



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, June 5, 2025
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



**Mayor – Christine DeLisle
Place 1 – Stephen Chang
Place 2 – Michael Herrera
Place 3 – David McDonald**

**Place 4 – Na'Cole Thompson, Mayor Pro Tem
Place 5 – Andrew Naudin
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. 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 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding legal issues related to opening and closing of public rights-of-way.

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. Legal issues related to opening and closing of public rights-of-way.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation 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.

- Junteenth

8. Staff Reports

- State Legislative Update
- Economic Development Programs

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on May 15, 2025.
10. Approval of Brushy Creek Regional Utility Authority (BCRUA) Resolution authorizing the BCRUA President to execute the amended and restated Master Agreement and Bylaws providing for significant amounts of duplicative language removed and combining seven (7) amendments into one (1) document; recitals being updated and all exhibits revised, updated and reduced to seven (7) exhibits and other related matters.
11. Approval of Brushy Creek Regional Utility Authority (BCRUA) Resolution authorizing the BCRUA president to execute Supplemental Contract No. 4 with Walker Partners in the amount of \$8,009,777.00 for the bid and construction phase services for the BCRUA Phase 2A for a new contract amount of \$11,586,365.00.
12. Approval of a Special Event Permit for the City's annual Liberty Fest event to be held on July 3, 2025, at Devine Lake beginning at 6:00 p.m.; and with the inclement weather event date being July 4, 2025, for fireworks only.
13. Approval of Task Order No. MATLT-REL-CIPS23-019-05 for material testing services for San Gabriel Parkway Phase 2 (CIP T.11) with UES Professional Solutions 45, LLC in the amount of \$81,775.00; and authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.
14. Award of Solicitation CIPS25-007 to Asphalt Inc., LLC dba Lone Star Paving Company, for Roadway Rehabilitation Fiscal Year 2025 in the amount of \$1,411,219.55; providing for roadways in various locations are evaluated and selected annually for rehabilitation based on the severity and extent of the distress observed by Public Works staff, and identified in the pavement condition assessment performed by Applied Research Associates; and authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.
15. Approval of Bill of Sale and Assignment to QT South, LLC, for approximately 360 linear feet of 24" steel casing and related facilities, equipment, and appurtenances for future waterline installation in the amount of \$475,860.50; and authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.
16. Approval of a Resolution authorizing the submission of a Detailed Application (DA) to the Texas Department of Transportation (TxDOT) 2025 Transportation Alternatives (TA) Call for Projects including available and anticipated future funds for bicyclist and pedestrian infrastructure and planning; and authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.
17. Approval of the Second Reading of an Ordinance 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 north side of E. Crystal Falls Parkway, Leander, Williamson County, Texas.

18. Approval of the extension of the approval of the construction plan permit associated with Subdivision Case PICP-22-0008, 3219 N. Lakeline Boulevard public improvement construction plans regarding the extension of water and wastewater improvements along 3219 N. Lakeline Boulevard, as more particularly described by Williamson County, Texas.
19. Acceptance of the Quarterly Investment Report for the period ending March 31, 2025.
20. Approval of an expenditure of \$64,067.43 to purchase door access equipment, underground conduit, power supplies, and related professional services from Siemens Industry, Inc. utilizing Sourcewell contract 030421-SIE for the purpose of adding access control capabilities to the City of Leander's Joule facility; and authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.
21. Approval of an Interlocal Cooperation Contract agreement between The University of Texas at Austin and the City of Leander allowing the City to utilize Regional Security Operations Center (RSOC) cybersecurity services; and authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.

PUBLIC HEARING: ACTION

22. Conduct a Public Hearing pursuant to Chapter 26, Texas Parks and Wildlife Code regarding the proposed dedication of a utility easement on public parkland located on Lot 17, Block F, Crystal Springs Phase 1 Subdivision more particularly described by Williamson Central Appraisal District Parcel WCAD Parcel R573921, Leander, Williamson County, Texas, for the purpose of installation, maintenance, and operation of underground electrical facilities and other utilities; whether there is no feasible and prudent alternative to the use or taking of such land; and whether the project includes all reasonable planning to minimize harm to the land, as a park.
 - Discuss and consider action an Ordinance making findings pursuant to the Texas Parks and Wildlife Code, regarding the easement dedication as described above requiring use of public parkland for the utility easement and installation of public infrastructure; approving the form of the easement and authorizing the City Manager or designee to execute any and all necessary documents
23. 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 10427 Minor PUD (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 Parcels R031314, R375914, and R433127; and more commonly known as 8760 RM 2243, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-25-0159 as described above.
24. Conduct a Public Hearing and consider action regarding Ordinance Case OR-25-0030 to amend the Composite Zoning Ordinance to adopt standards and a permitting process associated with micro-trenching, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-25-0030 as described above.

25. Conduct a Public Hearing regarding Special Use Case Z-25-0165 to consider action on a Special Use Permit to allow for a smoke shop on one (1) parcel of land approximately 0.155 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036105; and commonly known as 106 W. Willis Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0165 as described above.

REGULAR AGENDA

26. Discuss and consider action on a waiver to the residential phasing plan requirements for Subdivision Case CP-25-0043 Lost Woods Estates Concept Plan on one (1) parcel of land 28.12 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R338811; and generally located southeast of the intersection of CR 175 and Mineral Drive, Leander, Williamson County, Texas.
27. Discuss and consider action on Development Agreement Case DA-24-0020 Messina Office & Retail Development Agreement between Windy Terrace Phase 8, LLC and the City of Leander to establish a reimbursement agreement for the construction of S. Chitalpa Street for a property located on one (1) parcel of land 15.4067 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R462742; and generally located 1,000 feet to the southeast of the intersection of 183A Toll Road and Bulbine Drive, Leander, Williamson County, Texas.
28. Receive presentation and accept the 2025 Leander Public Arts and Culture Master Plan.
29. 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 Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.
30. Discuss and consider action on the City of Leander Facility Master Plan Proposal submitted by Parkhill; and to authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.
31. 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.]*
32. Council Member Closing Statements.
33. 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 30 day of May 2025 by 7:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Approval of the minutes for meeting held on May 15, 2025.

BACKGROUND:

Approval of minutes for meeting held on May 15, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 05.15.2025



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 15, 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 6:01 p.m.

2. Roll Call.

Roll call reflected all present.

3. Receive a presentation regarding Williamson County Road Bond Projects.

[Due to technical difficulties, the City Council recessed at 6:05 p.m.; reconvened at 6:13 p.m.]

Discussion included: Hero Way, Phase 1; Hero Way, Phase 1A; East Crystal Falls Parkway; Bagdad Road, Southern Section; Bagdad Road, Northern Section; Country Road 175; Ronald Reagan Corridor Planning, Segment A; and next steps.

Briefing workshop adjourned at 6:51 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:05 p.m.; Carol Robertson with Baha'i Community provided the invocation and Mayor DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

6. Recognition of Service Councilmember Place 1 and Councilmember Place 5

7. Oath of Office for elected Councilmember Place 1, re-elected Councilmember Place 3, and elected Councilmember Place 5.

[Immediately following the oaths of office there will be a brief reception.]

[Recessed at 7:59 p.m.; reconvened at 8:24 p.m.]

8. 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.]

Kathy Bonardi, 1412 Volente Lane - thanked outgoing councilmembers and welcomed newly and re-elected councilmembers.

Kathy Howell, 11327 Hero Way W. - commented on upcoming Memorial Day event.

Thomas Parker, 100 CR 290 - commented on proposed MUD on Hero Way and impact to wells on his property.

9. Staff Reports

- Branding RFP Update
- Capital Improvement Program Update: Senior Center (CIP P.6).
- Water Update

Branding RFP update included: goal; timeline; and selection process.

Senior Center update included: construction activities to date.

Water update included: basin condition; inflows; historical years; combined storage; long range elevation forecast; contingent on Lake Travis elevation; BCRUA Phase 2;

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 10 through 17.

By: Mayor Pro Tem Thompson

Seconded: Councilmember Ross

Vote: 7 - 0

10. Approval of the minutes for meeting held on May 1, 2025.
11. Acceptance of infrastructure improvements of a 16-inch water line for public water improvements associated with Subdivision Case PICP-23-0068, starting at Argyle Road and County Road 175 intersection and proceeding south and ending at Wildsprings subdivision.
12. Approval of Change Order No.1 for the RM 2243 Master Lift Station and Gravity Relief Main Project (CIP Project WW.43) with Cash Construction for Construction Services, providing resolution to a conflict with the proposed wastewater gravity line, increasing the current contract by \$122,615.29 for a new total of \$7,629,409.29, with an extension of term duration of ten (10) calendar days; and authorize the City Manager to execute any and all necessary documents.

13. Approval of Change Order No.2 for the RM 2243 Reclaimed Waterline Improvements project (CIP Project WW.46) with C. C. Carlton Industries, LTD, providing for allowable reimbursable, increasing the current contract by an amount of \$358,488.00 for a new total of \$7,624,960.90, with no extension of term; and authorize the City Manager to execute any and all necessary documents.
14. Approval of Cost-Share Funding Program Agreement by and between the City of Leander and the Lower Colorado River Authority (LCRA), a conservation and reclamation district of the State of Texas, to provide funding of \$100,000.00 to assist in the implementation of the City's Advanced Metering Infrastructure (AMI) System, (CIP W.42); and authorize the City Manager to execute any and all necessary documents.
15. Approval of a Resolution of the City of Leander, Texas, accepting the petition for the Barksdale Phase 3 Annexation Case A-25-0022 regarding the voluntary annexation of 48.96 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District as Parcels R338810, R407805 and R407804; and generally located at the northwest corner of Journey Parkway and County Road 175, Leander, Williamson, Texas.
16. Approval of the second 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.
17. Approval of the second 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 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.

PUBLIC HEARING: ACTION

18. 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 $\pm$ 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.

Opened Public Hearing at 8:51 p.m.; closed Public Hearing at 8:51 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-25-0164.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Ross

Vote: 7 - 0

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. *[Postponed until June 5, 2025 regular meeting.]*
20. Discuss and consider action on Tree Removal Case TRP-24-0026 regarding the removal of multiple Heritage Trees associated with the Leander Tech Park Public Improvements (PICP-24-0133) and Site Development Projects (SD-24-0086) located approximately 500 feet southwest of the intersection of State Highway 29 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

Motion: Approve Tree Removal TRP-24-0026.

By: Mayor Pro Tem Thompson
Seconded: Mayor DeLisle

Vote: 7 - 0

21. Discuss and consider the selection of Mayor Pro Tem for 2025-2026.

Motion: Approve Mayor Pro Tem Thompson for another term (2025-2026). Following approval, Mayor DeLisle presented Mayor Pro Tem Thompson with a plaque thanking her for service as Mayor Pro Tem for 2024-2025.

By: Mayor DeLisle
Seconded: Councilmember Ross

Vote: 7 - 0

22. Discuss and consider action on scheduling a one-day workshop in June to discuss and provide direction on transportation matters.

Following a discussion, the Council set the workshop in the council chambers for Wednesday, June 25, 2025, from 1:00 p.m. - 5:00 p.m.
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.]*

None.

24. Council Member Closing Statements.

Stephen Chang - thanked everyone and looking forward to serving.

Michael Herrera - commented on upcoming Expo on May 30.

Christine DeLisle - stated tonight's dinner came from Southside Barbeque; reminded everyone to shop locally; and proclamations recently issued for ALS month, Boat Safety Week and Texas Marine Corps League Days.

25. Convene into Executive Session pursuant to Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition/lease of property for public purpose.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding acquisition/lease of property for public purpose.

Convened into Executive Session at 9:06 p.m.; reconvened into open session at 9:44 p.m.

No action was taken as a result of the Executive Session.

26. Adjournment

Adjourned at 9:45 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Approval of Brushy Creek Regional Utility Authority (BCRUA) Resolution authorizing the BCRUA President to execute the amended and restated Master Agreement and Bylaws providing for significant amounts of duplicative language removed and combining seven (7) amendments into one (1) document; recitals being updated and all exhibits revised, updated and reduced to seven (7) exhibits and other related matters.

BACKGROUND:

The primary reasons for the Amended and Restated Master Contract were to incorporate the language from the seven (7) previous amendments to the original 2008 Master Contract, complete a comprehensive review, cleanup and update of all needed areas in the agreement, and to create one amended and restated agreement. The Master Contract only provided for the construction of Phase 1 of the Brushy Creek Regional Utility Authority (BCRUA) water plant, which was referred to as the "Project." Therefore, to make it a "forever agreement," the term "Project" was replaced with "System." The definition of System now includes the raw water system that delivers raw water to the Cedar Park, Leander, and BCRUA water treatment plants, the BCRUA raw water treatment system, and the treated water distribution system. A summary of the amended contract is as follows:

- Significant amounts of redundant language were removed by combining the seven amendments into one document.
- Recitals have been updated.
- All exhibits have been revised/updated and reduced to 7 exhibits:
 - Exhibit A - System
 - Exhibit B - Delivery Points
 - Exhibit C - Raw Water Delivery System Capacities and Cost Allocation
 - Exhibit D - Treatment System Capacities and Cost Allocation
 - Exhibit E - Treated Water Distribution System Capacity Allocation
 - Exhibit F - Reserved Capacity in System Components built with Phase 1A
 - Exhibit G - Operations and Maintenance Expense Allocation
- New and improved exhibits include Delivery Points, Treatment System Capacities/Cost Allocations, and Distribution System Capacity Allocation.
- Updated/clarified/new definitions for "Annual Budget", "Capital Improvements", "Capital Expenses", "Capital Improvements Budget", "Emergency Repairs", "Engineering Reports", "Expansion", "Plans and Specifications", and "System" were incorporated.
- The raw water contracts between the Lower Colorado River Authority (LCRA), Brazos River Authority (BRA), and the three cities have been removed since it is not necessary for the raw water contracts to be attached to the Amended Master Contract.
- Eliminated the reference to a "completion date" that is no longer relevant.

- Numerous amendments to clarify that the System is owned by the three cities, and not the BCRUA.
- Updated an improved procedure for System expansions.
- Updated the billing procedure for the Cities to align with current processes and procedures that have changed since the effective date of the original agreement.
- Removed the creation, composition, and responsibilities description for the Operations Committee from the Amended Master Contract and integrated them into the amended Bylaws. (The Operations Committee is adopted by reference in the Amended Master Contract.)
- Updated capacity and cost allocation exhibits including a new raw water capacity allocation exhibit for use once Phase 2 begins delivering raw water to the Cedar Park, Leander, and BCRUA water treatment plants.
- Added a new “System” exhibit and “Delivery Points” exhibit.
- Added clarification that BCRUA owns, operates and maintains all equipment at the Delivery Points in each City, including valves, meters, SCADA, and chlorine residual analyzers.
- Updated the Annual Budget procedure to ensure it is aligned with current practices and added cost categories for raw water electricity, chemicals, and new system/facility repairs and maintenance expenses that will be needed once Phase 2 comes online.
- Added procedures used for annual “True-Up” of the Operations and Maintenance budget at the end of the fiscal year to reflect actual versus the estimated costs used for preparation of the annual budget.

Bond counsel reviewed all relevant financing and bond language in the agreement.

The Amended Master contract has been reviewed by all 3 city attorneys and the Operations Committee and staff recommend approval of the attached resolution authorizing the BCRUA President to execute the Amended and Restated Master Contract.

Concurrent with the process of BCRUA staff and attorneys preparing the Amended and Restated Master Contract, also prepared was an amendment to the BCRUA Bylaws. The Bylaws had not been reviewed and updated in several years, and it was logical to do this at the same time as amending the master contract. The Final Amended Bylaws are included in the agenda packet, and changes are summarized as follows:

- Article I - Added sections for "Primary Purpose" and "Prohibitions":
 - “Primary Purpose” describes the regional water treatment and distribution system.
 - “Prohibitions” clarifies that BCRUA is not an “affected Utility” under the Water Code and is not a “wholesale public water supplier” as defined by TAC Title 30.
- Article II - Reorganized to improve ease of reading and language was added to establish procedures in the event a Director ceases to hold qualifications, resigns, or is removed, and procedures for calling and conducting Board meetings.
- Article III - Amended language to:
 - Clear up confusion/conflicts relating to the positions of "Board Secretary" and “Administrative Secretary”, who is responsible for posting meeting agendas, calling role, taking minutes, etc.
 - A “reset” of the term and rotation procedures for the Board officers was written to address confusion of the terms for the directors that are appointed by the three City Councils. This new language clarifies that all Director terms are concurrent, beginning and ending at the same time.
- The proposed revisions would provide for the formation of the "Operations Committee" in the Bylaws as opposed to the Master Contract. The "Operations Committee" functions as an important part of BCRUA's “governance” and its creation and designated responsibilities are most appropriately incorporated into the bylaws. The same Operations Committee provisions from the Master Contract were incorporated into the Bylaws in addition to a provision that allows the General Manager to seek Operations Committee input and recommendations regarding personnel matters.
- Article V - A new article that clarifies the details of the appointment of and primary responsibilities of the General Manager. Going forward, the General Manager would be appointed by and report to the

Board. Annual performance evaluations would be reviewed and approved by the Board, and it is further specified that Round Rock's pay for performance system would be utilized as part of the annual performance evaluation process. However, the Board could opt to implement an alternative process. This new Article also provides for the designation of a "General Counsel" which was added primarily because the legal and financial documents required to secure financing through the Texas Water Development Board must be reviewed and approved by BCRUA's "General Counsel." There are also other legal matters for which an official "General Counsel" is required.

- Articles V and VI are proposed to be deleted as it was determined that Indemnification of Directors and Officers is unnecessary. Furthermore, it was determined that BCRUA does not need a separate Code of Ethics, as these are covered by the respective City ordinances.
- Article X - Amended to no longer require approval by all three City Councils for contracts and expenditures over \$500,000 that have been included in the adopted annual budget.

HISTORY/TIMELINE:

September 2, 2008 - Original Master Contract for the financing, construction, and operation of the BCRUA Regional Water Treatment and Distribution Project.

January 22, 2009 - 1st Amendment to the Master Contract to postpone the operational date of the project from April 1, 2011, to April 1, 2012.

October 20, 2010 - 2nd Amendment to the Master Contract to update the estimated costs with actual cost numbers.

February 22, 2012 - 3rd Amendment to the Master Contract to delay substantial completion of the water treatment plant from April 2012 to June 2012.

April 25, 2018 - 4th Amendment to the Master Contract to expand the definition of "BCRUA Project" to include certain Phase 2 Regional System Components

April 22, 2021 - 5th Amendment to the Master Contract to expand the definition of "BCRUA Project" to include all Phase 2 Regional System Components and to set out the estimated costs, cost allocation, and to set out the Parties reserved capacities in Phase 2 components.

November 5, 2021 - 6th Amendment to the Master Contract to expand the definition of "BCRUA Project" to include new phases to be designated Phase 1B, Phase 1C, and Phase 1D, and to set out the estimated costs, cost allocation among the Cities, and to set out the Cities' reserved capacities in Phase 1B, 1C, and 1D.

March 27, 2024 - 7th Amendment to the Master Contract to expand the definition of "BCRUA Project" to include a new phase to be designated Phase 2A, and to set out the estimated costs, cost allocation among the Cities, and to set out the Cities' reserved capacities in Phase 2A.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Gina M. Ellison, PE

Executive Director of Public Works

Fiscal Impact

Attachments:

1. Amended and Restated Master Agreement; FINAL 04-18-25

2. Bylaws Amendment; FINAL; 03.05.25

**AMENDED AND RESTATED MASTER CONTRACT
FOR THE
FINANCING, CONSTRUCTION AND OPERATION
OF THE
BRUSHY CREEK REGIONAL UTILITY AUTHORITY
WATER TREATMENT
AND DISTRIBUTION SYSTEM**

Among

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC,

CITY OF CEDAR PARK

CITY OF LEANDER

AND

CITY OF ROUND ROCK

Dated: April 23, 2025

TABLE OF CONTENTS

	Page
ARTICLE I <u>DEFINITIONS AND INTERPRETATIONS</u>	3
Section 1.1 Definitions.....	3
Section 1.2 Interpretation.....	9
ARTICLE II <u>PURPOSE AND DESCRIPTION OF THE SYSTEM</u>	9
Section 2.1 Raw Water Contracts	9
Section 2.2 Regional Water Treatment and Distribution	9
Section 2.3 Local Government Corporation	9
Section 2.4 Purpose of this Contract.....	9
Section 2.5 System Ownership	10
Section 2.6 Title to Raw Water.....	10
Section 2.7 Quality.....	10
Section 2.8 Operation.....	10
Section 2.9 Conservation Plans.....	10
ARTICLE III <u>ACQUISITION AND CONSTRUCTION OF THE SYSTEM</u>	10
Section 3.1 General.....	10
Section 3.2 Location of System; Acquisition of Land Interests	11
Section 3.3 Award of Construction Contracts	11
Section 3.4 Liens.....	11
Section 3.5 Revisions of Plans.....	11
Section 3.6 Approvals.....	11
Section 3.7 Raw Water Supply	12
Section 3.8 Access to Cities' Rights of Way	12
Section 3.9 Easements	12
Section 3.10 Delivery Point(s).....	12
Section 3.11 Other Contracts	12
Section 3.12 Quality.....	12
Section 3.13 Expansions	13
ARTICLE IV <u>FINANCING OF THE SYSTEM</u>	14
Section 4.1 Issuance of Bonds	14
Section 4.2 Proceeds of Bonds.....	15
Section 4.3 Refunding of Bonds	16
Section 4.4 Redemption of Bonds	16
Section 4.5 Debt Service on Bonds and Other Bond Funding Requirements	16
Section 4.6 Billing	17
Section 4.7 Delinquency in Payment	17
Section 4.8 BCRUA's Rights Assigned to Trustee	17
Section 4.9 Tax-Exempt Bonds	18

Section 4.10	Payment to Rebate Fund	18
Section 4.11	City's Obligations	18
Section 4.12	Interest on Money	19
Section 4.13	Sale and Offering Documents	19
Section 4.14	Right to Prepay	19
ARTICLE V	<u>OPERATION OF THE SYSTEM</u>	19
Section 5.1	Operation.....	19
Section 5.2	Payments for Operations and Maintenance Expenses	20
Section 5.3	Operations Committee	20
ARTICLE VI	<u>CAPACITIES OF THE CITIES IN THE SYSTEM</u>	20
Section 6.1	Capacities in System Components.....	20
Section 6.2	Capacities in the Raw Water System	20
Section 6.3	Capacities in the Treatment System.....	20
Section 6.4	Capacities in the Treated Water Distribution System.....	20
Section 6.5	Transfer of Capacity	20
Section 6.6	Documentation of Transferred Capacity.....	21
ARTICLE VII	<u>DELIVERY POINT(S)</u>	21
Section 7.1	Treated Water Delivery Point(s).....	21
Section 7.2	Raw Water Delivery Point(s).....	21
Section 7.3	Rate and Quantity at Delivery Point(s).....	21
ARTICLE VIII	<u>METERING AND MEASUREMENT</u>	21
Section 8.1	Unit of Measurement	21
Section 8.2	Measuring Equipment at the Intake Point.....	21
Section 8.3	Measuring Equipment at Delivery Points	22
Section 8.4	Controlling Rate of Flow	22
Section 8.5	Calibration of Meters	22
Section 8.6	Check Meters	23
Section 8.7	Backflow Prevention.....	23
ARTICLE IX	<u>ANNUAL BUDGET, ANNUAL PAYMENTS, CITY COVENANTS</u>	23
Section 9.1	Annual Budget	23
Section 9.2	Operations and Maintenance Expenses	24
Section 9.3	Reserve Fund	24
Section 9.4	Annual Payments by the Cities	24
Section 9.5	Source of Payment	26
Section 9.6	Annual Budgeting by the Cities	26
Section 9.7	Revenue Sources Pledged	26

Section 9.8	General Covenants by Cities.....	26
ARTICLE X	<u>CONTINUING DISCLOSURE</u>	30
Section 10.1	Annual Reports	30
Section 10.2	Event Notices	30
Section 10.3	Limitations, Disclaimers, and Amendments.....	32
ARTICLE XI	<u>COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS</u>	33
Section 11.1	Compliance with Federal, State and Local Laws.....	33
Section 11.2	Recordkeeping and Reporting.....	33
ARTICLE XII	<u>GENERAL PROVISIONS</u>	34
Section 12.1	Participation by the Parties	34
Section 12.2	Insurance	34
Section 12.3	Force Majeure	35
Section 12.4	Unconditional Obligation to Make Payment	35
Section 12.5	Term of Contract.....	36
Section 12.6	Amendment and Modification	36
Section 12.7	Addresses and Notice.....	36
Section 12.8	State or Federal Laws, Rules, Orders, or Regulations	37
Section 12.9	Severability	37
Section 12.10	Remedies Upon Default.....	38
Section 12.11	Venue	38
Section 12.12	Statutory Authority	38
Section 12.13	Indemnification	38
Section 12.14	Contract for Benefit of the Cities.....	38
Section 12.15	Succession and Assignment.....	39
Section 12.16	Incorporation of Preamble Recitals	39
Section 12.17	Independent Contractor.....	39
Section 12.18	Financing Statement.....	39
Section 12.19	Entire Agreement	39
Section 12.20	Applicable Law	39
Section 12.21	Counterparts.....	39

EXHIBITS

Exhibit A	System
Exhibit B	Delivery Points
Exhibit C	Raw Water Delivery System Capacities and Cost Allocation
Exhibit D	Treatment System Capacities and Cost Allocation
Exhibit E.	Treated Water Distribution System Capacity Allocation
Exhibit F	Reserved Capacity in System Components built with Phase 1A
Exhibit G	Operations and Maintenance Expense Allocation

**AMENDED AND RESTATED MASTER CONTRACT
FOR THE FINANCING, CONSTRUCTION AND OPERATION
OF THE BCRUA REGIONAL WATER TREATMENT
AND DISTRIBUTION SYSTEM**

THIS AMENDED AND RESTATED MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION AND OPERATION OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION SYSTEM (the “Contract”) is dated and entered into as of the 23rd day of April, 2025, by and among the Brushy Creek Regional Utility Authority, Inc. (“BCRUA”), a non-profit corporation of the State of Texas (the “State”), created and existing under the laws of the State, including Subchapter D of Chapter 431 as amended, Texas Transportation Code, and the City of Cedar Park, Texas (“Cedar Park”), the City of Leander, Texas (“Leander”), and the City of Round Rock, Texas (“Round Rock”) all home-rule municipalities and political subdivisions of the State (individually, the “City”; collectively, the “Cities”). The BCRUA and the Cities are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, Subchapter D of Chapter 431 of the Texas Transportation Code, as amended (the “Act”) authorizes municipalities to create one or more local government corporations to accomplish any governmental purpose of the Cities including to plan, finance, construct, own, operate, and/or maintain facilities necessary for the conservation, storage, transportation, treatment, and/or distribution of raw and treated water, including a plant site, right-of-way, and property, equipment, and/or right of any kind useful in connection with the conservation, storage, transportation, treatment, and/or distribution of raw and treated water that will ultimately provide a potable water supply to meet future water demands of the Cities based on current population projections and estimates (said facilities herein referred to as the “System”); and

WHEREAS, the City Councils of Cedar Park, Leander, and Round Rock, respectively (collectively, the “Governing Bodies”), have authorized and approved the creation of the BCRUA as their constituted authority and instrumentality to accomplish the specific public purpose to plan, finance, construct, operate, or maintain facilities necessary for the conservation, storage, transportation, treatment, or distribution of raw and treated water, including plant sites, rights-of-way, and property, equipment, or rights of any kind useful in connection with the conservation, storage, transportation, treatment, or distribution of raw and treated water, pursuant to the provisions of the Act and other applicable law, including Section 791.026 Texas Government Code, as amended; and

WHEREAS, the Cities and the BCRUA recognize that the construction of the System will occur in phases that will occur over time and will depend on future growth and environmental conditions that are uncertain today; and

WHEREAS, the Cities and the BCRUA have previously entered into the MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION AND OPERATION OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT (the 2008 Master Contract”), which was dated and entered into as of the 24th day of September, 2008, and

WHEREAS, the BCRUA and the Cities now agree that it is efficient and appropriate to amend and restate the 2008 Master Contract by approving this Contract to incorporate the previous amendments, as well as other amendments contained herein, including making conforming revisions to reflect the fact that BCRUA has not “acquired” and does not have “ownership rights” to the System; and

WHEREAS, the Cities and the BCRUA, exercising their respective mutual authorities, wish to enter into this Contract in order to most efficiently and quickly obtain the capability to deliver treated water to the Cities; and

WHEREAS, the Cities, respectively, have contracted with LCRA, directly or indirectly, to purchase raw water from Lake Travis in sufficient quantities to meet each City’s anticipated treatment capacity for the System and each City shall make available sufficient raw water to the BCRUA for its treatment capacity in the System; and

WHEREAS, after treatment, the BCRUA will deliver the treated water to the Cities, respectively, for use within their respective corporate limits or applicable service areas; and

WHEREAS, the governing bodies of the Cities and the Board of Directors of the BCRUA have determined that the provisions of this Contract and all of the actions contemplated herein are in compliance with the Texas State Water Plan and the Regional Water Plan adopted pursuant to Chapter 16, Subchapter C, Planning, of the Texas Water Code; and

WHEREAS, the Cities, respectively, have adopted water conservation plans approved by the Texas Commission on Environmental Quality (“TCEQ”) prior to execution of this Contract; and

WHEREAS, in accordance with Section 12.6 of the 2008 Master Contract, no change, amendment or modification of the 2008 Master Contract effectuated through this Contract adversely affects the prompt payment when due of all money required to be paid by each City under the terms of the 2008 Master Contract, as amended, and no such change, amendment or modification causes a violation of any provisions of any Bond Resolution in effect as of the date hereof; and

WHEREAS, the BCRUA, to the best of its ability, shall in general do or cause to be done all such things as may be required or necessary for the proper acquisition, construction, and operation of the System; NOW, THEREFORE,

In consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Cities and the BCRUA mutually undertake, promise, and agree as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.1 Definitions. In addition to the terms defined above, the following terms shall have the meanings assigned to them below wherever they are used in this Contract, unless the context clearly requires otherwise:

(a) “Additional Bonds” means one or more series of additional Bonds which are issued by the BCRUA to finance construction of the System pursuant to Section 3.10 hereof or for any other lawful purpose.

(b) “Annual Budget” means the budget prepared by BCRUA each Fiscal Year and as described in the BCRUA Bylaws including all Annual Payments such as Operation and Maintenance Expenses, Reserve Fund and Debt Service, or Bond payments.

(c) “Annual Payments” means the amount of money constituting the Operation and Maintenance Expenses, Capital Improvements, Reserve Fund and to the extent the BCRUA issues a series of Bonds on behalf of a City, the Bond Payment to be paid to the BCRUA by each City, on a several and not a joint basis as described in Section 4.1 and Section 4.5 hereof from the revenues of each City’s System as an operating and maintenance expense of each City’s System at the times and in the amounts required by Sections 4.5 and 9.4 of this Contract.

(d) “Authorized Representative” means any person at the time delegated authority to act on behalf of the Cities or the BCRUA, as the case may be, and designated as such in a written certificate, containing a specimen signature of such person, which, for the Cities shall be the City Manager, of each City or such other officers or employees of the Cities authorized to act on behalf of the Cities during the respective City Manager’s absence or incapacity, and for the BCRUA shall be the General Manager of the BCRUA or such other officer or employee of the BCRUA authorized to act on behalf of the BCRUA during the General Manager’s absence or incapacity, unless a party notifies the other party in writing of a change in its Authorized Representative.

(e) “BCRUA” means the Brushy Creek Regional Utility Authority, Inc. and its lawful successors and assigns.

(f) “Bond Payment(s)” means the amount of money to be paid to the BCRUA by a City, for the debt service or to fund or replenish any debt service reserve fund or other special or contingency fund or the payment of Trustee or other fees related to one or more series of Bonds issued for that City, which Bonds are payable from the gross revenues of the City’s System as an operating and maintenance expense of the City’s System at the times and in the amounts required to pay debt service on a series of Bonds issued for that City, at such time as further provided in Section 4.5 of this Contract. A City is responsible for paying debt service on only the series of Bonds issued for that City, after taking into account any capitalized interest funded from the proceeds of any series of Bonds issued for that City. A City is not responsible for paying debt service on any series of Bonds issued for another City.

(g) “Bond Resolution” means any resolution and/or trust indenture of the BCRUA, authorizing the issuance of and securing a series of Bonds and all amendments and supplements thereto authorized by such resolution to establish certain terms of the Bonds authorized by such resolution. Since separate series of Bonds will be issued for each City requesting financing, any

such reference in this Contract means the Bond Resolutions related to the City for which such series of Bonds are being issued.

(h) “Bonds” means all bonds, notes, or other obligations hereafter issued by the BCRUA, for each City requesting financing, the proceeds of which shall be used to pay such City’s share of System Costs, (including any Additional Bonds) or to refund any Bonds or to refund any such refunding Bonds.

(i) “Bylaws” means the Bylaws originally adopted by the BCRUA Board of Directors and the Cities on the 17th day of February, 2010; as amended on the 21st day of July, 2010; as amended on the 23rd day of April, 2025; and as amended from time to time in the future.

(j) “Capital Expenses” means all direct costs for the design, permitting, construction and/or acquisition of Capital Improvements, including the costs of acquiring any necessary easements, rights of way, or fee simple title to real property.

(k) “Capital Improvements” means physical improvements to or assets of the System with an expected useful life of a minimum of three years and of the type generally categorized as a capital improvement and/or a capital expense in individual budgets of the Cities, including but not limited to repairs and/or replacement of damaged, worn out or obsolete portions of the System and any new additions to or improvements made to the System, including Expansions, Emergency Repairs, and other improvements necessary for the System to meet or maintain regulatory requirements and/or improve operations of the System for the benefit of the Cities.

(l) “Capital Improvements Budget” means the annual amount budgeted as provided in Article IX for all Capital Improvements during any Fiscal Year.

(m) “Cities” means, collectively, the City of Cedar Park, Texas, the City of Leander, Texas, and the City of Round Rock, Texas. “City” means, respectively, the City of Cedar Park, Texas, the City of Leander, Texas, or the City of Round Rock, Texas.

(n) “City System” means and includes a respective City’s existing combined waterworks and wastewater disposal system, together with all future extensions, improvements, enlargements, and additions thereto, including, to the extent permitted by law, and/or reclaimed water systems which are integrated with the waterworks or wastewater disposal system, and all replacements thereof, provided that, notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term City System shall not include any waterworks or wastewater facilities which are declared by a City not to be a part of its City System of such City and which are hereafter acquired or constructed by a respective City with the proceeds from the issuance of “Special Project Bonds”, which are hereby defined as being special revenue obligations of such City, which are not secured by or payable from the net revenues of a respective City System, but which are secured by and are payable solely from special contract revenues, or payments received by a City or any other legal entity, or any combination thereof, in connection with such facilities; and such revenues or payments shall not be considered as or constitute gross revenues of a respective City System, unless and to the extent otherwise provided in the ordinance or ordinances authorizing the issuance of such “Special Project Bonds.”

(o) “Claim”, as used in Section 12.13 of this Contract, means claims, demands, and expenses, including reasonable attorney’s fees.

(p) “Code” means the Internal Revenue Code of 1986, and any amendments thereto, as in force and effect on the date of delivery of any series of Bonds.

(q) “Construction Fund” means the fund created with that name pursuant to a Bond Resolution.

(r) “Consulting Engineer(s)” means an engineering firm that is selected and approved by the BCRUA.

(s) “Credit Agreement” means any bond insurance policy or other credit agreement, as defined in and authorized by the provisions of Chapter 1371, as amended, Texas Government Code, which the BCRUA may execute relating to a series of Bonds.

(t) “Delivery Point” means the place, whether one or more, to which the BCRUA will deliver raw and/or treated water to each City pursuant to this Contract.

(u) “Emergency Repairs” means those unanticipated System repairs and improvements that are not included in the Annual Budget or the Capital Improvements Budget, but must be initiated immediately to repair and/or avoid failure in any System component that could threaten public health and safety or the environment, as determined by the General Manager following consultation with the Operating Committee and the Consulting Engineer.

(v) “Engineering Reports” means preliminary and final engineering reports and other types of engineering reports, design memoranda, etc., applicable to the design and construction of the System or System components, in possession, on record, or having legal right to by the BCRUA.

(w) "Expansion" means expansion, extension, improvement or enlargement of any System Component(s) by one or more of the Parties which results in an increase in the capacity reservation for any System Component(s).

(x) “Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(y) “Fiscal Year” means the fiscal year, which begins on October 1 of each year and ends on September 30 of the following year.

(z) “Force Majeure” means such term as it is defined in Section 12.3 of this Contract.

(aa) “General Manager” means the individual hired by the BCRUA Board of Directors to manage the affairs of the BCRUA.

(bb) “Insurance Policy” means the insurance policy, if any, issued by the Insurer guaranteeing the scheduled payment of principal of and interest on a particular series of Bonds when due.

(cc) “Insurer” means the company, if any, insuring a particular series of the Bonds, or any successor thereto or assignee thereof.

(dd) “Land Interests” means the fee simple interests and/or the easements, right-of-way, and other interests in real property necessary for the acquisition, construction, and operation of the System.

(ee) “MSRB” means the Municipal Securities Rulemaking Board and any successor to its duties.

(ff) “Operation and Maintenance Expenses” means all direct costs and expenses, fixed and variable, incurred by the BCRUA for its operation and maintenance of the System, including (for greater certainty but without limiting the generality of the foregoing) the costs of utilities, supervision, treatment, engineering, accounting, auditing, legal services, insurance premiums, supplies, services, and administration of the System, and costs of operating, repairing, maintaining, and replacing equipment for proper operation and maintenance of the System. The term “Operation and Maintenance Expenses” does not include depreciation charges or such portion of the above-described costs to the extent such costs are paid pursuant to an agreement other than this Contract.

(gg) “Operations Committee” means the committee created in Article IV of the Bylaws.

(hh) “Permitted Liens” means;

(i) minor irregularities, charges, liens, encumbrances, defects, easements, licenses, rights-of-way, servitudes, restrictions, mineral rights, and clouds on title which, in the opinion of counsel to the BCRUA, a copy of which shall be forwarded to each City, do not materially impair the use of the System for the purposes for which it is designed;

(ii) easements for roads (as used in this Contract, the term “roads” shall include, without limitation, streets, curbs, gutters, drains, ditches, sewers, conduits, canals, mains, aqueducts, aerators, connections, ramps, docks, viaducts, alleys, driveways, parking areas, walkways, and trackage), utilities (which for purposes of this Contract shall include, without limitation, water, sewer, electricity, gas, telephone, pipeline, railroad, and other collection, transportation, light, heat, power, and communication systems) and similar easements and other easements, rights-of-way, rights of flowage, flooding, diversion or outfall, licenses, restrictions, and obligations relating to the operation and maintenance of the System which, in the opinion of counsel to the BCRUA, a copy of which shall be forwarded to each City, do not materially impair the use of the System for the purposes for which it is designed; and

(iii) rights of the United States or any state or political subdivision thereof, or other public or governmental authority or agency or any other entity vested with the power of eminent domain to take or control property or to terminate any right, power, franchise, grant, license, or permit previously in force.

(ii) “Plans and Specifications” means the plans and specifications prepared for the System by the BCRUA Consulting Engineer(s) and kept on file at the BCRUA treatment plant, as the same may be revised from time to time in accordance with this Contract.

(jj) “Prudent Utility Practice” means any of the practices, methods, and acts, in the exercise of reasonable judgment, in the light of the facts, including but not limited to the practices, methods, and acts engaged in or approved by a significant portion of the public utility industry prior thereto, known at the time the decision was made, that would have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and

expedition. It is recognized that Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act at the exclusion of all others, but rather is a spectrum of possible practices, methods, or acts which could have been expected to accomplish the desired result at the lowest reasonable cost consistent with reliability, safety, and expedition. In the case of any facility included in a City System which is owned in common with one or more other entities, the term “Prudent Utility Practice”, as applied to such facility, shall have the meaning set forth in the agreement governing the operation of such facility.

(kk) “Rule” means SEC Rule 15c2-12, as amended from time to time.

(ll) “Sale and Offering Documents” means any official notice of sale, official bid form, preliminary official statement, official statement, or other offering document for the Bonds.

(mm) “SEC” means the United States Securities and Exchange Commission and any successor to its duties.

(nn) “State” means the State of Texas.

(oo) “System” means collectively the Raw Water Delivery System, the Treatment System, and the Treated Water Distribution System, as shown in Exhibit A, and defined, as follows:

(i) “Raw Water Delivery System,” means:

- (a) the deep-water intake and pumping system in Lake Travis,
- (b) the tunnel to deliver raw water from the intake system to the raw water pumping station,
- (c) the raw water pumping station,
- (d) the line(s) to deliver 26.9 mgd of raw water to the Cedar Park Water Treatment Plant,
- (e) the line(s) to deliver 12.0 mgd of raw water to the Leander Sandy Creek Water Treatment Plant, and
- (f) the line(s) to deliver 105.8 mgd of raw water to the Brushy Creek Water Treatment Plant; and

(ii) “Treatment System,” means:

- (a) the BCRUA Water Treatment Plant, including the administration building,
- (b) the on-site water storage tank(s), and
- (c) the related facilities; and

(iii) “Treated Water Distribution System,” means:

- (a) the distribution lines, valves, meters, and related facilities to deliver treated water to the respective City Systems for the Cities.

(pp) “System Component” means a specified facility comprising part of the System.

(qq) “System Costs” means and includes, without limitation, the following costs incurred for the System by or on behalf of the BCRUA or the Cities:

- (i) the cost of acquisition of the Land Interests, including appraisals, closing costs and title insurance policies;
- (ii) the cost of acquisition, construction, repair, replacement, improvement or decommissioning of the System, and any structure, item of equipment, or other item, used for, or in connection with, the System;
- (iii) the cost of site preparation of the Land Interests, including demolition or removal of structures and improvements as necessary or incident to completing the System;
- (iv) the cost of engineering, legal, architectural or other related services;
- (v) the preparation cost of plans, specifications, studies, surveys, cost estimates, and other expenses necessary or incident to planning, providing, or financing the System;
- (vi) the cost of machinery, equipment, furnishings, and facilities necessary or incident to placing the System in operation;
- (vii) finance charges and interest before, during, and after construction as permitted by the laws of the State;
- (viii) costs incurred in connection with financing the System, including, without limitation:
 - (1) financing, legal, accounting, financial advisory, rating agency, and auditing fees, expenses and disbursements;
 - (2) the cost of printing, engraving, and reproduction services; and
 - (3) the cost of a trustee's or paying agent's initial or acceptance fee and subsequent fees;
- (ix) all costs, fees and expenses of litigation of all kinds;
- (x) the cost of property casualty and public liability insurance;
- (xi) the fees and costs of the underwriters as the anticipated purchasers of the Bonds;
- (xii) reimbursement of the costs previously incurred by and agreeable to the other Cities with respect to the System; and
- (xiii) other costs generally recognized as a part of System construction costs.

(rr) "TCEQ" means the Texas Commission on Environmental Quality or its successors or assigns.

(ss) "Trustee" means any trustee named under a trust indenture or the paying agent/registrar named in a paying agent/registrar agreement entered into by the BCRUA relating to the payment of a series of Bonds and authorized by a Bond Resolution.

(tt) "Utility Bond" means the bonds, notes and other obligations of a City outstanding from time to time secured by a lien on and pledge of the net revenues of that City's System or any part thereof, regardless of lien priority.

(uu) “TWDB” means the Texas Water Development Board or any successor entity thereto.

(vv) “TWDB Program” means the applicable TWDB programs.

(ww) “Water Rights” means each City’s respective right to raw water under each City’s contract with LCRA and/or BRA. Each City’s right(s) to raw water are and shall remain the City’s sole property. The BCRUA holds no raw water rights and will not acquire any raw water rights by virtue of this Contract.

Section 1.2 Interpretation. The table of contents and caption headings of this Contract are for reference purposes only and shall not affect its interpretation in any respect. Unless the context otherwise requires, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa. Defined terms include the plural and singular versions of the words. This Contract and all the terms and provisions shall be liberally construed to effectuate the purpose set forth herein and to sustain the validity of this Contract.

ARTICLE II

PURPOSE AND DESCRIPTION OF THE SYSTEM

Section 2.1 Raw Water Contracts. Each City, individually, has contracted with LCRA and/or Brazos River Authority (“BRA”) to purchase raw water from Lake Travis in sufficient quantities to meet the long-term projected demands for treated water for each City. Each City has conducted its own investigation and, based solely thereon, has determined that it has contracted for and acquired sufficient quantities of raw water to meet its own needs.

Section 2.2 Regional Water Treatment and Distribution. In order to utilize the raw water from Lake Travis, in 2005, each City began independently studying and planning for its own water intake, treatment, and distribution system. In early 2006, the three Cities entered into discussions regarding the possibility of a joint regional intake, treatment, and distribution system. Shortly thereafter, the Cities determined that a joint regional intake, treatment, and distribution system would be the most efficient and cost-effective option for each of them and their respective rate-payers.

Section 2.3 Local Government Corporation. After determining that a joint regional intake, treatment, and distribution system was the best solution available to the Cities water needs, in 2007 the Cities continued their discussions to determine the best method of jointly acquiring, designing, financing, constructing, and operating such system. After researching the various options for a regional system, the Cities determined that the best method would be to create a Local Government Corporation pursuant to Subchapter D of Chapter 431, Texas Transportation Code. In July 2007, the three Cities jointly created a Local Government Corporation which was named the Brushy Creek Regional Utility Authority, Inc. The express purpose for the creation of the BCRUA was to provide an efficient vehicle for the financing, design, construction, maintenance, and operation of a regional water transmission, treatment, and distribution system.

Section 2.4 Purpose of this Contract. The purpose of this Contract is to set forth the terms and conditions under which the Cities, by and through the BCRUA, will finance, design, construct, maintain and operate the System. This Contract also sets forth in general terms the manner in which the Cities will share the costs of constructing, operating, and maintaining the

System. Finally, this Contract also set forth the manner in which the BCRUA will assist the Cities in the constructing, operating, and maintaining the System. For the sake of clarity, the BCRUA will have no ownership interest in the System.

Section 2.5 System Ownership. The System shall be owned by the Cities in proportion to their Capacities in the System and System Components.

Section 2.6 Title to Raw Water. Title to and interest in each City's raw water supply shall remain with each City, respectively, at all times. The BCRUA shall not acquire any right or title to the Cities' respective raw water interests by virtue of this Contract and shall not otherwise assert any ownership interest in any City's raw water rights. However, the Cities hereby authorize and assign to the BCRUA the authority to take the raw water from Lake Travis and to exercise servicing authority over, and in all respects, to use the raw water for the sole purpose of treating said water in order to deliver potable water to the Cities. The BCRUA will be responsible for the operation of the System and the treatment of raw water, but shall not claim title to any of the raw water contracted for by the Cities, respectively, which passes through and is treated by the System. Each City is solely responsible to make sufficient raw water available to the BCRUA for its treatment capacity in the System, and the BCRUA shall treat such raw water at its treatment plant.

Section 2.7 Quality. The treated water to be delivered by the BCRUA and received by the Cities shall be potable water, meeting all applicable federal and state regulatory requirements. The BCRUA will draw all or a portion, as the case may be, of each City's raw water from Lake Travis into the System for treatment and distribution in order to serve each City's need for treated water, and the BCRUA will treat such raw water using the System and equipment described in applicable Engineering Reports.

Section 2.8 Operation. The BCRUA covenants to operate the System in accordance with Prudent Utility Practices and in accordance with applicable federal and state regulatory requirements and standards.

Section 2.9 Conservation Plans. Each City has adopted a water conservation plan in accordance with the rules and regulations of the TCEQ. Each City agrees to provide the BCRUA with a certified copy of its adopted plan. Each City covenants to the other Cities and to the BCRUA to fully comply with their respective conservation plans and to comply with all applicable rules and regulations of the TCEQ.

ARTICLE III

ACQUISITION AND CONSTRUCTION OF THE SYSTEM

Section 3.1 General. Subject to the remaining terms and provisions of this Contract, the BCRUA agrees to issue one or more series of the Bonds, as requested by any City, to construct the System as generally described in the Engineering Reports. It is expressly understood and agreed that any obligations on the part of the BCRUA to finance, construct, and complete the System and any future expansions of the System and to provide the water treatment capacity to the Cities shall be (i) conditioned upon the BCRUA's ability to obtain all necessary permits, Land Interests, material, labor, and equipment, and upon the ability of the BCRUA to finance the System Costs through the actual sale of the Bonds or receipt of funds from the Cities, including any Additional Bonds needed to complete the System, and (ii) subject to all present and future

valid laws, orders, rules, and regulations of the United States of America, the State, and any regulatory body having jurisdiction. The BCRUA shall construct the System with all reasonable dispatch, at the direction of the Cities, delays incident to events of Force Majeure only excepted; but if for any reason there should be delays in or the entire failure of such acquisition, construction, and improvement, there shall be no diminution in or postponement of the Annual Payments to be made by the Cities hereunder and no resulting liability on the part of the BCRUA.

Section 3.2 Location of System; Acquisition of Land Interests. The System will be constructed and located on, across, within and through the Land Interests. The title to the Land Interests shall be held by the BCRUA, or one or more of the Cities, as deemed appropriate by the Cities. The BCRUA shall be responsible for ensuring that proper filings of each such portion of the Land Interests are made in the deed records of the appropriate counties to ensure that all interested parties have proper notice of the BCRUA's interests in the Land Interests. As each deed, easement, or other evidence of an interest in real property comprising a portion of the Land Interests is acquired by the BCRUA, a copy of such instrument, together with evidence of its filing in the deed records of the counties in which such portion lies, shall, upon the written request of the Cities, be given to the Cities. The BCRUA shall acquire a title insurance policy or a title opinion showing good and indefeasible title with respect to each Land Interest acquired. A copy of each such title insurance policy or title opinion shall be retained in the BCRUA's official records.

Section 3.3 Award of Construction Contracts. Upon obtaining the approval by the General Manager and the Operating Committee, the BCRUA will promptly advertise for sealed bids or comply with the requirements for an alternative delivery method for the System to the extent and as required by law. The BCRUA may break the System into several contracts or phases as it determines is best for the timely acquisition and construction of the System. The BCRUA shall not be obligated to award a construction contract unless the proceeds from the Bonds or other funding are available to pay the contract(s). The approval of construction contracts shall be in compliance with the requirements of the Bylaws.

Section 3.4 Liens. Neither the Cities nor the BCRUA will create or permit or suffer to exist any lien, encumbrance, or charge upon the System or any interest therein at any time, except Permitted Liens.

Section 3.5 Revisions of Plans. BCRUA may revise the Plans and Specifications with the unanimous approval of the Operating Committee, and in accordance with the applicable construction contract documents if the project is under construction. .

Section 3.6 Approvals. Unless otherwise required by law, each consent, approval, or other official action required of the Cities or the BCRUA by any provision of this Contract shall be deemed in compliance with this Contract when written evidence of such action, signed by the respective Authorized Representative, is delivered to the party who is to receive evidence of such action. The Cities will cooperate with the BCRUA in the design, financing, acquisition, and construction of the System and, following the adoption of the Bond Resolution by the BCRUA's Board of Directors, the Cities will not take any action or fail to take any action (including, without limitation, any exercise or denial of their consent or approval of any action proposed to be taken by the BCRUA or any of their agents hereunder), if taking or failing to take such action, respectively, would unreasonably delay or obstruct the completion of the System by the BCRUA.

Section 3.7 Raw Water Supply. Each City has conducted its own investigation and, based solely thereon, has determined that it has contracted for and acquired sufficient quantities of raw water to meet its needs. Title to and interest in each City's raw water supply shall remain with each City, respectively, at all times. The BCRUA shall not acquire any right or title to the Cities' respective raw water interests by virtue of this Contract and shall not otherwise assert any ownership interest in any City's raw water rights. However, the Cities hereby authorize and assign to the BCRUA the authority to take the raw water from Lake Travis and to exercise servicing authority over and in all respects to use such raw water for the sole purpose of treating such raw water in order to deliver potable water to the Cities. The BCRUA will be responsible for the operation of the System and the treatment of raw water, but shall not claim title to any of the raw water contracted for by the Cities, respectively, which passes through and is treated by the System. Each City is solely responsible to make available to the BCRUA sufficient raw water for its treatment capacity in the System, and the BCRUA shall treat such raw water at its treatment plant.

Section 3.8 Access to Cities Rights-of-Way. If any facility, pipeline, or appurtenance owned by the BCRUA is installed in any street, alley, or public way within the boundaries of a City, as same is now constituted or as may hereafter be extended, such City hereby grants to the BCRUA, upon complying with such City's franchise ordinances or other provisions, the right, privilege, and franchise of using such street, alley or public way for the purposes of maintaining, operating, laying, repairing, or removing such facility, pipeline, or appurtenance.

Section 3.9 Easements. Each City hereby agrees to grant to the BCRUA such easements as may be reasonably necessary for the purposes of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating, and removing water treatment facilities upon, over, across and through the City's property and giving to the BCRUA, and its successors and assigns, all of the rights and benefits necessary or appropriate for the full enjoyment and use of the easement, including but without limiting the same, to the free right of ingress and egress to and from the City's property.

Section 3.10 Delivery Point(s). The BCRUA and/or the Cities will acquire and/or provide the Land Interests required to deliver treated water to the Delivery Point(s) for each City at the location depicted in the Engineering Reports and Exhibit B. Each City shall have the sole responsibility, at its own cost and expense, for providing additional pipelines and other facilities required for transporting its share of the treated water from the System to a new or additional Delivery Point, but an additional or alternative Delivery Point will be allowed only with the consent of the Cities, which consent will not be unreasonably withheld. The BCRUA will own, operate, maintain and repair all equipment at the Delivery Points including valves, meters, SCADA equipment, chlorine analyzers and equipment enclosures.

Section 3.11 Other Contracts. The BCRUA shall not enter into contracts with other persons for the supply of raw or treated water without the prior written consent of all the Cities, which consent is subject to the unfettered discretion of the Cities and may be withheld for any or no reason.

Section 3.12 Quality. The treated water to be delivered by the BCRUA and received by the Cities shall be potable water meeting all applicable federal and state requirements for drinking water. The BCRUA will draw all or a portion, as the case may be, of each City's raw water from Lake Travis into the System for treatment and distribution in order to serve each City's need for

treated water, and the BCRUA will treat such raw water using the System and equipment described in the Engineering Reports.

Section 3.13 Expansions. Each City shall have the right to commence an Expansion under the provisions of this Contract as set forth in in this Section.

(a) Requests for Expansion. At any time, any City, one or more, may request, in writing, to the General Manager and Operations Committee, that an Expansion be made. All Expansions will require an amendment to the applicable Exhibits in this Contract to reflect the revised capacity allocations resulting from such Expansion.

(b) Expansion Planning, Engineering and Construction Management. Planning, engineering and construction management of all Expansions shall be performed by the Consulting Engineer unless an alternate engineering firm is unanimously approved by the Board. Should any City(s) request an Expansion, the other Cities shall within sixty (60) days after receiving a preliminary engineering report of the proposed Expansion, prepared by the Consulting Engineer, determine whether they are willing to participate in the Expansion. By the end of the sixty (60) day review period, the City(ies) participating in an Expansion shall notify the Operations Committee of such participation. Any City may move forward with an Expansion even if no other Cities participate in such Expansion, subject to compliance with this Agreement. The City(ies) participating in an Expansion must use reasonable efforts to ensure that the Expansion does not result in any negative impacts to the non-participating City(ies) and will coordinate with the Operations Committee regarding planning, design, and construction of the Expansion. The Operations Committee shall have the opportunity to timely review and comment on the preliminary design, final plans, and specifications, and other construction related matters as appropriate regarding the Expansion. The City(ies) requesting an Expansion are financially responsible for the design, construction, and inspection of the Expansion in accordance with this Contract and agree to provide periodic updates of the Expansion to the Operations Committee and the Board.

(c) Contract Amendment for Expansions. All Expansions will require an amendment to the applicable Exhibits in this Contract to reflect the capacity and cost allocations for the Expansion.. Costs of the Expansion will be allocated among the Cities based on the prorata shares of the capacity reservations of each City participating in the Expansion. . Upon completion of construction, the Expansion will be part of the System, and the Capacity of the Expansion will be allocated to and for each participating City based on the provisions of this Agreement.

(d) Non-participating City(ies). The non-participating City(ies) will fully cooperate with the participating City(ies) in efforts to obtain necessary governmental and regulatory approvals and permits for the Expansion and will use their best efforts to provide assistance in this regard, which shall be paid for solely by the requesting City(ies).

(e) Other Capital Improvements and Emergency Repairs. Costs and expenses associated with Capital Improvements, other than Expansions, shall be planned for and funded through the Annual Budget and Capital Improvements Budget , in the process set out in Article IX herein or as otherwise agreed to by the Cities. Emergency Repairs shall be identified and reported to the General Manager, Operations Committee and Consulting Engineer , and they shall determine the method and party responsible for completing such repair and the source of funding for the repair.. The costs and expenses for Emergency Repairs will be allocated amongst the Parties using the System capacity provisions in Article VI and Exhibits C, D and E, for the affected

System component. Approvals by the Board and or the Cities for Emergency Repair activities and costs will be obtained as necessary to assure compliance with applicable provisions of the Bylaws and this Agreement.

ARTICLE IV

FINANCING OF THE SYSTEM

Section 4.1 Issuance of Bonds.

(a) The BCRUA's acquisition, construction, and completion of the System will be financed by

- (i) receipt of funds from the Cities, respectively,
- (ii) the BCRUA through the issuance of one or more series or issues of Bonds by the BCRUA for a City, which Bonds are payable solely from and secured, in part, by an assignment of the Bond Payments made under this Contract by the City for which such series of Bonds are issued, or
- (iii) any combination of funds from the Cities, respectively, and the issuance of Bonds for the Cities, respectively. It is expressly understood and agreed by the BCRUA and the Cities that the BCRUA shall issue Bonds as separate series for the applicable City.

Each City shall be solely responsible for Bond Payments on its series of Bonds. No City shall have any liability or responsibility for any Bond Payment on a series of Bonds issued for another City. In consideration of the covenants and agreements set forth in this Contract, and to enable the BCRUA to issue the Bonds to carry out the intents and purposes hereof, this Contract is executed to assure the issuance of the Bonds at the request of a City and to provide for and ensure the due and punctual payment by such City to the BCRUA, or to the Trustee relating to the series of Bonds issued for such City, of amounts not less than the Bond Payments. Each City hereby agrees to make, or cause to be made, its respective Bond Payments, as and when due, for the benefit of the owners of the Bonds, as provided in the Bonds and the Bond Resolution. The cost allocations for the System Cost are shown Exhibit C, Exhibit D, Exhibit E and Exhibit F.

(b) The proceeds from the sale of the Bonds, together with any funds received from a City will be used for the payment of the System Costs. Upon request of a City, the Bonds will be issued by the BCRUA for such City's share of the amount anticipated to be required to acquire the Land Interests and construct the System, including payment of all System Costs advanced by such City and incurred by the BCRUA prior to the date of issuance of the Bonds, and to fund, to the extent deemed advisable by the BCRUA, a debt service reserve fund, if applicable, and interest on the Bonds during construction and for up to one year after completion of construction. However, each City specifically reserves the right to pay cash to the BCRUA rather than have the BCRUA issue Bonds on its behalf.

(c) Each Bond Resolution of the BCRUA shall specify the maximum principal amount of the Bonds for each City's series of Bonds to be issued thereunder. The Bonds shall mature not more than forty (40) years from the date of such Bonds and shall bear interest at not to exceed the maximum legal rate then permitted by law, and the Bond Resolution may create and provide for

the maintenance of a revenue fund, a debt service fund, a reserve fund, a construction fund, and any other funds deemed prudent by the BCRUA, all in the manner and amounts as provided in such Bond Resolution.

(d) Prior to the final adoption of a Bond Resolution or any amendment of a Bond Resolution by the BCRUA's Board of Directors for a City, a substantially final copy of the proposed Bond Resolution for such City and the Sale and Offering Documents, if any, for such City shall be presented to the governing body of such City for review and approval.

(e) Upon approval by the City's governing body of

(i) a substantially final copy of the Bond Resolution for the City hereafter adopted by the BCRUA for the applicable City, including any Credit Agreements,

(ii) any amendments to any Bond Resolution for the City, and

(iii) the Sale and Offering Documents for the City and the delivery to the BCRUA of a certification signed by the Authorized Representative of the City to the effect that the Bond Resolution and the Sale and Offering Documents comply with this Contract,

then upon the adoption and approval of the Bond Resolution in such final form by the BCRUA's Board of Directors or Authorized Representative, as the case may be, and the issuance and delivery of the Bonds to the purchaser thereof, the Bond Resolution shall for all purposes be considered approved by the City for its Bonds and deemed to be in compliance with this Contract in all respects, and the Bonds issued thereunder will constitute Bonds as defined in this Contract for all purposes. Any registered owner of Bonds is entitled to rely fully and unconditionally on any such approval.

(f) All covenants and provisions in the Bond Resolution affecting, or purporting to bind, the City shall, upon the delivery of the Bonds, become absolute, unconditional, valid, and binding covenants and obligations of the City so long as the Bonds and interest thereon are outstanding and unpaid, and may be enforced by the remedies of mandamus and specific performance in addition to any other legal or equitable remedies which may be available, as provided in Section 12.10 of this Contract and the Bond Resolution. Particularly, the obligation of the City to make, promptly when due, all Annual Payments specified in this Contract shall be absolute and unconditional, and said obligation may be enforced as provided in this Contract. In addition, subject to the approval of the City, the BCRUA may enter into Credit Agreements for the purpose of achieving the lowest financing costs for the System.

Section 4.2 Proceeds of Bonds. Subject to the terms and provisions of this Contract, the proceeds of the Bonds shall be used by the BCRUA for the purpose of financing and funding the BCRUA's acquisition of the Land Interests and construction of the System as provided in Section 4.1. Upon request by a City, the BCRUA shall use its best efforts to issue its Bonds, in one or more separate series for each City requesting financing, in amounts which will be sufficient, together with any funds contributed by a City, to accomplish such purpose. The proceeds of the Bonds shall be deposited in the Construction Fund established pursuant to the terms of each Bond Resolution. A trust indenture may be entered into between the BCRUA and a corporate trustee for the purpose of securing the payment of the Bonds. The trust indenture or each Bond Resolution, as appropriate, will establish procedures for the payment of System Costs out of one or more construction funds, or subaccount within the Construction Fund. It is anticipated that the Bonds

will be issued pursuant to each Bond Resolution and that a paying agent/registrars agreement will be executed between the BCRUA and the Trustee concerning the payment procedures with respect to the Bonds.

Any funds contributed by a City for its share of System Costs shall be deposited into a separate subaccount of the Construction Fund of the BCRUA:

- (a) prior to the BCRUA pricing any series of Bonds for a City; or
- (b) simultaneous with the delivery of the proceeds of any series of Bonds so long as sufficient evidence is provided to the BCRUA and Cities prior to pricing of Bonds that their funds will be available at the closing of the Bonds.

Section 4.3 Refunding of Bonds. The BCRUA reserves the right to issue refunding bonds in accordance with the laws of the State and will provide notice to each applicable City, respectively, of the redetermined Bond Payment in accordance with Section 9.3 of this Contract.

Section 4.4 Redemption of Bonds. The BCRUA, in its sole discretion or upon the written request of a City (and provided that the affected series of Bonds for such City are subject to redemption or prepayment prior to maturity at the option of the BCRUA, and provided that such request is received in sufficient time prior to the date upon which such redemption or prepayment is proposed), forthwith shall take or cause to be taken all action that may be necessary under the applicable redemption provisions of the series of Bonds to redeem the Bonds or any part thereof, to the full extent of funds that are either made available for such purpose by the applicable City or already on deposit under the Bond Resolution and available for such purpose. The redemption of any outstanding Bonds prior to maturity at any time shall not relieve the applicable City of its absolute and unconditional obligation to pay each remaining Annual Payment with respect to any outstanding Bonds, as specified in the Bond Resolution.

Section 4.5 Debt Service on Bonds and Other Bond Funding Requirements. It is acknowledged and agreed that payments to be made under this Contract will be the primary source available to the BCRUA to provide the money necessary for the BCRUA to meet its obligations with respect to any series of Bonds and any Credit Agreements. Each City therefore agrees and accepts sole responsibility to pay the Bond Payments related to the series of Bonds issued for the respective City, as outlined in subsections (a) through (c) below, in full when due as provided in this Contract. However, no City shall have any liability or responsibility for any Bond Payments on a series of Bonds issued for another City. Bond Payments shall be due by the close of business on the business day prior to each date on which any of the following payments or deposits shall be due and shall be in an amount equal to all such payments and deposits due on such date:

- (a) debt service on its related series of Bonds for each respective City for which such series of Bonds were issued and related payments and deposits, as follows:

- (i) principal of, redemption premium, if any, and interest on, its related series of Bonds for each respective City, less interest to be paid out of Bond proceeds or from other sources if permitted by any Bond Resolution, and the redemption price of any Bonds to be redeemed prior to maturity when and as provided in any Bond Resolution plus the fees, expenses, and, to the extent permitted by law, indemnities of the Trustee, if any, for the Bonds, and those of the paying agent/registrars for paying the principal of and interest on the Bonds and for authenticating, registering, and transferring Bonds on the registration books;

- (ii) deposits required to be made to any special, contingency, or reserve fund by the provisions of any Bond Resolution; and
 - (iii) any deposit in addition thereto required to restore any deficiency in any of such funds by the provisions of any Bond Resolution,
- (b) amounts payable by the BCRUA under a Credit Agreement; and
- (c) the fees, expenses, and indemnities (to the extent permitted by law) of the Trustee, remarketing agent, rate setting agent, authentication agent, arbitrage rebate compliance firm, and tender agent, if any, for the Bonds.

Section 4.6 Billing. The BCRUA will take all reasonable steps to ensure that the Cities are billed and make payments to BCRUA sufficient to meet the debt service requirements on outstanding Bonds, and each City shall maintain rates and charges for its City System sufficient to pay the City's obligations secured by and made payable from the revenues derived from the operation of its City System. To the extent Annual Payments are due (excluding Bond Payments), the BCRUA will render a bill to each City not more than once each month, for the payments required by this Contract. The BCRUA shall, until further notice, render such bills within the first month of each Fiscal Year quarter and payment shall be due to the BCRUA on or before the 30th day from the date of the bill. To the extent permitted by law; interest shall accrue on past due bills at the rate of ten per cent (10%) per annum until paid in full. Notwithstanding the foregoing, Bond Payments shall be paid in accordance with Section 4.5 of this Contract. The BCRUA may, however, from time to time by sixty (60) days' written notice change the date by which it shall render bills. Each City shall make all payments in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall make payment to the BCRUA at its office in Williamson County, Texas, or at such other place as the BCRUA may from time to time designate by sixty (60) days written notice.

Section 4.7 Delinquency in Payment. If any City fails to pay in full any bills when due and payable, the BCRUA shall give written notice of such delinquency to the City and if all bills due and unpaid, including interest thereon, are not paid in full within forty-five (45) days after delivery of such notice, then the City agrees that the BCRUA shall be authorized, at its sole option, to institute suit for collection thereof and to collect any amounts due and unpaid, together with interest thereon and reasonable attorneys' fees, and the City further agrees that the BCRUA shall, at its sole option, discontinue providing treated water to the City until all amounts due and unpaid are paid in full with interest as herein specified. Any such discontinuation of service shall not, however, relieve the City of its unconditional obligations to make the payments required by this Contract. It is also hereby expressly acknowledged and agreed that any non-defaulting City shall have no obligation to make any payments for the benefit of the defaulting City.

Section 4.8 BCRUA's Rights Assigned to Trustee. The Cities are advised and recognize that as security for the payment of a series of Bonds, the BCRUA may, subsequent to the issuance of the initial series of Bonds, assign to the Trustee, pursuant to one or more trust indentures (or paying agent/registrars agreements) to be authorized by a Bond Resolution, the BCRUA's rights under this Contract, including the right to receive the Annual Payments hereunder (but not the right to receive payments, if any, under Section 12.13 hereof). Each City assents to such assignment and will make the Annual Payments directly to the Trustee without defense or set-off by reason of any dispute between one or both of the Cities and the BCRUA or the Trustee. All rights against a City arising under this Contract or each Bond Resolution and assigned to the

Trustee may be enforced by the Trustee, or the owners of the Bonds, to the extent provided in each Bond Resolution, and the Trustee, or the owners of the Bonds, shall be entitled to bring any suit, action, or proceeding against a City, to the extent provided in the Bond Resolution, for the enforcement of this Contract, and it shall not be necessary in any such suit, action, or proceeding to make the BCRUA or any other City a party thereto.

Section 4.9 Tax-Exempt Bonds. The Parties hereto understand and agree that the BCRUA will use reasonable efforts to provide for, but will not be liable for a failure to produce, the lowest overall debt service cost for any series of Bonds to be issued for the System. In connection therewith, each City understands that the BCRUA intends to issue Bonds the interest on which is excludable from the gross income of the owners thereof for federal income tax purposes. The Parties hereto acknowledge their understanding that the federal income tax laws impose certain restrictions on the use and investment of proceeds of such tax-exempt bonds and on the use of the property financed therewith and the output produced therefrom. Accordingly, each City agrees and covenants that if any series of Bonds are offered to investors with the understanding that the interest will be exempt from federal income taxation, then the Parties, their assigns and agents, will take such action to assure, and refrain from such action which will adversely affect the treatment of such Bonds as obligations described in section 103 of the Code. Should any party fail to comply with such covenant, the effect of which being that the Bonds no longer qualify as obligations described in the Code, such defaulting party shall be liable for all costs resulting from the loss of the tax-exempt status of the Bonds. The Parties hereby agree and covenant to comply with all of the representations and covenants relating to such exemption which are set out in any Bond Resolution. Each City and the BCRUA further agree and covenant that in the event any series of Bonds issued are to be tax-exempt, they will modify such agreements, make such filings, restrict the yield on investments, and take such other action necessary to fulfill the applicable provisions of the Code. For these purposes, the Parties may rely on the respective opinion of any firm of nationally-recognized bond attorneys selected by them. In the event that a conflict arises in the opinions of the respective firms of each of the Parties, the Parties will identify a different firm that is mutually acceptable to all Parties, in order to resolve the conflict of opinion.

Section 4.10 Payment to Rebate Fund. In the event that tax-exempt Bonds are issued as provided in Section 4.9, the BCRUA hereby covenants and agrees to make the determinations and to pay any deficiency into a rebate fund, at the times and as described in each Bond Resolution to comply with the provisions of section 148(f)(2) of the Code. In any event, if the amount of cash held in each rebate fund shall be insufficient to permit the BCRUA or the Trustee to make payment to the United States of America of any amount due on any date under section 148(f)(2) of the Code, each City forthwith shall pay the amount of such insufficiency for the series of Bonds issued for that City on such date to the Trustee in immediately available funds for such purpose. The obligations of each City under this Section 4.10 are direct obligations of the City, acting under the authorization of, and on behalf of, the BCRUA and the BCRUA shall have no further obligation or duty with respect to the rebate fund.

Section 4.11 City's Obligations. In the event any proceeds from issuance of a series of Bonds are not used for the System for any reason, any Bond proceeds and earnings thereon for such series not used for completion of the System shall be utilized to satisfy amounts due and owing on such Bonds as described in the related Bond Resolution, and herein, so as to reduce the Bond Payments which would otherwise be due hereunder, or be applied for the benefit of each City as provided in the related Bond Resolution. Each City has covenanted absolutely and

unconditionally, in accordance with all other terms of this Contract, to make the Annual Payments, as provided herein, in consideration for such application of the money as well as the other covenants and obligations of the BCRUA and others set forth or contemplated herein.

Section 4.12 Interest on Money. All legally available money respecting a series of Bonds shall be invested in the manner set forth in each Bond Resolution. Any interest earnings on the Bond proceeds may be used to pay principal of and interest on the related Bonds or for the payment of any System Costs or other costs related to the System approved by the Cities, subject to Section 4.9.

Section 4.13 Sale and Offering Documents. At the request of the BCRUA, each City for which a series of Bonds is being issued shall provide to the BCRUA current and historical information concerning such City's System, the financial conditions results, and prospects of the City, and such other information concerning such City as the BCRUA shall deem advisable for inclusion in the Sale and Offering Documents, if any, for the Bonds to be issued for such City, and shall certify to the BCRUA and the underwriters of any offering of Bonds to be made by means of such Sale and Offering Documents when and if the City deems such Sale and Offering Documents to be complete and final for purposes of the Rule. Each City represents and warrants that all statements concerning it (including, without limitation, its financial condition, results, and prospects, and any demographic and economic information concerning the area served by the System) that are contained in any Sale and Offering Document approved by the City pursuant to Section 4.1 hereof shall be true in all material respects and shall not omit to state any material fact necessary to make the statements made in such Sale and Offering Document, in the light of the circumstances in which they are made, not misleading.

Section 4.14 Right to Prepay. Each City shall have the right at any time to prepay all or any portion of its Annual Payments. Subject to the provisions of Section 4.9, such prepaid Annual Payments, including any interest accruing, shall be used and invested by BCRUA as directed by the City which made such prepayment

- (a) as a credit against future Annual Payment obligations of such City,
- (b) to redeem Bonds issued for such City pursuant to the provisions of Section 4.4, or
- (c) to provide for the defeasance of the Bonds pursuant to the provisions of the applicable Bond Resolution.

Any such prepayment will not cause a termination of this Contract until all other amounts owed or to be incurred by the BCRUA or any other person under the provisions of the applicable Bond Resolution have been paid in full or waived by such person.

ARTICLE V

OPERATION OF THE SYSTEM

Section 5.1 Operation. The BCRUA shall operate the System in accordance with accepted good business and engineering practices, Prudent Utility Practices, and in accordance with requirements of federal and state law, including without limitation the Texas Water Code, as amended, and as said laws may be amended in the future, and any rules and regulations issued and to be issued by appropriate agencies in the administration of said laws. The Operations Committee,

as established in the Bylaws, shall assist the BCRUA by providing advice and recommendations on the operations of the System, as provided in said Bylaws.

Section 5.2 Payments for Operations and Maintenance Expenses. Each City shall pay to the BCRUA its Annual Payments, including Operations and Maintenance Expenses related to the operation of the System, as provided in Article IX. . However, controlling the costs paid by the Cities to the BCRUA for Operation and Maintenance Expenses shall be of primary importance to BCRUA. The BCRUA shall use diligent efforts so that Operation and Maintenance Expenses incurred by the BCRUA and ultimately paid by the Cities are reasonable and justified.

Section 5.3 Operations Committee. Article IV of the Bylaws provides for the establishment of an Operations Committee composed of two representatives from each City. As stated in the Bylaws, the Operations Committee shall represent the individual and collective interests of the Cities and shall consult with and advise the Board and the General Manager with regard to the matters set forth in the Bylaws.

ARTICLE VI

CAPACITIES OF THE CITIES IN THE SYSTEM

Section 6.1 Capacities in System Components. Each City, respectively, shall have the exclusive right to its capacity in each System component as described in Exhibits C, D, and E. No capacity may be allocated to or used by anyone other than the City which has the exclusive rights to said capacity, unless the affected City specifically agrees in writing to the allocation or use. Under no circumstances shall a City exceed the Capacity of that City in a System Component. If a City exceeds the Capacity of that City in a System Component, then the City and/or the BCRUA must immediately take actions to reduce its take of water in accordance with this Agreement. Notwithstanding the capacity rights shown in Exhibits C, D, and E, the reserved capacities of the System Components constructed with Phase 1A of the System which were constructed to the ultimate capacity of 105.8 MGD as shown in Exhibit F shall also be reserved for each City.

Section 6.2 Capacities in the Raw Water System. Each City, respectively, shall have the exclusive right to take, and the BCRUA shall have the obligation to deliver raw water at the Raw Water Delivery points in the amounts shown in Exhibit C. Cost allocations of Phase 2 for each City are also shown in Exhibit C.

Section 6.3 Capacities in the Treatment System. Each City, respectively, shall have the exclusive right to take, and the BCRUA shall have the obligation to deliver, treated water at the Delivery Points in the amounts shown in Exhibit D. Capacity, design, and engineering cost allocations for the Phase 2A construction are shown in a separate table in Exhibit D.

Section 6.4 Capacities in the Treated Water Distribution System. Each City, respectively, shall have the exclusive right to the capacity in the various Treated Water Distribution segments shown in Exhibit E.

Section 6.5 Transfer of Capacity. Any City may transfer any portion of its capacity in one or more System components to another City, in exchange for such consideration as such Cities shall deem appropriate. The Cities making such transfer shall provide written notice to the BCRUA

and the other City, signed by the Cities making the transfer, specifying the amount of transferred capacity and the affected System component(s), and providing that the Cities otherwise ratify and confirm their pre-existing obligations under this Contract. No such transfer shall be effective until and unless such notice is provided. A transfer of capacity shall not change any Bond Payment, other payment, or other obligations of the Cities pursuant to this Contract.

Section 6.6 Documentation of Transferred Capacity. In the event that capacity is transferred, the BCRUA and the Cities shall cause a written amendment to be made to the appropriate Exhibit(s) describing such transfer and setting forth the revised capacity of each City in the System or component(s) thereof.

ARTICLE VII

DELIVERY POINT(S)

Section 7.1 Treated Water Delivery Point(s). Each City shall receive its treated water at Delivery Point(s) designated for each City as shown in Exhibit B and as described in applicable Plans and Specifications and Engineering Reports on file at the BCRUA treatment plant, or as mutually agreed upon by all Cities. The approved Delivery Points as of the date of this Agreement are as shown in Exhibit B.

Section 7.2 Raw Water Delivery Point(s). Upon completion of the Phase 2 Raw Water Delivery Project, Cedar Park and Leander shall receive their raw water from the BCRUA at Delivery Point(s) designated for each City shown in Exhibit B and as described in the Engineering Reports, or as mutually agreed upon by the Cities.

Section 7.3 Rate and Quantity at Delivery Point(s). The rate and quantity of raw and treated water delivered to each City at its Delivery Point(s) shall be metered. Each City shall cooperate in good faith to design the Delivery Point(s) to be at appropriate sizes and in appropriate locations to deliver the City's capacity allowed in this Agreement. No City shall take delivery of treated or raw water from the System from any one, or all of their Delivery Points combined, at rates that exceed that City's total allocated capacities allowed in this Agreement.

ARTICLE VIII

METERING AND MEASUREMENT

Section 8.1 Unit of Measurement. The unit of measurement for water delivered hereunder shall be 1,000 gallons of water, U. S. Standard Liquid Measure.

Section 8.2 Measuring Equipment at the Intake Point. In compliance with the regulations and requirements of the LCRA, the BCRUA shall furnish, install, operate and maintain for the intake point on Lake Travis the necessary meters, including electronic or other equipment and devices of standard type for measuring properly the quantity of water taken from Lake Travis. Each City also agrees, with the consent of the BCRUA, to enter into an interlocal agreement to provide for, among other matters, the appropriate amount of water taken from Lake Travis to be allocated to each City based upon certain formulas and taking into account the quantity of treated water actually delivered to each City.

Section 8.3 Measuring Equipment at Delivery Points. The BCRUA shall furnish, install, operate and maintain at the Cities' expense for each Delivery Point the necessary meters, including electronic or other equipment and devices of standard type for measuring properly the quantity of treated water delivered under this Contract. Such meter or meters and other equipment so installed shall remain the property of the BCRUA. Each City shall have access to such metering equipment at all reasonable times, but the reading, calibration, and adjustment thereof shall be done only by the employees or agents of the BCRUA. For the purpose of this Contract the original record or reading of the meter or meters shall be electronically recorded and/or entered into a journal or other record book of BCRUA and maintained in its office in which the records of the employees or agents of the BCRUA who take readings are or may be transcribed. Upon written request of a City, the BCRUA will give the City a copy of such records, journal or record book, or permit the City to have access to the same in the office of the BCRUA during reasonable business hours.

Section 8.4 Controlling Rate of Flow. All Delivery Point meters shall include the ability for the BCRUA to control the rate of flow of treated and raw water through each City's meter(s). The controlled rate of flow through the meters shall be expressed in gallons per minute (GPM). The purpose of controlling the rate of flow is to limit each City's take of treated and raw water so that it does not exceed its allocated maximum daily and maximum instantaneous capacity or delivery rate, in any System, as provided for in this Agreement. If a City has more than one Delivery Point meter, then that City shall give notice to the BCRUA regarding how it wants its capacity allocated among its multiple meters. The total controlled flow of all the multiple meters shall not exceed that City's total allocated capacity. Said City may modify its allocation among its meters by giving the BCRUA reasonable notice of its desire to do so. No City shall be permitted to exceed its allocated capacity of treated and raw water expressed in GPM without notification of the General Manager and written consent from the other Cities..

Section 8.5 Calibration of Meters. The BCRUA shall test and calibrate its meters periodically, but not less often than every three (3) years. Testing and calibration shall be done in the presence of an Operations Committee representative of each City, unless the Operations Committee representative of the city for which a meter is being tested and calibrated consents in writing to allow the BCRUA to provide a written report of the results of the testing and calibration of the meter by a certified meter testing company.

The BCRUA and the Operations Committee representative of each City shall have the option of jointly observing any necessary adjustments which are made to the meters by a certified meter testing company. If any check meter(s) hereinafter provided for have been installed, the same shall also be checked, tested, calibrated, etc. by each City in the presence of a representative of the BCRUA and an Operations Committee representative of the other Cities, who shall jointly observe any necessary adjustment, unless the BCRUA consents in writing to allow the applicable City to provide the BCRUA with a written report of the test results from a certified meter testing company. The BCRUA shall give the Cities reasonable notice of the time when any such calibration is to be made. In the event that an Operations Committee representative of a City is not present at the time set, the BCRUA may proceed with calibration and adjustment in the absence of any such representative.

If any party at any time observes a variation between the delivery meter or meters and the check meter or meters, if any such check meter or meters shall be installed, such party will promptly notify the other Parties, and the Parties hereto shall then cooperate to procure an immediate

calibration test and joint observation of any adjustment, and said meter or meters shall then be adjusted to accuracy. Each party shall give the other Parties not less than forty-eight (48) hours' notice of the time of all tests of meters so that the other Parties may have a representative present.

If upon any test, the percentage of inaccuracy of any metering equipment is found to be in excess of two percent (2%), registration thereof shall be corrected for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (½) of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. If for any reason any meters are out of service or out of repair so that the amount of treated water delivered cannot be ascertained or computed from the reading thereof, the treated water delivered during the period such meters are out of service or out of repair shall be estimated and agreed upon by the Parties hereto upon the basis of the best data available. For such purposes, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise the amount of treated water delivered during such period may be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

Section 8.6 Check Meters. Each City may, at its sole option and its own expense, install and operate a check meter to verify the operation of each meter installed by the BCRUA, but the measurement of treated water for the purpose of this Contract shall be determined solely by the BCRUA's meters, except in the cases hereinabove specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all reasonable times to inspection and examination by any employee or agent of the BCRUA, but the reading, calibration and adjustment thereof shall be made only by the City that installed the check meter, except during any period when a check meter may be used under the provisions hereof for measuring the amount of treated water delivered, in which case the reading, calibration and adjustment thereof shall be made by BCRUA with like effect as if such check meter or meters had been furnished or installed by BCRUA.

Section 8.7 Backflow Prevention. The BCRUA shall furnish, install, operate and maintain at the Cities expense for each Delivery Point the necessary backflow prevention devices approved by the Operations Committee.

ARTICLE IX

ANNUAL BUDGET, ANNUAL PAYMENTS, AND CITY COVENANTS

Section 9.1 Annual Budget. No later than one hundred fifty (150) days prior to each Fiscal Year, each City shall submit to the Operations Committee estimates of the quantity of Raw Water and Treated Water flows each City estimates to take from the BCRUA for the upcoming fiscal year. Such estimated flows shall be used to prepare the Annual Budget and billing of the Annual Payments. Not less than ninety (90) days before commencement of each Fiscal Year, the General Manager shall furnish to the Operations Committee and BCRUA Board of Directors a detailed estimate of the Annual Payments to be incurred in the next ensuing Fiscal Year which it deems properly includable in the Annual Budget. Not less than sixty (60) days prior to each Fiscal Year, the Cities shall approve the Annual Budget for that Fiscal Year. The Cities shall use diligent

efforts so that Operation and Maintenance Expenses and Capital Expenses incurred by, and ultimately paid by, the Cities are reasonable and justified.

Section 9.2 Operations and Maintenance Expenses. The Operations and Maintenance Expenses shall consist of the following three (3) categories of expenses: 1) Non-Operating Expenses, 2) Fixed Operating Expenses and 3) Variable Operating Expenses.

(a) Non-Operating Expenses are those expenses, or portion thereof, which have a percentage allocation shown in column 1 of Exhibit G. Non-Operating Expenses for raw and treated water shall be allocated to and included in each City's Annual Payment based upon the Ultimate capacity percentages shown in Figures C and D, respectively. . Each City will be responsible for its share of Non-Operating Expenses whether it takes delivery of treated water or not.

(b) Fixed Operating Expenses are those expenses, or portion thereof, which have a percentage allocation shown in column 2 of Exhibit G. Fixed Operating Expenses for both raw and treated water shall be allocated to and included in each City's Annual Payment, based on the actual amount of raw and treated water that is delivered to such City, as applicable, as a percentage of the total amount of raw and treated water delivered to all cities, subject to the provisions of Section 9.4 (b). A City shall be responsible for this category of expense only if that City takes delivery of treated water.

(c) Variable Operating Expenses are those expenses which have a percentage allocation shown in column 3 of Exhibit G. Variable Operating Expenses shall be allocated to and included in each City's Annual Payment, based on the actual amount of raw and treated water that is delivered to such City, as applicable, as a percentage of the total amount of raw and treated water delivered to all Cities, subject to the provisions of Section 9.4 (b). A City shall be responsible for Variable Operating Expenses only if that City takes delivery of treated water.

As shown on Exhibit F, some expenses are included in more than one category. In those cases, the expenses shall be allocated between the two categories in accordance with the percentages shown in Exhibit F. Notwithstanding anything herein to the contrary, expenses for the General Manager shall be allocated among the Cities in accordance with their respective capacity reservations in the ultimate Treatment System, which are currently 47.26% to Leander, 38.56% to Round Rock and 14.18% to Cedar Park.

Section 9.3 Reserve Fund. The Annual Budget shall contain a reserve operating account, to be funded by the Cities, in which it shall maintain, at a minimum, funds equivalent to three months' worth of estimated Operations and Maintenance Expenses. Billing for and payment of each City's share of the reserve account funding shall be in accordance with the procedures established for billing and payment of Annual Payments. All funds maintained in the reserve account described herein, including any earned interest, shall be dedicated to and inure to the benefit of the BCRUA System.

Section 9.4 Annual Payments by the Cities.

(a) Annual Payments, excluding Bond Payments. The periodic billing for payment of all Annual Payments in the Annual Budget (excluding Bond Payments and Cities cash funded payments) for each City shall be calculated using the annual flow projections provided by each City prorated for the duration of the billing period, as a percentage of the total flow estimated for

that year. Each City shall pay to the BCRUA its Annual Payments in the Annual Budget related to the operation of the System as prescribed in this Article and Section 4.6 (Billing) of this Agreement. However, controlling the costs paid by the Cities to the BCRUA for Operation and Maintenance Expenses shall be of primary importance to BCRUA. The BCRUA shall use diligent efforts so that Operation and Maintenance Expenses incurred by the BCRUA and ultimately paid by the Cities are reasonable and justified.

(b) Annual Budget Reconciliation (True-Up). On October 1st each year, the BCRUA Plant Superintendent will send the BCRUA Accountant a fiscal year-end report of the actual treated water delivered to each city from the BCRUA water plant. The BCRUA Accountant will re-calculate the flow allocation based on actual water delivered to each city and reallocate the fiscal year's variable expenses and applicable fixed expenses for cities receiving water. The BCRUA Accountant will prepare a true-up spreadsheet whereby the adjustments to each city's expense distribution is derived. This MGD true-up will be settled internally with corresponding adjustments to fund cash. Budget overpayments, will be refunded and any underpayment will be billed.

(c) Each City hereby agrees that it will make payment of its Bond Payment to the extent BCRUA issues a series of Bonds for such City and its proportionate share of the Operation and Maintenance Expenses to the BCRUA, or to the Trustee on behalf of the BCRUA, as provided in each Bond Resolution in accordance with the procedures established in Section 4.6 hereof. If a City at any time disputes the amount to be paid by it to the BCRUA, such City shall nevertheless promptly make such payment or payments, but if it is subsequently determined by agreement or court decision that such disputed payments made by the such City should have been less, or more, the BCRUA shall promptly revise the charges for such City in such manner that a City will recover its overpayment or the BCRUA will recover the amount due it. The BCRUA shall pursue all legal remedies, including the remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to it, against any City to enforce and protect the rights of the BCRUA and the owners of the Bonds, and the City shall not be relieved of the liability to the BCRUA for the payment of all amounts which are due by them hereunder. However, no City shall have any liability or responsibility for any Annual Payment attributable to another City.

(d) Except to the extent otherwise provided by a Bond Resolution, all amounts due under this Contract shall be paid and are due in Williamson County, Texas, which is the County in which the principal administrative offices of the BCRUA are located.

(e) The BCRUA shall redetermine the estimate and schedule of Annual Payments due in any Fiscal Year at any time during such Fiscal Year, as and to the extent deemed necessary or advisable by the BCRUA to accurately forecast the amount and date of Annual Payments to be made by each City, if (i) the BCRUA issues Bonds to complete the System or to refund any Bonds or enters into, amends, or terminates a Credit Agreement, (ii) actual interest rates on any variable interest rate Bonds differ from those projected by the BCRUA, or (iii) any other event occurs which results in an increase or decrease in the Annual Payments required to be made by any City in such Fiscal Year.

(f) If, during any Fiscal Year, the Annual Payment is redetermined in any manner as provided or required in this Section, the BCRUA will promptly furnish the Cities with an updated schedule of payments reflecting such redetermination.

(g) Notwithstanding anything herein to the contrary, no failure of the BCRUA to estimate, and no mistake by the BCRUA in any estimate of, the amount of or schedule for Annual Payments due from the Cities in any Fiscal Year shall relieve any City from (or defer) its absolute and unconditional obligation to make all Annual Payments in full when due.

Section 9.5 Source of Payment.

(a) Each City represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary “operating expenses,” as defined in Chapter 1502, as amended, Texas Government Code, of its City System, but only to the extent of the Annual Payment, and the Cities shall not be obligated to make the payments under this Contract from any source other than the gross revenues of its City System. Each City further represents that its Governing Body has determined that the services to be provided by the System are absolutely necessary and essential to provide the treated water to such City.

(b) Each City agrees throughout the term of this Contract to fix and collect such rates and charges for services to be supplied by its City System as will produce gross revenues at all times during the term of this Contract in an amount at least equal to (i) all of the expenses of operation and maintenance of its City System, including specifically its Annual Payments under this Contract and (ii) all other amounts as required by law and the provisions of the ordinances or resolutions authorizing its Utility Bonds or other obligations now or hereafter outstanding payable, in whole or in part, from the net revenues of the its City System, including the amounts required to pay all principal of and interest on such City’s Utility Bonds and other obligations.

(c) No ad valorem tax revenues of any City shall be pledged to the payment of any amounts to be paid by the City to the BCRUA under this Contract, nor shall the BCRUA have the right to demand payment of any amounts to be paid by the City under this Contract be paid from funds raised or to be raised from ad valorem taxation from the City and the obligations under this Contract shall never be construed to be a debt or pecuniary obligation of the City of such kind as to require the City to levy and collect an ad valorem tax to discharge its obligations.

Section 9.6 Annual Budgeting by the Cities. Each City shall make provision in each of its annual budgets and shall appropriate an amount sufficient, at a minimum, for the payment of all amounts required to be paid by the City under this Contract.

Section 9.7 Revenue Sources Pledged. Each City hereby pledges the gross revenues of its City System to the payment of its obligations under this Contract and recognizes that the BCRUA will, and authorizes the BCRUA to, pledge the Bond Payments owing to it by each City under this Contract to the payment of the applicable series of Bonds and Credit Agreements issued for that particular City. The BCRUA agrees to make the payments for such series of Bonds and Credit Agreements when and as required by each Bond Resolution, each Credit Agreement, and this Contract, from and to the extent of proceeds of a series of Bonds not expended for the System and Bond Payments made by each City.

Section 9.8 General Covenants by Cities. Each City further represents, covenants and agrees that in accordance with and to the extent permitted by law, it will comply with the covenants listed below.

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in each ordinance or resolution authorizing the issuance of the series of Bonds issued for it by the BCRUA; and it will, at the time and in the

manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the fund and accounts created by said ordinances, but only from and to the extent of the sources of funds described in such ordinances.

(b) Legal Authority. It is a duly created and existing home rule city of the State and is duly authorized under the laws of the State to enter into this Contract. By execution hereof, it represents that all actions on its part for the execution and delivery of this Contract have been duly and effectively taken; and that this Contract is a valid and enforceable special obligation of the City in accordance with its terms.

(c) Acquisition and Construction; Operation and Maintenance. (i) It shall use its best efforts in accordance with Prudent Utility Practice to acquire and construct, or cause to be acquired and constructed, any capital improvements to its City System, which shall mean and include any capital extensions, improvements, and betterments, in accordance with the plans and specifications therefor, as modified from time to time with due diligence and in a sound and economical manner; and (ii) it shall at all times use its best efforts to operate or cause to be operated its City System properly and in an efficient manner, consistent with Prudent Utility Practice, and shall use its best efforts to maintain, preserve, reconstruct and keep the same or cause the same to be so maintained, preserved, reconstructed and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or use its best efforts to cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of its City System may be properly and advantageously conducted.

(d) Title. It has or will obtain lawful title, whether such title is in fee or lesser interest, to the lands, buildings, structures, and facilities constituting its City System; it will defend the title to all the aforesaid lands, buildings, structures, and facilities, and every part thereof, for the benefit of the BCRUA and the owners of each series of Bonds, against the claims and demands of all persons whomsoever; and it is lawfully qualified to pledge the gross revenues of its City System to the payment of the payments required by this Contract in the manner prescribed herein, and has lawfully exercised such rights.

(e) Liens. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon its City System; it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the lien granted hereunder shall be fully preserved in the manner provided herein; and it will not create or suffer to be created any mechanic's, laborer's, materialman's, or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the lien hereof might or could be impaired; provided however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's, or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Cities.

(f) Books, Records, and Accounts. It shall keep proper books, records, and accounts separate and apart from all other records and accounts, in which complete and correct entries shall be made of all transactions relating to its City System and each series of Bonds, and it shall cause said books and accounts to be audited annually as of the close of each Fiscal Year. At the request

of the BCRUA, the Cities shall allow the BCRUA to audit such books, records, and accounts at any reasonable time and from time to time.

(g) Insurance.

(i) Except as otherwise permitted in clause (ii) below, it shall cause to be insured such parts of its City System as would usually be insured by governmental entities operating like properties, with a responsible insurance company or companies, against risks, accidents, or casualties against which and to the extent insurance is usually carried by governmental entities operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. Public liability and property damage insurance shall also be carried unless the City Attorney gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. At any time, while any contractor engaged in construction work shall be fully responsible therefor, the Cities shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the BCRUA at all reasonable times.

(ii) In lieu of obtaining policies for insurance as provided above, the Cities may self-insure against risks, accidents, claims, or casualties described in clause (i) above.

(iii) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance, and listing the areas of insurance for which the City is self-insuring, all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(h) Audits. After the close of each Fiscal Year while this Contract is in effect, an audit will be made by each City of the books and accounts relating to its City System and the revenues of its City System. As soon as practicable after the close of each such Fiscal Year, and when said audit has been completed and made available to the Cities, a copy of such audit for the preceding Fiscal Year shall be mailed to the BCRUA. Such annual audit reports shall be open to the inspection of the BCRUA, its agents and representatives, the Trustee, and the owners of the Bonds at all reasonable times at the BCRUA's office.

(i) Governmental Agencies. It will comply with all of the terms and conditions of any and all franchises, permits, and authorizations applicable to or necessary with respect to a respective City System, and which have been obtained from any governmental entity, and the Cities have or will obtain and keep in full force and effect all franchises, permits, authorizations, and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation, and maintenance of a respective City System.

(j) No Competition. To the extent it legally may, each City hereby covenants solely with the owners of its series of Bonds issued by the BCRUA, if any, that such City will not grant any franchise or permit for the acquisition, construction, or operation of any competing facilities which might be used as a substitute for a City System, to the extent such competing facility would impair the City System's ability to pay under this Contract, and, to the extent that it legally may, each City will prohibit any such competing facilities.

(k) Rights of Inspection. The BCRUA, the Trustee, and the owners of 10% or more in principal amount of the Bonds of any series shall have the right at all reasonable times to inspect each City System and all records, accounts, and data of the respective City relating thereto, and upon request, each City shall furnish to the BCRUA, the Trustee, and such owners of Bonds such financial statements, reports, and other information relating to a respective City and a respective City System as any such person may from time to time reasonably request.

(l) Sale, Lease, or Disposal of Property by the Cities. No part of a City System shall be sold, leased, mortgaged, demolished, removed, or otherwise disposed of, except as follows:

(i) To the extent permitted by law, a City may sell or exchange at any time and from time to time any property or facilities constituting a part of its City System only if (a) it shall determine such property or facilities are not useful in the operation of its City System, (b) the proceeds of such sale are \$250,000 or less, or it shall have received a certificate executed by the City Manager stating, in his/her opinion, that the fair market value of the property or facilities exchanged is \$250,000 or less, (c) if such proceeds or fair market value exceeds \$250,000 it shall have received a certificate executed by the City Manager stating his/her opinion that the sale or exchange of such property or facilities will not impair the ability of the Cities to comply during the current or any future year with the provisions of Section 9.4(b) of this Contract, or (d) the sale or exchange will not adversely affect the excludability of interest on the Bonds from the gross income of the owners thereof. The proceeds of any such sale or exchange not used to acquire other property necessary or desirable for the safe or efficient operation of its City System shall forthwith, at the option of the City be used as provided in the ordinances of the City authorizing its Utility Bonds.

(ii) To the extent permitted by law, a City may lease or make contracts or grant licenses for the operation of, or make arrangements for the use of, or grant easements or other rights with respect to, any part of its City System, provided that any such lease, contract, license, arrangement, easement or right (a) does not impede the operation by such City of its City System and (b) does not in any manner impair or adversely affect the rights or security of the BCRUA under this Contract; and provided, further, that if the depreciated cost of the property to be covered by any such lease, contract, license, arrangement, easement, or other right is in excess of \$500,000, the affected City shall have received a certificate executed by the City Manager that the action of the such City with

respect thereto does not result in a breach of the conditions under this subsection (ii). Any payments received by the affected City under or in connection with any such lease, contract, license, arrangement, easement or right in respect of one or more City System or any part thereof shall constitute gross revenues of the respective City System or Systems.

ARTICLE X

CONTINUING DISCLOSURE

Section 10.1 Annual Reports. Following the issuance of Bonds of any series by the BCRUA for the benefit of the appropriate City, the offer or sale of which is not exempt from the Rule and, until the City is no longer obligated, contingently or otherwise, to make Bond Payments in respect of the Bonds of such series issued for such City, each City undertakes to and shall provide annually to the MCRB, within six months after the end of each Fiscal Year, (i) financial information and operating data of the general type included in the Sale and Offering Documents for the Bonds of such series, as specified in its approval of such Sale and Offering Documents pursuant to Section 4.1 hereof and (ii) audited general purpose financial statements of the City, if then available. Any financial statements so to be provided shall be (i) prepared in accordance with generally accepted accounting principles for governmental agencies or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which it must be provided. If the audit of such financial statements is not complete within 12 months after any Fiscal Year, then the City shall file unaudited financial statements within such 12 month period, and shall file audited financial statements for the applicable Fiscal Year, when and if the audit report on such statements become available.

If a City changes its Fiscal Year, the City will notify the Trustee, and file notice with the MSRB of the change and of the date of the new Fiscal Year end prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

Section 10.2 Event Notices.

(a) The following events with respect to any series of Bonds which each City must agree to file notice with EMMA in a timely manner and not more than 10 business days after the occurrence of the event.

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions or events, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue

(IFS Form 5701-TEB, or other material events affecting the tax-exempt status of the Bonds;

(vii) Modifications to rights of holders of the Bonds, if material;

(viii) Bond calls if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Bonds; if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership, or similar event of the City;

(xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

(b) Each City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (a) of this Section by the time required by such subsection.

(c) Each City shall, promptly after obtaining actual knowledge of the occurrence of any of the events enumerated in (a) above, notify the BCRUA of such event and provide all

information in the format required to satisfy the requirements of the Rule. Further, each City shall provide, in a timely manner, notice of any failure to provide audited financial statements, financial information, and operating data in accordance with Section 10.1 hereof to each NRMSIR and each SID.

Section 10.3 Limitations, Disclaimers, and Amendments.

(a) Each City shall be obligated to observe and perform the covenants specified in this Contract in respect to its Bonds of any series for so long as, but only for so long as, the City remains an “obligated person” with respect to the Bonds of such series within the meaning of the Rule, except that the City in any event will give notice of any deposit made in accordance with the Bond Resolution that causes Bonds of such series no longer to be outstanding.

(b) The provisions of this Article are for the sole benefit of (and may be enforced by) the owners and beneficial owners of the Bonds of such City, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. Each City undertakes to provide only the financial information, operating data, financial statements, and notices which they have expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the its financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. Each City makes no representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL A CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY A CITY WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by a City in observing or performing its obligations under this Article shall comprise a breach of or default under this Contract for purposes of any other provision of this Contract.

(e) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the BCRUA or each City under federal and state securities laws.

(f) The provisions of this Article may be amended by the BCRUA and the Cities from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the BCRUA or the appropriate Cities, but only if

(i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds of the applicable series in the primary offering of the Bonds of such series in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances, and

(ii) either

(1) the owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Contract that authorizes such an amendment) of the outstanding Bonds of each such series affected consent to such amendment or

(2) an entity that is unaffiliated with the BCRUA or the appropriate Cities (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the owners and beneficial owners of the Bonds of such series and is permitted by the terms of the Article.

If the BCRUA and the Cities so amend the provisions of this Article in connection with the financial or operating data which the Cities are required to disclose under Section 10.1 hereof, the appropriate Cities shall provide a notice of such amendment to be filed in accordance with Section 10.2(b) hereof, together with an explanation, in narrative form, of the reason for the amendment and the impact of any change in the type of financial information or operating data to be so provided. The BCRUA and the appropriate Cities may also amend or repeal the provisions of this Article if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of each series of Bonds.

ARTICLE XI

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Section 11.1 Compliance with Federal, State and Local Laws. This Contract is subject to all applicable federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state or federal government authority having or asserting jurisdiction. The Contract is specifically subject to the rules of the TCEQ, and the BCRUA shall have the right to terminate this Contract upon a City's non-compliance with the rules promulgated by the TCEQ, but such termination shall only affect the non-complying City; provided however, such termination shall not affect the non-complying City's obligation to pay Bond Payments in accordance with this Contract.

Section 11.2 Recordkeeping and Reporting. The BCRUA shall maintain records on site in accordance with applicable State laws.

- (a) Records to be maintained by the BCRUA include:
 - (i) copies of notifications made to the TCEQ concerning water systems;
 - (ii) as applicable, copies of contracts made with each water user;
 - (iii) records of volume of treated water delivered to each water user per delivery; and
 - (iv) water quality analyses.

(b) BCRUA shall report to the TCEQ as required by law. All costs of compliance with the rules of the TCEQ shall be paid by the BCRUA, but such costs shall be considered an Operation and Maintenance Expense.

ARTICLE XII

GENERAL PROVISIONS

Section 12.1 Participation by the Parties. The BCRUA and each City represents to the others that it is empowered by law to participate in the acquisition, construction, and financing of the System, and to execute this Contract and other agreements and documents as are or may hereafter be required to accomplish the same; and that its participation in the System and execution of this Contract have been duly authorized by action of its governing body at a meeting conducted in accordance with the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code. The BCRUA and each City agree to furnish to each other such documentation or evidence of its authority to so participate and execute the contracts and other agreements as the other party may reasonably request, and to take and perform such other and further actions and execute such other agreements and documents as may be reasonably required to carry out the provisions of this Contract.

Section 12.2 Insurance.

(a) The BCRUA agrees to carry public liability insurance on the System for purposes and in amounts which ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that the BCRUA shall not be required to carry liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the BCRUA's legal counsel, be potentially liable considering relevant governmental immunities of the Cities and the BCRUA. The BCRUA shall also carry property casualty insurance in the amount of the replacement value of all improvements and personal property connected with the System (less a deductible comparable to the deductible on the Cities' property insurance for Cities property generally).

All premiums for such insurance shall constitute an expense of the System but may be paid out of the proceeds of the Bonds to the extent that such proceeds are available. In the event the BCRUA is required to pay a deductible with respect to a claim under any such policy, the amount of such deductible shall constitute an expense and shall be paid by the Cities.

(b) The BCRUA shall require the contractor or contractors employed for construction of the System to carry insurance coverage throughout the construction period in at least the following amounts:

- (i) Workers' Compensation: State law limits;
- (ii) General Liability (including contractual liability) and Automobile Liability: One million dollars (\$1,000,000.00) per person and per occurrence for bodily injury and One million dollars (\$1,000,000.00) for property damage;
- (iii) Builder's Risk: full replacement value of improvements; and
- (iv) Performance and Payment Bond: full value of contract;

The Cities shall be furnished with a certified copy of such effective policy of insurance prior to commencement of construction. Such insurance policies shall name the BCRUA and the Cities as additional insureds, and the BCRUA shall be provided with a certificate of insurance showing the required coverage and providing that the policies may not be canceled, changed, or not renewed until the BCRUA has been given thirty (30) days prior written notice of such event.

(c) The insurance required by this section may be modified by written agreement of the Cities and the BCRUA, in accordance with good business practice. Any questions about the scope of coverage required hereunder shall be resolved by written agreement between the Cities and the BCRUA. The Parties can agree to substitute an owner-controlled insurance program for any of the above specified insurance requirements.

Section 12.3 Force Majeure. If by reason of Force Majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of each City to make the payments required under Sections 4.5 and 9.4 of this Contract, which payments will continue irrespective of a Force Majeure event, then if such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term “Force Majeure” as employed herein shall mean acts of God, war, strikes, fires, explosions or other causes that are beyond the reasonable control of the party claiming such inability and that by exercise of due foresight such party could not reasonably have been expected to avoid and which by exercise of all reasonable due diligence such party is unable to overcome.

Section 12.4 Unconditional Obligation to Make Payment. Recognizing the fact that the Cities urgently require the facilities and services of the System, and that such facilities and services are essential and necessary for actual use and for standby purposes, and recognizing the fact that the Bond Payments to be received from each City will be the primary source of funds available to the BCRUA and the Trustee to pay the Bonds and other System Costs, and recognizing the fact that purchasers of Bonds will rely on the obligation of the Cities to make Annual Payments with respect to their series of Bonds in accordance with the provisions of this Contract, each City hereby waives all rights of set-off, recoupment, counterclaim, suspension, deferment, reduction, and amendment, with respect to making its Annual Payments against the BCRUA, the Trustee, and any other direct or indirect recipients of Annual Payments, and each City agrees that it shall make its appropriate Annual Payment even if no Bonds are issued for its benefit by the BCRUA and if any Bonds are issued, each City shall be unconditionally obligated to pay its Annual Payments as provided and determined by this Contract, regardless of whether or not the BCRUA actually acquires the Land Interests and, constructs, or completes the System, or the portions thereof designated for its use, or breaches any obligation on its part hereunder, and whether or not each City actually uses the System, or the portions thereof designated for its use, whether due to Force Majeure or any other reason whatsoever, regardless of any other provisions of this Contract, any other contract or agreement between any of the Parties hereto. This covenant by each City shall be for the benefit of and enforceable by the owners of the Bonds and/or by the BCRUA.

By entering into this Contract and performing its obligations under any Section of this Contract, each City does not release any persons from or waive any claims against such persons that the City may have resulting from actions by such persons contrary to that person’s legal obligations.

Section 12.5 Term of Contract. This Contract shall be effective from and after its date, and this Contract shall continue in force and effect until the principal of and interest on all Bonds shall have been paid or provision for the payment of all of the Bonds has been made in accordance with the terms of each Bond Resolution and thereafter continue in force and effect during the entire useful life of the System. When the principal of and interest on all Bonds shall have been paid or provision for the payment of all of the Bonds has been made in accordance with the terms of the Bond Resolution and all amounts owed to the BCRUA, the Trustee, or any other person hereunder have been paid, all money held by the Trustee or the BCRUA pursuant to the terms of the Bond Resolution shall be paid to the BCRUA. Upon the termination of this Contract, the BCRUA will charge each City a per gallonage charge (or other published rate) for treated water delivered to the Cities in accordance with the BCRUA's then existing rate schedule.

Section 12.6 Amendment and Modification. This Contract shall not be amended except in writing of all Parties hereto. No change, amendment, or modification of this Contract shall be made or be effective which will affect adversely the prompt payment when due of all money required to be paid by each City under the terms of this Contract and no such change, amendment, or modification shall be made or be effective which would cause a violation of any provisions of any Bond Resolution.

Section 12.7 Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by any party to the other parties must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the Parties shall, until changed as hereinafter provided, be as follows:

If to the BCRUA:

President, Board of Directors
Brushy Creek Regional Utility Authority, Inc.
221 E. Main St.
Round Rock, Texas 78664

If to Cedar Park:

City Manager
450 Cypress Creek Rd.
Cedar Park, Texas 78613

If to Leander:

City Manager
P.O. Box 319
Leander, Texas 78646-0319

If to Round Rock:

City Manager
221 E. Main St.
Round Rock, Texas 78664

The BCRUA and the Cities hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other Parties.

Section 12.8 State or Federal Laws, Rules, Orders, or Regulations. This Contract is subject to all applicable federal and State laws and any applicable permits, ordinances, rules, orders, and regulations of any local, state, or federal governmental authority having or asserting jurisdiction but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation in any forum having jurisdiction and the Cities and the BCRUA represent that, to the best of their knowledge, no provisions of any applicable federal or State law, including the City Charters of the Cities, nor any permit, ordinance, rule, order, or regulation of either party will limit or restrict the ability of either party to carry out their respective obligations under or contemplated by this Contract.

Section 12.9 Severability. The Parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses, or words of this Contract or the application of such sections, subsections, provisions, clauses, or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality, or contravention shall not affect any other sections, subsections, provisions, clauses, or words of this Contract or the application of such actions, subsections, provisions, clauses, or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause, or word had not been included herein, and the rights and obligations of the Parties hereto shall be construed and remain in force accordingly.

Section 12.10 Remedies Upon Default. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. Recognizing that failure in the performance of the Cities' obligations hereunder could not be adequately compensated in money damages alone, each City agrees in the event of any default on its part that the BCRUA and the owners of the Bonds as third-party beneficiaries shall have available to them the remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to them. As long as an Insurer is not in default on the related Insurance

Policy for a series of Bonds, the Insurer of a series of Bonds shall be deemed to be the Owner of such Bonds insured by it for purposes of enforcing the provisions of this Contract, so long as no event of default exists. Notwithstanding anything to the contrary contained in this Contract, any right or remedy or any default hereunder, except the right of the BCRUA to receive the Annual Payments and the provision of Section 4.9 hereof, which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of such default. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto or of the performance by any other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 12.11 Venue. All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Williamson County, Texas, which is the County in which the principal administrative offices of the BCRUA are located. It is specifically agreed among the Parties to this Contract that Williamson County, Texas, is the place of performance of this Contract; and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in Williamson County, Texas.

Section 12.12 Statutory Authority. In entering into this Contract and performing all duties and obligations hereunder, the Cities and the BCRUA exercise their authority under and in accordance with the State Constitution and laws including, but not limited to, the Act, Chapter 402, as amended, Texas Local Government Code; Chapter 1502, as amended, Texas Government Code, each City's respective Home Rule Charter; Chapter 1371, as amended, Texas Government Code and all other laws which may authorize this Contract, all of which provisions and laws, cited or not cited herein, shall cumulatively provide the authority for this Contract.

Section 12.13 Indemnification. For so long as the bonds are outstanding and unpaid, and also with respect to any claim that may arise out of the offer and sale of the bonds of any series or the alleged misstatement or omission of a material fact in or from any sale and offering document relating to any of the cities used in connection therewith, to the extent permitted by law, each city agrees to indemnify, to the extent permitted by law, and save and hold harmless the BCRUA, and the other cities, and their respective officers, directors, agents, financial advisors, attorneys, and employees, and the underwriters of any such offering and their respective directors, officers, employees, and agents, and all persons who control the same within the meaning of the federal securities laws, from and against all claims that may arise as a result of any undertaking, act, or omission, whether negligent or not, which is done or omitted to be done by the cities or any of their officers, councilmen, agents, attorneys, and employees, relating to the system or providing information for inclusion in the sale and offering documents. If any such claim is brought against any such indemnified person, the cities shall pay all costs incurred by such person in defending and (subject to applicable rules of attorney conduct) may control the defense of such claim.

Section 12.14 Contract for Benefit of the Cities. This Contract is made for the exclusive benefit of the Cities (except with respect to Section 9.8(j) which is solely for the benefit of the owners of the Bonds issued by the BCRUA for a particular City), the BCRUA, the Trustee, the owners of the Bonds, the parties to any Credit Agreements, the underwriters of any offering of and remarketing agent and tender agent, if any, for any Bonds, and their respective successors and assigns herein permitted, and not for any third party or parties other than the BCRUA (including

its officers, directors, employees, agents, and attorneys), the Trustee, the owners of the Bonds, the Cities, and the parties to any Credit Agreements, the underwriters of any offering of and remarketing agent and tender agent, if any, for any Bonds, the other persons indemnified by Section 12.13 hereof, and their respective successors and assigns herein permitted, any rights or remedies under or by reason of this Contract.

Section 12.15 Succession and Assignment. This Contract is binding on and inures to the benefit of the Parties hereto and their respective successors, representatives, and assigns. This Contract may not be assigned by any party hereto without (i) complying with any provisions relating to the right of the Parties to assign this Contract contained in the Bond Resolution and (ii) prior written notice to and approval by the other Parties, which consent may be withheld without cause. The provisions of this Section do not affect the assignment of the BCRUA's rights under this Contract to a Trustee pursuant to Section 4.8.

Section 12.16 Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Contract for all purposes and are adopted as a part of the judgment and findings of the BCRUA and the Cities.

Section 12.17 Independent Contractor. As among the Parties, the BCRUA shall be solely responsible for the operation of the System to produce and treat raw water and to deliver treated water to the Cities pursuant to this Contract (except to the extent the BCRUA and the Cities enter into agreements for the Cities to operate parts of the System); and the BCRUA shall be an independent contractor in the operation of the System.

Section 12.18 Financing Statement. Each City agrees at the request of the BCRUA to execute a financing statement in a form satisfactory to the BCRUA and meeting the requirements of the Texas Business and Commerce Code to perfect any security interest created hereby. The Cities further agree to execute such continuation statements or other documents as may be necessary to maintain any such security interest.

Section 12.19 Entire Agreement. This Contract constitutes the entire agreement among the Parties with respect to the matters described herein.

Section 12.20 Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State, and the obligations, rights, and remedies of the Parties hereunder shall be determined in accordance with such laws without reference to the laws of any other state or jurisdiction, except for applicable federal laws, rules, and regulations.

Section 12.21 Counterparts. This Contract may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed as of the day and year first above written.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: 
Na'Cole Thompson, President

Attest:

By: 
Rene Flores, Secretary

CITY OF CEDAR PARK, TEXAS

By: _____
Jim Penniman-Morin, Mayor

Attest:

By: _____
LeAnn Quinn, City Secretary

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

Attest:

By: _____
Dara Crabtree, City Secretary

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

By: _____
Ann Franklin, City Clerk

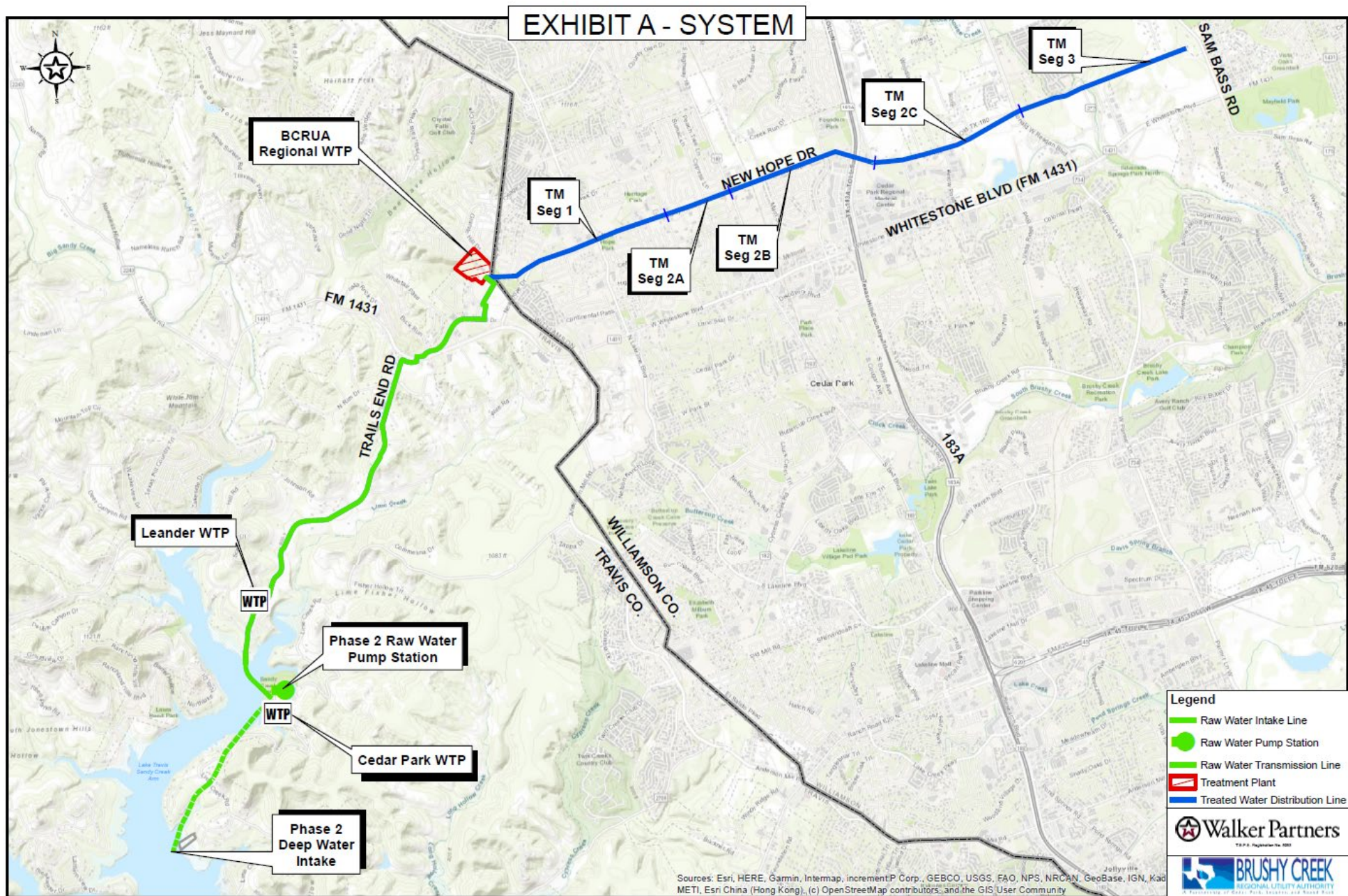


EXHIBIT B - DELIVERY POINTS

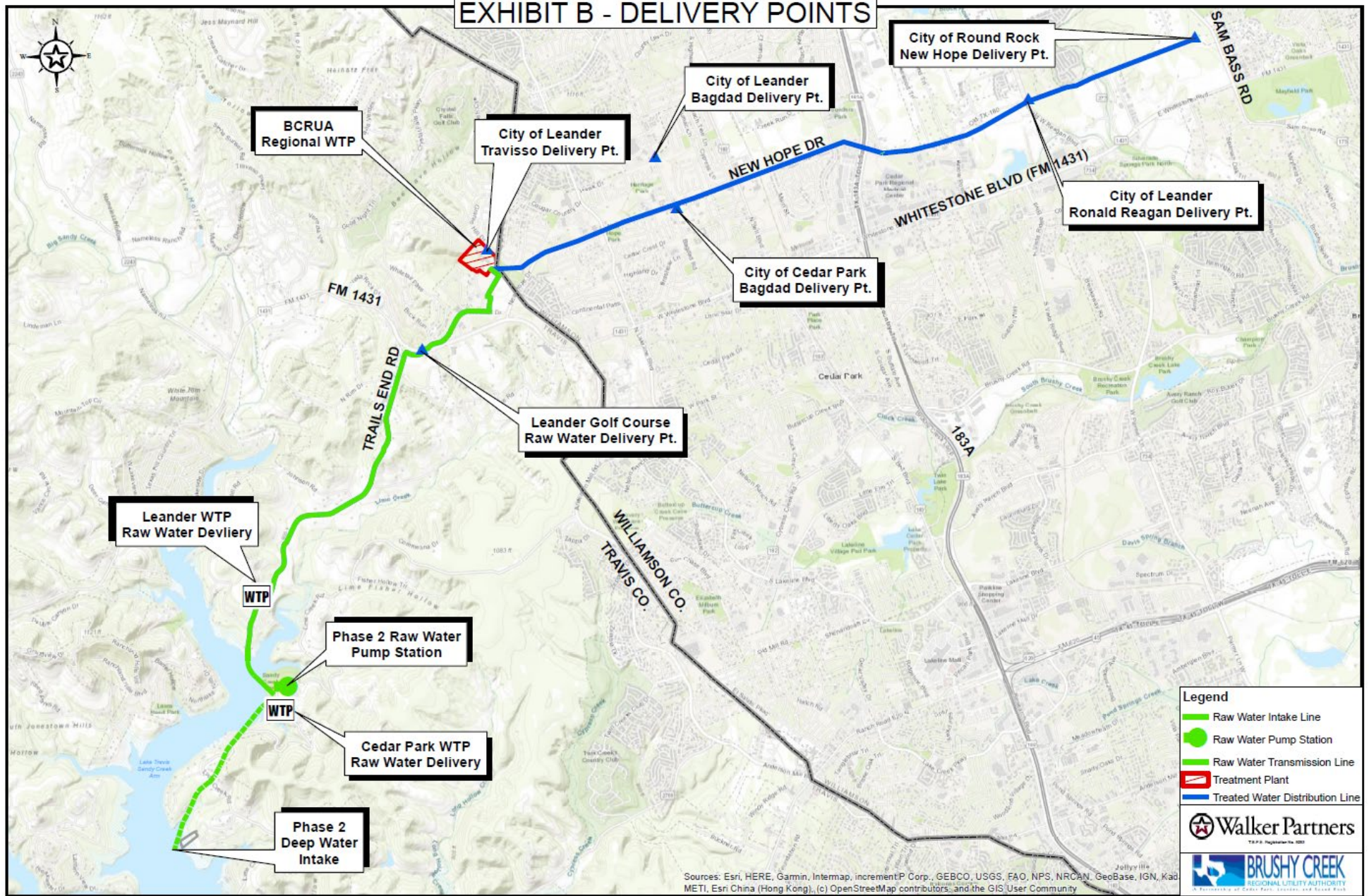


Exhibit C

Raw Water Delivery System Max Daily Capacities & Delivery Rates ^{1,2,3}									
System Phase	Total Raw Water System Capacity and Delivery Rates (MGD)	Cedar Park (MGD)			Leander (MGD)			Round Rock	
		Cedar Park WTP (MGD)	BCRUA WTP (MGD)	Total (MGD)	Leander WTP (MGD)	BCRUA WTP (MGD)	Total (MGD)	BCRUA WTP (MGD)	Total (MGD)
Phase 1C	32.50	0.00	8.67	8.67	0.00	15.16	15.16	8.67	8.67
Phase 1D	41.90	0.00	11.17	11.17	0.00	19.56	19.56	11.17	11.17
Phase 2	103.10	26.90	11.17	38.07	12.00	31.26	43.26	21.77	21.77
Ultimate	144.70	26.90	15.00	41.90	12.00	50.00	62.00	40.80	40.80

Note 1 – Max delivery rates for each City to the BCRUA plant prior to completion of Phase 2 shall be as shown in this Exhibit C unless the raw water capacity delivered prior to completion of Phase 2, through the Phase 1A, Contract 2 Raw Water Pipeline is less than 41.9 MGD as determined by the Consulting Engineer through engineering studies and construction repairs.

Note 2 – Max delivery rates shown for Total Raw System and Leander and Round Rock deliveries to the BCRUA WTP in Phase 2 assume a larger pump is added to the Phase 2 construction contract, which is currently sized for a Total delivery of 87 MGD instead of 103.1. Capacities shown for Leander and Round Rock deliveries to the BCRUA WTP match the capacity of the Phase 2A treatment plant expansion for these 2 cities.

Note 3 – Max delivery rates for each City involved in Expansions to the BCRUA WTP beyond completion of Phase 2 and before the Ultimate phase is completed will require an amendment to this Exhibit per this Agreement.

Phase 2 Ultimate Capacity & Cost		
	Capacity (MGD)	Percent %
Cedar Park	41.9	28.96
Leander	62.0	42.85
Round Rock	40.8	28.19
Total	144.7	100.00

Exhibit D

Treatment System Max Daily Capacities & Instantaneous Delivery Rates ¹												
City	Phase 1C			Phase 1D			Phase 2A			Ultimate		
	Max Daily Capacity (MGD)	Max Instant Delivery Rate (GPM)	Percent %	Max Daily Capacity (MGD)	Max Instant Delivery Rate (GPM)	Percent %	Max Daily Capacity (MGD)	Max Instant Delivery Rate (GPM)	Percent %	Max Daily Capacity (MGD)	Max Instant Delivery Rate (GPM)	Percent %
Cedar Park	8.67	6,021	26.67	11.17	7,757	26.67	11.17	7,757	17.40	15	10,417	14.18
Leander	15.16	10,528	46.67	19.56	13,583	46.67	31.26	21,708	48.69	50	34,722	47.26
Round Rock	8.67	6,021	26.67	11.17	7,757	26.67	21.77	15,118	33.91	40.8	28,333	38.56
Total	32.50	22,570	100.00	41.90	29,097	100.00	64.20	44,583	100.00	105.80	73,472	100.00

Notes: 1) Max daily capacity and max instantaneous delivery rates in the treatment system are cumulative after completion of each Phase.

Phase 2A Capacity & Cost Allocation		
	Capacity (MGD)	Percent %
Cedar Park	0.0	0.00
Leander	11.7	52.40
Round Rock	10.6	47.60
Total	22.3	100.00

Exhibit E

Treated Water Distribution System Capacity Allocation				
Transmission Line Segment	Constructed System Capacity (MGD)	Cedar Park	Leander	Round Rock
		Percent (%)	Percent (%)	Percent (%)
Segment 1	105.80	14.18	47.26	38.56
Segment 2A	105.80	14.18	47.26	38.56
Segment 2B	78.80	0.00	48.22	51.78
Segment 2C	78.80	0.00	48.22	51.78
Segment 3	40.80	0.00	0.00	100.00

Exhibit F
BCRUA Regional Water Project
Capacity and Cost Allocation, Phase 1A
Amended: October 20, 2010

DESCRIPTION	CONSTRUCTED CAPACITY (MGD)	ESTIMATED COST	CEDAR PARK RESERVED CAPACITY (%)	CEDAR PARK COST	LEANDER RESERVED CAPACITY (%)	LEANDER COST	ROUND ROCK RESERVED CAPACITY (%)	ROUND ROCK COST
BCRUA PROJECT (Operational April 1, 2012)								
FLOATING INTAKE BARGE								
Preliminary Engineering	30.9	\$ 287,709	14.18	\$	40,797	\$ 135,971	36.56	\$ 110,941
Final Engineering (final Bidding)	30.9	\$ 458,610	14.18	\$	65,031	\$ 216,739	36.56	\$ 176,840
Construction	30.9	\$ 3,807,500	26.8	\$	1,096,560	\$ 45,131	25.89	\$ 985,762
Construction - Contingency	30.9	\$ 837,480	26.8	\$	241,194	\$ 379,462	25.89	\$ 216,824
Total Construction (Includes Construction and Contingency)	30.9	\$ 4,644,980	26.8	\$	1,337,754	\$ 45,131	25.89	\$ 1,202,585
Construction Phase Services	30.9	\$ 128,414	26.8	\$	36,583	\$ 58,184	25.89	\$ 33,246
FLOATING INTAKE BARGE SUB-TOTAL		\$ 5,519,713		\$	1,400,565	\$ 2,515,535		\$ 1,523,612
Cost Allocation Percentages					25.82%	45.57%		27.60%
RAWWATERLINE - FROM BARGE, UP TRAILS END ROAD TO REGIONAL WATER TREATMENT PLANT								
Preliminary Engineering	105.8	\$ 570,089	14.18	\$	80,839	\$ 269,424	36.56	\$ 219,826
Final Engineering (final Bidding)	105.8	\$ 2,784,018	14.18	\$	394,773	\$ 1,315,728	36.56	\$ 1,073,517
Environmental, Permit, and Habitat Mitigation	105.8	\$ 413,000	14.18	\$	58,563	\$ 195,164	36.56	\$ 159,253
Construction - Contract 1	105.8	\$ 19,371,138	14.18	\$	2,746,827	\$ 9,154,800	36.56	\$ 7,489,511
Construction - Contract 2	105.8	\$ 5,511,774	26.87	\$	1,469,990	\$ 46,877	26.87	\$ 1,469,990
Contingency	105.8	\$ 3,649,300	14.18	\$	517,471	\$ 1,724,659	36.56	\$ 1,407,170
Total Construction (Includes Construction and Contingency)	105.8	\$ 28,532,212	14.18	\$	4,734,288	\$ 13,451,804	36.56	\$ 10,346,671
Essementies	105.8	\$ 1,481,798	14.18	\$	210,119	\$ 700,298	36.56	\$ 571,381
Construction Phase Services	105.8	\$ 802,848	14.18	\$	113,844	\$ 379,425	36.56	\$ 309,577
RAWWATERLINE SUB-TOTAL		\$ 34,583,561		\$	5,592,426	\$ 16,311,861		\$ 12,630,225
Cost Allocation Percentages					16.17%	47.17%		36.67%
REGIONAL WATER TREATMENT PLANT								
WTP Land Acquisition	105.8	\$ 3,324,022	14.18	\$	471,346	\$ 1,570,933	36.56	\$ 1,281,743
Preliminary Engineering	105.8	\$ 703,112	14.18	\$	99,701	\$ 332,291	36.56	\$ 271,120
Final Engineering	17	\$ 3,457,493	14.18	\$	490,273	\$ 1,634,011	36.56	\$ 1,333,209
Supplemental Engineering	17	\$ 581,395	14.18	\$	82,442	\$ 274,767	36.56	\$ 224,186
Construction Phase Services	17	\$ 1,185,500	14.18	\$	216,398	\$ 557,878	36.56	\$ 409,225
1.0 Raw Water Conveyance								
1.01 72" Raw Water Line, Isolation Valves, and Chemical Injection Vaults	105.8	\$ 1,081,911	14.18	\$	153,415	\$ 511,311	36.56	\$ 417,185
2.0 Treatment Structure								
2.01 54" Raw Water, Raw Water Pipe Gallery	43	\$ 215,897	26.87	\$	57,573	\$ 100,752	26.87	\$ 57,573
2.02 30" Raw Water Venturi Meter and Rate of Flow Control Valve, and Hydraulic Rapid Mix IC	22	\$ 222,366	26.87	\$	59,298	\$ 103,771	26.87	\$ 59,298
2.03 Floculators 1A-1C thru 4A-4C (12 total) and Flocculated Water Channel	22	\$ 1,309,128	26.87	\$	349,101	\$ 810,926	26.87	\$ 349,101
Basin Inlet Channels, Sedimentation Basins 1 and 2 with Sludge Channel with Valves and Gates	22	\$ 3,029,835	26.87	\$	807,956	\$ 1,413,923	26.87	\$ 807,956
2.05 Sludge Vault 1C and 12" Sludge Pipe	22	\$ 593,515	26.87	\$	158,271	\$ 276,973	26.87	\$ 158,271
2.06 Filter Inlet Channel	43	\$ 833,670	26.87	\$	222,312	\$ 389,046	26.87	\$ 222,312
Filters 1-4 (underdrains, media, troughs, effluent venturi meters, rate of flow control valves, piping and miscellaneous valves) and Filters 5-8 (structure, wall spoils and blind flanges only)	12.8	\$ 2,045,765	26.87	\$	545,537	\$ 954,690	26.87	\$ 545,537
Filter 5 (underdrains, media, troughs, effluent venturi meters, rate of flow control valves, piping and miscellaneous valves)	4.2	\$ 233,686	26.87	\$	62,324	\$ 109,061	26.87	\$ 62,324
2.09 24" Backwash Water Venturi Meter and Rate of Flow Control Valve, and 30" Backwash Water Piping	105.8	\$ 216,706	14.18	\$	30,729	\$ 102,415	36.56	\$ 83,562
2.1 36" Waste Backwash Water Piping and Valving	105.8	\$ 276,542	14.18	\$	39,214	\$ 130,894	36.56	\$ 106,635
2.11 24" Air Squeezers	105.8	\$ 110,779	14.18	\$	15,708	\$ 52,354	36.56	\$ 42,716

Exhibit F
BCRUA Regional Water Project
Capacity and Cost Allocation, Phase 1A
Amended: October 20, 2010

DESCRIPTION	CONSTRUCTED CAPACITY (MGD)	ESTIMATED COST	CEDAR PARK RESERVED CAPACITY (%)	CEDAR PARK COST	LEADER RESERVED CAPACITY (%)	LEADER COST	ROUND ROCK RESERVED CAPACITY (%)	ROUND ROCK COST
2.14 Administration Level, Mezzanine (Electrical Room, and Storage), and Maintenance Room	105.8	\$ 6,324,882	14.18	\$	47.26	\$ 2,989,144	38.56	\$ 2,438,878
3.0 Chemical Feed Facility								
3.01 Chemical Feed Area	105.8	\$ 77,628	14.18	\$	47.26	\$ 36,686	38.56	\$ 29,933
3.02 2 Alum Metering Pumps, 2 Alum Storage Tanks, Valves and Piping	22	\$ 168,988	26.67	\$	46.67	\$ 78,866	26.67	\$ 45,068
3.03 2 Fluoride Metering Pumps, 1 Fluoride Storage Tank, Valve and Piping	43	\$ 97,032	26.67	\$	46.67	\$ 45,282	26.67	\$ 25,875
3.04 2 Polymer Metering Pumps, 1 Dism. Scale, Valves and Piping	22	\$ 88,946	26.67	\$	46.67	\$ 41,508	26.67	\$ 23,719
3.05 Bulk Chemical Secondary Containment Structure	105.8	\$ 130,185	14.18	\$	47.26	\$ 61,525	38.56	\$ 50,158
4.0 Disinfection Facility								
4.01 Disinfection Facility Building	105.8	\$ 1,470,849	14.18	\$	47.26	\$ 695,123	38.56	\$ 567,159
4.02 3 Sodium Hypochlorite Metering Pumps, 2 Sodium Hypochlorite Storage Tanks, Control Valve and Piping	22	\$ 304,035	26.67	\$	46.67	\$ 141,883	26.67	\$ 81,076
4.03 Bulk Sodium Hypochlorite Chemical Secondary Containment Structure	105.8	\$ 61,454	14.18	\$	47.26	\$ 29,043	38.56	\$ 23,697
4.04 2 LAS Metering Pumps, 2 LAS Storage Tanks, Control Valves and Piping	22	\$ 158,486	26.67	\$	46.67	\$ 73,960	26.67	\$ 42,263
4.05 Bulk LAS Chemical Secondary Containment Structure	105.8	\$ 61,454	14.18	\$	47.26	\$ 29,043	38.56	\$ 23,697
4.06 2 Potassium Permanganate Metering Pumps, 1 Feed Unit	43	\$ 138,888	26.67	\$	46.67	\$ 65,281	26.67	\$ 37,304
5.0 Disinfection Basin								
5.01 Disinfection Basin, Weir Plate, Sample Pump, Isolation Valves and Piping	43	\$ 692,973	26.67	\$	46.67	\$ 323,387	26.67	\$ 184,793
6.0 Groundwater Storage Tanks								
6.01 2 MG Elver Storage Tank (cap based on WTP overall)			14.18		47.26		38.56	
6.02 78" Inlet/Outlet Piping and Valves	43	\$ 186,787	26.67	\$	46.67	\$ 87,167	26.67	\$ 49,810
6.03 4 MG Precast Storage Tanks with Baffle Walls	43	\$ 2,508,286	26.67	\$	46.67	\$ 1,170,534	26.67	\$ 688,876
7.0 Booster Pump Station								
7.01 78" Discharge and Suction Piping and Isolation Valves	105.8	\$ 2,475,133	14.18	\$	47.26	\$ 1,169,748	38.56	\$ 954,411
7.02 3 Booster Pumps & Motors, Cams, Discharge Piping, Control and Isolation Valves, and 13.0m x 13.0m Caissons	43	\$ 1,613,971	26.67	\$	46.67	\$ 753,187	26.67	\$ 430,392
7.03 2 Plant Water Pumps & Motors, Cams, Discharge Piping, and Valves	43	\$ 186,787	26.67	\$	46.67	\$ 87,167	26.67	\$ 49,810
7.04 2 Backwash Water Pumps & Motors, Cams, Discharge Piping, and Valves	105.8	\$ 831,244	14.18	\$	47.26	\$ 392,846	38.56	\$ 320,528
8.0 Sludge Dewatering Facility								
8.01 Sludge Dewatering Facility Building	67	\$ 1,215,330	14.18	\$	47.26	\$ 574,365	38.56	\$ 468,631
8.02 1 Belt Filter Press, 2 Belt Press Feed Pumps, 2 Polymer Feed Systems, 2 Screw Conveyors, Valves and Piping	67	\$ 780,302	14.18	\$	47.26	\$ 368,771	38.56	\$ 300,894
9.0 Sludge Thickening and Handling Facilities								
9.01 1 Sludge Thickener with Collector, Piping, Valves	31	\$ 443,583	26.67	\$	46.67	\$ 209,805	26.67	\$ 119,889
9.02 Sludge Pump Station Wet Well	105.8	\$ 214,280	14.18	\$	47.26	\$ 101,253	38.56	\$ 82,626
9.03 2 Sludge Pumps, with Valves and Piping	43	\$ 73,583	26.67	\$	46.67	\$ 34,339	26.67	\$ 13,622
10.0 Wastewater Recovery & Reuse								
10.01 2 Wastewater Settling/Clarifier Basins with Sludge Collectors	105.8	\$ 2,225,275	14.18	\$	47.26	\$ 1,051,665	38.56	\$ 868,068
10.02 Recycle Pump Station Wet Well	105.8	\$ 178,701	14.18	\$	47.26	\$ 84,454	38.56	\$ 68,907
10.03 3 Recycle Pumps, with Valves and Discharge Piping	43	\$ 121,290	26.67	\$	46.67	\$ 56,602	26.67	\$ 32,344
11.0 Electrical Building								
11.01 Electrical Building	105.8	\$ 542,573	14.18	\$	47.26	\$ 256,420	38.56	\$ 209,216
11.02 5KV Motor Control Center & 480V Motor Control Center with Switch Board, Transformer and Circuit Breaker	43	\$ 414,813	26.67	\$	46.67	\$ 193,580	26.67	\$ 110,617
12.0 Yard Piping								
12.01 96"/64"/60" Filtered Water Piping with Valves and Chemical Injection Valves	105.8	\$ 1,024,500	14.18	\$	47.26	\$ 484,179	38.56	\$ 395,047
12.02 72" Finished Water Piping with Valves, Finished Water Meter Vault with 48" Venturi and Valves	105.8	\$ 1,921,240	14.18	\$	47.26	\$ 907,978	38.56	\$ 740,830
12.03 36" Waste Backwash Piping with Valves, and Chemical Injection Vault	105.8	\$ 625,889	14.18	\$	47.26	\$ 295,781	38.56	\$ 241,331
12.04 30" Backwash Water Piping with Valves	105.8	\$ 253,093	14.18	\$	47.26	\$ 119,612	38.56	\$ 97,593
12.05 36" Waste Washwater Piping with Valves	105.8	\$ 308,078	14.18	\$	47.26	\$ 145,598	38.56	\$ 118,756
12.06 20" Wastewater Recycle Piping with Valves, and Recycle Meter Vault with 16" Venturi and Valves	105.8	\$ 306,460	14.18	\$	47.26	\$ 144,833	38.56	\$ 118,171
12.07 12" Sludge Line, Drain Line and Potable Water Line with Valves	105.8	\$ 884,612	14.18	\$	47.26	\$ 418,067	38.56	\$ 341,106

Exhibit F
BCRUA Regional Water Project
Capacity and Cost Allocation, Phase 1A
Amended: October 20, 2010

DESCRIPTION	CONSTRUCTED CAPACITY (MGD)	ESTIMATED COST	CEDAR PARK RESERVED CAPACITY (%)	CEDAR PARK COST	LEANDER RESERVED CAPACITY (%)	LEANDER COST	ROUND ROCK RESERVED CAPACITY (%)	ROUND ROCK COST
12.04 30" Backwash Water Piping with Valves	105.8	\$ 253,093	14.18	\$	47.26	\$ 119,812	38.56	\$ 97,593
12.05 30" Waste Water Piping with Valves	105.8	\$ 308,078	14.18	\$	47.26	\$ 145,598	38.56	\$ 118,795
12.06 20" Wastewater Recycle Piping with Valves, and Recycle Meter	105.8	\$ 306,460	14.18	\$	47.26	\$ 144,833	38.56	\$ 118,171
12.07 Vault with 16" Venturi and Valves	105.8	\$ 884,612	14.18	\$	47.26	\$ 418,067	38.56	\$ 341,108
12.08 12" Suction Line, Drain Line and Potable Water Line with Valves	105.8	\$ 190,830	14.18	\$	47.26	\$ 90,186	38.56	\$ 73,584
12.09 8" Fire Water Line, Double Check Valves	105.8	\$ 740,680	14.18	\$	47.26	\$ 350,045	38.56	\$ 285,606
12.09 Additional Piping and Appurtenances	105.8	\$						
13.0 Wastewater Lift Station								
13.01 Wastewater Lift Station Wet Well, 480VAC Utility Service	105.8	\$ 151,209	14.18	\$	47.26	\$ 71,461	38.56	\$ 58,308
13.02 2 Submersible Motors, Force Main, Piping, Valves and Relocation	43	\$ 484,353	26.87	\$	46.67	\$ 226,031	26.87	\$ 129,161
14.0 OVI / SIB								
14.01 Rock Berm, Silt Fence, Tree Protection, Seeding and Topsoil	105.8	\$ 48,516	14.18	\$	47.26	\$ 22,929	38.56	\$ 18,708
14.02 Water Quality Pond	105.8	\$ 444,732	14.18	\$	47.26	\$ 210,180	38.56	\$ 171,488
14.03 Roads - 2' IMC with 10 Bases, Concrete Pavement	105.8	\$ 1,775,735	14.18	\$	47.26	\$ 841,103	38.56	\$ 686,266
14.04 8' Coated Chain Link Fence, 6' Concrete Fence and Gates	105.8	\$ 492,521	14.18	\$	47.26	\$ 218,587	38.56	\$ 178,348
14.05 Landscaping and Irrigation with Lines and Sprinklers	105.8	\$ 388,938	14.18	\$	47.26	\$ 183,812	38.56	\$ 149,974
14.06 Yard Electrical	105.8	\$ 3,589,982	14.18	\$	47.26	\$ 1,687,173	38.56	\$ 1,376,585
Total Construction Cost		\$ 47,929,935		\$	47.26	\$ 22,555,074		\$ 18,545,026
Cost Allocation Percentages - Construction Only								
Construction		\$ 47,929,935		\$	47.26	\$ 22,555,074		\$ 18,545,026
Contingency		\$ 4,884,661		\$	47.26	\$ 2,289,233		\$ 1,879,242
O & M Manual		\$ 523,975		\$	47.26	\$ 246,574		\$ 160,872
REGIONAL WWP SUBTOTAL		\$ 62,570,093		\$ 11,184,735	\$ 23,460,761	\$ 47.88%		\$ 21,924,623
Cost Allocation Percentages								
TRANSMISSION WATER LINES								
Segment 1								
Preliminary Engineering	105.8	\$ 211,215	14.18	\$	47.26	\$ 99,820	38.56	\$ 81,445
Final Engineering	105.8	\$ 1,173,931	14.18	\$	47.26	\$ 554,800	38.56	\$ 452,668
Exemptions	105.8	\$ 250,000	14.18	\$	47.26	\$ 118,150	38.56	\$ 96,400
Construction	105.8	\$ 8,134,941	14.18	\$	47.26	\$ 3,844,573	38.56	\$ 3,136,883
Contingency	105.8	\$ 1,633,254	14.18	\$	47.26	\$ 771,878	38.56	\$ 629,783
Total Construction (includes Construction plus Contingency)	105.8	\$ 9,785,195	14.18	\$	47.26	\$ 4,618,449	38.56	\$ 3,766,616
Construction Phase Services	105.8	\$ 359,316	14.18	\$	47.26	\$ 169,813	38.56	\$ 138,552
SEGMENT 1 SUB-TOTAL		\$ 11,762,657		\$ 1,667,345	\$ 5,559,032	\$ 47.26%		\$ 4,535,681
Cost Allocation Percentages								
SEGMENT 2A								
Transmission Water Line, Segment 2A, construction & complete. Cost allocations based on Interim Agreement Regarding Construction of Regional Water Line dated March 2000 and amended April 2000.	105.8	\$ 55,971	3.90	\$	2.183	\$ 46,34	49.76	\$ 27,881
Engineering/Project Management/Inspection/Administration	105.8	\$	14.18	\$	47.26	\$	38.56	\$
Exemptions	105.8	\$ 858,980	14.18	\$	47.26	\$ 405,954	38.56	\$ 331,223
Construction - Cedar Park Additional Connection Payment		\$ 38,690		\$	38,690			
Construction - Leander Additional Valve Payment		\$ 22,207		\$	22,207			
SEGMENT 2A SUB-TOTAL		\$ 975,848		\$ 162,676	\$ 454,958	\$ 46.53%		\$ 359,074
Cost Allocation Percentages								
SEGMENT 2B								
Transmission Water Line, Segment 2B, construction & complete. Cost allocations based on Interim Agreement Regarding Construction of Regional Water Line dated March 2000 and amended April 2000.	78.8	\$ 754,029	0	\$	48.22	\$ 363,593	51.78	\$ 390,436
Engineering/Project Management/Inspection/Administration	78.8	\$	0	\$	48.22	\$	51.78	\$
Exemptions	78.8	\$ 8,676,440	0	\$	48.22	\$ 4,184,744	51.78	\$ 4,493,696
Construction	78.8	\$		\$				
SEGMENT 2B SUB-TOTAL		\$ 9,432,469		\$	\$ 4,548,337	\$ 48.84%		\$ 4,884,132

EXHIBIT G

OPERATIONS AND MAINTENANCE EXPENSE ALLOCATION

Item	Non-Operating Expenses Column 1	Fixed Operating Expenses Column 2	Variable Operating Expenses Column 3
Insurance	100%		
Gen Manager & Board Admin Services	100%		
Capital Outlay	100%		
Office Equipment	100%		
Treatment System Buildings & Facility Maintenance	100%		
Raw Water System Buildings & Facility Maintenance	100%		
Plant Utility Services	100%		
TCEQ Administration Fee	100%		
Safety Equipment	100%		
Treated/Raw Transmission Lines & Delivery Points Maintenance & Repairs	100%		
Audit/Investment/Banking Fees	100%		
Legal Services	100%		
Computers/Radios Maintenance & Equipment	33%	67%	
SCADA Maintenance	33%	67%	
Communications/Phone services	33%	67%	
Intake Barge Repairs & Maintenance	33%	67%	
Accounting/Finance/Personnel Services	33%	67%	
Plant Superintendent & Chief Operator		100%	
Admin Assistant - Operations		100%	
Small Tools and Equipment		100%	
General/Office Supplies		100%	
Miscellaneous Expenses		100%	
Plant Operators		100%	
Maintenance Technician		100%	
Vehicles Repairs and Maintenance		100%	
Contract Services		100%	
Laboratory Supplies		100%	
Fuel and Oil		100%	
Janitorial		100%	
Treatment Plant Equipment Repairs, Maintenance & Supplies		100%	
Raw Water System Equipment Repairs, Maintenance & Supplies (excluding buildings and related facilities)		100%	
Training, Meetings and Travel		100%	
License and Memberships		100%	
Uniforms		100%	
Power-Pumping Treatment Plant			100%
Power-Pumping Raw Water			100%
Treatment Plant Chemicals			100%
Raw Water Treatment Chemicals			100%
Sludge Disposal			100%

BYLAWS

OF THE

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

April 23, 2025

TABLE OF CONTENTS

ARTICLE I PURPOSES AND PROHIBITIONS.....	1
Section 1.01 General Purpose	1
Section 1.02 Primary Purpose.....	2
Section 1.03 Prohibitions	2
ARTICLE II BOARD OF DIRECTORS AND MEETINGS	3
Section 2.01 Number of Directors	3
Section 2.02 Classes and Qualifications of Directors.....	3
Section 2.03 Term of Directors.....	3
Section 2.04 Failure to Maintain Qualifications of Directors	4
Section 2.05 Resignation or Removal.....	4
Section 2.06 Meeting of Directors	4
Section 2.07 Regular Meetings	5
Section 2.08 Special and Emergency Meetings.....	5
Section 2.09 Quorum	5
Section 2.10 Voting	5
Section 2.11 Conduct of Business	6
Section 2.12 Compensation of Directors; Reimbursement for Expenses.....	6
ARTICLE III OFFICERS.....	6
Section 3.01 Titles and Term of Office	6
Section 3.02 Selection of Officers	7
Section 3.03 Powers and Duties of the President	7
Section 3.04 Powers and Duties of the Vice-President	7
Section 3.05 Secretary	8
Section 3.06 Compensation	8
ARTICLE IV OPERATIONS COMMITTEE	8
Section 4.01 Composition of Operations Committee	8
Section 4.02 Responsibility of Operations Committee.....	9
Section 4.03 Operations Committee Recommendations	10

ARTICLE V GENERAL MANAGER AND GENERAL COUNSEL.....	10
Section 5.01 General Manager.....	10
Section 5.02 Compensation	10
Section 5.03 Term and Removal.....	11
Section 5.04 Powers and Duties	11
Section 5.05 General Counsel.....	11
ARTICLE VI FISCAL YEAR AND BUDGETS	12
Section 6.01 Fiscal Year	12
Section 6.02 Annual Budget	12
ARTICLE VII AMENDMENTS.....	12
Section 7.01 Amendments	12
ARTICLE III CONSENT OF CITY COUNCILS	13
Section 8.01 Council Consent.....	13
ARTICLE IX DISTRIBUTION OF NET INCOME	13
Section 9.01 Distribution of Net Income	13
ARTICLE X AUTHORITY TO CONTRACT	13
Section 10.01 Authority to Contract	14
ARTICLE XI MISCELLANEOUS PROVISIONS	15
Section 11.01 Seal.....	15
Section 11.02 Notice and Waiver of Notice	15
Section 11.03 Resignations.....	15
Section 11.04 Gender.....	15
Section 11.05 Appropriations and Grants.....	16
Section 11.06 Ethics	16

**BYLAWS
OF THE
BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.**

**ARTICLE I
PURPOSES AND PROHIBITIONS**

Section 1.01 General Purpose

(a) The Brushy Creek Regional Utility Authority, Inc. (the “Corporation”) is formed pursuant to the provisions of Subchapter D, Chapter 431, Texas Transportation Code (the “Act”) as it now or may hereafter be amended, which authorizes the Corporation to assist and act on behalf of the cities of Cedar Park, Leander, and Round Rock, (the “Cities”), to accomplish any governmental purpose of the Cities and to engage in activities in the furtherance of the purposes for its creation.

(b) Pursuant to the Act, the Corporation is created as a local governmental corporation and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

(c) The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions, now or hereafter, given by the general laws of the State of Texas to non-profit corporations incorporated under the Act including, without limitation, the Texas Non-Profit Corporation Act, Article 1396-1.01 et seq., Vernon’s Texas Civil Statutes.

(d) The Corporation shall have all other powers of a like, or different nature not prohibited by law which are available to non-profit corporations in Texas, and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

(e) The Corporation shall perform such other governmental functions and purposes of the Cities as may be determined from time to time by the Cities.

Section 1.02 Primary Purpose

The primary purpose of the Corporation to aid, assist, and act on behalf of the Cities in the performance of their governmental functions to promote the common good and general welfare of the Cities, including, without limitation, the financing, construction, acquisition, maintenance, and operation of regional utility systems including raw water transmission, treatment and distribution, wastewater collection and treatment, and water reuse systems, (the “System”)

Section 1.03 Prohibitions

The Corporation shall not undertake any of the following actions:

- 1) contract for or own any interest in raw surface or underground water;
- 2) provide or convey potable or raw water service to any customer;
- 3) take any action that would result in it being an “affected utility” as defined by Texas Water Code, Sections 13.1394 and/or 13.1395; and
- 4) accept compensation for supplying water to another person or entity for resale to the public for human consumption, and/or operate as a Wholesale Public Water Supplier as defined by TAC Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.1.

ARTICLE II BOARD OF DIRECTORS AND MEETINGS

Section 2.01. Number of Directors

All powers of the Corporation shall be vested in the Board of Directors (the “Board”). The Board shall consist of six (6) persons. Each City shall be represented by two (2) Directors appointed by the respective City Council. The number of Directors may subsequently be either increased or decreased in accordance with the provisions of Article VI of the Articles of Incorporation of the Corporation.

Section 2.02. Classes and Qualifications of Directors

- (a) There shall be two classes of Directors. One class is designated as the “Council Director,” and the other class is designated as the “Citizen Director.”
- (b) The Council of each City shall appoint either its Mayor or a Council member to be that city’s Council Director.
- (c) In addition, the Council of each City shall appoint a Citizen Director who shall possess at least one of the following qualifications, (i) the Mayor, (ii) a Council member, (iii) an employee of the City, or (iv) a resident of the City.
- (d) In the event a City appoints two of its City Council members as Directors, such City Council shall designate which of its appointees is the Council Director and which is the Citizen Director.

Section 2.03 Term of Directors

- (a) Except as provided in (b) below, the term of each appointed Director shall be two (2) years. Upon the expiration of the term of office of a Director, the City Council shall appoint a Director as stated above.
- (b) The terms of the Directors who hold office on the date these Bylaws are amended shall expire on June 30, 2026.

Section 2.04 Failure to Maintain Qualifications of Directors

- (a) When any Council Director ceases to hold his/her elected position as the Mayor or Council member of a City, said Council Director shall be deemed to have resigned as Council Director and the City Council of said City shall appoint a qualified replacement Council Director to fill the unexpired term.
- (b) When any Citizen Director ceases to hold at least one of the qualifications of a Citizen Director, as set forth in Section 2.02(c) said Citizen Director shall be deemed to have resigned as Citizen Director and the City Council of said City shall appoint a qualified replacement Citizen Director to fill the unexpired term.

Section 2.05 Resignation or Removal

- (a) Any Director may be removed at will by a majority vote of the City Council that made such appointment, and such City Council shall appoint a new qualified Director to complete the unexpired term.
- (b) In the event that a Director resigns, then such Director shall be considered removed from the Board and the appropriate City Council shall appoint new qualified Director to complete the unexpired term.

Section 2.06 Meetings of Directors

The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places as the Board may from time to time determine.

The Board shall meet in accordance with and file notices of each meeting of the Board as is required by Chapter 551, Government Code (the “Open Meetings Act”).

The Corporation, and the Board, are subject to Chapter 552, Government Code, and (the “Public Information Act”).

Section 2.07 Regular Meetings

Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by a resolution of the Board or as called by the General Manager.

Section 2.08 Special and Emergency Meetings

Special and emergency meetings of the Board shall be held whenever called by the President of the Board, by a majority of the Council Directors, or by the General Manager.

The General Manager shall give notice to all Directors of each special meeting at least seventy-two (72) hours before the meeting.

Section 2.09 Quorum

Four Directors, being a majority of the Board, shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation.

Section 2.10 Voting

Each City, acting through its Council Director, shall be entitled to one vote on each matter to come before the Board. In the absence of the Council Director at a meeting, the Citizen Director, if present, shall be entitled to vote and the vote of the Citizen Director of such City shall constitute the vote of the City. Except as provided below, the affirmative votes of at least two Cities present and voting at a meeting shall constitute a binding act of the Board.

The affirmative votes of all three Cities shall be required to approve the following matters:

- 1) The amendment of the Articles of Incorporation;
- 2) The amendment of these Bylaws; and
- 3) The addition of new members to the Corporation.

Section 2.11 Conduct of Business

- (a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in such order as the President, or a majority of the voting Directors may determine.
- (b) At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice-President shall preside. In the absence of the President and the Vice-President, the Secretary shall preside.
- (c) An employee of one of the Cities shall act as the administrative secretary of all meetings of the Board, but in the absence of such employee, the General Manager may appoint any person to act as secretary of the meeting.

Section 2.12 Compensation of Directors; Reimbursement for Expenses

Directors shall not receive any salary or compensation for their services as Directors. Directors shall be reimbursed for their actual expenses incurred in the performance of their duties as Directors.

ARTICLE III OFFICERS

Section 3.01 Titles and Term of Office

The officers of the Corporation shall be a President, a Vice-President, and a Secretary. The President shall also serve as Chairperson of the Board and the Vice-President shall serve as Vice-Chairperson of the Board. The Secretary shall attest to the President's or Vice-President's signature on all official documents of the Corporation. The term of the officers in place on the date of the adoption of these amended Bylaws shall expire on July 1, 2025. Thereafter, the term of office for each officer shall be one (1) year.

Section 3.02 Selection of Officers

Only the three Council Directors are eligible to serve as officers. It is the intent of the Cities that the officer duties be shared equally among the three Cities. Accordingly, the officers of the Board will rotate among the three Cities every year as set forth below:

<u>Year One</u>	<u>(July 1, 2024-June 30, 2025)</u>
President	Leander's Council Director
Vice-President	Cedar Park's Council Director
Secretary	Round Rock's Council Director

<u>Year Two</u>	<u>(July 1, 2025-June 30, 2026)</u>
President	Cedar Park's Council Director
Vice-President	Round Rock's Council Director
Secretary	Leander's Council Director

<u>Year Three</u>	<u>(July 1, 2026-June 30, 2027)</u>
President	Round Rock's Council Director
Vice-President	Leander's Council Director
Secretary	Cedar Park's Council Director

Thereafter, the officers shall continue to rotate among the three Cities on the same three-year cycle as set forth above.

Section 3.03 Powers and Duties of the President

The President shall be a Council Director of the Board and shall preside at all meetings of the Board. When authorized by the Board, the President shall sign and execute all resolutions, bonds, notes, deeds, conveyances, franchises, assignments, mortgages, contracts, and other documents in the name of the Corporation. The President shall have such other duties as are assigned by the Board. The President may call special and emergency meetings of the Board.

Section 3.04 Powers and Duties of the Vice-President

The Vice-President shall perform the duties and exercise the powers of the President upon the President's death, absence, disability, or resignation, or upon the President's inability to perform the duties of

his or her office. Any action taken by the Vice-President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken. The Vice-President shall have such other powers and duties as may be assigned to him or her by the Board.

Section 3.05 Secretary

The Secretary shall, subject to the limitations contained in the Articles of Incorporation, sign with the President in the name of the Corporation and/or attest the signatures thereof, all resolutions, contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; and, he or she shall, in general, perform all duties incident to the office of Secretary subject to the control of the Board. The Board shall have the discretion to delegate some or all of the Secretary's duties to one or more staff members of the Corporation or of the three Cities.

Section 3.06 Compensation

Officers are not entitled to compensation except as otherwise provided in Section 2.12 of these Bylaws.

ARTICLE IV OPERATIONS COMMITTEE

Section 4.01 Composition of Operations Committee

To assist the General Manager and the Board, there is hereby created an Operations Committee to be composed of the following:

- (a) Two representatives appointed by Cedar Park;
- (b) Two representatives appointed by Leander; and
- (c) Two representatives appointed by Round Rock.

Each City shall have one vote for decision-making purposes on the Operations Committee.

The City Manager of each City shall appoint two appropriate City staff members as the City's representatives to the Operations Committee and

shall notify the Board and the other Cities of such appointments. Each representative shall serve at the will of the City Manager who appointed such representative. Upon the death, resignation or revocation of the power of a City's representative, the City Manager of such City shall promptly appoint a new representative to the Operations Committee.

Section 4.02 Responsibility of Operations Committee

The Operations Committee shall represent the individual and collective interests of the Cities and shall consult with and advise the Board and the General Manager with regard to the following matters pertaining to the System:

- (a) The operation and maintenance of the System operated by the Corporation;
- (b) Review of the Annual Budget, prior to submission to the Board;
- (c) Review of the annual reports of the System;
- (d) Review proposals for the improvements to and expansions of the System;
- (e) Review and make suggestions regarding proposals submitted to the Board for engineering services related to the System;
- (f) Review bids or proposals received for construction of System components, and make recommendations for contract award;
- (g) Review invoices received for the construction of System components, and make recommendations for the allocation and payment of such invoices;
- (h) Make recommendations for professional services consultants, including, but not limited to, engineering and financial services;
- (i) Review and make recommendations regarding BCRUA personnel matters, such as recruitment, selection, compensation, training and disciplinary matters, as requested by the General Manager;
- (j) Review changes to the Engineering Reports;
- (k) Review cash flow projections and provide input as to the assumptions contained therein; and

- (l) Any other pertinent matters relating to the management and operation of the System.

Section 4.03 Operations Committee Recommendations

The Board shall not take any action with respect to any of the foregoing matters without a recommendation from the Operations Committee. The Operations Committee shall meet at regular intervals to review the progress of construction of the System and the ongoing operation of the System. The Operations Committee shall have access to and may inspect at any reasonable time all physical elements of the System and all records and accounts of BCRUA pertaining to the System. The Operations Committee shall be diligent, prompt, and timely in reviewing and commenting on matters submitted to it.

ARTICLE V GENERAL MANAGER AND GENERAL COUNSEL

Section 5.01 General Manager

The Board shall appoint the General Manager. The method of selection shall be left to the discretion of the Board so long as the method ensures orderly action toward securing a competent and qualified person to fill the position. The General Manager shall be chosen solely upon the basis of such person's executive and administrative training, experience and ability.

Section 5.02 Compensation

The General Manager shall receive compensation as may be fixed by the Board according to his or her experience, education, and training. The compensation shall be agreed upon before appointment with the understanding that the Board may periodically review and modify the compensation at its discretion.

Section 5.03 Term and Removal

The General Manager shall not be appointed for a definitive term but may be removed at the discretion of the Board. The action of the Board in suspending or removing the General Manager shall be final.

Section 5.04 Powers and Duties

The General Manager shall be the Chief Administrative Officer of the Corporation, and shall be responsible to the Board for the proper administration of all the affairs of the Corporation and to that end shall have the power and shall be required to:

- (a) appoint, suspend or remove all or any one of the employees of the Corporation;
- (b) attend all meetings of the Board, and shall have the right to take part in the discussions;
- (c) prepare the Annual Budget and submit it to the Board and be responsible for its administration after its adoption;
- (d) prepare and submit to the Board at the end of the fiscal year a complete report on the finances of the Corporation for the preceding year;
- (e) keep the Board advised of the financial condition and future needs of the Corporation and make such recommendations as may seem advisable;
- (f) perform such other duties as may be prescribed by these Bylaws, or required by the Board, as consistent with these Bylaws.

Section 5.05 General Counsel

The Board shall designate a competent and duly licensed attorney practicing law in the state of Texas, who shall be the General Counsel. The General Counsel may be an attorney that represents one of the Cities. The General Counsel shall hold office at the pleasure of the

Board. The General Counsel shall be the legal advisor of, and attorney and counsel for the Board and the General Manager.

The Board may designate one or more Assistant General Counsels.

ARTICLE VI FISCAL YEAR AND BUDGETS

Section 6.01 Fiscal Year

The fiscal year of the Corporation shall commence on October 1st of each year and end on September 30th of the following year.

Section 6.02 Annual Budget

At least sixty (60) days prior to October 1st of each year, the Board shall prepare and adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year, such budget referred to herein as the “BCRUA Annual Budget.” The BCRUA Annual Budget shall include an Operating Expense Budget, a Capital Improvements Budget, and a Debt Service Budget. The Annual Budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Councils. The BCRUA Annual Budget proposed for adoption shall include the projected expenses, and such other budgetary information as shall be required by the City Councils for their approval and adoption. The BCRUA Annual Budget shall be considered adopted upon formal approval of all three City Councils. Should any of the City Councils take no final action on or before October 1st, the proposed BCRUA Annual Operating Budget shall be deemed to have been finally adopted by such City Council.

ARTICLE VII AMENDMENTS

Section 7.01 Amendments

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of all the Council Directors (or in the absence of a Council Director, the vote of the Citizen Director) at any annual or regular meeting, or at any special meeting if notice of the proposed

amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by all three City Councils to be effective.

ARTICLE VIII CONSENT OF CITY COUNCILS

Section 8.01 Council Consent

To the extent that these Bylaws refer to approval by the Cities or refer to advice and consent by the Cities, such approval or advice and consent shall be evidenced by a certified copy of a resolution or other official action duly adopted by each of the City Councils. There shall be no implied consent, obligation or liability to the Cities by any action of the Corporation.

ARTICLE IX DISTRIBUTION OF NET INCOME

Section 9.01 Distribution of Net Income

Unless otherwise determined by the City Councils in accordance with the provisions of Section 431.107 of the Transportation Code, any income earned by the Corporation after payment of reasonable expenses, debt, and the establishment of a reserve sufficient to cover estimated expenditures for future activities, shall either be retained by the Corporation or distributed to the Cities in an equitable manner to be determined by the three City Councils taking into consideration the relative use of the Facilities and the initial capital investments of the respective Cities. In the event that the Facilities cease to operate, the three City Councils may either direct that (a) the Corporation retain such income, but only in such a manner so as to ensure compliance with all then applicable federal tax law relating to the Corporation and its non-profit status, or (b) the Cities receive any such income earned by the Corporation in an equitable manner determined by the three City Councils as set forth above.

ARTICLE X AUTHORITY TO CONTRACT

Section 10.01 Authority to Contract

- (a) Except as provided below, the Board may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy making functions in discharging the duties herein set forth. The Board may contract with one or more of the Cities to utilize the services of staff and employees of the respective Cities.
- (b) All contracts or expenditures that provide for the expenditure of \$500,000, or more, must be approved by all three (3) City Councils, unless such contracts or expenditures are included in the BCRUA Annual Budget, or otherwise have been previously approved by all three (3) City Councils.
- (c) The Board may by resolution give the General Manager general authority to execute contracts, change orders, quantity adjustments and/or to otherwise authorize the expenditure of funds, so long as such authority is otherwise in compliance with the terms and provisions of the Articles of Incorporation, these Bylaws and state law. In addition to the foregoing, the General Manager shall have the authority to execute on behalf of the Corporation standard form documents, including but not limited to deeds, releases of liens, rental agreements, easements, right-of-way agreements, and similar documents under the following conditions:
 - (1) The execution of the document is necessary to carry out a project, program or policy that has been approved by the Board and/or the Cities;

(2) All blanks are filled in correctly and such document is consistent with the objectives approved by the Board and/or the Cities; and

(3) The form of such document shall be approved by the Board's General Counsel or one or more of the attorneys for the Cities.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.01 Seal

The seal of the Corporation shall be such as from time to time may be approved by the Board.

Section 11.02 Notice and Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 11.03 Resignations

Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 11.04 Gender

References herein to the masculine gender shall also refer to the feminine in all appropriate cases, and vice versa.

Section 11.05 Appropriations and Grants

The Corporation shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, or from any other source.

Section 11.06 Ethics

The Directors shall comply with Chapter 171, of the Texas Local Government Code related to conflicts of interest. The Directors shall also comply with any ethics ordinances adopted by the city councils that appointed them to the Board of Directors.

Approved and adopted by a unanimous vote of the Brushy Creek Regional Utility Authority Board of Directors this 23rd day of April, 2025.


Na'Cole Thompson, President

Attest: 
Rene Flores, Board Secretary

Approved by the Cedar Park City Council to be effective the 23rd day of April, 2025.

Jim Penniman-Morin, Mayor

Attest: _____
LeAnn Quinn, City Secretary

Approved by the Leander City Council to be effective the 23rd day of April, 2025.

Christine DeLisle, Mayor

Attest: _____
Dara Crabtree, City Secretary

Approved by the Round Rock City Council to be effective the 23rd day of April, 2025.

Craig Morgan, Mayor

Attest:

Ann Franklin, City Clerk



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Approval of Brushy Creek Regional Utility Authority (BCRUA) Resolution authorizing the BCRUA president to execute Supplemental Contract No. 4 with Walker Partners in the amount of \$8,009,777.00 for the bid and construction phase services for the BCRUA Phase 2A for a new contract amount of \$11,586,365.00.

BACKGROUND:

In September 2023, the Brushy Creek Regional Utility Authority (BCRUA) Board approved the initial agreement for planning-level engineering with Walker Partners for the Phase 2A plant expansion project, which led to Supplemental Contract No. 1 for final engineering services in March 2024, followed by Supplemental Contract 2 and Supplemental Contract 3 which were relatively minor additions to the final engineering contract. The current total contract is \$3,576,588.

Supplemental Contract No. 4 is in the amount of \$8,009,777 and is to provide bid and construction phase services as well as SCADA system standardization for the Phase 2A Water Treatment Plant Expansion Project. The cost will be split between the Cities of Leander and Round Rock with Leander's obligation of 52.4% or \$4,197,123.15. The Project increases the treatment capacity of the BCRUA Water Treatment Plant from approximately 42 million gallons per day to approximately 64 million gallons per day, of which Leander will receive approximately 11.5 million gallons per day of additional treatment capacity. Funding for this contract is included in Leander's 2025 State Water Implementation Fund (SWIFT) loan through the Texas Water Development Board.

Bidding documents are currently under regulatory review, and it is anticipated that the Bid and Award process will go from May 2025 to August 2025 with construction beginning in September 2025 and completing in Spring of 2028.

HISTORY/TIMELINE:

September 27, 2023 - Execution of contract for the planning level evaluation of the BCRUA Phase 2A Water Treatment Plant Expansion project in the amount of \$198,895.00

March 27, 2024 - Execution of Supplemental Contract No. 1 for engineering services for final design of BCRUA Phase 2A Water Treatment Plant Expansion in the amount of \$3,124,207.00 to a total of \$3,323,102.00.

October 23, 2024 - Execution of Supplemental Contract No. 2 for network and SCADA improvements to address cybersecurity and perform a drainage study required for permitting of BCRUA Phase 2A Water Treatment Plant Expansion in the amount of \$238,042.00 to a total of \$3,561,144.00.

February 14, 2025 - Execution of Supplemental Contract No. 3 for additional design services to expand the disinfection basin to the full build out in order to prevent future shutdowns of BCRUA Water Treatment Plant in the amount of \$15,444.00 to a total of \$3,576,588.00.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Gina M. Ellison, PE

Executive Director of Public Works

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$4,197,123.15
<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>	State Water Implementation Fund (SWIFT) Loan

Attachments:

1. BCRUA Phase 2A Supplemental Amendment No. 4 - Executed
2. Form 1295 Ph2A SC No. 4



**SUPPLEMENTAL CONTRACT NO. 4
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: WALKER PARTNERS ("Engineer")
ADDRESS: 6504 Bridge Point Parkway, Suite 200, Austin, TX 78730
PROJECT: Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion

This Supplemental Contract No. 4 to Contract for Engineering Services is made by and between the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., hereinafter called "BCRUA" and Walker Partners, hereinafter called the "Engineer."

WHEREAS, the BCRUA and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract," on the 27th day of September, 2023 for the Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion Project in the amount of \$198,895.00; and

WHEREAS, the BCRUA and Engineer executed Supplemental Contract No. 1 on March 27, 2024 to amend the scope of services and to increase the compensation by \$3,124,207.00 to a total of \$3,323,102.00; and

WHEREAS, the BCRUA and Engineer executed Supplemental Contract No. 2 on October 23, 2024 to amend the scope of services and to increase the compensation by \$238,042.00 to a total of \$3,561,144.00; and

WHEREAS, the BCRUA and Engineer executed Supplemental Contract No. 3 on February 14, 2025 to amend the scope of services and to increase the compensation by \$15,444.00 to a total of \$3,576,588.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$8,009,777.00 to a total of \$11,586,365.00;

NOW THEREFORE, premises considered, BCRUA and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B. Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

BCRUA-2025-012
Supplemental Contract
0140 4634-66; 4923-7058-9494

Rev. 03/2011
215829

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$8,009,777.00 the lump sum amount payable under the Contract for a total of \$11,586,365.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, BCRUA and the Engineer have executed this Supplemental Contract in duplicate.

WALKER PARTNERS

By: 

Aaron Archer - Vice President

04/17/25
Date

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____

Na'cole Thompson
Na'cole Thompson, BCRUA President

Date _____

4-23-25

APPROVED AS TO FORM:

By: _____

Stephan L. Sheets
Stephan L. Sheets, BCRUA Attorney

ADDENDUM TO EXHIBIT B ENGINEERING SERVICES

GENERAL

The purposes of Supplemental Amendment No. 4 are to provide SCADA system standardization, bid phase services, and construction phase services for the Phase 2A Water Treatment Plant (WTP) Expansion Project. The Project increases the treatment capacity of the Owner WTP from approximately 42 million gallons per day (MGD) to approximately 64 MGD.

Upon Notice to Proceed, the Engineer shall develop SCADA HMI and PLC standards that will be used by the Phase 2 Raw Water Delivery System and Phase 2A WTP Expansion contractors, as well as future capital improvement projects, to standardize a consistent look, operation, and functionality of the SCADA system for all BCRUA infrastructure. The SCADA standardization will include the development of standard code blocks and objects, tagging guidelines, startup requirements and procedures for working on the BCRUA SCADA system.

Bid Phase Services will begin upon completion of the design services and the first advertisement for bid of the project and will be considered completed upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

Construction Phase Services shall commence with issuance of Notice-to-Proceed to the selected Contractor and will terminate upon completion of final project close-out with Texas Water Development Board (TWDB). Engineer shall be entitled to an equitable increase in compensation if Construction Phase Services are required after the original date for final completion of the Work as set forth in the construction Contract.

Engineer shall furnish two full-time (45 hours per week) Resident Project Representatives (RPRs) and a part-time RPR during commissioning and startup activities. RPRs shall assist in observing progress and quality of the Work, including field checks of materials and installed equipment and providing oversight for Construction Phase Services to provide further protection for Owner against defects and deficiencies in the Work. RPR is an authorized representative of the Engineer and will act as directed by and under the supervision of the Engineer. As used herein, the term Engineer includes the RPR and any assistants or field staff.

Engineer (including RPR) shall not supervise, direct, or have control over the Work or have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by the Contractor, for security or safety at the work sites, for safety precautions and programs incident to the Work or any Contractor's work in progress, for the coordination of the Contractor's work or schedules, or for any failure of the Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Contract Documents.

Owner shall provide an office at the WTP for daily use by RPR. RPR shall provide full-time day-shift visual observation of materials, equipment, and construction work to ascertain that the work is

performed in substantial conformance with the contract documents and the design intent. Overtime work (i.e., work at times other than during regular working hours stipulated in Section 00700, General Conditions) shall be provided as an additional service. Should Contractor choose to work at times other than during regular working hours stipulated in the General Conditions, Contractor shall bear the cost of all additional overtime work performed by the Engineer as detailed in the specifications.

BASIC SCOPE OF SERVICES

Task 1.0 - Project Management

- 1.1 Construction Management Plan (CMP). Develop and document the following plans and procedures to coordinate administration of the contract: team communication, quality management, risk management, health and safety, document control, change management, standard operating procedures, protocols and forms, and cost and schedule control.
- 1.2 Project Administration.
 - 1.2.1 Manage and coordinate staff resources, subconsultants, and project planning. Conduct weekly team coordination meetings in person or by teleconference.
 - 1.2.2 Prepare monthly invoices and project progress reports.
 - 1.2.3 Implement an electronic files management system using FNI Manager and Microsoft Office 365 Sharepoint platforms for document control and document sharing. Host and maintain the sites and provide access and training to others as required.
- 1.3 Attend monthly BCRUA Board meetings and provide status update on project schedule and financial status.

Task 2.0 - Bidding Phase. Assist Owner in advertising, obtaining, and evaluating proposals for the Work. Prequalifying prime contractors and subcontractors is not included in this effort.

- 2.1 Assist Owner in advertising for and obtaining proposals for the Work and, where applicable, maintain a record of prospective proposers to whom Bidding Documents have been issued, conduct one pre-Proposal conference, and attend one site visit. Owner shall pay for advertisement of the Work and make the Contract Documents available on CIVCAST.
- 2.2 Respond to Proposer questions. Issue Addenda as appropriate to clarify, correct, or modify the Bidding Documents.
- 2.3 Evaluate and determine the acceptability of "or equals" and substitution of materials and equipment proposed by prospective proposers, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of the Contract for the Work.
- 2.4 Attend the Proposal opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals. Review the information in the proposals and advise Owner regarding the interpretation of the information provided as it relates to the selection criteria. Provide reference checks on key personnel from the information provided in the proposal and

- review the qualifications of key personnel offered. Report findings of the review of proposals and investigations to the Owner's selection committee. Facilitate scoring of proposals by the selection committee and assist in determining which proposal appears to provide the best value to the Owner based on proposals received.
- 2.5 Prepare conformed bidding documents. Incorporate addenda modifications into the drawings and specifications. Assist Owner in assembling the final Contract for the Work for execution by Owner and successful Proposer. Prepare stamped Engineer's recommendation of award letter and bid tabulation analysis. Furnish up to ten printed copies of the conformed bidding documents, four of which shall be provided to the Contractor.
 - 2.6 Attend Owner Board and individual City council meetings to present a recommendation of award of the construction contract.
 - 2.7 Submit advertisement, all addenda, bid tabulation, Engineer's recommendation of award letter and associated proposal to Texas Water Development Board (TWDB) to allow for contingent award of Contract.
 - 2.8 Consult with Owner to review contractor's certificates of insurance and other required pre-NTP submittals for conformance with the requirements of the contract documents. Submit executed contract documents and contractor's certificates of insurance to TWDB to receive authorization to issue Notice-to-Proceed to the successful Proposer.
 - 2.9 Assist Owner in selection of an independent testing laboratory to perform required construction materials testing services.

Task 3.0 - Construction Administration and Observation

- 3.1 *General Administration of Construction Contract.* Consult with Owner and act as Owner's representative as provided in the General Conditions. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the General Conditions, except as otherwise provided in writing.
- 3.2 *Pre-Construction Conferences.* Facilitate a Pre-Construction Conference prior to commencement of Work at the Site. It is anticipated that up to five additional pre-construction conferences will be required for specific work items as required by the Technical Specifications.
- 3.3 *Schedules.* Receive, review, and determine the acceptability of all schedules that Contractor is required to submit to Engineer, including the Progress Schedules, Schedules of Submittals, and Schedules of Values.
- 3.4 *Survey.* As appropriate, establish baselines and benchmarks for locating the Work, which in Engineer's judgment are necessary to enable Contractors to proceed.
- 3.5 *Daily Field Reports.* Summarize daily construction activities in a daily field report and submit to Owner. Daily field reports shall allow for the complete description and documentation of

the weather conditions, work force, activities, production, safety observations, quality control activities, work in progress and accomplished, materials testing performed, and the identification and monitoring of any deviations. The daily reports shall assist Owner and Engineer with troubleshooting problems and serve as a comprehensive report of all issues encountered on the project and how they were corrected. Photo documentation shall also be kept and made available as part of the Project documentation.

- 3.6 *Observation of Construction.* Observe, as an experienced and qualified professional, the progress and quality of Contractor's executed Work. Construction observation is not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. The purpose of Engineer's visits and observations are to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as indicated in the Contract Documents.

3.6.1 Service of a specialty code compliance inspection firm will be utilized to inspect the Contractor's work for compliance with applicable building and fire codes for the Project.

- 3.7 *Project Meetings.* Attend and maintain active involvement in project related meetings excluding Contractor safety meetings. Types of meetings include construction progress, on-site troubleshooting, resolution, contractor weekly coordination, special review, public involvement, close-out meetings. It is anticipated that there will be bi-monthly progress meetings. Prepare meeting minutes and retain the minutes as part of the Project documentation.

- 3.8 *Construction Deviations, Deficiencies, and Non-Conforming Work.*

3.8.1 Identify and record any observed construction deviations and deficiencies including any Work that is not defective under the terms and standards set forth in the Contract Document but is nonetheless not compatible with the design concept of the completed Project as a functioning whole. Notify Owner and Engineer, monitor the issue, and provide documentation until it is addressed and/or resolved. Provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Contract Documents. Record noted deficiency and actions taken in daily field reports. Any stop-work orders or other penalties related to the noted deficiency may be initiated by Owner or Engineer.

- 3.8.2 Engineer will have the authority to reject Contractor's Work while it is in progress if, on the basis of Engineer's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. However, neither Engineer's authority to reject Work nor Engineer's decision to exercise or not exercise such authority shall give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
- 3.9 *Design Conflicts.* Summarize and present any design conflicts determined by Contractor or RPR for Owner review and action. Assist Owner by providing an opinion of appropriate action and prepare the necessary documents to initiate action and record the changes.
- 3.10 *Clarifications and Interpretations; Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Engineer will respond to appropriate Requests for Information (RFIs) from the Contractor. Engineer may issue Field Orders authorizing minor variations in the Work from the requirements of the Contract Documents that do not result in modifications to Contract Time or Price. Engineer shall issue up to 370 clarifications and interpretations in the form of RFI responses and Field Orders.
- 3.11 *Change Orders and Work Change Directives.* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required (total of 35).
- 3.12 *Shop Drawings, Submittals and Samples.* Review and accept or take other appropriate action in respect to Shop Drawings, Submittals and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and acceptance or other action will not relieve the Contractor of sole responsibility for means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted. Engineer shall review up to 630 Shop Drawings and Samples, which assumes a 75% re-submittal rate.
- 3.13 *Substitutes and "or equal".* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor (total of 35).
- 3.14 *Inspections and Tests.* Require such special inspections, construction materials testing, field testing, or witnessed factory acceptance testing of Contractor's work as deemed reasonably necessary. Owner shall contract with the materials testing firm directly.

- 3.14.1 Assist in scheduling of construction materials testing with the approved independent testing laboratory on behalf of Owner or the Contractor as required in the contract documents. Observe testing and review testing results. Notify all parties immediately of test results that do not meet the minimum requirements of the contract specifications. A copy of the test results shall be retained as part of the Project documentation.
- 3.14.2 Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- 3.14.3 Assist with certification of pay requests by the Owner contracted materials testing firm.
- 3.14.4 Witness factory acceptance testing (FAT) of instrumentation and control system components prior to installation on the job site.
- 3.14.5 Witness factory testing of the finished water booster pump.
- 3.15 *Project Documentation and Records.* As described herein, copies of all relevant Project documentation shall be compiled and retained in an orderly fashion. Types of documentation anticipated include, but are not limited to, construction contract, daily field reports, photographs, submittals, RFIs, change orders, notifications and other project correspondence. Make Project records available to Owner upon request for Owner's review, audit and/or examination at Owner's cost and expense.
- 3.16 *Disagreements between Owner and Contractor.* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing recommend to Owner either to deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith and while applying sound engineering practices in such capacity.
- 3.17 *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - 3.17.1 Determine the amounts that Engineer recommends Contractor be paid. Coordinate with Contractor for correction of any erroneous pay items before the pay application is approved and submitted to Owner. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such

Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- 3.17.2 By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
- 3.17.3 Engineer shall review and recommend payments for up to 48 Contractor applications for payment which assumes a 40% resubmittal rate.
- 3.18 *Certificates, Operation and Maintenance Manuals.* Verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work. Engineer shall receive, review, approve and transmit up to 80 operation and maintenance (O&M) manuals , which assumes a 50% re-submittal rate.
- 3.19 *Welding and Coating.*
- 3.19.1 QC Welding and Coatings Submittal Review. Provide oversight by an Engineering Technician, AWS QC1 Certified Welding Inspector, NDE Level III Certified individual to review submittals. Review of welding and procedures is to be in accordance with ASME BPVC Section IX and AWS D1.1/D1.1M as applicable. Review Welding

Qualification Record of welders (WQR), Welding Procedure Qualifications Records (WPQR), Welding Procedure Specification (WPS), and coatings submittals.

- 3.19.2 Conduct on-site visits to provide quality assurance surveillance and observe the progress and quality of the executed work in accordance with the applicable welding code of AWS D1.1 and ASME Section IX to protect the Owner from defect and deficiencies in the Work. The Contractor is responsible for the actual supervision of construction operations and for safety measures.
- 3.19.3 Provide oversight by an Engineering Technician, AWS Certified Welding Inspector and NACE Certified Coating Inspector for the field welding of steel water transmission line improvements. The objective of this project is to provide quality assurance surveillance of pipe joint fit-up and welding during the welding of the steel pipe. Visual observation visits will be strategic and as the construction schedule requires. A final technical report with documentation of the submittal reviews, observation results and photographs of the construction progress will be provided at the end of the project.
- 3.19.4 Welding, Fabrication, and Erection Inspections. Provide the following services during welding and coating. The Contractor shall provide safe access to all areas for observations during construction. OSHA approved access will be necessary for the complete access of the pipeline.
 - 3.19.4.1 Verify proper welding electrodes and electrode storage are used.
 - 3.19.4.2 Perform visual testing to verify compliance with contract specifications.
 - 3.19.4.3 Pre-surface preparation inspection.
 - 3.19.4.4 Measurement of ambient conditions.
 - 3.19.4.5 Evaluation of compressor and surface preparation equipment.
 - 3.19.4.6 Determination of surface preparation cleanliness and profile.
 - 3.19.4.7 Inspection of application equipment.
 - 3.19.4.8 Witnessing coating mixing.
 - 3.19.4.9 Inspecting coating application.
 - 3.19.4.10 Determination of dry film thickness.
 - 3.19.4.11 Evaluating cleanliness between coats.
 - 3.19.4.12 Evaluate cure.

3.20 *Commissioning and Startup (C&SU).*

3.20.1 Pre-Commissioning

- 3.20.1.1 Submittal Reviews. Review Contractor-provided, approved submittals and Operations and Maintenance (O&M) manuals for the purpose of developing the Verification Checklists (VCs) and Functional and Performance Test Packages (FAPTPs).
- 3.20.1.2 Modify/Update C&SU Plan and Schedule. Modify the overall commissioning and startup plan and schedule to account for scopes of work developed/modified via addenda. The Commissioning and Startup

Plan and Schedule will be the guiding document, intended to be utilized by the project team, to understand the recommended approach to transitioning the project from construction to operations with a fully trained operations and maintenance staff.

3.20.1.3 Review Technical Specifications, Submittals, and O&Ms. Commissioning and Startup Team will review specifications, submittals, and O&Ms for the FAPTP Development.

3.20.1.4 Develop Verification Checklists and Functional and Performance Test Packages. Develop Verification Checklists (VCs) and Functional and Performance Test Packages (FAPTPs) for each of the unit process systems identified in the C&SU Plan. The VCs and FAPTPs shall encompass all required testing for each identified system and include step-by-step procedures and placeholders for data collection and signoff, such that the Contractor may utilize the documents to complete testing activities and document the results. The completed VCs and FAPTPs will be used to demonstrate compliance with the Contract requirements as they pertain to equipment testing and startup, document each system's readiness to be placed in service, and provide baseline operations data for major equipment. Equipment submittals, preliminary and final O&M manuals, vendor startup checklists, and other relevant submittals will be reviewed as needed to facilitate the development of the VCs and FAPTPs.

3.20.2 Commissioning Oversight and Coordination

3.20.2.1 Commissioning Oversight. Oversee, and witness field activities related to commissioning and startup to ensure equipment, instrumentation, and components are tested per the Contract requirements, including witnessing the SCADA Contractor's Software Acceptance Test (SAT), overseeing the implementation of each VC and FAPTP, and overseeing startup and the Functional Demonstration Test (FDT).

3.20.2.2 Coordination for Vendor Provided Training. Create and maintain a log for tracking vendor provided training.

3.20.2.3 Develop and Update Issues Log. Create and manage a Field Action Items Log Issues which will serve as the tool identifying items found during testing that need resolution.

3.20.2.4 Functional Demonstration Test – Provide commissioning and startup support for the functional demonstration test.

3.21 *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner, Engineer and Contractor, conduct an inspection to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and

Contractor. Engineer shall attach to the certificate a punch list of items to be completed or corrected by the Contractor before final payment.

- 3.22 *Contractor's Completion Documents.* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.
- 3.23 *Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice that the Work is acceptable to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- 3.24 *Record Drawings.* Review and compile as-recorded drawings as received from Contractor and produce as-recorded drawings for the Owner. Upon receipt of as-built or record documents from Contractor, which have been determined by Engineer to be comprehensive and generally accurate, Engineer shall produce as-recorded drawings for the Owner's use within sixty (60) days. Engineer cannot and does not warrant the accuracy of as-built or record information provided by Contractor.
- 3.25 *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any of the Work. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.
- 3.26 *Project Close-Out.* Verify weekly that the Contractors are preparing and maintaining record documents in accordance with the Contract. Participate in site visits regarding Substantial Completion. Support Owner and Engineer in compiling a work list of known punch-list items. Observe whether items on the punch list have been completed or corrected and coordinate and attend a punch list walk-through. Assist Owner in compiling and confirming that all required project close-out documentation has been received and make recommendations concerning acceptance.
- 3.27 *TWDB Project Close-out Procedures.* Coordinate with TWDB to conduct a final inspection of the Project and submit close-out documents including a final change order, if any, final pay application, affidavit from Contractor that all bills have been paid, certificate from Engineer that work is completed in accordance with the Contract Documents, written resolution of acceptance of the Project by Owner, notification of the beginning date for the warranty period, and confirmation that record drawings have been received from the Contractor.
- 3.28 *Texas Commission on Environmental Quality (TCEQ).* Submit notification of project completion attesting to the fact that the Work has been completed in accordance with the plans on file with TCEQ.

- 3.29 *City of Cedar Park Close-out Procedures.* Coordinate engineer's concurrence letter and record drawings with City of Cedar Park Engineering Department for Certificate of Occupancy and project site improvements acceptance.

Task 4.0 - SCADA and PLC Standards Development

- 4.1 *Data Acquisition* – Engineer will perform a site visit to collect PLC programming and backup of Ignition HMI.
- 4.2 *Program Organization SCADA and PLC Standards Demonstration* -
- 4.2.1 Engineer will conduct an onsite meeting with the Phase 2A SCADA integrator/contractor to review standards and User Defined Data Types (UDT).

Task 5.0 - Additional Services

The following Additional Services are not included in the Scope of Services and will not be performed unless specifically authorized by the Owner:

- 5.1 Preparing to serve or serving as a consultant or witness for Owner in any litigation or arbitration.
- 5.2 Services required due to delays or other causes beyond Engineer's control.
- 5.3 Work required for providing OSHA approved and safe access to areas of the Project for welding and coating inspections. It is assumed that the Contractor will provide safe access to all areas of the Project for observations and inspections.
- 5.4 Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- 5.5 Providing assistance in responding to the presence of any endangered species encountered at the Site.
- 5.6 Preparation of comprehensive operation and maintenance manuals beyond that required to be supplied by the Contractor within the Construction Contract.
- 5.7 Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- 5.8 Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- 5.9 Providing follow-up construction management services during Contractor's warranty period.
- 5.10 Working with Contractor's surety in the event of Contractor default or termination for cause.
- 5.11 Providing IBC special inspections.
- 5.12 Providing construction surveys and staking to enable Contractor to perform its work.
- 5.13 Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

ADDENDUM TO EXHIBIT C
WORK SCHEDULE

Bid Phase will terminate upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors. It is expected that the Bid Phase will be four months. Construction Phase will commence with issuance of NTP for the selected contractor and will terminate upon completion of final project close-out with TWDB. It is expected that the Construction Phase will be 36 months.

Engineer shall be entitled to an equitable increase in compensation if Construction Phase Services are required after the original dates for final completion of the Work, as set forth in the Construction Contracts, or if required due to Contractor delay beyond Substantial or Final Completion.

ADDENDUM TO EXHIBIT D COMPENSATION

Total compensation for Basic Services set forth in Addendum to Exhibit B under Supplemental Amendment No. 4 is estimated to be \$8,009,777. Total compensation for the Project shall be adjusted to \$11,586,365.

Owner shall pay Engineer for Basic Services set forth in Supplemental Amendment No. 4 on the basis of Standard Hourly Rates as described in Paragraph 1.0. Engineer's labor and fee summaries are attached as Appendix 1.

1.0 Owner shall pay Engineer for Basic Services set forth in Addendum to Exhibit B as follows:

- A. An amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer's Consultants' charges, if any.
- B. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Consultants' charges.
- C. Engineer's Standard Hourly Rates are attached to this Exhibit D as Appendix 2. The rate schedule is subject to annual review and adjustments.
- D. The total compensation for services under Paragraph 1.0 is estimated to be \$8,684,710.
- E. Engineer shall not exceed the total estimated compensation amount unless approved in writing by Owner. If it becomes apparent to Engineer that the compensation amount for Engineer's services will be exceeded, Engineer shall give Owner written notice thereof for review of the matter.
- F. The amounts billed for Engineer's services under Paragraph 1.0 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
- G. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer multiplied by a factor of 5%.
- H. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 5%.

Brushy Creek Regional Utility Authority
Phase 2A WTP Expansion - Bid and Construction Phase Services
Summary Fee Schedule

Appendix 1 to Exhibit D

Description	Total Fee
Engineering Team Services¹	\$5,805,057
RPR Services²	\$2,204,720
<i>Year 2025</i>	\$233,820
<i>Year 2026</i>	\$721,153
<i>Year 2027</i>	\$741,466
<i>Year 2028</i>	\$508,281
Grand Total	\$8,009,777

¹ Reference Engineering Team Detailed Cost Breakdown

² Reference RPR Detailed Cost Breakdown

Brushy Creek Regional Utility Authority (BCRUA) Phase 2A WTP Expansion - Bid and Construction Phase Services 4/17/2025 Detailed Cost Breakdown - Engineering Services													Project Fee Summary				
													Bid and Construction Phase Services		\$5,805,057		
Basic Services																	
	Employee	Archer	Bybel	Noack	Christensen	Niermann	Yen	Gieseke	Campbell	Smith		Montemayor	Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Task	Position	Principal	Project Manager	QA/QC	Senior Engineer	Civil Engineer	Process Engineer	CAD Technician	Admin	RPLS	2 Man Survey Crew	Survey Technician					
1.0	Project Management																
1.1	Construction Management Plan												15	\$ 2,860	\$ -	\$ -	\$ 2,860
1.2	Project Administration												1,436	\$ 365,453	\$ 1,864	\$ 227,574	\$ 594,890
1.3	BCRUA Board Meetings												72	\$ 24,858	\$ 3,927	\$ -	\$ 28,785
2.0	Bidding Services																
2.1	Advertisement, Pre-Proposal, Site Visit												30	\$ 6,370	\$ 252	\$ 9,909	\$ 16,531
2.2	Respond to Proposer Questions, Addenda												146	\$ 30,120	\$ 53	\$ 25,963	\$ 56,136
2.3	Substitutions Evaluation												36	\$ 7,500	\$ -	\$ 10,664	\$ 18,164
2.4	Proposal Opening, Bid Tabulation, and Proposal Review												76	\$ 15,840	\$ 126	\$ 5,040	\$ 21,006
2.5	Conformed Docs, Recommendation of Award, Assemble Final Contract												104	\$ 20,620	\$ 105	\$ 18,267	\$ 38,992
2.6	Board and Council Meetings												20	\$ 6,340	\$ 273	\$ -	\$ 6,613
2.7	TWDB Submittal for Contingent Award												20	\$ 4,340	\$ -	\$ -	\$ 4,340
2.8	TWDB Submittal for NTP												20	\$ 4,340	\$ -	\$ -	\$ 4,340
2.9	Assist with Selection of Material Testing Lab												16	\$ 3,680	\$ -	\$ -	\$ 3,680
3.0	Construction Administration and Observation																
3.1	General Administration (incidental)																
3.2	Pre-Construction Conferences												190	\$ 45,410	\$ 578	\$ 24,440	\$ 70,428
3.3	Schedules												216	\$ 60,742	\$ -	\$ 7,224	\$ 67,966
3.4	Survey												127	\$ 22,016	\$ 326	\$ -	\$ 22,342
3.5	Daily Field Reports												177	\$ 36,489	\$ -	\$ -	\$ 36,489
3.6	Observation of Construction												752	\$ 177,337	\$ 578	\$ 614,158	\$ 792,072
3.7	Project Meetings												1,016	\$ 238,141	\$ 6,605	\$ 41,410	\$ 286,156
3.8	Deviations, Deficiencies, Non-Conforming Work												152	\$ 35,188	\$ 368	\$ 18,288	\$ 53,844
3.9	Design Conflicts												136	\$ 33,024	\$ 147	\$ 20,456	\$ 53,627
3.10	Clarifications, Interpretations, Field Orders												708	\$ 161,813	\$ 200	\$ 116,239	\$ 278,252
3.11	Change Orders and Work Change Directives												280	\$ 57,038	\$ 200	\$ 45,183	\$ 102,420
3.12	Shop Drawings, Submittals, and Samples												1,940	\$ 424,613	\$ 53	\$ 184,955	\$ 609,621
3.13	Substitutes												174	\$ 37,852	\$ -	\$ 22,173	\$ 60,025
3.14	Inspections and Tests												358	\$ 77,868	\$ 3,371	\$ 22,139	\$ 103,378
3.15	Project Documentation and Records												146	\$ 18,708	\$ -	\$ -	\$ 18,708
3.16	Disagreements between Owner and Contractor												160	\$ 43,283	\$ 147	\$ 31,421	\$ 74,852
3.17	Applications for Payment												252	\$ 59,785	\$ 53	\$ 25,302	\$ 85,139
3.18	Certificates, O&Ms												356	\$ 74,511	\$ 105	\$ 37,748	\$ 112,363
3.19	Welding and Coating Inspections												64	\$ 17,079	\$ 74	\$ 73,500	\$ 90,652
3.20	Commissioning and Startup												374	\$ 89,552	\$ 399	\$ 1,627,356	\$ 1,717,307
3.21	Substantial Completion												96	\$ 23,427	\$ 200	\$ 49,088	\$ 72,714
3.22	Contractor's Completion Documents												80	\$ 18,917	\$ -	\$ 51,032	\$ 69,949
3.23	Final Notice of Acceptability of Work												28	\$ 5,938	\$ 200	\$ 15,470	\$ 21,607
3.24	Record Drawings												304	\$ 62,030	\$ -	\$ 49,715	\$ 111,745
3.25	Limitation of Responsibility (incidental)																
3.26	Project Close-out												80	\$ 17,803	\$ -	\$ 14,282	\$ 32,085
3.27	TWDB Close-out Procedures												34	\$ 6,987	\$ -	\$ -	\$ 6,987
3.28	TCEQ												9	\$ 1,996	\$ -	\$ -	\$ 1,996
3.29	Cedar Park Close-out												26	\$ 5,332	\$ -	\$ 6,210	\$ 11,542
4.0	SCADA and PLC Standards Development																
4.1	Site visit for data acquisition												4	\$ 1,180	\$ -	\$ 27,376	\$ 28,556
4.2	Workshop, demonstration of standards to 2A contractor												16	\$ 4,368	\$ 74	\$ 11,457	\$ 15,898
Total Basic Services Hours		334	1,913	171	2,006	390	4,160	492	682	24	40	36	10,246	\$ 2,350,750	\$ 20,270	\$ 3,434,037	\$ 5,805,057

Brushy Creek Regional Utility Authority (BCRUA) Phase 2A WTP Expansion - Bid and Construction Phase Services 4/17/2025 Detailed Cost Breakdown - Engineering Services												Project Fee Summary	
												Bid and Construction Phase Services	\$5,805,057

Task	Expenses	Miles	Meals	Printing	Travel	Other	Other	Other	Other	Other	Other	Other	Total Expenses
	Expense Cost	\$ 0.70	\$ 1.00	\$ 1.00	\$ 1.00								
1.0	Project Management												
1.1	Construction Management Plan												\$ -
1.2	Project Administration	750	1,000	250									\$ 1,864
1.3	BCRUA Board Meetings	3,200	1,500										\$ 3,927
2.0	Bidding Services												
2.1	Advertisement, Pre-Proposal, Site Visit	200	50	50									\$ 252
2.2	Respond to Proposer Questions, Addenda			50									\$ 53
2.3	Substitutions Evaluation												\$ -
2.4	Proposal Opening, Bid Tabulation, and Proposal Review	100		50									\$ 126
2.5	Conformed Docs, Recommendation of Award, Assemble Final Contract			100									\$ 105
2.6	Board and Council Meetings	300		50									\$ 273
2.7	TWDB Submittal for Contingent Award												\$ -
2.8	TWDB Submittal for NTP												\$ -
2.9	Assist with Selection of Material Testing Lab												\$ -
3.0	Construction Administration and Observation												
3.1	General Administration (incidental)												
3.2	Pre-Construction Conferences	500	200										\$ 578
3.3	Schedules												\$ -
3.4	Survey	300	100										\$ 326
3.5	Daily Field Reports												\$ -
3.6	Observation of Construction	500	200										\$ 578
3.7	Project Meetings	7,200	1,000	250									\$ 6,605
3.8	Deviations, Deficiencies, Non-Conforming Work	500											\$ 368
3.9	Design Conflicts	200											\$ 147
3.10	Clarifications, Interpretations, Field Orders	200		50									\$ 200
3.11	Change Orders and Work Change Directives	200		50									\$ 200
3.12	Shop Drawings, Submittals, and Samples			50									\$ 53
3.13	Substitutes												\$ -
3.14	Inspections and Tests	300	500		2,500								\$ 3,371
3.15	Project Documentation and Records												\$ -
3.16	Disagreements between Owner and Contractor	200											\$ 147
3.17	Applications for Payment			50									\$ 53
3.18	Certificates, O&Ms			100									\$ 105
3.19	Welding and Coating Inspections	100											\$ 74
3.20	Commissioning and Startup	400	100										\$ 399
3.21	Substantial Completion	200	50										\$ 200
3.22	Contractor's Completion Documents												\$ -
3.23	Final Notice of Acceptability of Work	200	50										\$ 200
3.24	Record Drawings												\$ -
3.25	Limitation of Responsibility (incidental)												
3.26	Project Close-out												\$ -
3.27	TWDB Close-out Procedures												\$ -
3.28	TCEQ												\$ -
3.29	Cedar Park Close-out												\$ -
4.0	SCADA and PLC Standards Development												
4.1	Site visit for data acquisition												\$ -
4.2	Workshop, demonstration of standards to 2A contractor	100											\$ 74
Total Expenses Effort		\$ 11,503	\$ 4,988	\$ 1,155	\$ 2,625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,270

Brushy Creek Regional Utility Authority (BCRUA) Phase 2A WTP Expansion - Bid and Construction Phase Services 4/17/2025 Detailed Cost Breakdown - Engineering Services												Project Fee Summary	
												Bid and Construction Phase Services	\$5,805,057

Task	Subconsultants	FNI	McKim & Creed	JHE	HOT								Total Sub Effort
1.0	Project Management												
1.1	Construction Management Plan												\$ -
1.2	Project Administration	152,203	64,534										\$ 227,574
1.3	BCRUA Board Meetings												\$ -
2.0	Bidding Services												
2.1	Advertisement, Pre-Proposal, Site Visit	1,498	7,939										\$ 9,909
2.2	Respond to Proposer Questions, Addenda	19,567	5,160										\$ 25,963
2.3	Substitutions Evaluation	4,156	6,000										\$ 10,664
2.4	Proposal Opening, Bid Tabulation, and Proposal Review		4,800										\$ 5,040
2.5	Conformed Docs, Recommendation of Award, Assemble Final Contract	13,509	3,888										\$ 18,267
2.6	Board and Council Meetings												\$ -
2.7	TWDB Submittal for Contingent Award												\$ -
2.8	TWDB Submittal for NTP												\$ -
2.9	Assist with Selection of Material Testing Lab												\$ -
3.0	Construction Administration and Observation												
3.1	General Administration (incidental)												
3.2	Pre-Construction Conferences	1,954	21,322										\$ 24,440
3.3	Schedules		6,880										\$ 7,224
3.4	Survey												\$ -
3.5	Daily Field Reports												\$ -
3.6	Observation of Construction	376,128	208,784										\$ 614,158
3.7	Project Meetings	15,553	23,885										\$ 41,410
3.8	Deviations, Deficiencies, Non-Conforming Work		17,417										\$ 18,288
3.9	Design Conflicts		19,482										\$ 20,456
3.1	Clarifications, Interpretations, Field Orders	73,247	37,457										\$ 116,239
3.11	Change Orders and Work Change Directives	24,001	19,030										\$ 45,183
3.12	Shop Drawings, Submittals, and Samples	95,627	80,521										\$ 184,955
3.13	Substitutes	6,883	14,234										\$ 22,173
3.14	Inspections and Tests	21,085											\$ 22,139
3.15	Project Documentation and Records												\$ -
3.16	Disagreements between Owner and Contractor		29,925										\$ 31,421
3.17	Applications for Payment		24,097										\$ 25,302
3.18	Certificates, O&Ms	7,945	28,005										\$ 37,748
3.19	Welding and Coating Inspections				70,000								\$ 73,500
3.2	Commissioning and Startup	2,920	560,558	986,385									\$ 1,627,356
3.21	Substantial Completion	16,169	30,581										\$ 49,088
3.22	Contractor's Completion Documents		48,602										\$ 51,032
3.23	Final Notice of Acceptability of Work	12,630	2,103										\$ 15,470
3.24	Record Drawings	29,956	17,392										\$ 49,715
3.25	Limitation of Responsibility (incidental)												
3.26	Project Close-out		13,602										\$ 14,282
3.27	TWDB Close-out Procedures												\$ -
3.28	TCEQ												\$ -
3.29	Cedar Park Close-out	2,072	3,842										\$ 6,210
4.0	SCADA and PLC Standards Development												
4.1	Site visit for data acquisition		26,072										\$ 27,376
4.2	Workshop, demonstration of standards to 2A contractor		10,911										\$ 11,457
Total Subconsultants Effort		\$ 920,958	\$ 1,403,874	\$ 1,035,704	\$ 73,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,434,037

Brushy Creek Regional Utility Authority																						
Phase 2A WTP Expansion - Construction Phase Services																						
Detailed Cost Breakdown - Field Team																						
Description	Firm	Name	Level of Effort	Start	End	2025	\$/HR	Annual Fee	2026	\$/HR	Annual Fee	2027	\$/HR	Annual Fee	2028	\$/HR	Annual Fee	Total FTE	Average Rate	Total Fee	FTE Months	Total Hours
RPR 1	WP	Matt Rudloff	1.15	9/1/2025	8/1/2028	4.60	175.00	\$139,426	13.80	178.50	\$426,644	13.80	182.07	\$435,176	9.20	185.71	\$295,920	41	\$ 180.90	\$1,297,166	41	7,171
RPR 2	WP	Latham Hoff	1.15	9/1/2025	8/1/2028	4.60	115.00	\$91,623	13.80	119.60	\$285,863	13.80	124.38	\$297,298	9.20	129.36	\$206,126	41	\$ 122.90	\$880,910	41	7,171
Miscellaneous																						
Office Supplies, PPE, IT				9/1/2025	8/1/2028	4.00	2.00	\$1,386	12.00	2.08	\$4,323	12.00	2.16	\$4,496	8.00	2.25	\$3,117	36.0		\$13,322		
Meals, others				9/1/2025	8/1/2028	4.00	2.00	\$1,386	12.00	2.08	\$4,323	12.00	2.16	\$4,496	8.00	2.25	\$3,117	36.0		\$13,322		
Field Services Fee Totals																				\$2,204,720	83	14,342

* 4% annual escalation

Appendix 2 to Exhibit D

Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are as follows:

Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Classification	Rate	Classification	Rate
Managing Principal	\$350/hour	Project Surveyor I	\$85/hour
Manager VII	\$300/hour	Professional VII	\$150/hour
Manager VI	\$290/hour	Professional VI	\$140/hour
Manager V	\$270/hour	Professional V	\$135/hour
Manager IV	\$255/hour	Professional IV	\$130/hour
Manager III	\$240/hour	Professional III	\$125/hour
Manager II	\$225/hour	Professional II	\$120/hour
Manager I	\$205/hour	Professional I	\$115/hour
Senior Engineer V	\$290/hour	Construction Manager X	\$315/hour
Senior Engineer IV	\$275/hour	Construction Manager IX	\$300/hour
Senior Engineer III	\$250/hour	Construction Manager VIII	\$180/hour
Senior Engineer II	\$225/hour	Construction Manager VII	\$170/hour
Senior Engineer I	\$200/hour	Construction Manager VI	\$140/hour
Survey Manager IV	\$225/hour	Construction Manager V	\$130/hour
Survey Manager III	\$210/hour	Construction Manager IV	\$105/hour
Survey Manager II	\$170/hour	Construction Manager III	\$100/hour
Project Manager IX	\$255/hour	Construction Manager II	\$95/hour
Project Manager VIII	\$240/hour	Construction Manager I	\$80/hour
Project Manager VII	\$220/hour	Technician XII	\$190/hour
Project Manager VI	\$210/hour	Technician XI	\$160/hour
Project Manager V	\$200/hour	Technician X	\$150/hour
Project Manager IV	\$185/hour	Technician IX	\$140/hour
Project Manager III	\$175/hour	Technician VIII	\$125/hour
Project Manager II	\$165/hour	Technician VII	\$115/hour
Project Manager I	\$155/hour	Technician VI	\$105/hour
Senior Design Engineer III	\$150/hour	Technician V	\$100/hour
Senior Design Engineer II	\$140/hour	Technician IV	\$95/hour
Senior Design Engineer I	\$125/hour	Technician III	\$90/hour
Project Engineer IV	\$170/hour	Technician II	\$85/hour
Project Engineer III	\$160/hour	Technician I	\$80/hour
Project Engineer II	\$150/hour	Support Staff VI	\$125/hour
Project Engineer I	\$145/hour	Support Staff V	\$115/hour
Project Surveyor X	\$185/hour	Support Staff IV	\$105/hour
Project Surveyor IX	\$175/hour	Support Staff III	\$95/hour
Project Surveyor VIII	\$160/hour	Support Staff II	\$85/hour
Project Surveyor VII	\$150/hour	Support Staff I	\$75/hour
Project Surveyor VI	\$140/hour	4-Man Crew	\$240/hour
Project Surveyor V	\$130/hour	3-Man Crew	\$225/hour
Project Surveyor IV	\$120/hour	2-Man Crew	\$165/hour
Project Surveyor III	\$110/hour	1-Man Crew	\$145/hour
Project Surveyor II	\$100/hour		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1296639

Date Filed:
04/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Walker Partners, LLC
Waco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brushy Creek Regional Utility Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

3-00867

Professional engineering and surveying services in connection with the BCRUA Phase 2A Water Treatment Plant Expansion Construction Phase Services Supplemental Contract No. 4 project.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walker, Jr., George E.	Waco, TX United States	X	

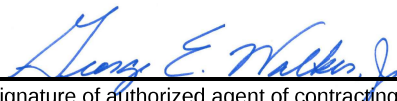
5 Check only if there is NO Interested Party.☐**6 UNSWORN DECLARATION**

My name is George E. Walker, Jr., PE, and my date of birth is 12/26/1960.

My address is 823 Washington Avenue, Suite 100, Waco, TX, 76701, US.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in McLennan County, State of Texas, on the 16th day of April, 20 25.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Approval of a Special Event Permit for the City's annual Liberty Fest event to be held on July 3, 2025, at Devine Lake beginning at 6:00 p.m.; and with the inclement weather event date being July 4, 2025, for fireworks only.

BACKGROUND:

The City of Leander Parks and Recreation Department will be hosting its annual Independence Day celebration, ***Liberty Fest***, on Thursday, July 3, 2025. The event will take place in Devine Lake Park at 1807 Waterfall Avenue. The event will begin at 6:00 p.m. and conclude at approximately 10:15 p.m. Festivities will consist of live music, food vendors, children's activities, and fireworks. Admission is free. Estimated attendance is approximately 10,000 throughout the day and the event budget is \$95,000.00. Parking for the event will be located at Glenn High School and Danielson Middle School with a free shuttle to and from the park due to limited on-site parking. In the event of inclement weather, the fireworks show will be held on July 4th.

The entertainment lineup is as follows:

6:30 p.m. - Braedon Barnhill (Country)

8:00 p.m. - City Council Remarks and National Anthem by Austin Haze

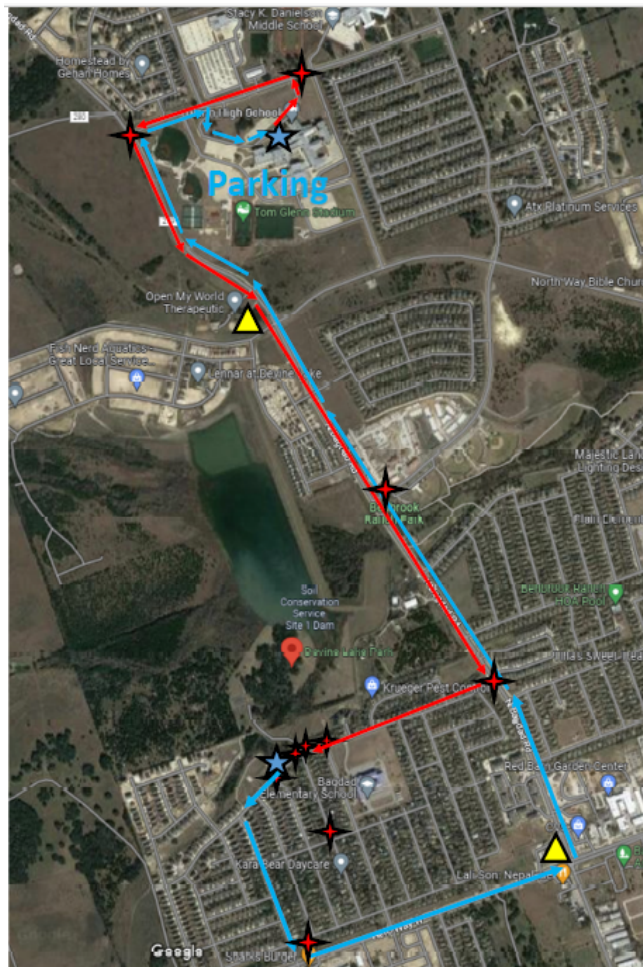
8:30 p.m. - Headliner IMY2 (Pop)

9:30 p.m. - Fireworks

Westbound street parking on Waterfall Avenue between Clear Spring Lane and Sunny Brook Drive will be used as the shuttle lane to drop off and pick up event attendees. Leander Police Department (LPD) recommends closing Waterfall Avenue between Deercreek Lane and Clear Spring Lane to allow for safe pedestrian crossing into Devine Lake Park. Additionally, LPD recommends closing Maplecreek Drive between Little Creek Road and Waterfall Avenue to detour traffic around the recommended street closure.

The following streets are proposed to be closed from 5:30 p.m. to 11:59 p.m. on the day of the event:

- Westbound street parking on Waterfall Avenue between Clear Spring Lane and Sunny Brook Drive
- Waterfall Avenue between Deercreek Lane and Clear Spring Lane
- Maplecreek Drive between Little Creek Road and Waterfall Avenue



LIBERTY FEST 2025 Bus Pick Up and Drop Off Map

- ★ Pick Up/Drop Off Location
- Route to Devine Lake Park
- Route to Glenn High School
- ★ Police Stationed
- ▲ Public Works Stationed



Pursuant to Sec. 4.05.077 of the Code of Ordinances, City Council approval of special event permits is required if the event anticipates more than 6,000 attendees, and if the cost is projected to exceed \$30,000. Therefore, City Council approval is required for this event. The special event application is attached for reference.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff requests City Council approval of this special event permit as presented.

PRESENTER:

Ashlea Boyle, Director of Parks and Recreation

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$95,000.00
<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. Special Event Application - Liberty Fest 2025

Special Event Application

Event Name: LIBERTY FEST-2025Street Address of Event: 1807 WATERFALL AVEEvent Type (ex. Block Party, Marathon, Street Closure, etc.): FESTIVALDate(s) of Event: 07-03-2025Time of Event: 6PM - 10:15PMSet-Up Date(s): 07-02-2025 Tear-Down Date(s): 07-03-2025Set-Up Time: 8AM Tear-Down Time: 10:15PMApplicant Name: MARIEL GUENTHEROrganization: PARKS & RECREATIONApplicant Phone Number: 737-308-2374Applicant Email Address: MGUENTHER@LEANDERTX.GOVPrimary On-Site Contact Name: MARIEL GUENTHERPrimary On-Site Cell Phone Number: 737-308-2374Estimated Attendance: 10,000

Parking Arrangements:

☐ Onsite☐ Offsite☒ Both

Portable Restroom Facilities:

☒ Yes☐ No

Location of Event: Check all that apply

☐ Inside an existing structure. If so, what is the current use of the structure: _____☐ Vacant Lot☒ Parking Lot☒ Public Property☐ Private Property☐ In the Right-of-Way☐ Cross railroad tracks

Building/Equipment to be Used:

- ☒ Tent or Temporary Structure(s) – **Additional permit required for tent over 200 sq. ft.** Tent size to be used: _____
- ☒ Stage _____
- ☒ Mobile Food Establishments/Food Booth/Vendor
- ☒ Signs (Banners, "A" Frame, etc.)
- ☒ Mass Gathering
- ☒ Outdoor Amplified Sound and/or Music (please read the City's Noise Ordinance) – **Additional permit required**
- ☒ Pyrotechnics/Firework Display – **Additional permit required**
- ☐ Flame Effects or Similar – **Additional permit required**
- ☐ Open Fires – Any open-to-air fires proposed, used for other than cooking.
Please describe: _____
- ☐ Other: _____
- ☐ None

Any additional permits required will need to be applied for simultaneously with the Special Event application.

Animals Present?: (Temporary or Commercial Animal Permit required)

- ☐ Yes
- ☒ No

Food Booth/Vendor: Make sure vendors have their permits with the county they are working in.

- ☒ Cooking Equipment: What type: GRILLS AND FRYERS
- ☒ Generator
- ☒ Open Flame
- ☐ No Food Booth/Vendor

Street Event: A Traffic Control Plan will need to be provided.

Street Closure Start Time: 5:30PM _____

Street Closure End Time: 11:59PM _____

☐ No Street Closure

Moving Event (Marathons, parades, etc.): A map will need to be provided showing start and finish lines.

On-Site Registration Time: _____

Assembly Time for Participants: _____

Start Time (First Wave): _____

End Time (Last Wave): _____

Will other jurisdictions be involved (Check one) Yes ☐ No ☒

If yes, please check all that apply.

☐ City of Cedar Park

☐ City of Georgetown

☒ Williamson County

☐ Travis County

☐ Other _____

Alcohol:

Will alcohol be sold or distributed?

☒ Yes

☐ No

If yes, please indicate which applies. Please provide a copy of the Texas Alcoholic Beverage Commission (TABC) application.

☐ Sold

☐ Distributed

Private Companies Contracted to Work Event: Please check all that apply and provide contact information.

☐ Set-Up - Name: _____	Phone Number: _____
	Email: _____
☐ Planner - Name: _____	Phone Number: _____
	Email: _____
☐ Catering - Name: _____	Phone Number: _____
	Email: _____
☐ Security - Name: _____	Phone Number: _____
	Email: _____
☐ EMS - Name: _____	Phone Number: _____
	Email: _____

Request for City Services: City services are charged at a minimum rate dependent on the event.

If yes, please check all that apply.

- ☒ Fire Department
 - ☒ Medical Standby
 - ☒ Fire Watch
 - ☒ Event Standby
- ☒ Police Department
- ☒ Public Works

If yes, please check all that apply.

- ☒ Street Blockage
- ☒ Cones
- ☒ Barricades
- ☒ Parks and Recreation
 - ☒ Location: _____
 - ☒ Staff

Applicant Signature

Date



April 4, 2025

To Whom It May Concern:

As a representative of the responsible party (City of Leander) authorizing all operations and activities at Devine Lake Park, 1807 Waterfall Ave. in Leander, TX 78641. I submit this letter to verify that Leander Parks and Recreation, is authorized to use the property at 1807 Waterfall Ave, Leander, TX 78641.

Owner/Operator Contact: Ashlea Boyle, City of Leander, 512-528-2997

Location: The event will be held on the property at 1807 Waterfall Ave, Leander, TX 78641

Event: Liberty Fest

Date/Time of Event: July 3, 2025. 6pm – 10pm.

Sincerely,

Ashlea Boyle
Director of Parks and Recreation

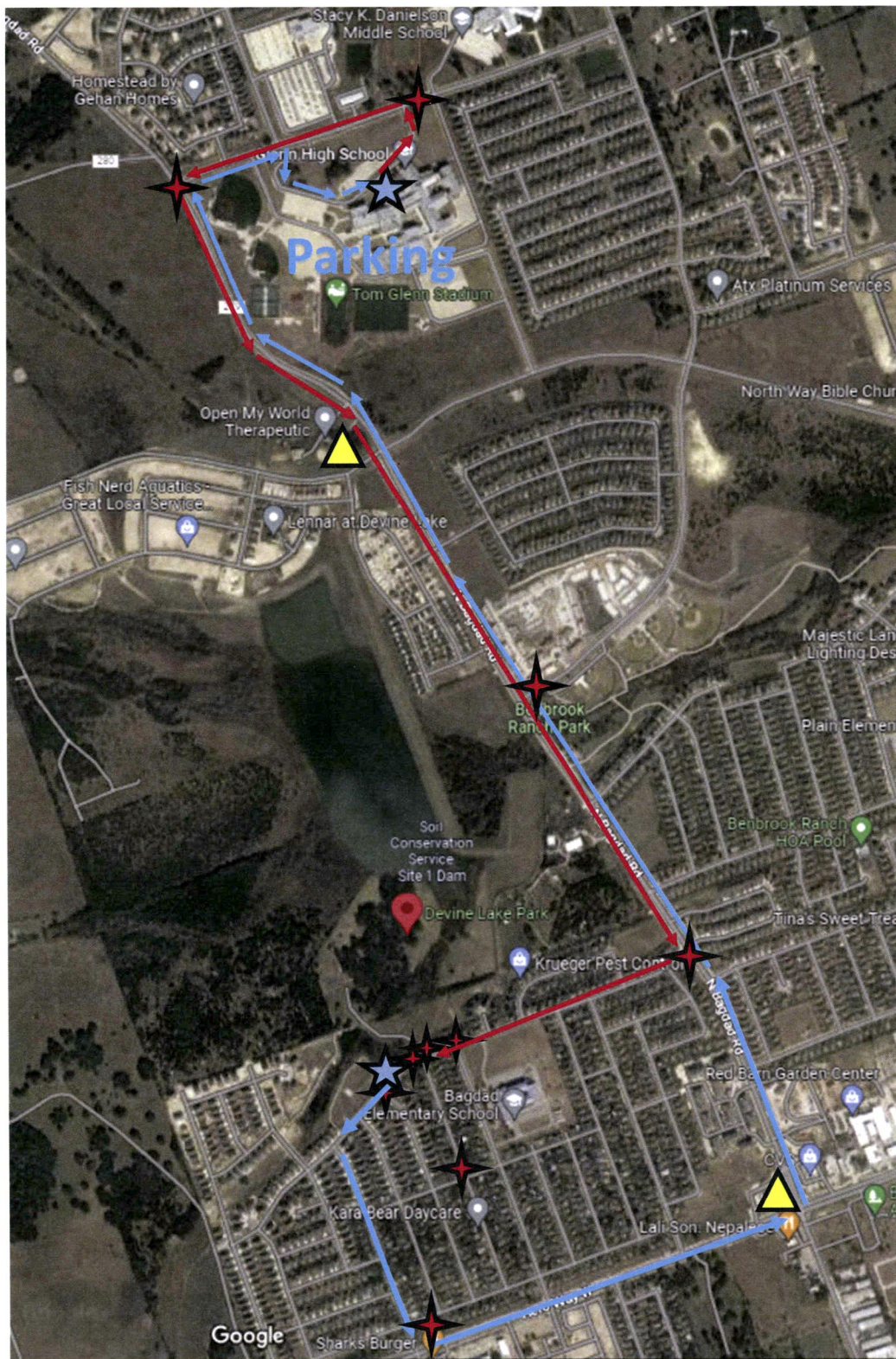


Leander Liberty Fest
2025 Barricade Placement and Assignment

STREET BARRICADES (5:30pm – 12:00am)

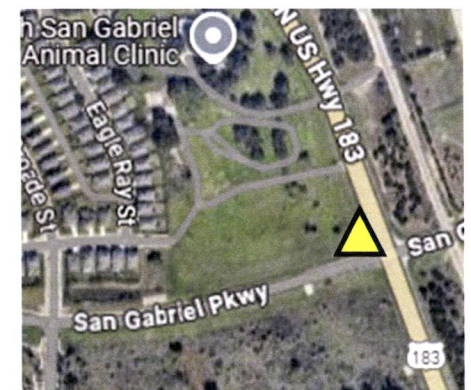
A. Waterfall/Deercreek	Police car w/ lights Panel barricade	Police PW	Manned Unmanned
B. Maplecreek/Waterfall	Police car w/ lights	Police	Manned
C. Waterfall/Clear Spring	Police car w/ lights Panel barricade	Police PW	Manned Unmanned
D. Maplecreek/Little Creek	Police car w/ lights	Police	Manned

Updated: April 15, 2025



LIBERTY FEST 2025 Bus Pick Up and Drop Off Map

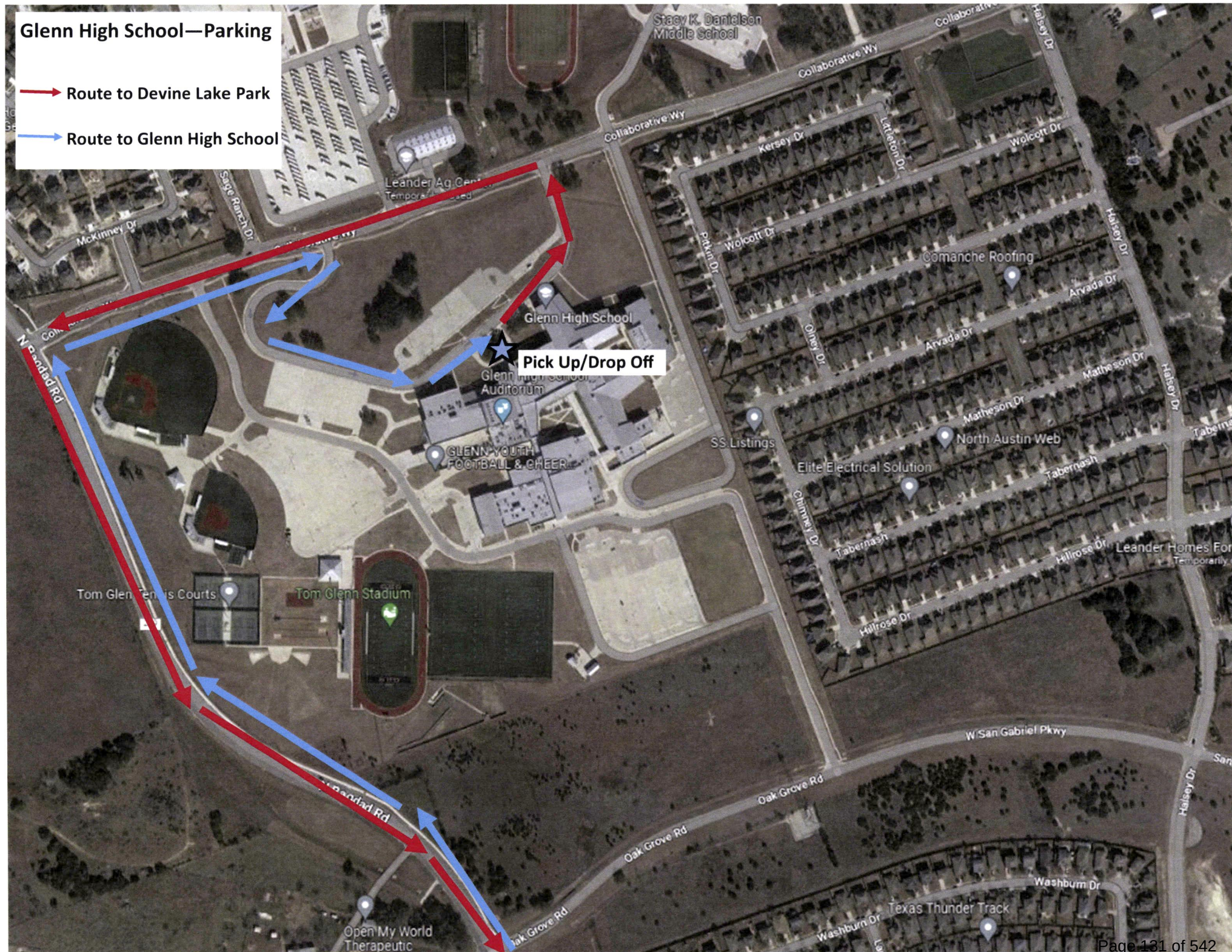
-  Pick Up/Drop Off Location
-  Route to Devine Lake Park
-  Route to Glenn High School
-  Police Stationed
-  Public Works Stationed



Glenn High School—Parking

→ Route to Devine Lake Park

→ Route to Glenn High School

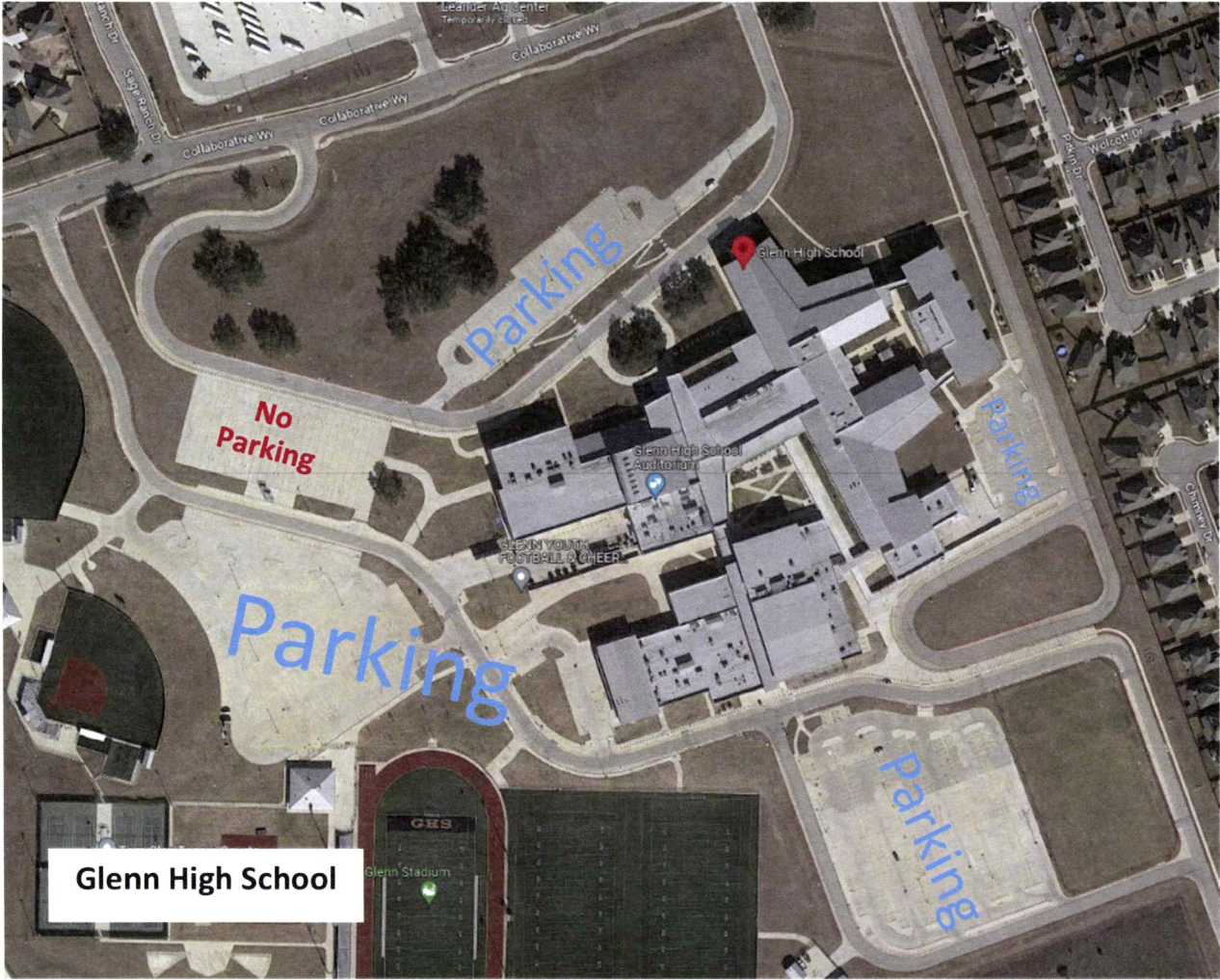




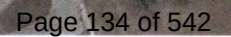
Devine Lake Park—Liberty Fest

- Road Closure 5:30pm—11:59pm
- Parking Lane Closure 5:30pm—11:59pm
- Route to Devine Lake Park
- Route to Glenn High School

**LIBERTY FEST 2025
Parking Map**



Updated 4/22/2025





EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Approval of Task Order No. MATLT-REL-CIPS23-019-05 for material testing services for San Gabriel Parkway Phase 2 (CIP T.11) with UES Professional Solutions 45, LLC in the amount of \$81,775.00; and authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.

BACKGROUND:

In 2018, City of Leander endeavored to construct an extension of San Gabriel Parkway eastward from County Road 270 to Ronald W. Reagan Boulevard, between Palmera Ridge and the new Palmera Bluff. In 2019, based upon the development agreement, the center section, Phase 1, of this road was constructed first, and completed by 2020.

Phase 2, the eastern section connecting to Ronald W. Reagan Boulevard, began design shortly afterward, with the design completed by the end of 2022. At that time, funds for the Phase 2 construction were reallocated to the construction of Raider Way, which came in at twice its budget. Certificates of Obligation (COs) were approved in May 2024 to finance the construction of San Gabriel Parkway Phase 2. The design documents were reviewed and updated for current compliance during Summer 2024. Solicitation CIPS24-012 was issued in August 2024 for the procurement of the Construction Services for San Gabriel Parkway Phase 2. City Council awarded the construction contract to Patin Construction, LLC, on January 16, 2025, for San Gabriel Parkway Phase 2. Start of construction has been coordinated to coincide with the completion of the San Gabriel Elevated Storage Tank (EST), to allow that contractor free and clear access to the EST along the San Gabriel Parkway Phase 2 right-of-way (ROW).

Construction will be substantially completed within 570 days of the date that work is required to begin as specified by the Notice to Proceed issued by the City of Leander and the project will be completed, and the contractor will be ready to receive final payment within 600 days from the date work is required to begin as specified by the Notice to Proceed.

San Gabriel Parkway Phase 2 constructs two lanes of the planned four-lane section of San Gabriel Parkway beginning at the eastern end of the Phase 1A four-lane section of San Gabriel Parkway that extends across the common boundary of the Palmera Bluff and Palmera Ridge subdivisions and will extend to Ronald W. Reagan Boulevard. A traffic signal will be installed at the intersection of Ronald Reagan Boulevard and San Gabriel Parkway. This project extends the "Palmera Ridge/Bluff" segment of San Gabriel Parkway to Ronald W. Reagan Boulevard and provides a direct connection to Ronald W. Reagan Boulevard in order to reduce traffic through the subdivisions.

The City of Leander hires third-party material testing companies to ensure a compliant level of quality, manage risk and liabilities, reduce costs, and improve project oversight, while also ensuring compliance with construction regulations. Third-party material testing can lead to better quality control and ensure that construction projects adhere to construction standards, identify potential concerns, and help avoid system failures. Third-party material testing companies who are hired by the project owner are less likely to be influenced by political pressures or personal relationships with contractors, ensuring a more objective inspection. The material testing services will

coincide with the construction timeline.

Anticipated services from the third-party material testing company should include, but not limited to:

- Soil compaction testing and inspection;
- Reinforcing steel inspection;
- Concrete sampling, inspection, and destructive testing;
- Grout sampling, inspection, and destructive testing;
- Hot Mixed Asphalt sampling, inspection, and testing;
- Retaining wall inspection; and
- Anchor bolt inspection.

The Master Professional Service Agreement No. MATLT-REL-CIPS23-019 was fully executed between the City of Leander and UES Professional Solutions 45, LLC to perform Material Testing Services under the Professional Pool on February 15, 2024.

Quality control third party testing services are required during construction on all public projects.

HISTORY/TIMELINE:

01/16/2025 – City Council awards construction contract for the San Gabriel Parkway Phase 2 (CIP T.11) to Patin Construction, LLC.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval.

PRESENTER:

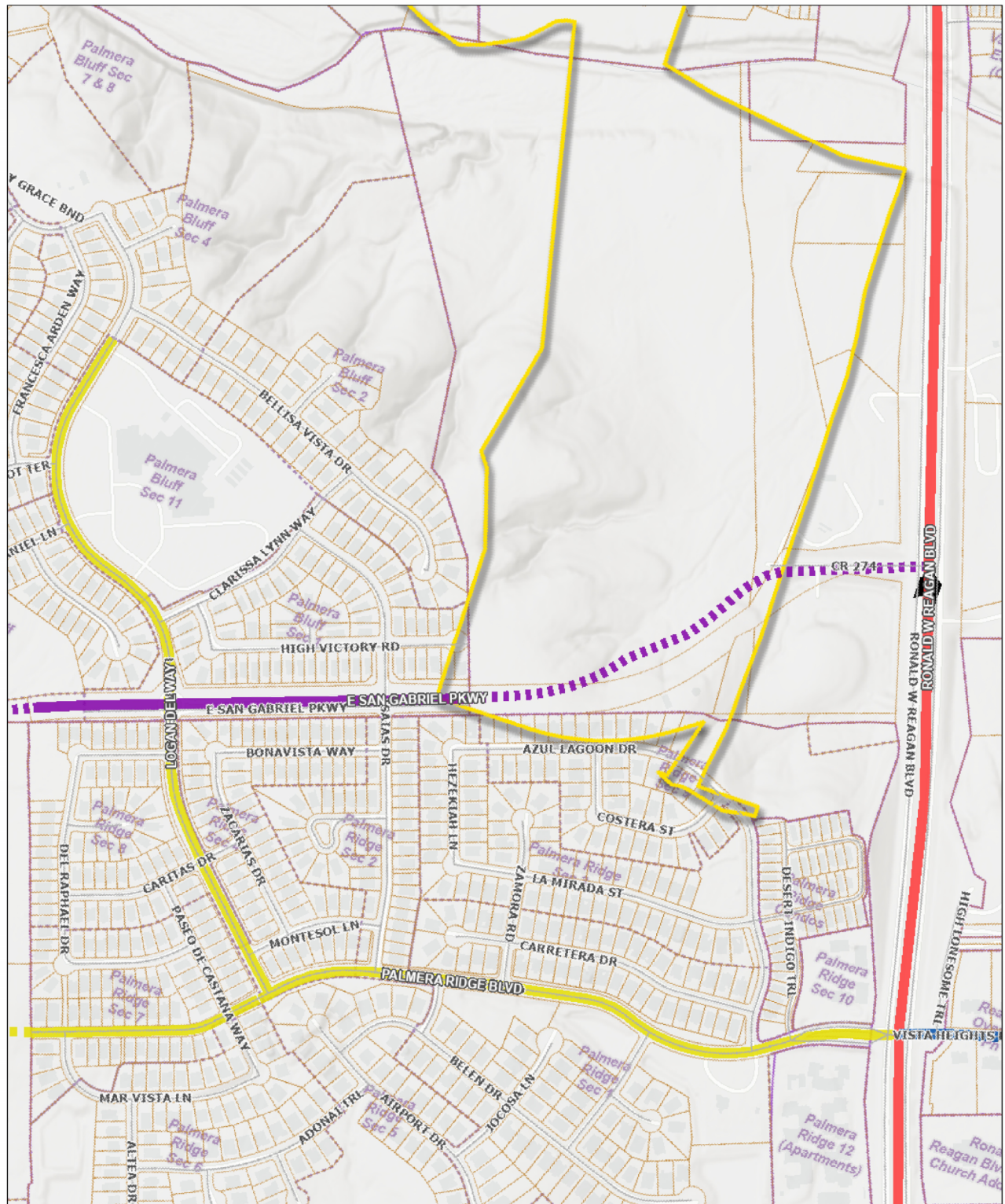
Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$81,775.00
<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>	CO SERIES 2024-A

Attachments:

1. San Gabriel Parkway Phase 2 - Map
2. Partially Executed Task Order MATLT-REL-CIPS23-019-05

San Gabriel Parkway Phase 2



5/22/2025, 4:22:55 PM

Roads - Data Updating Agency: Leander

Open Roads

Thoroughfare Plan Sidwalks QC

Existing Access Controlled

Existing Arterial 4

Existing Collector

Existing Rural

Proposed Arterial 4

Proposed Collector

Intersection Grade

Grade Separation

ETJ

WCAD Parcels

Subdivision Boundaries

Plats

County Boundaries

1:5,616

0 0.07 0.15 0.3 mi
0 0.1 0.2 0.4 km

Esri Community Maps Contributors, City of Austin, County of Williamson, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Sources: Esri, Maxar,

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. MATLT-REL-CIPS23-019-05

This will constitute authorization by the City of Leander, Texas (Owner), for UES Professional Solutions 45, LLC formerly known as Rock Engineering and Testing Laboratory, LLC, (Testing Lab), to proceed with the following described engineering services.

San Gabriel Parkway Phase 2 (CIP T.11)

A. PROJECT DESCRIPTION

For Materials Testing and observation services.

B. SCOPE OF SERVICES

UES Professional Solutions 45, LLC formerly known as Rock Engineering and Testing Laboratory, LLC will provide design services as described in Attachment A.

C. DELIVERABLES

UES Professional Solutions 45, LLC formerly known as Rock Engineering and Testing Laboratory, LLC will provide deliverables as described in Attachment A.

D. BASIS OF COMPENSATION

The total compensation for the **San Gabriel Parkway Phase 2 (CIP T.11)** shall be based on unit price work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). Total of Unit Price Work not to exceed (subject to final Unit Price adjustment) **\$81,775.00** as established in Attachment A. The City shall make payments to the Testing Lab for performing the Testing Services described on a monthly billing basis in accordance with monthly statements submitted by the Testing Lab and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The UES Professional Solutions 45, LLC formerly known as Rock Engineering and Testing Laboratory, LLC will begin work as soon as authorized and as services are requested by City Construction Inspector assigned to the project.

F. ATTACHMENTS

Attachment A – UES Proposal No.: 110515

APPROVED:

CITY OF LEANDER, TEXAS

By _____

Title _____

Date _____

ACCEPTED:

UES Professional Solutions 45, LLC formerly known as Rock Engineering and Testing Laboratory, LLC

By Anahita Goudarzi

Title Austin Managing Director

Date 4/30/2025

UES
Construction Materials Engineering and Testing
Basic Services and Cost Estimate
Project Name: San Gabriel Parkway Phase 2; Leander, TX 78641

DESCRIPTION	Estimated Quantity	Unit Rate	Estimated Total
<u>EARTHWORK</u>			
Senior CMT Technician /Hour	180.00	\$73.00	\$13,140.00
Field Density Test/Each	140.00	\$25.00	\$3,500.00
Atterberg Limits/Each	3.00	\$85.00	\$255.00
Moisture Density Relationship, ASTM D-698/Each	3.00	\$250.00	\$750.00
Sieve Analysis/Each	2.00	\$85.00	\$170.00
Minus No. 200 Sieve/Each	1.00	\$55.00	\$55.00
Vehicle Trip Charge/Trip	30.00	\$125.00	\$3,750.00
CMT Project Manager/Hour	12.00	\$80.00	\$960.00
Project Engineer/Hour	6.00	\$130.00	\$780.00
<u>UTILITIES</u>			
Senior CMT Technician /Hour	120.00	\$73.00	\$8,760.00
Field Density Test/Each	130.00	\$25.00	\$3,250.00
Moisture Density Relationship, ASTM D-698/Each	1.00	\$250.00	\$250.00
Atterberg Limits/Each	1.00	\$85.00	\$85.00
Sieve Analysis/Each	1.00	\$85.00	\$85.00
Vehicle Trip Charge/Trip	20.00	\$125.00	\$2,500.00
CMT Project Manager/Hour	8.00	\$80.00	\$640.00
Project Engineer/Hour	4.00	\$130.00	\$520.00
<u>MECHANICAL LIME STABILIZATION</u>			
Senior CMT Technician/Hour	40.00	\$73.00	\$2,920.00
Field Density Test/Each	75.00	\$25.00	\$1,875.00
Moisture Density Relationship, ASTM D-698/Each	1.00	\$250.00	\$250.00
Atterberg Limit Test/Each	1.00	\$85.00	\$85.00
Sieve Analysis/Each	1.00	\$85.00	\$85.00
Field Sieve Analysis/Each	9.00	\$85.00	\$765.00
Lime Series/Each	1.00	\$350.00	\$350.00
Vehicle Trip Charge/Trip	10.00	\$125.00	\$1,250.00
CMT Project Manager/Hour	4.00	\$80.00	\$320.00
Project Engineer/Hour	2.00	\$130.00	\$260.00
<u>CONCRETE TESTING</u>			
Field CMT Technician/Hour	245.00	\$63.00	\$15,435.00
Concrete Test Cylinders/Each	165.00	\$28.00	\$4,620.00
Vehicle Trip Charge/Trip	50.00	\$125.00	\$6,250.00
CMT Project Manager/Hour	12.00	\$80.00	\$960.00
Project Engineer/Hour	6.00	\$130.00	\$780.00
<u>SOIL ANCHOR MONITORING</u>			
Senior CMT Technician/Hour	16.00	\$73.00	\$1,168.00
Vehicle Trip Charge/Trip	4.00	\$125.00	\$500.00
CMT Project Manager/Hour	2.00	\$80.00	\$160.00
Project Engineer/Hour	1.00	\$130.00	\$130.00
<u>MORTAR & GROUT</u>			
Senior CMT Technician/Hour	24.00	\$73.00	\$1,752.00
Grout Prisms/Each	24.00	\$45.00	\$1,080.00
Vehicle Trip Charge/Trip	6.00	\$125.00	\$750.00
CMT Project Manager/Hour	4.00	\$80.00	\$320.00
Project Engineer/Hour	2.00	\$130.00	\$260.00
ESTIMATED BUDGET			\$81,775.00



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Award of Solicitation CIPS25-007 to Asphalt Inc., LLC dba Lone Star Paving Company, for Roadway Rehabilitation Fiscal Year 2025 in the amount of \$1,411,219.55; providing for roadways in various locations are evaluated and selected annually for rehabilitation based on the severity and extent of the distress observed by Public Works staff, and identified in the pavement condition assessment performed by Applied Research Associates; and authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.

BACKGROUND:

Solicitation CIPS25-007 was issued for City's Roadway Rehabilitation FY 2025 project in March 2025 through the following outlets:

- The Hill Country News,
- City of Leander Bonfire website,
- Civcast,
- Bidnet,
- State of Texas ESBD website (statewide notice), and
- Williamson County CMBL and HUB vendor notification.

Five hundred twenty-seven (527) vendors were notified directly of the solicitation. Four (4) bids were received and opened on Thursday, April 24, 2025. Asphalt Inc., LLC dba Lone Star Paving Company, was selected as the lowest qualified bidder with a total (Base + Alternates) bid of \$1,411,219.55. The attached bid tabulation includes proposed bids from Lone Star Paving Company, Texas Materials Group, Bennet Paving, Inc., and Alpha Paving Industries LLC. The second-lowest bidder was Texas Materials Group with a total (Base + Alternates) bid of \$1,441,399.90.

As a part of the City's Five-Year (2020-2025) Roadway Rehabilitation Program, roadways in various locations are evaluated and selected annually for rehabilitation based on the severity and extent of the distress observed by Public Works staff, and identified in the pavement condition assessment performed by Applied Research Associates (ARA) in 2020 and 2021. To date, 106 roadway segments consisting of 68 lane miles have been rehabilitated.

The FY 2025 project includes an additional 8.8 lane miles at the six (6) locations noted below and shown on the attached map for rehabilitation.

- Hero Way West (North of Honeycomb Mesa to City Limit): 1.3 lane miles
- Horizon Park Blvd. (Hazelwood to Crystal Falls Pkwy): 1.8 lane miles
- Osage Dr. (Quick Fort to Lakeline): 0.8 lane miles
- Leander Drive-Full Depth Repair and Alt 1 Leander Drive: 1.9 lane miles

- Overlook Estates Sub. Streets (Scenic Path and Overlook Bend): 1.5 lane miles
- Streets of Mason Ranch Subdivision: 1.5 lane miles

HISTORY/TIMELINE:

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>	\$1,411,219.55
<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. COL Roadway Rehabilitation FY 2025_Location Map
2. COL Roadway Rehabilitation FY 2025_Bid Tab
3. Contract Agreement P25-PW-02-PE



CITY OF LEANDER ROADWAY REHABILITATION FY2025

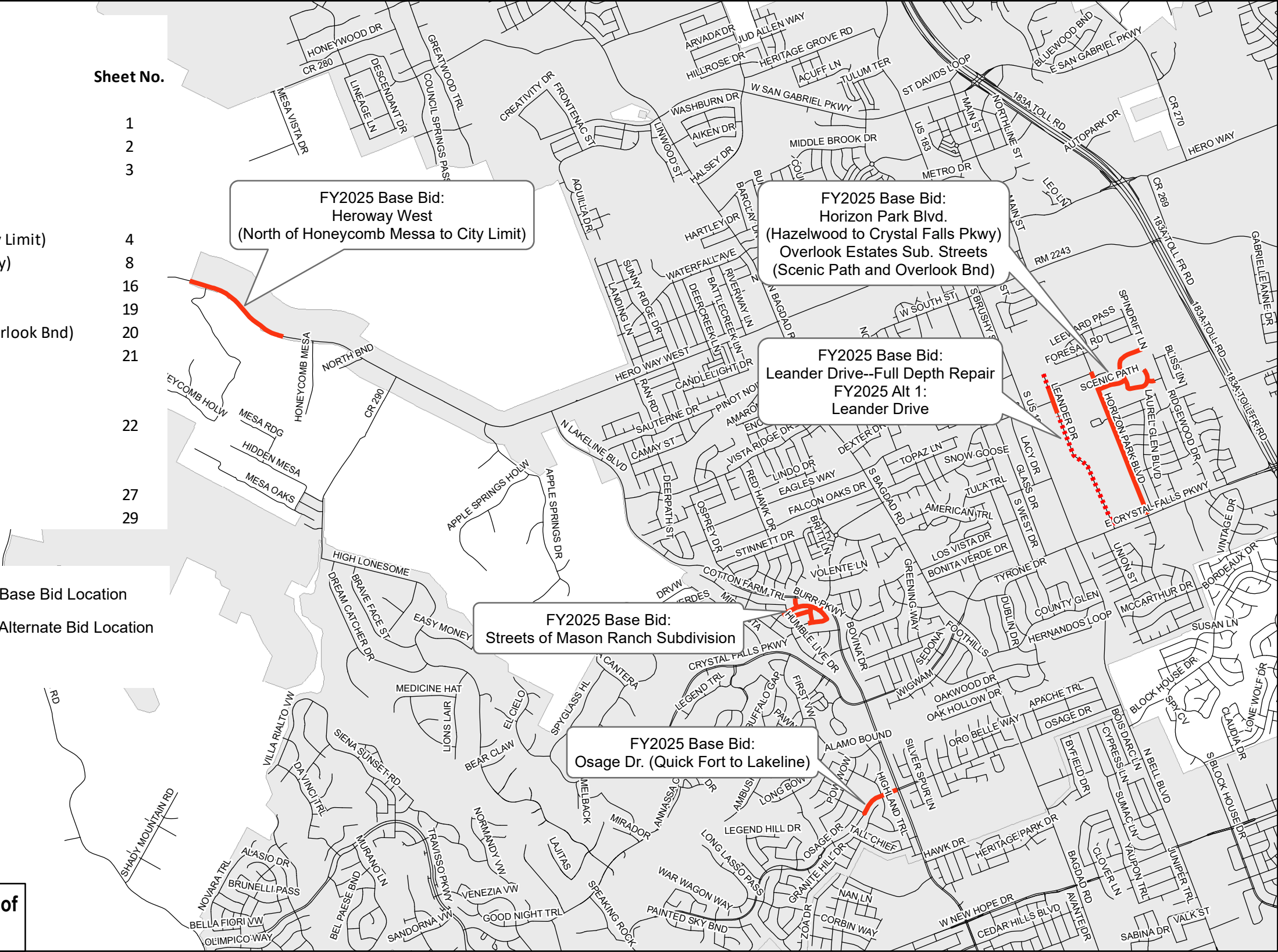


SHEET INDEX

Title	Sheet No.
Cover Sheet	1
General Notes	2
Project Notes	3
Base Bids:	
A. Heroway West (North of Honeycomb Messa to City Limit)	4
B. Horizon Park Blvd. (Hazelwood to Crystal Falls Pkwy)	8
C. Osage Dr. (Quick Fort to Lakeline)	16
D. Leander Drive--Full Depth Repair	19
E. Overlook Estates Sub. Streets (Scenic Path and Overlook Bnd)	20
F. Streets of Mason Ranch Subdivision	21
Bid Alternative:	
Alt 1: Leander Drive	22
Details and Standards:	
Details	27
TXDOT Standards	29

- FY2025 Proposed Roadway Rehabilitation Base Bid Location
- FY2025 Proposed Roadway Rehabilitation Alternate Bid Location
- City of Leander City Limit

This Map has been produced by City of Leander and is for Information purposes only.



City of Leander Roadway Rehabilitation FY 2025

BID TABULATION

Bid Opening Date = 04/24/2025

<u>S.N.</u>	<u>Street Name</u>	<u>Lone Star Paving</u>	<u>Texas Materials Group, Inc</u>	<u>Bennett Paving, Inc.</u>	<u>Alpha Paving Industries, LLC</u>
1	A. Heroway West (North of Honeycomb Messa to City Limit)	\$ 162,747.00	\$ 161,201.00	\$ 178,004.00	\$ 182,940.00
2	B. Horizon Park Blvd. (Hazelwood to Crystal Falls Pkwy)	\$ 287,708.70	\$ 268,627.80	\$ 296,213.00	\$ 319,476.00
3	C. Osage Dr. (Quick Fort to Lakeline)	\$ 241,195.20	\$ 246,149.60	\$ 266,252.85	\$ 293,004.20
4	D. Leander Drive--Full Depth Repair	\$ 139,524.00	\$ 138,286.80	\$ 151,581.00	\$ 154,759.00
5	E. Overlook Estates Sub. Streets (Scenic Path and Overlook Bnd)	\$ 208,470.80	\$ 216,996.00	\$ 194,256.50	\$ 239,961.00
6	F. Streets of Mason Ranch Subdivision	\$ 196,200.60	\$ 225,842.50	\$ 207,889.20	\$ 248,919.00
7	Alt 1: Leander Drive	\$ 175,373.25	\$ 184,296.20	\$ 173,068.20	\$ 216,307.00

	Total Cost	\$ 1,411,219.55	\$ 1,441,399.90	\$ 1,467,264.75	\$ 1,655,366.20
--	-------------------	-----------------	-----------------	-----------------	-----------------

Low Bidder:

Lone Star Paving

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **CITY OF LEANDER**, a Texas Municipal Corporation ("Owner") and **Asphalt Inc., LLC dba Lone Star Paving Company** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Improvements including, but not limited to, the edge mill and overlay or mill and overlay, to include multiple full-depth repairs, striping, and other maintenance work on various City of Leander roadways.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **City of Leander Roadway Rehabilitation Fiscal Year 2025**

ARTICLE 3—ENGINEER

- 3.01 The part of the Project that pertains to the Work has been designed by **City of Leander Public Works Department, 607 Municipal Dr, Leander, TX 78641.**

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 30th, 2025.**

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner one-thousand dollars \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner one-thousand dollars \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* Contractor shall pay Owner one-thousand dollars \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Unit Price Work					
A. Heroway West (North of Honeycomb Messa to City Limit)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
340	DENSE GRADED HOT MIX ASPHALT TYPE C (2" THICK)	SY	8,160	\$ 11.45	\$ 93,432.00
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	960	\$ 53.50	\$ 51,360.00
500	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 750.00	\$ 750.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 2,725.00	\$ 2,725.00
666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	FT	6,400	\$ 1.00	\$ 6,400.00
666	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	FT	6,400	\$ 1.00	\$ 6,400.00
672	REFL PAV MRKR TY II A-A	EA	160	\$ 10.50	\$ 1,680.00
B. Horizon Park Blvd. (Hazelwood to Crystal Falls Pkwy)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
340	DENSE GRADED HOT MIX ASPHALT TYPE C (2" THICK)	SY	11,878	\$ 12.40	\$ 147,287.20
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	2,634	\$ 46.00	\$ 121,164.00
500	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 3,500.00	\$ 3,500.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 4,775.00	\$ 4,775.00
666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	FT	8,515	\$ 1.00	\$ 8,515.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	FT	28	\$ 7.50	\$ 210.00
672	REFL PAV MRKR TY II A-A	EA	213	\$ 10.50	\$ 2,236.50
672	REFL PAV MRKR TY II B-B	EA	2	\$ 10.50	\$ 21.00
C. Osage Dr. (Quick Fort to Lakeline)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
340	DENSE GRADED HOT MIX ASPHALT TYPE C (2" THICK)	SY	6,292	\$ 12.20	\$ 76,762.40
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	3,123	\$ 42.85	\$ 133,820.55
354	PLANING AND TEXTURING ASPHALT PAVEMENT (2")	SY	6,292	\$ 2.00	\$ 12,584.00
500	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 2,100.00	\$ 2,100.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 3,600.00	\$ 3,600.00
666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	FT	500	\$ 1.00	\$ 500.00
666	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	FT	1,430	\$ 1.00	\$ 1,430.00
666	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	FT	375	\$ 1.25	\$ 468.75
666	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	FT	250	\$ 2.00	\$ 500.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	FT	632	\$ 7.50	\$ 4,740.00

666	REFL PAV MRK TY I (Y) (24") (SLD) (100MIL)	FT	25	\$ 6.50	\$ 162.50
672	REFL PAV MRKR TY II A-A	EA	25	\$ 10.50	\$ 262.50
672	REFL PAV MRKR TY II B-B	EA	1	\$ 10.50	\$ 10.50
672	REFL PAV MRKR TY I-C	EA	48	\$ 10.50	\$ 504.00
666	REFL PAV MRK TY I (W) (ONLY) (100MIL)	EA	5	\$ 250.00	\$ 1,250.00
666	REFL PAV MRK TY I (W) (DOUBLE ARROW) (100MIL)	EA	2	\$ 275.00	\$ 550.00
666	REFL PAV MRK TY I (W) (RIGHT TURN ARROW) (100 MIL)	EA	3	\$ 150.00	\$ 450.00
666	REFL PAV MRK TY I (W) (LEFT TURN ARROW) (100 MIL)	EA	2	\$ 150.00	\$ 300.00
666	REFL PAV MRK TY I (W) (STRAIGHT ARROW) (100 MIL)	EA	1	\$ 150.00	\$ 150.00
666	REFL PAV MRK TY I (W) (BIKE SYML) (100 MIL)	EA	2	\$ 250.00	\$ 500.00
666	REFL PAV MRK TY I (W) (BIKE ARW) (100 MIL)	EA	2	\$ 150.00	\$ 300.00
COA 628	INLET PROTECTION	LS	1	\$ 250.00	\$ 250.00
D. Leander Drive--Full Depth Repair					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
340	DENSE GRADED HOT MIX ASPHALT TYPE C (2" THICK)	SY	2,374	\$ 13.25	\$ 31,455.50
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	2,374	\$ 43.75	\$ 103,862.50
500	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 1,100.00	\$ 1,100.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 2,725.00	\$ 2,725.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	FT	48	\$ 7.50	\$ 360.00
672	REFL PAV MRKR TY II B-B	EA	2	\$ 10.50	\$ 21.00
E. Overlook Estates Sub. Streets (Scenic Path and Overlook Bnd)					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
340	DENSE GRADED HOT MIX ASPHALT TYPE D (2" THICK)	SY	12,658	\$ 12.1	\$ 153,161.8
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	494	\$ 79	\$ 39,026.0
351	PLANING AND TEXTURING ASPHALT PAVEMENT, Edge Mill (0-2")	SY	6,790	\$ 1.5	\$ 10,185.0
500	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 2,600.0	\$ 2,600.0
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 3,015.0	\$ 3,015.0
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	FT	56	\$ 7.5	\$ 420.0
666	REFL PAV MRKR TY II B-B	EA	6	\$ 10.50	\$ 63.00
F. Streets of Mason Ranch Subdivision					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price

340	DENSE GRADED HOT MIX ASPHALT TYPE D (2" THICK)	SY	12,864	\$ 11.65	\$ 149,865.60
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	483	\$ 48.00	\$ 23,184.00
354	PLANING AND TEXTURING ASPHALT PAVEMENT, Edge Mill (0-2")	SY	6,790	\$ 1.50	\$ 10,185.00
500	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 5,500.00	\$ 5,500.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 2,725.00	\$ 2,725.00
666	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	FT	170	\$ 1.25	\$ 212.50
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	FT	300	\$ 7.50	\$ 2,250.00
666	REFL PAV MRK TY I (W) (ONLY) (100MIL)	EA	4	\$ 250.00	\$ 1,000.00
666	REFL PAV MRK TY I (W) (RIGHT TURN ARROW) (100 MIL)	EA	4	\$ 150.00	\$ 600.00
672	REFL PAV MRKR TY II B-B	EA	7	\$ 10.50	\$ 73.50
672	REFL PAV MRKR TY I-C	EA	10	\$ 10.50	\$ 105.00
COA 628	INLET PROTECTION	LS	1	\$ 500.00	\$ 500.00
Alt 1: Leander Drive					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
340	DENSE GRADED HOT MIX ASPHALT TYPE C (2" THICK)	SY	11,065	\$ 12.20	\$ 134,993.00
351	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	492	\$ 47.75	\$ 23,493.00
354	PLANING AND TEXTURING ASPHALT PAVEMENT, Edge Mill (0-2")	SY	6,835	\$ 1.50	\$ 10,252.50
500	MOBILIZATION/DEMOBILIZATION	LS	1	\$ 1,415.00	\$ 1,415.00
502	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$ 2,725.00	\$ 2,725.00
666	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	FT	530	\$ 1.00	\$ 530.00
666	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	FT	35	\$ 1.25	\$ 43.75
666	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	FT	115	\$ 2.00	\$ 230.00
666	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	FT	48	\$ 7.50	\$ 360.00
666	REFL PAV MRK TY I (W) (ONLY) (100MIL)	EA	2	\$ 250.00	\$ 500.00
666	REFL PAV MRK TY I (W) (RIGHT TURN ARROW) (100 MIL)	EA	2	\$ 150.00	\$ 300.00
666	REFL PAV MRK TY I (W) (LEFT TURN ARROW) (100 MIL)	EA	2	\$ 150.00	\$ 300.00
672	REFL PAV MRKR TY II A-A	EA	14	\$ 10.50	\$ 147.00
672	REFL PAV MRKR TY II B-B	EA	2	\$ 10.50	\$ 21.00
672	REFL PAV MRKR TY I-C	EA	6	\$ 10.50	\$ 63.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$ 1,411,219.55

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions,

estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) **One million four hundred eleven thousand two hundred nineteen dollars fifty-five cents [\$ 1,411,219.55]**.
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner and Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day from Owner approval of Application for Payment of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, as may be provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-Five (95)** percent of the value of the Work completed (with the balance being retainage).
 - b. **Eighty (80)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **Ninety-Five (95)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **Five (5)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of 4.25% percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. Evidence of Insurance
 4. Standard General Conditions. Edits highlighted.
 5. City of Leander Standard Definitions, Terms and Conditions.
 6. Specifications as listed in the table of contents of the project manual (copy of list attached).
 7. Drawings listed on the attached sheet index.
 8. IFB Bid documents.
 9. Addenda No. 1
 10. Addenda No. 2
 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Project Schedule
 - f. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above) and the terms and conditions of the Contract Documents are incorporated by reference and made part of this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.
- C. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Williamson County, Texas.
- D. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors' rights and duties hereunder.
- E. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, Contractor represents that neither Contractor nor any wholly owned subsidiary,

majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

- F. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- G. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- H. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- I. Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.
- J. Pursuant to Subchapter J, Chapter 552, Texas Government Code, Contractor shall:
 - i. 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;
 - ii. 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
 - iii. On completion of the Agreement, either:
 1. Provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of the Contractor; or
 2. 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 the Contractor agrees that the Agreement can be terminated if the Contractor 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."

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the date of the last signature and full execution of this agreement.

Owner:

CITY OF LEANDER

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Contractor:

Asphalt Inc., LLC dba Lone Star Paving Company

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

11675 Jollyville Rd. Ste #150
Austin, TX 78759
awarner@lspaving.com



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Approval of Bill of Sale and Assignment to QT South, LLC, for approximately 360 linear feet of 24" steel casing and related facilities, equipment, and appurtenances for future waterline installation in the amount of \$475,860.50; and authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.

BACKGROUND:

On June 5, 2014, the City of Leander approved Ordinance 14-035-00 to create the Municipal Utility District (MUD) for the Lively Ranch development. As part of the development agreement, the City of Leander agreed to provide water and wastewater services to this MUD development, which is located along State Highway 29.

On April 16, 2015, the City Council released Chisolm Water from their obligation to serve water to Lively Ranch with the understanding that the City would become their water supplier. While the waterline to serve Lively Ranch was being designed and constructed, the City of Leander entered into an interim wholesale water agreement with the City of Georgetown for Georgetown to serve the development until Leander could construct the new waterline along State Highway 29 from Kauffman Loop to Lively Ranch Road. The deadline of this agreement was August 8, 2021. Easement acquisition negotiations required additional time and, as a result, Leander was unable to meet its contractual deadline and an amendment to the original agreement was negotiated to extend Georgetown water services to Lively through February 8, 2022.

While completing design, the City of Leander, working with the developer, Hwy 29 Ventures 2015, LP, found an alternate solution to complete a shorter connection to Lively Ranch from Bonnet Boulevard to Lively Ranch Road, which helped the City achieve a connected water supply by the amended deadline and complete their contractual agreement with the City of Georgetown. The City of Leander still needs to complete the final segment of water line from Bonnet Boulevard to Kauffman Loop along State Highway 29, which will occur as development progresses along this corridor.

On July 18, 2023, while the City of Leander was negotiating the purchase of an easement with Rancho Sienna, the City was made aware that Rancho Sienna had sold the corner property at Kauffman Loop and State Highway 29 to QT South, LLC, for the construction of a new QuikTrip convenience store. QT South, LLC did not want the City to place a water line through their site, largely in part because of their underground tank systems, including fuel tanks and electrical services, which a QuikTrip convenience store requires. After much negotiation, the City agreed with QT South, LLC, to have QT South, LLC's contractor install a steel casing through their site to facilitate the water line installation at a later date with the City of Leander agreeing to reimburse them for the cost. QT South, LLC has completed installation of the steel casing and has submitted a request for reimbursement in the amount of \$475,860.50.

HISTORY/TIMELINE:

07/18/2023 – City of Leander learned that QT South, LLC had purchased the corner of Kauffman Loop and State Highway 29, and did not want the City to install a water line under their property;

08/17/2023 – QT South, LLC agreed to work with City of Leander to provide for future water line under their property;
 10/13/2023 – QT South, LLC proposed to trench in a new steel casing for the City of Leander;
 03/04/2024 – Contractor for QT South, LLC found that they could not open trench the installation of the steel sleeve, due to PEC electrical transmission system; estimate is approximately \$350,000.00.
 03/21/2024 – City Council approved procurement of easement from QT South, LLC.
 07/29/2024 – Contractor for QT South, LLC completed installation of casing for City of Leander. QT South, LLC provides reimbursement request for \$475,860.50;
 08/26/2024 - Contractor for QT South, LLC provided justification and explanation for higher cost to the City of Leander. See attachment;
 11/08/2024 – The Knight Law Firm, after researching best way to document reimbursement to QT South, LLC, developed a Bill of Sale option;
 01/17/2025 – Final version of Bill of Sale sent to QT South, LLC, for their review and approval;
 02/27/2025 – City of Leander and QT South, LLC, agreed to a final version of Bill of Sale
 04/23/2025 – Funds were allocated to reimbursement.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval

PRESENTER:

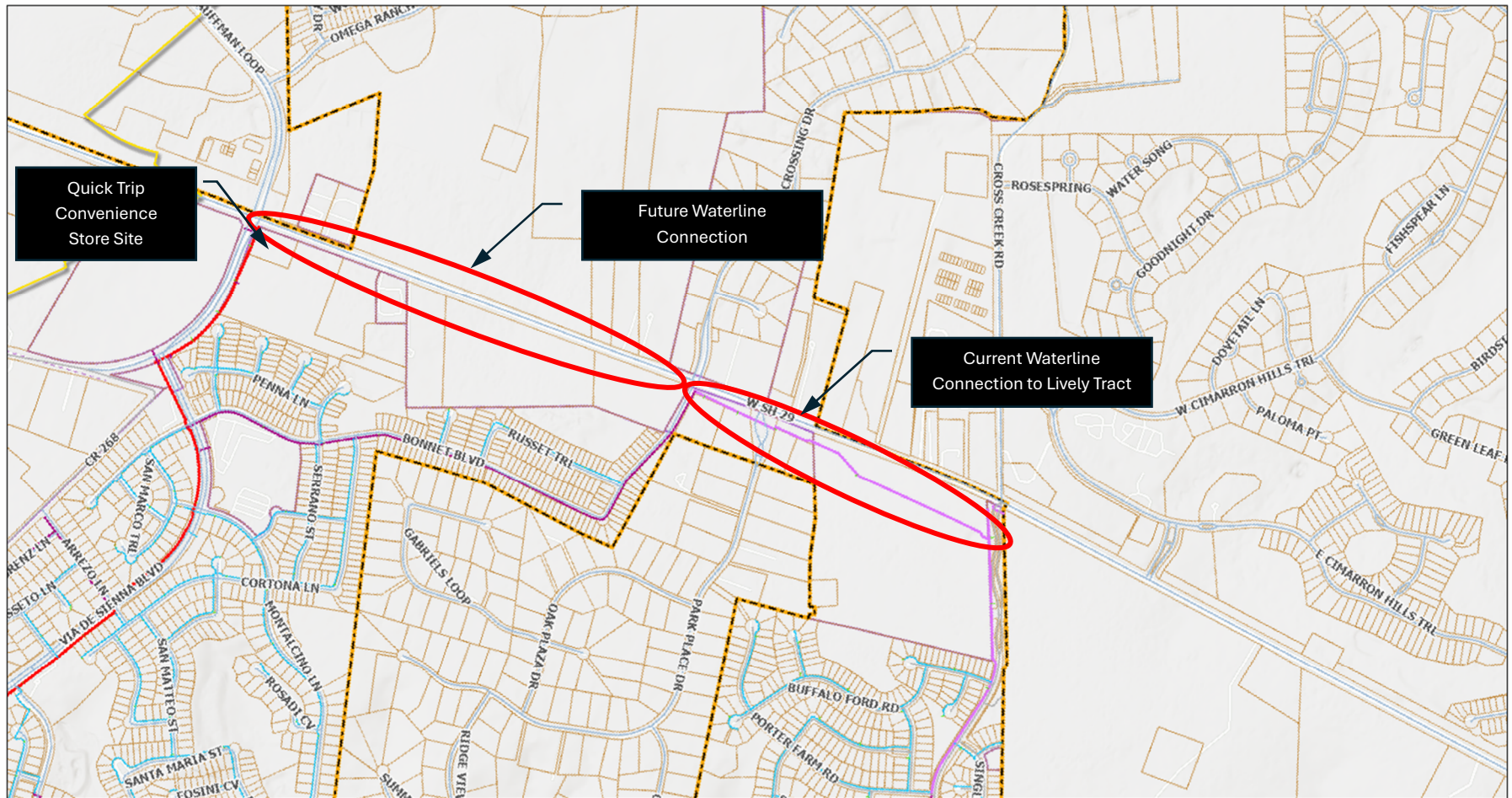
Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$475,860.50
<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>	Utility

Attachments:

1. Overview Map of Waterline Connections
2. Bill of Sale
3. QT Invoice Water Line Encasement
4. QT 4160 – Water Encasement Cost Narrative
5. 14-DA-007 Temporary Wholesale Water Agreement - Lively Recorded copy
6. Georgetown - First Amendment to Temporary Wholesale Water Services Agreement - 08-05-2021

Waterline Connection to Lively Tract



BILL OF SALE AND ASSIGNMENT

Date: _____, 202__

Grantor: QT South, LLC, a Texas limited liability company

Grantor's Mailing Address:

2007 Sam Bass Rd
Suite 100
Round Rock, Texas 78681
Williamson County, Texas

Grantee: City of Leander, Texas

Grantee's Mailing Address:

105 N. Brushy St.
Leander, Texas 78641
Attn: City Manager
Williamson County, Texas

Consideration: Four Hundred Seventy-Five Thousand Eight Hundred Sixty and 50/100 Dollars (\$475,860.50) and other good and valuable consideration in hand paid by Grantee.

Facilities: See Exhibit "A" attached hereto.

Intangible Assets: See Exhibit "B" attached hereto.

Grantor, for the consideration herein expressed, has GRANTED, SOLD, ASSIGNED, TRANSFERRED AND SET OVER, and by these presents does hereby GRANT, SELL, ASSIGN, TRANSFER AND SET OVER unto Grantee, its successors and assigns, all of Grantor's now existing and hereafter arising right, title, interest in, to and under the following:

- a) The Facilities as described on Exhibit "A"; and
- b) The Intangible Assets described on Exhibit "B."

Grantee hereby accepts the Facilities and the Intangible Assets, and assumes all rights and responsibilities associated therewith, including but not limited to the ownership, operation and maintenance of the Facilities.

Representations and Warranties:

Grantor makes the following representations and warranties relating to the Facilities and Intangible Assets:

- i. Grantor has the full legal right and authority to make the sale, transfer and assignment herein;
- ii. Grantor has good and marketable title to the Facilities and Intangible Assets; and

iii. The Facilities are being conveyed free and clear of all liens and encumbrances of any kind. Attached hereto is the All Bills Paid Affidavit and Release of Liens. There are no lienholders on the Facilities.

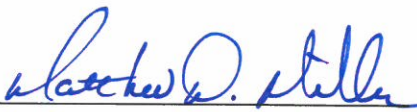
Grantor agrees to hereafter cooperate with Grantee and execute such other specific documents as may be necessary or appropriate to accomplish the transfers contemplated herein.

When the context requires, singular nouns and pronouns include the plural.

Executed effective March 4th, 2025

GRANTOR:

QT South, LLC, a Texas limited liability company

By: 
Name: Matthew D. Miller
Title: President

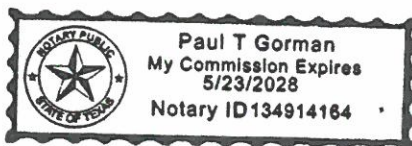
THE STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 4th day of March, 2025, by Matthew D. Miller of QT South, LLC, a Texas limited liability company, on behalf of said company.


Notary Public, State of Texas

(SEAL)



GRANTEE:

CITY OF LEANDER, a Texas home rule municipality

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the ____ day of _____, 202__
by Todd Parton, City Manager of the City of Leander, a Texas home rule municipality, on behalf
of said municipality.

Notary Public, State of Texas

(SEAL)

EXHIBIT A

Description of Facilities

Approximately three hundred sixty (360) linear feet of twenty-four inch (24") steel casing and related facilities, equipment, and appurtenances described in the QT 4160 Leander Encasement Pipe Exhibit drawing set forth in **Exhibit A-1** (the "Plans"), located underground within that certain Waterline Easement dated January 22, 2024 and recorded as Document # 2024033771 in the Official Public Records of Williamson County, Texas (the "Property").

EXHIBIT A-1

QT 4160 Leander Encasement Pipe Exhibit Drawing (the “Plans”)

LEANDER ENCASEMENT
PIPE EXHIBIT

QUIKTRIP

KIMLEY-HORN AND ASSOCIATES, INC.
10101 REUNION PLACE, SUITE 400, SAN ANTONIO, TX 78216
PHONE: 210-541-9166 FAX: 210-541-4699
WWW.KIMLEY-HORN.COM TYPE FIRM NO. 926

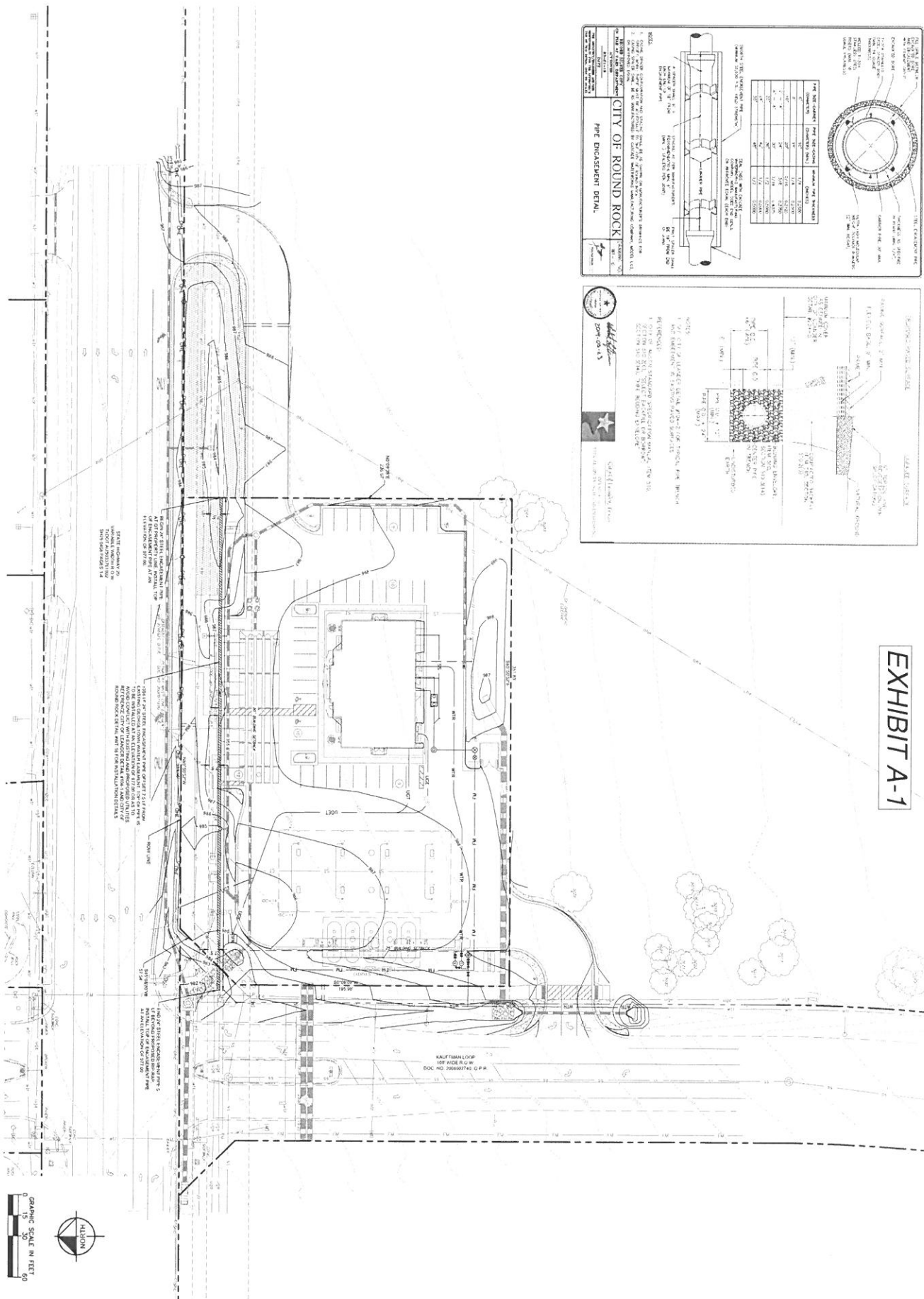
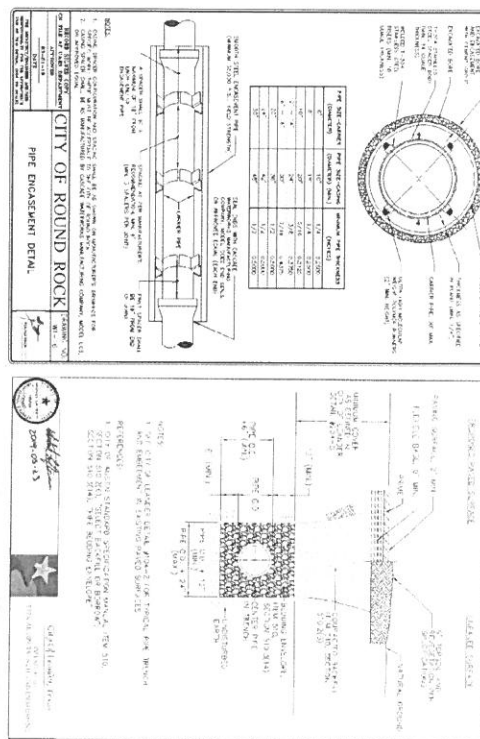


EXHIBIT B

Description of Intangible Assets

1. All books, records, construction records, contract rights, bonds, bid documents, financial records, plans and specifications, surveys, records, maintenance records, regulatory records and correspondence, permits, certificates, soil reports, inspection reports, engineering reports and other property and rights of any kind directly related to the Facilities (as defined in Exhibit "A" to this Bill of Sale and Assignment);
2. All governmental licenses, approvals, authorizations, permits and similar approvals to the extent they relate to the Facilities;
3. All third-party plans, studies, drawings, specifications, surveys, renderings and other technical descriptions to the extent (but only to the extent) they relate to the Facilities;
4. All contracts for the design and construction of the Facilities;
5. Any and all guaranties, indemnities, and warranties of any contractors, subcontractors, vendors, service contractors and suppliers involved in the construction, development, engineering and surveying associated with the Facilities, including without limitation, all rights and claims with respect thereto relating to quality, defects, and similar matters relating to the Property;
6. All claims, causes of action, bonds, and similar rights to the extent (but only to the extent) they relate to the Facilities;
7. All other ownership and use rights (intangible or otherwise) relating to the Facilities, and all rights, titles and interests appurtenant in any way to any of the foregoing;
8. All as-built plans and drawings directly related to the Facilities.

ALL BILLS PAID AFFIDAVIT AND RELEASE OF LIENS

STATE OF TEXAS

COUNTY OF Williamson

Date: February 27, 2025 | 1:10 PM CST

Contractor/Material

Provider ("Affiant"): Cissell Mueller Construction, Inc.

Project: QT 4160 Leander Encasement Pipe

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 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 27 day of February, 2025

AFFIANT:

Signature: Gregg Garrison

Typed Name: Gregg Garrison

Title: Project Manager

STATE OF TEXAS

COUNTY OF Harris

BEFORE ME the undersigned authority on this day personally appeared Gregg Garrison, 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 27th day of Feb, 2025.

[SEAL]



Amanda Garrison
Notary in and for the State of Texas

Name: Amanda Garrison

My commission expires: 02/01/2027



PCCO #QT-001

Cissell Mueller Construction, Inc.
5530 Salt River Road
St. Peters, Missouri 63376
Phone: (636) 970-0330
Fax: (636) 970-2116

Project: 2023041 - QT #4160 Leander, TX
7601 W. SH 29
Georgetown, Texas 78628

Prime Contract Change Order #QT-001: Future Water line encasement

TO:	QuikTrip Corporation 4705 S 129th E Ave Tulsa, Oklahoma 74134	FROM:	Cissell Mueller Construction, Inc. 5530 Salt River Road St. Peters Missouri 63376
DATE CREATED:	7/ 29 /2024	CREATED BY:	Gregg Garrison (Cissell Mueller Construction, Inc.)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	07/29 /2024
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
CONTRACT FOR:	1:4160 - Georgetown / Leander	TOTAL AMOUNT:	\$ 475,860.50

DESCRIPTION:

Change order to capture additional labor, materials, and equipment costs associated with installing approx 360LF of 24" steel casing for future water line installation. Proposal includes installation via Jack & Bore method, requiring an 18ft wide x 22ft long x 17ft deep bore pit with shoring. Shoring support for live underground transmission lines directly above the bore pit. Rock Removal at Bore pit and bedding for level bottom as required for jack & bore method. Provide Jack & Bore machine with operator, & laborers to complete Bore of approx 360LF and install 24" steel casing with welded joints every 10ft, installing welded cap at both ends. Remove shoring, backfill & compact bore pit

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
QT-001	Water Line Encasement		475,860.50
TOTAL:			\$ 475,860.50

CHANGE ORDER LINE ITEMS:

PCO # QT-001 : Water Line Encasement

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	15-33082510.777 - QT Water Util Dist Piping & Equip	Bore Pit Labor	Labor	\$ 18,900.00
2	N/A	15-33082510.777 - QT Water Util Dist Piping & Equip	Bore Pit/bore materials	Material	\$ 68,308.50
3	N/A	15-33082510.777 - QT Water Util Dist Piping & Equip	Bore pit equipment	Equipment	\$ 43,802.00
4	N/A	15-33082510.777 - QT Water Util Dist Piping & Equip	Bore Subcontract	Subcontract	\$ 344,850.00
Subtotal:					\$475,860.50
Grand Total:					\$475,860.50



QuikTrip Corporation

AUSTIN DIVISION
2007 Sam Bass Rd
Suite 100
Round Rock, TX 78681

August 26, 2024

City of Leander – Planning Department
P.O. Box 319
Leander, Texas 78646

Re: **QuikTrip 4160**
Lively Tract – Off-Site Waterline Encasement Pipe Installation

Mr. Bettis:

This letter will provide a project timeline and justification for the cost to install +/- 360LF of 24" steel casing for City of Leander's future water line installation.

Timeline:

February 2022 – QT South, LLC began due diligence and design for a new QuikTrip location on the southeast corner of SH 29 and Kauffman Loop in Leander ETJ.

July 2022 – Short Form Final Plat submitted to Leander.

August 2022 – First submittals made into Williamson County.

February 2023 – QT South, LLC closes transaction on 1.89 acres of land.

April 2023 – QuikTrip #4160 Short Form Final Plat is recorded in Williamson County.

June 2023 – QT #4160 design complete, permits imminent

June 2023 – "Notice of Waterline Easement Acquisition from City of Leander" sent.

July 2023 – QT reached out to Tony Bettis inquiring about the City's plans for this waterline and it's impact to QT #4160.

August 2023 – Teams meeting with Robert Costello (QT) and several members from the City to discuss the waterline project as well as the QT project. During this meeting, it was discussed that in an effort to not delay QuikTrip, we would install an encasement pipe with our construction for the City's future use. This was mutually agreed to be a win/win scenario as the City will not then be required to tear up our completed improvements in the future when the City installs the line and QuikTrip's business would not be adversely affected by doing so. Ref email follow up from QT to City, "Exhibit A".

September 2023 – Ongoing coordination between QT, City of Leander and Pape-Dawson, regarding the location, depth, and limits of encasement installation.

October 2023 – QT #4160 breaks ground with anticipated opening in June 2024. Initial estimate for the cost to install the encasement pipe was \$270,000. This scope only included 100LF.

November 2023 – City provides written concurrence of reimbursement for this effort. Ongoing coordination regarding details and specifics of encasement installation.

January 2024 – City provides final concurrence of design.

March 2024 – QT informs City that the estimated cost will be higher than initially anticipated due to having to go deeper to avoid existing underground high-powered electrical transmission lines that run the length of the alignment. Additionally, the entire run would now have to be done via jack and bore to avoid disturbing said lines. Estimate provided at this time was \$350,000. Installation was just getting started.

April 2024 – City of Leander closes on easement acquisition.

July 2024 – QT #4160 opens for business.

July 2024 – QT provides itemized actual cost incurred to install the encasement pipe to City of Leander. (Exhibit B)

Summary

The initial estimate of \$270,000 to install this encasement pipe was supplied without intimate knowledge of what exactly was going to be needed to perform this scope. QT was moving forward with our project, and even though we didn't have all the answers, we weren't going to slow down what had been in motion for the past nearly two years.

Once it was becoming clearer that the magnitude of this installation was increasing, QT informed the City that the estimated cost was increasing considerably due to several factors:

- there are 2 banks of live high voltage direct buried electrical transmission lines directly above the position of the water line which prohibited open trenching and typical installation methods.
- The depth of the installation had to be deepened, from 10' to 15' to avoid the electrical ducts and provide enough clearance for safe construction means and methods.

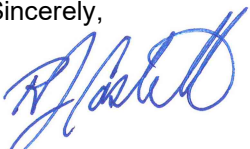
This second update to the cost estimate was provided at the onset of the installation (more challenges awaited as we progressed through the installation) and the estimate was \$350,000.

Upon the completion of our project, the actual incurred cost for the installation of this 24" steel encasement pipe totaled \$475,860.50. This cost includes two additional factors that the previous estimates did not:

- The bore is through solid rock which only allowed us to average approx. 10-12 ft per day of boring.
- Jack and bore method was required to be used due to the electric lines causing interference with the sensor to utilize a directional bore machine.

Please see photos of the bore pit that really puts the level of effort needed to make this happen into perspective, Exhibit C.

Sincerely,



Robert Costello
Real Estate Project Manager
QuikTrip Corporation – Austin Division

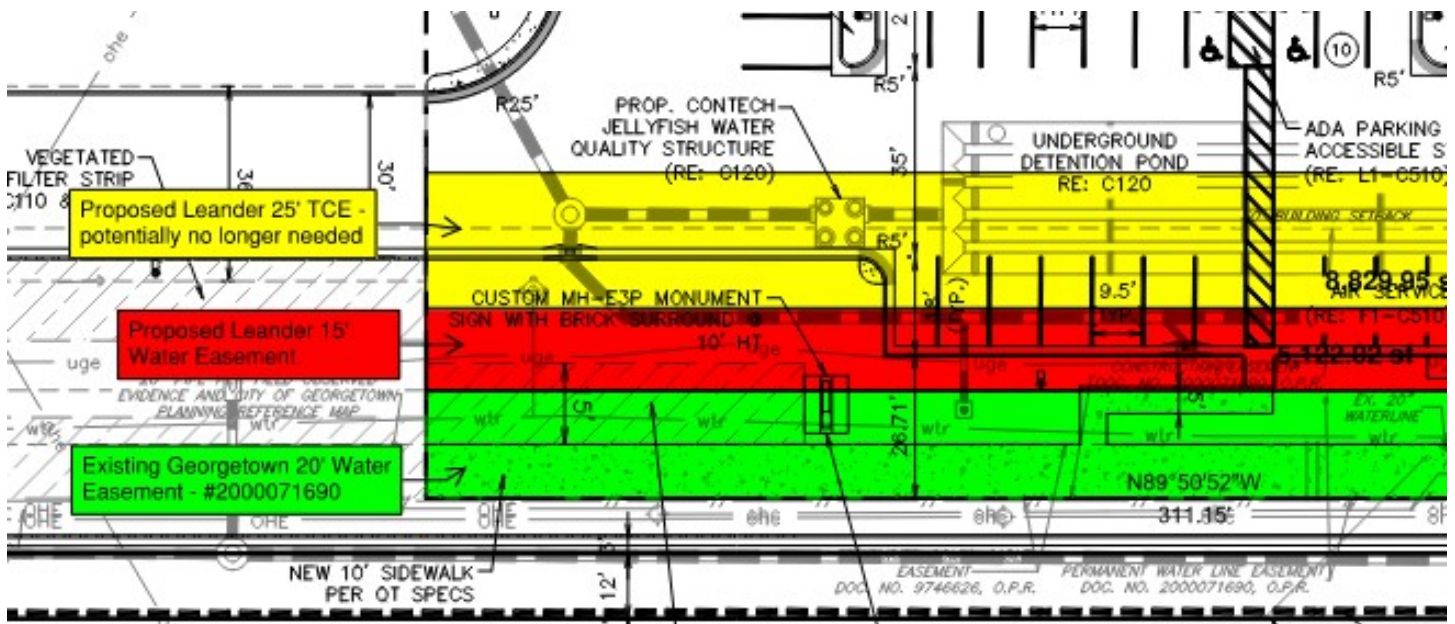
EXHIBIT A

Costello, Robert

From: Costello, Robert
Sent: Thursday, August 17, 2023 12:48 PM
To: Sarvesh Dhakal; psylvester@pape-dawson.com
Cc: Robin Griffin; tbettis@leandertx.gov; dgrimsbo@leandertx.gov; gellison@leandertx.gov; etruman@leandertx.gov; Costello, Robert
Subject: QuikTrip 4160 - Lively Water Line Easement
Attachments: 82-4160 Civil.dwg; 4160 Notice of Waterline Acquisition from City of Leander.pdf; QT 4160 Site Development Plans - 20230712.pdf

Sarvesh and Pete,

Please see attached cad file. I've also attached a marked up PDF of our site plan for quik reference showing the locations of the existing Georgetown easement, the permanent Leander easement and temporary construction easement.



Below are my takeaways from our meeting this morning. Please feel free to add anything I may have missed:

- Metes/bounds provided to QuikTrip overlaps with existing Georgetown water easement
- In an effort not to delay the City or QuikTrip, group discussed casing the proposed waterline throughout its run through the QT property, and that QT will install this casing with our construction
- Such work is subject to reimbursement to QT from City of Leander. Specific mechanism(s) to be determined...
- QT's development includes several encroachments into City's proposed water line easement – these encroachments shall be permitted (so long as all necessary TCEQ clearances are met)
- QT intends to begin construction in 60 days – mid/late October 2023

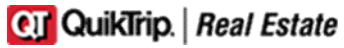
Follow up items:

- We did not discuss this, but under the scenario of QT installing the casing, the proposed TCE will be obsolete
- With the line being cased, it seems reasonable that the proposed easement can be reduced from the original 15'

Action items:

- City of Leander will confirm already acquired easements DO NOT overlap with Georgetown water easement (if they were made the same way the proposed QT easement was, they likely overlap)

- QT to provide City and Pape-Dawson plans to be marked up for desired location, horizontally and vertically, of casing (plans provided herein)
 - **Due back to QT by 8.25.23**
- QT will implement desired location of casing into our plans and further analyze constructability.
- Once designed and implemented in QT plans, a follow up meeting with this same group should be scheduled to review



Robert Costello | Real Estate Project Manager

C. (602) 317.7626 O. (512) 814-4326

[2007 Sam Bass Rd, Suite 100 | Round Rock, TX 78681](#)



EXHIBIT B

PCCO #QT-001

Cissell Mueller Construction, Inc.
5530 Salt River Road
St. Peters, Missouri 63376
Phone: (636) 970-0330
Fax: (636) 970-2116

Project: 2023041 - QT #4160 Leander, TX
7601 W. SH 29
Georgetown, Texas 78628

Prime Contract Change Order #QT-001: Future Water line encasement

TO:	QuikTrip Corporation 4705 S 129th E Ave Tulsa, Oklahoma 74134	FROM:	Cissell Mueller Construction, Inc. 5530 Salt River Road St. Peters Missouri 63376
DATE CREATED:	7/ 29 /2024	CREATED BY:	Gregg Garrison (Cissell Mueller Construction, Inc.)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	07/29 /2024
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
CONTRACT FOR:	1:4160 - Georgetown / Leander	TOTAL AMOUNT:	\$ 475,860.50

DESCRIPTION:

Change order to capture additional labor, materials, and equipment costs associated with installing approx 360LF of 24" steel casing for future water line installation. Proposal includes installation via Jack & Bore method, requiring an 18ft wide x 22ft long x 17ft deep bore pit with shoring. Shoring support for live underground transmission lines directly above the bore pit. Rock Removal at Bore pit and bedding for level bottom as required for jack & bore method. Provide Jack & Bore machine with operator, & laborers to complete Bore of approx 360LF and install 24" steel casing with welded joints every 10ft, installing welded cap at both ends. Remove shoring, backfill & compact bore pit

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
QT-001	Water Line Encasement		475,860.50
TOTAL:			\$ 475,860.50

CHANGE ORDER LINE ITEMS:

PCO # QT-001 : Water Line Encasement

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	15-33082510.777 - QT Water Util Dist Piping & Equip	Bore Pit Labor	Labor	\$ 18,900.00
2	N/A	15-33082510.777 - QT Water Util Dist Piping & Equip	Bore Pit/bore materials	Material	\$ 68,308.50
3	N/A	15-33082510.777 - QT Water Util Dist Piping & Equip	Bore pit equipment	Equipment	\$ 43,802.00
4	N/A	15-33082510.777 - QT Water Util Dist Piping & Equip	Bore Subcontract	Subcontract	\$ 344,850.00
Subtotal:					\$475,860.50
Grand Total:					\$475,860.50

EXHIBIT C



Note the aerially suspended electrical lines. This bore pit is 20' x 30' and 20' deep.





**TEMPORARY WHOLESALE WATER SERVICES AGREEMENT
BETWEEN
CITY OF GEORGETOWN
AND
CITY OF LEANDER**

This TEMPORARY WHOLESALE WATER SERVICES AGREEMENT (this "Agreement") is made and entered into by and between the CITY OF GEORGETOWN, home rule municipality located in Williamson County, Texas ("Georgetown") and the CITY OF LEANDER, home rule municipality located in Williamson County, Texas ("Leander").

WHEREAS, this Agreement governs the provision of temporary wholesale water services by Georgetown to Leander for approximately 437.05 acres of land described by metes and bounds on the attached Exhibit A and by sketch attached as Exhibit B (the "Land"); and

WHEREAS, Georgetown and Leander are parties to that certain "Settlement Agreement" in the Matter of the Application from the City of Georgetown, Certificate of Convenience and Necessity ("CCN") No. 12369, to Acquire Facilities and Transfer and Cancel CCN No. 11590 Held by Chisholm Trail Special Utility District in Bell, Burnet, and Williamson Counties (SOAH Docket No. 582-14-3380; TCEQ Docket No. 2014-0437-UCR) (the "Settlement Agreement"), and the "Agreement Regarding Release of the Lively Tract" (the "Release Agreement"), and

WHEREAS, the Settlement Agreement and the Release Agreement contemplate, among other things, that Leander will file an application with the TCEQ seeking to transfer the Land into Leander's water CCN, and that in the interim Georgetown and Leander will coordinate as to who will provide water service to the Land; and

WHEREAS, the Land has not yet been transferred into Leander's water CCN and Leander does not yet have the necessary capital improvements in place to provide water service to the Land; and

WHEREAS, on a temporary basis Georgetown can provide a daily wholesale potable water supply up to the Connection Limit (defined herein) and not to exceed the Annual Water Supply (defined herein) on an interim basis until the Leander Completion Date (defined herein), and Leander desires Georgetown to deliver said wholesale potable water to Leander on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Georgetown and Leander agree as follows:

**ARTICLE I
DEFINITIONS**

1.01 Definitions of Terms. In addition to the terms otherwise defined elsewhere in this Agreement, the following terms and phrases used in this Agreement will have the meanings set forth below.

(a) *"Active Connection"* means a connection for which there is an open utility account with Leander during any portion of a monthly billing period.

(b) *"Agreement"* means this Temporary Wholesale Water Services Agreement between Georgetown and Leander.

(c) *"Annual Water Supply"* means potable water in an amount not to exceed 153.3 million gallons per annum to be delivered by Georgetown to Leander under the terms and conditions of this Agreement.

(d) *"AWWA"* means the American Water Works Association.

(e) *"BRA"* means the Brazos River Authority.

(f) *"BRA System Agreements"* means, collectively the System Water Availability Agreements entered into by Georgetown and BRA pursuant to which Georgetown is entitled to divert water from the BRA River Basin.

(g) *"Connection"* means an Active Connection to the Leander System on the Land (defined herein), the cumulative number of which shall not exceed the Connection Limit (defined herein). For the purposes of this Agreement, a $\frac{3}{4}$ " meter is equivalent to one Connection. The number of Connections associated with multifamily structures or meters larger than $\frac{3}{4}$ " in size shall be the same as the number of "Service Units" calculated using Georgetown's meter equivalency standards set forth in Section 13.32.050 of Georgetown's Code of Ordinances, as said ordinance may be amended from time to time by Georgetown. Only residential Connections shall be allowed on the Land. Non-residential Connections are prohibited on the Land; provided that Georgetown and Leander acknowledge that an amenity center is proposed to be constructed on the Land and an appropriately-sized Connection for such amenity center shall not be prohibited, as long as the Connection Limit and the Annual Water Supply amount are not exceeded.

(h) *"Connection Limit"* means the cumulative number of Connections on the Land, which shall not exceed twelve hundred (1,200).

(i) *"Cure Period"* shall have the meaning set forth in Section 8.02(c).

(j) *"Customers"* means those persons owning or using a Connection on the Land.

(k) *"Delivery Point"* means the Master Meter, which shall be installed in the approximate location depicted on Exhibit C.

(l) *"Effective Date"* means the later of (1) June 1, 2015, or (2) the date when one or more counterparts of this Agreement, individually or taken together, bear the signatures of Georgetown and Leander.

(m) *"Emergency"* means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition or insufficiency of service or of facilities resulting from causes outside of the reasonable control of Georgetown.

The term includes Force Majeure and acts of third parties that cause the Georgetown System to be unable to provide the Wholesale Water Services agreed to be provided herein.

(n) "*Force Majeure*" means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity other than Georgetown or Leander or any civil or military authority, acts, orders or delays of any regulatory authorities with jurisdiction over the Parties, insurrections, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of a Party.

(o) "*Georgetown System*" means the facilities owned and operated by Georgetown, together with all extensions, expansions, improvements, enlargements, betterments and replacements to provide the Wholesale Water Services including, without limitation, the Master Meter after it is installed by Leander and accepted by Georgetown. The Georgetown System does not include any improvements on Leander's side of the Delivery Point or any facilities on any other wholesale customer's side of its delivery point and, for purposes of this Agreement, does not include any facilities used by Georgetown solely to provide retail potable water service, such as retail distribution lines and related valves, pressure reducing devices, pressure boosting facilities and improvements, retail meters and taps and individual retail customer service lines.

(p) "*Interim Connection Infrastructure*" means the capital improvements on the Leander side of the Delivery Point necessary to allow Georgetown to commence providing the Wholesale Water Services to the Land. The Interim Connection Infrastructure is generally shown on Exhibit D.

(q) "*Land*" means approximately 437.05 acres of land, described by metes and bounds on Exhibit A and by sketch on Exhibit B.

(r) "*Leander Completion Date*" means August 8, 2021.

(s) "*Leander System on the Land*" means the facilities owned and operated by Leander, including water transmission, distribution and delivery systems located on the Land, or that connect the Interim Connection Infrastructure to the Land that provide water service to Leander's retail customers within the Land, together with all extensions, expansions, improvements, enlargements, betterments and replacements to provide retail water service or wholesale water service to Customers with Connections within the Land. The Leander System on the Land includes the Interim Connection Infrastructure, but does not include the Master Meter or any facilities or improvements on Georgetown's side of the Delivery Point.

(t) "*Leander Water Utility System*" means the facilities owned and operated by Leander, including water transmission, distribution and delivery systems, together with all extensions, expansions, improvements, enlargements, betterments and replacements, that as of the Effective Date provide service to Leander's retail customers outside of the Land, which will, after construction of the Permanent Connection Infrastructure, provide water service to customers on the Land.

(u) "*Master Meter*" means the water meter to be placed at the Delivery Point which shall be used to measure the quantity of Annual Water Supply delivered by Georgetown to Leander for the purposes of this Agreement.

(v) "*Permanent Connection Infrastructure*" means the capital improvements to the Leander Water Utility System necessary to allow Georgetown to discontinue providing the Wholesale Water Services so that Leander via the Leander Water Utility System, the Permanent Connection Infrastructure, and the Leander System on the Land is the sole source of water service to the Land, and Georgetown is no longer providing Wholesale Water Services to Leander for the Land.

(w) "*Related Agreements*" means the "Agreement Regarding Release of the Lively Tract" among Leander, Georgetown, and Chisholm Trail Special Utility District; the "Agreement Regarding the Extraterritorial Jurisdiction Boundary Adjustment" by and between Georgetown, Leander, Donald H. Lively Family Partnership, Ltd., a Texas limited partnership, and Sentinel Land Company, LLC related to the Lively Tract"; the "Offsite Wastewater Utility Construction Agreement for the Lively Tract" a/k/a West Williamson County Municipal Utility District No. 2" among Georgetown, Sentinel Land Company, LLC and West Williamson County Municipal Utility District No. 2; and the "Wholesale Wastewater Services Agreement" between Leander and Georgetown.

(x) "*Retail Water Services*" means the provision of water services by Leander to Customers with residential Connections on the Land as further described in Section 2.03 of this Agreement.

(y) "*TCEQ*" means the Texas Commission on Environmental Quality or its successor agency.

(z) "*Wholesale Water Services*" means the temporary diversion or production of water, the transmission thereof to a place or places of treatment, the treatment of the water into potable form, and the transmission of the potable water to the Delivery Point by Georgetown to Leander in a quantity not to exceed the Annual Water Supply and not to exceed the Connection Limit for use by Customers with Connections on the Land under the terms and conditions specified in this Agreement.

1.02 Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing this Agreement.

ARTICLE II

PROVISION OF WATER SERVICES

2.01 Wholesale Water Services.

(a) **General.** Georgetown agrees to provide the Wholesale Water Services to Leander on the terms and conditions set forth herein.

(b) **Conditions Precedent.** Georgetown shall have no obligation to commence providing the Wholesale Water Services to any portion of the Land until all of the following events have occurred, and Georgetown will commence the provision of Wholesale Water Service after all of the following occur:

- (1) The Related Agreements are fully executed by the parties thereto and Leander is not in default of its obligations under the "Agreement Regarding Release of the Lively Tract" among Leander, Georgetown, and Chisholm Trail Special Utility District; the "Agreement Regarding the Extraterritorial Jurisdiction Boundary Adjustment" by and between Georgetown, Leander, Donald H. Lively Family Partnership, Ltd., a Texas limited partnership, and Sentinel Land Company, LLC, related to the Lively Tract"; or the "Settlement Agreement" in SOAH Docket No. 582-14-3380; TCEQ Docket No. 2014-0437-UCR; and
- (2) The Interim Connection Infrastructure and the Master Meter have been constructed in accordance with plans approved by Georgetown and Leander has provided written notice of same to Georgetown; and
- (3) Construction plans for the portion of the Land to be provided with the Wholesale Water Services have been approved by Leander and Leander has provided Georgetown with a copy of the approved plans; and
- (4) Wastewater service is available to a residential structure before Wholesale Water Services will be provided to such residential structure and Leander has provided Georgetown with written confirmation of same.

(c) **Georgetown System.** Georgetown shall be responsible for operating, maintaining, repairing, replacing, extending, improving and enlarging the Georgetown System, including the Master Meter after its initial installation by Leander, and keeping same in good working condition and shall promptly repair any leaks or breaks in the Georgetown System.

(d) **Limits on Wholesale Water Services.** Georgetown shall have no obligation to provide the Wholesale Water Services in excess of the Annual Water Supply, in excess of the Connection Limit, after the Leander Completion Date, or any time that Leander is in default of this Agreement after the expiration of a Cure Period.

(e) **Quantity and Pressure.** Subject to the terms and conditions of this Agreement, Georgetown agrees to deliver potable water to Leander for the Land, up to the Connection Limit and in an amount not to exceed the Annual Water Supply, for residential Connections on the Land. Georgetown agrees that the water supply shall be delivered at a minimum delivery pressure of 35 psi as measured at the Delivery Point.

(f) **Quality of Water Delivered to Leander.** The water delivered by Georgetown at the Delivery Point shall be potable water of a quality conforming to the requirements of any applicable federal or state laws, rules, regulations or orders, including requirements of the TCEQ applicable to water provided for human consumption and other domestic use. Each Party agrees to provide to the other Party, in a timely manner, any information or data regarding the quality of

treated water provided through this Agreement as required for reporting to the TCEQ or other state and federal regulatory agencies.

2.02 Wholesale Service Commitment Not Transferable. Georgetown's agreement to provide Wholesale Water Services is solely to Leander. Leander may not assign or transfer in whole or in part the Wholesale Water Services without Georgetown's prior written approval.

2.03 Retail Water Services.

(a) **General.** Subject to the terms and conditions of this Agreement, Leander will provide the Retail Water Services.

(b) **Limits.** Leander agrees that it shall not authorize, approve, make or allow Connections in excess of the Connection Limit; usage in excess of the Annual Water Supply; or nonresidential Connections on the Land; provided that Georgetown and Leander acknowledge that an amenity center is proposed to be constructed on the Land and an appropriately-sized Connection for such amenity center shall not be prohibited, as long as the Connection Limit and the Annual Water Supply amount are not exceeded. Leander further agrees that noncompliance with this Section shall be a material default of this Agreement after expiration of the Cure Period.

(c) **Delivery to Connections.** Leander shall be solely responsible for conveying potable water from the Delivery Point to the Connections.

(d) **Leander System on the Land.** Leander will be responsible for operating and maintaining the Leander System on the Land in good working order; for making all needed replacements, additions and improvements as required for the operation of the Leander System on the Land; for performing all inspections; for reading meters, billing and collecting from all Customers on the Land; and for performing all other usual and customary services and administrative functions associated with retail water utility systems. Leander will be solely responsible for applying Leander's ordinances, standards, and specifications to the design, construction, and acceptance for operation and maintenance of the Leander System on the Land and installation of the Connections. Leander shall be responsible for initially installing the Master Meter and for operating, maintaining, repairing, replacing, extending, improving and enlarging the Leander System on the Land in good working condition and shall promptly repair any leaks or breaks in the Leander System on the Land.

(e) **Exclusive Provider.** Leander agrees that Georgetown shall be the exclusive provider of the Wholesale Water Services and that no other person or entity shall be allowed to provide same; provided that Georgetown is not in default of this Agreement.

2.04 Water Source

(a) **BRA System Agreements.** The Parties acknowledge that the source of the Annual Water Supply is from the water secured by Georgetown in the BRA System Agreements. In the event that the amount of water supplied by BRA in the BRA System Agreements is reduced, the Annual Water Supply shall be reduced on a pro rata basis.

(b) **No Rights to Water Source.** Leander agrees that it shall never have or claim any interest in the Annual Water Supply, the BRA System Agreements, or any other potable or raw water owned or controlled by Georgetown, regardless of the source of the water. Leander is prohibited from selling any of the water provided to Leander under this Agreement to anyone other than those Customers having authorized Connections within the Land.

2.05 Title. Title to the water diverted, treated and transported to Leander by Georgetown under this Agreement shall remain with Georgetown at all times until it reaches the Delivery Point. At the Delivery Point, title to the water shall pass to Leander.

2.06 Rights and Responsibilities in Event of Leaks or Breaks. Leander shall be responsible for paying for all water delivered to it under this Agreement at the Delivery Point even if such water passed through the Delivery Point as a result of leaks or breaks in the Leander System on the Land.

2.07 Conservation and Drought Planning. Leander, by signing below, certifies that it has adopted and implemented a water conservation plan and a drought contingency plan in compliance with applicable TCEQ rules.

2.08 Curtailment of Service. If water service is curtailed by Georgetown to its wholesale or retail water customers due to the need to conduct maintenance operations or due to an emergency, Georgetown shall provide notice of same to Leander and Leander shall curtail retail service to the Customers on the same basis and for the same duration. Georgetown will impose such curtailments in a nondiscriminatory fashion. The Parties agree that they will not construe this Agreement to prohibit Georgetown from curtailing service completely in the event of a maintenance operation or Emergency for a reasonable period necessary to complete such maintenance operations or repairs or to respond to an Emergency.

2.09 Cooperation During Maintenance or Emergency. Leander will cooperate with Georgetown during periods of Emergency, replacement of facilities, or required maintenance. If necessary, upon prior notice, Leander will discontinue use of, cycle, test, inspect or otherwise operate and maintain the Leander System on the Land at its expense in a manner reasonably necessary for the safe and efficient completion of repairs or the replacement of facilities, the restoration of service, and the protection of the public health, safety, and welfare.

ARTICLE III **METERING PROVISIONS**

3.01 Master Meter Sizing and Installation. Leander shall be responsible for properly sizing and initially installing the Master Meter. Prior to installation of the Master Meter at the Point of Delivery, Leander shall submit the plans and specifications for the Master Meter to Georgetown for its review and approval.

3.02 Master Meter Accuracy. The Master Meter shall meet accuracy standards required by the AWWA with calibration maintained as described in Section 3.03.

3.03 Meter Calibration.

(a) **Annual Calibration.** The Master Meter shall be calibrated each calendar year by Georgetown at Georgetown's sole cost and expense. Georgetown shall provide prior notice of each such calibration, and a representative of Leander may be present to observe each calibration.

(b) **Testing.** In the event any question arises at any time as to the accuracy of the Master Meter, then the Master Meter shall be tested by Georgetown promptly upon demand of Leander. The expense of such tests shall be borne by Leander.

(c) **Corrections.** If, as a result of any test, the Master Meter is found to be registering inaccurately (in excess of AWWA and manufacturer's standards for the type and size of meter), the readings of the Master Meter shall be corrected at the rate of inaccuracy for any period which is definitely known or agreed upon. If no such period is known or agreed upon, the readings of the Master Meter shall be corrected at the rate of inaccuracy for the shorter of a period extending back either sixty (60) days from the date of demand for the test or, if no demand for the test was made, sixty (60) days from the date of the test. The records of the Master Meter readings, and all payments made on the basis of such readings for the applicable period, shall be adjusted accordingly.

ARTICLE IV **WHOLESALE WATER RATE AND CHARGES**

4.01 Wholesale Water Rates and Charges. The monthly wholesale water rate shall consist of two components: the monthly Base Charge and the monthly Volumetric Charge each as calculated as set forth in this Agreement (collectively, the "Wholesale Water Rate"). Except as otherwise provided in this Agreement, no other rates, fees or charges shall be owed by Leander to Georgetown for the Wholesale Water Services. The provisions of this Article IV shall survive termination of this Agreement; provided that Leander shall have no obligation to continue to pay the Wholesale Water Rate after the Permanent Connection Infrastructure is completed and Leander no longer receives Wholesale Water Services from Georgetown.

4.02 Base Charge. The monthly Base Charge component of the Wholesale Water Rate shall be calculated as follows:

(a) If the Master Meter is eight (8) inches or less in size, the Base Charge shall be equal to the rate corresponding to the size of the Master Meter set forth in Section 13.04.120(B)(1) of the City of Georgetown Code of Ordinances ("Outside City Limits/Monthly Customer Base Charge"), as the same may be amended from time to time by Georgetown.

(b) If the Master Meter is greater than eight (8) inches but less than or equal to twelve (12) inches in size, the Base Charge shall be calculated by using the conversion table in Section 13.32.050 of the City of Georgetown Code of Ordinances ("Conversion of Service Units") to calculate the number of service units corresponding to the meter size, and multiplying the result by the rate corresponding to the rate for three-fourth (3/4) inch meters set forth in Section 13.04.120(B)(1) of the City of Georgetown Code of Ordinances ("Outside City Limits/Monthly Customer Base Charge"), as said ordinances may be amended from time to time by Georgetown.

(c) If the Master Meter is greater than twelve (12) inches in size, the Base Charge shall be calculated on the same basis as set forth in Section 4.02(b) of this Agreement using AWWA principles.

4.03 Volumetric Charge. The monthly Volumetric Charge component of the Wholesale Water Rate shall be the rate set forth in Section 13.04.120(B)(3) of the City of Georgetown Code of Ordinances ("Monthly Nonresidential Customer Volumetric Charge"), which is currently \$2.40 per 1,000 gallons, as the same may be amended from time to time by Georgetown.

4.04 Revisions. Georgetown may adjust the Base Charge and the Volumetric Charge from time to time in its sole discretion. Georgetown shall give Leander at least sixty (60) days prior written notice of any increases in the Base Charge or the Volumetric Charge before such adjustments become effective as to Leander. The charges shall be established in accordance with standard AWWA principles. Notwithstanding anything to the contrary herein, commencing on the Leander Completion Date and continuing for every day thereafter that Georgetown continues to deliver potable water to the Delivery Point, the Wholesale Water Rate shall be as set forth in Section 7.03 of this Agreement.

4.05 Leander's Retail Water Rates and Charges. During the term of this Agreement, Leander will fix and collect rates and charges for retail water service that are, in the opinion of its governing body, sufficient, together with any other revenues available to Leander, to produce the amount necessary to construct, operate, repair, and maintain the Leander System on the Land and the Leander System (including the Interim Connection Infrastructure and the Permanent Connection Infrastructure), install the Master Meter, pay the Wholesale Water Rate to Georgetown, and perform its obligations under this Agreement. Leander will be solely responsible for ensuring that its retail rates and charges are determined and collected in accordance with applicable law.

4.06 Impact Fees. The water impact fees for the Land shall be those assessed and collected by the governing body of the City of Leander.

ARTICLE V BILLING AND PAYMENT

5.01 Billing Statement. Leander shall pay the Wholesale Water Rate in the time and manner described in this Section. For each billing period, Georgetown will provide to Leander a detailed statement of the Wholesale Water Rate due for that billing period calculated on the basis of readings of the Master Meter for the previous billing period that enables Leander to determine how the Wholesale Water Rate shown on the statement was calculated, and a statement of any amounts due under Section 5.03 of this Agreement, if applicable. Leander shall not be charged the Wholesale Water Rate until after the Leander commences receiving water through the Point of Delivery. Leander shall give Georgetown at least thirty (30) days' written notice at such time that Leander wishes Georgetown to commence Wholesale Water Service. Leander agrees to pay such rates and charges to Georgetown by check or bank-wire no later than the date that is thirty (30) days after the date of the invoice (the "Due Date") in order not to be considered delinquent; provided that Leander may dispute a bill as set forth in Section 5.02 and payment of an invoice

in full shall not constitute a waiver of Leander's right to dispute said invoice. Payment made by check must be received on or before the Due Date at the following address:

City of Georgetown
Attn: Utility Billing Department
300-1 Industrial Ave.
Georgetown, TX 78626

Leander shall request wiring instructions from Georgetown prior to remitting payment by bank wire.

5.02 Billing Disputes. If Leander at any time disputes the amount to be paid by it to Georgetown, Leander shall nevertheless promptly make the disputed payment or payments, but Leander shall have the right to seek a judicial determination whether the rates charged by Georgetown are in accordance with the terms of this Agreement. If it is subsequently determined by agreement or court decision that the disputed amount paid by Leander should have been less or more, Georgetown shall promptly revise the amount in a manner such that Leander or Georgetown shall recover the amount due. Disputed charges shall first attempt to be resolved using the procedures described in Section 8.02(a) or Section 8.04 of this Agreement before filing a petition with the administrative agency or court having jurisdiction.

5.03 Late Charges. Any amount billed to Leander that is not paid by the Due Date shall accrue an immediate ten percent (10%) penalty. Leander further agrees to pay all costs of collection, including attorney's fees.

5.04 Effect of Nonpayment. If Georgetown has not received payment from Leander of all amounts due under this Article V (including late charges and costs of collection) on or before the Due Date for the next monthly billing period immediately following the original Due Date, then Leander shall be in default of a material obligation under this Agreement. In the event of any such default, Georgetown may, in its discretion, restrict service to volumes sufficient to service only existing Connections until payment in full is made. Leander agrees that it shall not make or allow any new Connections on the Land until it has cured the default in full by paying all amounts owed under this Article V and confirming Georgetown's receipt and acceptance of same.

ARTICLE VI **REGULATORY COMPLIANCE**

6.01 Agreement Subject to Applicable Law. This Agreement will be subject to all valid rules, regulations, and applicable laws of the United States of America, the State of Texas and/or any other governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

6.02 Cooperation to Assure Regulatory Compliance. Since the Parties must comply with all federal, state, and local requirements to obtain permits, grants, and assistance for system construction, studies, etc., each Party will cooperate in good faith with the other Party at all times

to assure compliance with any such governmental requirements where noncompliance or non-cooperation may subject the Parties to penalties, loss of grants or other funds, or other adverse regulatory action in the performance of this Agreement.

ARTICLE VII

PERMANENT CONNECTION INFRASTRUCTURE

7.01 Request for Use of Easements. Leander may request Georgetown to consider use of any easements that Georgetown owns and controls that are located between the Leander Water Utility System and the Land to install the Permanent Connection Infrastructure. Georgetown shall promptly review such requests and advise Leander in writing whether use of such easements by Leander is acceptable to Georgetown and if so the terms and conditions of such use.

7.02 Completion of Permanent Connection Infrastructure. Not later than the Leander Completion Date, Leander shall complete, or cause completion of, construction of the Permanent Connection Infrastructure and shall provide Georgetown written notice that construction of the Permanent Connection Infrastructure is complete, Leander is able to serve the Land with potable water through the Leander System on the Land using the Permanent Connection Infrastructure and the Leander Utility System, and Georgetown can discontinue providing the Wholesale Wastewater Services (the "Notice of Completion"). Failure of Leander to complete construction of the Permanent Connection Infrastructure and/or to provide to Georgetown the Notice of Completion not later than the Leander Completion Deadline, shall be a material default of this Agreement. If the default remains uncured after the expiration of the Cure Period, Georgetown shall be entitled to pursue the rights and remedies allowed herein. .

7.03 Rate Adjustment After Leander Completion Date. If Leander fails to complete or cause completion of construction of the Permanent Connection Infrastructure on or before the Leander Completion Date, or fails to provide Georgetown the Notice of Completion on or before the Leander Completion Date, then for each day on and after the Leander Completion Date that Georgetown provides Wholesale Water Service to Leander, the Wholesale Water Rate shall be calculated as follows:

- (1) Monthly Base Charge – same as provided in Section 4.02 of this Agreement.
- (2) Monthly Volumetric Charge – the highest rate then set forth in Section 12.04.120(B)(2) of the City of Georgetown Code of Ordinances ("Monthly residential customer Volumetric charge, per 1,000 gallons"), as said ordinance may be amended from time to time by Georgetown.

The provisions of this Section 7.03 shall survive termination of this Agreement.

7.04 Prohibition Against New Connections. If Leander fails to complete or cause completion of construction of the Permanent Connection Infrastructure on or before the Leander Completion Date, or fails to provide Georgetown the Notice of Completion on or before the Leander

Completion Date, then Leander shall not approve or allow installation of any new Connections on the Land as of the Leander Completion Date.

ARTICLE VIII TERM, TERMINATION, DEFAULT, REMEDIES

8.01 Term and Termination.

(a) This Agreement shall become effective upon the Effective Date and shall continue until terminated by either Party as allowed herein. In the event that the Related Agreements are not fully executed on or before June 1, 2015, then this Agreement shall become null and void for all purposes as of June 1, 2015.

(b) In the event that any agreement included in the definition of "BRA System Agreements" is terminated or expires, this Agreement shall be terminated and be of no further force or effect. Either Party shall use good faith efforts to give adequate prior written notice of an anticipated termination or expiration of any agreement included in the definition of "BRA System Agreements."

8.02 Leander Default.

(a) **Default for Delinquent Bills.** The default procedure for non-payment of bills shall be as set forth in Article V of this Agreement, and, to the extent not remedied or addressed by those procedures, shall be as set forth in Section 8.02(c) of this Agreement.

(b) **Default for Permanent Infrastructure Connection.** The default procedures for failure to complete the Permanent Infrastructure Connection on or before the Leander Completion Date shall be as set forth in Sections 7.02 through 7.04 of this Agreement. In addition, Georgetown shall have the remedies available to it as are set forth in Section 8.02(c) of this Agreement.

(c) **General Default Procedures.** In addition to the remedies provided elsewhere in this Agreement, and except as otherwise provided in Sections 8.02(a) and (b) of this Agreement, in the event Leander fails to perform any of its obligations under this Agreement, Georgetown shall also have the right, after providing Leander written notice and a thirty (30) day opportunity to cure, which may be extended as provided in this Section 8.02(c) (the "Cure Period"), to pursue any remedy available at law or in equity, including but not limited to, the right to curtail or wholly discontinue providing Wholesale Water Services for any new and existing Connections and/or terminating this Agreement; the right to obtain a writ of mandamus or an injunction against Leander requiring Leander to immediately comply with its obligations under this Agreement without the necessity of showing irreparable harm or inadequate remedies at law; and/or enjoining Leander from providing retail or wholesale water service outside the Land. If the default cannot be cured within the Cure Period, but Leander commences the cure within the Cure Period and diligently pursues same, Leander shall have an additional period of time, not to exceed ninety (90) calendar days from the initial default notice, within which to complete the cure. The Cure Period, and any extension thereto allowed by this Section, must pass before

Georgetown may initiate any remedies available to it due to such breach. If Leander cures the breach to Georgetown's satisfaction, Georgetown may not initiate any such remedies. In addition, and notwithstanding Section 8.05 of this Agreement, if any administrative or judicial action or other legal proceeding is filed or threatened against Georgetown related to or arising from Leander's default under or breach of this Agreement, Leander shall pay all of Georgetown's reasonable attorney's fees, court costs, and expenses (even if not recoverable by law as court costs), and administrative, civil or criminal penalties or fines incurred in that action or proceeding and all appellate proceedings, only to the extent such fees, costs, expenses, penalties, or fines are due to Leander's breach of this Agreement. For the purposes of this section, the term "attorney's fees" includes, without limitation, paralegal fees, investigative fees, testifying or consulting expert fees, administrative costs, disbursements, and all other charges incurred by Georgetown and the attorneys representing Georgetown.

8.03 Georgetown Default. In the event a default by Georgetown shall remain uncured thirty (30) days after receipt by Georgetown of written notice from Leander of the alleged default, Leander shall have the right to pursue any remedy available at law or in equity, provided, however, that if the default cannot be cured within the thirty (30) day period, but Georgetown commences the cure within the thirty (30) day period and diligently pursues same, Georgetown shall have an additional period of time, not to exceed ninety (90) days from the date of the initial default notice, within which to complete the cure. The cure period, and any extension thereto allowed by this Section, must pass before Leander may initiate any remedies available to it due to such breach. If Georgetown cures the breach to Leander's satisfaction, Leander may not initiate any such remedies. Notwithstanding anything to the contrary in this Agreement, in no event shall Leander be entitled to pursue or recover on any action for damages. Such remedies that Leander may pursue include, without limitation except for the limitation on non-recovery of damages, the right to obtain a writ of mandamus or an injunction against Georgetown requiring Georgetown to comply with their respective obligations under this Agreement, including the obligation to provide Wholesale Water Services to the Land in accordance with this Agreement, or Leander may terminate this Agreement for any such uncured default.

8.04 Good Faith Negotiations. The Parties agree that they will attempt to negotiate in good faith to resolve any disputes arising under this Agreement prior to filing a petition with a court or administrative agency having jurisdiction, and may engage in non-binding or binding mediation, arbitration or other alternative dispute resolution methods as allowed by the laws of the State of Texas and as they may mutually agree.

8.05 Attorneys' Fees. If either Party institutes legal proceedings to seek adjudication of an alleged default under this Agreement, the prevailing Party shall be entitled to recover reasonable and necessary attorneys' fees from the non-prevailing Party.

ARTICLE IX

GENERAL PROVISIONS

9.01 Assignment. The rights and obligations of a Party under this Agreement are not assignable in whole or in part without the prior written consent of the other Party.

9.02 Amendment. This Agreement may be amended or modified only by written agreement duly authorized by the respective governing bodies of Leander and Georgetown and executed by duly authorized representatives of each.

9.03 Cooperation.

(a) The Parties shall cooperate with each other as reasonably and necessary to carry out the intent of this Agreement, including but not limited to the execution of such further documents as may be reasonably necessary.

(b) In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the Parties agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement.

9.04 Notices. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party. Notice is effective when received. For purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

City of Leander:

City of Leander
Attn: City Manager
200 W. Willis
Leander, TX 78641

With copy to:

Paige Saenz
Knight & Partners
223 W. Anderson Lane, Suite A105
Austin, Texas 78752

City of Georgetown:

City of Georgetown
Attn: City Manager
113 E. 8th Street
Georgetown, Texas 78626

With copy to:

City of Georgetown
Attn: City Attorney
113 E. 8th Street

Georgetown, Texas 78626

The Parties may change their respective addresses to any other address within the United States of America, and may designate a different or additional person to receive Notice, by giving at least five (5) days' written Notice to the other Party.

9.05 Severability; Waiver.

(a) If any part, term or provision of this Agreement is held by the courts to be illegal, invalid or otherwise unenforceable, such illegality, invalidity or unenforceability shall not affect the validity of any other Party, term or provision, and the rights of the Parties will be construed as if the part, term or provision was never part of this Agreement.

(b) Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

9.06 Applicable Law and Venue. This Agreement will be construed under and in accordance with the laws of the State of Texas. All obligations of the Parties created in this Agreement are performable in Williamson County, Texas, and venue for any action arising under this Agreement will be in Williamson County, Texas.

9.07 Entire Agreement. This Agreement and the "Agreement Regarding Release of the Lively Tract" among Leander, Georgetown, and Chisholm Trail Special Utility District; the "Agreement Regarding the Extraterritorial Jurisdiction Boundary Adjustment" by and between Georgetown, Leander, Donald H. Lively Family Partnership, Ltd., a Texas limited partnership, and Sentinel Land Company, LLC related to the Lively Tract; or the "Settlement Agreement" in SOAH Docket No. 582-14-3380; TCEQ Docket No. 2014-0437-UCR, as the same may be amended from time to time, constitute the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement and the Related Agreements supersede any prior or contemporaneous oral or written understandings or representations of the Parties concerning the subject matter.

9.08 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than to the Parties, any rights, benefits, or remedies under or by reason of this Agreement.

9.09 Duplicate Originals; Multiple Counterparts. This Agreement may be executed in duplicate originals each of equal dignity. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

9.10 Records. Georgetown and Leander each agree to preserve, for a period of at least five years after this Agreement is terminated or fully performed, all books, records, test data, charts

and other records and documents pertaining to this Agreement. Georgetown and Leander shall each have the right, respectively, during reasonable business hours to inspect such records and documents.

9.11 Exhibits, Headings, and Construction. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement will become effective as of the Effective Date only if one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

9.12 State Approval, Compliance with TCEQ Rules. Anything herein to the contrary notwithstanding, it is the intention of the Parties that this Agreement fully comply with the requirements of the TCEQ applicable to public drinking water systems which receive water through a sole-source water supply contract. The Parties each agree to provide any information which may be requested by the other Party in order to respond to any inquiries or reports required by the TCEQ. If, at any time, it is determined that this Agreement does not comply with all applicable TCEQ requirements, the Parties agree to amend this Agreement in order to effect such compliance.

9.13 Force Majeure. If any Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, other than an obligation to pay or provide money, then such obligations of that Party to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the affected Party, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of the affected Party.

9.14 Authority of Parties Executing Agreement, Validity. Georgetown certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. Leander certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances.

9.15 Time is of the Essence. Time is of the essence with respect to Leander's obligation to substantially complete the Permanent Connection Infrastructure before the Leander Completion Date. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period

falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

9.16 Exhibits. The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A - Metes and Bounds Description of the Land
- Exhibit B - Sketch of the Land
- Exhibit C - Map Showing Delivery Point
- Exhibit D - Interim Connection Infrastructure

CITY OF GEORGETOWN

By: Dale Ross
Dale Ross, Mayor

Date: 04/28/15

ATTEST:

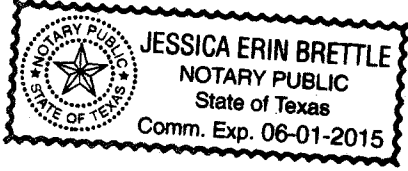
Jessica Brettle
Jessica Brettle, City Secretary

APPROVED AS TO FORM:

Bridget Chapman
Bridget Chapman, City Attorney

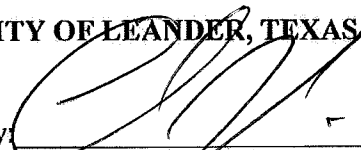
STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the 28 day of April, 2015, by Dale Ross, Mayor of the City of Georgetown, Texas, a home-rule city, on behalf of the city.



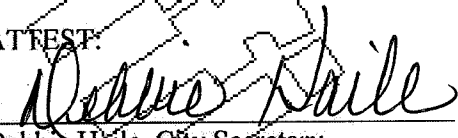
Jessica Brettle
Notary Public Signature

CITY OF LEANDER, TEXAS

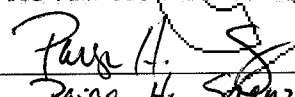
By: 
Christopher Fielder, Mayor

Date: 4/24/15

ATTEST:


Debbie Haile, City Secretary

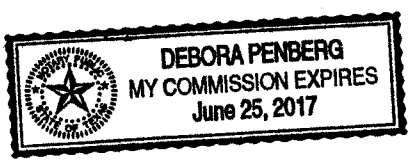
APPROVED AS TO FORM:


Paige H. Schenz, City Attorney

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me the 24th day of April, 2015 by Christopher Fielder, Mayor of the City of Leander, Texas, a home-rule city, on behalf of the city.




Notary Public Signature

CONSENT BY CHISHOLM TRAIL SPECIAL UTILITY DISTRICT:

Chisholm Trail Special Utility District has no obligations under this Agreement and is not a party hereto. Chisholm Trail Special Utility District is executing this Agreement solely for purposes of evidencing its consent to the provision of the retail water service by Leander to and within the Land.

CHISHOLM TRAIL SPECIAL UTILITY DISTRICT

BY: Delton Robinson
NAME: Delton Robinson
TITLE: President, CTSUD Board
DATE: May 14, 2015

Mildred L. [Signature]
DISTRICT SECRETARY



Linda Ruth White
Notary
STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me the 14th day of May, 2015, by Delton Robinson, CTSUD Board of Directors President.

Exhibit "A"
Land – Metes and Bounds



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**386.98 ACRES
GREENLEAF FISK SURVEY, ABSTRACT NO. 5,
BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 420
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 386.98 ACRES (APPROXIMATELY 16,856,662 SQ. FT.), IN THE GREENLEAF FISK SURVEY ASBTRACT NO. 5, WILLIAMSON COUNTY, TEXAS AND THE BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 420, WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 30' STRIP (FIRST TRACT) AND A PORTION OF A 437.64 ACRE TRACT (SECOND TRACT), DESCRIBED IN A SPECIAL WARRANTY DEED TO DON H. LIVELY FAMILY PARTNERSHIP, LTD., DATED DECEMBER 29, 1998 AND RECORDED IN DOCUMENT NO. 9901719 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A 2.64 ACRE TRACT DESCRIBED IN A SPECIAL WARRANTY DEED TO DON H. LIVELY FAMILY PARTNERSHIP, LTD., DATED JULY 3, 2013 AND RECORDED IN DOCUMENT NO. 2013063744 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 386.98 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "Chaparral" cap set in the south right-of-way line of State Highway 29 (right-of-way width varies), for the northeast corner hereof, being the northeast corner of said 30' strip, and being the northwest corner of a 491.95 acre tract described in Volume 570, Page 483 of the Deed Records of Williamson County, Texas;

THENCE, leaving said State Highway 29, with the west line of said 491.95 acre tract, as found fenced, occupied and used upon the ground, in part being the east line of said 30 foot strip, and in part being the east line of said 437.64 acre tract, the following twelve (12) courses and distances:

1. South 21°44'59" East, a distance of 1251.15 feet to a 1/2" rebar with "Chaparral" cap set for the southeast corner of said 30 foot strip, being the northwest corner of said 437.64 acre tract;
2. South 12°17'52" West, a distance of 47.71 feet to a 1/2" rebar with "Chaparral" cap set;

Page 2

3. South 19°23'38" East, a distance of 1435.72 feet to a 1/2" rebar with "Chaparral" cap set;
4. South 20°38'46" East, a distance of 385.75 feet to a 1/2" rebar with "Chaparral" cap set;
5. South 20°36'37" East, a distance of 210.67 feet to a 1/2" rebar with "Chaparral" cap set;
6. South 20°46'45" East, a distance of 651.86 feet to a calculated point;
7. South 20°59'20" East, a distance of 822.02 feet to a calculated point;
8. South 21°49'53" East, a distance of 493.25 feet to a 1/2" rebar with "Chaparral" cap set;
9. South 21°36'00" East, a distance of 253.35 feet to a 1/2" rebar with "Chaparral" cap set;
10. South 21°35'17" East, a distance of 184.35 feet to a 1/2" rebar with "Chaparral" cap set;
11. South 21°23'05" East, a distance of 662.69 feet to a 1/2" rebar with "Chaparral" cap set;
12. South 21°27'49" East, a distance of 291.87 feet to a calculated point;

THENCE crossing said 437.64 acre tract, with the scaled Leander/Georgetown E.T.J. line (provided to the surveyor by others), with a curve to the left, having a radius of 11456.00 feet, a delta angle of 12°39'29" an arc length of 2530.89 feet, and a chord which bears South 35°28'40" West, a distance of 2525.75 feet to a calculated point in the south line of said 437.64 acre tract, same being the north line of a 121.45 acre tract described in Document No. 2008092676 of the Official Public Records of Williamson County, Texas and also being in the centerline of the south fork of the San Gabriel River;

THENCE with the centerline of the south fork of the San Gabriel River, continuing with the south line of said 437.64 acre tract, in part being the north line of said 121.45 acre tract, and in part being the north line of a 206.57 acre tract described in Document No. 2013115216 of the Official Public Records of Williamson County, Texas, the following four (4) courses and distances:

1. North 83°25'10" West, a distance of 395.30 feet to a calculated point;

Page 3

2. South 88°03'44" West, a distance of 96.03 feet to a calculated point for the northwest corner of said 121.45 acre tract, being the northeast corner of said 206.57 acre tract;
3. South 88°03'44" West, a distance of 67.44 feet to a calculated point;
4. South 75°21'26" West, a distance of 56.85 feet to a calculated point for the southwest corner of said 437.64 acre tract, being an angle point in the north line of said 206.57 acre tract and also being the southeast corner of Lot 115, Gabriels-Overlook Section One, a subdivision of record in Cabinet S, Slide 218 of the Plat Records of Williamson County, Texas, for the southwest corner hereof;

THENCE with the west line of said 437.64 acre tract, same being the east line of Lots 108-115, said Gabriels-Overlook Section One, the following two (2) courses and distances:

1. North 21°35'09" West, a distance of 1226.40 feet to a 1/2" rebar found;
2. North 18°33'06" West, a distance of 381.17 feet to a 2" metal fence post found for an angle point in east line of said Lot 108, being the southeast corner of a 49.404 acre tract described in Document No. 2013103448 of the Official Public Records of Williamson County, Texas;

THENCE with the west line of said 437.64 acre tract, same being the east line of said 49.404 acre tract, the following seven (7) courses and distances:

1. North 18°17'49" West, a distance of 212.09 feet to a 2" metal fence post found;
2. North 20°46'27" West, a distance of 758.41 feet to a 1/2" rebar found;
3. North 20°52'26" West, a distance of 600.26 feet to a 1/2" rebar found;
4. North 21°32'38" West, a distance of 344.62 feet to a 1/2" rebar found;
5. North 20°28'31" West, a distance of 177.79 feet to a 1/2" rebar found;
6. North 20°34'25" West, a distance of 242.27 feet to a 1/2" rebar found;
7. North 21°11'57" West, a distance of 271.02 feet to a 2" metal fence post found for the northeast corner of said 49.404 acre tract, being the southeast corner of Lot 24 said Gabriels-Overlook Section One;

Page 4

THENCE with the west line of said 437.64 acre tract, same being the west line of Lots 7-24 of said Gabriels-Overlook Section One, the following seven (7) courses and distances:

1. North 22°52'22" West, a distance of 44.49 feet to a 1/2" rebar with "Chaparral" cap set;
2. North 23°26'14" West, a distance of 229.07 feet to a 1/2" rebar found;
3. North 19°27'56" West, a distance of 302.58 feet to a calculated point;
4. North 07°08'47" West, a distance of 459.01 feet to a 1/2" rebar found;
5. North 08°55'54" West, a distance of 832.85 feet to a 1/2" rebar with "Chaparral" cap set;
6. North 08°25'05" West, a distance of 789.61 feet to a 1/2" rebar found;
7. North 08°49'15" West, a distance of 328.34 feet to a 1/2" rebar found for the northwest corner of said 437.64 acre tract, being the northeast corner of said Lot 7 and also being an angle point in the south line of Lot 6, said Gabriels-Overlook Section One, for the westernmost northwest corner hereof;

THENCE with the north line of said 437.64 acre tract, in part being the south line of Lots 5 and 6 of said Gabriels-Overlook Section One, and in part being the south line of said 48.567 acre tract, the following five (5) courses and distances:

1. North 85°03'10" East, a distance of 180.43 feet to a 1/2" rebar found;
2. North 85°01'20" East, a distance of 357.83 feet to a 1/2" rebar found;
3. North 82°19'06" East, a distance of 113.06 feet to a 1/2" rebar with "Pate Surveyors" cap found;
4. North 82°13'59" East, a distance of 348.44 feet to a 1/2" rebar with "Pate Surveyors" cap found;
5. North 83°06'23" East, a distance of 1129.71 feet to a 1/2" rebar with "Chaparral" cap set for the southwest corner of said 2.64 acre tract, from which a 1/2" rebar with cap found near a fence corner post in the north line of said 437.64 acre tract, same being the southwest corner of said 30 foot strip and also being the southeast corner of said 2.64 acre tract, bears North 83°06'23" East, a distance of 95.70 feet;

Page 5

THENCE with the west line of said 2.64 acre tract, the following three (3) courses and distances:

1. North 21°33'09" West, a distance of 125.76 feet to a calculated point;
2. North 22°11'19" West, a distance of 670.90 feet to a calculated point;
3. North 22°44'17" West, a distance of 496.30 feet to a 1/2" rebar with "Chaparral" cap set on the south right-of-way line of said State Highway 29, being the northwest corner of said 2.64 acre tract, for the northernmost northwest corner hereof;

THENCE with the south right-of-way line of State Highway 29, in part being the north line of said 2.64 acre tract, and in part being the north line said 30 foot strip, with a curve to the right, having a radius of 5679.58 feet, a delta angle of 01°31'13", an arc length of 150.70 feet, and a chord which bears South 83°26'45" East, a distance of 150.69 feet to the **POINT OF BEGINNING**, containing 386.98 acres of land, more or less.

Surveyed on the ground June 18, 2014.

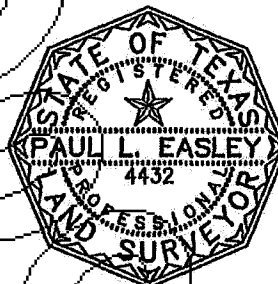
Bearing basis: The Texas Coordinate System of 1983, Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: None.



Paul L. Easley
Registered Professional Land Surveyor
State of Texas No. 4432
T.X.B.P.L.S. Firm No. 10124500

06/23/14



WEST WILLIAMSON COUNTY MUD NO. 2

SKETCH TO ACCOMPANY DESCRIPTION OF 386.98 ACRES IN THE GREENLEAF FISK SURVEY, ABSTRACT 5, AND THE BARTHOLEMEW MANLOVE SURVEY, ABSTRACT 420, AND THE A.H. PORTER SURVEY, ABSTRACT 490, IN WILLIAMSON COUNTY, TEXAS, BEING ALL OF A 30' STRIP (FIRST TRACT) AND A PORTION OF 437.64 ACRE TRACT (SECOND TRACT) DESCRIBED IN A DEED TO DON. H. LVELY FAMILY PARTNERSHIP, LTD. IN DOCUMENT NO. 9901719, AND ALL OF A 2.64 ACRE TRACT DESCRIBED IN A DEED TO DON. H. LVELY FAMILY PARTNERSHIP, LTD. IN DOCUMENT NO. 2013063744, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

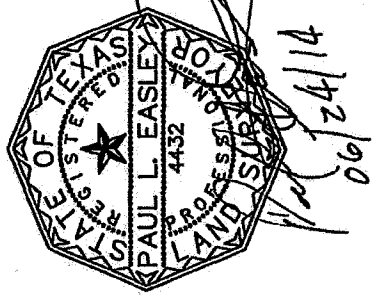
LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- M 1/2" REBAR WITH "FOREST RPLS #1847" CAP FOUND
- D 1/2" REBAR WITH "DIAMOND SURVEYING" CAP FOUND
- P 1/2" REBAR WITH "PATE SURVEYORS" CAP FOUND
- Cap 1/2" REBAR WITH ILLEGIBLE CAP FOUND
- W 1/2" REBAR WITH "WALKER 5283" CAP FOUND
- ▲ MAG NAIL FOUND
- ▲ 80D NAIL FOUND
- * COTTON SPINDLE FOUND
- ⊙ 2" METAL FENCE POST FOUND
- P.O.B. POINT-OF-BEGINNING
- R.O.W. RIGHT-OF-WAY
- () RECORD INFORMATION

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S21°44'59"E	1251.15'
L2	S12°17'52"W	47.71'
L3	S19°23'38"E	1435.72'
L4	S20°38'46"E	385.75'
L5	S20°36'37"E	210.67'
L6	S20°46'45"E	651.86'
L7	S20°59'20"E	822.02'
L8	S21°49'53"E	493.25'
L9	S21°36'00"E	253.35'
L10	S21°35'17"E	184.35'
L11	S21°23'05"E	662.69'
L12	S21°27'49"E	291.87'
L13	N83°25'10"W	395.30'
L14	S88°03'44"W	96.03'
L15	S88°03'44"W	67.44'
L16	S75°21'26"W	56.85'
L17	N21°35'09"W	1226.40'
L18	N18°33'06"W	381.17'
L19	N18°17'49"W	212.09'
L20	N20°46'27"W	758.41'
L21	N20°52'26"W	600.26'
L22	N21°32'38"W	344.62'
L23	N20°28'31"W	177.79'
L24	N20°34'25"W	242.27'
L25	N21°11'57"W	271.02'
L26	N22°52'22"W	44.49'
L27	N23°26'14"W	229.07'
L28	N19°27'56"W	302.58'
L29	N07°08'47"W	459.01'
L30	N08°55'54"W	832.85'

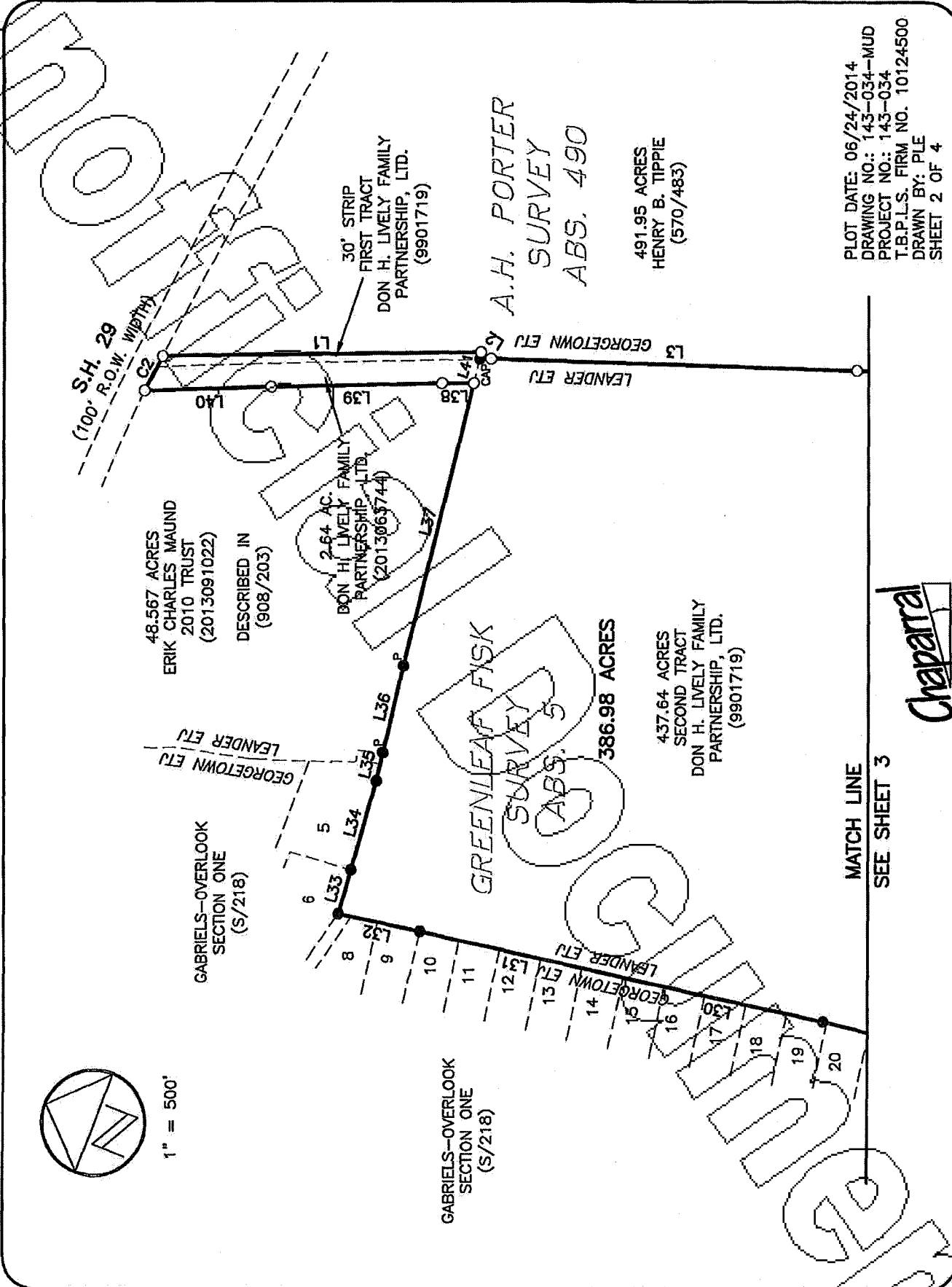
CURVE TABLE			
CURVE	RADIUS	DELTA	CHORD
C1	11456.00'	12°39'29"	2530.89'
C2	5679.58'	1°31'13"	150.70'

LINE TABLE		
LINE	BEARING	DISTANCE
L31	N08°25'05"W	789.61'
L32	N08°49'15"W	328.34'
L33	N85°03'10"E	180.43'
L34	N85°01'20"E	357.83'
L35	N82°19'06"E	113.06'
L36	N82°13'59"E	348.44'
L37	N83°06'23"E	1129.71'
L38	N21°33'09"W	125.76'
L39	N22°11'19"W	670.90'
L40	N22°44'17"W	496.30'
L41	N83°06'23"E	95.70'



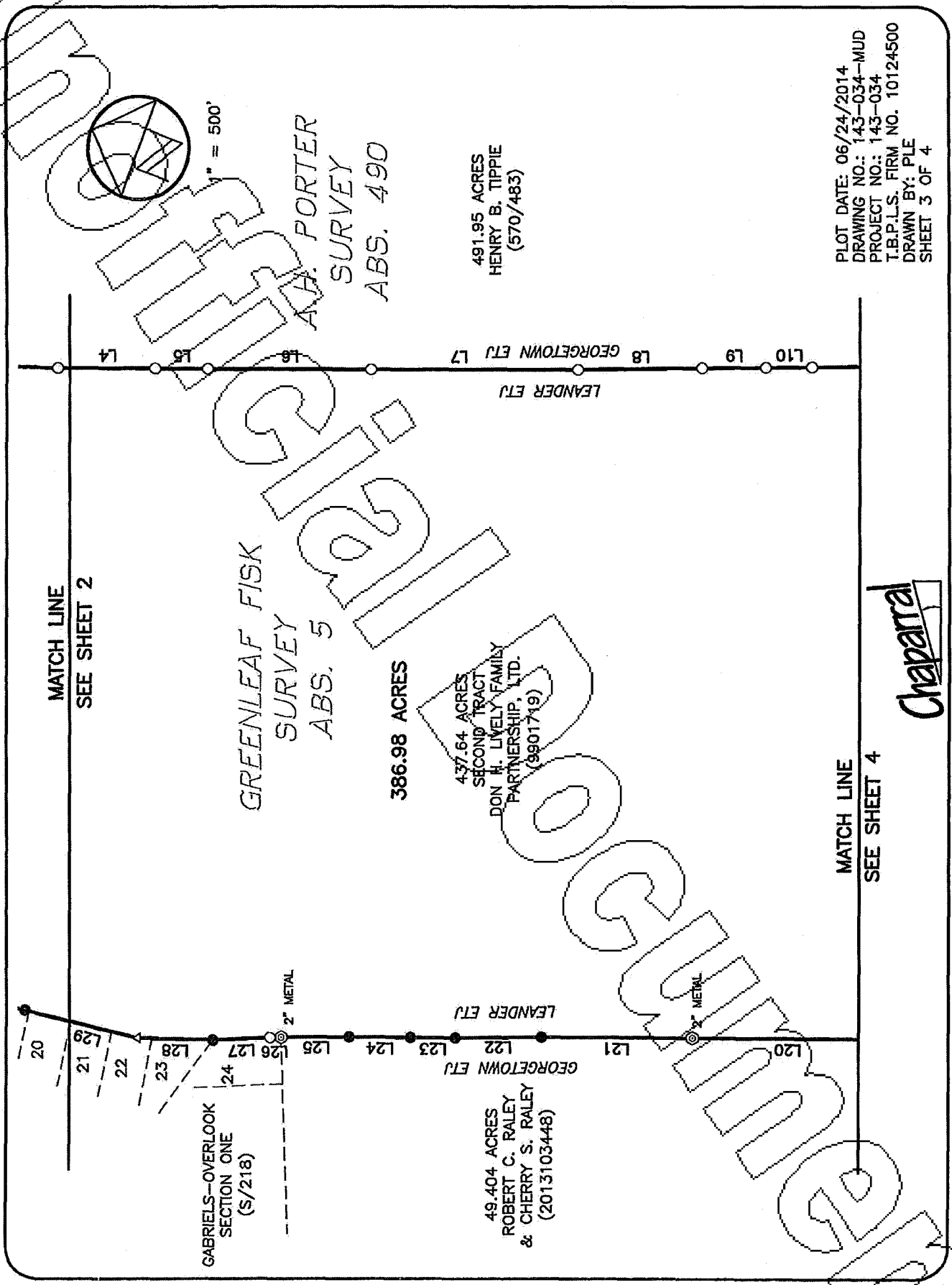
PLOT DATE: 06/24/2014
DRAWING NO.: 143-034-MUD
PROJECT NO.: 143-034
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: PLE
SHEET 1 OF 4

Chaparral



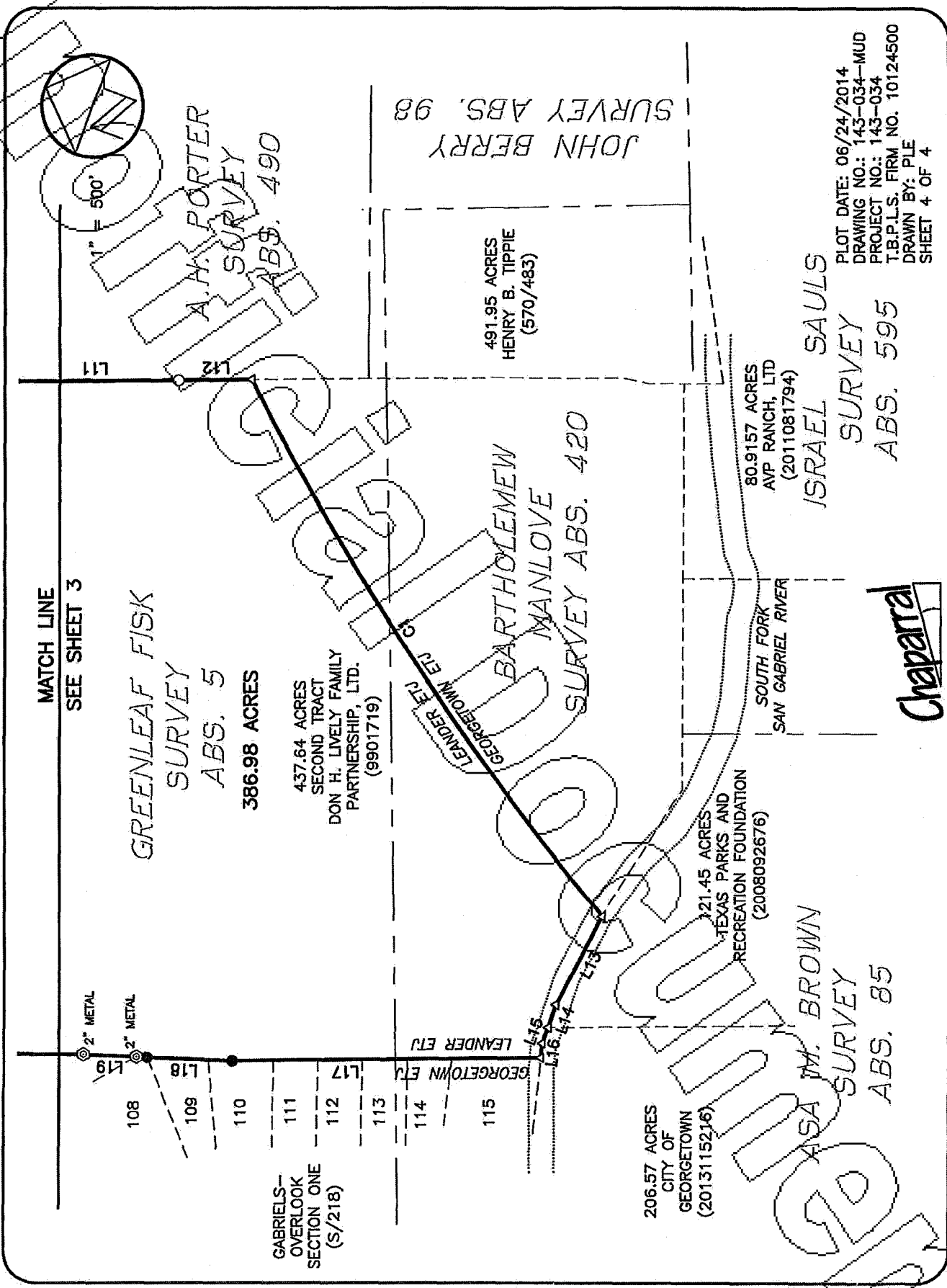
PLOT DATE: 06/24/2014
DRAWING NO.: 143-034-MUD
PROJECT NO.: 143-034
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: PLE
SHEET 2 OF 4

Chaparral



PLOT DATE: 06/24/2014
DRAWING NO.: 143-034-MUD
PROJECT NO.: 143-034
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: PLE
SHEET 3 OF 4

Chaparral





**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**50.07 ACRES
GREENLEAF FISK SURVEY, ABSTRACT NO. 5,
BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 420
WILLIAMSON COUNTY, TEXAS**

A DESCRIPTION OF 50.07 ACRES (APPROXIMATELY 2,180,914 SQ. FT.), IN THE GREENLEAF FISK SURVEY ASBTRACT NO. 5, WILLIAMSON COUNTY, TEXAS AND THE BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 420, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 437.64 ACRE TRACT (SECOND TRACT), DESCRIBED IN A SPECIAL WARRANTY DEED TO DON H. LIVELY FAMILY PARTNERSHIP, LTD., DATED DECEMBER 29, 1998 AND RECORDED IN DOCUMENT NO. 9901719 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 50.07 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING a 1/2" rebar with "Chaparral" cap set for the southeast corner of said 437.64 acre tract, being in the west line of a 491.95 acre tract described in a deed conveyed to Henry B. Tippie, recorded in Volume 570, Page 483 of the Deed Records of Williamson County, Texas, and also being an angle point in the north line of an 80.9157 acre tract described in a deed to AVP Ranch, Ltd., recorded in Document No. 2011081794 of the Official Public Records of Williamson County, Texas, for the southeast corner hereof;

THENCE South 69°12'32" West, with the south line of said 437.64 acre tract, in part being the north line of said 80.9157 acre tract, and in part being the north line of a 121.45 acre tract described in in a deed to Texas Parks and Recreation Foundation, recorded in Document No. 2008092676 of the Official Public Records of Williamson County, Texas, a distance of 1589.92 feet to a 1/2" rebar with "Chaparral" cap set in the centerline of the south fork of the San Gabriel River;

THENCE with the centerline of the south fork of the San Gabriel River, continuing with the south line of said 437.64 acre tract, being the north line of said 121.45 acre tract, the following two (2) courses and distances:

1. North 78°03'51" West, a distance of 516.95 feet to a 1/2" rebar with "Chaparral" cap set;
2. North 83°25'10" West, a distance of 76.65 feet to a calculated point, from which a 1/2" rebar found at an angle point in the west line of said 437.64 acre tract, being in the east line of Lot 110 of Gabriels-Overlook Section One, a subdivision of recorded in Cabinet S, Slide 218 of the Plat Records of Travis County, Texas, bears North 83°25'10" West, a distance of 395.30 feet, South 88°03'44" West, a

Page 2

distance of 163.47 feet, South 75°21'26" West, a distance of 56.85 feet and North 21°35'09" West, a distance of 1226.40 feet;

THENCE crossing said 437.64 acres with a curve to the right, having a radius of 11456.00 feet, a delta angle of 12°39'29", an arc length of 2530.89 feet, and a chord which bears North 35°28'40" East, a distance of 2525.75 feet to a calculated point in the east line of said 437.64 acre tract, being the west line of said 491.95 acre tract, from which a 1/2" rebar with "Chaparral" cap set bears North 21°27'49" West, a distance of 291.87 feet;

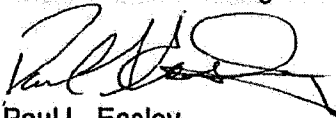
THENCE with the east line of said 437.64 acre tract, being the west line of said 491.95 acre tract, the following six (6) courses and distances:

1. South 21°27'49" East, a distance of 512.56 feet to a 1/2" rebar with "Chaparral" cap set;
2. South 21°21'24" East, a distance of 253.32 feet to a 1/2" rebar with "Chaparral" cap set;
3. South 21°22'09" East, a distance of 235.69 feet to a 1/2" rebar with "Chaparral" cap set;
4. South 20°46'39" East, a distance of 134.61 feet to a 1/2" rebar with "Chaparral" cap set;
5. South 21°00'53" East, a distance of 338.11 feet to a 1/2" rebar with "Chaparral" cap set;
6. South 09°27'57" East, a distance of 103.90 feet to a 1/2" rebar with "Chaparral" cap set;
7. South 21°00'01" East, a distance of 141.14 feet to the **POINT OF BEGINNING**, containing 50.07 acres of land, more or less.

Surveyed on the ground April 25, 2014.

Bearing basis: The Texas Coordinate System of 1983, Central Zone, based on GPS solutions from the National Geodetic Survey (NGS) On-line Positioning User Service (OPUS).

Attachments: Drawing 143-034-ETJ-GEORGETOWN.

 12/19/14
 Paul L. Easley
 Registered Professional Land Surveyor
 State of Texas No. 4432
 T.X.B.P.L.S. Firm No. 10124500

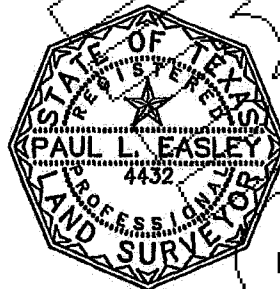
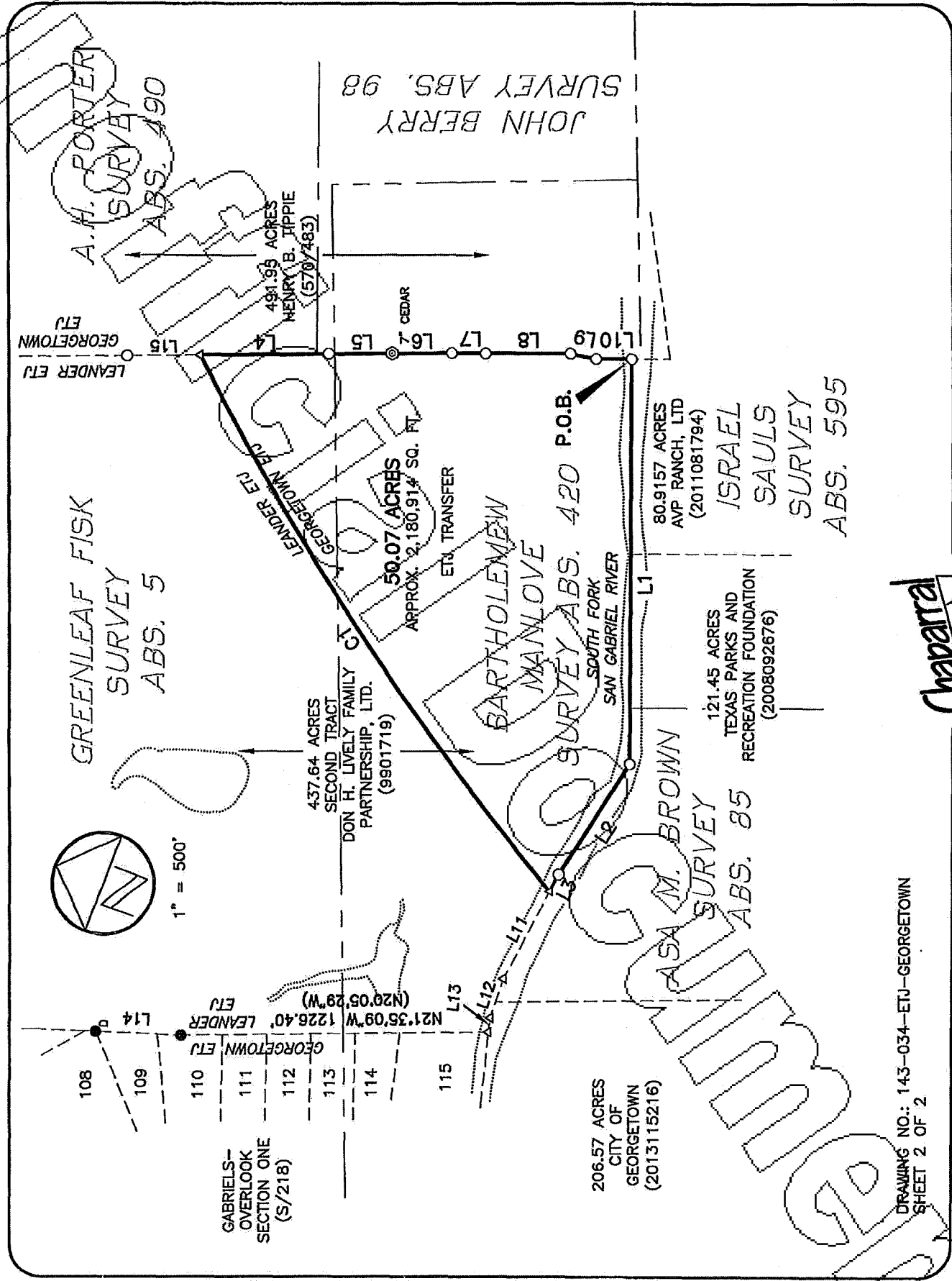


EXHIBIT A
 Page 11 of 13



DRAWING NO.: 143-034-ETJ-GEORGETOWN
SHEET 2 OF 2

Chaparral

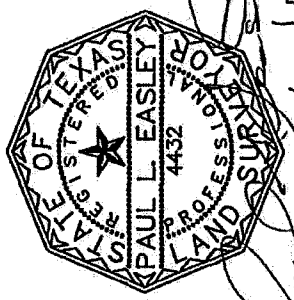
SKETCH TO ACCOMPANY A DESCRIPTION OF 50.07 ACRES (APPROXIMATELY 2,180,914 SQ. FT.) IN THE GREENLEAF FISK SURVEY ABSTRACT NO. 5, WILLIAMSON COUNTY, TEXAS AND THE BARTHOLOMEW MANLOVE SURVEY, ABSTRACT NO. 420, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A 437.64 ACRE TRACT (SECOND TRACT), DESCRIBED IN A SPECIAL WARRANTY DEED TO DON H. LVELY FAMILY PARTNERSHIP, LTD., DATED DECEMBER 29, 1998 AND RECORDED IN DOCUMENT NO. 9901719 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S69°12'32"W	1589.92'
L2	N78°03'51"W	516.95'
L3	N83°25'10"W	76.65'
L4	S21°27'49"E	512.56'
L5	S21°21'24"E	253.32'
L6	S21°22'39"E	235.69'
L7	S20°46'39"E	134.61'
L8	S21°00'53"E	338.11'
L9	S09°27'57"E	103.90'
L10	S21°00'01"E	141.14'
L11	N83°25'10"W	395.30'
L12	S88°03'44"W	163.47'
L13	S75°21'26"W	56.85'
L14	N18°33'06"W	381.17'
L15	N21°27'49"W	291.87'

LEGEND

- 1/2" REBAR FOUND (OR AS NOTED)
- D 1/2" REBAR WITH "DIAMOND SURVEYORS" CAP FOUND
- 1/2" REBAR WITH "CHAPARRAL" CAP SET
- ⊙ FENCE POST FOUND (SIZE AND TYPE NOTED)
- A CALCULATED POINT

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	BEARING
C1	11456.60'	12°39'29"	2530.89'	N35°28'40"E
				2525.75'



BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS)

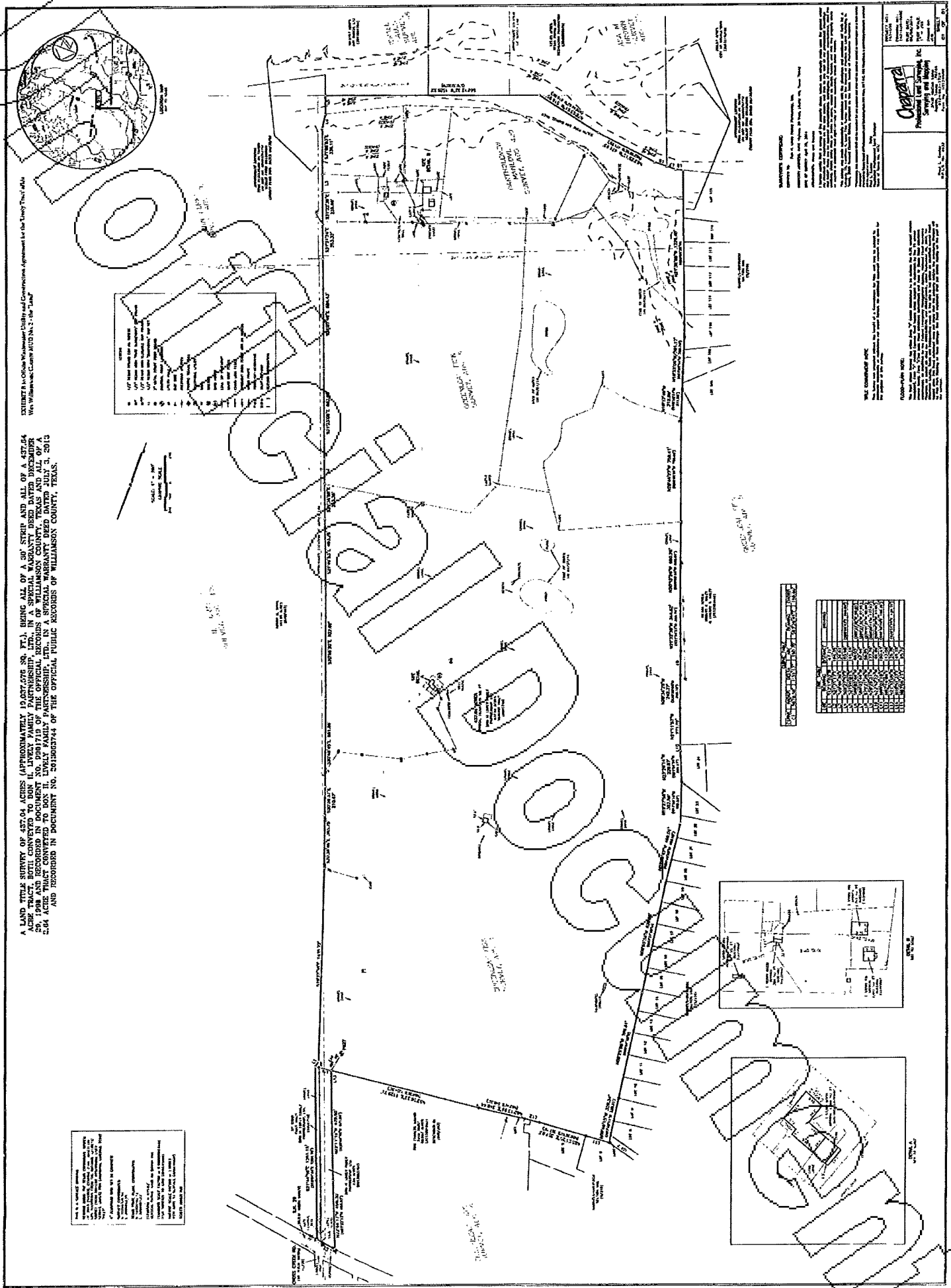
ATTACHMENTS: METES AND BOUNDS DESCRIPTION 143-034-ETJ-GEORGETOWN

PLOT DATE: 12/17/2014
DRAWING NO.: 143-034-ETJ-GEORGETOWN
PROJECT NO.: 143-034
T.B.P.L.S. FIRM NO. 10124500
DRAWN BY: CWW
SHEET 1 OF 2

Chaparral

Exhibit "B"
Land – Sketch

Unofficial Document



A LAND TITLE SURVEY OF 457.04 ACRES (APPROXIMATELY 19,077.576 SQ. FT.), BEING ALL OF A 30' STRIP AND ALL OF A 457.04 ACRE TRACT, BOTH CONVEYED TO DON H. LIVERY FAMILY PARTNERSHIP, LTD., IN A SPECIAL WARRANTY DEED DATED DECEMBER 19, 1915, BY THE LIVERY FAMILY PARTNERSHIP, LTD., TO THE LIVERY FAMILY PARTNERSHIP, LTD., AND ALL OF A 2.54 ACRE TRACT CONVEYED TO DON H. LIVERY FAMILY PARTNERSHIP, LTD., BY THE LIVERY FAMILY PARTNERSHIP, LTD., IN A SPECIAL WARRANTY DEED DATED DECEMBER 19, 1915, AND RECORDED IN DOCUMENT NO. 2015053443 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

- REFERENCES:
- 1. LIVERY FAMILY PARTNERSHIP, LTD., SPECIAL WARRANTY DEED DATED DECEMBER 19, 1915, TO THE LIVERY FAMILY PARTNERSHIP, LTD., AND ALL OF A 2.54 ACRE TRACT CONVEYED TO DON H. LIVERY FAMILY PARTNERSHIP, LTD., BY THE LIVERY FAMILY PARTNERSHIP, LTD., IN A SPECIAL WARRANTY DEED DATED DECEMBER 19, 1915, AND RECORDED IN DOCUMENT NO. 2015053443 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
 - 2. LIVERY FAMILY PARTNERSHIP, LTD., SPECIAL WARRANTY DEED DATED DECEMBER 19, 1915, TO THE LIVERY FAMILY PARTNERSHIP, LTD., AND ALL OF A 2.54 ACRE TRACT CONVEYED TO DON H. LIVERY FAMILY PARTNERSHIP, LTD., BY THE LIVERY FAMILY PARTNERSHIP, LTD., IN A SPECIAL WARRANTY DEED DATED DECEMBER 19, 1915, AND RECORDED IN DOCUMENT NO. 2015053443 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
 - 3. LIVERY FAMILY PARTNERSHIP, LTD., SPECIAL WARRANTY DEED DATED DECEMBER 19, 1915, TO THE LIVERY FAMILY PARTNERSHIP, LTD., AND ALL OF A 2.54 ACRE TRACT CONVEYED TO DON H. LIVERY FAMILY PARTNERSHIP, LTD., BY THE LIVERY FAMILY PARTNERSHIP, LTD., IN A SPECIAL WARRANTY DEED DATED DECEMBER 19, 1915, AND RECORDED IN DOCUMENT NO. 2015053443 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

WILLIAMSON COUNTY

RECORDS MEMORANDUM

ALL OR PARTS OF THE TEXT ON THIS PAGE WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDED.

RECORDED

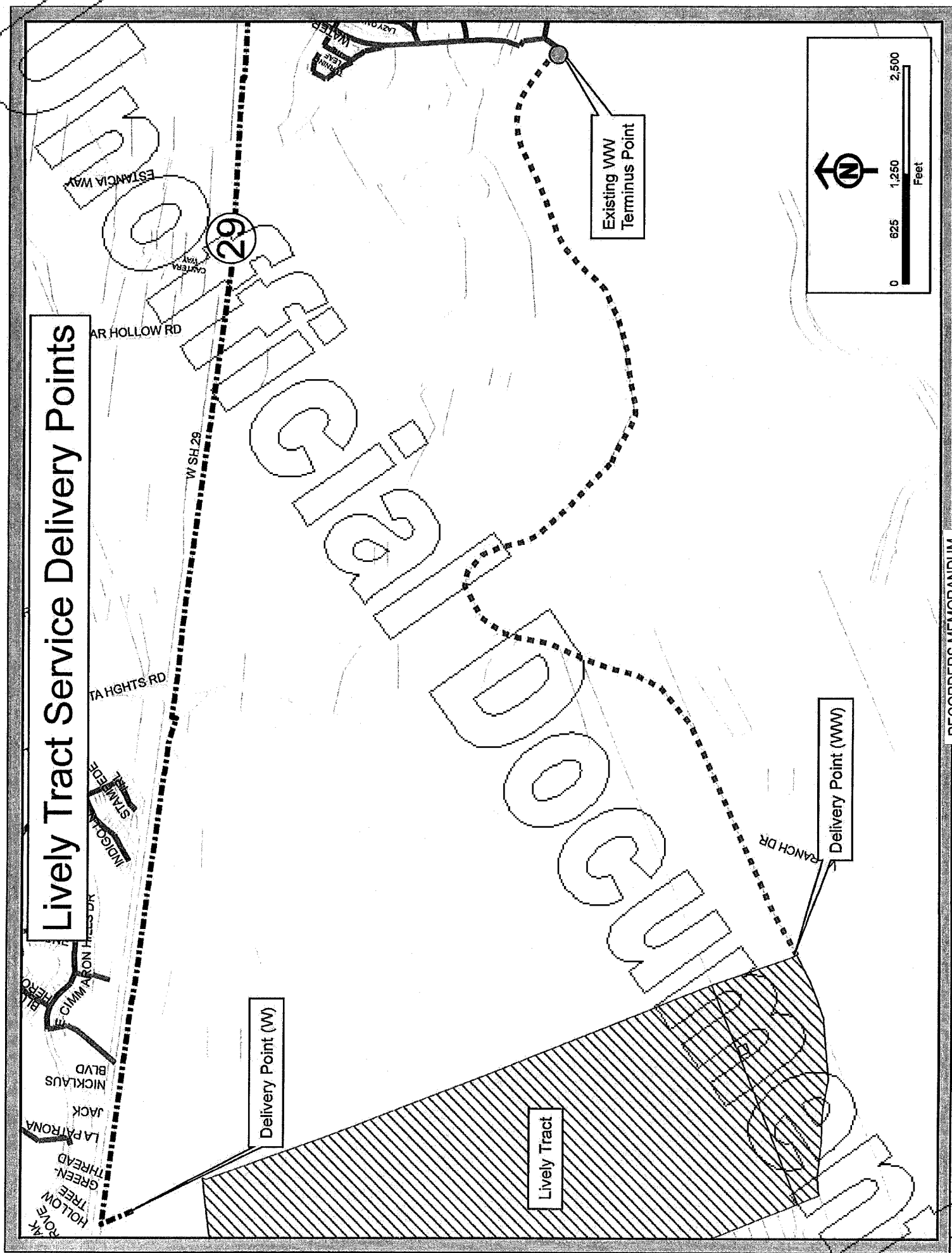
1915

W. Williams & Co. Surveyors

1915

Exhibit "C"
Delivery Point

Unofficial Document



RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordation.

Exhibit "D"

Interim Connection Infrastructure

The Interim Connection Infrastructure shall consist of the construction of a twelve-inch (12") water transmission line that will connect to Georgetown's existing 24-inch water transmission line adjacent to the Land along Highway 29, together with a meter vault, meter and all related appurtenances.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2015053443

Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas
June 26, 2015 08:21 AM
FEE: \$173.00 VPAVLOVICH



④ City of Leander
PO Box 319
Leander, TX 78646-0319

**FIRST AMENDMENT TO THE
TEMPORARY WHOLESALE WATER SERVICES AGREEMENT
BETWEEN
CITY OF GEORGETOWN
AND
CITY OF LEANDER**

This First Amendment to the Temporary Wholesale Water Services Agreement Between the City of Georgetown and City of Leander (the “**First Amendment**”) is made, entered into and effective on the latest date accompanying the signature lines below (the “**Effective Date**”) by and between the CITY OF GEORGETOWN, a home rule municipality located in Williamson County, Texas (“**Georgetown**”), and the City of Leander, Texas, a home rule municipality located in Williamson and Travis Counties (“**Leander**”).

WHEREAS, Georgetown and Leander are parties to that certain Temporary Wholesale Water Services Agreement Between the City of Georgetown and the City of Leander dated effective June 1, 2015 (the “**Original Agreement**”), which governs the provision of temporary wholesale water services by Georgetown to Leander for approximately 437.05 acres of land described in Exhibit A and Exhibit B to the Original Agreement (the “**Land**”); and

WHEREAS, Leander will not complete the Permanent Connection Infrastructure before the Leander Completion Date, but has requested that Georgetown allow new Connections on the Land to occur after the Leander Completion Date; and

WHEREAS, Georgetown has determined that it can allow a limited number of new Connections to occur for a brief period after the Leander Connection Date, subject to the terms and conditions in this First Amendment and the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I. RECITALS; DEFINITIONS

1.01 Recitals. The foregoing recitals are incorporated herein and made a part of this First Amendment for all purposes.

- 1.02 Definitions. Words and phrases used in this First Amendment shall, if defined in the Agreement and not specifically modified by this First Amendment, shall have the definition and meaning as provided in the Agreement.

ARTICLE II. AMENDMENTS

- 2.01 Amendment of Section 7.04. Section 7.04 of the Original Agreement is hereby deleted in its entirety and replaced with the following:

7.04 Prohibition Against New Connections.

If Leander fails to complete or cause completion of construction of the Permanent Connection Infrastructure on or before the Leander Completion Date, or fails to provide Georgetown the Notice of Completion on or before the Leander Completion Date, then Leander (1) must not approve or allow installation of any new Connections on the Land after February 8, 2022, and (2) must not allow more than 500 total Connections on the Land (inclusive of those Connections approved before the Effective Date of this First Amendment) prior to completion of the Permanent Connection Infrastructure.

ARTICLE III. GENERAL PROVISIONS

- 3.01 Entire Agreement. This Amendment, together with the Original Agreement and Amendment, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.
- 3.02 Effect of the Amendment. The Parties agree that, except as modified hereby, the Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this First Amendment and the Original Agreement, this First Amendment will control and modify the Original Agreement.
- 3.03 Counterparts. This First Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.
- 3.04 Effective Date. This First Amendment is executed to be effective on the latest date accompanying the signature lines below.

CITY OF GEORGETOWN, TEXAS
a Texas home-rule municipal corporation

By: _____
Name: Josh Schroeder
Title: Mayor

Approved as to Form:

By: Robyn Densmore
Name: Robyn Densmore
Title: City Secretary

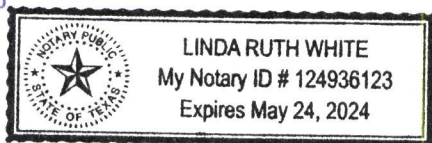
Skye Mason
Skye Mason
City Attorney

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Josh Schroeder, Mayor**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **City of Georgetown, Texas**, a Texas home rule municipality, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 24th day of August, 2021.



Linda Ruth White
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

May 24, 2024
MY COMMISSION EXPIRES:

Linda Ruth White
NOTARY'S PRINTED NAME

CITY OF LEANDER, TEXAS

a Texas home-rule municipal corporation

By: C. Sederquist
Name: Christine Sederquist
Title: Mayor

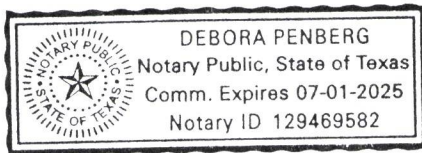
By: Dara Crabtree
Name: Dara Crabtree
Title: City Secretary

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Christine Sederquist, Mayor**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **City of Leander, Texas**, a Texas home rule municipality, and for the purposes and consideration therein expressed, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 5th day of August, 2021.



7/01/2025
MY COMMISSION EXPIRES:

Debora Penberg
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
Debora Penberg
NOTARY'S PRINTED NAME



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Approval of a Resolution authorizing the submission of a Detailed Application (DA) to the Texas Department of Transportation (TxDOT) 2025 Transportation Alternatives (TA) Call for Projects including available and anticipated future funds for bicyclist and pedestrian infrastructure and planning; and authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.

BACKGROUND:

On January 3, 2025, the Texas Department of Transportation (TxDOT) announced a statewide Call for Projects for the Transportation Alternatives Set-Aside (TA) program including available and anticipated future funds for bicyclist and pedestrian infrastructure and planning. TxDOT's 2025 TA Call for Projects features a two-step application process, with the first step being the submittal of a Preliminary Application (PA) by February 21, 2025, and the second, a Detailed Application (DA) submitted by June 20, 2025, if the submitted project(s) is/are determined to be eligible. If awarded, sponsors can expect to receive notification in October 2025.

After discussion and acceptance at the Feb 6, 2025, City Council meeting, Preliminary Application (PA) for two (2) projects, T.68 City of Leander Self Evaluation and American Disabilities Act (ADA) Transition Plan, and Safe Routes to School (SRTS) Program, were submitted to TxDOT for Transportation Alternatives Set-Aside (TASA) program. Both submitted projects were determined to be eligible for the detailed application submission.

While preparing detailed applications and discussing planning efforts, staff identified overlaps between two (2) eligible projects. Therefore, staff consulted with TxDOT to determine whether the City could merge these two (2) projects into a single project. TxDOT confirmed that combining two projects into one (1) comprehensive project is an acceptable and better approach for the detailed application. Hence, T.68 City of Leander Self-Evaluation and American Disabilities Act (ADA) Transition Plan project will be submitted in a detailed application with updated scope to include the Safe Route to School program. This approach also helps the City to move ahead with both projects efficiently and possibly secure a grant for one (1) comprehensive project, as TxDOT guidelines state a maximum of one (1)TA grant award will occur per project sponsor per community, even if two (2) projects are eligible for Detailed Application submission.

- T.68 City of Leander Self-Evaluation and American Disabilities Act (ADA) Transition Plan
 - Project Scope: As required by Title II of the ADA, the project will conduct a self-evaluation of the City's services, programs, activities, and facilities on public property and within public rights-of-way; and develop an ADA Transition Plan detailing the methods to be used to ensure compliance with ADA accessibility requirements. The project will also establish various projects for a Safe Routes to School (SRTS) Program, which will include strategic placement of crossing guards and crosswalks, community education and outreach, and infrastructure projects. Infrastructure projects for SRTS will identify critical gaps in sidewalks and shared-use paths on both sides of every roadway within a half-mile of a school (6' minimum for local roads and 10' minimum for arterial roads).
 - TA Category: Non-infrastructure
 - TA Category Project Cost Range: minimum \$100,000.00

- Background: Planned to be included in our next CIP cycle. This project is part of our effort to achieve City ADA compliance. We are currently on the non-compliance list per a survey conducted by TxDOT. Safe Routes to School Program, which was submitted and accepted in Capital Area Metropolitan Planning Organization (CAMPO) 2050 Regional Transportation Plan as Project 7, is also being included under this project to create a more comprehensive beneficial project by removing overlapping efforts.
- Estimated Project Cost: \$1,100,000.00

HISTORY/TIMELINE:

02/06/2025 - Acceptance of staff project recommendations for submittal in the Preliminary Application (PA) to the Texas Department of Transportation (TxDOT) 2025 Transportation Alternatives (TA) Call for Projects by council.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

TA funding provides 80% federal funds with a 20% minimum local match required. The local funding match may be provided in cash, Transportation Development Credits (TDCs) or state funds in limited circumstances.

Attachments:

1. City of Leander_ADA Transition Plan_TA PA
2. City of Leander_Safe Routes to School Program_TA PA
3. City of Leander_TxDOT TA Grant Resolution



2025 Transportation Alternatives (TA) Call for Projects

Preliminary Application (PA)

Deadline to Submit PA: February 21, 2025

Project Sponsor

[Link to PA Instructions](#)

1. Contact information

Local Government/Project Sponsor Name: City of Leander

Contact Person: Gina Ellison

Title: Executive Director of Public Works

Street Address: 105 N Brushy St

City: Leander

Zip Code: 78641 Office Phone Number: 512.259.2640

Email: gellison@leandertx.gov

Other partnering entities: _____

2. Identify population area (based on project location)

An eligible project sponsor may represent a sub-area within its jurisdictional boundaries. Example: a County sponsors a project located within the boundaries of a City, Census Designated Place, Village, or Unincorporated Area – use the smaller population area where the project is located. For population numbers, use [Census data](#) from the 2020 Decennial Census.

Location Name: City of Leander

Population size: 59,202

3. Is the project within the boundaries of a [Metropolitan Planning Organization \(MPO\)](#)?

☒ Yes ☐ No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)?

☒ Yes ☐ No

Project Information

4. Project name: Capital Improvement Project T.68 City of Leander Self Evaluation and ADA Transition Plan

Be concise and logical.

5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

☐ Bikeway improvements

☐ Other bicycle, pedestrian, or micromobility infrastructure installations

☒ Shared use path improvements

☐ Boulevard improvements to enhance pedestrian, bicyclist and transit access

☒ Pedestrian improvements

☐ Improvements for non-motorized transportation safety

☐ Other _____

☒ Planning document

6. Project location

Projects may include multiple project locations; select all types that apply.

☐ On/along a TxDOT maintained roadway

☐ On/along a non-TxDOT roadway

☒ Not within the right-of-way of any roadway

7. Provide a Google map link: <https://www.google.com/maps/d/viewer?mid=1lkxT-ldRnJQQ0y9oXMF1P7fZj4pz3so&ll=30.5788055%2C-97.8530686&z=17>

See PA instructions for recommended tutorial links and minimum requirements.

8. Preliminary Scope of Work

Briefly describe the project, including project location, limits, facility type, and width. Descriptions that exceed the space provided below are not acceptable. (See instructions for details.)

As required by Title II of the ADA, project will conduct a self-evaluation of City's services, programs, activities, and facilities on public property and within public rights-of-way; and develop ADA Transition Plan detailing the methods to be used to ensure compliance with ADA accessibility requirements. Project is part of our effort to get City ADA compliance. We are currently on non-compliance list per survey conducted by TxDOT.

9. Project Category

Select the project category the Project Sponsor is interested in pursuing for this application. Please refer to the [Project Category Decision Tree](#) for additional assistance.

COMMUNITY BASED – preliminary engineering and construction activities.	☐
LARGE SCALE – preliminary engineering and construction activities for large projects of more than \$5 million in estimated costs.	☐
NETWORK ENHANCEMENTS – light construction/ installation for quick turnaround projects with limited or no design and no right of way acquisition.	☐
NON-INFRASTRUCTURE – planning documents to assist communities of any size develop non-motorized transportation networks	☒
<i>NOTE: For all projects a minimum 20% local match is required; however, project sponsors may be eligible for a reduction in the local match. See Program Guide for additional information.</i>	

10. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare planning document/conceptual design: (Non-infrastructure projects only)	<u>\$ 600,000</u>
Estimated cost to prepare construction plans, specifications, and estimates:	<u>\$ 0</u>
Estimated cost to prepare environmental documentation:	<u>\$ 0</u>
Estimated cost to acquire right-of-way:	<u>\$ 0</u>
Estimated construction cost:	<u>\$ 0</u>
Total project cost estimate:	<u>\$ 600,000</u>
Estimated Local Match (20% of above costs):	<u>\$ 120,000</u>

Estimated Local match is calculated after #11 completed. Attach a copy of the cost estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

11. Transportation Development Credits

If a project sponsor is in an economically disadvantaged county or its population is less than 200,000 and meets certain economic criteria, they are eligible for Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Refer to the map ([link](#)). Is the project sponsor eligible for Transportation Development Credits (TDCs) for this project?

☐ Yes ☒ No

12. Preferred TxDOT Involvement in Implementation Phase

If this project were awarded funding, in addition to TxDOT's oversight role, would the project sponsor prefer the TxDOT District manage any phases of the project?

☒ None ☐ Unsure ☐ Non-Infrastructure ☐ Construction ☐ Design and Construction

13. Local match

Identify source(s) of local matching funds: Municipal Budget

Examples include municipal budget, Transportation Development Credits, or donated funds from a third-party.

14. Project complexity

Is this project in a locally or regionally approved planning document?

(May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.)

☒ Yes ☐ No ☐ Unk

Will the project reduce automobile traffic capacity or require a limitation to property access?

☐ Yes ☒ No ☐ Unk

Will the project cross a railroad (RR) or is the project within 100-feet of RR right-of-way?

☐ Yes ☒ No ☐ Unk

Will the project require utility relocations?

☐ Yes ☒ No ☐ Unk

Will this project require acquisition of right-of-way or an easement (e.g. utility or railroad), or relocation?

☐ Yes ☒ No ☐ Unk

Will the project require land purchased or improved with Land and Water Conservation Funds?

☐ Yes ☒ No ☐ Unk

Will the project require land in: (Check all appropriate boxes)

Publicly owned: ☐ Park(s), ☐ Recreation area(s), ☐ Wildlife/waterfowl refuge(s),
OR ☐ Publicly/privately owned historical or archeological sites?

☐ Yes ☒ No ☐ Unk

Will the project be located within or around properties listed on the National Register of Historic Places?

☐ Yes ☒ No ☐ Unk

Will the project be located within range and/or potential habitat of state or federally protected species?

☐ Yes ☒ No ☐ Unk

Is there a likely possibility of encountering hazardous materials?

☐ Yes ☒ No ☐ Unk

Will the project require placement of fill in wetlands or waters of the U.S.?

☐ Yes ☒ No ☐ Unk

Will the project be located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone?

☐ Yes ☒ No ☐ Unk



2025 Transportation Alternatives (TA) Call for Projects

Preliminary Application (PA)

Deadline to Submit PA: February 21, 2025

Project Sponsor

[Link to PA Instructions](#)

1. Contact information

Local Government/Project Sponsor Name: City of Leander

Contact Person: Gina Ellison

Title: Executive Director of Public Works

Street Address: 105 N Brushy St

City: Leander

Zip Code: 78641 Office Phone Number: 512.259.2640

Email: gellison@leandertx.gov

Other partnering entities: _____

2. Identify population area (based on project location)

An eligible project sponsor may represent a sub-area within its jurisdictional boundaries. Example: a County sponsors a project located within the boundaries of a City, Census Designated Place, Village, or Unincorporated Area – use the smaller population area where the project is located. For population numbers, use [Census data](#) from the 2020 Decennial Census.

Location Name: City of Leander

Population size: 59,202

3. Is the project within the boundaries of a [Metropolitan Planning Organization \(MPO\)](#)?

☒ Yes ☐ No

If the project is within a MPO boundary, is the project within a Census Urbanized Area greater than 200,000, designated as a [Transportation Management Area](#)?

☒ Yes ☐ No

Project Information

4. Project name: Safe Routes to School Program

Be concise and logical.

5. Eligible project type

Projects may include multiple project types; select all types that apply. (See instructions for details.)

☐ Bikeway improvements

☐ Other bicycle, pedestrian, or micromobility infrastructure installations

☒ Shared use path improvements

☐ Boulevard improvements to enhance pedestrian, bicyclist and transit access

☒ Pedestrian improvements

☐ Improvements for non-motorized transportation safety

☐ Other _____

☒ Planning document

6. Project location

Projects may include multiple project locations; select all types that apply.

☐ On/along a TxDOT maintained roadway

☐ On/along a non-TxDOT roadway

☒ Not within the right-of-way of any roadway

7. Provide a Google map link: <https://www.google.com/maps/d/viewer?mid=1lkxT-ldRnJQQ0y9oXMF1P7fZj4pz3so&ll=30.5788055%2C-97.8530686&z=17>

See PA instructions for recommended tutorial links and minimum requirements.

8. Preliminary Scope of Work

Briefly describe the project, including project location, limits, facility type, and width. Descriptions that exceed the space provided below are not acceptable. (See instructions for details.)

Establish a Safe Routes to School Program, which should include strategic placement of crossing guards and crosswalks, community education and outreach, and infrastructure projects. Address critical gaps in sidewalks and shared-use paths on both sides of every roadway within a half-mile of a school (6' minimum for local roads and 10' minimum for arterial roads). A Safe Routes to School program is a community-based strategy aimed at making it safer and more appealing for students to walk or bike to school by implementing infrastructure improvements, education programs, and enforcement initiatives, ultimately encouraging more active transportation among children and improving their safety while traveling to and from school.

9. Project Category

Select the project category the Project Sponsor is interested in pursuing for this application. Please refer to the [Project Category Decision Tree](#) for additional assistance.

COMMUNITY BASED – preliminary engineering and construction activities.	☐
LARGE SCALE – preliminary engineering and construction activities for large projects of more than \$5 million in estimated costs.	☐
NETWORK ENHANCEMENTS – light construction/ installation for quick turnaround projects with limited or no design and no right of way acquisition.	☐
NON-INFRASTRUCTURE – planning documents to assist communities of any size develop non-motorized transportation networks	☒
<i>NOTE: For all projects a minimum 20% local match is required; however, project sponsors may be eligible for a reduction in the local match. See Program Guide for additional information.</i>	

10. Project costs

Provide a planning cost estimate for the total estimated cost for the following project activities:

Estimated cost to prepare planning document/conceptual design: (Non-infrastructure projects only)	\$ 500,000
Estimated cost to prepare construction plans, specifications, and estimates:	\$ 0
Estimated cost to prepare environmental documentation:	\$ 0
Estimated cost to acquire right-of-way:	\$ 0
Estimated construction cost:	\$ 0
Total project cost estimate:	\$ 500,000
Estimated Local Match (20% of above costs):	\$ 100,000

Estimated Local match is calculated after #11 completed. Attach a copy of the cost estimate. The breakdown of federal, state, and local percentages will be determined in Step 2 of the application process, if authorized to proceed.

11. Transportation Development Credits

If a project sponsor is in an economically disadvantaged county or its population is less than 200,000 and meets certain economic criteria, they are eligible for Transportation Development Credits that allow for 100% federal TA funds to be applied to the project in lieu of a local match. Refer to the map ([link](#)). Is the project sponsor eligible for Transportation Development Credits (TDCs) for this project?

☐ Yes ☒ No

12. Preferred TxDOT Involvement in Implementation Phase

If this project were awarded funding, in addition to TxDOT's oversight role, would the project sponsor prefer the TxDOT District manage any phases of the project?

☒ None ☐ Unsure ☐ Non-Infrastructure ☐ Construction ☐ Design and Construction

13. Local match

Identify source(s) of local matching funds: Municipal Budget

Examples include municipal budget, Transportation Development Credits, or donated funds from a third-party.

14. Project complexity

Is this project in a locally or regionally approved planning document?

(May include City/County/MPO, master/comprehensive, bicycle/pedestrian, capital improvement, or other transportation plans.)

☒ Yes ☐ No ☐ Unk

Will the project reduce automobile traffic capacity or require a limitation to property access?

☐ Yes ☒ No ☐ Unk

Will the project cross a railroad (RR) or is the project within 100-feet of RR right-of-way?

☐ Yes ☒ No ☐ Unk

Will the project require utility relocations?

☐ Yes ☒ No ☐ Unk

Will this project require acquisition of right-of-way or an easement (e.g. utility or railroad), or relocation?

☐ Yes ☒ No ☐ Unk

Will the project require land purchased or improved with Land and Water Conservation Funds?

☐ Yes ☒ No ☐ Unk

Will the project require land in: (Check all appropriate boxes)

Publicly owned: ☐ Park(s), ☐ Recreation area(s), ☐ Wildlife/waterfowl refuge(s),
OR ☐ Publicly/private owned historical or archeological sites?

☐ Yes ☒ No ☐ Unk

Will the project be located within or around properties listed on the National Register of Historic Places?

☐ Yes ☒ No ☐ Unk

Will the project be located within range and/or potential habitat of state or federally protected species?

☐ Yes ☒ No ☐ Unk

Is there a likely possibility of encountering hazardous materials?

☐ Yes ☒ No ☐ Unk

Will the project require placement of fill in wetlands or waters of the U.S.?

☐ Yes ☒ No ☐ Unk

Will the project be located in the Edwards Aquifer Recharge/Contributing Zone or Coastal Management Zone?

☐ Yes ☒ No ☐ Unk

RESOLUTION NO:

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS SUPPORTING
THE CITY OF LEANDER APPLICATION TO THE TEXAS
DEPARTMENT OF TRANSPORTATION'S 2025 TRANSPORTATION
ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS**

WHEREAS, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of Leander would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF LEANDER THAT: The City of Leander supports funding these projects as described in the 2025 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of Leander is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the City Council of the City of Leander on the 5th day of June, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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 $\pm$ 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 north side of E. Crystal Falls Parkway, Leander, Williamson County, Texas.

BACKGROUND:

This request is the second step in the zoning process. The applicant has submitted a request to change the designated zoning district of their property in order to support a commercial development. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in a Neighborhood Center category identified by the Comprehensive Plan. This property is currently located directly west of a local tree removal service and east of a storage facility. This proposal presents an opportunity to align the property's zoning with the neighboring property that is zoned General Commercial, directly to the east.

GENERAL INFORMATION:

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

Proposed Zoning: GC-3-C (General Commercial)

Size and Location: The property is 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 north side of E. Crystal Falls Parkway, including approximately 4.68 acres.

Surrounding Area: This property is located directly west of The Davey Tree Expert Company (tree removal service), east of Pleasant Hill Storage (mini-storage facility), and across the street is Refuel (gas station). The proposed Enclave at Crystal Falls development to the west will include two-family residential west of the storage facility and commercial uses along Crystal Falls Parkway.

PROPOSED ZONING DISTRICT:

USE COMPONENT

GC – GENERAL COMMERCIAL:

Features: Any use in LC (Local Commercial) plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 square feet

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

SITE COMPONENT

TYPE 3:

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

Intent:

- (1) A Type 3 site component is intended to be utilized with LO (Local Office) and LC (Local Commercial) use components where adjacent to less restricted districts to provide for a land use transition.
- (2) This component is intended to be combined with LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.
- (3) Compliance with Type 1 or 2 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT**TYPE C (non-residential only):**

Features: 3 or more architectural features.

Intent:

- (1) The Type C architectural component is intended to be utilized only in the LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) use components for intermediate quality development.
- (2) Combined with appropriate use and site components, this component can help to provide for harmonious land-use transitions from districts that are less restricted to districts that are more restricted.
- (3) This component is not intended for the majority of the LO (Local Office) and LC (Local Commercial) use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN:**Applicable Comprehensive Plan goal statements**

Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories**NEIGHBORHOOD CENTER**

The Neighborhood Center future land use category is intended for areas that will be developed mostly as non-residential uses that are of an appropriate use, scale, and design that is compatible with abutting or adjacent residential uses. Site design should be neighborhood-focused, prioritizing walkability, screening, light shielding, street landscaping, compatible height, etc.

Typical uses include personal services, day care centers, small offices, fitness centers, restaurants, and retail plazas. Upper-story residential is recommended to create density to support retail, yet height limited for compatibility and scale. At the intersection of arterials and highways, more substantial retail centers and regional uses are appropriate. These locations may include hotels, vertical mixed-use, grocery stores.

Neighborhood Centers are daily activity nodes that see high traffic and turning movements, elevating access as a critical site consideration. Street relationship to the site should be safe, pedestrian-friendly, and supportive of the use type with adequate driveways.

Desired Mix: 70-100% Non-Residential, 0-30% Residential

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.

Certified letters were sent out on January 28, 2025, to all residentially zoned properties within 500' of the property. No concerns were raised after notice was sent to the property owners; however, several of the letters sent were returned marked "Return to Sender – Unclaimed, Unable to Forward".

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

HISTORY/TIMELINE:

03/23/2005 – Annexation Date

05/14/2014 – Annexation Date

04/10/2025 – Planning & Zoning, 1st Public Hearing

05/15/2025 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Bleyl Engineering (Norma Devine) on behalf of Crystal Falls Holdings, LLC. (Anil P Gudapati)

RECOMMENDATION:

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

1. Approve the requested zoning of GC-3-C (General Commercial);
2. Deny the requested zoning of GC-3-C (General Commercial); or
3. Approve an alternative request that may include a more restrictive site component (Type 1 or 2) or more restrictive architectural component (Type A or B).

Staff recommends Option 1 listed above – Approve the requested zoning of GC-3-C (General Commercial). Staff made this recommendation based on the surrounding commercial land uses and the future land use plan from the Comprehensive Plan.

During the meeting of April 10, 2025, the Planning & Zoning Commission recommended approval. The City Council unanimously approved the zoning case during the May 15, 2025 meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Z-25-0164 Att 1 Letter of Intent - 10993 E Crystal Falls Pkwy
2. Z-25-0164 Att 2 Current Zoning - 10993 E Crystal Falls Pkwy
3. Z-25-0164 Att 3 FLU Map - 10993 E Crystal Falls Pkwy
4. Z-25-0164 Att 4 Public Notification - 10993 E Crystal Falls Pkwy
5. Z-25-0164 Att 5 Proposed Zoning - 10993 E Crystal Falls Pkwy
6. Z-25-0164 Att 6 Aerial Map - 10993 E Crystal Falls Pkwy
7. Z-25-0164 Att 7 Utilities Map - 10993 E Crystal Falls Pkwy
8. Z-25-0164 Att 8 Neighborhood Outreach - 10993 E Crystal Falls Pkwy
9. Z-25-0164 Att 9 Ordinance - 10993 E Crystal Falls Pkwy
10. Z-25-0164 Att 10 P&Z Minutes



February 25, 2025

City of Leander
Planning Department
201 N Brushy Street
Leander, TX 78641

Letter of Intent

RE: 10993 E Crystal Falls Rezoning

Dear Planning Department,

Bleyl Engineering is pleased to submit this **Zoning Change Application** for the property located at **10993 E Crystal Falls, Leander, TX 78641**.

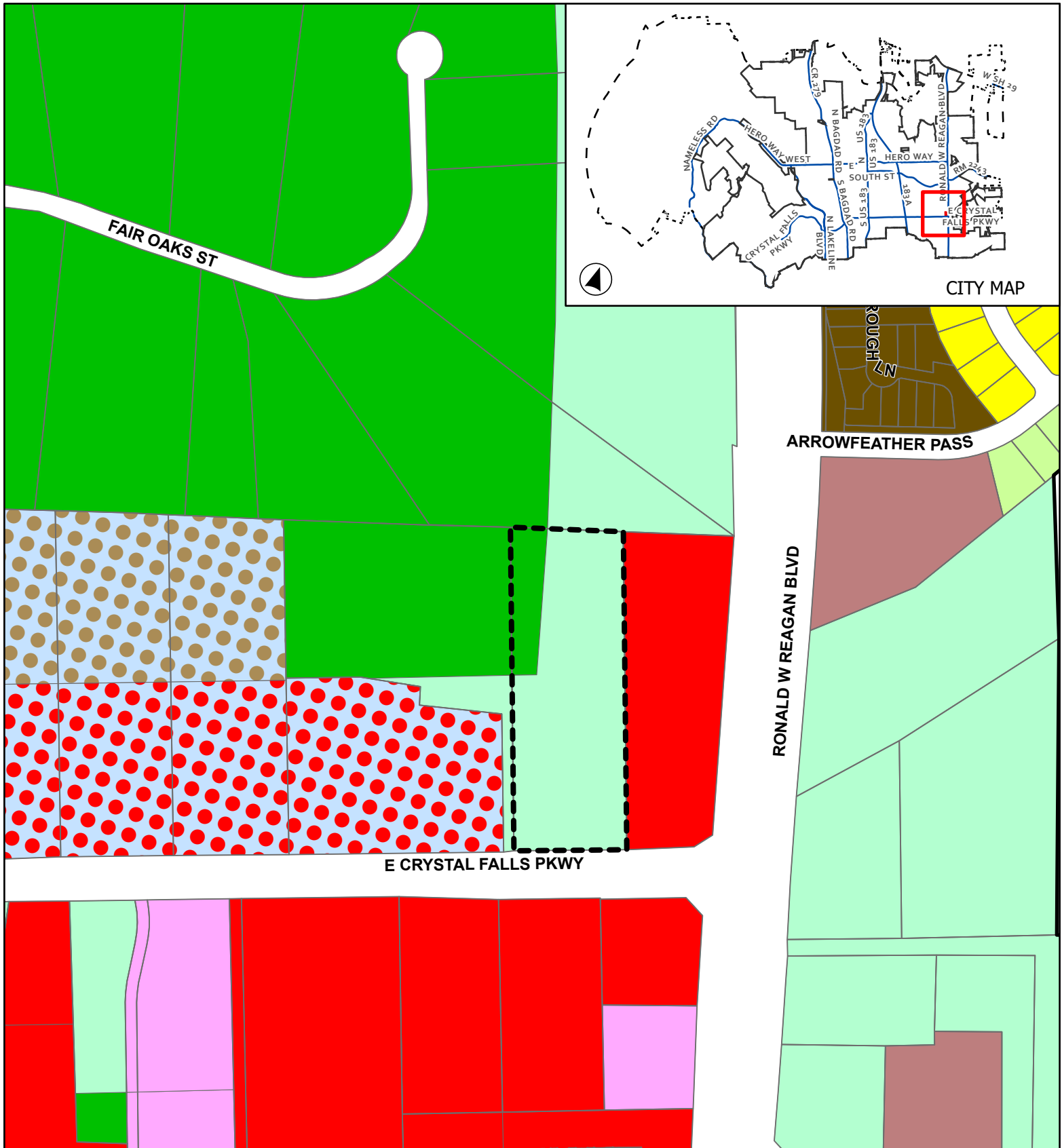
- **Legal Description:** AW0006 - Harmon, E. D. Sur., ACRES 4.68
- **Williamson County Tax Parcel ID:** R031240
- **Current Zoning:** Single-Family Suburban - Site Type 2 - Architectural Type B (**SFS-2-B**) and Single-Family Residential - Site Type 1 - Architectural Type B (**SFR-1-B**)
- **Proposed Zoning:** General Commercial - Site Type 3 - Architectural Type C (**GC-3-C**)

The property is currently zoned **Single-Family Suburban (SFS-2-B)** and **Single-Family Residential (SFR-1-B)**. The proposed zoning, **General Commercial (GC-3-C) – Site Type 3, Architectural Type C**, aligns with the **Neighborhood Center Category** identified in the **City of Leander's Future Land Use Map and 2020 Comprehensive Plan**, which designates this area for General Commercial use.

Please let us know if any additional information is required. Thank you for your time and consideration.

Sincerely,

Jacob D. Mealey, PE
Project Manager
Bleyl Engineering
TBPE Firm No. 678



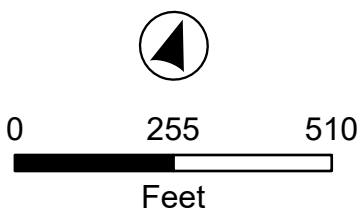
CASE: Z-25-0164

ATTACHMENT 2

10993 E CRYSTAL FALLS PKWY

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.

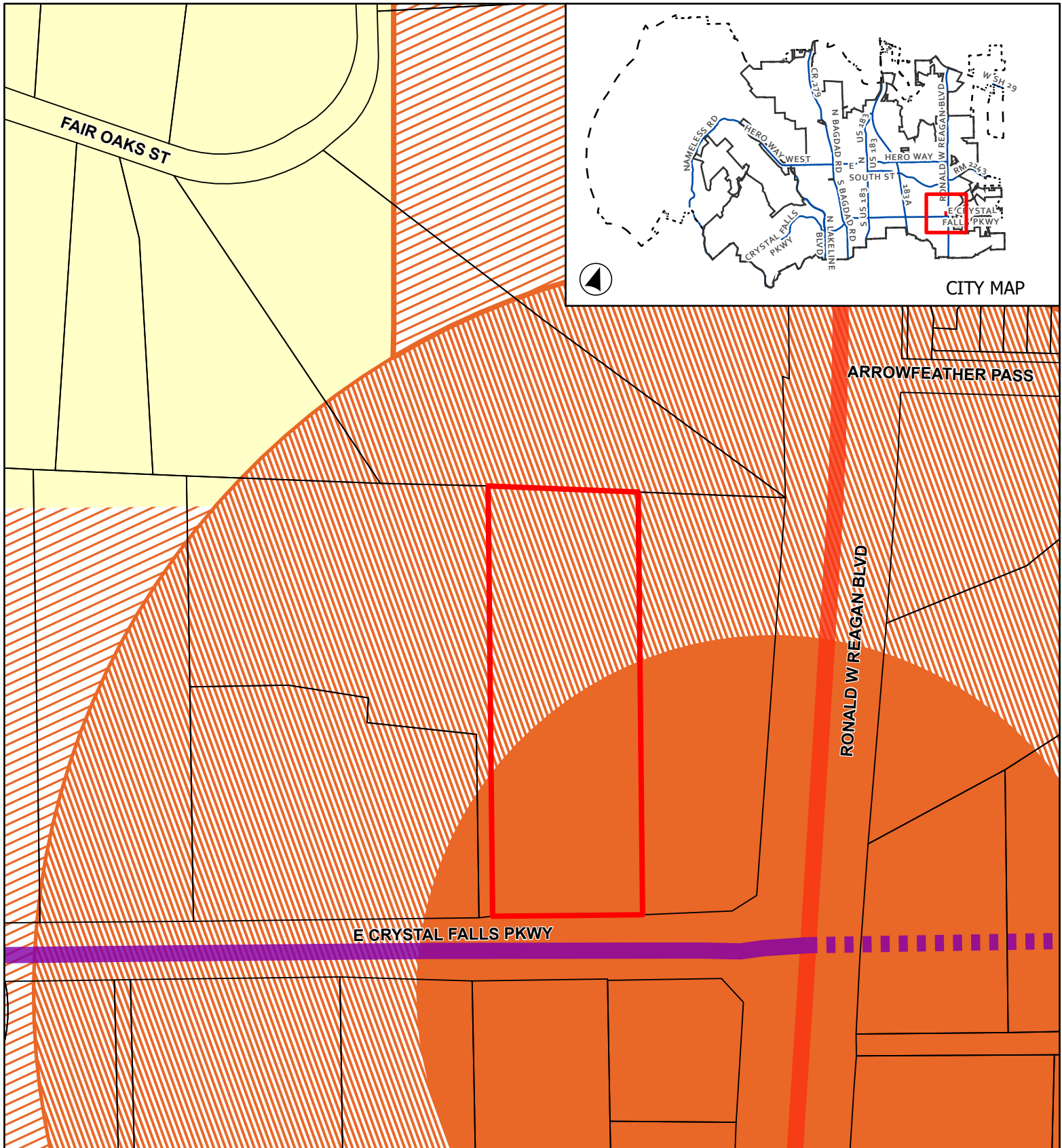


- City Limits
- ETJ
- Subject Boundary

Current Zoning

- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- SFU - Single-Family Urban

- SFC - Single-Family Compact
- MF - Multi-Family
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial
- PUD - Multi-Family
- PUD - General Commercial



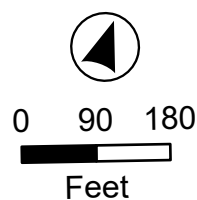
CASE: Z-25-0164

ATTACHMENT 3

10993 E CRYSTAL FALLS PKWY

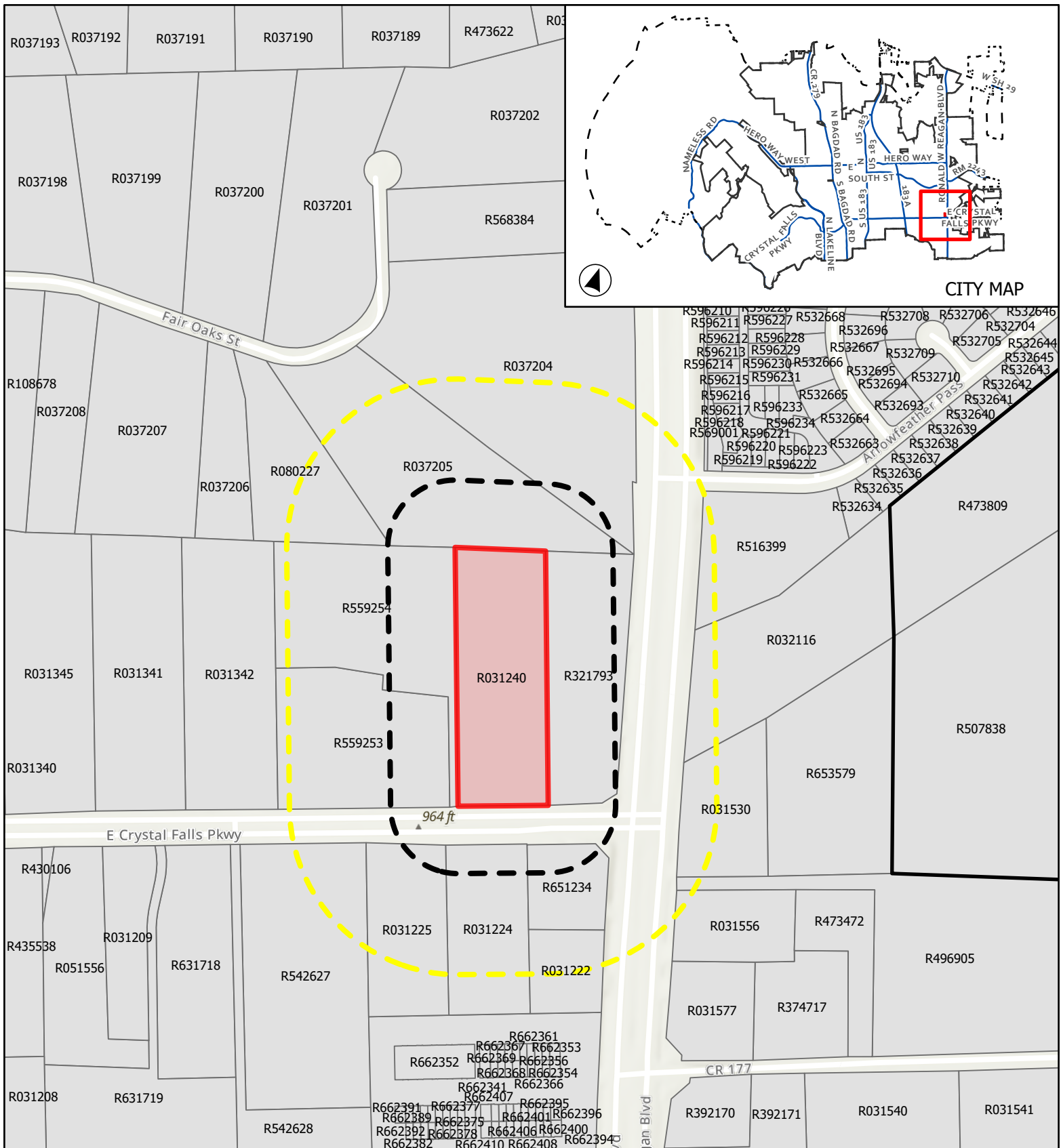
Future Land Use Map

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.



- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Access Controlled, Existing
- Arterial 4 Lane, Existing
- Arterial 4 Lane, Proposed

- Neighborhood Residential
- Neighborhood Center - Solid
- Multi-Use Corridor
- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor



CASE: Z-25-0164

ATTACHMENT 4

10993 E CRYSTAL FALLS PKWY

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.

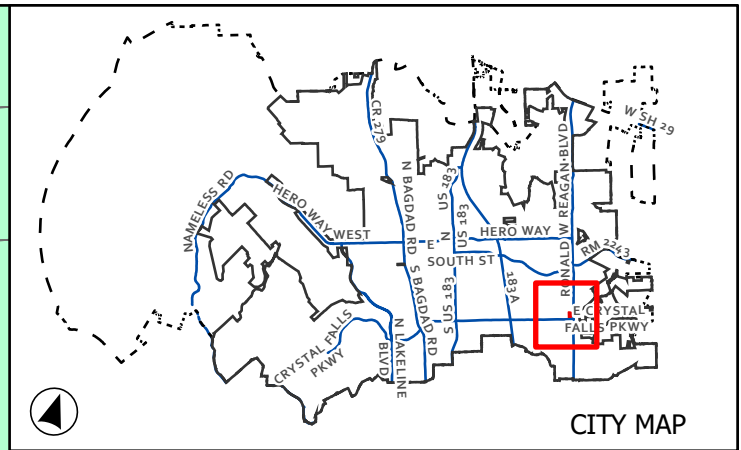
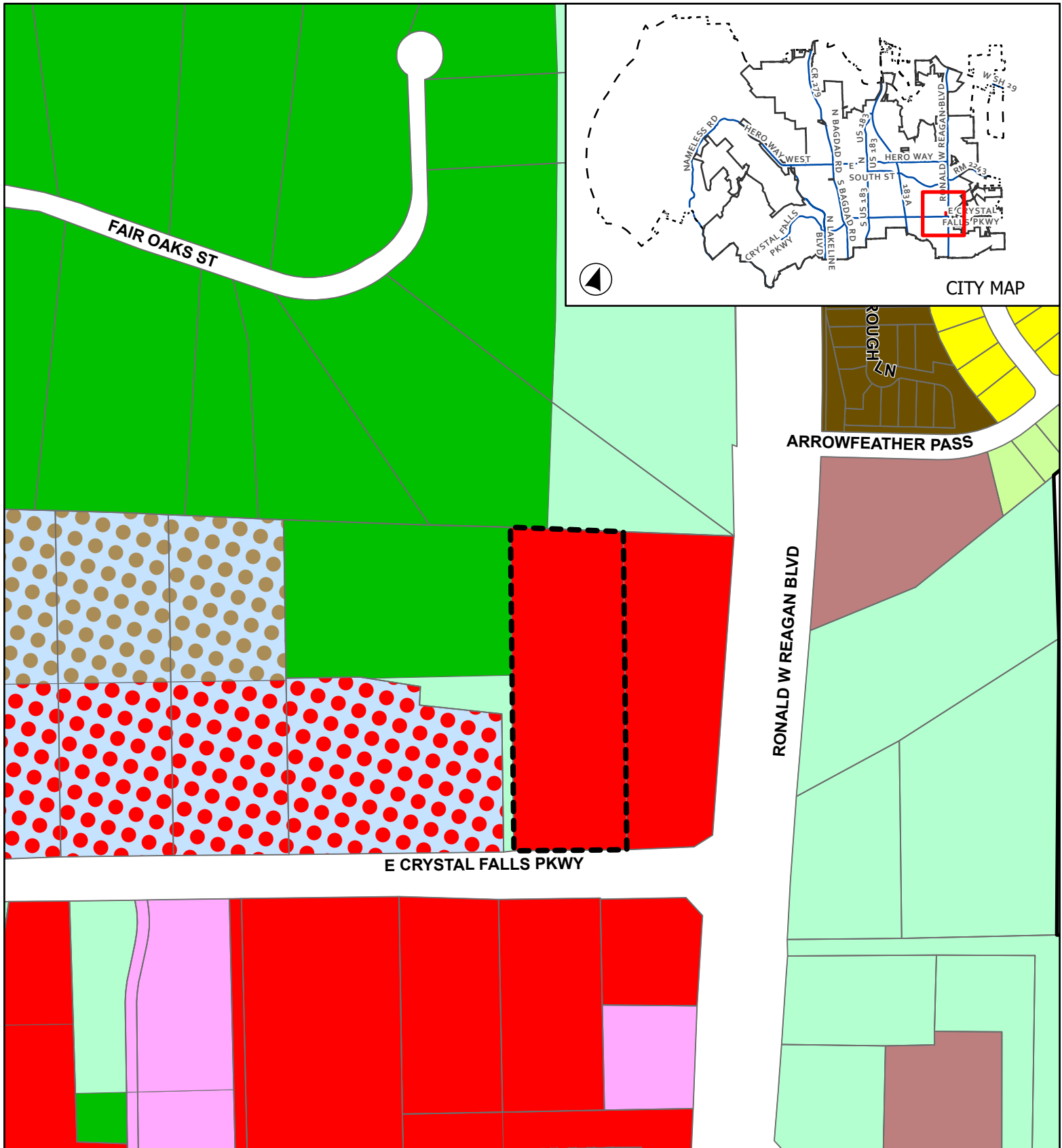


0 155 310



Feet

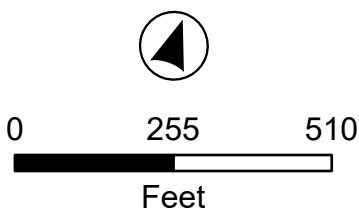
- City Limits
- ETJ
- Subject Boundary
- Notification Buffer
- 200'
- 500'



CASE: Z-25-0164 ATTACHMENT 5 10993 E CRYSTAL FALLS PKWY

Proposed 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.

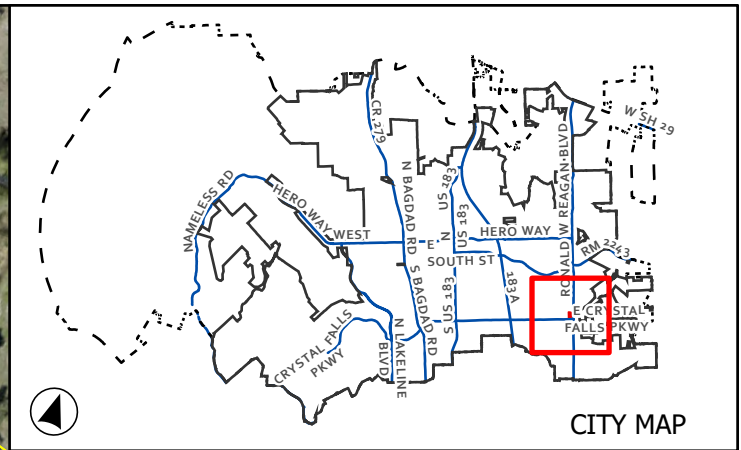
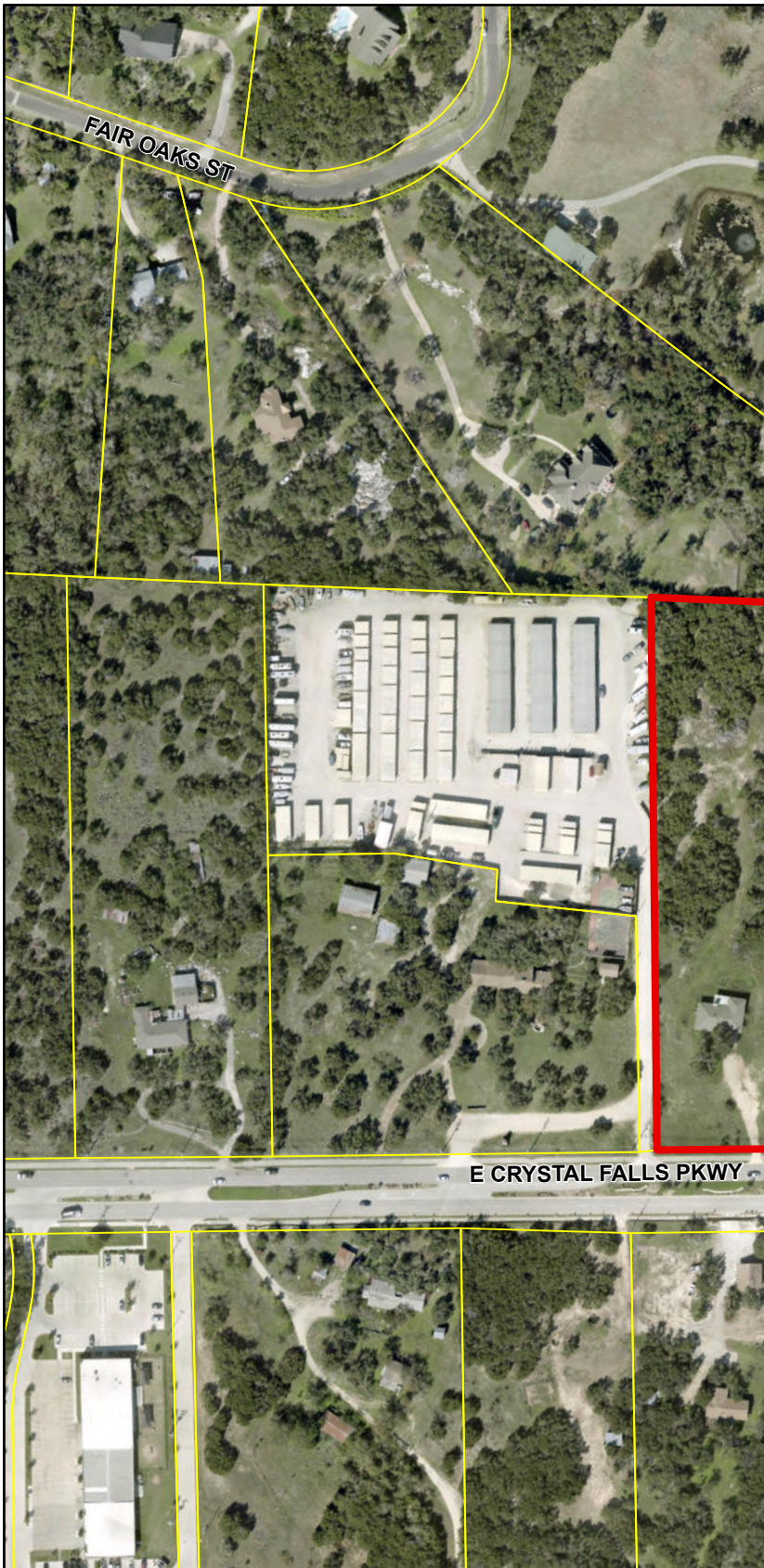


- City Limits
- ETJ
- Subject Boundary

Proposed Zoning

- SFR - Single-Family Rural
- SFS - Single-Family Suburban
- SFU - Single-Family Urban

- SFC - Single-Family Compact
- MF - Multi-Family
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial
- PUD - Multi-Family
- PUD - General Commercial



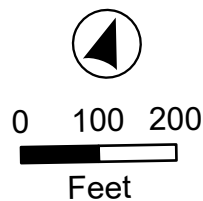
CASE: Z-25-0164

ATTACHMENT 6

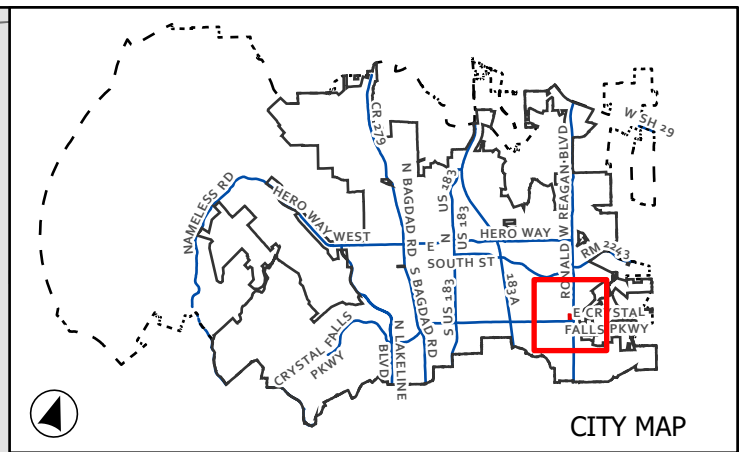
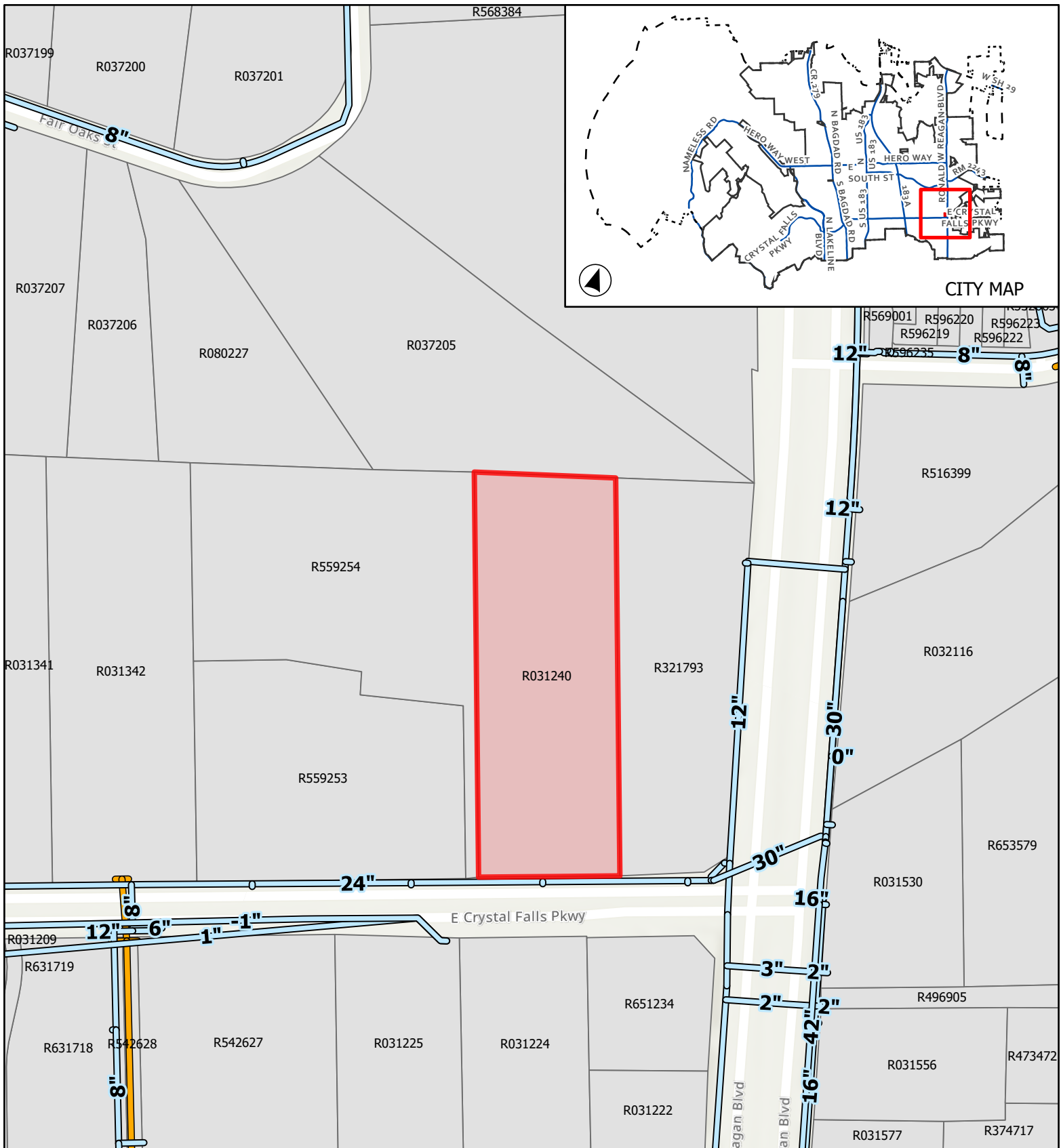
10993 E CRYSTAL FALLS PKWY

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



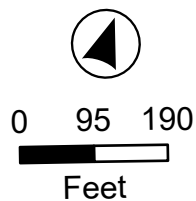
CASE: Z-25-0164

ATTACHMENT 7

10993 E CRYSTAL FALLS PKWY

Utilities 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.



- 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.

Bleyl Engineering sent out Certified Letters on January 28th to all residentially zoned or used properties within 500' of the property.

A list of the property owners name and contact information is provided by separate attachment along with a copy of the notification letter from the project engineer Jacob Mealey and a copy of the US Postal Service Certified Mail Receipt.

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.

Residence within 500' of the property boundary were notified via Certified Mail.

USPS receipts and a list of the residence notified are provided by separate sheet as page 2 of the submitted

Neighborhood Summary Report

3. What concerns were raised during these communications?

No concerns or objections were received from the notified properties.

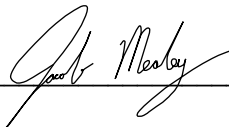
However, several of the letters sent were returned marked "Return to Sender – Unclaimed, Unable to Forward":

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

No concerns or objections were received from the notified properties, so no conditions were added or modified in the zoning request.

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

Signature: _____



Date 2/25/2025



January 27, 2025

To: Property Owner

Subject: Notification of Zoning Change Application for Property at 10993 E. Crystal Falls Parkway, Leander, TX 78641

Dear Property Owner,

This letter is to notify you that a zoning change application will be submitted for the subject property. You are receiving this notice because your property is within 500' of the subject property.

Legal Description: AW0006 - Harmon, E. D. Sur., ACRES 4.68.

Williamson County Tax Parcel ID: R031240

Current Zoning: SFS-Single-Family Suburban

Future Zoning: General Commercial (GC)

The current zoning designation for the property is Residential (SFS-Single-Family Suburban). The proposed zoning designation is General Commercial (GC). The site is located within the Neighborhood Center Category identified in the City of Leander's Future Land Use Map and 2020 Comprehensive Plan. General Commercial is an allowed zoning within the Neighborhood Center category. Please see the attached exhibit for property location and zoning.

You can find additional information about the Future Land Use Map and the 2020 Comprehensive Plan on the City of Leander's website here:

<https://www.leandertx.gov/355/2020-Leander-Comprehensive-Plan>

If you have any questions, concerns, or require further clarification about this zoning change application, please contact me by February 16th, 2025.

Thank you for your attention to this matter.

Best regards,

Jacob D. Mealey, PE

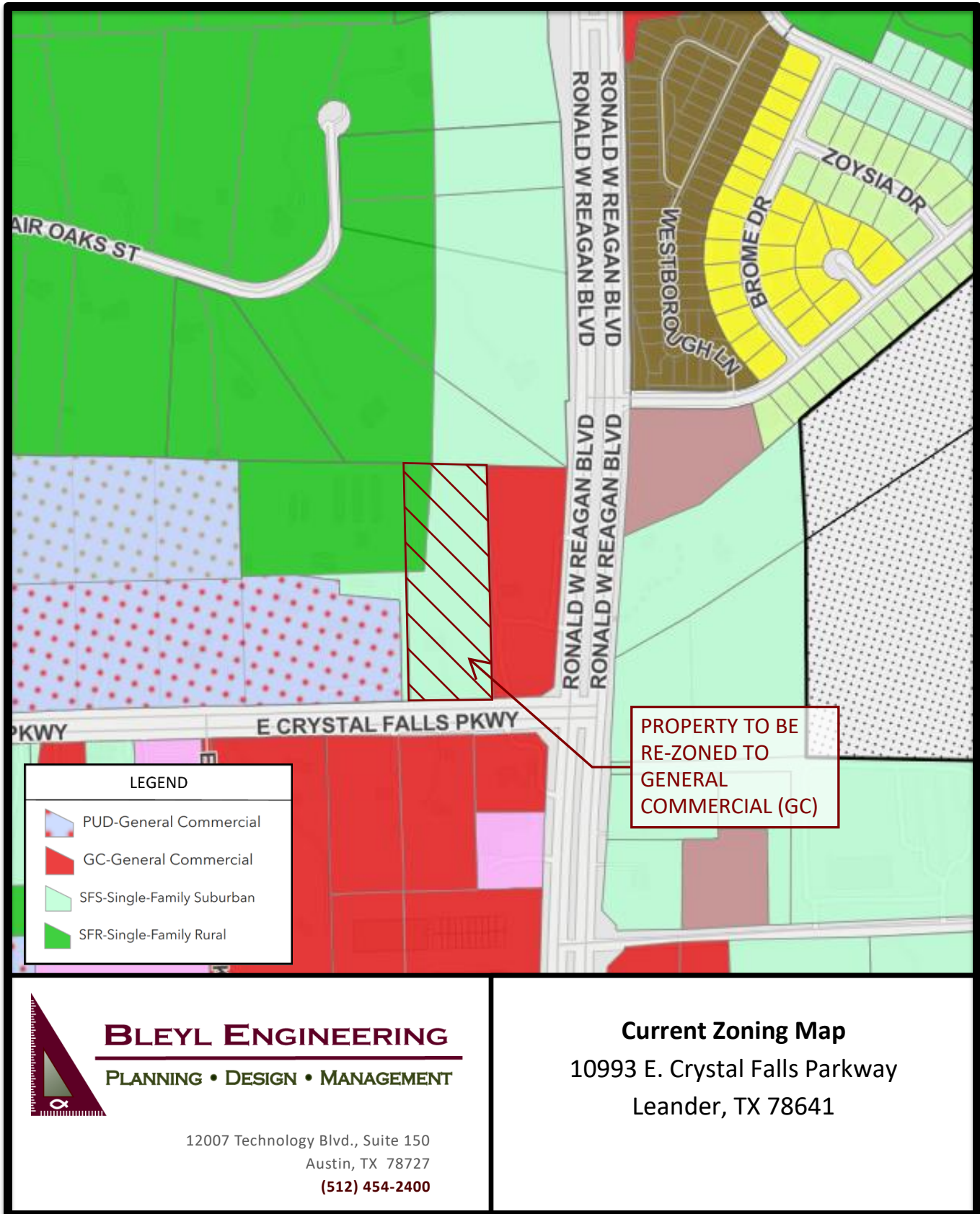
Project Manager

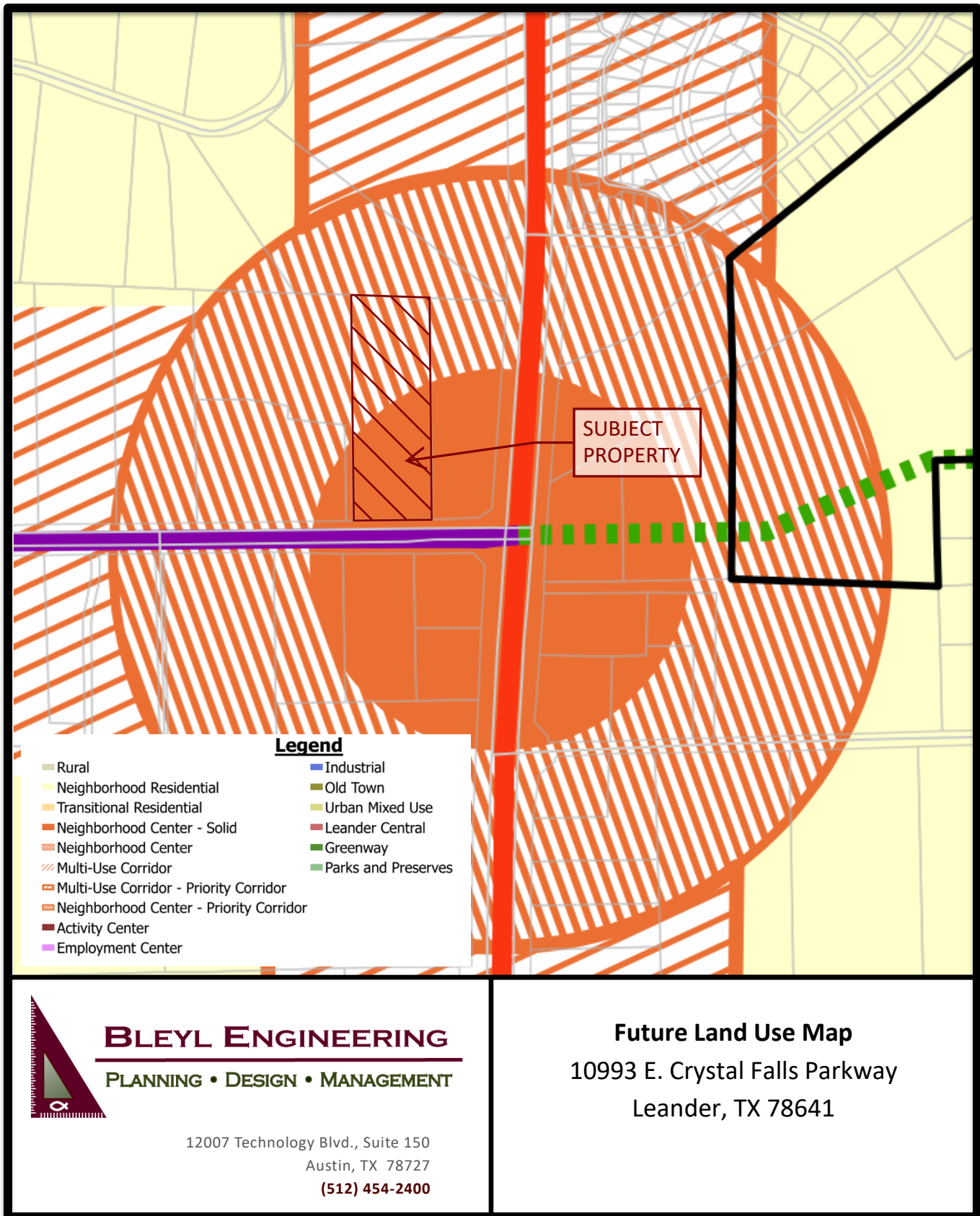
7701 San Felipe, Suite 200

Austin, TX 78729

O: 512 454 2400

jmealey@bleylengineering.com





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 INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) AND INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO GC-3-C (GENERAL COMMERCIAL); 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 4.68 acres $\pm$; being more particularly described in Exhibit "A"; 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; identified by Williamson County Central Appraisal District tax identification number R031240; more particularly described in Instrument Number 2019099490; 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 Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single Family Rural) to GC-3-C (General Commercial) 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 15th day of May, 2025.
FINALLY PASSED AND APPROVED on this the 5th day of June, 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
6/5/2025

AGENDA SUBJECT:

Approval of the extension of the approval of the construction plan permit associated with Subdivision Case PICP-22-0008, 3219 N. Lakeline Boulevard public improvement construction plans regarding the extension of water and wastewater improvements along 3219 N. Lakeline Boulevard, as more particularly described by Williamson County, Texas.

BACKGROUND:

This request is for an extension of the permit expiration date of the 3219 N. Lakeline Boulevard Water and Wastewater Improvements. These improvements are associated with a commercial site development that includes one (1) 11,000 square-foot building. The permit for the public improvements was issued on February 8, 2023 and the developer had two (2) years to complete the improvements. This permit expired on February 8, 2025 and the applicant wishes to continue this project. In this case, an updated surety instrument was not required since the final plat was previously recorded.

Article II, Section 28(e) includes the following provisions:

(e) Time Limit for Completing Improvements. The period within which required improvements must be completed shall be incorporated in the surety instrument and shall not in any event, without prior approval of the City, exceed one (1) year from date of Final Plat approval.

1. The Commission may, upon application of the developer and upon proof of hardship, recommend to the Council extension of the completion date set forth in such bond or other instrument for a maximum period of one (1) additional year. Such hardship may include delays imposed due to City projects. An application for extension shall be accompanied by an updated estimate of construction costs prepared by a licensed professional engineer, licensed to practice in the State of Texas. A surety instrument for guaranteeing completion of remaining required improvements must be filed in an amount equal to one hundred ten percent (110%) of the updated estimate of construction costs as approved by the City Engineer.
2. The Council may at any time during the period of such surety instrument accept a substitution of principal sureties upon recommendation of the Commission.

The applicant is requesting a one-year (1) extension of the permit in order to continue completing the construction of the infrastructure and working with Staff to complete the connection of the improvements. During the construction process, there were some issues with the location of existing infrastructure that resulted in a change to the construction plans.

HISTORY/TIMELINE:

02/08/2023 – Construction Plans Permit Expired
05/08/2025 – Planning & Zoning Approved

APPLICANT/AGENT:

Kimley-Horn (Ryan Schubert) on behalf of VLine Properties, LLC. (Venkat Gudapuri)

RECOMMENDATION:

The Subdivision Ordinance includes timelines for the completion of improvements as part of the subdivision process. The timeline/history section of this summary above includes the key dates for this request. The infrastructure associated with the public improvements construction plans are required to be completed one (1) year from the date of the final plat approval.

Staff recommends approval of an extension for one (1) additional year. Approving this extension would grant an extension to February 8, 2026 and will allow the developer to complete the construction of the improvements.

PRESENTER:

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

Attachments:

1. PICP-22-0008 Att 1 Extension Request - 3219 N Lakeline Boulevard W&WW
2. PICP-22-0008 Att 2 Location Map - 3219 N Lakeline Boulevard W&WW
3. PICP-22-0008 Att 3 P&Z Minutes

EXTENSION REQUEST LETTER

March 12, 2025

City of Leander
201 North Brushy Street
Leander, Tx. 78641

Re: PICP-22-0008 - 3219 N Lakeline Blvd. - Permit Extension Request

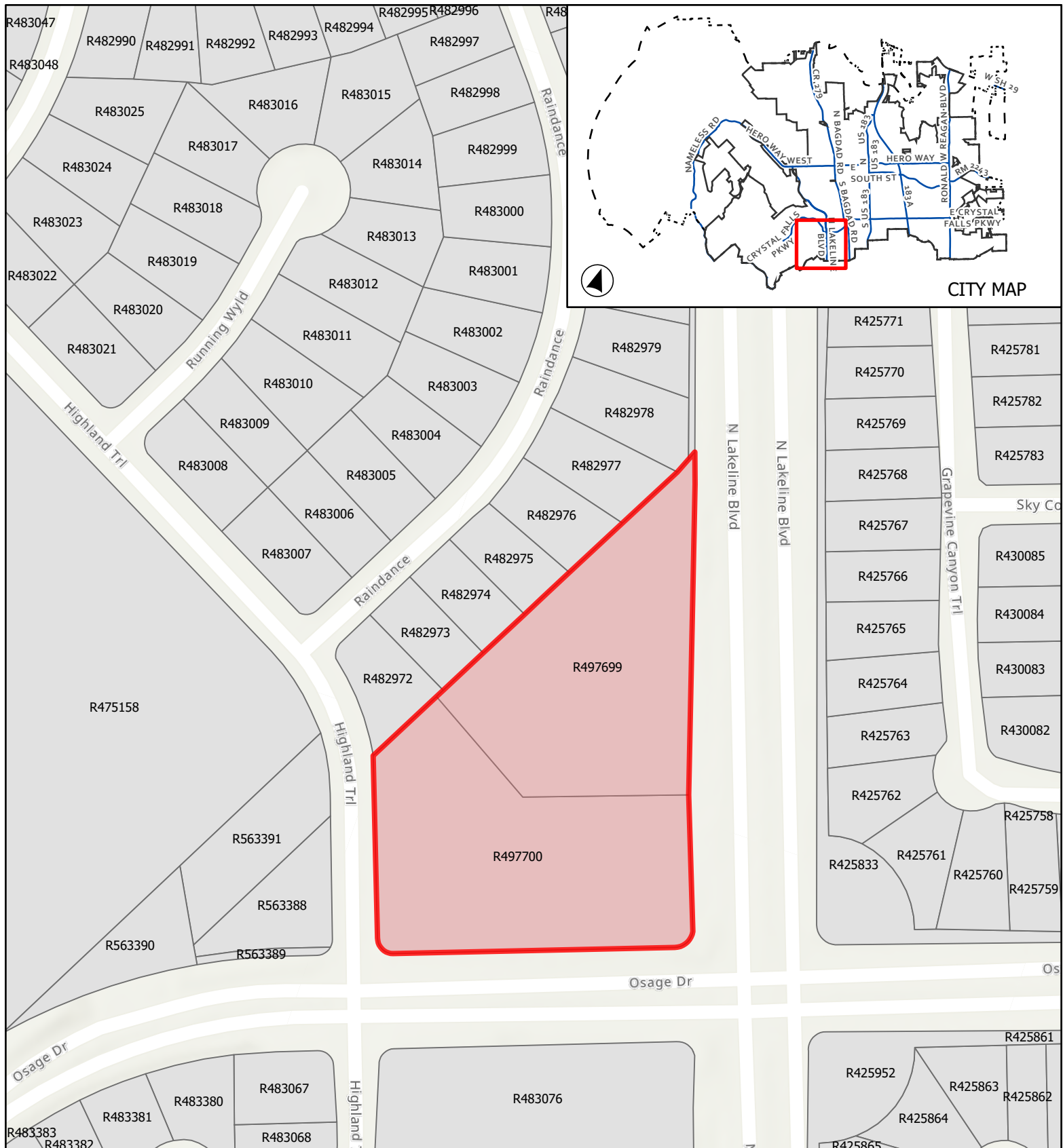
Please accept this response to the City of Leander's correspondence, issued March 11th, 2025 regarding the above-referenced Public Improvement Construction Plan Permit Expiration. The purpose of this letter is to respectfully request a Public Improvement Construction Plan Permit Extension for 22-PICP-008_3219 N Lakeline Blvd. All staff comments have been cleared and the Public Improvement Construction Plan has been signed for approval by City of Leander Staff as of February 8, 2023.

Thank you for your time and consideration of this request. Please feel free to contact me directly either by phone or email to discuss this most important matter.

Regards,



Ryan Schubert, P.E.



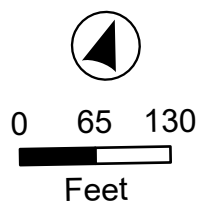
CASE: PICP-22-0008

ATTACHMENT 2

**3219 N LAKELINE BLVD
W/WW CONSTRUCTION PLANS**

Location 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.



-  City Limits
 ETJ
 Subject Boundary



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 8, 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 Joseph Morales.
3. Swearing in of Planning & Zoning Commissioner Karen Lewis.
4. Director's report to the Planning & Zoning Commission on action taken by City Council on the May 1, 2025 meeting.
5. Review of meeting protocol.
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.]

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda items 7-10.

By: Board Member Lantrip
Seconded: Board Member Mahan

Vote: 6

7. Approval of the minutes for meeting held on April 24, 2025.
8. Approval of the extension of the application expiration for Subdivision Case FP-23-0081 Gabriels Horn Development; more particularly described by Williamson Central Appraisal District Parcels R473804,

R500871, R022218, and R500872, generally located northwest of the intersection of Ronald W. Reagan Boulevard and Gabriels Horn Road, Leander, Williamson County, Texas.

9. Approval of the extension of the completion of Subdivision Case PICP-22-0008 regarding the water and wastewater improvements along 3219 N. Lakeline Boulevard, more particularly described by Williamson County, Texas.
10. Approval of the extension of the application expiration for Subdivision Case PICP-22-0020 Northline Block O Construction Plans; more particularly described by Williamson Central Appraisal District Parcels R517094 and R031604, generally located southwest of the intersection of Main Street and William Parker Street, Leander, Williamson County, Texas.
11. Approval of the extension of the application expiration for Subdivision Case PICP-23-0079 regarding Gabriels Horn Development on three (3) parcels of land 16.372 acres ± in size, more particularly described by Williamson County Appraisal District Parcels R473804, R500871, R022218, and R500872; generally located Williamson, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

12. Conduct a Public Hearing regarding Special Use Case Z-25-0165 to consider action on a Special Use Permit to allow for a smoke shop on one (1) parcel of land approximately 0.155 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036105; and commonly known as 106 W. Willis Street, Leander, Williamson County, Texas. Applicant/Agent: Paradox 2025, LLC. (Sayed Khalid Sadat) on behalf of Krasniqi Real Estate Holdings, LLC. (Taulant Krasniqi).

- Discuss and consider action regarding Zoning Case Z-25-0165 as described above.

Public Hearing opened at 6:08 p.m.; Public Hearing closed at 6:10 p.m.; following discussion.

Anita Chumnanvech, 708 Palamos Drive, Leander, TX 78641, spoke against the request.

Motion to deny Zoning request Z-25-0165.

By: Board Member Mahan

Seconded: Board Member Lantrip

Vote: 1 (Board Member Calame) - 5 Board Member Mahan, Board Member Lantrip, Board Member LeDay, Board Member Oliver, Board Member Lewis.

13. Conduct a Public Hearing and consider action regarding Ordinance Case OR-25-0030 to amend the Composite Zoning Ordinance to adopt standards and a permitting process associated with micro-trenching, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-25-0030 as described above.

Public Hearing opened at 6:42 p.m.; Public Hearing closed at 6:44 p.m.; following discussion.

Bird Holmquist, 816 Congress Ave, Suite 1100, Austin, TX 78701 spoke in favor of the request.

Motion to approve Ordinance case OR-25-0030.

By: Board Member Calame

Seconded: Board Member Lewis

Vote: 6

REGULAR AGENDA

14. Discuss and consider action on Tree Removal Case TRP-25-0036 regarding the removal of six (6) Significant Trees associated with the Techtown Office Warehouse Site Development Project (SD-24-0250), commonly known as 2901 Hero Way, Leander, Williamson County, Texas.

Motion to approved Tree Removal permit TRP-25-0036; following discussion.

By: Board Member LeDay

Seconded: Board Member Lantrip

Vote: 6

15. Adjournment
Meeting adjourned at 7:11 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Acceptance of the Quarterly Investment Report for the period ending March 31, 2025.

BACKGROUND:

Under the Public Funds Investment Act (PFIA), the City is required to maintain a City Council approved Investment Policy that is reviewed annually and is in compliance with the Act. Quarterly Investment Reports are presented to the governing body to disclose the book and market values of the investments at the period end, and to demonstrate compliance with the Council-approved Investment Policy.

The period covered in this report is January 1, 2025, through March 31, 2025.

As of March 31, 2025, the City's investment portfolio totaled \$325,351,233.85. Interest earnings for the quarter were \$3,527,440.27, and the fiscal year-to-date interest earnings totaled \$6,720,201.50. The average yield to maturity on the investment fund was 4.42% and the weighted average maturity was 96 days.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Approval and acceptance of the Quarterly Investment Report for the period ending March 31, 2025.

PRESENTER:

Jodi Levie, Deputy Chief Financial Officer

Fiscal Impact

Attachments:

1. Quarterly Investment Report 03-31-2025 - SIGNED

CITY OF LEANDER

Quarterly Investment Report

AS OF MARCH 31, 2025



M E E D E R

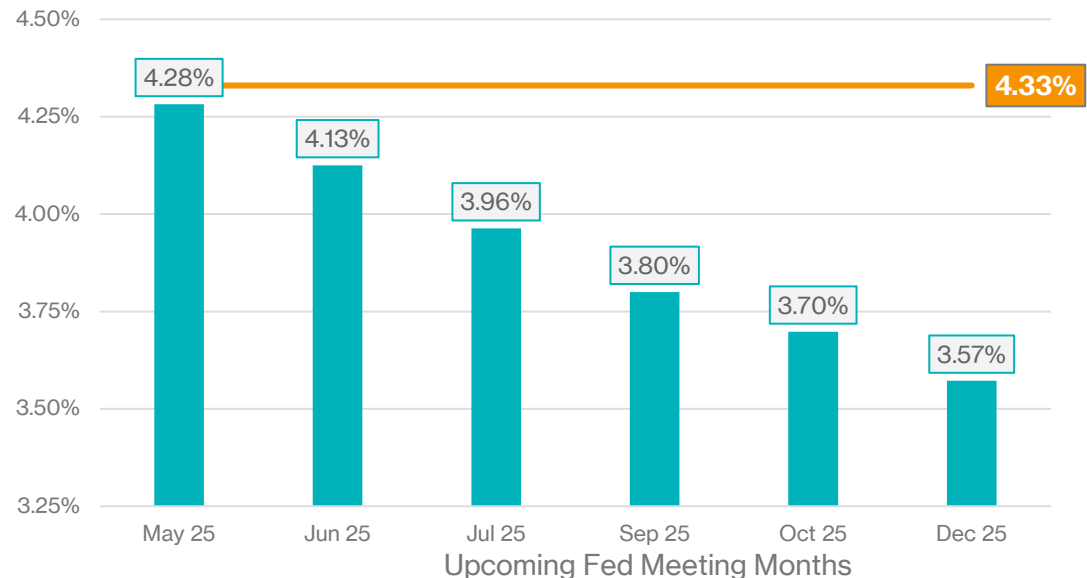
PUBLIC FUNDS



OBSERVATIONS AND EXPECTATIONS

- Market participants are expecting about three Federal Reserve rate cuts for 2025
- Fed Chair Powell recently stated that the labor market is stable
- The Fed's preferred inflation gauge remains above their target
- Short-term and intermediate-term interest rates were slightly lower for March

2025 Fed Funds Rate Per Futures Market by Fed Meeting Months

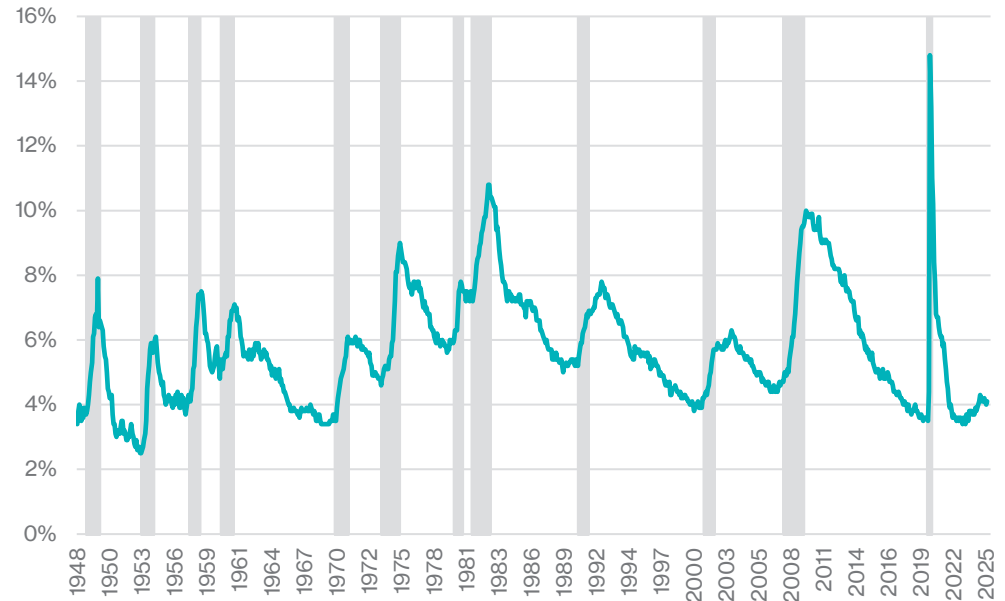


- The Federal Reserve expressed at their most recent meeting (March) they plan to cut the Fed Funds rate by .50% this year.
- At the end of March, the futures market was pricing in about .75% of cuts this year.

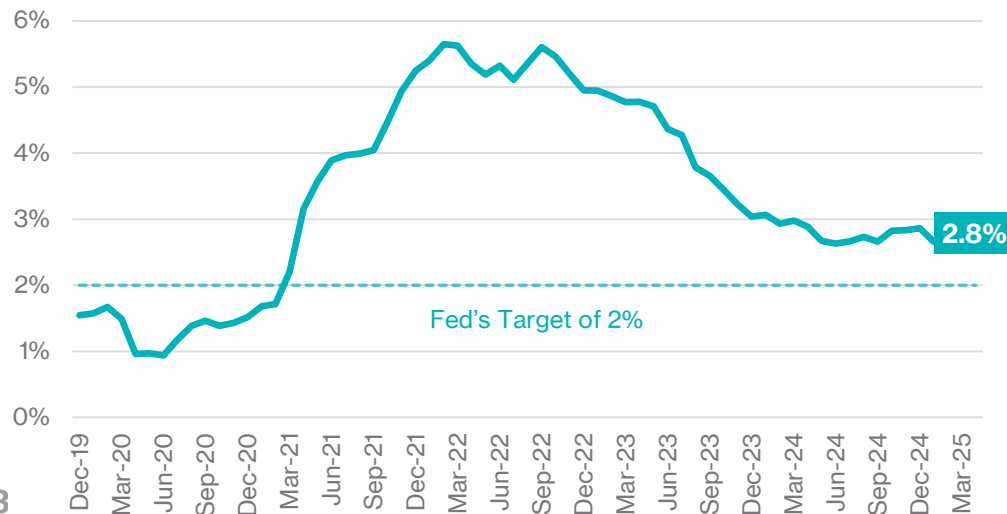
- The current rate of 4.1% is an extremely low rate of unemployment by historical standards.
- Fed Chair Powell recently stated that the labor market remains solid, with their estimate of the unemployment rate trending only slightly higher to 4.4% this year.

SOURCES: BLOOMBERG, BUREAU OF LABOR STATISTICS

U.S. Unemployment Rate



Core PCE YoY

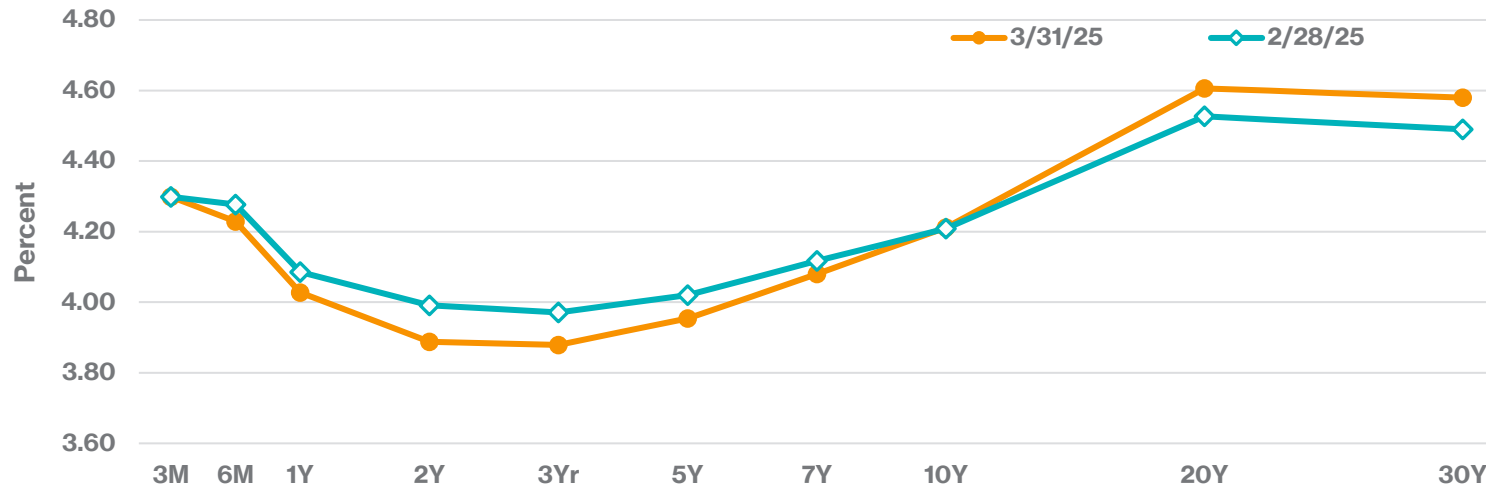


- Core Personal Consumption Expenditure YoY is the Fed's preferred inflation gauge. Core excludes food and energy components.
- Core PCE YoY is currently at 2.8%, not quite at the Fed's 2% target, but far below the 5.6% peak in 2022.
- Economists surveyed by Bloomberg expect Core PCE YoY will stay above the Fed's target and finish the full year of 2025 at 2.5%.

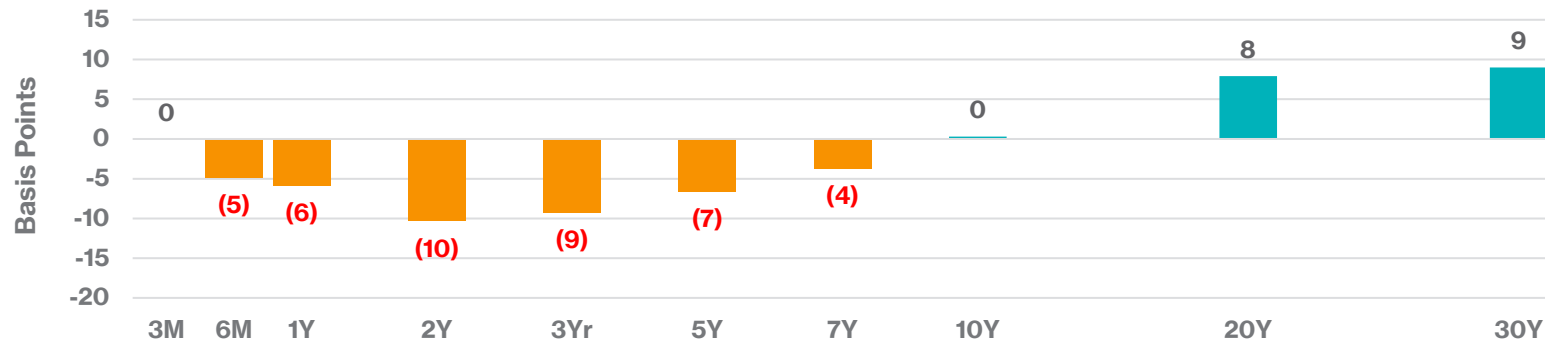
SOURCES: BLOOMBERG, BUREAU OF ECONOMIC ANALYSIS

Treasury Rates Were Mixed for the Month of March

U.S. Treasury Yield Curve Change



Basis Point Change





Compliance Certification

The undersigned acknowledge they have reviewed this quarterly investment report for the period ending March 31, 2025. Officials designated as investment officers by this entity's Investment Policy attest that all investments comply with the Texas Public Funds Investment Act and this entity's Investment Policy.

A handwritten signature in black ink, appearing to read 'Jodi Levie', written over a horizontal line.

Jodi Levie, Assistant Finance Director

Contents

Portfolio Statistics	7
Quarterly Portfolio Summary	8
Quarterly Portfolio Summary By Fund	9
Portfolio Overview	10
Summary by Type	11
Position Statement	14
Cash Reconciliation Report	21
Transaction Statement	23
Amortization Schedule	24
Accrued Interest Schedule	25
Earnings by Fund	29
Projected Cashflows	33
Change in Value	36

Portfolio Statistics

4.42

Weighted Average Yield to Maturity

0.26

Weighted Average Maturity (Years)

0.25

Portfolio Effective Duration (Years)

0.26

Weighted Average Life (Years)

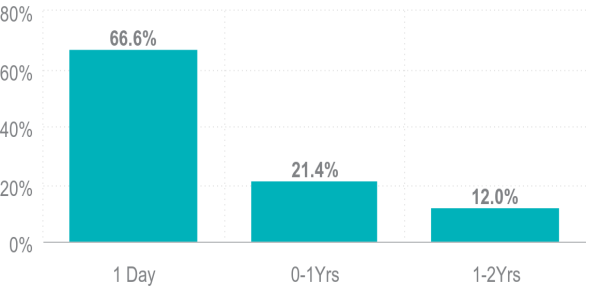
AAA

Average Credit Rating

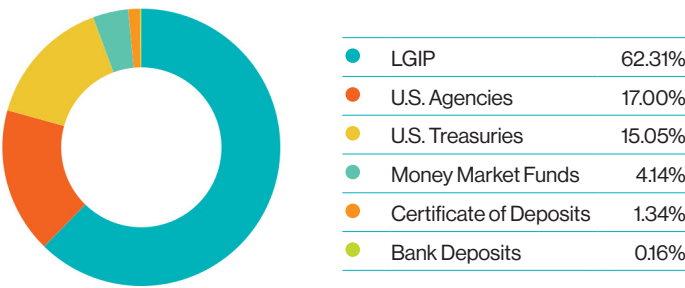
Portfolio Position

Par Value	\$325,803,538
Principal Cost	\$324,666,340
Book Value	\$325,351,234
Market Value	\$325,693,176
Unrealized Gain/Loss	\$341,942
Accrued Interest	\$1,148,015

Maturity Distribution



Sector Allocation



Quarterly Portfolio Summary

This quarterly report is prepared in compliance with the Investment Policy and the Strategy of this entity and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of December 31, 2024

BEGINNING BOOK VALUE	\$287,752,605.45
BEGINNING MARKET VALUE	\$287,966,208.82
UNREALIZED GAIN/(LOSS)	\$213,603.37
WEIGHTED AVERAGE MATURITY (YEARS)	0.39
WEIGHTED AVERAGE YIELD	4.54

Portfolio as of March 31, 2025

ENDING BOOK VALUE	\$325,351,233.85
ENDING MARKET VALUE	\$325,693,175.55
INVESTMENT INCOME FOR THE PERIOD	\$3,527,440.27
UNREALIZED GAIN/(LOSS)	\$341,941.70
CHANGE IN UNREALIZED GAIN/(LOSS)	\$128,338.33
WEIGHTED AVERAGE MATURITY (YEARS)	0.26
WEIGHTED AVERAGE YIELD	4.42

Quarterly Portfolio Summary By Fund

PORTFOLIO MARKET VALUE BY FUND	12/31/2024	03/31/2025	CHANGE	INTEREST EARNED
2022B FUND	10,017,500.00	10,012,000.00	-5,500.00	121,098.90
ARPA 2021	3,170,972.65	5,886,520.17	2,715,547.52	51,680.31
CERTS OF OBLIGATION 2016	638,269.81	605,310.05	-32,959.76	6,781.96
CERTS OF OBLIGATION 2018A	3,109,372.52	3,097,168.75	-12,203.77	33,473.23
CERTS OF OBLIGATION 2018B	364,779.38	41,575.41	-323,203.97	2,835.23
CERTS OF OBLIGATION 2022A	14,168,778.55	13,733,656.74	-435,121.81	151,639.83
CERTS OF OBLIGATION 2022B	12,321,361.77	8,005,674.08	-4,315,687.69	123,541.19
CO 2024A	10,274,022.43	10,318,126.44	44,104.01	110,639.68
CO 2024B	22,480,418.63	20,779,462.29	-1,700,956.34	237,748.00
DEBT SERVICE	8,876,269.19	30,157,927.03	21,281,657.84	245,330.62
GENERAL CONSOLIDATED	190,352,783.09	213,002,863.88	22,650,080.79	2,309,697.86
GO 2018-PARKS	287,492.94	290,596.90	3,103.96	3,103.96
GO 2018-REC CENTER	2,024,122.56	2,045,976.35	21,853.79	21,853.79
GO 2018-SENIOR CENTER	1,596,511.66	649,548.47	-946,963.19	14,308.37
GO 2018-TRANSPORTATION	4,908,243.40	2,588,033.99	-2,320,209.41	47,930.78
PID CRYSTAL SPRINGS	813,458.02	1,075,624.33	262,166.31	11,057.22
PID DEERBROOKE NIA	717,855.56	925,674.46	207,818.90	9,097.70
PID DEERBROOKE SIA	1,320,612.93	1,709,993.35	389,380.42	18,059.29
PID OAK CREEK	523,383.73	767,442.86	244,059.13	7,562.35
TOTAL	287,966,208.82	325,693,175.55	37,726,966.73	3,527,440.27

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	510,950.94	510,950.94	510,950.94	0.16%	1	0.00
LGIP	202,953,200.16	202,953,200.16	202,953,200.16	62.31%	1	4.35
Money Market Funds	13,476,785.61	13,476,785.61	13,476,785.61	4.14%	1	4.14
U.S. Treasuries	49,000,000.00	49,013,007.93	48,883,738.37	15.05%	263	4.63
U.S. Agencies	55,500,000.00	55,376,630.00	55,163,957.86	17.00%	321	4.54
Certificate of Deposits	4,362,600.91	4,362,600.91	4,362,600.91	1.34%	126	4.76
TOTAL	325,803,537.62	325,693,175.55	325,351,233.85	100.00%	96	4.42
CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		7,430.75	7,430.75			
TOTAL CASH AND INVESTMENTS	325,803,537.62	325,700,606.30	325,358,664.60		96	4.42
TOTAL EARNINGS						
	CURRENT QUARTER					
	3,527,440.27					



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
2022B FUND						
U.S. Agencies	1	10,000,000.00	9,996,894.23	3.09	4.85	120
TOTAL	1	10,000,000.00	9,996,894.23	3.07	4.85	120
ARPA 2021						
LGIP	1	5,886,520.17	5,886,520.17	1.80	4.35	1
TOTAL	1	5,886,520.17	5,886,520.17	1.81	4.35	1
CERTS OF OBLIGATION 2016						
LGIP	1	605,310.05	605,310.05	0.19	4.36	1
TOTAL	1	605,310.05	605,310.05	0.19	4.36	1
CERTS OF OBLIGATION 2018A						
LGIP	1	3,097,168.75	3,097,168.75	0.95	4.36	1
TOTAL	1	3,097,168.75	3,097,168.75	0.95	4.36	1
CERTS OF OBLIGATION 2018B						
LGIP	1	41,575.41	41,575.41	0.01	4.36	1
TOTAL	1	41,575.41	41,575.41	0.01	4.36	1
CERTS OF OBLIGATION 2022A						
LGIP	1	13,733,656.74	13,733,656.74	4.20	4.35	1
TOTAL	1	13,733,656.74	13,733,656.74	4.22	4.35	1
CERTS OF OBLIGATION 2022B						
LGIP	1	8,005,674.08	8,005,674.08	2.45	4.36	1
TOTAL	1	8,005,674.08	8,005,674.08	2.46	4.36	1
CO 2024A						



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
LGIP	1	10,318,126.44	10,318,126.44	3.16	4.35	1
TOTAL	1	10,318,126.44	10,318,126.44	3.17	4.35	1

CO 2024B						
LGIP	1	15,769,696.64	15,769,696.64	4.82	4.35	1
U.S. Treasuries	1	5,000,000.00	5,002,007.04	1.56	4.43	229
TOTAL	2	20,769,696.64	20,771,703.68	6.38	4.37	56

DEBT SERVICE						
LGIP	1	30,157,927.03	30,157,927.03	9.23	4.35	1
TOTAL	1	30,157,927.03	30,157,927.03	9.26	4.35	1

GENERAL CONSOLIDATED						
Bank Deposits	2	510,950.94	510,950.94	0.16	0.00	1
LGIP	2	109,523,267.87	109,523,267.87	33.51	4.35	1
Money Market Funds	3	9,238,171.88	9,238,171.88	2.83	4.31	1
U.S. Treasuries	6	44,000,000.00	43,881,731.32	13.60	4.65	266
U.S. Agencies	8	45,500,000.00	45,167,063.63	14.04	4.47	364
Certificate of Deposits	8	4,362,600.91	4,362,600.91	1.34	4.76	126
TOTAL	29	213,134,991.60	212,683,786.56	65.40	4.43	136

GO 2018-PARKS						
LGIP	1	290,596.90	290,596.90	0.09	4.36	1
TOTAL	1	290,596.90	290,596.90	0.09	4.36	1

GO 2018-REC CENTER						
LGIP	1	2,045,976.35	2,045,976.35	0.63	4.36	1
TOTAL	1	2,045,976.35	2,045,976.35	0.63	4.36	1



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
GO 2018-SENIOR CENTER						
LGIP	1	649,548.47	649,548.47	0.20	4.36	1
TOTAL	1	649,548.47	649,548.47	0.20	4.36	1
GO 2018-TRANSPORTATION						
LGIP	1	2,588,033.99	2,588,033.99	0.79	4.36	1
TOTAL	1	2,588,033.99	2,588,033.99	0.79	4.36	1
PID CRYSTAL SPRINGS						
Money Market Funds	1	1,075,624.33	1,075,624.33	0.33	3.82	1
TOTAL	1	1,075,624.33	1,075,624.33	0.33	3.82	1
PID DEERBROOKE NIA						
LGIP	1	251.94	251.94	0.00	4.35	1
Money Market Funds	1	925,422.52	925,422.52	0.28	3.75	1
TOTAL	2	925,674.46	925,674.46	0.28	3.75	1
PID DEERBROOKE SIA						
LGIP	1	239,869.33	239,869.33	0.07	4.35	1
Money Market Funds	1	1,470,124.02	1,470,124.02	0.45	3.75	1
TOTAL	2	1,709,993.35	1,709,993.35	0.53	3.83	1
PID OAK CREEK						
Money Market Funds	1	767,442.86	767,442.86	0.23	3.82	1
TOTAL	1	767,442.86	767,442.86	0.24	3.82	1
GRAND TOTAL	50	325,803,537.62	325,351,233.85	100.00	4.42	96



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
2022B FUND												
U.S. AGENCIES												
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25	07/30/2024 07/30/2024	10,000,000.00	9,990,500.00 0.00	9,990,500.00	4.85	07/29/2025	120	100.12 10,012,000.00	15,105.77 9,996,894.23	3.07	Aaa A-1+
U.S. AGENCIES TOTAL			10,000,000.00	9,990,500.00 0.00	9,990,500.00	4.85		120	100.12 10,012,000.00	15,105.77 9,996,894.23	3.07	AAA
2022B FUND TOTAL			10,000,000.00	9,990,500.00 0.00	9,990,500.00	4.85		120	100.12 10,012,000.00	15,105.77 9,996,894.23	3.07	AAA
ARPA 2021												
LGIP												
TEXPOOL	TexPool	03/31/2025 03/31/2025	5,886,520.17	5,886,520.17 0.00	5,886,520.17	4.35		1	1.00 5,886,520.17	0.00 5,886,520.17	1.81	AAA
LGIP TOTAL			5,886,520.17	5,886,520.17 0.00	5,886,520.17	4.35		1	1.00 5,886,520.17	0.00 5,886,520.17	1.81	AAA
ARPA 2021 TOTAL			5,886,520.17	5,886,520.17 0.00	5,886,520.17	4.35		1	1.00 5,886,520.17	0.00 5,886,520.17	1.81	AAA
CERTS OF OBLIGATION 2016												
LGIP												
TEXSTAR	TexSTAR	03/31/2025 03/31/2025	605,310.05	605,310.05 0.00	605,310.05	4.36		1	1.00 605,310.05	0.00 605,310.05	0.19	AAA
LGIP TOTAL			605,310.05	605,310.05 0.00	605,310.05	4.36		1	1.00 605,310.05	0.00 605,310.05	0.19	AAA
CERTS OF OBLIGATION 2016 TOTAL			605,310.05	605,310.05 0.00	605,310.05	4.36		1	1.00 605,310.05	0.00 605,310.05	0.19	AAA
CERTS OF OBLIGATION 2018A												
LGIP												
TEXSTAR	TexSTAR	03/31/2025 03/31/2025	3,097,168.75	3,097,168.75 0.00	3,097,168.75	4.36		1	1.00 3,097,168.75	0.00 3,097,168.75	0.95	AAA
LGIP TOTAL			3,097,168.75	3,097,168.75 0.00	3,097,168.75	4.36		1	1.00 3,097,168.75	0.00 3,097,168.75	0.95	AAA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CERTS OF OBLIGATION 2018A TOTAL			3,097,168.75	3,097,168.75 0.00	3,097,168.75	4.36		1	3,097,168.75	0.00 3,097,168.75	0.95	AAA
CERTS OF OBLIGATION 2018B												
LGIP												
TEXSTAR	TexSTAR	03/31/2025 03/31/2025	41,575.41	41,575.41 0.00	41,575.41	4.36		1	1.00 41,575.41	0.00 41,575.41	0.01	AAA
LGIP TOTAL			41,575.41	41,575.41 0.00	41,575.41	4.36		1	1.00 41,575.41	0.00 41,575.41	0.01	AAA
CERTS OF OBLIGATION 2018B TOTAL			41,575.41	41,575.41 0.00	41,575.41	4.36		1	41,575.41	0.00 41,575.41	0.01	AAA
CERTS OF OBLIGATION 2022A												
LGIP												
TEXPOOL	TexPool	03/31/2025 03/31/2025	13,733,656.74	13,733,656.74 0.00	13,733,656.74	4.35		1	1.00 13,733,656.74	0.00 13,733,656.74	4.22	AAA
LGIP TOTAL			13,733,656.74	13,733,656.74 0.00	13,733,656.74	4.35		1	1.00 13,733,656.74	0.00 13,733,656.74	4.22	AAA
CERTS OF OBLIGATION 2022A TOTAL			13,733,656.74	13,733,656.74 0.00	13,733,656.74	4.35		1	13,733,656.74	0.00 13,733,656.74	4.22	AAA
CERTS OF OBLIGATION 2022B												
LGIP												
TEXSTAR	TexSTAR	03/31/2025 03/31/2025	8,005,674.08	8,005,674.08 0.00	8,005,674.08	4.36		1	1.00 8,005,674.08	0.00 8,005,674.08	2.46	AAA
LGIP TOTAL			8,005,674.08	8,005,674.08 0.00	8,005,674.08	4.36		1	1.00 8,005,674.08	0.00 8,005,674.08	2.46	AAA
CERTS OF OBLIGATION 2022B TOTAL			8,005,674.08	8,005,674.08 0.00	8,005,674.08	4.36		1	8,005,674.08	0.00 8,005,674.08	2.46	AAA
CO 2024A												



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
LGIP												
TEXPOOL	TexPool	03/31/2025 03/31/2025	10,318,126.44	10,318,126.44 0.00	10,318,126.44	4.35		1	1.00 10,318,126.44	0.00 10,318,126.44	3.17	AAA
LGIP TOTAL			10,318,126.44	10,318,126.44 0.00	10,318,126.44	4.35		1	1.00 10,318,126.44	0.00 10,318,126.44	3.17	AAA
CO 2024A TOTAL			10,318,126.44	10,318,126.44 0.00	10,318,126.44	4.35		1	1.00 10,318,126.44	0.00 10,318,126.44	3.17	AAA

CO 2024B

LGIP												
TEXPOOL	TexPool	03/31/2025 03/31/2025	15,769,696.64	15,769,696.64 0.00	15,769,696.64	4.35		1	1.00 15,769,696.64	0.00 15,769,696.64	4.84	AAA
LGIP TOTAL			15,769,696.64	15,769,696.64 0.00	15,769,696.64	4.35		1	1.00 15,769,696.64	0.00 15,769,696.64	4.84	AAA
U.S. TREASURIES												
91282CFW6	US TREASURY 4.500 11/15/25	11/25/2024 11/25/2024	5,000,000.00	5,003,125.00 6,215.47	5,009,340.47	4.43	11/15/2025	229	100.20 5,009,765.65	7,758.61 5,002,007.04	1.54	Aaa AA+
U.S. TREASURIES TOTAL			5,000,000.00	5,003,125.00 6,215.47	5,009,340.47	4.43		229	100.20 5,009,765.65	7,758.61 5,002,007.04	1.54	AA+
CO 2024B TOTAL			20,769,696.64	20,772,821.64 6,215.47	20,779,037.11	4.37		56	20,779,462.29	7,758.61 20,771,703.68	6.38	AAA

DEBT SERVICE

LGIP												
TEXPOOL	TexPool	03/31/2025 03/31/2025	30,157,927.03	30,157,927.03 0.00	30,157,927.03	4.35		1	1.00 30,157,927.03	0.00 30,157,927.03	9.26	AAA
LGIP TOTAL			30,157,927.03	30,157,927.03 0.00	30,157,927.03	4.35		1	1.00 30,157,927.03	0.00 30,157,927.03	9.26	AAA
DEBT SERVICE TOTAL			30,157,927.03	30,157,927.03 0.00	30,157,927.03	4.35		1	30,157,927.03	0.00 30,157,927.03	9.26	AAA

GENERAL CONSOLIDATED

BANK DEPOSITS

3111062380	Texas Capital Bank GNI Tiered Money Market	03/31/2025 03/31/2025	222,796.30	222,796.30 0.00	222,796.30	0.00		1	1.00 222,796.30	0.00 222,796.30	0.07	NA NA
------------	---	--------------------------	------------	--------------------	------------	------	--	---	--------------------	--------------------	------	----------



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
591508172	Frost Bank Public Fund Checking Account	03/31/2025 03/31/2025	288,154.64	288,154.64 0.00	288,154.64	0.00		1	1.00 288,154.64	0.00 288,154.64	0.09	NA NA
BANK DEPOSITS TOTAL			510,950.94	510,950.94 0.00	510,950.94	0.00		1	1.00 510,950.94	0.00 510,950.94	0.16	NA
LGIP												
TEXPOOL	TexPool	03/31/2025 03/31/2025	107,915,865.65	107,915,865.65 0.00	107,915,865.65	4.35		1	1.00 107,915,865.65	0.00 107,915,865.65	33.13	AAA
TEXSTAR	TexSTAR	03/31/2025 03/31/2025	1,607,402.22	1,607,402.22 0.00	1,607,402.22	4.36		1	1.00 1,607,402.22	0.00 1,607,402.22	0.49	AAA
LGIP TOTAL			109,523,267.87	109,523,267.87 0.00	109,523,267.87	4.35		1	1.00 109,523,267.87	0.00 109,523,267.87	33.63	AAA
MONEY MARKET FUNDS												
26MEED	NexBank IntraFi Cash Service	03/31/2025 03/31/2025	5,721,420.06	5,721,420.06 0.00	5,721,420.06	4.50		1	1.00 5,721,420.06	0.00 5,721,420.06	1.76	NA NA
49-4797-0104	PNC Corporate Busi- ness Account	03/31/2025 03/31/2025	887.66	887.66 0.00	887.66	0.00		1	1.00 887.66	0.00 887.66	0.00	NA NA
37292142	Invesco Treasury Account	03/31/2025 03/31/2025	3,515,864.16	3,515,864.16 0.00	3,515,864.16	3.99		1	1.00 3,515,864.16	0.00 3,515,864.16	1.08	NA NA
MONEY MARKET FUNDS TOTAL			9,238,171.88	9,238,171.88 0.00	9,238,171.88	4.31		1	1.00 9,238,171.88	0.00 9,238,171.88	2.84	NA
U.S. TREASURIES												
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	03/11/2024 03/11/2024	12,000,000.00	11,709,843.75 0.00	11,709,843.75	4.92	04/15/2025	15	99.92 11,990,625.00	780.47 11,989,844.53	3.68	Aaa AA+
91282CHD6	US TREASURY 4.250 05/31/25	03/11/2024 03/11/2024	12,000,000.00	11,913,750.00 0.00	11,913,750.00	4.86	05/31/2025	61	100.00 11,999,531.28	11,134.42 11,988,396.86	3.68	Aaa AA+
91282CJV4	US TREASURY 4.250 01/31/26	11/25/2024 11/25/2024	5,000,000.00	4,990,429.69 0.00	4,990,429.69	4.41	01/31/2026	306	100.10 5,005,078.15	11,834.97 4,993,243.18	1.54	Aaa AA+
91282CLH2	US TREASURY 3.750 08/31/26	11/25/2024 11/25/2024	5,000,000.00	4,947,656.25 0.00	4,947,656.25	4.37	08/31/2026	518	99.70 4,984,765.65	26,786.95 4,957,978.70	1.53	Aaa AA+
91282CJT9	US TREASURY 4.000 01/15/27	11/25/2024 11/25/2024	5,000,000.00	4,965,429.69 0.00	4,965,429.69	4.34	01/15/2027	655	100.11 5,005,468.75	34,417.51 4,971,051.24	1.54	Aaa AA+
91282CKA8	US TREASURY 4.125 02/15/27	11/25/2024 11/25/2024	5,000,000.00	4,977,734.38 0.00	4,977,734.38	4.33	02/15/2027	686	100.36 5,017,773.45	36,556.64 4,981,216.81	1.54	Aaa AA+
U.S. TREASURIES TOTAL			44,000,000.00	43,504,843.76 0.00	43,504,843.76	4.65		267	100.01 44,003,242.28	121,510.96 43,881,731.32	13.51	AA+
U.S. AGENCIES												
3130A5R35	FHLBANKS 2.875 06/13/25	12/12/2023 12/12/2023	5,000,000.00	4,849,520.00 0.00	4,849,520.00	4.98	06/13/2025	74	99.69 4,984,700.00	4,736.38 4,979,963.62	1.53	Aaa AA+
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '25 MTN	06/14/2022 07/14/2022	5,000,000.00	5,000,000.00 0.00	5,000,000.00	4.00	07/14/2025	105	99.83 4,991,350.00	(8,650.00) 5,000,000.00	1.53	Aaa AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	10/04/2024 10/04/2024	6,250,000.00	6,243,312.50 0.00	6,243,312.50	3.99	10/01/2025	184	99.80 6,237,312.50	(9,306.80) 6,246,619.30	1.92	P-1 A-1+
3130AWKM1	FHLBANKS 4.750 12/12/25	01/16/2024 01/16/2024	5,000,000.00	5,040,455.00 0.00	5,040,455.00	4.30	12/12/2025	256	100.34 5,017,200.00	2,378.12 5,014,821.88	1.54	Aaa AA+
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	04/29/2024 04/29/2024	6,000,000.00	5,981,940.00 0.00	5,981,940.00	5.04	04/24/2026	389	100.74 6,044,100.00	53,765.21 5,990,334.79	1.86	Aaa AA+
3135GOQ22	FANNIE MAE 1.875 09/24/26	04/26/2024 04/26/2024	6,000,000.00	5,584,680.00 0.00	5,584,680.00	4.96	09/24/2026	542	96.99 5,819,340.00	74,377.59 5,744,962.41	1.79	Aaa AA+
3133ERVU2	FED FARM CR BNKS 3.500 10/02/26	10/04/2024 10/04/2024	6,250,000.00	6,228,837.50 1,215.28	6,230,052.78	3.68	10/02/2026	550	99.28 6,204,687.50	(29,353.42) 6,234,040.92	1.91	Aaa AA+
3130AVBC5	FHLBANKS 4.500 03/12/27	04/29/2024 04/29/2024	6,000,000.00	5,935,588.44 0.00	5,935,588.44	4.90	03/12/2027	711	101.10 6,065,940.00	109,619.28 5,956,320.72	1.86	Aaa AA+
U.S. AGENCIES TOTAL			45,500,000.00	44,864,333.44 1,215.28	44,865,548.72	4.48		365	99.72 45,364,630.00	197,566.37 45,167,063.63	13.93	AA+
CERTIFICATE OF DEPOSITS												
172404911B	East West Bank 4.76% 08/04/2025	08/03/2024 08/03/2024	4,362,600.91	4,362,600.91 0.00	4,362,600.91	4.76	08/04/2025	126	100.00 4,362,600.91	(0.00) 4,362,600.91	1.34	NA NA
CERTIFICATE OF DEPOSITS TOTAL			4,362,600.91	4,362,600.91 0.00	4,362,600.91	4.76		126	100.00 4,362,600.91	(0.00) 4,362,600.91	1.34	NA
GENERAL CONSOLIDATED TOTAL			213,134,991.60	212,004,168.81 1,215.28	212,005,384.09	4.43		136	213,002,863.88	319,077.32 212,683,786.56	65.40	AAA

GO 2018-PARKS

LGIP

TEXSTAR	TexSTAR	03/31/2025 03/31/2025	290,596.90	290,596.90 0.00	290,596.90	4.36		1	1.00 290,596.90	0.00 290,596.90	0.09	AAA
LGIP TOTAL			290,596.90	290,596.90 0.00	290,596.90	4.36		1	1.00 290,596.90	0.00 290,596.90	0.09	AAA
GO 2018-PARKS TOTAL			290,596.90	290,596.90 0.00	290,596.90	4.36		1	290,596.90	0.00 290,596.90	0.09	AAA

GO 2018-REC CENTER

LGIP

TEXSTAR	TexSTAR	03/31/2025 03/31/2025	2,045,976.35	2,045,976.35 0.00	2,045,976.35	4.36		1	1.00 2,045,976.35	0.00 2,045,976.35	0.63	AAA
LGIP TOTAL			2,045,976.35	2,045,976.35 0.00	2,045,976.35	4.36		1	1.00 2,045,976.35	0.00 2,045,976.35	0.63	AAA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
GO 2018-REC CENTER TOTAL			2,045,976.35	2,045,976.35 0.00	2,045,976.35	4.36		1	2,045,976.35	0.00 2,045,976.35	0.63	AAA
GO 2018-SENIOR CENTER												
LGIP												
TEXSTAR	TexSTAR	03/31/2025 03/31/2025	649,548.47	649,548.47 0.00	649,548.47	4.36		1	1.00 649,548.47	0.00 649,548.47	0.20	AAA
LGIP TOTAL			649,548.47	649,548.47 0.00	649,548.47	4.36		1	1.00 649,548.47	0.00 649,548.47	0.20	AAA
GO 2018-SENIOR CENTER TOTAL			649,548.47	649,548.47 0.00	649,548.47	4.36		1	649,548.47	0.00 649,548.47	0.20	AAA
GO												
LGIP												
TEXSTAR	TexSTAR	03/31/2025 03/31/2025	2,588,033.99	2,588,033.99 0.00	2,588,033.99	4.36		1	1.00 2,588,033.99	0.00 2,588,033.99	0.79	AAA
LGIP TOTAL			2,588,033.99	2,588,033.99 0.00	2,588,033.99	4.36		1	1.00 2,588,033.99	0.00 2,588,033.99	0.79	AAA
GO			2,588,033.99	2,588,033.99 0.00	2,588,033.99	4.36		1	2,588,033.99	0.00 2,588,033.99	0.79	AAA
PID CRYSTAL SPRINGS												
MONEY MARKET FUNDS												
14956P836	CAVANAL HILL:GS MM;ADMN	03/31/2025 03/31/2025	1,075,624.33	1,075,624.33 0.00	1,075,624.33	3.82		1	1.00 1,075,624.33	0.00 1,075,624.33	0.33	Aaa AAA
MONEY MARKET FUNDS TOTAL			1,075,624.33	1,075,624.33 0.00	1,075,624.33	3.82		1	1.00 1,075,624.33	0.00 1,075,624.33	0.33	AAA
PID CRYSTAL SPRINGS TOTAL			1,075,624.33	1,075,624.33 0.00	1,075,624.33	3.82		1	1,075,624.33	0.00 1,075,624.33	0.33	AAA
PID DEERBROOKE NIA												
LGIP												
TEXPOOL	TexPool	03/31/2025 03/31/2025	251.94	251.94 0.00	251.94	4.35		1	1.00 251.94	0.00 251.94	0.00	AAA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
LGIP TOTAL			251.94	251.94 0.00	251.94	4.35		1	1.00 251.94	0.00 251.94	0.00	AAA
MONEY MARKET FUNDS												
60934N153	FEDERATED HRMS GV O;TR	03/31/2025 03/31/2025	925,422.52	925,422.52 0.00	925,422.52	3.75		1	1.00 925,422.52	0.00 925,422.52	0.28	Aaa AAA
MONEY MARKET FUNDS TOTAL			925,422.52	925,422.52 0.00	925,422.52	3.75		1	1.00 925,422.52	0.00 925,422.52	0.28	AAA
PID DEERBROOKE NIA TOTAL			925,674.46	925,674.46 0.00	925,674.46	3.75		1	925,674.46	0.00 925,674.46	0.28	AAA
PID DEERBROOKE SIA												
LGIP												
TEXPOOL	TexPool	03/31/2025 03/31/2025	239,869.33	239,869.33 0.00	239,869.33	4.35		1	1.00 239,869.33	0.00 239,869.33	0.07	AAA
LGIP TOTAL			239,869.33	239,869.33 0.00	239,869.33	4.35		1	1.00 239,869.33	0.00 239,869.33	0.07	AAA
MONEY MARKET FUNDS												
60934N153	FEDERATED HRMS GV O;TR	03/31/2025 03/31/2025	1,470,124.02	1,470,124.02 0.00	1,470,124.02	3.75		1	1.00 1,470,124.02	0.00 1,470,124.02	0.45	Aaa AAA
MONEY MARKET FUNDS TOTAL			1,470,124.02	1,470,124.02 0.00	1,470,124.02	3.75		1	1.00 1,470,124.02	0.00 1,470,124.02	0.45	AAA
PID DEERBROOKE SIA TOTAL			1,709,993.35	1,709,993.35 0.00	1,709,993.35	3.83		1	1,709,993.35	0.00 1,709,993.35	0.53	AAA
PID OAK CREEK												
MONEY MARKET FUNDS												
14956P836	CAVANAL HILL:GS MM;ADMIN	03/31/2025 03/31/2025	767,442.86	767,442.86 0.00	767,442.86	3.82		1	1.00 767,442.86	0.00 767,442.86	0.24	Aaa AAA
MONEY MARKET FUNDS TOTAL			767,442.86	767,442.86 0.00	767,442.86	3.82		1	1.00 767,442.86	0.00 767,442.86	0.24	AAA
PID OAK CREEK TOTAL			767,442.86	767,442.86 0.00	767,442.86	3.82		1	767,442.86	0.00 767,442.86	0.24	AAA
GRAND TOTAL			325,803,537.62	324,666,339.83 7,430.75	324,673,770.58	4.42		96	325,693,175.55	341,941.70 325,351,233.85	100.00	AAA



Cash Reconciliation Report

2022B FUND						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
01/29/2025	3133ERMW8	FED FARM CR BNKS 4.750 07/29/25	0.00	07/29/2025	0.00	237,500.00
COUPON TOTAL			0.00		0.00	237,500.00
GENERAL CONSOLIDATED						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
BUY						
01/03/2025	172404911B	East West Bank	17,465.22	08/04/2025	17,465.22	-17,465.22
02/03/2025	172404911B	East West Bank	15,835.85	08/04/2025	15,835.85	-15,835.85
03/03/2025	172404911B	East West Bank	17,600.11	08/04/2025	17,600.11	-17,600.11
BUY TOTAL			50,901.18		50,901.18	-50,901.18
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
01/03/2025	172404911B	East West Bank	0.00	08/04/2025	0.00	17,465.22
01/06/2025	3130AYXH4	FEDERAL HOME LOAN BANKS 4.94 01/06/2025	0.00	01/06/2025	0.00	234,650.00
01/14/2025	3134GXZT4	FREDDIE MAC 4.000 07/14/25 '25 MTN	0.00	07/14/2025	0.00	100,000.00
01/15/2025	91282CJT9	US TREASURY 4.000 01/15/27	0.00	01/15/2027	0.00	100,000.00
01/31/2025	91282CJV4	US TREASURY 4.250 01/31/26	0.00	01/31/2026	0.00	106,250.00
02/03/2025	172404911B	East West Bank	0.00	08/04/2025	0.00	15,835.85
02/14/2025	3130AYZ90	FEDERAL HOME LOAN BANKS 5.0 02/14/2025	0.00	02/14/2025	0.00	237,500.00
02/18/2025	91282CKA8	US TREASURY 4.125 02/15/27	0.00	02/15/2027	0.00	103,125.00
02/28/2025	91282CLH2	US TREASURY 3.750 08/31/26	0.00	08/31/2026	0.00	93,750.00
03/03/2025	172404911B	East West Bank	0.00	08/04/2025	0.00	17,600.11
03/12/2025	3130AVBC5	FHLBANKS 4.500 03/12/27	0.00	03/12/2027	0.00	135,000.00
03/24/2025	3135G0Q22	FANNIE MAE 1.875 09/24/26	0.00	09/24/2026	0.00	56,250.00
COUPON TOTAL			0.00		0.00	1,217,426.18
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						
01/06/2025	3130AYXH4	FEDERAL HOME LOAN BANKS 4.94 01/06/2025	-9,500,000.00	01/06/2025	-9,500,000.00	9,500,000.00

Cash Reconciliation Report

02/14/2025	3130AYZ90	FEDERAL HOME LOAN BANKS 5.0 02/14/2025	-9,500,000.00	02/14/2025	-9,500,000.00	9,500,000.00
MATURITY TOTAL			-19,000,000.00		-19,000,000.00	19,000,000.00

Transaction Statement

GENERAL CONSOLIDATED									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	01/03/2025	01/03/2025	172404911B	East West Bank 4.76% 08/04/2025	17,465.22	17,465.22	0.00	(17,465.22)	4.76
	02/03/2025	02/03/2025	172404911B	East West Bank 4.76% 08/04/2025	15,835.85	15,835.85	0.00	(15,835.85)	4.76
	03/03/2025	03/03/2025	172404911B	East West Bank 4.76% 08/04/2025	17,600.11	17,600.11	0.00	(17,600.11)	4.76
BUY TOTAL					50,901.18	50,901.18	0.00	(50,901.18)	4.76
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE		TOTAL	NET REALIZED GAIN/LOSS
MATURITY									
	01/06/2025	01/06/2025	3130AYXH4	FEDERAL HOME LOAN BANKS 4.94 01/06/2025	(9,500,000.00)	9,500,000.00		9,500,000.00	0.00
	02/14/2025	02/14/2025	3130AYZ90	FEDERAL HOME LOAN BANKS 5.0 02/14/2025	(9,500,000.00)	9,500,000.00		9,500,000.00	0.00
MATURITY TOTAL					(19,000,000.00)	19,000,000.00		19,000,000.00	0.00



Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
2022B FUND									
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25	10,000,000.00	9,990,500.00	(9,500.00)	9,994,545.33	2,348.90	9,996,894.23	6,394.23	(3,105.77)
TOTAL		10,000,000.00	9,990,500.00	(9,500.00)	9,994,545.33	2,348.90	9,996,894.23	6,394.23	(3,105.77)
CO 2024B									
91282CFW6	US TREASURY 4.500 11/15/25	5,000,000.00	5,003,125.00	3,125.00	5,002,799.30	(792.25)	5,002,007.04	(1,117.96)	2,007.04
TOTAL		5,000,000.00	5,003,125.00	3,125.00	5,002,799.30	(792.25)	5,002,007.04	(1,117.96)	2,007.04
GENERAL									
172404911B	East West Bank 4.76% 08/04/2025	4,362,600.91	4,362,600.91	0.00	4,311,699.73	0.00	4,362,600.91	0.00	0.00
3135GOQ22	FANNIE MAE 1.875 09/24/26	6,000,000.00	5,584,680.00	(415,320.00)	5,702,534.71	42,427.70	5,744,962.41	160,282.41	(255,037.59)
3133ERVU2	FED FARM CR BNKS 3.500 10/02/26	6,250,000.00	6,228,837.50	(21,162.50)	6,231,424.67	2,616.24	6,234,040.92	5,203.42	(15,959.08)
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	6,250,000.00	6,243,312.50	(6,687.50)	6,244,956.66	1,662.64	6,246,619.30	3,306.80	(3,380.70)
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	6,000,000.00	5,981,940.00	(18,060.00)	5,988,092.86	2,241.93	5,990,334.79	8,394.79	(9,665.21)
3130AYXH4	FEDERAL HOME LOAN BANKS 4.94 01/06/2025	9,500,000.00	9,492,305.00	(7,695.00)	9,499,879.39	120.61	0.00	7,695.00	0.00
3130AYZ90	FEDERAL HOME LOAN BANKS 5.0 02/14/2025	9,500,000.00	9,499,050.00	(950.00)	9,499,883.24	116.76	0.00	950.00	0.00
3130A5R35	FHLBANKS 2.875 06/13/25	5,000,000.00	4,849,520.00	(150,480.00)	4,955,261.24	24,702.38	4,979,963.62	130,443.63	(20,036.38)
3130AVBC5	FHLBANKS 4.500 03/12/27	6,000,000.00	5,935,588.44	(64,411.56)	5,950,783.91	5,536.81	5,956,320.72	20,732.28	(43,679.28)
3130AWKM1	FHLBANKS 4.750 12/12/25	5,000,000.00	5,040,455.00	40,455.00	5,020,053.13	(5,231.25)	5,014,821.88	(25,633.13)	14,821.88
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '25 MTN	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	12,000,000.00	11,709,843.75	(290,156.25)	11,924,559.38	65,285.16	11,989,844.53	280,000.78	(10,155.47)
91282CLH2	US TREASURY 3.750 08/31/26	5,000,000.00	4,947,656.25	(52,343.75)	4,950,663.58	7,315.12	4,957,978.70	10,322.45	(42,021.30)
91282CJT9	US TREASURY 4.000 01/15/27	5,000,000.00	4,965,429.69	(34,570.31)	4,967,067.46	3,983.77	4,971,051.24	5,621.55	(28,948.76)
91282CKA8	US TREASURY 4.125 02/15/27	5,000,000.00	4,977,734.38	(22,265.62)	4,978,748.95	2,467.86	4,981,216.81	3,482.43	(18,783.19)
91282CJV4	US TREASURY 4.250 01/31/26	5,000,000.00	4,990,429.69	(9,570.31)	4,991,249.37	1,993.81	4,993,243.18	2,813.49	(6,756.82)
91282CHD6	US TREASURY 4.250 05/31/25	12,000,000.00	11,913,750.00	(86,250.00)	11,970,992.15	17,404.71	11,988,396.86	74,646.86	(11,603.14)
TOTAL		112,862,600.91	111,723,133.12	(1,139,467.79)	112,187,850.43	172,644.26	93,411,395.87	688,262.75	(451,205.04)
GRAND TOTAL		127,862,600.91	126,716,758.12	(1,145,842.79)	127,185,195.05	174,200.91	108,410,297.14	693,539.02	(452,303.77)



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
2022B FUND									
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25	2024-07-30	10,000,000.00	9,990,500.00	200,555.56	0.00	118,750.00	237,500.00	81,805.56
TOTAL			10,000,000.00	9,990,500.00	200,555.56	0.00	118,750.00	237,500.00	81,805.56
ARPA 2021									
TEXPOOL	TexPool	2025-03-31	5,886,520.17	5,886,520.17	0.00	0.00	51,680.31	51,680.31	0.00
TOTAL			5,886,520.17	5,886,520.17	0.00	0.00	51,680.31	51,680.31	0.00
CERTS OF OBLIGATION 2016									
TEXSTAR	TexSTAR	2025-03-31	605,310.05	605,310.05	0.00	0.00	6,781.96	6,781.96	0.00
TOTAL			605,310.05	605,310.05	0.00	0.00	6,781.96	6,781.96	0.00
CERTS OF OBLIGATION 2018A									
TEXSTAR	TexSTAR	2025-03-31	3,097,168.75	3,097,168.75	0.00	0.00	33,473.23	33,473.23	0.00
TOTAL			3,097,168.75	3,097,168.75	0.00	0.00	33,473.23	33,473.23	0.00
CERTS OF OBLIGATION 2018B									
TEXSTAR	TexSTAR	2025-03-31	41,575.41	41,575.41	0.00	0.00	2,835.23	2,835.23	0.00
TOTAL			41,575.41	41,575.41	0.00	0.00	2,835.23	2,835.23	0.00
CERTS OF OBLIGATION 2022A									
TEXPOOL	TexPool	2025-03-31	13,733,656.74	13,733,656.74	0.00	0.00	151,639.83	151,639.83	0.00
TOTAL			13,733,656.74	13,733,656.74	0.00	0.00	151,639.83	151,639.83	0.00
CERTS OF OBLIGATION 2022B									
TEXSTAR	TexSTAR	2025-03-31	8,005,674.08	8,005,674.08	0.00	0.00	123,541.19	123,541.19	0.00
TOTAL			8,005,674.08	8,005,674.08	0.00	0.00	123,541.19	123,541.19	0.00

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
CO 2024A									
TEXPOOL	TexPool	2025-03-31	10,318,126.44	10,318,126.44	0.00	0.00	110,639.68	110,639.68	0.00
TOTAL			10,318,126.44	10,318,126.44	0.00	0.00	110,639.68	110,639.68	0.00
CO 2024B									
TEXPOOL	TexPool	2025-03-31	15,769,696.64	15,769,696.64	0.00	0.00	182,601.03	182,601.03	0.00
91282CFW6	US TREASURY 4.500 11/15/25	2024-11-25	5,000,000.00	5,003,125.00	29,212.71	0.00	55,939.23	0.00	85,151.93
TOTAL			20,769,696.64	20,772,821.64	29,212.71	0.00	238,540.26	182,601.03	85,151.93
DEBT SERVICE									
TEXPOOL	TexPool	2025-03-31	30,157,927.03	30,157,927.03	0.00	0.00	245,330.62	245,330.62	0.00
TOTAL			30,157,927.03	30,157,927.03	0.00	0.00	245,330.62	245,330.62	0.00
GENERAL CONSOLIDATED									
172404911B	East West Bank 4.76% 08/04/2025	2024-08-03	4,362,600.91	4,362,600.91	15,744.20	0.00	51,087.05	50,901.18	15,930.07
3135G0Q22	FANNIE MAE 1.875 09/24/26	2024-04-26	6,000,000.00	5,584,680.00	30,312.50	0.00	28,125.00	56,250.00	2,187.50
3133ERVU2	FED FARM CR BNKS 3.500 10/02/26	2024-10-04	6,250,000.00	6,228,837.50	54,079.86	0.00	54,687.50	0.00	108,767.36
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	2024-10-04	6,250,000.00	6,243,312.50	58,528.65	0.00	60,546.88	0.00	119,075.52
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	2024-04-29	6,000,000.00	5,981,940.00	54,437.50	0.00	73,125.00	0.00	127,562.50
3130AYXH4	FEDERAL HOME LOAN BANKS 4.94 01/06/2025	2024-02-22	0.00	0.00	228,131.94	0.00	6,518.06	234,650.00	0.00
3130AYZ90	FEDERAL HOME LOAN BANKS 5.0 02/14/2025	2024-02-22	0.00	0.00	180,763.89	0.00	56,736.11	237,500.00	0.00
3130A5R35	FHLBANKS 2.875 06/13/25	2023-12-12	5,000,000.00	4,849,520.00	7,187.50	0.00	35,937.50	0.00	43,125.00
3130AVBC5	FHLBANKS 4.500 03/12/27	2024-04-29	6,000,000.00	5,935,588.44	81,750.00	0.00	67,500.00	135,000.00	14,250.00
3130AWKM1	FHLBANKS 4.750 12/12/25	2024-01-16	5,000,000.00	5,040,455.00	12,534.72	0.00	59,375.00	0.00	71,909.72
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '25 MTN	2022-07-14	5,000,000.00	5,000,000.00	92,777.78	0.00	50,000.00	100,000.00	42,777.78
591508172	Frost Bank Public Fund Checking Account	2025-03-31	288,154.64	288,154.64	0.00	0.00	0.00	0.00	0.00
37292142	Invesco Treasury Account	2025-03-31	3,515,864.16	3,515,864.16	0.00	0.00	59,111.22	59,111.22	0.00
26MEED	NexBank IntraFi Cash Service	2025-03-31	5,721,420.06	5,721,420.06	0.00	0.00	63,663.89	63,663.89	0.00



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
49-4797-0104	PNC Corporate Business Account	2025-03-31	887.66	887.66	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2025-03-31	107,915,865.65	107,915,865.65	0.00	0.00	1,037,628.60	1,037,628.60	0.00
TEXSTAR	TexSTAR	2025-03-31	1,607,402.22	1,607,402.22	0.00	0.00	25,913.93	25,913.93	0.00
3111062380	Texas Capital Bank GNI Tiered Money Market	2025-03-31	222,796.30	222,796.30	0.00	0.00	1,497.22	1,497.22	0.00
TXRANGE	Texas Range TexasDAILY Fund	2025-03-31	0.00	0.00	0.00	0.00	2,269.74	2,269.74	0.00
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	2024-03-11	12,000,000.00	11,709,843.75	67,500.00	0.00	77,884.62	0.00	145,384.62
91282CLH2	US TREASURY 3.750 08/31/26	2024-11-25	5,000,000.00	4,947,656.25	63,708.56	0.00	46,345.78	93,750.00	16,304.35
91282CJT9	US TREASURY 4.000 01/15/27	2024-11-25	5,000,000.00	4,965,429.69	92,391.30	0.00	49,597.65	100,000.00	41,988.95
91282CKA8	US TREASURY 4.125 02/15/27	2024-11-25	5,000,000.00	4,977,734.38	77,904.21	0.00	50,859.60	103,125.00	25,638.81
91282CJV4	US TREASURY 4.250 01/31/26	2024-11-25	5,000,000.00	4,990,429.69	88,926.63	0.00	52,544.36	106,250.00	35,220.99
91282CHD6	US TREASURY 4.250 05/31/25	2024-03-11	12,000,000.00	11,913,750.00	44,835.16	0.00	126,098.90	0.00	170,934.07
TOTAL			213,134,991.60	212,004,168.81	1,251,514.42	0.00	2,137,053.60	2,407,510.78	981,057.24

GO 2018-PARKS

TEXSTAR	TexSTAR	2025-03-31	290,596.90	290,596.90	0.00	0.00	3,103.96	3,103.96	0.00
TOTAL			290,596.90	290,596.90	0.00	0.00	3,103.96	3,103.96	0.00

GO 2018-REC CENTER

TEXSTAR	TexSTAR	2025-03-31	2,045,976.35	2,045,976.35	0.00	0.00	21,853.79	21,853.79	0.00
TOTAL			2,045,976.35	2,045,976.35	0.00	0.00	21,853.79	21,853.79	0.00

GO 2018-SENIOR CENTER

TEXSTAR	TexSTAR	2025-03-31	649,548.47	649,548.47	0.00	0.00	14,308.37	14,308.37	0.00
TOTAL			649,548.47	649,548.47	0.00	0.00	14,308.37	14,308.37	0.00

GO 2018-TRANSPORTATION

TEXSTAR	TexSTAR	2025-03-31	2,588,033.99	2,588,033.99	0.00	0.00	47,930.78	47,930.78	0.00
TOTAL			2,588,033.99	2,588,033.99	0.00	0.00	47,930.78	47,930.78	0.00

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
PID CRYSTAL SPRINGS									
14956P836	CAVANAL HILL:GS MM;ADMN	2025-03-31	1,075,624.33	1,075,624.33	0.00	0.00	11,057.22	11,057.22	0.00
TOTAL			1,075,624.33	1,075,624.33	0.00	0.00	11,057.22	11,057.22	0.00
PID DEERBROOKE NIA									
60934N153	FEDERATED HRMS GV O;TR	2025-03-31	925,422.52	925,422.52	0.00	0.00	8,979.87	8,979.87	0.00
TEXPOOL	TexPool	2025-03-31	251.94	251.94	0.00	0.00	117.83	117.83	0.00
TOTAL			925,674.46	925,674.46	0.00	0.00	9,097.70	9,097.70	0.00
PID DEERBROOKE SIA									
60934N153	FEDERATED HRMS GV O;TR	2025-03-31	1,470,124.02	1,470,124.02	0.00	0.00	14,286.11	14,286.11	0.00
TEXPOOL	TexPool	2025-03-31	239,869.33	239,869.33	0.00	0.00	3,773.18	3,773.18	0.00
TOTAL			1,709,993.35	1,709,993.35	0.00	0.00	18,059.29	18,059.29	0.00
PID OAK CREEK									
14956P836	CAVANAL HILL:GS MM;ADMN	2025-03-31	767,442.86	767,442.86	0.00	0.00	7,562.35	7,562.35	0.00
TOTAL			767,442.86	767,442.86	0.00	0.00	7,562.35	7,562.35	0.00
GRAND TOTAL			325,803,537.62	324,666,339.83	1,481,282.68	0.00	3,353,239.37	3,686,507.32	1,148,014.72



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
2022B FUND											
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25	10,000,000.00	9,994,545.33	9,996,894.23	07/29/2025	4.75	4.85	118,750.00	2,348.90	0.00	121,098.90
TOTAL		10,000,000.00	9,994,545.33	9,996,894.23		4.75	4.85	118,750.00	2,348.90	0.00	121,098.90
ARPA 2021											
TEXPOOL	TexPool	5,886,520.17	3,170,972.65	5,886,520.17	03/31/2025	5.34	4.35	51,680.31	0.00	0.00	51,680.31
TOTAL		5,886,520.17	3,170,972.65	5,886,520.17		5.34	4.35	51,680.31	0.00	0.00	51,680.31
CERTS OF OBLIGATION 2016											
TEXSTAR	TexSTAR	605,310.05	638,269.81	605,310.05	03/31/2025	5.30	4.36	6,781.96	0.00	0.00	6,781.96
TOTAL		605,310.05	638,269.81	605,310.05		5.30	4.36	6,781.96	0.00	0.00	6,781.96
CERTS OF OBLIGATION 2018A											
TEXSTAR	TexSTAR	3,097,168.75	3,109,372.52	3,097,168.75	03/31/2025	5.30	4.36	33,473.23	0.00	0.00	33,473.23
TOTAL		3,097,168.75	3,109,372.52	3,097,168.75		5.30	4.36	33,473.23	0.00	0.00	33,473.23
CERTS OF OBLIGATION 2018B											
TEXSTAR	TexSTAR	41,575.41	364,779.38	41,575.41	03/31/2025	5.30	4.36	2,835.23	0.00	0.00	2,835.23
TOTAL		41,575.41	364,779.38	41,575.41		5.30	4.36	2,835.23	0.00	0.00	2,835.23
CERTS OF OBLIGATION 2022A											
TEXPOOL	TexPool	13,733,656.74	14,168,778.55	13,733,656.74	03/31/2025	5.34	4.35	151,639.83	0.00	0.00	151,639.83
TOTAL		13,733,656.74	14,168,778.55	13,733,656.74		5.34	4.35	151,639.83	0.00	0.00	151,639.83
CERTS OF OBLIGATION 2022B											
TEXSTAR	TexSTAR	8,005,674.08	12,321,361.77	8,005,674.08	03/31/2025	5.30	4.36	123,541.19	0.00	0.00	123,541.19
TOTAL		8,005,674.08	12,321,361.77	8,005,674.08		5.30	4.36	123,541.19	0.00	0.00	123,541.19



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
CO 2024A											
TEXPOOL	TexPool	10,318,126.44	10,274,022.43	10,318,126.44	03/31/2025	5.34	4.35	110,639.68	0.00	0.00	110,639.68
TOTAL		10,318,126.44	10,274,022.43	10,318,126.44		5.34	4.35	110,639.68	0.00	0.00	110,639.68
CO 2024B											
91282CFW6	US TREASURY 4.500 11/15/25	5,000,000.00	5,002,799.30	5,002,007.04	11/15/2025	4.50	4.43	55,939.23	(792.25)	0.00	55,146.97
TEXPOOL	TexPool	15,769,696.64	17,470,848.33	15,769,696.64	03/31/2025	5.34	4.35	182,601.03	0.00	0.00	182,601.03
TOTAL		20,769,696.64	22,473,647.63	20,771,703.68		5.13	4.37	238,540.26	(792.25)	0.00	237,748.00
DEBT SERVICE											
TEXPOOL	TexPool	30,157,927.03	8,876,269.19	30,157,927.03	03/31/2025	5.34	4.35	245,330.62	0.00	0.00	245,330.62
TOTAL		30,157,927.03	8,876,269.19	30,157,927.03		5.34	4.35	245,330.62	0.00	0.00	245,330.62
GENERAL CONSOLIDATED											
172404911B	East West Bank 4.76% 08/04/2025	4,362,600.91	4,311,699.73	4,362,600.91	08/04/2025	4.76	4.76	51,087.05	0.00	0.00	51,087.05
26MEED	NexBank IntraFi Cash Service	5,721,420.06	5,657,756.17	5,721,420.06	03/31/2025	5.32	4.50	63,663.89	0.00	0.00	63,663.89
3111062380	Texas Capital Bank GNI Tiered Money Market	222,796.30	221,299.08	222,796.30	03/31/2025	3.07	0.00	1,497.22	0.00	0.00	1,497.22
3130A5R35	FHLBANKS 2.875 06/13/25	5,000,000.00	4,955,261.24	4,979,963.62	06/13/2025	2.88	4.98	35,937.50	24,702.38	0.00	60,639.88
3130AVBC5	FHLBANKS 4.500 03/12/27	6,000,000.00	5,950,783.91	5,956,320.72	03/12/2027	4.50	4.90	67,500.00	5,536.81	0.00	73,036.81
3130AWKM1	FHLBANKS 4.750 12/12/25	5,000,000.00	5,020,053.13	5,014,821.88	12/12/2025	4.75	4.30	59,375.00	(5,231.25)	0.00	54,143.75
3130AYXH4	FEDERAL HOME LOAN BANKS 4.94 01/06/2025	0.00	9,499,879.39	0.00	01/06/2025	4.94	5.04	6,518.06	120.61	0.00	6,638.67
3130AYZ90	FEDERAL HOME LOAN BANKS 5.0 02/14/2025	0.00	9,499,883.24	0.00	02/14/2025	5.00	5.01	56,736.11	116.76	0.00	56,852.87
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	6,000,000.00	5,988,092.86	5,990,334.79	04/24/2026	4.88	5.04	73,125.00	2,241.93	0.00	75,366.93
3133ERVU2	FED FARM CR BNKS 3.500 10/02/26	6,250,000.00	6,231,424.67	6,234,040.92	10/02/2026	3.50	3.68	54,687.50	2,616.24	0.00	57,303.74
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	6,250,000.00	6,244,956.66	6,246,619.30	10/01/2025	3.88	3.99	60,546.88	1,662.64	0.00	62,209.51



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '25 MTN	5,000,000.00	5,000,000.00	5,000,000.00	07/14/2025	4.00	4.00	50,000.00	0.00	0.00	50,000.00
3135GOQ22	FANNIE MAE 1.875 09/24/26	6,000,000.00	5,702,534.71	5,744,962.41	09/24/2026	1.88	4.96	28,125.00	42,427.70	0.00	70,552.70
37292142	Invesco Treasury Account	3,515,864.16	6,536,752.94	3,515,864.16	03/31/2025	4.44	3.99	59,111.22	0.00	0.00	59,111.22
49-4797-0104	PNC Corporate Business Account	887.66	903.00	887.66	03/31/2025	0.00	0.00	0.00	0.00	0.00	0.00
591508172	Frost Bank Public Fund Checking Account	288,154.64	124,814.33	288,154.64	03/31/2025	0.00	0.00	0.00	0.00	0.00	0.00
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	12,000,000.00	11,924,559.38	11,989,844.53	04/15/2025	2.63	4.92	77,884.62	65,285.16	0.00	143,169.77
91282CHD6	US TREASURY 4.250 05/31/25	12,000,000.00	11,970,992.15	11,988,396.86	05/31/2025	4.25	4.86	126,098.90	17,404.71	0.00	143,503.61
91282CJT9	US TREASURY 4.000 01/15/27	5,000,000.00	4,967,067.46	4,971,051.24	01/15/2027	4.00	4.34	49,597.65	3,983.77	0.00	53,581.42
91282CJV4	US TREASURY 4.250 01/31/26	5,000,000.00	4,991,249.37	4,993,243.18	01/31/2026	4.25	4.41	52,544.36	1,993.81	0.00	54,538.18
91282CKA8	US TREASURY 4.125 02/15/27	5,000,000.00	4,978,748.95	4,981,216.81	02/15/2027	4.13	4.33	50,859.60	2,467.86	0.00	53,327.46
91282CLH2	US TREASURY 3.750 08/31/26	5,000,000.00	4,950,663.58	4,957,978.70	08/31/2026	3.75	4.37	46,345.78	7,315.12	0.00	53,660.90
TEXPOOL	TexPool	107,915,865.65	59,296,757.63	107,915,865.65	03/31/2025	5.34	4.35	1,037,628.60	0.00	0.00	1,037,628.60
TEXSTAR	TexSTAR	1,607,402.22	4,891,435.12	1,607,402.22	03/31/2025	5.30	4.36	25,913.93	0.00	0.00	25,913.93
TXRANGE	Texas Range TexasDAILY Fund	0.00	1,251,336.70	0.00	03/31/2025	5.04	4.40	2,269.74	0.00	0.00	2,269.74
TOTAL		213,134,991.60	190,168,905.40	212,683,786.56		4.63	4.44	2,137,053.60	172,644.26	0.00	2,309,697.86

GO 2018-PARKS

TEXSTAR	TexSTAR	290,596.90	287,492.94	290,596.90	03/31/2025	5.30	4.36	3,103.96	0.00	0.00	3,103.96
TOTAL		290,596.90	287,492.94	290,596.90		5.30	4.36	3,103.96	0.00	0.00	3,103.96

GO 2018-REC CENTER

TEXSTAR	TexSTAR	2,045,976.35	2,024,122.56	2,045,976.35	03/31/2025	5.30	4.36	21,853.79	0.00	0.00	21,853.79
TOTAL		2,045,976.35	2,024,122.56	2,045,976.35		5.30	4.36	21,853.79	0.00	0.00	21,853.79

GO 2018-SENIOR CENTER

TEXSTAR	TexSTAR	649,548.47	1,596,511.66	649,548.47	03/31/2025	5.30	4.36	14,308.37	0.00	0.00	14,308.37
TOTAL		649,548.47	1,596,511.66	649,548.47		5.30	4.36	14,308.37	0.00	0.00	14,308.37



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
GO 2018-TRANSPORTATION											
TEXSTAR	TexSTAR	2,588,033.99	4,908,243.40	2,588,033.99	03/31/2025	5.30	4.36	47,930.78	0.00	0.00	47,930.78
TOTAL		2,588,033.99	4,908,243.40	2,588,033.99		5.30	4.36	47,930.78	0.00	0.00	47,930.78
PID CRYSTAL SPRINGS											
14956P836	CAVANAL HILL:GS MM;ADMN	1,075,624.33	813,458.02	1,075,624.33	03/31/2025	3.79	3.82	11,057.22	0.00	0.00	11,057.22
TOTAL		1,075,624.33	813,458.02	1,075,624.33		3.79	3.82	11,057.22	0.00	0.00	11,057.22
PID DEERBROOKE NIA											
60934N153	FEDERATED HRMS GV O;TR	925,422.52	717,721.45	925,422.52	03/31/2025	0.00	3.75	8,979.87	0.00	0.00	8,979.87
TEXPOOL	TexPool	251.94	134.11	251.94	03/31/2025	5.34	4.35	117.83	0.00	0.00	117.83
TOTAL		925,674.46	717,855.56	925,674.46		0.00	3.75	9,097.70	0.00	0.00	9,097.70
PID DEERBROOKE SIA											
60934N153	FEDERATED HRMS GV O;TR	1,470,124.02	1,159,232.15	1,470,124.02	03/31/2025	0.00	3.75	14,286.11	0.00	0.00	14,286.11
TEXPOOL	TexPool	239,869.33	161,380.78	239,869.33	03/31/2025	5.34	4.35	3,773.18	0.00	0.00	3,773.18
TOTAL		1,709,993.35	1,320,612.93	1,709,993.35		0.75	3.83	18,059.29	0.00	0.00	18,059.29
PID OAK CREEK											
14956P836	CAVANAL HILL:GS MM;ADMN	767,442.86	523,383.73	767,442.86	03/31/2025	3.79	3.82	7,562.35	0.00	0.00	7,562.35
TOTAL		767,442.86	523,383.73	767,442.86		3.79	3.82	7,562.35	0.00	0.00	7,562.35
GRAND TOTAL		325,803,537.62	287,752,605.45	325,351,233.85		4.79	4.42	3,353,239.37	174,200.91	0.00	3,527,440.27



Projected Cashflows

For the Period April 01, 2025 to September 30, 2025

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
2022B FUND				
JUL 2025				
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25	07/29/2025	Coupon	237,500.00
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25	07/29/2025	Final Maturity	10,000,000.00
JUL 2025 TOTAL				10,237,500.00
2022B FUND TOTAL				10,237,500.00
GENERAL CONSOLIDATED				
APR 2025				
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	04/01/2025	Coupon	119,075.52
3133ERVU2	FED FARM CR BNKS 3.500 10/02/26	04/02/2025	Coupon	109,375.00
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	04/15/2025	Maturity	12,000,000.00
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	04/15/2025	Coupon	157,500.00
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	04/24/2025	Coupon	146,250.00
APR 2025 TOTAL				12,532,200.52
MAY 2025				
172404911B	4.76% 08/04/2025	05/05/2025	Coupon	17,067.93
91282CFW6	US TREASURY 4.500 11/15/25	05/15/2025	Coupon	112,500.00
MAY 2025 TOTAL				129,567.93
JUN 2025				
91282CHD6	US TREASURY 4.250 05/31/25	06/02/2025	Final Maturity	12,000,000.00
91282CHD6	US TREASURY 4.250 05/31/25	06/02/2025	Coupon	255,000.00
172404911B	4.76% 08/04/2025	06/04/2025	Coupon	17,636.86
3130AWKM1	FHLBANKS 4.750 12/12/25	06/12/2025	Coupon	118,750.00
3130A5R35	FHLBANKS 2.875 06/13/25	06/13/2025	Coupon	71,875.00

Projected Cashflows

For the Period April 01, 2025 to September 30, 2025

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
3130A5R35	FHLBANKS 2.875 06/13/25	06/13/2025	Final Maturity	5,000,000.00
JUN 2025 TOTAL				17,463,261.86
JUL 2025				
172404911B	4.76% 08/04/2025	07/04/2025	Coupon	17,067.93
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '25 MTN	07/14/2025	Coupon	100,000.00
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '25 MTN	07/14/2025	Final Maturity	5,000,000.00
91282CJT9	US TREASURY 4.000 01/15/27	07/15/2025	Coupon	100,000.00
91282CJV4	US TREASURY 4.250 01/31/26	07/31/2025	Coupon	106,250.00
JUL 2025 TOTAL				5,323,317.93
AUG 2025				
172404911B	4.76% 08/04/2025	08/04/2025	Final Maturity	4,362,600.91
172404911B	4.76% 08/04/2025	08/04/2025	Coupon	17,636.86
91282CKA8	US TREASURY 4.125 02/15/27	08/15/2025	Coupon	103,125.00
AUG 2025 TOTAL				4,483,362.77
SEP 2025				
91282CLH2	US TREASURY 3.750 08/31/26	09/02/2025	Coupon	93,750.00
3130AVBC5	FHLBANKS 4.500 03/12/27	09/12/2025	Coupon	135,000.00
3135G0Q22	FANNIE MAE 1.875 09/24/26	09/24/2025	Coupon	56,250.00
SEP 2025 TOTAL				285,000.00
OCT 2025				
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	10/01/2025	Coupon	121,093.75
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	10/01/2025	Final Maturity	6,250,000.00
3133ERVU2	FED FARM CR BNKS 3.500 10/02/26	10/02/2025	Coupon	109,375.00
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	10/24/2025	Coupon	146,250.00
OCT 2025 TOTAL				6,626,718.75

Projected Cashflows
For the Period April 01, 2025 to September 30, 2025

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
NOV 2025				
91282CFW6	US TREASURY 4.500 11/15/25	11/17/2025	Coupon	112,500.00
91282CFW6	US TREASURY 4.500 11/15/25	11/17/2025	Final Maturity	5,000,000.00
NOV 2025 TOTAL				5,112,500.00
DEC 2025				
3130AWKM1	FHLBANKS 4.750 12/12/25	12/12/2025	Final Maturity	5,000,000.00
3130AWKM1	FHLBANKS 4.750 12/12/25	12/12/2025	Coupon	118,750.00
DEC 2025 TOTAL				5,118,750.00
GENERAL CONSOLIDATED TOTAL				57,074,679.76
GRAND TOTAL				67,312,179.76



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
2022B FUND									
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25 10,000,000.00	4.85	07/30/2024 07/29/2025	118,750.00 237,500.00	9,994,545.33 10,017,500.00	0.00	0.00	2,348.90 (5,500.00)	9,996,894.23 10,012,000.00
TOTAL		4.85		118,750.00 237,500.00	9,994,545.33 10,017,500.00	0.00	0.00	2,348.90 (5,500.00)	9,996,894.23 10,012,000.00
ARPA 2021									
TEXPOOL	TexPool 5,886,520.17	4.35	03/31/2025	51,680.31 51,680.31	3,170,972.65 3,170,972.65	2,715,547.52	0.00	2,715,547.52 2,715,547.52	5,886,520.17 5,886,520.17
TOTAL		4.35		51,680.31 51,680.31	3,170,972.65 3,170,972.65	2,715,547.52	0.00	2,715,547.52 2,715,547.52	5,886,520.17 5,886,520.17
CERTS OF OBLIGATION 2016									
TEXSTAR	TexSTAR 605,310.05	4.36	03/31/2025	6,781.96 6,781.96	638,269.81 638,269.81	2,379.26	(35,339.02)	(32,959.76) (32,959.76)	605,310.05 605,310.05
TOTAL		4.36		6,781.96 6,781.96	638,269.81 638,269.81	2,379.26	(35,339.02)	(32,959.76) (32,959.76)	605,310.05 605,310.05
CERTS OF OBLIGATION 2018A									
TEXSTAR	TexSTAR 3,097,168.75	4.36	03/31/2025	33,473.23 33,473.23	3,109,372.52 3,109,372.52	22,032.52	(34,236.29)	(12,203.77) (12,203.77)	3,097,168.75 3,097,168.75
TOTAL		4.36		33,473.23 33,473.23	3,109,372.52 3,109,372.52	22,032.52	(34,236.29)	(12,203.77) (12,203.77)	3,097,168.75 3,097,168.75
CERTS OF OBLIGATION 2018B									
TEXSTAR	TexSTAR 41,575.41	4.36	03/31/2025	2,835.23 2,835.23	364,779.38 364,779.38	1,359.78	(324,563.75)	(323,203.97) (323,203.97)	41,575.41 41,575.41
TOTAL		4.36		2,835.23 2,835.23	364,779.38 364,779.38	1,359.78	(324,563.75)	(323,203.97) (323,203.97)	41,575.41 41,575.41



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
CERTS OF OBLIGATION 2022A									
TEXPOOL	TexPool 13,733,656.74	4.35	03/31/2025	151,639.83 151,639.83	14,168,778.55 14,168,778.55	97,795.23	(532,917.04)	(435,121.81) (435,121.81)	13,733,656.74 13,733,656.74
TOTAL		4.35		151,639.83 151,639.83	14,168,778.55 14,168,778.55	97,795.23	(532,917.04)	(435,121.81) (435,121.81)	13,733,656.74 13,733,656.74
CERTS OF OBLIGATION 2022B									
TEXSTAR	TexSTAR 8,005,674.08	4.36	03/31/2025	123,541.19 123,541.19	12,321,361.77 12,321,361.77	87,307.00	(4,402,994.69)	(4,315,687.69) (4,315,687.69)	8,005,674.08 8,005,674.08
TOTAL		4.36		123,541.19 123,541.19	12,321,361.77 12,321,361.77	87,307.00	(4,402,994.69)	(4,315,687.69) (4,315,687.69)	8,005,674.08 8,005,674.08
CO 2024A									
TEXPOOL	TexPool 10,318,126.44	4.35	03/31/2025	110,639.68 110,639.68	10,274,022.43 10,274,022.43	52,644.78	(8,540.77)	44,104.01 44,104.01	10,318,126.44 10,318,126.44
TOTAL		4.35		110,639.68 110,639.68	10,274,022.43 10,274,022.43	52,644.78	(8,540.77)	44,104.01 44,104.01	10,318,126.44 10,318,126.44
CO 2024B									
TEXPOOL	TexPool 15,769,696.64	4.35	03/31/2025	182,601.03 182,601.03	17,470,848.33 17,470,848.33	65,167.66	(1,766,319.35)	(1,701,151.69) (1,701,151.69)	15,769,696.64 15,769,696.64
91282CFW6	US TREASURY 4.500 11/15/25 5,000,000.00	4.43	11/25/2024 11/15/2025	55,939.23 0.00	5,002,799.30 5,009,570.30	0.00	0.00	(792.25) 195.35	5,002,007.04 5,009,765.65
TOTAL		4.37		238,540.26 182,601.03	22,473,647.63 22,480,418.63	65,167.66	(1,766,319.35)	(1,701,943.94) (1,700,956.34)	20,771,703.68 20,779,462.29
DEBT SERVICE									
TEXPOOL	TexPool 30,157,927.03	4.35	03/31/2025	245,330.62 245,330.62	8,876,269.19 8,876,269.19	21,281,657.84	0.00	21,281,657.84 21,281,657.84	30,157,927.03 30,157,927.03



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
TOTAL		4.35		245,330.62 245,330.62	8,876,269.19 8,876,269.19	21,281,657.84	0.00	21,281,657.84 21,281,657.84	30,157,927.03 30,157,927.03

GENERAL CONSOLIDATED									
3130AYXH4	FEDERAL HOME LOAN BANKS 4.94 01/06/2025 0.00	5.04	02/22/2024 01/06/2025	6,518.06 234,650.00	9,499,879.39 9,500,285.00	0.00	(9,500,000.00)	(9,499,879.39) (9,500,285.00)	0.00 0.00
3130AYZ90	FEDERAL HOME LOAN BANKS 5.0 02/14/2025 0.00	5.01	02/22/2024 02/14/2025	56,736.11 237,500.00	9,499,883.24 9,503,325.00	0.00	(9,500,000.00)	(9,499,883.24) (9,503,325.00)	0.00 0.00
26MEED	NexBank IntraFi Cash Service 5,721,420.06	4.50	03/31/2025	63,663.89 63,663.89	5,657,756.17 5,657,756.17	63,663.89	0.00	63,663.89 63,663.89	5,721,420.06 5,721,420.06
3111062380	Texas Capital Bank GNI Tiered Money Market 222,796.30	0.00	03/31/2025	1,497.22 1,497.22	221,299.08 221,299.08	1,497.22	0.00	1,497.22 1,497.22	222,796.30 222,796.30
49-4797-0104	PNC Corporate Business Account 887.66	0.00	05/31/2023 03/31/2025	0.00 0.00	903.00 903.00	0.00	(15.34)	(15.34) (15.34)	887.66 887.66
TXRANGE	Texas Range TexasDAILY Fund 0.00	4.40	03/31/2025	2,269.74 2,269.74	1,251,336.70 1,251,336.70	0.00	(1,251,336.70)	(1,251,336.70) (1,251,336.70)	0.00 0.00
591508172	Frost Bank Public Fund Checking Account 288,154.64	0.00	03/31/2025	0.00 0.00	124,814.33 124,814.33	262,254.15	(98,913.84)	163,340.31 163,340.31	288,154.64 288,154.64
37292142	Invesco Treasury Account 3,515,864.16	3.99	03/31/2025	59,111.22 59,111.22	6,536,752.94 6,536,752.94	3,348,483.11	(6,369,371.89)	(3,020,888.78) (3,020,888.78)	3,515,864.16 3,515,864.16
TEXSTAR	TexSTAR 1,607,402.22	4.36	03/31/2025	25,913.93 25,913.93	4,891,435.12 4,891,435.12	16,744.96	(3,300,777.86)	(3,284,032.90) (3,284,032.90)	1,607,402.22 1,607,402.22
TEXPOOL	TexPool 107,915,865.65	4.35	03/31/2025	1,037,628.60 1,037,628.60	59,296,757.63 59,296,757.63	48,619,108.02	0.00	48,619,108.02 48,619,108.02	107,915,865.65 107,915,865.65
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025 12,000,000.00	4.92	03/11/2024 04/15/2025	77,884.62 0.00	11,924,559.38 11,944,218.72	0.00	0.00	65,285.16 46,406.28	11,989,844.53 11,990,625.00
91282CHD6	US TREASURY 4.250 05/31/25 12,000,000.00	4.86	03/11/2024 05/31/2025	126,098.90 0.00	11,970,992.15 11,996,718.72	0.00	0.00	17,404.71 2,812.56	11,988,396.86 11,999,531.28
3130A5R35	FHLBANKS 2.875 06/13/25 5,000,000.00	4.98	12/12/2023 06/13/2025	35,937.50 0.00	4,955,261.24 4,967,550.00	0.00	0.00	24,702.38 17,150.00	4,979,963.62 4,984,700.00
3134GXZT4	FREDDIE MAC 4.000 07/14/25 '25 MTN 5,000,000.00	4.00	06/14/2022 07/14/2025	50,000.00 100,000.00	5,000,000.00 4,977,550.00	0.00	0.00	0.00 13,800.00	5,000,000.00 4,991,350.00
172404911B	East West Bank 4.76% 08/04/2025 17,465.22	4.76	01/03/2025 08/04/2025	198.41 134.63	0.00 0.00	17,465.22	0.00	17,465.22 17,465.22	17,465.22 17,465.22
172404911B	East West Bank 4.76% 08/04/2025 17,394.77	4.76	12/03/2024 08/04/2025	204.55 204.55	17,394.77 17,394.77	0.00	0.00	0.00 0.00	17,394.77 17,394.77



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
172404911B	East West Bank 4.76% 08/04/2025 4,227,629.43	4.76	08/03/2024 08/04/2025	49,713.80 49,713.80	4,227,629.43 4,227,629.43	0.00	0.00	0.00 0.00	4,227,629.43 4,227,629.43
172404911B	East West Bank 4.76% 08/04/2025 16,017.78	4.76	08/31/2024 08/04/2025	188.36 188.36	16,017.78 16,017.78	0.00	0.00	0.00 0.00	16,017.78 16,017.78
172404911B	East West Bank 4.76% 08/04/2025 15,835.85	4.76	02/03/2025 08/04/2025	121.97 64.15	0.00 0.00	15,835.85	0.00	15,835.85 15,835.85	15,835.85 15,835.85
172404911B	East West Bank 4.76% 08/04/2025 16,633.98	4.76	09/03/2024 08/04/2025	195.60 195.60	16,633.98 16,633.98	0.00	0.00	0.00 0.00	16,633.98 16,633.98
172404911B	East West Bank 4.76% 08/04/2025 34,023.77	4.76	11/04/2024 08/04/2025	400.09 400.09	34,023.77 34,023.77	0.00	0.00	0.00 0.00	34,023.77 34,023.77
172404911B	East West Bank 4.76% 08/04/2025 17,600.11	4.76	03/03/2025 08/04/2025	64.27 0.00	0.00 0.00	17,600.11	0.00	17,600.11 17,600.11	17,600.11 17,600.11
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25 6,250,000.00	3.99	10/04/2024 10/01/2025	60,546.88 0.00	6,244,956.66 6,225,937.50	0.00	0.00	1,662.64 11,375.00	6,246,619.30 6,237,312.50
3130AWKM1	FHLBANKS 4.750 12/12/25 5,000,000.00	4.30	01/16/2024 12/12/2025	59,375.00 0.00	5,020,053.13 5,022,650.00	0.00	0.00	(5,231.25) (5,450.00)	5,014,821.88 5,017,200.00
91282CJV4	US TREASURY 4.250 01/31/26 5,000,000.00	4.41	11/25/2024 01/31/2026	52,544.36 106,250.00	4,991,249.37 5,000,585.95	0.00	0.00	1,993.81 4,492.20	4,993,243.18 5,005,078.15
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26 6,000,000.00	5.04	04/29/2024 04/24/2026	73,125.00 0.00	5,988,092.86 6,041,400.00	0.00	0.00	2,241.93 2,700.00	5,990,334.79 6,044,100.00
91282CLH2	US TREASURY 3.750 08/31/26 5,000,000.00	4.37	11/25/2024 08/31/2026	46,345.78 93,750.00	4,950,663.58 4,960,937.50	0.00	0.00	7,315.12 23,828.15	4,957,978.70 4,984,765.65
3135G0Q22	FANNIE MAE 1.875 09/24/26 6,000,000.00	4.96	04/26/2024 09/24/2026	28,125.00 56,250.00	5,702,534.71 5,764,500.00	0.00	0.00	42,427.70 54,840.00	5,744,962.41 5,819,340.00
3133ERVU2	FED FARM CR BNKS 3.500 10/02/26 6,250,000.00	3.68	10/04/2024 10/02/2026	54,687.50 0.00	6,231,424.67 6,167,750.00	0.00	0.00	2,616.24 36,937.50	6,234,040.92 6,204,687.50
91282CJT9	US TREASURY 4.000 01/15/27 5,000,000.00	4.34	11/25/2024 01/15/2027	49,597.65 100,000.00	4,967,067.46 4,975,781.25	0.00	0.00	3,983.77 29,687.50	4,971,051.24 5,005,468.75
91282CKA8	US TREASURY 4.125 02/15/27 5,000,000.00	4.33	11/25/2024 02/15/2027	50,859.60 103,125.00	4,978,748.95 4,986,718.75	0.00	0.00	2,467.86 31,054.70	4,981,216.81 5,017,773.45
3130AVBC5	FHLBANKS 4.500 03/12/27 6,000,000.00	4.90	04/29/2024 03/12/2027	67,500.00 135,000.00	5,950,783.91 6,024,120.00	0.00	0.00	5,536.81 41,820.00	5,956,320.72 6,065,940.00
TOTAL		4.44		2,137,053.60 2,407,510.78	190,168,905.40 190,352,783.09	52,362,652.53	(30,020,415.63)	22,514,881.16 22,650,080.79	212,683,786.56 213,002,863.88

GO 2018-PARKS

TEXSTAR	TexSTAR 290,596.90	4.36	03/31/2025	3,103.96 3,103.96	287,492.94 287,492.94	3,103.96	0.00	3,103.96 3,103.96	290,596.90 290,596.90
TOTAL		4.36		3,103.96 3,103.96	287,492.94 287,492.94	3,103.96	0.00	3,103.96 3,103.96	290,596.90 290,596.90



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
GO 2018-REC CENTER									
TEXSTAR	TexSTAR 2,045,976.35	4.36	03/31/2025	21,853.79 21,853.79	2,024,122.56 2,024,122.56	21,853.79	0.00	21,853.79 21,853.79	2,045,976.35 2,045,976.35
TOTAL		4.36		21,853.79 21,853.79	2,024,122.56 2,024,122.56	21,853.79	0.00	21,853.79 21,853.79	2,045,976.35 2,045,976.35
GO 2018-SENIOR CENTER									
TEXSTAR	TexSTAR 649,548.47	4.36	03/31/2025	14,308.37 14,308.37	1,596,511.66 1,596,511.66	5,951.26	(952,914.45)	(946,963.19) (946,963.19)	649,548.47 649,548.47
TOTAL		4.36		14,308.37 14,308.37	1,596,511.66 1,596,511.66	5,951.26	(952,914.45)	(946,963.19) (946,963.19)	649,548.47 649,548.47
GO									
TEXSTAR	TexSTAR 2,588,033.99	4.36	03/31/2025	47,930.78 47,930.78	4,908,243.40 4,908,243.40	34,778.73	(2,354,988.14)	(2,320,209.41) (2,320,209.41)	2,588,033.99 2,588,033.99
TOTAL		4.36		47,930.78 47,930.78	4,908,243.40 4,908,243.40	34,778.73	(2,354,988.14)	(2,320,209.41) (2,320,209.41)	2,588,033.99 2,588,033.99
PID CRYSTAL SPRINGS									
14956P836	CAVANAL HILL-GS MM;ADMN 1,075,624.33	3.82	03/31/2025	11,057.22 11,057.22	813,458.02 813,458.02	372,984.47	(110,818.16)	262,166.31 262,166.31	1,075,624.33 1,075,624.33
TOTAL		3.82		11,057.22 11,057.22	813,458.02 813,458.02	372,984.47	(110,818.16)	262,166.31 262,166.31	1,075,624.33 1,075,624.33
PID DEERBROOKE NIA									
TEXPOOL	TexPool 251.94	4.35	03/31/2025	117.83 117.83	134.11 134.11	117.83	0.00	117.83 117.83	251.94 251.94
60934N153	FEDERATED HRMS GV O;TR 925,422.52	3.75	03/31/2025	8,979.87 8,979.87	717,721.45 717,721.45	325,189.62	(117,488.55)	207,701.07 207,701.07	925,422.52 925,422.52



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
TOTAL		3.75		9,097.70 9,097.70	717,855.56 717,855.56	325,307.45	(117,488.55)	207,818.90 207,818.90	925,674.46 925,674.46
PID DEERBROOKE SIA									
60934N153	FEDERATED HRMS GV O;TR 1,470,124.02	3.75	03/31/2025	14,286.11 14,286.11	1,159,232.15 1,159,232.15	488,362.16	(177,470.29)	310,891.87 310,891.87	1,470,124.02 1,470,124.02
TEXPOOL	TexPool 239,869.33	4.35	03/31/2025	3,773.18 3,773.18	161,380.78 161,380.78	184,094.46	(105,605.91)	78,488.55 78,488.55	239,869.33 239,869.33
TOTAL		3.83		18,059.29 18,059.29	1,320,612.93 1,320,612.93	672,456.62	(283,076.20)	389,380.42 389,380.42	1,709,993.35 1,709,993.35
PID OAK CREEK									
14956P836	CAVANAL HILL-GS MM;ADMN 767,442.86	3.82	03/31/2025	7,562.35 7,562.35	523,383.73 523,383.73	307,193.48	(63,134.35)	244,059.13 244,059.13	767,442.86 767,442.86
TOTAL		3.82		7,562.35 7,562.35	523,383.73 523,383.73	307,193.48	(63,134.35)	244,059.13 244,059.13	767,442.86 767,442.86
GRAND TOTAL		4.42		3,353,239.37 3,686,507.32	287,752,605.45 287,966,208.82	78,432,173.88	(41,007,746.39)	37,598,628.40 37,726,966.73	325,351,233.85 325,693,175.55

Disclosure

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by Meeder. This information is provided as a client convenience and Meeder assumes no responsibility for performance of these accounts or the accuracy of the data reported.

Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.

Investment advisory services provided by Meeder Public Funds, Inc. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

© 2024 Meeder Investment Management

meederpublicfunds.com | 866.633.3371





EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Approval of an expenditure of \$64,067.43 to purchase door access equipment, underground conduit, power supplies, and related professional services from Siemens Industry, Inc. utilizing Sourcewell contract 030421-SIE for the purpose of adding access control capabilities to the City of Leander's Joule facility; and authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.

BACKGROUND:

The City of Leander's Joule facility will be utilized for various staging purposes throughout the AMI project, including storage of equipment. Several subcontractors working to deploy the AMI solution will need unescorted access to this city facility frequently. A concern was raised that with the number of contractors, subcontractors, and City employees needing access to this site, accountability for equipment and any damage (and the recovery of any loss to the city from these events) would be difficult. The facility does not currently have a door access solution which can track who had access to the facility and when. This turnkey, fixed cost solution will add the City's access control solution to the Joule facility, and includes excavation, pavement repair, and underground conduit installation services to add the facility's front gate to the access control system. While this project is intended solely for AMI equipment security and accountability for that project, the addition of this door access equipment does allow for future cost-effective access control additions for areas controlled by the Leander Police Department and Public Works should the City Manager decide those projects are needed in the future.

The Sourcewell purchasing cooperative issues RFPs seeking the best available pricing from vendors utilizing the combined purchasing volume of government agencies nationwide to support competitive pricing and terms. Municipalities, pursuant to Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation), are allowed to take advantage of these negotiated volume prices at no additional fee to the municipality if the municipality is a member of the cooperative. The City of Leander is a Sourcewell member and is entitled to use these competitively bid and negotiated agreements. Further, use of a Sourcewell contract satisfies any state law requiring competitive bids. Sourcewell contract 030421-SIE will be used for this purchase.

Funding of \$10,000,000 has been allocated for this project in the FY2025 budget. On December 5, 2024, the City Council awarded a contract to Core & Main LP in the amount of \$9,073,403. An adequate fund balance is available to cover this expense.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$64,067.34
<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>	AMI Project

Attachments:



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Approval of an Interlocal Cooperation Contract agreement between The University of Texas at Austin and the City of Leander allowing the City to utilize Regional Security Operations Center (RSOC) cybersecurity services; and authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.

BACKGROUND:

The University of Texas at Austin has received funding from the Texas Legislature and the Texas Department of Information Resources to start a Regional Security Operations Center (RSOC) with a mission to assist state and local government agencies with improving their cybersecurity posture, enhanced response to security incidents, intelligence/information sharing, and proactively addressing cyber threats at a regional and state level. The RSOC program was established by a recommendation contained in Senate Bill 475 (87th Session), and the Legislature has appropriated general revenue funds to make this priority a reality.

The City of Leander already partners with UT Austin and the State of Texas on other IT initiatives, and this program has the capability of bringing additional cyber defense options to the city at no cost to the City. UT Austin has access to cybersecurity tools, services, and expertise which they want to utilize for the benefit of their RSOC clients which would otherwise be cost prohibitive for the City to obtain alone.

Should the legislature not fund this program in the future, the City would have the option, but not the obligation, to enter a cost recovery contract with UT Austin to continue services. This ILC is for 12 months and automatically renews for another 12 months if not canceled. The contract services can also be canceled with 60 days' notice for any or no reason.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Stuart Smith, Assistant Director of IT/Information Security Officer

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Conduct a Public Hearing pursuant to Chapter 26, Texas Parks and Wildlife Code regarding the proposed dedication of a utility easement on public parkland located on Lot 17, Block F, Crystal Springs Phase 1 Subdivision more particularly described by Williamson Central Appraisal District Parcel WCAD Parcel R573921, Leander, Williamson County, Texas, for the purpose of installation, maintenance, and operation of underground electrical facilities and other utilities; whether there is no feasible and prudent alternative to the use or taking of such land; and whether the project includes all reasonable planning to minimize harm to the land, as a park.

- Discuss and consider action an Ordinance making findings pursuant to the Texas Parks and Wildlife Code, regarding the easement dedication as described above requiring use of public parkland for the utility easement and installation of public infrastructure; approving the form of the easement and authorizing the City Manager or designee to execute any and all necessary documents

BACKGROUND:

The subject property is public parkland located within the Crystal Springs Subdivision and is not currently developed with active recreation facilities, as it is functioning as greenspace parkland. Furthermore, the parkland property is also subject to a drainage easement, and therefore, serves a utility-related function. The Texas Parks & Wildlife Code Section 26 requires that the City conduct a public hearing when an easement not associated with the park use is proposed to be dedicated on public parkland and infrastructure installed. In this case, the infrastructure proposed to be installed in the near future is underground electric facilities, and the proposed utility easement, to be owned and controlled by the City, allows the installation, maintenance, and operation of underground electrical facilities and other utilities. The electric facilities, owned and maintained by PEC, will serve adjacent property and ensure reliable power to PEC customers and provide an option to back feed adjacent property in case of an outage.

This easement will allow for an underground electric connection and will not disrupt the use of the public parkland. There is not a feasible alternative to locating the easement and facilities through the park land because it is cost-prohibitive. The harm to the park will be minimized by the infrastructure being located underground, and the City's standard license agreement will be required prior to construction beginning, which addresses measures to minimize disruption to the park.

HISTORY/TIMELINE:

05/15/2025; 05/21/2025; 05/28/2025: – Notice of Public Hearing Published in the paper for three consecutive weeks.

APPLICANT/AGENT:

RECOMMENDATION:

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

1. Approve the Ordinance, which adopts findings that there is no feasible and prudent alternative to the use or taking of the park land for the above-described purposes and that the project includes all reasonable planning to minimize harm to the land as a park, and approves the form of the easement and authorizing the City Manager or designee to execute any and all necessary documents
2. Deny the Ordinance.

Staff recommends Option 1 listed above – Approve the proposed Ordinance. The easement and infrastructure will not limit the use of the parkland, is consistent with its for drainage, and will ensure reliable electric service to adjacent properties.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 Ordinance - TOPO Development Parkland Dedication Easement (3)
2. Att 2 Location Map - TOPO Development Parkland Dedication Easement
3. Att 3 Easement Request Letter

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, MAKING FINDINGS PURSUANT TO CHAPTER 26, TEXAS PARKS AND WILDLIFE CODE, REGARDING THE PROPOSED GRANTING OF AN UTILITY EASEMENT LOCATED ON CITY PROPERTY THAT REQUIRES THE USE OR TAKING OF PUBLIC PARKLAND FOR A PERMANENT UTILITY EASEMENT; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Leander proposes to designate an utility easement (the “Easement”) for the installation, maintenance, and operation of underground electrical facilities and other utilities (“Project”);

Whereas, the Easement is located on a property legally described as Lot 17, Block F, Crystal Springs Phase 1 Subdivision, Leander, Williamson County, Texas, and incorporated herein for all purposes (“Land”), which is public parkland;

Whereas, the City Council of the City of Leander, Texas (“City”) held a public hearing at which the City Council accepted public comment and testimony from all persons requesting to be heard regarding the proposed Easement;

Whereas, notice of the public hearing was published once a week for three consecutive weeks, the last publication being not less than one week and no more than two weeks before the public hearing, in a newspaper of general circulation that is published at least six days a week in the county where the Land is situated or an adjoining the county;

Whereas, given the location of the Project and the properties to be served by the Project, there is no feasible and prudent alternative to the use or taking of the Easements for the Project; and

Whereas, all reasonable planning to minimize harm to the Land as a park resulting from the use of the Land for the Project and the Easements is occurring, including, but not limited execution of a license agreement to address such matters and the location of the infrastructure underground;

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

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

Section 2. Approval of Project. The City Council hereby finds and declares that given the location of the easement and other above-stated facts associated with the need for obtaining the Easement across the Land, there is no feasible and prudent alternative to the use or taking of the Easement through the Land. The City Council further finds and declares that the Project includes, and shall include, all reasonable planning to minimize harm to the Land as a park resulting from the use or taking of the Easements. The City Manager or designee is hereby authorized to execute an easement in a form substantially similar to that set forth in Exhibit

“A”, which may be executed and recorded after completion of the initial infrastructure installation. The City Manager or designee is further authorized to execute a license agreement in a form substantially similar to that approved by the City Council prior to commencement of construction of the Project on the Land.

Section 3. Ratification of Actions. All actions heretofore taken by the City Council, the Mayor, city staff, the City Manager, and the City Attorney with respect to the Land and the Project, are hereby confirmed, ratified, approved and adopted by the Council.

Section 4. 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 this 5th day of June 2025.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary

Exhibit A

above-ground electric facilities that are located ten feet (10') in front of the equipment door and within five feet (5') of each side of said above-ground facilities with prior notice to the City but to the extent to address an emergency situation that threatens the public safety requiring prompt action no prior notice by the utility shall be required.

3. This Utility Easement is granted and accepted subject to any and all easements, covenants, rights-of way, conditions, restrictions, encumbrances, mineral reservations and royalty reservations, if any, relating to the Property to the extent and only to the extent, that the same may still be in force and effect, and either shown of record in the Office of the County Clerk of Williamson County, Texas, or apparent on the ground.
4. The repair of any damage caused by the entity placing and installing the Facilities within the Property, the City of Leander's adjacent property, and any improvements located therein or thereon shall be finalized within thirty (30) days of completion of any construction, maintenance, repairs or other subsequent work within or upon the property so as to restore the Property and City of Leander's adjacent property to substantially the same condition as existed prior to commencement of such construction, maintenance, repairs or other work.

The covenants and terms of this Utility Easement are covenants running with the land and enforcement of this Utility Easement shall be proceedings at law or in equity against any person or persons violating or attempting to violate the restrictions of this Utility Easement, either to restrain the violation or to recover damages. Invalidation of any of the restrictions or uses (covenants) by a judgment or court order shall not affect any of the other provisions of the easements herein, which shall remain in full force and effect.

When the context requires, singular nouns and pronouns include the plural.

Executed the _____ day of _____, 20____ and filed of record by the County Clerk in the Official Records of Williamson County.

City of Leander, Texas

Edwin Revell, Assistant City Manager

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Todd Parton, City Manager for the City of Leander, Texas and known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

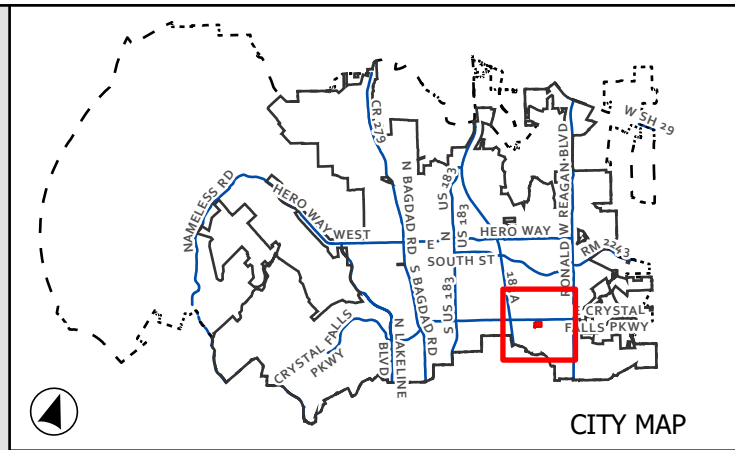
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

(Seal)

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

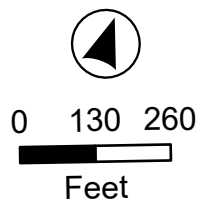
City of Leander
Attn: City Secretary
P.O. Box 319
Leander, Texas 78646-0319



**TOPO DEVELOPMENT
PARKLAND DEDICATION EASEMENT**

Location 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.



- City Limits
- ETJ
- Subject Boundary



May 20, 2025
Leander City Council
City of Leander
105 N Brushy Street
Leander, TX 78641

RE: Request for Easement on Public Parkland

Dear Honorable Mayor and City Council,

On behalf of Topo, I want to extend our sincere appreciation for the opportunity to contribute to the continued growth and vitality of the City of Leander. As a proud development partner committed to responsible and community-centered projects, we remain dedicated to aligning our efforts with the City's long-term vision.

As part of our Leander Union project, we respectfully request City Council approval for a utility easement on public parkland to accommodate electrical service requirements mandated by Pedernales Electric Cooperative (PEC). This easement is necessary to facilitate underground electric infrastructure that will serve the site in a safe, reliable, and minimally disruptive manner.

We want to assure the Council that:

- All utility infrastructure will be installed below grade.
- Upon completion, the site will be restored to its current condition, ensuring that community use and visual quality of the public space remain intact.
- This easement option avoids the need to bore under Crystal Falls Parkway, a complex alternative that would result in significant traffic disruption, exorbitant costs, and potential risk to City infrastructure.

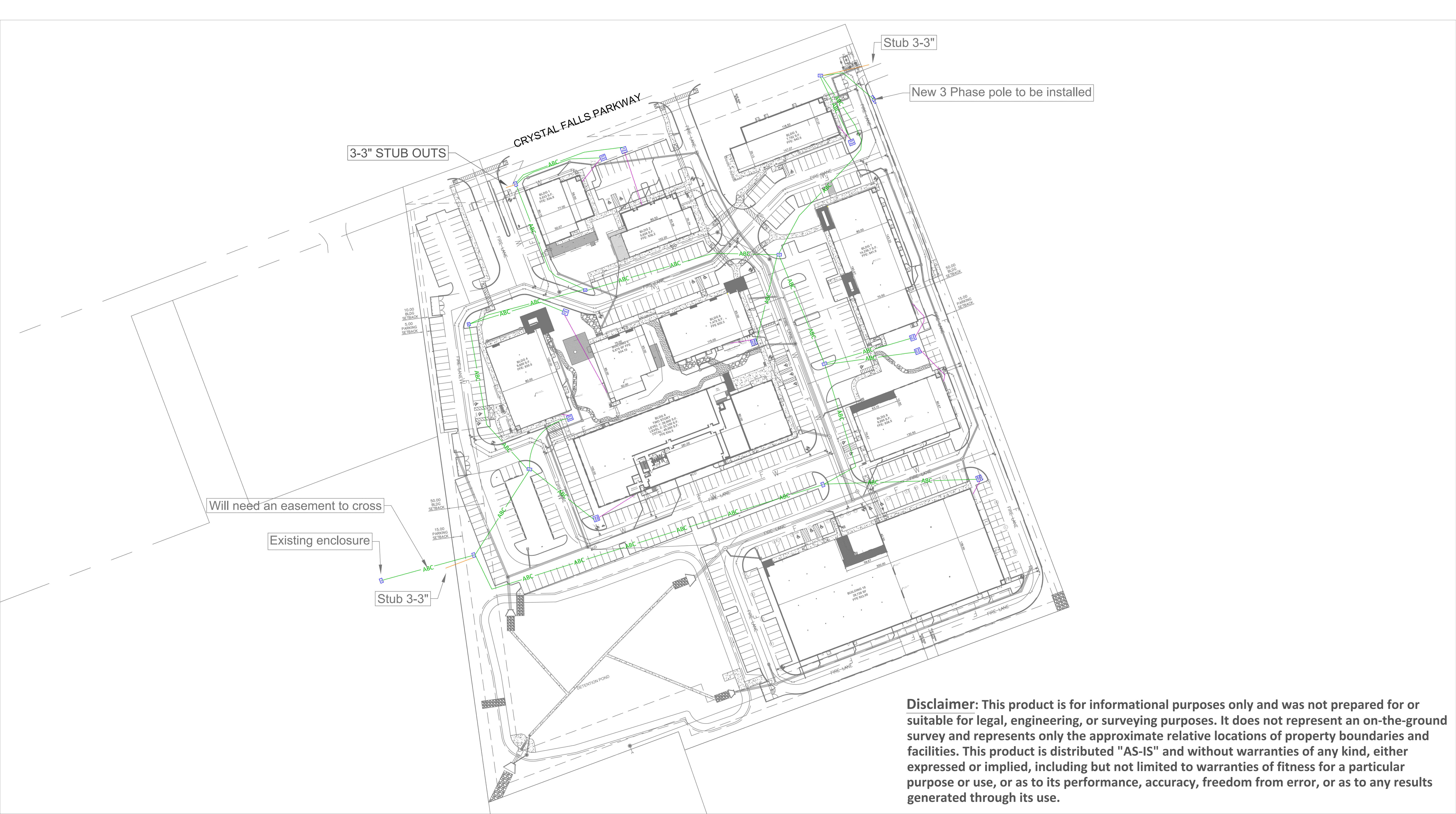
This approach reflects both technical necessity and a shared commitment to minimize community impact while advancing responsible development. We respectfully ask for your consideration and support of this easement, which enables vital infrastructure while preserving the public realm.

Thank you for your thoughtful review of this request. We welcome the opportunity to answer any questions or provide further information.

Warm regards,

A handwritten signature in blue ink, appearing to read 'C. Friedson'.

Craig Friedson
VP of Development
Topo



Disclaimer: This product is for informational purposes only and was not prepared for or suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative locations of property boundaries and facilities. This product is distributed "AS-IS" and without warranties of any kind, either expressed or implied, including but not limited to warranties of fitness for a particular purpose or use, or as to its performance, accuracy, freedom from error, or as to any results generated through its use.

PEC Legend	
225 KVA	3 Phase Transformer Pad
74"	Primary Enclosure
ABC	3 Phase (3-3" Conduit)
	Conduit for Future (Size/Quantity noted on design)
	Secondary Wire (Per MEP)

PEC Workorder Number
175152

Name

Contact : CFriedson@topo-dg.com

INSPECTIONS – P.E.C. REQUIRES 48 HOUR MINIMUM NOTICE FOR INSPECTION OF ALL FACILITIES INSTALLED. CONTACT LIBERTY HILL PLANNING DEPARTMENT AT (877) 372-0391 OPTION # 8 TO SCHEDULE AN APPOINTMENT.
CHANGES TO DESIGN – ALL REQUESTS TO ALTER THE ORIGINAL DESIGN MUST BE APPROVED BY PEC. THE DEVELOPER MAY BE SUBJECT TO ADDITIONAL FEES DUE TO CHANGES. PEC RESERVES THE RIGHT TO CHANGE THIS DESIGN AT ANY TIME.

DESIGNED BY: Shane Saxton
INSPECTOR: ED Kepner
APPROVED BY: _____
DATE PRINTED: 2024

P.O. Box 2048 •10625 West Highway 29
Liberty Hill, TX 78642

(877)-372-0391
(800)-868-4791 ext 7034
(325)-446-6088
www.PEC.Coop

Y:\Desktop\PEC Design Blocks UG\Logo.jpg



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

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 10427 Minor PUD (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 Parcels R031314, R375914, and R433127; and more commonly known as 8760 RM 2243, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0159 as described above.

BACKGROUND:

This request is the second step in the zoning process. The applicant has submitted a request to change the designated zoning district of their property in order to expand the operations of the VFW Post 1042 to include an outdoor event space, outdoor sporting activities, meeting event space, outdoor music venue, drive-in theater, food truck park, and farmer's market. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in an Employment Center identified by the Comprehensive Plan.

The property has a legal nonconforming use that was operating prior to the annexation of the site. The proposal includes additional uses that were not in place at that time.

GENERAL INFORMATION:

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

Proposed Zoning: VFW Post 1042 Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial)

Size and Location: The property is located at 8760 RM 2243, including approximately 22.409 acres.

Surrounding Area: This property is located north of RM 2243, west of Upwards Church – Leander. The site to the west is proposed to be the BASIS School.

PROPOSED ZONING DISTRICT:

USE COMPONENT

MINOR PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Minor Planned Unit Development (PUD) district is to designate a base zoning district that may allow or prohibit uses without granting significant waivers. The intent of this zoning request is to provide for the development of an outdoor event space, outdoor sporting activities, meeting event space, outdoor music venue, drive in theater, food truck park, and farmer's market. The contents of this Minor PUD further explain and illustrate the overall function desired for this development.

LC – LOCAL COMMERCIAL:

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

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

SITE COMPONENT

TYPE 2:

Features: Accessory buildings greater of 10% of primary building or 120 square feet; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 square feet; 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) This component is intended to be utilized with the majority of LO (Local Office) and LC (Local Commercial) use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
- (4) This component is intended to be utilized with LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) use components when adjacent to residential districts and additional compatibility standards are warranted.
- (5) This component is generally not intended to be utilized with HC (Heavy Commercial), and HI (Heavy Industrial) use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.
- (6) Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE A:

Features: 5 or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories

The Employment Center future development 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. In a planned environment, upper-story vertical mixed-residential is encouraged along with limited, integrated high-density residential-only buildings. Such scenarios should be tightly regulated to ensure the proper mix.

Desired Mix: 80-100% Non-Residential, 0-20% Residential

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' are also required to be contacted.

The applicant sent letters to all residentially zoned or used properties within 500 feet and the Marbella HOA. No issues were discussed following the mailed letters.

Please see the full report from the applicant attached as Exhibit 9.

HISTORY/TIMELINE:

11/06/2002 - Annexation

01/16/2013 - Annexation

05/02/2018 - Annexation

04/24/2025 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

DFD Architects, Inc. (Will Davies) on behalf of Cedar Park VFW No. 1042 Post, Veterans of Foreign Wars (Chris King)

RECOMMENDATION:

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

1. Approve the proposed VFW Post 1042 Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial);
2. Deny the proposed VFW Post 1042 Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial); or

3. Approve an alternative request that may include modifications to the Minor PUD Notes to include prohibit uses or remove allowed uses.

Staff recommends Option 1 listed above – approve the proposed VFW Post 1042 Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial). Staff made this recommendation based on the existing uses on the site and future uses in the surrounding area.

During the meeting of April 24, 2025, the Planning & Zoning Commission recommended approval.

PRESENTER:

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

Attachments:

1. Z-25-0159 Att 1 Letter of Intent - VFW Post 10427 Minor PUD
2. Z-25-0159 Att 2 Current Zoning - VFW Post 10427 Minor PUD
3. Z-25-0159 Att 3 FLU Map - VFW Post 10427 Minor PUD
4. Z-25-0159 Att 4 Public Notification - VFW Post 10427 Minor PUD
5. Z-25-0159 Att 5 Proposed Zoning - VFW Post 10427 Minor PUD
6. Z-25-0159 Att 6 Aerial Map - VFW Post 10427 Minor PUD
7. Z-25-0159 Att 7 Utilities Map - VFW Post 10427 Minor PUD
8. Z-25-0159 Att 8 PUD Notes - VFW Post 10427 Minor PUD
9. Z-25-0159 Att 9 Neighborhood Outreach - VFW Post 10427 Minor PUD
10. Z-25-0159 Att 10 Ordinance - VFW Post 10427 Minor PUD
11. Z-25-0159 Att 11 4-24-2025 P & Z minutes



April 14, 2025

Re: VFW Post 10427

Dear City of Leander:

Our client, VFW Post 10427, wants to convert their property into a PUD to allow them the ability to provide the type of events and services they have had in the past. These include the following:

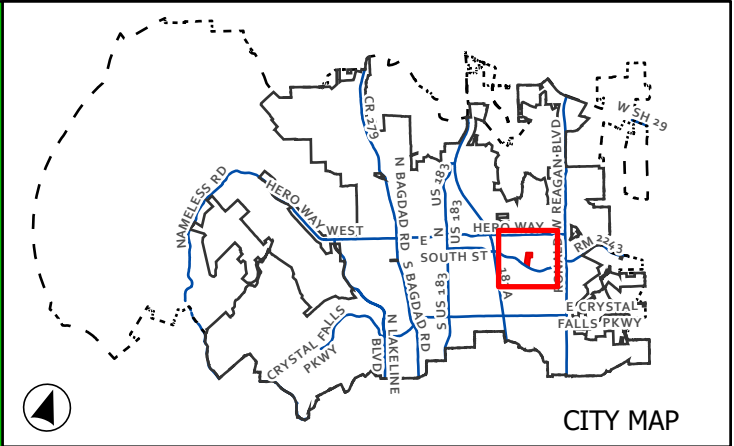
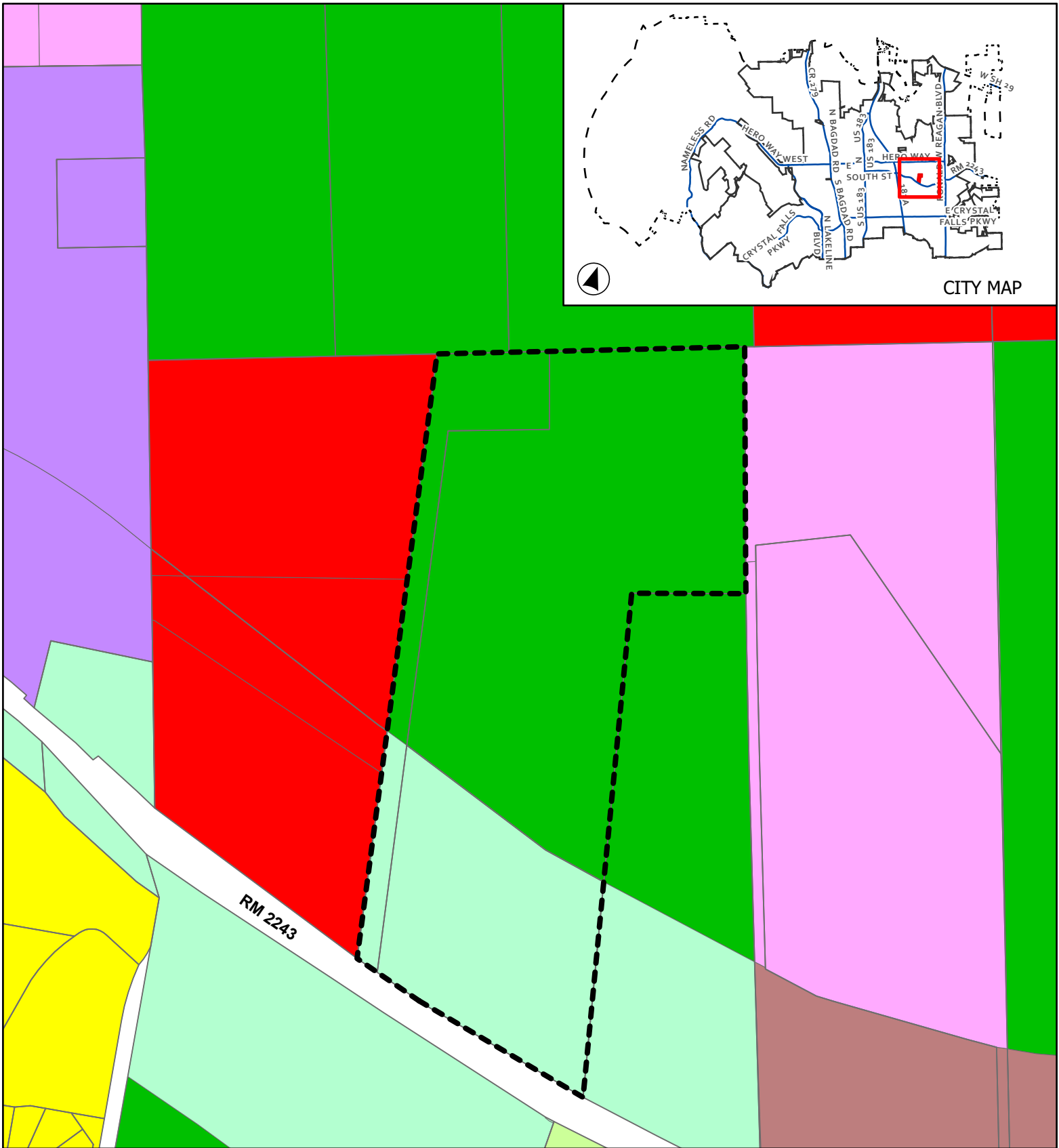
- a. Outdoor event space to include special events throughout the year.
- b. Outdoor sporting activities such as soccer, cricket, football, and other similar sports.
- c. Meeting event space
- d. Outdoor Music Venue
- e. Drive In Theater
- f. Food Truck Parks
- g. Farmers Markets

If you have any questions or would like to discuss this project further, please feel free to contact me.

Sincerely,



William A. Davies, AIA
President



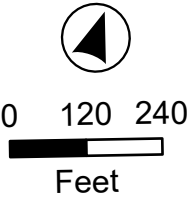
CASE: Z-25-0159

ATTACHMENT 2

VFW POST 10427
MINOR PUD ZONING

Current Zoning

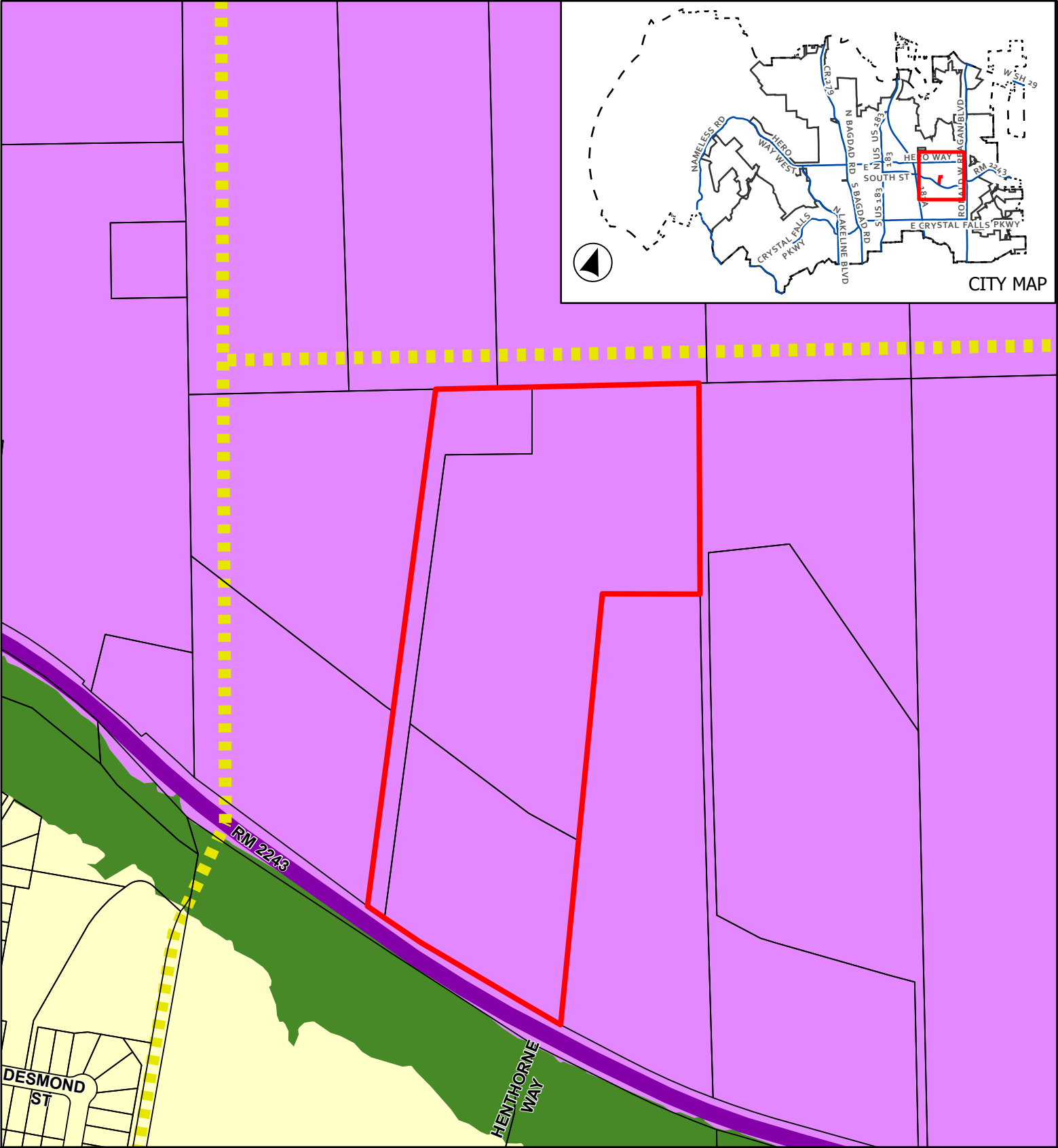
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the 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
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial
- HI - Heavy Industrial

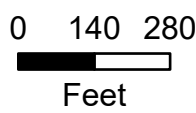


CASE: Z-25-0159

ATTACHMENT 3

VFW POST 10427
MINOR PUD ZONING

Future Land Use Map



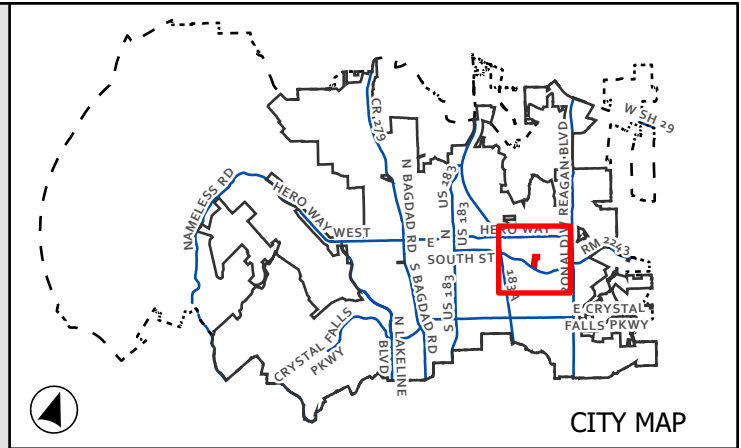
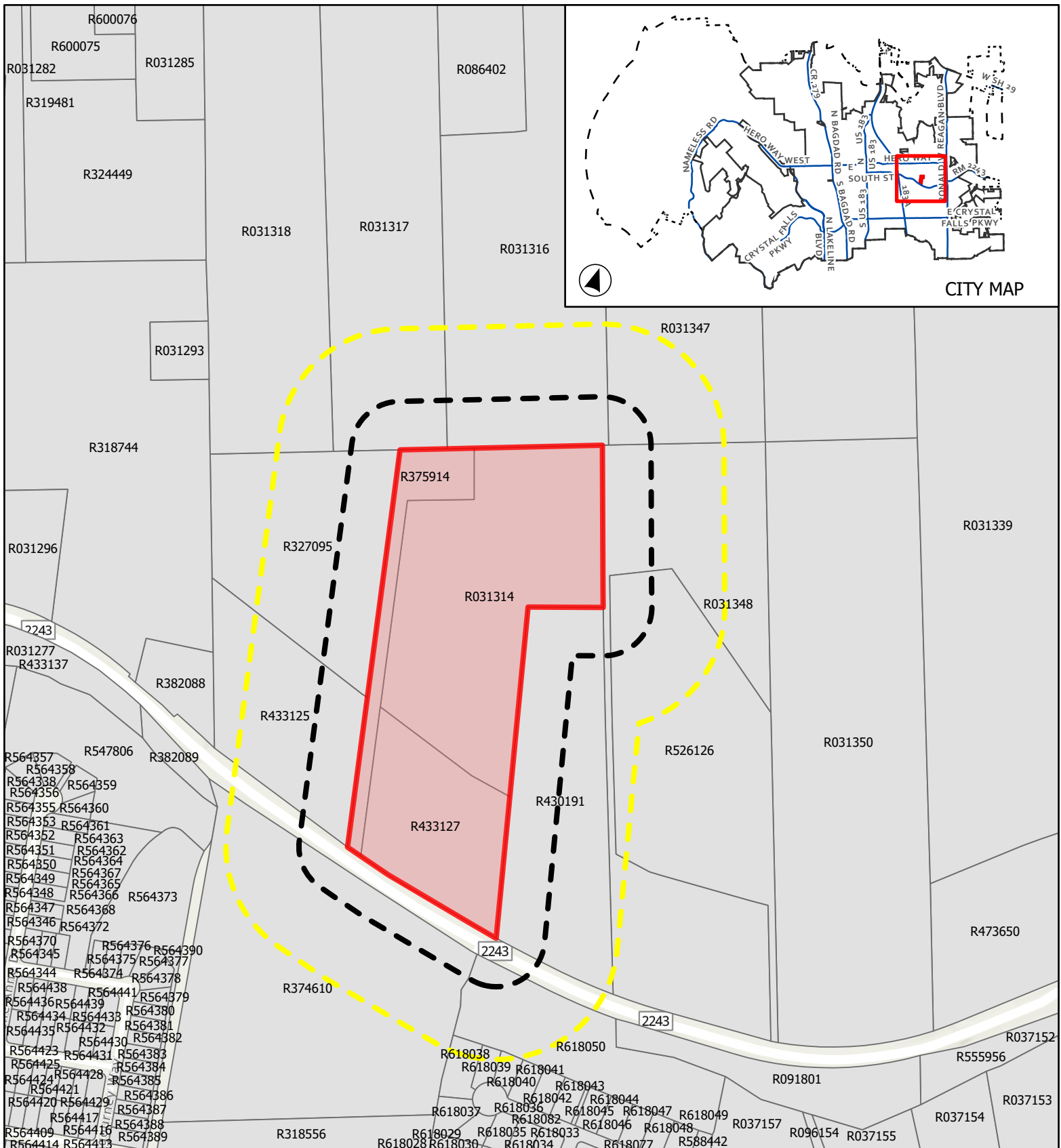
- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Neighborhood Residential

- Employment Center
- Greenway

Thoroughfare Plan

- Arterial 4 Lane, Existing
- Collector, Proposed

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.



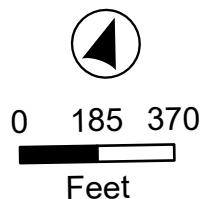
CASE: Z-25-0159

ATTACHMENT 4

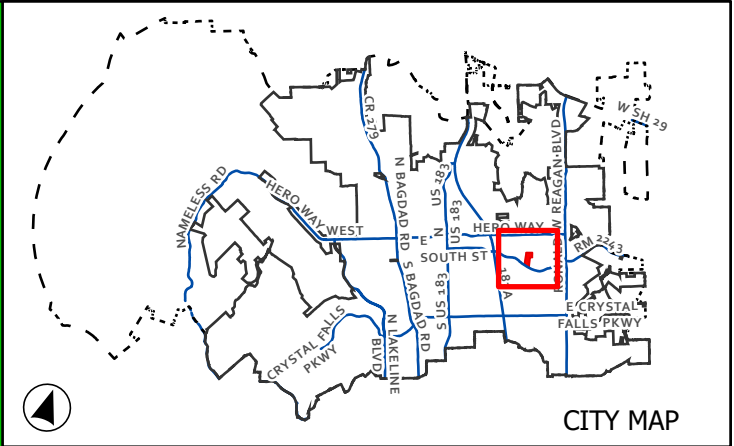
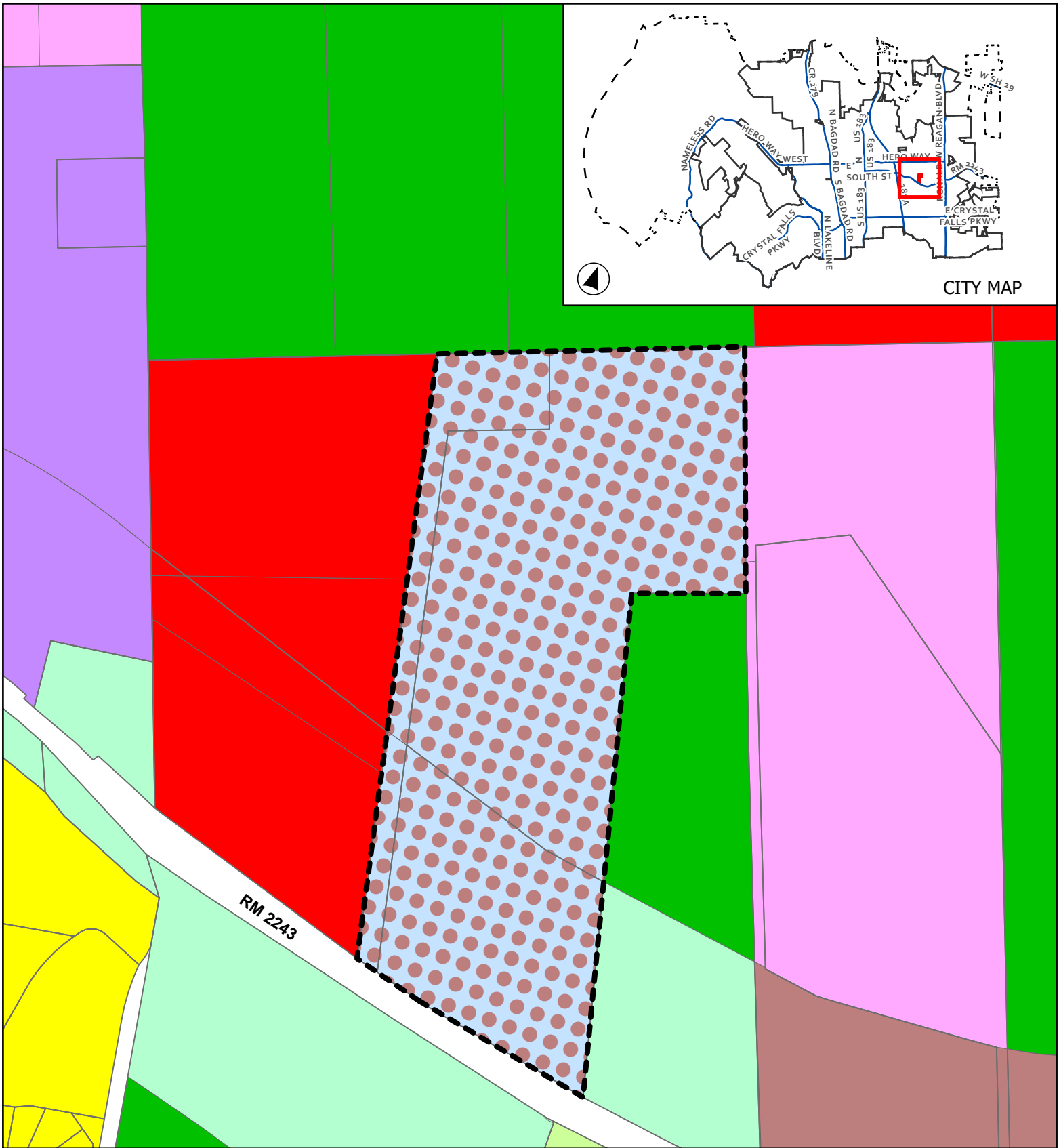
**VFW POST 10427
MINOR PUD ZONING**

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.



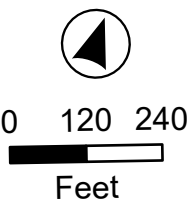
- City Limits
- ETJ
- Subject Boundary
- Notification Buffer**
 - 200'
 - 500'
- Parcels



CASE: Z-25-0159 ATTACHMENT 5 VFW POST 10427 MINOR PUD ZONING

Proposed 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

Proposed Zoning

- SFR - Single-Family Rural
- SFS - Single-Family Suburban

- SFU - Single-Family Urban
- SFC - Single-Family Compact
- LC - Local Commercial
- GC - General Commercial
- HC - Heavy Commercial
- HI - Heavy Industrial
- PUD - Local Commercial



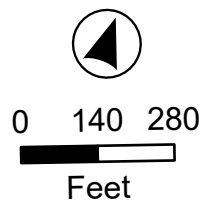
CASE: Z-25-0159

ATTACHMENT 6

VFW POST 10427
MINOR PUD ZONING

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

EXHIBIT A

VFW Post 10427 Minor Planned Unit Development

A. Purpose and Intent

1. The VFW Post 10427 Minor PUD is comprised of approximately 22.4092 acres, as shown in **Exhibit B.** The development of this property includes local commercial uses, an outdoor event space, and other entertainment uses.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled **Exhibit A.**
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

LC-2-A (Local Commercial)

C. Allowable / Prohibited Uses

1. The allowable uses shall include all uses permitted in the LC (Local Commercial) use component and the additional uses below:
 - a. Outdoor event space to include special events throughout the year
 - b. Outdoor sporting activities such as soccer, cricket, football, and other similar sports
 - c. Meeting event space
 - d. Outdoor music venue
 - e. Drive-in theater
 - f. Food truck park

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.

A letter information regarding a minor PUD has been sent to all the surrounding properties within 500'.

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 property owners with 500' and the Marbella Residential Community (HOA)

3. What concerns were raised during these communications?

We received a phone call from a property owner asking if we were building a commercial facility. We informed them that we were not and it was to rezone the property for the events they manage.

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

No meeting has happened at this time.

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

Signature: _____

Date _____



February 21, 2025

Re: VFW Post 10427

Dear Property Owner:

Our client, VFW Post 10427, is in the process of modifying their property into a PUD. You are receiving this letter because your property is within 500 feet of the property's location and/or within the HOA that is within 500 feet.

If you have any questions or would like to discuss this project further, please feel free to contact me.

Sincerely,

William A. Davies, AIA
President

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE VFW POST 10427 MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF LC-2-A (LOCAL COMMERCIAL) 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 22.409 acres $\pm$; being more particularly described in Exhibit "B"; commonly known as 8760 RR 2243; identified by Williamson Central Appraisal District tax identification numbers R031314, R375914, and R433127; more particularly described in Instrument Number 2000045331 recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the VFW Post 10427 Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance

and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

SECTION 5. Recording Zoning Change. The City Council directs the 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 5th day of June, 2025.

FINALLY PASSED AND APPROVED on this the 17th day of June, 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 24, 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 April 17, 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 7 & 9 were pulled from the consent agenda and will be considered separately.]

Motion to approve consent agenda items 6 and 8.

By: Board Member Oliver

Seconded: Board Member Morales

Vote: 6 - 0

[Board Member LeDay recused herself and left the room.]

6. Approval of the minutes for meeting held on April 10, 2025.

7. Approval of the extension of the application expiration for Subdivision Case PICP-23-0052 regarding CR 175 Roadway Improvements associated with the Wildsprings Subdivision, generally located north of the intersection of CR 177 and CR 175, Leander, Williamson County, Texas.

Motion to approve application extension request for subdivision case PICP-23-0052; following discussion.

By: Board Member Calame

Seconded: Board Member Lantrip

Vote: 5 - 0

8. Approval of the extension of the application expiration for Subdivision Case PICP-23-0099 regarding Lone Star Landing Offsite Improvements associated with the Lone Star Landing subdivision; generally located along CR 177, east of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

9. Approval of the extension of the application expiration for Subdivision Case FP-23-0108 regarding Hawkes Landing North Phase 1 Final Plat development on one (1) parcel of land 49.941 acres ± in size, more particularly described by Williamson County Appraisal District Parcels R616492; generally located west of the intersection of Bagdad Road and Halsey Drive, Leander, Williamson County, Texas.

Motion to approve application extension request for subdivision case FP-23-0108; following discussion.

By: Board Member Calame

Seconded: Board Member Mahan

Vote: 5 - 0

[Board Member LeDay returned to the dias.]

PUBLIC HEARING: ACTION

10. 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 10427 Minor PUD (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 Parcels R031314, R375914, and R433127; and more commonly known as 8760 RR 2243, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0159 as described above.

Public Hearing opened at 6:16 pm; Public Hearing closed at 6:17 pm; following discussion.

Anita Chumnanvech, 708 Palamos Drive, Leander, TX 78641, spoke in favor of request.

Motion to approve Zoning case Z-25-0159.

By: Board Member Lantrip

Seconded: Board Member Morales

Vote: 6 - 0

REGULAR AGENDA

11. Discuss and consider action on Tree Removal Case TRP-24-0026 regarding the removal of multiple Significant and Heritage Trees associated with the Leander Tech Park Public Improvements (PICP-24-0133) and Site Development Projects (SD-24-0086) located approximately 500 feet southwest of the intersection of State Highway 29 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

Motion to approve Tree Removal permit TRP-24-0026; following discussion.

By: Board Member Calame

Seconded: Board Member LeDay

Vote: 4 - 2 Board Member Lantrip, Board Member Morales

12. Adjournment
Meeting adjourned at 6:42 pm.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Conduct a Public Hearing and consider action regarding Ordinance Case OR-25-0030 to amend the Composite Zoning Ordinance to adopt standards and a permitting process associated with micro-trenching, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-25-0030 as described above.

BACKGROUND:

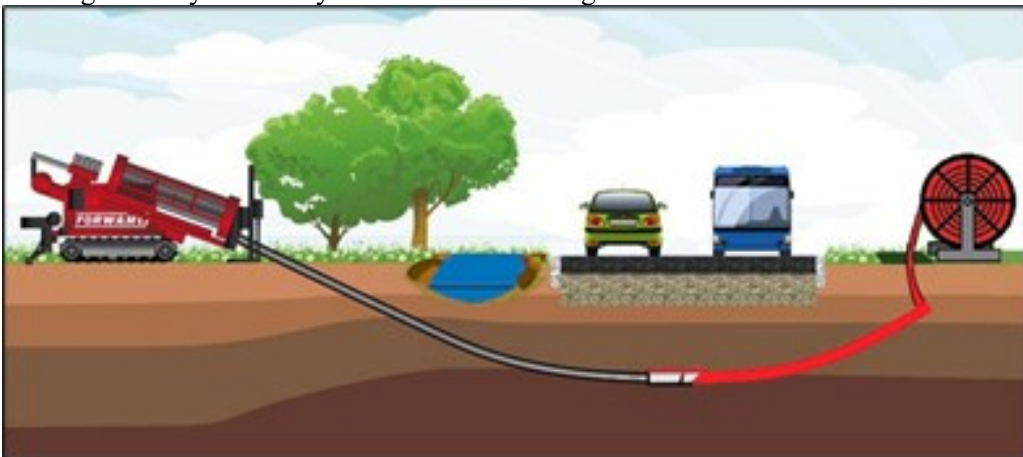
This request is the second step in the ordinance process. The city is actively working to improve telecommunication infrastructure standards and installation options to assist in providing reliable telecommunication services to the community. Over time, technology has changed and new means of providing service have been developed. The City has seen an increase in requests for the option to micro-trench for the installation of telecommunication utilities.

Current options for installing conduit and fiber include the following:

1. **Open Trench Construction:** This installation type involves construction of a trench in city right-of-way (ROW) or a Public Utility Easement (PUE) along the planned path for the conduit or cables. The conduit and fiber infrastructure are placed at the bottom of the trench, then the infrastructure is buried, and the area is re-vegetated. This method is the most common means of installation.

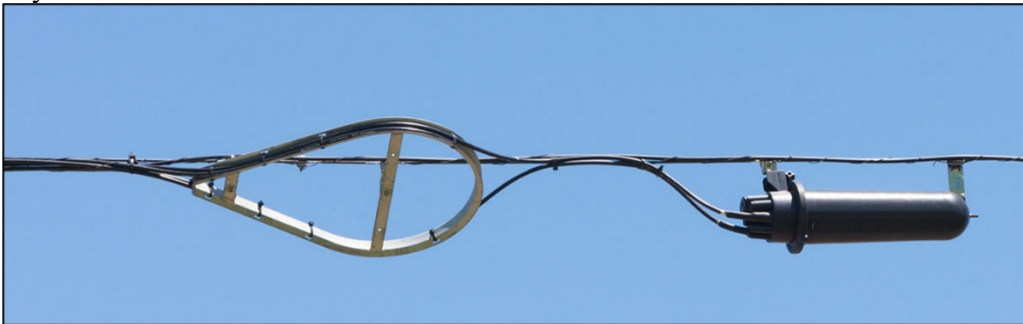


2. **Bore Construction:** This type of installation is trenchless and involves drilling a borehole along a planned path to install conduit. The cables are then pulled through the conduit. This method reduces disturbance to existing roadway and utility infrastructure and vegetation.





3. **Aerial Construction:** This type of installation includes over-lashing cables along existing poles within the city.



Micro-Trenching is a technique used to lay cables in a narrow and shallow trench cut into roads and other surfaces. The trench is cut close to the seam where the road meets the curb. Once the line is laid, the trench is filled and the seam is sealed to protect the line while restoring the integrity of the road surface. Staff has received feedback from providers that this technique is more efficient and will increase the availability of fiber to residents.



After reviewing the micro-trenching option for installing telecommunication infrastructure, staff has the following concerns:

1. Micro-Trenching would increase the number of cuts in the pavement and could cause deterioration.
2. This technique allows for faster installation of infrastructure and could result in an increase in the number of permits. Staff may need to be augmented to support the demand.
3. The increase in the number of projects could present challenges from an inspection standpoint. Additional staff may be needed to aid in inspections and monitoring of the installation.
4. Line locations may become challenging.
5. Micro-Trenching could impact future roadway rehabilitation projects. Repairs, including mill and overlay, could damage or remove the infrastructure and cause interruption of service for customers.
6. Service waterlines to houses could be damaged at the time of Micro-Trenching.

In an effort to address the above concerns while allowing micro-trenching as an installation option, staff has developed the following micro-trenching standards:

1. **Number of Trenches** – The number of trenches shall be limited to one (1) trench per side of roadway. At the time of installation, the service provider will need to trench both sides of the roadway to provide service. This requirement would only allow one provider per street.
2. **Trench Dimensions**– The trench shall be limited to:
 - a. 2.5 inches maximum width
 - b. 10 to 18 inches maximum depth along Local and Collector Roadways
 - c. 12 to 18 inches maximum depth along Arterial Roadways

3. **Restoration after Installation** – After the installation is completed, the area needs to be restored with 1,000-1,200 pounds per square inch flowable fill and asphalt crack sealant, filled the same day as installation.
4. **Warranty** – The provider shall provide a two-year (2) warranty. This warranty may be used if the restoration fails or if there is a failure adjacent to the Micro-Trench or pavement core that resulted in a pavement distress or failure.
5. **Limitations** – The following limitations shall apply:
 - a. Micro-Trenching is not allowed on roadways under warranty. When new streets are constructed and accepted by the City, the developer provides a two-year (2) warranty for their work. Allowing Micro-Trenching on roads under warranty could void the warranty. Attachment 3 includes a current map of areas that are within the two-year (2) warranty period.
 - b. Micro-Trenching is not allowed on roadways without curb and gutter. The trench for the utilities may be provided outside of the pavement in these instances.
 - c. Micro-Trenching is not allowed in concrete streets, valley gutters, or driveways.
 - d. Micro-Trenching may not be installed at perpendicular crossings.
 - e. No more than ten (10) applications per provider may be submitted for review or under construction at the same time.
6. **Effective Date** – This ordinance includes an effective date of sixty (60) days from the approval date to allow additional time for staff to update applications and the permitting software.

COMPREHENSIVE PLAN GOAL

Goal #11 – Integrated and well-planned utility infrastructure to serve desired growth

Strategy 11.1 – Continue to plan ahead of growth through integrated utility infrastructure planning.

Action 11.1.4 – Work with telecommunication providers to facilitate enhanced broadband and 5G wireless service. The importance of technology and a strong internet connection cannot be overstated and is a key element of business retention and recruitment. As became even more apparent during the 2020 COVID-19 pandemic—with more professionals working from home, virtual school, communications and transactions taking place online, and the desire to attract urban professionals to mixed-use areas—this is critical infrastructure for the masses. Work with providers on needed infrastructure locations and coordination to ensure Leander is highly competitive in this regard.

PLANNING & ZONING COMMISSION MEETING:

A representative from AT&T participated in the Planning & Zoning Commission meeting and expressed concerns about the number of trenches permitted by the ordinance and the limitation regarding the number of concurrent applications. Staff is concerned about the degradation of the roads when more trenches are added. In addition, adding more trenches could impact the original micro-trench. The new trench could cut the existing lines installed with the original micro-trench thus causing a disruption in service.

As an option, the Council could consider allowing a second trench if the trenches are a minimum of eighteen (18) inches apart and the utility provider performs an edge mill and overlay of the road after installation. This type of repair would alleviate staff concerns regarding the degradation of the roadway.

HISTORY/TIMELINE:

01/02/2025 - City Council Workshop

05/01/2025 - Staff Update to City Council

05/08/2025 - Planning & Zoning Commission, 1st Reading of the Ordinance

06/05/2025 - City Council, 2nd Public Hearing & 1st Reading of the Ordinance

06/17/2025 - City Council, Final Reading of the Ordinance

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

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

1. Approve the proposed ordinance amendments;
2. Deny the proposed ordinance amendments; or
3. Approve modifications to the ordinance standards. This modification could include allowing multiple trenches. Staff recommends that if this option is selected, there is a requirement in place that includes the provider repairing the road through an edge mill and overlay as well as placing the trenches a minimum of eighteen (18) inches apart.

Staff recommends Option 1 listed above – approve the proposed ordinance amendments. This ordinance does include a delayed effective date to allow staff additional time to update applications and checklists as well as the permitting software.

During the meeting of May 8, 2025, the Planning & Zoning Commission recommended approval as presented by staff.

PRESENTER:

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

Attachments:

1. OR-25-0028 Att 1 Micro-Trenching Ordinance
2. OR-25-0028 Att 2 Ordinance
3. OR-25-0028 Att 3 Subdivision Map
4. OR-25-0028 Att 4 5-8-2025 P & Z Minutes

ARTICLE I. – GENERAL

Sec. 6. Definitions.

City Standard Details and Specifications means a library of City approved drawings and technical data representing typical drainage, transportation, erosion & sedimentation control, and utility appurtenances to be constructed for City acceptance.

Dry Utility means improvements placed or installed for the purpose of producing, generating, transmitting, selling or furnishing electric, telecommunications, natural gas, or propane service from a utility provider. This definition does not include improvements installed for the purpose of distributing potable or nonpotable water, collecting and treating wastewater/sewage, or conveying rainfall runoff.

Micro-Trenching means a technique used to lay cables in a narrow and shallow trench cut into roads and other surfaces. The trench is cut close to the seam where the road meets the curb. Once the line is laid, the trench is filled, and the seam is sealed to protect the line while restoring the integrity of the road surface.

ARTICLE IX. – SITE DEVELOPMENT

Sec. 1. General provisions.

(a) *Purpose.* The purpose of this chapter is as follows:

- (1) To establish rules and procedures for the orderly planning and development of commercial sites and residential sites involving more than two (2) dwelling units;
- (2) To provide for a permit separate and distinct from the building permit so that site issues such as drainage, driveways, access, utilities and internal circulation may be resolved without the need for the preparation and review of detailed architectural plans;
- (3) To permit site preparation and drainage improvements without imposing the expense and time burden required for a full building permit;
- (4) To permit the planning of a phased site development without imposing the expense and time burden required for the preparation and review of complete architectural plans for all phases of the development;
- (5) To support extension of reliable broadband, fiber, and internet services.
- ~~(5)(6)~~ To provide development applicants a site development permit to help expedite and enhance success and marketability of the project;
- ~~(6)(7)~~ To provide city staff with procedures for the review and approval of site development;
- ~~(7)(8)~~ To enhance the ability of a developer to obtain financing for a development project;
- ~~(8)(9)~~ To maintain consistency with other area jurisdictions; and
- ~~(9)(10)~~ To simplify and expedite the building permit process.

Sec. 3. Application processing, application expiration, and permitting.

(b) *Expiration of application.*

- a. Prior to an application being accepted for review and processing, an application shall expire on the forty-fifth (45th) day after the date the application is submitted to the City if:

-
- (i) The applicant fails to provide documents or other information necessary to comply with requirements relating to the form and content of the application set forth in this Ordinance;
 - (ii) Within ten (10) business days of the date the application is submitted to the City, the City provides the applicant written notice of the failure that specifies the necessary documents or other information that are missing from the application and the date the application will expire if the documents or other information is not provided; and
 - (iii) The applicant fails to provide the specified documents or other information within the time provided in the notice.
- b. After an application is accepted for review and processing, the site development permit application shall expire within nine (9) months of the date that all initial staff review comments from all reviewing departments have been issued on the application if a permit has not been issued due to the applicant's failure to cause the proposed application to comply with applicable city regulations. The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining a permit. Substantial progress shall consist of, at a minimum, a resubmission of the plans and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.
- c. If the permit has not been issued after the administrative extension is granted, the Planning & Zoning Commission may consider one (1) additional six (6) month extension if the applicant can show substantial progress towards obtaining a permit. Dry Utility Permit applications that propose Micro-Trenching are not eligible for extensions.

(e) *Permit Expiration.*

- (3) A dry utility permit expires six (6) months after the date of issuance. The applicant may request an additional three (3) month extension by requesting a pre-construction meeting and an extension. Dry utility permits that include Micro-Trenching are not eligible for extensions.

(h) *Dry Utility Permit.*

- (1) Projects that consist solely of the installation of utilities and associated facilities are eligible for review and processing as dry utility permit. A dry utility permit application shall be submitted for review in conformance with all information and materials required by the most recent dry utility permit application/checklist.
- (i) Dry utilities shall be located underground in the ROW or a public utility easement in accordance with Section 13.01.004 of the Code.
 - (ii) Overlash of utility lines is permitted between existing utility poles where existing lines are present. Overlash means the tying of additional communications facilities to those previously attached to existing utility poles. New lines may not be extended across public ROW or between poles where lines do not already exist.
 - (iii) A utility company shall be required to use trenchless technology wherever proposed construction crosses any portion of a paved public street, driveways, sidewalks and the critical root zone of protected trees.
 - (iv) No more than ten (10) applications for Dry Utility Permits per provider may be submitted for review or under construction at the same time.
 - (v) Only one (1) Micro-Trench is permitted on each side of the roadway against existing curbs in cases that meet the following criteria:

- a. No more than three (3) applications for Micro-Trenching per provider may be submitted for review or under construction at the same time.
- b. Micro-Trenching shall comply with all Standard Details approved as part of the City Standard Details.
- c. Trench Dimensions:
 - i. 2.5 inch maximum width
 - ii. 10" to 18" maximum depth along Local and Collector Roadways
 - iii. 12" to 18" maximum depth along Arterial Roadways
- d. After completion of Micro-Trenching, the area shall be restored with 1,000-1,200 psi flowable fill and asphalt crack sealant, filled the same day as installation.
- e. Micro-Trenching is not permitted on roadways under warranty.
- f. Micro-Trenching is not permitted on roadways without curb and gutter.
- g. Micro-Trenching is not permitted in concrete streets, valley gutters, or driveways.
- ~~a-h.~~ Micro-Trenching shall not be installed at perpendicular crossings.
- ~~b-i.~~ Structures used to house utility infrastructure and related equipment shall be screened from view of adjacent property using a six (6') foot tall screening wall constructed of one (1) or more of the following materials: brick, stone, cast stone, stucco, factory tinted (not painted) split face concrete masonry unit, textured pre-cast concrete (e.g. Woodcrete) or other similar material approved by the Director of Planning. Variations to the height of the wall may be approved by the Director of Planning to address unique conditions to include varying heights of the equipment.

(2) Application.

- (i) Contractors must carry liability insurance and list the city as additional insured during construction of the project.
- ~~(ii)~~ Door hangers are required to be placed on all houses and/or businesses affected by planned dry utility construction within any subdivisions impacted by the dry utility permit a minimum of fifteen (15) days prior to the start of a dry utility project. These door hangers shall include the name and phone number of the contractor doing the work, the name of the dry utility provider and phone number, and the time frame for the work.
- ~~(ii)(iii)~~ A two (2) year warranty shall be provided for all Micro-Trenching work.

(3) *Project close out.*

- (i) A certificate of completion shall be issued upon completion of the project. All construction equipment, spoils, and debris shall be removed and the site shall be revegetated and restored.

(4) *Penalties.*

- (i) *Damage to property.*
 - 1. If public or private property is damaged during installation of dry utilities, the utility provider, contractor, and/or sub-contractor shall be responsible for repair.
 - 2. No additional applications will be accepted for review or permits issued until damage is repaired.
- (ii) *Work without permit.*
 - 1. No additional applications will be accepted for review or permits issued until the plans are submitted and a permit is issued.
- (iii) *Stagnant project.* If works stops for more than two (2) weeks, all construction equipment, spoils, and debris shall be removed and the site shall be revegetated and restored.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE COMPOSITE ZONING ORDINANCE TO ADOPT STANDARDS AND A PERMITTING PROCESS ASSOCIATED WITH MICRO-TRENCHING WIRELESS COMMUNICATION FACILITIES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING SAVINGS, EFFECTIVE DATE AND OPEN MEETINGS CLAUSES, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Planning & Zoning Commission held a public hearing on the proposed amendments to Section 14.02.001, Article 14.02, Chapter 14, Leander Code of Ordinances (the “Composite Zoning Ordinance”), and forwarded its recommendation on the amendments to the City Council; and

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 proposed amendments and finds that the adoption of the amendments promotes the public health, safety, and welfare;

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. 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 Article I, Section 6. Article I, Section 6 of the Composite Zoning Ordinance is hereby amended to add the following definitions:

City Standard Details and Specifications means a library of City approved drawings and technical data representing typical drainage, transportation, erosion & sedimentation control, and utility appurtenances to be constructed for City acceptance.

Dry Utility means improvements placed or installed for the purpose of producing, generating, transmitting, selling or furnishing electric, telecommunications, natural gas, or propane service from a utility provider. This definition does not include improvements installed for the purpose of distributing potable or nonpotable water, collecting and treating wastewater/sewage, or conveying rainfall runoff.

Micro-Trenching means a technique used to lay cables in a narrow and shallow trench cut into roads and other surfaces. The trench is cut close to the seam where the road meets

the curb. Once the line is laid, the trench is filled, and the seam is sealed to protect the line while restoring the integrity of the road surface.

SECTION 3. Amendment of Article IX, Section 1(a). Article IX, Section 1(a) of the Composite Zoning Ordinance is hereby amended to read as follows:

Sec. 1. General provisions.

- (a) *Purpose.* The purpose of this chapter is as follows:
- (1) To establish rules and procedures for the orderly planning and development of commercial sites and residential sites involving more than two (2) dwelling units;
 - (2) To provide for a permit separate and distinct from the building permit so that site issues such as drainage, driveways, access, utilities and internal circulation may be resolved without the need for the preparation and review of detailed architectural plans;
 - (3) To permit site preparation and drainage improvements without imposing the expense and time burden required for a full building permit;
 - (4) To permit the planning of a phased site development without imposing the expense and time burden required for the preparation and review of complete architectural plans for all phases of the development;
 - (5) To support extension of reliable broadband, fiber, and internet services.
 - (6) To provide development applicants a site development permit to help expedite and enhance success and marketability of the project;
 - (7) To provide city staff with procedures for the review and approval of site development;
 - (8) To enhance the ability of a developer to obtain financing for a development project;
 - (9) To maintain consistency with other area jurisdictions; and
 - (10) To simplify and expedite the building permit process.

SECTION 4. Amendment of Article IX, Section 3(b). Article IX, Section 3(b) of the Composite Zoning Ordinance is hereby amended to read as follows:

- (b) *Expiration of application.*
- (1) Prior to an application being accepted for review and processing, an application shall expire on the forty-fifth (45th) day after the date the application is submitted to the City if:
 - (i) The applicant fails to provide documents or other information necessary to comply with requirements relating to the form and content of the application set forth in this Ordinance;
 - (ii) Within ten (10) business days of the date the application is submitted to the City, the City provides the applicant written notice of the failure that specifies the necessary documents or other information that are missing from the

application and the date the application will expire if the documents or other information is not provided; and

(iii) The applicant fails to provide the specified documents or other information within the time provided in the notice.

- (2) After an application is accepted for review and processing, the site development permit application shall expire within nine (9) months of the date that all initial staff review comments from all reviewing departments have been issued on the application if a permit has not been issued due to the applicant's failure to cause the proposed application to comply with applicable city regulations. The Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining a permit. Substantial progress shall consist of, at a minimum, a resubmission of the plans and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.
- (3) If the permit has not been issued after the administrative extension is granted, the Planning & Zoning Commission may consider one (1) additional six (6) month extension if the applicant can show substantial progress towards obtaining a permit. Dry Utility Permit applications that propose Micro-Trenching are not eligible for extensions.

SECTION 5. Amendment of Article IX, Section 3(e)(3). Article IX, Section 3(e)(3) of the Composite Zoning Ordinance is hereby amended to read as follows:

(e) *Permit Expiration.*

- (3) A dry utility permit expires six (6) months after the date of issuance. The applicant may request an additional three (3) month extension by requesting a pre-construction meeting and an extension. Dry utility permits that include Micro-Trenching are not eligible for extensions.

SECTION 6. Amendment of Article IX, Section 3(h). Article IX, Section 3(h) of the Composite Zoning Ordinance is hereby amended to read as follows:

(h) *Dry Utility Permit.*

- (1) Projects that consist solely of the installation of utilities and associated facilities are eligible for review and processing as dry utility permit. A dry utility permit application shall be submitted for review in conformance with all information and materials required by the most recent dry utility permit application/checklist.
- (i) Dry utilities shall be located underground in the ROW or a public utility easement in accordance with Section 13.01.004 of the Code.
- (ii) Overlash of utility lines is permitted between existing utility poles where existing lines are present. Overlash means the tying of additional communications facilities to those previously attached to existing utility poles. New lines may not be extended across public ROW or between poles where lines do not already exist.

- (iii) A utility company shall be required to use trenchless technology wherever proposed construction crosses any portion of a paved public street, driveways, sidewalks and the critical root zone of protected trees.
- (iv) No more than ten (10) applications for Dry Utility Permits per provider may be submitted for review or under construction at the same time.
- (v) Only one (1) Micro-Trench is permitted on each side of the roadway against existing curbs in cases that meet the following criteria:
 - a. No more than three (3) applications for Micro-Trenching per provider may be submitted for review or under construction at the same time.
 - b. Micro-Trenching shall comply with all Standard Details approved as part of the City Standard Details.
 - c. Trench Dimensions:
 - i. 2.5 inch maximum width
 - ii. 10" to 18" maximum depth along Local and Collector Roadways
 - iii. 12" to 18" maximum depth along Arterial Roadways
 - d. After completion of Micro-Trenching, the area shall be restored with 1,000-1,200 psi flowable fill and asphalt crack sealant, filled the same day as installation.
 - e. Micro-Trenching is not permitted on roadways under warranty.
 - f. Micro-Trenching is not permitted on roadways without curb and gutter.
 - g. Micro-Trenching is not permitted in concrete streets, valley gutters, or driveways.
 - h. Micro-Trenching shall not be installed at perpendicular crossings.
 - i. Structures used to house utility infrastructure and related equipment shall be screened from view of adjacent property using a six (6') foot tall screening wall constructed of one (1) or more of the following materials: brick, stone, cast stone, stucco, factory tinted (not painted) split face concrete masonry unit, textured pre-cast concrete (e.g. Woodcrete) or other similar material approved by the Director of Planning. Variations to the height of the wall may be approved by the Director of Planning to address unique conditions to include varying heights of the equipment.

(2) Application.

- (i) Contractors must carry liability insurance and list the city as additional insured during construction of the project.
- (ii) Door hangers are required to be placed on all houses and/or businesses affected by planned dry utility construction a minimum of fifteen (15) days prior to the start of a dry utility project. These door hangers shall include the name and phone number of the contractor doing the work, the name of the dry utility provider and phone number, and the time frame for the work.

(iii) A two (2) year warranty shall be provided for all Micro-Trenching work.

(3) *Project close out.*

- (i) A certificate of completion shall be issued upon completion of the project. All construction equipment, spoils, and debris shall be removed and the site shall be revegetated and restored.

(4) *Penalties.*

(i) *Damage to property.*

1. If public or private property is damaged during installation of dry utilities, the utility provider, contractor, and/or sub-contractor shall be responsible for repair.
2. No additional applications will be accepted for review or permits issued until damage is repaired.

(ii) *Work without permit.*

1. No additional applications will be accepted for review or permits issued until the plans are submitted and a permit is issued.

- (iii) *Stagnant project.* If works stops for more than two (2) weeks, all construction equipment, spoils, and debris shall be removed and the site shall be revegetated and restored.

SECTION 7. Conflicting Ordinances. Section 1, Article IV of the Composite Zoning Ordinance is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 8. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 9. 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 10. 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 September 17, 2025.

SECTION 11. 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 5 day of June, 2025.

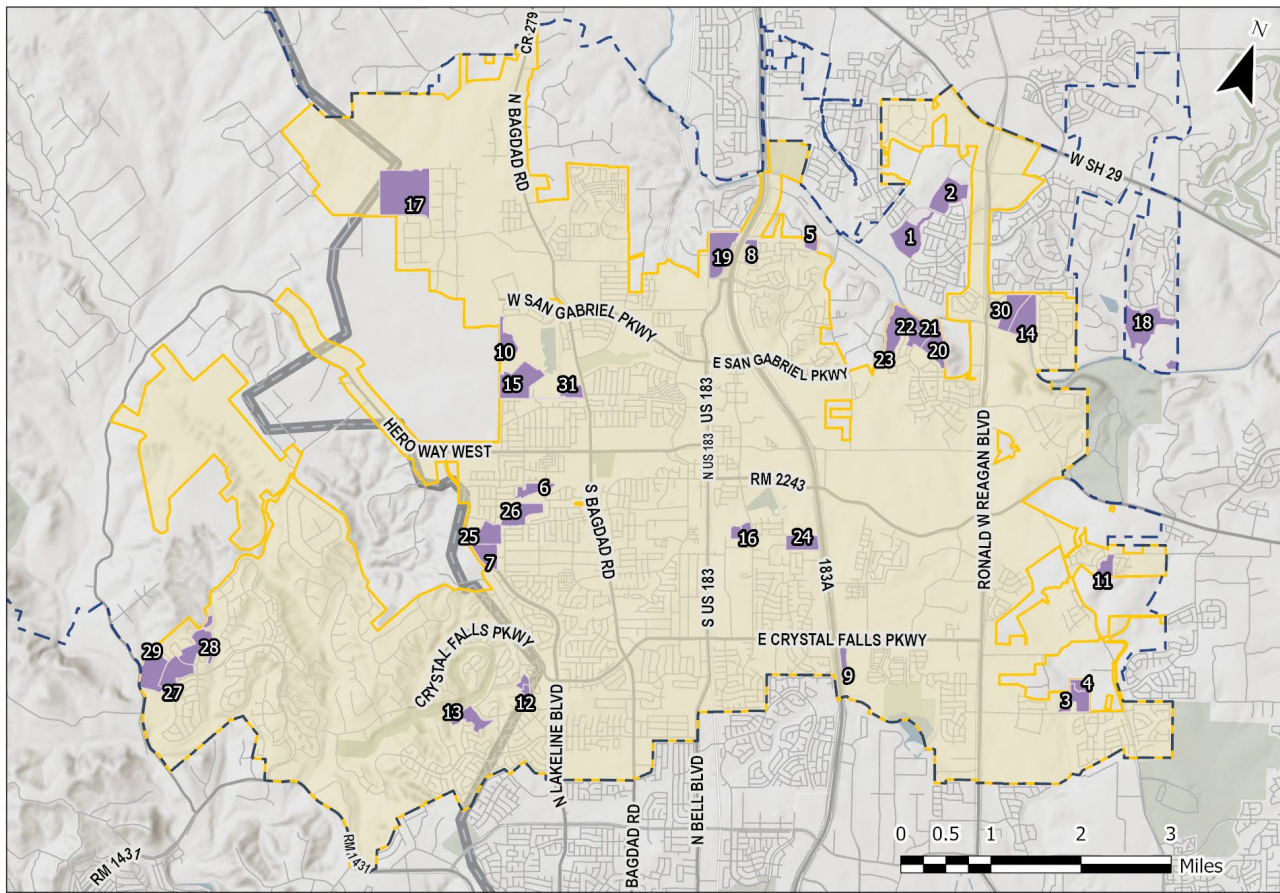
FINALLY PASSED AND APPROVED on this the 17 day of June, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



No.	Subdivision	Project Number	2-Year Maintenance
1	Bar W Ranch W Phase 10	PICP-22-0016	6/20/2024
2	Bar W Ranch W Phase 7	21-PICP033	12/7/2023
3	Barksdale Phase 1	PICP-22-0029	4/18/2024
4	Barksdale Phase 2	PICP-23-0085	12/5/2024
5	Carneros Ranch Section 6	19-PICP-024	7/6/2025
6	Cedar Brook	21-PICP-034	10/10/2023
7	Cottages at San Gabriel	20-TOD-PICP-047	11/2/2023
8	Crystal Village Phase 1A	11-PICP-002	7/6/2025
9	Devine Lake Phase 4	PICP-21-0029	10/3/2024
10	Edgewood Phase 1 Section 2	PICP-21-0035	5/2/2024
11	Fairways at Crystal Falls Phase 2 Sections 5 & 8	19-PICP-019	7/6/2025
12	Garlock Subdivision	PICP-22-0021	5/2/2024
13	Hawke's Landing North Phase 2	21-PICP-019	8/17/2025
14	Horizon Lake Phase 3 Sections 1 & 2	21-PICP-043	7/6/2025
15	Jordan Tract	22-PICP-002	7/6/2025
16	Leander Estates	PICP-22-0012	11/7/2024
17	Lively Tract Phase 4	21-PICP-027	12/7/2025
18	Monarch Phase 1	21-PICP-030	9/21/2025
19	Palmera Bluff Section 2	20-PICP-024	7/6/2023
20	Palmera Bluff Section 4	20-PICP-024	7/6/2023
21	Palmera Bluff Section 4	20-PICP-024	7/6/2023
22	Parkside Village	20-PICP-040	7/20/2023
23	Rosenbusch Ranch Phase 2	20-PICP-041	8/3/2023
24	Rosenbusch Ranch Phase 3	21-PICP-007	7/9/2024
25	The Fairways at Crystal Falls Section 2 Phase 4	18-PICP-038	10/10/2023
26	Travisso Phase 4 Section 6A	21-PICP-004	7/6/2023
27	Travisso Phase 4 Section 6B	21-PICP-004	12/7/2023
28	Travisso Phase 4 Sections 7-8 & Phase 5 Section 3	PICP-22-0003	10/17/2024
29	Travisso Phase 4 Sections 7-8 & Phase 5 Section 3	PICP-22-0003	10/17/2024
30	Valley Vista East Phase 2	21-PICP-038	10/10/2023
31	Williams Tract	PICP-22-0034	7/18/2024



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 8, 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 Joseph Morales.
3. Swearing in of Planning & Zoning Commissioner Karen Lewis.
4. Director's report to the Planning & Zoning Commission on action taken by City Council on the May 1, 2025 meeting.
5. Review of meeting protocol.
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.]

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda items 7-10.

By: Board Member Lantrip
Seconded: Board Member Mahan

Vote: 6-0

7. Approval of the minutes for meeting held on April 24, 2025.
8. Approval of the extension of the application expiration for Subdivision Case FP-23-0081 Gabriels Horn Development; more particularly described by Williamson Central Appraisal District Parcels R473804,

R500871, R022218, and R500872, generally located northwest of the intersection of Ronald W. Reagan Boulevard and Gabriels Horn Road, Leander, Williamson County, Texas.

9. Approval of the extension of the completion of Subdivision Case PICP-22-0008 regarding the water and wastewater improvements along 3219 N. Lakeline Boulevard, more particularly described by Williamson County, Texas.
10. Approval of the extension of the application expiration for Subdivision Case PICP-22-0020 Northline Block O Construction Plans; more particularly described by Williamson Central Appraisal District Parcels R517094 and R031604, generally located southwest of the intersection of Main Street and William Parker Street, Leander, Williamson County, Texas.
11. Approval of the extension of the application expiration for Subdivision Case PICP-23-0079 regarding Gabriels Horn Development on three (3) parcels of land 16.372 acres $\pm$ in size, more particularly described by Williamson County Appraisal District Parcels R473804, R500871, R022218, and R500872; generally located Williamson, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

12. Conduct a Public Hearing regarding Special Use Case Z-25-0165 to consider action on a Special Use Permit to allow for a smoke shop on one (1) parcel of land approximately 0.155 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036105; and commonly known as 106 W. Willis Street, Leander, Williamson County, Texas. Applicant/Agent: Paradox 2025, LLC. (Sayed Khalid Sadat) on behalf of Krasniqi Real Estate Holdings, LLC. (Taulant Krasniqi).

- Discuss and consider action regarding Zoning Case Z-25-0165 as described above.

Public Hearing opened at 6:08 p.m.; Public Hearing closed at 6:10 p.m.; following discussion.

Anita Chumnanvech, 708 Palamos Drive, Leander, TX 78641, spoke against the request.

Motion to deny Zoning request Z-25-0165.

By: Board Member Mahan

Seconded: Board Member Lantrip

Vote: 5 - 1 (Board Member Calame)

13. Conduct a Public Hearing and consider action regarding Ordinance Case OR-25-0030 to amend the Composite Zoning Ordinance to adopt standards and a permitting process associated with micro-trenching, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-25-0030 as described above.

Public Hearing opened at 6:42 p.m.; Public Hearing closed at 6:44 p.m.; following discussion.

Bird Holmquist, 816 Congress Ave, Suite 1100, Austin, TX 78701 spoke in favor of the request.

Motion to approve Ordinance case OR-25-0030.

By: Board Member Calame

Seconded: Board Member Lewis

Vote: 6-0

REGULAR AGENDA

14. Discuss and consider action on Tree Removal Case TRP-25-0036 regarding the removal of six (6) Significant Trees associated with the Techtown Office Warehouse Site Development Project (SD-24-0250), commonly known as 2901 Hero Way, Leander, Williamson County, Texas.

Motion to approved Tree Removal Permit TRP-25-0036; following discussion.

By: Board Member LeDay

Seconded: Board Member Lantrip

Vote: 6-0

15. Adjournment
Meeting adjourned at 7:11 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Conduct a Public Hearing regarding Special Use Case Z-25-0165 to consider action on a Special Use Permit to allow for a smoke shop on one (1) parcel of land approximately 0.155 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036105; and commonly known as 106 W. Willis Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0165 as described above.

BACKGROUND:

This request is the second step in the zoning process. The applicant has submitted a request to change the designated zoning district of their property in order to open a smoke shop. The base zoning for this site is designated as T5-Urban Center. The Smart Code does not list smoke shops as an allowed use. This use was previously defined as retail. In cases where a use is not included, staff defers to the Composite Zoning Ordinance for guidance. Staff considers the LC (Local Commercial) and GC (General Commercial) use components to be similar to T5.

During the June 20, 2024 meeting, City Council adopted an update to the Composite Zoning Ordinance that defined the Smoke Shop use and included it to be allowed by right in the LC (Local Commercial) use component with a restriction that the use is not within 1,000 feet from a public or private school measured from property line to property line. This site is located approximately 620 feet from Leander Independent School District's Leander Extended Opportunity (LEO) Center, located at 300 S. West Drive as shown in Attachment 6.

On January 3, 2025, the applicant emailed staff to inquire about the use of a smoke shop being permitted on this site. Staff responded confirming that the use would be allowed on the site. At the time of the email inquiry, the site was not fully evaluated for all applicable requirements such as distance requirements. A thorough review would have been performed during the review of the Change of Tenant application. On January 30, 2025, Code Enforcement performed a site visit after it was noticed that the smoke shop was operating without a Certificate of Occupancy. Staff visited with the business owner and landlord to discuss the next steps for this proposal, which included a Special Use Permit being approved to allow the use within 1,000 feet from a public or private school. The business has remained closed since the site visit.

GENERAL INFORMATION:

Current Zoning: T5-Urban Center

Size and Location: The property is located at 106 W. Willis Street, including approximately 0.155 acres.

Surrounding Area: This property is located east of the Pat Bryson Municipal Building, attached to the Leander Beer Market. North of the site is Maggie Mae's. The Thirsty Chicken is located to the east.

Previous Zoning Cases:

The City initiated zoning case Z-22-0004 which requested a zone change from T4-Transect to T5-Urban Center and was approved on May 5, 2022.

Zoning Case 21-TOD-SU-005 requesting a Special Use Permit for a tattoo parlor was approved on December 16, 2021 with a 10-year term.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories

OLD TOWN

- Old Town as a future development category is intended for a mix of uses that keeps Leander historic center interesting and dynamic. New development and redevelopment within Old Town should be designed in harmony with the existing character that acknowledges Leander's heritage. This includes older buildings and historic, contributing structures along with a mix of new and adaptive reuse buildings.

Old Town buildings are to be activated towards the street, encouraging walkability, eating establishments, central gathering spaces, and civic conversation. Old Town is scaled-down urban without on-site parking requirements, high impervious cover yet green space, street tree canopy and safe mix of vehicles and pedestrians. Old Town character includes small businesses, professional office, entertainment, shopping, arts and culture elements, and civic activity, each contributing to daytime and evening buzz.

An assortment of residential is suitable and encouraged based on the context, focused on a balance of scale between building, site and streets. In the core, urban lofts and townhouses are appropriate; in the south and east districts, across US 183, attached and detached housing may be appropriate with design context and limitations.

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200 feet, 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 feet as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500 feet is also required to be contacted.

The applicant canvasses the area and spoke with neighbors that were within 500 feet of the site. There were a few homes that were vacant and no one was available. The properties that are zoned residential were also mailed a notice. No comments/concerns were discussed following the outreach.

Please see the full report from the applicant attached as Exhibit 7.

HISTORY/TIMELINE:

08/04/2005 – SmartCode Adopted

05/05/2022 – Zoning Approved

12/26/2021 – SUP Approved

05/08/2025 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Paradox 2025, LLC. (Sayed Khalid Sadat) on behalf of Krasniqi Real Estate Holdings, LLC. (Taulant Krasniqi).

RECOMMENDATION:

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

1. Approve the proposed Special Use Permit to allow a smoke shop with a time limit of five (5) years;
2. Approve the proposed Special Use Permit to allow a smoke shop with a time limit of five (5) years with the following conditions:
 - a. The exterior of the building shall remain in character with the SmartCode and Old Town.
 - b. Additional exterior signage shall be limited to signage to be consistent with the SmartCode and Old Town.
3. Deny the proposed Special Use Permit to allow a Smoke Shop; or
4. Approve an alternative request that may include modifications to the Special Use Permit such as limited hours, signage, or time limits.

Staff recommends Option 2 listed above – approve the Special Use Permit to allow a smoke shop with additional standards that require that the exterior of the building and signage shall remain in character with the SmartCode and Old Town. The purpose in the conditions is to ensure that the exterior is not changed in a way to add bright colors or signage that would be enticing to young people or children. Staff made this recommendation based on feedback on the City Council regarding smoke shops within 1,000 feet from a public or private school.

During the meeting of May 8, 2025, the Planning & Zoning Commission recommended approval as presented by staff.

PRESENTER:

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

Attachments:

1. Z-25-0165 Att 1 Letter of Intent - Paradox Smoke Shop SUP
2. Z-25-0165 Att 2 Current Zoning - Paradox Smoke Shop SUP
3. Z-25-0165 Att 3 FLU Map - Paradox Smoke Shop SUP
4. Z-25-0165 Att 4 Public Notification - Paradox Smoke Shop SUP (1)
5. Z-25-0165 Att 5 Aerial Map - Paradox Smoke Shop SUP
6. Z-25-0165 Att 6 Distance Buffer - Paradox Smoke Shop SUP
7. Z-25-0165 Att 7 Neighborhood Outreach - Paradox Smoke Shop SUP
8. Z-25-0165 Att 8 Ordinance - Paradox Smoke Shop SUP
9. Z-25-0165 Att 9 5-8-2025 P & Z Minutes



February 28, 2025

City of Leander

Re: Letter of Intent, Paradox Smoke Shop, 106 West Willis Street, Suite B, Leander, Texas 78641

Dear City Council Members:

My client, Paradox Smoke Shop, is in the process of requesting a special use permit to allow the Smoke Shop to operate as a business at the address listed above. We have determined, through meetings with the City of Leander Planning Department that the property is zoned appropriately. However, the Smoke Shop is within 1,000 feet of Leander ISD which requires the special use permit process. Also, please be aware that the 7/11 at the corner of US Hwy 183 and W. South Street sells similar products and that property adjoins Leander ISD.

Additionally, I have attached the email chain with the planning department discussing the zoning. If you have any questions or would like to discuss this project further please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, reading 'William A. Davies', with a stylized flourish at the end.

William A. Davies, AIA
President

Subject: Fwd: 106 W Willis Street - zoning inquiry
Date: Tuesday, February 4, 2025 at 12:07:28 PM Central Standard Time
From: Beer Market
To: Will Davies
Attachments: image003.png, image004.png, image001.png, image002.png, image005.png

----- Forwarded message -----

From: **S&S Corporation** <sscorporation.elite@gmail.com>
Date: Tue, Feb 4, 2025, 11:45 AM
Subject: Fwd: 106 W Willis Street - zoning inquiry
To: leanderbeer@gmail.com <leanderbeer@gmail.com>

----- Forwarded message -----

From: **Subhan Shahid** <subhanshahid225@gmail.com>
Date: Thu, Jan 30, 2025, 5:08 PM
Subject: Fwd: 106 W Willis Street - zoning inquiry
To: <Sscorporation.elite@gmail.com>

----- Forwarded message -----

From: **Cory Dale** <CDale@leandertx.gov>
Date: Fri, Jan 3, 2025 at 10:49 AM
Subject: [106 W Willis Street](#) - zoning inquiry
To: Subhan Shahid <subhanshahid225@gmail.com>
CC: All Planning Personnel <Planning@leandertx.gov>

Good morning Subhan,

Staff presents the below information per request:

- Site is zoned T5 transect within SmartCode zoning.
- Per Table 6F of the SmartCode (specific function and use permitted within transect zones) the retail sale of new goods is allowed. The sale of hookah/smoke products, CBD, and vape products would be considered new goods.

SmartCode hyperlink:

<https://www.leandertx.gov/368/SmartCode>

If you are proposing a different use type than described below, please provide additional details on your smoke shop (i.e. lounge area or other uses not defined). From the current zoning and based on the above assumption of use, the smoke shop would be allowed as a tenant infill at [106 W Willis Street](#).

Kind regards,

Cory Dale

Senior Planner



📍: [201 North Brushy Street, Leander, TX 78641](#)

☎: (512) 528-2712

✉: cdale@leandertx.gov

🌐 Visit us online at <https://www.leandertx.gov>

From: Subhan Shahid <subhanshahid225@gmail.com>

Sent: Thursday, January 2, 2025 9:42 AM

To: All Planning Personnel <Planning@leandertx.gov>

Subject: Zoning Inquiry

Caution: This is an external email. DO NOT access links or attachments unless you know the sender and contents are safe. When in doubt, please notify IT Department staff.

Good Morning.

I am reaching out to obtain information on opening up a smoke shop in the city of Leander at [106 W Willis St Suite C](#).

I see there was previously a smoke shop there but it has been shut down. The vacant location is connected to a Bar and right across the street from City of Leander Office Building and Municipal Hall and I am just asking if the city is ok with us opening up a smoke shop there without any issues from the city.

Please respond and let me know if we are ok with moving forward and give me a call at (225) 439-9750 if there are any concerns or questions you guys might have.

Thank You!



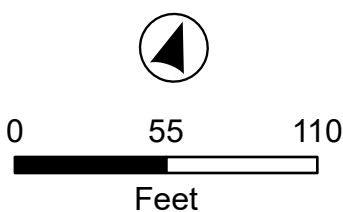
CASE: Z-25-0165

ATTACHMENT 2

PARADOX SMOKE SHOP
SPECIAL USE PERMIT

Current Zoning

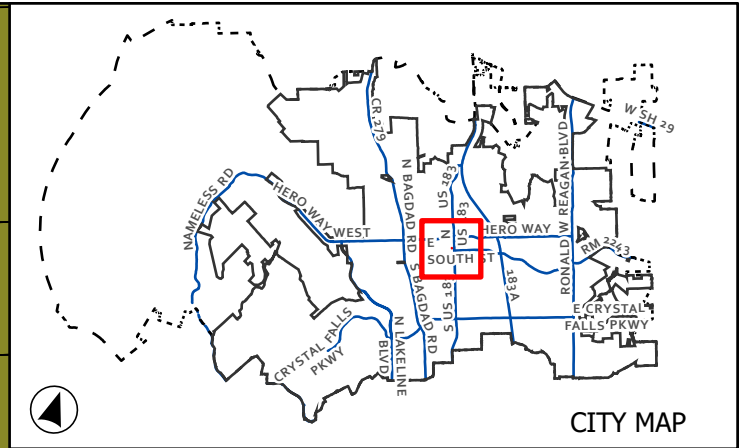
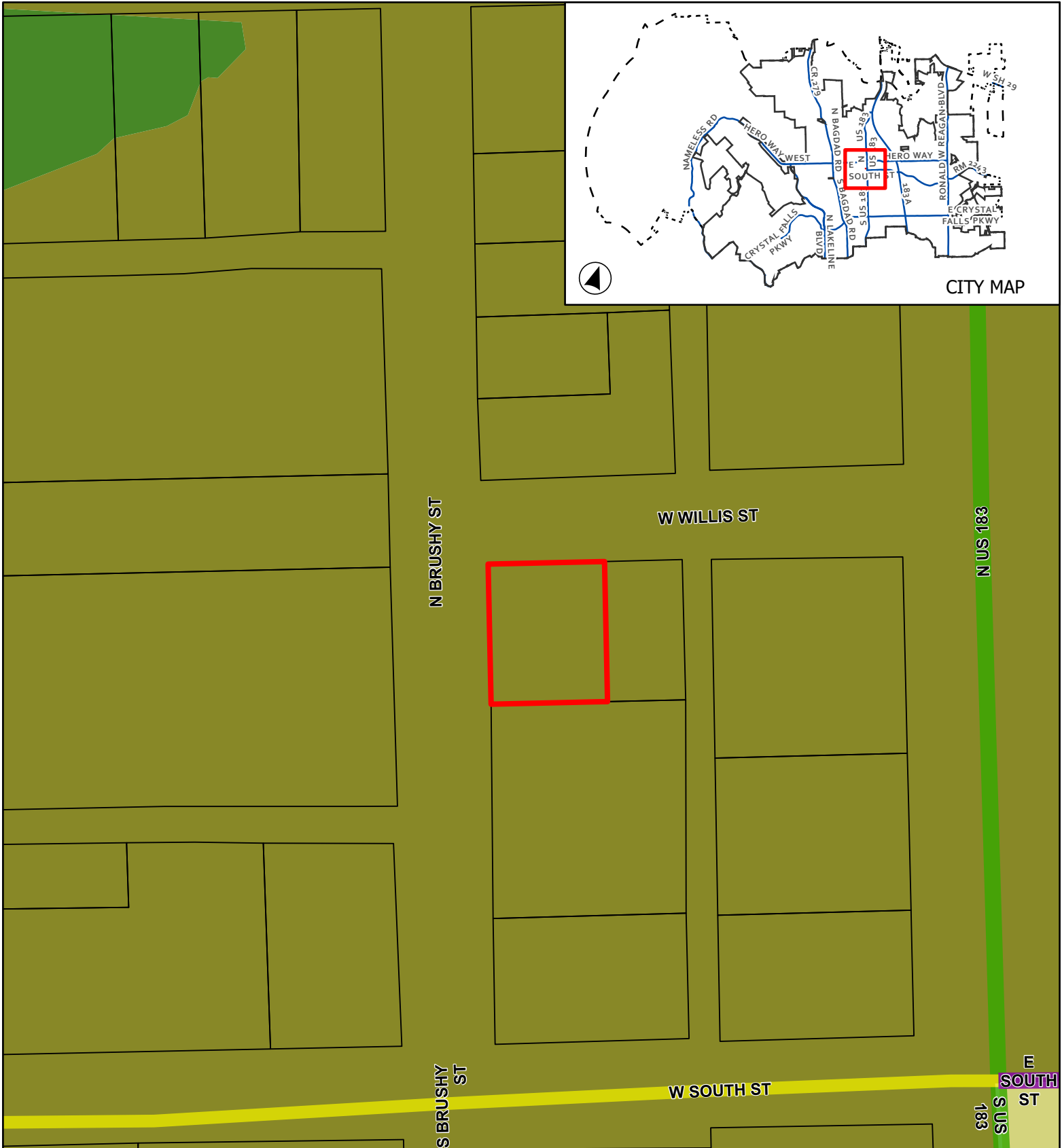
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



- City Limits
- ETJ
- Subject Boundary

Current Zoning

- GC - General Commercial
- Civic Building
- T5 - Urban Center



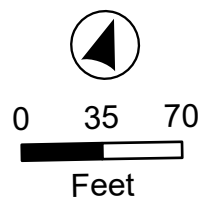
CASE: Z-25-0165

ATTACHMENT 3

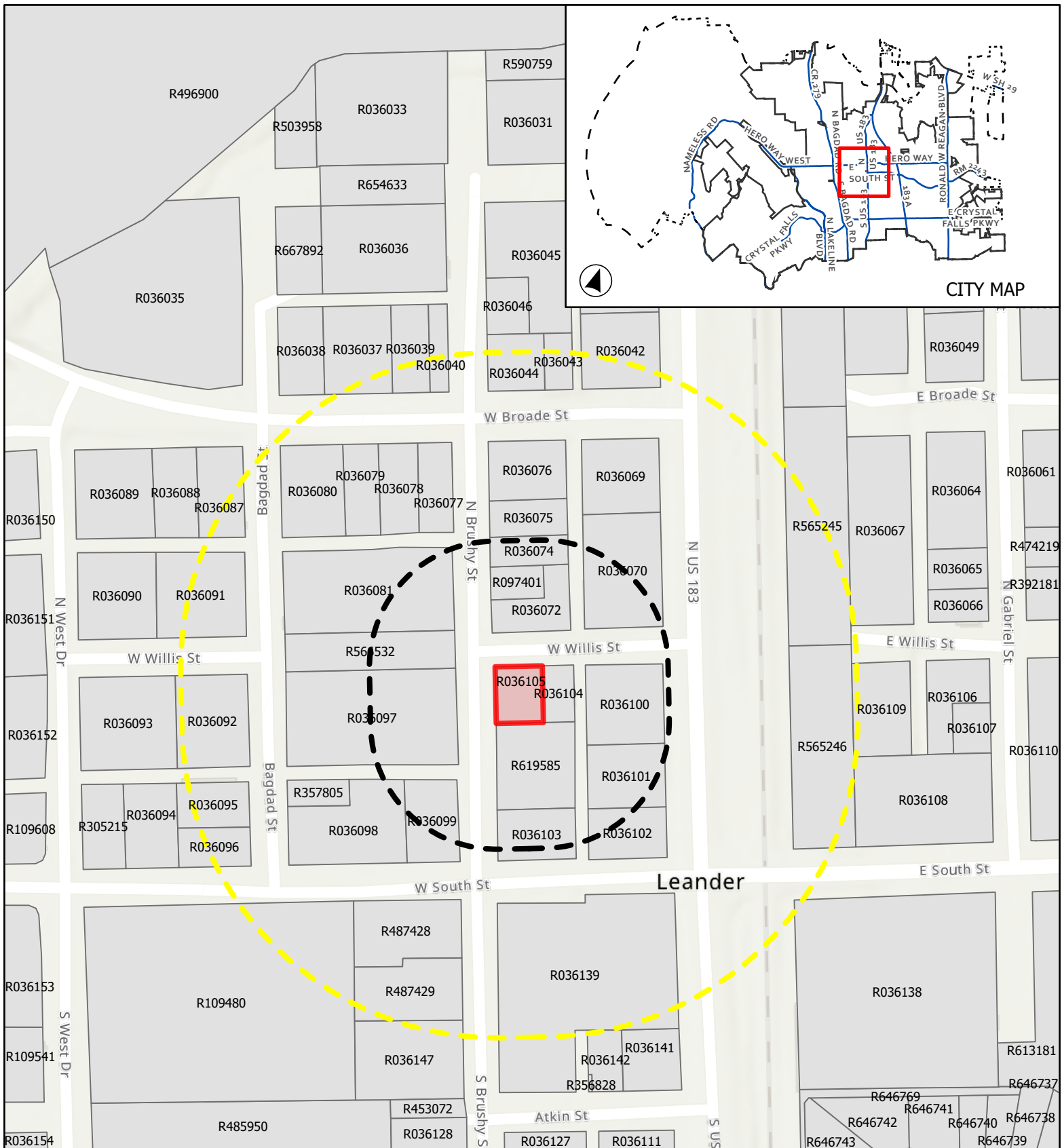
PARADOX SMOKE SHOP
SPECIAL USE PERMIT

Future Land Use 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.



- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Arterial 6 Lane, Existing
- Arterial 4 Lane, Existing
- Collector, Existing
- Old Town
- Urban Mixed Use
- Greenway



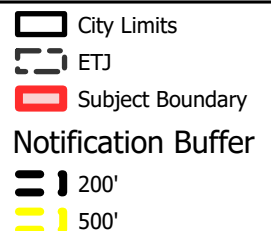
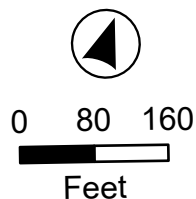
CASE: Z-25-0165

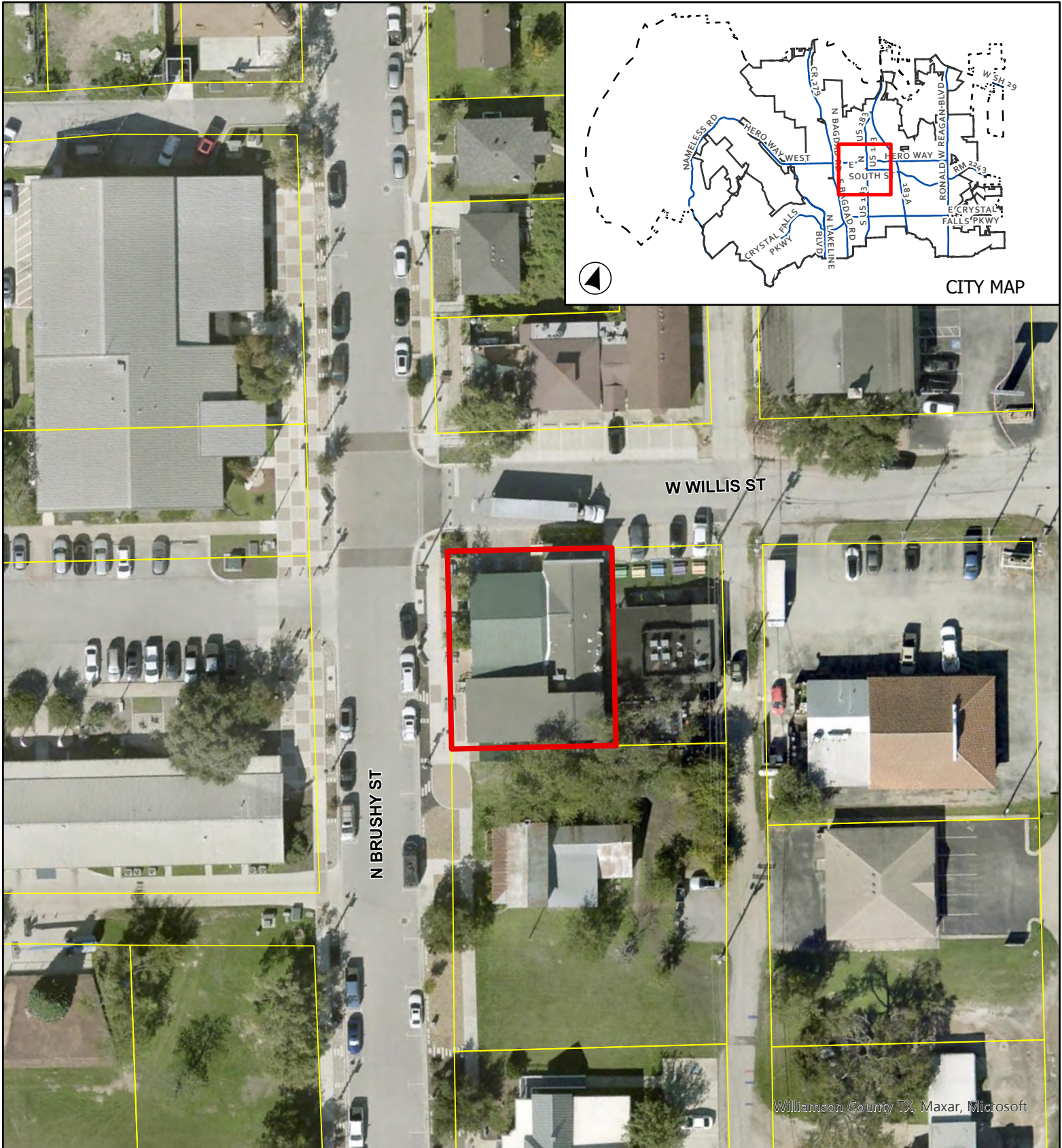
ATTACHMENT 4

PARADOX SMOKE SHOP
SPECIAL USE PERMIT

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.





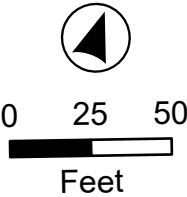
CASE: Z-25-0165

ATTACHMENT 5

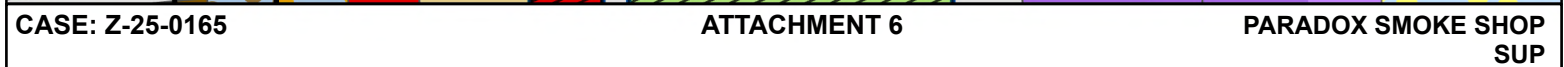
PARADOX SMOKE SHOP
SPECIAL USE PERMIT

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



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.



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 Owner walked door to door to speak with the surrounding neighbors. Furthermore, letters have been mailed

to the residential property owners within 500' Please refer to attached list of addresses that letters were sent

The Owner went door to door and the owners at the below 4 properties could not be notified. The owner checked with the surrounding neighbors and determined the below 4 properties stayed vacant from a long time.

Property ID: R036075 , Property ID: R036076 , Property ID: R036079 , Property ID: R036087

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.

Please see attached list of property owners. (Updated Property Owners List attached)

3. What concerns were raised during these communications?

None.

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

None.

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

Signature: _____



Date 02/17/2025

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY APPROVING THE PARADOX SMOKE SHOP SPECIAL USE PERMIT TO ALLOW FOR A SMOKE SHOP; 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 0.155 acres ±; being more particularly described in Exhibit "A"; more commonly known as 106 W. Willis Street; identified by Williamson Central Appraisal District tax identification number R036105; more particularly described in Instrument Number 20211692229; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Special Use Permit is hereby approved to allow a smoke shop as conceptually shown in Exhibit "A". The term of this permit shall be limited to a time frame of 10 years. At the end of this term, the applicant has the ability to request an extension.

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 5th day of June, 2025.

FINALLY PASSED AND APPROVED on this the 16th day of June, 2025.

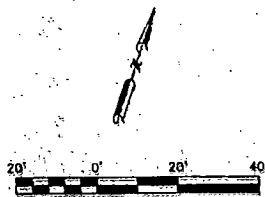
ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

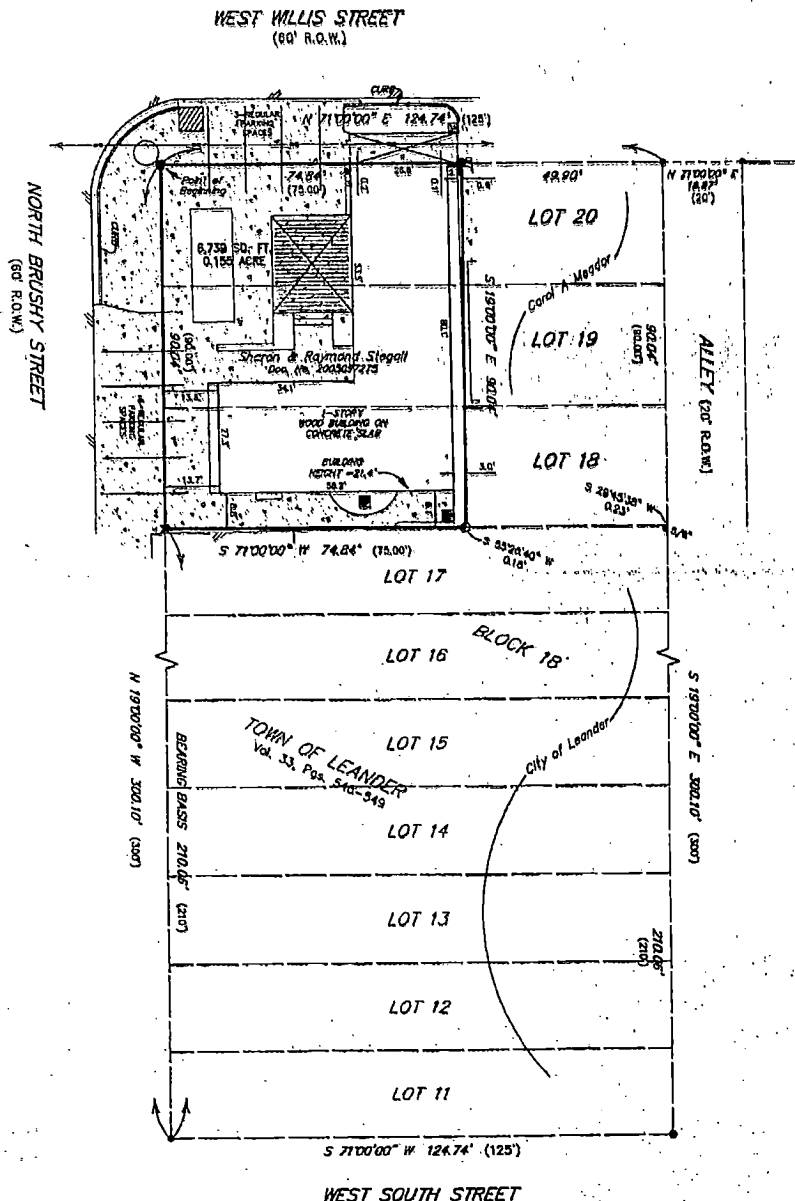
Address 100 West Villa Street Reference David Incegar
West 75 feet of Lot No(s). 10-20, Block(s) 10, Town of Lander, a subdivision in
City of Lander, Williamson County, Texas, of Record in Vol. 35, Pages 348-349
of the Deed Records of Williamson County, Texas.



ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 8, TOWN OF LEANDER, WILLIAMSON COUNTY, TEXAS; BEING THE WEST SEVENTY-FIVE (75) FEET OF LOTS 18-20, BLOCK 18, TOWN OF LEANDER, AS RECORDED IN VOLUME 33, PAGES 548-549 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THENCE, with the east right-of-way line of North Brushy Street, N18°00'00" in a distance of 80.04 feet to the POINT OF BEGINNING, and containing 0.155 acre (6,739 square feet), more or less.

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2011 Minimum Standards Data Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 6-9, 7(a), 11(a), 13 and 14, of Table A thereof. The field work was completed on the 21st day of July, 2011.



●	1/2" IRON ROD FOUND (UNLESS NOTED)	#	UNKNOWN VALVE
✕	PURCH MARK FOUND IN CONCRETE	U	UNKNOWN VALVE BOX
○	COTTON GUN SPINDLE FOUND	W	WATER METER
○	PURCH MARK SET IN CONCRETE		OVERHEAD UTILITIES,
○	1/2" IRON ROD SET W/4" CAP		EDGE OF ASPHALT
()	STAMPED "TERRA FIRMA"		AREA OF CONCRETE
■	RECORD INFORMATION		AREA OF WOOD STAGE
■	A/C UNIT		AREA OF HAND-DUG RAMP
■	CLEANOUT		



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 8, 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 Joseph Morales.
3. Swearing in of Planning & Zoning Commissioner Karen Lewis.
4. Director's report to the Planning & Zoning Commission on action taken by City Council on the May 1, 2025 meeting.
5. Review of meeting protocol.
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.]

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve Consent Agenda items 7-10.

By: Board Member Lantrip
Seconded: Board Member Mahan

Vote: 6-0

7. Approval of the minutes for meeting held on April 24, 2025.
8. Approval of the extension of the application expiration for Subdivision Case FP-23-0081 Gabriels Horn Development; more particularly described by Williamson Central Appraisal District Parcels R473804,

R500871, R022218, and R500872, generally located northwest of the intersection of Ronald W. Reagan Boulevard and Gabriels Horn Road, Leander, Williamson County, Texas.

9. Approval of the extension of the completion of Subdivision Case PICP-22-0008 regarding the water and wastewater improvements along 3219 N. Lakeline Boulevard, more particularly described by Williamson County, Texas.
10. Approval of the extension of the application expiration for Subdivision Case PICP-22-0020 Northline Block O Construction Plans; more particularly described by Williamson Central Appraisal District Parcels R517094 and R031604, generally located southwest of the intersection of Main Street and William Parker Street, Leander, Williamson County, Texas.
11. Approval of the extension of the application expiration for Subdivision Case PICP-23-0079 regarding Gabriels Horn Development on three (3) parcels of land 16.372 acres $\pm$ in size, more particularly described by Williamson County Appraisal District Parcels R473804, R500871, R022218, and R500872; generally located Williamson, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

12. Conduct a Public Hearing regarding Special Use Case Z-25-0165 to consider action on a Special Use Permit to allow for a smoke shop on one (1) parcel of land approximately 0.155 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036105; and commonly known as 106 W. Willis Street, Leander, Williamson County, Texas. Applicant/Agent: Paradox 2025, LLC. (Sayed Khalid Sadat) on behalf of Krasniqi Real Estate Holdings, LLC. (Taulant Krasniqi).

- Discuss and consider action regarding Zoning Case Z-25-0165 as described above.

Public Hearing opened at 6:08 p.m.; Public Hearing closed at 6:10 p.m.; following discussion.

Anita Chumnanvech, 708 Palamos Drive, Leander, TX 78641, spoke against the request.

Motion to deny Zoning request Z-25-0165.

By: Board Member Mahan

Seconded: Board Member Lantrip

Vote: 5 - 1 (Board Member Calame)

13. Conduct a Public Hearing and consider action regarding Ordinance Case OR-25-0030 to amend the Composite Zoning Ordinance to adopt standards and a permitting process associated with micro-trenching, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-25-0030 as described above.

Public Hearing opened at 6:42 p.m.; Public Hearing closed at 6:44 p.m.; following discussion.

Bird Holmquist, 816 Congress Ave, Suite 1100, Austin, TX 78701 spoke in favor of the request.

Motion to approve Ordinance case OR-25-0030.

By: Board Member Calame

Seconded: Board Member Lewis

Vote: 6-0

REGULAR AGENDA

14. Discuss and consider action on Tree Removal Case TRP-25-0036 regarding the removal of six (6) Significant Trees associated with the Techtown Office Warehouse Site Development Project (SD-24-0250), commonly known as 2901 Hero Way, Leander, Williamson County, Texas.

Motion to approved Tree Removal Permit TRP-25-0036; following discussion.

By: Board Member LeDay

Seconded: Board Member Lantrip

Vote: 6-0

15. Adjournment
Meeting adjourned at 7:11 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Discuss and consider action on a waiver to the residential phasing plan requirements for Subdivision Case CP-25-0043 Lost Woods Estates Concept Plan on one (1) parcel of land 28.12 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R338811; and generally located southeast of the intersection of CR 175 and Mineral Drive, Leander, Williamson County, Texas.

BACKGROUND:

On January 2022, the City Council approved an update to the Subdivision Ordinance and Chapter 13 Utilities which added provisions for development phasing in response to the City's water concerns. The City Council conducted their annual review of the changes in January 2024 and determined that the phasing for residential development is still necessary.

This proposal is for the approval of the Lost Woods Estates Phasing Plan, which would allow for the development of 79 residential units in one phase. Chapter 13 Utilities requires that a phasing plan is required when a subdivision includes more than 30 lots or units.

Sec. 13.12.002. - Development phasing plan required.

A development phasing plan is required for any subdivision within the city limits and extraterritorial jurisdiction that includes more than thirty (30) lots or units. The development phasing plan for the subdivision must be approved by the city council before a subdivision concept plan will be approved.

This concept plan includes 28.12 acres of residential development, private parkland and future right-of-way dedication along CR 175. During the December 19, 2024 meeting, the City Council approved both the annexation and zoning of this tract.

HISTORY/TIMELINE:

12/19/2024 – Annexation Approved

12/19/2024 – Zoning Approved

APPLICANT/AGENT:

Kimley-Horn (Kyle Marquez) on behalf of M/I Homes of Austin, LLC. (Derek Baker)

RECOMMENDATION:

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

1. Approve the proposed waiver to the residential subdivision phasing requirements; or
2. Deny the proposed waiver to the residential subdivision phasing requirements. This action would require the applicant to revise their plan and present a phasing plan to the City Council.

Staff recommends Option 1 listed above – Approve the proposed waiver to the residential subdivision phasing

requirements. Staff made this recommendation based on total lot count for this subdivision. This subdivision includes 79 lots and phasing the development would not have a significant impact but would provide challenges as part of the development.

PRESENTER:

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

Fiscal Impact

Attachments:

1. CP-25-0043 Att 1 Waiver Request - Lost Woods Estates
2. CP-25-0043 Att 2 Location Map - Lost Woods Estates
3. CP-25-0043 Att 3 Phasing Plan - Lost Woods Estates



April 15, 2025

Michael Chenausky
Development Services Department
City of Leander
105 N Brushy Street
Leander, Texas 78641

**RE: Phasing Waiver Request for the Concept Plan CP-25-0043 – Lost Woods Estates
Approximately 28.13 acres of land located at 2855 CR 175 (WCAD R338811) (the
“Property”)**

Dear Mr. Chenausky:

As representatives of the owner/developer of the above stated Property, Kimley-Horn respectfully submits this request to waive the phasing requirement on the Concept Plan on the subject property. In City of Leander Code of Ordinances – Chapter 13 Article 12 – Development Phasing Plan; discusses the purpose and requirements for a phasing plan. Noting any subdivision with more than 30 lots will submit a proposed development phasing plan with the concept plan application.

The proposed subdivision currently includes 79 lots. The site will have frontage along an existing 4-Lane Arterial, allowing for quick and seamless development and construction. Implementing phasing would unnecessarily increase construction costs and extend the total disturbance time. The layout of the public streets and lots connect seamlessly with existing local and arterial roads and its existing median turn bay opening.

Therefore, we request a waiver from the requirement to phase sites with more than 30 homes.

We hope this information is sufficient for your approval. Thank you for your time and attention to this project. Please do not hesitate to contact me if you have any questions.

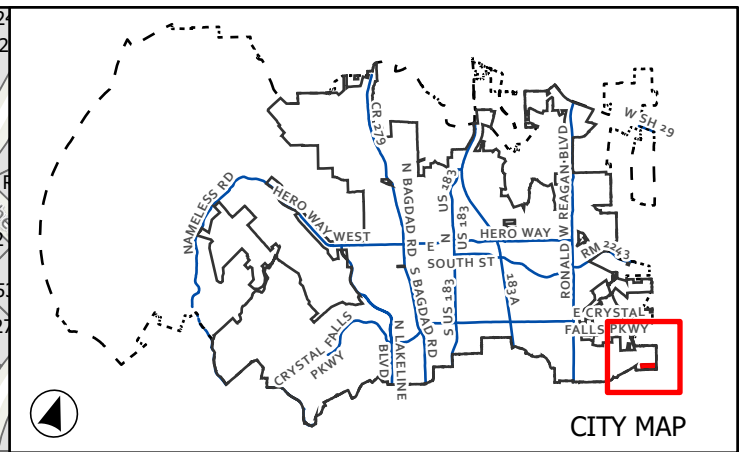
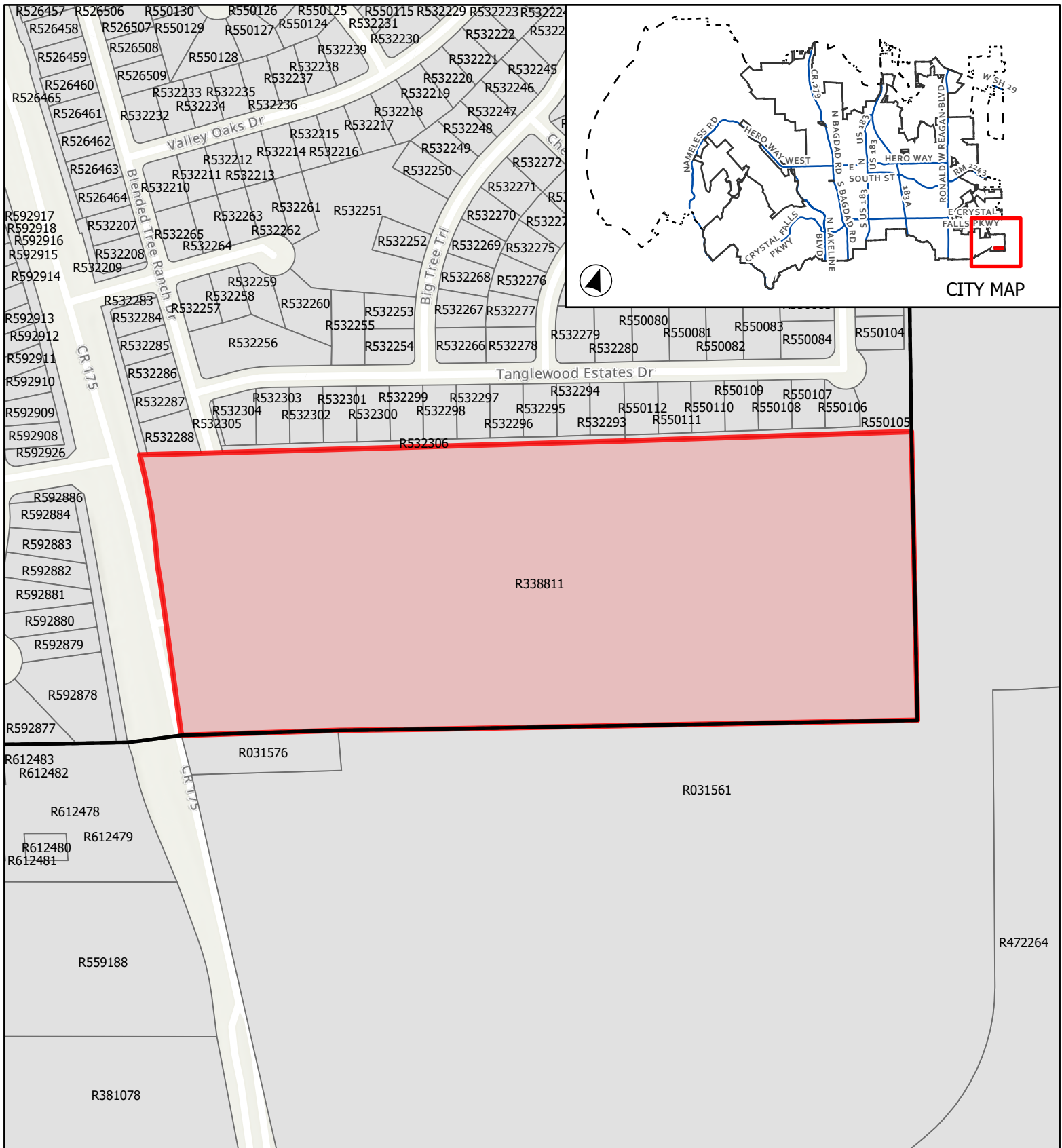
Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle Marquez'.

Kyle J Marquez, PE

737 202 3218

Kyle.marquez@kimley-horn.com



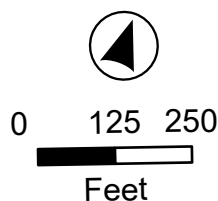
CASE: CP-25-0043

ATTACHMENT 2

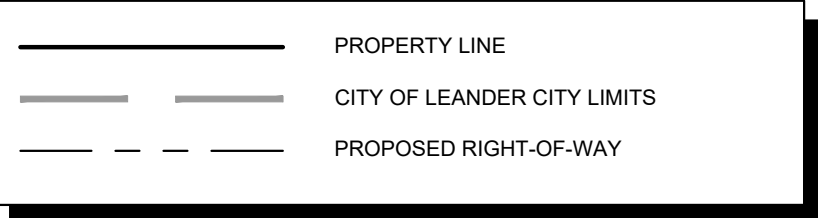
LOST WOODS
ESTATES

Location 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.



- City Limits
- ETJ
- Subject Boundary



PROPERTY LINE
CITY OF LEANDER CITY LIMITS
PROPOSED RIGHT-OF-WAY

CITY OF LEANDER CITY LIMITS

WILLIAMSON COUNTY
DOC# 2006065107
OPRWCT .

CAVE SITE BUFFER

19.53 ACRES
79 SINGLE FAMILY LOTS
79 WATER LUE'S
ZONING: SFS-2-B
ANTICIPATED DEVELOPMENT
YEAR 2025

APPROXIMATE EXISTING
8" WASTEWATER LINE

ANTICIPATED WASTEWATER CONNECTION

APPROXIMATE EXISTING
12" WATER LINE

ANTICIPATED
WATER
CONNECTION

APPROXIMATE BLENDED TREE RANCH DRIVE CONNECTION

KARST SITE BUFFER

CITY OF LEANDER CITY LIMITS

CITY OF LEANDER
CITY LIMITS

AVUA HOLDINGS LLC AND VD
INVESTMENTS & MANAGEMENT, LLC
DOC# 2006065107
OPRWCT

WILLIAMSON COUNTY
DOC# 2006065107
OPRWCT

LOST WOODS
ESTATES
CITY OF LEANDER
WILLIAMSON COUNTY, TEXAS

SHEET NUMBER
2

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
11 SAUSTIN AVE #1310, GEORGETOWN, TX 78626
PHONE: 512-520-0768

TEXAS REGISTERED ENGINEERING FIRM F-928

3/24/2025

KHA PROJECT 067783188	DATE 3/2025	SCALE: AS SHOWN	DESIGNED BY: KJM	DRAWN BY: KJM	CHECKED BY: AEC
--------------------------	----------------	-----------------	------------------	---------------	-----------------

CONCEPT PLAN

No.	REVISIONS	DATE	BY
-----	-----------	------	----

DATE	BY
------	----

VISIONS

REV

No.

Plotted By: Marquez, Kyle Date: March 24, 2025 04:41:29pm File Path: K:\GEO_Civil\067783185 - MI Homes Leander Simpson Tracts\Cad\ Preliminary\Plan Sheets\C-Concept Plan.dwg

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of or improper reliance on this document without written authorization and adaptation by Kintley-Horn and Associates, Inc. shall be without liability to Kintley-Horn and Associates, Inc.



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Discuss and consider action on Development Agreement Case DA-24-0020 Messina Office & Retail Development Agreement between Windy Terrace Phase 8, LLC and the City of Leander to establish a reimbursement agreement for the construction of S. Chitalpa Street for a property located on one (1) parcel of land 15.4067 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R462742; and generally located 1,000 feet to the southeast of the intersection of 183A Toll Road and Bulbine Drive, Leander, Williamson County, Texas.

BACKGROUND:

The applicant is proposing to develop the Subject Property as a commercial retail center. The proposed Chitalpa Street is located on the eastern boundary of the property and will extend the existing Chitalpa Street southward along the eastern edge of the property for approximately 904 feet.

The adjacent property to the east is developed as the Bryson Subdivision and includes the dedication of half of the right-of-way (ROW) for Chitalpa Street. As part of the development process, the Bryson developer paid a fee towards the construction of Chitalpa Street in the amount of \$268,434.00 since they only dedicated half of the ROW. The payment to the City by the Bryson Subdivision will cover the City's portion and the City's participation will not exceed the amount collected. The developer of the subject tract will be responsible for any overages.

The applicant for the Messina Office & Retail Center is ready to start development, and they have included the dedication for the remainder of the ROW. The applicant is planning to construct the entire section of Chitalpa Street and the City will allocate the funds collected to support this proposed Chitalpa Street extension project.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Windy Terrace Phase 8, LLC

RECOMMENDATION:

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

1. Approve the requested Development Agreement;
2. Deny the requested Development Agreement; or
3. Approve alternative deal points associated with the Development Agreement.

Staff recommends Option 1 listed above – Approve the requested Development Agreement. Staff made this

recommendation because we have collected funds for the east half of the ROW and since the developer will be building the entire road, we would need to provide them with the funds for the remainder.

PRESENTER:

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

Fiscal Impact

Attachments:

1. DA-24-0020 Att 1 Messina Office & Retail Agreement
2. DA-24-0020 Att 2 Messina Office & Retail - Location Map

DEVELOPMENT AND COST PARTICIPATION AGREEMENT FOR PUBLIC IMPROVEMENTS – MESSINA OFFICE & RETAIL

This Development and Cost Participation Agreement for Public Improvements – Messina Office & Retail (the “**Agreement**”) is made, entered into, and effective as of the ____ day of _____, 2025 (the “**Effective Date**”) by the City of Leander, a Texas home-rule city (the “**City**”), and Windy Terrace Phase 8. LLC, a Texas limited liability company (the “**Developer**”). The City and the Developer are herein referred to together as the “**Parties**”.

Recitals

Whereas, the Developer is planning future development, including a public infrastructure improvement plan to dedicate one-half of the right of way for the extension of Chitalpa Street to serve the 183A Commercial Condominiums (the “**Development**”) located on that certain approximately 15.4067 acre tract of land located in being approximately Leander, Williamson County, Texas, as more particularly described in the plat recorded in Document 2025000433 of the Official Property Records of Williamson County, Texas (the “**Property**”); and

Whereas, the Developer has requested to construct the entirety of the Chitalpa Street extension that will be dedicated for City ownership, maintenance, and operation after completion in accordance with the City’s regulations (the “**Project**”) and be reimbursed for one-half of the total cost of construction for the Public Improvements; and

Whereas, the City desires to contract with the Developer to have the Project constructed and Developer reimbursed subject to the conditions contained herein; and

Whereas, the City ordinances require the Developer to construct one-half of Chitalpa Street, which is the portion of Chitalpa Street required to be constructed pursuant to City ordinances and due to the roughly proportionate impact of the Development on the City’s roadway infrastructure; and

Whereas, this contract is made pursuant to Subchapter C, Chapter 212, Texas Local Government Code, which authorizes an exception to Chapter 252, Texas Government Code, for contracts made with a developer of land in the City to construct public improvements, and which authorizes the City to participate in up to one-hundred percent (100%) of the total cost for any oversizing of improvements required by the City, including but not limited to increased capacity of improvements to anticipate other future development in the area; and

Whereas, the City Engineer has reviewed and approved the contractor’s bid to construct the Project which is attached hereto as **Exhibit A**; and

Whereas, the City is liable only for the agreed payment of its share of the contract for construction of the Project as set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

Article I. Recitals; Consideration

1.01. Recitals. The foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

1.02. Consideration. The benefits to the Parties, being the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Article II. The Chitalpa Street Extension Project

2.01. The Chitalpa Street Extension Project. The Chitalpa Street extension project (the “**Project**”) consists of the construction of the extension of Chitalpa Street beginning from the point where Chitalpa Street currently terminates at its intersection with Arrel Cactus Drive and extending approximately 904 linear feet southward along the route approved by the City and shown in the construction plans approved by the City, which are PICP-24-0128 (the “**Project Construction Plans**”). The “**Project**” and shall also include all necessary improvements and appurtenances required for the Project to function efficiently, including but not limited to drainage facilities, and comply with all applicable federal, state and local rules, regulations and standards, Project Construction Plans, and good design and engineering practices. In the event of a conflict between the description of the Project in this Agreement and the Project Construction Plans, the Project Construction Plans shall control.

2.02. Timely Completion. The Developer shall complete and obtain City acceptance of the Project on or before January 15, 2027. No final plat of land out of the Property will be recorded until the Project is completed by the Developer or the Developer posts with the City fiscal surety that complies with the City’s subdivision regulations to guarantee completion of the Project. The Project shall be designed and constructed in accordance with the approved construction plans, this Agreement, applicable local, state, and federal regulations, and good design and engineering practices.

Article III. Contract for the Project

3.01. Bidding the Project. The City shall participate in the cost of constructing the Project under Subchapter C, Chapter 212, Texas Local Government Code, and as provided in this Agreement. The contract shall contain an indemnification clause in the City’s favor containing language approved by the City Attorney and shall require the contractor to carry insurance with limits set forth in the City’s standard construction contracts, naming the City as an additional insured.

3.02. Payment and Performance Bonds Required. The Developer shall execute payment and performance bonds in a form approved by the City to ensure completion of the Project and payment of subcontractors as required by Subchapter C, Chapter 212, Texas Local Government Code.

Article IV. Cost of the Project; Reimbursable Project Costs

4.01. Project Facilities Costs and Expenses. Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and, construction of the Project and shall be entitled to payment for a portion of the Reimbursable Project Costs of the Project (defined in Section 4.02 below) from the City subject to the provisions and limitations set forth in this Agreement. The Developer shall not receive any rebate, payment, or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property; except that that Developer shall be eligible to receive payment up to the amount of the Reimbursable Project Costs as provided in this Agreement.

4.02. Reimbursable Project Costs; Records.

(a) The “**Reimbursable Project Costs**” for the Project shall be the lower of: (a) Two Hundred Sixty Eight Thousand Four Hundred Thirty-Four Dollars and 00/100 (\$268,434) ; or (b) fifty percent (50%) of the actual cost paid by the Developer to construct the Project, excluding the water and wastewater improvements. The City shall pay the Reimbursable Project Costs within thirty (30) days of completion and City acceptance of the Project. In no event shall the Reimbursable Project Costs exceed Two Hundred Sixty Eight Thousand Four Hundred Thirty-Four Dollars and 00/100 (\$268,434.00). In calculating the Reimbursable Project Costs, water and wastewater improvements shall be excluded.

(b) The Developer shall maintain complete books and records showing all invoicing and payments made for the Project, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of the City during normal business hours upon request made not less than five (5) business days prior to the date of the examination. The Company shall maintain such books and records throughout the term of this Agreement and store the same for four (4) years thereafter.

Article V. Additional Agreements and Performance

5.01. The City hereby agrees:

- (a) to coordinate with the Project Engineer on specific design requirements and specifications; and to review, and to approve and sign the plans and specifications for the Project in a timely manner, as appropriate;
- (b) to review and approve the plans, specifications and bids for construction of the Project as obtained for and on behalf of the City by Engineer and Developer, as appropriate;
- (c) during the course of the Project, to perform all inspections of the Project in a timely manner; and to approve the Project in a timely manner if constructed in accordance with the City approved plans and specifications;
- (d) after completion and final acceptance by the City of the Project as constructed, to accept

the Project.

5.02. Developer hereby agrees:

- (a) to contract with the Project Engineer for the design, preparation of the plans and specifications, and the provision of the services anticipated to be performed by the Project Engineer for the Project pursuant to and in compliance with this Agreement;
- (b) to review and approve the plans and specifications for the Project (including the estimated cost of the Project), identify any design errors, defects or insufficiencies, and to advise the City Engineer as to any perceived error, defect or insufficiency prior to approving any such plans and specifications;
- (c) to enter into a contract with an appropriate contractor approved by the City pursuant to bids approved by the City and Developer for construction of the Project;
- (d) that any construction or development within the Property shall comply with the City's standards, rules, regulations and ordinances, or better;
- (e) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City, as amended from time to time, for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application fees, building permit fees, water and wastewater tap and use fees and capital recovery/impact fees (subject to the other terms of this Agreement), except as otherwise provided by this Agreement; and
- (f) to pay to the City all legal fees incurred by the City in negotiating and drafting of this Agreement.

Article VI. Miscellaneous Provisions

6.01. Assignment of Commitments and Obligations. Developer's rights and obligations under this Agreement may be assigned by Developer to one (1) or more purchasers of all or part of the Property; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

6.02. Term; Termination.

- (a) This Agreement shall terminate at such time that the City pays the Developer the Reimbursable Project Costs for the Project; provided that if the City elects not to proceed with the Project, the City may terminate this Agreement at any time prior to the date Developer enters into a contract for construction of the Project, which termination shall be effective on the thirtieth day after the City sends the Developer written notice of the City's intent to terminate the Agreement under this subsection 6.02(a).
- (b) The Parties further mutually agree that this Agreement shall be in full force and effect upon the date above first written, provided that the City may terminate this Agreement if Developer fails to comply with this Agreement or fails to meet any deadlines imposed by this Agreement or the City's ordinances subject to the notice and cure provisions in Section 6.03.

6.03. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance, mandamus, injunction, or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

6.04. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

6.05. Attorneys Fees. A party shall not be liable to the other party for attorneys' fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

6.06. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

6.07. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or

overcome such inability with all reasonable dispatch.

- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

6.08. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Leander
Attn: City Manager
105 N. Brushy St.
P.O. Box 319
Leander, Texas 78646-0319

with copy to:

Paige Saenz
The Knight Law Firm, LLP
223 W. Anderson Lane
Suite A-105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Windy Terrace Phase 8, LLC
Attn: Karl Haussmann, Member/Manager
2205 Townes Lane
Austin, TX 78703

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

6.09. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the

right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement to the extent such are allowed under Texas law, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

6.10. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

6.11. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

6.12. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

6.13. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

6.14. Binding Obligations; Recordation. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

6.15. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

6.16. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

6.17. Statutory Verifications.

(a) To the extent this Agreement constitute a governmental contract within the meaning of

Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

- (b) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- (c) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- (d) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly

owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

EXECUTED in multiple originals this the ____ day of _____, 20____.

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: Dara Crabtree

Title: City Secretary

By: _____

Name: Christine DeLisle

Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of _____, 20____, by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:
Windy Terrace Phase 8, LLC
a Texas limited liability company

By: _____
Name: Karl Haussmann _____
Title: Member/Manager

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 20____, by
_____, _____ of _____, a Texas
limited liability company, on behalf of said limited liability company.

(SEAL)

Notary Public, State of Texas

EXHIBIT “A”
The Approved Bid



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Receive presentation and accept the 2025 Leander Public Arts and Culture Master Plan.

BACKGROUND:

The Leander Public Arts and Culture Commission (LPACC) identified in 2023 the need for an updated Master Plan to reflect current-day needs as well as a 5-year vision/plan into 2030. The existing Master Plan was adopted in 2014 and was a 5-year plan until 2019. The Commissioners identified that an updated plan would best be provided through the assistance of a professional consultant and an RFQ was solicited for this purpose. A timeline of the process is included below.

This 2025 Master Plan was developed through input by community stakeholders, the LPACC, and the public. It helps achieve and assists in making recommendations to the City Council. The following areas are represented in the new plan along with the implementation plan:

- LPACC Vision, Mission, and Goals established.
 1. Vision: Leander is a ‘suburb with a heart’ where abundant, easily accessible arts and cultural experiences enrich residents’ lives and make the city an ideal place to call home.
 2. Mission: The City of Leander works to ensure that all residents have frequent opportunities to create and experience art and culture.
 3. Goals:
 - Increase the total number of arts and cultural experiences throughout Leander.
 - Ensure that arts and culture in Leander are inclusive and reflect the diversity of all who live here.
 - Identify ways the City can invest in making Leander beautiful, interesting and fun.
 - Create opportunities for family-focused arts and culture programming that enlivens all family members.
- Nine (9) Total Recommendations:
 1. Hire a second Special Events Coordinator to support additional City-led events.
 2. Hire a Public Art & Culture Coordinator to support the development and implementation of a professionalized Public Art Program and more robust cultural programming.
 3. Contract with local artists and other creatives to offer additional arts and culture classes at the community center and senior center.
 4. Convene local artists regularly through opportunities for education and networking.
 5. Actively recruit LPACC members from the community of local art teachers.
 6. Publicize LPACC’s Subcommittees and their meeting times, and actively seek community volunteers to serve on them.
 7. Cultivate community cultural leaders to take the lead on implementing cultural events, in partnership with as opposed to led by the City.
 8. Have LPACC members and other City leaders tour the nearby communities of Georgetown, Round Rock, Fredericksburg, and Cedar Park and learn from members of their arts communities what has been working well for them.

9. Understand the role a local Arts Council might play in Leander and consider how to facilitate such an organization over time.

HISTORY/TIMELINE:

04/2024 - Bid Solicitation RFQS 24-009 in April 2024.

07/03/2024 - Contract L00397 with Designing Local, Ltd. was executed in the amount of \$49,000.00 from Fund 75.

08/2024-11/2024 - Stakeholder and Commission input meetings held .

11/2024 - A website was established and a community input survey generated over 115 responses.

02/24/2025 - Draft Master Plan was presented to the LPACC Master Plan Subcommittee.

04/09/2025 - Draft Master Plan was presented to LPACC and approved.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends acceptance of the Master Plan as presented.

PRESENTER:

Greg Olmer, Assistant Director of Parks and Recreation

Sammy Panzarino, Chair of Leander Public Arts and Culture Commission

Fiscal Impact

Attachments:

1. Leander LPACC Master Plan

ADOPTED JUNE 2025



ARTS & CULTURE MASTER PLAN

City of Leander Parks and Recreation Department



TABLE OF CONTENTS

Acknowledgments	4
Executive Summary	7
Chapter 1: Project Overview	27
Chapter 2: About Leander	37
Chapter 3: Community Engagement	49
Chapter 4: Plan Recommendations	65
Appendices	89
Appendix No. 1: City of Leander Mission, Vision & Guiding Concepts	91
Appendix No. 2: Recommendation Implementation Table	97
Appendix No. 3: Public Art Guidelines	109

LEANDER CITY COUNCIL

Christine DeLisle, Mayor
Stephen Chang, Place 1
Michael Herrera, Place 2
David McDonald, Place 3
Na'Cole Thompson, Place 4
Andrew Naudin, Place 5
Becki Ross, Place 6

LEANDER CITY STAFF

Todd Parton, City Manager
Edwin Revell, Assistant City Manager
Ashlea Boyle, Director of Parks and Recreation
Greg Olmer, Assistant Director of Parks and Recreation

LEANDER PUBLIC ARTS & CULTURE COMMISSION (LPACC)

Mical Roy, Place 1
Keysha Bradford, Place 2
Nekosi Nelson, Place 3
Anna Yelaun, Place 4
Reddy Yeduru, Place 5
Sammy Panzarino, Place 6
Steve Kuwitzky, Place 7
Naruby Bollom, Place 9

ADDITIONAL STAKEHOLDERS

Bridget Brandt, Chamber of Commerce
Jennifer Jones, Local Artist & Former LPACC Member
Libby Bratt, Local Artist
Lisa Haynes, Former LPACC Member
George Quist, Former LPACC Member
Megan Liles, Leander ISD
Mike Brune, Co-founder, 5th Element Brewing

CONSULTANT TEAM

Amanda Golden, Managing Principal
Meredith Reed, Urban Planner





Executive Summary

Cultivating art and culture in the City of Leander, Texas — a friendly, inclusive, welcoming, and family-oriented place that invites endless possibilities.



The City of Leander has recently expanded the purview of its Public Arts Commission to include the city’s cultural activities, prompting a need to revisit the outdated 2014–2019 Leander Public Arts Master Plan and refresh its vision and goals. The Leander Public Arts & Culture Commission (LPACC), as it is now officially called, facilitated the creation of this five-year Arts & Culture Master Plan in partnership with the Leander Parks and Recreation Department and the national arts and culture consulting firm Designing Local. The recommendations in this plan arose from consultants’ assessment of Leander’s current political context, demographics, and arts and culture landscape; community survey results, and conversations with numerous local leaders in the arts and culture space.



Leander is among the fastest growing cities in the nation, and its population is increasingly diverse. The city has worked hard to accommodate this rapid pace of growth and change with wise investments in infrastructure and basic services. Community members engaged through this planning process, however, argued that quality of life investments are also warranted at this time. Leander’s arts and cultural offerings are currently anemic as compared to its neighboring communities, and residents are craving beauty, fun, and creative expression – in the place where they live, not in Austin or other places they have to drive to.

New city leadership has proven responsive to residents’ desire for investments that enhance their quality of life. The city has recently adopted new vision and mission statements and guiding principles that call for cultivating Leander’s atmosphere and culture, in ways that emphasize shared values and bring community members together. In particular, the city has declared a commitment to being a friendly, inclusive, welcoming, and family-oriented place that “invites endless possibilities.”

To that end, the recommendations in this plan will position Leander to enjoy a robust public art program and a diverse slate of cultural activities. They fall into eight categories, each of which are critical to a successful arts and culture program: People, Places, Policies, Programs, Public Art, Cultural Events, Communications, and Funding. A five-year implementation timeline for these interventions is ambitious. LPACC and its partners will be coordinating the necessary work to fortify organizational infrastructure, pass updated public art policies, and establish funding mechanisms, while simultaneously enacting small projects that sustain momentum for arts and culture initiatives among the general public. The next five years will be a busy, transformational time for Leander’s arts and culture community – but a time that indeed creates endless possibilities for the people of this dynamic, growing city.



Develop the organizational capacity to implement arts and culture initiatives.



- 01 Hire a second Special Events Coordinator to support additional city-led events.
- 02 Hire a Public Art & Culture Coordinator to support the development and implementation of a professionalized Public Art Program and more robust cultural programming.
- 03 Contract with local artists and other creatives to offer additional arts and culture classes at the community center and senior center.
- 04 Convene local artists regularly through opportunities for education and networking.
- 05 Actively recruit LPACC members from the community of local art teachers.



- 06 Publicize LPACC's Subcommittees and their meeting times, and actively seek community volunteers to serve on them.
- 07 Cultivate community cultural leaders to take the lead on implementing cultural events, in partnership with as opposed to led by the city.
- 08 Have LPACC members and other city leaders tour the nearby communities of Georgetown, Round Rock, Fredericksburg, and Cedar Park and learn from members of their arts communities what has been working well for them.
- 09 Understand the role a local Arts Council might play in Leander and consider how to facilitate such an organization over time.

Create places for art and culture to be created and enjoyed.



- 01 Plan for and invest in placemaking efforts for Old Town and other current or potential community gathering spaces.
- 02 Ensure that all of Leander's parks, neighborhoods, and public buildings include within their master plans a section on how they will incorporate art and other cultural elements.



- 03 Use any and all of Leander's public spaces – including its parks, library, senior center, city administration buildings, etc. – to regularly host visual and performing arts experiences
- 04 Develop an incentive program to attract artists that includes low-cost live/work spaces; partner with a developer to identify opportunities for this at particular sites or buildings.
- 05 Work to create an additional event space in Leander, whether by revisiting the proposed Bryson Farmstead redevelopment project and clarifying areas of resident concern or by pursuing a new opportunity.

PLAN RECOMMENDATION NO. 3

Update city policies to better support art and culture.

01 ■ Revise **the city's current public art program ordinances** accordingly:

- Offer **more precise definitions** of “artist,” “public art,” and other relevant terms.
- Better **define appropriate and inappropriate uses of funds**.
- Add **criteria for artworks** acquisition, maintenance, and removal.
- Operationalize the public art program with **an annual work plan**.
- Simplify appropriations calculations for municipal construction projects by **appropriating 1% of municipal construction projects across the board to public art** (not to exceed \$100,000).



- Remove language about “encouraging” developers/owners to **commit 1% of their projects to public art** and instead require it.
- Expand **flexibility in public art implementation** by removing the stipulation that art be considered part of the project itself and instead allow funds to be applied throughout the city, as LPACC and the Public Art & Culture Coordinator see fit.

02 ■ Strike the code regarding city adoption of cultural events and **clarify the city's role in supporting events**.

Provide more arts and culture programming for youth and adults.



- 01 ■ Add a new slate of arts and culture programs for people of all ages (e.g., artmaking, dance, cooking, etc.) at the Leander Activity Center and the new Senior Activity Center.
- 02 ■ Equip the activity centers with permanent artmaking equipment to support classes in ceramics, screen printing, photography, 3D printing, and/or other media.
- 03 ■ Partner with the Historical Preservation Commission to offer programs on Texas and Leander history.
- 04 ■ Create a Library of Things with objects that can facilitate home-based arts and culture activities (e.g., cameras, sewing machines, cookware, etc.).



Install more public and publicly accessible art throughout the city.



- 01 Support small businesses in installing murals or other creative art installations.
- 02 Prioritize the following themes in public art:
 - Leander history and heritage
 - Cowboys (of all races), ranching, rodeo
 - Dinosaurs/prehistoric times
 - Trains
 - Diverse cultures coming together
 - Family
 - Native flora and fauna
- 03 Solicit artists for utility box and banner art opportunities.
- 04 Proactively encourage private developers to factor art into their developments.

- 05 Hire an artist to lead the community in participatory art projects of which all participants can be proud (e.g., fairy houses along a trail, a tiled sculpture or wall, a mural, etc.).
- 06 Aim to implement 1–2 significant, permanent public artworks per year. Transition from art-on-loan submissions to curated exhibitions and commissions to grow the city's public art collection.

Offer a diverse slate of community events to reach all audiences.

- 01
- Develop a package of support for community-led cultural events of all sizes, to include possible funding and in-kind services.
- 02
- Define a set list of annual holiday events the city will offer, with the following recommended: MLK Day, Memorial Day, Juneteenth, 4th of July, Halloween, Veteran's Day, and Christmas/Hanukkah.



- 03
- Offer community events that are not explicitly cultural in nature, but that invite cultural expression by their nature (e.g., chili cook-offs, dance showcases, food and beverage festivals, etc.)
- 04
- Add multi-cultural elements to the Old Town Christmas Festival event, for example having trees sponsored and decorated by local nationality groups.
- 05
- Grow the annual ArtFest and add to it a half-day Arts Summit that convenes city leaders and the local arts community to share successes and plan for the future.



Help community members become aware of opportunities to experience art and culture locally.

- 01
- Explore the viability of **electronic community bulletin boards** at sites **throughout the city** through which to communicate information about arts and culture opportunities, alongside other city news.
- 02
- Establish a Communications subcommittee on LPACC that is responsible for **cultivating an arts and culture email list and sharing information** relevant to Leander's creative community.



Better fund the public art program and arts- and culture-oriented community groups.

- 01 Establish a fund to seed for- and not-for-profit art and culture startups.
- 02 Create a city-run grant program to support special events offered by local community groups.
- 03 Require private developers to give 1% to the arts (see Policies, above).





CHAPTER 01

Project Overview

The City of Leander has recently expanded the purview of its Public Arts Commission to include the city's cultural activities, prompting a need to revisit the outdated 2014–2019 Leander Public Arts Master Plan and refresh its vision and goals. Chapter 1 provides a brief introduction to this plan update and the teams who will be tasked with enacting its recommendations.

01



“The commission defines culture as within people, contagiously and globally spread throughout their food, their music, their language, their arts, their shared knowledge, their religion, and their way of life. Culture is actively fostering growth and understanding in shared social patterns of behavior and interactions that are learned by socialization.”

Sec. 1.14.034 Powers and Duties, Leander Code of Ordinances
Ordinance 23-005-00, adopted 1/5/2023



Introduction

The City of Leander established a Public Art Committee in 2008 to “expand public experience and exposure to culture through various art forms and to enhance the appearance of public facilities and improve the environment of the City on behalf of its citizens.” In 2023, after having renamed the Committee a Commission in 2012, City Council approved the Leander Public Arts Commission’s (LPAC) recommendation to again change its name to the Leander Public Arts and Culture Commission (LPACC) and expand its mission to include cultural events and non-visual artforms. On the basis of this change, LPACC sought funding to update the city’s 2014–2019 Public Arts Master Plan with an Arts & Culture Master Plan.

LPACC secured funding for the Leander Arts & Culture Master Plan in 2024 and hired the national arts and culture planning firm Designing Local to create it. The resulting five-year plan casts a vision for what Leander will gain from investing more substantially in its creative assets, and provides a roadmap for achieving specific goals along the path to becoming a more vibrant, arts-oriented, culturally rich community.



What’s an Arts & Culture Plan?

An Arts & Culture Plan helps a city plan for how it wants to support and expand its arts and cultural offerings, including public art, museums, performances, community festivals and events, and more. Such plans translate feedback from artists, community and arts organization leaders, city staff, the business community, and members of the general public into a series of action steps that advance their shared vision for art and culture.

Arts & Culture Plans address things like: What is the community’s vision for art and culture? Where does

arts funding come from and how does it get distributed? What arts organizations already exist, and who is missing from the table? How easy is it for artists and creators to thrive in this place? What barriers do people face to self-expression here, and how can we reduce or eliminate them?

Thinking through questions like these helps make a community’s arts and cultural offerings more prevalent, exciting, representative, and accessible to all.

The Leander Public Art & Culture Commission and the Leander Parks and Recreation Department will share responsibility for this plan's implementation, in partnership with other city officials and the local creative community. Residents can reach out to a Commission member or park staff to learn more about being involved in Leander's blossoming arts and culture scene!



Public Art & Culture Commission (LPACC)

Section 1.14.034 of Leander's Code of Ordinances outlines the Leander Public Arts and Culture Commission's purpose, functions, and responsibilities, which broadly include working with the Parks & Recreation Department to facilitate art in public places and providing recommendations to Council regarding all matters of the city's arts and culture activities.

LPACC is funded through utility bill donations, a percentage of certain city capital improvement projects, voluntary donations by private capital improvement project developers, and other private donations or grants. It is a 9-member body with members appointed by the Mayor and approved by City Council for a 2-year term.

Leander Parks and Recreation Department

The Leander Parks and Recreation Department, with a mission to "enhance and enrich the lives of all Leander citizens by providing access to superior park and public spaces and creating quality recreation, sports and leisure opportunities" operates and maintains 7 parks on 180 city acres. The department offers recreation programs and special events, including the Bluegrass and Kite

Festivals, Liberty Fest, children's day camps, concert and movie series, the holiday tree lighting, active adult day trips, and more. It further supports the activities of LPACC to implement public art projects and cultural events such as Juneteenth, MLK Day, and ArtFest.



KEY TAKEAWAYS

- 01 In January 2023, City Council voted to approve a recommendation from the Leander Public Arts Commission to add “Culture” to its name and its mission.
- 02 The Leander Public Arts and Culture Commission (LPACC) is a city-ordained group that advocates for the arts and helps facilitate arts and culture programming, in partnership with Leander’s Parks and Recreation Department.
- 03 After LPACC’s mission was expanded to include a focus on culture as well as the arts, the Commission secured funding to update the 2014–2019 Leander Public Arts Master Plan with a plan that encompassed both.
- 04 Arts & Culture Plans help make a community's arts and cultural offerings more prevalent, exciting, representative, and accessible to all.



CHAPTER 02

About Leander

The City of Leander is among the fastest growing cities in the country, and its population is increasingly diverse. Chapter 2 reveals the dramatic population growth and demographic shifts that Leander has experienced over the past 25 years, and how new city leadership is working to ensure all residents feel welcome here.

02



Introduction

Leander is a city that, until recently, was more like a small town, with wide open spaces and few residents. With the growth of the Austin metro region, however, Leander and other Austin suburbs have experienced a massive population influx – and struggled to accommodate its demands. Leander has done an admirable job providing basic services and keeping pace with infrastructure to support new residential and commercial development. Now both new and long-time residents are demanding attention to other important quality of life issues, and new city leadership is responding with efforts to invest more expansively in the city’s atmosphere and culture. Indeed, the city recently adopted inspiring new vision and mission statements and guiding concepts that define who Leander is and what residents can expect from its leaders (see these in Appendix 1). These largely reflect who Leander has always been – friendly and welcoming, heritage- and family-oriented – and provide a pathway to embracing the Leander that is emerging from all the growth and change.

“Leander is an economically sustainable and balanced community that invites endless possibilities, celebrates its vibrant culture, and cultivates a welcoming environment.

Leander's Vision Statement



Character Profile

When people talked about Leander, the following words came up again and again. They were also reflected in responses to a survey question asking for people to share their top three words to describe the city. Together, they provide a clear sense of who Leander is –and the assets it has to capitalize upon.

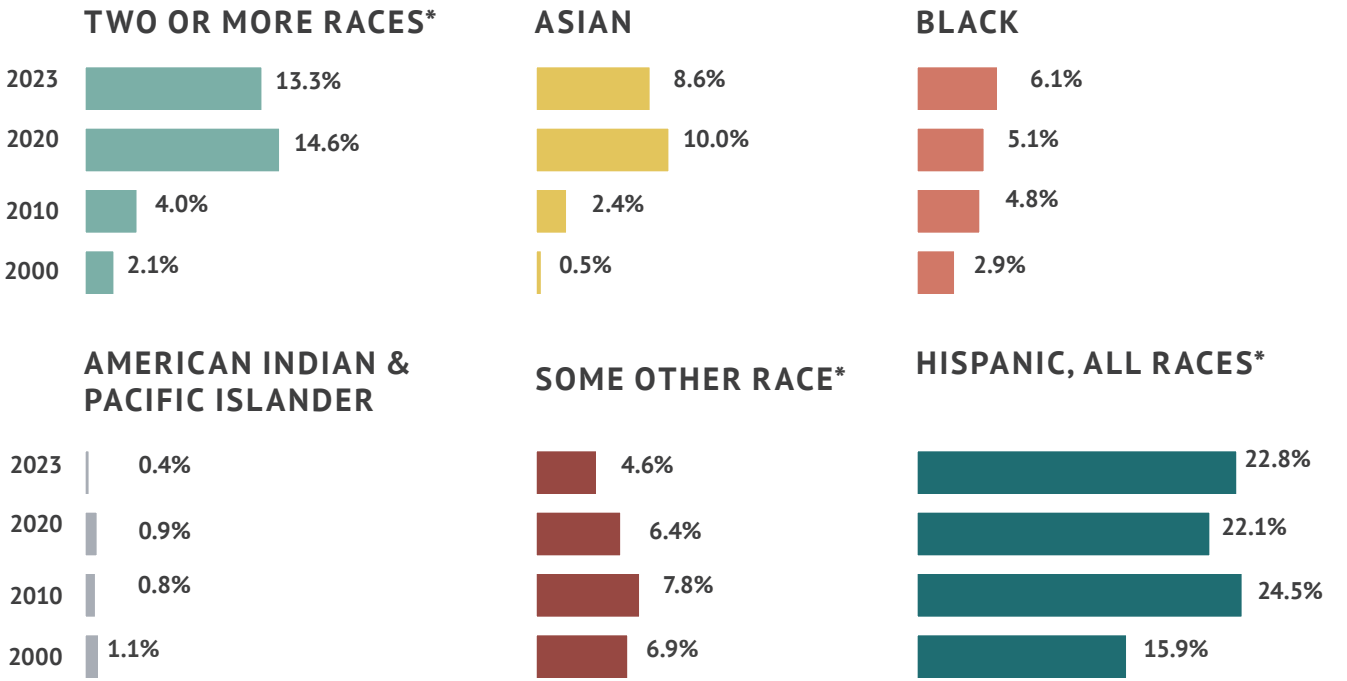
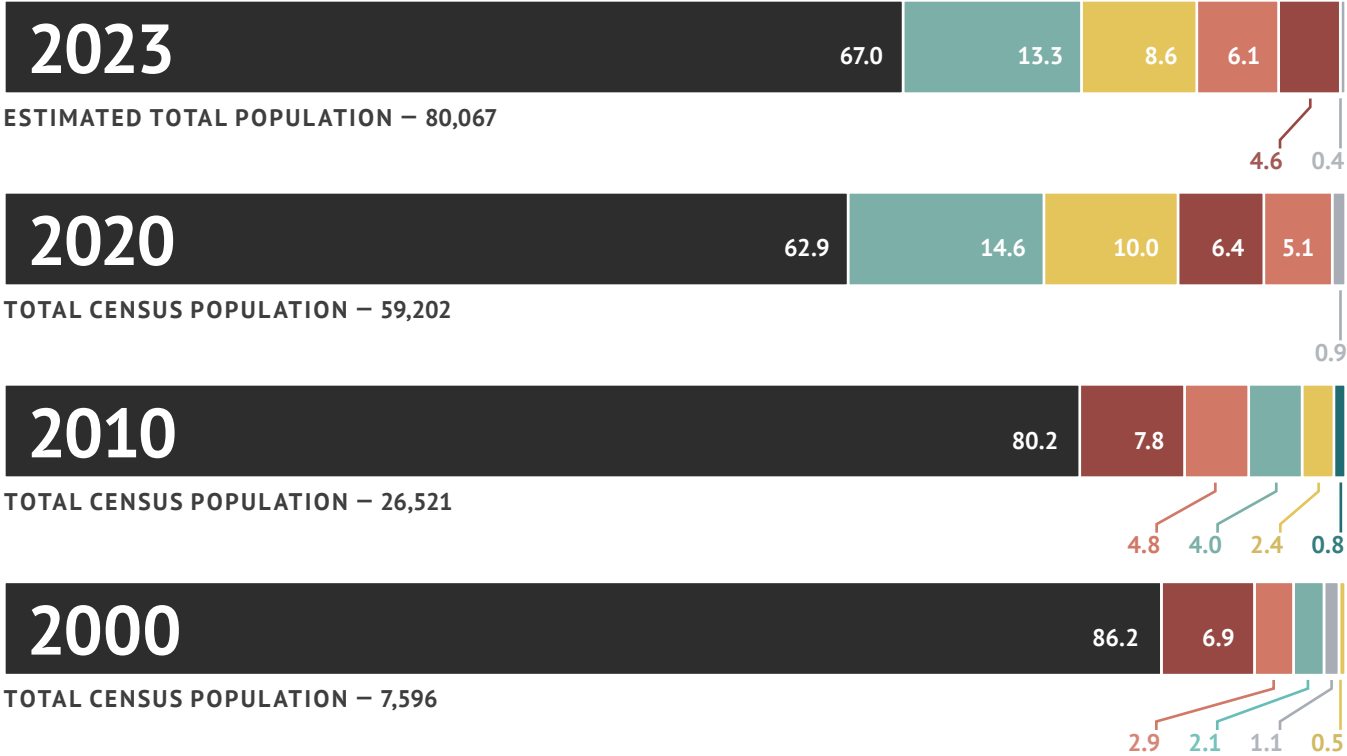




Demographics

Among Leander’s most defining features is its rapid pace of growth and change over the past 25 years. The city’s population grew by 966% since the year 2000 – from approximately 7,600 to more than 80,000 residents – and its racial profile has shifted substantially during that time. In particular, the proportion of White-alone residents decreased, while the proportion of those who identify as two or more races increased, along

with the Asian population. This is a profound change in a relatively short period of time. Arts and culture experiences that celebrate all who now call Leander home can bridge gaps and create cross-cultural understanding among groups who would otherwise remain siloed within their respective communities.



*The U.S. Office of Management and Budget requires the U.S. Census to collect data on five minimum racial categories: White, Black or African American, American Indian or Alaska Native, Asian, and Native Hawaiian or Other Pacific Islander. The “Two or More Races” category is for those who self-identify as more than one of these racial categories. The “Some Other Race” category is for those who do not identify as any of these categories; 90.8% of people in the “Some Other Race” category in 2020 were ethnically Hispanic (“What Does the Census Mean by ‘Some Other Race’?”, 2024). “Hispanic” and “Latino” describe an ethnic identity that can be claimed by members of any race. The U.S. Census improved its race questions and coding methodologies between 2010 and 2020, meaning that comparisons between these years should be done with caution (“2020 Census Illuminates Racial and Ethnic Composition of the Country”, 2021).

Art & Culture in Leander: Challenges

Residents complain that Leander does not have a strong, cohesive cultural identity, and that its spaces feel haphazard and utilitarian. These challenges trace to gaps in Leander’s arts and culture ecosystem that are inhibiting creative expression on a city-wide scale, including insufficient funding and organizational capacity, a lack of public gathering spaces, a fragmented creative community and underdeveloped communication infrastructure.



Leander’s Public Art & Culture Commission, public art policies, and public art funding mechanisms date to 2008.



The city offers a number of popular festivals, including: Bluegrass Festival, Liberty Fest, Kite Fest, Old Town Street Festival, Old Town Christmas Festival, and Mason Heritage Days.



The city has implemented several notable public art projects: murals at Robin Bledsoe Park and on the Parks and Recreation Department building; a sculpture garden at Lakewood Park; an eagle sculpture at Veterans Park; and multiple sculptures at the Leander Public Library.



The Chamber has sponsored a program of Art Trains painted by local artists.



Leander recently added MLK Day and Juneteenth to its holiday event portfolio.



The amount of funding devoted to public art in Leander has increased over time.



LPACC’s reinvigorated ArtFest was a major success in 2024, while the Leander Diwali Festival, a community group–driven event, has experienced two years of high attendance.





KEY TAKEAWAYS

- 01 New city leadership recently articulated a vision for Leander that prioritizes cultivating its atmosphere and culture.
- 02 Leander is considered to be a friendly, family-oriented community, but one that lacks culture and a cohesive identity.
- 03 Leander is among the fastest-growing cities in the country, and it has become increasingly diverse over time.
- 04 Despite art and culture not being an investment priority for Leander in recent years, the city has continuously made strides in developing its arts and culture offerings.



CHAPTER 03

Community Engagement

City leaders were clear that plan recommendations should closely reflect residents' needs, preferences, and concerns in the arts and culture space. Chapter 3 describes the engagement methodologies to elicit this information from community members, and what they shared.

03



Introduction

There were two primary means by which the Leander community was engaged in the development of this plan – stakeholder interviews and an online survey. These are described on the following page; key findings from them can be found thereafter.



Stakeholder Interviews

Twenty 30-to-60-minute, 1-on-1 stakeholder conversations with representatives from city government, the school district, economic development organizations, as well as small business owners and local artists, were held via Zoom during summer and fall 2024. These stakeholders were primarily identified by city staff as those with essential perspectives; some were identified by the consultant team as their discovery process unfolded.

Online Survey

A non-scientific survey to discern the community’s arts and culture-related preferences was available during summer and fall 2024, in both English and Spanish. It was promoted on social media, at LPACC’s ArtFest 2024, and via the city’s email network. Ultimately, the survey received 115 responses.

Stakeholder Interview Themes

Leander’s **rapid population growth** over the past 20 years required significant investment in infrastructure and basic city services, often at the expense of other community amenities.

As Leander has grown, so too has it diversified; there are mixed feelings about what this means for the city and debate about what, if any, role the city should take in **celebrating its multiculturalism**.

Leander features a **lack of community gathering places**, and little land remains available for public purchase and use.

Private HOAs form the center of many residents’ community life, making it uncommon for them to encounter people socially outside their neighborhoods.

Leander’s **creative and nonprofit communities** are anemic and cultivating them will require intentional support.

Money leaves Leander as people are forced to **go elsewhere for art, culture, and entertainment**. People view Leander’s offerings in this regard unfavorably relative to those in Georgetown, Round Rock, Fredericksburg, and Cedar Park.

Leander’s **current staffing is insufficient** to support significant arts and culture initiatives, leading to overreliance on LPACC volunteers.

Funding for art and culture in Leander is low, mostly optional, and split with the Chamber for tourism promotion purposes.

It is not yet clear how **recent changes in city leadership** will impact art and culture in Leander, though early indications are positive.

There is widespread agreement that **art can bridge the gaps** between Leander’s past and future, between its longtime residents and newcomers.

Community Survey Themes

Leander’s **arts and culture offerings do not currently meet the demand for them**; more such offerings would make Leander a better place to live.

Parks and natural spaces are very important to the people of Leander, and they enjoy attending festivals and fairs; **there is high interest in artisan fairs**, specifically.

People leave Leander to experience art and culture because the city does not offer those opportunities locally; if there are local offerings, people aren’t hearing about them.

People want art and culture in Leander to **bring the community together for fun** times.

All types of public art would be welcome, but people would especially appreciate more murals and interactive installations – particularly in parks and Old Town – to **beautify Leander’s buildings, streets, and city-owned facilities**.

Leander’s arts and culture scene should be **Inclusive, Entertaining, and Local**.

Most **people are unaware of LPACC** and what it does.

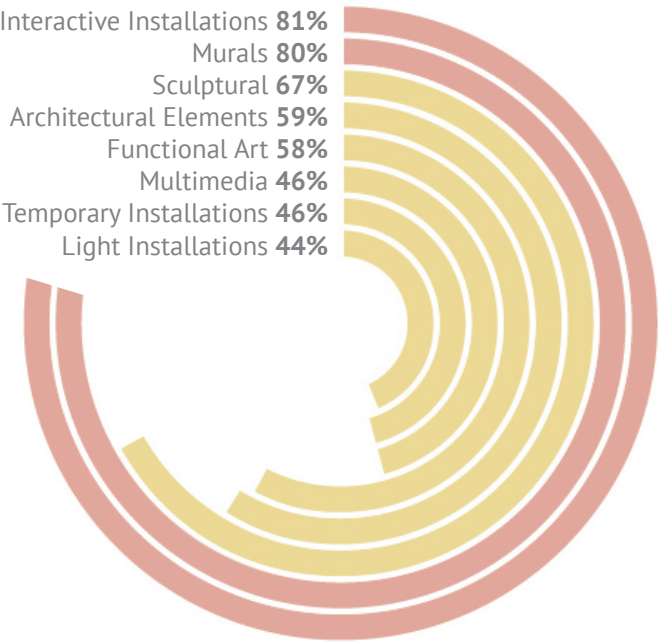
WHERE WOULD YOU LIKE TO SEE MORE PUBLIC ART IN LEANDER?



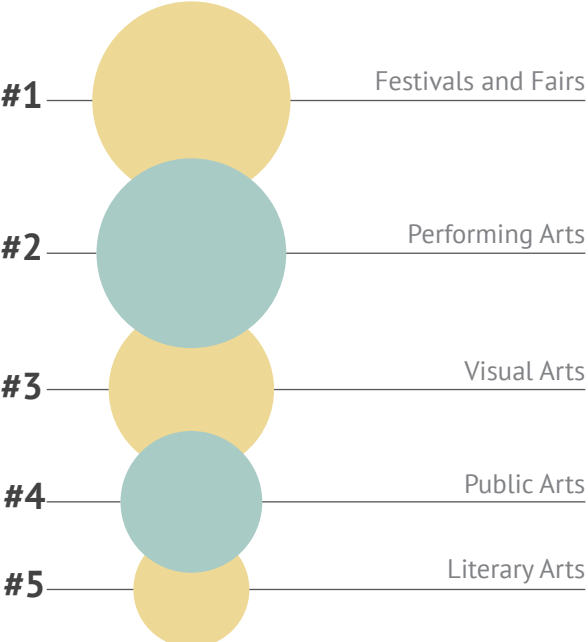
WHERE DO YOU TAKE FRIENDS AND VISITORS TO EXPERIENCE ART AND CULTURE IN LEANDER?



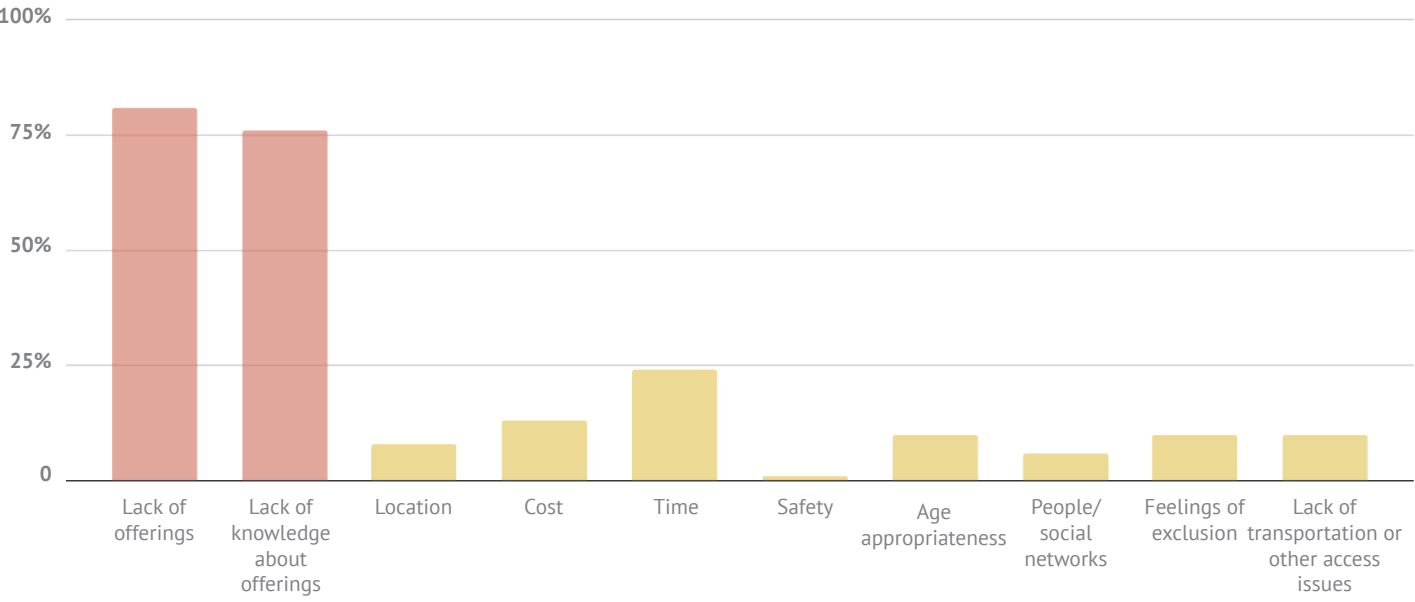
WHAT TYPES OF PUBLIC ART WOULD YOU LIKE TO SEE MORE OF IN LEANDER?



WHICH COMMUNITY EVENT OFFERING IS MOST IMPORTANT TO YOU?



WHAT BARRIERS, IF ANY, HAVE PREVENTED YOU FROM PARTICIPATING IN ARTS AND CULTURE ACTIVITIES IN LEANDER?



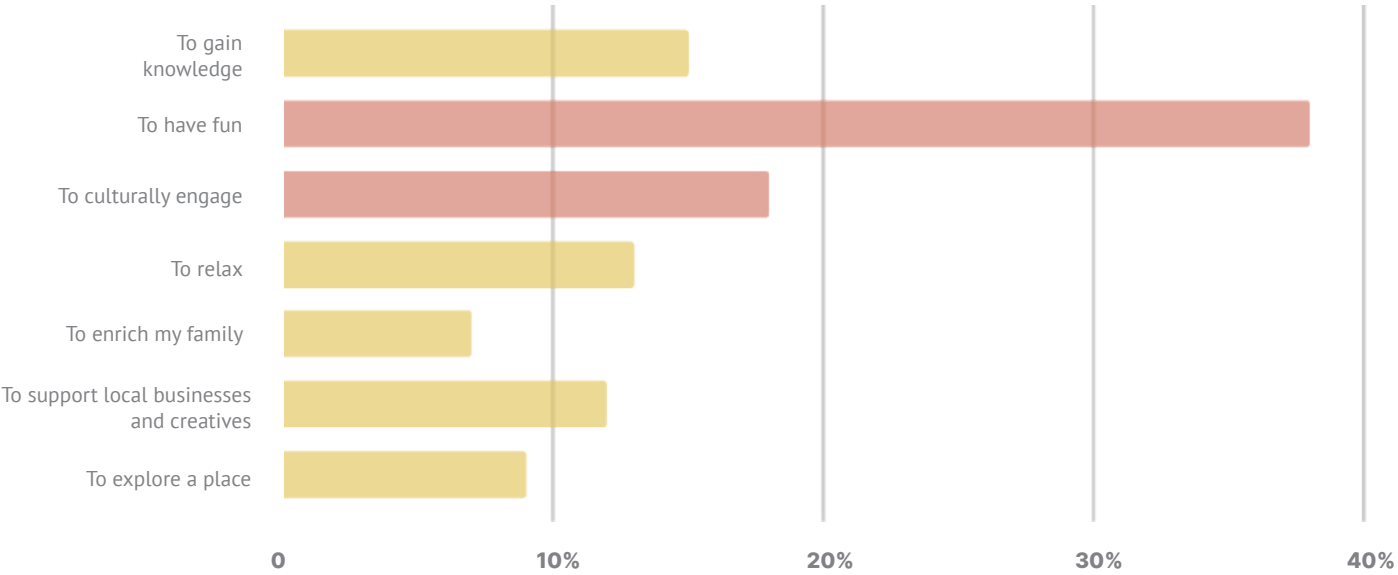
ARTS AND CULTURE IN LEANDER SHOULD BE:



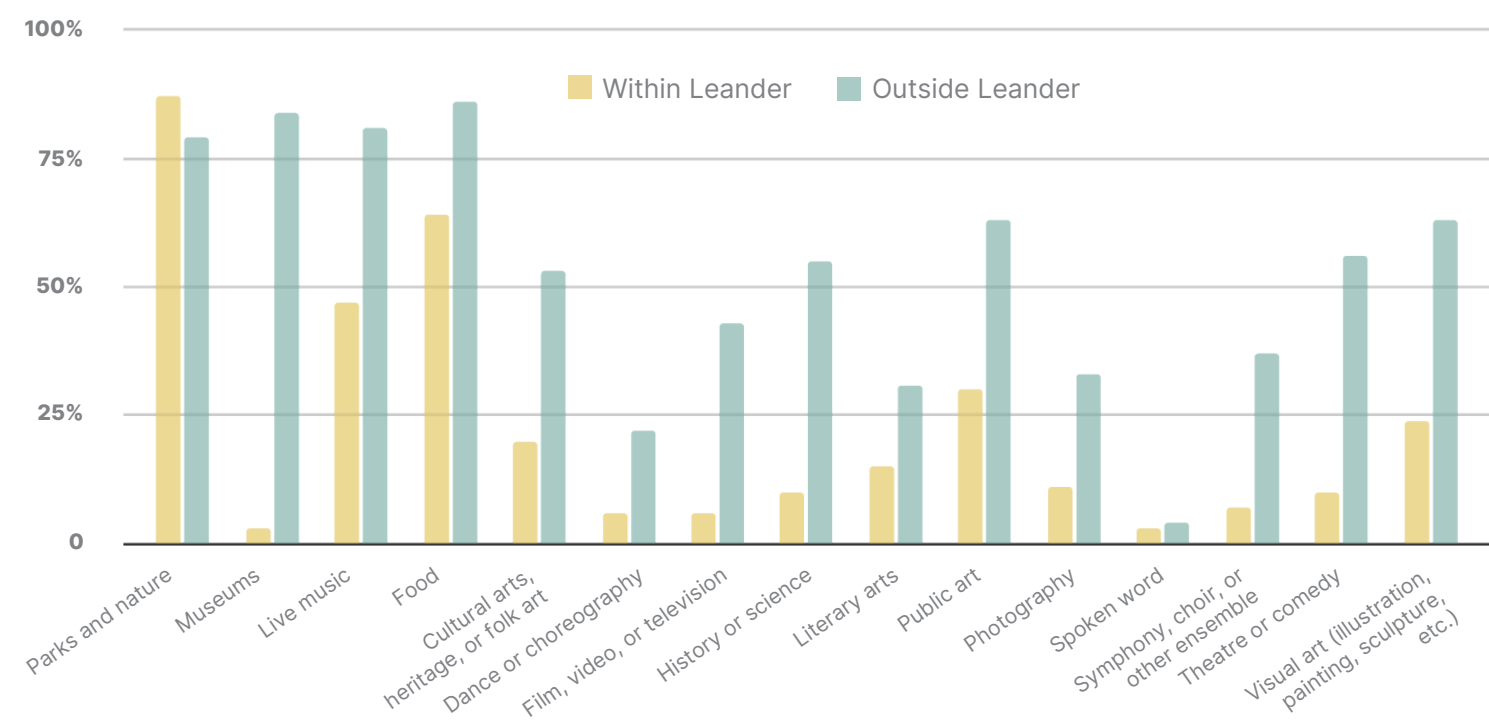
WHERE IN LEANDER DO YOU MOST COMMONLY EXPERIENCE ARTS AND CULTURE?

- #1 PARKS
- #2 COMMUNITY FESTIVALS
- #3 LIBRARIES
- #4 OUTDOOR PUBLIC SPACES
- #5 MUSEUMS

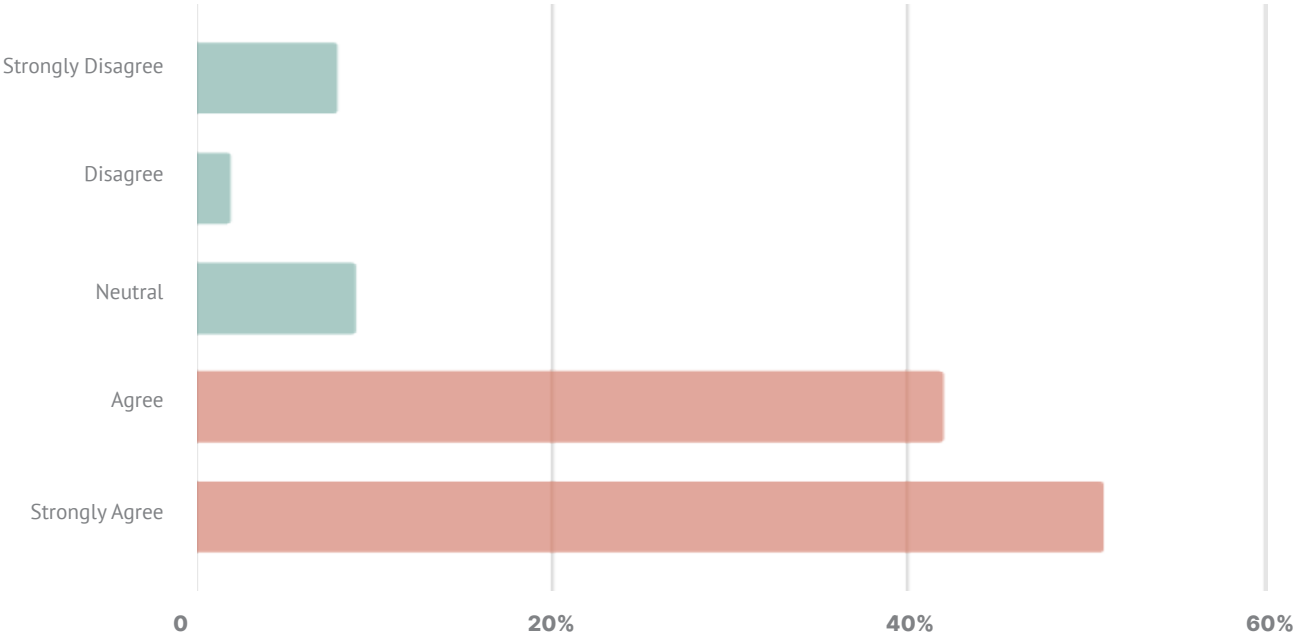
WHICH OF THE FOLLOWING MOTIVATIONS FOR EXPERIENCING THE ARTS MOST RESONATES FOR YOU?



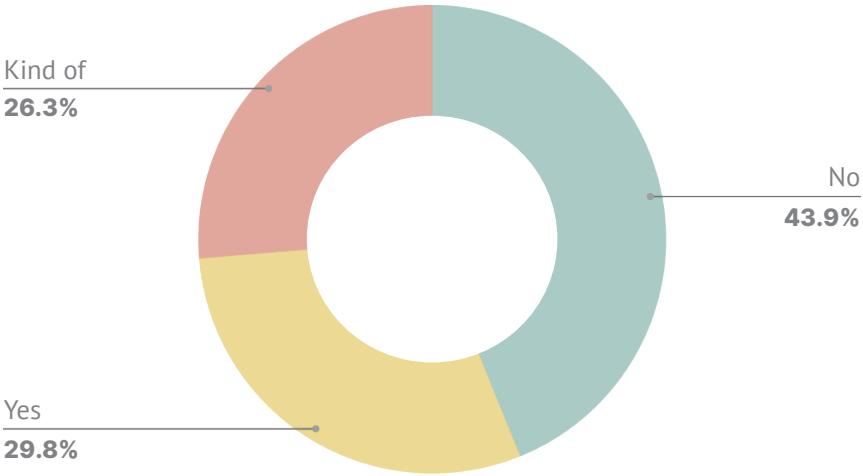
IN THE LAST 12 MONTHS, WHICH ARTS AND CULTURE ACTIVITIES WITHIN/ OUTSIDE LEANDER HAVE YOU PARTICIPATED IN?



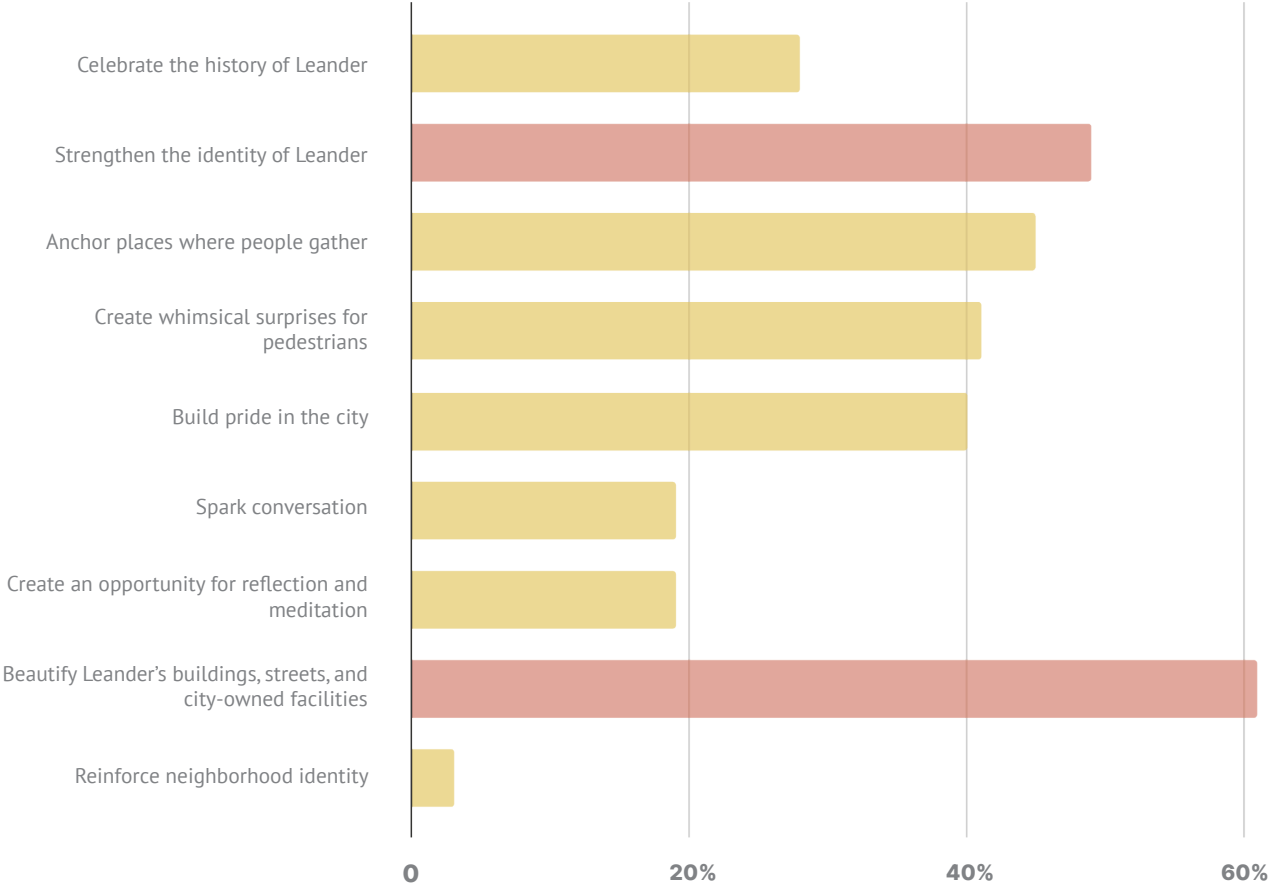
IF THERE WAS MORE SUPPORT FOR ARTS AND CULTURE IN LEANDER, IT WOULD BE A BETTER PLACE TO LIVE.



ARE YOU AWARE OF THE LEANDER PUBLIC ARTS & CULTURE COMMISSION (LPAC) AND WHAT IT DOES?



WHAT IMPACT SHOULD PUBLIC ART HAVE ON LEANDER?



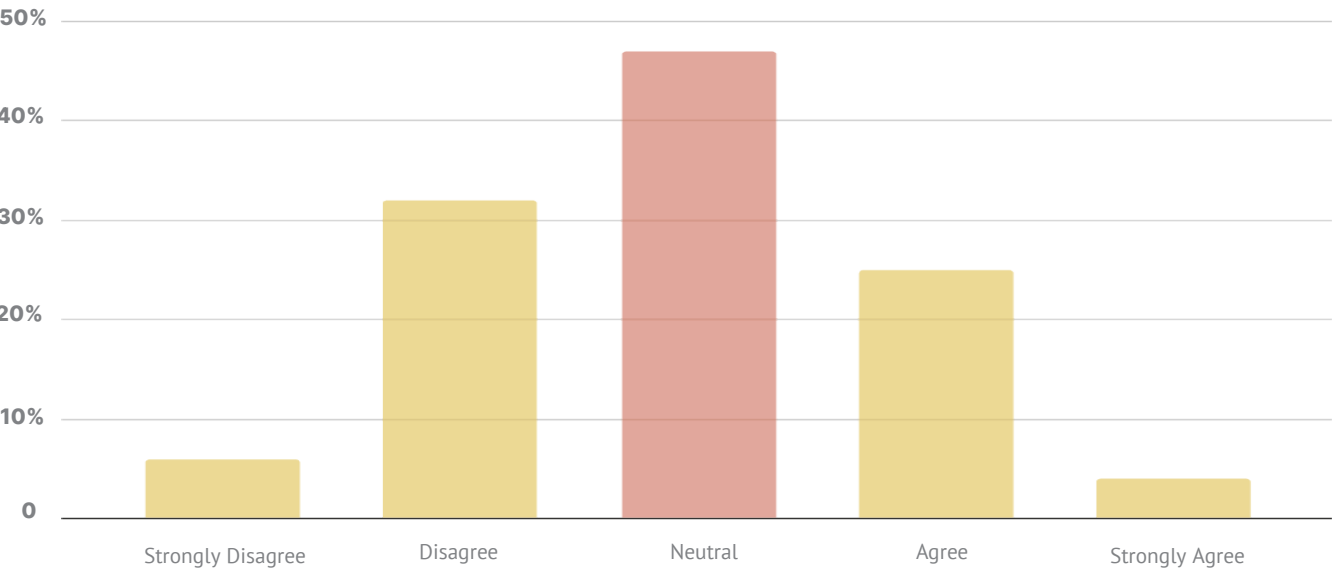
ARTS AND CULTURE IN LEANDER SHOULD ACCOMPLISH THE GOALS OF:

- #1 BRINGING THE COMMUNITY TOGETHER.
- #2 CREATING OPPORTUNITIES FOR ARTISTS.
- #3 CREATING ARTS-FOCUSED COMMUNITY EVENTS.

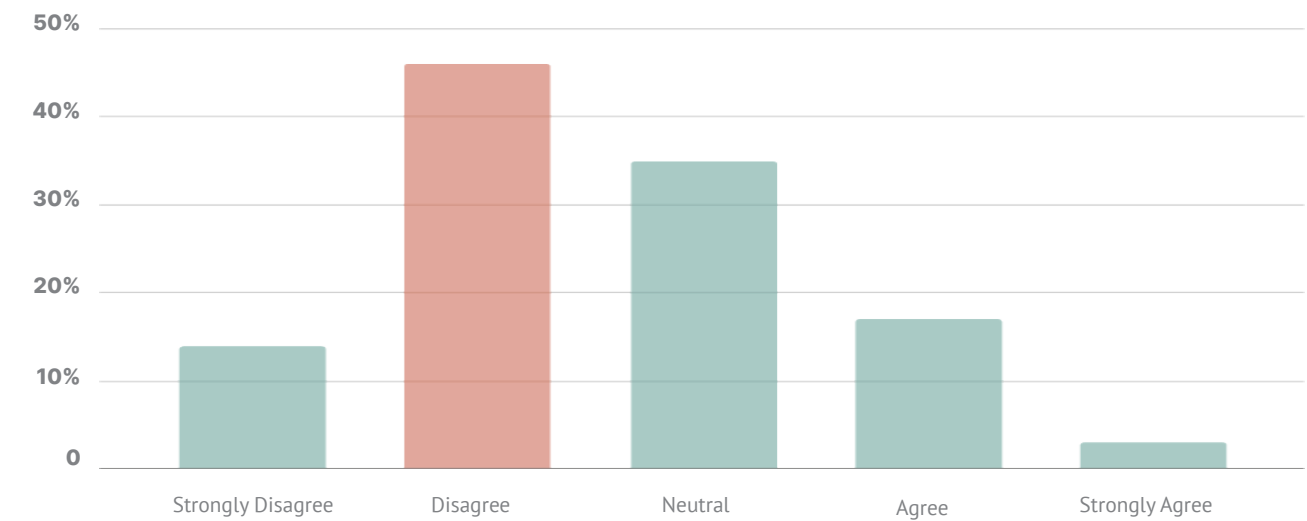
WHICH OF THE FOLLOWING ACTIVITIES DO YOU WANT MORE OF IN LEANDER?

- PARKS AND NATURE
- LIVE MUSIC
- VISUAL ART

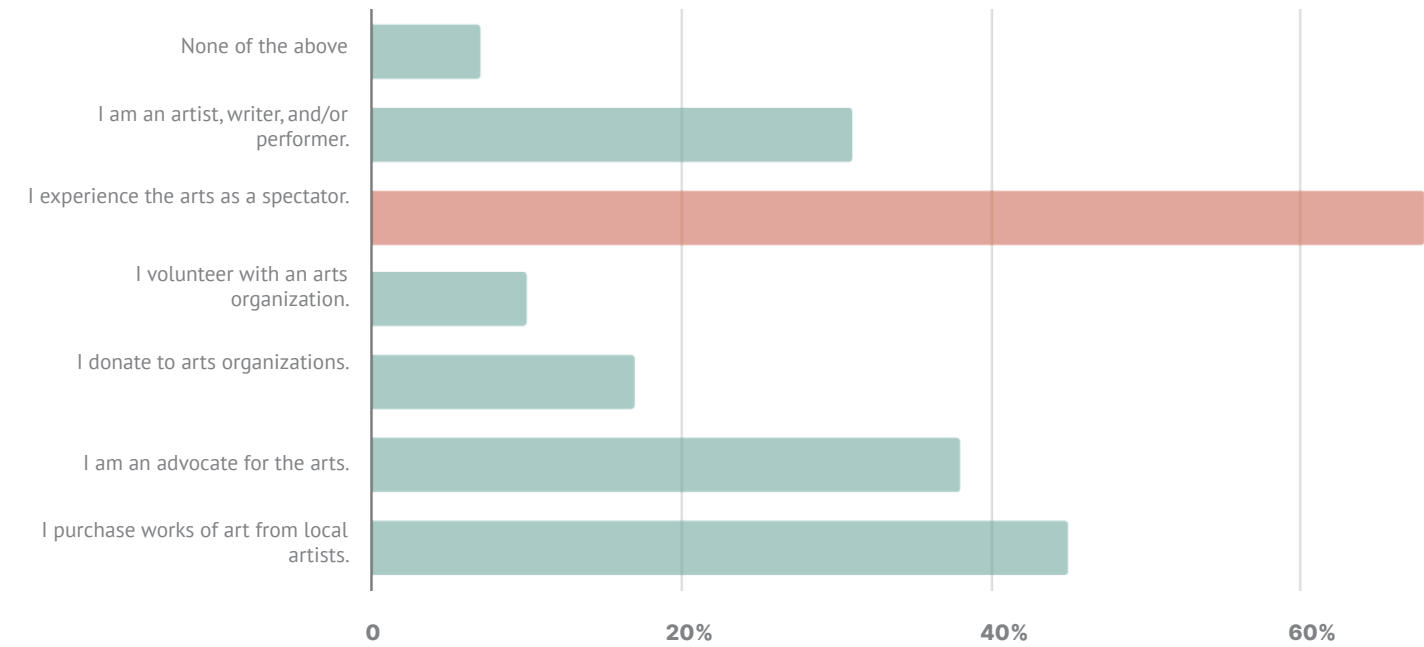
I FEEL THE ARTS AND CULTURAL OFFERINGS IN LEANDER ACCURATELY REFLECT THE COMMUNITY OF LEANDER.



I FEEL THE OVERALL QUALITY OF LEANDER’S ARTS AND CULTURAL OFFERINGS IS SATISFACTORY.



WHAT IS YOUR RELATIONSHIP WITH THE ARTS (VISUAL, LITERARY, PERFORMING, ETC.) IN LEANDER?





KEY TAKEAWAYS

- 01 Stakeholder interviews and a widely promoted community survey provided valuable insights into Leander’s current context and the status of its arts and culture scene.
- 02 Leander’s explosive growth has necessitated attention to residents’ basic needs, such as infrastructure and city services, but residents are increasingly seeking investment in cultural amenities that enrich the community and draw people together.
- 03 The types of arts and culture investments people crave align with and will advance the city’s new mission, vision, and goals.
- 04 Art and culture in Leander should be used to cultivate community by emphasizing shared values among its many cultural groups and celebrating the heritage of all who now call the city home.



CHAPTER 04

Plan Recommendations

By following the recommendations in this plan, Leander will position itself to enjoy a robust public art program and a diverse slate of cultural activities. Chapter 4 contains recommendations within eight categories that are critical to the development of a thriving arts and culture ecosystem; an implementation table in Appendix 2 supports next steps.

04

Introduction

Given the community engagement results discussed in Chapter 3, this plan identifies a number of recommendations in the areas of People, Places, Policies, Programs, Public Art, Cultural Events, Communications, and Funding, each of which represents a critical piece of Leander's arts and culture ecosystem. With LPACC and the work it has already done to infuse the city with art and culture, Leander has a strong foundation from which to enact these recommendations. That said, a bifurcation in efforts will be required over the coming years to reinforce this foundation while continuing to deliver public art and cultural projects that sustain the community's interest. City staff will need to be involved in this effort to a much larger extent than previously, and LPACC will need to be accountable for ensuring that progress towards these recommendations is being made; a five-year plan requires an aggressive implementation schedule.



VISION.

Leander is a 'suburb with heart' where **abundant, easily accessible arts and cultural experiences** enrich residents' lives and make the city an ideal place to call home.

MISSION.

The City of Leander works to ensure that all residents have frequent opportunities to **create and experience art and culture.**

GOALS.

- 01 Increase the total **amount of arts and cultural experiences** throughout Leander.
- 02 Ensure that arts and culture in Leander is **inclusive** and **reflects the diversity of all** who live here.
- 03 Identify **ways the city can invest** in making Leander beautiful, interesting, and fun.
- 04 Create opportunities for **family-focused arts and culture programming** that enlivens all family members.

PLAN RECOMMENDATION NO. 1

Develop the **organizational capacity** to implement arts and culture initiatives.

01

Leander was very forward-thinking when it established LPACC in 2008, and the Commission has worked steadily since that time to provide the city with public art and opportunities to experience culture. Today, however, the Commission is overburdened with responsibility for the city’s arts and cultural activities, while the city and community members could invest more to better balance the local arts ecosystem. Through this recommendation to increase organizational capacity, the city will hire staff to operationalize its commitment to art and culture, while LPACC will begin cultivating an arts community to take on projects and initiatives outside its proper purview and that of the city. The work to foster community takes time, and therefore the goals outlined in this section may not be fully achievable within the five-year timeframe of this plan. The intention is to take actions that will create fertile ground for future arts and culture initiatives, regardless.



- 01 ■ Hire a **second Special Events Coordinator** to support additional city-led events.
- 02 ■ Hire a Public Art & Culture Coordinator to **support the development and implementation of a professionalized Public Art Program** and more robust cultural programming.
- 03 ■ Contract with local artists and other creatives to **offer additional arts and culture classes** at the community center and senior center.
- 04 ■ Convene local artists regularly through **opportunities for education and networking**.
- 05 ■ Actively **recruit LPACC members** from the community of local art teachers.
- 06 ■ Publicize LPACC’s Subcommittees and their meeting times, and **actively seek community volunteers** to serve on them.
- 07 ■ Cultivate community cultural leaders to **take the lead on implementing cultural events**, in partnership with as opposed to led by the city.
- 08 ■ Have LPACC members and other city leaders **tour the nearby communities** of Georgetown, Round Rock, Fredericksburg, and Cedar Park and learn from members of their arts communities what has been working well for them.
- 09 ■ Understand **the role a local Arts Council might play in Leander** and consider how to facilitate such an organization over time.



What is an Arts Council?

Arts Councils are nonprofit organizations that provide advocacy and direct support to artists and arts organizations.

Arts Councils vary widely in terms of their structure, funding, programs, and services, depending on their organizational capacity and local community needs, but typically offer some combination of the following:

- Opportunities for networking, education, mentorship, and professional development
- Technical assistance
- Artist and public art directories
- The use of free or low-cost tools, amenities, and facilities
- Arts advocacy
- Arts impact data collection and reporting
- A community arts calendar and other promotional support
- Funding (by acting as a regranting entity for federal, state, and local arts funds)

They may further offer their own arts and culture programming, and/or contract with a municipality to implement parts of its arts and culture programming.

PLAN RECOMMENDATION NO. 2

Create places for art and culture to be created and enjoyed.

02

There is limited public space in Leander, and most of the city’s land has already been developed, challenging the community’s ability to secure gathering and programming spaces for arts and culture activities. This recommendation addresses Leander’s need for new places to experience art and culture and also the need to more intentionally utilize what is already available for exhibitions, performances, and programs.



- 01 ■ **Plan for and invest in placemaking efforts** for Old Town and other current or potential community gathering spaces.
- 02 ■ Ensure that all of Leander’s parks, neighborhoods, and public buildings include within their master plans a section on **how they will incorporate art and other cultural elements**.
- 03 ■ **Use any and all of Leander’s public spaces** — including its parks, library, senior center, city administration buildings, etc. — to regularly host visual and performing arts experiences
- 04 ■ Develop **an incentive program to attract artists** that includes low-cost live/work spaces; partner with a developer to identify opportunities for this at particular sites or buildings.
- 05 ■ Work to **create an additional event space in Leander**, whether by revisiting the proposed Bryson Farmstead redevelopment project and clarifying areas of resident concern or by pursuing a new opportunity.



PLAN RECOMMENDATION NO. 3

Update city policies to better support art and culture.

03

Article 1.14 of Leander’s Code of Ordinances establishes the city’s Public Art Program. This recommendation addresses the fact that, upon review, several key policies from this code are missing or could use an update. In particular, the program would benefit from more flexibility; more consistent funding; more structured program work plans; and more clarity regarding terms, uses of funds, and collections management procedures. A complete set of recommended policies for consideration is included in Appendix 2.



- 01 ■ Revise **the city’s current public art program ordinances** accordingly:
- Offer **more precise definitions** of “artist,” “public art,” and other relevant terms.
 - Better **define appropriate and inappropriate uses of funds**.
 - Add **criteria for artworks** acquisition, maintenance, and removal.
 - Operationalize the public art program with **an annual work plan**.
 - Simplify appropriations calculations for municipal construction projects by **appropriating 1% of municipal construction projects across the board to public art** (not to exceed \$100,000).
 - Remove language about “encouraging” developers/ owners to **commit 1% of their projects to public art** and instead require it.
 - Expand **flexibility in public art implementation** by removing the stipulation that art be considered part of the project itself and instead allow funds to be applied throughout the city, as LPACC and the Public Art & Culture Coordinator see fit.
- 02 ■ Strike the code regarding city adoption of cultural events and **clarify the city’s role in supporting events**.

PLAN RECOMMENDATION NO. 4

Provide more arts and culture programming for youth and adults.

04

Leander’s Parks & Recreation Department currently offers limited arts and culture programming at the Activity Center — art classes and a youth summer camp — but community members seek more such offerings. This recommendation speaks to the need for a broader range of creative opportunities for residents of all ages and abilities. With relatively modest investment in teaching artists, supplies, and equipment, the city can significantly expand its arts and culture programming and enrich its people.



- 01 ■ Add a new slate of arts and culture programs for people of all ages (e.g., artmaking, dance, cooking, etc.) at the Leander Activity Center and the new Senior Activity Center.
- 02 ■ Equip the activity centers with permanent artmaking equipment to support classes in ceramics, screen printing, photography, 3D printing, and/or other media.
- 03 ■ Partner with the Historical Preservation Commission to offer programs on Texas and Leander history.
- 04 ■ Create a Library of Things with objects that can facilitate home-based arts and culture activities (e.g., cameras, sewing machines, cookware, etc.).



PLAN RECOMMENDATION NO. 5

Install more public and publicly accessible art throughout the city.

05

In recent years, LPACC has successfully implemented a new mural at Robin Bledsoe Park, an eagle sculpture for Veterans Park, and a sculpture garden at Lakewood Park. Now the goal is for art to become even more prevalent throughout Leander, in both public and private spaces, with a range of artforms that showcase Leander’s heritage and welcome the city’s newcomers. This recommendation is intended to support the growth of Leander’s public art collection with a range of projects that inspire the community, particularly as work is being done behind the scenes to prepare for more ambitious pieces in the future.



- 01 ■ Support small businesses in installing murals or other creative art installations.
- 02 ■ Prioritize the following themes in public art:
 - Leander history and heritage
 - Cowboys (of all races), ranching, rodeo
 - Dinosaurs/prehistoric times
 - Trains
 - Diverse cultures coming together
 - Family
 - Native flora and fauna
- 03 ■ Solicit artists for utility box and banner art opportunities.
- 04 ■ Proactively encourage private developers to factor art into their developments.
- 05 ■ Hire an artist to lead the community in participatory art projects of which all participants can be proud (e.g., fairy houses along a trail, a tiled sculpture or wall, a mural, etc.).
- 06 ■ Aim to implement 1–2 significant, permanent public artworks per year. Transition from art-on-loan submissions to curated exhibitions and commissions to grow the city’s public art collection.

PLAN RECOMMENDATION NO. 6

Offer a diverse slate of community events to reach all audiences.

06

Cultural events became a major topic of discussion during the development of this plan. Of the city's current events, LPACC volunteers are responsible for taking the lead on planning MLK Day and Juneteenth (which the city funds), plus ArtFest; the Parks and Recreation Department takes the lead on other events, and supports LPACC's as well. Community groups that offer a successful event two years in a row are eligible to petition the city to officially adopt their events, with acceptance or rejection by City Council according to criteria established by ordinance.

Based on community feedback and national best practices, it is clear the way cultural events are handled in Leander is suboptimal for both the city and event organizers. Of concern is, first, the city does not have the capacity to adopt all local events, even if it were in its best interest to do so. Events are expensive to produce and, depending on the theme, can be politically or culturally fraught. Because Leander's current event review criteria is so vague, the city is vulnerable to charges of favoritism and bias – regardless how reasoned their determinations. Second, planning for important local events (MLK Day and Juneteenth) is now in the hands of appointed city volunteers (i.e., Public Art & Culture Commissioners) who will change; it is possible that future members will not possess the same commitment to carrying these events forward. If these events were adopted by the city they could still prove vulnerable, if local groups felt their culture and heritage were not adequately respected in event programming, staffing, resource allocation, etc.

Ideally, local cultural groups and nonprofit organizations would be implementing their own major cultural events – *with the city's financial and in-kind support*. This arrangement would allow local organizations to retain control of planning efforts and offer events their constituents find meaningful; provide the city with a way to support but not lead events, particularly those that are controversial; and better balance the resources and responsibilities associated with event implementation. It will take time for the Leander community to cultivate the local organizations that enable a transition to this model of event offerings. The work of this plan is for the city to rethink how it could support community groups' events and for LPACC to develop local leaders willing to step into this critical cultural space.



- 01 ■ Develop a **package of support for community-led cultural events** of all sizes, to include possible funding and in-kind services.
- 02 ■ Define a **set list of annual holiday events** the city will offer, with the following recommended: MLK Day, Memorial Day, Juneteenth, 4th of July, Halloween, Veteran's Day, and Christmas/Hanukkah.
- 03 ■ Offer community events that are not explicitly cultural in nature, but that **invite cultural expression by their nature** (e.g., chili cook-offs, dance showcases, food and beverage festivals, etc.)
- 04 ■ Add **multi-cultural elements to the Old Town Christmas Festival** event, for example having trees sponsored and decorated by local nationality groups.
- 05 ■ **Grow the annual ArtFest and add to it a half-day Arts Summit** that convenes city leaders and the local arts community to share successes and plan for the future.

PLAN RECOMMENDATION NO. 7

Help community members become aware of opportunities to experience art and culture locally.

07

Feedback from the community survey indicates that people are not aware of opportunities to experience art and culture in Leander. Communicating such opportunities is difficult in a fractured media environment; paradoxically, more traditional means of communication may help reach a more widespread audience. For that reason, this recommendation emphasizes not social media but the cultivation of an LPACC email list and the creation of a community bulletin board that can be seen by residents as they are driving.



- 01 Explore the viability of **electronic community bulletin boards at sites throughout the city** through which to communicate information about arts and culture opportunities, alongside other city news.
- 02 Establish a Communications subcommittee on LPACC that is responsible for **cultivating an arts and culture email list and sharing information** relevant to Leander's creative community.

PLAN RECOMMENDATION NO. 8

Better fund the public art program and arts- and culture-oriented community groups.

08

Leander has ordinances that specify funding mechanisms for public art, and the city has further committed general funds to cultural events in recent years. The total amount of funds Leander devotes to art and culture has therefore grown over time. This recommendation aims to ensure adequate funding for arts and cultural activities as the community continues to develop, from private sources insofar as possible. It further aims to support the rebalancing of responsibility for these activities, as discussed in Recommendation 1, by facilitating the development of community-based organizations to conduct them.



- 01 Establish a fund to seed for- and not-for-profit art and culture startups.
- 02 Create a city-run grant program to support special events offered by local community groups.
- 03 Require private developers to give 1% to the arts (see Policies, above).



KEY TAKEAWAYS

- 01 Recommendations for this plan fall into eight categories, each of which are critical to a successful arts and culture program: People, Places, Policies, Programs, Public Art, Cultural Events, Communications, and Funding.
- 02 This plan has a five-year implementation timeline, and many of its recommendations for this time will be stage-setting in nature — necessary work, but invisible to the general public.
- 03 Small projects that utilize and beautify Leander’s public spaces will be important to keep up the momentum for art and culture investments as other infrastructure-building projects are underway.



History or art? Or, perhaps, both? These are remnants of sheet linoleum uncovered in the Mason House prior to restoration. Sheet linoleum flooring, similar to the samples displayed here, covered all but two of the rooms in the house. In 2011 pine wood floors were installed to replicate the original wood flooring in the dining and north family rooms, and black and white linoleum tiles were installed in the kitchen, bath and utility rooms.



Appendices

Appendix 1 (p. 91) includes the full text of Leander's new Mission, Vision & Guiding Concepts. Appendix 2 (p. 97) offers a Recommendation Implementation Table to support plan implementation. Appendix 3 (p. 109) is a set of Public Art Guidelines for the city to consider adopting.

A



APPENDIX 01

City of Leander Mission, Vision & Guiding Concepts



Leander's Vision Statement

An economically sustainable and balanced community that invites endless possibilities, celebrates its vibrant culture, and cultivates a welcoming environment.

Leander's Mission Statement

To deliver fundamental services and programs that recognize and cultivate the unique characteristics of the City, generate an inviting atmosphere, and drive purpose of place and a sense of belonging.

City Council Guiding Concepts

Balance

Economic Sustainability

- Develop a Diversified Tax Base
- Provide a Housing/Jobs Balance
- Maximize Development Potential to Achieve Desired Economic Benefits

Land Use Balance

- Manage Growth to Achieve Economic Sustainability
- Develop a Corporate-Anchored Business Community
- Cultivate Tech Campuses
- Expand on the City's Medical Sector
- Develop the City's Recreation and Hospitality Sectors

Full Life Cycle City

- Maintain an Adequate Supply of Executive Housing
- Not a Bedroom Community – Keep Charm and Diversity
- Recruit a Robust Variety of Retail Stores and Services

Ultimate Balance

- Recognize Unique Sectors Throughout the Community
- Integrate Unique Sectors into a Community Collective
- Resources/Services for all Demographic Segments

Possibilities

Build for the Future

- Develop the City as an Up and Coming Family Place
- Create Opportunities for Multiple Generations to Live, Work and Grow
- Provide Services, Programs, and Infrastructure to Enhance QOL

Maximize the City's Potential

- Cultivate the City's Primary Opportunities
- Collaborate with Public and Private Partners to Enhance the Region and Elevate the City
- Upgrade/Expand Infrastructure to Support Desired Development

City Council Guiding Concepts (continued)

Fundamentals

Protect Public Health, Safety, and Welfare

- Secure Long-Term, Sustainable Sources of Raw Water
- Expand Core Utility System Capacity to Keep Pace with Evolving Demand
- Build and Maintain an Efficient and Effective Roadway System
- Provide Public Safety Services to Keep Pace with Evolving Community Needs
- Protect Flood Prone and Environmentally Sensitive Areas

Provide a Healthy Community

- Develop Integrated Parks and Recreation Systems and Programs
- Implement Recreational and Cultural Programs to Connect the Community
- Interconnect Various Sectors or Districts within the Community
- Develop an Active Transportation System

Provide Great Customer Service

- Develop a Customer Service Strategy
- Establish and Maintain an Efficient Development Process
- Continuously Monitor, Evaluate, and Improve Customer Services

Provide Quality Public Service(s)

- Establish Benchmarks and Performance Metrics for Desired Levels of Service
- Develop Departmental Resourcing Plans to Accomplish Desired Objectives
- Maximize Interdepartmental Coordination for Efficiencies and Effectiveness
- Deploy Technological Solutions to Enhance Public Service Offerings
- Prepare Fiscal Models to Help Ensure Service Continuity

Atmosphere

Cultivate a Friendly and Welcoming Feel

- Protect the Small-Town Charm
- Develop a Vibrant Town Center
- Initiate a “Friendly City” Branding Initiative

City Council Guiding Concepts (continued)

Embrace and Emphasize Uniqueness of Character

- Identify and Define Distinct Areas or Districts
- Protect the Characteristics that Make an Area or District Unique
- Facilitate/Encourage Unique Design Aesthetics in New Developments
- Construct Artistic Crosswalks, Pocket Parks and Amenities to Create a Sense of Place
- Implement an Incentive Program for Development of a Rail Station

Create an Energetic and Engaged Community

- Develop the City as a Festival Destination
- Market the Things that Make the City Special
- Embrace the City’s Diversity

Culture

City of High Character

- Enhance Governmental Transparency
- Engage in Pro-Active and Effective Communications
- Develop the City as a Trusted Source of Information
- Create a Culture of Respect and Professionalism within the Organization

Family-Oriented Community

- Provide Opportunities for Family Engagement
- Collaborate with Educational Entities to Provide Educational Programs/Curriculum to Advance Current and Future Workforce Development
- Develop Recreational Programs and Facilities that Support Families
- Provide Opportunities for the Expression and Display of Cultural Arts
- Provide for a Mix of Housing Opportunities

Inclusive Community

- Recognize Those Who Have Made Leander Home
- Identify and Engage with All Segments of the Community
- Celebrate the City’s Evolving Diversity and Growing Heritage
- Develop a Public Venue to Support Large-Scale Events

Respect Community Heritage

- Develop a Vibrant City Center in Old Town
- Celebrate the City’s History



APPENDIX 02

Recommendation Implementation Table



How to Read The Table

The following table pairs all plan recommendations and action steps with opinions as to the relative cost, priority, phasing, and partners required to accomplish them, as well as other plans or city initiatives they may align with. The following terms and symbols are used throughout (see the following pages):

Cost

- \$ = This recommendation will cost nothing or very little to accomplish, perhaps because it fits into a staff job description or regular city process.
- \$\$ = This recommendation will have a small cost that should not exceed approximately \$25,000.
- \$\$\$ = This recommendation will have a moderate cost that should not exceed approximately \$100,000.
- \$\$\$\$ = This recommendation will have a significant cost that could exceed \$100,000.

Priority

- Lower = This recommendation is important, but somewhat less mission-critical than others.
- Medium = This recommendation is moderate-impact and should be implemented as soon as possible.
- High = This recommendation is high-impact and/or a prerequisite to accomplishing progress in other areas.

Phasing

- Short-term = This recommendation should be enacted within 0–2 years.
- Medium-term = This recommendation should be enacted within 3–4 years.
- Long-term = This recommendation should be enacted within 5+ years.
- Ongoing = This recommendation will require ongoing work.

RECOMMENDATION #1: Develop the organizational capacity to implement arts and culture initiatives.						
#	Action	Cost	Priority	Phasing	Metric(s)	Responsible Partner(s)
1.1	Hire a second Special Events Coordinator to support additional city-led events.	\$\$\$	Medium	Short-term	Y/N – has the position been established and filled?	City Manager, Parks Department
1.2	Hire a Public Art & Culture Coordinator to support the development and implementation of a professionalized Public Art Program and more robust cultural programming.	\$\$\$	High	Short-term	Y/N – has the position been established and filled?	City Manager, Parks Department
1.3	Contract with local artists and other creatives to offer additional arts and culture classes at the community center and senior center.	\$\$	Medium	Short-term	# of courses offered	Parks Department
1.4	Convene local artists regularly through opportunities for education and networking.	\$\$	High	Short-term	# of convenings offered	LPACC, Parks Department
1.5	Actively recruit LPACC members from the community of local art teachers.	\$	Medium	Medium	Y/N – is an art teacher on LPACC?	LPACC
1.6	Publicize LPACC’s Subcommittees and their meeting times, and actively seek community volunteers to serve on them.	\$	Medium	Short-term	Y/N – are the meetings publicized?	LPACC
1.7	Cultivate community cultural leaders to take the lead on implementing cultural events, in partnership with as opposed to led by the city.	\$	Lower	Long-term, Ongoing		LPACC, Chamber, Parks Department
1.8	Have LPACC members and other city leaders tour the nearby communities of Georgetown, Round Rock, Fredericksburg, and Cedar Park and learn from members of their arts communities what has been working well for them.	\$\$	High	Short-term	# of volunteers serving	LPACC, City Council, Mayor
1.9	Understand the role a local Arts Council might play in Leander and consider how to facilitate such an organization over time.	\$	High	Long-term, Ongoing	# of arts & culture orgs in Leander (and % change)	LPACC, City Manager, Mayor, City Council

RECOMMENDATION #2: Create places for art and culture to be created and enjoyed.						
#	Action	Cost	Priority	Phasing	Metric(s)	Responsible Partner(s)
2.1	Plan for and invest in placemaking efforts for Old Town and other current or potential community gathering spaces.	\$\$\$\$	High	Medium-term, Ongoing	# of projects completed	City Manager, Planning Department
2.2	Ensure that all of Leander’s parks, neighborhoods, and public buildings include within their master plans a section on how they will incorporate art and other cultural elements.	\$	Medium	Medium-term, Ongoing	Y/N – do all plans (2025 and beyond) have an arts & culture section?	City Manager, Planning Department, Parks Department
2.3	Use any and all of Leander’s public spaces – including its parks, library, senior center, city administration buildings, etc. – to regularly host visual and performing arts experiences.	\$\$	High	Short-term, Ongoing	# of arts and culture exhibits in public spaces	LPACC, Library, Senior Center, Parks Department
2.4	Develop an incentive program to attract artists that includes low-cost live/work spaces; partner with a developer to identify opportunities for this at particular sites or buildings.	\$	Lower	Long-term	Y/N – is there an artist space open or in development?	City Manager, Local developers
2.5	Work to create an additional event space in Leander, whether by revisiting the proposed Bryson Farmstead redevelopment project and clarifying areas of resident concern or by pursuing a new opportunity.	\$	Medium	Medium-term	Y/N – is the Bryson site approved for development? Is another site?	City Manager, Chamber

RECOMMENDATION #3: Update city policies to better support art and culture.						
#	Action	Cost	Priority	Phasing	Metric(s)	Responsible Partner(s)
3.1	Revise the city’s current public art program ordinances accordingly: • Offer more precise definitions of “artist,” “public art,” and other relevant terms. • Better define appropriate and inappropriate uses of funds. • Add criteria for artworks acquisition, maintenance, and removal. • Operationalize the public art program with an annual work plan. • Simplify appropriations calculations for municipal construction projects by appropriating 1% of municipal construction projects across the board to public art (not to exceed \$100,000). • Remove language about “encouraging” developers/owners to commit 1% of their projects to public art and instead require it. • Expand flexibility in public art implementation by removing the stipulation that art be considered part of the project itself and instead allow funds to be applied throughout the city, as LPACC and the Public Art & Culture Coordinator see fit.	\$	High	Short-term	Y/N – have the city’s public art guidelines been updated?	City Council, Legal Department, LPACC
3.2	Strike the code regarding city adoption of cultural events and clarify the city’s role in supporting events.	\$	High	Short-term	Y/N – have the city’s cultural events guidelines been updated?	City Council, Legal Department, LPACC

RECOMMENDATION #4: Provide more arts and culture programming and amenities for residents of all ages.						
#	Action	Cost	Priority	Phasing	Metric(s)	Responsible Partner(s)
4.1	Add a new slate of arts and culture programs for people of all ages (e.g., artmaking, dance, cooking, etc.) at the Leander Activity Center and the new Senior Activity Center.	\$\$	High	High	# of courses offered # of participants	Parks Department
4.2	Equip the activity centers with permanent artmaking equipment to support classes in ceramics, screen printing, photography, 3D printing, and/or other media.	\$\$\$	Medium	Medium	Y/N – has artmaking equipment been installed? # of courses offered using the equipment # of participant	Parks Department
4.3	Partner with the Historical Preservation Commission to offer programs on Texas and Leander history.	\$	Lower	Lower	Y/N – has a history program been offered? # of sessions	LPACC, Historic Preservation Commission
4.4	Create a Library of Things with objects that can facilitate home-based arts and culture activities (e.g., cameras, sewing machines, cookware, etc.).	\$\$	Lower	Lower	Y/N – has a Library of Things been established? # of items available # of items checked out	Library

RECOMMENDATION #5: Install more public and publicly accessible art throughout the city.						
#	Action	Cost	Priority	Phasing	Metric(s)	Responsible Partner(s)
5.1	Support small businesses in installing murals or other creative art installations.	\$\$	Lower	Short-term	# of businesses displaying art	LPACC, Chamber
5.2	Prioritize the following themes in public art: - Leander history & heritage - Cowboys (of all races), ranching, rodeo - Dinosaurs/prehistoric times - Trains - Diverse cultures coming together - Family - Native flora and fauna	n/a	High	Short-term, Ongoing	n/a	LPACC
5.3	Solicit artists for utility box and banner art opportunities.	\$\$	High	Short-term	Y/N – do utility boxes and/or banners have art on them? # of boxes with art # of artistic banners	LPACC
5.4	Proactively encourage private developers to factor art into their developments.	\$	High	Short-term, Ongoing	# of developments with art	LPACC, City Manager
5.5	Hire an artist to lead the community in participatory art projects of which all participants can be proud (e.g., fairy houses along a trail, a tiled sculpture or wall, a mural, etc.).	\$	Medium	Short-term	Y/N – has a community participatory art project been undertaken?	LPACC
5.6	Aim to implement 1–2 significant, permanent public artworks per year. Transition from art-on-loan submissions to curated exhibitions and commissions to grow the city’s public art collection.	\$\$\$\$	High	Medium-term, Ongoing	Y/N – has the city’s permanent public art collection grown? # of public artworks installed annually	LPACC, City Council

RECOMMENDATION #6: Offer a diverse slate of community events to reach all audiences.						
#	Action	Cost	Priority	Phasing	Metric(s)	Responsible Partner(s)
6.1	Develop a package of support for community-led cultural events of all sizes, to include possible funding and in-kind services.	\$	Medium	Short-term	Y/N – does a city event sponsorship package exist?	Parks Department, City Manager
6.2	Define a set list of annual holiday events the city will offer, with the following recommended: MLK Day, Memorial Day, Juneteenth, 4th of July, Halloween, Veteran’s Day, and Christmas/Hanukkah.	\$	High	Short-term	Y/N – has an official calendar of holiday events been agreed upon?	Parks Department, Mayor
6.3	Offer community events that are not explicitly cultural in nature, but that invite cultural expression by their nature (e.g., chili cook-offs, dance showcases, food and beverage festivals, etc.)	\$\$\$	High	Short-term, Ongoing	# of events offered # of events at which multiple cultures were represented	Parks Department, Mayor
6.4	Add multi-cultural elements to the Old Town Christmas Festival event, for example having trees sponsored and decorated by local nationality groups.	\$	High	Short-term	Y/N – did the Christmas Festival feature more than one cultural group? # of cultural groups represented at the event	Parks Department, Mayor
6.5	Grow the annual ArtFest and add to it a half-day Arts Summit that convenes city leaders and the local arts community to share successes and plan for the future.	\$\$	High	Short-term	Y/N – did a half-day Arts Summit occur? % growth for ArtFest	LPACC, Parks Department, Mayor

RECOMMENDATION #7: Help community members become aware of opportunities to experience art and culture locally.						
#	Action	Cost	Priority	Phasing	Metric(s)	Responsible Partner(s)
7.1	Explore the viability of electronic community bulletin boards at sites throughout the city through which to communicate information about arts and culture opportunities, alongside other city news.	\$\$	Lower	Medium-term	Y/N – have bulletin boards been installed?	LPACC, Communications Department
7.2	Establish a Communications subcommittee on LPACC that is responsible for cultivating an arts and culture email list and sharing information relevant to Leander's creative community.	\$	High	Short-term	Y/N – has a committee been established? # of email contacts # of message and/or social media metrics	LPACC, Communications Department



RECOMMENDATION #8: Better fund the public art program and arts- and culture-oriented community groups.						
#	Action	Cost	Priority	Phasing	Metric(s)	Responsible Partner(s)
8.1	Establish a fund to seed for- and not-for-profit art and culture startups.	\$\$\$	Medium	Short-term	Y/N – has a fund been established and funded? \$ in the fund	City Manager, Mayor
8.2	Create a city-run grant program to support special events offered by local community groups.	\$\$\$	Medium	Medium-term	Y/N – has money been set aside to support community events? \$ allocated to this	City Manager, Mayor
8.3	Require private developers to give 1% to the arts).	\$	High	Short-term	Y/N – are developers giving 1% to the arts? \$ given	City Council, Local developers



APPENDIX 03

Public Art Guidelines



Introduction

The following policies establish the City of Leander’s Public Art Program and regulate its public art, in order for the city to:

- Ensure consistent decision-making processes for the acceptance, placement, display, long-term maintenance, and removal of public art funded in-full or in-part by the city, and/or public art installed on city-owned or city-managed property
- Develop a dynamic, high-quality collection of public artworks that are maintained with the highest degree of integrity
- Protect artists, the general public, and the city from potential harms
- Encourage economic development and cultural tourism
- Foster an understanding of and appreciation for public art among residents

These policies will have no effect upon other city codes or regulations.

Definitions

The following terms, phrases, words, and their derivations will have the following meanings herein:

Accession means a procedure for the acceptance of artwork into the city’s Public Art Collection.

Artist means an individual generally recognized by critics and peers as a professional practitioner of the visual, performing, or literary arts, as judged by the quality of that professional practitioner’s body of work, educational background, experience, public performances, past public commissions, sale of works, exhibition record, publications, and/or production of artwork. Not considered artists are the employees or associates of the architectural, engineering, design, and/or landscaping firms retained for the design and/or construction of a project covered by these policies.

City means the City of Leander, Texas.

Creative Amenity means any non-standardized enhancement made to public space, with the exception of public art, which is a particular type of creative amenity to which these policies uniquely apply.

Commissioned Public Art means artwork solicited by and funded through Leander’s Public Art Program.

Community Art means a creative project that community members help to implement. If such a project is conceptualized and led by an artist, it may be considered public art; otherwise, it is a creative amenity.

Deaccession means a procedure to withdraw artwork from the city’s Public Art Collection and determine its future disposition.

Donation or Donated Public Art mean any artistic asset accepted by the city for which the donor has received no goods or services in return, other than private acknowledgment of the donation and/or the placement of a small plaque on the donation, as desired by the donor.

Donor means an individual, group, organization, or other legal entity that proposes or provides a donation of artwork to the city.

Historic or Civic Objects means objects that are historically or civically significant.

Lender means an individual, group, organization, or other legal entity that proposes or provides a loan of artwork to the city.

Definitions

Lifespan means the amount of time an artwork’s materiality will allow it to be displayed, whether for reasons of safety or artwork integrity, or the artwork’s contracted display period, whichever is shorter. An artwork’s lifespan can be:
Temporary: 0–2 years
Short-term: 2–10 years
Medium-term: 10–25 years
Long-term: 25+ years

Loaned Public Art means temporary public art that is loaned to the city by a third party for display on public property for an agreed-upon period of time.

Mural means a work of public art that is hand-painted, hand-tiled, or digitally printed, with property owner approval, on a building, structure, fence, or other object within public view. Murals are distinct from informative, creative, or commercial signage by virtue of their artistic nature; as such, they do not contain text, graphics, or symbols that specifically advertise or promote a business, product, service, religion, political party or candidate, or otherwise.

Public Art means freely accessible artforms, conceptualized and created by an artist (or community members with the support of an artist), that include the following:

- Sculpture, statues, or monuments, in any material or combination of materials
- Paintings
- Murals
- Graphic arts, including printmaking and drawing
- Photography
- Crafts in clay, fiber and textiles, wood, metal, plastics, glass, and other materials
- Mixed-media (i.e., any combination of forms or media, including collage)
- Performing arts
- Functional art, such as street furniture
- Environmental art consisting of landforms and artistic landscape composition, or artwork created from natural (non–man-made) materials

Public art does not include:

- Reproductions of original works of art (except for limited editions, controlled by the artist, of their original prints, cast sculptures, photographs, or other works of art)
- Decorative, ornamental, or functional elements that are designed by a building architect, or consultants engaged by the architect, that are traditional or typical elements of architectural functionality or code standards
- Elements generally considered to be conventional components of landscape architectural functionality or code standards, including but not limited to plant materials, pools, paths, benches, receptacles, fixtures, and planters (unless designed and fabricated by an artist)

Definitions

- “Art objects” that are mass produced or of a standard design, such as playground sculptures or fountains
- Directional or other functional elements, such as supergraphics, signage, color coding, and maps
- Electrical, water, or mechanical services necessary for activation of an artwork
- Exhibitions or educational programs related to an artwork
- Art that displays slogans, logos, mascots, or commercial advertising

Public Art Collection or Collection means the totality of art objects owned by Leander that have undergone the accessioning process.

Public Art Commission or Commission means an officially constituted Commission that advises the city on all matters pertaining to Leander’s Public Art Collection.

Public Art Coordinator or Coordinator means the Leander’s Public Art Coordinator role and the person who occupies it.

Public Art Policies or Policies mean the policies approved by City Council for the administration of Leander’s Public Art Program.

Public Art Program means Leander’s Public Art Program, through which the city acquires, installs, maintains, and removes works of public art.

Public Art Program Work Plan means an annual report developed by the Public Art Coordinator that provides a complete accounting of the Public Art Program’s activities and expenditures over the preceding year, the status of in-progress and upcoming artwork solicitations, plans for future projects, and maintenance updates.

Public Space means any area or property, public or private, that is accessible and/or visible to the general public a minimum of eight hours per day.

Publicly-owned Land means any land open to the public and managed by either the City of Leander or a public entity that has a shared-use agreement with the City of Leander.

Purchased Public Art means artwork that existed prior to being purchased by Leander’s Public Art Program.

Relocation means moving an artwork from one location to another.

Roles and Responsibilities

Leander’s Mayor & City Council

As the community’s elected officials, the Mayor and City Council are ultimately responsible for the Public Art Program’s outcomes.

City Manager’s office

The City Manager’s Office will administer Leander’s Public Art Program in coordination with the Public Art Commission, other city staff members, outside contractors, and community partners. The City Manager will determine the appropriate staffing structure to implement the city’s Public Art Program.

Public Art & Culture Commission

The Leander Public Art & Culture Commission will advise City Council on all matters pertaining to Leander’s Public Art Collection and related programming. Its responsibilities will include:

- Promoting the city’s public art to residents and visitors
- Proposing public art projects for the city to consider
- Recommending sites for public art projects
- Reviewing and making recommendations on city-commissioned or -purchased artworks and donation and loan submissions
- Reviewing and making recommendations for artwork relocation or removal
- Providing input on public art policies and procedures
- Helping to develop the annual Public Art Program Work Plan

Commission Membership

The Commission will number no fewer than seven and no more than eleven members, including: A non-voting City Council liaison, appointed by the Mayor for a term not to exceed their current political term

- One or more arts professionals
- One or more members of local arts organizations
- One community member with an interest in the arts
- One design professional

Conflicts of Interest & Termination

While serving on the Public Art Commission, no member may participate in a discussion, decision, or recommendation on any matter affecting a person, entity, or property in which that member has an interest, including situations where the member is reasonably likely to receive a direct or indirect economic effect or consequence. Any member with a conflict of interest relating to any public art proposals, submissions, or inquiries will declare that conflict and recuse themselves from any discussion on the subject, including discussions outside of scheduled meetings. Any member serving on the Commission is ineligible to contract with the City of Leander on a public art project during their service and for an entire year thereafter.

Commission membership may be terminated by the Mayor or the member at any time.

Roles and Responsibilities

Public Art Coordinator

The Public Art Coordinator will assume day-to-day responsibility for implementing the city’s Public Art Program, whether as a staff member or a consultant. Additional staff resources or outside consultants may be required to assist in implementing public art projects, particularly those of a larger scale. Their responsibilities will include:

- Working with various city staff to develop potential projects for consideration
- Coordinating with other city planning efforts
- Presenting the Public Art Program Work Plan to City Council as part of the city’s regular budget process, to include a complete accounting of the Public Art Program’s activities and expenditures over the preceding year, the status of in-progress and upcoming artwork solicitations, plans for future projects, and maintenance updates
- Managing the Commission and its monthly meetings
- Coordinating with the Commission on any matter pertaining to public art, including:
 - The annual Public Art Program Work Plan
 - Artist selection committees and processes
 - The acceptance, purchase, commission, and placement of artworks
 - Public art–related programming and media
- Coordinating the hiring of an outside consultant or agency to administer public art projects, as needed
- Ensuring various city departments are following Leander’s Public Art Policy
- Developing and maintaining an inventory of Leander’s Public Art Collection
- Surveying Leander’s Public Art Collection periodically to determine if its artworks require attention

City Staff

City staff members will support Leander’s Public Art Program as needed. Their responsibilities will include:

- Looking for opportunities to include public art throughout the city, particularly in locations identified as priorities in this plan
- Providing information to the Public Art Coordinator regarding any projects to be included in the annual Public Art Program Work Plan
- Coordinating on the execution of any city-run public art project, upon request

Collection Management: Acquisition

The City of Leander will acquire artworks by purchasing already-existing art, commissioning new art, and accepting donated art; at times, the city may also choose to temporarily display loaned art. Artworks acquired through the purchase and donation processes described herein are considered to have been accessioned into Leander’s Public Art Collection and must be cared for in accordance with the following Collection Management policies. Creative amenities in the city’s possession that were acquired outside of or before these policies were adopted will not be automatically accessioned into Leander’s Public Art Collection; the following policies will not apply to them unless and until this process occurs.

- The following policies were designed to:
- Maintain the quality and value of Leander’s Public Art Collection
 - Eliminate artworks that are unsafe or unrepairable, or that no longer meet the city’s needs
 - Respect the creative rights of artists
 - Guard against the arbitrary disposal of any pieces in Leander’s Public Art Collection
 - Support an efficient workload for staff

Current City-owned Art

Artworks on city-owned or -managed property at the time this policy is adopted will be evaluated for accession into Leander’s Public Art Collection. If they do not meet the criteria, the pieces will be considered creative amenities and managed accordingly.

Purchased Public Art

These policies will allow Leander to acquire artworks using rigorous, transparent processes that ensure artistic excellence within its Public Art Collection.

Purchasing Procedures

Pursuant to City of Leander Purchasing Policy, if the purchase of an existing artwork, or the award of a contract for a newly commissioned artwork, exceeds \$50,000.01, the city’s Public Art Commission must submit its recommendation in favor of the purchase or contract to the city’s Public Art Coordinator, who will present that recommendation to City Council for final approval.

Artist Selection Processes

- The Public Art Coordinator will work with the Public Art Commission to determine the appropriate artist selection method for each public art commission, in alignment with the following goals:
- Advancing the mission and goals of Leander’s Public Art Program
 - Selecting an artist or artists whose existing public artworks or past collaborative design efforts have demonstrated a level of quality and integrity
 - Identifying an approach to public art suitable to the goals and demands of the particular project
 - Selecting an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves

Collection Management: Acquisition

- Selecting an artist or artists who can work successfully as part of an overall project design team
- Ensuring that the selection process represents and considers the interests of all parties concerned, including those of the public, the arts community, and the city departments involved
- Ensuring that artists and selection committee members are broadly reflective of Leander’s population

Artist Selection Methods for Acquiring Existing Artwork

- Exhibitions: An Artist Selection Committee may put out a call inviting artists to submit artworks for possible inclusion in a competitive exhibition, from which the city could opt to purchase one or more pieces to add to their Collection.
- Direct Invitation: An Artist Selection Committee may invite a specific artist to offer one or more of their artworks for consideration.
- Direct Purchase: An Artist Selection Committee may determine that a project requires the purchase of a specific artwork, due to its exacting nature or to a tight project timeline.

Artist Selection Methods for Commissioning New Artwork

- Open Competition: An Artist Selection Committee may offer an open competition, through which any artist may submit their qualifications or proposal, subject to any requirements established by the Committee. The Requests for Qualifications (RFQs) and/or Requests for Proposals (RFPs) for such projects should be sufficiently detailed to permit artists to determine whether their art is appropriate for consideration. Open competitions allow for the broadest range of possibilities for a site and reveal new, otherwise unknown, and emerging artists.
- Limited or Invitational Competition: An Artist Selection Committee may invite just a few pre-selected artists to submit their qualifications and/or proposals for a project, particularly in cases where specialized experience or knowledge will be required to complete it.
- Direct Invitation: An Artist Selection Committee may invite a specific artist to develop new artworks for their consideration.

Artist Services Procurement

- Design Team Member: In some instances, the city may select an artist as part of a larger project design team. Language in an RFQ/RFP could stipulate the requirement that all teams responding to the project include a professional artist, based on the criteria outlined or from a pre-qualified list. The Public Art Coordinator would then sit on the design team selection committee to represent the interests of the Public Art Program.
- Pre-qualified Artist Lists: The city may develop a pre-qualified pool of artists from which it can choose artists for limited competitions, direct artist selection, and direct artworks purchase. This list should be developed based on a comprehensive review of artist qualifications and updated annually or bi-annually, depending on the frequency of new projects and interest from the local arts community.

Collection Management: Acquisition

Artist Selection Committees

Once the Public Art Coordinator and the Public Art Commission have decided upon an artist selection method, they will establish a jury process through which recognized experts will recommend which artist(s) should be invited to create an artwork or artworks for the city. If the budget for a single artwork will be less than \$50,000.00, the Commission will act as the selection committee; if it will be or exceed \$50,000.01, a separate selection panel must be formed. The Public Art Coordinator will recommend members for a non-Commission Artist Selection Committee to ensure that it is representative of the community demographic and contains at least five but no more than nine members of the following:

- Members of the Public Art Commission
- Artists or arts administrators
- Design professionals
- A City of Leander project manager, who may appoint the project architect or landscape architect in their stead
- A member of the project steering committee, if one has been appointed
- A community or neighborhood representative

Conflicts of Interest & Transparency

Artist Selection Committee members will declare any conflicts of interest for all projects and artworks under consideration at the beginning of their meetings. A conflict of interest exists if a committee member, an organization the committee member is associated with as a staff or board member, or a committee member's family member can gain financially from the project under consideration by the Artist Selection Committee. In order to promote public confidence in this process, a committee member may also declare a conflict if they think there may be a perception that they have one. If a committee member has a conflict, they must not participate in the Artist Selection Committee's discussion or decision regarding the project, including discussions outside of scheduled meetings.

During an artist selection process, Artist Selection Committee members will not submit applications for the placement of their own artworks and/or projects. City staff and Commission members may invite artists to participate in the process, but must refrain from giving advice to applicants or answering their questions during it; they must direct such questions to the Public Art Coordinator. The Commission must solicit public comment for all pieces of public art commissioned or purchased for more than \$50,000.01. An opportunity for public comment must be given before a formal vote on such artworks. A formal vote recommending artist or artwork selection to City Council must be recorded in keeping with the city's public record requirements.

Project Implementation Process for Site-specific Artworks

Upon the decision of the Artist Selection Committee, and with the assistance of the City Attorney's Office, the Public Art Coordinator will prepare a contract that includes the scope of work, fee, schedule, and relevant terms and conditions to be approved by the city and artist. The city will follow the process for contracting required by law. The artist contract may be phased to include two scopes of work with separate pay schedules and deliverables. The first would include all design documentation, including

Collection Management: Acquisition

the final design, stamped engineering drawings, installation details, and a revised fabrication budget and timeline, while the second would include all costs related to fabrication and installation. If the parties are unable to reach mutually beneficial contract terms, the contract process will be terminated. Before issuing a notice to proceed with installation, the Public Art Coordinator will organize a meeting with all relevant staff and contractors to review roles, responsibilities, and schedules. They will further ensure all documents are signed and that insurance coverage is documented.

If specified in the contract, the artist will create design development drawings for review and approval from the city before fabrication. The Public Art Coordinator will schedule meetings with the appropriate offices to review and approve these plans. If the artist proposes any significant design changes, the Public Art Coordinator will secure the recommendation for approval from the Commission and the appropriate city departments before approving said changes in writing, per the terms and conditions of the contract.

The Public Art Coordinator will oversee project implementation and ensure the artist has completed all project requirements before interim and final invoice payments are made.

Donated Public Art

Leander will consider donations of already-completed artworks on a case-by-case basis, when the city has established in advance and publicized a need for an art donation. The city has no obligation to accept a proposed art donation.

Donation Proposal Procedures & Review Process

Formal requests to donate artwork to the City of Leander will be made to the Public Art Coordinator through an Art Donation Agreement Application (Donation Proposal). Following a positive initial review, the Public Art Commission will evaluate the donation request, determine the appropriateness of the donation, as measured by the criteria for evaluation below, and provide a written recommendation to City Council, which will vote on whether to accept the donation. The city will notify the donor of this decision in writing, identifying final conditions if approval is granted. Donors will not be publicized without their permission, but their names will be noted internally and are a matter of public record.

Criteria for Evaluation

Each donation request will be considered on the basis of whether the donated art:

- Contributes to and enhances Leander's Public Art Collection
- Meets a high standard of quality and is appropriate and meaningful to the community
- Includes the submission of a Donation Proposal and a Maintenance Plan
- Is endorsed by the Commission and approved by City Council
- Meets the following criteria:
 - Suitability: Donated public artworks will be suitable for public display on city-owned or city-managed property.
 - Relevance and Site Context: Donated public artworks will be appropriate for their proposed

Collection Management: Acquisition

locations and surroundings and/or complement the architecture, topography, history, and social dynamic of the locations in which they are placed.

- Physical Durability: Donated public artworks will be durable against theft, vandalism, and weather for the length of their lifespans.
- Public Safety and Liability: Donated public artworks will not create any public safety concerns, nor any potential liabilities for the city.
- Sustainability: Donated public artworks will have minimal environmental impact and be reasonably sustainable, including in their operations and maintenance requirements/costs.
- Legality: Donated public artworks will be clear regarding donation terms, legal title, copyright authenticity, artist’s right to reproduce, etc.
- Originality: Donated public artworks will be of an original design, unless it is decided that duplication of an artist or artists’ previous work(s) is acceptable.
- Compliance with Sign Code: Donated public artworks will feature no copy, lettering, symbols, or any references directly promoting any product, business, service, religion, or political party or candidate.
- Supporting Costs: Donated public artworks will have secured funding for production, siting, installation, and ongoing operations and maintenance, either by the donor or through the approval of City Council, before they are accepted.
- Installation and Maintenance: Donated public artworks will be accompanied by Maintenance Plans, as agreed upon by the artist, the city, and the property owner, to guide their installation, restoration and preservation, and removal. These will include:
 - The artwork’s lifespan and the prognosis of its durability in consideration of that lifespan
 - Routine cleaning protocols, methods, cleaning agents, and frequency
 - Itemization of long-range care considerations, highlighting maintenance and the anticipated need for conservation treatment or repairs
 - A list of the materials used to create the artwork
 - A guarantee against failures of workmanship over an agreed-upon period of time
 - Proof of any manufacturer’s or fabricator’s warranties for the artwork and transfers of them to the city, as applicable

Memorial Gifts

Memorial gifts will have an additional review process, which will include:

- Timeframe: The person or historical event memorialized must be deemed significant enough to merit such an honor. If the artwork portrays a person in their likeness, the person so honored will have been deceased for a minimum of five years before consideration.
- Community Value and Timelessness: The artwork reflects broad community values and possesses timeless qualities that will be meaningful to future generations.
- Location: The location being considered for the artwork is an appropriate setting for the memorial; generally, there should be some specific geographic justification for the memorial being located at a particular site.

Collection Management: Acquisition

Acceptance & Accession of the Artwork

If the city accepts the proposed donation of artwork, a formal agreement will be negotiated outlining the responsibilities of each party (i.e., the city, sponsor(s), artist(s), and outside contractor(s), where applicable). The agreement will address project funding, insurance, siting, installation, operations and maintenance, project supervision, vandalism, the right of removal or transfer, public safety, and other issues as necessary.

Once a donated artwork has been formally accepted by the city, the city will be its sole owner and have the right, in its sole and absolute discretion, to deaccession that artwork without providing notice to the donor or obtaining their consent.

The city upholds copyright law and the Visual Artists Rights Act of 1990 (17 U.S.C. § 106A). Any necessary changes to the art will be made in consultation with the artist and donor(s), when possible, or notification will be provided to them. The completed and installed artwork will be accessioned and added to the city’s inventory with all accompanying documentation.

Removal, Relocation, or Deaccession of the Artwork

In accepting a donation of artwork, the City of Leander will not be bound by any agreement with the donor that restricts the city’s ability to act in its best interest. Nothing in the acceptance of a donation of artwork shall prevent the city from approving subsequent removal, relocation, or deaccessioning of such donations if it serves the city’s best interest to do so. The city will deaccession and dispose of artworks in its Collection in accordance with the Collection Management: Removal & Deaccessioning section of this policy.

Loaned Public Art

Art on loan, or art on temporary display on city-owned property, is subject to the same review process as donated artworks and must meet the same standards. Loaned art will not be accessioned or added to the city’s inventory; however, it will be cared for in the same manner as any piece in Leander’s Public Art Collection during the loan period specified, unless otherwise specified in the loan agreement. The city may accept loaned public art from organizations and residents outside of the city. Upon approval of a loaned artwork and prior to its delivery and installation, the lender will sign an Art Loan Agreement with the city, to include:

- Loan Terms: Loan agreements will be for a minimum of six months and a maximum of two years, with a provision for up to one year extension with written approval from the lender and the city. When determining the duration of a loan and its display, lenders and the city should consider an object’s material conditions, display location, and display context. At the end of the term of loan, the lender will be granted up to six additional weeks to remove the artwork.
- Costs: The lender will be responsible for all costs associated with the loaned artwork, including but not limited to those for transportation, installation, maintenance, removal, and repair, as necessary, unless otherwise indicated in a written agreement with the city.
- Insurance: The city will not assume responsibility for damage or theft of artwork that is on display

Collection Management: Acquisition

in accordance with this policy. The lender will acknowledge that a risk of damage, loss, vandalism, or theft is inherent in a public display. The lender must furnish satisfactory evidence of liability insurance by submitting a Certificate of Insurance, Additional Insured Endorsement listing the City of Leander, and a Waiver of Subrogation. With approval from the city, the liability insurance requirement may be waived if the lender signs an Art Loan Release of Liability form.

- Maintenance Terms: Prior to accepting the loaned artwork, the lender will provide the city with a condition inspection report. Thereafter, the city will provide basic site maintenance for the artwork, as well as assistance with installation and removal, under the supervision of the lender or lender’s representative and as specified in the Art Loan Agreement. Vandalism or other damage to the loaned artwork will be reported to the Leander Police Department.

Removal

Lenders are required to remove loaned artworks by the agreed-upon termination date. The city does not accept responsibility for art not removed within the designated timeframe; any piece of art that is not removed by the deadline shall be treated as abandoned property. Loaned artworks may be removed from city property by the city in accordance with the Collection Management: Removal & Deaccessioning section of this policy.

Collection Management: Maintenance

The City of Leander will maintain its Collection by means of artist- or donor-developed Maintenance Plans, provided before an artwork has been acquired, that detail the work and how it is to be cared for over time. Maintenance plans will:

- Inform the city’s process regarding whether to accession an artwork
- Bring potential problems with an artwork to light in its design phase
- Outline an artwork’s anticipated maintenance requirements and the costs associated with them
- Provide clear directives as to how the artist intends for a piece to function and age
- Create a checklist of critical elements to account for in post-fabrication and -installation inspections and reports
- Allow for reasonable expectations as to an artwork’s lifespan and durability

Maintenance Plans

Maintenance Plans for an artwork will be created by its artist and/or donor, in partnership with the Public Art Coordinator, qualified art conservators, and others as necessary, and submitted to the Public Art Commission for consideration before an artwork is accepted or commissioned. To create an artwork’s Maintenance Plan, its artist or donor will render an opinion on the following, with regard to both the artwork and the site it is intended for:

- Durability
- Type and integrity of materials
- Construction/fabrication technique
- Internal supports, anchoring and joining, and footings
- Landscaping
- Necessary maintenance schedules
- Vulnerable and delicate elements
- Drainage
- Potentially dangerous elements
- Security
- Proximity to other structures or design amenities
- Environment
- Whether the design encourages/discourages interaction
- Effects of skateboarding, graffiti, and any other potentially damaging activities

In addition to enacting the Maintenance Plans for each artwork according to the schedules outlined, the City of Leander will assess the condition of all public art in its Collection with a qualified professional conservator every five years to develop a prioritized list of works in need of conservation or maintenance.

Trained contractors may carry out routine maintenance on public artworks. The Public Art Coordinator will hire qualified specialists to support artworks that require a higher level of maintenance, specialized care, or conservation treatment.

Collection Management: Maintenance

The City of Leander, professional conservators, and others involved in maintaining an artwork will strive to enact its Maintenance Plan without unduly interfering with the artist’s aesthetic intent.

Post Fabrication/Installation Inspection

The Post-Fabrication/Installation Inspections conducted by city staff will be based on the Maintenance Plan that was developed during the artwork’s design phase. It will confirm that:

- The artwork has been executed as proposed and agreed upon
- The artwork has no missing or incomplete elements
- The quality of materials and fabrication is acceptable
- Installation is stable and secure
- Stainless steel is fully and properly “passivated”
- Protective coatings have been applied, as necessary
- Warranties for electronic and other media are submitted, as applicable
- Any vulnerabilities with the artwork have been identified and addressed
- No new damage has resulted from installation process
- The Maintenance Plan has been amended as needed and is now accurate
- The plaque/public notice meets program policies and is properly installed

Collection Management: Removal & Deaccessioning

A permanent piece of public art from Leander’s Public Art Collection is subject to requests for removal or deaccessioning after a period of being on display for at least five years (assuming that its lifespan exceeds this length of time), or when it has become unsafe at any time. A piece has been “removed” when it is removed from public view within the City of Leander, whether to temporary or permanent storage or as a temporary loan to another organization or municipality. A piece has been “deaccessioned” when it has undergone a formal process that culminates in the formal, permanent removal of a piece from the city’s Public Art Collection. The removal of an artwork from public view should in no way be construed to mean that it has been deaccessioned.

Access to Artworks

The city will seek to provide unfettered access to artworks in its Public Art Collection. However, the city reserves the right to limit their availability due to circumstances such as funding, public safety, lack of display space, and deaccessioning processes underway.

Removal from Public Display

If an artwork is removed from public display, and the removal is not an emergency removal, Leander may consider the following options for its disposition:

- Relocation: If the Commission recommends that an artwork be removed from its original site, and if its condition is such that it can be re-installed, the Commission will attempt to identify another appropriate site for it. If the artwork was designed for a specific site, the Commission will attempt to relocate the work to a new site consistent with the artist’s intention. If possible, the artist’s assistance will be requested to help make this determination. The city may, as necessary or appropriate, transfer city-owned public art from one public site to another, transfer public art to storage, or make a temporary loan of public art to another agency or organization.
- Storage: An artwork may be removed to storage until a new site for it has been identified or the city decides to pursue a deaccessioning process for it.

Provision for Emergency Removal

In the event that the structural integrity or condition of an artwork is such that it presents an imminent threat to public safety, the City Manager may authorize immediate removal without the artist’s consent, and have the artwork placed in temporary storage. If the artist’s agreement with the city has not been waived under the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A), the city must notify the artist of this action within 30 days. The city will then consider options for repair, reinstallation, maintenance, or deaccessioning. The city is not obligated to repair, reinstall, and/or replace temporary artworks (including but not limited to utility box wraps, murals, etc.) that have been removed either as a result of the Provision for Emergency Removal, or due to inadvertent damage or destruction.

Collection Management: Removal & Deaccessioning

In the event that the artwork cannot be removed without being altered, modified, or destroyed, and if the artist’s agreement with the city has not been waived under the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A), the city must attempt to gain written permission from the artist or their representative before proceeding. In the event that this cannot be accomplished before action is required in order to protect the public health and safety, the city shall proceed according to the advice of the City Attorney.

Criteria for Deaccession

Requests to deaccession artwork shall be made through the Public Art Coordinator to the Commission and will be considered on a case-by-case basis. One or more of the following may be grounds for the city to deaccession public art from city-owned or -controlled property:

- An artwork is not, or is only rarely, on display because of lack of a suitable site
- The condition or security of the artwork cannot be reasonably guaranteed
- The artwork has been damaged or has deteriorated, and repair is impractical or unfeasible
- The physical structure of the artwork endangers public safety
- The artwork was stolen from its location and cannot be retrieved
- Changes in the use, character, or design of a site specific to a particular artwork have substantially affected its integrity
- The artwork has become incompatible with the rest of the Collection
- The city wishes to replace the artwork with a piece of more significance by the same artist
- Costs to maintain the artwork are higher than anticipated
- Faults of design or workmanship make repairing the artwork impractical or unfeasible
- The artist or donor has submitted a written request for an artwork’s removal or return
- Significant, adverse public reaction to the artwork has continued unabated over an extended period of time
- The artwork has become publicly associated with racism, sexism, homophobia, xenophobia, acts of assault or violence, or other offensive themes
- City Council has determined that it is in the best interest of the city to remove the public art

Integrity of Artworks

The Leander Public Art Program will seek to ensure the ongoing integrity of artworks in its Public Art Collection and the sites for which they were created, to the greatest extent feasible, in accordance with the artist’s original intentions and consistent with the rights afforded by the Visual Artists Rights Act of 1990 (17 U.S.C.§ 106A).

Lifespan

An artwork’s lifespan is either the amount of time its materiality will allow it to be displayed (either for artwork safety or artwork integrity reasons), or the object’s contracted display period, whichever is shorter. Lifespans assigned to the work during the commissioning process will be considered as part

Collection Management: Removal & Deaccessioning

of requests for deaccession or removal. For artworks that have not been assigned a lifespan, the Public Art Coordinator may engage experts to assist in assigning it one, based on the artwork’s materials and fabrication methods.

- Temporary: 0–2 years
- Short-term: 3–10 years
- Medium-term: 11–25 years
- Long-term: 26+ years

Removal or Deaccessioning Application Process

- Preliminary Request: Permanent artworks must be in place for at least five years before deaccession or relocation requests will be considered, unless matters of public safety necessitate their removal.
- Deaccession and Removal Form: Persons who believe an artwork should be removed and/or deaccessioned will be required to submit a written request to the Public Art Coordinator or the Public Art Commission for consideration.
- Review Process: In consultation with the Commission, the Public Art Coordinator will review deaccession or relocation requests and determine how to proceed with them.
- Public Comment: The city may hold public meetings or conduct other forms of community engagement to gather feedback on a proposed deaccession or removal, unless the removal is an emergency. The Public Art Coordinator may seek additional information about an artwork from artists, galleries, curators, appraisers, or other professionals before making their recommendation.
- Artist Involvement: The city will invite the artist (if available) to provide input into the future disposition of their piece. The City Attorney will review the terms of their original contract and other agreements or pertinent documents.
- Recommendation: The Public Art Coordinator will prepare a final report, in consultation with the City Attorney, outlining their recommendation to either dismiss the request for removing or deaccessioning the artwork or to modify, relocated, sell, donate, dispose of, or store the artwork. This report will include as many of the following elements as possible:
 - Artist’s name, biographical information, samples of past artwork, and resume
 - A written description and images of the artwork named in the deaccession or relocation request
 - A description of the original artwork selection process
 - A formal appraisal of the artwork
 - Information regarding the artwork’s origin, history, current condition, and past ownership
 - Information about and images of the artwork’s installation site
 - Feedback from community engagement around the artwork’s possible removal or deaccession
 - Feedback from the city department responsible for operating and maintaining the artwork
 - A detailed budget including all aspects of the artwork’s acquisition, installation, conservation, maintenance, repair, operation, insurance, storage, and city staff support

Collection Management: Removal & Deaccessioning

— The artist’s contract with the city

- City staff can recommend one or more of the following methods for an artwork’s deaccession:
- **Sale or Exchange:** The artist or their estate will be given the first option to purchase or exchange the artwork(s). A public sale of deaccessioned artwork will comply with the Texas of Texas and City of Leander laws and policies governing the sale of municipal property. Sales may be through auction, gallery resale, direct bidding by individuals, or other forms of sale in compliance with the Texas of Texas and City of Leander law and policies governing surplus property. Exchanges may be made through an artist, gallery, museum or other institution for one or more artwork(s) of comparable value by the same artist. No works of art shall be sold, traded to, or given to Commission members or City of Leander staff. Proceeds from the sale of artwork will be placed in a city account designated for public art purposes. Any pre-existing contractual agreements between the artist and the city regarding resale will be honored. An exception to these provisions may be required if the artwork was originally purchased with funds that carried with them some restriction, for example bond funds for street and sidewalk improvements, in which case the proceeds will be placed in an account designated for art allowed under similar restriction(s).
 - **Destruction:** If an artwork is deteriorated or damaged beyond repair, or deemed of negligible value, it may be destroyed in an environmentally appropriate manner.
 - **Donation:** If the City of Leander is unable to dispose of the artwork in a manner outlined above, the Public Art Coordinator may recommend that it be donated to a nonprofit organization.

Once an artwork has been deaccessioned from Leander’s Public Art Collection, it may no longer be installed on city property.

Costs

If the deaccessioning or relocation of an artwork accommodates an applicant’s interests or project, the applicant will be required to cover the full cost of removing, relocating, or disposing of it.

Conflicts of Interest

No works of art shall be given to or otherwise transferred publicly or privately to officers, directors, or employees or staff of the City of Leander, or to their immediate families or representatives of the City of Leander.

Compliance with Applicable Policies and Regulations

Deaccession and relocation of artwork will be done in a manner that complies with all applicable procedures, policies, laws, and regulations of the City of Leander, State of Texas, and United States.

Use of Funds

- Funding for Leander’s Public Art Program may come from:
- The General Fund
 - Any dedicated source allocated to it by the city or its partners (e.g., portions of the city’s Capital Improvement Fund, Hotel Occupancy Tax, TIRZ funds, BID membership dues, etc.)
 - Grants from private philanthropic sources or other public agencies
 - Other public or private entities
 - Other sources, as deemed appropriate by the city

Appropriate Uses of Funds

- Public art funds may be spent for:
- Calls for Entry, RFQs/RFPs, concept designs, maquettes, juror stipends, and other costs related to competitions and commissions
 - Artist fees, including travel-related expenses
 - Artwork acquisition, fabrication, installation, and relocation
 - Site preparation and cleanup
 - Permits and insurance required during artwork fabrication and installation
 - Informational/promotional materials and public events directly related to an artwork
 - Required equipment needed for installation
 - Artwork appraisal
 - Staffing and services of a Public Art Consultant
 - Curators and contracted services

Appropriate Uses of Funds for Murals

- Mural installation may necessitate expenses beyond artist fees and materials. Additional allowable expenses will include:
- Rent or purchase of painting equipment or supplies
 - Preparation of the mural surface, including repairs and priming
 - Rent of barricades and other equipment required of street or alley closures
 - Lighting and electrical equipment
 - Other expenses that are pre-approved by the city

Inappropriate Uses of Funds

- Public art funds may not be spent for:
- Mass-produced work, with the exception of limited editions controlled by the artist
 - Professional graphics, unless designed or executed by an artist or used in the development of collateral material
 - Decorative, ornamental, or functional elements that are designed by a project’s architect or other designer
 - Routine maintenance, conservation, repair, or restoration exceeding more than 10% of the annual budget
 - Purchase of existing artworks outside of the selection process

Mural Guidelines

Publicly-owned Murals

Publicly-owned murals may occur on publicly-owned buildings or privately-owned buildings where the property owner signs a mural easement allowing for the creation and maintenance of a publicly-owned mural during a specific timeframe.

Mural Easements

In order to create as many mural opportunities as possible within Leander, the city may enter into mural easement agreements with private property owners who will allow publicly-owned murals to be installed on their property and refrain from destroying, obstructing, altering, or removing them for an agreed-upon amount of time; the city can further request that owners account for the nightly illumination of murals on their property. Mural easements typically last for a minimum of five years, but may be shorter or longer depending on the project. Property owners may receive positive benefits as a result of the installation of a publicly-owned mural on their building, but there must be no direct correlation between the content of the mural and the property or any business housed in the property.

Private Murals on Private Property

The City of Leander encourages the installation of private murals on private property in order to support artists and enhance the visual environment in Leander. Private property owners are encouraged to voluntarily follow the policies set forth in this document as applicable and are also encouraged to consult with the Public Art Coordinator with regard to any questions or concerns as they develop and implement private murals. If any privately-owned and/or privately-commissioned mural on private property has been recommended for Leander’s Public Art Collection, the mural in question must be reviewed for acquisition according to the procedures set forth in the Collection Management: Acquisition section of this policy. Privately-owned and/or privately-commissioned murals on private property are not automatically accessioned into Leander’s Public Art Collection.

Mural Content & Design

Murals in the City of Leander should be varied in both content and design, and accessible to as many members of the public as possible. Mural content is protected under the laws of free speech, though it must comply with Texas obscenity laws and cannot depict sexual conduct or sexually explicit nudity, nor advertise any activity illegal under the laws of Texas or the United States. Sponsor and artist names may be incorporated into a mural, but must be discreet and not exceed 5% of its design.

The following design considerations will help to ensure a successful mural project:

- Scale: How will the mural’s primary audiences be moving? A mural intended for pedestrians will be of a different scale than one intended for automobile drivers or cyclists along a bike trail.
- Accessibility: Can the mural be seen by someone using a mobility device?
- Maintenance: What are the long-term maintenance implications of the mural design? Is it easily repairable?
- Longevity: What is the mural’s expected lifespan? Is it intended to be a short- or long-term installation?

- Experiential Elements: Is there a potential for additional elements that could enhance the viewing experience, such as touch or sound elements, virtual (VR) or augmented (AR) reality elements, or social media interactions?

Mural Artist Selection

To select a mural artist for a project, an artist selection panel will be formed according to the Collection Management: Acquisition section of this policy. Artists will be selected based on criteria that includes:

- Experience with similar mural projects, as demonstrated through color images of one or more completed mural projects and three supporting professional references
- Willingness to work with city staff to develop and refine the mural design
- Timely response to the RFQ with color renderings/designs of the proposed mural, a written description of it, and photographs of the proposed site and physical surroundings
- Innovative and unique artistic vision, including technique, composition of visual art elements, and use of line, color, form, and texture
- Ability to project a realistic budget and timeline
- Understanding of proper mural materials (i.e., those that last at least five years and are graffiti and UV resistant)
- Willingness to enter into a contractual agreement with the City of Leander
- Proof of liability insurance, automobile insurance, and workers’ compensation
- Agreement to allow images of the completed mural to be featured on the City of Leander website

Mural Implementation

Upon selection, the mural artist will work with the Public Art Coordinator to finalize a design, secure relevant permits, and implement the mural. Below is a general overview of the process:

- City Council will review and give final approval for the artist selection and mural design
- City staff will monitor the creation and completion of the mural
- The artist will create the artwork in a timely fashion. If more time is needed, the artist will notify the city so that any applicable permits can be extended.
- The artist will notify the city when the mural is completed
- When the mural is completed, city staff will organize a mural dedication event

End of Policies

City of
Leander





EXECUTIVE SUMMARY
6/5/2025

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 Assistant City Manager, in the absence of 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. 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.

At the May 1, 2025 City Council meeting, Branch Communications gave a presentation to the City Council regarding a proposed partnership in building telecommunication towers in Leander that would help expand cellular service. 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 has been updated to five years to be consistent with other provisions in the agreement for leasing space to cellular carriers. An amendment to the agreement would be required to extend the term before expiration. Branch would also be required to provide insurance and liability 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 recommends approving the 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. City of Leander Telecommunications Marketing and Master Ground Lease Agreement

**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 five (5) 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 five (5) 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 a one-time prepaid lump sum for a lease for a term of 75 years at a price to be agreed upon by the parties. 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.

11.8. The insurance requirements herein shall survive the termination of this Agreement and shall only expire upon the termination of all Lease Agreements and the obligations of the lessee promulgated under this Agreement.

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

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 Lessee notifies Lessor in writing of Lessee'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; or (iii) by Lessor if the Lessor, at its sole discretion, determines that the Facilities, or any activities of the Lessee or sublessees, other than those activities associated with the purpose and use contemplated herein, 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):

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.

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: _____

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):

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*.**

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):

EXHIBIT B

**LEASED PREMISES AND EASEMENTS
(SURVEYED)**



EXECUTIVE SUMMARY
6/5/2025

AGENDA SUBJECT:

Discuss and consider action on the City of Leander Facility Master Plan Proposal submitted by Parkhill; and to authorize the Assistant City Manager, in the absence of the City Manager, to execute any and all necessary documents.

BACKGROUND:

Staff has engaged with Parkhill to provide a proposal for professional architectural and engineering services for the City's Facility Master Plan. Parkhill will help determine the anticipated growth for city departments, along with the facilities and plan for their parcels of land to be expanded properly. Parkhill has worked with other notable Texas cities on their facility master plans including the cities of Allen, Dallas, Denton, Frisco, Irving, Lubbock, Round Rock, Southlake, and more. The project will evaluate city facility needs, space requirements, and potential costs for recommended short-term and long-term capital improvements over a 15-year planning timeframe for all city facilities and departments.

The scope of work for the Facility Master Plan will include:

1. Facility Evaluation - Kickoff Meeting, Data Collection, Facility Tours, Space Utilization, and Site Analysis.
2. Space Programming - Programming Questionnaire, Stakeholder Meetings, Peer Benchmarking, Population Projections, Staffing Projections, and Space Program Development.
3. Conceptual Design - Site Evaluation (including location analysis for each department and facility to determine the most suitable location and acreage requirements for land acquisition), Conceptual Design Drawings, and Exterior Renderings.
4. Budgeting and Master Plan - Opinion of Probable Cost and Final Summary Presentation.
5. Meetings - Kickoff Meeting, Progress Review Meetings, Stakeholder Meetings, Community Engagement Meetings, and Presentations.
6. Additional Services - Fire Station Location Analysis (conducted by Matrix Consulting Group) and As-Built Documentation.

Parkhill will be acquiring the assistance from Matrix Consulting Group who specializes in location studies for fire department stations, which includes experience with the cities of Arlington, Cedar Park, Frisco, Georgetown, Plano, Round Rock, San Antonio, Southlake, and Trophy Club.

The timeline to complete the Facility Master Plan is seven months which is broken down as:

- Task 1 - Facility Evaluation (1.5 months)
- Task 2 - Space Programming (1.5 months)
- Task 3 - Conceptual Design (2.5 months)
- Task 4 - Budgeting and Master Plan (1.5 months)

For the Fiscal Year 2025 Budget, the City budgeted one-time funding allocation in the amount of \$300,000 in the

General Fund Non-Departmental for a Master Plan for Municipal Facilities. The total cost for the Facility Master Plan Proposal submitted by Parkhill is \$401,848. The cost for this study also includes evaluations of short-term and long-term actionable plans, including location analyses for all municipal and public safety facilities. Staff recommends appropriating an additional \$101,848 to fund the remaining cost of the Facility Master Plan. Staff will be including this additional appropriation request in the Midyear Budget Amendment scheduled for the June 17 City Council meeting.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approving the City of Leander Facility Master Plan Proposal submitted by Parkhill.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$401,848
<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>	General Fund Non-Departmental

Attachments:

1. City of Leander Facility Master Plan Proposal
2. Facility Master Plan Proposal Presentation

May 27, 2025

Mr. Kent Souriyasak
Assistant to the City Manager/Innovation Coordinator
City of Leander
105 N Brushy Street
Leander, TX 78641

Re: Proposal for Professional Architectural and Engineering Services
City of Leander – Facility Master Plan

Dear Mr. Souriyasak:

Parkhill (A/E) is honored to assist you in providing professional Architectural and Engineering services to the City of Leander (Client) for your Facility Master Plan (Project). Our multidisciplinary team is a perfect fit for your project, as we have been collaborating with public clients on facility master plans across Texas for decades. Our approach to preparing Master Plans is a very methodical and practical process that depends heavily on user input and buy-in at the conclusion of each task. This proven project approach ensures that data and assumptions are agreed upon by the City staff before moving onto the next task. Each task and its subsequent subtasks are presented with a short description of the activity and a list of deliverables to be provided.

PROJECT BACKGROUND

The City of Leander, the third largest city in Williamson County, is growing rapidly. Its boundary of nearly 40 square miles is located just 26 miles northwest of downtown Austin. Its planned growth provides endless possibilities along with established entities such as award-winning schools, spectacular natural terrain, and Northline will be Leander's new 116-acre downtown district that is situated near the northernmost end of Cap Metro's Redline commuter rail.

In the past 10 years the Leander population has doubled, and the per capita income has increased by over 45%. Today's population is over 81,800 and is expected to grow to 105,000 by 2030 then upwards to 130,000 residents by the year 2040.

We commend City leadership for taking on this facility master plan study, as it will provide the City of Leander with a "road map" for growth and expansion to occur for years to come. We will determine the anticipated growth for city departments, along with their facilities and plan for their parcels of land to be expanded properly. This Project will provide the opportunity to enhance departments & city services such as operational efficiency, safety, accessibility, customer satisfaction, integrating cutting-edge technologies, and provide strategic planning that allows for future growth to happen seamlessly. However, we will not provide a "one size fits all" approach, there can be budget limitations that can pose considerable constraints, requiring strategic prioritization and potentially phased implementation of varying capital improvements. We will successfully balance all the regulations or existing infrastructure limitations that can be potential challenges, and we will take in all these factors to create a strategic and adaptable master plan, all while collaborating with staff input, engaging the community, showcasing transparent communication, and creating flexible solutions to ensure that each project identified in this master plan has longevity and continued success.

PROJECT INFORMATION

The Project consists of professional Architectural and Engineering planning services to prepare a Facility Master Plan (Project) for City facilities and departments. The Project will evaluate the needs, space requirements and potential costs for recommended short-term and long-term capital improvements over a 15-year planning timeframe. Facilities and departments included in the Project are attached as Exhibit B: Facilities and Departments.

SCOPE OF SERVICES**1.0 Task 1: Facility Evaluation**

- 1.1 Kickoff Meeting. Facilitate a kickoff meeting with the steering committee to discuss and establish the project objectives, workplan, and communication protocols.
- 1.2 Data Collection. Collect base data including staffing levels, site/floor plans, and review existing projects and studies, and coordinate our work with external consultants working on concurrent studies that impact this Project.
- 1.3 Facility Tours. Tour existing facilities with staff to document existing conditions related to condition, space utilization, and function. Tour peer facilities within a 2-hour driving distance from Client over a 2-day period.
- 1.4 Space Utilization. Prepare colored floor plans to inventory existing space utilization by building and department and document workspace capacity and utilization by facility and department.
- 1.5 Site Analysis. Review available data and drawings to evaluate existing site conditions and physical characteristics of city-owned properties and identify constraints and opportunities that may impact development such as access, views, building organization, circulation, parking, topography, drainage, and available utilities.

2.0 Task 2: Space Programming

- 2.1 Programming Questionnaire. Develop a programming questionnaire specific to the operation and function of each department or facility. These questionnaires will be distributed to selected individuals, identified by City staff, who will provide input on administrative, operational, and functional needs for that facility or department.
- 2.2 Stakeholder Meetings. Interview and consult with users to obtain input regarding current and future facility needs related to space and function and establish design vision and performance criteria for capital improvements.
- 2.3 Peer Benchmarking. Identify up to five (5) peer cities and benchmark staffing per capita by department.
- 2.4 Population Projections. Review and aggregate population projections provided by Client and other local demographic resources to determine benchmarks at 5-year increments out to full buildout.
- 2.5 Staffing Projections. Facilitate the production of staffing projections provided by Client to determine benchmarks at 5-year increments out to full buildout.
- 2.6 Space Program Development. Prepare an architectural space program quantifying the spatial needs and requirements for facilities and site development considering the intended functions.

3.0 Task 3: Conceptual Design

- 3.1 Site Evaluation. Evaluate alternatives and development options for capital improvements to address current and future facility needs including potential renovation, expansion, additions, relocation, new facility construction, and/or land acquisition.
 - 3.1.1 Provide a location analysis for each department and facility to determine the most suitable location and acreage requirements for land acquisition.

- 3.1.2 Evaluate up to three (3) sites for each proposed new facility to determine suitability for proposed development and site selection purposes.
 - 3.2 Conceptual Design Drawings. Prepare conceptual design drawings based on the facility evaluation and space programming, including sketches and diagrammatic blocking floor plans, illustrating the layout of major functional spaces and site master plans illustrating the layout of buildings, site access, circulation, parking, and other site development requirements.
 - 3.3 Exterior Renderings. Develop exterior renderings of proposed building designs illustrating form and massing, materials, and architectural style.
- 4.0 Task 4: Budgeting and Master Plan
- 4.1 Opinion of Probable Cost. Develop a list of recommended improvements with preliminary conceptual budgets including construction and other soft costs, prioritized into a phased 15-year implementation plan.
 - 4.2 Final Summary Presentation. Deliver a final summary presentation report documenting analysis, findings, and recommendations of the Project including facility evaluation, space programming, conceptual design, project budgets, and phased implementation plan.
- 5.0 Meetings. The following meetings are included in the Scope of Services:
- Kickoff Meeting. One (1) in-person meeting with the steering committee.
 - Progress Review Meetings. Virtual or in person, up to two (2) per month.
 - Stakeholder Meetings. Virtual or in-person, up to two (2) meetings per department. Departments may be combined into groups for each facility.
 - Community Engagement Meetings. One (1) in-person public meeting or activity.
 - Presentations. Two (2) in-person meetings to deliver final summary presentation to staff and City Council.
- 6.0 Supplemental Services. The services listed below are not included in Basic Services but are required for the Project.
- N/A
- 7.0 Additional Services. The services listed below are not included in Basic Services but can be provided upon authorization by Client.
- Fire Station Location Analysis. The study will determine the location of future fire stations. Refer to Exhibit C: Matrix Consulting Group Proposal.
 - As-built Documentation. Parkhill to field-verify and measure as-built conditions of existing buildings and prepare scaled floor plan drawings.
- 8.0 Subconsultants. A/E proposes the following subconsultants:
- Matrix Consulting Group (Fire Station Location Analysis)
- 9.0 Exclusions. Services specifically excluded from our scope of services include, but are not limited to, the following:
- Topographic and Boundary Surveys
 - Entitlement, Zoning, Platting, Easements, and Permitting
 - Geotechnical Investigations and Soil Reports
 - Construction Materials Testing
 - Asbestos & Hazardous Material Studies
 - Environmental, FEMA/Floodplain, and Traffic Studies

PROJECT SCHEDULE

Based on the proposed Scope of Services, we anticipate a 7-month project duration from your authorization to proceed. Parkhill will render its services as expeditiously as is consistent with professional skill and care. During the Project, unexpected events may impact the Project Schedule. Changes to the schedule may become necessary due to changes in scope or other circumstances beyond the A/E's control.

A tentative schedule for submitting our work for review is as follows:

TASK	TIME
Task 1: Facility Evaluation	1.5 Months
Task 2: Space Programming	1.5 Months
Task 3: Conceptual Design	2.5 Months
Task 4: Budgeting and Master Plan	1.5 Months
Total Project Duration	7 Months

COMPENSATION

Our fees for the Scope of Services as described will be based on a lump sum amount of \$401,848, including expenses. The total fee will be invoiced monthly based on a percentage of work complete method.

TASK	PERCENT	FEE
Task 1: Facility Evaluation	20%	\$80,370
Task 2: Space Programming	30%	\$100,462
Task 3: Conceptual Design	35%	\$160,739
Task 4: Budgeting and Master Plan	15%	\$60,277
Total Compensation		\$401,848

Should the Scope of Services described above change during the Project, the lump sum amount will be adjusted, either up or down, by a mutually agreed upon amount or based on an hourly rate method using A/E's standard hourly rate schedule, attached as Exhibit A.

Compensation for Additional Services

- Fire Station Location Analysis. The study will be billed at a lump sum of \$41,500. Refer to Exhibit C: Matrix Consulting Group Proposal.
- As-built documentation will be billed on an hourly basis using A/E's standard hourly rate schedule, attached as Exhibit A.

Invoices will be sent to 105 N Brushy Street, Leander, TX 78641. A/E will also send invoices via email to ksouriyasak@leandertx.gov.

Authorization to Proceed. If this proposal meets your expectations, you may indicate your acceptance by returning one signed copy to our office. Upon receipt, we will wait to receive your task order and will consider receipt of the task order as authorization to proceed.

Sincerely,

PARKHILL (A/E)

CITY OF LEANDER (CITY)

By: 
Michael Howard, AIA, AICP
Director of Community Practice | Partner

Signature: _____

Name: _____

Title: _____

Date: _____

Enclosures

Exhibit A: Parkhill Hourly Rates

Exhibit B: Facilities and Departments

Exhibit C: Matrix Consulting Group Proposal

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects, interior designers, landscape architects in Texas."

A:\2024\44062.24\00_ADMIN\00_CONTR\01_FINAL\01_DRAFT\City-of-Leander_Parkhill-Proposal_Final(5.27.25).docx

Exhibit A | Parkhill Hourly Rates (2025)

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$79.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$92.00	Architect	\$196.00	Architect	\$306.00
SUPPORT STAFF III	\$127.00	Civil Engineer	\$239.00	Civil Engineer	\$332.00
SUPPORT STAFF IV	\$136.00	Electrical Engineer	\$233.00	Electrical Engineer	\$331.00
SUPPORT STAFF V	\$150.00	Interior Designer	\$174.00	Interior Designer	\$248.00
SUPPORT STAFF VI	\$163.00	Landscape Architect	\$188.00	Landscape Architect	\$266.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$223.00	Mechanical Engineer	\$315.00
Architect	\$160.00	Structural Engineer	\$231.00	Structural Engineer	\$297.00
Civil Engineer	\$173.00	Survey Tech	\$179.00	Professional Land Surveyor	\$277.00
Electrical Engineer	\$177.00	Other Professional	\$172.00	Other Professional	\$258.00
Interior Designer	\$151.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$151.00	Architect	\$239.00	Architect	\$390.00
Mechanical Engineer	\$166.00	Civil Engineer	\$279.00	Civil Engineer	\$400.00
Structural Engineer	\$166.00	Electrical Engineer	\$273.00	Electrical Engineer	\$393.00
Survey Tech	\$141.00	Interior Designer	\$191.00	Interior Designer	\$284.00
Other Professional	\$149.00	Landscape Architect	\$204.00	Landscape Architect	\$341.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$261.00	Mechanical Engineer	\$373.00
Architect	\$173.00	Structural Engineer	\$266.00	Structural Engineer	\$393.00
Civil Engineer	\$194.00	Survey Tech	\$218.00	Professional Land Surveyor	\$335.00
Electrical Engineer	\$200.00	Other Professional	\$203.00	Other Professional	\$326.00
Interior Designer	\$159.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$159.00	Architect	\$291.00		
Mechanical Engineer	\$191.00	Civil Engineer	\$331.00		
Structural Engineer	\$188.00	Electrical Engineer	\$328.00		
Survey Tech	\$153.00	Interior Designer	\$230.00		
Other Professional	\$157.00	Landscape Architect	\$248.00		
		Mechanical Engineer	\$313.00		
		Structural Engineer	\$294.00		
		Professional Land Surveyor	\$247.00		
		Other Professional	\$226.00		

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2025 through December 31, 2025. After December 31, 2025, invoices will reflect the Schedule of Charges currently in effect.

Exhibit A | Parkhill Hourly Rates (2025)

CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE	CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	\$79.00	PROFESSIONAL LEVEL III		PROFESSIONAL LEVEL VI	
SUPPORT STAFF II	\$92.00	Architect	\$196.00	Architect	\$306.00
SUPPORT STAFF III	\$127.00	Civil Engineer	\$239.00	Civil Engineer	\$332.00
SUPPORT STAFF IV	\$136.00	Electrical Engineer	\$233.00	Electrical Engineer	\$331.00
SUPPORT STAFF V	\$150.00	Interior Designer	\$174.00	Interior Designer	\$248.00
SUPPORT STAFF VI	\$163.00	Landscape Architect	\$188.00	Landscape Architect	\$266.00
PROFESSIONAL LEVEL I		Mechanical Engineer	\$223.00	Mechanical Engineer	\$315.00
Architect	\$160.00	Structural Engineer	\$231.00	Structural Engineer	\$297.00
Civil Engineer	\$173.00	Survey Tech	\$179.00	Professional Land Surveyor	\$277.00
Electrical Engineer	\$177.00	Other Professional	\$172.00	Other Professional	\$258.00
Interior Designer	\$151.00	PROFESSIONAL LEVEL IV		PROFESSIONAL LEVEL VII	
Landscape Architect	\$151.00	Architect	\$239.00	Architect	\$390.00
Mechanical Engineer	\$166.00	Civil Engineer	\$279.00	Civil Engineer	\$400.00
Structural Engineer	\$166.00	Electrical Engineer	\$273.00	Electrical Engineer	\$393.00
Survey Tech	\$141.00	Interior Designer	\$191.00	Interior Designer	\$284.00
Other Professional	\$149.00	Landscape Architect	\$204.00	Landscape Architect	\$341.00
PROFESSIONAL LEVEL II		Mechanical Engineer	\$261.00	Mechanical Engineer	\$373.00
Architect	\$173.00	Structural Engineer	\$266.00	Structural Engineer	\$393.00
Civil Engineer	\$194.00	Survey Tech	\$218.00	Professional Land Surveyor	\$335.00
Electrical Engineer	\$200.00	Other Professional	\$203.00	Other Professional	\$326.00
Interior Designer	\$159.00	PROFESSIONAL LEVEL V			
Landscape Architect	\$159.00	Architect	\$291.00		
Mechanical Engineer	\$191.00	Civil Engineer	\$331.00		
Structural Engineer	\$188.00	Electrical Engineer	\$328.00		
Survey Tech	\$153.00	Interior Designer	\$230.00		
Other Professional	\$157.00	Landscape Architect	\$248.00		
		Mechanical Engineer	\$313.00		
		Structural Engineer	\$294.00		
		Professional Land Surveyor	\$247.00		
		Other Professional	\$226.00		

The Schedule of Charges is incorporated into the Agreement for Services provided, effective January 1, 2025 through December 31, 2025. After December 31, 2025, invoices will reflect the Schedule of Charges currently in effect.

Department	Occupancy	Address	Sq Ft	Year Built
Administration	City Hall	105 N Brushy St	9,800	1986
Administration	Bryson Annex - Inspector Offices	200 Bagdad St	1,415	1950
Administration	Mason Conference Room	200 Bagdad St	548	2002
Administration	City Council-Pat Bryson Municipal Hall	201 N Brushy St	10,502	2001
Chamber of Commerce	Chamber of Commerce Offices	100 N Brushy St	1,975	1900
City	Land - 0.40 Acres	104 N Brushy St		
City	Land - 11.33 Acres; Future EST Site	15051 Hero Way W		
City	Land - 6.2 Acres - Future Ground Storage Tank and Pump	16070 Ronald W Reagan Blvd		
Fire	Fire Station #3	101 E Sonny Dr	12,223	2010
Fire	Fire Tower	101 E Sonny Dr	3,806	2010
Fire	Shop	101 E Sonny Dr	2,360	1996
Fire	Fire Training/Workout & Records Retention	101 E Sonny Dr	5,000	1996
Fire	Fire Station #4	10964 E Crystal Falls Blvd	10,000	2017
Fire	Fire Station #2	1950 Cystal Falls Pkwy	6,607	2007
Fire	Fire Station #5	2800 Travisso Pkwy	10,840	2022
Fire	Fire Station #1	460 San Gabriel Pkwy	10,000	2018
Golf Course	Storage Building	3400 Crystal Falls Pkwy	180	2000
Golf Course	Pro Shop	3400 Crystal Falls Pkwy	3,228	1991
Golf Course	Cart Barn Storage Facility	3400 Crystal Falls Pkwy	3,560	2004
Golf Maintenance	Storage Shed (3-sided)	3400A Crystal Falls Pkwy	1,500	2000
Golf Maintenance	Maintenance Building/Material Shelter	3400A Crystal Falls Pkwy	3,300	1989
Library	Library	1011 Bagdad Rd	13,965	2006
Library	Coffee Shop/Conference Room	1011 Bagdad Rd	3,250	2006
Parks & Recreation	Mason House	1011 Bagdad Rd	1,200	1900
Parks & Recreation	Office	406 Municipal Dr	2,000	1987
Parks & Recreation	Portable Storage Bldg.	406 Municipal Dr	260	2000
Parks & Recreation	City Yard Building	408 Municipal Dr	2,825	1975
Parks & Recreation	Shelter House	501 S Bagdad Rd	1,395	1987
Police	Shelter (Shooting Range)	10201 FM 2243	336	2002
Police	Storage/Restroom(Shooting Range)	10201 FM 2243	121	2002
Police	Shooting Range	10201 FM 2243	2,800	2002
Police	Storage - Portable	10201 FM 2243		2001
Police	Police Department	705 Leander Dr	23,023	1996

Department	Occupancy	Address	Sq Ft	Year Built
Public Works	Joule Building (Storage)	10101 RM 2243		2000
Public Works	Building #2	607 Municipal Dr	5,400	1999
Public Works	Building #1	607 Municipal Dr	6,960	1999
Wastewater	Lab Bldg./Sewage Treatment Controller	10201 FM 2243	984	1975
Wastewater	Wastewater Treatment Plant	10201 FM 2243	0	1974
Wastewater Plant	Lab	10201 FM 2243	960	1975
Water	San Gabriel East Pump Station	1012 Azul Lagoon Dr		2020
Water	1.25M gal Elevated Water Tank	1404 Wigwam		2014
Water	Kaufmann Loop 1.25MG Elevated Storage Tank	209 Kauffman Loop		2020
Water	1.5M gal Elevated Water Tank/Fence/Gate	770 County Rd 280	0	2008
Water Treatment	Sandy Creek - Chemical Building	10400 Trails End Rd	3,268	2000
Water Treatment	Sandy Creek - Filter Building	10400 Trails End Rd	18,901	2000

Future Facilities for Consideration

Department	Occupancy
Fire	Fire Station #6 and EMS Station
Fire	Fire Station #7
Golf	Golf Course Club House including Golf Cart Barn
Golf	Golf Course Maintenance Facility
Library	Library Building Construction or Expansion
Parks and Recreation	Parks Maintenance Shop
Parks and Recreation	Old Town Comfort Station and Parking Lot or Garage
Parks and Recreation	Recreation Center
Parks and Recreation	Community Center
Municipal	City Hall
Police	Police Station Relocation and Expansion
Police	Gun Range Relocation
Public Safety Combined	Combined Fire & Police Training Center
Public Safety Combined	Combined Fire & Police Dispatch Center
Public Safety Combined	Emergency Operations Center
Public Works	Joule Building Parking Lot

List of Departments

City Manager
 City Secretary
 Communications
 Economic Development
 Finance
 Administrative Services
 Police
 Fire
 Public Works
 Development Services
 Parks and Recreation

Exhibit C

Proposal for Conducting a Fire Department Station Location Study

LEANDER, TEXAS

December 6, 2024



Table of Contents

	Letter of Transmittal	i
A	Firm and Project Team Qualifications	1
B	Methodology and Technical Approach	12
C	Cost Proposal	25



December 6, 2024

Michael Howard
Parkhill Architects
11902 Burnet Road, Suite 100
Austin, TX 78758

Dear Mr. Howard:

Matrix Consulting Group is pleased to provide our Proposal to conduct a Fire Department Station Location Study for the City of Leander to help inform the Facility Master Plan being conducted by your firm. This proposal is based on our understanding of the project from our telephone conversation, background research on the City and Fire Department, and our experience conducting fire service studies for over three decades in Texas and across the country and globally.

Matrix Consulting Group is a firm comprised of highly experienced consultants who specialize in the analysis of fire service issues. Our team's fire service experience includes over 400 projects. Our analytical experience can be summarized as follows:

- **The firm has extensive experience analyzing fire service operations in Texas and around the country**, including the analysis of deployments, staffing, scheduling, station locations, organization and management. Our recent experience includes the following clients:

Albany, California
Anchorage, Alaska

Arlington, Texas

Barnstable, Massachusetts

Boston, Massachusetts

Butte County, California

Cedar Hill, Texas

Cedar Park, Texas

DeSoto, Texas

Frisco, Texas

Georgetown, Texas

Huntington Beach, California

Keller/Westlake, Texas

Mercer County, California

Milwaukee, Wisconsin

Monrovia, California

Montpelier, Vermont

Napa, California

North County, California

Palo Pinto County, Texas

Placer County, California

Plano, Texas

Round Rock, Texas

San Antonio, Texas

Southlake, Texas

Springdale, Arkansas

Trophy Club, Texas

We are also currently completing fire studies in **Addison** and **Duncanville (TX)**.

- **Members of the project team have extensive experience**, including serving as Fire Chiefs, working with the Center for Public Safety Excellence as Accreditation

Peer Assessors, Team Leaders and Agency Mentors. They also have experience comparing agencies to national best practices such as ISO and NFPA standards.

Our approach to conducting studies such as this one focuses on thorough research, detailed analysis and interaction with our clients, including the following:

- A principal of the firm is directly involved in every study.
- We provide a 'fact based' approach with detailed analysis of alternatives available.
- We believe in high levels of stakeholder input and client interaction.

It should be noted that we have specific experience with Leander through a recent community development study.

We appreciate this opportunity to submit our qualifications and this proposal. If you have any questions, please contact me at 650-858-0507 or by email at rbrady@matrixcg.net.



Richard P. Brady, President
Matrix Consulting Group, Ltd.

A Firm and Project Team Qualifications

This section of the proposal provides information about the background, on our firm as well as our experience conducting fire service studies.

Introduction to Matrix Consulting Group, Ltd.

Our only business focus is the provision of organization and management analytical services to local government. Our firm's history and composition are summarized below:

- We incorporated in California in 2003. However, we are also incorporated in the State of Texas and our Fire Service Practice is based in the Dallas Metroplex.
- Our only market and service focus is providing advisory services for the management, staffing and operations analysis of local government.
- While we provide a variety of services to local government our most significant service area is public safety.

Our headquarter office is in San Mateo (CA), with other locations nationally: Fort Myers (FL), Charlotte (NC), Irvine (CA), Portland (OR), St. Louis (IL). We also have an international office in Nova Scotia, Canada. We currently have 30 full-time staff.

Experience of the Firm

We are one of the leading fire service consulting firms in the Country and have conducted fire studies for over 400 communities across the country. This experience includes master planning, strategic planning, standards of coverage, staffing and deployment studies. Recent examples include the following:

Albany, California	Frisco, Texas	North County, California
Anchorage, Alaska	Georgetown, Texas	Palo Pinto County, Texas
Arlington, Texas	Huntington Beach, California	Placer County, California
Barnstable, Massachusetts	Keller/Westlake, Texas	Plano, Texas
Boston, Massachusetts	Mercer County, California	Round Rock, Texas
Butte County, California	Milwaukee, Wisconsin	San Antonio, Texas
Cedar Hill, Texas	Monrovia, California	Southlake, Texas
Cedar Park, Texas	Montpelier, Vermont	Springdale, Arkansas
DeSoto, Texas	Napa, California	Trophy Club, Texas

Additionally, we are currently conducting a Fire Department Staffing and Strategic Planning studies for **Addison** and **Duncanville (TX)**.

The firm and this project team have completed several Standard of Cover, strategic planning and station location studies in Texas and across the United States in the past three (3) years, these include:

Name of Project	Owner	Completion
CRA/Standards of Cover	Dinwiddie County, VA	01/04/21
Feasibility Study	Highland Beach, FL	05/31/21
CRA/Standards of Coverage	Stafford County, VA	08/15/21
Fire Department Study	Christiana Fire Company	10/15/21
Fire Department Audit	Lauderdale-By-The-Sea, FL	10/30/21
Fire Staffing and Deployment	Fremont, NE	11/15/21
Staffing Study	Columbus, OH	12/10/21
Fire Station Location	Palm Desert, CA	12/02/21
Feasibility Study	Keller/Westlake, TX	02/15/22
Overtime Study	Sandwich, MA	05/03/22
Strategic Plan	Marin County OES, CA	06/03/22
Fire Planning Study	Phoenix, AZ	07/25/22
Strategic Planning Study	North County FPD, CA	07/21/22
Management Audit	Keizer FPD, OR	08/23/22
Fire Feasibility Study	Sebastopol, CA	01/03/23
Fire Department Study	Sebastopol, CA	01/25/23
CRA/Standards of Cover	Consumnes CSD, CA	05/19/23
Station Location Study	DeSoto, TX	07/26/23
Fire Master Plan	Cedar Hill, TX	09/15/23
CRA/SOC/Strategic Plan	Evergreen, CO	12/01/23
Fire Master Plan	Cedar Park, TX	12/08/23
CRA/SOC/County Fire Plan	Santa Clara County, CA	12/08/23

References

The table below includes contact information for three (3) recent projects completed by the proposed project team.

Cedar Hill, TX	Fire Department Strategic Plan
Project Contact:	Melissa Valadez-Cummings, City Manager
Phone Number:	(972) 291-5100 ext. 1030
Address	285 Uptown Boulevard Cedar Hill, TX 75140
Email:	melissa.valadez@cedarhilltx.com

Project Summary: Matrix Consulting Group was retained by Cedar Hill to develop a strategic plan for the Fire and Police Departments. The project assessed current and projected staffing, deployment, station location and facility needs over 10-years. The study found issues in developing an effective response force in the central portion of the City and issues with response time performance to the developing southern portion of the City. The study also identified efficiencies by enhancing regional service.

Cedar Park, TX	Strategic Plan
Project Contact:	James Mallinger, Fire Chief
Phone Number:	512-401-5224
Email:	James.mallinger@cedarparktexas.gov

Project Summary: Matrix Consulting Group was retained by the City of Cedar Park to develop a Strategic Plan for the Fire Department. The project is assessing the current and projected staffing, deployment, station location and facility needs over a 10-year planning period. Key findings included the need to increase staffing on one engine company, installation of traffic pre-emptive devices to improve travel times, the need for a 2nd squad for rapid EMS response and improvements to planning and implementing training programs.

Round Rock, TX	CRA/Standards of Cover/Strategic Plan
Project Contact:	Shane Glaiser, Fire Chief
Phone Number:	(512) 218-5590
Email:	sglaiser@roundrocktexas.gov

Project Summary: Matrix Consulting Group was retained by the City of Round Rock to develop a Community Risk Assessment/Standards of Cover and Strategic Plan for the Fire Department. Round Rock is a rapidly growing city in central Texas and needed a strategic approach to ensure appropriate service levels could be maintained by the Fire Department as growth occurs. Improvements included accurate capturing of response time data, establishing performance objectives for call-processing, turnout and travel times. Based on growth projections a new fire station was needed in 5 years and two additional stations in a 10-year planning timeline.

Project Team

Matrix Consulting Group proposes to utilize a senior project team, including our President and other experienced personnel, one with direct fire service experience. The senior members of the team have between 10 and 30+ years of professional experience as consultants and/or fire professionals.

Summary descriptions of each team member are provided below beginning with our proposed Project Manager:

Name/Title	Summary of Professional Background, Experience, and Education
Richard Brady President Project Principal	Mr. Brady has been providing management consulting services to municipalities for over 40 years across all governmental functions, including over 400 law enforcement department clients conducting costs and financial analysis, organizational and operational assessments, organizational structure reviews, feasibility studies, technology and equipment reviews, and performance audits. He founded Matrix Consulting Group in 2002, is the President of the firm and leads its public safety practice. Recent studies for which Mr. Brady was the project principal included Cedar Hill (TX), Cedar Park (TX), Keller/Westlake (TX), San Antonio (TX), Oshkosh and Milwaukee (WI), Columbus (OH), Davenport (IA), Boston, Chelsea, and Yarmouth, as well as a public safety shared services study for Provincetown and Truro on Cape Cod (MA), Sacramento (CA), Sterling Heights (MI), and Anchorage (AK). He has a Doctoral Degree from Oxford University and a Bachelor of Arts from Cal State, Hayward.

Name/Title	Summary of Professional Background, Experience, and Education
Robert Finn Senior Manager Project Manager	Robert is a Senior Manager with the Matrix Consulting Group and previously served as the Chief of the Southlake (TX) Department of Public Safety. Mr. Finn has a strong background in the fire service coupled with a successful track record in strategic planning, budgeting, change management, community relations, and building collaborative partnerships. He has over 25 years of experience in fire service operations and consulting. Robert Finn is also a Peer Assessor, Team Leader, and Technical Reviewer with the Commission on Fire Accreditation International (CFAI). Recent fire service consulting projects include Cedar Hill (TX), Cedar Park (TX), Keller/Westlake (TX), San Antonio (TX), Oshkosh and Mequon (WI), Medina (MN), Big Bear, Dinuba, Dixon, Huntington Beach, Los Banos, Vernon and West Sacramento (CA), as well as Butte, Merced, Placer and Tuolumne Counties (CA), Greenwich and Westport (CT), Billerica, Boston, Chelsea and Yarmouth (MA), Estacada and Grants Pass (OR), North Utah County (UT), San Antonio (TX), Steamboat Springs (CO) and Suffolk (VA). Mr. Finn has a MBA and Bachelor of Science in Public Safety Management from Grand Canyon University.
Terry Lewis Manager Lead Analyst	Terry is a Manager with our firm and has over 30 years' experience as a consultant and fire service manager. He worked in all capacities of the fire service including finance, prevention, and operations, eventually becoming Fire Chief. Terry also served as a Team Leader, Peer Assessor and Agency Mentor. Mr. Lewis was a member of our department study teams for Cedar Hill (TX), Cedar Park (TX), Keller/Westlake (TX), Mequon and Oshkosh (WI), Medina (MN), Big Bear Dixon, Vernon and West Sacramento (CA), as well as Butte, Merced, Placer and Tuolumne Counties (CA), Greenwich and Westport (CT), Billerica (MA), Estacada and Grants Pass (OR), and Steamboat Springs (CO). Mr. Lewis has a Bachelor of Science in Fire and Safety Engineering Technology and an AA in Accounting from the University of Cincinnati.

Name/Title	Summary of Professional Background, Experience, and Education
Kellen McKinney Senior Consultant	Brian is a Consultant with the Matrix Consulting Group. He has over 30 years of experience in the fire service in Ohio and as a consultant.
Project Analyst	He recently joined the firm has worked on projects in Cedar Hill (TX), Keller/Westlake (TX), Columbus (OH), Richmond (CA) and Sebastopol (CA). He has a BS in Business Administration, Mount Vernon Nazarene University and an AAS in Fire Science Technology, University of Cincinnati.
Ian Brady Senior Vice President	Ian Brady is a Vice President with Matrix Consulting Group in our Police Services Practice. He leads our data analytics unit and has over 12 years of consulting experience. Specializing in public safety, he works on all our police, fire, corrections, and emergency communications studies. He worked on projects for Cedar Hill (TX), Cedar Park (TX), Round Rock (TX), Oshkosh (WI), Medina (MN), Tacoma (WA), Salt Lake City (UT), and Tigard (OR), Los Angeles, Sacramento, San Francisco and San Jose (CA), Wichita (KS), Denton, Fort Worth, Lewisville (TX), Raleigh (NC), Kansas City (MO), Rockford (IL), Miami Beach (FL). He holds a Bachelor of Science in Politics from Willamette University.

Resumes of each team member are provided below.

RICHARD BRADY

PRESIDENT, MATRIX CONSULTING GROUP

RICHARD BRADY founded Matrix Consulting Group in 2002 and our Canadian firm, MCG Consulting Solutions in 2017. He leads our Public Safety Practice which includes law enforcement and justice studies. He has served as the Project Manager or Lead Analyst on hundreds of public safety studies in his 40-year career. His subject matter expertise includes staffing and deployment, management effectiveness, and governance and transparency. Prior to his founding of these two firms, he served for over 20 years as a practice leader in two other firms, including Maximus.

Experience Highlights

Cedar Hill, TX: Richard served as the Project Manager for this engagement that developed strategic plans for the police and fire departments. He was responsible for oversight of all aspects of the project that examined the police and fire departments. Key findings/ achievements of the project:

- Adding a peak time EMS transport ambulance
- 10-year plan to add a station to the developing southern portion of the City
- Re-organization of administrative functions to improve reporting relationships.

Davenport, IA: Richard served as the Project Manager for this project that examined the staffing and operations of both the Police and Fire Departments. Key findings/achievements include:

- Developing performance measures based on population density and risk profile
- Relocating a station to improve services in the northern areas of the City
- Creating a full-time training officer position.

Role on This Engagement

Richard will serve as the Project Manager.

Relevant Clients:

MB Winnipeg
ON Kawartha Lakes
AB Edmonton
AZ Phoenix
CA Los Angeles
CA San Francisco
IA Davenport
TX Austin
TX Cedar Hill
TX Cedar Park
TX Southlake
OR Portland
VA Richmond
NC Raleigh
NC Asheville
WA Tacoma
WI Glendale
WI Oshkosh
OR Portland

Years of Consulting: 40

Education:

BA, California State University, East Bay.

PhD, Oxford University, U.K.

Notable

Accomplishments:

Massachusetts Governor's Committee on Local Government

Professional Association:

Association of Local Government Auditors

International City-County Management Association

ROBERT FINN

SENIOR MANAGER, MATRIX CONSULTING GROUP

ROBERT FINN is a Senior Manager with the Matrix Consulting Group and previously served as the Chief of the Southlake (TX) Department of Public Safety. Mr. Finn has a strong educational background coupled with a successful track record that includes strategic planning, budgeting, change management, community relations, and building collaborative partnerships. Robert has over 30 years of fire service and consulting experience covering all aspects of the fire service industry.

Robert's relevant experience includes serving the City of Southlake, Texas for 25 years in a variety of roles up to Fire Chief and Public Safety Director.

Experience Highlights

DeSoto, TX: Robert was the lead analyst on this study to look at the current and future station needs for this growing community in North Texas. Key findings and recommendations included:

- The need for a peak time EMS station in the hospital district.
- The need for a 4th fire station to serve the growing western portion of the City.
- The opportunity to share the 4th station with Cedar Hill.

West Sacramento, CA: Robert served as the lead analyst for this engagement. He was responsible for leading all aspects of the project that examined the fire departments. Key findings/achievements of the project:

- Adding a quick response EMS vehicle
- 10 year plan to add a station to the developing southern portion of the City
- Full assessment of growth impacts for 25 years.

Role on This Engagement: Robert will be the Lead Analyst. He served in this role on all the references previously provided.

Relevant Clients:

AK	Anchorage
CA	Big Bear
CA	Huntington Beach
CA	Mercer County
CA	Monterey
CO	Mesa County
CO	Steamboat Springs
CT	Greenwich
CT	Westport
IA	Davenport
MA	Billerica
MA	Boston
MA	Chelsea
MA	Yarmouth
TX	Cedar Hill
TX	Cedar Park
TX	DeSoto
TX	Georgetown
TX	Keller/Westlake
TX	Possum Kingdom
TX	Round Rock
TX	San Antonio
TX	Trophy Club
WI	Oshkosh

Years of Experience: 30

Education:

MBA, and BS, Public Safety Administration, Grand Canyon University

Professional Association:

National Fire Protection Association (NFPA)

International Association of Fire Chiefs (IAFC)

Center for Public Safety Excellence (CPSE)

TERRY LEWIS

MANAGER, MATRIX CONSULTING GROUP

TERRY LEWIS has over 30 years of fire service and consulting experience. He previously served as the Chief of the Henderson (KY) Fire Department. Terry has a strong educational background coupled with a successful track record of leading an agency of 60 personnel in a community with 30,000 residents. Terry brings a wealth of knowledge and experience evaluating the staffing and operational needs of fire and EMS operations.

Terry's relevant experience includes serving the City of Henderson, Kentucky as Fire Chief for 10 years. He began his career with the Loveland-Symmes (OH) Fire Department where he advanced through the ranks until being appointed as Chief of Henderson. He has experience in the following areas:

- Administration
- Fire Prevention
- Financial Management
- Operations
- Hazardous Materials

Experience Highlights

Cedar Hill, TX: Terry was a project analyst on this project aimed at developing a strategic plan for the Fire Department. Key findings/achievements of the project:

- Identification of the need for a peak time EMS transport unit.
- Opportunities to reorganize the fire department.
- Improvements to company officer training.,

Oshkosh, WI: Terry was a technical analyst on this study to look at the staffing, operations and deployment of the fire department. Key findings/achievements include:

- Centralizing fleet and facility maintenance in the City.
- Discontinuing the interfacility EMS transfer program.
- Reorganization to improve reporting relationships.
- Deployment changes to improve gaps in coverage in the City.

Role on This Engagement:

Terry will be a technical expert for fire operations.

Relevant Clients:

CA	Atherton
CA	Big Bear
CA	Butte County
CA	Dixon
CA	Huntington Beach
CA	Monterey
CA	Placer County
CO	Steamboat Springs
CT	Greenwich
CT	Westport
FL	Coconut Creek
IA	Davenport
MA	Billerica
MA	Boston
MA	Chelsea
MI	Sterling Heights
NC	Raleigh
NH	Berlin
TX	Cedar Hill
TX	Cedar Park
TX	DeSoto
TX	Georgetown
TX	Keller/Westlake
TX	Round Rock
TX	San Antonio
WA	Redmond
WI	Oshkosh

Years of Experience: 30+

Education:

BS Fire Technology, AS Accounting, University of Cincinnati

Professional Association:

National Fire Protection Association (NFPA)

International Association of Fire Chiefs (IAFC)

Center for Public Safety Excellence (CPSE)

KELLEN MCKINNEY

CONSULTANT, MATRIX CONSULTING GROUP

KELLEN MCKINNEY has over 15 years of experience leading, managing and providing complex emergency management and preparedness services to fire, EMS, other local and state agencies, and private sector clients.

Kellen recently joined Matrix Consulting to group to further strengthen the knowledge skills and abilities in our Fire and EMS practice as it relates to emergency planning and management.

Experience Highlights

Frisco, TX: Kellen was an analyst on this project that examined the staffing and deployment of the Frisco Fire Department to determine additional resources that would be needed as this suburb of Dallas continues to experience rapid growth and development, particularly in the northern portions of the City. Recommendations included adding a 10th station, increasing staffing on the tractor-drawn ladder company to improve safety of operations, increasing fire inspection staffing and adding a ladder company to a station experiencing high-rise growth in the service area.

Round Rock, TX: Kellen was an analyst on this project that developed a Community Risk Assessment, Standards of Cover and Strategic Plan for the Fire Department. She led SWOT sessions and identified opportunities to improve regional emergency management services.

Texas Department of State Health Services: Kellen was a regional project lead responsible for providing advances consultive services and technical assistance regarding emergency preparedness planning for a 13-county area. Key achievements in her association with the Department include:

- Development of uniformed work systems across regional plans
- Developed a hurricane response playbook
- Served as a Planning Section Chief during a regional Monkeypox response.

Role on This Engagement:

Kellen will serve as a project analyst.

Relevant Clients:

AZ	Maricopa
CA	Morro Bay
OR	Douglas PH
TX	TDI Brooks
TX	Dept of Health
TX	Addison
TX	Frisco
TX	Georgetown
TX	Round Rock

Years of Experience: 15+

Section Chief – 2022
Monkey Pox Outbreak

Section Chief - 2018

Education:

BA Global Studies,
California State University

MS Emergency
Management, Capella
University

IAN BRADY

SENIOR VICE PRESIDENT, MATRIX CONSULTING GROUP

Ian Brady is a Vice President with Matrix Consulting Group and heads our data analytics unit. He has over 10 years of consulting experience, and specializes in data science and public safety.

He lead developer on all of our statistical modeling and data analytics efforts, and has created standalone models in support of our studies' analytical efforts, including for:

- Developing interactive modeling tools to forecast the effects shift schedule configurations on service levels and overtime usage.
- New agency formation feasibility, financial and service delivery (For nine municipalities in Riverside County, CA).
- Growth forecasting using GIS-based projections for population, service needs, and staffing requirements.
- Comprehensive workload and staffing analytics.

Experience Highlights

Frisco, TX: Ian was the GIS analyst on this project that examined the staffing and deployment of the Frisco Fire Department to determine additional resources that would be needed as this suburb of Dallas continues to experience rapid growth and development, particularly in the northern portions of the City. Recommendations included adding a 10th station, increasing staffing on the tractor-drawn ladder company to improve safety of operations, increasing fire inspection staffing and adding a ladder company to a station experiencing high-rise growth in the service area.

Grants Pass, OR: Ian was a data analyst on this project that examined the staffing and deployment to develop a community risk and standards of cover document. Key roles included:

- Data analysis of CAD and other critical data
- Development of community risk maps
- Development of long-term staffing needs based on planned growth.

Role on This Engagement: Ian will serve as the lead analyst on statistical modeling and data analytics.

Relevant Clients:

AZ	Peoria
AL	Birmingham
CA	Berkeley
CA	Los Angeles
CA	Roseville
CA	Sacramento
CA	San Francisco
CA	San Jose
CO	Adams County
FL	Miami Beach
FL	Orange County
GA	DeKalb County
HI	Kauai County
IL	Lansing
IL	Rockford
KS	Wichita
MB	Winnipeg
MD	Harford County
MO	Columbia
OK	Midwest City
NC	Raleigh
NJ	Mahwah
NM	Rio Rancho
NY	Newburgh
OH	Columbus
OR	Portland
TX	Addison
TX	Austin
TX	Cedar Hill
TX	Cedar Park
TX	Duncanville
TX	Fort Worth
TX	Frisco
TX	Travis County
WA	Tacoma
WI	Oshkosh

Years of Experience: 10

Education:

BS in Politics, Willamette University.

B Methodology and Technical Approach

This section of the proposal provides our understanding of the project, an overview of our approach, and a detailed task plan outlining the steps our project team will take to conduct and complete this study.

1 Project Methodology

We take a clearly defined, client-centered project approach to each study we conduct. Key elements of our philosophy and approach to providing consulting services include:

- A principal of the firm is involved in every project, providing oversight and quality control to all our studies. As the leader of our public safety practice, the President of the firm, Richard Brady, will act in this capacity.
- We are objective and data driven.
 - We ensure that our analysis is based on a comprehensive understanding of client unique service level goals, workloads, risks, and operating environment.
 - Our data collection and documentation process, as well as our empirical, model-based approach to workload and staffing analysis allows us to provide quantitative analysis to support our work.
- Our projects are approached with a firm grounding in analysis. Our clients receive detailed analysis of their specific issues and their impact on agency objectives. Issues are identified and analyzed in depth to ease the path to implementation.
- We utilize formal project management techniques to ensure timely task completion and thorough analysis of issues.
 - The project manager defines and assigns work activities to specific team members with timelines, and designs and reviews all interim and final products before they are delivered to the client.



Objective & Data Driven



Analytical Methodology



Collaborative
Communication



Effective Project
Management

- We also seek internal “ownership” of results by conducting extensive interviews, reviewing compiled data and interim deliverables, and maintaining frequent, regular communication with our clients.

A description of our detailed approach, including timeline, is below.

2 Project Understanding and Task Plan

The City of Leander is seeking a consultant to conduct a Fire Station Location for the City to inform the Citywide Facility Master Plan. The Leander Fire Department (LFD) is an all-hazard responder operating from five (5) fire stations throughout the City.

The Study will include the following:

- Baseline review of the current conditions (organizational overview, capital assets, organizational structure/staffing, service delivery demand and performance, etc.).
- Future system demands and delivery system models based on planned and proposed development.
- Development, review, and delivery of final report.

The subsection below includes a detailed task plan.

Task Plan

Phase 1 – Project Initiation

Task 1A | Project Initiation and Development of Work Plan

In this task the project team will meet with the assigned representatives from the City and Fire Department to gain a full understanding of goals and expectations for this project. From these meetings, the project manager will develop a work plan illustrating:

- Tasks to be performed in the project.
- Person(s) responsible for each task.
- Schedule for each task objective.
- Methods for evaluating results.
- Resources needed to complete each task.
- Possible obstacles identified for each task.

Task 1B | **Acquisition and Review of Background Information**

In this portion of the task, the project team will work closely with the Leander Fire Department to gather data, which defines their operations, goals, performance expectations and forms of governance. The types of data to be collected include:

- Annual budgets for the previous 3 years, including financial plans and debts.
- Previously conducted studies for the Department.
- Prior strategic plans and Standard of Coverage/Community Risk Assessments.
- Standard Operating Guidelines related to emergency operations deployment.
- Current performance objectives and targets by planning zone or risk.
- Automatic and mutual aid agreements.
- CAD data for the previous 3 years for emergency incident responses.
- Records management data, including NFIRS data.
- Local GIS data, as available.

The above steps will be conducted in conjunction with stakeholder interviews as described below.

Task 1C | **Stakeholder Input**

To fully meet the core requirements of conducting this study – including evaluating current operating environment as well as short term and long-range needs of the Fire Department – the project team will need to develop an in-depth understanding of attitudes towards existing service levels and the unique characteristics of programs and community protection needs in the service area. To provide this level of understanding, the team will accomplish the following:

- Interview City management.
- Interview key elected and appointed officials from the City.
- Interview the leadership of the Fire Departments to obtain an initial understanding of the organization, major goals and recent trends as well as satisfaction with and improvement opportunities.
- Interview other stakeholders identified by the Department who are critical in developing strong background knowledge for the study, including finance, community planning, human resources, and the like.

- Initial interviews will focus on determining individual attitudes toward current fire protection service levels, programs, and community protection needs, including:
 - How services are currently funded
 - Adequacy of current funding levels and long-term funding needs.
 - Adequacy of existing service levels (e.g., response times, call results, etc.).
 - Any changes planned for staffing or capital purchases in the next five years.
 - Issues regarding inter-relationships among other regional fire entities.
 - How current budgeting and financial reporting works in the Department.
 - Growth projections over the next 10 years in the service area.

RESULT

Based on the results of these interviews and initial data collection, the project team will prepare an internal project team memo, which clearly develops the primary tasks to be performed, the persons responsible, a timeline and potential obstacles.

Phase 2 – Evaluation of Current Conditions

Task 2A | Organizational Review

To further our understanding of service delivery and service objectives of the Leander Fire Department, the project team will collect a variety of data from the LFD to develop a descriptive profile of current operations, financing, management, staffing, station locations, apparatus and deployment plans.

This analysis will allow the project team to provide our factual understanding of the current staffing, finances and how services are provided by the Department to their service area. During this assessment we will also examine the current demand for services and workload by station response area and apparatus. We will collect and summarize the following information:

- Service area, population, geography and demographics
- Current service delivery infrastructure
- History and formation of the agency
- Governance model and organizational lines of authority and structure.
- Standard operating and foundational policies

Task 2B | **Capital Assets and Improvement Plan**

Facilities

Stations and facilities will be evaluated based on their design and construction and how that relates to the ability of personnel to meet established performance standards. Overall, each station and facility will be observed to ensure that:

- It offers a safe place for employees to operate.
- It is compliant with codes.
- It provides adequate facilities for employees to perform their required duties.
- It is viable for conducting future operations.
- General location in relation to the risks in the service area is appropriate.
- Ability to accommodate additional personnel, apparatus and equipment.

Apparatus / Vehicles

The apparatus and vehicles owned and operated by the Department will be examined and an inventory list of existing apparatus and vehicles developed. The apparatus list will include:

- Type of apparatus
- Age and mileage/hours of operation
- Condition and current service status
- National Fire Protection Association (NFPA) compliance
- Current replacement plans in place

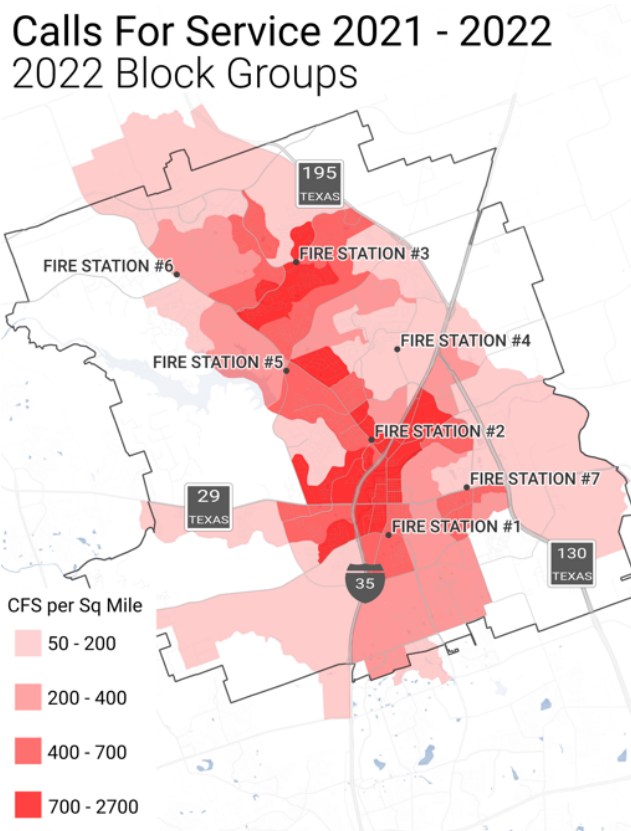
The future needs of each service area will also be examined to determine if the current apparatus and vehicles will meet these needs.

Task 2C | **Staffing**

This task will focus on reviewing and documenting current staffing levels for all personnel in the Department. The review will examine:

- Staff by classification (i.e. number and rank of command and line staff members, administrative staff, etc.)

- Scheduling of staff
- Incident deployment plans
- Analysis of current standard of coverage and staffing performance for incidents responded to in the previous three (3) years
- Distribution of staff for response to fire and EMS incidents
- Activity levels of personnel, including use of shift personnel to perform administrative and ancillary duties
- Analysis of utilization rates of fire and EMS companies
- Review of emergency call back procedures utilized by the Department and the historical cost associated with calling back personnel.
- Evaluation of the workloads of the Department and how it relates to risks, including:
 - **A Demand Study** that will analyze and geographically display the current service demand by incident type and temporal variation

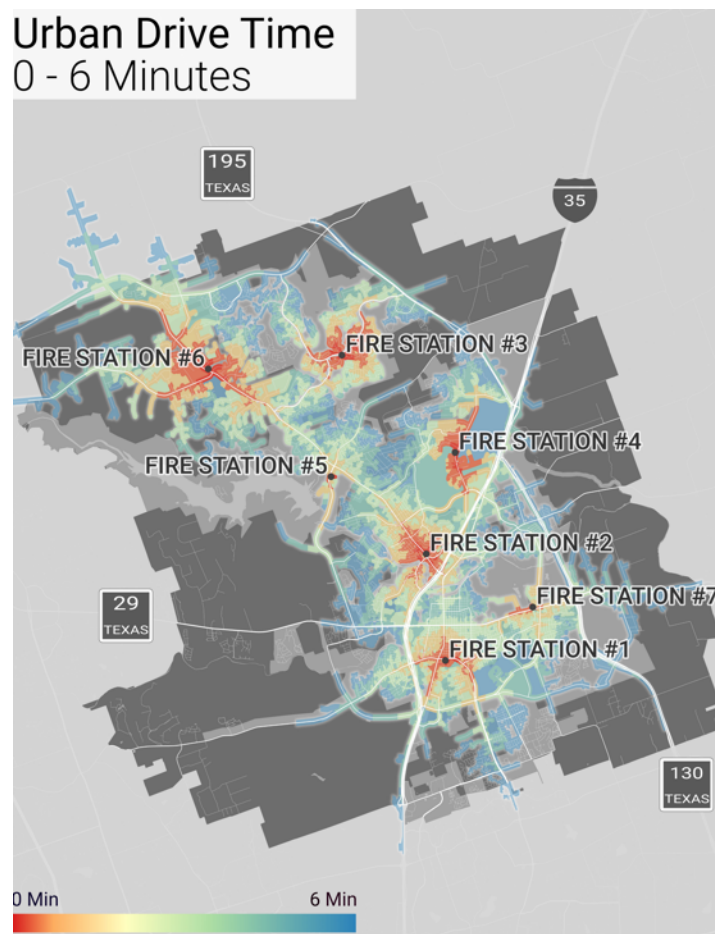


- Development of a matrix for the common and predictable risk types and corresponding staffing, resource needs and time standards to mitigate these types of emergencies. This will allow comparison of the current deployment capabilities and calls against community risks.
- Summary of the current available resources and how they correspond to the community risk profile

Review of Historical System Performance

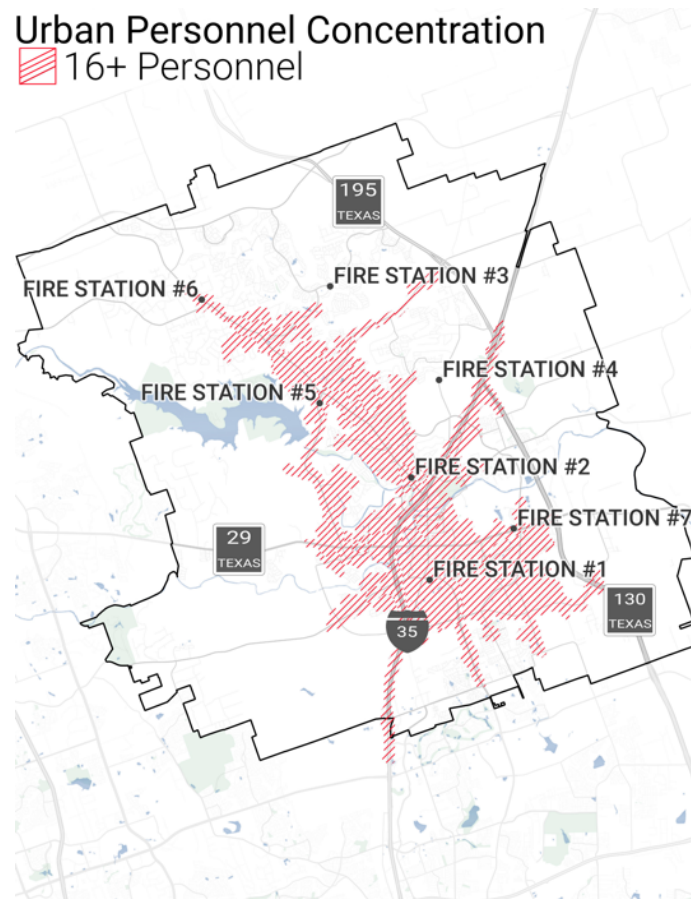
The project team will review and make observations in areas specifically involved in, or affecting, service levels and performance. This will include reviewing the impact of traffic calming strategies and other modifications that can impact response travel times. Key areas to be reviewed will include:

- **Distribution Study** – Overview of the current facility and apparatus deployment strategy, analyzed through GIS software, with identification of service gaps and redundancies in initial unit arrival.



- **Concentration Study**

- Analysis of response times to achieve a full effective response force
- Analysis of company and staff distribution as it relates to the assembly of an effective response force



- **Reliability Study**

- Analysis of current workload, including unit hour utilization of individual companies.
- Review of actual or estimated failure rates of individual companies
- Analysis of call concurrency and the impact on the ability to assemble an effective response force an impact on resource exhaustion
- Analysis of actual system reflex time performance both system wide and by individual companies

- Review of current automatic and mutual aid documents to determine the ability of outside agencies to assist in the delivery of emergency services and development of an effective response force and development of maps illustrating the capability of these resources and the effectiveness of inter-jurisdictional response.
- Development of an optimal station placement and staffing plan to address current needs and future planned growth.
- Impacts of unhoused populations on service reliability and how to mitigate the impacts of serving this segment of the community.

Task 2D | Establish Performance Objectives and Measures

Once the above document has been approved as factual the project team will work with the Fire Department to develop an appropriate set of goals and objects for the Department specific to the types of risks identified as probable in the service area and expected performance levels for the initial response and development of an effective response force in each fire planning zone. The goals and objectives will be developed with respect to the following:

(1) Performance Objectives and Measures.

- **Distribution** – Initial attack (first due) resources for risk specific intervention
- **Concentration** – Effective response force assembly, or the initial resources necessary to stop the escalation of the emergency for each risk type
- Are changes needed to the response time standards used by the Department?

(2) Overview of Compliance Methodology

The project team will work with the Department's management team to develop a methodology to provide continual measurement of future performance. This methodology will include:

- Records Management Systems (RMS) usage policies
- Assignment of oversight responsibilities
- Schedule of assessments
- Review requirements of each assessment type

RESULT

An interim report showing the current conditions and capabilities of the Department, including a facility and apparatus assessment.

Phase 3 – Future System Demand Projections

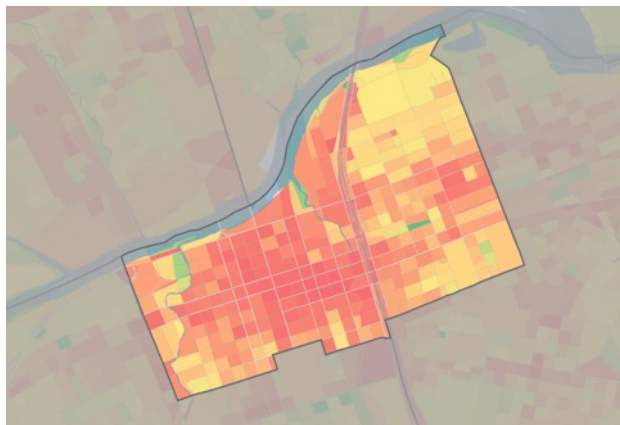
Task 3 | **Projection of 10 Year Fire Department Service Demands and Personnel Resource Needs**

The unique factors of a community shape the service environment that public safety personnel operate in, and as a result, there is not a one-size-fits-all approach to identifying strategic planning.

The modeling system we have developed to determine the impacts of development and growth on fire service demands is the combined product of using advanced technical capabilities and our experience in working with local government clients.

Key aspects of the model employed to create an accurate and defensive model for planning service and personnel needs include the following:

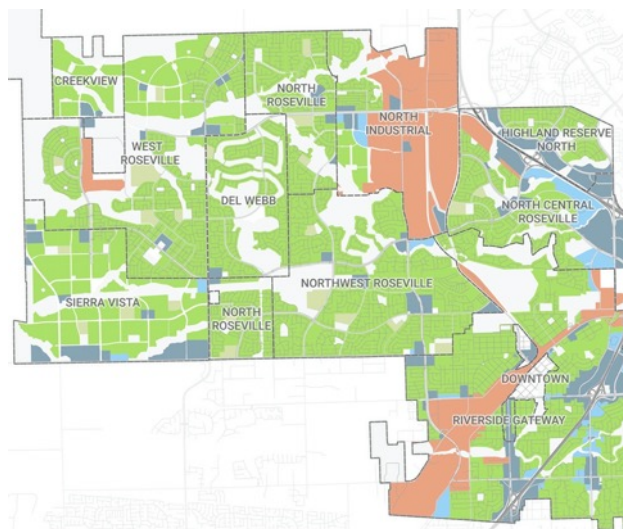
Illustrative Factors Considered to Project Future Staffing Needs



Geographic Analysis of Service Needs

In order to model the effects of the anticipated growth in the Department, it is critical to understand the rates at which existing and similar developments generate workloads and other public safety service needs.

Our analysis will utilize a GIS-centered approach to examine geospatial trends in service demand.

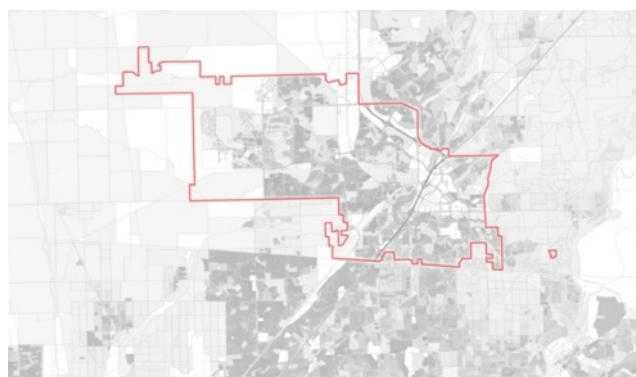


Land Use and Redevelopment

Different types of residential, commercial, and industrial zoning spaces have unique impacts on public safety service needs.

We will meet with local Planning officials to understand how land is used currently, as well as the configurations of any anticipated development and redevelopment, in order to accurately model how these needs will evolve.

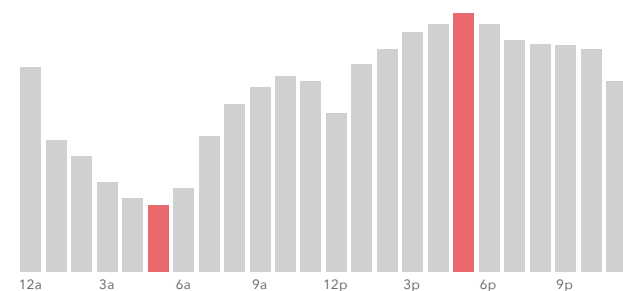
The data collected from Planning and other resources will form the basis of our GIS model of how fire service needs will evolve over the projection timeframe.



Regional Interactions

Understanding the context of the community within its surrounding region is essential to forecasting its planning needs.

This includes developing an understanding of factors such as the daytime working population and effects on field resource demands.



Workload-Based Projections

Rather than base projections for future staffing needs on a simple ratio such as officers per capita, our analysis builds staffing needs from how workload is changing – whether driven by calls for service, investigative cases, or reports and administrative workloads for records staff.

Data collected for the analysis of projected service and personnel needs includes the following:

- CAD data (up to the past three years if current CAD system has been in place for that timeframe)
- Supporting information for CAD analysis (e.g., unit code and incident type lists, incident report totals).

- Planning and land use GIS shapefiles (preferably including information such as commercial space, housing unit counts, and other key target hazard data)
- Information on planned developments, including expected timeframes for completion, when possible
- Impact of mental health issues in the community, including social services
- Impact of non-emergency response on unit availability.

The project team will collect other publicly available data used for the analysis, such as road networks, census data, and geographical features.

The results of the service needs and staffing projections will be developed into an interim deliverable that provides comprehensive projections for service and staffing needs for every fire department function. The projections will be provided at multiple timeframes in order to provide for a more accurate planning process.

RESULT

The analysis will result in an interim deliverable that projects the community risk profile and public safety service and resource needs over the next 10-15 years for each function of the Fire Department.

Phase 4 – Develop the Draft and Final Report

Task 4 | Development of the Draft Report

Once the work tasks noted above have been completed, our findings, conclusions, and recommendations will be documented in the form of a draft and final report to the Department together with detailed plans for implementation. This will include:

- Executive Summary
- Description of the current capital facility infrastructure, deficiencies and scope and cost to remedy identified deficiencies as well as facility needs through 2035.
- Review of the current vision, mission, and values statement to ensure they are relative and reflect the current and future organization.
- Development of goals and objectives for the short, mid and long-term that are specific, measurable, attainable, realistic and time bound (SMART).

- Implementation plan to achieve the goals and objectives including organizational changes, cost, partnerships, changes in laws, policies or regulations needed and who is responsible for the goal.
- Fully detailed cost of any proposed costs or savings from the changes.
- Any recommendations that will require action on the part of the governing body for implementation.
- Supportive maps, charts and graphs.

The report will include full detailed analysis of the items in the scope of work along with timelines and targets for implementing change and the costs associated with that change.

RESULT

The draft report will be reviewed with the Fire Department while in draft form. Once all reviews and any necessary revisions have been completed and the report is in final form, we will conduct a formal presentation to stakeholders if desired.

Project Timeline

The table, below, graphically displays the tentative schedule to conduct the Study. The chart shows the sequencing of each proposed work task, the elapsed time it would take to complete each task. We are proposing that the study be completed in 16 calendar weeks.

Week by Week Schedule of Project Tasks

Tasks	Weeks							
	1-2	3-4	5-6	7-8	9-10	11-12	13-14	15-16
Initiation								
Current Conditions								
Stakeholder Input								
Future Needs								
Draft/Final Report								

C Cost Proposal

The Matrix Consulting Group is proposing to conduct the Fire Department Station Location Study for the City of Leander at a not-to-exceed cost of **\$41,500**, including all fees and expenses, as described in the following table:

Task	Project Manager	Lead Analyst	Sr. Consultant	GIS/Data Analysts	Total Hours	Total Cost
Initiation	12	0	0	0	12	\$2,700
Current Conditions	8	8	24	16	56	\$9,200
Stakeholder Input	16	4	0	0	20	\$4,300
Future Demand/Delivery	8	16	24	16	64	\$10,600
Draft/Final Report	16	32	16	8	72	\$12,800
Total Hours	60	60	64	40	224	
Rate Per Hour	\$225	\$175	\$150	\$150		
Total Cost	\$13,500	\$10,500	\$9,600	\$6,000		\$39,600
Travel Related Expense						\$1,900
TOTAL PROJECT COST						\$41,500

Our usual practice is to invoice our clients monthly for time and materials up to the total project amount. We are also amenable to alternative invoicing arrangements. We will bill for travel and any related expenses at actual cost.

City of
Leander



Facility Master Plan Proposal

Proposal

- Parkhill has been engaged to provide professional architectural and engineering services for the Facility Master Plan.
- Parkhill will acquire assistance from Matrix Consulting Group specializing in location studies for fire stations.
- Project will evaluate:
 - City facility needs
 - Space requirements
 - Potential costs for short-term and long-term needs over a 15-year planning timeframe for all city facilities and departments.

Scope of Work

- Facility Evaluation
- Space Programming
- Conceptual Design
- Budgeting and Master Plan
- Meetings
- Additional Services
 - Fire Station Location Analysis and As-Built Documentation

Facility Needs for Scope of Work

- All Existing City Facilities
- Future Facilities for Consideration include:
 - City Hall
 - Community Center
 - Golf
 - Library
 - Old Town (Comfort Station and Parking Lot or Garage)
 - Public Safety (Fire and Police)
 - Recreation Center

Timeline

- Task 1 – Facility Evaluation (1.5 months)
 - Task 2 – Space Programming (1.5 months)
 - Task 3 – Conceptual Design (2.5 months)
 - Task 4 – Budgeting and Master Plan (1.5 months)
 - Total Project Duration = 7 months
-
- Project includes evaluations of short-term and long-term actionable plans, including location analyses for all municipal and public safety facilities.

Budget

- Total Cost = \$401,848
- FY 2025 Budget = \$300,000 (General Fund Non-Departmental)
- Staff recommends appropriating an additional \$101,848 to fund the remaining cost in the Midyear Budget Amendment scheduled for June 17 City Council meeting.