



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 1, 2025
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Michael Herrera
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, Mayor Pro Tem
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Todd Parton

The meeting will also be live-streamed at the following link: <https://www.leandertx.gov/video>.

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Receive a presentation regarding micro-trenching requirements and proposed updates to the City's permitting and specifications to allow this technique.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation, Police and Fire Department Color Guards presenting Colors and Pledges of Allegiance.
5. Roll Call.
6. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

7. Recognitions/Proclamations/Visitors.
 - Eagle Scouts Certificate of Recognition
 - National Day of Prayer Proclamation (May 1)
 - National Wildfire Awareness Month Proclamation (May)
 - National Peace Officer Week and Memorial Day Proclamation (May 11-17)
 - National Public Servants Month Proclamation (May)
8. Staff Reports

- Capital Improvement Project Update regarding Bagdad Terminus Pump Station, Ground Storage Tank, and 24-inch Waterline (CIP W.74)
- State Legislative Update

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on April 17, 2025.
10. Approval of Fiscal Year 2025 Roadway Striping Program with D.I.J. Construction, Inc. in the amount of \$75,929.99 utilizing Solicitation #S20-18 agreement; and authorizing the City Manager to execute any and all necessary documents.
11. Approval of Work Order No. 6 with Pavement Restoration, Inc., utilizing Solicitation S20-023 agreement for asphalt rejuvenating agent application to asphalt concrete roadways in the amount of \$57,917.45; and authorizing the City Manager to execute any and all necessary documents
12. Approval of Amendment No.5 to Task Order DA-01 with Doucet & Associates, Inc., for San Gabriel Parkway Phase 3 from CR 270 to the Palmera Ridge Subdivision (CIP Project T.46), increasing the current contract amount by \$134,949.50 for a new total of \$813,047.50; and authorize the City Manager to execute any and all necessary documents.
13. Approval of Task Order DRAIN-EEP-CIPS23-019-02 with EDGE Engineering, PLLC, for Lakewood Community Park WCID Compensatory Cut (CIP Project P.4), in the amount of \$78,050.00; and authorize the City Manager to execute any and all necessary documents.
14. Approval of the Client Subscription Agreement with SpryPoint Services, Inc., subcontractor engaged by Core & Main LP, for the Advanced Metering Infrastructure Water Meter Conversion (CIP Project W.42); and authorize the City Manager to execute all necessary contracts and documents
15. Acceptance of Infrastructure Improvements associated with Subdivision Case PICP-23-0086 Bar W Ranch West Phase 9 for public streets, drainage, water, wastewater and streetlights.
16. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0151 to amend the current zoning of SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) on one (1) parcel of land 10.01 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R318556; and more commonly known as 551 Private Road 920, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

17. Conduct a Public Hearing regarding Ordinance Case OR-25-0031 amending Chapter 3 Building Regulations, Section 3.01.001 Building Codes for the purpose of adopting the 2021 Series of International Codes and selected Appendices with Local Amendments, adopting the 2023 National Electrical Code; and amending Code Of Ordinances Chapter 5 Fire And Emergency Management, Article 5.01 Fire Code for the purpose of adopting the 2021 Fire Code and selected Appendices with Local Amendments.
 - Discuss and consider action regarding Ordinance Case OR-25-0031 as described above.
18. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-25-0016 to amend the Comprehensive Plan text to update the Employment Center land use category for the center located to the southwest of the intersection of Hero Way and Ronald W. Reagan Boulevard to create

options for horizontal mixed uses and update the Leander Central land use category located to the northeast of the intersection of Hero Way and US 183 to support conventional zoning districts including the GC (General Commercial) and LC (Local Commercial) use components, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-25-0016 as described above.

REGULAR AGENDA

19. Discuss and consider action on the Telecommunications Marketing and Master Ground Lease Agreement between the City of Leander and Branch Communications, LLC, for the marketing, leasing, development, and management of telecommunication facilities on City-owned properties; and to authorize the City Manager to execute any and all necessary documents.
20. Discuss and consider action on the first reading of an Ordinance regarding the Oakwood Hills Annexation Case A-24-0015 and the adjacent right-of-way (ROW) of Nameless Road Annexation Case A-24-0019 regarding the voluntary annexation of 337.292 acres $\pm$ in size, more particularly described by Travis Central Appraisal District as Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and the portion of the abutting ROW known as Nameless Road; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.
21. Discuss and consider action on the first reading of an Ordinance regarding Zoning Case Z-24-0124 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to SFR-2-B (Single Family Rural) on seven (7) parcels of land approximately 337.292 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.
22. Discuss and consider action on an Ordinance amending Article A7.000, Appendix A, Leander Code of Ordinances, to adopt a monthly surcharge applicable to outside city limits retail water customers for the recovery of rate-case expenses ordered by the Public Utility Commission; providing a method of calculating the surcharge; establishing a maximum monthly surcharge of \$5.00 providing severability, open meetings, and effective date clauses, and providing for other related matters
23. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
24. Council Member Closing Statements.
25. Convene into Executive Session pursuant to:
 1. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of property for public purpose; and
 2. Section 551.074, Texas Government Code, to discuss the annual evaluation of City Manager.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:

1. Acquisition of property for public purpose; and
2. City Manager evaluation.

26. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 25th day of April 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script that reads "Dara Crabtree". The signature is written in black ink and is positioned above a horizontal line.

Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
5/1/2025

AGENDA SUBJECT:

Approval of the minutes for meeting held on April 17, 2025.

BACKGROUND:

Attached are the minutes for meeting held on April 17, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 04.17.2025



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 17, 2025
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle
Place 1 – Kathryn Pantalion-Parker
Place 2 – Michael Herrera
Place 3 – David McDonald

Place 4 – Na'Cole Thompson, Mayor Pro Tem
Place 5 – Chris Czernek
Place 6 – Becki Ross
City Manager – Todd Parton

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
Opened meeting at 6:00 p.m.
2. Roll Call.
Roll call reflected all present.
3. Convene into Executive Session pursuant to:
 1. Section 551.074, Personnel, to discuss appointments to the Planning and Zoning Commission and Board of Adjustment; and
 2. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of property for public purpose; and
 3. Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.087, Texas Government Code, to deliberate with legal counsel regarding an addendum to a Chapter 380 Agreement by and between City of Leander and Home Depot, USA, Inc.; and
 4. Section 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property for the Leander 2243 Water Main Project (CIP W.18); and
 5. Section 551.074, Texas Government Code, to discuss the evaluation process of City Manager.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:

1. Appointments to the Planning and Zoning Commission and Board of Adjustment; and
2. Acquisition of property for public purpose; and
3. Addendum to a Chapter 380 Agreement by and between City of Leander and Home Depot, USA, Inc.; and
4. Acquisition of property for the Leander 2243 Water Main Project (CIP W.18); and
5. Evaluation process of City Manager.

Convened into Executive Session at 6:02 p.m.; reconvened into open session at 6:41 p.m.

1. No action.

2. No action.

3. Motion: approve an addendum to a Chapter 380 Agreement by and between City of Leander and Home Depot, USA, Inc. as discussed in executive session.

By: Mayor Pro Tem Thompson

Seconded: Councilmember Ross

Vote: 7 - 0

4. Motion: approve the acquisition of property located in the Elijah D. Harmon, Abstract No. 6 for a water line easement and temporary construction easement relating to the Leander 2243 Water Main Project (CIP W. 18) as discussed in executive session.

By: Mayor Pro Tem Thompson

Seconded: Councilmember Ross

Vote: 7-0

5. No action.

Briefing Workshop adjourned at 6:42 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:00 p.m.; Councilmember Czernek provided the invocation; and Mayor Delisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

6. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

Ali Riot-Brown, 100 Mockingbird Hill - commented on TMC organization.

Jay Howard, 122 Carl Road, Creedmoor - commented on RFP solid waste contract.

The following people spoke on drainage, geological concerns and reports, traffic, and neighboring construction concerns: Anita Chumnavech, 708 Palamos Drive; Daniel Reed, 708 Palamos Drive; Suresh Dasari, 1812 Cullera Drive; Ramakvishna Arika, 1904 Vinaros Court; Annette Sponseller, 402 Hernandos Loop; Joseph Berk, 828 Nicosia Court; Krishna Ethirajan, 1920 Tabarca Drive; Ikhyeon Jeon, 1909 Vinaros Court; Autumn Griffin, 1909 Vinaros Court; Chandra Cherupally, 813 Ibiza Drive; Padmaja Marti, 817 Nicosia Court; Nag Maddula, 1805 Tabarca Drive; Suruchi Rohatgi, 1936 Cabrera Drive; Keerthi Shankar, 1916 Cabrera; Venkat Potineni, 1805 Cullera; Sri Dola, 1908 Cabrera Drive; Srinivasa Rao Muppala, 737 Marbella Vista Way; Suresh Pabha, 817 Ibiza Drive; Pratheek Lakur, 1816 Cullera Drive; Mahendiran Chandrasekar, 1920 Cabrera Drive and Sam Sheiker, Pflugerville.

7. Recognitions/Proclamations/Visitors.

- National Animal Control Officer Appreciation Week (April 13-19)
- National Public Safety Telecommunicators Week (April 13-19)
- Mayor's Monarch Pledge Proclamation

8. Staff Reports

- Capital Improvement Project Update regarding Bagdad Road and Collaborative Way (CIP T.71) and Senior Center (CIP P.6) Projects.

Bagdad Road and Collaborative Way (CIP T. 71) update included announcement of project was completed.

Senior Center (CIP P.6) updated included construction progress report.

9. Leander History

Leander history update included of photos of past Easter celebrations.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 10 through 18.

By: Councilmember Ross

Seconded: Councilmember McDonald

Vote: 7 - 0

[Council took a brief recess at 8:09 p.m.; reconvened at 8:20 p.m.]

10. Approval of the minutes for meeting held on April 3, 2025.
11. Approval of an interlocal agreement with the Member Governments of the Williamson County Regional Animal Shelter (WCRAS) to incorporate Georgetown into the WCRAS.
12. Approval of Amendment No.4 to Task Order FNI-3 with Freese and Nichols, Inc., for San Gabriel Parkway Roadway Project Phase 2 (CIP T.11), to provide for the update and resubmission of the Contributing Zone Plan Modification to Texas Commission of Environmental Quality, increasing the current contract amount by \$7,344.00 for a new total of \$1,032,846.00; and authorize the City Manager to execute any and all necessary documents.
13. Acceptance of infrastructure improvements associated with Subdivision Case PICP-21-0039 Edgewood Phase 2 Section 1 generally located one half mile south of the intersection of RM 2243 and CR 175 on the east side of CR 175 for public streets, stormwater/drainage, water, wastewater and streetlights.
14. Acceptance of infrastructure improvements associated with Subdivision Case 21-PICP-017 Rosenbusch Ranch Phase 4 generally located to the east of the intersection of N. Lakeline Boulevard and Vista Ridge Drive, to the west of the Vista Ridge Subdivision for public streets, drainage, water, and wastewater.

15. Approval of the Roadway Impact Fee (RIF) Offset Agreement for the Lifestyle Leander Subdivision for the construction of East Street improvements located to the north of Hero Way adjacent to Lot 1, Block A of the Lifestyle Leander subdivision to reduce the RIF paid at the time of building permits to reflect the value of the construction of East Street pursuant to Article 12.08 of the Code of Ordinances; and authorize the City Manager to execute any and all necessary documents.
16. Approval of the Amendment to the Sarita Valley Memorandum of Agreement (MOA) regarding tree mitigation requirements associated with drainage improvements prior to the final site development for one (1) parcel of land 20.026 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R037216, generally located to the southeast of the intersection of RM 2243 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
17. Approval of the extension of the application expiration for Subdivision Case PICP-23-0101 regarding Travisso Phase 3 Section 9 development on one (1) parcel of land 92.079 acres $\pm$ in size, more particularly described by Travis County Appraisal District Parcel 964975; generally located north of the intersection of Normandy View and Torcello Cove, Leander, Travis County, Texas.
18. Approval of the second reading of an Ordinance regarding Zoning Case Z-24-0154 to amend the current zoning of TOD/PUD-CD (Transit Oriented Development/ Planned Unit Development – Conventional Development Sector) to adopt the McCall Capital Minor Planned Unit Development with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land 4.06 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R032207; and is generally located east of 183A Toll Road, approximately 270 feet south of Bulbine Drive, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

19. Conduct a Public Hearing regarding Zoning Case Z-24-0151 to amend the current zoning of SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) on one (1) parcel of land 10.01 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R318556; and more commonly known as 551 Private Road 920, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0151 as described above.

The Public Hearing opened at 8:22 p.m.; Public Hearing closed at 9:00 p.m. Speaking in favor of the request was Majid Mohammed, 1820 Tabarca Drive and Donna Beard, 525 Gabrielle Anne. Sam Sheiker, Pflugerville spoke neither in favor nor in opposition of the request.

Speaking in opposition of the request was Anita Chumnavech, 708 Palamos Drive; Srinivasa Rao Muppala, 737 Marbella Vista Way; Dmytro Konobrytskyi, 712 Palamos Drive; Joseph Berk, 828 Nicosia Court; Padmaja Marti, 817 Nicosia Court; Krishnaraj Ethirajan, 1920 Tabarca Drive; Annette Sponseller, 402 Hernandos Loop; Ragheb Halabi, 1813 Cullera Drive; Suresh Dasari, 1812 Cullera Drive; Murali Shanmurnam, 1908 Vinardos Court; Keshara Reddy Yasa, 1809 Cullera Drive; Pratheek Lakur, 1816 Cullera Drive; Daniel Reed, 708 Palamos Drive; Venkat Potineni, 1805 Cullera Drive; Srikanth Dola, 1908 Cabrera Drive; Ramakrishna Arika, 1904 Vinaros Court; Supreet Agrawal, 833 Ibiza Drive; Mahendiran Chandrasekar, 1920 Cabrerra Drive; and Rajender Lambu, 1009 Almeria Bend.

Motion: Approve to approve Zoning Case Z-24-0151, following a discussion.

By: Mayor DeLisle

Seconded: Councilmember Czernek

Vote: 7 - 0

[Council took a brief recess at 9:17 p.m.; reconvened at 9:29 p.m.]

20. Conduct a Public Hearing regarding Ordinance Case OR-25-0028 to amend the Subdivision Ordinance to update the criteria for Short Form Final Plats and update the application extension process, and to provide for related matters; Leander, Williamson and Travis Counties, Texas.
- Discuss and consider action regarding Ordinance Case OR-25-0028 as described above.

The Public Hearing opened at 9:30 p.m.; Public Hearing closed at 9:30 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Ordinance Case OR-25-0028.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

REGULAR AGENDA

21. Discuss and consider action on the first reading of an Ordinance regarding the Oakwood Hills Annexation Case A-24-0015 and the adjacent right-of-way (ROW) of Nameless Road Annexation Case A-24-0019 regarding the voluntary annexation of 337.292 acres $\pm$ in size, more particularly described by Travis Central Appraisal District as Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and the portion of the abutting ROW known as Nameless Road and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

Motion: Postpone this item until the May 1, 2025 regular city council meeting, following a discussion.

By: Mayor DeLisle

Seconded: Councilmember McDonald

Vote: 7 - 0

22. Discuss and consider action on the first reading of an Ordinance regarding Zoning Case Z-24-0124 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to SFR-2-B (Single Family Rural) on seven (7) parcels of land approximately 337.292 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

Motion: Postpone this item until the May 1, 2025 regular city council meeting.

By: Mayor DeLisle

Seconded: Councilmember McDonald

Vote: 7 - 0

23. Discuss and consider action on a waiver to the residential phasing plan requirements for Subdivision Case CP-24-0041 Lone Star Landing Phase 2 Concept Plan on one (1) parcel of land 37.015 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031560; and generally located at 800 CR 177, Leander, Williamson County, Texas.

Motion: Approve Subdivision Case CP-24-0041.

By: Councilmember Ross

Seconded: Councilmember Czernek

Vote: 7 - 0

24. Discuss and consider action on Development Agreement Case DA-25-0023 Home Depot Development Agreement between Austin Community College (ACC), Home Depot, and the City of Leander for a property located on one (1) parcel of land approximately 15.27 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R505807; and generally located 750 feet northwest of the intersection of 183A Toll Road and Hero Way, Leander, Williamson County, Texas to establish development standards regarding roads, waterlines, and dedication of right-of-way (ROW); and to authorize the City Manager to execute any and all necessary documents.

Motion: Approve Development Agreement Case DA-25-0023.

By: Mayor DeLisle

Seconded: Councilmember Ross

Vote: 7 - 0

25. Discuss and consider action on appointments to fill unexpired terms to the following boards, commissions and committees: Board of Adjustment, Historic Preservation Commission, Leander Public Arts and Culture Commission, Parks and Recreation Advisory Board; Planning and Zoning Commission, and others if necessary.

Motion: Approve the following board and commission appointments:

Board of Adjustment: Sheeta Gampawar, Alt. # 2 and Laura Davis, Alt #2 with terms expiring in October 2025.

Historical Preservation Commission: Carlos Gormaz with a term expiring in October 2026.

Parks and Recreation Advisory Board: Scott Gustafoson with a term expiring in October 2026.

Leander Public Arts and Culture Commission: Kyla Spady with a term expiring in October 2025.

Planning & Zoning Commission: Karen Lewis with a term expiring in October 2025.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

26. Receive a City staff report and hold discussion on the City of Leander's Access Management Plan for the Ronald Reagan Boulevard corridor.

Following a discussion, no action was taken.

27. Discuss and consider action on directing staff regarding the marketing materials for the City of Leander community survey.

Following a discussion, no action was taken.

28. Discuss and consider action on directing staff regarding the Request for Proposal for Community Brand Strategy.

Following a discussion, no action was taken.

29. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*

None.

30. Council Member Closing Statements.

Kathryn Pantalione-Parker - wished everyone a Happy Easter.

Michael Herrera - commented on upcoming Mindful and Wellness Expo on May 9, 2025.

Na'Cole Thompson - wished everyone a Happy Easter.

Chris Czernek - commented on Resurrection Sunday.

Becki Ross - commented on upcoming CapMetro Art on The Bus celebration on Tuesday at 9:30 a.m.

Christine DeLisle - stated tonight's dinner was from Cork & Barrel; reminded everyone to shop locally; and the proclamations were issued for Education and Sharing Day (April 9), 200th Anniversary LaFayette Farewell Tour 1824-1825, and Week of Young Child (April 5-11) .

31. Adjournment

Adjourned at 10:31 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
5/1/2025

AGENDA SUBJECT:

Approval of Fiscal Year 2025 Roadway Striping Program with D.I.J. Construction, Inc. in the amount of \$75,929.99 utilizing Solicitation #S20-18 agreement; and authorizing the City Manager to execute any and all necessary documents.

BACKGROUND:

Roadway striping in various locations is selected annually for restoration with locations evaluated and selected based on, but not limited to, condition of striping, citizen requests, and Public Works staff observations. The City of Leander, on June 18, 2020, retained D.I.J. Construction, Inc., under a five (5)- year agreement plus two (2) optional one (1)- year renewals for roadway striping on an “as-needed” basis annually (Solicitation # S20-018).

Restriping work for each identified street segment generally includes restriping of all existing lane markings. This includes long lines, short lines, words, symbols, raised pavement markers, and crosswalks. Since the inception of this contract, approximately 47 lane miles have been restriped. For FY 2025, the planned work order will restripe all existing lane markings within the street segments listed below. Attached Roadway Striping Overview (FY20-FY25) shows various striping locations that have been completed in previous years and planned locations for FY 2025 are provided immediately below.

- ITEM A - East Crystal Fall Parkway (183 to 183A): 4.6 lane miles
- ITEM B - County Glen Boulevard at US183: 0.1 lane miles
- ITEM C - East Sonny Drive (US183 to Leander Drive): 0.3 lane miles
- ITEM D - Metro Drive at US183: 0.1 lane miles
- ITEM E - Halsey (San Gabriel Parkway to Deer Rim Road): 1.6 lane miles

HISTORY/TIMELINE:

06/18/2020: City Council approved five (5) year contract.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

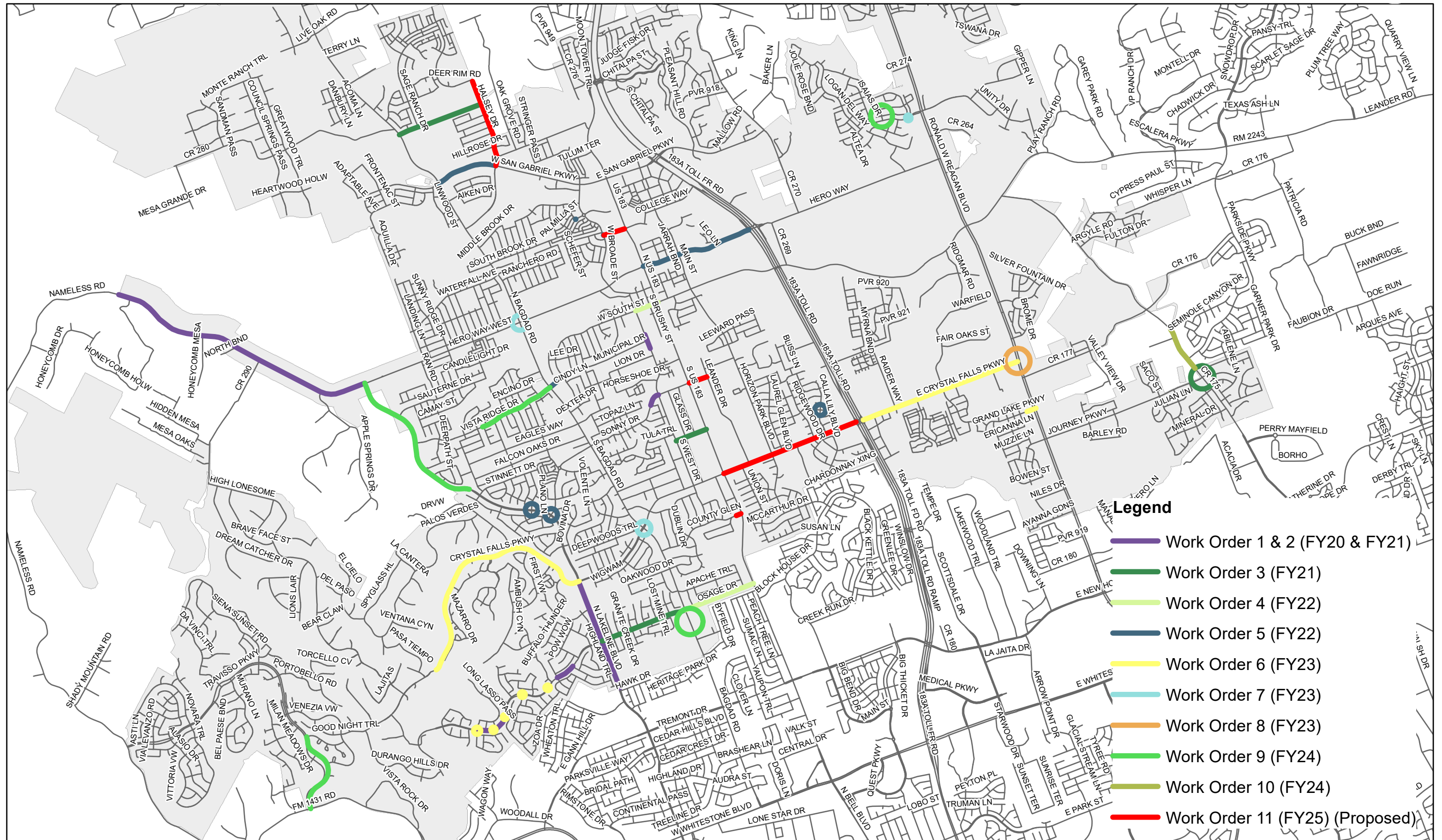
Gina M. Ellison, P.E.
Executive Director of Public Works

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$75,929.99
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:

1. Roadway Striping Overview (FY20-FY25)
2. DIJ Construction Signed MOU 06.24.2020
3. Work Order No.11 Roadway Striping FY2025

City of Leander Roadway Striping (FY2020 - FY2025)





City of Leander
PURCHASING DEPARTMENT
105 N. Brushy Street • Leander, Texas 78641

CONTRACT MEMO OF UNDERSTANDING

This Memo of Understanding (MOU) is entered into by and between the City of Leander, herein "City", and D.I.J. Construction, Inc., herein "Vendor" pursuant to the authority contracted and in compliance with the provisions of the Local Government Code.

I. CONTRACTING PARTIES

Municipality: **City of Leander**
Located at 105 N. Brushy Street, Leander, Texas 78641

Vendor: **D.I.J. Construction, Inc.**
Located at P.O. Box 1609, Bertram, Texas ~~78702~~ 78605 

II. STATEMENT OF SERVICES TO BE PROVIDED

D.I.J. Construction, Inc. will provide the furnishing of all labor, material, and equipment, and supervision necessary to perform all of the work required for roadway striping on an "as needed" basis as outlined in the solicitation #S20-018, vendor response, amendments, memos of understanding, and subsequent change orders.

In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the following order of priority: Signed City of Leander Contract Memo of Understanding, City of Leander Terms and Conditions, and Vendor's Responses, and all exhibits.

IV. CONTRACT TERM

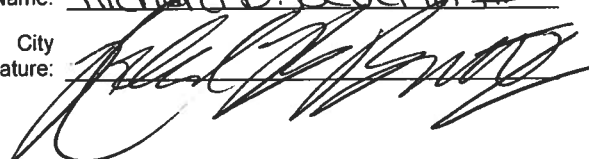
The term of service under this Memo of Understanding (MOU) shall begin June 23, 2020 and will conclude no later than June 23, 2025. This Memo of Understanding (MOU) is the initial contract and has the option of two (2) annual contract extension renewals per the terms of the Solicitation.

V. TERMS AND CONDITIONS

Vendor agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of signature, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this Memo of Understanding (MOU), in a separate agreement or on the face of a purchase order. The City's Definitions, Terms and Conditions are herein made a part of this Memo of Understanding (MOU) can be found on the City's website by visiting <https://www.leandertx.gov/finance/page/purchasing>.

SIGNATURE REQUIRED

The person who signs this MOU must have the authority to bind the company into a contract.

Vendor Printed Name: <u>Tim D. Jarma</u>	Job Title: <u>Vice President / Estimator</u>
Vendor Signature: 	Date: <u>June 24, 2020</u>
City Printed Name: <u>Richard B. Beverlin III</u>	Job Title: <u>City Manager</u>
City Signature: 	Date: <u>25 June 2020</u>



CITY OF LEANDER ROADWAY STRIPING

SOLICIATION #S20-018

WORK ORDER NO. 11

This will constitute authorization by the City of Leander, Texas (Owner), for D.I.J. Construction, Inc. (Contractor) to proceed with the following described services.

CITY OF LEANDER ROADWAY STRIPING FY 2025

DESCRIPTION OF WORK

All pavement markings are to be Type I (Hot Applied Thermoplastic) marking Materials. See Attachments for location and marking details.

- ITEM A - E Crystal Fall Pkwy (183 to 183A)
- ITEM B - County Glen Blvd at US183
- ITEM C - East Sonny Dr (US183 to Leander Dr)
- ITEM D -Metro Drive at US183
- ITEM E - Halsey (San Gabriel Pkwy to Deer Rim Rd)

TIME FOR COMPLETION

Complete by July 31st, 2025.

BASIS OF COMPENSATION

The City shall make payments to Contractor on a monthly billing basis.

APPROVED:

CITY OF LEANDER, TEXAS

By: _____

Title: _____

Date: _____

ACCEPTED:

D.I.J. Construction, Inc.

By: Tim D. Jarma

Title: Vice President / Estimator

Date: February 5, 2025

City of Leander Roadway Striping FY 2025
Cost Estimate Summary
Work Order # 11

SN	Description	Amount
1	ITEM A - E Crystal Fall Pkwy (183 to 183A)	\$ 47,611.35
2	ITEM B - County Glen Blvd at US183	\$ 1,564.40
3	ITEM C - East Sonny Dr (US183 to Leander Dr)	\$ 10,606.52
4	ITEM D -Metro Drive at US183	\$ 3,167.12
5	ITEM E - Halsey (San Gabriel Pkwy to Deer Rim Rd)	\$ 12,980.60

Estimated Total for Work Order # 11 = \$ 75,929.99



City of Leander Roadway Striping FY 2025 Work Order No. 11





EXECUTIVE SUMMARY
5/1/2025

AGENDA SUBJECT:

Approval of Work Order No. 6 with Pavement Restoration, Inc., utilizing Solicitation S20-023 agreement for asphalt rejuvenating agent application to asphalt concrete roadways in the amount of \$57,917.45; and authorizing the City Manager to execute any and all necessary documents

BACKGROUND:

Roadways at different locations throughout the City are selected annually for restoration through the application of asphalt rejuvenating agents. Their selection is based on consultant recommendations and the City's pavement condition assessment survey as to which roadways are the best candidates for this treatment. Application of asphalt rejuvenating agents helps extend a roadway's service life by 5 to 7 years by improving the durability of the asphalt, re-balancing the chemistry of the oxidized pavement, and delaying the aging process.

This program was first instituted in 2018 to address the City's growing maintenance needs with regard to distressed roadways. On June 23, 2020, the City of Leander retained Pavement Restoration, Inc., under a five (5)-year agreement plus two (2) optional one (1)- year renewals for the roadway rejuvenation program on an "as needed" basis annually (Solicitation #S20-023). Since the inception of this contract, approximately 30 lane miles have been treated. For FY 2025, the planned work order will treat around 6 lane miles in the Cold Spring subdivision. Attached is the Asphalt Rejuvenation Program FY18-FY25 which shows various areas that have been completed in previous years and those planned for FY25.

HISTORY/TIMELINE:

06/18/2020: Five (5) year agreement between City of Leander and Pavement Restoration, Inc., was approved by the City Council.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Gina M. Ellison, P.E., Executive Director of Public Works

Fiscal Impact

Amount requested:

\$57,917.45

Approved in current budget (Yes / No):

Yes

<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:

1. COL Asphalt Rejuvenation FY18-25
2. Pavement Restoration Signed MOU 6-23-20
3. COL Asphalt Rejuvenation WO#6

CITY OF LEANDER PAVEMENT REJUVENATION PROGRAM





City of Leander
PURCHASING DEPARTMENT
105 N. Brushy Street • Leander, Texas 78641

CONTRACT MEMO OF UNDERSTANDING

This Memo of Understanding (MOU) is entered into by and between the City of Leander, herein "City", and Pavement Restoration, Inc., herein "Vendor" pursuant to the authority contracted and in compliance with the provisions of the Local Government Code.

I. CONTRACTING PARTIES

Municipality: City of Leander
Located at 105 N. Brushy Street, Leander, Texas 78641

Vendor: Pavement Restoration, Inc.
Located at 111 Valley Knoll, Boerne, Texas 78006

II. STATEMENT OF SERVICES TO BE PROVIDED

Pavement Restoration, Inc. will provide all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses on an "as needed" basis as outlined in the solicitation #S20-023, vendor response, amendments, memos of understanding, and subsequent change orders.

In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the following order of priority: Signed City of Leander Contract Memo of Understanding, City of Leander Terms and Conditions, and Vendor's Responses, and all exhibits.

IV. CONTRACT TERM

The term of service under this Memo of Understanding (MOU) shall begin June 23, 2020 and will conclude no later than June 23, 2025. This Memo of Understanding (MOU) is the initial contract and has the option of two (2) annual contract extension renewals per the terms of the Solicitation.

V. TERMS AND CONDITIONS

Vendor agrees that the City's standard Definitions, Terms and Conditions, in effect at the time of signature, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this Memo of Understanding (MOU), in a separate agreement or on the face of a purchase order. The City's Definitions, Terms and Conditions are herein made a part of this Memo of Understanding (MOU) can be found on the City's website by visiting <https://www.leandertx.gov/finance/page/purchasing>.

SIGNATURE REQUIRED

The person who signs this MOU must have the authority to bind the company into a contract.

Vendor
Printed Name: ROBERT WISSINS

Job Title:

PRESIDENT

Vendor
Signature: [Signature]

Date:

6/23/20

City
Printed Name: Richard B. Bevedin III

Job Title

City Manager

City
Signature: [Signature]

Date:

6/23/20



CITY OF LEANDER ASPHALT REJUVENATION

SOLICIATION #S20-023

WORK ORDER NO. 6

This will constitute authorization by the City of Leander, Texas (Owner), for Pavement Restoration, Inc. (Contractor) to proceed with the following described services.

CITY OF LEANDER ASPHALT REJUVENATION FY 2025

DESCRIPTION OF WORK

See attached project location plan sheet.

TIME FOR COMPLETION

Complete by August 31st, 2025.

BASIS OF COMPENSATION

The City shall make payments to Contractor on a monthly billing basis.

APPROVED:

CITY OF LEANDER, TEXAS

By: _____

Title: _____

Date: _____

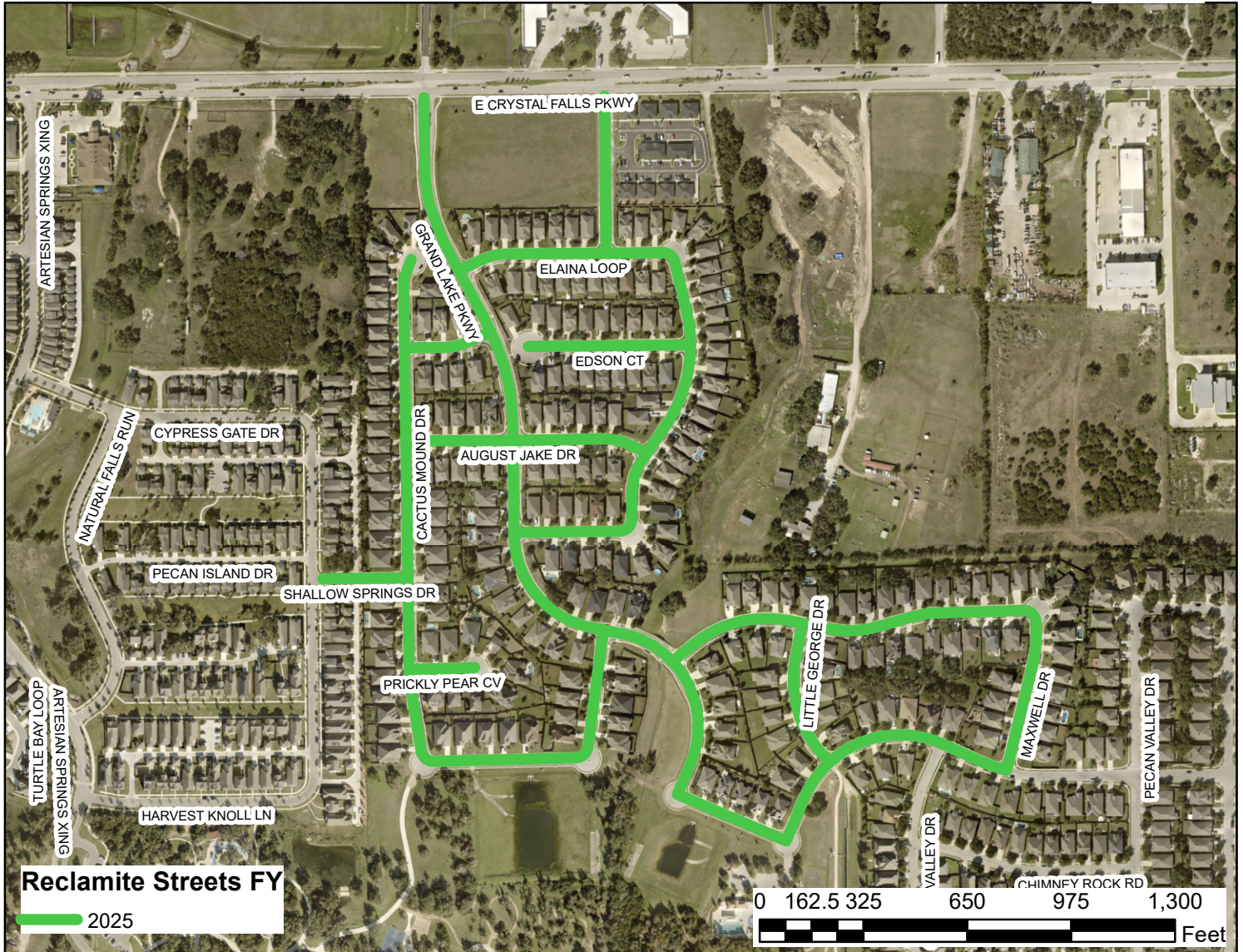
ACCEPTED:

Pavement Restoration, Inc.

By: Robert Wiggins

Title: PRESIDENT

Date: 3/3/25



Street Name	Length (ft)	Width (ft)	Area (SY)	Estimated Cost (\$1.15/SY)
Grand Lake Pkwy Crystal Falls to Cactus Mound Dr)	3810	38	16,087.0	\$ 18,500.05
Grand Lake Pkwy (Cactus Mound Dr to Maxwell Dr)	1940	28	6,036.0	\$ 6,941.40
Highland Falls Drive	491	28	1,528.0	\$ 1,757.20
Cactus Mound Drive	2468	28	7,679.0	\$ 8,830.85
Shallow Springs Drive	266	28	828.0	\$ 952.20
Elaina Loop	1945	28	6,052.0	\$ 6,959.80
Suzanne Kell Drive	279	28	868.0	\$ 998.20
Edson Court	509	28	1,584.0	\$ 1,821.60
August Jake Drive	764	28	2,377.0	\$ 2,733.55
Prickly Pear Cove	206	28	641.0	\$ 737.15
Maxwell Drive	1680	28	5,227.0	\$ 6,011.05
Little George Drive	468	28	1,456.0	\$ 1,674.40
Total			50,363.0	\$ 57,917.45

Note:

The asphalt rejuvenating agent shall be applied only when the surface to be treated is thoroughly dry and when it is not threatening to rain.



EXECUTIVE SUMMARY
5/1/2025

AGENDA SUBJECT:

Approval of Amendment No.5 to Task Order DA-01 with Doucet & Associates, Inc., for San Gabriel Parkway Phase 3 from CR 270 to the Palmera Ridge Subdivision (CIP Project T.46), increasing the current contract amount by \$134,949.50 for a new total of \$813,047.50; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On September 17, 2015, the City Council had approved a task order agreement for engineering consulting services, FNI-3, with Freese and Nichols, Inc., to provide design, bidding, and construction administration for the San Gabriel Parkway extension from County Road 270 (CR 270) to Ronald W. Reagan Boulevard as a 4-lane divided roadway with curb and gutter, storm sewers, water quality systems, runoff detention, street lighting, landscaping, temporary irrigation, and a 24-inch water line. The cost of the roadway design was to be shared with the developer, Palmera Bluff Development, Inc. (Developer), under Addendum No.1 to the Development and Annexation Agreement, dated March 5, 2015.

On June 7, 2018, the City Council approved Amendment No. 3 to Task Order FNI-3 to divide the San Gabriel Parkway extension into three (3) Phases to facilitate acceleration of the design and construction of the middle phase of the project (also known as Segment 1) to assist the Developer with constructing a four (4) lane roadway and roundabout between the Palmera Bluff and Palmera Ridge developments, as well as evaluate a potential roundabout at the intersection of CR 270 and San Gabriel Parkway.

On August 18, 2022, City Council approved Task Order DA-01 with Doucet & Associates, Inc., to engineer and design Segment 2 of the San Gabriel Parkway extension, now known as Phase 3, which will extend San Gabriel Parkway East from the completed Phase 1 section (adjacent to Palmera Bluff) to CR 270. The project will consist of the design and construction of four (4) lanes of roadway, with medians.

At the time Task Order DA-01 was awarded, there was much scope unknown or undetermined; therefore, was not included in the original design contract agreement. Now, with the development of adjacent properties, City staff have determined that more robust drainage and detention analysis and design is required. Streetlights will be needed, irrigation, landscaping, and conduits for fiber optic will be added, and the original roundabout concept is too costly and would require the City to procure large quantities of land to achieve, thereby negatively impacting private landowners. The newer design is more linear and requires engineering and design for future traffic signals.

Amendment No. 5 includes these additional services. There are credits for those original design elements, such as the roundabout and a new wastewater system, which will not be included. These additional services are proposed for the amount of \$134,949.50.

HISTORY/TIMELINE:

- 08/18/2022 – City Council approved Task Order DA-01 agreement with Doucet & Associates, Inc..
- 11/28/2023 – City Staff approved Amendment No. 1 to Task Order DA-01 provided for aid in the facilitation of a Regional Habitat Conservation Plan with Williamson County for mitigation efforts of the endangered species and endemic karst fauna; \$4,500.00.
- 02/09/2024 – City Staff approved Amendment No. 2 to Task Order FNI-3 provided for reallocation of unused funds of tasks items 504.800 and 508.800 to task items 501 and 505; \$0.00.
- 06/24/2024 – City Staff approved Amendment No. 3 to Task Order DA-01 provided for addition of the Golden-Cheeked Warbler Habitat Assessment (GCWA) to the original scope of services; \$14,500.00.
- 06/24/2024 – City Staff approved Amendment No. 4 to Task Order DA-01 provided for the addition of the Geological Assessment (GA) to the original scope of services. Geological Assessment will be conducted in accordance with Texas Commission on Environmental Quality – “Instructions for Geologic Assessments on the Edwards Aquifer Recharge/Transition Zone”; \$8,660.00.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$134,949.50
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	2016 Certificates of Obligations and 2024-A Certificates of Obligation

Attachments:

1. Amendment No. 5

CONTRACT AMENDMENT FOR PROFESSIONAL SERVICES

AMENDMENT NO. 5 TO TASK ORDER NO. DA-01

This will constitute authorization between the CITY OF LEANDER, TEXAS (Owner) and DOUCET & ASSOCIATES, INC. (Firm), to adopt AMENDMENT NO.5. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

CITY OF LEANDER T.46 – SAN GABRIEL PARKWAY PHASE 3

A. AMENDMENT DESCRIPTION

- The original proposal sent from Doucet & Associates to Interim City Engineer Ross Blacketter on July 12, 2022, did not allocate adequate time for drainage and water quality analysis and design, and thereby, the scope of services did not specifically cover detention pond analysis and design. The initial proposal did not include traffic signal analysis, street lighting, fiber optic conduit, landscaping and irrigation, coordinating driveways with a new developer, nor sidewalk ramps at CR 270. Additionally, the proposed scope of services underestimated the level of effort needed to prepare additional ROW acquisition exhibits, but did account for a wastewater line and a roundabout, both of which are no longer needed.
- The maximum amount payable for services is hereby increased from \$678,098.00 to \$813,047.50. Total amendment No. 5 in the amount of \$134,949.50.

B. EXHIBITS ATTACHED TO THIS AMENDMENT

- Doucet Amendment Letter
- Scope of Services
- Schedule A - Doucet Fee Schedule (2023)
- Attachment C - Fee Schedule
- S. Kanetzky Engineering, LLC documentation

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Date _____

ACCEPTED:

DOUCET & ASSOCIATES, INC.

By  _____

Title Director - Geospatial

Date 3/18/2025



7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 800.587.2817
Doucetengineers.com

December 9, 2024 (Original)
February 14, 2025 (Revision 1)
March 14, 2025

Ms. Ann Margaret Weis, PE
CIP Program Manager
City of Leander-Engineering / CIP
201 N. Brushy St.
Leander, TX 78641

**Re: E San Gabriel Parkway Phase 3
Task Order NO. DA-01
Amendment 5
Amendment to Services: Additional Services**

Dear Ms. Weis,

Doucet & Associates, Inc., A Kleinfelder Company (Doucet) is pleased to submit this amendment for E San Gabriel Parkway Phase 3 from west of CR 270 to existing San Gabriel Parkway Phase 1, contract dated 8/18/2022.

Please refer to the attachment outlining updated scope of services. Upon approval of this amendment, the maximum amount payable for this contract is hereby increased from \$678,098 to \$813,047.50. Compensation for our services will be based on time and materials. Doucet will invoice monthly for only services rendered.

We will begin work on the additional services once a signed task order or contract is received. If you have any questions regarding this proposal and the attachment, please feel free to contact me.

We appreciate the opportunity and look forward to working with you and the rest of your team.

Sincerely,

Frank Olshefski, PE
Director of Transportation

John Barnard, RPLS
Area Manager

TBPELS Engineering Firm# 3937
TBPELS Surveying Firm# 10194551

SCOPE OF SERVICES

The following services will be provided.

1. OVERAGE FROM PRELIMINARY DESIGN: \$11,979.50

H&H analysis and design was a contributing factor to the overage. The original scope underestimated the effort needed to analyze and design the detention facility. Routing flows across CR 270 and E San Gabriel Parkway and using an existing outfall structure added complexity to the design. The original proposal sent to Interim City Engineer Ross Blacketter on July 12, 2022, did not allocate adequate time for drainage and water quality analysis and design and the scope of services did not specifically cover detention pond analysis and design. Additionally, the proposed scope of services underestimated the level of effort needed to prepare final design plans, provide Quality Assurance and Quality Control and deliver adequate project management.

2. ADDITIONAL ENGINEERING SERVICES: \$100,190.00

- a) Landscape and Irrigation – Not included in the original scope. We will prepare plans, details, notes for an irrigation system.
- b) Waterline Extension across San Gabriel Parkway at 3 locations – Not part of original scope. WL crossings with steel casing and fire hydrant assemblies will need to be designed to avoid potential utilities and pedestrian facilities. Plans, quantities, estimates, notes, and specifications will need to be prepared and included in the bid set.
- c) Traffic Signal Conduit for future signal – Not in original scope. A multi-duct conduit will be designed to avoid storm drainage, proposed WL crossing, and proposed COL fiber optic conduits, pedestrian facilities and other potential conflicts. Quantities and estimates will be provided.
- d) Conduit for COL Fiber Optic Line - Not in original scope. Proposed conduit to extend along San Gabriel Parkway and tie into CR 270. The exact location of the conduit needs to be confirmed and designed to avoid potential conflicts.
- e) City of Leander Code of Ordinances – Scope of services did not include reference to City Code of Ordinance which will require additional effort not included in the original level of effort. **2/11: We will include code of ordinance as part of original scope.**
- f) Pedestrian sidewalk closure plan and details - A sidewalk control plan will show any needed alternative routes for closed sidewalks. **2/11: We will include the pedestrian sidewalk closure plans and details as part of original scope.**
- g) Demolition Plans – Not included in original scope. Demolition plans to be provided showing limits of vegetation, pavement, and pipe to be removed and paid for under preparation of right-of-way. **2/11: We will include demolition plans as part of the original scope.**
- h) Gated access driveway and fencing around detention pond – Not part of original scope. Detention pond will be enclosed with 6' high fencing and a 12' wide gated access driveway provided in accordance with City of Austin standard details.
- i) Sidewalk curb ramps at Intersection – Not part of original scope. Sidewalk curb ramps and pedestrian crossings to be provided at all four legs of the intersection of E San Gabriel Parkway and CR 270.
- j) CR 270 future design – CR 270 will take into consideration future widening and sidewalk improvements requiring coordination and review of Titan development plans.
- k) Ellison property driveway – Prepared exhibit for coordination meeting with property owner.
- l) Tree relocation plan – Several significant heritage trees will be identified in plans for protection and relocation to site beyond project limits.

3. PARCEL AND EASEMENT ACQUISITION: \$43,110.00

Supplemental Topographic & Tree Survey - \$19,953.75 Lump Sum

Doucet prepared additional design-level tree and topographic survey of approximately an additional 16.3 acres that encompassed the approaches along CR 270 northwest and southeast of the intersection with E San Gabriel Parkway and expanded the design survey project limits at the intersection of CR 270 with E San Gabriel Parkway according to attached Exhibit "A". The survey tagged and located protected trees, 8 inches and greater in diameter, within the boundary limits of said site. Supplemental topographic survey was needed for the proposed detention pond and increased project limits not defined in the original scope.

Additional Parcel and Easement Acquisition - \$23,156.25

Doucet prepared eight (8) total permanent easement acquisition exhibits and field notes documents and three (3) total temporary easement acquisition exhibits and field notes for right of way parcel and easement acquisition.

4. ELECTRICAL ENGINEERING DESIGN (SUBCONSULTANT): \$16,500

See proposal from S. Kanetzky Engineering, LLC. To provide electrical design for street lighting.

5. Credit from Original Scope (\$36,830):

There are two items from the original scope of design services that are no longer necessary for this project:

- a) Design and construction of a roundabout style intersection at CR 270 – Credit \$11,480
Conceptual design of a roundabout was developed prior to changing the design to a standard intersection at the City's request. Also, the proposed conventional four-leg intersection reduces pavement construction cost that would have been needed for the roundabout.
- b) Design and construction of 1900 LF of new wastewater system – Credit \$25,350

6. Tasks – Bid Phase, Construction Phase, Reimbursables

As discussed in our meeting on 3/13/2025, the budgets for these tasks shall remain as noted in our original proposal. No adjustments are requested at this time.

Schedule A

Doucet Fee Schedule (2023)

<u>Personnel</u>	<u>Hourly Fee</u>	<u>Personnel</u>	<u>Hourly Fee</u>
Principal Engineer (PE)	\$295.00	Principal Surveyor (RPLS)	\$290.00
Senior Project Manager	\$275.00	Project Manager (RPLS)	\$245.00
Project Manager	\$230.00	Project Surveyor	\$165.00
Senior Project Engineer (PE)	\$215.00	Survey Specialist	\$150.00
Project Engineer III	\$195.00	Survey Technician	\$125.00
Project Engineer II	\$185.00		
Project Engineer I	\$170.00	GIS Specialist	\$155.00
Engineer Associate III	\$160.00	GIS Technician	\$125.00
Engineer Associate II	\$150.00	LiDAR Specialist	\$150.00
Engineer Associate I	\$135.00	LiDAR Technician	\$120.00
		Aerial Mapping Specialist	\$150.00
Sr. Construction Manager	\$180.00	Aerial Mapping Technician	\$120.00
Sr. Construction Inspector	\$170.00	Utility Specialist	\$145.00
Construction Manager	\$125.00	Utility Technician	\$115.00
Construction Inspector	\$115.00		
		Field Coordinator	\$165.00
Sr. Civil Technician	\$165.00	Field Specialist	\$130.00
Civil Technician	\$145.00	Crew of 1	\$130.00
Assistant Civil Technician	\$130.00	Crew of 2	\$170.00
		Crew of 3	\$230.00
Senior Planner (AICP)	\$210.00		
Project Planner	\$160.00	Environmental Project Manager	\$200.00
Project Technical Lead	\$165.00	Environmental Specialist	\$145.00
Staff Planner	\$140.00	Environmental Technician	\$120.00
Planning Technician	\$120.00	Project Archaeologist	\$165.00
Project Coordinator	\$135.00	Division Administrator	\$125.00
Sr. Operations Assistant	\$120.00	LiDAR Scanner	\$120.00
Engineering Intern	\$90.00	Drone	\$675.00
Operations Assistant	\$85.00	Ground Targets	\$35/ea.
		Concrete Monuments	\$290/ea.
Expert Witness	\$550.00	ATV/Boat/Sonar	
		Mileage	\$0.655/ mile

Doucet reserves the right to periodically adjust our fee schedule.

DA 2023A

Attachment C - Fee Schedule

Project Name:

San Gabriel Parkway Phase 3

Project/Proposal #:

02181002.020R Amendment 5

WBS Creation Date:

3/14/2025

Scope of Services

Total

1) Overage from Preliminary Design-60%	\$ 11,979.50
2) Additional Engineering Services	\$ 100,190.00
3) Parcel and Easement Acquisition	\$ 43,110.00
4) Electrical Engineering (S Kanetzky Engineering)	\$ 16,500.00
5) Credit from Original Scope	\$ (36,830.00)
Totals	\$ 134,949.50

<i>Scope of Services</i>	<i>Subtotal Per Task</i>
1) Overage from Preliminary Design-60%	\$ 11,979.50
2) Additional Engineering Services	\$ 100,190.00
a) Landscape and Irrigation	\$ 7,720.00
b) Waterline Extension across San Gabriel Parkway at 3 locations	\$ 19,780.00
c) Traffic Signal Conduit for future signal	\$ 8,280.00
d) Conduit for COL Fiber Optic Line along SGP and at CR 270	\$ 8,280.00
h) Gated access driveway and fencing around detention pond	\$ 11,040.00
i) Sidewalk curb ramps at Intersection	\$ 10,130.00
j) CR 270 future design	\$ 9,280.00
k) Ellison property driveway	\$ 7,620.00
l) Tree relocation plan	\$ 18,060.00
3) Parcel and Easement Acquisition	\$ 43,110.00
a) Topo and Tree Survey	\$ 19,953.75
b) Easement	\$ 23,156.25
4) Electrical Engineering (S Kanetzky Engineering)	\$ 16,500.00
Design Phase	\$ 11,500.00
Construction Phase	\$ 5,000.00
5) Credit from Original Scope	\$ (36,830.00)
Credit for cost of 1900 LF of new wastewater system	\$ (25,350.00)
Credit for Roundabout	\$ (11,480.00)
Total	\$ 134,949.50



S. Kanetzky Engineering, LLC
Mechanical, Electrical, Plumbing Consulting Engineers

February 12, 2025

Frank Olshefski, P.E.
Doucet/Kleinfelder
12000 Aerospace Ave., Suite 450
Houston, Texas 77034

**Ref: Proposal for Engineering Services for San Gabriel Parkway Phase 3 Lighting -
Revised**

Dear Frank,

We respectfully submit our proposal for electrical engineering design services for the San Gabriel Parkway Phase 3 Lighting in Leander Texas. This proposal conveys our understanding of the scope of the project, the services we are providing and our estimated fee to provide these services.

1.0 Scope of the Work:

The proposed project includes electrical design for street lighting.

- Design of street lighting circuits for San Gabriel Parkway Phase 3 to emulate existing design and all Pedernales Electric Coop requirements.
- Compliance with City of Leander Capital Improvement Program (CIP) design requirements, City of Leander ordinances and standards.
- Site work to verify existing conditions of previously completed San Gabriel Parkway – Phase 2 construction.
- Compliance with all Pedernales Electric Coop (PEC) standards and details.

1.1 Preliminary Data

SKE will require from **DOUCET** the following information before starting.

- Lighting equipment specification sheets

1.2 Schedule

SKE will complete these services per the proposed schedule and after receiving written approval from the **DOUCET** on these services and all preliminary data as described above. Any changes made after delivery of completed architectural/civil backgrounds to consultant will require additional time in the schedule.

14425 Falcon Head Blvd. • Building B • Suite 150 • Austin • Texas • 78738

Telephone (512) 326-3380 • www.skaneng.com

1.3 Design Phase

- Develop preliminary street lighting layout for coordination review by City of Leander planning department.
- Develop 90% Milestone plans and specifications for street lighting.
- Develop 100% milestone construction plans and specifications for street lighting.
- One set of reproducible Complete drawings and specifications to be approved through the City permitting process.
- Engineers opinion of probably construction cost (EOPCC)

1.4 Bid Phase

- Excluded

1.5 Construction Administration

- Administrative input
- Review of submittals
- Review of RFI's
- Review of change orders

1.6 Exclusions

- Geotechnical
- Structural engineering for pole bases
- Permitting
- Design review meetings

1.7 Fee

SKE will provide the engineering services described in the proposed Scope of Services on a fixed fee basis. The estimated fee to provide these services is as follows:

Design Phase	\$11,500.00 Fixed Fee
Bid Phase	Excluded
Construction Phase	\$5,000.00 Fixed Fee
Reimbursable expenses	\$0.00 ⁽¹⁾

(1) (Included in the Construction Document Phase, additional meetings and site visits will be considered add services)

The total estimated fee will not be exceeded without prior approval from the **DOUCET**. All time and material services will be provided in accordance with **SKE** standard rate form.

If this proposal is acceptable, please sign the proposal below and return one copy for our files. If you have any questions, please feel free to give us a call or email me at skanetzky@skaneng.com

Sincerely,

S. Kanetzky Engineering, LLC



Steve L. Kanetzky, P.E.
President

Acceptance of Proposal: ***Doucet & Associates***

Name

Title

Signature

Date



EXECUTIVE SUMMARY
5/1/2025

AGENDA SUBJECT:

Approval of Task Order DRAIN-EEP-CIPS23-019-02 with EDGE Engineering, PLLC, for Lakewood Community Park WCID Compensatory Cut (CIP Project P.4), in the amount of \$78,050.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The construction of Lakewood Park was designed by Halff Associates, Inc. starting November 16, 2016. The general construction contract was awarded to Ritter Botkin Prime Construction Company, Inc. (Prime Construction Company, Inc.), on July 19, 2018. Construction required excavation and removal of soils within areas of the Upper Brushy Creek Water Control and Improvement District inundation easement of Dam #3. As part of the construction closeout, the City received correspondence from Halff Associates that the volume of required excavation conducted by the contractor, Prime Construction Company, Inc., did not comply with the amounts specified in the approved construction documents and per the Upper Brushy Creek Water Control and Improvement District permit. This led to the City seeking completion from Prime Construction Company, Inc., who filed for bankruptcy on November 15, 2022.

The City approached the bonding company, Great American Surety Company, who subsequently filed suit against the City. As a result of the lawsuit, the City was found to not be at fault and that the surety company owed the City. In response to findings from the legal actions, the City was advised to seek services from a different engineering firm to remedy the compensatory cut issue. The City has since requested a proposal from EDGE Engineering, PLLC, for professional services to develop biddable documents in order to achieve compliance with the Upper Brushy Creek Water Control and Improvement District, and to assist the City with the anticipated procurement and management of a new general contractor to conduct the required additional excavation associated with the Lakewood Park project.

EDGE Engineering submitted a proposal for the Lakewood Community Park WCID Compensatory Cut as part of their Master Professional Service Agreement. EDGE Engineering is a pre-qualified consultant under the City's current Master Professional Services Pool established through Solicitation CIPS23-019 with the professional services agreement executed on February 15, 2024.

HISTORY/TIMELINE:

11/16/2016 – City hires Halff Associates to plan, engineer, and design Lakewood Park.

07/19/2018 – City hires Prime Construction Company Inc., to construct the new park.

09/04/ 2020 – City takes “beneficial occupancy” of the park’s Grand Opening. Prime Construction Company, Inc. still has not completed the project.

11/14/2020 – Halff Associates reports that excavation requirements for Upper Brushy Creek Water Control and Improvement District were not fulfilled by Prime Construction Company, Inc.

07/22/2021 – City sends written notice of claim on performance and payment bonds to both Prime Construction Company, Inc. and to Great American Surety.

03/01/2022 – Great American Surety opts to file suit against the City of Leander.

07/21/2022 – City of Leander counter sues Great American Surety.

11/15/2022 – Prime Construction Company, Inc. files for bankruptcy.

01/16/2025 – City learns that judge rules in favor of City of Leander over Great American Surety. Legal consultant suggests that City of Leander hire a different engineering consultant to complete the requirements for Upper Brushy Creek Water Control and Improvement District.

02/11/2025 - City of Leander approaches EDGE Engineering, PLLC to request a proposal to provide engineering design and construction administration to complete the requirements for Upper Brushy Creek Water Control and Improvement District.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$78,050.00
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	GO Park Bonds

Attachments:

1. Task Order DRAIN-EEP-CIPS23-019-02

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. DRAIN-EEP-CIPS23-019-02

This will constitute authorization by the City of Leander, Texas (Owner), for EDGE Engineering, PLLC (Engineer), to proceed with the following engineering services described.

P.4 - Lakewood Community Park WCID Compensatory Cut

A. PROJECT DESCRIPTION

Developing a grading plan to obtain compliance with Upper Brushy Creek WCID permitting as outlined in the attached Attachment A. The attached scope of services includes ongoing Project Management, Data Collection, Design Services, Bid and Construction Phase Services, and Permitting.

B. SCOPE OF SERVICES

EDGE Engineering, PLLC will provide design services as described in Attachment A.

C. DELIVERABLES

EDGE Engineering, PLLC will provide deliverables as described in Attachment A.

D. BASIS OF COMPENSATION

The total compensation for the Lakewood Community Park WCID Compensatory Cut (CIP P.4) shall be based on unit price work, an amount equal to the sum of the extended prices (established for each separately identified item of Fee Schedule by multiplying the unit price times the actual quantity of that item). Total not to exceed (subject to final Unit Price adjustment) **Seventy-eight thousand fifty dollars zero cents (\$78,050.00)** as established in Attachment A. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Phases of services are outlined as follows.

Task 1: Ongoing throughout project duration

Task 2: 2 weeks from NTP

Task 3: 12 weeks from completion of Task 2

Task 4: Ongoing throughout bid and construction phase durations (TBD by others)

Task 5: 4 weeks following completion of construction (Task 4)

F. ATTACHMENTS

Attachment A – EDGE Engineering, PLLC Proposal

EDGE Engineering, PLLC will begin work as soon as authorized and as services are requested.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Date _____

ACCEPTED:

EDGE Engineering, PLLC

By Chad Cormack

Title Principal

Date March 18, 2025



March 7, 2025

City of Leander
PO Box 319
Leander, TX 78646

ATTN: Tony Bettis, PMP

RE: Lakewood Park Construction Documents & UBCWCID Permitting

Dear Mr. Bettis,

EDGE Engineering, PLLC (EDGE) is excited to have the opportunity to submit this professional engineering services proposal to the City of Leander in support of the above referenced project. EDGE will assist the City with developing a grading plan to obtain compliance with UBCWCID permitting as outlined in the attached Exhibit A. Generally, the attached scope of services includes ongoing Project Management, Data Collection, Design Services, Bid and Construction Phase Services, and Permitting.

For the scope items referenced in Exhibit A, EDGE proposes to complete the project for a total not to exceed amount of \$78,050. Exhibit B provides a detailed labor hour estimate documenting the fees associated with each task.

The estimated schedule for each task is outlined below, relative to receiving a notice-to-proceed (NTP), and contingent on City and UBCWCID review times:

Task 1:	Ongoing throughout project duration
Task 2:	2 weeks from NTP
Task 3:	12 weeks from completion of Task 2
Task 4:	Ongoing throughout bid and construction phase durations (TBD by others)
Task 5:	4 weeks following completion of construction (Task 4)

We are prepared to begin this work immediately and look forward to supporting you on this important project. Please feel free to contact me at 512-350-1387 or by email at ccormack@civil-edge.com if you have any additional questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad Cormack".

Chad Cormack, PE, CFM
Principal

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Schedule

EXHIBIT A – SCOPE OF WORK

1. Administration & Coordination

a. General Administration

General administration will be ongoing through the period of the study and include items such as participation in developing and updating project schedule, preparing contract correspondence, transmitting deliverables, documenting the quality control process, and other project oversight activities.

b. Working Meetings with City Staff

Regularly scheduled meetings with City staff shall be held to discuss study related issues, review the progress of the work effort, and to address issues which may arise. It is anticipated that monthly meetings with staff will occur during the duration of the project.

c. Meetings and Coordination with UBCWCID

It is assumed EDGE and City Staff will meet with UBCWCID staff twice during the project duration.

2. Data Collection & Background Research

a. Obtain and Organize Available Data

EDGE will obtain available reports, studies, as-builts, past permits, previous topographic surveys and GIS data. It is assumed that the CAD files from the previous design consultant will be provided.

b. Review and Understand Previous UBCWCID Permitting

EDGE will conduct a detailed review of all previous permitting, design, construction, and topographic survey as it related to UBCWCID permitting prior to meeting with UBCWCID. EDGE will develop a concise summary memo to be provided to UBCWCID prior to the initial meeting to facilitate clear communication on the history of the project. Following this review of past information, EDGE will develop a plan to determine the required cut volume needed to satisfy the UBCWCID permit that will be discussed with UBCWCID staff for concurrence prior to any detailed design.

c. Field Survey

Topographic survey of the project area will be performed by Inland Geodetics, for both the “Pre-Grading” and “Post-Grading” conditions. Reference the attached proposal from Inland Geodetics for the detailed scope of services.

3. Design Services

a. Utility Conflict Identification

Any identified utilities will be avoided at all costs. It is assumed no utilities will need to be relocated as part of this project.

b. Grading Design

EDGE will develop an existing conditions and proposed conditions surface to satisfy the identified cut requirements for the UBCWCID permit. This will be an iterative process to

avoid identified utilities, meet desired sideslopes within the park, and maintain existing drainage patterns.

c. Construction Document Plans

Due to the simple nature of the proposed grading, EDGE proposes 50% and 100% submittal packages. EDGE anticipates developing the following plan sheets:

- Cover sheet (1)
- General Site Layout (1)
- General Notes (1)
- Erosion Control (1)
- Grading Plan (3)
- UBCWCID Calculations Sheet (1)
- Standard Details

d. Technical Specifications

Technical specifications will be based on the City's Standard Specifications and be supplemented with other appropriate specifications acceptable to the City where necessary. This scope of services includes preparation of a City Bid Form and Technical Specifications to be included in a standard Project Manual as well as Civcast Bid Forms.

e. Engineer's Estimate of Probable Construction Costs

EDGE will develop an Estimate of Probable Construction Costs for the 30%, 90% and 100% design. The estimate will be based on the City standards and other bid items or data acceptable to the City.

f. QA/QC of Plans

EDGE will conduct full Project Team technical reviews prior to submittal of documents at each milestone.

4. Bid and Construction Phase Services

a. Pre-Bid and Bid Services

- Prepare for and conduct the pre-bid meeting; be available to discuss and answer questions regarding the construction drawings, specifications, and other pertinent items.
- Prepare any necessary written addenda.
- Review Contractor work experience and references; issue recommendation of award to City.

b. Pre-Construction Services

- Prepare "Release for Construction" sets of Drawings and issue to City and Contractor prior to or at Pre-construction conference; sets shall incorporate any clarifications resulting from any addenda issued or other appropriate modifications prior to issuance.
- Prepare for and conduct a Pre-construction Conference.

c. Construction Phase Services

- Review Contractor submittals; issue comments and/or recommendations.

- Review contractor pay applications to ensure they match the work performed and percent complete.
- Review Requests for Information (RFI's) from the Contractor during construction and issue appropriate responses or clarifications to both the City and the Contractor.
- Visit the project site up to 6 times during construction to observe the progress and quality of the work.
- Coordinate and conduct the final "walk-through" of the completed work; prepare and issue punch list to Contractor and the City.
- Submit a letter of completion to the City after the project is substantially complete.
- Prepare record drawings from information readily observed during site visits, or as provided by the City and the Contractor.

5. Documentation & Permitting

a. Report

EDGE will prepare a summary report that documents all efforts. This will include a brief history of the Lakewood Park construction that relates to the UBCWCID permitting, grading calculations, record drawings, demonstration of "no-rise" to the FEMA floodplain, and other documentation.

b. UBCWCID Permit Approval

EDGE will prepare an Encroachment Permit Application prior to construction. At project closeout, EDGE will obtain approval and closeout of the permit application.

Project Deliverables:

- Existing Conditions, Pre-Grading Topographic Survey Files
- Post-Grading Topographic Survey Files
- Engineering Report
- 50% Construction Documents
- 100% Construction Documents (Sealed)
- Record drawings

Assumptions:

- Coordination with any public entities outside of the City and UBCWCID will not be required.
- All proposed work will occur within existing City owned property and no ROW or easement acquisition will be required.
- No environmental assessment or permitting will be required.
- No Utility adjustments will be required as part of the proposed grading. In the event unexpected utilities are discovered and need to be relocated additional services will be required.
- No FEMA permitting (CLOMR, LOMR, etc.) will be necessary. The proposed grading will attempt to avoid any work within the floodway.
- Topographic survey will not be necessary within the area of proposed grading. In the event the UBCWCID requires an existing condition survey of the entire park area additional services will be required.

**EXHIBIT B
FEE SCHEDULE**

Task	Description	Project Manager \$250	Senior Engineer \$225	Project Engineer \$190	Design Engineer \$150	Engineer-In-Training \$125	Admin \$80	Total Labor Hours	Total Labor Cost	Expense Cost	Total Cost
Task 1: Administration & Coordination		13	0	0	10	0	3	26	\$4,990	\$0	\$4,990
a	General Administration (6 months)	3					3		\$990		\$990
b	Working Meetings with City Staff (6 meetings)	6			6				\$2,400		\$2,400
b	Meetings & Coordination with UBCWCID (2 meetings)	4			4				\$1,600		\$1,600
Task 2: Data Collection		6	0	0	16	32	0	54	\$7,900	\$12,500	\$20,400
a	Obtain & Review Available Data	2			8	16			\$3,700		\$3,700
b	Review and Understand Previous UBCWCID Permitting	4			8	16			\$4,200		\$4,200
c	Field Survey (Subconsultant Inland Geodetics)								\$0	\$12,500	\$12,500
Task 3: Design Services		13	4	24	50	142	0	233	\$33,960	\$0	\$33,960
a	Utility Conflict Identification & Avoidance	1			4	8			\$1,850		\$1,850
b	Grading Design	4			16	40			\$8,400		\$8,400
c	Construction Document Plans	4		8	24	80			\$16,120		\$16,120
d	Technical Specifications	1			2	6			\$1,300		\$1,300
e	Engineer's Estimate of Probable Construction Costs	1			4	8			\$1,850		\$1,850
f	QA/QC of Plans	2	4	16					\$4,440		\$4,440
Task 4: Bid and Construction Phase Services		8	0	0	32	32	0	72	\$10,800	\$0	\$10,800
a	Pre-Bid and Bid Services	2			4	4			\$1,600		\$1,600
b	Pre-Construction Services	2			4	4			\$1,600		\$1,600
c	Construction Phase Services	4			24	24			\$7,600		\$7,600
Task 5: Documentation and Permitting		6	0	0	16	32	0	54	\$7,900	\$0	\$7,900
a	Report	4			8	16			\$4,200		\$4,200
b	UBCWCID Permit Approval	2			8	16			\$3,700		\$3,700
Project Totals		46	4	24	124	238	3	439	\$65,550	\$12,500	\$78,050



March 6, 2025
Revised: March 7, 2025

Chad Cormack, PE, CFM
7000 N Mopac Expy, Suite 325
Austin, TX 78731
512.350.1387 (Cell)
ccormack@civil-edge.com

RE: Lakewood Park Topographic Survey

Mr. Cormack,

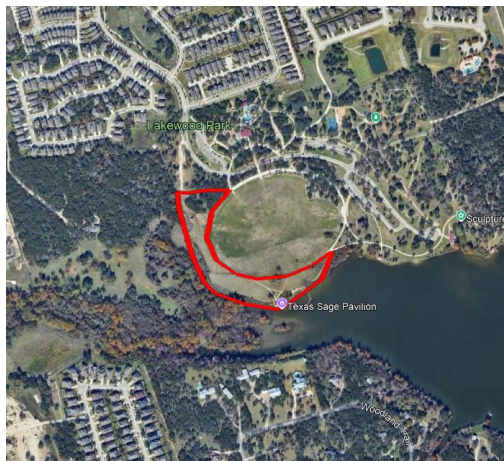
Inland Geodetics is pleased to present our proposal to perform Professional Surveying Services for a topographic survey of a portion of Lakewood Park, in Leander, Texas. The specific scope of work is developed from email instructions dated March 5, 2025.

Inland understands that the City of Leander will secure ROE for surveying activities prior to NTP and provide Inland copies with any special instructions.

SCOPE OF SERVICES

Project Site

Address of Subject Property:	LAKEWOOD PARK, 2040 ARTESIAN SPRINGS XING, LEANDER, TX 78641
Legal Description Subject Property:	S11794 - CRYSTAL SPRINGS PH 1, BLOCK H, Lot 20, ACRES 52.2888
Appraisal District ID number:	R573975, Williamson County



Leander, Texas

Pre Construction Topographic Survey

1. Inland will utilize survey control monuments as established from previous work on this project.
2. Inland will establish survey control monuments for this project. A minimum of two (2) benchmarks on the perimeter or within the project site will be set.

1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
512-238-1200
TBPELS Firm Reg. No. 10059100

3. If no control monuments established from previous work has been found, the coordinate values will be reconciled to NAD 83 Texas State Plane Coordinates, Central Zone 4203, US Survey feet and NAVD 88 (GEOID 18) for vertical control datums. These values will be derived from GPS SmartNet VRS observations at each point that include geographic positions of northing, easting and orthometric heights.
4. Inland will contact 811 and coordinate the marking of existing utilities. Note: 811 does not mark private utilities.
5. Inland will locate utility markings from 811.
6. Inland will collect spot elevations within the project site including edges of back of curbs, driveways, visible utilities, drainage structures, centerline of roads, any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project. Inland will extend the project site to the edge of pavement/back of curb along public roadways.
7. The collected data will include spot elevations and breaklines sufficient to generate and/or merge to a 1 foot contour interval DTM for the project.
8. Inland will collect building/structure corners within the project site or route.
9. Inland will locate trees 8 inch in diameter and up (per City of Leander Tree Ordinance).
10. Inland will obtain invert elevations and pipe sizes for manholes (storm water and wastewater) within the project site.
11. Inland will obtain top of nut elevations on water valves within the project site.
12. Deliverables will include a CIVIL3D file with break-lines and associated XML file. A DTM surface model processed to 1.0 foot contours and a list of benchmarks and project control coordinates will be provided within the drawing. Spot point data will be provide in ASCII format in either a TXT or CSV file.

It is Inland's experience that 811 may not mark utilities for design purposes. Inland encourages Client to contact a third-party utility locating company to mark existing utilities. At Clients request, Inland can provide names and contact information of utility location companies that Inland has successfully worked with in the past.

Post Construction Topographic Survey

1. Inland will utilize survey control monuments as established from previous work on this project.
2. Inland will collect spot elevations within the project site including edges of back of curbs, driveways, visible utilities, drainage structures, centerline of roads, any other hard surfaced improvements within the defined area, grade breaks, flowlines of watercourses, and other significant features relevant to the project. Inland will extend the project site to the edge of pavement/back of curb along public roadways.
3. The collected data will include spot elevations and breaklines sufficient to generate and/or merge to a 1 foot contour interval DTM for the project.
4. Deliverables will include a CIVIL3D file with break-lines and associated XML file. A DTM surface model processed to 1.0 foot contours and a list of benchmarks and project control coordinates will be provided within the drawing. Spot point data will be provide in ASCII format in either a TXT or CSV file.

Inland assumes the fence line along the west edge of the topo area is on the boundary line. the topographic survey will extend to the fence. A boundary survey is not part of this task.

The lump sum fees for the above services to be:

Pre Construction Topographic Survey:	\$7,500.00 (non taxable)
Post Construction Topographic Survey	\$5,000.00 (non taxable)
TOTAL:	\$12,500.00 (non taxable)

Inland will coordinate with client on the schedule of the project once Notice to Proceed is given.

The estimated fee proposed above are based on personnel time required to perform the described Scope of Services. Additional time requirements resulting from project scope changes, site/route changes, plan revisions, field recovery of or discrepancies of control provided will be considered reasonable cause for us to seek additional compensation for services not included in these amounts.



EXECUTIVE SUMMARY
5/1/2025

AGENDA SUBJECT:

Approval of the Client Subscription Agreement with SpryPoint Services, Inc., subcontractor engaged by Core & Main LP, for the Advanced Metering Infrastructure Water Meter Conversion (CIP Project W.42); and authorize the City Manager to execute all necessary contracts and documents

BACKGROUND:

Advanced Metering Infrastructure allows continuous and instantaneous access from a centralized location to view and analyze water use at any given water meter, remotely. The advanced metering infrastructure (AMI) system has the ability to analyze aggregate data, for better planning and management. Benefits include water demand management, proactive conservation enforcement and response, and customer service (early leak detection). All this will help the City better monitor and manage water usage.

On May 4, 2023, the City hired Ardurra Group, Inc. (Ardurra), to develop and prepare a single request for proposal (RFP) for the design and installation of an AMI system. Ardurra collected data from the City and assisted in the selection of the most qualified contractor at best value to meet the needs specific to the City of Leander. Using Ardurra's RFP, the City of Leander issued Solicitation CIPS24-009 in January 2024 for the procurement of the implementation of an AMI system. Four (4) responses were received. After initial review of the responses, interviews, best and final offers, and contract negotiations, Core & Main LP was selected as the responsible proposer whose proposal is determined to be the most advantageous and best value for the City.

On December 5, 2024, City Council awarded the project to Core & Main LP with the understanding that the final form of the Client Subscription Agreement with SpryPoint Services, Inc., will be brought to Council for approval at a subsequent meeting.

SpryPoint Services, Inc., is the subcontractor engaged by Core & Main LP to provide the customer portal. The City will need to enter into a Client Subscription Agreement with SpryPoint Services, Inc., to host the customer portal.

The services provided by SpryPoint Services, Inc., under the Client Subscription Agreement do not include SpryPoint Services, Inc., having access to "sensitive personal information" as defined in Chapter 521 Texas Business and Commerce Code; to handling, processing, or having access to any payments, payment information, or customer financial information; or having access to the City's billing system except through schedule flat file transfer. An amendment to the Client Subscription Agreement will be required to modify the foregoing terms.

HISTORY/TIMELINE:

05/04/2023 – City Council Approved Contract with Ardurra Group, Inc. - Owner's Representative Services related to procurement for the Advanced Metering Infrastructure system - \$886,818.00.

12/05/2024 – City Council Approved Contract with Core & Main LP – Implementation of the Citywide Advanced Metering Infrastructure project - \$9,073,403.00.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Tony Bettis, CIP Program Manager

Fiscal Impact

Attachments:

1. SpryPoint Contract



Client Subscription Agreement

This Client Subscription Agreement (“Agreement” or “CSA”) between SpryPoint Services, Inc. (“SpryPoint”) a Canadian Corporation with offices at 45 Queen Street, Charlottetown, PE C1A 4A4 and the City of Leander, TX (“Client”) with offices at 105 North Brushy Street, Leander, TX 78641 and shall come into effect on the date last signed by the Parties (“Effective Date”).

Whereas:

- a) Core & Main (“Reseller”) is an authorized reseller of the software-as-a-service products of SpryPoint;
- b) Client has acquired a subscription from Reseller (the “Subscription”) for the Service
 - I. in the manner that SpryPoint makes the Service available to its subscribers, and
 - II. for the consideration and on the other terms and conditions agreed between Client and Reseller; and
- c) This Agreement governs Client's access to and use of the Service, the parties agree as follows.

The exhibits and schedules attached hereto are an integral part of this Agreement and are deemed incorporated by reference herein.

SpryPoint provides the services described below in accordance with the terms and conditions of this Agreement. Should there be a conflict of terms or conditions, this Agreement shall control, and the order of precedence shall be as follows:

1. Main body of this Agreement
2. Exhibit A – Service Level Agreement
3. Exhibit B – Data Processing Exhibit

DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Agreement” means this Client Subscription Agreement, including any exhibits hereto.

“Authorized Named User” means an end user of the Client that has been given access by Client to use the Services.

“Authorized Parties” means Clients’ or an authorized Affiliate’s Employees and third-party providers authorized to access Client’s Tenants and/or to receive Client Data by Client (a) in



writing, (b) through the Service's security designation, or (c) by system integration or other data exchange process.

"Confidential Information" refers to the following types of material or content one party to this Agreement ("Discloser") discloses to the other ("Recipient"): (a) any information Discloser marks or designates as "Confidential" at the time of disclosure; and (b) any other non-public, sensitive information disclosed by Discloser including, but not limited to code, inventions, know-how, business, technical, and financial information, or other information which should reasonably be known by the Recipient to be confidential at the time it is disclosed, due to the nature of the information and the circumstances surrounding such disclosure Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is rightfully obtained by Recipient from a third party without breach of any confidentiality obligations.

"Client Data" means Client's data obtained, used in, or stored as the result of the use of the Services, including (a) data collected, used, processed, stored, or generated by the Client as the result of the use of the Service, and (b) any information that is related to an identified or identifiable individual and has been provided by Client or its Affiliates as Client Data within the SpryPoint Service to enable SpryPoint to process the data on its behalf. Client Data is and shall remain the sole and exclusive property of Client and all right, title, interest in same is reserved to Client.

"Competitor" means any entity that may be reasonably construed as offering competitive functionality or the Service offered by SpryPoint.

"Documentation" means the Software's standard user manuals and any other accompanying documents related to the Software.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Malicious Code" means viruses, worms, timebombs, trojan horses and other malicious code, files, scripts, agents or programs.

"Messaging Service" means SpryPoint's alerts, notifications, communications, campaigns & messaging capabilities provided with the Service.

"Security Breach" means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Client Data; provided that an incidental disclosure of Client Data to an Authorized Party or SpryPoint or incidental access to Client Data by an Authorized Party or SpryPoint, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (b) any security breach or breach of system security (or substantially similar term) as defined by applicable law.



“Service” means the combination of SpryPoint’s software-as-a service applications as described in the Documentation and subscribed to by Client from Reseller.

“Service Level Agreement” (SLA) means SpryPoint’s standard Service Level Availability policy which may be updated from time to time. No update shall materially diminish SpryPoint’s responsibilities under the SLA.

“Tenant” means a unique instance of the Service, with a separate set of Client data held by SpryPoint in a logically separated database.

“Updates” means all updates, improvements, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation as developed by SpryPoint and made generally available for Production use.

1. Provision of Service.

1.1 SpryPoint Obligations. During the Term, SpryPoint shall make the Service and Updates available to Client in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement. SpryPoint shall not use Client Data except to provide the Service, or to prevent or address service or technical problems, verify Service Updates, in accordance with this Agreement and the Documentation, or in accordance with Client’s instructions and shall not disclose Client Data to anyone other than Authorized Parties in accordance with this Agreement.

1.2 Client Obligations. Client may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Client and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Client is responsible for all Authorized Party use of the Service and compliance with this Agreement. Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client Data and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify SpryPoint promptly of any such unauthorized access or use. Client shall not: (x) use the Service in violation of applicable Laws; (y) in connection with the Service, send or store infringing, obscene, threatening or otherwise unlawful or tortious material, including material that violates privacy rights; (z) send or store Malicious Code in connection with the Service or its related systems or networks in a manner not set forth in the Documentation. Client shall designate named contacts (up to the maximum number permitted by SpryPoint) to request and receive support services from SpryPoint. Named support contacts must be trained on the SpryPoint product(s) for which they initiate support requests. Client shall be liable for the acts and omissions of all Authorized Parties and Client Affiliates relating to this Agreement.

1.3 Acceptable Use. Client acknowledges and agrees that SpryPoint has no obligation to monitor the content of communications or data of Client, or its users transmitted through the Service, and that SpryPoint shall not be responsible for the content of any such communications or transmissions. Client shall use the Services exclusively for authorized and legal purposes, consistent with all applicable laws and regulations. Client is solely responsible (a) ensuring that the disclosure and use of data, content and information provided to SpryPoint does not violate any applicable law or



misappropriate, infringe or violate the Intellectual Property Rights of any third party and (b) for the appropriate use of any reports and other materials prepared by Client in a manner that will not violate any applicable law or misappropriate, infringe or violate the Intellectual Property Rights of any third party. Client agrees not to post or upload any content or data which (x) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (y) violates the rights of others, such as data which infringes on any Intellectual Property Rights or violates any right of privacy or publicity; or (z) otherwise violates any applicable law. SpryPoint may (but is not obligated to) review any content posted or transmitted through the Services and remove any prohibited content, without notice to Client. SpryPoint may suspend or terminate any user's access to the Service upon notice in the event that SpryPoint reasonably determines that such user has violated the terms and conditions of this Agreement.

2. Resale Arrangement.

2.1 Reseller Obligations. Client acknowledges and agrees that (a) Client is contracting directly with Reseller for the Subscription and related services; (b) SpryPoint is not a party to, or bound by, any of Client's arrangement(s) or agreement(s) with Reseller; and (c) SpryPoint will have no obligations or liability to Client (and Client will have no recourse against SpryPoint) in respect of such arrangement(s) or agreement(s).

2.2 Non-Payment and Suspension of Service. Under the terms and conditions of SpryPoint's agreement with Reseller (the "Reseller Agreement"), SpryPoint is entitled to suspend or terminate the Subscription if (a) SpryPoint is notified by Reseller of Client's failure to pay amounts to Reseller when due with respect to the Subscription or related services, or (b) Reseller fails to pay amounts to SpryPoint when due under the Reseller Agreement with respect to the Subscription or related services; provided that prior to suspending or terminating the Subscription under this subsection 2.2(b), SpryPoint shall provide the City with at least sixty (60) days' notice and an opportunity to enter into a mutually acceptable way of continuing the City's access to the service. Client acknowledges and agree that SpryPoint will have no liability to Client of any kind with respect to any such suspension or termination of the Subscription and Client's sole recourse with respect to any such suspension or termination of the Subscription will be against Reseller.

2.3 Additional Users. SpryPoint will be automatically notified when new users are added to Service for Client. If the number of active users, not including archived users, exceeds the number permitted under the Subscription, SpryPoint will notify Reseller so it may invoice Client for any incremental user additions during the calendar month.

2.4 Assignment of Subscription. Under the terms of the Reseller Agreement, the Subscription may be assigned to SpryPoint in connection with the expiration or termination of the Reseller Agreement. Client agrees that if the Subscription is assigned to SpryPoint, Client's continued rights to access and use the Service is contingent upon Client's acceptance, as may be mutually agreed to, of SpryPoint's Master Subscription Agreement and Client consents to the application of such terms and conditions, including without limitation, the billing and payment provisions contained therein.



3. Proprietary Rights

- 3.1 SpryPoint Intellectual Property Rights.** SpryPoint retains all right, title, and interest in and to the Service, Documentation and other SpryPoint Intellectual Property Rights including any related methodologies, techniques, processes, and instruction developed by SpryPoint and used in the course of delivering the Service. under this Agreement and an applicable Statement of Work. No rights are granted to Client hereunder other than expressly set forth herein. Client shall not (and shall not allow or cause any third party to (a) reverse engineer, modify or copy the Service or Documentation or create any derivative works based on the Service and Documentation; (b) copy and features, functions, interfaces, integrations or graphics of the Service or Documentation; (c) access the Service or Documentation in order to build any commercially available product or service; or (d) publicly disclose any benchmark or performance information about the Service.
- 3.2 Client Rights.** SpryPoint hereby grants Client's Authorized Named Users (and those of Client's Affiliates and Authorized Parties) a non-exclusive, non-transferable, non-perpetual limited right to use the Service and Documentation, solely for the internal business purposes of Client and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement.
- 3.3 License to Host Client's Data.** Client grants SpryPoint and SpryPoint's hosting partners a worldwide, limited-term license to host, copy, transmit and display Client's Data, as necessary for SpryPoint to provide the Service in accordance with this Agreement. As between SpryPoint and Client, SpryPoint acquires no right, title or interest from Client under this Agreement in or to Client's Data.
- 3.4 License to use Client's Feedback.** Client grants to SpryPoint and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction or other Client feedback relating to the Service ("Client Input"). SpryPoint shall have no obligation to make Client Input an Improvement.
- 3.5 Statistical Information.** SpryPoint owns all aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and performance results for the Service. SpryPoint may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service, provided that such information does not identify Client Data or include Client's name.

4. Confidentiality

- 4.1 Confidentiality.** A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.
- 4.2 Nondisclosure.** A party shall not use Confidential Information for any purpose other than to facilitate this Agreement. A Recipient: (a) shall not disclose Confidential Information to any employee or contractor unless such person needs access in order



to facilitate the Agreement and executes a nondisclosure agreement with Recipient (b) shall not disclose Confidential Information to any third party without Discloser's prior written consent; provided that the Client may disclose Confidential Information that that is required to be disclosed under Chapter 552, Texas Government Code, as amended (the "Texas Public Information Act").

4.3 Protection. Each party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information, but in no event using less than a reasonable standard of care.

4.4 Injunctive Relief. Recipient agrees that breach of Confidentiality would cause irreparable injury, for which monetary damages would be inadequate. If a recipient discloses or uses any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available to injunctive relief to enjoin such acts.

4.5 Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license or any other right thereto. Discloser will retain all right, title and interest in and to all Confidential Information.

5. Data Privacy & Security

5.1 SpryPoint use of Data. Client hereby grants SpryPoint a limited right to access, process, collect, store, generate, display, and use Client Data for the sole purpose of providing the Service. SpryPoint shall keep and maintain Client Data in strict confidence and shall not allow any third parties to use, disclose, or access Client Data without Client's prior written consent. Notwithstanding the foregoing, SpryPoint may disclose Client Data as required by applicable law or by proper legal or governmental authority. SpryPoint shall give Client notice of any such legal or governmental demand and reasonably cooperate with Client in any effort to seek a protective order or otherwise contest such required disclosure, at Client's expense.

5.2 Data Security. Each Party shall be responsible for establishing and maintaining its own data privacy and information security policies, including physical, technical, administrative, and organizational safeguards to ensure the security and confidentiality of Client Data; protect against any anticipated threats or hazards to the security of Client data, protect against unauthorized disclosure, access to, or use of Client Data, ensure the proper disposal of Client Data, and ensure that all employees, agents, and subcontractors, if any, comply with the above.

5.3 Unauthorized Disclosure. If either Party believes there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. SpryPoint shall further comply with the notification procedures set forth in Section 551.053, Texas Business and Commerce Code, in the event of Security Breach that requires SpryPoint to comply with the procedures set forth in said statute and the Data Breach is caused by the acts or omissions of SpryPoint, SpryPoint's Personnel, contractors, or other persons or entities acting on behalf of SpryPoint. Each Party will reasonably assist the other Party in mitigating or remediating any potential damage where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the Security Breach was caused



by it. As soon as reasonably practicable after any such Security Breach, upon Client's request, Client and SpryPoint will consult in good faith regarding the root cause analysis and any remediation efforts.

6. Warranties & Disclaimers

6.1 From SpryPoint.

- a) **Function:** SpryPoint represents and warrants that, during the Term, the Service will perform materially in accordance with the Documentation.
- b) **Intellectual Property Rights:** SpryPoint represents and warrants that it owns the Service and has the power and authority to grant the rights in this Agreement without the further consent of any third party.
- c) **Malicious Code:** SpryPoint represents and warrants that to the best of its knowledge, the Service does not contain any Malicious code. SpryPoint further warrants that it will not knowingly introduce any Malicious Code into the Service.

6.2 From Both Parties. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation know to it would have a material adverse impact on its ability to perform as required hereunder.

6.3 Warranty Remedies. In the event of a breach of the warranty as set forth in Section 6.1, or upon the discovery of Malicious Code in the Service, (a) SpryPoint shall correct the non-conforming Service at no additional charge to Client or (b) in the event SpryPoint is unable to correct such deficiencies after good-faith efforts, SpryPoint shall refund Client amounts paid that are attributable to the defective Service from the date SpryPoint received such notice through the date of remedy, if any. At no time shall the refund exceed the amount of the subscription fees actually paid by Client to Reseller in consideration for the Subscription during the twelve (12) months preceding the claim.

6.4 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES OUTLINED IN SECTION 6.1 AND 6.2 ABOVE, SPRYPOINT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. SPRYPOINT DOES NOT WARRANT THAT THE SERVICE WILL PERFORM WITHOUT ERROR OR THAT IT WILL RUN WITHOUT IMMATERIAL INTERRUPTION. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CLIENT IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification

7.1 Indemnification. SpryPoint shall protect, defend, hold harmless and indemnify Client harmless against any loss, damage or costs in connection with claims, demands, suits or proceedings ("Indemnified Claims") made or brought against Client alleging that the use of the Service infringes any third party's Intellectual Property Rights;



provided, however, that Client; (a) promptly gives written notice of the Claim to SpryPoint; (b) gives SpryPoint sole control of the defense and settlement of the Claim; and (c) provides to SpryPoint, at SpryPoint's cost, all reasonable assistance. SpryPoint's obligations set forth in this Section do not apply to the extent that an Indemnified Claim arises out of: (u) Client's breach of this Agreement; (v) revisions to the Service made without SpryPoint's written consent; (w) Client's failure to incorporate Upgrades that would have avoided the alleged infringement; (x) Modification of the Service by Client, its Employees, or Authorized Parties in conflict with Client's obligations (y) Unauthorized use of the service by third parties; or (z) use of the Service in a manner inconsistent with the Documentation. Furthermore, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of Client. If Client is enjoined from using the Service or SpryPoint reasonably believes it will be enjoined, SpryPoint shall have the right at its sole option, to obtain for Client the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to SpryPoint, then use of the Service may be terminated at either party's option and SpryPoint's sole liability shall be to refund any prepaid fees it has received for the Service in respect of the Subscription that were to be provided after the effective date of termination.

- 7.2 Indemnification – Security Breach.** SpryPoint agrees to defend, indemnify, and hold harmless the Client from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, fines, penalties, costs, and expenses, including but not limited to reasonable attorneys' fees and reasonable costs of computer forensics work required for Security Breach investigations, notifications to affected individuals and other entities as required by law, credit monitoring or identity theft services provided to affected individuals for a period not to exceed the greater of twelve (12) months or the time required by law, a call center to respond to inquiries of affected individuals for a period not to exceed the greater of thirty (30) days or the time required by law, and any other Security Breach remediation efforts that are commercially reasonable under the circumstances (collectively, "Claims and Costs"), directly or indirectly arising out of or related to an actual or suspected occurrence of unauthorized access, acquisition, disclosure, or use of Client Data while in the possession of or under the control of SpryPoint, SpryPoint's Personnel, contractors, or other persons or entities acting on behalf of SpryPoint in connection with this Agreement and as a result of the acts or omissions of SpryPoint, SpryPoint's Personnel, contractors, or other persons or entities acting on behalf of SpryPoint to the extent that such Claims and Costs did not result from the acts or omissions of the Client.

8. Limitation of Liability

- 8.1 Liability Cap.** SpryPoint's liability arising out of or related to this Agreement shall in no event exceed an amount equal to the amount of the subscription fees paid by Reseller to SpryPoint for the Subscription within the twelve (12) months preceding the claim.
- 8.2 Limitation of Liability for Loss of Information Security.** Notwithstanding anything else herein, in no event will the aggregate liability of SpryPoint, SpryPoint's Personnel, Permitted Subcontractors, or other persons or entities acting on behalf of



SpryPoint, arising in connection with a Security Breach, exceed the amount received by SpryPoint from Reseller for the Subscription in the twelve (12) months preceding the claim.

8.3 Clarifications & Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS AS DESCRIBED IN SECTION 7.1, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY RESELLER TO SPRYPOINT IN CONSIDERATION FOR THE SUBSCRIPTION DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM. FOR THE AVOIDANCE OF DOUBT, SPRYPOINT'S LIABILITY LIMITS APPLY TO SPRYPOINT'S AFFILIATES, PROVIDERS, AGENTS, SPONSORS, DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS AND OTHER REPRESENTATIVES.

8.4 Exclusion of Damages. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW MUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS, OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CLIENT WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS ARE EXCLUDED AS SPRYPOINT'S LOST PROFITS.

9. Term and Termination

9.1 Term of Agreement. The term of this Agreement will commence on the date Reseller accepts Client's order for the Subscription and will continue until the earlier of (a) termination of this Agreement and (b) termination or expiration of the Subscription in accordance with Client's agreement with Reseller (the "Term").

9.2 Termination for Default. Either party may terminate this Agreement (a) upon thirty (30) days prior written notice in the event of a material breach by the other party if such breach remains uncured at the expiration of such notice period, or (b) immediately upon written notice in the event of a material breach by the other party of Section 4 or if the other party misappropriates, infringes or violates the Intellectual Property Rights of the first party.



9.3 Non-Appropriation. If monies are not appropriated or otherwise made available to support commencement of performance or continuation of performance in a subsequent fiscal period of the Client, this Agreement shall terminate.

9.4 Effect of Termination. Upon any termination of this Agreement, Client shall, as of the date of such termination, immediately cease accessing and otherwise using the Service. Neither the expiration nor the earlier termination of this Agreement will release either of the parties from any obligation or liability that accrued prior to the expiration or termination.

9.5 Access to Client Data. Upon written request by Client made prior to any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely for purposes of Client retrieving Client Data for a period of up to sixty (60) days. After 60 days, SpryPoint will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data and will have no further obligation to make it available to Client.

10. Messaging.

10.1 Supplemental Messaging Terms. If Client elects to use SpryPoint's Alerts, Notifications, Communications, Campaigns & Messaging capabilities ("Messaging Service") provided with the Service the following supplemental terms ("Messaging Terms") will apply. For avoidance of doubt, Messaging Terms apply to all SpryPoint applications within the Service involving automated phone calls, pre-recorded messages, text messages, emails, in-app notifications and any other bulk communications.

10.2 Responsibility & Risk. Client shall be solely responsible for the content of any communications which Client initiates or authorizes in connection with the Messaging Services. SpryPoint shall have no responsibility or liability with respect to messages or communications initiated or authorized by Client. Client assumes all risks associated with use of the Messaging Service

10.3 Messaging Indemnity. To the extent permitted by law, Client shall hold harmless, defend and indemnify SpryPoint and Reseller and their officers, directors, employees, contractors and representatives from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties and attorney's fees arising out of or relating to the Messaging Service or any breach by Client of the Agreement including without limitation, these Messaging Terms, except in the event of SpryPoint's willful misconduct.

10.4 Compliance. SpryPoint is limited to delivering the Messaging Service to the Client as part of the Service, accordingly, compliance with applicable laws is strictly Client's responsibility with respect to the Messaging Service notwithstanding any provision to the contrary.

11. Miscellaneous



11.1 Prohibition of Boycott Israel. The SpryPoint verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

11.2 Iran, Sudan, and Foreign Terrorist Organizations. SpryPoint represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

- <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>
- <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>
- <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes SpryPoint and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. SpryPoint understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with SpryPoint and exists to make a profit.

11.3 Prohibition of Boycott Energy Companies. SpryPoint verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if SpryPoint is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) SpryPoint has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

11.4 Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations. SpryPoint verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) SpryPoint has ten (10) or more full time employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Agreement. However, this prohibition does not apply: (i) if SpryPoint is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.



11.5 Subchapter J: Pursuant to Subchapter J, Chapter 552, Texas Government Code, SpryPoint shall:

- a) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement;
- b) Promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the entity on request of the City; and
- c) On completion of the Agreement, either:
 - a. Provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of SpryPoint; or
 - b. Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and SpryPoint agrees that the Agreement can be terminated if SpryPoint knowingly or intentionally fails to comply with a requirement of that subchapter. "Contracting information" includes, but is not limited to, records, communications and other documents related to the bid process, contract, payments, receipts, scope of work/services, and performance."

11.6 Independent Contractor. SpryPoint and all persons(s) employed by or contracted with SpryPoint to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of Client. SpryPoint has full rights to manage its employees in their performance of the Service under this Agreement. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

11.7 Piggyback. It is understood and agreed by Client and SpryPoint that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with SpryPoint, be invoiced therefrom and make its own payments to SpryPoint in accordance with the terms of the contract established between the new governmental entity and SpryPoint. It is also hereby mutually understood and agreed that Client is not a legally bound party to any contractual agreement made between SpryPoint and any entity other than Customer.

11.8 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of Texas, without regard to its conflict of laws provisions. Each party to this Agreement irrevocably submits to the jurisdiction of, and venue in, the district courts of the United States sitting in the State of Texas, Williamson County, or the courts of the State of Texas, Williamson County, and waives any objection based on forum non conveniens.



11.9 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon the third business day after first class mailing or the next business day after being sent by a nationally recognized overnight courier. Either party may from time to time give notice to the other party of a substitute address, which from the date the notice is given will supersede for purposes of this Section 11.4 any previous address specified for the party giving the notice.

Notices to the Client shall be sent to:

Kelly Wenzel
105 N. Brushy
Leander, Texas
(512) 528-2700
kwenzel@leandertx.gov

Notices to SpryPoint shall be sent to:

Nick Stone
Chief Financial Officer
45 Queen Street – Suite #401
Charlottetown, PE C1A 4A4
(706) 339-9939 (M)
nstone@sprypoint.com

11.10 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right.

11.11 Force Majeure. In no event shall either party be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that SpryPoint shall use reasonable efforts which are consistent with accepted software industry practices to resume performance as soon as practicable under the circumstances. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

11.12 Assignment. Neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party (which consent shall not be unreasonably withheld). Except to the extent forbidden herein, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns. Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. In no event shall Client have the right to assign this Agreement to a direct Competitor of SpryPoint. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted



by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.13 Severability. To the extent permitted by the law, the parties waive any provision of law that would render any clause of this Agreement invalid or unenforceable. In the event that a provision herein is held to be invalid or unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by the law, and the remaining provisions of this Agreement will continue in full force and effect.

11.14 Publicity. Except as set forth herein, SpryPoint shall not use Client’s name, logos, or trademarks in any written press releases, advertisements and/or marketing materials without the prior consent of Client, SpryPoint is authorized to use Client’s name and logo in lists of Clients and on its website, however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from SpryPoint.

11.15 Amendment. This Agreement may only be amended in writing by authorized representatives of each party.

11.16 Execution in Counterparts: This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

City of Leander, TX	SpryPoint Services, Inc.
Signature:	Signature: DocuSigned by: Nick Stone 59D3C287CC954AF...
Name:	Name: Nick Stone
Title:	Title: Chief Financial Officer
Date Signed:	Date Signed: 4/10/2025



SpryPoint Services, Inc.

Exhibit A – Service Level Agreement

1. Introduction and Overview

SpryPoint's applications are delivered as a service in the cloud. Integrating software development and support is the optimal way to serve customers. SpryPoint's Customer Success Team works with the product engineers that build, implement, test, and maintain our applications.

This Service Level Agreement ("Agreement") defines the general technology as well as the scope of the Ongoing Production Support Services for SpryPoint's software-as-a-service. At a high level, this includes:

- Application support and maintenance
- Management of updates and enhancements
- Technology infrastructure management
- Backup and recovery
- High availability, disaster recovery, and business continuity
- Database management
- Network configuration and monitoring
- Security
- Operations and service delivery management
- Help desk/support
- Reporting/Performance measurement tools

These Services may be supplemented by change requests agreed upon by the parties in writing.

The following additional terms apply to the Services provided under this Agreement:

- SpryPoint shall not have access to "sensitive personal information" as defined in Chapter 521 Texas Business and Commerce Code.
- SpryPoint shall not handle, process, or have access to any payments, payment information, or customer financial information.
- SpryPoint shall not have any access to the city's ERP/billing system except through scheduled flat file transfer.

This Agreement describes the responsibilities of all parties, the scope, and approach to the delivery of the services specified herein ("the Services").

The transition to the Customer Success team will occur when:

- All severity 1 and 2 issues have been resolved
- All severity 3 issues have a defined plan for resolution
- The Post Go-Live Support as defined in the Statement of Work is complete



- A finalized punch-list of any outstanding items has been created and responsibilities assigned

The transition involves:

- Formal knowledge transfer between SpryPoint's Service Delivery and Customer Success Teams
- An introductory meeting with the client, SpryPoint's Project Manager and SpryPoint's Customer Success Team.

This Agreement is specific to SpryPoint's software-as-a-service applications operating in a production environment as described in the current *Exhibit B SaaS Pricing Schedule* incorporated as part of this Agreement. Any non-production or test environments are expressly excluded from this or any other Service Level Agreement.

2. Definitions

These terms shall have the following meanings whenever used in this Agreement.

“Assist” means the party which may provide input into a task and/or be consulted before a decision or action is performed.

“Business Hours” means 8:00 a.m. – 4:00 p.m. Eastern Time, Monday – Friday (excluding holidays)

“Demarcation Point” means the outermost point of connectivity to the Service(s) public or private endpoints such as the data centers, infrastructure, and applications provided by SpryPoint.

“Environment” – provides resources and services over the Internet and access through a web browser or client software.

- **Production Environment** – is where the latest version of the SpryPoint application is deployed and available to the intended users.
- **Staging Environment** – an environment, used for testing, that mirrors the production environment as closely as possible.

“Impact” – means the influence of an event on the organization or organization's customers.

“Issue” – is a disruption to everyday operations that may or may not have significant consequences.

“Lead” – means the party with final decision-making authority, accountability, and responsibility for task completion; this party needs to make sure the work gets done.

“Outage” – means the total minutes the service is unavailable outside the scheduled maintenance window.

“Response Time” – means the number of Support Hours in which a member of the SpryPoint team will respond to a new issue.



“Resolution Target” – means the number of Business Hours in which an issue should be resolved following the identification of its root cause.

“Update Frequency” – means the number of Support Hours in which the SpryPoint team will provide an update to an unresolved issue.

“Scheduled Maintenance” means the total minutes of planned maintenance activities per month. Currently, scheduled maintenance is 4 hours for weekly maintenance and 4 hours for monthly maintenance. Maintenance windows are defined further in System Maintenance and are subject to change on 30 days’ notice from SpryPoint.

“Severity” – is used to understand the impact of an issue quickly and set priorities for resolution target and is measured by how severely the issue is affecting functionality.

“Support Hours” – mean 8:00 a.m. – 8:00 p.m. Eastern Time, Monday – Friday (excluding holidays)

“Support Request” – means a request to support the resolution of an issue when further assistance is needed from technical experts.

“Tiers” – represents the complexity of the issue reported.

“Total” – means the total minutes the service is available less those exceptions listed under Service Availability.

3. Scope of Service/Responsibilities

3.1. Ongoing Support and Subscription Services

3.1.1. Application Support

The table below describes the application support functions provided in the service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Provide Tier 1 help desk and application support such as, user password management	Assist	Lead
Attempt to resolve Tier 1 issues using existing knowledge base	Assist	Lead
Maintain and update SpryPoint’s knowledge base and other documentation	Lead	N/A
Service Request Management		
Provide technical and functional troubleshooting for Tier 2 issues	Lead	Assist
Work with Client to determine if an issue is for new system functionality (change) or requires assistance (bug)	Lead	Assist
Provide a web-based system for issue tracking	Lead	N/A
Work with Client to assign proper severity of issue based on definitions	Lead	Assist
Provide issue tracking and reporting	Lead	N/A



Item	Responsibility	
	SpryPoint	Client
Work with client to resolve Tier 2 and Tier 3 issues	Lead	Assist
Monitor, measure, and report on the status of Tier 2 and Tier 3 issues	Lead	Assist
Resolve Tier 2 and Tier 3 issues	Lead	Assist
Provide analysis of recurring issues and establish a resolution or work around for such issues.	Lead	Assist
Work with Client in reporting and resolving unplanned outages of any component or environment.	Lead	Assist
Provide root cause feedback for all Severity Level 1 issues	Lead	Assist
Escalate issues as needed	Lead	Assist
Promptly report outages and service interruptions	Lead	Assist
Application Support		
Provide application support to the functional process owners	Lead	Assist
Address functional issues and questions involving “how to” raised by end-users	Assist	Lead
Work with departments to leverage software to streamline business processes	Assist	Lead
Assist with system functionality and process flow questions for software and reports	Assist	Lead
Provide functional support for first time processing of critical client business processes	Lead	Assist
Focused functional process support (i.e., end of year processing)	Assist	Lead
Maintain application releases of the current software in the production environment	Lead	N/A
Assist in reporting product issues to software vendor support and obtaining resolution	Assist	Lead
Provide availability management and support	Lead	N/A
Provide maintenance and support for all integrations	Lead	Assist
Provide maintenance and support for all reports	Lead	Assist
Provide maintenance and support for all scheduled jobs	Lead	Assist
Provide functional testing support	Assist	Lead
Deploy required application software	Lead	N/A
Provide post-deployment verification testing of required software	Lead	Assist
Security Administration		
Provide application security maintenance and administration	Lead	N/A
Conduct user access management and review	Assist	Lead
Maintain and support firewall subsystem software components where applicable (e.g., patches and software upgrades) on Client hardware and software	N/A	Lead
Monitor virus/security alerts and vulnerabilities from manufacturers and determine appropriate action per procedure	Lead	Assist



3.1.2. Operational Support

The table below describes the operational support functions provided in the service and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Hosting Services		
Provide hosting services	Lead	N/A
Provide for a replicated system architecture	Lead	N/A
Provide disaster recovery services including system and data restoration	Lead	N/A
Conduct periodic testing of the disaster recovery solution	Lead	N/A
High availability and continuity of the service including load balancing to redirect traffic, multi-zone databases, auto-scaling instances based on application and processing load	Lead	N/A
Provide for secure transmission of data being stored and/or archived	Lead	N/A
Provide toll-free support line	Lead	N/A
Provide hosting services	Lead	N/A
Database Management		
Perform database administration	Lead	N/A
Perform database monitoring	Lead	N/A
Perform database tuning	Lead	N/A
Perform database security	Lead	N/A
Perform database procedures	Lead	N/A
Perform scheduled maintenance procedures	Lead	N/A
Perform database patching and updates/service packs	Lead	N/A
Communicate patch and update impact analysis	Lead	N/A
Perform database capacity planning	Lead	N/A
Perform database refresh/clones	Lead	N/A
Perform database backup and recovery	Lead	N/A
Perform any data purging or archiving as required	Lead	N/A
Release Management		
Assess impacts of new releases to the environment	Lead	Assist
Perform Client-requested periodic refreshes of the non-production environments from the production environment up to twice per calendar month	Lead	Assist
Perform application upgrades	Lead	Assist
Perform maintenance pack installations	Lead	Assist
Perform emergency release updates as needed.	Lead	Assist
Access Management		
Manage administrative user access to the environments	Assist	Lead
Manage user access at the operating level	Assist	Lead
Manage application users and their access to the various environments	Assist	Lead
Performance Management		
Monitor system performance	Lead	N/A
Monitor application performance	Lead	N/A



Item	Responsibility	
	SpryPoint	Client
Monitor scheduled job performance	Lead	Assist
Analyze performance related issues to identify factors impacting performance	Lead	Assist

3.1.3. Technology Infrastructure Services

The table below describes the technology infrastructure functions provided in the services and the responsibility assignment of each item.

Item	Responsibility	
	SpryPoint	Client
Review and resolve technical issues with the system	Lead	Assist
Assist with system debugging and issue resolution	Lead	Assist
Resolve system technical issues with scheduled jobs and reports	Lead	Assist
Answer technical questions for day-to-day maintenance	Lead	Assist
Perform system administration	Lead	Assist
Provide system monitoring and tuning	Lead	Assist
Provide system capacity planning	Lead	Assist
Provide storage capacity planning	Lead	Assist
Provide workload management and support	Lead	Assist
Perform infrastructure maintenance and support	Lead	Assist
Manage the testing of all application and system changes prior to applying to production	Lead	Assist
Perform updates/service packs on application infrastructure	Lead	N/A
Perform system patching and updates/service packs (desktop)	N/A	Lead
Provide change bundling analysis to reduce the frequency and length of time required to apply changes	Lead	N/A
Provide a back-out plan for changes to the various environments	Lead	N/A
Apply code patches for application software	Lead	N/A
Implement minor technology updates	Lead	N/A
Provide system maintenance scheduling and coordination	Lead	N/A
Report system outages and service interruptions	Lead	Assist
Provide infrastructure monitoring and alerting	Lead	N/A
Provide set-up, maintenance, and support for the following environments:		
Production	Lead	N/A
Staging	Lead	N/A
Sandbox (where applicable)	Lead	N/A

3.2. Billable Services

There will be instances where a client request is beyond the scope of the original contract. Any out-of-scope item is considered an enhancement or a change to the service and should be directed to our Customer Success team through regular support request options. Enhancement requests would include new functionality and features. Change requests would include changes to the services or responsibilities of the service.



Examples of billable services that require a quote:

- Requests for new reports
- Requests for changes to current reports
- New configuration/setup
- Rate changes
- Changes to bill print/template
- Changes to forms or letters

3.3. Quote Process

The client may request additional services or modifications to the application at any time. All Changes will be documented and approved, regardless of whether there is an associated cost for the change.

Requests for changes should be made to SpryPoint's Customer Success Team. They will review the request and create a quote to include the following:

- A description of the problem that needs to be solved or the issue to be addressed.
- A description of the solution to the problem or issue to be addressed, including the use/business case and/or reason for the Change and suggested solution.
- An estimated delivery time
- If applicable, any fees/cost and expenses associated the Change.

The Change must be approved by both SpryPoint and the Client before any work related to a Change is completed. The Change process is defined below.

- Identify the requested Change
- Identify and document the solution and scope of work associated with the Change requested
- Estimate required effort, and any associated costs
- Submit for review and approval by the Client and SpryPoint Management Team
- If not approved, no changes are completed, and the Change request is canceled
- If approved, SpryPoint will work with the client to schedule.
- Monitor and report progress on the Change
- Communicate the Change resolution

3.4. Rate Card

Any billable services to the Service beyond go-live will be performed at the then prevailing rate as published by SpryPoint on an annual basis. Any enhancements will be implemented pursuant to the change control process as outlined in the Statement of Work.



4. Performance Measurement

4.1. Support Level Definitions and Responsible Parties

Client agrees to follow escalation procedures and is responsible for Tier 1 support functions before new application or functionality related to SpryPoint services is enabled in production.

4.1.1. Client Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	• Provide application navigation tips • Perform password resets or analyze login issues • Answer questions regarding basic operation of the application • Gather information to escalate to Tier 2 support

4.1.2. SpryPoint Responsibilities

Tier	Definition	Description/Examples
1	Support performed by Client, who shall be responsible for addressing common user questions and issues	Maintain documentation to enable Client to resolve most Tier 1 support issues without requiring escalation to specialized application support.
2	In-depth technical support performed by SpryPoint to address issues outside the scope of Tier 1 issues. SpryPoint's experienced team are available to: • Assess issues • Provide solutions • Resolve issues • Create new features	Provide Tier 2 support for all SpryPoint applications which includes: • Advanced technical and system administration responsibilities which may require application log, database access, or other code-related troubleshooting • Clearly defined points-of-contact, available to receive and appropriately respond to issues from Tier 1 support • Advice and assistance for the applications and non-programming activities in direct support of users • Advise Client personnel of estimated time to resolve an issue after root cause diagnosis • Provide status updates during issue resolution • Escalate Tier 2 support issues to Tier 3 support at our sole discretion



Tier	Definition	Description/Examples
3	A level of product and service support provided by SpryPoint resources (such as product managers or product team)	Provide Tier 3 support for all SpryPoint applications which includes: • Data fixes • Code-related troubleshooting • Bug fixes

4.2. Issue Reporting

The Client shall designate one or more power users to request and receive support services from SpryPoint. These users must be trained on the SpryPoint applications for which they initiate support requests.

To report an issue, submit a support request by:

- Support widget (must be enabled in-app)
- SpryPoint Helpdesk Portal - support.sprypoint.com
- E-mail – support@sprypoint.com
- Phone – 855.TRY.SPRY

Issue reporting shall be available twenty-four (24) hours a day, seven (7) days a week, and 365 days a year.

Before reporting an issue, Client's personnel must collect as much of the following information as possible:

Criteria	Description/Examples
Date and Time	When did the issue start
Product/Function	SpryCIS – Meter Reading
General Description	Describe the issue you are experiencing as well as the expected results
Replication	How to replicate the issue
Severity	Per the severity levels defined in this document
Operating System	iOS, Android, Windows, MacOS
Device	iPad, Chromebook, Microsoft Surface, MacBook
Browser	Chrome, Safari, Edge, Firefox
Screenshots	Screenshots of the error will help with troubleshooting

Support requests are submitted to report issues. SpryPoint's Customer Success Team will address tickets according to the Severity Level. The SpryPoint team will determine the cause of the issue and begin the process for correction and/or remediation. Some possible causes of an issue to be reported are:

Bug – an error, flaw, or fault in the application that causes an incorrect or unexpected result or behavior.

Configuration Request – a change or update to the behavior of an application through a setting in the user interface.



New Feature Request – an update to the application to provide new functionality or a new feature.

Training Issue/Question – Client does not understand how or why something is behaving the way it is or needs to understand options to change the base behavior.

Performance/Service Issue – generally a high priority, high severity item that includes outages, downtime, and other issues affecting the usability of SpryPoint applications.

4.3. Issue Prioritization, Definitions, Responsible Parties, and Targets

Severity Level	Example	Response Target	Resolution Target	Update Frequency
1 Urgent	Client's business is not operational due to significant performance issues or outage, creating a substantial impact financially or by the number of customers affected. Critical business function(s) cannot be performed and/or a key component is unavailable or is non-functional. There is no immediate work around. Urgent issues have top priority until resolved Examples of Severity 1 issues include: • System is unavailable (outage) • Unable to perform a key function such as calculation of bills or billing process • A key function is malfunctioning, creating a severe financial/customer impact • Any event that impacts more than 20% of the customer base • Severity Level 1 issues are subject to an Issue Post-mortem by SpryPoint	1 hour	4 hours	1 hour
2 Critical	Client's business is operational but the ability to perform business functions is severely impacted, A critical business function or functions are partially operational or operating by use of a workaround only sustainable for a short period of time. A critical business function or functions is operating at limited capacity or has a defect which	2 hours	16 hours	4 hours



	creates errors or atypical results to customer records, transactions, or financials. Examples of Severity 2 issues include: • 10%-20% of the customer base are affected by bills which are calculating or rendering incorrectly • Response times on transactions or screens are 3 times the normal response times (response times must be tracked at go-live for benchmark) • Processes take 3 times as long to complete or error out (response times must be tracked at go-live for benchmark)			
3 Restricted Use	The service is experiencing an issue that can be worked around but is impacting client's efficient use of the service. The business is operational but with reduced efficiency. Examples of Severity 3 issues include: • Single account issue • Business function has a slight restriction of function of non-critical nature • A work around is required to maintain normal operations • Non-performance impacting defect	4 hours	160 hours	40 hours
4 Not Urgent	The service is fully functional but may contain a cosmetic flaw, or misspelling. There is no operational, financial, or customer impact. Examples of Severity 4 issues include: • A button is out of alignment on the user interface • Question regarding configuration or functionality • General inquiries	8 hours	200 hours	Upon resolution



5	Enhancement request	16 hours	As defined in "Quote Process" section 3.3	As defined in "Quote Process" section 3.3
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4.4. Triage

Based on the severity level of the support request, Client can expect a response from the SpryPoint Customer Success Team as indicated in the table above.

During this initial contact, the team has several objectives:

1. Confirm and/or clarify our understanding of the support request. Adjust reported severity level if necessary.
2. Document the use case where the issue occurs.
3. Establish a resolution plan and provide an estimated resolution time if possible.
4. If an estimated resolution time cannot be provided during the initial contact, Client will be provided with an estimate on the timeframe.
5. If the support request is Level 5 (enhancement request), Client will be contacted to discuss the use case and scope of the enhancement. An enhancement specification and quotation will be delivered.

4.5. Resolution

Issue Resolution indicates that the issue has been addressed and resolved, pending confirmation from Client's power user. If for any reason Client is not satisfied with the resolution, Client may request the issue to be re-opened.

4.6. Service Maintenance

The primary contact for the ongoing maintenance and support of the application is SpryPoint's Customer Success team. Although rare, SpryPoint may, at its discretion, schedule a system maintenance window, during which time normal production services may not be available. Planned system maintenance windows are mutually agreed upon with the Client. Whenever possible, SpryPoint will plan Scheduled Maintenance to coincide with Client's IT system maintenance windows and outside the hours of 8:00 a.m. and 4:00 p.m. Eastern Standard Time. There may be some instances where updates are required immediately or within a short timeframe to maintain the integrity or functionality of SpryPoint applications. In such cases, SpryPoint will notify Client's designated contact of unplanned system maintenance and work with Client to deploy the necessary changes during the earliest, mutually favorable time. SpryPoint will promptly notify Client's designated contact of any downtime and provide confirmation once full functionality is restored.

In extraordinary circumstances, it may be necessary to take the system offline or otherwise prevent access to applications. This would be the result of an exceptional situation (i.e., a zero-day vulnerability) where SpryPoint would take preventive action to mitigate any potential adverse impact to our clients.

4.7. Device and Operating System Support



- SpryPoint shall use commercially reasonable efforts to identify a root cause and provide technical solutions therein for any reported bugs, defects, issues, etc., provided that the Software or Services are not otherwise impaired at the start of the then-current Service Term and has been properly maintained by Client in accordance with SpryPoint's policies. SpryPoint is not required to support its applications in the following circumstances: hardware that is no longer supported by its manufacturer. (e.g., iPhone 3G, Samsung Galaxy S Captivate)
- Operating systems or versions of operating systems which are no longer supported or updated by their authors (e.g., Apple, Google, Microsoft, etc.).
- Errors that are a result of product misuse, negligence, or improper utilization of any or all part of the Software or Services.
- Issues that are a result of electrical failure, internet connections problems, and all data issues deemed to be under Client's exclusive control and responsibility including but not limited to: data input and output are outside the scope of this service level agreement.

Maintenance for unsupported operating systems and/or hardware may be available to clients at an additional charge.

4.8. Issue port-mortem process

The issue post-mortem process at SpryPoint includes the following:

Action	Objective
Summary of what happened	• Which services and customers were affected? • How long and severe was the issue? • Who was involved in the response? • How was the issue resolved?
Root cause analysis	• What were the origins of failure? • Why do we think this happened?
Steps taken to diagnose, assess, and resolve	• What actions were taken? • Which were effective? • Which were detrimental?
Timeline of significant activity	Centralize key activities from monitoring tools, ticket management, issue details as well as internal and external communications.
Learning and next steps	• What went well? • What did not go well? • How do we prevent this issue from happening again?
Summarize findings	Circulate summary to affected clients upon request.

4.9. Support Hours

SpryPoint business hours are from 8:00 a.m. to 4:00 p.m. Eastern Time, Monday through Friday (excluding holidays). Support is available from 8:00 a.m. - 8:00 p.m., Eastern Time, Monday through Friday (excluding holidays).

After-hours, on-call support is available when requested. This provides extra support when migrating, updating, or upgrading integrated line of business applications. After-hours, on-call support rates will be in accordance with the current Rate Card (Section 3.3).



4.10. Holidays

Response to requests other than Severity Level 1 may be delayed up to 24 hours during holidays observed by SpryPoint as outlined below:

Holiday	Date (on or around)
New Year's Day*	January 1
Provincial Holiday	Third Monday in February
Good Friday	Late March/Early April
Victoria Day	Third Monday in May
Canada Day*	July 1
Civic Holiday	First Monday in August
Labour Day	First Monday in September
National Day of Truth and Reconciliation	September 30
Thanksgiving (Canadian)	Second Monday in October
Remembrance Day*	November 11
Christmas Day*	December 25
Boxing Day*	December 26

*If holiday falls on a weekend, it will be observed the following Monday.

5. Service Level Agreements

Service Level Agreements (SLAs) provide clarity around the commitments to deliver the Service and set expectations for both parties relative to the Client's business and the impact/role of the Service within the Client's business.

5.1. Exclusions, Exceptions and Limitations

This does not apply to any Service performance issues caused by factors; (i) outside of SpryPoint's reasonable control, including any force majeure event or Internet access or related issues beyond the demarcation point of SpryPoint; (ii) that result from Client's equipment software or other technology such as metering technology, payment and data processing services, networking technology and/or third-party equipment, software, integration services or other technology (other than third party equipment within our direct control); (iii) that result from any scheduled maintenance as provided for pursuant to this Agreement; or (iv) arising from SpryPoint's suspension and termination of Customer's right to use Software.

5.2. Service Availability

SpryPoint will use commercially reasonable efforts to make our Services available with an uptime percentage of at least 99.5% within a given calendar month.

5.3. Service Credits

In the event of a failure by SpryPoint to meet the Service Availability and Issue Resolution Targets as defined in this SLA, as the Client's sole and exclusive remedy, at Client's request, SpryPoint will provide Service Credits in accordance with the following:

1. First month of missed service availability or issue resolution target, SpryPoint and Client will meet to discuss possible corrective actions



2. Second consecutive month: 10% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
3. Third consecutive month: 20% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
4. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
5. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
6. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month of the affected SpryPoint application
7. More than six consecutive months: Within thirty (30) days of such failure Client shall have the option to terminate the entire Agreement and upon termination Client shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination becomes effective
8. Service Credits shall be deducted from subsequent invoices for Subscription Fees, or upon the termination or expiration of the Agreement the Service Credits would be paid directly to the Client

6. Periodic Service Reviews

6.1. Periodic Review of Open Tickets and Outstanding Issues

Such reviews are offered by SpryPoint upon client request and may be held either monthly or quarterly as agreed by both parties. Reviews are led by a member of the SpryPoint Customer Success Team and commonly include:

- Discussion and review of open or recently closed tickets
- Discussion and review of recent or forthcoming product releases

6.2. Periodic Review of Service Level Agreement Performance

Such reviews will be held annually (or on a periodic basis as agreed by both parties). Either party may request the review. The review will be led by the Manager of Customer Success and shall include:

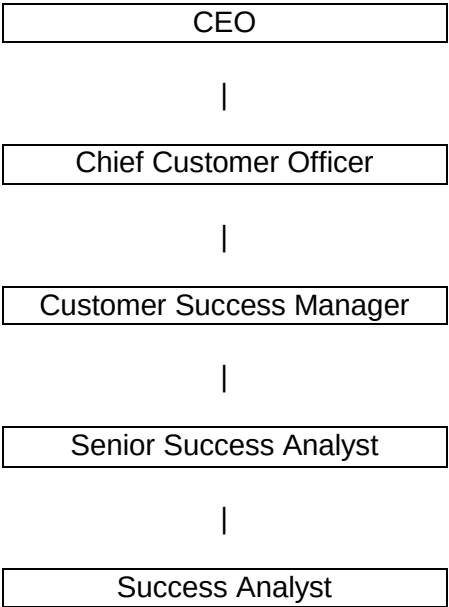
- Discussion and resolution of any issues that may arise under an SLA
- Service delivery since last review
- Major deviations from service targets
- Negotiate proposed changes to the SLA
- Resolve concerns about service delivery
- Discuss any staffing changes for SpryPoint or Client

The review mechanism shall include an escalation procedure under which any unresolved issues are escalated for immediate resolution. Disagreements shall initially be handled by means of the following escalation provision.

6.3. Escalation



In the unlikely event that a customer needs to escalate an issue beyond the Customer Success Analyst in charge, the following is the path of that escalation:



If the Client is unable to get appropriate support from the assigned support analyst or senior support analyst, the client may escalate first to Shelley MacLeod, Manager of Customer Success and then to Chris Scalia, Chief Customer Officer.

Contact information for the Customer Success Management Team:

Shelley MacLeod
Customer Success Manager
Successsmacleod@sprypoint.com
Office: 902.510.1770
Mobile: 902.213.0950

Chris Scalia, CCO
Chief Customer Officer
cscaliam@sprypoint.com
Office: (877) 879-7779 ext. 897
Mobile: (617) 290-7170

7. Release Management

We provide application releases on a two-week interval. The Customer Success Team works with the Product Management team to create and distribute Release Notes to our clients. Our releases typically include new features and functionality as well as bug fixes.



Product Releases:

- Release Notes are sent to the primary contacts in the organization. However, anyone can be added to the distribution list.
- Release Notes will be provided before deployment to your production environment.
- Releases are deployed after standard business hours and live in the system the next business day.
- New features and functions are disabled by default when deployed.
- Customer Success is available to assist your team in determining if enabling a new feature is right for your organization.



Exhibit B

Data Processing Exhibit

This Data Processing Exhibit ("DPE") is entered into per the Client Subscription Agreement ("**Agreement**") between SpryPoint Services, Inc., hereinafter ("**SpryPoint**") and the Party identified as the "Client" in the Agreement, where Client is using SpryPoint's Software and Services. This DPE reflects the Parties' agreement with regards to the applicable Privacy/Data Protection Laws and governs the data processing related obligations of SpryPoint and Client for any applicable Subscription or Statement of Work involving the processing of Client's Personal Information. In the event of any inconsistency or conflict between this DPE and the Agreement, the terms and conditions of the DPE shall prevail. In delivering the Software or Services under the Agreement, SpryPoint may Process Personal Information/ Personal Data as a Data Processor on behalf of Client, which is the data controller. It is hereby agreed as follows:

Definitions

Unless otherwise defined below, all capitalized terms have the meaning given to them in the applicable Agreement and/or exhibits thereto.

"Covered Data" means (i) Client Data, (ii) Technical Services Data, and (iii) any other electronic data or information submitted by or on behalf of Client to a Covered Service.

"Covered Service" means (i) any Service provided that specifically refers to this DPE, and/or, (ii) any Technical Services.

"Data Controller" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.

"Data Protection Laws" means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations.

"Data Subject" means the person to whom the Personal Data relates.

"Personal Data" means any Covered Data that relates to an identified or identifiable natural person.

"Personal Data Breach" means (i) a 'personal data breach' or (ii) any Security Breach affecting Personal Data.

"Processing" or **"Process"** means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing,



adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

“Subprocessor” means a SpryPoint Affiliate or third-party entity engaged by SpryPoint or a SpryPoint Affiliate as a Data Processor under this DPE.

“Subprocessor List” means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data for the relevant Covered Service.

1. Subject and Scope

- 1.1. **Scope and Role of the Parties.** This DPE applies to the Processing of Personal Data by SpryPoint to provide the Covered Service. For the purposes of this DPE, Client and its Affiliates are the Data Controller(s) and SpryPoint is the Data Processor. SpryPoint shall Process Personal Information/ Personal Data under the Agreement(s) only as a processor acting on behalf of Client where Client is the Data Controller, SpryPoint agrees that it will Process Personal Information/ Personal Data for the sole purpose of providing the Services as described in the Agreement(s).
- 1.2. **Purpose.** Client discloses Personal Information/ Personal Data to SpryPoint solely for: (i) a valid business purpose; and (ii) SpryPoint to perform the Services.
- 1.3. **Instructions for Processing.** SpryPoint shall Process Personal Data in accordance with Client's documented instructions. Client instructs SpryPoint to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE). Client may provide additional instructions to SpryPoint to Process Personal Data, however SpryPoint shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.
- 1.4. **Prohibitions.** SpryPoint is prohibited from: (i) selling Personal Information/ Personal Data; (ii) retaining, using, or disclosing Personal Information/ Personal Data for a commercial purpose other than providing the Services; and (iii) retaining, using, or disclosing the Personal Information/ Personal Data outside of the Agreement between SpryPoint and Client.
- 1.5. **Warranty.** Client warrants and represents that it is and will at all relevant times remain duly and effectively authorized to give such instruction.
- 1.6. **Sole Responsibility.** Client is solely responsible for obtaining all necessary consents, licenses and approvals for the collection and Processing of any Personal Information/ Personal Data.
- 1.7. **Compliance with Laws.** SpryPoint shall comply with all Data Protection Laws applicable to SpryPoint in its role as a Data Processor Processing Personal Data.



For the avoidance of doubt, SpryPoint is not responsible for complying with Data Protection Laws applicable to Client or Client's industry such as those not generally applicable to online service providers. Client shall comply with all Data Protection Laws applicable to Client as a Data Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable SpryPoint to carry out lawfully the Processing contemplated by this DPE.

2. Technical, Organizational Measures and Security

- 2.1. **Security Measures.** SpryPoint implements and maintains appropriate technical and organizational measures to ensure a level of security appropriate to the risk. The parties agree that the security measures are appropriate to protect Personal Information/ Personal Data against a Personal Information/ Personal Data Security Incident, and that these measures ensure a level of security appropriate to the risks presented by the Processing and the nature of the Personal Information/ Personal Data to be protected having regard to the state of the art and the cost of their implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- 2.2. **Confidentiality.** SpryPoint shall ensure that any person authorized to Process the Personal Information/ Personal Data is subject to a strict duty of confidentiality and that they Process the Personal Information/ Personal Data only for the purpose of delivering the Services under the Agreement to Client.
- 2.3. **SOC 2 Compliance.** Upon request, SpryPoint can provide Client with a copy of its SOC 2 Type I report which attests to the controls at a service organization. SpryPoint is currently undergoing an audit for SOC 2 Type II Compliance. Upon successful completion, at a minimum, SpryPoint agrees to maintain SOC2 Type 2 compliance. SpryPoint may modify its Security Measures from time to time and at any time, provided, however, that it will not materially reduce the level of protection as provided in this DPE.
- 2.4. **Processing Terms.** At all times that SpryPoint Processes, and/or has access to Personal Information/ Personal Data, SpryPoint shall (a) Process such Personal Information/ Personal Data only in accordance with Client's documented instructions (b) not Sell (as defined under CCPA) Personal Information/ Personal Data, or retain, use, or disclose such Personal Information/ Personal Data (i) for any purpose other than for the specific purpose of performing the Services or (ii) outside the direct business relationship between Client and SpryPoint.
- 2.5. **Acknowledgement.** Acknowledging that Client (and not SpryPoint): (i) controls the nature and contents of Client Data (including any Personal Information/ Personal Data therein); and (ii) acts as its own system administrator and controls



user access to Client Data (including any Personal Information/ Personal Data therein), Client represents and warrants that on the date of this DPE and during the Term:

- 2.5.1. Personal Information/ Personal Data has been and will be collected and Processed by Client in accordance with applicable Privacy/Data Protection Laws;
- 2.5.2. Client will take all steps necessary to ensure it achieves the foregoing, including without limitation, by providing Data Subjects with appropriate privacy notices, obtaining any required consent, and ensuring that there is a lawful basis for Contracted Processors to Process Personal Information/ Personal Data.

3. Subprocessors

- 3.1. **Use of Subprocessors.** Client hereby agrees and provides a general prior authorization that SpryPoint and SpryPoint Affiliates may engage Subprocessors. SpryPoint or the relevant SpryPoint Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. SpryPoint shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by SpryPoint.
- 3.2. **Notification of New Subprocessors.** SpryPoint shall make available to Client a Subprocessor List and provide Client with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, SpryPoint shall provide notice to Client by updating the Subprocessor List.
- 3.3. **Approved SpryPoint’s Sub-Processors**

Sub-Processor	Country	Website	Service Provided
Amazon Web Services	United States	aws.amazon.com	Cloud Infrastructure
Freshdesk	United States	www.freshworks.com	Customer Service
Heroku	United States	www.heroku.com	Cloud Infrasturcture
Twilio	United States	www.twilio.com	SMS Delivery Iservice
Twilio Sendgrid	United States	www.twilio.com/sendgrid/email-api	Email Delivery Service
Solarwinds Papertrail	United States	www.papertrail.com	Log Management Service



Sub-Processor	Country	Website	Service Provided
Raygun	United States	www.raygun.com	Application Management Service

4. Rights of Data Subjects

- 4.1. Assistance with Data Subject Requests.** SpryPoint will, in a manner consistent with the functionality of the Covered Service and SpryPoint's role as a Data Processor, provide reasonable support to Client to enable Client to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").
- 4.2. Handling of Data Subject Requests.** For the avoidance of doubt, Client is responsible for responding to Data Subject Requests. If SpryPoint receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personal Data, SpryPoint will promptly forward such request or complaint to Client, provided the Data Subject has given sufficient information for SpryPoint to identify Client.

5. Cooperation

To the extent SpryPoint is required under Privacy/Data Protection Laws, SpryPoint will assist Client to comply with Privacy/Data Protection Laws; in particular (i) SpryPoint will assist Client in responding to any request from a data subject exercising his or her rights under the Privacy/Data Protection Laws; (ii) it will assist Client in responding to any request from regulatory or judicial bodies relating to the Processing of Personal Information/ Personal Data under the Agreement(s); (iii) it will promptly notify Client if its Processing of Personal Information/ Personal Data is likely to result in a high risk to the privacy rights of data subjects or is unable to comply with Client's instructions for any reason, (iv) and upon reasonable request, will assist Client to carry out data protection impact assessments.

6. SpryPoint Personnel

SpryPoint shall require screening of its personnel who may have access to Personal Data and shall require such personnel (i) to Process Personal Data in accordance with Client's instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which shall survive the termination of employment.

7. Personal Data Breach

In the event SpryPoint becomes aware of a Personal Data Breach it shall without undue delay notify Client in accordance with the Security Breach provisions of the Client Subscription Agreement. To the extent Client requires additional information from



SpryPoint to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, SpryPoint shall provide reasonable assistance to provide such information to Client taking into account the nature of Processing and the information available to SpryPoint.

8. Security Program

SpryPoint shall implement appropriate technical and organizational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as set forth in the Security Exhibit. If SpryPoint becomes aware of a security incident or has a reasonable suspicion of a Personal Information/ Personal Data breach in respect of the Personal Information/ Personal Data being Processed under the Agreement(s), it will inform Client without undue delay and will provide reasonable information and cooperation to Client so that Client can fulfill any Personal Information/ Personal Data Security Incident reporting obligations it may have under the applicable Privacy/Data Protection Laws. SpryPoint will take reasonably necessary measures to remedy and mitigate the effects of the Security Incident as set forth in the Security Exhibit.

9. Audit

SpryPoint completed SOC2 Type I in 2022. SpryPoint will use external auditors to verify the adequacy of its security measures and controls for the Software and Services provided under the Agreement. The resulting audit will: (i) be performed according to AICPA SOC2 standards or such other alternative standards that are substantially equivalent to AICPA SOC2; (ii) be performed by independent third-party security professionals at SpryPoint's selection and expense; and (iii) result in the generation of a SOC 2 Type II report ("Audit Report"), which will be SpryPoint's Confidential Information. The Audit Report can be made available to Client upon written request no more than annually subject to the confidentiality obligations of the Agreement or a mutually agreed non-disclosure agreement covering the Audit Report. For the avoidance of doubt, each Audit Report will only discuss Software and Services in existence at the time the Audit Report was issued.

Client agrees that, to the extent applicable, SpryPoint's then-current SOC 2 audit reports will be used to satisfy any audit or inspection requests by or on behalf of Client. In the event that Client, a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the Covered Service, SpryPoint will (i) make available to Client on request all information necessary to demonstrate compliance with this DPE, and (ii) allow for and contribute to audits, including inspections, by an auditor mandated by Client in relation to the Processing of the Personal Information/ Personal Data by SpryPoint.

10. Return and Deletion of Client Data and Personal Data

Upon written request by Client made prior to or upon any expiration or termination of this Agreement, SpryPoint will make Client Data available to Client through the Service solely to allow Client to retrieve Client Data for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). After such Retrieval Period,



SpryPoint will have no obligation to maintain or provide any Client Data and shall thereafter, unless legally prohibited, delete all Client Data by deleting Client's Tenant. provided, however, that SpryPoint will not be required to remove copies of the Client Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases SpryPoint will continue to protect the Client Data in accordance with this Agreement. Client Data will be made available in a SpryPoint-supported format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on SpryPoint by Law. Additionally, during the Term of the Agreement, Clients may extract Client Data using SpryPoint's standard web services. Upon termination of the Covered Service, SpryPoint shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

11. General Provisions

- 11.1. **Client Affiliates.** Client is responsible for coordinating all communication with SpryPoint on behalf of its Affiliates with regard to this DPE. Client represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.
- 11.2. **Termination.** The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from SpryPoint's systems.
- 11.3. **Conflict.** This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.
- 11.4. **Client Affiliate Enforcement.** Client's Affiliates may enforce the terms of this DPE directly against SpryPoint, subject to the following provisions:
 - 11.4.1. Client will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against SpryPoint on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and
 - 11.4.2. for the purpose of any Affiliate Claim brought directly against SpryPoint by Client on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Client.



- 11.5. **Remedies.** Client's remedies (including those of its Affiliates) with respect to any breach by SpryPoint or its Affiliates of the terms of this DPE and the overall aggregate liability of SpryPoint and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement (the "**Liability Cap**"). For the avoidance of doubt, the parties intend and agree that the overall aggregate liability of SpryPoint and its Affiliates arising out of, or in connection with the Agreement (including this DPE) shall in no event exceed the Liability Cap.
- 11.6. **Miscellaneous.** The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.



EXECUTIVE SUMMARY
5/1/2025

AGENDA SUBJECT:

Acceptance of Infrastructure Improvements associated with Subdivision Case PICP-23-0086 Bar W Ranch West Phase 9 for public streets, drainage, water, wastewater and streetlights.

BACKGROUND:

Approximately \$1.96 million in required public infrastructure for streets, drainage, water, wastewater and streetlights for Bar W Ranch West Phase 9, a 56.70-acre, 80-lot residential subdivision, has been installed, inspected, and is substantially completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two-year (2) term maintenance bond.

The maintenance bond will commence the two-year (2) term upon City Council acceptance, as anticipated, on May 1, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through May 1, 2027. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the maintenance bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Emily Truman, P.E., CFM, PMP, City Engineer

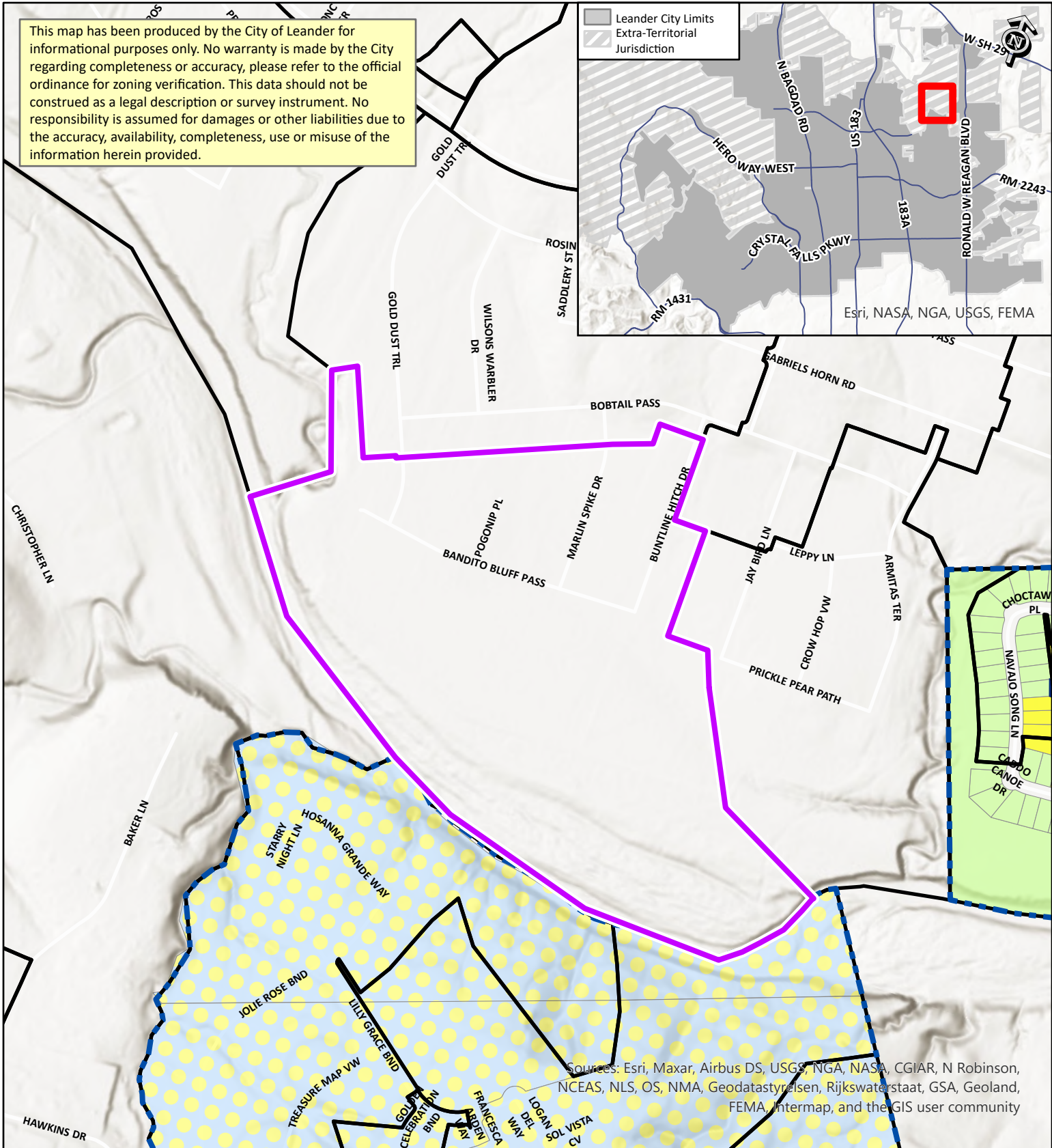
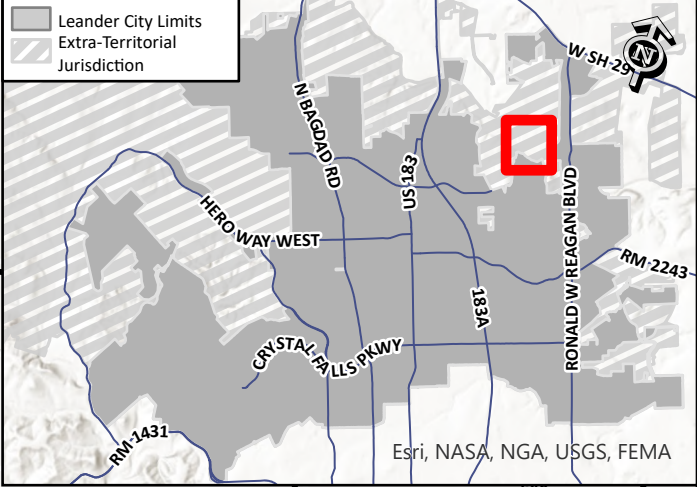
Fiscal Impact

Attachments:

1. Bar W W Ph 9 Acceptance Documents

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

Leander City Limits
Extra-Territorial
Jurisdiction



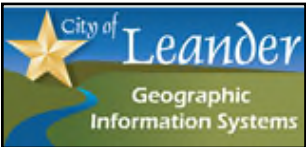
Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

SUBDIVISION ACCEPTANCE

Bar W Ranch Ph 9 - PICP-23-0086

Accepted Subdivision

City Limits



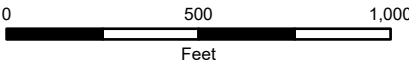
RESIDENTIAL

SFU - Single-Family Urban

SFC - Single-Family Compact

PUD LAND USE

PUD - Single-Family



February 10, 2025

Ben Winter
D.R. Horton
10700 Pecan Park Blvd., Ste. 400
Austin, Texas 78750

Re: Bar W Ranch West Phase 9

INSPECTION COMPLETED – NO VIOLATIONS

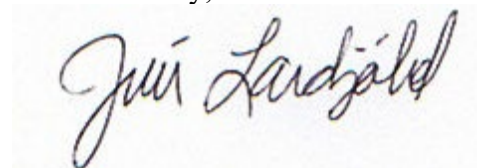
Dear Ben:

This report presents the findings of the on-site inspection for the Bar W Ranch West Phase 9 Project in Leander, Texas for compliance with the Texas Accessibility Standards (TAS) Rule 68.102 and the Public Right-of-Way Accessibility Guidelines (PROWAG). This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on February 4, 2025.

All of the pedestrian elements in the public right-of-way were found to be in compliance with TAS Rule 68.102 and the Public Right-of-Way Accessibility Guidelines. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

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

Sincerely,

A handwritten signature in black ink, reading 'Jesús Lardizábal'.

Jesús Lardizábal, RAS #1051
President

Engineer's Concurrence for Project Acceptance

Project: Bar W Ranch West Phase 9 Date: 03/12/2025

City of Leander Issued Permit Number: PICP-23-0086

Owner's Name & Address

Adib Khoury, D.R. Horton
10700 Pecan Park Blvd. Ste. 400
Austin, Texas 78750

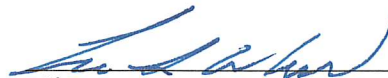
Consultant Engineer's Name & Address

Carlson, Brigance, & Doering, Inc.
5501 W. William Cannon Drive
Austin, Texas 78749

On this date, I, the undersigned Professional Engineer in the State of Texas, or my representative, have made a visual inspection of the above referenced project. No discrepancies from the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are in substantial compliance with the approved construction plans and all City, State, and Federal requirements, including the City of Leander Subdivision Ordinance and Composite Zoning Ordinance.

If applicable, for closeout of public improvement construction project (PICP) permits, I additionally certify that all project closeout procedures with other governmental entities have been completed and finalized with each entity prior to submittal of my concurrence letter to the City of Leander.




Signature

Lee A. Whited, P.E.

Typed Name

Carlson, Brigance & Doering, Inc.

Engineering Firm Name

F3791

Registered Engineering Firm Number

(SEAL)

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

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

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent, **Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company** first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con su (title) al (telephone number).

Usted puede llamar al numero de telefono gratis de **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** para informacion o para someter una queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company**:

**Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840**

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, **Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company** primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

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

DUAL OBLIGEE RIDER

To be attached to and form a part of contract bond number 460078C dated January 28, 2025
issued by Westfield Insurance Company Insurance Company on behalf of JL Gray Construction, Inc. as Principal and
in favor of City of Leander as Obligee.

The Maintenance Bond aforesaid shall be amended to add as additional Obligee, the name of
Williamson County.

PROVIDED FURTHER, that this rider shall not become effective until accepted by JL Gray Construction
as evidenced by the signature below.

The Attached Bond shall be subject to all of its terms, conditions and limitations except as herein
modified. Provided, further that the Principal and Surety shall not be liable to all Obligees in the
aggregated in excess of the penal sum of *See Below [\$ 187,172.84]
*One Hundred Eighty-Seven Thousand One Hundred Seventy-Two and 84/100

Signed, sealed and dated on this 28th day of January, 2025.

ACCEPTED:

JL Gray Construction, Inc.
Contractor

By: [Signature]

Name: Seth Jewell

Title: Vice President

Westfield Insurance Company
Insurance Company

By: [Signature]

Name: Jack Nottingham

Title: Attorney-in-Fact



Mark Braun
Braun Construction LLC
4520 Spicewood Springs Rd, Suite 100
Austin, TX 78759

March 1, 2025

Reference: Bar W Ranch West, Ph. 9 & 11
Liberty Hill, Texas
Engineer's Concurrence Letter

Mark,

This letter is to inform you that Harris Engineering Group has observed representative portions of the subject retaining wall construction, as performed by Braun Construction, and find the work to be in substantial compliance with the project plans as prepared by Harris Engineering Group, LLC dated 8-26-24.

Should you have any questions, please feel free to call.

Sincerely,



Steve Harris, P.E.



MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JL Gray Construction, Inc.
as Principal, whose address is 410 Fannin Avenue, Round Rock, TX 78664 and
Westfield Insurance Company a Corporation organized under the
laws of the State of Ohio, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of One Hundred Eighty-Seven Thousand One Hundred Seventy-Two and 84/100 Dollars
(\$ 187,172.84) to which payment will and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has constructed Bar W Ranch West Phase 9 Street,
Drainage, Water, and Wastewater Improvements (PICP-23-0086) (the
“improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Oblige may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 28th day of January, 2025.

JL Gray Construction, Inc.

Principal

By: 

Title: VICE PRESIDENT

Address: 410 Fannin Avenue

Round Rock, TX 78664

Westfield Insurance Company

Surety

By: 

Title: Jack Nottingham, Attorney-in-Fact

Address: 2255 Ridge Road, Ste. 333

Rockwall, TX 75087

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

Jack Nottingham 2255 Ridge Road, Ste. 333, Rockwall, TX 75087

(Seal)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/10/24, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4220012 14

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
TONY FIERRO, JOHNNY MOSS, JAY JORDAN, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JAROD JAGGERS, CALEB HALE, RYAN COX, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit**, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **10th** day of **OCTOBER** A.D., 2024 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

[Signature]

By: **Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio
County of Medina ss.:

On this **10th** day of **OCTOBER** A.D., 2024 , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:

[Signature]

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **28th** day of **January** A.D., 2025 .



[Signature]
Frank A. Carrino, Secretary



Carlson, Brigrance & Doering, Inc.

Civil Engineering ❖ Surveying

December 23, 2024

City of Leander- Engineering
201 N. Brushy Street
Leander, Texas 78641

**RE: Bar W Ranch West Phase 9 Street, Drainage, Water, and Wastewater Improvements
PICP-23-0086**

Final Plat Legal Name as Recorded:

Bar W Ranch West Phase 9

Name on Approved Construction Documents:

Bar W Ranch West Phase 9 Street, Drainage, Water, and
Wastewater Improvements

Name on Bank Bond for Fiscal Posting:

N/A

COST CATAGORIES	AMOUNT	INSPECTION AMOUNT
STREETS (w/ Erosion Control)	\$ 838,052.65	\$ 838,052.65
DRAINAGE	\$ 256,661.00	\$ 256,661.00
WASTEWATER	\$ 236,101.75	\$ 236,101.75
WATER	\$ 449,763.00	\$ 449,763.00
STREETLIGHTS	\$ 91,150.00	\$ 91,150.00
LANDSCAPE IMPROVEMENTS	\$ 84,000.00	\$ 84,000.00
TOTAL	\$ 1,955,728.40	\$ 1,955,728.40

Total Improvements = **\$1,955,728.40**

Maintenance Bond (10% of total, minus landscaping) = **\$187,172.84**

Total inspection Improvements =

\$1,955,728.40

Inspection Fees (3.5% of total improvements) =

\$68,450.49

Currently Paid Inspection Fees =

\$74,750.14

Remaining Insp. Fees to be Paid =

(\$6,299.65)

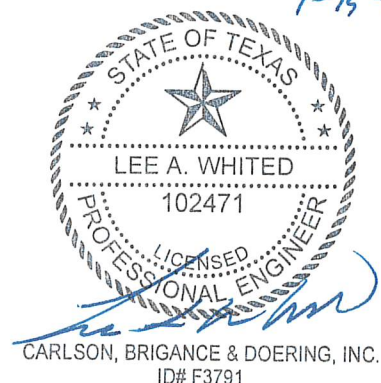
Please call if you have any questions.

Sincerely,

Lee A. Whited, P.E.

Carlson, Brigrance, & Doering, Inc.

Email: lee@cbdeng.com



CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Bar W Ph 9

On receipt by the undersigned of a check from DR Horton in the sum of \$113,634.32 payable to JL Gray Construction Inc, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of DR Horton located at Bar W Ph 9 to the following extent: Bar W Ph 9.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to DR Horton as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer either has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Signature: _____

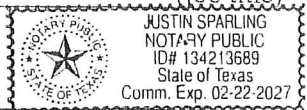
Date: 12/17/24

Company Name: JL Gray Construction Inc

By (w/title): Seth Jewell, VP

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 17 day of December, 2024,
By Seth Jewell (name), VP (job title),
of JL Gray Construction Inc (company name),


NOTARY PUBLIC, STATE OF TEXAS

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

STATE OF TEXAS
COUNTY OF Williamson

Date: 03/13/15

Developer: DR Horton

Contractor/Material
Provider ("Affiant"): JL Gray Construction, Inc.

Project: Bar W Phase 9

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 13 day of March, 2015.

Initialed: ST

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____

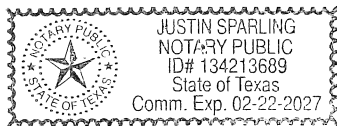
STATE OF TEXAS

COUNTY OF Williamson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of March 2015.

[S E A L]



Notary in and for the State of Texas

Name: _____

My commission expires: 02-22-27

Initialed: SJ



EXECUTIVE SUMMARY
5/1/2025

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding Zoning Case Z-24-0151 to amend the current zoning of SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) on one (1) parcel of land 10.01 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R318556; and more commonly known as 551 Private Road 920, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the zoning process. The applicant has submitted a request to change the designated zoning district of their property in order to develop a single-family residential subdivision on intermediate suburban standard sized lots. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in the Neighborhood Residential area of the Future Land Use Map as identified by the Comprehensive Plan.

The property will have access to Raider Way, which is a Collector roadway planned to extend north to RM 2243 and eventually terminating at San Gabriel Parkway. This proposal is in compliance with Resolution No. 22-031-00 which was adopted by City Council in October 2022 to limit consideration of zoning requests that seek to add residential lots. The Resolution does prioritize large lot/low-density residential development such as Single Family Rural (SFR), Single Family Estates (SFE) and Single Family Suburban (SFS).

The initial public notice included the Type 3 site component. This site component allows for larger accessory structures associated with the houses. The applicant has worked with staff to ensure compatibility with the surrounding neighborhoods and is requesting to amend the zoning request from the Type 3 Site Component and Type B Architectural Component to Type 2 and Type A which are more restrictive and provide for greater consistency with the adjacent subdivisions.

GENERAL INFORMATION:

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

Proposed Zoning: SFS-2-A (Single-Family Suburban)

Size and Location: The property is located at 551 Private Road 920, including approximately 10.01 acres.

Surrounding Area: This property is located on the east side of Raider Way at the intersection of Torre Street. The property is located between the Stewart Crossing and Marbella Subdivisions.

PROPOSED ZONING DISTRICT:

USE COMPONENT

SFS – SINGLE FAMILY SUBURBAN:

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

Intent: Development of single-family detached dwellings on intermediate suburban standard-sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to

maintain and protect the City's single-family residences and neighborhoods in areas with intermediate lot sizes.

SITE COMPONENT

TYPE 2:

Features:

Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 100% of units with an enclosed garage parking space.

Intent:

1. The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
2. Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE A:

Features: Five (5) or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Encourage a variety of market-driven housing types.
- Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

Applicable Future Land Use categories

NEIGHBORHOOD RESIDENTIAL

The Neighborhood Residential land use category is intended to be developed primarily as new single-family detached residential subdivisions with associated amenities, such as parks, trails, open space areas, and

elementary schools. These areas are intended to have a mix of suburban and auto-oriented development character which are primarily found in the form of detached residential lots. Architectural styles, building height and massing are relatively uniform in this type of land use. Most streets are considered to be local and low-volume with curb and gutter, sidewalks, consistent speeds and highly accessible driveways. Strategically located parks are essential and in some cases a school or other institutional use is integrated or in close proximity.

Some neighborhood-serving retail and office uses are permitted in these areas with highly-restrictive use, site and design requirements. These type of uses are residential in scale and architectural design and are walkable in nature, though auto-serving. These uses are not shown on the Future Land Use Map as commercial and are supported when integrated into a development with appropriate site and zoning compatibility considerations.

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent is required to reach out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' is also required to be contacted.

A neighborhood meeting was held at 6:30 p.m. on January 15, 2025, at Wiley Middle School, including the Marbella and Stewart Crossing neighborhoods. Below is a list of comments/concerns that were discussed during the meeting:

- The main concerns were the extension of Raider Way from Crystal Falls Parkway to RM 2243 and traffic.
- Marbella residents raised concerns regarding the drainage of their subdivision.

While it is important to note that any determined traffic or drainage concerns will be addressed should this development proceed, no changes were made to this zoning request to address the above-discussed issues.

Please see the full report from the applicant attached as Attachment 8.

HISTORY/TIMELINE:

01/17/2013 - Annexation
03/13/2025 – Planning & Zoning, 1st Public Hearing
04/17/2025 – City Council, 2nd Public Hearing

APPLICANT/AGENT:

Capital A Housing (Eyad Kasemi) on behalf of Ron M. Davis

RECOMMENDATION:

As part of the evaluation of this request, the City Council has the following options:

1. Approve the requested zoning of SFS-2-A (Single-Family Suburban);
2. Deny the requested zoning of SFS-2-A (Single-Family Suburban); or
3. Approve an alternative request that may include a more restrictive site component (Type 1 or 2).

Staff recommends Option 1 listed above – Approve the requested zoning of SFS-2-A (Single-Family Suburban). Staff made this recommendation based on the surrounding residential land uses and the future land use plan from the Comprehensive Plan.

During the meeting March 13, 2025, the Planning & Zoning Commission recommended approval. The Marbella Neighborhood indicated that they may be formally submitting a petition to the City Secretary's Office. If this

petition is submitted within 72 hours of the meeting and confirmed that at least 20% of the property owners are in opposition within two-hundred (200') feet of the request, then a supermajority vote by the City Council will be required to approve the request.

The City Council unanimously approved the zoning case during the April 17, 2025 meeting.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Fiscal Impact

Attachments:

1. Z-24-0151 - Att 1 Letter of Intent - Oasis Subdivision
2. Z-24-0151 - Att 2 Current Zoning - Oasis Subdivision
3. Z-24-0151 - Att 3 Future Land Use - Oasis Subdivision
4. Z-24-0151 - Att 4 Public Notification - Oasis Subdivision
5. Z-24-0151 - Att 5 Proposed Zoning - Oasis Subdivision
6. Z-24-0151 - Att 6 Aerial Map - Oasis Subdivision
7. Z-24-0151 - Att 7 Utilities Map - Oasis Subdivision
8. Z-24-0151 - Att 8 Neighborhood Outreach - Oasis Subdivision
9. Z-24-0151 - Att 9 Ordinance - Oasis Subdivision
10. Z-24-0151 - Att 10 P&Z M Minutes

November 18, 2024

City of Leander Development Services Department
201 N Brushy Street
Leander, Texas 78641

Re: **Letter of Intent for Rezoning Application**
551 Private Road 920
Leander, Texas 78641

To Whom it May Concern,

We are submitting a Rezoning Application package for the Oasis Subdivision project located at 551 Private Road 920, Leander, Texas 78641 in congruence with the City of Leander.

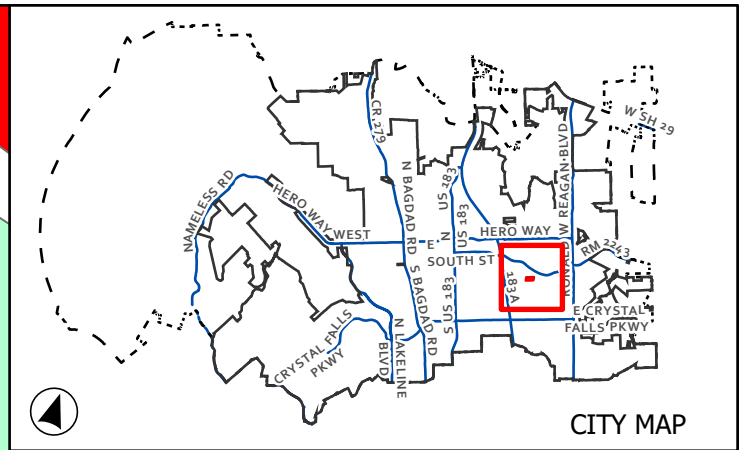
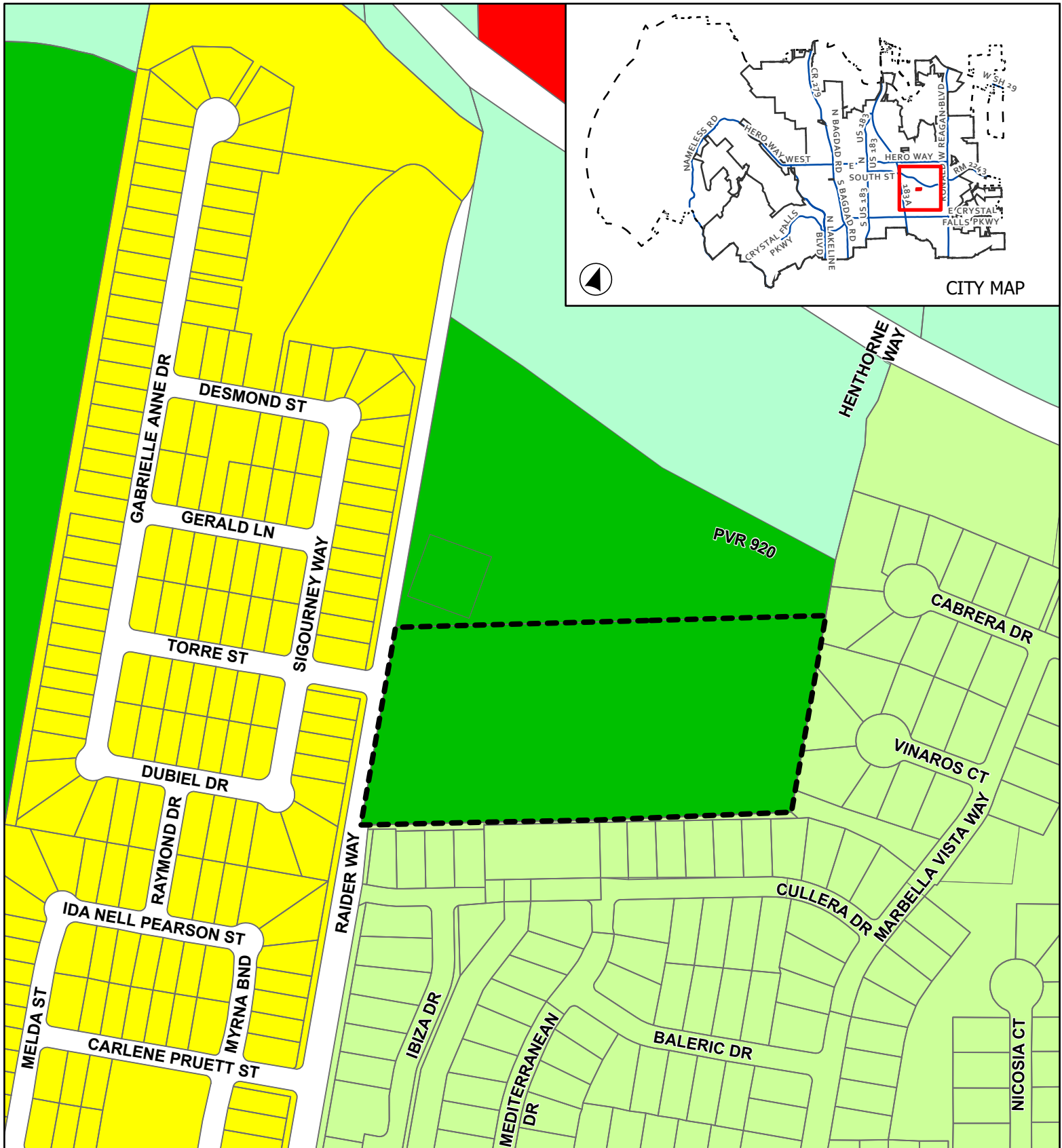
The 10.01-acre site is zoned SFR-1-B (Single Family Rural) on WCAD Parcel R318556 and is currently developed with a residential single-family building and associated gravel driveway. We are proposing to rezone the site to SFS-3-B (Single Family Suburban) in order to subdivide the site into thirty (30) single family lots. No construction elements are proposed with this Rezoning Application.

The property is located within the Turkey Creek watershed and is located within the Edwards Aquifer Contributing Zone. No portion of the site is within the FEMA 100-year floodplain.

If you have any questions or require additional information, please contact me at eyad@capitalahousing.com.

Sincerely,

Eyad Kasemi
Principal



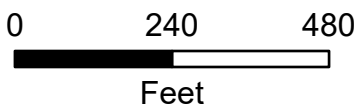
CASE: Z-24-0151

ATTACHMENT 2

OASIS SUBDIVISION

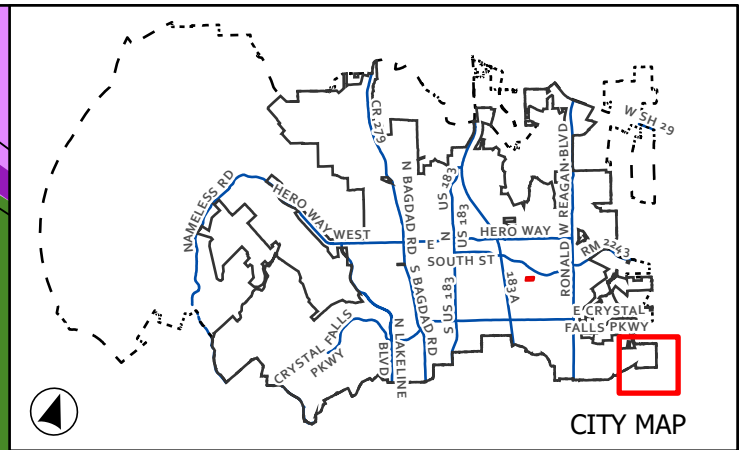
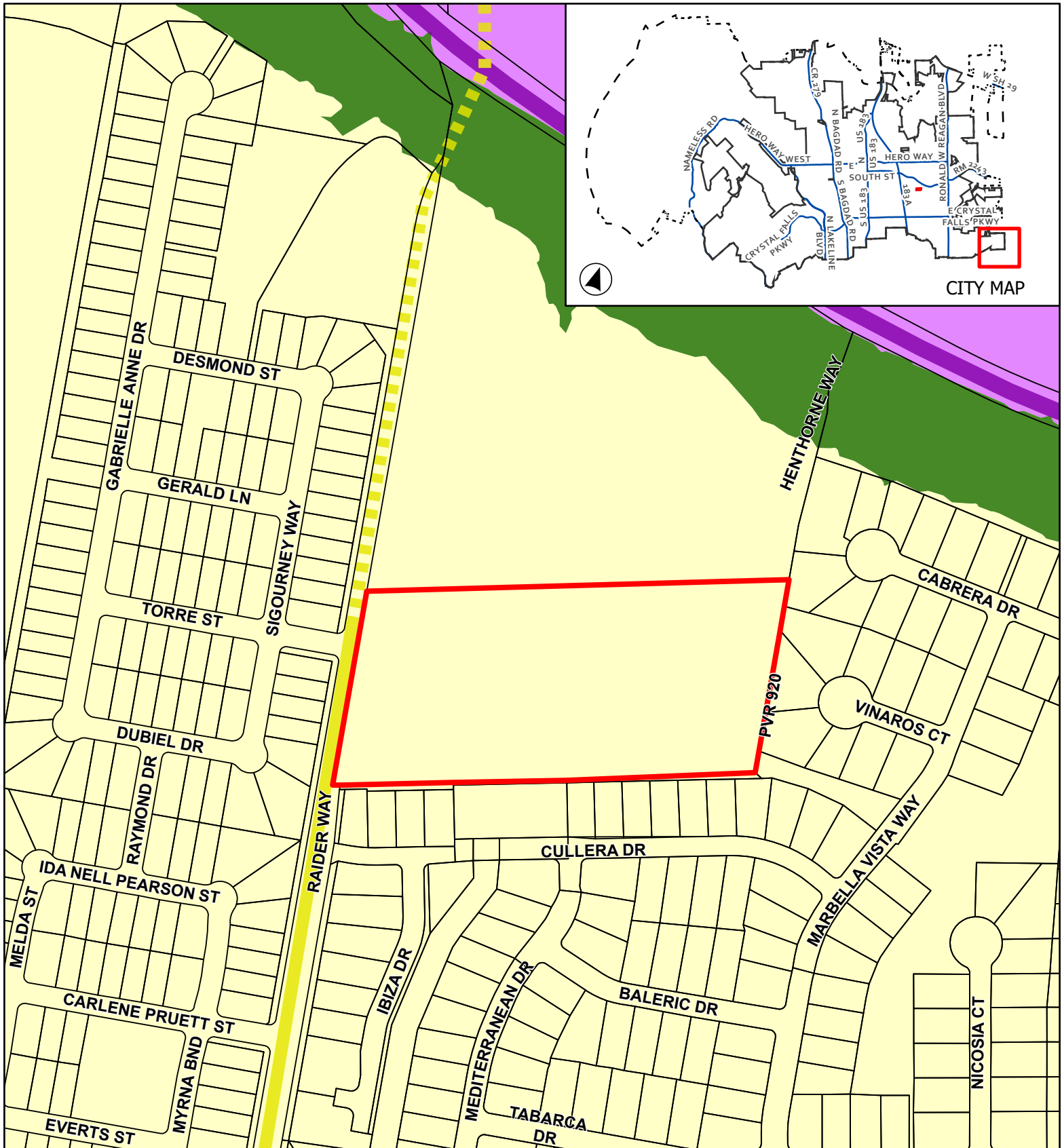
Current Zoning

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



City Limits
 ETJ
 Subject Boundary
Current Zoning
 SFR - Single-Family Rural

SFS - Single-Family Suburban
 SFU - Single-Family Urban
 SFC - Single-Family Compact
 GC - General Commercial



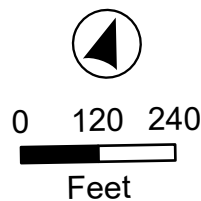
CASE: Z-24-0151

ATTACHMENT 3

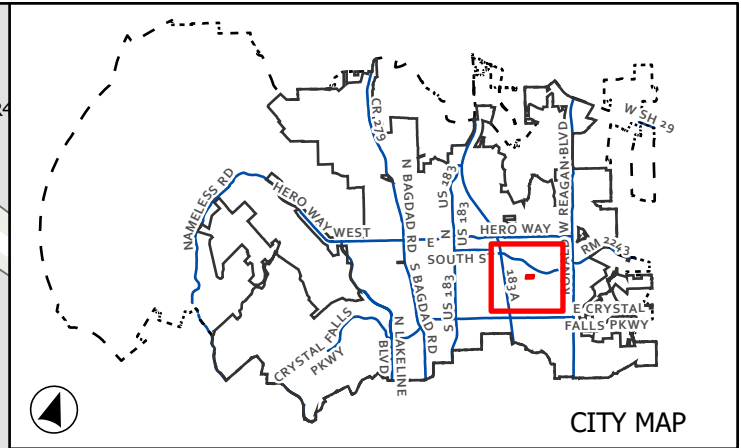
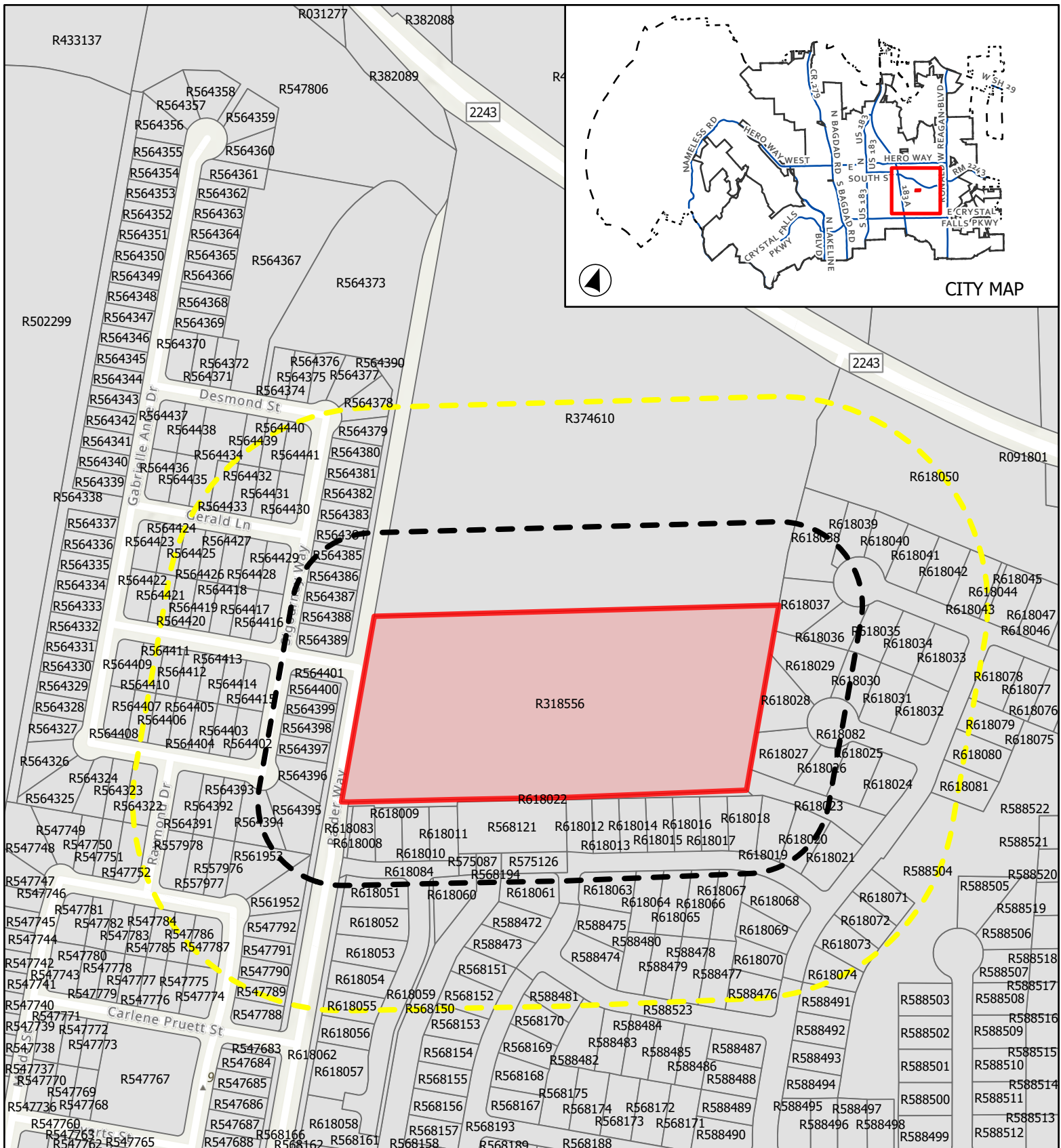
OASIS SUBDIVISION

Future Land Use Map

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- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Arterial 4 Lane, Existing
- Collector, Existing
- Collector, Proposed
- Neighborhood Residential
- Employment Center
- Greenway



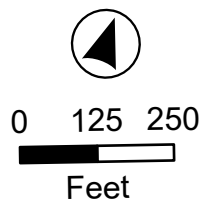
CASE: Z-24-0151

ATTACHMENT 4

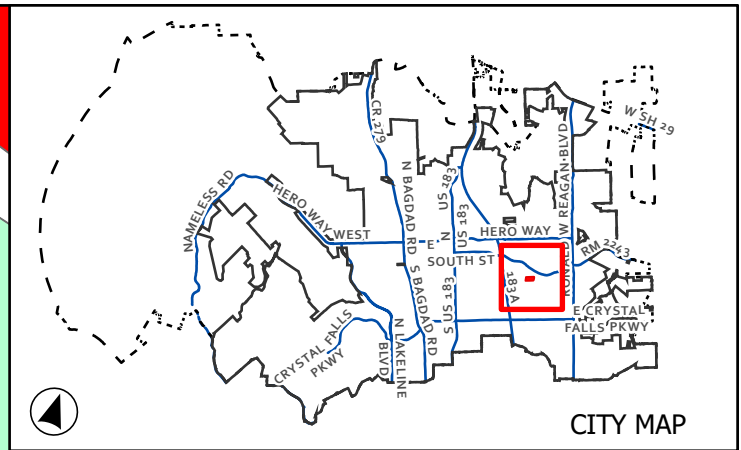
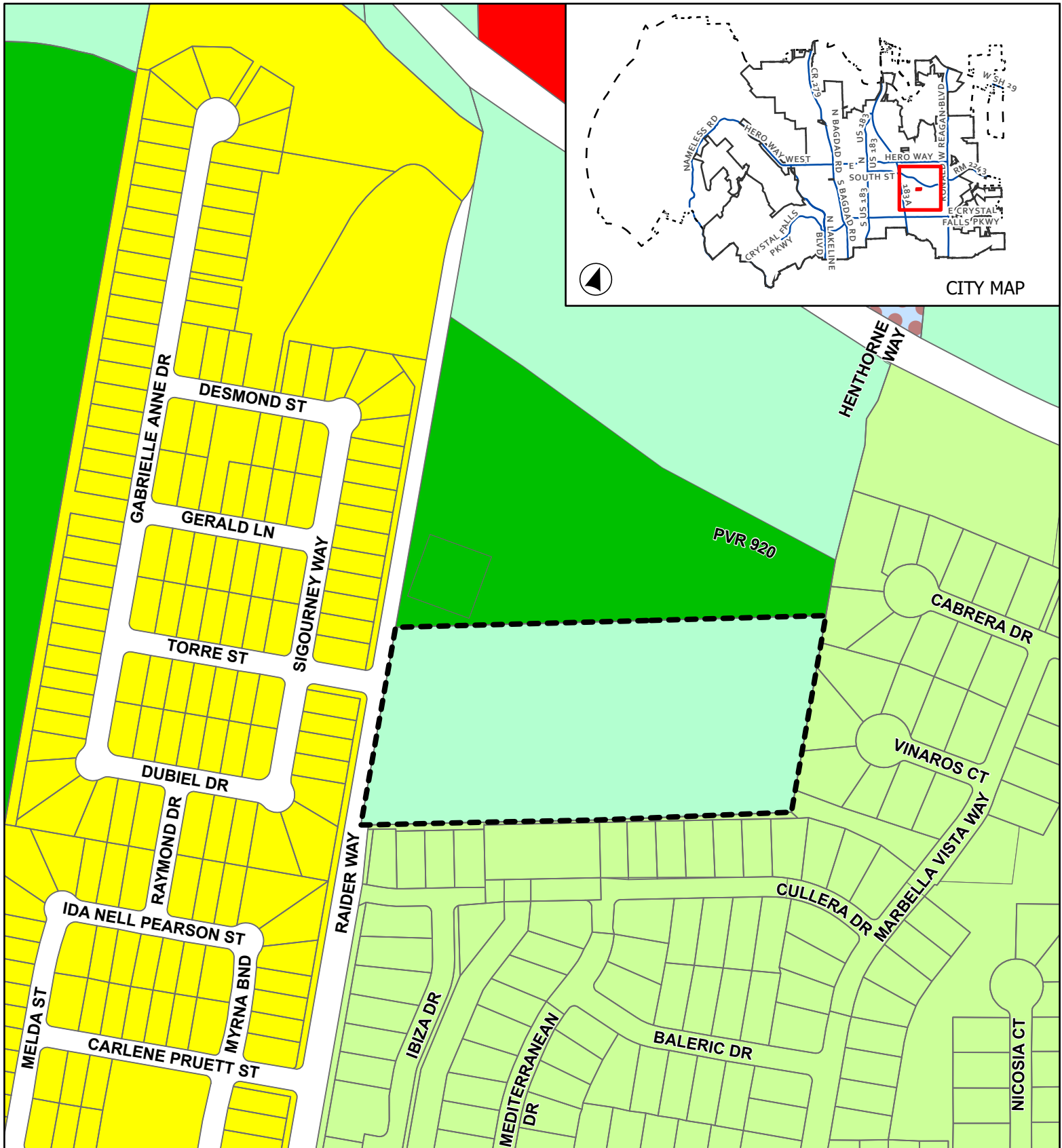
OASIS SUBDIVISION

Public Notification

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- City Limits
- ETJ
- Subject Boundary
- Notification Buffer**
 - 200'
 - 500'



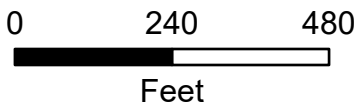
CASE: Z-24-0151

ATTACHMENT 5

OASIS SUBDIVISION

Proposed Zoning

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City Limits
 ETJ
 Subject Boundary
Proposed Zoning
 SFR - Single-Family Rural

SFS - Single-Family Suburban
 SFU - Single-Family Urban
 SFC - Single-Family Compact
 GC - General Commercial
 PUD - Local Commercial



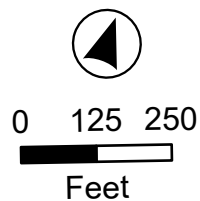
CASE: Z-24-0151

ATTACHMENT 6

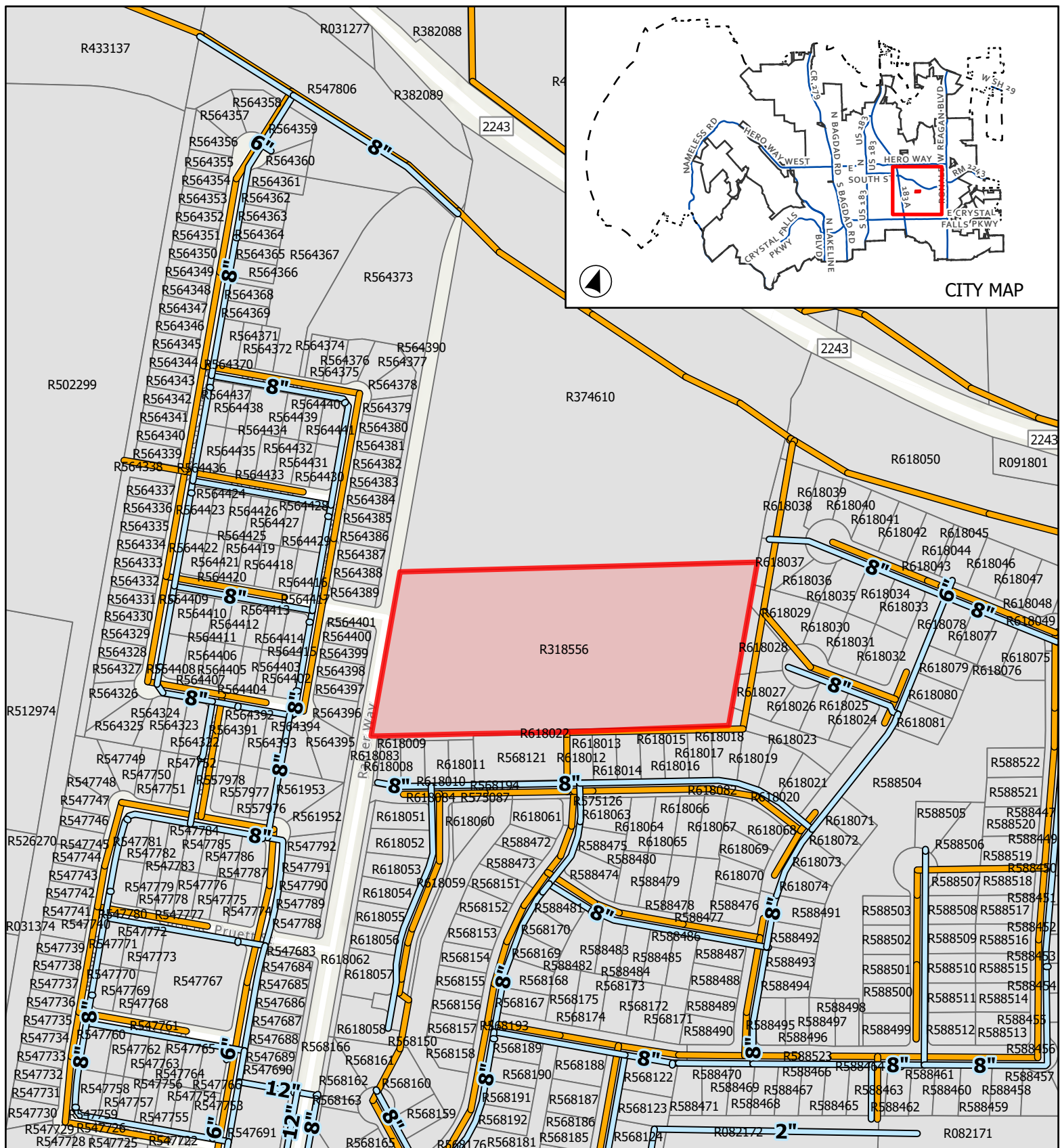
OASIS SUBDIVISION

Aerial Map

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



- Leander City Limits
- Subject Boundary



CASE: Z-24-0151

ATTACHMENT 7

OASIS SUBDIVISION

Utilities Map

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0 140 280

Feet

-  City Limits
 ETJ
 Subject Boundary
 Waste Water Line
 Water Main Line

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

1. How and when were the surrounding neighborhood and residential property owners within 500' notified, how was information shared, and who was directly involved in the communication process? Please provide the address of the properties notified and the name and contact information of the residents directly involved in the communication process. Attach any materials that were distributed.

The Marbella Subdivision Neighborhood (east of the subject property) and the Stewart Subdivision Neighborhood (west of the subject property) have been notified through their HOA management teams.

Christian Alyson White a board member of Stewart Subdivision - 605 Gabrielle Anne Dr, Leander, TX 78641

Anita Chumnanvech a board member of Marbella Subdivision - 708 Palamos Dr, Leander, TX 78641

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

Goodwin & Company - the HOA management company for Marbella Subdivision and Realmanage - the HOA management company for Stewart Crossing Subdivision were notified. The board member Christian Alyson White coordinated meeting with the residents of the both subdivisions on the a social plat form on Wednesday January 15th, 2025 at 6:30. Robin Griffin the Executive Director of Development Services with of Leander attended this meeting. In addition to the meeting, a letter of intent was sent to all the residents within 500 feet of the property. See attached letter

3. What concerns were raised during these communications?

The main concerns were the extension of Raider Way from Crystal Falls Pkwy to RM 2243 and Traffic. Marbella residents raised a concern regarding the drainage of their subdivision

4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

N/A

The above information is deemed to be true to the best of my knowledge.

Signature: Eyad Kasemi Date 02/25/2025

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING ONE (1) PARCEL OF LAND FROM SFR-1-B (SINGLE-FAMILY RURAL) TO SFS-2-A (SINGLE-FAMILY SUBURBAN) MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, after giving at least ten (10) days written notice to the owners of land within two hundred (200') feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

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

SECTION 2. Amendment of Zoning Ordinance. Ordinance No. 05-018-00, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 10.01 acres $\pm$; being more particularly described in Exhibit "A"; generally located east of the intersection of Raider Way and Torre Street, Leander; identified by Williamson Central Appraisal District tax identification number R318556; more particularly described in Instrument Number 1998044661; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) as shown in Exhibit "A".

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

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

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

PASSED AND APPROVED on First Reading this the 17th day of April, 2025.

FINALLY PASSED AND APPROVED on this the 1st day of May, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, March 13, 2025
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – Joseph Morales
Place 3 – Vacant
Place 4 – Tara LeDay**

**Place 5 – James Oliver, Chair
Place 6 – Laura Lantrip
Place 7 – Scott Calame, Vice-Chair
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the March 6, 2025 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda items 6-9.

By: Board Member Calame

Seconded: Board Member Morales

Vote: 6 - 0 None

6. Approval of the minutes for meeting held on February 27, 2025.
7. Approval of the extension of the application expiration for Site Development Case SD-23-0089 Republic Trails Retail Center; more particularly described by Williamson Central Appraisal District Parcel R663709, commonly known as 15513 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Site Development Case SD-23-0150 Shady Brew Garden; more particularly described by Williamson Central Appraisal District Parcel R036035, commonly known as 303 W. Broade Street, Leander, Williamson County, Texas.
9. Approval of the extension of the application expiration for Site Development Case SD-23-0155 Bagdad Blueline; more particularly described by Williamson Central Appraisal District Parcels R305597, R305598, R305599, and R498660, commonly known as 3004 S. Bagdad Road, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing regarding Ordinance Case OR-25-0028 to amend the Subdivision Ordinance to update the criteria for Short Form Final Plats and update the application extension process, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-25-0028 as described above.

Public Hearing opened at 6:03 p.m.; Public Hearing closed at 6:03 p.m.

No one wished to speak in favor or opposition of the request.

Motion to approve the Ordinance OR-25-0028.

By: Board Member Lantrip

Seconded: Board Member Mahan

Vote: 6 - 0 None

11. Conduct a Public Hearing regarding Zoning Case Z-24-0151 to amend the current zoning of SFR-1-B (Single-Family Rural) to SFS-2-A (Single-Family Suburban) on one (1) parcel of land 10.01 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R318556; and more commonly known as 551 Private Road 920, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0151 as described above.

Public Hearing opened at 6:07 p.m.; Public Hearing closed at 6:29 p.m., following discussion.

Submitted via the website in opposition of the request; see attached.

Submitted via the website and spoke in person in favor of the request:
Donna Beard, 525 Gabrielle Anne Dr., Leander, TX 78641.

Spoke in opposition of the request:

Anita Chumnanvech, 708 Palamos Dr., Leander, TX 78641

Christopher Cleveland, 1925 Cabrera Dr., Leander, TX 78641

Daniel Reed, 1929 Cabrera Dr., Leander, TX 78641

Venkat Potinent, 1805 Cabrera Dr., Leander, TX 78641

Matthew Ludlum, 6614 Corpus Christi, Austin, TX 78729

Ashwini Chitti, 1005 Almeria Bend, Leander, TX 78641

Ashwani Meenakshi, 812 Marbella Vista Way, Leander, TX 78641

Shanmugam Murali, 1908 Vinaros Ct., Leander, TX 78641

Motion to approve Zoning case Z-24-0151.

By: Board Member Calame
Seconded: Board Member Lantrip

Vote: 6 - 0 None

REGULAR AGENDA

12. Adjournment
Meeting adjourned at 6:47 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY 5/1/2025

AGENDA SUBJECT:

Conduct a Public Hearing regarding Ordinance Case OR-25-0031 amending Chapter 3 Building Regulations, Section 3.01.001 Building Codes for the purpose of adopting the 2021 Series of International Codes and selected Appendices with Local Amendments, adopting the 2023 National Electrical Code; and amending Code Of Ordinances Chapter 5 Fire And Emergency Management, Article 5.01 Fire Code for the purpose of adopting the 2021 Fire Code and selected Appendices with Local Amendments.

- Discuss and consider action regarding Ordinance Case OR-25-0031 as described above.

BACKGROUND:

The International Code Council (ICC) is an organization that develops International Codes and standards to serve as models for adoption by local governments. The ICC also provides services including certifications for staff, review, and accreditation. These codes establish minimum requirements for buildings to protect public health, safety, and welfare. The codes apply to all types of buildings and structures, and covers a wide range of issues such as structural, egress, sanitation, life safety, energy conservation, lighting, ventilation, and accessibility. Cities adopt these codes in order to establish consistent standards for development and provide a framework for design.

The City adopted the 2015 Series of International Codes, the 2014 National Electrical Code, and the 2021 International Plumbing Code Table 403.1 and Section 403.2 in 2016 with an update in 2023. Staff is proposing that the City adopts the 2021 Series International Codes and selected Appendices with Local Amendments, the 2023 National Electrical Code; and the 2021 Fire Code and selected Appendices with Local Amendments. Over time, the ICC provides updated standards that incorporate new improvements to enhance public safety, building performance, and cost-effective construction practices.

The adoption of the updated standards will bring the City up to the same standards as surrounding municipalities. This update will provide consistent code standards that will help the development community successfully develop within the city.

CODE SERIES FOR ADOPTION

- 2021 International Building Code and local amendments (Excluding appendices “H”, “L,” “M,” and “P”).
- 2021 International Plumbing Code and local amendments.
- 2021 International Mechanical Code and local amendments.
- 2021 International Fuel Gas Code and local amendments.
- 2023 National Electrical Code and local amendments.
- 2021 International Residential Code and local amendments (Excluding appendices “AD,” “AF,” “AI,” “AL,” “AM,” “AO,” and “AQ” – “AX”).

- 2021 Existing Building Code and local amendments.
- 2021 Property Maintenance Code and local amendments.
- 2021 International Energy Conservation Code and local amendments.
- 2021 International Swimming Pool and Spa Code

In addition to the adoption of the updated code standards, this amendment also includes the following changes:

1. Irrigation Systems
 - a. Remove the Y type strainer requirement. The TCEQ requirements have been updated to remove this requirement. This strainer collects sediment overtime and has been known to clog and cause impurities to back up into the water system.
2. Promotional Sign Package
 - a. Updated the timeframe for Promotional Sign Package from four (4) times a year to eight (8) times a year.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

As part of the evaluation of this request, the City Council has the following options:

1. Approve the requested code updates effective July 1, 2025;
2. Deny the requested code updates; or
3. Approve the requested code updates with amendments:
 - a. Amendments could include changes to local amendments or the effective date.

Staff recommends Option 1 listed above – Approve the requested code updates effective July 1, 2025. Staff made this recommendation based on the availability of updated codes and changes in development. Staff conducted a Developer Forum to share proposed updates and local amendments on February 12, 2025, and did not receive any additional comments from the Development Community.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Fiscal Impact

Attachments:

1. OR-25-0031 Att 1 Building Code Amendments Redline
2. OR-25-0031 Att 2 Fire Code Amendments Redline
3. OR-25-0031 Att 3 Ordinance

CHAPTER 3 BUILDING REGULATIONS

ARTICLE 3.03. TECHNICAL AND CONSTRUCTION CODES AND STANDARDS

DIVISION 1. GENERALLY

Sec. 3.03.001. Schedule of adopted codes; general amendments.

- (a) *Codes adopted.* The international codes listed in the following codes schedule are adopted and of which not less than one copy has been and is now filed in the office of the city secretary. In the event a conflict is deemed to exist between said code as adopted and the other provisions of this article, the latter provisions shall be construed as controlling and taking priority over the former. Any codes referenced therein are not adopted hereby unless specifically adopted. The following codes are hereby adopted and incorporated as fully as if set out at length in this article, and the provisions of such code shall be controlling on all premises, including but not limited to, all buildings thereon, within the corporate limits of the city.
- (1) ~~2015~~2021 International Building Code and local amendments.
~~(A) — Section 2902.2 from the 2021 International Building Code (IBC).~~
~~(A) (2) — Excluding appendices “H”, “L,” “M,” and “P”.~~
 - (2) 2021 International Plumbing Code and local amendments.
~~(A) — Section 403.2 International Plumbing Code (IPC).~~
 - (3) ~~2015~~2021 International Mechanical Code and local amendments.
 - (4) ~~2015~~2021 International Fuel Gas Code and local amendments.
 - (5) ~~2014~~2023 National Electrical Code and local amendments.
 - (6) ~~2015~~2021 International Residential Code and local amendments.
~~(A) Excluding appendices “AD,” “AF,” “AI,” “AL,” “AM,” “AO,” and “AQ” – “AX.”~~
 - (7) ~~2015~~2021 Existing Building Code and local amendments.
 - (8) ~~2015~~2021 Property Maintenance Code and local amendments.
 - (9) ~~2015~~2021 International Energy Conservation Code and local amendments. ~~(10) — Table 1004.1.2 regarding maximum floor area per occupant.~~
~~(10) —~~
~~(10) (11) — Table 1004.5 maximum floor area allowances per occupant.~~2021 International Swimming Pool and Spa Code
~~(A) To the extent any provision of the 2021 International Swimming Pool and Spa Code conflicts with a state law or a regulation on pool operation and management, water quality, safety standards unrelated to design and construction, signage or enclosures, the State law or regulation controls.~~
- (b) *General amendments.* General amendments applicable to all of the codes are as follows:

(1) The fee schedule as adopted by the city supersedes any fees notated in the codes.

~~(2) The building official shall authorize refunding of fees as follows:~~

~~(A) Not more than 70 percent of the permit fee paid when no work has been done under a permit in accordance with these codes.~~

~~(B) Not more than 30 percent of the plan review fee paid when a permit application is withdrawn or canceled before any plan review effort has been expended.~~

~~(3)~~(2) Any person who shall continue any work after having been served with a stop-work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be in violation of this Code. Violations of this Code shall constitute a misdemeanor offense in accordance with section 1.01.009 of this Code of Ordinances and shall be punishable by a fine not to exceed \$2,000.00.

Secs. 3.03.002—3.03.030. Reserved.

DIVISION 2. BUILDING CODE, RESIDENTIAL CODE AND EXISTING BUILDING CODE

Sec. 3.03.031. Building code adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Building Code, 2015~~2021~~ edition, including all appendix chapters, published by the International Code Council, is hereby adopted as the building code of the city establishing the minimum regulations governing the additions and maintenance of all property, buildings and structures not otherwise governed by section 3.03.033 herein; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures; and each and all of the regulations, provisions, conditions and terms of such International Building Code, 2015~~2021~~ edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this division.

Sec. 3.03.032. Building code amendments.

The International Building Code is amended as follows:

(1) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the City of Leander, Texas.

(2) Section 10~~39~~9-6 - No schedule needed.

~~(3) Appendix C - Group U (agricultural buildings) and Appendix J (grading) are adopted by ordinance.~~

(3) ~~(4)~~All reference to insulation or thermo-ply, for use as a draft stop or fire stop is deleted. The use of these materials as a draft stop or fire stop is prohibited.

~~(5) Reserved.~~

(4) ~~(6)~~Guard rails are required for any wall greater than 48 inches in height, retaining or otherwise, with a walkable surface to the wall. Slopes greater than 3:1 are not considered to be walkable. A temporary guard rail may be required to be maintained during construction.

Sec. 3.03.033. Residential code adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Residential Code for One- and Two-Family Dwellings, 2015~~2021~~ edition, including

all appendix chapters, published by the International Code Council, is hereby adopted as the residential building code of the city regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and townhouses in the city; providing for the issuance of permits and collection of fees; and each and all of the regulations, provisions, conditions and terms of such International Residential Code for One- and Two-Family Dwellings, ~~2015~~2021 edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this division.

Sec. 3.03.034. Residential code amendments.

- (1) The International Residential Code for One- and Two-Family Dwellings is amended as follows:
 - (A) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the City of Leander, Texas.
 - ~~(2) (2) Appendix C (Exit Terminals for Direct Vent appliances), Appendix E Manufactured Housing, Appendix G (Swimming Pools, Hot Tubs and Spas) and Appendix O (Gray Water Recycling Systems) are adopted by ordinance.~~
 - ~~(3) Section R105. Permits.~~
 - ~~(4)~~(2) Table R301.2(1). Design Criteria.
 - (A) Ground snow load - 0 to 5.
 - (B) Wind design - 115 miles per hour (no special topographical effect).
 - (C) Seismic design category - A.
 - (D) Weathering - Negligible.
 - (E) Frost line depth - less than 6 inches.
 - (F) Termites - Moderate.
 - (G) Winter design temperature - 32 degrees.
 - (H) Summer design temperature - 90 degrees - Hot and Humid environment.
 - (I) Flood Hazard - Current FEMA maps J. Mean Annual Temperature - 70 degrees.
 - (J) Rainfall - 4.25 inches per hour, 100 year.
 - ~~(5)~~(3) Section R311.1. Means of Egress.
 - (A) 311.1(a) Front door shall be a minimum of 36 inches wide and 78 inches tall.
 - (B) Window seats may count as the finished floor height only where a window sill cannot feasibly be below 44" for egress, due to first floor encroachment below the window.
 - ~~(6)~~(4) Section P2904 is deleted. Refer to section 3.03.041 of the Code of Ordinances.
 - ~~(7)~~(5) Section P3114 - The building official may approved the use of air admittance valves as a vent of last resort.
 - ~~(8)~~(6) Part VIII Electrical is deleted in its entirety. Electrical systems shall be installed under the ~~2014~~2023 National Electrical Code and local amendments.

Sec. 3.03.036. Existing building code adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Existing Building Code, ~~2015~~2021 edition, including all appendix chapters, published by the International Code Council, is hereby adopted as a building code of the city regulating and controlling the requirements for improving and upgrading existing buildings in the city to conserve resources and building history while achieving appropriate levels of safety; providing for the issuance of permits and collection of fees; and each and all of the regulations, provisions, conditions and terms of such International Existing Building Code, ~~2015~~2021 edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this division.

Sec. 3.03.042. Swimming pool enclosures.

~~(a) No outdoor swimming pool shall be constructed or structurally altered without an enclosure device of at least four feet in height which completely surrounds such swimming pool. Such enclosure device shall not contain any opening which would permit the passage of a sphere six inches or more in diameter. Each gate or door opening through such enclosure device shall be equipped with a self-closing latch that keeps the gate or door securely closed at all times when not actually used; provided, however, that the door of any building which forms a part of the enclosure device need not be so equipped. Swimming Pool Enclosures must meet the following standards:~~

- ~~(1) The height of the pool yard enclosure must be at least 48 inches as measured from the ground on the side away from the pool.~~
- ~~(2) Openings under the pool yard enclosure may not allow a sphere four inches in diameter to pass under the pool yard enclosure.~~
- ~~(3) If the pool yard enclosure is constructed with horizontal and vertical members and the distance between the tops of the horizontal members is at least 45 inches, the openings may not allow a sphere four inches in diameter to pass through the enclosure.~~
- ~~(4) If the pool yard enclosure is constructed with horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the openings may not allow a sphere 1-3/4 inches in diameter to pass through the enclosure.~~
- ~~(5) The use of chain link fencing materials is prohibited entirely for a new pool yard enclosure that is constructed after January 1, 1994. The use of diagonal fencing members that are lower than 49 inches above the ground is prohibited for a new pool yard enclosure that is constructed after January 1, 1994.~~
- ~~(6) Decorative designs or cutouts on or in the pool yard enclosure may not contain any openings greater than 1-3/4 inches in any direction.~~
- ~~(7) Indentations or protrusions in a solid pool yard enclosure without any openings may not be greater than normal construction tolerances and tooled masonry joints on the side away from the pool.~~
- ~~(8) Permanent equipment or structures may not be constructed or placed in a manner that makes them readily available for climbing over the pool yard enclosure.~~
- ~~(9) The wall of a building may be part of the pool yard enclosure only if the doors and windows in the wall comply with Sections 757.006 and 757.007 of the Texas Health and Safety Code.~~
- ~~(10) The owner of a multiunit rental complex with a pool or a property owners association that owns, controls, or maintains a pool is not required to:~~
 - ~~(A) build a pool yard enclosure at specified locations or distances from the pool other than distances for minimum walkways around the pool; or~~
 - ~~(B) conform secondary pool yard enclosures, located inside or outside the primary pool yard enclosure, to the requirements of this chapter.~~

State law reference~~(s)~~—Swimming pool enclosures, V.T.C.A., Local Government Code § 214.101 et seq.; pool yard enclosure for multiunit rental complex, property owners' association, etc., V.T.C.A., Health and Safety Code ch. 757.

DIVISION 3. PLUMBING

Part I. In General

Sec. 3.03.102. Plumbing inspector.

- (a) *Position created.* There is hereby created the position of plumbing inspector, who shall be employed by the city.
- ~~(b)~~ *Qualifications.* The plumbing inspector shall ~~have experience in plumbing to be licensed under the extent that enables him to know when plumbing is installed correctly. Texas State Board of Plumbing Examiners.~~
- ~~(b)(c)~~ *Conflicts of interest.* The plumbing inspector shall not be directly connected in any way with any person directly or indirectly engaged in the business of plumbing or with plumbing suppliers.
- ~~(c)(d)~~ *Duties.* The plumbing inspector shall:

- (1) Enforce all provisions of this division, and such inspector is hereby granted the authority to enter all buildings within or without the corporate limits of the city when such buildings are connected, or are to be connected, to the municipal water and/or sewers.
- (2) Prepare or cause to be prepared suitable forms for applications, permits, inspection reports and other such materials.
- (3) Inspect and test all plumbing work for compliance with this division and its adopted plumbing code, and enforce changing of such installations that do not meet the requirements. It further shall be his duty to see that all persons installing or altering plumbing shall be qualified by state law.

State law reference(s)—Authority to appoint plumbing inspector, V.T.C.A., Local Government Code § 214.011.

Part II. Plumbing Code

Sec. 3.03.131. Adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Plumbing Code, ~~2015~~2021 edition, published by the International Code Council, is hereby adopted as the code of the city for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems in the city; providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, condition and terms of such International Plumbing Code, ~~2015~~2021 edition published by the International Code Council, on file in the office of the city secretary, are hereby referred to, adopted and made a part of this section as if fully set out in this division.

Sec. 3.03.132. Amendments.

(a) The International Plumbing Code is amended as follows:

- (1) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the city.
- (2) Section 1096.6.2. Fee schedule: Refer to appendix A, fee schedule
- ~~(3) Section 106.6.3. The building official shall authorize the refunding of fees as follows:~~
 - ~~(A) Not more than 70 percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code.~~
 - ~~(B) Not more than 30 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.~~
 - ~~(C) Section 108.4. Offenses under this Code, including penalties and notice, shall be in compliance with article 3.01 of the Code of Ordinances.~~
 - ~~(D) Section 108.5. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$200.00 or more than \$2,000.00.~~
 - ~~(E) Section 305.6.1. The sewer depth shall be a minimum of 6 inches below grade.~~
 - ~~(F) Section 904.1. Plumbing vents shall terminate a minimum of 6 inches above the roof.~~
 - ~~(G) Section 917. The building official may approve the use of air admittance valves as a vent of last resort.~~
 - ~~(A) Appendix B (Rates of Rainfall) and Appendix C (Gray Water Recycling) are adopted by ordinance.~~
- (3) P2503.5.1 Rough plumbing - Shall be amended to add the following to the existing text: When weather conditions make it impractical to test tightness of joints in a drainage system using a water test, the system may be tested with air at a pressure between 3 and 5 psig for a period of no less than 10 minutes. Test gauge type shall be Grade/Class 1A diaphragm. In all other instances, testing shall be per section P2503. Air testing shall only be permitted on piping systems utilizing materials that are rated for

pressures consistent with these testing requirements or otherwise expressly permitted by the manufacturer.

Secs. 3.03.133—3.03.180. Reserved.

DIVISION 4. PRIVATE SEWAGE DISPOSAL CODE

Sec. 3.03.181. Adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Private Sewage Disposal Code, ~~2003~~2017 edition, published by the International Code Council, is hereby adopted as the code of the city for regulating the design, installation, and inspection of private sewage disposal systems in the city, and providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, conditions and terms of such International Private Sewage Disposal Code, ~~2003~~2017 edition, published by the International Code Council, on file in the office of the city secretary, are hereby referred to, adopted and made a part of this section as if fully set out in this division. (2003 Code, sec. 3.502(c))

Part II. Electrical Codes

Sec. 3.03.271. National electrical code adopted.

There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction, alteration, removal and maintenance of electrical wiring and apparatus, including permits and penalties, that certain electrical code known as the National Electrical Code of the National Fire Protection Association, being particularly the ~~2014~~2023 edition of the National Electrical Code and the whole thereof, save and except such portions as are hereafter deleted, modified or amended, of which no less than one copy has been and now is filed in the office of the city secretary. Such code is hereby adopted and incorporated as fully as if set out at length in this section, and the provisions of such code shall be controlling in the construction, alteration, maintenance or removal of all electrical wiring and apparatus within the corporate limits of the city. (Ordinance 16-047-00, sec. 11, adopted 4/21/16)

Sec. 3.03.272. Amendments to national electrical code.

The National Electrical Code is amended as follows:

(1) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the city.

(2) ~~Section 404.2. Section 106.5.2.~~ Fee schedule: Refer to appendix A, fee schedule.

~~(3)—Reserved.~~

~~(4)—Reserved.~~

~~(5)—Reserved.~~

~~(6)~~(3) Concrete encased electrodes in section 250-52 is the preferred grounding method in rocky soils with the city limits.

~~(7)~~(4) Smoke detectors are required in media rooms without windows or egress to the exterior.

Sec. 3.03.273. International electrical code adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Electrical Code, ~~2003~~2023 edition, published by the International Code Council, is hereby adopted as the code of the city for regulating the design, construction, installation, alteration, repairs, relocation, replacement, addition to, quality of materials, location, operation, use or maintenance of electrical systems and equipment in the city, and providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, conditions and terms of such International Electric Code, ~~2003~~2023 edition, published by the International Code Council, on file in the office of the city secretary, are hereby referred to, adopted and made a part of this section as if fully set out in this division.
(2003 Code, sec. 3.703(c))

DIVISION 6. MECHANICAL CODE

Sec. 3.03.351. Adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Mechanical Code, ~~2015~~2021 edition, published by the International Code Council, is hereby adopted as the mechanical code of the city for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances in the city; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Mechanical Code, ~~2015~~2021 edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this article.

Sec. 3.03.352. Amendments.

The International Mechanical Code is amended as follows:

- (1) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the City of Leander, Texas.
 - (2) Section 10~~96.5.2~~, Fee schedule. ~~Refer to Ordinance No. 02-020-00, as currently amended [appendix A of the Code of Ordinances].~~
 - ~~(3) Section 106.5.3. The building official shall authorize the refunding of fees as follows:~~
 - ~~(A) Not more than 70 percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code.~~
 - ~~(B) Not more than 30 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.~~
 - ~~(4)~~(3) Section ~~115~~108.4. Offenses under this Code, including penalties and notice, shall be in compliance with article 1 herein [article 3.01 of the Code of Ordinances].
 - ~~(5)~~(4) Section ~~115~~08.5. Any person who shall continue any work in or about the structure after having been served with a stop-work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$200.00 or more than \$2,000.00.
 - ~~(6)~~(5) Water sensors in A/C pans in lieu of secondary drain line not allowed, unless no other method is feasible.
 - ~~(7)~~(6) Semi rigid piping for the fireplace fresh air intake is required. Piping is to be UL 181 Listed material.
 - ~~(8)~~(7) Pull down ladders are required for attic access if the equipment is in the attic, and the ceiling height is greater than 8 feet from finished floor.
-

DIVISION 7. FUEL GAS CODE

Sec. 3.03.401. Adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Fuel Gas Code, ~~2015~~2021 edition, published by the International Code Council, is hereby adopted as the fuel gas code of the city for the control of building and structures as provided; and each and all of the regulations, provisions, conditions and terms of such International Fuel Gas Code, ~~2015~~2021 edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this division.

DIVISION 8. ENERGY CONSERVATION CODE

Sec. 3.03.451. Adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Energy Conservation Code, ~~2015~~2021 edition, published by the International Code Council, is hereby adopted as the energy code of the city for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of the building envelope, mechanical lighting and power systems of the city and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, conditions and terms of such International Energy Conservation Code, ~~2015~~ 2021 edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this division.

Sec. 3.03.452. Amendments.

(a) The International Energy Conservation Code is amended as follows:

- (1) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the City of Leander, Texas.
- (2) Section ~~106.5~~104.2- Fee schedule, ~~refer to Ordinance No. 02-020-00, as currently amended [appendix A of the Code of Ordinances].~~
 - ~~(3) Section 106.5.3. The building official shall authorize the refunding of fees as follows:~~
 - ~~(C) Not more than 70 percent of the permit fee paid when no work has been done under a permit issued in accordance with this Code.~~
 - ~~(D) Not more than 30 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.~~
- ~~(4)~~(3) Section ~~108.115~~4. Offenses under this Code, including penalties and notice, shall be in compliance with article 1 herein [article 3.01 of the Code of Ordinances].
- ~~(5)~~(4) Section ~~108.5~~115.5. Any person who shall continue any work in or about the structure after having been served with a stop-work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$200.00 or more than \$2,000.00.

DIVISION 9. PROPERTY MAINTENANCE CODE

Sec. 3.03.501. Adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Property Maintenance Code, ~~2015~~2021 edition, published by the International Code Council, is hereby adopted as the property maintenance code of the city for the control of building and

structures as provided; and each and all of the regulations, provisions, conditions and terms of such International Property Maintenance Code, ~~2015~~2021 edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this division.

Sec. 3.03.502. Amendments.

The International Property Maintenance Code is amended as follows:

Insert:

[A] 101.1 Title. These regulations shall be known as the International Property Maintenance Code of the CITY OF LEANDER, TEXAS, Hereafter referred to as "this code".

Amend:

[A] 102.3 Purpose. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the ordinances and codes as adopted by the City of Leander. Nothing in the Code shall be construed to cancel, modify or set aside any provision of the City of Leander Subdivisions or Zoning Ordinances.

Delete:

103 Code Compliance Agency. Delete this section in its entirety.

Delete:

104 Fees. Delete this section in its entirety.

Amend:

[A] 105.7 Liability. The code official, member of the board of adjustment, or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

Amend:

[A] 107.1 General. The In order to hear and decide appeals of orders, decisions or determinations made by the code official relative to the application and interpretation of this code, the board of adjustments of the City shall serve and act as the board of appeals under this Code, as adopted by ordinance.

Delete:

[A] 107.2 Limitations of authority. Delete this section in its entirety.

Delete:

107.3 Qualifications. Delete this section in its entirety.

Delete:

107.4 Administration. Delete this section in its entirety.

Delete:

108 Board of Appeals. Delete this section in its entirety.

Amend:

[A]109.4 Violation penalties. Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by the City of Leander ordinances, state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

ADD:

301.4, Unlawful Structures. It is an offense for an owner, owner's representative, occupant or person with care, custody or control of property to erect, alter or maintain an unlawful structure, as described in subsection 111.1.4 of this ordinance, upon said property.

ADD:

301.5, Workmanship. It is an offense for an owner, owner's representative, occupant or person with care, custody or control of property to make repairs, maintenance work, alterations or installations that are not performed in a workmanlike manner and installed in accordance with the manufacturer's instructions and intended uses.

Amend:

302.4 Exterior Property Maintenance. Premises and exterior property shall be maintained free from weeds or plant growth in excess of the current limits established by the City of Leander Ordinances. The following conditions shall constitute public health and safety hazards:

- It is an offense for an owner, owner's representative, occupant or person with care, custody or control of property to fail to maintain the exterior property as follows:
- Noxious weeds shall be prohibited, as defined by the City of Leander Ordinance Article 6.06. Weeds shall be defined all rank and uncultivated vegetable growth or matter which is liable to become an unwholesome or decaying mass or breeding place for flies, mosquitoes or vermin; however, this term shall not include cultivated flowers and gardens.
- Dead or dying trees that adversely affect public health and safety shall be removed.
- Damaged trees that adversely affect public health and safety shall be trimmed to eliminate public health or safety concerns.
- Diseased or insect-infested trees, shrubs or other vegetation that adversely affect public health and safety shall be removed.
- Exterior property areas and landscaping shall be maintained to minimize property damage and eliminate public safety hazards.
- Trees, shrubs and all other vegetation shall be maintained to allow a vertical clearance of at least seven (7) feet above sidewalk surface and fourteen (14) feet above roadway pavement.
- Trees, shrubs, boulders or other objects located along roadways shall be maintained one (1) foot back from the paved edge and so as to allow a vertical clearance of at least fourteen (14) feet.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 108.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

Amend:

304.14 Insect screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

Amend:

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than **65°F (18°C)** in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.

Amend:

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

Amend:

111.1 Unsafe conditions. When a structure or condition is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, as defined by the City of Leander Code of Ordinances Article 3.04, such structure(s) or condition shall be subject to the provision in this article for inspection, abatement, and penalties.

Amend:

[F] 704.5 Fire department connection. Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such signs shall be subject to the approval of the fire code official.

ARTICLE 3.08. SIGNS

DIVISION 2. TEMPORARY SIGNS

Sec. 3.08.014. - Promotional event package.

- (a) *General.* A promotion event sign package is a sign package that includes temporary signage used to advertise a specific event. This sign package allows for the use of all temporary sign types with the addition of swooper flags, human signs, and bandit signs.

- (b) *Location.* The signage shall be restricted to a private property and is not permitted in the right-of-way.
- (c) *Time restriction.* The time frame for a promotional event package is two weeks, ~~four~~ eight times per calendar year. The periods may be combined.
- (d) *Permit required.* A permit is required for a promotional event package. Each individual sign is not required to have a separate permit.

ARTICLE 3.09. IRRIGATION SYSTEMS

Sec. 3.09.005. Backflow prevention methods and devices.

- (a) Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the state commission on environmental quality (TCEQ). The backflow prevention device must be approved by the American Society of Sanitary Engineers; or the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California; or the Uniform Plumbing Code; or any other laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies. The backflow prevention device must be installed in accordance with the laboratory approval standards or, if the approval does not include specific installation information, the manufacturer's current published recommendations.
- (b) If conditions that present a health hazard exist, including injection of chemicals in the irrigation system, one of the following methods must be used to prevent backflow:
 - (1) An air gap may be used if:
 - (A) There is an unobstructed physical separation; and
 - (B) The distance from the lowest point of the water supply outlet to the flood rim of the fixture or assembly into which the outlet discharges is at least one inch or twice the diameter of the water supply outlet, whichever is greater.
 - (2) Reduced pressure principle backflow prevention assemblies may be used if:
 - (A) The device is installed at a minimum of 12 inches above ground in a location that will ensure that the assembly will not be submerged; and
 - (B) Drainage is provided for any water that may be discharged through the assembly relief valve.
 - (3) Pressure vacuum breakers may be used if:
 - (A) No backpressure condition will occur; and
 - (B) The device is installed at a minimum of 12 inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler.
 - (4) Atmospheric vacuum breakers may be used if:
 - (A) No backpressure will be present;
 - (B) There are no shut-off valves downstream from the atmospheric vacuum breaker;
 - (C) The device is installed at a minimum of six inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler;
 - (D) There is no continuous pressure on the supply side of the atmospheric vacuum breaker for more than 12 hours in any 24-hour period; and
 - (E) A separate atmospheric vacuum breaker is installed on the discharge side of each irrigation control valve, between the valve and all the emission devices that the valve controls.
- (c) Backflow prevention devices used in applications designated as health hazards must be tested upon installation and annually thereafter.
- (d) If there are no conditions that present a health hazard, double check valve backflow prevention assemblies may be used to prevent backflow if the device is tested upon installation and test cocks are used for testing only.
- (e) If a double check valve is installed below ground:
 - (1) Test cocks must be plugged, except when the double check valve is being tested;

-
- (2) Test cock plugs must be threaded, watertight, and made of nonferrous material;
- ~~(3) A Y type strainer is installed on the inlet side of the double check valve;~~ (3) There must be a clearance between any fill material and the bottom of the double check valve to allow space for testing and repair; and
- (4) There must be space on the side of the double check valve to test and repair the double check valve.
- (f) If an existing irrigation system without a backflow prevention assembly requires major maintenance, alteration, repair, or service, the system must be connected to the potable water supply through an approved, properly installed backflow prevention method before any major maintenance, alteration, repair, or service is performed.
- (g) If an irrigation system is connected to a potable water supply through a double check valve, pressure vacuum breaker, or reduced pressure principle backflow assembly and includes an automatic master valve on the system, the automatic master valve must be installed on the discharge side of the backflow prevention assembly.
- (h) The irrigator shall ensure the backflow prevention device is tested by a licensed backflow prevention assembly tester prior to being placed in service and the test results provided to the local water purveyor and the irrigation system's owner or owner's representative within ten business days of testing of the backflow prevention device.
- (i) In the event that the city has adopted more stringent backflow prevention methods and requirements, the more stringent regulations shall control.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ADOPTING THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE, INCLUDING APPENDICES B, C, D, E, F, G, H, I, K, AND N SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH BELOW, IS HEREBY ADOPTED AS THE FIRE CODE OF THE CITY OF LEANDER, TEXAS, REGULATING AND GOVERNING THE SAFEGUARD OF LIFE AND PROPERTY FROM FIRE AND EXPLOSION HAZARDS ARISING FROM STORAGE, HANDLING AND USE OF HAZARDOUS SUBSTANCES, MATERIALS AND DEVICES, AND FROM CONDITIONS HAZARDOUS TO LIFE AND PROPERTY IN THE OCCUPANCY OF BUILDINGS AND PREMISES IN THE CITY OF LEANDER, TEXAS PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFORE; AMENDING THE FIRE CODE OF THE CITY OF LEANDER IN ENTIRETY AND ALL OTHER ORDINANCES AND PARTS OF THE ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. One (1) copy of the 2021 International Fire Code is on file in the office of the City Secretary being marked and designated as the, *International Fire Code*, 2021 edition, including Appendices B, C, D, E, F, G, H, I, K, and N (see *International Fire Code* Section 101.2.1, 2021 edition); as published by the International Code Council, be and is hereby adopted as the Fire Code of the CITY OF LEANDER, TEXAS regulating and governing the safeguard of life and property from fire and explosion hazards arising from storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life and property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the City Secretary office of the CITY OF LEANDER, TEXAS are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance.

Section 2. That the following sections are hereby revised:

Amend:

[A] 101.1 Title. These regulations shall be known as the Fire Code of the CITY OF LEANDER, TEXAS, Hereafter referred to as "this code."

Amend:

101.2 Scope. The provisions of this Code shall supplement any and all laws relating to fire and life safety and shall apply to all persons without restriction, unless

specifically exempted. This Code establishes regulations affecting or relating to structures, processes, premises and safeguards regarding the following:

1. The hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices.
2. Conditions hazardous to life, property or public welfare in the occupancy of structures or premises.
3. Fire hazards in the structure or on the premises from occupancy or operation.
4. Matters related to the construction, extension, repair, alteration or removal of fire protection systems.
5. Conditions affecting the safety of fire fighters and emergency responders during emergency operations.

Amend:

[A] 101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

Therefore, the following appendices are adopted as part of this code:

1. **APPENDIX-B FIRE-FLOW REQUIREMENTS FOR BUILDINGS**
2. **APPENDIX-C FIRE HYDRANT LOCATIONS AND DISTRIBUTION**
3. **APPENDIX-D FIRE APPARATUS ACCESS ROADS**
4. **APPENDIX-E HAZARD CATEGORIES**
5. **APPENDIX-F HAZARD RANKING**
6. **APPENDIX-G CRYOGENIC FLUIDS-WEIGHT AND VOLUME EQUIVALENTS**
7. **APPENDIX-H HAZARDOUS MATERIALS MANAGEMENT PLAN (HMMP) AND HAZARDOUS MATERIALS INVENTORY STATEMENT (HMIS)**
8. **APPENDIX-I FIRE PROTECTION SYSTEMS—NONCOMPLIANT CONDITIONS**
9. **APPENDIX-K CONSTRUCTION REQUIREMENTS FOR EXISTING AMBULATORY CARE FACILITIES**
10. **APPENDIX-N INDOOR TRADE SHOWS AND EXHIBITIONS**

Amend:

[A] 102.1 Construction and design provision. The construction and design provisions of this code shall apply to:

1. Structures, facilities and conditions arising after the adoption of this code.
2. Existing structures, facilities and conditions not legally in existence at the time of adoption of this code.
3. Existing structures, facilities, and conditions when required in Chapter 11 **or in specific sections of this code.**
4. Existing structures, facilities and conditions that, in the opinion of the *fire code official*, constitute a distinct hazard to life or property.

Amend:

[A] **103.1 General.** The Leander Marshal's Office, under the direction of the FIRE CHIEF, is hereby created and the official in charge thereof shall be known as the fire code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Amend:

[A] **103.2 Appointment.** The Fire Chief is appointed by the City Manager in accordance with the policies and procedures of the City of Leander and in compliance with state law. The Fire Chief shall designate the fire code official.

Amend:

[A] **104.1 General.** The fire code official is hereby authorized to enforce the provisions of this code. The fire code official shall have the authority to render interpretations of this code and to adopt policies, procedures, rules, and regulations in order to clarify the application of its provisions and is authorized to develop administrative rules to supplement the requirements of this code and adopt standards referenced by this code. Such interpretations, policies, procedures, rules, and regulations shall be in compliance with the intent and purpose of this code. Such policies, procedures, rules, and regulations shall not have the effect of waiving requirements specifically provided for in this code. Should a conflict occur between this code, a referenced standard, or an administrative rule adopted by the Fire Code Official, the requirements of the administrative rule shall govern.

ADD:

[A] **104.1.1 Authority to Issue Citation.** The Fire Chief and members of the fire department assigned to enforce this code are authorized to issue municipal citations and/or summons for violations of this code or related ordinances.

ADD:

[A] **104.3.2 Photographic Documentation.** Members of the Fire Department inspecting or making such examinations shall have the right, in compliance with 104.4 of this code, to be authorized to take a reasonable number of photographs, audio, or videotapes for evidence and records for use by the agency to study hazards, scientific control for fire safety, and enforcement of adopted codes and ordinances.

ADD:

[A] **104.8.3 Third Party Plan Reviews.** The Fire Code Official may require any plans submitted to be reviewed by an outside professional engineer or appropriate specialist when, in the opinion of the code authority, there exists special technical knowledge to conduct a satisfactory review of the plans, and such special knowledge is not available among the agency staff.

Amend:

[A] 104.10 Alternative materials, design, and methods, construction, and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the fire code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the fire code official shall respond in writing, stating the reasons why the alternative was not approved.

The owner, lessee, or a representative shall apply for approval of an alternate material or method in writing, detailing the specifics of the alternate materials or methods including evidence of equivalence with the prescribed requirements of the Fire Code. If the alternative means or methods involves matters regulated by the Building Code, the alternative means or methods is also subject to the approval of the Building Official.

ADD:

104.11.4 Removal of debris and rubble after fire.

- 1. The owner or person having under his control or in his possession upon any premises in the City, any materials or substances which have been rendered useless or unmerchantable by reason of any fire on such premise, or any debris resulting from such fire, must remove such substances and debris from the premises within 48 hours after notice to do so has been served by the Fire Chief or Building Official, or designee.**
- 2. Whenever any building or other structure in the City is partially burned, the owner or the person in charge or control thereof shall, within 10-days after notice has been provided by the Fire Chief or Building Official, remove all refuse, debris, charred and partially burned lumber and material from the site. If such building or other structure is burned to such an extent that it is rendered incapable of being repaired, the owner of the property upon which structure is located, or person in charge or control thereof, shall within ten days after notice has been provided by the Fire Chief or Building Official, remove all the remaining portion of the building or structure, from the site.**
- 3. The Fire Chief may extend the 10-day period of removal of such burned or partially burned buildings when the insurance adjustment, if any, is still pending, or a plan of action is submitted and accepted by the fire code official and Building Official.**

Amend:

105.3.1 Expiration. An operational permit shall remain in effect until reissued, renewed or revoked, or for such a period of time as specified within the permit. Construction permits

are issued and administered consistent with the Building Code and associated permitting process. Unless otherwise provided in the Fire Code, permits are not transferable and any change in occupancy, operation, tenancy or ownership shall require that a new permit be issued.

Amend:

105.5 Required Operational Permits. The fire code official is authorized to issue operational permits for the operations set forth in Sections 105.5.2 through 105.5.54.

ADD:

105.5.34 Open Burning. An operational permit is required for the kindling or maintaining of trench burn operations or an open fire as allowed by Section 307 of this code or the adopted codes of ordinances. Instructions and stipulations of the permit shall be adhered to. Operational permits for recreational fires associated with events will be issued on an as-needed basis. Permits shall only be presented by, and permits issued to, the owner of the land upon which the fire is to be kindled.

Exception: Recreational fires Recreational fires as approved and allowed by city ordinance and adopted codes.

ADD:

105.5.34.1 Commercial burn permits. Commercial burn permits will be issued to the name of the company that will be responsible.

ADD:

105.5.53 Food Booths. An operational permit is required for the operation of a food booth as required by Section 320.

ADD:

105.5.54 Mobile Food Establishments. A vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily moveable (including, but not limited to, catering trucks, trailers, push carts, and roadside vendors) and used to store prepare, display, serve or sell food, as determined by the fire code official. An operational permit is required for the operation and maintenance of a mobile food establishment. For permit to operate a mobile food establishment, see section 321.

ADD:

105.6.25 Electronic access control systems. Construction permits are required to install or modify an electronic access control system, as specified in Chapter 10. A separate construction permit is required for to install or modify a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

Amend:

[A] **106.2.4 Approved documents.** *Construction documents approved by the Fire Code Official are approved with the intent that such construction documents comply in all respects with this code.* The issuance or granting approval of plans and specifications or other construction documents is not an approval of any violation of this Code or of any other ordinance of the jurisdiction. An approval presuming to give authority to violate or cancel the provisions of this Code is not valid. Review and approval by the fire department shall not relieve the applicant of the responsibility of compliance with this code. The issuance of an approval based on plans, specifications and other data shall not prevent the Fire Code Official from requiring the correction of errors in the plans, specifications or other data, or from preventing processes, building operations or uses in violation of this code or any other code of this jurisdiction.

DELETE:

107.3 Permit Evaluations. {DELETE in its entirety}

Amend:

[A] **107.4 Work commencing before permit issuance.** A person who commences any work, activity, or operation regulated by this code before obtaining the necessary permits shall be subject to a notice of violation and enforced as provided for in section 112.3 of this code. Any penalties assessed due to the enforcement under this code shall be in addition to the required permit fees.

Amend:

[A] **111.1 Board of Adjustments.** In order to hear and decide appeals of orders, decisions or determinations made by the *Fire Code Official* relative to the application and interpretation of this code, there shall be an Office of Board of Adjustments. The Board of Adjustments shall be in accordance with Sec. 3.01.014 of the City of Leander Code of Ordinances.

DELETE:

[A] **111.3 Qualifications.** {DELETE in its entirety}

Amend:

112.4 Violation Penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official or of a permit or certificate caused under the provisions of this code shall be subject to the penalties and enforcement actions as set forth in the City of Leander Code of Ordinances, and any relevant Chapters, Articles, or Sections therein.

Amend:

[A] **113.2 Issuance.** The fire code official, or the fire code official's designee, may issue a stop work order by serving notice in writing to the property owner, the owner's authorized agent, or any person(s) performing or causing the work to be performed. The stop work order shall state the reason for the order and the conditions under which the cited

work is authorized to resume. Upon issuance of the stop work order, all cited work or construction on the property shall cease immediately and shall not resume until authorized by the fire code official or their designee. The notice shall be posted on the property in a conspicuous location that is reasonably visible to anyone performing work on the site.

Amend:

[A] 113.4 Failure to Comply. Any *person* who continues any work after having been served with a stop work order, except such work as that *person* is directed to perform to remove a violation or unsafe condition, shall be liable to provisions outlined by the City of Leander Ordinances, Sec. 1.01.009 and associated Chapters, Articles and/or Sections.

ADD:

114.2.1 Removal of Occupants. A member of the Fire Department is authorized to require the removal of occupants at a location when actual occupancy load exceeds the permitted or posted occupant load. A person commits an offense if they refuse to obey an order to vacate.

ADD or Amend:

202 Definitions.

ACCESS ROADWAY. Any road(s) providing access around the perimeter of any building, to a building from a public street, or to a building or its fire department connection from a required fire hydrant.

ALL WEATHER DRIVING SURFACE. Hot mix asphaltic concrete or concrete pavement as per City of Leander Standard Specifications or other alternative roadway methods approved by the fire code official.

ANIMAL HOUSING OR CARE FACILITY. Facilities used for temporary or permanent housing of animals for the purpose of providing a service, participating in a sport, or for providing general board and care. Animal housing or care facilities do not include animal or pet care by pet owner scaring for their own animals at their owned or rented residential property, horse stables, facilities used for equestrian purposes, and these facilities do not include Group U agricultural uses for the care and feeding of the agricultural business owner's personal livestock.

[B] AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable. **This group may include, but not be limited to:**

- **Dialysis centers**
- **Procedures involving sedation**

- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

[BG] ATRIUM. A vertical space that is closed at the top, connecting two or more stories in Group I-2 and I-3 occupancies or three or more stories in all other occupancies. Stories, as used in this definition, do not include balconies within assembly groups or mezzanines that comply with Section 505 of the International Building Code.

AUTOMATIC EXTERNAL DEFIBRILLATOR (AED). A device that meets or exceeds the requirements of the Texas Health and Safety Code and applicable federal law, as amended used to automatically analyze the heart rhythm and, if it detects a problem that may respond to an electrical shock, permits a shock to be delivered to restore a normal heart rhythm.

BED AND BREAKFAST. A private residence having a limited number of sleeping rooms which are available for transient guests who have paid for accommodations.

CONSTANT SUPERVISION. For Group B Animal Housing or Care Facilities, constant supervision is defined as a facility with 24-hour on-site staff capable of responding to problems or emergencies that could impact the safety or lives of the animals being housed or cared for.

COOKING FIRE. Means an outdoor fire where fuel (wood, charcoal, natural gas or liquefied petroleum gas) is used in preparation of food prior to consumption. Fuel being burned is contained in a barbeque grill, barbeque pit, fire ring or a similar container. The process of burning wood to create coal will be considered as part of the cooking process.

[BE] DEFEND-IN-PLACE. A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

DRIVEWAY, ONE- TWO- FAMILY. A vehicular ingress or egress route that serves no more than two buildings or structures, not including accessory structures, or not more than five dwellings.

EXTENSION CORD AND FLEXIBLE CORD: Flexible cord of any length which has one male electrical connector on one end and one or more female electrical connectors on the other end.

FIRE APPARATUS ACCESS ROAD. A road that provides fire apparatus access from a fire station to a facility, building or portion thereof. This is a general term inclusive of all

other terms such as fire lane, **fire zone**, public street, private street, parking lot lane and access roadway.

FIRE LANE AND FIRE ZONE. A road, an off-street area, or other passageway developed to allow the passage of fire apparatus that is designated in accordance with adopted jurisdictional regulations and this code, that is to remain free and clear of parked or standing vehicles in order to provide access to buildings, processes, storage areas or fire appliances in case of fire or other emergency. A fire lane is not necessarily intended to be used by vehicular traffic other than fire apparatus.

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals **or standby personnel when required by the fire code official**, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

FOSTER CARE FAMILY HOME. shall mean a single independent residential occupancy that is the primary residence of the caregiver and licensed by the state to provide twenty-four (24) hour care for 6 or fewer children (including those related to the caregiver) up to the age of eighteen (18) years.

HIGH-PILED COMBUSTIBLE STORAGE. Storage of combustible materials in closely packed piles or combustible materials on pallets, in racks or on shelves where the top of storage is greater than 12 feet (3658 mm) in height. Where required by the fire code official, high-piled combustible storage also includes certain high-hazard commodities, such as rubber tires, Group A plastics, flammable liquids, idle pallets and similar commodities, where the top of storage is greater than 6 feet (1829 mm) in height.

Any building classified as a group S Occupancy or Speculative (shell) Building exceeding 5,000 sq. ft. that has a clear height more than 14 feet (4267 mm), making it possible to be used for storage more than 12 feet (3658 mm), shall be considered to be high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and other required life safety features shall be installed as for Class IV commodities, to the maximum pile height.

KEY BOX AND KNOX® BOX. A secure device with a lock operable only by a fire department master key and containing building entry keys and other keys that may be required for access in an emergency.

MAINTENANCE AGREEMENT. A contractual agreement between a building owner and a licensed or registered firm to perform general maintenance work to life safety or fire protection or detection systems including, but not limited to, upgrades to an existing system that do not include modification to the existing system configuration and repair of fault conditions. Such an agreement may include provisions for testing and inspection in accordance with appropriate standards.

MOBILE FOOD ESTABLISHMENT. For the purposes of this code's enforcement and considering existing definitions within the City of Leander Code of Ordinances, a "Mobile Food Establishment" is any operation involving heat-producing equipment utilized for the cooking, frying, or warming of food products intended for consumption. Such operations shall occur from a motorized vehicle, towable trailer, watercraft, or any similar conveyance.

MONITORING AGREEMENT. A contractual agreement between a building owner and a licensed or registered firm to provide monitoring service when required. Such service shall include either remote or central service.

[BG] GROUP B, BUSINESS. Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following:

Airport traffic control towers

Ambulatory care facilities

Animal Housing or Care Facilities, including shelters, breeding, grooming, daycare, hospitals, kennels and pounds

**The balance of the remaining list is unchanged*

SELF-SERVICE STORAGE FACILITY. Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

STANDBY PERSONNEL. Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the city adopted fees.

UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- **Replacing one single board or fire alarm control unit component with a newer model**
- **Installing a new fire alarm control unit in addition to or in place of an existing one**
- **Conversion from a horn system to an emergency voice/alarm communication system**
- **Conversion from a conventional system to one that utilizes addressable or analog devices** The following are not considered an upgrade or replacement:
- **Firmware updates**
- **Software updates**
- **Replacing boards of the same model with chips utilizing the same or newer firmware**

ADD:

302.1 Definitions.

Automatic External Defibrillator (AED)

ADD:

304.2.1 Land Clearing. Combustible waste piles shall be stored in accordance with local adopted codes of ordinances. Vegetation clearance requirements shall be in accordance local adopted Subdivision Ordinance and applicable codes.

ADD:

304.2.2 Temporary Storage of piles. Individual waste piles shall not exceed 10 feet (3048 mm) in height or 1,000 cubic feet (29 m³) in volume. Piles shall not be stored longer than a period exceeding 30 days, or as otherwise restricted by the adopted code of ordinances.

Exception: Piles are being stored in accordance with an *approved* local agreement or similar instrument.

Amend:

307.1.1 Prohibited Open Burning. *Open burning* shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous. **It shall be unlawful for any person within the city limits, in anyway, to intentionally, knowingly or carelessly burn or cause to be burned any combustibles, including but not limited to grass, weeds, timber, rubbish, leaves, or other natural or synthetic materials, garbage, trash, rubbish, litter, solid waste, hazardous waste or any such like substances on any street, alley, lot or premises. Such prohibited fires shall include bonfires and fires used for ceremonial purposes not in compliance herewith.**

Exceptions:

- 1. Burning conducted for the purposes of outdoor cooking and warming in a device *approved* for such purpose and in compliance with this code. No burning of waste, garbage, or other prohibited items as referenced by state, local law, or regulations, shall be permitted in such devices.**
- 2. Firefighter training conducted under the supervision of the *Fire Code Official*, or designee.**
- 3. On-site land clearing on lots of greater than two acres upon which the private owner, non-commercial intent, intends to clear the lot itself of selected trees, brush and other natural plant growth and when *approved* by the *Fire Code Official*, or designee, and the onsite land clearing is conducted in compliance with state, federal and local laws**

and regulations. A permit shall be required and approved safety measures shall be employed in accordance with 105.6.

4. Prescribed burning for the purpose of reducing the impact of wildland fire when authorized by the Fire Code Official. A permit shall be required and approved safety measures shall be employed in accordance with 105.5 and 307.2.

Amend:

307.2 Permit required. A permit shall be obtained from the *fire code official* in accordance with section 105.5, prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, trench burning or approved open burn operation in accordance with Section 307.1.1 of this code. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Natural Resource Conservation Commission guidelines or restrictions.
2. State, county or local temporary or permanent bans on open burning.
3. Local written policies as established by the Fire Marshal.

307.2.1 Authorization. All outdoor burning shall be done in accordance with Texas Outdoor Burning Rules. If a conflict should arise between this code and the Texas Outdoor Burning Rules, then the more stringent rule shall apply. Where required by state or local law or regulations, *open burning* shall only be permitted with prior approval from the state or local air and water quality management authority, provided that all conditions specified in the authorization are followed.

ADD:

307.2.2 Limiting conditions for conducting open burning. Open burning shall be commenced and conducted only when wind direction and other meteorological conditions are such that smoke and other pollutants will not cause adverse effects to any public road, landing strip, navigable water, or off-site structure. Ignition shall not begin when surface wind speed is predicted to be less than six miles per hour (MPH) or greater than 23 MPH during the burn period. With the exception of bonfires, cooking fires, recreational fires, and exterior fireplace fires, permitted fires shall not be ignited prior to sunrise and shall be extinguished, out cold, prior to sunset. All Texas Commission on Environmental Quality (TCEQ) rules shall apply to permitted open burning.

Amend:

307.3 Extinguishment authority. Where open burning creates or adds to a hazardous situation, adversely affects public health, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment of the open burning operation.

Amend:

307.4 Location. When authorized by permits in accordance with section 105.6 and 307.2, unless otherwise approved by the Fire Code Official, the location for burning shall not be less than 300 feet (91 440 mm) from any structure and provisions shall be made to prevent the fire from spreading to within 300 feet (91 440 mm) of any structure. Such fires shall be constantly attended by a competent person with an approved means to extinguish the fire and reliable communication capabilities.

Exceptions:

1. Fires in *approved* containers that are not less than 8 feet (2438 mm) from a structure.
2. The minimum required distance from a structure shall be 25 feet (7620 mm) where the pile size is 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height.
3. Operation of a trench burner, or similar operation, shall be in accordance with Section 307.6.

Amend:

307.4.1 Bonfires. A bonfire shall not be conducted within 300 feet (91 440 mm), or greater distance as determined by the fire code official, from any structure or combustible material unless the fire is contained in a barbecue pit or other commercially designed container intended for such use. Conditions that could cause a fire to spread within 300 feet (91 440 mm) shall be eliminated prior to ignition. The fuel load of a bonfire shall be of a manageable size, not to exceed a 10-foot by 10-foot area.

ADD:

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

ADD:

307.6 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with this section.

307.6.1 Construction. The trench burner shall be located at the center of a circle three hundred feet in diameter, in which no combustible matter will be located or stored, except for the pile of combustible debris which has been readied for loading into the trench burner pit, except as otherwise provided by law.

1. Pertaining to trees, landscaping, erosion, drainage, or run-off control the surface of the land within the circle shall be cleared of any high grasses, and any trees, brush, and weeds.
2. The pit must be built in the ground and not above grade.
3. The dimensions of the pit shall be 14 feet wide, 40 feet long, and at least 10 feet deep, except in cases where a permit issued to the applicant by the Texas Commission on Environmental Quality (TCEQ) prescribes different dimensions. The ash generated by the operation of the trench burner shall be removed from the trench as necessary to maintain a minimum trench depth of 10 feet.
4. The pit, air blower or fan, and other operating equipment shall be securely enclosed by a locked gate and security fence of a minimum height of 8 feet which completely surrounds the pit and equipment at all times when the trench burner is unattended. The top portions of the fence shall consist of at least three runs of barbed wire. The fencing shall not be removed until the pit is closed and filled. An *approved* Fire Department key lock shall be required to secure the gate.

307.6.2 Location. A trench burner must not be located within 500 feet from any recreational area, building or structure, not occupied or used solely by the owner, and 300 ft. from any property line on which the trench burner is constructed.

307.6.3 Hours of Operation. The hours of continuous loading operation shall be between 8:00 a.m. and 4:00 p.m. Trench burners may not be operated on legal holidays and in accordance with the State of Texas requirements for trench burns; Regulation I, Subchapter B, 111, of the Texas Commission on Environmental Quality.

1. The blower or fan will be allowed to operate an additional two hours from 4:00 p.m. to 6:00 p.m. to ensure cool down after its period of continuous loading operations.
2. No combustible material may be added to the fire between 4:00 p.m. of one day and 8:00 a.m. of the following day.
3. The hours of operation may be changed by the *Fire Code Official* when unusual atmospheric conditions exist.
4. No burning is permitted when air stagnation advisories are in effect for the area in which the mobile incinerator is located.
5. No burning is permitted during periods of high fire hazard weather conditions.

307.6.4 Method of Operation. Material to be burned is limited to trees, brush, untreated waste lumber, shrubs, roots, bushes, and all untreated wood waste cleared from the site described in the permit application. Combustible debris cleared from other sites may not be burned in the trench burner.

1. All other materials, including but not limited to paper, roofing, shingles, insulation, wiring, treated wood products, metal products, chemicals, plastics, tires and other real or synthetic rubber materials may not be burned in the pit. Flammable or combustible liquids may not be burned except for ignition purposes.
2. Suitable fire protection shall be present on the site where the trench burner is located during operation. Suitable fire protection shall consist of a minimum of one portable fire extinguisher having a minimum 4-A rating and other approved on site fire extinguishing equipment, such as dirt, sand, water barrel, or water truck and shall be available for immediate utilization at all times burning is conducted.
3. Combustible material may not be placed in the trench any higher than three feet below the surface level.
4. Every trench burner must be attended when in operation by a competent person with reliable means of communication.
5. The trench burner shall be completely extinguished before nightfall or being left unattended.
6. The pit must be closed and filled with dirt within 48 hours after the trench burner operations are discontinued.
7. The person responsible for burning under this authorization shall notify the Leander Fire Department each day before burning is started. If the Department refuses permission, no burning shall be allowed that day.
8. A site inspection shall be requested once the site is prepared. The Leander Fire department will provide written authorization to begin event following inspection of the site and equipment.

307.6.5 Permit Application. The permit application must contain the following:

1. The name, address, and phone number of the individual or entity that owns the trench burner unit.
2. The name, address, and phone number of the individual or entity responsible for the operation of the trench burner unit.
3. A description of the site to be cleared, and the name, address and telephone number of owner of the property.
4. An operating schedule including initial date of operation and expected number of weeks of operation.
5. A copy of the Texas Commission on Environmental Quality permit issued for the construction of the unit, if a permit is required.
6. A description of the type and quantity of petroleum product utilized to ignite the trench burner. If this is to be stored at the site, then the manner of storage and quantity to be stored must be described. The method of igniting the trench burner must be described.

7. Proof that the applicant has current liability insurance in the amount of \$1,000,000 for personal injuries, and \$500,000 for property damage any time the trench burner is in use.
8. A construction permit from the Texas Natural Resource Conservation Commission must be obtained if required by Commission rule. If the trench burner is exempt from the Commission permit requirements all conditions of the exemption must be complied with.

Amend:

308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings where LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20-pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
2. LP-gas cooking devices having LP-gas container with a water capacity not greater than 21/2 pounds [nominal 1 pound (0.454 kg) LP gas capacity].

Amend:

308.1.6.2 Portable fueled open-flame devices. Portable open-flame devices fueled by flammable or combustible gases or liquids shall be enclosed or installed in such a manner as to prevent the flame from contacting combustible material.

Exceptions:

1. LP-gas-fueled devices used for sweating pipe joints or removing paint in accordance with Chapter 61.
2. Cutting and welding operations in accordance with Chapter 35.
3. Torches or flame-producing devices in accordance with Section 308.1.3.
4. Candles and open-flame decorative devices in accordance with Section 308.3.

Amend:

308.1.6.3 Sky Lanterns. A person shall not release or cause to be released a tethered or untethered, unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

ADD:

308.5 Fire Hazard Prohibited. In Group R-1 and R-2 occupancies, a person shall not construct, erect, install, maintain or use any incinerator or barbecue pit or grill or so bum any combustible material as to constitute or occasion a fire hazard by the use or burning thereof or as to endanger the life or property of any person thereof.

The use or burning of any such devices under the following conditions shall constitute a fire hazard and is strictly prohibited:

1. Within 10 linear feet (3048 mm) of any combustible surface or material, including but not limited to decks, porches, balconies, walls, or verandas.
2. Beneath any balcony, porch, roof overhang, deck, or veranda.

Amend:

311.5 Placards. The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 114 of this code relating to structural or interior hazards, shall be marked as required by Section 311.5.1 through 311.5.5.

ADD:

SECTION 322 AUTOMATIC EXTERNAL DEFIBRILLATOR

322.1 General. All buildings that have occupied floors located greater than 75' (22 860mm) above the lowest level of fire department access or have an aggregate area greater than 15,000 ft² (1394 m²) or occupancy load over 300 shall have at least 1 Automated External Defibrillator (AED) readily accessible installed in an *approved* location.

Exceptions: The provisions of this section shall not apply to the following buildings and structures:

1. Airport traffic control towers in accordance with 2021 International Building Code.
2. Open parking garages in accordance with 2021 International Building Code.
3. Buildings with an occupancy classified as Group A-5 in accordance with 2021 International Building Code.
4. Low-hazard special industrial occupancies in accordance with 2021 International Building Code.
5. Buildings with an occupancy classified as Group H-1, H-2 or H-3 in accordance with 2021 International Building Code.

322.2 Type. All AEDs used must be of the type *approved* by the United States Food and Drug Administration (FDA).

322.3 Accessibility. All AEDs must be available for public use.

1. All AEDs installed in a multiple story building shall be located in the elevator lobby unless otherwise *approved* by the *fire code official*.
2. All AEDs located in a building without an elevator lobby should be installed in a visible and accessible location *approved* by the *Fire Code Official* or designee.
3. Standard industry accepted signs shall mark the location of each AED.

4. All mounted AEDs shall meet the installation requirements as outlined by the ADA Accessibility Guidelines (ADAAG)

319.3.1 Notifying Emergency Medical Services Providers. Upon acquisition of an AED, the person or entity shall notify the Fire Department in writing of the existence, location, and type of AED.

322.4 Maintenance. All AEDs shall be maintained and tested according to manufacturer recommendations.

1. Maintenance records shall be kept for a period of 1 year.
2. Disposable supplies (Defibrillation pads) shall be replaced upon their expiration date or following use.

ADD:

SECTION 323 FOOD BOOTHS

323.1 Permits. For permit to operate a food booth, see Section 105.6.49. It shall be unlawful to operate a food booth without a permit.

323.2 Fire Extinguishers. One 2A –10BC fire extinguisher shall be required for all food booths. Booths containing deep fat fryers shall have a Class K portable fire extinguisher for up to four fryers having a maximum cooking medium capacity of 80 pounds each. For every additional group of four fryers having a maximum cooking capacity of 80 pounds each, an additional Class K extinguisher will be required. For individual fryers exceeding 6 square feet in surface area, Class K extinguishers will be installed in accordance with manufacturers' recommendations. All fire extinguishers shall have a current (within a year) inspection sticker from a licensed extinguisher company.

323.3 Location. Food booths utilized for cooking shall have a minimum of 10 feet of clearance on two sides. Booths shall not be placed in fire lanes unless otherwise approved by the fire code official. Booths shall not be placed within 10 feet of amusement rides or devices.

323.4 Cooking equipment location. Barbeque pits shall not be located within 10 feet of combustible materials. Barbeque pits shall not be located under the food booth canopy.

323.5 Acceptable Cooking Sources. The following are the only approved cooking sources for food booths:

1. Wood or charcoal
2. Propane
3. Natural Gas
4. Electricity

323.6 Generators. Fuel tanks shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Generators shall be isolated from contact with the public. Storage of gasoline is not allowed in or near generators or food booths.

323.7 Decorations. All decorative material shall be at least 6 feet away from any open flame, cooking element, or heat source or be flame resistant.

323.8 Escape route. All concession stands shall have a minimum of a 3-foot, or 36 inches, aisle for emergency escape.

323.9 Propane. All equipment used in conjunction with propane tanks must be UL Listed for the purposes in which they will be used. Tanks shall be secured to prevent falling. Tanks shall only be white or aluminum in color. Only one spare tank will be allowed in a food booth. Emptied propane tanks are to be removed from the site immediately after use. Regulators shall be attached as close as possible to the tanks. Leaks can be detected using a soap and water solution. Tank shutoff valves and/or additional shutoff valves shall be accessible and away from the cooking appliance(s). Propane tanks shall not be within 5 feet (1524 mm) of an ignition source. Propane tanks shall not be located within 10 feet (3048 mm) of a building door or window.

323.10 Area. A food booth shall consist of a 10-foot by 10-foot area (100 square feet). Extended food booths that exceed this dimension, and used for cooking, will be charged additional fees.

ADD:

SECTION 324 MOBILE FOOD ESTABLISHMENTS

324.1 Permits. Permits shall comply with Sections 324.1.1 through Section 324.1.2

324.1.1 Compliance. It shall be unlawful to operate mobile food establishments without a permit as required by Section 5.03.002, part 105.6.54 of the adopted Leander Code of Ordinances.

324.1.2 Applicability. Mobile food establishments left on site for more than one hour at carnivals, fairs, festivals, or other public events will be subject to Food Booth permit requirements, the requirements set forth in the adopted Leander Code of Ordinances, the requirements of Travis/Williamson County Health District(s) and associated inspections and fees as set forth in this code.

324.2 Fire Protection. All medium-duty, heavy-duty, and extra-heavy-duty cooking appliances located within the food establishment, or as otherwise required by the adopted Leander Codes of Ordinances, shall comply with the International Mechanical Code, Building Code, and other applicable ordinances.

324.2.1 Fire Extinguishers. Fire extinguishers are required in mobile food establishments in accordance with sections 324.2.1 through 324.2.4

324.2.1 Location. All mobile food vendors shall have at minimum one (2A-10BC) portable fire extinguisher mounted in a conspicuous place within the kitchen area.

324.2.2 Additional fire extinguishers. Mobile food vendors with portable generators shall have a (3A-40BC) portable fire extinguisher in addition to the other fire extinguishers.

324.2.3 Fire extinguisher Inspections. All portable fire extinguishers shall be serviced, inspected, and tagged annually by a licensed fire extinguisher company.

324.2.4 Frying operations. In addition to any other required fire extinguisher, all mobile food vendors with deep fat frying operations shall have a Class K portable fire extinguisher for up to four (4) fryers with a maximum cooking medium capacity of 80 pounds each. An additional Class K extinguisher will be required for every group of four (4) fryers with a maximum cooking capacity of 80 pounds each. For individual fryers exceeding six (6) square feet in surface area, Class K extinguishers shall be installed in accordance with manufacturers' recommendations.

324.3 Use of LPG. Liquefied Petroleum Gas (LPG) usage shall comply with sections 324.3.1 through 324.3.5.

324.3.1 Containers. LPG containers shall be located and secured on the exterior of the mobile food establishment, open to atmosphere or if containers are kept in compartment, the compartment must be separate from the interior food preparation area. Access must be from the exterior of the unit and compartment floor and the exterior door must be vented to the atmosphere.

324.3.2 Signage. All mobile units with propane shall post a "NO SMOKING" sign next to or directly above the propane bottle and visible to the public. Such sign shall be posted with a minimum of four-inch (4) lettering.

324.3.3 Piping and Appurtenances. Any hose used to pipe LPG to a device shall be listed by UL, FM, or other *approved* agency and listed specifically for LPG service. All couplings, fittings, and any other devices shall meet the requirements for LPG Service as outlined in the International Fuel Gas Code, NFP A 58 and 54, or be unapproved and removed from service.

324.3.4 LPG tanks outside. LPG tanks shall be located outside the mobile food establishment a minimum of 5 feet(1524 mm) from the primary means of egress.

324.4 Baffles and Closures. Baffles and closures shall comply with Sections 324.4.1 through Section 324.4.2.

324.4.1 Required separation. All deep-fat fryers shall have a steel baffle between the fryer and surface flames of an adjacent appliance or shall maintain a 16-inch (407 mm) separation distance. The baffle, if installed, shall be 8-inches (127 mm) in height.

324.4.2 Closure lid. A positive closing lid shall be required on the fryer with latching mechanisms that secure it in the open and closed positions.

Exception: fryers installed under a fixed pipe extinguishing system.

324.5 Emergency Egress. Emergency egress shall comply with Sections 324.5.1 through Section 324.5.2.2.

324.5.1 Clearance. Mobile food establishments shall have a clear, unobstructed height over the aisle-way portion of the unit of at least 74 inches (1880 mm) from floor to ceiling, and a minimum of 30 inches (762 mm) of unobstructed horizontal aisle space.

324.5.2 Travel distance. Should travel distance from any portion of the interior exceed 10 feet (3048 mm), the mobile food establishments shall have a minimum of two (2) exits located remote from each other and so arranged as to provide a means of unobstructed travel to the outside of the vehicle.

324.5.2.1 Secondary egress. A secondary means of egress shall be located remote from the main exit door, with an unobstructed minimum passage of 24 inches by 24 inches to the outside. The bottom of this secondary means of egress shall not be more than 4 feet (1220 mm) above the vehicle floor or a readily accessible horizontal surface capable of supporting a weight of 300 pounds minimum opening to the outside.

324.5.2.2 Lock and signage. The latch mechanism of any exit facility shall be operable by hand and shall not require the use of a key or special knowledge for operation from the inside. The secondary exit shall be labeled "EXIT" in 2-inch minimum letters on a contrasting background.

324.6 Generator Refueling. Refueling of generators shall be performed in an approved location not less than 20 feet (6096mm) from the mobile food establishment.

Fuel shall be stored in a UL or FM approved flammable liquid safety container in an approved location. Generators shall be grounded in an approved method. Generators shall not be refueled in areas occupied by the public.

Amend:

405.5 Time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Exceptions:

1. In severe climates, the fire code official shall have the authority to modify the emergency evacuation drill termination points and frequency.
2. In Groups I-1, I-2, I-3 and R-4, where staff-only emergency evacuation drills are conducted after visiting hours or where care recipients are expected to be asleep, a coded announcement shall be an acceptable alternative to audible alarms.
3. **Notification of teachers or staff having supervision of light- or sound-sensitive students or occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.**

ADD:

501.3.1 Site Plan. The owner or owner's authorized agent shall be responsible for the development, implementation and maintenance of an approved written site safety plan in accordance with Section 330**3. The Site Safety Plan shall be submitted with the permit application for construction documents. Plans must be reviewed and approved by the fire code official, or designee, before a building permit is issued. The Site Safety Plan shall be drawn to scale (no less than 1:60) and shall show and include, but not be limited to, the following:**

1. **Compass reading.**
2. **Property and/or lot lines.**
3. **Street frontages.**
4. **Location of all buildings (existing and proposed).**
5. **Fire apparatus access roads (i.e., fire lanes, aerial apparatus access roads) to buildings. Fire lanes shall be highlighted and shall include dimensions (width, turning radii, clearance to overhead obstructions, etc.). The plans shall also show dimensions and calculations for evaluation of compliance with Section D105.3, Proximity to building.**
6. **Fences, gates, walls, streams and other obstructions to firefighter access.**
7. **Location of all fire hydrants (existing and proposed). This shall include the direction and the distance to all hydrants not shown on the site plan, but within 1,000 feet of the building to be protected.**
8. **Size (diameter and length) and locations of all fire main piping (proposed and existing). The pressure class and type of new pipe to be installed shall be identified.**

9. The location, type, and size of backflow prevention devices, where installed.
10. Number of lanes, including turning lanes, of all adjacent streets and the location of medians as applicable.
11. Location of all automatic sprinkler and standpipe risers.
12. Location of Fire Department connection(s).
13. Size, type, and location of valves including post indicator valve (if they are located in a pit), control room automatic sprinkler system shut-off, etc.
14. Other water supplies.
15. Where required, type of protection from collision that may cause
 - a. Physical damage to fire protection equipment

Amend:

501.4 Timing of installation. Where fire apparatus access roads or a water supply for fire protection are required to be installed for any facility, building, or site development, such protection shall be installed, tested, and approved prior to and during the time which construction has progressed beyond completion of the foundation of any facility or building. Temporary address identification and street signs shall be installed at each street intersection where construction of new roadways allows passage by vehicles in accordance with Sections 505.1 and 505.2.

ADD/Amend:

502.1 Definitions.

ACCESS ROADWAY.
FIRE LANE AND FIRE ZONE.
KEY BOX AND KNOX BOX.

Amend:

503.1 Where required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.7 and Appendix D.

ADD:

503.1.4. Maintenance.

1. It is unlawful for the owner or responsible party to fail to keep the markings of the fire lane legible, as required by this Code.
2. It is unlawful for the owner or responsible party of the property with a designated fire lane to fail to maintain the lane's surface in acceptable condition, ensuring it is free of potholes and other obstructions.
3. Fire Code Official, or designee, must report any substandard surface conditions, markings, or signs to the property owner or responsible party where a fire lane is designated. The report shall provide instructions on bringing conditions, markings, or signs into compliance as per this Code.

ADD:

503.1.5 Other fire lanes. The fire code official is authorized to establish other fire lanes as deemed necessary for the safe and adequate movement of emergency vehicles throughout the site.

ADD:

503.1.6 Fire lanes near fire stations. Fire lanes shall be established to prohibit parking within 20 feet of the driveway entrance to any fire station and on the side of the street opposite the entrance to any fire station within 75 feet of said entrance.

ADD:

503.1.7 Fire Lane violations. It shall be unlawful for any owner, manager, or person in charge of any premises to abandon or obstruct a fire lane without written permission from the fire code official.

Amend:

503.2 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.**8 and Appendix D.**

Amend:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than **14 feet (4 267 mm).**

Amend:

503.2.2 Authority. The fire code official shall have the authority to require or permit modifications to the **minimum access widths and vertical clearances** where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

Amend:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support the imposed loads of **85,000 lbs. for emergency response apparatus** and shall be surfaced so as to provide all-weather driving capabilities **using either asphalt or concrete surfaces.** **All fire apparatus roads and designated fire lanes must comply with the maintenance requirements of 503.1.4.**

ADD:

503.2.3.1 Alternative driving surface. Drivable grass surfaces, or other alternative drivable surfaces, are permitted when approved by the fire code official, or designee, and in accordance with all of the following conditions:

- 1. Sealed documents indicating compliance with the provisions of Section 503.2.3 shall be submitted by a registered design professional for review.**

2. The drivable grass surface, or alternative drivable surface, shall not be used as the primary access to the site unless approved by the fire code official.
3. The surface shall be capable of supporting the imposed load of fire apparatus weighing at least 85,000 pounds. A geotechnical design report shall also be submitted, stating core samples were taken and analyzed to meet the weight bearing requirement.
4. Blue reflectors shall be provided on roads to indicate fire hydrant location. Vegetation on and surrounding the surface shall be maintained such that required reflectors are always visible.
5. Fire lane signage meeting the requirements of this Code shall also be provided.
6. Sod is not permitted to be placed over the drivable base.
7. If the surface proposed is to be used as the aerial apparatus access road for the facility, concrete curbing, or other approved edging, shall be installed along both sides of the portion to be used as such for enhanced lateral stability.
8. A signed letter from the manufacturer shall be provided to the fire code official certifying that the installation meets all requirements of the manufacturer's specifications prior to issuance of the Certificate of Occupancy.
9. The surface shall be maintained in proper working order at all times when utilized as a required fire lane. Should the surface become damaged or fall into disrepair, the fire code official, or designee, shall be authorized to require the repair and recertification surface at the expense of the owner or entity in charge of maintaining of the surface.

Amend:

503.2.4 Turning Radius. The required turning radius of a fire apparatus access road shall be 25 feet for the inside radius and 50 feet for the outside radius, or as otherwise determined by the *fire code official* in accordance with Sections 104.9 or 104.10.

Amend:

503.3 Marking. Where required by the fire code official, approved striping, signs, or other approved markings, that include the words "FIRE LANE TOW AWAY ZONE" or "FIRE ZONE TOW AWAY ZONE" shall be provided for fire apparatus access roads, fire lanes, and/or fire zone(s), to identify such roads or prohibit the obstruction thereof. The means by which the fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility, in compliance with 503.1.4 thru 503.1.7.

1. Striping. Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "FIRE LANETOW AWAY ZONE" or "FIRE ZONE TOW AWAY ZONE" shall appear in four inch (4") white letters at 25 feet intervals or less, on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb or as approved by the Fire Code Official.
2. Signs. Signs shall read "FIRE LANE TOW AWAY ZONE" or "FIRE ZONE TOW AWAY ZONE" and shall be 12" wide and 18" high. Signs shall be

painted on a white background with letters and borders in red, using not less than 2" lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6' 6") above finished grade. Signs shall be spaced not more than 35 feet (35') apart. Signs may be installed on permanent buildings or walls or as approved by the Fire Code Official.

ADD:

503.3.1 Certain subdivision street fire lanes. In subdivision access roadways where parking is not allowed on one or both sides, a designated fire lane is required and shall be marked and maintained in the compliance with 503.3.

Amend:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking, **stopping, or standing of any nonemergency vehicle or other obstruction.** The minimum widths and clearances established in Sections 503.2.1 **and 503.2.2 and any area marked as a fire lane as described in Section 503.3** shall be maintained at all times. **The owner, lessee, or person responsible for the maintenance or operation of a property shall ensure that all designated fire lanes remain unobstructed and accessible at all times.**

No person may mark, post, or otherwise designate a non-approved fire lane or otherwise identify a passageway in such a manner that it tends to create confusion as to whether the passageway is an approved fire lane.

Amend:

503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the fire code official. Where security gates are installed, they shall have an approved means of emergency operation **in accordance with Sections 506.1.1.1 thru 506.1.1.2.** The security gates and the emergency operation shall be maintained operational at all times. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200.

ADD:

503.6.1 Direction of Swing. Security gates installed across a Fire Apparatus Access Road shall swing in the direction of travel towards the building or open horizontally to avoid backing up of Fire Apparatus and to allow for an expedited response.

ADD:

503.7 Authority to Designate and Enforce Fire Lanes. The fire code official is authorized to designate fire lanes on a parcel where such areas must be free of parked vehicles and other obstructions to provide ready access to buildings therein, in case of fire or other emergencies. The fire code official's designation of such fire lanes does not prohibit the owner of a property of their responsibility to maintain the area.

503.7.1 Removal of Vehicle by Property Owner. Except an authorized emergency vehicle, the owner of private property, or their agent, may have any motor vehicle that is parked in a legally approved fire lane, removed and stored at either their own expense or that of the vehicle's registered owner. The owner of the premises, or their agent, who has a vehicle removed and stored, is not liable for damages incurred as a result of removal or storage, if the vehicle is removed by an automobile wrecker service insured against liability for property damage incurred in towing vehicles and is stored by a storage company insured against liability for property damage incurred in the storage of vehicles.

503.7.2 Removal of Vehicle. Any unauthorized vehicle or similar obstruction, including, but not limited to, vehicles, containers, fencing, etc., within a lawfully designated fire lane, is declared a nuisance and may be removed, without notice, at the vehicle owners' expense upon the authorization of the fire code official under the following conditions:

1. When the vehicle violates the city code of ordinances by standing or parking a vehicle, whether occupied or unoccupied, except when occupied by a driver to momentarily pick up or discharge a passenger or passengers, in a fire lane or fire zone, or
2. When a vehicle or obstruction blocks the ingress or egress of an apartment complex, business, theater, night club, gymnasium, or other places of assembly or other required emergency access to a facility or
3. When an obstruction or vehicle's presence threatens the life safety of the public by impeding the ability of the fire apparatus and emergency medical equipment to respond to an emergency.

It shall be considered prima facie evidence that the registered owner unlawfully parked, placed, or permitted the vehicle or obstruction to be parked or placed within the fire lane when it obstructs, in whole or in part, any portion of the fire lane. The fire code official, police officer, or other city employee charged with enforcing the code of ordinances of the City of Leander shall cause such vehicle to be removed by the towing service operating under a contract with the City of Leander.

503.7.3 Abandonment of Fire Lane. No owner, manager, or person in charge of any premises served by a required fire lane shall abandon or close any such fire lane without the written permission of the fire code official.

ADD:

503.9 Special event fire lanes. No person shall park a vehicle in, or otherwise obstruct, any fire lane designated by the fire code official as a special event fire lane. All vehicles parked, or obstructions located, in a special events fire lane are declared a nuisance and in violation of Section 503.4 and subject to Section 503.7 through 503.7.2.

Amend:

505.1 Address identification. New and existing buildings shall be provided with approved address identification using numbers, building and or suite identification, or otherwise approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background and be easily readable from the required distances in this section. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Address characters shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm).

Minimum address number size is based on distance from the centerline of the roadway to the structure bearing address using the following:

1. Less than 50 feet is 4 inches (102mm);
2. 51 to 100 feet is 6 inches (153 mm);
3. 101 to 150 feet is 8 inches (204 mm);
4. 151 to 200 feet is 10 inches (254 mm);
5. 201 to 250 feet is 12 inches (305 mm)
6. 251 or greater feet requires approval of the fire code official.

Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure. Address identification shall be maintained.

Single Family and townhome, or similar residential occupancies, shall have approved numerals with color contrasting with the background, clearly visible and legible from the street fronting the property and the rear alleyway where such access exists.

ADD:

505.1.2 Wayfinding Sign. A wayfinding sign shall be provided for all new and existing multi-building developments in which multiple facilities are marked off a single address point, such as in an apartment or multi-family complex, or when the nature and arrangement of the buildings require additional identification, where such signage would be conducive to navigation. Such signs shall be placed at all points of entry into the development, or as otherwise required by the fire code official. The wayfaring sign shall meet the below minimum requirements:

1. Provide a simplified Site Plan layout of the development or property.
2. Shall indicate all entry and exit points.
3. Shall be a minimum 36-inch by 36-inch.
4. Shall be provided with lighting or reflective sheeting.
5. Shall be permanently mounted.
6. Shall indicate major building and/or address numbers.

7. Shall indicate the developments name and address

ADD:

505.3 Multi-Building Complexes. Business, industrial and apartment complexes shall be identified by name and number on a display board at the main entry roadway.

505.3.1 Multi-Address Complexes. Business and industrial complexes with multiple addresses contained within shall post all addresses so that they are visible from primary fire department access roadway.

ADD:

505.4 Mall Lease Spaces. Each mall lease space shall be identified by a consistent number size at a consistent, readily visible location in proximity to exterior and mall entrance doors.

ADD:

505.5 Tenant identification. 505.5 Tenant identification. Each occupied tenant space provided with a secondary egress door to the exterior or exit corridor shall be provided with tenant identification by business name and address. Letters and numbers shall be posted on the corridor side of the door, plainly legible and shall contrast with their background.

Exception: Tenant identification is not required for anchor stores.

Amend:

506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings, **physical barriers (such as gates, fences, bollards, and the like), in all commercial, industrial, or institutional structures in which fire protection systems, or elevators are installed** or where immediate access is necessary for life-saving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. **The key box shall be visible from the access road fronting property, located within 10 feet (3048 mm) from the primary Fire Department access into a building or facility as approved by the fire code official. It shall be installed at not less than 4 feet (1220 mm) and no more than 6 feet (1829 mm) above the finished grade.** The key box shall be of an approved type listed in accordance with UL 1037 and shall contain keys to gain necessary access as required by the fire code official.

ADD:

506.1.1.2 Electronic gates. Emergency access of limited access gates at apartments and gated communities, or any other occupancy deemed as high risk by the Fire Code Official shall be equipped with both Knox® Key Switch and a number keypad system. The Key Switch shall be located on a keypad pedestal or as approved by the Fire Code Official.

506.1.1.3 Electrical Disconnect/Chain Access. In the event of a power failure, the gate shall open by means of an electrical power disconnect switch in a weatherproof box. The gate shall be capable of being physically disconnected from the operating mechanism from either side of the gate. Slider gate chains shall have access to cut and release the gate from the opener mechanism from either side. Swing gates shall have a pin in the swing arm mechanism secured by a Knox Padlock. The padlock shall be accessible from either side of the gate. Gates that are not in proper operating condition shall be chained and locked in an open position.

Amend:

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdiction. **Where property is subdivided with or without the creation of public or private streets for the expressed purpose of providing said subdivided parcels for sale or otherwise permitting separate and/or individual development to occur, an approved water supply capable of supplying the projected fire flow for fire protection shall be provided and extended to serve directly all subdivided properties. The projected fire flow will be based on the greatest potential demand posed by any type of occupancy allowed by zoning laws on the projected property.**

Exception: Additions to existing and newly constructed one- and two-family homes located in areas having substandard water supplies, where the development of full fire-flow is impractical, shall comply with the provisions of Appendix B Section B103 with the approval of the fire code official.

Amend:

507.2.1 Private fire service mains. Private fire service mains and appurtenances shall be installed in accordance with NFPA 24. **The installation of all private fire lines shall be by a sprinkler contractor registration underground (SGR-U) licensed company.**

ADD:

507.2.1.1 Flushing. All private service mains, including lead-ins and remote Fire Department connections, shall be fully flushed per NFPA 24 guidelines before hydrostatically testing the line. Flushing shall be through and open pipe for the lead-ins and Fire Department connections. The open pipe shall be of the minimum size outlined in NFPA 24 and not reduced. Private fire service mains serving only hydrants shall be flushed through the 5.25" hydrant outlet.

Amend:

507.3 Fire flow. Fire-flow requirements for buildings or portions of buildings and facilities shall be determined by an approved method, **and in accordance with Appendix B.**

Amend:

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official or approved documentation of the test shall be provided to the fire code official prior to final approval of the water supply system. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a copy of the waterflow test report. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard.

Amend:

507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.7 and Appendix C.

Amend (DELETE Exception #2):

507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, onsite fire hydrants and mains shall be provided as approved by the Fire Code Official.

Exception: Group U occupancies, not having an automatic sprinkler system installed, the distance requirement shall be 600 ft (183 m).

Amend

507.5.1.1 Hydrant for standpipe systems and fire department connections. Buildings equipped with a standpipe system installed in accordance with Section 905, or if a building is required to have an automatic sprinkler system installed in accordance with this code and as required in Section 912.8, shall have a fire hydrant within 100 feet (30 480 mm) of the fire department connections.

Amend:

507.5.2 Inspection, testing and maintenance. Fire hydrant systems shall be subject to periodic tests as required by the Fire Code Official. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. In accordance with NFPA 25 and 291, if the hydrant is found inoperable, it shall be bagged with a black, weather-resistive cover that shall be marked with a stenciled warning: "OUT OF SERVICE" and the fire department shall be notified. Additions, repairs, alterations and servicing shall comply with approved standards. All installed hydrants, public and private, shall be silver in color and manufactured in accordance with the current approved City of Leander fire hydrant detail, unless otherwise

approved by the Fire Code Official. Records and test of required maintenance shall be maintained.

Amend:

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, vegetative growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately accessible or discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

ADD:

507.5.7 Reflective pavement markers. All fire hydrants shall be identified by the installation of approved blue reflective pavement markers.

ADD:

509.1.2 Electrical service shut-off access. When electrical service shut-off controls are located inside a building, a door must provide direct access from the exterior to the room containing these shut-off controls if required by the fire code official. The fire code official may require a remote shunt trip system for the safe disconnection of electrical services.

ADD:

509.2.1 Sprinkler riser rooms. Sprinkler risers must be located in rooms with a minimum fire-resistive rating of one hour and shall have direct access from the exterior of the building being served. The riser room should provide a clear space of at least 36 inches on at least two sides of the riser. If the room is not solely used as a sprinkler riser room, its size will be determined by the Fire Code Official. Sprinkler riser rooms may also house fire alarm control panels without requiring an increase in size as long as the fire alarm control panel (FACP) remains fully accessible and compliant with all adopted codes. An additional key box is required for access to the sprinkler riser room and should be installed in accordance with section 506.1.

ADD:

603.2.3 Main electrical shut off. Every newly constructed or remodeled building or facility, or as otherwise defined by the applicability of this code, must have at least one electrical disconnect located on the exterior of the building. This power termination device shall be placed in an easily accessible location and must be clearly labeled.

When the main shut-off is in an enclosed room, an exterior door shall be provided, and an additional approved key box will be required to provide access to the electric room as required by the Fire Code Official.

Exception: Two means of electrical disconnect may be allowed by the *Fire Code Official* when the disconnects are located within 3 feet of each other with no other features installed between them, and they are clearly marked to indicate that both disconnects must be utilized to terminate power to the building.

Amend:

605.4 Fuel oil storage systems. Fuel oil storage systems for building heating systems shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the International Mechanical Code **and Chapter 57.**

Amend:

Amend:

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 142 or UL 2085, **and also listed as double wall/secondary containment tanks.**

Amend:

605.4.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 605.4.2.2 through 605.4.2.8 **and** Chapter 57.

Amend:

605.4.2.2 Quantity limits. One or more fuel oil storage tanks containing Class II or III combustible liquid shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085, **and listed as a double wall/secondary containment tank for Class II liquids.**
2. 1,320 gallons (4996 L) in buildings equipped with an automatic sprinkler system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 **or UL 2085.** The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.
3. 3,000 gallons (11 356 L) in buildings equipped with an automatic sprinkler system in accordance with Section 903.3.1.1, where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

ADD:

703.3 Tenant Separations. Walls separating two or more tenants in a multi-tenant buildings or facilities shall be constructed as a continuous membrane that extends from the top of the foundation to the underside of the floor or roof sheathing that is designed and constructed to restrict the movement of smoke. Walls shall be

continuous and shall be sealed in accordance with the 2021 International Building Code, sections 714 and 715.

Amend:

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall.

Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be entirely constructed of non-combustible material.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to not more than 50 percent of the wall area.

Amend:

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached.

Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be entirely constructed of non-combustible material.

Amend:

807.5.5.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be entirely constructed of non-combustible material.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

Amend:

807.5.5.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached.

Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701

in accordance with Section 807 or be entirely constructed of non-combustible material.

ADD:

901.4.4.1 Compliance with Code of Ordinances. Calculations of square feet in compliance with the City of Leander Code of Ordinances Chapter 3, Article 3.03, Division 2, Section 3.03.041 is determined by the total gross aggregate area under a common roof (excluding covered porches, balconies, or detached garages separated by 10 feet or more in one- and two-family dwellings). Unless otherwise approved by the Fire Code Official, dividing a building into separate fire areas so as not to exceed the limits established in the aforementioned will not be accepted in lieu of compliance with required installation of fire protection systems.

ADD:

901.4.4.2 Additions to Existing Buildings. When additions or renovations are performed to existing buildings or facilities, resulting in the total square footage of the structure to increase beyond the limits established in the City of Leander Code of Ordinances Chapter 3, Article 3.03, Division 2, Section 3.03.041 and as determined by Section 901.4.4.1, the existing building shall be retroactively protected.

Exception: Effective separation of fire areas can be demonstrated through noncombustible design in compliance with 901.4.4 and the International Building Code, as approval by Fire Code Official.

Amend:

901.5 Installation acceptance testing. Fire protection and life safety systems and appurtenances thereto shall be subject to acceptance tests as contained in the installation standards and as approved by the fire code official. The fire code official shall be notified before any required acceptance testing. A representative of the Fire Marshal shall witness all required acceptance tests for all these systems.

ADD:

901.6.1.1 Standpipe Testing. Building owners or managers must maintain and test standpipe systems as required by NFPA 25 and this code. The following additional requirements apply to the 5-year required testing:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the

roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected nighttime freezing conditions.
9. Contact the fire code official for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

ADD:

901.6.4 Maintenance Agreement. A maintenance agreement, as defined in Section 202, shall be established and maintained between the building owner and a licensed fire protection company for all life safety and fire protection systems. This agreement must encompass general maintenance, repair of fault conditions, and testing and inspection in accordance with applicable laws, codes, and standards. Proof of an active maintenance agreement must be provided to the fire code official during any system acceptance test, upon request, and during routine fire inspections. Agreements solely for testing and inspection do not satisfy this requirement. The building owner is responsible for ensuring compliance with the maintenance agreement at all times while the building is occupied or operational.

ADD:

901.6.5 False Alarms and Nuisance Alarms. The manager, operator, or property owner shall maintain all fire alarm systems in an approved and operable condition at

all times to prevent false and nuisance alarms. False and nuisance alarms shall not be given, signaled, or transmitted, nor caused or permitted to occur by failure to maintain the system or through neglect. The Fire Marshal is authorized to enforce this provision, including requiring repairs, upgrades, or other corrective actions to ensure compliance. Maintenance and repairs shall be documented upon request to demonstrate compliance with this section.

Amend:

901.7 Systems Out of Service. Where a required fire protection system is out of service or in the event of an excessive number of activations, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall either be evacuated or an *approved* fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service. Where utilized, fire watches, executed as required and approved by the fire code official, shall be provided with not less than one approved means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

Exception: Facilities with an approved notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

Amend:

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as *approved* by the *fire code official*.

ADD:

903.1.2 Residential systems. Unless specifically allowed by this Code or the International Building Code, residential sprinkler systems installed in accordance with NFPA 13D or NFPA 13R shall not be recognized for the purposes of exceptions or reductions, commonly referred to as "trade-offs," permitted by other requirements of this Code.

In addition, residential sprinkler systems installed in accordance with NFPA 13R must include attic sprinkler protection to be recognized for the purposes of such "tradeoffs" permitted by other requirements of this Code.

ADD:

903.1.3 Hydraulic calculations and safety factor. All automatic sprinkler systems shall be designed with a minimum safety factor for the hydraulically most demanding design area using Table 903.1.3 Hydraulic Calculation Design Criteria.

A safety factor shall be added to the minimum required water supply calculation for all automatic sprinkler systems, applied at the endpoint of the hydraulic calculations, excluding any required flow for hose streams.

Exception: A safety factor less than those defined in this section may be approved by the fire code official only if historical water supply data is available to demonstrate that the reasonably expected fluctuations will not cause the water supply to fall below the system demand.

Table 903.1.3

Hydraulic Calculation Design Criteria

System Type	Safety Factor
Residential 13D AND 13R	10% OR 5 PSI (lesser of the system demand)
Commercial NFPA 13 - LIGHT HAZARD	10% OR 5 PSI (lesser of the system demand)
Commercial NFPA 13 - ORDINARY HAZARD AND ABOVE	10 PSI OR 10% (whichever is greater)
Standpipe and hose systems NFPA 14	10 PSI OR 10% (whichever is greater)
Water spray fixed systems NFPA 15	10 PSI OR 10% (whichever is greater)
Foam water sprinkler and foam water spray systems NFPA 16	10 PSI OR 10% (whichever is greater)

ADD:

903.1.4 High volume low speed fans in new and existing buildings. The use of High-Volume Low Speed (HVLS) or High-Volume Low Velocity (HVLV) fans in fire sprinklered areas of new and existing buildings shall only be permitted as follows:

1. HVLS fans are permitted in rack storage and palletized storage arrangements up to 20 feet in height in buildings with 30 feet or less ceiling clearance, when Early Suppression Fast Response (ESFR) sprinklers are used to protect the storage array.
2. HVLS fans are permitted in light-hazard and ordinary-hazard occupancies as defined in NFPA 13, Standard for the Installation of Sprinkler System.
3. HVLS fans are not permitted in sprinklered areas with palletized storage greater than 12 feet in height protected by control mode sprinklers.
4. In all cases, HVLS fans are required to be designed and installed to shut down automatically on any fire alarm signal. This includes automatic shut down upon sprinkler system water flow alarm or any manual or automatic fire alarm detection device provided in the space.
5. In all cases, the clearance between the HVLS fans and the ceiling sprinklers and the top of storage shall be III compliance with the obstruction and clearance rules of NFPA 13.

Exception: When a technical opinion and report is provided in accordance with Section 104.8.2, the fire code official or their designee shall analyze the opinion report and may approve the use of HVLS or HVLV fans in additional areas when it is determined that the effectiveness of the fire sprinkler system is not compromised.

Amend:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12.

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating “ELEVATOR MACHINERY – NO STORAGE ALLOWED.”

Amend:

903.2.1.1 Group A-1. An automatic sprinkler system shall be provided throughout stories containing Group A-1 occupancies and throughout all stories from the Group A-1 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds **6,000 square feet (557.42 m2).**
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. The fire area contains a multiple-theater complex.

Amend:

903.2.1.3 Group A-3. An automatic sprinkler system shall be provided throughout stories containing Group A-3 occupancies and throughout all stories from the Group A-3 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds **6,000 square feet (557.42 m2).**
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.

Amend:

903.2.1.4 Group A-4. An automatic sprinkler system shall be provided throughout stories containing Group A-4 occupancies and throughout all stories from the Group A-4 occupancy to and including the levels of exit discharge serving that occupancy where one of the following conditions exists:

1. The fire area exceeds **6,000 square feet (557.42 m2).**
2. The fire area has an occupant load of 300 or more.
3. The fire area is located on a floor other than a level of exit discharge serving such occupancies.
4. **Any Group A-3 occupancy serving alcohol shall comply with the fire sprinkler requirements for Group A-2 Occupancies in section 903.2.1.2.**

ADD:

903.2.2.1. Animal housing or care facilities. An automatic sprinkler system in accordance with section 903.3 and 903.4 shall be provided in fire areas containing an animal housing or care facility when the animals are not provided with constant supervision. The following exceptions apply to this requirement:

Exceptions:

- 1. An automatic sprinkler system is not required in animal housing or care facilities serving 50 or fewer animals where all the following conditions are met:**
 - a. Walls and ceilings have a class a finish as specified in section 803, and**
 - b. The facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.**
- 2. An automatic sprinkler system is not required in animal housing or care facilities serving 100 or fewer animals where all the following conditions are met:**
 - a. The facility is of 1-hour fire resistive construction on both sides of the boundary walls of the kennel area and**
 - b. Walls and ceilings have a class a finish as specified in section 803, and**
 - c. The facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.**
- 3. An automatic sprinkler system is not required in animal housing or care facilities where every animal has immediate and unobstructed access to an exterior area of safety approved by the fire code official and the facility is provided with a supervised fire alarm system in accordance with section 907.2.2.2.**

Amend:

903.2.3 Group E. An automatic sprinkler system shall be provided for Group E occupancies as follows:

1. Throughout all Group E fire areas greater than **6,000 square feet (557.42 m2)** in area.
2. The Group E fire area is located on a floor other than a level of exit discharge serving such occupancies.
3. Exception: In buildings where every classroom has not fewer than one exterior exit door at ground level, an automatic sprinkler system is not required in any area below the lowest level of exit discharge serving that area.
4. The Group E fire area has an occupant load of 300 or more.

Amend:

903.2.4 Group F-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy where one of the following conditions exists:

1. A Group F-1 fire area exceeds **6,000 square feet (557.42 m2)**.
2. A Group F-1 fire area is located more than three stories above grade plane.
3. The combined area of all Group F-1 fire areas on all floors, including any mezzanines, exceeds **12,000 square feet (1115 m2)**.

Amend:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy where one of the following conditions exists:

1. A Group M fire area exceeds 6,000 square feet (557.42 m²).
2. A Group M fire area is located more than three stories above grade plane.
3. The combined area of all Group M fire areas on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m²).

ADD:

903.2.8.5 Bed and Breakfast. An automatic sprinkler system in accordance with section 903.3 shall be provided throughout all buildings with a Group R fire area and in compliance with adopted ordinance Article 3.03, Division 2, Section 3.03.041 (b) (1).

Exceptions: The following exceptions shall apply only to existing residential structures, as defined by the 2021 International Residential Code:

1. Bed and Breakfast residence:

- a. Less than three guestrooms with a maximum occupancy of 4 guests; and
- b. All guest rooms with direct access to the public way, using a secondary egress; and
- c. Smoke alarms are installed throughout as required by this Code or the building code; and
- d. Carbon monoxide alarms are installed where required by this Code or the building code; and
- e. Monitored fire alarm system; and
- f. Fire extinguishers are located throughout the building as required by this Code.

2. Bed and Breakfast Inn:

- a. 3-5 guestrooms with an occupancy of more than four and less than ten guests; and
- b. Installation of an NFPA 13-D automatic fire sprinkler system throughout the structure; and
- c. All guest rooms with direct access to the public way, using a secondary egress; and
- d. Smoke alarms are installed throughout as required by this Code or the building code; and
- e. Carbon monoxide alarms are installed where required by this Code or the building code; and
- f. Monitored fire alarm system; and
- g. Self-closing guestroom doors.

3. Bed and Breakfast Lodge:

- a. 6-8 guestrooms with a maximum occupancy of 16 guests; and

- b. Installation of an NFPA 13-R automatic fire sprinkler system throughout the structure; and
- c. All guest rooms with direct access to the public way, using a secondary egress; and
- d. Smoke alarms are installed throughout as required by this Code or the building code; and
- e. Carbon monoxide alarms are installed where required by this Code or the building code; and
- f. Monitored fire alarm system; and
- g. Self-closing guestroom doors; and
- h. The installation of a Type I hood above all commercial and domestic cooking appliances used for commercial purposes is required by Section 606 of this Code and applicable standards.

Amend:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

- 1. A Group S-1 fire area exceeds 6,000 square feet (557.42 m2).
- 2. A Group S-1 fire area is located more than three stories above grade plane.
- 3. The combined area of all Group S-1 fire areas on all floors, including any mezzanines, exceeds 12,000 square feet (1115 m2).
- 4. A Group S-1 fire area used for the storage of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m2).

Amend:

903.2.9.1 Repair garages. An automatic sprinkler system shall be provided throughout all buildings used as repair garages in accordance with Section 406.8 of the International Building Code, as shown:

- 1. Buildings having two or more stories above grade plane, including basements, with a fire area containing a repair garage exceeding 6,000 square feet (557.42 m2).
- 2. Buildings not more than one story above grade plane, with a fire area containing a repair garage exceeding 6,000 square feet (557.42 m2).
- 3. Buildings with repair garages servicing vehicles parked in basements.
- 4. A Group S-1 fire area used for the repair of commercial motor vehicles where the fire area exceeds 5,000 square feet (464 m2).

ADD:

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

Amend:

903.2.10 Group S-2 parking garages. An automatic sprinkler system shall be provided throughout buildings classified as parking garages **if required by the adopted ordinance**

Article 3.03, Division 2, Section 3.03.041 (b) (1), or where any of the following conditions exist:

1. Where the fire area of the enclosed parking garage, in accordance with Section 406.6 of the International Building Code, exceeds 12,000 square feet (1115 m2).
2. Where the enclosed parking garage, in accordance with Section 406.6 of the International Building Code, is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

3. Where fire area of the open parking garage, in accordance with Section 406.5 of the International Building Code, exceeds 48,000 square feet (4460 m2).

Amend **(DELETE exception of Group F-2):**

903.2.11.3 Buildings 55 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more located 55 feet (16 764 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

ADD:

903.3.1.2.2 Corridors and balconies. Sprinkler protection shall be provided in all corridors and for all balconies.

Amend:

903.3.1.3 NFPA 13D sprinkler systems. Automatic sprinkler systems installed in one- and two-family dwellings; Group R-3; Group R-4, Condition 1; townhouses, **and bed and breakfast occupancies with a maximum occupancy of 10 guests,** shall be permitted to be installed throughout in accordance with NFPA 13D **or in accordance with state law.**

ADD:

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

ADD:

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. **The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and**

2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

ADD:

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

Amend:

903.3.5 Water supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in Section 903.3.1. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the International Plumbing Code. For connections to public waterworks systems, the water supply test used for design of fire protection systems shall be adjusted to account for seasonal and daily pressure fluctuations based on information from the water supply authority and as approved by the fire code official.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

ADD:

903.3.9 Backflow protection. Modifications to water-based fire protection systems without backflow protection will require the installation of a backflow preventer as required by the city's adopted ordinance. All fire protection systems with a FDC shall have a reduced pressure zone or reduced pressure detector assembly installed.

Amend:

903.4.2 Alarms. An approved audible device, located on the exterior of the building in an approved location, shall be connected to each automatic sprinkler system. Such sprinkler waterflow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

ADD:

903.4.4 Jockey pump valves. Jockey pump control valves shall be of the indicating type, electronically supervised, and slow closure, as recognized by NFPA 13.

ADD:

903.4.5 Control valves. Backflow prevention devices that are 2 inches or smaller must have indicating and slow closure control valves installed.

ADD:

903.4.6 Supervisory switches. Plug-type supervisory switches are not permitted to supervise any control valve.

ADD:

905.2.1 Class 1 Manual Standpipe systems. Class I standpipe systems shall be hydraulically designed in accordance with Section 903.1.3, based on fire apparatus providing 1250 GPM at 150 psi at the Fire Department Connection.

ADD:

905.3.9 Travel Distance. In buildings exceeding 10,000 square feet (929 m²) in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

- 1. Automatic dry, semi-automatic dry and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.**
- 2. R-2 occupancies with four stories or fewer that do not have interior corridors.**

Amend:

905.4 Location of Class I standpipe hose connections. Class I standpipe hose connections shall be provided in all of the following locations:

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an **intermediate** landing between stories, unless otherwise approved by the fire code official.
Exception: A single hose connection shall be permitted to be installed in the open corridor or open breezeway between open stairs that are not greater than 75 feet (22 860 mm) apart.
2. On each side of the wall adjacent to the exit opening of a horizontal exit.
Exception: Where floor areas adjacent to a horizontal exit are reachable from an interior exit stairway hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the horizontal exit.
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an exit stairway hose connection by a 30-foot (9144 mm) hose stream from a nozzle attached to 100 feet (30 480 mm) of hose, a hose connection shall not be required at the entrance from the exit passageway to other areas of the building.

4. In covered mall buildings, adjacent to each exterior public entrance to the mall and adjacent to each entrance from an exit passageway or exit corridor to the mall. In open mall buildings, adjacent to each public entrance to the mall at the perimeter line and adjacent to each entrance from an exit passageway or exit corridor to the mall.
5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. Where the most remote portion of a nonsprinklered floor or story is more than 150 feet (45 720 mm) from a hose connection or the most remote portion of a sprinklered floor or story is more than 200 feet (60 960 mm) from a hose connection, the fire code official is authorized to require that additional hose connections be provided in approved locations.
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

ADD:

905.8.1 Standpipe supervision. All dry standpipe systems shall be monitored with a minimum of 10 PSI and a maximum of 40 PSI air pressure, with a high/low alarm, and supervised according to the guidelines of NFPA 72.

Amend:

905.9 Valve supervision. Valves controlling water supplies shall be supervised in the open position so that a change in the normal position of the valve will generate a supervisory signal at the supervising station required by Section 903.4. Where a fire alarm system is provided, a signal shall be transmitted to the control unit.

Exceptions:

1. Valves to underground key or hub valves in roadway boxes do not require supervision.
2. Valves locked in the normal position and inspected as provided in this code in buildings not equipped with a fire alarm system.

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

ADD:

907.1.4 Design Standards. Where a new, remodeled, or replacement fire alarm system is installed:

- 1. All Fire Alarm systems serving twenty (20) or more alarm-initiating devices shall be an intelligent addressable fire detection system.**
- 2. Fire Alarm systems utilizing more than twenty (20) smoke detectors shall incorporate analog initiating devices.**

Amend:

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons, or where the occupant load is more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

Activation of fire alarm notification appliances shall:

- 1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and**
- 2. Stop any conflicting or confusing sounds and visual distractions.**

ADD:

907.2.2.2 Animal housing or care facilities. Fire areas containing an animal housing or care facility shall be provided with an electronically supervised automatic smoke detection system. In spaces provided with a source of heat or light but otherwise unconditioned, in lieu of smoke detection the alarm system may be activated by quick response heat detectors with a response time index of less than 100 (E.G. RTI CLASSIFICATION OF "QUICK", "ULTRA FAST", "V-FAST").

Exceptions: Smoke detectors and/or quick response heat detectors are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with sections 903.3 and 903.4 and activation of the automatic sprinkler system activates notification appliances as required by Section 907.2.2.2.1.

ADD:

907.2.2.2.1 Notification appliances. Notification appliances shall provide audible and visual alarm signals in office areas and other areas within the fire area where no animals are housed or cared for. Notification appliances

Amend:

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. **An approved smoke detection system shall be installed in Group E, day care occupancies. Unless separated by a minimum of 50 feet of open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.**

Exceptions:

1. A manual fire alarm system shall not be required in Group E occupancies with an occupant load of 50 or less.
 - 1.1 Residential In-Home day care occupancies with not more than 12 children may use interconnected single station detectors in all habitable rooms and as otherwise required in accordance with the adopted edition of the International Residential Code and NFPA . (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)**
2. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the manual fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.
3. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply:
 - 3.1 Interior corridors are protected by smoke detectors.
 - 3.2 Auditoriums, cafeterias, gymnasiums and similar areas are protected by heat detectors or other approved detection devices.
 - 3.3 Shops and laboratories involving dusts or vapors are protected by heat detectors or other approved detection devices.
 - 3.4 Manual activation is provided from a normally occupied location.
4. Manual fire alarm boxes shall not be required in Group E occupancies where all of the following apply:
 - 4.1 The building is equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1.
 - 4.2 The emergency voice/alarm communication system will activate on sprinkler water flow.
 - 4.3 Manual activation is provided from a normally occupied location.

Amend:

907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: Manual fire alarm boxes are not required where the building is equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1, and the occupant notification appliances will activate throughout the notification zones upon sprinkler water flow.

Amend:

907.2.13.1.2 Duct Smoke Detection. Duct smoke detectors complying with Section 907.3.1 shall be located as follows:

1. In the main return air plenum of each air-conditioning system having a capacity equal to or greater than 2000 cubic feet per minute (cfm). Such detectors shall be located in a serviceable area downstream of the last duct inlet and filter.
2. 2. At each connection to a vertical duct or riser serving two or more stories from a return air duct or plenum of an air-conditioning system. In Group R-1 and R-2 occupancies, a smoke detector is allowed to be used in each return air riser carrying not more than 5,000 cfm (2.4 m³/s) and serving not more than 10 air-inlet openings.

ADD:

907.2.24 High Occupant Load. In addition to the requirements listed in other sections of this Code, any occupancy having an occupant load of 1,000 or more shall be provided with a manual fire alarm system.

Exception: Open Parking Garages

Amend:

907.3.1 Duct Smoke Detectors. Smoke detectors installed in ducts shall be listed for the air velocity, temperature and humidity present in the duct. Duct smoke detectors shall be connected to the building's fire alarm control unit where a fire alarm system is required by Section 907.2 or when a dedicated function alarm panel exists. Activation of a duct smoke detector shall initiate a visible and audible supervisory signal at a *constantly attended location* and shall perform the intended fire safety function in accordance with this code and the International Mechanical Code. In facilities that are required to be monitored by a supervising station, duct smoke detectors shall report only as a supervisory signal and not as a fire alarm. They shall not be used as a substitute for required open area detection.

Exceptions:

1. The supervisory signal at a *constantly attended location* is required where duct smoke detectors activate the building's alarm notification appliances.
2. In occupancies not required to be equipped with a fire alarm system or a dedicated function alarm system, actuation of a smoke detector shall activate a visible or

audible signal in an approved location and shall be identified as air duct detector trouble.

ADD:

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

ADD:

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed so that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed so that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of a four-foot horizontal and one-foot vertical separation between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

Amend (DELETE all exceptions):

907.6.3 Initiating device identification. The fire alarm system shall identify the specific initiating device address, location, device type, floor level where applicable and status including indication of normal, alarm, trouble and supervisory status, as appropriate.

Amend:

907.6.6 Monitoring. Fire alarm systems required by this chapter or by the International Building Code shall be monitored by an approved supervising station in accordance with NFPA 72. **See 907.6.3 for the required information transmitted to the supervising station.**

1. Single- and multiple-station smoke alarms required by Section 907.2.11.
2. Smoke detectors in Group I-3 occupancies.
3. Automatic sprinkler systems in one- and two-family dwellings.

Amend:

910.2 Where required. Smoke and heat vents or a mechanical smoke removal system shall be installed as required by Sections 910.2.1 and 910.2.2.

Exceptions:

1. Frozen food warehouses used solely for storage of Class I and II commodities where protected by an approved automatic sprinkler system.
2. **Only manual** smoke and heat removal shall not be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. **Automatic smoke and heat removal is prohibited.**

3. Only manual smoke and heat removal shall not be required in areas of buildings equipped with control mode special application sprinklers with a response time index of 50 (m*S) 1/2 or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

ADD:

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m2) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

Amend (remove term "manual"):

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m2 per 0.4719 m3/s) of smoke exhaust.

ADD:

912.1.2 Fire Department Connection Specifications. Sprinkler system and standpipe fire department hose connections shall be as follows:

1. Fire Department Connections shall be a 5 inch (127 mm) "Storz" connection.
2. The 5-inch (127 mm) "Storz" inlet shall be installed on a 30-degree elbow, angle pointing down.
3. Located no more than 30 feet (12,192 mm) from a public street, approved fire lane, or access Roadway.
4. Within 100 feet of an approved fire hydrant measured as the hose would be laid along a fire department apparatus roadway.
5. Minimum 30-inches (762 mm) at lowest point above finished grade and a maximum of 4-feet above finished grade measured from the bottom of the 5-inch (127 mm) "Storz" inlet
6. The Fire Code Official shall approve the location of freestanding fire department connections (remote connections). Freestanding FDC's must be

physically protected against impact per the requirements of Section 312 and the clearance space required by Section 912.4.2.

7. Fire department connections for Group H occupancies will be freestanding (remote connections) and located as determined by the Fire Code Official.

Amend:

912.2.2 Existing Buildings. On existing buildings, wherever the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such sign shall be a red 12-inch (305 mm) by 12-inch (305 mm), all weather sign with 2-inch (51 mm) white lettering, stating "FDC." The sign shall be mounted no less than 4-feet above the FDC connection, providing an unobstructed view from the fire department access roadway, to include consideration to future vegetative growth. If needed, an arrow can be used to indicate the location of the FDC. Such sign shall be subject to the approval of the Fire Code Official.

ADD:

912.2.3 Hydrant Distance. An approved fire hydrant must be within 100 feet of the fire department connection. The measurement method must follow an unobstructed path from the fire department access, meandering as a hose would lay.

ADD:

912.5.1 Fire Department Connection Signage. All FDC signage shall be made of all-weather material, red 12-inch (305 mm) by 12-inch (305 mm), with 2 inch (51 mm) white lettering, stating "FDC." The sign shall be mounted no less than 4 feet above the FDC connection, providing an unobstructed view from the fire department access roadway, to include consideration to future vegetative growth. Existing buildings shall comply with Section 912.2.2.

Amend:

913.2.1 Protection of fire pump rooms. Rooms where fire pumps are located shall be separated from all other areas of the building in accordance with Section 913.2.1 of the International Building Code.

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 feet in width and 6 feet 8 inches in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code

official. Access keys shall be provided in the key box as required by Section 506.1.

Amend (DELETE #4):

913.4 Valve supervision. Where provided, the fire pump suction, discharge and bypass valves, and isolation valves on the backflow prevention device or assembly shall be supervised open by one of the following methods:

1. Central-station, proprietary or remote-station signaling service.
2. Local signaling service that will cause the sounding of an audible signal at a *constantly attended* location
3. Locking valves open.

Amend:

915.1.1 Where Required. Carbon monoxide detection shall be provided in Group I-1, I-2, I-4, and R occupancies, **in Group B fire areas containing an animal housing or care facility**, and in classrooms in Group E occupancies in the locations specified in Section 915.2 where any of the conditions in Section 915.1.2 through 915.1.6 exist.

Exceptions:

1. **Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where there are no communicating openings between the fuel-burning appliance or fuel burning fireplace and the dwelling unit, sleeping unit, room of animal housing or care facility where animals are housed or cared for, or classroom.**
2. **Carbon monoxide detection shall not be required in dwelling units, sleeping units, animal housing or care facilities where animals are housed or cared for, and classrooms where carbon monoxide detection is provided in one of the following locations:**
 - a. **In an approved location between the fuel-burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit, animal housing or care facilities where animals are housed or cared for, or a classroom.**
 - b. **On the ceiling of the room containing the fuel-burning appliance or fuel-burning fireplace.**

Amend:

915.1.2 Fuel-burning appliances and fuel-burning fireplaces. Carbon monoxide detection shall be provided in dwelling units, sleeping units, **rooms of animal housing or care facilities where animals are housed or cared for**, and classrooms that contain a fuel-burning appliance or a fuel-burning fireplace.

Amend:

915.1.3 Forced-air furnaces. Carbon monoxide detection shall be provided in dwelling units, sleeping units, **rooms of animal housing or care facilities where animals are housed or cared for**, and classrooms served by a fuel-burning, forced-air furnace.

Exception: Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where carbon monoxide detection is provided in the first room or area served by each main duct leaving the furnace, and the carbon monoxide alarm signals are automatically transmitted to an approved location.

Amend:

915.1.4. Fuel-burning appliances outside of dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms.

Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms located in buildings that contain fuel-burning appliances or fuel-burning fireplaces.

Exceptions:

1. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where there are no communicating openings between the fuel-burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit, rooms of the animal housing or care facility where animals are housed or cared for, or classroom.
2. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms where carbon monoxide detection is provided in one of the following locations:
 - 2.1 In an approved location between the fuel-burning appliance or fuel-burning fireplace and the dwelling unit, sleeping unit, rooms of the animal housing or care facility where animals are housed or cared for, or a classroom.
 - 2.2 On the ceiling of the room containing the fuel-burning appliance or fuel-burning fireplace.

Amend:

915.1.5 Private garages. Carbon monoxide detection shall be provided in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms in buildings with attached private garages.

Exceptions:

1. Carbon monoxide detection shall not be required where there are no communicating openings between the private garage and the dwelling unit, sleeping unit, rooms of the animal housing or care facility where animals are housed or cared for, or classroom.

2. Carbon monoxide detection shall not be required in dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, and classrooms located more than one story above or below a private garage.
3. Carbon monoxide detection shall not be required where the private garage connects to the building through an open-ended corridor.
4. Where carbon monoxide detection is provided in an approved location between openings to a private garage and dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, or classrooms, carbon monoxide detection shall not be required in the dwelling units, sleeping units, rooms of animal housing or care facilities where animals are housed or cared for, or classrooms.

Amend:

915.3 Carbon Monoxide Detection. Carbon monoxide detection required by Sections 915.1 through 915.2.3 shall be provided by carbon monoxide alarms complying with Section 915.4 or carbon monoxide detection systems complying with Section 915.5. Electronically supervised carbon monoxide detection systems complying with Section 915.5, shall be provided in Group B fire areas containing an animal housing or care facility where animals are not provided with constant supervision.

Amend:

[BE] 1008.3.3 Rooms and spaces. In the event of power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. Electrical equipment rooms.
2. *Fire command centers.*
3. Fire pump rooms.
4. **Sprinkler riser rooms**
5. Generator rooms.
6. Public restrooms with an area greater than 300 square feet (27.87 m²).

Amend:

[BE] 1009.8 Two-way communication. A two-way communication system complying with Sections 1009.8.1 and 1009.8.2 shall be provided at the landing serving each elevator or bank of elevators on each accessible floor that is one or more stories above or below the *level of exit discharge*.

Exceptions:

1. Two-way communication systems are not required at the landing serving each elevator or bank of elevators where the two-way communication system is provided within *areas of refuge* in accordance with Section 1009.6.5.
2. Two-way communication systems are not required on floors provided with *ramps* conforming to the provisions of Section 1012.

3. Two-way communication systems are not required at the landings serving only service elevators that are not designated as part of the *accessible means of egress* or serve as part of the required *accessible route* into a facility.
4. Two-way communication systems are not required at the landings serving only freight elevators.
5. Two-way communication systems are not required at the landing serving a private residence elevator.
6. Two-way communication systems are not required in Group I-2 or I-3 facilities.
7. **Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.**

ADD:

1103.1.2 Group B Animal Housing or Care Facilities. Group B occupancies used for the purpose of animal housing or care facilities shall have interior wall and ceiling finishes that comply with table 803.3 in Chapter 8.

Amend:

1032.2 Reliability. Required *exit accesses*, *exits* and *exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency. An *exit* or *exit passageway* shall not be used for any purpose that interferes with a means of egress.

Amend:

1103.3 Existing elevators. In other than Group R-3, existing elevators, escalators and moving walks shall comply with the requirements of Sections 1103.3.1 and 1103.3.2. **Provide emergency signage as required by Section 604.4.**

ADD:

1103.5.6 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

Amend:

1103.7 Fire alarm systems. An *approved* fire alarm system shall be installed in existing buildings and structures in accordance with Sections 1103.7.1 through 1103.**8.1** and provide occupant notification in accordance with Section 907.5 unless other requirements are provided by other sections of this code.

Exception: Occupancies with an existing, previously *approved* fire alarm system.

ADD:

1103.7.7 Animal housing or care facilities. An electronically supervised automatic smoke detection system complying with section 907.2.2.2 shall be installed in all fire areas containing an existing Group B Animal housing or care facility without constant supervision.

ADD:

1103.7.8 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

ADD:

1103.7.8.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

Amend:

1103.9 Carbon Monoxide Detection. Carbon Monoxide detection shall be installed in existing Group I-1, I-2, I-4 and R occupancies, **in Group B fire areas containing animal housing or care facilities or** in classrooms in Group E occupancies where those units include any of the conditions identified in Sections 915.1.2 through 915.1.6. The carbon monoxide alarms shall be installed in the locations specified in Section 915.2 and the installation shall be in accordance with Sections **915.3 and** 915.4.

Exception: A carbon monoxide detection system in accordance with Section 915.5 shall be an acceptable alternative to carbon monoxide alarms.

DELETE:

2401.2 Nonapplicability. **{DELETE in its entirety}**

Amend:

5703.6 Piping systems. Piping systems, and their component parts, for flammable and combustible liquids shall be in accordance with Sections 5703.6.1 through 5703.6.11. **An approved method of secondary containment shall be provided for underground tank and piping systems.**

Amend:

5704.2.11.4 Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An approved method of secondary containment shall be provided for underground tank and piping systems.

Amend:

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an *approved* method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

ADD:

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 4-inches (101.5 mm) in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12-inches (305 mm) below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet (3 048 mm) of the tank excavation and one every 50 feet (15 240 mm) routed along product lines towards the dispensers, a minimum of two are required.

Amend:

5707.4 Mobile fueling areas. During fueling, the mobile fueling vehicle and point of connection to the vehicle shall not be located on public streets, *public ways* or inside *buildings*. Fueling on the roof level of parking structures or other *buildings* is prohibited. Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

ADD:

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

Amend:

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with Section 312.

Amend:

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

Amend:

D103.3 Turning Radius. The minimum turning radius shall not be less than 25 feet (7 620 mm) inside or 50 feet (15 240 mm) outside.

Exception: Radius less than 25 feet (7 620 mm) inside or 50 feet (15 240 mm) outside as approved by the fire code official.

ADD:

D103.7 Driveways. Driveways providing access to dwelling units exceeding 150 feet (45 720 mm) in length shall provide a minimum unobstructed width of 14 feet (4267mm) and a minimum unobstructed height of 12 feet (3 657 mm). Driveways exceeding 150 feet (45 720 mm) in length shall be provided with turnarounds as approved by the fire code official. Driveways exceeding 200 feet (60 960 mm) in length and less than 20 feet (6096 mm) in width shall be provided with turnouts in addition to turnarounds. A single driveway shall not serve greater than five dwelling units. Driveway turnouts must be placed according to the requirements set by the fire code official.

Amend:

D104.2 Buildings, Facilities, and Shopping Centers exceeding 62,000 square feet in gross building fire area. Buildings, or facilities, and shopping centers having a gross building fire area of more than 62,000 square feet (5760m) shall be provided with two separate and *approved* fire apparatus access roads.

Amend:

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

Amend:

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses or as otherwise approved by the fire code official. The fire code official retains the authority to assess site-related factors such as the overall site configuration, topography, waterways, nonnegotiable grades, and other similar

challenges, considering that the hardship from which relief is sought is not solely economic.

Exception: Where it is geographically impossible to be one-half of the maximum overall diagonal dimension apart, the secondary access road will be evaluated based on meeting the following conditions:

1. The two separate fire apparatus access roads must be separated as far as lawfully and reasonably permitted.
2. The two separate access points must be a minimum of 150 feet (45 720 mm) apart, measured in a straight line between accesses.
3. The two separate access points are allowed to share a common path of travel within the site only when blockage in any one area of this path does not block access from both the primary and secondary access simultaneously. Each of the two separate fire apparatus roads shall meet the requirements of the 2021 IFC, section 503, Fire Apparatus Access Roads.

Amend:

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses or as otherwise approved by the fire code official. The fire code official retains the authority to assess site-related factors such as the overall site configuration, topography, waterways, nonnegotiable grades, and other similar challenges, considering that the hardship from which relief is sought is not solely economic.

Section 3. That the **geographical limits** referred to in certain sections of the **2021** International Fire Code are hereby established as follows:

5704.2.9.6.1 Locations where above-ground tanks are prohibited. Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the boundaries of the City of Leander, where the storage is prohibited or restricted throughout this Code and associated laws, ordinances, and local amendments.

5706.2.4.4 Locations where above-ground tanks are prohibited. The storage of Class I and II liquids in above-ground tanks is prohibited within the boundaries of the City of Leander, where the storage is prohibited or restricted throughout this Code and associated laws, ordinances, and local amendments.

5806.2 Limitations. Storage of flammable *cryogenic fluids* in stationary containers outside of buildings is prohibited within the boundaries of the City of Leander, where the storage is prohibited or restricted throughout this Code and associated laws, ordinances, and local amendments.

6104.2 Maximum capacity within established limits. Within the limits established by law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570 L) **within the boundaries of the City of Leander in which the storage is prohibited or restricted throughout this Code and associated laws, ordinances and local amendments.**

Section 4. Amendment of Conflicting Ordinances. All City ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein are hereby amended to the extent of such conflict, including but not limited to **Ordinance No. 15-042-00**. This Ordinance shall amend Article 5.03, City of Leander Code of Ordinances (the “Code”), in its entirety, and the contents of this Ordinance shall appear in Article 5.03 of the Code. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 5. That if any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The **CITY COUNCIL** hereby declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

Section 6. That nothing in this ordinance or the Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby amended as cited in Section 4 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 7. This ordinance and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect on **July 1, 2025**.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ARTICLE 3.03 OF THE CODE OF ORDINANCES TO ADOPT THE 2021 SERIES OF INTERNATIONAL CODES AND SELECTED APPENDICES WITH LOCAL AMENDMENTS TO SAID CODES; PROVIDING A SEVERABILITY, SAVING CLAUSE, CONFLICTING ORDINANCES CLAUSE, SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

Whereas, the public health, safety and welfare, require the adoption and enforcement of codes governing the issuance of permits for, inspection and completion of construction, plumbing, electrical work and buildings within the City of Leander, Texas; and

Whereas, the public health, safety and welfare will be served by updating certain codes heretofore adopted by the City;

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

SECTION 1. Finding of Fact. The above and forgoing recitals are hereby found to be true and correct and are incorporation herein as finding of fact. The City Council hereby further finds and determines that the rules, regulations, terms, conditions, provisions and requirements of this ordinance are reasonable and necessary to protect the public health, safety and quality of life.

SECTION 2. Amendment of Section 3.03.001. Section 3.03.001 of the City of Leander Code of Ordinances (the “Code”) is hereby amended in its entirety to read as follows:

Sec. 3.03.001. Schedule of adopted codes; general amendments.

- (a) *Codes adopted.* The international codes listed in the following codes schedule are adopted and of which not less than one copy has been and is now filed in the office of the city secretary. In the event a conflict is deemed to exist between said code as adopted and the other provisions of this article, the latter provisions shall be construed as controlling and taking priority over the former. Any codes referenced therein are not adopted hereby unless specifically adopted. The following codes are hereby adopted and incorporated as fully as if set out at length in this article, and the provisions of such code shall be controlling on all premises, including but not limited to, all buildings thereon, within the corporate limits of the city.
- (1) 2021 International Building Code and local amendments.
(A) Excluding appendices “H”, “L,” “M,” and “P”.
 - (2) 2021 International Plumbing Code and local amendments.
 - (3) 2021 International Mechanical Code and local amendments.
 - (4) 2021 International Fuel Gas Code and local amendments.
 - (5) 2023 National Electrical Code and local amendments.

- (6) 2021 International Residential Code and local amendments.
 - (A) Excluding appendices “AD,” “AF,” “AI,” “AL,” “AM,” “AO,” and “AQ” – “AX.”
- (7) 2021 Existing Building Code and local amendments.
- (8) 2021 Property Maintenance Code and local amendments.
- (9) 2021 International Energy Conservation Code and local amendments.
- (10) 2021 International Swimming Pool and Spa Code
 - (A) To the extent any provision of the 2021 International Swimming Pool and Spa Code conflicts with a state law or a regulation on pool operation and management, water quality, safety standards unrelated to design and construction, signage or enclosures, the State law or regulation controls.
- (b) *General amendments.* General amendments applicable to all of the codes are as follows:
 - (1) The fee schedule as adopted by the city supersedes any fees notated in the codes.
 - (2) Any person who shall continue any work after having been served with a stop-work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be in violation of this Code. Violations of this Code shall constitute a misdemeanor offense in accordance with section 1.01.009 of this Code of Ordinances and shall be punishable by a fine not to exceed \$2,000.00.

Secs. 3.03.002 – 3.03.030. – Reserved.

SECTION 3. Amendment of Section 3.03.031 through 3.03.034. Section 3.03.031 through 3.03.34 of the Code is hereby amended in its entirety to read as follows:

DIVISION 2. BUILDING CODE, RESIDENTIAL CODE AND EXISTING BUILDING CODE

Sec. 3.03.031. Building code adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Building Code, 2021 edition, including all appendix chapters, published by the International Code Council, is hereby adopted as the building code of the city establishing the minimum regulations governing the additions and maintenance of all property, buildings and structures not otherwise governed by section 3.03.033 herein; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures; and each and all of the regulations, provisions, conditions and terms of such International Building Code, 2021 edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this division.

Sec. 3.03.032. Building code amendments.

The International Building Code is amended as follows:

- (1) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the City of Leander, Texas.
- (2) Section 109 - No schedule needed.
- (3) All reference to insulation or thermo-ply, for use as a draft stop or fire stop is deleted. The use of these materials as a draft stop or fire stop is prohibited.
- (4) Guard rails are required for any wall greater than 48 inches in height, retaining or otherwise, with a walkable surface to the wall. Slopes greater than 3:1 are not considered to be walkable. A temporary guard rail may be required to be maintained during construction.

Sec. 3.03.033. Residential code adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Residential Code for One- and Two-Family Dwellings,-2021 edition, including all appendix chapters, published by the International Code Council, is hereby adopted as the residential building code of the city regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of one- and two-family dwellings and townhouses in the city; providing for the issuance of permits and collection of fees; and each and all of the regulations, provisions, conditions and terms of such International Residential Code for One- and Two-Family Dwellings, 2021 edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this division.

Sec. 3.03.034. Residential code amendments.

- (1) The International Residential Code for One- and Two-Family Dwellings is amended as follows:
 - (A) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the City of Leander, Texas.
- (2) Table R301.2(1). Design Criteria.
 - (A) Ground snow load - 0 to 5.
 - (B) Wind design - 115 miles per hour (no special topographical effect).
 - (C) Seismic design category - A.
 - (D) Weathering - Negligible.
 - (E) Frost line depth - less than 6 inches.
 - (F) Termites - Moderate.
 - (G) Winter design temperature - 32 degrees.
 - (H) Summer design temperature - 90 degrees - Hot and Humid environment.
 - (I) Flood Hazard - Current FEMA maps J. Mean Annual Temperature - 70 degrees.
 - (J) Rainfall - 4.25 inches per hour, 100 year.
- (3) Section R311.1. Means of Egress.
 - (A) 311.1(a) Front door shall be a minimum of 36 inches wide and 78 inches tall.

- (B) Window seats may count as the finished floor height only where a window sill cannot feasibly be below 44" for egress, due to first floor encroachment below the window.
- (4) Section P2904 is deleted. Refer to section 3.03.041 of the Code of Ordinances.
- (5) Section P3114 - The building official may approved the use of air admittance valves as a vent of last resort.
- (6) Part VIII Electrical is deleted in its entirety. Electrical systems shall be installed under the 2023 National Electrical Code and local amendments.

SECTION 4. Amendment of Section 3.03.036. Section 3.03.036 of the Code is hereby amended in its entirety to read as follows:

Sec. 3.03.036. Existing building code adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Existing Building Code, 2021 edition, including all appendix chapters, published by the International Code Council, is hereby adopted as a building code of the city regulating and controlling the requirements for improving and upgrading existing buildings in the city to conserve resources and building history while achieving appropriate levels of safety; providing for the issuance of permits and collection of fees; and each and all of the regulations, provisions, conditions and terms of such International Existing Building Code, 2021 edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this division.

SECTION 5. Amendment of Section 3.03.042. Section 3.03.042 of the Code is hereby amended in its entirety to read as follows:

Sec. 3.03.042. Swimming pool enclosures.

- (a) Swimming Pool Enclosures must meet the following standards:
 - (1) The height of the pool yard enclosure must be at least 48 inches as measured from the ground on the side away from the pool.
 - (2) Openings under the pool yard enclosure may not allow a sphere four inches in diameter to pass under the pool yard enclosure.
 - (3) If the pool yard enclosure is constructed with horizontal and vertical members and the distance between the tops of the horizontal members is at least 45 inches, the openings may not allow a sphere four inches in diameter to pass through the enclosure.
 - (4) If the pool yard enclosure is constructed with horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the openings may not allow a sphere 1-3/4 inches in diameter to pass through the enclosure.
 - (5) The use of chain link fencing materials is prohibited entirely for a new pool yard enclosure that is constructed after January 1, 1994. The use of diagonal fencing members that are lower than 49 inches above the ground is prohibited for a new pool yard enclosure that is constructed after January 1, 1994.
 - (6) Decorative designs or cutouts on or in the pool yard enclosure may not contain any openings greater than 1-3/4 inches in any direction.

- (7) Indentations or protrusions in a solid pool yard enclosure without any openings may not be greater than normal construction tolerances and tooled masonry joints on the side away from the pool.
- (8) Permanent equipment or structures may not be constructed or placed in a manner that makes them readily available for climbing over the pool yard enclosure.
- (9) The wall of a building may be part of the pool yard enclosure only if the doors and windows in the wall comply with Sections 757.006 and 757.007 of the Texas Health and Safety Code.
- (10) The owner of a multiunit rental complex with a pool or a property owners association that owns, controls, or maintains a pool is not required to:
 - (A) build a pool yard enclosure at specified locations or distances from the pool other than distances for minimum walkways around the pool; or
 - (B) conform secondary pool yard enclosures, located inside or outside the primary pool yard enclosure, to the requirements of this chapter.

State law reference—Swimming pool enclosures, V.T.C.A., Local Government Code § 214.101 et seq.; pool yard enclosure for multiunit rental complex, property owners' association, etc., V.T.C.A., Health and Safety Code ch. 757.

SECTION 6. Amendment of Section 3.03.102. Section 3.03.102 of the Code is hereby amended in its entirety to read as follows:

DIVISION 3. PLUMBING

Part I. In General

Sec. 3.03.102. Plumbing inspector.

- (a) *Position created.* There is hereby created the position of plumbing inspector, who shall be employed by the city.
- (b) *Qualifications.* The plumbing inspector shall be licensed under the Texas State Board of Plumbing Examiners.
- (c) *Conflicts of interest.* The plumbing inspector shall not be directly connected in any way with any person directly or indirectly engaged in the business of plumbing or with plumbing suppliers.
- (d) *Duties.* The plumbing inspector shall:
 - (1) Enforce all provisions of this division, and such inspector is hereby granted the authority to enter all buildings within or without the corporate limits of the city when such buildings are connected, or are to be connected, to the municipal water and/or sewers.
 - (2) Prepare or cause to be prepared suitable forms for applications, permits, inspection reports and other such materials.
 - (3) Inspect and test all plumbing work for compliance with this division and its adopted plumbing code, and enforce changing of such installations that do not meet the requirements. It further shall be his duty to see that all persons installing or altering plumbing shall be qualified by state law.

State law reference(s)—Authority to appoint plumbing inspector, V.T.C.A., Local Government Code § 214.011.

SECTION 7. Amendment of Section 3.03.131 through 3.03.180. Section 3.03.131 through 3.03.180 of the Code is hereby amended in its entirety to read as follows:

Part II. Plumbing Code

Sec. 3.03.131. Adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Plumbing Code, 2021 edition, published by the International Code Council, is hereby adopted as the code of the city for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems in the city; providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, condition and terms of such International Plumbing Code, 2021 edition published by the International Code Council, on file in the office of the city secretary, are hereby referred to, adopted and made a part of this section as if fully set out in this division.

Sec. 3.03.132. Amendments.

(a) The International Plumbing Code is amended as follows:

- (1) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the city.
- (2) Section 109 Fee schedule: Refer to appendix A, fee schedule
- (3) P2503.5.1 Rough plumbing - Shall be amended to add the following to the existing text: When weather conditions make it impractical to test tightness of joints in a drainage system using a water test, the system may be tested with air at a pressure between 3 and 5 psig for a period of no less than 10 minutes. Test gauge type shall be Grade/Class 1A diaphragm. In all other instances, testing shall be per section P2503. Air testing shall only be permitted on piping systems utilizing materials that are rated for pressures consistent with these testing requirements or otherwise expressly permitted by the manufacturer.

Secs. 3.03.133—3.03.180. Reserved.

SECTION 8. Amendment of Section 3.03.181. Section 3.03.181 of the Code is hereby amended in its entirety to read as follows:

DIVISION 4. PRIVATE SEWAGE DISPOSAL CODE

Sec. 3.03.181. Adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Private Sewage Disposal Code, 2017 edition, published by the International Code Council, is hereby adopted as the code of the city for regulating the design, installation, and inspection of private sewage disposal systems in the

city, and providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, conditions and terms of such International Private Sewage Disposal Code, 2017 edition, published by the International Code Council, on file in the office of the city secretary, are hereby referred to, adopted and made a part of this section as if fully set out in this division.

SECTION 9. Amendment of Section 3.03.271 through 3.03.273. Section 3.03.271 through 3.03.273 of the Code is hereby amended in its entirety to read as follows:

Part II. Electrical Codes

Sec. 3.03.271. National electrical code adopted.

There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction, alteration, removal and maintenance of electrical wiring and apparatus, including permits and penalties, that certain electrical code known as the National Electrical Code of the National Fire Protection Association, being particularly the 2023 edition of the National Electrical Code and the whole thereof, save and except such portions as are hereafter deleted, modified or amended, of which no less than one copy has been and now is filed in the office of the city secretary. Such code is hereby adopted and incorporated as fully as if set out at length in this section, and the provisions of such code shall be controlling in the construction, alteration, maintenance or removal of all electrical wiring and apparatus within the corporate limits of the city.

Sec. 3.03.272. Amendments to national electrical code.

The National Electrical Code is amended as follows:

- (a) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the city.
- (b) Fee schedule: Refer to appendix A, fee schedule.
- (c) Concrete encased electrodes in section 250-52 is the preferred grounding method in rocky soils with the city limits.
- (d) Smoke detectors are required in media rooms without windows or egress to the exterior.

Sec. 3.03.273. International electrical code adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Electrical Code, 2023 edition, published by the International Code Council, is hereby adopted as the code of the city for regulating the design, construction, installation, alteration, repairs, relocation, replacement, addition to, quality of materials, location, operation, use or maintenance of electrical systems and equipment in the city, and providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, conditions and terms of such International Electric Code, 2023 edition, published by the International Code Council, on file in the office of the city secretary, are hereby referred to, adopted and made a part of this section as if fully set out in this division.

SECTION 10. Amendment of Section 3.03.351. Section 3.03.351 of the Code is hereby amended in its entirety to read as follows:

DIVISION 6. MECHANICAL CODE

Sec. 3.03.351. Adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Mechanical Code, 2021 edition, published by the International Code Council, is hereby adopted as the mechanical code of the city for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of heating, ventilating, cooling, refrigeration systems, incinerators or other miscellaneous heat-producing appliances in the city; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Mechanical Code, 2021 edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this article.

Sec. 3.03.352. Amendments.

The International Mechanical Code is amended as follows:

- (e) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the City of Leander, Texas.
- (f) Section 109, Fee schedule.
- (g) Section 115 Offenses under this Code, including penalties and notice, shall be in compliance with article 1 herein [article 3.01 of the Code of Ordinances].
- (h) Section 115.5. Any person who shall continue any work in or about the structure after having been served with a stop-work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$200.00 or more than \$2,000.00.
- (i) Water sensors in A/C pans in lieu of secondary drain line not allowed, unless no other method is feasible.
- (j) Semi rigid piping for the fireplace fresh air intake is required. Piping is to be UL 181 Listed material.
- (k) Pull down ladders are required for attic access if the equipment is in the attic, and the ceiling height is greater than 8 feet from finished floor.

SECTION 12. Amendment of Section 3.03.401. Section 3.03.401 of the Code is hereby amended in its entirety to read as follows:

DIVISION 7. FUEL GAS CODE

Sec. 3.03.401. Adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Fuel Gas Code, 2021 edition, published by the International Code Council, is hereby adopted as the fuel gas code of the

city for the control of building and structures as provided; and each and all of the regulations, provisions, conditions and terms of such International Fuel Gas Code, 2021 edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this division.

SECTION 13. Amendment of Section 3.03.451 through 3.03.452. Section 3.03.451 through 3.03.452 of the Code is hereby amended in its entirety to read as follows:

DIVISION 8. ENERGY CONSERVATION CODE

Sec. 3.03.451. Adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Energy Conservation Code, 2021 edition, published by the International Code Council, is hereby adopted as the energy code of the city for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of the building envelope, mechanical lighting and power systems of the city and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, conditions and terms of such International Energy Conservation Code, ~~2015~~ 2021 edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this division.

Sec. 3.03.452. Amendments.

(a) The International Energy Conservation Code is amended as follows:

- (1) Each reference to "jurisdiction" or location for insertion of name of jurisdiction shall mean the City of Leander, Texas.
- (2) Section 104.2 Fee schedule.
- (3) Section 115 Offenses under this Code, including penalties and notice, shall be in compliance with article 1 herein [article 3.01 of the Code of Ordinances].
- (4) Section 115.5. Any person who shall continue any work in or about the structure after having been served with a stop-work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$200.00 or more than \$2,000.00.

SECTION 14. Amendment of Section 3.03.501 through 3.03.502. Section 3.03.501 through 3.03.502 of the Code is hereby amended in its entirety to read as follows:

DIVISION 9. PROPERTY MAINTENANCE CODE

Sec. 3.03.501. Adopted.

That certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Property Maintenance Code, **2021** edition, published by the International Code Council, is hereby adopted as the property maintenance code of the city for the control of building and structures as

provided; and each and all of the regulations, provisions, conditions and terms of such International Property Maintenance Code, **2021** edition, published by the International Code Council, on file in the office of the city secretary are hereby referred to, adopted and made a part of this section as if fully set out in this division.

Sec. 3.03.502. Amendments.

The International Property Maintenance Code is amended as follows:

Insert:

[A] **101.1 Title.** These regulations shall be known as the International Property Maintenance Code of the **CITY OF LEANDER, TEXAS**, hereafter referred to as “this code”.

Amend:

[A] **102.3 Purpose.** Repairs, additions, or alterations to a structure, or changes of occupancy, shall be done in accordance with **the procedures and provisions of the ordinances and codes as adopted by the City of Leander. Nothing in the Code shall be construed to cancel, modify, or set aside any provision of the City of Leander Subdivisions or Zoning Ordinances.**

Delete:

103 Code Compliance Agency. *Delete this section in its entirety.*

Delete:

104 Fees. *Delete this section in its entirety.*

Amend:

[A] **105.7 Liability.** The code official, member of the board of **adjustment**, or employee charged with the enforcement of this code, while acting for the jurisdiction, in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered civilly or criminally liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act or by reason of an act or omission in the discharge of official duties.

Amend:

[A] **107.1 General.** In order to hear and decide appeals of orders, decisions, or determinations made by the code official relative to the application and interpretation of this code, **the City's board of adjustments shall serve and act as the board of appeals under this Code, as adopted by ordinance.**

Delete:

[A] **107.2 Limitations of authority.** *Delete this section in its entirety.*

Delete:

107.3 Qualifications. *Delete this section in its entirety.*

Delete:

107.4 Administration. *Delete this section in its entirety.*

Delete:

108 Board of Appeals. *Delete this section in its entirety.*

Amend:

[A]**109.4 Violation penalties.** Any person who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the limits provided by the City of Leander ordinances, state or local laws. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

ADD:

301.4, Unlawful Structures. It is an offense for an owner, owner's representative, occupant or person with care, custody or control of property to erect, alter or maintain an unlawful structure, as described in subsection 111.1.4 of this ordinance, upon said property.

ADD:

301.5, Workmanship. It is an offense for an owner, owner's representative, occupant or person with care, custody or control of property to make repairs, maintenance work, alterations or installations that are not performed in a workmanlike manner and installed in accordance with the manufacturer's instructions and intended uses.

Amend:

302.4 Exterior Property Maintenance. Premises and exterior property shall be maintained free from weeds or plant growth in excess of the current limits established by the City of Leander Ordinances. The following conditions shall constitute public health and safety hazards:

- It is an offense for an owner, owner's representative, occupant, or person with care, custody, or control of property to fail to maintain the exterior property as follows:
- Noxious weeds shall be prohibited, as defined by the City of Leander Ordinance Article 6.06. Weeds shall be defined as all rank and uncultivated vegetable growth or matter which is liable to become an unwholesome or decaying mass or breeding place for flies, mosquitoes, or vermin; however, this term shall not include cultivated flowers and gardens.
- Dead or dying trees that adversely affect public health and safety shall be removed.

- Damaged trees that adversely affect public health and safety shall be trimmed to eliminate public health or safety concerns.
- Diseased or insect-infested trees, shrubs, or other vegetation that adversely affect public health and safety shall be removed.
- Exterior property areas and landscaping shall be maintained to minimize property damage and eliminate public safety hazards.
- Trees, shrubs, and all other vegetation shall be maintained to allow a vertical clearance of at least seven (7) feet above the sidewalk surface and fourteen (14) feet above the roadway pavement.
- Trees, shrubs, boulders or other objects located along roadways shall be maintained one (1) foot back from the paved edge and so as to allow a vertical clearance of at least fourteen (14) feet.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 108.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

Amend:

304.14 Insect screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of minimum 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

Amend:

602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 65°F (18°C) in all habitable rooms, bathrooms and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required, provided that the heating system is operating at its full

design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.

Amend:

602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period the spaces are occupied.

Exceptions:

1. Processing, storage, and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

Amend:

111.1 Unsafe conditions. When a structure or condition is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, as defined by the City of Leander Code of Ordinances Article 3.04, such structure(s) or condition shall be subject to the provision in this article for inspection, abatement, and penalties.

Amend:

[F] 704.5 Fire department connection. Where the fire department connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign mounted on the street front or on the side of the building. Such signs shall be subject to the approval of the fire code official.

SECTION 14. Amendment of Section 3.08.014. Section 3.08.014 of the Code is hereby amended in its entirety to read as follows:

ARTICLE 3.08. SIGNS

DIVISION 2. TEMPORARY SIGNS

Sec. 3.08.014. - Promotional event package.

- (a) *General.* A promotion event sign package is a sign package that includes temporary signage used to advertise a specific event. This sign package allows for the use of all temporary sign types with the addition of swooper flags, human signs, and bandit signs.
- (b) *Location.* The signage shall be restricted to a private property and is not permitted in the right-of-way.
- (c) *Time restriction.* The time frame for a promotional event package is two weeks, eight times per calendar year. The periods may be combined.
- (d) *Permit required.* A permit is required for a promotional event package. Each individual sign is not required to have a separate permit.

SECTION 15. Amendment of Section 3.09.005. Section 3.09.005 of the Code is hereby amended in its entirety to read as follows:

ARTICLE 3.09. IRRIGATION SYSTEMS

Sec. 3.09.005. Backflow prevention methods and devices.

- (a) Any irrigation system that is connected to the potable water supply must be connected through a backflow prevention method approved by the state commission on environmental quality (TCEQ). The backflow prevention device must be approved by the American Society of Sanitary Engineers; or the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California; or the Uniform Plumbing Code; or any other laboratory that has equivalent capabilities for both the laboratory and field evaluation of backflow prevention assemblies. The backflow prevention device must be installed in accordance with the laboratory approval standards or, if the approval does not include specific installation information, the manufacturer's current published recommendations.
- (b) If conditions that present a health hazard exist, including injection of chemicals in the irrigation system, one of the following methods must be used to prevent backflow:
 - (1) An air gap may be used if:
 - (A) There is an unobstructed physical separation; and
 - (B) The distance from the lowest point of the water supply outlet to the flood rim of the fixture or assembly into which the outlet discharges is at least one inch or twice the diameter of the water supply outlet, whichever is greater.
 - (2) Reduced pressure principle backflow prevention assemblies may be used if:
 - (A) The device is installed at a minimum of 12 inches above ground in a location that will ensure that the assembly will not be submerged; and
 - (B) Drainage is provided for any water that may be discharged through the assembly relief valve.
 - (3) Pressure vacuum breakers may be used if:
 - (A) No backpressure condition will occur; and
 - (B) The device is installed at a minimum of 12 inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler.
 - (4) Atmospheric vacuum breakers may be used if:
 - (A) No backpressure will be present;
 - (B) There are no shut-off valves downstream from the atmospheric vacuum breaker;
 - (C) The device is installed at a minimum of six inches above any downstream piping and the highest downstream opening. Pop-up sprinklers are measured from the retracted position from the top of the sprinkler;
 - (D) There is no continuous pressure on the supply side of the atmospheric vacuum breaker for more than 12 hours in any 24-hour period; and

- (E) A separate atmospheric vacuum breaker is installed on the discharge side of each irrigation control valve, between the valve and all the emission devices that the valve controls.
- (c) Backflow prevention devices used in applications designated as health hazards must be tested upon installation and annually thereafter.
- (d) If there are no conditions that present a health hazard, double check valve backflow prevention assemblies may be used to prevent backflow if the device is tested upon installation and test cocks are used for testing only.
- (e) If a double check valve is installed below ground:
 - (1) Test cocks must be plugged, except when the double check valve is being tested;
 - (2) Test cock plugs must be threaded, watertight, and made of nonferrous material;
 - (3) There must be a clearance between any fill material and the bottom of the double check valve to allow space for testing and repair; and
 - (4) There must be space on the side of the double check valve to test and repair the double check valve.
- (f) If an existing irrigation system without a backflow prevention assembly requires major maintenance, alteration, repair, or service, the system must be connected to the potable water supply through an approved, properly installed backflow prevention method before any major maintenance, alteration, repair, or service is performed.
- (g) If an irrigation system is connected to a potable water supply through a double check valve, pressure vacuum breaker, or reduced pressure principle backflow assembly and includes an automatic master valve on the system, the automatic master valve must be installed on the discharge side of the backflow prevention assembly.
- (h) The irrigator shall ensure the backflow prevention device is tested by a licensed backflow prevention assembly tester prior to being placed in service and the test results provided to the local water purveyor and the irrigation system's owner or owner's representative within ten business days of testing of the backflow prevention device.
- (i) In the event that the city has adopted more stringent backflow prevention methods and requirements, the more stringent regulations shall control.

SECTION 12. Amendment Of Ordinances. Article 3.03, of the Leander Code of Ordinances is hereby amended as provided herein and all ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the city, the terms and provisions of this ordinance shall govern.

SECTION 13. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting building construction, building codes, fire codes, plumbing codes, mechanical codes, electrical codes and all other codes affected hereby including permit issuance, or contractor registration within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 14. Effective Date. This ordinance after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code shall take effect on July 1, 2025.

SECTION 15. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on the 1st day of May 2025.

Attest:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
5/1/2025

AGENDA SUBJECT:

Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-25-0016 to amend the Comprehensive Plan text to update the Employment Center land use category for the center located to the southwest of the intersection of Hero Way and Ronald W. Reagan Boulevard to create options for horizontal mixed uses and update the Leander Central land use category located to the northeast of the intersection of Hero Way and US 183 to support conventional zoning districts including the GC (General Commercial) and LC (Local Commercial) use components, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-25-0016 as described above.

BACKGROUND:

This request is the final step in the Comprehensive Plan Amendment process. A comprehensive plan is a long-range plan for the city that includes a vision for future development which includes land use, transportation, parkland, utilities, and economic development. This plan provides the foundation for zoning changes and other land use related decisions. The current plan was adopted in 2021 and created a future land use map that identified several land use categories. One of the categories is the Employment Center. The intent of this center is to encourage campus style development and bring employment opportunities to the city. The plan currently includes five (5) Employment Centers.

Staff conducted a workshop with the City Council during the November 21, 2024 meeting to seek feedback regarding the development goals of the city, determination of the appropriate land use mix, connectivity within the Hero Way South Employment Center located to the south of Hero Way and west of Ronald W. Reagan Boulevard, and employment desire in this center future land use category of the Comprehensive Plan. This center is approximately 620 acres in size and is one of the largest opportunities for employment for the city. There is an Activity Center located to the east that is intended to provide regional serving commercial uses as well as a destination with activities, amenities, shopping, and restaurants for the city.

Following the workshop, Staff prepared a proposal to update the text of the Comprehensive Plan to include the following:

1. **LABEL EMPLOYMENT CENTERS:** Labels were added to the five (5) Employment Centers currently identified as part of the future land use map. These labels were added for ease of reference.
2. **CHANGES TO THE HERO WAY SOUTH EMPLOYMENT CENTER:**
3. Remove the language from the “Appropriate Uses” list to clarify that vertical and horizontal mixed-use development is allowed as a secondary use to an employment use in a project.
4. Add a Guidance and Interpretation section for the Hero Way South Employment Center.

To compliment the additional guidance, Staff has drafted an Employment Center Guide to help with drafting PUDs (Planned Unit Developments) within the Hero Way South Employment Center. The Guide provides

example situations where horizontal mixed use would be a support use. It also provides preferred uses, prohibited uses, and preferred land use mixes, along with potential incentives and higher standards.

In addition to the updates to the Hero Way South Employment Center, the amendment includes an update to the Leander Central land use category. The City Council adopted an ordinance to allow applicants to remove their property from the TOD (Transit Oriented Development). This change allows for conventional commercial uses. The update to the Leander Central land use category supports GC (General Commercial) and LC (Local Commercial) use components.

HISTORY/TIMELINE:

04/01/2021 - Adoption of the Comprehensive Plan Update
06/01/2023 - Update to the Comprehensive Plan to update the Transportation Master Plan
01/04/2024 - Update to the Comprehensive Plan and Future Land Use Map
11/21/2024 - City Council Workshop
04/10/2025 - Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

As part of the evaluation of this request, the City Council has the following options:

1. Approve the requested amendment to the Comprehensive Plan;
2. Deny the requested amendment to the Comprehensive Plan; or
3. Approve the requested amendment to the Comprehensive Plan with updates:
 1. Updates may include changes to the text of the Employment Center or Leander Center future land use category guidance.
 2. All interior streets shall be privately owned and maintained; and
 3. All parkland shall be privately owned and maintained.

Staff recommends Option 1 listed above – Approve the requested amendment to the Comprehensive Plan. Staff made this recommendation based on the direction from the City Council regarding the desire to allow horizontal mixed use as a secondary use relating to employment centers and based on recently adopted city council ordinance that allows conventional zoning options for areas within the TOD.

PRESENTER:

Karina Castillo, Planning Manager Development Services

Fiscal Impact

Attachments:

1. CPA-24-0016 Att 1 Employment Center
2. CPA-24-0016 Att 2 Leander Central
3. CPA-24-0016 Att 3 Ordinance
4. CPA-24-0016 Att 4 P & Z Minutes



EMPLOYMENT CENTER



Intent and Character

The Employment Center future land use category is for primary jobs and business in strategic locations. These areas are intended for regional-serving employment in planned campus-like environments for office, research, medical, manufacturing, light industrial, warehouse, and heavy commercial uses. To remain competitive in today's corporate marketplace, contemporary workforce-supporting elements such as amenities, retail and high-density residential are also encouraged in an integrated development pattern.

The Employment Center area is focused on meeting the plan goals of an attractive, high-quality business environment for investors to bring to Leander and grow/diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. **The future land use map includes five Employment Centers - Heritage Grove, Hero Way North, Hero Way South, Hero Way East, and FM 1431 Employment Centers. Horizontal mixed use is only supported in the Hero Way South Employment Center.**

Appropriate Land Use Types

Use	Appropriate Uses
Agricultural	Not appropriate
Residential	High-density residential may be allowed on a limited or conditional basis, as part of a vertical mixed use development, secondary to an employment use(s) in a project. Horizontal mixed use as a secondary use to an employment use(s) is supported in the Hero Way South Employment Center. Design of the high-density should be in urban and not suburban form. Single-family is not appropriate.
Commercial	Commercial retail, office, personal service, and restaurant uses, including drive-throughs. Retail uses are more appropriate for those types of uses which support the employment center but could be considered otherwise based on location and individual circumstances (e.g., at major intersections).
Industrial	Flexible office/warehouse, logistics and distribution centers, data centers, corporate offices and/or campuses, and light manufacturing.
Institutional	Utility and service uses (e.g., electrical substations, fire stations, etc.).
Other	Other uses could be permitted as limited or conditional basis, assuming integration with the design character for the Employment Center area.

Desired Mix*

(Land distribution)

100% Non-Residential

0% Residential

* Desired Mix applies to the first story building footprints.



Professional Office and Retail Strip



Office



Vertical Mixed-Use with Ground Floor Office/Retail

Guidance and Interpretation

The following recommendations should be considered for decision-making for zoning requests, development approvals, and regulatory adjustments:

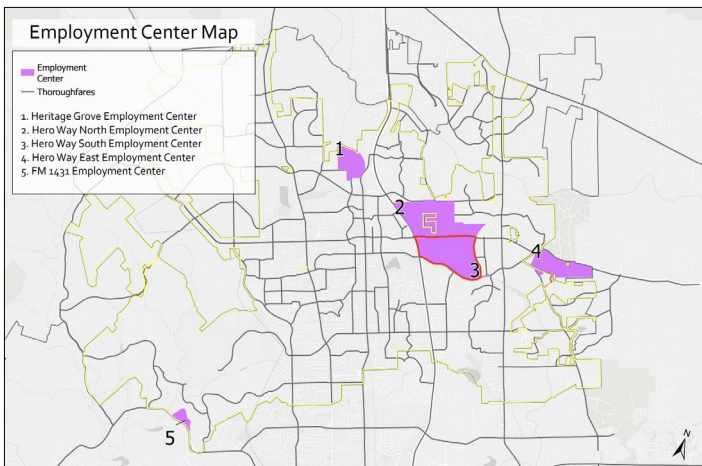
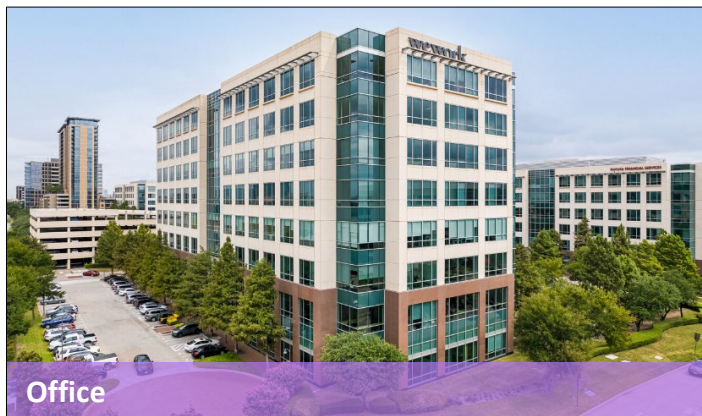
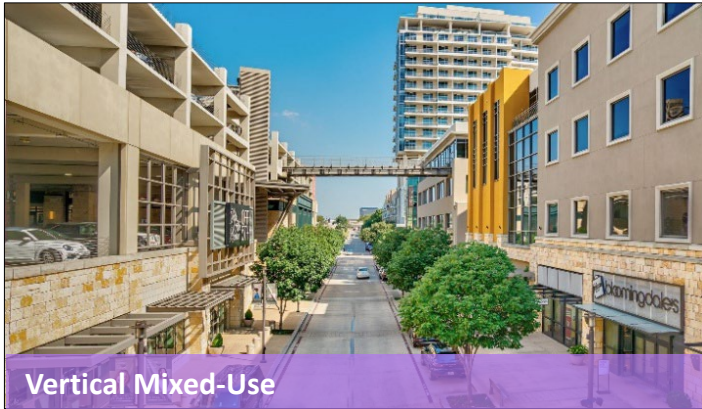
- New non-residential development should be located on and take access from a collector or greater road classification, or an internal road network designed as part of a larger center.
- Areas within this category should adhere to the recommended mix of non-residential and residential, measured by land distribution. This should be interpreted as a broad area distribution and not a project-by-project required mix. Decisions should be made considering broader community goals and market indicators at the time of proposal.
- Landscaping and aesthetic enhancements should be focused along the perimeter, particularly on major streets and highways, to maintain an attractive gateway feeling.
- Heavy commercial and manufacturing uses should not be zoned adjacent to residential-planned or zoned areas. Such commercial users should take access from internal streets, where practical, and separated with transitional zoning districts and substantial buffering from residential.
- Primary Employer is defined as a business and/or industry that produces goods or services for statewide, national, or international markets. The goods and services are exported to consumers outside of the local region, resulting in a stream of new income for the local economy. Common primary employers are manufacturing, medical and technology mixed-use developments.
- Campus-style development is intended for regional-serving, primary employers in a planned, campus-like environment for office, research, medical, manufacturing, light industrial and heavy commercial uses. This development type would typically be seen as a mixed-use planned development primarily consisting of non-residential uses supported by high-density, multi-story residential in an integrated pattern. Defining aspects of the campus style development would include large green space/buffering areas, collaborative spaces/zones, outdoor amenities for both workers and community and walkable sidewalks/bike lanes.

Existing Zoning Suitability

- General Commercial (GC)
- Local Office (LO)
- Planned Unit Development (PUD)
- Heavy Commercial (HC)
- Local Commercial (LC)

Code Assessment Considerations

- Create a "Corporate Campus" zoning district to distinguish the desired office complimentary—from the Local Office district.
- Parking lot and bufferyard landscaping should be used to soften auto-oriented uses and create a suburban character.
- Trucking and loading may be likely, as well as noise and lighting, so appropriate screening and distance are required to ensure compatibility with abutting less intense/dense development areas.
- Review height, setback, and lot coverage restrictions to ensure regulations are not too restrictive that they discourage development.



Guidance and Interpretation for the Hero Way South Employment Center

In addition to the recommendations listed on page 95, the following recommendations should be considered for decision-making for zoning requests, development proposals, and regulatory adjustments for areas located between Hero Way and RM 2243, designated as Employment Center #3:

- New developments should be approved in form of a Planned Unit Development to coincide with the Employment Center Guide – Employment Center #3 (the Guide).
- Development within this area is intended to be developed as campus-style development with Primary Employers, as defined on page 95.
- When residential uses are proposed, they should be intended to be supplemental to the Primary Employer and should not be the primary use. A land use mix will be required to include commercial, green space, and/or residential ratios while providing incentives including alternative density, height, and setbacks, as referenced in the Guide.
- Proposed retail uses should be intended to support the Primary Employers and residential uses within the development and should not be the primary use. These uses may include retail, restaurants, and personal services that are intended to serve both the employees and residents within the development.
- Green space included in the development is intended to serve both the employees and residents of the development. Trails connecting residential, retail, and commercial uses are encouraged throughout the development. Trails that connect to the trails shown on the Transportation Master Plan are preferred. The area that is dedicated as green space within the development may be used as parkland credit for the residential uses. For developments that do not include residential uses, the dedication of green space may result in incentives such as reduced setbacks, as referenced in the Guide.
- Structured parking that is used for both the residential and non-residential uses is encouraged. This area may be considered as residential uses when calculating the area percentages referenced in the Guide. A parking plan for the overall site may be considered to allow for a reduction in minimum parking requirements as a result of shared parking.

Existing Zoning Suitability

- General Commercial (GC)
- Heavy Commercial (HC)
- Local Office (LO)
- Local Commercial (LC)
- Planned Unit Development (PUD) required if horizontal or vertical mixed use is proposed.



LEANDER CENTRAL

Intent and Character

The Leander Central future land use category encompasses the City's future urban center, in close proximity to Leander Station. This area is envisioned to be a very walkable area which encourages a "sense of place" and should represent the most dense, urban form Leander will have. This is a highly activated area with first floor storefronts, employment, dense residential, and entertainment.

Land uses are less distinguishable and less regulated in the urban environment, where the focus is more on form than function. Important characteristics in the central location are building relationship with the street and pedestrian movement, signage, street design, and public gathering places.

This area is envisioned to be developed with an urban character, meaning development requires on-street or structured parking and an emphasis on pedestrian walkability. Vehicular circulation occurs along a grid-based network of complete streets with short blocks and focus on safety and efficient distribution of vehicles, bikes and pedestrians.

Appropriate Land Use Types

Use	Appropriate Uses
Agricultural	Not appropriate
Residential	Urban multi-family (i.e., apartments); townhouses, and mixed-use urban lofts.
Commercial	Most commercial uses are generally appropriate in the Central area, as they are to be integrated into the urban street character and design criteria.
Industrial	Not appropriate
Institutional	Places of public assembly; public recreational uses (e.g., urban plazas and greens); and utility and service uses (e.g., electrical substations, fire stations, etc.).
Other	Other uses could be permitted as limited or conditional basis, assuming an urban character and relationship with the streets.

Desired Mix
(Land distribution)

60-100% Non-Residential
0-40% Residential

Leander Central - Transit Oriented Development (TOD) Relation

Leander's existing TOD zoning district is governed by a development code tool called the SmartCode, which is based upon New Urbanism principals for a designed-based system of varying densities and uses. The goal of the code is to promote traditional pedestrian-oriented communities with neighborhoods and town centers with a mix and integration of residential, commercial and retail uses, something Leander desires near the rail station.

Leander Central closely aligns with the existing zoning boundaries of the TOD zoning district, as amended. The Leander Central Plan is rooted in the idea of being Leander's newly created downtown space, a concept that is in complete alignment with Old Town as a separate, unique and distinct community asset.



Northline Rendering (source NorthlineLeander.com)

Guidance and Interpretation

The following recommendations should be considered for decision-making for zoning requests, development approvals, and regulatory adjustments:

- Development shall not exceed or alter the current lot and block arrangement, and shall be developed with an urban character that follows the performance standards indicative to the larger area, including public spaces and storefront elements. Parking shall be on-street or in off-street public parking lots or garages (with proper facade treatments).
- Residential uses (i.e., apartments) and mixed-use urban lofts help create the density needed to support retail and employment in these environments as long as they follow the current urban character of the area. Minimum parking requirements for these uses is important although a lesser standard can be justified due to the mixed-use environment.
- The main priority for street enhancements is on the pedestrian and preserving the quality of the current street character. As such, on-street parking is preferable to provide a buffer to the traffic lanes, sidewalks, and the planting of street trees in tree wells at the edge of pavement. Outdoor seating and plazas are encouraged to create a street scene and public gathering spaces.
- **The City Council has adopted an ordinance that allows property owners to request to be removed from the TOD (Transit Oriented District) which would allow for the applicant to request conventional zoning.**

Existing Zoning Suitability

- Transects (T4, T5, T6, Civic)
- **General Commercial (GC)**
- **Local Commercial (LC)**

Code Assessment Considerations

- *Retain Smartcode character elements*
- *Review for off-street and on-street parking requirements*
- *Maintain green spaces and shaded streets/sidewalks*
- *Signage conducive to urban character environment*
- *Street design, speeds, and movement conducive to slower pace*
- *Storefront activation design and access*

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE COMPREHENSIVE PLAN TEXT TO UPDATE THE EMPLOYMENT CENTER LAND USE CATEGORY FOR THE CENTER LOCATED TO THE SOUTHWEST OF THE INTERSECTION OF HERO WAY AND RONALD W. REAGAN BOULEVARD TO CREATE OPTIONS FOR HORIZONTAL MIXED USES AND UPDATE THE LEANDER CENTRAL LAND USE CATEGORY LOCATED TO THE NORTHEAST OF THE INTERSECTION OF HERO WAY AND US 183 TO SUPPORT CONVENTIONAL ZONING DISTRICTS INCLUDING THE GC (GENERAL COMMERCIAL) AND LC (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary and reasonable for the public health, safety, morals, and welfare of the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) to provide for and maintain a comprehensive plan for the City in accordance with the City Charter and Chapters 211 and 213 of the Texas Local Government Code;

WHEREAS, the City Council adopted updates to the Comprehensive Plan by Ordinance No. 22-090-00;

WHEREAS, the City Council adopted the Future Land Use Plan set forth in the Comprehensive Plan by Ordinance No. 25-014-00;

WHEREAS, the City Council finds that the adoption of the amendments to the Future Land Use Plan herein promote the public health, safety, morals, and welfare and provide for the orderly development of the City; and

WHEREAS, after review, inquiry and the opportunity for citizen participation at one or more public hearings and review and recommendation by the Planning and Zoning Commission, the City Council approves the amendments to the Comprehensive Plan hereinafter set forth;

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

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

SECTION 2. Amendment of the Comprehensive Plan. The City Council hereby adopts the amendment to the Comprehensive Plan that is attached hereto as Exhibit A. The Comprehensive Plan, as amended, shall be kept in the office of the Planning Department and shall be available for public inspection during normal office hours. Zoning uses, as amended from time to time at the request of the landowner or on motion of the City, shall be amended to be made consistent with the

Comprehensive Plan, as amended. The City may amend the Comprehensive Plan in the discretion of the City Council in accordance with the City Charter and state law to plan for the changing plans of the City.

SECTION 3. Amendment of Conflicting Ordinances. The City of Leander Future Land Use Plan previously adopted by Ordinance No. 22-090-00 and 25-014-00 are hereby amended to the extent of any conflict with Exhibit A. The City of Leander Comprehensive Plan, all ordinances and parts of ordinances, and all resolutions and parts of resolutions in conflict with this Ordinance are amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code, ordinance, or plan of the City, the terms and provisions of this Ordinance shall govern.

SECTION 4. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

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

PASSED AND APPROVED on First Reading this the 1st day of May, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, April 10, 2025
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – Joseph Morales
Place 3 – Vacant
Place 4 – Tara LeDay**

**Place 5 – James Oliver, Chair
Place 6 – Laura Lantrip
Place 7 – Scott Calame, Vice-Chair
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners present except Commissioner Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the April 3, 2025 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda items 6-7.

By: Board Member Calame

Seconded: Board Member LeDay

Vote: 5 - 0

6. Approval of the minutes for meeting held on March 27, 2025.
7. Approval of the extension of the application expiration for Site Development Case SD-23-0144 Grand Lake Plaza; more particularly described by Williamson Central Appraisal District Parcel R514538, commonly known as 2016 Grand Lake Parkway, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing regarding Zoning Case Z-25-0164 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to GC-3-C (General Commercial) on one (1) parcel of land 4.68 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031240; and generally located northwest of the intersection of Ronald W. Reagan Boulevard and E. Crystal Falls Parkway, approximately 250 feet west of the intersection on the northside of E. Crystal Falls Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0164 as described above.

Public Hearing opened at 6:04 p.m.; Public Hearing closed at 6:04 p.m.; following discussion.

No one wished to speak in favor or opposition of the request.

Motion to approve Zoning Case Z-25-0164.

By: Board Member Calame

Seconded: Board Member Lantrip

Vote: 5 - 0

9. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-25-0016 to amend the Comprehensive Plan text to update the Employment Center land use category and update the Leander Central land use category, Leander, Williamson and Travis Counties, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-25-0016 as described above.

Public Hearing opened at 6:19 p.m.; Public Hearing closed 6:19 p.m.; following discussion.

No one wished to speak in favor or opposition of the request.

Motion to approve Comprehensive Plan Case CPA-25-0016.

By: Board Member Calame

Seconded: Board Member LeDay

Vote: 5 - 0

REGULAR AGENDA

10. Adjournment
Meeting adjourned at 6:23 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
5/1/2025

AGENDA SUBJECT:

Discuss and consider action on the Telecommunications Marketing and Master Ground Lease Agreement between the City of Leander and Branch Communications, LLC, for the marketing, leasing, development, and management of telecommunication facilities on City-owned properties; and to authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Branch Communications, LLC (Branch), is a privately-owned national tower development, management and services company. Branch was founded in 2011 after 15 years of wireless tower experience working for Tier 1 Carriers, like ATT, Verizon, and T-Mobile. Branch owns, operates, and manages (for collocation) over 1,250 towers nationally. Additionally, Branch provides full turnkey development and construction management services for third-party carriers. Aside from the actual construction of the tower and regulatory reviews, Branch self-performs all other aspects of the tower life cycle. Branch currently has towers throughout Austin, Dallas-Fort Worth Metroplex, San Antonio, and Houston areas.

In 2024, Branch expressed an interest in building telecommunication towers (or monopole towers) in Leander which would help expand cellular service. Branch would like to work with the City of Leander to build these towers on City-owned properties and lease out space on their towers to cellular carriers. Branch is interested in two (2) sites located at 3850 US 183 and 209 Kauffman Loop in Leander. Branch indicated there is interest from AT&T, Verizon, and T-Mobile to lease space on potential towers at these locations. As Leander continues to grow, Branch would propose any other site locations to expand cellular coverage for the City to consider.

Staff has been working with Branch on a proposed Telecommunications Marketing and Master Ground Lease Agreement. The agreement would allow Branch to conduct marketing, leasing, development, and management of telecommunication facilities on City-owned properties for the purpose of Branch's construction of one or more telecommunication facilities and leasing space on the tower(s) and ground to telecommunication service providers. For each site approved for development, the City and Branch would need to enter into a separate lease agreement to specifically identify the site location and compensation terms. Each lease agreement would be subject to approval by the Leander City Council. The proposed initial term of the agreement is three (3) years and an amendment to the agreement will be required to extend the term before expiration. Branch would be held liable and provide insurance coverage with \$2 million in comprehensive commercial general public liability policy as well as an umbrella policy with a minimum liability of \$25 million.

Branch is proposing a lease payment methodology to the City of Leander for the construction and leasing of space to cellular carriers on telecommunication towers located at City-owned properties. Branch is currently interested in renting space on two (2) City-owned properties to construct telecommunication towers with the potential to expand to three (3) additional towers in the future as the City continues to grow. The lease payment methodology would bring in additional revenue to the City. Branch is initially proposing to provide the City with an upfront payment of \$2,000.00 upon lease execution.

Additionally, Branch is proposing to pay the City:

\$1,250.00 monthly rent plus 1.5% annual rental escalation, and
\$300.00 monthly per carrier.

By using a very conservative approach to forecast future revenue for two (2) telecommunication towers with two (2) carriers each, the City would receive approximately \$653,171.00 in revenue from Branch across 15 years for the two (2) towers. If Branch expands to five (5) towers in the second year, the City would receive approximately \$1.4 million in revenue across 15 years.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff is seeking feedback and direction from the City Council on how to proceed with the proposed Telecommunications Marketing and Master Ground Lease Agreement between the City of Leander and Branch Communications, LLC.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. Telecommunications Marketing and Master Ground Lease Agreement (Draft)

**TELECOMMUNICATIONS MARKETING AND
MASTER GROUND LEASE AGREEMENT**

THIS TELECOMMUNICATIONS MARKETING AND MASTER GROUND LEASE AGREEMENT (this “Agreement”) is dated and effective this ____ day of _____ 20____, by and between the **City of Leander**, a political subdivision of the State of Texas, (“Owner” or “Contractor”), and **Branch Communications, LLC**, an Oklahoma limited liability, and Branch Towers VI, LLC, a Delaware limited liability agreement, its affiliates and or assigns (“Branch”):

WHEREAS, the City of Leander desires to enter into an agreement with Branch for the marketing, leasing, development, and management of telecommunication facilities on the Owner-owned properties listed in **Exhibit A** attached hereto. Additional Owner-owned properties may be made part of this Agreement by an amendment executed by both parties herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the City of Leander and Branch, do hereby agree as follows:

A. Owner and Branch wish to enter into an Agreement by which Owner shall provide Branch with the right to market the Owner-owned properties listed on **Exhibit B** attached hereto and incorporated by reference herein for all purposes (the “Sites”) for the purpose of Branch’s construction of one or more telecommunication facilities thereon and leasing space on the towers(s) and ground to telecommunication service providers. Any such construction and leasing are contingent, however, on Owner granting both a Lease Agreement (“Lease Agreement”) in the form attached hereto as **Exhibit B** to occupy the Owner-owned property and all necessary documents for zoning approvals. The Lease Agreement may be modified as needed by the parties to address the particular properties of each Site.

B. For each Site Leased herein, the Lessor shall be Branch Towers VI, LLC, a Delaware limited liability company, or its affiliates. Branch Communications, LLC and Branch Towers VI, LLC operate under a marketing and management service agreement and are affiliated entities.

C. Nothing in this Agreement shall confer or create any exclusive relationship between the Parties as it pertains to the construction of telecommunication facilities and leasing of space thereon, except for those limitations and/or conditions set forth in paragraph 5.6 of the Agreement.

D. After the date of this Agreement, the Owner will enter into agreed upon site-specific Lease Agreements with Branch in the form provided in **Exhibit B** attached hereto for the installation, operation, and maintenance of telecommunications equipment and facilities at various locations subject to the terms and conditions herein and approvals from the City Council of the City of Leander, Texas.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Market. Based on Recitals A. through D. above, subject to the terms and conditions set forth below, and subject to the terms and conditions of site-specific Lease Agreements, with respect to each Approved Site (as defined in § 17.3 hereof), Branch may market the Owner-owned sites to Approved Carriers (as defined in § 17.2 hereof) for attachment of such Approved Carriers’ equipment. Such marketing may occur before or after Owner grants a site-specific Lease Agreement, but any marketing of a Site before Final Approval of that Site’s Lease Agreement shall be expressly contingent upon Final

Approval of that Lease Agreement. Owner and Branch agree that Branch shall render its services, including but not limited to, identifying, contacting and screening wireless communication companies or business entities whose operations would benefit from utilizing one or more Sites for the installation, utilization, operation and/or maintenance of radio, wireless, and/or satellite communications transmission and receiving antennas, towers and/or equipment in order to use said Site or Sites for radio, wireless and/or satellite communications transmitting and/or receiving location. As further detailed herein, Owner hereby grants Branch the exclusive right and authority to act for the purpose of proactively marketing each Site to procure Approved Carriers to enter into agreements with Branch for Sites covered or to be covered by Memo of Lease Agreements.

2. Master Lease Agreement. The Master Lease Agreement attached hereto in **Exhibit B** shall govern all terms and conditions of each owner-leased property. For each site approved for development, the Owner and Branch shall enter into a separate Lease Agreement to specifically identify the site location and compensation terms as provided herein. Each Lease Agreement is subject to approval by the City Council of the City of Leander, Texas.

3. Term of Agreement.

The term of this Agreement shall be three (3) years ("Initial Term") commencing on the date of this Agreement, subject to any earlier termination as set forth herein (the "Term"). If either party wishes to so extend the Agreement past the initial three (3) years, it shall provide written notice to other party thereof in the final year of the initial term and no later than six months before the expiration thereof, and the other party shall respond in writing within fourteen (14) days whether it elects to so extend the Term or allow the Agreement to terminate. Failure to respond shall be an election to allow the Agreement to expire. In the event that the parties agree to extend the Term of this Agreement, an amendment to this Agreement confirming the extension of the Term shall be executed and delivered.

3.1. If at the end of the Term, Branch has received Final Approval and filed a Zoning and Permitting Application with respect to an Approved Site, then Branch shall have up to an additional twelve (12) months to obtain all Governmental Approvals for the Approved Site; provided, however, that Branch at all times shall diligently pursue such Governmental Approvals. If Branch obtains the Governmental Approvals within such twelve (12) month period, Owner shall grant Branch a Lease Agreement with regard to such Approved Site notwithstanding that the Term hereof has expired, subject to approval by the City Council of the City of Leander, Texas. Not later than thirty (30) days after the end of the Term, Branch shall present to Owner a list of Sites subject to potential granting of Lease Agreements under this Section 3.1 and shall keep Owner Project Manager apprised at least quarterly in writing of the status of such Governmental Approvals.

3.2. Owner and Branch acknowledge and agree that the expiration of the Term hereof shall in no way affect, reduce or terminate the term of any Lease Agreement then (or thereafter in accordance with Section 3.1 (above)) in existence or Branch's rights thereunder.

3.4 Duration of Lease Agreements; Terms. The term of each Lease Agreement shall be defined in the Master Lease Agreement attached hereto in **Exhibit B**. However, Owner may deny any Lease Agreement or may condition the approval of any Lease Agreement, including leases provided under Section 3.1 hereinabove, for any reason without liability to Branch or any party claiming under it. Branch may terminate any Lease Agreement with sixty (60) days prior notice to Owner if (a) Branch is unable to obtain or maintain in force all necessary Governmental Approvals, (b) a material change in government regulations makes it impractical, impossible, unlawful or uneconomic for Branch to continue

to operate the Facilities under such Lease Agreement, (c) interference by or to Branch's operation cannot, despite good faith negotiations between Branch and Owner in accordance with the terms hereof, be resolved, (d) the Site or the Facilities are destroyed or damaged or taken in whole or in part (by condemnation or otherwise) sufficient adversely to affect Branch's use of the Facilities (e) Branch is unable to lease space within the Site to a Carrier for a period of six (6) months after the date Branch obtains all required governmental approvals and permits, or (f) Branch is unable to operate the Base Station due to the action of the F.C.C. or by reason of any law, physical calamity, governmental prohibition or other reasons beyond Branch's control.

4. Duration of Carrier Subleases; Terms.

4.1. Each Carrier Sublease shall be for a term no longer than the remaining term of the Lease Agreement for the applicable Site.

4.2. Branch shall be entitled to Sublease space on a Telecommunications Facility or in an Equipment Facility (as defined in § 17.4. hereof) without Owner's prior approval provided that (a) the sublessee is an Approved Carrier as defined in Section 17.2 of this Agreement, (b) no Event of Default exists hereunder and (c) the term of the Carrier Sublease does not exceed the remaining term of the applicable Lease Agreement. Otherwise, any Lease Agreement, Sublease, lease or other occupancy agreement with respect to any Site shall be in form and substance approved by Owner. Branch will need zoning approvals prior to allowing an additional carrier to install facilities on a Telecommunications Facility.

5. Approved Sites; Development.

5.1. Owner hereby grants a non-transferable non-exclusive, revocable at will license to Branch to enter each Site to conduct a Site Assessment under the terms provided in this Section 5.1, the insurance requirements of Section 11 of this Agreement, and the indemnification provided in Section 12.1 of this Agreement. Should Branch wish to perform any on-site tests or studies with respect to any Site, Branch shall first contact Owner to arrange a mutually acceptable time for such tests and studies to be conducted. Owner may elect to have Owner personnel accompany the person or persons performing such tests and studies. Following any such tests and studies, Branch shall immediately repair any damages directly or indirectly caused by the on-site tests and will restore the Site to its previous condition within 30 days of the Site Assessment. Branch shall perform any such tests and studies in a manner so as to minimize any impact on any Owner uses on the Site. Branch's right of access to conduct a Site Assessment is subject to Owner's right to determine times and dates for the Site Assessment in order to make sure the on-site tests do not interfere with Owner's use of the property. Owner shall have the right to withhold its consent to any tests or studies which, in the sole and absolute determination of Owner, may materially alter any Site or interfere with Owner's use of the Site. Branch shall also furnish proof that Branch and its contractors have the insurance coverage required under Section 11 hereof.

5.2. At any time during the Term, Branch may submit to the Owner Project Manager, as defined hereinbelow, a Request for Approval with respect to one or more Sites. Upon Branch's Request for Approval of a Site for Development, the following shall occur:

(a) Owner Project Manager shall contact the manager of the Site (if any) for the purpose of scheduling a meeting to solicit the Owner's input into and concerning Development of the Site.

(b) Branch shall cause to be prepared and deliver to Owner Project Manager a Site Plan for the Site. The Site Plan shall fully detail the improvements and specifications for each Site. The Site Plan must be in compliance with all applicable City, state and federal rules and specifications and will be reviewed by the Owner's engineering department for review and Branch shall be responsible, at its own expense, all permits required under local, state, and federal law.

(c) At such time as the Site Plan is approved by Owner Project Manager, and applicable Owner departments, Owner Project Manager shall present the proposed lease to the City Council of the City of Leander, Texas, for approval and execution of a Lease Agreement for the applicable Site.

(d) Upon execution of the Lease Agreement for the applicable Site, Branch shall promptly file a Zoning and Permitting Application and all other permits, applications or requirements of local, state, and federal entities with respect to the Site and shall thereafter diligently seek all applicable Governmental Approvals. Branch shall provide Owner Project Manager with copies of such Zoning and Permitting Applications promptly when filed as well as any other applications and records requested by the Owner Project Manager and shall keep Owner Project Manager apprised of its progress.

5.3. Owner has no liability to Branch or any party claiming under Branch as a result of the denial or conditioning of any Governmental Approval.

5.4. Upon securing all applicable Governmental Approvals and upon the approval of the City Council of the City of Leander, Texas, and execution of a Lease Agreement, Branch shall promptly commence and diligently pursue the Development of the Approved Site.

5.5. The parties may agree by written amendment to this Agreement to provide for management of existing telecommunications facilities.

5.6. Owner agrees that it shall not during the Term, lease or grant any interest in any portion of any Site (for which a Lease Agreement has been executed) to any other telecommunications or other wireless service provider, or to any party constructing Telecommunications Facilities for lease to telecommunications or wireless service providers, other than Branch.

6. Duties of Branch; Compensation.

6.1. Branch shall use best efforts to market and lease Sites to maximize revenue to both parties.

6.2. Except for the compensation as provided in Section 7, as its sole compensation for performing any of the duties hereunder and for performing the obligations of the sublandlord under any Carrier Sublease, Branch shall be entitled to retain all revenues derived from the use, leasing or occupancy of any Telecommunications Facility, Equipment Facility or Site pursuant to this Agreement and the applicable Lease Agreement.

7. Duties of Owner; Compensation.

7.1. For compensation and for each Approved Site, Owner shall have the discretion

to choose one of the below options:

(a) Upon Lease execution, Owner shall receive \$2,000 as an option payment. Upon Lease commencement, Owner shall receive a monthly rental payment of \$1,250, 1.5% annual rental payment escalation, plus \$300 for each Carrier Sublease after the first Carrier Sublease (Anchor Tenant) has commenced;

OR,

(b) Upon Lease execution, Owner shall receive \$ _____ upon Lease commencement for a one payment lease for a term of 75 years. A lease under this subsection is not eligible for automatic renewal.

7.2. For each Site developed by Branch, and at Lessor's option, one (1) Rad center with (5) vertical feet, shall be reserved for use by Owner, as set forth in the Lease Agreement. Rad Center shall mean the center height of the Owner's communications equipment.

7.3. Other than the consideration expressly provided in this Agreement and the Lease Agreement for each Approved Site as attached hereto, Owner shall receive no other consideration from Branch for entering into this Agreement.

7.4. Owner shall appoint from time to time an Owner Project Manager. Owner Project Manager shall attend meetings and represent Owner thereat. Owner Project Manager shall act as the liaison between Branch and Owner.

7.5. No acceptance of any payment by Owner shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount, nor shall such acceptance of any payment be construed as a release of any claim that Owner may have for further or additional sums payable under the provisions of this Agreement.

8. Assignment; Financing.

8.1. This Agreement may be assigned in whole or in part, without the prior consent of Owner, to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with Branch; (ii) shall merge or consolidate with or into Branch; or (iii) in which Branch, CRB Companies, LLC or Branch Towers VI, LLC or Branch Towers VII, LLC is at all times, the general partner or manager. As to other parties, this Agreement may not be assigned without written consent of the Owner and is subject to approval by the City Council of the City of Leander, Texas. In order to assign this Agreement any entity into which Branch is merged or consolidated shall have a tangible net worth equal to or greater than Branch as of the date of this Agreement and such entity shall be fully bound by all of the terms and conditions of this Agreement. Branch shall notify the Owner of such assignment in writing; and consent to such notification shall not be unduly withheld. An assignment provided under this section shall require an amendment memorializing the parties to the assignment.

8.2. The rents and profits of individual Lease Agreements and Carrier Subleases may be collaterally assigned by Branch to a Lender as security for Branch's financing, subject to the terms and conditions set forth therein. Under no circumstances may Branch assign any interest in the real property, personal property or fixtures owned by the Owner or fixtures and personal property not owned by the Owner placed at Sites at the direction of the Owner.

9. Condition of Property. Except as specifically provided in this Agreement, Branch acknowledges and agrees that each Approved Site will be leased to Branch in an “AS IS, WHERE IS,” condition, without warranty of any kind, express or implied, including without limitation warranty of merchantability or fitness for a particular purpose, subject to all defects, latent or patent, known and unknown, apparent or hidden, including environmental conditions and matters, which currently exist or may in the future arise. **Branch hereby waives all rights, remedies and causes of action against Owner resulting from or relating to the condition of the Site. By executing a Lease Agreement, Branch acknowledges that it has had the opportunity to inspect the Site, and is relying solely on that inspection, and not on any representation or warranty of Owner in leasing the Site, including the presence of any hazardous materials or other conditions that might render the site unfit for its intended use.** Notwithstanding the foregoing, Owner represents and warrants that, to the best of knowledge and belief, there are no hazardous materials on, in or under each Approved Site. Owner covenants not to store, deposit, or dump on any Approved Site any hazardous materials in such a manner that would require remediation under applicable laws.

10. Subject to Owner Uses. Notwithstanding any other provision of this Agreement, Branch’s rights under this Agreement and all Lease Agreement(s) are subject and subordinate to Owner’s use and operation of the Site. Accordingly, in exercising its rights under this Agreement, Branch shall use best efforts to avoid any adverse construction, operation or other impacts on the Site and Owner’s use and operation thereof, whether such impacts arise from activities conducted on or off of the Site. Owner and Branch shall meet prior to any entry upon any Site for development to discuss acceptable times of constructions, construction timelines, entry to the site, security protocol, safety, and other matters relevant to any one Site. Such entry, work and other activities shall occur only at such times, and shall occur in such manner, as may be directed by Owner. The Owner and Branch shall designate an individual(s) that may be contacted at any time in the event of event damage to Owner property and emergencies threatening life or safety. In case of emergencies threatening life or safety, Branch may enter a Site without prior notice to Owner, provided Branch notifies Owner of same immediately. The installation and operation of a Telecommunications Facility and any equipment installed on Owner’s property must not interfere with the operation of Owner’s own radio, wireless, or electronic frequencies existing on the Site as of the date such equipment is installed; if there is any such interference Branch shall correct it, and if such interference cannot be corrected, Owner shall have the right to terminate this Agreement.

11. Insurance.

11.1. All property of Branch, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests or trespassers, in and on any Site shall be and remain at the sole risk of Branch, its employees, agents or business invitees, and Owner shall not be liable to them for any damage to, or loss of such personal property arising from any act of God or any persons, nor from any other reason, nor shall Owner be liable for the interruption or loss to Branch’s business arising from any of the above described acts or causes. Owner shall not be liable for any personal injury to Branch, its employees, agents, business invitees, licensees, customers, clients, subtenants, guests or trespassers arising from the use, occupancy and condition of any Site.

11.2.

(a) Branch shall, at its sole expense, maintain statutory worker’s compensation insurance and obtain and maintain a policy of insurance and cause all Branch agents, invitees, licensees, clients, subtenants, and guests obtain and maintain and provide Owner with proof of insurance evidencing

the following coverage including a total of claims on the individual policies. The Owner shall be provided a notice of cancellation or changes to the policies provided hereunder within 30 days of the cancellation or change.

(b) A comprehensive commercial general public liability policy (or rider or any current policy) with a minimum liability of Two Million Dollars (\$2,000,000) per personal injury or death or per claim for any property damage and Two Million Dollars (\$2,000,000) for personal injury or death of two or more persons in any one occurrence. Such insurance shall be endorsed to name Owner as an additional insured. Branch's responsibility to Owner under this Agreement is not limited to the amount of such insurance coverage.

(c) In addition, Branch shall obtain an umbrella policy with a minimum liability of Twenty Five Million Dollars (\$25,000,000). Such insurance shall name the Owner as an additional insured.

(d) Hired and non-owned auto liability insurance with minimum limits of One Million (\$1,000,000) per occurrence combined single limit bodily injury and property damage per occurrence.

11.3. Upon execution of any Lease Agreement, Branch will maintain a policy or policies of commercial general liability insurance insuring Owner and Branch against liability arising out of the use, operation or maintenance of the applicable Site and the installation, repair, maintenance, operation, replacement and removal of the Facilities. Such insurance shall be as set forth in the Lease Agreement but in no case less than the amounts set out in this Section 11 of this Agreement.

11.4. Branch will not knowingly do anything or permit anything to be done by Branch's tenants, users, business invitees or agents that creates any hazardous condition ("Increased Risk") which shall invalidate or cause the cancellation of the insurance policies carried by Owner or Branch. If Branch does or permits any Increased Risk which causes an increase in the cost of insurance policies, then Branch shall reimburse Owner for additional premiums directly attributable to any act, omission or operation of Branch causing the increase in the premiums. Payment of additional premiums will not excuse Branch from terminating or removing the Increased Risk unless Owner agrees in writing. Absent agreement, Branch shall promptly terminate or remove the Increased Risk.

11.5. Owner shall be named as an "additional insured" on Branch's liability policies described herein and it shall be stated on all required policies that this coverage "is primary to all other coverage Owner may possess" and include a waiver of subrogation provision.

11.6. Any deductible or self-insured retention applicable to required coverages shall be paid by Branch and Owner shall not be required to participate therewith.

11.7. Nothing contained herein shall effect, or shall be deemed to affect, a waiver of Owner's sovereign immunity under law.

12. Indemnity; Waiver.

12.1. Branch shall defend, with counsel reasonably acceptable to Owner, indemnify, and hold harmless Owner and owner's employees, and agents from all losses, costs, claims, causes of

actions, demands and liabilities arising from (a) any action or inaction by Branch, Branch's employee's agents, invitees, or assigns, and any Carrier under or pursuant to a Carrier Sublease, or with which Branch has had negotiations concerning any Site (b) Branch's entry onto any of the Sites in connection with its investigations there, (c) all claims involving hazardous materials that are brought onto any Site by Branch or a Carrier, and (d) any action or inaction by Branch during the performance of this Agreement. The indemnification provided hereunder shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Branch or Branch's subtenants nor comparative negligence statutes. This section shall survive the termination of this Agreement.

12.2. Branch shall also provide Owner with those specific Site indemnifications as are set forth in the Lease Agreement. Such indemnifications shall include the cost of investigation, all expenses of litigation, and the cost of appeals, including, without limitation, attorney's fees and court costs. In addition to Owner, staff, officers, agents, servants, employees, and volunteers shall be beneficiaries of Branch's indemnification.

12.3. Branch hereby waives any right of recovery against Owner or its officers, directors and contractors for any claim, loss, liability, injury or damage that is covered by any policy of property insurance maintained by Branch (or would have been insured against if Branch had complied with its obligations under this Agreement) with respect to this Agreement or the Sites. Branch will cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Site.

13. Default; Remedies.

13.1. Each of the following shall be an Event of Default:

- (a) Failure to cure, within five (5) business days after written notice to Branch (with specificity), any default in the payment when due of any amount required to be paid by Branch under this Agreement or any Lease Agreement; or
- (b) Failure to cure, within thirty (30) days after written notice to Branch, any default by Branch in the performance or observance of, or compliance with, any covenant, agreement, term or condition contained in any Lease Agreement or this Agreement; or
- (c) An "Event of Default" as defined in any Lease Agreement; or
- (d) The liquidation, termination or dissolution of Branch; or
- (f) An Event of Bankruptcy; or

13.2. Upon the occurrence of an Event of Default hereunder, Owner shall, in addition to any other remedy that may be available to it at law or in equity, have the following remedies:

- (a) To terminate this Agreement with written notice to Branch; or
- (b) To seek specific performance of this Agreement.

Provided that Branch fully complies with its post-default obligations under Section 13 and all applicable Lease Agreements, Owner shall in no event have any right to obtain a judgment against Branch in the nature of consequential or punitive damages arising out of this Agreement.

The termination of this Agreement shall not, of itself, cause the termination of any Lease Agreement which has been executed by Branch and Owner.

14. Representations, Obligations, and Warranties.

14.1. Branch is a corporation duly organized under the laws of the State of Oklahoma, and is duly registered to conduct business in the State of Texas and has all corporate power and authority necessary to perform its obligations hereunder.

14.2. Branch is in the business of and has substantial expertise in locating, permitting, leasing, licensing and constructing Facilities. Owner is relying upon that expertise in entering into this Agreement.

14.3. Branch is responsible for obtaining and shall use best efforts to obtain entitlements, approvals, permits and Carrier Subleases for as many of the Sites as practicable in an effort to maximize revenue and benefit to Owner and Branch.

14.4. Branch shall obtain and at all times during the term of this Agreement keep in good standing any and all leases and other permits legally required in the conduct of Branch's business and that of its principals, employees and agents and other parties from time to time authorized to act for Branch.

14.5. Branch shall upon request attend and participate in any meetings with Owner regarding this Agreement or any Site.

14.6. Branch shall not violate any federal, state, municipal or other governmental law, ordinance, rule or regulation in performing its services under this Agreement and Branch shall use reasonable diligence to comply with any and all such laws, ordinances, rules and regulations affecting the Sites.

14.7. If Branch shall be apprised of any claim, demand, suit or other legal proceeding made or instituted or threatened against Owner on account of any matter directly connected with the Sites, Branch shall promptly give Owner all information in its possession in respect thereof, and shall timely assist and cooperate with Owner in all reasonable respects in the defense of any such suit or other legal proceedings.

14.8. Branch shall at all times comply with the terms of all Lease Agreements and shall cause Carriers under Carrier Subleases to comply with the terms of such Carrier Subleases.

15. Notices. All notices, payments, demands and requests hereunder shall be in writing and shall be deemed to have been properly given three (3) days after the date when mailed by United States First Class, Registered or Certified Mail, postage prepaid, or upon receipt when delivered by reliable overnight courier or hand delivery, and addressed as follows:

If to Owner:
City of Leander
Attn: City Manager
PO Box 319
Leander, TX 78646

With a copy to:
The Knight Law Firm
Attn: Paige Saenz
223 E. Anderson Ln
Austin, TX 78752

If to Branch:
Branch Communications
7335 South Lewis Avenue
Suite 300
Tulsa, OK 74136

or to such other addresses as either of the parties may designate from time to time by giving written notice as herein required.

16. Miscellaneous.

16.1. Nothing in this Agreement shall confer on Branch any property right or right in and to any Site until the execution of a Lease Agreement.

16.2. In performing its duties under this Agreement, Branch shall at all times be an independent contractor, and not an employee, agent, partner or joint venture of Owner. Branch shall have no right or authority, expressed or implied, to commit or otherwise obligate Owner in any manner.

16.3. Except as expressly provided in this Agreement, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

16.4. Waiver of any of the terms or provisions hereof may only be in writing and shall be operative only for the time and to the extent therein stated. No waiver of any default or breach of any of the terms or provisions hereof by either party hereto shall be implied from the failure by either party to take action on account of such default or breach. No waiver shall affect any default other than the default specified in the waiver. No waiver of any term or provision contained herein by either party shall be construed as a waiver of any subsequent breach of the same term or provision. The consent or approval by either party to, or of, any act by the other party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to, or of, any subsequent similar acts.

16.5. Any provision of this Agreement may be amended if, but only if, such amendment is in writing and is signed by Owner and Branch. Owner approval of any amendment shall require an affirmative vote of Owner.

16.6. The provisions of this Agreement shall be binding upon and inure to the benefit

of the parties hereto and their respective successors and assigns.

16.7. This Agreement shall be deemed to be a contract made under seal and shall be governed by and construed in accordance with the laws of the State of Texas, without reference to conflicts of laws principles. Proper venue for any cause of action arising out of the performance of this Agreement shall be in Williamson County, Texas.

16.8. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when Owner shall have received counterparts hereof signed by both parties.

16.9. Any legal action or proceeding with respect to this Agreement or any document related hereto or thereto shall be brought in the courts of the State of Texas and in no other courts, and by execution and delivery of this Agreement, Branch hereby accepts for itself and in respect of its property, general and unconditionally, the jurisdiction of the aforesaid courts. Branch consents to the service of process in any such action or proceeding by the mailing of copies of such process to it by certified mail at the address indicated in Section 15. Nothing in this section shall affect Owner's right to serve process in any other manner permitted by law or to bring proceeding against Branch in any other court having jurisdiction.

16.10. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and thereof and supersedes all previous understandings, written or oral, in respect thereof.

16.11. All rights, remedies and powers provided in this Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and be limited to the extent necessary so that they will not render this Agreement invalid or unenforceable in whole or in part. If any provision hereof is or becomes invalid and unenforceable, then, to the fullest extent permitted by law, the other provisions hereof shall remain in full force and effect in such jurisdiction and shall be strictly construed in order to carry out the intentions of the parties hereto as nearly as may be possible.

16.12. The headings of the various sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement. Any pronoun used herein shall be deemed to refer to any gender, and singular pronouns shall be deemed to include the plural and vice versa. The use in this Agreement of the word "including" when following any general statement, term or matter, shall not be construed to limit that statement, term or matter to the specific items or matters, whether or not nonlimiting language (such as "without limitation", or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of that general statement, term or matter. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same with the assistance of counsel.

16.13. Neither Branch nor Owner intends by any provision of this Agreement to confer any right, remedy or benefit upon any third party.

16.14. Time is strictly of the essence of each and every provision of this Agreement.

16.15. Owner and the person executing and delivering this Agreement on Owner's behalf each represents and warrants that such person is duly authorized to so act and has the power and authority to enter into this Agreement; and that all action required to authorize Owner and such person to enter into this Agreement has been duly taken.

16.16. In its installation, maintenance and operation of a Telecommunications Facility and related facilities Branch will comply with all applicable federal, state, and local laws, regulations and ordinances, whether currently in force or subsequently adopted.

16.17. Branch and the person executing and delivering this Agreement on Branch's behalf each represents and warrants that such person is duly authorized to so act and has the power and authority to enter into this Agreement; and that all action required to authorize Branch and such person to enter into this Agreement has been duly taken.

17. Definitions.

17.1. Zoning and Permitting Application. A request or application for site plan approval, zoning certificate, conditional use permit and/or building permit filed with the County Department of Permits and Inspections or other department of the County having jurisdiction over the Site.

17.2. Approved Carrier. A telecommunications service provider that holds a valid license issued by the Federal Communication Commission ("F.C.C.") and any other governmental agencies for which approval is needed to conduct such company's business.

17.3. Approved Site. A Site that has received Final Approval for Development.

17.4. Carrier Sublease. A Sublease, lease or similar occupancy agreement with an Approved Carrier for space on a Telecommunications Facility or in an Equipment Facility.

17.5. Owner. The City of Leander, Texas.

17.6. Development. The construction of up to one tower and an Equipment Facility on a Site, and the leasing of space on the Telecommunications Facilities and within the Equipment Facility to Approved Carriers.

17.7. Equipment Facility. A building shelter, structure, or other facility, determined by Branch on a site by site basis subject to the reasonable approval of Owner, in which ground-based equipment necessary for the use of the Telecommunications Facility(s) shall be located.

17.8. Event of Bankruptcy. Shall mean the occurrence of any one or more of the following:

(a) If a court of competent jurisdiction shall enter a decree or order or relief in respect of Branch in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Branch or of any substantial part of its property, or ordering the winding up of its

affairs or liquidation of its property, and such decree or order shall continue unstayed and in effect for a period of thirty (30) days; or

(b) If Branch shall commence a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, shall consent to the entry or an order for relief in an involuntary case under any such law, or shall consent to the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of Branch or of any substantial part of its property, or shall make any general assignment for the benefit of creditors or shall take any action in furtherance of any of the foregoing.

17.9. Telecommunications Facilities. (a) One monopole or self-support tower or other tower facility as agreed to between the parties, (b) an Equipment Facility, (c) Branch's antennas and those of its tenants, lessees and licensees, equipment, ancillary and related structures, cables, accessories and improvements, and (d) all other equipment on any Site, other than equipment owned by Owner, located on the Site pursuant to the Lease Agreement or any Carrier Sublease, together with any additions approved by Owner.

17.10. Final Approval. The final approval of a Lease Agreement granted by Owner. Final Approval may be given or withheld in Owner's sole and absolute discretion.

17.11. Governmental Approvals. All permits, approvals and permissions required by any governmental or quasi-governmental agency for the construction, use, leasing and operation of the Facilities.

17.12. Lender. A bona fide reputable banking or financial institution with net assets of at least \$100,000,000. There shall not be more than one Lender with respect to any Site.

17.13. Branch. The Branch named in the initial paragraph hereof, together with its permitted successors and assigns, and, following the termination of this Agreement, the lessee under any Lease Agreement, with respect to such Site.

17.14. Preliminary Approval. The conceptual approval by Owner Project Manager of Branch's conceptual development plan for a Site, following Owner's receipt of a Request for Approval. Preliminary Approval may be given or withheld in Owner's sole and absolute discretion.

17.15. Request for Approval. A written request by Branch that a Site be considered for Development, in accordance with the process set forth in Section 5.2 hereof.

17.16. Owner Project Manager. Owner's then appointed designated representative to liaison with Owner hereunder. Owner Project Manager may be changed from time to time by Owner, at Owner's sole and absolute discretion, upon notification thereof to Branch.

17.17. Site. Each parcel of real property within the County limits which is solely owned or managed by Owner; provided, however, that any such Site shall cease to be a Site available for further Development if it is sold or conveyed by Owner.

17.18. Site Assessment. A report on the viability of a Site for telecommunications purposes.

17.19. Site Plan. A plan showing in reasonable detail the proposed Development on any Site, including, without limitation the location of the Facilities, proposed ingress-egress routes and all requested easements and any other details as requested by the Owner.

17.20. Third Party. A party other than Owner or Branch.

18. Authority. Owner affirms that it has all requisite power, right and authority to operate and lease the Sites to Branch and Carriers for wireless communications purposes and to enter into this Agreement and perform its obligations hereunder. Branch affirms that it is a validly formed and legally existing entity with all requisite power, right and authority to enter into this Agreement and able to perform its obligations hereunder.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto execute this Telecommunications Marketing and Master Ground Lease Agreement in two parts on the dates indicated.

OWNER: CITY OF LEANDER

By: _____

Name: _____

Its: _____

Date: _____

BRANCH:

BRANCH COMMUNICATIONS, LLC
An Oklahoma limited liability company

By: _____

Name: Curtis Branch

Its: President and CEO

Date: _____

BRANCH TOWERS VI, LLC

By: _____

Name: Curtis Branch

Its: President and CEO

Date: _____

EXHIBIT A

Owner Properties

DRAFT

EXHIBIT B

OPTION AND SITE GROUND LEASE AGREEMENT

This Option and Site Ground Lease Agreement ("Agreement") is made effective as of the latter signature date hereof, by and between, between Branch Towers VI, LLC, a Delaware limited liability company, ("Lessee"), and City of Leander, a political subdivision of the State of Texas hereinafter ("Lessor"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Subject to the terms of that certain Telemarketing and Master Ground Lease Agreement by and between the Lessee and Lessor effective the ____ day of _____, 20____, the terms of which are hereby incorporated by reference herein for all purposes and the following terms and conditions, Lessor leases to Lessee a portion of the real property (the "Property") described in the attached Exhibit A. Lessee's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to as the "Premises"). The Premises are located on a portion of a Tract or Parcel of land identified as Tax Parcel ID: _____ in _____ County, State of _____, and comprises approximately _____ square feet (____' x ____').

2. **Option.** In consideration of the payment of Two Thousand Dollars (\$2,000.00) ("Option Fee") by Lessee to Lessor, Lessor hereby grants to Lessee an option to lease the Premises on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of one (1) year, commencing on the effective date of this Agreement (the "Option Period"). The Option Period may be extended by Lessee for an additional one (1) year term, upon written notice to Lessor and payment of the sum of Two Thousand Dollars (\$2,000.00) ("Additional Option Fee") at any time prior to the end of the Option Period. The Option described herein may only be extended for one additional term.

3. **Contingencies.** During the Option Period, and any extension thereof, and during the Term (as defined below) of the Agreement, Lessor agrees to cooperate with Lessee in obtaining at Lessee's expense, all governmental licenses, permits and approvals, required for its use of the Premises. Lessor agrees to cooperate with and to allow Lessee, at no cost to Lessor, to perform some or all of the following activities ("Permitted Activities"): surveys, geo-technical soil borings and analyses, Phase I environmental audits, boundary surveys, title searches, radio propagation studies and such other tests and inspections of the Property which Lessee may deem necessary or advisable, which studies SHALL NOT reveal obstructions, encroachments or defects which Lessee determines would interfere with Lessee's intended use of the Property. Lessor consents to Lessee, its employees, agents and independent contractors entering upon the Property and performing the Permitted Activities. Lessee agrees to repair any damage to the Property that might have been caused in connection with any of the Permitted Activities. During the Option Period, and any extension thereof, Lessee may exercise the Option by notifying Lessor in writing, at Lessor's address in accordance with Section 15 below. If Lessee fails to exercise this Option, or any extension thereof within the time specified in Section 2, all rights and privileges granted in this Agreement shall be deemed completely surrendered, this Option shall be terminated, and Lessor shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

4. **Term.** The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Lessee to Lessor of Lessee's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date. This Agreement will automatically renew for nine (9) additional five (5) year term(s) (each five (5) year term shall be defined as a "Renewal Term"), upon the same terms and

conditions unless either party notifies the other in writing of that party's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term or Renewal Term.

5. Rent and Compensation

- a. *{TO BE DETERMINED BASED ON OPTIONS AS PROVIDED IN SECTION 7 OF THE TELECOMMUNICATIONS MARKETING AND GROUND LEASE AGREEMENT}* **Rent.** Starting on the date that is 30 days after the Term Commencement Date and on the first day of every month thereafter, Lessee will pay rent in advance in equal monthly installments of _____ and NO/Dollars 00 (\$ _____) ("**Rent**"). Rent for any partial months will be prorated based upon a 30-day month.
- b. **Rent Escalation.** *{TO BE DETERMINED BASED ON OPTIONS AS PROVIDED IN SECTION 7 OF THE TELECOMMUNICATIONS MARKETING AND GROUND LEASE AGREEMENT}*
- c. **One payment Lease.** *{TO BE DETERMINED BASED ON OPTIONS AS PROVIDED IN SECTION 7 OF THE TELECOMMUNICATIONS MARKETING AND GROUND LEASE AGREEMENT}*
- d. **Revenue Sharing.** The first Carrier on Lessee's communication facility shall be referred to as the Anchor Tenant, and all other Carriers shall be referred to as Collocators ("Collocator"). The Lessor shall be entitled to an additional Three Hundred Dollars (\$300.00) in monthly rent ("Additional Rent") for each additional Collocator (2nd, 3rd, 4th, etc.) after the initial installation of the Anchor Tenant. This Additional Rent will escalate in accordance with the same terms and conditions as the Rent payments provided herein. Lessee shall provide notice to the Lessor of each planned Collocation.
- e. **Reserved Space.** Lessor shall be entitled to five (5) feet of vertical space on the tower ("tower space") and adequate space within the Leased premises ("ground space") for Lessor's antennas and equipment. The placement and location of ground space and tower space shall be determined upon mutual agreement between the Lessor and Lessee but Lessee shall have the sole right and discretion to reserve adequate space at the top of the tower for future Carrier subleases. Lessor shall not be required to pay a fee for the tower or ground space. Lessor shall inform Lessee of the desired height and equipment to be installed. Lessor shall be responsible for installing its own equipment and may not use materials in installing Lessor's antennas or cables that will cause corrosion or rust or undue harm to the Tower structure or its appurtenances. Lessor's equipment shall not cause electronic or physical interference with any equipment or operations located on the Tower or Property. Written notice of such interference shall be provided to the interfering party by Lessee, and the purported party shall use its best efforts to eliminate the interference within seventy-two (72) hours.

6. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

7. Facilities; Utilities; Access

- a. Lessee has the right to maintain and operate on the Premises a telecommunications facility, including without limitation, an antenna tower or pole and foundation, utility lines, transmission lines, air-conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("**Lessee Facilities**"). Lessee has the right to do all work necessary to prepare, maintain and alter the Premises for Lessee's

business operations. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. The survey, specifications, site plan and precise location of the Premises and Lessee Facilities shall be subject to the prior approval of Lessor and subject to all local, federal, and state regulations and permitting procedures, obtained by Lessee at Lessee's expense. After approval, the survey shall be considered incorporated in this Agreement as Exhibit "B". Notwithstanding any other provision to the contrary, Lessee shall have the right to approve the plans and supervise the work of any future third party carrier ("Future Carrier") co-locating on the Premises, subject to all local, state, and federal regulations and permitting requirements.

- b. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Lessee repairs any damage to the Premises caused by such removal. Lessor waives any lien rights it may have concerning the Lessee Facilities. Lessor acknowledges that Lessee may now or in the future enter into financing arrangements with financing entities for the financing of the Lessee Facilities (the "Collateral") with a third-party financing entity. In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings ("Lessor Consents"). Upon termination of this Agreement, Lessee shall remove all Lessee equipment, fixtures, and personal property within 60 days of the end of the term of this lease or termination thereof. If any Lessee equipment, fixtures, or personal property remain after this 30 day period the Lessor shall provide a notice to the Lessee according to Section 16 herein and the Lessee shall be required to remove all such equipment, fixtures, or personal property within 15 days of such notice; failure to remove Lessee equipment, fixtures, or personal property within this 15 day period will result in the equipment, fixtures, or personal property to be deemed abandoned (Abandoned Property) and the Lessee forfeits all right, title, and ownership in the Abandoned Property and the Lessor is permitted to dispose of the Abandoned Property in any manner in which it desires. Lessee shall not be required to remove any foundation more than one (1) foot below grade level. The Lessee is not permitted to allow or cause a lien to be placed on the real property, fixtures or the personal property and fixtures of the Owner nor the personal property or fixtures that is not owned by the Owner but permitted to be placed on the Site.
- c. Lessee shall pay for the electricity it consumes in its operations. Lessee shall have the right to submeter electricity and other utilities from the existing utilities on the Property. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service after review and approval by appropriate City Staff. Any easement necessary for such power or other utilities will be submitted to Owner for review and approval and at a location acceptable to Lessor and the servicing utility company and shall run with the Term and Renewal Terms of the Agreement.
- d. Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises subject to the following conditions:

at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property described in Exhibit B.

- e. Lessor acknowledges that Lessee has or will enter into certain financial arrangements with certain financial institutions as administrative agent for itself and various other lenders (“the Lenders”), also collectively referred to as (“Mortgagee”) and in connection therewith the Lenders will take a security interest in certain equipment and the products and proceeds thereof (collectively “the Collateral”) to be installed upon the Premises. Lessor acknowledges and represents that the Lessor Consents shall inure to the benefit of Lessee, the Lenders and any replacement or refinancing lenders and their successors and assigns for so long as the Lease Agreement remains in effect.
- f. Lessor further acknowledges and represents that Lessee will sublet a portion of the Premises as well as space on the constructed Tower to Future Carriers for placement of antenna and communication equipment upon the Premises and the constructed Tower. In connection therewith, Lessor consents to the placement of Future Carriers’ antenna and communication equipment and acknowledges and represents that the Lessor Consents, as defined herein, shall inure to the benefit of the Future Carriers, their lenders and their successors and assigns.

8. **Interference.** Lessee shall not use the Premises in any way which interferes with the use of the Property by Lessor, or Lessees or licensees of Lessor, with rights to the Property prior in time to Lessee’s (subject to Lessee’s rights under this Agreement, including non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its Lessees, licensees, employees, invitees or agents to use any portion of Lessor’s properties in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease within twenty-four (24) hours of receipt of notice, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Agreement immediately upon notice.

9. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Lessee Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises.

10. **Hold Harmless.** In consideration of the Premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee hereby agrees for itself, its successors and assigns, to at all times indemnify Lessor, their heirs, executors, successors and assigns, against any and all claims, suits, actions, debts, damages, attorney’s fees and against all liability, losses, and damage of any nature whatever arising from the installation, use, maintenance, repair, or removal of the Lessee facilities, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors. Lessor agrees to defend, indemnify and hold harmless Lessee from any and all claims arising from the use of the Property excluding the Premises by Lessor, Lessor’s agents, assigns and permittees or by third parties.

11. **Condemnation.**

a. If the Premises shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under a threat of condemnation, then the term of this Agreement shall cease and terminate as of the date of title vesting in such proceeding (or sale), and all rentals shall be paid up to that date.

b. In the event of any condemnation, taking, or sale, whether whole or partial, Lessor and Lessee shall be entitled to receive and retain such separate award and portions of lump sum awards as may be allocated

to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Agreement shall not affect the right of the parties to such awards.

12. **Destruction of Premises.** If the Premises shall be damaged or destroyed in whole or in part, by fire, acts of God, war or casualty or any other means so as to make the same unusable for the purposes hereof, the Lessee shall have the option of repairing the Premises, within 120 days, or of canceling this Agreement in its entirety as of the date of the damage or destruction of the Premises. There shall be no obligation whatsoever on the Lessor to repair or rebuild the Premises in case of damage or destruction. If the Lessee elects to repair or rebuild the damaged Premises, during the period that the Premises are unusable by the Lessee for purposes hereof, the rent shall be abated until the Premises are restored to a good tenable condition. If the Premises are unusable in part, the rent shall be prorated until the Premises can be restored to a good and tenable condition provided that: (a) If any delay in repair or restoration is caused by the Lessee failing to adjust its own insurance or remove its damaged goods, equipment or other property within a reasonable time, the rent shall not be abated during the period of such delay; or (b) If any damage to the Premises is caused by the negligent or willful acts or omissions of the Lessee, its agents or employees, there shall be no rent abatement. In case of destruction or emergency, as provided in this section, Lessor may contact Branch Communications at 918.949.4551 or Branch Towers VI at 440.528.0333.

13. **Assignments and Subletting.**

a. Lessee may assign, all or any part of its interest in this Agreement or in the Premises with the prior written consent of Lessor subject to the assignee assuming all of Lessee's obligations herein and subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 7 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 7 above. Lessee may, without Lessor's consent, sublet or license all or any portion of the Premises to one or more entities.

b. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without Lessor's consent Lessee's interest in this Agreement to any financing entity, or agent on behalf of any financing entity (hereafter, collectively referred to as "Mortgagees") to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Lessee shall give written notice to Lessor of any such assignment, mortgage, pledge or transfer of Lessee's interest in this Agreement.

c. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee, except that a cure period for any Mortgagee shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if Lessor shall terminate this Agreement for any reason, Lessor will give to the Mortgagees the right to enter upon the Premises during a thirty (30) day period commencing upon the Mortgagees' receipt of such notice for the purpose of removing Lessee's Facilities. Lessor acknowledges that any Mortgagees shall be third-party beneficiaries of this Agreement.

14. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions other than those of record; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and

performed, Lessee may peacefully and quietly enjoy the Premises. Both parties agree that Lessor may subject its interest in the Premises to a mortgage loan, provided that any such lender shall agree to be bound by the terms of this Agreement, and such lender shall not disturb Lessee's use or possession of the Premises in the event of a foreclosure of such lien and shall not join Lessee as a party defendant in any such foreclosure proceedings, so long as Lessee is not in default under the terms of this Agreement.

15. **Repairs.** Lessee shall keep the Premises in a well maintained condition free of hazards and disrepair. Lessee shall be required to make repairs necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 7 above, upon expiration or termination hereof, within 60 days after termination or expiration of this Agreement, Lessee shall remove its personal property. Lessee releases Lessors from all claims, damages for personal property remaining on a site for greater than 365 days from the expiration or termination of this Agreement.

16. **Notices.** All notices, requests, demands, rent payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

Lessor:

The City of Leander, Texas

Attn: City Manager

PO Box 319

Leander, TX 78646

Lessee:

Branch Towers VI, LLC

7335 South Lewis Avenue

Suite 300

Tulsa, OK 74136

17. **Hazardous Materials.** Lessee represents, warrants and covenants to Lessor that Lessee shall at no time during the Term and any Renewal Term of this Agreement use or permit the Premises to be used in violation of any Environmental Regulations. Lessee shall not introduce any Hazardous Materials onto the Premises, except for those contained in its back-up power batteries, propane and such other properly stored, reasonable quantities of common materials used in its telecommunications operations. Lessor represents, warrants and covenants that the Premises and Property have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents, warrants and covenants that no Hazardous Materials or underground storage tanks are located on or near the Premises or Property. During the Term and any Renewal Term, Lessor shall handle, store and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state and local laws and regulations, and shall impose on any lessee, licensee or other party using any portion of the Property the same obligations. If Hazardous Materials are deposited as a result of any act or omission of Lessor, Lessee shall have the right to terminate this Agreement, and Lessor shall indemnify and hold Lessee harmless from any and all claims arising out of such Hazardous Materials or under any Environmental Regulations, which indemnity shall survive the termination of this Agreement. For the purposes of these provisions, "Hazardous Materials" means any chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulations. As used herein, "Environmental Regulations" shall mean all laws, statutes, regulations and judicial interpretations of the United States and the State where the Premises are located or either of them which relate to the prevention or elimination of pollution or the protection of the environment.

18. **Defaults and Remedies / Termination.** This Agreement may be terminated on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term thereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) business days from receipt of written notice, and, provided further that any non-monetary default which cannot be cured within such sixty (60) day period shall not be a default hereunder so long as such defaulting party diligently proceeds to cure such default upon receipt of notice thereof; or (ii) by Lessee in the event that Lessee solely determines that the Lessee's Facilities are no longer suitable for Lessee's intended use and , Lessee shall pay Lessor a termination fee of two (2) months' Rent (iii) by Lessor if the Lessor, at its sole discretion, determines that the Facilities, or any activities of the Lessee or sublessees constitute a danger to the health, safety, and welfare of the public. In the case of any default under this provision by either party, notice of such default shall be given to all sublessees (carriers) of the Lessee.

19. **Confidentiality.** Notwithstanding anything to the contrary contained in this Agreement, Lessor agrees and acknowledges that all the terms of this Agreement and any information furnished to Lessor by Lessee in connection therewith are confidential. Lessor shall not disclose any such terms or information without Lessee's prior written consent, except (i) to Lessor's attorney, accountant, lender and/or a prospective fee simple purchaser of Lessor's Property, provided that such party agrees to adhere to the terms and provisions of this section, or (ii) as otherwise required by law. The terms and provisions of this section shall survive the execution and delivery of this Agreement.

20. **Miscellaneous**

a. This Agreement applies to and binds the heirs, successors, executors, personal representatives, administrators and assigns of the parties to this Agreement.

b. This Agreement is governed by the laws of the State in which the Premises are located.

c. Lessor agrees promptly to execute and deliver to Lessee two recordable Memorandums of this Agreement in the form attached hereto; Lessor acknowledges that any Mortgagees of Lessee, in order to protect such Mortgagees' interests with respect to Lessee's interests in this Agreement and Lessee's Facility, may file or record such documentation as is normal and customary in order to protect the interest of such Mortgagees.

d. If required, Lessor agrees to use its best efforts to obtain a Subordination, Non-disturbance and Attornment Agreement in the form attached.

e. This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties.

f. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

g. The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

21. **Insurance and Indemnity.**

Lessee shall, at its sole expense, obtain and maintain statutory worker's compensation insurance and a policy of insurance and cause all Lessee's agents, invitees, licensees, clients, subtenants, and guests obtain and maintain and provide Lessor with proof of insurance evidencing the following coverage:

(a) A comprehensive commercial general public liability policy (or rider or any current policy) with a minimum liability of Two Million Dollars (\$2,000,000) per personal injury or death or per claim for any property damage and Two Million Dollars (\$2,000,000) for personal injury or death of two or more persons in any one occurrence. Such insurance shall be endorsed to name Lessor as an additional insured. Lessee's responsibility to Owner under this Agreement is not limited to the amount of such insurance coverage.

(b) An umbrella policy with a minimum liability of Twenty-Five Million Dollars (\$25,000,000) for property damage and personal injury or death of two or more persons in any one occurrence. Such insurance shall be endorsed to name Lessor as an additional insured.

(c) Owned (if applicable), hired and non-owned auto liability insurance with minimum limits of One Million (\$1,000,000) per occurrence combined single limit bodily injury and property damage per occurrence.

Lessee shall defend, with counsel reasonably acceptable to Lessor, indemnify, and hold harmless Lessor and Lessor's employees, and agents from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any action or inaction by Lessee, Lessee's employee's agents, invitees, or assigns, (b) all claims involving hazardous materials that are brought onto any Site by Lessee, and (c) any action or inaction by Lessee during the performance of this Agreement. The indemnification provided hereunder shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Lessee nor comparative negligence statutes. This section shall survive the termination of this Agreement.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed by the parties.

LESSOR:

By: _____

Name: _____

Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20__, before me the undersigned Notary Public, personally appeared _____, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

Notary Public in And for the State of Texas

Commission expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LESSEE: BRANCH TOWERS VI, LLC
A Delaware limited liability company

BY: _____
Curtis R. Branch, President and CEO

Date: _____

LESSEE ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF TULSA

On this ____ day of _____, 20__, before me the undersigned Notary Public, personally appeared Curtis R. Branch, President/CEO, Branch Towers VI, LLC, a Delaware limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

Notary Public in
and for the State of Oklahoma

Commission expires:

EXHIBIT A

LESSOR'S PROPERTY

The land located in the County of _____, State of _____ is described and/or depicted as follows (metes and bounds description):

DRAFT

EXHIBIT B

LEASED PREMISES

Lessee shall have the right to replace this description with a description obtained from a survey conducted by Lessee and attached hereto and made a part hereof.

DRAFT

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

EXHIBIT C
NOT FOR SIGNATURE

**FORM SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

THIS AGREEMENT ("Agreement") dated as of the date below, between _____ having its principal office at _____, (hereinafter called "**Mortgagee**") and _____ ("**Lessor**"), and Branch Towers VI, LLC, a Delaware Limited Liability Company, having its principal office at 7335 South Lewis Avenue, Suite 300 Tulsa, OK 74136 ("**Lessee**").

W I T N E S S E T H :

WHEREAS, Lessee has entered into a certain lease dated _____, (the "**Lease**") with Lessor, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "**Premises**"); and

WHEREAS, Lessor has given to Mortgagee a mortgage (the "**Mortgage**") upon property having a street address of _____, _____ County, State of _____ ("**Property**"), a part of which Property contains the Premises; and

WHEREAS, the Mortgage on the property is in the original principal sum of (\$ _____) Dollars, which Mortgage has been recorded in the appropriate public office in and for County, _____ ("**Mortgage**"); and

WHEREAS, Lessee desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Lessee's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Lessee's right to possession of the Premises and any of Lessee's other rights under

the Lease in the exercise of Mortgagee's rights so long as Lessee is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Lessor or other Lessor under the Lease and/or to title to the Premises, Mortgagee and Lessee hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Lessee will have the same remedies against one another for the breach of an agreement contained in the Lease as Lessee and Lessor had before Mortgagee succeeded to the interest of Lessor; provided, however, that Mortgagee will not be:

- a. personally liable for any act or omission of any prior Lessor (including Lessor); or
- b. bound by any rent or additional rent which Lessee might have paid for more than the payment period as set forth under the Lease (one month, year etc.) in advance to any prior Lessor (including Lessor).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Lessee agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Lessee (subject to Section 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Lessee on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Lessee now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or sublessees of Lessee which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below ____.

MEMORANDUM OF AGREEMENT

Prepared By and Return To:

Branch Towers VI, LLC
Attn: Lease Administration
7335 South Lewis Avenue Suite 300
Tulsa, OK 74136
(918) 949-4551

This Memorandum of Agreement is made effective as of the latter signature date hereof, by and between, _____ (hereinafter referred to as "Lessor") and Branch Towers VI, LLC, a Delaware limited liability company, with offices at 7335 South Lewis Avenue, Suite 300, Tulsa, OK 74136, (hereinafter referred to as "Lessee").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Agreement. To the extent that notice of such Agreement has been previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Lease.** Lessor is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Property**"). Lessor and Lessee entered into that certain Option Site Ground Lease Agreement dated _____ (as the same may have been amended from time to time, collectively, the "lease"), for the purpose of installing, operating and maintaining a radio communications facility and other improvements pursuant to which the Lessee leases a portion of the Property and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Property so affected, collectively, the "**Premises**"), which Leased Premises is described on **Exhibit B**.
2. **Term.** The initial lease term will be five (5) years ("Initial Term") commencing on the effective date of written notification by Lessee to Lessor of Lessee's exercise of the Option ("Term Commencement Date"), with nine (9) successive five (5) year options to renew. Lessee shall record a Memorandum of Lease Commencement in the official public records of the county in which the Leased Premises is located.
3. **Leased Premises Description.** Lessee shall have the right, exercisable by Lessee at any time during the original or renewal terms of the Lease, to cause a survey of the Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Premises set forth on Exhibit B with a legal description or legal descriptions based upon such survey. Upon Lessee's request, Lessor shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed by the parties.

LESSOR:

By: _____

Name: _____

Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20__, before me the undersigned Notary Public, personally appeared _____, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

Notary Public in And for the State of

Commission expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LESSEE: BRANCH TOWERS VI, LLC
A Delaware limited liability company

BY: _____
Curtis R. Branch, President and CEO

Date: _____

Name:

LESSEE ACKNOWLEDGMENT

STATE OF OKLAHOMA)

COUNTY OF TULSA)

On this _____ day of _____, 20____, before me the undersigned Notary Public, personally appeared Curtis R. Branch, President/CEO, Branch Towers VI, LLC, a Delaware limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

Notary Public in
and for the State of Oklahoma

Commission expires:

EXHIBIT A

LESSOR'S PROPERTY

Lessee shall have the right to replace this description with a description obtained from Lessor's deed (or deeds) that include the land area encompassed by the Lease and Lessee's improvements thereon

The land located in the County of _____, State of _____ is described and/or depicted as follows (metes and bounds description):

DRAFT

EXHIBIT B

Leased Premises

***Lessee* shall have the right to replace this description with a description obtained from the Lease or from a description obtained from a survey conducted by *Lessee*.**

DRAFT

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.

MEMORANDUM OF LEASE COMMENCEMENT

PREPARED BY AND RETURN TO:

Branch Communications, LLC
Attn: Lease Administration
7335 South Lewis Avenue, Suite 300
Tulsa, OK 74136
(918) 949-4551

This Memorandum of Lease Commencement is made effective as of the latter signature date hereof, by and between, _____ (hereinafter referred to as "Lessor") and Branch Towers VI, LLC, a Delaware limited liability company, with offices at 7335 South Lewis Avenue, Suite 300, Tulsa, OK 74136, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into an Option Site Ground Lease Agreement ("Agreement") on the ____ day of _____, 20____, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement. The Agreement is evidenced by a Memorandum of Agreement recorded _____ in Book _____ Page _____ of the official public records of _____ County, _____.
2. The initial lease term is five (5) years ("Initial Term") commencing on ("Term Commencement Date"), with nine (9) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the date first written above.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed by the parties.

LESSOR:

By: _____

Name: _____

Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20__, before me the undersigned Notary Public, personally appeared _____, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

Notary Public in And for the State of

Commission expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LESSEE: BRANCH TOWERS VI, LLC
A Delaware limited liability company

BY: _____
Curtis R. Branch, President and CEO

Date: _____

LESSEE ACKNOWLEDGMENT

STATE OF OKLAHOMA)

COUNTY OF TULSA)

On this ____ day of _____, 20__, before me the undersigned Notary Public, personally appeared Curtis R. Branch, President/CEO, Branch Towers VI, LLC, a Delaware limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

Notary Public in
and for the State of Oklahoma

Commission expires:

EXHIBIT A

LESSOR'S PROPERTY

The land located in the County of _____, State of _____ is described and/or depicted as follows (metes and bounds description):

DRAFT

EXHIBIT B

**LEASED PREMISES AND EASEMENTS
(SURVEYED)**

DRAFT



EXECUTIVE SUMMARY
5/1/2025

AGENDA SUBJECT:

Discuss and consider action on the first reading of an Ordinance regarding the Oakwood Hills Annexation Case A-24-0015 and the adjacent right-of-way (ROW) of Nameless Road Annexation Case A-24-0019 regarding the voluntary annexation of 337.292 acres $\pm$ in size, more particularly described by Travis Central Appraisal District as Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and the portion of the abutting ROW known as Nameless Road; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

BACKGROUND:

A resolution was adopted on February 6, 2025 and commenced the voluntary annexation of 337.292 acres $\pm$ as described above. The resolution set the public hearing for March 6, 2025 and the readings of the ordinance for March 6, 2025 and March 20, 2025. The first and second readings of the ordinance were delayed by City Council action to allow additional time to research the request. The new hearing dates are April 17, 2025 for the first reading and May 1, 2025 for the second reading of the ordinance.

This development includes a large lot subdivision that would be served by City water and private septic systems. This annexation also includes a limitation on the number of building permits that may be issued. The landowner may not apply for building permits for more than 184 single-family residential lots located below the 965-foot elevation on the property until the completion of the elevated storage tank proposed on Hero Way.

The City Council discussed this item during the March 6, 2025 meeting and expressed concerns regarding annexation of the property and the ability for the City to serve the property with Police and Fire Service. Action on the item was tabled to provide time for staff to meet with the developer.

UPDATES SINCE 04/17/2025:

The applicant is meeting with the Travis County Judge to discuss options for waiving the lot size limitations associated with subdivisions served by ground water (requirement below). Staff has reached out to Travis County staff and confirmed that they have concerns regarding the main roadway crossing the floodplain, access, and the proposed lot count on a well system. They confirmed that they would be serving the development using shared wells that would require a water availability test.

Travis County Ordinance Requirement:

Travis County Code
Title 2: Ordinances & Regulations
Subtitle 19: Land Development
Subchapter B. Subdivision Standards

482.216 Water Availability Protection of Surface and Groundwater Quantity and Quality

- b. A residential subdivision that is supplied by groundwater from the Trinity or Edwards aquifers shall comply with this subsection in lieu of Subsection (a).
1. In subdivisions supplied by individual wells on lots, all lots shall be at least five acres in size.
 2. In subdivisions supplied by a centralized groundwater system:
 - A. all lots shall be at least three acres in size; or
 - B. the total number of lots shall not exceed the number of acres in the subdivision divided by four.

The above requirement applies if the lots are served by a community well system. If the city chooses not to annex and allow the developer to move forward with using city water, we will need to pursue an agreement that implements limitations on the water service. Providing water and not requiring annexation, will remove the city's ability to control land use.

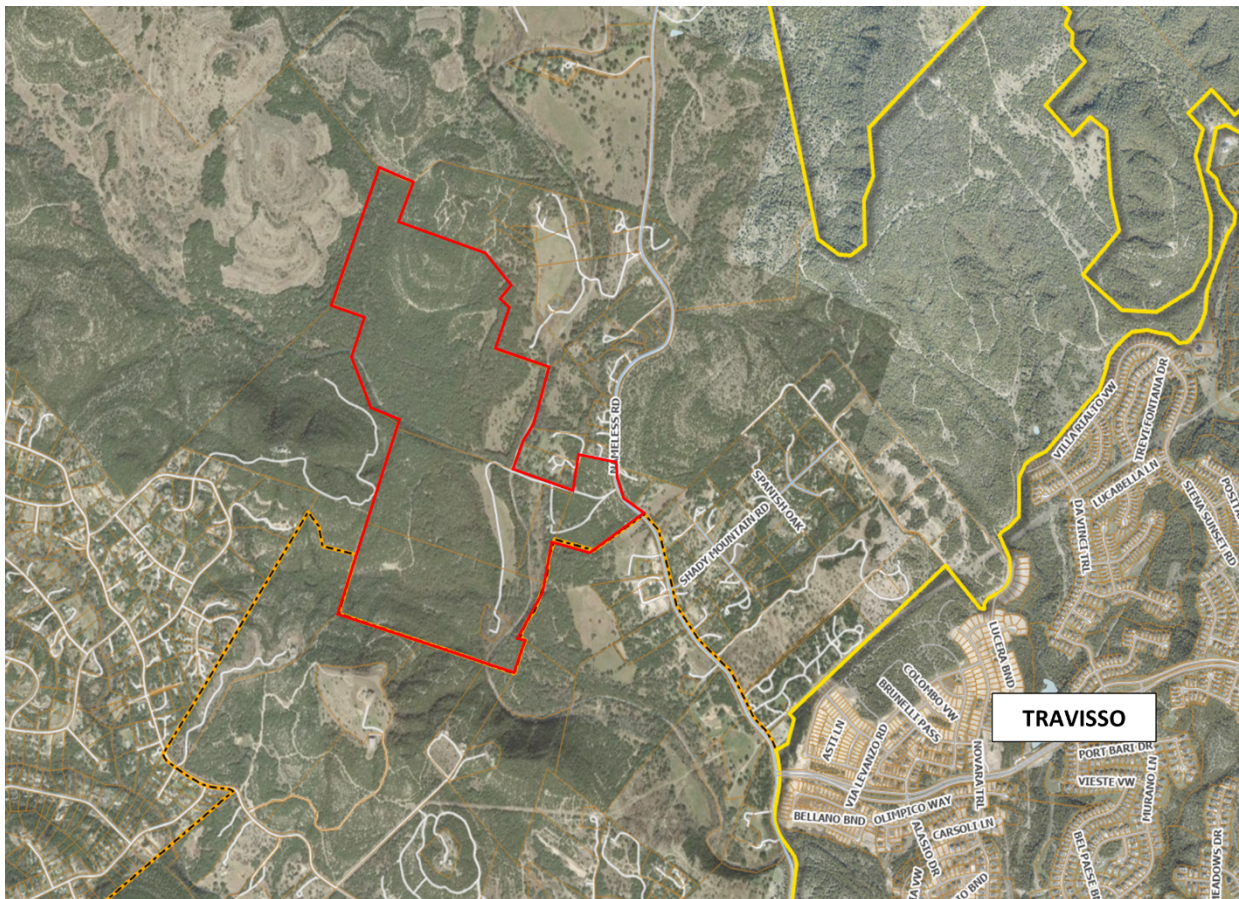
Staff has discussed the proposal with the applicant and have included updated recommendations for this case.

APPLICANT REQUEST:

The developer is proposing an annexation and zoning change for 337.292 acres of land with access off Nameless Road to allow for a large lot development. The proposal includes three (3) phases of residential development. The request for annexation is needed to allow for one-acre (1) lots, Travis County requires a minimum of three (3) acres. The applicant does intend to use City water and extend it from the Travisso Subdivision.

SIZE & LOCATION:

The property is located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, including approximately 337.292 acres. The land includes significant topography and floodplain that extends through the development. Hazardous materials and underground storage are not proposed.



LAND USE:

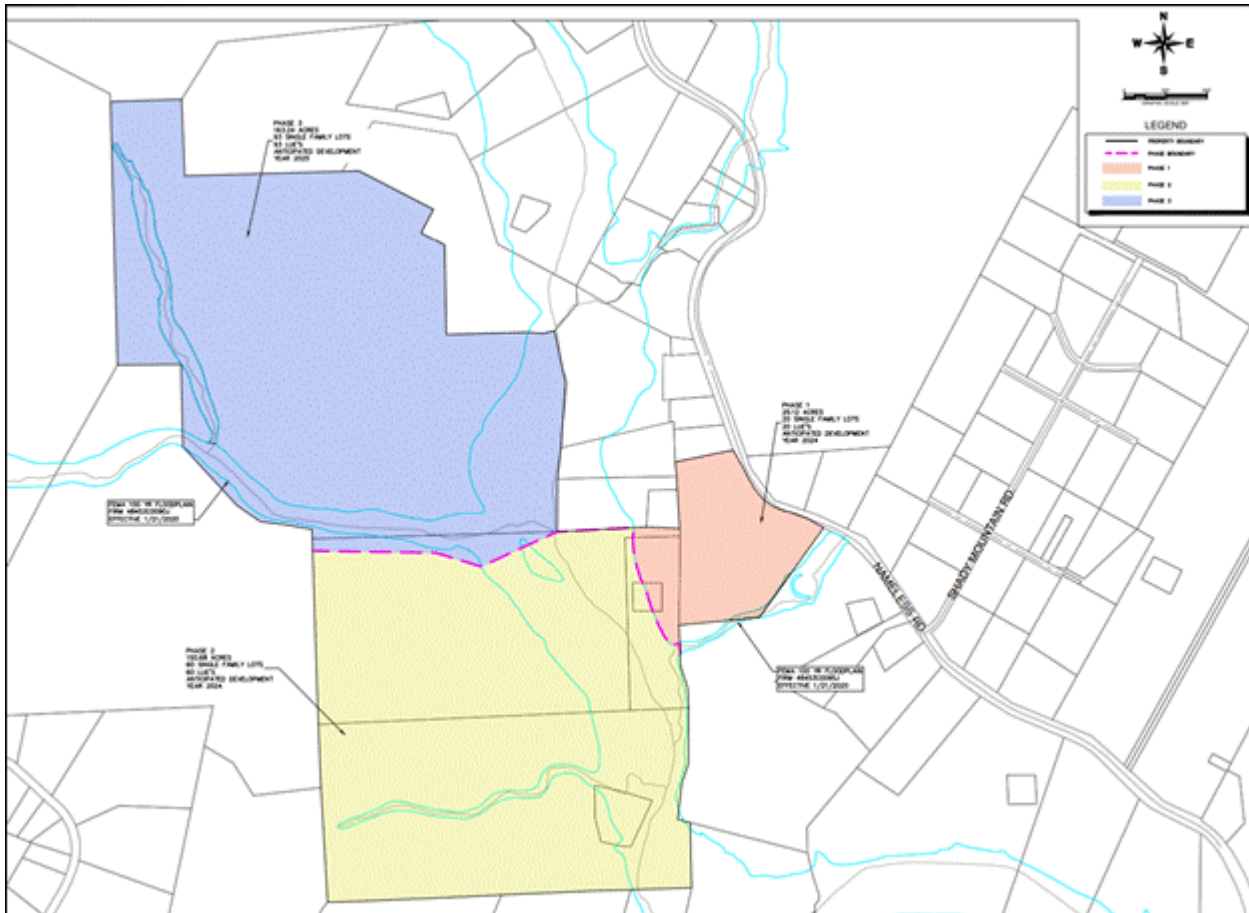
The SFR-2-B (Single-Family Rural) zoning district requires lots to be a minimum of one (1) acre in size. The future land use category is Rural which supports large lot residential development. An amendment to the Comprehensive Plan is not required. This property is not subject to an annexation development agreement.

PROPOSED CONCEPT PLAN:

Phase 1 (orange) – 20 lots

Phase 2 (yellow) – 60 lots

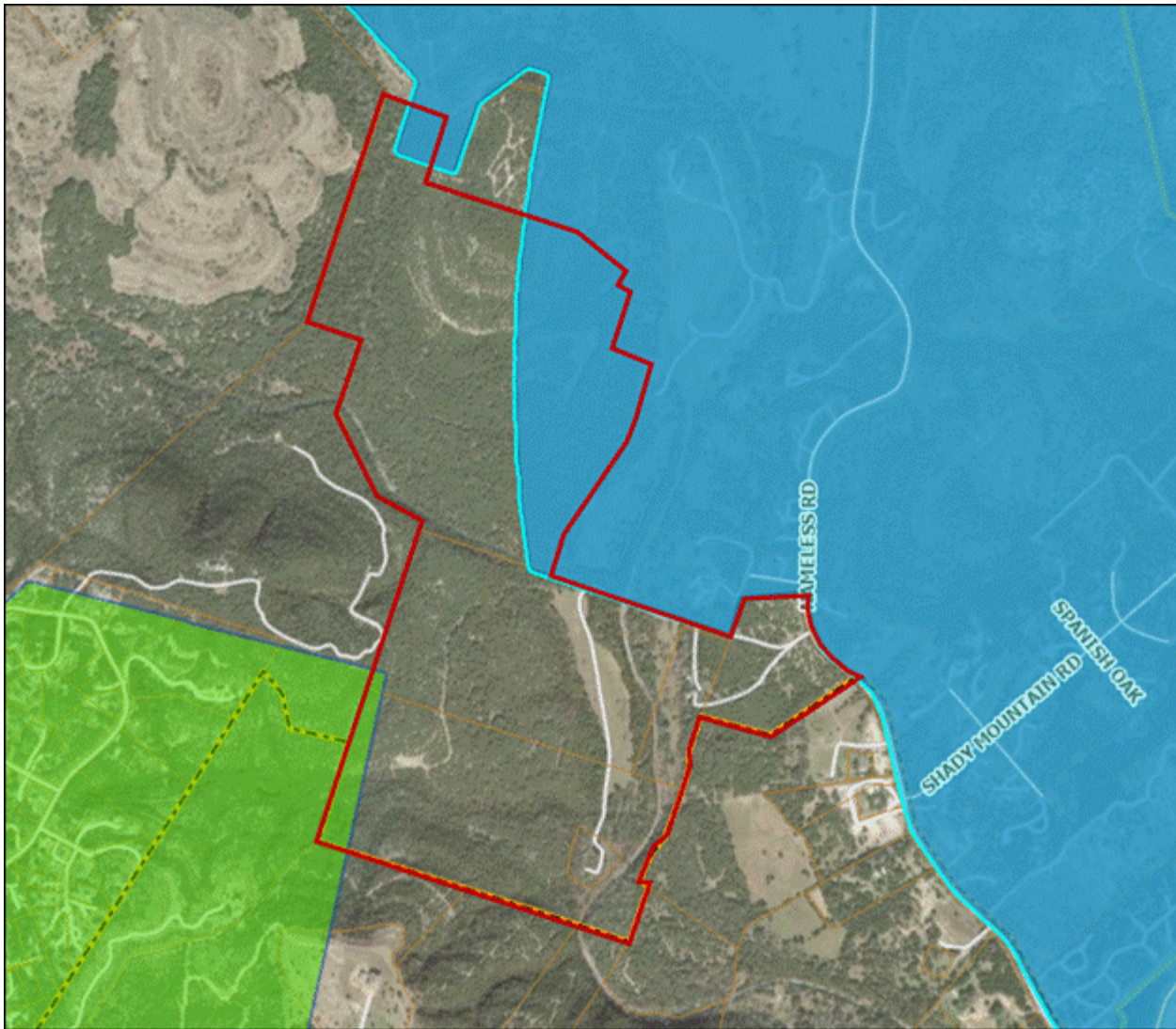
Phase 3 (blue) – 93 lots



UTILITIES:

A portion of the property is located in the Leander Water CCN (blue) and Aqua Water CCN (green) below. A portion of the property is located in the Leander Wastewater CCN (blue) below. The proposal includes extending the City's water system and providing on-site septic systems for the individual lots.

A water model was completed and confirms that the City can serve 184 lots without upgrading the system. In order to increase the lot count, the Elevated Storage Tank proposed to be located on Hero Way will need to be completed.



ROAD NETWORK:

This proposal will include a series of internal roads to serve the neighborhood. The developer is currently proposing public streets, but is willing to consider providing private streets. Nameless Road is a substandard road that is in poor condition. It is currently maintained by Jonestown and Travis County. The developer will need to complete a traffic study, make some improvements to the road and the extent of the improvements will be determined at the development stage.

The adjacent portion of Nameless Road will need to be annexed as part of this request. The future access points have not been identified.

With the number of single-family homes proposed, the development will be required to have a secondary access road, or the homes would have to be equipped with residential fire sprinkler systems as required by the fire code.

PARKLAND:

The developer has proposed to dedicate 6.1 acres of private parkland per the draft concept plan as well as pay a fee in lieu of parkland to make up the difference. The Parks Master Plan does not include a trail network at this location. The developer is proposing private parkland and a trails system.

EMERGENCY SERVICES:

This property is located in both the Travis County ESD No 1 and Travis County ESD No 7. Typically, when a

property is annexed the property is removed from the ESD (Emergency Services District). Legal has confirmed that we can annex the property and leave the property within the ESD boundaries. If the City elects not to remove the property from the ESDs, then the Municipal Services Agreement should be modified to reflect that the ESDs will provide fire and EMS services. If the property remains in the ESDs' service territory, the ESDs will continue to impose its sales tax on the property and the City will collect no sales tax from the property.

City response time may increase if the City chooses to buy out ESD No 1 and/or ESD No. 7. Williamson County EMS will serve land that is in Williamson County or the current city limits. If this property is added to the city limits, the Williamson County EMS service will not be extended to this area because this area is located in Travis County. The City will need to work with Travis County EMS or Travis County ESD No 7.

POTENTIAL ADVANTAGES & DISADVANTAGES:

Potential Advantages and Disadvantages of Annexing	Potential Advantages and Disadvantages of not Annexing
A new large lot development with parks and trails will provide housing opportunities to citizens of Leander. (Advantage)	Land-use controls will not apply. The City will not be able to limit lot size or land use, but the developer can have access to the water. (Disadvantage)
This development would bring high-quality residential houses to the area. (Advantage)	This development offers high-quality residential houses on developable acreage lots with a large greenbelt and would provide large lot housing for the community. Not annexing could make it more difficult to develop. (Disadvantage)
The City would collect property taxes and utility billing-related revenues. (Advantage)	The City would not be able to collect property taxes and would only collect limited utility billing-related revenues. (Disadvantage)
The City would have to provide traffic enforcement and maintenance of all public roadways, public parkland, and water-related infrastructure (Disadvantage)	The City would not have to provide police-related services, code enforcement, or roadway maintenance, and would continue to only provide existing levels of mutual aid-related fire services. (Advantage)
The City would need to annex a portion of Nameless Road and take on its maintenance.(Disadvantage)	

HISTORY/TIMELINE:

02/06/2025 Annexation – City Council Resolution Adopted
 02/13/2025 Zoning Request – Planning & Zoning Commission, 1st Public Hearing (approval)
 03/06/2025 Annexation – City Council, 1st Public Hearing & 1st Reading of the Ordinance (postponed)
 03/20/2025 Annexation – City Council, 1st Reading of the Ordinance (postponed)
 03/20/2025 Zoning Request – City Council, 2nd Public Hearing & 1st Reading of the Ordinance (postponed)
 04/17/2025 Annexation – City Council, 1st Reading of the Ordinance
 04/17/2025 Zoning Request – City Council, 1st Reading of the Ordinance

APPLICANT/AGENT:

ViewPoint Engineering (Luke Caraway) on behalf of 23244 Nameless Rd, LLC. (Dharma Rajah)

RECOMMENDATION:

As part of the evaluation of this request, the City Council has the following options:

1. Approve the first reading of the annexation ordinance;
2. Approve the first reading of the annexation ordinance with the following conditions:
 - a. The property shall remain in the Travis County ESD No 1 and Travis County ESD No 7;
 - b. All interior streets shall be privately owned and maintained;
 - c. All parkland shall be privately owned and maintained;
 - d. Consider a shared fund for improvements to Nameless Road;
 - e. Landscape restrictions to include rainwater collection; and
 - f. Pre-plumb the subdivision for reclaimed water.
3. Deny the requested annexation.

Staff recommends Option 2 listed above – Approve the first reading of the annexation ordinance and direct staff to bring back a modified Municipal Service Agreement for second reading with the following changes:

- a. The property shall remain in and be served by the Travis County ESD No 1 and Travis County ESD No 7;
- b. All interior streets shall be privately owned and maintained; and
- c. All parkland shall be privately owned and maintained.
- d. Consider a shared fund for improvements to Nameless Road;
- e. Landscape restrictions to include rainwater collection; and
- f. Pre-plumb the subdivision for reclaimed water.

These conditions will address the concerns regarding any added strain on emergency services, road maintenance, and parkland maintenance. Staff made this recommendation based on the surrounding residential land uses, the future land use plan from the Comprehensive Plan, and the desire to manage land uses and water supply.

The next item on the agenda is the zoning case associated with this development. Action on this item does not approve the zoning.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Fiscal Impact

Attachments:

1. A-24-0015 Att 1 Oakwood Hills Resolution
2. A-25-0020 Att 2 Oakwood Hills Resolution ROW
3. A-24-0015 & A-25-0019 Att 3 Location Map - Oakwood Hills
4. A-24-0015 Att 4 Ordinance - Oakwood Hills
5. A-25-0019 Att 5 Ordinance - Oakwood Hills ROW

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 337.292 ACRES, MORE OR LESS, OF LAND LOCATED IN TRAVIS COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the owner of certain property located within Travis County, Texas, have petitioned the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of said property, more particularly described in **Exhibit B** attached hereto and incorporated by reference herein (the, “Subject Property”), into the City limits; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City and the owner(s) have made application for annexation; and

WHEREAS, after review and consideration of such requests and petition for annexation from the owners of the Subject Property, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

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

Section 2. Proceedings. The petition for annexation, attached hereto as **Exhibit A**, of the Subject Property described hereinbelow and further described in **Exhibit B** and the service plan attached hereto as **Exhibit C**, are hereby accepted (all exhibits described herein are incorporated by reference herein for all purposes).

Subject Property:

BEING a 337.292-acre tract of land situated in the D. & W.R.R. Co Survey No. 95, Abstract No. 244, the W.F. Fisk Survey No. 191, Abstract No. 2627, the B. Bilberry Survey No. 550, Abstract No. 148, the Fred Lohmann Survey S.F. 14974, Abstract No. 2758, the L.S. Bilberry Survey No. 552, Abstract No. 147, the J.P. Colley Survey No. 190, S.F. 7951, Abstract No. 2738 and the J.J. White Survey No. 63, Abstract No. 2262, Travis County, Texas, being all of that certain 256.491 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document No. 2022079995, all of that certain 1.000 acre tract as described in a General Warranty Deed with Vendor' Lien to 23244 Nameless Rd LLC in Document No. 2022076004, all of that certain 76.816 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document NO. 2022076184 and all of that certain 2.985 acre tract of land as described in a General Warranty Deed with Vendor's Lien in Document No. 2022076122 all in the Official Public Records of Travis County, Texas

A public hearing has been set for the date of **Thursday March 6, 2025**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein, **Exhibit B** shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the ____ day of _____, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

PETITION

(see attached)

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

**REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER
FOR ANNEXATION OF PROPERTY**

WHEREAS, the undersigned is the owner of a certain area of land located within Travis County, Texas, such property being more particularly described hereinafter by true and correct legal description attached hereto as **Exhibit A**, which is abutted by the portion of right-of-way commonly known as Nameless Road shown in **Exhibit B** (the, "Subject Property"); and

WHEREAS, the undersigned has sought the annexation of the Subject Property by the City of Leander, Texas, (hereinafter sometimes referred to as "City"), in order to obtain the benefits of City services to the Subject Property by the City; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

WHEREAS, the City, pursuant to §43.003, *Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, pursuant to §43.0672, *Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as **Exhibit C** and incorporated by reference herein; and

WHEREAS, the undersigned agrees and consents to the annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the Subject Property described as follows:

All that certain tract or parcel of land, being 337.292 acres, more or less, located in Travis County, Texas, and being more particularly shown and described in **Exhibit A** attached hereto and incorporated herein for all purposes, and the portion of the abutting right-of-way known as Nameless Road, shown in **Exhibit B** attached hereto and incorporated herein for all purposes.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit C**.

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as Exhibit C, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

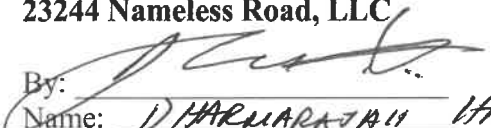
SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision of services attached hereto as Exhibit C.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Travis County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this ¹⁷14 day of JANUARY 2025, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner:

23244 Nameless Road, LLC

By: 

Name: DHANARAJALI HARIKUMAR DASARI

Title: MANAGER

STATE OF TEXAS

COUNTY OF

HARRIS

§
§
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DHARMARAJAH HARIKUMAR RAJAH, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 14th day of JAN. 2025.

(SEAL)



ChingLung Wang
Notary Public - State of Texas

Exhibit B

PROPERTY DESCRIPTION

(see attached)

LEGAL DESCRIPTION

BEING a 337.292-acre tract of land situated in the D. & W.R.R. Co Survey No. 95, Abstract No. 244, the W.F. Fisk Survey No. 191, Abstract No. 2627, the B. Bilberry Survey No. 550, Abstract No. 148, the Fred Lohmann Survey S.F. 14974, Abstract No. 2758, the L.S. Bilberry Survey No. 552, Abstract No. 147, the J. P. Colley Survey No. 190, S.F. 7951, Abstract No. 2738 and the J.J. White Survey No. 63, Abstract No. 2262, Travis County, Texas, being all of that certain 256.491 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document No. 2022079995, all of that certain 1.000 acre tract as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document No. 2022076004, all of that certain 76.816 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document NO. 2022076184 and all of that certain 2.985 acre tract of land as described in a General Warranty Deed with Vendor's Lien in Document No. 2022076122 all in the Official Public Records of Travis County, Texas; said 337.292 acres being more particularly described as follows, with bearings based on the Texas Coordinate System of 1983, Central Zone:

BEGINNING: at a 1/2-inch iron rod found on the eastern line of Tract 1 – 3300.659 as described in a Special Warranty Deed to the United State of America in Volume 11880, Page 372 of the Real Property Records of Travis County, Texas, further described as Tract 6 in Volume 8160, Page 725 of the Real Property Records of Travis County, Texas, for the Northwestern corner of the said 256.491 acre tract, a corner of that certain tract of land called to contain 145.4 acres as described in a Special Warranty Deed to Kathryn Jo Kotrla, Trustee of the Martha E. Kutscher Living Trust in Document No. 2012174537 of the Official Public Records of Travis County, Texas and being further described in Volume 1130, Page 62 of the Deed Records of Travis County, Texas, for the northwestern corner of this herein described tract;

THENCE: North 88°29'54" East a distance of 517.76 feet along the southern line of the said 145.4-acre tract, a northern line of the said 256.491-acre tract to a cotton spindle in a 4.5-inch Cedar Post found for a corner of the said 256.491 acre tract, the southeastern corner of the said 145.4 acre tract, a corner of the called 30.3-acre tract as described in a Warranty Deed to Joseph Dugone and Barbara Louise Dugone in Document No. 2022007172 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 01°58'39" East a distance of 558.09 feet along a line of the said 256.491-acre tract, a western line of the said 30.3-acre tract to a 60d Nail in Rock Mound found for a corner of the said 256.491-acre tract, the southwestern corner of the said 30.3-acre tract, for a corner of this herein described tract;

THENCE: North 88°45'45" East a distance of 253.21 feet along the southern line of the said 30.3-acre tract, a northern line of the said 256.491-acre tract to a 1/2-inch iron rod in rock mound found for the northwestern corner of the said B. Bilberry Survey No. 550, a corner of the said W.F. Fisk Survey No. 191, for a corner of this herein described tract;

THENCE: North 88°35'32" East a distance of 1015.57 feet continuing along a northern line of the said 256.491-acre tract, the southern line of the said 30.3-acre tract the northern line of the said B. Bilberry Survey No. 550 and the southern line of the said W.F. Fisk Survey No. 191 to a 3-inch Cedar Fence Post found for a corner of the said

B. Bilberry Survey, a corner of the W.F. Fisk Survey, a corner of the said 256.491-acre tract, the southeastern corner of the said 30.3-acre tract and the southwestern corner of the remainder of Tract 2 called to contain 11.667 acres as described in a General Warranty Deed to Darrell J. Leslie in Volume 12424, Page 1639 of the Real Property Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 62°13'57" East a distance of 609.26 feet along the southwestern line of the remainder of the said 11.667-acre tract, a line of the said 256.491-acre tract, a northeastern line of the said B. Billberry Survey No. 550, a southwestern line of John Bilberry Survey No. 612, Abstract No. 82 to a 1/2-inch iron rod found for a corner of the remainder of the said 11.667-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract, from which an axle found for the southeastern corner of the said John Bilberry Survey No. 612, the easternmost northeastern corner of the said B. Billberry Survey No. 550, a corner of the J.P. Colley Survey No. 190 bears South 62°14'39" East a distance of 1167.60 feet;

THENCE: South 17°16'19" East a distance of 274.88 feet along an eastern line of the said 0.43-acre tract, a line of the remainder of the said 11.667-acre tract, to a 1/2-inch iron pipe found for a corner of the remainder of the said 11.667-acre tract, a corner of the said 256.491-acre tract, a corner of a called 11.36-acre tract as described in a Warranty Deed to Darrell J. Leslie in Volume 12738, Page 2544 of the Real Property Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 00°53'25" East a distance of 651.13 feet along a line of the said 256.491-acre tract, the western line of the said 11.36-acre tract to a 1/2-inch iron rod with cap stamped "3DS Land Surveying" found for a corner of the said 256.491-acre tract, the southwestern corner of the said 11.36-acre tract, the western corner of a called 0.31-acre tract as described in a Warranty Deed to Darrell J. Leslie in Document No. 20110201471 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 87°26'34" East a distance of 570.21 feet along a southern line of the said 0.31-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod with yellow cap found for a corner of the said 0.31-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 77°23'38" East a distance of 138.84 feet to a 1/4-inch iron pipe found for the easternmost corner of the said 0.31-acre tract, a corner of the said 11.36-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 78°19'47" East a distance of 83.60 feet to a 1/2-inch iron pipe found on the western line of a called 4.06-acre tract as described in a General Warranty Deed to Ola Colley Donahue in Document No. 2002198607 of the Official Public Records of Travis County, Texas, for the southeastern corner of the said 11.36-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 11°31'16" East a distance of 383.50 feet along a western line of the said 4.06-acre tract, an eastern line of the said 256.491-acre tract to a calculated point in or near the center of a creek, for a corner of the said 4.06-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 06°28'38" West a distance of 447.19 feet continuing along a western line of the said 4.06-acre tract, an eastern line of the said 256.491-acre tract to a calculated point in or near the center of a creek, for a

corner of the said 256.491-acre tract, a corner of the said 4.06-acre tract, the northwestern corner of a called 6.166 acre tract as described in a General Warranty Deed to Robie L. Rehse in Document No. 2006018989 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract, from which a T-Post found bear North 77°01'20" East a distance of 9.73 feet;

THENCE: South 06°47'20" West a distance of 226.87 feet along the western line of the said 6.166-acre tract, an eastern line of the said 256.491-acre tract to a 5/8-inch iron rod found on the southern line of the said B. Bilberry Survey No. 550, for the southwestern corner of the said 6.166-acre tract, a corner of the remainder of the said 157.30-acre tract, the northwestern corner of a called 6.115 acre tract as described in a General Warranty Gift Deed to Carlos Lucas in Document No. 2013119490 of the Official Public Records of Travis County, Texas, the westernmost northwestern corner of the Mrs. Maude Lohmann Survey, S.F. 15082, Abstract No. 2759, the northeastern corner of the Fred Lohmann Survey, S.F. 14974, Abstract No. 2758, for a corner of this herein described tract;

THENCE: South 01°05'25" West a distance of 382.36 feet along the western line of the said 6.115-acre tract, and eastern line of the said 256.491-acre tract, the western line of the said Mrs. Maude Lohmann Survey, the easternmost line of the said Fred Lohmann Survey to a 5/8-inch iron rod found on the northern line of a called 80 acre tract as described in a Deed from the Veterans Land Board of the State of Texas to Robert L. Morriss in Volume 12058, Page 1672 of the Real Property Records of Travis County, Texas further described in Volume 1501, Page 349 of the Deed Records of Travis County, Texas, the northern line of L.S. Bilberry Survey No. 552, for the southwestern corner of the said 6.115-acre tract, for a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 87°33'07" East a distance of 650.45 feet along the southern line of the said 6.115-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod with cap stamped "RPLS 3991" found for the southeastern corner of the said 6.115-acre tract, the southwestern corner of a called 1.330-acre tract as described in a Correction General Warranty Deed to Nancy Gantt Whiddon in Document No. 2013119489 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: North 87°35'10" East a distance of 235.10 feet along the southern line of the said 1.330-acre tract to a 3/4-inch iron pipe with 60d nail inside for the southeastern corner of the said 1.330-acre tract, the southeastern corner of the said Mrs. Maude Lohmann Survey, the northeastern corner of the said L.S. Bilberry Survey No. 552, a corner of the said 256.491-acre tract on the western line of J.J. White Survey No. 63, for a corner of this herein described tract;

THENCE: North 01°39'07" West along the eastern line of the said 1.330-acre tract, the eastern line of the said 6.115-acre tract, the eastern line of the said Mrs. Maude Lohmann Survey, the Western line of the said J.J. White Survey No. 63, a line of the said 256.491-acre tract at 355.49 feet pass a 1/2-inch iron pipe found for the northeastern corner of the said 6.115-acre tract, the southeastern corner of the said 6.166-acre tract, **a distance in all of 465.32 feet** to a 1/2-iron pipe found for a corner of the said 256.491-acre tract, the northwestern corner of the said J.J. White Survey No. 63, the southwestern corner of the J.P. Colley Survey No. 190, for the southwestern corner of Lot 3 of the Jackson Addition as shown on a plat recorded in Document No. 201400062 of the Plat Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: North 78°54'43" East a distance of 142.53 feet along the southern line of the said Jackson Addition, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said Jackson Addition, for a corner of this herein described tract;

THENCE: North 78°40'49" East a distance of 288.31 feet continuing along the southern line of the said Jackson Addition to a 1/2-inch iron rod found on the southwestern line of Nameless Road (R.O.W. Varies), for the southeastern corner of the said Jackson Addition, for a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 19°16'31" East a distance of 159.03 feet along the southwestern line of said Nameless Road, an eastern line of the said 256.491-acre tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract, a corner of said Nameless Road, for a corner of this herein described tract;

THENCE: Continuing along an eastern line of the said 256.491-acre tract, a southwestern line of said Nameless Road, with a non-tangent curve to the left having a Delta angle of 61°42'00", a Radius of 613.07 feet, an Arc length of 660.20 feet with the chord of the curve South 50°09'52" East a distance of 628.76 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract, a corner of the said Nameless Road, for a corner of this herein described tract;

THENCE: South 81°00'52" East a distance of 9.54 feet continuing along an eastern line of the said 256.491-acre tract, a southwestern line of said Nameless Road to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract, a corner of said Nameless Road, for a corner of this herein described tract;

THENCE: Continuing along an eastern line of the said 256.491-acre tract, a southwestern line of said Nameless Road, with a non-tangent curve to the right having a Delta angle of 12°07'09", a Radius of 572.96 feet, an Arc length of 121.19 feet with the chord of the curve South 76°47'15" East a distance of 120.97 feet to a 1/2-inch iron rod found for a corner of the said 256.491-acre tract, the northernmost corner of a called 48.136-acre tract as described in a Quit Claim Deed to Cecelia A. Fortney, Trustee of the Cecelia A. Fortney Revocable Trust Agreement dated January 23, 2018 in Document No. 2018075941 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: South 35°57'08" West a distance of 803.00 feet along a northwestern line of the said 48.136-acre tract, a southeastern line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 48.136-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 84°48'17" West a distance of 586.05 feet along a northern line of the said 48.136-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for the northwestern corner of the said 48.136-acre tract, the described ending point of a boundary line agreement as described in Volume 2673, Page 38 of the Deed Records of Travis County, Texas between Mrs. Hilda Alley, George A. and Ruby Roberta Agnew, Jim and Hazel Lindeman and Allwyn G. Gallaway, for a corner of this herein described tract;

THENCE: South 01°53'56" East a distance of 267.54 feet along the western line of the said 48.136-acre tract, a line of the said boundary line agreement to a 15-inch Cedar Tree found for a corner of the said 48.136-acre tract, a corner of the said boundary line agreement, for a corner of this herein described tract;

THENCE: South $06^{\circ}16'30''$ East a distance of 34.36 feet continuing along a western line of the said 48.136-acre tract, a line of the said boundary line agreement to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract on the western line of the said 48.136-acre tract, a line of the said boundary line agreement, for a corner of this herein described tract;

THENCE: South $17^{\circ}24'30''$ East a distance of 62.63 feet continuing along a western line of the said 48.136-acre tract, a line of the said boundary line agreement to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 256.491-acre tract, a corner of the said 76.816-acre tract, for a corner of this herein described tract;

THENCE: South $17^{\circ}24'30''$ East a distance of 83.32 feet with the said boundary line agreement and the western line of the said 48.136-acre tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $14^{\circ}05'49''$ East a distance of 33.94 feet continuing with said boundary line agreement, the western line of the said 48.136-acre tract to a 60d Nail found for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $00^{\circ}38'18''$ West a distance of 129.83 feet continuing with the said boundary line agreement, the western line of the said 48.136-acre tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $00^{\circ}17'14''$ East continuing along the said boundary line agreement, a western line of the said 48.136-acre tract, at a distance of 28.15 feet pass a 1/2-inch iron rod found online, **a distance in all of 403.00 feet** to a 8-inch Live Oak Tree found for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract for a corner of this herein described tract;

THENCE: South $18^{\circ}04'16''$ West a distance of 157.03 feet continuing with the said boundary line agreement, a western line of the said 48.136-acre tract passing the eastern line of the said L.S. Bilberry Survey No. 552, the western line of the said J.J. White survey to a nail in a 15-inch Cedar Tree found for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $07^{\circ}05'51''$ West a distance of 135.65 feet continuing with the said boundary line agreement, a western line of the said 48.136-acre tract to a 24-inch Cedar Tree found for a corner of the said boundary line agreement, a corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South $04^{\circ}56'39''$ West a distance of 122.34 feet continuing with the said boundary line agreement a western line of the said 48.136-acre tract to a 1/2-inch iron rod found for a corner of the said boundary line agreement, the southwestern corner of the said 48.136-acre tract, for a corner of this herein described tract;

THENCE: South 75°05'26" East a distance of 92.39 feet continuing with said boundary line agreement, a southern line of the said 48.136-acre tract to a 1/2-inch iron rod found for the northwestern corner of the said 16.335-acre tract in Document No. 2021051110, for a corner of this herein described tract;

THENCE: South 00°59'06" East a distance of 238.15 feet with the western line of the said 16.335-acre tract to a 1/2-inch iron rod found for a corner of the said 16.335-acre tract, the southwestern corner of the said J.J. White Survey No. 63, a corner of the said G.W. Wheeler Survey No. 2, for a corner of this herein described tract;

THENCE: South 02°18'26" East a distance of 226.30 feet continuing with the western line of the said 16.335-acre tract, the eastern line of the said L.S. Bilberry Survey No. 552, a line of the said G.W. Wheeler Survey No. 2 to a Cedar Hub found for the southeastern corner of the said 76.816-acre tract, the southeastern corner of the said L.S. Bilberry Survey No. 552, a corner of the G.W. Wheeler Survey No. 2, Abstract No. 2559, the same being a corner of a called 16.335 acre tract of land in a General Warranty Deed to JNJ Enterprises, LLC in Document No. 2021051110 of the Official Public Records of Travis County, Texas and the northeastern corner of a called 17.0 acre tract of land as described in a Deed to David C. Wallace in Volume 9591, Page 514 of the Real Property Records of Travis County, Texas, for the southeastern corner of this herein described tract;

THENCE: South 87°41'18" West along the southern line of the said 76.816-acre tract, the southern line of the said L.S. Bilberry Survey No. 552, the northern line of the said G.W. Wheeler Survey No. 2 and line of the Wiley Pope Survey No. 2, Abstract No. 2556, at 27.34 feet pass a 2-inch Cedar fence post found 1.75 feet south of the line for a corner of the said 17.0-acre tract, at 433.28 feet pass a 16-inch Cedar Tree found 7.0 feet south of the line for the northwestern corner of the said 17.0 acre tract, the northeastern corner of a called 99.95-acre tract as described in a General Warranty Deed to Schwertner Farms, Inc in Document No. 2007086046 of the Official Public Records of Travis County, Texas, at 488.12 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 8.14 feet south of the line for a corner of the said 99.95-acre tract, at 551.23 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.11 feet south of the line for a corner of the said 99.95-acre tract, at 600.85 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 0.79 feet south of the line for a corner of the said 99.95-acre tract, at 671.13 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 1.98 feet south of the line for a corner of the said 99.95-acre tract, at 908.88 feet pass a 1/2-inch iron rod with cap stamped "Maple RPLS 5043" found 2.92 feet south of the line for a corner of the said 99.95-acre tract, at 1085.03 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 1.41 feet south of the line for a corner of the said 99.95-acre tract, at 1375.75 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.30 feet south of the line for the northwestern corner of the said 99.95-acre tract, the northeastern corner of a called 98.47-acre tract as described in a General Warranty Deed to Schwertner Farms, Inc in Document No. 2007086047 of the Official Public Records of Travis County, Texas, at 1836.63 feet pass a nail in a 14-inch Cedar tree found 3.84 feet south of the line for a corner of the said 98.47-acre tract, at 2036.72 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.57 feet south of the for a corner of the said 98.47-acre tract, at 2146.15 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.78 feet south of the line for a corner of the said 98.47-acre tract, at 2321.26 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 2.63 feet south of the line for a corner of the said 98.47-acre tract, at 2612.94 feet pass a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found 0.22 feet north of the line for a corner of the said 98.47 acre tract, **a distance in all of 2640.19 feet** to a 1/2-inch iron rod in stone mound found for the southwestern corner of the said 76.816-acre tract, the southwestern corner of this herein described tract, the southwestern corner of the said L.S. Bilberry Survey No. 552, a corner of the said Wiley Pope Survey No. 2, the southeastern

corner of a called 58.62-acre tract as described in a Warranty Deed to Joseph F. Lamoreux in Document No. 2018095795 of the Official Public Records of Travis County, Texas, from which a 1/2-inch iron rod with cap stamped "Maples RPLS 5043" found for the called northwestern corner of the said 98.47-acre tract in conflict with this tract bears North 16°41'32" West a distance of 4.12 feet, another 1/2-inch iron rod found bears South 73°43'57" West a distance of 6.92 feet;

THENCE: North 02°38'14" West along the western line of the said 76.816-acre tract, the eastern line of the said 58.62-acre tract, the western line of the said L.S. Bilberry Survey No. 552, the eastern line of the said Wiley Pope Survey No. 2, the eastern line of a called 10.348-acre tract as described in a Special Warranty Deed to David & Laura Dow Trust in Document No. 2007204202 of the Official Public Records of Travis County, Texas, at 830.75 feet pass a calculated point for the northeastern corner of the said 58.62-acre tract, the southeastern corner of the said 10.348-acre tract from which a 1/2-inch iron rod with cap stamped "Baker Aicklen" found bears South 82°22'26" West a distance of 3.30 feet, at 1127.19 feet pass a Mag Nail found, **a distance in all of 1316.91 feet** to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for the northwestern corner of the said 76.816-acre tract, the southwestern corner of the said 256.491-acre tract, from a corner of this herein described tract;

THENCE: North 02°38'14" West a distance of 133.17 feet along the western line of the said 256.491-acre tract, the eastern line of the said 10.348-acre tract to a 1/2-inch iron rod found for the northeastern corner of the said 10.348-acre tract, the northeastern corner of the said Wiley Pope Survey No. 2, the southernmost southeastern corner of the said Fred Lohmann Survey, the southeastern corner of a called 100.35-acre tract of land as described in a Deed to David and Laura Dow Revocable Trust in Document No. 2005130955 of the Official Public Records of Travis County, Texas, for a corner of this herein described tract;

THENCE: North 02°32'09" West a distance of 1183.74 feet along the western line of the said 256.491-acre tract, the eastern line of the said 100.35-acre tract to a 1/2-inch iron rod in stone mound found a corner of the said 100.35-acre tract, the northwestern corner of the said L.S. Bilberry Survey No. 552, a corner of the said Fred Lohmann Survey, a corner of the remainder of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 07°47'58" West a distance of 71.24 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod with cap stamped "3DS Land Surveying" found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 80°10'52" West a distance of 191.21 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 82°40'23" West a distance of 181.28 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 54°41'43" West a distance of 207.69 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 42°20'04" West a distance of 579.74 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 01°01'13" West a distance of 113.30 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: North 01°00'30" West a distance of 483.60 feet along a line of the said 100.35-acre tract, a line of the said 256.491-acre tract to a 1/2-inch iron rod found for a corner of the said 100.35-acre tract, a corner of the said 256.491-acre tract, for a corner of this herein described tract;

THENCE: South 89°43'38" West a distance of 463.20 feet continuing along a line of the said 100.35 acre tract, a line of the said 256.491-acre tract to a 12-inch Live Oak Tree found for a westernmost southwestern corner of the said 256.491-acre tract, the northwestern corner of the said 100.35-acre tract, a corner of the said United State of America tract in Volume 11880, Page 372, for a corner of this herein described tract, from which a 3-inch U.S. Department of Interior Aluminum cap found bears North 00°58'31" West a distance of 5.00 feet and another 3-inch U.S. Department of Interior Aluminum cap found bears South 27°44'52" West a distance of 5.00 feet;

THENCE: North 01°10'26" West a distance of 1921.97 feet continuing with the western line of the said 256.491-acre tract, the eastern line of the said United States of America Tract to the POINT OF BEGINNING and CONTAINING an area of 337.292-acres of land.



Rex L. Hackett
Registered Professional Land Surveyor No. 5573
rhackett@jonescarter.com

7-15-2022

Date:

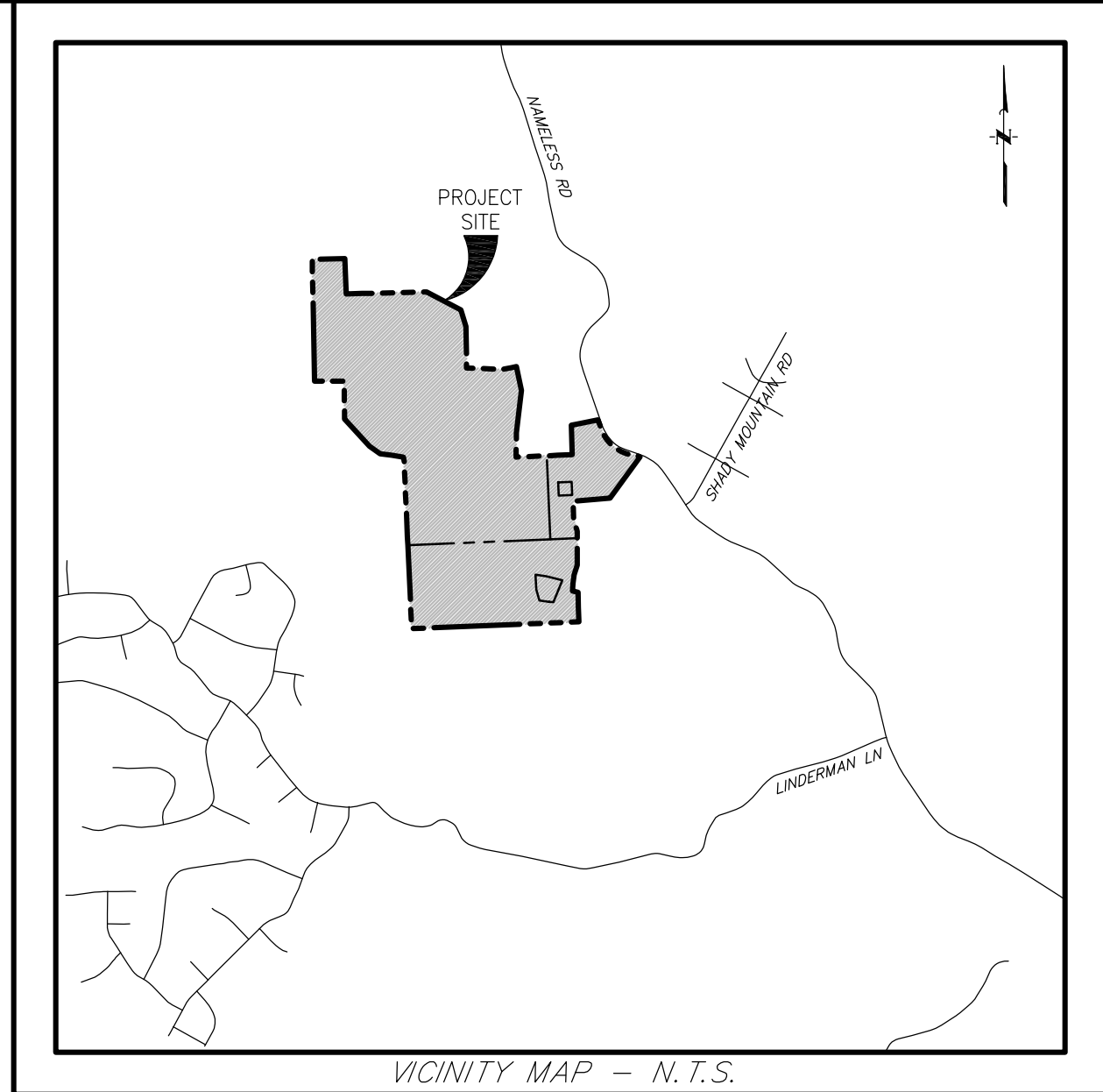


LEGEND

- IRON ROD FOUND
- IRON PIPE FOUND
- NAIL FOUND
- 5/8" IRON ROD SET W/CAP
- STAMPED "JONES/DARTER"
- TREE/CEDAR FENCE POST
- NAIL SET
- CALCULATED POINT
- () RECORD INFORMATION
- D.R.T.C.T. DEED RECORDS OF TRAVIS COUNTY, TEXAS
- R.P.R.T.C.T. REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
- P.R.T.C.T. PLAT RECORDS OF TRAVIS COUNTY, TEXAS
- O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS

KATHRYN JO KOTILA, TRUSTEE OF THE MARTHA E. KUTSCHER LIVING TRUST
SPECIAL WARRANTY DEED
DOC. NO. 201718437 O.P.R.T.C.T.
THE KUTSCHER RANCH, LTD.
SPECIAL WARRANTY DEED
DOC. NO. 201718438 O.P.R.T.C.T.
(MARTHA KUTSCHER)
(145.4 ACRES)
VOL. 1136, PG. 82 O.P.R.T.C.T.

McKINNEY & WILLIAMS
SURVEY NO. 601
ABSTRACT NO. 574



VICINITY MAP - N.T.S.

D. & W.R.R. CO.
SURVEY NO. 95
ABSTRACT NO. 244

UNITED STATES OF AMERICA
SPECIAL WARRANTY DEED
TRACT 1 - 3300.659 ACRES
VOL. 1180, PAGE 372 O.P.R.T.C.T.
(TRACT 6 - VOL. 8160, PG. 725)

W.F. FISK
SURVEY NO. 91
ABSTRACT NO. 2627

JOSEPH DUGONE & BARBARA LOUISE DUGONE
TRUSTEES OF THE HAWK VALLEY TRUST
WARRANTY DEED
30.3 ACRES
DOC. NO. 202200712 O.P.R.T.C.T.

JOHN BILBERRY
SURVEY NO. 612
ABSTRACT NO. 82

DARRELL J. LESLIE
GENERAL WARRANTY DEED
TRACT 2 - 11.867 ACRES
VOL. 12424, PG. 1639 R.P.R.T.C.T.

JO LANA LESLIE
WARRANTY DEED
28.31 ACRES
DOC. 2011020473 O.P.R.T.C.T.

J.P. COLLEY
SURVEY NO. 190
ABSTRACT NO. 2738
S.F. 7951

TRACT D
23244 NAMELESS RD LLC
GENERAL WARRANTY DEED
W/VENDOR'S LIEN
257.491 ACRES
DOC. 202207085 O.P.R.T.C.T.

B. BILBERRY
SURVEY NO. 550
ABSTRACT NO. 148

TOTAL ACRES
337.292 ACRES

W.T. COLLEY
ABST. NO. 2760
S.F. 15083

MRS. MAUDE LOHMAN
ABST. NO. 2759
S.F. 15082

MRS. MAUDE LOHMAN
ABST. NO. 2759
S.F. 15082

MRS. MAUDE LOHMAN
ABST. NO. 2759
S.F. 15082

MRS. MAUDE LOHMAN
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MRS. MAUDE LOHMAN
ABST. NO. 2759
S.F. 15082

MRS. MAUDE LOHMAN
ABST. NO. 2759
S.F. 15082

FRED LOHMAN
SURVEY NO. 2758
S.F. 14974

DAVID & LAURA DOW REVOCABLE TRUST
DEED
100.35 ACRES
DOC. NO. 200513055 O.P.R.T.C.T.
(DOC. NO. 200416670 O.P.R.T.C.T.)

DAVID & LAURA DOW TRUST
SPECIAL WARRANTY DEED
DOC. NO. 2007204202 O.P.R.T.C.T.

WILEY POPE
SURVEY NO. 2
ABSTRACT NO. 2556

JOSEPH F. LAMOREUX
WARRANTY DEED
58.82 ACRES
DOC. NO. 201805795 O.P.R.T.C.T.

TRACT D
23244 NAMELESS RD LLC
GENERAL WARRANTY DEED
W/VENDOR'S LIEN
257.491 ACRES
DOC. 202207085 O.P.R.T.C.T.

L.S. BILBERRY
SURVEY NO. 552
ABSTRACT NO. 147

TRACT C
23244 NAMELESS RD LLC
GENERAL WARRANTY DEED
W/VENDOR'S LIEN
76.801 ACRES
DOC. 202207084 O.P.R.T.C.T.

TRACT B
23244 NAMELESS RD LLC
GENERAL WARRANTY DEED
W/VENDOR'S LIEN
2.985 ACRES
DOC. 202207082 O.P.R.T.C.T.

G.W. WHEELER
SURVEY NO. 2
ABSTRACT NO. 2559

SCHWERTNER FARMS, INC.
GENERAL WARRANTY DEED
80.47 ACRES
DOC. NO. 2007086047 O.P.R.T.C.T.

SURVEYOR'S CERTIFICATION

To: 23244 Nameless Rd LLC

This survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category IB Condition II Survey.

Drawing Date: September 7, 2022
Revised Date: September 9, 2022

Rex L. Hackett
Registered Professional Land Surveyor No. 5573
email: rhackett@quiddity.com



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 02°38'14" W	135.17'
L2	N 07°47'58" W	71.24'
L3	N 80°10'52" W	191.21'
L4	N 82°40'21" W	181.26'
L5	N 54°41'43" W	207.69'
L6	N 01°01'13" W	113.30'
L7	N 78°54'43" W	142.53'
L8	N 78°40'49" E	288.31'
L9	S 19°16'31" E	159.03'
L10	S 81°00'52" E	9.54'
L11	S 01°53'56" E	267.54'
L12	S 06°16'30" E	34.36'
L13	S 17°24'30" E	62.63'
L14	S 17°24'30" E	83.32'
L15	S 00°38'18" W	129.83'
L16	S 18°04'16" W	157.03'
L17	S 04°56'39" W	122.34'
L18	S 75°05'26" E	92.39'
L19	S 00°59'06" E	238.15'
L20	S 02°18'26" E	226.30'
L21	S 27°48'56" W	194.42'
L22	N 62°18'13" W	194.66'
L23	N 77°23'38" E	138.64'
L24	N 28°19'47" E	83.60'
L25	N 8°16'10" E	235.10'
L26	N 01°39'07" W	465.32'
L27	S 14°05'49" E	33.94'
L28	S 07°05'51" W	135.65'

CURVE TABLE		
CURVE	RADIUS	DELTA ANGLE
C1	613.07'	061°42'00"
C2	372.96'	012°07'09"

GENERAL NOTES:

- The boundary shown hereon is for exhibit purposes for the future boundary of a new Municipal Utility District.
- The boundary shown hereon encompasses land deeded in Clerk's File Volume 5079, Page 442, Volume 1501, Page 344, Volume 1501, Page 378, Volume 4856, Page 322, Number 2001082359 and land intended to be deeded to the same owner.

TRACT A 1.000 ACRES
TRACT B 2.985 ACRES
TRACT C 76.801 ACRES
TRACT D 257.491 ACRES
TOTAL: 337.292 ACRES



EXHIBIT
OF
337.292 ACRES

OUT OF THE
L.S. BILBERRY SURVEY, A-147
D. & W.R.R. CO. SURVEY, A-244
W.F. FISK SURVEY, A-2627
B. BILBERRY SURVEY, A-148
J.J. WHITE SURVEY, A-2262
FRED LOHMAN, SURVEY, A-2758

CITY OF LEANDER,
TRAVIS COUNTY, TEXAS
SEPTEMBER 2022



Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046300
3100 Alvin Devane Boulevard, Suite 1509 Austin, TX 78741-5121 443.9493

Exhibit C

SERVICE AGREEMENT

[SEE ATTACHED]

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation (“City”), and the 23244 Nameless Rd, LLC (“Landowner”). The City and the Landowner may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Landowner, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, “Subject Property”); and

WHEREAS, Section 43.0672, Loc. Gov’t. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the “Effective Date”); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov’t. Code*, to annex the Subject Property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings, and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned "SFR-1-B" with the intent to rezone the Subject Property upon request of the landowner or staff. The

Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the Subject Property's owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property's owner requests and is able to connect to the City's water utility system.

(iii) In addition to the foregoing, Landowner acknowledges, understands, and agrees that the Landowner may not apply for building permits for more than 184 single-family residential lots located below the 965 foot elevation on the Subject Property until the completion of the water tower to be located at Hero Way. The Landowner further understands, acknowledges, and agrees that the City will reject or deny any building permit application that seeks approval of a building permit that will cause the number of lots on the Subject Property to exceed 184 single family residential lots or that are for lots located above the 965 foot elevation on the Subject Property before the completion of the Water Tower. Nothing herein is intended to create a reservation of capacity in the City's water system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

1. Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

2. Routine maintenance as presently performed by the City.

D. The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

(i) As provided in C(i)(1) and C(i)(2) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(iv) Installation and maintenance of street lighting in accordance with established policies of the City;

E. The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Todd Parton, City Manager

LANDOWNER(S):

Signature: [Signature]

Name (print): DHARMARAJAH HARIKUMAR RAJAH

Title: MANAGER

Date: 01/29/2025

Signature: _____

Name (print): _____

Title: _____

Date: _____

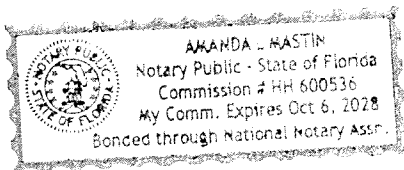
FLORIDA
~~STATE OF TEXAS~~ §
§
COUNTY OF BROWARD §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DHARMARAJAH HARIKUMAR RAJAH on behalf of 23244 Nameless Rd., LLC, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 29 day of JANUARY, 2025.

(SEAL)

[Signature]
Notary Public - State of ~~Texas~~
FLORIDA



RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, TO PROVIDE NOTICE OF ANNEXATION OF RIGHT-OF-WAY CONSISTING OF A PORTION OF NAMELESS ROAD OWNED AND MAINTAINED BY TRAVIS COUNTY LOCATED IN TRAVIS COUNTY, TEXAS; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander (the, “City”) desires to annex a portion of Nameless Road owned and maintained by Travis County contiguous to a parcel of land that is being annexed simultaneously by petition of the landowners; and

WHEREAS, municipalities may annex right-of-way if the city provides notice of the intent to annex the right-of-way at least 61 days prior to the annexation and the owner of the right-of-way does not submit a written objection to the proposed annexation pursuant to Texas Local Government Code § 43.1055; and

WHEREAS, the City has provided notice to Travis County on the 3rd day of January, 2025.

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

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

Section 2. Annexation of Right-of-Way. The City desires to annex that portion of Nameless Road owned and maintained by Travis County as depicted in **Exhibit A** attached hereto and incorporated by reference herein for all purposes and has provided notice of this intent to annex this right of way on the 3rd day of January 2025.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the ____ day of _____, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

Proposed Right-of-Way Annexation

(See Attached)

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 337.292 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

BEING a 337.292-acre tract of land situated in the D. & W.R.R. Co Survey No. 95, Abstract No. 244, the W.F. Fisk Survey No. 191, Abstract No. 2627, the B. Bilberry Survey No. 550, Abstract No. 148, the Fred Lohmann Survey S.F. 14974, Abstract No. 2758, the L.S. Bilberry Survey No. 552, Abstract No. 147, the J.P. Colley Survey No. 190, S.F. 7951, Abstract No. 2738 and the J.J. White Survey No. 63, Abstract No. 2262, Travis County, Texas, being all of that certain 256.491 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document No. 2022079995, all of that certain 1.000 acre tract as described in a General Warranty Deed with Vendor' Lien to 23244 Nameless Rd LLC in Document No. 2022076004, all of that certain 76.816 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document NO. 2022076184 and all of that certain 2.985 acre tract of

land as described in a General Warranty Deed with Vendor's Lien in Document No. 2022076122 all in the Official Public Records of Travis County, Texas, being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of the services agreement attached hereto as **Exhibit A**, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established, therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this 17th day of April, 2025.

FINALLY PASSED AND APPROVED on this 1st day of May, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, ANNEXING A PORTION OF NAMELESS ROAD LOCATED IN AND OWNED BY TRAVIS COUNTY, TEXAS; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by Texas Local Government Code § 43.1055 to annex right of way that is contiguous to the City's boundary or to an area being simultaneously annexed after providing notice to the owner of the right of way of the intent to annex right of way and allowing the owner of the right of way 61 days to provide written objection to the proposed right of way; and

WHEREAS, the City of Leander has provided notice to the owner of the right of way of the intended annexation of a portion of Nameless Road and 61 days have elapsed without objection from the owner of the right of way; and

WHEREAS, the property is contiguous to the present city boundary or to an area being simultaneously annexed by the City of Leander.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. That certain portion of Nameless Road described in greater detail in **Exhibit A** attached hereto and incorporated by reference herein for all purposes is hereby annexed into the corporate boundaries of the City of Leander Texas.

SECTION 4. That the official map and boundary of the City, heretofore adopted and amended be and hereby are amended so as to include the annexed right of way as part of the City of Leander.

SECTION 5. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

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

PASSED AND APPROVED on First Reading this 17th day of April, 2025.

FINALLY PASSED AND APPROVED on this 1st day of May, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

**ANNEXED RIGHT OF WAY
[SEE ATTACHED]**



EXECUTIVE SUMMARY
5/1/2025

AGENDA SUBJECT:

Discuss and consider action on the first reading of an Ordinance regarding Zoning Case Z-24-0124 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to SFR-2-B (Single Family Rural) on seven (7) parcels of land approximately 337.292 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

BACKGROUND:

This request is the next step in the zoning process. This property is located west of Nameless Road and the Travisso subdivision, outside the city limits and within the ETJ. An application for annexation into the city limits is currently in review by the City Council and will be processed concurrently with this zoning request. The applicant has submitted a request to change the designated zoning district of their property in order to develop a large lot single-family residential neighborhood.

This request for the SFR-2-B district allows for the development of detached single-family residences on large lots. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in the Rural land use category as identified by the Comprehensive Plan.

GENERAL INFORMATION:

Current Zoning: Interim SFR-1-B (Single-Family Rural) – if the annexation request is approved.

Proposed Zoning: SFR-2-B (Single-Family Rural)

Size & Location: The property is located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, including approximately 337.292 acres.

Surrounding Area: This property is located west of Nameless Road and the surrounding properties are primarily undeveloped. The Shady Mountain Oaks development is located just south along Nameless, and Travisso subdivision is located farther south.

PROPOSED ZONING DISTRICT:

USE COMPONENT

SFR – Single-Family Rural:

Features: 1 acre lot min.; 1,600 square foot living area min.

Intent: Development of single-family detached dwellings on lots one acre or larger in size and for other uses that are compatible and complimentary to large lot and very low-density residential development. The purpose of this component is to provide regulations to preserve rural character and maintain and protect the City's single-family residences and neighborhoods in an area with larger lot sizes. This component is also intended to preserve the larger tracts of land for future economic development in accordance with the Comprehensive Plan, while permitting rural/agricultural uses on the land to continue.

SITE COMPONENT

TYPE 2:

Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 100% of units with an enclosed garage parking space.

Intent:

1. The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
2. The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
3. Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE B:

Features: Four (4) or more architectural features.

Intent:

- (1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.
- (2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.
- (3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 10.2: Support housing that has well-defined design character, compatibility with adjacent uses, and balanced density.

Applicable Future Land Use categories

RURAL

The Rural future land use category is intended for land areas that are and will continue to include a more rural, Hill Country character throughout the plan horizon. These areas are categorized by the presence of generally private open spaces, large setbacks, heavy tree cover, topographical undulations and generally low intensity uses. This land use category is found on the western edge of Leander's planning area and has portions located in the ETJ, current City limits, and land under non-annexation agreements.

Typically residential and agricultural in nature, this area may also be appropriate for vineyards, wedding venues, bed and breakfasts and other Hill Country destination uses on larger properties. For the most part, the City will not plan to pay installation costs for long-term suburban or urban utilities (wastewater) in this area, but could consider arrangements with developers to cover that cost, etc.

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' were also contacted.

No concerns were raised. Please see the full report from the applicant attached.

PLANNING & ZONING COMMISSION ACTION

Staff recommends approval. The Planning & Zoning Commission unanimously recommended approval during the February 13, 2025 meeting.

CITY COUNCIL ACTION:

The City Council delayed action on the first reading of the ordinance to allow additional time for staff to work with the developer and legal to address concerns.

HISTORY/TIMELINE:

02/13/2025 – Planning & Zoning Commission, 1st Public Hearing

03/20/2025 – City Council, 2nd Public Hearing

APPLICANT/AGENT:

ViewPoint Engineering (Luke Caraway) on behalf of 23244 Nameless Rd, LLC (Dharma Rajah)

RECOMMENDATION:

Staff recommends that this case is postponed to the May 15 City Council Meeting. This case may not be approved until the annexation of the property is completed.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Fiscal Impact

Attachments:

1. Z-24-0124 Att 1 Letter of Intent - Oakwood Hills Subdivision
2. Z-24-0124 Att 2 Current Zoning - Oakwood Hills Subdivision
3. Z-24-0124 Att 3 FLU Map - Oakwood Hills Subdivision
4. Z-24-0124 Att 4 Public Notification - Oakwood Hills Subdivision
5. Z-24-0124 Att 5 Proposed Zoning - Oakwood Hills Subdivision
6. Z-24-0124 Att 6 Aerial Map - Oakwood Hills Subdivision
7. Z-24-0124 Att 7 Neighborhood Communication - Oakwood Hills Subdivision
8. Z-24-0124 Att 9 2-13-2025 P & Z Minutes
9. A-24-0015 Att 4 Ordinance - Oakwood Hills

Address 201 N Brushy Street Leander, TX, 78641		Date: June 7, 2024
Attn: City of Leander		
Subject:	Zoning Change – Letter of Intent	
VPE#:	23003	

To Whom It May Concern:

On behalf of our client, 23244 Nameless Rd, LLC, we are proposing improvements to the 337.292-acre tract located on the west side of Nameless Road, approximately 0.3 miles north of the intersection of Nameless Road and Shady Mountain Road. Per the Travis County Appraisal District (TCAD), the address is 23244 Nameless Road, Leander, TX, 78641. The intent of this letter is to present City of Leander Staff with a summary of the site and the proposed rezoning from SFR-1-B to SFR-2-B per the City of Leander's recommendation. The site is located within Travis County and the City of Leander Extraterritorial Jurisdiction (ETJ) and is in the process of being annexed (A-24-0015). The subject tract is being divided into three phases and platted as the Oakwood Hills Subdivision, a subdivision in Travis County, Texas.

The majority of the site is currently undeveloped, consisting of tree canopy and grassy land, besides two single-family houses and existing roads/driveways. The site is proposed to be a large lot single-family development consisting of lots between one and two acres with approximately 174 lots.

The site does not fall within the Edwards Aquifer Recharge, Contributing, or Transition Zones. The site falls within the Lower Colorado River Authority (LCRA) Big Sandy Creek Watershed. Per FEMA FIRM maps No. 48453C0090J, dated January 22, 2020, a part of the site does fall within the 1% annual chance flood (100-year flood).

Below is a summary list of the Tax Appraisal District Property ID numbers and Owner associated with the parcels:

- TCAD Property ID: 353045; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353047; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353048; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353050; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353069; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 353070; Owner: 23244 Nameless Rd, LLC
- TCAD Property ID: 513816; Owner: 23244 Nameless Rd, LLC

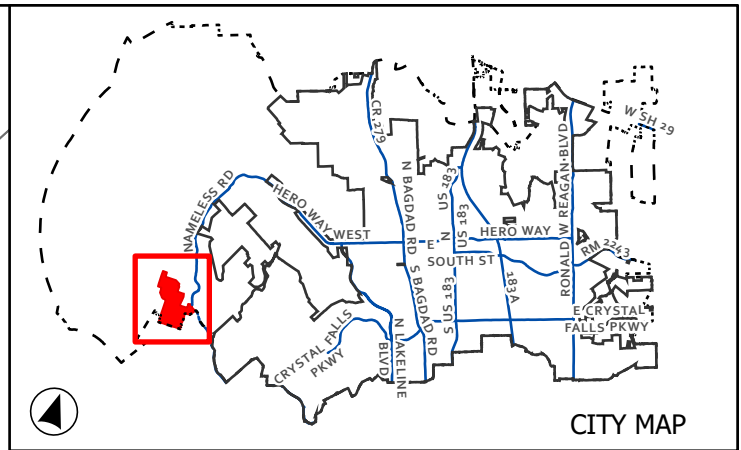
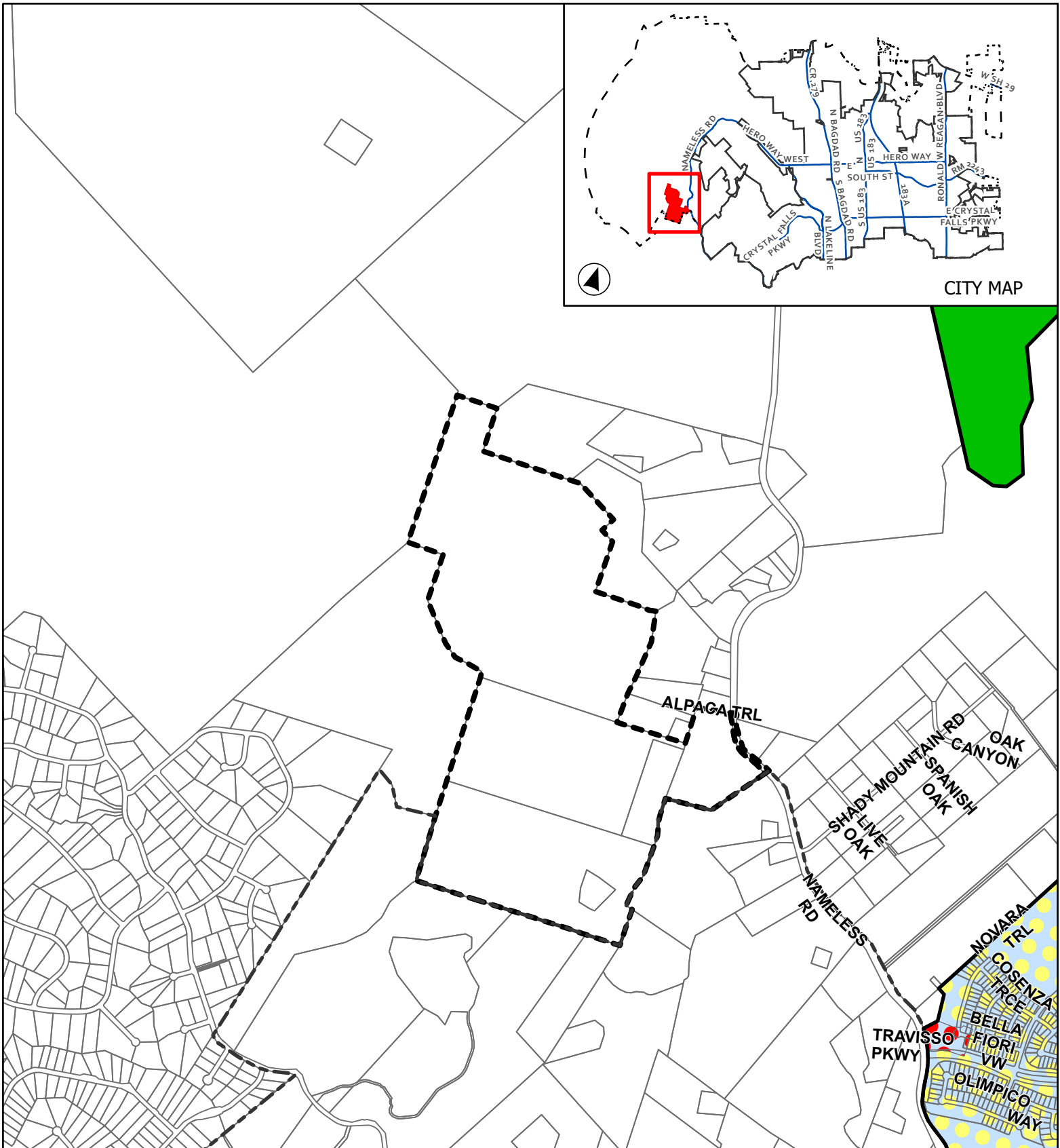
If you have any questions or require additional information, please contact our office.

Sincerely,
ViewPoint Engineering

By: _____

Will Buzzelli, P.E.
Director of Entitlements

"v:\horiz\23003 oakwood hills\permitting\city\zoning\240607 resubmittal #1\240605 zoning letter of intent.docx"



CASE: Z-24-0124 ATTACHMENT 2 OAKWOOD HILLS SUBDIVISION

Current Zoning

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

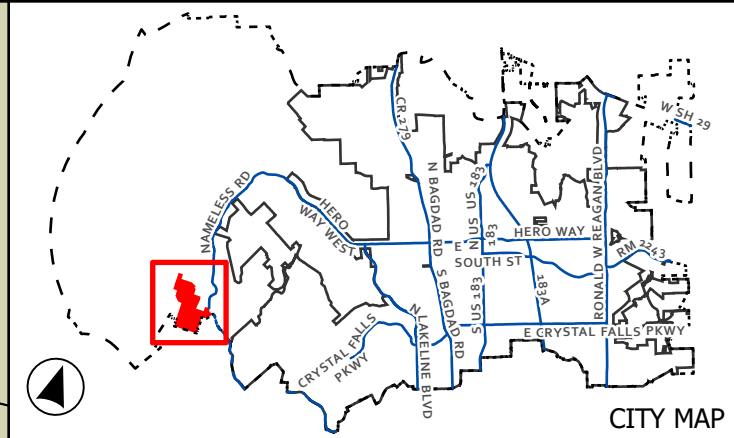
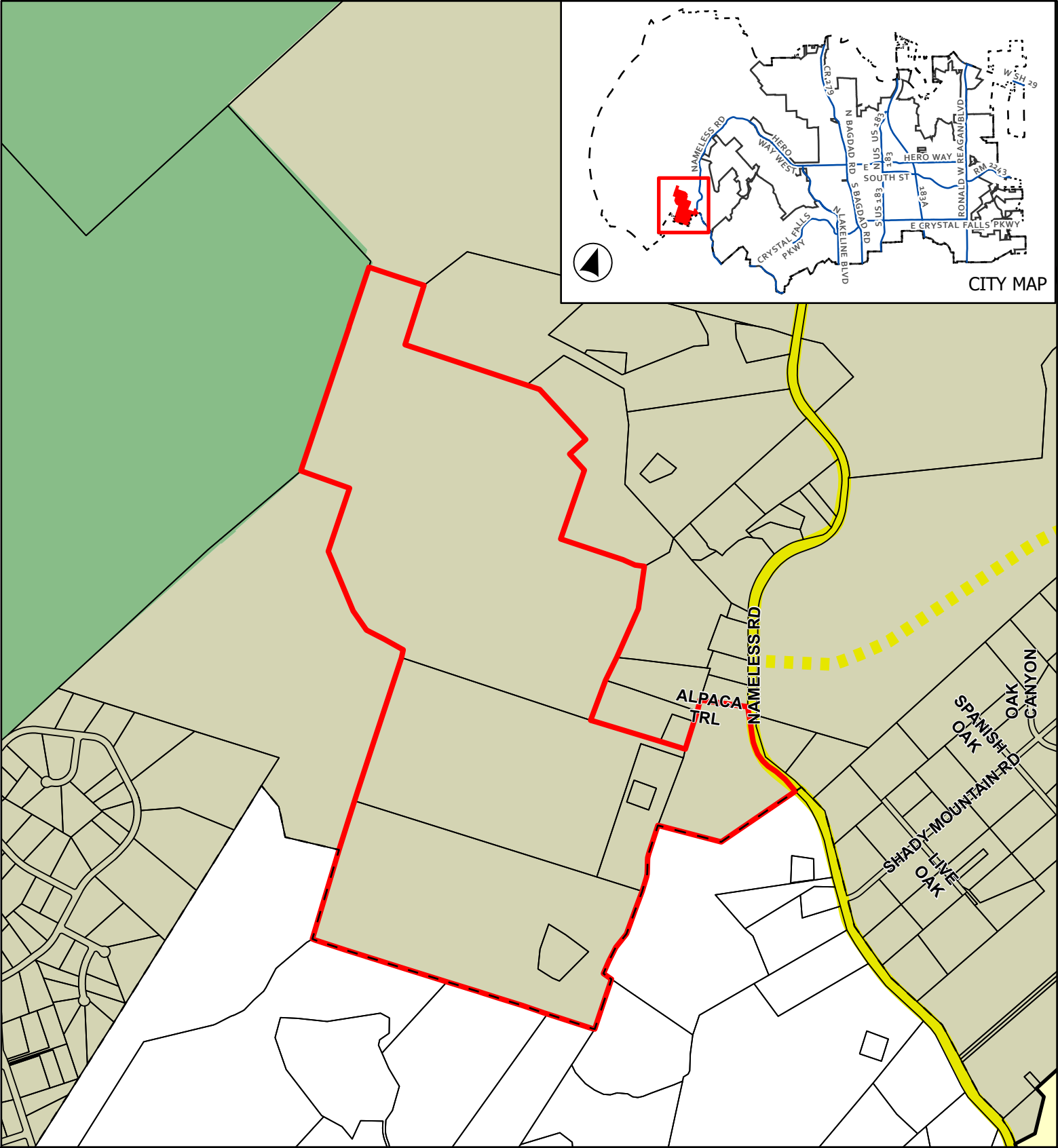


0 1,250 2,500
Feet

- City Limits
- ETJ
- Subject Boundary

Current Zoning

- SFR - Single-Family Rural
- PUD - Single-Family
- PUD - General Commercial

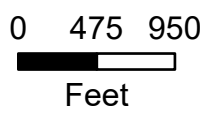


CASE: Z-24-0124

ATTACHMENT 3

OAKWOOD HILLS SUBDIVISION

Future Land Use Map

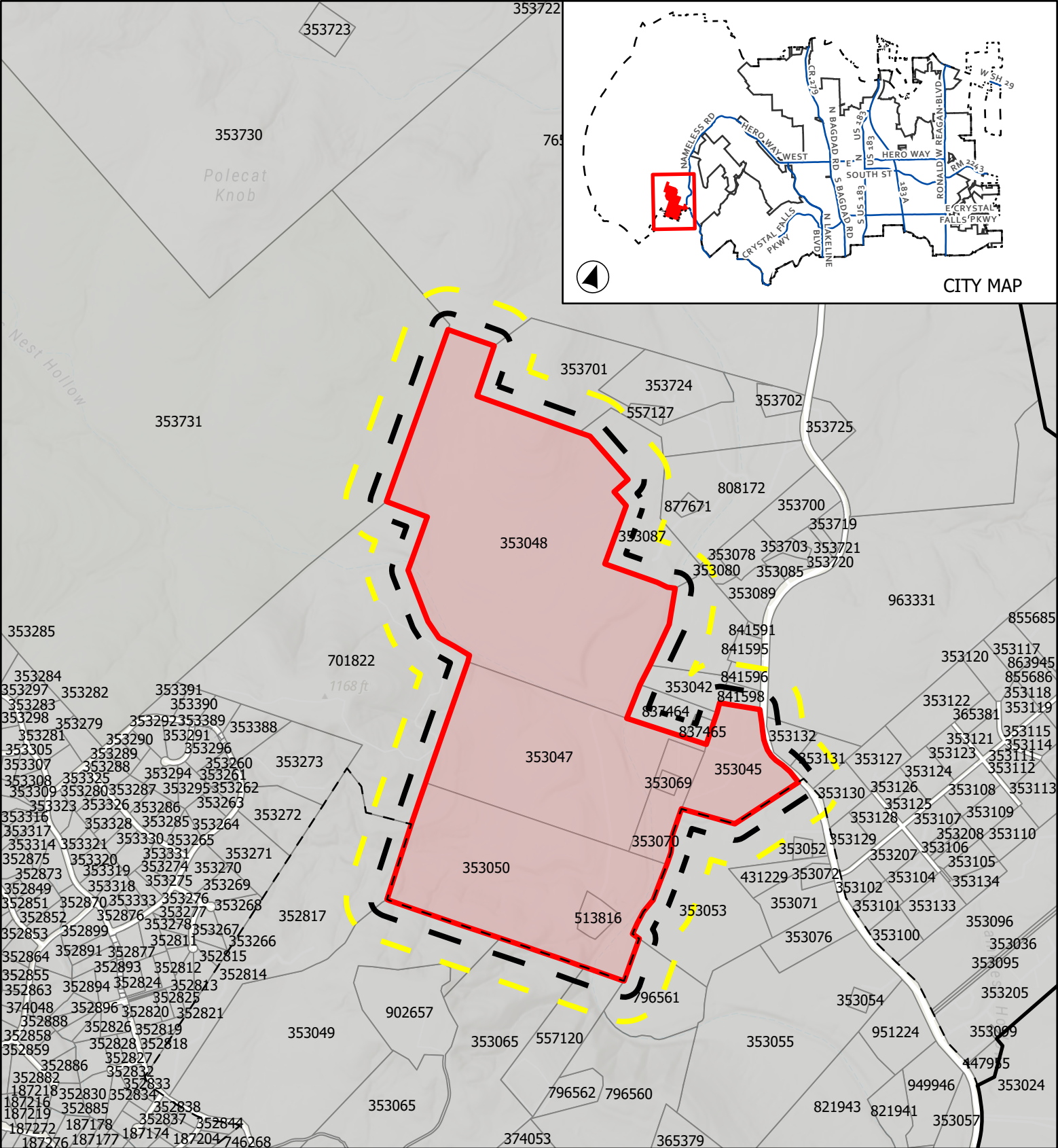


- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Rural

- Neighborhood Residential
- Parks and Preserves
- Collector, Existing
- Collector, Proposed

Thoroughfare Plan

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CASE: Z-24-0124

ATTATCHMENT 4

OAKWOOD HILLS SUBDIVISION

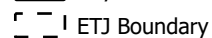
Public Notification

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

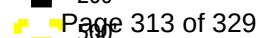


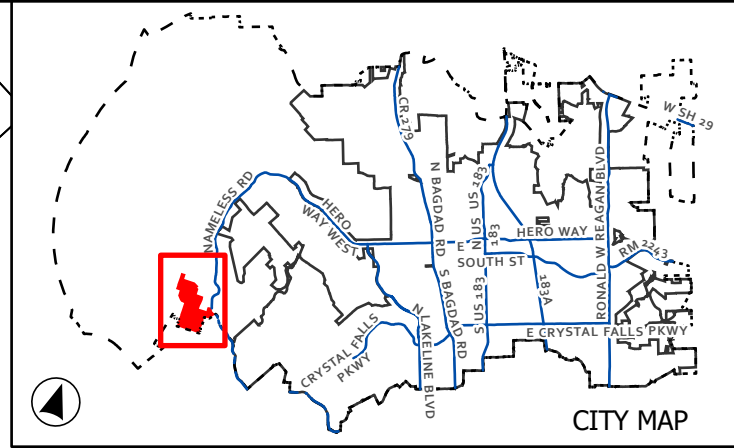
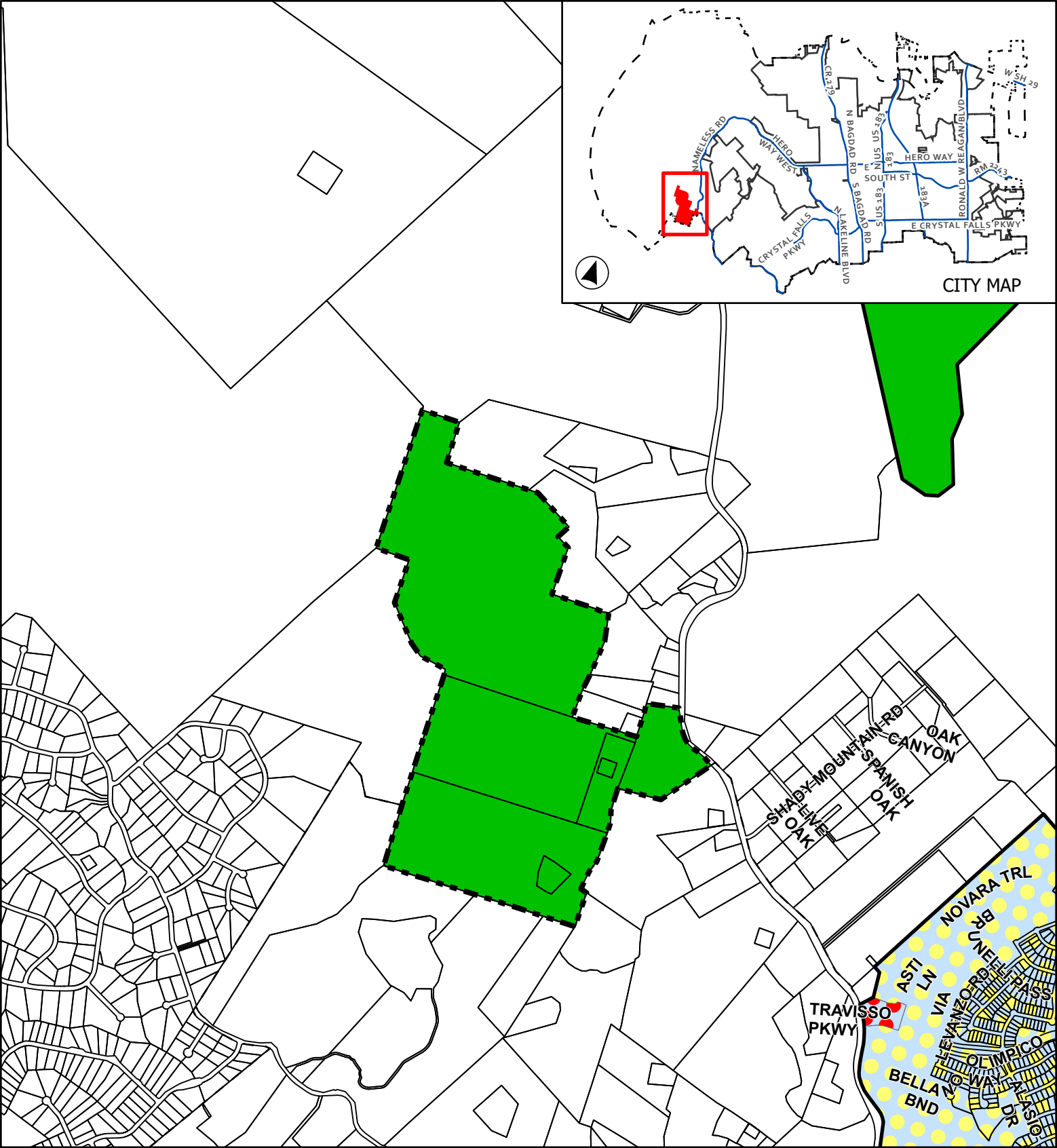
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Feet



Notification Buffer





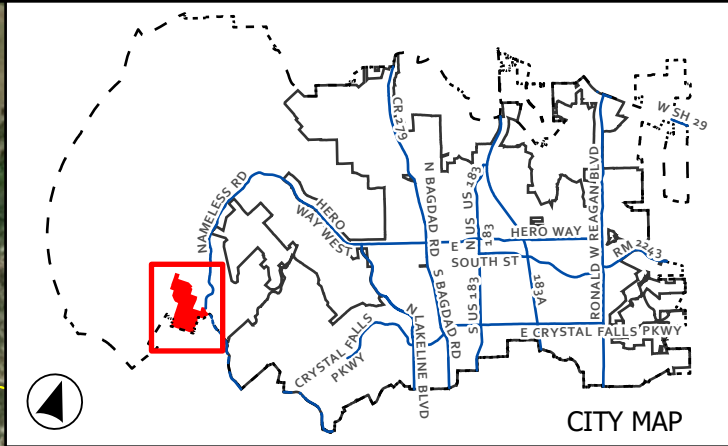
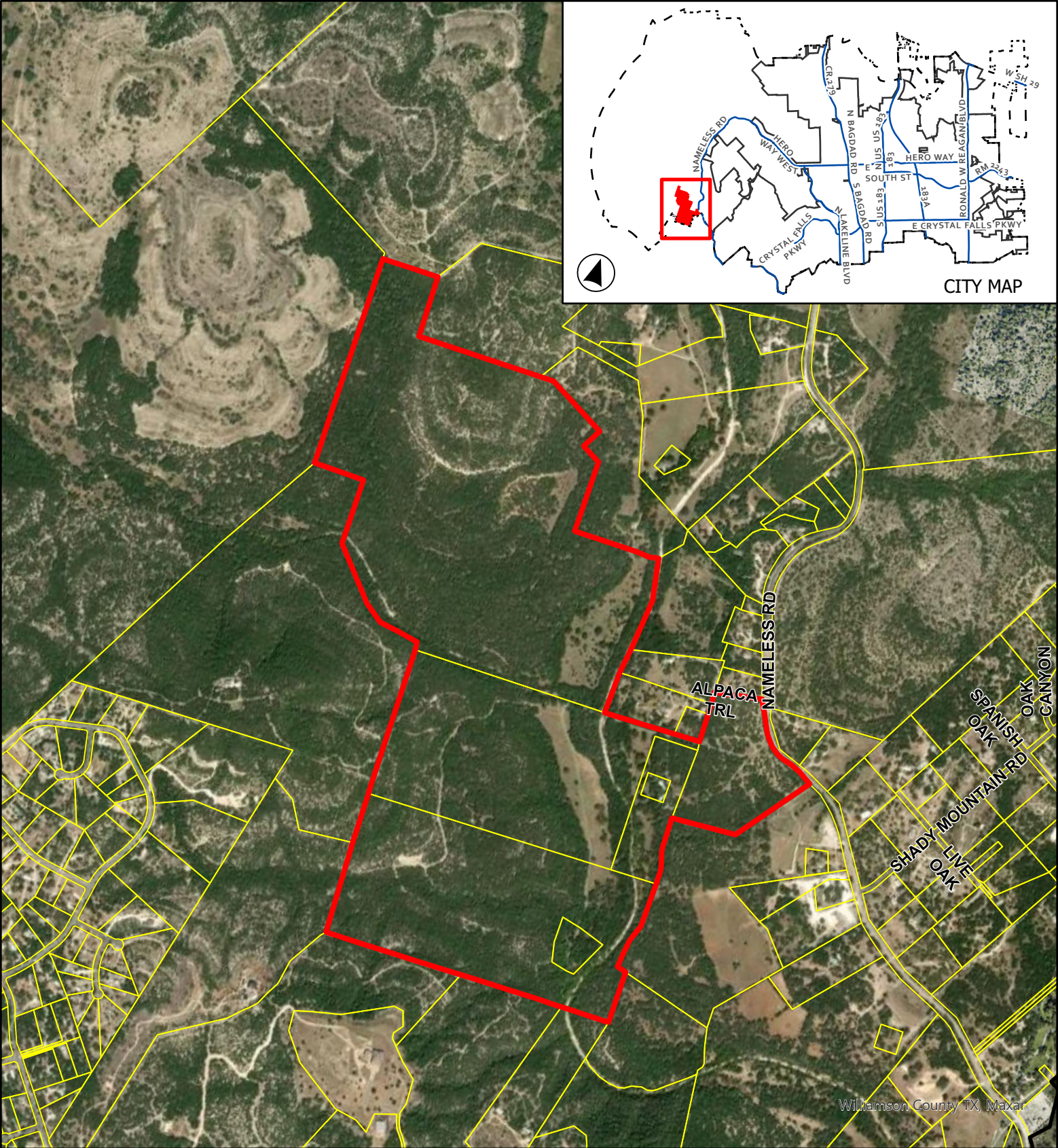
CASE: Z-24-0124 ATTACHMENT 5 OAKWOOD HILLS SUBDIVISION

Proposed Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFR - Single-Family Rural
- PUD - Single-Family
- PUD - General Commercial

0 500 1,000
Feet

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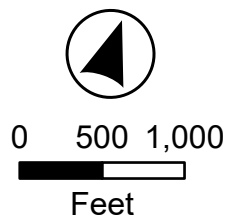
CASE: Z-24-0124

ATTACHMENT 6

OAKWOOD HILLS SUBDIVISION

Aerial Map

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



- Leander City Limits
- Subject Boundary

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

1. How and when were the surrounding neighborhood and residential property owners within 500' notified, how was information shared, and who was directly involved in the communication process? Please provide the address of the properties notified and the name and contact information of the residents directly involved in the communication process. Attach any materials that were distributed.

Letters were sent by certified mail on 5/21/2024 to each property owner within 500' of the tract of land that the proposed zoning change is being requested for. Each owner received an exhibit of the proposed tract that showed their property within 500' of the proposed rezoning tract of land, as well as a letter. The letter describes the annexation of the property into the City of Leander and the proposed zoning. The letter provided an email address to give the property owners the opportunity to bring up any questions and/or concerns.

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

All owners within 500' of the subject tract were sent a letter and exhibit of the property. Reference the 500' Public Notice Exhibit.

No HOA within 500' of subject tract.

One letter was returned/undeliverable.

3. What concerns were raised during these communications?

We have not received any emails from the adjacent property owners voicing any concerns as of 6/7/2024.

One letter was returned/undeliverable.

4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

We have not received any emails from the adjacent property owners voicing any concerns as of 6/7/2024.

One letter was returned/undeliverable.

The above information is deemed to be true to the best of my knowledge.

Signature: **Luke Caraway**

Digitally signed by Luke Caraway
DN: C=US, E=lcaraway@viewpointengineering.com, O=Viewpoint
Engineering, OU=Viewpoint Engineering, CN=Luke Caraway
Date: 2024.06.12 09:31:26-05'00'

Date **6/12/2024**

May 13, 2024

RE: Rezoning of Oakwood Hills, Leander, TX 78641

Dear Sir or Madam,

This letter is to notify you that we have recently applied for annexation of a property located off Nameless Rd. Proposed site is approximately 2.5 miles north of the intersection of Nameless Rd and RM 1431. With annexation the property is required to be zoned, and the default zoning doesn't fit what is being proposed, therefore this project is proposed to be zoned differently. The proposed zoning will allow a larger lot single family subdivision.

Across the street of this proposed development is a single-family PUD (determines its own regulations based off certain codes), but beyond that is Single-Family Rural. This Single-Family Rural zoning is the target for this development.

The tract being zoned is approximately 339 acres. The site is only about two-thirds developable; the other third is located within floodplain. The site is also located in an area with a large amount of topo on site also making it a challenge to develop. These are a couple of the features that make this property lean towards a rural development. The site is currently located within the city of Leander ETJ and within Williamson County.

Should you have any questions or comments regarding this or any other matter, please do not hesitate to reach out with questions to Dharma Raja at Dharma@epitome.dev.

Very truly yours,
Epitome Development

By: Dharma Rajah

Dharma Rajah
President



**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, February 13, 2025
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – Joseph Morales
Place 3 – Vacant
Place 4 – Tara LeDay**

**Place 5 – James Oliver, Chair
Place 6 – Laura Lantrip
Place 7 – Scott Calame, Vice-Chair
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.

Meeting was called to order at 6:00 p.m.

2. Roll Call.

All present except Commissioner Donnie Mahan.

3. Director's report to the Planning & Zoning Commission on action taken by City Council on the February 6, 2025 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

No one wished to speak.

CONSENT AGENDA: ACTION

[Chair Oliver stated that Items 8-9 were pulled from the consent agenda and will be considered separately.]

Motion to approve consent agenda items 6-7.

By: Board Member Lantrip
Seconded: Board Member LeDay

Vote: 5 - 0

6. Approval of the minutes for meeting held on January 23, 2025.

7. Approval of the extension of the application approval expiration for Subdivision Case PP-23-0034 Crystal Village Phase 3 Preliminary Plat; more particularly described by Williamson Central Appraisal District Parcels R031201, R080605, R031200, R631050, R328187, and R432786, generally located southeast of the intersection of Crystal Falls Parkway and 183A Toll Road, Leander, Williamson County, Texas.

[Board Member LeDay recused herself and left the room.]

Motion to approve consent agenda items 8-9.

By: Board Member Morales

Seconded: Board Member Calame

Vote: 4 - 0

8. Approval of the extension of the application expiration for Site Development Case SD-23-0104 Vic at Travisso Retail Center; more particularly described by Travis Central Appraisal District Parcel 842650, commonly known as 2840 Travisso Parkway, Leander, Travis County, Texas.
9. Approval of the extension of the application expiration for Site Development Case SD-23-0105 Travisso Village C-Store; more particularly described by Travis Central Appraisal District Parcel 842650, commonly known as 2940 Travisso Parkway, Leander, Travis County, Texas.

[Board Member LeDay returned to the Dias.]

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing regarding Zoning Case Z-24-0124 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to SFR-2-B (Single Family Rural) on seven (7) parcels of land approximately 337.292 acres ± in size, more particularly described by Travis Central Appraisal District Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; and generally located west of Nameless Road, approximately 1,050 feet north of Shady Mountain Road, Leander, Travis County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0124 as described above.

Public hearing opened at 6:10 p.m.; Public hearing closed at 6:10 p.m.

No one spoke in favor or opposition of the request.

Motion to approve Zoning Case Z-24-0124.

By: Board Member Calame

Seconded: Board Member Lantrip

Vote: 5 - 0

11. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0159 to amend the current zoning of SFR-1-B (Single-Family Rural) to adopt the VFW Post 1042 Minor Planned Unit Development with the base zoning district of LC-2-A (Local Commercial) on three (3) parcels of land approximately 22.409 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031314, R375914, and R433127; and more commonly known as 8760 RR 2243, Leander, Williamson County, Texas. **Postponed due to Notification Issues**

REGULAR AGENDA

12. Discuss and consider action on Significant and Heritage Tree Removal requests associated with Subdivision Case PP-24-0060 regarding Burleson Tract Preliminary Plat on seven (7) parcels of land approximately 289 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and generally located southeast of the intersection of Ronald W. Reagan Boulevard and Journey Parkway, Leander, Williamson County, Texas.

Motion to approve Tree Removal request associated with Subdivision Case PP-24-0060.

By: Board Member Morales

Seconded: Board Member Calame

Vote: 5 - 0

13. Adjournment

Meeting adjourned at 6:21 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 337.292 ACRES OF LAND, MORE OR LESS, LOCATED IN TRAVIS COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE PROPERTY OWNER; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owners of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander:

BEING a 337.292-acre tract of land situated in the D. & W.R.R. Co Survey No. 95, Abstract No. 244, the W.F. Fisk Survey No. 191, Abstract No. 2627, the B. Bilberry Survey No. 550, Abstract No. 148, the Fred Lohmann Survey S.F. 14974, Abstract No. 2758, the L.S. Bilberry Survey No. 552, Abstract No. 147, the J.P. Colley Survey No. 190, S.F. 7951, Abstract No. 2738 and the J.J. White Survey No. 63, Abstract No. 2262, Travis County, Texas, being all of that certain 256.491 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document No. 2022079995, all of that certain 1.000 acre tract as described in a General Warranty Deed with Vendor' Lien to 23244 Nameless Rd LLC in Document No. 2022076004, all of that certain 76.816 acre tract of land as described in a General Warranty Deed with Vendor's Lien to 23244 Nameless Rd LLC in Document NO. 2022076184 and all of that certain 2.985 acre tract of

land as described in a General Warranty Deed with Vendor's Lien in Document No. 2022076122 all in the Official Public Records of Travis County, Texas, being more particularly described in **Exhibit B** attached hereto and incorporated herein for all purposes.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A**.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of the services agreement attached hereto as **Exhibit A**, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established, therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this 17th day of April, 2025.

FINALLY PASSED AND APPROVED on this 1st day of May, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

Exhibit B

PROPERTY DESCRIPTION

[SEE ATTACHED]



EXECUTIVE SUMMARY
5/1/2025

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending Article A7.000, Appendix A, Leander Code of Ordinances, to adopt a monthly surcharge applicable to outside city limits retail water customers for the recovery of rate-case expenses ordered by the Public Utility Commission; providing a method of calculating the surcharge; establishing a maximum monthly surcharge of \$5.00 providing severability, open meetings, and effective date clauses, and providing for other related matters

BACKGROUND:

On October 12, 2021, the City Council approved Ordinance No. 21-092-00, which enacted new volumetric water rates for all residential customers. On January 7, 2022, 348 out-of-city retail water customers filed a petition with the Public Utilities Commission (the “PUC”) for review of the new rates. State law authorizes retail water customers located outside of the city limits to appeal city water rates and have them reviewed by the PUC through administrative hearings. The City defended its rates through proceedings at the PUC and the State Office of Administrative Hearings (“SOAH”) over a three-year period.

On March 5, 2024, the SOAH Administrative Law Judge (“ALJ”) issued a proposal of decision finding that Leander’s appealed rates are just and reasonable, recommending that the PUC affirm Leander's decision affecting rates, and authorizing Leander to recover expenses incurred in defending its rates. On January 31, 2025, the PUC issued a final order (the “PUC Order”) finding that Leander’s appealed rates are just and reasonable, affirming Leander's decision affecting rates, and authorizing Leander to recover \$630,635.60 in expenses incurred in defending its rates through a 36-month surcharge charged to all outside city limits water customers.

The Ordinance enacts a surcharge to be calculated pursuant to the PUC Order by dividing the balance of the Rate Case Expense Amount by the number of active out-of-city retail water connections, recovered over a thirty-six-month period. The Utility Department will be authorized to recalculate the surcharge from time to time in a manner consistent with this Ordinance, as the number of outside city limits customers and the Rate Case Expense Amount change over the 36 month period. The Ordinance further establishes a maximum monthly surcharge of \$5.00.

The surcharge shall take effect and begin with the first billing cycle in June 2025 and shall continue until the earlier to occur of 36 months following the date of the first billing cycle in June 2025 or until the City has collected \$630,635.60. During the month of May, all affected ratepayers will receive a notice detailing the surcharge, contact information to address questions, and instructions on how to receive more information regarding the surcharge.

The Ordinance authorizes a customer to elect to pay the full amount of the surcharge attributable to their connection at any time. Customers should be aware that payment of the surcharge in a lump sum could result in the customer paying a higher surcharge than if they would have paid the monthly surcharge over time. Factors contributing to a lump resulting in a higher amount paid as compared to paying the monthly surcharge include increases in number of outside city limit customer over the 36-month period or the customer considering a lump sum payment moving before end of the 36-month period.

HISTORY/TIMELINE:

10/12/2021 – City Council adopts Ordinance No. 21-092-00 enacting new volumetric water rates.

01/07/2022 – 348 outside retail water customers sign and file a petition the PUC for review of Leander’s water rates.

01/31/2022 – The petitioners file a corrected petition with the PUC.

02/17/2022 – The City determines that at least 251 signatures are valid.

08/09/2022 – The SOAH ALJ issues a Proposal for Decision recommending that the Commission find the petition and corrected petition are incurably defective and dismiss the rate appeal for lack of jurisdiction.

09/29/2022 – The PUC rejects the SOAH ALJ’s Proposal for Decision and remands the case back to the SOAH ALJ for further proceedings, including a hearing on the merits.

09/26-09/29/2023 - Hearing on the merits on the petitioner’s challenge to the City’s water rates

03/05/2024 – The SOAH ALJ issues a Proposal for Decision finding that Leander’s appealed rates are just and reasonable, recommending that the PUC affirm Leander's decision affecting rates, and authorizing Leander to recover expenses incurred in defending its rates.

01/31/2025 – The PUC issued a final order finding that Leander’s appealed rates are just and reasonable, affirming Leander's decision affecting rates, and authorizing Leander to recover \$630,635.60 in expenses incurred in defending its rates through a 36-month surcharge charged to all outside city limits water customers.

APPLICANT/AGENT:**RECOMMENDATION:**

Staff recommends approval.

PRESENTER:

Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. Formula Surcharge Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ARTICLE A7.000, APPENDIX A, LEANDER CODE OF ORDINANCES TO ADOPT A MONTHLY SURCHARGE APPLICABLE TO OUTSIDE CITY LIMITS RETAIL WATER CUSTOMERS FOR THE RECOVERY OF RATE-CASE EXPENSES AUTHORIZED BY THE PUBLIC UTILITY COMMISSION; PROVIDING THE METHOD OF CALCULATING THE SURCHARGE; ESTABLISHING A MAXIMUM SURCHARGE OF \$5.00 PER MONTH; PROVIDING FOR SEVERABILITY AND PROVIDING AN OPEN MEETING CLAUSE AND EFFECTIVE DATE; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas (the “City”) is a municipality that owns and operates facilities for providing water services to customers within and outside its corporate limits;

WHEREAS, On October 12, 2021, Leander's city council approved City Ordinance No. 21-092-00 that enacted new volumetric water rates for all residential customers;

WHEREAS, on January 7, 2022, 348 petitioners signed and filed a petition with the Public Utilities Commission (the “PUC”) for review of the new rates, and a corrected petition was filed on January 31, 2022;

WHEREAS, the original and corrected petition contained at least 251 valid signatures;

WHEREAS, the City defended its rates through proceedings at the PUC and the State Office of Administrative Hearings (“SOAH”) over a three-year period;

WHEREAS, on March 5, 2024, the SOAH Administrative Law Judge issued a proposal of decision finding that Leander’s appealed rates are just and reasonable, recommending that the PUC affirm Leander's decision affecting rates, and authorizing Leander to recover expenses incurred in defending its rates;

WHEREAS, on January 31, 2025, the PUC issued a final order (the “PUC Order”) finding that Leander’s appealed rates are just and reasonable, affirming Leander's decision affecting rates, and authorizing Leander to recover \$630,635.60 in expenses incurred in defending its rates through a 36-month surcharge charged to all outside city limits water customers; and

WHEREAS, the City finds that it is reasonable and necessary to establish the surcharge herein for the purpose of recovering the cost and expense of defending the City’s water rates consistent with the PUC Order;

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

Section 1. Findings of Fact. The findings and recitations set out in the preamble of this Ordinance are found to be true and correct, and that they are hereby adopted by the City Council and made a part hereof for all purposes.

Section. 2. Rate Expense Surcharge Established. Appendix A, Article A7.000, Utility Rates and Charges, Section A7.002 is hereby amended to add subsection (h) to read as follows:

(h) Outside city limits surcharge:

- (i) A monthly surcharge shall be applied to all active out-of-city connections receiving retail water service from the City. The surcharge is enacted to collect rate case expenses in the amount of \$630,635.60 (the “Rate Case Expense Amount”) authorized by Public Utilities Commission Order dated January 31, 2025, in PUC Docket No. 53063; SOAH Document No. 473-22-2236.WS (the “PUC Order”).
- (ii) The surcharge shall be calculated by dividing the balance of the Rate Case Expense Amount by the number of active out-of-city retail water connections, recovered over a thirty-six month period, provided that the surcharge shall not exceed \$5.00 per month.
- (iii) The Utility Department shall recalculate the surcharge from time to time in a manner consistent with this subsection. The City reserves the right to make adjustments to the surcharge calculation as necessary to ensure compliance with the PUC Order and applicable law.
- (iv) The surcharge shall take effect and begin with the first billing cycle in June 2025 and shall continue until the earlier to occur of 36 months following the date of the first billing cycle in June 2025 or until the City has collected \$630,635.60.
- (v) A customer may elect to pay the full amount of the surcharge attributable to their connection..

Section 3. Amendment and Repeal of Conflicting Ordinances. All parts of ordinances in conflict herewith are hereby amended and repealed to the extent of such conflict only.

Section 4. Effective Period of Surcharge. The surcharge adopted herein shall take effect and begin with the first billing cycle in June 2025 and shall continue until the earlier to occur of 36 months following the date of the first billing cycle in June 2025 or until the City has collected \$630,635.60.

Section 5. Effective Date of Ordinance. This Ordinance shall be in full force and effect immediately upon its final passage and publication in the manner required by the Texas Local

Government Code and the Charter.

Section 6. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any section, paragraph, sentence, clause or phrase of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses and phrases of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid section, paragraph, sentence, clause or phrase. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 7. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

PASSED AND APPROVED on this the 1 day of May, 2025.

ATTEST:

The City of Leander, Texas

Dara Crabtree, City Secretary

Christine DeLisle, Mayor