

**City of Cedar Park
Regular Called Meeting Agenda
City Council Chambers, Cedar Park Public Library
550 Discovery Boulevard
Cedar Park, Texas
Thursday, March 24, 2011
6:30 P.M.**

- A.1 [CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.](#)
- A.2 [Invocation.](#)
- A.3 [Pledges of Allegiance. \(U.S. and Texas\)](#)
- A.4 [Presentation: A Proclamation Recognizing April 10 - April 16, 2011 As National Crime Victims' Rights Week.](#)
- A.5 [Presentation: A Proclamation Recognizing April 10 - April 16, 2011 As National Public Safety Telecommunications Week.](#)
- A.6 [Presentation: A Proclamation Recognizing April 10 - April 16, 2011 As National Animal Control Appreciation Week.](#)
- A.7 [Citizens Communications \(Not For Items Listed On This Agenda. Three Minutes Each. No Deliberations With Council. Council May Respond With Factual Information\)](#)
- A.8 [Mayor and Council Opening Comments.](#)
- A.9 [City Manager Report: Recognition For The Retirement Of Dale Fuller.](#)
- A.10 [City Manager Report: Recognition Of The Parks And Recreation Department State Maintenance Rodeo Awards From The Texas Recreation And Parks Society \(TRAPS\) - James Hemenes, Parks And Recreation Assistant Director.](#)
- A.11 [City Manager Report: Update On The Creation Of A Public Preparedness Campaign For The City Of Cedar Park - Jessica Jackson, Emergency Management Coordinator.](#)
- A.12 [City Manager Report: February 2011 Permit Activity and Revenue Report - Mark Lewis, Building Inspections.](#)
- A.13 [City Manager Report: Monthly Financial Update Through January 2011 - Josh Selleck, Finance Director.](#)
- B.1 [Approval Of City Council Minutes From The Regular Called Meeting Of February 24, 2011.](#)

- C.1 [Second Reading And Approval Of An Ordinance Suspending The Implementation Of The Interim Rate Adjustment For Infrastructure Construction And Improvements Under Section 104.301 Of The Texas Utilities Code By Texas Gas Service.](#)
- D.1 [A Resolution Approving And Accepting The Rules And Procedures For The Arts Advisory Board.](#)
- D.2 [A Resolution Authorizing A Special Permit To Hold A Chili Cook-Off And Trade Show At Milburn Park](#)
- D.3 [A Resolution Authorizing A Special Permit To Hold A Divisional Swim Meet At Milburn Park/Pool.](#)
- D.4 [A Resolution Authorizing A Special Permit To Hold A Rollerblade Competition At Brushy Creek Sports Park.](#)
- D.5 [A Resolution Authorizing And Directing The Mayor To Execute An Economic Development Performance Agreement With The Cedar Park Community Development \(4B\) Board And Walter Blount Investments, L.L.C. And Vanshire, L.P. To Provide An Economic Development Incentive For The Reimbursement Of Roadway Infrastructure Improvements On County Road 180 At The Intersection With East New Hope Drive In An Amount Not To Exceed \\$150,000.](#)
- D.6 [A Resolution Authorizing The Approval For Accepting Funding From The Texas Railroad Commission For Participation In The Low Emission Propane Equipment Grant Initiative.](#)
- D.7 [A Resolution Authorizing The Submission Of The 2012-2013 Victim Coordinator And Liaison Grant From The Office Of The Attorney General, \(OAG\) Crime Victim Services Division.](#)
- D.8 [A Resolution Awarding The Construction Bid For The RM 1431 At Vista Ridge Right Turn Lane Construction Project To F.T. Woods Construction Services, Inc. For \\$303,173.](#)
- D.9 [A Resolution Awarding The Construction Bid For The Shenandoah Standpipe Removal Project To TMI Coating, Inc. For \\$99,600.](#)
- D.10 [A Resolution Authorizing And Directing The City Manager To Execute A Contract With ALFAC For Employee Paid Voluntary Group Supplemental Insurance.](#)
- D.11 [A Resolution For City Acceptance Of Cedar Park Town Center Section 9 Subdivision Improvements.](#)
- D.12 [A Resolution For City Acceptance Of The Ranch At Brushy Creek Section 7C Subdivision Improvements.](#)

- D.13 [A Resolution Authorizing And Directing The City Manager To Negotiate And Execute An Engineering Services Agreement With LJA Engineering, Inc. For The Design Of The Sidewalk Gap Closure Project.](#)
- E.1 [Second Public Hearing And Commentary On The Petition By Wilson Land and Cattle Company For Voluntary Annexation Of Approximately 41.059 Acres Of Land Located At The Northwest Corner Of Brushy Creek Road and Breakaway Road.](#)
- E.2 [First Reading And Public Hearing On An Ordinance Amending The City Of Cedar Park Code Of Ordinances Chapter 11 Zoning, Section 11.12.002 Terms For Bed And Breakfast; Article 11.02 Addition Of Regulations For Bed And Breakfasts As A Conditional Use In The Estate Lot \(ES\), Single Family \(SF\), Single Family Large Suburban \(SF-1\), And Bed And Breakfast Regulations For Transitional Commercial \(TC\), Local Retail \(LR\) And General Retail \(GR\) Zoning Districts. The Planning And Zoning Commission Voted 5-0 To Recommended Approval Of The Amendments.](#)
- E.3 [First Reading And Public Hearing On An Ordinance Amending The City Of Cedar Park Code Of Ordinances Chapter 11 Zoning, Section 11.12.002 Terms For Bars And Cocktail Lounges. The Planning And Zoning Commission Voted 5-0 To Recommended Approval Of The Amendment.](#)
- E.4 [First Reading And Public Hearing On An Ordinance Amending The City Of Cedar Park Code Of Ordinances Chapter 11 Zoning, Section 11.02.211 Addition Of Food Preparation As A Permitted Use In The Light Industrial \(LI\) District. The Planning And Zoning Commission Voted 5-0 To Recommended Approval Of The Amendments.](#)
- F.0 [Discussion And Possible Action:](#)
- F.1 [Consideration To Approve A Resolution Awarding Construction Bid For The Brushy Creek Road \(Parmer Lane To Arrowhead Trail\) Reconstruction Project To Chasco Constructors Ltd. For \\$3,777,235.35.](#)
- F.2 [Consideration Related To The Naming Of Three City Council Members To A New City Hall Complex Advisory Executive Committee To Work With City Staff On The Design And Finish Out Of The Recently Purchased City Hall Complex.](#)
- G.0 [Executive Session:](#)
- G.1 [Section 551.071 \(1\)\(A\) And \(2\) Consultation With Attorney Concerning Legal Matters Covered By The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas.](#)
 - a. Legal Issues Regarding Leases And Contracts Relating To The Galleria At Red Oaks.
 - b. Legal Issues Regarding The Capital Area Fire Chiefs Association's Memorandum Of Understanding For Mutual Aid In Fire Protection And Other Emergency Services Response Agreement.

c. Legal Issues Concerning Agreements For The Water Park Project.

H.0 [Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session](#)

H.1 [Mayor And Council Closing Comments.](#)

H.2 [Adjournment.](#)



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. A.1

CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. A.2
Invocation.



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. A.3
Pledges of Allegiance. (U.S. and Texas)



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. A.4

Presentation: A Proclamation Recognizing April 10 - April 16, 2011 As National Crime Victims' Rights Week.

Commentary:

Proclamation

NATIONAL CRIME VICTIMS' RIGHTS WEEK

WHEREAS, April 10th – April 16th is designated as National Crime Victims' Rights Week; and

WHEREAS, crime and the threat of violence have profound and devastating effects on individuals, families and communities in America; and

WHEREAS, over 24 million people in the United States are touched by crime each year, resulting in significant physical, psychological, financial, and spiritual effects on countless innocent victims; and

WHEREAS, there are over 10,000 community and system-based victim service programs across our nation that provide a wide range of services and support to victims of crime; and

WHEREAS, The City of Cedar Park is joining with victim services programs, criminal justice officials, and concerned citizens throughout Williamson County to observe National Crime Victims' Rights Week;

NOW THEREFORE, I, Mayor Robert S. Lemon, call upon all citizens of our community to observe the week of April 10th – April 16th, 2011, as National Crime Victims' Rights Week.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Cedar Park to be affixed.



Robert S. Lemon
Robert S. Lemon, Mayor

LeAnn Quinn
LeAnn Quinn, City Secretary



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. A.5

Presentation: A Proclamation Recognizing April 10 - April 16, 2011 As National Public Safety Telecommunications Week.

Commentary:

Proclamation

NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK

WHEREAS, April 10th – April 16th is designated as National Public Safety Telecommunications Week; and

WHEREAS, emergencies can occur at anytime and the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the first and most critical contact our citizens have with emergency services is the Cedar Park Public Safety Communications Center, and the safety of the public and the responding emergency personnel is dependant upon the quality and accuracy of information obtained; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information, and having contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

NOW THEREFORE, I, Mayor Robert S. Lemon, call upon all citizens of our community to observe the week of April 10th – April 16th, 2011, as National Public Safety Telecommunications Week.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Cedar Park to be affixed.



Robert S. Lemon
Robert S. Lemon, Mayor

LeAnn Quinn
LeAnn Quinn, City Secretary



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. A.6

Presentation: A Proclamation Recognizing April 10 - April 16, 2011 As National Animal Control Appreciation Week.

Commentary:

Proclamation

NATIONAL ANIMAL CONTROL APPRECIATION WEEK 2011

WHEREAS, April 10th – April 16th is designated as National Animal Control Appreciation Week, and is a time to recognize, thank, and commend all Animal Control Officers; and

WHEREAS, the Cedar Park City Council commends the Animal Control Officers for their service to this community, and for fulfilling the Animal Control Division's commitment to providing the highest and most efficient level of customer service; and

WHEREAS, the Cedar Park City Council wishes to commend each and every Animal Control Officer for their dedication to the health, safety, and protection of the citizens and animals of Cedar Park;

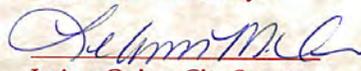
NOW, THEREFORE, I, Mayor Robert S. Lemon, call upon all citizens of our community to observe the week of April 10th – April 16th, 2011, as *National Animal Control Appreciation Week*.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Cedar Park to be affixed.





Robert S. Lemon, Mayor



LeAnn Quinn, City Secretary



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. A.7

Citizens Communications (Not For Items Listed On This Agenda. Three Minutes Each. No Deliberations With Council. Council May Respond With Factual Information)



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. A.8
Mayor and Council Opening Comments.



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. A.9

City Manager Report: Recognition For The Retirement Of Dale Fuller.

Commentary:



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. A.10

City Manager Report: Recognition Of The Parks And Recreation Department State Maintenance Rodeo Awards From The Texas Recreation And Parks Society (TRAPS) - James Hemenes, Parks And Recreation Assistant Director.

Commentary:



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. A.11

City Manager Report: Update On The Creation Of A Public Preparedness Campaign For The City Of Cedar Park - Jessica Jackson, Emergency Management Coordinator.

Commentary:



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. A.12
City Manager Report: February 2011 Permit Activity and Revenue Report - Mark Lewis, Building Inspections.

Commentary:

The February 2011, Permit Activity/Revenue Summary is attached to the Associated Information section of this report. The summary is comprised of the following components:

- Monthly/Year to Date Permit Activity Summaries
- Monthly/Year to Date Permit Revenue Summary
- February 2011 Permit Revenue by Category
- FY '11 Permit Revenue Overview
- Active Commercial Projects Summary

Due to size and format, the maps prepared in support of the Active Projects Summary are not included as part of this agenda packet. Copies of the map will be provided at the March 24, 2011 City Council meeting. Electronic copies of the maps are available upon request.

Fiscal Impact

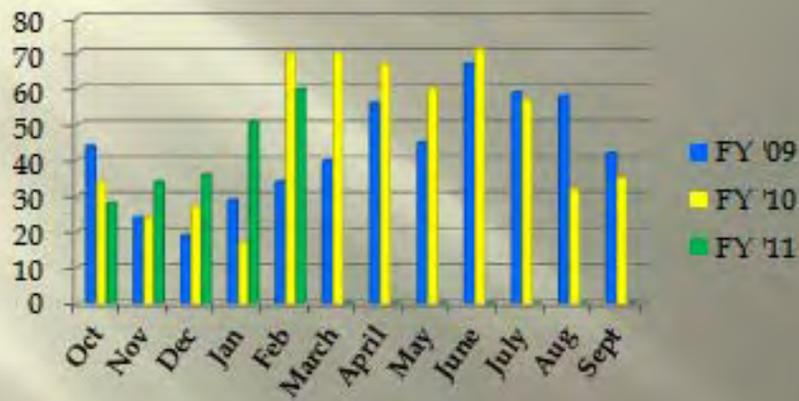
Account No.:

Budget

Budget/Expended:

Associated Information:

FY '11 Permit Activity & Revenue February 2011

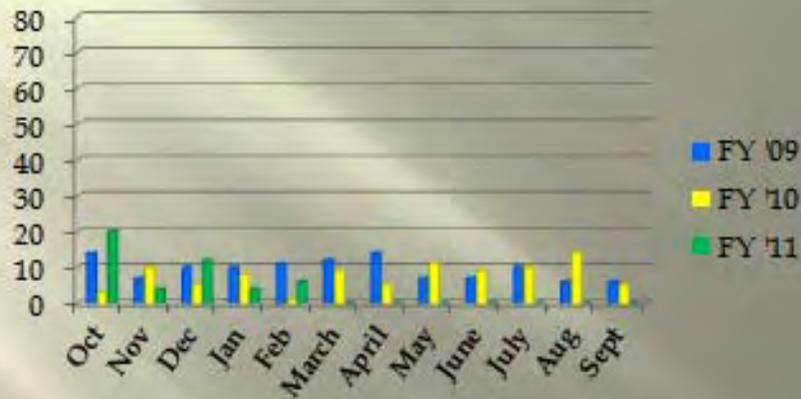


Single-Family Permits

Issued 2/01/11 - 2/28/11: 60

FY '11 Through 2/28/11: 209

FY '11 Permit Activity & Revenue February 2011

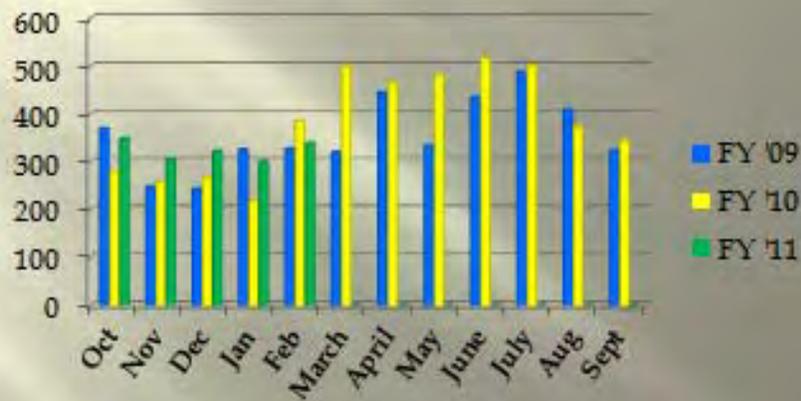


Commercial Permits

Issued 2/01/11 - 2/28/11: 6

FY '11 Through 2/28/11: 46

FY '11 Permit Activity & Revenue February 2011



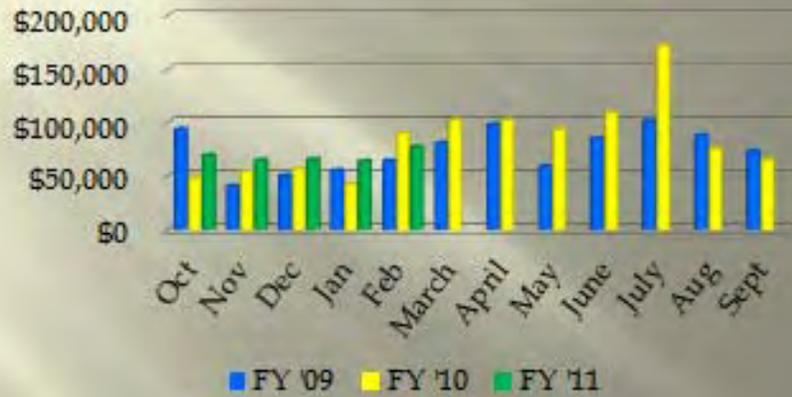
Permits In All Categories

(Residential, Commercial, Trade, Accessory & Miscellaneous)

Issued 2/01/11 - 2/28/11: 339

FY '11 Through 2/28/11: 1598

FY '11 Permit Activity & Revenue February 2011



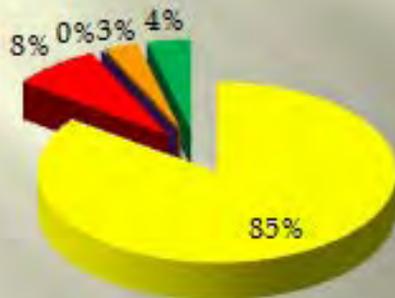
Revenue Collected

Collected 2/01/11 - 2/28/11:	\$ 77,121
FY '11 Through 2/28/11:	\$ 340,696

FY '11 Permit Activity & Revenue February 2011

REVENUE BY CATEGORY

By Percent

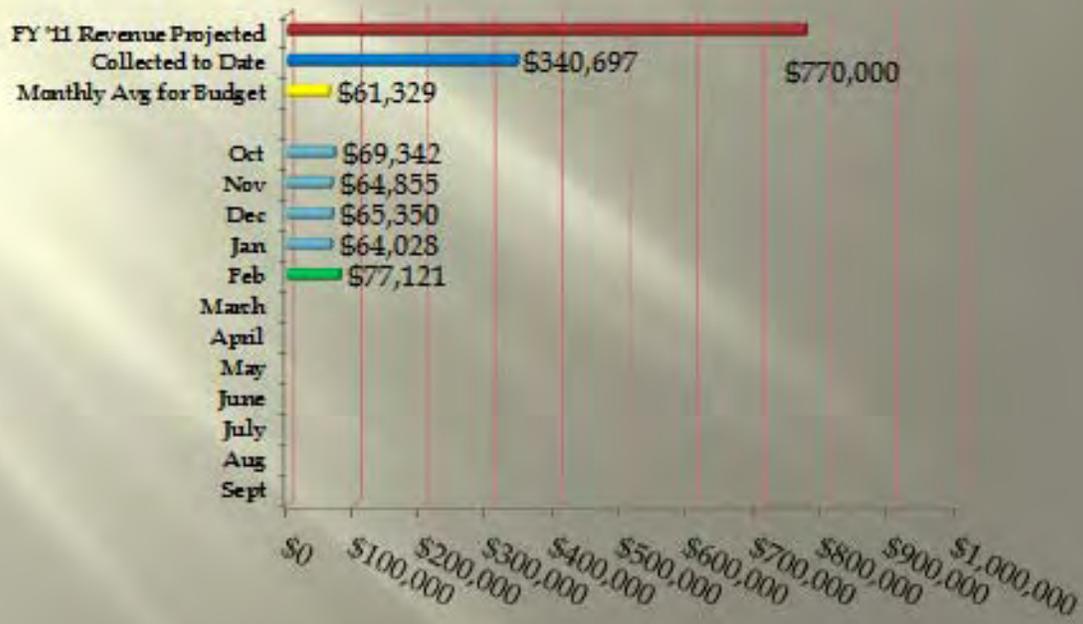


■ Res ■ Com ■ Acc ■ Misc ■ Reinspect

By Total

□ Residential: (SF & Trade Permits)	\$ 65,254
□ Commercial: (Com & Trade Permits)	\$ 5,666
□ Accessory: (Pool, Patio, Out-building)	\$ 418
□ Miscellaneous: (Signs, Irrigation, Demo, Certificates of Occupancy)	\$ 2,658
□ Re-Inspection:	<u>\$ 3,125</u>
TOTAL:	\$ 77,121

FY '11 Permit Activity & Revenue February 2011



FY '11 Permit Activity & Revenue February 2011

☐ **New Projects:**

▪ Site Development Plans Under Review:	10
▪ Building Plans Under Review:	4
▪ Permits Approved But Not Yet Issued:	0
▪ Projects Under Construction:	<u>14</u>

TOTAL: 28

☐ **Finish-Out/Remodel Projects:**

▪ Building Plans Under Review:	8
▪ Permits Approved But Not Yet Issued:	0
▪ Projects Under Construction:	<u>15</u>

TOTAL: 23

☐ **Certificates of Occupancy:**

▪ Certificates of Occupancy Issued:	21
▪ Temporary Certificates of Occupancy Issued:	7
▪ Certificates of Occupancy Pending:	<u>19</u>

TOTAL: 47



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. A.13

City Manager Report: Monthly Financial Update Through January 2011 - Josh Selleck, Finance Director.

Commentary:



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. B.1
**Approval Of City Council Minutes From The Regular Called Meeting Of February
24, 2011.**

Commentary:



**CITY OF CEDAR PARK
REGULAR SCHEDULED CITY COUNCIL MEETING
CEDAR PARK PUBLIC LIBRARY, 550 DISCOVERY BOULEVARD**

THURSDAY, FEBRUARY 24, 2011 AT 6:30 P.M.

Mayor Bob Lemon
Matt Powell Councilmember Place One
Scott Mitchell, Councilmember Place Three
Lowell Moore, Councilmember Place Four

Mayor Pro Tem Mitch Fuller
Tony Dale, Councilmember Place Five
Don Tracy, Councilmember Place Six
Brenda Eivens, City Manager

MINUTES

- A.1 CALL TO ORDER, QUORUM DETERMINED, MEETING DECLARED OPEN.
Mayor Lemon called the meeting to order at 6:35 p.m.
Councilmember Mitchell and Tracy absent from meeting.
All other Council present.
- A.2 Invocation.
Mayor Lemon gave the Invocation.
- A.3 Pledges of Allegiance. (U.S. and Texas)
Council led the audience in the Pledges of Allegiance.
- A.4 Presentation: Pedernales Electric Cooperative - Tessa Doehrman, Community Development Representative.
Tessa Doehrman, PEC, introduced herself to the Council and updated Council on recent activities for PEC.
- A.5 Presentation: Update On The City of Cedar Park 2011 Household Hazardous Waste Event Scheduled For April 2, 2011- Nanette McCartan, Utility Billing Supervisor.
Nanette McCartan, Utility Billing Supervisor, addressed Council regarding the 2011 Household Hazardous Waste Event. Ms. McCartan provided statistical information for the 2010 event.

- A.6 Citizens Communications (Not For Items Listed On This Agenda. Three Minutes Each. No Deliberations With Council. Council May Respond With Factual Information)
Stacy Rudd, Chamber of Commerce, stated as the new Chairman he is looking forward to working with the City and offered the services of the Chamber.
- A.7 Mayor and Council Opening Comments.
Mayor Pro Tem Fuller congratulated Stacy Rudd on his Chairman position with the Chamber, and updated Council on the recent events he attended.
- Councilmember Powell commented on the Junior City Council Program.**
- Councilmember Dale commented on the Library Pet Parade and requested a future agenda item to update Council on the meeting he had with Congressman Carter.**
- Councilmember Moore commented on the Chamber of Commerce banquet.**
- A.8 City Manager Report: Employee Recognition For Service With The City Of Cedar Park.
i. Nanette McCartan - Five Years.
Josh Selleck, Finance Director, presented Nanette McCartan with a plaque in recognition of five years of service with the City of Cedar Park.
- A.9 City Manager Report: January 2011 Permit Activity and Revenue Report - Mark Lewis, Building Inspections.
Mark Lewis, Building Inspection Director, reviewed the January 2011 Permit Activity and Revenue report.
- A.10 City Manager Report: Monthly Financial Update Through December 2010 - Josh Selleck, Finance Director.
Josh Selleck, Finance Director, reviewed the Monthly Financial Update report for Council.
- A.11 City Manager Report: Update On The 2010 Census Report.
Jose Madrigal, Assistant City Manager, addressed Council regarding the 2010 Census figures recently released. The 2010 Census population for Cedar Park was 48,937. This number differs from the projections made by staff with an approximate population of 54,279. Mr. Madrigal reviewed the protest process and stated staff will be reviewing information once released by the Census Department. Challenges to the official Census number will be accepted beginning on June 1st.

CONSENT AGENDA

Pursuant to Council Rule 2.3, the City Council Consent Agenda consists of all matters set forth on Agenda Items B, C, and D.

Councilmember Powell requested Agenda Item B.3 be removed from the Consent Agenda and motioned for the item to be tabled pending clarification of the minutes. Seconded by Councilmember Dale. Motion passed 5:0 with Councilmember Mitchell and Tracy absent from meeting.

Motion to approve all items on the Consent Agenda consisting of Agenda Items consisting of Agenda Items B, C and D excluding Item B.3

Movant: Mayor Pro Tem Fuller

Second: Councilmember Moore

Vote: 5:0 with Councilmember Mitchell and Tracy absent from meeting.

B.1 Approval Of City Council Minutes From The Regular Called Meeting Of January 27, 2011.

Approved under the Consent Agenda.

B.2 Approval Of City Council Minutes From The Special Called Meeting Of January 28, 2011.

Approved under the Consent Agenda.

B.3 Approval Of City Council Minutes From The Special Called Meeting Of January 29, 2011.

Item removed from the Consent Agenda and tabled by Councilmember Powell.

B.4 Approval Of City Council Minutes From The Special Called Meeting Of February 4, 2011.

Approved under the Consent Agenda.

B.5 Approval Of City Council Minutes From The Special Called Meeting Of February 5, 2011.

Approved under the Consent Agenda.

C.0 Second Reading Of An Ordinance: No Items For Consideration.

D.1 A Resolution Approving The Submission Of A Grant Application For The 2011 Criminal Justice Program.

Approved under the Consent Agenda.

Resolution Number R78-11-02-24-D1

D.2 A Resolution Approving The Submission Of A Grant Application For The 2011 Texas Reads Grant.

Approved under the Consent Agenda.

Resolution Number R79-11-02-24-D2

D.3 A Resolution Authorizing A Special Permit To Hold A Skateboard Competition At Brushy Creek Sports Park.

Approved under the Consent Agenda.

Resolution Number R80-11-02-24-D3

- D.4 A Resolution Authorizing The Cedar Park Police Department To Purchase One New Vehicle And Eight Replacement Vehicles From Dallas Dodge And Two Replacement Vehicles From Philpott Motors.
Approved under the Consent Agenda.

Resolution Number R81-11-02-24-D4

- D.5 Excuse The Absence Of Councilmember Powell From The Regular Called Meeting Of February 10, 2011.
Approved under the Consent Agenda.

No Resolution Number assigned.

PUBLIC HEARINGS

- E.1 Z-10-018 First Reading And Public Hearing On An Ordinance To Rezone Approximately 1.229 Acres Of Land From Transitional Office (TO) To Transitional Commercial With A Conditional Overlay To Limit The Hours Of Operation From 7am To 8pm (TC-CO), Owned By Torabi Properties, Located At 13402 Anderson Mill Road, In Travis County, Texas. **The Planning And Zoning Commission Voted To Recommend Approval Of Transitional Commercial-Conditional Overlay (TC-CO) For This Tract.**

Rawls Howard, Planning & Development Services Director, stated this item is for the rezoning of property currently designated as Transitional Office (TO) to be rezoned to Transitional Commercial with a conditional overlay to limit the hours of operation to 7am to 8pm located at 13402 Anderson Mill Road. The Planning and Zoning Commission voted 5-2 to approve the request with the condition of hours of operations limited to 7am to 8pm.

Mayor Lemon inquired about the Transitional Office zoning classification and if it was intended to be utilized for tracts next to single family residential.

Mayor Lemon opened the Public Hearing.

The following people spoke in opposition to the proposed rezoning:

Jennifer Kost: no more commercial needed in area.

Caleb Magee – unable to evaluate impact of zoning change.

Robert Halper – MUD’s unable to control zoning, impact assessment needed.

Denise Little – yielded time to Robert Halper.

Ken Wilke – against zoning next to residential.

The following people spoke in favor of the proposed rezoning.

Liz Hasler – owns tract north of area.

Laura Mecanick – yielded time to Jennifer Boes.

Ray Mecanick – yielded time to Jennifer Boes.

Mike Torabi – yielded time to Jennifer Boes.

Jennifer Boes, Applicant, addressed Council regarding the proposed rezoning. She addressed the six lane major arterial, conditional operating hours, and the masonry fence between the property and residential homes.

Mayor Lemon closed the Public Hearing.

General Discussion followed regarding conditional uses, private property rights, infrastructure on Anderson Mill Road, and transitional zonings.

- E.2 **Z-10-016 First Reading And Public Hearing On An Ordinance To Assign Original Zoning Of Commercial Services (CS) To Approximately 3.329 Acres Of Land, Located At 3200 Woodall Drive, In Travis County, Texas. The Planning And Zoning Commission Voted To Recommend Approval Of Commercial Services (CS) For This Tract.**

Rawls Howard, Planning & Development Services Director, stated this item is to assign original zoning of Commercial Services (CS) for property located at 3200 Woodall Drive. The Planning and Zoning Commission voted 7-0 to approve the request.

Mayor Lemon opened the Public Hearing.

No Public Comment.

Mayor Lemon closed the Public Hearing.

Gary Jones, Applicant, stated this rezoning request was for a pending business.

- E.3 **Z-10-017 First Reading And Public Hearing On An Ordinance To Rezone Approximately 25.499 Acres Of Land From Planned Development-Business (PD-B) To General Office (GO) And General Retail (GR), Owned By RealTex Ventures LP, Located On The Northeast Corner Of East Whitestone Boulevard And Arrow Point Drive, In Williamson County, Texas. The Planning And Zoning Commission Voted To Recommend Approval Of General Office (GO) And General Retail (GR) For This Tract.**

Rawls Howard, Planning & Development Services Director, stated this item is to rezone approximately 25.499 acres of land located at the northeast corner of East Whitestone Boulevard and Arrow Point Drive from Planned Development-Business (PD-B) to General Office (GO) and General Retail (GR). The Planning and Zoning Commission voted 7-0 to approve the request.

Mayor Lemon opened the Public Hearing.

No Public Comment.

Mayor Lemon closed the Public Hearing.

E.4 First Reading And Public Hearing On An Ordinance Amending Chapter 18 Utilities Article 18.08 Drought Contingency And Water Emergency Plan Of The Code Of Ordinances Of The City Of Cedar Park.

Katherine Woerner, Utility Program Manager, addressed the Council regarding the approved revisions to LCRA's Drought Contingency Plan (DCP) modifying the firm water supply target reduction goals and drought response measures. Ms. Woerner reviewed the amendments and stated that the LCRA rules require that LCRA customers have Drought Contingency Plans consistent with LCRA's own plan. The proposed amendments to the ordinance will comply with LCRA's DCP.

Mayor Lemon opened the Public Hearing.

No Public Comment.

Mayor Lemon closed the Public Hearing.

Councilmember Dale inquired about enforcement and the percentages.

E.5 Public Hearing And Consideration To Approve A Resolution Amending The Fiscal Year 2010-11 Operating Expenditure Budget By An Increase Of \$5,699,516 And The Fiscal Year 2010-11 Capital Expenditure Budget By \$5,500,000.

Josh Selleck, Finance Director, reviewed the proposed budget amendments. The largest portion of the proposed amount is for the purchase of a facility for a future City Hall. Mr. Selleck reviewed the purchase of the new facility located on Cypress Creek Road, Galleria Oaks.

Mayor Lemon opened the Public Hearing.

No Public Comment.

Mayor Lemon closed the Public Hearing.

Motion to approve a Resolution Amending The Fiscal Year 2010-11 Operating Expenditure Budget By An Increase Of \$5,699,516 And The Fiscal Year 2010-11 Capital Expenditure Budget By \$5,500,000.

Movant: Councilmember Mitchell

Second: Mayor Pro Tem Fuller

Vote: 5:0 with Councilmembers Mitchell and Tracy absent from meeting.

General discussion followed regarding the purchase of the new City Hall, secure financial management, and no bond issuances or increase in taxes to purchase.

Resolution Number R82-11-02-24-E5

REGULAR AGENDA (NON-CONSENT)

F.0 Discussion And Possible Action:

F.1 Consideration To Approve A Resolution Authorizing The Purchase Of Replacement Civilian Vehicles Fueled By Propane Approved In The FY11 Budget And Propane Equipment Related To The Low Emission Propane Equipment Grant Initiative. **Katherine Woerner, Utility Program Manager, stated the City has been awarded a grant by the Texas Railroad Commission for the Low Emission Propane Equipment Grant Initiative. This grant covers 100% of the incremental cost of the equipment necessary for a vehicle to be fueled by propane. Additionally, if an entity commits to the purchase of ten (10) vehicles within one calendar year than the grant also covers 100% of the cost for a 2,000 gallon fuel tank, pump, dispenser and crash protection bollards.**

Ms. Woerner reviewed for Council the vehicles to be purchased. Due to the current limited availability of propane trucks, staff proposes purchasing a combination of new trucks with manufacturer-installed propane equipment as well as equipment for after-market conversions to propane.

Motion to approve a Resolution Authorizing The Purchase Of Replacement Civilian Vehicles Fueled By Propane Approved In The FY11 Budget And Propane Equipment Related To The Low Emission Propane Equipment Grant Initiative.

Movant: Mayor Pro Tem Fuller

Second: Councilmember Powell

Vote: 5:0 with Councilmembers Mitchell and Tracy absent from meeting.

Resolution Number R83-11-02-24-F1

F.2 Consideration For Annexation Of The Ranch At Cypress Creek. (Fuller)
Mayor Pro Tem Fuller asked for this item to be placed on the Agenda.

Jose Madrigal, Assistant City Manager, provided an overview of the annexation discussions for the Ranch at Cypress Creek and the 2011 feasibility analysis. Due to costs associated with the annexation and debt incurred by the MUD it is not feasible at this time for the area to be annexed.

Public Comment:

Paul Klein addressed Council regarding his support of the annexation.

Max Moss addressed Council regarding the history of annexation discussions, plans to move forward, and support of the future annexation of the Ranch at Cypress Creek.

General discussion followed regarding the process, election by the MUD, and a future annexation plan.

No action taken.

F.3 Consideration To Approve A Resolution Approving Option 1 Modified For The RM 1431 Median Enhancement Project Funded By The TxDOT Keep Texas Beautiful (KTB) And Green Ribbon Grants.

Emily Truman, Project Manager, stated this item was presented to Council at a previous meeting and staff was asked to revise Option 1. Ms. Truman reviewed the modified Option 1, which still remains at no cost to the City.

Motion to approve a Resolution Approving Option 1 Modified For The RM 1431 Median Enhancement Project Funded By The TxDOT Keep Texas Beautiful (KTB) And Green Ribbon Grants.

Movant: Councilmember Dale

Second: Councilmember Moore

Vote: 5:0 with Councilmembers Mitchell and Tracy absent from meeting.

Resolution Number R84-11-02-24-F3

F.4 Consideration To Rename Parmer Lane To Ronald Reagan Boulevard Within Cedar Park City Limits. (Powell)

Tom Gdala, Transportation Planner, addressed Council on the process to rename Parmer Lane to Ronald Reagan Blvd. Mr. Gdala reviewed the questions asked at the last meeting by Council and also reiterated the cost and impact to residential and business owners in the area.

General Discussion followed on the cost associated with the name change to the City, residents and business owners, streets with multiple names, monument signs currently erected by businesses, and the public input process to guarantee name change is supported.

Motion to direct staff to begin the public process for renaming Parmer Lane to Ronald Reagan Boulevard.

Movant: Councilmember Powell

Second: Mayor Pro Tem Fuller

Mayor Lemon offered a friendly amendment to add for the cost not to exceed \$2000. Friendly amendment accepted by movant and second.

Motion restated for the record:

Motion to direct staff to begin the public process for renaming Parmer Lane to Ronald Reagan Boulevard with a cost not to exceed \$2000.

Vote: 5:0 with Councilmembers Mitchell and Tracy absent from meeting.

F.5 Consideration To Appoint A Council Representative To The Website Redesign Project Proposal Review Committee And Approve The Final Committee.

Motion to appoint Don Tracy as the Council Representative on the Website Redesign Project Committee.

Movant: Councilmember Dale

Second: Councilmember Moore

Vote: 5:0 with Councilmembers Mitchell and Tracy absent from meeting.

Jennie Huerta, Media and Communications Manager, addressed Council regarding the Committee for the Website Redesign Project. The final committee will be comprised of the following individuals:

Jennie Huerta, Staff

Andrew Manhein, Staff

Jose Madrigal - Staff

Larry Holt, Staff

Don Tracy, Council Representative

Elijah May, Citizen Representative

Emily Pataki, Citizen Representative

Stacy Rudd, Business Representative

Motion to approve the final Website Redesign Project Committee.

Movant: Councilmember Powell

Second: Mayor Pro Tem Fuller

Vote: 5:0 with Councilmembers Mitchell and Tracy absent from meeting.

Councilmember Dale commented on the experience and possible utilization of John Miri.

- F.6 Consideration Of Appointment To Place Five On The Economic Development Sales Tax Corporation (4A) With A Term To Expire January 2014. (Dale)

Motion to appointment Don Olson to Place Five On The Economic Development Sales Tax Corporation (4A) With A Term To Expire January 2014.

Movant: Councilmember Dale

Second: Councilmember Moore

Vote: 5:0 with Councilmembers Mitchell and Tracy absent from meeting.

- F.7 Consideration Of Appointment To Place Five On The Board Of Adjustments With A Term To Expire January 2013. (Dale)

Motion to appointment John Miri to Place Five On The Board Of Adjustments With A Term To Expire January 2013.

Movant: Councilmember Dale

Second: Mayor Pro Tem Fuller

Vote: 5:0 with Councilmembers Mitchell and Tracy absent from meeting.

- F.8 Discussion Regarding Speed Limits In Cedar Park. (Powell)
Sam Roberts, Assistant City Manager, stated staff is currently in the process of collecting data pertaining to current and future speed limits in Cedar Park. This will be compiled into a report and presented to Council at a future meeting.

Councilmember Powell asked for this item to be placed on the agenda. He commented on the issues with current traffic flow, increases in the number of stoplights and increasing the efficiency of traffic flow in Cedar Park.

No action taken.

EXECUTIVE SESSION

In accordance with Chapter 551, Government Code, Vernon's Texas Code Annotated (V.T.C.A.) (Open Meetings Law), "The City Council may meet in a Closed Executive Meeting pursuant to provisions of the Open Meetings Law, Chapter 551, Government Code, V.T.C.A. in accordance with the authority contained in the following sections":

Council convened into Executive Session at 9:53 p.m.

- G.0 Executive Session:
- G.1 Section 551.071 (1)(A) And (2) Consultation With Attorney Concerning Legal Matters Covered By The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas.
a. Legal Issues Concerning City Charter Amendments And Charter Amendments Election.
- G.2 Section 551.072 Deliberation Concerning The Purchase, Exchange, Lease Or Value Of Real Property
a. Legal Issues Concerning Negotiations For The Purpose Of Purchasing Real Property For A City Hall Complex.

The Council Reconvenes into General Session.

OPEN MEETING

Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session.

- H.0 Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session
Council reconvened from Executive Session into Open Meeting at 10:03 p.m.

No action taken on any items discussed in Executive Session.

H.1 Mayor And Council Closing Comments.
Councilmember Dale requested two future agenda items for the sale of the current City Hall and other City facilities, and for an item related to Council's Strategic Goal for a Williamson County Transportation Summit.

H.2 Adjournment.
Mayor Lemon adjourned the meeting at 10:05 p.m.

PASSED AND APPROVED THIS 24TH DAY OF MARCH, 2011.

Robert S. Lemon, Mayor

ATTEST:

LeAnn M. Quinn, City Secretary



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. C.1

Second Reading And Approval Of An Ordinance Suspending The Implementation Of The Interim Rate Adjustment For Infrastructure Construction And Improvements Under Section 104.301 Of The Texas Utilities Code By Texas Gas Service.

Commentary:

Texas Gas Service (TGS) has filed for a Gas Reliability Infrastructure Program (GRIP) as provided by law for the recovery of costs associated with infrastructure construction and improvements. As with previous TGS filings, the cities of Austin, Cedar Park, Kyle, Rollingwood, Sunset Valley and Westlake Hills are involved, with the City of Austin taking the lead and expense, of engaging the services of Marilyn Fox of Fox, Smolen & Associates to examine the filings in detail and give recommendations.

In order to provide sufficient time for the filing review and prevent an automatic approval it is necessary for Cedar Park to suspend the filing for forty five days from and after April 11, 2011, the current effective date of the cost adjustment increase. The attached ordinance accomplishes this for the City.

Fiscal Impact

Account No.:

Budget

Budget/Expended:

Associated Information:

ORDINANCE NO. _____

AN ORDINANCE SUSPENDING THE IMPLEMENTATION OF THE INTERIM RATE ADJUSTMENT UNDER SECTION 104.301 OF THE TEXAS UTILITIES CODE BY TEXAS GAS SERVICE COMPANY WITHIN THE CITY OF CEDAR PARK, TEXAS, PENDING HEARING AND DECISION BY THE CITY COUNCIL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, on February 10, 2011, Texas Gas Service Company (“TGS” or the “Company”) filed with the City of Cedar Park (the “City”) an interim rate adjustment and associated Rate Schedule IRA that would allow the Company to recover the incremental costs of new investment it has made within its Central Texas Service Area (“CTXSA”). Parallel requests were filed by TGS that same day with all six municipalities (Austin, Cedar Park, Kyle, Rollingwood, Sunset Valley and West Lake Hills) in the CTXSA. If applied on a total system basis for the entire CTXSA (all six municipalities and their environs), the proposed rate and tariff changes would allow the Company to recover its capital invested in the CTXSA from October 1, 2008, through December 31, 2010, in the amount of \$9,466,027; and

WHEREAS, TGS proposed an effective date of April 1, 2011 for said interim rate adjustment and Rate Schedule IRA to become operative; and

WHEREAS, in support of said interim rate adjustment and Rate Schedule IRA TGS has submitted the requisite supporting documentation, including Schedules, Earnings Report, and Investment Reports; and

WHEREAS, pursuant to Texas Utilities Code § 104.301(a), the City is authorized to suspend the implementation of said interim rate adjustment and Rate Schedule IRA for a period not to exceed 45 days beyond the effective date proposed by the Company; and

WHEREAS, the City Council hereby finds that it requires additional time to review and consider the IRA tariff and supporting documentation filed by the Company;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. The implementation of the interim rate adjustment and associated Rate Schedule IRA filed by TGS, and the Company’s proposed effective date of April 11, 2011, shall be and hereby are **SUSPENDED** within the City of Cedar Park pursuant to Section 104.301(a) of the Texas Utilities Code for 45 days beyond said date (that is, through May 26, 2011), or until adoption by the City Council of a final ordinance addressing the implementation of the Company’s interim rate adjustment and IRA tariff, whichever shall first occur.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Cedar Park at a regular meeting on the 10th day of March, 2011, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Cedar Park at a regular meeting on the 24th day of March, 2011, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Robert S. Lemon, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. D.1
A Resolution Approving And Accepting The Rules And Procedures For The Arts Advisory Board.

Commentary:

This agenda item adopts Rules and Procedures for the City's Arts Advisory Board. The proposed Rules were drafted to be consistent with the Rules and Procedures adopted by other Boards and Commissions, notably the Tourism Advisory Board. The City Attorney's office has reviewed the proposed Rules document and approved it as to form and content.

On March 2, 2011 the Arts Advisory Board, by a unanimous vote of members present, recommended City Council of the proposed Rules and Procedures.

Fiscal Impact

Account No.:

Budget

Budget/Expended:

Legal Certifications

Associated Information:

- March 7, 2011 transmittal and recommendation letter from Board Chair Sheela Goodrich
- Proposed Rules and Procedures (attached to resolution)



March 7, 2011

Honorable Mayor Robert Lemon and City Council

Re: Arts Advisory Board Rules of Procedure

Dear Mayor Lemon,

The Arts Advisory Board at its March 2, 2011 meeting, considered the proposed Rules of Procedure that follow this letter. The rules, which have been reviewed by the City Attorney's office, establish procedures for conduct of Board meetings and activities.

Following its review, the Arts Advisory Board, by a unanimous vote of members present, recommended City Council approval of the proposed rules document.

Respectfully submitted,

Sheela Goodrich,
Chair, Arts Advisory Board

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, ADOPTING RULES AND PROCEDURE AS APPROVED AND RECOMMENDED BY THE ARTS ADVISORY BOARD; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, On March 2, 2011 the City of Cedar Park Arts Advisory Board voted to approve Rules and Procedures for said Arts Advisory Board; and

WHEREAS, City Council finds said rules to be consistent with applicable provisions of State law, City of Cedar Park Ordinances and City Council policies:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, THAT:

SECTION 1. That the City Council of the City of Cedar Park hereby accepts and approves the Rules and Procedures of the Arts Advisory Board as approved by the City of Cedar Park Arts Advisory Board on March 2, 2011 and as further set forth and attached hereto.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Robert S. Lemon, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney

RULES AND PROCEDURES ARTS ADVISORY BOARD

Rule 1.1 Regular Meetings. Regular meetings of the Arts Advisory Board will be held on the first Wednesday of each month, beginning at 6:30 p.m. Public notice of all regular meetings of the Arts Advisory Board shall be given as required by the Texas Open Meetings Act, Section 551.001 *et seq.* of the Government Code.

Rule 1.2 Special Meetings. Special meetings of the Arts Advisory Board may be held on such dates and at such times as called by the Chairman or, in his/her absence, the Vice Chairman. Public notice of all special meetings of the Arts Advisory Board shall be given as required by the Texas Open Meetings Act, Section 551.001 *et seq.* of the Government Code.

Rule 1.3 Work Sessions. Arts Advisory Board work sessions may be held at such time as the Board determines necessary and will generally commence at 6:30 p.m. Such work sessions may coincide with regular meetings of the Arts Advisory Board however work sessions may be held at such other times as may be necessary or beneficial. Public notice of all Arts Advisory Board work sessions shall be given as required by the Texas Open Meetings Acts, Section 551.001, *et seq.* of the Government Code.

Rule 1.4 Retreats, Seminars. The Arts Advisory Board may hold retreats or seminars in lieu of the regular meetings or work sessions. Public notice of all Arts Advisory Board retreats or seminars shall be given as required by the Texas Open Meetings Act, Section 551.001, *et seq.* of the Government Code.

Rule 1.5 Joint Meetings. The Arts Advisory Board may hold joint meetings with the City Council or other boards, commissions or task forces in addition to their other meetings. Public notice of all joint meetings shall be given as required by the Texas Open Meetings Act, Section 551.001, *et seq.* of the Government Code.

Rule 1.6 Location of Meetings and Work Sessions. All regular meetings, special meetings, joint meetings and work sessions of the Arts Advisory Board shall be held at the Cedar Park Public Library, Cedar Park Recreation Center or the Cedar Park City Hall unless the Chairman (a) determines that an irresolvable scheduling conflict exists in the use of the Cedar Park Public Library, Cedar Park Recreation Center or the Cedar Park City Hall and (b) promptly notifies the Arts Advisory Board members of choice of an alternate location.

Rule 1.7 Delivery of Minutes to City Secretary. The Arts Advisory Board shall promptly deliver to the City Secretary all minutes of regular meetings, special meetings, joint meetings, work sessions, and retreats upon approval thereof.

Rule 1.8 Arts Advisory Board Reports. The Chairperson of the Arts Advisory Board or his/her designee shall report to the City Council on the activities of the Arts Advisory Board at such time as may be directed by the City Council.

Rule 1.9 Policy Directives. The City Council is ultimately responsible for the establishment of City's policies. The Arts Advisory Board is cognizant of the City Council's primary responsibility to establish, approve, disapprove, or modify the City's policies. The Chairman of the Arts Advisory Board shall ensure that any proposed policy directive initiated by the Board is reported to and approved by the City Council before issuance of any such policy directive.

Rule 1.10 Rules and Procedure. Upon an affirmative vote, these Rules and Procedures, and any amendments thereto, shall be forwarded to the City Council for their review and approval. Upon the City Council's approval, the Rules and Procedures, or any amendments thereto, shall become effective.

Rule 1.11 Attendance. A position on the Arts Advisory Board shall become vacant if a Member fails to attend either: a) three (3) consecutive; or b) more than fifty percent (50%) of all Arts Advisory Board meetings during any twelve (12) month period from appointment or reappointment without being excused by vote the Board. Absence from any Board meeting shall be excused only for reasons of personal illness or immediate family emergencies. Attendance shall be taken and noted by the Chairman at the beginning of all meetings with notations as to whether a Member's absence is excused or not. No absence shall be considered by the Board to be excused unless, prior to the meeting, the Member contacts either the City's Arts staff or the Chairman and indicates such request and the reason for such request.

Chapter 2: Agenda

Rule 2.1 Preparation of the Agenda. The Chairman or, in his/her absence, the Vice Chairman is responsible for preparing or ensuring the preparation of the Agenda for each meetings, work session, retreat, or seminar.

Rule 2.2 Agenda Categories for Board Meetings: For each Arts Advisory Board meeting, the Agenda may contain any of the following categories:

- a. Call to Order;
- b. Roll Call;
- c. Approval of Minutes;
- d. Citizen Communication;
- e. Board Members' Opening Comments;
- f. Discussion and Possible Action on Policy and Procedures;
- g. Consent Agenda;
- h. General Discussion Items
- i. Staff Presentations;
- j. General Training
- k. Executive Session;

- l. Possible action on Executive Session matters;
- m. Members and Staff Closing Comments; and
- n. Adjournment.

The categories listed above are demonstrative and are not meant or intended to be exclusive.

Rule 2.3 Consent Agenda. Any item on the Consent Agenda shall be removed at the request of a single Member. A request for removal from the Consent Agenda may be made (a) in writing directed to the Chair and distributed to the Arts Advisory Board; or (b) verbally during Members' Opening Comments. Any item removed from the Consent Agenda shall be considered as a separate action item at the meeting on which such item appears on the Consent Agenda.

Rule 2.4. Placement of Agenda Items by Board Members. Any Arts Advisory Board Member may request the placement of any item on the Agenda. Any Agenda item so requested shall bear the requesting members name on each occasion at which the item appears on the Agenda. A Member may request the placement of any item on the Agenda: (a) during Opening Comments or Members and Staff Closing Comments; or (b) in writing directed to the Chairman.

Rule 2.5 Public Availability of Agenda. In addition to the requirements of the Texas Open Meetings Act, Section 551.001, *et seq.* of the Government Code, the Arts Advisory Board Agenda and supporting materials, excluding exempt materials, shall be made available to any member of the public who requests same. However, any member of the public requesting the Arts Advisory Board Agenda and supporting materials, excluding exempt materials, shall pay all costs associated with the reproduction of the Arts Advisory Board Agenda and/or supporting materials, excluding exempt materials, in accordance with the standards established by the General Services Commission. The Arts Advisory Board Agenda shall also be made available to the public on the City's internet website.

Rule 2.6 Description of Certain Agenda Items. For each Agenda item requiring consideration and/or action by the Arts Advisory Board, excluding items on the Executive Session Agenda, the Agenda shall (a) reflect a brief substantive description of the matter for consideration and/or action, (b) identify the staff resource person(s) responsible for the item, and (c) if appropriate, provide a staff recommendation or proposal for action.

Chapter 3: Conduct of Meetings

Rule 3.1 Officers. The Officers of the Arts Advisory Board shall consist of a Chair, vice-chair, and secretary. The Officers of the Board shall be elected on an annual basis by majority vote of the Arts Advisory Board at the first meeting following Council appointments/reappointments. Terms of office shall be one (1) year. An officer may be reelected for an additional one year term but no individual shall serve for more than two (2) consecutive terms. All officers shall be subject to removal from office at any time by a vote of the majority of the entire Board. A vacancy in the office of any officer shall be filled by a vote of a majority of the Board.

Rule 3.2 Powers and Duties of the Chair. The Chair shall preside at all meetings of the Arts Advisory Board. He or she shall have the power to sign and execute all appropriate documents as the Chair of the Arts Advisory Board. He or she shall have general and active management of the business of the Board and shall perform all the duties usually incident to the office of the Chair. If the Secretary is unable to attend any meeting, the Chairman or Vice Chairman may appoint an acting Secretary for purposes of such meeting.

Rule 3.3 Vice-Chair. The vice-chair shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the Chair during that officer's absence or inability to act. Any action taken by the vice-chair in the performance of the duties of the chair shall be conclusive evidence of the absence or inability to act of the chair at the time such actions was taken.

Rule 3.4 Secretary. The secretary shall attest to the minutes of all meetings of the Arts Advisory Board and cause such minutes to be maintained in books provided for that purpose; shall provide all notices; may sign with the Chair, or vice-chair, in the name of the Board, all appropriate documents; and shall in general perform all the duties incident to the office of secretary. Copies of the executed minutes of the Board shall be filed with the city secretary of the City. Official Records of the Board, including agenda and minutes of all Arts Advisory Board meetings shall be maintained and on file in the office of the Arts Director and/or his/her designee.

Rule 3.5 Rules of Procedure. The Arts Advisory Board shall determine its own rules of procedure, voting, and order of business except that, upon request of any member, the most current form of Roberts Rules of Order shall be followed for the designated item before the Board. A standard procedural format shown as Exhibit A is attached hereto and adopted by reference as part of these Rules and Procedures. (Resolution PZ-R-06-001 adopted 3/21/06)

Rule 3.6 Parliamentarian. The City Attorney or any Assistant City Attorney shall serve as parliamentarian for the Arts Advisory Board, who shall construe all applicable procedural rules liberally.

Rule 3.7 Applicant Discussions. Individual Members shall not meet with or discuss with any Applicant issues subject to the regulation or authority of the Arts Advisory Board except within the confines of properly posted and noticed meetings.

Rule 3.8 Applicant Presentation. With the exception of the Consent Agenda, Applicant, or his/her agent, shall make any presentation necessary for a public hearing or before consideration of a possible action item. Unless modified by the Arts Advisory Board such presentation shall follow any presentation made by City staff.

Rules 3.9 Presentation by City Staff. With the exception of the Consent Agenda, City staff shall make any presentation necessary for a public hearing or before consideration of a possible action item.

Rule 3.10 Written Presentation by City Staff. For each request submitted to the Arts Advisory Board for consideration and action, the following material shall be provided to the Board: applicant's documents, staff report and any written citizen communications received by staff.

Rule 3.11 Public Presentation. During any public hearing on any matter before the Arts Advisory Board, and after any presentation by the Applicant, or his/her agent, and City staff, any other member of the public who desires to address the Board may do so, provided that (a) he/she limits such presentation to three (3) minutes, and (b) he/she fills out and presents a registration card for each Agenda item prior to addressing the Arts Advisory Board.

Rule 3.12 Citizen Communications. Any member of the public who desires to address the Arts Advisory Board during Citizen Communication may do so, provided that (a) he/she limits such presentation to three (3) minutes, and (b) he/she fills out and presents a registration card identifying the topic on which he/she desires to address the Arts Advisory Board.

Rule 3.13 Registration Card. The registration card referred to in Rules 3.11 and 3.12 shall include the following information: (a) full name; (b) business or residential address; (c) business or residential telephone number; (d) representation; (e) Agenda item or topic; and (f) brief statement of position [e.g. for or against an Agenda item or summary of communication].

Rule 3.14 Expansion of Time for Public Presentation and Citizen Communications. The Chairman may expand the time limit set forth in Rules 3.11 and 3.12 for up to an additional three (3) minutes if the presenter requests an extension unless a Board member objects. In the event of a Board member's objection to a request for extension, the Board shall vote to approve or disapprove the request for extension.

Rule 3.15 Time Keeper. The City Attorney, any Assistant City Attorney, or the Board's Secretary shall serve as time keeper for any public presentation made to the Arts Advisory Board.

Rule 3.16 Repetitive Presentations. The Chairman may deny any presenter the opportunity to address the Board if the presentation made or offered is repetitive of a presentation previously made.

Rule 3.17 Board Vote. The Board Secretary or his/her assignee shall maintain, and the minutes shall reflect, the votes made by the Arts Advisory Board in open meeting.

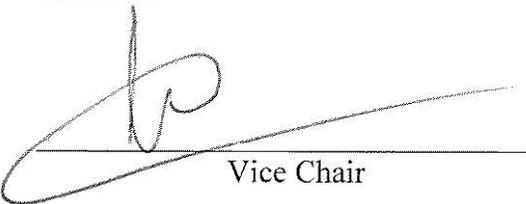
- (a) Consent Agenda. The Arts Advisory Board shall vote on the Consent Agenda by voice vote or by a show of hands as directed by the Chairman.
- (b) Separate Action Items. All votes shall be by show of hands, unless a motion for a division of the assembly is approved by the Arts Advisory Board. In the event of a division of the assembly, the Board Secretary or his/her assignee shall poll the Arts Advisory Board as directed by the Chairman.
- (c) An affirmative vote of four (4) Board members is required for approval of an item and any Board recommendation to City Council.

Rule 3.18 Executive Session; Certified Agenda. All executive sessions shall be recorded by certified agenda in conformity with Section 551.001, *et seq.* of the Government Code.

PASSED AND APPROVED this 2rd day of March, 2011.


Chair

ATTEST:


Vice Chair

**Rules and Procedures
Arts Advisory Board**

Exhibit A

Procedural Format

Citizens Communications

Citizens Communications are to provide an opportunity for any individual in attendance to speak on an item that is not on the posted agenda. (Since this is a “non-posted item” no discussion or dialog on the part of the Board may occur.)

Consent Agenda

Chair reads the following statement regarding the Consent Agenda.

“Items on the consent agenda are technical or procedural issues. All items posted on the consent agenda will be acted upon with a single motion, will include all staff recommendations and will not have any further discussion. If anyone wishes to discuss an item or have separate consideration of an item now posted on the consent agenda, they may ask that it be removed for individual action. The consent agenda this evening consists of _____ items, shown as agenda items _____ through _____. Is there anyone present who wishes to remove an item from the consent agenda for separate consideration?”

(If an item is to be removed, the requestor must state the item number and caption before it can be withdrawn from the consent agenda).

If not, Chair accepts motion to approve consent agenda, second, and calls for vote.

(Any item (s) removed from the Consent Agenda is/are to be called up immediately after approval of remaining consent agenda items and acted on individually and in order)

Public Hearing and Board Recommendations

(Chair calls up each item as listed on the Agenda)

Standard Order of Business

- Chair recognizes Staff for opening presentation
- Applicant and/or designated agent may address the Board
- Board Members may ask question & request clarifying information from staff and/or applicant.

Chair closes the Regular Session and Opens the Public Hearing

- Chair Call speakers from sign up sheet or registration card (3 minutes per speaker) Chair shall limit speakers to those providing new information. Individuals with no new information shall be permitted to state their name and whether they are for or against the issue.
- Chair asks if anyone in the audience wishes to speak (3 minutes per speaker and must fill out a registration card.

(The Chair may extend the time limit for a speaker by an additional 3 minutes upon request and without objection of a Board member. In the event of objection, the Board, by majority vote of those present and voting, may extend the time up to a maximum of three minutes. A speaker may receive only one extension of time)

Chair closes the Public Hearing and reopens Regular Session

- Chair recognizes Applicant and/or agent for comments (3 minutes)
- Chair recognizes staff for closing comments (3 minutes)

Chair entertains a motion and second.

Board members may engage in discussion related to the motion but may only ask for clarifying information from staff or applicant.

Chair calls for vote on the motion.

(Chair may call for a show of hands or roll call vote. A concurring vote of four (4) members of the Arts Advisory Board shall be necessary to submit a recommendation to City Council.)



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. D.2
A Resolution Authorizing A Special Permit To Hold A Chili Cook-Off And Trade Show At Milburn Park

Commentary:

Sharon Swan from Central Texas Associated Builders and Contractors, Inc. is requesting a special permit to allow a Chili Cook-Off and Trade Show at Milburn Park on Thursday, April 7, 2011. They have rented the pavilion for the day and will also utilize the lawn area in front. Admission is free for the event however fees do apply for chili entries and tradeshow booths. The event will take place from 9:00 am to 6:00 pm on that date and will include an estimated 150 participants.

Article 8.03 of the City regulations pertaining to conduct in parks and playgrounds requires a special permit for this type of activity. Staff respectfully requests Council approval of a special permit for this event.

The permit application and flyer are attached.

Fiscal Impact

Account No.:

Budget

Budget/Expended:

Associated Information:



**CEDAR
PARK**

Application for Special Use in Parks
City of Cedar Park – Parks & Recreation Department
1435 Main Street ♦ Cedar Park, TX 78613
(512) 401-5500 ♦ Fax (512)260-1661

APPLICANT INFORMATION

Applicant's Name Associated Builders and Contractors
Address 3006 Longhorn Blvd, Ste 104 City & Zip Austin 78758
Home Phone _____ Work Phone 512-719-5263 E-mail Address sharon@abccentral
Contact Organization's Name (if applicable) Sharon Swan Phone Number 512-719-5263
Organization's Address _____ City & Zip _____

EVENT INFORMATION

Type of Event Chili Cook Off & Trade Show Date of Event 4-11
Name of Park Elizabeth Milburn Location in Park Pavillion + front lawn
Time Event Begins 9 AM Time Event Ends 1pm Number of Participants 125-150

Will participants be charged? Yes No If so, how much? Free Admission; Cook-off & booths \$50

Describe in detail all activities planned (please attach another sheet of paper, if necessary).
Chili Cook Off, Trade Show, lunch meal, horseshoes/washers, networking, photo booth, judging, awards ceremony,

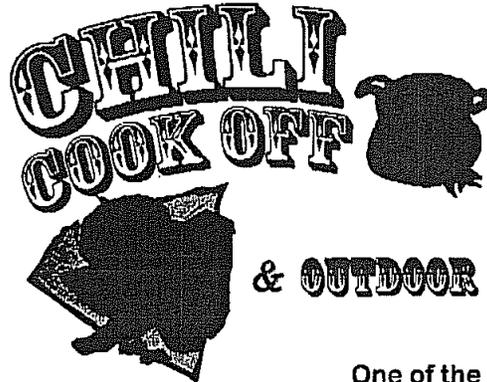
Will any type of sound amplifying equipment be used at the event (other than personal radios, tape players, etc.)? Yes No
If so, please explain what type of equipment will be used. mic & amplifier for awards ceremony & announcements

Will the event include live musical entertainment? Yes No If yes, please explain what type of live music. _____

List any variances required from Park Rules & Regulations that have not been addressed on this application. _____

Will the event interfere with or detract from the general public's enjoyment? Yes No
Will the event interfere with or detract from the promotion of public health, welfare, safety and recreation? Yes No
Is violence, crime or disorderly conduct anticipated as part of the event? Yes No
Will the event entail extraordinary or burdensome expense or police operation by the City? Yes No
Is there a conflict with another scheduled activity? Yes No
* If you replied "Yes" to any of the above questions, please explain. _____

Applicant's Signature Sharon Swan Date 3/4/11



When: Thursday, April 7, 2011
12-4 pm

Where: ????????

What: Chili Cook Off
Construction Trade Show
Networking
Free Food
Music/Entertainment
Free Photo Booth
Door Prizes

Costs: Admission – Free
Chili Team - \$50
Trade Show Booth - \$50

Sponsorship Opportunities
Available

& OUTDOOR TRADE SHOW

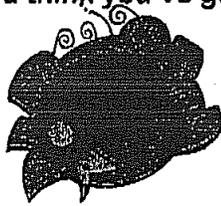
One of the **HOTTEST**
Events of the year!
Whether you want to
Cook & Compete, Be a Part of
our Annual Trade Show . . . or
just Want to Eat, you're bound
to have a whole lotta fun!



We are changing things up this year. We are having the 2011 Annual Trade Show outside and will be including a Chili Cook off. It's an opportunity to showcase your company in a trade show setting and meet others in the industry.



If you think you've got a chili recipe that can beat everybody else's, then the **ABC Central Texas Chili Cook Off and Outdoor Trade Show** is the place to prove it. This would be a great team building experience for your employees to work together to **BUILD** a great pot of chili.



Trophies will be awarded to the 1st, 2nd and 3rd place and People's Choice winner for Chili and an award will be given for the best Trade Show Booth.

Special thanks to our s ponsors:

	Construction Metal Products			
Recon Services	A Clean Portoco		Architectural Div 8	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING THE APPROVAL OF A SPECIAL PERMIT FOR A CHILI COOK-OFF AND TRADE SHOW AT MILBURN PARK; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. That the special permit for the Chili Cook-Off and Trade Show on April 7th at Milburn Park is hereby approved.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Robert S. Lemon, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. D.3
A Resolution Authorizing A Special Permit To Hold A Divisional Swim Meet At Milburn Park/Pool.

Commentary:

William Griffith from the Cedar Park Typhoons Swim Team is requesting a special permit to allow a Divisional Swim Meet at Milburn Park/Pool on Saturday, July 9th, 2011. The Typhoons will rent the pool for the meet as well as rent the pavilion for the awards after. The meet will take place from 7:00 am to 2:00 pm on that day. Meet set-up will take place prior to 7:00 am and all swimmers will vacate the pool area by 2:00 pm. Regular hours of operation for the Milburn pool would include a 1:00 pm opening to the public. The team has agreed to help with posting and distributing information regarding the one hour delayed opening on that day.

Article 8.03 of the City regulations pertaining to conduct in parks and playgrounds requires a special permit for this type of activity. Staff respectfully requests Council approval of a special permit for this event.

The permit application is attached.

Fiscal Impact

Account No.:

Budget

Budget/Expended:

Associated Information:



**CEDAR
PARK**

Application for Special Use in Parks
City of Cedar Park – Parks & Recreation Department
1435 Main Street ♦ Cedar Park, TX 78613
(512) 401-5500 ♦ Fax (512)260-1661

APPLICANT INFORMATION

Applicant's Name William Griffin
Address 813 Bogart Rd City & Zip 78613
Home Phone 512-736-3384 Work Phone same E-mail Address rettgriffin@gmail.com
Organization's Name (if applicable) Cedar Park Typhoons Swim Team Phone Number same as above
Organization's Address same as above City & Zip same as above

EVENT INFORMATION

Type of Event Divisional swim meet Date of Event July 9, 2011
Name of Park Elizabeth Milburn Pool Location in Park Pool
Time Event Begins 4am Time Event Ends 2pm Number of Participants 300+
Will participants be charged? Yes No If so, how much? _____

Describe in detail all activities planned (please attach another sheet of paper, if necessary). _____

swim meet will consist of contestants swimming events within the main pool. We will move our awards ceremony to the pavilion (previously reserved) for any and all post events

Will any type of sound amplifying equipment be used at the event (other than personal radios, tape players, etc.)? Yes No
If so, please explain what type of equipment will be used. standard PA equipment used for the announcer to start events and keep flow of meet.

Will the event include live musical entertainment? Yes No If yes, please explain what type of live music. _____

List any variances required from Park Rules & Regulations that have not been addressed on this application. _____

only the additional time addressed below

Will the event interfere with or detract from the general public's enjoyment? Yes No
Will the event interfere with or detract from the promotion of public health, welfare, safety and recreation? Yes No
Is violence, crime or disorderly conduct anticipated as part of the event? Yes No
Will the event entail extraordinary or burdensome expense or police operation by the City? Yes No
Is there a conflict with another scheduled activity? Yes No

* If you replied "Yes" to any of the above questions, please explain. The normal operation of milburn pool is scheduled to open @ 1pm. We are requesting that it open @ 2pm.

Applicant's Signature [Signature] Date 2-24-11

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING THE APPROVAL OF A SPECIAL PERMIT FOR A DIVISIONAL SWIM MEET AT MILBURN PARK/POOL; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. That the special permit for the Divisional Swim Meet on July 9th at Milburn Park/Pool is hereby approved.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Robert S. Lemon, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. D.4
A Resolution Authorizing A Special Permit To Hold A Rollerblade Competition At Brushy Creek Sports Park.

Commentary:

Kevin Little from Donate and Skate is requesting a special permit to allow a rollerblade competition at the Brushy Creek Sports Park Skatepark on Saturday, April 16th. The event will utilize selected features within the skatepark and the facility will remain open to the public during the event. The competition will take place from 2:00 to 7:00 pm on that date and will have an estimated 20 to 40 participants. Competitors will donate used skates as entry fees and these will be distributed to youth in the Cedar Park area.

Article 8.03 of the City regulations pertaining to conduct in parks and playgrounds requires a special permit for this type of activity. Staff respectfully requests Council approval of a special permit for this event.

The permit application is attached.

Fiscal Impact

Account No.:

Budget

Budget/Expended:

Associated Information:



CEDAR PARK

Application for Special Use in Parks
City of Cedar Park - Parks & Recreation Department
1435 Main Street ♦ Cedar Park, TX 78613
(512) 401-5500 ♦ Fax (512)260-1661

APPLICANT INFORMATION

Applicant's Name Kevin M. Little
Address 3009 Chestnut St. City & Zip San Angelo, TX 76901
Home Phone 325-227-7854 Work Phone 325-224-6171 E-mail Address Sicapparel@gmail.com
Organization's Name (if applicable) Donate and Skate Phone Number 325-227-7854
Organization's Address 3009 Chestnut St. City & Zip San Angelo, TX 76901

EVENT INFORMATION

Type of Event Rollerblade contest / Charitable event Date of Event 4-16-2011
Name of Park Cedar Park Skatepark Location in Park Will utilize certain obstacles in the park, we won't use the whole space
Time Event Begins 2 PM Time Event Ends 6-7 PM Number of Participants 20-50
Will participants be charged? Yes No If so, how much? * Participants will donate skates or part

Describe in detail all activities planned (please attach another sheet of paper, if necessary). We will be having a rollerblade contest where the entrance "charge" is to donate a pair of used skates or skate parts. The donations will be given to needy children interested in rollerblading, but cannot afford new skates.

Will any type of sound amplifying equipment be used at the event (other than personal radios, tape players, etc.)? Yes No
If so, please explain what type of equipment will be used. We will be using a mega-phone to announce the contest results, and possibly a PA system to play music

Will the event include live musical entertainment? Yes No If yes, please explain what type of live music. _____

List any variances required from Park Rules & Regulations that have not been addressed on this application. _____

- Will the event interfere with or detract from the general public's enjoyment? Yes No
- Will the event interfere with or detract from the promotion of public health, welfare, safety and recreation? Yes No
- Is violence, crime or disorderly conduct anticipated as part of the event? Yes No
- Will the event entail extraordinary or burdensome expense or police operation by the City? Yes No
- Is there a conflict with another scheduled activity? Yes No
- * If you replied "Yes" to any of the above questions, please explain. _____

Applicant's Signature Kevin M. Little Date 3-3-2011

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING THE APPROVAL OF A SPECIAL PERMIT FOR A ROLLERBLADE COMPETITION AT BRUSHY CREEK SPORTS PARK; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. That the special permit for the Rollerblade Competition on April 16th at Brushy Creek Sports Park is hereby approved.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Robert S. Lemon, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. D.5

A Resolution Authorizing And Directing The Mayor To Execute An Economic Development Performance Agreement With The Cedar Park Community Development (4B) Board And Walter Blount Investments, L.L.C. And Vanshire, L.P. To Provide An Economic Development Incentive For The Reimbursement Of Roadway Infrastructure Improvements On County Road 180 At The Intersection With East New Hope Drive In An Amount Not To Exceed \$150,000.

Commentary:

The purpose of this Resolution is to authorize the Mayor to execute an Economic Development Incentive Project Agreement between the Community Development (4B) Board and Walter Blount Investments, L.L.C. and Vanshire, L.P.. The Agreement provides for the reimbursement of expenses for the construction of roadway infrastructure improvements on CR 180 at the intersection of East New Hope Drive.

Subject to terms of the Agreement, Walter Blount Investments, L.L.C. and Vanshire, L.P. as developers of an economic development project adjacent to CR 180 and East New Hope Drive will construct or cause to be constructed improvements to CR 180 in order to provide safe and convenient access to their development. These improvements are to be completed no later than twelve (12) months from the effective date of the Agreement in conformity will all applicable government regulations or requirements, including city ordinances, codes and standards.

Reimbursement of actual expenses for the construction of the roadway infrastructure improvements, not to exceed \$150,000.00, will be paid when the improvements are completed and accepted by the City. This will be a one time expenditure based on the actual costs of construction, not to exceed the \$150,000.00 as set forth in the Agreement.

This project will further enhancing the City's *ad valorem* tax base while providing an attractive and viable destination for the community. This will provide new employment opportunities within the City, contribute to the overall economic development of the City, and provide a unique community entertainment and dining opportunity.

On December 14, 2010 the 4B Board approved the project for funding consideration with funding not to exceed \$150,000. The Board also authorized staff to proceed with Publication of a Project Notice. The notice was published in the Hill Country News on Thursday, December 23, 2010 per authorization of the Board. A Notice of Public Hearing was also published on December 23rd, 2010.

The 4B Board conducted a Public Hearing on the Project on January 11, 2011. No public comment was received.

On March 8, 2011, the 4B Board voted to approve the 4B Resolution to authorize the President of the Board to execute the Agreement with Walter Blount Investments, L.L.C. and Vanshire, L.P. for reimbursement of roadway infrastructure improvements and submit the Resolution and Agreement to City Council with a recommendation for approval.

Copies of the Board Resolution (4B-R-11-002) and the Agreement are attached for reference.

City Manager's Remarks

Fiscal Impact

Account No.:

Budget

Budget/Expended:

Legal Certifications

Associated Information:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT WITH THE CEDAR PARK COMMUNITY DEVELOPMENT (4B) CORPORATION AND WALTER BLOUNT INVESTMENTS, L.L.C. AND VANSHIRE, L.P. TO PROVIDE AN ECONOMIC DEVELOPMENT INCENTIVE FOR THE REIMBURSEMENT OF ROADWAY INFRASTRUCTURE IMPROVEMENTS ON COUNTY ROAD 180 AT THE INTERSECTION WITH EAST NEW HOPE DRIVE IN AN AMOUNT NOT TO EXCEED \$150,000.00

WHEREAS, the City of Cedar Park, in cooperation with the Cedar Park Community Development (4B) Corporation and Walter Blount Investments, L.L.C. and Vanshire, L.P. desires to participate with the City of Cedar Park to provide an economic development incentive for the reimbursement of roadway infrastructure improvements on CR 180 at the intersection with East New Hope Drive;

WHEREAS, the 4B Corporation Board of Directors has approved and authorized the expenditure of 4B funds to provide for said incentives in an amount not to exceed \$150,000.00 with such funds coming from the Corporation's budget for Economic Development Projects; and

WHEREAS, the 4B Corporation Board of Directors has authorized the President of the Corporation to execute an Agreement with the City of Cedar Park and Walter Blount Investments, L.L.C. and Vanshire, L.P. and recommends the Agreement to the City Council of the City of Cedar Park for concurrence so that funds can be expended to provide for the reimbursement of construction of said improvements as set forth in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. The Cedar Park City Council hereby authorizes and directs the Mayor to execute an Economic Development Performance Agreement with the Cedar Park Community Development (4B) Corporation and Walter Blount Investments, L.L.C. and Vanshire, L.P. for the expenditure of 4B funds in an amount not to exceed \$150,000.00 to provide an economic development incentive for the reimbursement of roadway infrastructure improvements on CR 180 at the intersection with East New Hope Drive.

SECTION 2. It is hereby officially found and determined that the meeting at which this resolution was passed was open to the public as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

CITY OF CEDAR PARK, TEXAS

Robert S. Lemon, Mayor

ATTEST:

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney

Resolution No. 4B-R-11-002

State of Texas §
 §
County of Williamson §

WHEREAS, the City of Cedar Park Community Development Corporation (the "4B Corporation") seeks to undertake a project in an amount not to exceed \$150,000 to stimulate economic development by providing funding for the construction of mobility, congestion, safety, and other community enhancement improvements consisting of the reconstruction of the full roadway cross section of County Road 180 extending from New Hope Drive north approximately 300 feet, in conformity with The Development Corporation Act, as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CEDAR PARK COMMUNITY DEVELOPMENT CORPORATION:

THAT the Cedar Park Community Development Corporation hereby recommends that the City Council for the City of Cedar Park approve funding for the construction of mobility, congestion, safety, and other community enhancement improvements at the intersection of East Whitestone Boulevard and North Vista Ridge Boulevard in an amount not to exceed \$150,000.

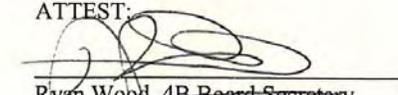
CONSIDERED AND APPROVED on the 8th day of March, 2011, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et seq., of the Government Code.



Brian Rice, 4B Board President

MARIA L. TALAMO
4B Board Vice President

ATTEST:


Ryan Wood, 4B Board Secretary
John A. Miller

**CEDAR PARK COMMUNITY DEVELOPMENT CORPORATION
ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS AGREEMENT is entered into by and between the CEDAR PARK COMMUNITY DEVELOPMENT CORPORATION (“CDC”), and WALTER BLOUNT INVESTMENTS, LLC (“WBI”) and VANSHIRE, LP (“Vanshire”), the joint developers, owners, and/or operators of the Property and Project.

**I.
BACKGROUND**

1.1 Purpose: CDC is the City of Cedar Park’s non-profit corporation organized under Section 4B of the Texas Development Corporation Act of 1979, as amended, whose primary income is from sales tax collected within the City of Cedar Park and dedicated to economic development. CDC exists for the primary purpose of promoting economic development within the City of Cedar Park and the State of Texas in order to eliminate unemployment and underemployment, and to promote and encourage employment and the public welfare of, for, and on behalf of the City of Cedar Park.

1.2 Project: Subject and pursuant to the terms and conditions of this Agreement, WBI and Vanshire are to implement the Project and Public Infrastructure improvements, as more specifically defined herein, in exchange for certain consideration to be paid by CDC, as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, warranties, and agreements of the parties, it is agreed as follows:

**II.
DEFINITIONS**

As used in this Agreement, the following words or phrases shall have the following meanings:

2.1 “CDC” shall mean the City of Cedar Park’s Community Development Corporation, a non-profit corporation organized under Section 4B of the Texas Development Corporation Act of 1979, as amended, whose primary income is from sales tax collected within the City of Cedar Park and dedicated to economic development, and whose address is 600 North Bell Boulevard, Cedar Park, Texas 78613.

2.2 “CDC Agreement” shall mean an agreement between Owners and the CDC (to be approved prior to the time upon which the City Council is asked to approve this Agreement) in which the CDC agrees to reimburse Owners for certain costs related to the construction of the

hg RB md

Public Infrastructure (and any other public infrastructure related to the Project and approved by the CDC) in an amount not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00).

2.3 “CDC Payments” shall mean any payments received by Owners from the CDC pursuant to the CDC Agreement and/or this Agreement as all or a portion of the Economic Development Grant, the total of which shall not to exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00).

2.4 “Certificate of Occupancy” shall mean that final document issued by the City of Cedar Park, Texas, entitled “Certificate of Occupancy” indicating that all applicable codes, regulations, and ordinances enforced by the City of Cedar Park have been unconditionally, fully and completely complied with in all respects. A Certificate of Occupancy shall not include a certificate issued in error, mistake or misrepresentation of facts, nor any temporary or conditional document authorizing temporary or conditional occupancy.

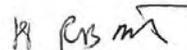
2.5 “City of Cedar Park” or “City” shall mean the governing municipal corporation, the area that is within the city limits of the City of Cedar Park and which is located within Williamson County, Texas.

2.6 “Commence Construction” shall mean (i) plans have been prepared and all approval thereof required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction pursuant to the plans therefore have been issued by all applicable governmental authorities; (iii) a notice to proceed has been issued to the contractor; and (iv) construction on substantial portions of the site development components (such as drainage, extensive grading or utilities) has commenced.

2.7 “Complete”, “Completion”, or “Completed” shall mean the full and timely construction, not partial or Substantial Performance or Compliance, of the Project and Public Infrastructure in accordance with the City codes and site plans submitted to and approved by the City together with final City approval of the Project (Certificate of Occupancy) and acceptance of the Public Infrastructure.

2.8 “Compliance” or “Performance” shall mean timely, fully and completely performing, adhering to, or meeting each and every term, requirement, obligation, performance criteria, duty, condition or warranty as stated in this Agreement. Compliance shall not mean Substantial Compliance or anything less than full Compliance. The parties agree that each and every requirement, obligation, duty, condition or warranty is significant to this Agreement and is an integral part of the Agreement so that a default of any one shall constitute a substantial breach of this Agreement.

2.9 “Continuous Operations” shall mean (i) operation of the Project for Full-Time Operations continuously and without interruption for any reason other than Down Times, and (ii) possession of all personal property and inventory necessary for the operation of the Project in accordance with the standard of operation of comparable facilities.

A handwritten signature in black ink, appearing to be 'RCS' followed by a stylized flourish.

2.10 “Default” or “Act of Default” shall mean failure to timely, fully, and completely comply with one or more requirements, obligations, performance criteria, duties, terms, conditions or warranties, as stated in this Agreement and for the entire term of this Agreement. Partial compliance or Substantial Compliance is an Act of Default.

2.11 “Down Times” shall mean temporary cessation of operation of areas or all or substantially all of the Project for, and only for, limited periods of time for the limited purpose of, and only for the limited purpose of, one or more of the following circumstances for the applicable period specified below:

(a) during the period following any fire or other casualty or condemnation or other exercise by a governmental authority of the power of eminent domain, to the extent, and only to the extent, necessary to adjust the claim and take other actions related to the repair and restoration of the facility;

(b) as a result of such commercially reasonable interruptions for repairs or remodeling as are incidental to the normal operation of the facility after notice to the City with regard thereto;

(c) during any period required by applicable law, to the extent, and only to the extent, that the necessity of compliance is not the result of Owner’s failure to timely fulfill its obligations under this Agreement;

(d) in keeping with the standard hours of operation of comparable facilities taking into account the seasonal nature of the Project, the fact that operation of portions of the Project are subject to weather conditions, and that some areas of the Project may be booked for events and meetings from time to time; or

(e) during any period of Force Majeure or during any period Owner or any other operator of the Project reasonably deems it is socially irresponsible to operate all or part of the facilities due to circumstances which are not Force Majeure but under which a socially responsible operator would temporarily curtail or cease operations; such as if a pervasive flu or other communicable illness were present or threatened;

Provided, however, that during the Down Times described in clauses (a) through (e) above, Owner shall (i) use its commercially reasonable efforts to minimize the disruption of such Down Time and (ii) use its commercially reasonable efforts to minimize the disruption to the areas of the facility which remain open to the public, if any, and the services, aesthetic appearances and public and guest access to and in such portion of the facility.

2.12 “Economic Development Grant” shall mean the agreed total payment to be made by the Community Development Corporation, the amount of which shall not exceed One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00).

2.13 “Effective Date” shall mean the date this Agreement has been signed and approved by all of the parties hereto.

2.14 “Force Majeure” shall mean any act that (a) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so, (b) is beyond the reasonable control of the affected Party, (c) is not due to the affected Party’s fault, negligence or willful misconduct and (d) could not be avoided by the Party who suffers it by the exercise of commercially reasonable efforts (provided that such commercially reasonable efforts shall not require such Party to expend a material amount of money to avoid the acts of giving rise to a Force Majeure).

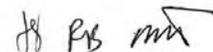
2.15 “Full-Time Operations” shall mean the operation of a full-service, sit down restaurant and entertainment venue located on the Property featuring a staff of not less than three (3) managers, five (5) kitchen staff, three (3) dishwashers, two (2) hostesses, twenty (20) wait staff, and three (3) bartenders; five thousand, five hundred (5,500) square feet of air conditioned space and one thousand, three hundred seventy-five (1,375) square feet of outdoor patio space accommodating a total of three hundred twenty (320) sit down guests; and an outdoor stage for live musical performances for not less than eleven (11) hours a day, seven (7) days a week, for fifty-two (52) weeks every fiscal year, excluding the following recognized national holidays: December 25, January 1, and Thanksgiving Day.

2.16 “Insolvent” or “Insolvency” shall mean failure to timely pay all debts in the ordinary course of business or cannot pay all debts as they become due, or is insolvent within the meaning of the federal bankruptcy law.

2.17 “Owner” shall mean, jointly and severally for all purposes herein, Walter Blount Investments, LLC (“WBI”), whose address is 6411 Cerro Cove, Austin, Texas 78731, and Vanshire, LP (“Vanshire”), whose address is 3407 Vanshire Drive, Austin, Texas 78738, the joint developers, owners, and/or operators of the Property and Project,.

2.18 “Project” shall mean Owner’s planned development and operation of a full-service, sit down restaurant and entertainment venue located on the Property featuring a staff of not less than three (3) managers, five (5) kitchen staff, three (3) dishwashers, two (2) hostesses, twenty (20) wait staff, and three (3) bartenders; five thousand, five hundred (5,500) square feet of air conditioned space and one thousand, three hundred seventy-five (1,375) square feet of outdoor patio space accommodating a total of three hundred twenty (320) sit down guests; and an outdoor stage for live musical performances, in accordance with the terms and conditions of this Agreement.

2.19 “Property” shall mean that real property located at the northeast corner of the intersection of County Road 180 and New Hope Road, more specifically described as 4.95 acres situated in the S.J. Dover Survey, Abstract No. 168 known as Lot 1, Block A, of the Lakewood Country Estates Subdivision, Phase 1, as recorded volume 608, Page 290, of the plat records of Williamson County, Texas.



2.20 “Public Infrastructure” shall mean the public infrastructure improvements to County Road 180 serving the Project, specifically the reconstruction of the full roadway cross section of County Road 180, extending from New Hope Drive north approximately three hundred feet (300’) and provide a roadway, including a sidewalk along the east side of County Road 180, with the full capacity to handle the estimated traffic volumes from the proposed development, in accordance with the City’s Roadway Master Plan and set forth in the attached Exhibit A, with the quantities and dimensions listed therein being approximate, and with the actual quantities and dimensions of the Public Infrastructure to be as set out in the final plans and specifications therefore submitted by Owner and approved by the City and all applicable agencies with jurisdiction prior to the construction of such Public Infrastructure.

2.21 “Substantial Compliance” or “Substantial Performance” shall mean those acts of Owner under the performance criteria described herein being less than full and complete Compliance and being ninety percent (90%) or more of full Compliance. Substantial Compliance is an Act of Default but may be waived in the sole discretion of the CDC through an instrument in writing and upon the affirmative vote of the CDC Board of Directors.

2.22 “Term” shall mean the period beginning with the Effective Date of this Agreement and ending twenty-four (24) months after Full-Time Operations of the Project has commenced.

III.

ECONOMIC INCENTIVES AND PERFORMANCE REQUIREMENTS

3.1 The CDC shall grant to Owner an amount up to, but not exceeding, One Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) for the actual direct construction costs incurred by Owner in improving the Public Infrastructure, payable as set forth herein this Article III. Owner shall submit to CDC a complete and full set of receipts, not statements, for each and every cost and expense directly related to such construction for which Owner seeks reimbursement. The Public Infrastructure improvements must comply with the roadway cross section submitted to the City and such improvements must be accepted by the City. The reimbursable costs shall not include engineering or other soft costs associated with the Public Infrastructure improvements, and Owner shall be responsible for any such costs, as set forth in **Exhibit A**, attached hereto and made a part hereof for all purposes.

3.2 In addition, before any money grant from CDC is due and payable, Owners shall Commence Construction on the Project and the Public Infrastructure improvements by no later than six (6) months after the Effective Date of this Agreement, subject to Force Majeure allowable delays.

3.3 Completion of Public Infrastructure Improvements. Owner shall complete or cause to be completed construction of the Public Infrastructure as shown on Exhibit B not later than twelve (12) months from the Effective Date of this Agreement, subject to Force Majeure allowable delays, in conformity with all applicable government regulations or requirements, including, but not limited to, the City’s applicable ordinances, codes and standards. It shall be

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Owner's sole obligation and responsibility to acquire and/or secure, at no cost to the City or the CDC, all necessary dedications and/or easements, rights-of-way, drainage, detention, water, wastewater, and any other utility necessary to serve the Property. Neither the City nor the CDC has any obligation or responsibility to acquire and/or secure any necessary dedications and/or easements for roadways, rights-of-way, drainage, detention, water, wastewater, and any other utility necessary to serve the Property. Acceptance of the Public Infrastructure by the City shall be conclusive evidence that Owner has complied with this performance criterion. Upon the City's acceptance of the Public Infrastructure, the City shall grant to Owner a sum not to exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00) or the sum of Owner's reimbursable costs and expenses incurred in constructing the Public Infrastructure, which ever is lower.

3.4 Completion of Project Improvements. Before any additional CDC Payments or Economic Development Grant funds shall be due and payable, Owner shall have completed no later than eighteen (18) months after the Effective Date of this Agreement, subject to Force Majeure allowable delays, construction of the Project on the Property. Such construction shall be in accordance with all City codes and ordinances, comply with all site plans submitted to the City and Owner shall have received a Certificate of Occupancy and shall have begun Full-Time Operations. Issuance of a Certificate of Occupancy by the City and commencement of Full-Time Operations shall be conclusive evidence that Owner has complied with this requirement. Upon the City's issuance of a Certificate of Occupancy to Owner and Owner's commencement of Full-Time Operations, the City shall grant to Owner a sum not to exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00) or the sum of Owner's unreimbursed but reimbursable costs and expenses incurred in constructing the Public Infrastructure, which ever is lower.

3.5 Further, Owner shall meet and at all times maintain the performance requirements of the Project, to include but not be limited to, commence Full-Time Operations and maintain Continuous Operations for the Project for the Term of this Agreement.

3.6 FORFEITURE AND RECOUPMENT. NOTWITHSTANDING THE OTHER REMEDIES SET FORTH IN THIS AGREEMENT, OWNER'S FAILURE TO COMPLETE THE PUBLIC INFRASTRUCTURE OR PROJECT IMPROVEMENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS ARTICLE SHALL IMPLICATE THE FORFEITURE AND RECOUPMENT PROVISIONS OF ARTICLE VII OF THIS AGREEMENT WITH RESPECT TO ANY AND ALL CDC PAYMENTS OR ECONOMIC DEVELOPMENT GRANT FUNDS PAID HEREUNDER.

3.7 Inspection. During the term of this Agreement, Owner agrees that the CDC, by and through its agents and employees, shall have reasonable right of access to inspect the Property, and/or Owner's records in order to verify compliance with this Agreement. Any inspection of the Property and/or Owner's records by the CDC shall only occur during normal business hours. It is the parties' desire that any inspection by the CDC should attempt to minimize interference with the normal business operations and shall only be performed in compliance with applicable federal and state confidentiality laws, if any.

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3.8 Cooperation and Mutual Assistance. The parties shall reasonably cooperate so as to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist one another in carrying out such terms and provisions.

3.9 In no event shall CDC be required to make any grant or payment for any partial performance, Substantial Compliance, or Substantial Performance by Owner.

3.10 In no event shall CDC be required to convey any CDC Payment or Economic Development Grant funds prior to any designated time of performance of performance event.

IV.
COVENANTS AND WARRANTIES

Owner makes the following covenants and warranties to CDC, and agrees that failure to comply with any one covenant or warranty shall constitute an event of default by Owner:

4.1 WBI is a Texas Limited Liability Company, duly organized and existing in good standing in the State of Texas, and shall remain in good standing during the term of this Agreement, and Vanshire is a Texas Corporation, duly organized and existing in good standing in the State of Texas, and shall remain in good standing during the term of this Agreement.

4.2 The execution of this Agreement has been duly authorized by WBI's Board of Directors, and the corporate officer signing this Agreement is an officer of WBI, empowered to execute such Agreement and bind WBI, and is not in contravention of any law, rule or regulations, or of the provisions of WBI's Articles of Incorporation or Bylaws, or of any agreement or instrument to which WBI is a party or by which it may be bound. The execution of this Agreement has been duly authorized by Vanshire's management, and the company officer signing this Agreement is an officer of Vanshire, empowered to execute such Agreement and bind Vanshire, and is not in contravention of any law, rule or regulations, or of the provisions of WBI's Company Agreement or Bylaws, or of any agreement or instrument to which Vanshire is a party or by which it may be bound.

4.3 No litigation or governmental proceeding is pending or, to the knowledge of WBI or Vanshire's respective officers, managers, and/or employees, threatened against or affecting WBI and/or Vanshire which may result in any material adverse change in WBI and/or Vanshire's business, properties, interests, or operations. No consent, approval or authorization of or registration or declaration within any governmental authority is required in connection with the execution of this Agreement or the transactions contemplated hereby.

4.4 No certificate or statement delivered by Owners to CDC in connection herewith, or in connection with any transaction contemplated hereby, contains any untrue statement or fails to state any fact necessary to keep the statements contained therein from being misleading.

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4.5 There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and neither WBI nor Vanshire has been informed of any potential involuntary bankruptcy proceedings.

4.6 To the best of their respective knowledge, WBI and/or Vanshire have acquired and maintained all necessary rights, licenses, permits and authority to carry on its business and will continue to use its best efforts to maintain all necessary rights, licenses, permits and authority.

4.7 WBI and Vanshire are each aware of statutory limitations on this grant and the use of funds and acknowledges that the funds herein granted or guaranteed shall be utilized solely for purposes authorized under that law and by the terms of this Agreement.

4.8 No principal owner, officer, director, or manager of WBI or Vanshire has been convicted, indicted, or charged with any felony, fraud, or theft offense.

V.
SUSPENSIONS

CDC, under the following circumstances, and at its sole discretion, may suspend its obligations under this Agreement or terminate this Agreement and recapture any of the unearned consideration paid to Owner upon:

5.1 The insolvency of WBI or Vanshire.

5.2 The appointment of a receiver of WBI or Vanshire, or of all or any substantial part of WBI or Vanshire's property, and the failure of such receiver to be discharged within sixty (60) days thereafter.

5.3 The adjudication of WBI or Vanshire as a bankrupt.

5.4 The filing by WBI or Vanshire of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

VI.
GENERAL OBLIGATIONS & DUTIES

6.1 Owner shall timely pay all real and personal ad valorem taxes due and owing by it to all taxing authorities having jurisdiction over the Property. In addition, Owner shall timely pay all employment, income, franchise, and all other taxes due and owing by it to all local, state, and federal entities.

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6.2 Owner shall complete the Project as required by this Agreement and shall provide and staff the required employment positions, investment, and other economic development considerations described in this Agreement.

6.3 Owner shall commence Full-Time Operations and maintain Continuous Operations of the Project throughout the Term of this Agreement.

6.4 Owner shall timely and fully comply with all of the terms and conditions of this Agreement.

6.5 Owner may not sell stock, assets or any ownership interest in Owner that would be more than twenty percent (20%) of the Company's total authorized and issued stock, assets or ownership interest, without prior written notice to CDC.

6.6 Owner shall notify CDC in writing of any change in corporate officers and/or company managers within seven (7) days of such change.

6.7 Owner agrees that, as to all of the programs and activities arising out of this Agreement, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled.

VII. **DEFAULT, FORFEITURE & RECOUPMENT**

7.1 Either party's failure to timely, fully, and completely comply with one or more requirements, obligations, performance criteria, duties, terms, conditions or warranties, as stated in this Agreement and for the entire term of this Agreement, including partial compliance or Substantial Compliance, shall constitute a Default or an Act of Default.

7.2 **Default by Owner.** If Owner should Default with respect to any of its obligations hereunder, CDC shall provide Owner written notice of such Default, and Owner shall have thirty (30) days after receipt of the notice to cure such Default. If Owner should fail to timely and fully cure the Default, CDC shall be entitled but not required to terminate this Agreement, recover any and all CDC Payments or payments, and cease any further CDC Payments; provided, however, that if the Default cannot reasonably be cured within such thirty (30) day period, Owner shall not be in Default if it begins its efforts to cure within such thirty (30) day period and proceeds diligently thereafter to cure. In the event of unforeseeable third party delays, such as waiting on regulatory or governmental approval, Owner will be required to show that it has immediately and in good faith commenced and used its best efforts to pursue the removal or abatement of such delays by using its best efforts, and failure to do so shall be an Act of Default.

7.3 **Default by the CDC.** If the CDC should Default with respect to any of its obligations hereunder, Owner shall provide CDC written notice of such Default, and CDC shall have thirty (30) days after receipt of the notice to cure such Default. If CDC should fail to timely

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and fully cure the Default, Owner may only enforce against the CDC the remedy of specific performance and shall not have any claim or cause of action against CDC for attorney's fees, costs of court, expenses, or pre- or post-judgment interest.

7.4 FORFEITURE AND RECOUPMENT. IF THIS AGREEMENT SHOULD BE TERMINATED BY CDC BECAUSE OF OWNER'S FAILURE TO TIMELY OR FULLY CURE ANY DEFAULT, OWNER SHALL FORFEIT AND IMMEDIATELY REFUND TO CDC ANY AND ALL CDC PAYMENTS OR ECONOMIC DEVELOPMENT GRANT FUNDS PAID HEREUNDER THIS AGREEMENT, AND CDC SHALL BE RELIEVED OF ANY FURTHER OBLIGATIONS UNDER THIS AGREEMENT.

VIII.
LIMITATION OF LIABILITY

8.1 OWNER SPECIFICALLY AGREES THAT CDC SHALL ONLY BE LIABLE TO OWNER AND OWNER'S SOLE AND EXCLUSIVE REMEDY SHALL BE FOR THE ACTUAL AMOUNT OF THE MONEY GRANTS TO BE CONVEYED TO OWNER AND CDC SHALL NOT BE LIABLE TO OWNER FOR ANY OTHER ACTUAL OR CONSEQUENTIAL DAMAGES, INTEREST, ATTORNEY FEES, COST OF COURT, INCLUDING APPEALS, THE COSTS AND EXPENSES OF ANY AND ALL ADMINISTRATIVE PROCEEDINGS AND APPEALS THEREOF, OR FOR ANY OTHER LEGAL OR EQUITABLE REMEDIES INCLUDING INJUNCTION FOR ANY ACT OF DEFAULT BY CDC UNDER THE TERMS OF THIS AGREEMENT. IT IS FURTHER SPECIFICALLY AGREED BY OWNER THAT CDC SHALL ONLY BE REQUIRED TO PAY THE GRANT AMOUNTS SOLELY OUT OF ITS SALES TAX REVENUE CURRENTLY COLLECTED, ALLOCATED AND BUDGETED AND TO BE ALLOCATED, BUDGETED AND COLLECTED FOR OWNER DURING THE TERM OF THIS AGREEMENT. PAYMENT BY CDC IS STRICTLY LIMITED TO THOSE FUNDS SO ALLOCATED, BUDGETED AND COLLECTED SOLELY DURING THE GRANT TERM OF THIS AGREEMENT. CDC SHALL USE ITS BEST EFFORTS TO ANTICIPATE ECONOMIC CONDITIONS AND TO BUDGET ACCORDINGLY. HOWEVER, IT IS FURTHER UNDERSTOOD AND AGREED BY OWNER THAT, SHOULD THE ACTUAL TOTAL SALES TAX REVENUE COLLECTED BY CDC FOR ANY ONE YEAR BE LESS THAN THE TOTAL AMOUNT OF GRANTS TO BE PAID TO ALL CONTRACTING PARTIES WITH CDC FOR THAT YEAR, THEN, IN THAT EVENT, ALL CONTRACTING PARTIES SHALL RECEIVE ONLY THEIR PRO RATA SHARE OF THE AVAILABLE SALES TAX REVENUE FOR THAT YEAR, LESS CDC CUSTOMARY AND USUAL COSTS AND EXPENSES, AS COMPARED TO EACH CONTRACTING PARTIES' GRANT AMOUNT FOR THAT YEAR, AND CDC SHALL NOT BE LIABLE TO OWNER FOR ANY DEFICIENCY AT THAT TIME OR AT ANY TIME IN THE FUTURE. IN THIS EVENT, CDC WILL PROVIDE ALL SUPPORTING DOCUMENTATION, AS REQUESTED. PAYMENTS TO BE MADE TO OWNER SHALL ALSO REQUIRE A WRITTEN REQUEST FROM OWNER TO BE ACCOMPANIED BY ALL NECESSARY SUPPORTING DOCUMENTATION. CDC SHALL HAVE FORTY FIVE (45) DAYS TO MAKE PAYMENT AFTER RECEIPT OF SUCH PAYMENT REQUEST. THE PAYMENT REQUEST SHOULD

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BE DIRECTED TO THE ECONOMIC DEVELOPMENT DIRECTOR OF THE ECONOMIC DEVELOPMENT SALES TAX CORPORATION OF CEDAR PARK, 600 NORTH BELL BOULEVARD, CEDAR PARK, TEXAS 78613. PAYMENT TO OWNER SHALL BE FORWARDED PURSUANT TO SECTION 9.7 OF THIS AGREEMENT.

IX.
GENERAL TERMS

9.1 Legal Relationship. No term or provision of this Agreement or act of Owner in the performance of this Agreement shall be construed as making Owner, or its employees, the agent, servant, employee or contractor of CDC or shall create a partnership or joint enterprise with CDC.

9.2 Termination. This Agreement may be terminated by mutual agreement of the parties or by either party, upon the failure of the other party to timely and fully cure an Act of Default after receiving proper notice thereof. The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of the terminating party under this Agreement, except that all rights, duties, liabilities, and obligations accrued prior to or arising from such termination shall survive termination.

9.3 Forum Selection. This Agreement and the relationship between CDC and Owner shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between CDC and Owner shall be the appropriate court in Williamson County, Texas. Owner consents to, and waives any objections to, in personam jurisdiction in Williamson County, Texas.

9.4 Merger, Severability, and Construction. This Agreement is the entire agreement and understanding of Owner and CDC relating to the subject matter hereof, supersedes all prior proposals, negotiations, agreements and understandings related to such subject matter, and shall bind and benefit the parties hereto and their respective heirs, legal representatives, successor and assigns. If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9.5 Governing Law. This Agreement is subject to and shall be construed in accordance with all legal requirements in the City Charter and Code of Ordinances of the City of Cedar Park and all other applicable County, State and Federal laws, and Owner shall promptly and continually comply with all local, state, and federal laws, codes, regulations, statutes, orders, ordinances, and rules.

9.6 Confidential. CDC, its officers and employees, and its agents or contractors retained to perform economic development services for CDC, shall treat as confidential the financial statements of Owner and shall not release such information to the public, unless

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required by law or court order. CDC shall immediately notify Owner of requests or court orders to release such information.

9.7 Notices. The parties may change their applicable address for notice purposes by providing the other parties hereto, at least thirty (30) days in advance of the date upon which such change of address is to become effective, with written notice of such address change sent in accordance herewith and actually received by the other party hereto. All notices and other communications shall be deemed to have been effectively given when either hand delivered or three (3) days after being deposited in the United States mail, certified or registered mail, postage prepaid and properly addressed, unless otherwise specifically provided herein.

The current addresses of the parties are:

If to CDC: City of Cedar Park
Attn: Economic Development Director
600 North Bell Boulevard
Cedar Park, Texas 78613

With a copy to: City of Cedar Park
Attn: City Attorney
600 North Bell Boulevard
Cedar Park, Texas 78613

If to Owner: Walter Blount Investments, LLC
Attn: Richard Blount
6411 Cerro Cove
Austin, Texas 78731

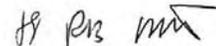
OR

Vanshire, LP
Attn: Jason Schnurr
3407 Vanshire Drive
Austin, Texas 78738

With a copy to: _____

9.8 Modification. This Agreement may not be discharged or modified orally or in any manner other than by an agreement in writing specifically referring to this Agreement and signed by the party or parties to be charged thereby.

9.9 Multiple Counterparts. This Agreement may be executed in one or more counterparts which shall be construed together as one document. Any party who executes a



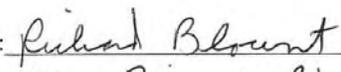
counterpart of this Agreement shall be fully liable hereunder, whether or not any other party named herein executes that counterpart or any other counterpart of this Agreement, and the obligations of any party hereunder may be proved by production of the counterpart of this Agreement executed by such party without the production of any other counterparts of this Agreement.

This Agreement is subject to the approval of the Cedar Park City Council, such approval is evidenced by its authorized signature below.

**CEDAR PARK COMMUNITY
DEVELOPMENT CORPORATION**

By: 
Printed Name: VICE PRESIDENT
Title: MARIA L. TAKANO
Date Signed: 3/8/2011

WALTER BLOUNT INVESTMENTS, LLC

By: 
Printed Name: Richard Blount
Title: manager
Date Signed: 3/8/2011

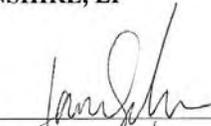
APPROVED:

CEDAR PARK CITY COUNCIL

By: _____
Printed Name: _____
Title: _____
Date Signed: _____
Attest:

LeAnn Quinn, City Secretary

VANSHIRE, LP

By: 
Printed Name: Jason Schnurr
Title: President of Vanshire Management, LLC
Date Signed: General Partner
3/8/2011

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CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. D.6
A Resolution Authorizing The Approval For Accepting Funding From The Texas Railroad Commission For Participation In The Low Emission Propane Equipment Grant Initiative.

Commentary:

The City of Cedar Park is requesting to accept funding from the 2011 Texas Railroad Commission Grant: Low Emissions Propane Equipment Grant Initiative. The grant provides for 100% reimbursement of the fueling station and incremental cost of the propane conversion of the trucks (total reimbursement up to \$169,000).

Total Funds Expended	\$375,500
Total Funds Reimbursed by Railroad Commission Grant	\$169,000
Total Funds Paid by City	\$206,500

Fiscal Impact

Account No.:

Budget

Budget/Expended:

Associated Information:

RESOLUTION NUMBER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING THE APPROVAL FOR ACCEPTING FUNDING FROM THE TEXAS RAILROAD COMMISSION FOR PARTICIPATION IN THE LOW EMISSION PROPANE EQUIPMENT GRANT INTIATIVE; AUTHORIZING THE CITY MANAGER TO ACT ON BEHALF OF CEDAR PARK IN ALL MATTERS RELATED TO THE APPLICATION AND ADMINISTRATION OF THE GRANT; AND PLEDGING THAT IF A GRANT IS RECEIVED, THAT CEDAR PARK WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE TEXAS RAILROAD COMMISSION, THE TEXAS STATE ENERGY CONSERVATION OFFICE AND THE UNITED STATES DEPARTMENT OF ENERGY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Texas Railroad Commission has been awarded a \$15,700,000 grant by the State Energy Conservation Office and U.S. Department of Energy to help public fleets purchase new, ultra-low emission propane fleet vehicles; and

WHEREAS, the City of Cedar Park, Texas is qualified to accept grant funds of \$169,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS:

SECTION 1. That the City Manager is hereby authorized and directed to accept grant funding from the Texas Railroad Commission and act on behalf of Cedar Park in all matters related to the grant application and any subsequent grant contract and grant project that may result.

SECTION 2. That if the project is funded, Cedar Park will comply with the grant requirements of the Texas Railroad Commission, the Texas State Energy Conservation Office, and the United States Department of Energy.

SECTION 3. That the grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

SECTION 4. That activities will comply with and support the Railroad Commission's objective to reduce U.S. petroleum consumption and increase the consumption of propane.

SECTION 5. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Robert S. Lemon, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM AND CONTENT:

Charles W. Rowland, City Attorney



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. D.7

A Resolution Authorizing The Submission Of The 2012-2013 Victim Coordinator And Liaison Grant From The Office Of The Attorney General, (OAG) Crime Victim Services Division.

Commentary:

The Cedar Park Police Department is requesting to apply for the 2012-2013 Victim Coordinator and Liaison Grant (VCLG) from the Attorney General of Texas. The grant would fund the salary of one Victim Service Liaison Coordinator for 2012-2013.

Fiscal Impact

Account No.:

Budget

Budget/Expended:

Associated Information:

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, UNIQUE APPLICATION NUMBER V0002-12-1083 AUTHORIZING THE APPLICATION TO THE OFFICE OF THE ATTORNEY GENERAL CRIME VICTIM SERVICES DIVISION 2012-2013 VICTIM COORDINATOR AND LIAISON GRANT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, The Cedar Park Police Department has applied or wishes to apply to the Office of the Attorney General, (OAG) Crime Victim Services Division for the following grant program: The Victim Coordinator and Liaison Grant (VCLG).

WHEREAS, The City of Cedar Park City Council has considered and supports the Application filed or to be filed with the OAG;

WHEREAS, The City of Cedar Park has designated or wishes to designate the following individual as the "Authorized Official" who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, Crime Victim Services Division as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as "Authorized Official": Brenda Eivens, Cedar Park City Manager

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. That this governing body approves the submission of the Application to the OAG, Crime Victim Services Division as well as the designation of the Authorized Official.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Robert S. Lemon, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. D.8
A Resolution Awarding The Construction Bid For The RM 1431 At Vista Ridge Right Turn Lane Construction Project To F.T. Woods Construction Services, Inc. For \$303,173.

Commentary:

This is a Cedar Park Community Development Corporation (4B) funded project for the construction of a designated right turn lane for eastbound RM 1431 onto southbound Vista Ridge Blvd. The project will increase safety and mobility at this intersection.

Seven (7) secure bids, ranging from \$303,173.00 to \$440,955.72, were received at the bid opening on February 24, 2011. F.T. Woods Construction Services, Inc. submitted the lowest bid in the amount of \$303,173.00. This bid was reviewed by the City's design consultant, Halff Associates, and appears to be complete and competitive. Staff and the City's consultant are recommending the bid be awarded to F.T. Woods Construction Services, Inc. The engineer's letter of recommendation and bid summary are attached for your reference.

Director

City Manager's Remarks

City Manager

Fiscal Impact

Account No.: 506-56-35-6338-358

Budget

Budget/Expended: \$530,000.00/\$422,675.00

This is a Cedar Park Community Development Corporation (4B) funded project.

Finance Director Review

Legal Certifications

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AWARDING THE CONSTRUCTION BID FOR THE RM 1431 AT VISTA RIDGE RIGHT TURN LANE CONSTRUCTION PROJECT TO F.T. WOODS CONSTRUCTION SERVICES, INC. FOR \$303,173.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, this project will improve traffic safety and address drainage and slope issues; and

WHEREAS, this project consists of the construction of a designated right turn lane for eastbound RM 1431 onto southbound Vista Ridge Blvd; and

WHEREAS, the City received seven (7) secure bids during the bid opening on February 24, 2011; and

WHEREAS, F.T. Woods Construction Services, Inc. submitted the lowest bid in the amount of \$303,173.00; and

WHEREAS, Halff Associates, the City's design consultant, reviewed the bids and recommended F.T. Woods Construction Services, Inc..

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. The City Manager is hereby authorized and directed to execute a contract with F.T. Woods Construction Services, Inc. for the RM 1431 at Vista Ridge Right Turn Lane in the amount of \$303,173.00.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Robert S. Lemon, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney



4030 West Braker Lane
Suite 450
Austin, Texas 78759-5356
(512) 252-8184
Fax (512) 252-8141

To: Garret S. Bonn, P.E.
City of Cedar Park
600 N. Bell Blvd.
Cedar Park, TX 78613

Date: 02/28/2011

Subject: **City of Cedar Park RM 1431 at Vista Ridge Boulevard –Award Recommendation**

The City of Cedar Park opened bids for RM 1431 at Vista Ridge Boulevard Turn Lane Improvements on Thursday February 24, 2011 at 2 p.m. from the following seven (7) contractors:

- 1) FT Woods Construction Services, Inc.
- 2) Cash Construction Co., Inc.
- 3) RGM Constructors, LP
- 4) Joe Bland Construction, LP
- 5) Aaron Concrete Contractors, LP
- 6) Patin Construction, LLC
- 7) Austin Bridge & Road, LP

The low bidder is FT Woods Construction Services, Inc. and based on an evaluation of the bid tabulation, we recommend award to FT Woods Construction Services, Inc.

If you have any questions regarding the bids or this letter, please let me know.

Sincerely,
Half Associates, Inc.

A handwritten signature in blue ink, appearing to read "Gary J. Hilgenberg".

Gary J. Hilgenberg, P.E.
Project Manager

cc: file

BID OPENING
RM 1431 Turn Lane at Vista Ridge
February 24, 2011

Contractor	Bid Bond (5% of Bid Amount)	Acknowledgement of Addenda	Bid Amount
F.T. Woods Construction	X	X	\$ 303,173.00
Cash Construction	X	X	\$ 396,585.80
RGM Constructors	X	X	\$ 356,526.36
Joe Bland Construction	X	X	\$ 410,566.40
Aaron Concrete Contractors	X	X	\$ 326,518.96
Patin Construction	X	X	\$ 378,743.75
Austin Engineering	X	X	\$ 440,955.72



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. D.9
**A Resolution Awarding The Construction Bid For The Shenandoah Standpipe
Removal Project To TMI Coating, Inc. For \$99,600.**

Commentary:

The planned removal of the Shenandoah Standpipe is a FY11 Utility CIP project. The Shenandoah Standpipe, located at 2907-B Aster Pass, is scheduled for removal because the new Dies Elevated Storage Tank replaces this water tank.

Two (2) secure bids were received at the bid opening on March 1, 2011. TMI Coatings, Inc. submitted the lowest bid in the amount of \$99,600.00. This bid was reviewed by the City's design consultant, Weston Solutions, and appears to be complete and competitive. Staff and the City's consultant are recommending the bid be awarded to TMI Coatings, Inc. The engineer's letter of recommendation is attached for your reference.

Director

Fiscal Impact

Account No.: 216-32-35-6162

Budget

Budget/Expended: \$3,400,000/ \$2,785,206

This is a FY11 Utility CIP funded project.

Finance Director Review

Legal Certifications

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AWARDING THE CONSTRUCTION BID FOR THE SHENANDOAH STANDPIPE REMOVAL PROJECT TO TMI COATINGS, INC. FOR \$99,600.00; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, this project will remove the existing Shenandoah Standpipe located on Aster Pass; and

WHEREAS, the Shenandoah Standpipe is no longer needed since the new Dies Elevated Storage Water Tank went into service; and

WHEREAS, the City received two (2) secure bids during the bid opening on March 1, 2011; and

WHEREAS, TMI Coatings, Inc. submitted the lowest bid in the amount of \$99,600.00; and

WHEREAS, Weston Solutions, the City's design consultant, reviewed the bids and recommended TMI Coatings, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. The City Manager is hereby authorized and directed to execute a contact with TMI Coatings, Inc. for the Shenandoah Standpipe Demolition project in the amount of \$99,600.00.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Robert S. Lemon, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney



Weston Solutions, Inc.
2705 Bee Caves Road, Ste 100
Austin, Texas 78746
512-651-7100 • Fax 512-651-7101

02 March 2011

Ms. Katherine Woerner
2401 183-A Toll Road
Cedar Park, Texas 78613

RE: Shenandoah Standpipe Demolition 01 March 2011 Bid Opening Review

Dear Mr. Dawkins,

Weston Solutions Inc. (WESTON) has reviewed the bids submitted for the Cedar Park Shenandoah Standpipe Demolition Project that were opened at 2:00 pm on 01 March 2011. TMI Coatings, Inc.'s bid of ninety nine thousand six-hundred dollars and no cents (\$99,600) has been verified as the lowest bid. Based on a review of references for TMI Coatings, Inc. and its major demolition sub-contractor, Iseler Demolition, Inc., TMI Coatings, Inc. met the qualifications presented in the bid package and is the apparent lowest, responsible bidder.

If you have any questions, please feel free to contact me at (512) 651-7129.

Sincerely,

WESTON SOLUTIONS, INC.

A handwritten signature in blue ink that reads "Kimberly Carter".

Kimberly Carter, P.E.
Project Manager

cc: Brandy Teague, P.E., Project Engineer
Thomas J. Dawkins, P.E. City of Cedar Park
Kenneth Wheeler, P.E., City of Cedar Park



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. D.10
A Resolution Authorizing And Directing The City Manager To Execute A Contract With ALFAC For Employee Paid Voluntary Group Supplemental Insurance.

Commentary:

As part of the City’s benefits package, “employee paid” group voluntary supplemental insurance is offered to employees on a voluntary basis. The products provided are “accident insurance” and “cancer insurance”. Over the past year, the current carrier’s customer service standards have not met City’s expectations as it relates to resolving claims and billing issues.

Existing policies will continue to be serviced and any new supplemental insurance policies issued will be provided by a new company. Staff solicited bids for supplemental insurance products and 3 companies submitted bids: AFLAC, Allstate, and Colonial. Bids were reviewed by our employee benefits committee and through the matrix provided below, favored AFLAC as their preferred choice. Staff is recommends authorizing the City Manager to execute a contract with AFLAC for Employee Group Supplemental Insurance.

	Weight	AFLAC	ALLSTATE	COLONIAL
Company Experience	10%	.4	.1	.5
References	20%	1.8	1.666	1.666
Variety of Services offered	25%	7.5	7.75	8.5
Rates	35%	17.5	14.35	16.35
Accessibility	10%	4.4	3.8	3.8
Total	100%	31.6	27.666	30.916

Fiscal Impact

Account No.:

Budget

Budget/Expended:

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ALFAC FOR EMPLOYEE PAID VOLUNTARY GROUP SUPPLEMENTAL INSURANCE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, The City of Cedar Park, as part of It benefits package, offers its employees supplemental insurance on a voluntary basis.

WHEREAS, Supplemental insurance is purchased by employees through payroll deductions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. Hereby, the City Council authorizes and directs the City Manager to execute a contract with AFLAC for employee paid voluntary group supplemental insurance.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Robert S. Lemon, Mayor

LeAnn M. Quinn, TRMC
City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. D.11
A Resolution For City Acceptance Of Cedar Park Town Center Section 9 Subdivision Improvements.

Commentary:

The developer of this subdivision has completed construction of the improvements in general accordance with plans approved by the city. The subdivision improvements are defined as water, wastewater, street and drainage systems installed within public rights-of-way and any dedicated drainage or public utility easements within the subdivision. They have also provided the city a two (2) year maintenance bond in the amount of ten (10) percent of the cost of the construction for any repairs that may be necessary during a two-year period from the date of acceptance by council. Cedar Park Town Center Section 9 is comprised of one final plat, which has 16.7 acres and 76 single family lots.

Director

Fiscal Impact

Budget

Account No.:

Budget/Expended:

The total infrastructure value is \$1,709,018. This includes 3,091 linear feet (LF) of water line at \$185,837; 508 LF of wastewater line at \$195,509; 2,704 LF of streets with a value of \$665,043 and \$662,629 in drainage improvements.

Finance Director Review

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF CEDAR PARK, TEXAS, FOR CITY ACCEPTANCE OF CEDAR PARK TOWN CENTER SECTION 9 SUBDIVISION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, The developer of this subdivision has completed construction of the improvements in general accordance with plans approved by the City of Cedar Park; and

WHEREAS, The subdivision improvements are defined as water, wastewater, street, and drainage systems installed within public rights-of-way and any dedicated drainage or public utility easements within the subdivision; and

WHEREAS, The contractor has also provided the City a two (2) year maintenance bond in an amount of ten (10) percent of the cost of the construction for any repairs that may be necessary during a two-year period from the date of acceptance by City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, THAT

SECTION 1. The City Council hereby accepts the subdivision improvements within Cedar Park Town Center Section 9 for operation and maintenance.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Robert S. Lemon, Mayor

LeAnn M. Quinn, City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. D.12
**A Resolution For City Acceptance Of The Ranch At Brushy Creek Section 7C
Subdivision Improvements.**

Commentary:

The developer of this subdivision has completed construction of the improvements in general accordance with plans approved by the city. The subdivision improvements are defined as water, wastewater, street and drainage systems installed within public rights-of-way and any dedicated drainage or public utility easements within the subdivision. They have also provided the city a two (2) year maintenance bond in the amount of ten (10) percent of the cost of the construction for any repairs that may be necessary during a two-year period from the date of acceptance by council. The Ranch at Brushy Creek Section 7C is comprised of one final plat, which has 15.1 acres, 53 single family lots and 3 landscape lots.

Director

Fiscal Impact

Budget

Account No.:

Budget/Expended:

The total infrastructure value is \$1,612,547. This includes 2,981 linear feet (LF) of water line at \$184,252; 2,793 LF of wastewater line at \$165,008; 3,227 LF of streets with a value of \$978,712 and \$284,575 in drainage improvements.

Finance Director Review

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, FOR CITY ACCEPTANCE OF THE RANCH AT BRUSHY CREEK SECTION 7C SUBDIVISION IMPROVEMENTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, The developer of this subdivision has completed construction of the improvements in general accordance with plans approved by the City of Cedar Park; and

WHEREAS, The subdivision improvements are defined as water, wastewater, street, and drainage systems installed within public rights-of-way and any dedicated drainage or public utility easements within the subdivision; and

WHEREAS, The contractor has also provided the City a two (2) year maintenance bond in an amount of ten (10) percent of the cost of the construction for any repairs that may be necessary during a two-year period from the date of acceptance by City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, THAT

SECTION 1. The City Council hereby accepts the subdivision improvements within the Ranch at Brushy Creek Section 7C for operation and maintenance.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Robert S. Lemon, Mayor

LeAnn M. Quinn, City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. D.13

A Resolution Authorizing And Directing The City Manager To Negotiate And Execute An Engineering Services Agreement With LJA Engineering, Inc. For The Design Of The Sidewalk Gap Closure Project.

Commentary:

This is a 4B Funded project for the engineering design and construction phase services of sidewalk and pedestrian facilities at six approved locations throughout the City. The project was approved by 4B on November 9, 2010 and by City Council on December 9, 2010. Based on project cost estimates, six of the seven City dependent sidewalk projects approved in the Citywide Sidewalk Gap Closure Program are expected to be completed with this project and within the budgeted amount.

The six gaps to be designed for pedestrian facilities are as follows:

1. RM1431/Whitestone Boulevard fronting the Comfort Inn located at 300 E. Whitestone.
2. RM 1431/Whitestone Boulevard fronting the Cedar Park Montessori School located at 400 E. Whitestone.
3. South side of RM 1431/Whitestone Boulevard crossing Quest Parkway and connecting to existing sidewalk facilities.
4. North side of RM 1431/Whitestone Boulevard crossing Lakeline Boulevard.
5. North side of Buttercup Creek Boulevard from Lakeline Boulevard to the east and connecting with existing sidewalk facility.
6. West side of El Salido at RR 620 north corner to connect to existing facility. The City of Austin is installing a new traffic signal at this location with ped facilities to cross El Salido.

Staff sent out requests for qualifications (RFQs) to several engineering firms in January. Seven submittals of statements of qualification (SOQs) were received on or before February 24, 2011. Staff reviewed and scored the submittals and determined that LJA Engineering, Inc. scored the highest. Staff recommends that the City Council authorize and direct the City Manager to negotiate and execute an Agreement for Professional Engineering Services with LJA Engineering, Inc. for the design and construction phase services for the Sidewalk Gap Closure Project.

Project designs are anticipated to be completed by late spring with a bid for construction in early summer. A summary scoring table is provided along with a map with photos of the six locations within this project.

City Manager's Remarks:

Fiscal Impact:

Account No.: 4B Community Development

Budget:

Budget/Expended: \$170,000/None Expended

Legal Certifications:

Associated Information:

Authorizing Resolution
SOQ Summary Ranking Table
SOQ Evaluation Criteria
Reference Map with Photos

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH LJA ENGINEERING, INC. FOR THE DESIGN OF THE SIDEWALK GAP CLOSURE PROEJCT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED WAS NOTICED AND IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the 4B Community Development Corporation funded a Sidewalk Gap Closure Project on November 9, 2010; and

WHEREAS, the design of the project shall consist of pedestrian facilities to close gaps at six approved locations; and

WHEREAS, LJA Engineering, Inc. has demonstrated extensive experience with the design of similar projects; and

WHEREAS, the City desires to execute an Agreement for Professional Engineering Services with LJA Engineering, Inc. for the design and construction phase services of the six pedestrian facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS THAT:

SECTION 1. The City Manager is hereby authorized and directed to negotiate and execute an Agreement for Professional Engineering Services with LJA Engineering, Inc. for the design and construction phase services of the 2011 Sidewalk Gap Closure Project.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

ATTEST:

CITY OF CEDAR PARK, TEXAS

LeAnn M. Quinn, TRMC
City Secretary

Robert S. Lemon, Mayor

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney



**Sidewalk Project 2011
Statement of Qualifications
Evaluation Ranking Order**

Firm	Rank
LJA Engineering	1
Civiltude Engineers & Surveyors	2
Huitt Zollars	3
Baker Aicklen	4
Dannenbaum Engineering	5
Noble Survey & Engineering Works	6
CarTex Engineering	7



Sidewalk Project 2011

Statement of Qualifications Evaluation Criteria

Criteria	Maximum Score		
The maximum score for sub-group(s) is the bold number The maximum criteria score is the non-bolded number	100.0		
1. Qualifications and Availability:	15.0		
General information provided? Contacts, office location, numbers/emails	2.0		
Did firm provide how they will communicate with the City? Who will be primary contact?	4.0		
Is the firm/team available and did they show a level of commitment to the project?	4.0		
Did they provide a narrative illustrating their expertise and any unique qualifications?	5.0		
2. Proposed Staff:	25.0		
Did they provide an Organizational Chart for personnel that will be working on this project?	3.0		
Did they provide the names and roles of the key personnel that will be working on this project?	4.0		
Did they provide resumes for key personnel and indicate any that have experience on similar projects?	4.0		
Did they provide staffing size by area of expertise?	2.0		
Did they provide the current workload of the prime firm?	2.0		
Did they provide staff availability to perform services?	3.0		
Does the Project Manager have experience with similar size projects.	3.0		

Do the sub consultants have experience with similar size projects.	4.0		
3. Project Experience:	40.0		
Did the firm/team provide an overview and brief history of themselves and their sub-consultants?	6.0		
Did the firm/team provide verifiable examples of at least three (3) similar projects completed in the last five (5) years?	9.0		
Does the proposed Project Manager have at least 5 (5) years of experience providing these types of services?	6.0		
Are the projects presented equal or greater in complexity when compared with the proposed projects listed in scope and types of deliverables required?	9.0		
Are there previous project final costs listed?	3.0		
Are there Clients Listed?	3.0		
Is there a history provided of meeting project schedules	4.0		
4. Project Approach	20.0		
Did the consultants provide an explanation of how the project will be designed?	15.0		
Was a project Schedule provided?	5.0		

2011 SIDEWALK GAP CLOSURE PROJECT



ARTERIAL SIDEWALK SYSTEM
— WITHOUT SIDEWALKS
— EXISTING SIDEWALKS



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. E.1
Second Public Hearing And Commentary On The Petition By Wilson Land and Cattle Company For Voluntary Annexation Of Approximately 41.059 Acres Of Land Located At The Northwest Corner Of Brushy Creek Road and Breakaway Road.

Commentary:

This is the second of two required statutory public hearings on the proposed voluntary annexation of approximately 41.059 acres of land located at the northwest corner of Brushy Creek Road and Breakaway Road.

The resolution setting the date and time for the public hearings was approved by City Council on February 10, 2011. The first statutory public hearing was held on Thursday, March 10, 2011.

First reading and public hearing on the annexation ordinance is scheduled for April 14, 2011.

A copy of the service plan for the proposed annexation is also attached for your reference (see Exhibit B).

Director

City Manager's Remarks

City Manager

Fiscal Impact
Account No.:

Budget
Budget/Expended:

Finance Director Review

Legal Certifications

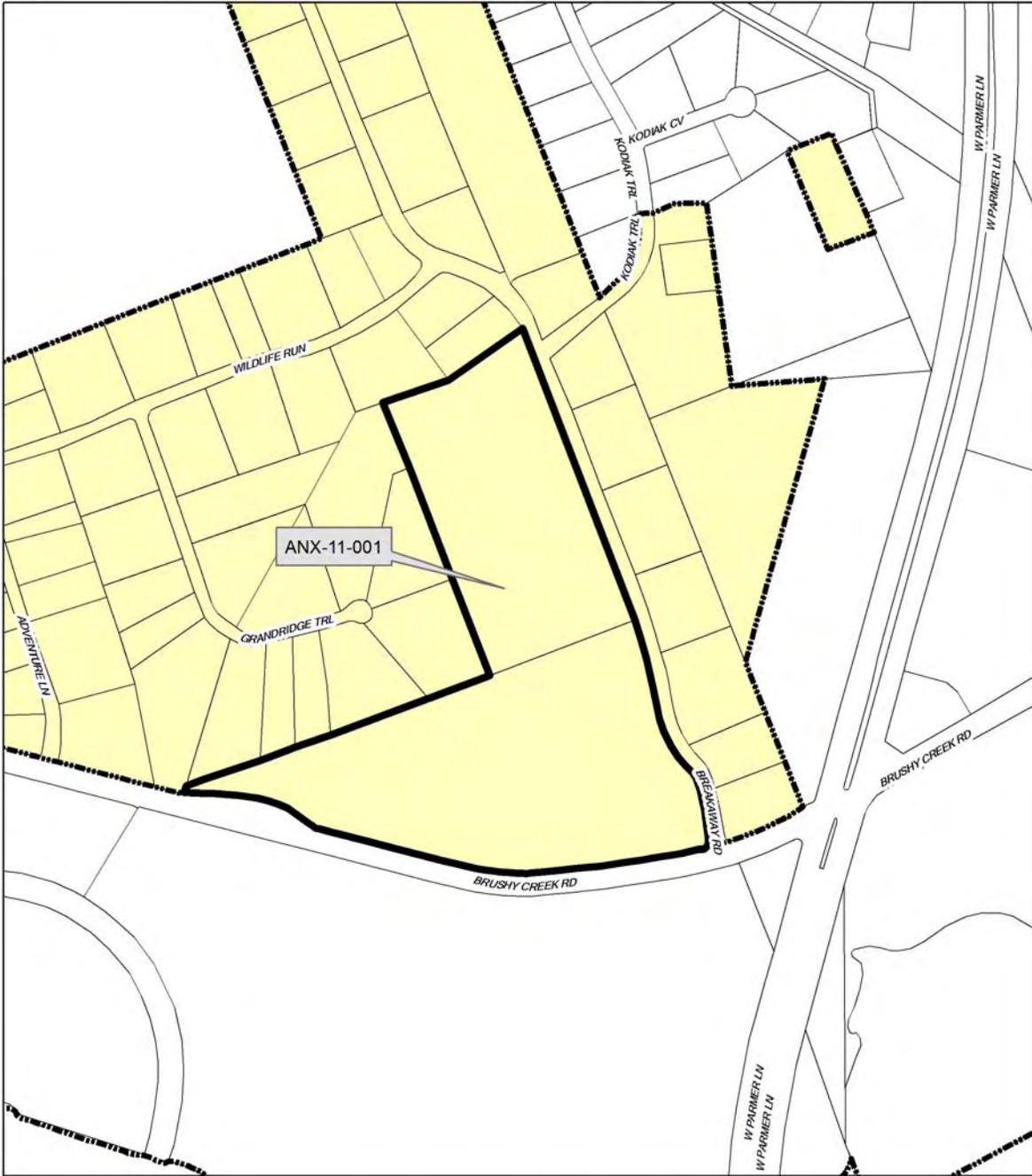
Approved as to form

Yes

No **City Attorney**

Associated Information: A map showing the proposed annexation (Exhibit A) and the service plan (Exhibit B) are attached for reference.

EXHIBIT A



ANX-11-001

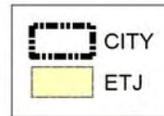


EXHIBIT B



City of Cedar Park Service Plan for Annexed Areas Wilson Land and Cattle Company

The following is a plan whereby city services will be provided to approximately 41.059 acres located at the northwest corner of Brushy Creek Road and Breakaway Road.

This service plan has been prepared in accordance with V.T.C.A., Local Government Code, Sections 43.063 and 43.065. Municipal facilities and services to the annexed area described above will be provided or made available on behalf of the city in accordance with the levels and schedule found below. Nothing in this plan shall require the city to provide a uniform level of full municipal services to each area of the city, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

A. Police Protection:

Existing Services: Currently, the area is under the jurisdiction of the Williamson County Sheriff's Office.

Services to be Provided: Upon the effective date of the annexation, the City of Cedar Park Police Department will extend regular and routine patrols, call responses, and other police services at a level consistent with similarly situated areas within the city.

B. Fire Protection:

Existing Services: Currently, fire protection and prevention services are provided to the area by the City of Cedar Park Fire Department.

Services to be Provided: Upon annexation, the City of Cedar Park will continue to provide fire protection and prevention services at a level consistent with similarly situated areas within the city.

C. Emergency Medical Services:

Existing Services: Currently, emergency medical services are provided to the area by the Williamson County EMS.

Services to be Provided: Emergency medical service is provided to areas within the city by Williamson County EMS, supplemented by Cedar Park Fire Department. These services will be continued/extended to the annexed area upon the effective date of the annexation at a level consistent with similarly situated areas within the city.

D. Solid Waste Collection:

Existing Services: Solid waste collection service is currently provided through individual contracts.

Services to be Provided: The city has no solid waste collection service of its own. Such service is provided to areas within the city by private companies franchised by the city. When and if solid waste collection services are made available by the city, said services will also be made available to the annexed area on the same basis as it is made available to other parts of the city.

E. Water Service:

Existing Services: None.

Services to be Provided: There is an existing 24” water main located within Brushy Creek Road right-of-way. A water line may need to be extended along Breakaway Road by the property owner at time of development in coordination with the City.

Upon connection to the city’s water system, water will be provided at rates established by city ordinances.

Maintenance of private water lines within the annexed area shall be the responsibility of the property owner.

F. Wastewater Service:

Existing Services: None

Services to be Provided: There is an existing 8” wastewater main located south of Brushy Creek Road that terminates at the northern property line of the Brushy Creek Sports Park. This wastewater line will need to be extended to this property by the property owner at time of development in coordination with the City.

Upon connection to the city’s wastewater system, wastewater collection will be provided at rates established by city ordinances.

Operation and maintenance of private wastewater facilities within the annexed area shall be the responsibility of the property owner.

G. Maintenance of Roads, Streets and Street Lights:

Existing Services: Currently, Brushy Creek Road is maintained by the City of Cedar Park and Brushy Creek Road is maintained by Williamson County.

Services to be Provided: Routine street maintenance will continue for the area after the effective date of the annexation, on the same basis as areas presently in the city. Maintenance of street lights, on the same basis as areas presently in the city, will begin on the effective date of the annexation.

H. Parks and Recreation:

Existing Services: Residents of the area currently have access to Williamson County parks.

Services to be Provided: In addition to the county parks, property owners and residents of the annexed area may use existing and future parks, playgrounds, swimming pools and other public recreation facilities and services of the city on the same basis as other residents of the city on the effective date of the annexation.

I. Public Library Services:

Existing Services: None

Services to be Provided: Property owners and residents of the annexed area may use the facilities and services of the city's public library on the same basis as other residents of the city on the effective date of the annexation.

J. Miscellaneous:

All other applicable municipal services will be provided to the area in accordance with the City of Cedar Park's established policies governing extension of municipal services to newly annexed areas.



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. E.2

First Reading And Public Hearing On An Ordinance Amending The City Of Cedar Park Code Of Ordinances Chapter 11 Zoning, Section 11.12.002 Terms For Bed And Breakfast; Article 11.02 Addition Of Regulations For Bed And Breakfasts As A Conditional Use In The Estate Lot (ES), Single Family (SF), Single Family Large Suburban (SF-1), And Bed And Breakfast Regulations For Transitional Commercial (TC), Local Retail (LR) And General Retail (GR) Zoning Districts. The Planning And Zoning Commission Voted 5-0 To Recommended Approval Of The Amendments.

Commentary:

Staff is proposing changes to the zoning ordinance to amend the definition for Bed and Breakfasts and to add regulations for Bed and Breakfasts. Staff commentary for each modification is below.

- **Terms for Bed and Breakfast:** Proposed modification to the definition in order to reflect the changes made by the proposed regulations.
- **Regulations for Bed and Breakfasts in the Estate Lot (ES), Single Family (SF), Single Family Large Suburban (SF-1), Transitional Commercial (TC), Local Retail (LR) and General Retail (GR):** The proposal is to add bed and breakfast as a conditional use in a select number of residential districts. In addition, the amendment includes regulations for bed and breakfast in the ES, SF, and SF-1 residential districts as well as the TC, LR, and GR commercial districts. Staff received valuable input from the Planning and Zoning Commission at the February 15th and March 15th Planning and Zoning Commission meetings. Exhibit A is a result of staff's collaboration with the Planning and Zoning Commission.

Planning & Zoning Commission Public Hearing:

The Planning and Zoning Commission held a public hearing on March 15, 2011. No public testimony was received.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission voted 5-0 to recommend approval of the proposed amendments to the zoning ordinance regarding bed and breakfast term and regulations.

In Favor: Lorena Echeverria de Misi, Nicholas Kauffman, Alan Yore, Jon Lux, and Thomas Balestiere

Opposed: None

Absent: Sandy Trujillo and Stephen Thomas

Public Information Plan:

February 3, 2011: Notice appears in the Hill Country News

February 15, 2011: Planning and Zoning Commission Meeting and Public Hearing

March 3, 2011: Notice appears in the Hill Country News

March 15, 2011: Planning and Zoning Commission Meeting and Public Hearing

March 24, 2011: Public Hearing and 1st Reading at City Council

Director

City Manager's Remarks

City Manager

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information: Ordinance

ORDINANCE NO _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AMENDING A PORTION OF CHAPTER 11, ZONING, SECTION 11.12.002 TERMS FOR BED AND BREAKFAST; AND ADDITION OF REGULATIONS FOR BED AND BREAKFASTS AS A CONDITIONAL USE IN THE ESTATE LOT (ES), SINGLE FAMILY (SF), SINGLE FAMILY LARGE SUBURBAN (SF-1), AND BED AND BREAKFAST REGULATIONS FOR TRANSITIONAL COMMERCIAL (TC), LOCAL RETAIL (LR) AND GENERAL RETAIL (GR) ZONING DISTRICTS. PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

SECTION 1. That Chapter 11 Zoning Ordinance of the Cedar Park Code of Ordinances be amended as provided hereto in Exhibit A.

SECTION 2. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 5. This Ordinance shall be and remain in full force and effect from and after the date of approval.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Cedar Park at a regular meeting on the 24th day of March, 2011, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Cedar Park at a regular meeting on the ____ day of _____, 2011, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

CITY OF CEDAR PARK, TEXAS

Robert S. Lemon, Mayor

ATTEST:

LeAnn M. Quinn, City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney

EXHIBIT A

Modifications to Terms in Chapter 11 Zoning Sec. 11.12.002 Terms – Bed and Breakfast Lounges

Bed and Breakfast: An owner ~~(or operator)~~ occupied residence ~~classified as a non-residential use for the purposes of site development~~ with up to five (5) bedrooms available for overnight guests. ~~A Bed and Breakfast Inn may provide for guest stays up to fourteen (14) consecutive days; however, it shall not offer weekly rates. Kitchen facilities may be included to provide food service from 6 a.m.-11 a.m. for guests only; however, no food preparation shall be permitted in guest bedrooms.~~ A Bed and Breakfast ~~Inn~~ shall not include restaurants, banquet facilities, or similar services.

Regulations for Bed and Breakfasts that will apply to the ES, SF, SF-1, TC, LR, and GR Districts

Red – proposed changes

Green – information

Sec. 11.02.036(E) Regulations specific to this district

- E. Any Bed and Breakfast facility shall meet the following development standards:
1. A Bed and Breakfast operation must be located on a corner lot with at least one frontage on a collector or higher classification roadway however, if the site is located on a 1 acre or greater parcel this requirement does not apply.
 2. The minimum lot size for a Bed and Breakfast is 15,000 sq. ft.
 3. A 6' privacy fence is required per Chapter 14 Section 14.07.006(B)(9) when a Bed and Breakfast abuts an existing single family residence. However, the fence is not required to be masonry.
 4. The use shall be located wholly within the principal structure that was originally constructed as a dwelling.
 5. The structure must contain at least one (1) full bathroom for the exclusive use of the owner and other members of the immediate household, plus a minimum of one (1) full private bathroom for every two (2) guest room. Each full, discrete bathroom must include a minimum of a water closet, a lavatory and a bath or shower and meet current building code requirements.
 6. The rental of rooms shall be on a daily or weekly basis to tourists or vacationers. The rental period shall not exceed fourteen (14) consecutive days in any thirty (30) day period for such tourist or vacationer.

7. There shall be no food preparation or use of food preparation appliances or devices in any guest room, except as deemed appropriate by the Director of Planning and Development Services or his/her designee. Only a breakfast meal may be provided in a common area by the owner of the facility. It is intended by this subsection that meals may be provided only to registered guests of the facility. No meals shall be served to the general public.
8. The total guest rooms shall be a minimum of three (3) and not exceed five (5). The total occupancy, excluding the owner(s) and immediate family, shall not exceed ten (10) persons.
9. Each guest room must have access to a hall or exterior door.
10. Off street parking shall be provided on the parcel on the basis of one (1) space per rental dwelling room in addition to two (2) spaces for the owner(s). All guest parking must be located off street and in the side or rear of the principle structure.
11. A minimum ten (10) foot vegetative buffer shall be provided along the side and rear lot lines behind the front setback if adjacent to an existing residential structure or a vacant lot on which a residential structure can be built. The vegetative buffer shall consist of the following plantings: One (1) 2-inch caliper canopy tree, two (2) ornamental trees, and four (4) 5-gallon shrubs with a mature height of six (6) feet for each four hundred (400) square feet of buffer. Where similar vegetation already exists, such vegetation shall be credited toward this requirement, not to exceed a reduction in excess of one-half the requirements for new plantings. If the property is not located adjacent to a residential structure as outlined above then the requirements as established in Chapter 14 Section 14.07 will apply.
12. One freestanding monument sign or wall sign may be provided. However, the sign must meet the following criteria in addition to the requirements of Chapter 13. To the extent of conflict with Chapter 13, these provisions control.
 - a. Can only be four (4) feet in height, if freestanding
 - b. Can be no greater than eight (8) sq. ft. in area
 - c. Must be earth-tone in color and composition
 - d. May not be internally illuminated
 - e. Must not obstruct the sidewalk
 - f. May not reduce driver visibility
 - g. Must be located within private property in accordance with Section 13.01.007
 - h. May be no closer than ten (10) feet to neighboring properties
 - i. May only be located on a collector roadway or higher classification roadway
13. No dwelling may be used as a Bed and Breakfast until it has been permitted by the Williamson or Travis County Health Department.
14. There shall be no other Bed and Breakfast within one (1) mile radius of the property. This distance requirement may be reduced by the Planning and Zoning Commission with a determination that public health, safety and welfare shall be preserved.
15. The owner must occupy the principle structure.

16. The hours of operation limitations listed in Section 11.02.136(E) do not apply to the bed and breakfast use.

DIVISION 6: ESTATE LOT SINGLE-FAMILY RESIDENTIAL DISTRICT, ES

Sec. 11.02.027 Purpose

The Estate Lot Single-Family Residential District, ES, is established to provide for single-family, detached residences on estate sized lots. This district provides for large lots with higher standards and larger setbacks. This district is well suited for development of large residential tracts that access existing rural style, alternate-standard streets or have older infrastructures that may impose constraints against a more densely developed neighborhood. Nonresidential uses that are permitted in this district are considered to be compatible to single-family uses and to preserve the value and integrity of the residential neighborhood.

Sec. 11.02.028 Permitted and Conditional uses

1. Single-family dwellings, detached
2. Parks, playgrounds (owned and/or operated by the municipality or other governmental agency)
3. Personal livestock (poultry as a secondary use to a dwelling, see Sec. [11.02.036A](#))
4. Places of worship
5. Public buildings, uses
6. Utility services, general
7. Real estate sales offices (during the development of a residential subdivision, to be terminated upon, ninety (90) percent build out, of the subdivision.)
8. Temporary buildings [Sec. 11.01.010](#)
9. Accessory structures, [Sections 11.04.001–11.04.004](#)
10. Accessory dwelling unit, [Section 11.04.005](#)
11. Customary home occupations, [Article \[Section\] 11.04.006](#)

12. Bed and Breakfast, Section 11.02.036(E), Conditional Use

Sec. 11.02.029 Density regulations

Sec. 11.02.030 Height regulations

Sec. 11.02.031 Setback regulations

Sec. 11.02.032 Lot regulations

Sec. 11.02.033 Off-street parking regulations

Sec. 11.02.034 Building regulations for residential uses

Sec. 11.02.035 Building regulations for nonresidential uses

Sec. 11.02.036 Regulations specific to this district

E. ADD B&B LANGUAGE HERE

DIVISION 7: LARGE LOT SINGLE-FAMILY RESIDENTIAL DISTRICT, SF

Sec. 11.02.037 Purpose

The Large Lot Single-Family Residential District, SF, is established to provide for single-family, detached residences on large sized lots. This district provides for large lots with larger setbacks providing for more open space on each lot. This district is well suited for development of large residential tracts that access existing rural style, alternate-standard streets or have older infrastructures that may impose constraints against a more densely developed neighborhood. Nonresidential uses that are permitted in this district are considered to be compatible to single-family uses and to preserve the value and integrity of the residential neighborhood.

Sec. 11.02.038 Permitted and Conditional uses

1. Single-family dwellings, detached
2. Parks, playgrounds (owned and/or operated by the municipality or other governmental agency)
3. Personal livestock, poultry as a secondary use to a dwelling, see Sec. [11.02.036A](#).
4. Places of worship
5. Public buildings, uses
6. Utility services, general
7. Real estate sales offices (during the development of a residential subdivision, to be terminated upon, ninety (90) percent build out of the subdivision.)
8. Temporary buildings [Sec. 11.01.010](#)
9. Accessory structures, [Sections 11.04.001–11.04.004](#)
10. Accessory dwelling unit, [Section 11.04.005](#)
11. Customary home occupations, [Article \[Section\] 11.04.006](#)
12. Private schools (accredited only, with curriculum equivalent to that of a public elementary or secondary school)
13. Group Homes

14. Bed and Breakfast, Section 11.02.046(E), Conditional Use

Sec. 11.02.039 Density regulations

Sec. 11.02.040 Height regulations

Sec. 11.02.041 Setback regulations

Sec. 11.02.042 Lot regulations

Sec. 11.02.043 Off-street parking regulations

Sec. 11.02.044 Building regulations for residential uses

Sec. 11.02.045 Building regulations for nonresidential uses

Sec. 11.02.046 Regulations specific to this district

E. See Section 11.02.036 for Bed and Breakfast Regulations

**DIVISION 8: LARGE SUBURBAN LOT SINGLE-FAMILY
RESIDENTIAL DISTRICT, SF-1**

Sec. 11.02.047 Purpose

The Large Suburban Lot Single-Family Residential District, SF-1, is established to provide for detached, single-family dwelling units on large suburban lots. This district may be suited for certain residential areas transitioning from rural or estate lots, in areas that have an adequate street network, but may have density constraints brought by compatibility, other limited infrastructure, or topographical features. Single-family districts are designated primarily for residential use. Nonresidential uses may be permitted in this district that are considered compatible to single-family uses and preserve the value and integrity of the residential neighborhood.

Sec. 11.02.048 Permitted and Conditional uses

1. Single-family dwellings, detached
2. Parks, playgrounds (owned and/or operated by the municipality or other governmental agency.)
3. Places of worship
4. Private schools (accredited only, with curriculum equivalent to that of a public elementary or secondary school)
5. Public buildings, uses
6. Real estate sales offices (during the development of a residential subdivision to be terminated upon ninety (90) percent build out of the subdivision.)
7. Temporary buildings [Sec. 11.01.010](#)

8. Utility services, general
9. Accessory structures, [Secs. 11.04.001–11.04.004](#)
10. Accessory dwelling unit, [Sec. 11.04.005](#)
11. Customary home occupations, [Article \[Sec.\] 11.04.006](#)
12. Group Home

13. Bed and Breakfast, Section 11.02.056(D), Conditional Use

Sec. 11.02.049 Density regulations

Sec. 11.02.050 Height regulations

Sec. 11.02.051 Setback regulations

Sec. 11.02.052 Lot regulations

Sec. 11.02.053 Off-street parking regulations

Sec. 11.02.054 Building regulations for residential uses

Sec. 11.02.055 Building regulations for nonresidential uses

Sec. 11.02.056 Regulations specific to this district

E. See Section 11.02.036 for Bed and Breakfast Regulations

DIVISION 16: TRANSITIONAL COMMERCIAL DISTRICT, TC

Sec. 11.02.129 Purpose

The Transitional Commercial District, TC, is established to provide for various types of small retail, business, and service uses to be located adjacent to residential areas with a positive impact. Permitted uses in this district are more compatible with adjacent residential areas by having limited hours of operation, small building scale, and architectural and landscape features that are consistent with residential style. This district is intended to allow for limited, nonresidential land uses that provide for a smooth transition to and from the area to preserve the integrity of the residential neighborhood. The TR District provided [provides] shopping and retail services that are generally compatible near or adjacent to residential neighborhoods, allowing access to services by pedestrians and bicycles.

Sec. 11.02.130 Permitted uses

Any use permitted in Transitional Office District, TO

1. Art galleries with retail sales
2. Bed and Breakfast, [Section 11.02.136\(F\)](#)
3. Community center
4. Day care center, adult
5. Day care center, child
6. Food sales, limited
7. Instant print copy services
8. Movie and music rentals, sales
9. Personal services, general
10. Research and development activities (as it pertains to software only), Sec. 11.12.135C [[11.02.135C](#).]
11. Retail gift store, Sec. [11.12.002](#)
12. Studios/art studio, dance, music, drama, gymnastics, photography, interior design
13. Software sales, computer hardware sales
14. Vocational or trade school
15. Personal Improvement Services

Sec. 11.02.131 Height regulations

Sec. 11.02.132 Setback regulations

Sec. 11.02.133 Lot regulations

Sec. 11.02.134 Off-street parking regulations

Sec. 11.02.135 Building regulations

Sec. 11.02.136 Regulations specific to this district (Because LR and GR are cumulative to TC, the B&B regulations will not appear in those district regulations but apply to those districts as well).

F. See Section 11.02.036 for Bed and Breakfast Regulations



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. E.3
First Reading And Public Hearing On An Ordinance Amending The City Of Cedar Park Code Of Ordinances Chapter 11 Zoning, Section 11.12.002 Terms For Bars And Cocktail Lounges. The Planning And Zoning Commission Voted 5-0 To Recommended Approval Of The Amendment.

Commentary:

Staff is proposing changes to the zoning ordinance to amend the definition for Bars and Cocktail Lounges

- **Terms – Bars and Cocktail Lounges:** Proposed modification to consider consumption of alcohol on site in order to address the potential for a ‘bring your own beer’ site.

Planning & Zoning Commission Public Hearing:

The Planning and Zoning Commission held a public hearing on March 15, 2011. No public testimony was received.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission voted 5-0 to recommend approval of the proposed amendment to the zoning ordinance regarding the definition for bars/cocktail lounges.

In Favor: Lorena Echeverria de Misi, Nicholas Kauffman, Alan Yore, Jon Lux, and Thomas Balestiere

Opposed: None

Absent: Sandy Trujillo and Stephen Thomas

Public Information Plan:

February 3, 2011: Notice appears in the Hill Country News
February 15, 2011: Planning and Zoning Commission Meeting and Public Hearing
March 3, 2011: Notice appears in the Hill Country News
March 15, 2011: Planning and Zoning Commission Meeting and Public Hearing
March 24, 2011: Public Hearing and 1st Reading at City Council

Director

City Manager's Remarks

City Manager

Legal Certification

Approved as to form and content:

Yes

No **City Attorney**

Associated Information: Ordinance

ORDINANCE NO _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AMENDING A PORTION OF CHAPTER 11, ZONING, SECTION 11.12.002 TERMS FOR BARS AND COCKTAIL LOUNGES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

SECTION 1. That Chapter 11 Zoning Ordinance of the Cedar Park Code of Ordinances be amended as provided hereto in Exhibit A.

SECTION 2. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 5. This Ordinance shall be and remain in full force and effect from and after the date of approval.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Cedar Park at a regular meeting on the 24th day of March, 2011, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Cedar Park at a regular meeting on the ____ day of _____, 2011, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

CITY OF CEDAR PARK, TEXAS

Robert S. Lemon, Mayor

ATTEST:

LeAnn M. Quinn, City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney

EXHIBIT A

Modifications to Terms in Chapter 11 Zoning Sec. 11.12.002 Terms – Bars and Cocktail Lounges

Bar, Cocktail Lounge: The commercial use of a site ~~to sell for on-premise sale and/or consumption~~ of liquor, wine, or beer ~~for on-premise consumption under permit by the State;~~ including taverns, night clubs, and similar uses, other than as an accessory/secondary use to a restaurant.



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. E.4

First Reading And Public Hearing On An Ordinance Amending The City Of Cedar Park Code Of Ordinances Chapter 11 Zoning, Section 11.02.211 Addition Of Food Preparation As A Permitted Use In The Light Industrial (LI) District. The Planning And Zoning Commission Voted 5-0 To Recommended Approval Of The Amendments.

Commentary:

Staff is proposing changes to the zoning ordinance to add food preparation as a permitted use to the Light Industrial (LI) district.

- **Addition of Food Preparation to the permitted use in the LI zoning district:** Recently, staff received a request to place a food preparation facility in a Light Industrial (LI) zoned property. Food preparation is defined as: the use of a site for the production of prepared food for wholesale distribution in a structure with not more than 25,000sf and excludes the seasonal processing of wild game. This use includes meat processing and packaging, wholesale bakeries, commercial kitchens and other specialty food processing or packaging shops. This use is similar to other uses currently in the LI zoning district, such as manufacturing processing and assembly, light and wholesale sales. Therefore, staff recommends including Food Preparation as a permitted use in the LI zoning district.

Planning & Zoning Commission Public Hearing:

The Planning and Zoning Commission held a public hearing on March 15, 2011. No public testimony was received.

Planning and Zoning Commission Recommendation:

The Planning and Zoning Commission voted 5-0 to recommend approval of the proposed amendment to the zoning ordinance pertaining to the permitted uses in the Light Industrial (LI) district.

In Favor: Lorena Echeverria de Misi, Nicholas Kauffman, Alan Yore, Jon Lux, Thomas Balestiere

Opposed: None

Absent: Sandy Trujillo and Stephen Thomas

Public Information Plan:

February 3, 2011: Notice appears in the Hill Country News
February 15, 2011: Planning and Zoning Commission Meeting and Public Hearing
March 3, 2011: Notice appears in the Hill Country News
March 15, 2011: Planning and Zoning Commission Meeting and Public Hearing
March 24, 2011: Public Hearing and 1st Reading at City Council

Director

City Manager's Remarks

City Manager

Legal Certification

Approved as to form and content: Yes No **City Attorney**

Associated Information: Ordinance

ORDINANCE NO _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AMENDING A PORTION OF CHAPTER 11, ZONING, SECTION 11.02.211 ADDITION OF FOOD PREPARATION TO THE LIGHT INDUSTRIAL (LI) DISTRICT PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

SECTION 1. That Chapter 11 Zoning Ordinance of the Cedar Park Code of Ordinances be amended as provided hereto in Exhibit A.

SECTION 2. That the provisions of this ordinance are severable and the invalidity of any word, phrase or part of this ordinance shall not affect the validity or effectiveness of the remainder of the ordinance.

SECTION 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. That it is hereby officially found and determined that the meetings at which this ordinance was introduced and passed were open to the public and that public notice of the time, place and purpose of said meetings were given all as required by law.

SECTION 5. This Ordinance shall remain in full force and effect from and after the date of approval.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Cedar Park at a regular meeting on the 24th day of March, 2011, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Cedar Park at a regular meeting on the ____ day of _____, 2011, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

CITY OF CEDAR PARK, TEXAS

Robert S. Lemon, Mayor

ATTEST:

LeAnn M. Quinn, City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney

EXHIBIT A

Permitted use addition to Division 25: Light Industrial District (LI) Section 11.02.211

Sec. 11.02.211 Permitted Uses

1. Art Studio, industrial
2. Manufacturing, custom
3. Manufacturing, processing and assembly, light
4. Office/warehouse
5. Seasonal businesses
6. Telecommunications towers
7. Transit stations
8. Utility services, general
9. Warehousing and distribution, limited
10. Wholesale, sales
11. Temporary buildings
12. Temporary uses specific to this district
13. Secondary uses specific to this district
14. Accessory structures
15. Food preparation



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. F.0

Discussion And Possible Action:

Commentary:



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. F.1
Consideration To Approve A Resolution Awarding Construction Bid For The Brushy Creek Road (Parmer Lane To Arrowhead Trail) Reconstruction Project To Chasco Constructors Ltd. For \$3,777,235.35.

Initiating Dept: Engineering

Commentary

The Brushy Creek Road (Parmer Lane to Arrowhead Trail) reconstruction project is a 2008 General Obligation Bond project consisting of the reconstruction and widening of Brushy Creek Road from a 2-lane undivided roadway to a 4-lane divided roadway with a raised median, wide outside lanes for bicycles, sidewalks, and illumination between Parmer Lane and Arrowhead Trail. This project is jointly funded by the City and Williamson County through an Interlocal Agreement.

The bid opening for this project was held on March 9, 2011. Four (4) secure bids, ranging from \$3,777,235.35 to \$4,613,535.32, were received at the bid opening. Chasco Constructors LTD. submitted the lowest bid in the amount of \$3,777,235.35. This bid was reviewed by the City's design consultant, Lockwood, Andrews, and Newnam, Inc. (LAN) and appears to be complete and competitive. Staff and the City's consultant are recommending the bid be awarded to Chasco Constructors LTD. The engineer's letter of recommendation and bid summary are attached for your reference.

Director

Fiscal Impact

Account No.: 506-56-35-6324-344

Budget / Expended

Budget/Expended: \$6,278,700 / \$5,007,541

Finance Director Review

Legal Certifications

Approved as to form

Yes

No **City/Asst. Attorney**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, AWARDED CONSTRUCTION BID FOR THE BRUSHY CREEK ROAD (PARMER LANE TO ARROWHEAD TRAIL) RECONSTRUCTION PROJECT TO CHASCO CONSTRUCTORS, LTD IN THE AMOUNT OF \$3,777,235.35; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the Brushy Creek Road (183A to Parmer Lane) reconstruction project is a 2008 General Obligation Bond project consisting of the reconstruction and widening of Brushy Creek Road from a 2-lane undivided roadway to a 4-lane divided roadway with a raised median, wide outside lanes for bicycles, sidewalk, and illumination between Parmer Lane and Arrowhead Trail; and

WHEREAS, this project is jointly funded by the City and Williamson County through an Interlocal Agreement

WHEREAS, the City received four (4) secure bids during the bid opening on March 9, 2011; and

WHEREAS, Chasco Constructors, LTD. submitted the lowest responsive base bid in the amount of \$3,777,235.35; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CEDAR PARK, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized and directed to execute a contract with Chasco Constructors, LTD. for the Brushy Creek Road (Parmer Lane to Arrowhead Trail) reconstruction project in the amount of \$3,777,235.35.

SECTION 2. That it is hereby officially found and determined that the meeting at which this resolution is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED this the 24th day of March, 2011.

CITY OF CEDAR PARK, TEXAS

ATTEST:

Robert S. Lemon, Mayor

LeAnn M. Quinn, City Secretary

APPROVED AS TO FORM
AND CONTENT:

Charles W. Rowland, City Attorney



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

March 11, 2011

Mr. Alan Green
City of Cedar Park City Hall
600 North Bell Boulevard
Cedar Park, Texas 78613

**RE: Brushy Creek Roadway Reconstruction Improvements – from Parmer Ln. to Arrowhead Tr.
Bidder Recommendation**

Mr. Green:

LAN has reviewed the unit prices and total bid amounts submitted by the four bidders for this project, confirming that Chasco Constructors is the low bidder with a bid of \$3,777,235.35. Chasco Constructors has completed the following projects of similar size and scope over the past 5 years:

PROJECT	OWNER	CONTRACT AMOUNT	COMPLETION DATE
Chandler Rd, Phase IIIB	Williamson County	\$5,649,034.60	October 2010
Wells Branch Parkway (FM1825 to Heatherwilde)	City of Austin	\$3,573,079.00	September 2010
Wells Branch Parkway	City of Pflugerville	\$6,117,516.000	November 2007
Ronald Reagan Blvd – Phase II	Ranger Excavating	\$2,965,388.00	August 2007
Pflugerville Loop – East Section	City of Pflugerville	\$4,398,593.00	February 2007
Wolf Ranch Parkway	City of Georgetown	\$2,063,275.00	January 2007
Ronald Reagan North – Phase I	Williamson County	\$7,865,862.00	April 2006
Hutto Bypass Phase 1A	Williamson County	\$4,027,596.00	April 2006

After reviewing the qualifications submitted, LAN recommends that Chasco Constructors be awarded the project.

Sincerely,

Larissa Prince, PE
Project Engineer

cc: LAN Project File 160-10417-000-1.2

BID OPENING
Brushy Creek Road (Parmer Lane to Arrowhead Trail)
March 9, 2011

Contractor	Bid Amount
Chasco Constructors, LTD.	\$ 3,777,235.35
RGM Constructors	\$ 3,833,343.19
Cash Construction	\$ 3,999,246.49
Texas Sterling	\$ 4,613,535.32



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. F.2

Consideration Related To The Naming Of Three City Council Members To A New City Hall Complex Advisory Executive Committee To Work With City Staff On The Design And Finish Out Of The Recently Purchased City Hall Complex.

Commentary:



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. G.0
Executive Session:



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. G.1

Section 551.071 (1)(A) And (2) Consultation With Attorney Concerning Legal Matters Covered By The Texas Disciplinary Rules Of Professional Conduct Of The State Bar Of Texas.

- a. Legal Issues Regarding Leases And Contracts Relating To The Galleria At Red Oaks.**
- b. Legal Issues Regarding The Capital Area Fire Chiefs Association's Memorandum Of Understanding For Mutual Aid In Fire Protection And Other Emergency Services Response Agreement.**
- c. Legal Issues Concerning Agreements For The Water Park Project.**



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. H.0

Reconvene into Open Meeting and consider action, if any, on items discussed in Executive Session



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. H.1
Mayor And Council Closing Comments.



CITY COUNCIL AGENDA

Date:3-24-2011

Subject: Agenda Item No. H.2
Adjournment.