



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, September 4, 2025
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

**Place 4 – Na'Cole Thompson, Mayor Pro Tem
Place 5 – Andrew Naudin
Place 6 – Becki Ross
City Manager – Todd Parton**

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Convene into Executive Session pursuant to:
 1. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of property for public purpose; and
 2. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Docket No. 57824, Petition of Hero Way Development, LLC to Amend Certificates of Convenience and Necessity in Travis and Williamson Counties by Streamlined Expedited Release with the Public Utilities Commission.

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. Docket No. 57824, Petition of Hero Way Development, LLC to Amend Certificates of Convenience and Necessity in Travis and Williamson Counties by Streamlined Expedited Release with the Public Utilities Commission

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 IT Day Proclamation (September 16)

8. Staff Reports

- Stormwater Master Plan Update including community outreach and next steps.
- Legislative Update including bills passed in the 89th Session and could potentially pass in the Special Called Sessions that will impact the City.

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on August 21, 2025.
10. Acceptance of public infrastructure improvements associated with Subdivision Case PICP-24-0129 East Street - North of Hero Way, for streets, drainage, water, and wastewater.
11. Acceptance of public infrastructure associated with Subdivision Case PICP-23-0100, Monarch Phase 5, for water improvements.
12. Approval of Change Order No. 3 to the contract agreement with C.C. Carlton Industries, LTD for Construction Services for the RM 2243 Reclaimed Waterline Improvements project (CIP WW.46), increasing the current contract amount by \$186,054.43 for a new contract total of \$7,811,015.33; with an extension of 101 calendar days; and authorize the City Manager to execute any and all necessary documents.
13. Approval of Amendment No. 4 to the contract agreement with Brown Reynolds Watford Architects, Inc., for Leander Fire Station #2 (CIP M.16), increasing the current contract by \$19,940.14 for a new total contract of \$314,640.14.00; and authorize the City Manager to execute any and all necessary documents.
14. Approval of bid for construction and City participation in oversizing costs of a lift station and force main for Edgewood Phase 2, Section 2, according to the terms outlined in the Edgewood Subdivision Development Agreement (Section 4.02.a (3)) approved by the City Council on March 3, 2022.
15. Approval of the Service Agreement by and between the City of Leander and CivicBrand for a branding and strategic communications plan in the amount of \$39,500.00; and authorize the City Manager to execute any and all necessary documents.
16. Approval of project closeout for Lakeline Boulevard 16-inch Waterline (W.72); providing for new 16-inch waterline, hydrants, and valves along Lakeline Boulevard between Stinnett Drive and Hero Way; and reallocating excess funding in the amount of \$207,146.00 back to the Water Impact Fee Fund-25.

REGULAR AGENDA

17. Discuss and consider action on a Resolution to authorize a cooperation agreement including a Payment in Lieu of Taxes (PILOT) under Texas Local Government Code, Section 392.059(b) to the Housing Authority of Travis County (HATC) to acquire, finance, renovate, operate, and manage an affordable housing development zoned as part of the Preserve at Mason Creek, more particularly described as 7.675 acres ± 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.

18. Discuss and consider providing direction to staff on amending Article 12.08 Roadway Impact Fees (RIF).
19. Council Member Closing Statements.
20. 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 28 day of August 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
9/4/2025

AGENDA SUBJECT:

Approval of the minutes for meeting held on August 21, 2025.

BACKGROUND:

Attached are the minutes for the meeting held on August 21, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 08.21.2025



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, August 21, 2025
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

**Place 4 – Na'Cole Thompson, Mayor Pro Tem
Place 5 – Andrew Naudin
Place 6 – Becki Ross
City Manager – Todd Parton**

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:01 p.m.

2. Roll Call.

Roll call reflected all present with Councilmember 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;
2. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Docket No. 57824, Petition of Hero Way Development, LLC to Amend Certificates of Convenience and Necessity in Travis and Williamson Counties by Streamlined Expedited Release with the Public Utilities Commission; and
3. 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
4. Section 551.071 and 551.074, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Second Amendment to the City Manager Employment Agreement.

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

1. Property for public purpose; and

2. Docket No. 57824, Petition of Hero Way Development, LLC to Amend Certificates of Convenience and Necessity in Travis and Williamson Counties by Streamlined Expedited Release with the Public Utilities Commission; and
3. Chapter 380 Agreement for Project EDA-25-007; and
4. Second Amendment to the City Manager Employment Agreement.

Recessed into Executive Session at 6:06 p.m.; reconvened into open session at 6:56 p.m. Council did not complete their deliberations and will reconvene back into Executive Session at the end of the regular meeting.

Briefing Workshop adjourned at 6:57 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:07 p.m.; Fire/Police Chaplain Joe Bob Ellison provided the invocation; Mayor DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present with Councilmember 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.]

No one spoke.

7. Recognitions/Proclamations/Visitors.

- Lightning 12 Under Flag Football NFL National Championship Certificate of Recognition

8. Staff Reports

- Water Update including current water usage and lake levels.
- Capital Improvement Project Update: Senior Center (CIP P.6) including construction update and timeline for completion.

Water update included current water usage; lake levels and water connection growth.

Senior Center update included construction status update and timeline for anticipated completion.

9. Leander History - receive presentation on the Leander Independent School District.

Leander History included Leander Independent School District, Part 2; current school district; one-room schools; recent flooding of Nameless School; and Round Mountain School.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 10 - 13.

By: Mayor Pro Tem Thompson

Seconded: Councilmember Ross

Vote: 6 - 0

10. Approval of the minutes for meetings held on August 1, 2025 and August 7, 2025.
11. Acceptance of infrastructure improvements associated with Subdivision Case 18-PICP-034 The Collective at Leander for public streets, drainage, water and wastewater.
12. Approval of joining the Texas Attorney General's opioid settlements with Purdue/Sackler; and authorize the City Manager to execute Settlement Participation Form and any and all necessary documents.
13. Approval of resolution authorizing the City Manager to pursue State legislation amending the local law creating the Leander Municipal Management District No. 1.

PUBLIC HEARING: ACTION

14. Conduct a Public Hearing and consider action regarding Zoning Case Z-24-0114 to amend the Leander Springs Planned Unit Development (PUD) 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.

- Discuss and consider action regarding Zoning Case Z-24-0114 as described above.

Opened Public Hearing at 8:12 p.m; closed Public Hearing at 8:23 p.m. No one spoke in favor of the request. Speaking in opposition of the request was Clifford Hall, 604 Scenic Path, Anita Chumanvech, 708 Palamos Drive; Denise Lewis, 3336 Hero Way; and Elizabeth Moore, 137 W. Windemere; Margaret Hunt, 21 Fair Oaks Street; Karen Burns, 29 Fair Oaks Street; Lenae Rowland, 33 Fair Oaks Street; Mark Moore, 137 W. Windemere; Christopher Gagne, 6 Warfield; Carmen Gagne, 6 Warfield; Betty Harbison, 115 W. Windemere; David Latimer, 603 Ridgmar; Kevin Shuff, 41 Fair Oaks Street; Mike Graves, 127 W. Windemere; Jeffiner Sanders, 501 Maplecreek Drive; Traci Stone, 1407 Mountain Spring Lane; Marianne LiMandri, 13 Warfield; Cynthia Covert, 151 W. Wndemere; and Danielle Camp, 600 Ridgmar Road submitted online comments and positions in opposition.

Motion: Deny Zoning Case Z-24-0114.

By: Mayor DeLisle

Seconded: Councilmember Ross

Vote: 6 - 0

[Council took a brief recess at 8:57 p.m.; reconvened at 9:15 p.m.]

15. Conduct a Public Hearing regarding the adoption of an updated Service and Assessment Plan for Calendar Year 2025 for the Oak Creek Public Improvement District and updated assessment roll to apportion assessment levied against property located in the District among subdivided lots.
- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2025 for the Oak Creek Public Improvement District as described above.

Public Hearing opened at 9:17 p.m.; Public Hearing closed at 9:17 p.m. No one spoke in favor or opposition of request.

Motion: Approve updated Service and Assessment Plan for Calendar Year 2025 Oak Creek Public Improvement District.

By: Mayor DeLisle

Seconded: Councilmember Ross

Vote: 6 - 0

16. Conduct a Public Hearing regarding an updated Service and Assessment Plan for Calendar Year 2025 for the Deerbrooke Public Improvement District and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots.
- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2025 for the Deerbrooke Public Improvement District as described above.

Public Hearing opened at 9:18 p.m.; Public Hearing closed at 9:20 p.m. No one spoke in favor of the request. Rosi Erica Garcia, 2725 Grizzly Way spoke in opposition of the request.

Motion: Approve updated Service and Assessment Plan for Calendar Year 2025 Deerbrooke Public Improvement District.

By: Mayor DeLisle

Seconded: Councilmember Ross

Vote: 6 - 0

17. Conduct a Public Hearing regarding the adoption of an updated Service and Assessment Plan for Calendar Year 2025 for the Crystal Springs Public Improvement District and an updated assessment roll to apportion assessments levied against property located in the District among subdivided lots, and to adjust boundaries between assessable and non-assessable lots.
- Discuss and consider action on an Ordinance adopting an updated Service and Assessment Plan for Calendar Year 2025 for the Crystal Springs Public Improvement District as described above.

Public Hearing opened at 9:24 p.m.; Public Hearing closed at 9:24 p.m. No one spoke in favor or opposition of the request.

Motion: Approve updated Service and Assessment Plan for Calendar Year 2025 Crystal Springs Public Improvement District.

By: Councilmember McDonald

Seconded: Councilmember Chang

Vote: 6 - 0

REGULAR AGENDA

18. Discuss receiving No-New-Revenue and Voter-Approval tax rate calculations; take action to consider a proposed tax rate; and schedule a public hearing date for the proposed tax rate.

Motion: Accept the tax rate calculations for 2025 as presented.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

Motion: Approve the proposed rate of \$0.4348432.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

Motion: Approve setting the Public Hearing on the proposed tax rate for September 18, 2025.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

19. Discuss and consider action on a Resolution authorizing the Brushy Creek Regional Utility Authority, Inc., (BCRUA) to execute a Financing Agreement with the Texas Water Development Board relating to the sale of \$36,240,000.00 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds, Proposed Series 2025 (Brushy Creek Regional Water Treatment and Distribution Project).

Motion: Approve a Resolution authorizing BCRUA Financing Agreement with the Texas Water Development Board.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

20. 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.

Motion: Approve the Second Reading of Ordinance regarding Ordinance Case OR-25-0030 amending 2 Applications (iii)(1) relating to maintenance bonds; to require a one-time fee per applicant.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

21. Discuss and consider action regarding Ordinance Case OR-25-0033 to amend the Sign Ordinance to update Section 3.08.014 regarding time frames associated with the Promotional Event Package, and to provide for related matters; Leander, Williamson and Travis Counties, Texas.

Motion: Approve Ordinance Case OR-25-003 amending Sign Ordinance Section 3.08.014.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

22. Receive an update from City staff regarding potential ordinance updates associated with Short Term Rentals and provide feedback regarding changes to the ordinance; Leander, Williamson and Travis Counties, Texas.

No action taken.

23. Receive an update from City staff regarding potential ordinance updates associated with artificial turf and provide feedback regarding changes to the ordinance; Leander, Williamson and Travis Counties, Texas.

No action taken.

24. Discuss and consider directing staff on establishing a process for approval of an alternative landscaping plan by the Planning and Zoning Commission.

No action taken.

25. Council Member Closing Statements.

Becki Ross - wished her youngest daughter happy birthday.

Christine DeLisle - commented tonight's dinner was from Domino's Pizza; reminded everyone to shop locally; and it was recently announced the Old Town Master Plan received the Silver Award from American Planning Association.

26. If needed, convene back into Executive Session pursuant to:

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3. 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

4. Section 551.071 and 551.074, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the Second Amendment to the City Manager Employment Agreement.

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

1. Property for public purpose; and
2. Docket No. 57824, Petition of Hero Way Development, LLC to Amend Certificates of Convenience and Necessity in Travis and Williamson Counties by Streamlined Expedited Release with the Public Utilities Commission; and
3. Chapter 380 Agreement for Project EDA-25-007; and
4. Second Amendment to the City Manager Employment Agreement.

Convened back into Executive Session at 10:21 p.m.; reconvened back into open session at 10:55 p.m.

1. No action.
2. No action.
3. No action.
4. Motion: to approve the Second Amendment to the City Manager Employment Agreement in final form approved by the City Attorney.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Ross

Vote: 6 - 0

27. Adjournment

Adjourned at 10:56 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY

First Name	Last Name	Do you live within Leander city limits?	Home Address	City	State	Zip Code	My comments apply to the following regular meeting:	My comments apply to the following meeting date:	My agenda item or case number:	My position on the above agenda item or case number:	I want to include comments at the meeting:	I want to upload a file with this form:
Mike	Graves	Yes	127 Windemere W	Leander	Tx	78641	City Council	8/21/2025	14 Leander Springs	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.	tx-leander.civicplus.com/Admin/Form Center/Submissions/ViewFile/6609/?name=IMG_7778.png
Jennifer	Sanders	Yes	501 Maplecreek Dr	Leander	Tx	78641	City Council	8/21/2025	Z-24-z0114	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.	
Traci	Stone	Yes	1407 Mountain Spring Ln	Leander	TX	78641	City Council	8/21/2025	Zoning case #Z-24-0114, agenda	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.	
Marianne	LiMandri	Yes	13 Warfield	Leander	Texas	78641	City Council	8/21/2025	non-agenda	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.	
Cynthia	Covert	Yes	151 Windemere West	Leander	Texas	78641	City Council	8/21/2025	Item 14 case# Z-24-0114	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.	
Danielle	Camp	Yes	600 Ridgmar Rd	Leander	TX	78641	City Council	8/21/2025	Leander Springs Project	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.	

First Name	Last Name	Do you live within Leander city limits?	Home Address	City	State	Zip Code	My comments apply to the following regular meeting:	My comments apply to the following meeting date:	My agenda item or case number:	My position on the above agenda item or case number:	I want to include comments at the meeting:	My written comments
Margaret	Hunt	Yes	21 Fair Oaks St.	Leander	TX	78641	City Council	8/21/2025	Leander Springs project	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	This development will jeopardize Brushy Creek and waste significant amounts of water if the lagoon is to be made. It becomes a reservoir for mosquito breeding and threatens the ecosystem. The neighbors in this area (Ridgmar Landing specifically) rely on well water and if the lagoon draws from ground water as well, it dramatically affects them. As ranch land, it made sense for a well to be used by the previous owner. However, as an apartment complex it is a gimmick at best. Do NOT allow this project to move forward. (The city does NOT need more multi-family residences when our city already struggles with finite water and school resources). If this project is absolutely unavoidable, PLEASE PREVENT the lagoon from being built.
Karen	Burns	Yes	29 Fair Oaks St.	Leander	Texas	78641	City Council	8/21/2025	Leander Springs Project	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	Please vote no on the Leander Springs Project which will include 1600 apts, a hotel and convention center, plus a 4 acre tropical lagoon. This project will threaten the health of Brushy Creek North which borders the north aspect of my neighborhood, Ridgmar Landing. This project likely will pull ground water shared by the spring that feeds Brushy Creek. We are already experiencing drought conditions (even despite recent rains) and my own well has dried up due to the amount of recent explosion of population in this area and the decrease in run off of water. The project, especially the lagoon, would not only threaten the health of all species that use this creek, it would cause large amounts of water to evaporate unnecessarily. It can also cause damage to the creek by draining its groundwater. We already have a water shortage here in Central Texas, we do not need a lagoon to exacerbate this. It was my understanding as well that this land was suppose to be used for single family homes, not 1600 apartments. This high-density population will be discharging large amounts of waste water in an environmentally sensitive area. Again, please vote no on this project. Thank You, Karen Burns
Lenae	Rowland	Yes	33 Fair Oaks St	Leander	TX	78641	City Council	8/21/2025	Leander Springs Project	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	I am writing to please request that you vote NO on the Leander Springs project for several reasons. First and foremost, the water usage required would be vulgar and detrimental to our community and the environment. We already have water concerns in our area without this added burden. The Brushy Creek ecosystem could not handle the impact from such a large development. We need to be good stewards of our environment as well as consider the negative impact that is would have to our property value if something like Leander Springs was allowed to happen. The traffic, noise and congestion would be awful. The infrastructure could not support it; canâ€™t support what we have now. The population is already out of control up here (Leander/Liberty Hill) as it stands; no more please. Please consider the long term and bigger picture and vote NO on Leander Springs. Thank you John and Lenae Rowland Ridgmar Landing
Mark	Moore	Yes	137 W Windemere	Leander	Texas	78641	City Council	8/21/2025	Z-24-0114	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	--Two main objections: (1) Wasting of precious water resources. (2) North Brushy Creek should be a jewel of Leander and seems to be turning into a dead, seasonal drainage ditch. Further: --The lagoon would have a large surface area and much precious water will be lost to evaporation. --The water would initially derive from city water then it be sustained by a well and City water --A tremendous amount of water would be needed to fill the lagoon. Up to 200,000 gallons. --Drawing from a well for maintenance would deplete already compromised ground water as the water table lowers. --Rainfall on the lagoon would tend to evaporate rather than going into the already compromised Brushy Creek. --Taking water away from or out of Brushy Creek further impacts this waterway. --Brushy Creek has already been tainted and many native species such as otters, etc. no longer appear to be present (in my observations). --The development will continue to discharge an enormous amount of (tainted) wastewater and stormwater (over a million gallons a day). --While the creek and other areas need water, what this project does is to rob water in the long run in exchange for unhealthy bursts of water.

Christopher	Gagne	Yes	6 Warfield	Leander	TX	78646	City Council	8/21/2025	Agenda Item 14 - Leander Springs	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	Dear City Council: I am a 13 year resident of Ridgmar Landing in Leander. I strongly OPPOSE the permitting, zoning, and building of the Leander Springs Project. The Leander Springs Project threatens the health and viability of the Leander. It would pose an existential threat to our most precious resource: our water supply. Leander continues to face chronic water shortages and water infrastructure problems. The Project's massive lagoon, apartment complex, and hotel/convention center would doom the viability of the city water supply, as well as, its citizens' wells. The Project's massive daily water discharge and waste water outflows would constitute an ecological and infrastructure disaster. The Leander Springs Project must NOT be allowed to be permitted, zoned, and/or constructed. It poses an existential threat to Leander and its residents. VOTE NO on the Project.
Carmen	Gagne	Yes	6 Warfield	Leander	TX	78646	City Council	8/21/2025	Agenda Item 14 - Leander Springs	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	Dear Leander City Council: I have been a resident of Ridgmar Landing in Leander for 13 years. I strongly OPPOSE the permitting, zoning, and building of the Leander Springs Project. The Leander Springs Project is a massive and unacceptable threat to our water supply. Leander continues to have chronic water shortages and water infrastructure problems. The Project's lagoon, apartment complex, and hotel/convention center would drain the life out of the city's water supply and its citizens' wells. The Project's ongoing (daily) water discharge and waste water outflows would mean ecological and infrastructure disaster. The Leander Springs Project must NOT be allowed to be permitted, zoned, and/or constructed. It poses an unacceptable threat to Leander and its residents. VOTE NO on the Project.
Betty	Harbison	Yes	115 W. Windemere	Leander	TX	78641-165	City Council	8/20/2025	Z-24-0114	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	Leander has chronic water problems, so this project and especially the lagoon is not reasonable. It also threatens North Brushy Creek which provides habitat for many species of fish, birds, reptiles, mammals, and trees.
David	Latimer	Yes	603 Ridgmar	Leander	TX	78641	City Council	8/21/2025	Leander Springs project	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	The purpose of this message is to oppose the development called Leander Springs project. I have lived in Leander for the last 31 years and just in the last few years I have had to lower my water well pump an additional 80 feet costing me several thousand dollars. I have been informed that there is an expected discharge of 1,400,000 gallons of treated waste water and stormwater per day to be released into Brushy Creek from this proposed project. This is unacceptable. We must think of our future generations water needs, and, of course, protecting our wildlife, and their natural habitat that God has given us.. I live in the subdivision of Ridgmar Landing on Brushy Creek so I know first hand what takes place on a daily basis. There is a sign posted in our subdivision on Brushy Creek that states no fishing from bridge. This tells me that the council is concerned about our wildlife and the environment, as you should be. It is time for the council to make decisions based on what is good for the citizens of Leander and not for the many developers that just want to profit. Currently, and for several years, Leander has enforced restrictions on lawn watering . To allow this project to happen would be insane. City Council members, I respectfully ask you to vote no on going forward with this project. Thank you. David and Nan Latimer 603 Ridgmar Rd., Leander, TX 78641
Kevin	Shuff	Yes	41 Fair Oaks Street	Leander	TX	78641	City Council	8/21/2025	Leander Springs Project	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	In agreement with Leander Zoning Commission, we have reached a tipping point on water supply in relationship to residential and commercial use. The environmental impact is currently obvious in the Brushy Creek watershed. Adding additional stress via 1.4-million-gallon discharge of treated water will potentially collapse the watershed. Lastly, many of us utilize well systems and are potentially facing contamination issues and draw down of water level.

6:55



< Notes



August 17, 2025 at 6:55 PM

My family lives on a property along brushy creek. We are against the Leander Springs project because it is going to impact the water in the creek. Our house is also on a well. For a growing city with water issues, it seems silly and irresponsible to green light a project that could make the water situation worse for residents and wildlife.





EXECUTIVE SUMMARY
9/4/2025

AGENDA SUBJECT:

Acceptance of public infrastructure improvements associated with Subdivision Case PICP-24-0129 East Street - North of Hero Way, for streets, drainage, water, and wastewater.

BACKGROUND:

Transit Villages Investment, Ltd. has spent \$2,065,471.30 on required public infrastructure improvements for East Street - North of Hero Way. This is a mixed use project that consists of a commercial center generally located at the northeast corner of SH 183 and Hero Way with immediately adjacent multi-family development to the east of the commercial center. These improvements have been inspected and are substantially completed. All documentation required for acceptance of this project has been received, including record drawings, a 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 improvement construction plans, an affidavit of all bills paid, and a two-year (2) term maintenance bond. This right-of-way tract consists of 0.7631 acres.

The City-required maintenance bond for these improvements will commence a two-year (2) term upon City Council acceptance, as anticipated, on September 4, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through September 4, 2027. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

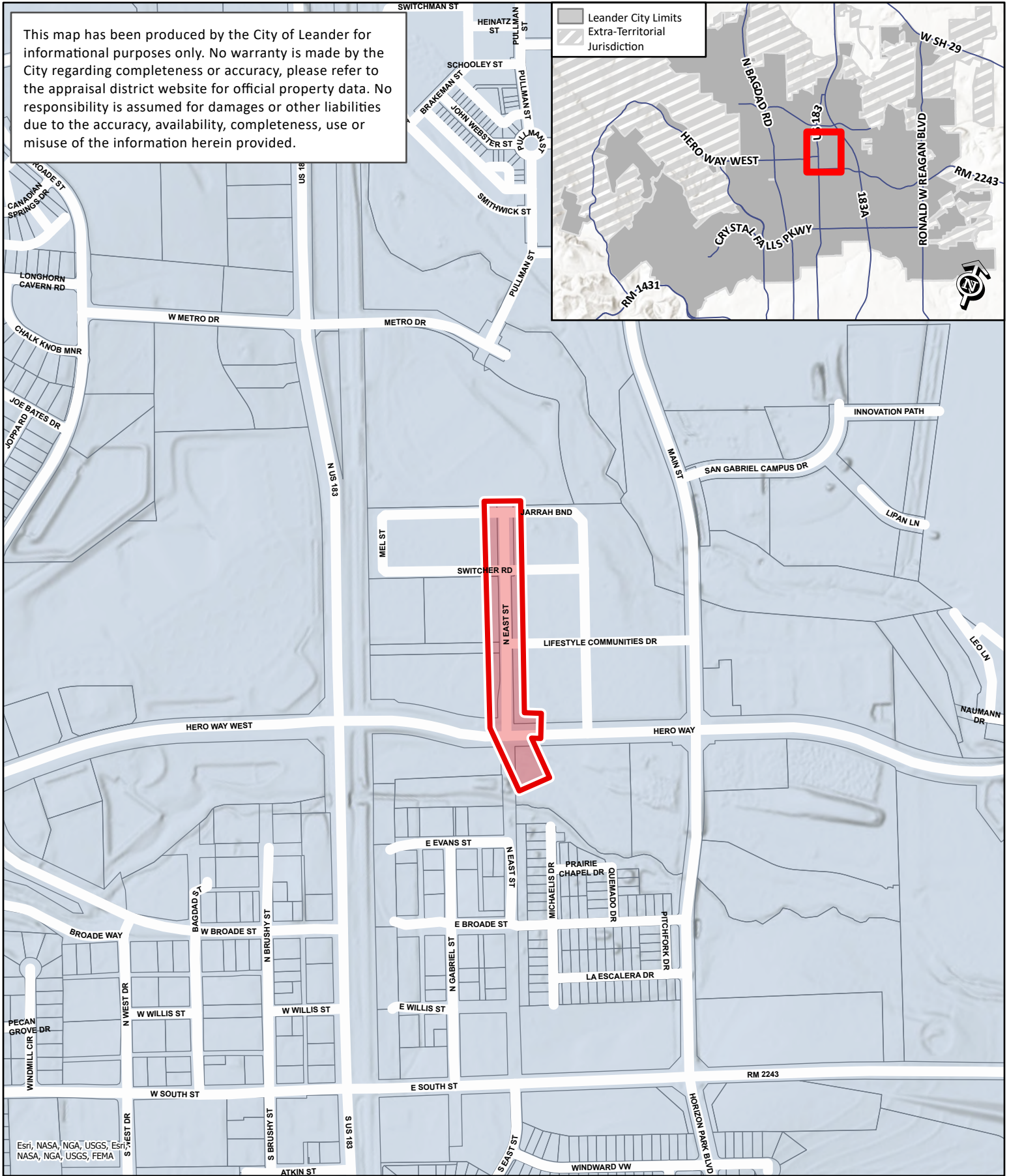
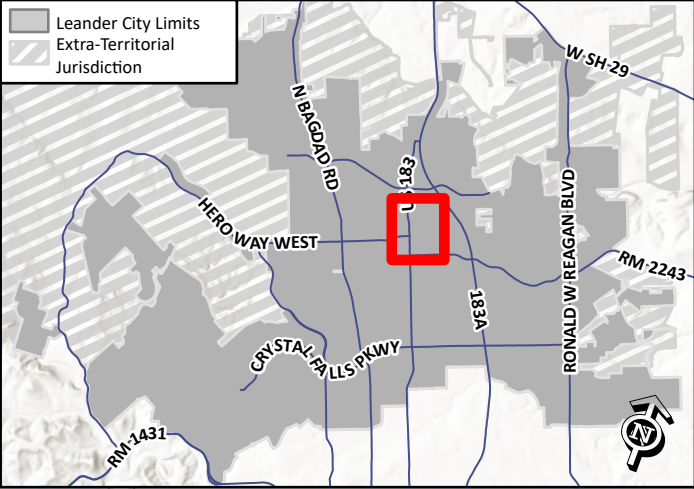
Emily Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

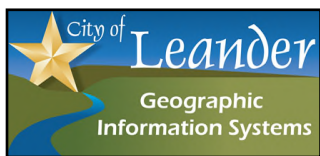
1. East Street - North of Hero Way Acceptance

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.

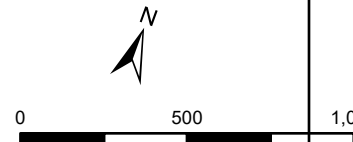


SUBDIVISION ACCEPTANCE

East Street - PICP-24-0129



-  Accepted Subdivision
-  City Limits
-  Extra-Territorial Jurisdiction



Engineer's Concurrence for Project Acceptance

Project: East Street - North of Hero Way **Date:** 07/09/2025

City of Leander Issued Permit Number: PICP-24-0129 (20-TOD-PICP-010)

<u>Owner's Name & Address</u>	<u>Consultant Engineer's Name & Address</u>
<u>Transit Village Investments LTD.</u>	<u>Anthony Goode, PE</u>
<u>2215 Westlake Drive, Suite 300</u>	<u>1620 La Jaita Drive, Suite 300</u>
<u>Austin, TX 78746</u>	<u>Cedar Park, TX 78613</u>

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

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



Signature

Anthony Goode, PE

Typed Name

Goode Faith Engineering, LCC

Engineering Firm Name

F-22664

Registered Engineering Firm Number



MAINTENANCE BOND
Subdivision Improvements

BOND NO.:4408341

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Cornerstone Site Services, LLC
as Principal, whose address is 4801 University Blvd., Ste. 410, Round Rock, TX 78665 and
FCCI Insurance Company a Corporation organized under the
laws of the State of Florida, 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 Two Hundred Six Thousand Five Hundred Forty Seven Dollars and Thirteen Cents Dollars
(\$ 206,547.13) 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 East Street-North of Hero Way
PICP-24-0129 (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.

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 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 7th day of July, 2025.

Cornerstone Site Services, LLC
Principal

By: [Signature]

Title: Managing Partner

Address: 4801 University Blvd., Ste. 410

Round Rock, TX 78665

FCCI Insurance Company
Surety

By: [Signature]
(Kenneth Nitsche)

Title: Attorney-In-Fact

Address: 6300 University Parkway

Sarasota, FL 34240

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

The Nitsche Group, 143 E. Austin, Giddings, TX 78942

(Seal)



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

**Robert James Nitsche; Craig Parker; Kenneth Nitsche;
Gary A Nitsche; Robert Nitsche; Jennifer J Biehle**

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): **\$30,000,000.00**

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest:

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 7th day of July, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number for information or to make a complaint at 1-800-226-3224.

You may also write to FCCI Insurance Group Compliance Department e-mail at StateComplaints@fcci-group.com.

For Claims, you may write to FCCI Insurance Group Claim Department e-mail at newclaim@fcci-group.com.

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance:

PO Box 149104

Austin TX 78714-9104

Fax: 1-512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtections@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim you should contact FCCI first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND

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

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

July 1, 2025

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

Attn. Michael Duval,

The following is the information as applicable for the maintenance bond for East Street – North of Hero Way improvements **PICP-24-0129** required as a condition of final closeout and acceptance of the infrastructure.

East Street North of Hero Way has been completed with Cornerstone Site Services acting as General Contractor. The total cost and quantities for the project totals \$2,065,471.30. See table below for a breakdown by category:

<u>Cost Categories</u>	<u>Total</u>
Streets	\$845,421.76
Drainage	\$500,337.76
Water	\$324,142.16
Wastewater	\$212,958.11
Streetlights	\$135,336.08
Landscape Improvements	\$47,275.43
Total	\$2,065,471.30

Total Improvements = \$2,065,471.30

Maintenance Bond (10%) = **\$206,547.13**

Remaining Inspection Fees = \$0.00

Please contact me at 972-804-3722 or steven@goodefaitheng.com if you have any questions.

Sincerely,

Steven Kirkpatrick, P.E.
Steven@goodefaitheng.com
972-804-3722
1620 La Jaita Dr.
Cedar Park, TX 78613



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

STATE OF TEXAS
COUNTY OF Williamson County

Date: 07/10/2025

Developer: Transit Village Investments, Ltd.

Contractor/Material
Provider ("Affiant"): Cornerstone Site Services, LLC

Project: East Street North of Hero Way

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 10 day of July, 2025.

Initialed: D. N.

PAGE 1 of 2

AFFIANT:

Signature: _____

Dustin Nichols

Typed Name: Dustin Nichols

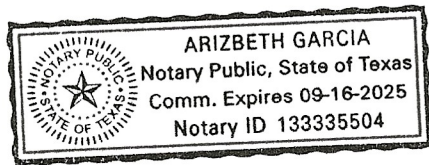
Title: Project Manager

STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Dustin Nichols 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 10 day of July 2025

[S E A L]



Arizbeth
Notary in and for the State of Texas

Name: Arizbeth Garcia

My commission expires: 09-16-2025

Initialed: D. N.



EXECUTIVE SUMMARY
9/4/2025

AGENDA SUBJECT:

Acceptance of public infrastructure associated with Subdivision Case PICP-23-0100, Monarch Phase 5, for water improvements.

BACKGROUND:

Approximately \$271,636.44 in public infrastructure improvements for Monarch Phase 5, a commercial tract generally located at the intersection of Fairway Road and Oak Grove Road, have been installed, inspected, and are substantially completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two-year (2) term maintenance bond.

The maintenance bond will commence the two-year (2) term upon City Council acceptance, as anticipated, on September 4, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through September 4, 2027. An error was found in the original bond amount, and a rider has been submitted decreasing it to reflect the correct figure. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

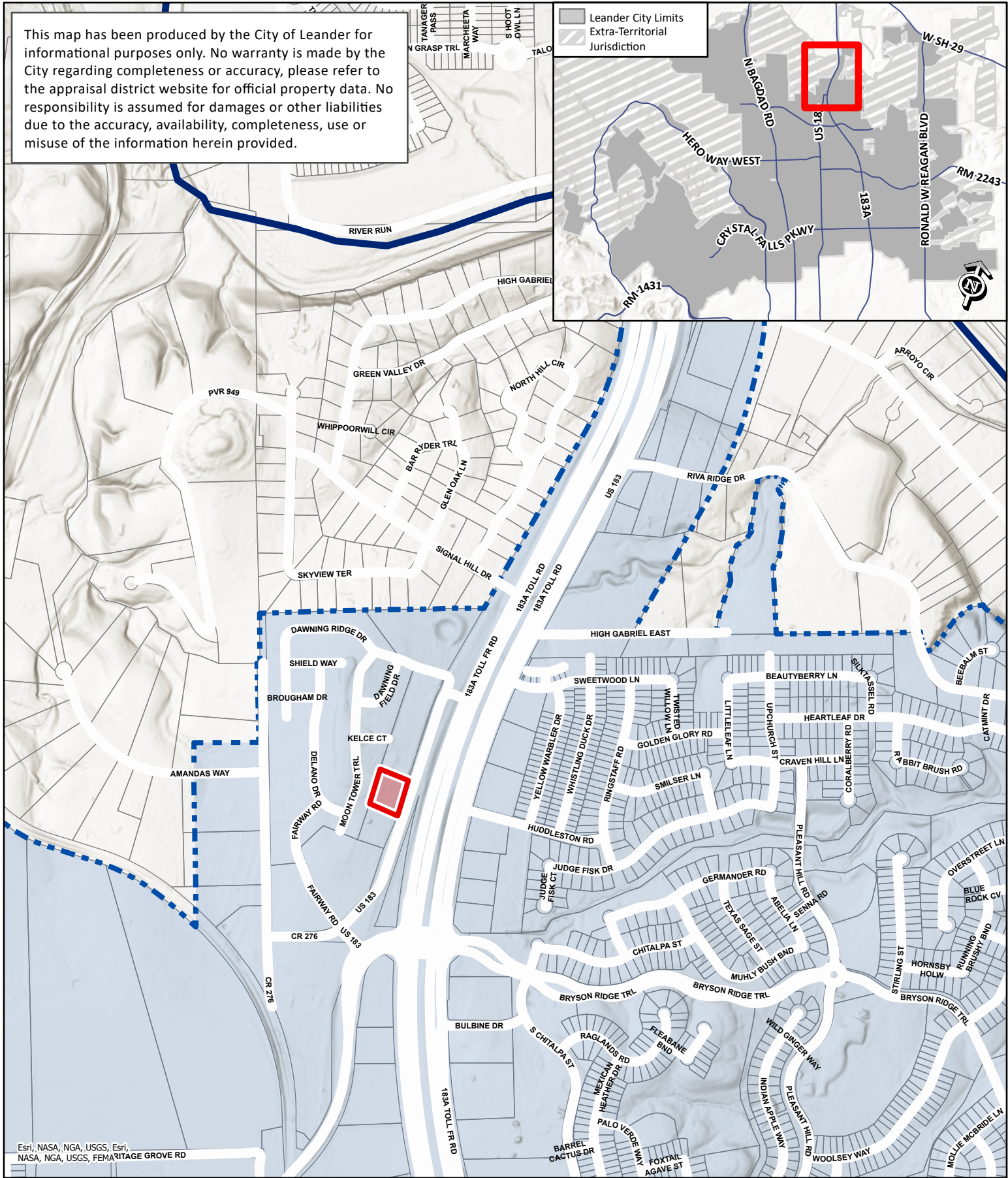
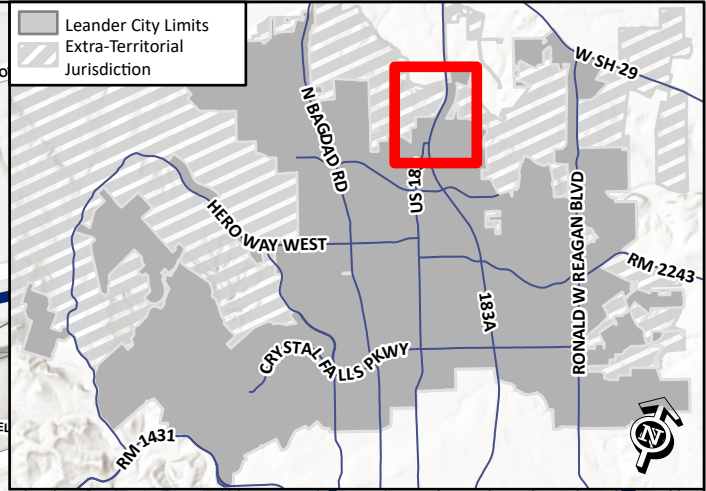
Emily Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

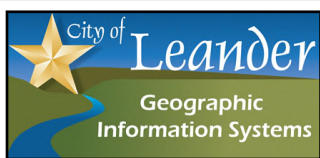
1. Monarch Ph 5 Acceptance

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.

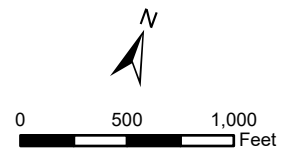


SUBDIVISION ACCEPTANCE

Monarch Ph 5 - PICP-23-0100



- Accepted Subdivision
- City Limits
- Extra-Territorial Jurisdiction



Engineer's Concurrence for Project Acceptance

Project: Monarch Phase 5 Date: 7/17/2025

City of Leander Issued Permit Number: PICP-23-0100

Owner's Name & Address

SWEETWATER INVESTMENTS, LLC

5304 CIPRIANO DR

AUSTIN, TX 78737

Consultant Engineer's Name & Address

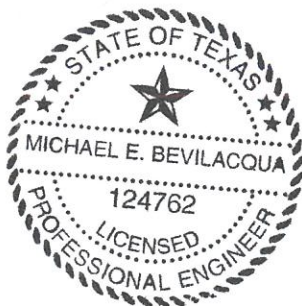
BAXTER & WOODMAN, INC.

301 DENALI PASS, SUITE 3

CEDAR PARK, TX 78613

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)

Michael E. Bevilacqua
Signature

MICHAEL E. BEVILACQUA

Typed Name

BAXTER & WOODMAN

Engineering Firm Name

F-21783

Registered Engineering Firm Number



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

RIDER

It is hereby agreed and understood that the bond penalty has been amended to:

Twenty Seven Thousand One Hundred Sixty Three Dollars and 64 Cents \$27,163.64

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Contract Bond, except as hereinabove set forth.

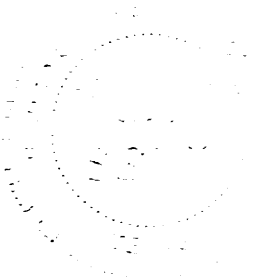
This rider becomes effective on 07-28-2025, at twelve and one minute o'clock a.m., Standard Time.

Attached to and forming part of bond number CNB-25-0005480-00 dated 07-11-2025 issued by INSURORS INDEMNITY COMPANY of Waco, Texas, to Dynamic Site Solutions, LLC.

Signed this 28th day of July, 2025.

INSURORS INDEMNITY COMPANY

By 
JD Steanson



Bond verification: bonddept@insurorsindemnity.com

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-25-0005480-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of TEXAS, and authorized and licensed to do business in the State of TEXAS and the United States of America, does hereby make, constitute and appoint

JD Steanson of the City of Austin, State of TEXAS

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge, and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to -wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

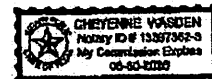
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 1st day of January, 2025, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Cheryl Warden
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 28th day of July 2025

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: - IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800-933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

IIC 2-22-025

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Dynamic Site Solutions LLC
as Principal, whose address is 11610 FM 2244 Ste 220 Austin, TX 78738 and
Insurors Indemnity Company a Corporation organized under the
laws of the State of Texas, 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 Two Hundred Seventy One Thousand Six Hundred Thirty Six dollars & 44/100 Dollars
(\$ 271,636.44) 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 Monarch Phase 5 - Public Improvements -PICP-
23-0100 (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 9 day of July, 2025.


Principal


Surety

By: Jennifer McConnico

By: JD Steanson

Title: Managing Member

Title: Attorney-in-Fact

Address: 297 Vesper Canyon Lake, TX 78133

Address: 1120 South Capital of TX Hwy

BLDG 3 Suite 300

Austin, TX 78759

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

(Seal)

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-25-0005462-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

JD Steanson of the City of Austin, State of Texas

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge, and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to -wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

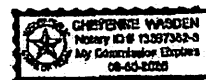
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 1st day of January, 2025, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Cherise Warden
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this _____
09th day of July 2025

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

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

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania 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.

July 17, 2025

Ms. Ann Weis, P.E.
Senior Engineer
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn. Ms. Weis,

The following is the information as applicable for 100% of this project.

Final Plat Legal Name as Recorded: Monarch Phase 5
Name on Approved Construction Documents: Monarch Phase 5
Name on Bank Bond for Fiscal Posting: Dynamic Site Solutions, LLC

COST CATEGORIES	AMOUNT
STREETS	\$0.00
DRAINAGE	\$0.00
WATER	\$271,636.44
WASTEWATER	\$0.00
STREETLIGHTS	\$0.00
LANDSCAPE IMPROVEMENTS	\$0.00
TOTAL	\$271,636.44

Total Improvements = \$271,636.44

Currently Paid Inspection Fees = \$ 1,965.00

Inspection Fees (\$7.50 per linear foot) = \$5,103.30

Remaining Insp. Fees to be Paid = \$3,138.30

Sincerely,
BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS


Michael Bevilacqua, P.E.

Senior Project Manager

Texas Registered Engineering Firm F-21783



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

STATE OF TEXAS
COUNTY OF

Date: 7-21-25

Developer: Sweetwater Investments LLC
5304 Cipriano Dr
Austin, TX 78736

Contractor/Material Provider ("Affiant"): Dynamic Site Solutions
297 Vesper
Canyon Lake, TX 78133

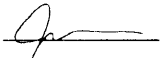
Project: Monarch Phase 5 PICP-23-0100

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 21st day of July, 2025.

Initialed: 

PAGE 1 of 2

AFFIANT:

Signature: _____



Typed Name: Jennifer McConnico

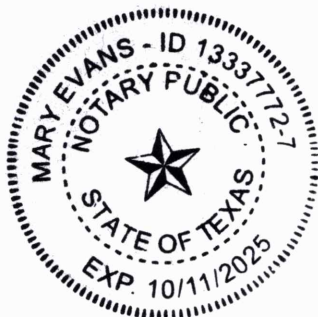
Title: Managing Member

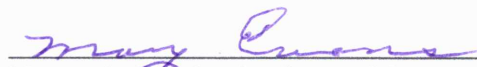
STATE OF TEXAS
COUNTY OF Comal

BEFORE ME the undersigned authority on this day personally appeared Jennifer McConnico, 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 21st day of July, 2025.

[S E A L]

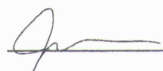



Notary in and for the State of Texas

Name: Mary Evans

My commission expires: 10/11/25

Initialed: _____





EXECUTIVE SUMMARY
9/4/2025

AGENDA SUBJECT:

Approval of Change Order No. 3 to the contract agreement with C.C. Carlton Industries, LTD for Construction Services for the RM 2243 Reclaimed Waterline Improvements project (CIP WW.46), increasing the current contract amount by \$186,054.43 for a new contract total of \$7,811,015.33; with an extension of 101 calendar days; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Capital Improvements Program (CIP) WW.46, RM2243 Reclaimed Waterline Improvements, and CIP WW.43, RM2243 Master Lift Station and Gravity Relief Main, are currently under construction. Both projects require establishing electrical service lines to the new added facilities and structures. Electrical work also includes removal of an existing electrical pole which currently feeds the existing lift station/structures and rerouting/reestablishing that feed.

During the design phase, all necessary electrical work for both projects was included under the Reclaimed Waterline project to streamline PEC's design and expedite procurement. As part of advanced procurement, the design engineer (GBA) submitted an electrical plan set, a signed application, and an electrical service data form to PEC. The City paid the application fee in April 2023. The original plan proposed powering the existing lift station and the new high service pump station with pole-mounted transformers, while the new master lift station would be served by a pad-mounted transformer. Final design development for the projects proceeded under the assumption that these plans were viable.

However, PEC did not begin reviewing and finalizing the proposed plan until after contacting them in September 2024. Multiple design iterations occurred once PEC started to finalize the originally proposed service configuration following new design policies and staffing transitions at PEC. After review, it was determined that the total power requirements for the facilities exceeded the allowable voltage capacity for pole-mounted transformers under PEC standards. Consequently, a 1000 KVA pad-mounted transformer is required for existing facilities, and a 500 KVA pad-mounted transformer is required for the new master lift station.

The approved PEC design now includes new transformer pad locations and underground conduit layouts to serve the new lift station, valve vault station, and existing lift station in compliance with PEC standards and to avoid conflicts with existing and future underground utilities. However, the updated design substantially increases the scope of work including new transformer pad, extra conduit installation, trenching, surveying, and repairs when compared to the original plan and extends the project completion date to November 1, 2025. Overall, not finalizing and verifying the proposed service connection design with the PEC during the design, along with the updated PEC's requirements and design process, extended the project timeline and increased the electrical work costs.

Proposed Change Order 3 incorporates costs for all additional effort needed for the electrical service connection based on current design. It includes costs for trenching, pavement repair, equipment and transformer pads construction, electrical connection conduits, and survey work.

HISTORY/TIMELINE:

01/18/2024 – City Council awarded - Contract to C. C. Carlton Industries, LTD for Construction Services for the RM2243 Reclaimed Waterline Improvements project (CIP WW.46) in the amount of \$6,967,478.75.

03/06/2025 – City Council approval - Change Order No.1 with C. C. Carlton Industries, LTD for the RM2243 Reclaimed Waterline Improvements project (CIP WW.46), providing for groundwater pumping, deepened bore pit and receiver pit at Main Street and Hero Way due to existing utilities. Increasing the contract amount by \$298,994.15 for a new contract total of \$7,266,472.90.

05/15/2025 – City Council approval - Change Order No.2 with C. C. Carlton Industries, LTD for the RM2243 Reclaimed Waterline Improvements project (CIP WW.46), to account for actual field installed filed quantities. Increasing the contract amount by \$358,488.00 for a new contract total of \$7,624.960.90.

06/17/2025 – City Council approval - Dedication of public utility easement with Pedernales Electric Cooperative, Inc. (PEC) for the RM 2243 Master Lift Station and Gravity Relief Main Project (CIP WW.43) and RM 2243 Reclaimed Waterline Improvements project (CIP WW.46) establishing electrical service lines to the new added facilities and structures.

APPLICANT/AGENT:**RECOMMENDATION:**

Staff recommends approval.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$186,054.43
<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>	(Reclaimed Water Series) CO Series

Attachments:

1. Change Order No. 3

CHANGE ORDER NO. 3

Owner: City of Leander Owner's Project No.: WW.46
Engineer: GBA
Contractor: C.C. Carlton Ind., Ltd.
Project: Leander RM 2243 Reclaimed Water System Improvements
Contract Name: WW.46-CCC-CIPS24-001

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

Description:

T. Morales / PEC Electrical Service to Lift Station (Alternate Included)

This change consists of the installation of PE C's electrical service to both the existing lift station and the high service pump building. The cost outlined in this proposal includes any work or materials related to the underground installation from the 56" sectionalizing enclosure to the 500 kVA transformer. The work included in this proposal consists of conduit installation with secondary wiring, mounting hardware, and all labor required to complete the installation.

Attachments:

C.C. Carlton Change Order PCO No. 1

Change in Contract Price
Original Contract Price:
\$6,967,478.75
Previously incorporated Change Orders:
\$657,482.15
Contract Price Incorporating Previous Change Orders:
\$7,624,960.90
Increase this Change Order No. 3:
\$186,054.43
Contract Price incorporating this Change Order:
\$7,811,015.33
Change in Contract Times
The CONTRACT TIME will be increased by one hundred and one (101) calendar days for the substantial completion of improvements. The date for completion of the Work is November 1, 2025.

Recommended by Engineer

Signature: Kevin Taylor
Name: KEVIN TAYLOR
Title: PROJECT MANAGER
Date: 7/31/2025

Authorized by Contractor

Signature: Benjamin Lyon
Name: Benjamin Lyon
Title: CEO of CCCI
Date: 7/30/25

Accepted by Owner

Signature: _____
Name: _____
Title: _____
Date: _____



To: CITY OF LEANDER

PCO No. 1

Job Name: RM 2243

Job #: 23-057

Date: 7/1/2025

From C. C. CARLTON IND., LTD.
10265 TX - 29
LIBERTY HILL, TX 78642

T.Morales / PEC Electrical Service to Lift Station (Alternate Included)

ITEM NO	DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1	CCC - Saw Cut Exisiting Road - 3 Locations (T&M Included)	1.00	LS	\$3,500.00	\$3,500.00
2	CCC - Pavement Repair	1.00	LS	\$9,750.00	\$9,750.00
3	CCC - Equipment Pad Only	1.00	LS	\$1,950.00	\$1,950.00
4	CCC - Trenching - 36" x 5'	204.00	LF	\$150.00	\$30,600.00
5	CCC - Transformer Pad Only	2.00	EA	\$1,950.00	\$3,900.00
6	CCC - Survey	1.00	LS	\$1,950.00	\$1,950.00
7	T.Morales - PEC Electric Service to Lift Station (T&M and 5% Markup Included)	1.00	LS	\$91,044.75	\$91,044.75
8	T.Morales - CREDIT - PEC Electric Service to Lift Station	1.00	LS	(\$10,461.67)	(\$10,461.67)
9	T. Morales- (ALTERNATE) 56" Sect. to 500kVA XMFR (T&M and 5% Markup Included)	1.00	LS	\$36,083.44	\$36,083.44
10	CCC- (ALTERNATE) Trenching - 36" x 5'	75.00	LF	\$150.00	\$11,250.00
11	CCC- (ALTERNATE) Survey	1.00	LS	\$1,950.00	\$1,950.00
					\$0.00
					\$0.00
					\$0.00
				SUBTOTAL	\$181,516.52

For the Total Sum of:

2.5% BOND

\$4,537.91

Add of:

\$186,054.43

The Original Contract Value was.....

\$

-

Sum of Changes by Prior Executed Change Orders.....

\$

-

The Contract Value prior to this Change Order was.....

\$

-

The Contract Value will be changed by this Change Order in the amount of.....

\$186,054.43

The new Contract Value including this Change Order will be.....

\$

186,054.43

This Change Order will add <101> days to the Contract

C. C. Carlton Ind., Ltd.

By:

Signature:

7/1/2025

Owner:

By:

Signature:

Date:



EXECUTIVE SUMMARY
9/4/2025

AGENDA SUBJECT:

Approval of Amendment No. 4 to the contract agreement with Brown Reynolds Watford Architects, Inc., for Leander Fire Station #2 (CIP M.16), increasing the current contract by \$19,940.14 for a new total contract of \$314,640.14.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Brown Reynolds Watford Architects, Inc. (BRW Architects) was hired in October 2020, under proposed project M.16, to design and develop documents to remodel and improve Fire Station #2, add an additional equipment bay for an ambulance, add sleeping quarters for EMS personnel by adding a second floor above the existing sleeping quarters, and enlarge the common spaces. Amendment #1 in the amount of \$4,800.00 was processed by staff to add contract documents and contracting services. BRW completed the construction documents in June 2021.

The project subsequently went to bid, as Solicitation #S21-025, with two (2) bids received, the lowest qualified bid being \$1,898,500.00, which was above the original budget of \$1,000,000.00. Additional funds were added in September 2021 for the FY 2022 budget. Since this was past the deadline, both initial bidders chose not to extend their bids due to rampant inflation. This caused the City to re-bid the project.

BRW received Amendment #2 in the amount of \$8,300.00 to modify previous bid documents and rebid. Rebid was received as Solicitation #S22-015 in April 2022, for which we received one (1) bid for \$3,453,883.00 for the base scope of work, over the current revised budget of \$2,000,000.00. This bid, being much higher than budgeted, was rejected.

BRW received Amendment #3 in the amount of \$115,600.00 to counter the high bids and to generate more interest and competitiveness. The architect, BRW, revised design and drawings by placing the EMS sleeping quarters immediately above the ambulance bay and omitting the interior remodels for the common areas. The revised drawings were solicited for bid, and a Contractor, from two (2) bidders, was awarded in May 2024, to be completed in May 2025. Added scope from the City and errors by the contractor have caused the project to slip by five (5) months. This pushes services from the architect beyond what they had estimated.

City Fire Department and City IT staff have subsequently called out and requested additional equipment to be added to the project, including multiple junction boxes for access controls and fire alarms, as well as adding fire sprinklers to the original building. This has added four (4) months to the project, extending services from BRW, as well as the Contractor, to achieve these scope items, as well as pass-through permit costs for ADA-Texas Accessibility Standards reviews and inspections. Thus, BRW has submitted a request for Amendment No. 4. in the amount of \$19,940.14.

HISTORY/TIMELINE:

10/06/2020 - BRW Architects was hired for \$166,000.00

10/22/2021 - City Staff approved Amendment #1 in the amount of \$4,800.00

07/22/2021 - Two (2) bids received under Solicitation #S21 -025 with lowest qualified bid \$898,500.00 above the

original budget.

09/16/2021 - \$1,000,000.00 was added to FY22 CIP project plan and budget

01/06/2022 - City staff approved Amendment #2 in the amount of \$8,300.00

02/07/2022 - City Council rejected bids from July 22, 2021

04/14/2022 - City re-bid the project; received one (1) bid for \$3,453,883.00 for the base scope of work

05/05/2022 - City Council rejected bid from April 14, 2022

08/05/2022 - BRW developed new conceptual design; staff requested BRW to revise drawings and specifications

01/17/2022 - City council approved Amendment #3 in the amount of \$115,600.00

01/18/2024 - Revised drawings solicited for bid.

05/02/2024 - Contract awarded from two (2) bids, at \$1,939,000, to be completed in 12 months.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Tony Bettis, PMP, CIP Project Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$19,940.14
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	CO 2018 Series / General CIP

Attachments:

1. Amendment 4 to Professional Services Agreement



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
City of Leander Fire Station No. 2

Leander, TX
BRW Project No.: 220091.00

AGREEMENT INFORMATION:
Date:
August 31, 2020

AMENDMENT INFORMATION:
Amendment Number:
04
Date:
July 01, 2025

OWNER: *(name and address)*
City of Leander

P.O. Box 319
Leander, TX 78646

ARCHITECT: *(name and address)*
Brown Reynolds Watford Architects,
Inc.
175 Century Square Drive, Suite 350
College Station, TX 77840

The Owner and Architect amend the Agreement as follows:

Additional architectural services for Fire Station No. 2 Renovation and Addition which will include coordination between the owner and architect to modify and finalize the AIA Document B101-2017 Standard Form of Agreement Between Owner and Contractor. All contractual forms shall be reviewed and approved by City of Leander prior to submitting to selected contractor.

Requesting the following reimbursable fees to occur during construction: TAS Accessibility project registration (\$175.00), Environmental report submittal to the City (\$3,110.54), TDLR/TAS Accessibility Plan Review (\$600.00) and a FedEx shipment (\$54.60). Construction administration has proven to require additional months for completion. The originally contracted monthly Construction Administration fee (\$3,200/mo.) is proposed for an additional 4 (four) months to reach final completion. If needed, there is also an added in fee for the 5th month of work. To accomplish this work, BRW hereby requests an additional not to exceed fee of \$19,940.14.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Leander Fire Station 2 Addition / Renovation - Original Contract dated August 31, 2020	\$166,000.00
Amendment 01 dated October 22, 2021	\$ 4,800.00
Amendment 02 dated January 4, 2022	\$ 8,300.00
Amendment 03 dated October 07, 2022	\$115,600.00
Amendment 04 dated July 1, 2025	
TAS Accessibility project registration	\$ 175.00
Environmental report submittal to the City	\$ 3,110.54
TDLR/TAS Accessibility Plan Review	\$ 600.00
FedEx shipment	\$ 54.60
Additional four (4) month of Construction Administration	\$ 12,800.00
Additional 5th month of Construction Administration (if needed)	\$ 3,200.00
Amendment 04 Total	\$ 19,940.14 NTE
NEW CONTRACT TOTAL	\$314,640.14 NTE

Schedule Adjustment:

N/A

Ray Holliday

ARCHITECT *(Signature)*

BY: Ray Holliday, AIA, ASLA, APA, LI

(Printed name, title, and license number if required)

Date

OWNER *(Signature)*

BY: Todd Parton, City Manager

(Printed name and title)

Date



EXECUTIVE SUMMARY
9/4/2025

AGENDA SUBJECT:

Approval of bid for construction and City participation in oversizing costs of a lift station and force main for Edgewood Phase 2, Section 2, according to the terms outlined in the Edgewood Subdivision Development Agreement (Section 4.02.a (3)) approved by the City Council on March 3, 2022.

BACKGROUND:

On March 3, 2022, the City Council approved a development agreement with Edgewood Development. The agreement specifies that the City would reimburse the cost of the oversized utility lines requested by the City. The Developer shall be eligible to receive Impact Fee Rebates for the reimbursable costs subject to the provisions and limitations set forth in the attached agreement.

This reimbursement request is for the portion of the Onsite Wastewater Project in the agreement that includes a lift station to serve a total of 483 LUEs, oversized to serve an additional 369 LUEs and over 1,000 LF of force main oversized from four inches (4") to six inches (6"). The Offsite Water Main Project, Offsite Wastewater Main Project and the gravity wastewater line portion of the Onsite Wastewater Project listed in the agreement were completed and accepted by the City in 2022.

As a part of this request, the engineer of record for this project is required to submit a recommendation with the bid tabs for the reimbursable expenses in accordance with the development agreement. In addition, city staff have reviewed the six (6) submitted bids and recommend awarding the construction contract, which includes oversized facilities, to JL Gray Construction.

The portion subject to impact fee credits is between Alternate #1 (not oversized facilities) and Alternate #2 (oversized facilities) in the attached bid tabs.

The submitted reimbursable expense for the development recommended bid is \$77,804.75 for the difference between Alternate #1 and Alternate #2.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$77,804.75
<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>	Utility

Attachments:

1. Edgewood Development Agreement 03-03-2022 (20-DA-004)
2. Edgewood Phase 2-2 ROA
3. Edgewood Phase 2 Section 2 Compiled Seal Bid Tab



DEVELOPMENT AGREEMENT FOR THE EDGEWOOD DEVELOPMENT

This Development Agreement for the Edgewood Development (this “**Agreement**”) is made and entered into, effective as of the 3rd day of March, 2022 (the “**Effective Date**”), by and between the **City of Leander, Texas**, a Texas home rule municipal corporation (the “**City**”), **M/I Homes of Austin, LLC**, an Ohio limited liability company (the “**Developer**”), and **Cannon 140 LP**, a Texas limited partnership (the “**Landowner**”). The Landowner is joining this Agreement solely for the purpose of consenting to the development of the Property pursuant to the terms and conditions contained in the Agreement. The City and the Developer are sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**”. The Parties agree as follows.

Article I. Purpose; Consideration

1.01. Property. The Developer and Landowner each own portions of the certain 140.239 acre tract located in Williamson County, Texas, being more particularly described in **Exhibit A** attached hereto and incorporated herein for all purposes (the “**Property**”). The Developer intends to purchase and develop the remainder of the Property over time. The Parties agree that all rights and obligations relating to the development of the Property are held uniquely by the Developer. The Property is proposed for development as a single-family subdivision development with approximately 378 dwelling units (the “**Development**”). The Property is located in the City limits and currently has the appropriate zoning for the Development.

1.02. Purpose. The City desires to contract with the Developer to oversize an off-site water main and an off-site wastewater main (collectively, the “**Offsite Infrastructure**”) and certain onsite wastewater improvements, including a force main, lift station, and a gravity wastewater line to serve areas outside of the Property (collectively the “**Onsite Wastewater Infrastructure**”), as more particularly described in Article III below, to serve City customers outside of the Property, with the City rebating water impact fees and wastewater impact fees to the Developer as provided herein to offset the costs incurred by the Developer to oversize the Offsite Infrastructure and Onsite Wastewater Infrastructure. The Offsite Infrastructure and Onsite Wastewater Infrastructure will be conveyed to and operated by the City as part of the City’s utility system upon completion in accordance with the requirements of this Agreement. The Developer wishes to receive impact fee rebates for a portion of the costs of oversized Offsite Infrastructure and Onsite Wastewater Infrastructure to be installed under this Agreement. The Developer further wishes to install overhead electric lines to serve the Property on a temporary basis during development, with the understanding that the overhead electric within the Property will be replaced with underground electric lines per City rules in phases as the Property is developed.

1.03. General Benefits. The City will benefit from this Agreement by virtue of the oversizing of the Offsite Infrastructure and construction of the Onsite Wastewater Infrastructure as provided herein and agrees that the provisions of this Agreement substantially advance a legitimate interest of the City by providing public infrastructure, expanding the tax base of the City, increasing employment, promoting economic development, and stimulating business and commercial activity in the City. The Developer will benefit from this Agreement by virtue of: (i) the water and wastewater service that will be made available to the Property through the use of the City’s water and wastewater utility system, (ii) the water and wastewater impact fee credits provided by the City to the Developer as provided herein to offset the costs incurred by the Developer to oversize the Offsite

Infrastructure, and (iii) the ability to install overhead electric lines to serve the Property on a temporary basis during development.

1.04. Authority. This Agreement is entered into pursuant to the City Charter and applicable Texas law, including the City's authority as a home rule municipality under Article XI, Section 5 of the Texas Constitution.

1.05. Consideration. The benefits to the Parties set forth in this Article I, plus 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. Term; Termination

2.01. Term. The term of this Agreement shall be ten (10) years from the Effective Date hereof, subject to earlier termination as provided in this Agreement.

2.02. Termination. The Parties further mutually agree that this Agreement shall be in full force and effect from the Effective Date hereof and that either party may pursue remedies for any default of this Agreement, including termination, in accordance with the provisions of Article X of this Agreement.

Article III. The Project

3.01. Offsite Water Main Project. The offsite water main project consists of the construction, installation, and extension of approximately 6,850 linear feet of offsite water transmission main, oversized from twelve inches (12") to sixteen inches (16") in diameter, from the City's existing sixteen inch (16") water line located at the intersection of Ronald Wilson Reagan Boulevard and RM 2243 east along RM 2243 and then south along CR 175 to the Property, along the route approved by the City and generally shown in blue in Exhibit B (the "Offsite Water Main Project"). The Offsite Water Main Project includes the water main and those facilities and equipment required for the water main to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards, the approved construction plans, and good design and engineering practices. The City agrees that the Offsite Water Main Project may be installed within the right-of-way of RM 2243 and CR 175 and Developer agrees to obtain all necessary permits from all applicable regulatory authorities prior to beginning construction of the Offsite Water Main Project.

3.02. Offsite Wastewater Main Project. The offsite wastewater main project consists of the construction, installation, and extension of approximately 3,000 linear feet of offsite wastewater collector main, oversized from eight inches (8") to twelve inches (12") in diameter, southward along CR 175 and then westward through an existing easement to the City's existing thirty-six inch (36") Brushy Creek Wastewater Interceptor, along the route approved by the City and generally shown in green in Exhibit B (the "Offsite Wastewater Main Project"). The Offsite Wastewater Main Project includes the wastewater main and those facilities and equipment required for the wastewater main to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards, approved construction plans, and good design and engineering practices.

3.03 Onsite Wastewater Project. The onsite wastewater project consists of the construction

of: (1) a lift station to serve a total of 483 LUEs, oversized to serve an additional 369 offsite LUEs; (2) 1,650 LF of force main, oversized from four inches (4") to six inches (6"); and (3) 3,000 LF of gravity wastewater line, oversized from eight inches (8") to twelve inches (12"), all as generally depicted on **Exhibit C** (the "Onsite Wastewater Project"). The Onsite Wastewater Project will be designed and constructed in four (4) separate phases, as depicted on **Exhibit C**. The Onsite Wastewater Project includes the lift station, force main and gravity wastewater line and those facilities and equipment required for the efficient operation of the wastewater system, to provide service to the Property and adjacent properties, and to comply with all applicable state and local rules, regulations, and standards, approved construction plans, and good design and engineering practices.

3.04 Timely Completion. The Offsite Water Main Project, the Offsite Wastewater Main Project, and the Onsite Wastewater Project shall be referred to collectively as the "Project". The Developer shall use reasonable efforts to complete and obtain City acceptance of the Project on or before the seven (7) year anniversary of the filing date of the Preliminary Plat. No final plat of land out of the Property will be recorded until the associated segment of the Project required to be completed to provide water and wastewater service to the land within the final plat is completed by the Developer or the Developer posts with the City fiscal surety that complies with the City's subdivision regulations to guarantee completion of the Project. The Developer may construct the Project in one or more phases. Each phase of the Project shall be completed by Developer and Developer shall obtain City acceptance of the Project in accordance with the procedures and time frames set forth in the City's Subdivision Ordinance. 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. The Parties agree that the Developer is not required to oversize any internal water or wastewater utility infrastructure under this Agreement, unless otherwise provided in this Agreement.

Article IV. Project Engineer; Bidding of Project

4.01. Project Engineer. The Developer will retain a licensed professional engineer to prepare the design, construction plans and specifications, and supporting documentation for the Project in accordance with good engineering practices, the design and construction standards of all applicable state and local regulations, and this Agreement ("Project Engineer"). The Project Engineer will work and coordinate with the City Engineer to obtain the timely review and approval by the Developer, the City Engineer, and the Director of Development Services of the design, plans, specifications, and construction of the Project. The Developer shall be responsible for ensuring that the Project Engineer complies with the terms of this Agreement, including with regard to the responsibilities assigned to the Project Engineer herein.

4.02. Bidding for the Project.

(a) The Project Engineer will advertise the Project for sealed competitive bids in compliance with the Texas Local Government Code based on the City Engineer approved design and plans and specifications, and will recommend the lowest qualified bidder/contractor to the Developer and the City. The Project Engineer will provide the City Engineer and the City's purchasing agent with: (i) prior written notice of the dates of advertisement for bids and the opening of the bids; and (ii) a copy of the advertisement for bids. Notwithstanding anything contained herein to the contrary, the Developer is responsible for bidding the Project in compliance with Chapter 252,

Texas Local Government Code. The Developer will utilize a unit price contract for the Project. The Project includes the components described in subsections (a)(1), (2), and (3) below:

(1) The Offsite Water Main Project will be advertised for bids with an alternate bid being required for a twelve inch (12") water main ("**Offsite Water Main Alternate #1**") and an alternate bid being required for a sixteen inch (16") water main ("**Offsite Wastewater Main Alternate #2**"), together, in each case, with all equipment and related facilities and structures shown on the City approved plans and specifications for the Offsite Water Main Project. The responsive bids must clearly and separately demonstrate the amounts bid for the Offsite Water Main Project (Offsite Water Main Alternates #1 and #2).

(2) The Offsite Wastewater Main Project will be advertised for bids with an alternate bid being required for an eight inch (8") wastewater collector main ("**Offsite Wastewater Main Alternate #1**") and an alternate bid being required for a twelve inch (12") wastewater collector main ("**Offsite Wastewater Main Alternate #2**"), together, in each case, with all equipment and related facilities and structures shown on the City approved plans and specifications for the Offsite Wastewater Main Project. The responsive bids must clearly and separately demonstrate the amounts bid for the Offsite Wastewater Main Project (Offsite Wastewater Main Alternates #1 and #2).

(3) The Onsite Wastewater Project will be advertised for bids with an alternate bid being required for: a lift station serving 114 LUEs in the Property, a four (4") inch force main, and an eight (8") gravity wastewater line ("**Onsite Wastewater Project Alternate #1**") and an alternative bid being required for a lift station serving 483 LUEs (to serve the Property and additional off-site connections), a six (6") inch force main, and a twelve (12") gravity wastewater line ("**Onsite Wastewater Project Alternate #2**"), together, in each case, with all equipment and related facilities and structures shown on the City approved plans and specifications for the Onsite Wastewater Project. The responsive bids must clearly and separately demonstrate the amounts bid for the Onsite Wastewater Project (Onsite Wastewater Alternates #1 and #2). It is anticipated that the Onsite Wastewater Project will be designed, bid, and constructed in four different phases.

(b) The City Engineer shall within a reasonable time evaluate the bids for the Project to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations, may be appropriately corrected or rejected by the City Engineer. The City Engineer will approve the award of the contract to the lowest qualified bidder/contractor, as recommended by the Project Engineer, and to proceed with the Project if the City Engineer determines that the bids for the Project are fair and balanced, after correcting or rejecting any unbalanced or skewed bids.

(c) Within ten (10) business days after the City's receipt of the bids described in subsection 4.02(a)(1), (2), and (3), the City Engineer will notify the Developer of his/her decision on whether to recommend approval or rejection of a bid and whether the City elects to proceed with the oversizing of each portion of the Project. If the City Engineer recommends approval of the bid relating to the oversizing of a portion of the Project, then the approval of the bid will be placed on the next available City Council agenda for action, not to exceed forty five (45) business days from the date the City received the bid, and the City shall not unnecessarily delay in the consideration of the approval of the bid. If the City approves a bid, as presented, that includes the oversizing of

a portion of the Project, the Developer shall be eligible to receive Impact Fee Rebates for the Reimbursable Costs, as described in Section 5.02. To the extent the City approves a bid(s) that includes the oversizing of a portion of the Project, the Developer may award a contract to a bidder/contractor that was not the lowest qualified bidder/contractor for the portion of the Project to be oversized. However, Developer shall only be eligible to receive Impact Fee Rebates for Reimbursable Costs that correspond to the bid(s) approved by the City, as contemplated in Section 5.02, and not for any amounts that exceed the bid approved by the City.

(d) If the City Engineer recommends rejection of all of the bids, then the Developer will have the right to terminate this Agreement upon written notice to the City without any liability or penalty therefor.

Article V. Cost of the Project; Reimbursable Costs

5.01. Project Facilities Costs and Expenses. The Developer shall contract for, fund, and pay for the design, bidding, contract negotiation, installation, and construction of the Project and shall be entitled to Impact Fee Rebates, as defined and provided in Article VI below, of up to one hundred percent (100%) of the Reimbursable Costs (defined in Section 5.02 below) from the City, based on the oversizing of the Project, as provided in Section 4.02 above, subject to the provisions and limitations set forth in this Agreement.

5.02. Reimbursable Costs. The “Reimbursable Costs” for the Project shall include the following expenditures:

- (a) the difference between the dollar amount of the approved bid for the Offsite Water Main Alternate #1 and the dollar amount of the approved bid for the Offsite Water Main Alternate #2;
- (b) the difference between the dollar amount of the approved bid for the Offsite Wastewater Main Alternate #1 and the dollar amount of the approved bid for the Offsite Wastewater Main Alternate #2;
- (c) the difference between the dollar amount of the approved bid for the Onsite Wastewater Project Alternate #1 and the dollar amount of the approved bid for the Onsite Wastewater Project Alternate #2;
- (d) the City’s approval of any Project cost overruns, as further described in Section 5.04; and
- (e) all other necessary and reasonable out of pocket costs expended by the Developer and approved by the City, provided that all such sums and amounts shall have been approved by the City Council prior to the Developer commencing work in connection with the Project. Developer shall not receive or be entitled to receive any Impact Fee Rebates or reimbursements for any of the costs attributable to any portion of the Project that is not oversized and installed and constructed by Developer, unless otherwise noted in this Agreement.

5.04. Project Cost Overruns. To the extent the actual costs of the Project exceed the costs included in the bids approved by the City under Section 4.02(c), the Developer may request that the City Engineer review all invoices, change orders, pay applications, receipts, and/or other relevant documentation relating to the actual costs for the Project. The City Engineer will review all documentation relating to the increased costs of the Project within thirty (30) days of the

Developer's request. Upon the approval of the increased actual costs of the Project by the City Engineer, the City Council will consider an item at their next regularly scheduled meeting to amend the total amount of the Reimbursable Costs for the Project to account for increased costs relating to the Project. If the total amount of Reimbursable Costs is amended, the City will adjust the payment of Impact Fee Rebates accordingly, as described in Article VI.

Article VI. Collection and Payment of Impact Fees

6.01. Payment of 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 water and wastewater service by the City shall be required to pay the City's water impact fee (the "**Water Impact Fee**") and 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, from time to time, and that is in effect when the fee is paid. The Water Impact Fee and the Wastewater Impact Fee are referred to collectively as the "**Impact Fees**". The Impact Fees 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 water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract or parcel of land.

6.02. Water Impact Fee Rebates. Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement, Developer shall receive a rebate of sixty percent (60%) of the Water Impact Fees paid to the City for connections to the City water utility system within: (i) the Property; and (ii) within land or developments that connect to the Project by a direct connection or by a water line that is not listed and included in the City capital improvements plan and ordinance that establishes the Water Impact Fees (the "**Water Impact Fee Rebates**"). The Water Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Water Impact Fee Rebates, or a combination of Water Impact Fee Rebates and one or more payments from the City equal to the Reimbursable Costs for the water improvements described in Section 5.02(a)(1); (ii) the expiration of this Agreement; or (iii) the termination of this Agreement by reason of a Developer default. The City may at any time, in its sole discretion, pay the Developer the balance of the Reimbursable Costs for the water improvements from any source of funds available to the City in one or more lump sum payments.

6.03. Wastewater Impact Fee Rebates. Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement, Developer shall receive a rebate of sixty percent (60%) of the Wastewater Impact Fees paid to the City for connections to the City wastewater utility system within: (i) the Property; and (ii) within land or developments that connect to the Project by a direct connection or by a wastewater line that is not listed and included in the City capital improvements plan and ordinance that establishes the Wastewater Impact Fees (the "**Wastewater Impact Fee Rebates**"). The Wastewater Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Wastewater Impact Fee Rebates, or a combination of Wastewater Impact Fee Rebates and one or more payments from the City equal to the Reimbursable Costs for the wastewater improvements described in 5.02(a)(2) and (3); (ii) the expiration of this Agreement; or (iii) the termination of this Agreement by reason of a Developer default. The City may at any time,

in its sole discretion, pay the Developer the balance of the Reimbursable Costs for the wastewater improvements from any source of funds available to the City in one or more lump sum payments. The Water Impact Fee Rebates and Wastewater Impact Fee Rebates will be collectively referred to as the **"Impact Fee Rebates"**.

6.04. Suspension of Impact Fee Rebates. The City may suspend payment of Impact Fee Rebates if Developer is in default of this Agreement until such time that Developer cures the default.

6.05. Escrow Accounts. Commencing on the Effective Date and continuing until the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates have been fully paid to the Developer in accordance with this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the **"Water Escrow Account"**) and a separate escrow account for Wastewater Impact Fees (the **"Wastewater Escrow Account"**). The City will deposit into the Water Escrow Account sixty percent (60%) of the Water Impact Fees paid to and received by the City for water connections listed in Section 6.02. The City will deposit into the Wastewater Escrow Account sixty percent (60%) of the Wastewater Impact Fees paid to and received by the City for wastewater connections listed in Section 6.03. The Water Escrow Account and the Wastewater Escrow Account will be held by the City and the Water Impact Fee Rebates and the Wastewater Impact Fee Rebates paid out to Developer as provided in this Agreement. Payments of Water Impact Fee Rebates and the Wastewater Fee Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Offsite Water Main Project and the Offsite Wastewater Main Project

6.06. Payment of Water Impact Fee Rebates. Water Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Water Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the calendar quarter in which the City receives the Water Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Water Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. Developer shall not receive Water Impact Fee Rebates that are in excess of the Reimbursable Costs of the water improvements.

6.07. Payment of Wastewater Impact Fee Rebates. 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 calendar quarter in which the City receives the Wastewater Impact Fees. The payments will be in an amount equal to sixty percent (60%) of the Wastewater Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. The Developer shall not receive Wastewater Impact Fee Rebates that are in excess of the Reimbursable Costs of the wastewater improvements.

Article VII. Development of the Property

7.01. Vesting. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees that Developer has vested authority to develop the Property in accordance with the Applicable Regulations, as modified by this Agreement and any subsequently approved modifications, waivers or variances to City ordinances, notwithstanding any subsequently adopted ordinances, rules or regulations, or changes or modifications to the City's ordinances, rules and regulations which will only be applicable to the extent allowed by Chapter 245, Texas Local Government Code (the **"Vested Rights"**), provided that the Vested Rights will terminate and expire in the event that: (1) Developer, or its successors or assigns with respect to

any affected portion of the Property, agrees in writing to such modification or revocation; (2) Developer fails to complete and obtain final City acceptance of one or more subdivision sections out of the Property within five years after the Effective Date, or thereafter abandons development of the Property; (3) an application for an amendment of the concept plan for the Property is submitted by Developer that substantially changes the density, land uses, parkland or transportation improvements from that approved by the City as contemplated by this Agreement; or (4) State law or court order mandates otherwise. The Concept Plan for the Property approved by the City on February 23, 2021 is attached as **Exhibit D**. Except as modified by this Agreement, the Property will be developed in compliance with the Applicable Regulations, and the City hereby confirms, acknowledges, and agrees that the Developer has vested authority to develop the Property in accordance with the Applicable Regulations, as modified by this Agreement. If there is any conflict between the Applicable Regulations, as defined herein, and the terms of this Agreement, the terms of this Agreement will control. As used in this Agreement, "abandons development of the Property" or "abandons the project" means that Developer commences the development of a subdivision section within the Property for which all required permits have been issued, but fails to complete such development within five years thereafter.

7.02. Development of the Property. Except as modified by this Agreement, the Property will be developed in accordance with all applicable City, State, and federal regulations as of the Effective Date (collectively, the "**Applicable Regulations**"), as well as good engineering practices. Ordinances, rules, or regulations, or changes or modifications to the City's ordinances, rules, and regulations adopted after the Effective Date will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code.

7.03. Temporary Overhead Electric Lines. It is acknowledged that there is minimal electric infrastructure in the area of this Development and that there exists a public necessity for electric infrastructure. In order to facilitate the installation of electric infrastructure to serve the area in which the Property is located, the City agrees that, instead of initially installing underground electric lines, as would otherwise be required by the Applicable Regulations, the Developer may instead install offsite and onsite overhead electric lines to serve the Property, as depicted in the attached **Exhibit E**; provided, however, that, as each phase of the Property is developed, the Developer will be required to cause the onsite overhead electric lines within such phase to be replaced with underground electric lines in accordance with the Applicable Regulations. The Developer will not be required to cause any offsite overhead electric lines to be replaced with underground electric lines. All of the costs and expenses associated with the installation of onsite and offsite, overhead, and underground electric lines for the Development shall be paid by the Developer.

7.04. Masonry Requirements. For purposes of this Agreement and the Applicable Regulations, the definition of "masonry" shall include stone, brick, or stucco. The exterior wall standards set forth in this section shall apply to all structures located on the Property. At least eighty-five percent (85%) of the combined exterior surface area of all walls, including all stories of primary buildings / structures, shall consist of stone, brick, painted or tinted stucco, or similar material approved by the Director of Planning.

7.05. County Road 175 Culvert Crossing; Roadway Adequacy Fee. In addition to the construction of the Project, the Developer agrees to replace the existing culvert crossing (the "**Culvert Improvements**") located approximately 4,850 feet south of the intersection of RR 2243

and CR 175 to convey 25-year stormwater flow, as defined by the City of Leander Code of Ordinances. The Culvert Improvements will be constructed at the location and pursuant to the specifications included in the attached **Exhibit F** and the City of Leander Standard Construction Details adopted on January 6, 2021. The parties agree that, pursuant to Section 10.03.003(c), City of Leander Code of Ordinances, the Developer shall be responsible for a roadway adequacy fee relating to the Development. The City Engineer will timely review all payments undertaken by the Developer relating to the design and construction of the Culvert Improvements. Upon approval by the City Engineer of such payments, the City will provide a credit to the Developer to offset any payments then due (or coming due) to the City relating to the applicable roadway adequacy fee for the Development. In the event that costs relating to the Culvert Improvements exceed the total amount of the roadway adequacy fee for the Development, the City agrees to waive the entirety of the fee and the Developer agrees to bear any costs in excess of the fee.

Article VIII. Additional Agreements

8.01. Additional City Agreements. The City hereby agrees:

- (a) to coordinate with the Project Engineer on specific design requirements and specifications; and to review, and to approve and sign the plans and specifications for the Project in a timely manner;
- (b) to review and approve the plans, specifications, bids for, and costs of the Project in a timely manner;
- (c) during the course of the Project, to review, approve and sign necessary and appropriate change orders in a timely manner; to perform all inspections of the Project in a timely manner; and to approve the Project and Project Costs, including the Reimbursable Costs, in a timely manner if constructed in accordance with the City approved plans and specifications;
- (d) after completion and final acceptance by the City of the Project as constructed, to accept the Project as part of the City's water utility system and wastewater utility system, as applicable, and use the Project to provide water and wastewater service within the Property on the same terms and conditions as the City serves similarly situated and occupied properties;
- (e) after the Developer completes construction and obtains City acceptance of the Project and upon the Developer completing construction of a phase or section of the Development in compliance with this Agreement and the City giving final acceptance of that phase or section, the City will approve connections to the water system and the wastewater system, as appropriate, apply the payment of Impact Fees, as described in Section 6.01, pay Impact Fee Rebates, as described in Section 6.06 and 6.07, and provide such services within the completed phase or section of the subdivision on the same terms and conditions as then provided within other areas of the City;
- (f) to review and process the applications made, and the plans and specifications submitted, by the Developer with respect to the Development in a timely manner;
- (g) to provide use of all necessary City rights-of-way and easements as may be necessary for construction of the Project. ; and

- (h) to timely perform and complete each task, duty, and responsibility of the City set forth in this Agreement.

8.02. Additional Developer Agreements. The 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 Article IV;
- (b) to review and approve the plans and specifications for the Project (including the estimated cost of the Project), 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 so that the City can assure that the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, 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 competitive bids approved by the City and the Developer for construction of the Project in accordance with the procedures set forth in this Agreement;
- (e) to dedicate the improvements constituting the Project, as applicable, to the City upon completion of same in accordance with the plans and specifications therefor and this Agreement;
- (f) to pay, or to cause its successors and assigns to pay, the City's water and wastewater impact fees the City establishes by ordinance for each lot, tract, parcel or building site in the Subdivision prior to utility service being provided to such lot, tract, parcel or building site, unless the City has elected instead to credit some or all of the amount of the unreimbursed Reimbursable Costs, as herein defined, against the amount of such fees that would otherwise be owed to the City, in which event Developer, its successors and assigns shall pay the amount of such fees not credited;
- (g) to pay, or cause its successors and assigns to pay, to the City, unless otherwise provided by this Agreement, all other fees and charges provided for or established by the Applicable Regulations for or with respect to the development of the Property when due, including, but not limited to, zoning and subdivision application fees, building permit fees, and water and water tap and use fees and impact fees;
- (h) to timely perform and complete each task, duty and responsibility of the Developer set forth in this Agreement; and
- (i) to pay the City all legal fees incurred by the City in the negotiating and drafting of this Agreement.

Article IX. Assignment of Commitments and Obligations

9.01. Developer Assignment of Agreement. The Developer's rights and obligations under this Agreement may be assigned by the Developer to one (1) or more purchasers of all or part of the Property; provided the City Council of the City must first approve and consent to any such assignment by the Developer of this Agreement or of any right or duty of the Developer pursuant to this Agreement; which consent shall not be unreasonably withheld or delayed. The City hereby expressly consents to and approves any future assignment of the Developer's rights and obligations under this Agreement (wholly or partially) to Landowner and agrees that no further consent to any such assignment to Landowner will be necessary; however, a copy of such assignment must be delivered to the City within ten (10) business days of execution. If the Developer assigns its rights and obligations hereunder as to a portion of the Property in accordance with the terms of this Agreement, then the rights and obligations of any assignee and the Developer will be severable, and the Developer will not be liable for the nonperformance of the assignee and vice versa. In the case of nonperformance by one Developer, the City may pursue all remedies against that nonperforming Developer(s), but will not impede development activities of any performing Developer as a result of that nonperformance.

9.02. Binding Obligations. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns; however, this Agreement is not intended to and will expressly not encumber any platted single family residential lot within the Property that has been improved with a residence constructed thereon.

Article X. Default and Related Provisions

10.01. Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such Party of notice of default from the other Party. Upon the passage of fourteen (14) business days without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting Party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of a default not cured within the applicable time period set forth above, the non-defaulting Party may terminate this Agreement or seek other equitable relief not inconsistent with this Agreement, including, without limitation, specific performance, to enforce the terms of 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.

10.02. 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.

10.03. Attorneys' Fees. A Party shall not be liable to the other Party for attorney 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.

10.04. 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.

10.05. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the Party claiming such inability.
- (b) If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out any of 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.

Article XI. Notices

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

Any notice mailed to the City shall be addressed:

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

with copy to:

The Knight Law Firm, LLP
Attn: Paige H. Saenz
223 West Anderson Lane, #A105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

M/I Homes of Austin, LLC
Attn: Ruth Waters
405 State Hwy. 121, Suite A-110
Lewisville, Texas 75067

with copy to:

Cannon 140 LP
Attn: Terry Guerin
202 Picea Drive
Lakeway, Texas 78734

And

Singleton Cooksey PLLC
Attn.: Robert H. Singleton, Jr.
6363 Woodway, Suite 600
Houston, Texas 77057

Any Party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Article XII. Miscellaneous Provisions

12.01. The Parties acknowledge that the mutual promises and obligations of the Parties expressed herein are good, valuable, and sufficient consideration for this Agreement. The Parties further acknowledge that the City and the Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were the 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, Developer hereby waives any and all claims or causes of action against the City that 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.

12.02. This Agreement, together with any exhibits attached hereto, constitutes the entire

agreement between Parties with respect to the subject matter hereof and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

12.03. 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.

12.04. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

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

12.06. This Agreement shall be recorded in the Official Public Records of Williamson County, Texas within ninety (90) days after the Effective Date.

12.07. 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.

12.08. 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 the 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.

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

12.10. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, and subject to applicable Federal law, the Developer represents that the Developer and all wholly owned subsidiary, majority-owned subsidiary, parent company and affiliates of Developer do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, the Owner represents that the Owner and all wholly owned subsidiary, majority-owned subsidiary, parent company and affiliates of Owner do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase "Discriminates Against a Firearm Entity or Firearm Trade Association" as used in this paragraph have the meanings assigned to the phrase "Discriminate Against a Firearm Entity or Firearm Trade Association" in Section 2274.001(3) of the Texas Government Code, as amended.

12.11. To the extent the Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance with therewith, 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 energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase "Boycott Energy Companies" as used in this paragraph have the meanings assigned to the phrase "Boycott Energy Company" in Section 809.001 of the Texas Government Code, as amended.

12.12. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

12.13. The City and the Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

12.14. To facilitate execution, this Agreement may be executed in any number of counterparts. All executed counterparts of this instrument will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

12.15. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

<u>Exhibit A</u>	-	Property Description
<u>Exhibit B</u>	-	General Route of Offsite Water Main Project and Offsite Wastewater Main Project
<u>Exhibit C</u>	-	Onsite Wastewater Project
<u>Exhibit D</u>	-	Approved Concept Plan
<u>Exhibit E</u>	-	Electricity Lines
<u>Exhibit F</u>	-	CR 175 Culvert Improvements

[signature pages follow]

EXECUTED in multiple originals this the 3rd day of March, 2022.

CITY:

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

Attest:

By: Dara Crabtree
Name: Dara Crabtree
Title: City Secretary

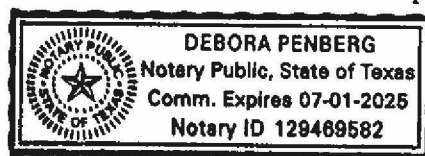
By: C. deLisle
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 3rd day of March, 2022,
by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal
corporation, on behalf of said corporation.

(SEAL)

Debora Penberg
Notary Public, State of Texas



LANDOWNER:

Cannon 140 LP,
a Texas limited partnership

By: Cannon 140 GP, LLC,
a Texas limited liability company,
its General Partner

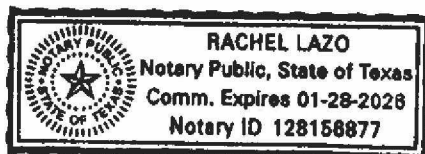
By: *Michael K. Love*
Name: Michael K Love
Title: President

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on this 14 day of February, 2022,
by Michael K. Love, President of Cannon 140 GP, LLC, a Texas limited liability
company, General Partner of Cannon 140 LP, a Texas limited partnership, on behalf of said
limited liability company and limited partnership.

Rachel Lazo
Notary Public, State of Texas

(SEAL)



DEVELOPER:

M/I Homes of Austin, LLC
an Ohio limited partnership

By: William G. Peckman
Name: WILLIAM G. PECKMAN
Title: AREA PRESIDENT

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 14th day of FEBRUARY, 2022, by WILLIAM G. PECKMAN, AREA PRESIDENT of M/I Homes of Austin, LLC, an Ohio limited liability company, on behalf of said limited liability company.

(SEAL)

Austin Evetts
Notary Public, State of Texas

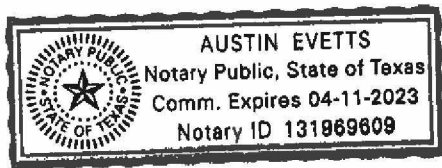
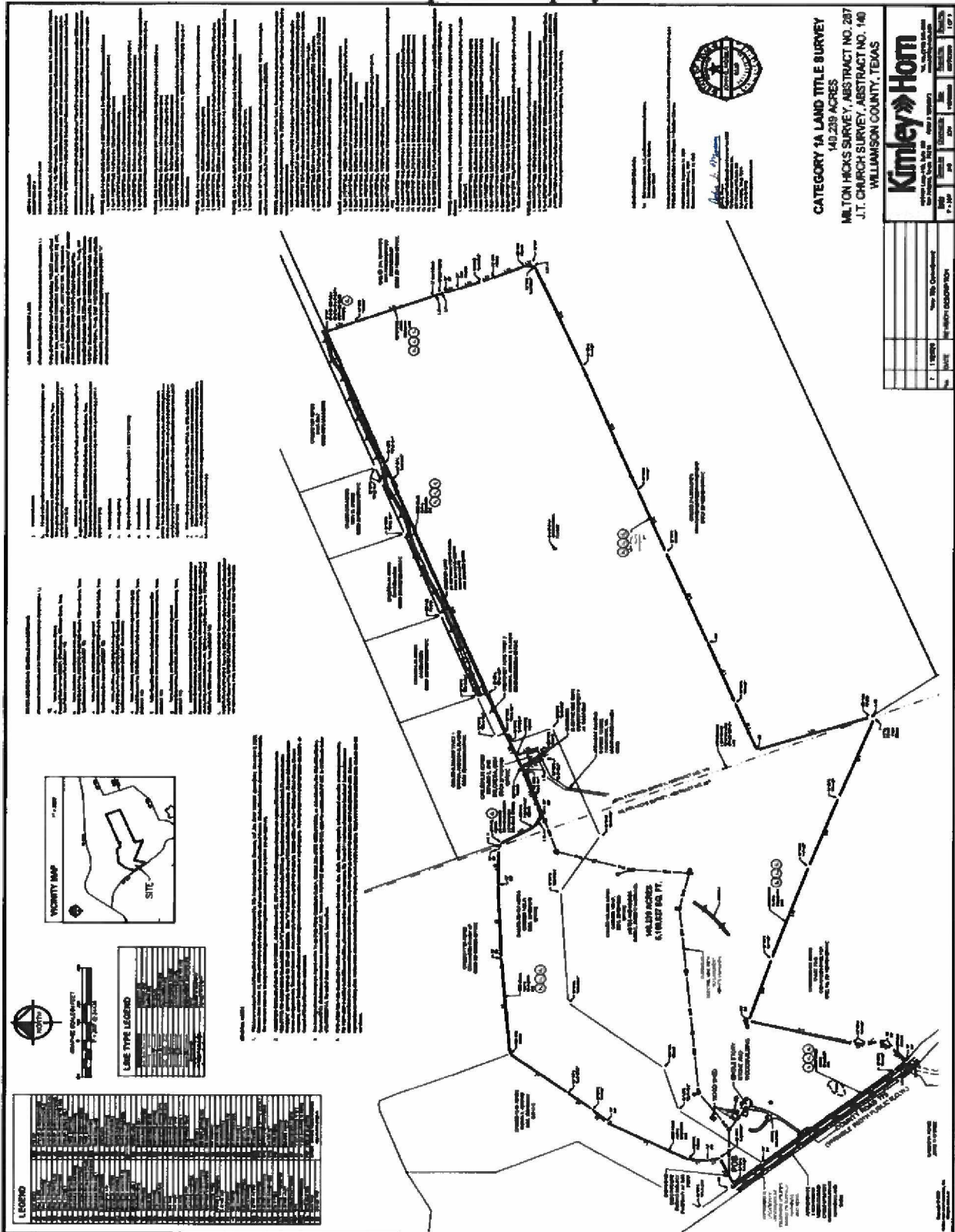
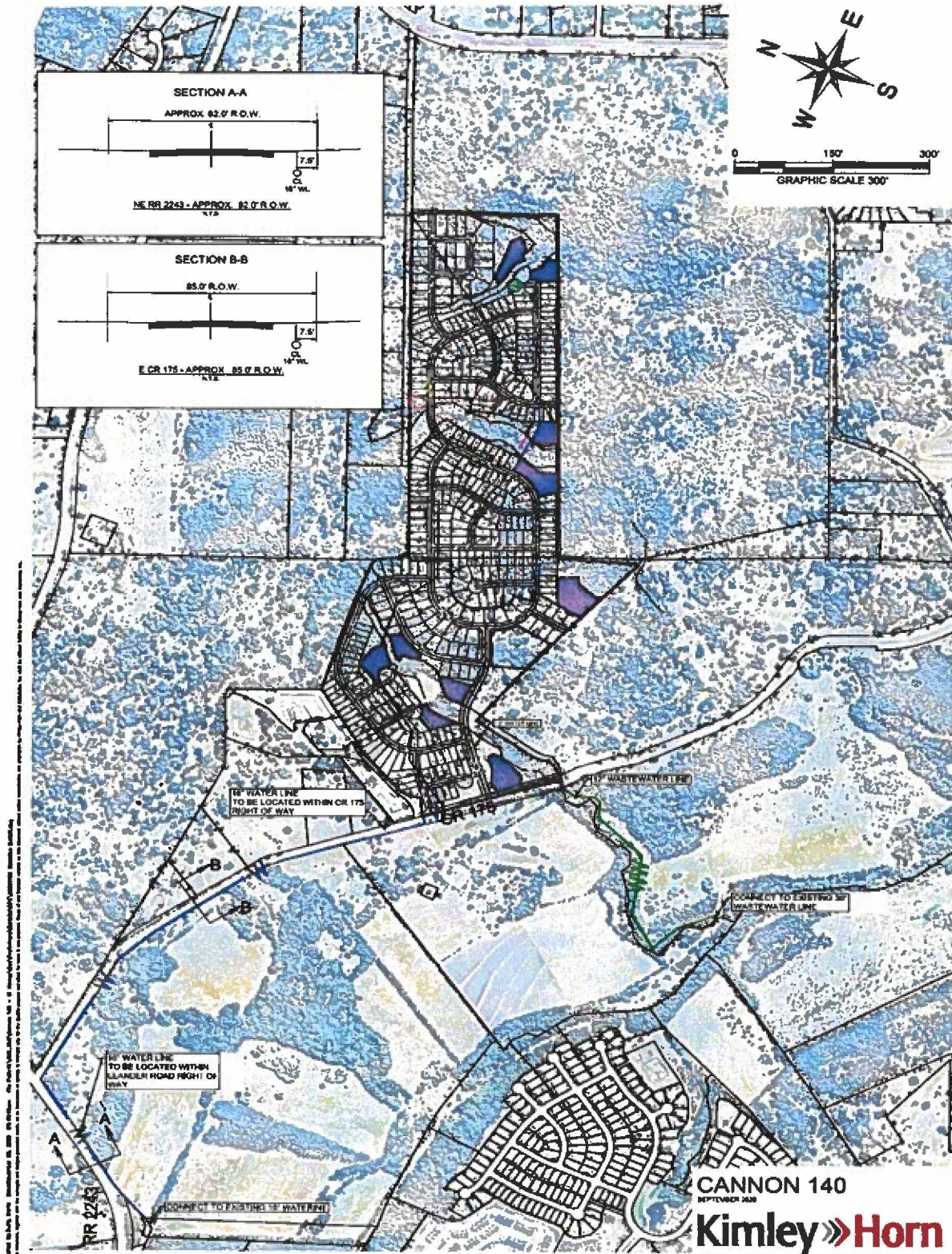


EXHIBIT A **Description of Property**



RECORDERS MEMORANDUM
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recording.

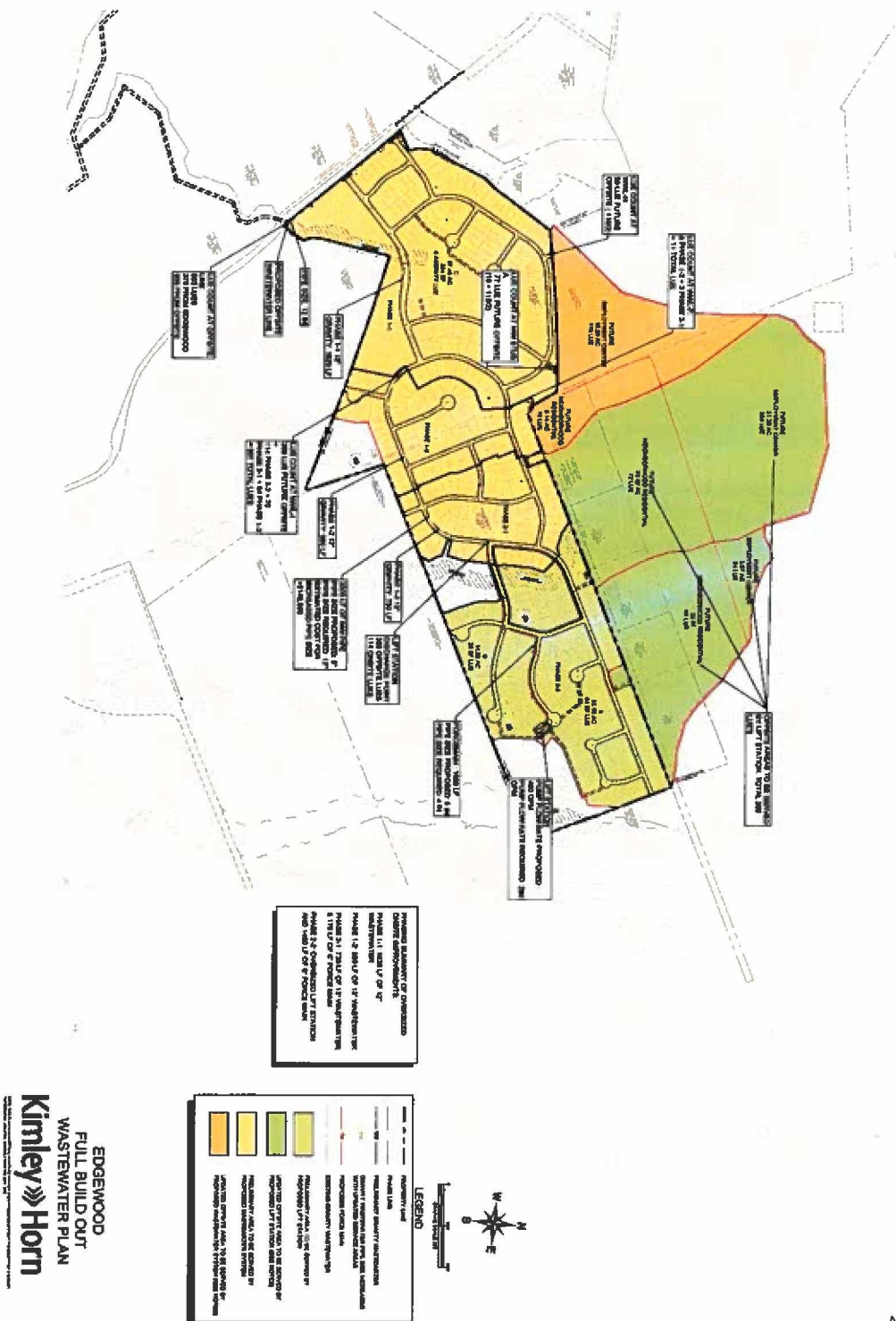
EXHIBIT B
General Route of Offsite Water Main Project and Offsite Wastewater Main Project



RECORDERS MEMORANDUM
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 not clearly legible for satisfactory
 recordation.

Exhibit "C" Onsite Wastewater Project

THE CITY OF EDGEMOOD, TEXAS, HAS REVIEWED THE PROJECT AND HAS DETERMINED THAT THE PROJECT IS IN ACCORDANCE WITH THE CITY'S ZONING ORDINANCES AND THE CITY'S WASTEWATER TREATMENT ACT. THE CITY'S WASTEWATER TREATMENT ACT IS A LAW THAT REQUIRES ALL WASTEWATER TREATMENT PLANTS TO BE DESIGNED TO TREAT WASTEWATER TO A LEVEL THAT IS SAFE FOR THE ENVIRONMENT. THE CITY'S WASTEWATER TREATMENT ACT IS A LAW THAT REQUIRES ALL WASTEWATER TREATMENT PLANTS TO BE DESIGNED TO TREAT WASTEWATER TO A LEVEL THAT IS SAFE FOR THE ENVIRONMENT.



RECORDERS MEMORANDUM
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not clearly legible for satisfactory
recording.

Approved Concept Plan

CANNON 140

CONCEPT PLAN

20-CP-011

PROJECT INFORMATION

PROPERTY OWNER:
CANNON HOLDING
 14000 CANNON ROAD
 HOUSTON, TEXAS 77058-1730

PROJECT LOCATION:
 IMMEDIATE NORTH: 14000 CANNON ROAD BUILDING, 4 NORTH 2000 EASTERN, TX 77058-0900

PROJECT TYPE:
 14000 CANNON ROAD BUILDING, 4 NORTH 2000 EASTERN, TX 77058-0900

PROPERTY ADDRESS:
 14000 CANNON ROAD, 4 NORTH 2000 EASTERN, TX 77058-0900

PROJECT TO DATE:
 14000 CANNON ROAD, 4 NORTH 2000 EASTERN, TX 77058-0900

LOCATION KEY

INDEX OF SHEETS

SHEET NO.	SHEET TITLE
1	CONCEPT PLAN
2	CONCEPT PLAN

NOTES

1. DEVELOPMENT PROPOSED OVER 2,000 AVERAGE DAILY TRIPS, A RE-DESIGN IS PROPOSED IN PLACE OF A TR.

2. DEVELOPMENT PROPOSED OVER 2,000 AVERAGE DAILY TRIPS, A RE-DESIGN IS PROPOSED IN PLACE OF A TR.

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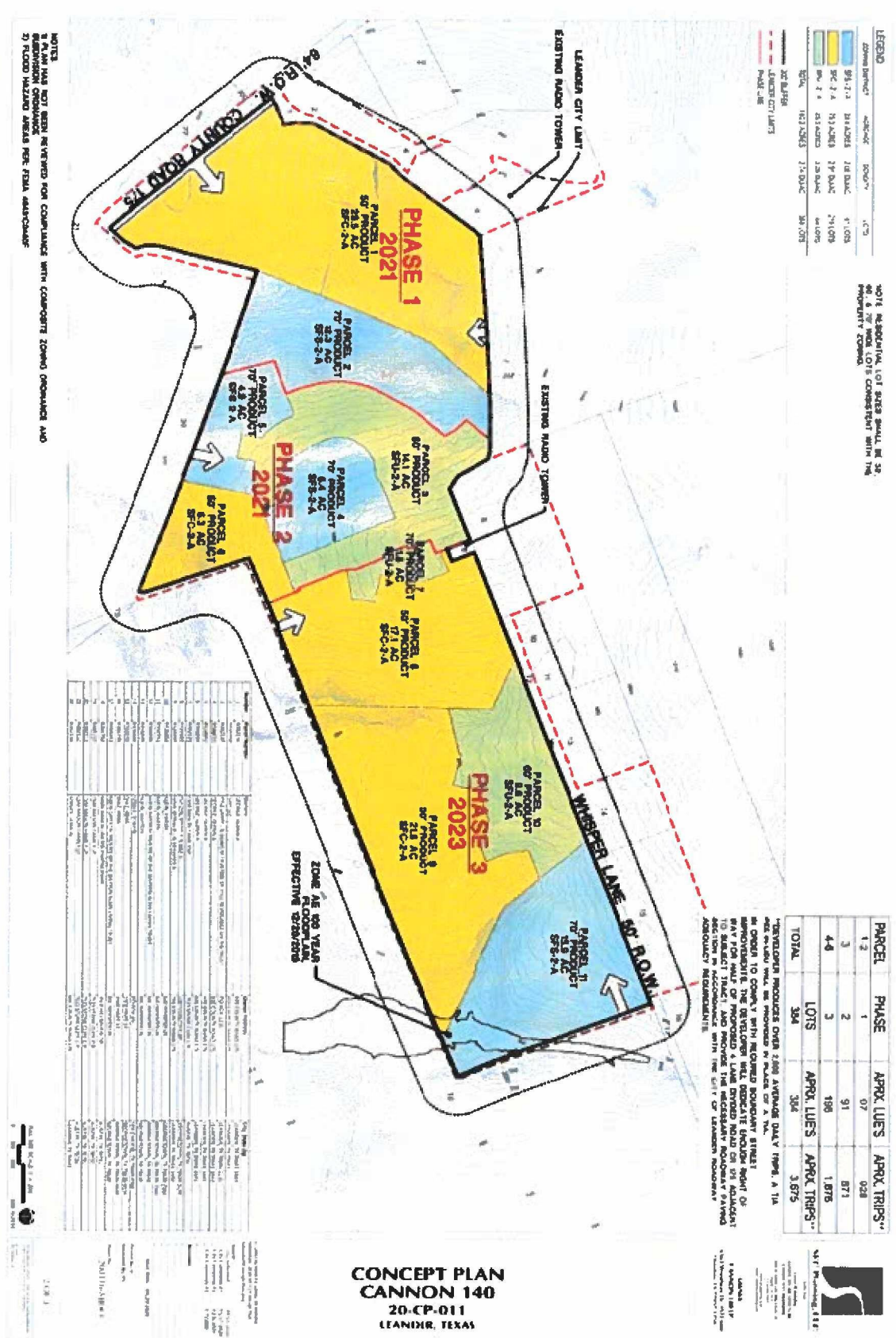
LEGEND

Color	Description
Blue	14000 CANNON ROAD
Yellow	14000 CANNON ROAD
Green	14000 CANNON ROAD

SCHEDULE

Item	Description	Quantity
1	14000 CANNON ROAD	14000
2	14000 CANNON ROAD	14000
3	14000 CANNON ROAD	14000
4	14000 CANNON ROAD	14000
5	14000 CANNON ROAD	14000
6	14000 CANNON ROAD	14000
7	14000 CANNON ROAD	14000
8	14000 CANNON ROAD	14000
9	14000 CANNON ROAD	14000
10	14000 CANNON ROAD	14000

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not clearly legible for satisfactory
recording.



**CONCEPT PLAN
CANNON LAW
20-CP-011
LEANDER, TEXAS**

RECORDERS MEMORANDUM
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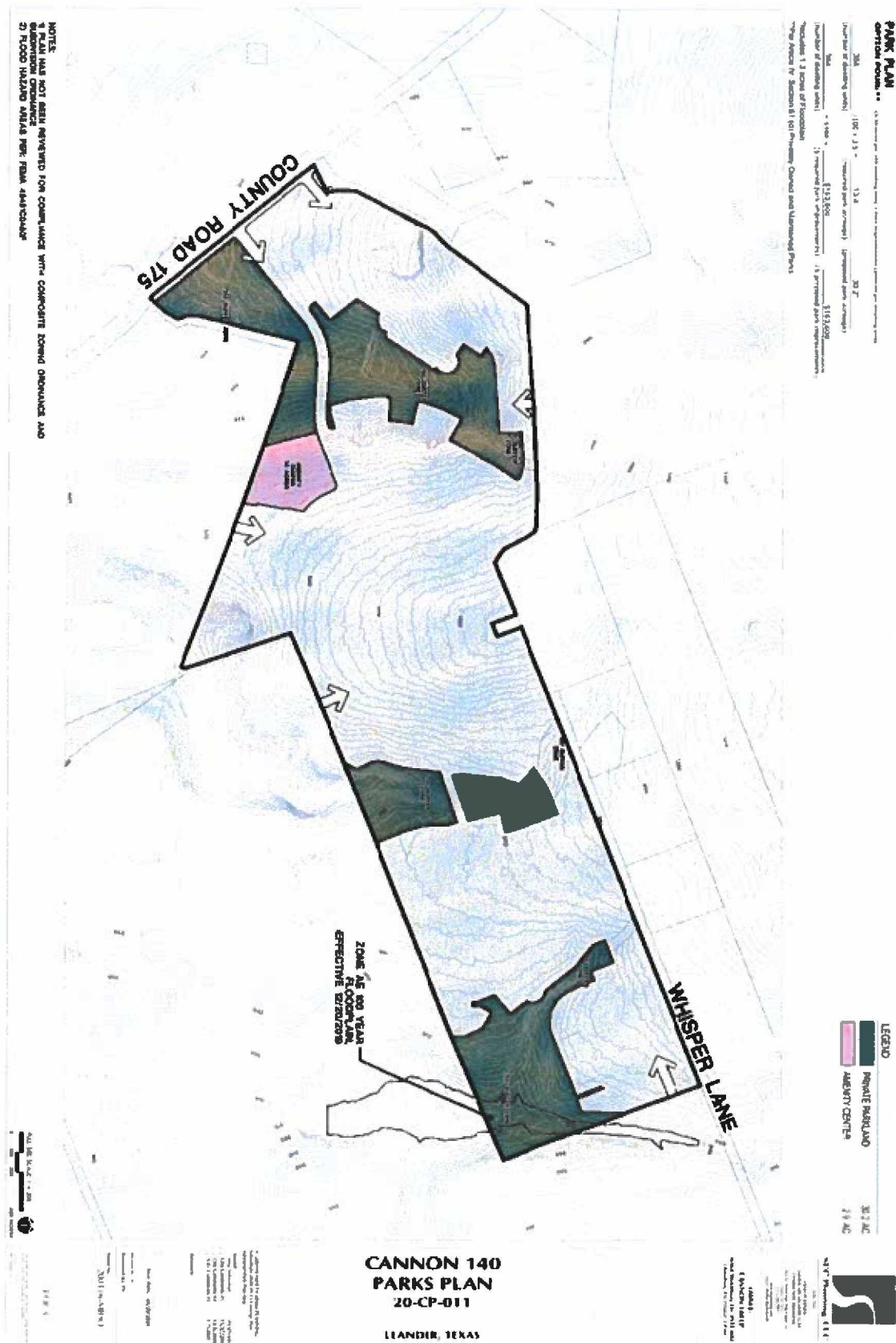


Exhibit E Electricity Lines

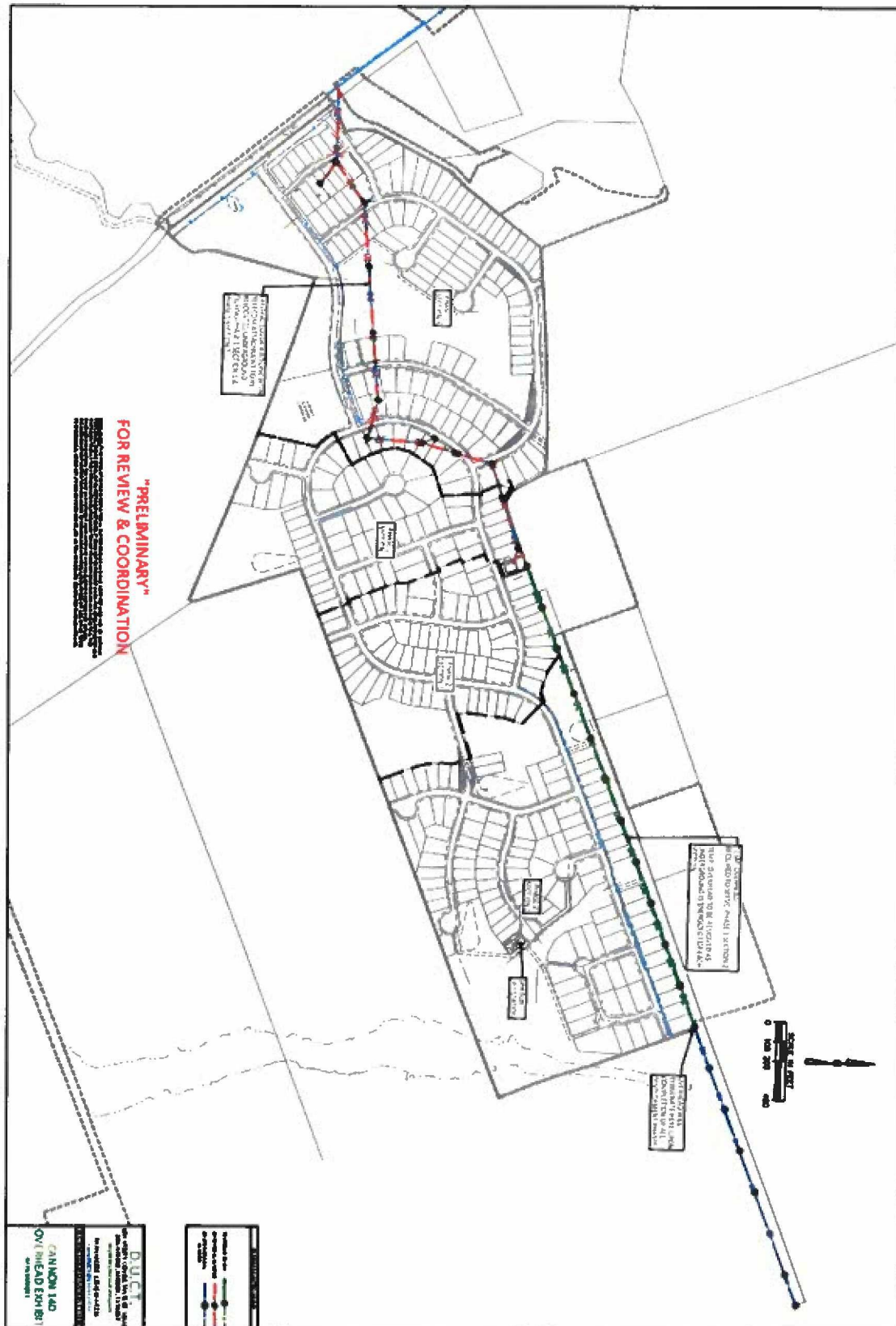
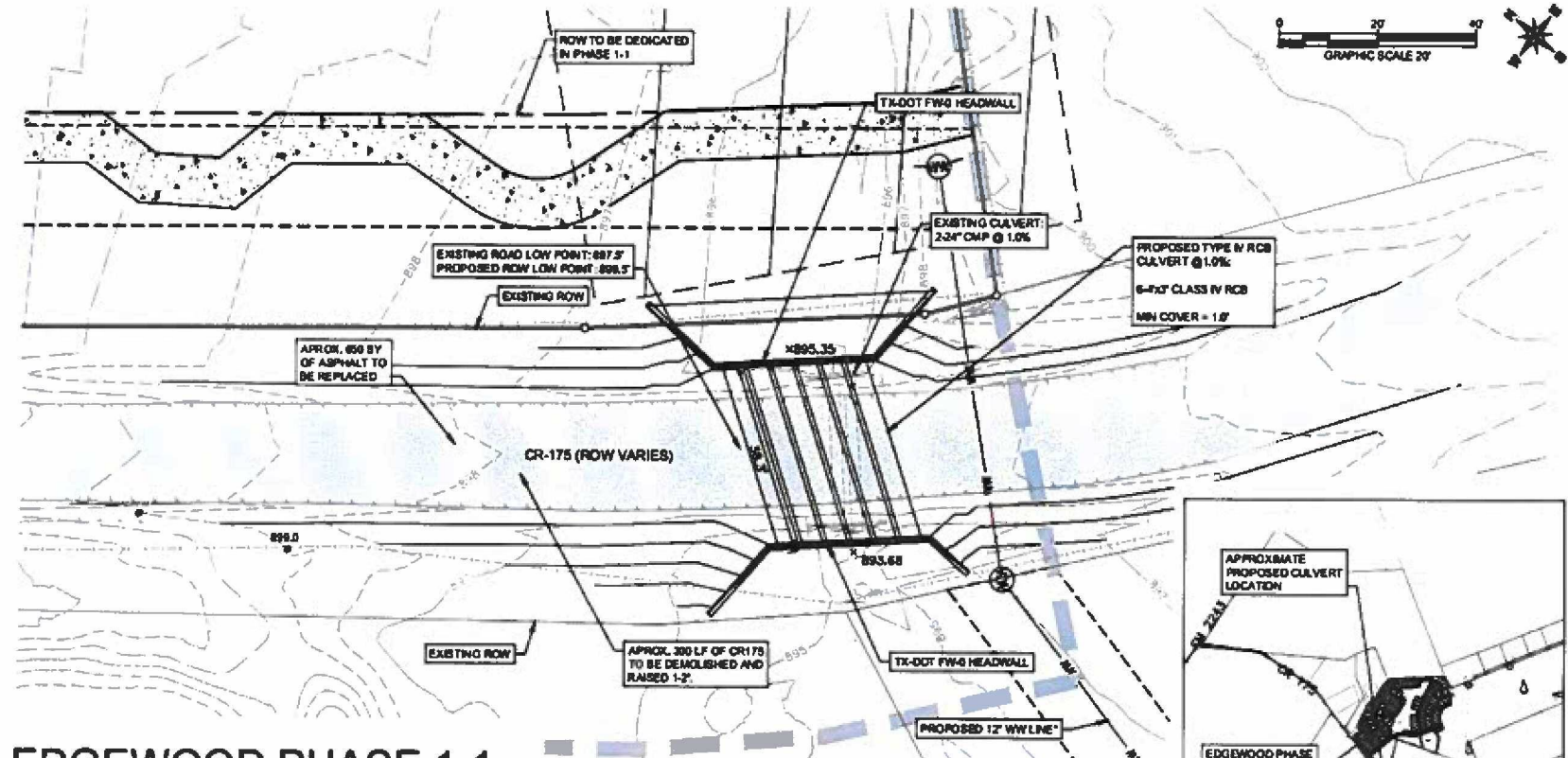


Exhibit "F" CR 175 Culvert Improvements



EDGEWOOD PHASE 1-1

Leander, Texas
December 2021

CR 175 CULVERT EXHIBIT

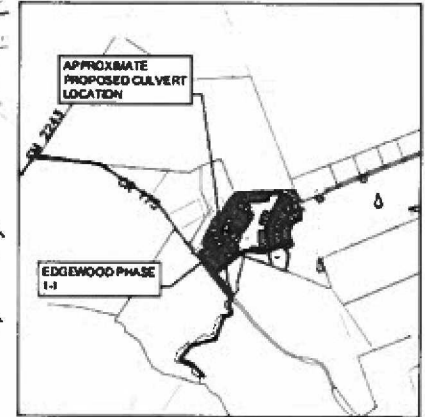
Kimley-Horn

10814 Jollyville Road
Campus IV, Suite 200
Austin, TX 78758
512-416-1771
State of Texas Registration No. 7-028

THIS DOCUMENT IS THE PROPERTY OF KIMLEY-HORN AND ASSOCIATES, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND PURPOSE SPECIFIED HEREIN. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF KIMLEY-HORN AND ASSOCIATES, INC.

EDGEWOOD 1-1
CROSS CULVERT ANALYSIS

	STORM (YR)	FLOW (cfs)	EXISTING DIMENSION (ft)	Q-CULV (cfs)	Q-ROAD (cfs)	DEPTH OF OVERFLOWING (ft)	Max. HW (ft)	Calculated HW (ft)
EXISTING CULVERT	2	188.74	2-24" C/P	34.08	152.71	0.78	897.5	898.28
	10	383.8	2-24" C/P	86.51	327.39	1.28	897.5	898.56
	25	488.43	2-24" C/P	97.4	449.03	1.30	897.5	898.7
	300	703.21	2-24" C/P	18.99	661.82	1.75	897.5	898.85
PROPOSED CULVERT @ CONVEYS 35-YR STORM	2	174.94	(6) 48" RCB	174.94	0	0.30	899.5	896.81
	10	335.78	(6) 48" RCB	335.78	0	0.30	899.5	897.85
	25	451.42	(6) 48" RCB	451.42	0	0.30	899.5	898.55
	300	627.52	(6) 48" RCB	581.08	36.48	0.27	899.5	899.77



{W1022449.17}

Exhibit "F" - Page 1 of 1

20-DA-003 Development Agreement



July 31st, 2025

City of Leander
Attention: Emily Truman, P.E., CFM, PMP, City Engineer
105 North Brushy Street
Leander, Texas 78641

RE: Recommendation of Award for Edgewood Phase 2 Section 2 Wastewater Facilities

Dear Mrs. Truman:

Please accept this letter as our recommendation following the Bid Opening for the above referenced project held on July 1st, 2025.

Kimley-Horn makes the following recommendation to the City of Leander, based on the bid amounts submitted by Liberty Civil Construction, JL Gray, Cornerstone Site Services, DNT, CC Carlton Industries, LTD., and AO Services as referenced in the attached Bid Tabulation performed on July 3rd, 2025.

- 1) We recommend accepting the bid received on July 1st, 2025, by JL Gray Construction, in the amount **\$1,157,540.00** for Alternate #2, and proceeding to award the job subject to approval of the bid amount by the City of Leander City Council and approval of bonds and insurance as required by the construction contract documents.
- 2) The difference in Alternate #1 (1,079,735.25) and Alternate #2 (\$1,157,540.00) will be the recommended oversize amount of **\$77,804.75**.

Please contact me at 512-782-0602 if any additional information is required.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Alejandro E. Granados Rico".

Alejandro E. Granados Rico, P.E.
Associate

Attachments: Sealed bid tabulations for Edgewood Phase 2 Section 2, Approved Development Agreement for Edgewood

BID TABS						
EDGEWOOD PHASE 2, SECTION 2						
KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129						
	LIBERTY CIVIL	JL GRAY	CORNERSTONE SITE SERVICES	DNT	CC CARLTON	AO SERVICES
SECTION A. GRADING & DRAINAGE COST	\$2,954,053.64	\$2,535,036.75	\$3,070,444.00	\$2,972,894.80	\$2,899,775.01	\$3,687,749.75
SECTION B. WATER COST	\$714,216.60	\$681,825.00	\$661,445.00	\$709,243.99	\$701,353.50	\$934,626.00
SECTION C. WASTEWATER COST	\$894,276.17	\$913,986.25	\$1,044,013.00	\$956,904.00	\$1,027,207.25	\$1,273,219.00
SECTION D. PAVING COST	\$2,079,109.39	\$2,075,171.50	\$2,403,922.00	\$1,885,933.51	\$2,024,330.70	\$2,446,146.00
ITEMS TOTAL COST	\$6,641,655.80	\$6,206,019.50	\$7,179,824.00	\$6,524,976.30	\$6,652,666.46	\$8,341,740.75
PAYMENT PERFORMANCE AND MAINTENANCE BONDS COST	\$58,742.00	\$64,200.00	\$0.00	\$28,955.00	\$78,500.00	\$0.00
TOTAL BID AMOUNT	\$6,700,397.80	\$6,270,219.50	\$7,179,824.00	\$6,553,931.30	\$6,731,166.46	\$8,341,740.75
ALTERNATES						
ALTERNATE #1	\$1,181,414.41	\$1,079,735.25	\$1,112,904.00	\$1,229,643.87	\$1,391,004.00	\$1,345,071.00
ALTERNATE #2	\$1,249,204.98	\$1,157,540.00	\$1,158,858.00	\$1,296,705.03	\$1,491,100.00	\$1,647,920.00
DIFFERENCE BETWEEN ALTERNATE #1 AND ALTERNATE #2	\$67,790.57	\$77,804.75	\$45,954.00	\$67,061.16	\$100,096.00	\$302,849.00
TOTAL BID AMOUNT WITH ALTERNATE #1	\$7,881,812.21	\$7,349,954.75	\$8,292,728.00	\$7,783,575.17	\$8,122,170.46	\$9,686,811.75
TOTAL BID AMOUNT WITH ALTERNATE #2	\$7,949,602.78	\$7,427,759.50	\$8,338,682.00	\$7,850,636.33	\$8,222,266.46	\$9,989,660.75
TOTAL CONSTRUCTION SCHEDULE DURATION						
CALENDAR DAYS	172	192	270	271	270	349



TBPE FIRM F-928

07/03/2025

BID TABS
EDGEWOOD PHASE 2, SECTION 2
KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129

ITEM	DESCRIPTION	UNIT	QTY.	LIBERTY CIVIL		QTY.	JL GRAY		QTY.	CORNERSTONE SITE SERVICES		QTY.	DNT		QTY.	CC CARLTON		QTY.	AO SERVICES																		
				UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT																				
SECTION A. GRADING & DRAINAGE																																					
1	MOBILIZATION, LUMP SUM	LS	1	\$	\$144,366.82	\$	144,366.82		1	\$	136,000.00	\$	136,000.00		1	\$	187,620.04	\$	187,620.04		1	\$	110,000.00	\$	110,000.00		1	\$	203,358.00	\$	203,358.00						
2	CLEARING AND GRUBBING ENTIRE SITE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	AC	35	\$	\$3,493.75	\$	122,281.25		35	\$	3,335.00	\$	116,725.00		35	\$	3,506.80	\$	122,738.00		35	\$	3,550.00	\$	124,250.00		35	\$	3,982.00	\$	139,370.00						
3	EARTHWORK TO SUBGRADE (CUT), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY	51,590	\$	\$7.42	\$	382,797.80		57,878	\$	6.00	\$	347,268.00		53,600	\$	8.35	\$	447,560.00		36,535	\$	5.55	\$	202,769.25		51,590	\$	7.60	\$	392,084.00		51,590	\$	9.00	\$	464,310.00
4	EARTHWORK TO SUBGRADE (FILL), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY	47,470	\$	\$2.69	\$	127,694.30		39,225	\$	3.00	\$	117,675.00		48,700	\$	2.50	\$	121,750.00		39,713	\$	2.45	\$	97,296.85		47,470	\$	2.75	\$	130,542.50		47,470	\$	4.00	\$	189,880.00
5	EARTHWORK EXPORT OF EXCESS MATERIAL (IF NECESSARY), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY	12,120	\$	\$12.90	\$	156,348.00		12,966	\$	14.75	\$	191,248.50		1,500	\$	14.30	\$	21,450.00		11,494	\$	13.92	\$	159,996.48		14,353	\$	15.00	\$	215,295.00		10,970	\$	15.00	\$	164,550.00
6	EARTHWORK IMPORT OF MATERIAL (IF NECESSARY), COMPLETE IN PLACE AS DETAILED AND SPECIFIED*	CY		\$		\$	0.00		0	\$	0.00	\$	0.00		0	\$		\$	0.00		0	\$	0.00	\$	0.00		0	\$	0.00	\$	0.00		0	\$	12.00	\$	0.00
7	RETAINING WALL (STRUCTURAL DESIGN TO BE INCLUDED IN BID)	SF	1,611	\$	\$27.01	\$	43,513.11		1,611	\$	42.50	\$	68,467.50		1,611	\$	40.00	\$	64,440.00		1,611	\$	38.66	\$	62,281.26		1,611	\$	26.00	\$	41,886.00		1,611	\$	48.00	\$	77,328.00
8	STABILIZED CONSTRUCTION ENTRANCE AS DETAILED AND SPECIFIED	EA	1	\$	\$1,113.08	\$	1,113.08		1	\$	\$2,185.00	\$	2,185.00		1	\$	\$5,540.00	\$	5,540.00		1	\$	\$1,140.00	\$	1,140.00		1	\$	\$3,000.00	\$	3,000.00		1	\$	\$4,962.00	\$	4,962.00
9	CURB INLET PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	27	\$	\$112.88	\$	3,047.76		27	\$	\$175.00	\$	4,725.00		27	\$	\$133.00	\$	3,591.00		27	\$	\$116.11	\$	3,134.97		27	\$	\$150.00	\$	4,050.00		27	\$	\$129.00	\$	3,483.00
10	ORANGE SAFETY FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,575	\$	\$2.10	\$	3,307.50		1,575	\$	\$2.25	\$	3,543.75		1,575	\$	\$2.20	\$	3,465.00		1,575	\$	\$2.28	\$	3,591.00		1,575	\$	\$3.00	\$	4,725.00		1,575	\$	\$2.00	\$	3,150.00
11	SILT FENCE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	12,997	\$	\$3.45	\$	44,839.65		12,997	\$	\$3.25	\$	42,240.25		12,997	\$	\$3.90	\$	50,688.30		12,997	\$	\$3.99	\$	51,858.03		12,997	\$	\$4.50	\$	58,486.50		12,997	\$	\$4.00	\$	51,988.00
12	TREE PROTECTION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	5,630	\$	\$4.68	\$	26,348.40		5,630	\$	\$4.50	\$	25,335.00		5,630	\$	\$5.00	\$	28,150.00		5,630	\$	\$4.56	\$	25,672.80		5,630	\$	\$5.25	\$	29,557.50		5,630	\$	\$5.00	\$	28,150.00
13	ROCK BERMS	LF	285	\$	\$30.64	\$	8,732.40		285	\$	\$40.00	\$	11,400.00		285	\$	\$32.00	\$	9,120.00		285	\$	\$26.79	\$	7,635.15		285	\$	\$45.00	\$	12,825.00		285	\$	\$35.00	\$	9,975.00
14	REVEGETATION COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	26,914	\$	\$1.67	\$	44,946.38		26,914	\$	\$1.75	\$	47,099.50		26,914	\$	\$3.10	\$	83,433.40		26,914	\$	\$3.38	\$	90,969.32		26,914	\$	\$1.00	\$	26,914.00		26,914	\$	\$3.00	\$	80,742.00
15	VEGETATIVE FILTER STRIPS	SY	641	\$	\$18.02	\$	11,550.82		641	\$	\$3.25	\$	2,083.25		641	\$	\$3.30	\$	2,115.30		641	\$	\$2.00	\$	1,282.00		641	\$	\$3.00	\$	1,923.00		641	\$	\$2.00	\$	1,282.00
16	CONCRETE WASHOUT AREA	EA	1	\$	\$483.75	\$	483.75		1	\$	\$1,000.00	\$	1,000.00		1	\$	\$2,050.00	\$	2,050.00		1	\$	\$1,003.20	\$	1,003.20		1	\$	\$1,000.00	\$	1,000.00		1	\$	\$552.00	\$	552.00
17	18" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,957	\$	\$71.68	\$	140,277.76		1,957	\$	\$65.00	\$	127,205.00		1,957	\$	\$87.00	\$	170,259.00		1,957	\$	\$72.64	\$	142,156.48		1,957	\$	\$75.00	\$	146,775.00		1,957	\$	\$102.00	\$	199,614.00
18	24" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,973	\$	\$104.53	\$	206,237.69		1,973	\$	\$97.00	\$	191,381.00		1,973	\$	\$119.00	\$	234,787.00		1,973	\$	\$107.83	\$	212,748.59		1,973	\$	\$100.00	\$	197,300.00		1,973	\$	\$136.00	\$	268,328.00
19	30" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	328	\$	\$138.61	\$	45,464.08		328	\$	\$115.00	\$	37,720.00		328	\$	\$146.00	\$	47,888.00		328	\$	\$128.41	\$	42,118.48		328	\$	\$127.00	\$	41,656.00		328	\$	\$172.00	\$	56,416.00
20	36" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	403	\$	\$183.35	\$	73,890.05		403	\$	\$170.00	\$	68,510.00		403	\$	\$198.00	\$	79,794.00		403	\$	\$181.58	\$	73,176.74		403	\$	\$178.00	\$	71,734.00		403	\$	\$233.00	\$	93,899.00
21	42" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	40	\$	\$200.25	\$	8,010.00		40	\$	\$197.00	\$	7,880.00		40	\$	\$308.00	\$	12,320.00		40	\$	\$200.51	\$	8,020.40		40	\$	\$273.00	\$	10,920.00		40	\$	\$268.00	\$	10,720.00
22	48" REINFORCED CONCRETE PIPE, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	78	\$	\$246.89	\$	19,257.42		78	\$	\$260.00	\$	20,280.00		78	\$	\$340.00	\$	26,520.00		78	\$	\$255.83	\$	19,954.74		78	\$	\$308.00	\$	24,024.00		78	\$	\$342.00	\$	26,676.00
23	5'X5' REINFORCED CONCRETE BOX, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	69	\$	\$539.57	\$	37,230.33		69	\$	\$465.00	\$	32,085.00		69	\$	\$770.00	\$	53,130.00		69	\$	\$650.47	\$	44,882.43		69	\$	\$627.00	\$	43,263.00		69	\$	\$819.00	\$	56,511.00
24	7'X4' REINFORCED CONCRETE BOX, CLASS 3 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	180	\$	\$716.18	\$	128,912.40		180	\$	\$660.00	\$	118,800.00		180	\$	\$1,025.00	\$	184,500.00		180	\$	\$883.94	\$	159,109.20		180	\$	\$735.00	\$	132,300.00		180	\$	\$1,074.00	\$	193,320.00
25	4 DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	10	\$	\$4,900.96	\$	49,009.60		10	\$	\$4,685.00	\$	46,850.00		10	\$	\$5,890.00	\$	58,900.00		10	\$	\$4,690.35	\$	46,903.50		10	\$	\$7,050.00	\$	70,500.00		10	\$	\$6,024.00	\$	60,240.00
26	5 DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	5	\$	\$5,541.34	\$	27,706.70		5	\$	\$5,285.00	\$	26,425.00		5	\$	\$6,420.00	\$	32,100.00		5	\$	\$4,997.53	\$	24,987.65		5	\$	\$8,400.00	\$	42,000.00		5	\$	\$7,353.00	\$	36,765.00
27	6 DIA MANHOLE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$	\$6,949.28	\$	13,898.56		2	\$	\$7,185.00	\$	14,370.00		2	\$	\$6,925.00	\$	13,850.00		2	\$	\$3,163.63	\$	6,327.26		2	\$	\$12,250.00	\$	24,500.00		2	\$	\$5,589.00	\$	11,178.00
28	10" CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	23	\$	\$6,047.90	\$	139,101.70		23	\$	\$5,705.00	\$	131,215.00		23	\$	\$6,700.00	\$	154,100.00		23	\$	\$5,418.55	\$	124,626.65		23	\$	\$9,000.00	\$	207,000.00		23	\$	\$6,802.00	\$	156,446.00
29	15" CURB INLET INCL. TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	4	\$	\$9,042.59	\$	36,170.36		4	\$	\$8,910.00	\$	35,640.00		4	\$	\$7,945.00	\$	31,780.00		4	\$	\$8,937.18	\$	35,748.72		4	\$	\$9,900.00	\$	39,600.00		4	\$	\$10,548.00	\$	42,192.00
30	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	5,028	\$	\$1.08	\$	5,430.24		5,028	\$	\$1.00	\$	5,028.00		5,028	\$	\$1.50	\$	7,542.00		5,028	\$	\$1.50	\$	7,542.00		5,028	\$	\$1.00	\$	5,028.00		5,028	\$	\$7.00	\$	35,196.00
31	CONSTRUCTION STAKING	LS	1	\$	\$5,405.23	\$	5,405.23		1	\$	\$4,900.00	\$	4,900.00		1	\$	\$5,650.00	\$	5,650.00		1	\$	\$2,736.00	\$	2,736.00		1	\$	\$10,125.00	\$	10,125.00		1	\$	\$18,499.00	\$	18,499.00
32	18" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$5,281.14	\$	5,281.14		1	\$	\$5,850.00	\$	5,850.00		1	\$	\$5,650.00	\$	5,650.00		1	\$	\$5,882.17	\$	5,882.17		1	\$	\$5,400.00	\$	5,400.00		1	\$	\$3,676.00	\$	3,676.00
33	24" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$5,802.79	\$	5,802.79		1	\$	\$6,820.00	\$	6,820.00		1	\$	\$6,650.00	\$	6,650.00		1	\$	\$6,867.70	\$	6,867.70		1	\$	\$6,325.00	\$	6,325.00		1	\$	\$4,411.00	\$	4,411.00
34	36" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$	\$7,499.22	\$	14,998.44		2	\$	\$10,085.00	\$	20,170.00		2	\$	\$6,975.00	\$	13,950.00		2	\$	\$9,900.10	\$	19,800.20		2	\$	\$8,750.00	\$	17,500.00		2	\$	\$6,126.00	\$	12,252.00
35	42" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$8,175.63	\$	8,175.63		1	\$	\$11,935.00	\$	11,935.00		1	\$	\$10,525.00	\$	10,525.00		1	\$	\$11,898.99	\$	11,898.99		1	\$	\$9,750.00	\$	9,750.00		1	\$	\$6,861.00	\$	6,861.00
36	48" HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$8,795.91	\$	8,795.91		1	\$	\$14,200.00	\$	14,200.00		1	\$	\$11,050.00	\$	11,050.00		1	\$	\$14,205.78	\$	14,205.78		1	\$	\$11,150.00	\$	11,150.00		1	\$	\$7,596.00	\$	7,596.00
37	TXDOT FW-0 (5'X5') HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$	\$19,958.08	\$	39,916.16		2	\$	\$25,640.00	\$	51,280.00		2	\$	\$16,800.00	\$	33,600.00		2	\$	\$22,058.61	\$	44,117.22		2	\$	\$16,500.00	\$	33,000.00		2	\$	\$10,107.00	\$	20,214.00
38	TXDOT FW-0 (2-7'X4') HEADWALL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$27,789.27	\$	27,789.27		1	\$	\$27,160.00	\$	27,160.00		1	\$	\$23,500.00	\$	23,500.00		1	\$	\$45,817.18	\$	45,817.18		1										

ITEM	DESCRIPTION	UNIT	QTY.	LIBERTY CIVIL			QTY.	JL GRAY			QTY.	CORNERSTONE SITE SERVICES			QTY.	DNT			QTY.	CC CARLTON			QTY.	AO SERVICES								
				UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT			UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT				
45	6" PVC PIPE IN PLACE AS DETAILED AND SPECIFIED	LF	88	\$	\$40.62	\$	3,574.56	88	\$	\$32.00	\$	2,816.00	88	\$	\$66.00	\$	5,808.00	88	\$	\$139.98	\$	12,318.24	88	\$	\$105.00	\$	9,240.00	88	\$	\$39.00	\$	3,432.00
46	DETENTION POND ACCESS TYPE II DRIVEWAY, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$	\$4,434.06	\$	8,868.12	2	\$	\$2,185.00	\$	4,370.00	2	\$	\$3,325.00	\$	6,650.00	2	\$	\$3,001.18	\$	6,002.36	2	\$	\$2,350.00	\$	4,700.00	2	\$	\$5,423.00	\$	10,846.00
47	DETENTION POND ACCESS PATH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	1,487	\$	\$18.22	\$	27,093.14	1,487	\$	\$13.00	\$	19,331.00	1,487	\$	\$19.00	\$	28,253.00	1,487	\$	\$24.52	\$	36,461.24	1,487	\$	\$20.00	\$	29,737.18	1,487	\$	\$25.00	\$	37,171.48
48	POND LINER COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	6,434	\$	\$46.82	\$	301,239.88	6,434	\$	\$18.50	\$	119,029.00	6,434	\$	\$37.50	\$	241,275.00	6,434	\$	\$44.95	\$	289,208.30	6,434	\$	\$25.00	\$	160,850.00	6,434	\$	\$54.00	\$	347,436.00
49	POND ACCESS GATE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$	\$3,198.13	\$	6,396.26	2	\$	\$2,965.00	\$	5,930.00	2	\$	\$3,325.00	\$	6,650.00	2	\$	\$1,681.50	\$	3,363.00	2	\$	\$3,450.00	\$	6,900.00	2	\$	\$3,553.00	\$	7,106.00
50	DETENTION POND OUTLET STRUCTURE (STRUCTURAL DESIGN TO BE INCLUDED IN BID)	EA	2	\$	\$23,488.08	\$	46,976.16	2	\$	\$29,390.00	\$	58,780.00	2	\$	\$30,950.00	\$	61,900.00	2	\$	\$31,042.06	\$	62,084.12	2	\$	\$56,300.00	\$	112,600.00	2	\$	\$76,449.00	\$	152,898.00
TOTAL AMOUNT SECTION A. GRADING & DRAINAGE:					\$	2,954,053.64				\$	2,535,036.75				\$	3,070,444.00				\$	2,972,894.80				\$	2,899,775.01				\$	3,687,749.75	
SECTION B. WATER																																
1	8" C900 PVC WATER MAIN COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,010	\$	\$59.97	\$	360,419.70	6,010	\$	\$58.00	\$	348,580.00	6,010	\$	\$57.00	\$	342,570.00	6,010	\$	\$60.43	\$	363,184.30	6,010	\$	\$59.00	\$	354,590.00	6,010	\$	\$94.00	\$	564,940.00
2	CONNECT TO EXISTING WATER LINE AND REMOVE EX. BLOWOFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$	\$1,674.36	\$	3,348.72	2	\$	\$1,325.00	\$	2,650.00	2	\$	\$7,165.00	\$	14,330.00	2	\$	\$5,609.97	\$	11,219.94	2	\$	\$5,500.00	\$	11,000.00	2	\$	\$1,345.00	\$	2,690.00
3	BLOW OFF VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$	\$3,131.98	\$	9,395.94	3	\$	\$2,535.00	\$	7,605.00	3	\$	\$2,375.00	\$	7,125.00	3	\$	\$2,827.64	\$	8,482.92	3	\$	\$2,400.00	\$	7,200.00	3	\$	\$4,192.00	\$	12,576.00
4	8" GATE VALVE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	20	\$	\$2,938.81	\$	58,776.20	20	\$	\$2,865.00	\$	57,300.00	20	\$	\$2,400.00	\$	48,000.00	20	\$	\$3,285.74	\$	65,714.80	20	\$	\$2,750.00	\$	55,000.00	20	\$	\$3,345.00	\$	66,900.00
5	FIRE HYDRANT ASSEMBLY (6" VALVE, 6" DUCTILE IRON LEED, AND TEE) COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	13	\$	\$8,388.26	\$	109,047.38	13	\$	\$8,180.00	\$	106,340.00	13	\$	\$7,080.00	\$	92,040.00	13	\$	\$9,121.61	\$	118,580.93	13	\$	\$7,650.00	\$	99,450.00	13	\$	\$7,791.00	\$	101,283.00
6	SINGLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	29	\$	\$1,934.82	\$	56,109.78	29	\$	\$1,725.00	\$	50,025.00	29	\$	\$1,625.00	\$	47,125.00	29	\$	\$1,334.01	\$	38,686.29	29	\$	\$1,875.00	\$	54,375.00	29	\$	\$1,340.00	\$	38,860.00
7	DOUBLE WATER SERVICE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	43	\$	\$2,414.35	\$	103,817.05	43	\$	\$2,185.00	\$	93,955.00	43	\$	\$1,965.00	\$	84,495.00	43	\$	\$1,921.52	\$	82,625.36	43	\$	\$2,150.00	\$	92,450.00	43	\$	\$2,345.00	\$	100,835.00
8	SAFETY TRENCH COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,010	\$	\$0.54	\$	3,245.40	6,010	\$	\$1.00	\$	6,010.00	6,010	\$	\$1.50	\$	9,015.00	6,010	\$	\$1.00	\$	6,010.00	6,010	\$	\$1.00	\$	6,010.00	6,010	\$	\$3.00	\$	18,030.00
9	TESTING (HYDROSTATIC) & CHLORINATION	LF	6,010	\$	\$1.05	\$	6,310.50	6,010	\$	\$1.00	\$	6,010.00	6,010	\$	\$2.00	\$	12,020.00	6,010	\$	\$2.00	\$	12,020.00	6,010	\$	\$2.85	\$	17,128.50	6,010	\$	\$4.00	\$	24,040.00
10	1" AIR RELEASE VALVE PER COA 551-AW-04 COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$3,745.93	\$	3,745.93	1	\$	\$3,350.00	\$	3,350.00	1	\$	\$4,725.00	\$	4,725.00	1	\$	\$2,719.45	\$	2,719.45	1	\$	\$4,150.00	\$	4,150.00	1	\$	\$4,472.00	\$	4,472.00
TOTAL AMOUNT SECTION B. WATER:					\$	714,216.60				\$	681,825.00				\$	661,445.00				\$	709,243.99				\$	701,353.50				\$	934,626.00	
SECTION C. WASTEWATER																																
1	8" SDR 26 ASTM D3034 PVC GRAVITY WASTEWATER ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,185	\$	\$61.63	\$	381,181.55	6,185	\$	\$62.00	\$	383,470.00	6,185	\$	\$74.00	\$	457,690.00	6,185	\$	\$58.07	\$	359,162.95	6,185	\$	\$57.00	\$	352,545.00	6,185	\$	\$88.00	\$	544,280.00
2	SINGLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	24	\$	\$2,255.42	\$	54,130.08	24	\$	\$1,675.00	\$	40,200.00	24	\$	\$1,900.00	\$	45,600.00	24	\$	\$3,320.15	\$	79,683.60	24	\$	\$2,550.00	\$	61,200.00	24	\$	\$3,085.00	\$	74,040.00
3	DOUBLE GRAVITY SEWER LATERAL COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	45	\$	\$2,688.49	\$	120,982.05	45	\$	\$3,265.00	\$	146,925.00	45	\$	\$2,850.00	\$	128,250.00	45	\$	\$3,325.89	\$	149,665.05	45	\$	\$2,800.00	\$	126,000.00	45	\$	\$3,832.00	\$	172,440.00
4	4" DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND	EA	35	\$	\$6,338.96	\$	221,863.60	35	\$	\$6,710.00	\$	234,850.00	35	\$	\$8,350.00	\$	292,250.00	35	\$	\$7,236.32	\$	253,271.20	35	\$	\$9,750.00	\$	341,250.00	35	\$	\$9,308.00	\$	325,780.00
5	4" DIAMETER CONCRETE WASTEWATER INTERNAL DROP MANHOLE,INCLUDING COATING, AND RING AND	EA	1	\$	\$8,624.74	\$	8,624.74	1	\$	\$9,955.00	\$	9,955.00	1	\$	\$10,750.00	\$	10,750.00	1	\$	\$7,634.00	\$	7,634.00	1	\$	\$14,750.00	\$	14,750.00	1	\$	\$11,458.00	\$	11,458.00
6	4" DIAMETER CONCRETE WASTEWATER EXTERNAL DROP MANHOLE,INCLUDING COATING, AND RING AND	EA	1	\$	\$13,826.05	\$	13,826.05	1	\$	\$9,370.00	\$	9,370.00	1	\$	\$10,905.00	\$	10,905.00	1	\$	\$7,520.65	\$	7,520.65	1	\$	\$13,950.00	\$	13,950.00	1	\$	\$10,785.00	\$	10,785.00
7	5" DIAMETER PRECAST CONCRETE WASTEWATER MANHOLE, (ALL DEPTHS) INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	1	\$	\$12,558.44	\$	12,558.44	1	\$	\$14,650.00	\$	14,650.00	1	\$	\$18,250.00	\$	18,250.00	1	\$	\$16,445.25	\$	16,445.25	1	\$	\$21,300.00	\$	21,300.00	1	\$	\$16,073.00	\$	16,073.00
8	5" DIAMETER CONCRETE WASTEWATER DROP MANHOLE,INCLUDING COATING, AND RING AND LID COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	3	\$	\$15,206.13	\$	45,618.39	3	\$	\$14,940.00	\$	44,820.00	3	\$	\$17,500.00	\$	52,500.00	3	\$	\$20,425.58	\$	61,276.74	3	\$	\$21,000.00	\$	63,000.00	3	\$	\$17,102.00	\$	51,306.00
9	CONNECT TO EXISTING STUB	EA	4	\$	\$2,332.18	\$	9,328.72	4	\$	\$865.00	\$	3,460.00	4	\$	\$2,625.00	\$	10,500.00	4	\$	\$922.39	\$	3,689.56	4	\$	\$2,350.00	\$	9,400.00	4	\$	\$2,848.00	\$	11,392.00
10	TRENCH SAFETY ALL DEPTHS, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	6,185	\$	\$1.08	\$	6,679.80	6,185	\$	\$2.25	\$	13,916.25	6,185	\$	\$1.25	\$	7,731.25	6,185	\$	\$2.00	\$	12,370.00	6,185	\$	\$1.00	\$	6,185.00	6,185	\$	\$5.00	\$	30,925.00
11	TESTING	LF	6,185	\$	\$3.15	\$	19,482.75	6,185	\$	\$2.00	\$	12,370.00	6,185	\$	\$1.55	\$	9,586.75	6,185	\$	\$1.00	\$	6,185.00	6,185	\$	\$2.85	\$	17,627.25	6,185	\$	\$4.00	\$	24,740.00
TOTAL AMOUNT SECTION C. WASTEWATER:					\$	894,276.17				\$	913,986.25				\$	1,044,013.00				\$	956,904.00				\$	1,027,207.25				\$	1,273,219.00	

ITEM	DESCRIPTION	UNIT	QTY.	LIBERTY CIVIL				QTY.	JL GRAY				QTY.	CORNERSTONE SITE SERVICES				QTY.	DNT				QTY.	CC CARLTON				QTY.	AO SERVICES							
				UNIT PRICE	AMOUNT				UNIT PRICE	AMOUNT				UNIT PRICE	AMOUNT				UNIT PRICE	AMOUNT				UNIT PRICE	AMOUNT				UNIT PRICE	AMOUNT						
SECTION D. PAVING																																				
1	24" CONCRETE CURB AND GUTTER EXCLUDING 30'-35' FOR INLETS AND TRANSITIONS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	11,118	\$	17.16	\$	190,784.88	11,118	\$	19.50	\$	216,801.00	11,118	\$	19.35	\$	215,133.30	11,118	\$	20.15	\$	224,027.70	11,118	\$	18.50	\$	205,683.00	11,118	\$	22.00	\$	244,596.00				
2	2" HMAC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	18,406	\$	16.15	\$	297,256.90	18,406	\$	17.00	\$	312,902.00	18,406	\$	16.60	\$	305,539.60	18,406	\$	17.10	\$	314,742.60	18,406	\$	16.00	\$	294,496.00	18,406	\$	19.00	\$	349,714.00				
3	8" CRUSHED STONE FLEXIBLE BASE COURSE 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED (COLLECTOR SECTION)	SY	24,579	\$	11.30	\$	277,742.70	24,579	\$	9.75	\$	239,645.25	24,579	\$	9.65	\$	237,187.35	24,579	\$	8.59	\$	211,133.61	24,579	\$	11.50	\$	282,658.50	24,579	\$	15.00	\$	368,685.00				
4	PREPARE SUBGRADE PREPARATION 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	24,579	\$	2.39	\$	58,743.81	24,579	\$	2.50	\$	61,447.50	24,579	\$	2.05	\$	50,386.95	24,579	\$	2.10	\$	51,615.90	24,579	\$	3.00	\$	73,737.00	24,579	\$	4.00	\$	98,316.00				
5	GEOGRID 3' BEHIND BOC COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	24,579	\$	2.61	\$	64,151.19	24,579	\$	2.25	\$	55,302.75	24,579	\$	3.70	\$	90,942.30	24,579	\$	2.52	\$	61,939.08	24,579	\$	2.80	\$	68,821.20	24,579	\$	4.00	\$	98,316.00				
6	SIGNAGE AND STRIPING	LS	1	\$	8,541.41	\$	8,541.41	1	\$	8,810.00	\$	8,810.00	1	\$	9,400.00	\$	9,400.00	1	\$	11,610.90	\$	11,610.90	1	\$	8,150.00	\$	8,150.00	1	\$	26,602.00	\$	26,602.00				
7	CONCRETE SIDEWALK COMPLETE IN PLACE AS DETAILED AND SPECIFIED	SY	1,497	\$	66.84	\$	100,059.48	1,497	\$	64.00	\$	95,808.00	1,497	\$	60.50	\$	90,568.50	1,497	\$	66.38	\$	99,370.86	1,497	\$	55.00	\$	82,335.00	1,497	\$	65.00	\$	97,305.00				
8	PEDESTRIAN RAMPS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	20	\$	1,433.04	\$	28,660.80	20	\$	1,510.00	\$	30,200.00	20	\$	1,440.00	\$	28,800.00	20	\$	1,485.75	\$	29,715.00	20	\$	1,225.00	\$	24,500.00	20	\$	1,317.00	\$	26,340.00				
9	STREET END BARRICADE COMPLETE IN PLACE AS DETAILED AND SPECIFIED	EA	2	\$	1,290.00	\$	2,580.00	2	\$	1,345.00	\$	2,690.00	2	\$	1,650.00	\$	3,300.00	2	\$	2,508.00	\$	5,016.00	2	\$	1,350.00	\$	2,700.00	2	\$	797.00	\$	1,594.00				
10	STREET LIGHTS INCLUDING CONDUIT, METER AND ALL APPURTENANCES, PER EACH, COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LS	1	\$	323,261.68	\$	323,261.68	1	\$	274,015.00	\$	274,015.00	1	\$	427,842.00	\$	427,842.00	1	\$	273,037.79	\$	273,037.79	1	\$	285,500.00	\$	285,500.00	1	\$	301,062.00	\$	301,062.00				
11	PRIVATE ELECTRICAL SYSTEM INCLUDING ALL APPURTENANCES COMPLETE IN PLACE AS DETAILED AND SPECIFIED (CONTRACTOR TO PROVIDE A SCHEDULE OF VALUES PRIOR TO CONTRACT EXECUTION)	LS	1	\$	398,511.93	\$	398,511.93	1	\$	444,750.00	\$	444,750.00	1	\$	495,234.00	\$	495,234.00	1	\$	351,920.37	\$	351,920.37	1	\$	370,500.00	\$	370,500.00	1	\$	370,466.00	\$	370,466.00				
12	PRIVATE GAS SYSTEM INCLUDING ALL APPURTENANCES COMPLETE IN PLACE AS DETAILED AND SPECIFIED (CONTRACTOR TO PROVIDE A SCHEDULE OF VALUES PRIOR TO CONTRACT EXECUTION)	LS	1	\$	316,864.74	\$	316,864.74	1	\$	327,900.00	\$	327,900.00	1	\$	437,238.00	\$	437,238.00	1	\$	250,435.70	\$	250,435.70	1	\$	302,500.00	\$	302,500.00	1	\$	419,575.00	\$	419,575.00				
13	CONSTRUCTION STAKING	LS	1	\$	11,949.87	\$	11,949.87	1	\$	4,900.00	\$	4,900.00	1	\$	12,350.00	\$	12,350.00	1	\$	1,368.00	\$	1,368.00	1	\$	22,750.00	\$	22,750.00	1	\$	43,575.00	\$	43,575.00				
TOTAL AMOUNT SECTION D. PAVING:						\$ 2,079,109.39	\$ 2,075,171.50						\$ 2,403,922.00						\$ 1,885,933.51						\$ 2,024,330.70						\$ 2,446,146.00					

[illegible]

ALTERNATE #1																																				
1	LIFT STATION PACKAGE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED (BASE LIFT STATION PLAN SHEETS)	LS	1	\$	1,112,036.67	\$	1,112,036.67	1	\$	1,022,075.00	\$	1,022,075.00	1	\$	1,048,000.00	\$	1,048,000.00	1	\$	1,179,424.40	\$	1,179,424.40	1	\$	1,326,100.00	\$	1,326,100.00	1	\$	1,284,803.00	\$	1,284,803.00				
2	4" HDPE WASTEWATER FORCEMAIN ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,159	\$	59.86	\$	69,377.74	1,159	\$	49.75	\$	57,660.25	1,159	\$	56.00	\$	64,904.00	1,159	\$	43.33	\$	50,219.47	1,159	\$	56.00	\$	64,904.00	1,159	\$	52.00	\$	60,268.00				
ALTERNATE #1 BASE LIFT STATION AND FM						\$1,181,414.41						\$1,079,735.25						\$1,112,904.00						\$1,229,643.87						\$1,391,004.00						\$1,345,071.00

ALTERNATE #2 OVERSIZED LIFT STATION AND FM EDGEWOOD PHASE 2, SECTION 2 KIMLEY-HORN AND ASSOCIATES, INC. JOB NO. 067783129																																
ITEM	DESCRIPTION	UNIT	QTY.	LIBERTY CIVIL		QTY.	JL GRAY		QTY.	CORNERSTONE SITE SERVICES		QTY.	DNT		QTY.	CC CARLTON		QTY.	AO SERVICES													
				UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT															
ALTERNANTE #2																																
1	LIFT STATION PACKAGE, COMPLETE IN PLACE AS DETAILED AND SPECIFIED (FULL BUILDOUT BID AS SHOWN IN FULL PLANSET PROVIDED)	LS	1	\$	1,173,023.91		1,173,023.91	1	\$	1,088,000.00	\$	1,088,000.00	1	\$	1,087,000.00	\$	1,087,000.00	1	\$	1,239,496.79	\$	1,239,496.79	1	\$	1,415,765.00	\$	1,415,765.00	1	\$	1,577,221.00	\$	1,577,221.00
2	6" HDPE WASTEWATER FORCEMAIN ALL DEPTHS COMPLETE IN PLACE AS DETAILED AND SPECIFIED	LF	1,159	\$	65.73		76,181.07	1,159	\$	60.00	\$	69,540.00	1,159	\$	62.00	\$	71,858.00	1,159	\$	49.36	\$	57,208.24	1,159	\$	65.00	\$	75,335.00	1,159	\$	61.00	\$	70,699.00
ALTERNATE #2 OVERSIZED LIFT STATION AND FM					\$1,249,204.98				\$1,157,540.00				\$1,158,858.00				\$1,296,705.03				\$1,491,100.00				\$1,647,920.00							



EXECUTIVE SUMMARY
9/4/2025

AGENDA SUBJECT:

Approval of the Service Agreement by and between the City of Leander and CivicBrand for a branding and strategic communications plan in the amount of \$39,500.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

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

The scope of work for the community brand strategy includes the following deliverables:

- Strategic Direction – Define the City of Leander's official brand and strategic direction for desired outcomes of increased public recognition, consistency, and demonstration of the organization's mission and vision.
- Brand Authenticity – Build a brand that accurately reflects the City's culture, values, and people. The brand must be unique, attractive, and demonstrate transparency, credibility, and personality to invoke trust and inspire engagement from all members of the community and the general public.
- Community Engagement – Build a brand that is community-driven and endorsed. Development of the brand must involve input from residents, businesses, visitors, City staff, and community partners through means of public engagement.
- Community Spirit – Build a brand that establishes the City of Leander as the pinnacle of excellence for other cities. The brand should evoke community spirit, business attraction and retention, and position the city as a desirable place to live, work, and play. The brand should signify the City of Leander as a premier community with an exceptional high quality of life in Texas.
- Brand Guidelines – Develop guidance outlining the proper use of the brand to ensure continuity, consistency, and strengthening of the brand. Provide documentation of logo and sub-branding; color usage; typography options; illustration and photographic styles; proper use of logos, taglines and fonts; use of infographics; brand positioning; core brand pillars; and samples/templates for signage, digital content, and other materials.
- Brand Adaptability – Build a brand that may be modified for use in various methods and situations, including flexibility for each City department and/or program following brand guidelines.
- Public Awareness Campaign – Develop a public awareness campaign to build awareness and understanding of the new brand. The campaign should include a detailed action plan and timeline for the implementation of the brand.

- Copyright – The City will have exclusive rights and trademarks to the Community Brand Strategy created by the successful Respondent(s). The Respondent(s) use of the Community Brand Strategy will be limited to portfolio purposes and non-commercial uses.

The RFP opened on April 28, 2025, and closed on May 30, 2025. The City received seven (7) proposals in response to the RFP. A staff evaluation committee consisting of Assistant to the City Manager/Innovation Coordinator, Kent Souriyasak; Communications Manager, Ty Meighan; Community Engagement Specialist, Maureen Jones; and Purchasing Manager, Victor Castillo evaluated and scored all proposals. Based on the evaluation method, there was a natural break in competitive scoring among the top three (3) proposers (in alphabetical order): Civic Brand, Guide Studios, and Locality Studios. These three (3) finalists were invited to present at the City Council meeting on July 1, 2025. The City Council ranked the top three (3) finalists and submitted their rankings to the Purchasing Manager. There was a clear natural break in score rankings determining the top candidate as CivicBrand.

The City and CivicBrand have prepared the attached Service Agreement for Community Brand Strategy Services including Exhibit A for Scope of Work and Exhibit B for Milestones and Schedule of Payments.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$39,500.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	General Fund

Attachments:

1. Service Agreement for Community Brand Strategy
2. Request for Proposal for Community Brand Strategy

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON) SERVICE AGREEMENT

THIS SERVICE AGREEMENT, entered into this 4th day of September, 2025 for Community Brand Strategy Services (this "Agreement") is made and entered into by and between the City of Leander, Texas, a Texas home rule municipal corporation ("the City") and The MODassic Group DBA CivicBrand ("Contractor"), a marketing firm located at 508 W. Lookout Dr. Suite #14-1030, Richardson, TX 75080 (collectively, "the Parties").

WITNESSETH:

WHEREAS, the City would like to contract with the Contractor for the Services contemplated herein.

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

1. **Scope of Services.** Contractor shall undertake and complete the following services as more specifically described in the document attached hereto and incorporated herein by reference as **Exhibit A** ("the Services"): Develop a community brand strategy that embodies the City of Leander and enhances the City's marketability across all sectors.
2. **Commencement and Completion of Services.** Contractor shall begin Services immediately upon receipt of a fully executed copy of this Agreement. Contractor shall complete the Services by an established schedule agreed upon by the City and Contractor.
3. **Term.** This Agreement shall be for a term ("the Initial Term") beginning on the Effective Date entered below and ending on the earlier of: a) the date all of the Services are complete and the Compensation has been fully paid; or b) one (1) year from the Effective Date.
4. **Compensation.** In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and incorporated herein as **Exhibit B**, provided that the total amount for services under this Agreement shall not exceed Thirty-Nine Thousand Five Hundred Dollars (\$39,500.00) plus expenses to be approved by the City prior to incurrence. The City shall pay properly invoiced amounts for Services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice.
5. **Confidentiality and Ownership of Documents.** Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor.
6. **Insurance.** Contractor shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to cover the Services being provided under this Agreement, including but not limited to copyright and trademark infringement coverage. Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

7. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY, OR (VI) A CLAIM MADE OR ACTION BROUGHT AGAINST THE CITY ALLEGING THE INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

8. Work Made for Hire. All work product developed under the Agreement, belongs exclusively to the City without restrictions on use. The Contractor grants the City all copyright interests in materials first produced and composed during the performance of the Services and waives all claims to copyright or other intellectual property rights in favor of the City. The Contractor and any subcontractors are prohibited from making such materials available to others without prior written approval from the City.

9. Termination. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

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

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

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

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

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

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

In case of the City, to:
City of Leander, Texas
Attention: City Manager
P.O. Box 319
Leander, TX 78646

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

In case of Contractor, to:
CivicBrand
224 W. Rainbow Boulevard #122
Salida, CO 81201

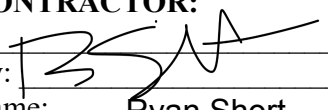
16. Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

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

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

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

CONTRACTOR:

By: 
Name: Ryan Short
Title: CEO, CivicBrand

THE CITY OF LEANDER, TEXAS

By: _____
Name: Todd Parton
Title: City Manager

ATTEST:

By: _____
Name: Dara Crabtree
City Secretary

EXHIBIT LIST:

EXHIBIT "A" – SCOPE OF SERVICES

EXHIBIT "B" – MILESTONES AND SCHEDULE OF PAYMENTS

EXHIBIT A

SCOPE OF WORK

Objective and Goal:

The Contractor shall develop and implement a Community Brand Strategy that embodies the City of Leander and enhances the City's marketability across all sectors. The goal of the community brand strategy is to establish a clear and consistent City of Leander brand to improve communication, engagement, participation, and pride with residents, businesses, visitors and employees.

Contractor Responsibilities and Deliverables:

1. Strategic Direction

The Contractor shall define the official brand identity and strategic direction of the City. This includes articulating desired outcomes aligned with increased recognition, consistency in messaging, and demonstration of the City's mission and vision.

2. Brand Authenticity

The Contractor shall develop a brand that authentically represents the culture, values, and people of Leander. The brand must be unique, attractive, and demonstrate transparency, credibility, and personality to invoke trust and inspire engagement from all members of the community and general public.

3. Community Engagement

The Contractor shall develop and execute a public engagement process that includes, but is not limited to, surveys, public meetings, workshops, focus groups, and interviews. Engagement shall include the City Council, City staff, residents, businesses, visitors, and community partners to ensure the brand is community-driven and broadly supported.

4. Community Pride

The Contractor shall develop a brand that establishes the City as the pinnacle of excellence for other cities. The brand should evoke community pride, business attraction and retention, and position the City as a desirable place to live, work, and play. The brand should signify the City of Leander as a premier community with exceptional high quality of life in Texas.

5. Brand Guidelines

The Contractor shall prepare and deliver a comprehensive Brand Guidelines document that outlines the proper use of the brand to ensure continuity, consistency, and strengthening of the brand including:

- a. Logo systems and sub-branding structures
- b. Color palettes
- c. Typography options
- d. Illustration and photographic styles
- e. Proper use of logos, taglines, and fonts
- f. Use of Infographics

- g. Brand positioning
- h. Core brand pillars
- i. Sample templates for signage, digital content, and other communication materials

6. Brand Adaptability

The Contractor shall ensure the brand system is adaptable across all City departments and programs, providing flexibility while maintaining consistency with the core brand standards and guidelines.

7. Public Awareness Campaign

The Contractor shall develop and deliver a detailed public awareness campaign plan and timeline for rollout of the brand. The campaign shall promote public understanding, support, and engagement with the new brand.

8. Copyright

All materials, designs, and intellectual property developed under this contract shall be the exclusive property of the City of Leander. The Contractor may use elements only for non-commercial portfolio purposes.

9. Meetings

The contractor shall facilitate the following meetings for community and staff engagement:

In Person:

- a. One (1) Two(2) day site visit
- b. Two (1) One(1) hour pop-ups
- c. One (1) In-person City Council presentation

Virtually:

- a. One (1) Community Survey - can offer in English and Spanish. Contractor would use an auto-translate feature for the translation unless the City would like to provide manual / human translation
- b. Virtual 1-on-1 interviews with each council member
- c. Up to seven (7) additional virtual interviews with key stakeholders
- d. Up to three (3) virtual focus groups with < Fifteen (15) people per group

Public Participation Requirements:

The Contractor shall meet and interact with residents, community partners, businesses, neighborhoods, outside communities, City Council, and City staff to articulate and reflect community dialogue and consensus within the final Community Brand Strategy. The City will provide a comprehensive list to the Contractor identifying the individuals and organizations that are to be included in the external and internal outreach.

Project Management and Coordination:

1. The Contractor shall participate in a Project Kick-off Meeting with the City's Project Team and maintain regular communication on progress updates.

2. The Contractor shall work with the City's Project Team to develop a project timeline, deliverables, milestones, and schedule of payment.
3. The Contractor shall provide recurring progress updates during milestones to the City's Project Team and provide additional reports including a draft of all Community Brand Strategy elements.
4. The Contractor shall submit drafts of all major deliverables for staff review and incorporate feedback prior to finalization.

Presentations and Final Delivery:

The Contractor shall work with City's Project Team to communicate with project stakeholders and various committees throughout the process, and to present intermediate deliverables and related information. The Contractor shall present the final Community Brand Strategy and implementation plan to the City Council for consideration of approving and accepting the final deliverables.

EXHIBIT B

MILESTONES AND SCHEDULE OF PAYMENTS

Milestone	Description	Payment Upon Completion of Milestone
Task 1	Kick-Off and Project Management 1.1 Kick-Off Meeting 1.2 Status Checks 1.3 Data Transfer	\$8,750
Task 2	Research, Engagement and Audit 2.1 Trip 1 – Engagement and Asset Audit 2.2 Virtual Engagement and Research 2.3 Place Brand Audit 2.4 Engagement Print Items	\$11,250
Task 3	Brand Strategy 3.1 Brand Story and Principles 3.2 Brand Identity 3.3 Department Brand Architecture 3.4 Messaging and Visual Language 3.5 City Council Presentation	\$10,750
Task 4	Implementation 4.1 Brand Guidelines 4.2 Templates and Assets	\$8,750
Total Cost		\$39,500*

*Includes travel expenses for one (1) CivicBrand team member to travel to Leander for the Trip 1 site visit., one (1) Engagement Print Items, and one (1) City Council Presentation.

OPTIONAL ADD-ONS

Additional Site Visits	\$5,000/each
Additional Engagement Print Items	\$2,500/each
Additional City Council Presentation	\$2,000/each

The \$2,500 engagement print package would include three (3) banners that promote the project, two thousand and five hundred (2,500) postcards, one hundred (100) posters, and twenty-five (25) H-stake yard signs. These materials would be used to promote engagement opportunities.



**Purchasing Division
105 N. Brushy Street
Leander, TX 78641
www.leandertx.gov**

Solicitation #S25-003

**REQUEST FOR PROPOSAL
COMMUNITY BRAND STRATEGY**

Responses Due: May 30, 2025



**REQUEST FOR PROPOSAL
COMMUNITY BRAND STRATEGY**

PART I

GENERAL

1. **PURPOSE:** The City of Leander, herein after “City”, seeks an agreement with a qualified Individual, Firm, or Corporation, herein “Respondent”, to develop and provide a community brand strategy.
2. **GOAL:** City seeks a community brand strategy that embodies the City of Leander and enhances the City’s marketability across all sectors. The goal of the community brand strategy is to establish a clear and consistent City of Leander brand to improve communication, engagement, participation, and pride with residents, businesses, visitors and employees.
3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <https://www.leandertx.gov/264/Purchasing>.
 - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.
4. **-ATTACHMENTS:** Attachments A through C are herein made a part of this solicitation.
 - 4.1. Attachment A: Reference Sheet
 - 4.2. Attachment B: CIQ Form
 - 4.3. Attachment C: Bid Sheet
5. **CITY CONTACT AND PROHIBITED COMMUNICATION:** All requests, questions, and other communications about this solicitation shall be made in writing via the City’s Bonfire portal at <https://leandertx.bonfirehub.com/> to the City’s authorized contact:

Primary Contact:	Victor Castillo, Purchasing Manager City of Leander
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6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City’s acceptance of such as qualified and responsive.
 - 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in the provision or service described herein.

7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make a verbal presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.

All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reference of Respondent and of Respondent's services;
- Quality of the Respondent's services;
- The extent to which the services meet the City's needs;
- Respondent's past relationship with the City;
- Any relevant criteria specifically listed in the solicitation to include, but not limited to, the results of the vendor's proposed program demonstration.

7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response to determine the most highly qualified Respondent on the basis of demonstrated competence and qualifications using the following weighted criteria. A consensus score will be assigned to each response. A committee of City of Leander evaluators has been established to evaluate the Solicitation Responses.

Criteria	Possible Points
Background, Statement of Interest & Qualifications (Letter of Transmittal, Executive Summary)	10
Experience and Expertise (Personnel)	25
Project Methodology and Understanding (Local Presence and Understanding of City of Leander)	25
Sample Work Products	15
Pricing	25
References	Acceptable/Inacceptable
Total	100

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split awards, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <https://www.leandertx.gov/265/Bid-Notification>.

9.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.

- 9.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of City employees and agents who may qualify as local government officers. Click here [Chapter 176, Texas Local Government Code](#), to review this requirement.
- 9.3. A completed CIQ Form, herein Attachment C, is required with each response.
- 9.4. Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.
10. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
- 10.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
- 10.1.1. Solicitation document, attachments and exhibits;
- 10.1.2. Solicitation addendums, if applicable;
- 10.1.3. City's Definitions, Terms and Conditions;
- 10.1.4. Successful Respondent's submission.
- 10.2. The initial term of the agreement shall commence upon execution unless otherwise specified and shall continue in effect until all obligations are performed in accordance with the Contract. Upon written notice to the Contractor from the City's Purchasing Manager or designee, unless specified otherwise in the Scope of Work, the Contract may be extended beyond the initial term at the City's sole option unless the Contractor is notified 30 days prior to the expiration. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- 10.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
- 10.4. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
11. **PROMPT PAYMENT POLICY:** Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the deliverables, or the day on which the performance of services was completed or the day on which the City receives a correct invoice for the deliverables, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:
- 11.1. There is a bona fide dispute between the City and Vendor concerning the deliverables or the services performed that causes the payment to be late; or
- 11.2. There is a bona fide dispute between the Vendor and a subcontractor concerning the deliverables or the services performed which caused the payment to be late; or

11.3. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

- 12. NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate sufficient funds, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

PART II

SCHEDULE

- 1. SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:

Event	Event Date*
RFP Released	April 30, 2025
RFP Newspaper Publication	May 8, 2025
Deadline for Vendor Questions Submitted to the City of Leander	May 20, 2025 at 5:00PM
Questions and Answers to be posted on Bonfire	May 23, 2025 by 5:00PM
RFP Deadline (Via TEAMS link on Bonfire)	May 30, 2025 by 2:00PM
City Council Interviews with Selected Finalists	June 17, 2025
City Council Consideration and Contract Award	July 17, 2025
Services to begin upon execution of contract	

*The City of Leander reserves the right to change the dates in the Schedule of Events above upon written notification to prospective Vendors through a posting on the City of Leander website. It is the responsibility of interested Vendors to check the City of Leander website for all updates and changes.

All questions regarding the solicitation shall be submitted via website using the City of Leander e-Procurement Portal. The link is found at: <https://leandertx.bonfirehub.com/> by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted through the e-procurement system.

- 2. SOLICITATION UPDATES:** shall be submitted via website using the City of Leander e-Procurement Portal. The link is found at: <https://leandertx.bonfirehub.com/> by 5:00 PM on the due date noted above. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
- 3. RESPONSE SUBMISSION:** The City of Leander has a new e-Procurement Portal that will accept submission of the electronic response to this solicitation.

3.1. Submission Instructions:

- 3.1.1. Respondent shall upload response content using the City of Leander e-Procurement Portal. The link is found at: <https://leandertx.bonfirehub.com/>
- 3.1.2. **VENDOR REGISTRATION REQUIRED:** Prior to submitting your response, Respondents are required to register in the e-Procurement Portal. Registration is free and easy. Using this link (<https://leandertx.bonfirehub.com/login>) under the New Vendor Registration section, click on the "Create your free Bonfire account." Registration will allow you to submit your response to this solicitation.
- 3.1.3. When registering, have your Texas Vendor ID number, DUNS, and W-9 form ready.

- 3.1.4. If Texas ID number is unknown, enter the Federal Employer Identification Number.
- 3.1.5. Respondents will have the ability to modify their submissions up to the Response Due Date in the e-Procurement Portal.
- 3.1.6. Responses received after this time and date shall not be considered.
- 3.1.7. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.1.8. Telephone or faxed Responses will not be considered.
- 3.1.9. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 3.1.10. Interested Respondents are encouraged to register in advance and submit their intent to bid notification, if requested on the e-Procurement Portal.
- 3.2. Submission Support:
 - 3.2.1. The City of Leander e-Procurement Portal is compatible with the following browsers: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Browser cookies and JavaScript must be enabled on the browser. Submission by other methods will not be accepted unless non-electronic samples are required for this solicitation.
 - 3.2.2. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submissions or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.
 - 3.2.3. Support through Bonfire or the City of Leander is not guaranteed one hour prior the submission due date. Interested Respondents are encouraged to begin the submission process one week prior to the bid due date. This allows time to troubleshoot any submission issues.
- 4. **AGREEMENT NEGOTIATIONS:** In establishing an agreement as a result of the solicitation process, the City may:
 - 4.1. Review all submittals and determine which Respondents are reasonable qualified for award of the agreement.
 - 4.2. Determine the Respondent whose submittal is most advantageous to the City considering the evaluation criteria.
 - 4.3. Attempt to negotiate with the most responsive Respondent an agreement at fair and reasonable terms, conditions and cost.
 - 4.4. If negotiations are successful, enter into an agreement or issue a purchase order.
 - 4.5. If not successful, formally end negotiations with that Respondent. The City may then:
 - 4.5.1. Select the next most highly qualified Respondent and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
 - 4.5.2. The City shall continue this process until an agreement is entered into or until all negotiations are terminated.
 - 4.6. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- 5. **POST AWARD MEETING:** The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
 - 5.1. Identify specific milestones, goals and strategies to meet objectives.
 - 5.2. Provide City contact(s) information for implementation of agreement.
- 6. **COSTS INCURRED:** Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a

response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

PART III

SPECIFICATIONS

1. **INTRODUCTION:** Leander is located in the northern Austin metro area and offers stunning views, a vibrant culture, and easy access to Central Texas' Tech Hub. The City is known for its high quality of life, exceptional schools, strong community pride, and low crime rate. Leander currently has a population of approximately 90,000 residents with a capacity for over 200,000 residents as the City's growth has significantly impacted the local economy and housing market, offering new and modern homes at affordable prices in safe, pristine neighborhoods. Peaceful and family-friendly, Leander residents enjoy beautiful scenic vistas, the Texas Hill Country, community events, and thriving business opportunities.
2. **SCOPE OF WORK AND DELIVERABLES:** The City of Leander seeks to enter into an agreement with a qualified Respondent to develop and provide the Community Brand Strategy. The Respondent must be able to research, create, and develop a plan for the creation and implementation of the Community Brand Strategy through input from City staff and public engagement.

The City's Community Brand Strategy scope of work shall include the following deliverables:

- **Strategic Direction** – Define the City of Leander's official brand and strategic direction for desired outcomes of increased public recognition, consistency, and demonstration of the organization's mission and vision.
- **Brand Authenticity** – Build a brand that accurately reflects the City's culture, values, and people. The brand must be unique, attractive, and demonstrate transparency, credibility, and personality to invoke trust and inspire engagement from all members of the community and general public.
- **Community Engagement** – Build a brand that is community-driven and endorsed. Development of the brand must involve input from residents, businesses, visitors, City staff, and community partners through means of public engagement.
- **Community Pride** – Build a brand that establishes the City of Leander as the pinnacle of excellence for other cities. The brand should evoke community pride, business attraction and retention, and position the City as a desirable place to live, work, and play. The brand should signify the City of Leander as a premier community with exceptional high quality of life in Texas.
- **Brand Guidelines** – Develop guidance outlining the proper use of the brand to ensure continuity, consistency, and strengthening of the brand. Provide documentation of logo and sub-branding; color usage; typography options; illustration and photographic styles; proper use of logos, taglines and fonts; use of infographics; brand positioning; core brand pillars; and samples/templates for signage, digital content, and other materials.
- **Brand Adaptability** – Build a brand that may be modified for use in various methods and situations including flexibility for each City department and/or program following brand guidelines.
- **Public Awareness Campaign** – Develop a public awareness campaign to build awareness and understanding of the new brand. The campaign should include a detailed action plan and timeline for the implementation of the brand.
- **Copyright** – The City will have exclusive rights and trademarks to the Community Brand Strategy specified herein created by the successful Respondent(s). Respondent(s) use of

the Community Brand Strategy will be limited to portfolio purposes and non-commercial uses.

3. **PROJECT BACKGROUND:** The City of Leander currently uses a brand guide which includes a logotype, typography, and a color kit that aims to represent the essence of the City of Leander. The development and implementation of a new community brand should help the City enhance its marketability and provide full opportunities for the public to share their views and to influence the outcome of the branding initiative process.
4. **BUDGET ALLOCATION/FINANCIAL CONSIDERATION:** Funding for the development of the Community Brand Strategy and all its components will include a maximum budget of \$35,000 from the City of Leander. The City has the discretion to consider additional budgetary needs in the pursuit of a high quality community brand strategy. All use of the funding must be in accordance with the terms and Scope specified herein.
5. **PROJECT MANAGEMENT:** It is intended that a team of City staff will lead the overall branding initiative to ensure the project objectives are met. However, the successful Respondent(s) shall support staff in all aspects of the project. City staff will provide regular updates to the City Council on the development of the branding initiative; and the Respondent(s) may be requested to participate in those regular updates. Additionally, City staff will assist the Respondent(s) in facilitating interactions with appropriate City staff members, City Council members, committee members should a Steering Committee be appointed, and other key stakeholders. The successful Respondent(s) will be responsible for regular, monthly updates/communication with staff regarding the status of the Community Brand Strategy. Respondent(s) should propose a schedule of routine progress reports as part of a Response. City staff may, at any time, request an interval progress report. Milestones for completion of various aspects of the update must be included within the project timeline. Invoices and Payment Requisitions will only be processed following the successful completion of a task. At no time will the City be responsible for payment if all aspects of a task are not complete. The final contract and project management plan must be itemized and clearly describe the definition of successful completion of each task.

The successful Respondent(s) shall meet with City staff at the onset of the project to discuss the Community Brand Strategy and obtain research materials. Communication by the successful Respondent(s) shall continue with City staff throughout the project to obtain additional information.

Throughout the project, the successful Respondent(s) shall coordinate with City staff to discuss the project, as needed, and shall provide City staff with a draft of all Community Brand Strategy elements (see below). This step allows City staff an opportunity to review and provide feedback on the project, ensuring that the direction is correct and that any missing or additional information can be incorporated into the drafts.

6. **PUBLIC PARTICIPATION PLAN:** Public participation is essential to the development of the City's Community Brand Strategy and goals of the overall branding initiative. It is expected that the successful Respondent(s) will meet and interact with residents, community partners, businesses, neighborhoods, outside communities, and City personnel across all departments to articulate and reflect community dialogue and consensus within the final Community Brand Strategy.

The City of Leander will provide a comprehensive list to the selected successful Respondent(s) identifying the individuals and organizations that are to be included in the external and internal outreach. The goals of the outreach shall be to:

- Provide the public with information so they can understand the purpose, process, and values of the project, and can participate effectively.
- Provide full opportunities for the public to share their views and to influence the outcome of the branding initiative process.

- Build consensus and public support for the vision and goals of the branding initiative and of the entity charged with developing and implementing the Community Brand Strategy.
- Provide City staff with a market research study to determine the view/perception of the City, among members of the community, neighborhoods, businesses, cultural centers, outside communities, and City personnel.

7. **PRESENTATIONS AND COMMUNICATIONS**: The successful Respondent(s) will present the final Community Brand Strategy and implementation strategy to the City Council as well as other applicable City staff or applicable committees as defined by the final scope of work. Additionally, the successful Respondent(s) will work with staff to communicate with project stakeholders and various committees throughout the process, and to present intermediate deliverables and related information.

PART IV

RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS**: To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed twenty (25) pages** in length (excluding title page, index/table of contents, work sample attachments (on flash drive) and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper.

The Respondent shall be submitted via website using the City of Leander e-Procurement Portal. The link is found at: <https://leandertx.bonfirehub.com/>.

If supplemental materials are included with the Response the supplemental materials shall be submitted via the City's Bonfire e-Procurement Portal. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s) name of contact person and date.
- 1.2. Letter of Transmittal (1 page) – Identify the services for which solicitation has been prepared.
 - 1.2.1. Briefly state your firms understanding for the services to be performed and make a positive commitment to provide the services as specified.
 - 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone numbers and e-mail address.
 - 1.2.3. The letter of each solicitation shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individuals(s) signing the solicitation shall be clearly shown immediately below the signature.
- 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.
- 1.4. Executive Summary – Provide an Executive Summary of the major features of the Response, including any conclusions, assumptions, and general recommendations the Respondent desires to make. The summary should include the name of the project lead who will work on the contract and relevant project experience and point of contact and/or project manager for questions.
- 1.5. Relevant Experience – List separately three (3) to five (5) case study summaries similar in nature to this project within the last ten (10) years, and the name and telephone number of

the principal client for each case study summary. Two (2) examples of these case study summaries shall be samples of a successfully completed community branding initiative.

- 1.6. Project Methodology – Provide a written narrative detailing your Firm's understanding of and approach to the Project. Outline, in detail, the tasks your Firm will perform to produce information and services requested in the Scope of Work provided in this RFP. Indicate if any additional tasks are necessary. Explain how your Firm will ensure that the project methodology incorporates all required deliverables. Include a breakdown by task indicating the staff to be assigned and their roles and responsibility. Identify if the main Firm or subconsultant will be responsible for any deliverables.
- 1.7. Ability to Meet Deadlines – Include a timeline demonstrating the Firm's ability to meet deadlines for accomplishing the Scope of Work identified in this RFP, estimating the amount of time it would take to complete each task listed under the Scope of Work provided in this RFP. Identify previous projects your Firm has completed on schedule and/or ahead of schedule in the last ten (10) years and provide the client contact information for those specific projects.
- 1.8. Qualifications of Key Personnel – Provide a brief history of the organization and explanations of unique qualifications for consideration. Information shall provide length of years in business. Document how key personnel possess necessary experience and knowledge of graphic design, marketing, communications, public relations, branding, or similar area. Document how key personnel possess necessary qualifications or means of inclusive engagement with people from a variety of backgrounds, languages, and physical abilities. Document how key personnel have demonstrated proven history of experience in the development of strategic community branding initiatives and engagement with both internal and external stakeholders. Provide the names with resumes and/or relevant experience of any personnel who will be assigned to any part of the Project, including the project manager. Include a description of the project manager's experience with similar projects.
- 1.9. Local Presence and Understanding of City of Leander – Document if your firm does or does not have a principal place of business or a satellite office in the Greater Austin Area. If your firm does not have a principal place of business or a satellite in the Greater Austin Area, document if your firm is located within the State of Texas. Provide a summary of your firm's knowledge and understanding of the City of Leander.
- 1.10. References – A reference list of clients with contact names, telephone numbers, and email addresses.

PART V

1. **CONFIDENTIALITY OF CONTENT:** All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.
 - 1.1 Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - 1.2 If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

2. **ETHICS ORDINANCE AND DISCLOSURE STATEMENTS:** The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link:
https://library.municode.com/tx/leander/codes/code_of_ordinances?nodeId=CH9PE_ART9.05COET

Sec. 9.05.007 Persons doing business with the city

(a) Persons seeking discretionary contracts.

- (1) For the purpose of assisting the city in the enforcement of provisions contained in this article, an individual or business entity seeking a discretionary contract from the city is required to disclose in connection with a proposal for a discretionary contract any conflict of interest. This is set forth in sections 9.05.004 and 9.05.005 of this article. Further, the individual or business entity agree to abide by the same ethical standards as set forth for public servants in this article.
- (2) Subsection (a) of this section will become a permanent footnote on documents contained in city bid packets for discretionary contracts.

(b) Disclosure of conflicts of interest by persons appearing before a board or city body. A person appearing before any city board or other city body for the purpose of doing business with the city shall disclose to that board or body any facts known to such person which may show or establish that:

- (1) An employee or officer of the city that advises or makes presentations to the board or city body; or
- (2) Any member of the board or city body; has or may have a conflict of interest pursuant to chapter 171, Tex. Loc. Gov't. Code, or an interest which would violate the ethical standards set forth in this article, if he or she were to participate in the processing or consideration of the subject matter.

Sec. 9.05.009(f) Disclosure by persons appearing before a city body. Any person who appears before any city body who has had business dealings within the preceding 12-month period involving one or more transactions of five hundred dollars (\$500.00) or more each quarter, or for a total of twenty-five hundred dollars (\$2,500.00) or more, within the preceding 12-month period with a councilmember, commissioner, or business entity in which a councilmember or commissioner has a substantial interest, shall disclose such business dealings at the time of the appearance. Any person who shall intentionally or knowingly fail to make the aforesaid disclosure shall be guilty of a misdemeanor and shall be fined in accordance with this article.



EXECUTIVE SUMMARY
9/4/2025

AGENDA SUBJECT:

Approval of project closeout for Lakeline Boulevard 16-inch Waterline (W.72); providing for new 16-inch waterline, hydrants, and valves along Lakeline Boulevard between Stinnett Drive and Hero Way; and reallocating excess funding in the amount of \$207,146.00 back to the Water Impact Fee Fund-25.

BACKGROUND:

The City of Leander has completed the installation of a new 16-inch waterline project that included hydrants and valves along Lakeline Boulevard between Stinnett Drive and Hero Way. An additional section of water line and related appurtenances is to be constructed by the developer of the Rosenbusch Phase 2 subdivision. This will complete a water loop around the northwest quarter of the City. The City identified this project in the Fiscal Year 2022 Capital Improvement Program Book.

Entities involved in the project were Walter P. Moore and Associates, Inc., Skyblue Utilities, Inc., and MLA Geotechnical, dba MLA Labs, Inc.

The design firm, Walter P. Moore and Associates, Inc., was engaged on November 18, 2021, for the planning, design, and engineering services for the Lakeline Boulevard 16-inch Waterline and awarded task order no. WPM-1 on December 2, 2021. The final design was completed on May 11, 2023, and the final needed easement for the project was granted in October 2023. The City completed the solicitation for construction services and awarded a construction contract to Skyblue Utilities, Inc., on December 7, 2023. Notice to Proceed was issued to Skyblue Utilities, Inc., on March 6, 2024. The materials testing Task Order No. MATLT-MLA-CIPS23-019-02 for MLA Labs, Inc. was issued on March 8, 2024.

The construction services for the Lakeline Boulevard 16-inch Waterline were completed on January 17, 2025.

HISTORY/TIMELINE:

12/02/2021 - City Council approved Task order No. WPM-1 - Planning, design, and engineering services for Lakeline Boulevard 16-inch Waterline project - \$208,394.80.

01/23/2023 – City Staff approved WPM-1 Amendment No. 1- The addition of a control valve at the CR 280 elevated storage tank - \$13,050.00.

03/31/2023 – City Staff approved WPM-1 Amendment No. 2 - The creation of temporary construction easements for the installation of the waterline - \$20,150.00.

07/20/2023 – City Council approved WPM-1 Amendment No. 3 - The modification of the service connection at the 12-inch waterline (from a tee to a cross) and a new service connection on the southern side of Hero Way West for a new 16-inch service extension under Lakeline Boulevard - \$25,000.00.

12/07/2023 – City Council awarded construction contract to Skyblue Utilities, Inc. for construction services - \$2,052,131.92.

03/08/2024 – City Staff approved Task Order No. MATLT-MLA-CIPS23-019-02 – Material testing services provided by MLA Labs, Inc. - \$8,340.00.

05/02/2024 – City Council approved WPM-1 Amendment No. 4 to provide Sauterne Drive Waterline Plan and

Profile Adjustments, Communication Duct Bank, and Site Plan Correction. - \$26,715.00.

08/29/2024 – City Staff approved WPM-1 Amendment No. 5 to provide additional construction administration services to cover construction schedule extension of 60 days. Additional effort related to review and coordination of waterline connection adjustments due to unmarked duct bank and utility conflicts. - \$14,000.00.

08/29/2024 – City Staff approved Change Order No.1 to change in project timeline, increase, and decrease in funding for line items – (\$3,653.48).

03/03/2025 - City Staff approved Change Order No.2 for Project close out to align time and material numbers – (\$109,209.18).

03/06/2025 - City Council approved WPM-1 Amendment No. 6 for additional effort related to the installation of a control valve at the existing CR 280 Elevated Storage Tank - \$ 16,000.00.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Tony Bettis, PMP, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	(\$207,146.00)
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Water Impact Fee

Attachments:



EXECUTIVE SUMMARY

9/4/2025

AGENDA SUBJECT:

Discuss and consider action on a Resolution to authorize a cooperation agreement including a Payment in Lieu of Taxes (PILOT) under Texas Local Government Code, Section 392.059(b) to the Housing Authority of Travis County (HATC) to acquire, finance, renovate, operate, and manage an affordable housing development zoned as part of the Preserve at Mason Creek, 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.

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 development plans (SD-22-0021 and SD-23-0070) for the 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 have 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, 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 commencing on the eleventh anniversary of the date on which a final certificate of occupancy has been issued for the Project and continuing as for so long as (i) HATC holds an ownership interest in the Project or the land on which the Project is located and (ii) the Property is exempt from ad valorem taxes.

HISTORY/TIMELINE:

02/16/2017 – PUD Approved
12/15/2022 – PUD Addition Approved
11/17/2023 – Replat Recorded
08/07/2025 – Attainable Housing Workshop

APPLICANT/AGENT:

Cascade Homes

RECOMMENDATION:

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

1. Approve the resolution and cooperative agreement;
2. Deny the resolution and cooperative agreement; or
3. Modify the resolution and cooperative agreement.

Staff recommends Option 1 listed above – Approve the resolution and cooperative agreement. The City Council discussed this proposal and was supportive during the workshop on August 7, 2025.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 Preserve at Mason Creek - Resolution
2. Att 2 Preserve at Mason Creek - Cooperation Agreement
3. Att 3 Preserve at Mason Creek - Location Map
4. Att 4 Preserve at Mason Creek - Aerial Map

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

WHEREAS, the Housing Authority of Travis County, a Texas county housing authority (the “HATC”), has significant experience in providing, developing, acquiring, financing, rehabilitating and managing housing projects that are affordable to lower income residents and are assets to the community;

WHEREAS, HATC wishes to exercise its powers within the City limits of the City of Leander, Texas (the “City”);

WHEREAS, in order for a regional housing authority to operate within the City, the Texas Local Government Code, Section 392.017(d) requires the governing body of the municipality (the “City Council”) to adopt a resolution declaring a need for a regional housing authority to exercise its powers within the municipality, and to authorize a cooperation agreement under Texas Local Government Code Section 392.059(b);

WHEREAS, no municipal housing authority exists within the City limits of the City; and

WHEREAS, the City Council hereby finds that authorizing HATC to exercise its powers within the City limits as provided in this Resolution will serve the City’s need for housing that is affordable to lower income residents and is in the best interests of the citizens of the City;

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

SECTION 1. That the City Council, pursuant to Texas Local Government Code Section 392.017(d)(1), hereby declares that there is a need for HATC, as a Texas county housing authority, to exercise its powers within the City limits of the City to provide decent, safe, and sanitary housing that is affordable to lower income residents and HATC is hereby authorized to exercise its powers within the City limits of the City to acquire, develop, construct, finance, renovate, operate and manage the affordable housing development described in Section 2. Other housing developments undertaken by HATC in the City must first be approved by resolution of the City Council.

SECTION 2. That the City Council, pursuant to Texas Local Government Code Section 392.017(d)(2), hereby authorizes a cooperation agreement under Texas Local Government Code Section 392.059(b) by and between the City and the Texas Housing Foundation, in order for the HATC to acquire, develop, construct, finance, renovate, operate and manage the affordable housing development known as the Preserve at Mason Creek located within the City limits and more particularly described in the Cooperation Agreement.

SECTION 3. That the Cooperation and Payment in Lieu of Taxes Agreement (the “Cooperation Agreement”) between the City and HATC attached hereto as Exhibit “A” is approved.

SECTION 4. That the City Manager is authorized to execute the Cooperaton Agreement and take any reasonable action that is necessary or useful to effectuate and implement the City Council’s intention of this Resolution and the Cooperaton Agreement.

PASSED by the City Council on this the 4 day of September, 2025.

ATTEST:

CITY OF LEANDER

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

COOPERATION AND PAYMENT IN LIEU OF TAXES AGREEMENT
BETWEEN
THE CITY OF LEANDER, TEXAS
AND THE
HOUSING AUTHORITY OF TRAVIS COUNTY

This Cooperation and Payment in Lieu of Taxes Agreement (this “Agreement”) is entered into as of [____], 2025 (the “Effective Date”), by and between the City of Leander, Texas (the “City”), the Housing Authority of Travis County (“HATC”) and Cascade Homes LLC, or an affiliate (“Cascade”).

WHEREAS, HATC, acting through its affiliate Travis County Facilities Corporation, desires to undertake an affordable housing project known as the Preserve at Mason Creek located approximately south of Horseshoe Drive and east of Circle Diamond Lane in the City of Leander, Williamson County, Texas (the “Project”), on the property described in Exhibit A (the “Property”) which shall be developed by Cascade;

WHEREAS, on [____], 2025, the City Council of the City declared that there is a need for HATC to exercise its powers within the territorial boundaries of the City because there exists in the City a shortage of safe and sanitary housing available to lower income persons at rents they can afford and the City does not wish to participate in the Project; and

WHEREAS, in order for HATC to exercise its powers within the territorial boundaries of a municipality, Texas Local Government Code (the “Code”) Section 392.017(a) requires that the City Council of the City 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.

NOW, THEREFORE, the City, HATC and Cascade (each, a “Party” and collectively, the “Parties”) hereto agree as follows:

Section 1. Recitals. All of the recitals and preambles stated above are true and correct and are incorporated herein and made a part of this Agreement.

Section 2. Cooperation Agreement. The City and HATC agree that HATC is authorized to exercise its powers under Chapter 392 of the Code, to complete and operate the Project as provided in this Agreement.

Section 3. Authorized Activities. HATC is authorized to acquire land, develop site improvements, and construct buildings for the Project within the City together with Cascade and to operate and manage such Project for the benefit of residents of the City under the terms and conditions of this Agreement.

Section 4. Payment Obligations. Notwithstanding its entitlement to a full exemption from ad valorem property taxes under Section 303.042 of the Code, Cascade shall pay to the City a “Payment In Lieu of Taxes” or “PILOT Payment” commencing on the eleventh anniversary of the date on which a final certificate of occupancy has been issued for the Project and continuing as for so long as (i) HATC holds an ownership interest in the Project or the land on which the Project is

located and (ii) the Property is exempt from ad valorem taxes. Said PILOT Payment shall be the portion of ad valorem taxes that would be assessed against the Project (including the real property and business personal property) and payable only for the City's portion of ad valorem taxes in each calendar year and payable to the City as if no exemption were in place. Cascade shall pay the PILOT Payment annually within thirty (30) days of the later of (i) receiving an invoice from HATC for the same and (ii) the completion of any protest of the assessed value of the Project. HATC shall deliver an invoice to Cascade and a copy to the City within thirty (30) days after the assessed value of the Project is delivered to HATC by the Williamson Central Appraisal District. Prorations shall be applied as applicable. In the event the ad valorem tax exemption ceases to exist and full annual ad valorem taxes are payable with respect to the Project, the obligation to pay the PILOT Payment shall cease and be of no further force and effect. HATC agrees to notify both the City Manager and Chief Appraiser of the Williamson Central Appraisal District within thirty (30) days of HATC's departure from the Project's ownership structure.

Section 5. Interest. Interest shall accrue on any PILOT Payment that is paid after the date it is required to be paid under this Agreement at the rate provided for in the Texas Tax Code as though the PILOT Payment is an ad valorem tax payment.

Section 6. Authorization. The Mayor and the City Manager of the City, the President and CEO of HATC and any authorized representative of Cascade are authorized to take any reasonable and necessary action to effectuate and implement the direction and intention of this Agreement.

Section 7. Annual Reports. HATC shall submit within one hundred twenty (120) days after the end of its fiscal year a report to the City Manager of the City describing the housing and services operation undertaken for the benefit of low-income families of the City, including the residents of the Project, and describing other community outreach activities of the HATC in the City, if any. Cascade will provide a copy of the ground lease and development agreement with HATC or its affiliates for the Project to the City within thirty (30) days of the execution thereof.

Section 8. Attorneys' Fees and Legal Expenses. Should any Party hereto institute any action or proceeding in court to enforce any provision hereof by reason of any alleged breach of any provision of this Agreement or for any judicial remedy, the prevailing Party shall be entitled to receive from the losing Party all actual and reasonable attorneys' fees and all court costs in connection with said proceeding. Cascade shall further reimburse the City for attorneys' fees incurred by the City in the preparation and review of documents and agreements related to the Project, up to a maximum of ten thousand dollars (\$10,000.00) within thirty (30) days of receiving an invoice from the City.

Section 9. Applicable Law and Jurisdiction. This Agreement will be governed by the laws of the state of Texas and any disputes arising from it must be handled exclusively in the federal and state courts located in Williamson County, Texas, or federal courts with jurisdiction over Williamson County, Texas.

Section 10. Amendment. This Agreement may be amended only by written agreement signed by all Parties hereto.

Section 11. Agreement Binds and Benefits Successors. This Agreement is binding on and inures to the benefit of the Parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Project, is binding on the City, HATC and Cascade.

Section 12. Preservation of Authority. No applicable provision or intention in this Agreement limits authority or power of the City to exercise its powers under any law. No applicable provision or intention in this Agreement limits authority or power of HATC to exercise its powers under any law. No provision or intention in this Agreement limits the authority or power of HATC to exercise its powers under Chapter 392 of the Code to acquire, finance, plan, undertake, construct, rehabilitate or operate the Project under this Agreement or in the area of operation of HATC, as hereby expanded.

Section 13. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the party to be notified and with all charges prepaid; or (ii) by depositing it with a service guaranteeing “next day delivery”, addressed to the party to be notified and with all charges prepaid; or (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement. Notice will be effective only when received. For purposes of notice, the addresses of the parties will, until changed as provided below, be as follows:

If to Cascade, to: Cascade Homes, LLC
7000 N. MoPac Expressway, Suite 200
Austin, Texas 78731

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

If to HATC, to: Housing Authority of Travis County
502 E Highland Mall Blvd
Austin, TX 78752

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) calendar days’ written notice to the other party.

Section 14. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 15. Effective Date. This Agreement shall be effective as of the date first written above.

Section 16. Counterparts. This Agreement may be executed in numerous counterparts, all of which shall be considered one and the same agreement. For purposes of this Agreement, facsimile or electronic signatures shall be considered original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement and of the date and year first above written.

CITY:

CITY OF LEANDER, TEXAS

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

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

(SEAL)

Notary Public, State of Texas

HATC:

THE HOUSING AUTHORITY OF
TRAVIS COUNTY

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025, by _____, _____ of The Housing Authority of Travis County, a Texas county housing authority, on behalf of said authority.

(SEAL)

Notary Public, State of Texas

CASCADE:

CASCADE HOMES, LLC

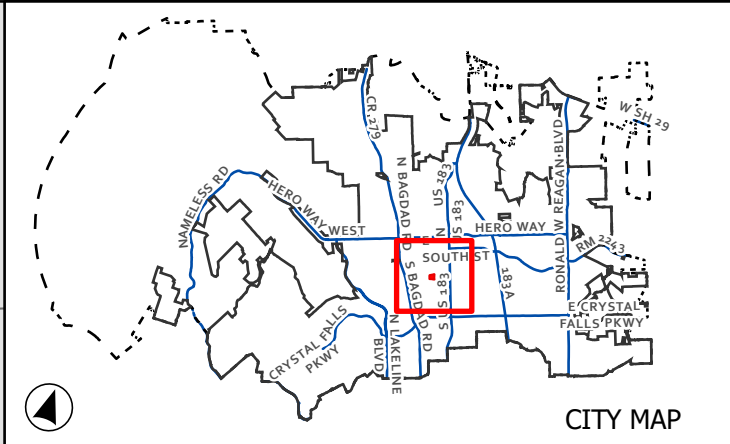
By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2025, by _____, _____ of Cascade Homes, LLC, a _____ limited liability company, on behalf of said company.

(SEAL)

Notary Public, State of Texas

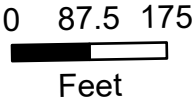


Location Map



 Subject Boundary

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

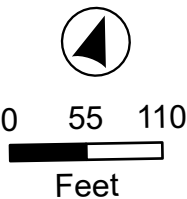




ATTACHMENT 4: PRESERVE AT MASON CREEK

Aerial Map

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- Leander City Limits
- Subject Boundary



EXECUTIVE SUMMARY
9/4/2025

AGENDA SUBJECT:

Discuss and consider providing direction to staff on amending Article 12.08 Roadway Impact Fees (RIF).

BACKGROUND:

Impact fees are a mechanism for funding public infrastructure necessitated by new development such as police and fire facilities, parks, schools, roads, and utilities. In Texas, impact fees may also fund water, wastewater, roadway, and drainage facilities. The City of Leander has used impact fees to fund public water and wastewater improvements since 1996.

Leander City Council adopted a comprehensive plan and a Transportation Master Plan (TMP) in 2021 to establish a guide for the future development of the city. Roadway impact fees were recommended in the TMP as an additional way for the city to fund the expansion of Leander's future roadways. Other studies may be needed in the future to prepare the city for traffic impacts associated with high-paced growth.

In 2022, the city initiated a roadway impact fee study to determine what amount of fees should be assessed to recover the incremental cost of impacts from each new unit of development on arterial and collector roadways in Leander. Kimley-Horn and Associates (KHA), a planning and design engineering consultant, conducted the study. Leander City Council approved the Roadway Impact Fees ordinance after holding a briefing workshop in June 2022 and a public hearing in July 2022. The ordinance went into effect on January 7, 2023.

The city started the collection of the fees on January 7, 2024. The collection is based on the calculator that takes into account the trips associated with the proposed use. This fee is collected at the building permit stage. There is a set fee for a shell permit and then a settle-up fee at the change of tenant stage. There are cases where the development is permitted as a lower category such as warehousing and then later converted to a higher intensity use. At the time of conversion, the additional fee is assessed to cover the change in use. The purpose in this agenda item is to discuss the instances where an additional fee is assessed and consider amendments to the ordinance to address the concerns of Council and provide direction to staff on possible changes to be brought back at a later date.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Council Directive

Fiscal Impact

Attachments: