



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, August 7, 2025
REVISED Briefing Workshop at 6:00 PM
REVISED 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 Cause No. 20-0217-C425 Daniel Brown, Maria Brown, and ZG Properties, LLC v. City of Leander, and
 3. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding development impact on flooding; and
 4. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Tax Increment Reinvestment Zone (TIRZ) No. 1 reimbursements; and
 5. Section 551.087, Texas Government Code, deliberate the purchase, exchange, lease, or value of real property and deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations along with consideration and possible action on a Chapter 380 Agreement for Project EDA-25-007; and
 6. Section 551.089, Texas Government Code, deliberation regarding deployments relating to information resources technology.

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. Cause No. 20-0217-C425 Daniel Brown, Maria Brown, and ZG Properties, LLC v. City of Leander; and
3. Development impact on flooding; and
4. Tax Increment Reinvestment Zone (TIRZ) No. 1 reimbursements; and
5. Chapter 380 Agreement for Project EDA-25-007; and
6. Deployments relating to information resources technology.

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.
 - National Golf Month Proclamation
 - Safe and Secure Week Proclamation (August 11 - 15)

CONSENT AGENDA: ACTION

8. Approval of the minutes for meeting held on July 17, 2025.
9. Acceptance of a letter of resignation from David McDonald, Councilmember Place 3, and approval of an Ordinance ordering and establishing procedures for Special Called Election in the City of Leander to elect Councilmember for the office held by Place 3 to fill an unexpired term; providing for notice of election; providing election precinct and polling places; providing for early voting; providing for an effective date and open meetings clause; providing for City Manager to execute any and all necessary documents; and providing for related matters.

Aceptación de la carta de renuncia de David McDonald, concejal del lugar 3, aprobación de una ordenanza que ordena y establece procedimientos para una elección especial convocada en la ciudad de Leander para elegir a un concejal para el cargo ocupado por el lugar 3 para cubrir un período no vencido; que dispone la notificación de la elección; que dispone el recinto electoral y los lugares de votación; que dispone la votación anticipada; que dispone una fecha de entrada en vigor y una cláusula de reuniones abiertas; que dispone que el administrador de la ciudad ejecute todos y cada uno de los documentos necesarios; y que dispone sobre asuntos relacionados.
10. Approval of a Development and Cost Participation Agreement for public improvements for Hawkes Landing North Phase 3 Subdivision on one (1) parcel of land approximately 37.967 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R616492; generally located on the east side of N. Bagdad Road south of W. San Gabriel Parkway, Leander, Williamson County, Texas.
11. Approval of an Ordinance to update the Roadway Service Area Map to incorporate recently annexed areas into the City including the Bagdad Retail Center, Oakwood Hills, Oak Grove Estates, and Barksdale Phase 3 Annexations.

12. Acceptance of infrastructure improvements associated with Subdivision Case PICIP-22-0040 Bar W Ranch West Phase 11 for water and wastewater improvements.
13. Acceptance of public infrastructure improvements associated with Subdivision Case PICIP-24-0125 Travisso Phase 4 Sections 7 and 8, and Phase 5 Section 3 for reclaimed water irrigation.
14. Approval of Change Order No.1 for the Roadway Rehabilitation Fiscal Year 2025 project with Asphalt Inc., LLC dba Lone Star Paving Company for the addition of rehabilitation to a section of northbound Ronald Reagan Boulevard, increasing the current contract by \$347,713.50 for a new total of \$1,758,933.05; and authorize the City Manager to execute any and all necessary documents.
15. Approval of an Interlocal Agreement by and between the City of Leander and the Williamson County and Cities Health District (WCCHD) providing for the continuation of sharing public information to combat the spread of communicable diseases in Williamson County.

PUBLIC HEARING: ACTION

16. 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 $\pm$ 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 due to City staff publication error.]*

REGULAR AGENDA

17. 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 August 21, 2025, to allow City staff time to evaluate comments provided by the private sector.]*
18. 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.
19. Receive presentation regarding a proposed affordable housing single-family development associated with the Preserve at Mason Creek Site Development; more particularly described as 7.675 acres $\pm$ in size out of Williamson Central Appraisal District Parcel R655944; and generally located south of Horseshoe Drive, approximately 480 feet west of S. West Drive, Leander, Williamson County, Texas and possible action to direct staff regarding next steps.
20. Receive a status report from City staff on the status and implementation of the sign ordinance and to receive direction from City Council.
21. Discuss and consider action on an Ordinance amending Ordinance No. 24-075-00 to update the City of Leander's annual budget for Fiscal Year 2025, ensuring alignment with financial priorities and necessary funding adjustments.
22. Discuss and consider action on the 2025 Special Legislative Session; reaffirm the City's 2025 Legislative Program; and direct Staff on any appropriate program priorities being considered at the Special Session.

23. Discuss and consider directing City staff on the selection of benchmark cities for comparative analysis of the City of Leander Community Survey.
24. Council Member Closing Statements.
25. Convene back into Executive Session, if needed, 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 Cause No. 20-0217-C425 Daniel Brown, Maria Brown, and ZG Properties, LLC v. City of Leander, and
 3. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding development impact on flooding; and
 4. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Tax Increment Reinvestment Zone (TIRZ) No. 1 reimbursements; and
 5. Section 551.087, Texas Government Code deliberate the purchase, exchange, lease, or value of real property and deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body is conducting economic development negotiations along with consideration and possible action on a Chapter 380 Agreement for Project EDA-25-007; and
 6. Section 551.089, Texas Government Code, deliberation regarding deployments relating to information resources technology.

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. Cause No. 20-0217-C425 Daniel Brown, Maria Brown, and ZG Properties, LLC v. City of Leander; and
3. Development impact on flooding; and
4. Tax Increment Reinvestment Zone (TIRZ) No. 1 reimbursements; and
5. Chapter 380 Agreement for Project EDA-25-007; and
6. Deployments relating to information resources technology.

26. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 4 day of August 2025 by ~~6:00~~ 3:30 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

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

BACKGROUND:

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

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 07.17.2025



**MINUTES
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**

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:00 p.m.

2. Roll Call.

Roll call reflected all present with Councilmembers Chang and Naudin absent.

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.

The City Council convened into Executive Session at 6:04 p.m.; reconvened back into open session at 6:58 p.m. Due to deliberations were not completed the briefing workshop was recessed at 6:59 p.m. Briefing workshop reconvened at 8:26 p.m. and reconvened Executive Session; reconvened into open session at 9:23 p.m.

1. No action
2. No action.

Briefing workshop adjourned at 9:24 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:06 p.m.; Wendell Holmes provided the invocation following a moment of silence for all the victims of the recent floods; and Mayor DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present with Councilmembers Chang and Naudin 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.]

Kat Howell, 11327 Hero Way W. - commented on past and recent flooding in Leander.

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.

Update included: Ronald Reagan Boulevard bridge over the San Gabriel River; cancellation of Liberty Fest; timeline of calls and events; swift water rescue activity; fire department responses; evacuations; assisted rescues; park flooding; road closures; pot hole repair; military black hawk helicopter assistance in search; impact to water plants; wastewater collection system impact; assistance to neighboring communities; flooding in our parks; site visits; clean up projects; vigil held at Austin Community College; support to Travis and Williamson Counties; regional task force; and organizations providing disaster assistance including financial and/or debris management.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 9 through 17.

By: Mayor Pro Tem Thompson

Seconded: Councilmember Ross

Vote: 5 - 0

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 ± 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.

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

By: Mayor Pro Tem Thompson
 Seconded: Mayor DeLisle

Vote: 3 - 2 (McDonald, Herrera)

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.

Following a discussion, no action was taken.

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.

Motion: Approve Resolution directing publication of notice of public hearing and intention to issue combination tax and revenue certificates of obligation.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 5 - 0

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.

Motion: Approve Richard Schaffner as the Citizen Director.

By: Councilmember McDonald

Seconded: Councilmember Ross

Vote: 5 - 0

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

Following a discussion, no action was taken.

23. Council Member Closing Statements.

Michael Herrera - thank you to staff for all their work regarding recent floods.

David McDonald - thank you to all the volunteers for their work regarding recent floods.

Na'Cole Thompson - thank you to everyone for all your efforts and hard work; and continue prayers for those impacted.

Becki Ross - extended appreciation to all the volunteers and everyone's hard work.

Christine DeLisle - thanked everyone; reminded everyone to be kind; and commented on upcoming Blue Santa event.

24. Adjournment

Adjourned at 9:24 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

Acceptance of a letter of resignation from David McDonald, Councilmember Place 3, and approval of an Ordinance ordering and establishing procedures for Special Called Election in the City of Leander to elect Councilmember for the office held by Place 3 to fill an unexpired term; providing for notice of election; providing election precinct and polling places; providing for early voting; providing for an effective date and open meetings clause; providing for City Manager to execute any and all necessary documents; and providing for related matters.

Aceptación de la carta de renuncia de David McDonald, concejal del lugar 3, aprobación de una ordenanza que ordena y establece procedimientos para una elección especial convocada en la ciudad de Leander para elegir a un concejal para el cargo ocupado por el lugar 3 para cubrir un período no vencido; que dispone la notificación de la elección; que dispone el recinto electoral y los lugares de votación; que dispone la votación anticipada; que dispone una fecha de entrada en vigor y una cláusula de reuniones abiertas; que dispone que el administrador de la ciudad ejecute todos y cada uno de los documentos necesarios; y que dispone sobre asuntos relacionados.

BACKGROUND:

David McDonald officially submitted his letter of resignation for Councilmember Place 3 on Friday, July 18, 2025. Mr. McDonald has chosen to run for Williamson County Commissioner Precinct 2, which requires him to resign from office. He will continue to serve as Councilmember Place 3 until his successor is duly elected.

The City Charter requires a special election to be called if there is more than one (1) year left on the term, if a vacancy occurs. The Special Election shall be held on Tuesday, November 4, 2025, to elect a member of the City Council from the city at large for the office of Place 3, to fill an unexpired term of three (3) years expiring in 2028. Candidates for the above office shall file their application with the City Secretary of the City, at City Hall, 105 N. Brushy Street, Leander, Texas, between 8:00 a.m. on August 8, 2025, and 5:00 p.m. on September 3, 2025, excluding weekends and holidays. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary. The drawing will be held at 9:00 a.m. on September 5, 2025, at Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas.

Early voting shall commence on Monday, October 20, 2025, and continue through Friday, October 31, 2025, and early voting polls shall remain open for the time specified by the *Texas Election Code* and the respective Elections Administrator. The main early voting location for qualified voters of the city residing in Williamson County will be Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas 78641. For those residing in Travis County, the early voting location will be Christ Episcopal Church, 3520 W. Whitestone Boulevard, Cedar Park, Texas 78613.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. David McDonald Resignation 07.18.2025
2. Special Election 2025 (English)
3. Special Election 2025 (Spanish)



CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

Leander City Council

From: David McDonald
Leander City Council Place 3

July 18, 2025

Letter of Resignation from Leander City Council

First, I want to thank our citizens for their help with the most recent floods. Together, we can make a difference, and you have.

In our city we have made Police and Fire a priority, we have prioritized transportation needs, and we are continuing to make Leander a place for small businesses to grow.

With the recent announcement of Commissioner Long not seeking reelection for Williamson County Commissioner Precinct 2, and after a lot of prayer and discussion with my wife and family, I feel lead and called to also serve the residents of Williamsons County Precinct 2 in that capacity. Although this announcement requires a resignation from Leander City Council, I am grateful that I will be able to continue to serve the people of Leander until a candidate has been duly elected and sworn in.

I know many may wonder why I need to announce now. Due to the amount of time left on my current term, the City of Leander is required to have an election to fill my upcoming vacancy. This coincides with the November 4th election and fulfills the state requirement to hold an election within 120 days. Announcing now, will allow the city to have the election without added cost for a special election.

As a lifelong public servant and serving the residents of Leander for the last 3+ years, I am thrilled of the possibility to serve in a greater capacity full-time.

Respectfully,

David McDonald
Leander City Council Place 3



CITY OF LEANDER, TEXAS | P. (512) 528-2743 | F. (512) 690-2193 | LEANDERTX.GOV

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE ORDERING AND ESTABLISHING PROCEDURES FOR SPECIAL CALLED ELECTION IN THE CITY OF LEANDER TO ELECT A COUNCILMEMBER FOR THE OFFICE HELD BY PLACE 3 TO FILL AN UNEXPIRED TERM; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING ELECTION PRECINCT AND POLLING PLACES; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; PROVIDING FOR THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, on November 4, there shall be elected the following official to fill an unexpired term for this City: Councilmember Place 3.

WHEREAS, the Texas Election Code is applicable to said election and this ordinance establishes procedures consistent with the Code, and designates the voting place for the election;

WHEREAS, the City of Leander lies within the boundaries of Williamson and Travis Counties;

WHEREAS, the City of Leander, Texas (hereinafter the "City") approves and agrees to conducting the City General Election jointly with other political subdivisions in Williamson and Travis Counties in accordance with *Texas Election Code, Chapter 271*; and

WHEREAS, the City is making provision to contract with the Williamson County and Travis County Elections Administrators to conduct the City's election for both Williamson County voters and Travis County voters, pursuant to *Chapter 31, Texas Election Code, and Chapter 791, Texas Government Code* (the "Election Services Contract");

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

Section 1. Special Called Election. The Special Called Election of the City shall be held on Tuesday, November 4, 2025 to elect a member of the City Council from the city at large for the office of Place 3, to serve an unexpired term of three (3) years expiring in 2028. Candidates for the above office shall file their application with the City Secretary of the City, at City Hall, 105 N. Brushy Street, Leander, Texas, between 8:00 a.m. on August 8, 2025 and 5:00 p.m. on September 3, 2025 excluding weekends and holidays. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary. The drawing will be held at 9:00 a.m. on September 5, 2025 at Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas.

Section 2. Ballots. The ballots used for the general election shall comply with the *Texas Election Code* and be in the form provided by the City to the Williamson and Travis Counties Elections Administrators for use on the respective voting devices used by each such jurisdiction.

Section 3. Printed Materials. The official ballots, together with such other election materials as are required by the *Texas Election Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Texas Election Code* and the *City Charter*. A notice containing a substantial copy of this ordinance shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at the aforesaid polling place not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in an English and Spanish newspaper in general circulation in the City. The Williamson County Elections Administrator and the Travis County Elections Administrator are authorized and shall give all notices for their respective jurisdictions required for the election.

Section 5. Conduct of Election. The Williamson and Travis Counties Elections Administrators and their employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for the City pursuant to the contracts for election services between the City of Leander and Williamson and Travis Counties. The election shall be held and conducted in compliance with state law and the Election Services Contract.

Section 6. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Williamson County and within Travis County, provided that such political subdivisions hold an election on May 3, 2025 in all or part of the same territory as the City (the "Political Subdivisions"). The joint election for Political Subdivisions in Williamson and Travis Counties will be conducted in accordance with state law, this ordinance, and the respective Election Services Contracts.

Section 7. Election Precincts and Election Day Polling Places. The election precincts in the City located in Williamson County and Travis County shall be the election precincts established by Williamson and Travis Counties, provided that each shall contain and include geographic area that is within the City. The polling place for each election precinct shall be the polling place established by Williamson and Travis Counties as appropriate. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the Williamson County and Travis County Elections Administrators shall tabulate and provide the election returns for votes cast by Williamson County and Travis County voters.

Section 8. Early Voting.

- (a) Early voting shall commence on Monday, October 20, 2025, and continue through Friday, October 31, 2025, and early voting polls shall remain open for the time specified by the *Texas Election Code* and the respective Elections Administrator.
- (b) The deadline to apply for a ballot by mail is October 24, 2025. An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on October 24, 2025.
- (c) The period to apply for a federal postcard application (FPCA) is October 24, 2025. An FPCA must be received by the Early Voting Clerk no later than the close of business on October 24, 2025.
- (d) Early Voting Conducted by the Williamson County Elections Administrator:
 - 1) Early voting, both by personal appearance and by mail will be conducted by the Williamson County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Williamson County. Bridget Escobedo is hereby designated and appointed as an Early Voting Clerk for the general election for qualified voters of the City residing in Williamson County.
 - 2) Applications for ballot by mail for qualified voters of the City residing in Williamson County shall be mailed to:

Bridget Escobedo
Williamson County Elections Administrator
Williamson County Elections Department

Mailing Address:

PO Box 209
Georgetown, TX 78627
Physical Address:
Williamson County Inner Loop Annex
Elections Department
301 SE Inner Loop Ste 104
Georgetown, TX 78626
Telephone Number: (512) 943-1630
Email Address: bbm@wilco.org
Website: <https://www.wilco.org/Departments/Elections>

- 3) The main early voting location for qualified voters of the City residing in Williamson County is: Pat Bryson Municipal Hall, Council Chambers 201 N. Brushy Street, Leander, Texas 78641.
 - 4) Early voting for qualified voters of the City residing in Williamson County shall be held at the dates, times, and location authorized by the Williamson County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.
- (e) Early Voting Conducted by the Travis County Elections Administrator:
- 1) Early voting, both by personal appearance and by mail will be conducted by the Travis County Elections Administrator in accordance with the *Texas Election Code* for the qualified voters of the City residing in Travis County. Dyana Limon-Mercado, County Clerk, is hereby designated and appointed as an Early Voting Clerk for the general election for qualified voters of the City residing in Travis County.
 - 2) Applications for ballot by mail for qualified voters of the City residing in Travis County shall be mailed to:
By mail:
Dyana Limon-Mercado, County Clerk
Travis County Early Voting Clerk
PO Box 149325
Austin, Texas 78714-9325
By Contract Carriers/ Fedex:
Elections Division
Travis County Clerk
5501 Airport Blvd.
Austin, Texas 78751
Telephone: (512) 238-8683
Email: ebbm@traviscountytexas.gov
Website: <https://elections.traviscountytexas.gov/>
 - 3) The main early voting location for qualified voters of the City residing in Travis County is: Christ Episcopal Church, 3520 W. Whitestone Boulevard, Cedar Park, Texas 78613.
 - 4) Early voting for qualified voters of the City residing in Travis County shall be held at the dates, times, and location authorized by the Travis County Elections Administrator. Any early voting polling place may be added or changed by the Administrator upon compliance with applicable law.

Section 9. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Williamson County and Travis County in compliance with the requirements of state law, and are hereby designated and appointed election officers for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 10. Accessible Voting System. The City of Leander authorizes Williamson and Travis County Elections Administrators to provide at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner may be acquired by any legal means available to including but not limited to lease or rental from the County of Williamson, County of Travis or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

Section 11. City Secretary Assistance. The City Secretary is hereby authorized and instructed to aide the Williamson County and Travis County Elections Administrators in the acquisition and furnishing of all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to assist with the giving of notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the respective Election Services Contract between the City and the Williamson County Elections Administrator and the Travis County Elections Administrator shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the respective Election Services Contracts.

Section 12. Necessary Actions. The Mayor and the City Secretary of the City, in consultation with the City's Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and the City Charter in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance.

Section 13. General. The general election shall be held and conducted by the Williamson County and Travis County Elections Administrators in compliance with the *Texas Election Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The Williamson County and Travis County Elections Administrators are hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than November 7, 2025, nor later than November 15, 2025.

Section 14. Effective Date; Election Code. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the Texas Elections Code, the Texas Election Code shall govern and control and the Williamson County Elections Administrator shall comply with the Texas Elections Code.

Section 15. Open Meetings. It is 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 *Chapter 551, Texas Government. Code.*

PASSED, ADOPTED AND APPROVED on this the 7 day of August, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

UNA ORDENANZA DE LA CIUDAD DE LEANDER, TX

ORDENANZA NO.

UNA ORDENANZA QUE ORDENA Y ESTABLECE PROCEDIMIENTOS PARA ELECCIONES ESPECIALES CONVOCADAS EN LA CIUDAD DE LEANDER PARA ELEGIR A UN MIEMBRO DEL CONCEJO PARA EL CARGO OCUPADO POR EL LUGAR 3 PARA CUBRIR UN MANDATO NO VENCIDO; QUE ESTABLECE LA NOTIFICACIÓN DE LA ELECCIÓN; QUE ESTABLECE PRECINTOS ELECTORALES Y LUGARES DE VOTACIÓN; QUE ESTABLECE LA VOTACIÓN ANTICIPADA; QUE ESTABLECE UNA FECHA DE VIGENCIA Y UNA CLÁUSULA DE REUNIONES ABIERTAS; QUE ESTABLECE QUE EL ADMINISTRADOR DE LA CIUDAD FIRME TODOS Y CADA UNO DE LOS DOCUMENTOS NECESARIOS; Y QUE ESTABLECE ASUNTOS RELACIONADOS.

POR CUANTO, el 4 de noviembre se elegirá al siguiente funcionario para cubrir un mandato no vencido en esta Ciudad: Concejal Lugar 3.

POR CUANTO, el Código Electoral de Texas es aplicable a dicha elección y esta ordenanza establece procedimientos consistentes con el Código, y designa el lugar de votación para la elección.

POR CUANTO, que la ciudad de Leander se encuentra dentro de los límites de los condados de Williamson y Travis

POR CUANTO, la Ciudad de Leander, TX (en adelante, la "Ciudad") aprueba y acuerda llevar a cabo la Elección General de la Ciudad conjuntamente con otras subdivisiones políticas en el Condado de Williamson y los Condados de Travis de conformidad con *Código Electoral de Texas*, y el *Capítulo 271*, y

POR CUANTO, la Ciudad está tomando disposiciones para contratar a los Administradores Electorales del Condado de Williamson y del Condado de Travis para llevar a cabo las elecciones de la Ciudad tanto para los votantes del Condado de Williamson como para los votantes del Condado de Travis, de conformidad con el *Capítulo 31, Código Electoral de Texas*, y el *Capítulo 791, Texas Government Code* (el "Contrato de Servicios Electorales");

AHORA, POR LO TANTO, SE ORDENA Y DEMANDA POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE LEANDER, TEXAS

Sección 1. Elección Extraordinaria. La Elección Extraordinaria de la Ciudad se celebrará el martes 4 de noviembre de 2025 para elegir a un miembro del Concejo Municipal de la ciudad en general para el cargo de Puesto 3, por un período restante de tres (3) años que expira en 2028. Los candidatos a dicho cargo deberán presentar su solicitud ante el Secretario Municipal, en el Ayuntamiento, 105 N. Brushy Street, Leander, Texas, entre las 8:00 a. m. del 8 de agosto de 2025 y las 5:00 p. m. del 3 de septiembre de 2025, excluyendo fines de semana y días festivos. Todas las solicitudes de candidatura deberán presentarse en un formulario según lo estipula el Código Electoral de Texas. El orden en que se imprimirán los nombres de los candidatos en la boleta se determinará mediante un sorteo realizado por el Secretario Municipal. El sorteo se llevará a cabo

a las 9:00 a. m. del 5 de septiembre de 2025 en el Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas.

Sección 2. Boletas. Las boletas utilizadas para las elecciones generales deberán cumplir con el *Código Electoral de Texas* y estar en la forma provista por la Ciudad para el Administrador de Elecciones del Condado de Williamson y del Condado de Travis para su uso en los dispositivos de votación respectivos utilizados por cada jurisdicción.

Sección 3. Materiales impresos. Las boletas oficiales, junto con otros materiales electorales que sean requeridos por el *Código Electoral de Texas*, según enmendado, se imprimirá en los idiomas inglés y español y contendrá las disposiciones, las marcas y el lenguaje que requiera la ley.

Sección 4. Aviso de Elección. El aviso de la elección se dará de la manera que se estipula en el *Código Electoral de Texas* y la *Carta de la ciudad*. Se publicará un aviso que contenga una copia sustancial de esta ordenanza en el tablero de anuncios utilizado para publicar el aviso de las reuniones del cuerpo directivo en el Ayuntamiento y en el lugar de votación antes mencionado a más tardar el día veintiuno (21) antes de la elección, y publicando dicho Aviso de Elección al menos una vez, no antes de treinta (30) días ni más tarde de diez (10) días antes de dicha elección, en un periódico en inglés y español en circulación general en la Ciudad. El Administrador de Elecciones del Condado de Williamson y el Administrador de Elecciones del Condado de Travis están autorizados y darán todos los avisos de sus respectivas jurisdicciones requeridos para la elección.

Sección 5. Conducta de elección. El Administrador de Elecciones del Condado Williamson y sus empleados y sus designadas, y los jueces electorales, jueces suplentes y empleados debidamente designados para la elección, realizarán y conducirán las elecciones para la Ciudad de conformidad con el contrato de servicios electorales entre la Ciudad de Leander y Condado de Williamson y Condado de Travis. La elección se celebrará y llevará a cabo de conformidad con la legislación estatal y el contrato de servicios electorales.

Sección 6. Elección conjunta. La Ciudad acuerda realizar una elección conjunta con otras subdivisiones políticas dentro del Condado de Williamson y dentro del Condado de Travis, siempre que dichas subdivisiones políticas celebren una elección el 3 de mayo de 2025 en todo o parte del mismo territorio que la Ciudad (las "Subdivisiones Políticas") La elección conjunta para Subdivisiones Políticas en el Condado de Williamson y del Condado de Travis se llevará a cabo de conformidad con la ley estatal, esta ordenanza y el respectivo Contrato de Servicios Electorales.

Sección 7. Precintos electorales y lugares de votación el día de las elecciones. Los precintos electorales en la Ciudad ubicada en el Condado de Williamson y el Condado de Travis serán los precintos electorales establecidos por el Condado de Williamson, siempre que cada uno contendrá e incluirá el área geográfica dentro de la Ciudad. El lugar de votación para cada precinto electoral será el lugar de votación establecido por el Condado de Williamson y del Condado de Travis, según corresponda. Las urnas permanecerán abiertas el día de la elección de 7:00 a.m. a 7:00 p.m. Las declaraciones serán provistas por el distrito electoral y el Administradores de Elecciones del Condado de Williamson y del Condado de Travis tabulará y proporcionará las declaraciones de

las elecciones para los votos emitidos por los votantes del Condado de Williamson y del Condado de Travis.

Sección 8. Votación anticipada.

(a) La votación anticipada comenzará el lunes 20 de octubre de 2025 y continuará hasta el viernes 31 de octubre de 2025, y las urnas de votación anticipada permanecerán abiertas durante el tiempo especificado por el Código Electoral de Texas y el Administrador de Elecciones respectivo.

(b) La fecha límite para solicitar una votación por correo es el 24 de octubre de 2025. El Secretario de Votación Anticipada debe recibir una solicitud de boleta por correo (ABBM) a más tardar al cierre de operaciones el 24 de octubre de 2025.

(c) El período para solicitar una tarjeta postal federal (FPCA) es el 24 de octubre de 2025. El Secretario de Votación Anticipada debe recibir una FPCA a más tardar al cierre de operaciones el 24 de octubre de 2025.

(d) Votación anticipada realizada por el Administrador de elecciones del condado de Williamson:

1) La votación anticipada, tanto en persona como por correo, será realizada por el Administrador de Elecciones del Condado de Williamson de acuerdo con el Código Electoral de Texas para los votantes calificados de la Ciudad que residen en el Condado de Williamson. Por la presente se designa y nombra a Bridget Escobedo como Secretaria de Votación Anticipada para la elección generales para votantes calificados de la Ciudad que residen en el Condado de Williamson.

2) Las solicitudes de boleta por correo para votantes calificados de la Ciudad que residen en el Condado de Williamson se enviarán por correo a:

Bridget Escobedo

Administrador de elecciones del condado de Williamson

Departamento de Elecciones del Condado de Williamson

Dirección de envío:

Apartado postal 209

Georgetown, Texas 78627

Dirección física:

Anexo del circuito interior del condado de Williamson

Departamento de Elecciones

301 SE Bucle interior Ste 104

Georgetown, Texas 78626

Número de Teléfono: (512) 943-1630

Dirección de correo electrónico: bbm@wilco.org

Sitio web: <https://www.wilco.org/Departments/Elections>

3) El principal lugar de votación anticipada para votantes calificados de la ciudad que residen en el condado de Williamson es: Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas 78641.

4) La votación anticipada para votantes calificados de la Ciudad que residen en el Condado de Williamson se llevará a cabo en las fechas, horarios y lugares autorizados por el Administrador de Elecciones del Condado de Williamson. El Administrador puede agregar o cambiar cualquier lugar de votación anticipada según lo dispuesto en la ley aplicable.

(e) Votación anticipada realizada por el Administrador de elecciones del condado de Travis:

1) La votación anticipada, tanto en persona como por correo, será realizada por el Administrador de Elecciones del Condado de Travis de acuerdo con el Código Electoral

de Texas para los votantes calificados de la Ciudad que residen en el Condado de Travis. Dyana Limón-Mercado, Secretaria del Condado, por la presente queda designada y nombrada Secretaria de Votación Anticipada para la elección generales para votantes calificados de la Ciudad que residen en el Condado de Travis.

2) Las solicitudes de boleta por correo para votantes calificados de la Ciudad que residen en el Condado de Travis se enviarán por correo a:

Por correo:

Dyana Limón-Mercado, Secretaria del Condado
Secretario de votación anticipada del condado de Travis

Apartado postal 149325

Austin, Texas 78714-9325

Por transportistas contratados/Fedex:

División de Elecciones

Secretario del condado de Travis

5501 bulevar del aeropuerto.

Austin, Texas 78751

Teléfono: (512) 238-8683

Correo electrónico: ebbm@traviscountytexas.gov

Sitio web: <https://elections.traviscountytexas.gov/>

3) El principal lugar de votación anticipada para votantes calificados de la ciudad que residen en el condado de Travis es: Christ Episcopal Church, 3520 W. Whitestone Boulevard, Cedar Park, Texas 78613.

4) La votación anticipada para votantes calificados de la Ciudad que residen en el Condado de Travis se llevará a cabo en las fechas, horarios y lugares autorizados por el Administrador de Elecciones del Condado de Travis. El Administrador puede agregar o cambiar cualquier lugar de votación anticipada según lo dispuesto en la ley aplicable.

Sección 9. Jueces y secretarios electorales. Los jueces presidentes, los jueces suplentes y los secretarios para las elecciones serán seleccionados y nombrados por el Condado de Williamson y del Condado de Travis en cumplimiento con los requisitos de la ley estatal, y por la presente se designan y nombran a los oficiales electorales para la celebración de dicha elección. Los jueces que presiden, los jueces suplentes y los secretarios deberán desempeñar las funciones y deberes de sus respectivas posiciones que son provistas por la ley estatal.

Sección 10. Sistema de Votación Accesible. La Ciudad de Leander autoriza al Administrador de Elecciones del Condado de Williamson y Travis a proporcionar al menos un Sistema de Votación Universal ExpressVote® y un Escáner de Recinto Digital DS200 y DS300 que se puede adquirir por cualquier medio legal disponible, incluido, entre otros, arrendamiento o alquiler del Condado de Williamson o de cualquier otra fuente legal, según lo autorizado o requerido por las Secciones 123.032 y 123.035 del Código Electoral de Texas.

Sección 11. Asistencia de la Secretaría de la Ciudad. Se autoriza e instruye al Secretario de la Ciudad para que ayude al Administrador de Elecciones del Condado de Williamson y del Condado de Travis en la adquisición y el suministro de todos los materiales y materiales electorales necesarios para llevar a cabo la elección. El Secretario de la Ciudad está además autorizado para ayudar con la entrega de los avisos requeridos para la elección, y tomar otras medidas adicionales

que sean necesarias para llevar a cabo la elección de conformidad con el *Código Electoral de Texas*; siempre que, conforme al respectivo Contrato de Servicios de Elecciones entre la Ciudad y el Administrador de Elecciones del Condado de Williamson y del Condado de Travis, los Administradores de Elecciones del Condado de Williamson y del Condado de Travis tengan el deber y sean responsables de organizar y conducir las elecciones de conformidad con el *Código Electoral de Texas*; y para proporcionar todos los servicios especificados a ser provistos en los respectivos Contratos de Servicios Electorales.

Sección 12. Medidas Necesarias. El Alcalde y el Secretario Municipal, en consulta con el Procurador General de la Ciudad, quedan autorizados y se les ordena tomar todas las medidas necesarias para cumplir con las disposiciones del Código Electoral de Texas y la Carta de la Ciudad durante la celebración y desarrollo de las Elecciones, ya sea expresamente autorizadas o no en este documento, incluyendo, entre otras, la realización de cambios o adiciones a los centros de votación, el lenguaje de la boleta o los procedimientos, en la medida en que sea necesario o conveniente, o según sea necesario debido a circunstancias posteriores a la fecha de esta Ordenanza.

Sección 13. General. Las elecciones generales se llevarán a cabo y llevarán a cabo por los Administradores de Elecciones del Condado de Williamson y del Condado de Travis en cumplimiento con el *Código Electoral de Texas* y, en la medida no inconsistente con esto, *el Estatuto de la Ciudad*, y solo los votantes calificados residentes de la Ciudad serán elegibles para votar en la elección. Se autoriza e instruye al Administrador de Elecciones para que proporcione y proporcione todos los materiales electorales necesarios para llevar a cabo dicha elección. Las devoluciones de las elecciones se darán a conocer tan pronto como sea posible después del cierre de las urnas; y los resultados de las elecciones serán examinados por el Concejo Municipal no antes del 7 de noviembre de 2025, ni más tarde del 15 de noviembre de 2025.

Sección 14. Fecha de vigencia; Código Electoral. Esta ordenanza estará en pleno vigor y efecto desde y después de su aprobación en la fecha que se muestra a continuación; siempre que cualquier término o disposición de esta Ordenanza entre en conflicto con, o sea inconsistente con, el Código Electoral de Texas, el Código Electoral de Texas regirá y controlará y el Administrador de Elecciones del Condado de Williamson cumplirá con el Código Electoral de Texas.

Sección 15. Reuniones Abiertas. Se encuentra y se determina oficialmente que la reunión en la cual se aprobó esta Ordenanza fue abierta al público según sea necesario y que se dio aviso público de la hora, el lugar y el propósito de dicha reunión según lo exigido. *Cap. 551, Tex. Gov't. Código.*

ADOPTADO Y APROVADA este 7 de agosto de 2025.

Atestigua:

CIUDAD DE LEANDER, TEXAS

Dara Crabtree, Secretaria de la Cindad

Christine DeLisle, Alcalde



EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

Approval of a Development and Cost Participation Agreement for public improvements for Hawkes Landing North Phase 3 Subdivision on one (1) parcel of land approximately 37.967 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R616492; generally located on the east side of N. Bagdad Road south of W. San Gabriel Parkway, Leander, Williamson County, Texas.

BACKGROUND:

As a part of the Hawkes Landing North Subdivision, the developer is proposing an 81-residential lot development that will be served by city water and wastewater. To meet the development's wastewater needs, an 8-inch wastewater line is needed. However, to address this development and future development needs of the city, an 18-inch wastewater line is needed.

This development and cost participation agreement will allow for both needs to be addressed by removing 634 linear feet of an 8-inch wastewater line and installing approximately 817 linear feet of 18-inch wastewater line in the subdivision as part of the City's wastewater master plan to provide increased capacity for future development in the area. This agreement also establishes City reimbursement payment terms to the developer for over-sizing the 8-inch wastewater line to an 18-inch wastewater line to address the future development needs of the City.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Brightland Homes, Ltd. (Chris Lynch)

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Hawkes Landing Ph 3 Development and Cost Participation Agreement
2. Hawkes Landing North Phase 3 Location Map

3. Hawkes Landing North Phase 3 Aerial Map

DEVELOPMENT AND COST PARTICIPATION AGREEMENT FOR PUBLIC IMPROVEMENTS FOR HAWKES LANDING NORTH PHASE 3 SUBDIVISION

This **Development and Cost Participation Agreement for Public Improvements for the Hawkes Landing North Phase 3 Subdivision** (the “Agreement”) is made, entered into, and effective as of the ____ day of _____, 2025 (the “Effective Date”) by the **City of Leander, Texas**, a Texas home-rule city (the “City”), and _____ (the “Developer”). The City and the Developer are herein referred to together as the “Parties”.

Recitals

Whereas, the Developer is constructing public improvements, including waterlines and related infrastructure, wastewater lines and related infrastructure, drainage infrastructure, and internal subdivision streets, that will be dedicated to the City for ownership, maintenance and operation after completion of the public improvements in accordance with the City’s regulations (the “Public Improvements”) in connection with the development of Hawkes Landing North Phase 3 Subdivision, which is being developed for eighty one (81) residential district lots (the “Development”) located on that certain tract of land described in **Exhibit A** and attached hereto and incorporated herein for all purposes (the “Property”);

Whereas, the Developer constructed an eight-inch (8”) wastewater line to serve lots in the Development;

Whereas, the City desires to contract with the Developer to remove the eight-inch (8”) wastewater line and replace it with an eighteen-inch (18”) wastewater line, which is part of the City’s wastewater capital improvements plan, and which will provide increased capacity for future development, as provided in this Agreement;

Whereas, this contract is made pursuant to Subchapter C, Chapter 212, Texas Local Government Code, which authorizes an exception to Chapter 252, Texas Government Code, for contracts made with a developer of land in the City to construct public improvements, and which authorizes the City to participate in up to one-hundred percent (100%) of the total cost for any oversizing of improvements required by the City, including but not limited to increased capacity of improvements to anticipate other future development in the area, and up to thirty percent (30%) of the total contract price for the public improvements for any improvements, or portions thereof, that are not oversized; and

Whereas, the City Engineer has reviewed and approved the contractor’s bid to construct the Project which is attached hereto as **Exhibit C** (the “Contractor’s Bid”); and

Whereas, the City is liable only for the agreed payment of its share of the contract for construction of the Project as set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable considerations, the parties hereto agree as follows:

Article I. Recitals; Consideration

1.01 Recitals. The foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

1.02 Consideration. The benefits to the Parties, being the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Article II. Wastewater Line Project

2.01 Wastewater Line Project. The wastewater line project consists of the removal and disposal of approximately six hundred thirty-four (634) linear feet of an eight inch (8") wastewater line and the construction, installation, and extension of approximately eight hundred and seventeen (817) linear feet of an eighteen inch (18") wastewater line along the routes approved by the City and generally shown in **Exhibit B** (the "Wastewater Line"). The Wastewater Line (including the removal of the eight-inch (8") wastewater line) shall be referred to as the "Project" or the "Wastewater Line Project", and shall also include the wastewater line, manholes, and those facilities and equipment required for the wastewater line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards, the construction plans approved by the City (the "Construction Plans"), and good design and engineering practices. In the event of a conflict between the description of the Wastewater Line Project in this Agreement and the Construction Plans, the Construction Plans shall control.

2.02 Timely Completion. The Developer shall complete and obtain City acceptance of the Project within the timeframe required for completion and acceptance of subdivision improvements by the City's subdivision regulations. No final plat of land out of the Property will be recorded until the Project is completed by the Developer and accepted by the City or the Developer posts with the City fiscal surety that complies with the City's subdivision regulations to guarantee completion of the Project. The Project shall be designed and constructed in accordance with the approved Construction Plans, this Agreement, applicable local, state, and federal regulations, and good design and engineering practices.

Article III. Project Engineer; Contract for the Project

3.01 Bidding the Project. The City shall participate in the cost of constructing the Project under Subchapter C, Chapter 212, Texas Local Government Code, and as provided in this Agreement. Developer shall enter into a contract for construction of the Public Improvements, which shall include the Project. The contract shall contain an indemnification clause in the City's favor containing language approved by the City Attorney and shall require the contractor to carry insurance with limits set forth in the City's standard construction contracts, naming the City as an additional insured.

3.02 Payment and Performance Bonds Required. The Developer shall execute payment and performance bonds in a form approved by the City to ensure completion of the Project and payment of subcontractors as required by Subchapter C, Chapter 212, Texas Local Government Code.

Article IV. Cost of the Project; Reimbursable Costs

4.01 Project Facilities Costs and Expenses. Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and construction of the Project and shall be entitled to payment for a portion of the Project, as provided in Article V below, of one hundred percent (100%) of the Reimbursable Costs (defined in Section 4.02 below) from the City, subject to the provisions and limitations set forth in this Agreement. The Developer shall not receive any rebate, payment, or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property, unless otherwise noted in this Agreement, except that that Developer shall receive payment from the City of the Reimbursable Costs as provided for herein.

4.02 Reimbursable Costs.

- (a) The “Reimbursable Costs” for the Project shall be the lower of: (a) wastewater impact fees collected and received by the City for (eighty-one) 81 residential district lots located on the Property; (b) the Contractor’s Bid; or (c) the actual cost to construct the Project.
- (b) The Developer shall maintain complete books and records showing all invoicing and payments made for the Project, which books and records shall be deemed complete if kept in accordance with generally accepted accounting principles as applied to Texas municipalities. Such books and records shall be available for examination by the duly authorized officers or agents of the City during normal business hours upon request made not less than five (5) business days prior to the date of the examination. The Company shall maintain such books and records throughout the term of this Agreement and store the same for four (4) years thereafter.

Article V. Additional Agreements and Performance

5.01 The City hereby agrees:

- (a) to coordinate with the Project Engineer on specific design requirements and specifications; and to review, approve, and sign the plans and specifications for the Project in a timely manner, as appropriate;
- (b) to review and approve the plans, specifications and bids for construction of the Project as obtained for and on behalf of the City by Engineer and Developer, as appropriate;
- (c) during the course of the Project, to perform all inspections of the Project in a timely manner; and to approve the Project in a timely manner if constructed in accordance with the City approved plans and specifications; and
- (d) after completion and final acceptance by the City of the Wastewater Line Project, as constructed, to accept the Project as part of the City’s wastewater utility system.

5.02 Developer hereby agrees:

- (a) to contract with the Project Engineer for the design, preparation of the plans and specifications, and the provision of the services anticipated to be performed by the Project Engineer for the Project pursuant to and in compliance with Agreement;
- (b) to review and approve the plans and specifications for the Wastewater Line Project (including the estimated cost of the Project), identify any errors, defects or insufficiencies, and to advise the City Engineer as to any perceived error, defect or insufficiency prior to approving any such plans and specifications;
- (c) to work and coordinate with the City, and to assure the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, and all other applicable City ordinances, prior to the execution of any contract for construction;
- (d) to enter into a contract with an appropriate contractor approved by the City pursuant to bids approved by the City Engineer and Developer for construction of the Wastewater Line Project;
- (e) that any construction or development within the Property shall comply with the City's standards, rules, regulations and ordinances, or better;
- (f) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City, as amended from time to time, for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application and inspection fees, building permit fees, water and wastewater tap and use fees and capital recovery/impact fees except as otherwise provided by this Agreement; and

5.03 Payment of Wastewater Impact Fees. Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided wastewater service by the City shall be required to pay the City's wastewater impact fee (the "Wastewater Impact Fee"), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, pursuant to applicable state law. The Wastewater Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a wastewater connection to serve the building or structure, or (c) the date wastewater service is requested for the lot, tract or parcel of land. For the avoidance of any doubt, it is the expectation of the parties that each Wastewater Impact Fee will be paid by homebuilders, as subsequent purchasers of individual lots, at the time of application of each building permit.

5.04 Wastewater Impact Fee Reimbursements. Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement, Developer shall receive a rebate of one hundred percent (100%) of the Wastewater Impact Fees paid to the City for connections to the City wastewater utility system (the "Wastewater Impact Fee Rebates") within the Property (the

“Wastewater Impact Fee Collection Area”). The Wastewater Impact Fee Rebates will terminate earlier to occur of: (a) developer receiving Wastewater Impact Fee Rebates equal to the Reimbursable Costs; (b) the expiration of this Agreement; or (c) the termination of this Agreement by reason of a Developer default. The City may suspend payment of Wastewater Impact Fee Rebates if Developer is in default of this Agreement until such time that Developer cures the default.

5.05 Escrow Account. Commencing on the Effective Date and continuing until the Wastewater Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Wastewater Impact Fees (the *“Escrow Account”*). The City will deposit into the Escrow Account one hundred percent (100%) of the Wastewater Impact Fees paid to and received by the City for connections listed in this Article. The Escrow Account will be held by the City and the Wastewater Impact Fee Rebates paid out to Developer as provided in this Agreement. Payments of Wastewater Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Project.

5.06 Payment of Wastewater Impact Fee Reimbursements. Wastewater Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Wastewater Impact Fee Rebates will be paid on or before the 15th day of each April, July, October, and January following the date the City receives the Wastewater Impact Fees. The payments will be in an amount equal to one hundred percent (100%) of the Wastewater Impact Fees collected by the City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Wastewater Impact Fees for the connection of two (2) single-family lots within the Property in February and March 2024, on or before the 15th day of April 2024, the City will pay an Wastewater Impact Fee Rebate to Developer (or its assignee) in an amount equal to one hundred percent (100%) of the Wastewater Impact Fees for the two (2) single-family lots within the property plus such other Wastewater Impact Fees as were collected during the prior quarter. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Wastewater Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have: (i) been paid Wastewater Impact Fees in an amount equal to the Reimbursable Costs of the Project; or (ii) been paid a combination of Wastewater Impact Fees and one or more payments from the City in amounts equal to the Reimbursable Costs of the Project. It is further specifically provided that Developer shall not receive Wastewater Impact Fee Rebates at any time that such are in excess of the Reimbursable Costs of the Project.

Article VI. Miscellaneous Provisions

6.01 Assignment of Commitments and Obligations. Developer’s rights and obligations under this Agreement may be assigned by Developer to: (a) one (1) or more purchasers of all or part of the Property, and/or (b) developer’s lender/mortgagee financing construction of the Development and/or Project as collateral for any loan made by such lender/mortgagee; provided the City Council must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed; provided, further, (c) developer shall not be required to commence the Project until the City provides approval of any assignment of this Agreement to Developer’s lender/mortgage, and (d) the City shall promptly execute an instrument, prepared by and in a form and substance reasonably satisfactory to the City and to Developer’s lender/mortgagee,

consenting to and approving of the assignment of this Agreement to Developer's lender/mortgagee as collateral, such consent and approval not to be unreasonably withheld, conditioned, or delayed by the City.

6.02 Term; Termination.

- (a) This Agreement shall terminate upon the City paying the Developer all of the Reimbursable Costs for the Project; Notwithstanding the foregoing, the City may terminate this Agreement with (30) thirty days' notice in the event that the concept plan for the Property expires.
- (b) In the event of a default under Section 6.03 beyond all applicable cure periods, this Agreement shall terminate upon written notice given by the non-defaulting party to the defaulting party; provided, however, in the event of a default by Developer, no such termination shall take effect until after Developer's lender/mortgagee has been notified and afforded an opportunity to cure such default in accordance with the terms of Section 6.03 below.

6.03 Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of written notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the thirty (30) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than ninety (90) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance, mandamus, injunction, or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

The City agrees that in the event of a default by Developer under this Agreement, the City shall give Developer's lender/mortgagee written notice of such default and the opportunity to remedy or cure such default within thirty (30) days after receipt of such written notice, provided, that (a) the City agrees that no default shall be deemed to have occurred if curing such default cannot by its nature be accomplished in such thirty (30) day period so long as Developer's lender/mortgagee shall have commenced curing the default within such thirty (30) day period and thereafter diligently and continuously prosecutes the same to completion; but in no event shall the cure period be extended by more than ninety (90) days, and (b) Developer's lender/mortgagee shall have no obligation to cure such default.

6.04 Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

6.05 Attorney's Fees. A party shall not be liable to the other party for attorneys' fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

6.06 Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

6.07 Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

6.08 Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

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

with copy to:

Paige Saenz
The Knight Law Firm, LLP
223 W. Anderson Lane Suite A-105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed to:

Brighland Homes, LTD.
Attn: Chris Lynch
3815 S. Capital of Texas Highway, Suite 210
Austin, TX 78704

Any party may change the address for notification by giving notice of such change in accordance with the provisions of this section.

6.09 Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement to the extent such are allowed under Texas law, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

6.10 Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties concerning the subject matter hereof, and may not be amended except by a writing approved by the City Council of the City and that is signed by all Parties and dated subsequent to the date hereof.

6.11 No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

6.12 No Third-Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless

expressly provided otherwise herein, or in a written instrument executed by both the City and the third party.

6.13 Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

6.14 Binding Obligations; Recordation. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

6.15 Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

6.16 Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement,

6.17 Statutory Verifications.

- (a) To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- (b) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies (luting the tem of this Agreement. The foregoing verification is made solely to comply with Section 2276.002, 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, management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (i) engages in the exploration, production, utilization, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (ii) does business with a company described by the preceding statement in (iii).
- (c) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy,

guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (1) 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 (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.

- (d) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.

EXECUTED in multiple originals this the ____ day of _____, 2025

[Signature Pages Follow]

CITY:

City of Leander, Texas, a Texas home-rule
municipal corporation

By: _____
Christine DeLisle, Mayor

Attest:

Dara Crabtree, City Secretary

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said municipal corporation.

(seal)

Notary Public, State of Texas

DEVELOPER:

BRIGHTLAND HOMES, LTD.,
a Texas limited partnership

By: Brightland Homes I, LLC,
a Texas limited liability company,
its General Partner

By: [Signature] *KL*

Name: Chris Lynch

Title: President of Land Operations

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the 9 day of July, 2025 by Chris Lynch, President of Land Operations of Brightland Homes, LTD., a Texas limited partnership.

(seal)



[Signature]
Notary Public, State of Texas

EXHIBIT A
The Property

HAWKES LANDING NORTH, PHASE 3

FINAL PLAT

A 37,987 ACRES TRACT OF LAND, SITUATED IN THE CHARLES CORRIHAN SURVEY, ABSTRACT NO. 134, BEING OUT A CALLED 37,987 ACRE TRACT OF LAND, CONVEYED TO BRIGHTLAND HOMES, LTD., RECORDED IN DOCUMENT NO. 2024040855 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

OWNER: BRIGHTLAND HOMES, LTD.
15725 N DALLAS PKWY #STE 300
ADDISON, TX 75001

SURVEYOR: PAPE-DAWSON CONSULTING ENGINEERS, LLC
10601 WOODLAND CIRCLE
AUSTIN, TX 78759
BLOC 3, SUITE 200
(512) 454-8711 P

ENGINEER: PAPE-DAWSON CONSULTING ENGINEERS, LLC
10601 WOODLAND CIRCLE
AUSTIN, TX 78759
BLOC 3, SUITE 200
(512) 454-8711 P
FLING DATE: MARCH 18, 2025

LOT SUMMARY
TOTAL ACRES: 37,987 ACRES
TOTAL ACRES: 37,987 ACRES
RESIDENTIAL DISTRICT LOTS: 81
HOA BIPO/DE/WRP LOT: 1
TOTAL LOTS: 82

LOT SUMMARY BY ACRES
TOTAL ACRES: 37,987 ACRES
TOTAL ACRES: 37,987 ACRES
RESIDENTIAL DISTRICT LOTS: 12,549 ACRES
HOA BIPO/DE/WRP LOT: 19,555 ACRES
RIGHT-OF-WAY: 3,660 ACRES

LINEAR FEET OF NEW STREET
AQUILA DRIVE: 653 LF
BARISH WAY: 936 LF
SUNNY RIDGE DRIVE: 574 LF
SUNNY RIDGE DRIVE: 574 LF
SPOTTED GAR COVE: 326 LF

SURVEY: CHARLES CORRIHAN SURVEY
ABSTRACT NO. 134
BEARINGS ARE BASED ON THE ON THE NORTH
2010.00, FROM THE TEXAS COORDINATE SYSTEM
ESTABLISHED FOR THE CENTRAL ZONE.
COMBINED SCALE FACTOR:
0.99986254

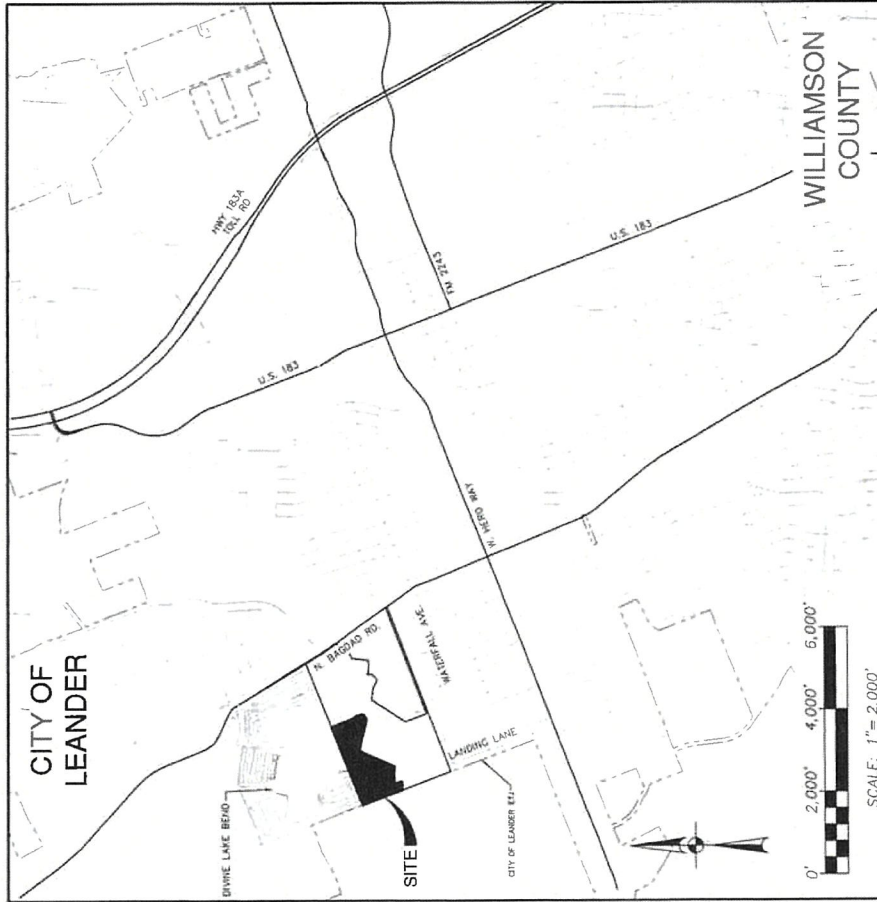
BENCHMARKS:
BENCHMARK ELEVATIONS ARE BASED ON NAVD83,
GEOID 03

BENCHMARK 110
SET POINT OF CONCRETE STRUCTURE ON THE
EAST SIDE OF SUNNY RIDGE DRIVE
GRID NORTH: 10183103.2
GRID EASTING: 3067428.0
ELEVATION: 104.67

BENCHMARK 111
SET POINT OF CONCRETE STRUCTURE ON THE
EAST SIDE OF SUNNY RIDGE DRIVE
GRID NORTH: 10183103.2
GRID EASTING: 3067428.0
ELEVATION: 104.67

BENCHMARK 112
SET POINT OF CONCRETE STRUCTURE ON THE
EAST SIDE OF LANDING LANE
GRID NORTH: 10183103.2
GRID EASTING: 3067428.0
ELEVATION: 104.67

LOCATION MAP



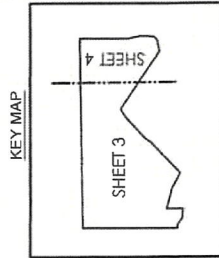
SHEET INDEX
SHEET 1: COVER SHEET
SHEET 2: OVERALL SHEET
SHEET 3: PLAT
SHEET 4: PLAT/TABLES
SHEET 5: METES & BOUNDS
SHEET 6: LEGAL NOTES

PAPE-DAWSON
ENGINEERS

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
15001 N. MOORE BOYD, SUITE 300 | AUSTIN, TX 78759 | 512.454.8711
TEPE FIRM REGISTRATION #479 | TEPALS FIRM REGISTRATION #1002891

SHEET 1 OF 6

FINAL PLAT



**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78768 | 512.454.8711
TYPE FIRM REGISTRATION #470 | TRPLS FIRM REGISTRATION #10826501

FINAL PLAT

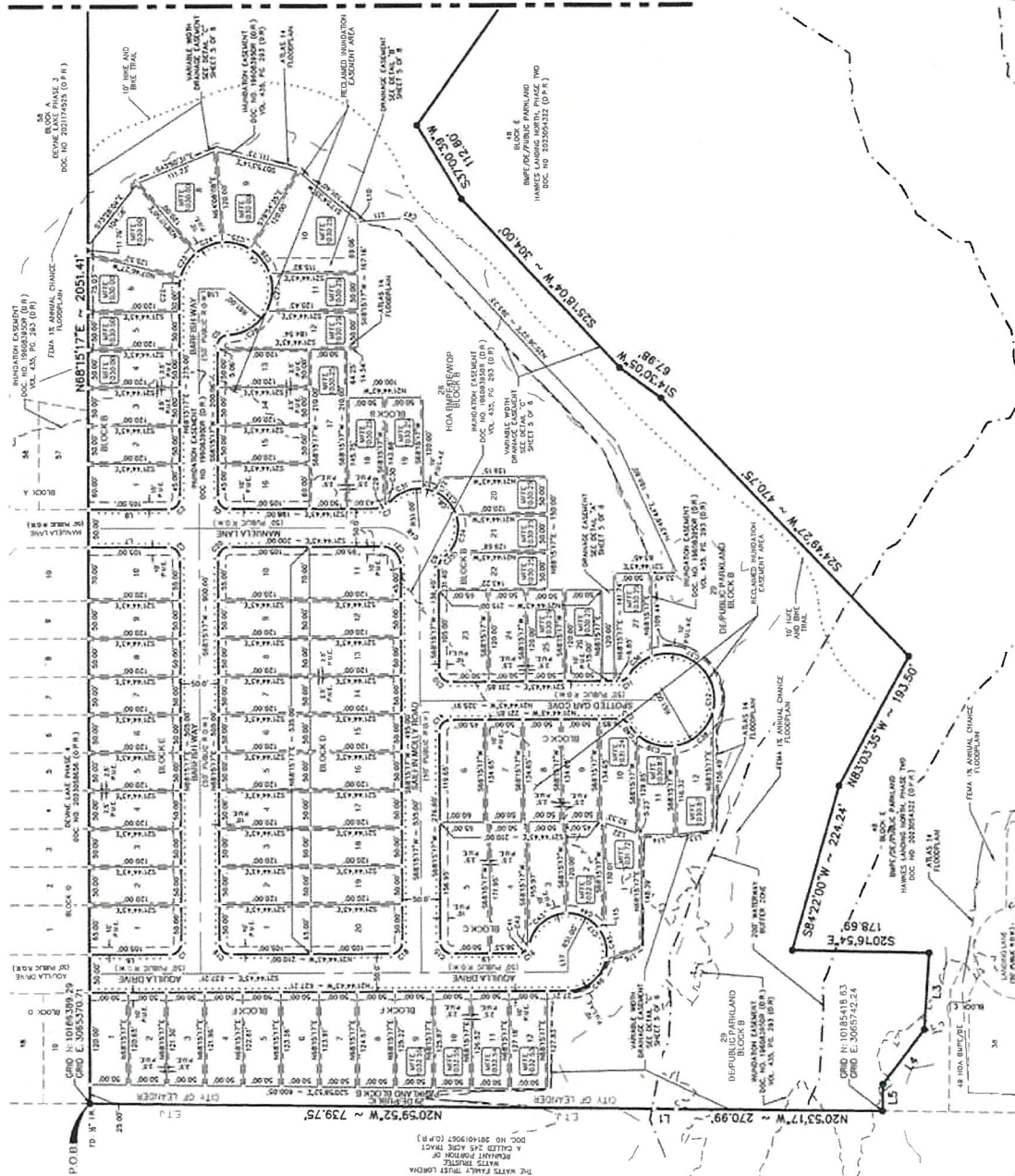


SCALE: 1" = 100'

LEGEND

[illegible]

MATCHLINE - SEE SHEET 4 OF 6



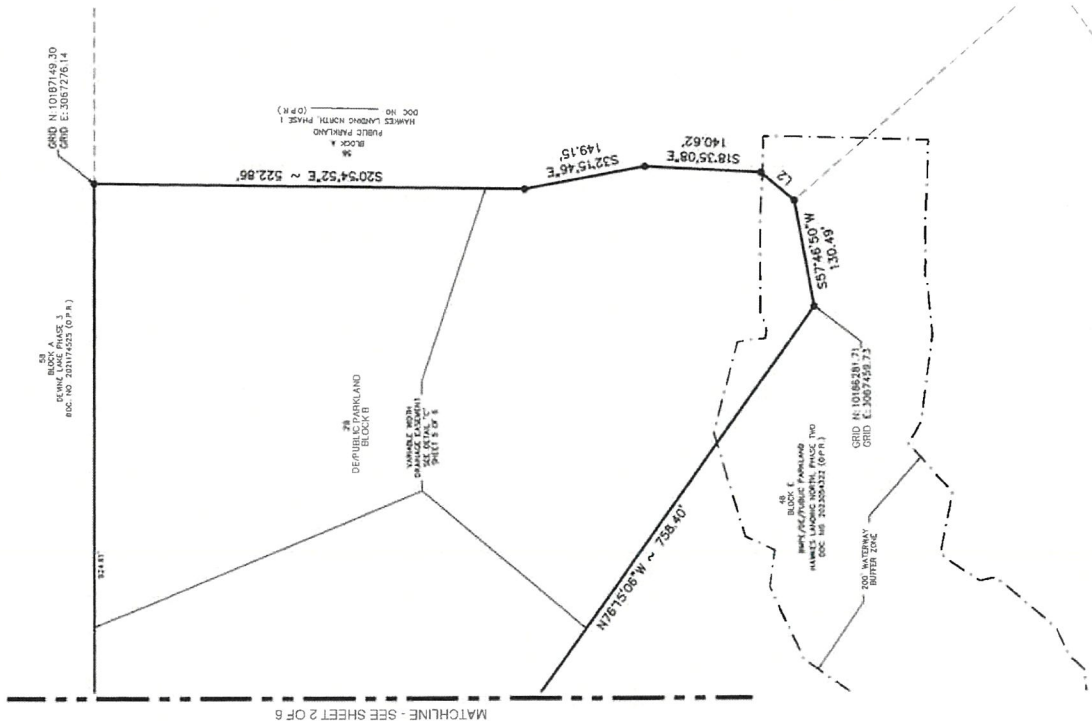
**PAPE-DAWSON
ENGINEERS**

RAUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10000 N MOPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78759 | 512.454.8711
TEPE FIRM REGISTRATION #470 | TBPLS FIRM REGISTRATION #10028801

SHEET 3 OF 6

FINAL PLAT

A 37.967 ACRE TRACT OF LAND SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, BEING OUT A CALLED 37.967 ACRE TRACT OF LAND, CONVEYED TO BRIGHTLAND HOMES, LTD., RECORDED IN DOCUMENT NO. 2024040855 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

[illegible]

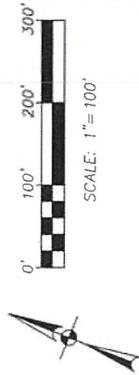
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75	75	75	75	75	75

BLOCK B			BLOCK C		
LOT #	AREA (SQ. FT.)	LOT TYPE	LOT #	AREA (SQ. FT.)	LOT TYPE
1	7,512	RESIDENTIAL	1	7,252	RESIDENTIAL
2	6,000	RESIDENTIAL	2	6,000	RESIDENTIAL
3	6,000	RESIDENTIAL	3	6,000	RESIDENTIAL
4	6,000	RESIDENTIAL	4	6,000	RESIDENTIAL
5	6,000	RESIDENTIAL	5	6,000	RESIDENTIAL
6	7,252	RESIDENTIAL	6	6,000	RESIDENTIAL
7	6,000	RESIDENTIAL	7	6,000	RESIDENTIAL
8	6,000	RESIDENTIAL	8	6,000	RESIDENTIAL
9	6,000	RESIDENTIAL	9	6,000	RESIDENTIAL
10	12,658	RESIDENTIAL	10	12,658	RESIDENTIAL
11	5,766	RESIDENTIAL	11	5,766	RESIDENTIAL
12	6,756	RESIDENTIAL	12	6,756	RESIDENTIAL
13	6,000	RESIDENTIAL	13	6,000	RESIDENTIAL
14	6,000	RESIDENTIAL	14	6,000	RESIDENTIAL
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27	6,362	RESIDENTIAL	27	6,362	RESIDENTIAL
28	6,000	RESIDENTIAL	28	6,000	RESIDENTIAL
29	5310.0	RESIDENTIAL	29	5310.0	RESIDENTIAL

BLOCK C			
LOT #	AREA (SQ. FT.)	LOT TYPE	LOT TYPE
1	6,209	RESIDENTIAL	RESIDENTIAL
2	6,299	RESIDENTIAL	RESIDENTIAL
3	6,609	RESIDENTIAL	RESIDENTIAL
4	6,577	RESIDENTIAL	RESIDENTIAL
5	11,129	RESIDENTIAL	RESIDENTIAL
6	6,231	RESIDENTIAL	RESIDENTIAL
7	6,732	RESIDENTIAL	RESIDENTIAL
8	6,733	RESIDENTIAL	RESIDENTIAL
9	6,733	RESIDENTIAL	RESIDENTIAL
10	6,837	RESIDENTIAL	RESIDENTIAL
11	5,063	RESIDENTIAL	RESIDENTIAL
12	6,358	RESIDENTIAL	RESIDENTIAL

BLOCK D			
LOT #	AREA (SQ. FT.)	LOT TYPE	LOT TYPE
1	7,792	RESIDENTIAL	RESIDENTIAL
2	6,000	RESIDENTIAL	RESIDENTIAL
3	6,000	RESIDENTIAL	RESIDENTIAL
4	6,000	RESIDENTIAL	RESIDENTIAL
5	6,000	RESIDENTIAL	RESIDENTIAL
6	6,000	RESIDENTIAL	RESIDENTIAL
7	6,000	RESIDENTIAL	RESIDENTIAL
8	6,000	RESIDENTIAL	RESIDENTIAL
9	6,000	RESIDENTIAL	RESIDENTIAL
10	4,332	RESIDENTIAL	RESIDENTIAL
11	6,348	RESIDENTIAL	RESIDENTIAL
12	6,000	RESIDENTIAL	RESIDENTIAL
13	6,000	RESIDENTIAL	RESIDENTIAL
14	6,000	RESIDENTIAL	RESIDENTIAL
15	6,000	RESIDENTIAL	RESIDENTIAL
16	6,000	RESIDENTIAL	RESIDENTIAL
17	6,000	RESIDENTIAL	RESIDENTIAL
18	6,000	RESIDENTIAL	RESIDENTIAL
19	6,000	RESIDENTIAL	RESIDENTIAL
20	7,782	RESIDENTIAL	RESIDENTIAL

BLOCK E			
LOT #	AREA (SQ. FT.)	LOT TYPE	LOT TYPE
1	6,000	RESIDENTIAL	RESIDENTIAL
2	6,000	RESIDENTIAL	RESIDENTIAL
3	6,000	RESIDENTIAL	RESIDENTIAL
4	6,000	RESIDENTIAL	RESIDENTIAL
5	6,000	RESIDENTIAL	RESIDENTIAL
6	6,000	RESIDENTIAL	RESIDENTIAL
7	6,000	RESIDENTIAL	RESIDENTIAL
8	6,000	RESIDENTIAL	RESIDENTIAL
9	6,000	RESIDENTIAL	RESIDENTIAL
10	6,000	RESIDENTIAL	RESIDENTIAL
11	6,000	RESIDENTIAL	RESIDENTIAL
12	6,000	RESIDENTIAL	RESIDENTIAL
13	6,000	RESIDENTIAL	RESIDENTIAL
14	6,000	RESIDENTIAL	RESIDENTIAL
15	6,000	RESIDENTIAL	RESIDENTIAL
16	6,000	RESIDENTIAL	RESIDENTIAL
17	6,000	RESIDENTIAL	RESIDENTIAL
18	6,000	RESIDENTIAL	RESIDENTIAL
19	6,000	RESIDENTIAL	RESIDENTIAL
20	6,000	RESIDENTIAL	RESIDENTIAL



077

- [illegible]



**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N MCPAC EXPY, BLDG 3, STE 200 | AUSTIN, TX 78769 | 512.454.8711
TYPE FIRM REGISTRATION #470 | TRPLS FIRM REGISTRATION #10028801

FINAL PLAT

A 37.967 ACRE TRACT OF LAND SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, BEING OUT A CALLED 37.967 ACRE TRACT OF LAND, CONVEYED TO BRIGHTLAND HOMES, LTD., RECORDED IN PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, IN DOCUMENT NO. 2024040855 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

FOR

A 37.967 ACRE TRACT OF LAND, SITUATED IN THE CHARLES COCHRAN SURVEY, ABSTRACT NO. 134, BEING OUT A CALLED 37.967 ACRE TRACT OF LAND, CONVEYED TO BRIGHTLAND PHARMES, LTD., RECORDED IN DOCUMENT NO. 202-040855 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 37.967 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NAD2011) EPOCH 1982.00, 1982.00.

BEGINNING at a $\frac{1}{8}$ " iron rod found on the east boundary line of the Ramon! Portion of a well-rolled 245 acre conveyed to the Watts Family Trust, Lorena, Watts Trustee, recorded in Document No. 2014019087 of the Official Public Records, said point being the southwest corner of Devine Lake Phase 4, a subdivision according to the plat recorded in Document No. 2023039056 of said Official Public Records, same being the northwest corner of said 37.967 acre tract for the northwest corner hereof.

PHASE 1, 0.87517" E, describing the east boundary line of the Remont. Periton of said 0.245 acres, with the south boundary line of said Deane Lake Phase 4, in part, with the south boundary line of Deane Lake Phase 3, a subdivision according to the plat recorded in the public records of said Office of Public Records, same being the north boundary line of said "39-967" acre tract, a distance of 2051.41 feet to a 6" iron rod with cap marked "39-967" found on the northwest corner of Hawkes Landing North, Phase 1, a subdivision according to the plat recorded in Document No. _____, same being the northeast corner of said "39-967" acre tract for the northeast corner west.

THE NCE, depicting the south boundary line of said Divine Lake Phase 3, with the west boundary line of said Hawks Landing North, Phase 1, some being the east boundary line of said 37 967 acre tract, the following four (4) courses and distances:

1. S. 20°34'52" E., a distance of 522.86 feet to a $\frac{1}{8}$ " iron rod with cap marked "Popa-Dawson" found for an angle point hereof.
2. S. 32°15'48" E., a distance of 149.15 feet to a $\frac{1}{8}$ " iron rod with cap marked "Popa-Dawson" found for an angle point hereof.
3. S. 16°35'08" E., a distance of 140.82 feet to a $\frac{1}{8}$ " iron rod with cap marked "Popa-Dawson" found for an angle point hereof, and

4.5. 19°48'41" N, a distance of 33.03 feet to a 3/4" iron rod with caps marked "Phase 1" found on a northeast corner of Nawas Landing North, Phase Two, a subdivision according to the plat recorded in Document No. 200,305-4322 of said Official Public Records, said point being a southwest corner of said Nawas Landing North, Phase 1, some being the southeast corner of said 37,967 acre tract for the southeast corner hereof.

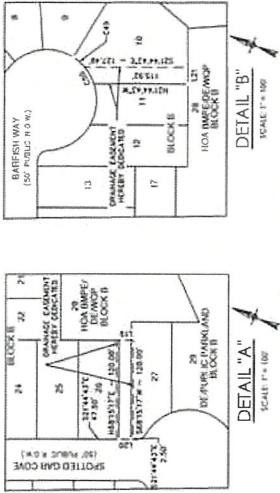
THE NCE, depicting the west boundary line of said Hawkes Landing North, Phase 1, with the north boundary line of said Hawkes Landing North, Phase Two, same being the south boundary line of said 37.967 acre tract, the following twelve (12) courses and distances:

1. 5.574545° W, a distance of 130.49 feet to a $\frac{3}{4}$ " iron rod with cap marked "Page-Dossan", found on an angle point here.
2. 2.761506° W, a distance of 758.40 feet to a $\frac{3}{4}$ " iron rod with cap marked "Page-Dossan", found on an angle point here.
3. 3.370033° W, a distance of 112.80 feet to a $\frac{3}{4}$ " iron rod with cap marked "Page-Dossan", found on an angle point here.
4. 5.251804° W, a distance of 304.00 feet to a $\frac{3}{4}$ " iron rod with cap marked "Page-Dossan", found on an angle point here.
5. 5.143005° W, a distance of 67.38 feet to a $\frac{3}{4}$ " iron rod with cap marked "Page-Dossan", found on an angle point here.
6. 5.244972° W, a distance of 470.75 feet to a $\frac{3}{4}$ " iron rod with cap marked "Page-Dossan", found on an angle point here.
7. 9.830335° W, a distance of 133.50 feet to a $\frac{3}{4}$ " iron rod with cap marked "Page-Dossan", found on an angle point here.
8. 5.414703° W, a distance of 324.24 feet to a $\frac{3}{4}$ " iron rod with cap marked "Page-Dossan", found on an angle point here.
9. 5.201555° W, a distance of 139.69 feet to a $\frac{3}{4}$ " iron rod with cap marked "Page-Dossan", found on an angle point here.
10. 5.770970° W, a distance of 109.30 feet to a $\frac{3}{4}$ " iron rod with cap marked "Page-Dossan", found on an angle point here.
11. 7.424716° W, a distance of 18.88 feet to a $\frac{3}{4}$ " iron rod with cap marked "Page-Dossan", found on an angle point here.

12.5.68 $\pm$ 16" W, a distance of 35.19 feet to a $\frac{1}{2}$ " iron rod with cap marked "Page-Dawson" found on the east boundary line of the Remington portion of said 245 acre tract, said point being the northwest corner of said Hawks Landing North, Phase Two, some being the southwest corner of said 37.867 acre tract for the southwest corner hereof.

HENCE, departing the north boundary line of said Hawkes Landing North, Phase Two, with the east boundary line of the Ramont Portion of said 245 acre tract, same being the east boundary line of said 37,967 acre tract, the following three (3) courses and distances:

1. N 20°33'17" W, a distance of 270.99 feet to a ½" iron rod with cup marked "Pope-Dawson" set for an angle point heretofore.
2. N 20°10'09" W, a distance of 28.60 feet to a ½" iron rod with cup marked "Pope-Dawson" set for an angle point heretofore and
3. N 20°39'52" W, a distance of 739.75 feet to the POINT OF BEGINNING, and containing 37,967 acres in Williamson County, Texas. Said tract being described in accordance with the Survey of the Texas and Pacific Railroad Company, prepared by Pope-Dawson Consulting Engineers, Llc., under Job No. 51167-03.

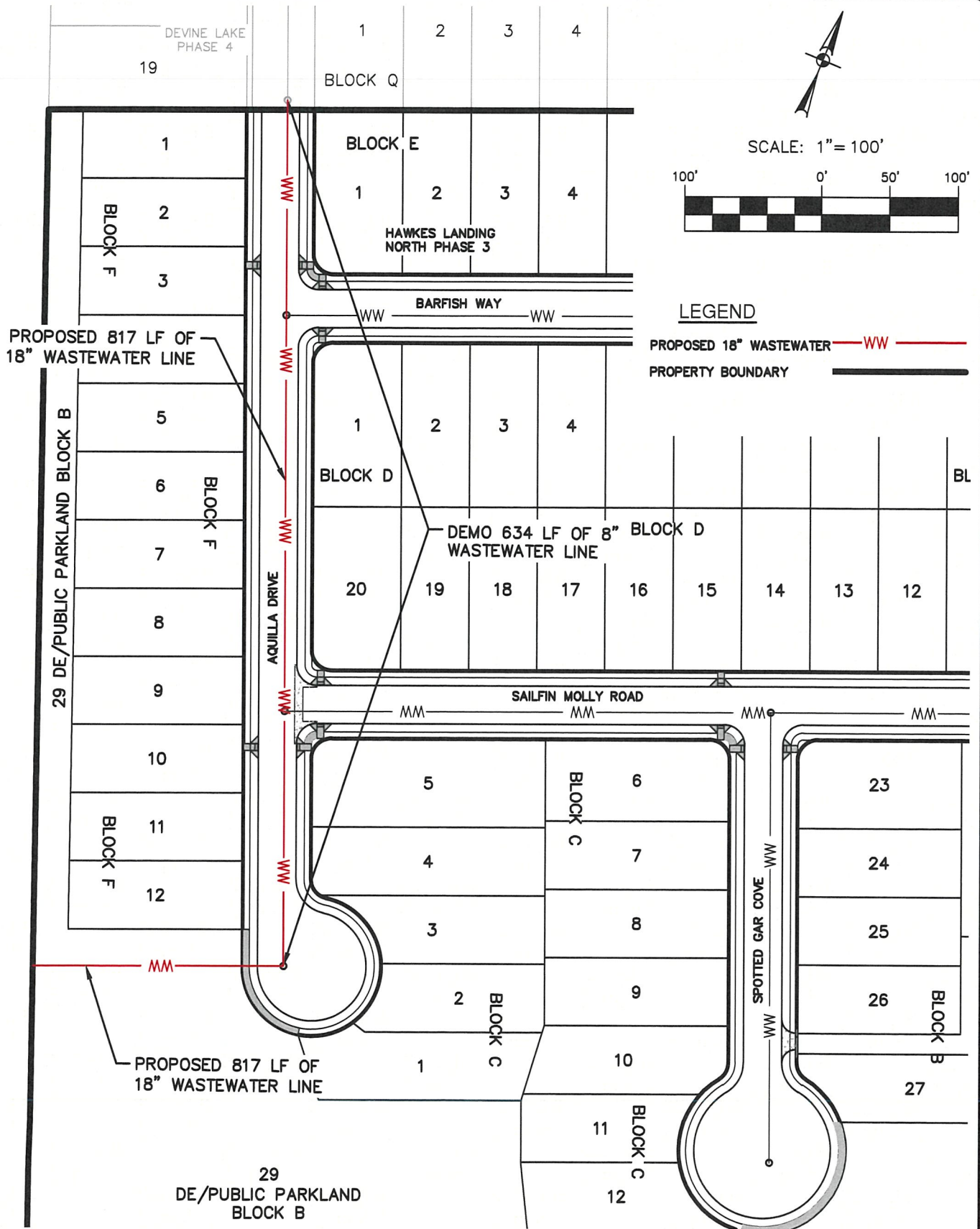


**PAPE-DAWSON
ENGINEERS**

AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
10801 N. MO-PAC EXPY., BLDG. 3, STE. 200 | AUSTIN, TX 78758 | 512.454.8711
TYPE FIRM REGISTRATION #470 | TBPPLS FIRM REGISTRATION #10026601

SHEET 5 OF 6

EXHIBIT B
The Wastewater Line Project



Date: Jul 17, 2025, 10:35am User: ID: lonygellagher
 File: H:\Projects\11187\102 Construction Documents\Exhibits\250716 - 8IN WW DCAUG.dwg

JOB NO. 51167-03
 DATE JULY 2025
 DESIGNER AC
 CHECKED AU DRAWN TG
 SHEET 1 of 1

HAWKES LANDING NORTH PHASE 3
 LEANDER, TEXAS
 EXHIBIT B

PAPE-DAWSON

10801 N MOPAC EXPY, BLDG 3, STE 200 I AUSTIN, TX 78759 I 512.454.8711
 TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10026800

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

EXHIBIT C
Approved Bid

DNT Construction LLC
CHANGE ORDER
2300 Picadilly Drive
Round Rock, Texas 78664

PROJECT: Hawkes Landing North Ph. 3	CHANGE ORDER NO.: 2
	DATE: 5/30/2025

OWNER/ GENERAL CONTRACTOR

Brightland Homes
Kirsten Bolt
3815 S. Capital Hwy, Suite 275
Austin, TX 78704

Your subcontract for performing work on this project is revised as shown below.
Except as specifically revised herein, all work, terms and conditions of the original subcontract remain the same and in force. If any portion of this change order is not acceptable, you must furnish us written notification of such non-acceptance at the address designated below within seven (7) days of the date of issue hereof.

The SubContract is changed as follows: **Added 18" WW Line - Per CoL**

DESCRIPTION	QTY	Unit	Unit Price	Add/Deduct
1 Utility Crew Remobilization	1	LS	\$ 5,500.00	\$ 5,500.00
2 2 YR 10% Maintenance Bond	1	LS	\$ 650.00	\$ 650.00
3 Demo and Dispose of 8" SDR-26 Wastewater Line	614	LF	\$ 10.00	\$ 6,140.00
4 Demo and Dispose of 8" 150 PSI Pressure Pipe	20	LF	\$ 10.00	\$ 200.00
5 Demo and Dispose of 4' Diam. Standard Manhole	3	EA	\$ 650.00	\$ 1,950.00
6 Demo and Dispose of Wastewater Service (Double)	4	EA	\$ 350.00	\$ 1,400.00
7 Demo and Dispose of Wastewater Service (Single)	1	EA	\$ 310.00	\$ 310.00
8 Connect to Existing Manhole	1	EA	\$ 625.00	\$ 625.00
9 18" SDR-26 PS-115 Wastewater Pipe	757	LF	\$ 79.00	\$ 59,803.00
10 18" DR-8 Pressure Wastewater Pipe	60	LF	\$ 112.00	\$ 6,720.00
11 SDR-26 to DR-18 Transition Fittings	6	EA	\$ 3,345.00	\$ 20,070.00
12 18" Plug	1	EA	\$ 750.00	\$ 750.00
13 4' Diam. Standard Manhole for 18" WW	3	EA	\$ 7,350.00	\$ 22,050.00
14 Wastewater Service Line (Double) on 18" WW	4	EA	\$ 8,060.00	\$ 32,240.00
15 Wastewater Service Line (Single) on 18" WW	1	EA	\$ 5,955.00	\$ 5,955.00
16 Reconnect Wastewater Service Line on 18"	5	EA	\$ 4,345.00	\$ 21,725.00
17 Trench Safety	817	LF	\$ 2.00	\$ 1,634.00
18				\$ -
19				\$ -
20			\$ -	\$ -
				\$ 187,722.00

Total Change Order \$ 187,722.00

Notes:

This change constitutes a full, final and complete equitable adjustment for all costs and markups directly or indirectly attributable to the project referenced above. It is understood and agreed that no change is made to the overall contract time unless noted otherwise. The bonds required, if any, under the agreement prior to this change must be adjusted to reflect change. Bond premiums are specifically included within the amount of this change.

The changes listed above were discussed with and verbally approved by

Not valid until signed by the Owner and Subcontractor.

The original contract sum is	\$ 3,746,552.70	
The net change by previously approved Change Orders	\$ 12,524.94	
The Total sum this Change Order is	\$ 187,722.00	
The Total sum for all Change Orders is		\$ 200,246.94
The new Contract sum including this Change Order will be	<u>\$ 3,946,799.64</u>	

The change results in an add of 10 days to the contract time.

Note: Please sign and return both copies of this Change Order. You will receive a fully executed copy for your files.

DNT Construction LLC
CONTRACTOR

2300 Picadilly Drive
Round Rock, Texas 78664

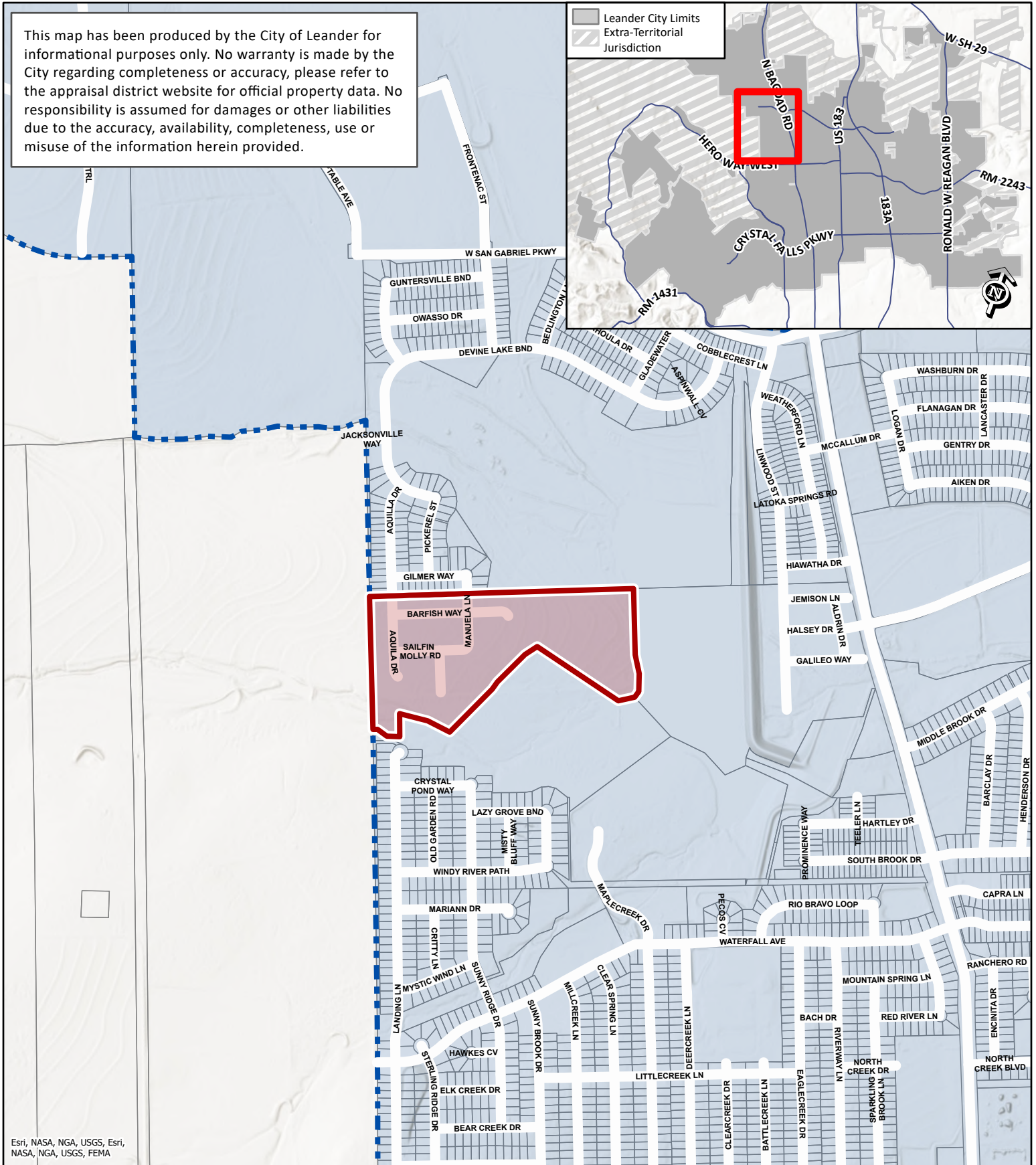
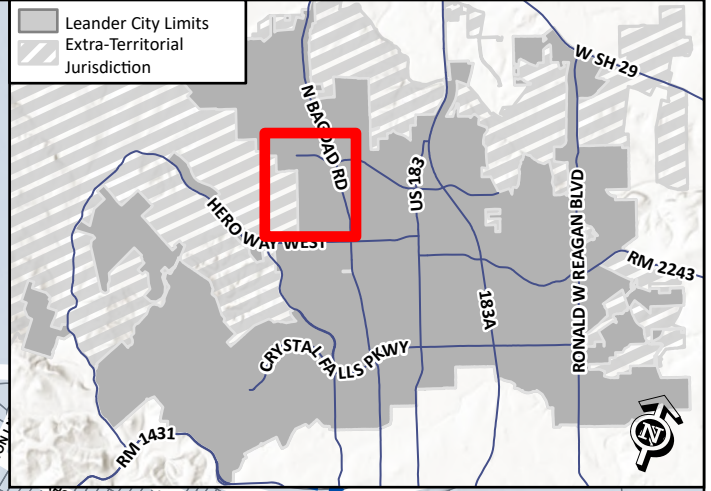
BY Hunter Pustejovsky Project Manager
DATE 5/30/2025

Brightland Homes
OWNER/ GENERAL CONTRACTOR

3815 S. Capital Hwy, Suite 275
Austin, TX 78704

BY _____
Kirsten Bolt
DATE _____

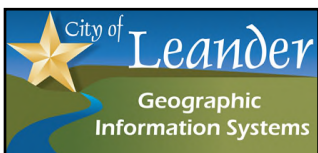
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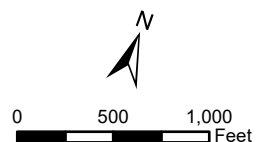
Esri, NASA, NGA, USGS, Esri, NASA, NGA, USGS, FEMA

LOCATION MAP

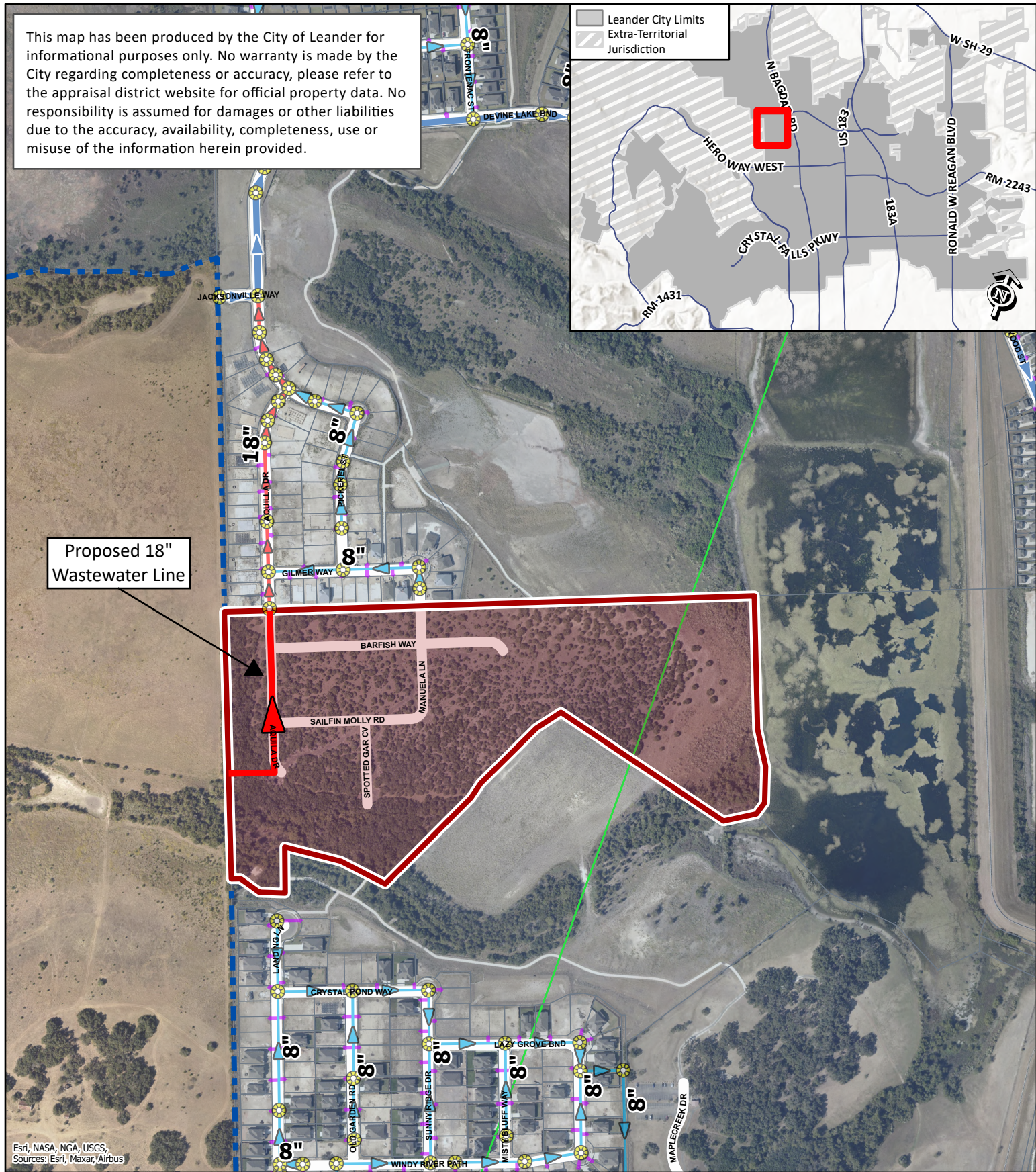
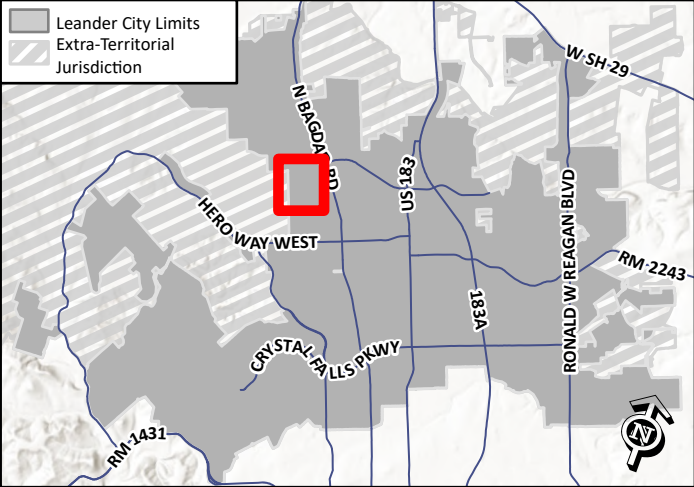
Hawkes Landing North Phase 3 - Development Agreement



- Subdivision
- City Limits
- Extra-Territorial Jurisdiction

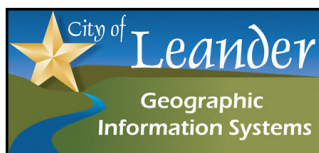


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PROJECT AREA

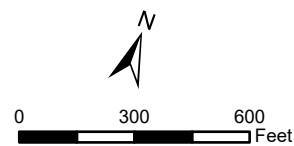
Hawkes Landing North Phase 3 - Development Agreement



- Subdivision
- City Limits
- Extra-Territorial Jurisdiction
- ▶ Proposed 18" Wastewater Line

Existing Gravity Main by Diameter

- ▶ 8"
- ▶ 18"
- ▶ 21"





EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

Approval of an Ordinance to update the Roadway Service Area Map to incorporate recently annexed areas into the City including the Bagdad Retail Center, Oakwood Hills, Oak Grove Estates, and Barksdale Phase 3 Annexations.

BACKGROUND:

As land is annexed into the city, the final step in the process is to also add the property to the Roadway Impact Fee (RIF) Service Area Map. This action is needed to support the future collection of RIF at the time of development. The RIF is used to ensure that new developments contribute to the overall transportation system for the City similar to water and wastewater impact fees.

A study was prepared that includes major roadway projects that may be funded by the RIF. The collection of the RIF started in January 2024 and is collected based on five (5) service areas of the city. These fees will be used to make improvements within each of these service areas over time and will not necessarily be adjacent to the developments that contribute.

The City has recently annexed four (4) areas that need to be incorporated into the map:

1. Bagdad Retail Center – 4.227 acres in Service Area A,
2. Oakwood Hills – 337.292 acres in Service Area C,
3. Oak Grove Estates – 20.539 acres in Service Area D, and
4. Barksdale Phase 3 – 48.96 acres in Service Area D.

HISTORY/TIMELINE:

04/01/2021 - Comprehensive Plan Adopted

05/01/2021 - Transportation Master Plan Adopted

07/07/2022 - City Council Meeting adopted Roadway Impact Fees

01/07/2024 - Roadway Impact Fee Assessment Start Date

03/21/2024 - Travisso and Titan Addition to Services Areas C and B

12/19/2024 - High Gabriel East Township, San Gabriel, and Simpson Tract Addition to Service Areas B and D

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

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

1. Approval of the ordinance,
2. Table/postpone consideration to a future date, or

3. Denial of the ordinance.

Staff recommends Option 1 listed above – Approval of the ordinance. The adjustments to the service areas are due to annexations adopted by this ordinance and do not materially change the land use assumptions or the capital improvements plan in a way that would materially affect the roadway impact fee calculation.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 Ordinance RIF Service Area
2. Att 2 RIF Service Area Map
3. Att 3 A-24-0014 Bagdad Retail Center - Location & RIF Map
4. Att 4 A-24-0015 Oakwood Hills - Location & RIF Map
5. Att 5 A-24-0016 Oak Grove Estates - Location & RIF Map
6. Att 6 A-25-0022 Barksdale Ph 3 - Location & RIF Map

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, ADJUSTING THE SERVICE AREAS SHOWN ON THE ROADWAY SERVICE AREA MAP TO INCORPORATE AREAS ANNEXED INTO THE CITY; MAKING FINDINGS OF FACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Leander, Texas (the “City”), adopted Article 12.08 of the Code of Ordinances (the “RIF Ordinance”) establishing roadway impact fees; and

WHEREAS, the City Council adopted and approved a Roadway Service Area map; and

WHEREAS, the RIF Ordinance provides that adjustments to service areas due to annexations that do not materially change the land use assumptions or the capital improvement plan in a way that would materially affect the roadway impact fee calculation per V.C.T.A. Local Government Code 395 may be updated in the official roadway service area map by Ordinance of Council after annexation is completed; and

WHEREAS, the City Council hereby finds and determines that the adjustments to the service areas due to annexations adopted herein do not materially change the land use assumptions or the capital improvements plan in a way that would materially affect the roadway impact fee calculation per V.C.T.A. Local Government Code 395;

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

SECTION 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

SECTION 2. Service Areas Adjusted. Service area A is hereby adjusted to add the land described in Ordinance No. 25-026-00. Service area C is hereby adjusted to add the land described in Ordinance No. 25-036-00. Service area D is hereby adjusted to add the land described in Ordinance No. 25-023-00 and Ordinance No. 25-049-00. The roadway service area map reflecting such adjustments attached hereto and incorporated herein for all purposes as Exhibit A is hereby adopted and approved.

SECTION 3. Severability. If any provision of this Ordinance is illegal, invalid, or unenforceable under present or future laws, the remainder of this Ordinance will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Ordinance.

SECTION 4. Effective Date. This Ordinance will become effective upon its adoption, passage by the City Council in accordance with the procedures on the date of passage as required and publication as required by law.

SECTION 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this 7th day of August, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT A
(SEE ATTACHMENT)

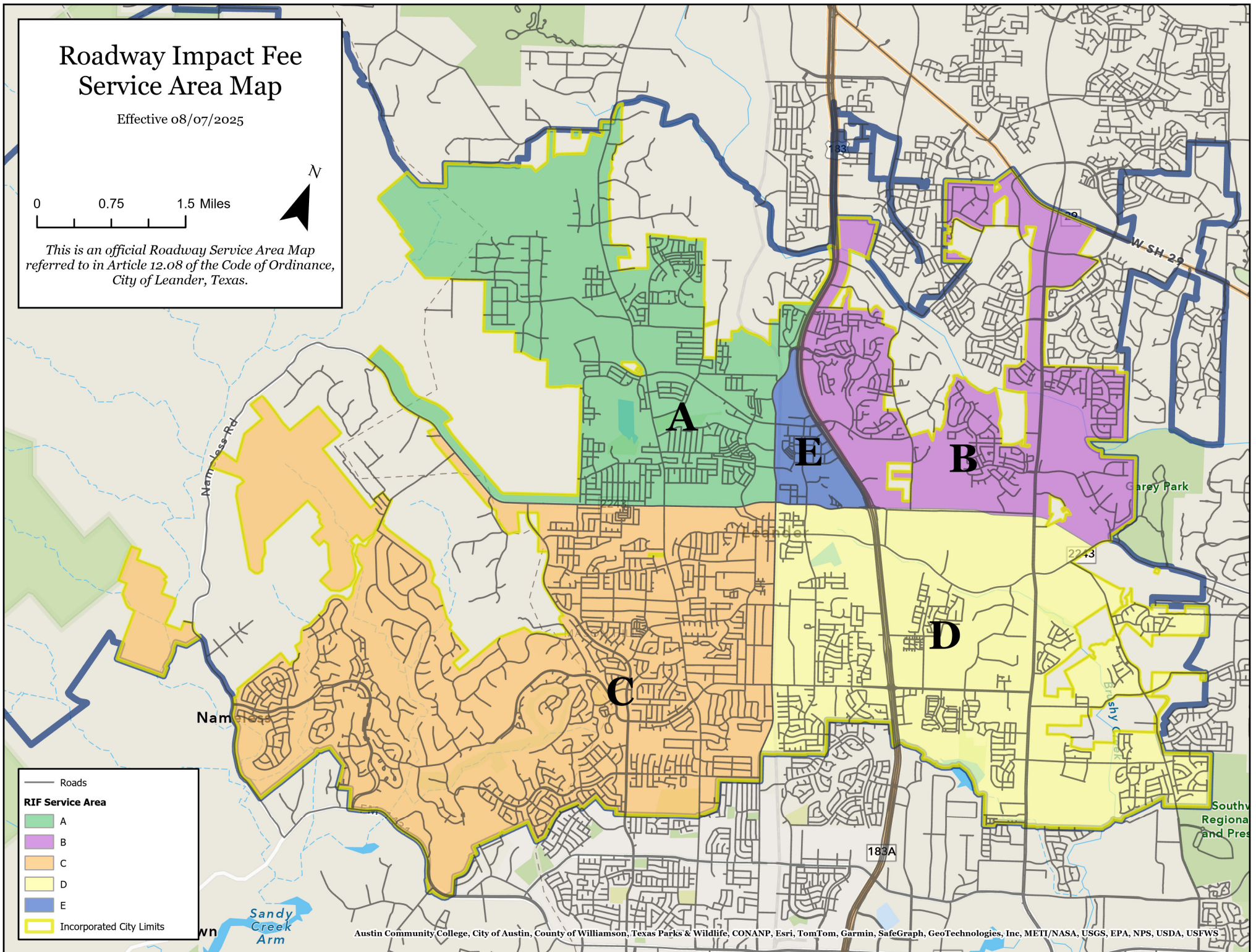
Roadway Impact Fee Service Area Map

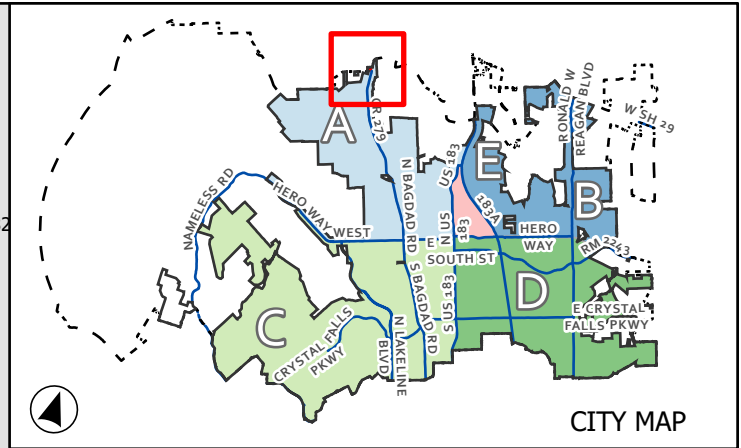
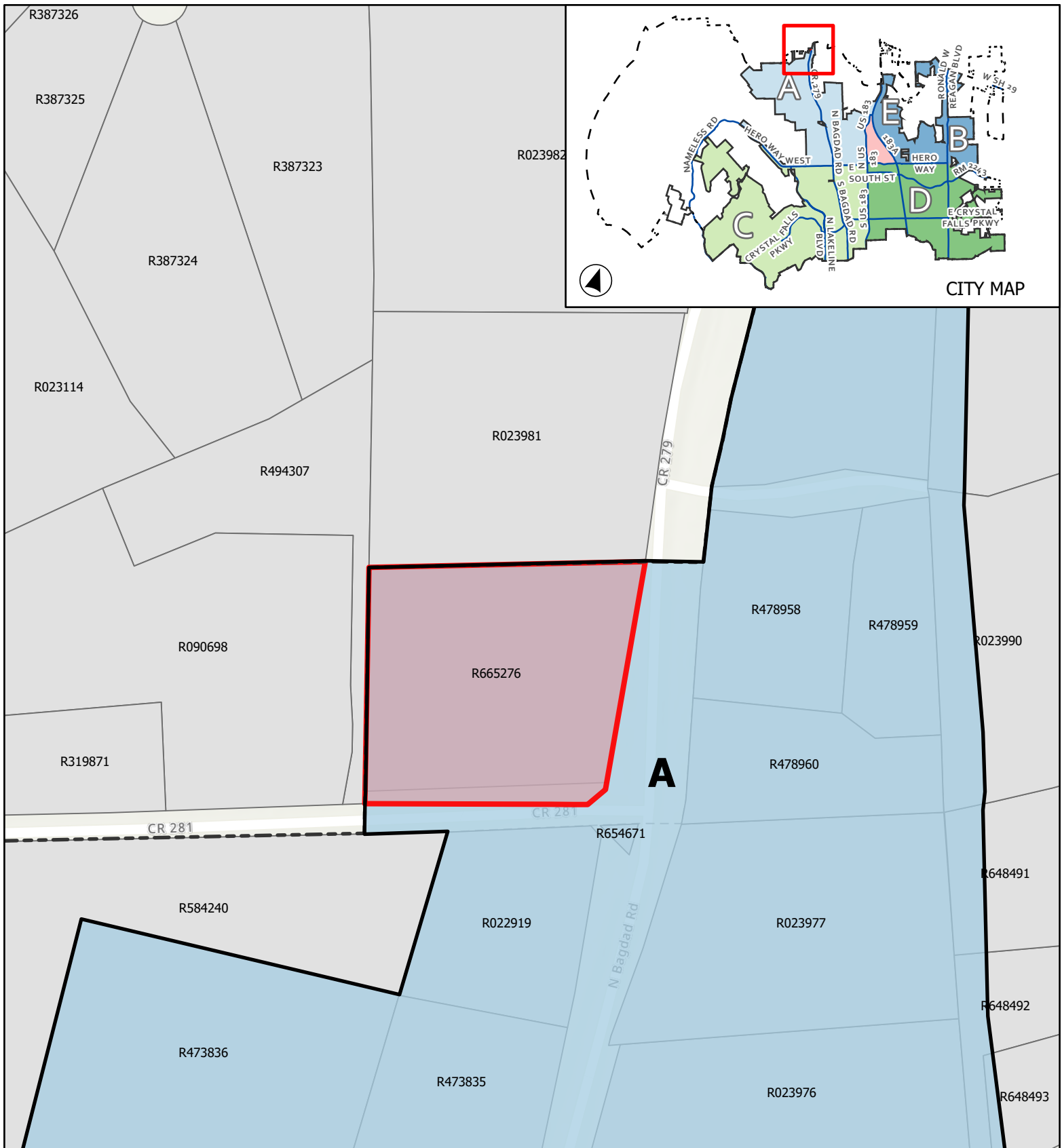
Effective 08/07/2025

0 0.75 1.5 Miles



*This is an official Roadway Service Area Map
referred to in Article 12.08 of the Code of Ordinance,
City of Leander, Texas.*





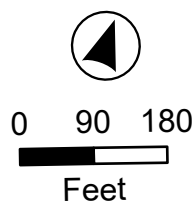
CASE: A-24-0014

ATTACHMENT 3

BAGDAD RETAIL CENTER

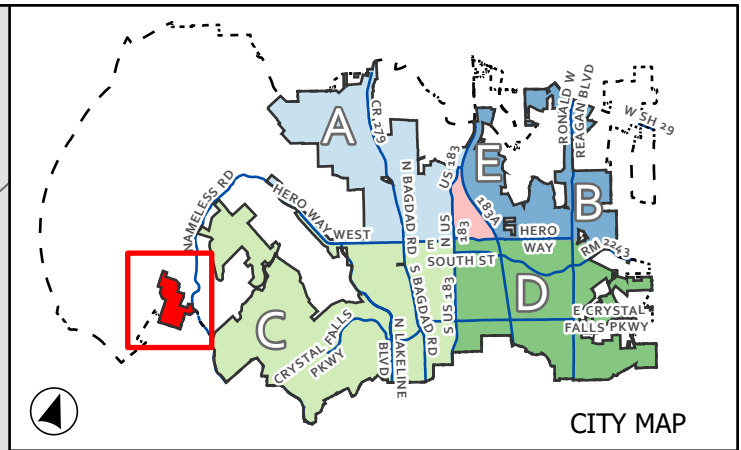
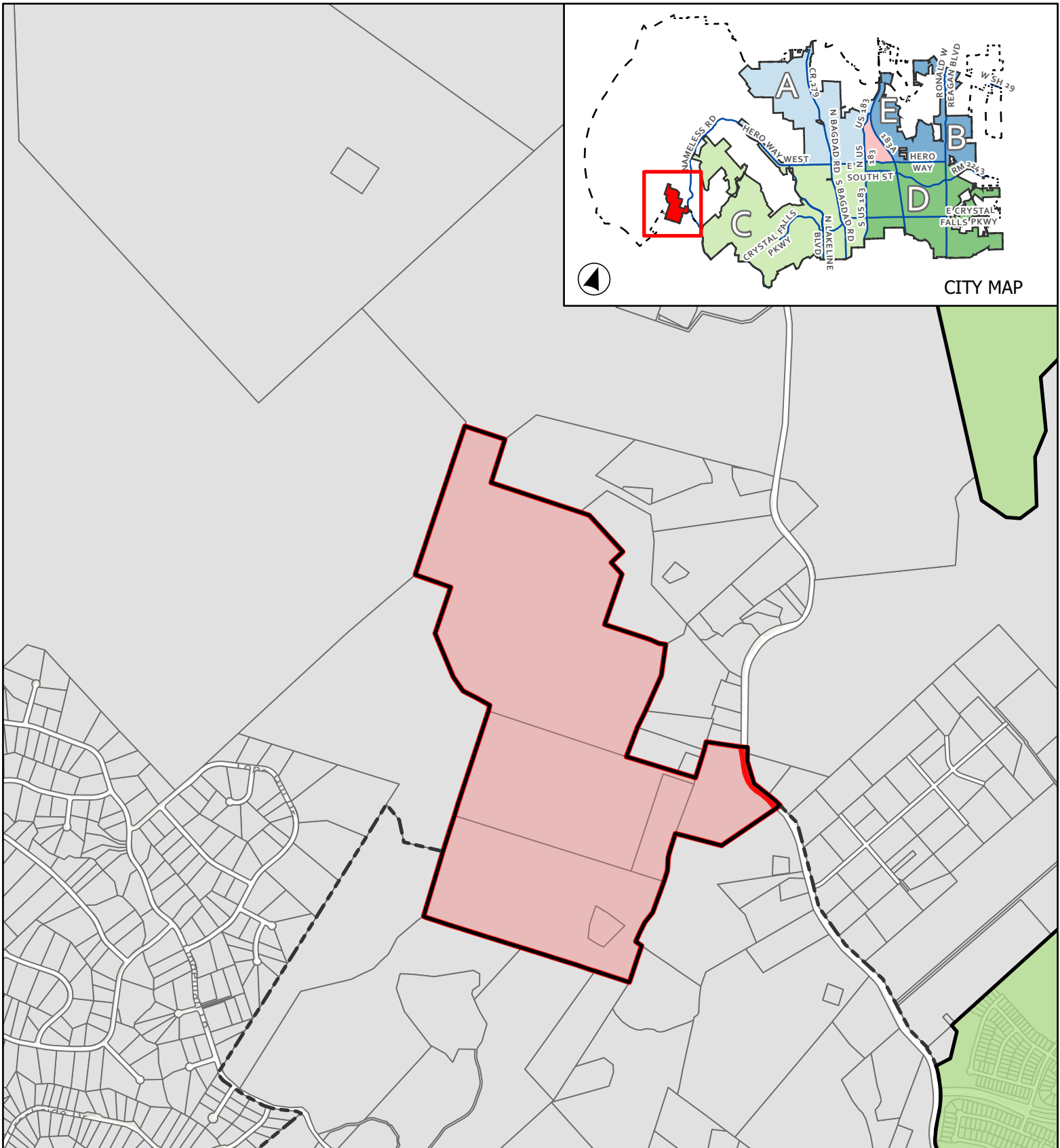
Location Map & RIF Service Map

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- City Limits
- ETJ
- Subject Boundary

RIF Service Area
 A



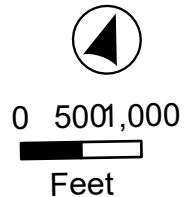
CASE: A-24-0015

ATTACHMENT 4

OAKWOOD HILLS

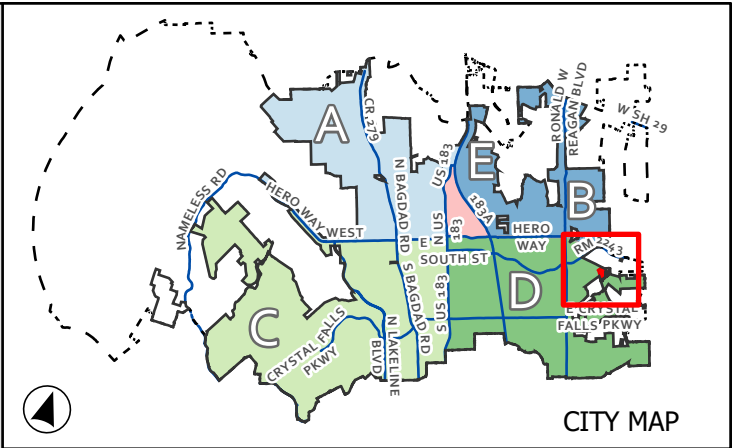
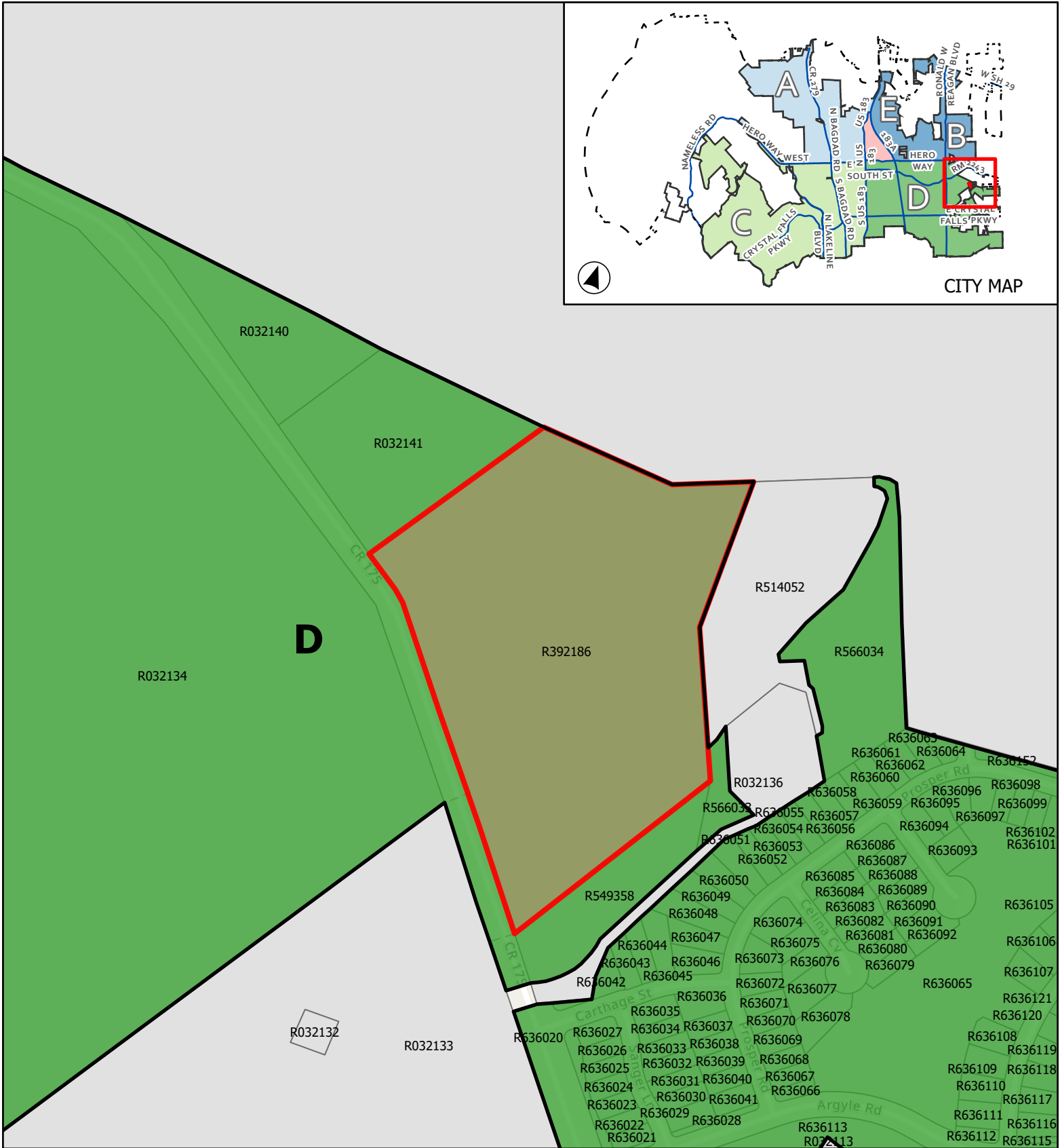
Location Map & RIF Service Map

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- City Limits
- ETJ
- Subject Boundary

RIF Service Area
 C



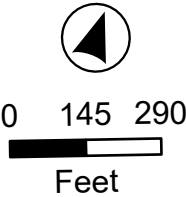
CASE: A-24-0016

ATTACHMENT 5

OAK GROVE ESTATES

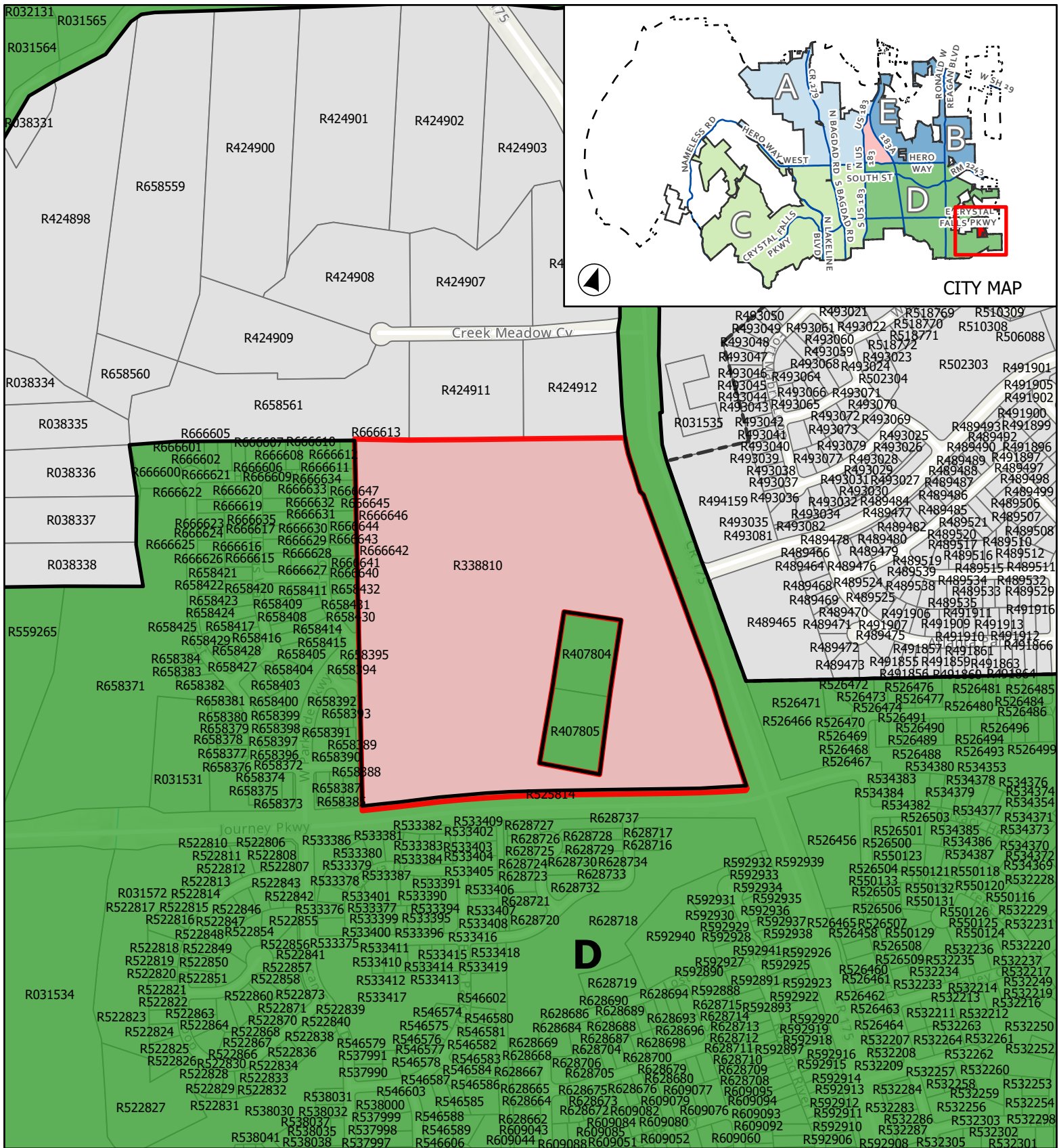
Location Map & RIF Service Map

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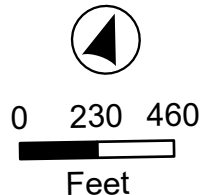
- City Limits
- ETJ
- Subject Boundary

RIF Service Area
D



Location Map & RIF Service Map

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- City Limits
- ETJ
- Subject Boundary

RIF Service Area

D



EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

Acceptance of infrastructure improvements associated with Subdivision Case PICP-22-0040 Bar W Ranch West Phase 11 for water and wastewater improvements.

BACKGROUND:

Approximately \$4,792,678.85 in required public infrastructure improvements for water and wastewater for Bar W Ranch West Phase 11 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 195 single-family lots on 25.940 acres.

The maintenance bond will commence the two-year (2) term upon City Council acceptance, as anticipated, on August 7, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through August 7, 2027. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the maintenance bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

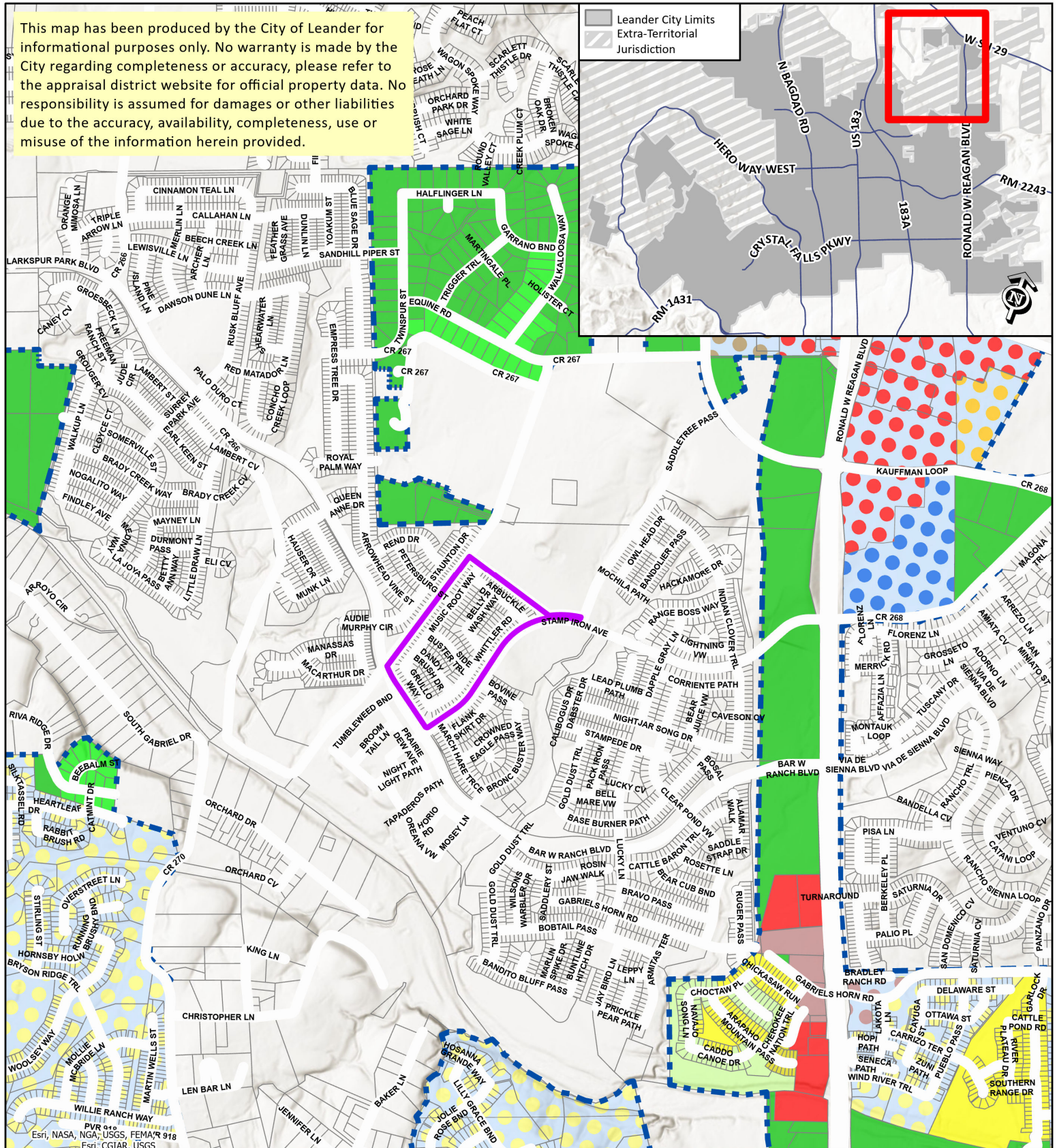
Fiscal Impact

Attachments:

1. Bar W Ranch W Ph 11 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.

Leander City Limits
Extra-Territorial
Jurisdiction



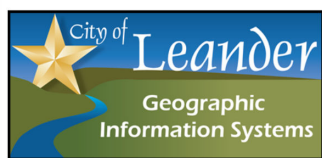
SUBDIVISION ACCEPTANCE

Bar W West Phase 11 - 22-PICP-0040

- Accepted Subdivision
- City Limits

- RESIDENTIAL**
- SFR - Single-Family Rural
 - SFE - Single-Family Estate
 - SFU - Single-Family Urban
 - SFC - Single-Family Compact
 - SFL - Single-Family Limited
- RETAIL / COMMERCIAL**
- LC - Local Commercial

- GC - General Commercial
- PUD LAND USE**
- PUD - Single-Family
 - PUD - Townhomes
 - PUD - Multi-Family
 - PUD - Mixed Use
 - PUD - Local Commercial
 - PUD - General Commercial



0 500 1,000 2,000
Feet

May 21, 2025

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

Re: Bar W Ranch West Phase 11

RE-INSPECTION COMPLETED – NO VIOLATIONS

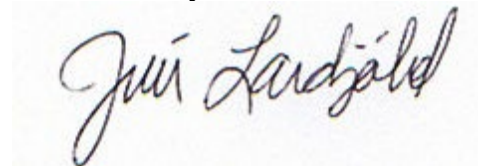
Dear Ben:

This report presents the findings of the re-inspection for the Bar W Ranch West Phase 11 Project in Leander, Texas for compliance with the Texas Accessibility Standards (TAS). This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. This report is limited to re-inspecting the elements for compliance with the applicable technical standards and not scoping. A re-inspection was conducted on May 20, 2025.

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

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

Sincerely,

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

Jesús Lardizábal, RAS #1051

Engineer's Concurrence for Project Acceptance

Project: Bar W Ranch West Phase 11 Date: 05/19/2025

City of Leander Issued Permit Number: PICP-22-0040

Owner's Name & Address

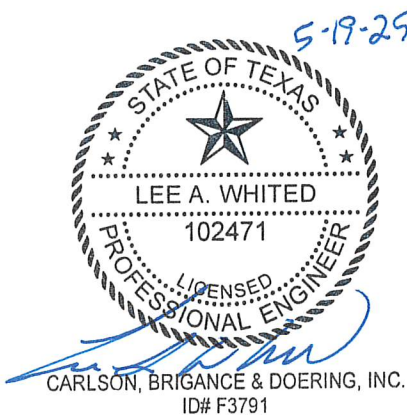
Adib Khoury, D.R. Horton
10700 Pecan Park Blvd. Ste. 400
Austin, Texas 78750

Consultant Engineer's Name & Address

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

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

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



(SEAL)


Signature

Lee A. Whited, P.E.

Typed Name

Carlson, Brigance & Doering, Inc.

Engineering Firm Name

F3791

Registered Engineering Firm Number

MAINTENANCE BOND # 473179P
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JL Gray Construction, Inc.
as Principal, whose address is 410 Fannin Avenue, Round Rock, TX 78664 and
Westfield Insurance Company a Corporation organized under the
laws of the State of Ohio, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Four Hundred Forty One Thousand Two Hundred Sixty Seven and 89/100 Dollars
(\$ 441,267.89) to which payment will and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has constructed Bar W Ranch West Phase 11 Street, Drainage,
Water, and Wastewater Improvements (PICP-22-0040) (the
“improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

The Surety shall notify the Obligees 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 Obligees and compliant with the Obligees' ordinances conditioned to guarantee for the period of one (1) year after the Obligees' 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.

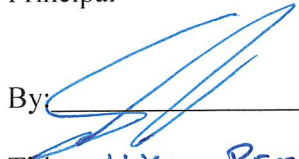
The Surety agrees to pay the Obligees upon demand all loss and expense, including attorneys' fees, incurred by the Obligees by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where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

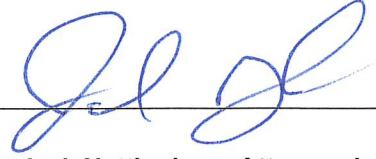
IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 31st day of March, 2025.

JL Gray Construction, Inc.
Principal

By: 
Title: Vice President

Address: 410 Fannin Avenue
Round Rock, TX 78664

Westfield Insurance Company
Surety

By: 
Title: Jack Nottingham, Attorney-in-Fact

Address: 2255 Ridge Road, Ste. 333
Rockwall, TX 75087

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

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

(Seal)

DUAL OBLIGEE RIDER

To be attached to and form a part of contract bond number # 473179P dated March 31, 2025
issued by Westfield Insurance Company Insurance Company on behalf of JL Gray Construction, Inc. as Principal and
in favor of City of Leander as Obligee.

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

PROVIDED FURTHER, that this rider shall not become effective until accepted by City of Leander
as evidenced by the signature below.

The Attached Bond shall be subject to all of its terms, conditions and limitations except as herein
modified. Provided, further that the Principal and Surety shall not be liable to all Obligees in the
aggregated in excess of the penal sum of Four Hundred Forty One Thousand Two Hundred Sixty Seven and 89/100 [\$ 441,267.89] Dollars.

Signed, sealed and dated on this 31st day of March, 2025.

ACCEPTED:

JL Gray Construction, Inc.
Contractor

By: _____

Name: Seth Jewell

Title: Vice President

Westfield Insurance Company
Insurance Company

By: _____

Name: Jack Nottingham

Title: Attorney-in-Fact

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

7. PREMIUM OR CLAIM DISPUTES:

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

8. ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

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

POWER NO. 4220012 14

General
Power
of Attorney

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

CERTIFIED COPY

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

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

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

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

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

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

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

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

Notarial
Seal
Affixed



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

State of Ohio
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **31st** day of **March** A.D., **2025**.



Frank A. Carrino, Secretary



Carlson, Brigance & Doering, Inc.

Civil Engineering ❖ Surveying

June 12, 2025

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

**RE: Bar W Ranch West Phase 11 Street, Drainage, Water, and Wastewater Improvements
PICP-22-0040**

Final Plat Legal Name as Recorded:

Bar W Ranch West Phase 11

Name on Approved Construction Documents:

Bar W Ranch West Phase 11 Street, Drainage, Water, and
Wastewater Improvements

Name on Bank Bond for Fiscal Posting:

N/A

COST CATAGORIES	AMOUNT	INSPECTION AMOUNT
STREETS (w/ Erosion Control)	\$ 1,568,148.85	\$ 1,568,148.85
DRAINAGE	\$ 931,279.00	\$ 931,279.00
WASTEWATER	\$ 897,766.00	\$ 897,766.00
WATER	\$ 796,975.00	\$ 796,975.00
STREETLIGHTS	\$ 218,510.00	\$ 218,510.00
LANDSCAPE IMPROVEMENTS	\$ 380,000.00	\$ 380,000.00
TOTAL	\$ 4,792,678.85	\$ 4,792,678.85

Total Improvements* = **\$4,792,678.85**
Maintenance Bond (10% of total, minus landscaping**) = **\$441,267.89**

*Note that this total differs from the pay application as it excludes private electrical, gas, masonry walls, and other items not classified as "improvements." **The landscape improvement is excluded from the maintenance bond calculation as a separate bond was posted with the plat.

Total inspection Improvements =	\$4,792,678.85
Inspection Fees (3.5% of total improvements) =	\$167,743.76
Currently Paid Inspection Fees =	\$161,896.91
Remaining Insp. Fees to be Paid =	\$5,846.85

Please call if you have any questions.

Sincerely,

Lee A. Whited, P.E.
Carlson, Brigance, & Doering, Inc.
Email: lee@cbdeng.com



BAR W RANCH WEST PHASE 11 (PICP-22-0040)

FINAL COST QUANTITIES

CBD NO. 5431

06/12/2025

	I. STREET ITEMS	QTY	UNIT	COST	AMOUNT
1	Subgrade Excavation ROW to ROW complete and in place per cubic yard	33,138	CY	\$ 2.50	\$ 82,845.00
2	Subgrade Embankment ROW to ROW complete and in place per cubic yard	6,033	CY	\$ 2.00	\$ 12,066.00
3	Subgrade Preparation, 3' to 3' Back of Curb complete and in place per square yard	28,103	SY	\$ 2.25	\$ 63,231.75
4	8" Flexible Base 3' to 3' Back of Curb complete and in place per square yard	28,103	SY	\$ 8.50	\$ 238,875.50
5	2" HMAC complete and in place per square yard	20,595	SY	\$ 18.00	\$ 370,710.00
6	Sawcut Existing HMAC and Connect New HMAC complete and in place per square foot	138	SQFT	\$ 5.00	\$ 690.00
7	Curb and Gutter complete and in place per linear foot	13,391	LF	\$ 17.25	\$ 230,994.75
8	24" Ribbon Curb complete and in place per linear foot	150	LF	\$ 18.00	\$ 2,700.00
9	Concrete Valley Gutters complete and in place per each	2	EA	\$ 6,725.00	\$ 13,450.00
10	Type II driveway (cemetery) complete and in place per each	1	EA	\$ 2,970.00	\$ 2,970.00
11	5' Wide Sidewalks (with this contract) complete and in place per linear foot	681	LF	\$ 33.50	\$ 22,813.50
12	ADA Ramps complete and in place per each	44	EA	\$ 1,445.00	\$ 63,580.00
13	2-3"/1-4" Sleeve complete and in place per linear foot	240	LF	\$ 36.00	\$ 8,640.00
14	Stop Sign/Stop bar complete and in place per each	13	EA	\$ 945.00	\$ 12,285.00
15	Street Name Signs complete and in place per each	16	EA	\$ 595.00	\$ 9,520.00
16	Street Speed Signs (R2-1 & W1-1a) complete and in place per each	9	EA	\$ 500.00	\$ 4,500.00
17	Street End Barricade (Type III) complete and in place per each	1	EA	\$ 1,135.00	\$ 1,135.00
18	Rough Cut Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	\$ 15,075.00	\$ 15,075.00
19	Curb & Gutter Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	\$ 20,306.00	\$ 20,306.00
20	Final pin Staking performed by CBD, Inc., complete and in place per lump sum	1	LS	\$ 20,100.00	\$ 20,100.00
21	Revegetation for R.O.W. and Easements - Hydromulch complete and in place per square yard	17,985	SY	\$ 1.75	\$ 31,473.75
22	install, Maintain, and Remove Tree Protection complete and in place per linear foot	2,289	LF	\$ 6.50	\$ 14,878.50
23	Install, Maintain, and Remove Silt Fence complete and in place per linear foot	4,413	LF	\$ 3.00	\$ 13,239.00
24	Install, Maintain, and Remove Inlet Protection complete and in place per each	33	EA	\$ 170.00	\$ 5,610.00
25	Install, Maintain, and Remove Rock Berm complete and in place per linear foot	62	LF	\$ 34.00	\$ 2,108.00
26	Stabilized Construction Entrance complete and in place per each	2	EA	\$ 2,000.00	\$ 4,000.00
27	Concrete Washout Area complete and in place per each	1	EA	\$ 750.00	\$ 750.00
28	LOC Staking and Services performed by CBD, Inc. complete and in place per lump sum	1	LS	\$ 4,200.00	\$ 4,200.00
29	CO1 Subgrade Excavation ROW to ROW complete and in place per cubic yard	2,846	CY	\$ 3.50	\$ 9,961.00

BAR W RANCH WEST PHASE 11 (PICP-22-0040)

FINAL COST QUANTITIES

CBD NO. 5431

06/12/2025

30	CO1 Subgrade Embankment ROW to ROW complete and in place per cubic yard	2,846	CY	\$ 4.50	\$ 12,807.00
31	CO1 Add 8" Lime Treated Subgrade complete and in place per square yard	15,140	SY	\$ 11.25	\$ 170,325.00
32	CO1 Deduct 8" Flexible Base complete and in place per square yard	-26,637	SY	\$ 8.50	\$ (226,414.50)
33	CO1 Add 12" Flexible Base complete and in place per square yard	25,222	SY	\$ 12.75	\$ 321,580.50
34	CO1 Add 14" Flexible Base complete and in place per each	1,415	SY	\$ 14.50	\$ 20,517.50
35	CO1 8" Lime Treated Subgrade- Cost adjustment complete and in place per square yard	12,860	SY	\$ (1.04)	\$ (13,374.40)
SUBTOTAL STREETS ITEMS					\$ 1,568,148.85

	II. DRAINAGE ITEMS	QTY	UNIT	COST	AMOUNT
1	18" R.C.P., complete and in place per linear foot	2,107	LF	\$ 61.00	\$ 128,527.00
2	24" R.C.P., complete and in place per linear foot	1,555	LF	\$ 75.00	\$ 116,625.00
3	30" R.C.P., complete and in place per linear foot	214	LF	\$ 93.00	\$ 19,902.00
4	36" R.C.P., complete and in place per linear foot	938	LF	\$ 138.00	\$ 129,444.00
5	42" R.C.P., complete and in place per linear foot	856	LF	\$ 171.00	\$ 146,376.00
6	6'x4' C.B.C. complete and in place per linear foot	160	LF	\$ 522.00	\$ 83,520.00
7	8'x6' Junction Box complete and in place per each	1	EA	\$ 7,020.00	\$ 7,020.00
8	7'x7' Junction Box complete and in place per each	1	EA	\$ 8,925.00	\$ 8,925.00
9	5'x4' Junction Box complete and in place per each	2	EA	\$ 4,255.00	\$ 8,510.00
10	4'x4' Junction Box complete and in place per each	1	EA	\$ 3,385.00	\$ 3,385.00
11	10' inlets w/ Transitions complete and in place per each	27	EA	\$ 5,565.00	\$ 150,255.00
12	15' inlets w/ Transitions complete and in place per each	5	EA	\$ 8,145.00	\$ 40,725.00
13	20' inlets w/ Transitions (2-10' Side by Side) complete and in place per each	1	EA	\$ 9,335.00	\$ 9,335.00
14	4' Storm Sewer Manhole complete and in place per each	6	EA	\$ 3,715.00	\$ 22,290.00
15	5' Storm Sewer Manhole complete and in place per each	5	EA	\$ 4,295.00	\$ 21,475.00
16	Raise Storm Sewer Manhole complete and in place per each	15	EA	\$ 450.00	\$ 6,750.00
17	24" RCP COA headwall complete per each	1	EA	\$ 4,275.00	\$ 4,275.00
18	3:1 Slope-18" Rip Rap headwall with 8"-12" Dia. Dump Rock complete per each	2	EA	\$ 1,625.00	\$ 3,250.00
19	Remove 3:1 Temporary Rip Rap Drainage Bowl complete per each	2	EA	\$ 300.00	\$ 600.00
20	Trench Safety, complete and in place per linear foot	5,830	LF	\$ 1.00	\$ 5,830.00
21	SS Main, Temporary Berm, Inlet, and Headwalls Offset Staking complete and in place per lump sum	1	LS	\$ 14,260.00	\$ 14,260.00
SUBTOTAL DRAINAGE ITEMS					\$ 931,279.00

BAR W RANCH WEST PHASE 11 (PICP-22-0040)

FINAL COST QUANTITIES

CBD NO. 5431

06/12/2025

	III. WASTEWATER ITEMS	QTY	UNIT	COST	AMOUNT
1	8" SDR-26 PVC, complete and in place per each	6,425	EA	\$ 54.75	\$ 351,768.75
2	8" 150PSI Rated SDR-26 PVC (white pipe) complete and in place per linear foot	220	LF	\$ 71.00	\$ 15,620.00
3	Single Wastewater Service complete and in place per each	17	EA	\$ 2,000.00	\$ 34,000.00
4	Double Wastewater Service complete and in place per each	89	EA	\$ 2,705.00	\$ 240,745.00
5	4' Wastewater Manhole with coating complete and in place per each	34	EA	\$ 5,895.00	\$ 200,430.00
6	4' Bolted Wastewater Manhole with coating complete and in place per each	1	EA	\$ 8,480.00	\$ 8,480.00
7	Raise Wastewater Manhole complete and in place per each	35	EA	\$ 295.00	\$ 10,325.00
8	16" Steel Encasement 3/8" wall thickness & spacers complete and in place per linear foot	42	LF	\$ 160.00	\$ 6,720.00
9	Trench Safety complete and in place per linear foot	6,645	LF	\$ 2.25	\$ 14,951.25
10	WW Main offset Staking and Services performed by CBD, Inc. complete and in place per lump sum	1	LS	\$ 14,726.00	\$ 14,726.00
SUBTOTAL WASTEWATER ITEMS					\$ 897,766.00

	IV. WATER ITEMS	QTY	UNIT	COST	AMOUNT
1	8"Wet Connect complete and in place per each	2	EA	\$ 1,150.00	\$ 2,300.00
2	8" C900 DR-14 PVC, including fittings Complete and in place per linear foot	6,929	LF	\$ 60.00	\$ 415,740.00
3	5 1/4" Fire Hydrant Assembly, including fire lead (STORZ) CONNECTIONS) complete and in place per each	12	EA	\$ 5,875.00	\$ 70,500.00
4	6" Gate Valve W/ Box, complete and in place per each	12	EA	\$ 1,600.00	\$ 19,200.00
5	8" Gate Valve W/ Box, complete and in place per each	18	EA	\$ 2,625.00	\$ 47,250.00
6	Raise Gate Valve, complete and in place per each	30	EA	\$ 210.00	\$ 6,300.00
7	Single Water Service Assembly, complete and in place per each	21	EA	\$ 1,390.00	\$ 29,190.00
8	Double Water Service Assembly, complete and in place per each	87	EA	\$ 2,075.00	\$ 180,525.00
9	16" Diameter 3/8" Thick Steel Encasement complete and in place per linear foot	21	LF	\$ 150.00	\$ 3,150.00
10	Trench Safety complete and in place per linear foot	6,929	LF	\$ 1.00	\$ 6,929.00
11	Water Main, Fire Hydrants, Services, AARV Construction Staking performed by CBD, Inc. complete and in place per lump sum	1	LS	\$ 15,891.00	\$ 15,891.00
SUBTOTAL WATER ITEMS					\$ 796,975.00

BAR W RANCH WEST PHASE 11 (PICP-22-0040)

FINAL COST QUANTITIES

CBD NO. 5431

06/12/2025

	V. STREETLIGHT ITEMS	QTY	UNIT	COST	AMOUNT
1	Street lights complete and in place per each	24	EA	\$ 4,665.00	\$ 111,960.00
2	Street light wiring with 2" conduit (per SKE plan) complete and in place per lump sum	1	LS	\$ 106,550.00	\$ 106,550.00
SUBTOTAL STREETLIGHT ITEMS					\$ 218,510.00

	VI. LANDSCAPE ITEMS	QTY	UNIT	COST	AMOUNT
1	Landscape Per Plan complete and in place per lump sum	1	EA	\$ 380,000.00	\$ 380,000.00
SUBTOTAL LANDSCAPE ITEMS					\$ 380,000.00

TOTAL IMPROVEMENTS BAR W RANCH WEST PHASE 11	\$4,792,678.85
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CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Bar W Ph 11

On receipt by the undersigned of a check from DR Horton in the sum of \$27,189.00 payable to JL Gray Construction Inc, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of DR Horton located at Bar W Ph 11 to the following extent: Bar W Ph 11.

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

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

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

Signature: _____

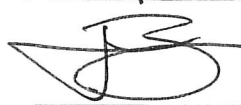
Date: 05/10/25

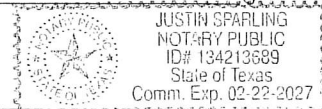
Company Name: JL Gray Construction Inc

By (w/title): Seth Jewell, VP

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this 20 day of May, 2025,
By Seth Jewell (name), VP (job title)
of JL Gray Construction Inc (company name),





NOTARY PUBLIC, STATE OF TEXAS

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

STATE OF TEXAS
COUNTY OF Williamson

Date: 05/07/15

Developer: DR Horton

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

Project: Bar W Ranch West Phase II (PICP-22-0040)

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 7 day of May 2015.

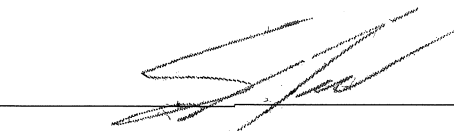
Initialed: SS

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____



Seth Jewell

Vice President

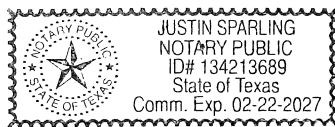
STATE OF TEXAS

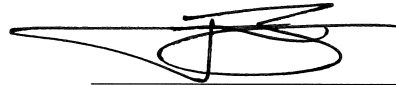
COUNTY OF Williamson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7 day of May 2025.

[S E A L]





Notary in and for the State of Texas

Name: Justin Sparling

My commission expires: 02-22-27

Initialed: SS



EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

Acceptance of public infrastructure improvements associated with Subdivision Case PICP-24-0125 Travisso Phase 4 Sections 7 and 8, and Phase 5 Section 3 for reclaimed water irrigation.

BACKGROUND:

Approximately \$261,950.00 in required public infrastructure site improvements for the reclaimed water irrigation for Travisso Phase 4 Section 7 and 8, and Phase 5 Section 3 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 area consists of 30,482 linear feet of irrigation lines.

The maintenance bond will commence the two-year (2) term upon City Council acceptance, as anticipated, on August 7, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through August 7, 2027. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the maintenance bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

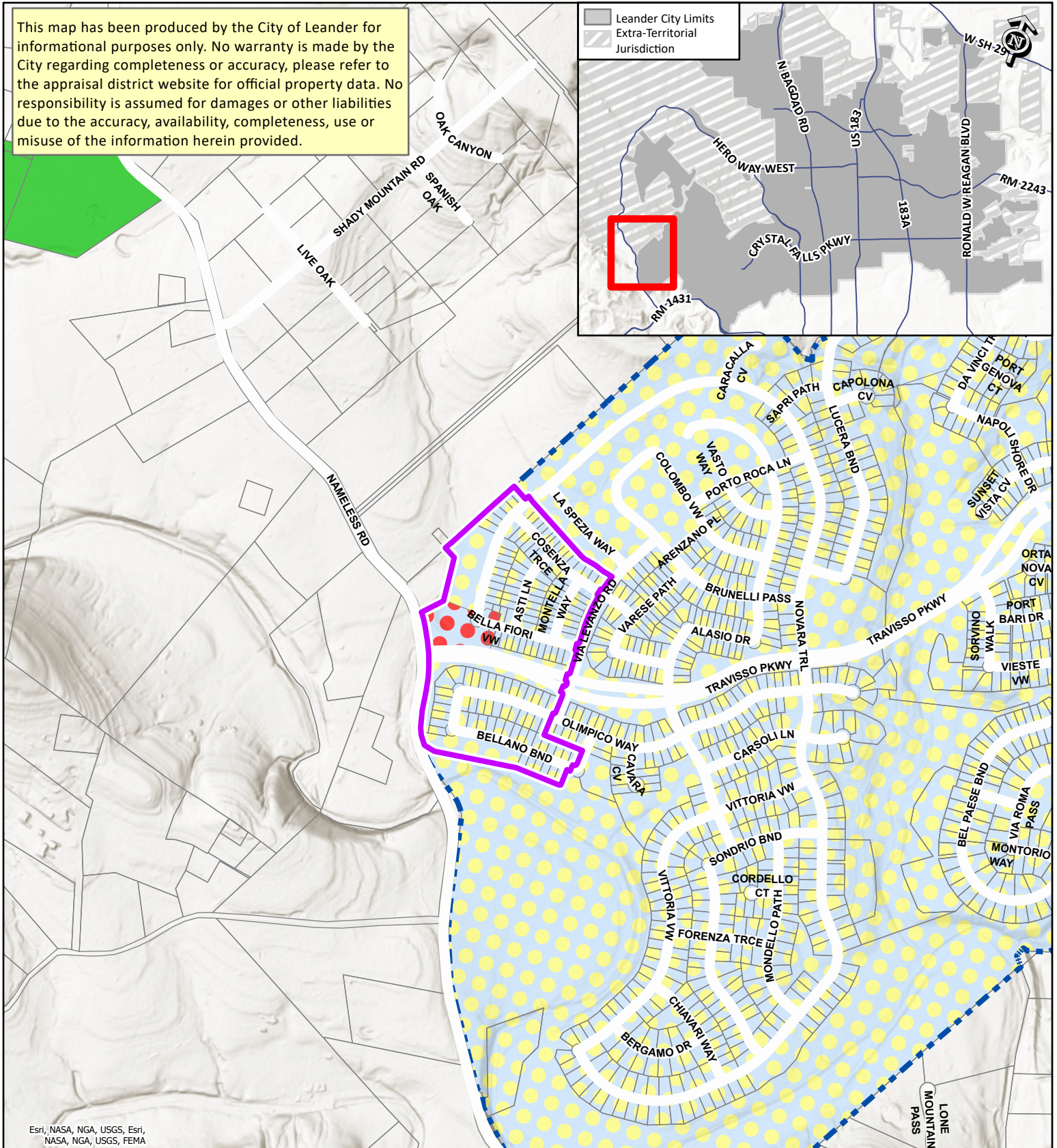
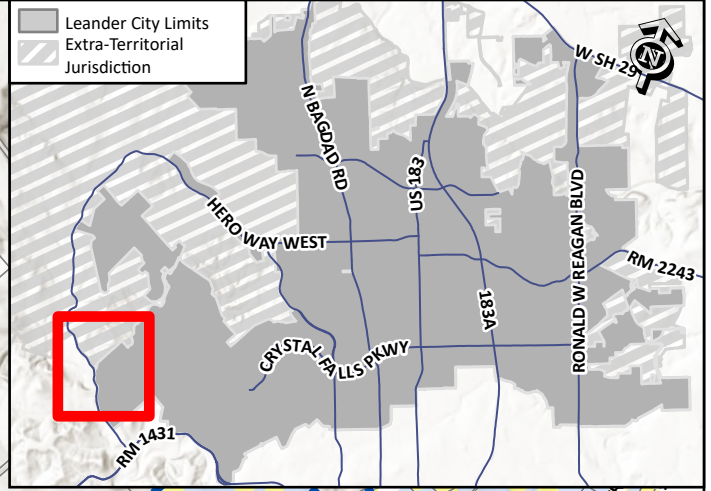
Emily Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

1. Travisso Ph 4, Sec 7 and 8, Ph 5 Sec 3 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

Travisso Ph 4, Sec 7-8 & Ph 5, Sec 3 - PICP-24-0125 Irrigation

City Limits

Accepted Subdivision



RESIDENTIAL

SFR - Single-Family Rural

PUD LAND USE

PUD - Single-Family

PUD - General Commercial



0 500 1,000 2,000
Feet

April 2, 2025

Emily Truman, P.E., CFM
City of Leander City Engineer
P.O. Box 319
Leander, TX 78646

RE: Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Irrigation & Landscaping
App. No.: PICP-24-0125
Engineer's Concurrence

Dear Ms. Truman,

This letter is to inform you that I, and/or my designated representative, have made a final visual observation of the above referenced project. I have also visited the site during construction and observed the installation of reclaimed water irrigation improvements. Based on these observations, I hereby certify that these improvements were completed in substantial conformance with the approved plans and specifications.

Please feel free to contact me if you need any additional information or have any further questions.

Sincerely,
Pape-Dawson Consulting Engineers, LLC.
Texas Board of Professional Engineers, Firm Registration # 470



Michael Fisher, P.E.
Senior Vice President



H:\Projects\508\92\56\301 Construction Documents\Documents\Plan Processing\City\Closeout\Engineer's Concurrence\TRAVISSO PH 4 SEC 7-8 & PH 5, SEC 3 IRRIGATION & LANDSCAPING - ENGINEERS CONCURRENCE.docx

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Utz Environmental Services of Austin, Inc. as Principal, whose address is 10948 E. Crystal Falls Pkwy, Leander TX 78641 and The Ohio Casualty Insurance Company, a Corporation organized under the laws of the State of NH, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Twenty-Six Thousand, Nine Hundred and Fifty And 00/100 Dollars (\$26,195.00) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Reclaim Water Irrigation and Landscaping Improvements (PICP-24-0125) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

and Surety on this obligation.

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

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

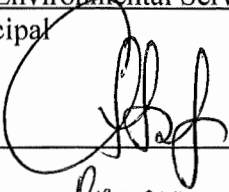
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 15th day of May, 2025

Utz Environmental Services of Austin, Inc.
Principal

By: 

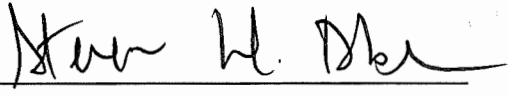
Title: PRESIDENT

Address: _____

10948 E. Crystal Falls Pkwy

Leander, TX 78641

The Ohio Casualty Insurance Company
Surety

By: 

Title: Steven W. Dobson, Attorney-in-fact

Address: _____

7900 Windrose Ave

Plano, TX 750024

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

Time Insurance Agency

1405 E. Riverside Drive, Austin, TX 78741

(Seal)



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213541 - 969219**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Patricia Ferguson, Steven W. Dobson

all of the city of Austin state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of March, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of March, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of May, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

The Ohio Casualty Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: The Ohio Casualty Insurance Company **at** 206-473-6210

Online: www.LibertyMutualSuretyClaims.com

Email: HOSCL@libertymutual.com

Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

The Ohio Casualty Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: The Ohio Casualty Insurance Company **al** 206-473-6210
En línea: www.LibertyMutualSuretyClaims.com
Correo electrónico: HOSCL@libertymutual.com
Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

May 13, 2025

Sarvesh Dhakal, P.E.
Engineer
201 N. Brushy Street
Leander, Texas 78646

RE: Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Reclaim Water Irrigation and Landscaping
Improvements
App. No.: PICP-24-0125
Final Cost Certification

Dear Mr. Dhakal:

Following is the information as applicable for items that will be owned and maintained by the City within
this project:

Final Plat Legal Name as Recorded: Travisso Phase 4, Sections 7-8 & Phase 5 Sections 3.
Name on Approved Construction Documents: Travisso Phase 4, Sections 7-8 & Phase 5, Section 3
Reclaim Water Irrigation and Landscaping Improvements
Name on Bank Bond for Fiscal Posting: Travisso Phase 4, Sections 7-8 & Phase 5, Section 3 Reclaim
Water Irrigation and Landscaping Improvements (PICP-24-0125)

COST SUMMARY

Reclaimed Water Irrigation Improvements:	\$	261,950.00
TOTAL	\$	261,950.00

MAINTENANCE BOND

Total Improvements:	\$	261,950.00
Maintenance Bond (10%)	\$	26,195.00

INSPECTION FEES

Inspection fees for this project were calculated based on a cost of \$0.25 per linear foot of irrigation line. Inspection fee cost calculations are shown below:

Irrigation Lines Proposed at Submittal	30,482 LF
Irrigation Lines Installed	30,482 LF
Inspection Fees Owed to City (\$0.25/LF)	\$ 7,620.50
Inspection Fees Paid at Submittal	\$ 7,620.50
Inspection Fees Owed to City	\$ 0.00

ENGINEER'S CONTACT INFORMATION

Aimee Chavez, P.E.
Pape-Dawson Consulting Engineers, LLC.
10801 N. Mopac Expressway. Building 3, Suite 200
Austin, TX 78759
achavez@pape-dawson.com
(512) 454-8711

Please call if you have any questions.

Sincerely,
Pape-Dawson Consulting Engineers, LLC.
Texas Board of Professional Engineers, Firm Registration # 470



Aimee Chavez, P.E.
Associate Vice President



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

STATE OF TEXAS
COUNTY OF Williamson

Date: May 15, 2025

Developer: Pape-Dawson / Travis County Municipal Utility District No. 19

Contractor/Material
Provider ("Affiant"): Utz Environmental Services of Austin, Inc

Project: Travisso Phase 4 Sections 7-8 & Phase 5 Section 3 Reclaim Water Irrigation and
Landscaping Improvements (PICP-24-0125)

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

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

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

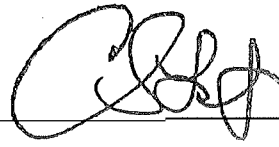
SUBSCRIBED AND SWORN TO BY Affiant on this 15th day of May, 2025.

Initialed: CW

PAGE 1 of 2

AFFIANT:

Signature: _____



Typed Name: Chris L Utz

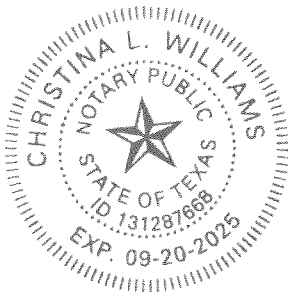
Title: President

STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Chris L Utz, 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 15th day of May 2025

[S E A L]



Christina L Williams

Notary in and for the State of Texas

Name: Christina L Williams

My commission expires: 9/20/25

Initialed: Cu



EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

Approval of Change Order No.1 for the Roadway Rehabilitation Fiscal Year 2025 project with Asphalt Inc., LLC dba Lone Star Paving Company for the addition of rehabilitation to a section of northbound Ronald Reagan Boulevard, increasing the current contract by \$347,713.50 for a new total of \$1,758,933.05; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On June 5, 2025, the construction contract for the Roadway Rehabilitation Fiscal Year 2025 project was awarded to Asphalt Inc., LLC dba Lone Star Paving Company for the amount of \$1,411,219.55. Project work included rehabilitation of 8.8 lane miles of City of Leander roadways. Selected roadways were based on the severity and extent of the distress observed by Public Works staff and identified in the pavement condition assessment performed by Applied Research Associates (ARA) in 2020 and 2021.

This change order request adds rehabilitation work on a section of northbound Ronald Reagan Boulevard. The overall condition of Ronald Reagan Boulevard has deteriorated significantly in recent years, requiring frequent patching and sealing operations. Notably, the northbound lanes north of FM 2243 are in particularly poor condition, with numerous failure spots that impact ride quality and safety. The selected section for rehabilitation, north of CR 264 to the South Fork San Gabriel River, exhibits widespread pavement distress and larger failure spots. Considering the speed, traffic, and scale of the repairs needed, completing this work with in-house crews is not feasible nor safe. Therefore, staff is requesting to have this section done by a contractor to improve safety in the area by issuing a change order in the existing roadway rehabilitation contract. Rehabilitation work includes a 2-inch mill and overlay of full pavement width with various full-depth repairs.

Original Total Contract Price	\$1,411,219.55
Change Order No. 1 (24.64% of Original Contract)	\$ 347,713.50
New Total Contract Price	\$1,758,933.05

HISTORY/TIMELINE:

06/05/2025 - City Council awarded Solicitation CIPS25-007 in the amount of \$1,411,219.55.

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>	\$347,713.50
<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. Location Map-NB Ronald Reagan Boulevard Rehabilitation
2. Change Order 1



Name of Map: NB Ronald Regan Blvd - 360 LF South from Vista Height Dr. (Ronald Regan Church) to S. Fork San Gabriel Bridge (4,065 LF - 0.77 MI)

0 0.03 0.06 0.12 Miles

CHANGE ORDER NO.: 1

Owner: City of Leander Owner's Project No.: PW25-PW-02
Engineer: N/A Engineer's Project No.: N/A
Asphalt Inc., LLC dba Lone Star
Contractor: Paving Company Contractor's Project No.: CIPS25-007
Project: City's Roadway Rehabilitation FY 2025
Contract Name: P25-PW-02-LSP-CIPS25-007
Date Issued: June 5, 2025 Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

Addition of rehabilitation of North bound Ronald Regan Blvd. from north of CR 264 to S Fork San Gabriel River. No change in total contract time.

Attachments:

1. Change order pricing and project location.

Change in Contract Price

Original Contract Price:
\$ 1,411,219.55
Increase from previously approved Change Orders:
\$ 0
Contract Price prior to this Change Order:
\$ 1,411,219.55
Increase this Change Order:
\$ 347,713.50
Contract Price incorporating this Change Order:
\$ \$1,758,933.05

Authorized by Owner

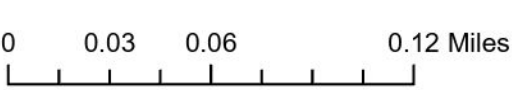
By: _____
Title: _____
Date: _____

Accepted by Contractor

Michael Crum  Digitally signed by Michael Crum
DN: cn=C-US, email=mc@paving.com, o=Lone Star Paving
Company, ou=Paving Division, c=US, email=Michael.Crum
@LSP, 2025.07.16.14.01.15+0000

Sr. Project Manager

7/16/2025



Name of Map: NB Ronald Regan Blvd - 360 LF South from Vista Height Dr.
(Ronald Regan Church) to S. Fork San Gabriel Bridge
(4,065 LF - 0.77 MI)

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11675 JOLLYVILLE RD, SUITE 150
AUSTIN, TX 78759

Phone #

(512) 428-5778

City of Leander

Date	Estimate No.
7/14/2025	54753

Project

COL Roadway Rehab FY 2025

Description	Qty	U/M	UNIT PRICE	Total
REVISED UNIT PRICES FOR NB Ronald Reagan Blvd Vista Heights (Chruch) to S Fork San Gabriel River				
ADDITIONS TO THE CONTRACT				
340 DENSE GRADED HOT MIX ASPHALT TYPE C (2" THICK)	17,088.00	SY	\$14.00	\$239,232.00
351 FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	711.00	SY	\$53.50	\$38,038.50
354 PLANING AND TEXTURING ASPHALT PAVEMENT (2")	17,088.00	SY	\$2.00	\$34,176.00
500 MOBILIZATION/DEMOBILIZATION	1.00	LS	\$5,000.00	\$5,000.00
502 BARRICADES, SIGNS AND TRAFFIC HANDLING	1.00	LS	\$9,000.00	\$9,000.00
666 REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	3,417.00	FT	\$1.00	\$3,417.00
666 REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	4,357.00	FT	\$1.00	\$4,357.00
666 REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	1,077.00	FT	\$1.00	\$1,077.00
666 REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	833.00	FT	\$2.00	\$1,666.00
672 REFL PAV MRKR TY II A-A	50.00	EA	\$10.00	\$500.00
Officer Reinburstment	1.00	LS	\$11,250.00	\$11,250.00

NOTE: PRICING EXCLUDES TRAFFIC CONTROL, FLAGGERS, UNIFORMED POLICE OFFICERS, DAMAGE TO FIBER OPTIC CABLES, UNDERGROUND UTILITIES AND ANY UNDERGROUND OBSTRUCTIONS. PRICING EXPIRES in 30 days

Total ADD

\$347,713.50

THIS PROPOSAL IS VALID FOR 30-DAYS FROM PROPOSAL DATE. IF NOT ACCEPTED WITHIN 30-DAYS OF PROPOSAL DATE, REVISED PRICES WILL HAVE TO BE SUBMITTED. PRICING IS GOOD IF ALL WORK IS ACCEPTED AT PROPOSED PRICING. NEW PRICING IS REQUIRED IF ANY SCOPE ABOVE IS CHANGED.

Estimator
Michael Crum
michae@lspaving.com
512-993-9079

Terms & Conditions

LONE STAR PAVING WILL EXECUTE ONLY THOSE ITEMS OF WORK LISTED IN THE "SCOPE OF WORK" ABOVE. ANY ADDITIONAL ITEMS OF WORK WILL REQUIRE A WRITTEN CHANGE ORDER IN ADVANCE. LONE STAR PAVING IS NOT RESPONSIBLE FOR DRAINAGE ISSUES ON SLOPES LESS THAN 2%. ALL QUANTITY OVERRUNS WILL BE VERIFIED IN PLACE UPON COMPLETION AND BILLED AT UNIT PRICES SHOWN ABOVE.

Terms & Conditions

All agreements must be made in writing. Asphalt paving standards for newly constructed areas are proposed to comply with the Texas Department of Transportation hot mix standards. Other paving specifications must be specifically outlined. All permits and fees are excluded unless otherwise noted. Lone Star Paving is not responsible for utility lines less than 12 inches deep. Lone Star Paving will carry Workers Compensation, General Liability and Auto Insurance for labor provided in the performance of this contract. The amounts included in this estimate are based on information provided and are subject to change if new information is provided or differing site conditions are encountered. The contractor is responsible for the paving surface. From time to time, the paving surface may have areas whereby additional hot mix must be applied to achieve desired results, the fees for these additional amounts of materials will be discussed and agreed to prior to commencement of work. All changes in the scope of the work must be agreed prior to the commencement of work. Fees for our services are due 30 days from the date of the invoice. Payments should be remitted to Asphalt Inc., LLC d/b/a Lone Star Paving, PO Box 200608, Austin, Tx 78720. Interest shall accrue for all amounts past due at the rate of eighteen percent (18%) compound interest per annum or highest legal limit. The Contractor agrees to pay reasonable attorney fees, expert fees, all costs of court, and any other expenses incurred by Asphalt Inc in the collection of any sums due under the performance of this contract. The venue for any legal action under this contract shall be Bexar County, Texas. The parties expressly agree to waive the right to a jury trial. Pricing based on a mutually agreeable contract.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Payment will be made as outlined above.

Accepted by: _____

Date: _____

Title: _____

Company Name: _____



EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

Approval of an Interlocal Agreement by and between the City of Leander and the Williamson County and Cities Health District (WCCHD) providing for the continuation of sharing public information to combat the spread of communicable diseases in Williamson County.

BACKGROUND:

This Agreement sets forth the terms and conditions pursuant to which the Williamson County and Cities Health District (WCCHD) will share data with the City. At the request of the city, WCCHD will share with the City data within WCCHD's possession, including protected health information (PHI), on an ongoing basis regarding all prior and prospective cases of patients exposed to, suspected, or confirmed to have a communicable disease, including COVID-19. The City will only use the data shared for the purposes of controlling and preventing disease.

The City will comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated thereunder, and any applicable state confidentiality laws.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Randall Malik, Economic Development Director

Fiscal Impact

Attachments:

1. ILA Public Health Data Sharing Agreement with Exhibit A

**INTERLOCAL AGREEMENT
BETWEEN WILLIAMSON COUNTY AND
THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
FOR PUBLIC HEALTH DATA SHARING**

This Interlocal Agreement (hereinafter referred to as the “Agreement”) is made and entered into by and between THE CITY OF LEANDER, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as the “City”), and the WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, a political subdivision of the State of Texas (hereinafter referred to as “WCCHD”). WCCHD and the County are herein referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act, allows WCCHD and the City to contract with one another to perform governmental functions and services.

WHEREAS, WCCHD and the City, each are a "public health authority" as defined by the privacy rules adopted pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”).

WHEREAS, pursuant to the Texas Health and Safety Code, Chapter 121, Texas Local Public Health Reorganization Act, WCCHD is a public health district that performs public health functions on behalf of its members, including the city.

WHEREAS, on March 13, 2020, Greg Abbott, Governor of Texas, issued a disaster proclamation certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas, and the disaster proclamation has been renewed for subsequent 30-day periods.

WHEREAS, during the pendency of the COVID-19 disaster proclamation, WCCHD has received data and information regarding the occurrence of COVID-19 within Williamson City, including protected health information (PHI) as defined by the HIPAA privacy rules.

WHEREAS, during the pendency of the COVID-19 disaster proclamation, the Parties have cooperated to share public health information regarding COVID-19, including PHI.

WHEREAS, the Parties anticipate that sharing of public health information, including PHI, will continue to be necessary after the termination of the COVID-19 disaster proclamation.

WHEREAS, the Parties desire to contract with each other for sharing public health information regarding communicable diseases.

WHEREAS, Section 81.046 of the Texas Health & Safety Code establishes the confidentiality of information regarding communicable diseases that is reported to a public health district.

WHEREAS, for some of its functions, WCCHD is a Covered Entity as defined by the HIPAA privacy rules and Chapter 181 of the Texas Health & Safety Code and is committed to complying with the HIPAA privacy rules and the Texas Health & Safety Code.

WHEREAS, the Parties hereby make a determination that entering into this Agreement would be mutually beneficial and not detrimental to the Parties.

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

1. AUTHORITY

This Agreement is entered into by and between the Parties pursuant to the authority contained in Texas Government Code, Chapter 791, Texas Interlocal Cooperation Act. The provisions of Chapter 791 of the Government Code are incorporated into this Agreement, and this Agreement shall be interpreted in accordance with the Act.

2. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

Data includes information regarding possible or suspected individuals with a communicable disease, including, without limitation, COVID-19. This may include direct identifiers and includes, but is not limited to:

- a) Dates of treatment, admission, and discharge,
- b) Name and address,
- c) Birth date, date of death,
- d) Age,
- e) Telephone numbers, fax numbers,
- f) Electronic mail addresses,
- g) Results of any tests administered,
- h) Symptoms,
- i) Treatment provided, and
- j) Other personal identifiers.

Commercial Purposes: The sale, lease, license, or other transfer of the Data to a for-profit organization or an insurance company and shall also include uses of the Data by any organization, to perform contract research, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Data to a for-profit organization.

3. TERM

3.1 The initial term of this Agreement shall be for three (3) years from the effective date hereof. After that initial term, this Agreement shall automatically renew for successive terms of three (3) years each with such renewals to occur on the expiration date of the preceding term.

3.2 It is understood and expressly acknowledged by the Parties that Subsection 3.1 is subject to the provisions for early termination contained in Section 6.1 herein, and that this Agreement may be terminated for cause or convenience by either of the Parties in accordance with Section 6 herein, and that such termination may be effected at any time during the initial term or any successive renewal terms.

4. AGREEMENTS AND OBLIGATIONS OF THE PARTIES

4.1 This Agreement sets forth the terms and conditions pursuant by which WCCHD will share Data with the City.

4.2 At the request of the city, WCCHD will share with the City, Data within WCCHD's possession, including protected health information (PHI), on an ongoing basis regarding all prior and prospective cases of patients exposed to, suspected, or confirmed to have a communicable disease, including COVID-19.

4.3 The city will only use the Data shared pursuant to this Agreement for the purposes of controlling and preventing disease.

4.4 The Data shall not be used for any Commercial Purposes.

4.5 The City agrees to use appropriate data security measures and other safeguards to prevent the inappropriate use or disclosure of the Data in accordance with relevant laws and this Agreement. The parties hereby incorporate the terms of the Business Associate Agreement included as Attachment A.

4.6 The Parties agree to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C, and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated thereunder, and any applicable state confidentiality laws.

4.7 Pursuant to Tex. Health & Safety Code § 181.006, PHI is not public information subject to disclosure under the Texas Public Information Act ("TPIA") found in Chapter 552 of the Texas Government Code. WCCHD and the City agree that the sharing of Data is an intergovernmental transfer of information, and not the release of public information.

4.8 If either Party receives a request for the Data, including a subpoena or a TPIA request, it must inform the other Party within three days and at least five days before responding

to the request.

4.9 The Parties agree that there will be no payment to each other for labor services, expenses or any costs for the work to be performed under this Agreement. Each Party shall be responsible for its own costs and expenses, and neither Party shall be entitled to payment or reimbursement from the other Party for its services, provided however, the Parties will work together as necessary to obtain any available governmental reimbursement for services or projects under this Agreement, including reimbursement that may need to flow through one Party to the other.

4.10 The Parties' obligations to protect Data provided under, or in accordance with, this Agreement shall survive the termination of this Agreement.

5. LIABILITY

5.1 The Parties expressly agree that nothing in this Agreement adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law. The Parties expressly agree that, in the execution of this Agreement, neither Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

6. TERMINATION AND SUSPENSION

6.1 Either Party 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 the other Party.

7. NOTICE

7.1 All notices, demands and requests, including invoices which may be given or which are required to be given by either Party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below:

If to the City of Leander, Texas:

Name: Attn: City Manager
Address: 105 Brushy St.
Leander, Texas 78641

If to WCCHD:

Name: Amber Erickson, Executive Director
Address: 355 Texas Ave.
Round Rock, Texas 78664

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

8. DISPUTE RESOLUTION

8.1 If a dispute or claim arises under this Agreement, the Parties agree to first try to resolve the dispute or claim by appropriate internal means, including referral to each Party's senior management. If the Parties cannot reach a mutually satisfactory resolution, then any such dispute or claim will be sought to be resolved with the help of a mutually selected mediator. If the parties cannot agree on a mediator, WCCHD and City shall each select a mediator, and the two mediators shall agree upon a third mediator. Any costs and fees, other than attorney fees, associated with the mediation shall be shared equally by the Parties.

8.2 WCCHD and City 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.

9. MISCELLANEOUS PROVISIONS

9.1 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to, or shall, create any rights in any person, firm, corporation, or other entity not a party hereto, and no such person or entity shall have any cause of action hereunder.

9.2 No Other Relationship. No term or provision in this Agreement is intended to create a partnership, joint venture, or agency arrangement between the Parties.

9.3 Current Revenues. Pursuant to Section 791.011(d)(3) of the Texas Government Code, each Party performing services or furnishing services pursuant to this Agreement shall do so with funds available from current revenues of the Party.

9.4 Amendment. Amendment of this Agreement may only be by mutual written consent of the Parties.

9.5 Governing Law and Venue. The Parties agree that this Agreement and all disputes arising thereunder shall be governed by the laws of the State of Texas, and that exclusive venue for any action arising under this Agreement shall be in Williamson County, Texas.

9.6 Force Majeure. Notwithstanding any other provisions of this Agreement to the contrary, no failure, delay or default in performance of any obligation hereunder shall constitute an event of default or a breach of this Agreement if such failure to perform, delay or default arises out of causes beyond the control and without the fault or negligence of the Party otherwise chargeable with failure, delay or default; including but not limited to acts of God, acts of public enemy, civil war, insurrection, riots, fires, floods, explosion, theft, earthquakes, natural disasters or other casualties, strikes or other labor troubles, which in any way restrict the performance under this Agreement by the Parties.

9.7 Entire Agreement. This Agreement constitutes the entire agreement of the Parties regarding the subject matter contained herein. The Parties may not modify or amend this Agreement, except by written agreement approved by the governing bodies of each Party and duly executed by both Parties.

9.8 Approval. This Agreement has been duly and properly approved by each Party's governing body and constitutes a binding obligation on each Party.

9.9 Assignment. Except as otherwise provided in this Agreement, a Party may not assign this Agreement or subcontract the performance of services without first obtaining the written consent of the other Party.

9.10 Non-Appropriation and Fiscal Funding. The obligations of the Parties under this Agreement do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that either Party shall have the right to terminate this Agreement at the end of either Party's fiscal year if the governing body of Party does not appropriate sufficient funds as determined by Party's budget for the fiscal year in question. Party may effect such termination by giving other the other Party written notice of termination at the end of its then-current fiscal year.

9.11 Non-Waiver. A Party's failure or delay to exercise a right or remedy does not constitute a waiver of the right or remedy. An exercise of a right or remedy under this Agreement does not preclude the exercise of another right or remedy. Rights and remedies under this Agreement are cumulative and are not exclusive of other rights or remedies provided by law.

9.12 Paragraph Headings. The various paragraph headings are inserted for convenience of reference only, and shall not affect the meaning or interpretation of this Agreement or any section thereof.

9.13 Severability. The Parties agree that in the event any provision of this Agreement is declared invalid by a court of competent jurisdiction that part of the Agreement is severable and the decree shall not affect the remainder of the Agreement. The remainder of the Agreement shall be and continue in full force and effect.

9.14 Open Meetings Act. The Parties hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

9.15 Compliance with All Laws. The Parties agree and will comply with any and all local, state or federal requirements with respect to this Agreement.

9.16 Counterparts. This Agreement may be executed in multiple counterparts which, when taken together, shall be considered as one original.

9.17 Effective Date. This Agreement is made to be effective on the latest date accompanying the signatures below.

APPROVED by the City of Leander, Texas, and Cities Health District in its meeting held on the ____ day of _____, 2025, and executed by its authorized representative.

WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT

By: _____
Amber Erickson, Executive Director

Date Signed: _____

APPROVED by the Commissioners Court of Williamson County in its meeting held on the ____ day of _____, 2025, and executed by its authorized representative.

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

ATTEST:

By: _____
Dara Crabtree, City Secretary

Date Signed: _____

ATTACHMENT A

HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“Agreement”) is entered into between Williamson County & Cities Health District (“Covered Entity”) and The City of Leander, Texas (“Business Associate”) (collectively, the “Parties”), effective as of the Effective Date.

1. Business Associate(s) Obligations. Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, protected health information (“PHI”) and electronic protected health information (“EPHI”). All references to PHI herein shall be construed to include EPHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that would violate the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”) if the PHI were used or disclosed by Covered Entity in the same manner.

2. Use of PHI. Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) for the purposes described in Section 2.1, (ii) for Data Aggregation Services (as hereinafter defined), and (iii) as necessary for the proper management and administration of Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Use, creation and disclosure of de-identified health information, as that term is defined in 45 CFR § 164.514, by Business Associate is permitted.

2.1 Covered Entity and Business Associate agree that the PHI contemplated under this Agreement will be utilized for the following purposes:

- (i) Conducting disease and outbreak investigations;
- (ii) Estimating disease case counts and incidence rates;
- (iii) Analyzing disease data to monitor trends;
- (iv) Conducting research to determine factors for disease; and
- (v) Monitoring those individuals who are affected by a communicable disease.

2.2 Oral or written presentations containing or derived from PHI from Covered Entity and that are intended for release or disclosure to the public, including but not limited to compilations, intended publications, articles, or studies of the results of any analyses completed by Business Associate, or at the direction of Business Associate, will be submitted by Business Associate to Covered Entity for review and approval prior to release or publication of the same. This Section 2.2 does not apply to oral or written presentations containing only (i) aggregate data concerning health conditions required to be reported by applicable statutes or regulations, or (2) de-identified health information, as that term is defined in 45 CFR § 164.514.

3. Disclosure of PHI. Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third-party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law.

3.1 Business Associate shall not and shall provide that its directors, officers, employees, subcontractors, and agents, do not disclose PHI to any other person (other than members of their respective workforce as specified in subsection 3.1(ii) below), unless disclosure is required by law or authorized by the person whose PHI is to be disclosed. Any such disclosure other than as specifically permitted in the immediately preceding sentences shall be made only if such disclosee has previously signed a written agreement that:

- (i) Binds the disclosee to the provisions of this Agreement pertaining to PHI, for the express benefit of Covered Entity, Business Associate and, if disclosee is other than Business Associate, the disclosee;
- (ii) Contains reasonable assurances from disclosee that the PHI will be held confidential as provided in this Agreement, and only disclosed as required by law for the purposes for which it was disclosed to disclosee; and
- (iii) Obligates disclosee to immediately notify Business Associate of any breaches of the confidentiality of the PHI, to the extent disclosee has obtained knowledge of such breach.

3.2 Business Associate shall not disclose PHI to any member of its workforce and shall provide that its subcontractors and agents do not disclose PHI to any member of their respective workforces, unless Business Associate or such subcontractor or agent has advised such person of Business Associate's obligations under this Agreement, and of the consequences for such person and for Business Associate or such subcontractor or agent of violating them. Business Associate shall take and shall provide that each of its subcontractors and agents take appropriate disciplinary action against any member of its respective workforce who uses or discloses PHI in contravention of this Agreement.

3.3 In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent commercially practical, harmful effects that are known to Business Associate and are the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.

4. Access to and Amendment of PHI. Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity; and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within seven (7) days of such request and shall make any amendment requested by Covered Entity within twenty (20) days of the later of (a) such request by Covered Entity or (b) the date as of which Covered Entity has provided Business Associate with all information necessary to make such amendment. Business Associate may charge a reasonable fee based upon Business Associate's labor costs in responding to a request for electronic information (or the fee approved by the Texas Medical Board for the production of non-electronic media copies). Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such requests and statements in response to denials of such requests to the Designated Record Set, as requested by Covered Entity.

5. Accounting of Disclosures. Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR § 164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision.

6. Records and Audit. Business Associate shall make available to the United States Department of Health and Human Services (HHS) or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or the requirements of any other health oversight agency, in a time and manner designated by the Secretary.

7. Implementation of Security Standards; Notice of Security Incidents. Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§164.308, 164.310, 164.312 and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act.

Furthermore, to the extent feasible, Business Associate will use commercially reasonable efforts to secure PHI through technology safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the scope of the Security Incident, Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known.

8. Data Breach Notification and Mitigation.

8.1 HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting to Covered Entity of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. § 164.402. Specifically, a breach is an unauthorized acquisition, access, use or disclosure of unsecured PHI, including EPHI, which compromises the security or privacy of the PHI/EPHI. A breach compromises the security or privacy of PHI/EPHI if it poses a significant risk of financial, reputational, or other harm to the individual whose PHI/EPHI was compromised (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. § 164.404, as described below in this Section 8.1, governs the determination of the date of discovery of a HIPAA Breach. In the event of any conflict

between this Section 8.1 and the Confidentiality Requirements, the more stringent requirements shall govern.

8.2 Discovery of Breach. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than five (5) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of Business Associate.

8.3 Reporting a Breach. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. § 164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) Business Associate, Business Associate will provide Covered Entity with:

- (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address);
- (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery;
- (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, addressees), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information);
- (iv) a brief description of what Business Associate has done or are doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and
- (v) appoint a liaison and provide contact information for same so that Covered Entity may ask questions or learn additional information concerning the HIPAA Breach.

Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.

9. Termination.

9.1 This Agreement shall commence on the Effective Date.

9.2 Upon the termination of the applicable Business Arrangement, either Party may terminate this Agreement by providing written notice to the other Party.

9.3 Upon termination of this Agreement for any reason, Business Associate agrees:

- (i) to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or the agents of Business Associate. Business Associate agrees that all paper, film, or other hard copy media shall be shredded or destroyed such that it may not be reconstructed, and EPHI shall be purged or destroyed concurrent with NIST Guidelines for media sanitization at <http://www.csrc.nist.gov/>; or
- (ii) in the case of PHI which is not feasible to “return or destroy,” to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.

10. Miscellaneous.

10.1 Notice. All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; (iii) overnight delivery service with proof of delivery; or (iv) facsimile with return facsimile acknowledging receipt. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

Covered Entity:

Williamson County & Cities Health District
Attn: Executive Director, Health Authority
355 Texas Avenue
Round Rock, Texas 78664

Business Associate:

City of Leander
Attn: City Manager
105 Brushy St.
Leander, Texas 78641

10.2 Waiver. No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

10.3 Assignment. Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

10.4 Severability. Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

10.5 Entire Agreement. This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

10.6 Governing Law. Both Parties agree that Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas. Both Parties expressly consent to the jurisdiction of the state and federal courts located in Texas. The Parties further agree that the exclusive venue for the resolution of any dispute relating to the subject matter of this agreement shall be in the state courts located in Williamson County, Texas and in the federal courts in Travis County, Texas.

10.7 Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.

10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

10.9 Definitions. For the purposes of this Agreement, the following definitions shall apply:

- (i) “*Business Associate(s)*” shall have the meaning given to the term “Associate” under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- (ii) “*Covered Entity*” shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 160.103.
- (iii) “*Data Aggregation Services*” shall mean the combining of PHI or EPHI by Business Associates with the PHI or EPHI received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of, payment to, and treatment of patients by the respective covered entities.
- (iv) “*Electronic Protected Health Information*” or “*EPHI*” shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 CFR Parts 160, 162, and 164, and under HITECH.
- (v) “*Privacy Rule*” shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160, 162 and 164.
- (vi) “*Security Rule*” shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.
- (vii) “*Protected Health Information*” or “*PHI*” means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR Section 164.501. [45 CFR §§160.103 and 164.501.
- (viii) The Health Information Technology for Economic and Clinical Health (“HITECH”) Act shall mean Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5). The U.S. Department of Health and Human Services (“HHS”) interim final rule at 74

Fed. Reg. 42,740 implements the security breach notice provisions of HITECH.

- (ix) Any other capitalized term not otherwise defined in this Section 13.10 or this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable.

IN WITNESS THEREOF, the parties hereto have duly executed the Agreement as of the latest date set forth below ("Effective Date").

FOR COVERED ENTITY:

WILLIAMSON COUNTY & CITIES HEALTH DISTRICT

By: _____
Amber Erickson, Executive Director

Date

FOR BUSINESS ASSOCIATE:

THE CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

Attest: _____
Dara Crabtree, City Secretary

Date



EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

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 due to City staff publication error.]*

BACKGROUND:

This first step in the zoning process must be postponed because City staff failed to provide the mandatory legal notice to the newspaper in time to meet the statutory public notice requirements. City staff published a notice in the June 19 edition of the Hill Country News and advertised for a June 26 Planning & Zoning Commission meeting. This time frame does not meet the statutory requirements for a public hearing. A new notice with the correct dates for the public hearings has been published that adheres to the public hearing and notice requirements provided under Article X, Section 3(d)(1) of the Composite Zoning Ordinance. The error did not cause a delay in the project since there are five (5) Thursdays in July. The date of the final reading at City Council remained the same. The schedule for the case is listed below:

06/26/2025 Planning & Zoning Commission, 1st Public Hearing
08/21/2025 City Council, 2nd Public Hearing & 1st Reading of the Ordinance
09/04/2025 City Council, Final Reading of the Ordinance

HISTORY/TIMELINE:

02/04/2021 – PUD Approved
09/12/2023 – PUD Minor Amendment Approved
06/26/2025 – Planning & Zoning, 1st Public Hearing, postponed

APPLICANT/AGENT:

REIT Group Leander Springs Holdings, LLC. (Ravinder Katta).

RECOMMENDATION:

PRESENTER:

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

Attachments:



EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

Discuss and consider action on the Second Reading of an Ordinance regarding Ordinance Case OR-25-0030 to amend the Composite Zoning Ordinance to adopt standards and a permitting process associated with Micro-Trenching, and to provide for related matters; Williamson and Travis Counties, Texas. *[Postponed until August 21, 2025, to allow City staff time to evaluate comments provided by the private sector.]*

BACKGROUND:

This request is the final step in the ordinance process. The city is actively working to improve telecommunication infrastructure standards and installation options to assist in providing reliable telecommunication services to the community. Over time, technology has changed and new means of providing service have been developed. The City has seen an increase in requests for the option to micro-trench for the installation of telecommunication utilities.

Current options for installing conduit and fiber include the following:

1. **Open Trench Construction:** This installation type involves construction of a trench in city right-of-way (ROW) or a Public Utility Easement (PUE) along the planned path for the conduit or cables. The conduit and fiber infrastructure are placed at the bottom of the trench, then the infrastructure is buried, and the area is re-vegetated. This method is the most common means of installation.

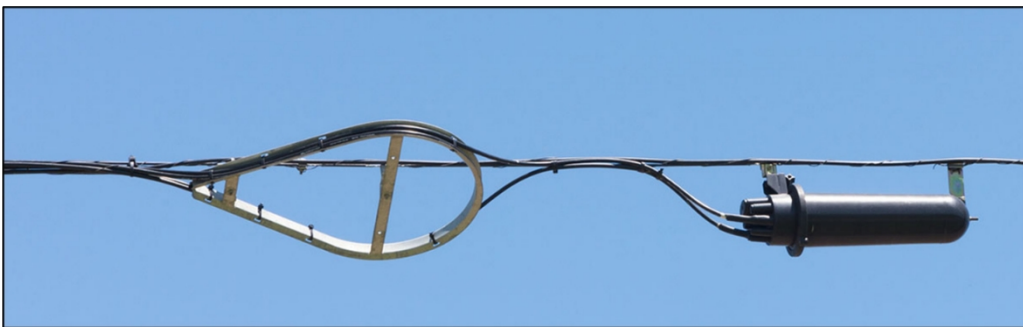


2. **Bore Construction:** This type of installation is trenchless and involves drilling a borehole along a planned path to install conduit. The cables are then pulled through the conduit. This method reduces disturbance to existing roadway and utility infrastructure and vegetation.





3. **Aerial Construction:** This type of installation includes over-lashing cables along existing poles within the city.



Micro-Trenching is a technique used to lay cables in a narrow and shallow trench cut into roads and other surfaces. The trench is cut close to the seam where the road meets the curb. Once the line is laid, the trench is filled and the seam is sealed to protect the line while restoring the integrity of the road surface. Staff has received feedback from providers that this technique is more efficient and will increase the availability of fiber to residents.



After reviewing the micro-trenching option for installing telecommunication infrastructure, staff has the following concerns:

1. Micro-Trenching would increase the number of cuts in the pavement and could cause deterioration.
2. This technique allows for faster installation of infrastructure and could result in an increase in the number of permits. Staff may need to be augmented to support the demand.
3. The increase in the number of projects could present challenges from an inspection standpoint. Additional staff may be needed to aid in inspections and monitoring of the installation.
4. Line locations may become challenging.
5. Micro-Trenching could impact future roadway rehabilitation projects. Repairs, including mill and overlay, could damage or remove the infrastructure and cause interruption of service for customers.
6. Service water lines to houses could be damaged at the time of Micro-Trenching.

In an effort to address the above concerns while allowing micro-trenching as an installation option, staff has developed the following Micro-Trenching standards:

1. **Number of Trenches** – The number of trenches shall be limited to one (1) trench per side of roadway. At the time of installation, the service provider will need to trench both sides of the roadway to provide service. This requirement would only allow one provider per street.
2. **Trench Dimensions**– The trench shall be limited to:
 - a. 2.5 inches maximum width
 - b. 10 to 18 inches maximum depth along Local and Collector Roadways
 - c. 12 to 18 inches maximum depth along Arterial Roadways

3. **Restoration after Installation** – After the installation is completed, the area needs to be restored with 1,000-1,200 pounds per square inch flowable fill and asphalt crack sealant, filled the same day as installation.
4. **Warranty** – The provider shall provide a two-year (2) warranty. This warranty may be used if the restoration fails or if there is a failure adjacent to the Micro-Trench or pavement core that resulted in a pavement distress or failure.
5. **Limitations** – The following limitations shall apply:
 - a. Micro-Trenching is not allowed on roadways under warranty. When new streets are constructed and accepted by the City, the developer provides a two-year (2) warranty for their work. Allowing Micro-Trenching on roads under warranty could void the warranty. Attachment 3 includes a current map of areas that are within the two-year (2) warranty period.
 - b. Micro-Trenching is not allowed on roadways without curb and gutter. The trench for the utilities may be provided outside of the pavement in these instances.
 - c. Micro-Trenching is not allowed in concrete streets, valley gutters, or driveways.
 - d. Micro-Trenching may not be installed at perpendicular crossings.
 - e. No more than ten (10) applications per provider may be submitted for review or under construction at the same time.
6. **Effective Date** – This ordinance includes an effective date of sixty (60) days from the approval date to allow additional time for staff to update applications and the permitting software.

COMPREHENSIVE PLAN GOAL

Goal #11 – Integrated and well-planned utility infrastructure to serve desired growth

Strategy 11.1 – Continue to plan ahead of growth through integrated utility infrastructure planning.

Action 11.1.4 – Work with telecommunication providers to facilitate enhanced broadband and 5G wireless service. The importance of technology and a strong internet connection cannot be overstated and is a key element of business retention and recruitment. As became even more apparent during the 2020 COVID-19 pandemic—with more professionals working from home, virtual school, communications and transactions taking place online, and the desire to attract urban professionals to mixed-use areas—this is critical infrastructure for the masses. Work with providers on needed infrastructure locations and coordination to ensure Leander is highly competitive in this regard.

PLANNING & ZONING COMMISSION MEETING:

A representative from AT&T participated in the Planning & Zoning Commission meeting and expressed concerns about the number of trenches permitted by the ordinance and the limitation regarding the number of concurrent applications. Staff is concerned about the degradation of the roads when more trenches are added. In addition, adding more trenches could impact the original micro-trench. The new trench could cut the existing lines installed with the original trench thus causing a disruption in service.

As an option, the Council could consider allowing a second trench if the trenches are a minimum of eighteen (18) inches apart and the utility provider performs an edge mill and overlay of the road after installation. This type of repair would alleviate staff concerns regarding the degradation of the roadway.

HISTORY/TIMELINE:

01/02/2025 - City Council Workshop

05/01/2025 - Staff Update to City Council

05/08/2025 - Planning & Zoning Commission, 1st Reading of the Ordinance

06/05/2025 - City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

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

1. Approve the proposed ordinance amendments;
2. Deny the proposed ordinance amendments; or
3. Approve modifications to the ordinance standards. This modification could include allowing multiple trenches. Staff recommends that if this option is selected, there is a requirement in place that includes the provider repairing the road through an edge mill and overlay as well as placing the trenches a minimum of eighteen (18) inches apart.

Staff recommends Option 1 listed above – approve the proposed ordinance amendments. This ordinance does include a delayed effective date to allow staff additional time to update applications and checklists as well as the permitting software.

During the meeting of May 8, 2025, the Planning & Zoning Commission recommended approval. The City Council approved the ordinance during the June 5, 2025 meeting with the following changes:

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

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

PRESENTER:

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

Attachments:



EXECUTIVE SUMMARY
8/7/2025

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 (2) 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. Executed Meet and Confer Agreement 2025 07.29.2025

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.
- **Multiple Call-Out** shall mean when:
 - Officer has been cleared from prior call-out
 - Officer called back out; and
 - An additional call-out occurs more than four (4) hours from the immediately preceding call-out.
- **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 – CHIEF OF POLICE SELECTION

Section 1. Process

The Police Chief selection process will be comprehensive and managed by the City Manager and Human Resources Department as ordered by the City Council. The Association will provide input on a candidate profile used to recruit and evaluate candidates. If the City elects to utilize a candidate panel or similar session as part of the selection process, one Association board member designated by the Association President shall be included as a panel participant. In addition, the Association will be provided with the opportunity to meet finalists separately and provide its feedback which will be taken into consideration of the final selection.

ARTICLE X – 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 XI, Section 3.

ARTICLE XI – 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

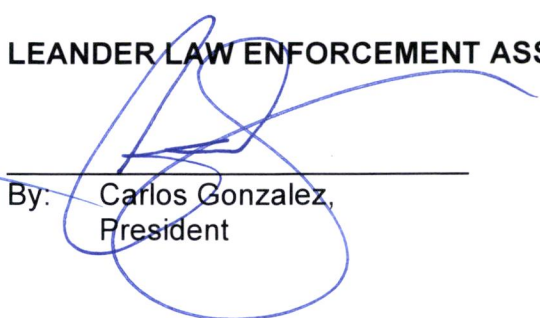
The parties agree that any dispute under this Agreement shall be brought in a court of competent jurisdiction in Williamson County, Texas, and that this Agreement shall be governed by Texas law, except for the conflict of law provisions.

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


By: Todd Parton,
City Manager

LEANDER LAW ENFORCEMENT ASSN.


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

Page 6 of 7

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
8/7/2025

AGENDA SUBJECT:

Receive presentation regarding a proposed affordable housing single-family development associated with the Preserve at Mason Creek Site Development; more particularly described as 7.675 acres $\pm$ in size out of Williamson Central Appraisal District Parcel R655944; and generally located south of Horseshoe Drive, approximately 480 feet west of S. West Drive, Leander, Williamson County, Texas and possible action to direct staff regarding next steps.

BACKGROUND:

The Housing Authority of Travis County (“HATC”) and Cascade Homes, LLC propose to partner to develop and operate an affordable housing project known as the Preserve at Mason Creek. The property is currently zoned for condo regime single-family. The Site Developments SD-22-0021 and SD-23-0070 for Preserve at Mason Creek include the development of a total of 64 residential units and private drives on one (1) lot over two (2) phases. The initial application for Phase 1 was submitted in August 2022 and Phase 2 was submitted in February 2023. Both projects have expired and been reinstated in order to remain active. The latest review of both Phase 1 and 2 projects had comments cleared in September 2024. The next steps for these projects include the applicant selecting a general contractor and requesting a pre-construction meeting to proceed with permit issuance.

In order for HATC to exercise its powers within the City of Leander to implement this proposed affordable housing project, Chapter 392, Texas Local Government Code (the “Code”) requires the City to adopt a resolution declaring a need for HATC to exercise its powers in the City and authorizing a cooperation agreement with HATC under Section 392.059 of the Code. HATC’s involvement in the project will result in the property being exempt from ad valorem taxation and would ensure a 60-year housing affordability period for the project.

The City, HATC, and Cascade Homes have discussed the cooperation agreement, or a separate agreement, including a payment in lieu of taxes (PILOT) to be paid to the City for municipal services each year that the property is tax-exempt after the 10th year. If Council directs staff to proceed with preparing the documents to authorize HATC to implement the affordable housing project in the city, staff will bring back for Council consideration the resolution authorizing HATC to exercise that authority within the City and a cooperation agreement, and any other agreement determined appropriate, addressing the terms of the PILOT and project operational and financial reporting requirements.

HISTORY/TIMELINE:

02/16/2017 – PUD Approved
12/15/2022 – PUD Addition Approved
11/17/2023 – Replat Recorded

APPLICANT/AGENT:

Cascade Homes

RECOMMENDATION:

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

1. Direct staff to bring back the resolution and cooperation and any other agreement to authorize the affordable housing project;
2. Decline to move forward; or
3. Request more information

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 Preserve at Mason Creek Affordable Housing Presentation July 2025
2. Att 2 Preserve at Mason Creek - Location Map
3. Att 3 Preserve at Mason Creek - Aerial Map



Cascade
Homes

Preserve at Mason Creek

Leander, TX

About Cascade Homes



Cascade Homes is a vertically integrated development, investment and construction company that focuses on developing single-family for rent communities in high-quality locations throughout Texas. For over 20 years, the principals of Cascade Homes have directed more than \$3 billion of investment and development including the construction of over 900 homes in addition to mixed-use, multifamily, retail and office properties.



Cascade Homes Services

Development

Cascade Homes and its principals have developed of 900 homes working with local communities to deliver high quality housing for a broad spectrum of renters and owners.



Construction

Overseeing construction of the neighborhoods allows Cascade Home to ensure homes are constructed in a high-quality manner and provides accountability to stakeholders.

Asset Management

Once completed, the principals of Cascade Homes leverage their 15 years of experience asset managing over \$3 billion of development and income producing properties to ensure neighborhoods are being maintained at the highest level.



Brian Crittendon
President & CEO



Champ Hernandez
Principal, VP of
Construction

Affordability Is A Major Issue

Affordability is an issue affecting communities nationally and regionally as well as locally in Leander.

“More than half of four-person households earning 80% or less of the median family income faced a severe shortage of homes considered affordable to them in the Austin MSA.”



“The U.S. Department of Housing considers households “cost burdened” if more than 30% of household income goes toward housing costs.”

“By that standard, 31% of American households were cost burdened in 2023, including 27% of households with a mortgage and 50% of households that rent...”



“We hear this from the school district over and over again that they have a hard time hiring teachers because they can’t afford to live here...”

Christine DeLisle

Mayor of Leander

“In an October 2024 survey, 69% of Americans said they were “very concerned” about the cost of housing, up from 61% in April 2023.”

Pew Research Center 

Pertinent Demographics Of Leander

Leander is home to a higher percentage of households (HH) that are families and lower percentages of households (HH) that earn 60% or 80% of the area median income (AMI) than the broader Austin MSA.



91%

live in family
households

+13%

vs. Austin MSA



25%

of HH earn 60%
of AMI or less

-14%

vs. Austin MSA



33%

of HH earn 80%
of AMI or less

-18%

vs. Austin MSA

The Importance Of Single-Family Home Living

Preferred Housing Type

40%

“Currently live in a detached single-family home or townhome”*

71%

“Prefer to live in detached single-family home or townhome”*

50%

“Ideal arrangement is a detached single-family home”*

**Survey conducted by RCLCO*

Space and Privacy

#1

Priority for renters when selecting single-family home over apartments*

For parents, this means less worry about disturbing others with crying babies or active kids

Fewer disturbances from neighbors’ activities, fostering a quieter, more controlled home environment

**Survey conducted by ULI*

Community and Belonging

2-5 years

Average tenure of a renter in a single-family home*

1-2 years

Average tenure of a renter in an apartment*

Stability in housing can benefit children by providing consistency in their surroundings, schools, and social circles, which are linked to better educational and emotional outcomes*

**NAR, NMHC*

***American Sociological Review*

Yard and Outdoor Space

A private yard offers children a safe, accessible place to play, which is critical for physical development and mental well-being.

The importance of outdoor play for kids, including a role in reducing obesity and improving focus, are benefits harder to achieve in apartment settings where outdoor areas, if available, are often shared and less private.*

**American Academy of Pediatrics*

Leander Home Buying Market Challenges

A significant number of families cannot afford to purchase a home in Leander and are thus forced to rent.

\$592,000

Average Sales Price
for Single-Family
Homes sold in 2nd
half of 2024*

\$325,000

Target
maximum
for HH at
80% of AMI*

\$250,000

Target
maximum
for HH at
60% of AMI

697

Number of Single-
Family Homes sold in
2nd half of 2024*

30

Sold for a
\$325,000
or less*

0

Sold for
\$250,000
or less*

Limited Single-Family Rental Home Options

There is an acute shortage of affordable single-family homes to rent in Leander.

665

Single-family homes
rented in Leander in
2nd half of 2024*

\$1,950

Average maximum rent at
Preserve at Mason Creek
for HH earning 60% of AMI

16%

Single-family homes
rented for \$1,950 per
month or less*

25%

Households in Leander
earn 60% of AMI

15

Average age of homes
rented in 2nd half of 2024
for \$1,950 or less*

0

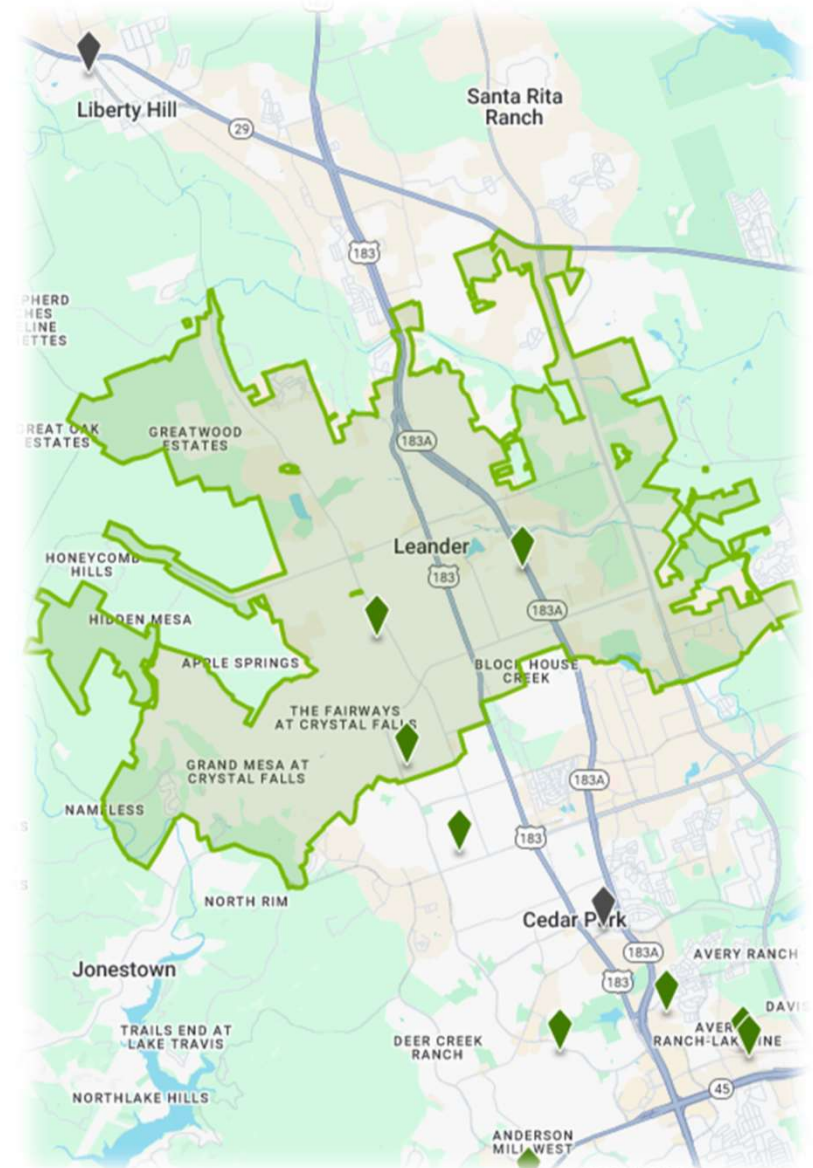
Income restricted single-
family rental
communities in Leander

*Only includes homes listed on MLS, so this does not include professionally managed single-family rental communities which are typically asking significantly higher rental rates than homes listed on MLS which are often owned by individuals. Limited to three- and four-bedroom homes.

Existing Affordable Apartments Are Insufficient

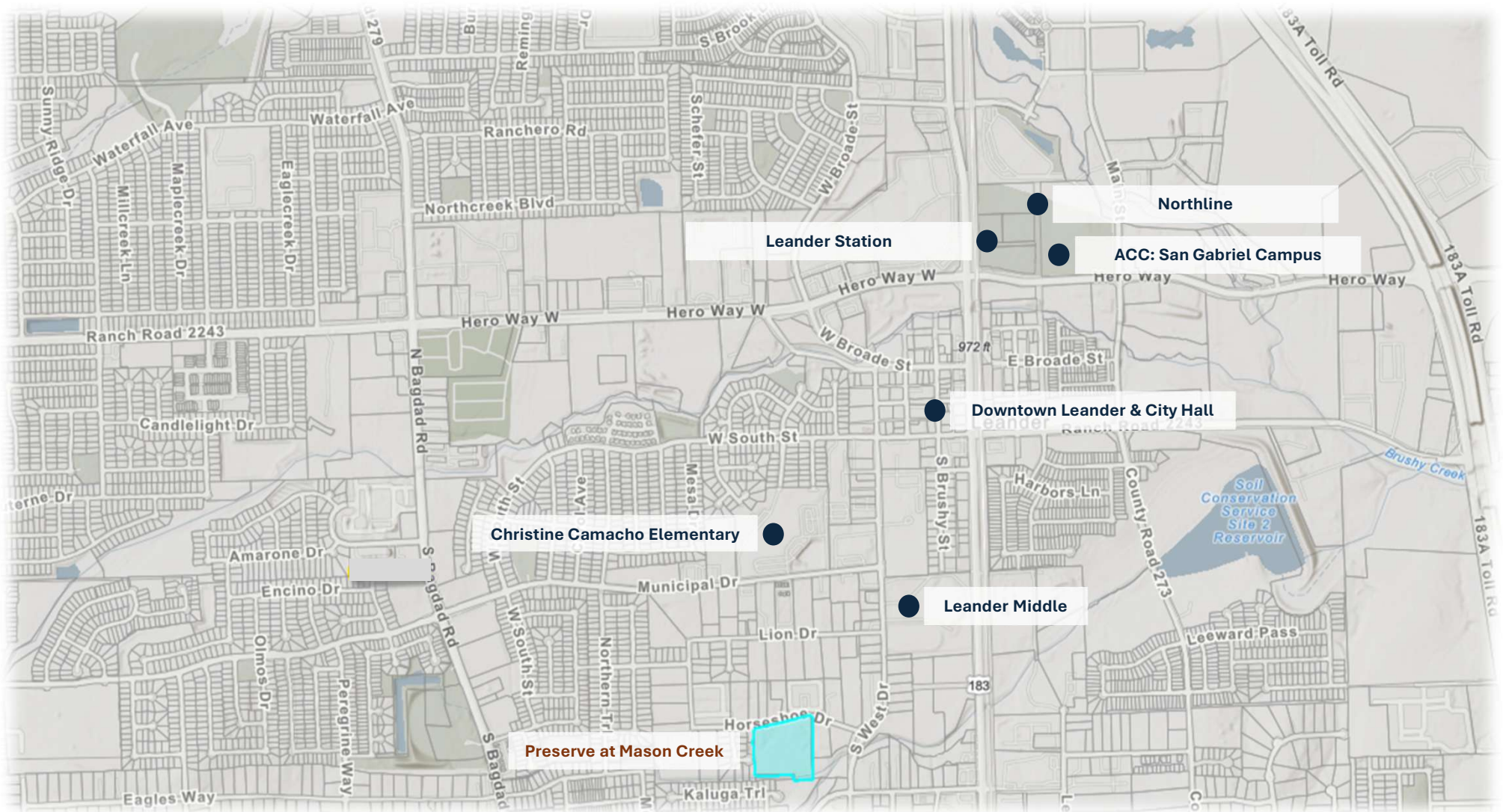
The existing stock of affordable units are low in number, older, have smaller units and do not offer single-family homes.

- Only 3 apartment communities with income restricted units are located within Leander.
- Total of 13 apartment communities are within 10 miles of downtown Leander along US 183 corridor.
- Of these 13 communities, only 6 have three-bedroom units and only 3 have four-bedroom units.
- On average these communities are 14 years old.
- None of these communities offer detached single-family homes.



Preserve At Mason Creek – Location Overview

64 three- and four-bedroom, detached single-family home rental community located on Horseshoe Drive.



Preserve At Mason Creek – Project Qualities

- 1 Detached single-family homes
- 2 Spacious 3- and 4-bedroom floorplans
- 3 High quality finishes
- 4 Same finishes market rate and income restricted
- 5 Professionally managed
- 6 Maintenance free lifestyle

Preserve At Mason Creek – Project Details

- Individual Home Amenities -

- Attached two-car garages
- Full-length driveways of 19 feet
- Private fenced backyards
- 9-foot ceilings on main level
- Wood-style plank flooring in living areas
- Quartz countertops
- Undermount sinks
- Stainless steel appliances
- Keyless entry
- Smart home package
- Open concepts
- Guest bathroom on the main level
- In-unit washer and dryer provided



- Community Amenities -

- Walkable with sidewalks throughout the community
- Tree-shaded park with seating areas
- Professional management including lawn maintenance, pest control service and repairs
- Maintenance-free lifestyle



Affordability Take-Aways

- Affordability is an issue affecting households across the area including Leander.
- Leander is comprised largely of families with fewer moderate- and lower-income households.
- There is immense value, particularly for families, in living in a single-family home.
- Moderate- and lower-income households are priced out of buying a home.
- There are limited single-family rentals priced for lower-income households.
- The surrounding “affordable housing” developments are few in number and are all garden-style apartments with smaller units.
- Preserve at Mason Creek will offer renters spacious, high-quality, functional homes with the ease of a maintenance free lifestyle.

Affordable Housing & Tax Abatement Structure



The developer/owner, an affiliate of Cascade Homes, would reserve 20% of homes for renters earning 60% of area median income and 30% of homes for renters earning 80% of area median income. Rent for those homes is limited to 30% of area median income.



Travis County Facilities Corporation, and affiliate of the Housing Authority of Travis County, would enter into a ground lease with Cascade Homes ensuring the affordability measures stay in place for a minimum of 60 years.



The City of Leander, Cascade Homes and Travis County Facilities Corporation would enter into a cooperation agreement that would provide the property a tax exemption for a period of 10 years from the completion of construction.

Comparison To Bar W East

In the Fall of 2024, the City of Leander approved a tax abatement deal that will facilitate the delivery of affordable apartments at Bar W East. This is an excellent measure that will create much needed affordable units in Leander.

	Preserve at Mason Creek	Bar W East Apartments	
Single-Family Homes	✓		Preserve at Mason Creek will have detached homes with private yards and two-car garages.
60% of AMI Component	✓		All of Bar W East's rent restricted units are reserved for residents making 80% of AMI. There is not a 60% of AMI requirement.
Lower Income and Rent for 80% AMI Component	✓		80% of AMI for a 3-bedroom home at Bar West is \$104,840 vs. \$100,800 at PSM due to calculation differences agreed to by the developers.*
Rent Limit of 30% of Income	✓	✓	Rent for income restricted units in both communities are capped at charging 30% of area median income.
Rigorous PFC Evaluation	✓		State law requires PFCs to engage a third-party to perform a financial review evaluating the community benefit and viability of the development without the tax abatement.
Commercial Component		✓	Preserve at Mason Creek does not have a commercial component while Bar W East will be delivering retail as part of the overall project.
Professionally Managed	✓	✓	Both communities will be professionally managed following development.
Four-Bedroom Floorplans	✓		PSM has 4-bedroom floorplans which are extremely rare in affordable housing developments.

*AMI is adjusted for the number of people in a household. Bar W East is using 1.5 people per bedroom to determine the AMI for a particular bedroom count, while PSM uses 1 plus 1 person per bedroom. For a 3-bedroom home this results in 4.5 people at Bar W East and 4.0 people at PSM.

Affordable Income & Rent Limits

Area median income is established annually by the U.S. Department of Housing and Urban Development (HUD).

Area Median Income 2024			
People in Household	3	4	5
60% of AMI Limit	\$68,040	\$75,600	\$81,660
80% of AMI Limit	\$90,720	\$100,800	\$108,880

Rent Calculation at 30% of Income Limit			
Bedrooms	Methodology*	60% of AMI	80% of AMI
3 Bedroom	4 Person HH	\$1,890	\$2,520
4 Bedroom	5 Person HH	\$2,042	\$2,722

*Williamson County Novogradac calculator 1 plus 1 per bedroom.

Tax Abatement & Rent Savings

The tax abatement provided by the City of Leander is projected to return multiples in the form of rent savings for low-income residents.

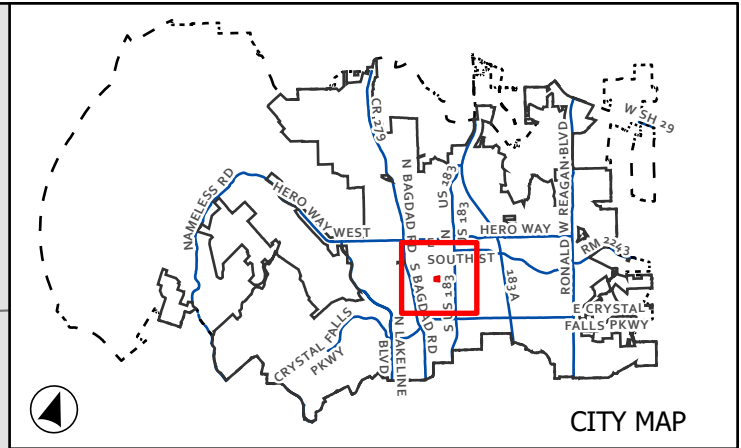
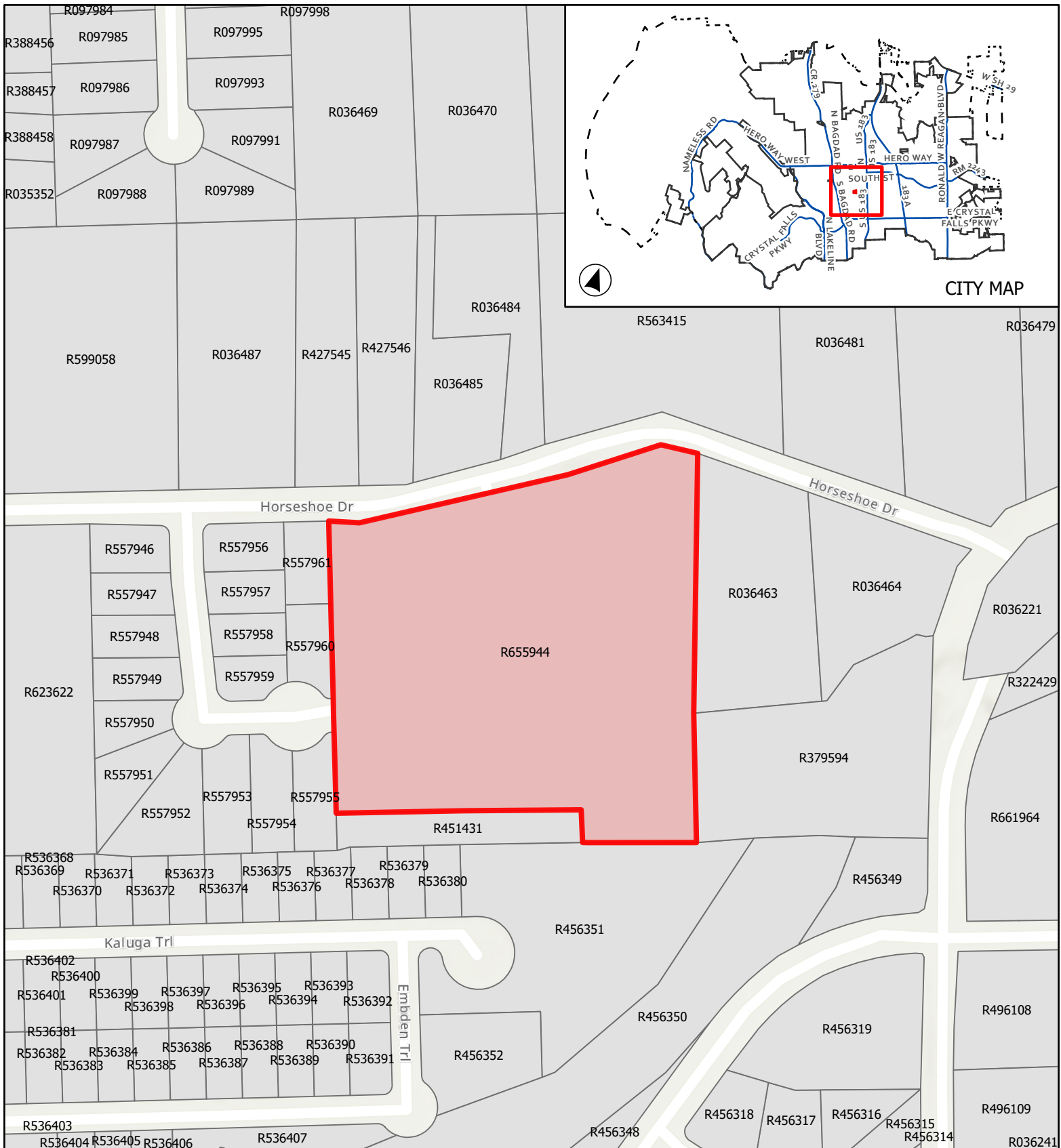
City of Leander - Tax Abatement & Rent Savings		
Time Period	10-Years	60-Years
City of Leander Abated Property Taxes	\$922,053	\$922,053
Rent Savings for Low Income Residents	\$1,983,297	\$28,167,074

In Summary...

- Preserve at Mason Creek has approved development plans and is ready to start construction.
- Current conditions, however, make it economically infeasible to commence development without the PFC structure, which has been verified by the independent third-party engaged by the Travis County Facilities Corporation.
- This affordable housing deal will provide 32 low-income families with newly-built, single-family homes at affordable rents for a minimum of 60 years with the potential to extend that affordability window further.
- The City of Leander would provide a property tax abatement ending 10 years after construction to help facilitate this development.

An aerial, black and white photograph of a suburban residential neighborhood. The image shows a grid of streets with houses on both sides. The houses are mostly two-story, with gabled roofs and varying architectural styles. Some have large front yards, while others are more compact. There are several cars parked on the streets and in driveways. The overall layout is typical of a planned residential development.

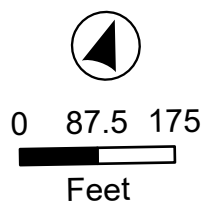
Preserve at Mason Creek



PRESERVE AT MASON CREEK

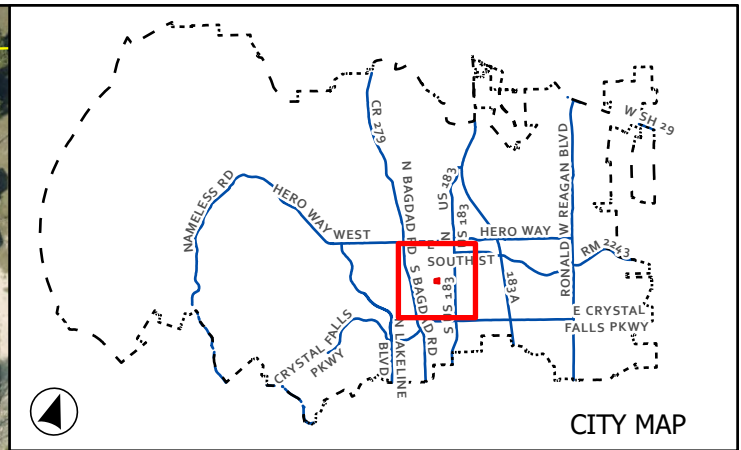
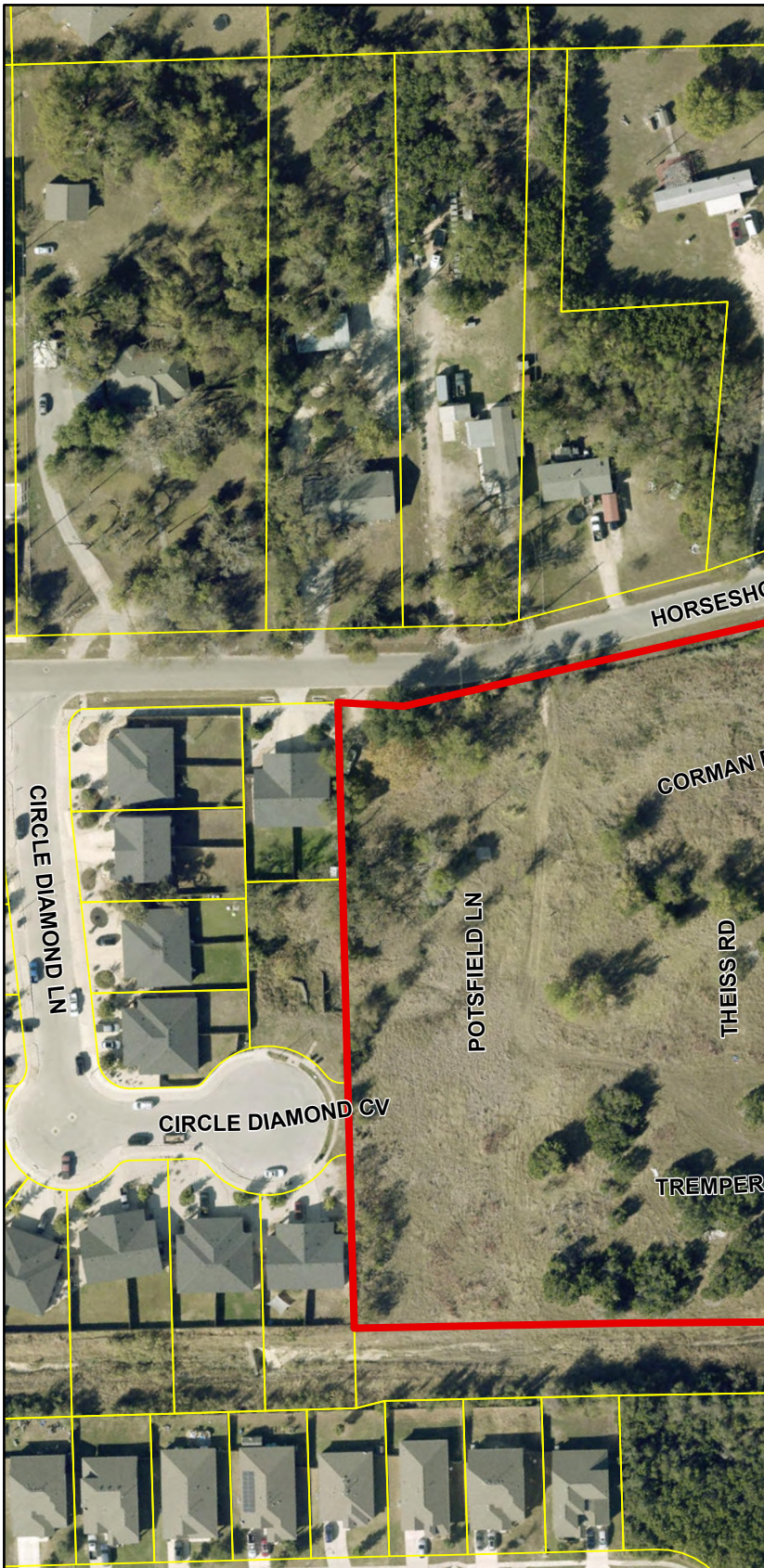
Location Map

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City Limits
 ETJ

Subject Boundary

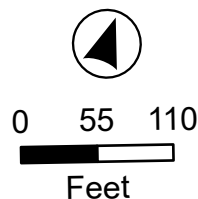


CITY MAP

PRESERVE AT MASON CREEK

Aerial Map

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- Leander City Limits
- Subject Boundary



EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

Receive a status report from City staff on the status and implementation of the sign ordinance and to receive direction from City Council.

BACKGROUND:

The following amendments have been adopted since the overhaul of the ordinance in 2023. Staff evaluates updates over time based on input from applicants, developers, and the Chamber of Commerce.

- August 21, 2023
 - Overhaul of the Sign Ordinance

- November 2, 2023
 - Modify limitations for predominately white lit signs
 - Added neighborhood development signs
 - Updated Master Sign Plan provisions

- May 1, 2025
 - Extended time frame for Promotional Sign Packages from 4 times a year to 8 times a year

- July 1, 2025
 - Added fence wraps
 - Modified building scrim sign requirements

HISTORY/TIMELINE:

Ordinance 03-023-00 - adopted on 09/07/2003
Ordinance 14-045-00 - adopted on 08/07/2014
Ordinance 14-045-01 - adopted on 10/02/2014
Ordinance 17-007-00 - adopted on 02/02/2017
Ordinance 23-064-00 - adopted on 09/21/2023
Ordinance 23-075-00 - adopted on 11/02/2023
Ordinance 25-034-00 - adopted on 05/01/2025
Ordinance 25-051-00 - adopted on 07/01/2025

APPLICANT/AGENT:

RECOMMENDATION:

Receive the City staff report on the Sign Ordinance and provide direction on any amendments desired by the City Council.

PRESENTER:

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

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending Ordinance No. 24-075-00 to update the City of Leander's annual budget for Fiscal Year 2025, ensuring alignment with financial priorities and necessary funding adjustments.

BACKGROUND:

The purpose of the Third Quarter Budget Amendment Review is to evaluate the City's financial performance through the first nine months of the fiscal year and recommend adjustments to ensure continued alignment with operational priorities and capital project goals. This authorizes the City Manager to review the opportunity to address unanticipated expenditures, reallocate resources where necessary, and maintain fiscal responsibility. The proposed amendments support key services, uphold our reserve policies, and position the City for a strong finish to the fiscal year.

This budget amendment recognizes \$6,022,426 in revenues and expenditures across multiple City funds, including the General Fund, Utility Fund, Golf Fund, and multiple special funds. Expenditures are categorized into the following:

- Capital Improvements = \$3,349,881;
- Personnel (Compensation Plan Implementation) = \$1,080,000;
- Vehicles = \$630,000;
- Park Improvements = \$425,000;
- Technology = \$206,000;
- Golf Enhancements = \$89,745; and
- Miscellaneous Expenditures = \$241,800.

Sources of funds are:

- General Fund Revenues (Actual Exceed Budgeted) = \$1,517,300,
- Golf Fund Balance = \$142,045,
- Grant Proceeds = \$161,685,
- Capital Projects Fund Interest Earnings = \$141,950,
- Bond Fund Cash Balances = \$2,512,000,
- Impact Fee Fund Balances = \$311,246, and
- Special Fund Balances = \$1,205,000.

Of the \$6,022,426, \$4,942,426 are allocated to one-time expenditures that include items like major capital improvements, vehicles, special studies, and software. Recurring expenses totaling \$1,080,000 are for salary adjustments related to the recently adopted compensation study and subscription services for financial planning

and budgeting.

Some of the expenditures are for prior year commitments where projects/contracts need to be closed out and prior year allocations had been allowed to roll back into their respective fund balances. Those expenditures that are newly added to FY2025 either utilize previously unallocated and available cash balances or actual booked revenues that exceed budget estimates. **Attachment 3** contains a slide deck that provides specific details of the budget adjustments.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City Council's options are to:

1. Approve the Ordinance as presented,
2. Table/postpone consideration to a specific date, or
3. Deny the Ordinance as presented.

City staff recommends approval of the ordinance amending the FY2025 Budget.

PRESENTER:

Otis E. Williams, Chief Financial Officer

Fiscal Impact

This ordinance would provide for a total budget amendment that increases revenues and expenditures by a total amount of \$6,022,426.

Attachments:

1. Ordinance Amending FY25 and Exhibit A
2. Budget Amendment Detail Backup
3. Budget Amendment Presentation

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS,
AMENDING ORDINANCE NO. 24-075-00 ADOPTING THE
ANNUAL BUDGET OF THE CITY OF LEANDER, TEXAS FOR
FISCAL YEAR 2025.**

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the Mayor and City Council; and

WHEREAS, the City Council approved and adopted the FY 2025 budget; and

WHEREAS, the City Council desires to amend the budget to account for changes that were unanticipated prior to adoption of the budget.

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. Budget Amendment. The FY 2025 Budget is hereby amended as shown in Exhibit A.

SECTION 3. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Texas Government Code*.

PASSED AND APPROVED on this 7 day of August 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

EXHIBIT A

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 2 FY 2025 CHANGE	TOTAL
01 - GENERAL FUND				
REVENUES				
01-00-4837	Revenues	Property Tax Revenue	1,517,300	
		Total Revenues		1,517,300
EXPENDITURES				
01-53-5120	Non-Departmental	General Fund Compensation Adjustment	916,500	
01-40-5503	Police	Police Headquarter-HVAC System Replacement	171,000	
01-01-5600	City Manager	Facility Master Plan	102,000	
01-10-5252	Info Technology	Samsara Vehicle GPS Tracking Software	101,000	
01-10-5253	Info Technology	In-Bound Email Security Software	41,800	
01-03-5120	Finance	One (1) Lead Contract Manager FTE One (1) Finance & HR Project Manager One (1) HR Business Partner FTE Conversion	80,000	
01-03-5252	Finance	New Budget Software System	80,000	
01-03-5252	Finance	HDL Dashboard Software	25,000	
		Total Expenditures		1,517,300
05 - GOLF FUND				
REVENUES				
		Fund Balance	142,045	
		Total Revenues		142,045
EXPENDITURES				
05-01-5217	Golf - Grounds Maintenance	Chemicals, Oil Cabinets, and PPE	31,112	
05-01-5120	Golf - Grounds Maintenance	Greens Reel Grinding	2,987	
05-01-5120	Golf - Grounds Maintenance	Golf Fund Compensation Study Adjustment	6,000	
05-01-5130	Golf - Grounds Maintenance	Dumpster, Porta Potty, and Storage Cost	1,942	
05-01-5600	Golf - Grounds Maintenance	Remediation inspection, testing, clearing, cleaning and repairs	42,287	
05-01-5600	Golf - Grounds Maintenance	Office trailer setup and rental	7,978	
05-31-5120	Golf - Pro Shop	Golf Fund Compensation Study Adjustment	46,300	
05-31-5120	Golf - Pro Shop	Safety signs, spill kits, and flammable storage	3,439	
		Total Expenditures		142,045
12 - TRAFFIC IMPACT FEE FUND				
REVENUES				
		Fund Balance	103,746	
		Total Revenues		103,746
EXPENDITURES				
12-01-8398	TIA Roadway Fees	Harmony Signal	103,746	
		Total Expenditures		103,746
REVENUES				
		Fund Balance (Restricted Roadway Adequacy Fees)	37,500	
		Total Revenues		37,500
EXPENDITURES				
12-02-8398	TIA Roadway Fees	Bar W Traffic Signal (Wilco ILA)	37,500	
		Total Expenditures		37,500
14 - VEHICLE FUND				
REVENUES				
		Fund Balance	300,000	
		Total Revenues		300,000
EXPENDITURES				
14-41-7000	Vehicle Reserve-Police	Police vehicles (prior year carryover)	275,000	
14-48-7000	Vehicle Reserve-Code Enforcement	Code Enforcement vehicles-upfitting (prior year carryover)	25,000	
		Total Expenditures		300,000

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 2 FY 2025 CHANGE	TOTAL
20 - UTILITY FUND				
REVENUES				
		Fund Balance	31,200	
		Total Revenues		31,200
EXPENDITURES				
20-01-5110	Utility Billing	Utility Fund Compensation Adjustment	11,000	
20-02-5120	Public Works - Water	Utility Fund Compensation Adjustment	16,200	
20-03-5120	Public Works - Wastewater	Utility Fund Compensation Adjustment	4,000	
		Total Expenditures		31,200
26 - WASTEWATER IMPACT				
REVENUES				
		Fund Balance	170,000	
		Total Revenues		170,000
EXPENDITURES				
26-09-6742	WW Impact Fees - Developers	Bar W Sewer Agreement (reimbursement)	170,000	
		Total Expenditures		170,000
40-Capital Projects				
REVENUES				
		Fund Balance	141,950	
		Total Revenues		141,950
EXPENDITURES				
40-04-8350	Fire Administration & Training	Fire Training Conversion Project	141,950	
55 - BOND SERIES - 2016				
REVENUES				
		Fund Balance	500,000	
		Total Revenues		500,000
EXPENDITURES				
55-01-8391	Trn CIP - CO 2024-A	Raider Way / E. Woodview (prior year carryover)	500,000	
		Total Expenditures		500,000
58 - CO SERIES - 2022				
REVENUES				
		Interest Earnings	312,000	
		Total Revenues		312,000
EXPENDITURES				
58-01-8398	Trn CIP - CO 2022	Bar W Signal (Wilco ILA)	312,000	
		Total Expenditures		312,000
59 - CO SERIES - 2024				
REVENUES				
		Fund Balance	875,000	
		Total Revenues		875,000
EXPENDITURES				
59-01-8398	Trn CIP - CO 2024-A	Palmera Ridge / Reagan Blvd Traffic Signal	875,000	
		Total Expenditures		875,000
511 - GO BONDS - TRN				
REVENUES				
		Fund Balance	825,000	
		Total Revenues		825,000
EXPENDITURES				
511-01-8391	Tran CO's 2024-A	Raider Way / E. Woodview (prior year carryover)	825,000	

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT 2 FY 2025 CHANGE	TOTAL
		Total Expenditures		825,000
60 - GRANTS - CAP METRO				
REVENUES				
60-00-4411	CapMetro Transit Funds	US 183 Corridor Study (prior year carryover)	8,833	
60-00-4424	CapMetro BCTX Funds	US 183 Corridor Study (prior year carryover)	102,852	
		Total Revenues		111,685
EXPENDITURES				
60-02-5610	CapMetro Transit Funds	US 183 Corridor Study (prior year carryover)	8,833	
60-03-5610	CapMetro BCTX Funds	US 183 Corridor Study (prior year carryover)	102,852	
		Total Expenditures		111,685
70 - POLICE DEPT. GRANTS				
REVENUES				
70-00-4352	Federal Grants	WCCAC - Federal Child Abuse Prevention Grant (carryover)	50,000	
		Total Revenues		50,000
EXPENDITURES				
70-12-6008	Federal Grant-WCCAC	WCCAC - Federal Child Abuse Prevention Grant (carryover)	50,000	
		Total Expenditures		50,000
73 - PARKS SPECIAL REVENUE FUND				
REVENUES				
		Fund Balance	425,000	
		Total Revenues		425,000
EXPENDITURES				
73-23-7100		Utility Vehicles	70,000	
73-23-5520		Benbrook Ranch Park Shade Cover	20,000	
73-23-7100		Benbrook Ranch Park Field Lights	150,000	
73-23-5520		Benbrook Ranch Park Batting Cages	70,000	
73-23-7100		Benbrook Ranch Park Scoreboards	90,000	
73-23-5520		Benbrook Ranch Park Backstop Improvements	25,000	
		Total Expenditures		425,000
75 - PARK DEDICATION FEES				
REVENUES				
75-00-4467	Revenues	Mediation Settlement - Lakewood Park	150,000	
		Total Revenues		150,000
EXPENDITURES				
75-23-8208	Lakewood Park	Legal Expenses	150,000	
		Total Expenditures		150,000
77 - POLICE FORFEITURE FUND				
REVENUES				
		Fund Balance	330,000	
		Total Revenues		330,000
EXPENDITURES				
77-40-7000	Police Forfeitures	Bearcat Armored Vehicle (CC 9.14.24)	330,000	
		Total Expenditures		330,000

FY 2025 Budget Amendments

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT FY 2025 CHANGE
01 - General	Non-Departmental	General Fund Compensation Adjustments	\$ 916,500
	Police	Police Headquarters-HVAC systems - Replace 14 split systems due to inconsistent functionality, high maintenance costs, and hard to find replacement parts. Newer systems offer better energy savings and operational efficiency.	\$ 171,000
	Various	Facility Master Plan	\$ 102,000
	Various	Samsara Vehicle GPS Tracking - GPS installed on all city vehicles and hand-held radios for safety and tracking purposes.	\$ 101,000
	Various	In-Bound Email Security Software	\$ 41,800
	Finance	Two (2) new FTE (full-time equivalents) - (1) Lead Contract Manager position approved within the Finance Department. (2) Finance & HR Project Manager was approved to implement process improvements and efficiency recommendations within the Finance and Human Resources Departments. (3) Convert two part-time HR Business Partners to (1) full-time FTE	\$ 80,000
	Finance	New Budget Software System - The new budget software system has robust capabilities to generate and analyze financial modeling scenarios as part of developing short-term to long-term budget planning and preparation. It also has the ability to integrate with our existing Tyler Incode 9 Financial System to help further streamline an efficient process for financial forecasting and budget development.	\$ 80,000
	Finance	HDL Software Dashboard	\$ 25,000
	01 - Expenses	Total Expenditures	\$ 1,517,300
	01 - Revenues	Property Tax Revenue	\$ (1,517,300)
NET CHANGE			\$ -
05 - GOLF FUND	Golf Grounds Maintenance	Chemicals, Oil Cabinets, and PPE	\$ 31,112
	Golf Grounds Maintenance	Greens Reel Grinding	\$ 2,987
	Golf Grounds Maintenance	Golf Fund Compensation Study Adjustment	\$ 6,000
	Golf Grounds Maintenance	Dumpster, Porta Potty, and Storage Cost	\$ 1,942
	Golf Grounds Maintenance	Remediation inspection, testing, clearing, cleaning and repairs	\$ 42,287
	Golf Grounds Maintenance	Office trailer setup and rental	\$ 7,978
	Golf Pro Shop	Golf Fund Compensation Study Adjustment	\$ 46,300
	Golf Pro Shop	Safety signs, spill kits, and flammable storage	\$ 3,439
	05 - Expenses	Total Expenditures	\$ 142,045
	05 - Revenues	Fund Balance	\$ (142,045)
NET CHANGE			\$0
12 - TRAFFIC IMPACT		Harmony Signal	\$103,746
		Bar W Traffic Signal (Wilco ILA) - The Substandard Boundary Street Revenues are restricted to projects that directly benefit the development that paid the fees. These funds were identified as eligible for this project.	\$ 37,500
	12- TRAFFIC Expenses	Total Expenditures	\$ 141,246
	12 - TRAFFIC Revenues	Fund Balance (Restricted Roadway Adequacy Fees)	\$ (141,246)
	NET CHANGE		\$ -
14 - Vehicle Reserve	Police	Police Vehicles (Prior Year Carry Over) - Police had 10 Tahoe's that were ordered in prior fiscal years and delayed. The vehicles are were delivered in the current fiscal year.	\$ 275,000
	Code Enforcement	Code Enforcement Vehicles- Upfitting (Prior Year Carry Over) - These vehicles were purchased and delivered in FY2024, but the upfitting occurred in the current fiscal year.	\$ 25,000
	14 - VEHICLE Expenses	Total Expenditures	\$ 300,000
	14 - VEHICLE REVENUE	Fund Balance	\$ (300,000)
	NET CHANGE		\$0
20 - Utility Fund	Utility Billing	Utility Fund Compensation Adjustments	\$11,000
	Public Works - Water	Utility Fund Compensation Adjustments	\$16,200
	Public Works - Wastewater	Utility Fund Compensation Adjustments	\$4,000
	20 - Expenses	Total Expenditures	\$31,200
	20 - Revenues	Fund Balance	(\$31,200)
	NET CHANGE		\$0

FY 2025 Budget Amendments				
FUND	DEPARTMENT	DESCRIPTION	AMENDMENT FY 2025 CHANGE	
26 - Waste Water Impact Fees		Bar W Sewer Agreement (Reimbursement) - The City is responsible for a portion of the construction of the Bar W Ranch West Lift Station, Phase 2. The City's cost participation requirement is 54.22%. The City approved this during the 10.17.2024 Council Meeting.	\$	170,000
	26 - Waste Water Impact Fees	Total Expenditures	\$	170,000
	26 - Waste Water Impact Fees	Fund Balance	\$	(170,000)
NET CHANGE				\$0
40-Capital Projects		Fire Training Conversion Project	\$	141,950
	40-Capital Projects	Total Expenditures	\$	141,950
	40-Capital Projects	Fund Balance		(\$141,950)
NET CHANGE				\$0
55 - Bond Series 2016		Raider Way / E. Woodview (Prior year carry over) - A roll over of funds that were allocated to the project but not spent in FY2024.	\$	500,000
	55 - Bond Series 2016 Expenses	Total Expenditures	\$	500,000
	55 - Bond Series 2016 Revenue	Fund balance	\$	(500,000)
NET CHANGE				\$0
58 - Bond Series 2022		Bar W Signal (Wilco ILA) - Brought on by public concern by the lack of a traffic signal at this location. The City	\$	312,000
	58 - Bond Series 2022 Expenses	Total Expenditures	\$	312,000
	58 - Bond Series 2022 Revenue	Fund balance	\$	(312,000)
NET CHANGE				\$0
59 - Bond Series 2024		New Traffic Signal - Design and installation of a traffic signal at Palmera Ridge & Ronald Reagan Blvd.	\$	875,000
	59 - Bond Series 2024 Expenses	Total Expenditures	\$	875,000
	59 - Bond Series 2024 Revenue	Fund balance	\$	(875,000)
NET CHANGE				\$0
511 - Bond Series 2018		Raider Way / E. Woodview (Prior year carry over) - A roll over of funds that were allocated to the project but not spent in FY2024.	\$	825,000
	511 - Bond Series 2018 Expenses	Total Expenditures	\$	825,000
	511 - Bond Series 2018 Revenues	Fund balance	\$	(825,000)
NET CHANGE				\$0
60 - Grants - Cap Metro		US 183 Corridor Study (Prior year carry over) - A roll over of funds that were allocated to the project but not spent in FY2024.	\$	111,685
	60 - Grants - Cap Metro Expenses	Total Expenditures	\$	111,685
	60 - Grants - Cap Metro Revenue	US 183 Corridor Study (Prior year carry over) - Grant Revenues received as reimbursement requests are	\$	(111,685)
NET CHANGE				\$0
70 - Police Grants		Federal Grant - WCCAC Federal Child abuse Prevention (prior year carryover)	\$	50,000
	70 - Police Grants Expenses	Total Expenditures	\$	50,000
	70 - Police Grants Revenue	Federal Grants - WCCAC	\$	(50,000)
NET CHANGE				\$0
73 - Parks Special Revenue Fund		Enhancements at Benbrook Ranch Park Fields including batting cages, shade cover, scoreboards, backstops, and utility vehicles to support park operations.		
	73 - Parks Fund	Total Expenditures		\$425,000
	73 - Parks Fund	Fund balance		(\$425,000)
NET CHANGE				\$0
75 - Lakewood Park		Legal Fees		
	75 - Lakewood Park Expenses	Total Expenditures	\$	150,000
	75 - Lakewood Park Revenue	Lakewood Park Revenues	\$	(150,000)
NET CHANGE				\$0
77 - Police Forfeiture		Bearcat Armored Vehicle	\$	330,000
	77 - Police Forfeiture Expenses	Total Expenditures	\$	330,000
	77 - Police Forfeiture Revenue	Fund balance	\$	(330,000)
NET CHANGE				\$0
Total FY 2025 Budget Amendments Net Change				\$0

The Budget Amendments listed are supported within the City's existing financial resources.



Third-Quarter Budget Amendment Review

Fiscal Year 2025

Otis Williams, Chief Financial Officer

August 7, 2025

Introduction & Purpose



- **Overview**

- Informs Council on midyear financial position of the City
- Recommends necessary budget amendments to support financial change
- Provides transparency on spending and year-end projections

- **Why Quarterly Budget Reviews Matter**

- Aligns City operations with current financial conditions
- Enables proactive adjustments to support changing priorities
- **The data in this report is 10/1/2024 through 6/30/2025**

Financial Snapshot – Year-to-Date Summary



General Fund	FY 2025 Budget	YTD Actual	YTD Percent Expended
Revenues	\$77,693,841	\$66,584,598	85.7%
Expenditures	\$77,693,841	\$52,617,963	67.7%

- Property taxes are primarily collected in the second quarter of the fiscal year, with over 80% collected YTD. The bulk of revenue comes in January/February and continues throughout the year. Property taxes account for 58% of total revenue collected. Revenue collections will stabilize over the remaining three months of the fiscal year.
- A \$5.9M General Fund transfer to CIP occurred in the second quarter of this fiscal year. These are carry-over funds from the prior year to fund one-time expenses.

Financial Snapshot – Year-to-Date Summary



Golf Fund	FY 2025 Budget	YTD Actual	YTD Percent Expended
Revenues	\$3,779,532	\$2,408,901	63.7%
Expenditures	\$3,779,532	\$2,775,932	73.4%

- Golf revenue is anticipated to track higher during the summer months and exceed the FY 2025 budgeted amount.
- A Golf Fund transfer of \$1M to Golf CIP occurred during the second quarter of the fiscal year to install a new irrigation system, driving range, and facility improvements.

Financial Snapshot – Year-to-Date Summary



Utility Fund	FY 2025 Budget	YTD Actual	YTD Percent Expended
Revenues	\$54,291,500	\$39,448,290	72.7%
Expenditures	\$54,291,500	\$43,310,122	79.8%

- Utility debt service payments and fund transfers occurred during the second quarter of the fiscal year (\$27.1M). Debt service payments and fund transfers represent 70% of the expenditures in the Utility Fund.
- General Fund Transfer: \$1.5 million for internal city services.
- Transfer to CIP: \$4.5 million in carry-over funds from prior year for water or wastewater projects.
- Transfer to Debt Service: \$21.2 million (BCRUA, BCRWWS, City utilities).

Key Revenue Trends



	FY 2024 Actual	FY 2025 Budget	YTD Actual	Actual vs Budget
Sales Tax	\$11,546,136	\$11,820,000	\$7,014,541	59.3%
Property Tax	\$33,485,522	\$38,369,491	\$42,494,914	110.8%
Development–Related Fees	\$8,111,842	\$7,141,000	\$5,240,493	73.3%
Franchise Fees	\$4,719,799	\$4,756,000	\$3,017,977	63.5%

- YTD Sales Tax is currently at 59.3% (actual collection reporting is delayed by two months). Revenue collection is projected to exceed the FY 2025 budgeted amount.
- Property taxes are primarily collected in the second quarter of the fiscal year, with over 100% collected YTD. This trend is anticipated to continue for the remainder of this fiscal year.
- Franchise Fees revenue collection is projected to come in 4% higher than budgeted at \$4.875M

Proposed Budget Amendments



Budget Amendments

- Budget amendments are important because they ensure that spending remains aligned with planned financial goals, prevent overspending, and facilitate accurate reporting of financial changes. They allow for adjustments to budgets in response to unforeseen circumstances or changes in priorities, ensuring that funds are used effectively and efficiently.
- Budget amendments are a vital tool for ensuring that budgets remain relevant and responsive to the changing needs of the City of Leander. They allow for flexibility and adaptation while maintaining financial accountability and stability.
- A compilation of budget amendments totaling **\$6 million** is provided in a separate document (spreadsheet). These amendments represent changing needs for various items such as HVAC systems, for police vehicles, and for various CIP projects that are in progress.

Proposed Budget Amendments \$6M



Fund	\$ Amount	Allocation Year	Source	Net Change
General Fund	\$1,517,300	Current Year	Additional Property Tax Revenue	\$0
Golf Fund	\$142,045	Current Year	Golf Fund Balance	\$0
Capital Bond	\$1,187,000	Current Year	Bond Fund Cash Balance	\$0
Capital Bond	\$1,325,000	Prior Year	Bond Fund Cash Balance	\$0
Impact Fees	\$311,246	Current Year	Impact Fee Fund Balance	\$0
Capital Projects	\$141,950	Current Year	Fund Interest Earnings	\$0
Vehicle Reserve	\$300,000	Prior Year	Special Fund Balance	\$0
Utility Fund	\$31,200	Current Year	Utility Fund Revenues	\$0
Police Grants	\$50,000	Current	Grant Proceeds	\$0
Parks Special Fund	\$425,000	Current Year	Special Fund Balance	\$0
Police Forfeiture	\$330,000	Current Year	Special Fund Balance	\$0
Cap Metro Grant	\$111,685	Prior Year	Grant Proceeds	\$0
Legal Fee	\$150,000	Current Year	Special Fund Balance	\$0
Total	\$6,022,426			

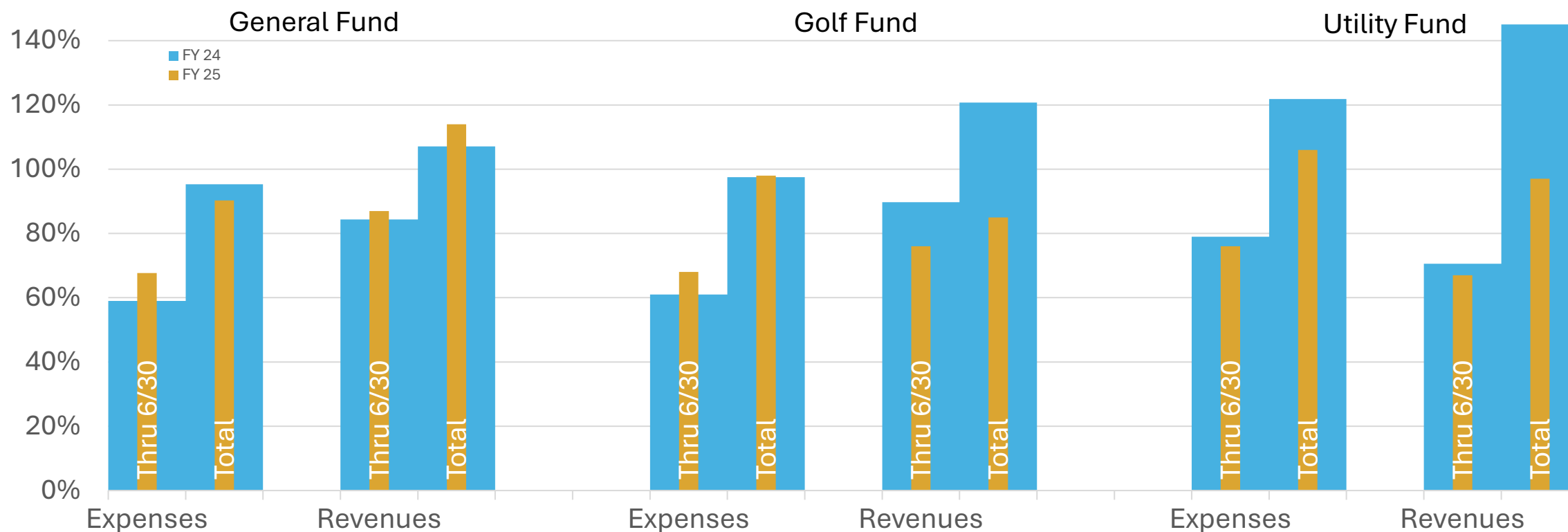
Proposed Budget Amendments

Budget Amendments by Category	
Capital	\$3,349,881
Personnel	\$1,080,000
Vehicles	\$630,000
Park Improvements	\$425,000
Technology	\$206,000
Miscellaneous	\$241,800
Golf Enhancements	\$89,745
Total	\$6,022,426

Capital	Palmera Ridge / Ronald Reagan Blvd Traffic Signal	\$ 875,000
	Raider Way / E. Woodview (prior year carryover)	\$ 825,000
	Raider Way / E. Woodview (prior year carryover)	\$ 500,000
	Police Headquarter-HVAC System Replacement	\$ 171,000
	Fire Training Conversion Project	\$ 141,950
	Facility Master Plan	\$ 102,000
	Harmony Singal	\$ 103,746
	Bar W Sewer Agreement (reimbursement)	\$ 170,000
	Bar W Traffic Signal (Wilco ILA)	\$ 37,500
	Bar W Signal (Wilco ILA)	\$ 312,000
Personnel	US 183 Corridor Study (prior year carryover)	\$ 102,852
	US 183 Corridor Study (prior year carryover)	\$ 8,833
	Compensation Adjustment	\$ 1,000,000
	One (1) Lead Contract Manager FTE	
Vehicles	One (1) Finance & HR Project Manager	
	One (1) HR Business Partner FTE Conversion	\$ 80,000
	Bearcat Armored Vehicle (CC 9.14.24)	\$ 330,000
Park	Code Enforcement vehicles-upfitting (prior year carryover)	\$ 25,000
	Police vehicles (prior year carryover)	\$ 275,000
Technology	Benbrook Ranch Park Field Improvements	\$ 425,000
	Samsara Vehicle GPS Tracking	\$ 101,000
	New Budget Software System	\$ 80,000
Miscellaneous	HDL Dashboard Software	\$ 25,000
	WCCAC - Federal Child Abuse Prevention Grant (carryover)	\$ 50,000
	Lakewood Legal Expenses	\$ 150,000
Golf	Inbound E-Mail Security Software	\$ 41,800
	Remediation improvements, safety enhancements, and trailer	\$ 89,745



Financial Forecast – Remainder of Fiscal Year



Questions





EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

Discuss and consider action on the 2025 Special Legislative Session; reaffirm the City's 2025 Legislative Program; and direct Staff on any appropriate program priorities being considered at the Special Session.

BACKGROUND:

At the February 6 City Council meeting, staff provided an update regarding the 89th Texas Legislative Session, including legislation timelines, filed bills, and priorities for consideration. City Council adopted the 2025 State Legislative Program that was established to protect the City of Leander by advocating for the best interests of the Leander community, including all citizens and businesses. City Council established its legislative priorities and took positions either in support or opposition of legislation that would impact the City of Leander. Staff actively monitored state legislation and promoted legislative priorities in collaboration with state legislators.

Included in the attachment to this report is the resolution that adopted the City Council's 2025 legislative priorities.

On Monday, July 21, 2025, a State Special Session began. Disaster preparedness and flooding is a priority. The House and Senate have established Committees on Disaster Preparedness and Flooding. Rep. Wilson, who represents Leander, serves on this House Committee and three of the senators who represent Leander serve on the Senate Committee (Senators Flores, Campbell, and Schwertner). Both House and Senate Committees work includes meetings to hear testimony from invited witnesses only regarding:

- The state's response to the July 4 flash flooding in Central and West Texas;
- State disaster preparations and response capabilities, generally;
- State flood planning and flood infrastructure;
- River authority operations in Flash Flood Alley; and
- First responder communications during disaster operations.

City staff have been to the Capitol to meet with Leander's representatives and senators as well as other members who serve on the committees. Comments regarding issues and challenges that the City has faced as a result of the flooding event were also provided. City staff have also been providing input regarding new legislation to improve multi-jurisdictional coordination, emergency response, debris removal, financial assistance/reimbursements, amongst other needs.

House Disaster Preparedness & Flooding, Select Committee

- Ken King, Chair
- Armando Martinez, Vice Chair
- Greg Bonnen
- Drew Darby

- Ann Johnson
- AJ Louderback
- Joe Moody
- Wes Virdell
- **Terry M. Wilson**

Senate Disaster Preparedness & Flooding, Select Committee

- Charles Perry, Chair
- **Pete Flores, Vice Chair**
- Paul Bettencourt
- Cesar Blanco
- **Donna Campbell**
- Adam Hinojosa
- Lois K. Kolkhorst
- Jose Menendez
- **Charles Schwertner**

Additional topics of interest to communities that are included in the session are:

- Legislation reducing the property tax burden on Texans and legislation imposing spending limits on entities authorized to impose property taxes;
- Legislation prohibiting taxpayer-funded lobbying, including the use of tax dollars to hire lobbyists and payment of tax dollars to associations that lobby the Legislature;
- Legislation that protects law enforcement officers from public disclosure of unsubstantiated complaints in personnel files; and
- Legislation, similar to Senate Bill No. 1253 from the 89th Legislature, Regular Session, that authorizes political subdivisions to reduce impact fees for builders that incorporate water conservation and efficiency measures.

The Leander City Council should consider reviewing its current State legislative program and provide direction to the City Manager to act with regard to the City's legislative priorities for this special legislative session. The 2025 State Legislative Program outlines the City's priorities related to Self-Governance, Financial Stability, Development Authority, Essential Public Infrastructure, and High Quality of Life.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends that City Council reaffirm the 2025 State Legislative Program for the City of Leander and direct the City Manager to act with regard to said program for the State of Texas 2025 Special Legislative Session.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. Resolution 25-011-00 State Legislation Program (1)

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. 25-011-00

A RESOLUTION OF THE CITY OF LEANDER, TEXAS, ADOPTING THE 2025 STATE LEGISLATIVE PROGRAM FOR THE CITY OF LEANDER, TEXAS; DIRECTING THE CITY MANAGER TO ACT WITH REGARD TO THE CITY'S 2025 STATE LEGISLATIVE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Legislative activities are ongoing in Congress and the State Legislature; and

WHEREAS, it is anticipated that many legislative issues affecting local government will be considered; and

WHEREAS, City Staff prepared the recommended 2025 State Legislative Program attached hereto and incorporated herein as Exhibit "A" and the 2025 State Legislative Program has been reviewed by the City Council of the City of Leander; and

WHEREAS, the City Council is of the opinion that such 2025 State Legislative Program is in the best interest of the City and the Leander community (i.e. residents and businesses), should be adopted, and should be forwarded for consideration by the Legislature; and

WHEREAS, the City Council is of the further opinion that the City Manager or his designee should be directed to take action with regard to the 2025 State Legislative Program as outlined below.

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

SECTION 1. The 2025 State Legislative Program that is attached hereto and incorporated herein as "Exhibit A" is hereby adopted and approved as the 2025 State Legislative Program for the City of Leander.

SECTION 2. The City Manager or his designee is directed to communicate the items included in the 2025 State Legislative Program to members of Congress, the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members and others designated by the City Manager.

SECTION 3. For those items designated as "support" by the City Council, the City Manager or his designee is directed to actively pursue passage of the appropriate legislation if it is introduced by some other entity. The City Manager's efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

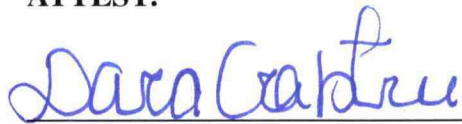
SECTION 4. For those items designated as "oppose" by the City Council, the City Manager or his designee is directed to attempt to impede the passage of any such legislation.

SECTION 5. It is recognized that this policy will often be implemented in the context of great numbers of legislative proposals being considered within short time periods. City representatives, under the direction of the City Manager, shall be authorized to act on behalf of the City consistent with the necessary broad policy concerns set forth in this program.

This Resolution shall become effective immediately upon its passage.

DULY PASSED and approved on this the 20 day of February, 2025.

ATTEST:



Dara Crabtree, City Secretary

APPROVED:



Christine DeLisle, Mayor





2025 State Legislative Program

The City of Leander has adopted the 2025 State Legislative Program which is a guide for the City's legislative interests, positions, and priorities. The purpose of the legislative program is to protect the City of Leander by advocating for the best interests of the Leander community including all citizens and businesses. The Leander City Council has established legislative priorities to take a position in support or opposition of legislation that may positively or negatively impact the City of Leander. The City of Leander will actively monitor state legislation and promote legislative priorities in collaboration with state legislators. The City of Leander will take appropriate action, when required, to protect its best interests and local legislative authority. The City of Leander's 2025 State Legislative Program provides a structure to empower community leaders and partners to advocate for the citizens and businesses of Leander.

Self-Governance

- Support the City of Leander's right to local government control and home rule authority.
- Support the rights of locally elected officials to enact laws and regulations that are in the best interest of the City of Leander.
- Support the City of Leander's ability to advocate on behalf of the entire community through government relations and special interest groups or associations.
- Oppose legislation that erodes the City of Leander's authority in any way, impose an unfunded mandate, and provide state preemption of municipal authority.

Financial Stability

- Support the City of Leander's responsibility for property tax decisions and appraisals.
- Support legislation that allows for local sourcing of sales and use taxes for internet orders.
- Support legislation that maintains or improves the current revenue structure of the City of Leander.
- Oppose legislation that imposes new property or sales tax exemptions that would substantially erode the City of Leander's tax base.
- Oppose legislation that seeks to remove local property tax decision making authority from locally elected officials.

Development Authority

- Support the City of Leander's authority and responsibility for land use, zoning, development, annexation, eminent domain, takings, building codes, tree preservation, short-term rentals, extraterritorial jurisdictions, manufactured housing, parkland dedication, and impact fees.
- Oppose legislation that preempts the City of Leander's authority to regulate accessory dwelling units and accessory buildings.
- Oppose legislation that erodes a municipality's authority to be compensated for franchise fees and/or the use, management and control of its rights-of-way.

EXHIBIT A

Essential Public Infrastructure

- Support legislation that enhances the investment in essential public infrastructure including water systems, transportation systems, roadway improvements, public safety, parks, and libraries.
- Support legislation that increases funding for local and regional transportation projects.
- Support legislation that allows for greater flexibility by local governments to fund transportation projects.
- Support legislation that amends the Texas Transportation Code to establish equitable financial participation and governance for regional and metropolitan rapid transit services.
- Support legislation that increases funding for water supply construction, expansion, and/or improvement projects.

High Quality of Life

- Support legislation that promotes a strong, healthy, vibrant, and economically resilient community where all people of different ages and interests can live, work, and play.
- Support legislation that enhances economic development programs and does not create a disadvantage to municipalities like the City of Leander that provide dedicated sales tax revenue for regional and metropolitan rapid transit services.
- Support amendments to state laws that would allow funding and/or rebates to municipalities for use in the development of hotels, convention centers, sport arenas, sport facilities, retail centers, parks, trails, and tourist attractions.
- Support legislation that promotes digital infrastructure and technology including broadband, cellular service, artificial intelligence, and self-service technologies that will enhance communities.



EXECUTIVE SUMMARY
8/7/2025

AGENDA SUBJECT:

Discuss and consider directing City staff on the selection of benchmark cities for comparative analysis of the City of Leander Community Survey.

BACKGROUND:

At the January 2, 2025, City Council meeting, the City Council approved funding in the amount of \$40,500.00 for fiscal year 2025 and authorized the City Manager to execute an agreement with Policy Confluence, Inc. (Polco) to develop, implement, and analyze a city-wide community survey for the City of Leander. The community survey was administered in two (2) ways for comparative analysis: 1) sample households and 2) open participation. The community survey opened to sample households on May 1, 2025, where mailers were sent out to randomly selected households for participation.

Following this, the community survey began open participation on May 29, 2025. The community survey was scheduled to close on June 12, 2025. Due to increased survey responses and community engagement, the City extended the community survey until July 6, 2025. The City received over 1,014 open participation responses and 162 sample household responses.

Polco is working on compiling and analyzing data from survey responses in preparation for developing a findings report. As part of the analysis, the City must select at least 15 communities as custom benchmarks. Polco has provided a list of Texas and non-Texas cities in which they have conducted community surveys and data to compare based on a combination of population size and median household income to match Leander. The City can select a combination of any Texas and non-Texas cities. The City recently completed a compensation study which included the following benchmark cities: Allen, Bayton, Cedar Park, Farmers Branch, Flower Mound, Georgetown, League City, Lewisville, Mansfield, North Richland Hills, Pflugerville, Richardson, Round Rock, San Marcos, Sugar Land, and The Colony.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff is seeking direction from the City Council regarding the selection of benchmark cities for the community survey.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. Custom Benchmark Options

Benchmark Options for Texas Communities

Entity	State	Median Income	Population
Anna city, Texas	TX	\$99,375	20,975
Baytown city, Texas	TX	\$61,699	84,538
Bedford city, Texas	TX	\$81,393	49,191
Belton city, Texas	TX	\$63,544	23,769
Comal County, Texas	TX	\$99,015	174,552
Borger city, Texas	TX	\$59,031	12,398
Cedar Park city, Texas	TX	\$123,972	77,474
Celina city, Texas	TX	\$155,875	27,141
Dallas city, Texas	TX	\$67,760	1,299,553
Denison city, Texas	TX	\$60,821	25,347
Denton city, Texas	TX	\$73,719	146,987
DeSoto city, Texas	TX	\$83,256	55,896
Farmers Branch city, Texas	TX	\$87,702	36,254
Fate city, Texas	TX	\$129,500	20,757
Flower Mound town, Texas	TX	\$157,737	77,886
Fort Worth city, Texas	TX	\$76,602	941,311
Frisco city, Texas	TX	\$146,158	210,238
Garland city, Texas	TX	\$74,717	245,298
Georgetown city, Texas	TX	\$91,857	78,803
Huntsville city, Texas	TX	\$45,401	46,917
Kerrville city, Texas	TX	\$59,431	24,532
League City city, Texas	TX	\$119,870	114,885
Little Elm city, Texas	TX	\$116,036	51,426
McKinney city, Texas	TX	\$120,273	202,314
Mesquite city, Texas	TX	\$71,843	148,848
Missouri City city, Texas	TX	\$96,746	75,234
New Braunfels city, Texas	TX	\$88,257	98,700
Pearland city, Texas	TX	\$112,470	125,983
Portland city, Texas	TX	\$81,944	20,369
Round Rock city, Texas	TX	\$97,187	124,288
Sachse city, Texas	TX	\$130,839	29,075
San Marcos city, Texas	TX	\$51,030	68,920
Schertz city, Texas	TX	\$96,633	43,128
Sunnyvale town, Texas	TX	\$157,500	8,069
Temple city, Texas	TX	\$64,945	86,358
The Woodlands CDP, Texas	TX	\$141,353	116,916

Benchmark Options for Population (50,000-100,000) and Income (\$100,000-\$200,000)

Entity	State	Median Income	Population
Arcadia city, California	CA	\$116,142	55,550
Beaumont city, California	CA	\$105,164	54,817
Glendora city, California	CA	\$111,915	51,350
Lake Forest city, California	CA	\$131,378	85,846
Livermore city, California	CA	\$153,602	85,870
Rocklin city, California	CA	\$120,916	72,340
Santa Barbara city, California	CA	\$101,672	88,024
Santa Cruz city, California	CA	\$111,427	60,953
Tracy city, California	CA	\$118,253	95,358
Tustin city, California	CA	\$108,435	79,035
Walnut Creek city, California	CA	\$135,665	69,790
Broomfield city, Colorado	CO	\$121,025	75,110
Commerce City city, Colorado	CO	\$106,756	64,640
Parker town, Colorado	CO	\$129,342	60,115
Boca Raton city, Florida	FL	\$102,722	98,833
Jupiter town, Florida	FL	\$109,109	61,097
Wellington village, Florida	FL	\$110,294	61,497
Weston city, Florida	FL	\$140,501	67,952
Ankeny city, Iowa	IA	\$106,603	70,542
Arlington Heights village, Illinois	IL	\$118,532	76,220
Oak Park village, Illinois	IL	\$108,026	53,315
Tinley Park village, Illinois	IL	\$103,819	55,007
Lenexa city, Kansas	KS	\$102,344	57,986
Brookline CDP, Massachusetts	MA	\$140,631	62,822
Gaithersburg city, Maryland	MD	\$107,496	69,225
Rockville city, Maryland	MD	\$122,384	67,218
Novi city, Michigan	MI	\$110,938	66,224
Eagan city, Minnesota	MN	\$107,486	68,158
Eden Prairie city, Minnesota	MN	\$127,732	63,249
Edina city, Minnesota	MN	\$129,225	53,125
Lakeville city, Minnesota	MN	\$138,119	72,480
Maple Grove city, Minnesota	MN	\$129,481	70,539
Plymouth city, Minnesota	MN	\$133,865	79,526
Woodbury city, Minnesota	MN	\$126,222	76,945
Edmond city, Oklahoma	OK	\$102,032	95,618
Tigard city, Oregon	OR	\$105,008	55,395
Franklin city, Tennessee	TN	\$115,000	85,575
Cedar Park city, Texas	TX	\$123,972	77,474
Flower Mound town, Texas	TX	\$157,737	77,886
Little Elm city, Texas	TX	\$116,036	51,426
York County, Virginia	VA	\$108,326	70,590
Marysville city, Washington	WA	\$100,362	71,570
St. Croix County, Wisconsin	WI	\$102,482	94,819

All Benchmark Options

Entity	State	Median Income	Population	Median Home Value
Unalaska city, Alaska	AK	\$114,286	4,430	\$490,817
Auburn city, Alabama	AL	\$56,123	78,738	\$386,864
Vestavia Hills city, Alabama	AL	\$129,171	38,704	\$549,258
Apache Junction city, Arizona	AZ	\$58,619	39,746	\$227,283
Avondale city, Arizona	AZ	\$81,260	90,644	\$397,033
Buckeye city, Arizona	AZ	\$98,778	99,844	\$455,242
El Mirage city, Arizona	AZ	\$74,764	35,823	\$319,134
Flagstaff city, Arizona	AZ	\$68,041	76,333	\$566,078
Florence town, Arizona	AZ	\$76,259	25,961	\$416,251
Gilbert town, Arizona	AZ	\$121,351	271,118	\$594,070
Glendale city, Arizona	AZ	\$70,139	250,193	\$394,025
Goodyear city, Arizona	AZ	\$101,814	102,891	\$497,823
Kingman city, Arizona	AZ	\$60,418	33,850	\$268,123
Lake Havasu City city, Arizona	AZ	\$66,264	58,037	\$471,128
Prescott city, Arizona	AZ	\$69,151	46,744	\$602,027
Scottsdale city, Arizona	AZ	\$107,372	242,169	\$789,601
Sedona city, Arizona	AZ	\$67,374	9,770	\$781,078
Surprise city, Arizona	AZ	\$93,371	149,519	\$447,566
Tempe city, Arizona	AZ	\$77,643	186,419	\$480,318
Wickenburg town, Arizona	AZ	\$65,253	7,468	\$535,788
American Canyon city, California	CA	\$123,935	21,698	\$736,720
Arcadia city, California	CA	\$116,142	55,550	\$1,516,174
Marin County, California	CA	\$142,785	258,765	\$1,556,678
Mariposa County, California	CA	\$65,378	17,060	\$380,089
Beaumont city, California	CA	\$105,164	54,817	\$525,790
Benicia city, California	CA	\$125,040	26,861	\$859,963
Nevada County, California	CA	\$84,905	102,452	\$648,788
Clovis city, California	CA	\$100,360	122,719	\$495,100
Corona city, California	CA	\$106,438	158,839	\$725,028
El Cerrito city, California	CA	\$127,475	25,781	\$1,281,478
Elk Grove city, California	CA	\$122,229	177,221	\$684,146
Escondido city, California	CA	\$84,477	149,913	\$748,171
Fremont city, California	CA	\$176,350	228,518	\$1,526,973
Gardena city, California	CA	\$79,291	59,765	\$747,902
Glendora city, California	CA	\$111,915	51,350	\$912,523
Lake Elsinore city, California	CA	\$96,527	71,516	\$577,556
Lake Forest city, California	CA	\$131,378	85,846	\$968,033
Livermore city, California	CA	\$153,602	85,870	\$1,190,068
Moorpark city, California	CA	\$149,403	35,957	\$924,320
Palm Springs city, California	CA	\$71,979	44,998	\$636,979
Redding city, California	CA	\$69,443	93,268	\$390,125
Redlands city, California	CA	\$99,158	72,985	\$650,850
Richmond city, California	CA	\$90,038	115,396	\$728,028
Riverside city, California	CA	\$88,575	316,241	\$605,120
Rocklin city, California	CA	\$120,916	72,340	\$754,908
Roseville city, California	CA	\$117,354	152,438	\$710,425
Sacramento city, California	CA	\$83,753	524,802	\$539,467
San Diego city, California	CA	\$104,321	1,385,061	\$962,707

All Benchmark Options

Entity	State	Median Income	Population	Median Home Value
San Jose city, California	CA	\$141,565	990,054	\$1,383,025
Santa Barbara city, California	CA	\$101,672	88,024	\$1,619,993
Santa Cruz city, California	CA	\$111,427	60,953	\$1,322,472
South Lake Tahoe city, California	CA	\$73,940	21,319	\$709,869
Tracy city, California	CA	\$118,253	95,358	\$743,433
Tustin city, California	CA	\$108,435	79,035	\$990,290
Vallejo city, California	CA	\$89,496	124,637	\$622,507
Walnut Creek city, California	CA	\$135,665	69,790	\$1,163,640
Adams County, Colorado	CO	\$91,387	524,408	\$565,114
Aspen city, Colorado	CO	\$78,636	6,862	\$1,605,319
Elbert County, Colorado	CO	\$129,477	27,152	\$778,768
Aurora city, Colorado	CO	\$84,320	390,201	\$549,939
Gunnison County, Colorado	CO	\$77,358	17,158	\$687,640
Berthoud town, Colorado	CO	\$111,297	11,684	\$585,290
Boulder city, Colorado	CO	\$85,364	106,274	\$1,171,683
Brighton city, Colorado	CO	\$100,134	41,196	\$588,208
Broomfield city, Colorado	CO	\$121,025	75,110	\$777,472
Canon City city, Colorado	CO	\$66,068	17,098	\$324,607
Centennial city, Colorado	CO	\$128,167	107,386	\$756,701
Commerce City city, Colorado	CO	\$106,756	64,640	\$564,958
Dacono city, Colorado	CO	\$99,389	6,419	\$573,801
Denver city, Colorado	CO	\$91,681	713,734	\$729,895
Durango city, Colorado	CO	\$79,545	19,257	\$682,800
Englewood city, Colorado	CO	\$82,016	33,774	\$669,733
Erie town, Colorado	CO	\$163,644	31,927	\$812,717
Estes Park town, Colorado	CO	\$73,313	5,879	\$734,723
Firestone town, Colorado	CO	\$114,591	17,353	\$612,863
Fort Collins city, Colorado	CO	\$83,598	169,705	\$670,263
Fort Lupton city, Colorado	CO	\$64,850	8,494	\$454,158
Frederick town, Colorado	CO	\$135,316	15,893	\$654,693
Frisco town, Colorado	CO	\$113,406	2,865	\$953,281
Fruita city, Colorado	CO	\$77,680	13,578	\$401,706
Golden city, Colorado	CO	\$95,913	20,467	\$981,583
Greeley city, Colorado	CO	\$68,650	109,421	\$445,830
Highlands Ranch CDP, Colorado	CO	\$155,847	101,437	\$798,286
Johnstown town, Colorado	CO	\$130,851	18,075	\$598,372
Lakewood city, Colorado	CO	\$85,789	156,309	\$673,289
Littleton city, Colorado	CO	\$96,611	45,092	\$724,644
Longmont city, Colorado	CO	\$89,724	98,958	\$662,118
Louisville city, Colorado	CO	\$149,159	20,788	\$1,024,010
Loveland city, Colorado	CO	\$82,592	77,350	\$543,781
Minturn town, Colorado	CO	\$113,519	987	\$1,271,114
Northglenn city, Colorado	CO	\$79,530	37,953	\$539,271
Parachute town, Colorado	CO	\$58,910	1,513	\$291,719
Parker town, Colorado	CO	\$129,342	60,115	\$735,577
Pueblo city, Colorado	CO	\$55,305	111,514	\$271,032
Steamboat Springs city, Colorado	CO	\$100,156	13,341	\$987,116
Superior town, Colorado	CO	\$157,909	13,136	\$945,579

All Benchmark Options

Entity	State	Median Income	Population	Median Home Value
Telluride town, Colorado	CO	\$97,330	2,595	\$315,984
Trinidad city, Colorado	CO	\$50,792	8,309	\$221,121
Wellington town, Colorado	CO	\$103,888	11,538	\$531,901
Westminster city, Colorado	CO	\$96,145	115,546	\$603,098
Wheat Ridge city, Colorado	CO	\$87,598	32,158	\$733,953
Windsor town, Colorado	CO	\$121,758	35,918	\$682,013
Woodland Park city, Colorado	CO	\$96,896	7,909	\$581,293
Lewes city, Delaware	DE	\$92,375	3,415	\$851,714
Milford city, Delaware	DE	\$55,265	12,193	\$298,463
Charlotte County, Florida	FL	\$66,154	195,083	\$325,129
Escambia County, Florida	FL	\$65,715	323,275	\$261,791
Flagler County, Florida	FL	\$72,923	121,710	\$369,432
Boca Raton city, Florida	FL	\$102,722	98,833	\$734,350
Okaloosa County, Florida	FL	\$79,097	214,281	\$363,443
Pasco County, Florida	FL	\$67,384	588,758	\$302,573
Cape Coral city, Florida	FL	\$76,062	206,387	\$375,962
Pinellas County, Florida	FL	\$70,293	960,565	\$364,442
St. Lucie County, Florida	FL	\$69,027	346,237	\$350,082
Clearwater city, Florida	FL	\$64,440	117,075	\$370,170
Coral Gables city, Florida	FL	\$130,803	49,243	\$1,102,501
Daytona Beach city, Florida	FL	\$50,130	75,924	\$269,856
DeLand city, Florida	FL	\$73,352	39,832	\$348,123
Destin city, Florida	FL	\$89,141	14,018	\$496,437
Fernandina Beach city, Florida	FL	\$92,535	13,239	\$547,888
Fort Pierce city, Florida	FL	\$46,745	48,094	\$249,606
Gulf Breeze city, Florida	FL	\$108,575	6,519	\$538,274
Jupiter town, Florida	FL	\$109,109	61,097	\$632,238
Key Biscayne village, Florida	FL	\$172,604	14,560	\$1,332,605
North Port city, Florida	FL	\$81,940	80,512	\$384,132
Palm Coast city, Florida	FL	\$71,840	94,362	\$349,236
Palm Springs village, Florida	FL	\$59,602	26,871	\$256,730
Panama City Beach city, Florida	FL	\$78,921	18,493	\$471,160
Port St. Lucie city, Florida	FL	\$78,137	220,453	\$373,472
Royal Palm Beach village, Florida	FL	\$92,382	39,089	\$430,924
St. Augustine city, Florida	FL	\$80,473	14,979	\$456,573
St. Petersburg city, Florida	FL	\$73,118	260,646	\$386,779
Sanford city, Florida	FL	\$62,877	62,292	\$309,073
Titusville city, Florida	FL	\$64,898	49,004	\$272,389
Wellington village, Florida	FL	\$110,294	61,497	\$618,487
Weston city, Florida	FL	\$140,501	67,952	\$701,331
Winter Garden city, Florida	FL	\$106,371	47,182	\$489,273
Athens-Clarke County, Georgia	GA	\$51,655	126,987	\$308,463
Cartersville city, Georgia	GA	\$78,640	23,617	\$341,120
Decatur city, Georgia	GA	\$140,480	24,470	\$763,951
Fayetteville city, Georgia	GA	\$82,144	19,364	\$368,023
Lawrenceville city, Georgia	GA	\$58,606	30,626	\$407,012
Milton city, Georgia	GA	\$151,235	41,305	\$787,023
Suwanee city, Georgia	GA	\$105,878	21,811	\$497,983

All Benchmark Options

Entity	State	Median Income	Population	Median Home Value
Honolulu County, Hawaii	HI	\$104,264	1,003,666	\$970,923
Maui County, Hawaii	HI	\$95,076	164,632	\$930,232
Ankeny city, Iowa	IA	\$106,603	70,542	\$358,963
Bettendorf city, Iowa	IA	\$102,917	39,297	\$340,473
Cedar Rapids city, Iowa	IA	\$67,859	136,859	\$192,009
Clive city, Iowa	IA	\$131,082	18,776	\$426,952
Davenport city, Iowa	IA	\$64,497	101,083	\$176,604
Independence city, Iowa	IA	\$72,250	6,149	\$170,980
Iowa City city, Iowa	IA	\$57,533	75,264	\$303,732
Johnston city, Iowa	IA	\$103,430	24,196	\$379,053
Marion city, Iowa	IA	\$87,105	41,690	\$260,494
Marshalltown city, Iowa	IA	\$68,854	27,491	\$123,677
Muscatine city, Iowa	IA	\$59,332	23,567	\$161,796
Urbandale city, Iowa	IA	\$113,086	46,026	\$360,616
Idaho Falls city, Idaho	ID	\$69,630	66,672	\$357,543
Jerome city, Idaho	ID	\$65,343	12,689	\$259,067
Twin Falls city, Idaho	ID	\$60,760	53,219	\$329,878
Arlington Heights village, Illinois	IL	\$118,532	76,220	\$412,688
Batavia city, Illinois	IL	\$119,167	26,730	\$370,735
Buffalo Grove village, Illinois	IL	\$129,820	42,824	\$406,586
Carbondale city, Illinois	IL	\$29,670	21,813	\$126,859
Carol Stream village, Illinois	IL	\$105,395	39,427	\$321,128
Chicago city, Illinois	IL	\$75,134	2,707,648	\$327,178
Collinsville city, Illinois	IL	\$65,170	24,126	\$166,720
Crystal Lake city, Illinois	IL	\$105,428	40,436	\$300,279
Elgin city, Illinois	IL	\$88,316	114,106	\$262,877
Flanagan village, Illinois	IL	\$75,104	864	\$105,905
Glen Ellyn village, Illinois	IL	\$133,346	28,270	\$546,198
Huntley village, Illinois	IL	\$86,349	27,859	\$330,902
Lake Zurich village, Illinois	IL	\$139,959	19,727	\$435,550
Liste village, Illinois	IL	\$106,173	23,413	\$427,104
Lombard village, Illinois	IL	\$97,253	43,722	\$335,425
Moline city, Illinois	IL	\$63,959	42,235	\$150,468
Naperville city, Illinois	IL	\$150,937	149,424	\$539,116
Northbrook village, Illinois	IL	\$155,321	34,642	\$667,478
Oak Park village, Illinois	IL	\$108,026	53,315	\$472,538
Orland Park village, Illinois	IL	\$98,979	57,961	\$358,239
Schaumburg village, Illinois	IL	\$94,690	76,780	\$325,686
Skokie village, Illinois	IL	\$93,550	66,427	\$370,930
South Elgin village, Illinois	IL	\$123,744	23,984	\$312,086
Tinley Park village, Illinois	IL	\$103,819	55,007	\$298,480
Warrenville city, Illinois	IL	\$99,028	14,232	\$271,767
Bloomington city, Indiana	IN	\$48,918	78,791	\$333,965
South Bend city, Indiana	IN	\$52,512	102,866	\$135,839
Basehor city, Kansas	KS	\$106,325	7,229	\$357,736
Johnson County, Kansas	KS	\$107,261	614,764	\$418,612
Gardner city, Kansas	KS	\$92,579	24,020	\$315,039
Kansas City city, Kansas	KS	\$59,183	154,776	\$163,796

All Benchmark Options

Entity	State	Median Income	Population	Median Home Value
Lawrence city, Kansas	KS	\$62,838	95,459	\$299,789
Lenexa city, Kansas	KS	\$102,344	57,986	\$419,980
Mission city, Kansas	KS	\$74,396	9,928	\$301,926
Olathe city, Kansas	KS	\$112,232	143,720	\$390,661
Prairie Village city, Kansas	KS	\$107,664	22,937	\$473,221
Roeland Park city, Kansas	KS	\$89,385	6,800	\$297,910
Scott City city, Kansas	KS	\$54,026	3,955	\$193,207
Spring Hill city, Kansas	KS	\$108,007	8,691	\$386,153
Wichita city, Kansas	KS	\$63,072	396,488	\$201,308
Daviess County, Kentucky	KY	\$65,323	103,195	\$212,554
Bowling Green city, Kentucky	KY	\$48,419	73,638	\$270,435
Danville city, Kentucky	KY	\$53,370	17,235	\$224,879
Fort Knox CDP, Kentucky	KY	\$74,224	8,715	\$135,600
Paducah city, Kentucky	KY	\$51,243	26,894	\$189,368
New Orleans city, Louisiana	LA	\$55,339	376,035	\$332,210
Brookline CDP, Massachusetts	MA	\$140,631	62,822	\$1,421,360
Cambridge city, Massachusetts	MA	\$126,469	117,794	\$1,207,731
Franklin Town city, Massachusetts	MA	\$142,788	33,067	\$619,499
Baltimore County, Maryland	MD	\$90,904	849,586	\$346,080
Annapolis city, Maryland	MD	\$104,257	40,744	\$532,682
Charles County, Maryland	MD	\$120,592	168,710	\$414,128
Montgomery County, Maryland	MD	\$128,733	1,057,586	\$651,511
College Park city, Maryland	MD	\$74,867	34,397	\$450,230
Gaithersburg city, Maryland	MD	\$107,496	69,225	\$509,955
La Plata town, Maryland	MD	\$121,707	10,470	\$414,198
Rockville city, Maryland	MD	\$122,384	67,218	\$705,006
Takoma Park city, Maryland	MD	\$97,872	17,522	\$788,986
Westminster city, Maryland	MD	\$79,431	20,257	\$336,938
South Portland city, Maine	ME	\$84,563	26,780	\$468,019
Allegan County, Michigan	MI	\$80,255	120,913	\$279,114
Ann Arbor city, Michigan	MI	\$81,089	121,179	\$502,255
Grand Traverse County, Michigan	MI	\$79,486	95,757	\$336,808
Battle Creek city, Michigan	MI	\$51,699	52,392	\$136,767
Jackson County, Michigan	MI	\$65,004	160,187	\$198,611
Grand Rapids city, Michigan	MI	\$65,526	197,768	\$262,313
Kalamazoo city, Michigan	MI	\$48,965	73,132	\$182,409
Monroe city, Michigan	MI	\$59,532	20,330	\$167,301
Novi city, Michigan	MI	\$110,938	66,224	\$442,545
Portage city, Michigan	MI	\$79,529	49,015	\$270,800
Sterling Heights city, Michigan	MI	\$78,429	133,473	\$287,635
Wyoming city, Michigan	MI	\$72,163	76,865	\$233,016
Albert Lea city, Minnesota	MN	\$62,522	18,379	\$167,039
Anoka city, Minnesota	MN	\$75,262	17,941	\$320,339
Dakota County, Minnesota	MN	\$105,212	442,204	\$398,283
Bloomington city, Minnesota	MN	\$90,677	88,838	\$378,120
Olmsted County, Minnesota	MN	\$93,494	163,425	\$348,715
Chanhassen city, Minnesota	MN	\$138,034	26,001	\$582,349
Chatfield city, Minnesota	MN	\$91,912	2,693	\$237,472

All Benchmark Options

Entity	State	Median Income	Population	Median Home Value
Cottage Grove city, Minnesota	MN	\$121,452	40,124	\$400,647
St. Louis County, Minnesota	MN	\$69,455	200,056	\$229,216
Scott County, Minnesota	MN	\$120,247	152,957	\$429,042
Washington County, Minnesota	MN	\$114,457	272,298	\$442,988
Eagan city, Minnesota	MN	\$107,486	68,158	\$417,383
Eden Prairie city, Minnesota	MN	\$127,732	63,249	\$500,874
Edina city, Minnesota	MN	\$129,225	53,125	\$690,653
Faribault city, Minnesota	MN	\$61,662	24,458	\$256,460
Hastings city, Minnesota	MN	\$92,940	22,050	\$318,996
Hutchinson city, Minnesota	MN	\$71,730	14,629	\$225,452
Lakeville city, Minnesota	MN	\$138,119	72,480	\$472,129
Mankato city, Minnesota	MN	\$64,826	44,882	\$280,427
Maple Grove city, Minnesota	MN	\$129,481	70,539	\$438,067
Maplewood city, Minnesota	MN	\$88,534	40,981	\$310,142
New Brighton city, Minnesota	MN	\$87,272	22,900	\$379,113
North Mankato city, Minnesota	MN	\$77,571	14,212	\$279,077
Oakdale city, Minnesota	MN	\$90,379	28,109	\$331,840
Plymouth city, Minnesota	MN	\$133,865	79,526	\$521,571
Prior Lake city, Minnesota	MN	\$130,278	27,832	\$468,750
Ramsey city, Minnesota	MN	\$112,060	28,070	\$378,935
Richfield city, Minnesota	MN	\$84,055	36,725	\$350,764
Rochester city, Minnesota	MN	\$87,767	121,638	\$328,562
Rosemount city, Minnesota	MN	\$127,247	26,509	\$454,805
St. Anthony city, Minnesota	MN	\$97,784	9,516	\$404,501
Sartell city, Minnesota	MN	\$77,465	19,620	\$305,953
Savage city, Minnesota	MN	\$122,646	32,706	\$429,479
Shakopee city, Minnesota	MN	\$110,989	45,002	\$399,201
Shoreview city, Minnesota	MN	\$109,399	26,724	\$395,262
Victoria city, Minnesota	MN	\$192,821	10,972	\$623,434
West St. Paul city, Minnesota	MN	\$70,738	21,076	\$300,430
Woodbury city, Minnesota	MN	\$126,222	76,945	\$478,876
Branson city, Missouri	MO	\$54,961	12,760	\$260,401
Kansas City city, Missouri	MO	\$67,449	508,233	\$257,464
Kearney city, Missouri	MO	\$102,523	10,696	\$310,685
Maryland Heights city, Missouri	MO	\$86,485	27,981	\$230,345
North Kansas City city, Missouri	MO	\$46,024	4,758	\$219,954
Perryville city, Missouri	MO	\$53,958	8,530	\$214,104
Raymore city, Missouri	MO	\$103,158	23,849	\$369,120
Richmond Heights city, Missouri	MO	\$90,670	9,179	\$372,408
Smithville city, Missouri	MO	\$99,925	10,552	\$302,595
Missoula County, Montana	MT	\$71,246	119,639	\$488,622
Billings city, Montana	MT	\$71,855	118,321	\$361,456
Bozeman city, Montana	MT	\$79,903	55,042	\$755,022
Missoula city, Montana	MT	\$65,329	75,600	\$495,483
Asheville city, North Carolina	NC	\$67,221	94,369	\$494,933
Chapel Hill town, North Carolina	NC	\$85,825	59,889	\$646,780
Onslow County, North Carolina	NC	\$64,568	208,537	\$245,532
Davidson town, North Carolina	NC	\$152,969	14,852	\$686,557

All Benchmark Options

Entity	State	Median Income	Population	Median Home Value
Durham city, North Carolina	NC	\$79,234	288,465	\$421,705
Fayetteville city, North Carolina	NC	\$56,395	209,692	\$188,758
Fletcher town, North Carolina	NC	\$75,117	8,022	\$369,410
Garner town, North Carolina	NC	\$77,496	32,543	\$378,445
Morrisville town, North Carolina	NC	\$125,404	30,471	\$556,178
Pinehurst village, North Carolina	NC	\$104,955	17,992	\$475,440
Raleigh city, North Carolina	NC	\$82,424	470,763	\$439,229
Thomasville city, North Carolina	NC	\$58,246	27,261	\$181,262
Wendell town, North Carolina	NC	\$93,848	11,585	\$396,263
Winston-Salem city, North Carolina	NC	\$57,673	250,887	\$228,539
La Vista city, Nebraska	NE	\$78,145	16,594	\$278,833
Norfolk city, Nebraska	NE	\$62,175	25,962	\$233,567
Papillion city, Nebraska	NE	\$109,602	24,063	\$334,384
Dover city, New Hampshire	NH	\$92,748	33,070	\$446,213
Los Alamos County, New Mexico	NM	\$143,188	19,374	\$500,808
Santa Fe County, New Mexico	NM	\$74,689	155,175	\$454,182
Las Cruces city, New Mexico	NM	\$55,176	112,612	\$236,706
Rio Rancho city, New Mexico	NM	\$85,755	106,533	\$302,342
Washoe County, Nevada	NV	\$85,600	491,770	\$563,996
Henderson city, Nevada	NV	\$88,654	324,523	\$512,617
Kings County, New York	NY	\$78,548	2,646,306	\$992,564
Canandaigua city, New York	NY	\$63,268	10,542	\$244,344
New York city, New York	NY	\$79,713	8,516,202	\$822,921
Rochester city, New York	NY	\$46,628	209,720	\$135,881
Cleveland Heights city, Ohio	OH	\$72,302	44,694	\$185,820
Dublin city, Ohio	OH	\$155,282	49,031	\$572,928
Hamilton city, Ohio	OH	\$54,293	63,124	\$164,967
Hilliard city, Ohio	OH	\$122,864	36,560	\$410,483
Lima city, Ohio	OH	\$43,370	35,304	\$102,297
New Concord village, Ohio	OH	\$72,120	2,623	\$207,205
Trenton city, Ohio	OH	\$87,788	13,304	\$232,966
Bartlesville city, Oklahoma	OK	\$59,457	37,559	\$172,327
Edmond city, Oklahoma	OK	\$102,032	95,618	\$369,792
Nichols Hills city, Oklahoma	OK	\$203,750	3,838	\$1,022,403
Oklahoma City city, Oklahoma	OK	\$66,702	688,693	\$245,279
Clackamas County, Oregon	OR	\$100,360	422,308	\$661,689
Clatsop County, Oregon	OR	\$68,705	41,343	\$500,020
Albany city, Oregon	OR	\$73,809	56,773	\$416,473
Ashland city, Oregon	OR	\$71,782	21,343	\$622,209
Corvallis city, Oregon	OR	\$63,807	60,424	\$564,311
Dallas city, Oregon	OR	\$65,647	17,214	\$414,175
Florence city, Oregon	OR	\$52,049	9,483	\$365,545
North Bend city, Oregon	OR	\$72,483	10,231	\$335,274
Oregon City city, Oregon	OR	\$94,648	37,482	\$618,818
Salem city, Oregon	OR	\$71,900	176,666	\$449,708
Tigard city, Oregon	OR	\$105,008	55,395	\$676,683
Tualatin city, Oregon	OR	\$105,073	27,710	\$682,099
West Linn city, Oregon	OR	\$138,526	27,065	\$841,156

All Benchmark Options

Entity	State	Median Income	Population	Median Home Value
Wilsonville city, Oregon	OR	\$87,371	26,183	\$652,343
Philadelphia city, Pennsylvania	PA	\$60,698	1,582,432	\$264,830
State College borough, Pennsylvania	PA	\$47,132	40,669	\$473,165
Washington County, Rhode Island	RI	\$102,478	130,073	\$503,676
Lancaster County, South Carolina	SC	\$74,751	100,905	\$370,651
Greer city, South Carolina	SC	\$80,030	39,191	\$310,494
Rock Hill city, South Carolina	SC	\$64,770	74,769	\$315,830
Sioux Falls city, South Dakota	SD	\$74,714	197,642	\$315,141
Chattanooga city, Tennessee	TN	\$61,028	182,832	\$306,361
Collegedale city, Tennessee	TN	\$64,905	11,185	\$414,057
Farragut town, Tennessee	TN	\$142,402	24,309	\$582,473
Franklin city, Tennessee	TN	\$115,000	85,575	\$774,057
Johnson City city, Tennessee	TN	\$55,429	71,455	\$267,750
Kingsport city, Tennessee	TN	\$50,436	55,807	\$232,638
Morristown city, Tennessee	TN	\$44,811	30,983	\$172,954
White House city, Tennessee	TN	\$87,315	13,875	\$358,849
Anna city, Texas	TX	\$99,375	20,975	\$387,326
Baytown city, Texas	TX	\$61,699	84,538	\$220,518
Bedford city, Texas	TX	\$81,393	49,191	\$388,306
Belton city, Texas	TX	\$63,544	23,769	\$316,543
Comal County, Texas	TX	\$99,015	174,552	\$479,055
Borger city, Texas	TX	\$59,031	12,398	\$102,064
Cedar Park city, Texas	TX	\$123,972	77,474	\$603,559
Celina city, Texas	TX	\$155,875	27,141	\$585,619
Dallas city, Texas	TX	\$67,760	1,299,553	\$361,719
Denison city, Texas	TX	\$60,821	25,347	\$202,848
Denton city, Texas	TX	\$73,719	146,987	\$397,508
DeSoto city, Texas	TX	\$83,256	55,896	\$332,906
Farmers Branch city, Texas	TX	\$87,702	36,254	\$394,577
Fate city, Texas	TX	\$129,500	20,757	\$430,689
Flower Mound town, Texas	TX	\$157,737	77,886	\$613,737
Fort Worth city, Texas	TX	\$76,602	941,311	\$340,959
Frisco city, Texas	TX	\$146,158	210,238	\$738,586
Garland city, Texas	TX	\$74,717	245,298	\$298,711
Georgetown city, Texas	TX	\$91,857	78,803	\$485,193
Huntsville city, Texas	TX	\$45,401	46,917	\$265,328
Kerrville city, Texas	TX	\$59,431	24,532	\$325,651
League City city, Texas	TX	\$119,870	114,885	\$390,629
Little Elm city, Texas	TX	\$116,036	51,426	\$496,664
McKinney city, Texas	TX	\$120,273	202,314	\$543,068
Mesquite city, Texas	TX	\$71,843	148,848	\$268,265
Missouri City city, Texas	TX	\$96,746	75,234	\$324,443
New Braunfels city, Texas	TX	\$88,257	98,700	\$379,596
Pearland city, Texas	TX	\$112,470	125,983	\$386,739
Portland city, Texas	TX	\$81,944	20,369	\$256,619
Round Rock city, Texas	TX	\$97,187	124,288	\$472,406
Sachse city, Texas	TX	\$130,839	29,075	\$437,292
San Marcos city, Texas	TX	\$51,030	68,920	\$327,831

All Benchmark Options

Entity	State	Median Income	Population	Median Home Value
Schertz city, Texas	TX	\$96,633	43,128	\$338,009
Sunnyvale town, Texas	TX	\$157,500	8,069	\$619,339
Temple city, Texas	TX	\$64,945	86,358	\$262,758
The Woodlands CDP, Texas	TX	\$141,353	116,916	\$564,281
Midvale city, Utah	UT	\$73,058	35,736	\$486,708
Alexandria city, Virginia	VA	\$113,638	156,788	\$758,656
Ashland town, Virginia	VA	\$65,000	7,667	\$296,807
Chesterfield County, Virginia	VA	\$98,910	371,610	\$366,813
Hanover County, Virginia	VA	\$109,504	111,652	\$398,445
Loudoun County, Virginia	VA	\$178,707	427,082	\$761,951
Powhatan County, Virginia	VA	\$110,667	31,074	\$410,708
Charlottesville city, Virginia	VA	\$69,829	45,863	\$502,385
Stafford County, Virginia	VA	\$133,792	160,520	\$487,656
York County, Virginia	VA	\$108,326	70,590	\$434,785
Lynchburg city, Virginia	VA	\$59,808	79,255	\$234,149
Manassas city, Virginia	VA	\$117,919	42,674	\$465,781
Newport News city, Virginia	VA	\$66,718	184,774	\$255,247
Richmond city, Virginia	VA	\$62,671	227,595	\$368,942
Staunton city, Virginia	VA	\$62,586	25,765	\$261,784
Vienna town, Virginia	VA	\$223,571	16,369	\$1,075,428
Williamsburg city, Virginia	VA	\$70,206	15,564	\$405,462
Montpelier city, Vermont	VT	\$79,175	8,038	\$399,736
Bainbridge Island city, Washington	WA	\$159,882	24,607	\$1,235,530
Issaquah city, Washington	WA	\$153,786	39,472	\$1,111,242
Lacey city, Washington	WA	\$87,277	57,088	\$493,656
Lakewood city, Washington	WA	\$70,524	63,034	\$479,269
Lynnwood city, Washington	WA	\$76,439	40,953	\$745,430
Marysville city, Washington	WA	\$100,362	71,570	\$611,070
Mountlake Terrace city, Washington	WA	\$101,404	21,419	\$726,463
Pasco city, Washington	WA	\$81,130	78,446	\$428,321
Puyallup city, Washington	WA	\$95,639	42,642	\$582,559
Richland city, Washington	WA	\$92,550	61,912	\$483,094
Sammamish city, Washington	WA	\$227,273	66,375	\$1,471,831
Snoqualmie city, Washington	WA	\$197,531	13,750	\$1,078,861
Washougal city, Washington	WA	\$100,916	16,945	\$577,535
Woodinville city, Washington	WA	\$158,723	13,440	\$1,265,355
St. Croix County, Wisconsin	WI	\$102,482	94,819	\$388,712
Janesville city, Wisconsin	WI	\$71,664	65,813	\$233,365
Middleton city, Wisconsin	WI	\$85,526	22,235	\$522,438
Oshkosh city, Wisconsin	WI	\$61,929	66,247	\$183,212
River Falls city, Wisconsin	WI	\$78,078	16,349	\$335,566
Waukesha city, Wisconsin	WI	\$81,651	70,779	\$309,439
Waunakee village, Wisconsin	WI	\$128,750	14,927	\$548,631
West Bend city, Wisconsin	WI	\$75,043	31,722	\$263,099