WORK SESSION
AND
REGULAR COUNCIL
MEETING AGENDA

CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ April 18, 2013 at 5:30 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Michell Cantwell (Mayor Pro Tem)**
Place 2 – Kirsten Lynch **Place 5 – Jason Dishongh**
Place 3 – Simon Garcia **Place 6 – David Siebold**
City Manager – Kent Cagle

WORK SESSION

1. Open Work Session
2. Roll Call
3. Discussion on the X-Park USA, Leander, Texas
4. Adjourn

REGULAR COUNCIL MEETING

1. Open meeting, Invocation, Pledges of Allegiance
2. Roll Call
3. Staff Comments: Pat Womack, Director of Public Works on Spring Clean Up Day, May 18th
4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
5. Proclamation recognizing STEM Education Week
   Sponsored by Mayor Fielder

CONSENT AGENDA: ACTION

6. Approval of the minutes: Regular Meeting: April 4, 2013
7. Second reading of an Ordinance on Zoning Case #13-Z-005: amending Ordinance 05-018, the Composite Zoning Ordinance, for a parcel located at 208 S. Brushy Street, Leander, Williamson County, Texas
8. Consider approval of Liberty Fest Agreements

PUBLIC HEARING: ACTION

9. **a. Public Hearing** on Zoning Case #13-Z-006: Consider a zoning change for 131.42 acres, more or less, for eight parcels located at 10760, 10824, 10850, 10860, & 10870 E. Crystal Falls Parkway from interim SFR-1-B, Single Family Rural, interim SFS-2-B, Single Family Suburban and LI-3-D, Light Industrial to GC-3-C, General Commercial, LC-1-C, Local Commercial, SFC-2-B, Single Family Compact, SFU-2-B, Single Family Urban, and LC-2-B, Local Commercial, Leander, Williamson County, Texas
Applicant: John Avery, Jr. on behalf of Richard & Linda Davis, CS Leander I, Ltd., David & Mary Brown, Robert & Eva Waley, and Cathy L. Cluck

   b. Action on Zoning Case #13-Z-006: amending Ordinance 05-018, the Composite Zoning Ordinance, for eight parcels located at 10760, 10824, 10850, 10860, & 10870 E. Crystal Falls Parkway , Leander, Williamson County, Texas

10. **a. Public Hearing** on Subdivision Case #12-CP-008: on a Concept Plan for Kittie Hill, 145.26 acres, more or less located approximately 1,300 feet to the northwest of the intersection of Ronald W. Reagan Blvd. and Hero Way, Williamson County, Texas
Applicant: Alex Clarke P.E. with Longaro & Clarke on behalf of Denford Aviation Services, Inc.

    b. Action on Subdivision Case #12-CP-008: a Concept Plan for Kittie Hill, Williamson County, Texas

11. **a. Public Hearing** on Special Use Permit Case #13-SU-001: a Special Use Permit for a temporary parking lot associated with the model home complex, located at 2233 Grand Lake Parkway, Cold Springs Section 1, Leander, Williamson County, Texas
Applicant: Agent Brent Baker, Vice President of Land on behalf of Pulte, Stephen Teodecki

    b. Action on Special Use Permit Case #13-SU-001: a Special Use Permit for a temporary parking lot at 2233 Grand Lake Parkway, Leander, Williamson County, Texas

12. **a. Public Hearing** on establishing Construction Zone Speed Limits of 30 mph for CR 179 from Ronald Reagan Blvd. to CR 175

    b. Action on an Ordinance establishing Construction Zone Speed Limits for CR 179

REGULAR AGENDA

13. Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Crystal Crossing, Phase 2, and Crystal Crossing, Phase 1, Drainage Swale

14. Consider items to be presented to Williamson County for the upcoming Bond Election

EXECUTIVE SESSION

15. Convene into executive session pursuant to Section 551.074, Tex. Gov't Code, regarding the appointment of an elected official to the Capital Metro Board of Directors

16. Reconvene into public session to take action as deemed appropriate in the City Council's discretion regarding the appointment of an elected official to the Capital Metro Board of Directors

17. Council Members Closing Statements

18. 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 telecommunications 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 11th day of April, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile, TRMC, City Secretary

The City of Leander, Texas

PROCLAMATION

Whereas, **strong Science, Technology, Engineering and Mathematics (STEM) educational programs are vital to the intellectual and economic future of the state of Texas and further, the United States of America;**

Whereas, **Texas STEM academies, schools and businesses have made strong efforts in working to close the disparity between the number of STEM field college graduates and the number of skilled workers needed in STEM industry;**

Whereas, **the Honorable Rick Perry, Governor of Texas, has issued a statewide proclamation declaring the week of May 6 – 12th as "Celebration of STEM Education Week in Texas" in recognition of the importance of STEM education and to highlight the work currently being done by STEM academies, schools and businesses;**

Whereas, **"Celebration of STEM Education Week in Texas" is the first such statewide collaborative project of its kind, with an aim to involve as many STEM-centered organizations, businesses and educational institutions in cities and municipalities across the state;**

Now, therefore, I Mayor Christopher Fielder and the City Council of the City of Leander do hereby proclaim the week of May 6 – 12th as:

Celebration of STEM Education Week in Leander, Texas

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

AGENDA ITEM # 6

MINUTES

CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ April 4, 2013 at 7:00 PM

Mayor – Christopher Fielder
Place 1 – Andrea Navarrette **Place 4 – Michell Cantwell (Mayor Pro Tem)**
Place 2 – Kirsten Lynch **Place 5 – Jason Dishongh**
Place 3 – Simon Garcia **Place 6 – David Siebold**
City Manager – Kent Cagle

1. Open meeting, Invocation, Pledges of Allegiance
   Mayor Fielder opened the meeting at 7:00 p.m. and welcomed those in attendance
   Williamson County Commissioner Cynthia Long delivered the invocation

2. Roll Call
   All present

3. Staff Comments
   No staff comments

4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
   No comments

5. Proclamation recognizing Autism Awareness Week 2013
   Sponsored by Mayor Fielder
   Council Member Navarrette read the Proclamation

6. Proclamation recognizing National Public Safety Telecommunications Week
   Sponsored by Chief Minton
   Chief Greg Minton explained the Proclamation and recognized the Telecommunications staff from the Police Department

   Council Member Lynch read the Proclamation

7. Presentation regarding Vote Centers – Rachel Arnold with the Williamson County Vote Center Committee
   Rachel Arnold with the Williamson County Vote Center Committee informed Council about the use of Vote Centers for the May 11, 2013 election

8. Presentation from the Library Foundation Board
   Sponsored by Steve Bosak, Director of Parks & Recreation
   Gary Anderson, President of the Library Foundation Board and Marc Petrick, Vice President gave an update on the Board Activities

9. Presentation from the Texas Municipal Retirement System (TMRS)
   Doug Anderson with Gallagher Public Entity & Scholastic Group gave a presentation regarding the City of Leander retirement system

CONSENT AGENDA: ACTION

10. Approval of the minutes: Regular Meeting: March 21, 2013
Motion made by Council Member Dishongh to approve. Second by Council Member Siebold. Motion passes, all voting "aye"

PUBLIC HEARING: NO ACTION

11. Second Public Hearing on voluntary annexation of four (4) tracts totaling 0.7107 acres, more or less, located in Williamson County, Texas, generally located approximately 500' south of CR 177, 400' east of Ronald W. Reagan Blvd, 1,900' north of CR 179 and 2,800' west of Valley View Dr.; including the abutting streets, roadways, and rights-of-way
No speakers

12. Second Public Hearing on voluntary annexation of 29.31 acre parcel, more or less, located in Williamson County, Texas, generally located south of CR 179, 1,400' west of CR 175, 400' northwest of Acacia Dr, and approximately 1 mile east of Ronald W. Reagan Blvd including the abutting streets, roadways, and rights-of-way
No speakers

PUBLIC HEARING: ACTION

13. **a. Public Hearing** on Zoning Case #13-Z-005: Consider a zoning change for .2686 acres, more or less, for a parcel located at 208 S. Brushy Street from SFU-2-B, Single Family Urban to PUD/TOD, Planned Unit Development/Transit Oriented Development, Leander, Williamson County, Texas Applicant: Michael A. Irene
Jim Bechtol, Director of Development Services explained

No speakers

b. Action on Zoning Case #13-Z-005: amending Ordinance 05-018, the Composite Zoning Ordinance, for a parcel located at 208 S. Brushy Street, Leander, Williamson County, Texas
Motion made by Council Member Siebold to approve. Second by Council Member Navarrette. Motion passes, all voting "aye"

14. **a. Public Hearing** on an ordinance readopting Chapter 8, Article 8.500 of the Leander Code of Ordinances, establishing curfews for minors, providing definitions, providing defenses and exceptions and providing penalties
Greg Minton, Police Chief explained

Sherry LeBlanc 2102 Cottontail Dr – spoke in favor of the ordinance

b. Action on an ordinance readopting Chapter 8, Article 8.500 of the Leander Code of Ordinances, establishing curfews for minors, providing definitions, providing defenses and exceptions and providing penalties
Motion made by Council Member Navarrette to approve. Second by Council Member Lynch. Motion passes, all voting "aye"

REGULAR AGENDA

15. Consider a Resolution granting authority to the City Manager to establish purchasing policies and procedures and authority to approve change orders subject to limitations set by state law, as amended
Robert Powers, Finance Director explained

Motion made by Council Member Navarrette to approve. Second by Council Member Garcia. Motion passes, all voting "aye"

16. Consider extension to the Facilities Agreement deadline for Travis County MUD's 19, 20 and 21 to June 3, 2013 for the owner to execute the agreements.
Kent Cagle, City Manager explained

Motion made by Council Member Navarrette to approve. Second by Council Member Garcia. Motion passes, all voting "aye"

17. Consider Changes to City of Leander Personnel Policy Section 5.11 Changes to Injuries on the Job
Bill Gardner, Fire Chief explained

Motion made by Council Member Siebold to approve. Second by Council Member Navarrette. Motion passes, all voting "aye"

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

19. Adjournment
With there being no further business, the meeting adjourned at 8:25 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, City Secretary

AGENDA ITEM # 7

Executive Summary

April 18, 2013

Agenda Subject:	Zoning Case 13-Z-005: Second reading and consider action on the rezoning of a parcel located at 208 S. Brushy St., for 0.2686 acres more or less; Parcels #R036124. Currently, the property is zoned SFU-2-B (Single-Family Urban). The property is proposed to be zoned PUD/TOD (Planned Unit Development/Transit Oriented Development), Leander, Williamson County, Texas.
Background:	This request is the final step in the rezoning process.
Origination:	Applicant: Michael A. Irene
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning and Zoning Commission unanimously recommended approval of the request at the March 28, 2013 Meeting. The City Council unanimously approved the request at the April 4, 2013 Meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Letter of Intent 5. Letter from Pix Howell, Urban Design Officer 6. Ordinance
Prepared By:	Robin M. Griffin, AICP Planner 04/11/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-005
208 S BRUSHY STREET

GENERAL INFORMATION

Owner: Michael A. Irene, Ralph F. Irene, and Geraldine M. Irene

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

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

Size and Location: The subject property is located at 208 S Brushy Street, for 0.2686 acres more or less.

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU-2-B	Established Single-Family Residential
EAST	GC-3-C	Established Commercial
SOUTH	SFU-2-B	Undeveloped Property zoned for Single-Family Residential
WEST	SFU-2-B	Established Single-Family Residential

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

PUD/TOD–PLANNED UNIT DEVELOPMENT/TRANIST ORIENTED DEVELOPMENT

An Ordinance of the City of Leander established a Planned Unit Development District (PUD) called the Leander TOD. This PUD defined a form-based code and a Transect Map (or regulating plan) as the community plan and PUD plan for the geographic area set for in the ordinance. The TOD is an area where a mixed-use, pedestrian friendly requirement will prevail over the typical land-use oriented plan; where all commercial and residential land-uses may be developed by right; where streets are designed to slow traffic rather than encourage it; where residents can find neighborhood services and goods within a ten-minute walk and where there is a variety of housing types and price ranges.

T5–NEIGHBORHOOD CENTER TRANSECT ZONE

The Neighborhood Center Zone is the equivalent of a Main Street. This Zone includes mixed-use building types that accommodate retail, offices, and dwellings, including rowhouses and apartments. The T-5 Zone is a tight network of streets and blocks, with wide sidewalks, steady street tree planting, and buildings set close to the frontages.

COMPREHENSIVE PLAN STATEMENTS:

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

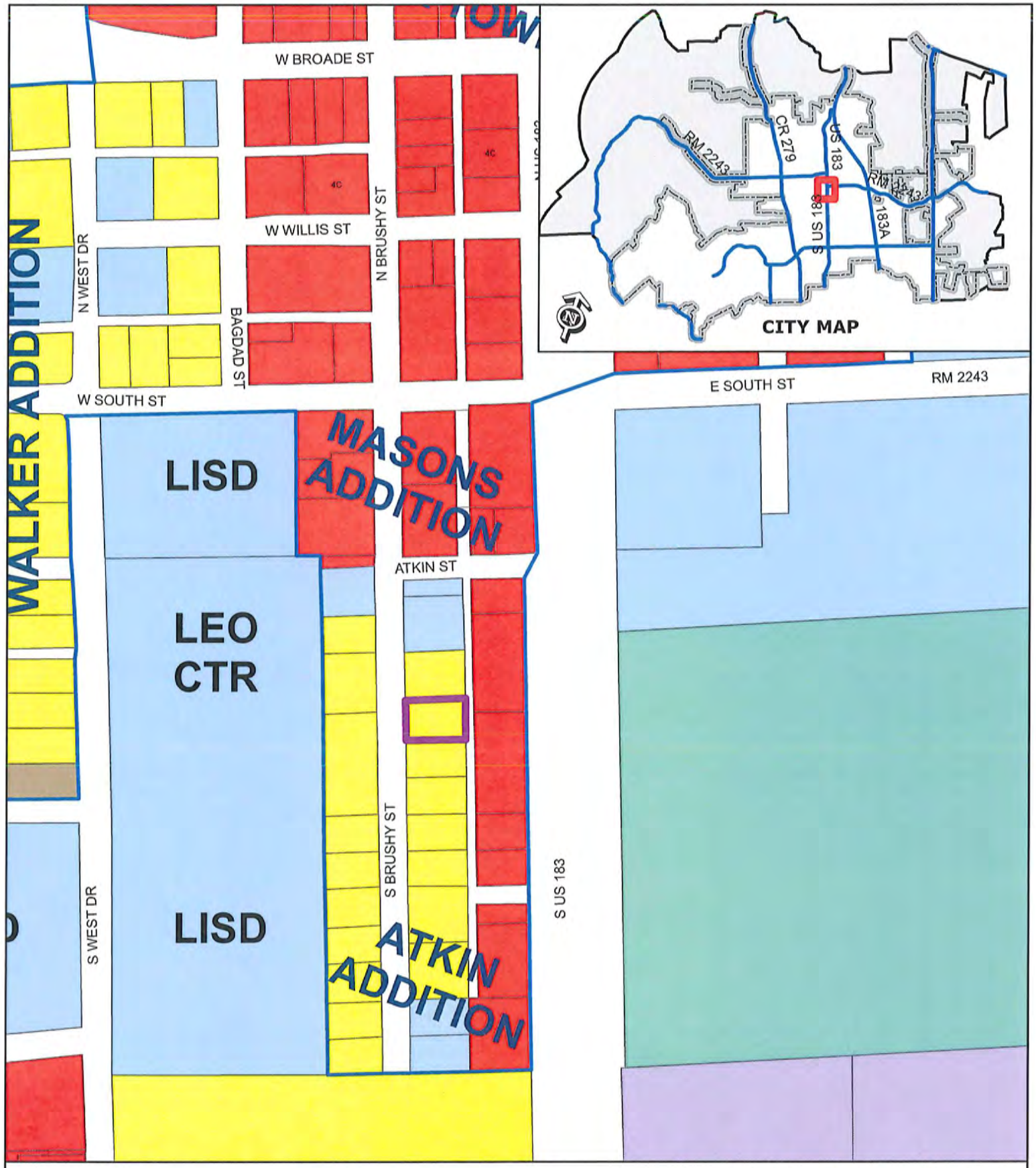
- Protect the Old Town area and assure that it maintains a pedestrian-oriented atmosphere, with a greater flexibility of land-uses as well as unique local retail services.

ANALYSIS:

The applicant is requesting a change of zoning from SFU-2-B to PUD/TOD in order to allow for the property owner to work from this location as a music instructor. Currently, the property is developed as single-family home.

If the zoning is approved, the SmartCode regulations will apply to this property with regards to land use, architectural design, signage, and site development. These standards will assure compatibility between the existing uses and the proposed development.

The Original Town of Leander (also known as Old Town) is included within the boundaries of the TOD (Transit Oriented Development). This rezoning will bring the property into conformance with the Smart Code.



ZONING CASE 13-Z-005

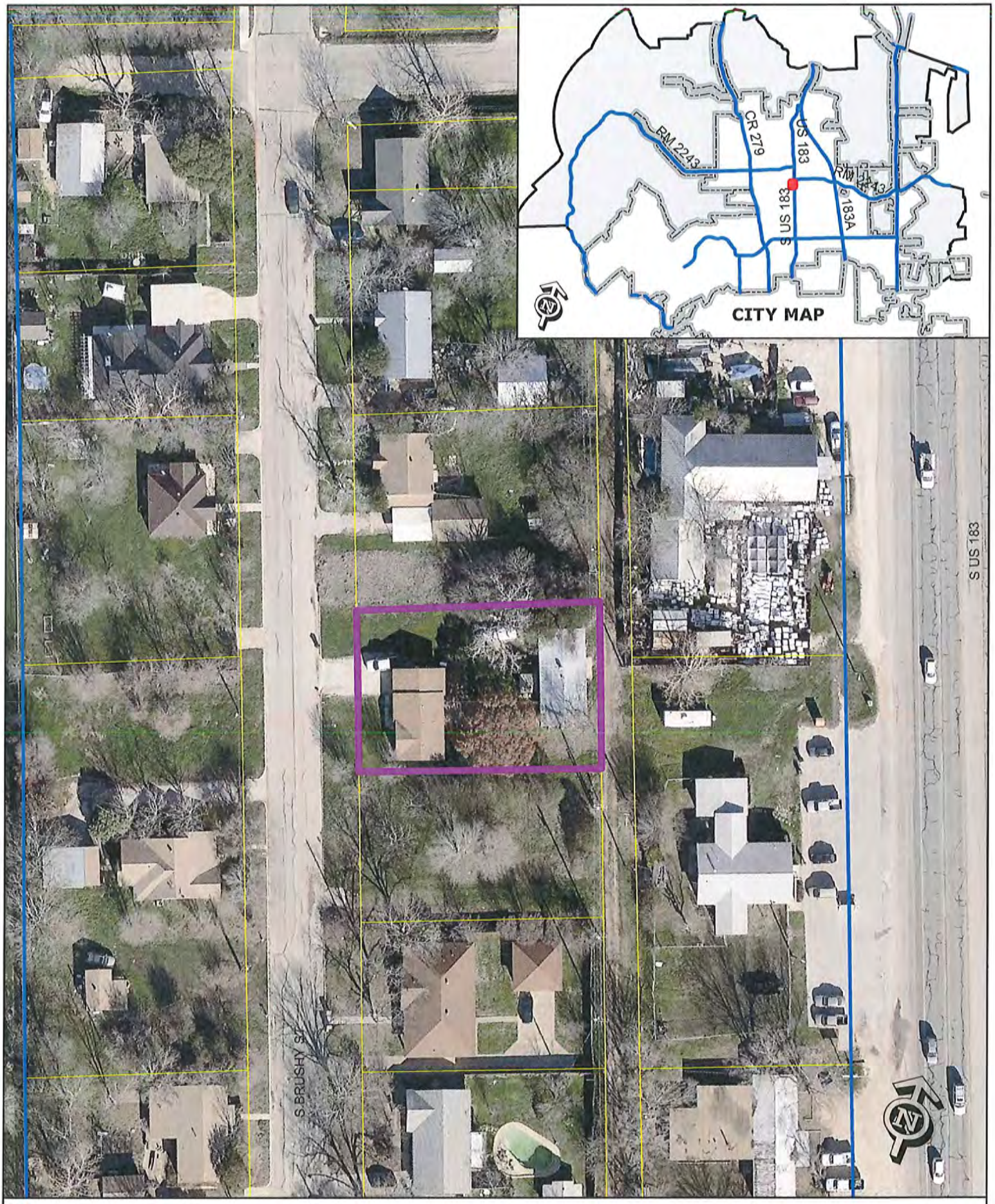
Attachment #2

Current Zoning Map
208 S Brushy St
Hit Maker Music

0 200 400
Feet

Subject Property

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



ZONING CASE 13-Z-005 Attachment #3

Subject Property

Aerial Exhibit - Approximate Boundaries
208 S Brushy - Hit Maker Music

0 200
Feet

ATTACHMENT #4

Michael Irene
208 S. Brushy St.
Leander, TX 78641
512-771-8807

February 21, 2013

City of Leander Planning Dept.
104 North Brushy St
PO Box 319
Leander, TX 78646

Dear Planning Committee,

The enclosed Zoning Change Application is being submitted for 208 S. Brushy St, Leander, TX 78641. I, the owner Michael Irene, wish to change the zoning use of this property from SFU to TOD/PUD. The reason for the requested change is that I wish to work from this location as a music instructor.

I understand that this property is a good candidate for rezoning to TOD/PUD partly because of the following reasons: The property is within "Old Town" Leander City Limits. The property is adjacent to commercial properties on US 183. There are TOD/PUD zoned properties on the same block. The property has a large out building that had been used for business along back alley.

Thank you for your consideration.

Sincerely yours,

Michael Irene

City of Leander

Leander TOD

March 11, 2013

Chair and Commissioners
City of Leander Planning and Zoning Commission
201 North Brushy
Leander, Texas 78

Reference: Zoning Case # 13-Z-005 - a zoning change from SFU-2-B Single Family Urban to PUD/TOD

Dear Chair and Commissioners,

The Leander TOD SmartCode and plan includes "Old Town". The intent was to give Old Town residents and property owners the maximum flexibility to realize their vision and goals by utilizing either the Composite code or the TOD code. This is another case that demonstrates this flexibility.

The TOD code provides for both short term and long term design and re-development parameters and ensures the careful transition from its current residential use to the mixed use of the SmartCode, over time, sensitive to the surrounding uses and homes.

I request that you approve this zoning change and carry on the vision of the Leander TOD.

Sincerely,

Pix Howell, AICP
Urban Design Officer

ORDINANCE NO #

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

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

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

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

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

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

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

Section 3. Rezoned property. The Zoning Ordinance is hereby amended by changing the zoning district for a parcel located at 208 South Brushy. The property is approximately 0.2686 acres more or less in size and includes parcel #R036124. This parcel is hereby zoned PUD/TOD (Planned Unit Development/Transit Oriented Development); Leander, Williamson County, Texas. (See Exhibit A).

Section 4. 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 5. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 4th day of April, 2013.
FINALLY PASSED AND APPROVED on this the 18th day of April, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

Executive Summary

April 18, 2013

Subject: Consideration of Approval of Liberty Fest Agreements

Background: This year the Liberty Fest festival will move to a location directly south and adjacent to Capital Metro's Leander Station and fireworks will be launched again from the Capital Metro site. Agreements for the festival site that is owned by Hughes Capital Management, Inc. and the Capital Metro fireworks, site are attached. Council approval is respectfully requested.

For your information, staff also received permission from HEB Plus to allow people who come only for fireworks to park in their parking lot, but no agreement with HEB is required.

July 4th will be on a Thursday this year and in case of inclement weather that day the fireworks show will be on Saturday, July 6th. Please be advised that there will be no rain date for the festival portion of the event.

Financial Consideration: None

Recommendation: Staff respectfully requests Council approval of the attached agreements for the festival and fireworks sites.

Attachments:

1. Hughes Capital Management Festival Site Use Agreement
2. Capital Metro Interlocal License Agreement & Use Permit

Prepared by: Stephen Bosak, Parks & Recreation Director

STATE OF TEXAS	§	**INTERLOCAL LICENSE AGREEMENT**
WILLIAMSON COUNTY	§	**AND USE PERMIT**

This Interlocal License Agreement and Use Permit (the "Agreement") is entered into by and between Capital Metropolitan Transportation Authority, a transportation authority and political subdivision for the State of Texas organized under Chapter 451 of the Texas Transportation Code (the "Capital Metro") and the City of Leander, a Texas home rule municipality (the "City"), hereinafter referred to collectively as "the Parties."

Whereas, the City wishes to use the property identified in Exhibit A as the "Launch Site" (the "Licensed Property") that is hereby attached and made part of this Agreement to launch fireworks for the City's 2013 Fourth of July Liberty Fest Celebration on July 4, 2013;

Whereas, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperative Act, Texas Government Code Section 791.001, et seq.;

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement and for and in consideration of Ten & No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. **Property Maintenance.**

(a) **License Terms**. Capital Metro hereby grants an exclusive personal license to City to use the portion of Capital Metro's Property set forth in Exhibit A, attached hereto, to launch fireworks for the City's 2013 Fourth of July Liberty Fest Celebration, including the right to set up the necessary equipment and temporary facilities or tents ("Permitted Use").

Capital Metro grants City a non-exclusive right-of-way for ingress and egress over and across so much of Capital Metro's Property as may be reasonably required by City for ingress and egress of City traffic, with limited ingress and egress for vehicular traffic to the extent necessitated by the Permitted Use.

1. Exclusions/Prohibitions.
   i. City is not allowed to place any equipment on the Capital Metro tracks located near the Property; and
   ii. City is not allowed to engage in any activity, on or near the tracks, which will impede or interfere with Capital Metro operations.
2. Removal of All City Improvement. Upon the expiration of this Agreement, of the license hereby granted, City shall quietly and peaceably surrender the Property in the same condition the Property was in at the time of City's entry thereon, except reasonable wear and tear. City will remove whatever improvements; personal property, equipment or other things (collectively "Improvements") placed by City on the Property hereunder and shall repair and restore any damage caused by its use of the Property or removal of the Improvements. If City fails to do so, Capital Metro may remove, at City's expense, any Improvement of City, or

anyone claiming it, remaining on Property. Capital Metro may, in its sole discretion, take possession of and appropriate to itself without payment to City, or anyone claiming it, any Improvements of City remaining on Property. City shall reimburse Capital Metro for all reasonable expenses, including legal costs and counsel fees, incurred by Capital Metro as a result of any failure by City to remove its property as set forth herein and to repair and restore any injury or damage to the Property to the extent caused by operations of City during its use.

(b) Capital Metro hereby authorizes the City to use the Property, to the extent agreed by the Parties, for the term of this Agreement, for the purposes of launching fireworks for **Liberty Fest 2013**. The City shall not suffer, allow or permit the Property to be damaged. The City shall clean the Property before and after said use to remove any litter, debris, signage, markings, pyrotechnic residue, graffiti, filth or other offensive material and to return the Property to the state such Property was in prior to use by the City.

(c) Taking into consideration circumstances and conditions beyond City's control, City will complete the clean up and maintenance of the Property on, or before, 6:00 a.m. July 5, 2013 or 6:00 a.m. July 7, 2013 (all times are based on Central Daylight Time - "CDT") if the alternate date is used. Failure to comply with this Section 1 in the manner and time required will result in the City reimbursing Capital Metro for all costs described in Section 5(b) below.

(d) The City will be liable for any and all damage to the Property arising from, or caused by, the City, its employees, officers, agents, and its contractors, including the pyrotechnic contractor.

Section 2. **Duration or Termination of Contract**.

(a) This Agreement will be executed as of the date of the last Party to sign (the "Execution Date"). This Agreement will become effective at 6:00 a.m. on July 4, 2013 and remain in place through July 7, 2013 ("Term"). City plans to launch fireworks on July 4, 2013, in the case of inclement weather (e.g. rain) July 6th, 2013 will serve as the alternate date for launching fireworks. If City launches fireworks on July 4, 2013, the July 6, 2013 alternate date will not be used by City. This Agreement may be terminated: (a) for cause in the event that either Party materially breaches the terms of this Agreement and fails to cure after notice and thirty (30) days to cure; (b) on thirty (30) days advance written notice by either Party to the other Party; or (c) if the City cancels the event.

(b) The City is obligated to determine the necessity for the alternate "rain date" by noon, CDT, July 4, 2013 and convey that determination in writing to Capital Metro no later than 2:00 p.m. July 4, 2013. Written notification of this determination may be perfected via email to the following email address with confirmation of receipt required: Steve.Roudebush@capmetro.org.

Section 3. **Rights and Duties of the City.** The City, its employees, officers, agents and contractors shall be permitted to utilize the Property for the Term of this Agreement for the purpose of launching fireworks for Liberty Fest 2013. The City shall:

(a) Have a right to ingress and egress the Property and use of the Property under the terms of this Agreement subject to the reasonable rules and regulations established by Capital Metro;

(b) Not discriminate against any person based on race, religion, creed, national origin, sex, disability or any other legally protected classification;

(c) Not convey, assign or otherwise subcontract this Agreement to any other person or entity without the express, written consent of Capital Metro;

(d) Not permit, suffer or allow any activities of the City to interfere with any other facilities or activities on the Property;

(e) Maintain risk pool insurance in the amount of $3,000,000.00 for each occurrence and require the pyrotechnic contractor to provide excess umbrella coverage in the amount of $5,000,000.00 to cover any incidents, injuries or occurrence related to the City's use of the Property, and provide Capital Metro with copies of certificates of insurance demonstrating compliance with this subsection prior to the date of the event;

(f) Pay the fees associated with this Agreement timely as provided in Section 5;

(g) Not permit any construction or alteration of any buildings or facilities which has not been expressly approved by Capital Metro;

(h) Provide safety, security, pedestrian and traffic control as agreed and described in Exhibit B that is hereby attached and made a part of this Agreement ("Site Safety, Security & Logistics Plan"); and

(i) Provide fire and EMS protection and personnel as agreed and described in Exhibit B.

Section 4. **Capital Metro's Rights and Duties.** Capital Metro agrees that for the sole consideration expressed herein, the City shall have use of the Property as described herein. Capital Metro shall not charge any additional rental or admission fees to the City except as provided in Section 5. Capital Metro shall:

(a) Not suffer, permit or allow the Property to be utilized in a manner inconsistent with City's Permitted Use of the Property for launching fireworks; and.

(b) Provide at least thirty (30) days written notice to the City should Capital Metro need to use the Property on either one or both dates the City is scheduled to use the Property as specified herein in Section 2(a).

Section 5. **Fees & Costs of Usage.**

(a) The City shall pay Capital Metro a fee of Ten Dollars ($10.00) for use the Property pursuant to this Agreement (the "Use Fee") within five (5) days of execution of this Agreement.

(b) The City shall reimburse Capital Metro any and all costs incurred by Capital Metro to complete the maintenance required of the City under Section 1(b) herein should the City fail to perform said maintenance in the manner and time stated herein and will remit said reimbursement within thirty (30) days of receipt of an invoice reflecting said costs along with documentation supporting the amount reflected in the invoice.

(c) Both Parties acknowledge any payment for performance or service owed in accordance with the terms of this Agreement are being made from current revenues available to the paying party.

Section 6. **Notices**. Any notice required or desired to be given under this Agreement shall be in writing and shall be personally delivered or given by mail, save and except Section 2(b) herein. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two hours from the time when notice was deposited in the United States mail (certified or registered, return receipt requested, postage prepaid), addressed to the Party to be served with a copy as indicated herein. Either Party may change its address for purposes of notice by giving notice of such change of address to the other Party.

To Capital Metro At: Capital Metropolitan Transportation Authority
2910 East Fifth Street
Austin, Texas 78702
Attention: Chief Counsel

To City At: City of Leander
P.O. Box 4319
Leander, Texas 78646
Attention: City Manager

Section 7. **Amendments & Changes.** No alteration, addition or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto executed by both Parties. Any and all agreements heretofore made, if any, between the Parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of the agreement between the Parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

Section 8. **Indemnity.** To the extent authorized by law, the City agrees to indemnify and hold harmless Capital Metro and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, or actions arising from or based upon intentional or negligent acts or omissions on the part of the City which may arise out of or result from City's occupancy or use of the Property or activities conducted in connection with or incidental to this Agreement.

Section 9. **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.

Section 10. **Prohibition of Exclusive Right**. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

Section 11. **Severability.** In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. However, if City's obligation to pay the fee set forth in Section 5 or any other payment due to be paid by the City pursuant to this Agreement is determined to be invalid or unenforceable, this Agreement shall terminate.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their officers thereunto duly authorized.

Capital Metropolitan Transportation Authority	**City of Leander**
By:_____	By:_____
Linda S. Watson President/CEO	Kent Cagle City Manager
Date:_____	Date:_____
Approved as to form:	Attest:
By:_____	By:_____
Shawn Jamail, Staff Attorney	Debbie Haile, City Secretary

EXHIBIT A - PROPERTY

Exhibit A - Site Map

EXHIBIT B - SITE SAFETY, SECURITY & LOGISTICS PLAN
(To be provided by Capital Metro)

USE PERMIT AGREEMENT

STATE OF TEXAS §
WILLIAMSON COUNTY §

THIS PROPERTY USE AGREEMENT (the "Agreement") is entered into on this ___ day of _____, 2013 by Hughes Capital Management, Inc. (the "Owner") and the City of Leander, a Texas home rule municipality (the "City"). Hereinafter sometimes referred to collectively as the Parties.

Whereas, the City wishes to use the property identified in Exhibit A that is hereby attached and made part of this Agreement and located in the outlined area noted as the "Festival Site" of the Site Map, Leander, Texas, (herein the "Property") for Liberty Fest 2013 ("Liberty Fest") to be open to the public on July 4, 2013 and for parking only on July 6, 2013 to observe fireworks if Liberty Fest is weathered out July 4, 2013; and

NOW, THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Agreement and for and in consideration of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. **Property Maintenance.** Owner hereby authorizes the City to use the Property, to the extent agreed by the Parties, for the term of this Agreement, for the purposes of hosting Liberty Fest. The City shall not suffer, allow or permit the Property to be damaged. The City shall clean the Property before and after each use to remove any litter, filth or other offensive material and to return the Property to the state such Property was in prior to use by the City. The City shall mow the Property, as needed before Liberty Fest.

Section 2. **Duration or Termination of Agreement**. This Agreement shall become effective on April 1, 2013 and shall continue in force until July 8, 2013 (the "Term"). This Agreement may be terminated: (a) for cause in the event that either Party materially breaches the terms of this Agreement and fails to cure after notice and thirty (30) days to cure; (b) on thirty (30) days advance written notice by either party to the other party; or (c) the City cancels the event.

Section 3. **Rights and Duties of the City.** The City, its employees, officers, agents, contractors, and invitees, shall be permitted to utilize the Property for the term of this agreement for the purpose of Liberty Fest. The City shall:

(a) Have a right to ingress and egress from the Property and use of the Property under the terms of this Agreement subject to the reasonable rules and regulations established by the Owner.

(b) Not discriminate against any person based on race, religion, creed, national origin, sex, disability or any other legally protected classification.

(c) Not convey, assign or otherwise subcontract this Agreement to any other person or entity without the express, written agreement of the Owner.

(d) Not permit, suffer or allow any activities of the City to interfere with any other facilities or activities on the Property.

(e) Maintain risk pool insurance in the amount of $3,000,000 for each occurrence, to cover any incidents, injuries or occurrence related to the City's use of the Property, and provide the Owner with copies of certificates of insurance demonstrating compliance with this subsection prior to the date of the event. Such insurance coverage shall name Owner as an additional insured. The City waives all rights against Owner for damages caused by any peril to the extent covered by insurance provided under the insurance requirements of this Agreement. City shall require similar waivers by subcontractors. All insurance policies required hereunder shall permit and recognize such waivers of subrogation.

(f) Pay the fees associated with this use permit timely as provided in Section 5.

(g) Not permit any construction or alteration of any buildings or facilities which has not been expressly approved by the Owner.

(h) Provide portable restroom facilities and hand washing stations for the duration of Liberty Fest, which facilities shall be removed prior to the end of the Term.

(i) Allow not-for-profit and for-profit vendors to sell food, beverage and other complimentary goods for the purpose of providing attendees with goods and services consistent with the purpose of the event.

(j) Provide temporary electrical service and water service.

(k) Provide security and traffic control as needed, during Liberty Fest.

(l) Provide fire and EMS personnel during Liberty Fest.

(m) Provide all labor, equipment and materials to set-up, hold, breakdown and clean-up Liberty Fest. The breakdown and clean-up of Liberty Fest shall begin immediately after the end of the event and shall be completed no later than July 8, 2013.

(n) Provide Owner recognition as a Grand Finale Sponsor on brochures, flyers and banners.

Section 4. **Owner's Rights and Duties.** The Owner agrees that for the sole consideration expressed herein, the City shall have use of the Property as described. The Owner shall not charge any additional rental or admission fees to the City except as provided in Section 5. The Owner shall:

(a) Not suffer, permit or allow the Property to be utilized in a manner inconsistent with the intended use as a location for sponsoring the event.

(b) Provide at least 30 days written notice to the City should the Owner need to use the Property on a date the City is scheduled to use the Property.

Section 5. **Fees and Costs of Usage.** The City shall pay the Owner a fee of Ten Dollars ($10.00) for use the Property pursuant to this Agreement (the "Use Fee") within five (5) days of execution of this Agreement.

Section 6. **Notices**. Any notice required or desired to be given under this Agreement shall be in writing and shall be personally delivered or given by mail. Any notice given shall be deemed to have been given when hand delivered or, if mailed, as of seventy-two hours from the time when notice was deposited in the United States mails (certified or registered, return receipt requested, postage prepaid), addressed to the party to be served with a copy as indicated herein. Either party may change its address for purposes of notice by giving notice of such change of address to the other party.

To Owner At:

Hughes Capital Management, Inc.
1301 Capital of Texas Hwy. – Suite A-300
Austin, TX 78746
Attn: Mike O'Neal

To City At:

City of Leander
P.O. Box 319
Leander, TX 78646
Attn: City Manager

Section 7. **Amendments and Changes.** No alteration, addition or amendment to the terms of this Agreement shall be made except by a formal written amendment hereto executed by both parties. Any and all agreements heretofore made, if any, between the parties regarding the subject matter of this Agreement have been reduced to writing and are contained herein. This Agreement states the sole and exclusive terms of the agreement between the parties regarding the subject matter of this Agreement, and any and all prior agreements, regarding such subject matter, not set forth herein are null and void.

Section 8. **Indemnity.** To the extent authorized by law, the City agrees to indemnify and hold harmless Owner and its officers, directors, agents, employees and representatives from and against all liability for any and all claims, suits, demands, and/or actions arising from or based upon intentional or negligent acts or omissions on the part of the City which may arise out of or result from City's occupancy or use of the Property and/or activities conducted in connection with or incidental to this Agreement.

Section 9. **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.

Section 10. **Prohibition of Exclusive Right**. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right.

Section 11. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. However, if City's obligation to pay the fee set forth in Section 5 or any other payment due to be paid by the City pursuant to this Agreement is determined to be invalid or unenforceable, this Agreement shall terminate.

IN WITNESS WHEREOF, the parties have executed this Agreement by their officers thereunto duly authorized and such Agreement is effective as of the first date indicated above.

OWNER: Hughes Capital Management, Inc.

By: _____
Lance R. Hughes
1301 Capital of Texas Hwy – Suite A-300
Austin, TX 78746

Attest:

By: _____
Name & Title: _____

CITY: City of Leander, Texas

By: _____
Kent Cagle, City Manager
P.O. Box 319
Leander, TX 78646

Attest:

By: _____
Debbie Haile, City Secretary

City of Leander

Executive Summary

April 18, 2013

Agenda Subject:	Zoning Case 13-Z-006: Hold a public hearing and consider action on the rezoning of eight parcels located at 10760, 10824, 10850, 10860, & 10870 E. Crystal Falls Parkway for 131.42 acres more or less; Parcels #R031199, R432785, R051457,R432778, R051458, R031205, R031204 and R031206. Currently, the property is zoned interim SFR-1-B (Single Family Rural), interim SFS-2-B (Single-Family Suburban), LI-3-D (Light Industrial). The property is proposed to be zoned GC-3-C (General Commercial), LC-1-C (Local Commercial), SFC-2-B (Single Family Compact), SFU-2-B (Single Family Urban), LC-2-B (Local Commercial), Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: John Avery, Jr. on behalf of Richard & Linda Davis, CS Leander I, Ltd., David & Mary Brown, Robert & Eva Jean Waley, and Cathy L. Cluck.
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission recommendation will be available at the meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Proposed Zoning Map 5. Letter of Intent 6. Ordinance 7. Minutes - Planning & Zoning Commission April 11, 2013
Prepared By:	Robin M. Griffin, AICP Planner 04/04/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-006
CRYSTAL FALLS PARKWAY

GENERAL INFORMATION

Owner: Richard & Linda Davis, CS Leander I, Ltd., David & Mary Brown, Robert & Eva Jean Waley, and Cathy L. Cluck

Current Zoning: Interim SFR-1-B (Single-Family Rural) upon the completion of annexation
Interim SFS-2-B (Single-Family Suburban)
LI-3-D (Light Industrial)

Proposed Zoning: GC-3-C (General Commercial)
LC-1-C (Local Commercial)
LC-2-B (Local Commercial)
SFU-2-B (Single-Family Urban)
SFC-2-B (Single Family Compact)

Size and Location: The subject property is located 10760, 10824, 10850, 10860, & 10870 E. Crystal Falls Parkway.

Staff Contact: Robin M. Griffin, AICP
Planner

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	Interim SFS-2-B	Wiley Middle School
EAST	SFC-2-B SFU-2-B	Established Single-Family Residential (Cold Springs)
SOUTH	OCL	Established Single-Family (Outside City Limits)
WEST	GC-2-A Interim SFR-1-B	Undeveloped Commercial Undeveloped Single-Family Residential (recently annexed)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

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 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.

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 COMPONENTS:

TYPE 1:

Features: Accessory buildings greater of 5% of primary building or 120 sq. ft.; 150% of standard landscaping; pedestrian scale signage and lighting; scale of buildings limited; mansion style multi-family; at least eighty-five percent (85%) of multi-family units are required to have at least one enclosed garage parking space; alley access to SFL and SFT; accessory dwellings for SFT and SFE.

Intent:

(1) The Type 1 site component is intended to be utilized typically for non-residential or multi-family developments that have frontage on a local residential street or residential collector street and are bounded by single-family development on at least one side. This component is also intended to be utilized for single-family and two-family residential lots backing up to or siding to a major thoroughfare.

(2) This component ensures that development will not have site intensive uses or large buildings and will ensure that development is designed to a form and scale that is compatible with residential neighborhoods.

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 COMPONENTS:

TYPE B:

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

Intent:

(1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.

(2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.

(3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.

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

TYPE C (non-residential only):

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

Intent:

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

(2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.
(3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Plan for future development that is compatible with existing residential neighborhoods.

ANALYSIS:

The applicant is proposing a mixed development project including single-family and a small amount of general and local commercial. This property was part of a large involuntary annexation that was completed on January 17, 2013. The property is located to the east of the Global Village project that was recently annexed. There is an approved concept plan associated with Global Village that provides for various commercial uses. The property is located to the west of the Cold Springs neighborhood which includes existing homes and homes under development.

The GC (General Commercial) use component allows for the development of small to large scale commercial, retail and commercial service uses located in high traffic areas. with access from an arterial street. In this situation, access will be provided to the site from E. Crystal Falls Parkway, an arterial street. The current location of the proposed GC would be a continuation of the existing Global Village zoning. The existing GC zoning to the west along E. Crystal Falls Parkway is currently combined with the Type 2 site component and a Type A architectural component.

The proposed Type 3 site component associated with the GC use component permits the use of the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings. Permitted outdoor uses include:

- Outdoor Display (limited 30% of the gross floor area of the primary structure)
- Outdoor Storage (limited 20% of the gross floor area of the primary structure)
- Outdoor Fuel Sales
- Overhead Commercial Doors
- Drive-Through Lanes (also permitted in Type 2)

The Type 3 site component permits a wider range of outdoor uses that may be more suitable at major intersections. It may be appropriate to continue the more restrictive Type 2 site component and Type A architectural component to the proposed property as well.

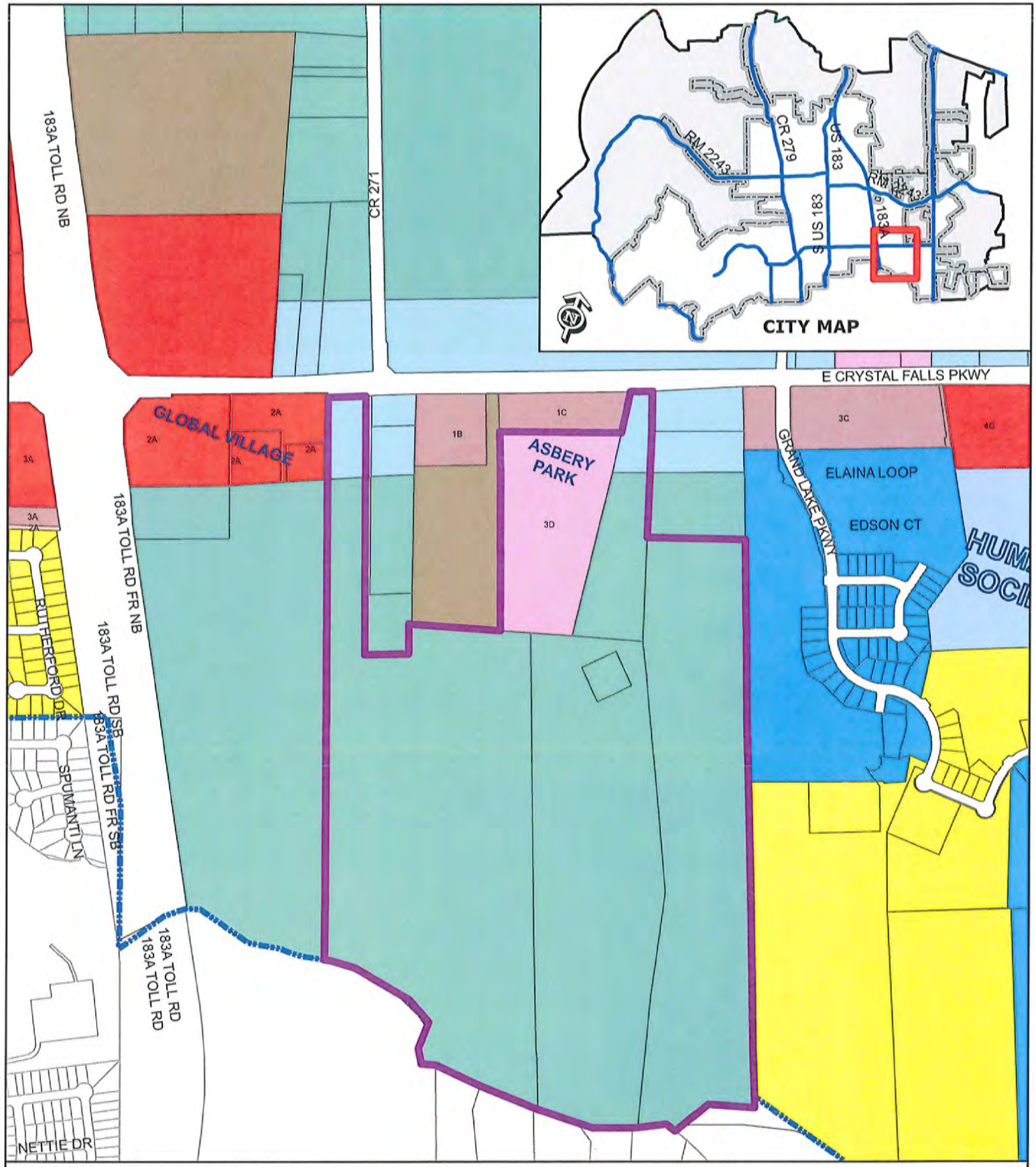
The LC (Local Commercial) use component allows for the development of small scale, limited impact commercial, retail, personal services, and office uses located in close proximity to their primary customers. The proposed location of the LC use component provides a transition between the proposed residential and E. Crystal Falls Parkway. The property to the east is interim zoned SFR-1-B (Single-Family Rural) and SFS-2-B (Single-Family Suburban). This zoning was established upon annexation of the property.

The proposed Type 2 site component associated with the LC use component does not permit outdoor storage, outdoor display, outdoor fuel sales, or overhead commercial service doors. Building size is limited to 40,000 gross square feet for individual users and a single building cannot exceed 60,000 gross square feet.

The SFC (Single-Family Compact) and SFU (Single-Family Urban) use component will continue the existing residential zoning located to the east. These use components permits the following lot size minimums:

Use	Interior Lots			Corner Lots		
Component	Area	Width	Depth	Area	Width	Depth
SFC	5,500 sq. ft.	50'	105'	6,500 sq. ft.	60'	105'
SFU	7,200 sq. ft.	60'	110'	8,000 sq. ft.	70'	110'

The Comprehensive Plan Update establishes development nodes throughout the City of Leander. A small portion of this property is located within a Town Center node at the intersection of US 183A and E. Crystal Falls Parkway. The Town Center node is approximately one mile in radius and encourages density and a mix of uses including apartments, condominiums, major commercial, major retail, office and employment centers. This node plan encourages densities at major intersections and is not a requirement.



ZONING CASE 13-Z-006

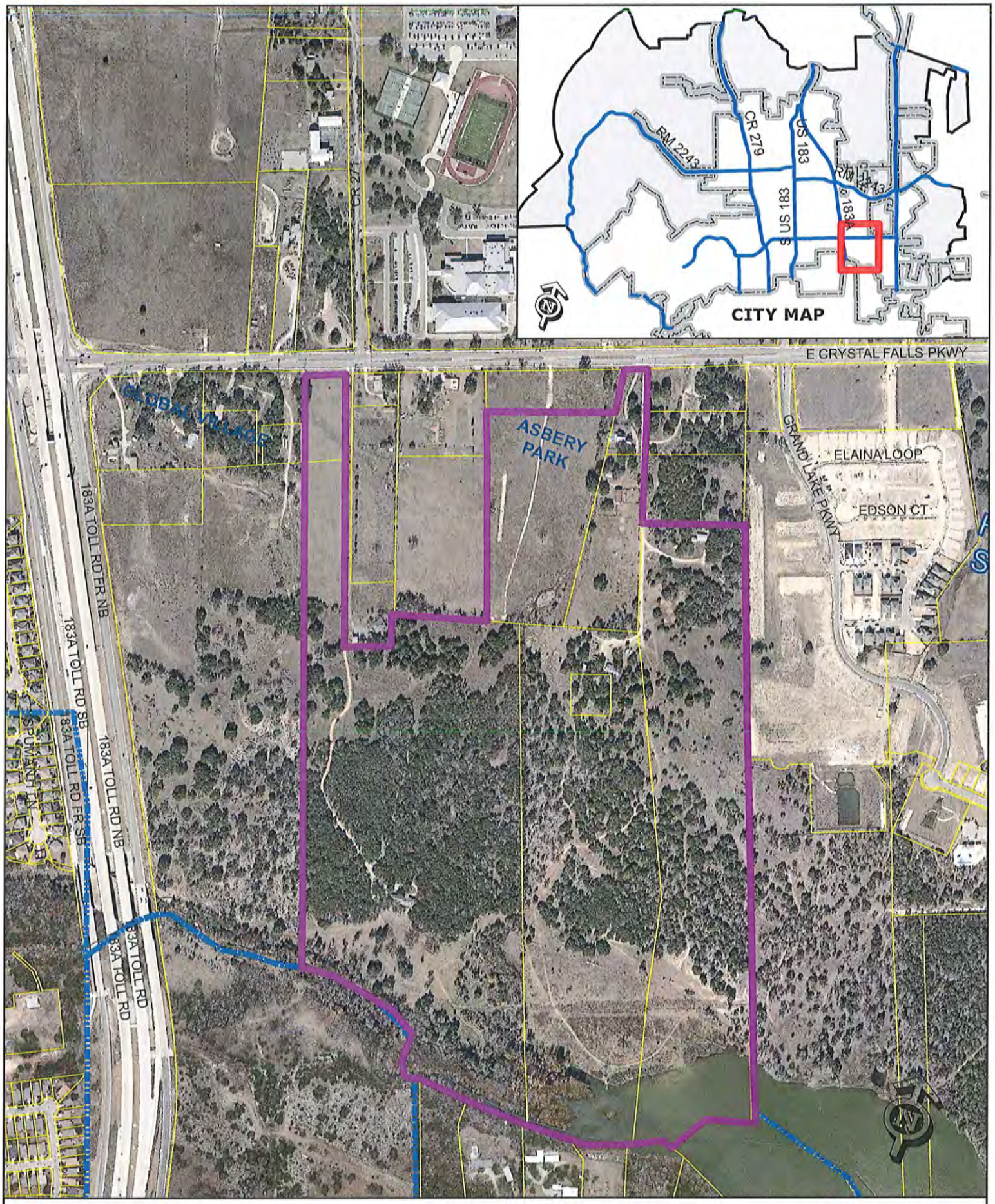
Attachment #2

Current Zoning Map
Crystal Springs
East Crystal Falls Pkwy

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

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

0 200 400
Feet

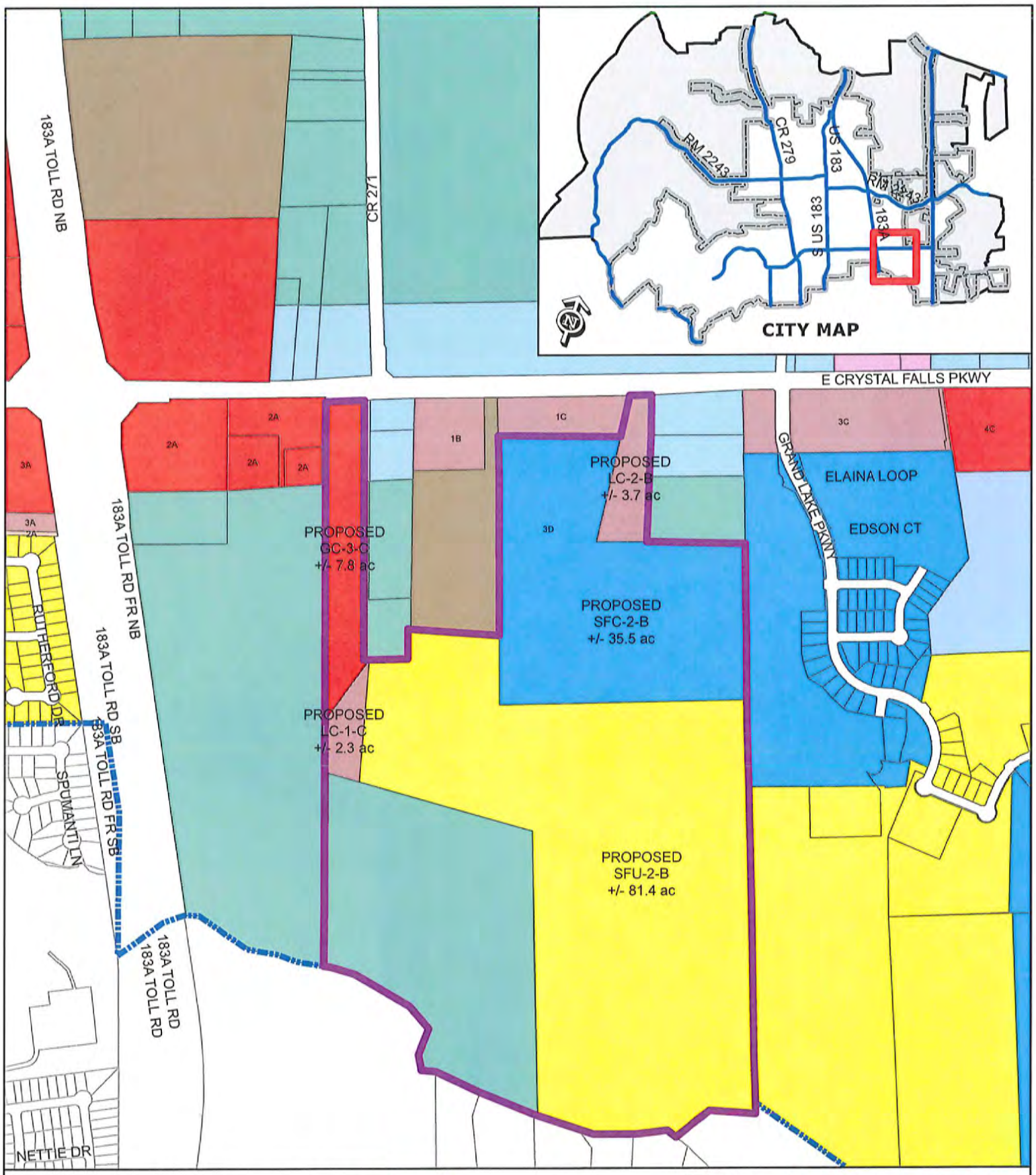


ZONING CASE 13-Z-006 Attachment #3

Subject Property

Aerial Exhibit - Approximate Boundaries
Crystal Springs - East Crystal Falls Pkwy

0 200
Feet



ZONING CASE 13-Z-006

Attachment #4

Propsoed Zoning Map
Crystal Springs
East Crystal Falls Pkwy

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

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

0 200 400
Feet

John Avery Jr
1508 South Lamar
Austin, TX
March 8, 2013

Robin Griffin
Planner
City of Leander
104 N. Brushy Street
Leander, TX 78646

RE: Crystal Springs – Zoning Application – Letter of Intent

Dear Ms. Griffin:

This 'Letter of Intent' is in regards to the 130 Acres located approximately in between 10760 E. Crystal Falls Pkwy and 10850 E. Crystal Falls Pkwy, and more accurately depicted on the enclosed maps.

In January of 2013 Trine Devco, through an affiliated entity (CS Leander I, Ltd.) purchased the 17.26 Acre Asbery Property. In addition to the Asbery Property Trine Devco has the rights to purchase a portion of the Davis property, a portion of the Brown Property, the Cluck Property and the Waley Property, as shown on the zoning application maps. Trine Devco desires to develop these properties in a cohesive manner reflective of a well designed master planned community; one which takes full advantage of the open space provided by the inundation easement of the SCS Lake at the southern boundary of the property.

The majority of the zoning request is for Single Family Residential Uses (SFC and SFU). It is our intent to provide a variety of housing types and lot sizes. The commercial uses requested are in keeping with adjacent property zoning along Crystal Falls Parkway. One exception to this is the narrow portion of the Davis Tract requested to be zoned General Commercial (GC) and Local Commercial (LC). Trine Devco has been diligent in working with the City and adjacent landowners to draft an agreed upon alignment of the extension of County Road 271. The requested zoning of the Davis Tract is in anticipation of the CR 271 extension.

We look forward to working with the City of Leander Staff, Planning and Zoning Commission, and the City Council on this application.

If I can answer any questions or be of any assistance please do not hesitate to contact me.

Sincerely,

John Avery, Jr.

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A PARCEL OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL), INTERIM SFS-2-B (SINGLE-FAMILY SUBRUBAN), AND LI-3-D (LIGHT INDUSTRIAL) TO GC-3-C (GENERAL COMMERCIAL), LC-1-C (LOCAL COMMERCIAL), SFC-2-B (SINGLE-FAMILY COMPACT), SFU-2-B (SINGLE-FAMILY URBAN), LC-2-B (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

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

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

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

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

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

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

Section 3. Rezoned property. The Zoning Ordinance is hereby amended by changing the zoning district for a parcel located at 10760, 10824, 10850, 10860, & 10870 E. Crystal Falls Parkway. The property is approximately 131.42 acres more or less in size and includes parcels #R031199, R432785, R051457, R432778, R051458, R031205, R031204, and R031206. These parcels are hereby zoned GC-3-C (General Commercial), LC-1-C (Local Commercial), SFC-2-B (Single Family Compact), SFU-2-B (Single Family Urban), and LC-2-B (Local Commercial); Leander, Williamson County, Texas. (See Exhibit A).

Section 4. 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 5. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 18th day of April, 2013.
FINALLY PASSED AND APPROVED on this the 2nd day of May, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

Executive Summary

April 18, 2013

Agenda Subject: Subdivision Case #12-CP-008: Hold a public hearing and consider action on the Kittie Hill Concept Plan for 145.26 acres more or less; WCAD Parcel #R031635; generally located approximately 1,300 feet to the northwest of the intersection of Ronald W. Reagan and Hero Way, Williamson County Texas.

Background: This request is the first step in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the concept plan satisfies the applicable regulations without requesting any variances that require approval of the Planning & Zoning Commission.

Origination: Applicant/Agent: Alex Clarke P.E. with Longaro & Clarke on behalf of Denford Aviation Services Inc.

Financial Consideration: None

Recommendation: Staff recommends approval of the concept plan. This concept plan proposes approximately 500 single-family residential lots and 7 park lots. This proposal meets all of the requirements of the Subdivision Ordinance. The Planning & Zoning Commission recommendation will be available at the meeting.

Attachments:

1. Concept Plan
2. Minutes - Planning & Zoning Commission April 11, 2013

Prepared By: Robin M. Griffin, AICP
Planner
04/04/2013

KITTIE HILL - CONCEPT PLAN

ATTACHMENT #1

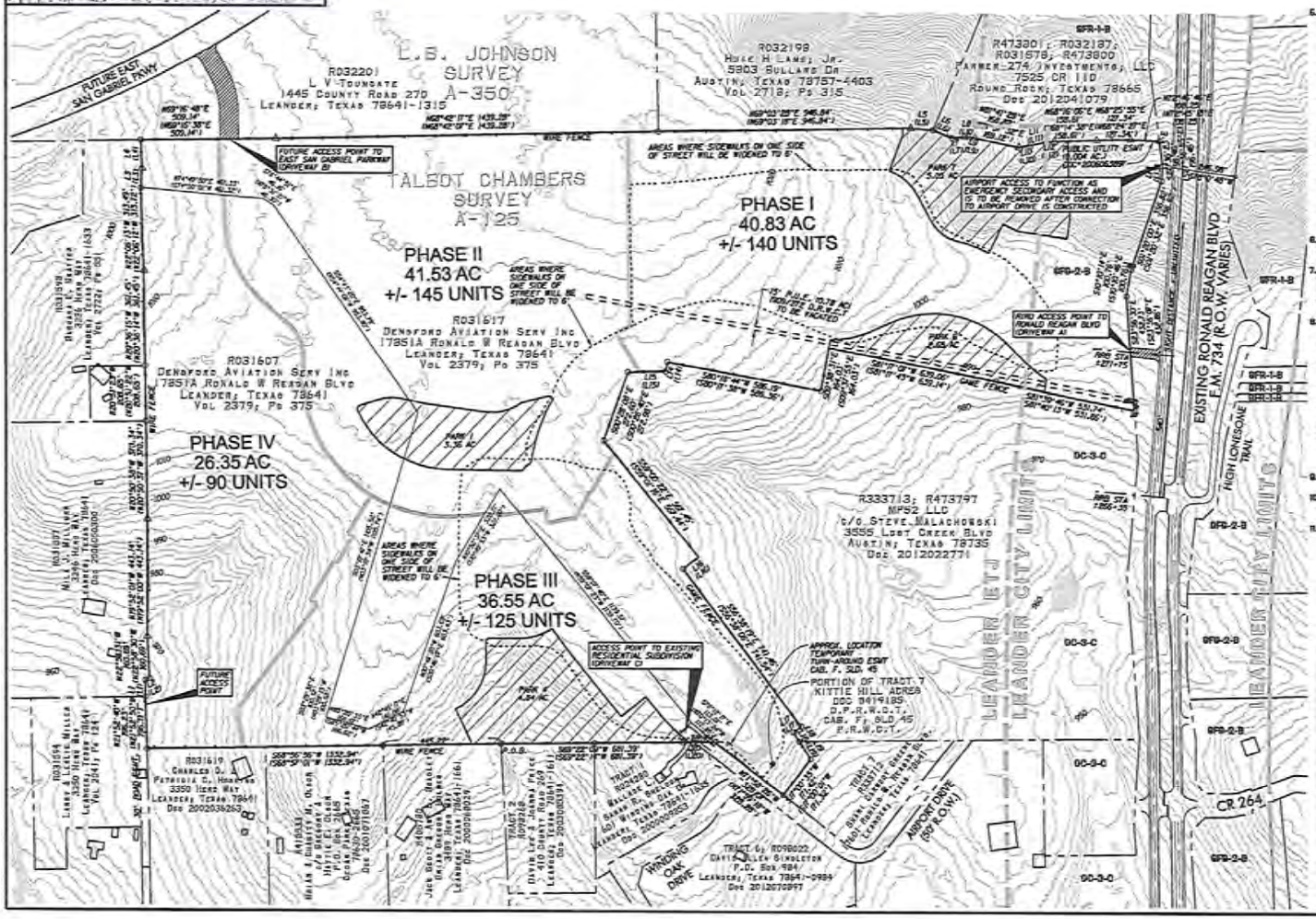
OWNER OF RECORD:
DENSFORD AVIATION SERVICES INC.
ATTN: CHARLES F. DENSFORD, JR.
506 RIVERVIEW DRIVE
GEORGETOWN, TEXAS 78629
(512) 930-4777

DEVELOPER:
BAIZER INTEREST, INC.
ATTN: JOHN LOHR
2313 LAKE AUSTIN BLVD.
AUSTIN, TEXAS 78703
(512) 467-9888
(512) 477-7267 FAX

SURVEYOR:
LANDESIGN SERVICES INC.
ATTN: JOSEPH BEAVERS, RPLS
555 ROUND ROCK WEST DRIVE
BUILDING D, SUITE 170
ROUND ROCK, TX 78681
(512) 238-7901

LAND PLANNER:
PHARIS DESIGN
ATTN: STEFAN PHARIS
2625 SOUTH LAMAR, #4
AUSTIN, TEXAS 78704
(512) 853-9682
(866) 858-6946 FAX

ENGINEER:
LONGARO & CLARKE
ATTN: ALEX G. CLARKE, PE
3839 BEE CAVE ROAD, SUITE 150
AUSTIN, TEXAS 78746
(512) 306-0228
(512) 306-0338 FAX



NOTES:

1. SUBMITTAL DATE: OCTOBER 15, 2012
2. A DEVELOPMENT AGREEMENT FOR THE KITTIE HILL SUBDIVISION ADDRESSING ANNEXATION, LAND USE AND UTILITY SERVICE WITH THE CITY OF LEANDER HAS BEEN APPROVED ON _____.
3. THE PROPOSED KITTIE HILL CONSISTS OF 146.28 ACRES OF SINGLE FAMILY DEVELOPMENT COMPRISING APPROXIMATELY 500 SINGLE FAMILY LUE'S AND 4671 TRIPS PER DAY PURSUANT TO THE TIA PREPARED BY HDR DATED OCTOBER 8, 2012.
4. THERE ARE NO FEMA FLOODPLAINS LOCATED ON THIS TRACT PURSUANT TO MAP NO. 48491C0425E, DATED SEPTEMBER 26, 2008.
5. PARK PLAN SUMMARY
   OPTION FIVE - PRIVATELY OWNED AND MAINTAINED PARKS, PARKLAND DEDICATION AND FEE IN LIEU
   500 Dwelling Units / 100 x 0.5 = 17.50 Acres
   500 Dwelling Units x $500 = $175,000
   NOTE: All proposed park improvements will meet City Park & Facility Equipment Standards and U.S. Consumer Products Safety Commission - Publication 325

Phase	Lots	Required Parkland	Proposed Parkland	Park #	Dedication for Slopes > 15% or Floodplain Acreage	Average Grade	Parkland Acreage Required (Actual)	Parkland Fee-in-lieu Value	Parkland Improvement Fee Expenditures	Proposed Facility
I	140	8.25 ac.	8.0 ac.	6,7	0.25 ac.	7.00 ac.	4.24	$127,204.00	$127,000.00	Playscape, picnic tables, trail
II	145	8.57 ac.	4.00 ac.	1,2	0 ac.	5.00 ac.	(3.57)	$(106,500.00)	$127,000.00	Playscape, sports field, trail
III	125	7.37 ac.	6.49 ac.	3,4	0.62 ac.	4.00 ac.	2.45	$73,500.00		Trail/Lookout
IV	90	5.30 ac.	0 ac.		0 ac.		(5.30)	$(159,000.00)		
Totals	500	17.5 ac.	18.71 ac.		0.87 ac.	16.00 ac.	(1.13)	$(33,796.00)	$255,000.00	

   SUMMARY
   Fee-in-lieu for parkland deficit due to City: $33,796
   Developer to spend all min. improvement fees on private parks.
6. THE PROPOSED SUBDIVISION COMPLIES WITH THE TRANSPORTATION CRITERIA MANUAL STREET DESIGN STANDARDS.
7. SECONDARY ACCESS MUST BE PROVIDED FOR PROJECTS THAT EXCEED 30 SINGLE FAMILY LOTS. THE EXISTING AIRPORT ACCESS WILL BE USED AS THE SECONDARY ACCESS UNTIL SUCH TIMES AS A CONNECTION TO AIRPORT DRIVE/WINDING OAK DRIVE IS CONSTRUCTED SUBJECT TO FIRE DEPARTMENT APPROVAL.
8. TIA NOTES:
   A. THE DEVELOPER SHALL, AT THE TIME OF FINAL PLAT APPROVAL, PAY THE DEVELOPMENTS PRORATED SHARE OF A EIGHT TURN LANE ON SOUTHBOUND RONALD REAGAN BLVD AT HERO WAY.
   B. INSTALL A STOP SIGN AT THE NORTHBOUND APPROACH OF WINDING OAK TRAIL AT AIRPORT DRIVE.
   C. DRIVEWAY A SHALL BE A MINIMUM OF 30-FOOT CROSS SECTION WITH ONE INBOUND AND ONE OUTBOUND LANE.
   D. DRIVEWAY B SHALL BE CONSTRUCTED TO A MINIMUM 36-FOOT CROSS SECTION WITH ONE INBOUND LANE AND TWO OUTBOUND LANES.
   E. DRIVEWAY C SHALL BE CONSTRUCTED TO AIRPORT DRIVE.
   F. THE WIDTH OF WINDING OAK DRIVE AND AIRPORT DRIVE SHALL BE EXPANDED FROM APPROXIMATELY 22' TO 27' IN WIDTH FROM THE KITTIE HILL CONNECTION POINT DOWN TO CR 269.
9. AN 8' SIDEWALK ALONG RONALD REAGAN BLVD IS REQUIRED.
10. THE FINAL 30% OF THE SUBDIVISION CANNOT BE DEVELOPED UNTIL DRIVEWAY B TO FUTURE SAN GABRIEL/WINDSOR CONNECTION IS MADE.
11. DEVELOPMENT SUMMARY

	PHASE/ YEAR ACREAGE				
	I/ 2014 40.83 AC	II/ 2015 39.92 AC	III/ 2016 36.55 AC	IV/ 2017 26.48 AC	TOTALS 146.28 AC
60' x 120' Lots/ LUE	23	78	-	193	296
50' x 120' Lots/ LUE	93	81	29	-	180
70' x 120' Lots/ LUE	12	-	33	-	45
TOTALS	68	159	62	193	500

RECORD INFORMATION

NUMBER	DIRECTION	DISTANCE
L1	N69°41'08"W	62.72'
L2	N43°25'15"E	17.20'
L3	N16°43'25"W	74.55'
L4	N22°33'12"W	125.96'
L5	N74°03'07"E	84.53'
L6	S86°58'08"E	77.95'
L7	N62°48'33"E	45.73'
L8	N72°00'13"E	17.47'
L9	N80°39'55"E	23.31'
L10	N60°56'49"E	39.12'
L11	N57°46'48"E	64.79'
L12	N63°38'37"E	30.84'
L13	S15°09'44"E	55.83'
L14	S09°17'07"E	36.58'
L15	S69°48'48"W	142.07'
L16	S33°46'25"W	74.75'
L17	S33°16'35"W	34.80'
L18	S52°04'56"E	39.91'
L19	S51°39'00"E	81.12'
L20	S69°17'45"W	120.34'

NUMBER	DIRECTION	DISTANCE
(L1)	N69°41'07"W	62.72'
(L2)	N43°25'11"E	17.20'
(L3)	N16°43'25"W	74.55'
(L4)	N22°33'49"W	125.95'
(L5)	N74°03'58"E	84.64'
(L6)	S86°55'22"E	78.05'
(L7)	N62°46'37"E	45.80'
(L8)	N73°30'41"E	17.62'
(L9)	N79°52'22"E	23.02'
(L10)	N61°19'49"E	38.36'
(L11)	N59°46'27"E	64.78'
(L12)	N63°37'44"E	30.98'
(L13)	S15°08'15"E	55.83'
(L14)	S09°52'30"E	36.64'
(L15)	S69°53'43"W	142.09'
(L16)	S33°46'51"W	74.75'
(L17)	S33°16'09"W	34.77'
(L18)	S51°59'07"E	39.98'
(L19)	S51°40'29"E	81.00'
(L20)	S69°17'51"W	120.34'

KITTIE HILL
CONCEPT PLAN

STATE OF TEXAS
ALEX G. CLARKE
65100
LICENSED
PROFESSIONAL ENGINEER

LONGARO & CLARKE
Consulting Engineers
Land Development & Stormwater Management & Water Resources
3839 Bee Cave Road - Suite 150 - Austin, Texas 78746
(512) 306-0228 - www.LongaroClarke.com - TBPE Reg. No. F-2344

City of Leander

Executive Summary

April 18, 2013

Agenda Subject:	Special Use Permit Case #13-SU-001: Hold a public hearing and consider action on a Special Use Permit for a temporary parking lot associated with the model home complex, located at 2233 Grand Lake Parkway; legally described as Lot 9, Block M, Cold Springs Section 1, Leander, Williamson County, Texas.
Background:	This request is the second step in the approval of a Special Use Permit.
Origination:	Applicant: Agent Brent Baker (Vice President of Land) on behalf of Pulte (Stephen Teodecki).
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission recommendation will be available at the meeting.
Attachments:	1. Planning Analysis 2. Zoning Map 3. Aerial Map 4. Letter of Intent 5. Proposed Site Plan 6. Ordinance 7. Minutes - Planning & Zoning Commission April 11, 2013
Prepared By:	Robin M. Griffin, AICP Planner 04/04/2013

PLANNING ANALYSIS

SPECIAL USE PERMIT CASE 13-SU-001
2233 GRAND LAKE PARKWAY

GENERAL INFORMATION

Owner: Pulte (Stephen Teodecki)

Agent: Brent Baker (Vice President of Land)

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

Size and Location: The subject property is located at 2233 Grand Lake Parkway, generally located to the west of the intersection of Grand Lake Parkway and Ronald W. Reagan Boulevard.

Staff Contact: Robin M. Griffin, AICP
Planner
City of Leander, Texas

ABUTTING ZONING AND LAND USE:

The table below lists the abutting zoning and land uses.

	ZONING	LAND USE
NORTH	SFU-2-B	Undeveloped Land Zoned for Single-Family
EAST	SFU-2-B	Undeveloped Land Zoned for Single-Family
SOUTH	SFU-2-B	Undeveloped Land Zoned for Single-Family
WEST	SFU-2-B	Undeveloped Land Zoned for Single-Family

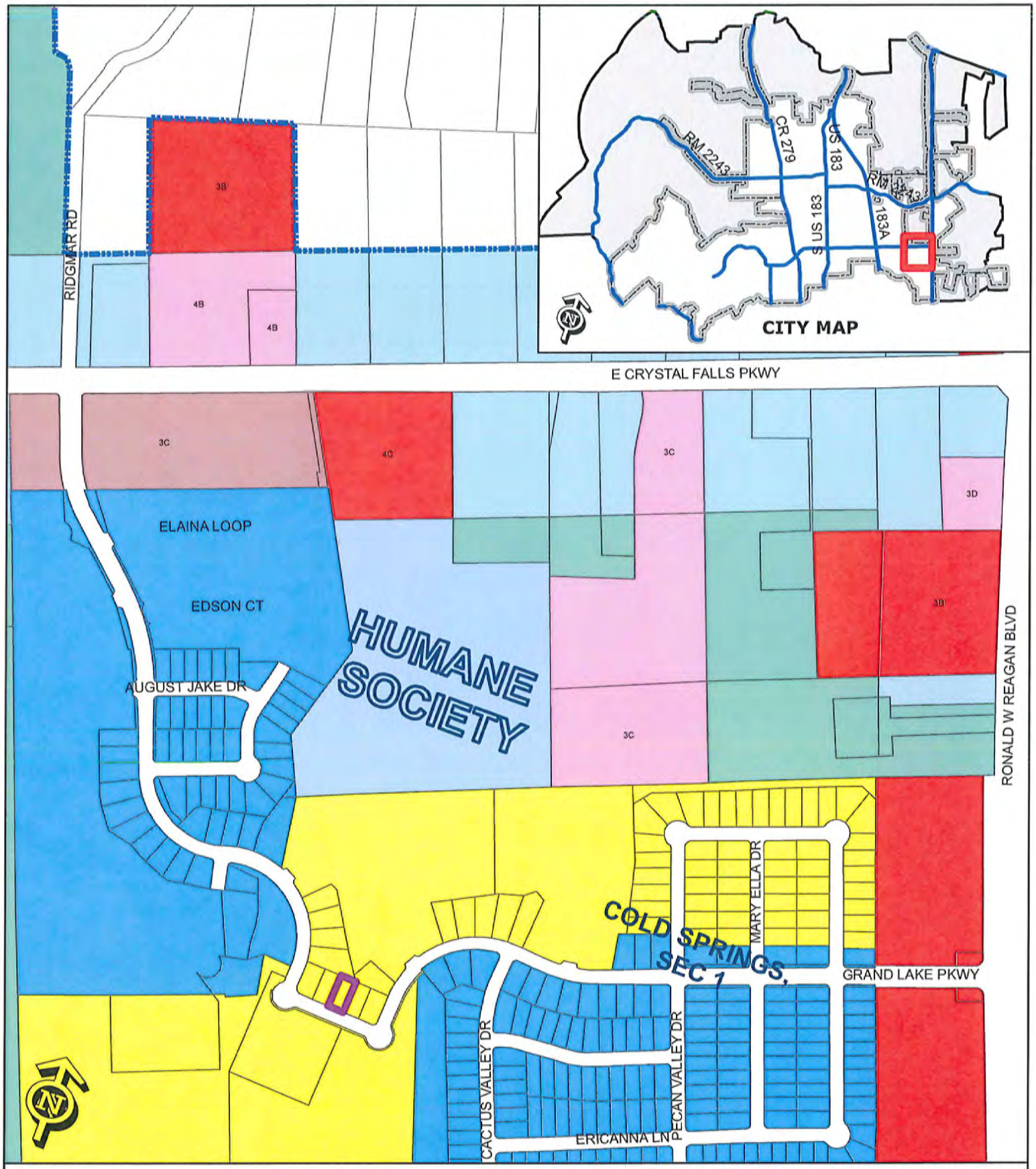
ANALYSIS:

Uses permitted in a zoning district are classified in two ways. The first type of use is what is referred to as a use permitted by right. A use permitted by right is allowed in the specified zoning district(s) provided that the property owner complies with specified building and site requirements. The second type of use is what is referred to as a special use. A special use permit allows for certain land uses in a given zoning district and generally requires more review by the Planning and Zoning Commission and City Council in order to ensure the compatibility of the proposed use with the surrounding land uses.

The applicant is requesting a temporary parking lot in order to provide parking for their model home complex. This parking lot will offer a safer option for existing residents and potential home buyers. At a later date, the paved area will be removed and a home will be built.

Staff recommends approval of this special use permit with the following conditions:

1. The parking lot will comply with the Composite Zoning Ordinance landscaping requirements.
2. The parking lot will be removed within five years.



SPECIAL USE PERMIT CASE 13-SU-001

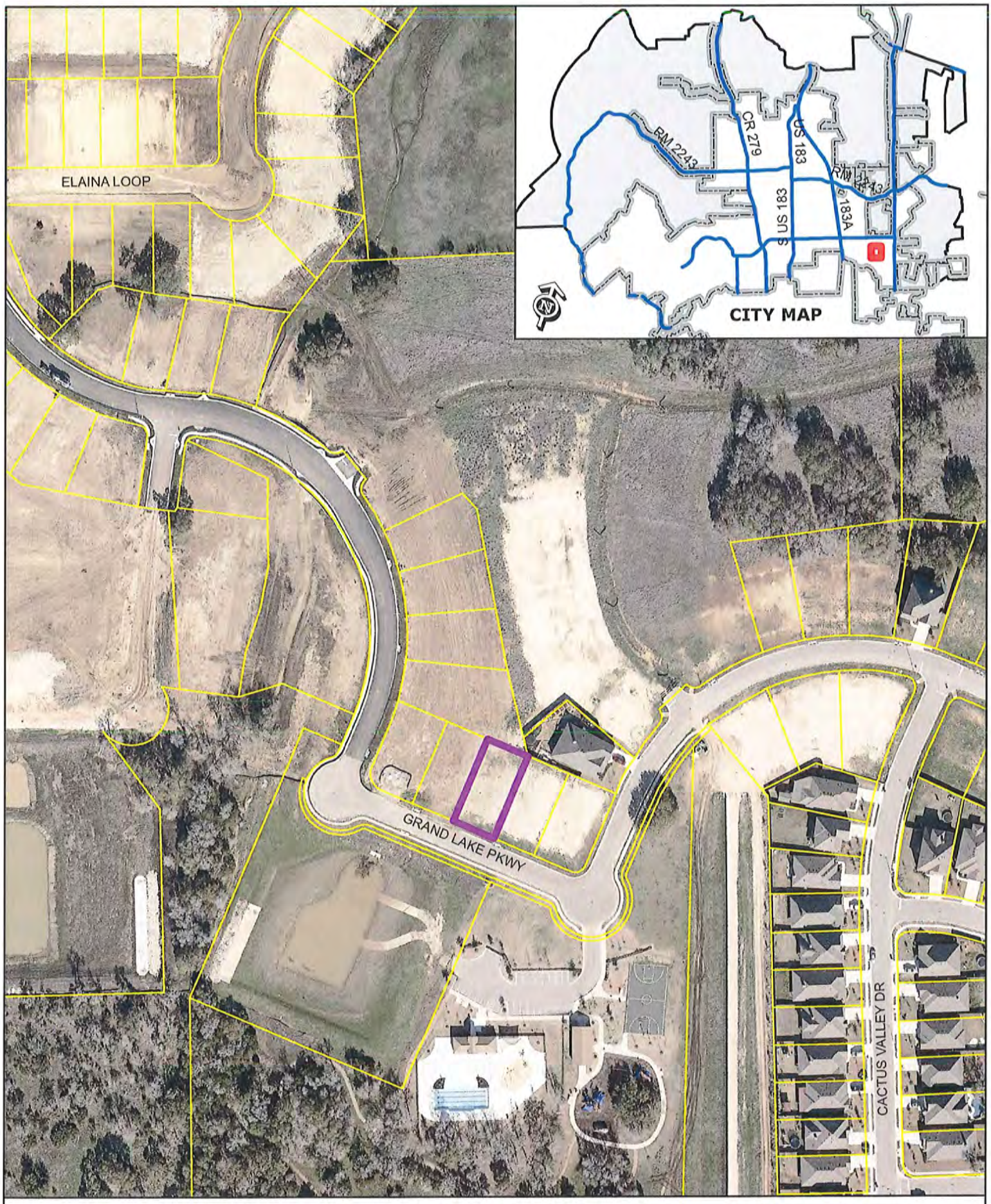
Attachment #2

Current Zoning Map
2233 Grand Lake Pkwy
Temporary Model Home Parking Lot

Subject Property

0 200 400
Feet

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



SPECIAL USE PERMIT CASE 13-SU-001 Attachment #3

Subject Property

Aerial Exhibit - Approximate Boundaries
Cold Springs Temporary Parking Lot - 2233 Grand Lake Pkwy

0 200
Feet

ATTACHMENT #4

PulteGroup

January 28, 2013

Pulte Homes is requesting permission to build a parking lot on a residential lot within our Cold Springs project. This lot will service the new model homes and make it safer for the residents of Leander. It will be removed at a later date and replaced with a single family home.

Sincerely

Brent Baker
Vice President, Pulte Group

LEGEND

- WOOD FENCE
- WIRE FENCE
- CHAIN LINK FENCE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- B.L. BUILDING LINE
- IRF IRON ROD FOUND
- CGS COTTON GIN SPINDLE
- HF PROPERTY MARKER NOT FOUND
- POWER POLE
- OVERHEAD ELEC. LINE
- DOWN GUY
- FIRE HYDRANT
- W WW WATER/WASTEWATER
- SL STREET LIGHT
- 468.39 AGP ELEVATION
- DRAINAGE DIRECTION ARROW
- E ELECRTIC RISER
- TRANSFORMER
- TV TELEVISION RISER
- TPH TELEPHONE RISER
- GAS GAS RISER

ALL EASEMENTS OF RECORD AS INDICATED ON THE MOST RECENT TITLE RUN (DATED: 06/28/2007, CONDUCTED BY STEWART TITLE COMPANY) FOR THIS PROPERTY ARE SHOWN ON THIS SITE PLAN.

PURSUANT TO ORDINANCE NO. _____ THE PARKING LOT WILL BE REMOVED WITHIN FIVE YEARS.

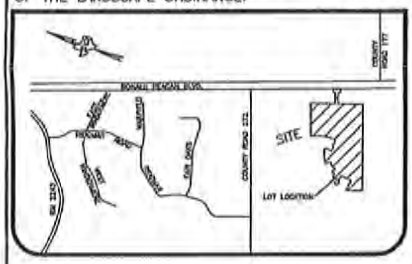
SCALE: 1" = 20'

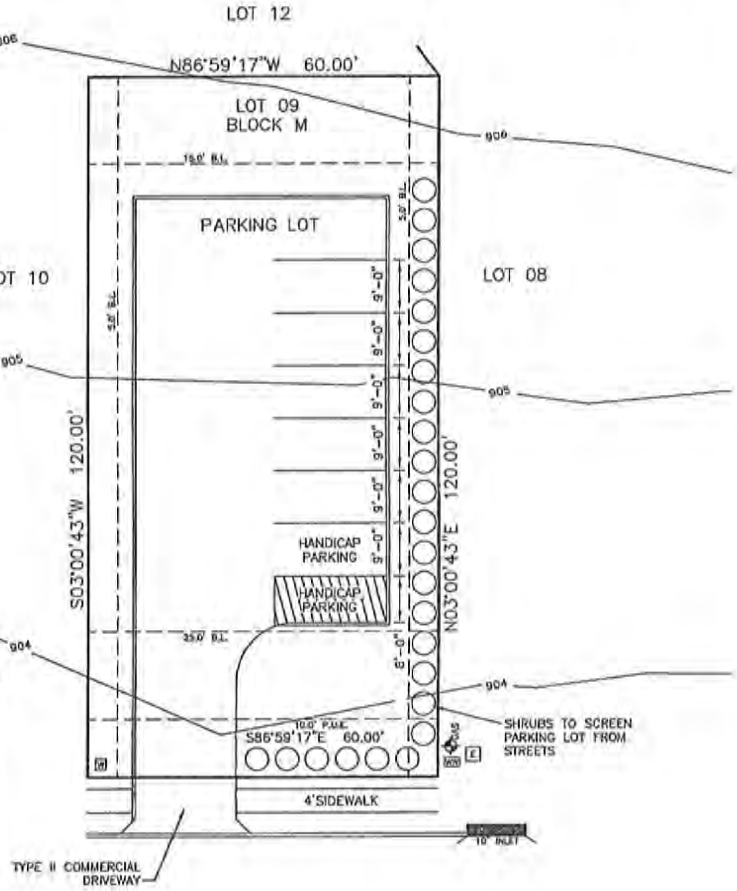
ALL SITE UTILITY LINES ARE PROPOSED TO BE LOCATED UNDERGROUND.

EXTERIOR LIGHTING SHALL BE SHIELDED SUCH THAT THE LIGHT SOURCE IS NOT DIRECTLY VISIBLE FROM THE PUBLIC ROW OR ADJACENT RESIDENTIAL DISTRICTS OR USES AT THE PROPERTY LINE. UNSHEILDED "WALL PACK" LIGHTING IS NOT PROPOSED.

AL CLAWSON DISPOSAL, INC. SHALL BE THE SOLE PROVIDER OF WASTE HAULING FOR THIS SITE BOTH DURING AND AFTER CONSTRUCTION.

THE DEVELOPER AND SUBSEQUENT OWNER OF THE LANDSCAPED PROPERTY, OR THE MANAGER OR AGENT OF THE OWNER, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE AREAS. SAID AREAS SHALL BE MAINTAINED SO AS TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE AT ALL TIMES AND SHALL BE KEPT FREE OF REFUSE AND DEBRIS. ALL PLANTED AREAS SHALL BE PROVIDED WITH AN AUTOMATIC IRRICATION SYSTEM AND WATERED AS NECESSARY TO ENSURE CONTINUOUS HEALTHY GROWTH AND DEVELOPMENT. MAINTENANCE SHALL INCLUDE THE REPLACEMENT OF ALL DEAD PLANT MATERIAL IF THAT MATERIAL WAS USED TO MEET THE REQUIREMENTS OF THE LANDSCAPE ORDINANCE.





LOT COVERAGE

LOT AREA	7200.0	SQFT
MAX COVERAGE	N/A	SQFT
FOUNDATION		SQFT
FOUNDATION-FILL		CUYD
FOUNDATION-CONCRETE		YRDS
LIVING-1ST FLR		SQFT
GARAGE		SQFT
PORCH		SQFT
COVERED PATIO		SQFT
CONCRETE PATIO		SQFT
INNERWALK		SQFT
DRIVEWAY	3879.88	SQFT
A/C PAD		SQFT
TOTAL LOT COVERAGE	3879.88	SQFT
% OF LOT	53.8	%
BALANCE-LOT COVERAGE	N/A	SQFT

Property Owner Name(s): Centex Homes c/o Pulte Homes
Address: 12301 B Riata Trace Prkwy. bldg 2, Austin, TX 78727
Acreage: .16529
Legal Description: Cold Springs Sec. 1 block M Lot 9
Land Use Summary: Label square footage of building(s) for each land use & number of units if multi-family
Parking Spaces Required: n/a structures 3880 sq.ft. temp.parking Spaces Required: 1-temporary parking lot
Date:
Person Preparing Plan: Steve Radke
Address: Same as above
Phone: 512-532-3376
Engineer: Stanley Consultants
Address: 6636 Austin Center Blvd. Ste.350, Austin TX 78731
Phone:
Agent:
Address:
Phone:

Phone:
City/State/zip:
Total Impervious Cover: 3880 sq.ft.
Property Address: 2233 Grand Lake Parkway
Company:
City/State/Zip:
Fax:
Company:
City/State/Zip:
Fax:
Company:
City/State/Zip:
Fax:

Jim Bechtol, Director of Development Services — Date

Wayne S. Watts, P.E., City Engineer — Date

Steve Bosak, Director of Parks and Recreation — Date

Captain Joshua Davis, Fire Inspector/Investigator — Date

CUSTOMER SIGN OFF
FIELD MANAGER
SALES COUNSELOR
SDSD CHECKED BY
DATE CHECKED

OPT. FENCE LENGTH: N/A
STD. FENCE LENGTH: 0.0

CUSTOMER: TEMPORARY PARKING LOT

ADDRESS	SUBDIVSION	BLOCK	LOT	DATE	
2233 GRAND LAKE PARKWAY	COLD SPRINGS SEC 01	M	09	9/1/2011	SSR
JOB NUMBER	PLAN			SPEC SHEET DATE	
4423-13009					

Pulte Homes
CENTRAL TEXAS DIVISION
12301 RIATA TRACE PARKWAY, BLDG 2
AUSTIN, TEXAS 78727
PH 512/795-0170 FAX 512/532-3304

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY APPROVING A SPECIAL USE PERMIT FOR A TEMPORARY PARKING LOT ASSOCIATED WITH THE MODEL HOME COMPLEX ON ONE PARCEL OF LAND; 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. Special Use Permit. The Special Use Permit is hereby approved for a temporary parking lot associated with the Model Home Park for the property located at 2233 Grand Lake Parkway, legally described as Lot 9, Block M, Cold Springs Section One Subdivision. The Special Use Permit is hereby approved with the following conditions: 1) the parking lot will comply with the Composite Zoning Ordinance landscaping requirements and 2) the parking lot will be removed within five (5) years; Leander, Williamson County, TX (See Exhibit A).

Section 4. 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 5. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 18th day of April, 2013.
FINALLY PASSED AND APPROVED on this the 2nd day of May, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

Executive Summary

April 18, 2013

a. Public Hearing: on an Ordinance Establishing Construction Zone Speed Limits of 30 MPH for CR 179 from Reagan Boulevard to CR 175. The purpose of this public hearing is to elicit citizen comments concerning the proposed establishment of construction zone speed limits of 30 MPH for CR 179 from Reagan Boulevard to CR 175

b. Action: on Consideration of an Ordinance Establishing Construction Zone Speed Limits of 30 MPH for CR 179 from Reagan Boulevard to CR 175

Background: The current speed limit is 40 mph for all segments of CR 179 proposed in this action. CR 179 is a two lane and is not part of the State highway system. All segments of CR 179 from Reagan Boulevard to CR 175 are currently under construction as the roadway is improved and widened from two lanes to a roadway with two travel lanes, a center turn lane, and bike paths along each side of the roadway. Due to the ongoing roadway construction and complaints received from the construction contractor that traffic has been traversing the marked and signed construction zones at unreasonable and unsafe rates of travel thereby endangering the construction workers and the traveling public, the establishment of construction zone speed limits is an appropriate and necessary safety measure. The proposed construction zone speed limit for CR 179 from Reagan Boulevard to CR 175 is 30 mph.

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

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

Recommendation: Staff requests approval of the proposed ordinance setting construction zone speed limits on CR 179.

Attachments: Proposed Ordinance

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, PROVIDING FOR THE ERECTION OF TRAFFIC CONTROL SIGNS AND FOR PRIMA FACIE SPEED LIMITS IN CONSTRUCTION ZONES; ESTABLISHING CONSTRUCTION SPEED ZONES; DEFINING "SPEEDING IN A CONSTRUCTION ZONE" AND "SPEEDING IN A CONSTRUCTION ZONE WHILE WORKERS ARE PRESENT" AND FIXING A PENALTY THEREFORE; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTIONS HEREUNDER; SUSPENDING CONFLICTING ORDINCANCES; AND PROVIDING EFFECTIVE DATE, SEVERABILITY, AND OPEN MEETINGS CLAUSES.

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

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

Whereas, the City Engineer for the City has presented evidence of a construction zone along a street that is not part of the state highway system where construction, maintenance and/or repairs are in progress as well as evidence from the Contractor in that area that traffic has been traveling at a rate of speed higher than reasonable and/or safe around and near such construction zone, together with the recommendation concerning the installation and erection of speed control sign noting a Construction Speed Zone;

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

Whereas, Texas Transportation Code Section 545.356, further provides that a municipality is authorized to alter prima facie speed limits pursuant to an engineering and traffic investigation that justifies such alteration;

Whereas, the Texas Transportation Commission's "Procedures for Established Speed Zones" indicates in Section 2 pertaining to Construction Regulation and Advisory Speeds that "On sections of highway under construction, speed studies and other studies normally made in determining speeds to be posted for a regulatory speed zone are not required. In selecting the speeds to be posted, however, consideration should be given to safe stopping sight distances, construction equipment crossings, the nature of the

construction project, and any other factors which affect the safety of the traveling public and construction workers.

Whereas, to the extent that any areas are two lane, undivided roads, pursuant to Section 545.356(b-1), Texas Transportation Code, the governing body of a municipality, for a highway or a part of a highway in the municipality that is not an officially designated or marked highway or road of the state highway system, may declare a lower speed limit of not less than 25 miles per hour, if the governing body determines that the prima facie speed limit on the highway is unreasonable or unsafe;

Whereas, it is the opinion of the City Council of the City that it is in the best interests of the City to authorize, based upon the advice of the Chief of Police and the City Engineer to designate construction and maintenance zones on City streets, to lower the speed limits in such zones when special hazards exist or to conduct or obtain an engineering and traffic investigation when necessary; and

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

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

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

Section 2. Traffic Control Speed Signs. The City Council hereby orders and directs that the traffic speed zone signs hereinafter set forth in Section 3 be placed, installed and erected at the locations designated, and that each such sign and device be hereafter maintained and enforced by the City. The signs indicate the prima facie speed limit in the direction facing the sign.

Section 3. Temporary Prima Facia Speed and Construction Speed Zone. It is hereby determined that the temporary prima facie maximum construction speed limit on those portions of CR 179 as more clearly shown on Exhibit "A," attached hereto and incorporated herein for all purposes, routed in the City Limits of Leander, where construction, maintenance or repairs are in progress, is as hereinafter stated, which prima facie maximum construction speed limit shall be effective when so signed.

Construction Speed Zone: CR 179 from Reagan Boulevard to CR 175

a. **For East Bound Traffic**. The prima facie maximum construction zone speed limit from the intersection of CR 179 and Reagan Boulevard to the

intersection of CR 179 and CR 175, a distance of approximately one and four tenths (1.4) miles, shall be **thirty (30) miles per hour**.

b. **For West Bound Traffic**. The prima facie maximum construction zone speed limit from the intersection of CR 179 and CR 175 to the intersection of CR 179 and Reagan Boulevard, a distance of approximately one and four tenths (1.4) miles, shall be **thirty (30) miles per hour**.

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

Section 5. Suspension of Previous and/or Conflicting Ordinances. This ordinance shall suspend any ordinance or parts of ordinances, that are in conflict with this ordinance until the completion and/or acceptance of Bagdad North Street and Drainage Improvements. Upon the City Council's formal acceptance of the Bagdad North Street and Drainage Improvements, this ordinance shall cease to be effective and the previous speed zones shall immediately be reinstated as the correct speed zone of the portions modified in Section 3.

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

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

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

PASSED AND APPROVED on this the _____ day of April, 2013.

ATTEST

The City of Leander, Texas

_____

Debbie Haile, City Secretary

_____

Christopher Fielder, Mayor

Executive Summary

April 18, 2013

Council Agenda Subject: Consider Dedication and Acceptance of Subdivision Infrastructure Improvements for Crystal Crossing, Phase 2, and Crystal Crossing, Phase 1, Drainage Swale

Background: The subdivision infrastructure improvements required for Crystal Crossing, Phase 2, and Crystal Crossing, Phase 1, Drainage Swale 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 April 18, 2013, which will provide warranty and maintenance coverage for the infrastructure improvements through April 18, 2015. 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 Crystal Crossing, Phase 2, and Crystal Crossing, Phase 1, Drainage Swale.

Attachments: 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

GARRETT-IHNEN
CIVIL ENGINEERS

12007 Technology Blvd., Ste. 150
Austin, TX 78727

512.454.2400
866.512.4423

ENGINEER'S CONCURRENCE LETTER
FOR FINAL INSPECTION AND ENGINEERING RELEASE

Date: **March 25, 2013**

Project Name: **Crystal Crossing Subdivision Improvements – Phase 2**

On this date, March 15, 2013, I, the undersigned professional engineer made a final visual inspection of the above referenced project. I also have visited the site during construction and observed that the site grading, drainage structures and filtration pond were constructed per the approved plans, with insignificant deviation. I, therefore, verify the adequate completion of the project as per the As-built project plans.

Signature:

STATE OF TEXAS
STEVEN L. IHNEN
81976
REGISTERED
PROFESSIONAL ENGINEER

3-25-13

By: _____

Steven L Ihnen, P.E.
Texas Registration Number – 81976
TBPE Firm #F-630

Bond No. 1959417

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that DNT Construction, LLC as Principal, whose address is 2300 Picadilly Rd., Round Rock, TX 78664 and The Hanover Insurance Company a Corporation organized under the laws of the State of 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 Nineteen Thousand Two Hundred Sixty One & 31/100's Dollars ($ 119,261.31) 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 Crystal Crossing Phase 2- Streets, Drainage, Water, Wastewater and Phase 1 Swale Improvements (*insert description of subdivision improvements*) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 20th day of February, 2013.

DNT Construction, LLC	The Hanover Insurance Company
Principal	Surety
By:	By:
Title: Dean Tomme, Vice President	Title: John W. Schuler, Attorney-in-fact
Address:	Address:
2300 Picadilly Rd	10375 Richmond Ave, Ste. 1050
Round Rock, TX 78664	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)

Bond No. 1959417

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, Tom Mulanax and/or Stephen R. Smith

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 **28th** day of **June 2012**.

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

Robert Thomas, Vice President

Joe Brenstrom, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **28th** day of June 2012 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

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

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

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

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

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

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 20th day of Feb. 20 13.

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

Glenn Margosian, Vice President

Texas Complaint Notice

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.

APPLICATION AND CERTIFICATE FOR PAYMENT/ DNT Construction

TO (OWNER):
KB Homes
10800 Pecan Park Blvd, Suite 200
Austin, TX 78758

PROJECT:
Crystal Crossing Phase 2

APPLICATION NO: 4

PERIOD TO: 12/17/2012

Distribution	
	$49,546.31
$	4,954.63
$	44,591.68

DNT Construction
P O Box 6210
Round Rock, Texas 78683

ENGINEER
Garrett-Ihnen Civil Engineers
3600 West Parmer Lane, Suite 212
Austin, TX 78727

DNT CONSTRUCTION
INVOICE NO **10-12-1283-4**

CONTRACT DATE:

CHANGE ORDER SUMMARY			
Change orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
	TOTAL	$0.00	$0.00
Approved this Month			
Number	Date Approved		
1	28-Nov-12	$67,370.00	$0.00
2			
3			
4			
	TOTALS	$67,370.00	$0.00
Net change by Change Orders		$67,370.00	

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

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

1 **ORIGINAL CONTRACT SUM**		$1,098,622.66
2 **Net change by Change Orders**		$67,370.00
3 **CONTRACT SUM TO DATE**		$1,165,992.66
4 **TOTAL COMPLETED & STORED TO DATE** (Column G on J703)		$ 733,431.56
5 **Retainage:**		
a. 10 % of Cpt Wk (Column D + E on J703)	$73,343.16	
b. _10_% of Stored Mtl (Column F on J703)	$ -	
Total Retainage (Line 5a + 5b or (Total in Column 1 of J703)		$73,343.16
6 **TOTAL EARNED LESS RETAINAGE** (Line 4 less 5 Total)		$660,088.40
7 **LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificates)		$615,496.72
8 **CURRENT PAYMENT DUE**		$44,591.68
9 **BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)		$505,904.26

CONTRACTOR: DNT CONSTRUCTION

By: _____ Date: 12/12/12
Project Manager

State of: TEXAS County of: TRAVIS
Subscribed and sworn to before me this 12th day of December/ 2012
Notary Public: Yvonne C. Escobedo
My Commission expires: 5/14/2016

Yvonne C Escobedo
My Commission Expires
05/14/2016

ENGINEER CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED
(Attach explanation if amount certified differs from the amount applied for.)
ENGINEER
By: _____ Date: 2/6/13

STEVEN L. IHNEN
61076
REGISTERED PROFESSIONAL ENGINEER

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

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: 0

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: 4
PROGRESS PAYMENT PERIOD: 12/17/2012

EROSION CONTROL IMPROVEMENTS						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE		AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	Stabilized Construction Entrance	1	EA	$	735.75	$735.75	1.00	0.00	1.00	$735.75	$735.75	$0.00	100%
2	Silt Fence	3448	LF	$	2.13	$7,344.24	3448.00	0.00	3448.00	$7,344.24	$7,344.24	$0.00	100%
3	Inlet Protection	18	EA	$	65.40	$1,177.20	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
4	Tree Protection	628	LF	$	2.18	$1,369.04	628.00	0.00	628.00	$1,369.04	$1,369.04	$0.00	100%
5	Rock Berm	40	LF	$	14.04	$561.60	40.00	0.00	40.00	$561.60	$561.60	$0.00	100%
6	Earth Berm	515	LF	$	6.68	$3,440.20	515.00	0.00	515.00	$3,440.20	$3,440.20	$0.00	100%
7	Remove Existing Earth Berm	960	LF	$	2.14	$2,054.40	960.00	0.00	960.00	$2,054.40	$2,054.40	$0.00	100%
8	Revegetate ROW Only	3989	SY	$	1.24	$4,946.36	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
						$21,628.79				$15,505.23	$15,505.23	$0.00	72%

STREET IMPROVEMENTS						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE		AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	Mobilization	1	LS	$	74,194.90	$74,194.90	0.80	0.05	0.85	$63,065.67	$59,355.92	$3,709.75	85%
2	Clear and Grub Site as Shown on Plans	4	AC	$	1,673.38	$6,693.52	4.00	0.00	4.00	$6,693.52	$6,693.52	$0.00	100%
3	Clear and Grub Lots	10	AC	$	1,673.38	$16,733.80	10.00	0.00	10.00	$16,733.80	$16,733.80	$0.00	100%
4	Street Excavation/Embankment	8710	CY	$	1.80	$15,678.00	8710.00	0.00	8710.00	$15,678.00	$15,678.00	$0.00	100%
5	Placing Surplus on Lots (No Grading Plan)	10468	CY	$	1.37	$14,341.16	10468.00	0.00	10468.00	$14,341.16	$14,341.16	$0.00	100%
6	Subgrade Preparation	10762	SY	$	1.04	$11,192.48	0.00	5200.00	5200.00	$5,408.00	$0.00	$5,408.00	48%
7	8" Limestone Base	7655	SY	$	4.59	$35,136.45	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
8	1 5" HMAC	5812	SY	$	6.39	$37,138.68	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
9	10" Limestone Base	3107	SY	$	5.97	$18,548.79	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
10	2" HMAC	2419	SY	$	8.52	$20,609.88	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
11	Curb and Gutter	4563	LF	$	10.05	$45,858.15	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
12	ADA Ramps	14	EA	$	807.40	$11,303.60	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
13	Concrete Valley Gutter	3	EA	$	4,404.67	$13,214.01	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
14	Concrete Sidewalk	150	LF	$	14.84	$2,226.00	0.00	32.00	32.00	$474.88	$0.00	$474.88	21%
15	Street Name Signs/Stop Sign	14	EA	$	513.00	$7,182.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
16	Barricade	2	EA	$	1,182.50	$2,365.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
17	Standard PEC Street Lights	6	EA	$	2,700.00	$16,200.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
						$348,616.42				$122,395.03	$112,802.40	$9,592.63	35%

DRAINAGE IMPROVEMENTS						CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE		AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	6" French Drain	260	LF	$	23.82	$6,193.20	260.00	0.00	260.00	$6,193.20	$6,193.20	$0.00	100%
2	18" RCP	256	LF	$	27.75	$7,106.56	256.00	0.00	256.00	$7,106.56	$7,106.56	$0.00	100%
3	24" RCP	544	LF	$	35.19	$19,143.36	544.00	0.00	544.00	$19,143.36	$19,143.36	$0.00	100%
4	30" RCP	436	LF	$	46.36	$20,212.96	436.00	0.00	436.00	$20,212.96	$20,212.96	$0.00	100%
5	36" RCP	345	LF	$	59.85	$20,648.25	345.00	0.00	345.00	$20,648.25	$20,648.25	$0.00	100%
6	42" RCP	436	LF	$	78.80	$34,356.80	436.00	0.00	436.00	$34,356.80	$34,356.80	$0.00	100%
7	48" RCP	142	LF	$	95.51	$13,562.42	142.00	0.00	142.00	$13,562.42	$13,562.42	$0.00	100%
8	Connect to Storm Structures	5	EA	$	875.51	$4,377.55	5.00	0.00	5.00	$4,377.55	$4,377.55	$0.00	100%
9	7x4 Box Culvert	58	LF	$	255.35	$14,810.30	58.00	0.00	58.00	$14,810.30	$14,810.30	$0.00	100%
10	5x4 Box Culvert	134	LF	$	208.93	$27,996.62	134.00	0.00	134.00	$27,996.62	$27,996.62	$0.00	100%
11	5' Manholes	2	EA	$	4,157.59	$8,315.18	2.00	0.00	2.00	$8,315.18	$8,315.18	$0.00	100%
12	4' Manholes	1	EA	$	1,556.27	$1,556.27	1.00	0.00	1.00	$1,556.27	$1,556.27	$0.00	100%
13	10x10 Junction Box	1	EA	$	10,364.17	$10,364.17	1.00	0.00	1.00	$10,364.17	$10,364.17	$0.00	100%
14	15' Curb Inlet	5	EA	$	4,792.04	$23,960.20	5.00	0.00	5.00	$23,960.20	$23,960.20	$0.00	100%
15	10' Curb Inlet	7	EA	$	3,455.09	$24,185.63	7.00	0.00	7.00	$24,185.63	$24,185.63	$0.00	100%
16	4x4 Grate Inlet	1	EA	$	2,079.76	$2,079.76	1.00	0.00	1.00	$2,079.76	$2,079.76	$0.00	100%
17	3x3 Grate Inlet	5	EA	$	1,693.99	$8,469.95	5.00	0.00	5.00	$8,469.95	$8,469.95	$0.00	100%
18	24" Sloping Headwall	1	EA	$	1,278.64	$1,278.64	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
19	36" Temporary Sloping Headwall	1	EA	$	1,811.59	$1,811.59	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
20	7x4 Headwall	2	EA	$	15,030.26	$30,060.52	0.00	1.50	1.50	$22,545.39	$0.00	$22,545.39	75%
21	Remove Existing 10' Inlet	1	EA	$	1,139.38	$1,139.38	1.00	0.00	1.00	$1,139.38	$1,139.38	$0.00	100%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: 0

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: 4
PROGRESS PAYMENT PERIOD: 12/17/2012

22	Repair Existing Pavement	67	SY	$ 21.69	$1,453.23	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
23	Channel/Swale Excavation & Embankment	1,490	CY	$ 5.50	$8,195.00	1490.00	0.00	1490.00	$8,195.00	$8,195.00	$0.00	100%
24	Reveg Channel/Swale	2,663	SY	$ 1.27	$3,382.01	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
25	Concrete Riprap (per TxDOT detail)	1,589	SY	$ 63.23	$100,472.47	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
26	Trench Safety	2,351	LF	$ 1.09	$2,562.59	2351.00	0.00	2351.00	$2,562.59	$2,562.59	$0.00	100%
					$397,694.61				$281,781.54	$259,236.15	$22,545.39	71%

WASTEWATER IMPROVEMENTS					CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	8" SDR 26 PVC (All Depths)	2259	LF	$ 15.80	$35,692.20	2259.00	0.00	2259.00	$35,692.20	$35,692.20	$0.00	100%
2	Double Services	27	EA	$ 713.33	$19,259.91	27.00	0.00	27.00	$19,259.91	$19,259.91	$0.00	100%
3	Single Services	6	EA	$ 520.54	$3,123.24	6.00	0.00	6.00	$3,123.24	$3,123.24	$0.00	100%
4	Standard Manhole	15	EA	$ 2,685.04	$40,275.60	15.00	0.00	15.00	$40,275.60	$40,275.60	$0.00	100%
5	Tie to Existing Stub	2	EA	$ 395.88	$791.76	2.00	0.00	2.00	$791.76	$791.76	$0.00	100%
6	Trench Safety	2259	LF	$ 1.09	$2,462.31	2259.00	0.00	2259.00	$2,462.31	$2,462.31	$0.00	100%
					$101,605.02				$101,605.02	$101,605.02	$0.00	100%

WATER IMPROVEMENTS					CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	12" PVC C-900	713	LF	$ 42.77	$30,495.01	713.00	0.00	713.00	$30,495.01	$30,495.01	$0.00	100%
2	8" PVC C-900	1701	LF	$ 27.18	$46,233.18	1701.00	0.00	1701.00	$46,233.18	$46,233.18	$0.00	100%
3	Fire Hydrant Assembly	4	EA	$ 3,004.11	$12,016.44	4.00	0.00	4.00	$12,016.44	$12,016.44	$0.00	100%
4	12" Gate Valve	2	EA	$ 1,826.15	$3,652.30	2.00	0.00	2.00	$3,652.30	$3,652.30	$0.00	100%
5	8" Gate Valve	7	EA	$ 1,136.12	$7,952.84	7.00	0.00	7.00	$7,952.84	$7,952.84	$0.00	100%
6	Single Services	6	EA	$ 792.37	$4,754.22	6.00	0.00	6.00	$4,754.22	$4,754.22	$0.00	100%
7	Double Services	27	EA	$ 991.08	$26,759.16	27.00	0.00	27.00	$26,759.16	$26,759.16	$0.00	100%
8	8" Wet Connection	1	EA	$ 634.07	$634.07	0.00	1.00	1.00	$634.07	$0.00	$634.07	100%
9	12" Wet Connection	1	EA	$ 819.22	$819.22	0.00	1.00	1.00	$819.22	$0.00	$819.22	100%
10	Trench Safety	2414	LF	$ 0.55	$1,327.70	2414.00	0.00	2414.00	$1,327.70	$1,327.70	$0.00	100%
					$134,644.14				$134,644.14	$133,190.85	$1,453.29	100%

MATERIAL/SUB PRICING INCREASES					CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	Fuel	11395	GAL	$ 1.13	$12,876.35	7350.00	1000.00	8350.00	$9,435.50	$8,305.50	$1,130.00	73%
2	12" PVC Water Pipe	713	LF	$ 5.68	$4,049.84	713.00	0.00	713.00	$4,049.84	$4,049.84	$0.00	100%
3	8" PVC Water Pipe	1701	LF	$ 2.65	$4,507.65	1701.00	0.00	1701.00	$4,507.65	$4,507.65	$0.00	100%
4	8" PVC Wastewater Pipe	2259	LF	$ 0.79	$1,784.61	2259.00	0.00	2259.00	$1,784.61	$1,784.61	$0.00	100%
5	18" RCP	256	LF	$ 4.14	$1,059.84	256.00	0.00	256.00	$1,059.84	$1,059.84	$0.00	100%
6	24" RCP	544	LF	$ 5.20	$2,828.80	544.00	0.00	544.00	$2,828.80	$2,828.80	$0.00	100%
7	30" RCP	436	LF	$ 6.32	$2,755.52	436.00	0.00	436.00	$2,755.52	$2,755.52	$0.00	100%
8	36" RCP	345	LF	$ 9.69	$3,343.05	345.00	0.00	345.00	$3,343.05	$3,343.05	$0.00	100%
9	42" RCP	436	LF	$ 21.40	$9,330.40	436.00	0.00	436.00	$9,330.40	$9,330.40	$0.00	100%
10	48" RCP	142	LF	$ 24.22	$3,439.24	142.00	0.00	142.00	$3,439.24	$3,439.24	$0.00	100%
11	Limestone Base	4516	TNS	$ 0.60	$2,709.60	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
12	1" Crushed Rock	3737	TNS	$ 0.85	$3,176.45	3737.00	0.00	3737.00	$3,176.45	$3,176.45	$0.00	100%
13	6" Curb and Gutter	4563	LF	$ 1.40	$6,388.20	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
14	1.5" Asphalt	5812	SY	$ 1.73	$10,054.76	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
15	2.0" Asphalt	2419	SY	$ 2.32	$5,612.08	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
16	Aggregate Hauling	8253	TNS	$ 0.03	$247.59	5000.00	0.00	5000.00	$150.00	$150.00	$0.00	61%
					$74,163.98				$45,860.90	$44,730.90	$1,130.00	62%

BONDS					CONTRACT	PREVIOUS	QTY	QTY	COST	PREVIOUS	COST THIS	%
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	THIS EST.	TO DATE	TO DATE	COST	ESTIMATE	
1	2 yr 10% Maintenance Bond	1	LS	$ 3,455.00	$3,455.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
					$3,455.00				$0.00	$0.00	$0.00	0%

DNT CONSTRUCTION MONTHLY PROGRESS PAYMENT

CONTRACT: 0

CONTRACTOR: DNT CONSTRUCTION
P O Box 6210
Round Rock, Texas 78683

PROGRESS PAYMENT NO: 4
PROGRESS PAYMENT PERIOD: 12/17/2012

PHASE 1 SWALE												
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Swale Excavation	1165	CY	$ 3.30	$3,844.50	1165.00	0.00	1165.00	$3,844.50	$3,844.50	$0.00	100%
2	Embank Surplus in Phase 2	1165	CY	$ 2.15	$2,504.75	1165.00	0.00	1165.00	$2,504.75	$2,504.75	$0.00	100%
3	Haul and Place Topsoil	285	CY	$ 8.65	$2,465.25	285.00	0.00	285.00	$2,465.25	$2,465.25	$0.00	100%
4	Hydromulch	2560	SY	$ 1.24	$3,174.40	2560.00	0.00	2560.00	$3,174.40	$3,174.40	$0.00	100%
5	Silt Fence (Remove and Reinstall)	1260	LF	$ 1.70	$2,142.00	1260.00	0.00	1260.00	$2,142.00	$2,142.00	$0.00	100%
6	Silt Fence (Top of Slope)	1260	LF	$ 2.13	$2,683.80	1260.00	0.00	1260.00	$2,683.80	$2,683.80	$0.00	100%
					$16,814.70				$16,814.70	$16,814.70	$0.00	100%

Change Order 1												
ITEM	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QTY.	QTY THIS EST.	QTY TO DATE	COST TO DATE	PREVIOUS COST	COST THIS ESTIMATE	%
1	Trench excavation	2215	LF	$ 9.00	$19,935.00	0.00	850.00	850.00	$7,650.00	$0.00	$7,650.00	38%
2	3" SCH 40 Conduit	5020	LF	$ 3.00	$15,060.00	0.00	1625.00	1625.00	$4,875.00	$0.00	$4,875.00	32%
3	Secondary Pedestals	35	EA	$ 425.00	$14,875.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
4	Transformer Pads	6	EA	$ 1,200.00	$7,200.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
5	56 Combo Pad	4	EA	$ 1,350.00	$5,400.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
6	56 Enclosure	4	EA	$ 650.00	$2,600.00	0.00	0.00	0.00	$0.00	$0.00	$0.00	0%
5	Remove Existing Tree	1	LS	$ 2,300.00	$2,300.00	0.00	1.00	1.00	$2,300.00	$0.00	$2,300.00	100%
					$67,370.00				$14,825.00	$0.00	$14,825.00	22%

TOTAL CONTRACT	$1,165,992.66	$733,431.56	$683,885.25	$49,546.31	63%

TOTAL COMPLETED TO DATE	$ 733,431.56
TOTAL COMPLETED/ STORED TO DATE	$ 733,431.56
RETAINAGE HELD	$ 73,343.16
TOTAL CPLT LESS RETAINAGE	$ 660,088.40
LESS PREVIOUS BILLINGS	$ 615,496.72
CURRENT PAYMENT DUE	$ 44,591.68

ORIGINAL CONTRACT AMOUNT	$1,098,622.66
CONTRACT CHANGES	$67,370.00
TOTAL CONTRACT W/ CHANGES	$1,165,992.66
WORK COMPLETED TO DATE	$733,431.56
BALANCE TO COMPLETE	$432,561.10

FINAL BILLS PAID AFFIDAVIT AND

WAIVER OF LIEN

STATE OF TEXAS

COUNTY OF TRAVIS

DATE: March 22, 2013

CONTRACTOR: DNT CONSTRUCTION LLC

PROJECT: CRYSTAL CROSSING PHASE 2

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

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

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.

AFFIANT:

SIGNATURE: Jeff Phipps

NAME: JEFF PHIPPS

TITLE: CFO

STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME the undersigned authority on this day personally appeared JEFF PHIPPS,

Know 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 AN SEAL OF OFFICE, this 22 day of March, 2013

Denise O'Bryan

Notary in and for the State of Texas

Name: Denise O'Bryan

My Commission expires: 1-9-2016

DENISE O'BRYAN
Notary Public, State of Texas
My Commission Expires
January 09, 2016

City of Leander

Executive Summary

April 18, 2013

Council Agenda Subject: Consider items to be presented to Williamson County for the upcoming Bond Election

Background: Williamson County has announced that they are considering a bond election for transportation and parks in November of 2013. They have requested that cities submit three transportation and parks projects for possible consideration in that election. Local participation is required.

Origination:

Financial Consideration: Project matches cannot be funded without a City Bond Election, the issuance of Certificates of Obligation, or some other form of borrowing. In order to minimize or eliminate tax rate impact, such borrowing could not occur before 2015.

Recommendation: Approve a list of projects for inclusion in the possible Williamson County Bond Election in November of 2013.

Attachments: Letter from Williamson County

Prepared by: Kent Cagle, City Manager

DAN A. GATTIS
County Judge
WILLIAMSON COUNTY, TEXAS

VIA EMAIL
VIA USPS

March 14, 2013

The Honorable Christopher Fielder
PO Box 319
Leander, TX 78646
mayor@leandertx.gov

Re: Proposed Williamson County Bond Election

Mayor Fielder:

As you are aware, the Commissioners Court is considering holding a transportation & park bond election in November 2013. During the next six (6) months the County will be receiving and evaluating input from local communities and the public for projects to include in a possible bond election.

Attached is a form we are asking all of the cities in Williamson County to complete as part of this process. We hope you will provide us with your top three (3) transportation projects (roadway, transit, bicycle/pedestrian trail), as well as any park projects (parkland acquisition and park improvements) you would like the County to consider in partnership with your City. These are projects which the county could either implement or provide funding to your City to complete a project. Local cost participation is required and it is strongly encouraged. Projects will be evaluated in part by the percentage of local cost participation, along with the status of the project, anticipated completion schedule, and how the proposed project complements the implementation of the County's Long Range Transportation Plan and County's Trail Master Plan.

The Citizen's Bond Committee, along with County Staff, would review all of the information received from the cities and the public and make a recommendation to the Commissioners Court on both specific projects and the financial size of the possible bond election.

Please complete these forms and return them to my office by May 3, 2013. If you have any questions or need additional information, please call Robert B. Daigh, P.E. at (512) 943-3355 regarding transportation projects and Randy Bell at (512) 943-1922 regarding park projects.

Sincerely,

Judge Dan A. Gattis
Williamson County

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 Fax 512.943.1662 dgattis@wilco.org

Attachments: Road Bond Project Request Form
Park Project Request Form

cc: (w/attachment)
Commissioner Lisa Birkman, Precinct 1
Commissioner Cynthia Long, Precinct 2
Commissioner Valerie Covey, Precinct 3
Commissioner Ron Morrison, Precinct 4
Robert B. Daigh, P.E., Senior Director of Infrastructure
Randy Bell, Parks Director
Michael Weaver, Prime Strategies, Inc.

710 Main Street, Suite 101, Georgetown, Texas 78626
Phone 512.943.1550 dgattis@wilco.org