



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Tuesday, July 1, 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. Laluna Fields Public Improvement District

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.
 - City of Leander New Hires and Promotions
8. Leander Chamber of Commerce mid-year update.

CONSENT AGENDA: ACTION

9. Approval of minutes for meetings held on June 17, 2025 and June 25, 2025.
10. Approval of the agreement with Cintas Corporation No. 2 for the purchase of citywide uniforms, safety products, cleaning services, and any other applicable products or services on an as-needed basis for various departments for a 60-month term utilizing the OMNIA Partners Cooperative Agreement #001299; and authorize the City Manager to execute any and all necessary documents.

11. Acceptance of Infrastructure Improvements associated with Subdivision Case PICP-24-0115 Mac Haik Quick Lane for water and wastewater improvements.
12. Approval of dedication of public utility easement with Pedernales Electric Cooperative, Inc. (PEC) for the Leander Senior Activity Center (CIP P.6) to install needed electrical facilities for the project; and authorize the City Manager to execute any and all necessary documents.
13. Approval of the First Reading of an Ordinance regarding the Barksdale Phase 3 Annexation Case A-25-0022 for the voluntary annexation of 48.96 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R338810, R407805 and R407804; and generally located at the northwest corner of Journey Parkway and CR 175, Leander, Williamson, Texas.
14. Approval of the Second Reading of an Ordinance regarding the Barksdale Phase 3 Annexation Case A-25-0022 for the voluntary annexation of 48.96 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R338810, R407805 and R407804; and generally located at the northwest corner of Journey Parkway and CR 175, Leander, Williamson, Texas.
15. Approval of a Resolution authorizing the submission of a Staffing for Adequate Fire and Emergency Response (SAFER) Grant through the United States Department of Homeland Security and Federal Emergency Management Agency (FEMA) to fund the hiring of 12 new firefighter positions; providing for the cost-sharing, if awarded, of 25% of the actual cost in the first and second year and 65% in the third year of the grant; and authorize the City Manager to execute any and all necessary documents.

REGULAR AGENDA

16. Discuss and consider action on the Second Reading of an Ordinance 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 and Travis Counties, Texas. *[Postponed until July 17, 2025 regular meeting.]*
17. Discuss and consider action on the Second Reading of the Ordinance regarding Zoning Case Z-25-0166 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), and SFS-2-A (Single-Family Suburban) on three (3) parcels of land 52.92 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R338810, R407804 and R407805; and generally located at the northwest corner of Journey Parkway and CR 175, Leander, Williamson County, Texas.
18. Discuss and consider action regarding Ordinance Case OR-25-0032 to amend the Sign Ordinance to update Sections 3.08.006 and 3.08.012 (1) to allow for Fence Wraps and modify the requirements for Building Scrim Signs, and to provide for related matters; Leander, Williamson & Travis Counties, Texas.
19. Discuss and consider action on a Resolution in support of the construction of the Hero Way (formerly RM 2243) East Phase 2 Eastbound Frontage Road Project from 183A to just east of Ronald Reagan Boulevard.
20. Receive presentations and evaluate the finalists selected for the Request for Proposal for Community Brand Strategy.
21. 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.]*
22. Council Member Closing Statements.

23. 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 of property for public purpose.

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

24. 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 27 day of June 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC

FMSbonds, Inc.

Leander, Texas

Public Improvement Districts

June 2025

FMS ROLE AS UNDERWRITER AND NOT FINANCIAL ADVISOR

FMSbonds, Inc., is providing the information contained in this document for discussion purposes only in anticipation of serving as underwriter to the “Issuer”. The primary role of FMSbonds, Inc., (“FMS”) as an underwriter, is to purchase securities, for resale to investors, in an arm’s-length commercial transaction between the Issuer and FMS. FMS may have financial and other interests that differ from those of the Issuer. FMS is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity. The information provided is not intended to be and should not be construed as “advice” within the meaning of Section 15B of the Securities Exchange Act of 1934. The Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. The Issuer should consider whether to engage an advisor to act in a fiduciary capacity on its behalf in connection with this transaction.

Securities offered by FMSbonds, Inc., including annuities, are not insured by the FDIC or any government agency; are not deposits or other obligations of or guaranteed by FMSbonds, Inc. or any of its affiliates; and are subject to investment risks, including possible loss of the principal invested. FMSbonds, Inc. is a broker/dealer, member FINRA/SIPC.

FMS has a policy that is designed to comply with the disclosure requirements under revised MSRB Rule G-23. In conjunction with these requirements, we are providing the following disclosure to all of our municipal underwriting clients.

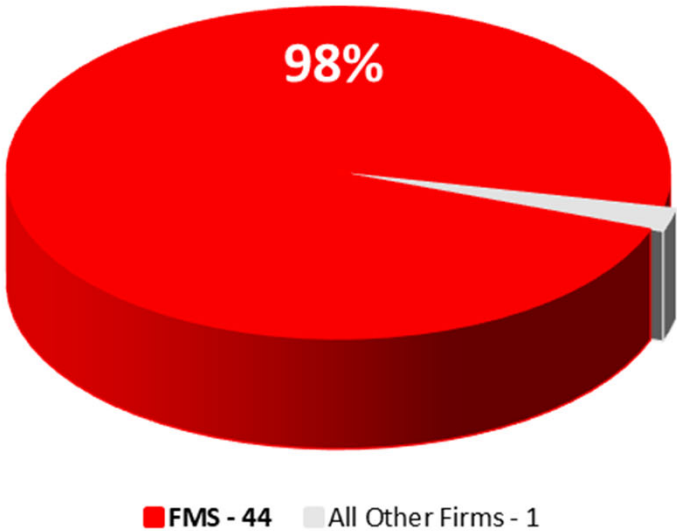
FMSbonds, Inc.
Unmatched Texas Special Assessment Bond Experience

FMS is the Number 1 PID bond underwriter YTD 2025 and YE 2019 through YE 2024.

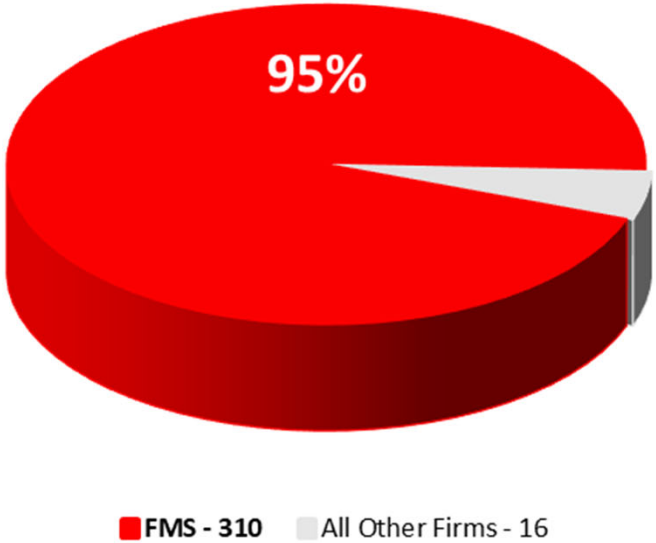
From January 1, 2025, through year-to-date 2025, FMS has priced, closed, or is currently marketing 44 Texas Special Assessment bonds representing over \$710 million in bond par.

Since January 2019, FMS has marketed and underwritten 310 Texas special assessment deals representing over \$3.19 Billion in Texas bonds representing approximately 95% in market share.

January 1, 2025 - YTD 2025
Number of PID Underwritings ¹



YE 2019 - YTD 2025
Number of PID Underwritings ¹



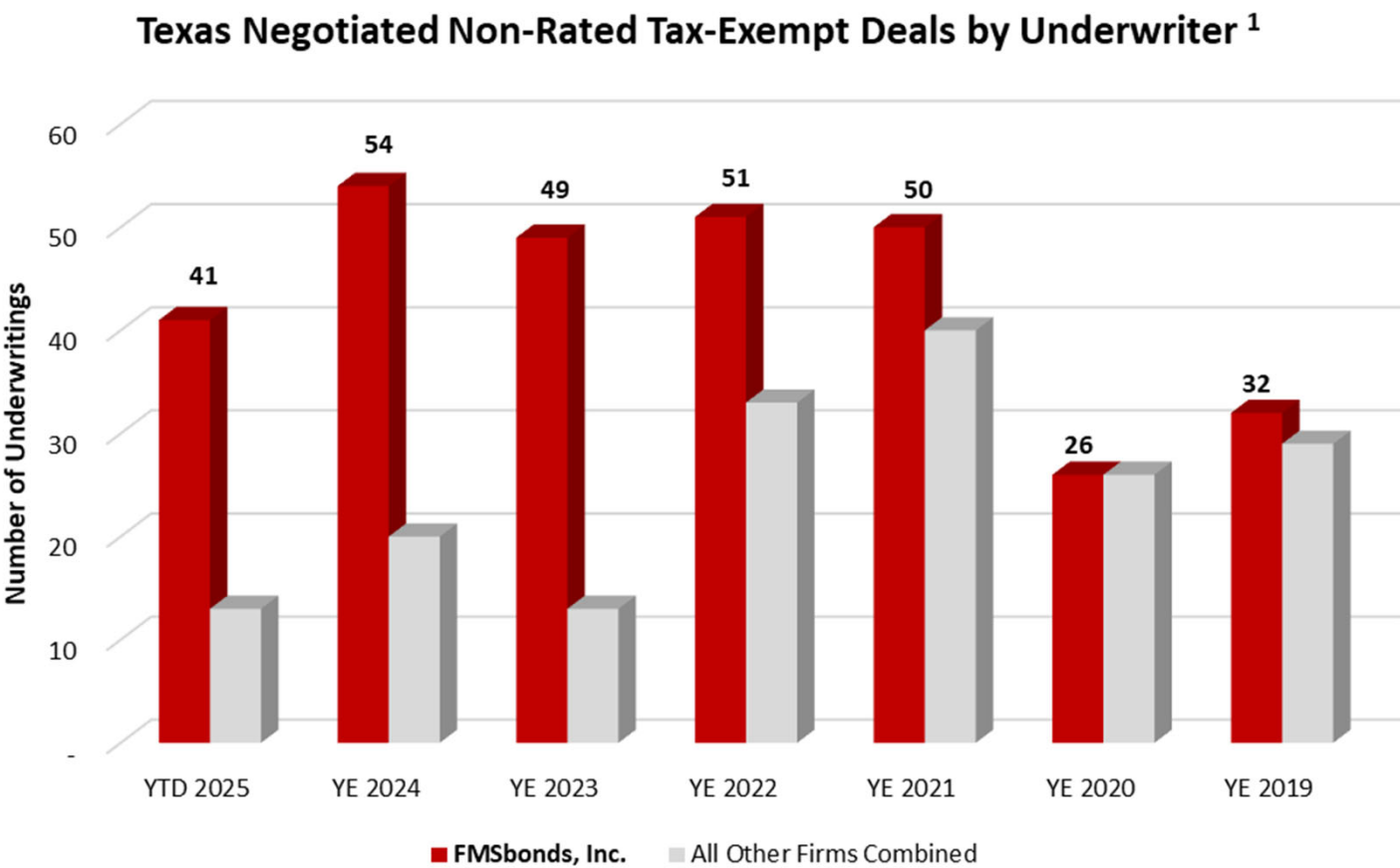
1. PID bonds closed, priced or in marketing period through 6/13/2025. Full credit to Sr. Manager. Excludes PID bonds supported with ad valorem taxes and purposefully excludes Wisconsin PFA or any other out of State conduit issuers which have not been reviewed or approved by the Texas Attorney General. Percentages may not sum due to rounding.

FMSbonds, Inc.

Unmatched Texas Non-Rated, Tax-Exempt Bond Experience

FMS is the Number 1 underwriter of Texas, negotiated, non-rated, tax-exempt bonds YE 2024 through YE 2019.

Since January 2019, FMS has marketed and underwritten 303 Texas, non-rated, tax-exempt bonds involving over \$3.1 Billion in par representing greater than 63% market share in terms of total deals underwritten.



1. PID bonds closed, priced or in marketing period through 3/16/2025. Full credit to Sr. Manager. Excludes PID bonds supported with ad valorem taxes and purposefully excludes Wisconsin PFA or any other out of State conduit issuers which have not been reviewed or approved by the Texas Attorney General. Percentages may not sum due to rounding.

Public Improvement Districts

Development Using Public Improvement Districts

What are Public Improvement Districts?

Public Improvement Districts (“PID”) are economic tools available to Texas cities / counties to fund public improvements that benefit the area within the PID boundaries. Landowners within the PID are assessed for the benefits, rather than burdening the general tax base or having to consent to the formation of an independent political subdivision.

PID Creation: Landowners can petition a city or county to establish a PID. Thereafter, PIDs are created by cities or counties.

Resources: The financial resources of PIDs are assessments levied on property owners within the PID. The assessments are based on a percentage of benefited property. Additional revenues can be pledged to the project, thereby mitigating assessments. Other revenues include tax increment, parking, fees, appropriations, etc.

Financings: A PID (City or County) sells assessment revenue bonds and / or can generate annual revenues.

Governance: Appointed by the city council or commissioner's court (dependent district).

Eligible Costs: PIDs can finance a wide array of public infrastructure and development items, including:

- landscaping; erection of fountains, distinctive lighting and signs;
- acquiring, constructing, improving, widening, narrowing, or rerouting sidewalks, streets/roadways or rights-of-way;
- construction or improvement of pedestrian malls;
- acquisition, construction or improvement of libraries;
- acquisition, construction or improvement of off-street parking facilities;
- acquisition, construction, improvement or rerouting of mass transportation facilities;
- acquisition, construction, or improvements of water, wastewater or drainage improvements;
- the establishment or improvement of parks;
- acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- special supplemental services for improvement and promotion of the district; and
- payment of expenses incurred in the establishment, administration and operation of the district.

Public Improvement Districts

Development Using Public Improvement Districts

Who uses Public Improvement Districts?

PIDs have been used by cities and counties for residential (and commercial) development in lieu of other special districts (MUDs, FWSDs, WCIDs) to fund roads, water, sewer, and other eligible costs. The following is a partial list of Texas cities / counties that have utilized PIDs for development:

Anna, City of	Hackberry, City of	Mesquite, City of
Argyle, Town of	Haslet, City of	Midlothian, City of
Arlington, City of	Hays County	New Braunfels, City of
Aubrey, City of	Heath, City of	North Richland Hills, City of
Austin, City of	Hickory Creek, Town of	Northlake, Town of
Bee Cave, City of	Horseshoe Bay, City of	Oak Point, City of
Boyd, City of	Hutto, City of	Pilot Point, City of
Burleson, City of	Irving, City of	Plano, City of
Celina, City of	Justin, City of	Ponder, Town of
Comal County	Kaufman, City of	Princeton, City of
Coppell, City of	Kyle, City of	Red Oak, City of
Crandall, City of	Lago Vista, City of	Royse City, City of
Dayton, City of	Lavon, City of	Rowlett, City of
Denton County	Leander, City of	San Marcos, City of
Dripping Springs, City of	Lewisville, City of	Santa Fe, City of
Elmendorf, City of	Liberty Hill, City of	Shenandoah, City of
El Paso, City of	Little Elm, Town of	Sinton, City of
Eules, City of	Lubbock, City of	The Colony
Farmers Branch, City of	Magnolia, City of	Tomball, City of
Fate, City of	Manor, City of	Travis County
Ferris, City of	Marble Falls, City of	Trophy Club, Town of
Flower Mound, Town of	McLendon-Chisholm, City of	Venus, City of
Fort Worth, City of	McAllen, City of	Waxahachie, City of
Galveston, City of	Medina County	Westlake, Town of

Public Improvement Districts

Special Assessment Bonds – Credit Mechanics

Assessment Bond Safeguards – For Successful Assessment Bond Sales, Underwriters Generally Require:

- Value to Lien – while issued “up front,” the VTL is typically 2:1 – though this is determined on a project-by-project basis
- All public approvals, entitlement and utility service delivery issues be resolved
- Private sources of funding be fully committed so that funding (bonds plus private capital) exists for finished lots
- Clean title from environmental and lien standpoint (development related mortgages are OK), normal due diligence matters
- It is recommended that an appraisal / third-party market study and engineer’s report be conducted
- Builder contracts are preferred – they are the “gold standard” indicators of market demand and positively affect bond rates
- The bond prospectus, deliberately and intentionally includes very little disclosure on the political subdivision
- The prospectus also includes strong developer disclosures and risk factors
- The bond proceeds are held by a trustee. The developer does not have access to the funds. The political subdivision (or its designee) must approve each construction requisition
- The bonds are secured by a debt service reserve fund, which serves as a “surge-tank” funding source should a delinquency require enforcement action
- Typically, 2-3 years capitalized interest is funded from the bonds
- The strict nature of special assessments assures every property owner that their assessment cannot increase due to non-payment by another landowner

Assessment / Credit Mechanics

- Assessments are levied against each individual lot or parcel for the life of the PID (lien is known at time of purchase)
- Assessment liens within the PID are subordinate only to governmental taxes
- Generally, assessments are paid annually like ad valorem taxes, but the lien can be paid in full (unlike ad valorem taxes)
- The land / homeowner is responsible for assessment payment (unlike MUD, no impact to owners for non-payment of others)

Public Improvement Districts

Possible Transaction Participants / Process Timeline

Overview of PID Bond Financing Team

Issuer Financing Team:

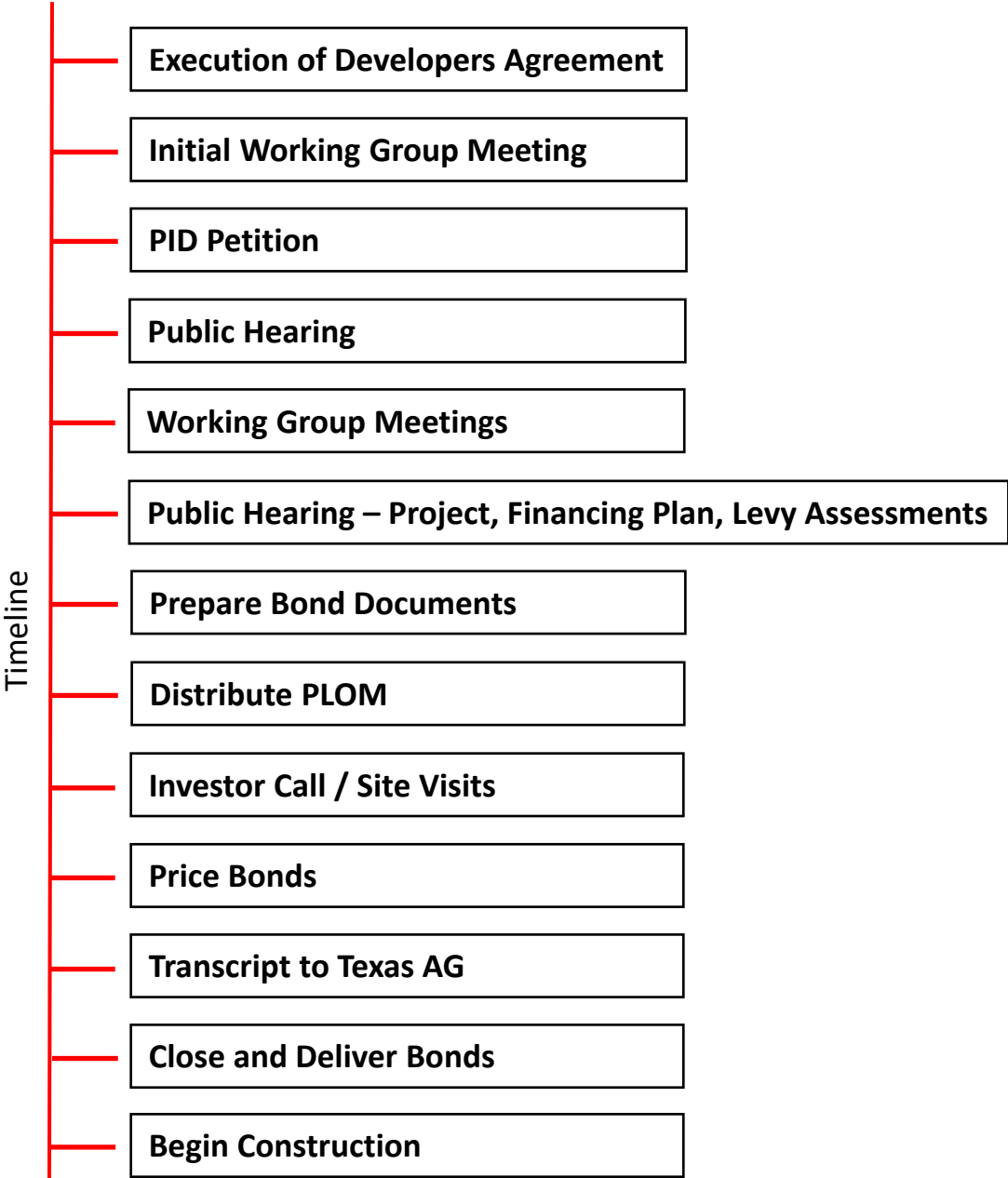
- City / County Staff
- City Attorney*
- Bond Counsel*
- Financial Advisor*
- Appraiser*
- Assessment Administrator*

Investor Financing Team:

- Underwriter*
- Underwriter’s Counsel
- Trustee*
- Trustee’s Counsel

Developer Financing Team:

- Developer
- Developer’s Counsel
- Engineer



* The Issuer (City or County) selects these professionals, not the developer or development team.

Public Improvement Districts

Special Assessment Bonds – Associated Risks and Mitigation

Homeowner Disclosure Risk: The possibility that homeowner doesn't realize they're in a PID.

1. The developer will be required to prepare homeowner disclosures notifying of assessments.
2. The developer will implement training to future builder sales staff, emphasizing that the homeowner is in a PID.
3. The legislature has passed new laws requiring more notice and transparency to new and future homeowners. This includes real property records, publicly required information on websites, and more.
4. Other disclosure that can be provided: PID signage in entry ways, HOA education, proactive mailers.

Suitability of the Bond Investor: The possibility the PID bonds are purchased by an unsophisticated investor with limited ability to absorb potential investment loss.

1. FMS voluntarily structures the bonds with minimum denominations of \$100,000.
2. FMS voluntarily requires potential investors to be "Accredited Investors" or "Qualified Institutional Buyers".
3. In order to meet either definition, investors must prove they have a high level of sophistication regarding speculative investments, maintain a high level of liquidity, and can absorb potential investment losses.

Administrative / Continuing Disclosure Risk: The ongoing administration of monitoring of disclosure.

1. The City covenants to collect assessments on behalf of bondholders.
2. The City covenants to foreclose on property for non-payment of assessments.
3. In addition to the City's 15c2-12 continuing disclosure requirements, the developer is required to submit quarterly disclosures on the project and its progression.
4. Once built out, the City's PID Administrator manages ongoing notices to the PIDs residents.

Public Improvement Districts

From A City’s Perspective – Development Using Public Improvement Districts

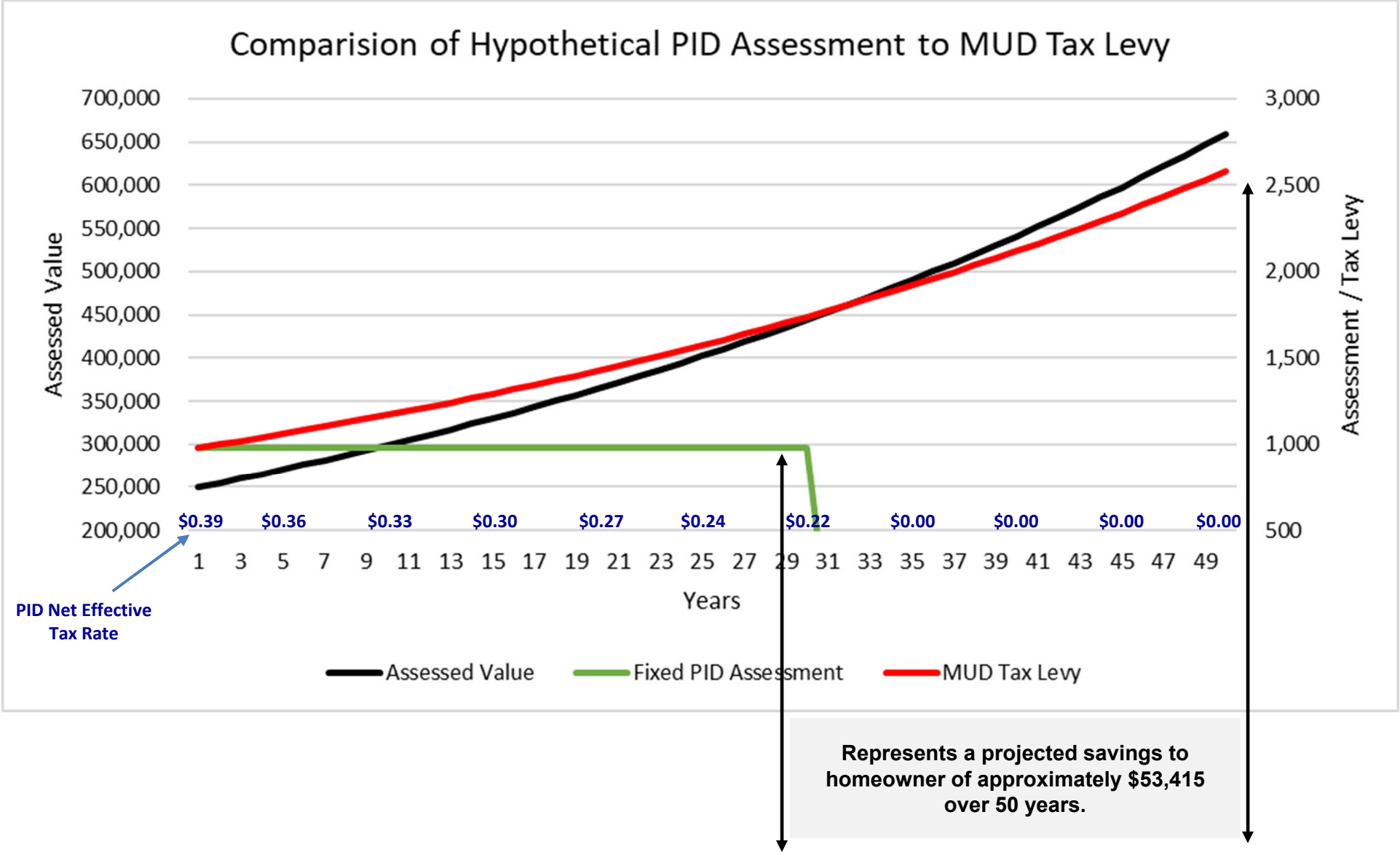
What are some reasons Cities use Public Improvement Districts?

- Minimize the creation of developer controlled special districts (political subdivisions), which reduces layers of government.
- Reduce overlapping taxing jurisdictions to minimize debt burdens on homeowners.
- Manage development within the City’s boundaries.
- Incentivize annexation for some projects.
- Provide strategic planning for master infrastructure allowing for further development within the City’s boundaries.
- Provide for higher amenities in a project, higher valued developments that would otherwise have been average.
- Eliminate or reduce subsidies by the general tax base (minimizes or eliminates the need for 380 agreements / tax increment).
- More conservative approach for development compared to ad valorem taxing districts (related to debt, administration, taxes).
- PID assessments are fixed, providing a reduced net effective tax rate for homeowners (allows for future City debt capacity).

PID Net Effective Tax Rate Over Time (Assumes 2.0% Annual Home Value Appreciation)									
Period	YR 1	YR 5	YR 10	YR 15	YR 20	YR 25	YR 30	YR 40	YR 50
Annual PID Installment	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$0	\$0
Estimated Home Value	\$250,000	\$270,608	\$298,773	\$329,870	\$364,203	\$402,109	\$443,961	\$541,186	\$659,703
Effective PID Tax Rate	\$0.8000	\$0.7391	\$0.6694	\$0.6063	\$0.5491	\$0.4974	\$0.4505	\$0.000	\$0.000

Public Improvement Districts

PID Bond Assessments are Fixed Regardless of Future Home Value ¹



1. Assumes PID equivalent tax rate of \$0.39146 at issuance. Future assessments are fixed for the life of the PID Bond. Assumes a hypothetical MUD tax levy at \$0.39146 per \$100 of assessed value which remains at the same tax rate over time. Assessed Value assumes an annual 2% growth rate. Tax levy and assessments assume a \$250,000 beginning Assessment Value per home. Finally, MUD bond levies typically continue beyond 30-year terms.

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Public Improvement Districts

From A City's Perspective – Development Using Public Improvement Districts

PIDs and MUDs From A City's Perspective		
	Public Improvement District (fixed assessment district)	Municipal Utility District (ad valorem)
City Control	YES City has control for the life of the PID	NO Just City consent and an early developer agreement / little to no post-formation control
Less Government	YES The PID is just an instrumentality of the City, City government applies	NO MUDs are a newly formed political subdivision of the State / Involves TCEQ
Less Debt	YES PIDs usually issue less debt	NO MUDs typically issue far more debt and have a longer life span
Lower Annual Homeowner Payment	YES PIDs typically have a lower annual payment for the homeowner	NO MUDs typically carry a higher annual payment, particularly as value increases
Flexibility	YES A homeowner may payoff / reduce the assessment at any time	NO An individual homeowner may not payoff / reduce the MUD tax
Management	YES The City hires a 3 rd party Administrator to manage most aspects of a PID	NO The developer controls the MUD until homeowners get voted to board
Services	YES The City provides services to the PID	DEPENDS MUDs may or may not provide some services
Termination Event	YES The City has ultimate control	DEPENDS The City must payoff debt

Special Assessment Districts

FMSbonds Successful PID Case Study (\$85,948,000 Combined Project Funding – Collin Creek Mall)

\$32,761,000

Collin Creek East PID Project

**City of Plano, Texas
Special Assessment Revenue
Bonds, Series 2021**

4.375% Avg Coupon / 4.623% TIC
2051 Maturity - Non-Rated
Delivery: September 15, 2021

\$14,687,000

Collin Creek West PID Project

**City of Plano, Texas
Special Assessment Revenue
Bonds, Series 2021**

4.000% Avg Coupon / 4.143% TIC
2051 Maturity - Non-Rated
Delivery: September 15, 2021

\$38,500,000

**Taxable Assignment of
Future TIRZ Revenues**

**Reinvestment Zone No. 4
City of Plano**

City & County TIRZ Participation
Pre-Development Assignment
No Offering Document, CUSIP, DTC
Delivery: September 14, 2021



The City of Plano (“City”) and Centurion American (“Developer”) entrusted FMS to serve as Sole Underwriter and Placement Agent on **\$85,948,000 of combined financing** related to the Collin Creek Redevelopment (“Project”). The Project is a 100-acre, master planned, mixed use development at the site of the former Collin Creek Mall built in the early 1980s. At buildout the Project will contain single family, multifamily and a substantial portion of retail and commercial development.

FMS worked with the City, City Professionals and Developer to explore multiple financing structures, satisfy numerous constraints, and ensure sufficient capital to fund the Project. During the PID bond sales, FMS generated orders resulting in the **East PID Bonds being 5x oversubscribed** and **West PID Bonds being 7x oversubscribed**. Due to the demand for the bonds, FMS was able to reduce pricing levels by as much a 15 bps, decreasing annual assessments to be paid by landowners.

Additionally, FMS worked with a number of investors to secure purchase of future TIRZ revenues generated ONLY from the 100 acre Project site. FMS worked with potential investors, assisting with understanding the Project, possible delays related with future TIRZ revenues, and lack of liquidity associated with the investment. Ultimately, FMS secured a purchase price sufficient to fund the remaining capital delta and a closing date occurring prior to delivery of both PID bonds. Page 16 of 18¹²

Special Assessment Districts

FMSbonds Successful PID Case Study

\$13,300,000

Legacy Hills Public Improvement District Phase #1A-1B Improvements

North Parkway MMD
Contract Revenue Bonds
Series 2021

Developer: Centurion

Average Coupon: 4.13%
Leverage: 2.57 : 1 (Finished Lot Value)
Sale Date: October 6, 2021
Delivery Date: October 28, 2021
Denominations: \$25,000

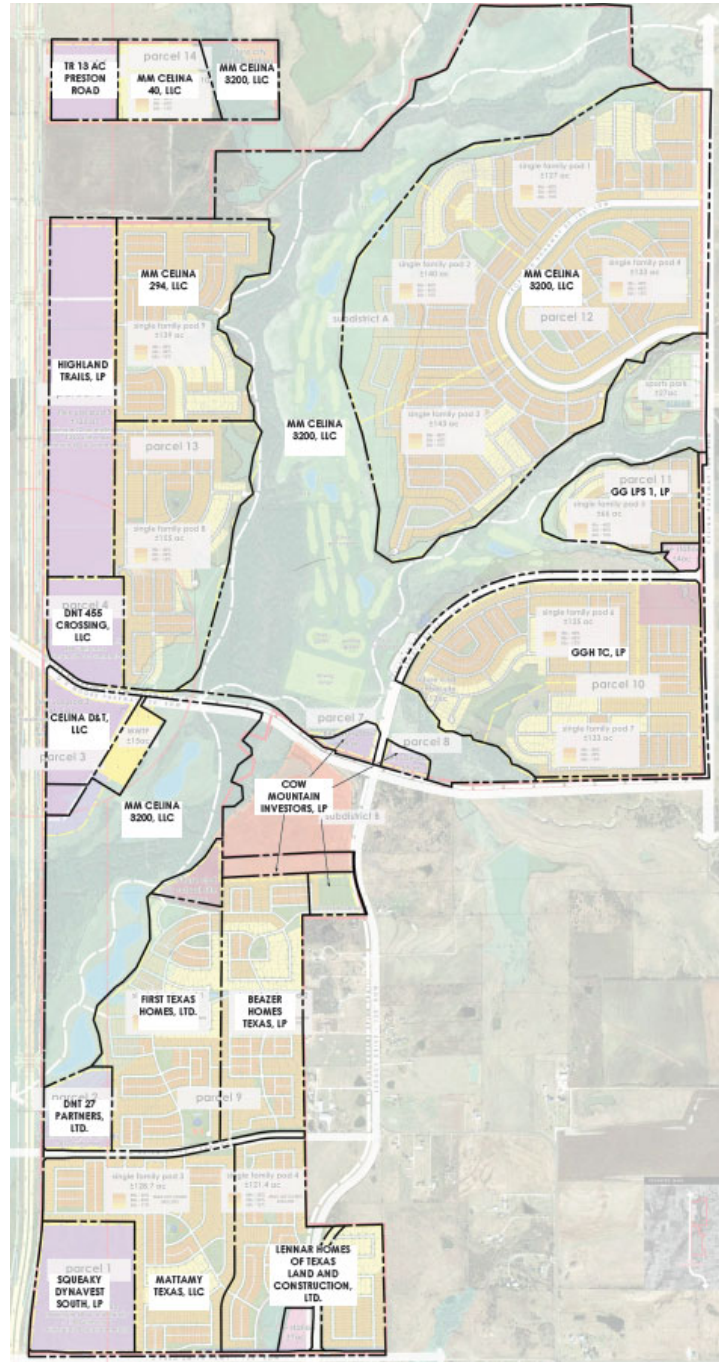
\$81,175,000

Legacy Hills Public Improvement District Major Improvement Area

North Parkway MMD
Contract Revenue Bonds
Bonds, Series 2021

Developer: Centurion

Average Coupon: 4.89%
Leverage: 4.97 : 1 (Finished Lot Value)
Sale Date: October 6, 2021
Delivery Date: October 28, 2021
Denominations: \$25,000



Financing Summary

The District will be developed as a mixed-use master planned development to be known as “Legacy Hills”.

Legacy Hills is located adjacent to the proposed “Phase 4” extension of the Dallas North Tollway which will extend past the District.

Legacy Hills is expected to include up to 7,000 single family residential homes, 4,100 multifamily residential units, and 100 acres of commercial development. The single family residential homes will be developed in pods by homebuilders including: Ashton Woods, Beazer Homes, DR Horton, First Texas Homes, Lennar Homes, M/I Homes, and Mattamy Homes.

During the marketing period FMSbonds was able to secure orders on Phase #1A-1B from seven institutional investors and eight investors on the Major Improvement Area (“MIA”) bonds as well as several orders from FMS’ high net worth investors. In total, FMS’ orders exceeded \$829 million, allowing the Firm to reduce yields on key maturities between 5 and 12.5 bps.

Special Assessment Districts

FMSbonds Successful PID Case Study

\$8,145,000

Hickory Ridge PID
City of Elmhurst, Texas
Special Assessment Revenue
Bonds, Series 2021

Bond Sale Type:
Limited Public Offering (QIBs / Accredited Investors)

Bond Term Structure:
30 Year Fixed Rate Bonds

Bond Call Feature:
10 Year Par Call

Average Coupon:
3.88%

Financed Leverage:
2.4 to 1 ("Paper Lot" value to lien)
9.6 to 1 ("As Complete" value to lien)

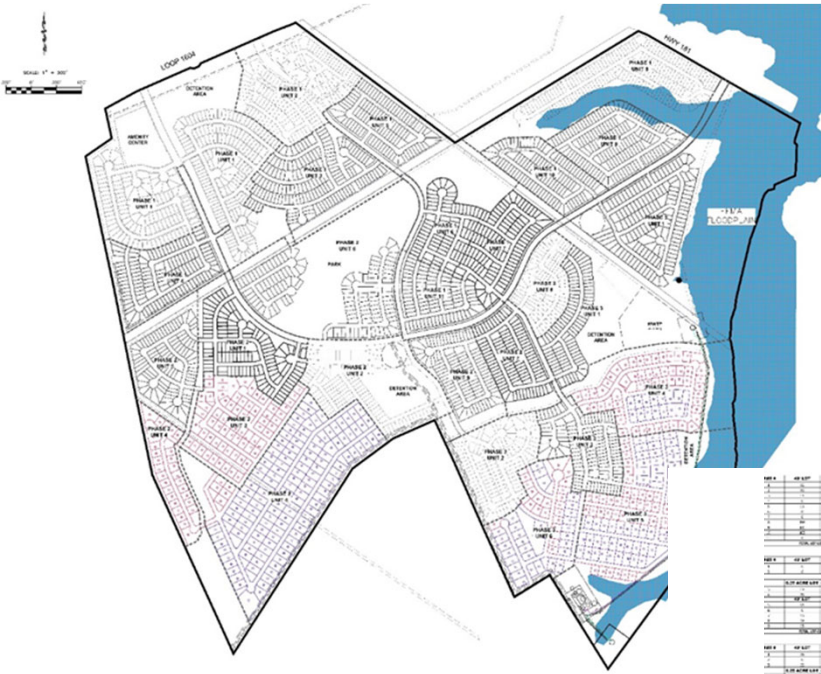
Minimum Bond Denominations:
\$100,000

Debt Service Reserve:
100% Maximum Annual Debt Service

Capitalized Interest:
12 Months

Revenue and Security:
Fixed Assessments

Use of Bond Proceeds:
Roads, Storm Drainage, Erosion Control, Detention
Pond, Engineering and Soft Costs



Financing Summary

The District is part of a larger master-planned, mixed-use development known as Hickory Ridge Master Community. While the District is only zoned for, and expected to include, single-family residential, the portion of the Development outside the District is zoned for commercial uses. The Development consists of approximately 1,089 acres, of which approximately 976 acres comprise the District.

During the marketing period, FMS was able to highlight the credit positives of the region and developer experience securing orders from three large institutional investors and a number of FMS' high net-worth accredited investors ensuring a successful underwriting on behalf of the City. The final yield on the bonds ranks in the 20 lowest rates for a Texas PID since 2007.

Special Assessment Districts

FMSbonds Successful PID Case Study

\$11,987,000

Cartwright Ranch PID

City of Crandall, Texas

Special Assessment Revenue Bonds,
Series 2021 (**Major Improvement Area**)

Bond Sale Type:

Limited Public Offering (QIBs / Accredited Investors)

Bond Term Structure:

30 Year Fixed Rate Bonds

Bond Call Feature:

10 Year Par Call

Average Coupon:

5.15%

Financed Leverage:

3.2 to 1 ("Paper Lot" value to lien)

Minimum Bond Denominations:

\$100,000

Debt Service Reserve:

100% Maximum Annual Debt Service

Capitalized Interest:

26 Months

Revenue and Security:

Fixed Assessments

Use of Bond Proceeds:

Roadway, Water, Sanitary Sewer, Storm Drainage and Soft Costs

Financing Summary

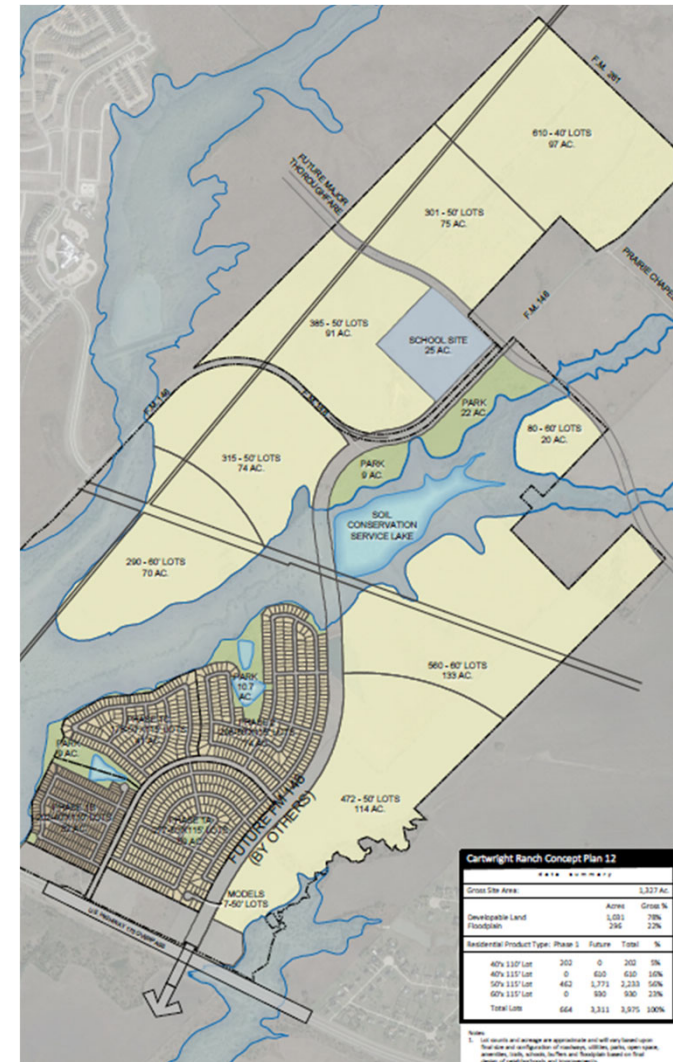
The District is an approximately 1,356 acre part of a master-planned project located within the extraterritorial jurisdiction of the City of Crandall, Texas.

The Developer expects to complete the Cartwright Ranch (**consisting of approximately 3,975 lots**) over a thirteen year period, with the expected completion of the infrastructure serving the District by Q1 2034.

Despite the long buildout period and number of lots associated with the development, FMS was able to leverage its strong relationships with a number of institutional investors.

At the end of the order period the Major Improvement Area bonds **were over seven (7) times over subscribed**. Additionally FMS was able to secure a number of orders from high net retail investors. The related Improvement Area #1 bonds also benefited from FMS' underwriting experience and were **over nine (9) times oversubscribed**.

Ultimately, FMS was able to reduced the yield on both offerings by 25 basis points.



Special Assessment Districts

FMSbonds Successful PID Case Study

\$5,345,000

Thunder Rock PID

City of Marble Falls, Texas

Special Assessment Revenue Bonds,
Series 2021 (**Major Improvement Area**)

Bond Sale Type:

Limited Public Offering (QIBs / Accredited Investors)

Bond Term Structure:

30 Year Fixed Rate Bonds

Bond Call Feature:

10 Year Par Call

Average Coupon:

5.03%

Financed Leverage:

3.0 to 1 ("Paper Lot" value to lien)

Minimum Bond Denominations:

\$100,000

Debt Service Reserve:

100% Maximum Annual Debt Service

Capitalized Interest:

24 Months

Revenue and Security:

Fixed Assessments

Use of Bond Proceeds:

Roadway, Right-Of-Way Acquisition, Water, Sanitary
Sewer, Storm Drainage and Soft Costs

Financing Summary

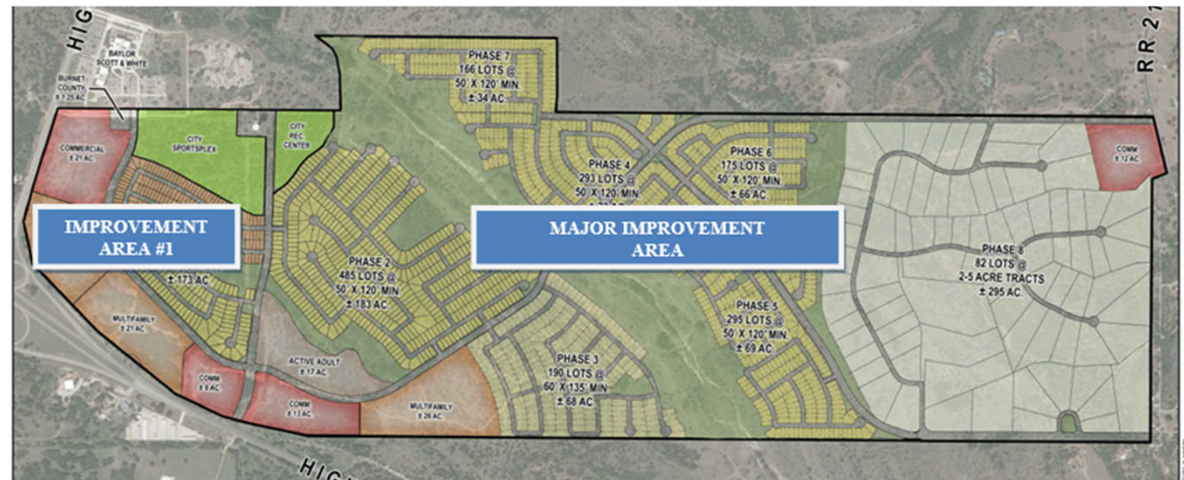
The District is an approximately 1,073.84 acre master planned project located within the city limits of Marble Falls, Texas.

Development is anticipated to include approximately 1,884 single-family homes, 82 estate lots, 150 senior living units 924 multifamily units, and 204,000 square feet of commercial space.

Buildout of the District is expected to take place through Q4 2029.

At the end of the order period the Major Improvement Area bonds **were four (4) times over subscribed**. The related Improvement Area #1 bonds also benefited from FMS' underwriting experience and were also **four (4) times oversubscribed**.

FMS' pricing execution resulting in the average coupon for both the MIA and IA#1 bonds to achieve an approximately 73 basis point reduction from originally projected levels.





City of Leander

New Employees & Promotions

APRIL – JUNE 2025

Promotions

Communications & Community Engagement

Clara Cargile

Development Services

Michaela Lenn – Planner

Engineering

Alex Martinez – Construction Inspector

Library

Carrie Griffin – Public Services Librarian

Parks & Recreation

Doug Joyner – Crew Leader

Josh Littner – Senior Activity Center Specialist

Humberto Reyes – Parks Maintenance

Public Works

Kutter Alexander – Field Foreman

Fire Department

Brandon Sanchez – Driver/Pump Operator

Police

Alexandria Aguirre – Animal Services Officer III

Connor Alvarez - Corporal

Sylvia Black - Corporal

Giovanni Hinojosa – Police Officer

Bryce Lesar – Police Officer

Jetta Slater – Police Cadet

Sam Weatherly – Police Officer

Shelly White – Emergency Communications Officer III

Utility Billing

Roderick Robinson – Field Service Technician

18 PROMOTIONS

New Hires

Fire Department

Michael Cano – Firefighters/EMTs
Tristan Childers – Firefighters/EMTs
Zach Ingram - Firefighters/EMTs
Adam Segura - Firefighters/EMTs
Dylan Sumpter - Firefighters/EMTs
Carter Wanees - Firefighters/EMTs

Police

Bill Woodburn – Police Cadet
Jordan N. Taylor – Police Officer
Catherine Volz – Emergency Communication Officer III
Tae' Jah Jones - Emergency Communication Officer I

Development Services

Chris Sanchez – DS Intern

Golf Course

Josele Diaz – Golf Pro Shop Attendant
Camden Coggin – Guest Services Attendant
Ryder Huling - Guest Services Attendant
Luke Worley - Guest Services Attendant

Public Works

Antonio Salazar – Utility Maintenance I
Richard Hamel – Utility Maintenance I
Sean Cannon – Water Wastewater Service Technician
Martin Hernandez – Project Manager
Austin Trevino – Equipment Operator I
Nolan Earnhardt – Signs Technician I

New Hires

Municipal Courts

Norma Jalomo – Deputy Court Clerk
Christi Lindsey – Deputy Court Clerk

Engineering

Joan Martin – Engineering Intern

Library

Natalia Cantu – Library Generalist

Finance

Otis Williams – Chief Financial Officer
Victor Castillo – Purchasing Manager
Luis Mendoza – Budget Manager
Kirstyn Seward – Accounting Supervisor
Allison McGrew – Finance & HR Project Manager

TOTALS
30 NEW HIRES



EXECUTIVE SUMMARY
7/1/2025

AGENDA SUBJECT:

Approval of minutes for meetings held on June 17, 2025 and June 25, 2025.

BACKGROUND:

Attached are the minutes for the meetings held on June 17, 2025 and June 25, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 06.17.2025
2. Draft Minutes 06.25.2025



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Tuesday, June 17, 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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:00 p.m.

2. Roll Call.

Roll call reflected all present.

3. Roadway Impact Fees (RIF) and Roadway Adequacy Payment (RAP) Workshop

Discussion included: evaluating current ordinances; roadway impact fee maximum assessed fee; roadway adequacy standards; traffic study; traffic impact analysis; substandard road definition; current policy for change of land use policy; collection rate methodology; service area map; policy comparison; undeveloped residential development; comparison data single family, industrial, general office, and shopping center; and staff recommendation of changes.

Briefing workshop adjourned at 6:54 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:04 p.m.; Missionary Priscilla Imes provided the invocation; and Mayor DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

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

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

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

individual.]

Kathy Bonardi, 1412 Volente - commented on delay in opening of senior center; project not on general contractor's website; and status of Meals on Wheels use of building.

7. Leander History

Leander History included Leander ISD history.

8. Staff Reports

- Introduction of Otis Williams appointed Chief Financial Officer
- BCRUA Update
- Capital Improvement Project Update: Senior Center (CIP P.6)
- Water Update

City Manager Parton introduced Otis Williams.

BCRUA update included history of BCRUA; Phase 2 raw water delivery system; Phase 1D plant expansion; delivery points improvements Phase 1; Phase 2A plant expansion; SWIFT funding application; drought update;

Capital Improvement Project Senior Center (P.6) update included construction status, reason for delays, and timeline for opening.

Water update included drought soil moisture monitor; basin condition; 2025 inflows through May; current drought versus drought of record; storage projections; long range elevation forecast; and Phase 3 and 4

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 9 through 23.

By: Mayor Pro Tem Thompson

Seconded: Councilmember McDonald

Vote: 7 - 0

[Mayor DeLisle took the agenda out of order and heard Item 26 following the consent agenda.]

9. Approval of the minutes for meetings held for the canvass of May 3, 2025 General Election held on May 13, 2025 and regular meeting on June 5, 2025.
10. Approval of buyers representation agreement with Avison Young for real estate broker services; and authorize the City Manager to execute any and all necessary documents.
11. Ratify City Manager's appointment of Otis Williams as Chief Financial Officer.
12. Ratify the City Manager's appointment of Gary Ignal to the City of Leander Fire Fighters' Civil Service Commissioner with a term expiring in June 2028.

13. Approval of a service agreement by and between the City of Leander and LION Organizational Development Institute, LLC, providing for a scope of work including retention and cost reduction, decreased overtime costs, improved operational efficiency, and reduced legal and liability risks for the Leander Police Department in the amount of \$85,000.00; and authorize the City Manager to execute any and all necessary documents.
14. Approval of Change Order No. 6 with Chasco Constructors, for the Raider Way and Woodview Drive Improvements (CIP T.12), providing for project closeout additions and deductions; the accumulative change is an additional \$138,924.17, for a new total of \$15,805,706.22, with no extension of term duration; and authorize the City Manager to execute any and all necessary documents.
15. Acceptance of infrastructure improvements associated with Subdivision Case PICP-23-0048 Crystal Mesa 2 for drainage and water improvements.
16. Approval of release and compromise settlement agreement by and with the City of Leander and K. Friese & Associates in the amount of \$245,000.00 resolving the error of a segment of lines being placed in the wrong location; providing for K. Friese & Associates paying the realignment cost and Joe Bland Construction, LP, providing for the installation of new water and wastewater lines in the Falcon Oaks neighborhood (CIP W.6 and WW.20) for a total contract amount of \$4,796,717.10; and authorize the City Manager to execute any and all necessary documents.
17. Approval of dedication of public utility easement with Pedernales Electric Cooperative, Inc. (PEC) for the RM 2243 Master Lift Station and Gravity Relief Main Project (CIP WW.43) and RM 2243 Reclaimed Waterline Improvements project (CIP WW.46) establishing electrical service lines to the new added facilities and structures; and authorize the City Manager to execute any and all necessary documents.
18. Approval of the Roadway Impact Fee (RIF) Offset Agreement for the Wildspring Subdivision for the expansion of CR 175 located to the north of the intersection of CR 175 and CR 177 to reduce the RIF paid at the time of building permits to reflect the value of the expansion of CR 175 pursuant to Article 12.08 of the Code of Ordinances; and authorize the City Manager to execute any and all necessary documents.
19. Approval of the Brushy Creek Retail Memorandum of Agreement (MOA) regarding tree mitigation requirements associated with partial clearing, grading and drainage improvements prior to site development for one (1) parcel of land 4.33 acres $\pm$ in size; more particularly described by Williamson Central Appraisal District Parcel R442584, and generally located to the northeast of the intersection of US 183 and Metro Drive, Leander, Williamson County, Texas.
20. Approval of the extension of the approval of the construction plan permit associated with Subdivision Case 20-PICP-032 Leander Platinum Public Improvement Construction Plans regarding the construction of turn lanes, bike lanes, public sidewalks, stormwater, water, and wastewater improvements along Ronald W. Reagan Boulevard; more particularly described by Williamson Central Appraisal District Parcel R372083; and more commonly known as 17680 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
21. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-25-0159 to amend the current zoning of Interim 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 22.409 acres $\pm$ 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.

22. Approval of Resolution committing to a goal of zero roadway fatalities and authorizing the submittal of an application for the Safe Streets and Roads for All (SS4A) Grant; and authorize the City Manager to execute any and all necessary documents.
23. Approval of Resolution adopting the Williamson County Safety Action Plan; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

24. Conduct a Public Hearing regarding the Barksdale Phase 3 Annexation Case A-25-0022 for the voluntary annexation of 48.96 acres ± in size; more particularly described by Williamson Central Appraisal District Parcels R338810, R407805 and R407804; and generally located at the northwest corner of Journey Parkway and CR 175, Leander, Williamson, Texas.

- Discuss and consider action regarding Annexation Case A-25-0022 as described above.

[Council took a brief recess at 8:11 p.m.; reconvened at 8:21 p.m.]

Opened Public Hearing at 8:23 p.m.; Public Hearing closed at 8:23 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Barksdale Phase 3 Annexation Case A-25-0022.

By: Councilmember McDonald

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

25. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-25-0017 to amend the Comprehensive Plan land use category from Neighborhood Center and Neighborhood Residential to Neighborhood Residential and conduct a public hearing regarding Zoning Case Z-25-0166 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), and SFS-2-A (Single-Family Suburban) on three (3) parcels of land 52.92 acres ± in size; more particularly described by Williamson Central Appraisal District Parcels R338810, R407804 and R407805; and generally located at the northwest corner of Journey Parkway and CR 175, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-25-0017 as described above.
- Discuss and consider action regarding Zoning Case Z-25-0166 as described above.

Opened Public Hearing at 8:32 p.m.; closed Public Hearing at 8:48 p.m. Speakers in favor of the request were Sandesh Puchal Palli, 9337 Millbrook Loop, Ananth Nageswaran, 2308 Roaring River Trail, Skyler Williams, 1955 County Road 175, Swathi Ananth, 2308 Roaring River Trail, and Rama Krishna Kanolua, 2424 Lost Woods Bend. Speaking in opposition of the request was Daniel Reed, 708 Palamos Drive and Anita Chumnavech, 708 Palamos Drive. James Moore, 2304 Echo Park Drive submitted online comments in favor of the request.

Motion: Approve Comprehensive Plan Case CPA-25-0017, following a discussion.

By: Mayor DeLisle
Seconded: Mayor Pro Tem Thompson

Vote: 5 - 2 (Herrera, Naudin)

Motion: Approve Zoning Case Z-25-0166, following a discussion.

By: Mayor DeLisle
Seconded: Mayor Pro Tem Thompson

Vote: 5 - 2 (McDonald, Herrera)

REGULAR AGENDA

26. Receive a presentation from Sam Heinz, of Public Sector Personnel Consultants, Inc., and consider action on the findings and recommendations for the Fiscal Year 2025 Compensation Study; providing for an effective date of June 28, 2025; and authorize the City Manager to execute any and all necessary documents.

Motion: Approve findings and recommendations for the Fiscal Year 2025 compensation study with an effective date of June 28, 2025 with the addition of the Cadet EMT to the fire step plan, following a discussion.

By: Mayor DeLisle
Seconded: Councilmember McDonald

Vote: 7 - 0

27. Discuss and consider action on service and access agreements with CSC Holdings, LLC and/or its wholly-owned subsidiary Cequel Communications, LLC (dba "Optimum" or "Optimum Business") in the amount of \$16,250.00 non-recurring installation charge and \$350.00 monthly recurring service charges to obtain a fiber optic connection for the city's proposed Public, Education, and Government (PEG) access channel; and authorize the City Manager to execute all necessary documents and renewals.

Motion: Approve service and access agreements with CSC Holdings, LLC, following a discussion.

By: Mayor DeLisle
Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

28. Discuss and consider action on acceptance of the Capital Improvements Plan (CIP) Evaluation Matrix.

Motion: Approve the Capital Improvement Plan (CIP) Evaluation Matrix, following a discussion.

By: Councilmember McDonald
Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

29. Discuss and consider action on a waiver to the residential phasing plan requirements for Subdivision Case CP-25-0045 Oak Grove Concept Plan on one (1) parcel of land 20.536 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R392186; and generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.

Motion: Approve waiver to the residential phasing plan.

By: Mayor DeLisle

Seconded: Councilmember Ross

Vote: 7 - 0

30. Discuss and consider action on Street Vacate Case for SV-25-0003 to consider the vacation of a portion of the right-of-way (ROW) at the eastern end of Northline Street located within the Northline Subdivision which is balanced by the dedication of additional ROW in future sections of the subdivision; generally located to the south of the intersection of Main Street and San Gabriel Parkway, Leander, Williamson County, Texas.

Motion: Approve Street Vacate Case SV-25-0003.

By: Councilmember Ross

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

31. Discuss and consider action on the Second Reading of an Ordinance 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 more commonly known as 106 W. Willis Street, Leander, Williamson County, Texas.

Motion: Approve Special Use Case Z-25-0165.

By: Councilmember McDonald

Seconded: Councilmember Ross

Vote: 6 - 1 (Thompson)

32. Discuss and consider action on the Second Reading of an Ordinance 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 and Travis Counties, Texas.

No action taken. This item was pulled and moved to the July 1, 2025 regular meeting.

33. Discuss and consider action on moving the January 1, 2026 regular council meeting to January 6, 2026 due to holiday of New Year's Day and scheduling 2025 and 2026 Council Retreat dates.

Motion: Approve moving the January 1, 2026 meeting to January 6, 2026, affirm the July 25-26, 2025 retreat date, and 2026 retreat dates to be determined, following a discussion.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

34. Discuss and consider action on the appointment of a City Council Liaison to the Historic Preservation Commission, Parks and Recreation Advisory Committee and the Economic Development Advisory Committee.

Motion: Appoint Mayor Pro Tem Thompson as Council Liaison to the Historic Preservation Commission, Councilmember Herrera as Council Liaison to the Parks and Recreation Advisory Committee and Councilmember Chang as Council Liaison to the Economic Development Advisory Committee, following a discussion.

By: Councilmember Ross
Seconded: Mayor DeLisle

Vote: 7 - 0

35. 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.

36. Council Member Closing Statements.

Andrew Naudin - commented on historical events: signing of Declaration of Independence, Juneteenth and Civil Rights; significance of dates; typically 100 years apart; and change takes time.

Christine DeLisle - stated dinner came from Firehouse Subs; reminded everyone to shop locally; thanked Parks Department Staff for work on Old Town Street Festival and Juneteenth events; thanked Leander Public Arts and Culture Commission on the success and their work on Juneteenth event; and advised of upcoming events.

37. Adjournment

Adjourned at 9:55 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY

From: noreply@civicplus.com
To: [Dara Crabtree](#); [Debora Penberg](#); [Stefanie Brown](#)
Subject: Online Form Submission #5951 for Public Comments Request
Date: Monday, June 16, 2025 9:47:43 AM

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.

Public Comments Request

Individuals who want to comment at the next regular meeting of the City Council or the Planning and Zoning Commission (P&Z) may complete the following request form. See [Agendas and Minutes](#) for a list of upcoming meetings.

Comments on agenda items:

- This form only applies to regular Council/P&Z meetings. It does not apply to special meetings, workshops, or other board or commission meetings.
- Comments must pertain to items that appear on the current posted Council/P&Z meeting agendas.
- Written comments will be included in the meeting record.
- Spoken comments will be limited to no more than three minutes (six minutes if translation is needed) per individual.
- This form must be submitted no later than noon on the Wednesday before the posted meeting start time.

Comments on non-agenda items:

Public comments on items not listed in the agenda will be limited to no more than 3 minutes (6 minutes if translation is needed) per individual. This form must be submitted no later than noon on the Wednesday prior to the posted meeting start time.

(Section Break)

First Name	James
------------	-------

Last Name	Moore
-----------	-------

Yes

Do you live within
Leander city limits?

Home Address	2304 Echo Park Drive
--------------	----------------------

City	Leander
------	---------

State	TX
-------	----

Zip Code	78641
----------	-------

Phone Number	512-260-7353
--------------	--------------

Email Address	
---------------	--

My comments apply to the following regular meeting:	City Council
---	--------------

This form will only be accepted until noon on the Wednesday prior to the next regular meeting in which an agenda has been posted.

Please see [Agendas and Minutes](#) for a list of upcoming meeting dates, times, and agendas.

My comments apply to the following meeting date:	6/17/2025
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My agenda item or case number:	25 - CPA-25-0017
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My position on the above agenda item or case number:	I am FOR this item.
--	---------------------

I want to include comments at the meeting:	Yes. But I only want my written comments added to the meeting record.
--	---

My written comments	I am for removing neighborhood center from the comprehensive plan. I live across Journey Pkwy in the Pecan Creek neighborhood and there is no need for any neighborhood center at the corner of Journey Pkwy and CR175. There are plenty commercial businesses on Ronald Reagan Blvd at Journey Pkwy which is very close by.
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**MINUTES
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Wednesday, June 25, 2025
Workshop at 1:00 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**

WORKSHOP - CONVENE AT 1:00 PM

1. Open Meeting.
Opened meeting at 1:07 p.m.

2. Roll Call.

Mayor DeLisle confirmed all was present.

3. Discuss and direct staff on the following items :

Capital Metropolitan Transportation Authority

Organization History

Governance

Current Services

Major Initiatives

City of Leander Fiscal Impact

Interlocal Agreements

Future Funding Concerns

Discussion included: key dates; ridership by service; bus ridership; propensity service area; monthly visits; where riders are going; primary destinations; typical activity; funding sources; sales tax by agency; Leander actual sales tax by year; Build Central Texas Grant Program; estimated sales tax receipts versus cost of service; Build Central Texas cost of service calculation; strategies to address funding inequities; DART case study; legislative efforts; build coalition with other small cities in CapMetro; previous discussions on cost of exiting CapMetro; voters have spoken multiple times desire to remain in CapMetro; transportation in the future; education piece; funds receive for transportation infrastructure as part of Build Central Texas Grant Program; property owned by CapMetro located within city limits; and requirements for a government to government transfer of property.

[City Council took a brief recess at 2:17 p.m.; reconvened at 2:38 p.m.]

Williamson County Road Bond Program

Review City of Leander Projects

Projects Status Update

Bond Program Modifications

Agreements Between the County, City and State
City and County Funding Commitments and Other Related Matters

Discussion included Hero Way Phase 1; Hero Way Phase 1A; additional Leander funded options; majority supported Option 3 to construct to Ronald Reagan Boulevard; E. Crystal Falls Parkway; Bagdad Road southern section; CR 175; and next steps.

[City Council took a brief recess at 3:31 p.m.; reconvened at 3:42 p.m.]

City of Leander Roadway Expansion and Connectivity
Corridors of Emphasis
Signalization
Intersections of Concern
Future Evaluation Process

Discussion included corridors of emphasis; signalization; intersection of concern; process for changing the four-way stop sign to signal at Halsey Drive and San Gabriel Parkway; signal performance and optimization software budgeted for FY 2026; major rehabilitation and reconstruction; pavement assessment; debt capacity; current debt obligations; projected I&S rates; and future evaluation process.

Future Subdivision and Developments
Existing Policies and Requirements
Statutory Framework for Development Approval
Options for Revisions to Policies and Requirements

Discussion included secondary access commercial and industrial; multiple-family residential; one or two-family residential; CR 280 current and realignment; two-points of access; when do developers have to build additional lanes and require second way out of neighborhood; rights-of-way currently have for CR 280; traffic impact analysis; existing development agreements; better definition of substandard road and language requiring to next road standard; rough proportionality analysis; research what neighboring cities are doing; transportation plan and adjacent uses; roadway impact fee adopted; City participating either in funding or construction; state law that sets process for a moratorium; safety concerns; fire department requirements for secondary access exceptions include sprinkling all buildings; engineering standards; Lakeline Boulevard extension; City evolving; looking further out not just now; importance of public safety; and the county's regional plan.

4. Adjournment

Adjourned at 4:54 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
7/1/2025

AGENDA SUBJECT:

Approval of the agreement with Cintas Corporation No. 2 for the purchase of citywide uniforms, safety products, cleaning services, and any other applicable products or services on an as-needed basis for various departments for a 60-month term utilizing the OMNIA Partners Cooperative Agreement #001299; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Funds are budgeted each year to provide City staff with uniforms that provide for workplace safety, a unified appearance, and recognizable identification for residents and customers. Uniforms are sized, embroidered with the employee's name, and laundered each week. Cintas Corporation No. 2 has been providing these uniform services to the City's Public Works and Parks Departments for five (5) years. They also provide cleaning services for floor rugs and fleet shop towels.

The City's current contract with Cintas Corporation No. 2 has expired. Considering the City's prior experience with them and their established ability to maintain reliable and consistent service, the Public Works and Park Departments, in consultation with the Purchasing Department, are proposing to piggyback onto the University of Nebraska's OMNIA Partners cooperative contract with Cintas Corporation No. 2 (Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348, GPO CC #13897 GPO Agreement #211011196) for acquiring needed services. The City of Leander has an Interlocal Agreement with the OMNIA Partners for the purchase of goods and services which allows staff to capitalize on other entity's existing contracts to maximize the City's purchasing opportunities when possible.

This is a unit-based contract and actual expenditures are dependent on the number of employees, employee turnover, and rate of uniform wear and tear. Based on these factors, each department estimates and allocates funds annually in the City-wide budget. The table below lists actual service costs for FY 2024 and the allocated budget amounts for FY 2025. These costs are expected to increase annually as departmental staffing levels grow in response to increased demands for services.

Department	FY 2024 Actual Cost	FY 2025 Budget
Public Works (Streets)	\$ 25,788.00	\$ 36,500.00
Public Works (Water	\$ 26,983.00	\$ 36,000.00
Public Works (Wastewater)	\$ 9,910.00	\$ 12,500.00
Parks	\$ 27,746.00	\$ 28,200.00
Total	\$ 90,427.00	\$113,200.00

Expenditures for this service currently exceed \$50,000.00 annually and require City Council approval.

Chapter 791, § 271.102 of the Texas Government Code: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. The City does not pay a fee to utilize the cooperative contract pricing.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Victor Castillo, Purchasing Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$113,200.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:

1. Agreement
2. Addendum A

STATE OF TEXAS

COUNTY OF WILLIAMSON

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)
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**ADDITIONAL TERMS TO WORKPLACE
SOLUTIONS COOPERATIVE
ACCEPTANCE AGREEMENT BY AND
BETWEEN CITY OF LEANDER, TEXAS
AND CINTAS CORPORTION NO. 2**

THIS ADDITIONAL TERMS TO WORKPLACE SOLUTIONS COOPERATIVE ACCEPTANCE AGREEMENT, entered into this ____ day of _____, 2025 for (this "Agreement") is made and entered into by and between the City of Leander, Texas, a Texas home rule municipal corporation ("the City") and Cintas Corporation No. 2, a Uniform and Facilities Provider ("Cintas") located at 25 Cypress Boulevard, Round Rock, Texas, 78665 (collectively, "the Parties").

WITNESSETH:

WHEREAS, Cintas agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached thereto;

WHEREAS, Cintas and the City are parties to the Acceptance Agreement dated July 1, 2025, in which the City agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement;

WHEREAS, the Acceptance Agreement provides for Cintas and the City to agree to additional terms and conditions to the Acceptance Agreement; and

WHEREAS, the Parties agree to be bound by the additional terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cintas and the City, agree as follows:

1. WARRANTY AND DEGREE OF CARE. CINTAS WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT AND THAT ALL SERVICES PROVIDED BY CINTAS SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CINTAS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY CINTAS OR WORK PERFORMED BY CINTAS, CINTAS WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.

2. Insurance. Cintas shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to

cover the Services being provided under this Agreement as determined by the City. Cintas shall provide the City with written notice of any coverage limit change on the insurance. Cintas shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy but only to the extent of Cintas' indemnity obligations.

3. INDEMNIFICATION. CINTAS SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OR WILLFUL OR WANTON MISCONDUCT OF CINTAS OR ITS AGENTS, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CINTAS UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

4. Non-Discrimination. Cintas hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

5. Independent Contractor. Cintas shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Cintas hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

6. No Third Pary Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

7. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction in Williamson County, Texas.

8. Non-Appropriations. Notwithstanding any provision contained herein, the Master Agreement, or the Acceptance Agreement, the financial obligations of the City contained herein and therein are subject to and contingent upon appropriations by the City Council of such funds or other revenues being available, received and appropriated by the City in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the City. The failure to appropriate funds for an expense or obligation under this Agreement, the Master Agreement, or the Acceptance Agreement shall not be construed to be a breach of said Agreements.

9. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

10. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:
City of Leander, Texas
Attention: City Manager
105 N. Brushy Street
Leander, TX 78641

With a copy to:
The Knight Law Firm
223 W. Anderson Lane, Suite A-105
Austin, TX 78752

In case of Cintas, to:
Cintas Corporation
25 Cypress Boulevard,
Round Rock, Texas, 78665

11. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

12. Conflicting Terms. Cintas Agrees that in the event of a conflict between the Master Agreement or Acceptance Agreement and this Agreement, this Agreement shall control.

13. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

14. Compliance with Laws. Cintas shall comply with all applicable federal, state, and local laws applicable to the services to be performed under this Agreement.

15. Statutory Verifications.

a. The signatory executing this contract on behalf of the Cintas verifies that the Cintas does not boycott Israel and will not boycott Israel during the term of this Agreement.

b. Cintas represents that the Cintas and all wholly owned subsidiary, majority-owned subsidiary, parent Cintas and affiliates of Cintas do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, Cintas represents that Cintas and all wholly owned subsidiary, majority-owned subsidiary, parent Cintas and affiliates of Cintas do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase “Discriminates Against a Firearm Entity or Firearm Trade Association” as used in this paragraph have the meanings assigned to the phrase “Discriminate Against a Firearm Entity or Firearm Trade Association” in Section 2274.001(3) of the Texas Government Code, as amended.

c. Cintas represents that neither the Cintas nor any wholly owned subsidiary, majority-owned subsidiary, parent Cintas or affiliate of Cintas (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase “Boycott Energy Companies” as used in this paragraph have the meanings assigned to the phrase “Boycott Energy Company” in Section 809.001 of the Texas Government Code, as amended.

d. Cintas represents that Cintas nor any wholly owned subsidiary, majority-owned subsidiary, parent Cintas or affiliate of Cintas is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code. Further, Cintas represents that Cintas nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Cintas is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals:

CINTAS:

By: 
Name: Seth Mace
Title: Key Account Manager

THE CITY OF LEANDER, TEXAS

By: _____
Name: Todd Parton
Title: City Manager

ATTEST:

By: _____
Name: Dara Crabtree
City Secretary

EXHIBIT LIST:
EXHIBIT “A” – SCOPE OF SERVICES
EXHIBIT “B” – PRICING



Addendum A

The signed Service Agreement dated _____ will renew the previous Multi-Location Agreement for the following Sold To:

City of Leander
607 Municipal Dr.
Leander, TX, 78641
Sold To: 13026789 & 13027142

City of Leander
105 N. Brushy St.
Leander, TX, 78646
Sold To: 13027202

City of Leander
406 Municipal Dr.
Leander, TX, 78641
Sold To: 13027062

Cintas Loc. No: _____ 86 _____
By: Seth Mace _____
Title: Key Account Manager _____
Date: _____

Customer Signature: _____
Customer Printed: _____
Customer Title: _____
Date: _____



EXECUTIVE SUMMARY
7/1/2025

AGENDA SUBJECT:

Acceptance of Infrastructure Improvements associated with Subdivision Case PICP-24-0115 Mac Haik Quick Lane for water and wastewater improvements.

BACKGROUND:

Approximately \$340,000 in required public infrastructure site improvements for water and wastewater for Mac Haik Quick Lane have been installed, inspected, and are substantially completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two-year (2) term maintenance bond.

The maintenance bond will commence the two-year (2) term upon City Council acceptance, as anticipated, on July 01, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through July 01, 2027. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

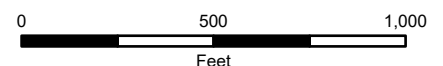
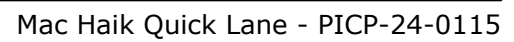
Emily Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

1. Mac Haik Quick Lane Acceptance Documents

Map of the Leander area showing city limits and extra-territorial jurisdiction. A red square labeled '1834' is located near the intersection of US 183 and Ronald W. Reagan Blvd. The map includes a legend for Leander City Limits (solid grey) and Extra-Territorial Jurisdiction (hatched). Major roads shown include N Bagdad Rd, Hero Way West, Crystal Falls Pkwy, RM 1431, US 183, Ronald W. Reagan Blvd, and RM 2243. A north arrow is in the top right corner.



Engineer's Concurrence for Project Acceptance

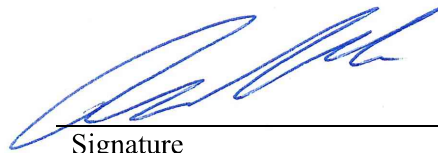
Project: Mac Haik Quick Lane **Date:** 05/05/2025

City of Leander Issued Permit Number: PICP-24-0115

<u>Owner's Name & Address</u>	<u>Consultant Engineer's Name & Address</u>
<u>MH Leander Realty, LLC (Mac Haik)</u>	<u>Anthony Goode, PE</u>
<u>11750 Katy Frwy Ste 1300</u>	<u>1620 La Jaita Drive, Suite 300</u>
<u>Houston, TX 77079</u>	<u>Cedar Parl, TX 78613</u>

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

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



Signature

Anthony Goode, PE

Typed Name

Goode Faith Engineering, LLC

Engineering Firm Name

F-22664

Registered Engineering Firm Number



MAINTENANCE BOND
Subdivision Improvements

Bond #2361338

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC
as Principal, whose address is 2937 Hero Way, Leander, TX 78641 and
Swiss Re Corporate Solutions America Insurance Corporation a Corporation organized under the
laws of the State of Missouri, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Thirty Five Thousand Nine Hundred Fifty Seven and 78/100 Dollars
(\$ 35,957.78) to which payment will and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has constructed Mac Haik Quick Lane Public
Improvements Construction Plan (PICP-24-0115) (the
“improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

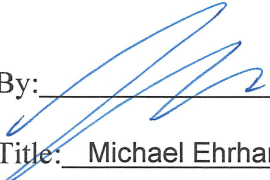
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 1st day of May, 2025.

Liberty Civil Construction, LLC
Principal

By: 

Title: Michael Ehrhardt, President

Address: 2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Insurance Corporation
Surety

By: 

Title: Kimberly Rochelle Gonzalez, Attorney In-Fact

Address: 1200 Main St., Suite 800

Kansas City, MO 64105

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

Acrisure Texas Risk Advisors & Insurance Services, LLC

32335 US Hwy 281 N, Ste. 1201, Bulverde, TX 78163

(Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN R. WARD, THOMAS DOUGLAS MOORE, EMILY ALLISON MIKESKA, ALLYSON W. DEAN, TROY RUSSELL KEY, DEBRA LEE MOON, ANDREA ROSE CRAWFORD, SANDRA LEE RONEY,
FAITH ANN HILTY, ANDREW GARETH ADDISON, ELIZABETH ORTIZ, ANA OWENS, ANDREW PATRICK CLARK, KIMBERLY ROCHELLE GONZALEZ, CRYSTAL GAIL LANGHORN,
STEVEN WAYNE LEWIS, SHERI RENEE ALLEN, PEGGY GRADEL HOGAN, TERESA AYALA, KELLI A. GORHAM, MARK ROBERT ADAMS, CORY KIPER, AND ROSS RUDOLPH LARIS JOINTLY OF SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gabriel Jacquez
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29th day of APRIL, 2025

State of Illinois
County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 29th day of APRIL, 2025, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szveda
Karen M. Szveda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 1st day of May, 2025.



Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact the **Surety Claims Department**
at **1-816-235-3702**

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** for information or to make a complaint at:

1-816-235-3702

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

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

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Surety Claims Department**
al **1-816-235-3702**.

Usted puede llamar **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** para informacion o para someter una queja al:

1-816-235-3702

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



June 20, 2025

Engineering Department
Development Services
City of Leander
201 N. Brushy Street
Leander, TX 78641

Attn.,

The following is the information as applicable for Mac Haik, PIPC-24-0015.

Final Plat Legal Name as Recorded: **Mac Haik Quick Lane Final Plat FP-24-0135 (Doc# Pending)**
Name on Approved Construction Documents: **Mac Haik Quick Lane PIPC-24-0115**
Name on Bank Bond for Fiscal Posting: **Swiss Re Corporate Solutions America Insurance Corporation**

COST CATEGORIES	AMOUNT
Streets	\$38,891.89
Drainage	\$0
Water	\$112,391.19
Wastewater	\$143,587.22
Landscape Improvements	\$0
TOTAL	\$294,870.30

Total Improvements = \$294,870.30
Mobilization = \$64,706.76
Maintenance Bond (10%) = \$35,957.78
Total = **\$395,534.84**

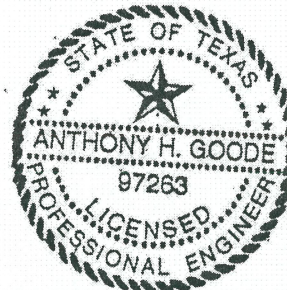
Inspection Fees (3.5%) = \$0.00
Remaining Insp. Fees to be Paid = \$0.00

Please contact me at 972.822.1682 or anthony@goodefaitheng.com if you have any questions.

Thank you,

 6-20-25

Anthony Goode, PE
President
Goode Faith Engineering, LLC (Firm #22664)
972-822-1682
anthony@goodefaitheng.com



1620 LA JAITA DR STE 300
CEDAR PARK

ADMIN@GOODEFAITHENG.COM

972.822.1682
TBPE NO. 22664

FC&Q

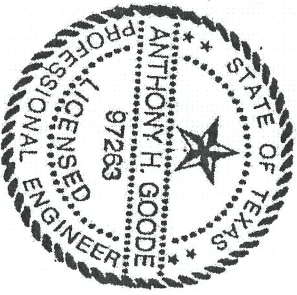
PROJECT: Mac Haik Quick Lane PICP

A	B	UNIT	QTY	UNIT PRICE	C
Item No.	Description of Work				Scheduled Value
GENERAL CONDITIONS					
	MOBILIZATION	LS	1	\$64,706.76	\$64,706.76
	TRENCHING	LS	1	\$35,694.19	\$35,694.19
	SUBTOTAL GENERAL CONDITIONS				\$100,400.95
EROSION CONTROL FOR PIP					
	CLEARING	LG	1	\$4,438.00	\$4,438.00
	STABILIZED CONSTRUCTION ENTRANCE	EA	2	\$1,237.88	\$2,675.76
	REVEG DISTURBED AREAS	SY	2060	\$2.16	\$4,440.60
	SUBTOTAL EROSION CONTROL FOR PIP				\$11,554.36
EROSION CONTROL FOR MINOR SITE					
	REMOVE EXISTING EROSION CONTROLS AS NEEDED	LS	1	\$4,004.35	\$4,004.35
	DEMO EXISTING FENCE	LG	1	\$9,000.05	\$9,000.05
	DEMO EXISTING CONCRETE	LG	1	\$17,224.74	\$17,224.74
	ROCK BERM	LF	44	\$90.80	\$4,007.20
	SUBTOTAL EROSION CONTROL FOR MINOR SITE				\$34,936.34
WASTEWATER PUBLIC					
	CONNECT TO EXISTING WWMH	EA	1	\$14,363.49	\$14,363.49
	3" HDPE	LF	622	\$137.84	\$85,736.48
	BORE W/6" CASING	LF	60	\$258.89	\$15,533.40
	AIR RELEASE VALVE	EA	1	\$10,106.75	\$10,106.75
	SUBTOTAL WASTEWATER PUBLIC				\$125,740.12

FC&Q

PROJECT: Mac Haik Quick Lane PICP

A	B				C
Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value
WATER PUBLIC					
	TIE TO EXISTING WL STUB	EA	1	\$3,921.55	\$3,921.55
	8" PVC	LF	674	\$119.80	\$80,745.20
	FIRE HYDRANT ASSEMBLY	EA	1	\$9,877.34	\$9,877.34
	SUBTOTAL WATER PUBLIC				\$94,544.09
ASPHALT DEMO AND REPAIR FOR WWL					
	ASPHALT DEMO AND REPAIR	LS	1	\$5,362.50	\$5,362.50
	SIDEWALK DEMO AND REPAIR	LS	1	\$77,027.09	\$77,027.09
	TRAFFIC CONTROL ALLOWANCE	LS	1	\$7,245.00	\$7,245.00
	SUBTOTAL ASPHALT DEMO AND REPAIR FOR WWL				\$90,035.39
	SUBTOTAL				\$154,124.24
	GRAND TOTAL				\$294,870.29



Anthony H. Goode
6-20-25

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: May 5, 2025

Developer: MH Leander Realty, LLC.

Contractor/Material
Provider ("Affiant"): Liberty Civil Construction, LLC.

Project: **Mac Haik Quick Lane Public Improvements Construction Plans
Project (PICP-24-0115)**

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

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

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

Initialed: 

PAGE 1 of 2

SUBSCRIBED AND SWORN TO BY Affiant on this 5th day of May, 2025.

AFFIANT:

Signature: _____

Typed Name: Michael Ehrhardt

Title: President

STATE OF TEXAS

COUNTY OF WILLIAMSON

BEFORE ME the undersigned authority on this day personally appeared, Michael Ehrhardt, 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 5th day of May, 2025.

[S E A L]



Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2028

Initialed: _____



EXECUTIVE SUMMARY
7/1/2025

AGENDA SUBJECT:

Approval of dedication of public utility easement with Pedernales Electric Cooperative, Inc. (PEC) for the Leander Senior Activity Center (CIP P.6) to install needed electrical facilities for the project; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Capital Improvements Program (CIP) Project P.6, Leander Senior Activity Center is currently in the construction phase and is expected to be completed in September 2025. Leander citizens approved the issuance of several bonds to fund the design and construction of the Leander Senior Activity Center. The project involves the construction of a facility approximately 11,800 square feet on City-owned land adjacent to the Public Works yard on Municipal Drive. The new facility will relocate the current facilities from Bagdad Road. The Senior Activity Center will provide meals, exercise classes, games, art classes and other featured activities for the area active adults and seniors.

The project requires establishing electrical service lines to the newly added facilities and structures. Attached is a dedication of a public utility easement with PEC that allows PEC to install needed electrical facilities for the project. Costs related to the extension of electric service are included in the project budget.

HISTORY/TIMELINE:

2016 – Leander voters approved bonds in an amount not to exceed \$4,185,000 for the acquisition of land and the construction and equipping of a senior center for the citizens of Leander.
Sept 2017 – City hired international design firm PGAL for planning, design, construction admin services.
Feb 2020 – Bids for construction received. Lowest (\$5M) exceeds \$3.8M budget.
Aug 2020 – City Council gives direction to analyze alternate site next to the Library.
April 2022 – Council gives direction to move forward with project on original site.
May 2022 – PGAL begins updating construction documents to current City standards.
September 2022 – More than \$2M added to FY 2023 project budget.
January 2024 – New solicitation for construction posted.
April 2024 – Bids for construction received. Lowest (\$9.5M) exceeds \$6.5M budget.
May 2024 – City Council considers Senior Activity Center construction contract.
May 2024 – City Council approves bid to build the Senior Activity Center.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval.

PRESENTER:

Tony Bettis, CIP Program Manager

Fiscal Impact

Attachments:

1. Easement Dedication

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

The City of Leander, Texas, the owner of the hereinafter described tract of land located within the City of Leander, Williamson County, Texas, hereby dedicates such tract of land to the use of the public as a Utility Easement, subject to the City of Leander's ordinances and continuing and future control and regulation of the use of such easement by the City of Leander, the following tract of land.

A Utility Easement, being twenty (20) feet in width, being ten feet on each side of the centerline of the Facilities as built or as more particularly described in **Exhibit A** if attached hereto (the "Easement Area"). Any Facilities (guys and anchors or pads, transformers or switches) if installed outside the Easement Area shall be considered part of the Easement Area. The Easement Area is located on that certain tract of land consisting of 4.69 acres, more or less, out of the ELIJAH D. HARMON Survey, Abstract No. 6, In Williamson County, Texas, and being more particularly described in **Exhibit "A"** attached hereto and made a part hereof for all purposes.

The City of Leander, Texas hereby assigns, an non-exclusive, perpetual Utility Easement for the purpose of placing, constructing, operating, repairing, maintaining, re-constructing, upgrading, replacing, inspecting, patrolling, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, reconstructed, upgraded, replaced, inspected, patrolled, relocated and removed structures, facilities, or improvements reasonably necessary and useful for the placement of: water and/or wastewater mains, lines and pipes; the supplying of water, sanitary sewer, drainage and conveyance of storm water run-off; the City's drainage system; an underground electric distribution line consisting of variable number of wires, and all other necessary or desirable appurtenances and other facilities useful or necessary for the transmission and distribution of electric utility service; and other such related services (the "Facilities") in, under and across the Easement Area; and further, for the purpose of removing or causing to be removed from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said facilities and improvements, and their appurtenances.

This Utility Easement is subject to the following covenants:

1. The City of Leander reserves the right to use the Easement Area for all purposes that do not unreasonably interfere with or prevent the use of the Easement Area as provided herein, subject to applicable City ordinances or agreements. Specifically, and without limiting the generality of the foregoing, City of Leander has the right to place, construct, operate, repair, replace and maintain roadways, trails, driveways, drainage, landscaping and signage on, in, under, over and across the Easement Area, so long as such use does not unreasonably interfere with or prevent the use of the Easement Area as provided herein. But the City of Leander may not construct any buildings or similar improvements on the Easement Area.

2. This Utility Easement is granted and accepted subject to any and all easements, covenants, rights-of way, conditions, restrictions, encumbrances, mineral leases, if any, relating to the Easement Area 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.
3. The repair of any damage caused by the entity placing and installing the Facilities within the Easement Area, the City of Leander's adjacent property, and any improvements located therein or thereon shall be finalized within thirty (30) days (or any other time agreed to by the parties) of completion of any construction, maintenance, repairs or other subsequent work within or upon the property so as to restore the Easement Area 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

Todd Parton, 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



EXECUTIVE SUMMARY
7/1/2025

AGENDA SUBJECT:

Approval of the First Reading of an Ordinance regarding the Barksdale Phase 3 Annexation Case A-25-0022 for the voluntary annexation of 48.96 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R338810, R407805 and R407804; and generally located at the northwest corner of Journey Parkway and CR 175, Leander, Williamson, Texas.

BACKGROUND:

A resolution was adopted on May 15, 2025, and commenced the voluntary annexation of 48.96 acres $\pm$ in size as described above. The resolution set the public hearing for June 17, 2025, and the readings of the ordinance for June 17, 2025, and July 1, 2025. The Planning, Engineering, Parks, Fire, and Police Departments have reviewed this application and do not have concerns with providing adequate service to the property.

The City Council heard a development proposal for this development during the September 19, 2024, meeting and unanimously voted to not support the request for only residential uses at the intersection.

APPLICANT REQUEST:

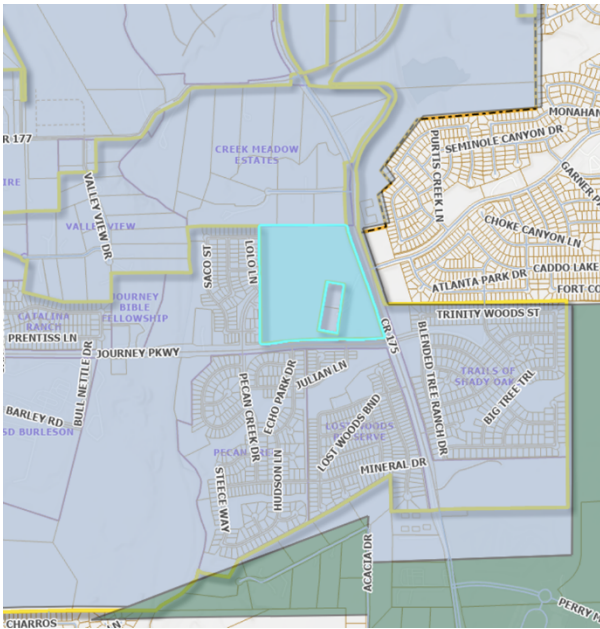
The applicant is requesting annexation of the property in order to develop the 48.96 acres $\pm$ in size into a single-family residential subdivision. The applicant wishes to develop the property as a continuation of the Barksdale Subdivision, located to the west. This property is subject to a development agreement between the property owner and the City that requires annexation when the land use redevelops and is no longer used for agricultural purposes.

Comprehensive Plan Amendment Case CPA-25-0017 and Zoning Case Z-25-0166 are associated with this annexation, which are items on this agenda. Upon completion of the annexation, the next step in the development process is to submit a Concept Plan for the site.

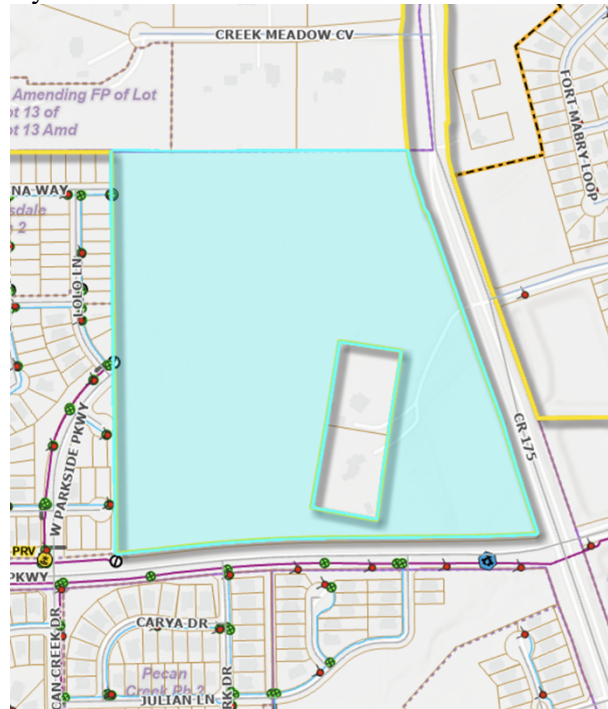
This development includes a proposal for multiple zoning districts that would be the continuation of the existing Barksdale Subdivision with a mix of Single-Family Compact (minimum 50-foot lot width), Single-Family Urban (minimum 60-foot lot width), and Single-Family Suburban (minimum 70-foot lot width) lots.

SIZE & LOCATION:

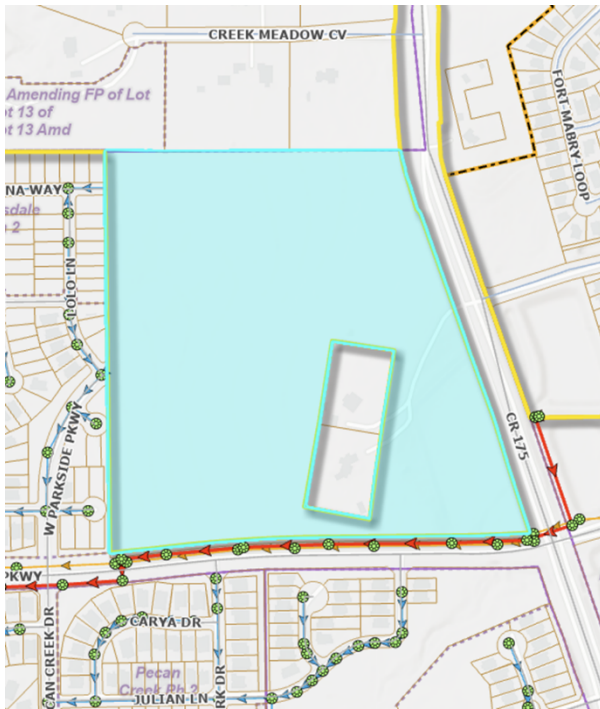
The property is located northwest of the intersection of CR 175 and Journey Parkway, including approximately 48.96 acres $\pm$ in size. The homestead located within the site is currently within the City Limits and has an interim zoning of SFR-1-B (Single-Family Rural). This property is on the southern edge of City Limits and is contiguous with existing residential development.



City of Leander Water Services:



City of Leander Wastewater Services:



ROAD NETWORK:

This proposal will include a series of internal roads to serve the neighborhood. The developer will need to provide for any required right-of-way dedications for Journey Parkway and CR 175. Williamson County is undergoing a project to expand CR 175 beginning just north of the site to match the existing layout as it approached Journey Parkway.

CONSEQUENCES OF NOT ANNEXING:

If the City chooses not to annex the land, there is a risk that the development can still move forward since they are located within the Leander water service area. The City would not have land use control and the future property owners would not have to pay property taxes.

HISTORY/TIMELINE:

09/19/2024 - Development Proposal Review
05/15/2025 - Resolution Adopted
06/17/2025 - City Council, 1st Public Hearing

APPLICANT/AGENT:

Kimley-Horn (Kyle Marquez) on behalf of the Estate of the Peggy Borho Simpson (Christy Simpson Ledbetter)

RECOMMENDATION:

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

1. Approve the request for annexation; or
2. Deny the request for annexation.

Staff recommends Option 1 listed above – Approve the request for annexation. Staff made this recommendation after evaluating the surrounding area and confirming that City services are readily available for development.

The City Council unanimously approved the annexation request during the June 17, 2025 meeting.

The next item on the agenda is the second reading of the annexation request. Action on this item does not approve the zoning of the property.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-25-0022 Att 1 Barksdale Ph 3 - Resolution
2. A-25-0022 Att 2 Barksdale Ph 3 - Location Map
3. A-25-0022 Att 3 Barksdale Ph3 Annexation Ordinance
4. A-25-0022 Barksdale Ph 3 Att 4 - Aerial Map

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 48.96 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the executor of the estate of Peggy Borho Simpson has submitted a petition to the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of certain property located within Williamson County, Texas, said property, more particularly described in **Exhibit B** attached hereto and incorporated by reference herein (the, “Subject Property”), into the City limits on behalf of the heirs of the estate; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

WHEREAS, after review and consideration of such request and petition for annexation of the Subject Property, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

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

Section 2. Proceedings. The petition for annexation, attached hereto as **Exhibit A**, of the Subject Property described hereinbelow and further described in **Exhibit B** and the service plan attached hereto as **Exhibit C**, are hereby accepted (all exhibits described herein are incorporated by reference herein for all purposes).

Subject Property:

BEING a 48.96 acres tract of land situated in the Anastasha Carr Survey, Abstract 122, Williamson County, Texas, and being a portion of a called 59.319 acres tract described in Vol. 2542, Page 838, O.P.R.W.C.T.; save and except a called 2.00 acres tract of land described to Jane Simpson Russell and John R. Russell, as shown on instrument recorded under Document No. 2007065707, O.P.R.W.C.T.; and save and except a called 2.00 acres tract of land described to Paul G. Ledbetter and Christy D. Ledbetter, as shown on instrument recorded under Document Number 2001020575, O.P.R.W.C.T.

A public hearing has been set for the date of **Tuesday, June 17, 2025**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein and the description provided in **Exhibit B**, **Exhibit B** shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the 15th day of May, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

PETITION

(see attached)

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as **Exhibit A**, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision of services attached hereto as **Exhibit A**.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this ____ day of _____, 20____, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner(s):

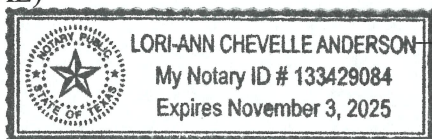
By: Christy Simpson Ledbetter
Christy Simpson Ledbetter
Independent Executor of the Estate of Peggy Borho Simpson
Williamson County, Texas, No. 24-0422-CP4

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 Christy Simpson Ledbetter, Executor of the Estate of Peggy Borho Simpson and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of April, 2025.

(SEAL)



[Signature]
Notary Public - State of Texas

Exhibit B

PROPERTY DESCRIPTION

(see attached)

LEGAL DESCRIPTION:
48.96 ACRES

BEING A 48.96 ACRES TRACT OF LAND SITUATED IN THE ANASTASHA CARR SURVEY, ABSTRACT 122, WILLIAMSON COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 59.319 ACRES TRACT DESCRIBED IN VOL. 2542, PG. 838, O.P.R.W.C.T.; SAVE AND EXCEPT A CALLED 2.00 ACRES TRACT OF LAND DESCRIBED TO JANE SIMPSON RUSSELL AND JOHN R. RUSSELL, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007065707, O.P.R.W.C.T.; AND SAVE AND EXCEPT A CALLED 2.00 ACRES TRACT OF LAND DESCRIBED TO PAUL G. LEDBETTER AND CHRISTY D. LEDBETTER, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2001020575, O.P.R.W.C.T.; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, IN THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, A VARIABLE RIGHT-OF-WAY WIDTH, SAME BEING THE NORTH BOUNDARY LINE OF SAID 59.319 ACRES TRACT AND THE SOUTHEAST BOUNDARY LINE OF LOT 15, CREEK MEADOWS ESTATES, A LEGAL SUBDIVISION, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2002024974, O.P.R.W.C.T.; FOR THE WEST CORNER OF A CALLED 3.5625 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2009016238, O.P.R.W.C.T., FOR THE BEGINNING OF A CURVE;

THENCE, DEPARTING SAID SOUTHEAST BOUNDARY LINE OF LOT 15 AND SAID NORTH BOUNDARY LINE OF THE 59.319 ACRES TRACT, WITH SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, SAME BEING THE WEST BOUNDARY LINE OF SAID 3.5625 ACRES TRACT, OVER AND ACROSS SAID 59.319 ACRES TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 09°23'33", A RADIUS OF 805.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 35°03'51" EAST, 131.81 FEET, AND AN ARC LENGTH OF 131.96 FEET TO A 1/2-INCH IRON ROD FOUND;
2. SOUTH 39°45'38" EAST, A DISTANCE OF 154.02 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. SOUTH 58°11'44" EAST, A DISTANCE OF 31.62 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
4. SOUTH 39°45'38" EAST, A DISTANCE OF 873.38 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND;
5. SOUTH 32°45'42" EAST, A DISTANCE OF 172.37 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND;
6. SOUTH 39°25'27" EAST, A DISTANCE OF 279.31 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND, AT THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 175, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, A VARIABLE WIDTH RIGHT-OF-WAY, NO RECORDING INFORMATION FOUND; FOR THE NORTH CORNER OF A CALLED 2.755 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007041328, O.P.R.W.C.T.;

THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, CONTINUING OVER AND ACROSS SAID 59.319 ACRES TRACT, WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, SAME BEING THE NORTHWEST BOUNDARY LINE OF SAID 2.755 ACRES TRACT, AND THE NORTH BOUNDARY LINE OF A CALLED 0.039 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007041329, O.P.R.W.C.T.; THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. SOUTH 13°17'34" WEST, A DISTANCE OF 11.42 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
2. WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°02'42", A RADIUS OF 5,679.06 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67°38'25" WEST, 301.79 FEET, AND AN ARC LENGTH OF 301.83 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. SOUTH 69°09'46" WEST, A DISTANCE OF 319.01 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
4. SOUTH 69°09'46" WEST, A DISTANCE OF 213.08 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
5. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°13'44", A RADIUS OF 5,779.07 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 69°03'38" WEST, 23.09 FEET, AND AN ARC LENGTH OF 23.09 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A COMPOUND CURVE;
6. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05°58'49", A RADIUS OF 5,779.05 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 65°56'38" WEST, 602.91 FEET, AND AN ARC LENGTH OF 603.18 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LEGAL DESCRIPTION

48.96 ACRES

**BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS**

MICHAEL A. MONTGOMERY II, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6890

					
10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759					
TEL. NO. (512) 418-1771 WWW.KIMLEY-HORN.COM					
SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	2/4/2025	067783185	1 OF 4

7. SOUTH 62°57'13" WEST, A DISTANCE OF 69.20 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
8. WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°35'46", A RADIUS OF 5,679.06 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64°08'57" WEST, 158.20 FEET, AND AN ARC LENGTH OF 158.21 FEET TO A 1/2-INCH IRON ROD FOUND, IN SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, AND THE WEST BOUNDARY LINE OF SAID 59.319 ACRES TRACT, FOR THE EAST CORNER OF A CALLED 44.166 ACRES TRACT OF LAND DESCRIBED TO M/I HOMES OF AUSTIN, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2021194519, O.P.R.W.C.T.;

THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, WITH SAID WEST BOUNDARY LINE OF SAID 59.319 ACRES TRACT, SAME BEING THE EAST BOUNDARY LINE OF SAID 44.166 ACRES TRACT, NORTH 21°10'34" WEST, A DISTANCE OF 1,641.73 FEET TO A 1/2-INCH IRON ROD FOUND, IN THE SOUTH BOUNDARY LINE OF LOT 13, LOTS 12 & 13, CREEK MEADOWS ESTATES AMENDED, A LEGAL SUBDIVISION, AS SHOWN ON PLAT RECORDED UNDER DOCUMENT NO. 2008061952, O.P.R.W.C.T.; FOR THE NORTHWEST CORNER OF SAID 59.319 ACRES TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 44.166 ACRES TRACT;

THENCE, WITH SAID SOUTH BOUNDARY LINE OF LOT 13, AND THE SOUTH BOUNDARY LINE OF LOT 14, OF SAID CREEK MEADOWS ESTATES, AND SAID LOT 15, SAME BEING THE NORTH BOUNDARY LINE OF SAID 59.319 ACRES TRACT, NORTH 69°41'04" EAST, A DISTANCE OF 1,191.96 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 48.96 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LEGAL DESCRIPTION

48.96 ACRES

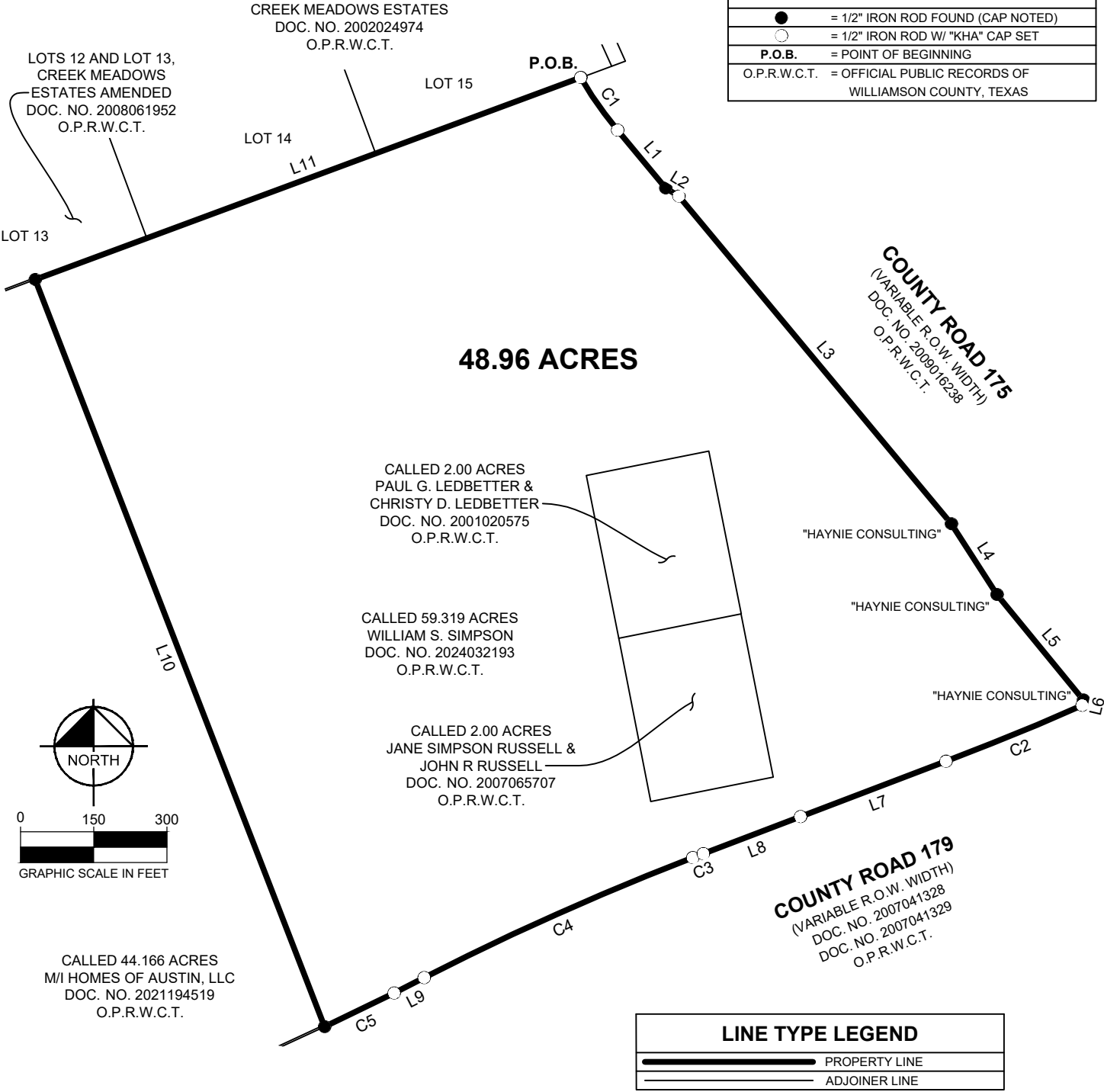
**BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS**

Kimley»Horn

10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771
TBP ELS FIRM # 10194624 WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	2/4/2025	067783185	2 OF 4

LEGEND	
●	= 1/2" IRON ROD FOUND (CAP NOTED)
○	= 1/2" IRON ROD W/ "KHA" CAP SET
P.O.B.	= POINT OF BEGINNING
O.P.R.W.C.T.	= OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS



SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT
48.96 ACRES
BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS

10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759

TEL. NO. (512) 418-1771
WWW.KIMLEY-HORN.COM

TBPELS FIRM # 10194624

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
1" = 300'	RPP	MMII	2/4/2025	067783185	3 OF 4

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	9°23'33"	805.00'	131.96'	S35°03'51"E	131.81'
C2	3°02'42"	5679.06'	301.83'	S67°38'25"W	301.79'
C3	0°13'44"	5779.07'	23.09'	S69°03'38"W	23.09'
C4	5°58'49"	5779.05'	603.18'	S65°56'38"W	602.91'
C5	1°35'46"	5679.06'	158.21'	S64°08'57"W	158.20'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S39°45'38"E	154.02'
L2	S58°11'44"E	31.62'
L3	S39°45'38"E	873.38'
L4	S32°45'42"E	172.37'
L5	S39°25'27"E	279.31'
L6	S13°17'34"W	11.42'
L7	S69°09'46"W	319.01'
L8	S69°09'46"W	213.08'
L9	S62°57'13"W	69.20'
L10	N21°10'34"W	1641.73'
L11	N69°41'04"E	1191.96'

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LINE & CURVE TABLE
48.96 ACRES
 BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS

					
10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TBPELS FIRM # 10194624 TEL. NO. (512) 418-1771 WWW.KIMLEY-HORN.COM					
<u>SCALE</u>	<u>DRAWN BY</u>	<u>CHECKED BY</u>	<u>DATE</u>	<u>PROJECT NO.</u>	<u>SHEET NO.</u>
N/A	RPP	MMII	2/4/2025	067783185	4 OF 4

Exhibit C
SERVICE AGREEMENT
(see attached)

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation (“City”), and Christy Simpson Ledbetter as executor of the Estate of Peggy Borho Simpson (hereinafter, the, “Executor”). The City and the Executor may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Executor on behalf of the heirs of the Estate of Peggy Borho Simpson, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, “Subject Property”); and

WHEREAS, Section 43.0672, Loc. Gov’t. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the “Effective Date”); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov’t. Code*, to annex the Subject Property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings, and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned “SFR-1-B” with the intent to rezone the Subject Property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity (“CCN”) for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City’s water utility system, the Subject Property’s owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property’s owner requests and is able to connect to the City’s water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the

ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

1. Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

2. Routine maintenance as presently performed by the City.

D. The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

(i) As provided in C(i)(1) and C(i)(2) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(iv) Installation and maintenance of street lighting in accordance with established policies of the City;

E. The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Todd Parton, City Manager

EXECUTOR:

BY: Christy Simpson Ledbetter

Christy Simpson Ledbetter as Executor of the Estate of Peggy Borho Simpson

Date: 4-23-2025

STATE OF TEXAS

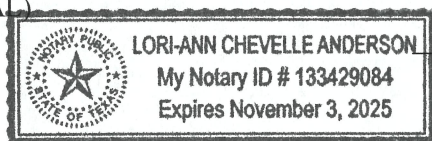
COUNTY OF Williamson

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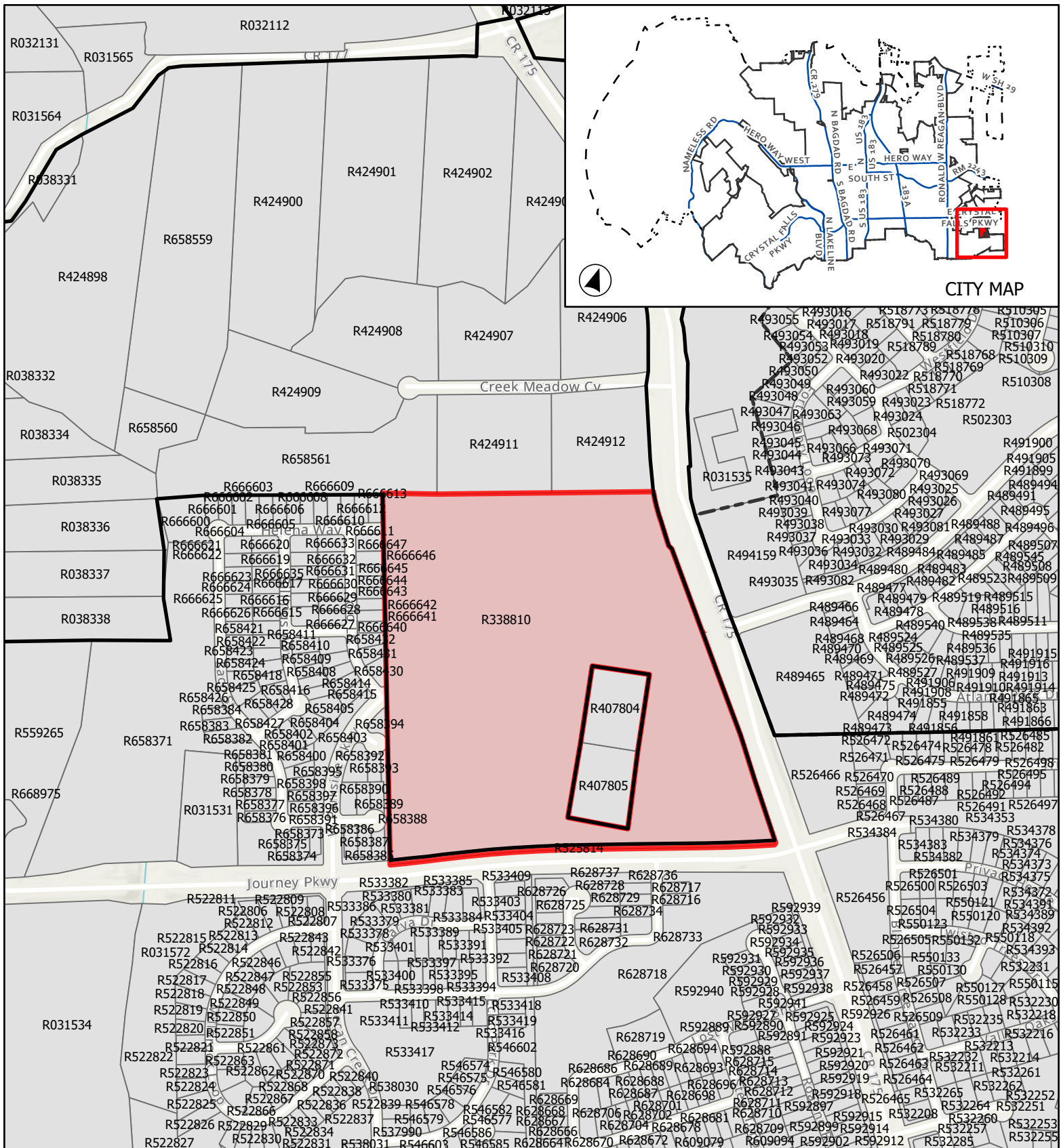
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Christy Simpson Ledbetter on behalf of the Estate of Peggy Borho Simpson, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of April 2025.

(SEAL)



[Signature]
Notary Public - State of Texas



CASE: A-25-0022

ATTACHMENT 2

BARKSDALE PH 3

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.



0 230 460



Feet

- City Limits
- ETJ
- Subject Boundary

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 48.96 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE EXECUTOR OF THE ESTATE ON BEHALF OF THE HEIRS OF THE ESTATE; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the executor of the estate on behalf of the heirs of the estate has made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing; and

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander, said property being described in greater detail in **Exhibit B** attached hereto and incorporated by reference herein:

BEING a 48.96 acres tract of land situated in the Anastasha Carr Survey, Abstract 122, Williamson County, Texas, and being a portion of a called 59.319 acres tract described in Vol. 2542, Page 838, O.P.R.W.C.T.; save and except a called 2.00 acres tract of land described to Jane Simpson Russell and John R. Russell, as shown on instrument recorded under Document No. 2007065707, O.P.R.W.C.T.; and save and except a called 2.00 acres tract of land described to Paul G. Ledbetter and Christy D. Ledbetter, as shown on instrument recorded

under Document Number 2001020575, O.P.R.W.C.T.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A.**

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of the services agreement attached hereto as **Exhibit A.** and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established, therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t. Code*.

PASSED AND APPROVED on First Reading this 1 day of July, 2025.

FINALLY PASSED AND APPROVED on this 1 day of July, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

Exhibit B

PROPERTY DESCRIPTION

BEING A 48.96 ACRES TRACT OF LAND SITUATED IN THE ANASTASHA CARR SURVEY, ABSTRACT 122, WILLIAMSON COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 59.319 ACRES TRACT DESCRIBED IN VOL. 2542, PG. 838, O.P.R.W.C.T.; SAVE AND EXCEPT A CALLED 2.00 ACRES TRACT OF LAND DESCRIBED TO JANE SIMPSON RUSSELL AND JOHN R. RUSSELL, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007065707, O.P.R.W.C.T.; AND SAVE AND EXCEPT A CALLED 2.00 ACRES TRACT OF LAND DESCRIBED TO PAUL G. LEDBETTER AND CHRISTY D. LEDBETTER, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2001020575, O.P.R.W.C.T.; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, IN THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, A VARIABLE RIGHT-OF-WAY WIDTH, SAME BEING THE NORTH BOUNDARY LINE OF SAID 59.319 ACRES TRACT AND THE SOUTHEAST BOUNDARY LINE OF LOT 15, CREEK MEADOWS ESTATES, A LEGAL SUBDIVISION, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2002024974, O.P.R.W.C.T.; FOR THE WEST CORNER OF A CALLED 3.5625 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2009016238, O.P.R.W.C.T., FOR THE BEGINNING OF A CURVE;

THENCE, DEPARTING SAID SOUTHEAST BOUNDARY LINE OF LOT 15 AND SAID NORTH BOUNDARY LINE OF THE 59.319 ACRES TRACT, WITH SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, SAME BEING THE WEST BOUNDARY LINE OF SAID 3.5625 ACRES TRACT, OVER AND ACROSS SAID 59.319 ACRES TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 09°23'33", A RADIUS OF 805.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 35°03'51" EAST, 131.81 FEET, AND AN ARC LENGTH OF 131.96 FEET TO A 1/2-INCH IRON ROD FOUND;
2. SOUTH 39°45'38" EAST, A DISTANCE OF 154.02 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. SOUTH 58°11'44" EAST, A DISTANCE OF 31.62 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
4. SOUTH 39°45'38" EAST, A DISTANCE OF 873.38 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND;
5. SOUTH 32°45'42" EAST, A DISTANCE OF 172.37 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND;
6. SOUTH 39°25'27" EAST, A DISTANCE OF 279.31 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND, AT THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 175, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, A VARIABLE WIDTH RIGHT-OF-WAY, NO RECORDING INFORMATION FOUND; FOR THE NORTH CORNER OF A CALLED 2.755 ACRES TRACT OF

LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007041328, O.P.R.W.C.T.;

THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, CONTINUING OVER AND ACROSS SAID 59.319 ACRES TRACT, WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, SAME BEING THE NORTHWEST BOUNDARY LINE OF SAID 2.755 ACRES TRACT, AND THE NORTH BOUNDARY LINE OF A CALLED 0.039 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007041329, O.P.R.W.C.T.; THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. SOUTH 13°17'34" WEST, A DISTANCE OF 11.42 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
2. WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°02'42", A RADIUS OF 5,679.06 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67°38'25" WEST, 301.79 FEET, AND AN ARC LENGTH OF 301.83 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. SOUTH 69°09'46" WEST, A DISTANCE OF 319.01 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
4. SOUTH 69°09'46" WEST, A DISTANCE OF 213.08 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
5. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°13'44", A RADIUS OF 5,779.07 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 69°03'38" WEST, 23.09 FEET, AND AN ARC LENGTH OF 23.09 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A COMPOUND CURVE;
6. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05°58'49", A RADIUS OF 5,779.05 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 65°56'38" WEST, 602.91 FEET, AND AN ARC LENGTH OF 603.18 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
7. SOUTH 62°57'13" WEST, A DISTANCE OF 69.20 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
8. WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°35'46", A RADIUS OF 5,679.06 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64°08'57" WEST, 158.20 FEET, AND AN ARC LENGTH OF 158.21 FEET TO A 1/2-INCH IRON ROD FOUND, IN SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, AND THE WEST BOUNDARY LINE OF SAID 59.319 ACRES TRACT, FOR THE EAST CORNER OF A CALLED 44.166 ACRES TRACT OF LAND DESCRIBED TO M/I HOMES OF AUSTIN, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2021194519, O.P.R.W.C.T.;

THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, WITH SAID WEST BOUNDARY LINE OF SAID 59.319 ACRES TRACT, SAME BEING THE EAST BOUNDARY LINE OF SAID 44.166 ACRES TRACT, NORTH 21°10'34" WEST, A DISTANCE OF 1,641.73 FEET TO A 1/2-INCH IRON ROD FOUND, IN THE SOUTH BOUNDARY LINE OF LOT 13, LOTS 12 & 13, CREEK MEADOWS ESTATES AMENDED, A LEGAL SUBDIVISION, AS SHOWN

ON PLAT RECORDED UNDER DOCUMENT NO. 2008061952, O.P.R.W.C.T.; FOR THE NORTHWEST CORNER OF SAID 59.319 ACRES TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 44.166 ACRES TRACT;

THENCE, WITH SAID SOUTH BOUNDARY LINE OF LOT 13, AND THE SOUTH BOUNDARY LINE OF LOT 14, OF SAID CREEK MEADOWS ESTATES, AND SAID LOT 15, SAME BEING THE NORTH BOUNDARY LINE OF SAID 59.319 ACRES TRACT, NORTH 69°41'04" EAST, A DISTANCE OF 1,191.96 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 48.96 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.



EXECUTIVE SUMMARY
7/1/2025

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance regarding the Barksdale Phase 3 Annexation Case A-25-0022 for the voluntary annexation of 48.96 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R338810, R407805 and R407804; and generally located at the northwest corner of Journey Parkway and CR 175, Leander, Williamson, Texas.

BACKGROUND:

A resolution was adopted on May 15, 2025, and commenced the voluntary annexation of 48.96 acres $\pm$ in size as described above. The resolution set the public hearing for June 17, 2025, and the readings of the ordinance for June 17, 2025, and July 1, 2025. The Planning, Engineering, Parks, Fire, and Police Departments have reviewed this application and do not have concerns with providing adequate service to the property.

The City Council heard a development proposal for this development during the September 19, 2024, meeting and unanimously voted to not support the request for only residential uses at the intersection.

APPLICANT REQUEST:

The applicant is requesting annexation of the property in order to develop the 48.96 acres $\pm$ in size into a single-family residential subdivision. The applicant wishes to develop the property as a continuation of the Barksdale Subdivision, located to the west. This property is subject to a development agreement between the property owner and the City that requires annexation when the land use redevelops and is no longer used for agricultural purposes.

Comprehensive Plan Amendment Case CPA-25-0017 and Zoning Case Z-25-0166 are associated with this annexation, which are items on this agenda. Upon completion of the annexation, the next step in the development process is to submit a Concept Plan for the site.

This development includes a proposal for multiple zoning districts that would be the continuation of the existing Barksdale Subdivision with a mix of Single-Family Compact (minimum 50-foot lot width), Single-Family Urban (minimum 60-foot lot width), and Single-Family Suburban (minimum 70-foot lot width) lots.

SIZE & LOCATION:

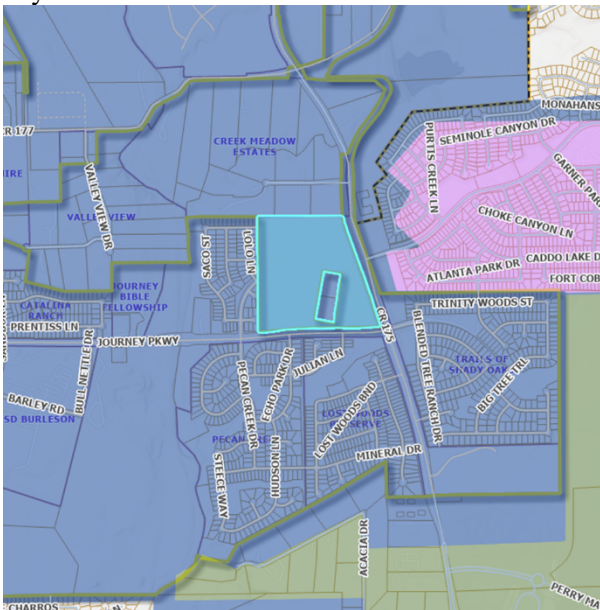
The property is located northwest of the intersection of CR 175 and Journey Parkway, including approximately 48.96 acres $\pm$ in size. The homestead located within the site is currently within the City Limits and has an interim zoning of SFR-1-B (Single-Family Rural). This property is on the southern edge of City Limits and is contiguous with existing residential development.



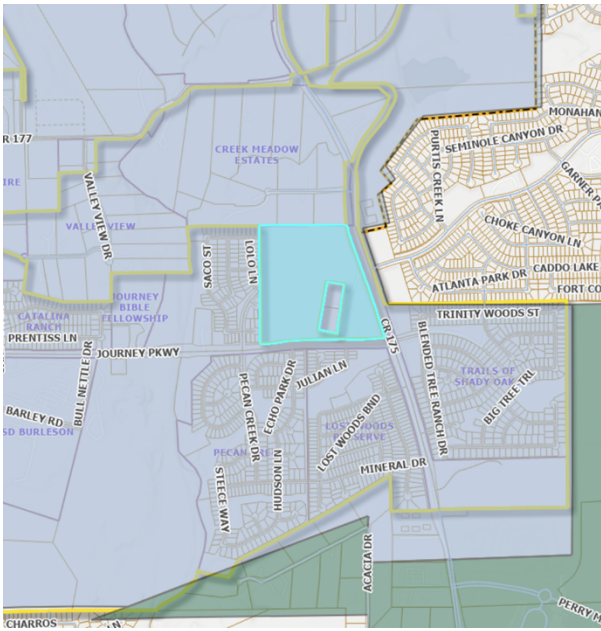
UTILITIES:

The site is located within the Certificate of Convenience and Necessity (CCN) of City of Leander water and wastewater. The property has access to existing water and wastewater from Barksdale Phase 1 and along Journey Parkway. The utilities will be required to be extended throughout the subdivision to allow for the continuity of services to neighboring properties.

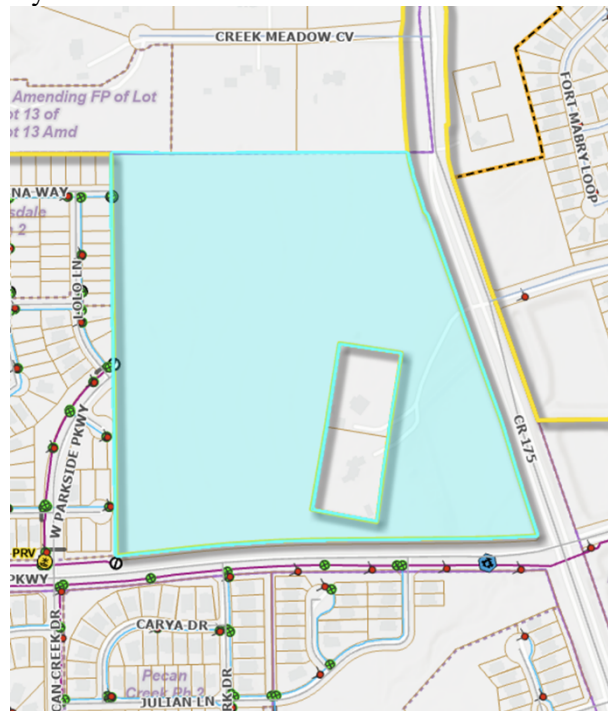
City of Leander Water CCN:



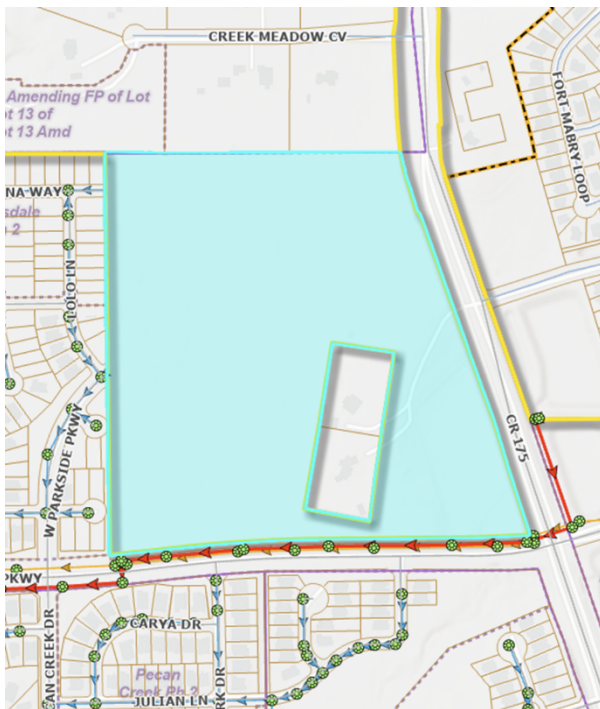
City of Leander Water CCN:



City of Leander Water Services:



City of Leander Wastewater Services:



ROAD NETWORK:

This proposal will include a series of internal roads to serve the neighborhood. The developer will need to provide for any required right-of-way dedications for Journey Parkway and CR 175. Williamson County is undergoing a project to expand CR 175 beginning just north of the site to match the existing layout as it approaches Journey Parkway.

CONSEQUENCES OF NOT ANNEXING:

If the City chooses not to annex the land, there is a risk that the development can still move forward since they are located within the Leander water service area. The City would not have land use control and the future property owners would not have to pay property taxes.

HISTORY/TIMELINE:

09/19/2024 - Development Proposal Review
 05/15/2025 - Resolution Adopted
 06/17/2025 - City Council, 1st Public Hearing
 07/01/2025 - City Council, 1st Reading of the Ordinance

APPLICANT/AGENT:

Kimley-Horn (Kyle Marquez) on behalf of the Estate of the Peggy Borho Simpson (Christy Simpson Ledbetter)

RECOMMENDATION:

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

1. Approve the request for annexation; or
2. Deny the request for annexation.

Staff recommends Option 1 listed above – Approve the request for annexation. Staff made this recommendation after evaluating the surrounding area and confirming that City services are readily available for development.

The City Council unanimously approved the annexation request during the June 17, 2025 meeting.

The next item on the agenda is the Zoning case associated with this development. Action on this item does not approve the Zoning case.

PRESENTER:

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

Fiscal Impact

Attachments:

1. A-25-0022 Att 1 Barksdale Ph 3 - Resolution
2. A-25-0022 Att 2 Barksdale Ph 3 - Location Map
3. A-25-0022 Att 3 Barksdale Ph3 Annexation Ordinance
4. A-25-0022 Barksdale Ph 3 Att 4 - Aerial Map

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ACCEPTING THE PETITION FOR ANNEXATION OF 48.96 ACRES, MORE OR LESS, OF LAND LOCATED IN WILLIAMSON COUNTY, TEXAS; SETTING AN ANNEXATION SCHEDULE; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the executor of the estate of Peggy Borho Simpson has submitted a petition to the City of Leander, Texas, (hereinafter, the “City”), a home-rule City, for annexation of certain property located within Williamson County, Texas, said property, more particularly described in **Exhibit B** attached hereto and incorporated by reference herein (the, “Subject Property”), into the City limits on behalf of the heirs of the estate; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

WHEREAS, after review and consideration of such request and petition for annexation of the Subject Property, the City Council finds that the Subject Property may be annexed pursuant to §43.0671 of the *Local Government Code*; and

WHEREAS, the petitioner has agreed and consented to the annexation of the Subject Property by the City and further agreed to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

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

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

Section 2. Proceedings. The petition for annexation, attached hereto as **Exhibit A**, of the Subject Property described hereinbelow and further described in **Exhibit B** and the service plan attached hereto as **Exhibit C**, are hereby accepted (all exhibits described herein are incorporated by reference herein for all purposes).

Subject Property:

BEING a 48.96 acres tract of land situated in the Anastasha Carr Survey, Abstract 122, Williamson County, Texas, and being a portion of a called 59.319 acres tract described in Vol. 2542, Page 838, O.P.R.W.C.T.; save and except a called 2.00 acres tract of land described to Jane Simpson Russell and John R. Russell, as shown on instrument recorded under Document No. 2007065707, O.P.R.W.C.T.; and save and except a called 2.00 acres tract of land described to Paul G. Ledbetter and Christy D. Ledbetter, as shown on instrument recorded under Document Number 2001020575, O.P.R.W.C.T.

A public hearing has been set for the date of **Tuesday, June 17, 2025**. Notice of such hearing shall be posted and the hearing shall be open to the public to accept public comment on the annexation request. In the event of a conflict between the Subject Property description contained herein and the description provided in **Exhibit B**, **Exhibit B** shall control.

Section 3. Severability. Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED this the 15th day of May, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

PETITION

(see attached)

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

REQUEST & PETITION TO THE CITY COUNCIL OF THE CITY OF LEANDER
FOR ANNEXATION OF PROPERTY

WHEREAS, the undersigned is the executor of the Estate of Peggy Borho Simpson and the aforementioned estate contains a property located within Williamson County, Texas, such properties being more particularly described hereinafter by true and correct legal descriptions (the, “Subject Property”); and

WHEREAS, the undersigned on behalf of the heirs of the estate of Peggy Borho Simpson has sought the annexation of the Subject Property by the City of Leander, Texas, (hereinafter sometimes referred to as “City”), in order to obtain the benefits of City services to the Subject Property by the City; and

WHEREAS, the Subject Property is contiguous and adjacent to the corporate limits of the City; and

WHEREAS, the City, pursuant to §43.003, *Tex. Loc. Gov't. Code* and the request of the property owner, is authorized to annex the Subject Property; and

WHEREAS, pursuant to §43.0672, *Tex. Loc. Gov't. Code*, the City and the undersigned have negotiated and entered into a written agreement for the provision of services to the Subject Property, said agreement being attached hereto as **Exhibit A** and incorporated by reference herein; and

WHEREAS, the undersigned agrees and consents to the annexation of the Subject Property by the City and further agrees to be bound by all acts, ordinances, and all other legal action now in force and effect within the corporate limits of the City and all those which may be hereafter adopted.

NOW THEREFORE, the undersigned by this Petition and Request:

SECTION ONE: Requests the City Council of the City to commence annexation proceedings and to annex into the corporate limits of the City of Leander, Texas, of all portions of the Subject Property described as follows:

SEE EXHIBIT B ATTACHED HERETO AND INCORPORATED BY
REFERENCE HEREIN FOR ALL PURPOSES.

SECTION TWO: Requests that after annexation the City provide such services as are legally permissible and provided by the City, including sanitation, water and general governmental services as set forth in the written agreement regarding the provision of services attached hereto as **Exhibit A.**

SECTION THREE: Acknowledges executing and entering into the agreement, attached hereto as **Exhibit A**, and that such agreement is wholly adequate and acceptable to the undersigned who hereby requests the City Council to proceed with the annexation and to publish notice and hold the requisite public hearing thereon, in accordance with the applicable laws of the State of Texas.

SECTION FOUR: Acknowledges that the undersigned understands and agrees that all City services to the Subject Property will be provided by the City on the same terms and conditions as provided to other similarly situated areas of the City and as provided in the written agreement regarding the provision of services attached hereto as **Exhibit A**.

SECTION FIVE: Agrees that a copy of this Request and Petition may be filed of record in the offices of the City of Leander and in the real property records of Williamson County, Texas, and shall be notice to and binding upon all persons or entities now or hereafter having any interest in the Subject Property.

FILED, this ____ day of _____, 20____, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner(s):

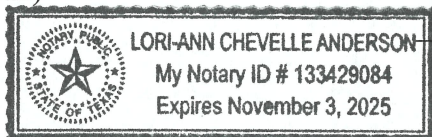
By: Christy Simpson Ledbetter
Christy Simpson Ledbetter
Independent Executor of the Estate of Peggy Borho Simpson
Williamson County, Texas, No. 24-0422-CP4

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 Christy Simpson Ledbetter, Executor of the Estate of Peggy Borho Simpson and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of April, 2025.

(SEAL)



[Signature]
Notary Public - State of Texas

Exhibit B

PROPERTY DESCRIPTION

(see attached)

LEGAL DESCRIPTION:
48.96 ACRES

BEING A 48.96 ACRES TRACT OF LAND SITUATED IN THE ANASTASHA CARR SURVEY, ABSTRACT 122, WILLIAMSON COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 59.319 ACRES TRACT DESCRIBED IN VOL. 2542, PG. 838, O.P.R.W.C.T.; SAVE AND EXCEPT A CALLED 2.00 ACRES TRACT OF LAND DESCRIBED TO JANE SIMPSON RUSSELL AND JOHN R. RUSSELL, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007065707, O.P.R.W.C.T.; AND SAVE AND EXCEPT A CALLED 2.00 ACRES TRACT OF LAND DESCRIBED TO PAUL G. LEDBETTER AND CHRISTY D. LEDBETTER, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2001020575, O.P.R.W.C.T.; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, IN THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, A VARIABLE RIGHT-OF-WAY WIDTH, SAME BEING THE NORTH BOUNDARY LINE OF SAID 59.319 ACRES TRACT AND THE SOUTHEAST BOUNDARY LINE OF LOT 15, CREEK MEADOWS ESTATES, A LEGAL SUBDIVISION, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2002024974, O.P.R.W.C.T.; FOR THE WEST CORNER OF A CALLED 3.5625 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2009016238, O.P.R.W.C.T., FOR THE BEGINNING OF A CURVE;

THENCE, DEPARTING SAID SOUTHEAST BOUNDARY LINE OF LOT 15 AND SAID NORTH BOUNDARY LINE OF THE 59.319 ACRES TRACT, WITH SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, SAME BEING THE WEST BOUNDARY LINE OF SAID 3.5625 ACRES TRACT, OVER AND ACROSS SAID 59.319 ACRES TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 09°23'33", A RADIUS OF 805.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 35°03'51" EAST, 131.81 FEET, AND AN ARC LENGTH OF 131.96 FEET TO A 1/2-INCH IRON ROD FOUND;
2. SOUTH 39°45'38" EAST, A DISTANCE OF 154.02 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. SOUTH 58°11'44" EAST, A DISTANCE OF 31.62 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
4. SOUTH 39°45'38" EAST, A DISTANCE OF 873.38 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND;
5. SOUTH 32°45'42" EAST, A DISTANCE OF 172.37 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND;
6. SOUTH 39°25'27" EAST, A DISTANCE OF 279.31 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND, AT THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 175, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, A VARIABLE WIDTH RIGHT-OF-WAY, NO RECORDING INFORMATION FOUND; FOR THE NORTH CORNER OF A CALLED 2.755 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007041328, O.P.R.W.C.T.;

THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, CONTINUING OVER AND ACROSS SAID 59.319 ACRES TRACT, WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, SAME BEING THE NORTHWEST BOUNDARY LINE OF SAID 2.755 ACRES TRACT, AND THE NORTH BOUNDARY LINE OF A CALLED 0.039 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007041329, O.P.R.W.C.T.; THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. SOUTH 13°17'34" WEST, A DISTANCE OF 11.42 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
2. WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 03°02'42", A RADIUS OF 5,679.06 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 67°38'25" WEST, 301.79 FEET, AND AN ARC LENGTH OF 301.83 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. SOUTH 69°09'46" WEST, A DISTANCE OF 319.01 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
4. SOUTH 69°09'46" WEST, A DISTANCE OF 213.08 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
5. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 00°13'44", A RADIUS OF 5,779.07 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 69°03'38" WEST, 23.09 FEET, AND AN ARC LENGTH OF 23.09 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A COMPOUND CURVE;
6. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05°58'49", A RADIUS OF 5,779.05 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 65°56'38" WEST, 602.91 FEET, AND AN ARC LENGTH OF 603.18 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LEGAL DESCRIPTION

48.96 ACRES

**BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS**

MICHAEL A. MONTGOMERY II, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6890

					
10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TEL. NO. (512) 418-1771 TBPELS FIRM # 10194624 WWW.KIMLEY-HORN.COM					
SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	2/4/2025	067783185	1 OF 4

7. SOUTH 62°57'13" WEST, A DISTANCE OF 69.20 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
8. WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 01°35'46", A RADIUS OF 5,679.06 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 64°08'57" WEST, 158.20 FEET, AND AN ARC LENGTH OF 158.21 FEET TO A 1/2-INCH IRON ROD FOUND, IN SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, AND THE WEST BOUNDARY LINE OF SAID 59.319 ACRES TRACT, FOR THE EAST CORNER OF A CALLED 44.166 ACRES TRACT OF LAND DESCRIBED TO M/I HOMES OF AUSTIN, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2021194519, O.P.R.W.C.T.;

THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, WITH SAID WEST BOUNDARY LINE OF SAID 59.319 ACRES TRACT, SAME BEING THE EAST BOUNDARY LINE OF SAID 44.166 ACRES TRACT, NORTH 21°10'34" WEST, A DISTANCE OF 1,641.73 FEET TO A 1/2-INCH IRON ROD FOUND, IN THE SOUTH BOUNDARY LINE OF LOT 13, LOTS 12 & 13, CREEK MEADOWS ESTATES AMENDED, A LEGAL SUBDIVISION, AS SHOWN ON PLAT RECORDED UNDER DOCUMENT NO. 2008061952, O.P.R.W.C.T.; FOR THE NORTHWEST CORNER OF SAID 59.319 ACRES TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 44.166 ACRES TRACT;

THENCE, WITH SAID SOUTH BOUNDARY LINE OF LOT 13, AND THE SOUTH BOUNDARY LINE OF LOT 14, OF SAID CREEK MEADOWS ESTATES, AND SAID LOT 15, SAME BEING THE NORTH BOUNDARY LINE OF SAID 59.319 ACRES TRACT, NORTH 69°41'04" EAST, A DISTANCE OF 1,191.96 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 48.96 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LEGAL DESCRIPTION
48.96 ACRES
BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS

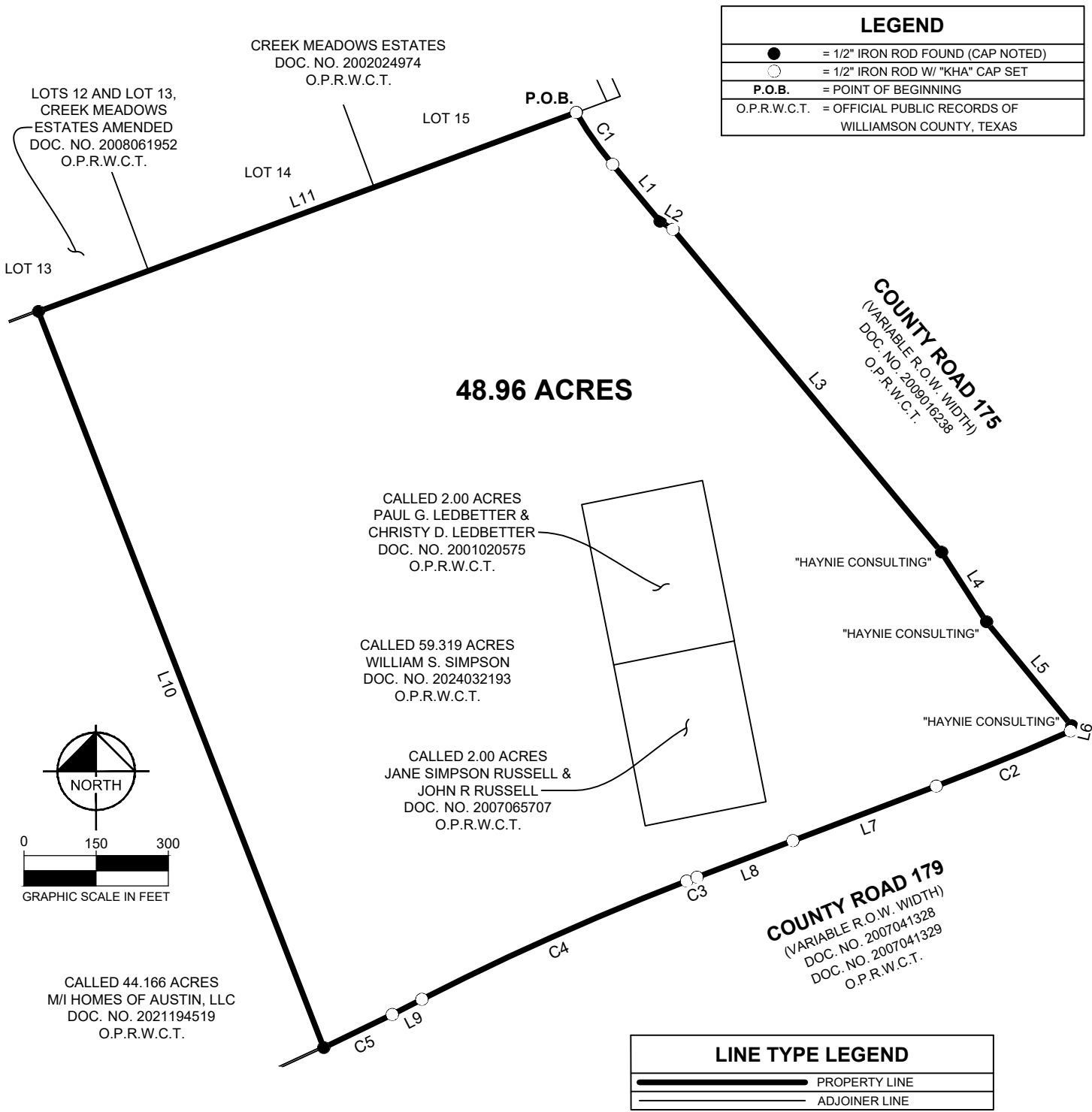


10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759

TBPELS FIRM # 10194624

TEL. NO. (512) 418-1771
WWW.KIMLEY-HORN.COM

SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	2/4/2025	067783185	2 OF 4



SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LINE TYPE LEGEND	
	PROPERTY LINE
	ADJOINER LINE

EXHIBIT
48.96 ACRES
BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS

10814 JOLLYVILLE ROAD, CAMPUS IV
SUITE 200, AUSTIN, TEXAS 78759

TEL. NO. (512) 418-1771
WWW.KIMLEY-HORN.COM

SCALE 1" = 300'	DRAWN BY RPP	CHECKED BY MMII	DATE 2/4/2025	PROJECT NO. 067783185	SHEET NO. 3 OF 4
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CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	9°23'33"	805.00'	131.96'	S35°03'51"E	131.81'
C2	3°02'42"	5679.06'	301.83'	S67°38'25"W	301.79'
C3	0°13'44"	5779.07'	23.09'	S69°03'38"W	23.09'
C4	5°58'49"	5779.05'	603.18'	S65°56'38"W	602.91'
C5	1°35'46"	5679.06'	158.21'	S64°08'57"W	158.20'

LINE TABLE		
NO.	BEARING	LENGTH
L1	S39°45'38"E	154.02'
L2	S58°11'44"E	31.62'
L3	S39°45'38"E	873.38'
L4	S32°45'42"E	172.37'
L5	S39°25'27"E	279.31'
L6	S13°17'34"W	11.42'
L7	S69°09'46"W	319.01'
L8	S69°09'46"W	213.08'
L9	S62°57'13"W	69.20'
L10	N21°10'34"W	1641.73'
L11	N69°41'04"E	1191.96'

SURVEYOR'S NOTES:

BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

LINE & CURVE TABLE
48.96 ACRES
 BEING A PORTION OF THE
ANASTASHA CARR SURVEY, ABSTRACT 122
WILLIAMSON COUNTY, TEXAS

					
10814 JOLLYVILLE ROAD, CAMPUS IV SUITE 200, AUSTIN, TEXAS 78759 TBPELS FIRM # 10194624 TEL. NO. (512) 418-1771 WWW.KIMLEY-HORN.COM					
<u>SCALE</u>	<u>DRAWN BY</u>	<u>CHECKED BY</u>	<u>DATE</u>	<u>PROJECT NO.</u>	<u>SHEET NO.</u>
N/A	RPP	MMII	2/4/2025	067783185	4 OF 4

Exhibit C
SERVICE AGREEMENT
(see attached)

**AGREEMENT REGARDING POST-ANNEXATION PROVISION OF SERVICES
FOR PROPERTY TO BE ANNEXED INTO THE CITY OF LEANDER**

This Agreement is entered into by and between the City of Leander, Texas, a municipal corporation (“City”), and Christy Simpson Ledbetter as executor of the Estate of Peggy Borho Simpson (hereinafter, the, “Executor”). The City and the Executor may be referred to herein singularly as “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, upon the request of the Executor on behalf of the heirs of the Estate of Peggy Borho Simpson, the City intends to institute annexation proceedings for an area of land described more in **Exhibit A** and attached hereto and incorporated by reference herein, less and except any property previously annexed by the City (the, “Subject Property”); and

WHEREAS, Section 43.0672, Loc. Gov’t. Code, requires the Parties to enter into a written agreement identifying a list of public services to be provided to the Subject Property and a schedule for the provision of those services that are not otherwise provided on the effective date of the annexation; and

WHEREAS, this Agreement is being entered into by and between the Parties to comply with Texas Local Government Code, Chapter 43, Sub-Chapter C-3, Section 43.0672, prior to the City’s consideration of an ordinance annexing the Subject Property, it being understood, acknowledged and agreed by the Parties that annexation of the Subject Property is a condition precedent to this Agreement becoming effective; and

WHEREAS, this Agreement shall be deemed effective on the effective date of an ordinance approved by the City annexing the Subject Property (hereinafter, the “Effective Date”); and

WHEREAS, the Subject Property is not included in the municipal annexation plan and is exempt from the requirements thereof; and

WHEREAS, the infrastructure provided for herein and that are existing are sufficient to service the Subject Property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov’t. Code*, to annex the Subject Property into the City; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

The following services and schedule represent the provision of services agreed to between the Landowner of the Subject Property and the City establishing a program under which the City will provide municipal services to the Subject Property, as required by section 43.0672 of the Texas Local Government Code. The services detailed herein will be provided at a level consistent with service levels provided to other similarly situated areas within the City.

The following services will be provided for the Subject Property on the Effective Date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Agreement, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City. Upon annexation, police protection will be provided to the Subject Property at a level consistent with the service to other areas of the City with similar population density and characteristics. The City's police services include neighborhood patrols, criminal investigations, crime prevention, community services and school programs.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the City fire fighting force and the volunteer fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City. The City provides residential solid waste collection services within the City limits for a fee under a contract between the City and private refuse collection operator. The residential solid waste collection services include garbage collection, recycling, bulky item collection and yard waste collection. Commercial solid waste collection services are also available. This service will be provided for a fee to any person within the Subject Property requesting the service after the Effective Date of annexation, provided that a privately owned solid waste management service provider is unavailable. If the Subject Property is already receiving service, the City may not prohibit solid waste collection by the privately owned solid waste management service provider, nor may the City offer solid waste collection services for a period of two (2) years following the Effective Date of the annexation unless a privately owned solid waste management service provider is or becomes unavailable, as established by Texas Local Government Code section 43.0661. If a landowner uses the services of a privately owned solid waste management service provider or services are available from a privately owned solid waste management service provider during the two (2) years following annexation, the City will not provide solid waste collection services to that landowner.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as provided within the City.

E. Maintenance of City-owned parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities. Municipal Court and General Administration services will also be available to property owners and residents in the Subject Property on the same basis those facilities are available to current City property owners and residents.

G. Maintenance of other City facilities, buildings, and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned “SFR-1-B” with the intent to rezone the Subject Property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the Subject Property at future times in response to requests submitted by the Landowners or authorized city staff. The City will impose and enforce its adopted ordinances, including but not limited to, zoning, subdivision development, site development and building code regulations within the Subject Property upon the Effective Date of the annexation. Enforcement will be in accordance with City ordinances. Development plans and plats for projects within the Subject Property will be reviewed for compliance with City standards.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the Subject Property, the plans and schedule for the development of the Subject Property, the following municipal services will be provided on a schedule and at increasing levels of service as provided herein:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the Subject Property, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity (“CCN”) for the Subject Property, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City’s water utility system, the Subject Property’s owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the Subject Property as required in City ordinances. Upon acceptance of the water lines within the Subject Property and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the Subject Property’s owner requests and is able to connect to the City’s water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

(i) Inspection of sewer lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects property, or applicable portions thereof, by the utility holding a wastewater CCN for the Subject Property, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the Subject Property, or portions thereof as applicable, is located, in accordance with all the

ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the Subject Property's owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the Subject Property as required in City ordinances. Upon acceptance of the wastewater lines within the Subject Property and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the Subject Property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

(i) Provide maintenance services on existing public streets within the Subject Property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:

1. Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and

2. Routine maintenance as presently performed by the City.

D. The City will maintain existing public streets within the Subject Property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the Subject Property, as follows:

(i) As provided in C(i)(1) and C(i)(2) above;

(ii) Reconstruction and resurfacing of streets, installation of drainage facilities, construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(iii) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(iv) Installation and maintenance of street lighting in accordance with established policies of the City;

E. The outer boundaries of the Subject Property abut existing roadways. The Landowner agrees that no improvements are required on such roadways to service the Subject Property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the Subject Property or redevelopment, the Landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the Subject Property the same as similarly situated properties. When deemed necessary, capital improvement acquisition or construction will occur in accordance with applicable ordinances and regulations and the adopted capital improvement plans of the City, as applicable and amended, which are incorporated herein by reference.

(4) **Term.** If not previously expired, this agreement expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the Subject Property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Agreement is attached.

(6) **Binding Effect/Authority.** This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns. Each Party further warrants that each signatory to this Agreement is legally authorized to bind the respective individual or entity for the purposes established herein.

(7) **Choice of Law.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any dispute shall lie exclusively in Williamson County, Texas.

(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(9) **Legal Construction.** If any provision in this Agreement is for any reason found to be unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the Party to be charged.

EXECUTED and AGREED to by the Parties this the ____ day of _____, 20__.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Todd Parton, City Manager

EXECUTOR:

BY: Christy Simpson Ledbetter

Christy Simpson Ledbetter as Executor of the Estate of Peggy Borho Simpson

Date: 4-23-2025

STATE OF TEXAS

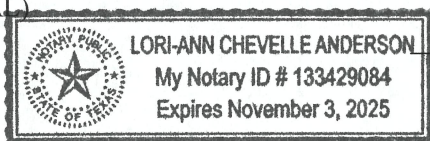
COUNTY OF Williamson

§
§
§

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Christy Simpson Ledbetter on behalf of the Estate of Peggy Borho Simpson, owner of the Subject Property and Petitioner herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that they had authority to bind the entity and that they executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of April 2025.

(SEAL)



[Signature]
Notary Public - State of Texas

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS ANNEXING 48.96 ACRES OF LAND, MORE OR LESS, LOCATED IN WILLIAMSON COUNTY, TEXAS, INTO THE CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS, AT THE REQUEST OF THE EXECUTOR OF THE ESTATE ON BEHALF OF THE HEIRS OF THE ESTATE; APPROVING AN AGREEMENT FOR THE PROVISION OF SERVICES FOR THE ANNEXED AREA; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the City of Leander, Texas, is a home-rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the executor of the estate on behalf of the heirs of the estate has made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owners' request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing; and

WHEREAS, the City intends to provide services to the property to be annexed according to the agreement for the provision of services attached hereto as **Exhibit A**.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described properties (hereinafter referred to as the "Annexed Property"), not previously annexed into the City, are hereby annexed into the corporate limits of the City of Leander, said property being described in greater detail in **Exhibit B** attached hereto and incorporated by reference herein:

BEING a 48.96 acres tract of land situated in the Anastasha Carr Survey, Abstract 122, Williamson County, Texas, and being a portion of a called 59.319 acres tract described in Vol. 2542, Page 838, O.P.R.W.C.T.; save and except a called 2.00 acres tract of land described to Jane Simpson Russell and John R. Russell, as shown on instrument recorded under Document No. 2007065707, O.P.R.W.C.T.; and save and except a called 2.00 acres tract of land described to Paul G. Ledbetter and Christy D. Ledbetter, as shown on instrument recorded

under Document Number 2001020575, O.P.R.W.C.T.

SECTION 3. That the provision of services agreement submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as **Exhibit A.**

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the provisions of the services agreement attached hereto as **Exhibit A.** and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Leander.

SECTION 6. That the Annexed Property shall be temporarily zoned District “SFR-1-B” as provided in the City Zoning Ordinance, as amended, until permanent zoning is established, therefore.

SECTION 7. That if any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

SECTION 9. That it is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov’t. Code*.

PASSED AND APPROVED on First Reading this 1 day of July, 2025.

FINALLY PASSED AND APPROVED on this 1 day of July, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

Exhibit A

SERVICE AGREEMENT

[SEE ATTACHED]

Exhibit B

PROPERTY DESCRIPTION

BEING A 48.96 ACRES TRACT OF LAND SITUATED IN THE ANASTASHA CARR SURVEY, ABSTRACT 122, WILLIAMSON COUNTY, TEXAS; AND BEING A PORTION OF A CALLED 59.319 ACRES TRACT DESCRIBED IN VOL. 2542, PG. 838, O.P.R.W.C.T.; SAVE AND EXCEPT A CALLED 2.00 ACRES TRACT OF LAND DESCRIBED TO JANE SIMPSON RUSSELL AND JOHN R. RUSSELL, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007065707, O.P.R.W.C.T.; AND SAVE AND EXCEPT A CALLED 2.00 ACRES TRACT OF LAND DESCRIBED TO PAUL G. LEDBETTER AND CHRISTY D. LEDBETTER, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2001020575, O.P.R.W.C.T.; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, IN THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, A VARIABLE RIGHT-OF-WAY WIDTH, SAME BEING THE NORTH BOUNDARY LINE OF SAID 59.319 ACRES TRACT AND THE SOUTHEAST BOUNDARY LINE OF LOT 15, CREEK MEADOWS ESTATES, A LEGAL SUBDIVISION, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2002024974, O.P.R.W.C.T.; FOR THE WEST CORNER OF A CALLED 3.5625 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2009016238, O.P.R.W.C.T., FOR THE BEGINNING OF A CURVE;

THENCE, DEPARTING SAID SOUTHEAST BOUNDARY LINE OF LOT 15 AND SAID NORTH BOUNDARY LINE OF THE 59.319 ACRES TRACT, WITH SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, SAME BEING THE WEST BOUNDARY LINE OF SAID 3.5625 ACRES TRACT, OVER AND ACROSS SAID 59.319 ACRES TRACT, THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 09°23'33", A RADIUS OF 805.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 35°03'51" EAST, 131.81 FEET, AND AN ARC LENGTH OF 131.96 FEET TO A 1/2-INCH IRON ROD FOUND;
2. SOUTH 39°45'38" EAST, A DISTANCE OF 154.02 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. SOUTH 58°11'44" EAST, A DISTANCE OF 31.62 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
4. SOUTH 39°45'38" EAST, A DISTANCE OF 873.38 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND;
5. SOUTH 32°45'42" EAST, A DISTANCE OF 172.37 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND;
6. SOUTH 39°25'27" EAST, A DISTANCE OF 279.31 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "HAYNIE CONSULTING" FOUND, AT THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY OF COUNTY ROAD 175, WITH THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, A VARIABLE WIDTH RIGHT-OF-WAY, NO RECORDING INFORMATION FOUND; FOR THE NORTH CORNER OF A CALLED 2.755 ACRES TRACT OF

LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007041328, O.P.R.W.C.T.;

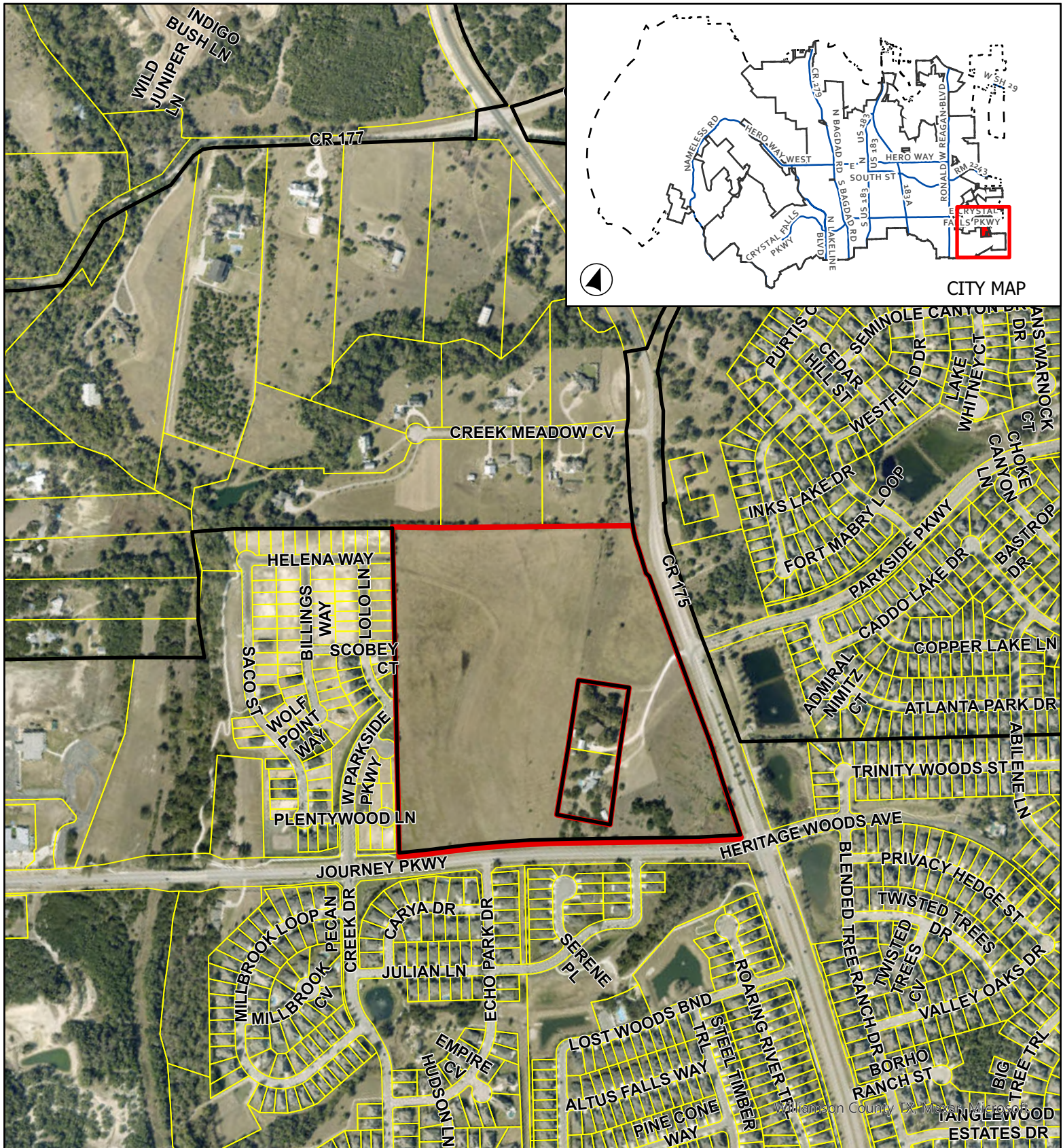
THENCE, DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 175, CONTINUING OVER AND ACROSS SAID 59.319 ACRES TRACT, WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, SAME BEING THE NORTHWEST BOUNDARY LINE OF SAID 2.755 ACRES TRACT, AND THE NORTH BOUNDARY LINE OF A CALLED 0.039 ACRES TRACT OF LAND DESCRIBED TO WILLIAMSON COUNTY, TEXAS, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2007041329, O.P.R.W.C.T.; THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

1. SOUTH $13^{\circ}17'34''$ WEST, A DISTANCE OF 11.42 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
2. WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF $03^{\circ}02'42''$, A RADIUS OF 5,679.06 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $67^{\circ}38'25''$ WEST, 301.79 FEET, AND AN ARC LENGTH OF 301.83 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
3. SOUTH $69^{\circ}09'46''$ WEST, A DISTANCE OF 319.01 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
4. SOUTH $69^{\circ}09'46''$ WEST, A DISTANCE OF 213.08 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
5. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF $00^{\circ}13'44''$, A RADIUS OF 5,779.07 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $69^{\circ}03'38''$ WEST, 23.09 FEET, AND AN ARC LENGTH OF 23.09 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A COMPOUND CURVE;
6. WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF $05^{\circ}58'49''$, A RADIUS OF 5,779.05 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $65^{\circ}56'38''$ WEST, 602.91 FEET, AND AN ARC LENGTH OF 603.18 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET;
7. SOUTH $62^{\circ}57'13''$ WEST, A DISTANCE OF 69.20 FEET TO A 1/2-INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET, FOR THE BEGINNING OF A CURVE;
8. WITH SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF $01^{\circ}35'46''$, A RADIUS OF 5,679.06 FEET, A CHORD BEARING AND DISTANCE OF SOUTH $64^{\circ}08'57''$ WEST, 158.20 FEET, AND AN ARC LENGTH OF 158.21 FEET TO A 1/2-INCH IRON ROD FOUND, IN SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, AND THE WEST BOUNDARY LINE OF SAID 59.319 ACRES TRACT, FOR THE EAST CORNER OF A CALLED 44.166 ACRES TRACT OF LAND DESCRIBED TO M/I HOMES OF AUSTIN, LLC, AS SHOWN ON INSTRUMENT RECORDED UNDER DOCUMENT NO. 2021194519, O.P.R.W.C.T.;

THENCE, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 179, WITH SAID WEST BOUNDARY LINE OF SAID 59.319 ACRES TRACT, SAME BEING THE EAST BOUNDARY LINE OF SAID 44.166 ACRES TRACT, NORTH $21^{\circ}10'34''$ WEST, A DISTANCE OF 1,641.73 FEET TO A 1/2-INCH IRON ROD FOUND, IN THE SOUTH BOUNDARY LINE OF LOT 13, LOTS 12 & 13, CREEK MEADOWS ESTATES AMENDED, A LEGAL SUBDIVISION, AS SHOWN

ON PLAT RECORDED UNDER DOCUMENT NO. 2008061952, O.P.R.W.C.T.; FOR THE NORTHWEST CORNER OF SAID 59.319 ACRES TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 44.166 ACRES TRACT;

THENCE, WITH SAID SOUTH BOUNDARY LINE OF LOT 13, AND THE SOUTH BOUNDARY LINE OF LOT 14, OF SAID CREEK MEADOWS ESTATES, AND SAID LOT 15, SAME BEING THE NORTH BOUNDARY LINE OF SAID 59.319 ACRES TRACT, NORTH 69°41'04" EAST, A DISTANCE OF 1,191.96 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 48.96 ACRES OF LAND, MORE OR LESS, IN WILLIAMSON COUNTY, TEXAS. THIS DOCUMENT WAS PREPARED IN THE OFFICE OF KIMLEY-HORN INC. IN AUSTIN, TEXAS.



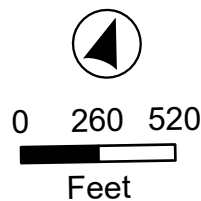
CASE: A-25-0022

ATTACHMENT 4

BARKSDALE PH 3

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



EXECUTIVE SUMMARY
7/1/2025

AGENDA SUBJECT:

Approval of a Resolution authorizing the submission of a Staffing for Adequate Fire and Emergency Response (SAFER) Grant through the United States Department of Homeland Security and Federal Emergency Management Agency (FEMA) to fund the hiring of 12 new firefighter positions; providing for the cost-sharing, if awarded, of 25% of the actual cost in the first and second year and 65% in the third year of the grant; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander's Fire Department is pursuing funding for twelve (12) additional firefighter positions from the SAFER grant program, which stands for "Staffing for Adequate Fire and Emergency Response." The SAFER grant provides funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The SAFER Program is separated into two (2) activities: Hiring of Firefighters (Hiring) Activity, and Recruitment and Retention (R&R) Activity. There is a total of \$324 million available under the SAFER grant program, which includes funds appropriated as part of the Fiscal Year 2024 Department of Homeland Security (DHS) Appropriations Act. In 2018, the City of Leander Fire Department pursued funding and received \$1,408,502.00 from the SAFER grant to hire additional firefighters.

Staff has engaged our grant consultants to assist in preparing the grant application, which is due July 3, 2025. There is no maximum award amount for the SAFER grant. The grant requires a cost share where recipients must contribute 25% of the actual costs incurred in each of the first and second years of the grant, and 65% of the actual costs incurred in the third year of the grant. In the first and second years of the grant, the amount of federal funding may not exceed 75% of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted; and in the third year of the grant the amount of federal funding may not exceed 35% of the usual annual cost of a first-year firefighter in that department.

The addition of twelve full-time firefighter positions will allow the department to add a dedicated response unit that will serve the rapidly growing commercial and residential area in the northeast portion of the City. City staff estimate that this area currently has 10,000 residents with an estimated \$2.3 billion in property value, representing an economically and demographically dynamic sector of the City that is already at the far end of the Insurance Services Office (ISO) distance requirements for fire departments. Based on historical data, this proposed unit would have responded to approximately 300 emergencies within that area over the last year in addition to responding to an additional 250 emergencies that occurred in adjacent areas — a clear indication of the critical need for enhanced fire protection and emergency medical services fire response. The proposed staffing expansion will improve response times in that area and significantly elevate operational readiness, firefighter safety, and community resilience.

The new response unit would be a "floating" unit that would be stationed as needed in its primary service sector. However, the unit could be relocated to provide support other areas as needed to address development activity, special events, weather conditions, and other factors. Station 4 would be the base of operations and would house the firefighters overnight. The unit would also be deployed using existing apparatus and equipment. It is also the

first step in staffing up for a sixth fire station.

Creation of this unit will also require the City to reclassify six existing positions to provide for three Lieutenants and three drivers - three Driver positions reclassified to Lieutenant and three Firefighter positions reclassified to Driver. This is a cost that would not be covered under the SAFER grant.

Estimated personnel costs of the grant positions are provided below:

Position	Year 1			Year 2			Year 3			Year 4			T
	Total Cost	Grant	City	Total Cost	Grant	City	Total Cost	Grant	City	Total Cost	Grant	City	
Firefighter (12)	\$ 1,102,842	\$ 827,132	\$ 275,711	\$ 1,146,956	\$ 827,132	\$ 319,824	\$ 1,192,834	\$ 827,132	\$ 365,702	\$ 1,240,547	\$ -	\$ 1,240,547	\$
Driver (3)	\$ 39,677	\$ -	\$ 39,677	\$ 41,264	\$ -	\$ 41,264	\$ 42,914	\$ -	\$ 42,914	\$ 44,631	\$ -	\$ 44,631	\$
Lieutenant	\$ 30,422	\$ -	\$ 30,422	\$ 31,639	\$ -	\$ 31,639	\$ 32,904	\$ -	\$ 32,904	\$ 34,220	\$ -	\$ 34,220	\$
TOTAL	\$ 1,172,940	\$ 827,132	\$ 345,809	\$ 1,219,858	\$ 827,132	\$ 392,727	\$ 1,268,652	\$ 827,132	\$ 441,521	\$ 1,319,398	\$ -	\$ 1,319,398	\$

Award announcements will be made at the beginning, approximately August 18, 2025, and on a continuous basis thereafter until all available funds have been awarded, but no later than September 30, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Costs related to this grant will be programmed into FY2026 for the first year and included in the City's long-term fiscal forecasts.

Attachments:

1. SAFER Grant Resolution

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, AUTHORIZING AND DESIGNATING THE CITY MANAGER, OR THEIR DESIGNEE, AS THE AUTHORIZED PERSON OF THE CITY OF LEANDER TO APPLY FOR THE FEMA/HOMELAND SECURITY GRANT – SAFER GRANT.

WHEREAS, the Staffing for Adequate Fire and Emergency Response (“SAFER”) Grant Program is a federally-funded grant program coordinated by the United States Department of Homeland Security (“DHS”) and the Federal Emergency Management Agency (“FEMA”), whose goal is to assist local fire departments with staffing and deployment capabilities to respond to emergencies and ensure that communities have adequate protection from fire and fire-related hazards;

WHEREAS, the SAFER Grant Program provides funding directly to fire departments to assist with increasing the number of firefighters to help communities meet industry minimum standards, to attain twenty four (24) hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments;

WHEREAS, if the grant is awarded, the City of Leander (“City”) agrees to track and report SAFER funding separately from other funding sources to ensure accurate financial and programmatic reporting on a timely basis;

WHEREAS, if the grant is awarded, the City agrees to participate in any audit or grant monitoring required by FEMA; and

WHEREAS, The City Council desires to designate the City Manager, or their designee, as the City’s authorized official for the purposes of submitting an application to FEMA for the SAFER Grant and to designate the City Manager as the City’s authorized official to accept, reject, alter, or terminate the grant on behalf of the City.

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

SECTION 1. The facts and recital set forth in the preamble of this Resolution are hereby found to be true and correct and are in all things incorporated herein and made a part hereof.

SECTION 2. The City Council approves the submission of an application to FEMA for the SAFER Grant to fund the hiring of twelve (12) new firefighter positions.

SECTION 3. The City Council hereby designates the City Manager, or their designee, as the City’s authorized official for the purpose of submitting an application to FEMA for the SAFER grant.

SECTION 4. The City Council hereby designates the City Manager as the City’s authorized official to accept, reject, alter, or terminate the SAFER grant, if awarded, on behalf of the City.

PASSED, AND APPROVED this the 1st day of July, 2025.

CITY OF LEANDER, TEXAS

ATTEST:

Christine Delisle, Mayor

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
7/1/2025

AGENDA SUBJECT:

Discuss and consider action on the Second Reading of an Ordinance 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 and Travis Counties, Texas. *[Postponed until July 17, 2025 regular meeting.]*

BACKGROUND:

This request is the final 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.

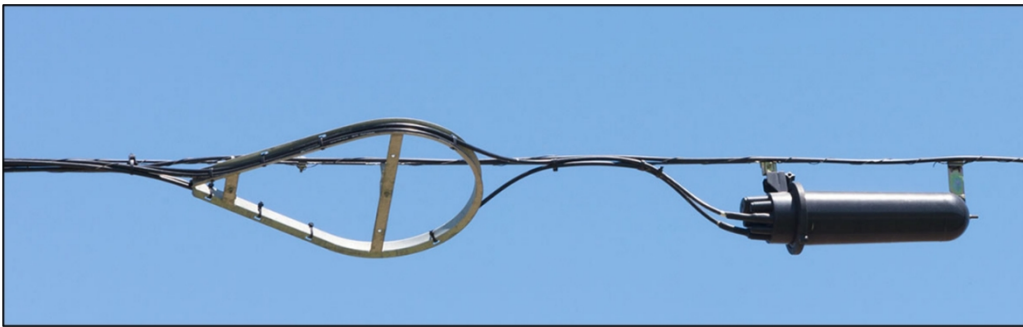


2. **Bore Construction:** This type of installation is trenchless and involves drilling a borehole along a planned path to install conduit. The cables are then pulled through the conduit. This method reduces disturbance to existing roadway and utility infrastructure and vegetation.





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 water lines 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, and
 - 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. City staff are 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 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

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. The City Council approved the ordinance during the June 5, 2025 meeting with the following changes:

1. Allow up to two trenches as long as the provider installing the second trench repairs the road through an edge mill and overlay as well as places the trenches a minimum of eighteen (18) inches apart;
2. Clarify the minimum dimensions for the trenches; and
3. Allowance for perpendicular crossings on all streets except for arterials.

Staff updated the ordinance to clarify that the two-year (2) warranty is a maintenance bond.

PRESENTER:

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

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
7/1/2025

AGENDA SUBJECT:

Discuss and consider action on the Second Reading of the Ordinance regarding Zoning Case Z-25-0166 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), and SFS-2-A (Single-Family Suburban) on three (3) parcels of land 52.92 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R338810, R407804 and R407805; and generally located at the northwest corner of Journey Parkway and CR 175, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the Zoning process. The applicant has submitted a request for annexation which will be heard by City Council concurrently with the Comprehensive Plan Amendment and Zoning change request. The City Council heard a development proposal for this development during the September 19, 2024 meeting and unanimously voted to not support the request of only residential uses at the intersection.

The Comprehensive Plan currently identifies this area as Neighborhood Center and Neighborhood Residential on the Future Land Use Map. Neighborhood Center encourages commercial development at intersections with higher-density residential adjacent to commercial acting as a buffer to the lower-density residential. This Comprehensive Plan Amendment request includes changing the Future Land Use designation for the property from Neighborhood Center and Neighborhood Residential to only Neighborhood Residential in order for the property to be developed as a single-family neighborhood.

The Zoning change is requesting to change the designated zoning district of their property in order to develop a residential subdivision. The Comprehensive Plan Amendment is required to be approved prior to the zoning request in order to be compliant with the Comprehensive Plan.

The property is located directly east of the existing Barksdale subdivision, which includes two (2) phases of SFC (Single-Family Compact) and SFU (Single-Family Urban) use components. This request is intended to be a continuation of the existing Barksdale subdivision as the third phase in the development.

The current water resolution prioritizes low-density residential rezonings. The SFS (Single-Family Suburban) use component would be compliant with the resolution, but the requested SFC (Single-Family Compact) and SFU (Single-Family Urban) use components would be considered higher density and not recommended. Conversely, the current Future Land Use designation of Neighborhood Center encourages neighborhood-focused commercial development and where necessary, to provide a buffer between commercial and residential, higher density residential such as SFT (Single-Family Townhouse) or TF (Two-Family) is more appropriate.

The requested residential zoning districts are a lower density than what is recommended under the current Future Land Use Map, but denser than what the water resolution would prioritize. If the Comprehensive Plan Amendment is approved, the Zoning request would still need to factor in the limitations of the water resolution.

GENERAL INFORMATION:

Current Zoning: Interim SFR-1-B (Single-Family Rural - minimum 120-foot lot width)

Proposed Zoning:

SFC-2-A (Single-Family Compact - minimum 50-foot lot width)

SFU-2-A (Single-Family Urban - minimum 60-foot lot width)

SFS-2-A (Single-Family Suburban - minimum 70-foot lot width)

Size and Location: The property is located at the northwest corner of Journey Parkway and CR 175, including approximately 52.92 acres.

Surrounding Area: This property is located east of the existing Barksdale subdivision, west of the Parkside subdivision, north of the Pecan Creek and Lost Woods subdivisions, and south of the Creek Meadows Estates subdivision. The property is at the northwest corner of Journey Parkway and CR 175 both identified as arterial roadways in the Transportation Master Plan.

PROPOSED ZONING DISTRICT:

USE COMPONENT

SFS – SINGLE FAMILY SUBURBAN:

Features: 9,000 square feet lot min.; 1,500 square feet of living area minimum.

Intent: Development of single-family detached dwellings on intermediate suburban standard-sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with intermediate lot sizes.

SFU – SINGLE FAMILY URBAN:

Features: 7,200 square feet lot min.; 1,200 square feet of living area minimum.

Intent: Development of single-family detached dwellings on moderate urban standard-sized lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with moderate lot sizes. Such components are generally intended to offer a variety of housing opportunities and in the fabric of the neighborhoods. In addition, a variety of lot sizes shall be provided within one half mile of major intersections such as arterials or collectors. This component provides moderate-sized lots that may serve as a transition between larger lots and higher-density areas.

SFC – SINGLE FAMILY COMPACT:

Features: 5,500 square feet lot min.; 1,100 square feet of living area minimum.

Intent: Development of single-family detached dwellings on small lots and for other compatible and complimentary uses. The purpose of this component is to provide regulations to maintain and protect the City's single-family residences and neighborhoods in areas with small lot sizes. Such components are generally intended to offer a variety of housing opportunities and in the fabric of the neighborhoods, and to be developed on a moderate scale with a maximum district size of seventy-five (75) acres. A variety of lot sizes shall be provided within one half mile of major intersections such as arterials or collectors and along residential collectors. The higher density residential shall be located closest to major intersections such as arterials or collectors and transition to lower density uses further away from the major intersections. This component provides for higher-density lots and serves as a transition between moderate-sized lots and higher-density areas.

SITE COMPONENT

TYPE 2:

Features: Accessory buildings greater of 10% of the 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 is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
- (2) Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE A:

Features: Five (5) or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high-quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
- (4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
- (5) This component 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

Maintain and/or improve affordability and diversity in the housing market. Applicable Future Land Use categories

NEIGHBORHOOD RESIDENTIAL

The Neighborhood Residential land use category is intended to be developed primarily as new single-family detached residential subdivisions with associated amenities, such as parks, trails, open space areas, and elementary schools. These areas are intended to have a mix of suburban and auto-oriented development character which are primarily found in the form of detached residential lots.

Architectural styles, building height and massing are relatively uniform in this type of land use. Most streets are considered to be local and low-volume with curbs and gutters, sidewalks, consistent speeds and highly accessible driveways. Strategically located parks are essential and, in some cases, a school or other institutional use is integrated or in proximity.

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

NEIGHBORHOOD CENTER

The Neighborhood Center future land use category is intended for areas that will be developed mostly as nonresidential 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' are also required to be contacted.

Two (2) neighborhood meetings were held by the applicant. The Developer met with the Pecan Creek neighborhood on March 1, 2025 and the Lost Woods, Trails at Shady Oak and Parkside neighborhoods on March 15, 2025. Below is a list of comments/concerns that were discussed during the meeting:

- Adjacent subdivisions requested no commercial uses.
- The northern subdivision requested larger lots.

The following changes were made to address issues discussed.

- The SFS use component was provided along the northern boundary to provide the larger lot option.

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

HISTORY/TIMELINE:

04/21/2016 – Parcels R407804 and R407805 Annexed into the City.

05/22/2025 – Planning & Zoning, 1st Public Hearing

06/17/2025 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Kimley-Horn & Associates, Inc (Kyle Marquez) on behalf of the Estate of Peggy Borho Simpson (Christy Simpson Ledbetter)

RECOMMENDATION:

This item will include two (2) separate votes - one (1) for the Comprehensive Plan Amendment and one (1) for the zoning change. As part of the evaluation of this request, the City Council has the following options regarding case CPA-25-0017:

1. Approve the Comprehensive Plan Amendment from Neighborhood Center and Neighborhood Residential to Neighborhood Residential; or
2. Deny the proposed Comprehensive Plan Amendment from Neighborhood Center and Neighborhood Residential to Neighborhood Residential.

Staff recommends Option 2 listed above – Deny the proposed Comprehensive Plan Amendment from

Neighborhood Center and Neighborhood Residential to Neighborhood Residential. Staff made this recommendation based on the City Council's decision following the development proposal in September 2024. During the hearing of this proposal, City Council unanimously voted not to support a Comprehensive Plan Amendment request to allow for only residential uses. If the City Council denies the Comprehensive Plan Amendment, they cannot approve the zoning change as requested. The developer will need to submit a zoning request that includes commercial zoning.

DENIAL RECOMMENDATION:

The City Council has one (1) option regarding case Z-25-0166 if the Comprehensive Plan Amendment is denied:

1. Deny the proposed Zoning request Interim SFR-1-B (Single-Family Rural) to SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), and SFS-2-A (Single-Family Suburban).

Staff recommends Option 1 listed above – Deny the proposed Zoning request on the basis that it does not comply with the Comprehensive Plan or the water resolution. Staff made this recommendation based on the Comprehensive Plan Amendment not being recommended for approval. In order for the request to be compliant with the Comprehensive Plan, the applicant would need to request a commercial zoning within the Neighborhood Center Future Land Use designation and new public notification would need to be initiated.

APPROVAL RECOMMENDATION

The City Council has the following options regarding case Z-25-0166 if the Comprehensive Plan Amendment is approved:

1. Approve the proposed Zoning request from Interim SFR-1-B (Single-Family Rural) to SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), and SFS-2-A (Single-Family Suburban);
2. Deny the proposed Zoning request Interim SFR-1-B (Single-Family Rural) to SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), and SFS-2-A (Single-Family Suburban); or
3. Approve an alternative request that may include amending the zoning request to a lower density use component such as SFR (Single-Family Rural), SFE (Single-Family Estate) or all SFS (Single-Family Suburban) to be compliant with the water resolution.

Staff recommends Option 2 – Deny the proposed zoning request on the basis that it does not comply with the water resolution. Staff made this recommendation based on the current water resolution.

During the meeting of May 22, 2025, the Planning & Zoning Commission recommended approval of Comprehensive Plan Amendment CPA-25-0017 and did not take action on Zoning Case Z-25-0166.

The City Council unanimously approved the Comprehensive Plan Amendment CPA-25-0017 and Zoning request Z-25-0166 during the June 17, 2025, meeting.

PRESENTER:

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

Fiscal Impact

Attachments:

1. CPA-25-0017 & Z-25-0166 Att 1 Letter of Intent

2. CPA-25-0017 & Z-25-0166 Att 2 CURRENT ZONING - BARKSDALE PH 3
3. CPA-25-0017 & Z-25-0166 Att 3 FLU MAP - BARKSDALE PH 3
4. CPA-25-0017 & Z-25-0166 Att 4 PUBLIC NOTIFICATION - BARKSDALE PH 3
5. CPA-25-0017 & Z-25-0166 Att 5 PROPOSED ZONING - BARKSDALE PH 3
6. CPA-25-0017 & Z-25-0166 Att 6 PROPOSED FLU MAP - BARKSDALE PH 3
7. CPA-25-0017 & Z-25-0166 Att 7 AERIAL MAP - BARKSDALE PH 3
8. CPA-25-0017 & Z-25-0166 Att 8 NEIGHBORHOOD OUTREACH - BARKSDALE PH 3
9. Z-25-0166 Att 9 ORDINANCE - BARKSDALE PH 3
10. CPA-25-0017 & Z-25-0166 Att 10 5-22-2025 P & Z MINUTES



January 31, 2025

City of Leander City Council
City of Leander
105 N Brushy Street
Leander, Texas 78641

Via Electronic Submittal

RE: Request to the Change the Future Land Use Designation on Approximately 52 acres of land from Neighborhood Residential and Neighborhood Center to Neighborhood Residential generally located at 2300 and 2310 CR 175 (WCAD R338810, R407804, R407805) (the "Property")

Dear Mayor DeLisle and Councilmembers:

As representatives of the owners and developer of the above stated Property, Kimley-Horn respectfully submits this request to change the Future Land Use designation on the subject property. The Future Land Use Designation for the Property is divided between Neighborhood Center - Solid, Neighborhood Center, and Neighborhood Residential. This request is to consider the development of the whole tract as Neighborhood Residential to support the development of a single-family subdivision. This proposed change will complement the adjacent land uses and continue the existing development pattern along CR 175.

Located at the corner of CR 175 and Journey Pkwy the Property is surrounded completely by single-family neighborhoods. The proposed single-family subdivision would continue the development pattern along CR 175 which is developed as single-family residential. Continuing this pattern allows for heavier land uses to continue developing along the Ronald Reagan corridor, where Neighborhood Centers are planned 1.25 miles west, and for uses to transition east away from Ronald Reagan to CR 175.

The Property is currently used as a homestead, but subject to an annexation agreement with the City of Leander. The Property is encumbered by a mapped stream and calculated floodplain that encumbers the hard corner of CR 175 and Journey Pkwy. The extension of Parkside Pkwy. will also bisect the site and further encumber the property.

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 blue ink, appearing to read 'E. Harwell'.

Ethan Harwell, AICP

512 580 5803

ethan.harwell@kimley-horn.com



February 18, 2025

Robin M. Griffin, AICP
Executive Director of Development Services
City of Leander
201 N. Brushy Street
Leander, TX 78641

Via Electronic Submittal

RE: Application for a Rezoning of approximately 4.0 acres from SFR-1-B to SFC-2-A, and Initial Zoning upon Annexation for approximately 48.92 acres of SFC-2-A, SFU-2-A and SFS-2-A; totaling 52.92 acres in the Anastasha Carr Survey, Abstract No. 122 generally located at 2300 and 2310 CR 175, Leander, TX 78641 (WCAD R338810, R407804, R407805) (the "Property")

Dear Mayor DeLisle and City Council:

Please accept this application for a rezoning on the subject property. The approximately 52.92 acre property is subject to a previous non-annexation development agreement. So, approximately 4.0 acres of the Property is already annexed into the city limits and zoned. The remaining 48.96 acres of the Property is located in the ETJ. This application is made concurrently with a request for voluntary annexation and Comprehensive Plan Amendment to change the future land use designation on the Property to Neighborhood Residential. With this request we ask that the entire Property be zoned to the Single Family Compact (SFC-2-A), Single Family Suburban (SFC-2-A) and Single Family Urban (SFU-2-A) district.

The proposed Single Family Compact (SFC-2-A), Single Family Suburban (SFC-2-A) and Single Family Urban (SFU-2-A) will allow for the development of a single-family subdivision consistent with the development pattern of the other neighboring subdivisions: Barksdale, Pecan Creek, The Trails of Shady Oak, Lost Woods, and Parkside at Mayfield Ranch. The Property has frontage on Journey Parkway and CR 175. The extension of Parkside Parkway will bisect the site providing additional circulation for the area. The site is relatively flat, contains some oak stands, and has two existing homes on the property that will be removed.

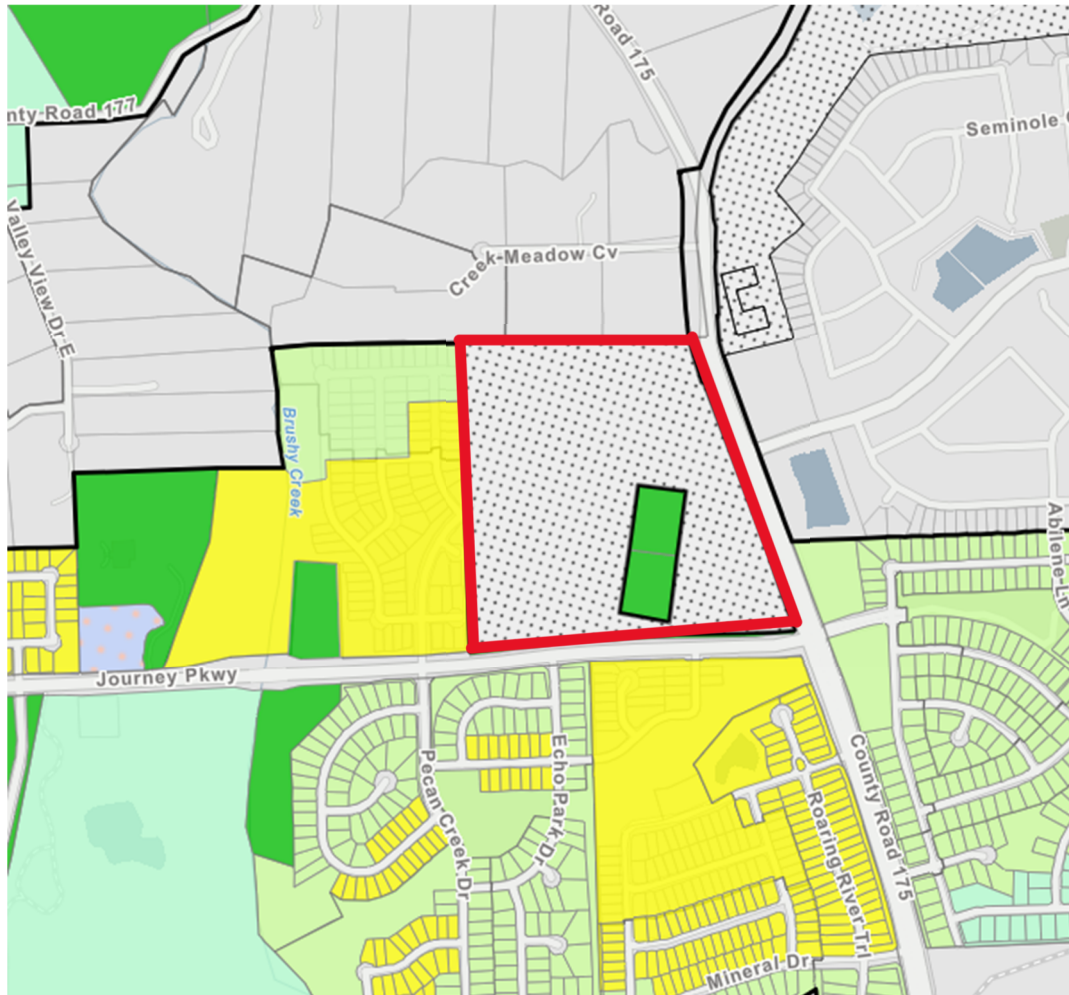
If you have any questions about this application for rezoning or need additional information, please do not hesitate to contact me at your convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read 'E. Harwell'.

Ethan Harwell, AICP
Ethan.Harwell@Kimley-Horn.com
512 580 5803

ZONING MAP



LEGEND

- Leander City Limits
- Extra-Territorial Jurisdiction
- Future Annexation Per DA

Current Zoning

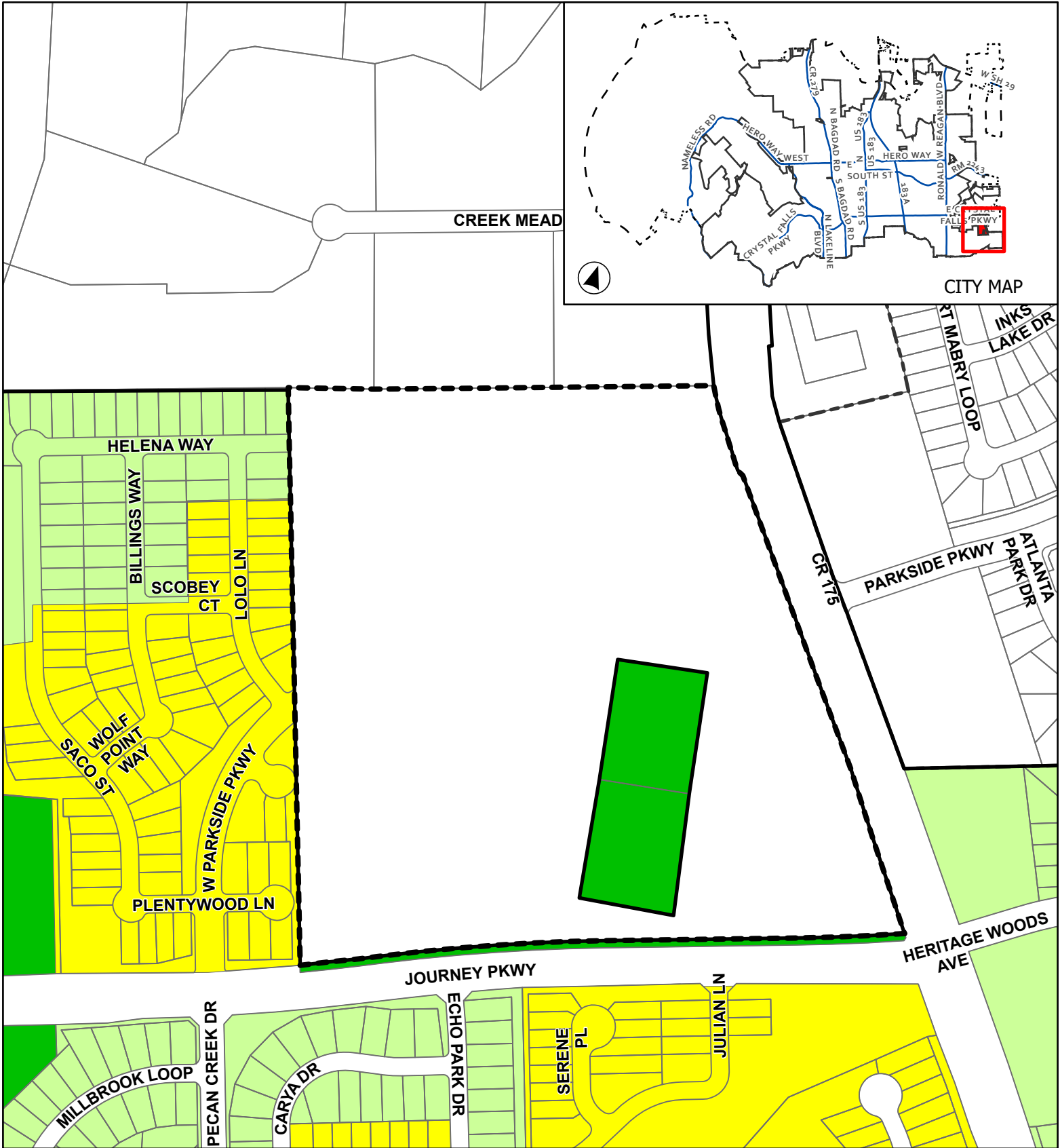
RESIDENTIAL

- SFR-Single-Family Rural
- SFE-Single-Family Estate
- SFS-Single-Family Suburban
- SFU-Single-Family Urban
- SFU/MH-Single-Family Urban / Manufactured Home
- SFC-Single-Family Compact

- SFL-Single-Family Limited
- CH-Cottage Housing
- SFT-Single-Family Townhouse
- TH-Tiny House
- TF-Two Family
- NR-Neighborhood Residential
- MF-Multi-Family

RETAIL/COMMERCIAL

- LO-Local Office
- LC-Local Commercial
- GC-General Commercial
- HC-Heavy Commercial



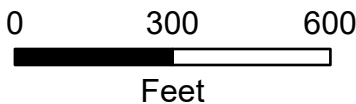
CASE: Z-25-0166
& CPA-25-0017

ATTACHMENT 2

BARKSDALE PH 3

Current Zoning

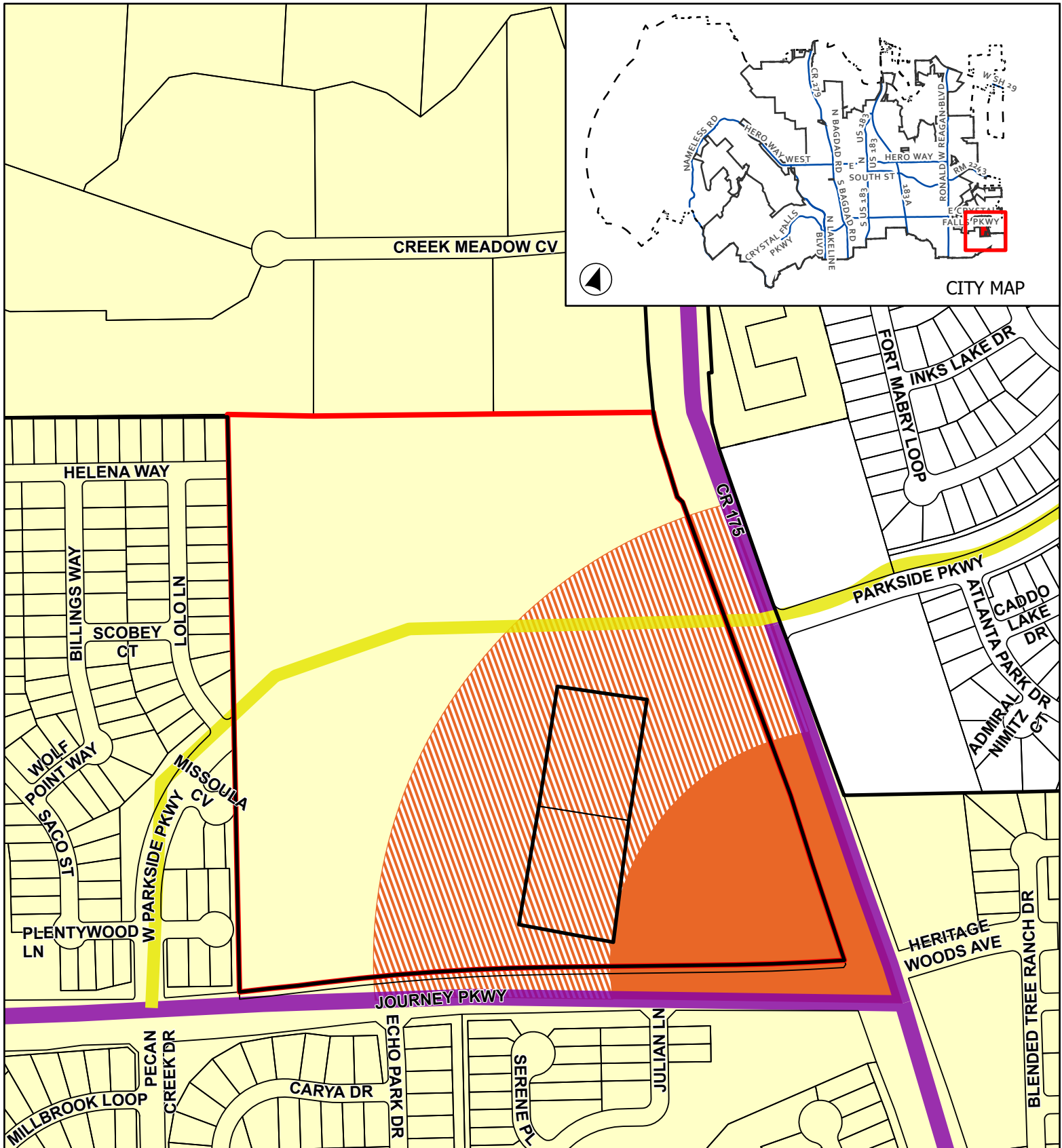
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



City Limits
ETJ
Subject Boundary

Current Zoning

SFR - Single-Family Rural
SFU - Single-Family Urban
SFC - Single-Family Compact

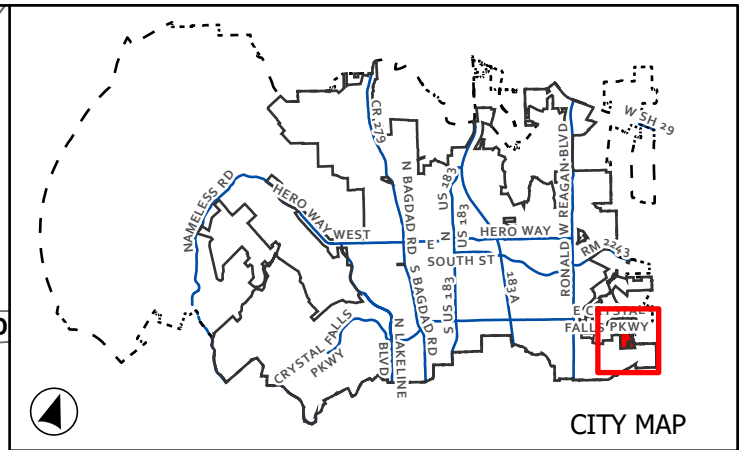
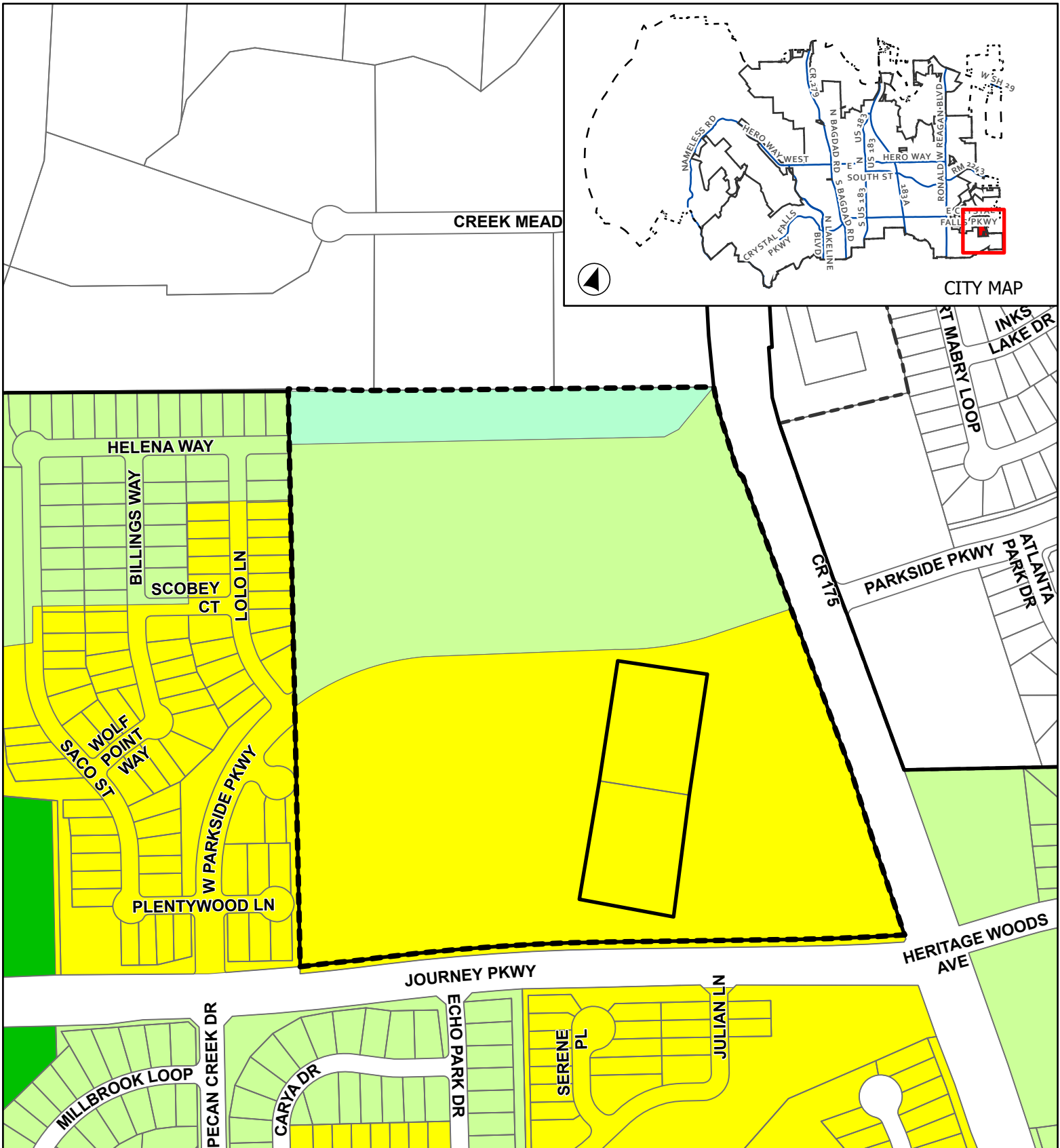


Future Land Use Map

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.

0 145 290
Feet

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



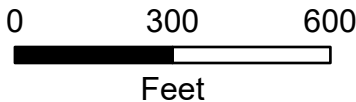
CASE: Z-25-0166
& CPA-25-0017

ATTACHMENT 5

BARKSDALE PH 3

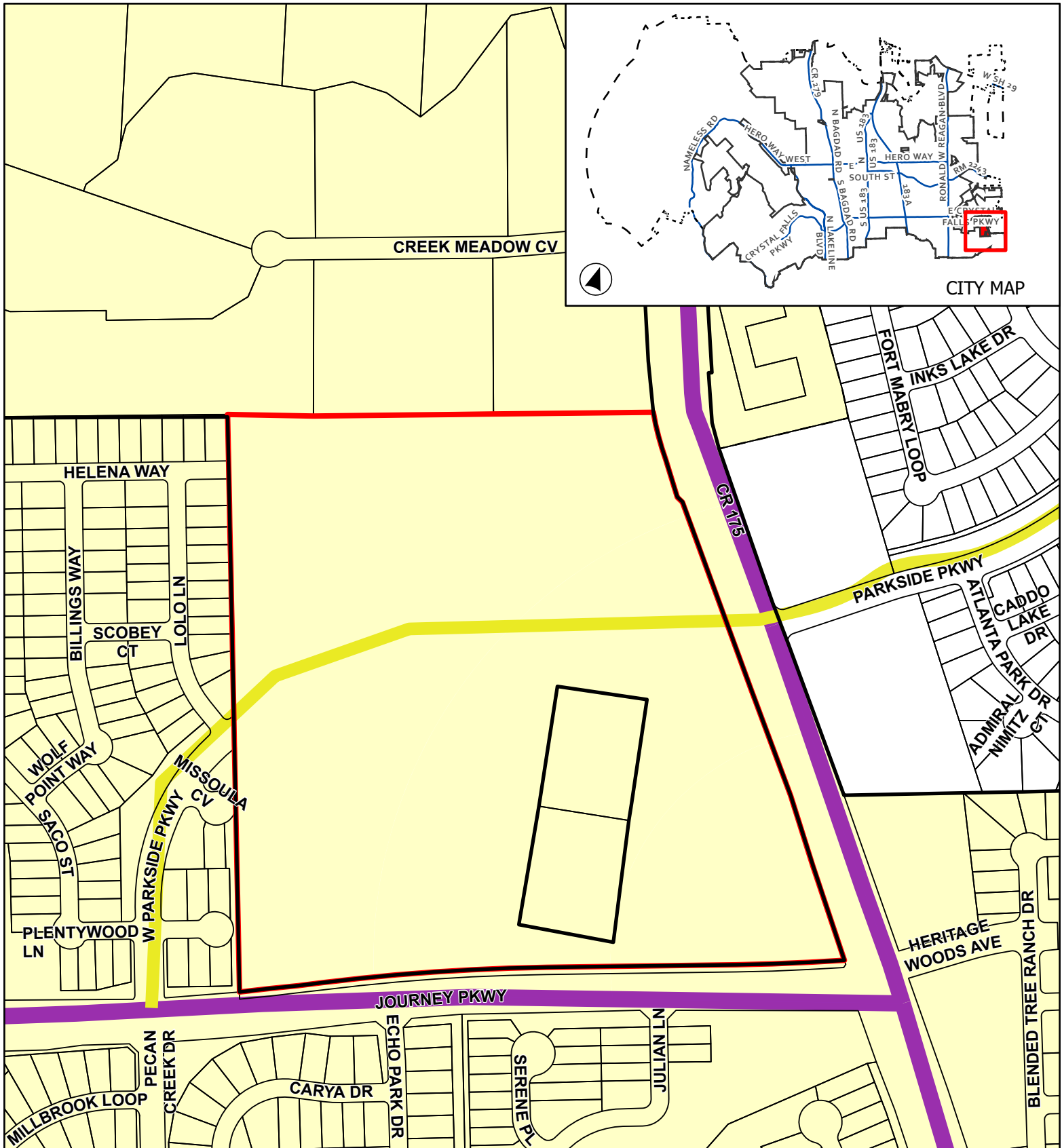
Proposed Zoning

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

SFS - Single-Family Suburban
SFU - Single-Family Urban
SFC - Single-Family Compact



CASE: Z-25-0166 &
CPA-25-0017

ATTACHMENT 6

BARKSDALE PH 3

Proposed Future Land Use Map

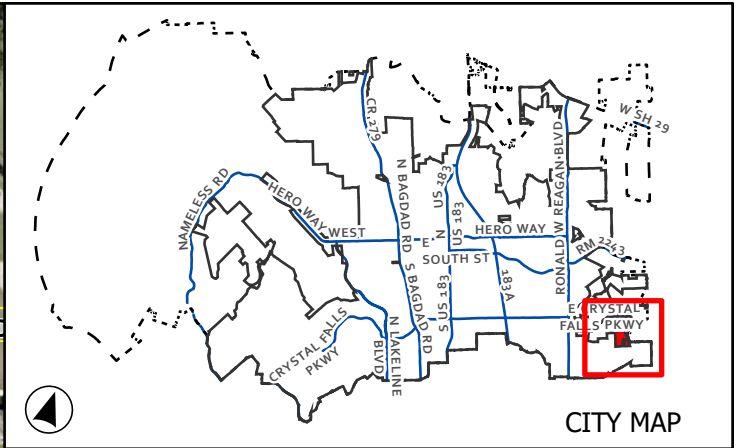
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0 145 290
Feet



- ETJ Boundary
- Leander City Limits
- Subject Boundary

- Arterial 4 Lane, Existing
- Collector, Existing



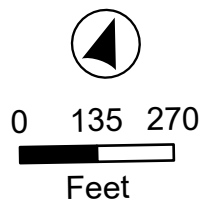
CASE: Z-25-0166 &
CPA-25-0017

ATTACHMENT 7

BARKSDALE PH 3

Aerial Map

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



- Leander City Limits
- Subject Boundary

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

Early conversations were had with residents in various neighborhoods throughout the fall of 2024. Official notification occurred in February 2025.

HOAs within 500-feet were notified of the zoning change via email between 2/14/2025 and 2/18/2025. Residential property owners who are not located in an HOA were notified by USPS on 2/15/2025. A copy of the information shared with each party is attached.

Two meetings were held with neighborhood HOAs. The Developer met with the Pecan Creek neighborhood on March 1 and the Pecan Creek and Lost Woods (Some residents of Barksdale, Trails at Shady Oak, and Parkside also attended) on March 15. Sign in sheets and board presented from each meeting are attached.

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.

HOAs within 500-feet were notified of the zoning change via email between 2/14/2025 and 2/18/2025. Residential property owners who are not located in an HOA were notified by USPS on 2/15/2025. Neighborhood meetings were advertised via email to HOA Boards and via WhatsApp group chats.

3. What concerns were raised during these communications?

Residents expressed support for our proposed zoning that did not include any commercial acreage.

Residents stated that they don't mind driving 1.2 miles to Ronald Reagan or 2.0 miles to Whitestone to access services. Commercial uses would encourage outside traffic to come into the neighborhood and commercial driveways would be disruptive to traffic patterns at the intersections of CR 175 and Parkside which are already complicated by spacing, school zones, school traffic, etc. Residents expressed that commercial uses would also bring extra noise, light, smells, and unsightly development into the neighborhood.

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

All single-family zoning districts were provided. In response to property owners along Creek Meadow Cove larger lots (SFS-2-A zoning) have planned along the north boundary adjacent to the lots off Creek Meadow Cove.

No other changes were requested to the plan as presented.

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

Signature: _____



Date 5/6/2025

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING THREE (3) PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RURAL) TO SFC-2-A (SINGLE-FAMILY COMPACT), SFU-2-A (SINGLE-FAMILY URBAN), AND SFS-2-A (SINGLE-FAMILY SUBURBAN); MAKING FINDINGS OF FACT; 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 52.92 acres $\pm$; being more particularly described in Exhibit "A"; located generally located at the northwest corner of Journey Parkway and County Road 175; identified by Williamson Central Appraisal District tax identification number R338810, R407804 and R407805; more particularly described in Instrument Number 2007065707; 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 SFR-1-B (Single-Family Rural) to SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), and SFS-2-A (Single-Family Suburban) as shown in Exhibit "A".

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

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

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

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

FINALLY PASSED AND APPROVED on this the 1 day of July, 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, May 22, 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 6:01 p.m.
2. Roll Call.
All commissioners were present except Commissioner Tara LeDay and Commissioner Scott Calame.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the May 15, 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 Lantrip

Seconded: Board Member Morales

Vote: 5 - 0

6. Approval of the minutes for meeting held on May 8, 2025.
7. Approval of the extension of the completion date for Subdivision Case 20-PICP-032 Leander Platinum Public Improvement Construction Plans; more particularly described by Williamson Central Appraisal District Parcel R372083, commonly known as 17680 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing regarding Comprehensive Plan Case CPA-25-0017 to amend the Comprehensive Plan land use category from Neighborhood Center to Neighborhood Residential and Zoning Case Z-25-0166 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to SFC-2-A (Single-Family Compact), SFU-2-A (Single-Family Urban), and SFS-2-A (Single-Family Suburban) on three (3) parcels of land 52.92 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R338810, R407804 and R407805; and generally located at the northwest corner of Journey Parkway and County Road 175, Leander, Williamson County, Texas.
- Discuss and consider action regarding Comprehensive Plan Case CPA-25-0017 as described above.
 - Discuss and consider action regarding Zoning Case Z-25-0166 as described above.

Public Hearing opened at 6:21 p.m.; Public Hearing closed at 6:52 p.m.; following discussion.

20 spoke in favor of the requests; see attached.

6 submitted via the website in favor of the requests; see attached.

Anita Chumanvech, 708 Palamos Dr, Leander, Texas 78641 spoke against the requests.

Motion to approve Comprehensive Plan Case CPA-25-0017.

By: Board Member Morales

Seconded: Board Member Lewis

Vote: 5 - 0

No action taken for Zoning Case Z-25-0166.

REGULAR AGENDA

9. Conduct a Public Hearing and consider action on Variance Case VA-25-0022 to approve a Variance on one (1) parcel of land approximately 4.151 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District R346169; generally located at 1550 CR 269, Leander, Williamson County, Texas.
- Discuss and consider action on Variance Case VA-25-0022 as described above.

Public Hearing opened at 7:30 p.m.; Public Hearing closed at 7:32 p.m.; following discussion.

Anita Chumanvech, 708 Palamos Dr. Leander, Texas 78641 spoke against the request.

Motion to approve Variance Case VA-25-0022.

By: Board Member Lantrip

Seconded: Board Member Mahan

Vote: 2 - 3 Board Member Mahan, Board Member Morales, Board Member Lewis

Motion failed.

Meeting adjourned at 7:41 p.m. Meeting was called to order at 7:42 p.m.

Motion to deny Variance Case VA-25-0022.

By: Board Member Morales

Seconded: Board Member Lewis

Vote: 3 - 2 Board Member Oliver, Board Member Lantrip

10. Adjournment
Meeting adjourned at 7:43 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
7/1/2025

AGENDA SUBJECT:

Discuss and consider action regarding Ordinance Case OR-25-0032 to amend the Sign Ordinance to update Sections 3.08.006 and 3.08.012 (1) to allow for Fence Wraps and modify the requirements for Building Scrim Signs, and to provide for related matters; Leander, Williamson & Travis Counties, Texas.

BACKGROUND:

The City of Leander completed a significant update to the sign ordinance in September 2023. Since the code update, the need for additional additions and amendments has come to light. A summary of the amendments since the significant update to the ordinance is listed below. This amendment includes the following:

1. **Add Fence Wraps as a sign type:** Staff has seen several new requests for *Fence Wraps*. A *Fence Wrap* is a type of temporary fence that is used during the construction phase of a site that is screen-printed with advertising. Contractors provide a screening fence to help enhance safety, improve security, and provide for a professional appearance. This fencing also provides an opportunity for branding and advertising. This amendment to the ordinance would allow for this type of fencing during the construction phase of the project.



2. **Modify the requirements for a Building Scrim Sign:** The current ordinance limits the size of the Building Scrim Sign to sixty-four (64) square feet. This size is very limiting in contrast to the size of the building. This amendment increases the size of the signage.

City staff is preparing for a future City Council item that will include a in-depth review of the sign code and a City Council discussion of additional ordinance changes or updates. However, City staff is presenting these specific amendments at this time to facilitate current development projects.

AMENDMENTS SINCE 09/21/2023

1. 11/02/2023 Ordinance 23-075-00 adopted
 - a. Modify the limitation on predominately white internally lit signs.
 - b. Add neighborhood development signs to the temporary sign standards.
 - c. Update the Master Sign Plan provisions.
2. 05/01/2025 Ordinance 25-034-00 adopted
 - a. Updated the timeframe for Promotional Sign Package from four (4) times a year to eight (8) times a year.

HISTORY/TIMELINE:

09/07/2003 - Ordinance 03-023-00 adopted
08/07/2014 - Ordinance 14-045-00 adopted
10/02/2014 - Ordinance 14-045-01 adopted
02/02/2017 - Ordinance 17-007-00 adopted
09/21/2023 - Ordinance 23-064-00 adopted
11/02/2023 - Ordinance 23-075-00 adopted
05/01/2025 - Ordinance 25-034-00 adopted

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

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

1. Approve the ordinance amendment; or
2. Deny the ordinance amendment.

Staff recommends Option 1 listed above – Approve the ordinance amendment. Staff has received feedback from the development community and determined that these amendments will further enhance the ordinance and provide support to the development community. Staff recommends approval of the ordinance amendments.

PRESENTER:

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

Fiscal Impact

Attachments:

1. OR-25-0032 Att 1 Sign Ordinance Redline
2. OR-23-0032 Att 2 Sign Ordinance

Sec. 3.08.006. Definitions and interpretation.

Fence Wrap means a sign made of material, typically vinyl mesh, that is custom printed and attached to construction fencing used to screen a construction site.

Sec. 3.08.012. Permitted signs.

(1) *Temporary signs.*

(C) Building scrim sign.

- ~~(i) Building scrim signs shall not exceed the square footage allowed for a wall sign not to exceed 64 square feet.~~
- ~~(ii) One building scrim sign shall be permitted for a building that is at least two stories tall. One building at a time shall be permitted to display a scrim sign in a non-residential development that would qualify for an area identification sign.~~
- ~~(iii) Building scrim signs shall not be displayed for a permitted exceeding 60 days per permit, not to exceed two permits issued in one calendar year.~~
- (i) One building scrim sign shall be permitted for a building that is at least three (3) stories or forty (40') feet tall for any nonresidential development that would qualify for an area identification sign.
- (ii) A building scrim sign shall not be displayed for a period exceeding thirty (30) consecutive calendar days with a maximum of three permits issued in any consecutive twelve (12) month period.
- (iii) Building scrim signs shall not be tattered, torn or faded and shall remain tautly attached.

(D) Fence Wrap

- (i) The maximum sign area shall not exceed the limits of the construction fencing installed to screen an active construction site. The construction site shall be identified as part of the site development permit, construction plan permit, or building permit.
- (ii) The maximum height of the fence wrap is six (6') feet.
- (iii) The location is restricted the limits of construction identified as part of the site development permit, construction plan permit, or building permit.
- (iv) Time restriction of a fence wrap is limited to display no earlier than thirty (30) days before commencement of the activity and shall be removed no later than thirty (30) days after the activity is completed or the installation of the permanent sign, whichever occurs first.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ARTICLE 3.08 THE CITY OF LEANDER CODE OF ORDINANCES, THE REGULATIONS OF SIGNS; AMENDING SECTIONS 3.08.006 AND 3.08.012 (1) TO ALLOW FOR FENCE WRAPS AND MODIFY THE REQUIREMENTS FOR BUILDING SCRIM SIGNS PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the purpose of this ordinance is implement the policies and goals of the Comprehensive Plan related to sign regulations; and

WHEREAS, it is necessary and reasonable for the City to regulate signs within the City and Extra-Territorial Jurisdiction for pedestrian and traffic safety, the public health and safety, the preservation of property values and the avoidance of unnecessary clutter;

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

SECTION 1. Findings of Fact. 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 Section 3.08.006. Section 3.08.006 is hereby amended to add the following definition.

Fence Wrap means a sign made of material, typically vinyl mesh, that is custom printed and attached to construction fencing used to screen a construction site.

SECTION 3. Amendment of Section 3.08.012 (1)(C) Section 3.08.012 (1)(C) of the Sign Ordinance is hereby amended to read as follows:

(C) Building scrim sign.

- (i) One building scrim sign shall be permitted for a building that is at least three (3) stories or forty (40') feet tall for any nonresidential development that would qualify for an area identification sign.

- (ii) A building scrim sign shall not be displayed for a period exceeding thirty (30) consecutive calendar days with a maximum of three permits issued in any consecutive twelve (12) month period.
- (iii) Building scrim signs shall not be tattered, torn or faded and shall remain tautly attached.

SECTION 4. Amendment of Section 3.08.012 (1)(D). Section 3.08.012 (1)(D) of the Sign Ordinance is hereby amended to add the following subsection and renumber the remaining sections:

(D) Fence Wrap

- (i) The maximum sign area shall not exceed the limits of the construction fencing installed to screen an active construction site. The construction site shall be identified as part of the site development permit, construction plan permit, or building permit.
- (ii) The maximum height of the fence wrap is six (6') feet.
- (iii) The location is restricted to the limits of construction identified as part of the site development permit, construction plan permit, or building permit.
- (iv) Time restriction of a fence wrap is limited to display no earlier than thirty (30) days before commencement of the activity and shall be removed no later than thirty (30) days after the activity is completed or the installation of the permanent sign, whichever occurs first.

SECTION 5. Penalty Clause. Any person convicted of violating any provision of this Ordinance shall be guilty of a misdemeanor and shall be subject to a fine in an amount not to exceed Five Hundred Dollars (\$500.00) and each day of such violation shall be deemed a separate violation.

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

SECTION 7. Conflicting Ordinances. The City Code of Ordinances, Article 3.08, is hereby amended as provided in this Ordinance. All prior ordinances of the City applicable to signs are hereby amended only to the extent of any conflict with the amendments set forth herein, and all ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance as adopted and amended herein are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

SECTION 8. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such

section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

SECTION 9. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 10. 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 this the 17 day of July, 2025.

ATTEST:

City of Leander, Texas

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
7/1/2025

AGENDA SUBJECT:

Discuss and consider action on a Resolution in support of the construction of the Hero Way (formerly RM 2243) East Phase 2 Eastbound Frontage Road Project from 183A to just east of Ronald Reagan Boulevard.

BACKGROUND:

Due to the significant growth experienced, Williamson County, in coordination with the Texas Department of Transportation (TxDOT) is planning to reconstruct and widen RM 2243 between 183A and Southwest Bypass. This was included in the County's 2013/2019 Road Bond Program.

The conceptual plan for RM 2243 calls for the expansion of the rural, two (2)-lane rural section to a controlled-access highway that will include two (2) main lanes in each direction separated by a concrete barrier; direct connections to 183A, Ronald Reagan Boulevard, and Southwest Bypass; and two three (3)-lane frontage roads with access ramps on either side of the main lanes.

Phase 1A of the project has completed design and will include the northern frontage road from 183A to Garey Park, which will generally follow the permanent alignment for the ultimate section. This single frontage road will accommodate two (2)-way traffic, with a dedicated turn lane in the middle, until the other frontage road is built in a future phase.

Due to the City of Leander's growth and economic development along this corridor, the City desires to fund and proceed with construction of the future Phase 2 southern frontage road between 183A and Ronald Reagan Boulevard. Design for this section is underway and bid-ready documents are expected to be completed within the next 18 to 24 months, after which the City of Leander may solicit competitive bids for construction.

Preliminary construction estimates to be borne by the City of Leander for the southern frontage road are \$28 million. Funding for construction will come from a future bond issuance.

After construction of both roadways is complete, this would replace the existing two (2)-lane rural roadway with six (6) lanes, three (3) in each direction, between 183A and Ronald Reagan Boulevard.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Gina Ellison, Executive Director of Public Works

Fiscal Impact

Preliminary cost is estimated at \$27.9 million dollars which includes construction, utility relocations, and escalation.

Attachments:

1. Resolution Hero Way Phase
2. Map RM2243 Phase 2 Option 3

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. 25-020-00

**A RESOLUTION SUPPORTING FULL COMPLETION OF HERO WAY PHASE 2
EASTBOUND FRONTAGE ROAD OF PREVIOUS HERO WAY PHASE 1A
PROJECT DESIGNATED IN THE WILLIAMSON COUNTY 2013/2019 ROAD
BOND PROJECTS.**

WHEREAS, the City of Leander supports Hero Way to be extended and constructed to Ronald Reagan Boulevard; and

WHEREAS, construction would not cause any change in the current design; and

WHEREAS, the project involves striping westbound frontage as two- (2) lane in the interim, constructing eastbound frontage as a separate project, and a temporary transition just east of Ronald Reagan Boulevard; and

WHEREAS, following construction of both eastbound and westbound frontage roads the existing two- (2) lane rural section between 183A and Ronald Reagan Boulevard will be replaced with six (6) lanes; and

WHEREAS, the cost is estimated to be \$27.9 million including utilities and escalation with a construction duration of approximately 18-24 months.

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

SECTION 1. The City Council of Leander, Texas, discussed and supported proceeding with the project following a discussion by staff at a workshop on June 25, 2025.

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

DULY PASSED AND APPROVED this the 1 day of July, 2025.

ATTEST:

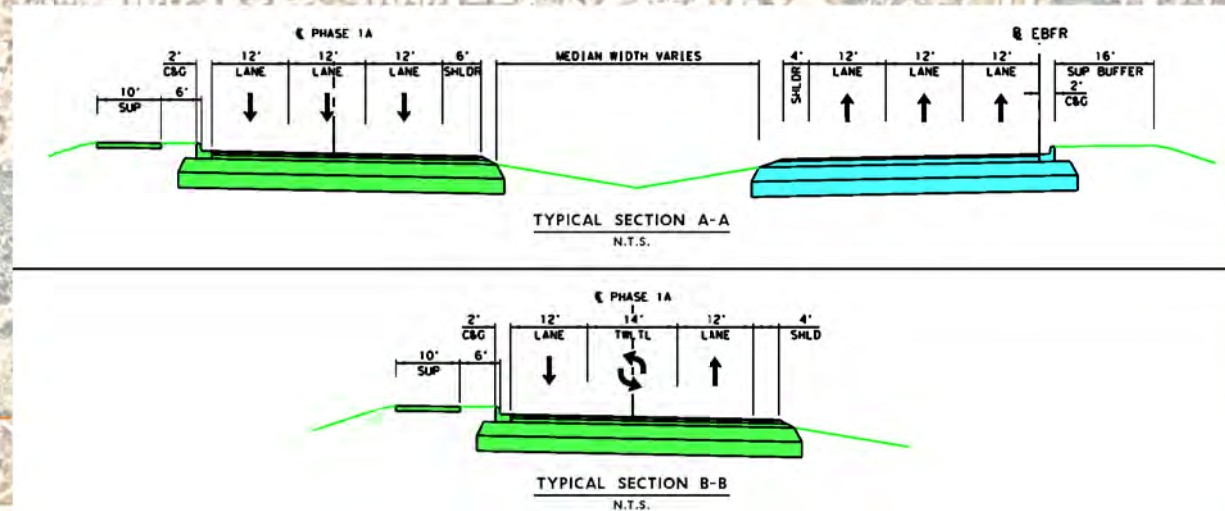
CITY OF LEANDER, TEXAS

Debora Penberg, Sr. Deputy City Secretary

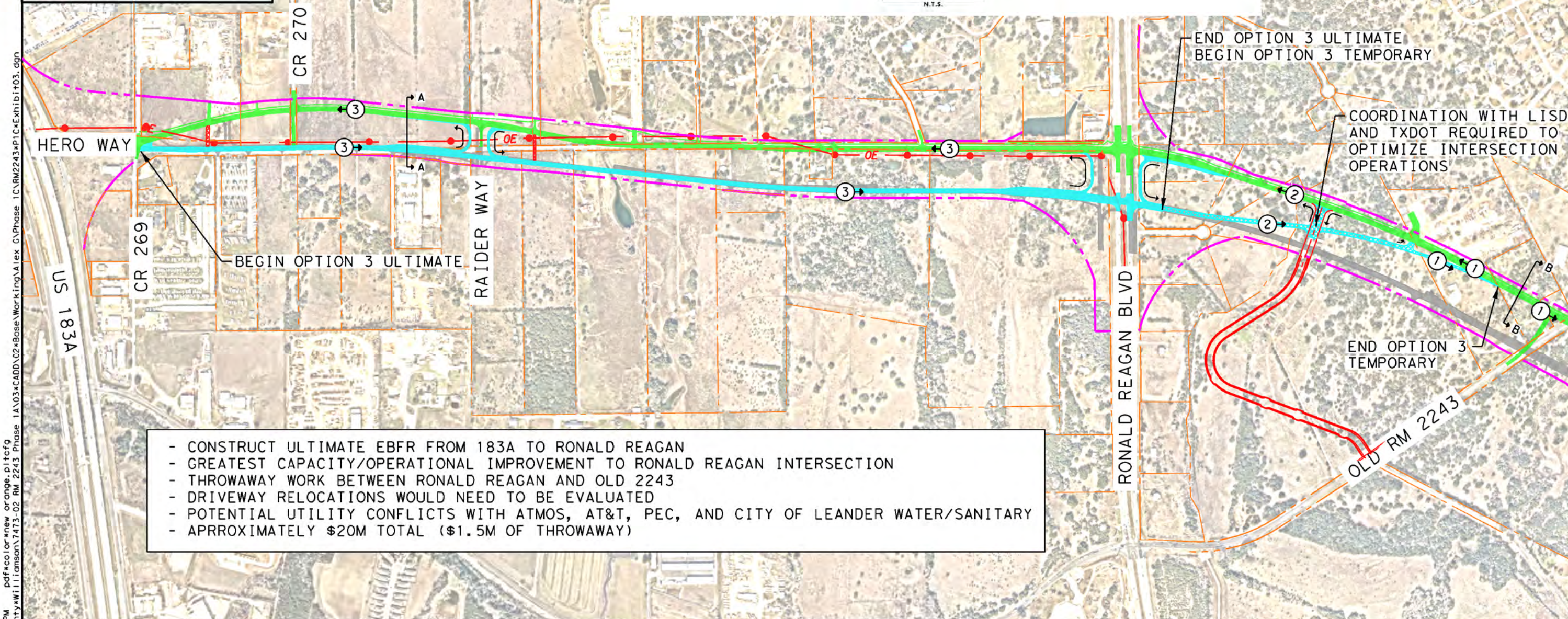
Christine DeLisle, Mayor

LEGEND

- EXISTING ROW
- PROPOSED ROW
- PROPOSED PHASE 1A
- LCRA LINE
- OPTION 3 ULTIMATE
- OPTION 3 TEMPORARY



SCALE: 1" = 800'



- CONSTRUCT ULTIMATE EBF FROM 183A TO RONALD REAGAN
- GREATEST CAPACITY/OPERATIONAL IMPROVEMENT TO RONALD REAGAN INTERSECTION
- THROWAWAY WORK BETWEEN RONALD REAGAN AND OLD 2243
- DRIVEWAY RELOCATIONS WOULD NEED TO BE EVALUATED
- POTENTIAL UTILITY CONFLICTS WITH ATMOS, AT&T, PEC, AND CITY OF LEANDER WATER/SANITARY
- APPROXIMATELY \$20M TOTAL (\$1.5M OF THROWAWAY)



EXECUTIVE SUMMARY
7/1/2025

AGENDA SUBJECT:

Receive presentations and evaluate the finalists selected for the Request for Proposal for Community Brand Strategy.

BACKGROUND:

In the Fiscal Year 2025 Budget, the City of Leander budgeted \$35,000.00 to pursue a branding and strategic communications plan. Staff prepared and released a Request for Proposal (RFP) for Community Brand Strategy to help select a qualified firm to develop and provide a community brand strategy to the City of Leander. The goal of the community brand strategy is to obtain a branding package that embodies the City of Leander and enhances the City's marketability across all sectors. The community brand strategy should establish a clear and consistent City of Leander brand to improve communication, engagement, participation, and pride with residents, businesses, visitors and employees.

The scope of work for the community brand strategy includes the following deliverables:

- Strategic Direction – Define the City of Leander's official brand and strategic direction for desired outcomes of increased public recognition, consistency, and demonstration of the organization's mission and vision.
- Brand Authenticity – Build a brand that accurately reflects the City's culture, values, and people. The brand must be unique, attractive, and demonstrate transparency, credibility, and personality to invoke trust and inspire engagement from all members of the community and the general public.
- Community Engagement – Build a brand that is community-driven and endorsed. Development of the brand must involve input from residents, businesses, visitors, City staff, and community partners through means of public engagement.
- Community Spirit – Build a brand that establishes the City of Leander as the pinnacle of excellence for other cities. The brand should evoke community spirit, business attraction and retention, and position the City as a desirable place to live, work, and play. The brand should signify the City of Leander as a premier community with an exceptional high quality of life in Texas.
- Brand Guidelines – Develop guidance outlining the proper use of the brand to ensure continuity, consistency, and strengthening of the brand. Provide documentation of logo and sub-branding; color usage; typography options; illustration and photographic styles; proper use of logos, taglines and fonts; use of infographics; brand positioning; core brand pillars; and samples/templates for signage, digital content, and other materials.
- Brand Adaptability – Build a brand that may be modified for use in various methods and situations, including flexibility for each City department and/or program following brand guidelines.
- Public Awareness Campaign – Develop a public awareness campaign to build awareness and understanding of the new brand. The campaign should include a detailed action plan and timeline for the implementation of the brand.

- Copyright – The City will have exclusive rights and trademarks to the Community Brand Strategy created by the successful Respondent(s). The Respondent(s) use of the Community Brand Strategy will be limited to portfolio purposes and non-commercial uses.

Funding for the development of the Community Brand Strategy and all its components will include a maximum budget of \$35,000.00. The City has the discretion to consider additional budgetary needs in the pursuit of a high-quality community brand strategy. All uses of the funding will be in accordance with the terms and scope of work as identified in the request for proposal.

The RFP opened on April 28, 2025, and closed on May 30, 2025. The City received seven (7) proposals in response to the RFP. A staff evaluation committee consisting of Assistant to the City Manager/Innovation Coordinator Kent Souriyasak, Communications Manager Ty Meighan, Community Engagement Specialist Maureen Jones, and Purchasing Manager Victor Castillo evaluated and scored all proposals. Based on the evaluation method, there was a natural break in competitive scoring among the top three (3) proposers (in alphabetical order): Civic Brand, Guide Studios, and Locality Studios. These three (3) finalists have been invited to present to the City Council and provide an opportunity to answer any questions. The City Council will rank the top three (3) finalists and provide the rankings to Purchasing Manager Victor Castillo to determine the selected finalist. Staff will bring forth the contract for the selected finalist for the City Council to consider awarding at the July 17 City Council meeting.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends ranking the top three (3) finalists for the Community Brand Strategy Proposal.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. Request for Proposal for Community Brand Strategy
2. 1-CivicBrand-Letter of Interest-Leander-branding
3. 1-Guide Studio Letter of Intent Proposal Leander, TX-Brand
4. 1-Leander Locality Studio Letter of Intent



Purchasing Division
105 N. Brushy Street
Leander, TX 78641
www.leandertx.gov

Solicitation #S25-003

REQUEST FOR PROPOSAL
COMMUNITY BRAND STRATEGY

Responses Due: May 30, 2025



**REQUEST FOR PROPOSAL
COMMUNITY BRAND STRATEGY**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks an agreement with a qualified Individual, Firm, or Corporation, herein “Respondent”, to develop and provide a community brand strategy.
2. **GOAL:** City seeks a community brand strategy that embodies the City of Leander and enhances the City’s marketability across all sectors. The goal of the community brand strategy is to establish a clear and consistent City of Leander brand to improve communication, engagement, participation, and pride with residents, businesses, visitors and employees.
3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <https://www.leandertx.gov/264/Purchasing>.
 - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
4. **-ATTACHMENTS:** Attachments A through C are herein made a part of this solicitation.
 - 4.1. Attachment A: Reference Sheet
 - 4.2. Attachment B: CIQ Form
 - 4.3. Attachment C: Bid Sheet
5. **CITY CONTACT AND PROHIBITED COMMUNICATION:** All requests, questions, and other communications about this solicitation shall be made in writing via the City’s Bonfire portal at <https://leandertx.bonfirehub.com/> to the City’s authorized contact:

Primary Contact:	Victor Castillo, Purchasing Manager City of Leander
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6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City’s acceptance of such as qualified and responsive.
 - 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the provision or service described herein.

- 7. BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make a verbal presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reference of Respondent and of Respondent's services;
- Quality of the Respondent's services;
- The extent to which the services meet the City's needs;
- Respondent's past relationship with the City;
- Any relevant criteria specifically listed in the solicitation to include, but not limited to, the results of the vendor's proposed program demonstration.

7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

- 8. COMMITTEE REVIEW:** An evaluation committee will review each response to determine the most highly qualified Respondent on the basis of demonstrated competence and qualifications using the following weighted criteria. A consensus score will be assigned to each response. A committee of City of Leander evaluators has been established to evaluate the Solicitation Responses.

Criteria	Possible Points
Background, Statement of Interest & Qualifications (Letter of Transmittal, Executive Summary)	10
Experience and Expertise (Personnel)	25
Project Methodology and Understanding (Local Presence and Understanding of City of Leander)	25
Sample Work Products	15
Pricing	25
References	Acceptable/Inacceptable
Total	100

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

- 9. AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <https://www.leandertx.gov/265/Bid-Notification>.

9.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

- 9.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of City employees and agents who may qualify as local government officers. Click here [Chapter 176, Texas Local Government Code](#), to review this requirement.
- 9.3. A completed CIQ Form, herein Attachment C, is required with each response.
- 9.4. Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.
10. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
- 10.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
- 10.1.1. Solicitation document, attachments and exhibits;
- 10.1.2. Solicitation addendums, if applicable;
- 10.1.3. City's Definitions, Terms and Conditions;
- 10.1.4. Successful Respondent's submission.
- 10.2. The initial term of the agreement shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Manager or designee, unless specified otherwise in the Scope of Work, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 10.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
- 10.4. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
11. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the deliverables, or the day on which the performance of services was completed or the day on which the City receives a correct invoice for the deliverables, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 11.1. There is a bona fide dispute between the City and Vendor concerning the deliverables or the services performed that causes the payment to be late; or
- 11.2. There is a bona fide dispute between the Vendor and a subcontractor concerning the deliverables or the services performed which caused the payment to be late; or

11.3. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

- 12. NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate sufficient funds, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

- 1. SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

Event	Event Date*
RFP Released	April 30, 2025
RFP Newspaper Publication	May 8, 2025
Deadline for Vendor Questions Submitted to the City of Leander	May 20, 2025 at 5:00PM
Questions and Answers to be posted on Bonfire	May 23, 2025 by 5:00PM
RFP Deadline (Via TEAMS link on Bonfire)	May 30, 2025 by 2:00PM
City Council Interviews with Selected Finalists	June 17, 2025
City Council Consideration and Contract Award	July 17, 2025
Services to begin upon execution of contract	

*The City of Leander reserves the right to change the dates in the Schedule of Events above upon written notification to prospective Vendors through a posting on the City of Leander website. It is the responsibility of interested Vendors to check the City of Leander website for all updates and changes.

All questions regarding the solicitation shall be submitted via website using the City of Leander e-Procurement Portal. The link is found at: <https://leandertx.bonfirehub.com/> by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted through the e-procurement system.

- 2. SOLICITATION UPDATES:** shall be submitted via website using the City of Leander e-Procurement Portal. The link is found at: <https://leandertx.bonfirehub.com/> by 5:00 PM on the due date noted above. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
- 3. RESPONSE SUBMISSION:** The City of Leander has a new e-Procurement Portal that will accept submission of the electronic response to this solicitation.

3.1. Submission Instructions:

- 3.1.1. Respondent shall upload response content using the City of Leander e-Procurement Portal. The link is found at: <https://leandertx.bonfirehub.com/>
- 3.1.2. **VENDOR REGISTRATION REQUIRED:** Prior to submitting your response, Respondents are required to register in the e-Procurement Portal. Registration is free and easy. Using this link (<https://leandertx.bonfirehub.com/login>) under the New Vendor Registration section, click on the "Create your free Bonfire account." Registration will allow you to submit your response to this solicitation.
- 3.1.3. When registering, have your Texas Vendor ID number, DUNS, and W-9 form ready.

- 3.1.4. If Texas ID number is unknown, enter the Federal Employer Identification Number.
- 3.1.5. Respondents will have the ability to modify their submissions up to the Response Due Date in the e-Procurement Portal.
- 3.1.6. Responses received after this time and date shall not be considered.
- 3.1.7. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.1.8. Telephone or faxed Responses will not be considered.
- 3.1.9. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 3.1.10. Interested Respondents are encouraged to register in advance and submit their intent to bid notification, if requested on the e-Procurement Portal.
- 3.2. Submission Support:
 - 3.2.1. The City of Leander e-Procurement Portal is compatible with the following browsers: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Browser cookies and JavaScript must be enabled on the browser. Submission by other methods will not be accepted unless non-electronic samples are required for this solicitation.
 - 3.2.2. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submissions or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.
 - 3.2.3. Support through Bonfire or the City of Leander is not guaranteed one hour prior the submission due date. Interested Respondents are encouraged to begin the submission process one week prior to the bid due date. This allows time to troubleshoot any submission issues.
- 4. **AGREEMENT NEGOTIATIONS:** In establishing an agreement as a result of the solicitation process, the City may:
 - 4.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
 - 4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 4.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 4.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 4.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 4.5.2. The City shall continue this process until an agreement is entered into or until all negotiations are terminated.
 - 4.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- 5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 5.1. Identify specific milestones, goals and strategies to meet objectives.
 - 5.2. Provide City contact(s) information for implementation of agreement.
- 6. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a

response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **INTRODUCTION:** Leander is located in the northern Austin metro area and offers stunning views, a vibrant culture, and easy access to Central Texas' Tech Hub. The City is known for its high quality of life, exceptional schools, strong community pride, and low crime rate. Leander currently has a population of approximately 90,000 residents with a capacity for over 200,000 residents as the City's growth has significantly impacted the local economy and housing market, offering new and modern homes at affordable prices in safe, pristine neighborhoods. Peaceful and family-friendly, Leander residents enjoy beautiful scenic vistas, the Texas Hill Country, community events, and thriving business opportunities.
2. **SCOPE OF WORK AND DELIVERABLES:** The City of Leander seeks to enter into an agreement with a qualified Respondent to develop and provide the Community Brand Strategy. The Respondent must be able to research, create, and develop a plan for the creation and implementation of the Community Brand Strategy through input from City staff and public engagement.

The City's Community Brand Strategy scope of work shall include the following deliverables:

- **Strategic Direction** – Define the City of Leander's official brand and strategic direction for desired outcomes of increased public recognition, consistency, and demonstration of the organization's mission and vision.
- **Brand Authenticity** – Build a brand that accurately reflects the City's culture, values, and people. The brand must be unique, attractive, and demonstrate transparency, credibility, and personality to invoke trust and inspire engagement from all members of the community and general public.
- **Community Engagement** – Build a brand that is community-driven and endorsed. Development of the brand must involve input from residents, businesses, visitors, City staff, and community partners through means of public engagement.
- **Community Pride** – Build a brand that establishes the City of Leander as the pinnacle of excellence for other cities. The brand should evoke community pride, business attraction and retention, and position the City as a desirable place to live, work, and play. The brand should signify the City of Leander as a premier community with exceptional high quality of life in Texas.
- **Brand Guidelines** – Develop guidance outlining the proper use of the brand to ensure continuity, consistency, and strengthening of the brand. Provide documentation of logo and sub-branding; color usage; typography options; illustration and photographic styles; proper use of logos, taglines and fonts; use of infographics; brand positioning; core brand pillars; and samples/templates for signage, digital content, and other materials.
- **Brand Adaptability** – Build a brand that may be modified for use in various methods and situations including flexibility for each City department and/or program following brand guidelines.
- **Public Awareness Campaign** – Develop a public awareness campaign to build awareness and understanding of the new brand. The campaign should include a detailed action plan and timeline for the implementation of the brand.
- **Copyright** – The City will have exclusive rights and trademarks to the Community Brand Strategy specified herein created by the successful Respondent(s). Respondent(s) use of

the Community Brand Strategy will be limited to portfolio purposes and non-commercial uses.

3. **PROJECT BACKGROUND:** The City of Leander currently uses a brand guide which includes a logotype, typography, and a color kit that aims to represent the essence of the City of Leander. The development and implementation of a new community brand should help the City enhance its marketability and provide full opportunities for the public to share their views and to influence the outcome of the branding initiative process.
4. **BUDGET ALLOCATION/FINANCIAL CONSIDERATION:** Funding for the development of the Community Brand Strategy and all its components will include a maximum budget of \$35,000 from the City of Leander. The City has the discretion to consider additional budgetary needs in the pursuit of a high quality community brand strategy. All use of the funding must be in accordance with the terms and Scope specified herein.
5. **PROJECT MANAGEMENT:** It is intended that a team of City staff will lead the overall branding initiative to ensure the project objectives are met. However, the successful Respondent(s) shall support staff in all aspects of the project. City staff will provide regular updates to the City Council on the development of the branding initiative; and the Respondent(s) may be requested to participate in those regular updates. Additionally, City staff will assist the Respondent(s) in facilitating interactions with appropriate City staff members, City Council members, committee members should a Steering Committee be appointed, and other key stakeholders. The successful Respondent(s) will be responsible for regular, monthly updates/communication with staff regarding the status of the Community Brand Strategy. Respondent(s) should propose a schedule of routine progress reports as part of a Response. City staff may, at any time, request an interval progress report. Milestones for completion of various aspects of the update must be included within the project timeline. Invoices and Payment Requisitions will only be processed following the successful completion of a task. At no time will the City be responsible for payment if all aspects of a task are not complete. The final contract and project management plan must be itemized and clearly describe the definition of successful completion of each task.

The successful Respondent(s) shall meet with City staff at the onset of the project to discuss the Community Brand Strategy and obtain research materials. Communication by the successful Respondent(s) shall continue with City staff throughout the project to obtain additional information.

Throughout the project, the successful Respondent(s) shall coordinate with City staff to discuss the project, as needed, and shall provide City staff with a draft of all Community Brand Strategy elements (see below). This step allows City staff an opportunity to review and provide feedback on the project, ensuring that the direction is correct and that any missing or additional information can be incorporated into the drafts.

6. **PUBLIC PARTICIPATION PLAN:** Public participation is essential to the development of the City's Community Brand Strategy and goals of the overall branding initiative. It is expected that the successful Respondent(s) will meet and interact with residents, community partners, businesses, neighborhoods, outside communities, and City personnel across all departments to articulate and reflect community dialogue and consensus within the final Community Brand Strategy.

The City of Leander will provide a comprehensive list to the selected successful Respondent(s) identifying the individuals and organizations that are to be included in the external and internal outreach. The goals of the outreach shall be to:

- Provide the public with information so they can understand the purpose, process, and values of the project, and can participate effectively.
- Provide full opportunities for the public to share their views and to influence the outcome of the branding initiative process.

- Build consensus and public support for the vision and goals of the branding initiative and of the entity charged with developing and implementing the Community Brand Strategy.
- Provide City staff with a market research study to determine the view/perception of the City, among members of the community, neighborhoods, businesses, cultural centers, outside communities, and City personnel.

7. **PRESENTATIONS AND COMMUNICATIONS**: The successful Respondent(s) will present the final Community Brand Strategy and implementation strategy to the City Council as well as other applicable City staff or applicable committees as defined by the final scope of work. Additionally, the successful Respondent(s) will work with staff to communicate with project stakeholders and various committees throughout the process, and to present intermediate deliverables and related information.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS**: To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed twenty (25) pages** in length (excluding title page, index/table of contents, work sample attachments (on flash drive) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper.

The Respondent shall be submitted via website using the City of Leander e-Procurement Portal. The link is found at: <https://leandertx.bonfirehub.com/>.

If supplemental materials are included with the Response the supplemental materials shall be submitted via the City's Bonfire e-Procurement Portal. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.
- 1.2. Letter of Transmittal (1 page) – Identify the services for which solicitation has been prepared.
 - 1.2.1. Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified.
 - 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
 - 1.2.3. The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.
- 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.
- 1.4. Executive Summary – Provide an Executive Summary of the major features of the Response, including any conclusions, assumptions, and general recommendations the Respondent desires to make. The summary should include the name of the project lead who will work on the contract and relevant project experience and point of contact and/or project manager for questions.
- 1.5. Relevant Experience – List separately three (3) to five (5) case study summaries similar in nature to this project within the last ten (10) years, and the name and telephone number of

the principal client for each case study summary. Two (2) examples of these case study summaries shall be samples of a successfully completed community branding initiative.

- 1.6. Project Methodology – Provide a written narrative detailing your Firm's understanding of and approach to the Project. Outline, in detail, the tasks your Firm will perform to produce information and services requested in the Scope of Work provided in this RFP. Indicate if any additional tasks are necessary. Explain how your Firm will ensure that the project methodology incorporates all required deliverables. Include a breakdown by task indicating the staff to be assigned and their roles and responsibility. Identify if the main Firm or subconsultant will be responsible for any deliverables.
- 1.7. Ability to Meet Deadlines – Include a timeline demonstrating the Firm's ability to meet deadlines for accomplishing the Scope of Work identified in this RFP, estimating the amount of time it would take to complete each task listed under the Scope of Work provided in this RFP. Identify previous projects your Firm has completed on schedule and/or ahead of schedule in the last ten (10) years and provide the client contact information for those specific projects.
- 1.8. Qualifications of Key Personnel – Provide a brief history of the organization and explanations of unique qualifications for consideration. Information shall provide length of years in business. Document how key personnel possess necessary experience and knowledge of graphic design, marketing, communications, public relations, branding, or similar area. Document how key personnel possess necessary qualifications or means of inclusive engagement with people from a variety of backgrounds, languages, and physical abilities. Document how key personnel have demonstrated proven history of experience in the development of strategic community branding initiatives and engagement with both internal and external stakeholders. Provide the names with resumes and/or relevant experience of any personnel who will be assigned to any part of the Project, including the project manager. Include a description of the project manager's experience with similar projects.
- 1.9. Local Presence and Understanding of City of Leander – Document if your firm does or does not have a principal place of business or a satellite office in the Greater Austin Area. If your firm does not have a principal place of business or a satellite in the Greater Austin Area, document if your firm is located within the State of Texas. Provide a summary of your firm's knowledge and understanding of the City of Leander.
- 1.10. References – A reference list of clients with contact names, telephone numbers, and email addresses.

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
https://library.municode.com/tx/leander/codes/code_of_ordinances?nodeId=CH9PE_ART9.05COET

Sec. 9.05.007 Persons doing business with the city

(a) Persons seeking discretionary contracts.

- (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in sections 9.05.004 and 9.05.005 of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.

City of Leander,

For the past 17 years, CivicBrand has refined its processes, team, and tools, becoming a leader in engagement, place branding, placemaking, and destination marketing.

For the first 12 years, our agency was based in Dallas, Texas, and we are now fully remote, with team members distributed across the country. We have deep familiarity with the greater Austin area, gained through nearly two decades of work. Additionally, we are a subconsultant on a project team currently interviewing for your Comprehensive Plan. We believe it is essential that the engagement processes for both the Comprehensive Plan and the Branding Project are highly coordinated. Two of the project leads on the Comprehensive Plan team at Verdunity bring extensive experience, with one team member, Marshall Hines, residing in Leander, Texas.

We are excited about the opportunity to partner with you and your community!

A stylized, handwritten signature in black ink, appearing to read 'BSH' with a long horizontal stroke extending to the right.

Ryan Short
CEO, CivicBrand



On behalf of Guide Studio, we are pleased to submit our proposed approach and qualifications for developing a Community Brand Strategy for the City of Leander, Texas.

Branding a city is not just about creating a logo or slogan — it's about shaping the way people understand, experience, and engage with a place. A strong municipal brand serves as a strategic framework that drives civic pride, enhances communication, and positions the city for economic development and long-term growth. For a fast-growing community like Leander, this effort presents a powerful opportunity to define your identity with intention and inspire your residents, staff, and partners with a clear and consistent story.

Why Guide Studio?

At Guide Studio, we specialize in branding for municipalities and place-based organizations. We've spent more than 25 years helping cities articulate who they are, what they value, and how they want to be seen. Our methodology, **Design With Direction®**, goes beyond marketing to build a strategic foundation that unites staff, inspires public trust, and sets your city apart.

What makes us different is our ability to not only develop a meaningful brand, but also to guide its integration across departments, communications, and community experiences. We don't just hand over design files, we equip cities with the tools, templates, and training to confidently activate and manage their brand long after launch.

We also know that branding is only successful when it reflects the people it serves. Our approach engages diverse voices through qualitative and quantitative research, uncovering insights that drive authentic messaging and strong community alignment. We work behind the scenes as strategic partners, amplifying your voice rather than inserting our own.

Our Experience and Commitment

We have successfully led branding initiatives for cities ranging from Keene, NH and Hagerstown, MD to Longmont, CO and Cheyenne, WY. Communities that, like Leander, are balancing growth with the desire to preserve their unique identity. Our work is deeply rooted in municipal governance, ensuring that your brand isn't just beautiful, but operationally useful and strategically grounded.

With this proposal, we commit to:

A strategic, efficient process that builds consensus and keeps your team aligned from start to finish

Design solutions that celebrate what makes Leander distinctive

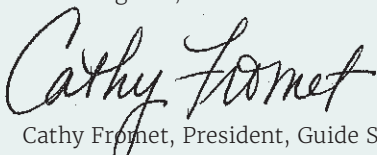
Practical tools and implementation support that help your staff confidently manage the brand over time

Flexible systems that can adapt across departments, audiences, and future needs

Our Promise

The following proposal outlines how we will approach your Community Brand Strategy — from engagement and research to brand development and roll out planning. We are confident in our ability to deliver on the City's goals and provide a brand that will grow with you.

Warm regards,



Cathy Fromet, President, Guide Studio
cathy@guidestudio.com



May 30, 2025

Victor Castillo
Purchasing Manager
City of Leander
105 N Brushy Street
Leander, Texas 78641

Locality Studio LLC
5850 Macklind Avenue
St. Louis, MO 63109
www.LocalityStudio.com
katie@localitystudio.com
314-440-5676

RE: REQUEST FOR PROPOSAL - COMMUNITY BRAND STRATEGY

Dear Mr. Castillo,

Locality Studio is excited to submit a proposal for the City of Leander's RFP. We believe that Leander, with its scenic vistas and place within Texas Hill Country, family-friendly atmosphere, and proximity to the Austin metro area, deserves a community brand to match. In taking the time to review the project background, we understand your goal create a brand strategy that is authentic, adaptable, rooted in community engagement, and boosts community pride. We thoroughly understand the effects branding can have on a city, especially when wanting to attract new residents, businesses, and tourists. It would be a pleasure to assist you in showcasing your community's story and creating a brand strategy which results in a shared experience by everyone in Leander.

At Locality Studio, we consider ourselves "Creatives for Places," working with local governments, nonprofits, quasi-governmental entities, small businesses, and more on branding, graphic design, web design, and public engagement. Community is key in our work as we aim work with and for communities in physical and digital spaces.

Over the years, Locality Studio has designed a multitude of brands for our clients. With each project, we dive into the client's history, mission, values, services, and more. We often have meetings and/or interviews with staff or stakeholders, and develop online surveys to gather input, amongst other engagement opportunities. Final projects include drafts, options, revisions, all file formats, style guides, and training.

Our most recent municipality branding project is wrapping up, for the Town of Belchertown, Massachusetts. We conducted a thorough research and engagement phase, visiting the town for a tour and in-person community open house. After a process of design options and revisions, the Select Board recently approved the final logo design after the town received over 300 votes amongst the two logo options. We're finishing up the brand guidelines document and sub-logos for their departments. We've included our work thus far on this project within this proposal. Locality Studio also just kicked off another rebranding project for the City of Union, Missouri.

Other recent branding projects have included North Country Rural Development Coalition, Georgetown, Texas' 175th Anniversary brand as well as an update to their City Seal, and Arlington, and Massachusetts' 250th Celebration brand. Our work with local governments and similar groups runs deep as Locality Studio is rooted in urban planning---we understand the in's and out's of your functionalities, organizations, and relationships with your community. We are the contracted graphic designer for many municipalities across the country (many for over three years!) such as the City of Virginia Beach, City of Georgetown, TX, and Village of Lindenhurst, IL. Many have involved branding work as well. You can see our process and examples in this proposal.

Surprisingly, Locality Studio knows a lot about the Hill Country having the City of Georgetown, Texas and Liberty Hill Independent as clients for over four and three years, respectively. Our work with them has required learning about local areas, brands, businesses, and more. I look forward to visiting Leander, as it has been awhile since I was in the Austin area! Visit LocalityStudio.com to learn more about us and see additional work examples. Thank you for taking the time to consider our proposal, and please let us know if you need further information to help you make your decision.

Thank you,

Katie McLaughlin
Founder and Creative Director
of Locality Studio, LLC