AGENDA

CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ May 16, 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
2. Roll Call
3. Staff Comments
4. Citizen Comments: Three (3) minutes allowed per speaker
   Please turn in speaker request form before the meeting begins.
5. Consider a Resolution canvassing the Election Results of the May 11, 2013 General and Special Elections.
   (This item is subject to change pending provisional ballots)

CONSENT AGENDA: ACTION

6. Approval of the minutes: Regular Meeting: May 2, 2013
7. Second Reading of an Ordinance on Zoning Case #13-TOD-002: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located to the north east of the intersection of CR273 / Mel Mathis & Hero Way, Leander, Williamson County, Texas
8. Second Reading of an Ordinance on Zoning Case #13-Z-007: amending Ordinance #05-018, the Composite Zoning Ordinance for a parcel located at 8750 RM 2243, Leander, Williamson County, Texas
9. Second Reading of an Ordinance on Zoning Case #13-Z-009: amending Ordinance #05-018, the Composite Zoning Ordinance for two parcels located at 1504 & 1506 Leander Drive, Leander, Williamson County, Texas
10. Second Reading of an Ordinance on Ordinance Case #13-OR-001: amending sections of Article 14.200, the Composite Zoning Ordinance, to add requirements for masonry walls; to add land Uses to the use components

PUBLIC HEARING: ACTION

11. **a. Public Hearing** on Zoning Case #13-Z-010: Consider a zoning change for 51.88 acres, more or less, for four parcels located at the intersection of Peregrine and Sonny Drive from PUD, Planned Unit Development to an amended PUD
    Applicant: Blake Rue on behalf of Oryx Holdings

b. Action on Zoning Case #13-Z-010: amending Ordinance #05-018, the Composite Zoning Ordinance, four parcels located at the intersection of Peregrine and Sonny Drive, Leander, Williamson County, Texas

12. **a. Public Hearing** on Zoning Case #13-Z-012: Consider a zoning change for 20.74 acres, more or less, for three parcels located at 9200, 9204, & 9210 RM 2243 from interim zoning SFR-1-B, Single Family Rural and SFS-2-B, Single Family Suburban to HI-5-D, Heavy Industrial, Leander, Williamson County, Texas
Applicant: Duane Hutson, AICP on behalf of Tex Mix Land, Ltd. (Logan Owens)

    b. Action on Zoning Case #13-Z-012: amending Ordinance #05-018, the Composite Zoning Ordinance for three parcels located at 9200, 9204 & 9210 RM 2243, Leander, Williamson County, Texas

13. **a. Public Hearing** on Zoning Case #13-Z-013: Consider a zoning change for97.19 acres, more or less, For three parcels located at 303 & 451 CR 179 from SFC-2-A, Single Family Compact and interim Zoning SFR-1-B, Single Family Rural to SFC-2-B, Single Family Compact and SFU-2-B, Single Family Urban, Leander, Williamson County, Texas
Applicant: Chris Lynch on behalf of Jen Texas III, LLC, and Tamara L. Ramaker

    b. Action on Zoning Case #13-Z-013: amending Ordinance #05-018, the Composite Zoning Ordinance for three parcels located at 303 & 451 CR 179, Leander, Williamson County, Texas

REGULAR AGENDA

14. Consider action on an Ordinance Authorizing Redemption of the 2015 Maturity of the City of Leander, Texas General Obligation and Refunding Bonds, Series 2007; and Authorizing and Approving Other Matters Related Thereto

15. Consider Standard Professional Services Agreement and Task Oder HDR-2 with HDR Engineering, Inc., for professional services for Improvements of Old 2243 West from U.S. Hwy. 183 to Lakeline Boulevard

16. Council Members Closing Statements

17. 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 10th day of May, 2013 by 5:00 pm pursuant to Chapter 551 of the Texas Government Code.

Debbie Haile

Debbie Haile, TRMC, City Secretary

AGENDA ITEM # 5

Executive Summary

May 16, 2013

Council Agenda Subject: Consider a Resolution canvassing the Election Results of the May 11, 2013 General and Special Elections.

Background: Election Day for the General and Special Elections is Saturday, May 11, 2013. Williamson County will be counting provisional ballots on Thursday, May 16, 2013. The final election results will be added to the Resolution and a copy will be provided to Council at the meeting. In the event that we have a close race on any of the items on the ballot and the provisional count is not given to me on Thursday, I will need to repost a meeting notice for the first part of next week for a Special Meeting to canvass the results.

Origination: Debbie Haile

Financial Consideration: N/A

Recommendation: Staff requests approval

Attachments: Resolution (provided at the meeting)

Prepared by: Debbie Haile, TRMC
City Secretary

AGENDA ITEM # 6

MINUTES

CITY COUNCIL
CITY OF LEANDER, TEXAS

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

Thursday ~ May 2, 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
   Mayor Pro Tem Cantwell delivered the invocation

2. Roll Call
   All present

3. Staff Comments – Jim Bechtol, Director of Development Services – recognition of the Leander Garden Club and the Leander Parks & Recreation Department
   Jim Bechtol, Director of Development Services recognized the landscape work done at the Economic Development /Chamber of Commerce building

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

   The **Mayor announced that today is Mayor Pro Tem Cantwell's birthday and also that Council Member Siebold has been appointed to the Capital Metro Board of Directors**

5. Proclamation designating May 2013 as "Open My World Therapeutic Riding Center" month in the City of Leander
   This item sponsored by Mayor Pro Tem Cantwell
   Mayor Pro Tem Cantwell read the Proclamation.
   Donna Rowland with Open My World Therapeutic Riding Center gave a presentation

6. Presentation from "The Retail Coach"
   Aaron Farmer with The Retail Coach gave a presentation

7. Presentation on Employee Benefits
   Kent Cagle, City Manager explained and gave the presentation

CONSENT AGENDA: ACTION

8. Approval of the minutes: Work Session & Regular Meeting: April 18, 2013
   Special Meeting: April 25, 2013

9. Receive Quarterly Investment Report

10. Second reading of an Ordinance 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

11. Second Reading of an Ordinance 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

12. Second Reading of an Ordinance on Zoning Case #13-Z-003: amending Ordinance #05-018, the Composite Zoning Ordinance, for nineteen parcels located at 15900, 15880, 15860, 15840, 15800, 15780, 15750, 15700, 15670,15860, and 15400 Ronald W. Reagan Blvd., Leander, Williamson County, Texas

13. Second Reading of an Ordinance 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

14. Second Reading on an Ordinance for 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

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

PUBLIC HEARING: ACTION

Mayor Fielder moved to item #24 at this time

15. **a. Public Hearing** on Subdivision Case #13-CP-001: a Concept Plan for the Villas at Vista Ridge, for 18.732 acres, more or less, generally located at the southwest corner of Vista Ridge Drive and South Bagdad Road, Leander, Williamson County, Texas
Applicant: Geoff Guerrero with Carlson, Brigance & Doering on behalf of SDC West Brook partners, LP
Jim Bechtol, Director of Development Services explained
No speakers

b. Action on Subdivision Case #13-CP-001: a Concept Plan for the Villas at Vista Ridge, Leander, Williamson County, Texas

Motion made by Council Member Garcia to approve. Second by Mayor Pro Tem Cantwell. Motion passes, all voting "aye"

16. **a. Public Hearing** on Zoning Case #13-TOD-001: Consider a zoning change for 8.94 acres, more or less, for two parcels generally located 300 feet north of the intersection of CR273/Mel Mathis and RM 2243 from PUD/TOD, Planned Unit Development/Transit Oriented Development to an amended PUD/TOD, Planned Unit Development/Transit Oriented Development, Leander, Williamson County, Texas
Applicant: Jeff Musgrove on behalf of TVI, LTD
Pix Howell, Urban Design Officer explained and noted that it is 18.94 acres

b. **Action** on Zoning Case #13-TOD-001: a zoning change for two parcels generally located 300 feet north of the intersection of CR273/Mel Mathis and RM 2243, Leander, Williamson County, Texas

Motion made by Mayor Pro Tem Cantwell to approve. Second by Council Member Lynch. Motion passes, all voting "aye"

Council Member Dishongh amended the motion to include the items as approved by P&Z. Mayor Pro Tem Cantwell accepted the amendment. Council Member Lynch accepted. Motion passes, all voting "aye"

17. a. **Public Hearing** on Zoning Case #13-TOD-002: Consider a zoning change for 9.74 acres, more or less, for a parcel located to the northeast of the intersection of CR273/Mel Mathis and Hero Way from PUD/TOD, Planned Unit Development/Transit Oriented Development to an amended PUD/TOD, Planned Unit Development/Transit Oriented Development, Leander, Williamson County, Texas
Applicant: Jeff Musgrove on behalf of TVI, LTD
Pix Howell, Urban Design Officer explained

b. **Action** on Zoning Case #13-TOD-002: a zoning change for a parcel located to the northeast of the intersection of CR273/Mel Mathis and Hero Way, Leander, Williamson County, Texas

Motion made by Council Member Siebold to approve. Second by Council Member Dishongh.

Council Member Siebold made an amended motion to include the requirements as per P&Z. Second by Council Member Dishongh. Motion passes, all voting "aye"

18. a. **Public Hearing** on Zoning Case #13-Z-007: Consider a zoning change for 11.05 acres, more or less, for a parcel located at 8750 RM 2243 from interim zoning SFR-1-B, Single Family Rural to LI-5-D, Light Industrial, Leander, Williamson County, Texas
Applicant: Kurt Prossner on behalf of Presidential RV & Boat Storage, LLC
Jim Bechtol, Director of Development Services explained

Chuck Richey, 8750 FM 2243 – applicant explained the development

b. **Action** on Zoning Case #13-Z-007: amending Ordinance #05-018, the Composite Zoning Ordinance, for a parcel located at 8750 RM 2243, Leander, Williamson County, Texas

Motion made by Council Member Lynch to approve. Second by Mayor Pro Tem Cantwell. Motion passes, all voting "aye"

19. a. **Public Hearing** on Zoning Case #13-Z-008: Consider a zoning change for 0.941 acres, more or less, for a parcel located at 350 Bagdad Road North from GC-3-C, General Commercial to GC-5-C, General Commercial, Leander, Williamson County, Texas
Applicant: Darren Quick on behalf of V & J Properties, LTD
This item has been postponed due to a notification error

Mayor Fielder announced that this item has been postponed

Council Member Dishongh requested to move back to item # 16

20. a. **Public Hearing** on Zoning Case #13-Z-009: Consider a zoning change for 4.65 acres, more or less, for two parcels located at 1504 & 1506 Leander Drive from LI-4-D, Light Industrial to LI-5-D, Light Industrial, Leander, Williamson County, Texas
Applicant: Jim Herbert on behalf of ACI 2011 Property, LLC
Jim Bechtol, Director of Development Services explained

b. **Action** on Zoning Case #13-Z-009: amending Ordinance #05-018, the Composite Zoning Ordinance, for two parcels located at 1504 & 1506 Leander Drive, Leander, Williamson County, Texas

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

21. a. **Public Hearing** on Zoning Case #13-Z-011: Consider a zoning change for 0.355 acres, more or less, for a parcel located at 205 Brushy Street from SFU-2-B, Single Family Urban to PUD/TOD, Planned Unit Development/Transit Oriented Development, Leander, Williamson County, Texas
Applicant: Holly Harris
This item has been postponed due to a notification error

Mayor Fielder announced that this item has been postponed.

22. a. **Public Hearing** on Ordinance Case #13-OR-001: consider amendments to section of article 14.200, the Composite Zoning Ordinance, to add requirements for masonry walls; to add land uses to the use components
Jim Bechtol, Director of Development Services explained

b. **Action** on Ordinance Case #13-OR-001: amendments to article 14.200, the Composite Zoning Ordinance, to add requirements for masonry walls; to add land uses to the use components

Motion made by Mayor Pro Tem Cantwell to approve. Second by Council Member Garcia. Motion passes, all voting "aye"

REGULAR AGENDA

23. Consider acceptance of proposal for Consultant services to develop Hazard Mitigation Plan
Bill Gardner, Fire Chief explained

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

24. Consider a Resolution supporting the determination of the Steering Committee of the Highland Lake Firm Water Customers
Pat Womack, Public Works Director explained
Trish Carl – attorney for the cooperative explained

Motion made by Mayor Pro Tem Cantwell to approve. Second by Council Member Navarrette. Motion passes, all voting "aye"

Mayor Fielder moved back to item # 15 at this time

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

26. Adjournment
With there being no further business, the meeting adjourned at 8:24 p.m.

Attest:

Christopher Fielder, Mayor

Debbie Haile, TRMC City Secretary

AGENDA ITEM # 7

Executive Summary

May 16, 2013

Agenda Subject: Zoning Case 13-TOD-002: Second reading and consider action on the rezoning of a parcel located to the north east of the intersection of CR273/Mel Mathis & Hero Way for 9.74 acres more or less; Parcels #R510024. Currently, the property is zoned PUD/TOD (Planned Unit Development/Transit Oriented Development). 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 Jeff Musgrove on behalf of TVI, LTD

Financial Consideration: None

Recommendation: See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request with the following waivers at the April 25, 2013 meeting.

- Perimeter fencing 6' in height composed of metal (wrought iron or tubular metal) and/or with wood accents
- 3:12 Roof Pitch
- Structures shall be constructed of brick, stone, stucco, and/or hardi-plank.

City Council unanimously recommended approval of the Planning & Zoning Commission recommendation at the May 02, 2013 meeting.

Attachments:

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

4. PUD Plan
5. Letter of Intent
6. Letter from Pix Howell, Urban Design Officer
7. Ordinance

Prepared By: Robin M. Griffin, AICP
Planner

05/03/2013

PLANNING ANALYSIS

ZONING CASE 13-TOD-002
CR 273/MEL MATHIS & HERO WAY

GENERAL INFORMATION

Owner: TVI, LTD

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

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

Size and Location: The subject property is generally located to the north east of the intersection of CR273/Mel Mathis & Hero Way for 9.74 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	PUD/TOD	Undeveloped Land zoned PUD/TOD
EAST	PUD/TOD	Undeveloped Land zoned PUD/TOD
SOUTH	PUD/TOD	Undeveloped Land zoned PUD/TOD
WEST	PUD/TOD	Undeveloped Land zoned PUD/TOD

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:

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.

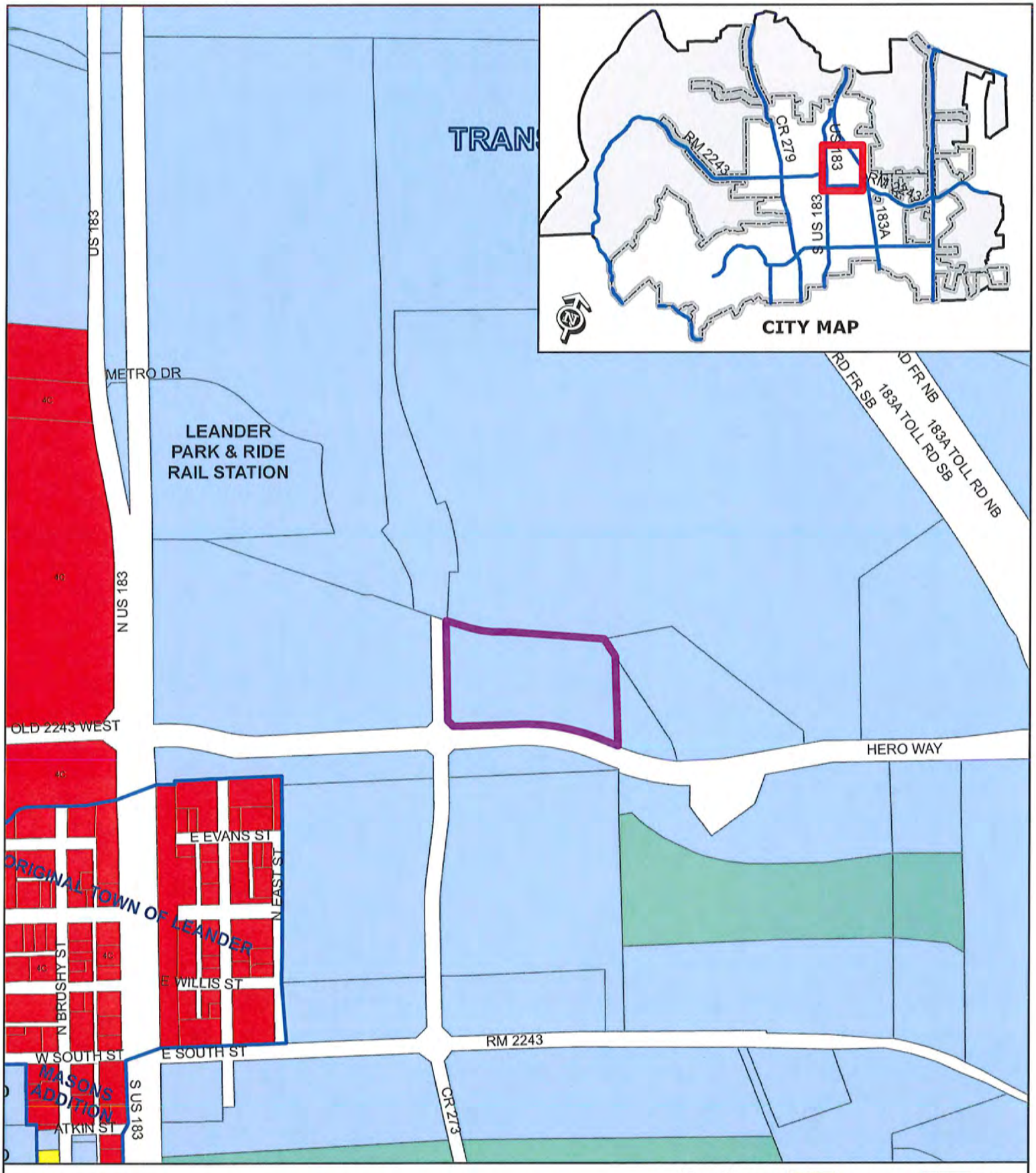
ANALYSIS:

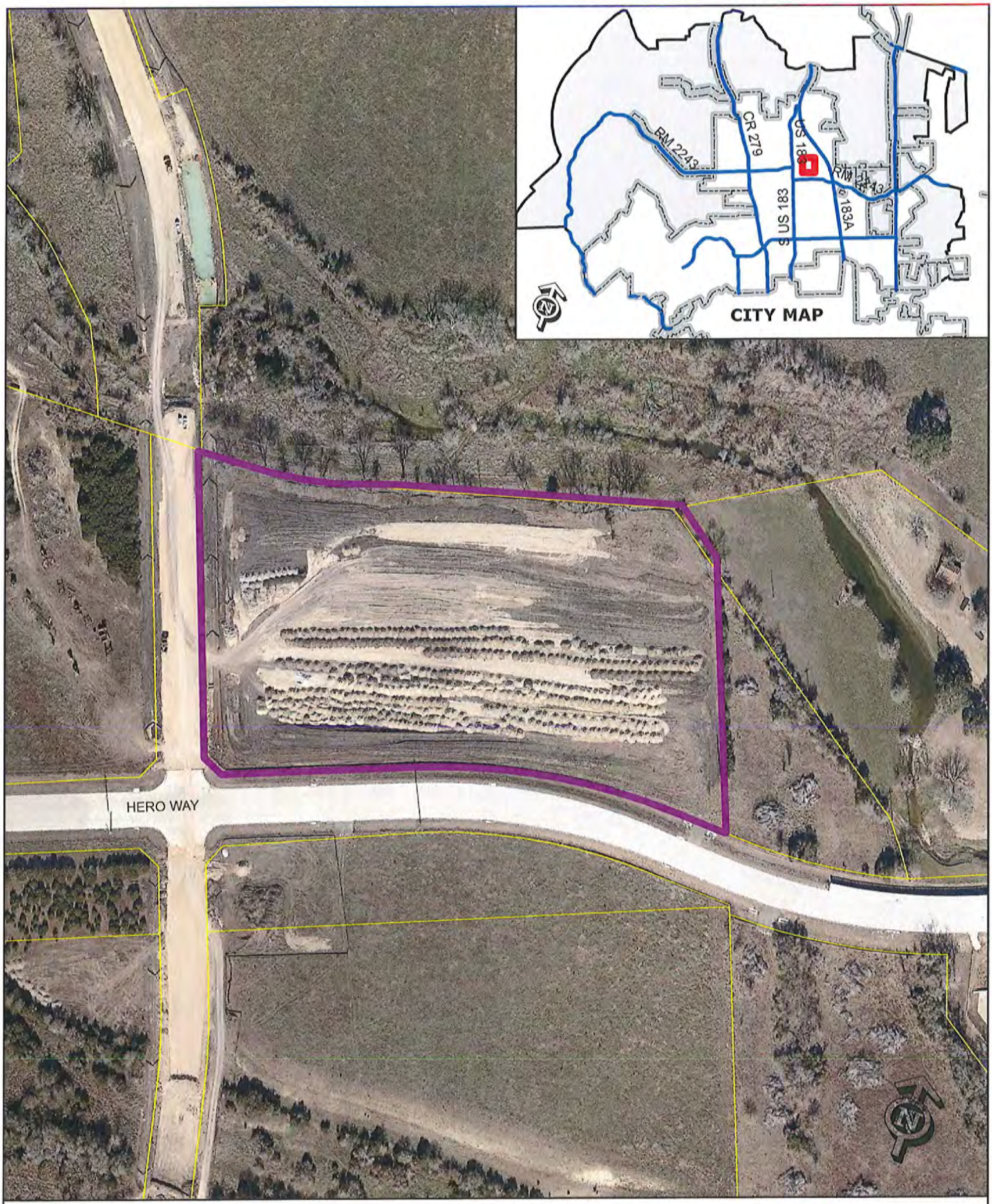
The applicant is requesting an amendment to the TOD (Transit Oriented Development) district in order to allow for a multi-family project at this location. The applicant is proposing a two phase multi-family project that will include approximately 225 units and parking in the first phase. The second phase will include structured parking and a mixed use building.

The following waivers are requested:

REQUIREMENT	WAIVER
Perimeter fencing is not permitted	Perimeter fencing 6' in height composed of metal (wrought iron or tubular metal) and/or wood
Principle roof slopes of 15° are required 5:12 Roof Pitch	3:12 Roof Pitch
Structures are constructed of brick, stone, and/or stucco.	Structures are constructed of brick, stone, stucco, and/or hardi-plank.

If the zoning is approved, the SmartCode and subdivision 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.


CITY MAP
US 183
METRO DR
LEANDER PARK & RIDE RAIL STATION
N US 183
OLD 2243 WEST
HERO WAY
183A TOLL RD SB
183A TOLL RD NB
E EVANS ST
N EAST ST
ORIGINAL TOWN OF LEANDER
N BRUSHY ST
E WILLIS ST
W SOUTH ST
E SOUTH ST
RM 2243
MASONS ADDITION
ATKIN ST
S US 183
CR 273
CR 279
RM 2243
US 183
183A
ZONING CASE 13-TOD-002
Attachment #2
Current Zoning Map
Village at Leander Station - MF
CR 273/Mel Mathis & Hero Way
0 200 400
Feet
Subject Property
SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
LI
HI
PUD



ZONING CASE 13-TOD-002 Attachment #3

Aerial Exhibit - Approximate Boundaries
Village at Leander Station - MF PUD AMD

Subject Property

0 200

Feet

NOTE: SITE LAYOUT IS CONCEPTUAL AND SUBJECT TO CITY OF LEANDER SITE DEVELOPMENT REVIEW.

SMARTCODE OF THE CITY OF LEANDER APPLIES TO THE PROJECT W/ THE REQUEST OF THE FOLLOWING WAIVERS:
-WAIVER FROM TABLE 19 TO ALLOW PERIMETER FENCING 6' IN HEIGHT COMPOSED OF WROUGHT IRON METAL AND WOOD
-WAIVER FROM TABLE 21G TO ALLOW FOR A 3:12 ROOF PITCH
-WAIVER FROM SECTION 5.65 TO ALLOW BRICK, STONE, STUCCO, AND/OR HARDI-PLANK ON BUILDING EXTERIORS

B&A ARCHITECTS

CONCEPTUAL SITE PLAN - PHASE I 04.12.13

THE VILLAGE AT LEANDER STATION

LEANDER, TX

NOTE: SITE LAYOUT IS CONCEPTUAL AND SUBJECT TO CITY OF LEANDER SITE DEVELOPMENT REVIEW.

SMARTCODE OF THE CITY OF LEANDER APPLIES TO THE PROJECT W/ THE REQUEST OF THE FOLLOWING WAIVERS:
-WAIVER FROM TABLE 19 TO ALLOW PERIMETER FENCING 6' IN HEIGHT COMPOSED OF WROUGHT IRON METAL AND WOOD
-WAIVER FROM TABLE 21G TO ALLOW FOR A 3:12 ROOF PITCH
-WAIVER FROM SECTION 5.65 TO ALLOW BRICK, STONE, STUCCO, AND/OR HARDI-PLANK ON BUILDING EXTERIORS

CONCEPTUAL SITE PLAN - PHASE II 04.12.13

THE VILLAGE AT LEANDER STATION

LEANDER, TX

©2013 B&A ARCHITECTS, INC.

THE VILLAGE AT LEANDER STATION

LEANDER, TEXAS

© 2013 B&A ARCHITECTS, INC.

THE VILLAGE AT LEANDER STATION

LEANDER, TEXAS

ATTACHMENT #5

Transit Village Investments, Ltd.
1301 Capital of Texas Hwy.
Suite A-300
Austin, Texas 78746

March 7, 2013

Pix Howell
Urban Design Officer
City of Leander
200 West Willis Street
Leander, Texas 78641

RE: Proposed Multi-Family and Mixed Use development – Williamson County Appraisal District parcel R510024

Dear Pix:

Please accept the following as Letter of Intent to a proposed development of a Multi-Family/Mixed Use project, as required by the City of Leander's TOD PUD zoning application. The property is within the T5 Transect Map and is located at the northeast corner of Hero Way (CR 269) and Mel Mathis Blvd. (CR 273). The site is approximately 9.74 acres and is bounded by Hero Way on the south, Mel Mathis Blvd. on the west and Bushy Creek on the north and east.

Development of the site will occur in two phases, phase I will include approximately 225 multi-family units and associated surface parking and amenities. Phase II will replace a portion of the surface lot with a mixed use building and associated structured parking as shown on the attached Phase II site plan. The Pedestrian Shed as designated on the Transect Map encompasses the T6 zone which surrounds and includes the Rail Stop, which has been approved previously as a dense mixed use plan.

Configuration of the phase I project attempts to respect the intent of the TOD but lender requirements of the Federal Housing and Urban Development process will require adjustments to the SmartCode in order to comply. The proposed site plan is as shown on the attached Phase I site plan, with the Phase II adjustments show separately.

Elements that may require adjustments to Article 3 (New Community-Scale Plans) of the Leander SmartCode will be limited to fencing and parking elements as required for financing.

The attached elevations demonstrate the adherence to the architectural requirements of the SmartCode and general form for the buildings as seen from Hero Way. Final material selections and detailing of building will occur through the design process.

We hereby request a PUD amendment to allow development of these projects to begin as soon as possible.

Sincerely,

Jeff Musgrove, P.E.
Partner

ATTACHMENT #6

City of Leander

Leander TOD

April 19, 2013

Chair and Commissioners
City of Leander Planning and Zoning Commission
201 North Brushy
Leander, Texas 78646

Reference: 13-TOD-001 & 13-TOD-002 Village at Leander Station PUD/TOD Amendments

Dear Chair and Commissioners,

These two cases represent the first "New Community" developments in the TOD. As you might expect, they are not the eight story office/residential building that will someday inhabit the area around the rail station. They are, however, the types of residential elements that will make up a good portion of the TOD.

13-TOD-001 represents a hybrid approach to small lot single family. It respects the intent of the SmartCode if not complying with every element. It is important to meld current market requirements so that this first project of its type can be a success. I support the amendments and hope to demonstrate our capability to realize a project that respects the vision of the TOD.

13-TOD-002 represents another hybrid approach to medium density residential as confined by the Housing and Urban Development (HUD) guidelines for financing. The TOD will contain numerous multi-family type properties and this one will also include a phase of commercial when the market is ready. There is some irony represented here in that the administration of HUD touts the benefit of mixed use and urban planning but their guidelines are primarily suburban. The amendments address the conflicts that the HUD duplicity creates with the SmartCode. I support these amendments and think that they demonstrate the flexibility that will be necessary for many projects where the lender imposes site requirements that are not urban in nature, while respecting the intent of the TOD.

The TOD plan relies on the "pedestrian sheds" as the measure of mixed use. Both of these project are primarily a single use but the capability to ensure a vibrant mix of uses remains.

I request that you approve these zoning amendments and carry on the vision of the Leander TOD.

Sincerely,

Pix Howell, AICP
Urban Design Officer

ORDINANCE NO #

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE PLANNED UNIT DEVELOPMENT KNOWN AS THE TRANSIT ORIENTED DEVELOPMENT DISTRICT FOR TWO PARCELS OF LAND BY CREATING THE VILLAGE AT LEANDER STATION MF PLANNED UNIT DEVELOPMENT AND ADOPTING A PLANNED UNIT DEVELOPMENT PLAN FOR SUCH PARCELS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the owner of the property described herein after (the "Property"), which is located in the planned unit development knows as the Transit Oriented Development District (the "TODD") has requested that the property be rezoned and planned unit development plan for the Village at Leander Station MF Planned Unit Development be adopted;

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

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

Section1.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 the TODD Ordinance. Ordinance No.05-026, as amended, the TODD Ordinance, is hereby modified and amended for the Property as set forth in Section 3.

Section 3.Property Rezoned.(a) The TODD Ordinance is hereby amended by creation of the Village at Leander Station MF PUD and adoption of the PUD plan attached hereto as Exhibit A and incorporated herein for all purposesfor one parcel located generally located to the north east of the intersection of CR 273/Mel Mathis and Hero Way. The property is approximately 9.74 acres more or less, out of the AW0125 T. Chambers Survey, located in Leander, Williamson County, Texas and is made up of parcel #R510024. The Property is zoned to the planned unit development district known as the Village at Leander Station MF PUD within the TODD. The regulations of the T5 Zone in the Smart Code (defined in the TODD Ordinance) shall apply to the Property. The Property shall be developed and occupied in compliance with the PUD plan attached as Exhibit A, the regulations for the T5 Zone,the regulations set forth in Section 3(b), the Smart Code, and the TODD Ordinance to the extent not amended by this Ordinance. In the event of any conflict between the TODD Ordinance, the Smart Code,or the T5 Zone regulations and the requirements for the Property set forth herein, the requirements set forth herein shall control.

(b) The following regulations apply to development of the Property:

(1) Perimeter fencing shall be 6' in height and composed of metal (wrought iron or tubular metal) and may have wood accents.

(2) Pitched roofs shall be symmetrically sloped no less than 3:12.

(3) Structures shall be constructed of brick, stone, stucco, and/or hardi-plank.

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

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

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

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

FINALLY PASSED AND APPROVED on this the 16th day of May, 2013.

THE CITY OF LEANDER, TEXAS **ATTEST:**

Christopher Fielder, Mayor

Debbie Haile, City Secretary

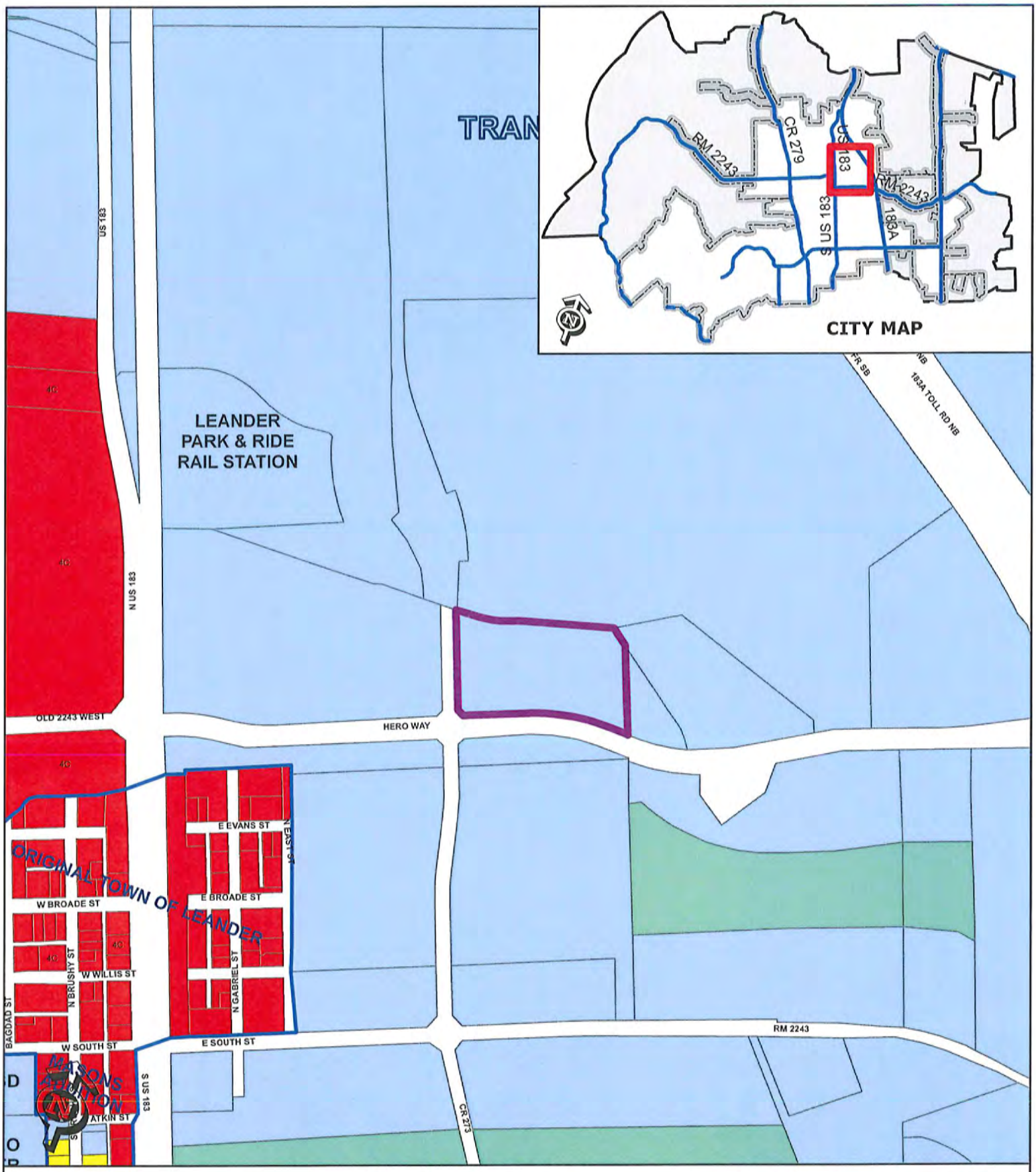


EXHIBIT A

PUD/TOD Amendment 13-TOD-002

Village at Leander Station
CR 273/Mel Mathis & Hero Way

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

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

0 200
Feet

B1
B1
A1
B2
A3
A2
A1
A1
A1
A2
A3
B1
A2
A1
A1
A2
B1
GARAGE
GARAGE
CABANA
GARAGE
GARAGE
A3
A2
A1
A1
A1
A2
A3
B1
A2
A1
A1
A2
B1
GARAGE
GARAGE
B1
B2
B1
B1
B2
B2
A2
A2
A2
A1
A1
A1
CLUB/
OFFICE
B1
B2
B1
B1
B2
B2
A2
A2
A2
A1
A1
A1
GARAGE
GARAGE
GARAGE
SECURITY
GATE
B1
B1
B1
B1
SECURITY
GATE
GARAGE
8' SIDEWALK ALONG HERO WAY
HERO WAY

PHASE I
Phase II
Proposed
Mixed Use
CABANA
CLUB/
OFFICE
GARAGE
SECURITY
GATE
8' SIDEWALK ALONG HERO WAY
HERO WAY

© 2013 B&A ARCHITECTS, INC.

THE VILLAGE AT LEANDER STATION

LEANDER, TEXAS

© 2013 B&A ARCHITECTS, INC.

THE VILLAGE AT LEANDER STATION

LEANDER, TEXAS

AGENDA ITEM # 8

Executive Summary

May 16, 2013

Agenda Subject:	Zoning Case 13-Z-007: Second reading and consider action on the rezoning of a parcel located at 8750 RM 2243 for 11.05 acres more or less; Parcel #R031348. Currently, the property is zoned interim SFR-1-B (Single-Family Rural). The property is proposed to be zoned LI-5-D (Light Industrial) Leander, Williamson County, Texas.
Background:	This request is the final step in the rezoning process.
Origination:	Applicant: Kurt Prossner on behalf of Presidential RV & Boat Storage, LLC
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the request at the April 25, 2013 meeting. The City Council unanimously recommended approval of the request at the May 02, 2013.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Letter of Intent 5. Ordinance
Prepared By:	Robin M. Griffin, AICP Planner 05/03/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-007
8750 FM 2243

GENERAL INFORMATION

Owner: Presidential RV & Boat Storage, LLC

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

Proposed Zoning: LI-5-D (Light Industrial)

Size and Location: The property is located at 8750 FM 2243 and is approximately 11.05 acres in size.

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	OCL	Established Single-Family Home
EAST	Interim SFR-1-B	Grandfathered Commercial Use
SOUTH	LC-2-B	Undeveloped Property Zoned for Local Commercial Use
WEST	Interim SFR-1-B	Grandfathered Commercial Use (VFW Post)

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

LI – LIGHT INDUSTRIAL:

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

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

SITE COMPONENTS:

TYPE 5 (non-residential only):

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

Intent:

(1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.

(2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, LI or HI use components.

(3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.

(4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.

ARCHITECTURAL COMPONENTS:

TYPE D (non-residential only):

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

Intent:

(1) This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, LI or HI use components.

(2) This component is not intended to be utilized with the majority of GC districts.

(3) This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses.

(4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Find suitable districts for industrial development so that the City may recruit additional employers and avoid locating industrial development near neighborhoods without adequate buffering.

ANALYSIS:

The subject property was part of a large involuntary annexation that was completed on January 17, 2013. Upon annexation the property received an Interim SFR-1-B zoning designation. The property is currently utilized as single-family home. The applicant is requesting the LI-5-D (Light Industrial) zoning district in order to allow for the development of a RV & Boat Storage facility.

The LI (Light Industrial) use component allows for the development of a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales. All business functions are required to be performed indoors.

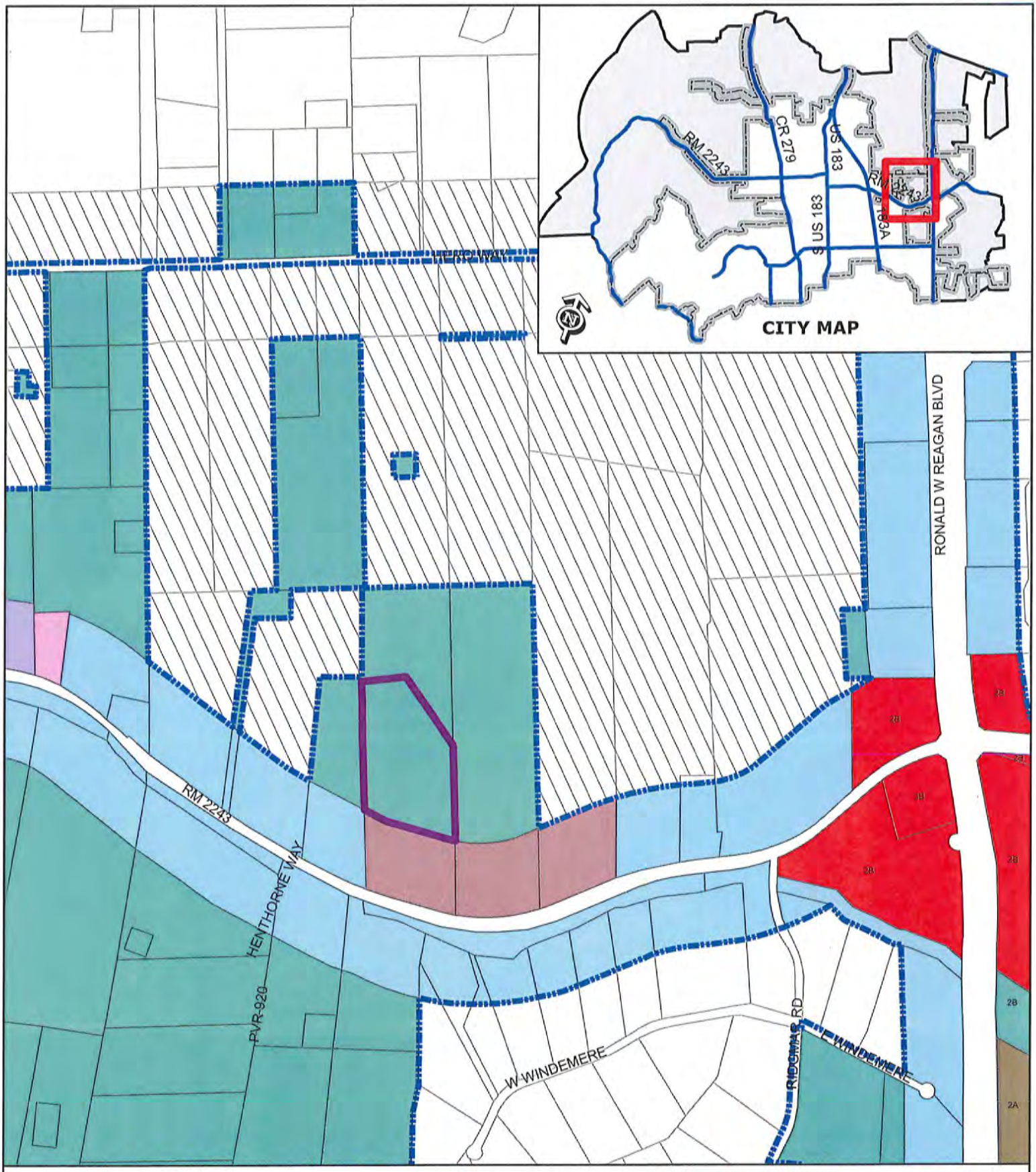
The Composite Zoning Ordinance requires that outdoor storage facilities (including RV & Boat Storage) are setback four hundred (400') feet from major arterials. The proposed zoning district is located more than four hundred (450') feet from RM 2243. In addition, a Type 5 site component is required for the proposed use due to the limitation of the amount of outdoor storage in the Type 4 site component:

- Type 4: Outdoor Storage is limited to 60% of the gross floor area of the primary building that houses the business storing the materials
- Type 5: Outdoor Storage is unlimited

The Composite Zoning Ordinance does require that outdoor storage is screened from view of adjacent properties and streets.

The proposed Type D Architectural Component requires that street facing walls are 60% masonry and no metal is permitted on street facing walls. In this situation, the buildings are setback far enough from the street to not be considered street facing per the Composite Zoning Ordinance. The property owner would be permitted to construct metal buildings.

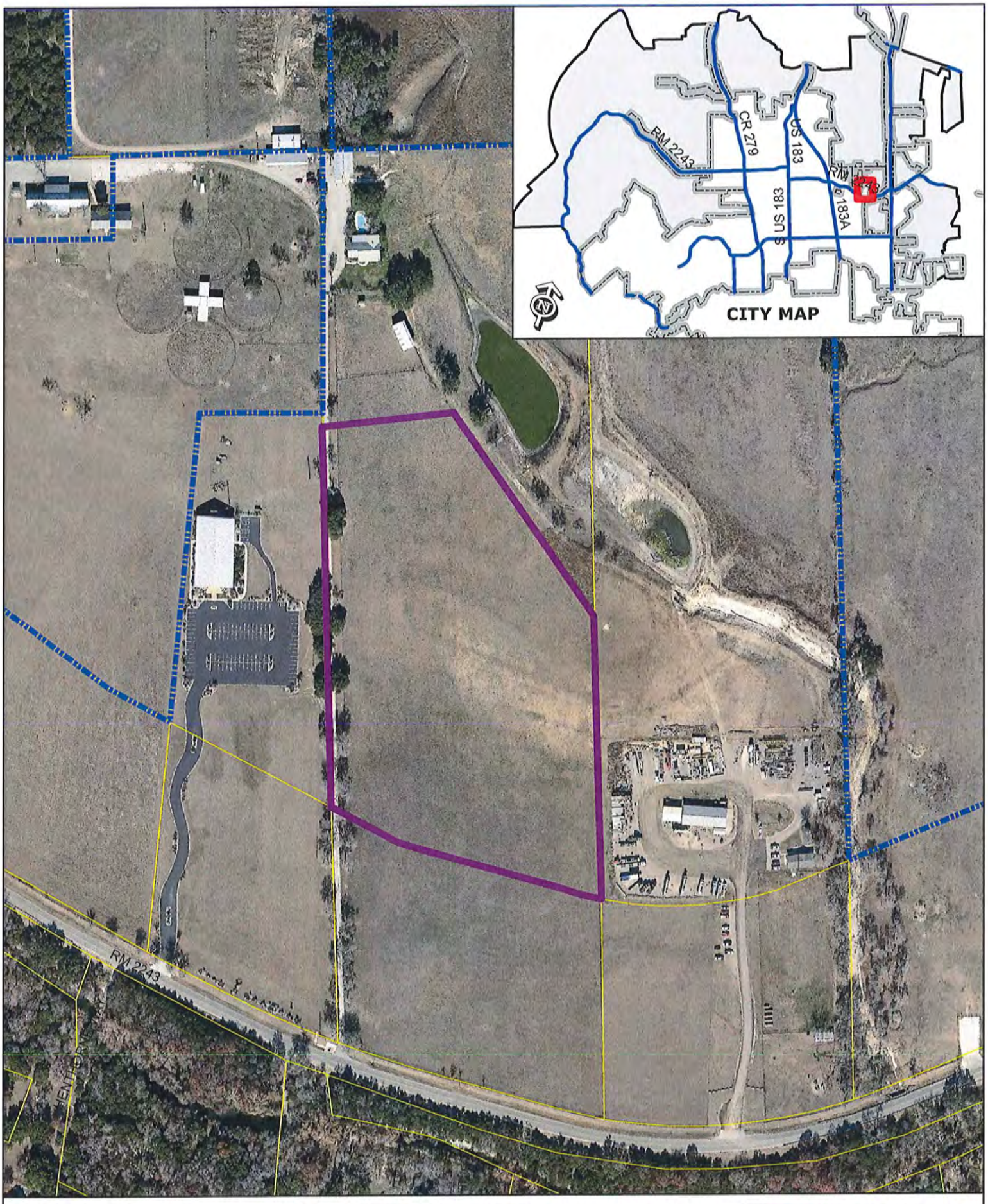
The applicant is proposing to leave the existing LC-2-B zoning in place along RM 2243 and leave a portion of the property to the north as SFR-1-B for the existing single-family home thus providing a buffer from the roadway and the properties to the north.



ZONING CASE 13-Z-007

Attachment #2

Current Zoning Map
8750 RM 2243



ZONING CASE 13-Z-007 Attachment #3

Aerial Exhibit - Approximate Boundaries
8750 RM 2243

Subject Property

0 200
Feet

ATTACHMENT #4

Presidential RV & Boat Storage, LLC...
8750 FM 2243
Leander Texas 78641

March 8, 2013

We are a newly formed company striving to meet the needs and demands of the fast growing Leander Community. The available covered RV storage is very limited at best and we will be providing a safe, secure, and convenient covered storage facility. The number of quality neighborhoods currently popping up in Leander will make the demand even stronger. We have been working towards this goal for a couple of years so we are well prepared for this endeavor.

We will be providing full service to our customer base such as: covered storage, lighted security, trash disposal, car wash bay, air/water, and ice. We will take care of our customers and be a place of business that the City of Leander can be proud of.

We wish to change the zoning of the middle portion (only) of the property located at 8750 FM 2243 Leander Texas 78641. At this time it is zoned Rural Single Family. We would like to change the zoning to LI5D to accommodate the RV storage facility. Your approval and support would be greatly appreciated.

Sincerely,

Rebecca Noelke-Richey
Charles T. Richey

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE PARCEL OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO LI-5-D (LIGHT INDUSTRIAL); 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 one parcel located at 8750 RM 2243. The property is approximately 11.05 acres more or less in size and includes parcel #R031348. This parcel is hereby zoned LI-5-D (Light Industrial); 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 2nd day of May, 2013.
FINALLY PASSED AND APPROVED on this the 16th day of May, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

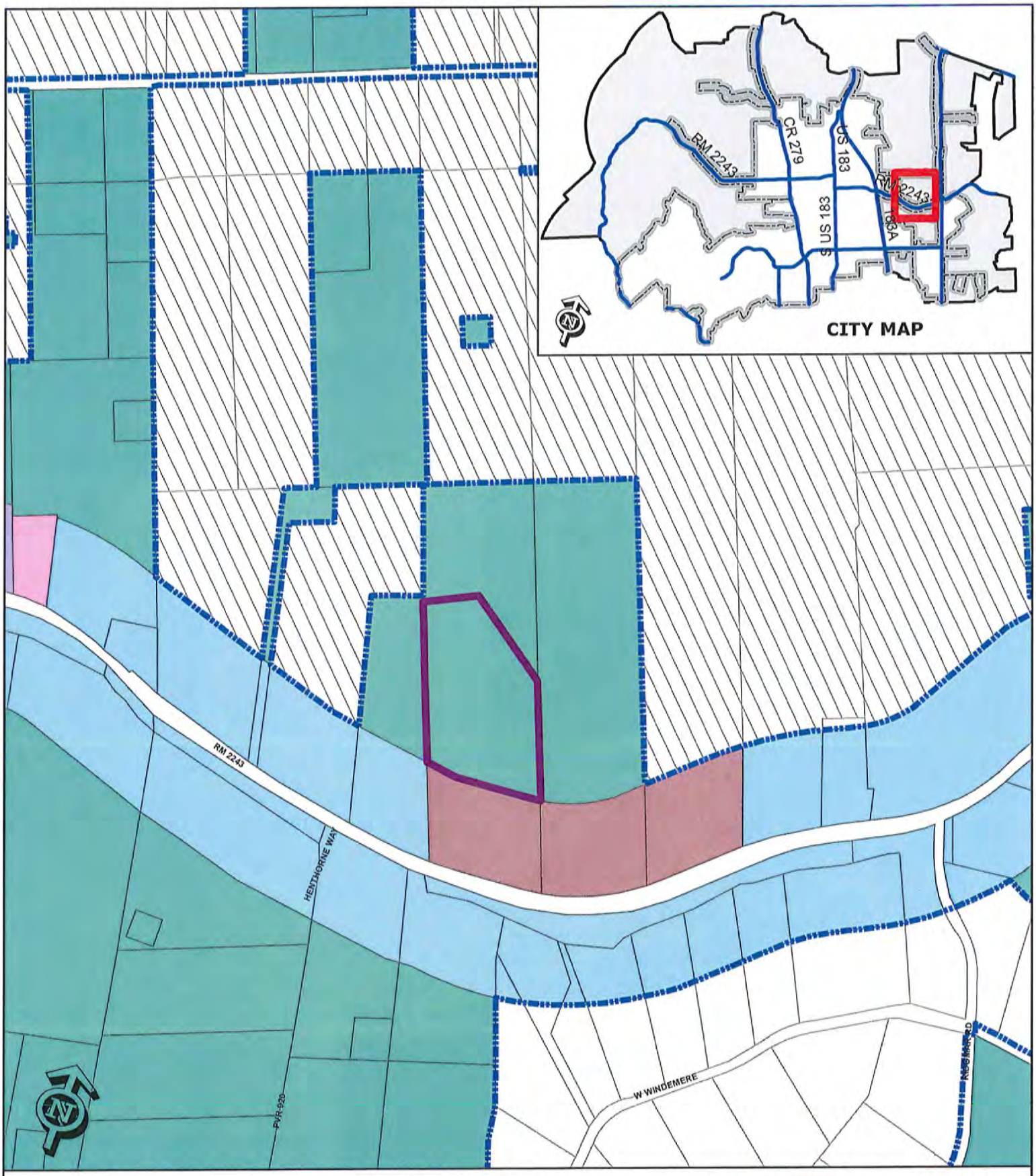


EXHIBIT A

Zoning Case 13-Z-007

Presidential RV & Boat Storage
8750 RM 2243

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

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

0 200
Feet

AGENDA ITEM # 9

Executive Summary

May 16, 2013

Agenda Subject:	Zoning Case 13-Z-009: Second reading and consider action on the rezoning of two parcels located at 1504 & 1506 Leander Drive for 4.65 acres more or less; Parcels #R036538 & R036537. Currently, the property is zoned LI-4-D (Light Industrial). The property is proposed to be zoned LI-5-D (Light Industrial) Leander, Williamson County, Texas.
Background:	This request is the final step in the rezoning process.
Origination:	Applicant Jim Herbert on behalf of ACI 2011 Property, LLC
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission recommended approval with a four to two vote at the April 25, 2013 meeting. The City Council unanimously approved the Planning & Zoning recommendation at the May 02, 2013 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Letter of Intent 5. Ordinance
Prepared By:	Robin M. Griffin, AICP Planner 05/03/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-009
1504 & 1506 LEANDER DRIVE

GENERAL INFORMATION

Owner: ACI 2011 Property, LLC

Current Zoning: LI-4-D (Light Industrial)

Proposed Zoning: LI-5-D (Light Industrial)

Size and Location: The property is located at 1504 & 1506 Leander Drive for 4.65 acres more or less in size.

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	LI-5-C	Established Industrial Use
EAST	SFU/MH-2-B	Established Single-Family Home
SOUTH	LI-4-D	Undeveloped Property Zoned for Industrial Use
WEST	LI-4-D	Undeveloped Property Zoned for Industrial Use

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

LI – LIGHT INDUSTRIAL:

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

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

SITE COMPONENTS:

TYPE 5 (non-residential only):

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

Intent:

(1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.

(2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, LI or HI use components.

(3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.

(4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.

ARCHITECTURAL COMPONENTS:

TYPE D (non-residential only):

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

Intent:

(1) This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, LI or HI use components.

(2) This component is not intended to be utilized with the majority of GC districts.

(3) This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses.

(4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Find suitable districts for industrial development so that the City may recruit additional employers and avoid locating industrial development near neighborhoods without adequate buffering.

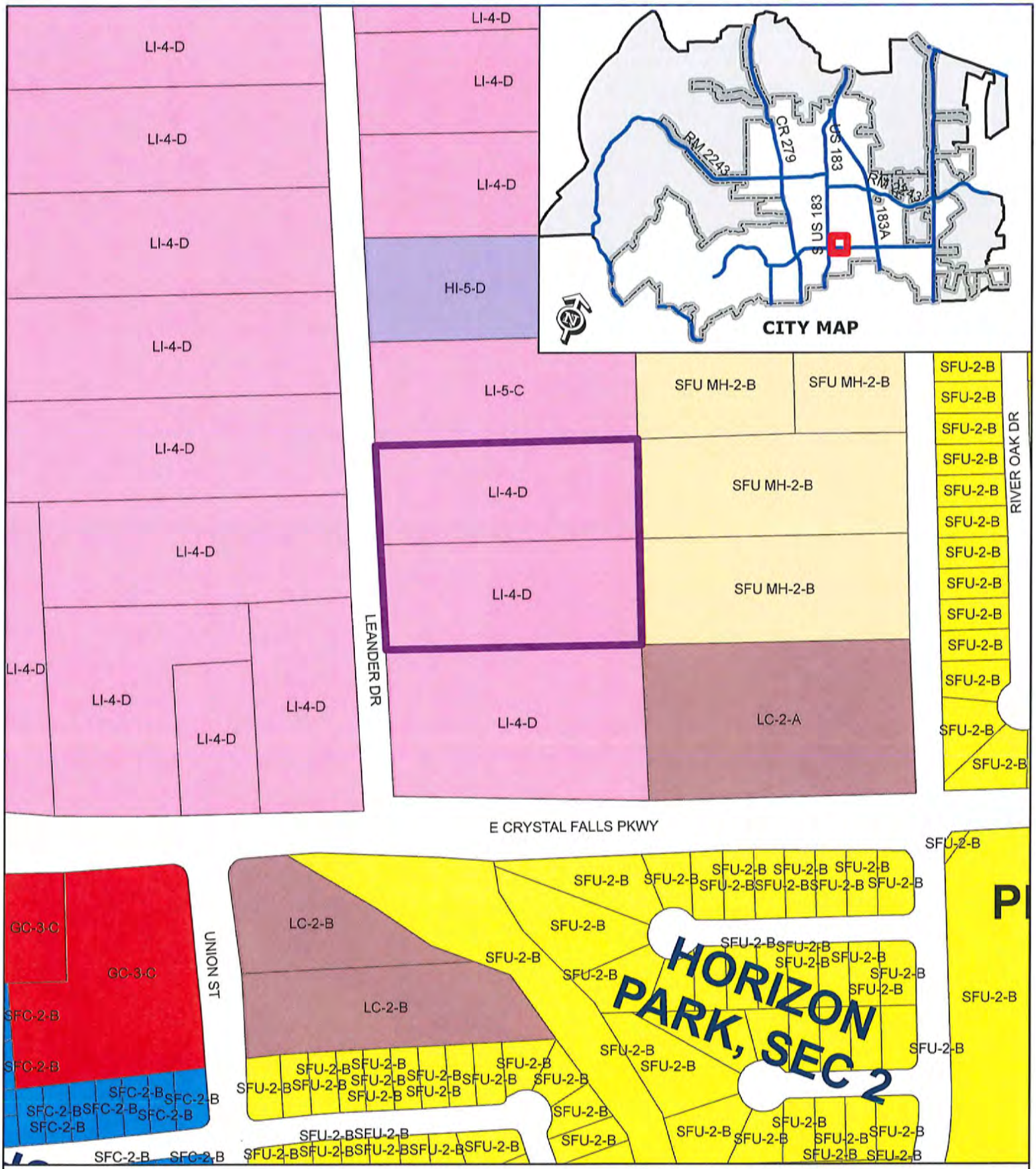
ANALYSIS:

The applicant is requesting the LI-5-D (Light Industrial) district in order to allow for unlimited outdoor storage at this location. The properties to the north, west, and south are all zoned for industrial uses. The property to the east is currently zoned and used for single-family purposes.

The LI (Light Industrial) use component allows for the development of a variety of light manufacturing, assembly and processing businesses, storage, warehouses and lumber sales. All business functions are required to be performed indoors.

The Type 5 site component allows for unlimited outdoor storage. The Composite Zoning Ordinance does require that outdoor storage is screened from view from adjacent properties and streets and that the storage area is not permitted in the front setbacks.

The proposed Type D Architectural Component requires that street facing walls are 60% masonry and no metal is permitted on street facing walls.


LI-4-D
LI-4-D
LI-4-D
LI-4-D
LI-4-D
LI-4-D
LI-4-D
LI-4-D
LI-4-D
LI-4-D
LI-4-D
LI-4-D
HI-5-D
LI-5-C
LI-4-D
LI-4-D
LI-4-D
LI-4-D
SFU MH-2-B
SFU MH-2-B
SFU MH-2-B
SFU MH-2-B
LC-2-A
SFU-2-B
RIVER OAK DR
LEANDER DR
CITY MAP
RM 2243
CR 279
US 183
US 183
RM 183A
E CRYSTAL FALLS PKWY
GC-3-C
GC-3-C
SFC-2-B
SFC-2-B
UNION ST
LC-2-B
LC-2-B
SFU-2-B
HORIZON PARK, SEC 2
ZONING CASE 13-Z-009
Attachment #2
Current Zoning Map
1504 & 1506 Leander Drive
0
200
400
Feet
Subject Property
SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
LI
HI
PUD

ZONING CASE 13-Z-009 Attachment #3

Aerial Exhibit - Approximate Boundaries
1504 & 1506 Leander Drive

Subject Property

0 200

Feet

ATTACHMENT #4

ROCK RIDGE CONSULTING AND ENGINEERING, PLLC
512-507-5957 rockridge@live.com

March 14, 2013

Robin Griffin, Planner
City of Leander Planning Department
104 North Brushy Street
PO Box 319
Leander, Texas 78646-0319

Re: ACI Office Park
1504 & 1506 Leander Drive
Leander, TX 78641
Rezoning Letter of Intent

Robin Griffin,

This letter is a Letter of Intent for the rezoning of the following tracts:

Lots 2 & 3, Block B, Leander Heights Sec. 3 (Address: 1504 & 1506 Leander Drive)

Property Physical Description:

The two tracts encompass a total of 4.64 acres. The property generally slopes from the northeastern corner to the southwestern corner and between 1% and 2%. These lots are well wooded, with several live oaks and cedar elms of over 18" trunk diameter. There are no existing waterways on-site. The site is currently being maintained (mowing, brush cleared, etc.) and is being used for some Light Industrial uses, as per current zoning.

Requested Rezoning:

The property is currently zoned LI-4D, and the requested rezoning is **LI-5D**. The requested change of the site component type from 4 to 5 is reasonable because:

- This site component type is typical for industrial and heavy commercial uses (LI zoning).
- There are several Type 5 site components in adjacent tracts within this subdivision.
- Most of the lots surrounding these tracts are commercial, including a Heavy Industrial tract.
- The required rear setbacks (50' for a building, 25' for storage yard, and 20' for parking), will provide sufficient buffering with the adjacent residences behind the property.

Please feel free to contact me at 507-5957 or rockridge@live.com if you have any questions.

Thank You,

J. Herbert

Jim Herbert, PE
Rock Ridge Consulting

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING TWO PARCELS OF LAND FROM LI-4-D (LIGHT-INDUSTRIAL) TO LI-5-D (LIGHT INDUSTRIAL); 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 two parcels located at 1504 and 1506 Leander Drive. The property is approximately 4.65 acres more or less in size and includes parcels #R036538 and R036537. These parcels are hereby zoned LI-5-D (Light Industrial); 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.

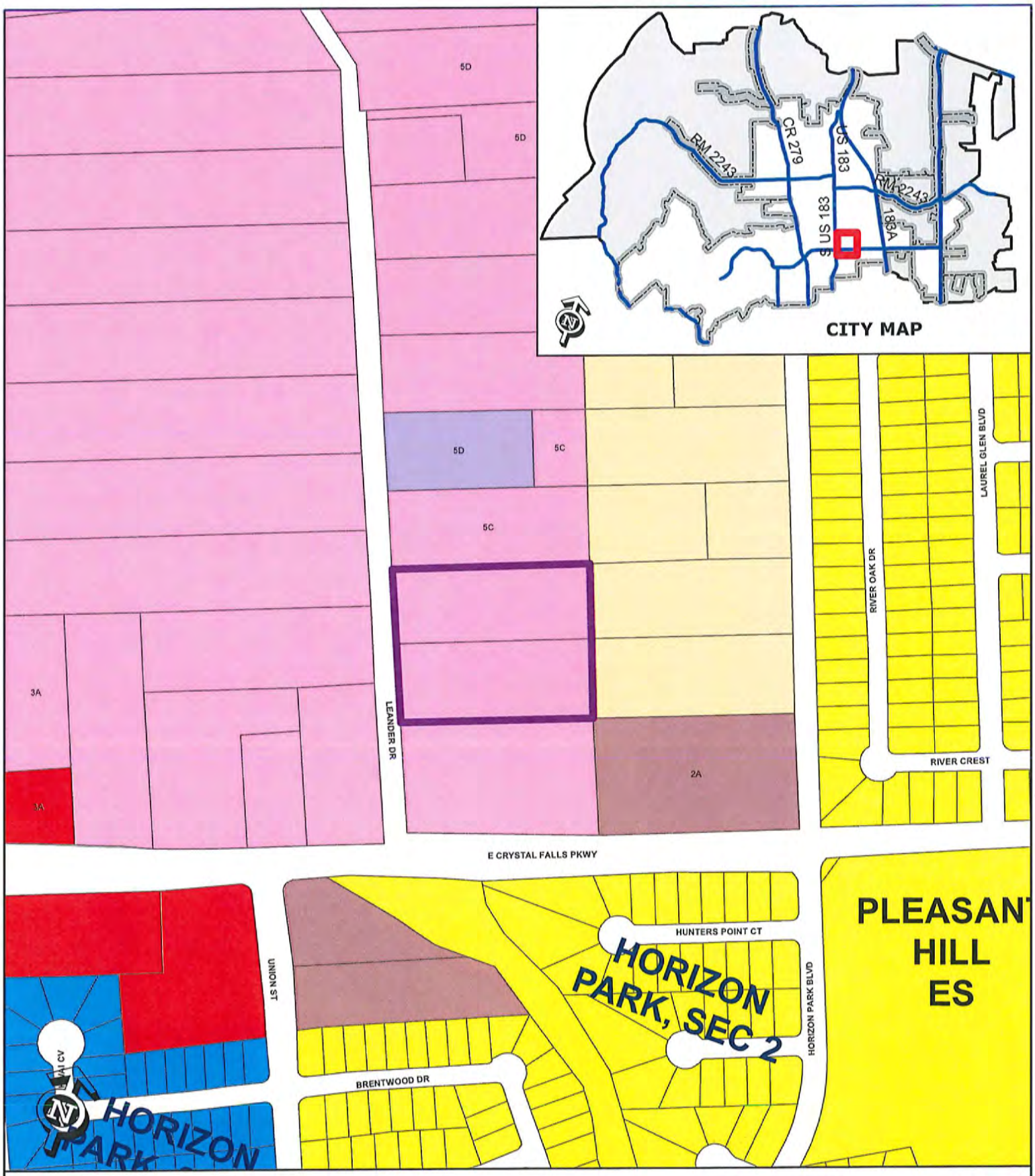
PASSED AND APPROVED on First Reading this the 2nd day of May, 2013.
FINALLY PASSED AND APPROVED on this the 16th day of May, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary


CITY MAP
RM 2243
CR 279
US 183
RM 2243
183A
US 183
5D
5D
5D
5C
5C
3A
3A
2A
LEANDER DR
RIVER OAK DR
LAUREL GLEN BLVD
RIVER CREST
E CRYSTAL FALLS PKWY
HUNTERS POINT CT
HORIZON PARK, SEC 2
HORIZON PARK BLVD
PLEASANT HILL ES
UNION ST
BRENTWOOD DR
HORIZON PARK
EXHIBIT A
Zoning Case 13-Z-009
ACI Office Park
1504 & 1506 Leander Dr
Subject Property
City Limits
Future Annexation Per DA
Involuntary Annexation
Voluntary Annexation
SFR
SFE
SFS
SFU
SFC
SFL
SFT
SFU/MH
TF
MF
LO
LC
GC
LI
HI
PUD
0
200
Feet

AGENDA ITEM # 10

Executive Summary

May 16, 2013

Agenda Subject: Ordinance Case #13-OR-001: Second reading and consider action on amending sections of article 14.200, the Composite Zoning Ordinance, to add requirements for masonry walls; to add land uses to the use components.

Background: Staff is proposing an amendment to the zoning ordinance to add a requirement for masonry walls between nonresidential and residential uses and to add the following uses to the LI (Light Industrial Use Component):

- Car Title Loans Shop/Business
- Hooka Lounge
- Pawn Shop
- Payday Lending Business
- Tattoo and/or Body Piercing Parlor

Origination: Planning Department

Financial Consideration: None

Recommendation: Staff recommends approval. The Planning & Zoning Commission recommended approval of the amendment with the corrections to minor typos shown in the summary of proposed amendments with a four to two vote at the April 25, 2013 meeting. The City Council unanimously recommended approval of the amendment at the May 02, 2013 meeting.

Attachments:

1. Summary of Proposed Amendments
2. Ordinance

Prepared By: Robin M. Griffin, AICP
Planner 05/03/2013

COMPOSITE ZONING ORDINANCE AMENDMENTS

CODE	CURRENT	PROPOSED
ART III, Sec 14 (b)	(1) Any use permitted in the "GC" component	(1) Any use permitted in the "GC" component
		(2) Car Title Loans Shop/Business
	(2) Commercial laundry	**(3)** Commercial laundry
	(3) Contractor and building material storage	**(4)** Contractor and building material storage
		(5) Hooka Lounge
	(4) Manufacture, assembly or processing of materials not classified as hazardous by the Fire Chief	**(6)** Manufacture, assembly or processing of materials not classified as hazardous by the Fire Chief
	(5) Mini-warehouse or self-service storage facilities [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway if built to Type B, C or D architectural standards or such facilities include exterior warehouse doors], warehouse and distribution, commercial storage	**(7)** Mini-warehouse or self-service storage facilities [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway if built to Type B, C or D architectural standards or such facilities include exterior warehouse doors], warehouse and distribution, commercial storage
		(8) Pawn Shop
		(9) Payday Lending Business
	(6) Research, Testing, and Development Laboratory	**(10)** Research, Testing, and Development Laboratory
	(7) Research, Testing, and Development Laboratory (Intense)	**(11)** Research, Testing, and Development Laboratory (Intense)
	(8) RV, trailer, commercial motor vehicle and boat outdoor storage [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway] (Note: refer to Article VI, Section 9 for rules on special vehicle storage)	**(12)** RV, trailer, commercial motor vehicle and boat outdoor storage [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway] (Note: refer to Article VI, Section 9 for rules on special vehicle storage)
	(9) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]	**(13)** Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]
		(14) Tattoo and/or Body Piercing Parlor
	(10) Utilities, including ground mounted service equipment and structures as a primary use and facilities such as poles, electrical switching facilities, lift stations, water pump stations, gas regulating facilities, electrical substations, generating plants, wastewater and water treatment plants, etc. (see screening requirements in Article VI, Sec. 1)	**(15)** Utilities, including ground mounted service equipment and structures as a primary use and facilities such as poles, electrical switching facilities, lift stations, water pump stations, gas regulating facilities, electrical substations, generating plants, wastewater and water treatment plants, etc. (see screening requirements in Article VI, Sec. 1)
	(11) Warehouse and distribution	**(16)** Warehouse and distribution
	(12) Wood yard	**(17)** Wood yard
	(13) Wholesale activities	**(18)** Wholesale activities
	(14) Wrecker Impoundment, Towing [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]	**(19)** Wrecker Impoundment, Towing [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]

CODE	CURRENT	PROPOSED
	(15) Stand alone crematory or embalming establishment as long as the crematory stack is no closer than 200' from a restaurant or associated parking or from a residential district (unless such district is utilized for non-residential uses). (12) Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)	**(20)** Stand alone crematory or embalming establishment as long as the crematory stack is no closer than 200' from a restaurant or associated parking or from a residential district (unless such district is utilized for non-residential uses). **(21)** Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)
ART IV, Sec 14 (e)	(e) A six-foot privacy fence is required to be constructed by any non-residential use that abuts property utilized for a single-family or two-family residence on land zoned single-family or two-family, or land planned or platted for such with an approved concept plan, preliminary plat or final plat, unless an existing structure is proposed to be expanded by less than 50%, or 1,000 sq. ft., whichever is less. Such fence shall be constructed at the common property line between the uses, or if such location is not feasible because of floodplain, trees or other natural feature, at a location that will effectively screen the non-residential use from view from the single-family or two-family residence. Such fence is required to have posts with concrete footings and is required to be constructed of one or more of the following materials: cedar, redwood, textured pre-cast concrete (e.g. WoodCrete), brick, stone, cast stone, stucco, factory tinted or painted split-faced concrete masonry unit, granite, tile or other similar material approved by the Director of Planning. A chain link fence shall not be used unless such chain link fence is necessary to provide security for an outdoor storage area or other restricted area and vinyl slats are placed within the links or opaque windscreens are utilized to provide a solid appearance. An eight-foot fence may be utilized for security purposes. Gates shall be provided in the fence as appropriate to connect to public sidewalks or other pedestrian connections unless such fence is also used as described above for security. If there is an existing privacy fence in acceptable condition, the requirement for construction of a new privacy fence with steel posts may be waived by the Director of Planning if the non-residential property owner installs one hundred and fifty percent (150%) of the normal landscape buffer plantings required by the landscape ordinance adjacent to the boundary of the single family or two family property described above.	(e) A six-foot **masonry** privacy **wall** ~~**fence**~~ is required to be constructed by any non-residential use that abuts property utilized for a single-family or two-family residence on land zoned single-family or two-family, or land planned or platted for such with an approved concept plan, preliminary plat or final plat, unless an existing structure is proposed to be expanded by less than 50%, or 1,000 sq. ft., whichever is less. Such ~~**fence**~~ **wall** shall be constructed at the common property line between the uses, or if such location is not feasible because of floodplain, trees or other natural feature, at a location that will effectively screen the non-residential use from view from the single-family or two-family residence. Such ~~**fence**~~ **wall** is required to ~~**have posts with concrete footings and is required to**~~ be constructed of one or more of the following materials: ~~**cedar, redwood,**~~ textured pre-cast concrete (e.g. WoodCrete), brick, stone, cast stone, stucco, factory tinted or painted split-faced concrete masonry unit, granite, tile or other similar material approved by the Director of Planning. ~~**A chain link fence shall not be used unless such chain link fence is necessary to provide security for an outdoor storage area or other restricted area and vinyl slats are placed within the links or opaque windscreens are utilized to provide a solid appearance.**~~ An eight-foot ~~**fence**~~ **wall** may be utilized for security purposes. Gates shall be provided in the ~~**fence**~~ **wall** as appropriate to connect to public sidewalks or other pedestrian connections unless such ~~**fence**~~ **wall** is also used as described above for security. ~~**If there is an existing privacy fence in acceptable condition, the requirement for construction of a new privacy fence with steel posts may be waived by the Director of Planning if the non-residential property owner installs one hundred and fifty percent (150%) of the normal landscape buffer plantings required by the landscape ordinance adjacent to the boundary of the single family or two family property described above.**~~

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING SECTIONS OF ARTICLE 14.200, THE COMPOSITE ZONING ORDINANCE, TO ADD REQUIREMENTS FOR MASONRY WALLS; TO ADD LAND USES TO THE LIGHT INDUSTRIAL DISTRICT; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

Whereas, the Planning & Zoning Commission held a public hearing on the proposed amendments to Article 14.200, Leander Code of Ordinances, and forwarded its recommendation on the amendments to the City Council; and

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 considered the proposed amendments and finds that the amendments are reasonable and necessary to protect the health, safety, and welfare of the present and future residents of the City;

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

Section 1. **Findings of Fact.** The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section2. **Amendment of Article III, Section 14.** Article III, Section 14 (b)of Article 14.200 of the Code of Ordinances (the "Zoning Ordinance") is hereby amended in its entirety as follows:

(b) Conforming Uses: Certain uses listed in this use component also need to be supported byan appropriate site component in order to be permitted. A building or premise shall be used only for the following purposes:

(1) Any use permitted in the "GC" component
(2) Car Title Loans Shop/Business
(3) Commercial laundry
(4) Contractor and building material storage
(5) Hooka Lounge
(6) Manufacture, assembly or processing of materials not classified as hazardous by the Fire Chief
(7) Mini-warehouse or self-service storage facilities [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway if built to Type B, C or D architectural standards or such facilities include exterior warehouse doors], warehouse and distribution, commercial storage
(8) Pawn Shop
(9) Payday Lending Business
(10) Research, Testing, and Development Laboratory

(11) Research, Testing, and Development Laboratory (Intense)
(12) RV, trailer, commercial motor vehicle and boat outdoor storage [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway] (Note: refer to Article VI, Section 9 for rules on special vehicle storage)
(13) Sexually oriented businesses as permitted by City regulations [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]
(14) Tattoo and/or Body Piercing Parlor
(15) Utilities, including ground mounted service equipment and structures as a primary use and facilities such as poles, electrical switching facilities, lift stations, water pump stations, gas regulating facilities, electrical substations, generating plants, wastewater and water treatment plants, etc. (see screening requirements in Article VI, Sec. 1)
(16) Warehouse and distribution

Section 3. **Addition of Subsection 14(b)(17-21) to Article III.** Article III, Section 14(b) of the Zoning Ordinance is hereby amended by adding subsections (17-21) to read as follows:

(17) Wood yard
(18) Wholesale activities
(19) Wrecker Impoundment, Towing [required to be set back at least four hundred (400) feet from a tollway, highway or major arterial roadway]
(20) Stand alone crematory or embalming establishment as long as the crematory stack is no closer than 200' from a restaurant or associated parking or from a residential district (unless such district is utilized for non-residential uses).
(21) Other similar uses as determined by the Director of Planning based on the criteria of Article II, Sec. 2, (f)

Section4. **Amendment of Article VI, Section 14 (e).** Article VI, Section 14(e)of the Zoning Ordinance is hereby amended in its entirety as follows:

(e) A six-foot masonry privacy wall is required to be constructed by any non-residential use that abuts property utilized for a single-family or two-family residence on land zoned single-family or two-family, or land planned or platted for such with an approved concept plan, preliminary plat or final plat, unless an existing structure is proposed to be expanded by less than 50%, or 1,000 sq. ft., whichever is less. Such wall shall be constructed at the common property line between the uses, or if such location is not feasible because of floodplain, trees or other natural feature, at a location that will effectively screen the non-residential use from view from the single-family or two-family residence. Such wall is required to be constructed of one or more of the following materials: textured pre-cast concrete (e.g. WoodCrete), brick, stone, cast stone, stucco, factory tinted or painted split-faced concrete masonry unit, granite, tile or other similar material approved by the Director of Planning. An eight-foot wall may be utilized for security purposes. Gates shall be provided in the wall as appropriate to connect to public sidewalks or other pedestrian connections unless such wall is also used as described above for security.

Section 5. **Conflicting Ordinances.** Exhibit "A", Article 14.200, Leander Code of Ordinances and of Ordinance No. 05-018-00 is amended as provided herein. All ordinances or parts thereof

conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 6. **Savings Clause.** All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 7. **Effective Date; Applicability.** This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.Section 4 of this ordinance shall apply to properties for which a site development permit application or building permit application is submitted to the City after the effective date of this ordinance. Properties for which a site development permit application or building permit application was filed on or before the effective date of this ordinance shall comply with the version of Section 14(e), Article VI of the Zoning Ordinance in effect immediately preceding this amendment.

Section 8. **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 phrase, sentence, paragraph or section 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 phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. 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 applications of 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 9. **Open Meetings.** It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 2nd day of May, 2013.
PASSED AND FINALLY APPROVED on the 16th day of May, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

AGENDA ITEM # 11

Executive Summary

May 16, 2013

Agenda Subject:	Zoning Case 13-Z-010: Hold a public hearing and consider action on the rezoning of four parcels, located at the intersection of Peregrine and Sonny Drive for 51.88 acres more or less; Parcels #R031400, R032159, R517822 and R517823. Currently, the property is zoned PUD (Planned Unit Development) and the applicant is proposing an amendment to the PUD. Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant Blake Rue on behalf of Oryx Holdings
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission recommended approval of staff's recommendation with a three to one vote at the May 09, 2013 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Proposed PUD Amendment 5. Approved Connelly's Crossing PUD 6. Letter of Intent 7. Ordinance 8. Minutes - Planning & Zoning Commission May 09, 2013
Prepared By:	Robin M. Griffin, AICP Planner 05/10/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-010
CONNELLY'S CROSSING PUD AMENDMENT

GENERAL INFORMATION

Owner: Oryx Holdings

Current Zoning: PUD (Planned Unit Development)

Proposed Zoning: PUD (Planned Unit Development)

Size and Location: The property is located adjacent to and west of the Leander Public Library and being south of and along Old Quarry Road and west of South Bagdad Road and is approximately 51.88 acres in size.

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	OCL	Established Single-Family Neighborhood (Falcon Oaks)
EAST	SFS-2-B	Leander Public Library & Mason Homestead
SOUTH	SFC-2-B SFS-2-B	Proposed Mason Ranch Neighborhood Established Single-Family Neighborhood (Mason Creek)
WEST	SFU-2-B	Proposed Mason Ranch Neighborhood

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for the design of a development which permits a mixed-residential community. This integrated project will include a blend of single family and multiple family housing types catering to a variety of income levels and age groups. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

COMPREHENSIVE PLAN STATEMENTS:

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

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

ANALYSIS:

The applicant is proposing an amendment to the Connelly's Crossing PUD (Planned Unit Development). The Planning and Zoning Commission reviewed and recommended approval of the current PUD on June 28, 2012. The original proposal consisted of a mixed residential development that included single-family and multi-family housing types to accommodate a variety of income levels and age groups.

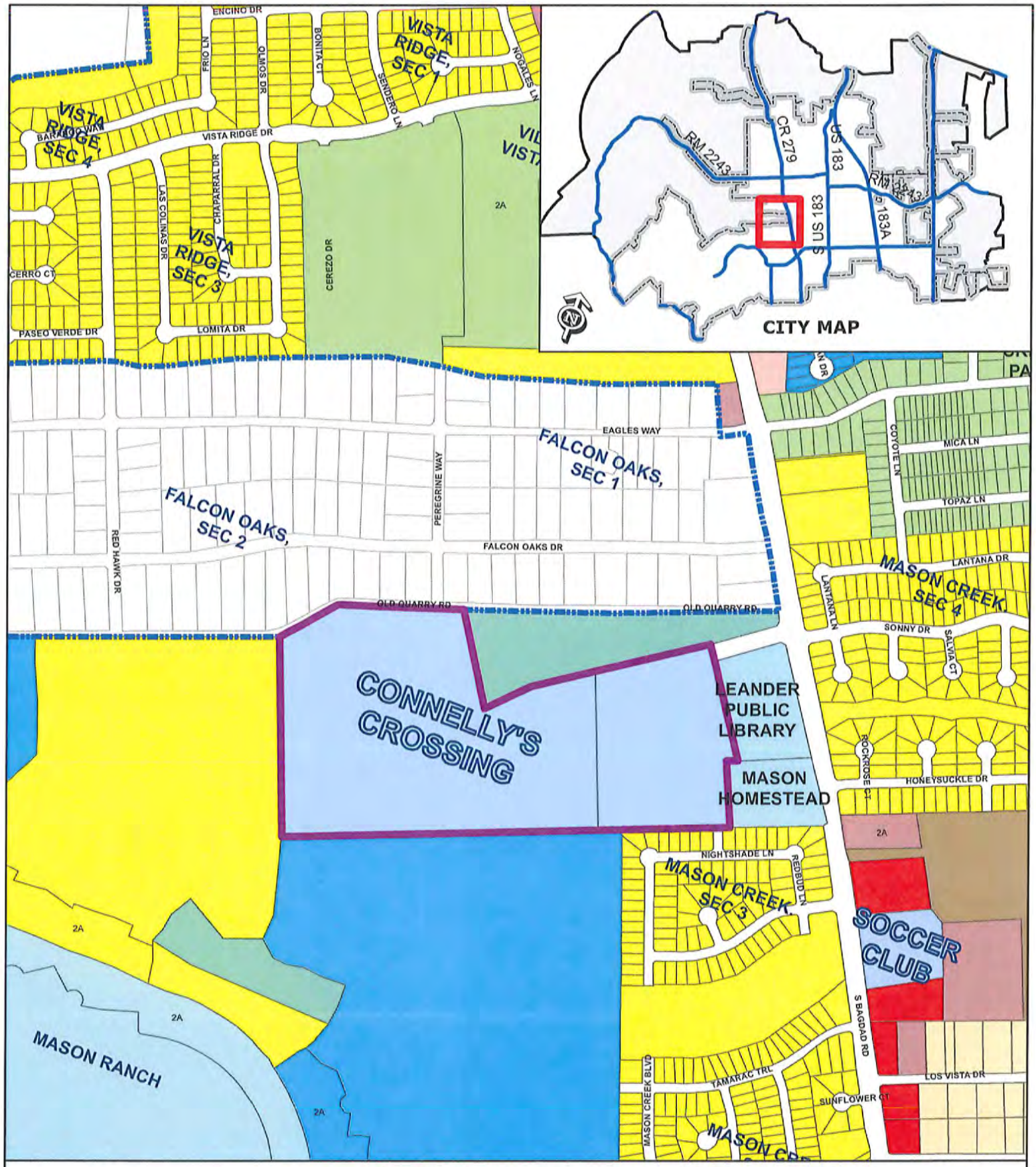
The proposed amendments include:

- Changing the proposed lot counts as follows:

	CURRENT	PROPOSED	DIFFERENCE
SFU-2-B	37	57	+ 20
SFC-2-B	65	9	- 56
SFL-2-B	16	84	+ 68

- Adding a minimum setback requirement of 18 feet for the single-family properties.
- Requiring parking stub outs to accommodate street parking.
- Removal of the proposed multi-family zoning and all associated exhibits located on 5.211 acres and replacing it with single family zoning.
- Updating the Parkland Dedication Fee Schedule to reflect the elimination of the multi-family and the addition of the single-family lots.
- Providing a staggered front setback requirement for single-family lots.
- Modifying the setback requirements for lots with alley access.
- Removing 50' garage setback requirement for properties without alley access.
- Changing the garage setback from 50' to 23' for properties without alley access and requiring the garage to be setback five feet from the facade of the home.

Staff recommends that the Exhibit I (Typical Urban Lot Facade Setbacks) is referenced as the proposed layout demonstrating the varied setbacks in the Single-Family Lot Section 1 of the proposed amendment instead of the statement regarding the "front setback plan" submittal prior to infrastructure improvements. A note can be added stating that it is conceptual and will be finalized at the construction plan phase of the subdivision process.



ZONING CASE 13-Z-010

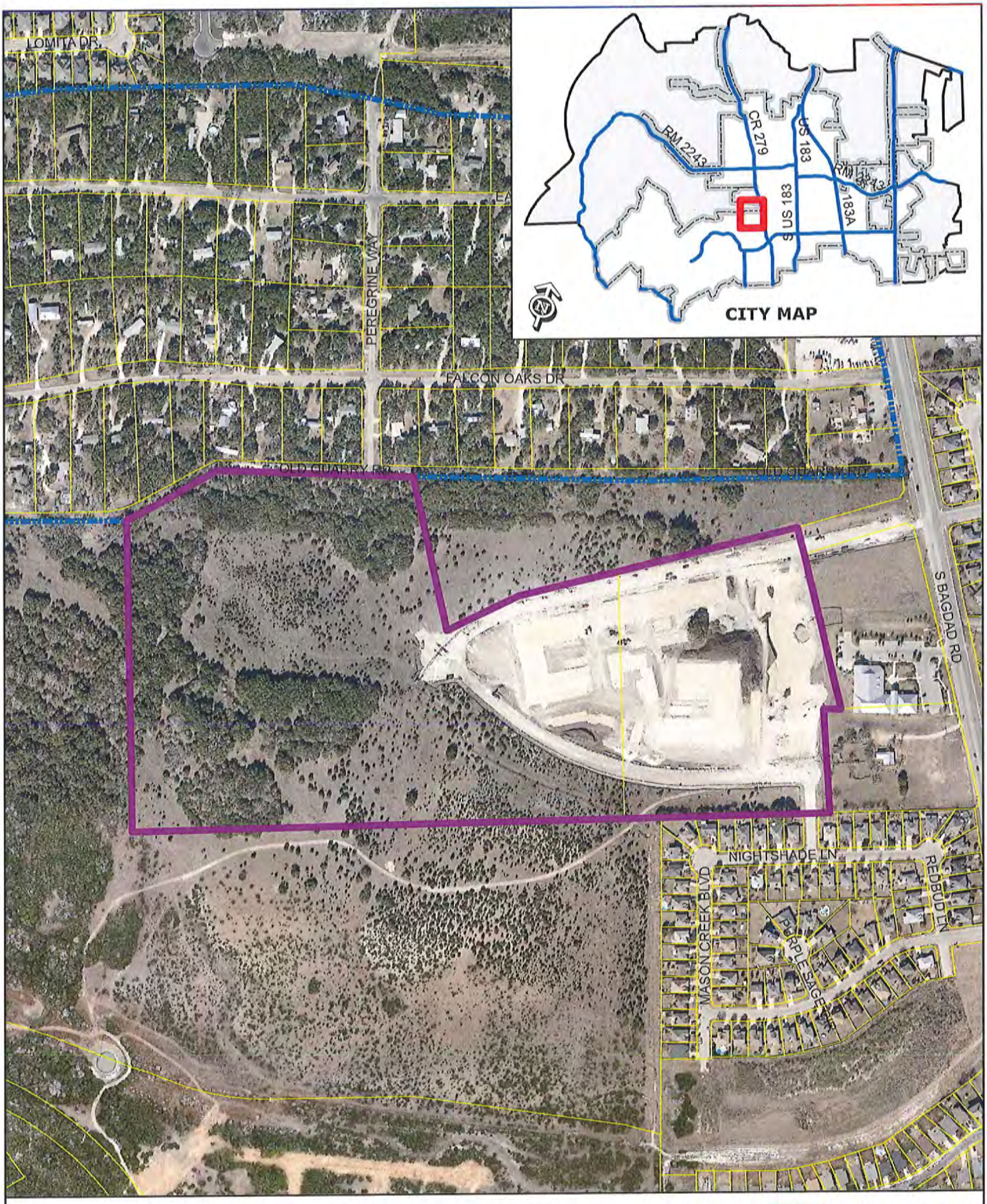
Attachment #2

Current Zoning Map
Connelly's Crossing Amendment

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

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-010 Attachment #3

Aerial Exhibit - Approximate Boundaries
Connelly's Crossing PUD Amendment

Subject Property

0 200
Feet

Connelly's Crossing Planned Unit Development – Leander, Texas

General Notes

1. Connelly's Crossing Planned Unit Development ("PUD") with the following purpose and intent:
    a. To create unified development standards;
    b. To allow development which is harmonious with nearby areas;
    c. To provide for the more efficient use of land, resulting in smaller utility networks, safer streets, more open space and lower construction and maintenance costs;
    d. To encourage harmonious and coordinated development by developing plans that better address natural features, community facilities, circulation patterns and surrounding properties and neighborhoods;
    e. To facilitate the development of the tax base, the local economy, population and public facilities;
    f. To provide and result in an enhanced residential and/or work environment for those persons living and/or working within the district; and
    g. To require the application of professional planning and design techniques to achieve overall coordinated mixed-use developments and avoid the negative effects of piecemeal, segregated, or unplanned development.
    h. This PUD includes a mixture of multifamily and single family zoning districts used to promote diverse demographic and economic characteristics. Families, seniors, single workers, young couples and students will live within close proximity of one another promoting a neighborhood that reflects the diversity and richness of the larger Leander community.
    i. Streets are the "connective tissue" of our modern communities. The street pattern is designed to provide efficient vehicular circulation between Bagdad Road through Connelly's Crossing PUD connecting to future development. A traffic circle is utilized to promote a smooth and even flow of traffic safely through the PUD without overburdening neighborhood streets which access single family lots. Multiple connections to Sonny Drive have been carefully configured to discourage cut-through traffic within the single family lots.
    j. The intent of the this PUD is to create a neighborhood designed to be:
        a. ***Neighborly***, with a strong street-orientation, and with porches and entries that promote interaction and socialization among residents and that reinforce the pedestrian scale and character of the community.
        b. ***Compatible,*** in scale and character with adjacent structures in the same vicinity.
        c. ***Diversity***, a mix of floor plans, elevations, materials, colors and treatments are encouraged to be employed.

2. The PUD consists of 51.88 acres (Property) currently in the process of being annexed into Leander, Williamson County, Texas also known as the Meihaus/Moser Property. See Exhibit A

3. Except as otherwise noted, the PUD shall be governed by the Composite Zoning Ordinance of the City of Leander Ordinance No. 05-018-00 (September 2005) as amended through and including the date of this PUD (the Zoning Ordinance)
4. Per Section 10.103(e) of the Leander Code of Ordinances, the City of Leander ("City") agrees a fee in lieu of a traffic impact analysis is appropriate for the Property covered by this PUD.

PUD Neighborhood Site Planning Standards

1. Sonny Drive along MF Lot #1 shall include one-hundred and fifty (150%) percent of landscape requirement creating a continuous vegetative buffer along MF Lot #1 and Sonny Drive.
2. All residential units will be within eight hundred fifty (850') of a neighborhood park (measured from the front entry of the unit to the open space along public streets).

Zoning

1. The base zoning for the Property shall be the following as shown on the map in Exhibit B
   a. SFU-2-B: Single Family Urban – ~~____~~57 Lots (SFU Lots)
      i. Shall allow accessory dwellings. Accessory dwellings shall be compliant with Article IV Section 6 of the Zoning Ordinance.
      ii. The set back from the front property line shall be a minimum eighteen (18) feet.
      ~~i.~~iii.
   b. SFC-2-B: Single Family Compact – ~~____~~9 Lots (SFC Lots)
      i. Shall allow accessory dwellings. Accessory dwellings shall be compliant with Article IV Section 6 of the Zoning Ordinance.
      ii. The set back from the front property line shall be a minimum of eighteen (18) feet.
      ~~i.~~
   c. SFL-2-B: Single Family Limited – ~~____~~846 Lots (SFL Lots)
      i. Shall have rear entry garages accessed by alleys.
      ii. In addition to required garage and off street parking requirements, a
      ~~i.~~ ~~A~~ minimum of one (1) paved parking space per four lots shall be provided in parking stub outs located inside the right of way. Each parking stub out shall contain a minimum of two parking spaces. See Exhibit H.
   d. MF-2-A: Multifamily – 10.939 Acres (MF Lot #1)
      i. Non street facing sides of buildings shall be allowed up to 40% Hardiplank siding.
   ~~e. MF-3-A: Multifamily – 5.211 Acres (MF Lot #2)~~
      ~~i. Non street facing sides of buildings shall be allowed up to 40% Hardiplank siding.~~
      ~~ii. Uses conforming to the following base zoning districts shall also be conforming uses for MF Lot #2~~
         ~~1. SFU 2 – B: Single Family Urban~~
         ~~2. SFC 2 – B: Single Family Compact~~

Formatted: Indent: Left: 1.5", No bullets or numbering

Formatted: Font color: Auto

Formatted: Font color: Auto

Formatted: Indent: Left: 1.19", Hanging: 0.31", No bullets or numbering

~~3. SFL 2 – B: Single Family Limited~~
~~4. SFT 2 – B: Single Family Townhouse~~

~~f.~~e. There shall be three areas designated as parkland as further described below in the Parks section.

~~g.~~f. Up to twelve (12) single family lots within this PUD may have widths, depths and/or areas up to ten (10%) less than the base zoning requirements.

~~h.~~g. In addition to (g), for every one foot that a lot is wider or deeper than required, or for every one square foot that a lot is larger than required, another lot may be reduced by the equivalent amount, for up to twelve (12) lots in this PUD being allowed to have such reduced sizes, and up to ten percent (10%) less than requirements. These prescribed limits in (h) may be increased to up to double these amounts if increased tree or other significant natural protection can be demonstrated.

Parks

1. There shall be three areas reserved for parkland dedication as shown on Exhibit B (The Parks)
2. Parkland Dedication Requirements:

SINGLE FAMILY - ~~118~~ ~~152~~ 150 lots proposed

Land Dedication requirement

~~118~~ ~~152~~ 150 lots /100 = ~~1.18~~1.52 ~~50~~ 1.5 X 3.5 acres = ~~4.13~~5.32 ~~5.25~~ acres required

Land provided:
PARK 1 - 3.33 acres provided/ 1.772 accepted*
PARK 2 - 1.08 acres
PARK 3 - 1.278 acres
Total Credit - 4.13 acres which satisfies land dedication requirement for 118 Lots

Fee in lieu of Land Dedication for 1.12 acres ***
~~34~~ 32 lots (150 Lots -- 118 Lots credited for Land Dedication) @ 825~~50~~.00 per lot = ~~28,~~26,~~900~~ 400.00 required fee in lieu of land dedication

Improvement Fee
~~188~~ ~~152~~ 150 lots @350.00 per lot = ~~41~~53,~~300~~200 52,500.00 required**

*Only partial land credit of 1.772 acres will be accepted for Detention/Water Quality PARK
** Credit for recreational improvements in Parks #2 and #3 will be accepted. No recreational improvement credits for Park #1.
***5.25 acres required land dedication less 4.13 acre credit for land provided (4.13 acres provided satisfies land dedication requirement for 118 Lots)

MULTI-FAMILY - ~~308~~ 208 unit~~s~~ ~~proposed~~Merritt Legacy Project*

Land Dedication requirement

~~308~~ 208 units/100 = ~~3~~ 2.08 X 3.5 acres = ~~10.786.344~~ 7.28 acres required

Land Provided
-0-
Fee in lieu
~~308~~ 208 X 825.00 = ~~254,100~~ $171,600.00 ~~Previously Paid~~ previously paid by Merritt Legacy Project~~required~~

Improvement Fee
~~308~~ 208 units X 350.00 = ~~107~~ $72,800.00 ~~required~~~~To be~~ previously paid by the Merritt Legacy Project

Formatted: Not Highlight
Formatted: Not Highlight
Formatted: Not Highlight
Formatted: Not Highlight
Formatted: Not Highlight
Formatted: Not Highlight
Formatted: Not Highlight
Formatted: Not Highlight
Formatted: Not Highlight
Formatted: Not Highlight

* Park land dedication and improvement fees will be calculated based on actual number of multifamily units developed

Detention and Water Quality Improvements

1. All necessary easements shall be granted from Park #1 to the MF Lot #1 for the construction, service and maintenance of a wet pond detention and water quality facility (Wet Pond). The Wet Pond will serve the detention and water quality requirements of the MF Lot #1 and up to 25 single family lots. Appropriate drainage easements shall also be granted from single family lots, MF Lot #1 and Park #1 for drainage flows. See exhibit C
    a. The party constructing improvements on the MF Lot #1 shall be responsible for all costs associated with the construction of the Wet Pond improvements located on Park #1.
    b. All costs associated with the service and maintenance of the Wet Pond, including but not limited to costs associated with maintaining the water level in the Wet Pond as provided in plans approved by the City, shall be the responsibility of the owner of the MF Lot #1 in perpetuity.
    c. The Wet Pond shall be serviced and maintained in good order by the owner of the MF Lot #1 in perpetuity according to plans approved by the City.
2. The Wet Pond will be designed to serve as an aesthetically appealing amenity to Park #1.
3. ~~Detention and water quality improvements as required by the City of Leander Code of Ordinance shall be placed onsite for the MF Lot #2.~~
4. ~~3.~~ Detention and water quality improvements as required by the City of Leander Code of Ordinances for the remaining single family lots shall be placed on the detention pond and water quality areas as shown on Exhibit C.
5. ~~4.~~ This development requires an Edwards Aquifer Contributing Zone Plan.

SINGLE FAMILY LOTS

Variation and Diversity

1. A separation of four (4) lots shall be maintained along the same block face for any floor plan and a separation of eight (8) lots shall be maintained for the same elevation. A two

(2) lot separation is necessary across the facing street for any floor plan and four (4) lot separation for the same elevation. Similarly, material/color schemes must vary so that no two homes have the same floor plan, elevation and material/color scheme.

~~1.~~2. For Single Family Urban Lots, the front façade (not including the front porch) of a home shall be staggered by a minimum of five (5) feet once every three lots for lots on the same side of the street. Example #1: if the front facade for lots 1 and 2 is located eighteen (18) feet from the front property line, the front facade for lot 3 shall be located a minimum of 23 feet from the front property line. Example #2: if the front façade for lot 5 is located (20) twenty feet and lot 6 is located twenty three (23) feet from the front property line, the front façade for lot 7 shall be located eighteen (18) feet or more than twenty eight (28) feet from the front property line. A front setback plan for each lot included in a Phase shall be submitted to the City prior to the City's final approval infrastructure improvements.

~~2.~~3. To the extent practicable, a mix of single, one-and one-half, and two (2) story homes are encouraged to be introduced along a block face.

Building Height and Massing

1. ~~The~~ For lots with alley access, the two (2) story portion of the main house ~~(not including garage apartments or accessory dwellings)~~ shall be set back by at least twenty five (25') feet from the rear property line.
2. It is encouraged to employ changes in volume and plane, sloping roofs, and porches to reduce the perceived scale of the structure.
3. Except as noted herein, ~~s~~Setbacks and building heights for the single family lots shall meet the requirements of the City of Leander Code of Ordinances.

Garages and Alleys

1. As shown on Exhibit B, single family lots which are accessed by an alley shall be restricted from having a garage facing the front property line. Garages for single family lots accessed by an alley shall be located towards the rear of the lot and shall be accessible only from the alley.

~~2. The single family lots will be served by alleys or in the event that alleys are not an option, street facing garages shall be set back a distance of fifty (50') feet from the front property line. This serves to promote architectural design that is skillfully employed to reduce the visual effect of a garage on the front elevation.~~

~~2.~~2. Lots not having alley access shall have garages set back from the front property line by a minimum distance of ~~fifty~~ twenty three (~~50'~~23') feet and not less than five (5) feet from the front facade of the home, not including the front porch, closest to the front property line. This serves to promote architectural design that is skillfully employed to reduce the visual effect of a garage on the front elevation.

Sidewalks

1. Sidewalks shall be constructed as required by the Composite Zoning Ordinance. Connelly's Crossing PUD is designed to facilitate a new urbanism design with a

pedestrian friendly environment that encourages pedestrian access throughout the PUD and to the City of Leander Library, neighborhood parks and their amenities.

2. Sonny Drive along the MF Lot #1 shall have a six (6) foot ~~sideway~~ sidewalk with bump outs for benches every 100 – 150 feet. See Exhibit F

Porches

1. All SFL-2-B Lots and SFC-2-B Lots shall have ground level front or corner porch with a minimum area of eighty (80) square feet.
2. All SFU Lots shall have ground level front or corner porch with a minimum area of 100 square feet and a minimum depth of seven feet.
3. Porches and finish floors shall be clearly delineated from the front yard with at least a twelve (12") inch grade change.
4. The use of columns and open railings is strongly encouraged. Such columns and open railings shall be compliant with the City of Leander Code of Ordinances.

MULTIFAMILY LOTS

Architecture

1. The architecture of improvements constructed on the MF Lot #1 shall be substantially similar to Exhibit D and in compliance with the architectural component Type A of the Composite Zoning Ordinance subject to any modifications allowed in this PUD.
    a. MF Lot #1 intends to utilize the "Great Street" concepts along Sonny Drive to create a pedestrian friendly atmosphere with a strong sense of place and orientation that facilitates a connection between the residential units in the PUD and the City of Leander library and the Mason Homestead.
    b. Sonny Drive along MF Lot #1 shall include 150% of the landscaping required by the City of Leander Code of Ordinances. The extensive landscaping is intended to create a continuous vegetative buffer along six (6) foot sidewalks which include benches that promote pedestrian traffic. The sidewalk and bench layout shall be substantially similar to Exhibit F.
    c. MF Lot #1 shall provide parking that is largely invisible from Sonny Drive substantially similar to Exhibit F.

~~2. The architecture of improvements constructed on the MF Lot #2, should the multifamily base zoning be utilized, shall be substantially similar to Exhibit E.~~

Setbacks

1. In efforts to promote an urban feel and setting, the building setback for MF Lot #1 along Sonny Drive shall be fifteen (15) feet from the Right of Way.
    a. Within this fifteen (15) foot setback and/or the Sonny Drive right of way, a six (6) foot sideway shall be constructed with bump outs for benches every 100 – 150 feet. Exhibit F.
        i. Appropriate easements for the any sidewalks or benches located outside the right of way shall be granted to the City.

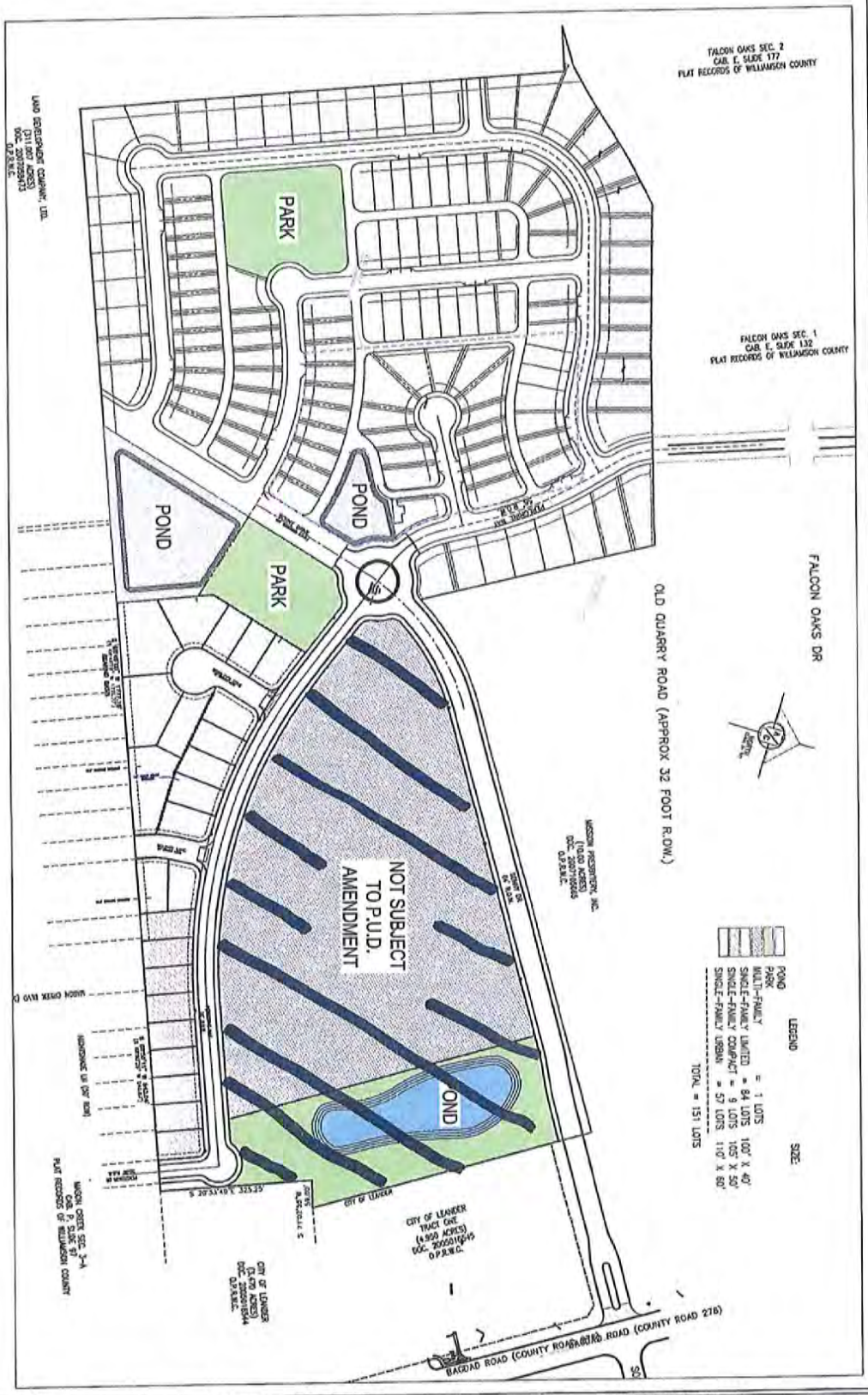
b. Within this fifteen (15) foot setback, landscaping requirements shall be 150% of the City of Leander Code of Ordinance landscape requirements.

2. All other setbacks in this PUD shall be compliant with the Composite Zoning Ordinance.

Exhibit A: Survey 51.88 Acre Meihaus Tract
Amended Exhibit B: Base Zoning and Rendering of Connelly's Crossing
Amended Exhibit C: Detention and Water Quality Map
Exhibit D: Proposed Architecture for MF Lot #1
Exhibit E: ~~Proposed Architecture for MF Lot #2~~ NA
Exhibit F: Proposed Sidewalk and bench layout along MF Lot #1 and Sonny Drive
Exhibit G: Conceptual Single Family Homes
Exhibit H: Parking Stub Out Dimensions
Exhibit I: Single Family Urban Front Setback Map

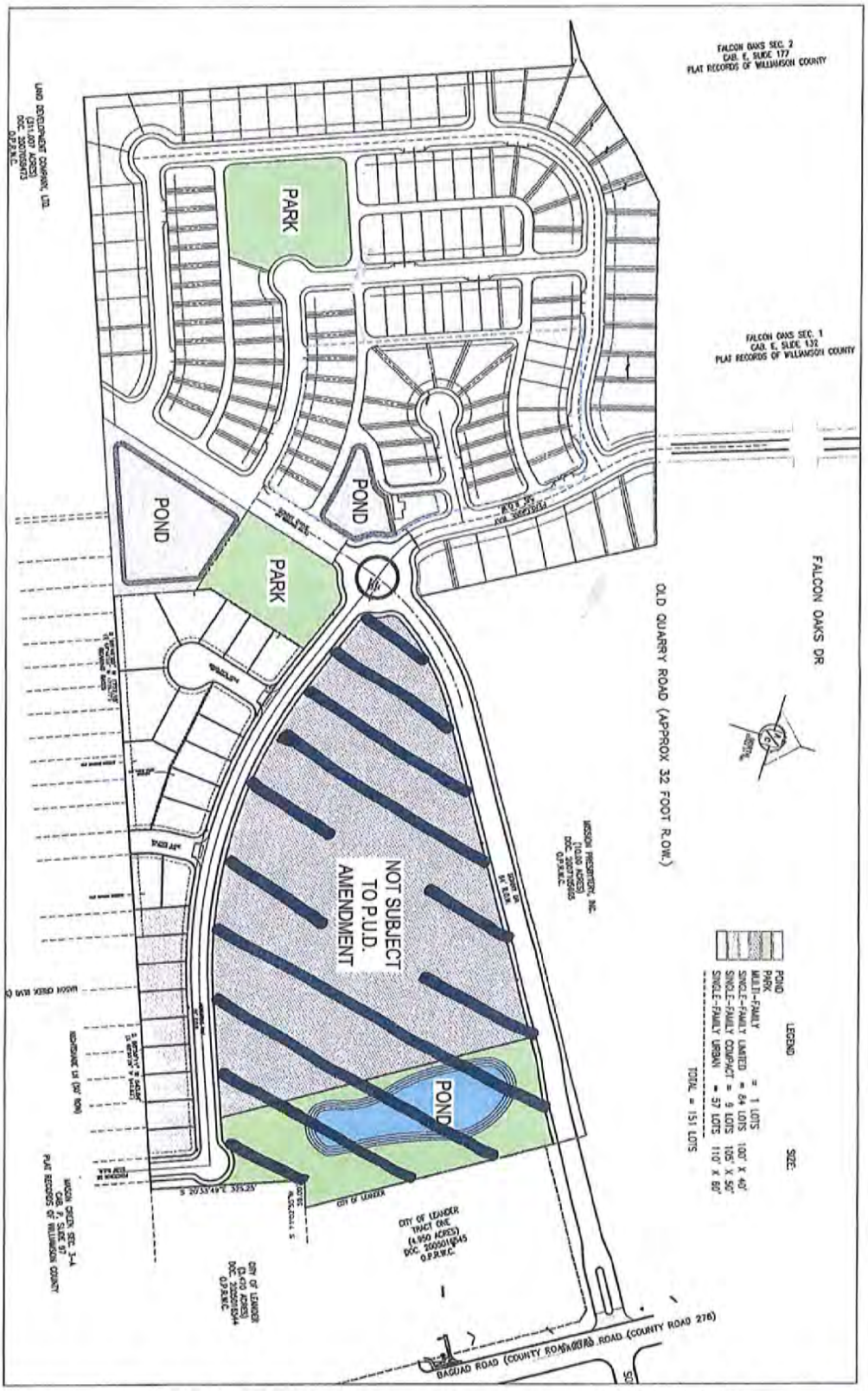
Formatted: Font: 12 pt

EXHIBIT B
BASE ZONING DISTRICT



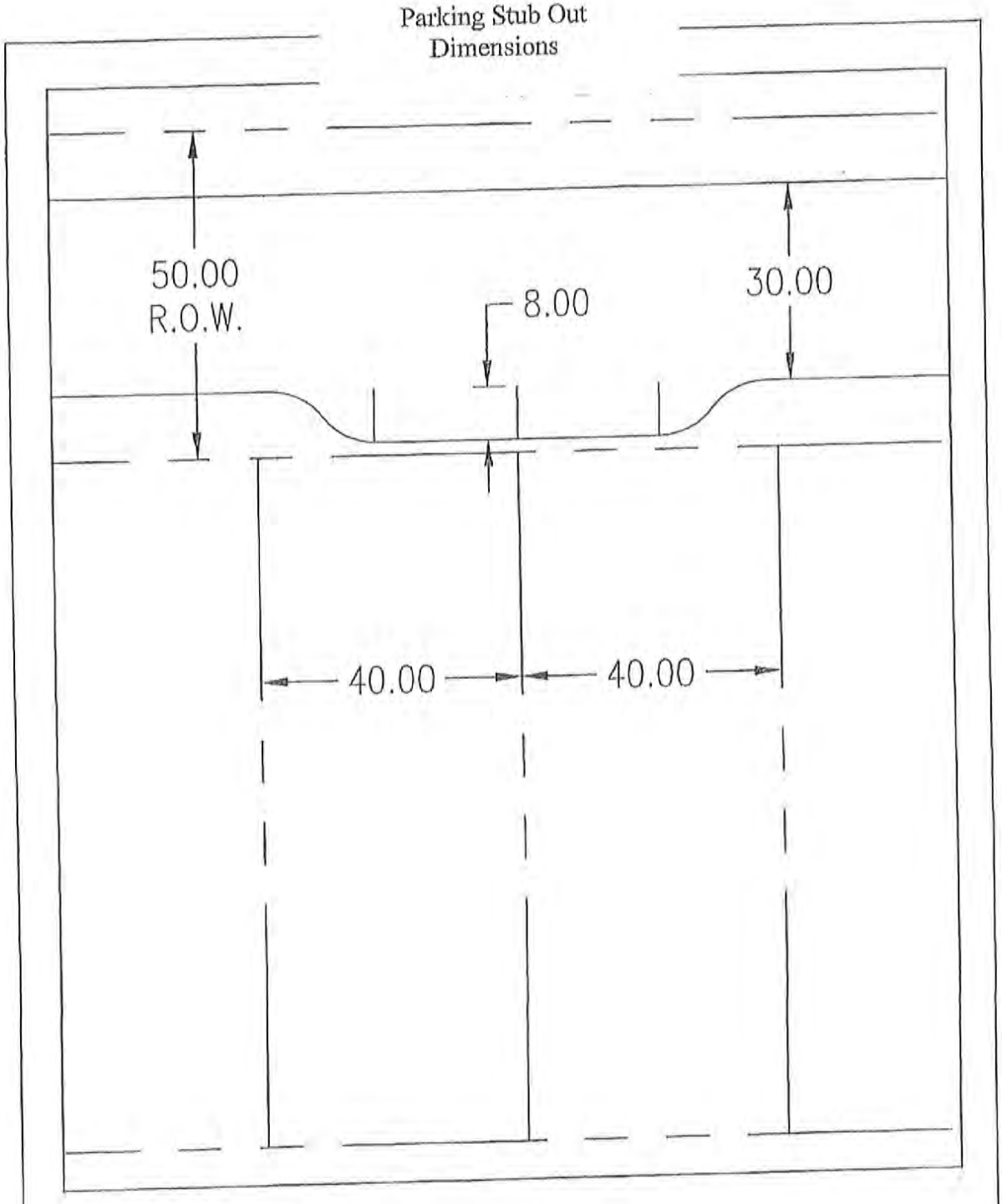
SITE CIVIL PLAN			REVISIONS DESCRIPTION		CONNELLY'S CROSSING PUD EXHIBIT 2 BAGDAD ROAD	AUSTIN CIVIL ENGINEERING, INC. TBPE FIRM # F-00701B 2708 SOUTH LAMAR BLVD., Ste. 203A AUSTIN, TEXAS 78704 PH: (512) 306-0018 FAX: (512) 306-0048

EXHIBIT C
DETENTION AND WATER QUALITY
MAP



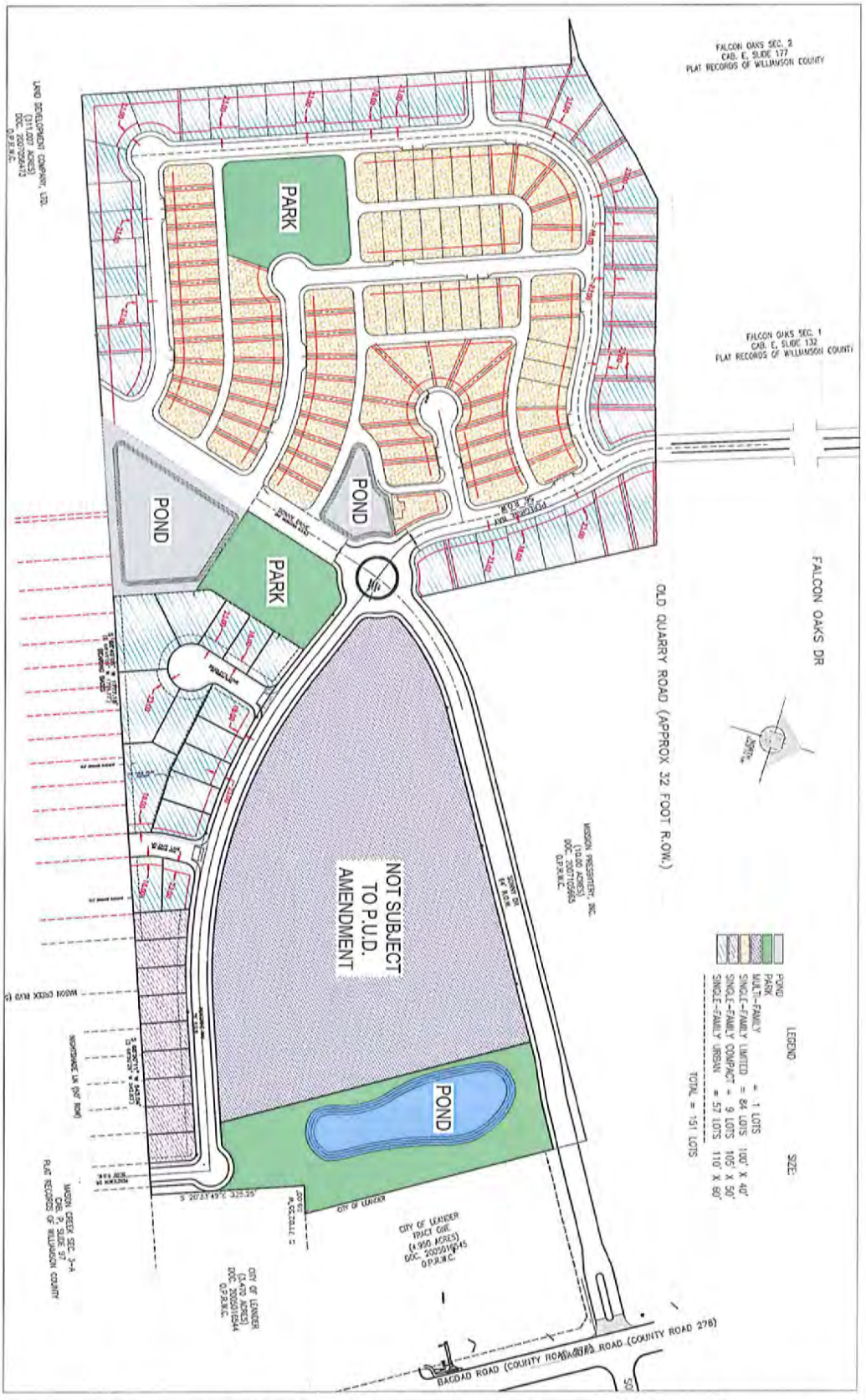
SITE CIVIL PLAN		REVISIONS	CONNELLY'S CROSSING PUD EXHIBIT 2 BAGDAD ROAD		AUSTIN CIVIL ENGINEERING, INC. TBPE FIRM # F-001018 2708 SOUTH LAMAR BLVD., Ste. 200A AUSTIN, TEXAS 78704 PH: (512) 305-0018 FAX: (512) 305-0048

Exhibit H
Parking Stub Out
Dimensions



STANDARD NO.	PARKING DETAIL	AUSTIN CIVIL ENGINEERING, INC.
	N.T.S.	TBPE FIRM # F-001018 2708 SOUTH LAMAR BLVD., Ste. 200A AUSTIN, TEXAS 78704 PH: (512) 308-0018 FAX: (512) 308-0048

EXHIBIT I
VARIED SETBACKS



SITE CIVIL PLAN			CONNELLY'S CROSSING PUD EXHIBIT 2 BAGDAD ROAD		AUSTIN CIVIL ENGINEERING, INC. TBPE FIRM # F-001018 2708 SOUTH LAMAR BLVD., Ste. 200A AUSTIN, TEXAS 78704 PH: (512) 306-0018 FAX: (512) 306-0048

ATTACHMENT #5

CONNELLY'S CROSSING

PLANNED UNIT DEVELOPMENT

CITY OF LEANDER

Connelly's Crossing Planned Unit Development – Leander, Texas

General Notes

1. Connelly's Crossing Planned Unit Development ("PUD") with the following purpose and intent:
    a. To create unified development standards;
    b. To allow development which is harmonious with nearby areas;
    c. To provide for the more efficient use of land, resulting in smaller utility networks, safer streets, more open space and lower construction and maintenance costs;
    d. To encourage harmonious and coordinated development by developing plans that better address natural features, community facilities, circulation patterns and surrounding properties and neighborhoods;
    e. To facilitate the development of the tax base, the local economy, population and public facilities;
    f. To provide and result in an enhanced residential and/or work environment for those persons living and/or working within the district; and
    g. To require the application of professional planning and design techniques to achieve overall coordinated mixed-use developments and avoid the negative effects of piecemeal, segregated, or unplanned development.
    h. This PUD includes a mixture of multifamily and single family zoning districts used to promote diverse demographic and economic characteristics. Families, seniors, single workers, young couples and students will live within close proximity of one another promoting a neighborhood that reflects the diversity and richness of the larger Leander community.
    i. Streets are the "connective tissue" of our modern communities. The street pattern is designed to provide efficient vehicular circulation between Bagdad Road through Connelly's Crossing PUD connecting to future development. A traffic circle is utilized to promote a smooth and even flow of traffic safely through the PUD without overburdening neighborhood streets which access single family lots. Multiple connections to Sonny Drive have been carefully configured to discourage cut-through traffic within the single family lots.
    j. The intent of the this PUD is to create a neighborhood designed to be:
        a. ***Neighborly***, with a strong street-orientation, and with porches and entries that promote interaction and socialization among residents and that reinforce the pedestrian scale and character of the community.
        b. ***Compatible,*** in scale and character with adjacent structures in the same vicinity.
        c. ***Diversity***, a mix of floor plans, elevations, materials, colors and treatments are encouraged to be employed.

2. The PUD consists of 51.88 acres (Property) currently in the process of being annexed into Leander, Williamson County, Texas also known as the Meihaus/Moser Property. See Exhibit A

3. Except as otherwise noted, the PUD shall be governed by the Composite Zoning Ordinance of the City of Leander Ordinance No. 05-018-00 (September 2005) as amended through and including the date of this PUD (the Zoning Ordinance)
4. Per Section 10.103(e) of the Leander Code of Ordinances, the City of Leander ("City") agrees a fee in lieu of a traffic impact analysis is appropriate for the Property covered by this PUD.

PUD Neighborhood Site Planning Standards

1. Sonny Drive along MF Lot #1 shall include one-hundred and fifty (150%) percent of landscape requirement creating a continuous vegetative buffer along MF Lot #1 and Sonny Drive.
2. All residential units will be within eight hundred fifty (850') of a neighborhood park (measured from the front entry of the unit to the open space along public streets).

Zoning

1. The base zoning for the Property shall be the following as shown on the map in Exhibit B
    a. SFU-2-B: Single Family Urban – 37 Lots (SFU Lots)
        i. Shall allow accessory dwellings. Accessory dwellings shall be compliant with Article IV Section 6 of the Zoning Ordinance.
    b. SFC-2-B: Single Family Compact – 65 Lots (SFC Lots)
        i. Shall allow accessory dwellings. Accessory dwellings shall be compliant with Article IV Section 6 of the Zoning Ordinance.
    c. SFL-2-B: Single Family Limited – 16 Lots (SFL Lots)
    d. MF-2-A: Multifamily – 10.939 Acres (MF Lot #1)
        i. Non street facing sides of buildings shall be allowed up to 40% Hardiplank siding.
    e. MF-3-A: Multifamily – 5.211 Acres (MF Lot #2)
        i. Non street facing sides of buildings shall be allowed up to 40% Hardiplank siding.
        ii. Uses conforming to the following base zoning districts shall also be conforming uses for MF Lot #2
            1. SFU 2 – B: Single Family Urban
            2. SFC 2 – B: Single Family Compact
            3. SFL 2 – B: Single Family Limited
            4. SFT 2 – B: Single Family Townhouse
    f. There shall be three areas designated as parkland as further described below in the Parks section.
    g. Up to twelve (12) single family lots within this PUD may have widths, depths and/or areas up to ten (10%) less than the base zoning requirements.
    h. In addition to (g), for every one foot that a lot is wider or deeper than required, or for every one square foot that a lot is larger than required, another lot may be reduced by the equivalent amount, for up to twelve (12) lots in this PUD being allowed to have such reduced sizes, and up to ten percent (10%) less than requirements. These prescribed limits in (h) may be increased to up to double

these amounts if increased tree or other significant natural protection can be demonstrated.

Parks

1. There shall be three areas reserved for parkland dedication as shown on Exhibit B (The Parks)
2. Parkland Dedication Requirements:

SINGLE FAMILY - 118 lots proposed

Land Dedication requirement
118 lots /100 = 1.18 X 3.5 acres = 4.13 acres required

Land provided:
PARK 1 - 3.33 acres provided/ 1.772 accepted*
PARK 2 - 1.08 acres
PARK 3 - 1.278 acres
Total Credit - 4.13 acres

Improvement Fee
188 lots @350.00 per lot = 41,300.00 required**

*Only partial land credit of 1.772 acres will be accepted for Detention/Water Quality PARK
** Credit for recreational improvements in Parks #2 and #3 will be accepted. No recreational improvement credits for Park #1.

MULTI-FAMILY - 308 units proposed*

Land Dedication requirement
308 units/100 = 3.08 X 3.5 acres = 10.78 acres required

Land Provided
-0-
Fee in lieu
308 X 825.00 = 254,100.00 required

Improvement Fee
308 units X 350.00 = 107,800.00 required

* Park land dedication and improvement fees will be calculated based on actual number of multifamily units developed

Detention and Water Quality Improvements

1. All necessary easements shall be granted from Park #1 to the MF Lot #1 for the construction, service and maintenance of a wet pond detention and water quality facility (Wet Pond). The Wet Pond will serve the detention and water quality requirements of the MF Lot #1 and up to 25 single family lots. Appropriate drainage

easements shall also be granted from single family lots, MF Lot #1 and Park #1 for drainage flows. See exhibit C

a. The party constructing improvements on the MF Lot #1 shall be responsible for all costs associated with the construction of the Wet Pond improvements located on Park #1.
b. All costs associated with the service and maintenance of the Wet Pond, including but not limited to costs associated with maintaining the water level in the Wet Pond as provided in plans approved by the City, shall be the responsibility of the owner of the MF Lot #1 in perpetuity.
c. The Wet Pond shall be serviced and maintained in good order by the owner of the MF Lot #1 in perpetuity according to plans approved by the City.

2. The Wet Pond will be designed to serve as an aesthetically appealing amenity to Park #1.
3. Detention and water quality improvements as required by the City of Leander Code of Ordinance shall be placed onsite for the MF Lot #2.
4. Detention and water quality improvements as required by the City of Leander Code of Ordinances for the remaining single family lots shall be placed on the detention pond and water quality areas as shown on Exhibit C.
5. This development requires an Edwards Aquifer Contributing Zone Plan.

SINGLE FAMILY LOTS

Variation and Diversity

1. A separation of four (4) lots shall be maintained along the same block face for any floor plan and a separation of eight (8) lots shall be maintained for the same elevation. A two (2) lot separation is necessary across the facing street for any floor plan and four (4) lot separation for the same elevation. Similarly, material/color schemes must vary so that no two homes have the same floor plan, elevation and material/color scheme.
2. To the extent practicable, a mix of single, one-and one-half, and two (2) story homes are encouraged to be introduced along a block face.

Building Height and Massing

1. The two (2) story portion of the main house (not including garage apartments or accessory dwellings) shall be set back by at least twenty five (25') feet from the rear property line.
2. It is encouraged to employ changes in volume and plane, sloping roofs, and porches to reduce the perceived scale of the structure.
3. Setbacks and building heights for the single family lots shall meet the requirements of the City of Leander Code of Ordinances.

Garages and Alleys

1. As shown on Exhibit B, single family lots which are accessed by an alley shall be restricted from having a garage facing the front property line. Garages for single family lots accessed by an alley shall be located towards the rear of the lot and shall be accessible only from the alley.

2. The single family lots will be served by alleys or in the event that alleys are not an option, street facing garages shall be set back a distance of fifty (50') feet from the front property line. This serves to promote architectural design that is skillfully employed to reduce the visual effect of a garage on the front elevation.
3. Lots not having alley access shall have garages set back from the front property line by a minimum distance of fifty (50') feet.

Sidewalks

1. Sidewalks shall be constructed as required by the Composite Zoning Ordinance. Connelly's Crossing PUD is designed to facilitate a new urbanism design with a pedestrian friendly environment that encourages pedestrian access throughout the PUD and to the City of Leander Library, neighborhood parks and their amenities.
2. Sonny Drive along the MF Lot #1 shall have a six (6) foot sideway with bump outs for benches every 100 – 150 feet. See Exhibit F

Porches

1. All SFL-2-B Lots and SFC-2-B Lots shall have ground level front or corner porch with a minimum area of eighty (80) square feet.
2. All SFU Lots shall have ground level front or corner porch with a minimum area of 100 square feet and a minimum depth of seven feet.
3. Porches and finish floors shall be clearly delineated from the front yard with at least a twelve (12") inch grade change.
4. The use of columns and open railings is strongly encouraged. Such columns and open railings shall be compliant with the City of Leander Code of Ordinances.

MULTIFAMILY LOTS

Architecture

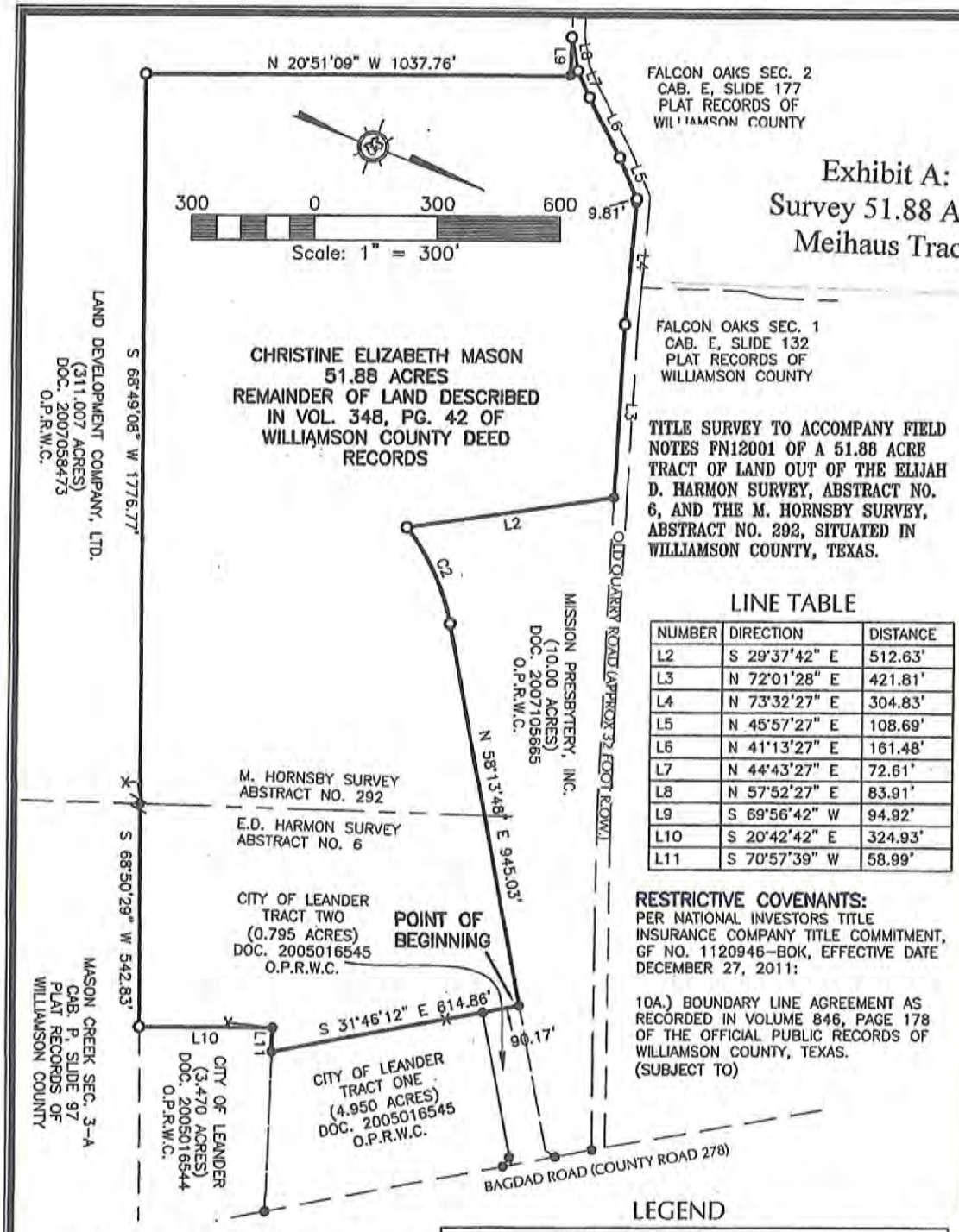
1. The architecture of improvements constructed on the MF Lot #1 shall be substantially similar to Exhibit D and in compliance with the architectural component Type A of the Composite Zoning Ordinance subject to any modifications allowed in this PUD.
    a. MF Lot #1 intends to utilize the "Great Street" concepts along Sonny Drive to create a pedestrian friendly atmosphere with a strong sense of place and orientation that facilitates a connection between the residential units in the PUD and the City of Leander library and the Mason Homestead.
    b. Sonny Drive along MF Lot #1 shall include 150% of the landscaping required by the City of Leander Code of Ordinances. The extensive landscaping is intended to create a continuous vegetative buffer along six (6) foot sidewalks which include benches that promote pedestrian traffic. The sidewalk and bench layout shall be substantially similar to Exhibit F.
    c. MF Lot #1 shall provide parking that is largely invisible from Sonny Drive substantially similar to Exhibit F.
2. The architecture of improvements constructed on the MF Lot #2, should the multifamily base zoning be utilized, shall be substantially similar to Exhibit E.

Setbacks

1. In efforts to promote an urban feel and setting, the building setback for MF Lot #1 along Sonny Drive shall be fifteen (15) feet from the Right of Way.
    a. Within this fifteen (15) foot setback and/or the Sonny Drive right of way, a six (6) foot sideway shall be constructed with bump outs for benches every 100 – 150 feet. Exhibit F.
        i. Appropriate easements for the any sidewalks or benches located outside the right of way shall be granted to the City.
    b. Within this fifteen (15) foot setback, landscaping requirements shall be 150% of the City of Leander Code of Ordinance landscape requirements.
2. All other setbacks in this PUD shall be compliant with the Composite Zoning Ordinance.

Exhibit A: Survey 51.88 Acre Meihaus Tract
Exhibit B: Base Zoning and Rendering of Connelly's Crossing
Exhibit C: Detention and Water Quality Map
Exhibit D: Proposed Architecture for MF Lot #1
Exhibit E: Proposed Architecture for MF Lot #2
Exhibit F: Proposed Sidewalk and bench layout along MF Lot #1 and Sonny Drive
Exhibit G: Conceptual Single Family Homes

Exhibit A: Survey 51.88 Acre Meihaus Tract



TITLE SURVEY TO ACCOMPANY FIELD NOTES FN12001 OF A 51.88 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, AND THE M. HORNSBY SURVEY, ABSTRACT NO. 292, SITUATED IN WILLIAMSON COUNTY, TEXAS.

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L2	S 29°37'42" E	512.63'
L3	N 72°01'28" E	421.81'
L4	N 73°32'27" E	304.83'
L5	N 45°57'27" E	108.69'
L6	N 41°13'27" E	161.48'
L7	N 44°43'27" E	72.61'
L8	N 57°52'27" E	83.91'
L9	S 69°56'42" W	94.92'
L10	S 20°42'42" E	324.93'
L11	S 70°57'39" W	58.99'

RESTRICTIVE COVENANTS:
PER NATIONAL INVESTORS TITLE INSURANCE COMPANY TITLE COMMITMENT, GF NO. 1120946-BOK, EFFECTIVE DATE DECEMBER 27, 2011:

10A.) BOUNDARY LINE AGREEMENT AS RECORDED IN VOLUME 846, PAGE 178 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. (SUBJECT TO)

BEARING BASIS OF THE SURVEY SHOWN HEREON IS PROVIDED BY DOCUMENT 2007058473 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY.

LEGEND

( )	RECORD INFORMATION
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
●	IRON ROD FOUND
O	½" IRON ROD W/CAP SET
—X—	BARBED WIRE FENCE

CURVE TABLE

NUMBER	DELTA ANGLE	ARC LENGTH	CHORD LENGTH	CHORD BEARING.	RADIUS
C2	27°30'01"	261.58	259.08	N 44°28'51" E	545.00

EXHIBIT 'A'
SHEET 4 OF 4

HAYNIE CONSULTING, INC.
Civil Engineers and Land Surveyors
1010 Provident Lane
Round Rock, Texas 78664-3276
Ph. 512-837-2446 Fax 512-837-9463
Firm #2411

DRAWN BY : CAA DATE: 1/13/12
JOB NO.: 668-12-01 SP12001

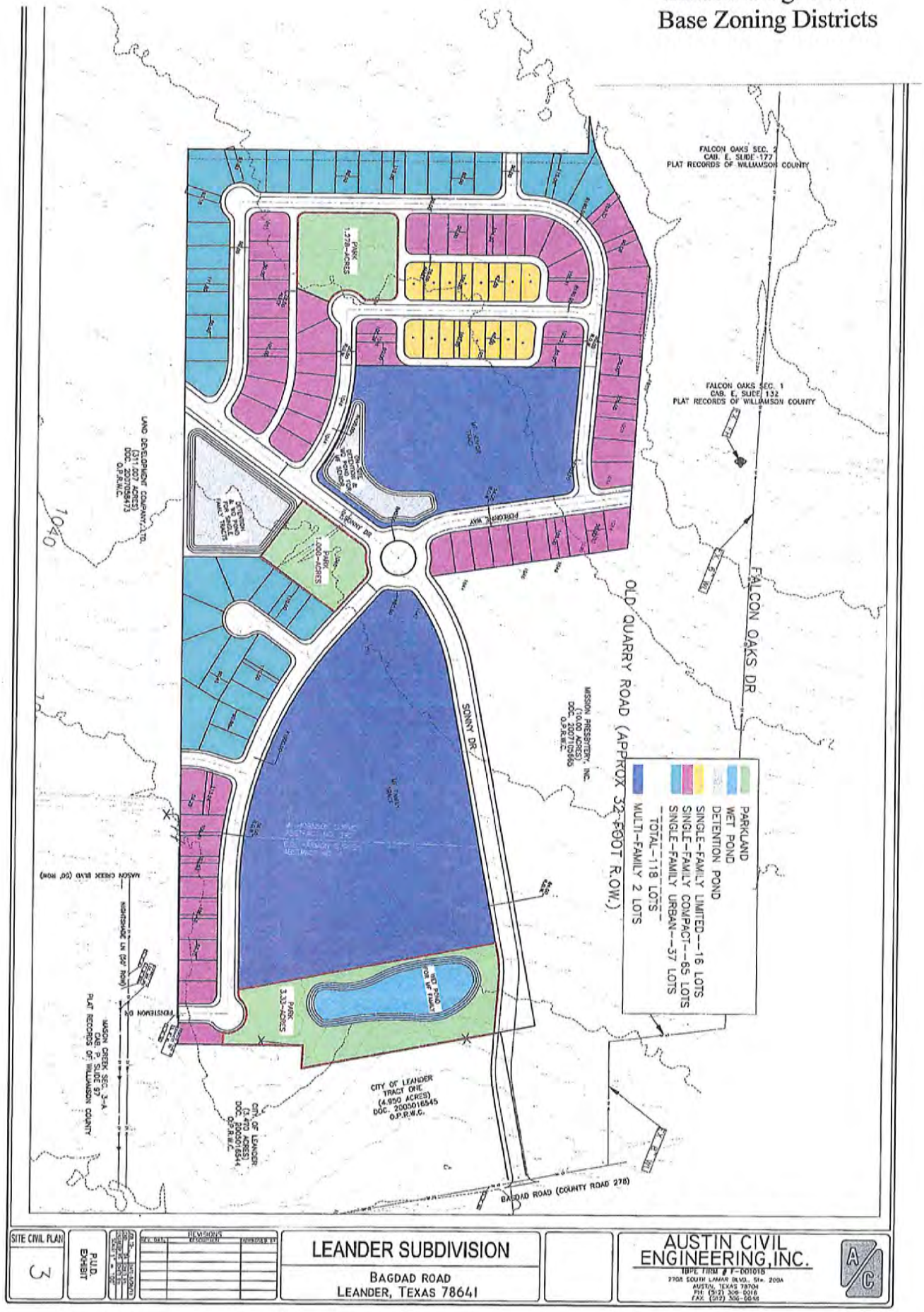
STATE OF TEXAS
REGISTERED
TIMOTHY E. HAYNIE
2380
PROFESSIONAL
LAND SURVEYOR

I, TIMOTHY E. HAYNIE, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT ALL CORNERS ARE MARKED AS DESCRIBED. A METES AND BOUNDS DESCRIPTION WAS PREPARED TO ACCOMPANY THIS SKETCH.

1-16-12

TIMOTHY E. HAYNIE R.P.L.S. NO. 2380

Exhibit B Pg. 1 of 2:
Base Zoning Districts



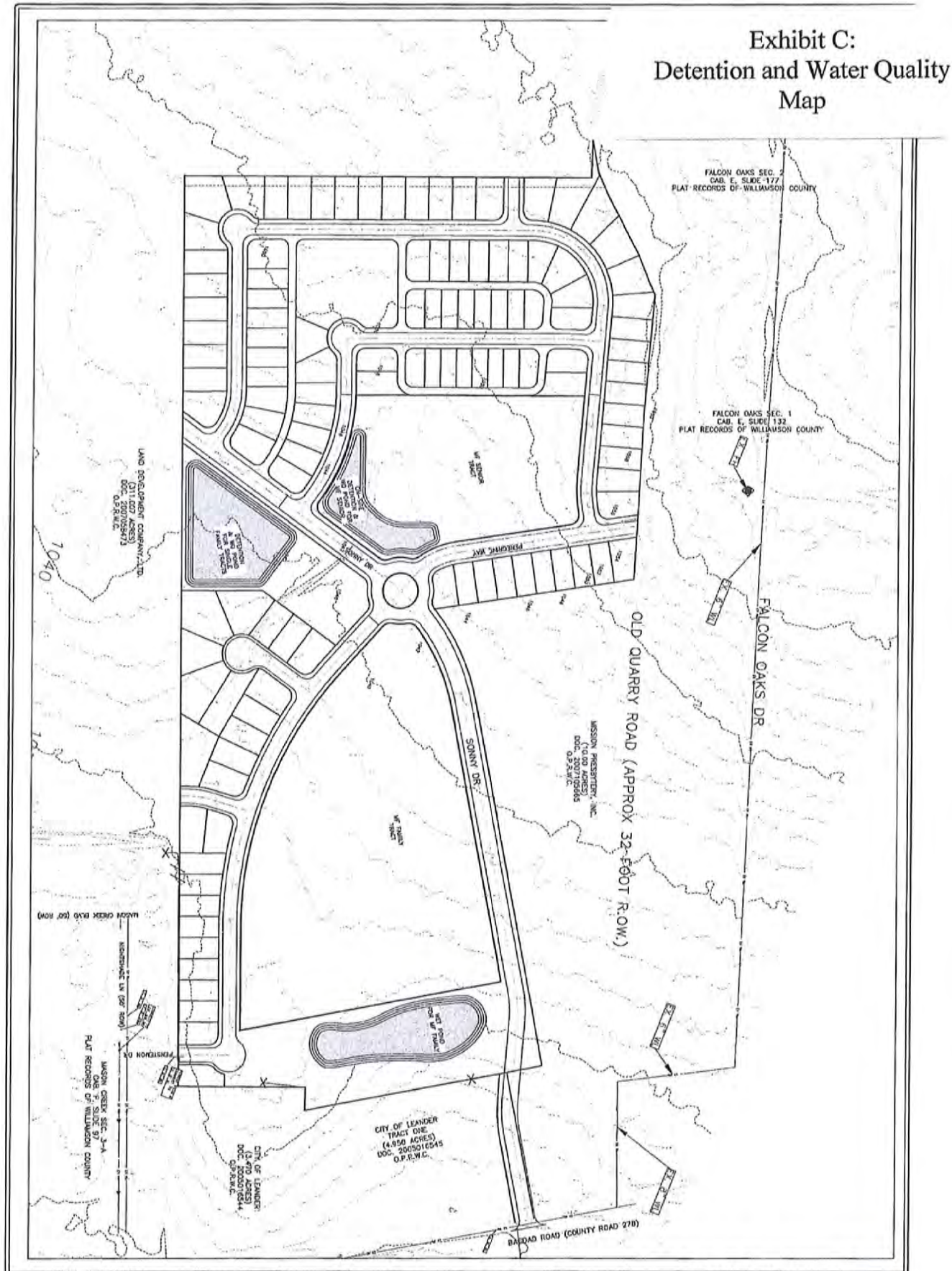
SITE CIVIL PLAN 3	P.U.D. EXHIBIT	REVISIONS	LEANDER SUBDIVISION BAGDAD ROAD LEANDER, TEXAS 78641		AUSTIN CIVIL ENGINEERING, INC. TBPE FIRM # F-001018 2708 SOUTH LAMAR BLVD. Ste. 200A AUSTIN, TEXAS 78704 PH: (512) 306-0016 FAX: (512) 306-0016

Exhibit B Pg. 2 of 2:
Rendering of Connelly's Crossing

MERRITT COMMUNITIES

architettura

Exhibit C:
Detention and Water Quality Map



SITE CIVIL PLAN 2	POND EXHIBIT	REVISIONS: NO. DATE / DESCRIPTION / APPROVED BY	LEANDER SUBDIVISION BAGDAD ROAD LEANDER, TEXAS 78641		AUSTIN CIVIL ENGINEERING, INC. TBPE FIRM # F-001018 2708 SOUTH LAMAR BLVD., Ste. 208A AUSTIN, TEXAS 78704 PH. (512) 306-0018 FAX: (512) 306-0045

Exhibit D Pg. 1 of 5:
Proposed Architecture
for MF Lot #1

Merritt Legacy

Typical Exterior Elevations

Front Building Elevation to be 100% masonry products

architettura

architettura inc.
609 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pallacia@architettura-inc.com

SCALE: 1/8" = 1'-0"

02 Elevation Building Type IVb

01 Elevation Building Type Ia & IIa

architettura
architettura inc.
609 W. 15th St. Suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pallacia@architettura-inc.com

Merritt Legacy
Leander, Texas

A4.02

Exhibit D Pg. 2 of 5:
Proposed Architecture
for MF Lot #1

Merritt Legacy

Typical Exterior Elevations

Front Building Elevation to be 100% masonry products

02 Elevation Building Type Ia & II

architettura

architettura inc.
609 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

2' 10' 20'

SCALE: 1/8" = 1'-0"

01 Overall Elevation Building Type Ia & II

Merritt Legacy
Leander, Texas

architettura

architettura inc.
609 w. 15th st. suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Project No. 181020

Issue Drawing Log

Sheet Title:
Elevations Ia,IIb & IV

Drawing No.
A4.01

Copyright Architettura Inc. 2011

Exhibit D Pg. 3 of 5:
Proposed Architecture
for MF Lot #1

Merritt Legacy

Typical Exterior Elevations

architettura
architettura inc.
609 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

2' 10' 20'
SCALE: 1/8" = 1'-0"

Front Building Elevation to be 100% masonry products

02 Elevation Building Type IIIb

01 Elevation Building Type IVa

Merritt Legacy
Leander, Texas

architettura
architettura inc.
609 W. 15th St. Suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Project No. 141233
Issue Drawing Log
Sheet Title: Elevations
Drawing No. A4.04

Exhibit D Pg. 4 of 5:
Proposed Architecture
for MF Lot #1

Merritt Legacy

Leasing Office "Clubhouse"
One Story

09 Leasing Office Side Elevation

architettura
architettura inc.
609 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Front Building Elevation to be 100% masonry products

01 Leasing Office Front Elevation

2' 10' 15'
SCALE: 3/16" = 1'-0"

Merritt Legacy
Leander, Texas

architettura
architettura inc.
609 W. 15th St., Suite 140
Plano, Texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Project No: 117320
Issue Drawing Log

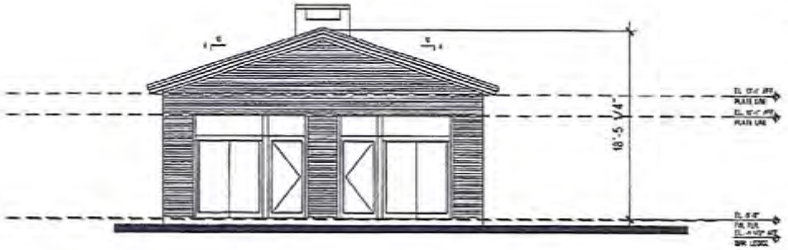
Sheet Title:
Leasing Office Elevations

Drawing No:
A8.03

Exhibit D Pg. 5 of 5:
Proposed Architecture
for MF Lot #1

Merritt Legacy

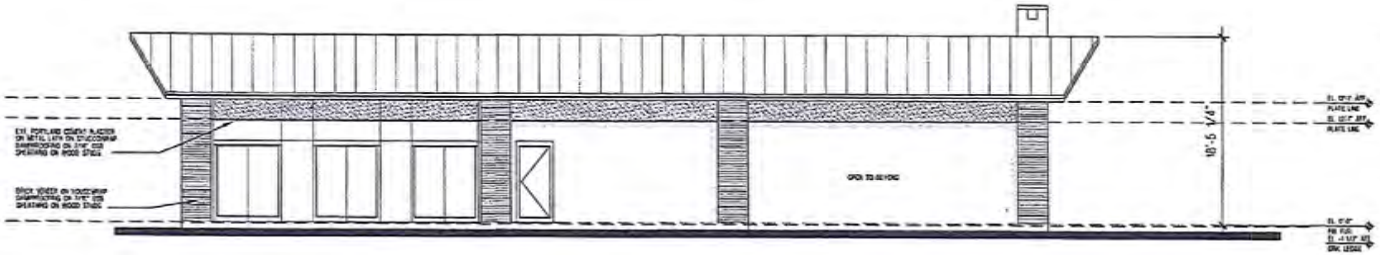
Cabana
One Story



09 Cabana Side Elevation

architettura
architettura inc.
809 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Front Building Elevation to be 100% masonry products



01 Cabana Front Elevation

2' 10' 15'
SCALE: 3/16" = 1'-0"

Copyright Architettura Inc. 2011

Merritt Legacy
Leander, Texas

architettura
architettura inc.
809 W. 15th St. Suite 140
Plano, Texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Project No 131022
Issue Drawing Log

Sheet Title
Cabana Elevations
Drawing No
A9.02

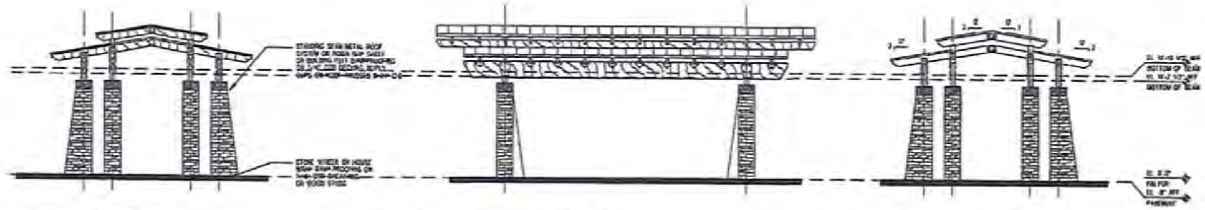
Exhibit E Pg. 1 of 2:
Proposed Architecture
for MF Lot #2

Merritt Estates

Building Type 1 and Club
Four Story

architettura
architettura inc.
609 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Key Plan

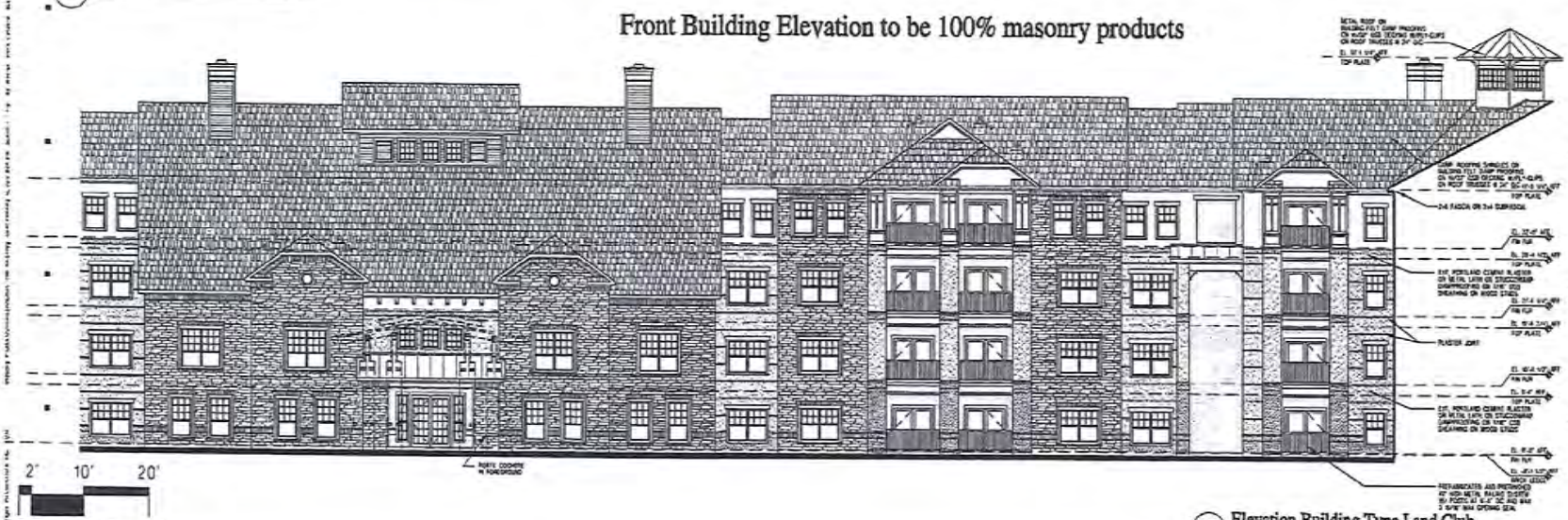


15 Porte Cochere Section

14 Porte Cochere Side Elevation

13 Porte Cochere Front Elevation

Front Building Elevation to be 100% masonry products



01 Elevation Building Type I and Club

Merritt Estates
Leander Texas

Merritt Estates, LTD
3701 North Lamar
Austin, Texas 78705
T. (512) 732-1824
F. (512) 732-1278

architettura
architettura inc.
609 W. 15th St. Suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Project No. 111230

Issue Drawing Log

Sheet Title: Elevations

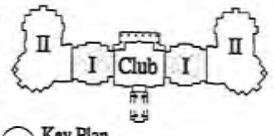
Drawing No. A4.01

Exhibit E Pg. 2 of 2:
Proposed Architecture
for MF Lot #2

Merritt Estates

Building Type 1 and Club
Four Story

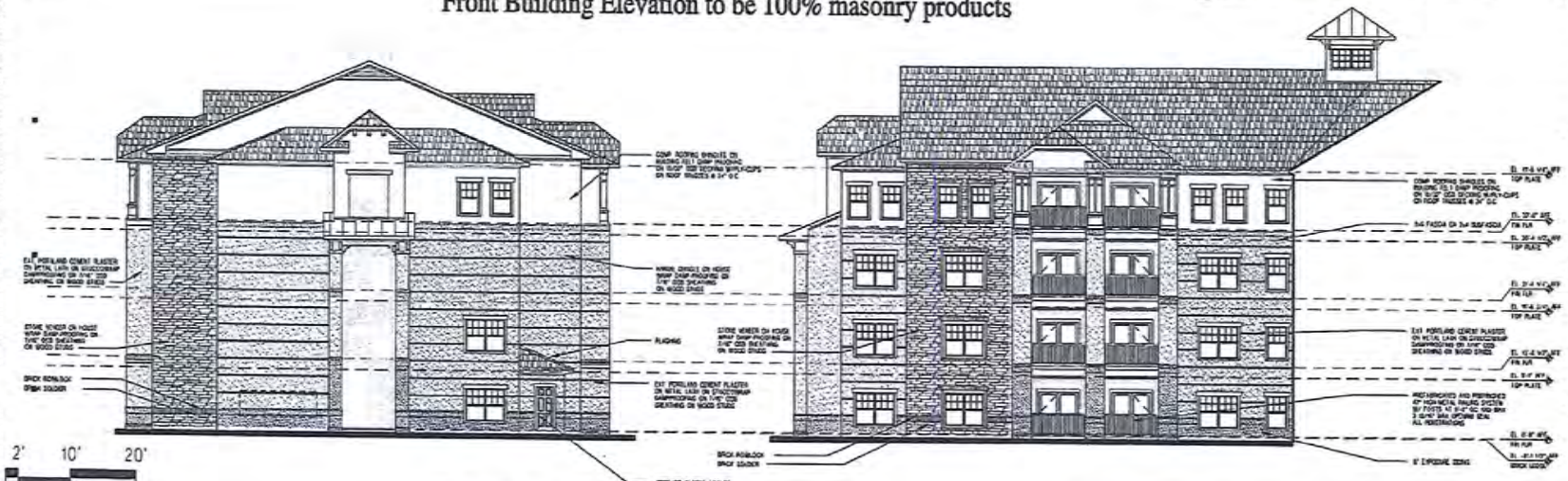
architettura
architettura inc.
609 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com



Key Plan

09 Elevation Building Type I and II

Front Building Elevation to be 100% masonry products



03 Elevation Building Type I

01 Elevation Building Type I

2' 10' 20'

SCALE: 1/8" = 1'-0"

Merritt Estates
Leander Texas

Merritt Estates, LTD
3701 Kirby Lane
Austin, Texas 78705
T. (512) 322-1256
F. (512) 322-1256

architettura
architettura inc.
609 west 15th street suite 140
plano, texas 75075
t. 972.509.0088 f. 972.509.0022
pollacia@architettura-inc.com

Project No. 181231

Issue Drawing Log

Sheet Title
Elevations

Drawing No
A4.02

Exhibit F: Proposed Sidewalk and Bench Layout

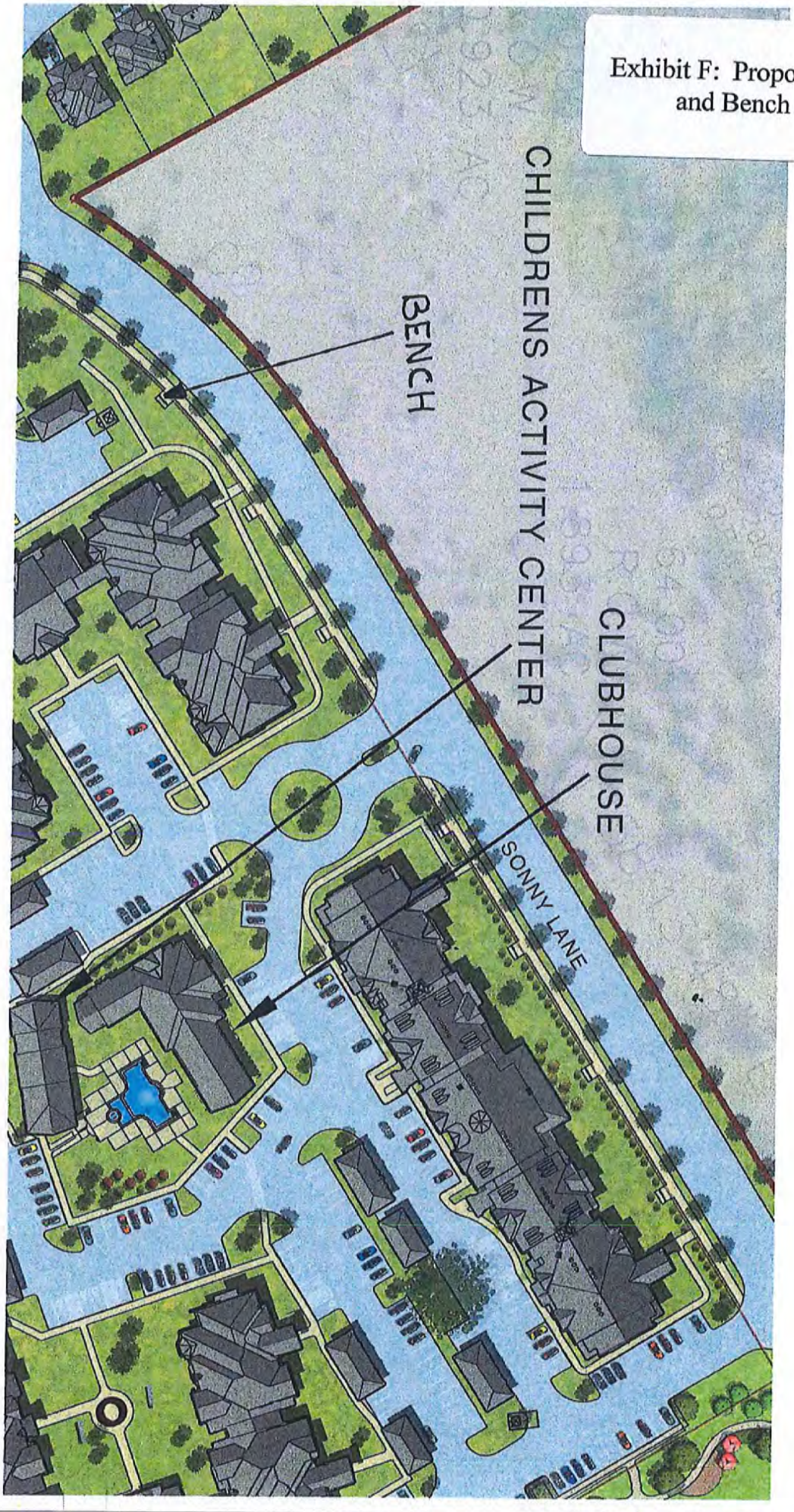


EXHIBIT G – CONCEPTUAL SINGLE FAMILY HOMES

ATTACHMENT #6

Letter of Intent

Summary of Proposed PUD Amendment

Intent of PUD: The intent of the PUD is to create a neighborhood designed to be:

A. ***Neighborly***, with a strong street-orientation, and with porches and entries that promote interaction and socialization among residents and that reinforce the pedestrian scale and character of the community.
B. ***Compatible,*** in scale and character with adjacent structures in the same vicinity.
C. ***Diversity***, a mix of floor plans, elevations, materials, colors and treatments are encouraged to be employed.

Intent of Proposed PUD Amendment: To meet the intent of the PUD while incorporating builder and market feedback in creating a unique, neighborly and diverse neighborhood to serve the residents of Leander.

Proposed Amendments:

Goal: To make the limited number of subdivision lots more cohesive by reducing the single family lot types to two (60 ft lots with street entry and 40 ft lots with alley entry) while implementing the enhanced PUD floor plan and elevation separation requirements. The result is consistent with the intent of the PUD to provide a greater variety of floor plans, elevations, materials, colors and treatments.

1. Rezone MF Lot #2 and a portion of SF Compact (50 ft lots) to Single Family Limited (40 ft lots) with alley access. See Exhibit B
2. Rezone a portion of SF Compact (50 ft perimeter lots) to Single Family Urban (60 ft lots). See Exhibit B

Goal: To provide areas for guest parking that does not impede vehicular circulation through residential areas with alley access garages.

3. For lots zoned Single Family Limited, a minimum of one (1) paved parking space per four lots shall be provided in parking stub outs located inside the right of way. Each parking stub out shall contain a minimum of two parking spaces. See Exhibit C

Goal: Create an enhanced streetscape by diversifying the front setbacks of homes.

4. For non-alley access lots, the setback from the front property line shall be eighteen (18) feet. For Single Family Urban Lots, the front façade (not including the front porch) of a home shall be staggered by a minimum of five (5) feet once every three lots for lots on the same side of the street.

Goal: Clarify intent of PUD and apply 25 ft second story setback from rear property line only to alley access lots.

5. Apply 25 ft two story set back from rear property line only to alley access lots. The 25 ft two story rear setback was intended to provide improved rear architecture on alley accessed lots and prevent towering two story structures abutting alleys. This restriction was not limited to alley lots in original PUD and therefore burdens perimeter lots that do not have alley access.

Goal: To increase floor plan variety, decrease impervious cover, enhance backyards and meet market demand for safety and garage access to kitchen and living areas. This is achieved by allowing more flexibility in garage location on non-alley access lots.

6. On non alley accessed lots, reduce the 50ft garage set back from the front property line to twenty three (23) feet **and** not less than five (5) feet set back from the front facade, not including the front porch, closest to the front property line. This meets the intent of the PUD to promote architectural design that is skillfully employed to reduce the visual effect of a garage on the front elevation.

Exhibit A: Current PUD Zoning Map

Exhibit B: Amended PUD Zoning Map

Exhibit C: Parking Stub Out Dimensions

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE CONNELLY'S CROSSING PLANNED UNIT DEVELOPMENT (PUD) FOR FOUR PARCELS 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. Rezoned property. The Zoning Ordinance is hereby amended by amending the Planned Unit Development (PUD) document for four parcels located adjacent to and west of the Leander Public Library and being south of and along Old Quarry Road and west of South Bagdad Road. The property is approximately 51.88 acres more or less in size and includes parcels #R031400, R032159, R517822 and R517823. This PUD is hereby amended in accordance with the attached PUD document; Leander, Williamson County, Texas. (See Exhibits A & B).

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 16th day of May, 2013.
FINALLY PASSED AND APPROVED on this the 6th day of June, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

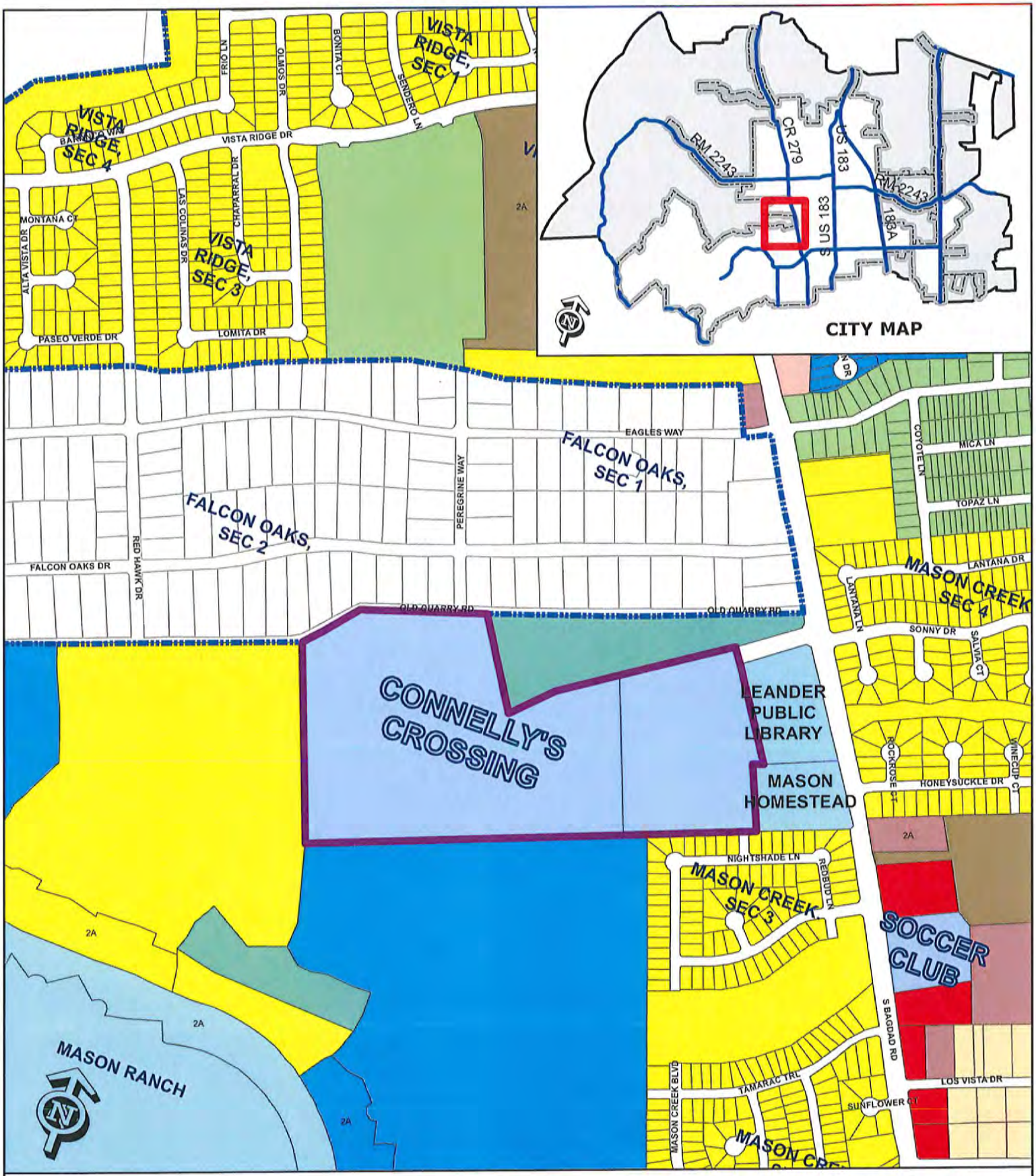


EXHIBIT A

Zoning Case 13-Z-010

Connelly's Crossing
PUD Amendment

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

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

EXHIBIT B

Connelly's Crossing Planned Unit Development – Leander, Texas

General Notes

1. Connelly's Crossing Planned Unit Development ("PUD") with the following purpose and intent:
    a. To create unified development standards;
    b. To allow development which is harmonious with nearby areas;
    c. To provide for the more efficient use of land, resulting in smaller utility networks, safer streets, more open space and lower construction and maintenance costs;
    d. To encourage harmonious and coordinated development by developing plans that better address natural features, community facilities, circulation patterns and surrounding properties and neighborhoods;
    e. To facilitate the development of the tax base, the local economy, population and public facilities;
    f. To provide and result in an enhanced residential and/or work environment for those persons living and/or working within the district; and
    g. To require the application of professional planning and design techniques to achieve overall coordinated mixed-use developments and avoid the negative effects of piecemeal, segregated, or unplanned development.
    h. This PUD includes a mixture of multifamily and single family zoning districts used to promote diverse demographic and economic characteristics. Families, seniors, single workers, young couples and students will live within close proximity of one another promoting a neighborhood that reflects the diversity and richness of the larger Leander community.
    i. Streets are the "connective tissue" of our modern communities. The street pattern is designed to provide efficient vehicular circulation between Bagdad Road through Connelly's Crossing PUD connecting to future development. A traffic circle is utilized to promote a smooth and even flow of traffic safely through the PUD without overburdening neighborhood streets which access single family lots. Multiple connections to Sonny Drive have been carefully configured to discourage cut-through traffic within the single family lots.
    j. The intent of the this PUD is to create a neighborhood designed to be:
        a. ***Neighborly***, with a strong street-orientation, and with porches and entries that promote interaction and socialization among residents and that reinforce the pedestrian scale and character of the community.
        b. ***Compatible,*** in scale and character with adjacent structures in the same vicinity.
        c. ***Diversity***, a mix of floor plans, elevations, materials, colors and treatments are encouraged to be employed.

2. The PUD consists of 51.88 acres (Property) currently in the process of being annexed into Leander, Williamson County, Texas also known as the Meihaus/Moser Property. See Exhibit A

3. Except as otherwise noted, the PUD shall be governed by the Composite Zoning Ordinance of the City of Leander Ordinance No. 05-018-00 (September 2005) as amended through and including the date of this PUD (the Zoning Ordinance)
4. Per Section 10.103(e) of the Leander Code of Ordinances, the City of Leander ("City") agrees a fee in lieu of a traffic impact analysis is appropriate for the Property covered by this PUD.

PUD Neighborhood Site Planning Standards

1. Sonny Drive along MF Lot #1 shall include one-hundred and fifty (150%) percent of landscape requirement creating a continuous vegetative buffer along MF Lot #1 and Sonny Drive.
2. All residential units will be within eight hundred fifty (850') of a neighborhood park (measured from the front entry of the unit to the open space along public streets).

Zoning

1. The base zoning for the Property shall be the following as shown on the map in Exhibit B
    a. SFU-2-B: Single Family Urban – 57 Lots (SFU Lots)
        i. Shall allow accessory dwellings. Accessory dwellings shall be compliant with Article IV Section 6 of the Zoning Ordinance.
        ii. The set back from the front property line shall be a minimum eighteen (18) feet.
        iii.
    b. SFC-2-B: Single Family Compact – 9 Lots (SFC Lots)
        i. Shall allow accessory dwellings. Accessory dwellings shall be compliant with Article IV Section 6 of the Zoning Ordinance.
        ii. The set back from the front property line shall be a minimum of eighteen (18) feet.

    c. SFL-2-B: Single Family Limited – 84 Lots (SFL Lots)
        i. Shall have rear entry garages accessed by alleys.
        ii. In addition to required garage and off street parking requirements, a minimum of one (1) paved parking space per four lots shall be provided in parking stub outs located inside the right of way. Each parking stub out shall contain a minimum of two parking spaces. See Exhibit H.
    d. MF-2-A: Multifamily – 10.939 Acres (MF Lot #1)
        i. Non street facing sides of buildings shall be allowed up to 40% Hardiplank siding.
    e. There shall be three areas designated as parkland as further described below in the Parks section.
    f. Up to twelve (12) single family lots within this PUD may have widths, depths and/or areas up to ten (10%) less than the base zoning requirements.
    g. In addition to (g), for every one foot that a lot is wider or deeper than required, or for every one square foot that a lot is larger than required, another lot may be reduced by the equivalent amount, for up to twelve (12) lots in this PUD being

allowed to have such reduced sizes, and up to ten percent (10%) less than requirements. These prescribed limits in (h) may be increased to up to double these amounts if increased tree or other significant natural protection can be demonstrated.

Parks

1. There shall be three areas reserved for parkland dedication as shown on Exhibit B (The Parks)
2. Parkland Dedication Requirements:

SINGLE FAMILY - 150 lots proposed

Land Dedication requirement
150 lots /100 = 1.5 X 3.5 acres = 5.25 acres required

Land provided:
PARK 1 - 3.33 acres provided/ 1.772 accepted*
PARK 2 - 1.08 acres
PARK 3 - 1.278 acres
Total Credit - 4.13 acres which satisfies land dedication requirement for 118 Lots

Fee in lieu of Land Dedication for 1.12 acres ***
32 lots (150 Lots -- 118 Lots credited for Land Dedication) @ $825.00 per lot = $26,400.00 required fee in lieu of land dedication

Improvement Fee
150 lots @ $350.00 per lot = $52,500.00 required**

*Only partial land credit of 1.772 acres will be accepted for Detention/Water Quality PARK
** Credit for recreational improvements in Parks #2 and #3 will be accepted. No recreational improvement credits for Park #1.
***5.25 acres required land dedication less 4.13 acre credit for land provided (4.13 acres provided satisfies land dedication requirement for 118 Lots)

MULTI-FAMILY - 208 unit Merritt Legacy Project*

Land Dedication requirement
208 units/100 = 2.08 X 3.5 acres = 7.28 acres required

Land Provided
-0-
Fee in lieu
208 X $825.00 = $171,600.00 previously paid by Merritt Legacy Project

Improvement Fee
208 units X $350.00 = $72,800.00 previously paid by the Merritt Legacy Project

* Park land dedication and improvement fees will be calculated based on actual number of multifamily units developed

Detention and Water Quality Improvements

1. All necessary easements shall be granted from Park #1 to the MF Lot #1 for the construction, service and maintenance of a wet pond detention and water quality facility (Wet Pond). The Wet Pond will serve the detention and water quality requirements of the MF Lot #1 and up to 25 single family lots. Appropriate drainage easements shall also be granted from single family lots, MF Lot #1 and Park #1 for drainage flows. See exhibit C
    a. The party constructing improvements on the MF Lot #1 shall be responsible for all costs associated with the construction of the Wet Pond improvements located on Park #1.
    b. All costs associated with the service and maintenance of the Wet Pond, including but not limited to costs associated with maintaining the water level in the Wet Pond as provided in plans approved by the City, shall be the responsibility of the owner of the MF Lot #1 in perpetuity.
    c. The Wet Pond shall be serviced and maintained in good order by the owner of the MF Lot #1 in perpetuity according to plans approved by the City.
2. The Wet Pond will be designed to serve as an aesthetically appealing amenity to Park #1.
3. Detention and water quality improvements as required by the City of Leander Code of Ordinances for the remaining single family lots shall be placed on the detention pond and water quality areas as shown on Exhibit C.
4. This development requires an Edwards Aquifer Contributing Zone Plan.

SINGLE FAMILY LOTS

Variation and Diversity

1. A separation of four (4) lots shall be maintained along the same block face for any floor plan and a separation of eight (8) lots shall be maintained for the same elevation. A two (2) lot separation is necessary across the facing street for any floor plan and four (4) lot separation for the same elevation. Similarly, material/color schemes must vary so that no two homes have the same floor plan, elevation and material/color scheme.
2. For Single Family Urban Lots, the front façade (not including the front porch) of a home shall be staggered by a minimum of five (5) feet once every three lots for lots on the same side of the street. Example #1: if the front facade for lots 1 and 2 is located eighteen (18) feet from the front property line, the front facade for lot 3 shall be located a minimum of 23 feet from the front property line. Example #2: if the front façade for lot 5 is located (20) twenty feet and lot 6 is located twenty three (23) feet from the front property line, the front façade for lot 7 shall be located eighteen (18) feet or more than twenty eight (28) feet from the front property line. Exhibit I includes a front setback plan for each lot included in a Phase. This exhibit is conceptual and will be finalized at the construction phase of the subdivision process.

3. To the extent practicable, a mix of single, one-and one-half, and two (2) story homes are encouraged to be introduced along a block face.

Building Height and Massing

1. For lots with alley access, the two (2) story portion of the main house shall be set back by at least twenty five (25') feet from the rear property line.
2. It is encouraged to employ changes in volume and plane, sloping roofs, and porches to reduce the perceived scale of the structure.
3. Except as noted herein, setbacks and building heights for the single family lots shall meet the requirements of the City of Leander Code of Ordinances.

Garages and Alleys

1. As shown on Exhibit B, single family lots which are accessed by an alley shall be restricted from having a garage facing the front property line. Garages for single family lots accessed by an alley shall be located towards the rear of the lot and shall be accessible only from the alley.
2. Lots not having alley access shall have garages set back from the front property line by a minimum distance of twenty three (23') feet and not less than five (5) feet from the front facade of the home, not including the front porch, closest to the front property line. This serves to promote architectural design that is skillfully employed to reduce the visual effect of a garage on the front elevation.

Sidewalks

1. Sidewalks shall be constructed as required by the Composite Zoning Ordinance. Connelly's Crossing PUD is designed to facilitate a new urbanism design with a pedestrian friendly environment that encourages pedestrian access throughout the PUD and to the City of Leander Library, neighborhood parks and their amenities.
2. Sonny Drive along the MF Lot #1 shall have a six (6) foot sidewalk with bump outs for benches every 100 – 150 feet. See Exhibit F

Porches

1. All SFL-2-B Lots and SFC-2-B Lots shall have ground level front or corner porch with a minimum area of eighty (80) square feet.
2. All SFU Lots shall have ground level front or corner porch with a minimum area of 100 square feet and a minimum depth of seven feet.
3. Porches and finish floors shall be clearly delineated from the front yard with at least a twelve (12") inch grade change.
4. The use of columns and open railings is strongly encouraged. Such columns and open railings shall be compliant with the City of Leander Code of Ordinances.

MULTIFAMILY LOTS

Architecture

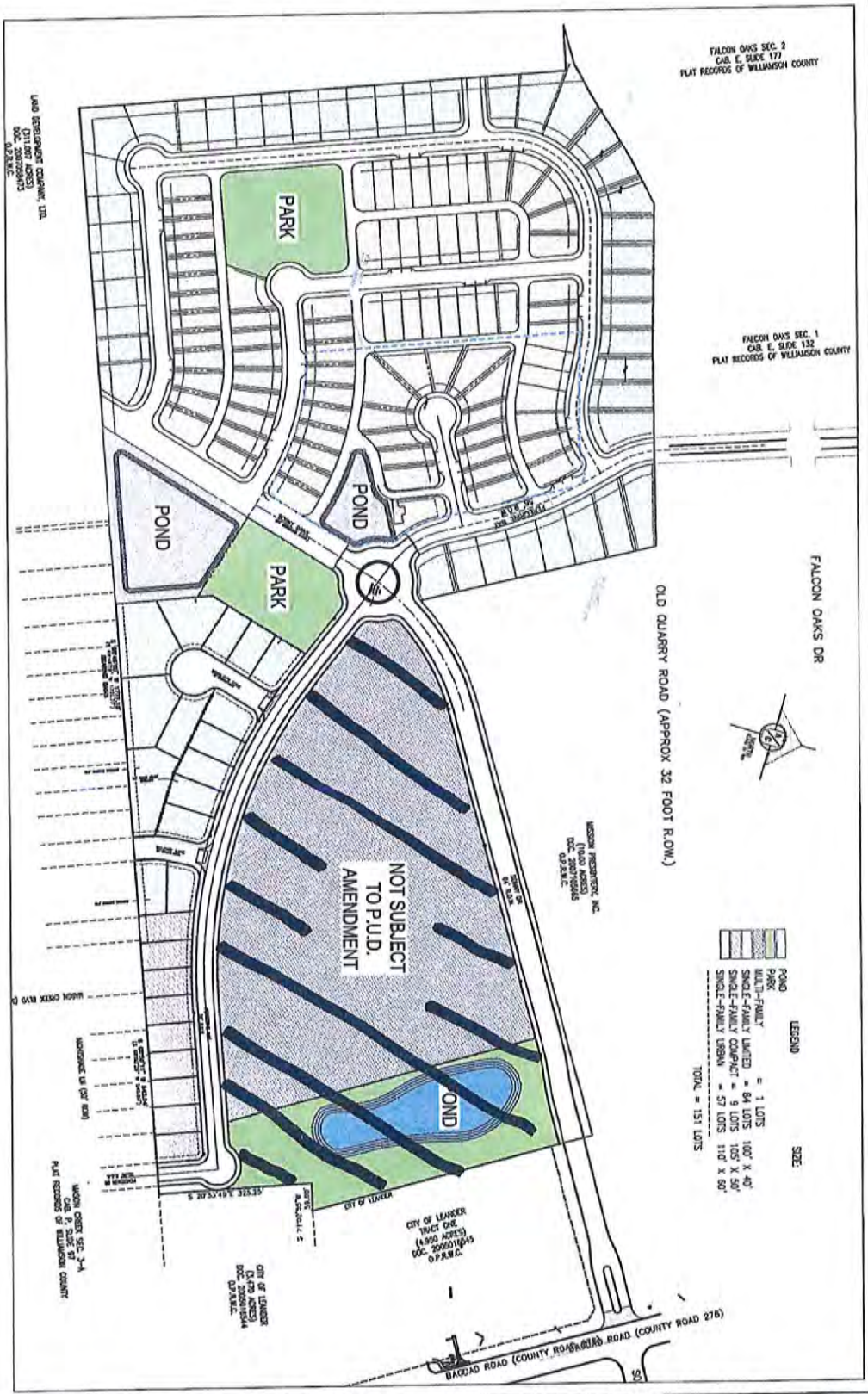
1. The architecture of improvements constructed on the MF Lot #1 shall be substantially similar to Exhibit D and in compliance with the architectural component Type A of the Composite Zoning Ordinance subject to any modifications allowed in this PUD.
    a. MF Lot #1 intends to utilize the "Great Street" concepts along Sonny Drive to create a pedestrian friendly atmosphere with a strong sense of place and orientation that facilitates a connection between the residential units in the PUD and the City of Leander library and the Mason Homestead.
    b. Sonny Drive along MF Lot #1 shall include 150% of the landscaping required by the City of Leander Code of Ordinances. The extensive landscaping is intended to create a continuous vegetative buffer along six (6) foot sidewalks which include benches that promote pedestrian traffic. The sidewalk and bench layout shall be substantially similar to Exhibit F.
    c. MF Lot #1 shall provide parking that is largely invisible from Sonny Drive substantially similar to Exhibit F.

Setbacks

1. In efforts to promote an urban feel and setting, the building setback for MF Lot #1 along Sonny Drive shall be fifteen (15) feet from the Right of Way.
    a. Within this fifteen (15) foot setback and/or the Sonny Drive right of way, a six (6) foot sideway shall be constructed with bump outs for benches every 100 – 150 feet. Exhibit F.
        i. Appropriate easements for the any sidewalks or benches located outside the right of way shall be granted to the City.
    b. Within this fifteen (15) foot setback, landscaping requirements shall be 150% of the City of Leander Code of Ordinance landscape requirements.
2. All other setbacks in this PUD shall be compliant with the Composite Zoning Ordinance.

Exhibit A: Survey 51.88 Acre Meihaus Tract
Amended Exhibit B: Base Zoning and Rendering of Connelly's Crossing
Amended Exhibit C: Detention and Water Quality Map
Exhibit D: Proposed Architecture for MF Lot #1
Exhibit E: NA
Exhibit F: Proposed Sidewalk and bench layout along MF Lot #1 and Sonny Drive
Exhibit G: Conceptual Single Family Homes
Exhibit H: Parking Stub Out Dimensions
Exhibit I: Single Family Urban Front Setback Map

EXHIBIT B
BASE ZONING DISTRICT



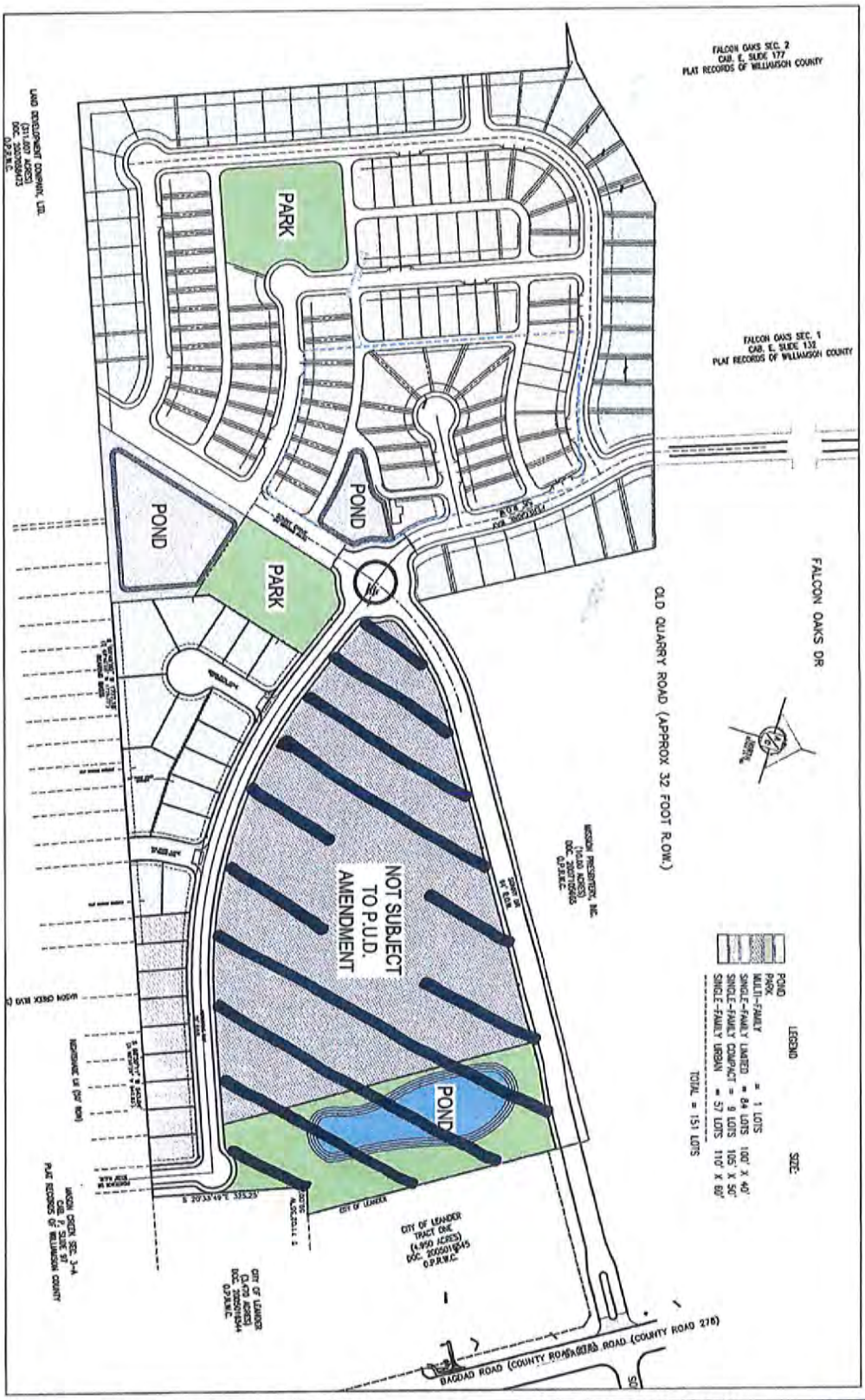
SITE CIVIL PLAN

REVISIONS		
NO.	DESCRIPTION	APPROVED BY

CONNELLY'S CROSSING
PUD EXHIBIT 2
BAGDAD ROAD

AUSTIN CIVIL ENGINEERING, INC.
TBPE FIRM # F-001018
2708 SOUTH LAMAR BLVD., Ste. 203A
AUSTIN, TEXAS 78704
PH: (512) 305-0018
FAX: (512) 306-0048

EXHIBIT C
DETENTION AND WATER QUALITY
MAP



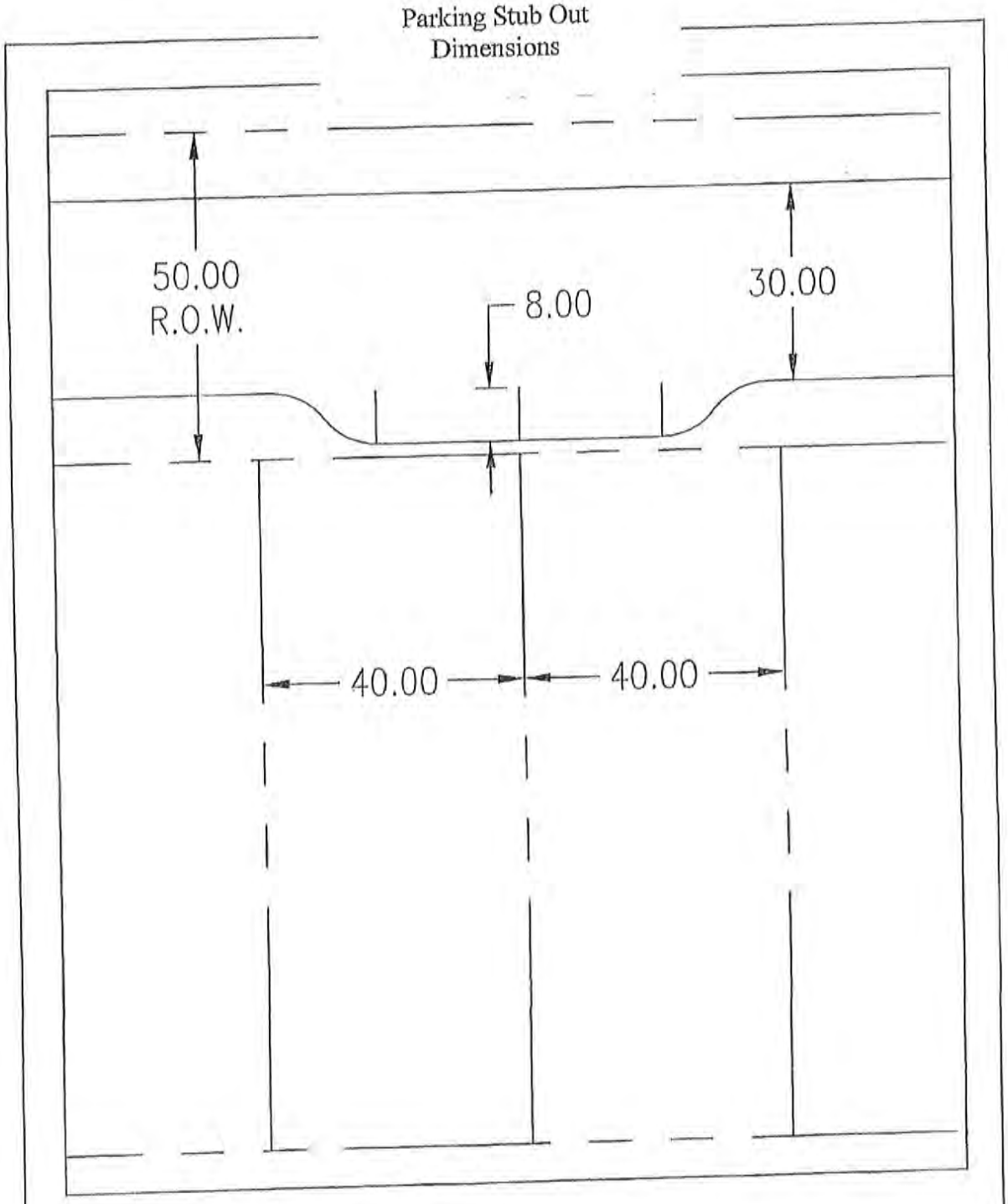
SITE CIVIL PLAN

REVISIONS
DESCRIPTION | APPROVED BY

CONNELLY'S CROSSING
PUD EXHIBIT 2
BAGDAD ROAD

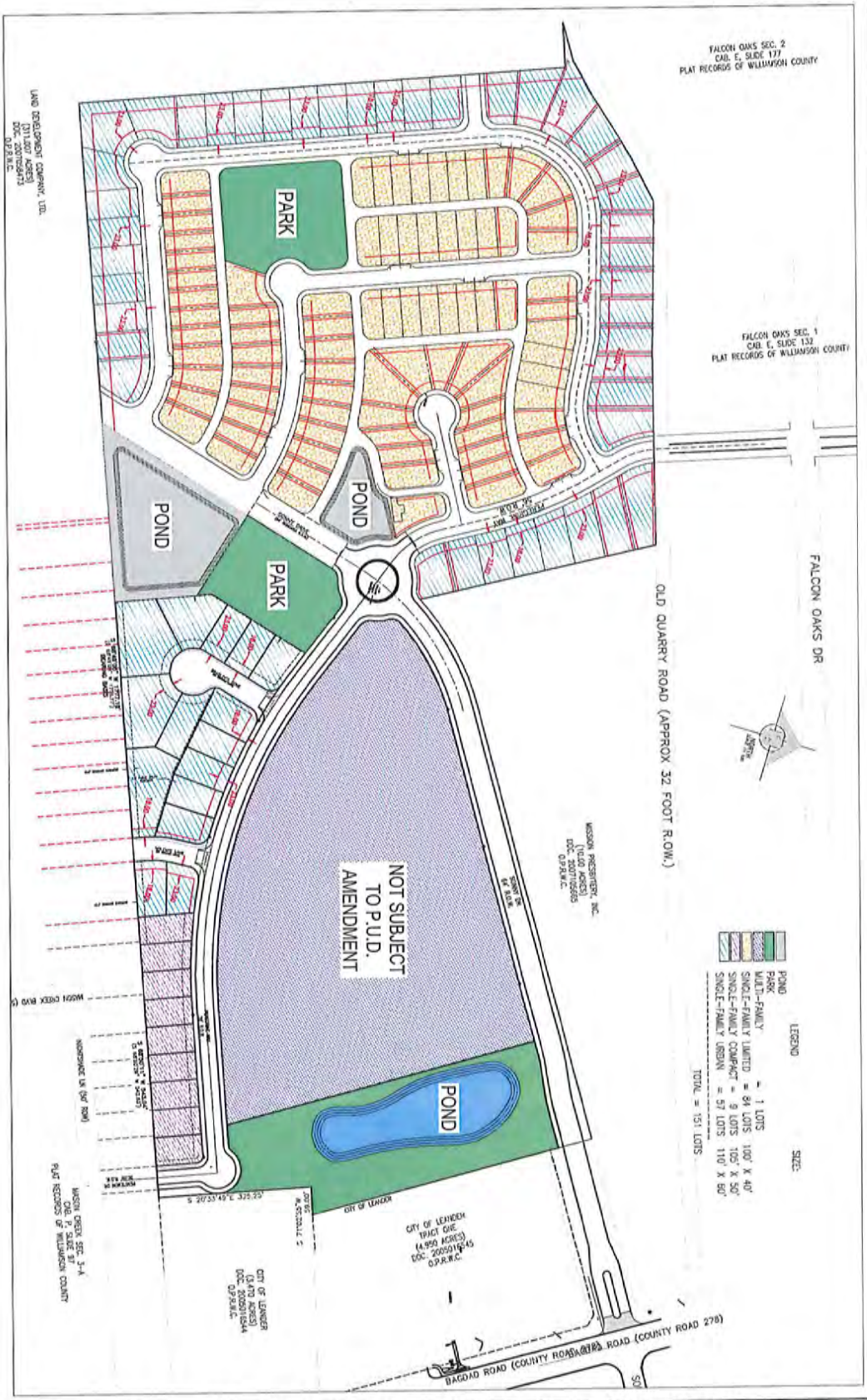
AUSTIN CIVIL ENGINEERING, INC.
TBPE FIRM # F-10101B
2705 SOUTH LAMAR BLVD., Ste. 200A
AUSTIN, TEXAS 78704
PH: (512) 306-0018
FAX: (512) 306-0348

Exhibit H
Parking Stub Out
Dimensions



STANDARD NO.	PARKING DETAIL	AUSTIN CIVIL ENGINEERING, INC.
	N.T.S.	TBPE FIRM # F-001018 2708 SOUTH LAMAR BLVD., Ste. 200A AUSTIN, TEXAS 78704 PH: (512) 306-0018 FAX: (512) 306-0048

EXHIBIT I
VARIED SETBACKS



SITE CIVIL PLAN

REVISIONS		
REV. DATE	DESCRIPTION	APPROVED BY

CONNELLY'S CROSSING
PUD EXHIBIT 2
BAGDAD ROAD

AUSTIN CIVIL ENGINEERING, INC.
TBPE FIRM # F-001018
2708 SOUTH LAMAR BLVD., Ste. 200A
AUSTIN, TEXAS 78704
PH: (512) 306-0018
FAX: (512) 306-0048

Vice Chairman Abruzzese closed the public hearing.

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Saenz motioned to approve the SFC-2-B (Single-Family Compact) and SFU-2-B (Single Family Urban) zoning as proposed. Commissioner Stephenson seconded the motion. Motion passed with a 3 to 1 vote with Vice Chair Abruzzese opposing.

7. Zoning Case #13-Z-010: Hold a public hearing and consider action on the rezoning of four parcels, located at the intersection of Peregrine and Sonny Drive for 51.88 acres more or less; Parcels #R031400, R032159, R517822 and R517823. Currently, the property is zoned PUD (Planned Unit Development) and the applicant is proposing an amendment to the PUD. Leander, Williamson County, Texas. Applicant Blake Rue on behalf of Oryx Holdings.

a) Staff Presentation

Robin Griffin, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Blake Rue spoke on the purpose of his amendment to the PUD.

c) Open Public Hearing

Vice Chairman Abruzzese opened the public hearing
No one wished to speak

d) Close Public Hearing

Vice Chairman Abruzzese closed the public hearing

e) Discussion

Discussion took place.

f) Consider Action

Commissioner Stephenson motioned to approve the amendment to the Connelly's Crossing PUD (Planned Unit Development) with staff's recommendation regarding the varied setbacks exhibit. Commissioner Saenz seconded the motion. Motion passed with a 3 to 1 vote with Commissioner Seiler opposing.

8. Meeting adjourned at **8:10 pm**

_____
Vice Chair, Abruzzese

ATTEST: _____
Ellen Pizalate, P & Z Secretary

AGENDA ITEM # 12

Executive Summary

May 16, 2013

Agenda Subject:	Zoning Case 13-Z-012: Hold a public hearing and consider action on the rezoning of three parcels located at 9200, 9204, 9210, RM 2243 for 20.74 acres more or less; Parcels #R318744, R031293, R327081. Currently, the property is zoned interim SFR-1-B (Single-Family Rural), and SFS-2-B (Single Family Suburban). The property is proposed to be zoned HI-5-D (Heavy Industrial) Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: Duane Hutson, AICP on behalf of Tex Mix Land ltd (Logan Owens).
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission unanimously recommended approval of the zoning request at the May 09, 2013 meeting.
Attachments:	1. Planning Analysis 2. Current Zoning Map 3. Aerial Map 4. Letter of Intent 5. Ordinance 6. Minutes - Planning & Zoning Commission May 09, 2013
Prepared By:	Robin M. Griffin, AICP Planner 05/10/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-012
9200, 9204, & 9210 RM 2243

GENERAL INFORMATION

Owner: Tex Mix Land ltd (Logan Owens)

Current Zoning: Interim SFR-1- B (Single-Family Rural)
Interim SFS-2-B (Single-Family Suburban

Proposed Zoning: HI-5-D (Heavy Industrial)

Size and Location: The property is located at 9200, 9204, & 9210 RM 2243 for 20.74 acres more or less in size.

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 SFR-1-B	Grandfathered Industrial Use
EAST	OCL Interim SFS-2-B	Established Single-Family Home
SOUTH	Interim SFS-2-B	Undeveloped Property Zoned for Single-Family
WEST	Interim SFR-1-B LI-4-D	Established Industrial Use

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

HI – HEAVY INDUSTRIAL:

Features: Any use in LI plus outdoor manufacture, assembly and processing.

Intent: Development of outdoor processing (when associated with a Type 5 site component) and large scale manufacturing, assembly and processing businesses. Access should be provided by an industrial or commercial collector street.

SITE COMPONENTS:

TYPE 5 (non-residential only):

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

Intent:

(1) The Type 5 site component is intended to be utilized with developments that have intense outdoor site requirements and a need to utilize the outdoor site area for maximum outdoor display, storage and / or accessory buildings.

(2) This component is intended only for industrial or the heaviest commercial uses and may be combined only with GC, LI or HI use components.

(3) This site component is not intended for retail or office development not requiring the available limits of outdoor storage and accessory buildings or adjacent to residential neighborhoods where not adequately buffered from residential uses.

(4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park developments.

ARCHITECTURAL COMPONENTS:

TYPE D (non-residential only):

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

Intent:

(1) This architectural component is intended only for industrial warehouse, heavy commercial service and other similar applications and shall be utilized only with GC, LI or HI use components.

(2) This component is not intended to be utilized with the majority of GC districts.

(3) This component is not intended for retail or office development or adjacent to residential neighborhoods where not adequately buffered from residential uses.

(4) This site component is discouraged along major thoroughfares and is intended to be utilized within industrial park development.

COMPREHENSIVE PLAN STATEMENTS:

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

- Provide Opportunities for coordinated, well-planned growth and development that are consistent with the Comprehensive Plan.
- Find suitable districts for industrial development so that the City may recruit additional employers and avoid locating industrial development near neighborhoods without adequate buffering.

ANALYSIS:

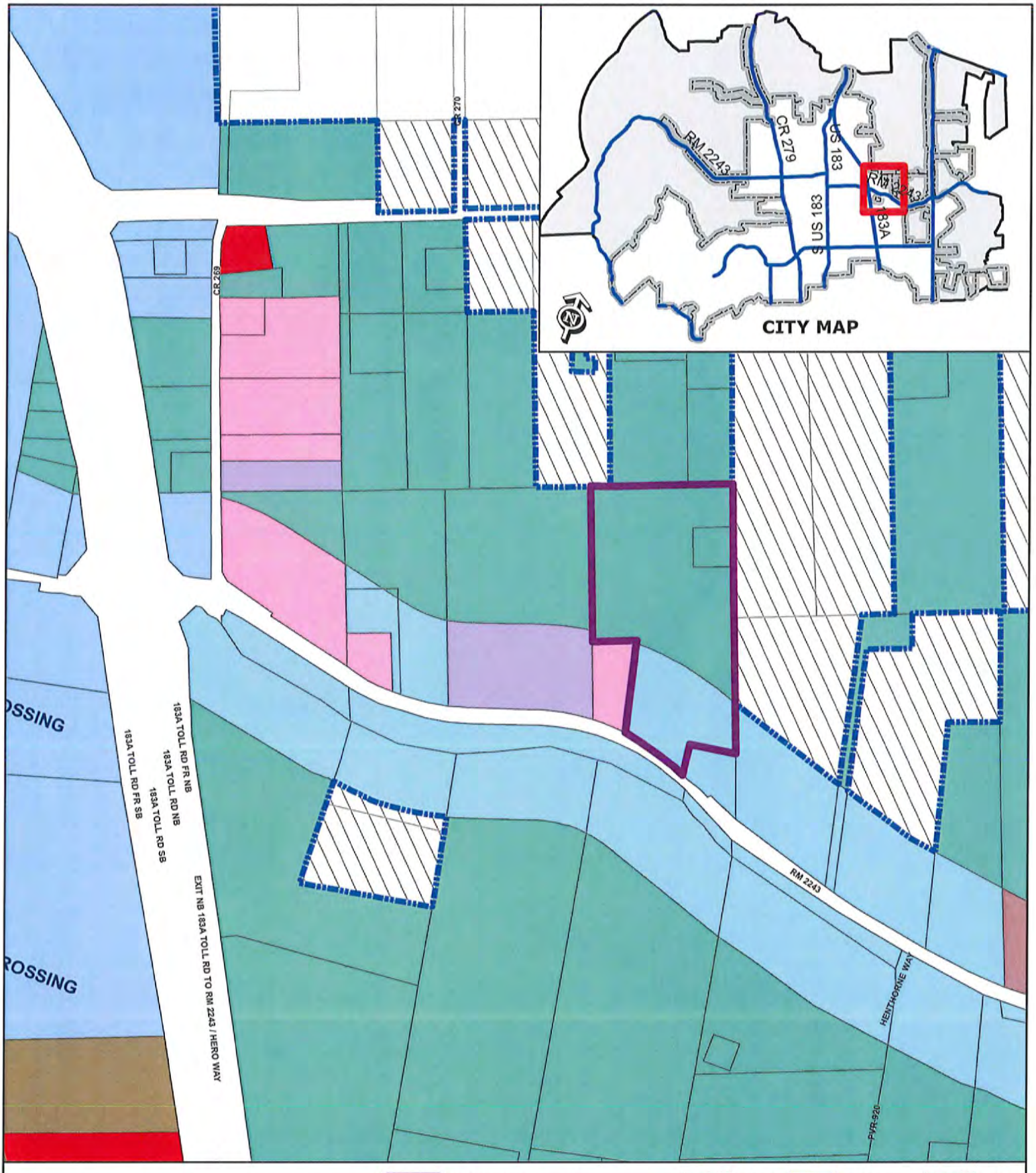
The front portion of the property was annexed in to the City in November of 2002 and was interim zoned SFS-2-B (Single-Family Suburban). The back portion of the subject property was part of a large involuntary annexation that was completed on January 17, 2013. Upon annexation the property received an Interim SFR-1-B zoning designation. In addition, a development agreement was executed in August of 2006 providing annexation and use requirements for the property. Currently, the property is utilized as a concrete plant and is considered to be a grandfathered use. Rezoning the property to the proposed HI-5-D (Heavy Industrial) would permit future expansion of the industrial use.

The properties to the west along RM 2243 are currently zoned and utilized for industrial purposes. In addition, the properties along the north/south portion of CR 269 were recently annexed and zoned for industrial uses. The north side of RM 2243 and CR 269 include existing and developing industrial uses along this corridor.

The HI (Heavy Industrial) use component allows for outdoor processing when paired with the Type 5 site component. In addition, this use component permits large scale manufacturing, assembly and processing businesses.

The Type 5 site component allows for unlimited outdoor storage. The Composite Zoning Ordinance does require that outdoor storage is screened from view from adjacent properties and streets and that the storage area is not permitted in the front setbacks.

The proposed Type D Architectural Component requires that street facing walls are 60% masonry and no metal is permitted on street facing walls.



ZONING CASE 13-Z-012

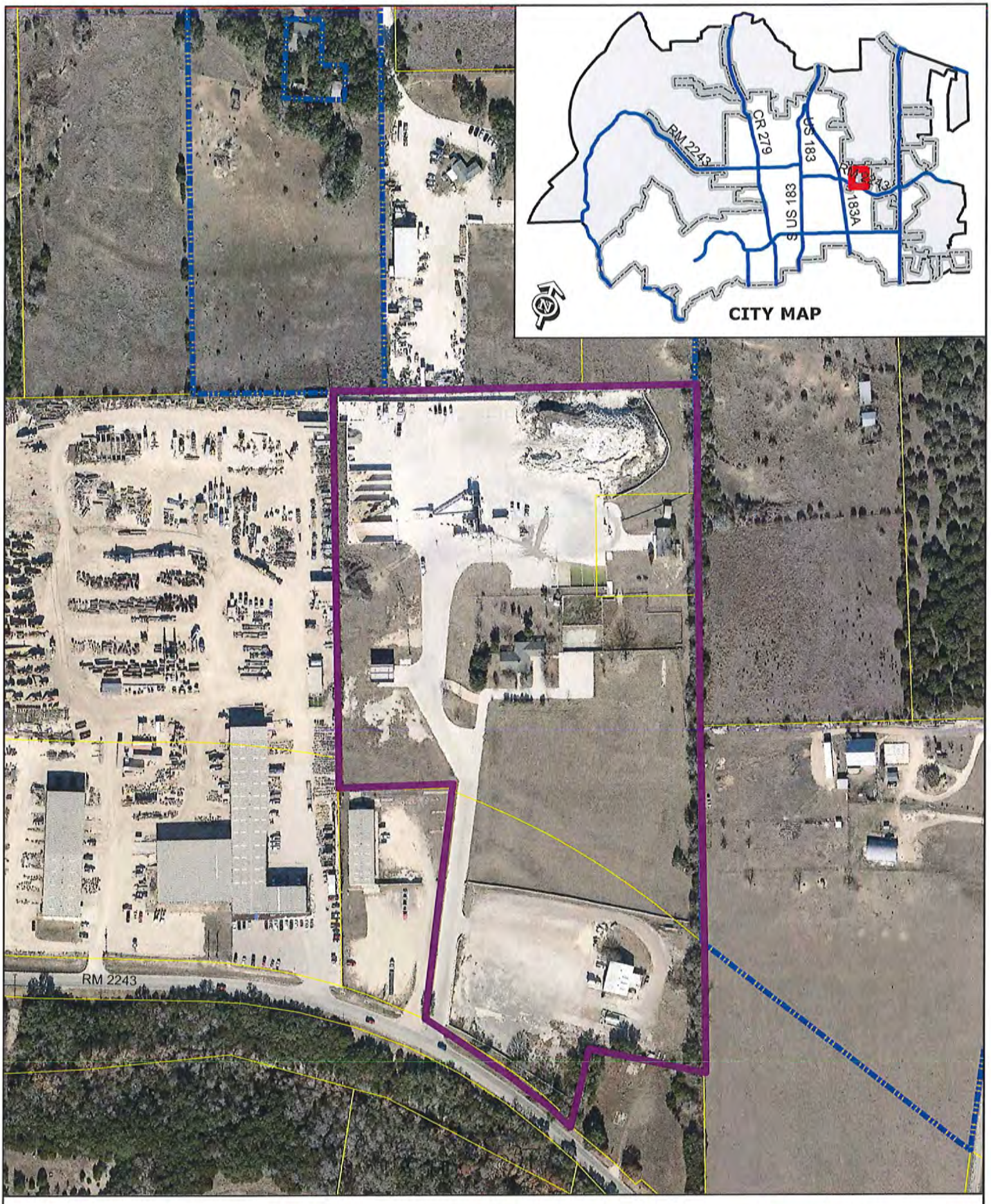
Attachment #2

Current Zoning Map
9200, 9204, & 9210 RM 2243

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

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-012 Attachment #3

Aerial Exhibit - Approximate Boundaries
9200, 9204, & 9210 RM 2243

Subject Property

0 200

Feet

ATTACHMENT #4

Hutson Land Planners
Development Consultants, LLC
AUSTIN GRAPEVINE

April 10, 2013

City of Leander Planning Department
104 North Brushy Street
PO Box 319
Leander, Texas 78646-0319

Tex Mix Land LTD property Zoning Change

Dear Ms. Griffin,

Please consider this our formal letter of intent to request a zoning change for 3 parcels owned by Tex Mix Land LTD on RR 2243 in the City of Leander. The first parcel is WCAD ID# R318744, a 5.4 acre property currently zoned SFS Single-Family Suburban that has about 350 feet of frontage on RR 2243. The second parcel is WCAD ID# R327081, a 14.34 acre property currently zoned SFR Single-Family Rural. The third parcel is WCAD ID# R031293, a 1 acre property currently zoned SFR Single-Family Rural. The proposed new zoning for these 3 properties is to HI Heavy Industrial. The properties are currently being used as a concrete plant by Tex Mix Concrete. The existing concrete plant use of the property has been considered a grandfathered use since the City of Leander annexed the area. This stretch of RR 2243 has other types of industrial uses typical of an industrial corridor.

The physical characteristics of the property include that of what you find on a typical industrial piece of land. There is a main paved driveway which leads cars and trucks to the plant that sits on the northern portion of the property. The property is fairly flat with very few trees. There are several commercial structures on the property that are being used as part of the concrete plant or associated offices.

Please contact me should you have any questions or concerns regarding this zoning change.

Respectfully submitted,

Duane Hutson, AICP

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING THREE PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO HI-5-D (HEAVY INDUSTRIAL); 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 three parcels located at 9200, 9204, and 9210 RM 2243. The property is approximately 20.74 acres more or less in size and includes parcels #R318744, R031293, and R327081. This parcel is hereby zoned HI-5-D (Heavy Industrial); 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 16th day of May, 2013.
FINALLY PASSED AND APPROVED on this the 6th day of June, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

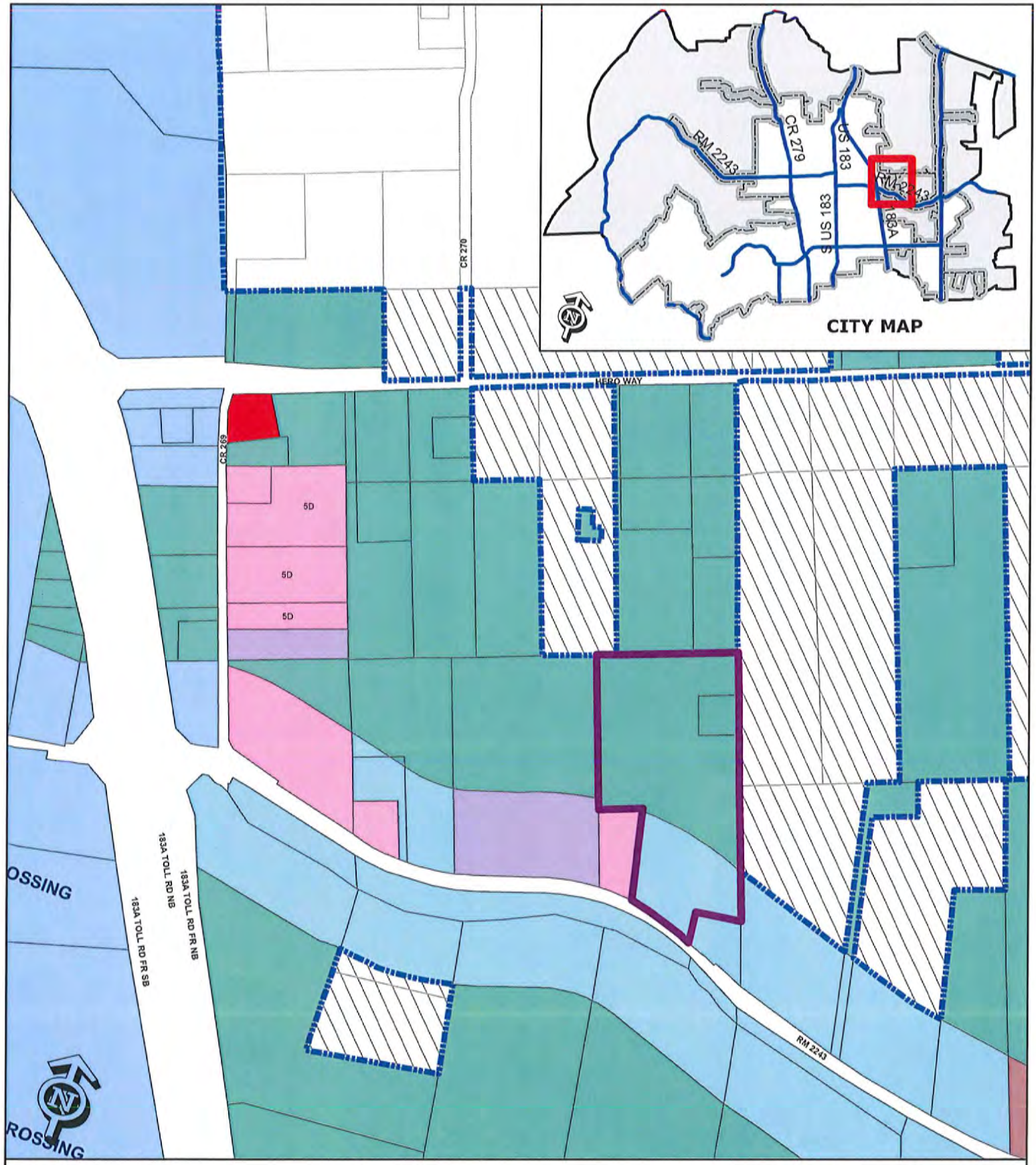


EXHIBIT A

Zoning Case 13-Z-012

Tex Mix Concrete
9200, 9204, & 9210 RM 2243

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
Feet

Public Hearing

5. Zoning Case #13-Z-012: Hold a public hearing and consider action on the rezoning of three parcels located at 9200, 9204, & 9210 RM 2243 for 20.74 acres more or less; Parcel #R318744, R031293, R327081. Currently, the property is zoned interim SFR-1-B (Single-Family Rural), and SFS-2-B (Single Family Suburban). The property is proposed to be zoned HI-5-D (Heavy Industrial) Leander, Williamson County, Texas. Applicant: Duane Hutson, AICP on behalf of Tex Mix Land ltd (Logan Owens).

a) Staff Presentation

Robin Griffin, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Duane Hutson spoke on the purpose of the zoning.

c) Open Public Hearing

Vice Chairman Abruzzese opened the public hearing.
No one wished to speak

d) Close Public Hearing

Vice Chairman Abruzzese closed the public hearing.

e) Discussion

Some discussion took place

f) Consider Action

Commissioner Stephenson motioned to approve the HI-5-D zoning as proposed, Commissioner Saenz seconded the motion. Motion passed unanimously.

6. Zoning Case #13-Z-013: Hold a public hearing and consider action on the rezoning of three parcels located at 303 & 451 CR 179 for 97.19 acres more or less; Parcels #R518873, R518872 and R031571. Currently, the property is zoned SFC-2-A (Single-Family Compact) and interim SFR-1-B (Single-Family Rural). The property is proposed to be SFC-2-B (Single- Family Compact) and SFU-2-B (Single-Family Urban), Leander, Williamson County, Texas. Applicant: Chris Lynch on behalf of Jen Texas III, LLC. and Tamara L. Ramaker

a) Staff Presentation

Robin Griffin, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Chris Lynch spoke on the purpose of the zoning.

c) Open Public Hearing

Vice Chairman Abruzzese opened the public hearing.
No one wished to speak

d) Close Public Hearing

AGENDA ITEM # 13

Executive Summary

May 16, 2013

Agenda Subject:	Zoning Case 13-Z-013: Hold a public hearing and consider action on the rezoning of three parcels located at 303 & 451 CR 179 for 97.19 acres more or less; Parcels #R518873, R518872 and R031571. Currently, the property is zoned SFC-2-A (Single-Family Compact) and interim SFR-1-B (Single-Family Rural). The property is proposed to be SFC-2-B (Single- Family Compact) and SFU-2-B (Single-Family Urban), Leander, Williamson County, Texas.
Background:	This request is the second step in the rezoning process.
Origination:	Applicant: Chris Lynch on behalf of Jen Texas III, LLC. and Tamara L. Ramaker
Financial Consideration:	None
Recommendation:	See Planning Analysis. The Planning & Zoning Commission recommended approval of the zoning request with a three to one vote at the May 09, 2013 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 May 09, 2013
Prepared By:	Robin M. Griffin, AICP Planner 05/10/2013

PLANNING ANALYSIS

ZONING CASE 13-Z-013
PECAN CREEK REZONING

GENERAL INFORMATION

Owner: Jen Texas III, LLC. and Tamara L. Ramaker

Current Zoning: Interim SFR-1-B (Single-Family Rural)
SFC-2-A (Single-Family Compact)

Proposed Zoning: SFC-2-B (Single-Family Compact)
SFU-2-B (Single-Family Urban)

Size and Location: The property is located at 303 & 451 CR 179 and is approximately 97.19 acres in size.

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	OCL	Single-Family Residential & Undeveloped Properties
EAST	OCL	Single-Family Residential & Undeveloped Properties
SOUTH	OCL	Single-Family Residential & Undeveloped Properties
WEST	OCL Interim SFR-1-B	Single-Family Residential Stiles Middle School

COMPOSITE ZONING ORDINANCE INTENT STATEMENTS

USE COMPONENTS:

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 compact 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 compact 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.

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.

SITE COMPONENTS:

TYPE 2:

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

Intent:

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

(2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.

(3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.

(4) This component is generally not intended to be utilized with 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 A:

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

Intent:

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

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

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

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

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

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

TYPE B:

Features: 85% masonry 1st floor, 50% 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.

COMPREHENSIVE PLAN STATEMENTS:

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

- Plan for continued growth and development that improves the community's overall quality of life and economic viability.
- Establish high standards for development.

ANALYSIS:

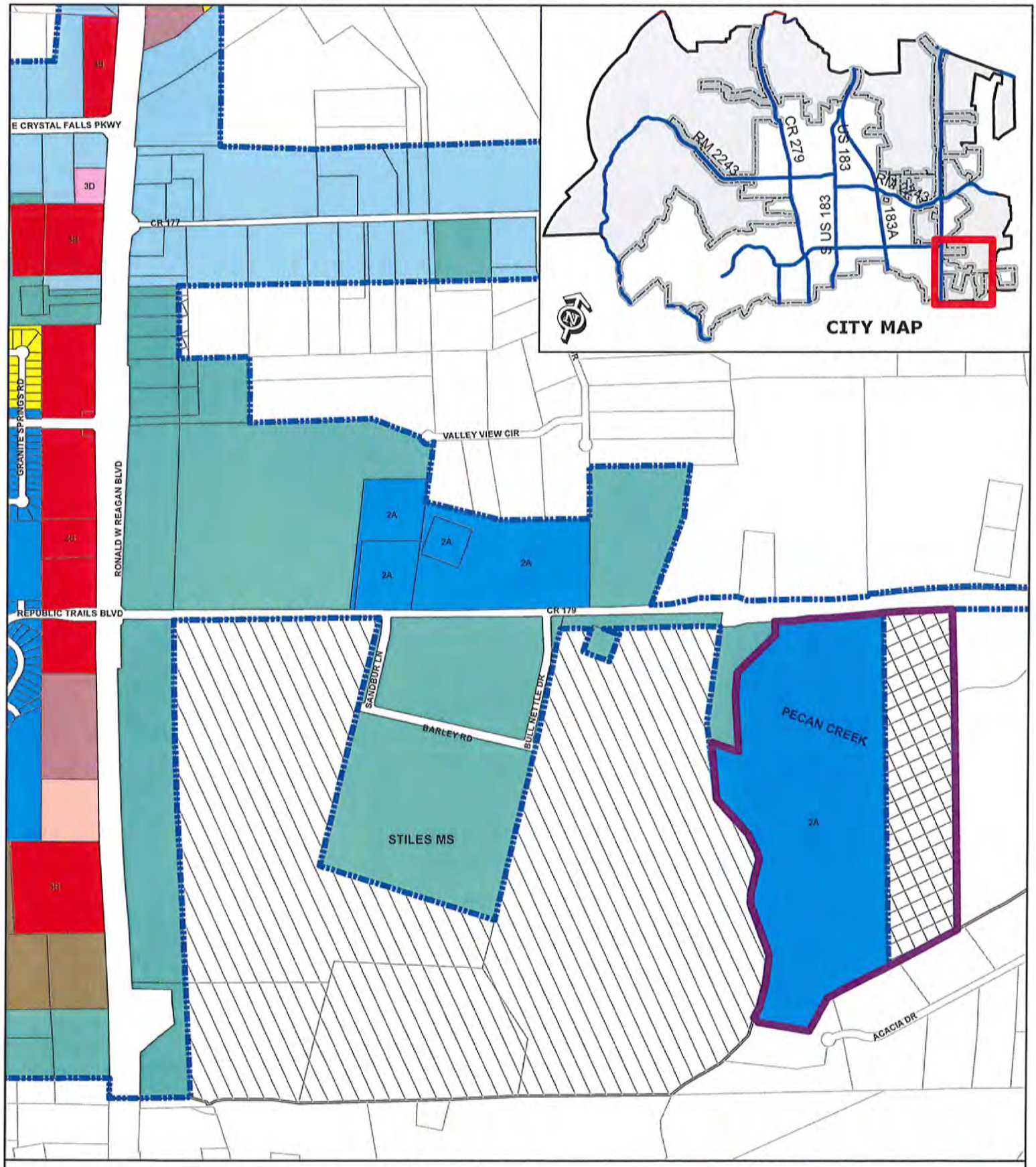
The majority of the subject property was voluntarily annexed in September of 2012 and the remainder of the property on the east side was voluntarily annexed on May 2, 2013. The Planning and Zoning Commission received a zoning request for the property for an SFC-2-B (Single-Family Compact) zoning district in August of 2012 and recommended approval of a SFC-2-A (Single-Family Compact) zoning district. The applicant is now proposing larger lot sizes and would like to reduce the architectural component from a Type A to a Type B.

The SFC-2-B district provides for neighborhoods with compact lot sizes and the SFU-2-B district provides for neighborhoods with moderate urban standard sized lots. The proposal includes residential lot widths with a minimum lot width of fifty (50') feet ranging to seventy (70') feet. The inclusion of this zoning along CR 179 will offer a variety in housing opportunities and in the fabric of the neighborhoods.

The Type A architectural component requires that eighty-five (85%) percent of the structure is comprised of masonry and five or more architectural features. The Type A architectural component is encouraged for high quality developments and residential properties along major thoroughfares. The Type B architectural component requires that eighty-five (85%) percent of the first floor and fifty (50%) percent overall of the structure is comprised of masonry and four or more architectural features.

The Comprehensive Plan Update establishes development nodes throughout the City of Leander. This subject property is located between two Community Center Nodes. These nodes are approximately one half mile in radius and encourage garden homes, condos, commercial/retail, and employment centers. Higher density development is proposed within the nodes and lower density residential development is proposed between the nodes.

The proposed zoning request follows the goals of the Comprehensive Plan and the intent statements of the Composite Zoning Ordinance.



ZONING CASE 13-Z-013

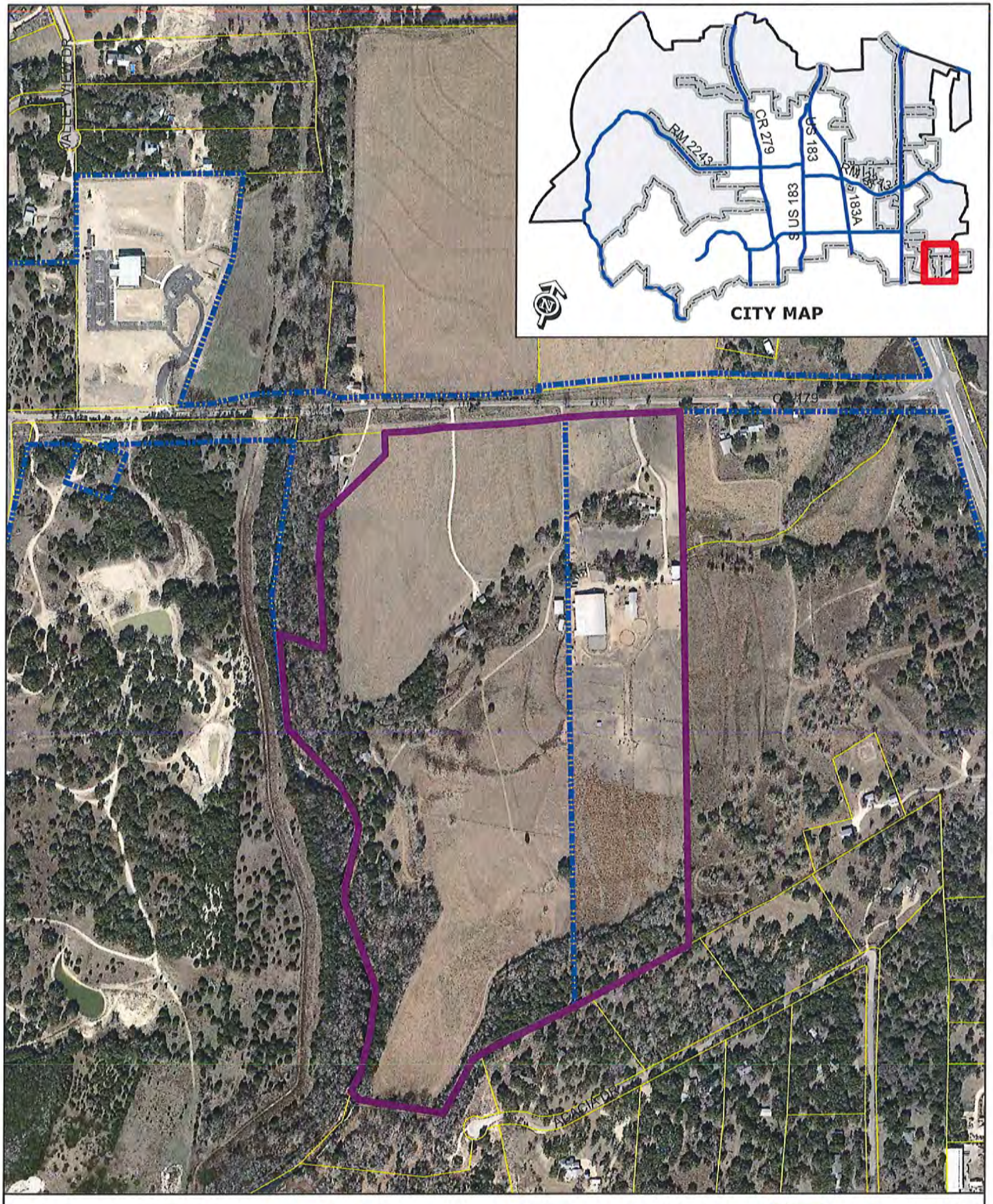
Attachment #2

Current Zoning Map
303 & 451 CR 179 Pecan Creek

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
Feet

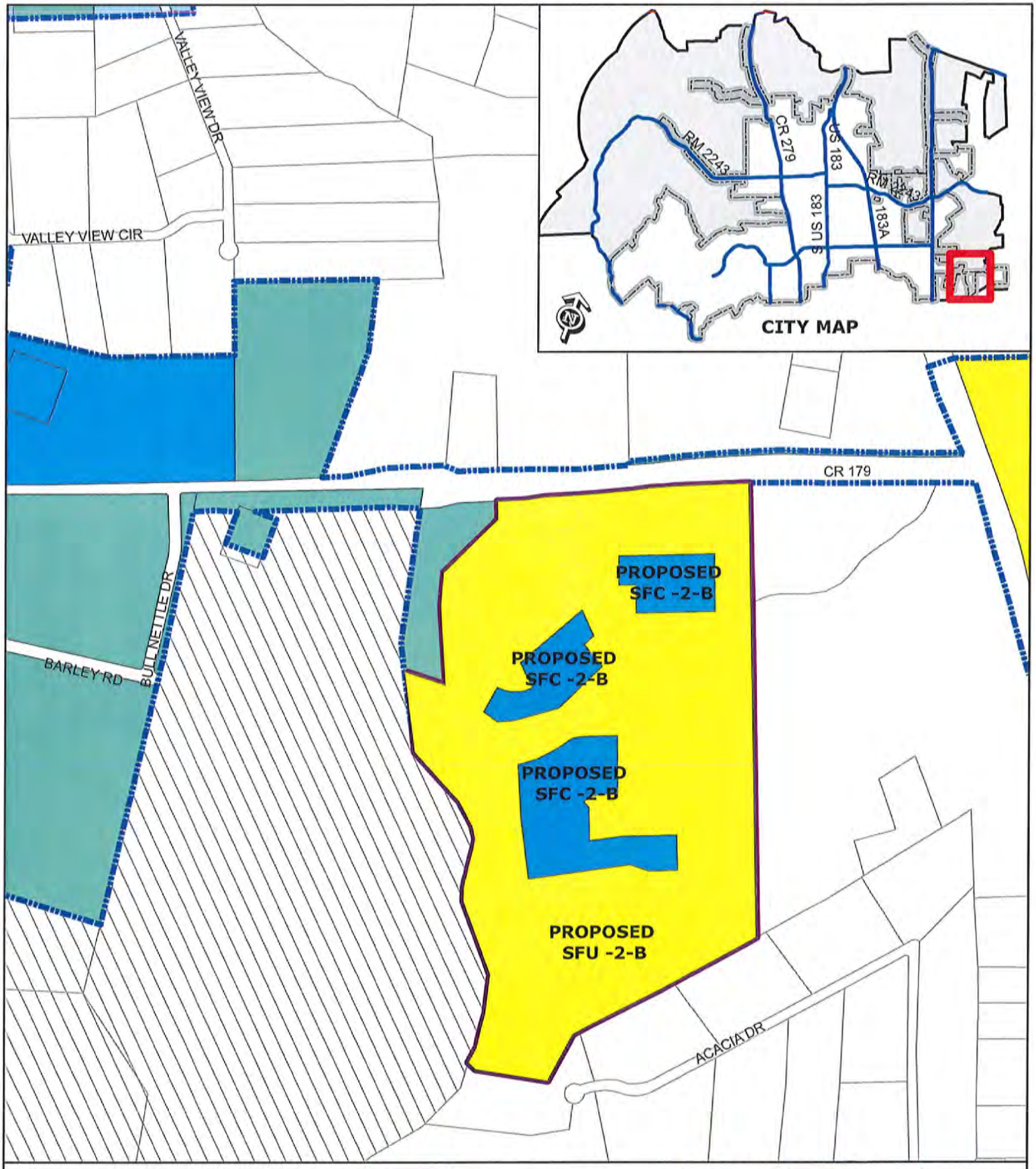


ZONING CASE 13-Z-013 Attachment #3

Aerial Exhibit - Approximate Boundaries
303 & 451 CR 179 - Pecan Creek

Subject Property

0 200
Feet



ZONING CASE 13-Z-013

Attachment #4

Proposed Zoning Map
Pecan Creek
303 & 451 CR 179 Pecan Creek

ATTACHMENT #5

Gehan HOMES

April 5, 2013

City of Leander Planning Department
Attn: Robin Griffin
104 North Brushy Street
Leander, Texas 78646

Dear Ms. Griffin:

Please accept this letter as my formal request for a zoning change on my property. The property is located on the southern side of CR 179 between Sam Bass Rd. and Ronald Reagan Blvd. The property is currently zoned SFC-2A and we are looking to change it to SFC-2B and SFU-2B.

The current plan contains 199 lots, 155 (50' x 120') lots and 44 (60'x120') lots. The density currently is 2.73 units per acre. The property contains several structures and has tree coverage along Brushy Creek (Pecan, Cedar and various types of Oaks) and we are currently under construction with Section 1 of the development.

We are acquiring an additional 29 acres adjacent to the property and are looking to reduce the number of 50' lots and dramatically increase the number of 60' lots, as well as add 70'x130'lots. Our proposed concept plan will have 252 lots. This plan will reduce our 50' lots from 144 to 72, increase our 60' lots from 44 to 123 and add 57 new 70x130' lots to the community. This will lead to an anticipated density of 2.46.

The introduction of the larger lots will require a change our use component from SFC to SFU to allow for these larger lots. In conjunction with the use component change we are looking to change our architectural component from Type A to Type B. The majority of our plans (greater than 70%) will contain 85% masonry, while the remainder will contain 70% masonry which more than conforms to the type B masonry requirement of 50% overall. If you have any questions please do not hesitate to contact me.

Best regards,

R. Chris Lynch
Director of Land Development

ATTACHMENT #5

March 8, 2013

City of Leander Planning Department
Attn: Robin Griffin
104 North Brushy Street
Leander, Texas 78646

Dear Ms. Griffin:

Please accept this letter as my formal request for a zoning change on my property. The property is located on the southern side of CR 179 between Sam Bass Rd. and Ronald Reagan Blvd. The property s currently not zoned and is currently undergoing the annexation process. I support the proposed zoning change to SFC (Single Family Compact) and SFU (Single Family Urban).

The property currently contains several structures and has little tree coverage and is currently utilized for horse boarding.

Best regards,

Tami Ramaker

Ms. Tamara L. Ramaker

ORDINANCE NO #

ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING THREE PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) AND SFC-2-A (SINGLE-FAMILY COMPACT) TO SFC-2-B (SINGLE-FAMILY COMPACT) AND SFU-2-B (SINGLE-FAMILY URBAN); 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 three parcels located at 303 and 451 CR 179. The property is approximately 97.19 acres more or less in size and includes parcels #R518873, R518872, and R031571. These parcels are hereby zoned SFC-2-B (Single-Family Compact) and SFU-2-B (Single-Family Urban); 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 16th day of May, 2013.
FINALLY PASSED AND APPROVED on this the 6th day of June, 2013.

THE CITY OF LEANDER, TEXAS

Christopher Fielder, Mayor

ATTEST:

Debbie Haile, City Secretary

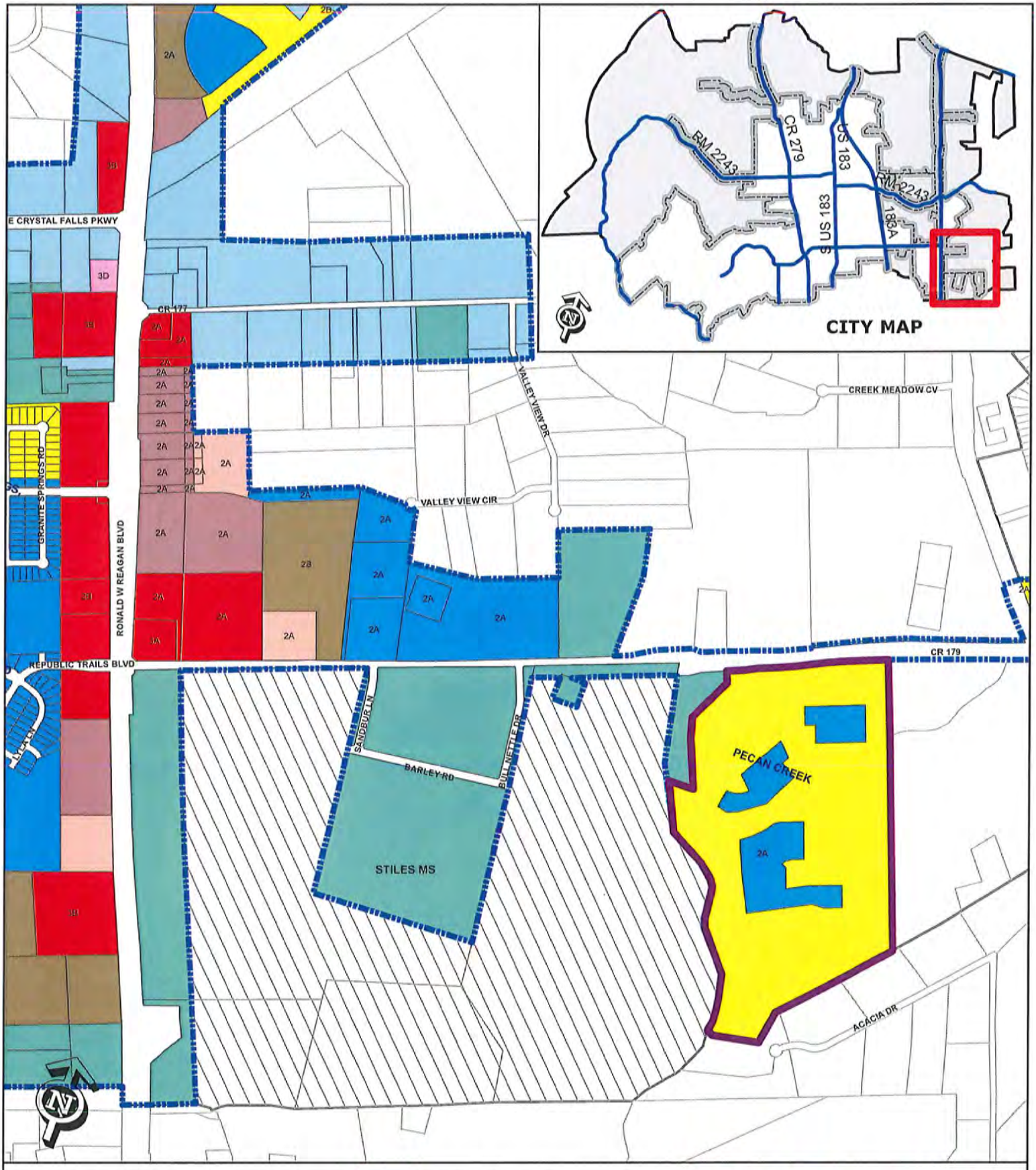


EXHIBIT A

Zoning Case 13-Z-013

Pecan Creek
303 & 451 CR 179

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

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

0 200
Feet

Public Hearing

5. Zoning Case #13-Z-012: Hold a public hearing and consider action on the rezoning of three parcels located at 9200, 9204, & 9210 RM 2243 for 20.74 acres more or less; Parcel #R318744, R031293, R327081. Currently, the property is zoned interim SFR-1-B (Single-Family Rural), and SFS-2-B (Single Family Suburban). The property is proposed to be zoned HI-5-D (Heavy Industrial) Leander, Williamson County, Texas. Applicant: Duane Hutson, AICP on behalf of Tex Mix Land ltd (Logan Owens).

a) Staff Presentation

Robin Griffin, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Duane Hutson spoke on the purpose of the zoning.

c) Open Public Hearing

Vice Chairman Abruzzese opened the public hearing.
No one wished to speak

d) Close Public Hearing

Vice Chairman Abruzzese closed the public hearing.

e) Discussion

Some discussion took place

f) Consider Action

Commissioner Stephenson motioned to approve the HI-5-D zoning as proposed, Commissioner Saenz seconded the motion. Motion passed unanimously.

6. Zoning Case #13-Z-013: Hold a public hearing and consider action on the rezoning of three parcels located at 303 & 451 CR 179 for 97.19 acres more or less; Parcels #R518873, R518872 and R031571. Currently, the property is zoned SFC-2-A (Single-Family Compact) and interim SFR-1-B (Single-Family Rural). The property is proposed to be SFC-2-B (Single- Family Compact) and SFU-2-B (Single-Family Urban), Leander, Williamson County, Texas. Applicant: Chris Lynch on behalf of Jen Texas III, LLC. and Tamara L. Ramaker

a) Staff Presentation

Robin Griffin, Planner, discussed request & surrounding land uses.

b) Applicant Presentation

Chris Lynch spoke on the purpose of the zoning.

c) Open Public Hearing

Vice Chairman Abruzzese opened the public hearing.
No one wished to speak

d) Close Public Hearing

AGENDA ITEM #14

Executive Summary

May 16, 2013

Council Agenda Subject: Consideration and Action on an Ordinance Authorizing Redemption of All of the 2017 Maturity and a Portion of the 2016 Maturity of The City Of Leander, Texas General Obligation And Refunding Bonds, Series 2007; And Authorizing And Approving Other Matters Related Thereto.

Background: On April 19, 2012, City Council approved refunding bonds in the amount of $19,165,000 which refinanced all but $1,995,000 of the outstanding bonds and tax certificates of obligation that were issued in 2007 to achieve significant interest rate savings. However, in order to maximize savings and further smooth out the City's debt curve which peaks in 2015, the City intentionally did not refinance the bonds that will mature in 2016 and 2017. Instead, the refinancing strategy developed by First Southwest and City staff contemplated that the City would "call" or payoff $560,000 of the 2017 and a portion of the 2016 obligation this year as part of the regular Debt Service budget which is funded by the interest & sinking fund tax rate.

Origination: Robert G. Powers, Finance Director

Financial Consideration: Budgeted Debt Service Current Revenue (80-01-9610 - $560,000)

Recommendation: Staff requests approval

Attachments: Ordinance

Prepared by: Robert G. Powers, Finance Director

ORDINANCE NO. 13-035-00

ORDINANCE AUTHORIZING REDEMPTION OF ALL OF THE 2017 MATURITY AND A PORTION OF THE 2016 MATURITY OF THE CITY OF LEANDER, TEXAS GENERAL OBLIGATION AND REFUNDING BONDS, SERIES 2007; AND AUTHORIZING AND APPROVING OTHER MATTERS RELATED THERETO

WHEREAS, the City of Leander, Texas (the "City") has previously issued its General Obligation and Refunding Bonds, Series 2007 (the "Series 2007 Bonds");

WHEREAS, there currently remains outstanding $1,210,000 of the Series 2007 Bonds consisting of the following:

General Obligation and Refunding Bonds, Series 2007	Maturities Outstanding	Amount Outstanding
	2016	$ 1,015,000
	2017	195,000

WHEREAS, the City has sufficient funds to redeem on the August 15, 2013 call date for all of the 2017 maturity and a portion of its 2016 maturity outstanding Series 2007 Bonds in the aggregate principal amount of $560,000 as follows: (the "Redeemed Bonds"):

General Obligation and Refunding Bonds, Series 2007	Maturity Redeemed	Amount Being Redeemed	Amount Remaining
	2016	$365,000	$650,000
	2017	195,000	-0-
		$560,000*	

*(the "Redeemed Bonds")

WHEREAS, the City desires to redeem the Redeemed Bonds with the funds to be provided therefor by the City from available funds in its Debt Service Fund and other funds contributed by the City from its General Fund;

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207"), authorizes the City to deposit available funds or resources, directly with a place of payment (paying agent) for the Redeemed Bonds, and such deposit, if made before such payment dates, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Redeemed Bonds; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A. is the paying agent for the Redeemed Bonds (the "Paying Agent"), and the redemption may be accomplished by depositing the amount necessary with the Paying Agent, as permitted by said Chapter 1207;

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

Section 1. Definitions. In addition to other words and terms defined in this Ordinance and unless a different meaning or intent clearly appears in the context, the following words and terms shall have the following meanings, respectively:

"City" – City of Leander, Texas.

"City Council" – The duly constituted City Council for the City, or any predecessor thereof or successor thereto.

"Ordinance" – This Ordinance as revised and completed as herein permitted.

"Paying Agent" – The Bank of New York Mellon Trust Company, N.A. (or any successor thereto).

"Paying Agent/Registrar Agreement" – The Paying Agent agreement dated as of February 1, 2007, between the City and the Paying Agent attached hereto as Exhibit "A".

Section 2. Execution of Ordinance. The Mayor and City Secretary are authorized to execute this Ordinance on behalf of the City and to do any and all things proper and necessary to carry out the intent thereof.

Section 3. Approval of Redemption. The City Council hereby approves the redemption of the Redeemed Bonds through funds provided from the Debt Service Fund and other funds contributed by the City from its General Fund and hereby directs the Mayor, City Manager, Finance Director and other appropriate officials of the City to take all steps necessary to accomplish the redemption of the Redeemed Bonds as set forth in this Ordinance.

Section 4. Use of Funds. The City will use available funds from its Debt Service Fund and other funds from its General Fund to redeem the Redeemed Bonds.

Section 5. Matters Related to Redemption.

(a) Authorization of Officers. The City shall satisfy in a timely manner all of its obligations under this Ordinance. The Mayor and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the redemption of the Redeemed Bonds, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices, and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance.

(b) Redemption Authorized. The City hereby sets aside sufficient funds to pay the $560,000 for the Redeemed Bonds, as they become due pursuant to the Call on August 15, 2013, and authorizes and directs notice of such redemption to be given as provided in the form attached hereto as Exhibit "B".

Section 6. Miscellaneous Provisions.

(a) Titles Not Restrictive. The titles assigned to the various sections of this Ordinance are for convenience only and shall not be considered restrictive of the subject matter of any section or of any part of this Ordinance.

(b) Inconsistent Provisions. All Ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed and declared to be inapplicable, and the provisions of this Ordinance shall be and remain controlling as to the matters prescribed herein.

(c) Severability. If any word, phrase, clause, paragraph, sentence, part, portion, or provision of this Ordinance the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance shall nevertheless be valid and the City Council hereby declares that this Ordinance would have been enacted without such invalid word, phrase, clause, paragraph, sentence, part, portion, or provisions.

(d) Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas.

(e) Open Meeting. The City Council officially finds and determines that the meeting at which this Ordinance is adopted was open to the public; and that public notice of the time, place, and purpose of such meeting was given, all as required by Chapter 551, Texas Government Code, as amended.

(f) Incorporation of Recitals. The recitals to this Ordinance are hereby incorporated by reference herein as if copied in full.

[The remainder of this page intentionally left blank]

PASSED AND APPROVED this ____ day of May, 2013.

_____
Mayor
City of Leander, Texas

ATTEST:

_____
City Secretary
City of Leander, Texas

[CITY SEAL]

SEAL

EXHIBIT "A"

Paying Agent/Registrar Agreement
for
City of Leander, Texas
General Obligation and Refunding Bonds,
Series 2007

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT (this "Agreement"), is entered into as of February 1, 2007, by and between the City of Leander, Texas (the "Issuer"), and The Bank of New York Trust Company, National Association (the "Bank").

RECITALS OF THE ISSUER

The Issuer has duly authorized and provided for the issuance of its Bonds, entitled "City of Leander, Texas General Obligation and Refunding Bonds, Series 2007" (the "Bonds") in an aggregate principal amount of $21,210,000 to be issued as fully registered Bonds;

All things necessary to make the Bonds valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

The Issuer and the Bank wish to provide the terms under which the Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Registrar for the Bonds;

The Issuer and the Bank have duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement the valid agreement of the parties, in accordance with its terms, have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE

APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners of the Bonds in accordance with the terms and provisions of this Agreement and the Ordinance, the principal of, redemption premium (if any), and interest, on all or any of the Bonds.

The Issuer hereby appoints the Bank as Registrar with respect to the Bonds.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Registrar.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent and Registrar, the Issuer hereby agrees to pay the Bank the fees set forth in the Bank's fee schedule attached as Annex A hereto. The Bank reserves the right to amend the fee schedule at any time, provided the Bank shall have furnished the Issuer with a written copy of such amended fee schedule at least 75 days prior to the date that the new fees are to become effective.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances (including the reasonable compensation, expenses and disbursements of its agents and counsel) incurred or made by the Bank pursuant to, or as a result of, any of the provisions thereof.

ARTICLE TWO

DEFINITIONS

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Bank" means The Bank of New York Trust Company, National Association, a national bank, duly organized and operating under the laws of the United States of America.

"Bond" or "Bonds" means any one or all of the "$21,210,000 City of Leander, Texas General Obligation and Refunding Bonds, Series 2007."

"Issuer" means the City of Leander, Texas.

"Ordinance" means the Ordinance of the Issuer approved February 1, 2007, pursuant to which the Bonds are issued.

"Paying Agent" means the Bank when it is performing the function of paying agent.

"Person" means any individual, corporation, partnership, joint venture, associations, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

"Registrar" means the Bank when it is performing the function of registrar.

All other capitalized terms shall have the meanings assigned in the Ordinance.

ARTICLE THREE

DUTIES OF THE BANK

Section 3.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as set forth in the Ordinance. If such purchaser delivers a written request to the Bank not later than five business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, exchange the Bonds initially delivered for Bonds of authorized denominations, registered in accordance with the instructions in such request and the Ordinance.

Section 3.02. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of, redemption premium, if any, and interest, on each Bond in accordance with the provisions of the Ordinance.

Section 3.03. Duties of Registrar.

The Bank shall provide for the proper registration of the Bonds and the exchange, replacement and registration of transfer of the Bonds, in accordance with the provisions of the Ordinance. The Bank will maintain the books of registration in accordance with the Bank's general practices and procedures in effect from time to time.

Section 3.04. Unauthenticated Bonds.

The Issuer shall provide an adequate inventory of unauthenticated Bonds to facilitate transfers. The Bank covenants that it will maintain such unauthenticated Bonds in safekeeping and will use reasonable care in maintaining such Bonds in safekeeping, which shall be not less than the care it maintains for debt securities of other government entities or corporations for which it serves as registrar, or which it maintains for its own Bonds.

Section 3.05. Reports.

The Bank will provide the Issuer reports upon request, which reports will describe in reasonable detail all transactions pertaining to the Bonds and the books of registration. The Issuer may also inspect and make copies of the information in the books of registration at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the content of the books of registration to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a subpoena, court order or as otherwise required by law. Upon receipt of a subpoena, court order or other lawful request, the Bank will notify the Issuer immediately so that the Issuer may contest the subpoena, court order or other request.

Section 3.06. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds held by the Bank shall be destroyed and evidence of such destruction furnished to the Issuer.

Section 3.07. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable to the Issuer for actions taken under this Agreement so long as it acts in good faith and exercises due diligence, reasonableness and care, as prescribed by law, with regard to its duties hereunder.

(c) This Agreement is not intended to require the Bank to expend its own funds for performance of any of its duties hereunder.

(d) The Bank may rely and shall be protected by the Issuer against any claim by the Issuer or any other Person in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, ordinance, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Bond, but is protected in acting upon receipt of a Bond containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the holder or an agent of the holder. The Bank shall not be bound to make any investigation into the acts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, ordinance, bond, note, security or other paper or document

supplied by Issuer.

(e) The Bank may consult with legal counsel, and the written advice of such counsel or any opinion shall be full and complete authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon; provided that any such written advice or opinion is supplied to the Issuer by the Bank.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys.

Section 3.08. Money Held by Bank.

Money held by the Bank hereunder shall be held in trust for the benefit of the Registered Owners of the Bonds.

The Bank shall be under no obligation to pay interest on any money received by it hereunder.

All money deposited with the Bank hereunder shall be secured in the manner and to the fullest extent required by law for the security of funds of the Issuer.

Any money deposited with the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed by the Registered Owner after the expiration of three years from the date such funds have become due and payable shall be reported and disposed of by the Bank in accordance with the provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended. The Bank shall have no liability to the Registered Owners of the Bonds by virtue of actions taken in compliance with the foregoing provision.

Section 3.09. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability or expense incurred by the Bank without negligence or bad faith on the Bank's part, arising out of or in connection with its acceptance or administration of the Bank's duties hereunder, including the cost and expense (including the Bank's counsel fees) of defending against any claim or liability in connection with the exercise or performance of any of the Bank's powers or duties under this Agreement.

Section 3.10. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand or controversy over its person as well as funds on deposits, in any Federal or State Court located in the State and County where the administrative offices of the

Issuer is located, and agree that service of process by registered mail, return receipt requested, to the address referred to in Section 4.04 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 3.11. Cost of Issuance Fund.

At the written request of the Issuer, proceeds from the sale of the Bonds may be deposited to the credit of the Cost of Issuance Fund. Such moneys as are deposited shall be held by the Paying Agent and shall be invested at the written direction of the Issuer in a mutual fund which invests in United States Treasury Obligations. The Paying Agent shall not be liable or responsible for any loss resulting from any such investment. Withdrawals from the Cost of Issuance Fund shall be made by the Paying Agent upon written direction of an authorized officer of the Issuer. All funds remaining thirty days after the initial deposit shall be applied as provided in the Bond Ordinance.

ARTICLE FOUR

MISCELLANEOUS PROVISIONS

Section 4.01. May Own Bonds.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Registrar for the Bonds.

Section 4.02. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereof.

Section 4.03. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 4.04. Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown herein, or such other address as may have been given by one party to the other by 15 days

written notice.

Section 4.05. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.06. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 4.07. Severability.

If any provision of this Agreement shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

Section 4.08. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 4.09. Ordinance Governs Conflicts.

This Agreement and the Ordinance constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Registrar and if any conflict exists between this Agreement and the Ordinance, the Ordinance shall govern.

Section 4.10. Term and Termination.

This Agreement shall be effective from and after its date and may be terminated for any reason by the Issuer or the Bank at any time upon 60 days written notice; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder. In the event of early termination regardless of circumstances, the Bank shall deliver to the Issuer or its designee all funds, Bonds and all books and records pertaining to the Bank's role as Paying Agent and Registrar with respect to the Bonds, including, but not limited to, the books of registration.

Section 4.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the

laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[The remainder of this page intentionally left blank.]

CITY OF LEANDER, TEXAS

By _____
Mayor

Address: 200 West Willis
Leander, Texas 78641

ATTEST:

_____
City Secretary

THE BANK OF NEW YORK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____
Title: Assistant Treasurer

[SEAL]

ATTEST:

_____
Title: ASSISTANT VICE PRESIDENT

Mailing and Delivery Address:

The Bank of New York Trust Company, National Association
P.O. Box 2320
Dallas, Texas 75221-2320

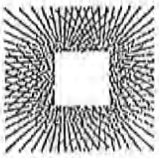
Attn: Issuer Administrative Services

Hand Delivery Address:

The Bank of New York Trust Company, National Association
2001 Bryan Street, 8th Floor
Dallas, Texas 75201

Attn: Issuer Administrative Services

ANNEX A



The BANK of NEW YORK

City of Leander, TX – General Obligation Bonds, Series 2007

Acceptance Fee: **Waived**

A one-time charge covering the Bank Officer's review of governing documents, communication with members of the closing party, including representatives of the issuer, investment banker(s) and attorney(s), establishment of procedures and controls, set-up of trust accounts and tickler suspense items and the receipt and disbursement/investment of bond proceeds. This fee is payable on the closing date.

Annual Paying Agent Administration Fee: **$500**

An annual charge covering the normal paying agent duties related to account administration and bondholder services. This fee is payable annually, in advance, on the closing date and each anniversary thereafter.

Extraordinary Services / Miscellaneous Fees: **By Appraisal**

The charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in amounts commensurate with the service to be provided. If it is contemplated that the Trustee hold and/or value collateral or enter into any investment contract, forward purchase or similar or other agreement, additional acceptance, administration and counsel review fees will be applicable to the agreement governing such services. If the bonds are converted to certificated form, additional annual fees will be charged for any applicable tender agent and/or registrar/paying agent services. Additional information will be provided at such time. Should this transaction terminate prior to closing, all out-of-pocket expenses incurred, including legal fees, will be billed at cost. If all outstanding bonds of a series are defeased or called in full prior to their maturity, a termination fee may be assessed at that time.

Miscellaneous fees may include, but are not necessarily limited to the following, if applicable: UCC filing fees, money market sweep fees, auditor confirmation fees, wire transfer fees, transaction fees to settle third-party trades and reconcilement fees to balance trust account balances to third-party investment provider statements.

Annual fees include one standard audit confirmation per year without charge. Standard audit confirmations include the final maturity date, principal paid, principal outstanding, interest cycle, interest paid, cash and asset information, interest rate, and asset statement information. Non-standard audit confirmation requests may be assessed an additional fee.

Periodic tenders, sinking fund, optional or extraordinary call redemptions will be assessed an additional charge of $300 per event.

EXHIBIT "B"

Notice of Prior Redemption

NOTICE OF PRIOR REDEMPTION

City of Leander, Texas General Obligation and Refunding Bonds, Series 2007

NOTICE IS HEREBY GIVEN that the City of Leander, Texas has called for redemption a portion of its outstanding series of General Obligation and Refunding Bonds, Series 2007 described as follows:

CUSIP	Rate	Bonds Maturing	Outstanding Principal Amount	Principal Amount Refunded	Redemption Date
521838RD6	3.950%	08/15/2016	$1,015,000	$365,000	08/15/2013
521838RE4	4.000%	08/15/2017	$195,000	$195,000	08/15/2013
				$560,000	

Redemption will occur **August 15, 2013**, and interest thereon shall cease to accrue from and after said redemption date. The Bonds will be redeemed at par plus accrued interest.

The above described Bonds should be surrendered on the redemption date for payment of the redemption price of the principal amount thereof plus accrued interest at the following addresses:

First Class/Registered/Certified
Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
P.O. Box 396
East Syracuse, NY 13057

Express Delivery Only
Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
111 Sanders Creek Parkway
East Syracuse, NY 13057

By Hand Only
Bank of New York Mellon
Trust Company, N.A.
Global Corporate Trust
Corporate Trust Window
101 Barclay Street
1st Floor East
New York, NY 10286

IMPORTANT TAX NOTICE

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed Form W-9 or exemption certificate or equivalent when presenting your securities.

**Note: The Issuer and Trustee/Agent shall not be responsible for the selection or use of the CUSIP numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bond. They are included solely for the convenience of the holders.*

CITY OF LEANDER, TEXAS

AGENDA ITEM #15

Executive Summary

May 16, 2013

Council Agenda Subject: Consideration of Standard Professional Services Agreement and Task Oder HDR-2 with HDR Engineering, Inc., for professional services for Improvements of Old 2243 West from U.S. Hwy. 183 to Lakeline Boulevard

Background: Attached Exhibits A and B, which describe scope of services, potential additional services, and compensation, will be formatted into Task Order HDR-2, which will provide for professional services for the design, advertising, and bidding services for improvements of Old 2243 West from U.S. Hwy. 183 to Lakeline Boulevard Compensation for these basic services is a lump sum amount of $776,348.90. Compensation for Additional Services at the option of the City for NEPA compliance activities not to exceed $240,000.00; subsurface utilities location activities not to exceed $50,000.00; R.O.W. acquisition related activities not to exceed $88,400.00; and Phase One Environmental Assessment(s) for R.O.W. acquisition(s) not to exceed $30,000.00 are provided on a cost basis not to exceed a total of $408,000.00. At this time, the only Additional Services anticipated are R.O.W. acquisition related activities and subsurface utilities location activities. Staff recommends that Task Order HDR-2 include provisions for all of the aforementioned Addition Services. Leander's Standard Professional Services Agreement is also attached.

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

Financial Consideration: $1,184,748.90 from Reserve Funds (FY13 estimate $200,000). The City will have the option to reimburse its Reserve Funds for any engineering expenses with future bond proceeds if/when necessary.

Recommendation: Staff requests authorization of the City Manager to negotiate and execute the Standard Professional Services Agreement and Task Order HDR-2. Staff also requests approval for the City Manager to authorize the performance of any of the specified Additional Services as needed.

Attachments: Standard Professional Services Agreement, Exhibit A, Exhibit B, Proposed Geotechnical Services Subcontract, and Proposed Project Schedule

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

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Contract") between the City Of Leander ("OWNER") and ABC Engineers and Planners, Inc., ("Professional"), collectively referred to as the "Parties", is an agreement for the Professional to provide the OWNER with the professional services described in this Contract, for and in consideration of the payment terms and performance obligations herein described. The effective date of this Contract shall be the date set forth on the signature page.

Article 1. Work to be Provided

(a) Professional shall provide Work (the "Work") to OWNER under individual assignments. A general description of the Work required by this Contract includes water and wastewater utility engineering services, design and studies of hydrology and hydraulics, and design and studies of transportation infrastructure. OWNER will provide a written Task Order, including a written Statement of Work describing the tasks to be performed, to Professional for the particular Task and a specific price or a formula by which the price can be determined. No Work is authorized unless authorized representatives of both parties sign such a Task Order. This Contract does not guarantee a minimum amount Professional will be paid or a minimum number of Task Orders.

(b) Notwithstanding anything to the contrary contained in this Agreement, OWNER and Professional agree and acknowledge that OWNER is entering into this Agreement in reliance on Professional's special and unique abilities with respect to performing the Work, and Professional's special and unique abilities with respect to engineering services. The Professional accepts the relationship of trust and confidence established between it and the OWNER by this Agreement. Professional covenants with OWNER to use its best efforts, skill, judgment, and abilities to perform the Work and to further the interests of OWNER in accordance with OWNER's requirements and procedures, in accordance with the standards of Professional's profession or business. Professional represents that there are no undisclosed obligations, commitments, or impediments of any kind that will or could taint, limit or prevent performance of the Work.

(c) Changes In Scope of Work. OWNER may request additional Work or changes in the Work as the project progresses. If so, changes in the Scope of Work shall be initiated by a written change order signed by an authorized representative of each party. The change order shall describe the Work to be added, changed or deleted and shall state the additional cost or cost reduction and schedule changes, if any. Verbal change orders shall have no effect, except in cases of an emergency threatening personal injury or property damage. The terms and conditions of this Contract may be modified only by a writing signed by an authorized representative of each party.

Article 2. Contract Documents

(a) General Definition. The Contract Documents, in order of precedence consist of:

- All written Change Orders executed after the effective date of this Contract by an authorized representative of each Party;

- Each Task Order executed pursuant to this Contract by an authorized representative of both parties;
- The Statement of Work attached to each Task order;
- This Contract; and
- Any other documents specifically identified as Contract Documents in the General Conditions.

(b) Exclusion from Contract Documents. No term, condition, or provision of any Task Order or other document that conflicts with the terms and conditions contained in this Professional Services Contract will be considered part of the Contract Documents, or otherwise valid, unless expressly provided and accepted in writing by the OWNER.

Article 3. Term

This Contract is for a three (3) year period subject to extension as provided in this Article, but not to exceed a maximum five (5) year period. The primary term begins upon execution of this Contract by an authorized representative of the OWNER and expires in three years. OWNER shall thereafter have the option to extend the contract for up to, but not to exceed, two extended terms of one year each. Any extension by the OWNER shall be effective upon 30 days notice to Professional prior to the end of the then current term. The extension shall be deemed automatically accepted by Professional unless Professional refuses the extension by written notice to OWNER within ten (10) days after the Professional receives the notice of extension from the OWNER.

Article 4. Schedule

Time is an important element of the performance of this contract. Professional will put forth its best efforts to complete the Work in accordance with any deadlines to which the parties agree in any Task Order. Professional agrees to perform all obligations and render the Work set forth in this Contract or any Task Order issued pursuant hereto in accordance with the any timelines included in the Statement of Work, except as the Parties may hereafter mutually agree in writing otherwise. If required by the Statement of Work, a specific work progress schedule will be developed for each individual task in compliance with that Statement of Work.

Article 5. Price

The Price to be paid for Work under any Task Order shall be as agreed in a particular Task Order.

Article 6. Payment

(a) Anything in this agreement to the contrary notwithstanding, all payments to be made by the OWNER hereunder are subject to Ch. 2251 of the Texas Government Code, popularly known as the Prompt Payment Act. Payment in full for invoices shall be due within thirty (30) days from date the invoice is received by OWNER. Invoices paid more than thirty (30) days after the invoice is received are subject to a late charge of 1% per month (12% APR) on the amount of the undisputed past due balance.

(b) Invoices for payment under this Contract shall be sent to:

Wayne S. Watts, P.E.
Director of Public Works/City Engineer
City of Leander
P.O. Box 319
Leander, Texas 78646-0319

Payments may be based on completion of the Work, fulfillment of milestones, progress payments or any other method that is established in the agreed Statement of Work. In no event shall Professional invoice OWNER more than once monthly.

Article 7. Acceptance of the Work

When Professional can demonstrate that the Work is complete in accordance with the acceptance criteria included in the Statement of Work and so notifies OWNER, OWNER shall review the Work for general compliance with the Contract. If the Work appears to comply with the Contract requirements, and Professional has furnished all required documentation, OWNER shall notify Professional in writing of OWNER's Acceptance of the Work. Acceptance of the Work shall not limit nor diminish Professional's responsibilities, duties and warranties with respect to the Work. The Work shall be performed by the Professional in a manner consistent with good practices for the profession, and the standards and skills of the professionals practicing such profession in Travis County and Williamson County, Texas.

Article 8. Jobsite Inspection

If required by OWNER, Professional's representatives shall observe the jobsite and clearly understand the requirements and risks of the Work to be performed, the jobsite conditions, traffic conditions, the proximity of high-voltage power lines, utilities, and other local conditions likely to affect Professional's performance before accepting any Task Order. Acceptance of a Task Order shall constitute the Professional's certification that it has by observation satisfied itself with respect to all such local conditions and is willing to accept all risks they impose.

Article 9. Independent Contractor

(a) Professional shall perform in all respects as an independent contractor and not as an employee, partner, joint venture or agent of the OWNER. The Work to be performed by Professional shall be subject to the OWNER's review, approval and acceptance as provided in the Contract Documents, but the detailed manner and method of performance shall be under the control of Professional. The accuracy, completeness, and scheduling of the Work and the application of proper means and methods for performance of the Work are entirely the responsibility of Professional. Professional shall be solely responsible for hiring, supervising and paying its employees, subcontractors and suppliers. Professional shall be solely responsible for payment of all (i) compensation, including any employment

benefits, to its employees, (ii) taxes, including withholding for federal income tax purposes, employment and unemployment taxes, and (iii) such other expenses as may be owed to Professional's employees. However, because Professional's Work may be associated in the minds of the public with OWNER, Professional shall ensure that all Work by its employees, subcontractors and agents is performed in an orderly, responsible and courteous manner. Non-citizen workers shall be properly documented.

(b) Upon prior notification to and written approval of OWNER, Professional may hire subcontractors to perform work hereunder. Professional shall be responsible to OWNER for the performance of all such subcontractors. OWNER shall require any and all such subcontractors to sign agreements with Professional that bind the subcontractors to perform subcontracts in accordance with the Contract Documents. Upon the request of OWNER, Professional shall furnish OWNER with copies of such subcontracts. In addition, Professional agrees that it is Professional's responsibility to ensure that such subcontractors make all appropriate tax payments or tax withholding in relation to subcontractor's employees providing work to OWNER through Professional under this Contract. Professional represents that it and its subcontractors are fully trained to perform the tasks required by this Contract and that they need no training by the OWNER. Professional further understands and agrees that it will be responsible to OWNER for the quality and performance of any Work performed by any such subcontractor.

Article 10. Licenses and Permits

(a) Professional shall procure and maintain at its expense all licenses and permits necessary for it to perform the Work.

(b) Professional shall ensure that its subcontractors' and their employees are all properly licensed to perform their respective portions of the Work.

Article 11. Governing Laws, Regulations & Standards

(a) This Contract shall be governed, interpreted and enforced under the laws of the State of Texas, without regard to its conflict of law principles. In the event of litigation between the Parties arising out of this Contract issued under it, venue for such litigation shall be in a court of competent jurisdiction in Williamson County, Texas.

(b) Professional shall be aware of and shall comply with all non-conflicting Federal, State, and local laws, ordinances, codes (including applicable Professional codes) and regulations applicable to the Work, any equipment to be fabricated and delivered and for compliance with standards and codes of technical societies that have been adopted by law or regulation or compliance with which is required in the Contract Documents. If any of the Work fails to comply with such laws, ordinances, codes, and regulations, Professional shall bear any expense arising from that failure, including the costs to bring the Work into compliance.

(c) Without limiting the generality of the foregoing, during the performance of the Agreement, Professional agrees to comply with all applicable regulations of Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of

the Secretary of Labor as they may apply to Equal Employment Opportunity. Professional will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor pursuant thereto, and will permit access to its books, records, and accounts by the cognizant agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Article 12. Intoxicants & Drugs: Employee Conduct

OWNER shall not allow intoxicants or illegal drugs on its jobsite. Professional shall not at any time allow personnel for whom it is responsible on the jobsite if they are under the influence of any substance that may impair their performance. Professional shall promptly remove from the jobsite any person who is or appears to be under the influence of any of these substances or is otherwise unsafe or disorderly. Professional shall ensure that its employees, subcontractors and their employees avoid excessive noise, exceeding speed limits or reckless driving, use of weapons, or trespass on land not owned by or under easement to OWNER. If private property must be entered or crossed to perform the Work, Professional shall obtain permission from the property owner before entering.

Article 13. Risk of Loss

(a) Professional shall bear the expense and risk of loss or damage to work in progress, completed Work, materials, equipment, and all other incidents of the Work prior to Acceptance of the Work. Professional shall promptly replace or repair any loss or damage at its own expense. In the event of substantial loss or damage due to Force Majeure, the schedules shall be equitably extended. Professional shall bear the expense of storage space for stored materials, whether on-site or off-site, and shall bear the risk of loss or damage to all such materials. Professional shall take reasonable precautions to protect the materials from weather damage, burglary, pilferage and similar hazards.

(b) Professional shall bear the risk of loss or damage to its own equipment, tools, supplies and property and those of its subcontractors and suppliers, regardless of the cause of loss or damage throughout the project.

Article 14. Warranties and Representations

(a) **Warranty of Title.** Professional warrants the title to any goods it delivers to OWNER incidental to the performance of the Work and that said goods will be free and clear of all liens, mortgages, security interests or other encumbrances.

(b) **General Warranty of the Work.** Professional represents that all Work shall be performed in a Professional manner consistent with the industry standards and the standards of the profession of Professional. Professional shall correct, without delay and at its own expense, any portion of the Work that does not meet the foregoing warranty and is discovered within one year after Acceptance of the Work by re-performing that portion of the Work. Any repair, replacement, or modification of the Work performed pursuant to the provisions of this paragraph shall be supplied or repaired on the same terms and conditions as provided for herein for the Work.

(c) **Intellectual Property Representation.** Professional represents that the Work and the processes used in performing it shall not infringe on any valid United States patent, registered United States copyright, trademark or trade secret.

(d) **Business Standing Warranty.** Professional warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Professional has been duly authorized to act for and bind Professional; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Professional has been duly authorized to act for and bind Professional.

Article 15. General Indemnity

(a) Professional shall hold the OWNER and its councilmember's, officers, employees, agents and professionals harmless from all claims, damages, losses and expenses (jointly, "Claims"), including reasonable attorneys' fees, arising out of, or resulting from or arising under this Agreement, provided that any such liabilities, damage, loss, or expense is caused by the negligent, grossly negligent or intentional act or willful misconduct of Professional, anyone directly or indirectly employed by it, or anyone for whose acts it is legally liable.

(b) To the extent allowed by law, OWNER agrees to indemnify and hold harmless Professional, its directors, officers and employees, from and against any and all losses, claims, attorneys' fees and expenses arising from the negligent act or omission or willful misconduct of the OWNER related to this Contract which causes the death of, injury to or damage to the property of, any person.

(c) If the parties are concurrently negligent, each party's liability shall be limited to that portion of negligence attributable to it as determined under the applicable proportionate responsibility rules of the state of Texas.

(d) Anything to the contrary herein notwithstanding, neither party shall be liable to indemnify the other for the negligence, gross negligence or willful misconduct of the other.

(e) The foregoing indemnity provisions shall be deemed independent covenants and shall survive completion of or any termination of the Agreement or any claimed breach thereof. Professional's indemnity responsibility as specified in this clause shall not include special, incidental, punitive or consequential damages.

Article 16. Intellectual Property Indemnity

(a) Professional shall, at its own expense, defend all suits or proceedings instituted

against OWNER, its officers, agents, employees, or professionals based upon any claim that the Work, or any part thereof, or the process performed thereby constitutes an infringement of either any patent or copyright of the United States or of any trademark or trade secret protected by either federal or state law. Professional shall pay all awards of damages assessed which result from any such claim, suit, or proceeding and shall indemnify and save OWNER harmless against losses, expenses (including reasonable attorney's fees), and damages resulting from any such claim, suit, or proceeding, including obedience to resulting decrees and to resulting compromises for which Professional is legally liable.

(b) If, in any such suit, a restraining order or temporary injunction is granted, Professional shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of any such restraining order or temporary injunction. If, in any such suit, the Work or any part thereof or the process performed thereby is held to constitute an infringement and its use be permanently enjoined, Professional shall at once make every reasonable effort to secure for OWNER a license at Professional's expense authorizing the continued use of the alleged infringing portion of the Work. If Professional is unable to secure such license within a reasonable time, Professional shall, at its own expense and without impairing performance requirements, either provide non-infringing replacements or modify the Work to eliminate the infringement. In addition to indemnifying and saving OWNER harmless, Professional shall reimburse OWNER for any costs incurred as a result of the unavailability of the infringing item or its non-infringing replacement.

(c) Such indemnity shall not apply to infringement claims that are based upon patent, copyright, trademark, or trade secret violations where such information was supplied by OWNER or which were directed for use by OWNER.

Article 17. Indemnity Procedures

With respect to any claim for Indemnity, the following procedures shall apply:

(a) **Notice**. Promptly after receipt by any entity entitled to indemnification of notice of the commencement or threatened commencement of any civil, administrative, or investigative action or proceeding involving a claim in respect of which the indemnities shall seek indemnification, the indemnities shall notify the indemnitor of such claim in writing. No failure to so notify an indemnitor shall relieve the Indemnitor of its obligations under this Agreement except to the extent that it can demonstrate damages attributable to such failure. Within fifteen (15) days following receipt of written notice from the indemnitee relating to any claim, but no later than ten (10) days before the date on which any response to a complaint or summons is due, the indemnitor shall notify the indemnitee in writing if the indemnitor elects to assume control of the defense and settlement of that claim (a "Notice of Election"). It is specifically provided that any indemnitee may by separate legal counsel participate in any proceeding brought by a third party and raise defenses available to indemnities, without waiving or limiting the benefits of this article or any duty or responsibility of indemnitor; provided that such indemnitee shall not attempt to limit or waive any defenses raised by indemnitor.

(b) **Procedure for Notice of Election**. If the indemnitor delivers a Notice of Election relating to any claim within the required notice period, the indemnitor shall be entitled to have sole control over the defense and settlement of such claim; provided, however, that (i) the indemnities shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, and (ii) the indemnitor shall obtain the prior written approval of the indemnities before entering into any settlement of such claim or ceasing to defend against such claim. After the indemnitor has delivered a Notice of Election relating to any claim in accordance with the preceding paragraph, the indemnitor shall not be liable to the indemnities for any legal expenses incurred by such indemnities in connection with the defense of that claim. In addition, the indemnitor shall not be required to indemnify the indemnities for any amount paid or payable by such indemnities in the settlement of any claim for which the indemnitor has delivered a timely Notice of Election if such amount was agreed to without the written consent of the indemnitor.

(c) **Procedure Where No Notice of Election Is Delivered**. If the indemnitor does not deliver a Notice of Election relating to any claim within the required notice period, the indemnities shall have the right to defend the claim in such manner as it may deem appropriate. If the indemnitor fails to deliver a Notice of Election for any claim for which indemnitor is obligated to indemnify the indemnities pursuant to the terms of this Agreement, then the indemnitor will be solely responsible for any and all costs and expenses incurred by the indemnities in defending such claim and the indemnitor shall promptly reimburse the indemnities for all such costs and expenses.

Article 18. Insurance

Professional shall obtain and maintain the insurance coverage specified below on an occurrence-basis and shall provide to Owner an insurance certificate listing the coverage before starting work on any OWNER property. **THE COVERAGE SHALL NOT BE CONSTRUED AS ESTABLISHING OR LIMITING PROFESSIONAL'S LIABILITY UNDER THE INDEMNITY PROVISION.** OWNER shall be listed as an "additional insured" on all policies other than the Workers Compensation and Professional Liability policies. Professional for itself and its insurers hereby waive subrogation against OWNER, its affiliates, their Boards of Directors, Directors, officers, employees and agents. Professional's failure to maintain the required insurance coverage at any time during the contract period may be grounds for OWNER to suspend the Contract and withhold payment until insurance coverage is satisfactory.

	Type of Insurance	Minimum Coverage
(a)	Workers' Compensation	
	Coverage A -	statutory
	Coverage B -	$250,000 employer's liability
(b)	General Liability	
	Bodily Injury	$500,000 per person
	Bodily Injury	$1,000,000 per occurrence
	Property Damage	$1,000,000 per occurrence

(c) Automobile Liability
(including owned or leased vehicles and heavy equipment)

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

The automobile liability coverage shall apply to owned, non-owned, hired and leased vehicles. Before work begins, a certificate of all required insurance shall be filed with Project Manager of OWNER.

(d) Professional Liability $1,000,000 per occurrence

Article 19. Force Majeure

(a) The nonperformance or delayed performance by Professional or OWNER of any obligation under the Agreement shall be excused if such nonperformance or delay is caused by an event beyond the control of the affected party ("Force Majeure"), except to the extent that Professional knew of or should reasonably have been able to foresee such an event and failed to take reasonable measures to avoid the event. Items beyond the control of the parties include, but are not limited to: acts of war, acts of a public enemy; acts of domestic or foreign terrorism, natural disasters; strikes, epidemics or quarantine restrictions; riot, or sabotage; and acts of civil or military authority having jurisdiction.

(b) Upon occurrence of a Force Majeure, the date for performance of the Work shall be extended for a period equal to the time lost by reason of the delay, provided Professional or OWNER has taken reasonable steps to proceed with the performance of the Agreement and has made written notification of such delay and of any corrective action taken. Professional shall not be entitled to any increase in compensation by reason of Force Majuere.

(c) The following delays shall not constitute excusable delays in performance by Professional and shall not constitute a reason for extending the date for performance of the Work:

1. Delays by subcontractors or by suppliers for reasons other than Force Majeure;

2. Delays in approval of documentation because of inadequate performance or to unrealistic approval schedules;

3. Delays caused by Professional's lack of sufficient personnel with the necessary skills.

Article 20. General Safety, Environmental and Site Operations Requirements

(a) Safety. All parts of this Contract shall be performed in strict accordance with the safety requirements of applicable codes and statutes, federal, state, and local requirements, and the best industry practice. Professional is solely responsible in its procedures for the safety of its jobsite personnel, equipment, and properties involved in this project, including Professional's subcontractors. However, Professional is not responsible for jobsite safety of others, including Construction Contractor personnel or Construction Contractor means, methods, or procedures.

(b) Environmental. Professional is solely responsible for all costs incurred by OWNER for any spills or leaks caused by Professional or its subcontractors or sub consultants during performance of, or in connection with, the Work. Without limiting the foregoing sentence, Professional shall be responsible for all costs incurred to contain, remediate, and restore the site of the spill according to applicable state and federal laws and regulations, and if on OWNER's property, according to OWNER's requirements.

OWNER shall be responsible for all notifications required by and federal, state, or local law or regulation. Professional shall immediately notify OWNER with the nature and location of the spill. Professional shall provide a written report to OWNER whose representative shall identify the substance, quantity released, location of the spill, and perform clean up and remediation activities. If the spill occurs off OWNER's property, then the Professional shall also notify the OWNER of any agencies notified and the representatives of the agencies contacted. The report shall be a narrative that summarizes on-scene activity and remediation efforts. If long-term remediation will be required, it shall be noted in the report. The initial report shall be provided to OWNER within 24 hours after the incident. Follow-up reports shall be provided to OWNER weekly until remediation efforts have been completed and the spill has been properly remediated.

PROFESSIONAL SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY AND ALL LIABILITIES, INCLUDING, BUT NOT LIMITED TO, REMEDIATION COSTS, FINES, PENALTIES, COURT COSTS, AND ATTORNEY'S FEES RESULTING FROM SPILLS, RELEASES, IMPROPER HANDLING AND/OR DISPOSAL OF WASTES CAUSED BY PROFESSIONAL, ITS SUBCONTRACTORS, AND/OR SUBCONSULTANTS.

Article 21. Assignment

This Contract is to be considered a personal Work Contract. Professional may not assign this Contract without the consent of OWNER. Any permitted assignee must notify the OWNER in writing that it accepts the assignment on the same terms and conditions contained in this Contract. No permitted assignment shall limit Professional's responsibility for performance of this contract. Attempted assignment or delegation of this Contract, including obligations under it, without the written consent of OWNER shall be void, and not merely voidable.

Article 22. Termination for Convenience

(a) OWNER shall have the right to terminate this Contract for its convenience at any time. After receipt of the notice of termination, the Professional shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

1. Stop all ongoing Work.

2. Place no further subcontracts or orders for materials or Work.

3. Terminate all subcontracts.

4. Cancel all materials and equipment orders, as applicable.

5. Take any action that is necessary to protect and preserve all property related to this Contract that is in the possession of the Professional.

(b) In the event of a termination under paragraph (a) of this Article, OWNER shall pay equitable termination charges, for all billable time expended or portions of Work completed (as applicable) and materials purchased, and if the Work includes construction profit on completed portions, and out-of-pocket costs that have been reasonably incurred by Professional as a result of terminating this Contract. OWNER shall not be liable in connection with any termination under this Article for special, incidental, consequential, or punitive damages, or for loss of anticipated future work, anticipated profits, administrative costs or overhead on anticipated work, or other indirect costs.

Article 23. Termination for Cause

(a) The occurrence of any one or more of the following events will constitute an event of default:

(1) Professional's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers, suitable materials or equipment, or to adhere to project schedules as adjusted from time to time pursuant by the parties);

(2) Professional's disregard of applicable laws or regulations;

(3) Professional's disregard of the authority of OWNER's Representative;

(4) Professional's violation in any substantial way of any provisions of the Contract Documents;

(5) Failure of Professional to pay subcontractors and/or material suppliers; or

(6) Professional's violation of OWNER's ethics policy.

(b) If one or more of the events identified in paragraph (a) occur, OWNER may terminate this Agreement, if after giving Professional (and the surety, if any) seven (7) calendar days prior written notice, unless such event of default shall have been cured.

(c) If this Contract has been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against Professional or any surety then existing or which may thereafter accrue. No retention or payment of moneys due Professional by OWNER will release Professional from liability.

(d) In such a circumstance, OWNER shall notify Professional in writing of the termination, with copies of the notice to OWNER's jobsite personnel. Upon notice of termination, Professional and its subcontractors shall promptly stop the Work and allow OWNER to take possession of the jobsite including any equipment and materials identified to the project (whether stored on-site or off-site), after securing the jobsite from safety and environmental hazards.

Article 24. Suspension

(a) OWNER may, at any time and at its sole option, suspend all or any portions of the Work to be performed under this Agreement by providing ten (10) calendar days written notice to the Professional. Upon receipt of any such notice, Professional shall:

1. Immediately discontinue the Work on the date and to the extent specified in the notice.

2. Place no further orders or subcontracts for materials, Work, or facilities with respect to the suspended portion of the Work, other than to the extent necessary to protect any portion of the Work already performed.

3. Promptly make every reasonable effort to obtain suspension, upon terms satisfactory to OWNER, of all orders, subcontracts, and rental agreements to the extent that they relate to performance of the portion of Work suspended by the notice.

4. Continue to protect and maintain the portion of the Work already completed, including the portion of the Work suspended hereunder, unless otherwise specifically stated in the notice.

5. Continue to perform Professional's obligations for the portions of the Work not suspended.

(b) As full compensation for such suspension, Professional will be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs actually result from such suspension of Work.

1. A reasonable standby charge to be negotiated between OWNER and the Professional sufficient to compensate Professional for keeping (to the extent required in the notice) its organization and equipment committed to the Work in a standby status.
2. All reasonable costs associated with demobilization of Professional's facility, forces, and equipment.
3. A reasonable amount to be negotiated between OWNER and the Professional to reimburse the Professional for the cost of maintaining and protecting that portion of the Work upon which activities have been suspended.
4. All billable time reasonably extended or portions of Work completed (as applicable) prior to the suspension, materials purchased, and if the Work includes construction profit on completed portions, and out-of-pocket costs that have been reasonable incurred by Professional.

(c) Upon receipt of notice to restart the suspended portion of the Work, Professional shall immediately resume performance on the suspended portion of the Work to the extent required in the notice. Within 14 calendar days after receipt of notice to restart the suspended portion of the Work, the Professional shall submit a revised schedule for approval by OWNER. If, as a result of any suspension, the cost to Professional of subsequently performing the Work or the time required to do so is changed, a claim for an adjustment in the contract price may be made. Any claim on the part of Professional for change in price or extension of time shall be made in accordance with this Agreement.

Article 25. Dispute Resolution

The Parties agree that in the event of a dispute concerning the performance or non-performance of any obligations flowing from or as a result of this Contract and prior to the initiation of any litigation, the Parties will voluntarily submit the dispute to the Travis County Dispute Resolution Center for mediation as though it were referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. ANN., (Vernon's 1986). No record, statement, or declaration resulting from or in connection with such alternate dispute resolution procedure may be used in evidence in subsequent litigation except to demonstrate that this article has been complied with in good faith by a party. The use of such center shall not be or constitute a waiver of venue.

Article 26. Notices

All notices or other communications required under this Contract may be made either by personal delivery in writing or by certified mail, postage prepaid, return receipt requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth below or when mailed to the last address provided in writing to the other party by the addressee.

Article 27. Titles and Section Headings

The titles and section headings of this Contract are included for convenience only and shall not be deemed to constitute a part of this Contract.

Article 28. Interpretation and Reliance

While this Contract form was initiated by OWNER, Professional had the opportunity to take exception to and seek clarification of it. Thus, this Contract is the product of negotiations between the Parties. No presumption will apply in favor of any party in the interpretation of this Contract or in resolution of any ambiguity of any provision.

Article 29. Failure to Act

No action or failure to act by either party shall be a waiver of a right or duty afforded under the Contract, nor shall such action or failure to act constitute a breach of this Contract, except as specifically agreed to in writing.

Article 30. Contract Non-Exclusive

The Contract is not exclusive. Professional has the right to perform Work for others during the term of the Contract, and OWNER has the right to hire others to perform the same or similar tasks.

Article 31. Third Party Beneficiaries

There are no third party beneficiaries to this Contract and the provisions of this Contract shall not create any legal or equitable right, remedy or claim enforceable by any person, firm, or organization other than the Parties and their permitted successors and permitted assigns.

Article 32. Mitigation of Damages

In all cases the Party establishing or alleging a breach of contract or a right to be indemnified in accordance with this Contract shall be under a duty to take all necessary measures to mitigate the loss which has occurred, provided that it can do so without unreasonable inconvenience or cost.

Article 33. Severability

This Contract is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Contract if it can be given effect without the invalid parts.

Article 34. Integration & Contract Modification

This Contract contains the entire and integrated agreement between Professional and OWNER as to its subject matter and supersedes all prior negotiations, correspondence, understandings, representations and agreements, written or oral, related to it. In case of conflict between the terms and conditions of this Contract and those of any standard sales forms presented by Professional or such forms appearing in or referenced by Professional's bid or proposal, the terms and conditions of this Contract shall prevail. The terms and conditions of this Contract can be modified only by a writing signed by an authorized representative of both Professional and OWNER.

Executed to be effective as of the____ day of_____, 2004.

City of Leander:

By: _____

John Cowman, Mayor

ABC Engineers & Planners, Inc.:

By_____

Name: _____

Title: _____

HDR | ONE COMPANY *Many Solutions*℠

Transmittal

Attention: Wayne Watts, PE
City Engineer

Date: 5/02/13

Job No:

To: City of Leander
PO Box 319
Leander, TX 78646

Phone: (512) 528-2760

Regarding: Old FM 2243 - Scope of Services

We are sending you: ☒ **Attached** ☐ **Under separate cover via Courier the following items**

☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change Order ☐ Other

Copies	Date	No.	Description
1	05/02/13		Exhibits A-C

These are transmitted as checked below:

☐ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☒ As requested ☐ Returned for corrections ☐ Return _____ corrected prints
☐ For review/comment ☐ Other
☐ For bids due _____ ☐ Prints returned after loan to us

Remarks

Copy to

Signed Robert Leahey

If enclosures are not as noted, please notify us at once

Project Description: Prepare two PS&E packages for Old FM 2243 from Lakeline Blvd. to US 183

Project Length: 2.8 miles 14,800 LF

Preliminary Engineering

STORMWATER MANAGEMENT ANALYSIS	$	64,290.00
ENVIRONMENTAL STUDIES (NON-NEPA)	$	28,408.00
UTILITY COORDINATION	$	18,180.00
SURVEYING SERVICES	$	69,614.80
GEOTECHNICAL INVESTIGATION AND REPORT	$	22,637.50
RIGHT OF WAY EVALUATION	$	9,400.00
SUBTOTAL: Preliminary Engineering	**$**	**212,530.30**

Preparation of Plan Sepcifications and Estimate (PS&E) for Two Bid Packages

DRAINAGE & WATER QUALITY	$	121,800.00
ROADWAY DESIGN, COMPUTATIONS, PLAN PREPARATION, AND BIDDING DOCUMENTS	$	212,020.00
TRAFFIC DESIGN	$	96,670.00
PROJECT MANAGEMENT	$	112,158.60
BID PHASE SERVICES (TWO PACKAGES)	$	21,170.00
Subtotal Preparation of Plan Sepcifications and Estimate (PS&E) for Two Bid Packages	**$**	**563,818.60**

GRAND TOTAL LUMP SUM SERVICES **$776,348.90**

Allowances for Additional Services

Environmental and Route Studies to Comply with NEPA	$	240,000.00
Sue Survey	$	50,000.00
ROW Acquisition	$	88,400.00
Phase 1 ESA for ROW acquisition	$	30,000.00
Subtotal Allowances for Additional Services	**$**	**408,400.00**

TOTAL HDR LABOR FEE, SUBCONSULTANTS, AND EXPENSES **$ 1,184,748.90**

	Project Description: Prepare schematic design and two PS&E packages for Old FM 2243 from Lakeline Blvd. to US 183	Project Length: 2.8 miles 14,800 LF						Design Criteria: Major Arterial MAU-5 LANES (66 Ft LOG-LOG)							
TASK NO.	TASK DESCRIPTION	PROJ. MGR.	ENV. MGR.	SR. ENGR.	SR. ENV. SCIENTIST	JR. ENV. SCIENTIST	GIS TECH.	DESIGN ENGR.	EIT	UTILITY DESIGN COORD	CADD TECH.	ARCH/ HISTORIAN/ PI SPECIALIST	CULTURAL CREW CHIEF	CLERICAL/ STENO	TOTAL
COST COMPONENT, HOURS															
1A	STORMWATER MANAGEMENT ANALYSIS														
	Site visits/data collection			4				12	8						24
	Develop Exist Conditions Hydrology			8				16	50						74
	Evaluation of H&H Impacts to FEMA Floodplain			8				16	40						64
	Preliminary Drainage Area Maps			4				8	4		16				32
	Preliminary culvert and storm sewer layouts			8				16	24		20				68
	Preliminary detention and water quality facility layouts			12				24	16		40				92
	Prepare Preliminary Drainage Report			24			4	40	16					4	88
	Develop 30% cost estimates			4				12	24		4				44
	SUBTOTAL STORMWATER MANAGEMENT ANALYSIS	0	0	72	0	0	4	144	182	0	80	0	0	4	486
1B	ENVIRONMENTAL STUDIES (NON-NEPA)														
	Existing and Proposed Facility			2	4	8	12								26
	Natural Resources			2	4										6
	Cultural Resources (Antiquities)			2	4	8	6					100	24		144
	Land Use			2	4	2	4								12
	Hazardous Materials - Database Search			2	4										6
	Participate in 1 Public Meeting			8	8										16
	Team Coordination - City, TxDOT, Env team, project team			4	4	4									12
	Agency Coordination			4	4	8	4								20
	Document reviews -1 review cycle			2	4	4									10
	SUBTOTAL ENVIRONMENTAL STUDIES	0	0	28	40	34	26	0	0	0	0	100	24	0	252
1C	UTILITY COORDINATION														
	8.1 Identify Existing Utilities									24					24
	8.3 Send out a Notification Package to Utility Companies									12					12
	8.4 Prepare Utility Layout								4	12	40				56
	8.7 Resolve Conflicts:														
	8.72 Utility Coordination Meetings (Max of 8 mtg - 4 hrs/mtg)			8						32					40
	8.73 Determine reimbursement eligibility			4						8					12
	8.10 Utility Reimbursement Agreement			4											4
	8.11 Perform QA/QC (2 Reviews at 4 hrs/review)			8											8
	SUBTOTAL UTILITY COORDINATION	0	0	24	0	0	0	0	4	88	40	0	0	0	156
1D	SURVEYING SERVICES														
	Coordination with Surveying Subconsultant and review of deliverables	4		4				4			4				16
	SUBTOTAL SURVEYING SERVICES	4	0	4	0	0	0	4	0	0	4	0	0	0	16
1E	GEOTECHNICAL INVESTIGATION AND REPORT														
	Coordination with Geotechnical Subconsultant and review of deliverables			4				8			4				16
	SUBTOTAL GEOTECHNICAL INVESTIGATION AND REPORT	0	0	4	0	0	0	8	0	0	4	0	0	0	16
1F	RIGHT OF WAY EVALUATION														
	Determine ROW footprint & Easement Requirements incl. Water Quality Options	2		8				12			12				34
	Coordinate with ROW Acquisition Agent and Surveyor	2		8				12			8				30
	SUBTOTAL RIGHT OF WAY EVALUATION	4	0	16	0	0	0	24	0	0	20	0	0	0	64

	Project Description: Prepare schematic design and two PS&E packages for Old FM 2243 from Lakeline Blvd. to US 183	Project Length: 2.8 miles 14,800 LF						Design Criteria: Major Arterial MAU-5 LANES (66 Ft LOG-LOG)							
TASK NO.	TASK DESCRIPTION	PROJ. MGR.	ENV. MGR.	SR. ENGR.	SR. ENV. SCIENTIST	JR. ENV. SCIENTIST	GIS TECH.	DESIGN ENGR.	EIT	UTILITY DESIGN COORD	CADD TECH.	ARCH/ HISTORIAN/ PI SPECIALIST	CULTURAL CREW CHIEF	CLERICAL/ STENO	TOTAL
2A	DRAINAGE & WATER QUALITY														
	60% PS&E DESIGN PHASE														
	Update Hydrologic models			4				8	40						52
	Update Water Quality Analysis			4				8	40						52
	Storm sewer and culvert plan and profile design/sheets			6				16	20		96				138
	Detention pond design/sheets			6				16	20		96				138
	Water quality BMP design/sheets			6				16	20		56				98
	Hydrologic/hydraulic summary data sheets			4				8	16		8				36
	Drainage area maps			4				8	8		8				28
	Finalize Drainage Report			8				16	8					2	34
	Update cost estimates			4				12	8						24
	90% PS&E DESIGN PHASE														
	Finalize H&H models and water quality analysis			4				8	8						20
	Storm sewer and culvert plan and profile design/sheets			4				10	16		16				46
	Detention pond design/sheets			4				16	16		10				46
	Water quality BMP design/sheets			4				16	16		10				46
	Hydrologic/hydraulic summary data sheets			4				4	4		2				14
	Drainage area maps			4				4	4		2				14
	Update cost estimates			2				8	4		2				16
	FINAL DESIGN PHASE														
	Storm sewer and culvert plan and profile sheets			4				4	8		8				24
	Detention pond design/sheets			4				4	8		8				24
	Water quality BMP design/sheets			4				4	8		8				24
	Hydrologic/hydraulic summary data sheets			2				4			4				10
	Drainage Area Maps			2				2			4				8
	Update cost estimates			2				2	2		2				8
	CONSTRIBUTING ZONE PLAN PREPARATION AND SUBMITTAL TO TCEQ														
	Prepare Application and Attachments			4				20			20			10	54
	Prepare Notice of Intent (NOI)							1						1	2
	Submit Permit and address comments			4				20			10			10	44
	Note: Application fees for the TCEQ submittal are not included and shall be paid directly by the City.														
	SUBTOTAL DRAINAGE & WATER QUALITY	0	0	98	0	0	0	235	274	0	370	0	0	23	1000
2B & C	ROADWAY DESIGN, COMPUTATIONS, PLAN PREPARATION, AND BIDDING DOCUMENTS														
	Finalize Typical Sections & Pavement Sections	2		5				16			16				39
	General Notes	2		5							5				12
	Horizontal Alignment Data Sheets			5				10			10				25
	Removal Sheets			5				16	32		40				93
	Plan and Profile Sheets	4		32				56	80		120				292
	Traffic Control Plan	4		32				56	80		120				292
	SWPPP			6				12	24						42
	Roadway Design Cross Sections	2		16				80							98
	Retaining Walls			8				16	24		32				80
	Title Sheet, Index Sheet, Quantity Summary Sheets, Project Layout			5				16			40				61
	Intersection Details			10				16			40				66
	Driveway Details							8			20				28
	Engineer's Estimate (30%, 60%, 90%, and Final)	4		10				8							22
	Project Manual - Bidding Documents (2 - Bid Packages)	4		16				24						40	84
	TDLR Submittal (Application Fee to be paid by the City)							4						4	8
	Compile Standards			2							16				18
	SUBTOTAL ROADWAY DESIGN, COMPUTATIONS, PLAN PREPARATION, AND BIDDING DOCUMENTS	22	0	157	0	0	0	338	240	0	459	0	0	44	1260

	Project Description: Prepare schematic design and two PS&E packages for Old FM 2243 from Lakeline Blvd. to US 183	Project Length: 2.8 miles 14,800 LF						Design Criteria: Major Arterial MAU-5 LANES (66 Ft LOG-LOG)							
TASK NO.	TASK DESCRIPTION	PROJ. MGR.	ENV. MGR.	SR. ENGR.	SR. ENV. SCIENTIST	JR. ENV. SCIENTIST	GIS TECH.	DESIGN ENGR.	EIT	UTILITY DESIGN COORD	CADD TECH.	ARCH/ HISTORIAN/ PI SPECIALIST	CULTURAL CREW CHIEF	CLERICAL/ STENO	TOTAL
2D	TRAFFIC DESIGN														
	TRAFFIC ANALYSIS AND MODELING														
	Traffic Data Collection							2	2						4
	Obtain signal timing from City			4				4							8
	Develop forecasted volumes			2				4	6						12
	Existing conditions analysis	2		4				4	8						18
	Proposed conditions analysis (no-build & build conditions)	2		4				8	16						30
	SIGNING AND PAVEMENT MARKINGS														
	Prepare draft plans	2		4				16	20		40				82
	Estimate quantities			2				8	24						34
	Summarize sign details			2				8	8		4				22
	Submit draft plans			0							4				4
	Prepare final plans	2		4				8	8		20				42
	TRAFFIC SIGNAL MODIFICATIONS														
	Obtain existing signal plans			2											2
	Confirm pole locations in fld			10				10							20
	Draft Signal Plans (3 Ints)	2		12				32	32		72			4	154
	Final Plans (3 ints)	2		8				16	16		36			4	82
	ILLUMINATION DESIGN														
	Photometric Analysis			8				16			16				40
	Draft Set of Plans, including pole, conduit, conductor schedule	2		8				16	16		48				90
	Final Set of Plans, including pole, conduit, conductor schedule	2		8				16	12		16				54
	SUBTOTAL TRAFFIC DESIGN	16	0	82	0	0	0	168	168	0	256	0	0	8	698
2E	PROJECT MANAGEMENT														
	Kick-off Meeting	5		5				4							14
	Scheduling	5		10											15
	Progress Meetings with the City	80		120				80							280
	Progress Reports, Invoices and Billings	40												40	80
	Quality Assurance/Quality Control	40		80				40							160
	Project Closeout	10		10							20			10	50
	SUBTOTAL PROJECT MANAGEMENT	180	0	225	0	0	0	124	0	0	20	0	0	50	599
2F	BID PHASE SERVICES (TWO PACKAGES)														
	SUBMIT ADVERTISEMENT TO THE CITY			4											4
	DISTRIBUTE BIDDING DOCUMENTS TO BIDDERS & ANSWER QUESTIONS			40										40	80
	ATTEND PRE-BID MEETING	10		8											18
	PREPARE ADDENDA (AS NEEDED)			8										8	16
	TABULATE BIDS AND AWARD RECOMMENDATION	4		8										8	20
	SUBTOTAL BID PHASE SERVICES	14	0	68	0	0	0	0	0	0	0	0	0	56	138
	TOTAL HDR HOURS	240	0	706	40	34	26	901	686	88	1173	100	24	181	4199

	Project Description: Prepare schematic design and two PS&E packages for Old FM 2243 from Lakeline Blvd. to US 183	Project Length: 2.8 miles 14,800 LF						Design Criteria: Major Arterial MAU-5 LANES (66 Ft LOG-LOG)							
TASK NO.	TASK DESCRIPTION	PROJ. MGR.	ENV. MGR.	SR. ENGR.	SR. ENV. SCIENTIST	JR. ENV. SCIENTIST	GIS TECH.	DESIGN ENGR.	EIT	UTILITY DESIGN COORD	CADD TECH.	ARCH/ HISTORIAN/ PI SPECIALIST	CULTURAL CREW CHIEF	CLERICAL/ STENO	TOTAL
		HOURLY RATES INCLUDING OVERHEAD													
	COST COMPONENT, DOLLARS	$225.00	$210.00	$195.00	$145.00	$115.00	$125.00	$145.00	$115.00	$105.00	$95.00	$85.00	$62.00	$85.00	
1A	STORMWATER MANAGEMENT ANALYSIS	$0	$0	$14,040	$0	$0	$500	$20,880	$20,930	$0	$7,600	$0	$0	$340	$64,290
1B	ENVIRONMENTAL STUDIES (NON-NEPA)	$0	$0	$5,460	$5,800	$3,910	$3,250	$0	$0	$0	$0	$8,500	$1,488	$0	$28,408
1C	UTILITY COORDINATION	$0	$0	$4,680	$0	$0	$0	$0	$460	$9,240	$3,800	$0	$0	$0	$18,180
1D	SURVEYING SERVICES	$900	$0	$780	$0	$0	$0	$580	$0	$0	$380	$0	$0	$0	$2,640
1E	GEOTECHNICAL INVESTIGATION AND REPORT	$0	$0	$780	$0	$0	$0	$1,160	$0	$0	$380	$0	$0	$0	$2,320
1F	RIGHT OF WAY EVALUATION	$900	$0	$3,120	$0	$0	$0	$3,480	$0	$0	$1,900	$0	$0	$0	$9,400
2A	DRAINAGE & WATER QUALITY	$0	$0	$19,110	$0	$0	$0	$34,075	$31,510	$0	$35,150	$0	$0	$1,955	$121,800
2B/C	ROADWAY DESIGN, COMPUTATIONS, PLAN PREPARATION, AND BIDDING DOCUMENTS	$4,950	$0	$30,615	$0	$0	$0	$49,010	$27,600	$0	$43,605	$0	$0	$3,740	$159,520
2D	TRAFFIC DESIGN	$3,600	$0	$15,990	$0	$0	$0	$24,360	$19,320	$0	$24,320	$0	$0	$680	$88,270
2E	PROJECT MANAGEMENT	$40,500	$0	$43,875	$0	$0	$0	$17,980	$0	$0	$1,900	$0	$0	$4,250	$108,505
2F	BID PHASE SERVICES (TWO PACKAGES)	$3,150	$0	$13,260	$0	$0	$0	$0	$0	$0	$0	$0	$0	$4,760	$21,170
	TOTAL HDR LABOR FEE	$54,000	$0	$151,710	$5,800	$3,910	$3,750	$151,525	$99,820	$9,240	$119,035	$8,500	$1,488	$15,725	$624,503
	COST COMPONENT SUBCONSULTANTS														
SUB	INLAND GEODETICS, LP	*See attached scope and fee for design survey*													$66,975
SUB	TERRACON	*See attached scope and fee*													$20,318
SUB	GRAM	*Traffic Counts*													$8,400
SUB	LUCK DESIGN TEAM (NICHOLSON INNOVATIONS)	*Landscape & Irrigation*													$52,500
	SUBTOTAL SUBCONSULTANTS														$148,192
SUB	ALLOWANCE FOR SUE	*Level D and B SUE AS REQUIRED TO BE BILLED AT ACTUAL COST*													$50,000
HDR	ALLOWANCE FOR PHASE 1 ESA	*If ROW is acquired*													$30,000
SUB	INLAND GEODETICS, LP	*INCLUDES ESTIMATION FOR 18 PARCELS AND 5 EASEMENTS; ADD'L PARCELS ARE ESTIMATED TO BE $4,100 FOR ROW & $2,600 PER ESMT*													$88,400
HDR	ALLOWANCE FOR ROUTE AND ENVIRONMENTAL STUDIES	*NEPA Action to Qualify for Federal Funding*													$240,000
	SUBTOTAL ALLOWANCES														$408,400
	SUBTOTAL SUBCONSULTANTS AND ALLOWANCES														$556,592
	COST COMPONENT DIRECT EXPENSES														
EXP	MILEAGE	$0.56	MILE		960										$538
EXP	COPIES	$0.25	EA		2912										$728
EXP	MYLARS	$2.00	EA		478										$956
EXP	OVERNIGHT DELIVERIES	$25.00	EA		5										$125
EXP	FIELD SUPPLIES, RENTAL EQUIPMENT	$807.00	DAY		1										$807
EXP	HAZARDOUS MATERIALS DATABASE SEARCH	$500.00	EA		1										$500
	TOTAL DIRECT EXPENSES														$3,654
	TOTAL HDR LABOR FEE, SUBCONSULTANTS, AND EXPENSES														$1,184,749

OLD FM 2243 PS&E SCOPE AND FEE DEVELOPMENT
LIMITS: 1,000 LF WEST OF FUTURE LAKELINE BLVD. TO US 183
SHEET COUNT ESTIMATE

DESCRIPTION	NO. SHEETS	
	PHASE 1	PHASE 2
TITLE	1	1
INDEX	1	1
GENERAL NOTES	3	3
SUMMARY SHEETS	4	4
SUMMARY OF SMALL SIGNS	1	1
PROJECT LAYOUT	2	2
TYPICAL SECTIONS	3	3
TCP ADVANCE WARNING	1	1
TCP SEQUENCE OF CONSTRUCTION	1	1
TCP PHASE 1	10	10
TCP PHASE 2	10	10
TCP PHASE 3	10	10
TCP CROSS STREETS AND DETAILS	4	4
HORIZONTAL ALIGNMENT DATA	3	3
REMOVAL PLAN	13	13
OLD 2243 P & P	13	13
CROSS STREET P & P	4	4
INTERSECTION GRADING DETAILS	4	4
DRIVEWAY DETAILS & TABULATION	4	4
OFF-SITE DRAINAGE AREA MAPS	6	6
ON-SITE DRAINAGE AREA MAPS	13	13
CROSS-CULVERT LAYOUTS	4	4
H & H DATA SHEETS	4	4
STORM SEWER P & P	13	13
LATERAL PROFILES	6	6
DETENTION POND LAYOUT & DETAILS	4	4
WATER QUALITY POND LAYOUT & DETAILS	4	4
DRAINAGE DETAILS	4	4
BORING LOG SHEETS	4	4
SW3P	1	1
TEMP & PERM EROSION CONTROL	13	13
SIGNING AND PAV'T MARKINGS LAYOUT	13	13
SUBTOTAL PLAN SHEETS	**181**	**181**
BC, TCP, WZ STANDARDS	20	20
ROADWAY STANDARDS	10	10
DRAINAGE STANDARDS	10	10
EROSION CONTROL STANDARDS	3	3
SIGNING AND PAV'T MARKING STANDARDS	15	15
SUBTOTAL STANDARDS	**58**	**58**
TOTAL SHEET COUNT	**239**	**239**

NOTES:
ASSUME P & P SHEETS AT 1" = 50'
PROJECT LENGTH = 14,800 LF ALONG RM 2243
DIVIDE PSE PACKAGES INTO PHASE 1 AND PHASE 2 (ROUGHLY IN HALF)

EXHIBIT A

CITY OF LEANDER
OLD FM 2243

OLD FM 2243 - DESIGN SERVICES
(US 183 TO LAKELINE BLVD.)

SERVICES TO BE PROVIDED BY THE ENGINEER

GENERAL PROJECT OVERVIEW

The scope of services for this project shall include consideration of alignment alternatives, stormwater management alternatives, schematic development, environmental assessment, and the preparation of project plans, specifications and estimates (2 bid packages) and related professional services for the City to construct improvements to Old FM 2243 from US 183 intersection to Lakeline Blvd. intersection. Proposed project improvements will be based upon the preferred alignment obtained from the alternatives analysis.

The project will be developed in English units on 11"x 17" sheet format. The roadway design shall use Microstation V8i and Geopak Software.

1) PRELIMINARY ENGINEERING

A) STORMWATER MANAGEMENT ANALYSIS

i) Conduct site visits/data collection

ii) Develop Exist Conditions Hydrology

iii) Evaluate hydrologic and hydraulic impacts to FEMA floodplain

iv) Prepare Preliminary Drainage Area Map

v) Prepare Preliminary culvert and storm sewer layout(s)

vi) Prepare Preliminary detention and water quality facility layout(s)

vii) Prepare Preliminary Drainage Report

VIII) Develop 30% cost estimates

B) ENVIRONMENTAL STUDIES

i) Introduction – Discussion of project background, previous projects adjacent to logical termini to include limits, length and the location of logical termini.

ii) Existing Facility – Description of the pavement widths: overall pavement, travel lane, shoulders, turn-lanes, existing right-of-way, etc. as well as the inclusion of detail on cross-drainage structures, intersections etc. The document will specifically address whether or not there are bridge class culverts within the Project limits.

iii) Natural Resources - Identify and characterize vegetation types and provide vegetation and habitat descriptions. Prepare a Contributing Zone Plan for TCEQ.

iv) Cultural Resources (Antiquities) - conducting an inventory to determine the presence/absence of archeological/historical resources - the State of Texas requires compliance with Chapter 191 of the Texas Antiquities Code. Conduct a preliminary records search of the Texas Historical Commission's (THC) Archeological Sites Atlas (Atlas), Historical Sites Atlas, and Texas General Land Office (GLO) records to ascertain the presence or absence of cultural resources within the.

v) Land Use - perform an analysis of land uses in and adjacent to the Project site.

C) UTILITY COORDINATION

i) Identify Existing Utilities

ii) Send out a Notification Package to Utility Companies

iii) Prepare Utility Layout

iv) Evaluate Alternatives/Attend Utility Coordination Meetings/Set reimbursement eligibility:

D) SURVEYING SERVICES

i) Establish primary and secondary control

ii) Determine apparent ROW

iii) Topographic and Improvement Survey

iv) Baseline Control

v) Establish the proposed centerline based on the final horizontal alignment.

E) GEOTECHNICAL INVESTIGATION AND REPORT

i) See attached.

F) RIGHT OF WAY

i) Right of Way Exhibit

The Engineer shall prepare a preliminary ROW exhibit for approval by the City to delineate those ROW parcels that should be acquired to construct the project. The Engineer shall prepare a preliminary list of parcels and square footage to be acquired.

ii) Potential Retaining Wall Locations

The proposed ROW footprint shall be evaluated using the roadway design cross-sections. The Engineer shall evaluate options for minimizing ROW acquisition, for example determining proposed retaining wall locations, and make recommendations to the City.

iii) Surveying Services

Other ROW related services are as described in the attached scope of work.

iv) ROW Acquisition Services

ROW acquisition services are not included in this scope of services, but can be provided under an additional Task Order if necessary.

2) PREPARATION OF PLANS, SPECIFICATION AND ESTIMATE (PS&E) FOR TWO BID PACKAGES

A) DRAINAGE & WATER QUALITY

i) Description of Work - include in the overall Project a drainage analysis and design of cross-drainage culverts and internal drainage systems, including open channels, culverts, inlets, and underground storm drain systems, and stormwater detention and water quality measures. Perform a preliminary stormwater management alternatives analysis. Perform hydrologic and hydraulic ("H&H") analysis and design necessary to prepare project PS&E.

ii) References - unless otherwise specified, the City and the Engineer agree that the current City of Austin Drainage Criteria Manual ("DCM") will serve as the basis for the drainage policy, procedures, guidelines, report and plan sheet documentation required for this Project.

iii) Drainage Coordination - coordinate drainage issues with the City by submission in writing to the City Engineer for requests for clarification of Project drainage requirements, interpretation of the DCM, or requests for changes in design direction, or for other issues involving the engineering work for the drainage design of this project.

iv) Definitions

(1) Hydrologic Impacts: Increases in peak flow rates for the 2-, 10-, 25-, and 100-year design storm events outside of the City's ROW.

(2) Hydraulic Impacts: Increases in water surface elevations and/or changes in flow velocity for specific design storm events outside of the City's ROW.

v) Storm Drain Design - Upon selection of stormwater management alternative, design of both open channels (ditches) and enclosed storm drains in accordance with DCM requirements. Provide drainage design details for "non-standard" drainage structures in instances where City or TxDOT standard details cannot be utilized.

vi) Stormwater Detention and Water Quality Bmp Design - Upon selection of preferred stormwater management alternatives, finalize hydrologic and hydraulic analyses and develop final design of stormwater detention and water quality controls in accordance with DCM and TCEQ requirements.

vii) FEMA Coordination – Acquire the effective FEMA hydraulic and hydrologic models of the South Fork to Brushy Creek and evaluate the hydraulic and hydrologic impacts of the proposed project to the FEMA-regulated 100-year floodplain along the project limits, with the downstream limit of the study being US 183. No FEMA coordination or letters of map changes (LOMC) are anticipated on this Project. If a FEMA LOMC becomes necessary, the Engineer can provide this service as an additional Task Order.

viii) Temporary Drainage Facilities - develop temporary drainage facilities plans necessary to allow staged construction of the Project. Design required temporary drainage structures as needed for a 5-year frequency event, and include structure size, flow line elevations and approximate structure location in the plan sheets. Evaluate temporary drainage ditches between temporary drainage structures and outfall locations and designate a typical ditch section in the plans along with plan notes for the construction contractor to maintain positive drainage for these temporary ditches.

B) STORM WATER POLLUTION PREVENTION PLAN (SW3P)

i) Both the City and the Engineer understand that temporary storm water management devices will be necessary to minimize the sediment runoff during construction of this Project. The Engineer will develop a temporary erosion and sediment control plan for the length of the Project that complements the design and construction phasing of the Project, and will include notes that indicate that the construction contractor is responsible for detailed sequencing of the devices.

ii) Permanent erosion control measures will be included on the above referenced erosion and sediment control plans as needed to achieve a stable site and attain full erosion protection of the ground surfaces. The Engineer will utilize appropriate regional seeding mixes and follow vegetation establishment techniques for this requirement.

iii) Prepare SW3P documents in accordance with TCEQ Texas Pollution Discharge Elimination System ("TPDES") requirements.

Deliverables:

1) 30% Submittal:

a) Preliminary Drainage Report.
b) Preliminary Drainage Area Maps.
c) Preliminary Storm Drain Plan and Culvert Layout Sheets.

2) 60% Submittal:
   a) Storm Drain Plan and Profiles and updated Culvert Layout Sheets.
   b) Drainage Details.
   c) Updated Drainage Area Maps.
   d) Updated Drainage Report (as necessary).
3) 90% Submittal:
   a) Final Drainage Report.
   b) Final Drainage Sheets.
   c) Storm Water Pollution Prevention Plan including details and pay quantities.

c) ROADWAY DESIGN, COMPUTATIONS, PLAN PREPARATION, AND BIDDING DOCUMENTS

i) Develop typical sections based on the approved design criteria, and pavement design
ii) Prepare horizontal alignment data sheets
iii) Prepare removal sheets including locations, type, and estimated quantities
iv) Prepare plan and profile sheets for Old FM 2243, intersecting sheets and driveways
v) Develop a traffic control plan including a sequence of construction for maintenance of traffic during the phases of construction
vi) Develop roadway design cross sections at 50-foot intervals and produce on 11"x17" sheets
vii) Prepare additional sheets as necessary including title sheet, index sheet, quantity summary sheets, project layout, intersection details, and miscellaneous construction details
viii) Compile standards as needed for the proposed construction elements and include in the plan set
ix) Prepare the Engineer's Estimate of Probable Construction Cost at the intermediate and final design levels including estimated quantities and unit prices.
x) Prepare the Project Manual to include bidding documents and construction specifications
xi) Submit the construction drawings to TDLR. Application fees shall be paid by the City.

d) TRAFFIC ENGINEERING

i) Traffic Analysis and Modeling

(1) Traffic analysis and modeling will be completed to identify the impacts of proposed roadway widening on Old FM 2243 between US 183 and future Lakeline Boulevard.
(2) Conduct a field review of the existing roadways, within the study area limits, to note and verify lane configurations, speeds, roadway geometrics and observe existing traffic operations on the study area network to note operational problems and existing traffic patterns.
(3) Conduct peak hour traffic data collection to consist of peak hour and daily traffic volumes to document existing traffic demand and patterns in the area immediately impacted by the project.
(4) Obtain existing traffic signal timing and phasing information from the CITY.
(5) Utilizing available traffic projection information; develop existing (2013), forecasted no-build (2023), and forecasted build (2023) traffic volume forecasts for intersections as required. Review traffic forecasts with the CITY to obtain feedback and approval.
(6) Using existing geometric and traffic volume information, code the peak hour SYNCHRO models to reflect transportation network configurations for existing (2013) traffic conditions. Evaluate existing level of service (LOS) at study intersections
(7) Develop proposed SYNCHRO traffic model and code forecasted AM and PM peak hour volumes to reflect proposed roadway widening and intersection modifications. Two (2) scenarios shall be modeled as listed below for design year (2023) traffic volume conditions: No build condition (Year 2023); Build out condition (Year 2023)

ii) Signing and pavement Markings

(1) Prepare draft signing and pavement marking plans along FM 2243 between US 183 and future Lakeline Boulevard.
(2) Estimate pavement marking and signing quantities.
(3) Summarize and tabulate sign design details.
(4) Submit draft set of plans to City for review.
(5) Prepare final set of plans, which incorporate previous comments and submit to City.

iii) Signal Design

(1) Signal design plans/modifications will be completed for the intersections of :
    - FM 2243 and US 183, (existing intersection)
    - FM 2243 and Bagdad Road (existing intersection)
    - FM 2243 and future Lakeline Boulevard (future intersection)
(2) Conduct a field review of the existing intersections to note and verify existing traffic signal equipment, existing intersection geometrics, physical constraints, power connection, utility placement, and any other details necessary for signal plan preparation.

(3) Meet with the CITY to discuss signal design requirements specific to this project. One (1) meeting is assumed for budget purposes.
(4) Obtain existing signal plans, if available, for both the intersections. This information will be provided by the CITY.
(5) Coordinate with Texas One Call System and CITY to locate utilities in the field.
(6) Attend meeting in the field with CITY to locate and confirm locations of proposed controller and signal poles.
(7) Prepare draft sets of plans and quantity estimates for the three intersections. Draft plans will include complete traffic signal plan sets for the intersection, including pavement markings, signage, signal phasing, conductor conduit schedules, elevation sheets, vehicle detection, foundation details, quantities, and communication equipment details necessary to facilitate traffic signal operations.
(8) Prepare final set of plans, which incorporate previous comments and submit to CITY.

iv) Illumination Design

(1) Illumination design will be completed on Old FM 2243 between US 183 and future Lakeline Boulevard.
(2) Coordinate with Texas One Call System and CITY to locate utilities in the field.
(3) Conduct a field review to note and verify physical constraints, power connection, utility placement, and any other details necessary for illumination plan preparation.
(4) Attend meeting in the field with CITY and utility company to identify power source for illumination. One (1) meeting has been assumed.
(5) Perform photometric analysis using VISUAL software to identify pole locations and fixture types to maintain adequate light levels along the entire corridor.
(6) Prepare draft set of illumination plans and quantity estimates. Draft plans will include complete illumination layout sheets, new pole schedule, conduit and conductor schedule and voltage drop calculations. It should be noted that the illumination plans will be prepared in accordance with TxDOT standards (if City standards are not available).
(7) Prepare final set of plans, which incorporate previous comments and submit to CITY.

e) PROJECT MANAGEMENT

Kick-Off Meeting - Discuss development of project criteria, available project information, including existing and proposed utilities and general process discussions. The Engineer's Project Manager as well as other appropriate key personnel will participate in the Kick-Off Meeting. The project design schedule, communication protocols, and other project related processes will also be discussed at this time.

Scheduling - The Engineer will develop a project design schedule indicating tasks, subtasks, critical dates, milestone events, deliverables, and review requirements. Progress will be reviewed monthly, and should these reviews indicate a substantial change in progress, the schedule will then be revised subject to the review and approval by the City.

Coordination with Williamson County - The Engineer will coordinate project development with Williamson County as deemed necessary by the City due to funding agreements or review of deliverables.

Progress Reports, Invoices and Billings - The Engineer will review the design schedule and prepare monthly progress reports for review by the City over the length of the contract period. Invoices for work completed during the period will be submitted monthly from the Engineer.

Quality Assurance/Quality Control - Perform quality assurance/quality control throughout each phase of the project design to include a documented review of reports, studies, exhibits, plans, bidding documents and other deliverables prior to release for review or construction.

Release of Information - The Engineer will not release any project information, unless specifically authorized by the City. The release of project related information or Public Information activities will be by the City only.

Close-Out - Upon project completion, the Engineer will submit electronic project files to the City. The Engineer will retain copies of the transmitted materials for two years after delivery of originals/CD's to the City.

f) BID PHASE SERVICES

i) Prepare and submit newspaper advertisement to the City

ii) Distribute bidding documents (two separate packages) to bidders and maintain a bidders list

iii) Attend the pre-bid meeting (2 ea)

iv) Prepare addenda (if needed)

v) Tabulate bids and award recommendation

ADDITIONAL SERVICES

The following professional services are not included in this scope of services, but can be provided by HDR Engineering, Inc. or its subconsultants under a separate Task Order if they are deemed necessary.

- Subsurface utility engineering (SUE) services
- Construction Engineering and Inspection services
- ROW acquisition services
- ROW acquisition documents
- NEPA compliant route design and environmental studies
- Public Information/Outreach efforts
- FEMA CLOMR/LOMR application preparation and processing

Each material change (addition or reduction in scope) in the services to be provided by the Engineer must be authorized by the City prior to commencing with the additional work.

3) ALLOWANCES FOR ADDITIONAL SERVICES

The following services will be considered additional services and will be billed at an at cost basis as the projected requires and are given as allowances based on estimates made at this time based on the assumptions given below. Once the full extent of the work required for this scope of services have been determined, the ENGINEER will provided revised scope of services and fees to the CITY.

ROW Documents:

Once the existing and proposed ROW has been determined and approved by the City, the Engineer shall prepare acquisition documents (metes and bounds and exhibit drawings) for the City to use in acquisition. For this scope of services it has been assumed that there will be 18 parcels and 5 easements that will be required to be acquired for this project. The fee allowance contain herein is based on the following costs.

$4,300/ parcel Description

$2,200/ easement description

$30,000 Phase 1 ESA

SUE Survey:

There are several utilities located along the project that may require additional SUE survey for proper verification and location. These utilities include City water and waste water lines along the project as well as several gas line crossings. These services will be billed at an at cost basis up to the allowance of $50,000.

NEPA Compliant Route and Environmental Studies:

The City may elect to seek environmental permits for the Project to qualify for federal funding. This includes alternatives analysis, public involvement and determination of environmental impacts. Services will be billed on a lump sum amount not to exceed $240,000.

February 12, 2013

Terracon

HDR Engineering, Inc.
810 Hesters Crossing, Suite 120
Round Rock, Texas 78681

Attn: Mr. Philip Fulton, P.E.
Phone: (512) 685 2932
Email: philip.fulton@hdrinc.com

Re: Proposal for Geotechnical Engineering Services
Old FM 2243 Roadway Reconstruction
Between Old Highway 183 & Apple Springs Drive
Leander, Texas
Terracon Proposal No. P96130170

Dear Mr. Fulton:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide geotechnical engineering services for the above referenced project. We understand that the City of Leander has selected HDR Engineering as prime consultant for this project and that Terracon will perform geotechnical engineering services as subconsultant to HDR Engineering, Inc.

The purpose of this study will be to evaluate geotechnical conditions at the site and to develop geotechnical parameters, which will assist in the design and construction of the proposed roadway along the project roadway alignment.

This proposal outlines our understanding of the project and scope of services and provides a lump sum fee for our services.

1.0 PROJECT INFORMATION

1.1 Site Location

ITEM	DESCRIPTION
Location	The project roadway alignment traverses approximately 2.8 miles and is the portion of Old FM 2243 between Highway 183 on the east and Apple Springs Drive on the west in Leander, Texas.
Existing Condition	The roadway alignment is currently a 5-lane undivided asphalt paved roadway.

1.2 Project Description

ITEM	DESCRIPTION
Proposed Improvements	The project will include removing the existing roadway pavements and construction of new pavements to serve as a Major Arterial Undivided 5-lane roadway. The new pavement section will be designed per City of Austin (COA) pavement design guidelines. No bridges, culverts or retaining walls are planned along the project roadway section.
Grading	Horizontal and vertical alignment along the project roadway section is expected to remain the same; hence no cuts or fills are anticipated.
Cut and fill slopes	Not anticipated.
Free-standing retaining walls	None planned.

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this proposal.

2.0 SCOPE OF SERVICES

The services to be provided by Terracon are summarized in the following paragraphs.

2.1 Field Program

Based on the proposed construction and our familiarity with the subsurface conditions in the area, we propose to perform borings as follows:

Twenty nine (29) test borings to a depth of 10 feet each, spread along the proposed roadway alignment alternating between eastbound and westbound lanes at approximately 500-foot spacing.

The layout of the borings will be approximated based on plans provided to us by the Client. We plan to contact the Texas One-Call system to locate underground utilities within public right-of-ways and easements at the site. This proposal does not include services associated with the location of underground utilities on private property. Because the drilling operations will be conducted on private property, we must rely on the Client to notify us of any utilities located on private property. We cannot be responsible for damage to private utilities, which are not made aware to us.

The drilling services for this project will be performed by a drilling subcontractor under Terracon's direction. Our fee is based on the site being accessible to our conventional two-wheel drive truck-mounted drilling equipment during normal business hours (09:00 AM through 04:00 PM on weekdays). Additional costs may result if this is not the case. During our drilling

operations, vehicle and pedestrian access to those areas (about 30 feet by 30 feet square area) around the boring will be restricted. If there are any restrictions or special requirements regarding this site or exploration, these should be known prior to commencing field work.

Terracon plans to subcontract traffic control services to N-Line Traffic Maintenance to allow for drilling along the roadway with standard truck-mounted equipment.

Boring depths will be measured from existing grades at the time of drilling. Sampling will be in general accordance with industry standard procedures wherein Shelby tube samples or split-barrel (Standard Penetration Test) samples are obtained. We have been requested to omit Texas Cone Penetrometer (TCP) tests from our scope. If in soil or weathered bedrock, 4 to 5 samples will be obtained within the planned 10 feet depth of each boring. Coring of bedrock (if encountered) will not be performed.

In addition, we will observe and record groundwater levels during and after drilling. Once the samples have been collected and classified in the field, they will be placed in appropriate sample containers for transport to our laboratory.

Terracon will take reasonable efforts to reduce damage to the property, such as rutting of the ground surface. However, it should also be understood that in the normal course of our work some such disturbance could occur. We have not budgeted to restore the site beyond backfilling our boreholes. Because backfill material often settles below the surface after a period of time, we recommend the boreholes be checked periodically and backfilled if necessary. We could provide this service at your request, but this would involve additional costs for supplemental site visits.

Our scope and fees do not include services associated with site clearing, wet/soft ground conditions (the use of ATV or track-mounted equipment), tree or shrub clearing, repair/replacement of existing landscape, or location of underground utilities beyond contacting the Texas One-Call (or DigTESS) locate service, which only mark utilities in public easements and right-of-ways. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and fee, if necessary.

For safety purposes, all borings will be backfilled immediately after their completion with soil auger cuttings. The surface of the boreholes will be capped with either cold-patch asphalt or concrete. Excess auger cuttings will be disposed-off in grass/vacant areas off the roadway shoulder.

2.2 Conditions/Items to be provided by Client

Items to be provided by the client include a site plan with an engineered bar scale illustrating existing features and proposed improvements, the right-of-entry to the property conduct the exploration and an awareness and/or location of any private subsurface utilities existing in the

area. We will contact the Texas One Call Service (or DigTESS) for location of utilities in public easements and right-of-ways. Location of private lines on the property is not part of the Terracon scope. All private lines should be marked by others prior to commencement of drilling.

2.3 Laboratory Testing

The samples will be tested in our laboratory to determine physical engineering characteristics. Testing will be performed under the direction of a geotechnical engineer and will include visual classification, moisture content, dry density, grain size analyses, Atterberg limit, and strength tests (unconfined compression), as appropriate.

2.4 Engineering Analysis and Report

The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared that details the results of the testing performed, provides logs of the borings, and a diagram of the site/boring layout. The report will include the following:

- Computerized boring logs (in TxDOT's Wincore format, as requested) with subsurface stratigraphy based on visual classification.
- Summarized laboratory data.
- Groundwater levels, if observed, during and at completion of drilling.
- Boring location plan.
- Subsurface exploration procedures.
- Encountered subsurface conditions.
- Pavement thickness design guidelines as per COA guidelines (Traffic loading information should be provided to Terracon prior to issuance of geotechnical report, if available).
- Subgrade preparation/ earthwork recommendations.

Schedule - We can generally begin the field exploration program within about one week after receipt of our signed Agreement for Services, if site and weather conditions permit. We estimate the final geotechnical report can be completed within about 2 to 3 weeks after the soil borings are completed (about 4 ½ to 5 weeks after written project authorization).

In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements after we have completed our field and laboratory programs.

3.0 COMPENSATION

For the scope of geotechnical services outlined in this proposal that includes drilling, traffic control along roadway during drilling, laboratory testing and preparation of a geotechnical engineering report, the lump sum total fee would be **$19,350**. Unless instructed otherwise, the

invoice will be sent to your attention at the above address. If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.

We are available to review earthwork and foundation-related portions of project drawings and specifications and to confer with the design team on conference calls or site meetings after submittal of our report. Such follow-up services are beyond the scope of this proposal and would be charged at $115.00 per hour for a Project Manager and $145.00 per hour for a Principal Engineer.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify you, then send a supplemental proposal stating the additional services and fee. We will obtain your specific authorization prior to providing any additional services.

4.0 AUTHORIZATION

This proposal may be accepted by mutual negotiation and execution of HDR's "Geotech Subconsultant Agreement", which should be provided to Terracon for review prior to authorization and commencement of geotechnical services stated in this proposal. If you have any questions regarding any aspect of this proposal, please feel free to contact us.

This proposal is valid only if authorized within 90 days from the listed proposal date. This proposal is only being sent to you electronically via email. If you require a hard copy via U.S. mail, please contact us.

We appreciate the opportunity to provide this proposal and look forward to the opportunity of working with you.

Sincerely,
TERRACON CONSULTANTS, INC.
TBPE Firm Registration: TX F-3272

Jensen P. ~~John~~, P.E.
Senior Project Manager

M. Anitha
for Bryan S. Moulin, P.E.
Principal/ Department Manager

EXHIBIT B

SERVICES TO BE PROVIDED BY THE CITY OF LEANDER, TEXAS

OLD FM 2243 PROJECT DEVELOPMENT AND DESIGN SERVICES (US 183 to Lakeline Blvd.)

SERVICES TO BE PROVIDED BY THE CITY OF LEANDER

a) Furnish applicable data including zoning maps, existing and proposed developments, design criteria and other available information.

b) Provide information, if available, for adjoining projects and projects within the Project Area limits.

c) Provide Right of Way maps in order to determine County and/or City right of way limits within and adjacent to the project.

d) Furnish copies of utility information available.

e) Design criteria to be used in the analysis.

f) Traffic data for use in noise analysis including peak hourly volume and LOS C traffic numbers and vehicle mix (% autos, % medium truck, % heavy trucks, % buses, % motorcycles)

g) Map (digitally) of proposed alignments, lanes, ROW, etc. (GIS shapefiles preferred, or AutoCad or Microstation files).

h) Existing and proposed 3D elevation contours in digital format (CAD or GIS shapefiles).

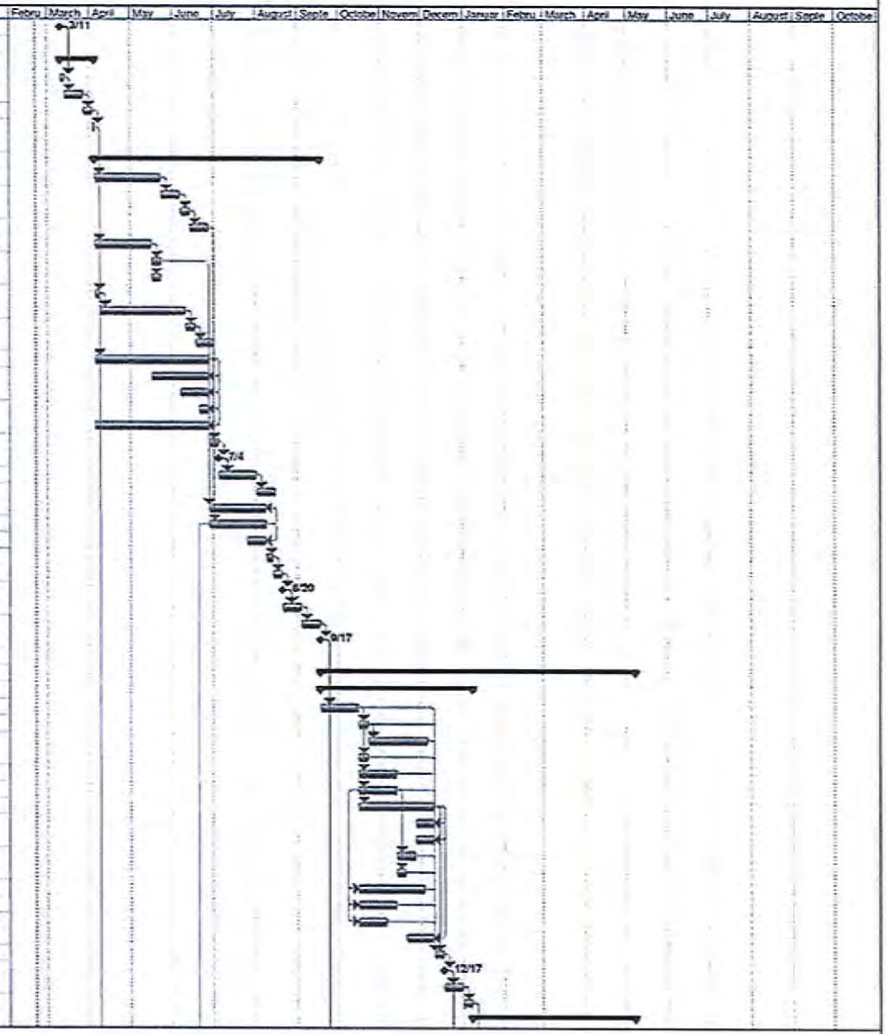
i) GIS parcel data to aid in identification of noise receptors and addresses.

HDR ENGINEERING, INC.

CITY OF LEANDER
OLD RM 2243 SCHEMATIC AND PS&E

EXHIBIT C - DESIGN SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	NOTICE TO PROCEED	0 days	Mon 3/11/13	Mon 3/11/13		
2						
3	DATA COLLECTION AND PROJECT START UP	19 days	Mon 3/11/13	Thu 4/4/13		
4	SUBCONSULTANT AGREEMENTS	3 days	Mon 3/11/13	Wed 3/13/13	1	
5	BACKGROUND DATA RESEARCH	10 days	Thu 3/14/13	Wed 3/27/13	4	
6	DEVELOP DESIGN CRITERIA	5 days	Thu 3/28/13	Wed 4/3/13	5	
7	PROJECT KICK-OFF MEETING	1 day	Thu 4/4/13	Thu 4/4/13	6	
8						
9	ROUTE STUDY AND SCHEMATIC DESIGN	116 days	Fri 4/5/13	Tue 9/17/13		
10	FIELD SURVEY	35 days	Fri 4/5/13	Thu 5/23/13	7	
11	PROCESS SURVEY DATA / PREPARE TOPO BASE FILE	10 days	Fri 5/24/13	Thu 6/6/13	10	
12	REVIEW/COMMENT FIELD SURVEY	5 days	Fri 6/7/13	Thu 6/13/13	11	
13	FINALIZE FIELD SURVEY & MAPPING	10 days	Fri 6/14/13	Thu 6/27/13	12	
14	TRAFFIC ANALYSIS & MODELING	30 days	Fri 4/5/13	Thu 5/16/13	7	
15	DEVELOP TYPICAL SECTIONS AND APPROVAL	5 days	Fri 5/17/13	Thu 5/23/13	14	
16	PREPARE AND SUBMIT TRAFFIC REPORT	5 days	Fri 5/17/13	Thu 5/23/13	14	
17	DEVELOP BORING PLAN AND APPROVAL	2 days	Fri 4/5/13	Mon 4/8/13	7	
18	GEOTECHNICAL INVESTIGATION AND REPORT	45 days	Tue 4/9/13	Mon 6/10/13	17	
19	REVIEW/COMMENT DRAFT GEOTECH REPORT	5 days	Tue 6/11/13	Mon 6/17/13	18	
20	FINALIZE GEOTECH REPORT & APPROVAL OF PAVT DESIGN	10 days	Tue 6/18/13	Mon 7/1/13	19	
21	PRELIMINARY DRAINAGE ANALYSIS AND REPORT	60 days	Fri 4/5/13	Thu 6/27/13	7	
22	WATER QUALITY CONCEPTUAL DESIGN/ALTERNATIVES	30 days	Fri 5/17/13	Thu 6/27/13	21FF	
23	DEVELOP GEOPAK CROSS SECTIONS	15 days	Fri 6/7/13	Thu 6/27/13	21FF,22FF	
24	FINALIZE ROW / EASEMENT REQUIREMENTS	5 days	Fri 6/21/13	Thu 6/27/13	23FF	
25	PREPARE DRAFT ENVIRONMENTAL DOCUMENT	60 days	Fri 4/5/13	Thu 6/27/13	24FF	
26	QA / QC ENVIRONMENTAL DOCUMENT	5 days	Fri 6/28/13	Thu 7/4/13	25	
27	SUBMIT DRAFT ENVIRONMENTAL DOCUMENT	0 days	Thu 7/4/13	Thu 7/4/13	26	
28	REVIEW / COMMENT DRAFT ENVIRONMENTAL DOC	20 days	Fri 7/5/13	Thu 8/1/13	27	
29	ADDRESS COMMENTS / FINALIZE ENV DOC	10 days	Fri 8/2/13	Thu 8/15/13	28	
30	TRAFFIC CONTROL PLAN PHASING / CONCEPTS	30 days	Fri 6/28/13	Thu 8/8/13	15,31FF	
31	PRELIMINARY SCHEMATIC / ROADWAY GEOMETRICS / MEDIAN OPENINGS	30 days	Fri 6/28/13	Thu 8/8/13	13	
32	LANDSCAPE & IRRIGATION SCHEMATIC DESIGN	10 days	Fri 7/26/13	Thu 8/8/13	31FF	
33	CONSTRUCTION COST ESTIMATE	3 days	Fri 8/9/13	Tue 8/13/13	32	
34	QA / QC DELIVERABLES & ADDRESS COMMENTS	5 days	Wed 8/14/13	Tue 8/20/13	33	
35	SUBMIT PRELIMINARY SCHEMATIC FOR REVIEW	0 days	Tue 8/20/13	Tue 8/20/13	34	
36	CITY REVIEW / COMMENT SCHEMATIC	10 days	Wed 8/21/13	Tue 9/3/13	35	
37	ADDRESS COMMENTS / FINALIZE SCHEMATIC	10 days	Wed 9/4/13	Tue 9/17/13	36	
38	SUBMIT FINAL SCHEMATIC DESIGN	0 days	Tue 9/17/13	Tue 9/17/13	37	
39						
40	PLANS, SPECIFICATIONS, AND ESTIMATE PHASE	166 days	Wed 9/18/13	Wed 5/7/14		
41	60% DESIGN PHASE	80 days	Wed 9/18/13	Tue 1/7/14		
42	FINAL ROADWAY GEOMETRICS	20 days	Wed 9/18/13	Tue 10/15/13	38	
43	FINAL TYPICAL SECTIONS	5 days	Wed 10/16/13	Tue 10/22/13	42	
44	GEOPAK CROSS SECTIONS	32 days	Wed 10/23/13	Thu 12/5/13	43	
45	REMOVAL PLANS	5 days	Wed 10/16/13	Tue 10/22/13	42	
46	TRAFFIC CONTROL PLAN	20 days	Wed 10/16/13	Tue 11/12/13	42	
47	PLAN AND PROFILE SHEETS	20 days	Wed 10/16/13	Tue 11/12/13	42	
48	DRAINAGE DESIGN	40 days	Wed 10/16/13	Tue 12/10/13	42	
49	SWPPP	10 days	Wed 11/27/13	Tue 12/10/13	48FF	
50	WATER QUALITY	10 days	Wed 11/27/13	Tue 12/10/13	48FF	
51	INTERSECTION DETAILS	10 days	Wed 11/13/13	Tue 11/26/13	47	
52	DRIVEWAY DETAILS	5 days	Wed 11/13/13	Tue 11/19/13	47	
53	SIGNAL DESIGN	35 days	Wed 10/16/13	Tue 12/3/13	47SS	
54	SIGNING AND PAVEMENT MARKINGS	20 days	Wed 10/16/13	Tue 11/12/13	47SS	
55	ILLUMINATION DESIGN	15 days	Wed 10/16/13	Tue 11/5/13	47SS	
56	LANDSCAPE & IRRIGATION DESIGN	15 days	Wed 11/20/13	Tue 12/10/13	48FF	
57	QA/QC DELIVERABLES & ADDRESS COMMENTS	5 days	Wed 12/11/13	Tue 12/17/13	56,42,43,44,45,46,	
58	60% SUBMITTAL	0 days	Tue 12/17/13	Tue 12/17/13	57	
59	CITY REVIEW / COMMENT	10 days	Wed 12/18/13	Tue 12/31/13	58	
60	ADDRESS COMMENTS	5 days	Wed 1/1/14	Tue 1/7/14	59	
61	90% DESIGN PHASE	86 days	Wed 1/8/14	Wed 5/7/14		



Project: EXHIBIT C DESIGN SCHEDU
Date: Wed 2/20/13

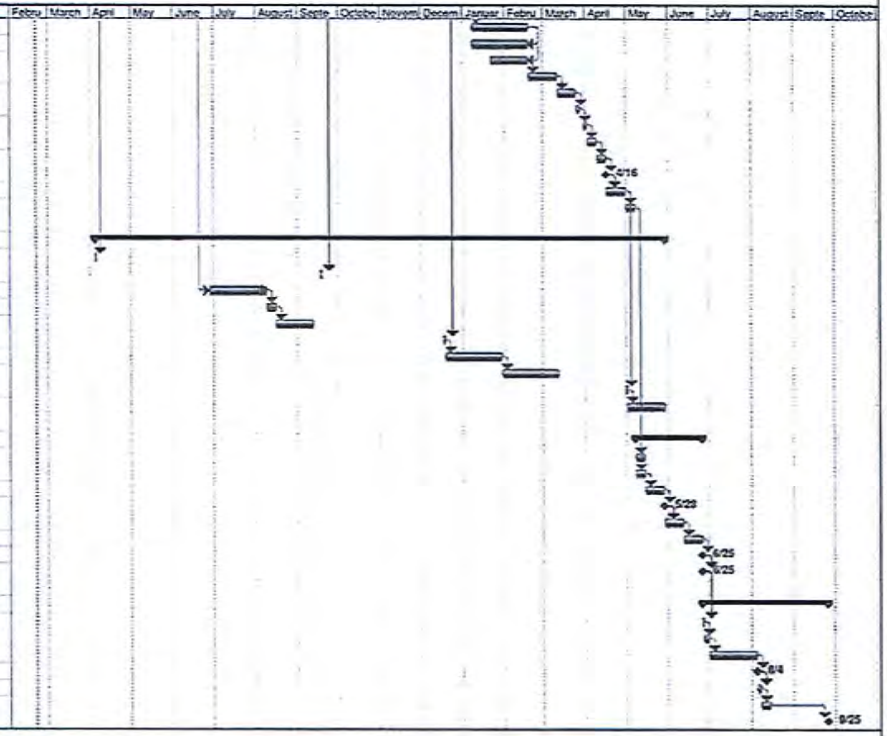
Task | Split | Progress | Milestone | Summary | Project Summary | External Tasks | External Milestone | Deadline

HDR ENGINEERING, INC.

CITY OF LEANDER
OLD RM 2243 SCHEMATIC AND PS&E

EXHIBIT C - DESIGN SCHEDULE

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
62	FINAL ROADWAY PLANS	30 days	Wed 1/8/14	Tue 2/18/14	40	
63	FINAL DRAINAGE PLANS	30 days	Wed 1/8/14	Tue 2/18/14	62FF	
64	FINAL SIGNAL, SIGNING, PAVT MARK, & ILLUMINATION PLANS	20 days	Wed 1/22/14	Tue 2/18/14	63FF	
65	FINAL LANDSCAPE & IRRIGATION PLANS	15 days	Wed 2/19/14	Tue 3/11/14	64	
66	PREPARE CONTRIBUTING ZONE PLAN	10 days	Wed 3/12/14	Tue 3/25/14	65	
67	COST ESTIMATE	3 days	Wed 3/26/14	Fri 3/28/14	66	
68	DEVELOP SPECIFICATIONS	3 days	Mon 3/31/14	Wed 4/2/14	67	
69	PREPARE DRAFT BIDDING DOCUMENTS	5 days	Thu 4/3/14	Wed 4/9/14	68	
70	QA/QC DELIVERABLES & ADDRESS COMMENTS	5 days	Thu 4/10/14	Wed 4/16/14	69	
71	90% SUBMITTAL	0 days	Wed 4/16/14	Wed 4/16/14	70	
72	CITY REVIEW / COMMENT	10 days	Thu 4/17/14	Wed 4/30/14	71	
73	ADDRESS COMMENTS	5 days	Thu 5/1/14	Wed 5/7/14	72	
74						
75	UTILITY COORDINATION	300 days	Fri 4/5/13	Thu 5/29/14		
76	MAIL OUT UTILITY NOTIFICATIONS	1 day	Fri 4/5/13	Fri 4/5/13	7	
77	INITIAL UTILITY COORDINATION MEETING	1 day	Wed 9/18/13	Wed 9/18/13	38	
78	PREPARE UTILITY BASE MAP (EXISTING)	30 days	Fri 6/28/13	Thu 8/8/13	31SS	
79	PREPARE SUE INVESTIGATION PLAN	5 days	Fri 8/9/13	Thu 8/15/13	78	
80	LEVEL B SUE	20 days	Fri 8/16/13	Thu 9/12/13	79	
81	60% UTILITY COORDINATION MEETING	1 day	Wed 12/18/13	Wed 12/18/13	58	
82	LEVEL A SUE (AS NEEDED)	30 days	Thu 12/19/13	Wed 1/29/14	81	
83	PREPARE UTILITY BASE MAP (PROPOSED)	30 days	Thu 1/30/14	Wed 3/12/14	82	
84	90% UTILITY COORDINATION MEETING	1 day	Thu 5/1/14	Thu 5/1/14	72	
85	FINAL UTILITY COORDINATION / RELOCATIONS / CONFLICT RESOLUTION	20 days	Fri 5/2/14	Thu 5/29/14	84	
86						
87	BIDDING DOCUMENTS	35 days	Thu 5/8/14	Wed 6/25/14		
88	SIGN & SEAL MYLARS	5 days	Thu 5/8/14	Wed 5/14/14	73	
89	BID TABULATION / ENGINEER'S ESTIMATE	5 days	Thu 5/8/14	Wed 5/14/14	73	
90	FRONT END DOCUMENTS & SPECIFICATIONS	10 days	Thu 5/15/14	Wed 5/28/14	89	
91	SUBMIT 100% PLANS & BIDDING DOCUMENTS	0 days	Wed 5/28/14	Wed 5/28/14	90	
92	CITY REVIEW 100% PLANS & BIDDING DOCUMENTS	10 days	Thu 5/29/14	Wed 6/11/14	91	
93	ADDRESS COMMENTS / FINALIZE BIDDING DOCUMENTS	10 days	Thu 6/12/14	Wed 6/25/14	92	
94	TDLR SUBMITTAL	0 days	Wed 6/25/14	Wed 6/25/14	93	
95	TCEQ SUBMITTAL: CONTRIBUTING ZONE PLAN	0 days	Wed 6/25/14	Wed 6/25/14	94	
96						
97	BIDDING PHASE	65 days	Thu 6/26/14	Thu 9/25/14		
98	CITY COUNCIL AUTHORIZATION TO ADVERTISE	1 day	Thu 6/26/14	Thu 6/26/14	95	
99	PREPARE ADVERTISEMENT	2 days	Fri 6/27/14	Mon 6/30/14	98	
100	BIDDING	25 days	Tue 7/1/14	Mon 8/4/14	99	
101	BID OPENING	0 days	Mon 8/4/14	Mon 8/4/14	100	
102	RECOMMENDATION OF AWARD	3 days	Tue 8/5/14	Thu 8/7/14	101	
103	CONFORMED CONTRACT DOCUMENTS	5 days	Fri 8/8/14	Thu 8/14/14	102	
104	ATTEND PRE-CONSTRUCTION MEETING	0 days	Thu 9/25/14	Thu 9/25/14	103FS+30 days	



Project: EXHIBIT C DESIGN SCHEDU
Date: Wed 2/20/13

Task | Progress | Summary | External Tasks | Deadline
Split | Milestone | Project Summary | External Milestone