



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, July 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**

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Convene into Executive Session pursuant to:
 1. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of property for public purpose; and
 2. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding emergency management processes.

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

1. Acquisition of property for public purpose; and
2. Emergency management processes.

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.

- Presentation of the \$100,000.00 check from the Lower Colorado River Authority from their Firm Water Conservation Cost-Share Program for their cost contribution towards our Advanced Metering Infrastructure System Project (CIP W.42).

8. Staff Reports

- July 4, 2025 Flood Disaster update: including what has been done and next steps.

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on July 1, 2025.

10. Award of Solicitation CIP25-004 to Applied Research Associates (ARA), Inc. in the amount of \$286,539.34 for pavement assessment and five-year (5) management plan development; and authorize the City Manager to execute any and all necessary documents.
11. Approval of the Brushy Creek Regional Utility Authority (BCRUA) annual operating, debt service, and capital projects budget for Fiscal Year 2026.
12. Approval of the extension of the approval of Subdivision Case 19-TOD-PP-013 Tylerville NW Subdivision Preliminary Plat on one (1) parcel of land 9.2 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R031694; and generally located northwest of the intersection of San Gabriel Parkway and US 183, Leander, Williamson County, Texas.
13. Authorize Purchasing Agreement L00431 by and between the City of Leander and the Municipal Emergency Services, Inc. for the purchase of tools, firefighting equipment and personal protection equipment maintenance, replacement, and repair services with Sourcewell, Contract numbers 011124-MES, 011824-MES, 020124-MES, and 010424-MES for three (3) years for a total of 900,000.00 utilizing a Cooperative Purchasing Program; providing for an effective date; and authorize the City Manager to execute any and all necessary documents
14. 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.
15. 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.
16. Acceptance of public infrastructure improvements associated with Subdivision Case PICP-23-0091 Northline, Block L for streets, stormwater/drainage, water, and wastewater improvements.
17. Approval of the Roadway Impact Fee (RIF) Offset Agreement for the Northline Subdivision for the expansion of roadway improvements to the northern half of College Way from Weathersby Street to the 183A Toll Road to reduce the RIF paid at the time of building permits to reflect the value of the expansion pursuant to Article 12.08 of the Code of Ordinances; and authorize the City Manager to execute any and all necessary documents.

REGULAR AGENDA

18. 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 $\pm$ 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 CR 175, Leander, Williamson County, Texas.
19. Discuss and consider action on Meet and Confer Agreement by and between City of Leander and Leander Law Enforcement Association for a term of three (3) years effective October 1, 2025.
20. Discuss and consider action on a Resolution directing publication of notice of public hearing and intention to issue combination tax and revenue certificates of obligation.
21. Discuss and consider the appointment of Richard Schaffner as the Citizen Director to the Board of Directors of the Brushy Creek Regional Utility Authority (BCRUA) to fill an unexpired term expiring June 30, 2026.
22. Discuss and consider action on a Resolution promoting water conservation and stormwater retention through the expansion of the City's rain barrel program.
23. Council Member Closing Statements.
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 11 day of July 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
7/17/2025

AGENDA SUBJECT:

Approval of the minutes for meeting held on July 1, 2025.

BACKGROUND:

Attached are the minutes for the meeting held on July 1, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 07.01.2025



**MINUTES
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**

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:01 p.m.

2. Roll Call.

Roll call reflected all present with Councilmember Ross absent.

3. Laluna Fields Public Improvement District

Discussion included: site location; proposed land use; proposed City park; off-site roadway improvements; current preliminary plat; builder; proposed PID application including estimated sources and uses; PID financing assumptions; anticipated buildout; and tax stack.

Briefing workshop adjourned at 6:58 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:16 p.m.; Victoria Chadro with Leander Bahia Community provided the invocation and Mayor DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present with Councilmember Ross absent.

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.]

None

7. Recognitions/Proclamations/Visitors.

- City of Leander New Hires and Promotions

8. Leander Chamber of Commerce mid-year update.

Update included: future offices; new lunch format; "Out of the Blue Visits"; ribbon cuttings; workshops; microgroup sessions; Living Leander and Visit Leander magazines distribution; major events; future events; and providing information to bring about economic development.

CONSENT AGENDA: ACTION

[Mayor DeLisle stated items 13 and 14 have been pulled by the applicant from the agenda and will be on the July 17, 2025 agenda.]

Motion: Approve consent items 9 through 12 and 15.

By: Mayor Pro Tem Thompson

Seconded: Councilmember McDonald

Vote: 6 - 0

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.

This item was postponed until the July 17, 2025 regular meeting at the request of the applicant.

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.

Motion: Approve Ordinance Case OR-25-0032 with the change, maximum height of the fence wrap is eight (8') feet, following discussion.

By: Mayor DeLisle

Seconded: Councilmember Chang

Vote: 6 - 0

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.

Motion: Approve the Resolution in support of the construction of the Hero Way East Phase 2 Eastbound Frontage Road project, following discussion.

By: Councilmember McDonald

Seconded: Mayor DeLisle

Vote: 6 - 0

[Council took a brief recess at 7:44 p.m.; reconvened in open session at 7:59 p.m.]

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

Following the presentations and discussions, ballots were presented to the Council to rank the finalists in order of 1 to 3 with 1 being best.

No action taken.

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.]*

- Remove future agenda items.

22. Council Member Closing Statements.

Michael Herrera commented on upcoming Divine Lake Park fireworks.

David McDonald stated hope to see everyone at Liberty Fest on Thursday, July 3rd.

Christine DeLisle stated tonight's dinner came from Southern's Pizza; reminded everyone to shop locally; a proclamation was issued for Parks & Recreation Month; thanked the Parks & Recreation Department for all the work they do; and reminded everyone of Liberty Fest Thursday, July 3rd at Divine Park.

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.

Executive session was pulled from the agenda.

24. Adjournment

Adjourned at 9:09 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
7/17/2025

AGENDA SUBJECT:

Award of Solicitation CIP25-004 to Applied Research Associates (ARA), Inc. in the amount of \$286,539.34 for pavement assessment and five-year (5) management plan development; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

FY 2025 Budget has allocated funds for a comprehensive Pavement Assessment and Management Plan. This study is done approximately every five years to assess the condition of the City's pavement conditions and develop a five-year (5) Maintenance Plan which helps the City to plan and prioritize future roadway rehabilitation projects.

Solicitation CIP25-004 was issued for the Pavement Assessment and Management Plan in January 2025 through:

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

1,815 vendors were notified directly of the solicitation. Twelve (12) responses were received. After extensive review, the highest-scoring submittal was provided by Applied Research Associates, Inc (ARA).

The recommended firm will perform a pavement condition assessment of all City-owned streets using automated data collection vans equipped with a 3D scanning laser system which is capable of capturing detailed images and measurements to determine and measure distresses present in the roadways. Based on the current City's street inventory data, approximately 352 centerline (CL) miles are expected to be surveyed. This total includes 246 CL miles of local streets, 59 CL miles of collector streets, and 47 CL miles of arterial streets.

After the survey, the Pavement Condition Index (PCI) will be calculated for each pavement segment. The PCI is a numerical rating system used to assess the condition of pavement surfaces. It ranges from 0 to 100, where 100 represents a pavement in excellent condition and 0 indicates a completely failed pavement. In the 2021 survey, the City's average PCI was 84.3, with a total of 279 centerline miles of roadways surveyed.

Based on calculated PCI values, pavement age, current and forecasted budget, a matrix of pavement preservation and rehabilitation techniques will be developed. The matrix will be used in the prioritization of roadway repairs and development of the five-year (5) Maintenance Plan. Various budget models will also be run to determine budget needs to achieve various performance targets for the City. Results of the pavement assessment and

recommendations for the pavement management plan will be presented to the City Council through a workshop session. A scope and fee proposal have been negotiated for review and consideration and is attached herein.

HISTORY/TIMELINE:

2015 - City conducted the first pavement condition assessment of 172 centerline miles in the amount of \$86,886.00.

2020 - Pavement condition assessment of 279 centerline miles in the amount of \$162,500.00.

2021 - Due to Winter Storm Uri, the City conducted another pavement condition assessment to compare to the recently performed assessment and to determine any needed adjustments to the maintenance plan due to damage from the ice storm.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$286,539.34
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:

1. RFQ Scoring Matrix
2. Pavement Management Study Agreement

Scoring Summary

	Total	Relevant Qualifications and Experience	Available Resources and Location	Methodology, Approach and Timeline	Qualifications
Supplier	/ 100 pts	/ 50 pts	/ 20 pts	/ 30 pts	Pass/Fail
Applied Research Associates, Inc.	93.67 pts	47 pts	18.33 pts	28.33 pts	Pass
Fugro USA Land	90 pts	46.33 pts	19.33 pts	24.33 pts	Pass
Halff	85.33 pts	41.67 pts	18.33 pts	25.33 pts	Pass
Michael Baker International, Inc.	85 pts	42.67 pts	17.33 pts	25 pts	Pass
Roadway Asset Services, LLC	82.33 pts	41.33 pts	17.67 pts	23.33 pts	Pass
Kimley-Horn and Associates, Inc.	82 pts	41.67 pts	18.33 pts	22 pts	Pass

	Total	Relevant Qualifications and Experience	Available Resources and Location	Methodology, Approach and Timeline	Qualifications
Supplier	/ 100 pts	/ 50 pts	/ 20 pts	/ 30 pts	Pass/Fail
HVJ SOUTH CENTRAL TEXAS - M&J, INC.	79 pts	40.33 pts	19.33 pts	19.33 pts	Pass
IMS	76 pts	39.67 pts	15 pts	21.33 pts	Pass
WSB LLC	72.33 pts	38.33 pts	17.33 pts	16.67 pts	Pass
Garver	68.33 pts	37.67 pts	16.67 pts	14 pts	Pass
Pape-Dawson Consulting Engineers, LLC	64 pts	33.33 pts	17.33 pts	13.33 pts	Pass
Bye UAS Inc. dba Silent Falcon UAS Technologies	61.67 pts	30 pts	13.33 pts	18.33 pts	Pass

CITY OF LEANDER
PROFESSIONAL SERVICES AGREEMENT - ENGINEER
SINGLE PROJECT
APPLIED RESEARCH ASSOCIATES, INC.

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS AGREEMENT, is made and entered into this day by and between the City of Leander, a home rule municipal corporation, organized and existing under the laws of the State of Texas, acting by and through its duly authorized representative, and hereinafter referred to as the OWNER, and Applied Research Associates, Inc., acting by and through its duly authorized representative, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER has determined the need to undertake the following project planning, design, and engineering services for pavement assessment and management five-year plan (the "PROJECT"); and

WHEREAS, to address the PROJECT needs, the OWNER requires professional engineering and associated services; and

WHEREAS, the ENGINEER, having professional and technical employees versed in fields of endeavor appropriate for the conduct of the PROJECT including employees duly licensed and registered to practice engineering in the State of Texas, and employees or Subconsultants duly licensed and registered in the State of Texas to provide land surveying and other required professional services, and has the professional abilities and expertise to undertake the required services; and

WHEREAS, the ENGINEER has agreed to provide professional engineering and related services for PROJECT, as is more fully set out in Exhibit "A";

NOW THEREFORE, the OWNER and the ENGINEER, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services to be furnished or rendered by the ENGINEER and to the payment for these services by the OWNER, as set forth above and hereinafter.

SECTION I
EMPLOYMENT OF THE ENGINEER
AND PERFORMANCE OF SERVICES

A. GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform the professional engineering and other professional services as stated in Exhibit "A" and in the Sections to follow; and, in rendering such services, the OWNER agrees to compensate the *City of Leander Professional Services Agreement – Engineering Single Project 5.2023*

ENGINEER in an amount not to exceed two hundred eighty-six thousand five hundred thirty-nine dollars thirty-four cents (\$286,539.34), as further described in Section VI. ENGINEER shall complete the Basic Services by twenty-four (24) weeks after the date of agreement execution, in accordance with the schedule, if any, set forth in Exhibit "A". ENGINEER shall report to OWNER'S designated representative for the PROJECT (see Section IV also). To the extent of any conflict between the terms of this AGREEMENT, and the provisions set forth in Exhibit A, the terms of this AGREEMENT shall control. The OWNER reserves the right to issue Task Orders after the initial PROJECT completion for resurveying and updating the pavement management plan for a term of five (5) years with no option of renewal.

B. GEOTECHNICAL LABORATORY SERVICES

If geotechnical laboratory services are provided for the PROJECT through this AGREEMENT, either by the ENGINEER or its subconsultant(s), these services shall be performed by a laboratory accredited, in soils or geotechnical testing as appropriate, by the American Association of Laboratory Accreditation or by the American Association of State Highway and Transportation Officials. The ENGINEER agrees to provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

**SECTION II
BASIC PROJECT SERVICES OF THE ENGINEER**

The ENGINEER shall serve as the OWNER'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies; and, will give consultation and advice to the OWNER during the performance of its services.

The ENGINEER shall, in the scope of its work, perform the services described in Exhibit "A" which shall be attached hereto and incorporated herein for all purposes as the PROJECT. ENGINEER shall only commence the work described in Exhibit "A" as authorized by the OWNER (in subsequent written authorizations to proceed) as described hereinafter. All work performed in connection with this AGREEMENT shall be performed in accordance with the care and skill ordinarily used by members of ENGINEER'S profession practicing under the same or similar circumstances at the same time and in the same locality, and within the time periods for the completion of the services required by this AGREEMENT. Once ENGINEER is authorized to perform services, ENGINEER shall commence the performance of the services within 10 days following authorization and shall diligently pursue the same to completion in a timely manner. If a time period for performance of the services is not set out herein, OWNER and ENGINEER may hereafter agree upon the time period for the completion of services in writing, which shall be attached to and become a part of and incorporated to this Agreement by reference.

As part of its Basic Services, ENGINEER shall provide OWNER on completion of any design, or any phase of a design, with the number of sets of plans for OWNER's use agreed to by OWNER and ENGINEER, but in no event fewer than five (5) sets (unless otherwise

approved in writing by OWNER), and sufficient sets for the use of Contractors and subcontractors in bidding out the PROJECT, if applicable. ENGINEER may establish a fee to Contractors or subcontractors for complete sets of plans to be used by them as part of the bid process in accordance with customary practice within the area in which the PROJECT is located.

All plans provided in connection with this AGREEMENT shall be certified by the ENGINEER as complying with all applicable Federal, State and local laws, and shall be signed and sealed by the ENGINEER. The plans, specifications and data provided by ENGINEER shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the OWNER and ENGINEER. All subconsultants that perform a component of the design services required under this AGREEMENT, shall similarly prepare a plan showing their portion of the design work, as appropriate, which is similarly certified to, signed and sealed by the subconsultant.

The OWNER acknowledges that ENGINEER has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the ENGINEER are for informational purposes only and are not guarantees.

SECTION III CHANGES IN WORK SCOPE

OWNER, without invalidating this AGREEMENT or the PROJECT, may order changes within the general scope of the PROJECT by altering, adding to and/or deleting or deducting from the PROJECT to be performed. If any changes made under this clause to the PROJECT cause an increase or decrease in the ENGINEER'S cost of, or the time required for, the performance of part of the PROJECT, an equitable adjustment will be made by mutual written agreement and Exhibit "A" and the PROJECT will be modified in writing accordingly. All such changes shall be under the conditions of the original Agreement. Notwithstanding the foregoing, should the PROJECT be changed or amended due to some error on the part of the ENGINEER, the only equitable adjustment that will be made shall be to the benefit of the OWNER.

SECTION IV ADDITIONAL SERVICES OF THE ENGINEER

If ENGINEER determines that services outside the scope of PROJECT ("Additional Services") are required or recommended, or that ENGINEER is being asked by OWNER to perform services not covered by PROJECT, ENGINEER shall notify OWNER that such services are Additional Services, and the cost associated with their performance prior to undertaking them. If changes deduct from the extent of the PROJECT, the contract sum shall be adjusted accordingly. All such changes shall be under the conditions of the original Agreement. Any

provision in this Agreement to the contrary notwithstanding, OWNER shall not be liable to ENGINEER for the costs of any Additional Services in connection with the PROJECT unless OWNER has agreed in writing to the performance of the services, which have been identified to OWNER as Additional Services, including the cost for such services, prior to the commencement of such services.

SECTION V THE OWNER'S RESPONSIBILITIES

The OWNER will:

- A. Provide information as to its requirements for the PROJECT to the best of OWNER's knowledge.
- B. Designate the OWNER'S REPRESENTATIVE for this PROJECT. ENGINEER understands and agrees that ENGINEER shall obtain instruction and direction of the services to be performed hereunder only from OWNER's designated OWNER'S REPRESENTATIVE or other representative designated by OWNER in writing. ENGINEER shall not perform services directed or requested by any other person, unless approved by OWNER'S REPRESENTATIVE or other designated representative in writing. In the event ENGINEER is uncertain whether or not it is authorized to perform services, ENGINEER shall seek confirmation from OWNER'S REPRESENTATIVE or other designated representative.
- C. Assist ENGINEER by placing at its disposal available reports and other data relevant to the development of the PROJECT which OWNER has had performed in connection with the property or the PROJECT by other service providers.
- D. Assist ENGINEER in gaining entry to public and private property as may be required by the ENGINEER in the performance of their services under this AGREEMENT.
- E. Examine all studies, reports, sketches, estimates, proposals and other documents presented by the ENGINEER and render decisions pertaining thereto within a reasonable time so as not to unreasonably delay the services of the ENGINEER.
- F. Furnish, or direct ENGINEER (by way of written Supplemental Amendment to this AGREEMENT (see Section VI) to provide necessary Additional Services as stipulated in Section III of this AGREEMENT or other services as may be required by the OWNER.

SECTION VI PAYMENTS TO THE ENGINEER

- A. OWNER agrees to pay the ENGINEER as full compensation for the professional engineering and associated services herein contracted for as follows:

1. Basic Services: The total fee for all tasks identified in Exhibit "A" shall not exceed the amount set out in Exhibit "B" ("Basic Services Fee"). Compensation for Services will be reimbursed on a unit price per unit of work basis in accordance with the defined unit prices detailed in Exhibit "B" and will not exceed the Basic Services Fee. Unless otherwise agreed to by the parties in writing, reimbursable expenses, including, but not limited to copying charges, long-distance phone calls, travel expenses, will be included within the Basic Services Fee. If the parties agree that reimbursable expenses are to be billed separately, they shall also itemize the expenses that will be reimbursed and agree on a not-to-exceed amount for such reimbursable expenses and that such expenses shall be invoiced at direct cost with no overhead mark-up.

2. Additional Services: Compensation will be charged based on the actual hours expended by ENGINEER'S personnel and billed at ENGINEER'S Standard Hourly Rates identified in Exhibit "B" attached hereto and incorporated herein for all purposes.

B. METHOD OF PAYMENT

1. Payments on account of ENGINEER'S work on the PROJECT shall be made to ENGINEER within 30 days after invoice is received and approved by OWNER for payment, subject to the terms of this AGREEMENT.

2. For all services rendered, payment for undisputed amounts is due as provided above, subject to the rights and remedies of OWNER. Invoices for payment of services shall not be submitted to OWNER more frequently than once per month. Billing shall include reasonable documentation of cost of services rendered during the previous month in such form and with such content as OWNER may reasonably require. Interest shall accrue on undisputed amounts which have not been paid in accordance with the provisions of this AGREEMENT and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, as amended, unless delay in payment is due to the fault of ENGINEER including improper, contested or inadequate billing procedures followed by the ENGINEER, or the exercise of any rights or remedies by OWNER under the terms of this AGREEMENT.

3. Invoice amounts in excess of the maximum not-to-exceed amount(s) identified above, incurred prior to OWNER'S written consent shall be at ENGINEER'S risk and OWNER is not obligated to pay such billings or expenses. ENGINEER shall closely monitor the amount of their work and notify OWNER within five (5) working days when expenditures for any phase of work reaches eighty (80) percent of the maximum not-to-exceed amount(s) identified herein. Nothing herein shall be construed to require the OWNER to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.

4. For all services rendered, ENGINEER'S payment to subconsultants is due within ten calendar days after receipt of payment from the OWNER and, when appropriate, OWNER may issue joint checks to the ENGINEER and subconsultants.

5. Cost of services furnished by subcontractors or subconsultants on shall be reimbursed at invoice cost, unless otherwise agreed to by the parties in writing.

SECTION VII TERMINATION AND DEFAULT

The OWNER shall have the right to terminate this AGREEMENT at any time after thirty (30) days notice to the ENGINEER. OWNER shall pay the ENGINEER for services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all work and documents prepared to that point. Payment to the ENGINEER of lump-sum not-to-exceed amounts shall be proportional to services performed to the date of termination. OWNER will pay a proportionate share for the partially completed work product of any partially completed unit of work thorough the date of termination. The value of such partially completed unit of work will be determined by OWNER based on actual costs incurred. In no case will the compensation paid to ENGINEER for partial completion of the PROJECT exceed the amount the ENGINEER would have received had the PROJECT been completed.

In the event OWNER, through no fault of ENGINEER, fails to perform one or more of its obligations under the terms of this Agreement, ENGINEER shall provide OWNER with written notice of the default, and a reasonable opportunity to cure the same, but in no event shall such cure opportunity be less than thirty (30) days. If OWNER fails to cure a material default, or to initiate appropriate action to cure a material default, within such cure period, then ENGINEER shall have the right, as its exclusive remedy, to terminate this Agreement, in which event OWNER shall be liable to ENGINEER for all services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER shall be proportional to services performed to the date of termination calculated in accordance with the previous paragraph.

In the event ENGINEER, through no fault of OWNER, fails to perform one or more of its obligations hereunder or defaults under the terms of this AGREEMENT, OWNER shall provide ENGINEER with notice of the default, and a reasonable opportunity, not to exceed thirty (30) days to cure the same. In the event a cure is not effected during such cure period, OWNER, in addition to any other rights and remedies

provided by this AGREEMENT, shall have the right to pursue one or more of the following: (a) terminate this AGREEMENT, (b) withhold payments due to ENGINEER until the default is cured to OWNER's satisfaction, or (c) pursue any rights and remedies available at law or equity. The ENGINEER shall not be entitled to any fees or reimbursable expenses other than the fees or reimbursable expenses then due and payable as of the time of termination and then only for those services that have been timely and adequately performed by the ENGINEER considering the actual costs incurred by the ENGINEER in performing the work at date of termination, the value of the work that is nonetheless usable to the OWNER, the cost to the OWNER of employing another ENGINEER to complete the work required and the time required to do so, and other factors that affect the value to the OWNER of the work performed at time of termination. All rights and remedies provided by this AGREEMENT, or available at law or equity shall be cumulative and not exclusive, and may be exercised concurrently or successively.

SECTION VIII SUCCESSOR AND ASSIGNS

This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, executors and assigns. The foregoing notwithstanding, the ENGINEER shall not assign or transfer its interest in this AGREEMENT without the prior written consent of the OWNER. Any transfer or assignment made without OWNER'S prior written consent shall not be binding upon OWNER unless expressly ratified by OWNER in writing, and shall not relieve ENGINEER of its obligations hereunder.

SECTION IX OWNERSHIP AND USE OF DOCUMENTS

The ENGINEER agrees that items such as plans, drawings, photos, designs, studies, specifications, data, computer programs, schedules, technical reports, or other work products, including electronic files and raw data, which prepared under or pursuant to this AGREEMENT (the "Work Product") are subject to the rights of the OWNER in effect on the date of execution of this AGREEMENT. These rights include the right to use, duplicate and disclose such items, in whole or in part, in any manner and for whatever purpose; and, to have others do so, and to use such items in connection with the PROJECT and any subsequent alterations thereto. Upon completion or termination of this Agreement, the ENGINEER shall deliver all Work Product to the OWNER, and all Work Product shall otherwise be made available, upon request, to the OWNER without restriction or limitation on the further use of such materials, provided, however, that such materials are not intended or represented to be suitable for reuse by the OWNER or others. Any reuse without prior verification or adaptation

by the ENGINEER for the specific purpose intended will be at the OWNER's sole risk and without liability to the ENGINEER.

If an item produced by the ENGINEER is copyrightable, the ENGINEER may copyright it, subject to the rights of the OWNER. The ENGINEER grants to OWNER a royalty-free, non-exclusive and irrevocable license to reproduce, publish, modify and use such items and to authorize others to do so. Without limiting the generality of the foregoing, if the services of ENGINEER are terminated under this AGREEMENT, OWNER shall have the right to use the work produced by ENGINEER, and to allow others to do so, in connection with the PROJECT. The ENGINEER shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this Section IX.

All such items furnished by the ENGINEER pursuant to this AGREEMENT are considered instruments of its services in respect to the PROJECT. It is understood that the ENGINEER does not represent such items to be suitable for reuse on any other project. If the OWNER reuses such items without the ENGINEER'S specific written verification or adaptation, such reuse will be at the risk of the OWNER, without liability to the ENGINEER. Any such verification or adaptation requested by the OWNER may entitle the ENGINEER to further compensation at an amount agreed upon between the OWNER and the ENGINEER.

SECTION X ENGINEER'S RESPONSIBILITY AND LIABILITY

All services performed in connection with this AGREEMENT shall be performed in accordance with the care and skill ordinarily used by members of ENGINEER'S profession practicing under the same or similar circumstances at the same time and in the same locality and in accordance with the terms of this AGREEMENT. Acceptance and approval by the OWNER of the final PROJECT Report or other documents or services produced by ENGINEER, shall not constitute nor be deemed a release of the responsibilities and liability of the ENGINEER for the accuracy and competency of the ENGINEER'S work products, design, or other documents, and services prepared/performed under this AGREEMENT. No approvals or acceptances by or on behalf of the OWNER shall be deemed to be an assumption of such responsibility by the OWNER for any defect, error or omission in said work products, design or other documents and services as prepared/performed by the ENGINEER or its subconsultants.

The ENGINEER further agrees to correct programs or documents or re-execute services as may be required due to the ENGINEER'S development of programs or documents which are found to be in error or contain defects or omissions at no additional cost to the OWNER.

Redesigns required or occasioned for the convenience of the OWNER shall be paid for as provided and prescribed hereinbefore under Additional Services of the ENGINEER, but only if such Additional Services are required in writing by OWNER as required herein.

ENGINEER understands that OWNER may require ENGINEER to temporarily suspend work. OWNER understands that the suspension of work by ENGINEER may cause ENGINEER to incur additional costs to resume work, whether on Basic or Additional Services, and OWNER agrees to reimburse ENGINEER for such reasonable and unavoidable additional costs in an amount to be agreed upon by ENGINEER and OWNER in writing at time ENGINEER has been given written notice of the suspension.

SECTION XI PERIOD OF SERVICE

This AGREEMENT shall remain in force for a period required for the completion of the PROJECT, including required extensions thereto and any applicable warranty period services, unless terminated by any of the several provisions included elsewhere in this AGREEMENT.

SECTION XII MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

The ENGINEER agrees to maintain appropriate accounting records of costs, expenses and payrolls of employees working on the PROJECT together with documentation and evaluations and study results, for a period of five (5) years after final payment for completed services and all other pending matters concerning this AGREEMENT have been closed. The ENGINEER further agrees that the OWNER, or their duly authorized representative(s), shall have access to any and all books, documents, papers and records of the ENGINEER which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

SECTION XIII VENUE

VENUE AND JURISDICTION OF ANY SUIT, RIGHT OR CAUSE OF ACTION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL LIE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES CONSENT TO VENUE EXCLUSIVELY IN, COURTS OF COMPETENT JURISDICTION IN WILLIAMSON COUNTY, TEXAS.

SECTION XIV INSURANCE REQUIREMENTS; INDEMNIFICATION

The ENGINEER agrees to carry and maintain insurance in the following types and amounts for the duration of this AGREEMENT, and furnish certificates of insurance and make available copies of policy declaration pages and policy endorsements as evidence thereof:

1. Workers Compensation Insurance: The ENGINEER shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the ENGINEER's employees carrying out the work involved in this Agreement.
2. Commercial General Liability with a combined single limit of \$1,000,000 per occurrence for coverages A&B including products/completed operations, where appropriate, with a separate aggregate of \$1,000,000. The policy shall contain the following provisions:
 - a. Blanket contractual liability coverage for liability assumed under the AGREEMENT and all contracts relative to the PROJECT.
 - b. Independent Contractors coverage.
 - c. OWNER listed as an additional insured, endorsement CG 2010.
 - d. Thirty (30) day Notice of Cancellation in favor of the OWNER, endorsement CG 0205.
 - e. Waiver of Transfer of Rights of Recovery Against Others in favor of the OWNER, endorsement CG 2404.
3. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$500,000 bodily injury per person, \$500,000 bodily injury per occurrence and \$500,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the OWNER:
 - a. Waiver of Subrogation endorsement TE 2046A.
 - b. Thirty (30)-day Notice of Cancellation, endorsement TE 0202A.
 - c. Additional Insured, endorsement TE 9901B.
4. Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the ENGINEER, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the ENGINEER continuing to furnish the OWNER certificates of insurance.

ENGINEER shall require each Subconsultant to maintain the same insurance with the same endorsements in favor of OWNER, unless otherwise agreed by OWNER in writing.

General Requirements

The ENGINEER shall be responsible for insurance premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificates of insurance required above.

Applicable to all insurance policies: If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of this AGREEMENT and the

certificate of insurance shall state that the coverage is claims made and the retroactive date. The ENGINEER shall maintain continuous coverage for the duration of this AGREEMENT and for not less than twenty-four (24) months following substantial completion of the PROJECT. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to the PROJECT. The ENGINEER shall, on at least an annual basis, provide the OWNER with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the ENGINEER shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

The ENGINEER shall not commence work under this AGREEMENT until they have obtained the required insurance and until such insurance has been reviewed by the OWNER. The ENGINEER shall not allow any subconsultants to commence work until the required insurance has been obtained and approved. Approval of insurance by the OWNER shall not relieve or decrease the liability of the ENGINEER hereunder.

Insurance shall be written by a company licensed to do business in the State of Texas at the time the policy is issued and shall be written by a company with an A. M. Best rating of B+VII or better.

Certificate of Insurance and all endorsements shall read:

City of Leander
105 N. Brushy
Leander, TX 78641
Attn: City Manager

The "other" insurance clause shall not apply to the OWNER where the OWNER is an additional insured shown on the policy. It is intended that policies required in this AGREEMENT, covering both the OWNER and the ENGINEER, shall be considered primary coverage as applicable.

The OWNER shall be entitled, upon request and without expense, to receive copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies and if such request for deletions, revisions, or modifications are commercially available.

The ENGINEER shall not cause any insurance required under this AGREEMENT to be canceled nor permit any insurance to lapse during the term of this AGREEMENT. The OWNER reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to make reasonable adjustments to insurance

coverages and their limits when deemed necessary and prudent by the OWNER based upon changes in statutory law, court decisions or the claims history of the industry as well as the ENGINEER (such adjustments shall be commercially available to the ENGINEER). If the implementation of such revised insurance coverages/limits would result in additional costs to the ENGINEER, the ENGINEER may request additional compensation from the OWNER under the provisions of Section III.

Actual losses not covered by insurance as required by this AGREEMENT shall be paid by the ENGINEER.

ENGINEER shall indemnify, defend and hold harmless the OWNER and its officials, employees and agents (collectively referred to as "Indemnitees") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by ENGINEER or ENGINEER's agent, consultant under contract, or another entity over which ENGINEER exercises control (whether active or passive) of ENGINEER or its employees, agents or sub-contractors (collectively referred to as "ENGINEER") (ii) the failure of ENGINEER to comply with any of the paragraphs herein or the failure of ENGINEER to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. ENGINEER expressly agrees to indemnify and hold harmless the Indemnitees, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of ENGINEER, or any of its sub-contractors, as provided above, for which ENGINEER's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require ENGINEER to indemnify, defend, or hold harmless any Indemnatee for the Indemnatee's own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of ENGINEER in performing Services under this Agreement.

For Professional Liability Claims, ENGINEER shall be liable for reasonable defense costs incurred by Indemnitees but only after final adjudication and to the extent and percent that ENGINEER or ENGINEER's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

OWNER and ENGINEER waive subrogation and hereby release each other, and their respective employees and officers, and representatives from liability for all damages, expenses and costs ("Costs"), to the extent, but only to the extent, that such amounts are covered by insurance proceeds actually paid and applied to the satisfaction of such Costs.

SECTION XV POLLUTANTS AND HAZARDOUS WASTES

It is understood and agreed by both parties that ENGINEER has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") present at the PROJECT as of commencement of the work on the PROJECT ("Preexisting Hazardous Conditions"), if any, and ENGINEER'S compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to such Hazardous Conditions. The parties agree that in performing the services required by the PROJECT and this AGREEMENT, ENGINEER does not take possession or control of the subject site and is not therefore responsible for the existence of any pollutant present on or migrating from the site, except for any Hazardous Conditions introduced, caused or created by ENGINEER or its representatives or subcontractors. ENGINEER shall have no responsibility for any Preexisting Hazardous Condition during clean-up, transportation, storage or disposal activities related to those Pre-existing Hazardous Conditions, provided that ENGINEER has not acted in a way that has exacerbated any such Preexisting Hazardous Condition or increased the cost of or difficulty of removing such Preexisting Hazardous Condition and remediating the site. ENGINEER and its Representative and Subcontractors shall promptly inform OWNER of any Preexisting Hazardous Condition or other Hazardous Condition upon discovery.

SECTION XVI COMPLIANCE WITH ALL LAWS

During the performance of the services provided by this AGREEMENT, the ENGINEER agrees to comply, and to require its Subconsultants to comply, with all Federal, State and local laws and regulations, as well as the City's Charter as applicable to the services or the Project.

SECTION XVII CERTIFICATION OF ENGINEER

The individual(s) signing this AGREEMENT, acting as duly authorized representative(s) of the firm of ENGINEER hereby certify that neither they nor any other members of the ENGINEER'S firm which they represent have:

A. Agreed, as an expressed or implied condition for obtaining this AGREEMENT, to employ or retain the services of (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, in connection with carrying out the work to be performed under this AGREEMENT.

B. Paid or agreed to pay as an express or implied condition for obtaining this AGREEMENT (1) any firm or person in the employ of the OWNER or, (2) an OWNER official, any fee, contribution, donation or consideration of any kind for, or in connection with procuring or carrying out the work provided under the AGREEMENT.

The ENGINEER further acknowledges that this certification may be furnished to any Local, State and Federal Governmental Agencies of the United States in connection with this AGREEMENT and for portions of the PROJECT involving participation of Agency Grant funds and is subject to all applicable State and Federal laws, both criminal and civil.

SECTION XVIII ADDITIONAL PROVISIONS

During the performance of the contract, ENGINEER agrees as follows:

A. The Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin.

B. The Engineer will, in all solicitations or advertisements for employees place by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

SECTION XIX MISCELLANEOUS

A. INDEPENDENT CONTRACTOR.

ENGINEER acknowledges that ENGINEER is an independent contractor of the OWNER and is not an employee, agent, official or representative of the OWNER. ENGINEER shall not represent, either expressly or through implication, that ENGINEER is an employee, agent, official or representative of the OWNER. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the ENGINEER.

B. WAIVER.

Either OWNER or the ENGINEER shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of

breach or violation.

C. NON-COLLUSION.

ENGINEER represents and warrants that ENGINEER has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the OWNER under this Agreement. ENGINEER further agrees that ENGINEER shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the OWNER pursuant to this Agreement) for any of the services performed by ENGINEER under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to ENGINEER, ENGINEER shall immediately report that fact to the OWNER and, at the sole option of the OWNER, the OWNER may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to ENGINEER under or pursuant to this Agreement.

D. FORCE MAJEURE

If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

E. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

F. SEVERABILITY

If any word, phrase, clause, sentence or provision of the AGREEMENT, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, invalid or unenforceable, such finding shall only effect such word, phrase, clause, sentence or provision, and such finding shall not effect the remaining portions of the AGREEMENT, this being the intent of the parties in entering unto this AGREEMENT; and all provisions of this instrument are declared to be severable for this purpose.

G. CONSTRUCTION OF AGREEMENT; GOVERNING LAW

Although the AGREEMENT is substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas.

H. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to some other dispute resolution procedure. The cost thereof shall be borne equally by each Party. This AGREEMENT does not call for the parties to arbitrate any dispute arising out of or related to this AGREEMENT. No arbitration arising out of, or relating to, this AGREEMENT and any PROJECTS involving one party to this AGREEMENT may include the other party to this AGREEMENT without that other party's consent. In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

I. ENGINEER'S PROJECT PURCHASES

All durable PROJECT equipment, tools, materials, etc., if any, purchased by the ENGINEER and invoiced to the OWNER shall be considered the property of the OWNER and shall be given over to the OWNER at the time of OWNER'S request or at the completion of the PROJECT.

J. FULL AND FINAL AGREEMENT

This AGREEMENT (consisting of this document and, where applicable, OWNER'S Request for Qualifications ("RFQ") which is incorporated herein by reference for all purposes to the extent that such RFQ is not inconsistent with this document and also including ENGINEER'S proposal and submittals, where applicable, to the extent that such proposal and submittals are not inconsistent with this document or the RFQ) constitutes the entire agreement of the parties concerning the subject matter hereof, and may only be amended by a written document signed by both parties. All prior and contemporaneous understandings, whether written or oral, are merged herein.

K. NOTICE

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified

mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

L. CONSTRUCTION DEFECT CLAIM

For any claim to which Section 2272 of the Government Code applies, Prior to commencing any legal action on a Construction project for a Construction Defect, OWNER must provide ENGINEER a written report meeting the requirements of Section 2272.003 as well as an opportunity to Inspect and Correct pursuant to Section 2272.004. ENGINEER must provide the report to all subcontractors within five (5) days of receipt.

M. NO THIRD-PARTY BENEFICIARIES

This Agreement, and any related task orders, are made solely and specifically for the benefit of the contracting parties and its successors and assigns. Except as may be required by other law, no other Person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

N. STATUTORY VERIFICATIONS

1. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the ENGINEER represents that neither the ENGINEER nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

2. To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, ENGINEER represents that the ENGINEER nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

3. The ENGINEER hereby verifies that it and its parent's company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A)

engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law: or (B) does business with a company described as by the preceding statement in (A).

4. The ENGINEER hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

5. Pursuant to Subchapter J, Chapter 552, Texas Government Code, ENGINEER shall:
- i. Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement;
 - ii. Promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the entity on request of the City; and
 - iii. On completion of the Agreement, either:
Provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of the Contractor; or
Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

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

6. ENGINEER represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code. The parties herein acknowledge that if this contract meets the requirements of Chapter 2252, this contract may be voidable if the disclosure requirements are

not met.

Executed to be effective as of the 4th day of June, 2025.

OWNER: City of Leander

By: _____
Todd Parton

Address for Notice:

Mailing address:

City of Leander
105 N. Brushy Street, Leander, TX 78641

ENGINEER

Applied Research Associates, Inc.

By:  _____ 6/4/2025

Name: Rachel Cavallaro

Title: Contracts Manager

Address for Notice:

4300 San Mateo Blvd. NE, Ste. A-220
Albuquerque, NM 87110
Attn: Gregory Starks
Email: gstarks@ara.com

List of Exhibits: All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

- Exhibit "A" -- Scope of Work; Basic Services Fee; Time for Completion; ("PROJECT")
- Exhibit "B" -- Defined Unit Prices, Basic Services Fee, and Schedule of Hourly Rates for ENGINEER and its Subconsultants.
- Exhibit "C" -- Solicitation documentation included, but not limited to, the solicitation, all addendum, Engineer response, the Request for Qualifications (RFQ) document, and Engineer's (RFQ) response.

APPENDIX A. Additional Terms (*add if applicable*)

EXHIBIT A
Scope of Work (“PROJECT”)

Price Proposal

Pavement Assessment & Management Plan RFQ CIP25-004, P25-PW-04

City of Leander, TX

Robert R. Williams, P.E.

rrwilliams@ara.com

Michael J. Harrell, P.E.

mharrell@ara.com

Applied Research Associates, Inc.
TBPE Firm No. F-4631

Revision 2: May 21, 2025

This document is not to be used for construction, bidding or permit purposes.



May 21, 2025

Kelly Wenzel
Contract Manager
City of Leander, TX
201 N. Brushy Street
Leander, Texas 78641

Subject: Price Proposal for RFQ CIP25-004 Pavement Assessment & Management Plan

Dear Ms. Wenzel,

Applied Research Associates, Inc. (ARA) appreciates the opportunity to submit to this proposal for City of Leander, Texas to perform a pavement condition assessment of city-owned streets in support of the City's pavement management program. The City of Leander consists of approximately 353 centerline miles of roadways. This project consists of an automated pavement condition assessment and provision of pavement conditions and development of a management plan for City-maintained roadways. ARA has included two subcontractors on our team, Wendorf Beward & Partners (WBP) and Kasberg, Patrick & Associates (KPA).

If you have any questions or need additional information, please do not hesitate to contact us.

Applied Research Associates, Inc.
TBPE Firm Registration No. F-4631



Robert R. Williams, P.E., APMP
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Michael J. Harrell, P.E.
Division Manager
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217-377-1676

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1. Project Understanding

The City of Leander is requiring pavement assessment services that include the Pavement Condition Index (PCI) method as defined by ASTM D6433 for assessing the condition of city-maintained roadways. The PCI procedure is commonly used as the basis for pavement management programs to track network condition, plan maintenance, and develop budget plans as part of managing a roadway network. This project consists of conducting an automated pavement condition assessment, PCI calculation, asset inventory, and pavement management plan for the City of Leander.

The City's road network consists of approximately 353 centerline miles, which includes counting divided roadbeds as two (2) centerline miles. We anticipate one collection pass on each local (residential) roadway and collection of all lanes on arterial and collector roadways. The estimated test miles are approximately 467 miles.

Table 1. CL Mile Distribution Based on Functional Class

Functional Classification	CL Miles*	Test Miles	% CLM
Local	246.09	246.09	70%
Collector	59.43	109.12	17%
Arterial	46.93	111.30	13%
Other (Ramp)	0.11	0.19	0%
Total	352.55	466.70	100%

*Divided roadways count as two (2) centerline miles

The previous survey included a total of 269 CL miles. The City now consists of 353 CL miles, for an **increase in mileage of 31.2%** over the past 5 years.

2. Scope of Services

2.1. Task 1: Project Management

The objective of this task is to ensure the scope of work, data collection protocol, quality control/quality assurance, project schedule, traffic control plan, jurisdictional contacts, reporting requirements, and other project-specific requirements are adhered to throughout the project. In addition to the in-person kick-off meeting and regular e-mail and telephone communications, task specific meetings are noted under associated tasks for key milestones.

2.2. Task 2: Inventory Review, Reconciliation & Routing

2.2.1. Inventory Review and Reconciliation

An important step of this project that will take place prior to the data collection is the development of the roadway inventory and review of the pavement management databases to efficiently plan data collection. This full vetting of the City's inventory will start before data collection begins and continue until all final analyses and reporting are complete. The City will need to provide the pavement management databases to facilitate the analyses to be performed

by ARA. ARA will incorporate feedback from our field and data processing personnel as the final level of QA/QC in the inventory development for the City.

ARA proposes to update the provided street inventory dataset for the 353 centerline miles of the city-owned streets for the City of Leander. For purposes of the effort ARA estimates, centerline miles are defined by roadbed, which means that divided roadways will be counted as two (2) centerline miles. Unique Segment IDs for the road segments will be created (and incorporated into the street inventory GIS file.) ARA will coordinate with City personnel in populating the street inventory GIS file and will confirm that the road network is completely accounted for to the best of the City's knowledge before data collection. Should minor revisions be noted after the initial acceptance, ARA will work with the City to incorporate the roads into the survey. Major revisions may require change in fee for collection and processing tasks. Based on an initial review of the PAVER database and the GIS file provided to aid in preparing this estimate we estimate about one week to reconcile inventory discrepancies.

Two deliverables for this task will be provided to the City:

- Overall Citywide pdf map or kmz file with all identified roadway inventory.
- Data dictionary of the intended deliverables in a sample GIS shape file or table format showing all the fields for each asset type to be included in the study (pavement width, Sidewalk, Curb, roadway attribute data).

2.2.2. Routing

Once inventory records have been developed, ARA will then “route” our collection plan. ARA's route-optimization programs minimize data collection times in the field and facilitate data processing once data has been submitted to the office. We estimate approximately 467 lane miles of roadway to be surveyed.

2.3. Task 3: Data Collection

ARA proposes to provide automated data collection using new PathRunner vans equipped with a 3D scanning laser system. During data collection, this vehicle is driven at posted speed limits (up to 60 mph). Traffic control is not required for this type of pavement testing equipment. The survey van is equipped with appropriate flashing lights and sign markings for additional safety. Additionally, all vans used for collection are marked with the company name.

The pavement survey vehicle is equipped with industry standard sensors and hardware required for accurate, high-quality pavement data collection, including:

1. **3D Pavement Imaging Sensor:** This sensor captures detailed images and measurements of the pavement surface in three dimensions, which is crucial for assessing pavement conditions such as cracking, rutting, and surface texture.
2. **360° Ladybug Camera:** The Ladybug camera provides panoramic images, allowing for a comprehensive view of the surrounding environment. This can be useful for contextual information and for documenting the conditions around the surveyed area.

3. **Right of Way (ROW) Cameras:** With multiple ROW cameras, the vans can capture panoramic images along the sides of the road. These images are valuable for documenting the conditions of the roadside and surrounding infrastructure.
4. **High-Definition, 3D LIDAR System:** LIDAR (Light Detection and Ranging) technology is used to create detailed 3D maps of the road surface and surroundings. It's capable of precise measurements and can detect subtle changes in elevation and surface features and can be utilized for right-of-way asset feature extraction.
5. **Class-1 Roadway Surface Profiler:** This profiler measures macrotexture of the road surface. Macrotexture affects skid resistance and drainage, both important factors for pavement safety and durability.
6. **Integrated Sub-meter Accuracy GPS/IMU System:** The GPS (Global Positioning System) and IMU (Inertial Measurement Unit) system provides accurate positioning and orientation data. This is essential for geo-referencing survey data and for accurately mapping the survey route.

These technologies together enable ARA to conduct detailed pavement condition assessments efficiently and accurately. The comprehensive data collected can be used to prioritize maintenance and rehabilitation projects, optimize road asset management, and ensure road safety and performance.

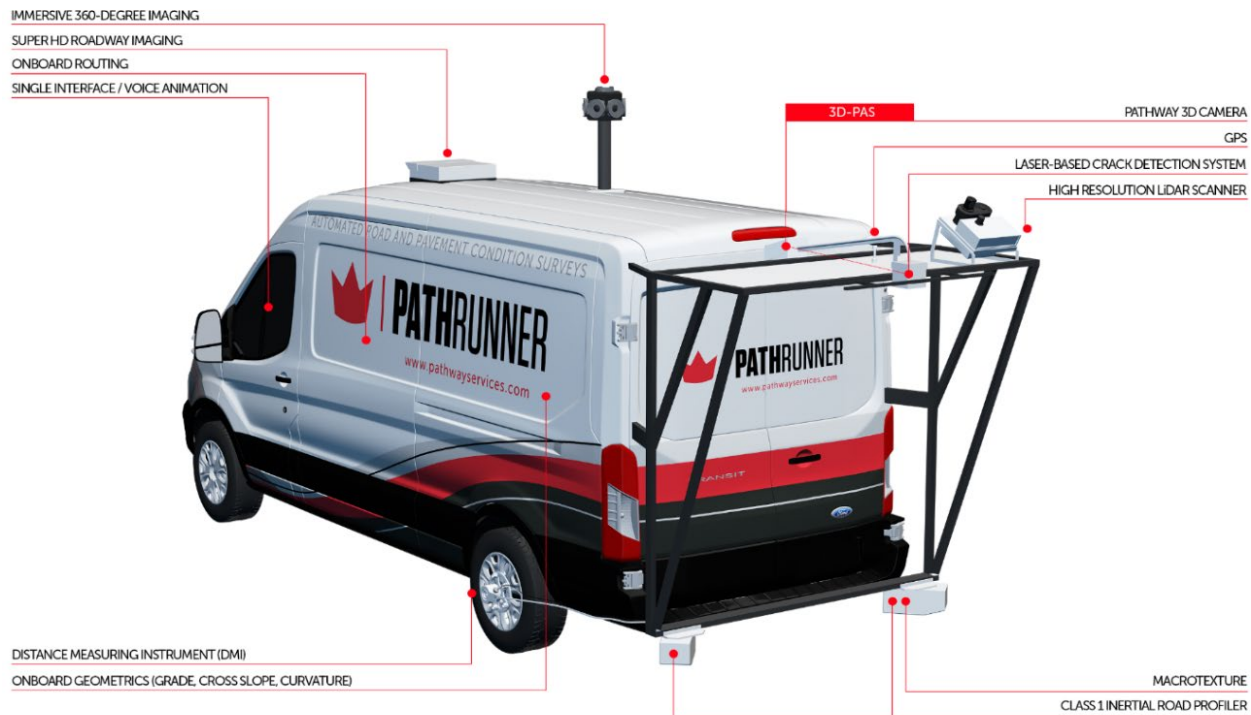


Figure 1. PathRunner Hardware Components

2.4. Task 4: Data Processing

IRI – Our team will extract and report longitudinal profile and roughness (IRI) data for each pavement management section in accordance with the latest version of ASTM E1926 “Standard Practice for Computing International Roughness Index of Roads from Longitudinal Profile Measurements.”

Rutting – Rut depth will be extracted for each wheel path and aggregated to segment level for each pavement management section. Depth data is collected on a continuous basis as required every 0.1 inches. The Pathway 3D system rut depth precision is ± 0.04 inches (1mm) and is calculated according to ASTM E1703 and AASHTO PP69. Rutting data will also be classified into low, medium, and high severity bins for use in the PCI calculation.

2.5. Task 5: Distress Rating

Automated Crack Detection – To extract distress data and calculate PCI scores for each of the City’s pavement management sections, the 3D automated crack detection processes will be run on an ongoing basis concurrent with data collection. The full list of distresses will be extracted and summarized in accordance with ASTM D6433 “Standard Practice for Roads and Parking Lots Pavement Condition Index Surveys.”

Manual Review of Automated Distress Data – While the automated crack detection algorithms are engineered to significantly reduce false positive distresses (or conversely, lack of distress detection) they are by no means perfect. During the manual review step, a team of ARA’s experienced pavement rating technicians will review the results of the automated distress data and make revisions to individual distresses as necessary.

Longitudinal and transverse profile data is collected concurrently with surface distress information.

2.6. Task 6: Pavement Width Verification

Upon agreement of the finalized GIS pavement centerline file, the ARA team will utilize the forward-facing right-of-way imagery and LiDAR data captured during the field data collection to update and verify pavement widths for each individual road segment in the City of Leander. ARA estimates approximately 4,835 of segments to measure. We estimate 3 measurements per pavement width change per street, not segment. Nominal pavement widths will be translated from the street to the segment level.

Final deliverables to the City of Leander will include an ESRI compatible GIS file containing updated pavement widths, roadway PCI and distresses for each street segment and a PAVER upload file for import into the City’s pavement management system.

2.7. Task 7: Asset Inventory Verification

While the ARA team is updating and verifying the pavement widths for each road segment in the City, updated information will be included for the presence of sidewalks and curb and gutter along the sides of the road segment. A field will be added to the final City of Leander GIS Pavement Centerline file for the presence of sidewalks and curb and gutter and will be populated with Yes/No attributes.

2.8. Task 8: PCI Calculation

A Pavement Condition Index (PCI) score in accordance with the ASTM D6433 Standard for each City-maintained roadway segment will be calculated. To achieve the City's goal of developing a Pavement Condition Index for each pavement section and upload to PAVER, ARA will utilize Pathway's PathView software on specialized workstations to manually review 100% of the automated crack detection pavement distress data.

PathView's output contains detailed distress information including section identifiers, GPS coordinates, Station from/to, distress type, severity, quantity, and location. All pavement distress types as outlined in the RFQ will be captured and delivered to the City. In addition, the data also includes IRI and rutting value. The raw data (in xml or csv format) is compiled into a database (geodatabase) for further review and final export. Raw distress data is exported in csv format, and multiple files are compiled into a single database. These capabilities allow for easy creation of the required pavement data deliverables for a PCI score for each road segment per the ASTM D6433 for both asphalt and concrete pavements. Final deliverables to the City of Leander will include an ESRI compatible GIS file containing roadway PCI and distresses for each street segment including updated pavement segment widths, the presence of sidewalks and curb and gutter and a PAVER upload file for import into the City's pavement management system. All data will be accessible through an easily shareable and usable cloud-based format as detailed in the upcoming Viewing Application section of this document.

One meeting will be scheduled to review and discuss the PCI scores with City personnel. This field audit is very important because all budget and condition forecasts are dependent on the accuracy of the PCI scores.

2.9. Task 9: Budget Analysis

The ARA team will leverage our national knowledge of pavement management best practices along with our knowledge of Texas pavements and unique strategies for maintenance and rehabilitation techniques within the state to work with City staff on determining and recommending the best value options for consideration by the City. Taking into account PCI scores, pavement age, and current and forecasted funding, ARA will develop a matrix of preservation techniques and costs for consideration by the City.

ARA will perform for the City budget analysis that determines the required funding to hit multiple performance targets. Budget scenarios fall into two general categories of Constraint Analysis: Budget and Condition. Budget Constraints are just that, running analysis at various budget levels. Condition Constraints incorporate target network conditions and deficient level analyses.

The ARA team will work with the City to run multiple models including cost benefits analysis of different treatments, budget needs, funding level forecasts, and network target PCI scores of 70, 75, and 80.

As part of this task, ARA will schedule a meeting to discuss budget numbers, target PCI goals, and various preservation options for consideration and selection of preservation techniques.

2.10. Task 10: Project Groupings

Rather than relying on traditional worst-first, segment-based planning, the ARA team will implement a Neighborhood Proximity Approach, grouping contiguous road segments for more efficient asset management. Using the City's GIS data and updated PCI values, we will identify clusters of roadways to develop a multi-year maintenance strategy that consolidates milling, overlay, and reconstruction efforts. This method optimizes resource deployment, minimizes project fragmentation, and enhances cost-effectiveness.

ARA has successfully applied this approach in numerous highway asset management projects, demonstrating key benefits such as increased operational efficiency, improved asset performance, enhanced cost control, and greater predictability. Our experience has demonstrated that this method not only optimizes the allocation of resources but also minimizes disruption to traffic and local communities. By treating adjacent segments as a unified asset portfolio, we streamline scheduling, reduce mobilization costs, and extend pavement service life. Additionally, this strategy enables accurate 5-year funding models, ensuring better budget alignment with roadway maintenance needs while improving decision-making for long-term asset management in the City of Leander.

ARA will rank projects by treatment type and criticality and Kasberg, Patrick and Associates will produce the project groupings for the 5-year plan.

As part of this task, a minimum of one meeting is anticipated for review and discussion.

Material deliverables for this task will include

- Maps showing the 5-year plan for each selected treatment type (PDF and GIS format)
- Total area / length (SY / lane miles) planned and estimated cost for each treatment type

2.11. Task 11: Final Report

This task involves preparing a comprehensive Final Deliverable Report summarizing the pavement assessment and final pavement management plan. ARA's Project Manager, a Texas-licensed Professional Engineer, will sign and seal the Final Report. Subtasks will include wrapping up other items for final delivery such as the viewing tool, training, and a final presentation.

2.11.1. Report

The Final Deliverable Report will detail the overall Citywide pavement rating, the pavement rating per functional class, pavement life, pavement condition categories, identified surface distresses, and ride quality. It will include the various pavement management modeling scenarios based on current and projected funding levels and will summarize the various strategies and unit costs based on the pavement condition. This summary will also highlight the disadvantages and advantages of each strategy.

A weighted scoring strategy will be utilized to prioritize preservation, rehabilitation, and reconstruction projects in the City over the next five years. Recommended projects for each year will include both total estimated area of selected road sections and accompanying cost estimates.

Finally, the Executive Summary will document all field data collection techniques and inventory details, the evaluation and assessment of the results, the present condition of the City of Leander streets, and the maintenance and rehabilitation strategies proposed. The document will include maps and GIS exhibits and will end with the ARA team conclusions and recommendations.

After submission of the draft report, ARA will have one review workshop with the City’s project team and leadership staff.

2.11.2. Viewing Application

All data sets acquired by the PathRunner vehicle (along with the pavement distress data) can be visualized through ARA’s web-based data visualization solution, PathWeb. ARA proposes deploying the PathWeb website for City personnel, which retrieves data from a secure cloud server removing the need to host raw data internally. The website can be used by multiple City personnel with no loss in speed or functionality. All collected data is GIS integrated and includes multiple windows showing the ROW cameras, 360° Streetview, a map window, transverse profile at any selected location, IRI graph, and pavement surface images. Users are set up with a single website link and a username/password to access their data. The website also includes video style “play/stop/forward/rewind/step” buttons on the bottom so that users can virtually “drive” along a road.

2.11.3. Final Presentation

Once the final report has been accepted by City staff, this report can be used for reporting budget needs or shortfalls to boards, commissions, and committees. ARA’s Project Manager will work with City staff to present a report that has been agreed upon by all project stakeholders. This presentation will provide a summary of the pavement network, PCI update, outcomes of the budget analyses and scenarios, and the recommended pavement maintenance and treatments strategies.

ARA will one City Council workshop meeting to present the results of the pavement conditions and recommendations for pavement maintenance and repairs.

2.11.4. Training

After the final presentations, the ARA team will continue to work closely with City staff to provide training and ongoing support and expertise. ARA will provide one PAVER software training session to City personnel. The City will be responsible for procuring all required PAVER licenses directly with PAVER.

2.12. Task 12: Structural Evaluation – Falling Weight Deflectometer (FWD) & Ground Penetrating Radar Data (GPR)

The City of Leander indicated they would be interested in up to five miles of FWD and/or GPR testing. As we do not know the exact configuration of the potential FWD/GPR test locations, we have developed a per day rate for FWD with backcalculation, 2D GPR with thickness evaluation, and traffic control. Geotechnical support effort is unknown and an overall not-to-exceed allowance is planned for only basic pavement thickness cores/borings.



Figure 2. ARA's Falling Weight Deflectometer

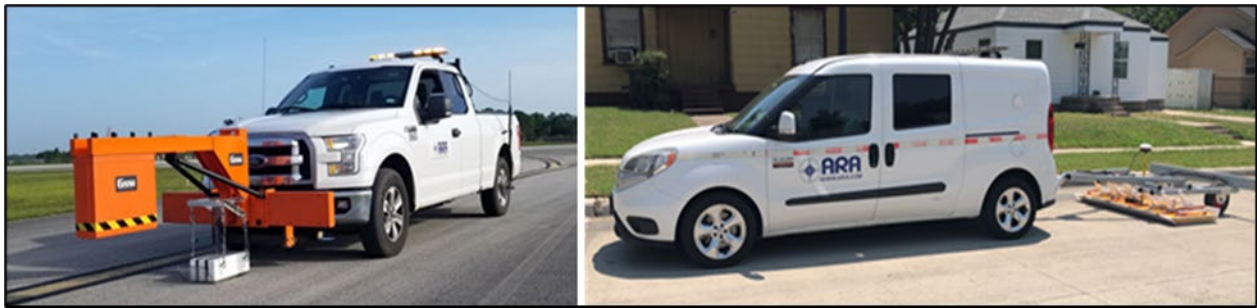


Figure 3. ARA's GPR Units

3. Proposed Schedule

The proposed project duration is approximately 5 months with up to 6 months falling into the typical range for roadway networks the size of Leander. The 5-month schedule is shown in the figure below. This is dependent on timely feedback and responses regarding inventory reconciliation, acceptance of PCI scores, budget analysis comments, project grouping comments, and final report comments from City personnel.

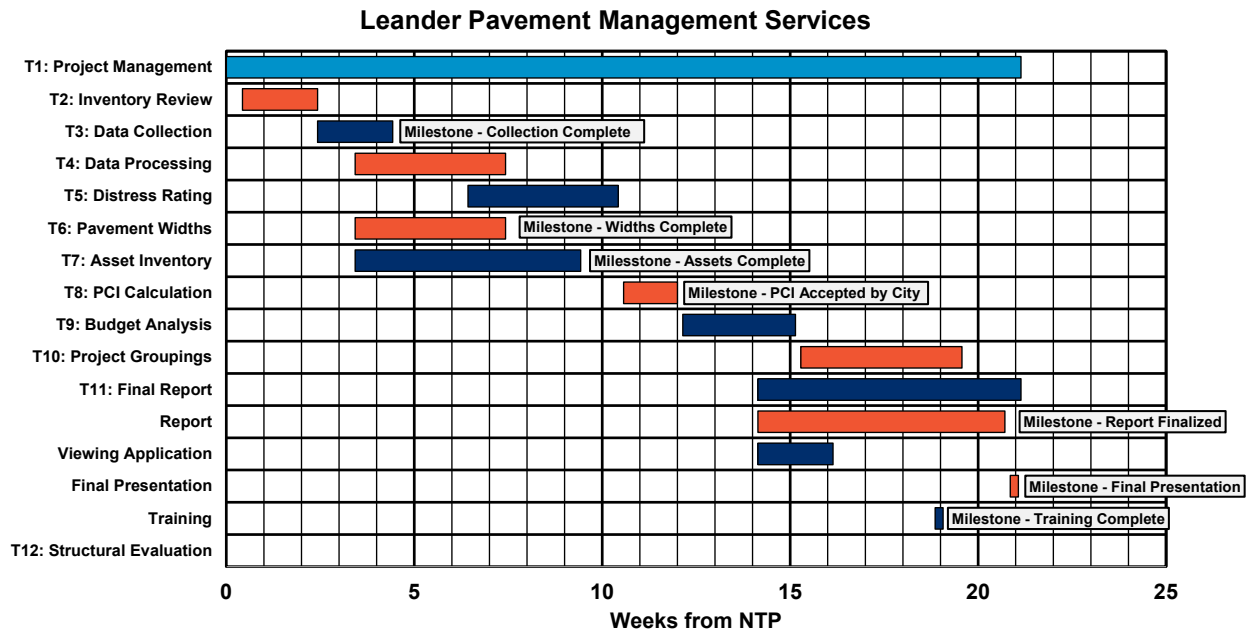


Figure 4. Initial Project Schedule

4. Fee Estimate

4.1. Proposed Fee

Our estimated fee for this project, for the pavement management and asset inventory tasks is **\$286,539.34**. A summary of the base services tasks is shown in the first table below. The second table provides a fee summary for unit rate tasks for the structural evaluation optional items. The scope for those is undefined and will be developed on an as-needed basis. A breakdown of the fee buildup is provided as an attached spreadsheet.

Description – Base Services	Price
Task 1: Project Management	\$46,392.57
Task 2: Inventory Review, Reconciliation, & Routing	\$9,716.63
Task 3: Data Collection	\$59,214.88
Task 4: Data Processing	\$5,224.61
Task 5: Distress Rating	\$20,211.93
Task 6: Pavement Width Measurements	\$12,493.06
Task 7: Asset Inventory	\$12,493.06
Task 8: PCI Calculation	\$5,735.25
Task 9: Budget Analysis	\$18,216.98
Task 10: Project Groupings	\$71,410.89
Task 11: Report	\$25,429.48
Total – Base Services	\$286,539.34

Description – Optional Services	Unit Price	Unit
Task 12: Structural Evaluation		
FWD – Collection and Processing	\$5,068.81	Day
2D GPR – Collection and Processing	\$3,568.68	Day
Task 13: Traffic Control Allowance	\$2,300.00	Day
Task 14: Geotech Allowance	\$11,500.00	Total Allowance

Details of the pricing build-up are provided on the following page.

EXHIBIT B

Defined Unit Prices, Basic Services Fee, and Schedule of Hourly Rates for ENGINEER and its Subconsultants.

LABOR	Rate	Task 1: Project Management	Task 2: Inventory Review, Reconciliation, & Routing	Task 3: Data Collection	Task 4: Data Processing	Task 5: Distress Rating	Task 6: Pavement Width Measurements	Task 7: Asset Inventory	Task 8: PCI Calculation	Task 9: Budget Analysis	Task 10: Project Groupings	Task 11: Report	Task 12.1 - FWD	Task 12.2 - GPR	Task 13: Traffic Control Allowance	Task 14 - Geotech Allowance
Principal Technical Professional 2	\$256.59	56	0	0	0	0	0	0	3	14	8	20	1	1	0	0
Principal Technical Professional 1	\$211.25	56	0	0	0	0	0	0	3	14	8	20	0	0	0	0
Lead Technician	\$130.87	0	40	0	24	0	0	0	6	0	8	0	0	0	0	0
Administrative Support 2	\$72.14	0	0	0	24	0	0	0	0	0	0	0	0	0	0	0
Senior Technician	\$96.87	0	40	0	0	78	120	120	0	0	0	0	0	0	0	0
Staff Technician	\$70.80	0	0	0	0	156	0	0	0	0	0	0	0	0	0	0
Lead Technician	\$130.87	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lead Technician	\$130.87	0	0	0	0	0	0	0	0	0	0	10	0	0	0	0
Senior Technician	\$96.87	0	0	110	0	0	0	0	0	0	0	0	0	8	0	0
Staff Technician	\$70.80	0	0	110	0	0	0	0	0	0	0	0	0	0	0	0
Senior Technician	\$96.87	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Staff Technical Professional 2	\$133.97	0	0	0	0	0	0	0	24	80	24	64	12	10	0	0
LABOR SUBTOTAL	--	\$26,199.47	\$9,109.63	\$18,442.88	\$4,872.21	\$18,599.73	\$11,624.06	\$11,624.06	\$5,403.95	\$17,267.08	\$8,004.94	\$17,930.73	\$3,172.91	\$2,371.18	\$0.00	\$0.00
Expenses, Travel, Equipment, & Other Direct Costs	LS	\$1,149.10	\$607.00	\$40,772.00	\$352.40	\$1,612.20	\$869.00	\$869.00	\$331.30	\$949.90	\$446.90	\$1,004.70	\$1,895.90	\$1,197.50	\$0.00	\$0.00
Subcontractors	LS	\$19,044.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62,959.05	\$6,494.05	\$0.00	\$0.00	\$2,300.00	\$11,500.00
GRAND TOTAL		\$46,392.57	\$9,716.63	\$59,214.88	\$5,224.61	\$20,211.93	\$12,493.06	\$12,493.06	\$5,735.25	\$18,216.98	\$71,410.89	\$25,429.48	\$5,068.81	\$3,568.68	\$2,300.00	\$11,500.00
Base Services	\$286,539.34	Total														
Optional Services																
FWD	\$5,068.81	Per Day														
GPR	\$3,568.68	Per Day														
Traffic Control	\$2,300.00	Per Day														
Geotech	\$11,500.00	Allowance														

LABOR

<i>Name</i>	<i>Contract Loaded Rate</i>	<i>Unit</i>
Principal Technical Professional 2	256.59	hour
Principal Technical Professional 1	211.25	hour
Lead Technician	130.87	hour
Administrative Support 2	72.14	hour
Senior Technician	96.87	hour
Staff Technician	70.80	hour
Senior Technician	96.87	hour
Staff Technical Professional 2	133.97	hour
Principal Subject Matter Expert	335.94	hour
Principal Program Director	280.30	hour
Senior Technical Professional 2	183.43	hour
Senior Technical Professional 1	159.73	hour
Staff Technical Professional 1	108.20	hour
Junior Technical Professional	94.81	hour
Junior Technician/Aide	64.26	hour
Senior Operations Manager	241.14	hour
Principal Professional Support	145.30	hour
Senior Professional Support	121.60	hour
Staff Professional Support	99.96	hour
Junior Professional Support	88.62	hour
Administrative Support 1	66.98	hour

OTHER DIRECT COSTS

<i>Item</i>	<i>Contract Loaded Rate</i>	<i>Unit</i>
FWD/HWD	1,710.00	day
Pavement Friction Tester	2,230.00	day
Pavement Core Truck	790.00	day
Pathrunner	3,100.00	day
Pavement Survey Vehicle	1,450.00	day
High Speed Profiler	1,450.00	day
Ground Penetrating Radar (Air/Ground Coupled Single Antenna)	1,048.80	day
Ground Penetrating Radar (3D Radar 6' wide)	2,230.00	day
Autocrack Processing (Pathrunner)	11.00	mile
Company Vehicle	0.90	mile

does not include vehicle

does not include vehicle



EXECUTIVE SUMMARY
7/17/2025

AGENDA SUBJECT:

Approval of the Brushy Creek Regional Utility Authority (BCRUA) annual operating, debt service, and capital projects budget for Fiscal Year 2026.

BACKGROUND:

On June 25, 2025, the Brushy Creek Regional Utility Authority (BCRUA) Board approved a resolution adopting the BCRUA Annual Operating, Debt Service, and Capital Projects Budget for Fiscal Year 2026, subject to the approval of the Partner Cities' City Council.

The proposed FY 2026 Annual Operating Budget for the BCRUA, including Capital Outlay and Reserve Adjustment, is \$7,179,092. This is an 11.2% increase over FY 2025. This year's increase is much less than the 21% increase seen between FY 2024 and FY 2025. The FY 2026 Debt Service Budget increases by \$2,460,276 to \$30,790,826. The proposed Annual Operating, Debt Service and Capital Projects Budget are included in the attached.

The annual average water production is estimated to increase by 1.75 million gallons per day (MGD) or 10.5 % from 16.65 MGD. You may recall last year's budget had some rather large increases to several operations budget categories due to underfunding in the past and significant deferred maintenance and repair activities that needed additional funding. This year's budget, while still catching up with some of these deferred issues, is far less impactful than last year's budget and will set a future path for a much more stable base budget for many of the budget categories. The electrical and chemicals categories account for the largest increase, mainly due to increased water treatment volumes and increases in chemical costs.

BCRUA staff and both the Finance and Engineering Operations Committees (OC) have reviewed and recommended Board approval.

A summary of the budget broken down by City is as follows:

BCRUA Budget	Proposed FY 2026	Cedar Park	Leander	Round Rock
FY26 Operating Budget	\$7,179,092	\$781,518	\$3,871,727	\$2,525,846
FY26 Debt Service Budget	\$30,790,826	\$6,309,966	\$15,805,316	\$8,675,544
Total Operating and Debt Service Budget	\$37,969,915	\$7,091,484	\$19,677,042	\$11,201,390

A summary of the Capital Projects Budget is as follows:

BCRUA FY 2026 Capital Projects Budget				
Project	Description	Soft Cost	Construction Cost	Total Project Cost (Budget)
Phase 2 Raw Water Delivery System ¹	Raw Water Intake, Tunnel, Pump Station and Transmission Line	\$65,428,000	\$258,487,000	\$323,915,000
Phase 1D WTP Expansion	WTP expansion from 32.5 MGD to 42 MGD	\$2,863,000	\$18,746,400	\$21,609,400
Delivery Points Ph 1 & 2	Upgrades at water delivery points to cities for improved flow control	\$762,000	\$2,053,000	\$2,815,000
Phase 2A WTP Expansion ²	WTP expansion from 42 MGD to 64 MGD	\$13,325,000	\$125,000,000	\$138,325,000
Barge decommission & recommission ³	Contingency plan if Lake Travis drops to El 623.	\$300,000	\$2,700,000	\$3,000,000
1- Ph 2 includes prelim/final design, land rights, PEC power projects, CMT, constr phase svcs, construction				
2 - Cost data from 2025 SWIFT application				
3 - Funding source TBD if project becomes necessary				

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Otis Williams, Chief Financial Officer
Gina Ellison, Executive Director of Public Works

Fiscal Impact

Amount requested:

\$3,871,727 Operations
\$15,805,316 Debt Service

Approved in current budget (Yes / No):

Proposed FY 2026

Expenditure (New / Amended):

New

Recurring or one-time:

Recurring

Fund source (Operating / Utility / etc.):

Utility Fund Operations and Debt Service

Attachments:

1. BCRUA Budget Summary and Resolution

DATE: June 20, 2025

SUBJECT: BCRUA Board Meeting – June 25, 2025

ITEM: 6B. Consider a resolution approving BCRUA Annual Operating Budget for Fiscal Year 2025-2026, subject to the Approval of the Participating Cities. (BCRUA-2025-015)

PRESENTER: Sam Roberts, General Manager

BACKGROUND:

The proposed FY26 Annual Operating Budget, including Capital Outlay and Reserve Adjustment is \$7,179,092. This is an 11.2% increase over FY25, from \$6,454,881 to \$7,179,092. This year's increase is much less than the 21% increase last year. The FY26 Debt Service Budget increases by \$2,460,276 to \$30,790,826. The proposed Annual Operating, Debt Service and Capital Projects Budget are included in Exhibit A of the attached resolution. Operating Budget changes are summarized as follows:

The annual average water production is estimated to increase by 1.75 MGD or 10.5 % from 16.65 mgd. You may recall last year's budget had some rather large increases to several operations budget categories due to underfunding in the past and significant deferred maintenance and repair activities that needed additional funding. We believe that this year's budget, while still catching up with some of these deferred issues, is far less impactful than last year's budget and will set a future path for a much more stable base budget for most of the budget categories.

The first table on the next page shows a comparison of changes in major budget categories from FY 25 to FY 26. This shows an overall budget increase of 11.2 % over the FY 25 budget, which is much less than the 21% increase the year before. The power and chemicals budget category has the largest increase mainly due to increased water treatment volumes and increases in chemical costs. And the resulting cost per 1,000 gallons of water is also on par with last year's.

The second table is a 3 year comparison of the year over year increases in "percent" for the major budget categories. This table shows a downward trend in most of the major cost categories, supporting the belief our base budgets are getting more stable.

A resolution and Exhibit for Board approval of this budget is attached. BCRUA staff and both the Operations Committee (OC) and the Finance Committee have reviewed this proposed budget and recommend Board approval.

2 Yr Operating Budget Comparison By Category - FY25 - FY26				
Budget Category	FY 2025	FY 2026	Change (\$)	Change (%)
Plant Personnel (inc GM) ¹	\$1,811,900	\$1,992,255	\$180,355	9.95%
Repairs/Replacement/Maintenance ²	\$403,810	\$456,301	\$52,491	13.00%
Supplies/Materials/Small Tools ³	\$119,050	\$126,545	\$7,495	6.30%
Electricity/Chemicals/Sludge ⁴	\$3,026,000	\$3,505,160	\$479,160	15.83%
Contract Services ⁵	\$311,500	\$345,900	\$34,400	11.04%
Capital Outlay ⁶	\$87,000	\$91,350	\$4,350	5.00%
Other ⁷	\$250,400	\$260,416	\$10,016	4.00%
Contingency ⁸	\$180,290	\$203,338	\$23,048	12.78%
Additional Reserve	\$264,931	\$197,828	-\$67,103	-25.33%
Total Operating Budget	\$6,454,881	\$7,179,093	\$724,212	11.22%
Total Debt Service Budget	\$28,330,550	\$30,790,826	\$2,460,276	8.68%
Reserve Operating Account	\$1,547,487	\$1,745,315	\$197,828	12.78%
Total Budgeted MGD	16.65	18.40	1.75	10.51%
Budgeted O&M Cost Per 1,000 Gals	\$1.06	\$1.07		

Notes:

1 - Includes RR contract services reported in GM personnel cost.

2 - Raw/treated underground infrastructure, plant facilities, buildings, pumps, delivery points, HVAC, SCADA

3- Office, safety, lab, computers, radios, small tools, fuel/oil and janitorial

4 - Electricity, chemicals and sludge processing for treatment plant and raw water pumping.

5- CP contract accounting, audit/investment/banking fees, grounds maintenance, legal services, uniforms.

6 - TBD, possible plant truck and forklift.

7 - Insurance, trash, TCEQ fee, phones, misc expenses, training, meetings, travel, licenses, memberships

8 - Unforeseen expenses that may arise to assure proper operation and maintenance of plant and facilities

Yr over Yr Budget Variation By Category - FY23 - FY26 (%)			
Budget Category	FY 23 - FY 24	FY 24 - FY 25	FY 25 - FY 26
Plant Personnel (inc GM) ¹	29.27%	10.79%	9.95%
Repairs/Replacement/Maintenance ²	63.64%	40.21%	13.00%
Supplies/Materials/Small Tools ³	25.09%	18.22%	6.30%
Electricity/Chemicals/Sludge ⁴	14.38%	27.20%	15.83%
Contract Services ⁵	2.00%	23.15%	11.04%
Capital Outlay ⁶	0.00%	4.82%	5.00%
Other ⁷	55.28%	3.62%	4.00%
Contingency ⁸	18.70%	20.66%	12.78%
Additional Reserve	87.24%	31.14%	-25.33%
Total Operating Budget	23.37%	21.05%	11.22%

RESOLUTION NO. BCRUA-2025-015

WHEREAS, the Board of Directors of the Brushy Creek Regional Utility Authority (“BCRUA”) wishes to adopt the BCRUA Annual Operating, Debt Service and Capital Project Budget for Fiscal Year 2025-2026, in accordance with the attached proposal, Now Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY:

That the BCRUA Annual Operating, Debt Service and Capital Project Budget for Fiscal Year 2025-2026 be adopted, subject to the approval of the Participating Cities, as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes.

The Board of Directors hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 25th day of June, 2025.

NA’COLE THOMPSON, President
Brushy Creek Regional Utility Authority

ATTEST:

RENE FLORES, Secretary

Exhibit A

BCRUA Budget	Proposed FY 2026	Cedar Park	Leander	Round Rock
FY26 Operating Budget	\$7,179,092	\$781,518	\$3,871,727	\$2,525,846
FY26 Debt Service Budget	\$30,790,826	\$6,309,966	\$15,805,316	\$8,675,544
Total Operating and Debt Service Budget	\$37,969,915	\$7,091,484	\$19,677,042	\$11,201,390

BCRUA FY 2026 Capital Projects Budget				
Project	Description	Soft Cost	Construction Cost	Total Project Cost (Budget)
Phase 2 Raw Water Delivery System ¹	Raw Water Intake, Tunnel, Pump Station and Transmission Line	\$65,428,000	\$258,487,000	\$323,915,000
Phase 1D WTP Expansion	WTP expansion from 32.5 MGD to 42 MGD	\$2,863,000	\$18,746,400	\$21,609,400
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Phase 2A WTP Expansion ²	WTP expansion from 42 MGD to 64 MGD	\$13,325,000	\$125,000,000	\$138,325,000
Barge decommission & recommission ³	Contingency plan if Lake Travis drops to El 623.	\$300,000	\$2,700,000	\$3,000,000
1- Ph 2 includes prelim/final design, land rights, PEC power projects, CMT, constr phase svcs, construction				
2 - Cost data from 2025 SWIFT application				
3 - Funding source TBD if project becomes necessary				



EXECUTIVE SUMMARY
7/17/2025

AGENDA SUBJECT:

Approval of the extension of the approval of Subdivision Case 19-TOD-PP-013 Tylerville NW Subdivision Preliminary Plat on one (1) parcel of land 9.2 acres $\pm$ in size; more particularly described by Williamson Central Appraisal District Parcel R031694; and generally located northwest of the intersection of San Gabriel Parkway and US 183, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the Preliminary Plat approval date for the Tylerville NW Subdivision Preliminary Plat for a commercial development. The Subdivision Ordinance includes timelines for developers to proceed to the next step in the development process. The timeline/history section of this summary below, includes the key dates for this request. The preliminary plat approval expires two (2) years after approval unless the applicant submits construction plans and/or a final plat for review and approval. The ordinance allows for extensions as long as the overall timeframe does not exceed nine (9) years.

The next step in the process is for the applicant to submit the public improvement construction plans and final plat for review. The applicant has indicated that they are monitoring the market conditions and that they are not ready to submit the construction plans at this time. There are concerns about the increased interest rates. The property was recently sold to a new owner, and they need additional time to determine the direction for the development and prepare for the submittal of the construction plans. This extension will provide additional time for them to make any changes and prepare the needed plans for review.

The Planning & Zoning Commission recommended approval of the extension request during the June 26, 2025 meeting.

HISTORY/TIMELINE:

07/10/2019 – Preliminary Plat Application Filed
10/01/2020 – Preliminary Plat Application Approved
07/10/2021 – Preliminary Plat Approval Expires
07/10/2023 – Preliminary Plat Extension Expired
06/26/2025 – Planning & Zoning Commission Approved Extension
07/10/2025 – Preliminary Plat Approval Expired

APPLICANT/AGENT:

William B. Pohl on behalf of Tylerville, Ltd.

RECOMMENDATION:

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

1. Approve the extension request for an additional two (2) years, or

2. Deny the extension request.

Staff recommends Option 1 – Approve the extension request for an additional two (2) years. Approving this extension would grant an extension to July 10, 2027 and will allow the developer additional time to prepare and submit the documents needed for the next step in the development process. This extension request is within the timeframe permitted by the Subdivision Ordinance.

PRESENTER:

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

Fiscal Impact

Attachments:

1. 19-TOD-PP-013 Tylerville NW - Extension Request
2. 19-TOD-PP-013 Tylerville NW - Location Map
3. 19-TOD-PP-013 Aerial Map
4. 6-26-2025 P & Z Minutes

Tylerville, Ltd. & Leander Friends, LLC

10800 PECAN PARK BLVD., SUITE 125

AUSTIN, TEXAS 78750

(512) 335-5577 – Fax (512) 335-1309

5-12-25

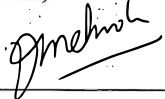
Robin Griffin
City of Leander
P.O. Box 319
Leander, Texas 78646

RE: Request for an extension of the approved Tylerville Northwest
Preliminary Plat case #19-TOD-PP-013,

Dear Robin:

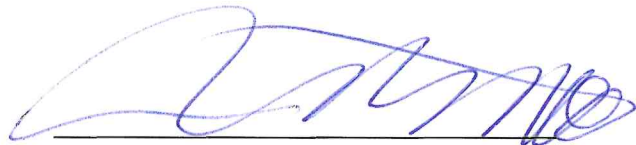
This letter is to request the maximum available extension for the above mentioned Preliminary Plat that now expires on 7-2-25. The Reasons an extension is being requested is due to market conditions, higher interest rates, etc. The Leander Friends, LLC. Parcel has sold and is now owned by ARVO-V, LLC.; however, no final plats have been submitted to the city at this point for either tract, therefore the maximum allowable extension of the approved preliminary plat is hereby being requested. The Tylerville tract was under contract for several months; however, that buyer was unable to obtain adequate financing and therefore terminated the contract. This Preliminary Plat needs more time in order to figure out exactly how the final plats will be configured.

Regards,



Vibhor Mehrotra - Manager

ARVO-V, LLC.



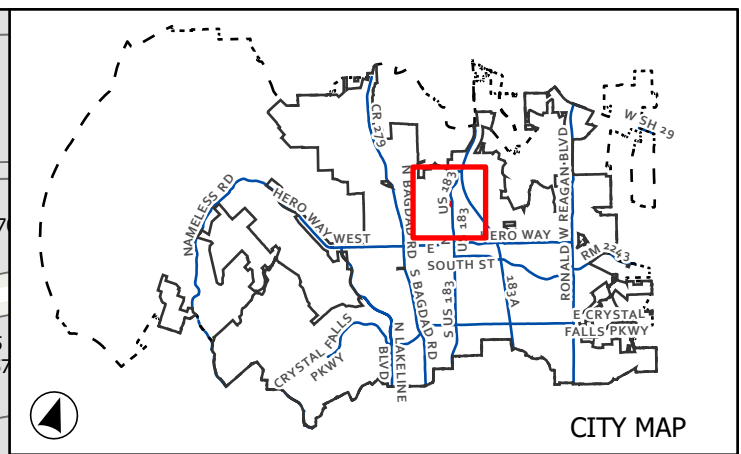
William B. Pohl – General Partner

Tylerville, Ltd.

CORPORATE HEADQUARTERS: AUSTIN, TEXAS

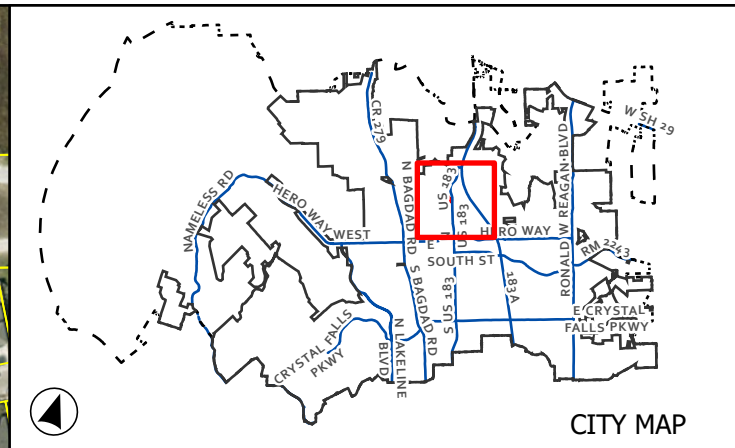
USA AFFILIATE OFFICES: DALLAS, TEXAS; HOUSTON, TEXAS; SAN BERNARDINO, CALIFORNIA; NAPLES, FLORIDA

EUROPEAN AFFILIATE OFFICES: BELGIUM, FRANCE, GERMANY, ITALY, THE NETHERLANDS, SWITZERLAND



TYLERVILLE NW SUBDIVISION

 Subject Boundary



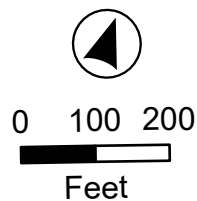
CASE: 19-TOD-PP-013

ATTACHMENT 3

TYLerville NW SUBDIVISION

Aerial Map

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



- Leander City Limits
- Subject Boundary



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, June 26, 2025
Regular Meeting at 6:00 PM



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

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

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners were present except Commissioner Donnie Mahan.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the June 17, 2025 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

James Dortch, 904 W. South Street - commented on the submittal of his application.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 6-13.

By: Board Member Lantrip
Seconded: Board Member Morales

Vote: 6 - 0

6. Approval of the minutes for meeting held on May 22, 2025.
7. Approval of the extension of the approval of Subdivision Case 19-TOD-PP-013 Tylerville Northwest Subdivision Preliminary Plat on two (2) parcels of land 9.2 acres $\pm$ in size; more particularly described by Williamson Central Appraisal District Parcels R601583 and R031694, generally located northwest of the intersection of San Gabriel Parkway and US 183, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Subdivision Case FP-23-0126 Sarita Valley Phase 9; on one (1) parcel of land 2.9341 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R516399, generally located southeast of the intersection of Ronald W. Reagan Boulevard and Arrowfeather Pass, Leander, Williamson County, Texas.
9. Approval of the extension of the application expiration for Subdivision Case FP-24-0137 Lone Star Landing Phase 1; on one (1) parcel of land 15.309 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R031560, generally located north of the intersection of Valley View Drive and CR 177, Leander, Williamson County, Texas.
10. Approval of the extension of the application expiration for Subdivision Case PICP-23-0108 Deceleration Lane for Shanta Ba Plaza development; on one (1) parcel of land 2.93 acres ± in size, more particularly described by Williamson County Appraisal District Parcel R516399; generally located southeast of the intersection of Arrowfeather Pass and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
11. Approval of the extension of the application expiration for Site Development Case SD-23-0165 Shanta Ba Plaza; more particularly described by Williamson Central Appraisal District Parcel R516399, commonly known as 1528 Arrowfeather Pass, Leander, Williamson County, Texas.
12. Approval of the extension of the application expiration for Site Development Case SD-23-0170 Mac Haik Quick Lane; on two (2) parcels of land 5.725 acres ± in size; more particularly described by Williamson Central Appraisal District Parcels R305748 and R031360, commonly known as 1040 Merrill Lane, Leander, Williamson County, Texas.
13. Approval of the extension of the application expiration for Site Development Case SD-24-0187 Leander Business Center; on one (1) parcel of land 10.249 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R031713, commonly known as 80 Mockingbird Hill, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

14. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0114 to amend the Leander Springs Planned Unit Development with base zoning districts of MF-2-A (Multi-Family) and GC-3-A (General Commercial) to update the language as it relates to phasing and timing of the development, reduce the total number of apartments, and modify the phasing requirements on two (2) parcels of land approximately 77.90 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R403524 and R051592; and generally located southwest of the intersection of 183A Toll Road and RM 2243, Leander, Williamson County, Texas. **POSTPONED**

REGULAR AGENDA

15. Adjournment
Meeting adjourned at 6:06 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
7/17/2025

AGENDA SUBJECT:

Authorize Purchasing Agreement L00431 by and between the City of Leander and the Municipal Emergency Services, Inc. for the purchase of tools, firefighting equipment and personal protection equipment maintenance, replacement, and repair services with Sourcewell, Contract numbers 011124-MES, 011824-MES, 020124-MES, and 010424-MES for three (3) years for a total of 900,000.00 utilizing a Cooperative Purchasing Program; providing for an effective date; and authorize the City Manager to execute any and all necessary documents

BACKGROUND:

Chapter 791, § 271.102 of the Texas Government Code states; "a local government may participate in a Cooperative Purchasing Program with another local government or a local cooperative organization. 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 goods or services."

When local governments purchase goods or services, they have three (3) options in order to complete those purchases: requesting invitations to bid; soliciting requests for proposals; or by utilizing the cooperative purchasing program established by the State of Texas.

A Master Interlocal Agreement permits the City to utilize the cooperative organization's current and/or future contracts for goods and services without having to seek competitive bids. This is due to the fact that the cooperative secures pricing through a competitive bid process on items that are commonly or frequently used for municipal operations.

This agreement allows the City to purchase items and services from the vendor up to \$900,000.00 in costs on/or before three (3) years from the execution date. If approved, this agreement will authorize the City to purchase firefighting equipment, personal protective equipment (PPE), and related goods throughout the term of the agreement. These expenditures are provided in line item 01-50-5217 MINOR EQUIPMENT of the Fire Administration annual budget. Annualized expenditures in this line item have ranged from approximately \$275,000 to \$525,000. It is anticipated that expenditures through this agreement will apply to FY 2026, FY 2027, and FY 2028.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Victor Castillo, Purchasing Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$900,000.00
<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. Packet Municipal Emergency Services Contract

CITY OF LEANDER AGREEMENT FOR PURCHASE OF FIREFIGHTING EQUIPMENT
AND PERSONAL PROTECTIVE EQUIPMENT (PPE) WITH
MUNICIPAL EMERGENCY SERVICES, INC.

THE STATE OF TEXAS	§	
	§	
CITY OF LEANDER	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
	§	

THAT THIS AGREEMENT for the purchase of firefighting equipment and personal protective equipment (PPE), and for related goods (referred to herein as the "Agreement"), is made and entered into on this the 15 day of the month of May, 2025 by and between the **CITY OF LEANDER**, a Texas home-rule municipality, whose offices are located at 105 N. Brushy Street, Leander, Texas 78641 (referred to herein as the "City"), and **MUNICIPAL EMERGENCY SERVICES, INC.**, whose offices are located at 2 Turnberry Ln, 2nd Floor, SandyHook, CT 06482 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods, specifically firefighting equipment and PPE;
and

WHEREAS, City is a member of the Sourcewell Cooperative Purchasing Program ("Sourcewell ") and Vendor is an approved Sourcewell vendor through Sourcewell Contract # 011124-MES, 011824-MES, 020124-MES and 010424-MES (enclosed in Exhibit A); and

WHEREAS, City desires to purchase certain goods from Vendor through Sourcewell as set forth herein;
and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties. and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and Vendor is obligated to provide said goods.

B. **City** means the City of Leander, Williamson County, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Vendor** means Municipal Emergency Services Inc., its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall terminate July 17, 2028.

C. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 ITEMS

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence, or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in

a valid Supplemental Agreement as described in Section 9.01 herein.

D. Vendor warrants that the equipment described in Exhibit "A" are in good working order and are suitable for the purposes for which they are intended.

5.01 ACCEPTANCE OF GOODS AND COSTS

A. The City shall examine the equipment described in Exhibit "A" upon receipt and shall accept or reject any goods which are damaged or otherwise insufficient. The City shall not pay for damaged or insufficient goods.

B. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

C. The City shall be authorized to pay the Vendor an amount not-to-exceed **Nine Hundred Thousand and No/100 Dollars (\$900,000.00)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the goods as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on

September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(6); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed or goods to be delivered; (2) the costs associated with the payment of goods and services; or (3) the duration of the work to be performed. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Vendor shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Vendor shall make no claim for extra work done or goods delivered unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Vendor nor for any costs incurred by Vendor relating to additional work not directly authorized by Supplemental Agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee, or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Billy Wusterhausen
Fire Department Chief
101 Sonny Drive
Leander, Texas 78641
Phone Number: 512-528-1664
bwusterhausen@leandertx.gov

14.01 INSURANCE

Vendor shall meet all City of Leander Insurance Requirements as set forth at: <https://www.leandertx.gov/finance/page/purchasing>.

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees, and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Leander, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. The Vendor represents that the Vendor and all wholly owned subsidiary, majority-

owned subsidiary, parent Vendor and affiliates of Contractor 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, the Vendor represents that the Vendor and all wholly owned subsidiary, majority-owned subsidiary, parent Vendor and affiliates of Vendor 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.

D. The Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent Vendor or affiliate of Vendor (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.

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

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet, or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Municipal Emergency Services Inc.
12 Turnberry Lane, 2nd Floor
Sandy Hook, CT 06482

Notice to City:

City Manager
105 N. Brushy Street Leander, TX
78641

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Leander, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement, or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein

and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Leander

Municipal Emergency Services Inc. 

Signature

Print Name: _____

Title: City Manager

Date: _____



Signature

Print Name: John Walker

Title: CFO

Date: 7/1/2025

EXHIBIT A

Sourcewell Contracts # 011124-MES, 011824-MES, 020124-MES and 010424-MES

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will provide discount off List/MSRP pricing. Attached are our vendors current list price. We will also include a and a spreadsheet listing each vendor and the discount offered.
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will provide a discount off of the vendor MSRP sheet as the Sourcwell proposed bid price.
62	Describe any quantity or volume discounts or rebate programs that you offer.	n/a
63	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For open market requested items or items not on contract, MES will provide a quote reflecting the best price offered.
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	n/a
65	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping is an additional cost only for customer requests for expedited, next day, or for bulky oversized shipments. Items in this category are quoted upon request.
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and/or freight to Alaska or Hawaii are quoted upon request. We also deliver specific products within the Quebec region of Canada. Freight will be reviewed when requested from our Canadian customers to determine if additional costs and expenses are needed to provide materials. If additional freight cost are identified, the cost will be presented to our Canadian customers for approval prior to delivery.
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MES offers the unique ability to supply our customer's from the closest warehouse located to the site of service or delivery. Our unique distribution methods provides the ability to deliver quickly and efficiently across the US and in certain areas in Canada. Special delivery requirements or expedited delivery options are also available and can be quoted upon request. In the event a product is not in stock, our relationships with our vendors typically results in expedited availability shipped to our customers with little to no impact to the delivery requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
68	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

PPE
MES - Sourcewell Contract #010424 PROPOSAL

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Structural Firefighting, Aircraft Rescue)Turnout Gear			
	Turnout Gear	Fire Dex	9% Off Current MSRP
	Turnout Gear	Honeywell	5% Off Current MSRP
	Turnout Gear	TecGen	9% Off Current MSRP
	Turnout Gear	Veridian	5% Off Current MSRP
Wildland Firefighting Protective Gear	Wildland all available ensemble	Crew Boss (Western Shelter)	5% Off Current MSRP
	Wildland all available ensemble	Fire Dex	9% Off Current MSRP
	Wildland all available ensemble	PGI	9% Off Current MSRP
	Wildland all available ensemble	Honeywell	5% Off Current MSRP
	Wildland all available ensemble	TecGen	9% Off Current MSRP
	Wildland all available ensemble	Veridian	5% Off Current MSRP
EMS & General Fire Garments, Technical Rescue, USAR/Urban Search and Rescue EMS Emergency Medical Operations Protective Ensembles, Station Wear			
	Tec/USAR/Station Wear & Accessories	Propper	5% Off Current MSRP
	Tec/USAR/Station Wear	Fire Dex / TecGen	9% Off Current MSRP
	Tec/USAR/Station Wear	Gerber	Net
	Tec/USAR/Station Wear & Accessories	NRS	5% Off Current MSRP
	Tec/USAR/Station Wear	Game Sportswear	15% Off Current MSRP
	Tec/USAR/Station Wear Accessories	5.11 Tactical	26% Off Current MSRP
	Tec/USAR/Station Wear	SanMar	5% Off Current MSRP

MES - Sourcewell Contract #010424 PROPOSAL

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
	Tec/USAR/Station Wear	Elbeco	29% Off Current MSRP
	Tec/USAR/Station Wear	Fechiemer	19% Off Current MSRP
	Tec/USAR/Station Wear	First Tactical	24% Off Current MSRP
	Tec/USAR/Station Wear	Honeywell	5% Off Current MSRP
	Tec/USAR/Station Wear	VF Workrite Work Wear	15% Off Current MSRP
	Tec/USAR/Station Wear	Horace Small	15% Off Current MSRP
	Tec/USAR/Station Wear & Accessories	Veridian	5% Off Current MSRP
	Service Alterations Custom Adds	MES Shops	Net MSRP
Helmets & Related Accs	Helmets	Bullard	25% Off Current MSRP
	Helmets	Fire Dex	9% Off Current MSRP
	Helmets	Honeywell	5% Off Current MSRP
Helmets & Related Accs	Gloves	5.11 Tactical	26% Off Current MSRP
	Gloves	FireDex	9% Off Current MSRP
	Gloves	Fire Craft	9% Off Current MSRP
	Gloves	Honeywell	5% Off Current MSRP
	Gloves	Ringers	14% Off Current MSRP
	Gloves	Veridian	28% Off Current MSRP
Helmets & Related Accs	Hoods	FireDex	9% Off Current MSRP
	Hoods	Honeywell	5% Off Current MSRP
	Hoods	Majestic	14% Off Current MSRP
	Hoods	PGI	14% Off Current MSRP
	Hoods	Veridian	25% Off Current MSRP
Boots/Shoes/Structural/Station	Boots/Shoes/Station	5.11 Tactical	26% Off Current MSRP
	Boots/Shoes/Multi	Danner	19% Off Current MSRP
	Boots/Shoes/Station	Bates	9% Off Current MSRP
	Boots/Multi	Black Diamond	14% Off Current MSRP
	Boots/Structural/Station	FireDex	9% Off Current MSRP
	Boots/Structural/Station	Honeywell	5% Off Current MSRP
	Boots/Shoe	Lacrosse	19% Off Current MSRP

MES - Sourcewell Contract #010424 PROPOSAL

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Accessories	Nozzles	TFT	20% Off Current MSRP
	Lockers, Racks, Shelving	Groves Ready Racks	2% Off Current MSRP
	Brackets	SCBAS	9% Off Current MSRP
	Accessories	Kappler	1% Off Current MSRP
	Brackets	Zyco	15% Off Current MSRP
Maintenance & Cleaning Services Garment Decontaminations		Circul-Air	3% Off Washers & Dryers 5% Off Lockers
	Cleaning, Alterations, & Customizations	Northwest Safety Clean	Fixed Pricing Per Price MSRP
Protective Garment Laundry Machines	Laundry Machines, Extractor machines	Groves	2% Off Current MSRP
Garment Care for Turnout and other Fire Clothing Repairs	Garment Car	Minurva/Gear Wash	Quoted per job depending on spec and issue due to certs.
Eye Protection	Eye Protection	5.11 Tactical	26% Off Current MSRP
	Eye Protection	ESS Eye wear	25% Off Current MSRP
	Eye Protection	3m Peltor	17% Off Current MSRP
Gas Masks	Gas Masks & Related Gear	Avon Protection	5% off current MSRP
CRN Hazmat Gear	Hazmat Gear	Avon Protection	5% off current MSRP
	Hazmat Suits	DuPont	14% Off Current MSRP
	Hazmat Gear	FSI North America	9% Off Current MSRP
Firefighter Training Gear & other related equipment and accessories	Firefighter Training Gear	Lightning X	5% Off Current MSRP
	Firefighter Training Gear	North American Rescue	8% Off Current MSRP
	Firefighter Training Gear	True North	5% Off Current MSRP
	Fire Trainer	KFT Fire Trainer	Net Price on Price MSRP
	Training Regulators	Blast Mask	8% Off Current MSRP
	Training Aids	Simulaids	7% Off Current MSRP
Radio Holder & Pouche	Radio Holder & Pouches	Gould & Goodrich	9% Off Current MSRP
	Pouches & Parts	Safariland Redline	5% Off Current MSRP

Other Protective PPE Gear			
Body Armor	Concealable Armor	Point Blank	29% Off Current MSRP
	Tactical Armor & Helmets	Point Blank	19% Off Current MSRP
	Tactical Armor & Helmets	Paraclete	19% Off Current MSRP
	Tactical Armor, Helmets & Accessories	Team Wendy	5% Off Current MSRP
	Tactical Armor, Helmets & Accessories	Avon Protection	5% Off Current MSRP
	Body Armor	GH Armor	30% Off Current MSRP
	Tactical Armor, Helmets & Accessories	Lion	5% Off Current MSRP

MES - Sourcewell Contract #011124

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Uniform apparel, uniform, accessories, and footwear	apparel/uniforms	5.11 Tactical	26% Off Current MSRP
	apparel/uniforms	Avon Protection	5% off current MSRP
	apparel/uniforms	Broome	10% off current MSRP
	apparel/uniforms	Shelter)	5% Off Current MSRP
	apparel/uniforms	Elbeco	29% Off Current MSRP
	apparel/uniforms	Fechierner	19% Off Current MSRP
	apparel/uniforms	First Tactical	24% Off Current MSRP
	apparel/uniforms	Game Sportswear	15% Off Current MSRP
	apparel/uniforms	Gerber Outerwear	10% off current MSRP
	apparel/uniforms	Hero's Pride	10% off current MSRP
	apparel/uniforms	Honeywell	5% Off Current MSRP
	apparel/uniforms	Horace Small	15% Off Current MSRP
	apparel/uniforms	Keystone Cap	10% off current MSRP
	apparel/uniforms	KFT Fire Trainer	Net Price on Price MSRP
	apparel/uniforms	Lightning X	5% Off Current MSRP
	apparel/uniforms	Lion	5% Off Current MSRP *gloves cannot be sold
	apparel/uniforms	North American Rescue	8% Off Current MSRP
	apparel/uniforms	Propper	5% Off Current MSRP
	apparel/uniforms	Rocky	10% off current MSRP
	apparel/uniforms	Rothco	10% off current MSRP
	apparel/uniforms	SanMar	5% Off Current MSRP
	apparel/uniforms	Spiewak	10% off current MSRP
	apparel/uniforms	True North	5% Off Current MSRP
	apparel/uniforms	Veridian	5% Off Current MSRP
	apparel/uniforms	VF Workrite Work Wear	15% Off Current MSRP
	apparel/uniforms	Warson Brands	10% off current MSRP
	apparel/uniforms	Weinbrenner	10% off current MSRP
Customization		MES Shops	Net MSRP if new garment required + customer sew requirements @ \$40/hour
		Tailoring	Net MSRP if new garment required + customer sew requirements @ \$40/hour
		Embroidery	Net MSRP if new garment required + customer sew requirements @ \$40/hour
		Art Requests/Requireme	Net MSRP if new garment required + customer sew requirements @ \$40/hour
Maintenance & Cleaning Services			
Garment Decontaminations	Cleaning, Alterations, & Customizations	Circul-Air	2% Off Washers & Dryers 5% Off Lockers
	Cleaning, Alterations, & Customizations	Northwest Safety Clean	Fixed Pricing Per Price MSRP
Protective Garment Laundry Machines	Laundry Machines, Extractor machines	Groves	2% Off Washers & Dryers 5% Off Lockers
Garment Care , Fire Clothing Repairs	Garment Care	Minurva/Gear Wash	Quoted per job depending on spec and issue due to certs.

MES - Sourcewell Proposal 020124

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
Thermal Imaging	Thermal Imaging Cameras	SEEK	5% Off Current Price Sheet
Flashlights	Flashlights	Streamlight	25% Off Current Price Sheet
	Flashlights	Fox Fury	11% Off Current Price Sheet
	Flashlights	Pelican	8% Off Current Price Sheet
	Flashlights	Kohler Brightstar	4% Off Current Price Sheet
Fans	Fans	Eramco	19% Off Current Price Sheet
	Fans	SuperVac	9% Off Current Price Sheet
	Fans	Tempest	19% Off Current Price Sheet
	Bat Fans etc.	Leader North America	19% Off Current Price Sheet
	Saws etc.	Tempest	19% Off Current Price Sheet
	Saws etc.	SuperVac	9% Off Current Price Sheet
Eye Protection	Eye Protection	5.11 Tactical	26% Off MAP of Current Price Sheet
	Eye Protection	Ess Eye Wear	25% Off Current Price Sheet
	Eye Protection	3m Peltor	17% Off Current Price Sheet
	Trauma Kits	Combat Medical	8% Off Current Price Sheet
Tools	Tools	Council Tool	25% Off Current Price Sheet
	Tools	Flamefighter	20% Off Current Price Sheet
	Tools	Nupla	25% Off Current Price Sheet
	Tools	Leatherhead	25% Off Current Price Sheet
	Tools	Ajax	5% Off Current Price Sheet
Rescue Tools, Force Entry, Cutters	Rescue Tools	Genesis	9% Off Current Price Sheet
	Rescue Tools	Hurst Edraulics	13% Off Current Price Sheet
	Rescue Tools	Hurst StrongArm	5% Off Current Price Sheet
	Rescue Tools	Hurst/Vetter	13% Off Current Price Sheet
	Rescue Tools & Parts	Makita	1% Off Current Price Sheet
Gas Detection	Handheld, Kits	Honeywell	5% Off Current Price Sheet
Maintenance, Service & Testing	Rescue Tool Annual Test & Maintenance as needed	MES Certified Tech	Net Sheet
	Cribbing & Other Rescue	Turtle Plastics	5% Off Current Price Sheet
	Cribbing & Other Rescue	Plastics Plus	5% Off Current Price Sheet
Search & Rescue Equipment	Rescue	CMC	5% Off Current Price Sheet
	Rescue	Firehooks	5% Off Current Price Sheet
	Harness	Gemtor	14% Off Current Price Sheet
	Detection	Industrial Scientific	6% Off Current Price Sheet
	Rescue	Junkin	4% Off Current Price Sheet
	Rescue	Lakeland	9% Off Current Price Sheet
	Rescue	Mustang Survival	15% Off Current Price Sheet
	Detection Testing	OHD	4% Off Current Price Sheet
	Rescue	Petzel	9% Off Current Price Sheet
	Rescue	PGI	14% Off Current Price Sheet

MES - Sourcewell Proposal 020124

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
	Rescue	PMI (Pigeon Mountain)	4% Off Current Price Sheet
	Rescue	PIP	4% Off Current Price Sheet
	Rescue	Team Wendy	5% Off Current Price Sheet
	Rescue	Avon	5% Off Current Price Sheet
	Rescue	Rescue 42	4% Off Current Price Sheet
	Rescue	RIT	15% Off Current Price Sheet
	Detection	Scott Gas Detection	4% Off Current Price Sheet
	Rescue	Yates	4% Off Current Price Sheet
	Rescue	Sam Carbis Altco Lite	35% Off Current Price Sheet
	Rescue	Fire-Com	4% Off Current Price Sheet
	Rescue	Bridgehill Blankets	8% Off Current Price Sheet
Hazardous Material (Hazardous Equipment)	Hazmat Gear	Avon Protection	15% Off Current Price Sheet
	Hazmat Suits	DuPont	14% Off Current Price Sheet
	Hazmat Gear	FSI North America	9% Off Current Price Sheet
	Hazmat Gear	Kappler	1% Off Current Price Sheet
Fire Extinguishers	Extinguishers	Amerex	24% Off Current Price Sheet
Firefighting Foam	Foam	National Foam	3% Off Current Price Sheet
	Foam	Johnson Chemguard	4% Off Current Price Sheet
	Foam	Johnson Ansul	19% Off Current Price Sheet
	Foam	Intelagard	7% Off Current Price Sheet
	Foam	BioEx	5% Off Current Price Sheet
Badges & Accessories	Badges & Accessories	Blackington	15% Off Current Price Sheet
Protective Item	Protective Item	Diamond Hero Wipes	9% Off Current Price Sheet
Accessories	Accessories	Hammerhead	5% Off Current Price Sheet
Firefighting (Municipal) Hoses	Hose Only	Kochek	24% Off Current Price Sheet
	Hose	Matex	24% Off Current Price Sheet
	Brass	Akron	19% Off Current Price Sheet
	Brass	Action Coupling	24% Off Current Price Sheet
	Brass	Elkhart	25% Off Current Price Sheet
Firefighting (Municipal) Hoses	Brass	Harrington	34% Off Current Price Sheet
	Brass Other Than Hose	Kochek	25% Off Current Price Sheet
	Brass	Sterling	14% Off Current Price Sheet
	Brass	S&H	Catalog which is roughly 20% Off
	Brackets	Ziamatic	10% Off Current Price Sheet

MES - Sourcewell Proposal 020124			
PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
CAF Systems	Compressed Air	Ecocaf	3% Off Current Price Sheet
Containment	Containers (industrial, steel, plastic)	Husky	5% Off Current Price Sheet
Fire Pumps	Fire Pumps	CET Pumps	9% Off Current Price Sheet
Accessories	Nozzles	TFT	20% Off Current MSRP
	Lockers, Racks, Shelving	Groves Ready Racks	2% Off Current MSRP Washers & Dryers
			5% Off Current MSRP Lockers
	Brackets	SCBAS	9% Off Current MSRP
	Accessories	Kappler	1% Off Current MSRP
	Brackets	Zyco	15% Off Current MSRP

MES - Sourcwell Contract #011824

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE OF PUBLISHED PRICE OR AS NOTED
SCBA & Equipment	SCBA sets NFPA	3M Scott Safety	16% Off Current MSRP
SCBA & Equipment	Communications and Face Piece Options	3M Scott Safety	9% Off Current MSRP
SCBA & Equipment	Cylinders	3M Scott Safety	16% Off Current MSRP
SCBA & Equipment	Air Cart	3M Scott Safety	5% Off Current MSRP
SCBA & Equipment	Fill Stations and Compressors	Revolveair	Net MSRP
SCBA & Equipment	Rit Paks	3M Scott Safety	9% Off Current MSRP
SCBA & Equipment	Ska Paks	3M Scott Safety	9% Off Current MSRP
SCBA & Equipment	Pak Tracker	3M Scott Safety	9% Off Current MSRP
SCBA & Equipment	Service for SCBA Air Test	3M Scott Safety	Contact, MES Rep for Service Coverage and Pricing
SCBA & Equipment	Service for SCBA Air Test	MES Scott Tech	Contact, MES Rep for Service Coverage and Pricing
SCBA & Equipment	Service for Fill Stations and Compressors	MES Tech	Contact, MES Rep for Service Coverage and Pricing
SCBA & Equipment	Parts	3M Scott Safety	Net MSRP
SCBA & Equipment	Parts	SCBAs	9% Off Current MSRP
SCBA & Equipment	Parts	Rescue Intellitech	Net MSRP



EXECUTIVE SUMMARY
7/17/2025

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 readings of the ordinance were delayed and are now scheduled for July 17, 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:

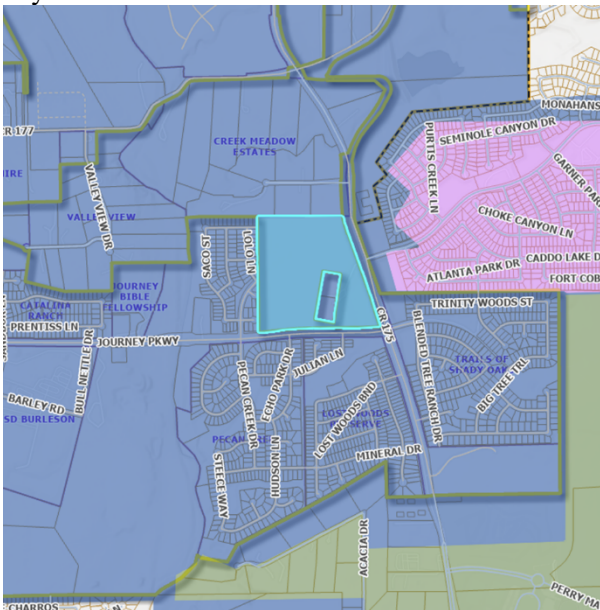
The property is located northwest of the intersection of CR 175 and Journey Parkway, including approximately 48.96 acres $\pm$ in size. The homestead located within the site is currently within the City Limits and has an interim zoning of SFR-1-B (Single-Family Rural). This property is on the southern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



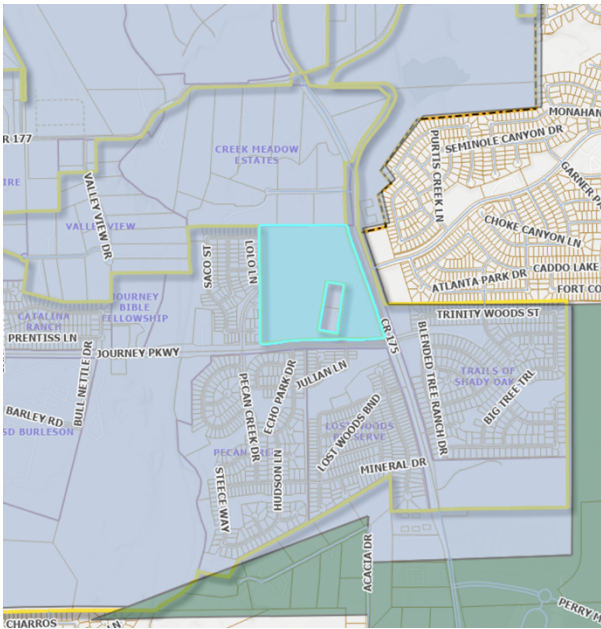
UTILITIES:

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.

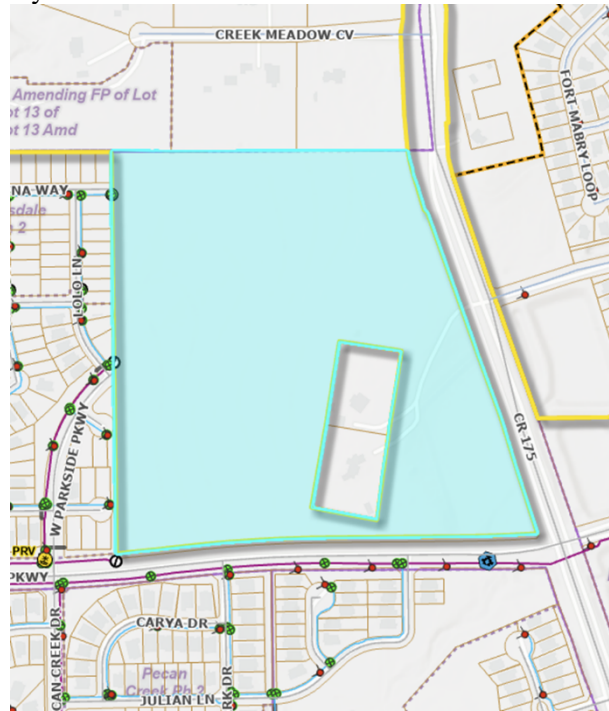
City of Leander Water CCN:



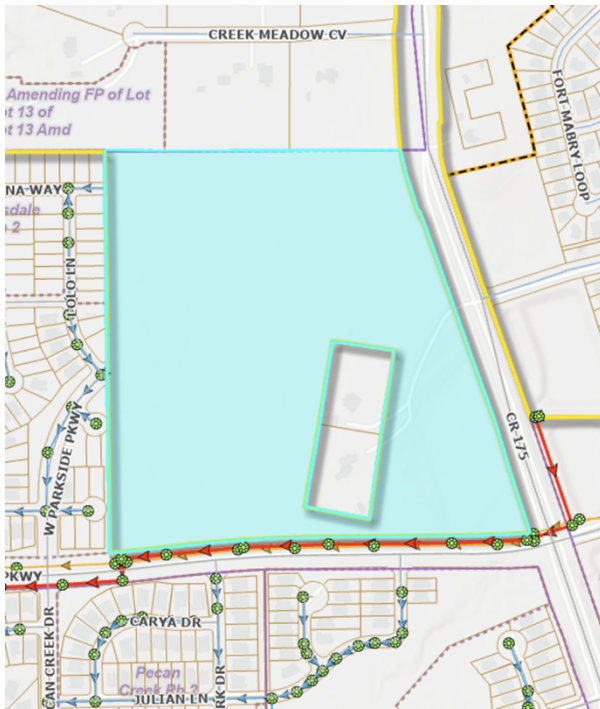
City of Leander Water CCN:



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 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
 07/01/2025 - City Council, 1st Reading of the Ordinance Postponed

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. 25-015-00

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 15th day of May 2025, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner(s):

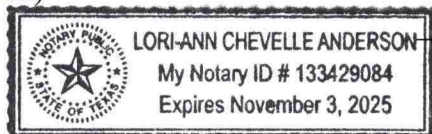
By: Christy Simpson Ledbetter
Christy Simpson Ledbetter
Independent Executor of the Estate of Peggy Borho Simpson
Williamson County, Texas, No. 24-0422-CP4

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 TO PEGGY BORHO SIMPSON 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



Kimley»Horn

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	4/22/2025	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:

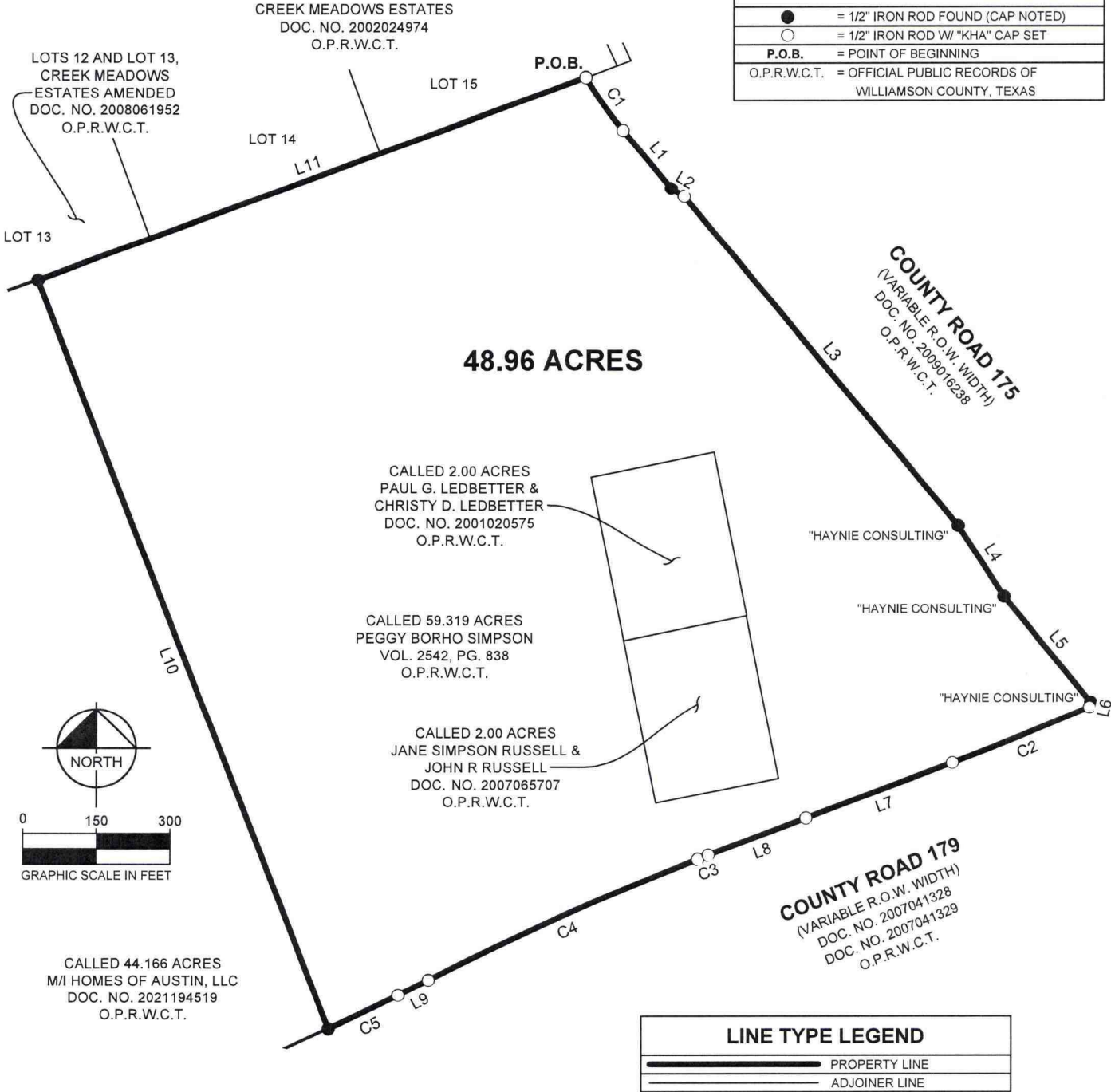
BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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	4/22/2025	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

SCALE 1" = 300'	DRAWN BY RPP	CHECKED BY MMII	DATE 4/22/2025	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					
SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	4/22/2025	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 15th day of May, 2025.

ATTEST:


Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS


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

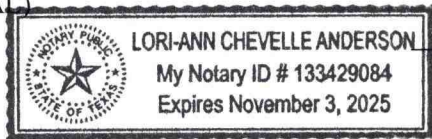
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BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Christy Simpson Ledbetter on behalf of the Estate of Peggy Borho Simpson, owner of the Subject Property and Petitioner herein, known 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.

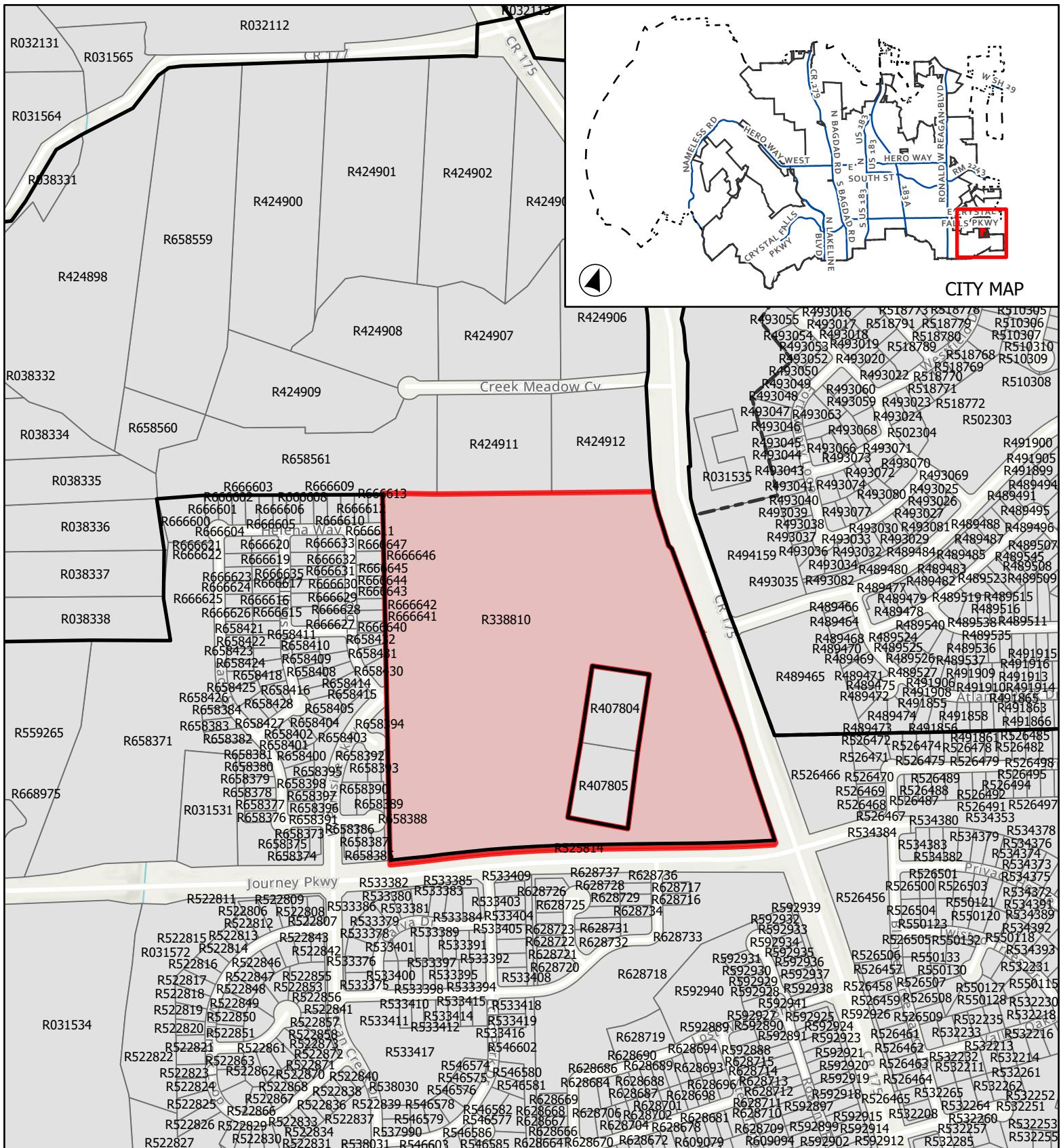
GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 23 day of April 2025.

(SEAL)



[Signature]
Notary Public - State of Texas





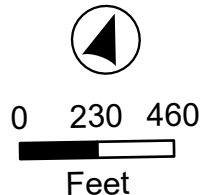
CASE: A-25-0022

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.



- City Limits
- ETJ
- Subject Boundary

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 25-049-00

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 17th day of July, 2025.

FINALLY PASSED AND APPROVED on this 17th day of July, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
7/17/2025

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 readings of the ordinance were postponed to the July 17, 2025 agenda. 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:

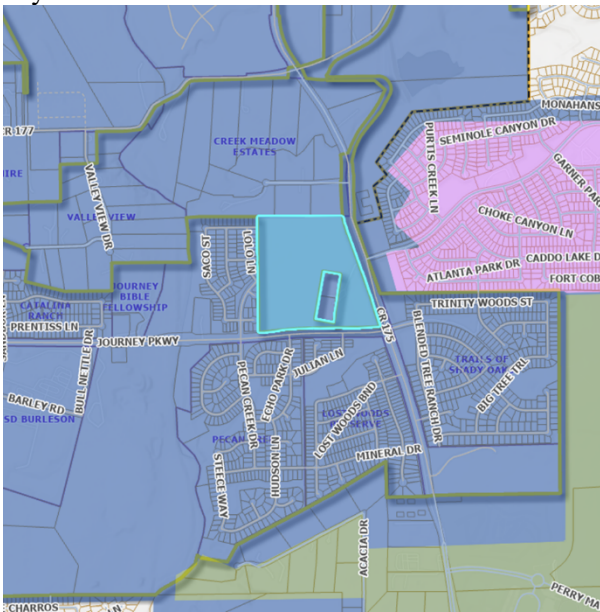
The property is located northwest of the intersection of CR 175 and Journey Parkway, including approximately 48.96 acres $\pm$ in size. The homestead located within the site is currently within the City Limits and has an interim zoning of SFR-1-B (Single-Family Rural). This property is on the southern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



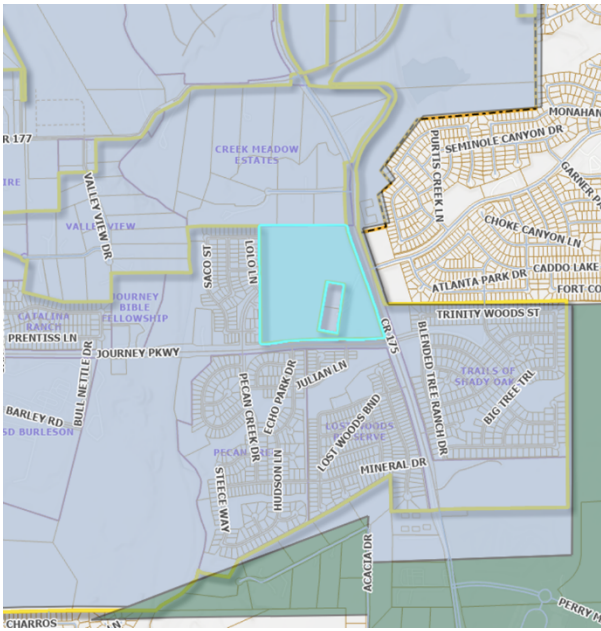
UTILITIES:

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.

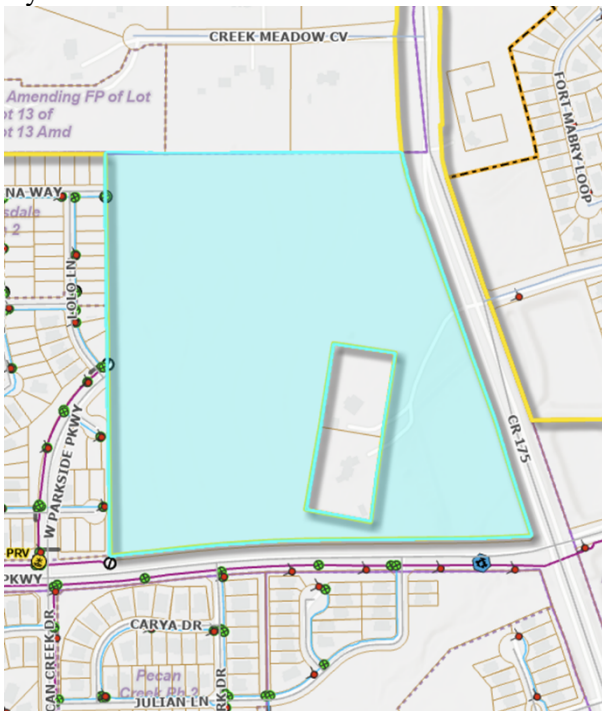
City of Leander Water CCN:



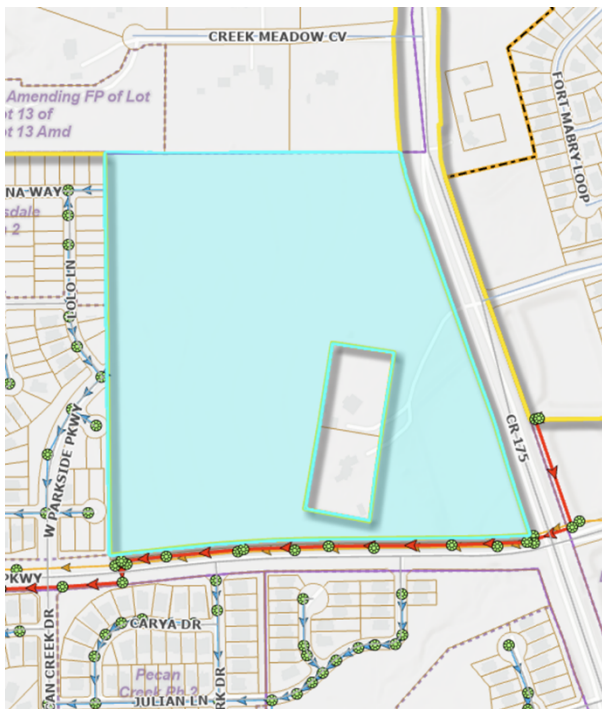
City of Leander Water CCN:



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 Postponed

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 Zoning case associated with this development is placed on the regular agenda of this meeting. 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. 25-015-00

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 15th day of May 2025, with the City Secretary of the City of Leander, Williamson County, Texas.

Petitioner(s):

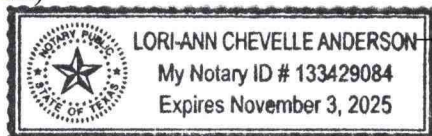
By: Christy Simpson Ledbetter
Christy Simpson Ledbetter
Independent Executor of the Estate of Peggy Borho Simpson
Williamson County, Texas, No. 24-0422-CP4

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 TO PEGGY BORHO SIMPSON 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



Kimley»Horn

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	4/22/2025	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:

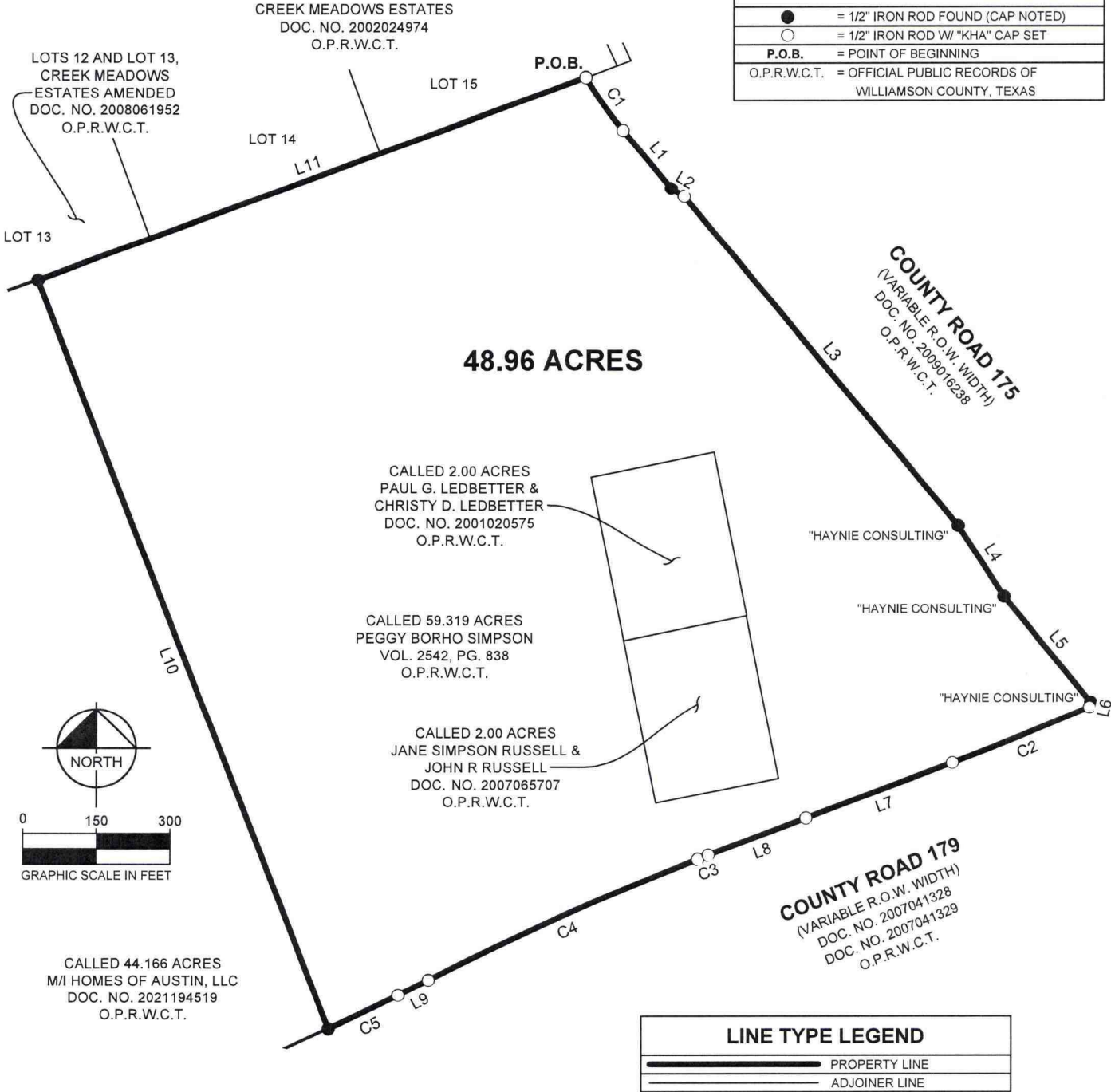
BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203). ALL COORDINATES AND DISTANCES SHOWN HEREON ARE SURFACE VALUES. THE SURFACE ADJUSTMENT FACTOR IS 1.00012. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.

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	4/22/2025	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.

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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
TBPELS FIRM # 10194624
TEL. NO. (512) 418-1771
WWW.KIMLEY-HORN.COM

SCALE 1" = 300'	DRAWN BY RPP	CHECKED BY MMII	DATE 4/22/2025	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					
SCALE	DRAWN BY	CHECKED BY	DATE	PROJECT NO.	SHEET NO.
N/A	RPP	MMII	4/22/2025	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.

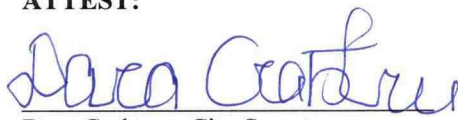
(8) **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

(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.

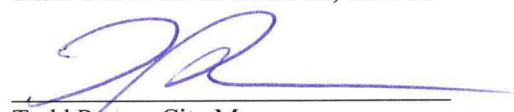
(10) **Entire Agreement.** This Agreement contains the entire Agreement between the Parties relating to the rights herein granted and the obligations herein assumed and cannot be varied except by written agreement of the Parties. Any oral representation or modification concerning this instrument shall 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 15th day of May, 2025.

ATTEST:


Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS


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

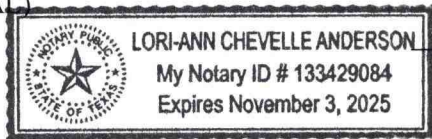
§
§
§

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. 25-049-00

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 17th day of July, 2025.

FINALLY PASSED AND APPROVED on this 17th day of July, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
7/17/2025

AGENDA SUBJECT:

Acceptance of public infrastructure improvements associated with Subdivision Case PICP-23-0091 Northline, Block L for streets, stormwater/drainage, water, and wastewater improvements.

BACKGROUND:

Approximately \$850,000 in required public infrastructure site improvements for streets, stormwater/drainage, water, and wastewater for Northline, Block L, 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. This tract consists of 1.06901 acres and 22 residential lots.

The maintenance bond will commence the two-year (2) term upon City Council acceptance, as anticipated, on July 17, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through July 17, 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:

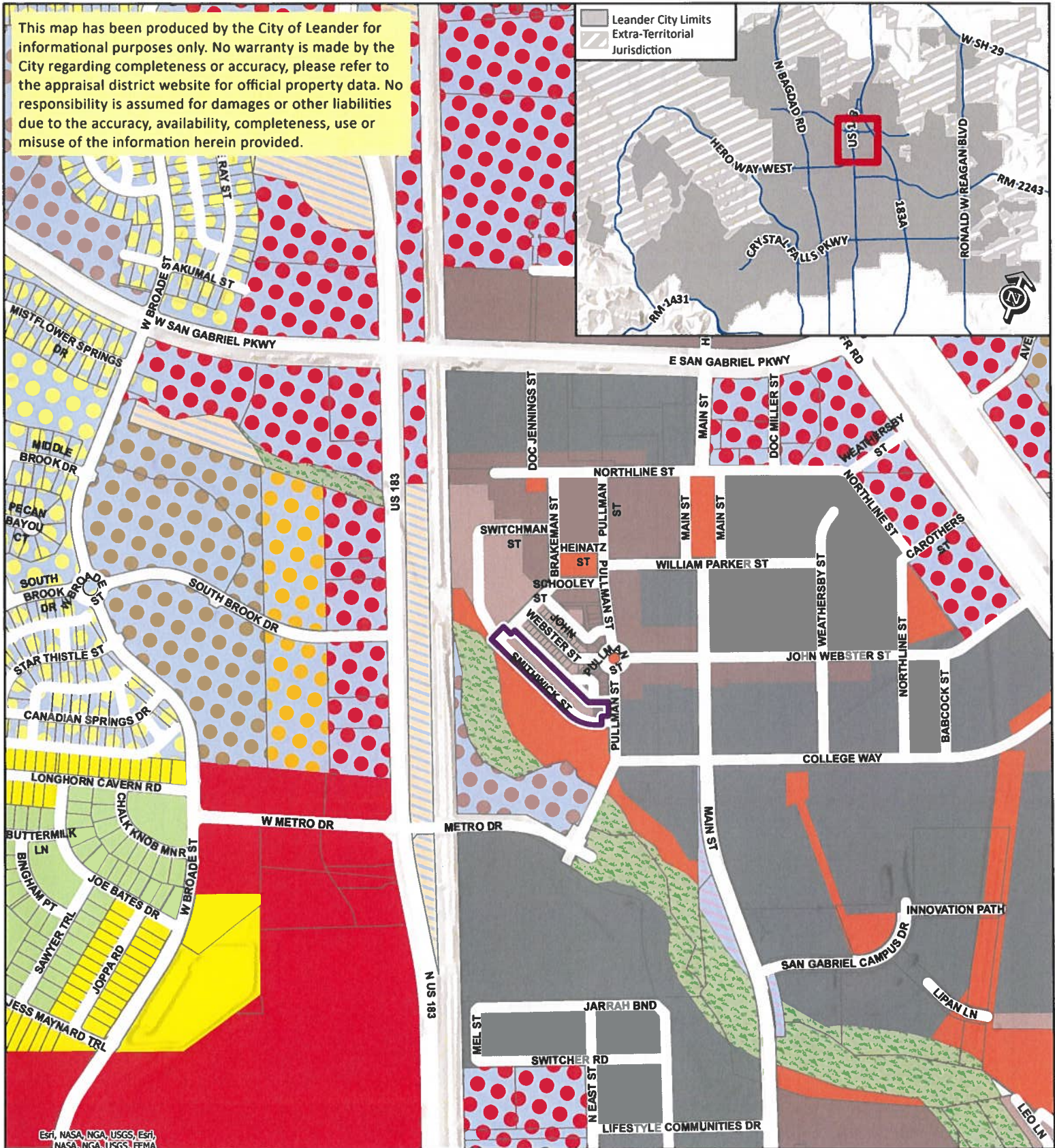
Emily Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

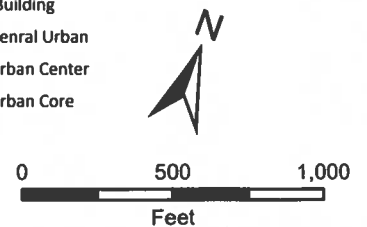
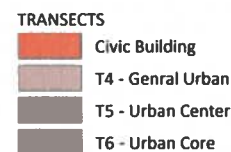
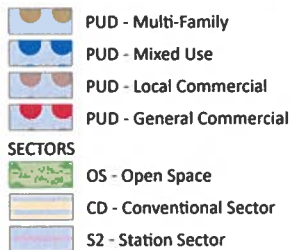
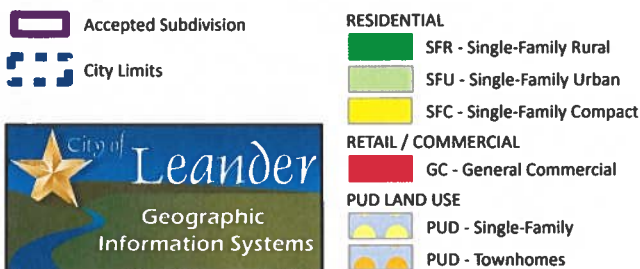
1. Northline Blk L Acceptance

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



SUBDIVISION ACCEPTANCE

Northline Block L - PICP-23-0091



June 6, 2025

CLIENT:

Alex Tynberg
Highway 183a N & San Gabriel Parkway
Leander, TX 78641

PROJECT:

Northline Block L
Leander, TX
Contour Project No: 25-097

REGISTERED ACCESSIBILITY SPECIALIST:

Elaine Andersen, RAS #1284
Co-Founder



INSPECTION COMPLETED – NO VIOLATIONS

To Whom It May Concern:

This report presents the findings of the on-site inspection for the **Northline Block L, Leander** Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. **An inspection of the site was conducted on June 6, 2025, which included the review of 4 curb ramps and 2 crosswalks at Smithwick & Brakeman.**

All of the pedestrian elements were found to be in compliance with the Texas Accessibility Standards. The scope of work is limited to the inspection of the elements and excludes project registration with TDLR and a formal plan review of the design documents.

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement.

If you have any questions, contact Elaine Andersen at Elaine@Contour-Collective.com.

Sincerely,

A handwritten signature in black ink that reads "Elaine Andersen".

Elaine Andersen, RAS #1284



June 6th, 2025

Attention: Sarvesh D. Dhakal, P.E.
Assistant City Engineer
City of Leander
201 N. Brushy Street
Leander, TX 78641

**RE: Engineer's Concurrence Letter for Northline – Block L Public Improvement
Construction Plans Project #PICP-23-0091**

Dear Mr. Dhakal:

On May 22nd, 2025, I, the undersigned professional engineer, or my representative, made a visual observation of the above referenced project. No discrepancies in the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are constructed in substantial compliance with the approved construction plans.

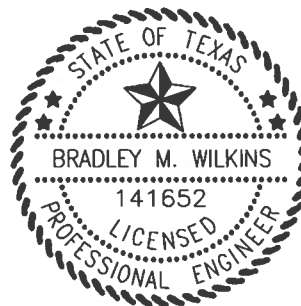
Please contact me at 512-418-1771 if additional information is required.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in black ink, reading "Bradley M. Wilkins". The signature is fluid and cursive, with the first name "Bradley" being more prominent than the last name "Wilkins".

Bradley M. Wilkins, P.E.
Project Manager
TBPE F-928



Bond Number: 2352531

COUNTY OF WILLIAMSON §

WHEREAS, the said Principal has constructed

Page 144 of 244

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 6th day of June, 2025

Liberty Civil Construction, LLC

Principal

By: 

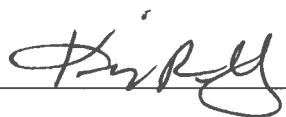
Title: Michael Ehrhardt, President

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, LLC

32335 US Highway 281 S, Suite 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, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By 
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

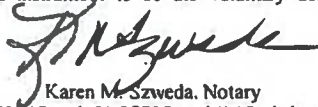
this 29th day of APRIL, 2025

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. Szweda, 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 6th day of June, 2025.




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 concerniente 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 6, 2025
City of Leander
201 N. Brushy Street
Leander, Texas 78641

To whom it may concern:

The following is the information as applicable to the Final Cost and Quantities, and Inspection Fee Settle Up of the Northline – Block L Public Improvement Construction Plans Project #PICP-23-0091 of this “project”.

Name on Approved Construction Documents: Northline – Block L Public Improvement Construction Plans Project #PICP-23-0091

Name on Bank Bond for Fiscal Posting: _____

Final Cost and Quantities:

Costs Categories	Totals
Streets	\$335,103.41
Stormwater/Drainage	\$66,113.61
Water	\$240,269.07
Wastewater	\$206,679.93
Streetlights	\$0.00
Landscape Improvements	\$0.00

Total = **\$848,166.02**

Total Improvements =	\$848,166.02
Maintenance Bond (10%) =	\$84,816.60

*Note that this total differs from the final pay application from the contractor as it excludes bonds and items that were not part of Northline – Block L Public Improvement Construction Plans Project #PICP-23-0091. The inspection fee receipt is also included for reference.

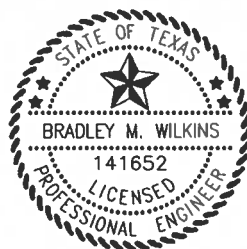
Inspection Fee Settle Up:

Total Improvements =	\$	848,166.02
Currently Paid Inspection Fees =	\$	39,600.64
Inspection Fees (3.5%) =	\$	29,685.81
Insp. Fee to be Reimbursed to Developer =	\$	9,914.83

If you have any questions or require any additional information, please do not hesitate to contact me at 512-418-4503.

Sincerely,

Bradley M. Wilkins, P.E.
Project Manager
TBPE F-928



Attachments: Final Costs & Quantities; Pay Application for Northline – Block L Public Improvement Construction Plans Project #PICP-23-0091

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: June 6, 2025

Developer: Northline Leander Development Company, LP

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

Project: **Northline-Block L Public Improvements Construction Plans
(PICP-23-0091)**

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 6th day of June, 2025.

AFFIANT:

Signature: 

Typed Name: Michael Ehrhardt

Title: President

STATE OF TEXAS

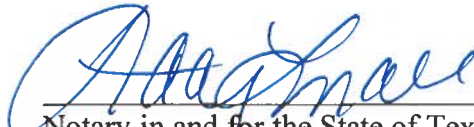
COUNTY OF WILLIAMSON

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 6th day of June, 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
7/17/2025

AGENDA SUBJECT:

Approval of the Roadway Impact Fee (RIF) Offset Agreement for the Northline Subdivision for the expansion of roadway improvements to the northern half of College Way from Weathersby Street to the 183A Toll Road to reduce the RIF paid at the time of building permits to reflect the value of the expansion pursuant to Article 12.08 of the Code of Ordinances; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

In 2022, the City initiated a Roadway Impact Fee (RIF) study to determine what amount of fees should be assessed to recover the incremental cost of impacts from each new unit of development on arterial and collector roadways in Leander. Impact Fees are a mechanism for funding public infrastructure necessitated by new development, such as police and fire facilities, parks, schools, roads, and utilities. In Texas, these fees may also fund water, wastewater, roadway, and drainage facilities. In July 2022, the City Council adopted Article 12.08 of the Code of Ordinances establishing Roadway Impact Fees (the "RIF Ordinance"), which went into effect on January 7, 2023.

The RIF study includes projects that may be funded by the collected impact fees. The RIF ordinance authorizes offsets to be established and approved by agreement for qualifying contributions towards roadway improvements that are in the roadway improvement plans. The Northline Subdivision is dedicating right-of-way and constructing improvements that are considered Eligible System Facilities for RIF Offsets. The amount is designed to fairly reflect the value of the construction of the roadway. The attached Offset Agreement establishes an offset amount to be applied to reduce roadway impact fees due upon issuance of building permits within the Northline Subdivision for the expansion of the roadway improvements for the northern half of College Way from Weathersby Street to 183A Toll Road, until the offset amount is exhausted.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

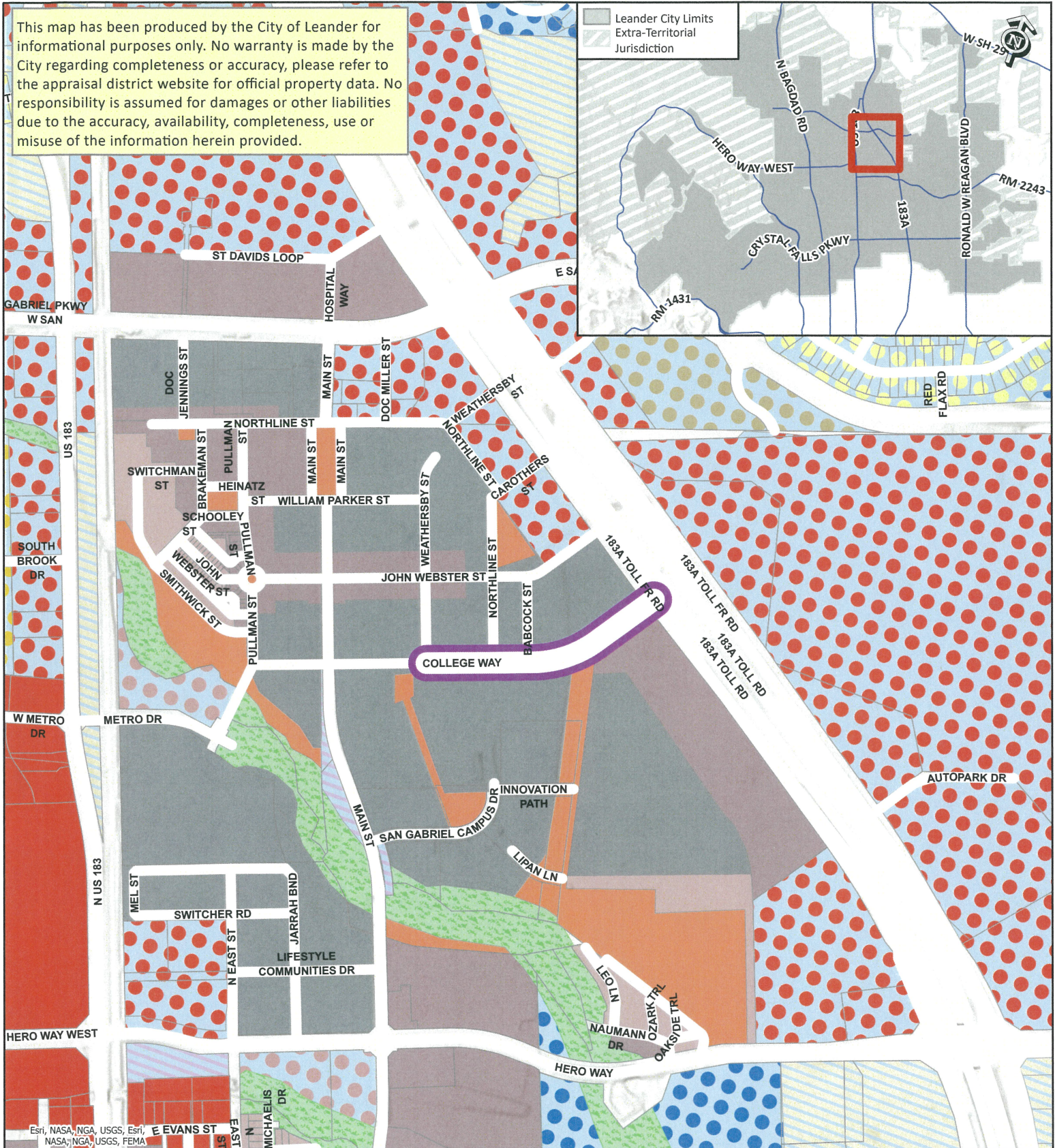
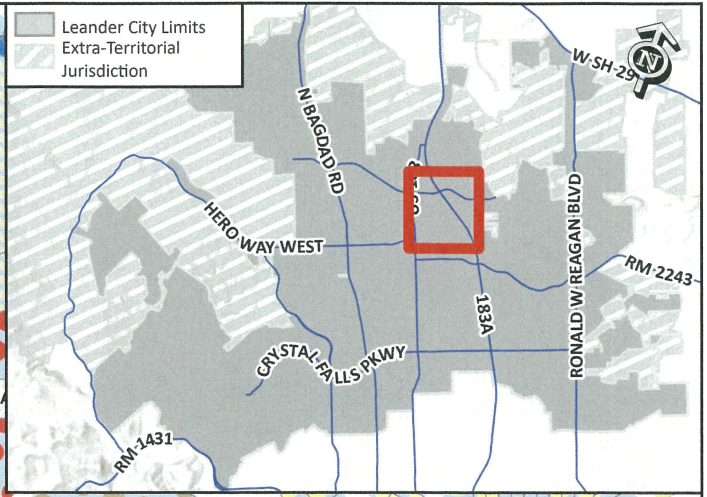
Emily D. Truman, PE, CFM, PMP, City Engineer

Fiscal Impact

Attachments:

1. Northline Offset Agreement Map
2. Northline RIF Offset Agreement 07.10.2025

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

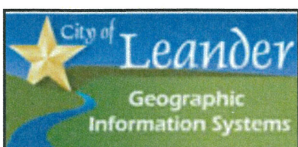


SUBDIVISION ACCEPTANCE

Northline - College Way RIF Offset - PP-24-0062 & PP-24-0064

City Limits

Accepted Subdivision



RETAIL / COMMERCIAL

GC - General Commercial

PUD LAND USE

PUD - Single-Family

PUD - Townhomes

PUD - Multi-Family

PUD - Mixed Use

PUD - Local Commercial

PUD - General Commercial

SECTORS

OS - Open Space

CD - Conventional Sector

S2 - Station Sector

TRANSECTS

Civic Building

T4 - General Urban

T5 - Urban Center

T6 - Urban Core

0 500 1,000
Feet



THE STATE OF TEXAS §
 §
WILLIAMSON COUNTY §

**ROADWAY IMPACT FEE OFFSET AGREEMENT FOR THE
NORTHLINE SUBDIVISION**

This Roadway Impact Fee Offset Agreement for the Northline Subdivision (the “**AGREEMENT**”) is made by and between the City of Leander, (hereinafter “**CITY**”) a Texas Home Rule municipality and **Northline Leander Development Company, LP**, a Texas limited partnership (hereinafter “**DEVELOPER**”), collectively, the “**PARTIES**”.

RECITALS

WHEREAS, pursuant to Article 12.08, City of Leander Code of Ordinances (“**RIF Ordinance**”), the City has adopted and administers a roadway impact fee program;

WHEREAS, the RIF Ordinance addresses the circumstances when roadway System Facilities are eligible for Offsets against roadway impact fees (“**RIF**”) required to be paid pursuant to the RIF Ordinance;

WHEREAS, the City has agreed that the Eligible System Facilities described in Article I are eligible for Offsets;

WHEREAS, this Agreement is entered prior to the issuance of building permits for the Development to establish Offsets to reduce RIF otherwise due for the Development;

WHEREAS, the Parties have agreed to the value assigned to the Offsets in accordance with the methodologies set forth in the RIF Ordinance; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the RIF Ordinance;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

**Article I.
DESCRIPTION OF
DEVELOPMENT AND ELIGIBLE
SYSTEM FACILITIES**

- A. **The Development.** The Development is known as Northline located in Leander, Williamson County, Texas, as more particularly described in City-approved Preliminary Plats PP-24-0062 and PP-24-0064 (the “**Preliminary Plats**”) and **Exhibit A**. The

Development has more than one phase.

B. **Roadway Service Area Location.** The Development is located in Roadway Service Area E.

C. **Eligible System Facilities.**

1) Description of Facilities: The Eligible System Facilities are the following and are more particularly described in the construction plans approved by the City.

a) Infrastructure: Construction of roadway improvements for the northern half of College Way from Weathersby Street to the 183A Toll Road, shown in **Exhibit B**. The roadway improvements consist of the roadway, associated drainage facilities, curbs, and any street lighting, as more particularly shown in the City-approved construction plans.

b) Right-of-way: The following is right-of-way to be conveyed for roadway facilities which is not required by the Development: Approximately 35,837.27 square feet of land required for the road construction of the northern half of College Way from Weathersby Street to the 183A Toll Road, shown in **Exhibit B**.

2) Phasing of Eligible System Facilities. The Eligible System Facilities may be constructed in two phases as shown in **Exhibit C**.

3) Eligibility for Offsets. The Eligible System Facilities are included in the RIF CIP. The Eligible System Facilities do not include site-related facilities. The Eligible Infrastructure shall comply with applicable City regulations and approved construction plans and shall not be less than what is required by the zoning, subdivision, and development regulations.

4) Construction Status:

a) The status of construction of the Eligible System Facilities as of the Effective Date of this Agreement is proposed.

b) The status of conveyance of the Right-of-Way as of the Effective Date is proposed.

5) Limits of Construction: The limits of construction for the purpose establishing the Offset are shown as the northern half of College Way from Weathersby Street to the 183A Toll Road, attached hereto and incorporated herein for all purposes as **Exhibit B**. The limits of construction shown in the City-approved construction plans for the Eligible System Facilities shall control.

Article II.

ROADWAY IMPACT FEE AMOUNT

A. **Roadway Impact Fee Amount.** The total RIF's for the Development are established by the RIF Ordinance for the number of service units shown in the final plats and the

approved site plans for the Development, as they are approved from time to time.

- B. **Rough Proportionality.** The Parties acknowledge that as provided in Section 212.904, Texas Local Government Code, the City may require Developer to contribute a portion of the costs of municipal infrastructure improvements by the making of dedications, the payment of fees, or the payment of construction costs (collectively the “**Infrastructure Costs**”), provided Developer’s portion of Infrastructure Costs do not exceed the amount required for infrastructure improvements that are roughly proportionate to the Development impact (the “**Proportionate Costs**”).

Article III.

ROADWAY IMPACT FEE OFFSET

- A. **Method of Calculating Offset.** The Offset shall be calculated as follows:
- 1) For infrastructure, the Offset shall be the actual cost to construct the Eligible System Facilities based on the construction contract, invoices, and other documentation reasonably required by the City that establish the amount paid by the Developer to construct the Eligible System Facilities.
 - 2) For right-of-way dedication, the Offset shall be calculated as follows:
 - a) Williamson County Central Appraisal District value as of the date of this Agreement, which is Nine Dollars and 20/100 (\$9.20) per square foot.
 - b) Only the portion of the right-of-way not required by the Development is entitled to an Offset. The following portion of the Right-of-Way is entitled to the Offset; provided that the City-approved construction plans shall be used to determine the amount of land dedicated: Approximately 35,837.27 square feet of land required for the road construction of northern half of College Way from Weathersby Street to the 183A Toll Road, shown in **Exhibit B**.
- B. **Documentation Required.** At the time that the Developer requests the City accept Eligible System Facilities, or a phase thereof, the Developer shall submit to the City documentation in a form acceptable to the City establishing the cost of the Eligible System Facilities that are eligible for inclusion in the Offset in accordance with Section III.A. In the event the Eligible System Facilities are constructed in phases, the City Engineer is authorized to document the Offsets for each phase using a form substantially similar to that set forth in **Exhibit D** and attaching the completed form to this Agreement.
- C. **Transportation Demand.** The transportation demand for proposed development within the Property is estimated to be \$4,164,908.35. The City may require the transportation demand, the Eligible Facilities, or the Offset to be reevaluated based on any change in service units for the Development that are shown in the Preliminary Plats.
- D. **Method of Applying Offsets.**

- 1) The Offset shall be applied at the time of application for the first building permit for the Development, at each building permit application thereafter on a first-come-first-serve basis, to reduce RIF's due until the Offset is exhausted.
- 2) For RIF's paid for building permit applications submitted prior to the date the City accepts the Eligible Facilities, the Developer may request a one-time rebate of said RIF's (the "**Rebate Request**"). The Rebate Request amount shall count towards the maximum Offset amount authorized under Section III(A). The Rebate Request must be in writing and delivered to the City within forty-five (45) days of the date that the City accepts the Eligible Facilities for ownership, maintenance, and operation (the "**Rebate Request Deadline**"). The City will have no obligation to pay a Rebate Request delivered to the City after the Rebate Request Deadline. The City will pay the Developer an RIF rebate in the amount set forth in this subsection within forty-five (45) days following a timely and compliant Rebate Request, subject to the terms and conditions of this Agreement.

E. Limitations on Offsets.

- 1) If the Offset calculated pursuant to this Agreement exceeds the RIF's due at building permit, then no RIF shall be due at building permits. Remaining Offsets are not transferable nor eligible to be refunded.
- 2) The Offsets for the Eligible System Facilities become effective:
 - a) For infrastructure, at the time the Eligible System Facilities are completed and accepted by the City, and the documentation set forth in Section III.B is provided to the City; and
 - b) Conveyed to the City in the case of the right-of-way.
- 3) The Developer shall not be eligible for Offsets for any infrastructure for which the Developer seeks reimbursement from the City of Leander Tax Increment Reinvestment Zone Number 1.
- 4) Offsets expire within fifteen years of the date the City accepted the Eligible System Facilities, or fifteen years from the date of City acceptance of the first phase of the Eligible System Facilities in the event that the Eligible Facilities are constructed in phases. Unused Offsets are not eligible to be refunded.
- 5) Offsets shall be administered as provided in the RIF Ordinance, to the extent the RIF Ordinance do not conflict with this Agreement.

**Article IV.
MISCELLANEOUS**

The following miscellaneous provisions are made part of this Agreement:

A. Termination. The City may terminate this Agreement in the event that the Development

expires by giving written notice to the Developer, and the termination shall be effective on the thirtieth (30th) day following the date of such notice.

- B. Additional Instruments.** The City and the Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
- C. Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- D. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Williamson County, Texas.
- E. Assignment.** The Developer may assign this Agreement with the City's consent (such consent not to be unreasonably conditioned, withheld or delayed), but in no event shall the Offsets provided for in the Agreement be transferred to any development not subject to the plat associated with such Offsets.
- F. Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- G. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- H. Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
- I. Enforcement.** The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. The Developer shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining the Developer's compliance with this Agreement.
- J. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral

oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council of the City of Leander, Texas.

K. Exhibits and Attachments. All Exhibits and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes.

L. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.

M. Gender. The gender of the wording throughout this Agreement shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.

N. Immunities and defenses.

- 1) By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
- 2) No employee of City, or any councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement

O. Mutual Assistance. City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

P. Notices. Any notice, statement and/or communication required and/or permitted to be delivered hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, by messenger, by facsimile, or by reputable overnight carrier, and shall be deemed delivered when received at the addresses of the Parties set forth below, or at such other address furnished in writing to the other Parties thereto:

DEVELOPER: Northline Leander Development Company, LP
3710 Meadowbank Drive
Austin, TX 78703
Phone: 512-496-5373
Fax: 512-597-8897

WITH COPY TO: Graves Dougherty Hearon & Moody
Attn: R. Alan Haywood
401 Congress Avenue, Suite 2700
Austin TX 78701
Phone: (512) 480-5631
Fax: (512) 480-5631

and

WITH COPY TO LEGAL COUNSEL:

CITY: City Manager
City of Leander
105 N. Brushy St.
Leander, TX 78640
Phone: (512) 528-2700
Fax: (512) 690-2193

WITH COPY TO: The Knight Law Firm, LLP
Attn: Paige Saenz
223 W. Anderson Lane, Suite A105
Austin, Texas 78752
Phone: (512) 323-5778
Fax: (512) 323-5773

Q. Ordinance Applicability. The signatories hereto shall be subject to all ordinances of the City, whether now existing or in the future arising provided however no ordinance shall reduce or diminish the contractual obligations contained herein. This Agreement shall confer no vested rights on the Development unless specifically enumerated herein.

R. Severability. In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

S. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a

period of time following the termination of this Agreement shall survive termination.

EXECUTED in duplicate originals to be effective as of the date of the last signature below.

DEVELOPER:

NORTHLINE LEANDER DEVELOPMENT COMPANY, LP

By: NLDC GP, LLC, a Texas limited liability company, General Partner

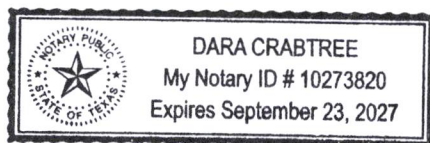
By: Tynberg, LLC, a Texas limited liability company, Manager

By: Alexander D Tynberg
Alex Tynberg, Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 10 day of July, 2025, by Alex Tynberg, as Manager of Tynberg, LLC, a Texas limited liability company, on behalf of said limited liability company as Manager of NLDC GP, LLC, a Texas limited liability company, on behalf of said limited liability company as the General Partner of NORTHLINE LEANDER DEVELOPMENT COMPANY, LP, a Texas limited partnership, on behalf of said limited partnership.

Dara Crabtree
NOTARY PUBLIC, State of Texas



Signature Page to
ROADWAY IMPACT FEE OFFSET AGREEMENT FOR THE NORTHLINE
SUBDIVISION

CITY:

CITY OF LEANDER,
a Texas municipal corporation

By: _____

Name: Todd, Parton, City Manager

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the __ day of _____, 2025 by Todd Parton, City Manager of the City of Leander, Texas, a Texas municipal corporation, on behalf of said City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires:_____

Exhibit A
The Development

EXHIBIT A

DESCRIPTION OF PROPERTY

115.7076 acres of land, more or less, comprised of those three (3) certain tracts of land containing 22.781 acres, more or less, out of the William Mancil Survey, Abstract No. 437 in Leander, Williamson County, Texas, more particularly described on **Exhibit A-1** attached hereto; 47.5871 acres, more or less, in the Talbot Chambers Survey, Abstract No. 125 in Leander, Williamson County, Texas, more particularly described on **Exhibit A-2** attached hereto; and 45.3395 acres of land, more or less, more or less, in the Talbot Chambers Survey, Abstract No. 125 in Leander, Williamson County, Texas, more particularly described on **Exhibit A-3** attached hereto.



DOROTHY R. WINTERS EXEMPT FAMILY TRUST
WILLIAM MANCIL SURVEY, ATRACT NO. 437
22.781 ACRES (992,343 SQ. FT.)

DESCRIPTION OF 22.781 ACRES (992,343 SQ. FT.) OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS. OUT OF THE WILLIAM MANCIL SURVEY, ATRACT NO. 437. BEING A PORTION OF A 159.838 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO DOROTHY R. WINTERS EXEMPT FAMILY TRUST IN DOCUMENT NO. 2014021295 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 22.781 ACRES (992,343 SQ. FT.), BEING TWO TRACTS OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1:

BEGINNING at a 1/2" iron rod found in the easterly line of a 100 foot wide right-of-way for railroad purposes, quitclaimed to the City of Austin by deed of record in Volume 1417, Page 282, Official Records of Williamson County, Texas, same being the westerly line of said 159.838 Acre Tract, at the southwesterly corner of a 3.733 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway - R.O.W. width varies) by deed of record in Document No. 2004068740, Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

THENCE over and across said 159.838 Acre Tract, with the southerly line of said 3.733 Acre Tract, same being the northerly line of the herein described tract the following two (2) courses:

1. N71°51'31"E, a distance of 261.37 feet to a 1/2" iron rod found;
2. N71°29'44"E, a distance of 843.54 feet to an iron rod with cap found at the most westerly corner of a 163 square foot tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway - R.O.W. width varies) by deed of record in Document No. 2010082651, Official Public Records of Williamson County, Texas;

THENCE N72°06'36"E, continuing over and across said 159.838 Acre Tract with the southerly line of said 163 square foot tract, same being the northerly line of the herein described tract, a distance of 81.22 feet to an iron rod with cap found in the westerly line of a 2.124 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway - R.O.W. width varies) by deed of record in Document No. 2006066934, Official Public Records of Williamson County, Texas, at the southwesterly corner of said 163 Square Foot Tract;

THENCE continuing over and across said 159.838 Acre Tract with the westerly and southerly lines of said 2.124 Acre Tract, same being the northerly line of the herein described tract the following two (2) courses:

1. S16°45'56"E, a distance of 8.41 feet to a cotton spindle found at the southwesterly corner of said 2.124 Acre Tract;
2. N69°57'17"E, a distance of 39.44 feet to an iron rod with G&R Cap set at the northwesterly corner of a 0.821 acre tract conveyed to The City of Leander, Texas for street right-of-way purposes (Mel Mathis Avenue - 80' R.O.W.) by deed of record in Document No. 2012077074, Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE continuing over and across said 159.838 Acre Tract with the westerly line of said 0.821 Acre Tract, same being the easterly line of the herein described tract the following two (2) courses:

1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

Page 1 of 3

EXHIBIT A-1



1. S17°55'56"E, a distance of 420.33 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the left;
2. Along said curve to the left, having a radius of 1079.00 feet, an arc length of 25.93 feet and a chord which bears S18°37'14"E, a distance of 25.93 feet to an iron rod with G&R Cap set in the northerly line of a 269.836 acre tract described in a deed of record to RB 270 Partnership in Document No. 2004036768, Official Public Records of Williamson County Texas, same being the southerly line of said 159.838 Acre Tract, for the southeasterly corner of the herein described tract;

THENCE with the southerly line of said 159.838 Acre Tract, same being in part the northerly line of said 269.836 Acre Tract and in part the northerly line of Lot 2, San Gabriel Park, a subdivision of record in Cabinet Y. Slides 364-367, Plat Records of Williamson County Texas, the following five (5) courses:

1. S70°42'59"W, a distance of 3.13 feet to an iron rod with G&R Cap set at the common northerly corner of said 269.836 Acre Tract and said Lot 2;
2. S71°12'01"W, a distance of 61.83 feet to a 1/2" iron rod found;
3. S69°02'16"W, a distance of 90.38 feet to a 1/2" iron rod found;
4. S70°43'16"W a distance of 728.63 feet to a 1/2" iron rod found;
5. S70°11'21"W, a distance of 314.93 feet to a 1/2" iron rod found in the easterly line of said 100 foot wide right-of-way for railroad purposes and the westerly line of said 159.838 Acre Tract, for the southwesterly corner of the herein described tract;

THENCE N21°11'57"W, with the common line of said 100 foot wide right-of-way for railroad purposes and said 159.838 Acre Tract, a distance of 477.91 feet to the POINT OF BEGINNING, containing an area of 12.931 acres (563,261 sq. ft.) of land, more or less.

TRACT 2:

BEGINNING at a cotton spindle found in the westerly line of a 24.697 acre tract, conveyed to Williamson County, Texas for Highway 183-A right-of-way purposes (400' R.O.W.) by deed of record in Document No 2004068741, Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE S56°04'40"E, over and across said 159.838 Acre Tract, with the westerly line of said 24.697 Acre Tract, same being the easterly line of the herein described tract, a distance of 712.18 feet to a 1/2" iron rod found in northerly line of a 269.836 acre tract described in a deed of record to RB 270 Partnership in Document No. 2004036768, Official Public Records of Williamson County Texas, for the southeasterly corner of the herein described tract;

THENCE with the common line of said 159.838 Acre Tract and said 269.836 Acre Tract the following three (3) courses:

1. S71°18'14"W, a distance of 79.46 feet to a 1/2" iron rod found;
2. S70°37'32"W, a distance of 53.16 feet to a 1/2" iron rod found;

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Page 2 of 3



3. S70°42'59"W, a distance of 938.59 feet to an iron rod with G&R Cap set at the southeasterly corner of a 0.821 acre tract conveyed to The City of Leander, Texas for street right-of-way purposes (Mel Mathis Avenue - 80' R.O.W.) by deed of record in Document No. 2012077074, Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;

THENCE leaving the common line of said 159.838 Acre Tract and said 269.836 Acre Tract and continuing over and across said 159.838 Acre Tract with the easterly line of said 0.821 Acre Tract, same being the westerly line of the herein described tract, the following two (2) courses:

1. Along a curve to the right, having a radius of 999.00 feet, an arc length of 24.05 feet and a chord which bears N18°37'19"W, a distance of 24.05 feet to an iron rod with G&R Cap set at the end of said curve
2. N17°55'56"W, a distance of 423.28 feet to an iron rod with G&R Cap set in the southerly line of a 2.124 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway - R.O.W. width varies) by deed of record in Document No. 2006066934, Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

THENCE N69°57'17"E, continuing over and across said 159.838 Acre Tract with the southerly line of said 2.124 Acre Tract, same being the northerly line of the herein described tract, a distance of 115.16 feet to an iron rod with cap found at the southwesterly corner of a 0.808 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway - R.O.W. width varies) by deed of record in Document No. 2010082651, Official Public Records of Williamson County, Texas;

THENCE continuing over and across said 159.838 Acre Tract with the southerly line of said 0.808 Acre Tract, same being the northerly line of the herein described tract, the following two (2) courses:

1. Along a curve to the left, having a radius of 1113.00 feet, an arc length of 444.24 feet and a chord which bears N59°35'56"E, a distance of 441.30 feet to an iron rod with cap found at the end of said curve;
2. N48°11'55"E, a distance of 93.35 feet to the POINT OF BEGINNING, containing an area of 9.850 (429,082 sq. ft.) acres of land, more or less. FOR A TOTAL AREA OF 22.781 (992,343 SQ. FT.) ACRES OF LAND WITHIN TRACTS 1 AND 2.

Phillip L. McLaughlin
 Phillip L. McLaughlin
 Registered Professional Land Surveyor
 State of Texas No. 5300
 07-19-16

Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.

G&R Surveying Project No. 16240
 ATTACHMENTS: 16240 GR-ALTA.DWG



1805 Ouida Drive, Austin, TX 78728
 Phone (512)267-7430 • Fax (512)836-8385

Page 3 of 3

Talbot Chambers Survey, Abstract No. 125

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 47.5871 ACRES (2,072,892 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 269.836 ACRE TRACT CONVEYED TO RB 270 PARTNERSHIP, RECORDED IN DOCUMENT NO. 2004036768 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 47.5871 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

Land Surveying

PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wards.com
www.4wards.com

BEGINNING, at a 1/2-inch iron rod with "Ward-5811" cap found in the curving east right-of-way line of Mel Mathis Boulevard (right-of-way varies), and being the southwest corner of a called 9.850 acre tract conveyed to Area Leander I LP, recorded in Document No. 2016069577 (O.P.R.W.C.T.) and being in the north line of said 269.836 acre tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "Ward-5811" cap found at point of tangency in the east right-of-way line of said Mel Mathis Boulevard, and being in the west line of said 9.850 acre Area Leander I LP tract, bears, 24.13 feet along the arc of a curve to the right, having a radius of 999.00 feet, and whose chord bears N18°36'59"W, a distance of 24.13 feet;

THENCE, leaving the east right-of-way line of said Mel Mathis Boulevard, with the north line of said 269.836 acre RB 270 Partnership tract and the south line of said 9.850 acre Area Leander I LP tract, the following three (3) courses and distances:

- 1) N70°42'41"E, a distance of 938.70 feet to a 1/2-inch iron rod found for an angle point hereof,
- 2) N70°36'57"E, a distance of 53.16 feet to a 1/2-inch iron rod found for an angle point hereof, and
- 3) N71°20'07"E, a distance of 79.42 feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being the southeast corner of said 9.850 acre Area Leander I LP tract, and being in the north line of said 269.836 acre RB 270 Partnership tract, and being in the west right-of-way line of US Highway 183A (400' right-of-way, conveyed in Document No(s). 2004068741 and 2004088731 (O.P.R.W.C.T.);

THENCE, leaving the north line of said 269.836 acre RB 270 Partnership tract, with the west right-of-way line of said US Highway 183A, over and across said 269.836 acre RB 270 Partnership tract, S56°03'41"E, passing at a distance of 524.73 feet a TxDOT Type II Brass Disc Monument with "CTRMA" stamp found, and continuing for a total distance of 1,299.85 feet to a 1/2-inch iron rod with "KHA" cap found for the southeast corner hereof, said point being the northeast corner of a called 100.000 acre tract, conveyed to Austin Community College District recorded in Document No. 2010030836 (O.P.R.W.C.T.), from which a TxDOT Type II Brass Disc Monument with "CTRMA" stamp found at a point of curvature in the west right-of-way line of said US Highway 183A, and being in the east line of said 100.000 acre Austin Community College District tract bears, S56°03'41"E, a distance of 724.81 feet;

THENCE, over and across said 269.836 acre RB 270 Partnership tract, with the north line of said 100.000 acre Austin Community College District tract, the following three (3) courses and distances:

- 1) S33°55'23"W, a distance of 371.76 feet to a 5/8-inch iron rod with aluminum "MWM" cap found for a point of curvature hereof,
- 2) 390.32 feet along the arc or a curve to the right, having a radius of 630.00 feet, and whose chord bears S51°42'47"W, a distance of 384.11 feet to a 5/8-inch iron rod with aluminum "MWM" cap found for a point of tangency hereof, and

EXHIBIT A-2

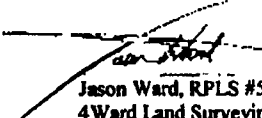
- 3) S69°24'42"W, a distance of 1,157.38 feet to a 1/2-inch iron rod with "Ward-5811" cap set for the southwest corner hereof, said point being the northwest corner of said 100.000 acre Austin Community College District tract, and being in the east right-of-way line of said Mel Mathis Boulevard;

THENCE, over and across said 269.836 acre RB 270 Partnership tract, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of the herein described tract the following two (2) courses and distances:

- 1) N20°34'14"W, a distance of 1,393.85 feet to a 1/2-inch iron rod with "Ward-5811" cap set for a point of curvature hereof, and
- 2) 22.41 along the arc of a curve to the right, having a radius of 999.00 feet, and whose chord bears N19°55'40"W, a distance of 22.41 feet to the POINT OF BEGINNING, and containing 47.5871 Acres (2,072,892 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508 47 Acre Tract.dwg)


 Jason Ward, RPLS #5811
 4Ward Land Surveying, LLC

2/1/17

EXHIBIT " "

Talbot Chambers Survey, Abstract No. 125

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 45.3395 ACRES (1,974,990 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, SAN GABRIEL PARK, A SUBDIVISION RECORDED IN CABINET Y, SLIDES 364-367 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 45.3395 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:



PO Box 90876
Austin, TX 78709
512.537.2384
jward@jwardls.com
www.jwardls.com

BEGINNING, at a 1/2-inch iron rod found in the east right-of-way line of the Capital Metropolitan Transportation Authority Railroad (100' right-of-way), conveyed in Document No. 2000020773 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), being the southwest corner of a called 12.931 acre tract conveyed to Area Leander 1, L.P. in Document No. 2016069577 (O.P.R.W.C.T.), and being the northwest corner of said Lot 2, for the northwest corner hereof, from which a 1/2-inch iron rod found at the intersection of the south right-of-way line of San Gabriel Parkway (right-of-way width varies), partially dedicated in Document No. 2004068740 (O.P.R.W.C.T.), and the east right-of-way line of said Railroad, bears N21°12'43"W, a distance of 477.90 feet;

THENCE, leaving the east right-of-way line of said Railroad, with the common line of said 12.931 acre tract and said Lot 2, the following four (4) courses and distances:

- 1) N70°11'45"E, a distance of 314.90 feet to a 1/2-inch iron rod found for an angle point hereof,
- 2) N70°43'28"E, a distance of 728.71 feet to a 1/2-inch iron rod found for an angle point hereof,
- 3) N69°06'10"E, a distance of 90.47 feet to a 1/2-inch iron rod found for an angle point hereof, and
- 4) N71°06'42"E, a distance of 61.67 feet to a 1/2-inch iron rod with "Ward-5811" cap set for the northeast corner hereof, being an angle point in the west right-of-way line of Mel Mathis Boulevard (right-of-way width varies), partially dedicated in Document No. 2014077239 (O.P.R.W.C.T.), and being the northeast corner of said Lot 2;

THENCE, with the west right-of-way line of said Mel Mathis Boulevard and the east line of said Lot 2, the following three (3) courses and distances:

- 1) S20°36'40"E, a distance of 1,117.48 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
- 2) S20°26'00"E, a distance of 27.68 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, and
- 3) S20°29'52"E, a distance of 128.25 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof;

THENCE, with the east line of said Lot 2, in part being the west right-of-way line of Mel Mathis Boulevard, and in part being the west line of a called 3.827 acre tract conveyed to the City of Leander, Texas in Document No. 2014005725 (O.P.R.W.C.T.), S20°28'10"E, a distance of 493.39 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, and being an angle point in the common line of said Lot 2 and said 3.827 acre tract;

THENCE, continuing with the common line of said Lot 2 and said 3.827 acre tract, the following seven (7) courses and distances:

- 1) S22°49'04"E, a distance of 50.01 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,

EXHIBIT A-3

- 2) S16°12'32"E, a distance of 67.74 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
- 3) S21°18'20"E, a distance of 61.32 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
- 4) S20°56'16"E, a distance of 136.77 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
- 5) S21°13'59"E, a distance of 70.93 feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
- 6) S25°02'37"E, a distance of 366.51 feet to a Mag nail with "4Ward Boundary" washer set for an angle point hereof, and
- 7) S24°25'23"W, a distance of 17.00 feet to a calculated point for southeast corner hereof, from which a 1/2-inch iron rod found for an angle point in the common line of said Lot 2 and said 3.827 acre tract bears S24°25'23"W, a distance of 33.09 feet;

THENCE, over and across said Lot 2, the following twenty-five (25) courses and distances:

- 1) N50°07'41"W, a distance of 60.74 feet to a calculated point for an angle point hereof,
- 2) N73°38'59"W, a distance of 66.59 feet to a calculated point for an angle point hereof,
- 3) N01°56'09"E, a distance of 123.08 feet to a calculated point for an angle point hereof,
- 4) N57°13'47"W, a distance of 201.97 feet to a calculated point for an angle point hereof,
- 5) N26°00'29"W, a distance of 171.59 feet to a calculated point for an angle point hereof,
- 6) N54°28'17"W, a distance of 188.91 feet to a calculated point for an angle point hereof,
- 7) N64°34'23"W, a distance of 73.26 feet to a calculated point for an angle point hereof,
- 8) S70°35'47"W, a distance of 116.88 feet to a calculated point for an angle point hereof,
- 9) N85°17'49"W, a distance of 101.63 feet to a calculated point for an angle point hereof,
- 10) N64°04'31"W, a distance of 40.75 feet to a calculated point for an angle point hereof,
- 11) N23°03'16"W, a distance of 40.58 feet to a calculated point for an angle point hereof,
- 12) N23°06'23"E, a distance of 108.63 feet to a calculated point for an angle point hereof,
- 13) N38°35'17"W, a distance of 36.64 feet to a calculated point for an angle point hereof,
- 14) N82°04'13"W, a distance of 84.65 feet to a calculated point for an angle point hereof,
- 15) N67°25'14"W, a distance of 33.59 feet to a calculated point for an angle point hereof,
- 16) N28°42'54"W, a distance of 32.70 feet to a calculated point for an angle point hereof,
- 17) N66°18'33"W, a distance of 60.73 feet to a calculated point for an angle point hereof,
- 18) S58°21'10"W, a distance of 86.21 feet to a calculated point for an angle point hereof,
- 19) S46°19'59"W, a distance of 131.18 feet to a calculated point for an angle point hereof,
- 20) S57°26'06"W, a distance of 63.53 feet to a calculated point for an angle point hereof,
- 21) N80°03'30"W, a distance of 169.03 feet to a calculated point for an angle point hereof,
- 22) N51°26'55"W, a distance of 123.90 feet to a calculated point for an angle point hereof,
- 23) N35°13'10"W, a distance of 149.36 feet to a calculated point for an angle point hereof,
- 24) N18°38'44"W, a distance of 183.61 feet to a calculated point for an angle point hereof,
- 25) N32°05'59"W, a distance of 222.61 feet to a calculated point for an angle point hereof, said point being in the east right-of-way line of said Railroad, and being in the west line of said Lot 2, from which a 1/2-inch iron rod with "Ward-5811" cap set in the common line of said Lot 2 and said Railroad, for the northwest corner of a called 0.548 acre right-of-way dedication conveyed in Document No. 2014003534 (O.P.R.W.C.T.), bears S21°06'14"E, a distance of 930.19 feet;

THENCE, with the east right-of-way line of said Railroad and the west line of said Lot 2, N21°06'14"W, a distance of 779.40 feet to the POINT OF BEGINNING, and containing 45.3395 Acres (1,974,990 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_45 Acre Title-Tree-Topo (2017).dwg)

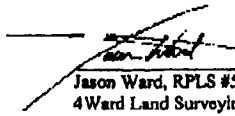

3/19/18
Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



Exhibit B
Limits of Construction

Exhibit C
Eligible System Facilities Phasing

Exhibit D
Offset Amount Form – Eligible System Facilities Constructed in Phases

Eligible System Facilities- Phase 1

Approved amount for infrastructure: _____

Approved amount for right-of-way: _____

Total Offset for Phase 1: _____

Eligible System Facilities- Phase 2

Approved amount for infrastructure: _____

Approved amount for right-of-way: _____

Total Offset for Phase 2: _____



EXECUTIVE SUMMARY
7/17/2025

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

07/01/2025 – City Council, 1st Reading & 2nd Reading of the Ordinance Postponed

APPLICANT/AGENT:

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

RECOMMENDATION:

The City Council has the following options regarding case Z-25-0166:

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 approved the Comprehensive Plan Amendment CPA-25-0017 and Zoning request Z-25-0166 during the June 17, 2025, meeting with a 5-2 vote.

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.

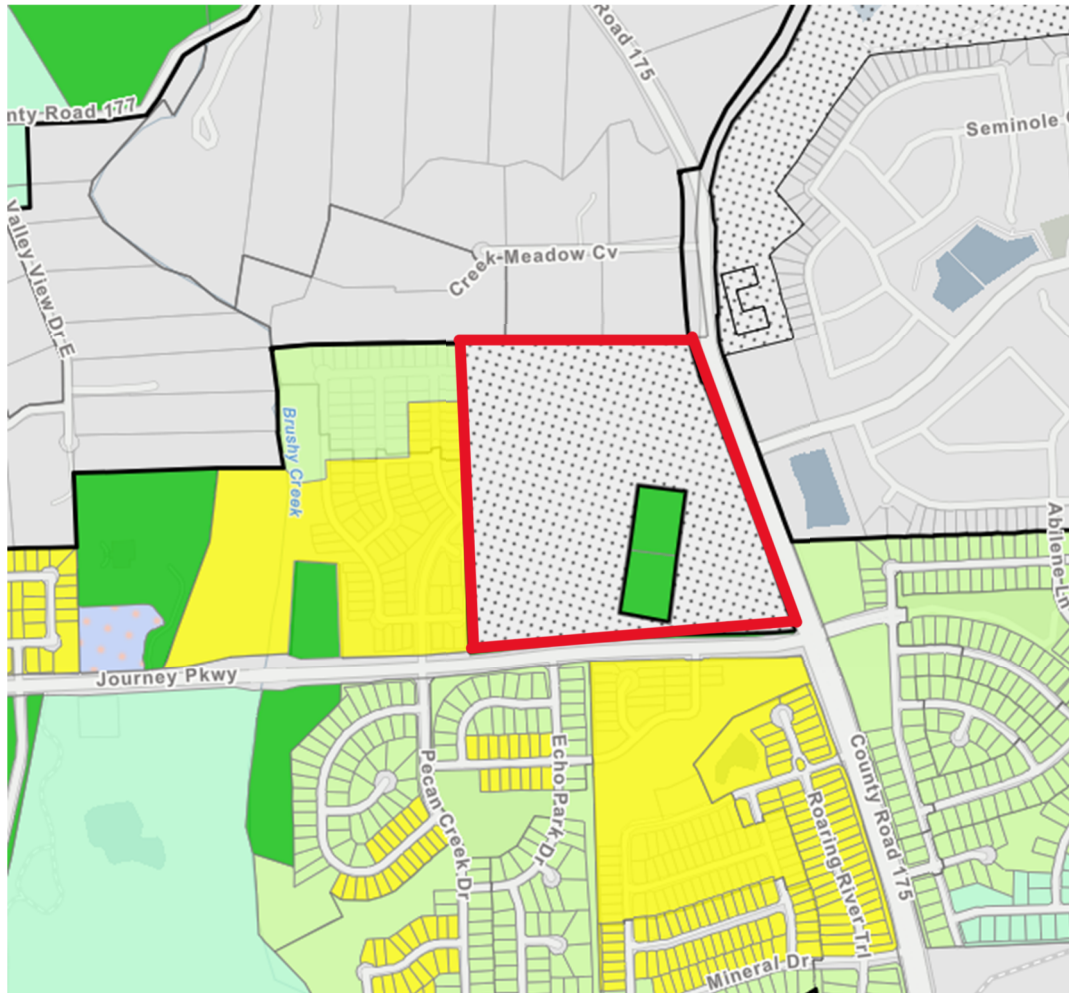
If you have any questions about this application for rezoning or need additional information, please do not hesitate to contact me at your convenience.

Sincerely,

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

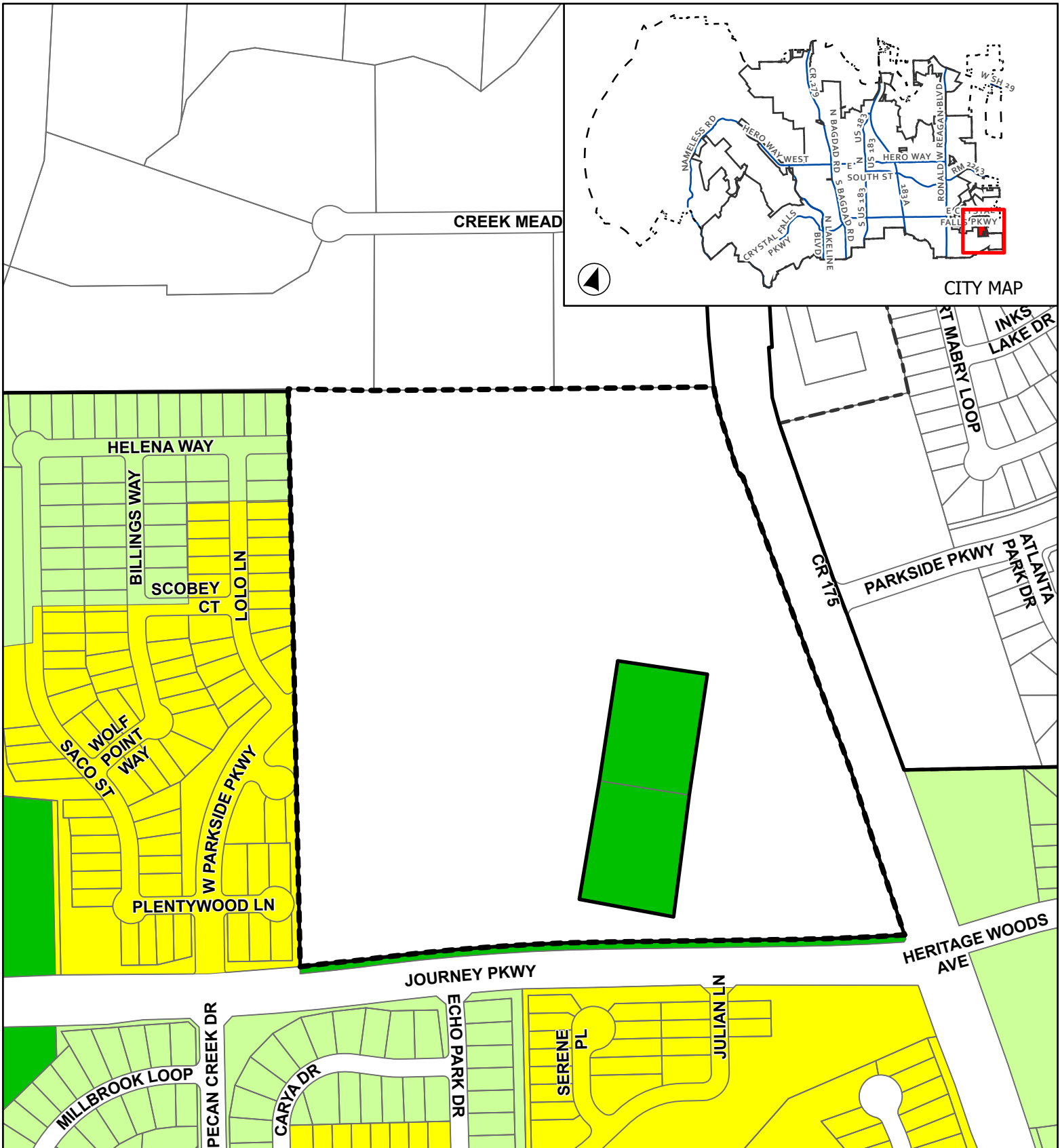
Ethan Harwell, AICP
Ethan.Harwell@Kimley-Horn.com
512 580 5803

ZONING MAP



LEGEND

- | | |
|--|-------------------------------|
| □ Leander City Limits | ■ SFL-Single-Family Limited |
| □ Extra-Territorial Jurisdiction | ■ CH-Cottage Housing |
| ■ Future Annexation Per DA | ■ SFT-Single-Family Townhouse |
| Current Zoning | |
| RESIDENTIAL | |
| ■ SFR-Single-Family Rural | ■ TH-Tiny House |
| ■ SFE-Single-Family Estate | ■ TF-Two Family |
| ■ SFS-Single-Family Suburban | ■ NR-Neighborhood Residential |
| ■ SFU-Single-Family Urban | ■ MF-Multi-Family |
| ■ SFU/MH-Single-Family Urban / Manufactured Home | RETAIL/COMMERCIAL |
| ■ SFC-Single-Family Compact | ■ 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.

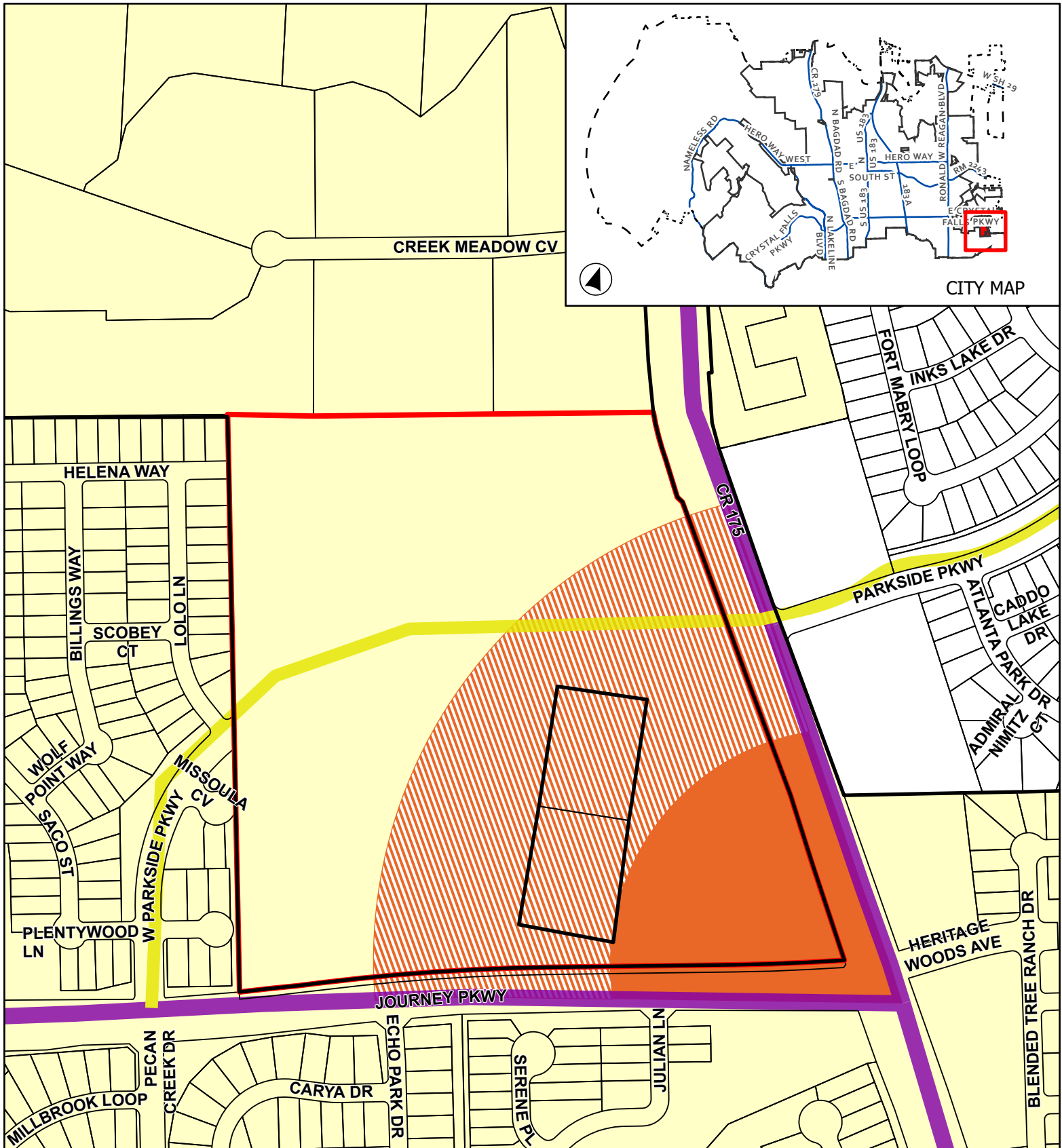
0 300 600
Feet



City Limits
ETJ
Subject Boundary

Current Zoning

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



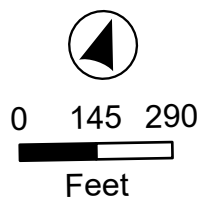
CASE: Z-25-0166 &
CPA-25-0017

ATTACHMENT 3

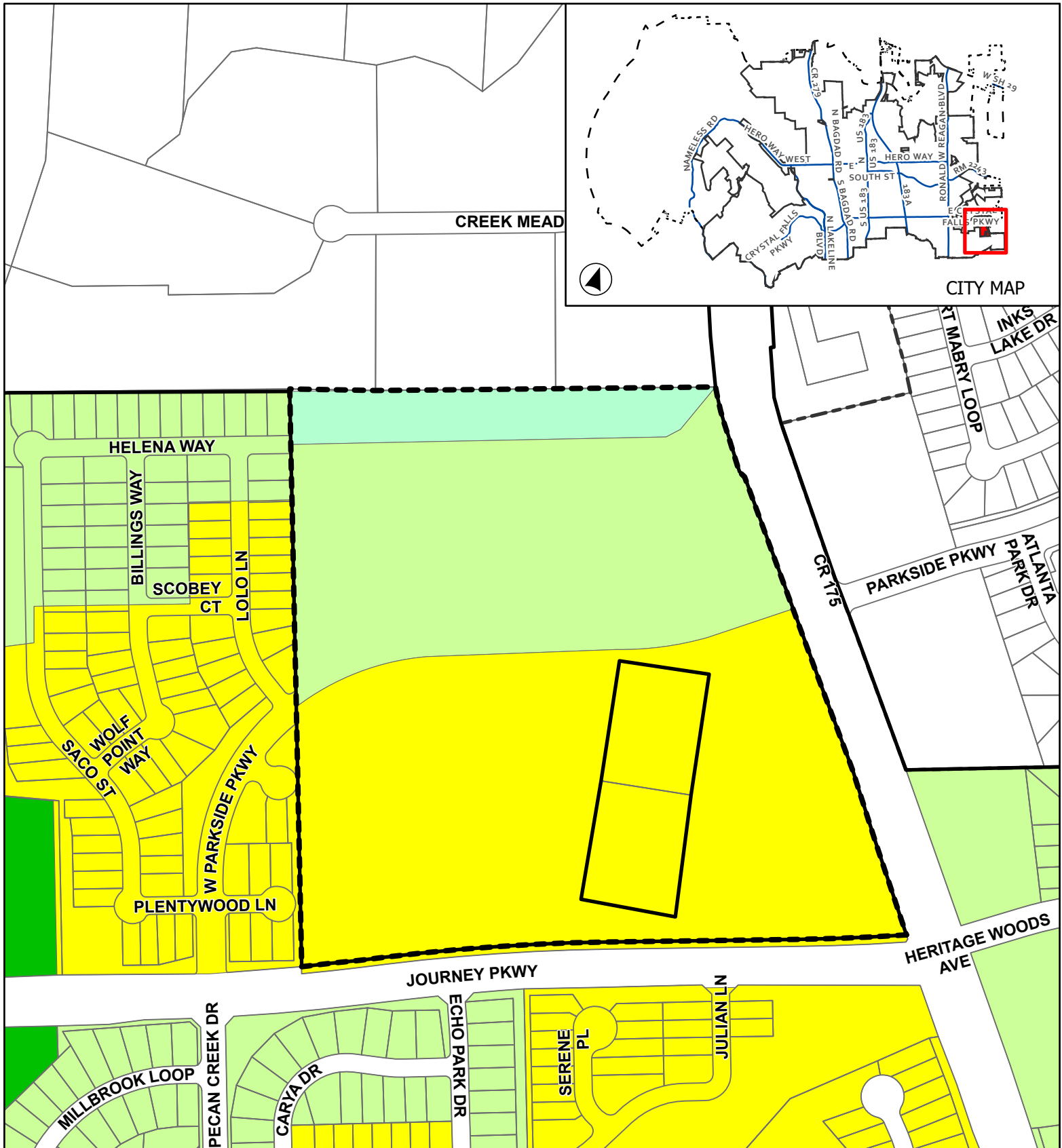
BARKSDALE PH 3

Future Land Use Map

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- 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

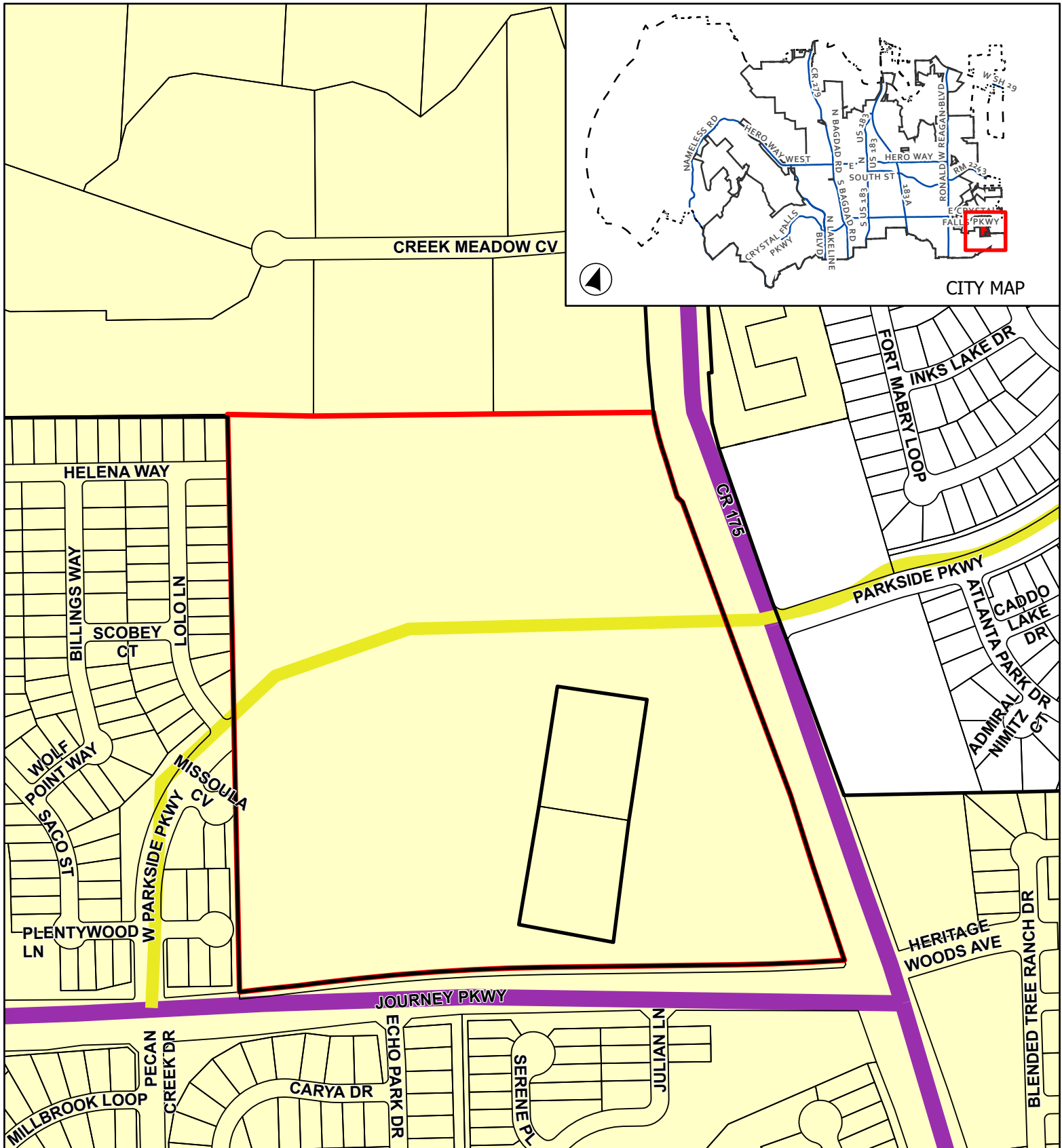
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

0 300 600
Feet



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

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



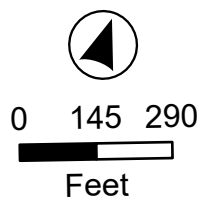
CASE: Z-25-0166 &
CPA-25-0017

ATTACHMENT 6

BARKSDALE PH 3

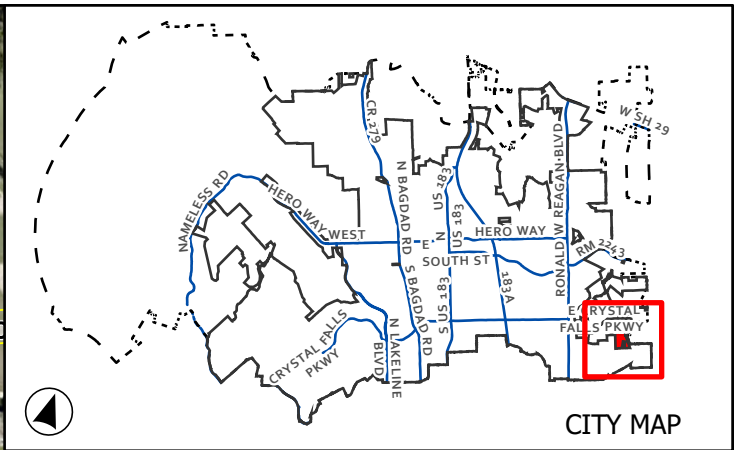
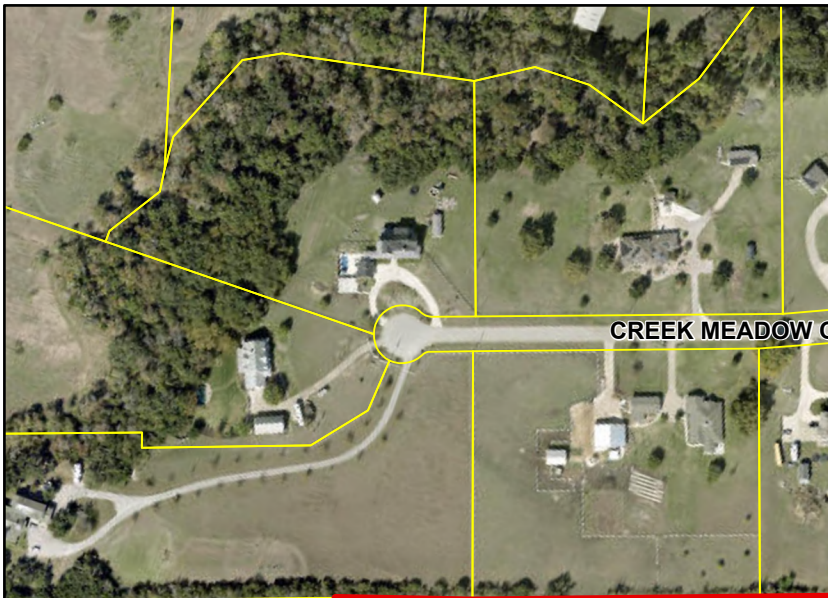
Proposed Future Land Use Map

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- ETJ Boundary
- Leander City Limits
- Subject Boundary

- Arterial 4 Lane, Existing
- Collector, Existing



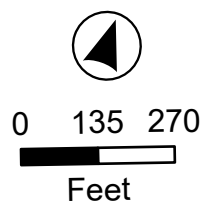
CASE: Z-25-0166 &
CPA-25-0017

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. 25-050-00

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

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 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 17th day of June, 2025.
FINALLY PASSED AND APPROVED on this the 17th 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
7/17/2025

AGENDA SUBJECT:

Discuss and consider action on Meet and Confer Agreement by and between City of Leander and Leander Law Enforcement Association for a term of three (3) years effective October 1, 2025.

BACKGROUND:

It is the intent and purpose of this Agreement to foster effective cooperation between the City and Police Officers. This Agreement has been reached by the Parties through the process of Meet and Confer, as set forth in Texas Local Government Code, Chapter 142.

The negotiating team representing the City consisted of Todd Parton, City Manager; Christy Davis, HR Director; and Greg Minton, Police Chief. The negotiating team representing the Leander Law Enforcement Association consisted of Carlos Gonzalez, President; David Wilson, Vice-Chair; Brian Johns; and David Kurylowicz, Texas Municipal Police Association representative. Following a series of six (6) highly productive meetings, both parties have reached a mutually beneficial agreement on a three-year (3) contract, effective October 1, 2025.

Key components of the contract include the following:

1. Article IV - Base Salary - affirms the step pay program recently authorized by City Council, and provides for a compensation survey and market rate adjustments every two years;
2. Article V - Additional Compensation - addresses certification pay, on-call pay, and a fitness incentive program;
3. Article VI - Sick Leaver Payout Program - increases eligible payout for sick leave after 10 years of service from 480 hours to 720 hours;
4. Article VII - Discipline - establishes processes related to written reprimands and the ability of an officer to apply accrued leave time to unpaid suspensions on a limited basis; and
5. Article VIII - Force Reduction and Reimbursement - establishes policies for layoffs and recalls.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City Council options are:

1. Approve the Meet and Confer Agreement and presented,
2. Table/postpone consideration and provide direction to City staff, or
3. Deny the Meet and Confer Agreement and direct City staff to continue negotiations.

City staff recommends that the City Council approve the Meet and Confer Agreement between the City of Leander and Leander Law Enforcement Association for a term of three (3) years effective October 1, 2025, as presented.

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

Attachments:

1. Meet and Confer Agreement 07.07.2025

**MEET AND CONFER AGREEMENT
BETWEEN
THE CITY OF LEANDER
AND
THE LEANDER LAW ENFORCEMENT ASSOCIATION**

October 1, 2025

Through

September 30, 2028

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THIS AGREEMENT (as defined below) is entered into by the Leander Law Enforcement Association and the City of Leander, Texas. It is the intent and purpose of this Agreement to foster effective cooperation between the City and Police Officers. This Agreement has been reached by the Parties through the process of meet and confer, as set forth in Texas Local Government Code, Chapter 142. The Parties agree as follows:

ARTICLE I – DEFINITIONS

The following terms, abbreviations, and acronyms shall have the meanings stated below whenever referenced or used throughout this Agreement. The terms not defined herein shall be construed in accordance with their customary usage and meaning. When necessary for a reasonable construction of this Agreement, words in the singular shall include the plural, words in the plural shall include the singular, and words used or defined in one tense or form shall include other tenses or derivative forms and genders. The words "shall" or "will" are mandatory and the word "may" is permissive.

- **Agreement** shall mean this Meet and Confer Agreement entered into by the City of Leander, Texas, and the Leander Law Enforcement Association.
- **Association** shall mean the Leander Law Enforcement Association.
- **Benchmark Cities** shall mean the law enforcement agencies listed in Appendix B.
- **City** shall mean the City of Leander, Texas.
- **City Council** shall mean the City Council of the City of Leander, Texas.
- **City Manager** shall mean the person appointed by the City Council pursuant to Section 7.01 of the Charter of the City of Leander, Texas, or designee.
- **Days** shall mean calendar days, unless otherwise specified.
- **Fiscal Year** shall mean the period beginning October 1 and ending September 30.
- **Parties** shall mean the City of Leander and the Leander Law Enforcement Association collectively. Each shall be referred to individually by the term "Party."
- **Personnel Policy** shall mean the personnel policy approved by the City Council and the employee handbook or other personnel manual approved by the City Manager as authorized by the personnel policy, as both may be amended from time to time.

- **Police Chief** shall mean the head of the Police Department, or designee, and shall include persons appointed to the position on an interim basis.
- **Police Department** or **Department** shall mean the Police Department of the City of Leander, Texas.
- **Police Officer** shall mean a person who is a peace officer under Article 2.12, Code of Criminal Procedure, who is employed by the City and subject to Texas Local Government Code, Chapter 143. The term “Police Officer” does not include employees exempt pursuant to Texas Local Government Code, Section 142.058(b).
- **TLGC** shall mean the Texas Local Government Code.

ARTICLE II – AUTHORITY, RECOGNITION, AND DURATION

Section 1. Authority

The City and the Association have voluntarily met and reached agreement on the conditions set out in this Agreement pursuant to the provisions of the TLGC, Chapter 142, Subchapter B.

Section 2. Recognition

The City recognizes the Association as the sole and exclusive bargaining agent for all covered Police Officers, excluding the Police Chief and the Assistant Police Chief, and excluding any employees exempt under Texas Local Government Code §142.058, subsection (b), in accordance with Subchapter B of Chapter 142 of the Texas Local Government Code. The Parties understand and agree the provisions of this agreement do not extend to employees outside of the Department.

Section 3. Duration and Continuity

This Agreement shall be effective **beginning October 1, 2025**, (the “**Commencement Date**”), upon ratification by the covered employees pursuant to a vote conducted by the Association and upon approval of the City by its City Council, in accordance with Chapter 142 of the TLGC.

The City and Association agree to initiate negotiations for a successor agreement no later than one hundred twenty (120) days prior to the expiration of the current agreement. If neither the Association nor the City submits a letter of intent to negotiate a new agreement, this Agreement shall continue to be in effect until such time it is renegotiated.

The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform all the obligations of the City under this Agreement. All obligations of the City shall be paid only out of current revenues, reasonably anticipated and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. In making funding determinations in the fiscal year of this agreement following ratification, the City Council may consider operational and administrative costs, including its debt service obligations, the increases in other employee personnel costs, and the obligations arising under this agreement. In the event that the City Council fails to appropriate funds in an upcoming fiscal year of this Agreement in an amount sufficient to meet the City obligations hereunder, this entire Agreement shall terminate and becomes null and void on the first date that such funding is not met pursuant to this Agreement.

Section 4. Complete Agreement

This Agreement constitutes the entire Agreement between the City and Association; and no party is bound by any contract, condition, or stipulation, understanding or

representation not contained herein. It is understood and agreed that this Agreement may only be amended in writing by mutual consent of the City and the Association.

Section 5. Applicability

Unless otherwise specified, this Agreement applies to all Police Officers employed by the City, excluding the Police Chief and Assistant Police Chief.

ARTICLE III – MANAGEMENT RIGHTS

Section 1. Department Management

Except as provided for by State or Federal law, or as expressly modified, delegated, or abridged by the provisions of this Agreement, the City shall retain the sole, exclusive, and vested right, prerogative, power and authority to manage the Department and the workforce in the Department in all respects, including, but not limited to:

1. the right to hire, train, promote, demote, discipline, suspend, discharge, reprimand, assign, reassign, transfer, retain, or lay off employees;
2. the right to establish, eliminate, or modify the qualifications and minimum requirements for hiring, training, promotions, transfers, and job assignments and reassignments;
3. the right to establish, eliminate, classify, reclassify, or modify the number and types of positions and job classifications;
4. the right to assign and direct the work of Police Officers, including the scheduling and assignment and reassignment of duties, responsibilities and hours of work;
5. the right to establish, eliminate, or modify the methods, processes, means and personnel by which operations are to be carried out;
6. the right to establish, eliminate, modify, review, and enforce rules and standards governing job performance, personal conduct and appearance, uniforms and equipment, safety, training, education, attendance, discipline, and efficiency;
7. the right to establish, abolish, or modify processes and procedures for investigating and reviewing Police Officer conduct and complaints, relating to that conduct; and
8. the right to determine the wages, salaries, rates of pay, hours of work, and other terms of employment of the Police Officers and employees in the Department.

Section 2. Management Rights Retained

Except as provided for by State or Federal law or as expressly modified, delegated, or abridged by the provisions of this Agreement, the exclusive rights of management not expressly mentioned or described by this Article are nevertheless retained by the City and are not to be interpreted as having been diminished, waived, or ceded in any respect. If this Agreement does not, by its terms, expressly and specifically restrict, modify, or abridge a particular right or prerogative of management, then the City retains such right or prerogative of management, solely and exclusively subject to State or Federal law.

The City, through its City Manager, reserves the right to make or change any act or decision to which it is entitled to, pursuant to local, state, and federal laws and City policies and procedures, and the exercise of that right will not be limited by any written or unwritten past practice or policy. The City's exercise of such right will not be contrary to this Agreement or the City's Personnel Policy.

ARTICLE IV – BASE SALARY

Section 1. Wages

Subject to all the other provisions of this Agreement, the wages of the Police Officers covered by this Agreement shall be paid during the term of this Agreement, in accordance with the wage rates, terms, and conditions described in the structured pay plan attached in Appendix A, which is incorporated for reference, as may be amended each fiscal year.

In the event the Police Department is authorized to create any additional sworn rank, below Assistant Chief, the Parties shall meet to discuss an amendment to this Agreement specifying the salary for such rank.

Section 2. Effective Start Date of Pay Plan

Each Police Officer's base salary will be adjusted according to the pay plan in Appendix A, that is equal to or greater than the Police Officer's expected salary as of the Commencement Date unless otherwise agreed to by both parties.

Section 3. Salary Survey and Market Adjustments

City staff will survey salary competitiveness, based on Benchmark Cities, every two (2) years, starting in 2025 (the "**Compensation Survey**"). The results of each survey shall be shared with Association leadership and shall be included in the Agreement as Appendix B.

City Management will include adjustments based on the Compensation Survey to maintain a minimum competitive officer salary targeted at ninety-five percent (95%) of the median of the Benchmark Cities. Steps and salaries consistent with each completed **Compensation Survey**, and each fiscal year budget submitted to the City Council shall reflect the results of the Compensation Survey and this paragraph.

A positive market adjustment to the pay plan that is approved by City Council shall not be considered an amendment to this Agreement.

ARTICLE V – ADDITIONAL COMPENSATION

Section 1. Certification Pay

Any Police Officer who has completed their new hire probationary period shall be eligible for additional compensation according to the certification tier held at the following levels (“**Certification Pay**”):

- Certification Tier 1 \$100/month
- Certification Tier 2 \$150/month
- Certification Tier 3 \$200/month

Officers may hold multiple certification tiers up to a maximum (annually) of \$2400.

Each certification shall be assigned a tier level in writing by the Police Chief in his sole discretion and shall be agreed upon by the Police Chief with input from the Association, consistent with the approved budget. Tier levels shall be published by the Police Chief at least annually or as needed.

Adjustments to tier levels or eligibility shall not be considered an amendment to this Agreement.

Possession of a certification alone does not guarantee Certification Pay. Police Officers that hold a position that requires certification and are eligible for Certification Pay must submit their certification verifying completion of requirements to the Professional Standards Division and the Police Chief. Police Officers shall only be eligible for Certification Pay for active certifications. When a new tier is earned, pay for that tier will be effective the first full pay period following the Chief’s and Professional Standard Division’s verification of qualification for Certification Pay.

To remain eligible, Police Officers must consistently perform the duties associated with the certification. Annual qualification reviews and determinations are conducted by the Professional Standards Division.

Section 2. On-Call Pay

On-Call shall be defined as being required to remain available to answer calls, respond to scenes in a timely manner, and being subjected to maintaining a limited distance away from City premises to maintain a minimum response time to the police station or call out locations.

Police Officers designated to serve in an on-call status outside of regular work hours shall be considered “on-call” and eligible for the below listed additional compensation:

- Daily Stipend \$50/per day/ while “on-call”
- Individual Call-out Minimum 4 hours pay

Each call-out, regardless of time spent on the call-out, will be compensated at a minimum of four (4) hours pay at the overtime rate. Multiple call-outs in a single day shall be treated as “independent call outs” and shall be compensated at the minimum (four) 4 hours of pay at the overtime rate for each call-out that occurs in a single day.

Section 3. Fitness Incentive Program

In 2023, the Leander Police Department adopted the Row Standard fitness evaluation adopted by the Texas Department of Public Safety, which utilizes rowers to measure an officers VO2max, a key indicator of Police Officers’ cardiovascular fitness and endurance.

Police Officers who successfully meet the fitness standard measured by the Annual Row Standard fitness evaluation set by the Police Chief in writing (the “**Fitness Standard Assessment**”) shall be eligible for the below listed additional compensation:

- Fitness Stipend \$100/month

This incentive must be renewed annually upon successfully passing the annual Fitness Standard Assessment.

ARTICLE VI – SICK LEAVE PAYOUT PROGRAM

Section 1. Sick Leave Accrual

During the term of this Agreement, Police Officers shall accrue sick leave according to the Leander Personnel Policy, Section 6.3.7 Vacation Accrual Chart for full-time employees, as amended from time to time.

Section 2. Sick Leave Accrual Maximum

Sick leave for Police Officers shall not be limited or capped; provided that payment of sick leave upon termination is governed by the City's Personnel Policy, as modified by Article VI, Section 3 below.

Section 3. Sick Leave Payout

Upon honorable separation of employment or retirement after completing a minimum of ten (10) years of service with the City, Police Officers shall be eligible for payout of accrued sick leave up to a maximum of seven hundred twenty (720) hours.

ARTICLE VII – DISCIPLINE

Section 1. Disciplinary Window of Action

Administrative action resulting from a complaint must be initiated within one hundred eighty (180) days from the date the City and/or Police Chief becomes aware of the incident.

Failure to begin administrative action by the City or the Police Chief on an incident during this time frame shall result in documentation of the investigation only and shall result in no discipline against the officer.

Discovery of criminal culpability of any kind is exempt from this requirement.

Section 2. Written Reprimand

After one-year, written reprimands shall be documented in the Police Officer's annual review and promptly removed from the Police Officer's Department personnel file, provided no additional related infractions occur within that time period, unless the written reprimand is required to remain in the Department personnel file under applicable law.

Written reprimands are intended to be corrective and not permanently punitive. After a year with no reprimands against a Police Officer, written reprimands that occurred more than one year ago shall not be considered in: a) a Police Officer's eligibility for promotion; or b) assessment of a discipline on any sustained findings of misconduct; or as otherwise provided for by State law.

Section 3. Alternative to Suspension

Police Officers that receive disciplinary unpaid suspension are permitted the option to forfeit an equivalent number of accrued hours from vacation or compensatory time in an amount equal to the time of the suspension (up to the maximum established in this Section) under the following conditions:

- This option is limited to a ONE-TIME option for the lifetime of employment at City.
- A maximum of THREE (3) DAYS of vacation or compensatory time can be exchanged.
- Police Officers shall be required to submit decision in writing through an HR initiated form.
- The exchange will be based on your current hours of assignment (e.g., eight-hour shift/twelve-hour shift).
- Leave balance cannot cause leave balance to go into a negative.
- No holiday or sick time can be used.

Police Officers must inform the Police Chief that they wish to use this option before the discipline is imposed. Failure to do so will result in the imposition of the original discipline.

Section 4. Notice given during Administrative Investigations

The City shall provide any Police Officer under any investigation with a pamphlet, to be provided by the Leander Law Enforcement Association, that outlines the Police Officers' options available to them through the Association.

Section 5. Notification of Disciplinary Interview

Police Officers that are the subject of an administrative interview that may lead to discipline shall be provided no less than the greater of ninety (96) hours or four (4) business days' notice prior to any scheduled interview.

Section 6. Grievance Procedures

Police Officers shall be notified, in writing, within two (2) business days:

1. That they are the subject of a written grievance against them, or, if they themselves filed a grievance; or
2. If the Police Officer filed the grievance, written confirmation that of receipt of grievance.
3. The expected timeline for investigation into the grievance.

Investigations into all grievances shall be completed within thirty (30) days, absent an extension. The City shall notify the Police Officers who filed the grievance and who are the subject of the grievance shall be notified in writing of an extension prior to expiration of the thirty (30) day period. The notice shall include the reason for the extension. Extensions are allowed only by mutual agreement. Extensions shall not be unreasonable and agreement to an extension cannot be held back by either party.

Any such request for an extension must be made in writing and be approved by the Human Resources Director and must state the reason for the request. The officer who is subject of the grievance shall be provided a copy of any such request and response from the Human Resources Director.

Section 7. Disciplinary Review and Appeal

The City Manager will review proposed discipline against a Police Officer prior to it being imposed, and such review will be limited to determining whether all appropriate persons have signed off on the proposed discipline. Police Officers may appeal discipline to the City Manager in accordance with the procedure set forth in all applicable City policies. On appeal, the City Manager shall review the investigation and any other facts and information determined appropriate to render a decision on the appeal.

ARTICLE VIII – FORCE REDUCTION AND REINSTATEMENT

Section 1. Layoff Policy

In the event that the City vacates or abolishes a Police Department position, the Police Officer who holds that position shall be demoted to a position within the Police Department below the vacated or abolished position.

If one or more positions of equal rank is vacated or abolished, the Police Officer with the least seniority in that position shall be demoted first. If a position in the lowest classification is abolished or vacated and a reduction in force occurs, the Police Officer with the least seniority shall be the first terminated.

Section 2. Recall Policy

In the event of terminations under Article VIII, Section 1, a Reinstatement List shall be developed with the last Police Officer terminated being the first Police Officer at the top of the list for potential rehire should the position be reauthorized.

Police Officers who were demoted solely due to layoff policy shall be restored to their former classifications.

ARTICLE IX – REOPENER PROVISION

Section 1. Contract Reopener

Both parties may request to reopen specific provisions of this Agreement during its term, only with mutual consent, and for the purpose of addressing unforeseen operational or fiscal changes.

All remaining Articles shall remain in full effect during the reopener proceedings.

Section 2. Procedure

The request shall be made in writing, detailing the specific Article, section or provision to be discussed.

Once negotiations are concluded, the agreed terms of the reopener shall be incorporated into the Agreement as an amendment pursuant to Article X, Section 3.

ARTICLE X – SAVINGS CLAUSE, PREEMPTION, AMENDMENT; FORCE MAJEURE; JURISDICTION AND VENUE

Section 1. Savings Clause

If any provision of this Agreement is rendered invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement, which shall continue to be in full force and effect for the duration of the Agreement, and the Parties shall meet as soon as possible to attempt, in good faith, to agree on a substitute provision. If the Parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until Meet and Confer negotiations are resumed. The thirty (30) day deadline may be extended by mutual agreement by the Parties. To this end, the provisions of this Agreement are severable.

Section 2. Preemption Provision

Pursuant to Texas Local Government Code, Section 142.067, the provisions of this Agreement shall supersede the provisions of any statute, executive order, Department order, local ordinance, or personnel policy which are in conflict herewith. The Parties expressly agree that each provision of this Agreement involving or creating a conflict shall have the effect of superseding the statutory standard or result which would otherwise be obtained in the absence of this Agreement. It is understood and agreed that unless specifically modified by this Agreement, state law, executive orders, local ordinance, the City's Personnel Policy and administrative rules and the Department's rules, regulations, and orders shall continue to apply to employees covered by this Agreement.

Section 3. Amendment Clause

This Agreement may not be changed or altered in any manner except by mutual written agreement. The Parties agree that upon mutual agreement additional provisions may be negotiated and added as Amendments or as a Restated Agreement. Any Amendments of this Agreement shall be in writing, shall contain an effective date, and shall be dated and signed by authorized representatives of the respective Parties. All Amendments shall be ratified in the same manner as provided by state law for original ratification.

Section 4. Force Majeure

Neither the Association nor the City will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, epidemics, acts of God, earthquakes, floods, embargos, riots, sabotage, cyber-attacks, labor shortages or disputes, governmental acts, including, but not limited to, measures taken to address or contain disease outbreaks, or failure of the Internet (not resulting from the negligence or willful misconduct of either party), provided that the delayed party:

- a. gives the other party prompt notice of such cause, and
- b. uses its reasonable efforts to promptly correct such failure or delay in performance.

Section 5. Jurisdiction and Venue

The parties agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction in Williamson County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their duly authorized representatives, to be effective on the **1st day of October, 2025**.

CITY OF LEANDER

LEANDER LAW ENFORCEMENT ASSN.

By: Todd Parton,
City Manager

By: Carlos Gonzalez,
President

ATTEST:

Dara Crabtree, City Secretary

APPENDIX A – PAY PLAN

City of Leander Police Department
Step Plan

Effective 6/28/2025

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Police Officer	\$73,876	\$75,723	\$77,616	\$79,556	\$81,545	\$83,584	\$85,673	\$87,815	\$90,011	\$92,261	\$94,567	\$96,932	\$99,355	\$101,839	\$104,385
Hourly	\$35.52	\$36.41	\$37.32	\$38.25	\$39.21	\$40.19	\$41.19	\$42.22	\$43.28	\$44.36	\$45.47	\$46.61	\$47.77	\$48.97	\$50.19
Police Corporal			\$85,378	\$87,512	\$89,700	\$91,942	\$94,241	\$96,597	\$99,012	\$101,487	\$104,024	\$106,625	\$109,290	\$112,023	\$114,823
Hourly			\$41.05	\$42.08	\$43.13	\$44.21	\$45.31	\$46.45	\$47.61	\$48.80	\$50.02	\$51.27	\$52.55	\$53.86	\$55.21
Police Sergeant					\$98,670	\$101,137	\$103,665	\$106,257	\$108,913	\$111,636	\$114,427	\$117,287	\$120,220	\$123,225	\$126,306
Hourly					\$47.44	\$48.63	\$49.84	\$51.09	\$52.37	\$53.68	\$55.02	\$56.39	\$57.80	\$59.25	\$60.73
Police Lieutenant							\$114,031	\$116,882	\$119,804	\$122,799	\$125,869	\$129,016	\$132,241	\$135,548	\$138,936
Biweekly							\$4,385.81	\$4,495.47	\$4,607.85	\$4,723.04	\$4,841.12	\$4,962.16	\$5,086.20	\$5,213.39	\$5,343.70

APPENDIX B – COMPENSATION SURVEY DATA

City of Leander, Texas
FY 2025 Salary Survey - Police Department

Leander Job Class	Survey Job Class	Participant Organization	Average Minimum	Average Midpoint	Average Maximum	Match Notes
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Assistant Police Chief						
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Assistant Police Chief	Allen	\$194,103	\$206,642	\$219,181	
Assistant Police Chief	Baytown	\$154,620	\$159,328	\$164,036	
Assistant Chief of Police	Cedar Park	\$141,867	\$160,314	\$178,761	
Assistant Chief of Police	Farmers Branch	\$113,636	\$147,736	\$181,835	
Assistant Chief of Police	Flower Mound	\$159,993	\$172,827	\$185,660	
Assistant Police Chief	Georgetown	\$150,696	\$162,687	\$174,678	
Assistant Chief of Police	League City	\$120,693	\$147,849	\$175,005	
Assistant Police Chief	Lewisville	\$173,678	\$173,678	\$173,678	2 APC's, actual avg
Assistant Police Chief	Mansfield	\$156,314	\$160,222	\$164,129	
Assistant Police Chief	North Richland Hills	\$158,511	\$163,362	\$168,213	
Assistant Police Chief	Pflugerville	\$119,228	\$149,035	\$178,842	
Assistant Police Chief	Richardson	\$195,609	\$195,609	\$195,609	flat rate
No Match	Round Rock	-	-	-	
Assistant Chief of Police	San Marcos	\$142,334	\$177,923	\$213,512	
Assistant Chief of Police	Sugar Land	\$164,689	\$173,470	\$182,250	
Assistant Police Chief	The Colony	\$143,164	\$154,568	\$165,971	

Public Sector Average: \$152,609 \$167,017 \$181,424

Leander Rate: \$127,150 \$165,308 \$203,466

Variance (\$): -\$25,459 -\$1,709 \$22,042

Variance (%): -16.68% -1.02% 12.15%

City of Leander, Texas
FY 2025 Salary Survey - Police Department

Page 2 of 7

Leander Job Class	Survey Job Class	Participant Organization	Average Minimum	Average Midpoint	Average Maximum	Match Notes
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Police Lieutenant						
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Police Lieutenant	Allen	\$131,413	\$139,855	\$148,296
Police Lieutenant	Baytown	\$124,363	\$126,870	\$129,376
Police Lieutenant	Cedar Park	\$121,477	\$132,984	\$144,490
Police Lieutenant	Farmers Branch	\$131,648	\$137,072	\$142,496
Police Lieutenant	Flower Mound	\$125,153	\$128,970	\$132,787
Police Lieutenant	Georgetown	\$108,659	\$123,146	\$137,633
Police Lieutenant	League City	\$119,212	\$125,456	\$131,699
No Match	Lewisville	-	-	-
Police Lieutenant	Mansfield	\$116,643	\$122,622	\$128,600
Police Lieutenant	North Richland Hills	\$123,328	\$128,139	\$132,949
Police Lieutenant	Pflugerville	\$106,997	\$115,518	\$124,039
Police Lieutenant	Richardson	\$131,436	\$136,788	\$142,140
Police Lieutenant	Round Rock	\$137,280	\$145,974	\$154,668
No Match	San Marcos	-	-	-
Police Lieutenant	Sugar Land	\$119,743	\$128,231	\$136,718
Police Lieutenant	The Colony	\$120,941	\$128,890	\$136,839

Public Sector Average: \$122,735 \$130,037 \$137,338

Leander Rate: \$101,287 \$112,525 \$123,763

Variance (\$): -\$21,448 -\$17,511 -\$13,575

Variance (%): -17.47% -13.47% -9.88%

City of Leander, Texas
FY 2025 Salary Survey - Police Department

Leander Job Class	Survey Job Class	Participant Organization	Average Minimum	Average Midpoint	Average Maximum	Match Notes
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Police Sergeant						
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Police Sergeant	Allen	\$114,461	\$121,814	\$129,166
Police Sergeant	Baytown	\$106,080	\$109,325	\$112,569
Police Sergeant	Cedar Park	\$103,836	\$115,852	\$127,867
Police Sergeant	Farmers Branch	\$113,150	\$117,813	\$122,476
Police Sergeant	Flower Mound	\$111,072	\$116,220	\$121,368
Police Sergeant	Georgetown	\$96,640	\$110,356	\$124,072
Police Sergeant	League City	\$102,388	\$109,267	\$116,146
Police Sergeant	Lewisville	\$118,349	\$121,324	\$124,299
Police Sergeant	Mansfield	\$100,761	\$105,925	\$111,089
Police Sergeant	North Richland Hills	\$105,545	\$111,501	\$117,456
Police Sergeant	Pflugerville	\$92,935	\$105,332	\$117,728
Police Sergeant	Richardson	\$113,539	\$118,156	\$122,772
Police Sergeant	Round Rock	\$100,006	\$110,760	\$121,513
Police Sergeant	San Marcos	\$89,528	\$98,000	\$106,471
Police Sergeant	Sugar Land	\$104,149	\$110,772	\$117,395
Police Sergeant	The Colony	\$103,423	\$110,223	\$117,022

Public Sector Average: \$104,741 \$112,040 \$119,338

Leander Rate: \$85,259 \$96,970 \$108,680

Variance (\$): -\$19,482 -\$15,070 -\$10,658

Variance (%): -18.60% -13.45% -8.93%

City of Leander, Texas
FY 2025 Salary Survey - Police Department

Page 4 of 7

Leander Job Class	Survey Job Class	Participant Organization	Average Minimum	Average Midpoint	Average Maximum	Match Notes
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Police Corporal						
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Police Corporal	Allen	\$99,229	\$107,936	\$116,642
No Match	Baytown	-	-	-
Police Corporal	Cedar Park	\$87,126	\$101,286	\$115,446
Police Corporal	Farmers Branch	\$96,408	\$102,461	\$108,513
No Match	Flower Mound	-	-	-
No Match	Georgetown	-	-	-
No Match	League City	-	-	-
No Match	Lewisville	-	-	-
No Match	Mansfield	-	-	-
No Match	North Richland Hills	-	-	-
Police Corporal	Pflugerville	\$84,869	\$96,189	\$107,509
No Match	Richardson	-	-	-
No Match	Round Rock	-	-	-
Police Corporal	San Marcos	\$77,421	\$87,549	\$97,677
No Match	Sugar Land	-	-	-
No Match	The Colony	-	-	-

Public Sector Average: \$89,011 \$99,084 \$109,157

Leander Rate: \$78,749 \$89,180 \$99,611

Variance (\$): -\$10,262 -\$9,904 -\$9,546

Variance (%): -11.53% -10.00% -8.75%

City of Leander, Texas
FY 2025 Salary Survey - Police Department

Leander Job Class	Survey Job Class	Participant Organization	Average Minimum	Average Midpoint	Average Maximum	Match Notes
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Police Officer						
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Police Officer	Allen	\$93,785	\$102,015	\$110,244
Patrol Officer	Baytown	\$71,676	\$83,720	\$95,763
Police Officer	Cedar Park	\$72,270	\$89,159	\$106,048
Police Officer	Farmers Branch	\$81,981	\$94,369	\$106,757
Police Officer	Flower Mound	\$81,078	\$90,407	\$99,736
Police Officer	Georgetown	\$70,000	\$86,262	\$102,523
Police Officer	League City	\$77,987	\$89,419	\$100,850
Police Officer	Lewisville	\$83,682	\$94,703	\$105,724
Police Officer	Mansfield	\$75,190	\$85,577	\$95,964
Police Officer	North Richland Hills	\$82,620	\$91,570	\$100,520
Police Officer	Pflugerville	\$72,142	\$86,002	\$99,861
Police Officer	Richardson	\$82,565	\$94,017	\$105,468
Police Officer	Round Rock	\$75,920	\$89,960	\$104,000
Police Officer	San Marcos	\$66,879	\$79,953	\$93,026
Police Officer	Sugar Land	\$75,605	\$88,856	\$102,107
Police Officer	The Colony	\$80,847	\$90,995	\$101,142

Public Sector Average: \$77,764 \$89,811 \$101,858

Leander Rate: \$71,843 \$83,356 \$94,869

Variance (\$): -\$5,921 -\$6,455 -\$6,990

Variance (%): -7.61% -7.19% -6.86%

City of Leander, Texas
FY 2025 Salary Survey - Police Department

Leander Job Class	Survey Job Class	Participant Organization	Average Minimum	Average Midpoint	Average Maximum	Match Notes
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Police Cadet						
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Police Recruit	Allen	\$85,465	\$87,174	\$88,883	
No Match	Baytown	-	-	-	
No Match	Cedar Park	-	-	-	
No Match	Farmers Branch	-	-	-	
Police Recruit	Flower Mound	\$77,022	\$77,022	\$77,022	
No Match	Georgetown	-	-	-	
Police Officer - Non Certified	League City	\$54,259	\$66,123	\$77,987	
No Match	Lewisville	-	-	-	
Police Recruit	Mansfield	\$75,190	\$75,190	\$75,190	flat rate
Police Cadet	North Richland Hills	\$70,624	\$70,624	\$70,624	flat rate
No Match	Pflugerville	-	-	-	
No Match	Richardson	-	-	-	
Police Cadet	Round Rock	\$64,542	\$64,542	\$64,542	flat rate
Police Cadet	San Marcos	\$58,795	\$58,795	\$58,795	flat rate
Police Officer - Recruit	Sugar Land	\$62,130	\$62,130	\$62,130	flat rate
Police Recruit	The Colony	\$77,866	\$77,866	\$77,866	

Public Sector Average: \$69,544 \$71,052 \$72,560

Leander Rate: \$59,322 \$59,322 \$59,322

Variance (\$): -\$10,222 -\$11,730 -\$13,238

Variance (%): -14.70% -16.51% -18.24%

City of Leander, TX **FY 2025 Salary Survey Summary - Police Department**

Benchmark Position	Leander Current			Market Average			Variance (%)		
	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Assistant Police Chief	\$127,150	\$165,308	\$203,466	\$152,609	\$167,017	\$181,424	-16.68%	-1.02%	12.15%
Police Lieutenant	\$101,287	\$112,525	\$123,763	\$122,735	\$130,037	\$137,338	-17.47%	-13.47%	-9.88%
Police Sergeant	\$85,259	\$96,970	\$108,680	\$104,741	\$112,040	\$119,338	-18.60%	-13.45%	-8.93%
Police Corporal	\$78,749	\$89,180	\$99,611	\$89,011	\$99,084	\$109,157	-11.53%	-10.00%	-8.75%
Police Officer	\$71,843	\$83,356	\$94,869	\$77,764	\$89,811	\$101,858	-7.61%	-7.19%	-6.86%
Police Cadet	\$59,322	\$59,322	\$59,322	\$69,544	\$71,052	\$72,560	-14.70%	-16.51%	-18.24%



EXECUTIVE SUMMARY
7/17/2025

AGENDA SUBJECT:

Discuss and consider action on a Resolution directing publication of notice of public hearing and intention to issue combination tax and revenue certificates of obligation.

BACKGROUND:

On July 1, City Council approved moving forward with a financing plan to issue Certificates of Obligation (COs). The proposed COs will allow the City to finance the construction, improvement, and renovation of public safety facilities (a new fire station); roads, streets and sidewalks; the water and wastewater utility systems; public parks and administrative facilities. The City will have the flexibility to use the proceeds of the COs, estimated to be an amount not to exceed \$132,000,000.00, for projects in any or all of these categories. The provisions of the COs will not include either a minimum or a cap as to how much of the proceeds must be allocated to any project category. The timing of the issuance and sale of these COs will allow the City to keep its I&S tax rate approximately level as compared to the rate levied in FY 23-24.

Before the City can issue the 2025 COs, the City must post notice of its intention to issue the 2025 COs on its website and publish the notice twice in a newspaper of general circulation in the City. The attached resolution authorizes City staff and City consultants to post and publish the notice of intention. The anticipated timing for the issuance of the 2025 COs is as follows:

- July 17, 2025 -- City Council adopts the Notice of Intention Resolution
- July 18, 2025 – City staff post the Notice of Intention on its website
- July 24, 2025 – Notice of Intention published in the Hill Country News for the first time
- July 31, 2025 – Notice of Intention published in the Hill Country News a second time
- September 18, 2025 – the 2025 COs are priced and the City holds a public hearing on intent to issue COs, adopts the COs Ordinance, and Executes COs Purchase Agreement.
- September 30, 2025 – the 2025 COs close and funds are deposited into the City’s project funds

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City Council options are:

1. Approve the resolution as presented,
2. Postpone/table consideration, or
3. Deny the resolution.

City Staff recommends that the City Council approve the Resolution directing publication of notice of public hearing and intention to issue combination tax and revenue certificates of obligation.

PRESENTER:

Otis Williams, Chief Financial Officer

Fiscal Impact

Attachments:

1. Resolution

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF PUBLIC HEARING AND INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

THE STATE OF TEXAS §
COUNTIES OF TRAVIS & WILLIAMSON §
CITY OF LEANDER §

WHEREAS, this City Council of the City of Leander, Texas deems it advisable to give notice of intention to issue combination tax and revenue certificates of obligation of said City and to give notice of a public hearing thereon, as hereinafter provided; and

WHEREAS, it is officially found and determined that the meeting at which this Resolution has been considered and acted upon was open to the public and public notice of the time, place and subject of said meeting was given, all as required by Chapter 551, Texas Government Code, as amended;

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

SECTION 1. FORM OF NOTICE. Attached hereto and marked Exhibit “A” is a form of Notice of Public Hearing and Intention to Issue Combination Tax and Revenue Certificates of Obligation, the form and substance of which are hereby adopted and approved.

SECTION 2. PUBLICATION OF NOTICE. Said Notice shall be published, in substantially the form attached hereto, in a newspaper, as defined in Subchapter C of Chapter 2051, Texas Government Code, of general circulation in said City once a week for two consecutive weeks, the date of the first publication thereof to be at least forty-five (45) days prior to the date tentatively set for passage of the ordinance authorizing the issuance of such certificates.

SECTION 3. POSTING OF NOTICE ON WEBSITE. Further, said Notice shall be posted in substantially the form attached hereto continuously on the City's website for at least forty-five (45) days prior to the date tentatively set for passage of the ordinance authorizing the issuance of such certificates.

[Remainder of this page intentionally left blank.]

PASSED AND APPROVED THIS 17TH DAY OF JULY 2025.

Christine DeLisle
Mayor

ATTEST:

Dara Crabtree
City Secretary

[CITY SEAL]

[SIGNATURE PAGE]

EXHIBIT “A”

NOTICE OF PUBLIC HEARING AND INTENTION TO ISSUE COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Leander, Texas, will convene at its regular meeting place of said City Council located at the Pat Bryson Municipal Hall at 201 North Brushy Street, Leander, Texas 78641 at 7:00 p.m. on September 18, 2025, and, during such meeting, the City Council will conduct a hearing on whether to issue combination tax and revenue certificates of obligation, and, upon conclusion of the public hearing, will consider passage of the ordinance and take such other actions as may be deemed necessary to authorize the issuance of the combination tax and revenue certificates of obligation in an aggregate principal amount not to exceed \$132,100,000 (the “Certificates of Obligation”). The Certificates of Obligation will be issued for the purpose of paying contractual obligations of the City to be incurred for (1) constructing, improving, renovating, and equipping fire stations; (2) constructing, improving, enlarging, and expanding streets, roads, bridges, low-water crossings, pedestrian/multi-modal sidewalks/trails and thoroughfares; (3) constructing, improving, enlarging, and expanding the City’s water and wastewater utility systems; (4) constructing, improving, equipping, and expanding park and recreation facilities that are generally accessible to the public and part of the City’s park system; (5) constructing, improving, renovating, and equipping existing facilities used for the City’s administrative functions; and (6) professional services relating to the design, construction, project management, and financing of the aforementioned public works including costs of issuance. The Certificates of Obligation will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City, and a limited pledge, not to exceed \$1,000, of the surplus revenues of the City’s Waterworks and Sewer System. The Certificates of Obligation are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Local Government Code Section 271.041, et. seq.

As further required by Local Government Code Section 271.049(b)(4), the following additional information is provided:

- (A) The current principal of all outstanding debt obligations of the City is \$188,585,000.
- (B) The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full is \$254,439,399.
- (C) The maximum principal amount of the Certificates of Obligation to be authorized is \$132,100,000.
- (D) The estimated combined principal and interest required to pay the Certificates of Obligation to be authorized on time and in full is approximately \$258,859,438.
- (E) The estimated interest rate for the Certificates of Obligation may not exceed the maximum legal interest rate.
- (F) The maximum maturity date of the Certificates of Obligation to be authorized is August 15, 2055.

Pursuant to Texas Local Government Code § 271.049(c), an election on the question of the issuance of the Certificates of Obligation will be called if before the time tentatively set for the authorization and issuance or if before the authorization of the Certificates Obligation, the City Secretary receives a petition signed by at least five percent of the qualified voters of the City

protesting the issuance of the Certificates of Obligation, the City may not issue the Certificates of Obligation unless the issuance is approved at an election ordered, held and conducted in the manner provided for bond elections under Chapter 1251, Government Code.

Christine DeLisle
Mayor, City of Leander, Texas



EXECUTIVE SUMMARY
7/17/2025

AGENDA SUBJECT:

Discuss and consider the appointment of Richard Schaffner as the Citizen Director to the Board of Directors of the Brushy Creek Regional Utility Authority (BCRUA) to fill an unexpired term expiring June 30, 2026.

BACKGROUND:

The Bylaws of the Brushy Creek Regional Utility Authority (BCRUA) provide that the term of office of all BCRUA Directors, whether Council or Citizen, is two (2) years. A Citizen Director may be the Mayor, a member of the City Council, a City Staff member, a resident of the City, or a water customer of the City.

Jason Anderson previously served as the Citizen Director.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommend that the City Council appoint Mr. Richard Schaffner as the Citizen Director to the Board of Directors of the Brushy Creek Regional Utility Authority (BCRUA) to fill an unexpired term expiring June 30, 2026.

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

Attachments:

1. Richard Schaffner's Resume

Objective:

To obtain the permanent Graduate Engineer B position with the City of Austin Fire Department in the Prevention, Engineering Services Division Expedited Plan Review Group.

Education/Affiliations:

B.S. in civil engineering from the University of Arizona in 1996, 3.0 G.P.A.

Member of ASCE, SFPE Local Chapter and accepted to Chi Epsilon Honor's Fraternity 1995.

Certifications:

Texas E.I.T. Registration #38232, Arizona E.I.T. Registration #06820.

Experience:

April 9th, 2012 – to Current; Graduate Engineer B, for the City of Austin (COA) in the Fire Department Emergency Prevention Division and acting Lead Reviewer for Site Plan Review.

Contacts: Yvonne Espinoza, P.E. Managing Engineer, Jennifer Verhulst, P.E. Supervising Engineer

Primary Responsibilities:

- Reviewing Site Plans, Building Permit Plans, System Plans, Alternative Methods of Compliance (AMOCs), calculations and equipment documentation for compliance with the following codes and standards including but not limited to; the 2021/2024 editions of the International Fire Code (IFC) and International Building Code (IBC), with all associated COA Amendments to the IFC and IBC. The 2015/2024 International Wildland Urban Interface Code (WUIC) with all associated COA Amendments to the WUIC and the current COA adopted editions of the following NFPA standards; NFPA 10, NFPA 13, NFPA 13R, NFPA 13D, NFPA 14, NFPA 20, NFPA 30, NFPA 33, NEC 70, and NFPA 72, NFPA 92, NFPA 105 and NFPA 701. As a COA reviewer it is my responsibility to review plans electronically using Blue Beam Revu and ProjectDox software for compliance with the applicable codes and/or standards above using my best engineering judgement and my years of experience at both the City of Austin and in the private sector. I also must maintain records of all reviews, using the COA AMANDA records management system.
- Communication with our customers; design professionals, the general public and internal staff is another key responsibility that includes but is not limited to requesting information, holding preliminary design meetings, meeting to resolve comments given out for plan reviews, notification when plan reviews are complete, answering code questions, working with customers to address unique situations to find acceptable alternatives when possible, educate them about codes or code changes and in general do my best to keep the review process flowing smoothly.
- Supporting AFD preventions staff including engineers/reviewers/inspectors/the Fire Marshall and administrative staff by discussing any questions that may come up, ideas to improve our workflow/processes, sharing my own specific knowledge when applicable, meeting with the engineers/reviewers each week to discuss projects, acceptable alternative methods and in general asking or answering questions with each other on a daily basis so our team can be as effective as possible.
- Continuing my own training and education to stay up on current codes and technologies in our industry in order to be as effective of a reviewer as possible.

Secondary Responsibilities:

- 2013 – Current; Creating and maintaining the submittal completeness checklists for Fire Alarm Systems and Automatic Sprinkler Systems which I recommended creating in 2013. The purpose of the program is to prevent submittals from being accepted that are incomplete and would not be able to be reviewed, thus saving time for both customers and AFD review staff.
- 2014 – Current; AFD representative for the transition to city wide Electronic Plan Review (EPR)– attend project team meetings, coordinate AFD specific meetings with project managers and/or AFD staff, analyze AFD business processes, identify ProjectDox software limitations, provide feedback to EPR project manager/IT staff and ProjectDox software representatives about what is needed for AFD to effectively perform our duties using their software, following up to ensure necessary changes are completed and implemented. Update prevention staff on project status and train AFD reviewers on ProjectDox plan review software and processes. Note: this project is still ongoing with no clear end target date at this time.
- 2015 – Current; Daily Duty Engineer (DDE) program – an engineer is assigned each day of the week to assist any internal or external customers with code or any other AFD development related questions either in person, on the phone or by email. Additionally, the DDE also perform Site Plan related reviews down in the City of Austin's Development Assistance Center (DAC) for that day as well.
- 2016 – 2018 Assist with adoption process for the 2015 editions of the IFC and IBC codes by analyzing my assigned sections, proposing/writing amendments based on my experience and professional judgement, then discussing it with the engineering review staff and either modifying the amendment based on discussions or accepting it as written. Final code and amendments were adopted on December 7th, 2018.
- 2017 – 2020; Member of project team to transition AFD prevention staff from the current "Records Management System" (RMS) to the city wide "AMANDA" records manage system for System Plan Reviews. Coordinate and facilitate team meetings, analyze workflow processes, create fields/tabs to capture necessary AFD information to be used by supervisors, the Prevention Division Chief and inspectors for individual SSPRS, section performance measures, budgeting information and inspections scheduling. Communicate those needs to the Unisys and AMANDA IT groups and evaluate AMANDA FIRR folder prototypes provided by them and provide feedback on any additional changes needed and train staff on its use. Project is still on going at this time.
- 2023 – Current; Responsible for creating, maintaining and teaching "The Basics of Site Plan Review" Power Point training program for new/incoming inspectors.
- 2023 – Current; Responsible for training prevention review staff on how to review site plans as needed for new hires or as a team member increases their skill set.
- 2017 – 2023; Appointed as the AFD preventions representative to the AFD high-rise committee, where multiple AFD representatives to discuss, investigate and resolve issues AFD operations and applicable codes regarding high-rise buildings in the City of Austin. Update prevention staff on results of these meetings and any changes to affected codes or review processes the staff may need to be aware of.
- 2017 – 2022; Responsible for creating, maintaining and teaching "The Basics of Fire Alarm Systems" Power Point training program for new/incoming inspectors.
- 2017 – 2022; Responsible for training prevention review staff on how to review fire alarm systems as needed for new hires or as a team member increases their skill set.
- 2018 – 2022; Attending hazmat training classes by AFD Prevention Chemical Safety Staff, focusing on the Hazardous Materials and Flammable Liquids/Gases sections of the 2015 IFC and applicable NFPA standards including assisting with hazmat inspections, review of hazmat applications and some classification of chemicals. Over 23hrs of training have been completed and training is ongoing at this time.
- 2018- 2022; Attending training for Smoke Control Systems by AFD Prevention Fire Protection Staff, focusing section 909 of the 2015 IFC as amended and the NFPA 92 Standard for Smoke Control Systems including review of smoke control and stairwell pressurization systems submitted to AFD and

assisting with reviewing and discussing the latest AFD testing requirements and procedures for testing and inspecting these systems. Training is ongoing at this time.

Below are some notable projects managed for AFD:

6/16/2014 – 3/12/2018 101 Red River Street – Fairmont Hotel – 38 Story Luxury Hotel – I reviewed the Site Plan, Building Plans, Fire Alarm System, Stairwell Pressurization Plans and Alternative Methods of Compliance for the following items – A corridor smoke exhaust system, unique egress using the elevators as occupant egress elevators for the convention levels 2-7, the generator location on the 3rd floor including fueling, a stairwell lighting system instead of luminous markings and the stairwell pressurization system for stairs serving conventions floors 1-7. I coordinated multiple coordination meetings both at Prevention and onsite, as well as assisting with numerous inspections in order to ensure all systems, especially AMOC related systems were installed in a code compliant fashion and functioned as required per the applicable codes, AMOC and manufacturer documentation prior to allowing a final certificate of occupancy for the building.

12/7/2016 – present – 21 Waller Creek St – RBJ Center – this is a 22.6-acre (987640 sq. ft.) master planned high-density, office, retail, entertainment and residential center, including a high-rise building, similar to the Domain project located near MoPac Expwy and Braker Lane. What made this site plan very challenging is unknown to the owner and multiple land use review disciplines one of the required access roads (Nash Hernandez Senior Road) and a corner portion of the lot, were actually owned by Austin Parks and Recreation. This created several fire access issues as well as transportation issues for the project, which required detailed coordination between AFD, Transportation, Parks and Recreation, the owner and the City Legal department to make the project work and meet code requirements. Additionally, the site has a large alternative surface fire lane as well as modified fire lanes on the standard pavement which had to be carefully evaluated for code compliance and functionality. I have been made the single point of contact for this project and as the project develops, I will review all the building and system plans for the project.

12/1/2017 – 2021 – 1212 Rio Grande St – ACC Rio Grande Campus Complete Remodel – This is a Historic building that is being completely gutted and rebuilt on the inside and must comply with all current codes because this is a Level 3 renovation. I reviewed the Building Plans, Smoke Control System and Hazmat application for this project so far, I will also review the Fire Alarm and Sprinkler Plans before the project is finished. As part of the project the owner enclosed two existing outside courtyards that were formerly open to sky, which created two 3 story atriums. Due to the historic nature of the building and the airflow dynamics through the building this made it if very difficult to provide a code compliant atrium smoke exhaust system which required multiple coordination meetings with the designing engineer and general contractor as well multiple in depth reviews of the engineers smoke control report and design, including automated door openings and an the evaluation of an AMOC for the historic windows inside the atriums to allow for certain separation exceptions.

Beckwith Electronic Systems (BES). BES is a special systems contractor, for fire alarm systems, life safety systems, security systems, sound systems, nurse call systems, intercom, access control etc... for commercial applications.

Primary Responsibilities:

- Review contract documents, including drawings and specifications and estimators proposal and then utilize AutoCAD and various programs to design commercial life safety systems, nurse call systems, area of refuge communications systems, security systems, camera and sound systems for high rise buildings, schools, medical facilities, hotels and various other businesses including circuit & wiring schematics, equipment layouts, electrical loads, voltage drops, battery calculations, riser diagrams and construction plans to provide a cost effective design that meet all specifications, code and regulation requirements.
- Generate project submittals including scopes of work, systems descriptions, calculations, product data and construction plans for the Authorities Having Jurisdiction (AHJ) and clients.
- Attend meetings with AHJ, design teams and project meetings with other trades throughout life of project to ensure the quality of work and to address and resolve any issues that may arise during the life of the project.
- Addressing any changes and/or issues that may arise as a project progresses due to changes in architectural plans, field conditions, new developments etc., and communicating the new and/or revised information to all affected parties including updating plans, getting new approval from AHJ if needed and ensuring any additional fees are added to the final contract amount.
- Maintain project records including project log, RFI's, phone records and record drawings.
- Prepare project closing documentation including letters of warranty, operations and maintenance manuals, asbuilt calculations for power requirements, system programs, equipment lists and record drawings.

Secondary Responsibilities:

- Assist estimators with project takeoffs, onsite surveys of potential projects and discuss code issues and possible solutions to unique challenges as they arise.

Some Notable Projects:

Fire alarm system retro fit /upgrade of Texas Department of State Health Services campus composed of 5 buildings networked together including a 9-story building with voice evacuation and full coverage smoke detection. The fire alarm and voice evacuation system for McCallum High School auditorium addition. The Cedar Park Surgical Center nurse call and fire alarm system, Palisades West 3-story office building fire alarm system, Northwest Austin Rec Center Fire Alarm & Voice Evacuation System, Surgery Center at Williamson County fire alarm system. The San Antonio Mission Trails Hospital a 3-Story 137 door Intelligent Access Control System. The Seton County Medical Center in Harker Heights/Killeen Texas, a network intelligent nurse call system with over 500 patient, staff, duty and emergency stations, with bed, light and TV control interfaces.

April 2009 – February 2011

Self Employed Designer for Civil Design and Special Systems

Contacts: Henry D. Roye, P.E., Owner/Operator HD Engineering 512-524-5424/512-633-3293

Civil Design Contract Projects:

- Design of a “wet” water quality and detention pond for a 30-acre phase II portion of a residential development, including researching code requirements, drainage and water quality calculations, drainage report, outfall design, cad work, construction plans and TCEQ paperwork.
- Subdivision of 6.5 acres of existing lake front residential property, located in Hudson Bend (Austin ETJ) into a 1 acre and 5.5 acre lots. The subdivision process included a complete drainage study and full flood study reports to establish the limits City of Austin 100-year floodplain and the critical water quality zone, net site area calculations and processing of all necessary City of Austin paperwork for the subdivision.

November 2006 – April 2009: Baker-Aicklen & Associates, Inc. Civil Consultants

Position: EIT

Contacts: Note Baker-Aicklen & Associates is no longer in business, however the P.E.s noted below are still in practice and can be found on the State of Texas Board of Engineers website under the P.E. Rosters if you wish to contact them.

Leah Coffman P.E., Project Manager, Arnold Gonzolez P.E., Project Manager, Ken Aicklen, P.E., V.P. & Owner.

Primary Responsibilities:

- Research code requirements and existing site conditions for new projects.
- Analyze availability of existing infrastructure to serve site.
- Perform drainage analysis and calculations to determine runoff and identify any drainage issues.
- Design grading, drainage, storm sewers, detention and/or water quality ponds, utilities and create models for projects utilizing HEC-HMS, HEC-RAS, StormCAD, Flowmaster and Culvert Master computer models and associated calculations.
- Preparing and submitting completed site plan submittal packages.
- Respond to comments and/or perform site plan corrections or revisions with the municipality as the project evolves including all necessary documentation.
- Preparing various reports & documents, drainage, flood studies, Water Pollution Abatement Plans, Stormwater Pollution Prevention Plans, Sewage Collection System Plans, etc....
- Supervising civil techs to ensure projects are completed efficiently and accurately.
- Assisting owners and contractors with resolving any issues that may occur during the construction phase of the project.
- Attending project meetings with the owners, owner’s representative, municipalities and TCEQ.
- Witnessing onsite testing and inspections for utilities.
- Site walk thru upon completion of project.
- Writing engineers summary and concurrence letters.

Secondary Responsibilities:

- Assist with Engineers Estimates of Probable Cost for projects.
- Generating plans using Auto Civil 3D.
- Assist with day-to-day operations of the office.

Notable Projects:

- Austin Community College, Round Rock Campus 70+ Acre Development, Round Rock Texas
- Seton Medical Center at FM 1431 & FM 1460, 40+ Acre Development, Round Rock Texas
- Cedar Ridge High School, Round Rock ISD, 50+ Acre Development, Round Rock Texas
- Arbor Place 50+ Acre High End Residential Development, Round Rock Texas
- Highland Horizon 50+ Acre High End Residential Development, Austin Texas
- Vista 620 10+ Acre Commercial Development, Round Rock Texas

December 2005 – 2006: The Wallace Group Inc. Civil Consultants – Land Development Division.

Position: EIT

Contacts:

Austin Office: Immediate Supervisor; Robert Calderon P.E., Project Manager 512-470-8056

additional contacts; Bob Wallace P.E., R.P.L.S. – Owner & President of the Wallace Group Inc. 254-772-9272

Primary Responsibilities:

- Research code requirements and existing site conditions for new projects.
- Design grading, drainage, utilities, storm sewers and detention ponds for projects including drainage area maps, redlines, StormCAD and PondPack computer models and associated calculations.
- Respond to comments and/or perform site plan corrections or revisions with the municipality as the project evolves including all necessary letters of correction, revision and notification.
- Supervising civil techs to ensure projects are completed efficiently and accurately.
- Assisting owners and contractors with resolving any issues that may occur during the construction phase of the project.
- Attending project meetings with the owners, owner's representative and municipalities.
- Preparing site plan submittal packages.
- Site walk thru upon completion of project.
- Writing engineers summary and concurrence letters.

Secondary Responsibilities:

- Assist with proposal estimates.
- Generating plans using Land Desktop.
- Assist with day-to-day operations of the office.

Notable Projects:

- Rockwall Shopping Center, 70+ Acres Commercial Development, Rockwall Texas
- The Pinnacle, 40+ Acre Apartment Complex, Dallas Texas

July 1996-December 2005: Design/Systems Group Inc, a design/build commercial Special Systems Firm (Life Safety/Security/Nurse Call/Sound Systems)

Position: Design Manager

Certifications: Registered NICET LEVEL II Fire Alarm Designer

Contacts:

Dallas Office (1996-1999) Immediate Supervisor; Ovid Morphew, President & Owner 972-262-3332

Austin Office (1999-2005) Immediate Supervisor Steve Ritchie President & Owner 512-248-8233 – this office has closed please contact the Dallas office.

Primary Responsibilities:

- Utilize AutoCAD and various programs to design commercial life safety systems, nurse call systems, area of refuge communications systems and smoke control panels for high rise buildings, schools, medical facilities, hotels and various other businesses including circuit & wiring schematics, equipment layouts, electrical loads, voltage drops, battery calculations, riser diagrams and construction plans to meet all specifications, code and regulation requirements.

- Generate project submittals including scopes of work, systems descriptions, calculations, product data and construction plans for the Authorities Having Jurisdiction (AHJ) and clients.
- Attend meetings with AHJ, design teams and project meetings with other trades throughout life of project to ensure the quality of work and to address and resolve any issues that may arise during the life of the project.
- Generate change orders for additional fee's when design changes occur due to changes in architectural plans, field conditions, new developments etc., negotiate changes orders as needed and ensure the change orders are delivered, signed by the client, communicating to any affected parties/personnel that changes have occurred, updating plans, getting new approval from AHJ if needed and ensuring the additional fees are added to the final contract amount.
- Maintain project records including project log, RFI's, phone records and asbuilts.
- Prepare project closing documentation including letters of warranty, operations and maintenance manuals, asbuilt calculations for power requirements, system programs, equipment lists and record drawings.
- Manage design department personnel and materials to maintain production times, product quality and costs.

Secondary Responsibilities:

- Estimate projects based on client specifications, local, state and federal code requirements/regulations.
- Negotiate estimates/contracts with clients as necessary.
- Perform billing at various project phases.
- Assisted company in obtaining ISO9001 & UL certification in 1998 by writing up all design and drafting procedures for company ISO9001 manual.

Additional Professional References:

Henry D. Roye, P.E. - Owner /Operator of HD Engineering, (512) 524-5424/ (512) 633-3293

Antonio Prete, P.E. - Owner/Operator of Waeltz & Prete Engineering (512) 423-8730

Steven White – Operations Manager – Firetrol Protection Systems, Inc. (512) 547-0426



EXECUTIVE SUMMARY
7/17/2025

AGENDA SUBJECT:

Discuss and consider action on a Resolution promoting water conservation and stormwater retention through the expansion of the City's rain barrel program.

BACKGROUND:

The mission of this Resolution is for the City of Leander to promote water conservation and stormwater retention by expanding the City's residential rain barrel program, specifically targeting areas that would benefit most from stormwater mitigation.

Key Objectives of the Resolution:

- Encourage sustainable water use by capturing and reusing rainwater for non-potable purposes.
- Reduce stormwater runoff in areas with infrastructure vulnerabilities or environmental sensitivity.
- Provide financial support by allocating \$50,000 for the purchase and distribution of rain barrels in designated neighborhoods.
- Ensure proper implementation through installation verification and accountability measures.
- Engage communities by allowing HOAs and neighborhood associations to apply for inclusion in the program.

Other Objectives:

- Create a ongoing marketing/messaging strategy for home owners and developers to incorporate water conservation in the development of properties and their ongoing maintenance.
- Establish a vendor network to support the ongoing deployment and usage of rain barrels within the City.
- Partner with a non-profit that would promote and market the use of rain barrels.

The resolution aims to make Leander more resilient to water scarcity and flooding by empowering residents to be part of the solution—one rain barrel at a time.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff requests that the City Council discuss this item and provide direction. Should the City Council opt to establish this program, appropriate budgetary allocations will be included for FY 2026.

PRESENTER:

Council Initiative

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$50,000.00
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Utility

Attachments:

1. Resolution

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS PROMOTING WATER CONSERVATION AND STORMWATER RETENTION THROUGH THE EXPANSION OF THE CITY'S RAIN BARREL PROGRAM.

WHEREAS, the City of Leander recognizes the importance of promoting water conservation and the beneficial reuse of stormwater for non-potable residential purposes; and

WHEREAS, the City of Leander currently operates a water conservation program that includes rebates for the purchase of residential rain barrels as a means of supporting sustainable water use; and

WHEREAS, certain areas within the City have been or may be identified as appropriate for enhanced stormwater mitigation efforts due to site-specific characteristics and infrastructure considerations;

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

SECTION 1. The City of Leander hereby allocates a budget of \$50,000.00 for Fiscal Year 2026 for the procurement and distribution of residential rain barrels to be made available to properties located within designated Stormwater Mitigation Areas.

SECTION 2. The City of Leander Public Works Department, in consultation with the City Manager, shall identify and designate specific neighborhoods or geographic areas as "Stormwater Mitigation Areas," and shall be responsible for communicating the program to residents, neighborhood associations, and homeowners' associations (HOAs) within those areas.

SECTION 3. The City's responsibility under this program shall be limited to the purchase and distribution of rain barrels and a one-time verification that each rain barrel has been properly installed to capture roof runoff. The City shall not be responsible for the functionality, ongoing maintenance, operation, or performance of any rain barrel once installed.

SECTION 4. Applicants (residents) approved to receive a rain barrel must complete installation within forty-five (45) days of receipt. The City's Public Works Water Conservation Team shall conduct a one-time inspection to confirm installation in accordance with the program requirements, specifically that the system captures rainwater from the roof.

SECTION 5. Any applicant who fails to install the rain barrel within the required timeframe, or whose installation does not meet inspection criteria and who cannot reach accommodation with the City, shall be required to reimburse the City for the cost of the rain barrel.

SECTION 6. The Public Works Water Conservation Team shall establish a formal process through which HOAs and neighborhood associations may request evaluation and consideration for designation as a Stormwater Mitigation Area under this program.

PASSED AND APPROVED this 17 day of July, 2025.

ATTEST

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor