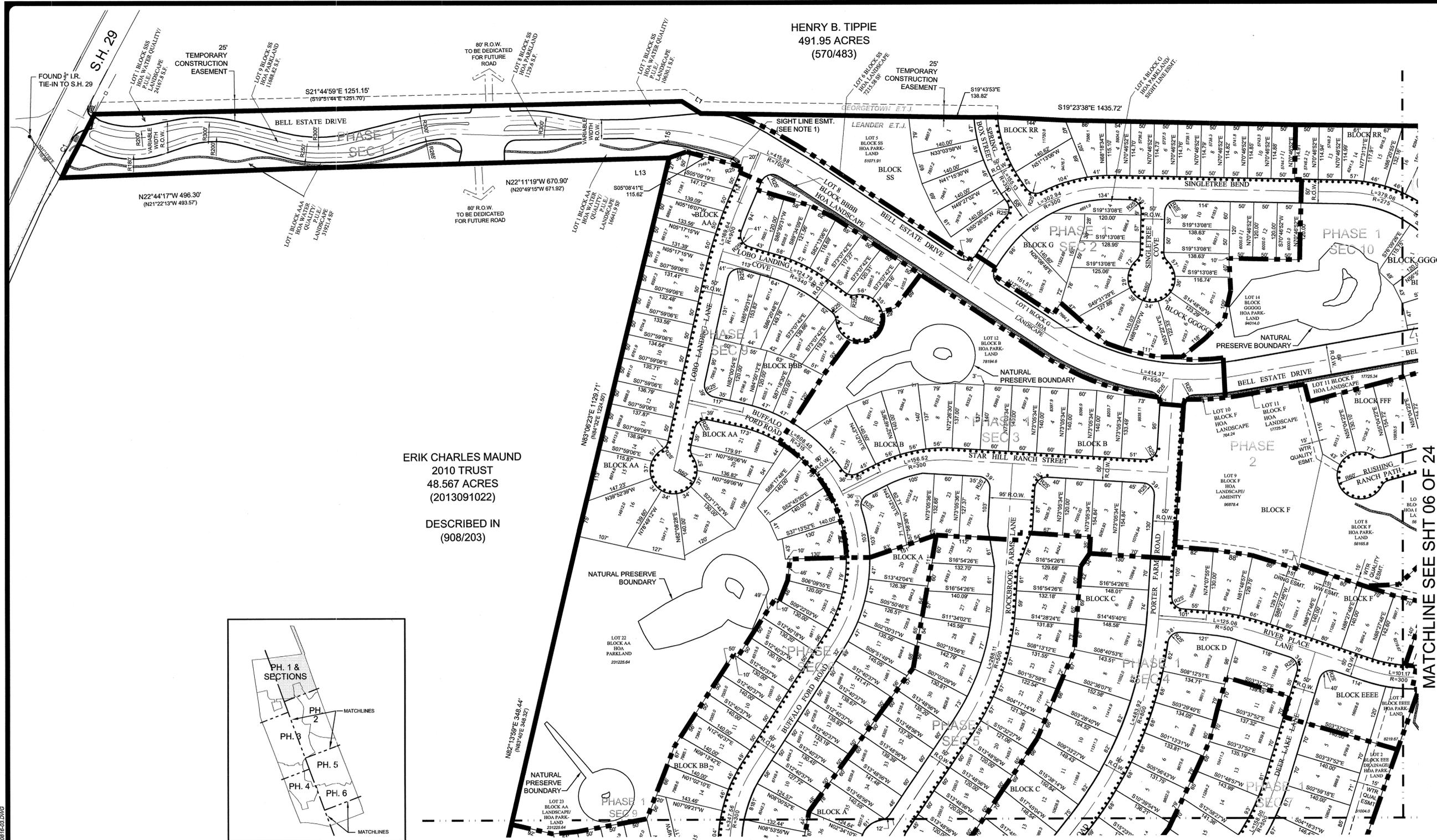
7800 SHOAL CREEK BLVD | SUITE 200 WEST | AUSTIN, TEXAS 78757 | PHONE: 512.454.8711 | FAX: 512.459.8667 | TEXAS BOARD OF PROFESSIONAL ENGINEERS, FERM REGISTRATION # 470

LIVELY TRACT
 PRELIMINARY PLAT
 OVERALL LOT LAYOUT

LEGEND
 ——— PROPOSED BOUNDARY
 - - - - - PROPOSED PHASING

JOB NO. 50816-03
 DATE June 2016
 DESIGNER HJG
 CHECKED JG DRAWN HJG
 SHEET 03 OF 24

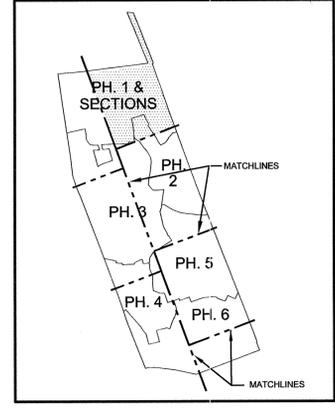
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HENRY B. TIPPIE
491.95 ACRES
(570/483)

ERIK CHARLES MAUND
2010 TRUST
48.567 ACRES
(2013091022)

DESCRIBED IN
(908/203)



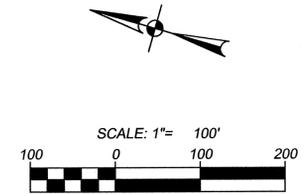
PRELIMINARY PHASING PLAN

SEE SHEET 11 FOR STREET DATA AND LAND USE SUMMARY

MATCHLINE SEE SHT 05 OF 24

MATCHLINE SEE SHT 06 OF 24

- LEGEND**
- PROPOSED BOUNDARY
 - - - PROPOSED PHASING
 - 4' SIDEWALK
 - ~~~~~ 4' TRAILS (MULCH OR APPROVED PERVIOUS MATERIAL)
 - ▬ 10' CONCRETE TRAIL
 - Lot Area (S.F.)



NOTE:

1. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE CITY ENGINEER AT THE OWNERS EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.

REVISIONS:

James A. Huffcutt
6.17.16
JAMES A. HUFFCUTT
REGISTERED PROFESSIONAL ENGINEER
56253
C.E.N.

PAPE-DAWSON ENGINEERS

7800 SHOAL CREEK BLVD | PHONE: 512.454.8711
SUITE 220 WEST | AUSTIN, TEXAS 78757 | FAX: 512.459.8867
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 70

LIVELY TRACT
PRELIMINARY PLAT

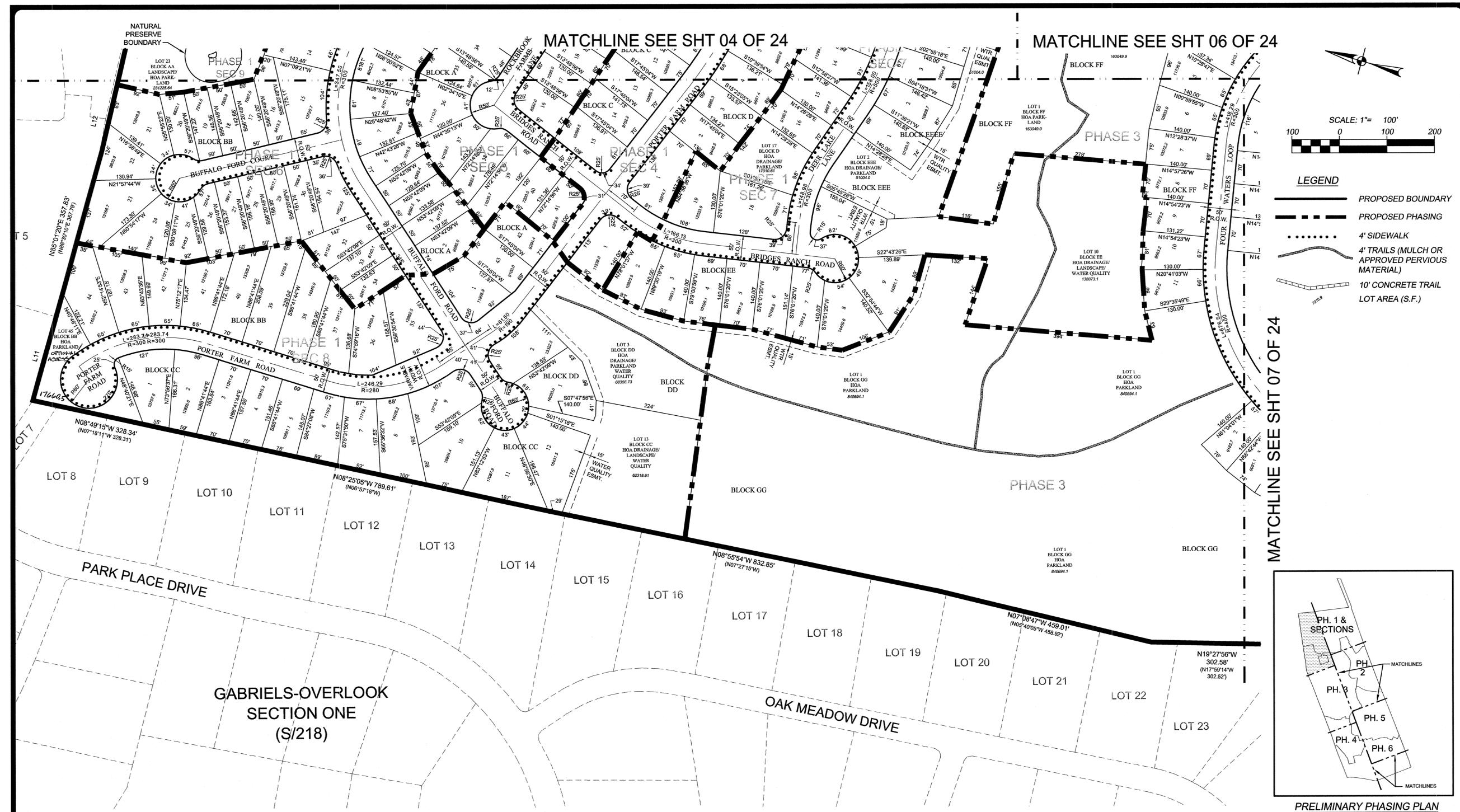
PRELIMINARY PLAT (SHT 1 OF 7)

JOB NO. 50816-03
DATE June 2016
DESIGNER HJG
CHECKED [Signature] DRAWN HJG
SHEET 04 OF 24

DATE: Jun 17, 2016 05:04M USER: JG_ACASTANEDA
FILE: H:\PROJECTS\50816\03\212 PRELIMINARY PLAT\DWG\PL 50816.03.DWG

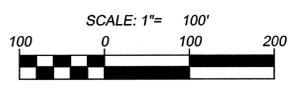
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DATE: JUL 15, 2016, 1:36PM USER: GDIXON
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SEE SHEET 11 FOR STREET DATA AND LAND USE SUMMARY

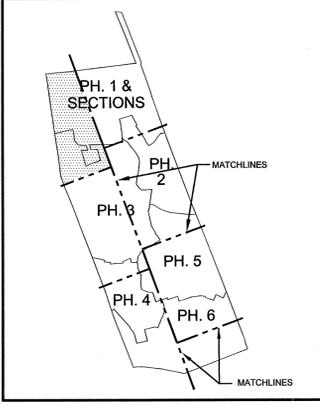
- NOTE:**
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LEGEND

- PROPOSED BOUNDARY
- PROPOSED PHASING
- 4' SIDEWALK
- 4' TRAILS (MULCH OR APPROVED PERVIOUS MATERIAL)
- 10' CONCRETE TRAIL
- LOT AREA (S.F.)

MATCHLINE SEE SHT 07 OF 24



PRELIMINARY PHASING PLAN

REVISIONS:

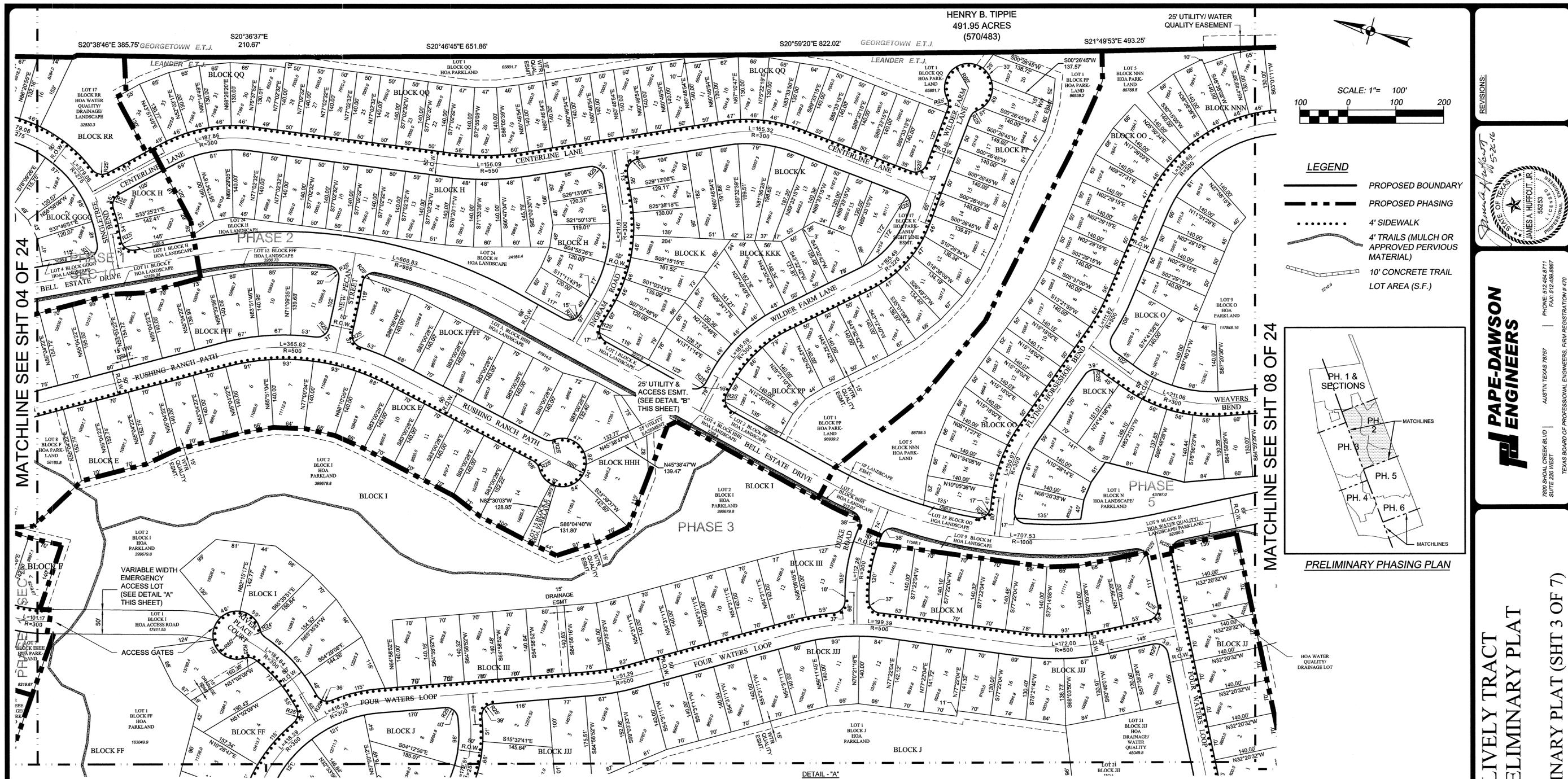


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TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION #470

LIVELY TRACT
PRELIMINARY PLAT

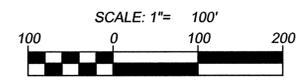
PRELIMINARY PLAT (SHT 2 OF 7)

JOB NO.	50816-03
DATE	July 2016
DESIGNER	HJG
CHECKED	JG DRAWN HJG
SHEET	05 OF 24



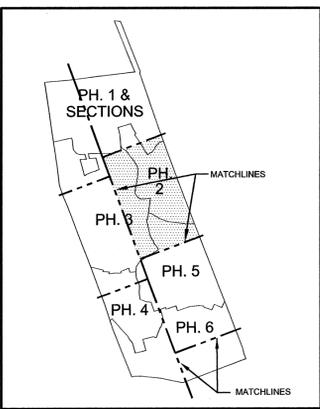
HENRY B. TIPPET
491.95 ACRES
(570/483)

25' UTILITY/WATER
QUALITY EASEMENT



LEGEND

- PROPOSED BOUNDARY
- PROPOSED PHASING
- 4' SIDEWALK
- 4' TRAILS (MULCH OR APPROVED PERVIOUS MATERIAL)
- 10' CONCRETE TRAIL
- LOT AREA (S.F.)



PRELIMINARY PHASING PLAN

MATCHLINE SEE SHT 04 OF 24

MATCHLINE SEE SHT 08 OF 24

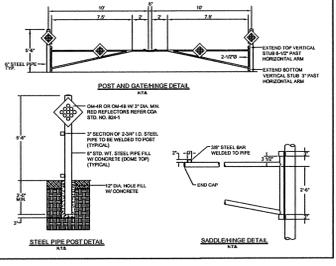
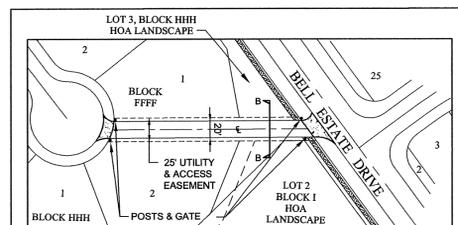
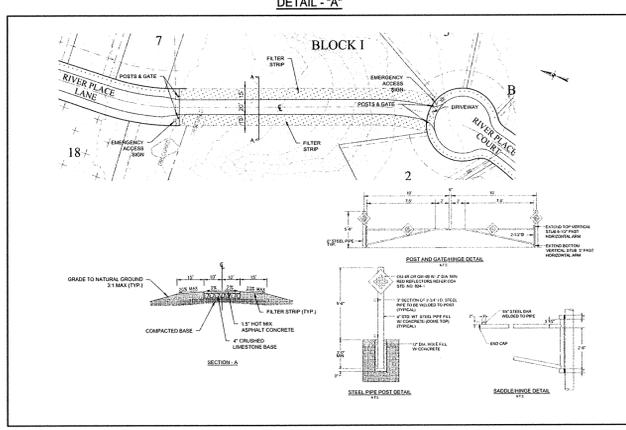
MATCHLINE SEE
SHT 05 OF 24

MATCHLINE
SEE SHT 07 OF 24

SEE SHEET 11 FOR STREET DATA AND LAND USE SUMMARY

NOTE:

- WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE CITY ENGINEER AT THE OWNERS EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.



**PAPE-DAWSON
ENGINEERS**

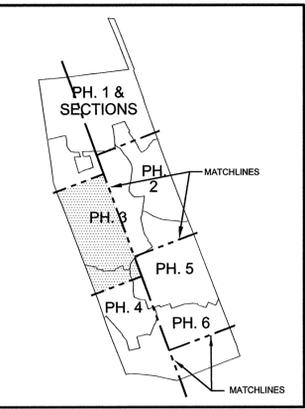
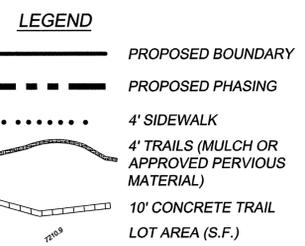
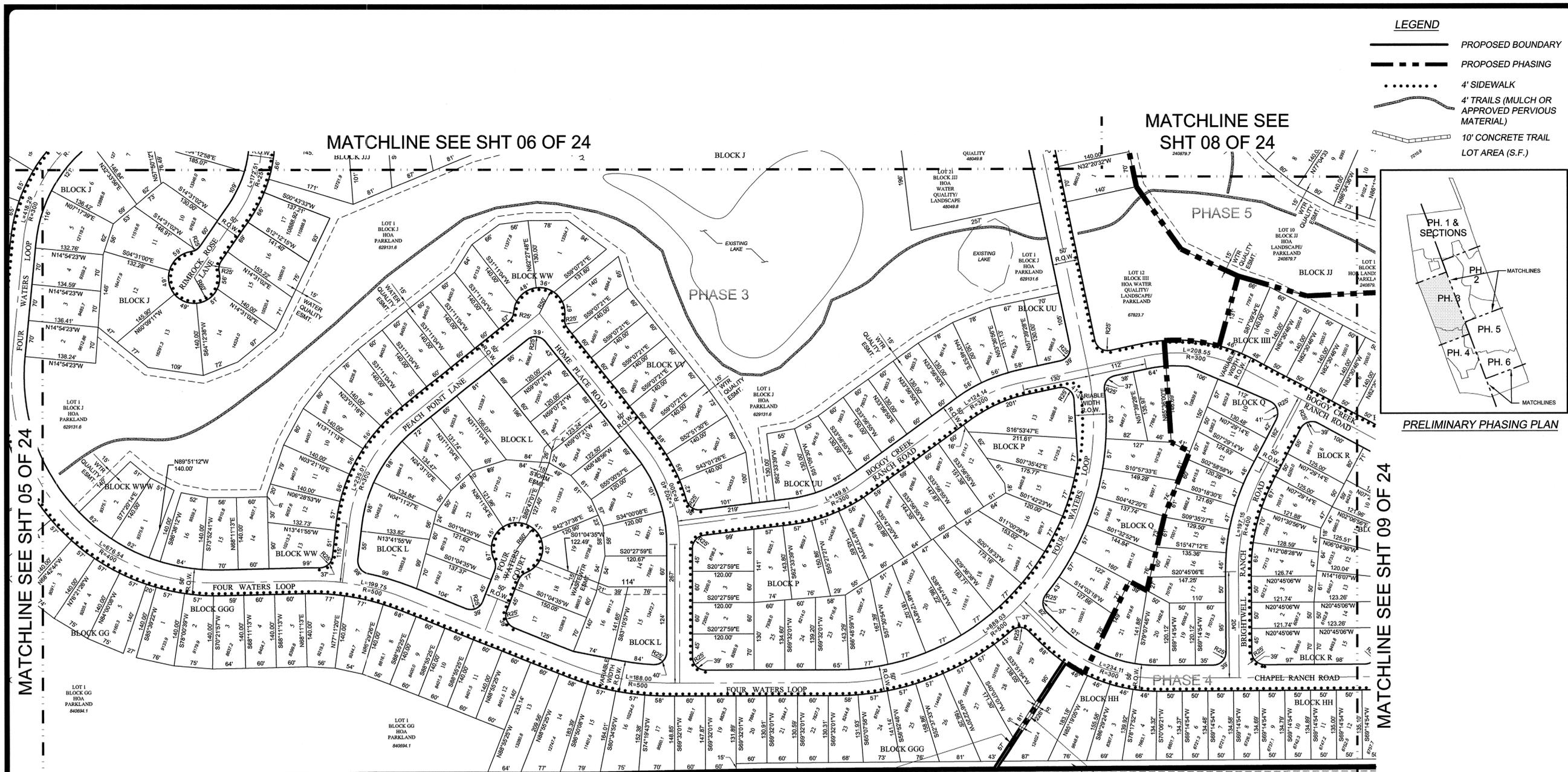
LIVELY TRACT
PRELIMINARY PLAT

PRELIMINARY PLAT (SHT 3 OF 7)

JOB NO. 50818-03
DATE May 2016
DESIGNER HJG
CHECKED 18 DRAWN HJG
SHEET 06 OF 24

DATE: May 26, 2016, 9:24AM USER: D. GORDON
FILE: H:\PROJECTS\50818\16\03\212 PRELIMINARY PLAT\PL03.DWG

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MATCHLINE SEE SHT 06 OF 24

MATCHLINE SEE SHT 08 OF 24

MATCHLINE SEE SHT 05 OF 24

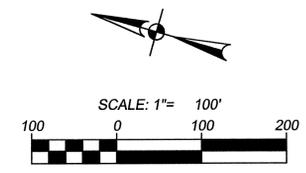
MATCHLINE SEE SHT 09 OF 24

27°56'W 2.58' 59°14'W 2.52' L10 N23°26'14"W 229.07' (N21°54'24"W 229.27') N21°11'57"W 271.02' N20°34'25"W 242.27' (N20°30'45"W 242.18') L9 N21°32'38"W 344.62' (N21°34'23"W 344.74') N20°52'26"W 600.26' (N20°50'44"W 600.01') LOT 30 BLOCK GGG HOA WATER QUALITY/ P.U.E. 80722 N20°46'27"W 758.41' (N20°46'51"W 758.48') LOT 40 BLOCK HH HOA WATER QUALITY/ P.U.E. 20884.68

49.404 ACRES
ROBERT C. RALEY
& CHERRY S. RALEY
(2013103448)

SEE SHEET 11 FOR STREET DATA AND LAND USE SUMMARY

- NOTE:
1. WITHIN A SIGHT LINE EASEMENT ANY OBSTRUCTION OF SIGHT LINE BY VEGETATION, FENCING, EARTHWORK, BUILDINGS, SIGNS, OR ANY OTHER OBJECT WHICH IS DETERMINED TO CAUSE A TRAFFIC HAZARD IS PROHIBITED AND MAY BE REMOVED BY ORDER OF THE CITY ENGINEER AT THE OWNERS EXPENSE. THE PROPERTY OWNER IS TO MAINTAIN AN UNOBSTRUCTED VIEW CORRIDOR WITHIN THE BOUNDS OF SUCH EASEMENT AT ALL TIMES.



REVISIONS:

James A. Hester
5/26/16



PAPE-DAWSON ENGINEERS

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LIVELY TRACT
PRELIMINARY PLAT

PRELIMINARY PLAT (SHT 4 OF 7)

JOB NO. 50816-03
DATE May 2016
DESIGNER HJG
CHECKED *[Signature]* DRAWN HJG
SHEET 07 OF 24

DATE: May 25, 2016, 6:45PM, USER: J.D. GODDARD, FILE: H:\PROJECTS\50816-03\212 PRELIMINARY PLAT\DWG\PL150816-03.DWG

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STREET NAME				
NAME	TYPE	LINEAR FEET	PVMT WIDTH	S/W WIDTH
BELL ESTATE DRIVE	64' COLLECTOR	6342.1	36'	6'
LOBO LANDING LANE	50' LOCAL	701.4	27'	4'
LOBO LANDING COVE	50' LOCAL	328.7	27'	4'
BUFFALO FORD ROAD	50' LOCAL	1942.9	27'	4'
BUFFALO FORD COURT	50' LOCAL	350.1	27'	4'
PORTER FARM ROAD	50' LOCAL	2671.06	27'	4'
BRIDGES RANCH ROAD	50' LOCAL	813.9	27'	4'
DEER LAKE LANE	50' LOCAL	779.4	27'	4'
RIVER PLACE LANE	50' LOCAL	497.1	27'	6'
SPRING BOX STREET	50' LOCAL	290.4	27'	4'

STREET NAME				
NAME	TYPE	LINEAR FEET	PVMT WIDTH	S/W WIDTH
PEACH POINT LANE	50' LOCAL	680.6	27'	4'
HOME PLACE ROAD	50' LOCAL	801.8	27'	4'
FOUR WATERS COURT	50' LOCAL	169.5	27'	4'
BOGGY CREEK RANCH ROAD	50' LOCAL	2695.0	27'	4'
DUKE ROAD	50' LOCAL	251.6	27'	4'
CHAPEL RANCH ROAD	50' LOCAL	1819.8	27'	4'
BRIGHTWELL RANCH ROAD	50' LOCAL	563.9	27'	4'
RUSHING RANCH LANE	50' LOCAL	416.5	27'	4'
BOGGY CREEK COVE	50' LOCAL	102.4	27'	6'
FLYING HORSESHOE BEND	50' LOCAL	1792.3	27'	4'

STREET NAME				
NAME	TYPE	LINEAR FEET	PVMT WIDTH	S/W WIDTH
MAGNOLIA FARM WAY	50' LOCAL	3165.8	27'	4'
DOVE RANCH ROAD	50' LOCAL	2900.5	27'	4'
DOVE RANCH COURT	50' LOCAL	121.8	27'	4'
ROCKBROOK FARMS LANE	50' LOCAL	873.3	27'	4'
STAR HILL RANCH STREET	50' LOCAL	706.3	27'	4'

STREET NAME				
NAME	TYPE	LINEAR FEET	PVMT WIDTH	S/W WIDTH
SINGLETREE BEND	50' LOCAL	1333.01	27'	4'
SINGLETREE COVE	50' LOCAL	191.1	27'	4'
RUSHING RANCH PATH	50' LOCAL	1255.9	27'	4'
NEW PECAN STREET	50' LOCAL	210.6	27'	4'
CENTERLINE LANE	50' LOCAL	1802.3	27'	4'
INGRAM ROAD	50' LOCAL	421.8	27'	4'
WILDER FARM LANE	50' LOCAL	910.8	27'	4'
RIVER PLACE COURT	50' LOCAL	250.0	27'	4'
FOUR WATERS LOOP	50' LOCAL	6011.0	27'	6'
RIMROCK ROSE LANE	50' LOCAL	387.8	27'	4'

STREET NAME				
NAME	TYPE	LINEAR FEET	PVMT WIDTH	S/W WIDTH
WEAVERS BEND	50' LOCAL	1186.8	27'	4'
TINNEN HOUSE STREET	50' LOCAL	931.3	27'	4'
HILL HOUSE LANE	50' LOCAL	300.0	27'	4'
STONE HOUSE RANCH BEND	50' LOCAL	1126.8	27'	4'
BONITA OAKS DRIVE	50' LOCAL	1158.5	27'	4'
RAMBLIN ACRES ROAD	50' LOCAL	1941.9	27'	4'
OWL CREEK FARM LANE	50' LOCAL	1155.0	27'	4'
CONSTANT CREEK LANE	50' LOCAL	655.7	27'	6'
STORM RANCH ROAD	50' LOCAL	783.5	27'	4'

LAND USE SUMMARY		
USE	NO. OF LOTS	TOTAL ACRES
SINGLE FAMILY / RESIDENTIAL	1130	232.92
RESIDENTIAL R.O.W.	--	65.08
HOA PARKLAND / LANDSCAPE/ WATER QUALITY / AMENITY	69	140.10
TOTAL	1199	438.10

NON-RESIDENTIAL AREAS USAGE SUMMARY			
SECTION NAME	NO. OF AREAS PER SECTION/PHASE	LOT USAGE	ACRES
PHASE 1 - SEC 1	10	LOT 1, BLK AAA, HOA WATER QUALITY/ P.U.E./ LANDSCAPE	0.73
		LOT 1, BLK AA, HOA WATER QUALITY/ P.U.E./ LANDSCAPE	0.38
		LOT 8, BLK BBBB, HOA LANDSCAPE	0.28
		LOT 10, BLK F, HOA LANDSCAPE	0.02
		LOT 1, BLK G, HOA LANDSCAPE	0.18
		LOT 6, BLK SS, HOA LANDSCAPE	0.17
		LOT 7, BLK SS, HOA WATER QUALITY/ P.U.E./ LANDSCAPE	0.24
		LOT 8, BLK SS, HOA PARKLAND	0.16
		LOT 9, BLK SS HOA PARKLAND	0.27
		LOT 1, BLK SSS HOA WATER QUALITY/ P.U.E./ LANDSCAPE	0.55
PHASE 1 - SEC 2	2	LOT 5, BLK SS, HOA LANDSCAPE/ PARKLAND	1.17
		LOT 4, BLK G, HOA PARKLAND/ SIGHT LINE ESMT.	0.11
PHASE 1 - SEC 3	1	LOT 12, BLK B, HOA PARKLAND	1.80
PHASE 1 - SEC 4	1	LOT 7, BLK EEEE, HOA DRAINAGE/ PARKLAND	0.19
PHASE 1 - SEC 5	0	N/A	--
PHASE 1 - SEC 6	0	N/A	--
PHASE 1 - SEC 7	3	LOT 17, BLK D, HOA DRAINAGE/ PARKLAND	0.39
		LOT 10, BLK EE, HOA DRAINAGE/ LANDSCAPE/ WATER QUALITY	3.18
		LOT 2, BLK EEE, HOA DRAINAGE/ PARKLAND	1.17
PHASE 1 - SEC 8	3	LOT 45, BLK BB, HOA PARKLAND/ OPTIONAL ACCESS	0.41
		LOT 13, BLK CC, HOA DRAINAGE/ LANDSCAPE/ WATER QUALITY	1.43
		LOT 3, BLK DD, HOA DRAINAGE/ PARKLAND/ WATER QUALITY	1.57
PHASE 1 - SEC 9	1	LOT 23, BLK AA, HOA LANDSCAPE/ PARKLAND	5.31
PHASE 1 - SEC 10	5	LOT 14, BLK GGGG, HOA PARKLAND	2.16
		LOT 17, BLK RR, HOA WATER/ DRAINAGE/ LANDSCAPE	0.75
		LOT 1, BLK H, HOA LANDSCAPE	0.03
		LOT 11, BLK F, HOA LANDSCAPE	0.41
		LOT 4, BLK GGGG, HOA LANDSCAPE	0.02
PHASE 2	12	LOT 8, BLK F, HOA PARKLAND	1.29
		LOT 9, BLK F, HOA LANDSCAPE/ AMENITY	2.23
		LOT 12, BLK FFF, HOA LANDSCAPE	0.08
		LOT 3, BLK HHH, HOA LANDSCAPE	0.63
		LOT 15, BLK E, HOA PARKLAND	0.07
		LOT 24, BLK H, HOA LANDSCAPE	0.56
		LOT 1, BLK K, HOA LANDSCAPE	0.05
		LOT 1, BLK QQ, HOA PARKLAND	1.51

NON-RESIDENTIAL AREAS USAGE SUMMARY			
SECTION NAME	NO. OF AREAS PER SECTION/PHASE	LOT USAGE	ACRES
		LOT 1, BLK PP, HOA PARKLAND	2.22
		LOT 2, BLK PP, HOA LANDSCAPE	0.03
		LOT 4, BLK HHH, HOA LANDSCAPE	0.03
		LOT 17, BLK K, HOA PARKLAND/ SIGHT LINE ESMT.	0.08
PHASE 3	9	LOT 1, BLK FF, HOA PARKLAND	3.74
		LOT 1, BLK I, HOA ACCESS ROAD	0.40
		LOT 2, BLK I, HOA PARKLAND	9.18
		LOT 30, BLK GGG, HOA WATER QUALITY/ P.U.E.	0.21
		LOT 12, BLK IIII, HOA DRAINAGE/ LANDSCAPE/ PARKLAND	1.56
		LOT 6, BLK JJ, HOA WATER QUALITY/ DRAINAGE	0.08
		LOT 1, BLK J, HOA PARKLAND	14.44
		LOT 21, BLK JJJ, HOA DRAINAGE/ WATER QUALITY	1.11
		LOT 1, BLK GG, HOA PARKLAND	19.3
PHASE 4	3	LOT 40, BLK HH, HOA WATER QUALITY/ P.U.E.	0.48
		LOT 18, BLK II, LANDSCAPE/ HOA PARKLAND	8.84
		LOT 39, BLK HH, HOA DRAINAGE/ LANDSCAPE/ PARKLAND	1.69
PHASE 5	12	LOT 5, BLK NNN, HOA PARKLAND	1.99
		LOT 44, BLK NN, HOA PARKLAND	0.45
		LOT 10, BLK JJ, LANDSCAPE/ HOA PARKLAND	5.53
		LOT 9, BLK JJ, HOA WATER QUALITY/ LANDSCAPE/ PARKLAND	1.20
		LOT 9, BLK M, HOA LANDSCAPE	0.27
		LOT 5, BLK HHH, HOA LANDSCAPE	0.02
		LOT 9, BLOCK O, HOA PARKLAND	2.71
		LOT 1, BLK N, HOA LANDSCAPE/ PARKLAND	1.00
		LOT 12, BLK S, HOA LANDSCAPE	0.27
		LOT 18, BLK OO, HOA LANDSCAPE	0.03
		LOT 25, BLK N, HOA PARKLAND/ SIGHT LINE ESMT.	0.03
		LOT 1, BLK U, HOA PARKLAND/ SIGHT LINE ESMT.	0.08
PHASE 6	7	LOT 14, BLK LLL, HOA DRAINAGE/ LANDSCAPE/ PARKLAND	25.3
		LOT 17, BLK MM, HOA WATER QUALITY/ LANDSCAPE/ PARKLAND	5.40
		LOT 14, BLK NN, HOA UTILITY	0.19
		LOT 30, BLK W, HOA PARKLAND	1.17
		LOT 14, BLK LL, HOA LANDSCAPE	0.08
		LOT 15, BLK LLL, HOA DRAINAGE/ LANDSCAPE/ PARKLAND	1.06
		LOT 12, BLK MMM, HOA PARKLAND	0.43

PHASING & LOT COUNTS		
SECTION NAME	SINGLE FAMILY LOTS	PARKLAND/ LANDSCAPE/ OPEN SPACE/ DRAINAGE LOTS
PHASE 1 - SEC 1	0	10
PHASE 1 - SEC 2	30	2
PHASE 1 - SEC 3	19	1
PHASE 1 - SEC 4	30	1
PHASE 1 - SEC 5	29	0
PHASE 1 - SEC 6	50	0
PHASE 1 - SEC 7	22	3
PHASE 1 - SEC 8	27	3
PHASE 1 - SEC 9	39	1
PHASE 1 - SEC 10	10	5
PHASE 2	129	12
PHASE 3	205	9
PHASE 4	123	3
PHASE 5	228	12
PHASE 6	189	7
TOTAL	1130	69

REVISIONS:



PAPE-DAWSON ENGINEERS

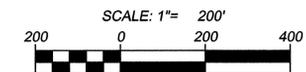
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LIVELY TRACT
PRELIMINARY PLAT
DATA SHEET

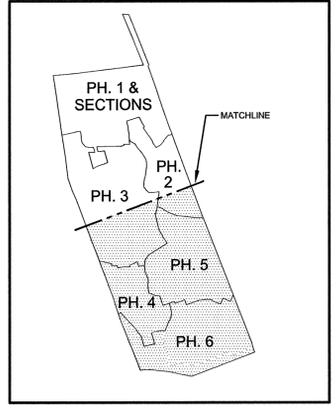
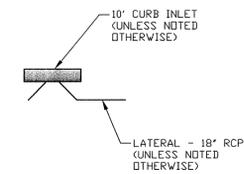
JOB NO. 50816-03
DATE June 2016
DESIGNER HJG
CHECKED DRAWN HJG
SHEET 11 OF 24



MATCHLINE SEE SHT 12 OF 24



- LEGEND**
- PROPOSED BOUNDARY
 - FLOW ARROW
 - SAND FILTER DESIGNATION



PRELIMINARY PHASING PLAN

NO DETENTION IS REQUIRED AS PER "FLOODPLAIN ANALYSIS AND DRAINAGE PLAN".

REVISIONS:

James A. Huffcut, Jr.
 05-22-16



PAPE-DAWSON ENGINEERS

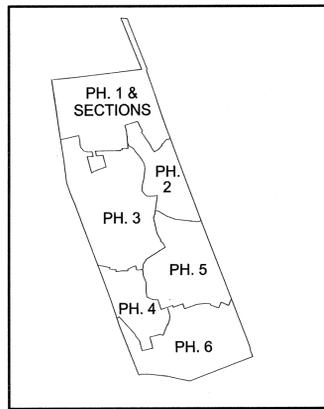
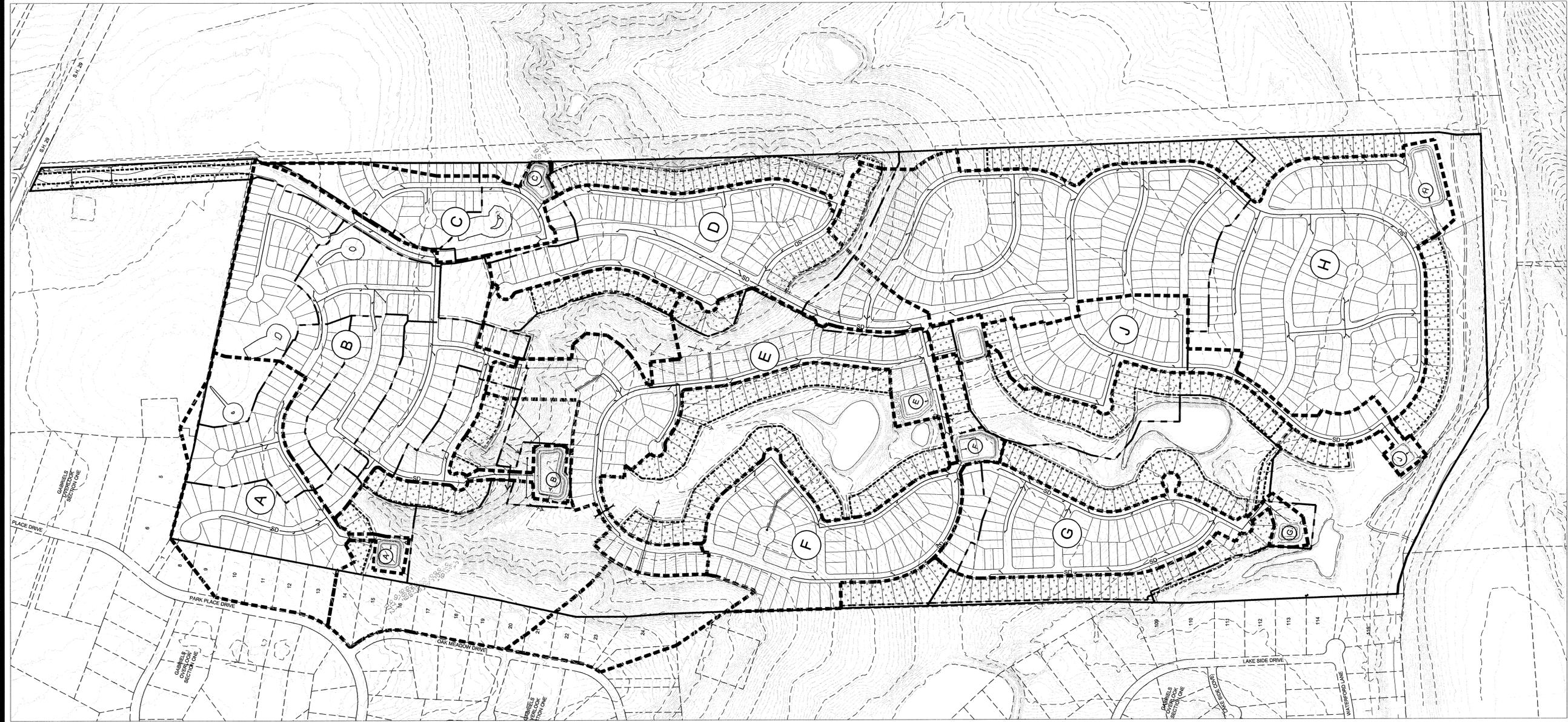
7005 BIVOL CREEK BLVD. | AUSTIN, TEXAS 78757 | PHONE: 512.464.8711 | FAX: 512.468.8887
 SUITE 220 WEST | TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470

LIVELY TRACT
 PRELIMINARY PLAT

STORM DRAIN SYSTEM (SHT 2 OF 2)

JOB NO.	50816-03
DATE	May 2016
DESIGNER	HJG
CHECKED	HJG
DRAWN	HJG
SHEET	13 OF 24

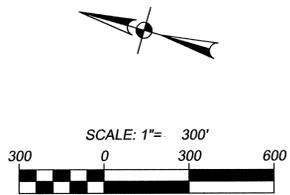
DATE: Jun 17, 2016 9:50AM USER ID: ACASTANEDA
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PRELIMINARY PHASING PLAN

WATER QUALITY BASINS	
AREAS	MEASUREMENT
(A)	SAND FILTER
(B)	SAND FILTER
(C)	SAND FILTER
(D)	SAND FILTER
(E)	SAND FILTER
(F)	SAND FILTER
(G)	SAND FILTER
(H)	SAND FILTER
(J)	SAND FILTER
	AREA TO BE TREATED BY VEGETATIVE FILTER

----- WATER QUALITY AREA BOUNDARY



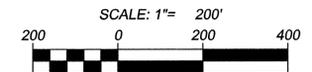
LIVELY TRACT
 PRELIMINARY PLAT
 SAND FILTERS

JOB NO. 50816-03
 DATE June 2016
 DESIGNER HJG
 CHECKED DRAWN HJG
 SHEET 14 OF 24

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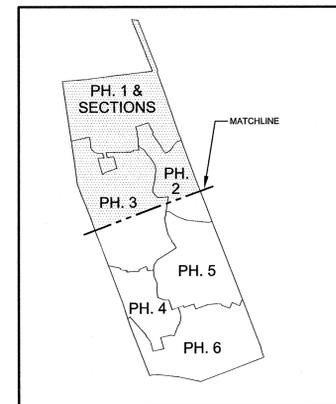
REVISIONS:
 James A. Huffcut, Jr.
 PROFESSIONAL ENGINEER
 STATE OF TEXAS
 55235

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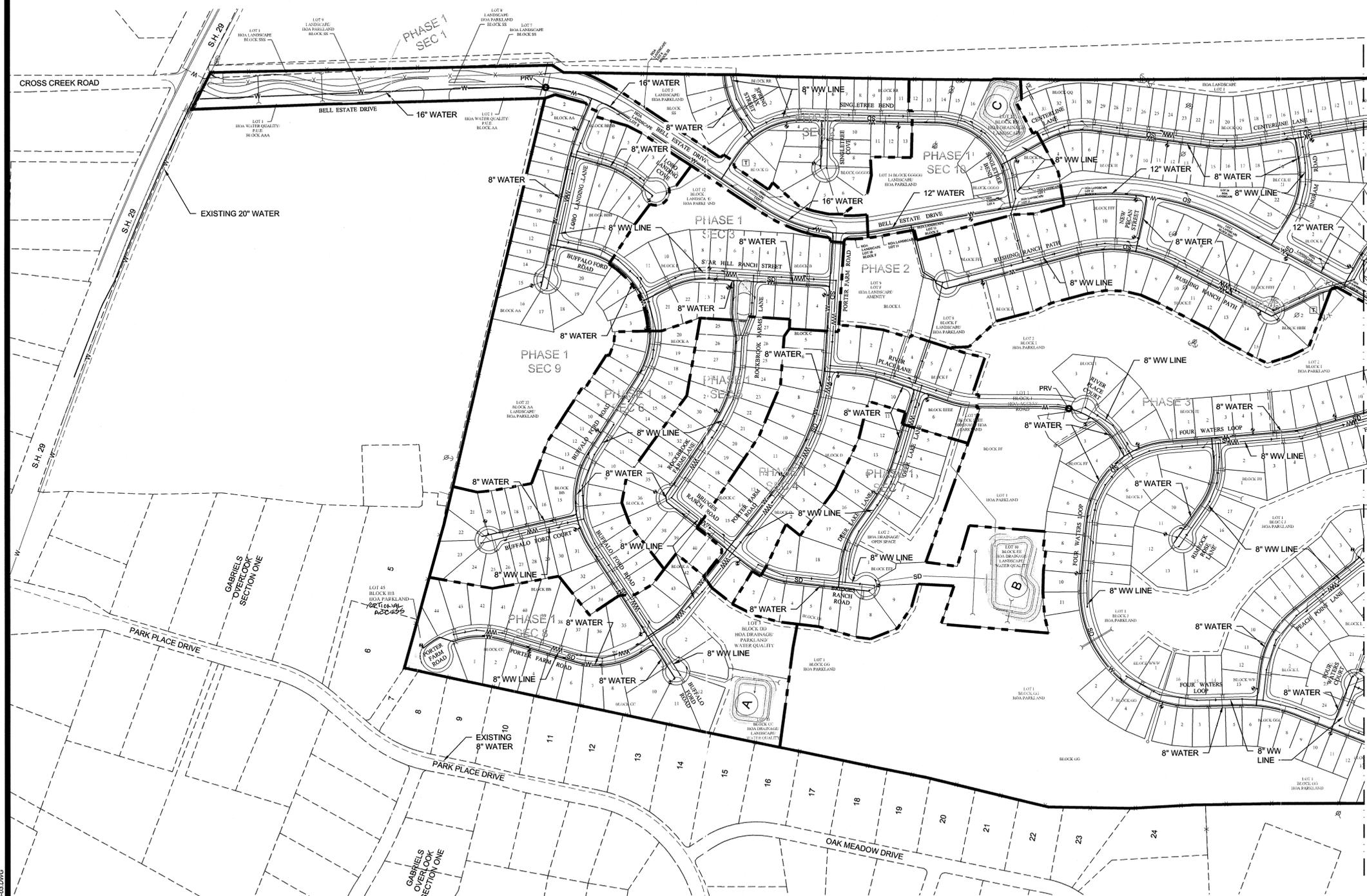
LEGEND

- CENTER LINE
- WATER LINE
- WASTEWATER LINE
- STORM DRAIN LINE
- WW MANHOLE
- SD MANHOLE
- CURB INLET
- SINGLE WATER SERVICE
- DOUBLE WATER SERVICE
- SINGLE WASTEWATER SERVICE
- DOUBLE WASTEWATER SERVICE
- ⊗ GATE VALVE
- ⊗ FIRE HYDRANT
- ⊗ EXISTING GATE VALVE
- ⊗ EXISTING FIRE HYDRANT
- PROPOSED BOUNDARY
- PROPOSED PHASING
- ⊙ (A) SAND FILTER DESIGNATION
- PRV PRESSURE REDUCING VALVE



PRELIMINARY PHASING PLAN

MATCHLINE SEE SHT 16 OF 24



- NOTES:**
1. WATER AND WASTEWATER LINES TO BE 8" UNLESS OTHERWISE NOTED.
 2. UTILITY ASSIGNMENTS WATER LINE 2' TO 5' BEHIND CURB WASTEWATER LINE 5' FROM ROW CENTERLINE WASTEWATER LINE WILL BE DESIGNED AS STRAIGHT LINES BETWEEN MANHOLES WHERE REQUIRED.
 3. ADDITIONAL INFORMATION IS PROVIDED IN THE "LIVELY DEVELOPMENT WATER MODEL AND FIRE FLOW ANALYSIS REVISION #1" REPORT, DATED JULY 29, 2015.

REVISIONS:

DATE: JUN 17, 2016 9:49AM USER ID: ACSTANEDA
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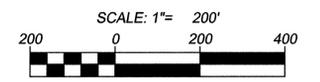
REVISIONS:
 1. 6-17-16

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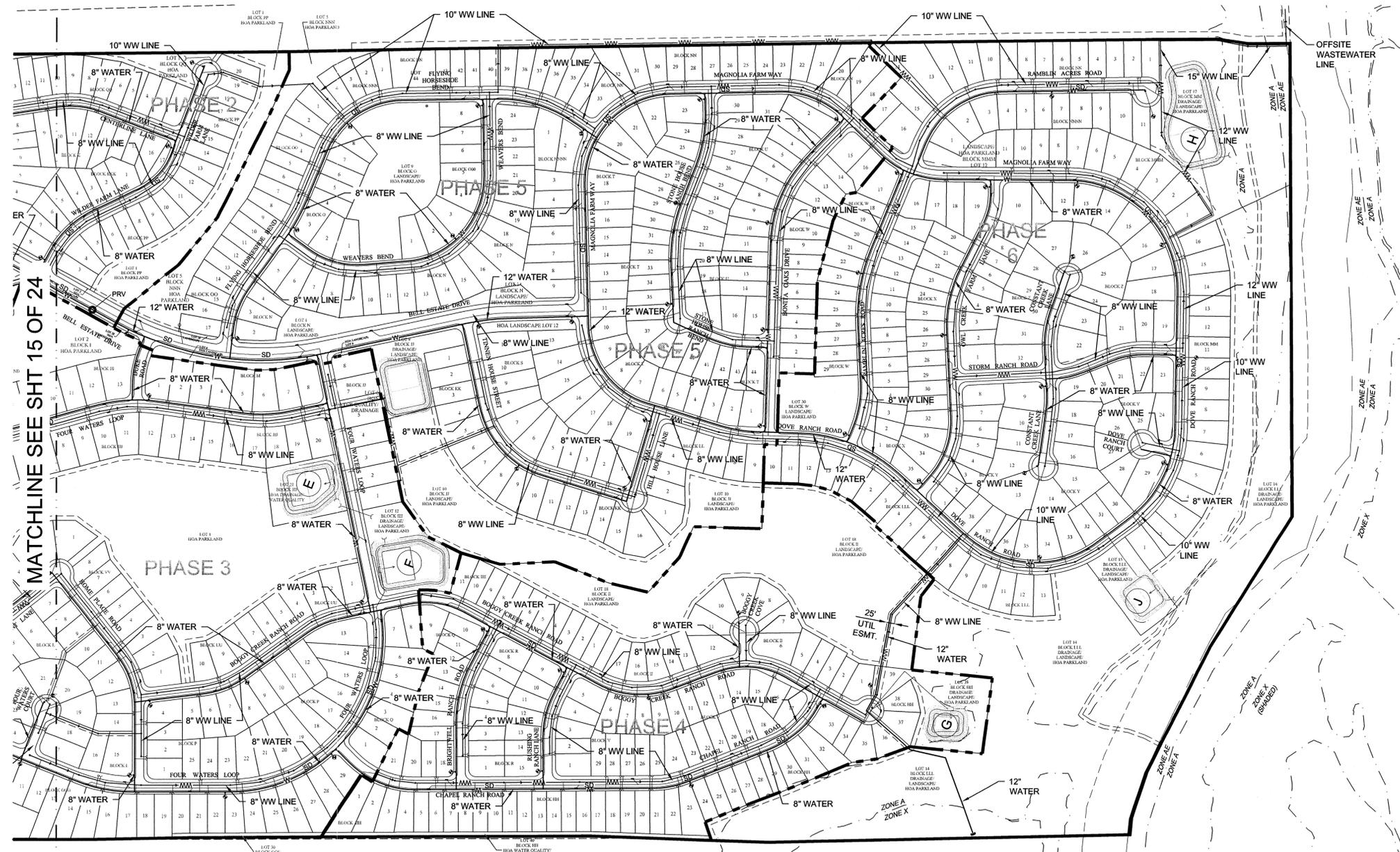
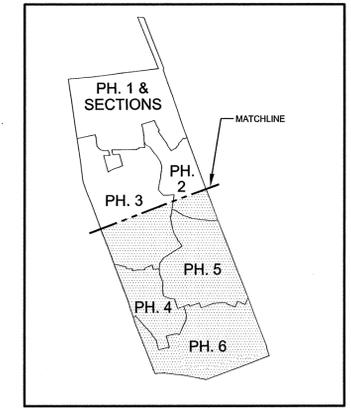
**LIVELY TRACT
 PRELIMINARY PLAT
 OVERALL UTILITY LAYOUT (SHT 1 OF 2)**

JOB NO.	50816-03
DATE	June 2016
DESIGNER	HJG
CHECKED	JG DRAWN HJG
SHEET	15 OF 24



LEGEND

---	CENTER LINE
---	WATER LINE
---	WASTEWATER LINE
---	STORM DRAIN LINE
○	WW MANHOLE
○	SD MANHOLE
○	CURB INLET
○	SINGLE WATER SERVICE
□	DOUBLE WATER SERVICE
○	SINGLE WASTEWATER SERVICE
□	DOUBLE WASTEWATER SERVICE
○	GATE VALVE
○	FIRE HYDRANT
○	EXISTING GATE VALVE
○	EXISTING FIRE HYDRANT
---	PROPOSED BOUNDARY
---	PROPOSED PHASING
○	SAND FILTER DESIGNATION
○	PRV



REVISIONS:

James A. Huffcut, Jr.
Professional Engineer
No. 55235
Civil Engineering
Texas

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SUITE 200 WEST | AUSTIN, TEXAS 78757 | FAX: 512.459.8867
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**LIVELY TRACT
PRELIMINARY PLAT**

OVERALL UTILITY LAYOUT (SHT 2 OF 2)

- NOTES:**
1. WATER AND WASTEWATER LINES TO BE 8" UNLESS OTHERWISE NOTED.
 2. UTILITY ASSIGNMENTS
WATER LINE 2' TO 5' BEHIND CURB
WASTEWATER LINE 5' FROM ROW CENTERLINE
 3. WASTEWATER LINE WILL BE DESIGNED AS STRAIGHT LINES BETWEEN MANHOLES WHERE REQUIRED.
 4. ADDITIONAL INFORMATION IS PROVIDED IN THE "LIVELY DEVELOPMENT WATER MODEL AND FIRE FLOW ANALYSIS REVISION #1" REPORT, DATED JULY 29, 2015.

JOB NO.	50816-03
DATE	May 2016
DESIGNER	HJG
CHECKED	JG
DRAWN	HJG
SHEET	16 OF 24



Lively Tract Tree List Summary

SURVEYED	TREES 8" - 18"		MITIGATION	Credit
	# of Trees	Total Inches		
1,408	15,759"	650	7,197"	682.5"
			15,759" / 2 =	
			7,879.5"	

LEGEND

TREE TO REMAIN

TREE TO BE REMOVED

NO.	REVISION	DATE	BY	REVISION	DATE



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LIVELY TRACT
LEANDER, TEXAS

TREE SURVEY
TREES -- SIZE 8" TO 18"

PLAT NO. 52816-04
 JOB NO. 52816-04
 DATE: JUNE 2016
 DESIGNER: MS
 CHECKED: [initials] DRAWN: GAD

SCALE: 1" = 100'
 0' 100' 200' 300'

SHEET 17 OF 24

Date: Jul 17, 2016, 10:09am User: JD_Gilson
 File: H:\projects\2016\16061\16061.dwg Phase 1\Support\Tree Survey\Tree Survey 8-16.dwg

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18.5" - 26" Trees to be Saved

Phase	Section	Tree Number	Diameter	Code w/Size
1	1	2505	19	POAK19
1	1	2513	21	POAK21
1	1	2538	21	POAK21M
1	1	2541	22	POAK22
1	1	2542	24	POAK24
1	1	2566	26	POAK26M
1	1	2567	24	LOAK24
1	2	1032	20	LOAK12M
1	3	1007	26	LOAK26
1	3	1280	18.5	LOAK18.5M
1	4	2921	26	LOAK26
1	4	2926	19	LOAK19
1	5	1242	20.5	LOAK20.5M
1	5	1257	23	LOAK23
1	6	1021	21	LOAK21
1	6	1014	19	LOAK19
1	6	1223	26	LOAK24.5M
1	6	1246	25	POAK25
1	7	536	23	LOAK23
1	7	663	22.5	LOAK22.5M
1	8	613	21	POAK21
1	8	614	19	CELM19M
1	8	623	24.5	POAK24.5M
1	8	624	24.5	LOAK24.5M
1	8	647	19	POAK19
1	8	648	25	LOAK25M
1	8	1020	20	POAK20
1	9	1001	24	LOAK24
1	9	1009	20	POAK20
1	10	1430	22	LOAK22
1	10	1438	22.5	LOAK22.5M
2	3	831	21	LOAK21M
2	3	839	25.5	LOAK25.5M
2	3	852	19	LOAK19M
2	3	1486	18.5	LOAK18.5M
2	3	2025	21.5	LOAK21.5M
2	3	2072	19	LOAK19
2	3	2073	25	LOAK25
2	3	2081	21	LOAK21M
2	3	2094	19.5	LOAK19.5M
2	3	2108	22	LOAK22
2	3	2110	25	LOAK25
2	3	2151	22.5	LOAK22.5M
2	3	2152	23	LOAK23M
2	3	2161	21	POAK21
2	3	2190	19	LOAK19
2	3	2163	20.5	LOAK20.5M
2	3	2599	22	LOAK22M
2	3	2606	21	LOAK21M
2	3	2607	22.5	LOAK22.5M
2	3	2644	19	LOAK19
2	3	2647	22	LOAK22
2	3	2654	22	LOAK22M
2	3	2671	18.5	LOAK18.5M
2	3	2674	21	LOAK21M
2	3	2684	22.5	LOAK22.5M

Surveyed outside Boundary

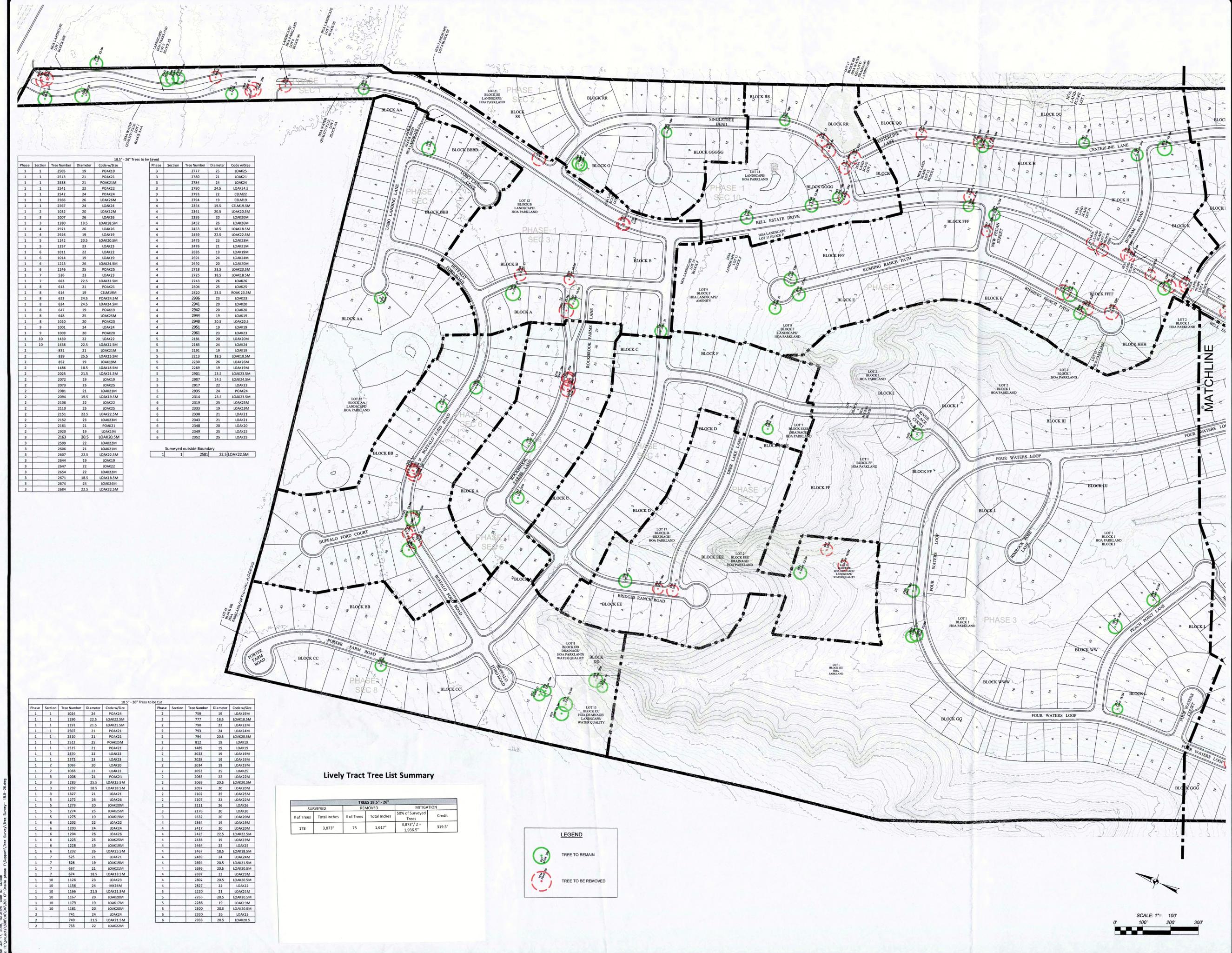
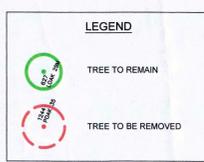
Phase	Section	Tree Number	Diameter	Code w/Size
1	1	2581	22.5	LOAK22.5M

18.5" - 26" Trees to be Cut

Phase	Section	Tree Number	Diameter	Code w/Size
1	1	1024	24	POAK24
1	1	1190	22.5	LOAK22.5M
1	1	1191	21.5	LOAK21.5M
1	1	2507	21	POAK21
1	1	2510	21	POAK21
1	1	2512	25	POAK25M
1	1	2515	21	POAK21
1	1	2570	22	LOAK22
1	1	2572	23	LOAK23
1	2	1065	20	LOAK20
1	2	1068	22	LOAK22
1	3	1008	21	POAK21
1	3	1283	25.5	LOAK25.5M
1	3	1292	18.5	LOAK18.5M
1	3	1327	21	LOAK21
1	5	1272	26	LOAK26
1	5	1279	20	LOAK20M
1	5	1274	25	LOAK25M
1	5	1275	19	LOAK19M
1	5	1202	22	LOAK22
1	6	1209	24	LOAK24
1	6	1204	26	LOAK26
1	6	1225	25	LOAK25M
1	6	1228	19	LOAK19M
1	6	1232	26	LOAK25.5M
1	7	525	21	LOAK21
1	7	528	19	LOAK19M
1	7	667	21	LOAK21M
1	7	674	18.5	LOAK18.5M
1	10	1126	23	LOAK23
1	10	1156	24	MK24M
1	10	1166	21.5	LOAK21.5M
1	10	1167	20	LOAK20M
1	10	1179	19	LOAK19M
1	10	1181	20	LOAK20M
2	2	741	24	LOAK24
2	2	749	21.5	LOAK21.5M
2	2	755	22	LOAK22M

Lively Tract Tree List Summary

TREES 18.5" - 26"					
SURVEYED		REMOVED		MITIGATION	
# of Trees	Total Inches	# of Trees	Total Inches	50% of Surveyed Trees	Credit
178	3,873"	75	1,617"	3,873" / 2 = 1,936.5"	\$195.5"



DATE: _____ NO. REVISION: _____

NO. REVISION: _____ DATE: _____

PAPE DAWSON ENGINEERS

18.5" - 26" TREE SURVEY

LIVELY TRACT, LEANDER, TEXAS

TREES -- SIZE 18.5" TO 26"

PLAT NO. _____ JOB NO. 58816-04 DATE: JUNE, 2016 DESIGNER: MS CHECKED: [Signature] DRAWN: GAD SHEET 20 OF 24



NO.	REVISION	DATE	BY	REVISION	DATE



PAPE-DAWSON ENGINEERS
 10000 WESTWIND DRIVE, SUITE 200, DALLAS, TEXAS 75241
 (214) 343-1100
 www.pape-dawson.com

LIVELY TRACT
 LEANDER, TEXAS
 TREE SURVEY
 TREES -- SIZE 26.5" AND ABOVE

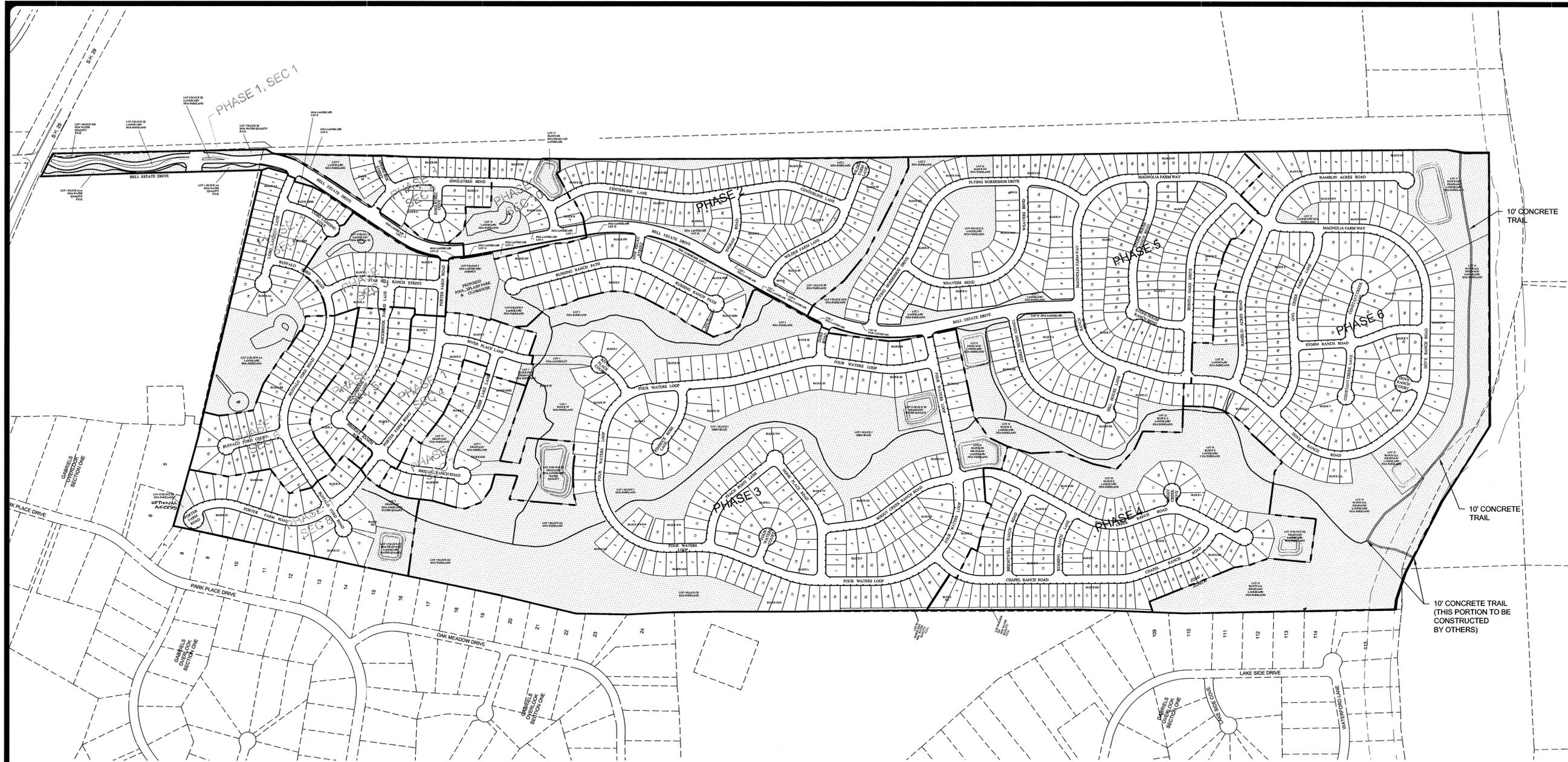
PLAT NO. _____
 JOB NO. 50816-04
 DATE MAY 2016
 DESIGNER MS
 CHECKED T.D. DRAWN GAD
 SHEET 23 OF 24

LEGEND

- TREE TO REMAIN
- TREE TO BE REMOVED

SCALE: 1" = 100'
 0' 100' 200' 300'

Date: May 25, 2016, 9:58am User: JD, CDillon
 File: H:\Projects\2016\US\TX\23\Tree Survey\Tree Survey_26.5.dwg
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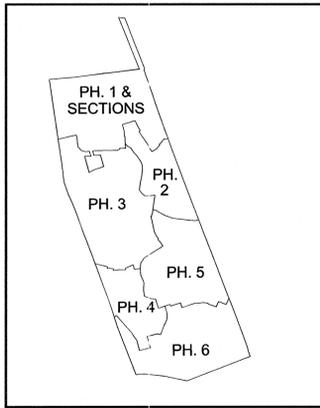


10' CONCRETE TRAIL
 10' CONCRETE TRAIL
 10' CONCRETE TRAIL (THIS PORTION TO BE CONSTRUCTED BY OTHERS)

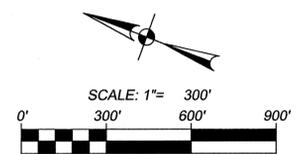
LIVELY TRACT PARKLAND DEDICATION REQUIREMENTS

PHASE	RESIDENTIAL LOTS	OPEN AREA LOTS	PARKLAND REQUIRED	PARKLAND PROPOSED	FLOODPLAIN ACRES	ACRES CREDITED	REC. IMP. FEE REQUIRED	PROPOSED IMPROVEMENTS
PH 1 SECTION 1	0	10	0	2.98	0	2.98	\$0	TRAIL
PH 1 SECTION 2	30	2	1.05	1.28	0	0.23	\$12,000	TRAIL
PH 1 SECTION 3	19	1	0.67	1.80	0	1.13	\$7,600	TRAIL
PH 1 SECTION 4	30	1	1.05	0.19	0	(-0.86)	\$12,000	TRAIL
PH 1 SECTION 5	29	0	1.02	--	0	(-1.02)	\$11,600	TRAIL
PH 1 SECTION 6	50	0	1.75	--	0	(-1.75)	\$20,000	TRAIL
PH 1 SECTION 7	22	3	0.77	4.74	0	3.97	\$8,800	TRAIL
PH 1 SECTION 8	27	3	0.95	3.41	0	2.46	\$10,800	TRAIL
PH 1 SECTION 9	39	1	1.37	5.31	0	3.94	\$15,600	TRAIL
PH 1 SECTION 10	10	5	0.35	3.37	0	3.02	\$4,000	TRAIL
PH 2	129	12	4.52	8.78	0	4.26	\$51,600	POOL, SPLASH PARK, CLUBHOUSE
PH 3	205	9	7.18	50.02	0	42.84	\$82,000	TRAIL
PH 4	123	3	4.31	11.01	0	6.70	\$49,200	TRAIL
PH 5	228	12	7.98	13.58	0	5.60	\$91,200	TRAIL
PH 6	189	7	6.55	33.63	20.36	16.90	\$75,600	TRAIL
TOTALS:	1130	69	39.52	140.1	20.36	90.40	\$452,000	

* THE PROPOSED DEVELOPMENT IS 90.40 ACRES ABOVE (SURPLUS) MEETING THE PARKLAND DEDICATION ORDINANCE REQUIREMENT; THEREFORE NO PAYMENT IN-LIEU OF LAND DEDICATION IS REQUIRED.
 ** FISCAL SURETIES IN THE AMOUNT SHOWN MUST BE PROVIDED FOR EACH PHASE LAND DEDICATION REQUIREMENT IS NOT MET.
 *** FISCAL SURETIES IN THE AMOUNTS SHOWN MUST BE PAID FOR IN PHASE 1, WHEN THE IMPROVEMENTS PROPOSED IN THE AMENITY PARK IN PHASE 2 ARE COMPLETED AND ACCEPTED BY THE CITY THE REQUIREMENT FOR RECREATIONAL IMPROVEMENT FEES FOR THE REMAINING PHASES OF THE DEVELOPMENT WILL HAVE BEEN MET AND SURETIES POSTED FOR PHASE 1 MAY BE RELEASED.



PRELIMINARY PHASING PLAN



- LEGEND**
- PROPOSED BOUNDARY
 - - - PROPOSED PHASING
 - 4' SIDEWALK
 - ~ 4' TRAILS
 - 10' CONCRETE TRAIL
 - PARKLAND

LIVELY TRACT
 PRELIMINARY PLAT
 PARKLAND PLAN

JOB NO. 50816-03
 DATE June 2016
 DESIGNER HJG
 CHECKED JG DRAWN HJG
 SHEET 24 OF 24



PAPE-DAWSON ENGINEERS
 7800 SHOAL CREEK BLVD | SUITE 220 WEST
 AUSTIN, TEXAS 78757
 PHONE: 512.458.8711
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 TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470

DATE: Jun 17, 2016, 9:45AM, USER ID: ACASSTANEDA
 FILE: H:\PROJECTS\50816\603\212 PRELIMINARY PLAT\DWG\PA50816-03.DWG

Regular Agenda

7. **Subdivision Case 15-PP-008**: Consider action on the Lively Tract Preliminary Plat for 437.04 acres more or less; WCAD Parcels R524355, R022713, R021695, R090423, and R022553; generally located to the east of the Gabriel's Overlook Subdivision and south of W SH 29; Williamson County, Texas. Applicant/Agent: James Huffcut Jr. on behalf of Sentinel Land Company, LLC.

a) Staff Presentation

Martin Siwek, Planner, discussed the proposed preliminary plat and the heritage tree removal request.

b) Applicant Presentation

James Huffcut Jr. explained the Preliminary Plat and the tree survey.

c) Open Public Hearing

Chair Sokol opened the public hearing

Penny Merian expressed opposition to access to the Lively subdivision through the Gabriel's Overlook Subdivision

d) Close Public Hearing

Chair Sokol closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Hines moved to approve the preliminary plat and the removal of 10 heritage trees, Commissioner Allen seconded the motion. Motion passed 5 to 1 with Commissioner Cotten opposing.

Commissioner Cotten opposed the request because he did not support the proposed access to the subdivision.

Public Hearing

- 8) Zoning Case 16-TOD-Z-016: Hold a public hearing and consider action on the rezoning of several lots located at 216 N Gabriel; 0.75 acres more or less; WCAD Parcels R036061, R544793, and R544794. Currently, the property is zoned PUD/TOD (Planned Unit Development/Transit Oriented Development) with the T4 Transect Zone. The applicant is proposing to change the transect zone to T5; Leander, Williamson County, Texas. Applicant: Michael & Jamie Nelson

a) Staff Presentation

Martin Siwek, Planner, discussed the proposed zoning request.

b) Applicant Presentation

Michael Nelson explained the purpose for their zoning request.

c) Open Public Hearing

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

d) Close Public Hearing

Chair Sokol closed the public hearing.



Executive Summary

August 04, 2016

Agenda Subject: Development Agreement Case 16-DA-005: Discussion and possible action to approve a development agreement between the City of Leander and SSA Investments for the property generally located to the northwest of the intersection of Hero Way and Ronald W. Reagan Blvd; City of Leander, Williamson County, Texas.

Background: The Development Agreement includes the following key provisions:

- provides for the oversizing of the waterline located in the Hero Way ROW

Origination: Applicant: SSA Investments (Moiz Maknojia)

Financial Consideration: None.

Recommendation: Staff recommends approval of the development agreement.

Attachments:

1. Development Agreement & Exhibits
2. Location Map

Prepared By: Tom Yantis, AICP
Assistant City Manager

07/29//2016

COST PARTICIPATION AGREEMENT FOR PUBLIC IMPROVEMENTS

This Cost Participation Agreement for Public Improvements (the “**Agreement**”) is made, entered into and effective as of _____ (the “**Effective Date**”) by the City of Leander, a Texas home-rule city (the “**City**”), and SSA Investments., a Texas corporation (the “**Developer**”). The City and the Developer are herein referred to together as the “**Parties**”.

Recitals

Whereas, the Developer is constructing public improvements in connection with the development of Hero Way Gas Station located on that certain tract of land described in attached hereto and incorporated herein for all purposes (the “**Property**”) that will be dedicated Exhibit A to the City for ownership, maintenance and operation after completion of the public improvements in accordance with the City’s regulations (the “**Public Improvements**”);

Whereas, the City desires to contract with the Developer to oversize a waterline as provided in this Agreement; and

Whereas, this contract is made pursuant to Subchapter C, Texas Local Government Code;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

Article I. Recitals; Consideration

1.01. Recitals. The foregoing recitals are incorporated herein and made a part of this Addendum for all purposes.

1.02. Consideration. The benefits to the Parties, being the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Article II. Water Line Project

2.01. Water Line Project 2012-10. The water line project consists of the construction, installation, and extension of approximately 814 linear feet of water line, oversized from eight inches (8”) to twelve inches (12”) in diameter, along the north side of Hero Way and west side of Ronald Reagan Boulevard from the southeast corner of Kittie Hill Acres Lot 13B to the north and west property lines of Kittie Hill Acres Lot 13A, along the route approved by the City and generally shown in Exhibit B (the “**Project**”). The Water Line Project includes a bored waterline crossing under Ronald Reagan Boulevard, with the waterline oversized from eight inches (8”) to sixteen inches (16”), the bore being oversized from a 20” encasement to a 30” encasement; the Water Line Project also includes the water line, bore, encasement, and those facilities and equipment required for the water line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards,

the approved construction plans, and good design and engineering practices.

2.02. Timely Completion. The Developer shall complete and obtain City acceptance of the Project on or before two (2) years from the Effective Date. No final plat of land out of the Property will be recorded until the associated segment of the Project required to be completed to provide water and wastewater service to the land within the final plat is completed by the Developer or the Developer posts with the City fiscal surety that complies with the City's subdivision regulations to guarantee completion of the Project. The Project shall be designed and constructed in accordance with the approved construction plans, this Agreement, applicable local, state, and federal regulations, and good design and engineering practices.

Article III. Project Engineer; Contract for the Project

3.01. Bidding the Project. The City shall participate in the cost of constructing the Project under Subchapter C, Chapter 212, Texas Local Government Code, and as provided in Agreement. Developer shall enter into a contract for construction of the Public Improvements, which shall include the Project. Prior to entering such contract, the Developer shall solicit private bids for the Public Improvements based on the City Engineer approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to the City. Prior to bidding the Project, the Developer shall provide the City Engineer with a copy of the documents soliciting bids. The City Engineer will review the description of the Project and requirement to submit alternate bids for compliance with this Agreement. The Developer shall make any changes to the bid documents required by the City Engineer. The Project private bids will be stated or quoted with alternate bids as follows:

- (a) The Project will be solicited for bids with an alternate bid being required for an eight inch (8") water line and bore under Ronald Reagan Boulevard in a 20" encasement ("**Alternate #1**") and a twelve inch (12") water line and a bore under Ronald Reagan with 16" waterline in a 30" encasement ("**Alternate #2**"), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line Project.
- (b) The responsive bids must clearly demonstrate the amount bid for the Public Improvements that will be conveyed to the City upon completion and the Alternate Bids described in Section 3.01(a).

3.02. City Review of Bids. The City Engineer shall evaluate the alternate bids to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations will be appropriately corrected or rejected by the City. Within ten (10) business days of the City's receipt of the bids, the City Engineer will notify Developer of his/her decision on whether to recommend to the City Council approval or rejection of the bids and whether the City elects to proceed with the oversizing of the Project. If the City Engineer recommends approval of the bid, then the approval of the bid will be placed on the next available City Council agenda for action, not to exceed sixty (60) business days.

Cost Participation Agreement – SSA Investments – 7/28/16

days from the date the City received the bids.

3.03. Payment and Performance Bonds Required. The Developer shall execute payment and performance bonds to ensure completion of the Project and payment of subcontractors. The bonds shall be for the full cost of constructing the Project as reflected in the bids approved by the City, shall be in a form acceptable to the City, and shall comply with Chapter 2253, Texas Government Code. The Developer shall provide original, sealed, and complete copies of the executed bonds prior to the commencement of work. Copies of the bonds shall be incorporated herein by reference as a part of this Agreement. The bonds shall comply with and be governed by the City's ordinances that govern fiscal security for subdivision improvements.

3.04. Contracting for Project. After the City Council's approval Developer will contract for the construction of the Project. The City will pay for the Reimbursable Costs by rebating Water Impact Fees as provided in Article VI below that are paid by: (a) Developer and third parties for retail water service to lots and tracts within the Property; and (b) by third parties that obtain City water utility service for other land and developments by utilizing the Project. The aggregate total of such rebates shall be up to but shall not exceed the Reimbursable Costs for the Project; provided that if the City elects in its sole discretion to make one or more lump sum payments to the Developer for Reimbursable Costs of the Project, the aggregate total of such rebates plus said lump sum payment(s) from the City shall not exceed the Reimbursable Costs for the Project.

Article IV. Cost of the Project; Reimbursable Costs

4.01. Project Facilities Costs and Expenses. Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and, construction of the Project and shall be entitled to rebates, as provided in Article VI below, of up to one hundred percent (100%) of the Reimbursable Costs (defined in Section 4.02 below) from the City, based on the oversizing of the Project, as provided in Section 2.01 above, subject to the provisions and limitations set forth in this Agreement. The Developer shall not receive any rebate or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property; except that that Developer shall be eligible to receive water impact fee rebates up to the amount of the Reimbursable Costs for the portion of the Project that is being oversized as provided in this Agreement.

4.02. Reimbursable Costs. The "Reimbursable Costs" for the Project shall be the difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2 approved by the City Council; provided that all such sums and amounts shall have been paid by Developer and are reasonable, necessary and documented to and approved by the City Engineer.

Article V. Additional Agreements and Performance

5.01. The City hereby agrees:

- (a) to coordinate with the Project Engineer on specific design requirements and specifications; and to review, and to approve and sign the plans and specifications for the Project in a timely manner, as appropriate;
- (b) to review and approve the plans, specifications and bids for construction of the Project as obtained for and on behalf of the City by Engineer and Developer, as appropriate;
- (c) during the course of the Project, to perform all inspections of the Project in a timely manner; and to approve the Project in a timely manner if constructed in accordance with the City approved plans and specifications;
- (d) after completion and final acceptance by the City of the Project as constructed, to accept the Project as part of the City's water utility system.

5.02. Developer hereby agrees:

- (a) to contract with the Project Engineer for the design, preparation of the plans and specifications, and the provision of the services anticipated to be performed by the Project Engineer for the Project pursuant to and in compliance with Article III;
- (b) to review and approve the plans and specifications for the Project (including the estimated cost of the Project), identify any design errors, defects or insufficiencies, and to advise the City Engineer as to any perceived error, defect or insufficiency prior to approving any such plans and specifications;
- (c) to work and coordinate with the City, and to assure the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, prior to the execution of any contract for construction;
- (d) to enter into a contract with an appropriate contractor approved by the City pursuant to competitive bids approved by the City and Developer for construction of the Utility Project;
- (e) that any construction or development within the Property shall comply with the City's standards, rules, regulations and ordinances, or better;
- (f) for itself and its grantees, successors and assigns, to pay the water and wastewater capital recovery/impact fees the City establishes by ordinance for each lot, tract, parcel or building site on the Property prior to utility service being provided to such lot, tract, parcel or building site, unless the City has elected instead to credit some or all of the amount of the unreimbursed Reimbursable Costs, as herein defined, against the amount of such fees that would otherwise be owed to the City, in which event Developer, its grantees, successors and assigns shall pay the amount of such fees not credited;
- (g) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City, as amended from time to time, for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application fees, building permit fees, water and wastewater tap and use fees and capital recovery/impact fees (subject to the other terms of this Agreement), except as otherwise provided by this Agreement; and
- (h) to pay to the City all legal fees incurred by the City in negotiating and drafting of this Agreement.

Article VI. Collection and Payment of Impact Fees

6.01. Payment of Impact Fees. Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided water service or wastewater service by the City shall be required to pay the City's water impact fee (the "**Water Impact Fee**" or "**Impact Fee**"), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, from time to time, and that is in effect when the fee is paid. The Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract or parcel of land.

6.02. Impact Fee Rebate. Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement Developer shall receive a rebate of sixty percent (60%) of the Water Impact Fees paid to the City for connections to the City water utility system within: (i) the Property; and (ii) within land or developments that connect to the Water Line Project by a direct connection or by a water line that is not listed and included in the City Capital Improvements Plan and ordinance that establishes the Water Impact Fees (the "**Water Impact Fee Rebates**"). The Water Impact Fee Rebates will terminate upon the Developer receiving Water Impact Fee Rebates, or a combination of Water Impact Fee Rebates and one or more payments from the City, equal to the Reimbursable Costs for the Water Line Project. The City may at any time, in its sole discretion, pay the Developer all or a portion of the Reimbursable Costs for the Water Line Project from any source of funds available to the City in one or more lump sum payments.

6.03. Escrow Account. Commencing on the Effective Date and continuing until the Water Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the "**Water Escrow Account**"). The City will deposit into the Water Escrow Account sixty percent (60%) of the Water Impact Fees paid to and received by the City for connections listed in this Article. The Water Escrow Account will be held by the City and the Water Impact Fee Rebates paid out to Developer as provided in this Agreement. Payments of Water Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Water Line Project.

6.04. Payment of Rebates. Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 30th day of each April, July, October and January following the date the City receives the Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Water Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have been paid Water Impact Fees, or a combination of Water Impact Fee Rebates and one or more payments from the City, in an Cost Participation Agreement – SSA Investments – 7/28/16

amount equal to the Reimbursable Costs of the Water Line Project.

DRAFT

Article VII. Miscellaneous Provisions

7.01. Assignment of Commitments and Obligations. Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

7.02. Term; Termination.

- (a) This Agreement shall terminate at such time that the City pays the Developer the Reimbursable Costs for the Project; provided that if the City elects not to proceed with oversizing the water line, the City may terminate this Agreement, which terminate shall be effective on the thirtieth day after the City sends the Developer written notice of the City's intent to terminate the Agreement under this subsection 7.02(a).
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer fails to comply with this Agreement or fails to meet any deadlines imposed by this Agreement or the City's ordinances subject to the notice and cure provisions in Section 7.03.

7.03. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance, mandamus, injunction, or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

7.04. 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.

7.05. Attorneys Fees. A party shall not be liable to the other party for attorneys' fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards..

7.06. 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
Cost Participation Agreement – SSA Investments – 7/28/16

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.

7.07. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; 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.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

7.08. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

Knight & Partners
Paige H. Saenz
223 West Anderson Lane, #A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

SSA Investments, Inc.
Attn Moiz Maknojia
15450 FM 1325, Apt 1331
Austin, Texas 78728

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

7.09. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement to the extent such are allowed under Texas law, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

7.10. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

7.11. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

7.12. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, Cost Participation Agreement – SSA Investments – 7/28/16

to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

7.13. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

7.14. Binding Obligations; Recordation. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

7.15. Texas Law Governs. This 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.

7.16. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

EXECUTED in multiple originals this the ____ day of _____, 20_____.

[Signature Pages Follow]

CITY:
City of Leander, Texas
a Texas home-rule municipal corporation

Attest:

By: _____
Name: Debbie Haile
Title: City Secretary

By: _____
Name: Christopher Fielder
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 2016, by Christopher Fielder, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:
SSA Investments, Inc., a Texas corporation

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2016, by _____, _____ of SSA Investments, Inc., a Texas corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DRAFT

EXHIBIT “A”

The Property

DRAFT

EXHIBIT ‘B’

The Project

DRAFT



SCALE 1"=30'

GENERAL LEGEND

- PROPERTY LINE
- LIMITS OF CONSTRUCTION
- - - SILT FENCE
- - - SILT FENCE & LOC
- PUE PUBLIC UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- EE ELECTRICAL EASEMENT
- SSE SANITARY SEWER EASEMENT
- WSEL WATER SURFACE ELEVATION
- CMP CORRUGATED METAL PIPE
- - - ELEV. --- EXISTING CONTOURS
- - - ELEV. --- PROPOSED GRADING CONTOURS

UTILITY LEGEND

- FIRE HYDRANT
- GATE VALVE
- PLUG OR CAP
- STORM SEWER MANHOLE
- WASTEWATER MANHOLE
- WW CLEAN-OUT
- WATER LINE
- WASTEWATER LINE
- STORM SEWER LINE
- FLOW INDICATOR (SHOWN TO RIGHT)
- PROPOSED SERVICE TAP
- WATER METER
- IRRIGATION METER
- STORM SEWER INLET
- WATER SERVICE (SINGLE)
- WATER SERVICE (DOUBLE)
- UTILITY POLE
- LIGHT POLE
- OVERHEAD ELECTRIC
- WIRE FENCE

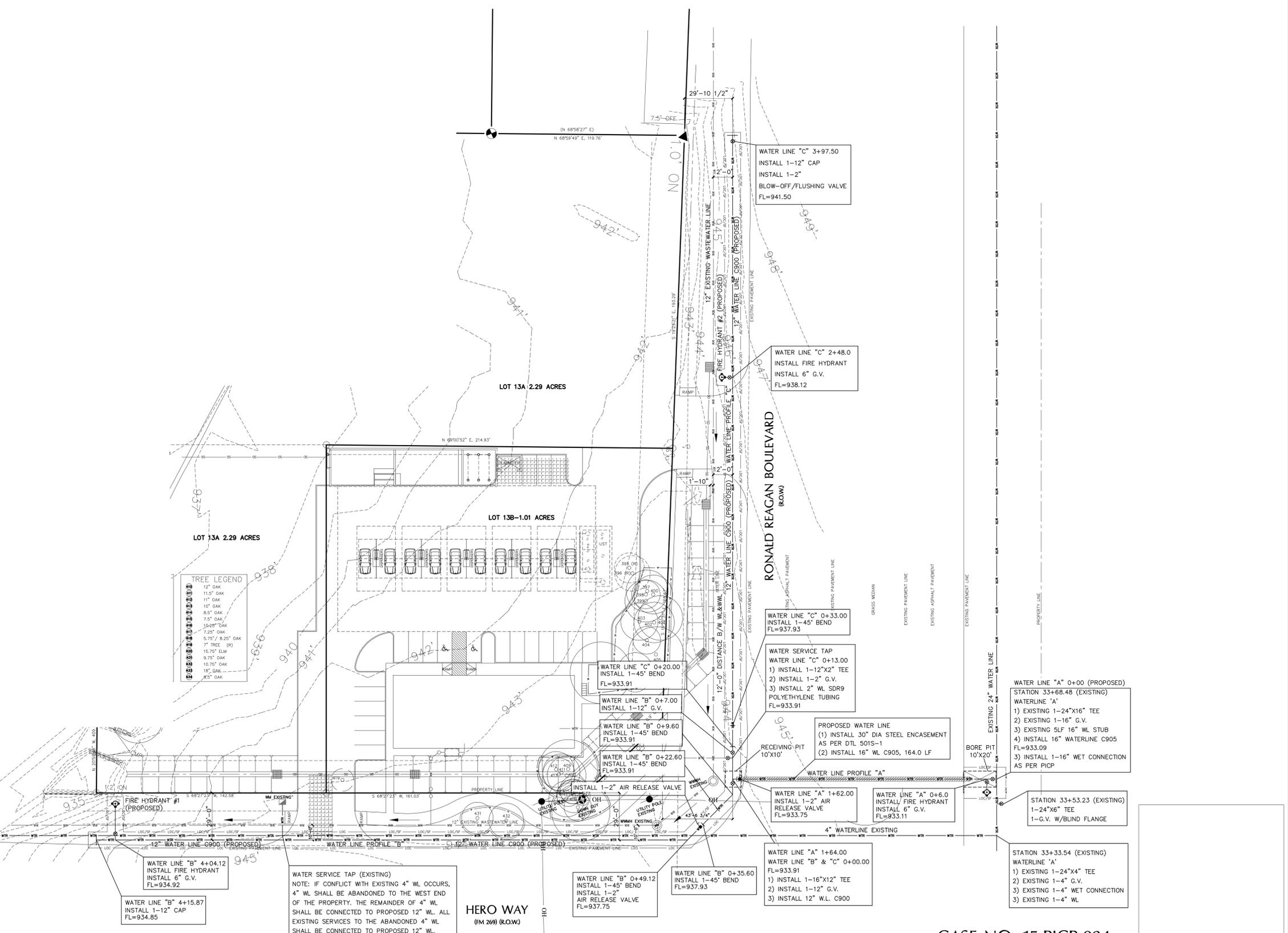
EROSION CONTROL LEGEND

- TREE (EXISTING)
- TREE (TO BE REMOVED) (R)
- TREE PROTECTION

SERVICE PROVIDER:
 1) WATER CITY OF LEANDER
 2) WASTEWATER CITY OF LEANDER

TREE LEGEND

	12" OAK
	11.5" OAK
	11" OAK
	10.5" OAK
	10" OAK
	9.5" OAK
	9" OAK
	8.5" OAK
	8" OAK
	7.5" OAK
	7" OAK
	6.5" OAK
	6" OAK
	5.5" OAK
	5" OAK
	4.5" OAK
	4" OAK
	3.5" OAK
	3" OAK
	2.5" OAK
	2" OAK
	1.5" OAK
	1" OAK
	7" TREE (R)
	15.75" ELM
	9.75" OAK
	10.75" OAK
	16" OAK
	8" OAK



HERO WAY
(FM 269) (R.O.W.)

CASE NO: 15-PICP-024

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MIRZA TAHR BAG, P.E., #82577 ON 08/13/2016
 FIRM REGISTRATION F-4951

DATE: 06/17/16
 ISSUED FOR APPROVAL

DATE: 12/20/15
 ISSUED FOR APPROVAL

DATE: 12/23/15
 ISSUED FOR APPROVAL

DATE: 12/12/15
 ISSUED FOR APPROVAL

DATE: 11/03/15
 ISSUED FOR APPROVAL

DATE: 09/16/15
 ISSUED FOR APPROVAL

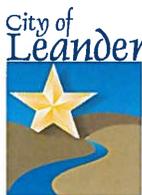
PROFESSIONAL STRUCTURAL ENGINEERS, INC.
 CONSULTING CIVIL AND STRUCTURAL ENGINEERS
 12710 RESEARCH BLVD., SUITE 900, AUSTIN, TX 78759 TEL: 512.238.6422 FAX: 512.258.8085

PUBLIC IMPROVEMENT CONSTRUCTION PLAN
 HERO WAY GAS STATION
 17601 RONALD W. REAGAN BLVD.
 LEANDER, TEXAS 78641

UTILITY SITE PLAN

PROJECT: 29909

SHEET: 3 OF 14



Executive Summary

August 4, 2016

Council Agenda Subject: Consider Approval of Construction Activities between 9:00 p.m. and 7:00 a.m. for AT&T for the Old 2243 Roadway Improvements Project on Tuesdays and Thursdays during August and September of 2016

Background:

AT&T is requesting City Council approval to work at night with in the hours of 9:00 p.m. to 7:00 a.m. on the Old 2243 Roadway Improvements Project on Tuesdays and Thursdays during the months of August and September of 2016. Tuesday, August 2, 2016, is excluded from this request, but Thursday, August 4, 2016, is included in the request. The purpose of this night work is to disconnect existing overhead and underground AT&T communication lines and connect to the new underground facilities during overnight hours of lower customer demand, which will allow deactivation and removal existing overhead and underground communication lines that are in conflict with the Old 2243 Roadway Improvements Project.

AT&T will communicate with the properties neighboring the construction site and take all reasonable precautions to reduce late night disturbances. The City will also post a notice on its website regarding the dates and times of the nighttime operation.

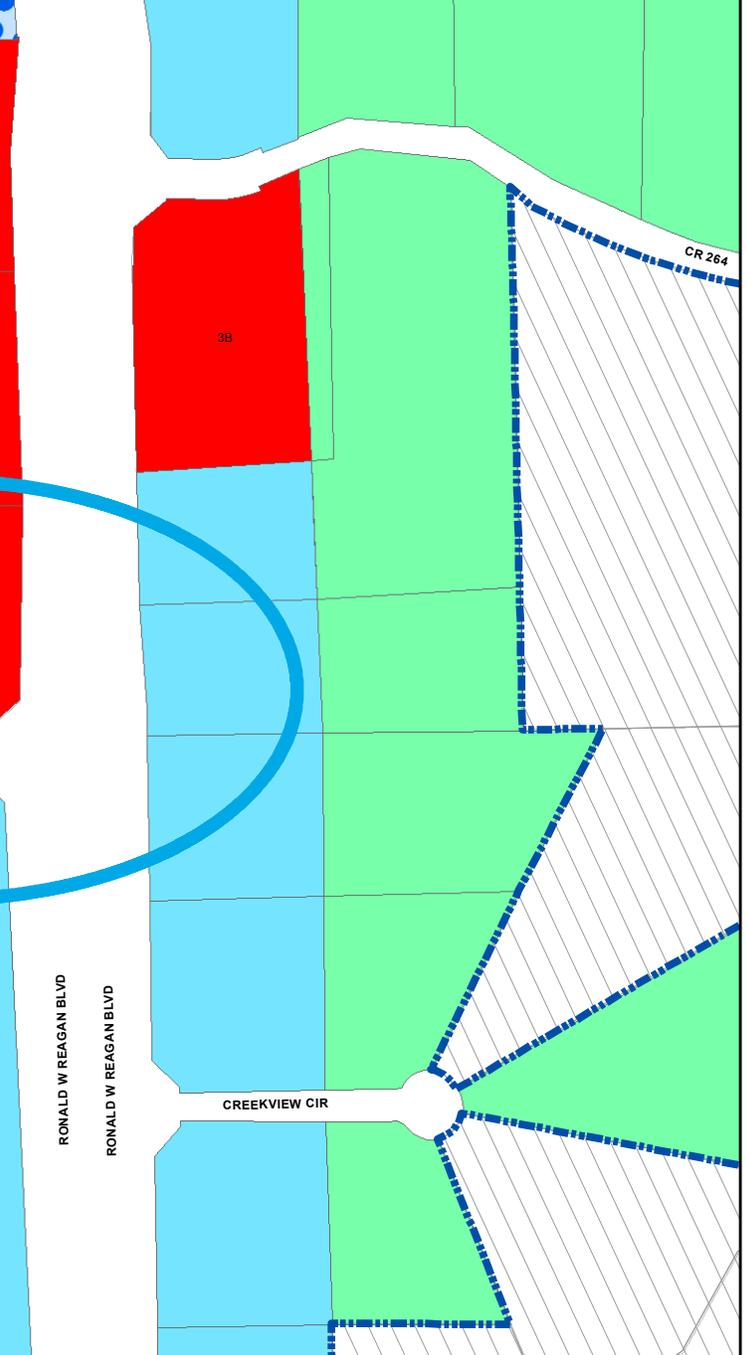
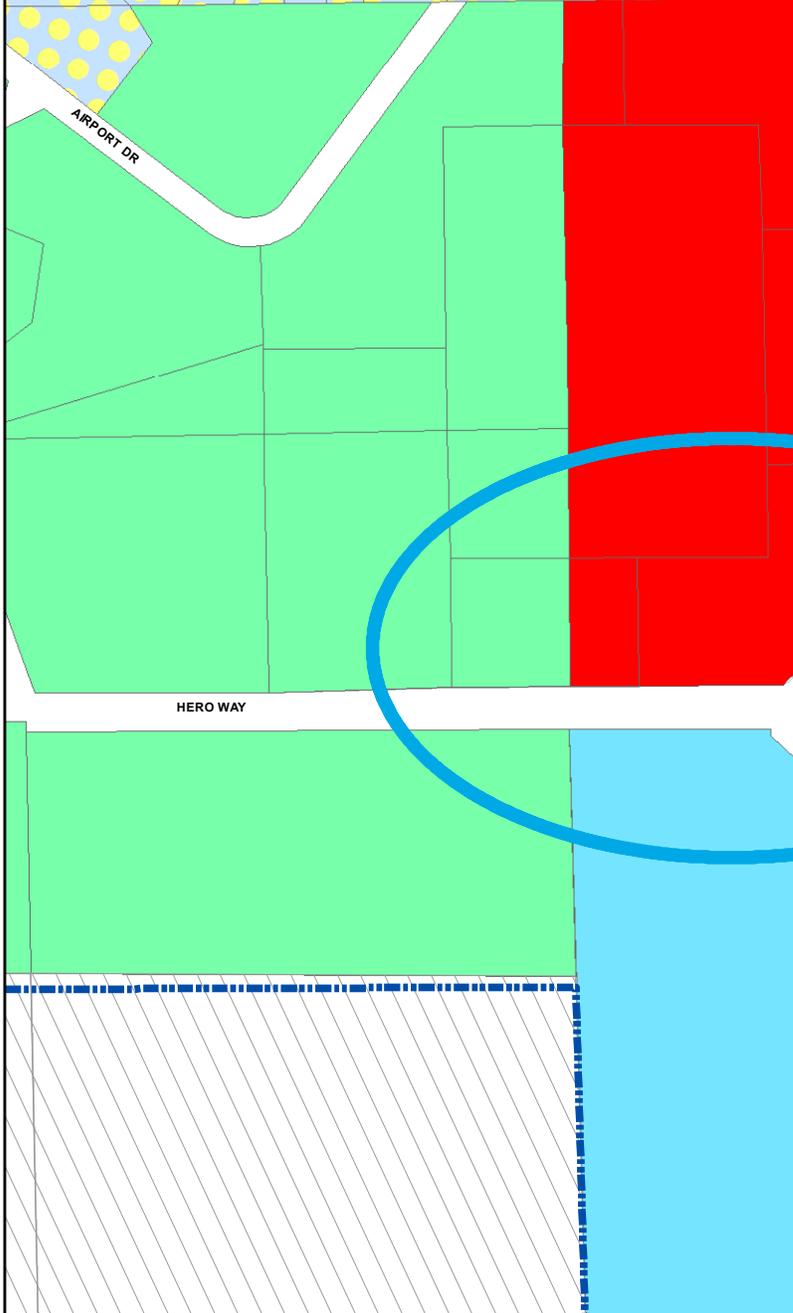
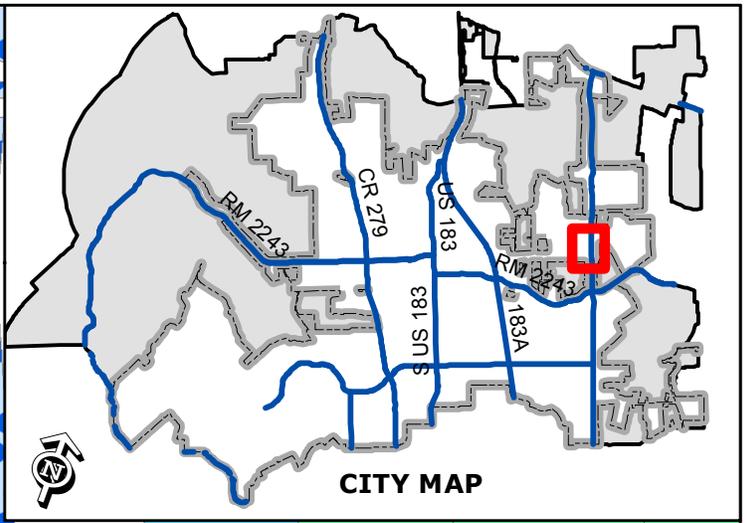
Origination: Wayne S. Watts, P.E., CFM, City Engineer

Financial Consideration: Not Applicable

Recommendation: Staff recommends approval for construction activities between 9:00 p.m. and 7:00 a.m. for AT&T for the Old 2243 Roadway Improvements Project on Tuesdays and Thursdays during August and September of 2016, excluding Tuesday, August 2, 2016.

Attachments: Email Request from AT&T

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



**16-DA-005
Development Agreement**

Attachment #2
Location Exhibit
Hero Way Gas Station

 City Limits



0 200
Feet

Wayne Watts

From: TURNER, JIMMIE C <JT4134@att.com>
Sent: Tuesday, July 26, 2016 4:05 PM
To: Wayne Watts
Cc: STEPHENS JR., DARRELL; MALONE, RYAN A
Subject: 2243/Hero way

Wayne,

Per my splicing foreman we are looking at doing work on Tuesdays and Thursdays for the next 2 months.

Thanks,

Jimmie Turner Jr.

Sr. Contract/Sourcing Specialist
Construction
12213 Roxie Dr.
Austin, TX 78729
Office (512) 870-5410
Cell (737) 247-8027



Executive Summary
August 4, 2016

Agenda Subject: Receive Effective & Rollback Tax Rate Calculations for FY 2016-17.

Background: State “Truth-in-Taxation” laws require calculation and publication of a taxing entity’s effective tax rate and rollback rate. The effective tax rate is generally equal to the prior year’s taxes divided by the current taxable value of properties that were also on the tax roll in the prior year. The rollback rate allows a taxing entity to raise the same amount of M&O money as raised in the prior year, plus 8 percent. The rollback debt service rate is the rate needed to pay the entity’s debt service for the upcoming year. The rates are as follows:

Current Year FY 2015-16	\$0.632920 per \$100 valuation
Proposed Rate FY 2016-17	\$0.599000 per \$100 valuation
FY 17 Effective Tax Rate	\$0.591675 per \$100 valuation
FY 17 Rollback Tax Rate	\$0.618982 per \$100 valuation
Effective Operating Tax Rate	\$0.375539 per \$100 valuation
Rollback M&O Tax Rate	\$0.405582 per \$100 valuation
Proposed Operating Tax Rate	\$0.385600 per \$100 valuation
Debt Rate	\$0.213400 per \$100 valuation

Origination: Robert G. Powers, Finance Director

Financial Consideration: N.A.

Recommendation: No Action is Required

Attachments: Effective & Rollback Rate Calculations; Public Hearing Notice

Prepared by: Robert G. Powers, Finance Director

2016 Effective Tax Rate Worksheet

City of Leander

See pages 13 to 16 for an explanation of the effective tax rate.

1.	2015 total taxable value. Enter the amount of 2015 taxable value on the 2015 tax roll today. Include any adjustments since last year's certification; exclude Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in line 2) and the captured value for tax increment financing (will deduct taxes in line 14). ¹	\$3,109,889,986
2.	2015 tax ceilings. Counties, Cities and Junior College Districts. Enter 2015 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter "0" If your taxing units adopted the tax ceiling provision in 2015 or prior year for homeowners age 65 or older or disabled, use this step. ²	\$298,424,763
3.	Preliminary 2015 adjusted taxable value. Subtract line 2 from line 1.	\$2,811,465,223
4.	2015 total adopted tax rate.	\$0.632920/\$100
5.	2015 taxable value lost because court appeals of ARB decisions reduced 2015 appraised value. A. Original 2015 ARB values: \$2,509,153 B. 2015 values resulting from final court decisions: - \$2,432,993 C. 2015 value loss. Subtract B from A. ³	\$76,160
6.	2015 taxable value, adjusted for court-ordered reductions. Add line 3 and line 5C.	\$2,811,541,383
7.	2015 taxable value of property in territory the unit deannexed after January 1, 2015. Enter the 2015 value of property in deannexed territory. ⁴	\$0
8.	2015 taxable value lost because property first qualified for an exemption in 2015. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, "goods-in-transit" exemptions. A. Absolute exemptions. Use 2015 market value: \$69,907 B. Partial exemptions. 2016 exemption amount or 2016 percentage exemption times 2015 value: + \$5,457,641 C. Value loss. Add A and B. ⁵	\$5,527,548

1 Tex. Tax Code § 26.012(14)

2 Tex. Tax Code § 26.012(14)

3 Tex. Tax Code § 26.012(13)

4 Tex. Tax Code § 26.012(15)

5 Tex. Tax Code § 26.012(15)

2016 Effective Tax Rate Worksheet (continued)

City of Leander

9.	2015 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2016. Use only those properties that first qualified in 2016; do not use properties that qualified in 2015. A. 2015 market value: \$353,327 B. 2016 productivity or special appraised value: - \$323 C. Value loss. Subtract B from A. ⁶ \$353,004	
10.	Total adjustments for lost value. Add lines 7, 8C and 9C.	\$5,880,552
11.	2015 adjusted taxable value. Subtract line 10 from line 6.	\$2,805,660,831
12.	Adjusted 2015 taxes. Multiply line 4 by line 11 and divide by \$100.	\$17,757,588
13.	Taxes refunded for years preceding tax year 2015. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2015. Types of refunds include court decisions, Tax Code § 25.25(b) and (c) corrections and Tax Code § 31.11 payment errors. Do not include refunds for tax year 2015. This line applies only to tax years preceding tax year 2015. ⁷	\$8,845
14.	Taxes in tax increment financing (TIF) for tax year 2015. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2016 captured appraised value in Line 16D, enter "0". ⁸	\$147,829
15.	Adjusted 2015 taxes with refunds and TIF adjustment. Add lines 12 and 13, subtract line 14. ⁹	\$17,618,604
16.	Total 2016 taxable value on the 2016 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 18). These homesteads includes homeowners age 65 or older or disabled. ¹⁰ A. Certified values only: \$3,611,783,959 B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + \$0	

6 Tex. Tax Code § 26.012(15)

7 Tex. Tax Code § 26.012(13)

8 Tex. Tax Code § 26.03(c)

9 Tex. Tax Code § 26.012(13)

10 Tex. Tax Code § 26.012(15)

2016 Effective Tax Rate Worksheet (continued)

City of Leander

16. (cont.)	<p>C. Pollution control exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control property: - \$0</p> <p>D. Tax increment financing: Deduct the 2016 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2016 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in line 21 below.¹¹ - \$76,504,920</p> <p>E. Total 2016 value. Add A and B, then subtract C and D. \$3,535,279,039</p>	
17.	<p>Total value of properties under protest or not included on certified appraisal roll.¹²</p> <p>A. 2016 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.¹³ \$108,041,065</p> <p>B. 2016 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included at appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value.¹⁴ + \$0</p>	

11 Tex. Tax Code § 26.03(c)

12 Tex. Tax Code § 26.01(c)

13 Tex. Tax Code § 26.04 and 26.041

14 Tex. Tax Code § 26.04 and 26.041

2016 Effective Tax Rate Worksheet (continued)

City of Leander

17. (cont.)	C. Total value under protest or not certified. Add A and B.	\$108,041,065
18.	2016 tax ceilings. Counties, cities and junior colleges enter 2016 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter "0". If your taxing units adopted the tax ceiling provision in 2015 or prior year for homeowners age 65 or older or disabled, use this step. ¹⁵	\$319,517,918
19.	2016 total taxable value. Add lines 16E and 17C. Subtract line 18.	\$3,323,802,186
20.	Total 2016 taxable value of properties in territory annexed after January 1, 2008. Include both real and personal property. Enter the 2016 value of property in territory annexed. ¹⁶	\$54,236
21.	Total 2016 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2015. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after January 1, 2015 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2016. ¹⁷	\$346,002,314
22.	Total adjustments to the 2016 taxable value. Add lines 20 and 21.	\$346,056,550
23.	2016 adjusted taxable value. Subtract line 22 from line 19.	\$2,977,745,636
24.	2016 effective tax rate. Divide line 15 by line 23 and multiply by \$100. ¹⁸	\$0.591675/\$100
25.	COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2016 county effective tax rate. ¹⁹	\$/\$100

15 Tex. Tax Code § 26.012(6)

16 Tex. Tax Code § 26.012(17)

17 Tex. Tax Code § 26.012(17)

18 Tex. Tax Code § 26.04(c)

19 Tex. Tax Code § 26.04(d)

A county, city or hospital district that adopted the additional sales tax in November 2015 or in May 2016 must adjust its effective tax rate. *The Additional Sales Tax Rate Worksheet* on page 39 sets out this adjustment. Do not forget to complete the *Additional Sales Tax Rate Worksheet* if the taxing unit adopted the additional sales tax on these dates.

2016 Rollback Tax Rate Worksheet

City of Leander

See pages 17 to 21 for an explanation of the rollback tax rate.

26.	2015 maintenance and operations (M&O) tax rate.	\$0.403640/\$100
27.	2015 adjusted taxable value. Enter the amount from line 11.	\$2,805,660,831
28.	<p>2015 M&O taxes.</p> <p>A. Multiply line 26 by line 27 and divide by \$100. \$11,324,769</p> <p>B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2015. Enter amount from full year's sales tax revenue spent for M&O in 2015 fiscal year, if any. Other units, enter "0." Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent. + \$0</p> <p>C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other units, enter "0." + \$0</p> <p>D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another unit by written contract, enter the amount spent by the unit discontinuing the function in the 12 months preceding the month of this calculation. If the unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the unit operated the function. The unit discontinuing the function will subtract this amount in H below. The unit receiving the function will add this amount in H below. Other units, enter "0." +/- \$0</p>	

2016 Rollback Tax Rate Worksheet (continued)

City of Leander

28. (cont.)	<p>E. Taxes refunded for years preceding tax year 2015: Enter the amount of M&O taxes refunded during the last budget year for tax years preceding tax year 2015. Types of refunds include court decisions, Section 25.25(b) and (c) corrections and Section 31.11 payment errors. Do not include refunds for tax year 2015. This line applies only to tax years preceding tax year 2015. + \$5,677</p> <p>F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance. + \$0</p> <p>G. Taxes in tax increment financing (TIF): Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2016 captured appraised value in Line 16D, enter "0." - \$147,829</p> <p>H. Adjusted M&O Taxes. Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G. \$11,182,617</p>	
29.	2016 adjusted taxable value. Enter line 23 from the Effective Tax Rate Worksheet.	\$2,977,745,636
30.	2016 effective maintenance and operations rate. Divide line 28H by line 29 and multiply by \$100.	\$0.375539/\$100
31.	2016 rollback maintenance and operation rate. Multiply line 30 by 1.08. (See lines 49 to 52 for additional rate for pollution control expenses.	\$0.405582/\$100

2016 Rollback Tax Rate Worksheet (continued)

City of Leander

32.	Total 2016 debt to be paid with property taxes and additional sales tax revenue. "Debt" means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the unit's budget as M&O expenses. A: Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.	
	\$7,314,888	
	B: Subtract unencumbered fund amount used to reduce total debt.	-\$221,894
	C: Subtract amount paid from other resources.	-\$0
	D: Adjusted debt. Subtract B and C from A.	\$7,092,994
33.	Certified 2015 excess debt collections. Enter the amount certified by the collector.	\$0
34.	Adjusted 2016 debt. Subtract line 33 from line 32.	\$7,092,994
35.	Certified 2016 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.000000%
36.	2016 debt adjusted for collections. Divide line 34 by line 35.	\$7,092,994
37.	2016 total taxable value. Enter the amount on line 19.	\$3,323,802,186
38.	2016 debt tax rate. Divide line 36 by line 37 and multiply by \$100.	\$0.213400/\$100
39.	2016 rollback tax rate. Add lines 31 and 38.	\$0.618982/\$100
40.	COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2016 county rollback tax rate.	\$/\$100

A taxing unit that adopted the additional sales tax must complete the lines for the *Additional Sales Tax Rate*. A taxing unit seeking additional rollback protection for pollution control expenses completes the *Additional Rollback Protection for Pollution Control*.

**Additional Rollback Protection
for Pollution Control Worksheet
City of Leander**

49.	Certified expenses from TCEQ. Enter the amount certified in the determination letter from TCEQ. The taxing unit shall provide its assessor with a copy of the letter. See Part 3, the Rollback Rate, for more details.	\$0
50.	2016 total taxable value. Enter the amount from line 37 of the <i>Rollback Tax Rate Worksheet</i> .	\$3,323,802,186
51.	Additional rate for pollution control. Divide line 49 by line 50 and multiply by 100.	\$0.000000/\$100
52.	2016 rollback tax rate, adjusted for pollution control. Add line 51 to one of the following lines (as applicable): line 39, line 40 (counties) or line 48 (units with the additional sales tax).	\$0.618982/\$100

**2016 Notice of Effective Tax Rate
Worksheet for Calculation of Tax Increase/Decrease**

Entity Name: City of Leander

Date: 07/27/2016

1. 2015 taxable value, adjusted for court-ordered reductions. Enter line 6 of the Effective Tax Rate Worksheet.	\$2,811,541,383
2. 2015 total tax rate. Enter line 4 of the Effective Tax Rate Worksheet.	0.632920
3. Taxes refunded for years preceding tax year 2015. Enter line 13 of the Effective Tax Rate Worksheet.	\$8,845
4. Last year's levy. Multiply Line 1 times Line 2 and divide by 100. To the result, add Line 3.	\$17,803,653
5. 2016 total taxable value. Enter Line 19 of the Effective Tax Rate Worksheet.	\$3,323,802,186
6. 2016 effective tax rate. Enter line 24 of the Effective Tax Rate Worksheet or Line 47 of the Additional Sales Tax Rate Worksheet.	0.591675
7. 2016 taxes if a tax rate equal to the effective tax rate is adopted. Multiply Line 5 times Line 6 and divide by 100.	\$19,666,107
8. Last year's total levy. Sum of line 4 for all funds.	\$17,803,653
9. 2016 total taxes if a tax rate equal to the effective tax rate is adopted. Sum of line 7 for all funds.	\$19,666,107
10. Tax Increase (Decrease). Subtract Line 8 from Line 9.	\$1,862,454

City of Leander Tax Rate Recap for 2016 Tax Rates

Description of Rate	Tax Rate Per \$100	Tax Levy This is calculated using the Total Adjusted Taxable Value (line 19) of the Effective Tax Rate Worksheet	Additional Tax Levy Compared to last year's tax levy of 19,683,116	Additional Tax Levy Compared to effective tax rate levy of 19,666,107
Last Year's Tax Rate	0.632920	\$21,037,009	\$1,353,893	\$1,370,902
Effective Tax Rate	0.591675	\$19,666,107	\$-17,009	\$0
Notice & Hearing Limit*	0.591675	\$19,666,107	\$-17,009	\$0
Rollback Tax Rate	0.618982	\$20,573,737	\$890,622	\$907,631
Proposed Tax Rate	0.000000	\$0	\$-19,683,116	\$-19,666,107

Effective Tax Rate Increase in Cents per \$100

0.00	0.591675	19,666,107	-17,009	0
0.50	0.596675	19,832,297	149,181	166,190
1.00	0.601675	19,998,487	315,371	332,380
1.50	0.606675	20,164,677	481,561	498,570
2.00	0.611675	20,330,867	647,751	664,760
2.50	0.616675	20,497,057	813,941	830,951
3.00	0.621675	20,663,247	980,132	997,141
3.50	0.626675	20,829,437	1,146,322	1,163,331
4.00	0.631675	20,995,627	1,312,512	1,329,521
4.50	0.636675	21,161,818	1,478,702	1,495,711
5.00	0.641675	21,328,008	1,644,892	1,661,901
5.50	0.646675	21,494,198	1,811,082	1,828,091
6.00	0.651675	21,660,388	1,977,272	1,994,281
6.50	0.656675	21,826,578	2,143,462	2,160,471
7.00	0.661675	21,992,768	2,309,652	2,326,662
7.50	0.666675	22,158,958	2,475,843	2,492,852
8.00	0.671675	22,325,148	2,642,033	2,659,042
8.50	0.676675	22,491,338	2,808,223	2,825,232
9.00	0.681675	22,657,529	2,974,413	2,991,422
9.50	0.686675	22,823,719	3,140,603	3,157,612
10.00	0.691675	22,989,909	3,306,793	3,323,802
10.50	0.696675	23,156,099	3,472,983	3,489,992
11.00	0.701675	23,322,289	3,639,173	3,656,182
11.50	0.706675	23,488,479	3,805,363	3,822,373
12.00	0.711675	23,654,669	3,971,554	3,988,563
12.50	0.716675	23,820,859	4,137,744	4,154,753
13.00	0.721675	23,987,049	4,303,934	4,320,943
13.50	0.726675	24,153,240	4,470,124	4,487,133
14.00	0.731675	24,319,430	4,636,314	4,653,323
14.50	0.736675	24,485,620	4,802,504	4,819,513

- *Notice & Hearing Limit Rate: This is the highest tax rate that may be adopted without notices and a public hearing. It is the lower of the rollback tax rate or the effective tax rate.
- School Districts: The school tax rate limit is \$1.50 for M&O, plus \$0.50 for 'New' debt plus a rate for 'Old' debt. 'Old' debt is debt authorized to be issued at an election held on or before April 1, 1991, and issued before September 1, 1992. All other debt is 'New' debt.

Tax Levy: This is calculated by taking the adjusted taxable value (line 19 of Effective Tax Rate Worksheet), multiplying by the appropriate rate, such as the Effective Tax Rate and dividing by 100.

For School Districts: This is calculated by taking the adjusted taxable value (line 34 of the Rollback Tax Rate Worksheet), multiplying by the appropriate rate, dividing by 100 and then adding this year's frozen tax levy on homesteads of the elderly.

Additional Levy Last Year: This is calculated by taking Last Year's taxable value (line 3 of Effective Tax Rate Worksheet), multiplying by Last Year's tax rate (line 4 of Effective Tax Rate Worksheet) and dividing by 100.

For School Districts: This is calculated by taking Last Year's taxable value, subtracting Last Year's taxable value for the elderly, multiplying by Last Year's tax rate, dividing by 100 and adding Last Year's tax ceiling.

Additional Levy This Year: This is calculated by taking the current adjusted taxable value, multiplying by the Effective Tax Rate and dividing by 100.

For School Districts: This is calculated by taking the adjusted taxable value (line 34 of the Rollback Tax Rate Worksheet), multiplying by the Effective Tax Rate, dividing by 100 and adding This Year's tax ceiling.

COUNTIES ONLY: All figures in this worksheet include ALL County Funds. Tax Levy amounts are the sum of each Fund's Taxable Value X each Fund's Tax Rate.



Executive Summary

August 4, 2016

Agenda Subject: Consider a Proposal to Adopt a Tax Rate for FY 2016-17.

Background: If a taxing entity desires to consider a possible tax rate that would exceed either the effective tax rate or rollback tax rate, whichever is lower, state “Truth-in-Taxation” laws require the governing body to vote on the proposed tax rate and schedule two public hearings. The proposed rate need not be the final rate that the governing body actually adopts, but the final rate cannot exceed the proposed rate. The FY 2016-17 budget includes a proposed rate of 59.90 cents per \$100 which is 3.392 cents below the current rate, but more than the effective tax rate of 59.1675 cents. The rollback rate is 61.8982 cents. If the City Council does not wish to consider a rate greater than the effective rate, then the public hearings would not be required on the tax rate.

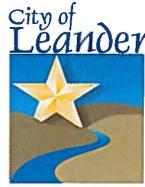
Origination: Robert G. Powers, Finance Director

Financial Consideration: N.A.

Recommendation: Move to place the proposed tax rate for FY 2016-17 of 59.900 cents per \$100 valuation on the agenda of a future meeting as an action item.

Attachments: N.A.

Prepared by: Robert G. Powers, Finance Director



Executive Summary

August 4, 2016

Agenda Subject: Schedule Two Public Hearings on a Proposal to Adopt a Tax Rate for FY 2016-17.

Background: If a taxing entity desires to consider a possible tax rate that would exceed either the effective tax rate or rollback tax rate, whichever is lower, state "Truth-in-Taxation" laws require the governing body to vote on the proposed tax rate and schedule two public hearings. The proposed rate need not be the final rate that the governing body actually adopts, but the final rate cannot exceed the proposed rate. The FY 2016-17 budget includes a proposed rate of 59.90 cents per \$100 which is 3.392 cents below the current rate, but more than the effective tax rate of 59.1675 cents. The rollback rate is 61.8982 cents. If the City Council does not wish to consider a rate greater than the effective rate, then the public hearings would not be required on the tax rate.

Origination: Robert G. Powers, Finance Director

Financial Consideration: N.A.

Recommendation: Schedule two Public Hearings in order to allow the City Council to consider a rate greater than the effective tax rate of 59.900 cents per \$100 valuation, which would require the following motion: "Move to schedule two public hearings on August 18, 2016 (regular City Council meeting beginning at 7:00 p.m.) and September 1, 2016 (regular City Council meeting beginning at 7:00 p.m.) to consider a proposal to adopt a tax rate of 59.900 cents per \$100 valuation."

Attachments: N.A.

Prepared by: Robert G. Powers, Finance Director