



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, October 2, 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. Meet & Greet with Board and Commission applicants.

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.
 - Proclamation recognizing October as National Planning Month.
 - Old Town Master Plan Silver Award — The City of Leander has received the Silver Award in Urban Design for the Old Town Master Plan. This award honors efforts to create a sense of place, whether a street, public space, neighborhood, or campus effort. The Old Town Master Plan was selected by the Texas Chapter of the American Planning Association awards committee for its originality and compatibility with the Comprehensive Plan along with the effective engagement tools used to collaborate between leadership, public interests, and private development.
 - Planning Excellence Award — The City of Leander has received a Planning Excellence Award for 2025. This award is issued by the Texas Chapter of the American Planning Association and recognizes planning excellence in municipalities throughout the State. The City of Leander is recognized for the level of training of Planning Commissioners and professional qualifications of the planning staff, breadth and currency of master plan components and completion of other

planning-related projects.

CONSENT AGENDA: ACTION

8. Approval of the minutes for meetings held on September 16, 2025, and September 23, 2025.
9. Approval of the Letter Agreement addressing road bond authority of Leander Municipal Utility District No. 1, Leander Municipal Utility District No. 2, and Leander Municipal Utility District No. 3; and authorize the City Manager to execute any and all necessary documents.
10. Approval of the Option and Site Ground Lease Agreement between the City of Leander and Branch Towers VI, LLC to lease a portion of the property of land located at 209 Kaufman Loop (City of Leander Kaufman Loop Water Tower) identified as Tax Parcel ID: R549068 in Williamson County; and authorize the City Manager to execute any and all necessary documents.
11. Acceptance of the Quarterly Investment Report for the period ending June 30, 2025.
12. Approval of a Resolution adopting an Investment Policy and Strategy for the City of Leander.
13. Approval of the License Agreement renewal with ESRI for a three-year (3) term for the Geographic Information System (GIS) software in the amount of \$191,063.29 for the term of the contract; and authorize the City Manager to execute any and all necessary documents.
14. Approval of a Special Event Permit for the Diwali Festival to be held on October 18, 2025, from 2:00 p.m. to 10:00 p.m. at Lakewood Park; with an inclement weather date being October 19, 2025.
15. Approval of a Resolution authorizing and designating the City Manager, or designee, as the authorized person of the City of Leander to apply for the Family Place Libraries Grant.
16. Approval of the Purchase/Renewal of mobile device management (MDM) software and related professional services from SHI Government Solutions, Inc., utilizing TIPS purchasing cooperative contract #230105 in the total amount of \$64,466.50; and authorize the City Manager to execute all necessary documents and renewals.
17. Approval of the Purchase/Renewal of antivirus, identity protection, and ransomware prevention software along with related professional services from SHI Government Solutions, Inc., utilizing Texas DIR contract DIR-TSO-4317 in the total amount of \$112,217.07; and authorize the City Manager to execute all necessary documents and renewals.
18. Approval of Employee Health Benefits Contracts with Blue Cross/Blue Shield for medical/prescription, dental and voluntary vision for the 2026 plan year with all insular products remaining the same; providing for an effective date; and authorize the City Manager to execute any and all necessary documents
19. Approval of service agreement with Motorola Solutions for the term of five (5) years for a total contract amount of \$249,815.46 utilizing the cooperative purchasing program DIR Contract DIR-CPO-5433; providing for direct support of operational readiness and reliability for the Leander Police Department's communication infrastructure; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

20. Conduct a Public Hearing and first reading regarding approval of the Non-Exclusive Public Right-of-Way Franchise Agreement between the City of Leander and Google Fiber Texas, LLC. *[Postponed by staff due to agreement not ready to be considered.]*
21. Conduct a Public Hearing regarding Zoning Case Z-25-0176 to amend the current zoning of Interim SFR-1-B (Single-Family Residential) and Interim SFS-2-B (Single-Family Suburban) to GC-2-C (General Commercial) on three (3) parcels of land 12.595 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R343706, R343707, and R343708; and generally located southeast of the intersection of 183A Toll Road and E. Woodview Drive, Leander, Williamson County, Texas.
- Discuss and consider action regarding Zoning Case Z-25-0176 as described above.
22. Conduct a Public Hearing adopting an ordinance amending development and building permit fees set forth in the fee schedule; amending parks and recreation fees; amending all parts of ordinances in conflict; providing a severability clause; providing a savings clause; providing severability and open meetings clauses; and providing for related matters.
- Discuss and consider action on fee schedule as described above.

REGULAR AGENDA

23. Discuss and consider action on a Resolution approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. (BCRUA), authorizing the issuance of \$36,240,000.00 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2025; establishing the procedures for selling and delivering the bonds and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such bonds.
24. Discuss and reconsider action on Special Use Case Z-25-0184 for a Special Use Permit to allow for a social club and game room at 107 N. US 183, denied at the September 16, 2025, regular City Council meeting.
- Discuss and consider action on the First Reading of an Ordinance regarding Special Use Case Z-25-0184 to consider action on a Special Use Permit to allow for a social club and game room on one (1) parcel of land 0.25 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036101; and more commonly known as 107 N. US 183, Leander, Williamson County, Texas.
25. Council Member Closing Statements.
26. 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 properties 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 and possible action on Settlement Agreement.

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

1. Acquisition of properties for public purpose; and
2. Settlement Agreement 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.

27. 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 26 day of September 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Approval of the minutes for meetings held on September 16, 2025, and September 23, 2025.

BACKGROUND:

Attached are the minutes for meetings held on September 16, 2025, and September 23, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 09.18.2025
2. Draft Minutes 09.23.2025



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, September 18, 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 6:06 p.m.

2. Roll Call.

Mayor DeLisle confirmed all were present.

3. Receive a presentation from Mark Berman, Taylor Morrison, regarding a proposed addition to the Travis County MUD (Municipal Utility District) Number 19 also known as the western portion of the Travisso Development, Leander, Travis County.

Discussion included project overview; benefits; development current and future; tax value; current and future debt service; district value and city tax revenue.

4. Receive a presentation from Grant Rollo, Randolph Texas Development, regarding a proposed master planned community including residential and commercial uses located to the west of the intersection of Bagdad Road and San Gabriel Parkway, Leander, Williamson & Travis Counties, Texas.

Discussion included site location; phasing of the project; public-private partnerships; and removal from CCN.

Adjourn briefing workshop at 6:50 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:00 p.m.; Rabbi Marie Betcher, former APD Chaplain provided the invocation; and Mayor DeLisle led the Pledges of Allegiance.

6. Roll Call.

Roll call reflected all present.

7. 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.]

Rebecca Hamilton, 2312 Maxwell Drive - commented on traffic concerns and need for traffic signal needed at Cold Springs and Crystal Falls.

8. Recognitions/Proclamations/Visitors.

- Jason Schauble and Aryanna Moreno Certificate of Recognition
- Proclamation recognizing Senior Center Awareness Month (September)
- Proclamation recognizing Emergency Preparedness Month (September)

9. Staff Reports

- Introduction of Amy Miller, appointed as Library Director.
- Introduction of Michael Riley, appointed as Director of Streets and Drainage.
- Introduction of Kenley Crowder, appointed as Director of Utilities.
- 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.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 10 through 23.

By: Mayor Pro Tem Thompson
Seconded: Councilmember Ross

Vote: 7 - 0

10. Approval of the minutes for meeting held on September 4, 2025.
11. Approval of joining the Texas Attorney General's opioid settlements with Secondary Manufacturer; and authorize the City Manager to execute Settlement Participation Form and any and all necessary documents.
12. Award Solicitation S25-001 to Kendig Keast Collaborative to provide professional planning services to lead a major update of the Comprehensive Plan and Transportation Master Plan; authorize the City Manager to negotiate an agreement and execute any and all necessary documents.
13. Approval of agreement L00432 with Cities Digital, Inc. (CDI), for ArcGIS for initial setup and configuration of the ArcGIS and Laserfiche integration through DIR Contract DIR-CPO-5833 utilizing a Cooperative Purchasing Program in the amount of \$10,400.00; providing internal staff digital map-based "click and find" access to documents stored in Laserfiche; and authorize the City Manager to execute any and all necessary documents.

14. Approval of the Planning & Zoning Commission Progress Report for September 2024 to August 2025.
15. Approval and Final Reading of Ordinance Case OR-25-0034 to correct a scrivener's error in the description of the optional site area to amend the acreage from 20.5 acres to 22.0985 acres ± in size, out of the William Mancil Survey, Abstract No. 437, the Talbot Chambers Survey, Abstract No. 125; and generally located south of E. San Gabriel Parkway and approximately 200 feet east of US 183, Leander, Williamson County, Texas.
16. Acceptance of public infrastructure improvements associated with Subdivision Case PICP-22-0037 Wildspring Phase 1 for streets, drainage, water, and wastewater improvements.
17. Ratify City Manager's appointment of Amy Miller as Library Director.
18. Ratify City Manager's appointment of Michael Riley as Director of Streets and Drainage.
19. Ratify City Manager's appointment of Kenley Crowder as Director of Utilities.
20. Approval of the purchase of a 2024 Starcraft Bus utilizing TIPS contract 230204 to address operational and accessibility challenges with the current fleet in the amount of \$190,000.00; and authorize the City Manager to execute any and all necessary documents.
21. Approval of an Interlocal Cooperation Contract between The University of Texas at Austin – ITS - Office of Telecommunication Services and the City of Leander allowing the City to purchase Internet access and related services from the University of Texas System/UT Austin in the amount of \$19,714.44; and authorize the City Manager to execute all necessary documents.
22. Approval of a Resolution establishing the City of Leander Neighborhood Empowerment Zone Number One; providing effective date and open meetings clauses, and providing for related matters.
23. Approval of the Roadway Impact Fee (RIF) Offset Agreement for the Titan Leander Land Investors, LLC industrial development project for the construction of a portion of CR 270 located adjacent to the western boundary of the Titan Leander Minor PUD to reduce the RIF paid at the time of building permits to reflect the value of the construction of CR 270 pursuant to Article 12.08 of the Code of Ordinances; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

24. Conduct a Public Hearing regarding Zoning Case Z-25-0173 to amend the current zoning of SFR-2-A (Single-Family Rural) to SFR-3-A (Single-Family Rural) on one (1) parcel of land 1.01 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R570333; and more commonly known as 2700 Monte Ranch Trail, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0173 as described above.

Opened Public Hearing at 7:43 p.m.; closed Public Hearing at 7:45 p.m. No one spoke in favor of the request. Robert Ponce, 2720 Monte Ranch Trail spoke in opposition of the request. The following individuals submitted online positions and/or written comments in opposition of the request: Elise O'Sullivan, 111 Mesa Vista Drive; James Lyons, 2701 Monte Ranch Trail; Julia Littleton, 2620 Great Owl Pass; Dave and Candice Scott, 2741 Fishing Hole Cove; Katherine Hidalgo, 200 Council Springs Cove; Rocky Quach, 2540 Council Springs Pass; Tracie Simental, 2700 Fishing Hole Cove; Sheri Shelton, 2460 Greatwood Trail; Dawn Lyons, 2701 Monte Ranch Trail; Patricia Anderson, 2701 Fishing Hole Cove; Mary Richardson, 2500 Council Springs Pass; and Allen Cox, 2520 Council Springs Pass.

Motion: Deny Zoning Case Z-25-0173, following discussion.

By: Councilmember McDonald
Seconded: Councilmember Chang

Vote: 7 - 0

25. Conduct a Public Hearing regarding Special Use Case Z-25-0184 for a Special Use Permit to allow for a social club and game room on one (1) parcel of land 0.25 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036101; and more commonly known as 107 N. US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0184 as described above.

Opened Public Hearing at 8:08 p.m.; closed Public Hearing at 8:09 p.m. No one spoke in favor of the request. Anita Chumnanvech, 708 Palamos Drive, spoke in opposition of the request.

Motion: Deny Special Use Case Z-25-0184.

By: Mayor DeLisle
Seconded: Councilmember McDonald

Vote: 5-2 (Herrera, Naudin)

26. Conduct a Public Hearing regarding authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2025, in an aggregate principal amount not to exceed \$132,100,000.00 for the purposes of paying contractual obligations of the City to be incurred for (1) constructing, improving, renovating, and equipping fire stations; (2) constructing, improving, enlarging, and expanding streets, roads, bridges, low-water crossings, pedestrian/multi-modal sidewalks/trails and thoroughfares; (3) constructing, improving, enlarging, and expanding the City's water and wastewater utility systems; (4) constructing, improving, equipping, and expanding park and recreation facilities that are generally accessible to the public and part of the City's park system; (5) constructing, improving, renovating, and equipping existing facilities used for the City's administrative functions; and (6) professional services relating to the design, construction, project management, and financing of the aforementioned public works including costs of issuance.

- Discuss and consider action regarding an Ordinance authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2025; authorizing the sale thereof; and enacting provisions incident and related to the issuance of aid certificates.

Opened Public Hearing at 8:39 p.m.; Closed Public Hearing at 8:39 p.m. No one spoke in favor or opposition of the request.

Motion: Approve authorizing the issuance of Combination Tax and Revenue Certificates of Obligation, Series 2025.

By: Mayor DeLisle
Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

[Council took a brief recess at 8:39 p.m.; reconvened at 8:58 p.m.]

27. Conduct a Public Hearing on the proposed budget for Fiscal Year 2026.

- Discuss and consider action on an Ordinance adopting the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026; appropriating the various amounts thereof and repealing all ordinances or parts of ordinances in conflict therewith; and providing for an effective date.

City of Leander Impact Statement				
Description	FY 2025	FY 2026	(\$ Change	(%) Change
Proposed Tax Rate FY2026				
Total Tax Rate (per \$100 of value)	0.417282	0.417282	\$ -	0.00%
Average Homestead Taxable Value Comparison				
Average Homestead Taxable Value	514,904	535,962	21,058	4.09%
Tax on Average Homestead	2,148	2,349	201	9.36%
Detailed Tax Rate Comparison				
Maintenance & Operations (M & O) Proposed	0.273604	0.273604	-	0.00%
Interest & Sinking (I&S) Proposed	0.143678	0.143678	-	0.00%
M&O Adj No-New Revenue Tax Rate	0.264352	0.280537	0.016185	6.12%
M&O Voter Approval M&O rate	0.273604	0.290355	0.016751	6.12%
Total No-New-Revenue Tax Rate	0.405881	0.428187	0.022306	5.50%
Total Unused Increment Rate	0.007153	0.004399	(0.002754)	-38.50%
Total Voter Approval Tax Rate	0.424435	0.438432	0.013997	3.30%
Certified Values	15,627,322,257	16,459,964,129	832,641,872	5.33%
Total Tax Levy - All Properties	53,477,852.00	58,422,010.00	4,944,158.00	9.25%
M&O Tax Revenue	38,369,491	42,008,755	3,639,264	9.48%

Opened Public Hearing at 9:07 p.m.; closed Public Hearing at 9:07 p.m. No one spoke in favor or opposition of the request.

Motion: to ratify the property tax increase reflected in the proposed budget, following comments.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

Motion: Approve the proposed budget for FY 2026.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

28. Conduct a Public Hearing on levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2026 (FY 2026); providing for and

apportioning each levy for specific purposes; and providing when taxes shall become due and when the same shall become delinquent if not paid.

- Discuss and consider action on the First Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the FY 2026 as described above.

Public Hearing opened at 9:10 p.m.; closed Public Hearing at 9:10 p.m. No one spoke in favor or opposition of the request.

Motion: Approve the property tax rate of \$.417282 cents per \$100 valuation be adopted which is the same tax rate as last year and 2.5% lower than the No-New-Revenue rate; and brings in 9.1% more total property taxes than last year's budget due to increased property evaluations and newly improved properties added to tax roll this year

By: Mayor DeLisle
Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

REGULAR AGENDA

29. Discuss and consider action on Tree Removal Case TRP-25-0039 regarding the removal of seven (7) Heritage Trees associated with the Wildspring Phase 2 Public Improvement Construction Plans (PICP-25-0199), generally located west of the intersection of Peach Drift Drive and White Mistleflower Drive, Leander, Williamson County, Texas.

Motion: Approve Tree Removal Case TRP-25-0039.

By: Mayor DeLisle
Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

30. Council Member Closing Statements.

Stephen Chang - thanked everyone who attended the 9/11 memorial ceremony.

Michael Herrera - wished his mother happy birthday.

David McDonald - stated it was nice recognizing the two (2) teenagers for the heroism.

Andrew Naudin - wished everyone a happy voter registration month,

Christine DeLisle - stated dinner was from Smokey Mo's tonight; reminded everyone to shop local; proclamations were recently issued for Hunger Action Month and Fall Prevention Week (September 22-26); stated she would be out next week for a medical procedure and Mayor Pro Tem Thompson would be handling her duties while out; and she would be resigning in a few weeks after much thought and talking with her family they will be relocating out of state to be closer to family; the council all have strengths and lean on each other for guidance in the future.

31. 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 properties 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; and
3. Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.087, Texas Government Code, to deliberate with legal counsel an addendum to a Chapter 380 Agreement by and between City of Leander and Titan Leander Land Investors, LLC along with consideration and possible action on a Chapter 380 Agreement Addendum;
4. Section 551.089, Texas Government Code, deliberation regarding deployments relating to information resources technology.

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

1. Acquisition of properties 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. Addendum to a Chapter 380 Agreement by and between City of Leander and Titan Leander Land Investors, LLC.;
4. Deployments relating to information resources technology.

Recessed into Executive Session at 9:20 p.m.; reconvened into open session at 10:05 p.m.

1. No action.

2. Motion: Authorize the City Attorney to proceed as discussed in executive session.

By: Mayor Pro Tem Thompson

Seconded: Councilmember Ross

Vote: 7 - 0

3. Motion: Approve an addendum to a Chapter 380 Agreement, Incentive Project EDA-24-001 by and between the City of Leander and Titan Leander Land Investors, LLC; and authorize the City Manager to execute said agreement as discussed in executive session.

By: Mayor Pro Tem Thompson

Seconded: Councilmember Ross

Vote: 7 - 0

4. No action.

32. Adjournment

Adjourned at 10:06 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:
Tracie	Simental	Yes	2700 Fishing Hole Cv	Leander	TX	78641	City Council	9/18/2025	Public Action case Z-25-0	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
SHERI	SHELTON	Yes	2460 Greatwood Trl	Leander	TX	78641	City Council	9/18/2025	Z-25-0173	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Dawn	Lyons	Yes	2701 Monte Ranch Trail	Leander	Texas	78641	City Council	9/18/2025	Z-25-0173	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Patricia	Anderson	Yes	2701 Fishing Hole Cove	Leander	Tx	78641	City Council	9/18/2025	Z-25-0173	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Mary	Richardson	Yes	2500 Council Springs Pass	Leander	TX	78641	City Council	9/18/2025	Z-25-0173	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Allen	Cox	Yes	2520 Council Spring Pass	Leander	Texas	78641	City Council	9/18/2025	Z-25-0713	I am AGAINST this item.	No. I just want my position (FOR/AGAINST) added to the meeting record.
Rocky	Quach	Yes	2540 Council Springs Pass	Leander, TX	TX	78641	City Council	9/18/2025	Z-25-0173	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
Elise	O'Sullivan	No	111 Mesa Vista Drive	Leander	Texas	78641	City Council	9/18/2025	Z-25-0173	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	I don't live in Greatwood, but down in Mesa Vista. I walk through Greatwood multiple times a week with my dogs and children. I appreciate being able to walk safely on the roads, with little road traffic, along with all others out walking at the same time. Increasing to SFR-3-A sets a precedent with other properties being rezoned to high density, which will increase road traffic in a neighborhood where sidewalks don't exist. I support the community of Greatwood who oppose this.
James	Lyons	Yes	2701 Monte Ranch Trail	Leander	TX	78641	City Council	9/18/2025	Z-25-0173	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	I am against the proposed zoning change to the residence at 2700 Monte Ranch Trail because he has already exceeded the allowable coverage. He has not followed the necessary request prior to building structures beyond what is currently allowed. What will be done by the city to put him in compliance as he is already over the 20 %? He has circumvented the HOA that he was aware of the regulations and signed prior to purchasing his home.
Julia	Littleton	Yes	2620 Great Owl Pass	Leander	TX	78641	City Council	9/18/2025	Z-25-0173	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	Good evening, Council Members , Our names are Jason and Julia Littleton and we live at 2620 Great Owl Pass. Jason is the current President of the Greatwood HOA and unfortunately we could not be in attendance tonight. We are submitting this statement in opposition to Zoning Case Z-25-0173 regarding the property at 2700 Monte Ranch Trail. While we recognize that the Greatwood HOA Architectural Review Committee provided conditional approval for the project on April 17, 2024, we would like to highlight several concerns that we believe merit close scrutiny before any zoning changes are approved. First, the conditional HOA approval explicitly states that all municipal codes and setbacks must be followed, and that it is the responsibility of the homeowner to obtain all necessary permits prior to beginning construction. Despite this, the applicant moved forward without obtaining a city permit &" only seeking approval after the fact. Approving this request post-construction sends a troubling message to both homeowners and developers: that the city's regulatory process is optional, and violations may be retroactively approved if caught. That undermines the standards we all rely on to maintain order and fairness in development. Second, while the requested zoning change may align with what the Greatwood ARC conditionally approved, granting this change could set a dangerous precedent. Once we open the door for zoning changes to accommodate unapproved development, what stops others from bypassing the process and seeking forgiveness rather than permission? This not only weakens the city's zoning authority but could lead to a cascade of similar requests that erode the integrity of future land-use planning. Third, the applicant has not acted in good faith throughout this process. From initiating construction without the required permit to inaccuracies and misrepresentations in the neighborhood outreach summary&"such as claiming HOA notification and approval that did not occur&"there is a clear pattern of bypassing proper procedure. Rewarding this behavior with a zoning change sets the wrong example for our community. Respectfully, we urge the City Council to follow up the P&Z committee&"s unanimous denial and consider the broader implications of this case. Zoning regulations exist for a reason: to provide clear expectations, maintain neighborhood standards, and ensure transparent, good-faith development. Allowing this change would compromise those principles. Thank you for your time and consideration.
Dave & Candice	Scott	Yes	2741 Fishing Hole CV	Leander	Tx	78641	City Council	9/18/2025	Z-25-0173	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.	We are adamantly against the City of Leander authorizing rezoning of this lot (address 2700 Monte Ranch Trail). We live within the 200-500 feet of this address and we were NEVER informed as we should have been. This neighbor has continually violated any city permitting rules and city laws, he does what he wants and then acts like he didn&"t know. He knows. He is a contractor himself so he knows there are rules and laws for most if not all neighborhoods and cities. He doesn&"t care. By authorizing rezoning of this lot in our Greatwood neighborhood will not only lower our values, it sets the wrong precedence, directly and indirectly let&"s residents know that the city will not stand by its own rules and laws and anyone can do what they want with their lot, after all there will it be any consequences. This neighbor has zero respect for our community, neighbors, and the city. This is only 1 piece of the major issues our community has with this neighbor. I hope you Mayor and Council vote against this rezoning.

											My husband and I have been owners in the Greatwood Subdivision for 8.5 years. As a stakeholder in this neighborhood, we have a vested interest in any proposed changes, as they can have a direct affect on our investment- specifically values of our home, and established character of our neighborhood. This proposed change affects what we all originally agreed to when we bought our house and is not something we want for one property in our neighborhood. I am AGAINST rezoning and this is why. I read the executive summary and it states that the Zoning request is in response to a code enforcement case for building without a permit. According to the executive summary, the Greatwood subdivision is zoned a single family rural-2 community and has been so for 11 years. This is the standard established and what we agreed to when we purchased. There are rules and protocols to follow when building and with this zoning designation to ensure your plans are within the parameters. Approvals are needed from both the HOA and by obtaining required city permits. The remedy this case is suggesting to RETRO-FIT because structures have already been built without permits. I don't understand how a builder can build without a permit, but even more so try to fix by changing zoning of ONE property in our neighborhood. THIS IS A LIVE EXAMPLE OF a better to ask for forgiveness than permission. With this approach, a risk is taken to reap potential rewards. There should be NO reward given for building without a permit. PERIOD. Follow the rules. Be accountable. That's our responsibility. As a stakeholder, I expect the other stakeholders to follow the rules of our neighborhood to include zoning. I believe each homeowner should develop their properties as long as it's within the zoning parameters. If it's not, they should consider finding the right property to meet their needs. Thank you for the opportunity to comment. I am AGAINST rezoning.
Katherine	Hidalgo	Yes	200 Council Springs Cv	Leander	TX	78641	City Council	9/18/2025	Zoning Case Z-25-0173	I am AGAINST this item.	Yes. But I only want my written comments added to the meeting record.
Rocky	Quach	Yes	2540 Council Springs Pass	Leander	TX	78641	City Council	9/18/2025	Z-25-0173	I am AGAINST this item.	Dear Commissioners, Please keep this property at SFR-2-A. While the use stays Single-Family Rural (SFR) either way, moving from Site Type 2 to Site Type 3 materially increases site intensity, not density. Why these matters: Much larger accessory buildings. Type 2 limits accessory buildings to the greater of 10% of the house or 120 sq ft; Type 3 allows up to 30% of the house. That's a big jump in mass and visual presence for a quiet, rural block. More commercial-looking site features. Type 3 adds features like overhead service doors and limited outdoor display/storage things that read more like a shop than a small backyard shed, altering the look and feel along the fence line. leandertx.gov Type 3 is meant as a transition near office/retail not inside established SFR streets. The City's own Features & Intent says Type 3 is intended with Local Office (LO) and Local Commercial (LC) where it transitions next to less-restricted districts. Using Type 3 in the middle of a single-family rural street breaks that compatibility logic. SFR's stated purpose is to preserve rural character. The SFR use component exists to preserve rural character and protect large-lot single-family neighborhoods. Upsizing outbuildings and site privileges under Type 3 cuts against that stated intent. Bottom line: This change doesn't add lots, but it does raise allowed intensity (scale of accessory buildings and site features). On a family-focused, 1-acre neighborhood, that's the wrong direction for compatibility. Please deny Z-25-0173.



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Tuesday, September 23, 2025
Special Meeting at 5:30 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**

SPECIAL MEETING – CONVENE AT 5:30 PM

1. Open Meeting.

Opened meeting at 5:30 p.m.

2. Roll Call.

Roll call reflected all present with Mayor DeLisle and Councilmember McDonald absent.

REGULAR AGENDA

3. Discuss and consider action on the Second Reading of an Ordinance levying ad valorem taxes for the use and support of the municipal government of the City of Leander, Texas, for the Fiscal Year 2026; providing for and apportioning each levy for specific purposes; and providing when taxes shall become due and when the same shall become delinquent if not paid.

Motion: Approve that the property tax rate of \$.417282 cents per \$100 valuation be adopted which is the same tax rate as last year and 2.5% lower than the No-New-Revenue rate; and brings in 9.1% more total property taxes than last year's budget due to increased property evaluations and newly improved properties added to tax roll this year

By: Mayor Pro Tem Thompson
Seconded: Councilmember Ross

Vote: 5 - 0

4. Adjournment

Adjourned at 5:32 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Approval of the Letter Agreement addressing road bond authority of Leander Municipal Utility District No. 1, Leander Municipal Utility District No. 2, and Leander Municipal Utility District No. 3; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On September 17, 2015, the City entered into an Amended and Restated Agreement Regarding Consent to Creation of Leander Municipal Utility Districts No. 1, 2 and 3 and Development of the Bar W Ranch (the “Consent Agreement”) with Leander Municipal Utility District No. 1, Leander Municipal Utility District No. 2, and Leander Municipal Utility District No. 3 (collectively, the “Districts”). The Consent Agreement is recorded under Document No. 2015089728, Official Public Records of Williamson County, Texas. The Districts were created by the Texas Commission on Environmental Quality with the power to issue bonds to pay for road projects in accordance with Texas Water Code Section 54.234 (the “Road Bond Statute”) and Section 52, Article III of the Texas Constitution.

Section 8.01(c) of the Consent Agreement provides that the Districts have the authority to issue Bonds to “design, acquire, construct, and finance Road Improvements.” Although “Road Improvements” are not defined in the Consent Agreement, “Roadway Improvements” (emphasis added) are defined in Section 1.02 as the “thoroughfare, collectors and arterial roads required for the Project and any related appurtenances.” These types of roads were the only types of roads that were allowed to be bonded under the Road Bond Statute at the time the Consent Agreement was entered into. However, the term “Roadway Improvements” is not actually used in any other portion of the Consent Agreement and, effective September 1, 2019, the Road Bond Statute was amended by House Bill 2590, Acts of the Texas Legislature, 86th Regular Legislative Session (“HB 2590”), to repeal the thoroughfare, arterial, and collector road limitation.

The purpose of the letter agreement is to clarify and confirm, in light of the internal inconsistencies in the Consent Agreement in the use of the terms “Roadway Improvements” and “Road Improvements” and following the changes to the Road Bond Statute made by HB 2590, that the City and the Districts mutually acknowledge and agree that the Districts are authorized to issue Bonds under the Consent Agreement for roads and improvements in aid of such roads in accordance with and as authorized by the Road Bond Statute, as amended by HB 2590 and as may be amended from time-to-time.

HISTORY/TIMELINE:

09/15/2015 - The City and the Districts enter into the Consent Agreement.

APPLICANT/AGENT:

RECOMMENDATION:

Options:

1. Approve the Letter Agreement
2. Disapprove the Letter Agreement
3. Approve the Letter Amendment with modifications

Staff recommends Option 1.

PRESENTER:

Paige Saenz, City Attorney

Fiscal Impact

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Attachments:

1. Letter Agreement

LEANDER MUNICIPAL UTILITY DISTRICTS NO. 1, 2, AND 3

C/O ARMBRUST & BROWN, PLLC

100 CONGRESS AVENUE, SUITE 1300
AUSTIN, TEXAS 78701-2744
512-435-2300

October 2, 2025

City of Leander, Texas
105 N. Brushy Street
Leander, TX 78641
Attention: Todd Parton, City Manager
Email: tparton@leandertx.gov

Re: Road Bond Authority of Leander Municipal Utility District No. 1, Leander Municipal Utility District No. 2, and Leander Municipal Utility District No. 3 (collectively, the “Districts”) under Amended and Restated Agreement Regarding Consent to Creation of Leander Municipal Utility Districts No. 1, 2 and 3 and Development of the Bar W Ranch dated effective as of September 17, 2015, and recorded under Document No. 2015089728, Official Public Records of Williamson County, Texas (as amended and assigned, the “Consent Agreement”)

Dear Mr. Parton:

As you know, the Districts were created by the Texas Commission on Environmental Quality with the power to issue bonds to pay for road projects in accordance with Texas Water Code Section 54.234 (the “Road Bond Statute”) and Section 52, Article III of the Texas Constitution and are operating under the Consent Agreement. All capitalized terms in this letter that are not otherwise defined herein will have the meanings assigned to such terms in the Consent Agreement.

Section 8.01(c) of the Consent Agreement provides that the Districts will have the authority to issue Bonds to, among other things, “design, acquire, construct, and finance Road Improvements.” Although “Road Improvements” are not defined in the Consent Agreement, “*Roadway* Improvements” (emphasis added) are defined in Section 1.02 as the “thoroughfare, collectors and arterial roads required for the Project and any related appurtenances,” which are the only types of roads that were allowed to be bonded under the Road Bond Statute at the time the Consent Agreement was entered into. However, the term “*Roadway* Improvements” is not actually used in any other portion of the Consent Agreement and, effective September 1, 2019, the Road Bond Statute was amended by House Bill 2590, Acts of the Texas Legislature, 86th Regular Legislative Session (“HB 2590”), pursuant to which the thoroughfare, arterial, and collector road limitation was repealed.

The purpose of this letter is to clarify and confirm, in light of the internal inconsistencies in the Consent Agreement and following the changes to the Road Bond Statute made by HB 2590, that the City of Leander (the “City”) and the Districts mutually acknowledge and agree that the Districts are authorized to issue Bonds under the Consent Agreement for roads and improvements in aid of such roads in accordance with and as authorized by the Road Bond Statute, as amended by HB 2590 and as may be amended from time-to-time.

Please evidence the City's agreement with the foregoing by signing the last page of this letter in the space indicated and transmitting a copy of the signed letter to the Districts, c/o Jenn Scholl, at jscholl@abaustin.com. Thank you for your assistance.

[Counterpart Signature Pages Follow]

LEANDER MUNICIPAL UTILITY DISTRICT NO. 1

By: _____
Will Withers, President
Board of Directors

LEANDER MUNICIPAL UTILITY DISTRICT NO. 2

By: _____
Greg Samford, President
Board of Directors

LEANDER MUNICIPAL UTILITY DISTRICT NO. 3

By: _____
Pete Peters, President
Board of Directors

ACCEPTED AND AGREED:

CITY OF LEANDER, TEXAS

By: _____
Todd Parton, City Manager

cc (via Email):
Paige Saenz, City Attorney (Paige@cityattorneytexas.com)



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Approval of the Option and Site Ground Lease Agreement between the City of Leander and Branch Towers VI, LLC to lease a portion of the property of land located at 209 Kaufman Loop (City of Leander Kaufman Loop Water Tower) identified as Tax Parcel ID: R549068 in Williamson County; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On June 5, 2025, the City Council approved the Telecommunications Marketing and Master Ground Lease Agreement with Branch Communications, LLC (Branch). This partnership allows Branch to conduct marketing, leasing, development, and management of telecommunication facilities on City-owned properties for the purpose of Branch's construction of one or more telecommunication facilities and leasing space on the tower(s) and ground to telecommunication service providers.

Branch is a privately-owned national tower development, management and services company. Branch was founded in 2011 after 15 years of wireless tower experience working for Tier 1 Carriers, like ATT, Verizon, and T-Mobile. Branch owns, operates, and manages (for collocation) over 1,250 towers nationally. Additionally, Branch provides full turnkey development and construction management services for third-party carriers. Aside from the actual construction of the tower and regulatory reviews, Branch self-performs all other aspects of the tower life cycle.

Branch has expressed interest in constructing a telecommunications tower located on the property of the Kauffman Loop Water Tower at 209 Kauffman Loop. The Option and Site Ground Lease Agreement would approve the lease for a portion of the property to construct a telecommunications tower. Attached are proposed tower plans and descriptions for the project as reference. Following approval of the Option and Site Ground Lease Agreement, Branch will undergo an in-depth plan review and permitting process of their site development and construction plans with Development Services and Public Works.

The Option and Site Ground Lease Agreement for the Kauffman Loop location provides the City with an upfront payment of \$2,000.00 upon lease execution, \$1,250.00 monthly rent plus 1.5% annual rental escalation, and \$300.00 monthly per carrier plus 1.5% annual rental escalation. The initial lease term is five (5) years with automatic renewal options for nine (9) additional five-year (5) terms.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the Option and Site Ground Lease Agreement for the property located at 209 Kauffman Loop.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. Option and Site Ground Lease Agreement (209 Kauffman Loop)
2. Proposed Tower Plan (209 Kauffman Loop)
3. Proposed Site Descriptions (209 Kauffman Loop)

OPTION AND SITE GROUND LEASE AGREEMENT

This Option and Site Ground Lease Agreement ("Agreement") is made effective as of the latter signature date hereof, by and between, between Branch Towers VI, LLC, a Delaware limited liability company, ("Lessee"), and City of Leander, a political subdivision of the State of Texas hereinafter ("Lessor"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Premises.** Subject to the terms of that certain Telecommunications Marketing and Master Ground Lease Agreement Lease Agreement by and between the Lessee and Lessor effective the June 6th, 2025, the terms of which are hereby incorporated by reference herein for all purposes and the following terms and conditions, Lessor leases to Lessee a portion of the real property (the "Property") described in the attached Exhibit A. Lessee's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to as the "Premises"). The Premises are located on a portion of a Tract or Parcel of land identified as Tax Parcel ID: R 5 4 9 0 6 8 in Williamson County, State of Texas, and comprises approximately 5,625_square feet (75' x 75').

2. **Option.** In consideration of the payment of Two Thousand Dollars (\$2,000.00) ("Option Fee") by Lessee to Lessor, Lessor hereby grants to Lessee an option to lease the Premises on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of one (1) year, commencing on the effective date of this Agreement (the "Option Period"). The Option Period may be extended by Lessee for an additional one (1) year term, upon written notice to Lessor and payment of the sum of Two Thousand Dollars (\$2,000.00) ("Additional Option Fee") at any time prior to the end of the Option Period. The Option described herein may only be extended for one additional term.

3. **Contingencies.** During the Option Period, and any extension thereof, and during the Term (as defined below) of the Agreement, Lessor agrees to cooperate with Lessee in obtaining at Lessee's expense, all governmental licenses, permits and approvals, required for its use of the Premises. Lessor agrees to cooperate with and to allow Lessee, at no cost to Lessor, to perform some or all of the following activities ("Permitted Activities"): surveys, geo-technical soil borings and analyses, Phase I environmental audits, boundary surveys, title searches, radio propagation studies and such other tests and inspections of the Property which Lessee may deem necessary or advisable, which studies SHALL NOT reveal obstructions, encroachments or defects which Lessee determines would interfere with Lessee's intended use of the Property. Lessor consents to Lessee, its employees, agents and independent contractors entering upon the Property and performing the Permitted Activities. Lessee agrees to repair any damage to the Property that might have been caused in connection with any of the Permitted Activities. During the Option Period, and any extension thereof, Lessee may exercise the Option by notifying Lessor in writing, at Lessor's address in accordance with Section 15 below. If Lessee fails to exercise this Option, or any extension thereof within the time specified in Section 2, all rights and privileges granted in this Agreement shall be deemed completely surrendered, this Option shall be terminated, and Lessor shall retain all money paid for the Option, and no additional money shall be payable by either party to the other.

4. **Term.** The initial lease term will be five (5) years (the "Initial Term"), commencing on the effective date of written notification by Lessee to Lessor of Lessee's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5th) anniversary of the Term Commencement Date. This Agreement will automatically renew for nine (9) additional five (5) year term(s) (each five (5) year term shall be defined as a "Renewal Term"), upon the same terms and

conditions unless Lessee notifies Lessor in writing of Lessee's intention not to renew this Agreement at least ninety (90) days prior to the expiration of the existing Term or Renewal Term.

5. **Rent and Compensation**

a. **Rent.** Starting on the date that is 30 days after the Term Commencement Date and on the first day of every month thereafter, Lessee will pay rent in advance in equal monthly installments of One Thousand Two Hundred Fifty Dollars (\$1,250.00) ("**Rent**"). Rent for any partial months will be prorated based upon a 30-day month. On the anniversary of the commencement date and beginning with the second year of the initial term and each year thereafter, the Rental payments for each year shall be increased by one and one-half percent (1.5 %) over the annual rental payment for the immediately preceding year.

b. **Revenue Sharing.** The first Carrier on Lessee's communication facility shall be referred to as the Anchor Tenant, and all other Carriers shall be referred to as Collocators ("**Collocator**"). The Lessor shall be entitled to an additional Three Hundred Dollars (\$300.00) in monthly rent ("**Additional Rent**") for each additional Collocator (2nd, 3rd, 4th, etc.) after the initial installation of the Anchor Tenant. This Additional Rent will escalate in accordance with the same terms and conditions as the Rent payments provided herein. Lessee shall provide notice to the Lessor of each planned Collocation.

c. **Reserved Space.** Lessor shall be entitled to five (5) feet of vertical space on the tower ("**tower space**") and adequate space within the Leased premises ("**ground space**") for Lessor's antennas and equipment. The placement and location of ground space and tower space shall be determined upon mutual agreement between the Lessor and Lessee but Lessee shall have the sole right and discretion to reserve adequate space at the top of the tower for future Carrier subleases. Lessor shall not be required to pay a fee for the tower or ground space. Lessor shall inform Lessee of the desired height and equipment to be installed. Lessor shall be responsible for installing its own equipment and may not use materials in installing Lessor's antennas or cables that will cause corrosion or rust or undue harm to the Tower structure or its appurtenances. Lessor's equipment shall not cause electronic or physical interference with any equipment or operations located on the Tower or Property. Written notice of such interference shall be provided to the interfering party by Lessee, and the purported party shall use its best efforts to eliminate the interference within seventy-two (72) hours.

6. **Use.** The Premises may be used by Lessee for any activity in connection with the provision of communications services. Lessor agrees to cooperate with Lessee, at Lessee's expense, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Lessee's intended use of the Premises.

7. **Facilities; Utilities; Access**

a. Lessee has the right to maintain and operate on the Premises a telecommunications facility, including without limitation, an antenna tower or pole and foundation, utility lines, transmission lines, air-conditioned equipment shelter(s), electronic equipment, radio transmitting and receiving antennas, supporting equipment and structures thereto ("**Lessee Facilities**"). Lessee has the right to do all work

necessary to prepare, maintain and alter the Premises for Lessee's business operations. All of Lessee's construction and installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. The survey, specifications, site plan and precise location of the Premises and Lessee Facilities shall be subject to the prior approval of Lessor and subject to all local, federal, and state regulations and permitting procedures, obtained by Lessee at Lessee's expense. After approval, the survey shall be considered incorporated in this Agreement as Exhibit "B". Notwithstanding any other provision to the contrary, Lessee shall have the right to approve the plans and supervise the work of any future third party carrier ("Future Carrier") co-locating on the Premises, subject to all local, state, and federal regulations and permitting requirements.

b. Title to the Lessee Facilities shall be held by Lessee. All of Lessee Facilities shall remain Lessee's personal property and are not fixtures. Lessee has the right to remove all Lessee Facilities at its sole expense on or before the expiration or earlier termination of the Agreement; provided Lessee repairs any damage to the Premises caused by such removal. Lessor waives any lien rights it may have concerning the Lessee Facilities. Lessor acknowledges that Lessee may now or in the future enter into financing arrangements with financing entities for the financing of the Lessee Facilities (the "Collateral") with a third-party financing entity. In connection therewith, Lessor (i) consents to the installation of the Collateral; (ii) disclaims any interest in the Collateral as fixtures or otherwise; and (iii) agrees that the Collateral shall be exempt from execution, foreclosure, sale, levy, attachment, or distress for any Rent due or to become due and that such Collateral may be removed at any time without recourse to legal proceedings ("Lessor Consents"). Upon termination of this Agreement, Lessee shall remove all Lessee equipment, fixtures, and personal property within 60 days of the end of the term of this lease or termination thereof. If any Lessee equipment, fixtures, or personal property remain after this 30 day period the Lessor shall provide a notice to the Lessee according to Section 16 herein and the Lessee shall be required to remove all such equipment, fixtures, or personal property within 15 days of such notice; failure to remove Lessee equipment, fixtures, or personal property within this 15 day period will result in the equipment, fixtures, or personal property to be deemed abandoned (Abandoned Property) and the Lessee forfeits all right, title, and ownership in the Abandoned Property and the Lessor is permitted to dispose of the Abandoned Property in any manner in which it desires. Lessee shall not be required to remove any foundation more than one (1) foot below grade level. The Lessee is not permitted to allow or cause a lien to be placed on the real property, fixtures or the personal property and fixtures of the Owner nor the personal property or fixtures that is not owned by the Owner but permitted to be placed on the Site.

c. Lessee shall pay for the electricity it consumes in its operations. Lessee shall have the right to submeter electricity and other utilities from the existing utilities on the Property. Lessor agrees to sign such documents or easements as may be required by said utility companies to provide such service after review and approval by appropriate City Staff. Any easement necessary for such power or other utilities will be submitted to Owner for review and approval and at a location acceptable to Lessor and the servicing utility company and shall run with the Term and Renewal Terms of the Agreement.

d. Lessee, Lessee's employees, agents, subcontractors, lenders and invitees shall have access to the Premises, at no charge. Lessor grants to Lessee, and its agents, employees, contractors, guests and invitees, a non-exclusive right and easement for pedestrian and vehicular ingress and egress across that portion of the Property described in Exhibit B.

e. Lessor acknowledges that Lessee has or will enter into certain financial arrangements with certain financial institutions as administrative agent for itself and various other lenders ("the Lenders"), also collectively referred to as ("Mortgagee") and in connection therewith the Lenders will

take a security interest in certain equipment and the products and proceeds thereof (collectively “the Collateral”) to be installed upon the Premises. Lessor acknowledges and represents that the Lessor Consents shall inure to the benefit of Lessee, the Lenders and any replacement or refinancing lenders and their successors and assigns for so long as the Lease Agreement remains in effect.

f. Lessor further acknowledges and represents that Lessee will sublet a portion of the Premises as well as space on the constructed Tower to Future Carriers for placement of antenna and communication equipment upon the Premises and the constructed Tower. In connection therewith, Lessor consents to the placement of Future Carriers’ antenna and communication equipment and acknowledges and represents that the Lessor Consents, as defined herein, shall inure to the benefit of the Future Carriers, their lenders and their successors and assigns.

8. **Interference.** Lessee shall not use the Premises in any way which interferes with the use of the Property by Lessor, or Lessees or licensees of Lessor, with rights to the Property prior in time to Lessee’s (subject to Lessee’s rights under this Agreement, including non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its Lessees, licensees, employees, invitees or agents to use any portion of Lessor’s properties in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon notice from the other, be responsible for terminating said interference. In the event any such interference does not cease within twenty-four (24) hours of receipt of notice, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Agreement immediately upon notice.

9. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Lessee Facilities. Lessor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises.

10. **Hold Harmless.** In consideration of the Premises and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessee hereby agrees for itself, its successors and assigns, to at all times indemnify Lessor, their heirs, executors, successors and assigns, against any and all claims, suits, actions, debts, damages, attorney’s fees and against all liability, losses, and damage of any nature whatever arising from the installation, use, maintenance, repair, or removal of the Lessee facilities, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors. Lessor agrees to defend, indemnify and hold harmless Lessee from any and all claims arising from the use of the Property excluding the Premises by Lessor, Lessor’s agents, assigns and permittees or by third parties.

11. **Condemnation.**

a. If the Premises shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under a threat of condemnation, then the term of this Agreement shall cease and terminate as of the date of title vesting in such proceeding (or sale), and all rentals shall be paid up to that date.

b. In the event of any condemnation, taking, or sale, whether whole or partial, Lessor and Lessee shall be entitled to receive and retain such separate award and portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings, or as may be otherwise agreed. Termination of this Agreement shall not affect the right of the parties to such awards.

12. **Destruction of Premises.** If the Premises shall be damaged or destroyed in whole or in part, by fire, acts of God, war or casualty or any other means so as to make the same unusable for the purposes hereof, the Lessee shall have the option of repairing the Premises ,within 120 days ,or of canceling this Agreement in its entirety as of the date of the damage or destruction of the Premises. There shall be no obligation whatsoever on the Lessor to repair or rebuild the Premises in case of damage or destruction. If the Lessee elects to repair or rebuild the damaged Premises, during the period that the Premises are unusable by the Lessee for purposes hereof, the rent shall be abated until the Premises are restored to a good tenable condition. If the Premises are unusable in part, the rent shall be prorated until the Premises can be restored to a good and tenable condition provided that: (a) If any delay in repair or restoration is caused by the Lessee failing to adjust its own insurance or remove its damaged goods, equipment or other property within a reasonable time, the rent shall not be abated during the period of such delay; or (b) If any damage to the Premises is caused by the negligent or willful acts or omissions of the Lessee, its agents or employees, there shall be no rent abatement. In case of destruction or emergency, as provided in this section, Lessor may contact Branch Communications at 918.949.4551 or Branch Towers VI at 440.528.0333.

13. **Assignments and Subletting.**

a. Lessee may assign, all or any part of its interest in this Agreement or in the Premises with the prior written consent of Lessor subject to the assignee assuming all of Lessee's obligations herein and subject to any financing entity's interest, if any, in this Agreement as set forth in Paragraph 7 above. Lessor may assign this Agreement upon written notice to Lessee, subject to the assignee assuming all of Lessor's obligations herein, including but not limited to, those set forth in Paragraph 7 above. Lessee may, without Lessor's consent, sublet or license all or any portion of the Premises to one or more entities.

b. Notwithstanding anything to the contrary contained in this Agreement, Lessee may assign, mortgage, pledge, hypothecate or otherwise transfer without Lessor's consent Lessee's interest in this Agreement to any financing entity, or agent on behalf of any financing entity (hereafter, collectively referred to as "Mortgagees") to whom Lessee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Lessee shall give written notice to Lessor of any such assignment, mortgage, pledge or transfer of Lessee's interest in this Agreement.

c. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee, except that a cure period for any Mortgagee shall not be less than ten (10) days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Agreement by Lessee pursuant to any laws (including any bankruptcy or insolvency laws) shall occur, or if Lessor shall terminate this Agreement for any reason, Lessor will give to the Mortgagees the right to enter upon the Premises during a thirty (30) day period commencing upon the Mortgagees' receipt of such notice for the purpose of removing Lessee's Facilities. Lessor acknowledges that any Mortgagees shall be third-party beneficiaries of this Agreement.

14. **Warranty of Title and Quiet Enjoyment.** Lessor warrants that: (i) Lessor owns the Property in fee simple and has rights of access thereto and the Property is free and clear of all liens, encumbrances and restrictions other than those of record; (ii) Lessor has full right to make and perform this Agreement; and (iii) Lessor covenants and agrees with Lessee that upon Lessee paying the Rent and observing and performing all the terms, covenants and conditions on Lessee's part to be observed and performed, Lessee may peacefully and quietly enjoy the Premises. Both parties agree that Lessor may subject its interest in the Premises to a mortgage loan, provided that any such lender shall agree to be bound by the terms of this Agreement, and such lender shall not disturb Lessee's use or possession of the Premises

in the event of a foreclosure of such lien and shall not join Lessee as a party defendant in any such foreclosure proceedings, so long as Lessee is not in default under the terms of this Agreement.

15. **Repairs.** Lessee shall keep the Premises in a well maintained condition free of hazards and disrepair. Lessee shall be required to make repairs necessitated by reason of the default or neglect of Lessee. Except as set forth in Paragraph 7 above, upon expiration or termination hereof, within 60 days after termination or expiration of this Agreement, Lessee shall remove its personal property. Lessee releases Lessors from all claims, damages for personal property remaining on a site for greater than 365 days from the expiration or termination of this Agreement.

16. **Notices.** All notices, requests, demands, rent payments and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

Lessor:

The City of Leander, Texas

Attn: City Manager

PO Box 319

Leander, TX 78646

Lessee:

Branch Towers VI, LLC

7335 South Lewis Avenue

Suite 300

Tulsa, OK 74136

17. **Hazardous Materials.** Lessee represents, warrants and covenants to Lessor that Lessee shall at no time during the Term and any Renewal Term of this Agreement use or permit the Premises to be used in violation of any Environmental Regulations. Lessee shall not introduce any Hazardous Materials onto the Premises, except for those contained in its back-up power batteries, propane and such other properly stored, reasonable quantities of common materials used in its telecommunications operations. Lessor represents, warrants and covenants that the Premises and Property have not been used for the generation, storage, treatment or disposal of Hazardous Materials. In addition, Lessor represents, warrants and covenants that no Hazardous Materials or underground storage tanks are located on or near the Premises or Property. During the Term and any Renewal Term, Lessor shall handle, store and dispose of all Hazardous Materials it brings onto the Premises in accordance with all federal, state and local laws and regulations, and shall impose on any lessee, licensee or other party using any portion of the Property the same obligations. If Hazardous Materials are deposited as a result of any act or omission of Lessor, Lessee shall have the right to terminate this Agreement, and Lessor shall indemnify and hold Lessee harmless from any and all claims arising out of such Hazardous Materials or under any Environmental Regulations, which indemnity shall survive the termination of this Agreement. For the purposes of these provisions, "**Hazardous Materials**" means any chemical, pollutant or waste that is presently identified as hazardous, toxic or dangerous under any applicable federal, state or local law or regulations. As used herein, "**Environmental Regulations**" shall mean all laws, statutes, regulations and judicial interpretations of the United States and the State where the Premises are located or either of them which relate to the prevention or elimination of pollution or the protection of the environment.

18. **Defaults and Remedies / Termination.** This Agreement may be terminated on thirty (30) days prior written notice as follows: (i) by either party upon a default of any covenant or term thereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default, provided that the grace period for any monetary default is ten (10) business days from receipt of written notice, and, provided further that any non-monetary default which cannot be cured within such sixty (60) day period shall not be a default hereunder so long as such defaulting party diligently proceeds to cure such default upon receipt of notice thereof; or (ii) by Lessee in the event that Lessee solely determines that

the Lessee's Facilities are no longer suitable for Lessee's intended use and, Lessee shall pay Lessor a termination fee of two (2) months' Rent; or (iii) by Lessor if the Lessor, at its sole discretion, determines that the Facilities, or any activities of the Lessee or sublessees, other than those activities associated with the purpose and use contemplated herein, constitute a danger to the health, safety, and welfare of the public. In the case of any default under this provision by either party, notice of such default shall be given to all sublessees (carriers) of the Lessee.

19. **Confidentiality.** Notwithstanding anything to the contrary contained in this Agreement, Lessor agrees and acknowledges that all the terms of this Agreement and any information furnished to Lessor by Lessee in connection therewith are confidential. Lessor shall not disclose any such terms or information without Lessee's prior written consent, except (i) to Lessor's attorney, accountant, lender and/or a prospective fee simple purchaser of Lessor's Property, provided that such party agrees to adhere to the terms and provisions of this section, or (ii) as otherwise required by law. The terms and provisions of this section shall survive the execution and delivery of this Agreement.

20. **Miscellaneous**

a. This Agreement applies to and binds the heirs, successors, executors, personal representatives, administrators and assigns of the parties to this Agreement.

b. This Agreement is governed by the laws of the State in which the Premises are located.

c. Lessor agrees promptly to execute and deliver to Lessee two recordable Memorandums of this Agreement in the form attached hereto; Lessor acknowledges that any Mortgagees of Lessee, in order to protect such Mortgagees' interests with respect to Lessee's interests in this Agreement and Lessee's Facility, may file or record such documentation as is normal and customary in order to protect the interest of such Mortgagees.

d. If required, Lessor agrees to use its best efforts to obtain a Subordination, Non-disturbance and Attornment Agreement in the form attached.

e. This Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties.

f. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

g. The prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

21. **Insurance and Indemnity.**

Lessee shall, at its sole expense, obtain and maintain statutory worker's compensation insurance and a policy of insurance and cause all Lessee's agents, invitees, licensees, clients, subtenants, and guests obtain

and maintain and provide Lessor with proof of insurance evidencing the following coverage:

(a) A comprehensive commercial general public liability policy (or rider or any current policy) with a minimum liability of Two Million Dollars (\$2,000,000) per personal injury or death or per claim for any property damage and Two Million Dollars (\$2,000,000) for personal injury or death of two or more persons in any one occurrence. Such insurance shall be endorsed to name Lessor as an additional insured. Lessee's responsibility to Owner under this Agreement is not limited to the amount of such insurance coverage.

(b) An umbrella policy with a minimum liability of Twenty-Five Million Dollars (\$25,000,000) for property damage and personal injury or death of two or more persons in any one occurrence. Such insurance shall be endorsed to name Lessor as an additional insured.

(c) Owned (if applicable), hired and non-owned auto liability insurance with minimum limits of One Million (\$1,000,000) per occurrence combined single limit bodily injury and property damage per occurrence.

Lessee shall defend, with counsel reasonably acceptable to Lessor, indemnify, and hold harmless Lessor and Lessor's employees, and agents from all losses, costs, claims, causes of actions, demands and liabilities arising from (a) any action or inaction by Lessee, Lessee's employee's agents, invitees, or assigns, (b) all claims involving hazardous materials that are brought onto any Site by Lessee, and (c) any action or inaction by Lessee during the performance of this Agreement. The indemnification provided hereunder shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Lessee nor comparative negligence statutes. This section shall survive the termination of this Agreement.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed by the parties.

LESSOR:

By: _____

Name: _____

Title: _____

Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20__, before me the undersigned Notary Public, personally appeared _____, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

Notary Public in And for the State of Texas

Commission expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LESSEE: BRANCH TOWERS VI, LLC
A Delaware limited liability company

By: _____
Curtis R. Branch, President and CEO

Date: _____

LESSEE ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF TULSA

On this ____ day of _____, 20__, before me the undersigned Notary Public, personally appeared Curtis R. Branch, President/CEO, Branch Towers VI, LLC, a Delaware limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

Notary Public in
and for the State of Oklahoma

Commission expires:

EXHIBIT A

LESSOR'S PROPERTY

The land located in the County of Williamson, State of Texas is described and/or depicted as follows (metes and bounds description):

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARL DESCRIBED AS BEING AORTION OF THAT CERTAIN 32.750 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HOWARD BARKLEY WEDEMEYER, REORDED IN DOCUMENT NUMBER 2008017931, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), ALSO BEING OUT OF A 0.624 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2008071853, (O.P.R.W.C.TX.), SAID TRACT BEING 4.000 ACRE OF LAND, MORE FULL DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½" iron rod found, for the northwestern corner of said 0.624 acre tract, also being the southwestern corner of a 0.184 acre tract described in Doc. No. 2008071853, (O.P.R.W.C.TX.), and also being a point in the eastern right-of-way of Kaufmann Loop (Doc. No. 2007038407, O.P.R.W.C.TX.), for the **POINT OF BEGINNING** of the herein described tract of land,

THENCE, with the common boundary line of said 0.624 acre tract and said 0.184 acre tract, N69°45'29"E, a distance of 327.08 feet to a calculated point, for the northernmost corner of the herein described tract, from which a ½" iron rod found for the northeastern corner of said 0.624 acre tract, also being the southeast corner of a 0.436 acre tract, described in Doc. No. 2008071853 (O.P.R.W.C.TX.), bears N69°45'29"E, a distance of 1069.78 feet,

THENCE, crossing said 0.624 acre tract and said 32.750 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1. S36°17'18"E, a distance of 418.95 feet to a calculated point, for the easternmost corner of the herein described tract, and
2. S40°10'53"W, a distance of 332.84 feet to a calculated point, at a point of curvature to the right, also being a point in the eastern right-of-way of said Kaufmann Loop, for the southernmost corner of the herein described tract,

THENCE, with common boundary line of said 32.750 acre tract, and eastern right-of-way line of said Kaufmann Loop, the following two (2) courses and distances, numbered 1 and 2,

1. With said curve to the right, having a radius of 1250.00 feet, an arc length of 573.02 feet, and whose chord bears N35°50'23"W, a distance of 568.02 feet to a calculated point, and
2. N22°13'11"W, a distance of 19.83 feet to the **POINT OF BEGINNING** and containing 4.00 acres of land.

EXHIBIT B

LEASED PREMISES

Lessee shall have the right to replace this description with a description obtained from a survey conducted by Lessee and attached hereto and made a part hereof.

Branch Towers VI LLC Lease Parcel

A certain 0.129 of an Acre Tract of land out of a called 4.00 Acre Tract, being out of the Aaron V. Thomason Survey, being the same land conveyed to The City of Leander, Texas as recorded in Instrument 2016-068767, Official Public Records Williamson County Texas, being more particularly described by metes and bounds as follows;

Commencing at a found 1/2 inch rebar at the Southwest corner of a called 7.818 Acre Tract, being Lot 10 Block C, Gateway 29 Subdivision as recorded in Doc# 2024037171, Official Public Records Williamson County Texas, also being the Northwest corner of said called 4.00 Acre Tract; said 1/2 inch rebar being on the Eastern Right of Way of Kauffman Loop Doc# 2007038407 (O.P.R.W.C.T.);

Thence with common boundary line of said 4.00 Acre Tract, and Eastern Right of Way line of said Kauffman Loop, South 22°10'49" East, a distance of 19.83 feet to a Computed corner;

Thence with common boundary line of said 4.00 Acre Tract, and Eastern Right of Way line of said Kauffman Loop, and along a curve to the Left, having a radius of 1250.00 feet, an Arc Length of 178.09 feet and a Chord which bears South 26°47'58" East, a distance of 178.09 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence leaving said Eastern Right of Way and across said called 4.00 Acre Tract the 5 following calls;
Thence North 69°38'20" East, a distance of 282.26 feet to a set 1/2 inch rebar with id cap KEEN 6588 at the Point of Beginning;

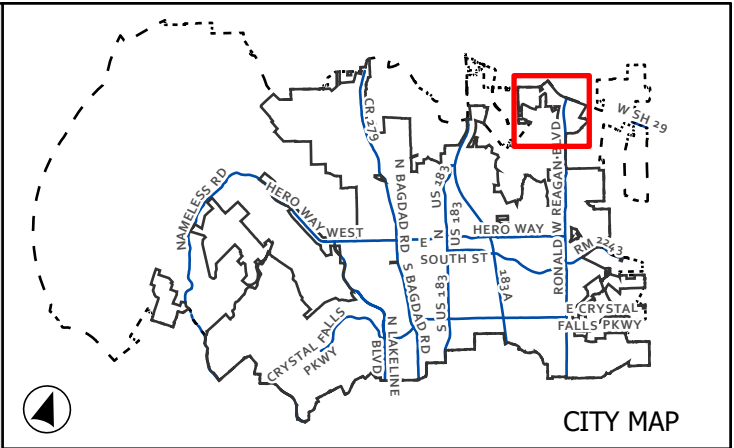
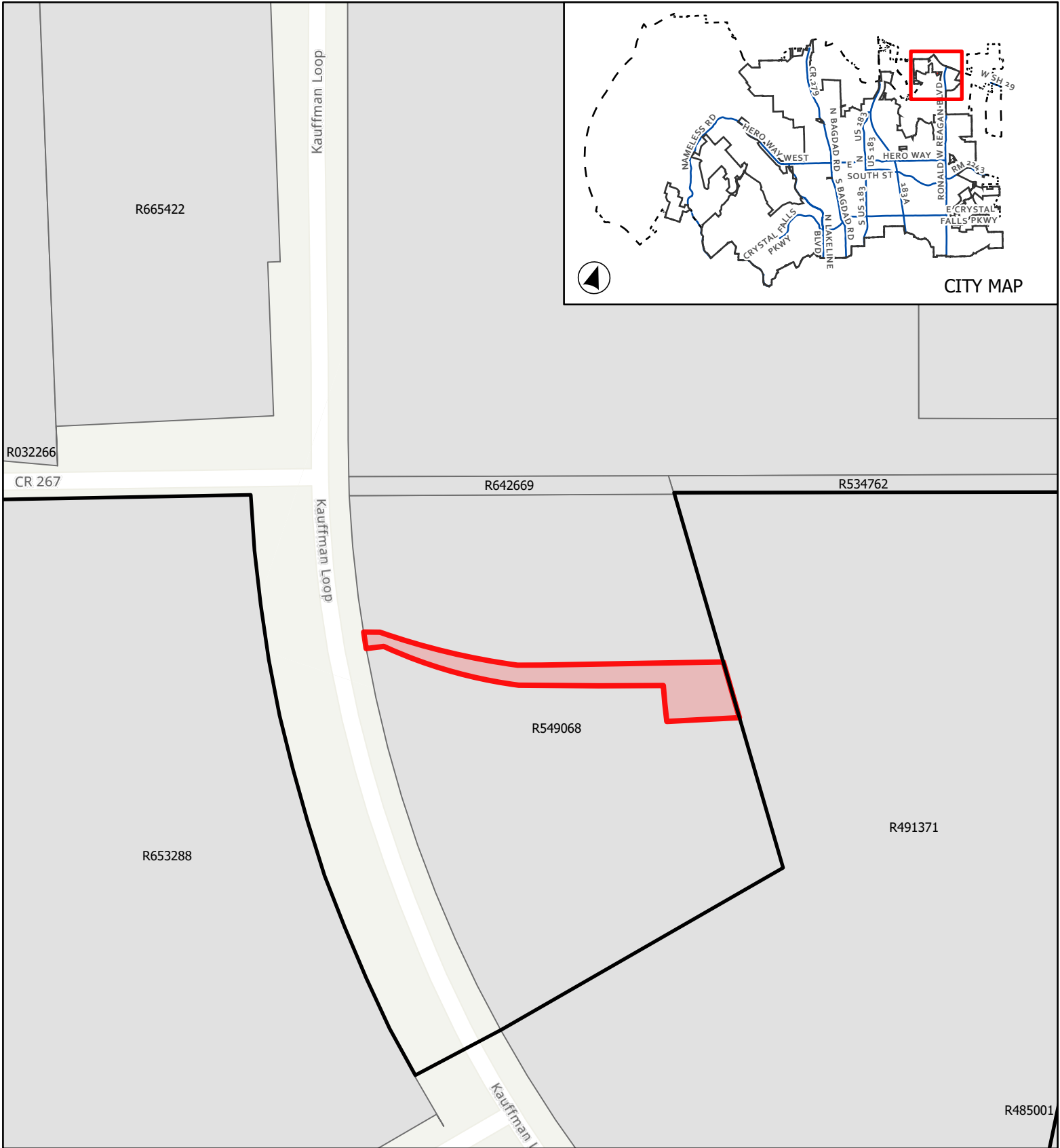
Thence North 69°38'20" East, a distance of 75.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence South 20°21'40" East, a distance of 75.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence South 69°38'20" West, a distance of 75.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence North 20°21'40" West, a distance of 75.00 feet to the Point of Beginning, containing 5,625 Square Feet or 0.129 of an Acre.

EXHIBIT C
LOCATION MAP

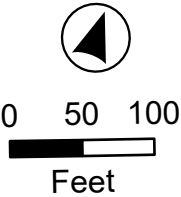


ATTACHMENT 2

BRANCH COMMUNICATIONS

Location Map

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



City Limits
ETJ

Subject Boundary

EXHIBIT D

MEMORANDUM OF AGREEMENT

Prepared By and Return To:

Branch Towers VI, LLC
Attn: Lease Administration
7335 South Lewis Avenue Suite 300
Tulsa, OK 74136
(918) 949-4551

This Memorandum of Agreement is made effective as of the latter signature date hereof, by and between, City of Leander, a political subdivision of the State of Texas (hereinafter referred to as "Lessor") and Branch Towers VI, LLC, a Delaware limited liability company, with offices at 7335 South Lewis Avenue, Suite 300, Tulsa, OK 74136, (hereinafter referred to as "Lessee").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Agreement. To the extent that notice of such Agreement has been previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Lease.** Lessor is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "***Property***"). Lessor and Lessee entered into that certain Option Site Ground Lease Agreement dated _____ (as the same may have been amended from time to time, collectively, the "lease"), for the purpose of installing, operating and maintaining a radio communications facility and other improvements pursuant to which the Lessee leases a portion of the Property and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Property so affected, collectively, the "***Premises***"), which Leased Premises is described on **Exhibit B.**

2. **Term.** The initial lease term will be five (5) years ("**Initial Term**") commencing on the effective date of written notification by Lessee to Lessor of Lessee's exercise of the Option ("**Term Commencement Date**"), with nine (9) successive five (5) year options to renew. Lessee shall record a Memorandum of Lease Commencement in the official public records of the county in which the Leased Premises is located.

3. **Leased Premises Description.** Lessee shall have the right, exercisable by Lessee at any time during the original or renewal terms of the Lease, to cause a survey of the Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Premises set forth on Exhibit B with a legal description or legal descriptions based upon such survey. Upon Lessee's request, Lessor shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed by the parties.

LESSOR:

By: _____

Name: _____

Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On this ____ day of _____, 20__, before me the undersigned Notary Public, personally appeared _____, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

(SEAL)

Notary Public in And for the State of

Commission expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LESSEE: BRANCH TOWERS VI, LLC
A Delaware limited liability company

BY: _____
Curtis R. Branch, President and CEO

Date: _____

LESSEE ACKNOWLEDGMENT

STATE OF

OKLAHOMA)

COUNTY OF

TULSA)

On this ____ day of _____, 20__, before me the undersigned Notary Public, personally appeared Curtis R. Branch, President/CEO, Branch Towers VI, LLC, a Delaware limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

Given under my hand and seal the day and year first written above.

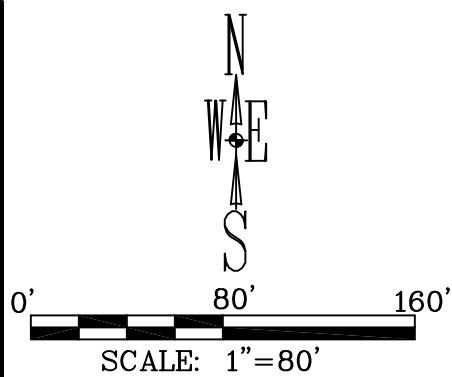
(SEAL)

Notary Public in
and for the State of

Oklahoma Commission

expires:

SITE NAME: KAUFFMAN LOOP
SITE NUMBER: TX-0299



ZEKELMAN PROPERTY LEANDER 53 LLC
PARCEL R661387
CITY OF LEANDER
INSTRUMENT 2016-068767
O.P.R.W.C.T.
PARCEL R642669

BASIS OF BEARINGS
STATE PLANE COORDINATES
TEXAS CENTRAL ZONE
NAD 83 (2011)
OPUS
LAT: N.30°38'01.026"
LON: W.97°49'58.263"
CONVERGENCE ANGLE:
N 01°40'45" W
DISTANCES ARE GRID

(N 69°45'29" E 327.08')
(N 69°49'37" E 327.12')

BASIS OF ELEVATIONS
OPUS
N 22°10'49" W 19.83'
S 22°10'49" E 19.83'

KAUFFMAN LOOP
100' RIGHT OF WAY

8' ROCK WALL

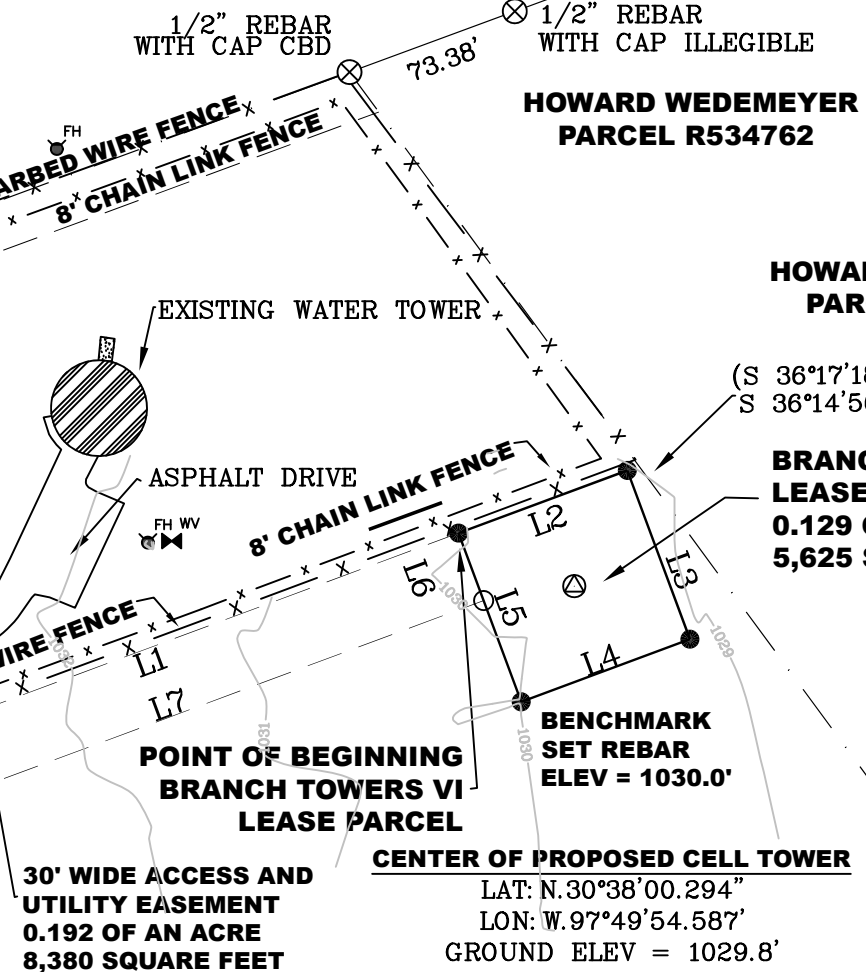
SITE ADDRESS
209 KAUFFMAN LOOP
GEORGETOWN, TX 78628

POINT OF BEGINNING
30' WIDE ACCESS AND
UTILITY EASEMENT

FLOOD INFORMATION
THIS PROPERTY IS LOCATED
IN ZONE X AND IS NOT
LOCATED IN THE 100 YEAR
FLOOD PLAIN. ACCORDING TO
FEMA FLOOD INSURANCE
RATE MAPS 48491C0275E,
DATED 09/26/08

I, Brian Keen, hereby certify that on September 4, 2025, that a survey was made under my supervision of the property described above and that the above plat is a true and correct representation of said survey. I also certify that this plat meets the Texas Minimum Standards for the practice of Land Surveying.

RADIUS = 1250.00'(1250.00')
ARC = 572.55' (573.02')
CHORD = N 35°50'11" W 567.56'



NOT TO SCALE
(N 69°45'29" E 1069.78')
(N 69°47'51" E 1068.52')
995.14'
NOT TO SCALE
1/2" REBAR

HOWARD WEDEMEYER
PARCEL R534762

HOWARD WEDEMEYER
PARCEL R491371

BRANCH TOWERS VI, LLC
LEASE PARCEL
0.129 OF AN ACRE
5,625 SQUARE FEET

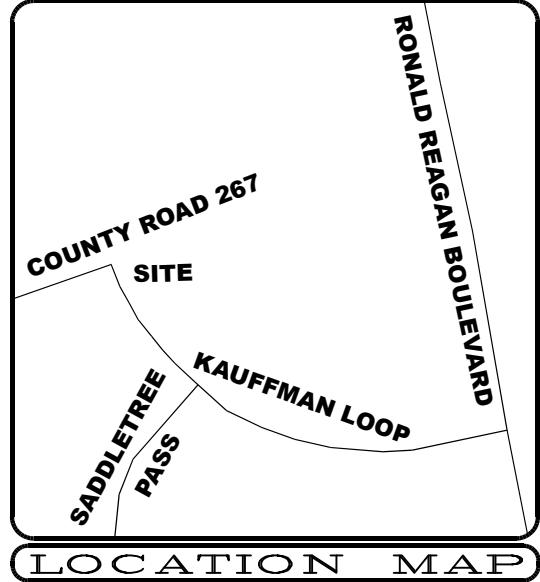
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1250.00'	178.24'	S 26°47'58" E	178.09'
C2	1250.00'	30.59'	N 31°35'07" W	30.59'
C3	1250.00'	363.72'	S 40°37'20" E	362.44'

LINE	BEARING	DISTANCE
L1	N 69°38'20" E	282.26'
L2	N 69°38'20" E	75.00'
L3	S 20°21'40" E	75.00'
L4	S 69°38'20" W	75.00'
L5	N 20°21'40" W	75.00'
L6	S 20°21'40" E	30.00'
L7	S 69°38'20" W	276.31'

LEGEND

- LEASE LINE —————
- SURVEY TIE LINES ————
- EASEMENT LINE - - - - -
- UNDERGROUND ELECTRIC —UE—UE—UE—UE—
- FENCE — x — x — x — x — x — x —
- 8' ROCK WALL —————
- WATER LINE — w — w — w — w — w —
- SET 1/2" REBAR WITH CAP ●
- COMPUTED CORNER ○
- FOUND AS NOTED ⊗
- SET 1/2" REBAR ⊕
- WATER METER (W)
- WATER VALVE (WV)
- FIRE HYDRANT (FH)
- TELEPHONE PEDESTAL (T)
- ELECTRIC PULL BOX (E)

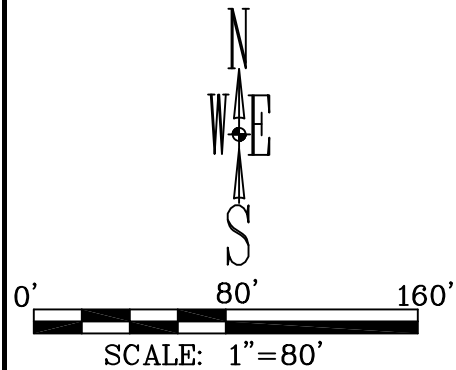
(Carlson, Brigrance & Doering, Inc. Bearing and Distances)
O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS



MAP PREPARED FOR:
BRANCH TOWERS VI, LLC
COA #10194183
PAGE 1 OF 2

KEEN SURVEYING, LLC
203 SOUTH MAIN STREET P.O. BOX 243
SALEM, ARKANSAS 72576
TEL (870) 896-3800 FAX (870) 896-3814
EMAIL: BRIAN@KEENSURVEYING.COM
WWW.KEENSURVEYING.COM

DATE: 9/8/2025
SCALE: 1" = 80'
DRAWN BY: B. KEEN
CHECKED BY: B. KEEN
JOB #1354.339



Parent Parcel

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING AORTION OF THAT CERTAIN 32.750 ACRE TRACT OF LAND DESCRIBED IN A DEED TO HOWARD BARKLEY WEDEMEYER, RECORDED IN DOCUMENT NUMBER 2008017931, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), ALSO BEING OUT OF A 0.624 ACRE TRACT OF LAND DESCRIBED IN DOCUMENT NUMBER 2008071853, (O.P.R.W.C.TX.), SAID TRACT BEING 4.000 ACRE OF LAND, MORE FULL DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a ½” iron rod found, for the northwestern corner of said 0.624 acre tract, also being the southwestern corner of a 0.184 acre tract described in Doc. No. 2008071853, (O.P.R.W.C.TX.), and also being a point in the eastern right-of-way of Kaufmann Loop (Doc. No. 2007038407, O.P.R.W.C.TX.), for the POINT OF BEGINNING of the herein described tract of land,

THENCE, with the common boundary line of said 0.624 acre tract and said 0.184 acre tract, N69°45'29"E, a distance of 327.08 feet to a calculated point, for the northernmost corner of the herein described tract, from which a ½” iron rod found for the northeastern corner of said 0.624 acre tract, also being the southeast corner of a 0.436 acre tract, described in Doc. No. 2008071853 (O.P.R.W.C.TX.), bears N69°45'29"E, a distance of 1069.78 feet,

THENCE, crossing said 0.624 acre tract and said 32.750 acre tract, the following two (2) courses and distances, numbered 1 and 2,

1. S36°17'18"E, a distance of 418.95 feet to a calculated point, for the easternmost corner of the herein described tract, and
2. S40°10'53"W, a distance of 332.84 feet to a calculated point, at a point of curvature to the right, also being a point in the eastern right-of-way of said Kaufmann Loop, for the southernmost corner of the herein described tract,

THENCE, with common boundary line of said 32.750 acre tract, and eastern right-of-way line of said Kaufmann Loop, the following two (2) courses and distances, numbered 1 and 2,

1. With said curve to the right, having a radius of 1250.00 feet, an arc length of 573.02 feet, and whose chord bears N35°50'23"W, a distance of 568.02 feet to a calculated point, and
2. N22°13'11"W, a distance of 19.83 feet to the POINT OF BEGINNING and containing 4.00 acres of land.

SITE NAME: KAUFFMAN LOOP
SITE NUMBER: TX-0299

Branch Towers VI LLC Lease Parcel

A certain 0.129 of an Acre Tract of land out of a called 4.00 Acre Tract, being out of the Aaron V. Thomason Survey, being the same land conveyed to The City of Leander, Texas as recorded in Instrument 2016-068767, Official Public Records Williamson County Texas, being more particularly described by metes and bounds as follows;

Commencing at a found 1/2 inch rebar at the Southwest corner of a called 7.818 Acre Tract, being Lot 10 Block C, Gateway 29 Subdivision as recorded in Doc# 2024037171, Official Public Records Williamson County Texas, also being the Northwest corner of said called 4.00 Acre Tract; said 1/2 inch rebar being on the Eastern Right of Way of Kauffman Loop Doc# 2007038407 (O.P.R.W.C.T.); Thence with common boun dary line of said 4.00 Acre Tract, and Eastern Right of Way line of said Kauffman Loop, South 22°10'49" East, a distance of 19.83 feet to a Computed corner;

Thence with common boundary line of said 4.00 Acre Tract, and Eastern Right of Way line of said Kauffman Loop, and along a curve to the Left, having a radius of 1250.00 feet, an Arc Length of 178.09 feet and a Chord which bears South 26°47'58" East, a distance of 178.09 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence leaving said Eastern Right of Way and across said called 4.00 Acre Tract the 5 following calls;

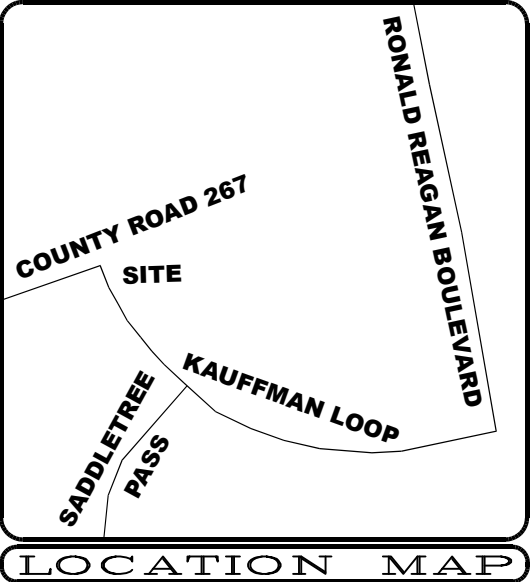
Thence North 69°38'20" East, a distance of 282.26 feet to a set 1/2 inch rebar with id cap KEEN 6588 at the Point of Beginning;

Thence North 69°38'20" East, a distance of 75.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence South 20°21'40" East, a distance of 75.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence South 69°38'20" West, a distance of 75.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence North 20°21'40" West, a distance of 75.00 feet to the Point of Beginning, containing 5,625 Square Feet or 0.129 of an Acre.



30 Foot Wide Access and Utility Easement

A certain 0.192 of an Acre Tract of Land out of a called 4.00 Acre Tract, being out of the Aaron V. Thomason Survey, being the same land conveyed to The City of Leander, Texas as recorded in Instrument 2016-068767, Official Public Records Williamson County Texas, being more particularly described by metes and bounds as follows;

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Thence with common boundary line of said 4.00 Acre Tract, and Eastern Right of Way line of said Kauffman Loop, South 22°10'49" East, a distance of 19.83 feet to a Computed corner;

Thence with common boundary line of said 4.00 Acre Tract, and Eastern Right of Way line of said Kauffman Loop, and along a curve to the Left, having a radius of 1250.00 feet, an Arc Length of 178.09 feet and a Chord which bears South 26°47'58" East, a distance of 178.09 feet to a set 1/2 inch rebar with id cap KEEN 6588 at the Point of Beginning;

Thence leaving said Eastern Right of Way and across said called 4.00 Acre Tract the 3 following calls;

Thence North 69°38'20" East, a distance of 282.26 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence North 20°21'40" East, a distance of 30.00 feet to a computed corner;

Thence South69°38'20" West, a distance of 276.31 feet to a set 1/2 inch rebar with id cap KEEN 6588 on the Easterly Right of Way line of Kauffman Loop;

Thence along said Right of Way line and along a curve to the Right, having a radius of 1250.00 feet, an Arc Length of 30.59 feet and a Chord which bears North 31°35'07" West, a distance of 30.59 feet to the Point of Beginning, containing 8,380 Square Feet or 0.192 of an Acre.

MAP PREPARED FOR:
BRANCH TOWERS VI, LLC
COA #10194183
PAGE 2 OF 2

KEEN SURVEYING, LLC
203 SOUTH MAIN STREET P.O. BOX 243
SALEM, ARKANSAS 72576
TEL (870) 886-9600 FAX (870) 886-9614
EMAIL: BRIAN@KEENSURVEYING.COM
WWW.KEENSURVEYING.COM

DATE: 9/8/2025
SCALE: 1" = 80'
DRAWN BY: B.KEVER
CHECKED BY: B.KEEN
JOB #1354.339



1-A Certification

For: Branch Towers VI, LLC
Site Name: Kauffman Loop
Site Number: TX-0299

NAD 83

Latitude: N. 30° 38' 00.294"

Longitude: W. 97° 49' 54.587"

NAVD 88

Ground Elevation: 1029.8 feet

This is to certify that the above information is accurate within:

20'± horizontal

3'± vertical



Registered Professional Land Surveyor

Brian Keen

Registration #6588

State of Registration: Texas

Date: September 8, 2025



Parent Parcel

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Brian Keen, RPLS 6588

COA #10194183

Date: 9/8/25

Keen Surveying, LLC • 203 South Main Street P.O. Box 234 • Salem, AR 72576
office 870-895-3600 • fax 870-895-3614 • keensurveying.com



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Acceptance of the Quarterly Investment Report for the period ending June 30, 2025.

BACKGROUND:

Under the Public Funds Investment Act (PFIA), the City is required to maintain a City Council approved Investment Policy that is reviewed annually and is in compliance with the Act. Quarterly Investment Reports are presented to the governing body to disclose the book and market values of the investments at the period end, and to demonstrate compliance with the Council-approved Investment Policy.

The period covered in this report is April 1, 2025, through June 30, 2025.

As of June 30, 2025, the City's investment portfolio totaled \$326,861,001.05. Interest earnings for the quarter were \$3,536,202.78, and the fiscal year-to-date interest earnings totaled \$10,256,404.28. The average yield to maturity on the investment fund was 4.33% and the weighted average maturity was 122 days.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Approval and acceptance of the Quarterly Investment Report for the period ending June 30, 2025.

PRESENTER:

Otis Williams, Chief Financial Officer
Jodi Levie, Deputy Chief Financial Officer

Fiscal Impact

Attachments:

1. Quarterly Investment Report 06-30-2025

CITY OF LEANDER

Quarterly Investment Report

AS OF JUNE 30, 2025



M E E D E R

PUBLIC FUNDS

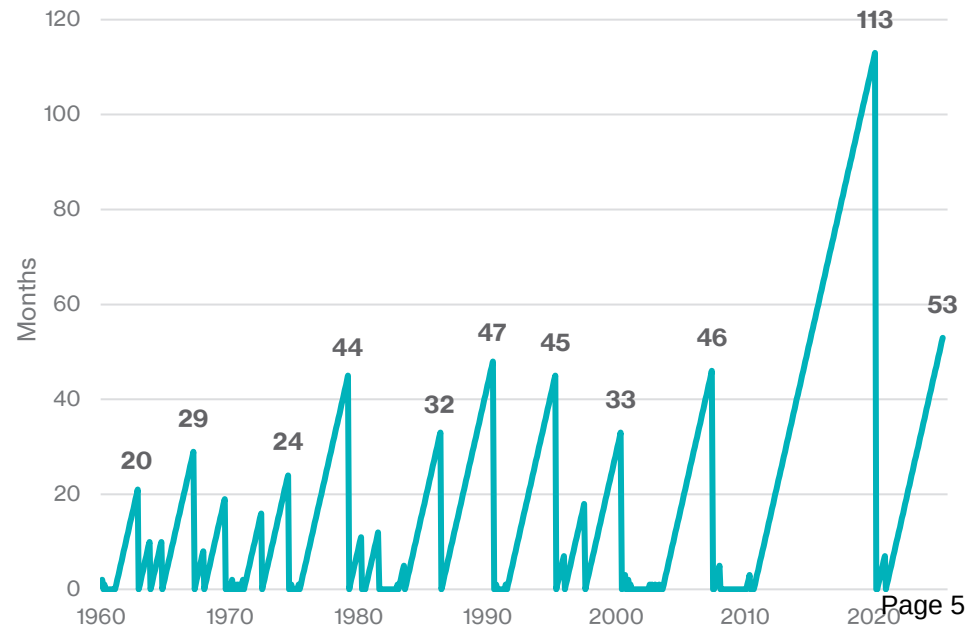


OBSERVATIONS AND EXPECTATIONS

- Fed's Powell stated the labor market is still solid but slowing somewhat
- Trade/tariff tensions continue to weigh on business investment and sentiment
- The Fed held rates steady at the June FOMC meeting, projecting two cuts later in 2025
- GDP is expected to rebound in Q2 from the tariff-induced decline of -0.5% in Q1
- The Fed's favored inflation metric – Core PCE – ticked higher in May
- Interest rates across the yield curve were lower in the month of June

- May 2025 marks the 53rd consecutive month of job growth, the second-best streak since the 1960s.
- With this consistent job growth, average wages have been outpacing inflation (CPI) for the past two years.
- The Federal Reserve and other economists expect unemployment to increase by the end of 2025.

Number of Months for Consecutive Job Growth



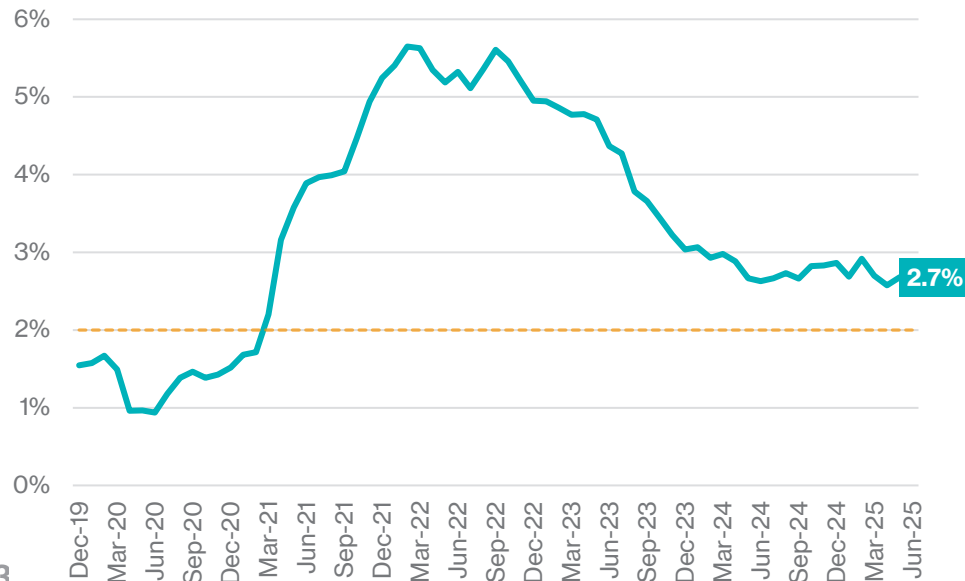
- The Fed Funds futures market continually prices where market participants expect the Fed Funds rate to be heading.
- At the end of June, the futures market was showing about two and a half 0.25% Fed cuts by the end of 2025, with the rate ending the year at approximately 3.7%, from its current 4.3%.

SOURCES: BLOOMBERG, CME

History of Dec 2025 Expected Fed Funds Rate



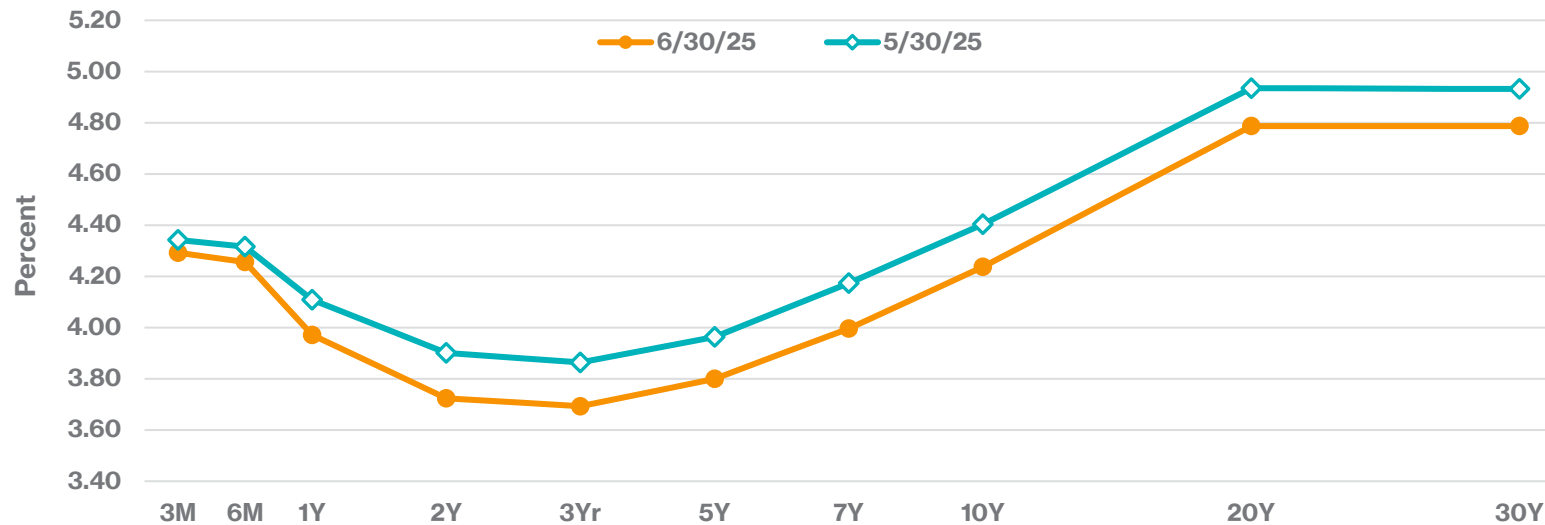
Core PCE YoY



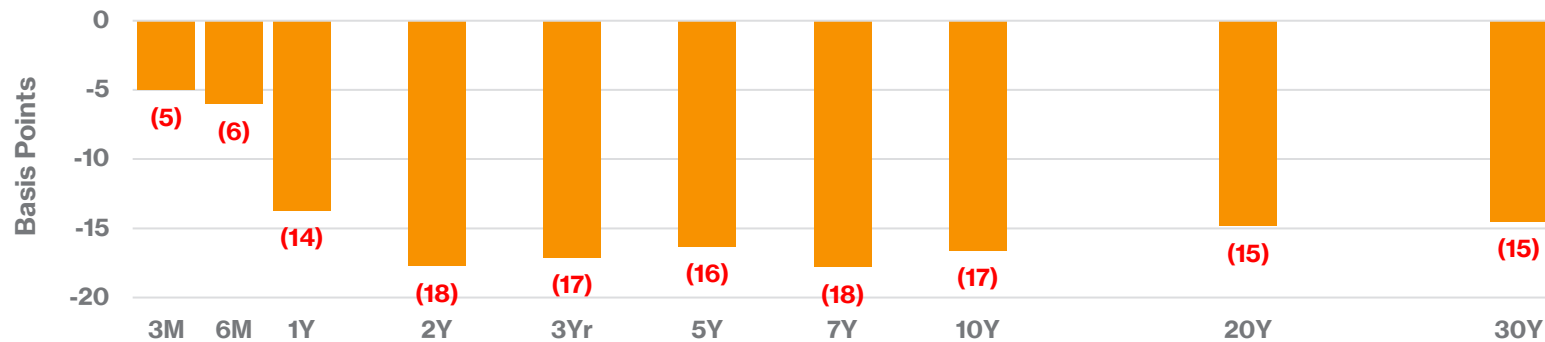
- Core Personal Consumption Expenditure YoY is the Fed's preferred inflation gauge.
- Core excludes food and energy components, which generally make the series less volatile.
- Core PCE YoY is currently at 2.7%, not yet at the Fed's 2% target, and moved higher last month.
- The Federal Reserve expects inflation to move higher later this year.

SOURCE: BLOOMBERG, BUREAU OF ECONOMIC ANALYSIS

U.S. Treasury Yield Curve Change



Basis Point Change





Compliance Certification

The undersigned acknowledge they have reviewed this quarterly investment report for the period ending June 30, 2025. Officials designated as investment officers by this entity's Investment Policy attest that all investments comply with the Texas Public Funds Investment Act and this entity's Investment Policy.

Otis Williams, Chief Financial Officer

Jodi Levie, Deputy Chief Financial Officer

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Portfolio Statistics

4.33

Weighted Average Yield to Maturity

0.33

Weighted Average Maturity (Years)

0.31

Portfolio Effective Duration (Years)

0.33

Weighted Average Life (Years)

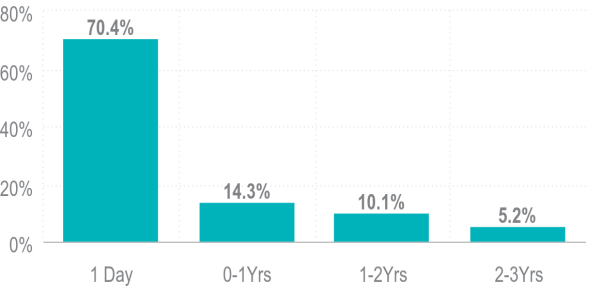
AAA

Average Credit Rating

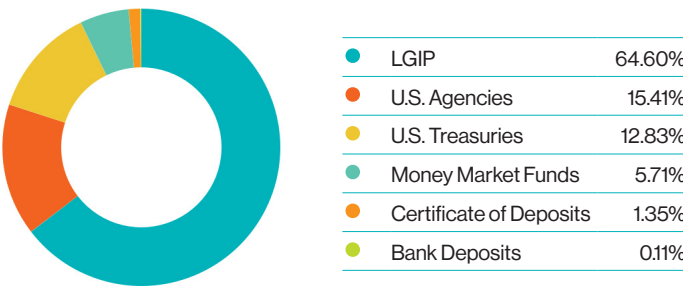
Portfolio Position

Par Value	\$327,349,739
Principal Cost	\$326,590,755
Book Value	\$326,861,001
Market Value	\$327,253,732
Unrealized Gain/Loss	\$392,731
Accrued Interest	\$1,098,428

Maturity Distribution



Sector Allocation



Quarterly Portfolio Summary

This quarterly report is prepared in compliance with the Investment Policy and the Strategy of this entity and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

Portfolio as of March 31, 2025

BEGINNING BOOK VALUE	\$325,351,233.85
BEGINNING MARKET VALUE	\$325,693,175.55
UNREALIZED GAIN/(LOSS)	\$341,941.70
WEIGHTED AVERAGE MATURITY (YEARS)	0.26
WEIGHTED AVERAGE YIELD	4.42

Portfolio as of June 30, 2025

ENDING BOOK VALUE	\$326,861,001.05
ENDING MARKET VALUE	\$327,253,731.81
INVESTMENT INCOME FOR THE PERIOD	\$3,536,202.78
UNREALIZED GAIN/(LOSS)	\$392,730.76
CHANGE IN UNREALIZED GAIN/(LOSS)	\$50,789.06
WEIGHTED AVERAGE MATURITY (YEARS)	0.33
WEIGHTED AVERAGE YIELD	4.33

Quarterly Portfolio Summary By Fund

PORTFOLIO MARKET VALUE BY FUND	03/31/2025	06/30/2025	CHANGE	INTEREST EARNED
2022B FUND	10,012,000.00	10,002,400.00	-9,600.00	121,125.00
ARPA 2021	5,886,520.17	5,950,049.66	63,529.49	63,529.49
CERTS OF OBLIGATION 2016	605,310.05	567,450.98	-37,859.07	6,266.55
CERTS OF OBLIGATION 2018A	3,097,168.75	3,071,824.49	-25,344.26	33,104.74
CERTS OF OBLIGATION 2018B	41,575.41	37,474.32	-4,101.09	411.91
CERTS OF OBLIGATION 2022A	13,733,656.74	13,225,774.34	-507,882.40	147,664.57
CERTS OF OBLIGATION 2022B	8,005,674.08	5,021,582.08	-2,984,092.00	77,991.48
CO 2024A	10,318,126.44	10,402,973.62	84,847.18	111,251.91
CO 2024B	20,779,462.29	22,810,604.09	2,031,141.80	240,414.36
DEBT SERVICE	30,157,927.03	30,801,563.77	643,636.74	327,590.39
GENERAL CONSOLIDATED	213,002,863.88	215,370,539.49	2,367,675.61	2,298,949.58
GO 2018-PARKS	290,596.90	293,725.29	3,128.39	3,128.39
GO 2018-REC CENTER	2,045,976.35	2,068,002.12	22,025.77	22,025.77
GO 2018-SENIOR CENTER	649,548.47	965,266.96	315,718.49	10,522.75
GO 2018-TRANSPORTATION	2,588,033.99	2,131,424.92	-456,609.07	27,460.58
PID CRYSTAL SPRINGS	1,075,624.33	1,087,731.51	12,107.18	10,796.83
PID DEERBROOKE NIA	925,674.46	934,981.35	9,306.89	9,167.00
PID DEERBROOKE SIA	1,709,993.35	1,734,158.03	24,164.68	17,196.25
PID OAK CREEK	767,442.86	776,204.79	8,761.93	7,605.23
TOTAL	325,693,175.55	327,253,731.81	1,560,556.26	3,536,202.78

Portfolio Overview

SECURITY TYPE	PAR VALUE	MARKET VALUE	BOOK VALUE	% OF PORTFOLIO	DAYS TO MATURITY	YIELD
Bank Deposits	362,467.02	362,467.02	362,467.02	0.11%	1	0.00
LGIP	211,401,666.71	211,401,666.71	211,401,666.71	64.60%	1	4.35
Money Market Funds	18,670,926.19	18,670,926.19	18,670,926.19	5.71%	1	4.03
U.S. Treasuries	42,000,000.00	41,978,203.23	41,775,091.90	12.83%	639	4.19
U.S. Agencies	50,500,000.00	50,425,790.00	50,236,170.57	15.41%	254	4.50
Certificate of Deposits	4,414,678.66	4,414,678.66	4,414,678.66	1.35%	35	4.76
TOTAL	327,349,738.58	327,253,731.81	326,861,001.05	100.00%	122	4.33
CASH AND ACCRUED INTEREST						
Purchased Accrued Interest		107,716.81	107,716.81			
TOTAL CASH AND INVESTMENTS	327,349,738.58	327,361,448.62	326,968,717.86		122	4.33
TOTAL EARNINGS						
	CURRENT QUARTER					
	3,536,202.78					

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
2022B FUND						
U.S. Agencies	1	10,000,000.00	9,999,269.23	3.11	4.85	29
TOTAL	1	10,000,000.00	9,999,269.23	3.06	4.85	29
ARPA 2021						
LGIP	1	5,950,049.66	5,950,049.66	1.81	4.35	1
TOTAL	1	5,950,049.66	5,950,049.66	1.82	4.35	1
CERTS OF OBLIGATION 2016						
LGIP	1	567,450.98	567,450.98	0.17	4.33	1
TOTAL	1	567,450.98	567,450.98	0.17	4.33	1
CERTS OF OBLIGATION 2018A						
LGIP	1	3,071,824.49	3,071,824.49	0.94	4.33	1
TOTAL	1	3,071,824.49	3,071,824.49	0.94	4.33	1
CERTS OF OBLIGATION 2018B						
LGIP	1	37,474.32	37,474.32	0.01	4.33	1
TOTAL	1	37,474.32	37,474.32	0.01	4.33	1
CERTS OF OBLIGATION 2022A						
LGIP	1	13,225,774.34	13,225,774.34	4.03	4.35	1
TOTAL	1	13,225,774.34	13,225,774.34	4.04	4.35	1
CERTS OF OBLIGATION 2022B						
LGIP	1	5,021,582.08	5,021,582.08	1.53	4.33	1
TOTAL	1	5,021,582.08	5,021,582.08	1.53	4.33	1
CO 2024A						

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
LGIP	1	10,402,973.62	10,402,973.62	3.17	4.35	1
TOTAL	1	10,402,973.62	10,402,973.62	3.18	4.35	1

CO 2024B						
LGIP	1	17,808,650.94	17,808,650.94	5.42	4.35	1
U.S. Treasuries	1	5,000,000.00	5,001,205.99	1.53	4.43	138
TOTAL	2	22,808,650.94	22,809,856.93	6.97	4.37	31

DEBT SERVICE						
LGIP	1	30,801,563.77	30,801,563.77	9.38	4.35	1
TOTAL	1	30,801,563.77	30,801,563.77	9.41	4.35	1

GENERAL CONSOLIDATED						
Bank Deposits	2	362,467.02	362,467.02	0.11	0.00	1
LGIP	2	118,806,393.91	118,806,393.91	36.18	4.35	1
Money Market Funds	3	14,387,359.82	14,387,359.82	4.38	4.14	1
U.S. Treasuries	7	37,000,000.00	36,773,885.91	11.40	4.16	705
U.S. Agencies	7	40,500,000.00	40,236,901.34	12.43	4.41	310
Certificate of Deposits	11	4,414,678.66	4,414,678.66	1.35	4.76	35
TOTAL	32	215,470,899.41	214,981,686.67	65.81	4.32	181

GO 2018-PARKS						
LGIP	1	293,725.29	293,725.29	0.09	4.33	1
TOTAL	1	293,725.29	293,725.29	0.09	4.33	1

GO 2018-REC CENTER						
LGIP	1	2,068,002.12	2,068,002.12	0.63	4.33	1
TOTAL	1	2,068,002.12	2,068,002.12	0.63	4.33	1



Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
GO 2018-SENIOR CENTER						
LGIP	1	965,266.96	965,266.96	0.29	4.33	1
TOTAL	1	965,266.96	965,266.96	0.29	4.33	1
GO 2018-TRANSPORTATION						
LGIP	1	2,131,424.92	2,131,424.92	0.65	4.33	1
TOTAL	1	2,131,424.92	2,131,424.92	0.65	4.33	1
PID CRYSTAL SPRINGS						
Money Market Funds	1	1,087,731.51	1,087,731.51	0.33	3.57	1
TOTAL	1	1,087,731.51	1,087,731.51	0.33	3.57	1
PID DEERBROOKE NIA						
LGIP	1	254.67	254.67	0.00	4.35	1
Money Market Funds	1	934,726.68	934,726.68	0.28	3.73	1
TOTAL	2	934,981.35	934,981.35	0.29	3.73	1
PID DEERBROOKE SIA						
LGIP	1	249,254.64	249,254.64	0.08	4.35	1
Money Market Funds	1	1,484,903.39	1,484,903.39	0.45	3.73	1
TOTAL	2	1,734,158.03	1,734,158.03	0.53	3.82	1
PID OAK CREEK						
Money Market Funds	1	776,204.79	776,204.79	0.24	3.57	1
TOTAL	1	776,204.79	776,204.79	0.24	3.57	1
GRAND TOTAL	53	327,349,738.58	326,861,001.05	100.00	4.33	122



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
2022B FUND												
U.S. AGENCIES												
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25	07/30/2024 07/30/2024	10,000,000.00	9,990,500.00 0.00	9,990,500.00	4.85	07/29/2025	29	100.02 10,002,400.00	3,130.77 9,999,269.23	3.06	Aa1 A-1+
U.S. AGENCIES TOTAL			10,000,000.00	9,990,500.00 0.00	9,990,500.00	4.85		29	100.02 10,002,400.00	3,130.77 9,999,269.23	3.06	AA+
2022B FUND TOTAL			10,000,000.00	9,990,500.00 0.00	9,990,500.00	4.85		29	100.02 10,002,400.00	3,130.77 9,999,269.23	3.06	AA+
ARPA 2021												
LGIP												
TEXPOOL	TexPool	06/30/2025 06/30/2025	5,950,049.66	5,950,049.66 0.00	5,950,049.66	4.35		1	1.00 5,950,049.66	0.00 5,950,049.66	1.82	AAA
LGIP TOTAL			5,950,049.66	5,950,049.66 0.00	5,950,049.66	4.35		1	1.00 5,950,049.66	0.00 5,950,049.66	1.82	AAA
ARPA 2021 TOTAL			5,950,049.66	5,950,049.66 0.00	5,950,049.66	4.35		1	1.00 5,950,049.66	0.00 5,950,049.66	1.82	AAA
CERTS OF OBLIGATION 2016												
LGIP												
TEXSTAR	TexSTAR	06/30/2025 06/30/2025	567,450.98	567,450.98 0.00	567,450.98	4.33		1	1.00 567,450.98	0.00 567,450.98	0.17	AAA
LGIP TOTAL			567,450.98	567,450.98 0.00	567,450.98	4.33		1	1.00 567,450.98	0.00 567,450.98	0.17	AAA
CERTS OF OBLIGATION 2016 TOTAL			567,450.98	567,450.98 0.00	567,450.98	4.33		1	1.00 567,450.98	0.00 567,450.98	0.17	AAA
CERTS OF OBLIGATION 2018A												
LGIP												
TEXSTAR	TexSTAR	06/30/2025 06/30/2025	3,071,824.49	3,071,824.49 0.00	3,071,824.49	4.33		1	1.00 3,071,824.49	0.00 3,071,824.49	0.94	AAA
LGIP TOTAL			3,071,824.49	3,071,824.49 0.00	3,071,824.49	4.33		1	1.00 3,071,824.49	0.00 3,071,824.49	0.94	AAA

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
CERTS OF OBLIGATION 2018A TOTAL			3,071,824.49	3,071,824.49 0.00	3,071,824.49	4.33		1	3,071,824.49	0.00 3,071,824.49	0.94	AAA

CERTS OF OBLIGATION 2018B

LGIP												
TEXSTAR	TexSTAR	06/30/2025 06/30/2025	37,474.32	37,474.32 0.00	37,474.32	4.33		1	1.00 37,474.32	0.00 37,474.32	0.01	AAA
LGIP TOTAL			37,474.32	37,474.32 0.00	37,474.32	4.33		1	1.00 37,474.32	0.00 37,474.32	0.01	AAA
CERTS OF OBLIGATION 2018B TOTAL			37,474.32	37,474.32 0.00	37,474.32	4.33		1	37,474.32	0.00 37,474.32	0.01	AAA

CERTS OF OBLIGATION 2022A

LGIP												
TEXPOOL	TexPool	06/30/2025 06/30/2025	13,225,774.34	13,225,774.34 0.00	13,225,774.34	4.35		1	1.00 13,225,774.34	0.00 13,225,774.34	4.04	AAA
LGIP TOTAL			13,225,774.34	13,225,774.34 0.00	13,225,774.34	4.35		1	1.00 13,225,774.34	0.00 13,225,774.34	4.04	AAA
CERTS OF OBLIGATION 2022A TOTAL			13,225,774.34	13,225,774.34 0.00	13,225,774.34	4.35		1	13,225,774.34	0.00 13,225,774.34	4.04	AAA

CERTS OF OBLIGATION 2022B

LGIP												
TEXSTAR	TexSTAR	06/30/2025 06/30/2025	5,021,582.08	5,021,582.08 0.00	5,021,582.08	4.33		1	1.00 5,021,582.08	0.00 5,021,582.08	1.53	AAA
LGIP TOTAL			5,021,582.08	5,021,582.08 0.00	5,021,582.08	4.33		1	1.00 5,021,582.08	0.00 5,021,582.08	1.53	AAA
CERTS OF OBLIGATION 2022B TOTAL			5,021,582.08	5,021,582.08 0.00	5,021,582.08	4.33		1	5,021,582.08	0.00 5,021,582.08	1.53	AAA

CO 2024A

Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
LGIP												
TEXPOOL	TexPool	06/30/2025 06/30/2025	10,402,973.62	10,402,973.62 0.00	10,402,973.62	4.35		1	1.00 10,402,973.62	0.00 10,402,973.62	3.18	AAA
LGIP TOTAL			10,402,973.62	10,402,973.62 0.00	10,402,973.62	4.35		1	1.00 10,402,973.62	0.00 10,402,973.62	3.18	AAA
CO 2024A TOTAL			10,402,973.62	10,402,973.62 0.00	10,402,973.62	4.35		1	1.00 10,402,973.62	0.00 10,402,973.62	3.18	AAA

CO 2024B

LGIP												
TEXPOOL	TexPool	06/30/2025 06/30/2025	17,808,650.94	17,808,650.94 0.00	17,808,650.94	4.35		1	1.00 17,808,650.94	0.00 17,808,650.94	5.44	AAA
LGIP TOTAL			17,808,650.94	17,808,650.94 0.00	17,808,650.94	4.35		1	1.00 17,808,650.94	0.00 17,808,650.94	5.44	AAA
U.S. TREASURIES												
91282CFW6	US TREASURY 4.500 11/15/25	11/25/2024 11/25/2024	5,000,000.00	5,003,125.00 0.00	5,003,125.00	4.43	11/15/2025	138	100.04 5,001,953.15	747.16 5,001,205.99	1.53	Aa1 AA+
U.S. TREASURIES TOTAL			5,000,000.00	5,003,125.00 0.00	5,003,125.00	4.43		138	100.04 5,001,953.15	747.16 5,001,205.99	1.53	AA+
CO 2024B TOTAL			22,808,650.94	22,811,775.94 0.00	22,811,775.94	4.37		31	22,810,604.09	747.16 22,809,856.93	6.97	AAA

DEBT SERVICE

LGIP												
TEXPOOL	TexPool	06/30/2025 06/30/2025	30,801,563.77	30,801,563.77 0.00	30,801,563.77	4.35		1	1.00 30,801,563.77	0.00 30,801,563.77	9.41	AAA
LGIP TOTAL			30,801,563.77	30,801,563.77 0.00	30,801,563.77	4.35		1	1.00 30,801,563.77	0.00 30,801,563.77	9.41	AAA
DEBT SERVICE TOTAL			30,801,563.77	30,801,563.77 0.00	30,801,563.77	4.35		1	1.00 30,801,563.77	0.00 30,801,563.77	9.41	AAA

GENERAL
CONSOLIDATED

BANK DEPOSITS

3111062380	Texas Capital Bank GNI Tiered Money Market	06/30/2025 06/30/2025	224,250.07	224,250.07 0.00	224,250.07	0.00		1	1.00 224,250.07	0.00 224,250.07	0.07	NA NA
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Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
591508172	Frost Bank Public Fund Checking Account	06/30/2025 06/30/2025	138,216.95	138,216.95 0.00	138,216.95	0.00		1	1.00 138,216.95	0.00 138,216.95	0.04	NA NA
BANK DEPOSITS TOTAL			362,467.02	362,467.02 0.00	362,467.02	0.00		1	1.00 362,467.02	0.00 362,467.02	0.11	NA
LGIP												
TEXPOOL	TexPool	06/30/2025 06/30/2025	117,181,587.16	117,181,587.16 0.00	117,181,587.16	4.35		1	1.00 117,181,587.16	0.00 117,181,587.16	35.81	AAA
TEXSTAR	TexSTAR	06/30/2025 06/30/2025	1,624,806.75	1,624,806.75 0.00	1,624,806.75	4.33		1	1.00 1,624,806.75	0.00 1,624,806.75	0.50	AAA
LGIP TOTAL			118,806,393.91	118,806,393.91 0.00	118,806,393.91	4.35		1	1.00 118,806,393.91	0.00 118,806,393.91	36.30	AAA
MONEY MARKET FUNDS												
26MEED	NexBank IntraFi Cash Service	06/30/2025 06/30/2025	5,785,578.30	5,785,578.30 0.00	5,785,578.30	4.45		1	1.00 5,785,578.30	0.00 5,785,578.30	1.77	NA NA
49-4797-0104	PNC Corporate Busi- ness Account	06/30/2025 06/30/2025	871.24	871.24 0.00	871.24	0.00		1	1.00 871.24	0.00 871.24	0.00	NA NA
825252877	INVESCO GOV&AGEN- CY,PRVT	06/30/2025 06/30/2025	8,600,910.28	8,600,910.28 0.00	8,600,910.28	3.94		1	1.00 8,600,910.28	0.00 8,600,910.28	2.63	Aaa AAA
MONEY MARKET FUNDS TOTAL			14,387,359.82	14,387,359.82 0.00	14,387,359.82	4.14		1	1.00 14,387,359.82	0.00 14,387,359.82	4.40	AAA
U.S. TREASURIES												
91282CJV4	US TREASURY 4.250 01/31/26	11/25/2024 11/25/2024	5,000,000.00	4,990,429.69 0.00	4,990,429.69	4.41	01/31/2026	215	100.00 5,000,000.00	4,740.85 4,995,259.15	1.53	Aa1 AA+
91282CLH2	US TREASURY 3.750 08/31/26	11/25/2024 11/25/2024	5,000,000.00	4,947,656.25 0.00	4,947,656.25	4.37	08/31/2026	427	99.76 4,987,890.65	22,515.55 4,965,375.10	1.52	Aa1 AA+
91282CJT9	US TREASURY 4.000 01/15/27	11/25/2024 11/25/2024	5,000,000.00	4,965,429.69 0.00	4,965,429.69	4.34	01/15/2027	564	100.24 5,012,109.40	37,030.12 4,975,079.28	1.53	Aa1 AA+
91282CKA8	US TREASURY 4.125 02/15/27	11/25/2024 11/25/2024	5,000,000.00	4,977,734.38 0.00	4,977,734.38	4.33	02/15/2027	595	100.48 5,024,218.75	40,506.65 4,983,712.10	1.54	Aa1 AA+
91282CGH8	US TREASURY 3.500 01/31/28	06/18/2025 06/18/2025	5,000,000.00	4,945,312.50 66,712.71	5,012,025.21	3.94	01/31/2028	945	99.50 4,975,000.00	28,944.62 4,946,055.38	1.52	Aa1 AA+
91282CGT2	US TREASURY 3.625 03/31/28	06/04/2025 06/04/2025	6,000,000.00	5,955,234.38 38,627.05	5,993,861.43	3.91	03/31/2028	1,005	99.83 5,989,687.50	33,280.79 5,966,406.71	1.83	Aa1 AA+
91282CHE4	US TREASURY 3.625 05/31/28	06/04/2025 06/04/2025	6,000,000.00	5,950,781.25 2,377.05	5,953,158.30	3.92	05/31/2028	1,066	99.79 5,987,343.78	35,345.58 5,951,998.20	1.83	Aa1 AA+
U.S. TREASURIES TOTAL			37,000,000.00	36,732,578.14 107,716.81	36,840,294.95	4.16		707	99.94 36,976,250.08	202,364.17 36,773,885.91	11.30	AA+
U.S. AGENCIES												
3134GXZT4	FEDERAL HOME LOAN MORTGAGE CORP 4.0 07/14/2025	06/14/2022 07/14/2022	5,000,000.00	5,000,000.00 0.00	5,000,000.00	4.00	07/14/2025	14	99.98 4,998,950.00	(1,050.00) 5,000,000.00	1.53	Aa1 AA+



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	10/04/2024 10/04/2024	6,250,000.00	6,243,312.50 0.00	6,243,312.50	3.99	10/01/2025	93	99.90 6,243,562.50	(4,737.91) 6,248,300.41	1.91	P-1 A-1+
3130AWKM1	FHLBANKS 4.750 12/12/25	01/16/2024 01/16/2024	5,000,000.00	5,040,455.00 0.00	5,040,455.00	4.30	12/12/2025	165	100.16 5,008,050.00	(1,482.50) 5,009,532.50	1.53	Aa1 AA+
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	04/29/2024 04/29/2024	6,000,000.00	5,981,940.00 0.00	5,981,940.00	5.04	04/24/2026	298	100.54 6,032,160.00	39,558.37 5,992,601.63	1.84	Aa1 AA+
3135GOQ22	FANNIE MAE 1.875 09/24/26	04/26/2024 04/26/2024	6,000,000.00	5,584,680.00 0.00	5,584,680.00	4.96	09/24/2026	451	97.59 5,855,460.00	67,598.48 5,787,861.52	1.79	Aa1 AA+
3133ERVU2	FED FARM CR BNKS 3.500 10/02/26	10/04/2024 10/04/2024	6,250,000.00	6,228,837.50 0.00	6,228,837.50	3.68	10/02/2026	459	99.49 6,218,187.50	(18,498.73) 6,236,686.23	1.90	Aa1 AA+
3130AVBC5	FHLBANKS 4.500 03/12/27	04/29/2024 04/29/2024	6,000,000.00	5,935,588.44 0.00	5,935,588.44	4.90	03/12/2027	620	101.12 6,067,020.00	105,100.95 5,961,919.05	1.85	Aa1 AA+
U.S. AGENCIES TOTAL			40,500,000.00	40,014,813.44 0.00	40,014,813.44	4.41		310	99.82 40,423,390.00	186,488.66 40,236,901.34	12.35	AA+
CERTIFICATE OF DEPOSITS												
172404911B	East West Bank 4.76% 08/04/2025	08/03/2024 08/03/2024	4,414,678.66	4,414,678.66 0.00	4,414,678.66	4.76	08/04/2025	35	100.00 4,414,678.66	(0.00) 4,414,678.66	1.35	NA NA
CERTIFICATE OF DEPOSITS TOTAL			4,414,678.66	4,414,678.66 0.00	4,414,678.66	4.76		35	100.00 4,414,678.66	(0.00) 4,414,678.66	1.35	NA
GENERAL CONSOLIDATED TOTAL			215,470,899.41	214,718,291.00 107,716.81	214,826,007.81	4.32		181	215,370,539.49	388,852.82 214,981,686.67	65.81	AAA

GO 2018-PARKS

LGIP

TEXSTAR	TexSTAR	06/30/2025 06/30/2025	293,725.29	293,725.29 0.00	293,725.29	4.33		1	1.00 293,725.29	0.00 293,725.29	0.09	AAA
LGIP TOTAL			293,725.29	293,725.29 0.00	293,725.29	4.33		1	1.00 293,725.29	0.00 293,725.29	0.09	AAA
GO 2018-PARKS TOTAL			293,725.29	293,725.29 0.00	293,725.29	4.33		1	293,725.29	0.00 293,725.29	0.09	AAA

GO 2018-REC CENTER

LGIP

TEXSTAR	TexSTAR	06/30/2025 06/30/2025	2,068,002.12	2,068,002.12 0.00	2,068,002.12	4.33		1	1.00 2,068,002.12	0.00 2,068,002.12	0.63	AAA
LGIP TOTAL			2,068,002.12	2,068,002.12 0.00	2,068,002.12	4.33		1	1.00 2,068,002.12	0.00 2,068,002.12	0.63	AAA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
GO 2018-REC CENTER TOTAL			2,068,002.12	2,068,002.12 0.00	2,068,002.12	4.33		1	2,068,002.12	0.00 2,068,002.12	0.63	AAA
GO 2018-SENIOR CENTER												
LGIP												
TEXSTAR	TexSTAR	06/30/2025 06/30/2025	965,266.96	965,266.96 0.00	965,266.96	4.33		1	1.00 965,266.96	0.00 965,266.96	0.29	AAA
LGIP TOTAL			965,266.96	965,266.96 0.00	965,266.96	4.33		1	1.00 965,266.96	0.00 965,266.96	0.29	AAA
GO 2018-SENIOR CENTER TOTAL			965,266.96	965,266.96 0.00	965,266.96	4.33		1	965,266.96	0.00 965,266.96	0.29	AAA
GO												
LGIP												
TEXSTAR	TexSTAR	06/30/2025 06/30/2025	2,131,424.92	2,131,424.92 0.00	2,131,424.92	4.33		1	1.00 2,131,424.92	0.00 2,131,424.92	0.65	AAA
LGIP TOTAL			2,131,424.92	2,131,424.92 0.00	2,131,424.92	4.33		1	1.00 2,131,424.92	0.00 2,131,424.92	0.65	AAA
GO			2,131,424.92	2,131,424.92 0.00	2,131,424.92	4.33		1	2,131,424.92	0.00 2,131,424.92	0.65	AAA
PID CRYSTAL SPRINGS												
MONEY MARKET FUNDS												
14956P836	CAVANAL HILL:GS MM;ADMN	06/30/2025 06/30/2025	1,087,731.51	1,087,731.51 0.00	1,087,731.51	3.57		1	1.00 1,087,731.51	0.00 1,087,731.51	0.33	Aaa AAA
MONEY MARKET FUNDS TOTAL			1,087,731.51	1,087,731.51 0.00	1,087,731.51	3.57		1	1.00 1,087,731.51	0.00 1,087,731.51	0.33	AAA
PID CRYSTAL SPRINGS TOTAL			1,087,731.51	1,087,731.51 0.00	1,087,731.51	3.57		1	1,087,731.51	0.00 1,087,731.51	0.33	AAA
PID DEERBROOKE NIA												
LGIP												
TEXPOOL	TexPool	06/30/2025 06/30/2025	254.67	254.67 0.00	254.67	4.35		1	1.00 254.67	0.00 254.67	0.00	AAA



Position Statement

CUSIP	DESCRIPTION	TRADE DATE SETTLE DATE	PAR VALUE	PRINCIPAL COST PURCHASED INTEREST	TOTAL COST	YIELD TO MATURITY	MATURITY DATE	DAYS TO MATURITY	MARKET PRICE MARKET VALUE	UNREALIZED GAIN/LOSS BOOK VALUE	% OF MV	MOODY'S S&P RATING
LGIP TOTAL			254.67	254.67 0.00	254.67	4.35		1	1.00 254.67	0.00 254.67	0.00	AAA
MONEY MARKET FUNDS												
60934N153	FEDERATED HRMS GV O;TR	06/30/2025 06/30/2025	934,726.68	934,726.68 0.00	934,726.68	3.73		1	1.00 934,726.68	0.00 934,726.68	0.29	Aaa AAA
MONEY MARKET FUNDS TOTAL			934,726.68	934,726.68 0.00	934,726.68	3.73		1	1.00 934,726.68	0.00 934,726.68	0.29	AAA
PID DEERBROOKE NIA TOTAL			934,981.35	934,981.35 0.00	934,981.35	3.73		1	934,981.35	0.00 934,981.35	0.29	AAA

PID DEERBROOKE SIA

LGIP												
TEXPOOL	TexPool	06/30/2025 06/30/2025	249,254.64	249,254.64 0.00	249,254.64	4.35		1	1.00 249,254.64	0.00 249,254.64	0.08	AAA
LGIP TOTAL			249,254.64	249,254.64 0.00	249,254.64	4.35		1	1.00 249,254.64	0.00 249,254.64	0.08	AAA
MONEY MARKET FUNDS												
60934N153	FEDERATED HRMS GV O;TR	06/30/2025 06/30/2025	1,484,903.39	1,484,903.39 0.00	1,484,903.39	3.73		1	1.00 1,484,903.39	0.00 1,484,903.39	0.45	Aaa AAA
MONEY MARKET FUNDS TOTAL			1,484,903.39	1,484,903.39 0.00	1,484,903.39	3.73		1	1.00 1,484,903.39	0.00 1,484,903.39	0.45	AAA
PID DEERBROOKE SIA TOTAL			1,734,158.03	1,734,158.03 0.00	1,734,158.03	3.82		1	1,734,158.03	0.00 1,734,158.03	0.53	AAA

PID OAK CREEK

MONEY MARKET FUNDS												
14956P836	CAVANAL HILL:GS MM;ADMIN	06/30/2025 06/30/2025	776,204.79	776,204.79 0.00	776,204.79	3.57		1	1.00 776,204.79	0.00 776,204.79	0.24	Aaa AAA
MONEY MARKET FUNDS TOTAL			776,204.79	776,204.79 0.00	776,204.79	3.57		1	1.00 776,204.79	0.00 776,204.79	0.24	AAA
PID OAK CREEK TOTAL			776,204.79	776,204.79 0.00	776,204.79	3.57		1	776,204.79	0.00 776,204.79	0.24	AAA

GRAND TOTAL			327,349,738.58	326,590,755.17 107,716.81	326,698,471.98	4.33		122	327,253,731.81	392,730.76 326,861,001.05	100.00	AAA
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Cash Reconciliation Report

CO 2024B						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
05/15/2025	91282CFW6	US TREASURY 4.500 11/15/25	0.00	11/15/2025	0.00	112,500.00
COUPON TOTAL			0.00		0.00	112,500.00
GENERAL CONSOLIDATED						
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
BUY						
04/03/2025	172404911B	East West Bank	17,100.25	08/04/2025	17,100.25	-17,100.25
05/03/2025	172404911B	East West Bank	17,740.68	08/04/2025	17,740.68	-17,740.68
06/03/2025	172404911B	East West Bank	17,236.82	08/04/2025	17,236.82	-17,236.82
06/04/2025	91282CGT2	US TREASURY 3.625 03/31/28	6,000,000.00	03/31/2028	5,955,234.38	-5,993,861.43
06/04/2025	91282CHE4	US TREASURY 3.625 05/31/28	6,000,000.00	05/31/2028	5,950,781.25	-5,953,158.30
06/18/2025	91282CGH8	US TREASURY 3.500 01/31/28	5,000,000.00	01/31/2028	4,945,312.50	-5,012,025.21
BUY TOTAL			17,052,077.75		16,903,405.88	-17,011,122.69
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
COUPON						
04/01/2025	3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	0.00	10/01/2025	0.00	119,075.52
04/02/2025	3133ERVU2	FED FARM CR BNKS 3.500 10/02/26	0.00	10/02/2026	0.00	109,375.00
04/03/2025	172404911B	East West Bank	0.00	08/04/2025	0.00	17,100.25
04/15/2025	91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	0.00	04/15/2025	0.00	157,500.00
04/24/2025	3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	0.00	04/24/2026	0.00	146,250.00
05/03/2025	172404911B	East West Bank	0.00	08/04/2025	0.00	17,740.68
06/02/2025	91282CHD6	UNITED STATES TREASURY 4.25 05/31/2025	0.00	05/31/2025	0.00	255,000.00
06/03/2025	172404911B	East West Bank	0.00	08/04/2025	0.00	17,236.82
06/12/2025	3130AWKM1	FHLBANKS 4.750 12/12/25	0.00	12/12/2025	0.00	118,750.00
06/13/2025	3130A5R35	FEDERAL HOME LOAN BANKS 2.875 06/13/2025	0.00	06/13/2025	0.00	71,875.00
COUPON TOTAL			0.00		0.00	1,029,903.27
POST DATE	IDENTIFIER	DESCRIPTION	PAR VALUE	FINAL MATURITY	PRINCIPAL	AMOUNT
MATURITY						

Cash Reconciliation Report

04/15/2025	91282CEH0	UNITED STATES TREASURY 2.625	04/15/2025	-12,000,000.00	04/15/2025	-12,000,000.00	12,000,000.00
05/31/2025	91282CHD6	UNITED STATES TREASURY 4.25	05/31/2025	-12,000,000.00	05/31/2025	-12,000,000.00	12,000,000.00
06/13/2025	3130A5R35	FEDERAL HOME LOAN BANKS 2.875	06/13/2025	-5,000,000.00	06/13/2025	-5,000,000.00	5,000,000.00
MATURITY TOTAL				-29,000,000.00	-29,000,000.00	29,000,000.00	

Transaction Statement

GENERAL CONSOLIDATED									
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	PURCHASED INTEREST	TOTAL	PURCHASE YIELD
BUY									
	04/03/2025	04/03/2025	172404911B	East West Bank 4.76% 08/04/2025	17,100.25	17,100.25	0.00	(17,100.25)	4.76
	05/03/2025	05/03/2025	172404911B	East West Bank 4.76% 08/04/2025	17,740.68	17,740.68	0.00	(17,740.68)	4.76
	06/03/2025	06/03/2025	172404911B	East West Bank 4.76% 08/04/2025	17,236.82	17,236.82	0.00	(17,236.82)	4.76
	06/04/2025	06/04/2025	91282CHE4	US TREASURY 3.625 05/31/28	6,000,000.00	5,950,781.25	2,377.05	(5,953,158.30)	3.92
	06/04/2025	06/04/2025	91282CGT2	US TREASURY 3.625 03/31/28	6,000,000.00	5,955,234.38	38,627.05	(5,993,861.43)	3.91
	06/18/2025	06/18/2025	91282CGH8	US TREASURY 3.500 01/31/28	5,000,000.00	4,945,312.50	66,712.71	(5,012,025.21)	3.94
BUY TOTAL					17,052,077.75	16,903,405.88	107,716.81	(17,011,122.69)	3.92
	TRADE DATE	SETTLE DATE	CUSIP	DESCRIPTION	PAR VALUE	BOOK VALUE		TOTAL	NET REALIZED GAIN/LOSS
MATURITY									
	04/15/2025	04/15/2025	91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	(12,000,000.00)	12,000,000.00		12,000,000.00	(0.00)
	05/31/2025	06/02/2025	91282CHD6	UNITED STATES TREASURY 4.25 05/31/2025	(12,000,000.00)	12,000,000.00		12,000,000.00	(0.00)
	06/13/2025	06/13/2025	3130A5R35	FEDERAL HOME LOAN BANKS 2.875 06/13/2025	(5,000,000.00)	5,000,000.00		5,000,000.00	0.00
MATURITY TOTAL					(29,000,000.00)	29,000,000.00		29,000,000.00	(0.00)



Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
2022B FUND									
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25	10,000,000.00	9,990,500.00	(9,500.00)	9,996,894.23	2,375.00	9,999,269.23	8,769.23	(730.77)
TOTAL		10,000,000.00	9,990,500.00	(9,500.00)	9,996,894.23	2,375.00	9,999,269.23	8,769.23	(730.77)
CO 2024B									
91282CFW6	US TREASURY 4.500 11/15/25	5,000,000.00	5,003,125.00	3,125.00	5,002,007.04	(801.06)	5,001,205.99	(1,919.01)	1,205.99
TOTAL		5,000,000.00	5,003,125.00	3,125.00	5,002,007.04	(801.06)	5,001,205.99	(1,919.01)	1,205.99
GENERAL									
172404911B	East West Bank 4.76% 08/04/2025	4,414,678.66	4,414,678.66	0.00	4,362,600.91	0.00	4,414,678.66	0.00	0.00
3135GOQ22	FANNIE MAE 1.875 09/24/26	6,000,000.00	5,584,680.00	(415,320.00)	5,744,962.41	42,899.11	5,787,861.52	203,181.52	(212,138.48)
3133ERVU2	FED FARM CR BNKS 3.500 10/02/26	6,250,000.00	6,228,837.50	(21,162.50)	6,234,040.92	2,645.31	6,236,686.23	7,848.73	(13,313.77)
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	6,250,000.00	6,243,312.50	(6,687.50)	6,246,619.30	1,681.11	6,248,300.41	4,987.91	(1,699.59)
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	6,000,000.00	5,981,940.00	(18,060.00)	5,990,334.79	2,266.84	5,992,601.63	10,661.63	(7,398.37)
3130A5R35	FEDERAL HOME LOAN BANKS 2.875 06/13/2025	5,000,000.00	4,849,520.00	(150,480.00)	4,979,963.62	20,036.38	0.00	150,480.00	0.00
3134GXZT4	FEDERAL HOME LOAN MORTGAGE CORP 4.0 07/14/2025	5,000,000.00	5,000,000.00	0.00	5,000,000.00	0.00	5,000,000.00	0.00	0.00
3130AVBC5	FHLBANKS 4.500 03/12/27	6,000,000.00	5,935,588.44	(64,411.56)	5,956,320.72	5,598.33	5,961,919.05	26,330.61	(38,080.95)
3130AWKM1	FHLBANKS 4.750 12/12/25	5,000,000.00	5,040,455.00	40,455.00	5,014,821.88	(5,289.38)	5,009,532.50	(30,922.50)	9,532.50
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	12,000,000.00	11,709,843.75	(290,156.25)	11,989,844.53	10,155.47	0.00	290,156.25	0.00
91282CHD6	UNITED STATES TREASURY 4.25 05/31/2025	12,000,000.00	11,913,750.00	(86,250.00)	11,988,396.86	11,603.14	0.00	86,250.00	0.00
91282CGH8	US TREASURY 3.500 01/31/28	5,000,000.00	4,945,312.50	(54,687.50)	0.00	742.88	4,946,055.38	742.88	(53,944.62)
91282CGT2	US TREASURY 3.625 03/31/28	6,000,000.00	5,955,234.38	(44,765.62)	0.00	1,172.33	5,956,406.71	1,172.33	(43,593.29)
91282CHE4	US TREASURY 3.625 05/31/28	6,000,000.00	5,950,781.25	(49,218.75)	0.00	1,216.95	5,951,998.20	1,216.95	(48,001.80)
91282CLH2	US TREASURY 3.750 08/31/26	5,000,000.00	4,947,656.25	(52,343.75)	4,957,978.70	7,396.40	4,965,375.10	17,718.85	(34,624.90)
91282CJT9	US TREASURY 4.000 01/15/27	5,000,000.00	4,965,429.69	(34,570.31)	4,971,051.24	4,028.04	4,975,079.28	9,649.59	(24,920.72)
91282CKA8	US TREASURY 4.125 02/15/27	5,000,000.00	4,977,734.38	(22,265.62)	4,981,216.81	2,495.29	4,983,712.10	5,977.72	(16,287.90)
91282CJV4	US TREASURY 4.250 01/31/26	5,000,000.00	4,990,429.69	(9,570.31)	4,993,243.18	2,015.97	4,995,259.15	4,829.46	(4,740.85)
TOTAL		110,914,678.66	109,635,184.00	(1,279,494.66)	93,411,395.87	110,664.17	81,425,465.92	790,281.92	(489,212.74)

Amortization Schedule

CUSIP	DESCRIPTION	PAR VALUE	PRINCIPAL COST	ORIGINAL PREMIUM OR DISCOUNT	BEGINNING BOOK VALUE	CURRENT PERIOD AMORT	ENDING BOOK VALUE	TOTAL AMORTIZATION	UNAMORTIZED BALANCE
GRAND TOTAL		125,914,678.66	124,628,809.00	(1,285,869.66)	108,410,297.14	112,238.11	96,425,941.13	797,132.14	(488,737.53)

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
2022B FUND									
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25	2024-07-30	10,000,000.00	9,990,500.00	81,805.56	0.00	118,750.00	0.00	200,555.56
TOTAL			10,000,000.00	9,990,500.00	81,805.56	0.00	118,750.00	0.00	200,555.56
ARPA 2021									
TEXPOOL	TexPool	2025-06-30	5,950,049.66	5,950,049.66	0.00	0.00	63,529.49	63,529.49	0.00
TOTAL			5,950,049.66	5,950,049.66	0.00	0.00	63,529.49	63,529.49	0.00
CERTS OF OBLIGATION 2016									
TEXSTAR	TexSTAR	2025-06-30	567,450.98	567,450.98	0.00	0.00	6,266.55	6,266.55	0.00
TOTAL			567,450.98	567,450.98	0.00	0.00	6,266.55	6,266.55	0.00
CERTS OF OBLIGATION 2018A									
TEXSTAR	TexSTAR	2025-06-30	3,071,824.49	3,071,824.49	0.00	0.00	33,104.74	33,104.74	0.00
TOTAL			3,071,824.49	3,071,824.49	0.00	0.00	33,104.74	33,104.74	0.00
CERTS OF OBLIGATION 2018B									
TEXSTAR	TexSTAR	2025-06-30	37,474.32	37,474.32	0.00	0.00	411.91	411.91	0.00
TOTAL			37,474.32	37,474.32	0.00	0.00	411.91	411.91	0.00
CERTS OF OBLIGATION 2022A									
TEXPOOL	TexPool	2025-06-30	13,225,774.34	13,225,774.34	0.00	0.00	147,664.57	147,664.57	0.00
TOTAL			13,225,774.34	13,225,774.34	0.00	0.00	147,664.57	147,664.57	0.00
CERTS OF OBLIGATION 2022B									
TEXSTAR	TexSTAR	2025-06-30	5,021,582.08	5,021,582.08	0.00	0.00	77,991.48	77,991.48	0.00
TOTAL			5,021,582.08	5,021,582.08	0.00	0.00	77,991.48	77,991.48	0.00

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
CO 2024A									
TEXPOOL	TexPool	2025-06-30	10,402,973.62	10,402,973.62	0.00	0.00	111,251.91	111,251.91	0.00
TOTAL			10,402,973.62	10,402,973.62	0.00	0.00	111,251.91	111,251.91	0.00
CO 2024B									
TEXPOOL	TexPool	2025-06-30	17,808,650.94	17,808,650.94	0.00	0.00	185,130.94	185,130.94	0.00
91282CFW6	US TREASURY 4.500 11/15/25	2024-11-25	5,000,000.00	5,003,125.00	85,151.93	0.00	56,084.48	112,500.00	28,736.41
TOTAL			22,808,650.94	22,811,775.94	85,151.93	0.00	241,215.42	297,630.94	28,736.41
DEBT SERVICE									
TEXPOOL	TexPool	2025-06-30	30,801,563.77	30,801,563.77	0.00	0.00	327,590.39	327,590.39	0.00
TOTAL			30,801,563.77	30,801,563.77	0.00	0.00	327,590.39	327,590.39	0.00
GENERAL CONSOLIDATED									
172404911B	East West Bank 4.76% 08/04/2025	2024-08-03	4,414,678.66	4,414,678.66	15,930.07	0.00	51,692.19	52,077.75	15,544.51
3135G0Q22	FANNIE MAE 1.875 09/24/26	2024-04-26	6,000,000.00	5,584,680.00	2,187.50	0.00	28,125.00	0.00	30,312.50
3133ERVU2	FED FARM CR BNKS 3.500 10/02/26	2024-10-04	6,250,000.00	6,228,837.50	108,767.36	0.00	54,687.50	109,375.00	54,079.86
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	2024-10-04	6,250,000.00	6,243,312.50	119,075.52	0.00	60,546.87	119,075.52	60,546.88
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	2024-04-29	6,000,000.00	5,981,940.00	127,562.50	0.00	73,125.00	146,250.00	54,437.50
3130A5R35	FEDERAL HOME LOAN BANKS 2.875 06/13/2025	2023-12-12	0.00	0.00	43,125.00	0.00	28,750.00	71,875.00	0.00
3134GXZT4	FEDERAL HOME LOAN MORTGAGE CORP 4.0 07/14/2025	2022-07-14	5,000,000.00	5,000,000.00	42,777.78	0.00	50,000.00	0.00	92,777.78
3130AVBC5	FHLBANKS 4.500 03/12/27	2024-04-29	6,000,000.00	5,935,588.44	14,250.00	0.00	67,500.00	0.00	81,750.00
3130AWKM1	FHLBANKS 4.750 12/12/25	2024-01-16	5,000,000.00	5,040,455.00	71,909.72	0.00	59,375.00	118,750.00	12,534.72
591508172	Frost Bank Public Fund Checking Account	2025-06-30	138,216.95	138,216.95	0.00	0.00	0.00	0.00	0.00
825252877	INVESCO GOV&AGENCY;PRVT	2025-06-30	8,600,910.28	8,600,910.28	0.00	0.00	42,256.94	42,256.94	0.00
26MEED	NexBank IntraFi Cash Service	2025-06-30	5,785,578.30	5,785,578.30	0.00	0.00	64,158.24	64,158.24	0.00
49-4797-0104	PNC Corporate Business Account	2025-06-30	871.24	871.24	0.00	0.00	0.00	0.00	0.00
TEXPOOL	TexPool	2025-06-30	117,181,587.16	117,181,587.16	0.00	0.00	1,252,746.74	1,252,746.74	0.00



Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
TEXSTAR	TexSTAR	2025-06-30	1,624,806.75	1,624,806.75	0.00	0.00	17,404.53	17,404.53	0.00
3111062380	Texas Capital Bank GNI Tiered Money Market	2025-06-30	224,250.07	224,250.07	0.00	0.00	1,453.77	1,453.77	0.00
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	2024-03-11	0.00	0.00	145,384.62	0.00	12,115.38	157,500.00	0.00
91282CHD6	UNITED STATES TREASURY 4.25 05/31/2025	2024-03-11	0.00	0.00	170,934.07	0.00	84,065.93	255,000.00	0.00
91282CGH8	US TREASURY 3.500 01/31/28	2025-06-18	5,000,000.00	4,945,312.50	0.00	(66,712.71)	6,284.53	0.00	72,997.24
91282CGT2	US TREASURY 3.625 03/31/28	2025-06-04	6,000,000.00	5,955,234.38	0.00	(38,627.05)	16,045.08	0.00	54,672.13
91282CHE4	US TREASURY 3.625 05/31/28	2025-06-04	6,000,000.00	5,950,781.25	0.00	(2,377.05)	16,045.08	0.00	18,422.13
91282CLH2	US TREASURY 3.750 08/31/26	2024-11-25	5,000,000.00	4,947,656.25	16,304.35	0.00	46,365.49	0.00	62,669.84
91282CJT9	US TREASURY 4.000 01/15/27	2024-11-25	5,000,000.00	4,965,429.69	41,988.95	0.00	50,276.24	0.00	92,265.19
91282CKA8	US TREASURY 4.125 02/15/27	2024-11-25	5,000,000.00	4,977,734.38	25,638.81	0.00	51,847.38	0.00	77,486.19
91282CJV4	US TREASURY 4.250 01/31/26	2024-11-25	5,000,000.00	4,990,429.69	35,220.99	0.00	53,418.51	0.00	88,639.50
TOTAL			215,470,899.41	214,718,291.00	981,057.24	(107,716.81)	2,188,285.41	2,407,923.49	869,135.96

GO 2018-PARKS

TEXSTAR	TexSTAR	2025-06-30	293,725.29	293,725.29	0.00	0.00	3,128.39	3,128.39	0.00
TOTAL			293,725.29	293,725.29	0.00	0.00	3,128.39	3,128.39	0.00

GO 2018-REC CENTER

TEXSTAR	TexSTAR	2025-06-30	2,068,002.12	2,068,002.12	0.00	0.00	22,025.77	22,025.77	0.00
TOTAL			2,068,002.12	2,068,002.12	0.00	0.00	22,025.77	22,025.77	0.00

GO 2018-SENIOR CENTER

TEXSTAR	TexSTAR	2025-06-30	965,266.96	965,266.96	0.00	0.00	10,522.75	10,522.75	0.00
TOTAL			965,266.96	965,266.96	0.00	0.00	10,522.75	10,522.75	0.00

GO 2018-TRANSPORTATION

TEXSTAR	TexSTAR	2025-06-30	2,131,424.92	2,131,424.92	0.00	0.00	27,460.58	27,460.58	0.00
TOTAL			2,131,424.92	2,131,424.92	0.00	0.00	27,460.58	27,460.58	0.00

Accrued Interest Schedule

IDENTIFIER	DESCRIPTION	SETTLE DATE	PAR VALUE	PRINCIPAL COST	BEGINNING ACCRUED INTEREST	PURCHASED INTEREST	CURRENT PERIOD ACCRUAL	INTEREST RECEIVED	ENDING ACCRUED INTEREST
PID CRYSTAL SPRINGS									
14956P836	CAVANAL HILL:GS MM;ADMN	2025-06-30	1,087,731.51	1,087,731.51	0.00	0.00	10,796.83	10,796.83	0.00
TOTAL			1,087,731.51	1,087,731.51	0.00	0.00	10,796.83	10,796.83	0.00
PID DEERBROOKE NIA									
60934N153	FEDERATED HRMS GV O;TR	2025-06-30	934,726.68	934,726.68	0.00	0.00	9,164.27	9,164.27	0.00
TEXPOOL	TexPool	2025-06-30	254.67	254.67	0.00	0.00	2.73	2.73	0.00
TOTAL			934,981.35	934,981.35	0.00	0.00	9,167.00	9,167.00	0.00
PID DEERBROOKE SIA									
60934N153	FEDERATED HRMS GV O;TR	2025-06-30	1,484,903.39	1,484,903.39	0.00	0.00	14,559.23	14,559.23	0.00
TEXPOOL	TexPool	2025-06-30	249,254.64	249,254.64	0.00	0.00	2,637.02	2,637.02	0.00
TOTAL			1,734,158.03	1,734,158.03	0.00	0.00	17,196.25	17,196.25	0.00
PID OAK CREEK									
14956P836	CAVANAL HILL:GS MM;ADMN	2025-06-30	776,204.79	776,204.79	0.00	0.00	7,605.23	7,605.23	0.00
TOTAL			776,204.79	776,204.79	0.00	0.00	7,605.23	7,605.23	0.00
GRAND TOTAL			327,349,738.58	326,590,755.17	1,148,014.72	(107,716.81)	3,423,964.67	3,581,268.27	1,098,427.93



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
2022B FUND											
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25	10,000,000.00	9,996,894.23	9,999,269.23	07/29/2025	4.75	4.85	118,750.00	2,375.00	0.00	121,125.00
TOTAL		10,000,000.00	9,996,894.23	9,999,269.23		4.75	4.85	118,750.00	2,375.00	0.00	121,125.00
ARPA 2021											
TEXPOOL	TexPool	5,950,049.66	5,886,520.17	5,950,049.66	06/30/2025	5.34	4.35	63,529.49	0.00	0.00	63,529.49
TOTAL		5,950,049.66	5,886,520.17	5,950,049.66		5.34	4.35	63,529.49	0.00	0.00	63,529.49
CERTS OF OBLIGATION 2016											
TEXSTAR	TexSTAR	567,450.98	605,310.05	567,450.98	06/30/2025	5.30	4.33	6,266.55	0.00	0.00	6,266.55
TOTAL		567,450.98	605,310.05	567,450.98		5.30	4.33	6,266.55	0.00	0.00	6,266.55
CERTS OF OBLIGATION 2018A											
TEXSTAR	TexSTAR	3,071,824.49	3,097,168.75	3,071,824.49	06/30/2025	5.30	4.33	33,104.74	0.00	0.00	33,104.74
TOTAL		3,071,824.49	3,097,168.75	3,071,824.49		5.30	4.33	33,104.74	0.00	0.00	33,104.74
CERTS OF OBLIGATION 2018B											
TEXSTAR	TexSTAR	37,474.32	41,575.41	37,474.32	06/30/2025	5.30	4.33	411.91	0.00	0.00	411.91
TOTAL		37,474.32	41,575.41	37,474.32		5.30	4.33	411.91	0.00	0.00	411.91
CERTS OF OBLIGATION 2022A											
TEXPOOL	TexPool	13,225,774.34	13,733,656.74	13,225,774.34	06/30/2025	5.34	4.35	147,664.57	0.00	0.00	147,664.57
TOTAL		13,225,774.34	13,733,656.74	13,225,774.34		5.34	4.35	147,664.57	0.00	0.00	147,664.57
CERTS OF OBLIGATION 2022B											
TEXSTAR	TexSTAR	5,021,582.08	8,005,674.08	5,021,582.08	06/30/2025	5.30	4.33	77,991.48	0.00	0.00	77,991.48
TOTAL		5,021,582.08	8,005,674.08	5,021,582.08		5.30	4.33	77,991.48	0.00	0.00	77,991.48



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
CO 2024A											
TEXPOOL	TexPool	10,402,973.62	10,318,126.44	10,402,973.62	06/30/2025	5.34	4.35	111,251.91	0.00	0.00	111,251.91
TOTAL		10,402,973.62	10,318,126.44	10,402,973.62		5.34	4.35	111,251.91	0.00	0.00	111,251.91
CO 2024B											
91282CFW6	US TREASURY 4.500 11/15/25	5,000,000.00	5,002,007.04	5,001,205.99	11/15/2025	4.50	4.43	56,084.48	(801.06)	0.00	55,283.42
TEXPOOL	TexPool	17,808,650.94	15,769,696.64	17,808,650.94	06/30/2025	5.34	4.35	185,130.94	0.00	0.00	185,130.94
TOTAL		22,808,650.94	20,771,703.68	22,809,856.93		5.15	4.37	241,215.42	(801.06)	0.00	240,414.36
DEBT SERVICE											
TEXPOOL	TexPool	30,801,563.77	30,157,927.03	30,801,563.77	06/30/2025	5.34	4.35	327,590.39	0.00	0.00	327,590.39
TOTAL		30,801,563.77	30,157,927.03	30,801,563.77		5.34	4.35	327,590.39	0.00	0.00	327,590.39
GENERAL CONSOLIDATED											
172404911B	East West Bank 4.76% 08/04/2025	4,414,678.66	4,362,600.91	4,414,678.66	08/04/2025	4.76	4.76	51,692.19	0.00	0.00	51,692.19
26MEED	NexBank IntraFi Cash Service	5,785,578.30	5,721,420.06	5,785,578.30	06/30/2025	5.32	4.45	64,158.24	0.00	0.00	64,158.24
3111062380	Texas Capital Bank GNI Tiered Money Market	224,250.07	222,796.30	224,250.07	06/30/2025	3.07	0.00	1,453.77	0.00	0.00	1,453.77
3130A5R35	FEDERAL HOME LOAN BANKS 2.875 06/13/2025	0.00	4,979,963.62	0.00	06/13/2025	2.88	4.98	28,750.00	20,036.38	0.00	48,786.38
3130AVBC5	FHLBANKS 4.500 03/12/27	6,000,000.00	5,956,320.72	5,961,919.05	03/12/2027	4.50	4.90	67,500.00	5,598.33	0.00	73,098.33
3130AWKM1	FHLBANKS 4.750 12/12/25	5,000,000.00	5,014,821.88	5,009,532.50	12/12/2025	4.75	4.30	59,375.00	(5,289.38)	0.00	54,085.62
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	6,000,000.00	5,990,334.79	5,992,601.63	04/24/2026	4.88	5.04	73,125.00	2,266.84	0.00	75,391.84
3133ERVU2	FED FARM CR BNKS 3.500 10/02/26	6,250,000.00	6,234,040.92	6,236,686.23	10/02/2026	3.50	3.68	54,687.50	2,645.31	0.00	57,332.81
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	6,250,000.00	6,246,619.30	6,248,300.41	10/01/2025	3.88	3.99	60,546.87	1,681.11	0.00	62,227.99
3134GXZT4	FEDERAL HOME LOAN MORTGAGE CORP 4.0 07/14/2025	5,000,000.00	5,000,000.00	5,000,000.00	07/14/2025	4.00	4.00	50,000.00	0.00	0.00	50,000.00
3135G0Q22	FANNIE MAE 1.875 09/24/26	6,000,000.00	5,744,962.41	5,787,861.52	09/24/2026	1.88	4.96	28,125.00	42,899.11	0.00	71,024.11
49-4797-0104	PNC Corporate Business Account	871.24	887.66	871.24	06/30/2025	0.00	0.00	0.00	0.00	0.00	0.00



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
591508172	Frost Bank Public Fund Checking Account	138,216.95	288,154.64	138,216.95	06/30/2025	0.00	0.00	0.00	0.00	0.00	0.00
825252877	INVESCO GOV&AGENCY;PRVT	8,600,910.28	3,515,864.16	8,600,910.28	06/30/2025	3.91	3.94	42,256.94	0.00	0.00	42,256.94
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025	0.00	11,989,844.53	0.00	04/15/2025	2.63	4.92	12,115.38	10,155.47	(0.00)	22,270.85
91282CGH8	US TREASURY 3.500 01/31/28	5,000,000.00	0.00	4,946,055.38	01/31/2028	3.50	3.94	6,284.53	742.88	0.00	7,027.41
91282CGT2	US TREASURY 3.625 03/31/28	6,000,000.00	0.00	5,956,406.71	03/31/2028	3.63	3.91	16,045.08	1,172.33	0.00	17,217.41
91282CHD6	UNITED STATES TREASURY 4.25 05/31/2025	0.00	11,988,396.86	0.00	05/31/2025	4.25	4.86	84,065.93	11,603.14	(0.00)	95,669.07
91282CHE4	US TREASURY 3.625 05/31/28	6,000,000.00	0.00	5,951,998.20	05/31/2028	3.63	3.92	16,045.08	1,216.95	0.00	17,262.03
91282CJT9	US TREASURY 4.000 01/15/27	5,000,000.00	4,971,051.24	4,975,079.28	01/15/2027	4.00	4.34	50,276.24	4,028.04	0.00	54,304.28
91282CJV4	US TREASURY 4.250 01/31/26	5,000,000.00	4,993,243.18	4,995,259.15	01/31/2026	4.25	4.41	53,418.51	2,015.97	0.00	55,434.48
91282CKA8	US TREASURY 4.125 02/15/27	5,000,000.00	4,981,216.81	4,983,712.10	02/15/2027	4.13	4.33	51,847.38	2,495.29	0.00	54,342.66
91282CLH2	US TREASURY 3.750 08/31/26	5,000,000.00	4,957,978.70	4,965,375.10	08/31/2026	3.75	4.37	46,365.49	7,396.40	0.00	53,761.89
TEXPOOL	TexPool	117,181,587.16	107,915,865.65	117,181,587.16	06/30/2025	5.34	4.35	1,252,746.74	0.00	0.00	1,252,746.74
TEXSTAR	TexSTAR	1,624,806.75	1,607,402.22	1,624,806.75	06/30/2025	5.30	4.33	17,404.53	0.00	0.00	17,404.53
TOTAL		215,470,899.41	212,683,786.56	214,981,686.67		4.73	4.32	2,188,285.41	110,664.17	(0.00)	2,298,949.58

GO 2018-PARKS

TEXSTAR	TexSTAR	293,725.29	290,596.90	293,725.29	06/30/2025	5.30	4.33	3,128.39	0.00	0.00	3,128.39
TOTAL		293,725.29	290,596.90	293,725.29		5.30	4.33	3,128.39	0.00	0.00	3,128.39

GO 2018-REC CENTER

TEXSTAR	TexSTAR	2,068,002.12	2,045,976.35	2,068,002.12	06/30/2025	5.30	4.33	22,025.77	0.00	0.00	22,025.77
TOTAL		2,068,002.12	2,045,976.35	2,068,002.12		5.30	4.33	22,025.77	0.00	0.00	22,025.77

GO 2018-SENIOR CENTER

TEXSTAR	TexSTAR	965,266.96	649,548.47	965,266.96	06/30/2025	5.30	4.33	10,522.75	0.00	0.00	10,522.75
TOTAL		965,266.96	649,548.47	965,266.96		5.30	4.33	10,522.75	0.00	0.00	10,522.75



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
GO 2018-TRANSPORTATION											
TEXSTAR	TexSTAR	2,131,424.92	2,588,033.99	2,131,424.92	06/30/2025	5.30	4.33	27,460.58	0.00	0.00	27,460.58
TOTAL		2,131,424.92	2,588,033.99	2,131,424.92		5.30	4.33	27,460.58	0.00	0.00	27,460.58
PID CRYSTAL SPRINGS											
14956P836	CAVANAL HILL:GS MM;ADMN	1,087,731.51	1,075,624.33	1,087,731.51	06/30/2025	3.51	3.57	10,796.83	0.00	0.00	10,796.83
TOTAL		1,087,731.51	1,075,624.33	1,087,731.51		3.51	3.57	10,796.83	0.00	0.00	10,796.83
PID DEERBROOKE NIA											
60934N153	FEDERATED HRMS GV O;TR	934,726.68	925,422.52	934,726.68	06/30/2025	3.67	3.73	9,164.27	0.00	0.00	9,164.27
TEXPOOL	TexPool	254.67	251.94	254.67	06/30/2025	5.34	4.35	2.73	0.00	0.00	2.73
TOTAL		934,981.35	925,674.46	934,981.35		3.67	3.73	9,167.00	0.00	0.00	9,167.00
PID DEERBROOKE SIA											
60934N153	FEDERATED HRMS GV O;TR	1,484,903.39	1,470,124.02	1,484,903.39	06/30/2025	3.67	3.73	14,559.23	0.00	0.00	14,559.23
TEXPOOL	TexPool	249,254.64	239,869.33	249,254.64	06/30/2025	5.34	4.35	2,637.02	0.00	0.00	2,637.02
TOTAL		1,734,158.03	1,709,993.35	1,734,158.03		3.91	3.82	17,196.25	0.00	0.00	17,196.25
PID OAK CREEK											
14956P836	CAVANAL HILL:GS MM;ADMN	776,204.79	767,442.86	776,204.79	06/30/2025	3.51	3.57	7,605.23	0.00	0.00	7,605.23
TOTAL		776,204.79	767,442.86	776,204.79		3.51	3.57	7,605.23	0.00	0.00	7,605.23
GRAND TOTAL		327,349,738.58	325,351,233.85	326,861,001.05		4.88	4.34	3,423,964.67	112,238.11	(0.00)	3,536,202.78

Projected Cashflows

For the Period July 01, 2025 to December 31, 2025

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
2022B FUND				
JUL 2025				
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25	07/29/2025	Coupon	237,500.00
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25	07/29/2025	Final Maturity	10,000,000.00
JUL 2025 TOTAL				10,237,500.00
2022B FUND TOTAL				10,237,500.00
GENERAL CONSOLIDATED				
JUL 2025				
3134GXZT4	FEDERAL HOME LOAN MORTGAGE CORP 4.0 07/14/2025	07/14/2025	Final Maturity	5,000,000.00
3134GXZT4	FEDERAL HOME LOAN MORTGAGE CORP 4.0 07/14/2025	07/14/2025	Coupon	100,000.00
91282CJT9	US TREASURY 4.000 01/15/27	07/15/2025	Coupon	100,000.00
91282CGH8	US TREASURY 3.500 01/31/28	07/31/2025	Coupon	87,500.00
91282CJV4	US TREASURY 4.250 01/31/26	07/31/2025	Coupon	106,250.00
JUL 2025 TOTAL				5,393,750.00
AUG 2025				
172404911B	4.76% 08/04/2025	08/04/2025	Coupon	17,847.40
172404911B	4.76% 08/04/2025	08/04/2025	Final Maturity	4,414,678.66
91282CKA8	US TREASURY 4.125 02/15/27	08/15/2025	Coupon	103,125.00
AUG 2025 TOTAL				4,535,651.06
SEP 2025				
91282CLH2	US TREASURY 3.750 08/31/26	09/02/2025	Coupon	93,750.00
3130AVBC5	FHLBANKS 4.500 03/12/27	09/12/2025	Coupon	135,000.00
3135G0Q22	FANNIE MAE 1.875 09/24/26	09/24/2025	Coupon	56,250.00
91282CGT2	US TREASURY 3.625 03/31/28	09/30/2025	Coupon	108,750.00

Projected Cashflows

For the Period July 01, 2025 to December 31, 2025

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
SEP 2025 TOTAL				393,750.00
OCT 2025				
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	10/01/2025	Coupon	121,093.75
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25	10/01/2025	Final Maturity	6,250,000.00
3133ERVU2	FED FARM CR BNKS 3.500 10/02/26	10/02/2025	Coupon	109,375.00
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26	10/24/2025	Coupon	146,250.00
OCT 2025 TOTAL				6,626,718.75
NOV 2025				
91282CFW6	US TREASURY 4.500 11/15/25	11/17/2025	Coupon	112,500.00
91282CFW6	US TREASURY 4.500 11/15/25	11/17/2025	Final Maturity	5,000,000.00
NOV 2025 TOTAL				5,112,500.00
DEC 2025				
91282CHE4	US TREASURY 3.625 05/31/28	12/01/2025	Coupon	108,750.00
3130AWKM1	FHLBANKS 4.750 12/12/25	12/12/2025	Final Maturity	5,000,000.00
3130AWKM1	FHLBANKS 4.750 12/12/25	12/12/2025	Coupon	118,750.00
DEC 2025 TOTAL				5,227,500.00
JAN 2026				
91282CJT9	US TREASURY 4.000 01/15/27	01/15/2026	Coupon	100,000.00
JAN 2026 TOTAL				100,000.00
FEB 2026				
91282CJV4	US TREASURY 4.250 01/31/26	02/02/2026	Coupon	106,250.00
91282CGH8	US TREASURY 3.500 01/31/28	02/02/2026	Coupon	87,500.00
91282CJV4	US TREASURY 4.250 01/31/26	02/02/2026	Final Maturity	5,000,000.00
91282CKA8	US TREASURY 4.125 02/15/27	02/17/2026	Coupon	103,125.00
FEB 2026 TOTAL				5,296,875.00

Projected Cashflows
For the Period July 01, 2025 to December 31, 2025

CUSIP	DESCRIPTION	POST DATE	TRANSACTION TYPE	AMOUNT
MAR 2026				
91282CLH2	US TREASURY 3.750 08/31/26	03/02/2026	Coupon	93,750.00
3130AVBC5	FHLBANKS 4.500 03/12/27	03/12/2026	Coupon	135,000.00
3135G0Q22	FANNIE MAE 1.875 09/24/26	03/24/2026	Coupon	56,250.00
91282CGT2	US TREASURY 3.625 03/31/28	03/31/2026	Coupon	108,750.00
MAR 2026 TOTAL				393,750.00
GENERAL CONSOLIDATED TOTAL				33,080,494.81
GRAND TOTAL				43,317,994.81



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
2022B FUND									
3133ERMW8	FED FARM CR BNKS 4.750 07/29/25 10,000,000.00	4.85	07/30/2024 07/29/2025	118,750.00 0.00	9,996,894.23 10,012,000.00	0.00	0.00	2,375.00 (9,600.00)	9,999,269.23 10,002,400.00
TOTAL		4.85		118,750.00 0.00	9,996,894.23 10,012,000.00	0.00	0.00	2,375.00 (9,600.00)	9,999,269.23 10,002,400.00
ARPA 2021									
TEXPOOL	TexPool 5,950,049.66	4.35	06/30/2025	63,529.49 63,529.49	5,886,520.17 5,886,520.17	63,529.49	0.00	63,529.49 63,529.49	5,950,049.66 5,950,049.66
TOTAL		4.35		63,529.49 63,529.49	5,886,520.17 5,886,520.17	63,529.49	0.00	63,529.49 63,529.49	5,950,049.66 5,950,049.66
CERTS OF OBLIGATION 2016									
TEXSTAR	TexSTAR 567,450.98	4.33	06/30/2025	6,266.55 6,266.55	605,310.05 605,310.05	0.00	(37,859.07)	(37,859.07) (37,859.07)	567,450.98 567,450.98
TOTAL		4.33		6,266.55 6,266.55	605,310.05 605,310.05	0.00	(37,859.07)	(37,859.07) (37,859.07)	567,450.98 567,450.98
CERTS OF OBLIGATION 2018A									
TEXSTAR	TexSTAR 3,071,824.49	4.33	06/30/2025	33,104.74 33,104.74	3,097,168.75 3,097,168.75	2,375.82	(27,720.08)	(25,344.26) (25,344.26)	3,071,824.49 3,071,824.49
TOTAL		4.33		33,104.74 33,104.74	3,097,168.75 3,097,168.75	2,375.82	(27,720.08)	(25,344.26) (25,344.26)	3,071,824.49 3,071,824.49
CERTS OF OBLIGATION 2018B									
TEXSTAR	TexSTAR 37,474.32	4.33	06/30/2025	411.91 411.91	41,575.41 41,575.41	267.22	(4,368.31)	(4,101.09) (4,101.09)	37,474.32 37,474.32
TOTAL		4.33		411.91 411.91	41,575.41 41,575.41	267.22	(4,368.31)	(4,101.09) (4,101.09)	37,474.32 37,474.32



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
CERTS OF OBLIGATION 2022A									
TEXPOOL	TexPool 13,225,774.34	4.35	06/30/2025	147,664.57 147,664.57	13,733,656.74 13,733,656.74	86,635.34	(594,517.74)	(507,882.40) (507,882.40)	13,225,774.34 13,225,774.34
TOTAL		4.35		147,664.57 147,664.57	13,733,656.74 13,733,656.74	86,635.34	(594,517.74)	(507,882.40) (507,882.40)	13,225,774.34 13,225,774.34
CERTS OF OBLIGATION 2022B									
TEXSTAR	TexSTAR 5,021,582.08	4.33	06/30/2025	77,991.48 77,991.48	8,005,674.08 8,005,674.08	18,761.85	(3,002,853.85)	(2,984,092.00) (2,984,092.00)	5,021,582.08 5,021,582.08
TOTAL		4.33		77,991.48 77,991.48	8,005,674.08 8,005,674.08	18,761.85	(3,002,853.85)	(2,984,092.00) (2,984,092.00)	5,021,582.08 5,021,582.08
CO 2024A									
TEXPOOL	TexPool 10,402,973.62	4.35	06/30/2025	111,251.91 111,251.91	10,318,126.44 10,318,126.44	84,847.18	0.00	84,847.18 84,847.18	10,402,973.62 10,402,973.62
TOTAL		4.35		111,251.91 111,251.91	10,318,126.44 10,318,126.44	84,847.18	0.00	84,847.18 84,847.18	10,402,973.62 10,402,973.62
CO 2024B									
TEXPOOL	TexPool 17,808,650.94	4.35	06/30/2025	185,130.94 185,130.94	15,769,696.64 15,769,696.64	2,038,954.30	0.00	2,038,954.30 2,038,954.30	17,808,650.94 17,808,650.94
91282CFW6	US TREASURY 4.500 11/15/25 5,000,000.00	4.43	11/25/2024 11/15/2025	56,084.48 112,500.00	5,002,007.04 5,009,765.65	0.00	0.00	(801.06) (7,812.50)	5,001,205.99 5,001,953.15
TOTAL		4.37		241,215.42 297,630.94	20,771,703.68 20,779,462.29	2,038,954.30	0.00	2,038,153.24 2,031,141.80	22,809,856.93 22,810,604.09
DEBT SERVICE									
TEXPOOL	TexPool 30,801,563.77	4.35	06/30/2025	327,590.39 327,590.39	30,157,927.03 30,157,927.03	643,636.74	0.00	643,636.74 643,636.74	30,801,563.77 30,801,563.77



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
TOTAL		4.35		327,590.39 327,590.39	30,157,927.03 30,157,927.03	643,636.74	0.00	643,636.74 643,636.74	30,801,563.77 30,801,563.77

GENERAL CONSOLIDATED									
91282CEH0	UNITED STATES TREASURY 2.625 04/15/2025 0.00	4.92	03/11/2024 04/15/2025	12,115.38 157,500.00	11,989,844.53 11,990,625.00	0.00	(12,000,000.00)	(11,989,844.53) (11,990,625.00)	0.00 0.00
91282CHD6	UNITED STATES TREASURY 4.25 05/31/2025 0.00	4.86	03/11/2024 05/31/2025	84,065.93 255,000.00	11,988,396.86 11,999,531.28	0.00	(12,000,000.00)	(11,988,396.86) (11,999,531.28)	0.00 0.00
3130A5R35	FEDERAL HOME LOAN BANKS 2.875 06/13/2025 0.00	4.98	12/12/2023 06/13/2025	28,750.00 71,875.00	4,979,963.62 4,984,700.00	0.00	(5,000,000.00)	(4,979,963.62) (4,984,700.00)	0.00 0.00
591508172	Frost Bank Public Fund Checking Account 138,216.95	0.00	06/30/2025	0.00 0.00	288,154.64 288,154.64	126,310.13	(276,247.82)	(149,937.69) (149,937.69)	138,216.95 138,216.95
TEXPOOL	TexPool 117,181,587.16	4.35	06/30/2025	1,252,746.74 1,252,746.74	107,915,865.65 107,915,865.65	9,639,116.93	(373,395.42)	9,265,721.51 9,265,721.51	117,181,587.16 117,181,587.16
825252877	INVESCO GOV&AGENCY;PRVT 8,600,910.28	3.94	06/30/2025	42,256.94 42,256.94	3,515,864.16 3,515,864.16	5,085,046.12	0.00	5,085,046.12 5,085,046.12	8,600,910.28 8,600,910.28
TEXSTAR	TexSTAR 1,624,806.75	4.33	06/30/2025	17,404.53 17,404.53	1,607,402.22 1,607,402.22	17,404.53	0.00	17,404.53 17,404.53	1,624,806.75 1,624,806.75
49-4797-0104	PNC Corporate Business Account 871.24	0.00	05/31/2023 06/30/2025	0.00 0.00	887.66 887.66	0.00	(16.42)	(16.42) (16.42)	871.24 871.24
3111062380	Texas Capital Bank GNI Tiered Money Market 224,250.07	0.00	06/30/2025	1,453.77 1,453.77	222,796.30 222,796.30	1,453.77	0.00	1,453.77 1,453.77	224,250.07 224,250.07
26MEED	NexBank IntraFi Cash Service 5,785,578.30	4.45	06/30/2025	64,158.24 64,158.24	5,721,420.06 5,721,420.06	64,158.24	0.00	64,158.24 64,158.24	5,785,578.30 5,785,578.30
3134GXZT4	FEDERAL HOME LOAN MORT- GAGE CORP 4.0 07/14/2025 5,000,000.00	4.00	06/14/2022 07/14/2025	50,000.00 0.00	5,000,000.00 4,991,350.00	0.00	0.00	0.00 7,600.00	5,000,000.00 4,998,950.00
172404911B	East West Bank 4.76% 08/04/2025 4,227,629.43	4.76	08/03/2024 08/04/2025	49,715.76 50,267.09	4,227,629.43 4,227,629.43	0.00	0.00	0.00 0.00	4,227,629.43 4,227,629.43
172404911B	East West Bank 4.76% 08/04/2025 17,465.22	4.76	01/03/2025 08/04/2025	205.39 207.66	17,465.22 17,465.22	0.00	0.00	0.00 0.00	17,465.22 17,465.22
172404911B	East West Bank 4.76% 08/04/2025 16,633.98	4.76	09/03/2024 08/04/2025	195.61 197.78	16,633.98 16,633.98	0.00	0.00	0.00 0.00	16,633.98 16,633.98
172404911B	East West Bank 4.76% 08/04/2025 17,740.68	4.76	05/03/2025 08/04/2025	132.01 69.54	0.00 0.00	17,740.68	0.00	17,740.68 17,740.68	17,740.68 17,740.68
172404911B	East West Bank 4.76% 08/04/2025 16,017.78	4.76	08/31/2024 08/04/2025	188.36 190.45	16,017.78 16,017.78	0.00	0.00	0.00 0.00	16,017.78 16,017.78



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
172404911B	East West Bank 4.76% 08/04/2025 17,394.77	4.76	12/03/2024 08/04/2025	204.56 206.83	17,394.77 17,394.77	0.00	0.00	0.00 0.00	17,394.77 17,394.77
172404911B	East West Bank 4.76% 08/04/2025 34,023.77	4.76	11/04/2024 08/04/2025	400.11 404.55	34,023.77 34,023.77	0.00	0.00	0.00 0.00	34,023.77 34,023.77
172404911B	East West Bank 4.76% 08/04/2025 17,600.11	4.76	03/03/2025 08/04/2025	206.97 209.27	17,600.11 17,600.11	0.00	0.00	0.00 0.00	17,600.11 17,600.11
172404911B	East West Bank 4.76% 08/04/2025 15,835.85	4.76	02/03/2025 08/04/2025	186.23 188.29	15,835.85 15,835.85	0.00	0.00	0.00 0.00	15,835.85 15,835.85
172404911B	East West Bank 4.76% 08/04/2025 17,100.25	4.76	04/03/2025 08/04/2025	196.51 136.30	0.00 0.00	17,100.25	0.00	17,100.25 17,100.25	17,100.25 17,100.25
172404911B	East West Bank 4.76% 08/04/2025 17,236.82	4.76	06/03/2025 08/04/2025	60.69 0.00	0.00 0.00	17,236.82	0.00	17,236.82 17,236.82	17,236.82 17,236.82
3133ERWP2	FED FARM CR BNKS 3.875 10/01/25 6,250,000.00	3.99	10/04/2024 10/01/2025	60,546.87 119,075.52	6,246,619.30 6,237,312.50	0.00	0.00	1,681.11 6,250.00	6,248,300.41 6,243,562.50
3130AWKM1	FHLBANKS 4.750 12/12/25 5,000,000.00	4.30	01/16/2024 12/12/2025	59,375.00 118,750.00	5,014,821.88 5,017,200.00	0.00	0.00	(5,289.38) (9,150.00)	5,009,532.50 5,008,050.00
91282CJV4	US TREASURY 4.250 01/31/26 5,000,000.00	4.41	11/25/2024 01/31/2026	53,418.51 0.00	4,993,243.18 5,005,078.15	0.00	0.00	2,015.97 (5,078.15)	4,995,259.15 5,000,000.00
3133ERCP4	FED FARM CR BNKS 4.875 04/24/26 6,000,000.00	5.04	04/29/2024 04/24/2026	73,125.00 146,250.00	5,990,334.79 6,044,100.00	0.00	0.00	2,266.84 (11,940.00)	5,992,601.63 6,032,160.00
91282CLH2	US TREASURY 3.750 08/31/26 5,000,000.00	4.37	11/25/2024 08/31/2026	46,365.49 0.00	4,957,978.70 4,984,765.65	0.00	0.00	7,396.40 3,125.00	4,965,375.10 4,987,890.65
3135G0Q22	FANNIE MAE 1.875 09/24/26 6,000,000.00	4.96	04/26/2024 09/24/2026	28,125.00 0.00	5,744,962.41 5,819,340.00	0.00	0.00	42,899.11 36,120.00	5,787,861.52 5,855,460.00
3133ERVU2	FED FARM CR BNKS 3.500 10/02/26 6,250,000.00	3.68	10/04/2024 10/02/2026	54,687.50 109,375.00	6,234,040.92 6,204,687.50	0.00	0.00	2,645.31 13,500.00	6,236,686.23 6,218,187.50
91282CJT9	US TREASURY 4.000 01/15/27 5,000,000.00	4.34	11/25/2024 01/15/2027	50,276.24 0.00	4,971,051.24 5,005,468.75	0.00	0.00	4,028.04 6,640.65	4,975,079.28 5,012,109.40
91282CKA8	US TREASURY 4.125 02/15/27 5,000,000.00	4.33	11/25/2024 02/15/2027	51,847.38 0.00	4,981,216.81 5,017,773.45	0.00	0.00	2,495.29 6,445.30	4,983,712.10 5,024,218.75
3130AVBC5	FHLBANKS 4.500 03/12/27 6,000,000.00	4.90	04/29/2024 03/12/2027	67,500.00 0.00	5,956,320.72 6,065,940.00	0.00	0.00	5,598.33 1,080.00	5,961,919.05 6,067,020.00
91282CGH8	US TREASURY 3.500 01/31/28 5,000,000.00	3.94	06/18/2025 01/31/2028	6,284.53 0.00	0.00 0.00	4,945,312.50	0.00	4,946,055.38 4,975,000.00	4,946,055.38 4,975,000.00
91282CGT2	US TREASURY 3.625 03/31/28 6,000,000.00	3.91	06/04/2025 03/31/2028	16,045.08 0.00	0.00 0.00	5,955,234.38	0.00	5,956,406.71 5,989,687.50	5,956,406.71 5,989,687.50
91282CHE4	US TREASURY 3.625 05/31/28 6,000,000.00	3.92	06/04/2025 05/31/2028	16,045.08 0.00	0.00 0.00	5,950,781.25	0.00	5,951,998.20 5,987,343.78	5,951,998.20 5,987,343.78
TOTAL		4.32		2,188,285.41 2,407,923.49	212,683,786.56 213,002,863.88	31,836,895.60	(29,649,659.66)	2,297,900.11 2,367,675.61	214,981,686.67 215,370,539.49



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
GO 2018-PARKS									
TEXSTAR	TexSTAR 293,725.29	4.33	06/30/2025	3,128.39 3,128.39	290,596.90 290,596.90	3,128.39	0.00	3,128.39 3,128.39	293,725.29 293,725.29
TOTAL		4.33		3,128.39 3,128.39	290,596.90 290,596.90	3,128.39	0.00	3,128.39 3,128.39	293,725.29 293,725.29
GO 2018-REC CENTER									
TEXSTAR	TexSTAR 2,068,002.12	4.33	06/30/2025	22,025.77 22,025.77	2,045,976.35 2,045,976.35	22,025.77	0.00	22,025.77 22,025.77	2,068,002.12 2,068,002.12
TOTAL		4.33		22,025.77 22,025.77	2,045,976.35 2,045,976.35	22,025.77	0.00	22,025.77 22,025.77	2,068,002.12 2,068,002.12
GO 2018-SENIOR CENTER									
TEXSTAR	TexSTAR 965,266.96	4.33	06/30/2025	10,522.75 10,522.75	649,548.47 649,548.47	856,083.79	(540,365.30)	315,718.49 315,718.49	965,266.96 965,266.96
TOTAL		4.33		10,522.75 10,522.75	649,548.47 649,548.47	856,083.79	(540,365.30)	315,718.49 315,718.49	965,266.96 965,266.96
GO									
TEXSTAR	TexSTAR 2,131,424.92	4.33	06/30/2025	27,460.58 27,460.58	2,588,033.99 2,588,033.99	18,683.27	(475,292.34)	(456,609.07) (456,609.07)	2,131,424.92 2,131,424.92
TOTAL		4.33		27,460.58 27,460.58	2,588,033.99 2,588,033.99	18,683.27	(475,292.34)	(456,609.07) (456,609.07)	2,131,424.92 2,131,424.92
PID CRYSTAL SPRINGS									
14956P836	CAVANAL HILL:GS MM;ADMN 1,087,731.51	3.57	06/30/2025	10,796.83 10,796.83	1,075,624.33 1,075,624.33	12,107.18	0.00	12,107.18 12,107.18	1,087,731.51 1,087,731.51
TOTAL		3.57		10,796.83 10,796.83	1,075,624.33 1,075,624.33	12,107.18	0.00	12,107.18 12,107.18	1,087,731.51 1,087,731.51



Change in Value

IDENTIFIER	ISSUER PAR VALUE	YIELD	TRADE DATE MATURITY DATE	INTEREST ACCRUAL INTEREST RECEIVED	BEGINNING BOOK VALUE BEGINNING MARKET VALUE	PURCHASES/ ADDITIONS	REDEMPTIONS	CHANGE IN BOOK VALUE CHANGE IN MARKET VALUE	ENDING BOOK VALUE ENDING MARKET VALUE
PID DEERBROOKE NIA									
TEXPOOL	TexPool 254.67	4.35	06/30/2025	2.73 2.73	251.94 251.94	2.73	0.00	2.73 2.73	254.67 254.67
60934N153	FEDERATED HRMS GV O;TR 934,726.68	3.73	06/30/2025	9,164.27 9,164.27	925,422.52 925,422.52	9,304.16	0.00	9,304.16 9,304.16	934,726.68 934,726.68
TOTAL		3.73		9,167.00 9,167.00	925,674.46 925,674.46	9,306.89	0.00	9,306.89 9,306.89	934,981.35 934,981.35
PID DEERBROOKE SIA									
60934N153	FEDERATED HRMS GV O;TR 1,484,903.39	3.73	06/30/2025	14,559.23 14,559.23	1,470,124.02 1,470,124.02	14,779.37	0.00	14,779.37 14,779.37	1,484,903.39 1,484,903.39
TEXPOOL	TexPool 249,254.64	4.35	06/30/2025	2,637.02 2,637.02	239,869.33 239,869.33	9,385.31	0.00	9,385.31 9,385.31	249,254.64 249,254.64
TOTAL		3.82		17,196.25 17,196.25	1,709,993.35 1,709,993.35	24,164.68	0.00	24,164.68 24,164.68	1,734,158.03 1,734,158.03
PID OAK CREEK									
14956P836	CAVANAL HILL-GS MM;ADMN 776,204.79	3.57	06/30/2025	7,605.23 7,605.23	767,442.86 767,442.86	8,761.93	0.00	8,761.93 8,761.93	776,204.79 776,204.79
TOTAL		3.57		7,605.23 7,605.23	767,442.86 767,442.86	8,761.93	0.00	8,761.93 8,761.93	776,204.79 776,204.79
GRAND TOTAL		4.34		3,423,964.67 3,581,268.27	325,351,233.85 325,693,175.55	35,730,165.44	(34,332,636.35)	1,509,767.20 1,560,556.26	326,861,001.05 327,253,731.81

Disclosure

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data has been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by Meeder. This information is provided as a client convenience and Meeder assumes no responsibility for performance of these accounts or the accuracy of the data reported.

Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.

Investment advisory services provided by Meeder Public Funds, Inc. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

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EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Approval of a Resolution adopting an Investment Policy and Strategy for the City of Leander.

BACKGROUND:

State law requires that the governing body annually review and approve the City's public funds Investment Policy and Strategy ("Policy"). The City's investment advisor, Meeder Public Funds, has reviewed the current policy and provided recommendations resulting in updates to the City's Authorized Broker/Dealer list. Qualified Broker/Dealers are listed in Exhibit B of the policy. These are firms who have requested to be qualified bidders for securities transactions and will be eligible to submit bids for future City financial transactions.

The purpose of the Policy is to establish standards for pledged collateral for City funds and the methods, procedures, and practices used to safeguard City funds and facilitate the City's liquidity and cash flow requirements. The Policy is applicable to all the City's funds.

Cash management and investment strategies are established to meet the following objectives, listed in order of priority:

1. Safety,
2. Liquidity,
3. Diversification.
4. Public Trust, and
5. Yield.

The Policy also provides guidelines for portfolio management and authorizes investments under specific conditions. In addition, it establishes parameters for investments that include maximum maturities and diversification of the portfolio.

Other important components of the Policy are provisions for the safekeeping of securities and collateral, performance parameters for investments, and a quarterly reporting requirement to the City Council.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend Approval.

PRESENTER:

Otis Williams, Chief Financial Officer
Jodi Levie, Deputy Chief Financial Officer

Fiscal Impact

Attachments:

1. Resolution and Investment Policy
2. Redline Exhibit B Authorized Broker Dealer List

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

**A RESOLUTION ADOPTING AN INVESTMENT POLICY, INVESTMENT STRATEGY
AND BROKER / DEALER LIST FOR THE CITY OF LEANDER, TEXAS**

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005a) requires the City Council to adopt an investment policy and investment strategies by rule, order, ordinance or resolution governing the investment of funds under its control; and

WHEREAS, the Public Funds Investment Act (Section 2256.025) requires the City Council to adopt a list of authorized broker/dealers; and

WHEREAS, the Public Fund Investment Act (Section 2256.005e), requires the resolution approving the policy and strategy to record any changes made thereto; and

WHEREAS, the City has chosen to make certain changes material to the Policy to include the following;

Amended the authorized Broker / Dealer list.

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

SECTION 1. The City of Leander, having complied with the requirements of the Public Funds Investment Act, hereby adopts the Investment Policy and Strategy, as amended, attached hereto as Exhibit A, and the Authorized Broker / Dealer List, as amended, attached hereto as Exhibit B.

SECTION 2. The City Council hereby appoints the Chief Financial Officer, Deputy Chief Financial Officer, and City Manager as Investment Officers of the City.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Leander this the 2nd day of October, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Debora Penberg, Sr. Deputy City Secretary

Christine DeLisle, Mayor

**CITY OF LEANDER, TEXAS
INVESTMENT POLICY AND STRATEGY**

I. POLICY

It is the policy of the City of Leander that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risk of investment, all available funds shall be invested in conformance with these legal and administrative guidelines, seeking to optimize interest earnings to the maximum extent possible.

Effective cash management is recognized as essential to good fiscal management. Investment interest is a source of revenue to City Funds. The City's investment portfolio shall be designed and managed in a manner designed to maximize this revenue source, to be responsive to public trust, and to be in compliance with legal requirements and limitations. Investments shall be made with the primary objectives of:

- a) **Safety** and preservation of principal
- b) Maintenance of sufficient **liquidity** to meet operating needs
- c) **Diversification** of assets
- d) **Public trust** from prudent investment activities
- e) Optimization of **interest earnings** on the portfolio

II. PURPOSE

This investment policy complies with the Public Funds Investment Act, Chapter 2256 of the Government Code (the "Act"), which requires each governmental to adopt a written investment policy regarding the investment of its funds and funds under its control and is designed to secure all funds of the City. The Policy also complies with the Public Funds Collateral Act (Chapter 2257) which establishes standards for pledged collateral. The Investment Policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City's Funds.

III. SCOPE

This Investment Policy shall govern the investment of all financial assets of the City. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- a) General Fund
- b) Special Revenue Funds (when applicable)
- c) Capital Projects Funds
- d) Enterprise Funds
- e) Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately.
- f) Debt Service Funds, including reserves and sinking funds, to the extent not required by law or existing contract to be kept segregated and managed separately.
- g) Any new fund created by the City, unless specifically exempted from this policy by the City Council or by law.

The City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

This Investment Policy shall apply to all transactions involving the financial assets and related activity for all the foregoing funds. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation programs.

IV. INVESTMENT OBJECTIVES AND STRATEGY

The City shall manage and invest its cash with five primary objectives, listed in order of priority: **safety, liquidity, diversification, public trust, and yield, expressed as optimization of interest earnings.** The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The City shall maintain a comprehensive cash management program, which includes collection of account receivables, vendor payments in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum earnings on short-term investment of idle cash.

A. Objectives

1. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit and interest rate risk.

- a) **Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment, by:
 - 1) Limiting investments to the safest types of investments.
 - 2) Pre-qualifying the financial institutions and broker/dealers with which the City will do business.
 - 3) Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.
- b) **Interest Rate Risk** – the City will minimize the risk that the interest earnings and the market value of investments in the portfolio will fall due to changes in general interest rates, by:
 - 1) Structuring the investment portfolio so that investments mature to meet cash requirements for ongoing operations, thereby avoiding the need to liquidate investments prior to maturity.
 - 2) Investing operating funds primarily in certificates of deposit, shorter term securities, money market mutual funds, or local government investment pools functioning as money market mutual funds.
 - 3) Diversifying maturities and staggering purchase dates to minimize the impact of market movements over time.

2. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that investments mature concurrent with cash needs to meet anticipated demands. Because all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in shares of money market mutual funds or local government investment pools that offer same-day liquidity.

3. Diversification

The City's portfolio shall be diversified by market sector, issuer, and maturity to spread risk and manage market risk.

4. Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment officers shall avoid any transaction that might impair public confidence in the City's ability to govern effectively.

5. Yield

The investment portfolio shall be designed with the objective of attaining a reasonable market yield throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above.

B. Strategy

The following investment strategy has been designed to accomplish these objectives:

1. The City will invest in short and intermediate securities and investments which are highly credit worthy and mature within three years. The City will invest only in securities specified by this Policy.
2. At all times, the City shall maintain a cash position sufficient to meet daily liquidity requirements. This will be accomplished by maintaining approximately 15 percent of the total portfolio in money market funds, local government investment pools, and interest-bearing accounts. The City may also position investments to provide funding for anticipated or predictable obligations such as debt service payments.
3. The City shall not exceed a weighted average maturity of two years for the total portfolio.

V. RESPONSIBILITY AND CONTROL

A. Delegation of Authority

In accordance with the City of Leander and the Act, the City Council will designate the City's Investment Officer(s) by resolution. An Investment Officer is authorized to execute investment transactions on behalf of the City and may deposit, withdraw, transfer or manage funds for investment purposes. Only the investment officer may engage in an investment transaction or the management of City funds after designation by the Council. The City may further contract with a non-discretionary registered investment adviser to advise in the management of the City's portfolio.

The investment authority granted to the investing officers is effective until rescinded by the City Council.

B. Quality and Capability of Investment Management

The City shall provide for periodic training in investments for the designated investment officers and other investment personnel through courses and seminars offered by professional organizations, associations, and other independent sources in order to insure the quality and capability of investment management in compliance with the Act.

C. Training Requirement

In accordance with the City of Leander and the Act, designated Investment Officers shall attend eight (8) hours of investment training every two fiscal years relating to investment risks and responsibilities as specified in the Act. A newly appointed Investment Officer must attend a training session of at least 10 hours of instruction within twelve months of the date the officer took office or assumed the officer's duties. The investment training session shall be provided by an independent source approved by the City Council. For purposes of this policy, an "independent source" from which investment training shall be obtained include a professional organization, an institution of higher education or any other sponsor other than a business organization with whom the City may engage in an investment transaction.

D. Internal Controls

The Chief Financial Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Chief Financial Officer shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points.

- a) Control of collusion.
- b) Separation of transactions authority from accounting and record safekeeping.
- c) Clear delegation of authority to subordinate staff members.
- d) Documentation of all transactions for investments and wire transfers.

1. Monitoring FDIC Bank Status

The Investment Officer or Investment Advisor shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CDs owned based upon information from the FDIC. If any bank has been acquired or merged with another bank in which brokered CDs are owned, the Investment Officer shall immediately liquidate any brokered CD which places the City above the FDIC insurance limit.

2. Monitoring Credit Ratings

All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating. The Investment Officer or Investment Advisor, shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by this Policy, the Investment Officer shall immediately sell the security, if possible, regardless of a loss of principal.

3. Prudence

The standard of prudence to be applied by the Investment Officer shall be the “prudent investor” rule. This rule states that “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.”

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- a) The investment of all funds, or funds under the City’s control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- b) Whether the investment decision was consistent with the written approved investment policy of the City.

4. Indemnification

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally liable for a specific investment’s credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

5. Ethics and Conflicts of Interest

Investment Officers and employees involved in the investment process shall refrain from personal business activity that would conflict with the proper execution and management of the investment program, or that would impair their ability to make impartial decisions. Employees and Investment Officers shall disclose any material interests in financial institutions or counter-parties with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with which business is conducted on behalf of the City.

An Investment Officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest to the City Manager.

In addition, an Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council. For this purpose, a personal business relationship shall be defined as:

- a) Owning 10% or more of the voting stock of the firm
- b) Owning \$5,000 or more of the fair market value of the firm
- c) Receiving more than 10% of the Officer's annual income from the firm, or
- d) Having acquired \$2,500 or more from the firm in the Officer's personal account.

VI. SUITABLE AND AUTHORIZED INVESTMENTS

A. Portfolio Management

The City currently has a "buy and hold" portfolio strategy. Maturity dates are matched with cash flow requirements and investments are purchased with the intent to be held until maturity. However, investments may be liquidated prior to maturity for the following reasons:

- 1) An investment with declining credit may be liquidated early to minimize loss of principal.
- 2) Cash flow needs of the City require that the investment be liquidated.

B. Investments

City funds governed by this policy may be invested only in the instruments described below, all of which are authorized by the Act. Investment of City funds in any instrument or security not authorized under this Policy is prohibited. The City will not be required to liquidate an investment that becomes unauthorized subsequent to its purchase.

1) Authorized

- a) Obligations of the United States of America, its agencies and instrumentalities, excluding mortgage backed securities, with a stated final maturity not to exceed three years.
- b) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than AA- or its equivalent, with a stated final maturity not to exceed three years.
- c) Depository Certificates of Deposit issued by a bank or savings bank doing business in Texas that is insured by the Federal Deposit Insurance or its successor or secured by obligations in a manner and amount provided by law and this policy for deposits of the City.
- d) Money Market Mutual Funds that 1) are registered and regulated by the Securities and Exchange Commission, 2) have a dollar weighted average stated maturity of 60 days or less, 3) are rated AAA by at least one nationally recognized rating service, 4) seek to maintain a net asset value of \$1.00 per share; and 5) are in compliance with SEC Rule 2a-7
- e) Texas local government investment pools, which 1) meet the requirements of the Act, 2) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, 3) must maintain a maximum average dollar weighted maturity of 60 days, 4) seek to maintain a \$1.00 net asset value, 5) be

authorized by resolution or ordinance of the City Council; and 6) are in compliance with SEC Rule 2a-7.

- f) Fully collateralized repurchase agreements with a bank in Texas or a primary dealer, executed under the Bond Market Master Repurchase Agreement in accordance with the Act not to exceed 120 days. Flex repurchase agreements may be used for bond proceeds and may exceed 120 days but must be matched to the projected expenditures of the funds.
- g) FDIC insured “brokered certificates of deposit” securities from a bank in any US state, delivered versus payment to the City’s safekeeping agent, not to exceed one year to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank (at www.fdic.gov) to assure that the bank is FDIC insured.
- h) FDIC insured or collateralized interest bearing accounts in any bank in Texas.
- i) SEC registered, A1/P1 rated commercial paper with a maturity not more than 270 days.

2) Not Authorized

- a) Interest-only or principal-only mortgage-backed securities, collateralized mortgage obligations with an inverse floating interest rate or a maturity date of over 10 years are strictly prohibited.

VII. INVESTMENT PARAMETERS

A. Maximum Maturities

The longer the maturity of investments the greater their potential price volatility, therefore it is the City’s policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risk caused by changes in interest rates.

The City attempts to match its investments with anticipated cash flow requirements. The City will not directly invest in securities maturing more than three (3) years from the date of purchase; however, the above described obligations, certificates, or agreements may be collateralized using longer dated investments.

Because no secondary market exists for repurchase agreements, the maximum maturity shall be 120 days except in the case of a flexible repurchase agreement for bond proceeds. The maximum maturity for such an investment shall be determined in accordance with project cash flow projections and the requirements of the governing bond ordinance.

The composite portfolio will have a maximum weighted average maturity of two years. This dollar-weighted average maturity will be calculated using the stated final maturity dates of each security.

B. Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines;

- 1) Limiting investments to avoid over concentration in investments from a specific issuer or business sector (excluding U.S. Treasury securities and certificates of deposit that are fully insured and collateralized in accordance with state and federal law),
- 2) Limiting investment in investments that have higher credit risks,
- 3) Investing in investments with varying maturities, and
- 4) Continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

VIII. AUTHORIZED BANKS AND DEALERS

A. Depository

At least every five years, a banking services depository shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP). The selection of a depository will be determined by competitive bid and evaluation of bids will be based on the following selection criteria:

- 1) The ability to qualify as a depository for public funds in accordance with state law.
- 2) The ability to provide requested information or financial statements for the periods specified.
- 3) The ability to meet all requirements in the banking RFP.
- 4) Complete response to all required items on the bid form.
- 5) Lowest net banking service cost, consistent with the ability to provide an appropriate level of service.

B. Authorized Brokers / Dealers

The City Council shall, at least annually, review, revise, and adopt a list of qualified broker/dealers authorized to engage in securities transactions with the City.

Those firms that request to become qualified bidders for securities transactions will be required to provide a completed broker/dealer questionnaire that provides information regarding creditworthiness, experience and reputation. Authorized firms may include brokers, primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories. All broker/dealers will be provided with a copy of the then-current investment policy.

All local government investment pools, must sign a certification acknowledging that the pool has received and reviewed the City's Investment Policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the City's policy.

C. Competitive Bids

It is the policy of the City to require competitive bidding for all individual security purchases and sales except for transactions with money market mutual funds and local government investment pools. Treasury and agency securities purchased at issue through an approved broker/dealer or financial institution must still be compared to alternatives in the secondary market.

D. Delivery vs. Payment

Securities shall be purchased using the **delivery vs. payment** method with the exception of investment pools and money market mutual funds. Funds will be released after notification that the purchased security has been received.

IX. SAFEKEEPING OF SECURITIES AND COLLATERAL

A. Safekeeping and Custodian Agreements

The City shall contract with a bank or banks for the safekeeping of securities owned by the City as part of its investment portfolio. The City will approve the Custodian for pledged collateral to secure demand or time deposits. Securities owned by the City shall be held for the City as evidenced by safekeeping receipts of the safekeeping institution.

An independent third party Custodian for collateral will be approved by the City. Collateral for deposits will be evidenced by original safekeeping receipts from the Custodian in which the collateral is held. Collateral must be held by an independent bank outside the holding company of the depository, a Federal Reserve Bank, or a Federal Home Loan Bank.

B. Collateral Policy

Consistent with the requirements of the Public Funds Collateral Act (Gov't Code 2257), it is the policy of the City to require full collateralization of all City funds on all time and demand deposits with any depository bank. In order to anticipate market and provide a of security for all funds, the market value of the collateral will be 102% of principal and accrued interest on the deposits less an amount insured by the FDIC daily.

At its discretion, the City may require a higher level of collateralization for certain investment securities. The Chief Financial Officer is responsible for entering into collateralization agreements with third party custodians in compliance with this policy. The acceptable investment securities for collateral are:

- 1) Obligations of the US Government, its agencies and instrumentalities including mortgage backed securities and CMOs passing the bank test.
- 2) Obligations of any state or local government rated AA or better by at least two national recognized rating agencies.
- 3) Letters of credit from the FHLB.

Preference will be given to pledged securities rather than letters of credit. The collateral agreement shall include provisions relating to possession of the collateral, the substitution or release of investment securities, pledge of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City directly from the Custodian and retained. The custodian shall provide a monthly report of collateral directly to the City. Collateral shall be reviewed at least quarterly by the City to assure the market value of the pledged securities is adequate.

Subject to Audit

All collateral shall be subject to inspection and audit by the Chief Financial Officer or the City's independent auditors.

X. PERFORMANCE

A. Performance Standards

The City's investment portfolio will be managed in accordance with the parameters specified within this Policy. The portfolio shall be designed with the objective of obtaining a reasonable yield through budgetary and economic cycles, commensurate with the investment risk constraints and the cash flow requirements of the City. Quarterly reports will provide performance information comparing the City's yield to the one year Treasury Bill which will be the benchmark for the portfolio in keeping with its one year maximum weighted average maturity.

It is the policy of the City to purchase investments with maturity dates coinciding with cash flow needs. Through this strategy, the City shall seek to optimize interest earnings utilizing allowable investments available on the market at that time. Market values will be reported, at a minimum, on a quarterly basis on all securities owned and compared to current amortized book value.

XI. REPORTING

The Investment Officer shall prepare and sign an investment report on a quarterly basis that summarizes investment strategies employed in the most recent quarter and describes the portfolio in terms of investment securities, maturities, and shall explain the average investment yield for the quarter.

The quarterly investment report shall include a summary statement of investment activity prepared in compliance with generally accepted accounting principles and the Act. This summary will be prepared in a manner that will allow the City to ascertain whether investments activities during the reporting period have complied with the Investment Policy. The report will be provided to the City Council on a timely basis. The report will include the following:

- 1) A listing of individual securities held at the end of the reporting period.
- 2) Realized and unrealized gains or losses.
- 3) A listing of the beginning and ending book and market value of securities for the period.
- 4) Additions and changes to the market value during the period.
- 5) Average weighted yield to maturity of portfolio as compared to applicable benchmark.
- 6) Listing of investments by maturity date.
- 7) Fully accrued and amortized interest and earnings for the reporting period.
- 8) A comparison to performance benchmarks for the period.
- 9) The percentage of the total portfolio that each type of investment represents.
- 10) Statement of compliance of the City's investment portfolio with the Act and the Investment Strategy and Policy approved by the City Council.

An independent auditor will perform a formal annual review of the quarterly reports.

A. Monitoring Market Value

Market value of all securities in the portfolio will be determined on a quarterly basis at a minimum. These values will be obtained from a reputable and independent source and disclosed to the governing body quarterly in a written report.

XII. INVESTMENT POLICY ADOPTION

The City's Investment Policy and Strategy shall be adopted by resolution of the City Council at least annually. It is the City's intent to comply with state laws and regulations. The City's Investment Policy and Strategy shall be subject to revisions consistent with changing laws, regulations, and needs of the City. The City Council shall adopt a resolution stating that it has reviewed the policy and investment strategies annually and include any changes or modifications to the Policy or Strategy.

EXHIBIT B**City of Leander, Texas
Authorized Broker / Dealer List**

October 2025

The authorized broker/dealer list for the City of Leander is shown below. Each of these firms, and the individual covering the account, are sent the current Investment Policy.

The City's Policy establishes specific criteria for the brokers and requires that the list of broker/dealers be approved annually by the City Council. The City's Investment Advisor, Meeder Public Funds, Inc., maintains the brokerage compliance files for the City.

When any material changes are made to the Investment Policy, the new Policy is sent out to all broker/dealer and pools.

Academy Securities ²	Keybanc Capital Markets
Alam Capital ²	MarketAxess Corporation
Arbor Research & Trading, LLC	Mizuho Securities ¹
Bank of America/Merrill Lynch ¹	Moreton Capital Markets
Barclays Capital Inc. ¹	Morgan Stanley ¹
Blaylock Van, LLC ²	Multi-Bank Securities ²
BMO Capital Markets ¹	Oppenheimer
BNY Capital Markets	Piper Sandler & Co
BOK Financial	PNC Capital Markets LLC
Brean Capital	Raymond James
Cantor Fitzgerald & Co. ¹	RBC Securities ¹
CastleOak Securities ²	Rice Financial
Citigroup Global Markets Inc ¹	Robert W. Baird
D.A. Davidson	Santander US Capital Markets ¹
Daiwa Capital Markets ¹	Siebert Williams Shank ²
FHN Financial	Stephens Inc
Goldman Sachs & Co. ¹	Stifel Nicolaus
Great Pacific ²	StoneX Group Inc.
Hilltop Securities	TD Securities ¹
Huntington Bank	TRUIST Securities Inc. (formally Suntrust)
InspereX (formerly InCapital)	UBS Financial ¹
Jane Street	UMB Financial Services
Jefferies ¹	U.S. Bancorp Investments
JPMorgan Securities ¹	Wells Fargo ¹
Loop Capital Markets	

Note: Direct issuers of CP and CDs are considered to be approved counterparties if approved as an issuer.

1 Primary Government Securities Dealer

2 Minority, Woman owned, or Service Disabled-Veteran owned Enterprise

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Authorized Broker / Dealer List**

October 2025

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Academy Securities ²	MarketAxess Corporation Keybank Capital Markets
Alamo Capital²	MarketAxess Corporation
Arbor Research & Trading, LLC	Mizuho Securities ¹
Bank of America/Merrill Lynch ¹	Moreton Capital Markets _____
Barclays Capital Inc. ¹	Morgan Stanley ¹
Blaylock Van, LLC ²	Multi-Bank Securities ²
BMO Capital Markets ¹	Oppenheimer
BNY Capital Markets	Piper Sandler & Co
BOK Financial	PNC Capital Markets LLC
Brean Capital	Raymond James
Cantor Fitzgerald & Co. ¹	RBC Securities ¹
CastleOak Securities ²	Rice Financial
Citigroup Global Markets Inc ¹	Robert W. Baird
D.A. Davidson	Santander US Capital Markets ¹
Daiwa Capital Markets ¹	Siebert Williams Shank ²
FHN Financial	Stephens Inc
Goldman Sachs & Co. ¹	Stifel Nicolaus
Great Pacific ²	StoneX Group Inc.
Hilltop Securities	TD Securities ¹
Huntington Bank	TRUIST Securities Inc. (formally Suntrust)
InspireX (formerly InCapital)	UBS Financial ¹
Jane Street	UMB Financial Services
Jefferies ¹	UMB Financial Services U.S. Bancorp Investments
JPMorgan Securities ¹	U.S. Bancorp Investments Wells Fargo¹

~~Keybank Capital Markets~~ Loop Capital ~~Wells Fargo~~¹
Markets
~~Loop Capital Markets~~

Note: Direct issuers of CP and CDs are considered to be approved counterparties if approved as an issuer.

1 Primary Government Securities Dealer

2 Minority, Woman owned, or Service Disabled-Veteran owned Enterprise



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Approval of the License Agreement renewal with ESRI for a three-year (3) term for the Geographic Information System (GIS) software in the amount of \$191,063.29 for the term of the contract; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

City staff requests approval to renew the City's license agreement with ESRI for the geographic information system (GIS) software. The GIS system is used to create, manage, analyze, and map all types of data. It connects location data (where things are) with descriptive information (what things are like there), providing a foundation for mapping and analysis used in various fields such as science, urban planning, and environmental management. GIS helps visualize complex problems, monitor changes, and forecast events, making it a vital tool for decision-making.

This contract provides GIS software for more than 100 members of City staff in both online and desktop formats. It also enables the use of tools, software, and credits necessary to provide both internal GIS server licensing, and public-facing mapping and data. The software is used for many aspects of City services, including building, infrastructure and utility mapping, 911 addressing, emergency services support, and other direct and indirectly supported GIS initiatives throughout the organization.

There is an additional charge for the first year of the contract due to the fact that it includes an additional three (3) months of prorated costs and covers the period from October 4, 2025, through December 2, 2026. Thereafter, the contract years will run from December 1 to November 29. This change in the contract year will enable smoother licensing by moving the renewal date past the start of the City's fiscal year.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Victor Castillo, Purchasing Manager

Fiscal Impact

Amount requested:

\$191,063.29

<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:

1. Agreement

Addendum

To SGEA No. 00343384.0



This Addendum (“**Addendum**”) forms part of the **Small Enterprise Agreement County and Municipality Government 00343384.0** (“**Agreement**” or “**SGEA**”) entered into by and between **City of Leander** (“**Customer**”) and **Environmental Systems Research Institute, Inc.** (“**Esri**”). Notwithstanding the Agreement’s statement that “no modifications can be made to this Agreement,” Customer and Esri agree to the following additional terms and conditions:

1. Esri certifies that the Esri and all wholly owned subsidiary, majority-owned subsidiary, parent company and affiliates of Esri 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, Esri certifies that the Esri and all wholly owned subsidiary, majority-owned subsidiary, parent companies and affiliates of Esri 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.
2. Esri certifies that neither Esri nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Esri (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.
3. Esri certifies that Esri nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Esri is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code. Further, Esri certifies that Esri nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Esri is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
4. Esri hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
5. In the event of any conflict between either the terms and provisions of this Addendum and the provisions of the Agreement, this Addendum will control.

Except as may be specifically modified by this Addendum all other terms and conditions of the Agreement and any Amendment(s) or Addendum(s) constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date of the last party to sign below.

CITY OF LEANDER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.

Signature:  _____
Annette Kazandjian Aug 21, 2025 15:24:06 PDT

Printed Name: Annette Kazandjian

Title: Managing Business Attorney

Date: Aug 21, 2025



Quotation # Q-547799

Date: May 12, 2025

Customer # 304085 Contract # ENTERPRISE AGREEMENT

City of Leander
Engineering Dept
201 N Brushy St
Leander, TX 78641-1742

ATTENTION: Sean Lafferty
PHONE: 512-528-2765
EMAIL: slafferty@leandertx.gov

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 5/1/2025 To: 7/30/2025

Enterprise Agreement

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	\$70,048.00	\$70,048.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription 10/3/2025 to 11/30/2026				
193206	1	Year 2	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription 12/1/2026 to 11/30/2027				
193206	1	Year 3	\$60,300.00	\$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription 12/1/2027 to 11/30/2028				

Year 1 Add-Ons

Material	Qty	Term	Unit Price	Total
165555	1		\$415.29	\$415.29
ArcGIS Data Interoperability for ArcGIS Online Creator, Professional, or Professional Plus, User Type Annual Subscription 10/3/2025 to 11/30/2026				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Sean Gill	Email: s.gill@esri.com	Phone: (909) 793-2853 x8828
The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.		



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 5/1/2025 To: 7/30/2025*

Quotation # Q-547799

Date: May 12, 2025

Customer # 304085 Contract # ENTERPRISE
AGREEMENT

City of Leander
Engineering Dept
201 N Brushy St
Leander, TX 78641-1742

ATTENTION: Sean Lafferty
PHONE: 512-528-2765
EMAIL: slafferty@leandertx.gov

Subtotal:	\$191,063.29
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$191,063.29

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Sean Gill

Email:

s.gill@esri.com

Phone:

(909) 793-2853 x8828

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # 00343384.0



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-3)

This Agreement is by and between the organization identified in the Quotation (“**Customer**”) and **Environmental Systems Research Institute, Inc. (“Esri”)**.

This Agreement sets forth the terms for Customer’s use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	ArcGIS Enterprise Additional Capability Servers ArcGIS Image Server ArcGIS Online User Types ArcGIS Online Viewer User Type ArcGIS Enterprise User Types ArcGIS Enterprise Viewer User Type
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Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Contributor User Type	15	ArcGIS Enterprise Contributor User Type	15
ArcGIS Online Mobile Worker User Type	75	ArcGIS Enterprise Mobile Worker User Type	75
ArcGIS Online Creator User Type	75	ArcGIS Enterprise Creator User Type	75
ArcGIS Online Professional User Type	20	ArcGIS Enterprise Professional User Type	20
ArcGIS Online Professional Plus User Type	20	ArcGIS Enterprise Professional Plus User Type	20
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	20 each
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Other	
ArcGIS Location Sharing for ArcGIS Online	20	ArcGIS Location Sharing for ArcGIS Enterprise	20
ArcGIS Online Service Credits	50,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	15

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement (“**Ordering Document**”). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER’S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri’s receipt of an Ordering Document, unless otherwise agreed to by the parties (“**Effective Date**”).

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

“Case” means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

“Deploy”, “Deployed” and “Deployment” mean to redistribute and install the Products and related Authorization Codes within Customer’s organization(s).

“Fee” means the fee set forth in the Quotation.

“Maintenance” means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

“Master Agreement” means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

“Product(s)” means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

“Quotation” means the offer letter and quotation provided separately to Customer.

“Technical Support” means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

“Tier 1 Help Desk” means Customer’s point of contact(s) to provide all Tier 1 Support within Customer’s organization(s).

“Tier 1 Support” means the Technical Support provided by the Tier 1 Help Desk.

“Tier 2 Support” means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer’s consultants or contractors to use the Products exclusively for Customer’s benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer’s benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

Enterprise Agreement

Final Audit Report

2025-08-21

Created:	2025-08-21
By:	Thomas Amrine (tamrine@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAutjc9uXxQVtAHZW6cLk7E0TStsolqYSJ

"Enterprise Agreement" History

-  Document created by Thomas Amrine (tamrine@esri.com)
2025-08-21 - 6:06:36 PM GMT- IP address: 155.226.129.249
-  Document emailed to Annette Kazandjian (akazandjian@esri.com) for signature
2025-08-21 - 6:07:17 PM GMT
-  Email viewed by Annette Kazandjian (akazandjian@esri.com)
2025-08-21 - 10:23:35 PM GMT- IP address: 104.47.56.126
-  Document e-signed by Annette Kazandjian (akazandjian@esri.com)
Signature Date: 2025-08-21 - 10:24:06 PM GMT - Time Source: server- IP address: 98.37.165.30
-  Agreement completed.
2025-08-21 - 10:24:06 PM GMT



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Approval of a Special Event Permit for the Diwali Festival to be held on October 18, 2025, from 2:00 p.m. to 10:00 p.m. at Lakewood Park; with an inclement weather date being October 19, 2025.

BACKGROUND:

The Brahm Foundation has submitted a special event permit for the Diwali Festival to be held on Saturday, October 18, 2025. The event will be held at Lakewood Park at 2040 Artesian Springs Crossing. The event will begin at 2:00 p.m. and conclude at 10:00 p.m. Festivities will consist of live music, vendors, kids entertainment, and food trucks. Admission is free. Estimated attendance is 7,000 throughout the day. In the event of inclement weather, the event will be rescheduled to October 19th, weather and park conditions permitting.

Lakewood Park will be closed to vehicular traffic for the general public on the day of the event due to safety. The park will have limited ADA parking spots available. Parking for the event will be held at Rouse High School and Knox Wiley Middle School with a free shuttle to and from the park. Organizers have secured four (4) fifty-three-passenger buses to assist with transporting attendees. Attendees can park at Rouse High School and Knox Wiley Middle School starting at 2:00 p.m. and shuttles will continue until the end of the event.

Organizers have worked with City officials to secure Leander Police Department officers to assist with traffic control at the intersection of Artesian Springs and Crystal Falls Parkway, and for park security. Georgetown Medical Assist Team will provide emergency services as needed per the Leander Fire Department. The Leander Citizens on Patrol organization will be assisting with parking and pedestrian safety within Lakewood Park.

A Certificate of Liability Insurance for Lakewood Park is attached, naming the City of Leander as additionally insured. Also included is approval from Leander ISD for the use of school parking and a traffic plan. The organizers have notified the HOA surrounding the festival site and will continue to work with them to reduce potential traffic volume and congestion.

Pursuant to Sec. 4.05.077 of the Code of Ordinances, City Council approval of special event permits is required if the event anticipates more than 6,000 attendees; therefore, City Council approval is required for this event. Applicable City departments have reviewed and approved the application, pending Council approval. The special event application is attached for reference.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of the special event permit as presented.

PRESENTER:

Greg Olmer, Deputy Director of Parks and Recreation

Fiscal Impact

Attachments:

1. Special Event Permit



SPECIAL EVENT PERMIT APPLICATION

City of Leander
PO Box 319
Leander, TX 78641
512-528-2983
www.leandertx.gov

A special event is an organized activity which makes a significant contribution to the cultural, economic, or social welfare of the city which is to occur upon public property.

A special event permit is needed for block parties, moving events (marathons, parades, etc.), concerts, road closures, etc.

Applications will not be accepted without the following documents:

- Completed Application – Entire application needs to be filled out.
- Site Plan/Event Route or Map
- Proof of Liability Insurance

Additional information may be required:

- Signatures and Contact Information of Citizens and/or Businesses Affected by Event
- ✓ Parking Plan – *will be shared.*
- Safety Plan
- Approval from other Jurisdictions
- ✓ Traffic Control Plan – *will be shared.*
- ✓ Outreach to Neighborhoods affected by the Event *HOA near to park.*
- ✓ Texas Alcoholic Beverage Commission (TABC) Application
- Food Vendors Need Permits from either Williamson County and Cities Health District or Austin/Travis County Health and Human Services Department

Additional Permits Required for the below:

- Signs (Banners, "A" Frame, etc.)
- Tents – Greater than 200 sq. ft.
- Pyrotechnics/Firework Display – Any
- Mass Gathering – Greater than 1,000 people
- Mobile Food Vendors (2015 Code Adoption)

Leander Parks and Recreation Permit:

If you are hosting an event at a City Facility (Mason House, City Park, etc.), please provide a copy of the permit received from the Leander Parks and Recreation Department.

The Building Official and Fire Marshall are hereby given the authority to make inspection of the event site at any time during the event and stop all activity not in conformity with this permit, the health and safety of the community or any laws of the State, Federal Government or City. No public street shall be permanently closed during such event. All emergency access must be maintained and separation shall be made with readily movable barricade devices. This permit shall become null and void on the last date and time specified on this permit. Future events shall require a new application and approval.

Special Event Application

Event Name: Leander Diwali Festival

Street Address of Event: Lakewood Park, Leander

Event Type (ex. Block Party, Marathon, Street Closure, etc.): Festival

Date(s) of Event: Oct 18, 2025

Time of Event: 9am - 10pm

Set-Up Date(s): Oct 17 & Oct 18, 2025

Set-Up Time: 4-9pm(oct 17) & 9-12pm (oct 18)

Tear-Down Date(s): Oct 19, 2025

Tear-Down Time: 9-3pm

Applicant Name: Vedant Garg

Organization: Brahm Foundation

Applicant Phone Number: 9787618487

Applicant Email Address: ved.garg.28@gmail.com

Primary On-Site Contact Name: Vedant Garg

Primary On-Site Cell Phone Number: 9787618487

Estimated Attendance: 4000-5000

Location of Event: Check all that apply

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

Building/Equipment to be Used:

- ☒ Tent or Temporary Structure(s) – Additional permit required for tent over 200 sq. ft.
Tent size to be used: 10x10 or 10x20 tents
- ☒ Stage
- ☒ Outdoor Amplified Sound and/or Music (please read the City's Noise Ordinance)
- ☐ Pyrotechnics/Firework Display – Additional permit required
- ☐ Aerial Firework Display
- ☐ Flame Effects or Similar – Additional permit required
- ☐ Open Fires – Any open-to-air fires proposed, used for other than cooking.
Please describe: _____

☒ Other: Cold sparks on stages for display, they are artifical and does not have any fire but looks like fire display

☐ None

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

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

☒ Cooking Equipment: What type: Propane tank, grill

☒ Generator

☐ Open Flame

☐ No Food Booth/Vendor

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

Street Closure Start Time: oct 18, 10 am

Street Closure End Time: oct 18, 11pm

☐ No street Closure

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

On-Site Registration Time: _____

Assembly Time for Participants: _____

Start Time (First Wave): _____

End Time (Last Wave): _____

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

If yes, please check all that apply.

☐ City of Cedar Park

☐ City of Georgetown

☐ Williamson County

☐ Travis County

☐ Other _____

Alcohol:

Will alcohol be sold or distributed?

☐ Yes

☒ No

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

☐ Sold

☐ Distributed

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

☒ Set-Up - Name: Leander Party rentals Phone Number: _____
Email: _____

☒ Planner - Name: <u>Brahm foundation</u>	Phone Number: _____
	Email: _____
☒ Catering - Name: <u>Multiple restaurants, list will be provided</u>	Phone Number: _____
	Email: _____
☒ Security - Name: <u>Leander PD</u>	Phone Number: _____
	Email: <u>Leander PD</u>
☒ EMS - Name: <u>GMAT</u>	Phone Number: _____
	Email: _____

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

☒ **Fire Department**
If yes, please check all that apply.

☐ Medical Standby

☐ Fire Watch

☒ Event Standby

☒ **Police Department**

☒ **Public Works**
If yes, please check all that apply.

☒ Street Blockage

☒ Cones

☒ Barricades

☒ **Parks and Recreation**

☒ Location: Lakewood park

☒ Staff

Applicant Signature

Additional Request on a separate sheet

Wang

LDF- letter to city.

04/10/2025

Date

Internal Use Only

Emergency Management Comments

☐ Approved

☐ Denied

☐ No Review Need from this Dept.

Emergency Management Notes:

Emergency Management Signature

Date Reviewed

Fire Marshal Comments

- ☐ Approved
☐ Denied
☐ No Review Need from this Dept.

Fire Marshal Notes:

Fire Marshal Signature

Date Reviewed

Police Department Comments

- ☐ Approved
☐ Denied
☐ No Review Need from this Dept.

Police Dept. Notes:

Police Dept. Signature

Date Reviewed

Parks & Recreation Department Comments

- ☐ Approved
☐ Denied
☐ No Review Need from this Dept.

PARD Notes:

PARD Signature

Date Reviewed

Public Works Department Comments

- ☐ Approved
☐ Denied
☐ No Review Need from this Dept.

Public Works Dept. Notes:

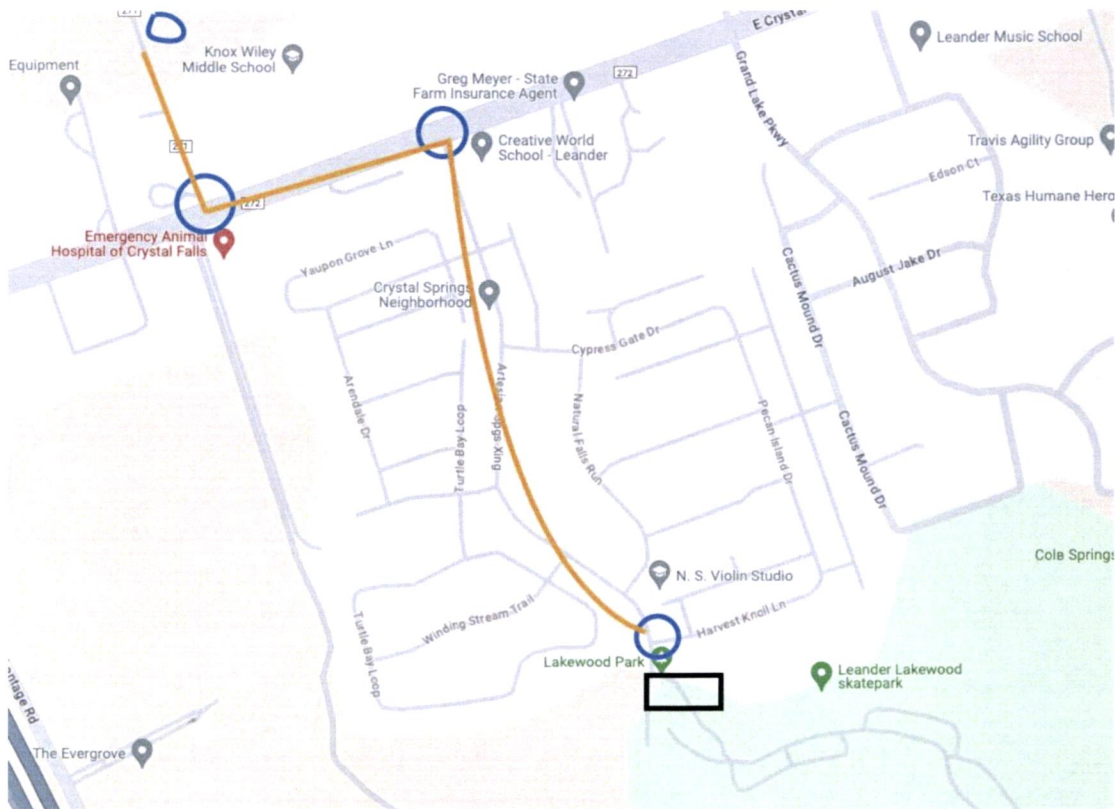
Public Works Dept. Signature

Date Reviewed

1. Police Officer Assignments



Police officer location



1. Crystal Falls and Raider Way:

- **Purpose:** Manage the increased traffic flow from Rouse High School and Knox Middle School.
- **Responsibilities:**
 - Direct traffic to ensure smooth flow.
 - Ensure safe crossing for pedestrians.
 - Manage shuttle entry and exit.

2. Crystal Falls and Cold Springs:

- **Purpose:** Control traffic to avoid congestion and ensure smooth passage of shuttles and event attendees.
- **Responsibilities:**
 - Direct traffic to prevent backups.
 - Ensure safe pedestrian crossing.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	 Gaslamp Insurance Services DBA Event Helper Insurance Services PO Box 1549 Grass Valley CA 95945	CONTACT NAME: Event Helper Customer Service PHONE (A/C, No, Ext): (855) 493-8368 E-MAIL ADDRESS: info@theeventhelper.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Lloyds Syndicate 2623 82% INSURER B: Lloyds Syndicate 623 18% INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # AA-1128623 AA-1126623
INSURED	Brahm Foundation c/o Vedant Garg 1620 Stinnett Dr Leander TX 78641		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y	N	EH-771325-L4726353	10/17/2025 12:01 AM	10/20/2025 12:01 AM	EACH OCCURRENCE \$ 1,000,000
	☒ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES \$ 100,000
	☒ Host Liquor Liability						MED EXP (Any one person) \$ 5,000
	☐ Retail Liquor Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ ANY AUTO						Deductible \$ 1,000
	☐ OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ PROPERTY DAMAGE (Per accident)						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed below is named as additional insured per attached CG 20 26 04 13. Attendance: 5000, Event Type: Festival & Cultural Event - Indoor/Outdoor. Policy includes a 36 month Extended Reporting Period. Damage to Premises Rented (Other than Fire) included in the Each Occurrence Limit shown above.

CERTIFICATE HOLDER**CANCELLATION**

City of Leander 105 N Brushy St Leander TX 78641	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):
City of Leander 105 N Brushy St Leander, TX 78641
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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(Page 1 of 1)



FACILITIES RENTAL
1900 COUGAR COUNTRY DR.
CEDAR PARK, TEXAS 78613
PHONE: 512-570-0604
FAX: 512-570-0445

FACILITY USE CONTRACT

Leander Independent School District ("the District" or "Leander ISD") hereby contracts with the undersigned, **Brahm Foundation (Group)** for the rental of the following facilities agrees to the terms and conditions here in.

AGREEMENT TERM: commences on October 18, 2025 – onetime event. Leander ISD may terminate this Agreement, with or without cause, upon written notification.

CONTRACT PRICE: Leander ISD shall provide facilities and identified support for an estimated fee. Payment is subject to the terms set forth in the LISD Facility Usage Guidelines.

Estimated cost: No Charge

Facility: Rouse & Wiley parking lots

Purpose: overflow parking

Event Date(s): 10/18/2025

Times: 3pm – 11pm

Group not allowed to park in circled lots at Rouse.



50% of the total contract price is due with the signed contract prior to your first event.

A ten percent (10%) late fee may be added to the total rental cost for payments received more than 30 days after the invoice date. Failure to pay rental fees prior to sixty (60) days following the invoice date may result in a loss of rental privileges in the future.

Date **Aug 27, 2025**

Name of Authorized Representative (PLEASE PRINT) **Vedant Garg**

Name of Organization **Brahm Foundation**

Signature of Authorized Representative  Vedant Garg (Aug 27, 2025 15:44:30 CDT)

Title of Authorized Representative **Volunteer**

Phone **9787618487**

Email **Ved.garg.28@gmail.com**

Rental Terms and Conditions

The contract incorporates the terms and conditions of this agreement and any amendments. Amendments or modifications to this agreement shall be in writing and signed by both parties. The Facility Usage Guidelines can be found on the Leander ISD web site. <https://www.leanderisd.org/facilityrentals/>

I have read and understand the Leander ISD Facility Usage Guidelines found on the Leander ISD web site, <https://www.leanderisd.org/facilityrentals/>, and will adhere to the guidelines set forth. I am authorized to enter into this agreement on behalf of the Organization. I also understand that it is my responsibility to make all the members and participants in the Organization aware of the same said guidelines. I understand to keep Leander ISD apprised of any changes within my Organization that would affect this agreement.



Vedant Garg (Aug 27, 2025 15:44:30 CDT)

(Signature)

No Waiver of Immunities

Nothing in this agreement waives or alters any immunities provided LISD, its employees, agents or officers, under Texas or federal law.

Indemnity provision

Applicant hereby agrees to and shall indemnify, defend and hold harmless LISD, as permitted by law, its agents, trustees, officers and employees from and against any and all suits, actions, losses, damages, liability and claims of any character, type, or description (including without limitation court costs and attorney's fees, and all such other expenses of litigation or counter suits) brought or made for or on account of any injuries or damages received or sustained by any person or persons or property arising out of or occasioned by or connected with the use of LISD's facilities by applicant, its agents, officers, employees or invitees.



Vedant Garg (Aug 27, 2025 15:44:30 CDT)

(Signature)

The use of any powder(s) will result in an automatic \$1000 fee to be assessed for clean-up.
Food and/or drinks are not allowed in the MPR/carpeted areas at any time.
There will be a minimum charge of \$150 per incident for additional carpet cleaning.



Vedant Garg (Aug 27, 2025 15:44:30 CDT)

(Signature)

Criminal Background Checks

Group agree to prohibit employees, agents or others who have been convicted of: (a) a felony under Penal Code Title V; (b) an offense requiring registration as a sex offender under Code of Criminal Procedure, Chapter 62; or (c) an offense under the laws of another state equivalent to (a) or (b), above, from providing services, programs, or training to public school age children with use of District property.



Vedant Garg (Aug 27, 2025 15:44:30 CDT)

(Signature)

Transfer of Contract

Group acknowledges it does not have permission to assign, sublet or transfer any part of the Facilities Use Contract to a third party. If it is determined that an assignment, sublet or transfer has occurred, Group will be billed for the event at the for-profit rate as posted on the District's website and could result in the loss of rental privileges in the future if not paid in full.



Vedant Garg (Aug 27, 2025 15:44:30 CDT)

(Signature)



LISD Schedule of Minimum Insurance Requirements

All groups requesting the use of a district facility must furnish proof insurance for the event(s).

Proof of insurance must consist of:

- Certificate of Insurance provided by your insurance provider licensed in Texas
- Leander ISD must be named as Additional Insured and Certificate Holder, as listed below:

**Leander Independent School District
1900 Cougar Country Drive
Cedar Park, TX 78613**

- Effective dates must cover the date of the event(s)

Minimum Insurance limits:

- Minimum of \$1,000,000 for general liability, each occurrence.
- Minimum of \$500,000 for automobile liability, each occurrence. Required if organization will be using vehicles to transport anything onto our school property.
- Minimum of \$100,000 for worker's compensation, each occurrence. Required if organization hires any staff or contracts out any service that will be performing any manual labor on our school property.
- Minimum of \$25,000 for medical expense (any one person). Required if event includes physical activity, such as but not limited to baseball, football, basketball, camps, etc.

Notice of cancellation of policy:

- 30-day notice of cancellation
- 60-day notice of non-renewal
- 30-day notice of material changes

Cancellation of insurance voids the rental contract until proof of insurance can be provided to the District.

Vedant Garg (Aug 27, 2025 15:44:30 CDT) (Signature)

Notice

All notices required under this agreement shall be made in writing to the address, fax, or email address listed on page 1 of this Agreement.

FACILITY USE GUIDELINES RE-CAP

For the entire Facility Usage Guidelines please see our webpage

<https://www.leanderisd.org/facilityrentals/>

- Due to safety and health concerns, no pets are allowed at events, including dogs (except for service animals).
- Managers, (technical, building, field), may be required to ensure security and management of Leander ISD facilities, when applicable.
- All trash must be picked up by the organization.
- The user shall leave the school premises promptly when its contracted time has expired.
- The user shall *not* drive staples, nails, tacks or screws into the floors, walls, ceilings, furniture, or any other school property.
- The user shall *not* paint, wallpaper, tape, mark or deface any school property.
- The user shall *not* wire or connect electrical equipment such as stage lighting equipment or adjust the heat or air conditioning controls.
- All users are to follow the instructions of the site manager when utilizing the school facility.
- Rental fees will not be decreased after the fact if the facility is not used for the entire contracted time.
- Rental fees will be assessed from the time the facility is opened until it is closed or vacated, or the minimum charge, whichever is greater.
- The use of decorations of any type must have prior approval.
- Food and/or drinks are **not** allowed in any gymnasiums or performing arts centers/auditoriums.
- Organizations will be required to provide adult supervision during all events.
- Smoking, tobacco use, including vaping, alcohol, and related signage, is not allowed on school property.
- Open flames are not allowed on any school property unless approved for food warming.
- Firearms or explosives will not be allowed on school property.
- Under no circumstances shall unattended vehicles be allowed to park in fire lanes, by fire hydrants, blocking driveways/gate, in handicap spaces, in handicap accessible routes or other unauthorized areas such as sidewalks, parking islands or playfields.
- The user, its guests and invitees shall wear appropriate athletic shoes when using gymnasiums for any purposes.
- Organizations using school facilities are responsible to enforce all restrictions.
- All groups and organizations using any of the LISD playfields, playgrounds or other outdoor facilities are expected to adhere to the LISD Integrated Pest Management Program. For any pest control issues contact the plant services office (512-570-0638).
- All turf guidelines must be followed for the use of LISD turf fields.
- Applicant shall obtain prior written approval from the Facility Rental Office before using or contracting to use inflatable moonwalkers, inflatable slides, water slides, animal rides, petting zoos, carnival attractions, wild animals, reptiles, and the like on district property.
- No equipment or supplies of the renter will be stored on school property.
- District equipment, such as public address systems, microphones, speakers, audio/video equipment, risers, projectors, and athletic equipment may not be available for outside use.
- User shall not prop open any exterior doors for any reason
- Group agrees to observe any current District safety guidelines regarding COVID-19 and variants.



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Approval of a Resolution authorizing and designating the City Manager, or designee, as the authorized person of the City of Leander to apply for the Family Place Libraries Grant.

BACKGROUND:

The Family Place Libraries Grant is a competitive program offered through Texas State Library and Archives Commission (TSLAC) to help libraries transform their children's services into community-centered, family-focused early learning environments. The initiative emphasizes that good health, early learning, caregiver involvement, and supportive communities are critical for young children's development. The program equips libraries to create a welcoming and developmentally appropriate environment for children beginning at birth; connect parents and caregivers with resources, programs, and services in the library and community; and reach underserved families and ensure children enter school ready to learn. If selected, Leander Public Library would join a national network of Family Place Libraries.

If awarded, the grant provides paid tuition for two (2) staff members (one administrator and one children's librarian) to attend the Family Place Libraries Training Institute in Central Texas, May 2026; travel reimbursement up to \$1,000.00 per attendee and a sub-award up to \$8,000.00 to establish and furnish a dedicated family-friendly space, purchase toys and learning materials, and build a parenting resource collection.

Participating libraries commit to designing and maintaining a dedicated Family Place early learning space; developing a parenting collection in or adjacent to the children's area; planning and implementing the nationally recognized Parent-Child Workshop series with local experts (e.g., pediatricians, speech therapists, early childhood specialists); establishing community partnerships with local health, education, and family support organizations; and completing evaluation and reporting requirements over the three-year (3) grant cycle.

This grant directly supports the Library's strategic priorities by expanding inclusive, developmentally appropriate early childhood programming; increasing family engagement and caregiver support; building strong partnerships with local service providers to connect families with needed resources; and strengthening Leander Public Library's role as a community hub for early literacy and family well-being.

There are no matching funds required by the City and the application submission deadline is October 15, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Amy Miller, Library Director
Kirsten Hovey, Children's Librarian

Fiscal Impact

Attachments:

1. Resolution Family Place Libraries Grant

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, AUTHORIZING AND DESIGNATING THE CITY MANAGER, OR THEIR DESIGNEE, AS THE AUTHORIZED PERSON OF THE CITY OF LEANDER TO APPLY FOR THE FAMILY PLACE LIBRARIES GRANT.

WHEREAS, the Family Place Libraries Grant is a competitive program offered through TSLAC to help libraries transform their children's services into community-centered, family-focused early learning environments;

WHEREAS, the initiative emphasizes that good health, early learning, caregiver involvement, and supportive communities are critical for young children's development.;

WHEREAS, if the grant is awarded, the grant provides paid tuition to attend the Family Place Libraries Training Institute in 2026; travel reimbursement for attendees and a sub-award to establish and furnish a dedicated family-friendly space;

WHEREAS, if the grant is awarded, the City agrees to designing and maintaining a dedicated Family Place early learning space; developing a parenting collection; implementing the nationally recognized Parent-Child Workshop; establishing community partnerships; and completing evaluation and reporting requirements over the three (3) year grant cycle; and

WHEREAS, The City Council desires to designate the City Manager, or their designee, as the City's authorized official for the purposes of submitting an application to Families Place for the Family Place Libraries Grant and to designate the City Manger as the City's authorized official to accept, reject, alter, or terminate the grant on behalf of the City.

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

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

SECTION 2. The City Council approves the submission of an application to Family Place Libraries Grant.

SECTION 3. The City Council hereby designates the City Manager, or their designee, as the City's authorized official for the purpose of submitting an application to Family Place for the Family Place Library Grant

SECTION 4. The City Council hereby designates the City Manager as the City's authorized official to accept, reject, alter, or terminate the Family Place Libraries Grant, if awarded, on behalf of the City.

PASSED, AND APPROVED this the 2 day of October, 2025.

ATTEST

CITY OF LEANDER, TEXAS

Debora Penberg, Sr. Deputy City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Approval of the Purchase/Renewal of mobile device management (MDM) software and related professional services from SHI Government Solutions, Inc., utilizing TIPS purchasing cooperative contract #230105 in the total amount of \$64,466.50; and authorize the City Manager to execute all necessary documents and renewals.

BACKGROUND:

This agenda item is to request authorization to renew the City's mobile device management (MDM) service subscription through SHI Government Solutions, Inc., for fiscal year 2026 ("FY2026"). Funding for this request is included in the approved FY2026 budget. This service protects the City from cybersecurity threats and data loss related to city-issued iPads, iPhones, and other mobile devices. The service allows the Information Technology Department to enforce security rules like device updates, requiring a passcode to unlock the device, encryption, and the ability to remotely wipe a device in the event of theft or loss. These capabilities are critical to protecting personally identifiable information (PII) which may be present on these devices.

It is recommended that the City utilize the pre-negotiated TIPS purchasing cooperative contract #230105 due to favorable pricing and terms made available to cooperative members because of its large purchasing volume. Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation) allows the City to take advantage of these negotiated volume prices at no additional fee to the municipality and contains a provision satisfying any other state law requiring competitive bids.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Stuart Smith, Assistant Director of IT/Information Security Officer

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$64,466.50
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Renewal
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Approval of the Purchase/Renewal of antivirus, identity protection, and ransomware prevention software along with related professional services from SHI Government Solutions, Inc., utilizing Texas DIR contract DIR-TSO-4317 in the total amount of \$112,217.07; and authorize the City Manager to execute all necessary documents and renewals.

BACKGROUND:

This agenda item is to request authorization to renew the City's antivirus and ransomware prevention software subscription through SHI Government Solutions, Inc., for fiscal year 2026 ("FY 2026"), including 24/7/365 endpoint monitoring, response, and remediation services by a remote security operations center operated by the vendor. Funding for this request is included in the approved FY2026 budget. These services greatly improve the City of Leander's cybersecurity maturity standing and reduce the likelihood of potential ransomware damage to City information systems.

It is recommended that the City utilize the pre-negotiated Texas Department of Information Resources contract DIR-TSO-4317 due to favorable pricing and terms made available to the State of Texas because of its large purchasing volume. Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation) allows the City to take advantage of these negotiated volume prices at no additional fee to the municipality and contains a provision satisfying any other state law requiring competitive bids.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Stuart Smith, Deputy Director of IT/Information Security Officer

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$112,217.07
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Renewal
<u>Recurring or one-time:</u>	Recurring
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Approval of Employee Health Benefits Contracts with Blue Cross/Blue Shield for medical/prescription, dental and voluntary vision for the 2026 plan year with all insular products remaining the same; providing for an effective date; and authorize the City Manager to execute any and all necessary documents

BACKGROUND:

On June 24, 2025, the City released a Request for Proposals ("RFP") for core benefits. A total of four (4) responses were received from the following providers:

- Cigna,
- Blue Cross/Blue Shield,
- United Healthcare, and
- Texas Municipal League.

HUB Consultant Service ("Broker") assisted with the evaluation and negotiations; considered the factors such as Plan Benefit Offerings, Plan Costs, Bundling Options, Plan Network, and best product value for the employees and Electronic Information feeds from the City of Leander Enrollment Software System.

Medical Finalists

Medical is the most comprehensive and big-ticket health insurance benefit that the City offers to employees. Cigna, the City's current insurance provider, submitted a response that was deemed non-responsive. The broker worked with Blue Cross/Blue Shield, United Health Care, and the Texas Municipal League to obtain a Best and Final Offer ("BAFO") from each that included rates and costs. The City strove to maintain a flat or reduced medical rate while maintaining a robust network of service providers and a consistent plan design. Based on all factors, Blue Cross/Blue Shield is being recommended as the medical provider.

Rationale for Bundling

In order to minimize rate increases, we bundled dental and vision with medical. Carriers that could not offer a bundle were not considered. The bundle comes with a 5.7% increase for Medical. Without bundling, it would have been an additional 1.5% above for medical alone. There was a decrease of 1.6% with dental for a savings of \$3,572 for the plan year for both the City and employee contributions.

General Product Information

Blue Cross/Blue Shield offers a large network of physicians, dentists, and hospitals for employees to select from. With this provider we are offering the employees three (3) plan options for medical versus two (2) plans with our previous provider, Cigna. For dental employees will have the option of two (2) plans to choose from. The City will continue to pay 100% of the employee cost in addition to 60% of dependent cost of all plans.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Belinda Medellin, Assistant Human Resources Director

Fiscal Impact

Total premiums for the year are projected to be \$4,682,986 across all funds. This number includes City and employee contributions. It is projected that the City would contribute a total of \$3,536,412.43 of the total amount toward employee and dependent insurance premiums.

Attachments:

1. BCBS Medical Plan Designs 2026
2. BCBS Dental Plan Designs 2026

Medical Plan Design



Carrier	BCBSTX	BCBSTX	BCBSTX
Plan Type	PPD	HMO	PPO - HDHP
NETWORK	Blue Choice PPO	Blue Essentials	Blue Choice PPO
MEDICAL BENEFITS	2026	2026	2026
Deductible (Indiv / Family)			
In-Network	\$1,500 Ind. / \$3,000 Fam.	\$1,500 Ind. / \$3,000 Fam.	\$3,500 Ind. / \$6,000 Fam.
Non-Network	\$6,000 Ind. / \$12,000 Fam.		\$6,350 Ind. / \$12,700 Fam.
Out Of Pocket Max (Indiv / Family)			
In-Network	\$6,000 Ind. / \$12,000 Fam.	\$6,000 Ind. / \$12,000 Fam.	\$6,000 Ind. / \$12,000 Fam.
Non-Network	\$12,000 Ind. / \$24,000 Fam.		\$12,700 Ind. / \$25,400 Fam.
Coinsurance			
In-Network	20%	20%	20%
Non-Network	40%		40%
Telemedicine	\$0	\$0	Ded. / 20%
Physician Office Visit			
In-Network	\$30	\$30	Ded. / 20%
Specialist Office Visit			
In-Network	\$50	\$50	Ded. / 20%
Preventive Care			
In-Network	No Charge	No Charge	No Charge
Urgent Care			
In-Network	\$60	\$60	Ded. / 20%
Emergency Room			
In-Network	80% / \$250	80% / \$250	Ded. / 20%
Non-Network	80% / \$250	80% / \$250	Ded. / 20%
Diagnostic Lab & X-Ray			
In-Network	No Charge	No Charge	Ded. / 20%
Rehab Therapy- PT/OT/ST			
In-Network	\$30 / \$50	\$30 / \$50	Ded. / 20%
In-Patient Hospital			
In-Network	Ded. / 20%	Ded. / 20%	Ded. / 20%
Out-Patient			
In-Network	Ded. / 20%	Ded. / 20%	Ded. / 20%
Prescriptions			Must Meet Ded.
Tier 1 Generic - Retail	\$10	\$10	Ded. / \$10
Tier 2 Preferred Brand - Retail	\$35	\$40	Ded. / \$35
Tier 3 Higher Cost Brand - Retail	\$60	\$60	Ded. / \$60
Specialty Drugs	\$60	\$60	Ded. / \$60
Mail Order	2.5	2.5	2.5
Deductible apply to Pharmacy	This plan includes a combined Medical/Pharmacy plan deductible.	This plan includes a combined Medical/Pharmacy plan deductible.	This plan includes a combined Medical/Pharmacy plan deductible.

Dental Plan Design



DENTAL BENEFITS	BCBSTX	BCBSTX
Network	2026	2026
	Low Plan	High Plan
Type I – Preventive Services		
Deductible	Waived	Waived
Oral Exams -	No cost	No cost
Fluoride treatments-	No cost	No cost
(2) Cleanings per calendar year	No cost	No cost
Sealants	No cost	No cost
Lab and other diagnostic tests	No cost	No cost
Fluoride & Sealants	No cost	No cost
Space Maintainers	No cost	No cost
Type II – Basic Services		
Restorations	50%- after Deductible	0%- after Deductible
Emergency Treatment / General Services	50%- after Deductible	0%- after Deductible
Simple Extractions	50%- after Deductible	0%- after Deductible
Oral Surgery	50%- after Deductible	0%- after Deductible
Periodontics	50%- after Deductible	0%- after Deductible
Endodontics	50%- after Deductible	0%- after Deductible
Oral Surgery	50%- after Deductible	0%- after Deductible
Endodontics	50%- after Deductible	0%- after Deductible
Periodontics	50%- after Deductible	0%- after Deductible
Type III – Major Services		
Inlays / Onlays / Crowns	80%- after Deductible	40%- after Deductible
Dental Implants	80%- after Deductible	40%- after Deductible
Dentures and removable prosthetics	80%- after Deductible	40%- after Deductible
Fixed Partial Dentures (Bridges)	80%- after Deductible	40%- after Deductible
Implants	80%- after Deductible	40%- after Deductible
Calendar Year Deductible		
Individual	\$50	\$50
Family	\$150	\$150
Dental Annual Maximum	\$750	\$1,000
Annual Carry Over	n/a	n/a
UCR Out of Network Percentile	MAC	MAC
Type IV – Orthodontia		
Coinurance	Not Covered	50%
Orthodontia Eligibility	Not Covered	Adult & Children
Orthodontia Lifetime Maximum	Not Covered	\$2,000

Note: This is a summary and not intended to be a contract.



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Approval of service agreement with Motorola Solutions for the term of five (5) years for a total contract amount of \$249,815.46 utilizing the cooperative purchasing program DIR Contract DIR-CPO-5433; providing for direct support of operational readiness and reliability for the Leander Police Department's communication infrastructure; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

This agreement outlines a suite of recurring services from Motorola that directly support the operational readiness and reliability of the Leander Police Department's communications infrastructure. These services are essential for maintaining the ASTRO P25 radio system, ensuring secure and uninterrupted public safety communications.

The Motorola ASTRO System Advanced Plus Package and associated services are critical in supporting the Leander Police Department's 214 radios by ensuring uninterrupted, secure, and high-performing communication across the city. The Motorola package provides around-the-clock remote monitoring and incident response, meaning any system issues whether a signal drop or hardware fault are detected and addressed immediately, minimizing downtime during emergencies. Microwave services maintain the high-capacity links between radio towers, which are essential for transmitting signals reliably across Leander's terrain. The ASTRO SUA II Implementation and Field Services ensure that software upgrades are not only installed correctly but also tested in real-world conditions, keeping the system current with the latest features and cybersecurity protections. The System Upgrade Agreement II guarantees long-term support, allowing the department to stay ahead of technological changes without unexpected costs or compatibility issues. Together, these services safeguard the operational integrity of the department's communication system, ensuring communications remain connected, coordinated, and protected.

Services included as well as departmental impact are as follows:

- ASTRO System Advanced Plus Package provides comprehensive software support, system monitoring, and proactive maintenance for the department's mission-critical radio network.
- Microwave Services supports the microwave backhaul infrastructure that connects radio towers, ensuring stable and high-speed data transmission between dispatch and field units.
- ASTRO SUA II UO Implementation Services covers initial setup and integration of software upgrades at no additional cost, minimizing disruption to police operations.
- Release Impact Training offers training on upcoming software releases, helping command staff and technical personnel understand changes that affect system performance and user experience.
- Release Implementation Training prepares department personnel for hands-on deployment of new system features, ensuring smooth transitions and operational continuity.
- ASTRO SUA II Field Implementation Services provides on-site technical support during upgrades, reducing downtime and ensuring field units remain connected during transitions.

- System Upgrade Agreement II guarantees access to the latest software enhancements and security patches, keeping the department's communications platform current and resilient.

This package ensures the Leander Police Department maintains a secure, modern, and fully supported communications system—critical for officer safety, emergency response, and inter-agency coordination.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Greg Minton, Police Chief

Fiscal Impact

The term of the contract is five (5) years for a total contract amount of \$249,815.46 with a payment of \$49,963.30 per year for the term of the contract.

Attachments:



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Conduct a Public Hearing and first reading regarding approval of the Non-Exclusive Public Right-of-Way Franchise Agreement between the City of Leander and Google Fiber Texas, LLC. *[Postponed by staff due to agreement not ready to be considered.]*

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-25-0176 to amend the current zoning of Interim SFR-1-B (Single-Family Residential) and Interim SFS-2-B (Single-Family Suburban) to GC-2-C (General Commercial) on three (3) parcels of land 12.595 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R343706, R343707, and R343708; and generally located southeast of the intersection of 183A Toll Road and E. Woodview Drive, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0176 as described above.

BACKGROUND:

This request is the second step in the zoning process. The applicant has submitted a request to change the designated zoning district of their property in order to develop the lot in a commercial manner. Lots 2 and 3 will be developed as a Peak Performance Martial Arts Training Center while Lot 4 will be considered for future commercial development. The proposed zoning change does comply with the Future Land Use map designation of Multi-Use Corridor on a Priority Corridor and would be an appropriate and complimentary use for the surrounding area.

GENERAL INFORMATION:

Current Zoning: Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban)
Proposed Zoning: GC-2-C (General Commercial)

Size and Location: The three (3) parcels are generally located southeast of the intersection of 183A Toll Road and E. Woodview Drive, including approximately 1.01 acres.

Surrounding Area: These properties are located southeast of the intersection of 183A Toll Road and E. Woodview Drive. Surrounding uses include Life Church to the north, future Enclave at Stewart Crossing townhomes to the east and Park at Crystal Falls apartments to the south.

Previous Zoning Cases:

No zone cases have been previously submitted for this property.

PROPOSED ZONING DISTRICT:

USE COMPONENT

GC – GENERAL COMMERCIAL:

Features: Any use in LC plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 sq. ft.

Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT

TYPE 2:

Features: Accessory buildings greater of 10% of primary building or 120 sq. ft.; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 sq. ft.; multi-family provides at least 100% of units with an enclosed garage parking space.

Intent:

- (1) The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
- (2) The Type 2 site component is intended to be utilized for residential development not meeting the intent of a Type 1 site component and not requiring the additional accessory structure or accessory dwelling privileges of the Type 3 site component.
- (3) This component is intended to be utilized with the majority of LO and LC use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
- (4) This component is intended to be utilized with LO, LC, GC, HC, and HI use components when adjacent to residential districts and additional compatibility standards are warranted.
- (5) This component is generally not intended to be utilized with HC and HI use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.
- (6) Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE C:

Features: Three (3) or more architectural features.

Intent:

- (1) The Type C architectural component is intended to be utilized only in the LO, LC, GC, HC and HI use components for intermediate quality development.
- (2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.
- (3) This component is not intended for the majority of the LO and LC use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Strategy 1.1: Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories

MULTI-USE CORRIDOR

- The Multi-Use Corridor future development category is intended for mixed-use areas to be developed at a higher density/intensity and with uses not primarily supported in Neighborhood Residential. These areas are intended to provide for a mix of both commercial and residential uses that are not integrated into neighborhoods but maintain a seamless, compatible transition between residential and commercial uses.

Multi-Use Corridors are not intended for strip commercial nor are they expected to be predominantly commercial. These corridors have been identified as opportunity areas for businesses and daily services, high-

intensity residential such as townhouses, civic and employment uses, but also traditional single-family neighborhoods where streets access these corridors.

These areas are intended to be developed with an auto-oriented character, which means vehicles and parking areas are a primary visual characteristic from the street. Access management is recommended to maintain safe traffic movement along these streets. Appropriate buffer yards are required to ensure compatibility with adjacent Neighborhood Residential.

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200’, the agent is required to reach out to all property owners of property zoned as single-family or any properties used as single-family uses within 500’ as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner’s Association located within 500’ are also required to be contacted.

A neighborhood outreach was conducted on July 19, 2025. Per the applicant, the Stewart Crossing Subdivision HOA, Enclave at Stewart’s Crossing and Park at Crystal Falls apartments were notified. No specific zoning related concerns were fielded to revise the zoning request.

Please see the full report from the applicant attached as Exhibit 7 and the additional handout items provided before the meeting.

HISTORY/TIMELINE:

- 11/06/2002 – Annexation of north halves of tracts
- 12/20/2006 – Annexation of south halves of tracts
- 08/28/2025 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Sandlin Services, LLC. (Nick Sandlin and Adam Hughes) on behalf of East Woodview Development, LLC. (Gary Schill) and Alan and Renee Parsley

RECOMMENDATION:

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

1. Approve the proposed Zoning change request;
2. Deny the proposed Zoning change request; or
3. Approve an alternative request that may include a more restrictive site component (Type 1) or more restrictive architectural component (Type A or B).

Staff recommends Option 1 listed above – Approve the requested zoning of GC-2-C (General Commercial). Staff made this recommendation based on the surrounding commercial land uses and the future land use plan from the Comprehensive Plan.

During the meeting of August 28, 2025, the Planning & Zoning Commission recommended approval.

PRESENTER:

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

Attachments:

1. Z-25-0176 Att 1 - Letter of Intent - Peak Business Park
2. Z-25-0176 Att 2 Current Zoning - Peak Business Park
3. Z-25-0176 Att 3 Future Land Use Map - Peak Business Park
4. Z-25-0176 Att 4 Public Notification - Peak Business Park
5. Z-25-0176 Att 5 Proposed Zoning - Peak Business Park
6. Z-25-0176 Att 6 Aerial Map - Peak Business Park
7. Z-25-0176 Att 7 Neighborhood Outreach - Peak Business Park
8. Z-25-0176 Att 8 Ordinance - Peak Business Park
9. 8-28-2025 P & Z Minutes



July 22, 2025

Robin Griffin
Director of Development Services
City of Leander Planning & Development Services
105 N Brushy St.
Leander, TX 78641

Re: Rezoning Letter of Intent - Peak Business Park Development

Planning and Zoning Commission,

On behalf of the property owners, we respectfully submit this request for the rezoning of three parcels located at the southeast corner of SH 183A Toll and East Woodview Drive from existing Single Family Residential (SFS-2-B and SFR-1-B) zoning districts to General Commercial (GC-2-C). The proposed change is consistent with the Multi-Use Corridor -Priority Corridor designation shown in the City's Future Land Use Plan and mirrors the existing commercial zoning located directly across 183A Toll.

The site is comprised of three lots as outlined below:

Address	WCAD Parcel ID	Legal Description Abbreviation	Acreage	Existing Zoning District	Proposed Zoning District	Future Land Use Designation	Physical Description
Unassigned – CR 271	R343706	Dunkley Subd, Lot 2	2.7652A C	SFS-2-B; SFR-1-B	GC-2-C	Multi-Use Corridor Priority Corridor -	Vacant
Unassigned – CR 271	R343707	Dunkley Subd, Lot 3	4.8852A C	SFS-2-B; SFR-1-B	GC-2-C	Multi-Use Corridor Priority Corridor -	Vacant
1394 E Woodview Dr.	R343708	Dunkley Subd, Lot 4	4.42AC	SFS-2-B; SFR-1-B	GC-2-C	Multi-Use Corridor Priority Corridor -	Vacant

Lots 2 and 3, which are highly visible from the 183A Toll, are the only parcels proposed for the Peak Business Park development at this time (see attached Concept Plan). These two lots will form the foundation of the Peak Business Park, led by the Peak Performance Martial Arts Training Center. The Peak Performance Institute has proudly served the local community since 1997, and its expansion into this prominent location will establish a landmark presence and serve as a catalyst for future economic activity.

While Lot 4 (owned by the Parsley family) is not currently proposed for development, its inclusion in this rezoning request maintains consistency of zoning across all three contiguous parcels, allowing for a cohesive planning framework in the future.



Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

The proposed GC-2-C zoning will support a mix of compatible commercial uses that enhance area services and contribute to local employment and tax revenue. The site's location along a major transportation corridor, its adjacency to existing commercial development, and the lack of direct abutment to single-family homes (as seen in neighboring properties across the 183A Toll) further support the appropriateness of the requested zoning.

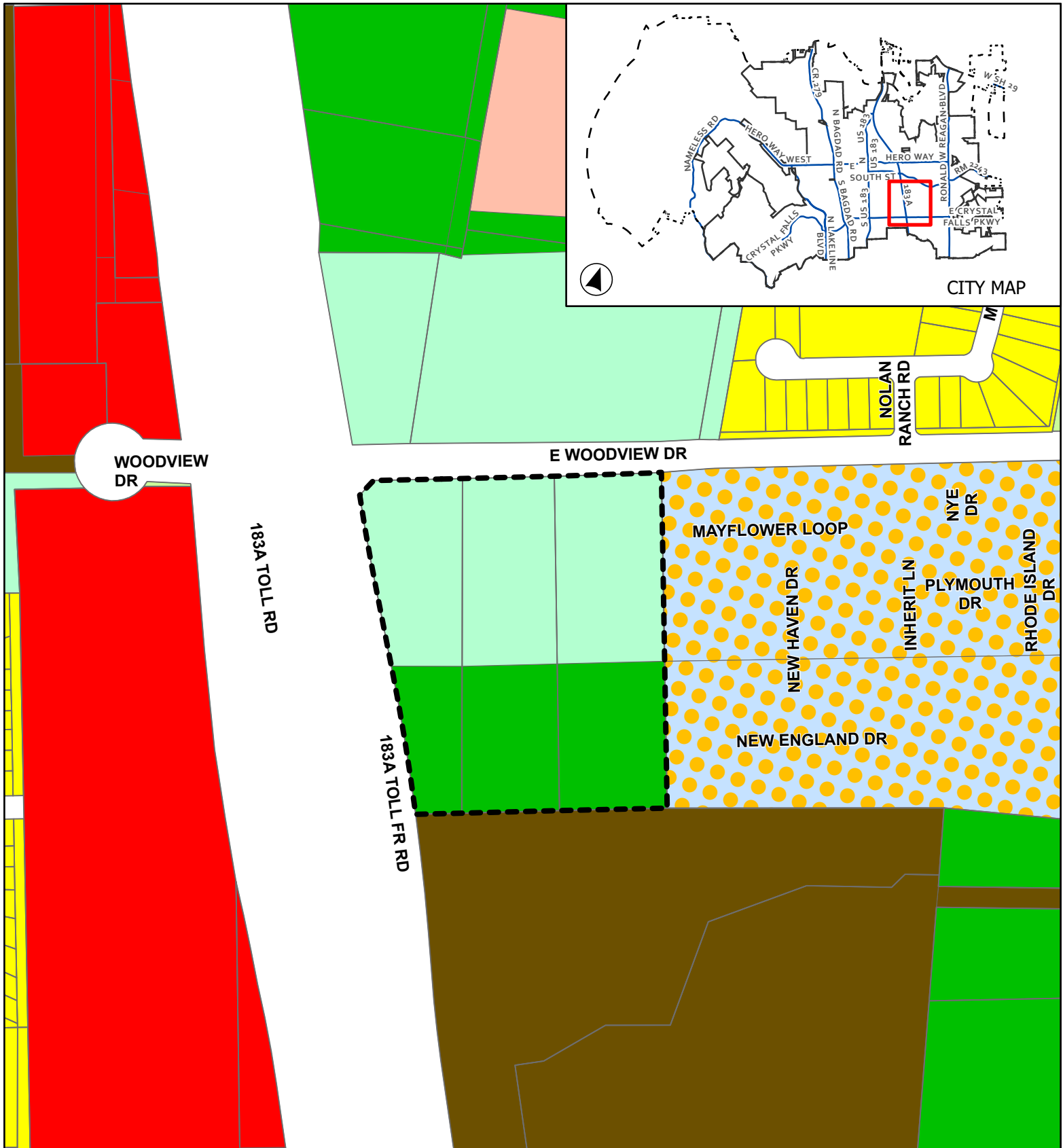
We are committed to thoughtful and high-quality development that aligns with the City of Leander's goals and vision. Thank you for your consideration of this rezoning request. Please feel free to contact me directly with any questions or to discuss further.

We appreciate your consideration of support. Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink that reads "Nick Sandlin".

Nick Sandlin, P.E.
President & Principal
TBPELS Firm# 21356



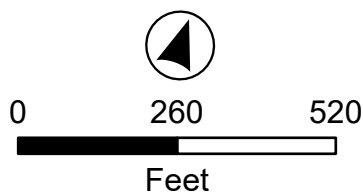
CASE: Z-25-0176

ATTACHMENT 2

PEAK BUSINESS PARK

Current Zoning

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

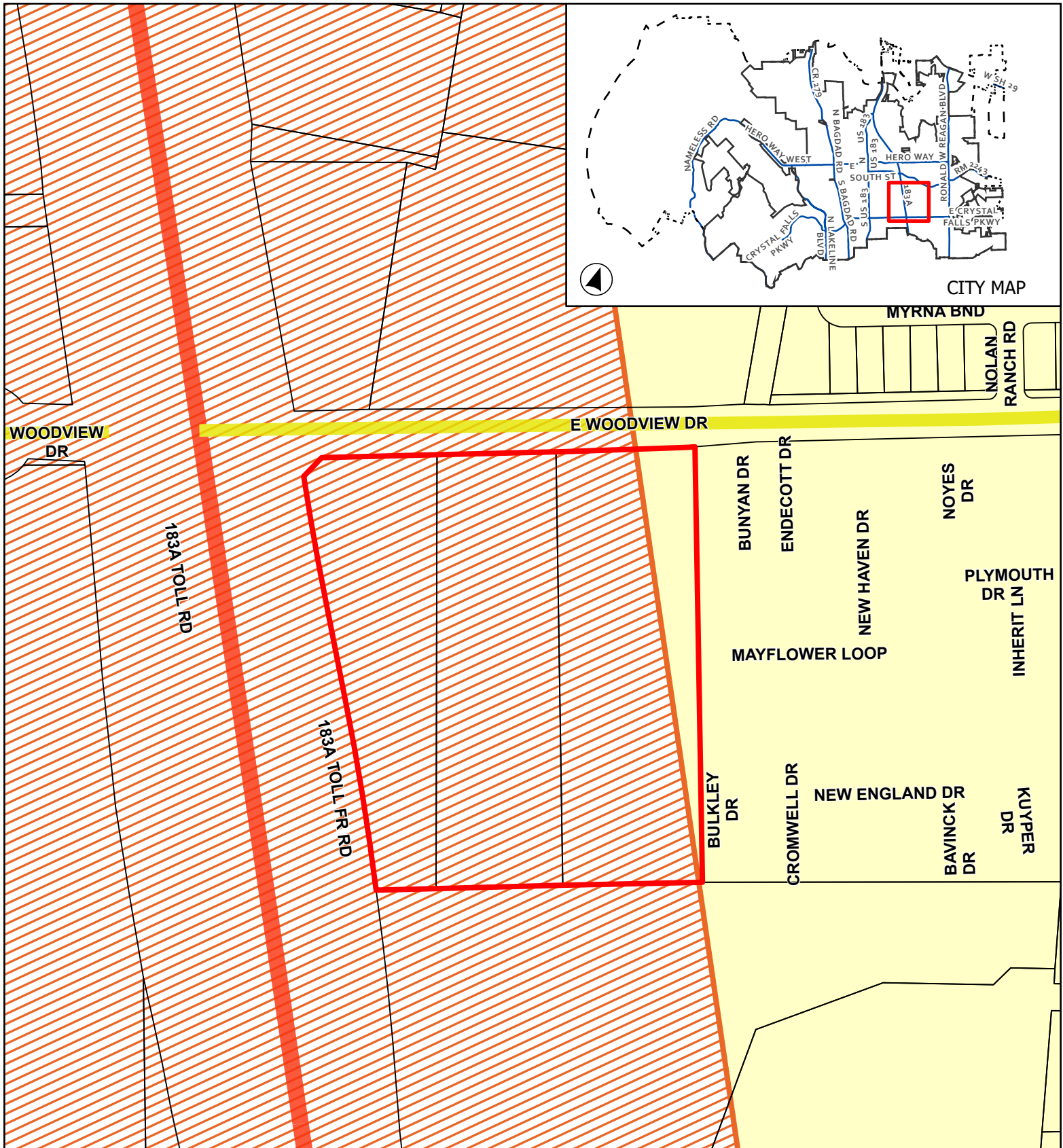


City Limits
ETJ
Subject Boundary

Current Zoning

SFR - Single-Family Rural
SFS - Single-Family Suburban

SFU - Single-Family Urban
SFC - Single-Family Compact
MF - Multi-Family
LO - Local Office
GC - General Commercial
PUD - Townhomes



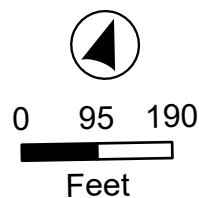
CASE: Z-25-0176

ATTACHMENT 3

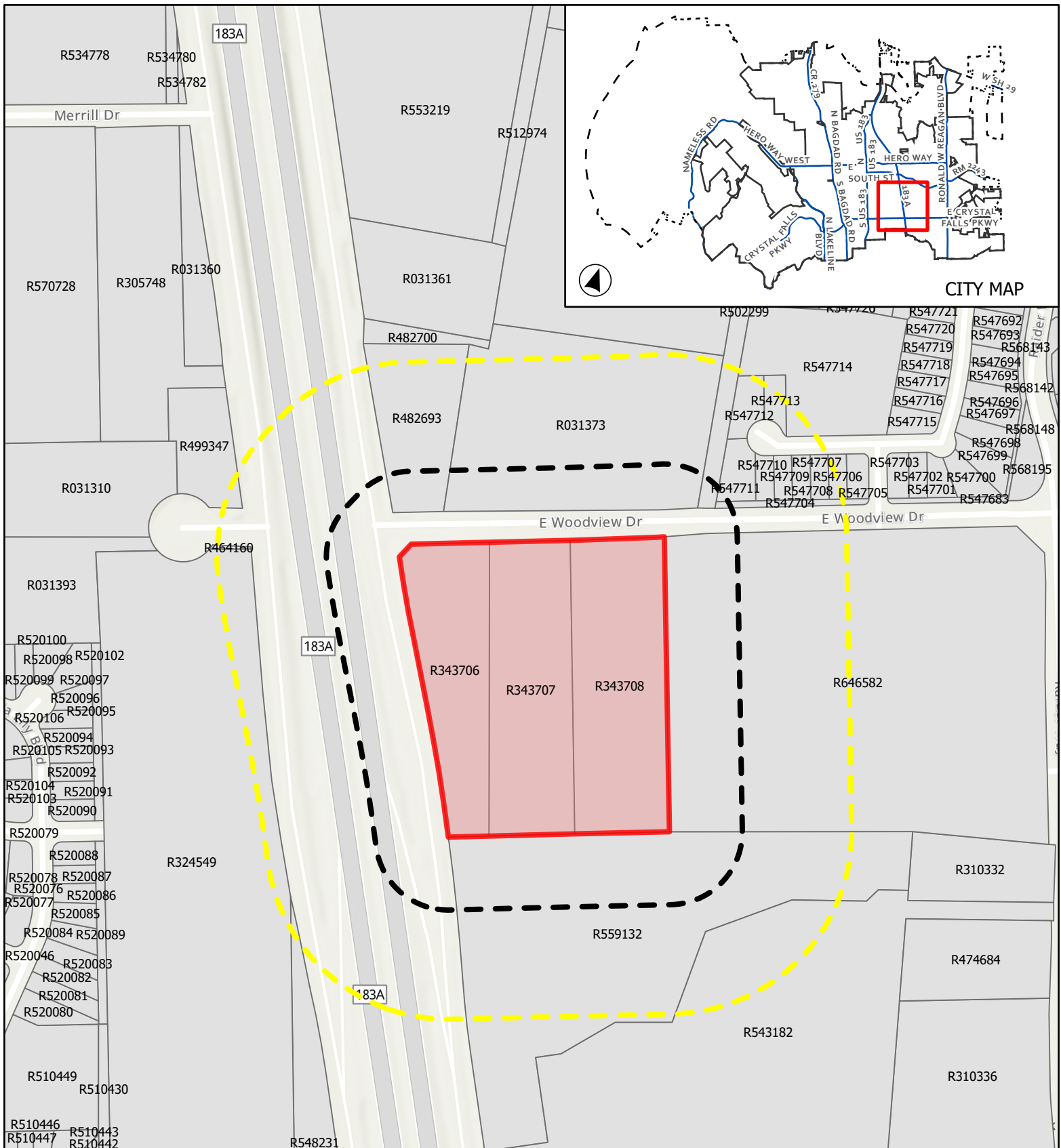
PEAK BUSINESS PARK

Future Land Use Map

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- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Access Controlled, Existing
- Collector, Existing
- Neighborhood Residential
- Multi-Use Corridor - Priority Corridor



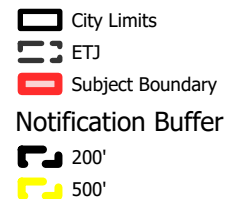
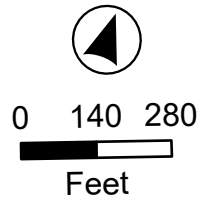
CASE: Z-25-0176

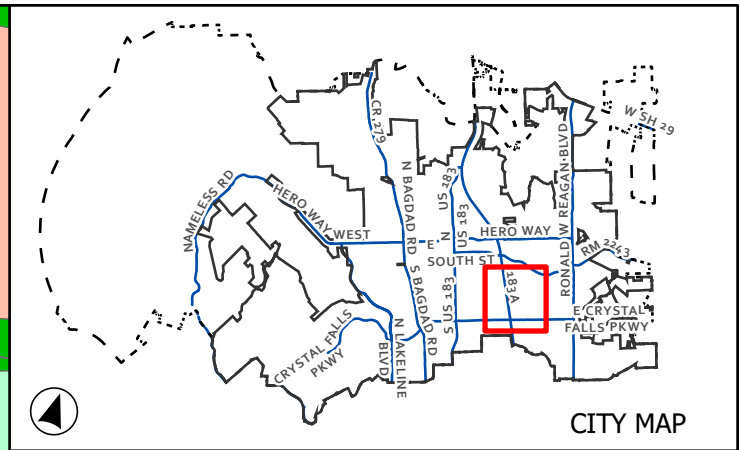
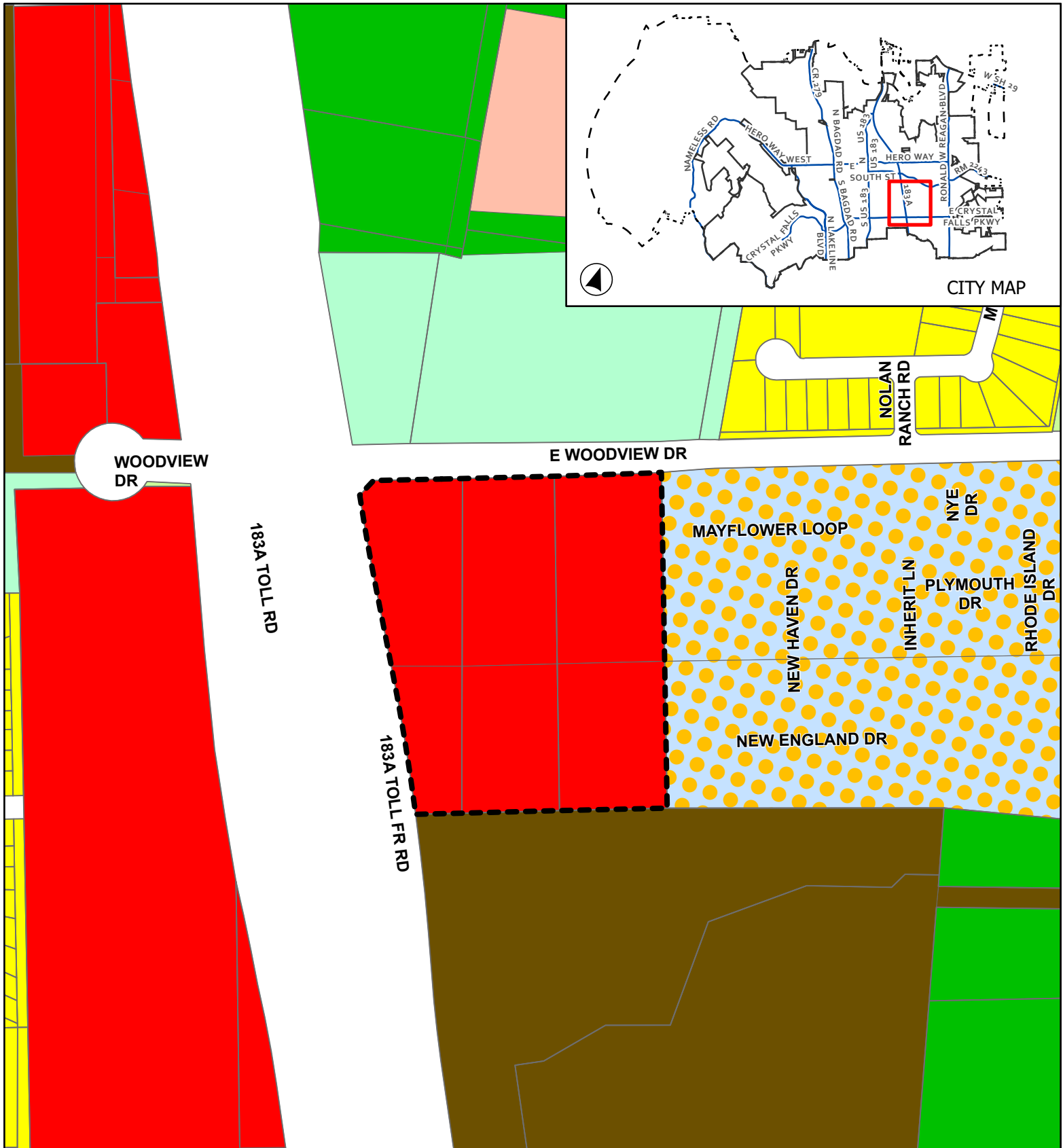
ATTACHMENT 4

PEAK BUSINESS PARK

Public Notification

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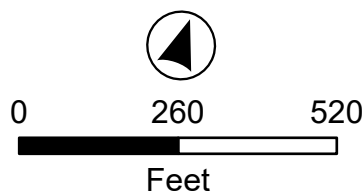
CASE: Z-25-0176

ATTACHMENT 5

PEAK BUSINESS PARK

Proposed Zoning

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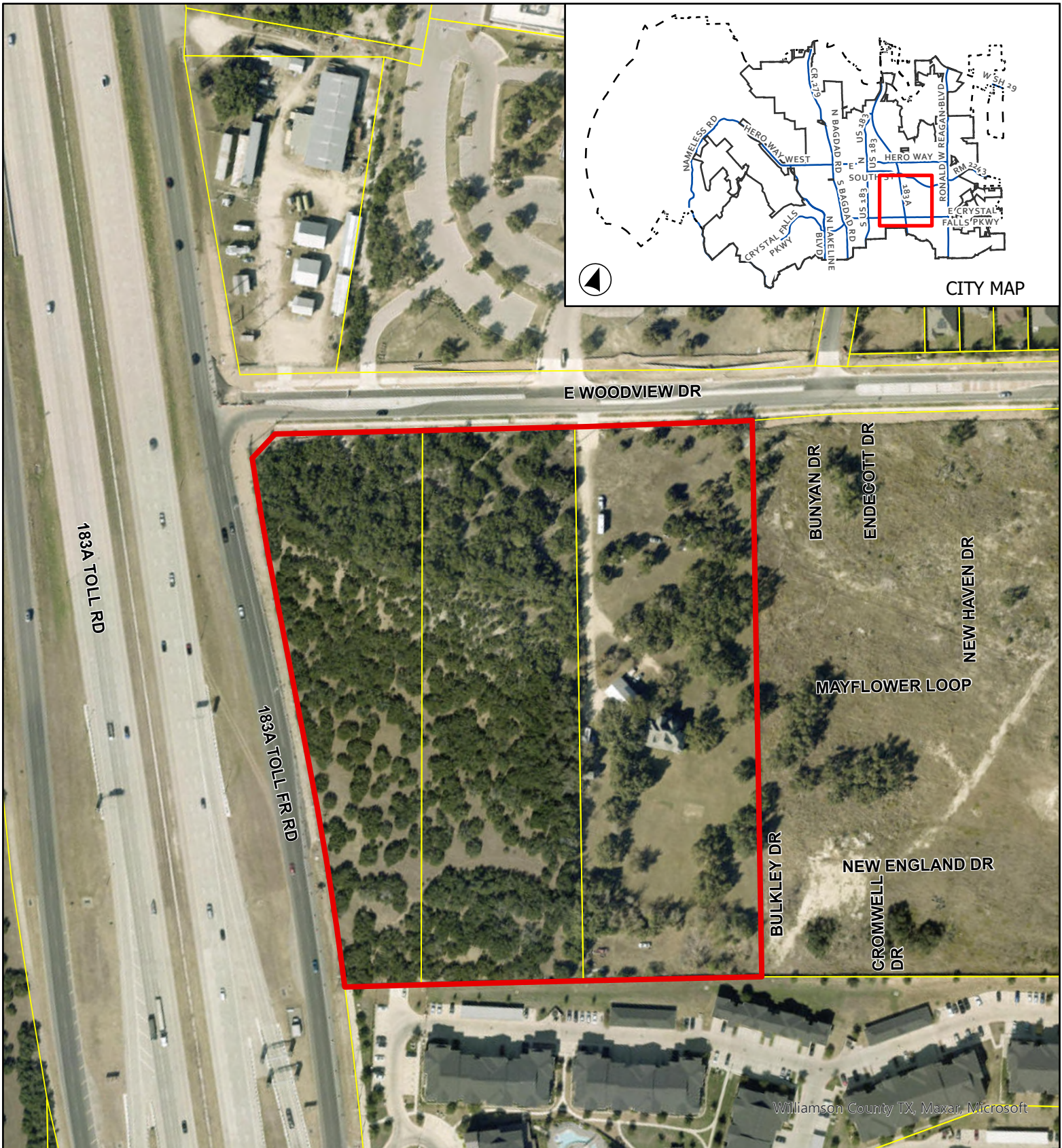


City Limits
ETJ
Subject Boundary

Proposed Zoning

SFR - Single-Family Rural
SFS - Single-Family Suburban

SFU - Single-Family Urban
SFC - Single-Family Compact
MF - Multi-Family
LO - Local Office
GC - General Commercial
PUD - Townhomes



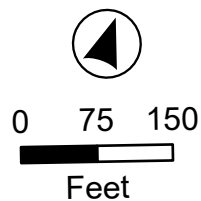
CASE: Z-25-0176

ATTACHMENT 6

PEAK BUSINESS PARK

Aerial Map

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



- Leander City Limits
- Subject Boundary

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

All owners within 500' were notified w/ the attached notification letter. The addresses were sourced from the 500' boundary map in the Williamson County Appraisal District's website.

The Stewart Crossing Subvision HOA was notified directly via email (attached correspondence). The Enclave at Stewart's Crossing was sent a USPS Mailed Notice. No online contact information was found.

The Peak Business Park notification letter attached was included in the mailing. This letter proposed a proactive information session for all residents on 7/19/25 to answer questions or field concerns.

No residents showed for this information session. To date, no residents have reached out following the notification except Ms. White who replied to our email with questions.

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

All owners on the notification list within 500' were sent a USPS mailed notice making them aware of the development as well as the information session that occurred on 7/19. The Park at Crystal Falls apartment management was contacted but no response was returned.

3. What concerns were raised during these communications?

None of the notified residents attended the Public Information Session on 7/19 at the current Peak Performance office. The only questions posed to ownership to date have been from the Stewart's Crossing Subdivision HOA President via email which has been shared in this package with a prompt reply.

Ownership attempted to contact Ms. White directly to field any more questions or concerns and no response has been received to date.

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

No specific zoning related concerns have been posed to the Owner or Applicant that warrant changes. The Site Component of the composite zoning district has been changed from a 3 to a 2 to enable a transition from Commercial to Residential in appropriate areas.

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

Signature: Nick Sole Date 7/21/25

June 25, 2025



Re: Proposed Rezoning of Parcels near E. Woodview Drive and CR 271 -Leander, TX

To Whom It May Concern,

We are writing to inform you of a proposed **rezoning application** submitted to the **City of Leander** for three contiguous parcels located along **E. Woodview Drive and CR 271**, just east of **Highway 183-A**. I am the applicant who is requesting a change in zoning from **Single-Family Residential (SFS-2-B and SFR-1-B)** to **General Commercial (GC-2-C)**.

The proposed rezoning will allow the development of a new commercial center known as **Peak Business Park**, which will be anchored by my long-standing **Peak Performance Martial Arts Training Center**, a local institution serving the community since 1997. The remainder of the site will support a complementary mix of restaurant, medical office, and retail space to serve the growing population and provide local economic benefits.

This notification is being sent in accordance with City of Leander requirements to all landowners within **500 feet** of the subject property. The rezoning request will be considered at an upcoming **Planning & Zoning Commission meeting**, and details will be available on the City of Leander's official website as well as mailed to you directly by the City. You can see an attached conceptual plan for reference for a proposed development on my two lots. The lot located at 1394 Woodview Dr. is included in this Rezoning Request but has not proposed development at this time. All lots in the rezoning request are included in the table below:

Address	WCAD Parcel ID	Legal Description Abbreviation	Acreage	Existing Zoning District	Proposed Zoning District	Future Land Use Designation	Physical Description
Unassigned – CR 271	R343706	Dunkley Subd, Lot 2	2.7652A C	SFS-2-B; SFR-1-B	GC-2-C	Multi-Use Corridor – Priority Corridor	Vacant
Unassigned – CR 271	R343707	Dunkley Subd, Lot 3	4.8852A C	SFS-2-B; SFR-1-B	GC-2-C	Multi-Use Corridor – Priority Corridor	Vacant
1394 E Woodview Dr.	R343708	Dunkley Subd, Lot 4	4.42AC	SFS-2-B; SFR-1-B	GC-2-C	Multi-Use Corridor – Priority Corridor	Vacant

We appreciate your attention to this matter and encourage your feedback. If you have questions, concerns, or would like to learn more about this rezoning request, please don't hesitate to reach out. We have scheduled an information meeting Saturday July 19th at 10am. The meeting will be held at Peak Performance Training Center, 500 Brushy Creek Rd. Ste. 504. We can also be reached at gpsredevelopment@gmail.com, or via phone (512) 658-1804.

Sincerely,

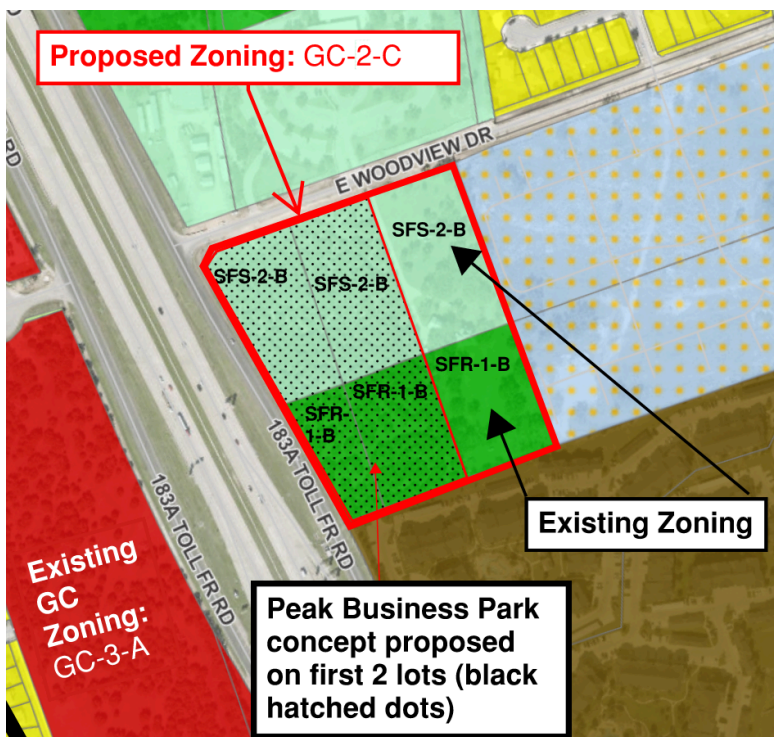
Gary Schill
Owner, Lots 2 & 3 of Dunkley Subdivision
Owner, Peak Performance Training Center
gpsredevelopment@gmail.com

Alyson - please see my responses below in blue.

We have some questions regarding this development.

1. Which parcels are you exactly proposing for this business park? Are they the 6 lots (which according to WCAD is technically 3 lots) at the southeast corner of Woodview & 183A Frontage Road?

You are correct, the zoning case encompasses three legal lots, which the WCAD map visually splits into six due to differing zoning overlays. The City's zoning map reflects two zoning districts across the three parcels, which is likely the source of confusion. The Peak Business Park concept plan, anchored by the locally owned Peak Performance, is only proposed for the first two lots, both of which are owned by Gary Schill. The third lot is included in the zoning case for consistency but is not currently planned for development as part of this phase.



2. Why do you think more un-leased retail space is a good idea? Have you seen the un-leased retail spaces just south of the apartments (south of these parcels) that have been vacant for over a year with only 2 businesses currently leasing (one isn't even open yet)?

We appreciate your concern and input on this point. The intent of this project is not to create additional vacant retail space. The proposed General Commercial zoning district allows for a wide range of uses, retail is just one of many. The development will be anchored by Peak Performance, which is technically classified as a Daycare use. This is a locally owned, service-based business that has demonstrated demand and community engagement. We are being thoughtful about how the site is developed and how the available uses respond to actual



Sandlin Services, LLC
P: (806)679-7303
TBPELS Firm # 21356

market demand. For reference, the City's permitted uses in the General Commercial district can be found [here](#).

3. What will the buildings look like? As we all know, the Leander Marketplace (which is only open one day a month) is an eyesore. Will these be metal, industrial buildings or will they be nice, brick & mortar buildings that are more aesthetically pleasing?

All buildings will be required to meet the City's architectural design standards, which are enforced through both corridor overlay requirements and zoning district design regulations. In this case, the "C" architectural component applies, which requires that at least 60% of street-facing façades consist of high-quality materials such as unpainted clay brick, stone, marble, granite, tile, stucco, or nonreflective glass. Additionally, at least 15% of the front façade must consist of windows or door openings, and each building must include a minimum of three distinct architectural design features (e.g., recesses, offsets, patios, arches). These requirements ensure a high standard of appearance that aligns with the City's long-term vision for this corridor and will not be the eyesore you described with the Leander Marketplace.

4. Will there only be one access point off the frontage road, or do you plan on having more than one? Woodview is a very narrow road (with a concrete median the city JUST put in), and to have 2 access points off that road and only one off the frontage road seems a little off. Almost all residents of Stewart Crossing & Marbella use Woodview as the main entrance point into the neighborhoods, especially when school is in session. Also, with the proposed residential development of the Enclave at Stewart Crossing (184 units) and a new neighborhood being built just north of Marbella along Raider Way, added traffic on Woodview is not ideal.

The main access is expected off of 183A Toll frontage. Access locations will ultimately be determined by the City of Leander based on their Transportation Criteria Manual and the findings of a required Traffic Study (TIA). All access points, whether on the frontage road or Woodview, must be approved by the City's Traffic Engineer, who will review projected volumes, safety considerations, and roadway capacity. Your concerns about neighborhood traffic and school circulation will be important inputs in that analysis, and we expect them to be addressed during the site development phase.

5. What will the "restaurant" space be? Do you already have a potential restaurant on the hook for that space?

We would have to direct you to the owner for this question. His contact information is included in the notification letter provided previously and here: Gary Schill, gpsredevelopment@gmail.com

Sorry for all of the questions. Thanks in advance for your response.

Sincerely,

Alyson White
Stewart Crossing HOA President

Thank you,
Adam Hughes
Sandlin Services, LLC
adam@sandlinservices.com

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING THREE (3) PARCELS OF LAND FROM INTERIM SFR-1-B (SINGLE-FAMILY RESIDENTIAL) AND INTERIM SFS-2-B (SINGLE-FAMILY SUBURBAN) TO GC-2-C (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 12.595 acres $\pm$; being more particularly described in **Exhibit "A"**; located southeast of the intersection of 183A Toll Road and E. Woodview Drive; identified by Williamson Central Appraisal District tax identification number R343706, R343707, and R343708; more particularly described in Instrument Number 2025019337 and 2013091353; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single-Family Residential) and Interim SFS-2-B (Single-Family Suburban) to GC-2-C (General Commercial) as shown in **Exhibit "A"**.

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

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

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

PASSED AND APPROVED on First Reading this the 2nd day of October, 2025.
FINALLY PASSED AND APPROVED on this the 16th day of October, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, August 28, 2025
Regular Meeting at 6:00 PM



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

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

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the August 21, 2025 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 6-7.

By: Board Member Morales

Seconded: Board Member Lewis

Vote: 6 - 0

6. Approval of the minutes for meeting held on August 14, 2025.
7. Approval of the extension of the application expiration for Subdivision Case PICP-22-0039 regarding Mouton's Bistro; on one (1) parcel of land 1.118 Williamson acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R036041, commonly known as located 309 N US 183, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0176 to amend the current zoning of Interim SFR-1-B (Single-Family Residential) and Interim SFS-2-B (Single-Family Suburban) to GC-2-C (General Commercial) on three (3) parcels of land 12.595 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R343706, R343707, and R343708; and generally located southeast of the intersection of 183A Toll Road and E. Woodview Drive, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0176 as described above.

Public Hearing opened at 6:09 p.m.; Public Hearing closed at 6:09 p.m.; following discussion.

No one wished to speak in favor or opposition of the request.

Motion to approve Zoning Case Z-25-0176.

By: Board Member Lantrip

Seconded: Board Member Mahan

Vote: 6 - 0

REGULAR AGENDA

9. Discuss and consider action on Tree Removal Case TRP-25-0040 regarding the removal of twelve (12) Significant Trees associated with the commercial development of 675 Kauffman Loop Public Improvement Construction Plans (PICP-24-0176) and Site Development (SD-24-0282) projects located at 675 Kauffman Loop, Leander, Williamson County, Texas.

Motion to approve Tree Removal Case TRP-25-0040.

By: Board Member Lewis

Seconded: Board Member Calame

Vote: 6 - 0

10. Adjournment
Meeting adjourned at 6:18 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Conduct a Public Hearing adopting an ordinance amending development and building permit fees set forth in the fee schedule; amending parks and recreation fees; amending all parts of ordinances in conflict; providing a severability clause; providing a savings clause; providing severability and open meetings clauses; and providing for related matters.

- Discuss and consider action on fee schedule as described above.

BACKGROUND:

In coordination with the preparation and adoption of the Fiscal Year 2026 City of Leander Budget, each department conducted a comprehensive review of the City's Fee Schedule and the Parks and Recreation User Fees Policy. Staff is recommending amendments and/or removal of certain fees primarily related to permitting, engineering, and parks and recreation including:

- Fee Schedule (Code of Ordinances, Appendix A)
 - Section A1.003. Nonrefundable fee for expenses of professional consultation services
 - Section A3.002. Land use
 - Section A3.003. Subdivisions
 - Section A3.004. Building permits and inspections and related fees
 - Section A3.006. Other fees
 - Section A3.007. Maps
 - Section A3.009. Site development permit review
 - Section A6.003. Miscellaneous fees
- Parks and Recreation User Fees Policy
 - Special Consideration for Fees and Charges Variances
 - Appendix A - Parks, Recreation, and Library Fee Schedule
 - Lakewood Park
 - Robin Bledsoe Park
 - Robin Bledsoe Pool Private Rentals
 - Horizon Lake Park
 - Benbrook Ranch Park
 - Senior Activity Center
 - Special Use Fees
 - Leander Activity Center

The Development Services Department benchmarked permitting and engineering fees against neighboring cities

including Cedar Park, Round Rock, Pflugerville, Georgetown and Hutto. Development Services also collaborate with these cities when industries evolve that creates a need for introducing new fees or making adjustments to existing fees. For Fiscal Year 2026, the City is introducing several new fees to accommodate new application types such as the Entertainment District, Extraterritorial Jurisdiction ("ETJ") Release Requests, and Wireless Communications Facilities. Additionally, staff has proposed updates to the technology fees to help offset the costs associated with permitting software and digital infrastructure.

During the 88th Regular Legislative Session, House Bill 1922 was passed into law that requires the governing body of a municipality to hold a public hearing on the reauthorization of building permit fees every ten years. This public hearing meets the requirement for the City Council to consider adopting amendments to building permit fees in the Fee Schedule.

The Parks and Recreation Department presented proposed user fee amendments for Fiscal Year 2026 to the Parks and Recreation Advisory Board on April 8, 2025. The Parks and Recreation Advisory Board approved the proposed user fee amendments and staff has incorporated the fee changes into the Parks and Recreation User Fees Policy to be considered by the City Council.

Staff has included two (2) exhibits to the ordinance for City Council to consider amending: (A) Fee Schedule in the City's Code of Ordinance and (B) Parks and Recreation User Fees Policy. For reference, staff has also attached redlined versions of proposed edits and amendments to the Fee Schedule and Parks and Recreation User Fees Policy.

The most significant increases in Development Services related fees apply to Land Use, Platting, and Miscellaneous Permit fees.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends adopting the ordinance to amend the Fee Schedule and the Parks and Recreation User Fees Policy.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. Ordinance Amending Fee Schedule
2. Exhibit A - Fee Schedule
3. Exhibit B - Parks and Recreation User Fees Policy
4. Fee Schedule (REDLINED)
5. Parks and Recreation User Fees Policy (REDLINED)

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING DEVELOPMENT AND BUILDING PERMIT FEES SET FORTH IN THE FEE SCHEDULE; AMENDING PARKS AND RECREATION FEES; AMENDING ALL PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Leander, Texas (the “City”), a home rule-city, has the authority to set fees reasonable and necessary for the operation of the City;

WHEREAS, the Appendices Fee Schedules for Parks and Recreation Fees are required to be updated to reflect the availability of the User Fees Policy;

WHEREAS, HB 1922 adopted during the 88th Regular Legislative Session provides that building permit fees, which are fees charged by the City as a condition to construct, renovate, or remodel a structure, are abolished unless the City Council holds a public hearing and reauthorize said fees;

WHEREAS, the City Council of the City of Leander, Texas (the “City”), held a public hearing on October 2, 2025 regarding the reauthorization of the City’s building permit fees; and

WHEREAS, the City Council finds that the fees set forth herein are reasonable and necessary for the operation of the City;

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

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

SECTION 2. Fee Schedule. Appendix A titled “Fee Schedule” of the City of Leander Code of Ordinances (the “Code”) is hereby amended in its entirety to read as set forth in Exhibit A.

SECTION 3. Building, Subdivision and Zoning Related Fees Reauthorized and Adopted. Sections A3.002, A3.003, A3.004, A3.006, A3.007, and A3.009 of Appendix A of the City of Leander Code of Ordinances (the “Code”) are hereby amended in their entirety to read as set forth in Exhibit A and incorporated herein for all purposes, are hereby reauthorized, adopted, and approved.

SECTION 5. Parks and Recreation Department User Fees Policy Amendment. The Parks and Recreation Department User Fees Policy, and the fees set forth therein, attached hereto as Exhibit B are hereby amended and previous fees adopted are hereby repealed.

SECTION 6. Amendment Of Ordinances. Leander Code of Ordinances, Appendix A titled “Fee Schedule”, and parks and recreation fees are hereby amended in its entirety to read as set forth in Exhibit A and Exhibit B and as provided in this ordinance and any ordinances or portions thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 7. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting fees charged by the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 8. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

SECTION 9. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 10. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this 2nd day of October, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS

Debora Penberg, Senior City Secretary

Christine DeLisle, Mayor

APPENDIX A FEE SCHEDULE

ARTICLE A1.000. GENERAL CITY FEES

Sec. A1.001. Notary service fee.

A fee in the amount of \$5.00 may be charged and paid to the city for the notarization of each instrument or document notarized by any employee or officer of the city while on duty.

(2003 Code, app. A, sec. 1.400)

Sec. A1.002. Fees for copies of public information.

- (a) Each person requesting copies of public information shall pay a fee for such copies, said fee to be calculated in accordance with the Texas Administrative Code ("TAC"), title 1, part 3 chapter 70 rule § 70.3 (the "rule"), as amended from time to time, and do not reflect any additional charges that may be associated with a particular request. In the event of a conflict between this section and the rule, the rule shall control.
- (b) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, the city may request an exemption in accordance with § 70.4 of the TAC (relating to requesting an exemption).
- (c) *Copy charge.*
 - (1) *Standard paper copy.* The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that has recorded information is considered a page.
 - (2) *Nonstandard copy.* The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
 - (A) Diskette: \$1.00;
 - (B) Magnetic tape: Actual cost;
 - (C) Data cartridge: Actual cost;
 - (D) Tape cartridge: Actual cost;
 - (E) Rewritable CD (CD-RW): \$1.00;
 - (F) Nonrewritable CD (CD-R): \$1.00;
 - (G) Digital video disc (DVD): \$3.00;
 - (H) JAZ drive: Actual cost;
 - (I) Other electronic media: Actual cost;

-
- (J) VHS videocassette: \$2.50;
 - (K) Audio cassette: \$1.00;
 - (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper - see also §70.9 of the TAC): \$0.50;
 - (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic): Actual cost.
- (d) *Labor charge for programming.* If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the city may charge for the programmer's time.
- (1) The hourly charge for a programmer is \$28.50 an hour, which includes fringe benefits. Only programming services shall be charged at this hourly rate.
 - (2) If the city does not have in-house programming capabilities shall comply with requests in accordance with V.T.C.A., Government Code § 552.231.
 - (3) If the charge for providing a copy of public information includes costs of labor, the city shall comply with the requirements of V.T.C.A., Government Code § 552.261(b).
- (e) *Labor charge for locating, compiling, and reproducing public information.*
- (1) The charge for labor costs incurred in processing a request for public information is \$15.00 an hour, which includes fringe benefits. The labor charge includes the actual time to locate, compile, and reproduce the requested information.
 - (2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
 - (A) Two or more separate buildings that are not physically connected with each other; or
 - (B) A remote storage facility.
 - (3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:
 - (A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the V.T.C.A., Government Code Chapter 552, Subchapter C; or
 - (B) To research or prepare a request for a ruling by the attorney general's office pursuant to V.T.C.A., Government Code § 552.301.
 - (4) When confidential information pursuant to a mandatory exception of the act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to V.T.C.A., Government Code § 552.261(a)(1) or (2).
 - (5) If the charge for providing a copy of public information includes costs of labor, the city shall comply with the requirements of V.T.C.A., Government Code Chapter 552, § 552.261(b).
 - (6) For purposes of subsection (e)(2)(A) of this section, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.
- (f) *Overhead charge.*
- (1) Whenever any labor charge is applicable to a request, the city may include in the charges an overhead charge at 20% made to cover any labor costs associated with a particular request.

-
- (2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to V.T.C.A., Government Code § 552.261(a)(1) or (2).
- (3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times 0.20 = \3.00 ; or programming labor charge, $\$28.50 \times 0.20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times 0.20 = \8.70 .
- (g) *Microfiche and microfilm charge.*
- (1) If the city already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the city should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction.
- (2) If only a master copy of information in microform is maintained, the charge is \$0.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.
- (h) *Remote document retrieval charge.*
- (1) Due to limited on-site capacity of storage of documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort will be made by the city to store current records on site. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.
- (2) If the city has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (e)(1) of this section.
- (i) *Computer resource charge.*
- (1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.
- (2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.
- (3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Therefore, the city manager or designee shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System-Rate: Mainframe-\$10.00 per CPU minute; Midsize-\$1.50 per CPU minute; Client/Server-\$2.20 per clock hour; PC or LAN-\$1.00 per clock hour.

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- (4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather, it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (e) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10/3 = \3.33 ; or $\$10/60 \times 20 = \3.33 .
- (5) If the city does not have in-house computer capabilities shall comply with requests in accordance with the V.T.C.A., Government Code § 552.231.
- (j) *Miscellaneous supplies.* The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.
- (k) *Postal and shipping charges.* The city may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
- (l) *Sales tax.* Pursuant to office of the comptroller of public accounts' rules sales tax shall not be added on charges for public information (34 TAC, part 1, chapter 3, subchapter O, § 3.341 and § 3.342).
- (Ordinance 19-069-00, sec. 3, adopted 11/7/19)

Sec. A1.003. Nonrefundable fee for expenses of professional consultation services.

An applicant making a zoning request, a variance request, a subdivision request, a construction plan review, a traffic study, a building and fire safety code review, an environmental review, a request for the city to enter into a contract or an agreement except city purchase contracts, a request for a special development consideration, an inquiry under V.T.C.A., Local Government Code Chapter 245, an engineering analysis or review for utility, drainage, floodplain or other technical elements or any other matter requiring professional consultation shall pay a nonrefundable fee for professional consultation services in the amount of \$200.00 or the estimated fee for such service whichever greater prior to such service being conducted in addition to all other applicable fees.

(2003 Code, app. A, sec. 1.500)

Sec. A1.004. Parks and recreation fees.

Refer to the user fees policy on file in the office of the city secretary, as amended from time to time.

(Ordinance 21-073-00 adopted 9/2/21; Ordinance 22-089-00 adopted 9/15/2022; Ord. No. 24-001-00, § 3, 1-4-2024)

Sec. A1.005. Golf course fees.

Refer to the user fees policy on file in the office of the city secretary, as amended from time to time.

(Ordinance 21-094-00 adopted 10/21/21; Ordinance 22-089-00 adopted 9/15/2022; Ord. No. 24-001-00, § 3, 1-4-2024)

Sec. A1.006. Library fees.

Refer to the user fees policy on file in the office of the city secretary, as amended from time to time.

(Ordinance 21-073-00 adopted 9/2/21; Ordinance 22-089-00 adopted 9/15/2022; Ord. No. 24-001-00, § 3, 1-4-2024)

Sec. A1.007. Filing fee for place on the city council ballot.

A fee in the amount of \$50.00 shall be charged to each person who files for a place on the ballot for a city council election, unless such person files a petition in lieu of the filing fee in accordance with section 1.03.002 of the code.

(Ordinance 15-004-00, sec. 3, adopted 1/15/15)

Sec. A1.008. Payment of fees, fines or other charges by credit card.

- (a) The city will accept credit cards as a means for paying fees, fines, court costs, or other charges.
- (b) The city will contract with a financial institution for the processing of credit cards.
- (c) The city manager may authorize a fee not to exceed five (5) percent, or \$2.00, whichever is less, for payment transactions made in person, by mail, or by telephone as a handling fee.
- (d) For payments made through the internet, the city manager is authorized to establish fees to recover the costs directly and reasonably incurred in providing the access or service on the internet.

(Ordinance 16-026-00 adopted 4/7/16)

State law reference(s)—Payment of fees, fines, court costs or other charges by credit card, V.T.C.A., Local Government Code Chapter. 132.

ARTICLE A2.000. ANIMAL CONTROL RELATED FEES

Sec. A2.001. General provisions.

There are hereby fixed and assessed the following fees to defray the cost of managing an animal control program and for the protection of the public health, against the owner or keeper of every animal kept in the city; at such time that fee adjustments may be required to maintain a neutral "at cost" relationship, fees may be amended by resolution of the city council.

(2003 Code, app. A, art. 2.000)

Sec. A2.002. Standard licensing fee—Only when tag issued.

- (a) Dog or cat, per annum fee: \$15.00.
- (b) Dangerous dogs, per annum fee: \$50.00.

Sec. A2.003. Permits.

A permit shall be issued after payment of the applicable fee:

- (1) Circus/zoo: \$500.00.
- (2) Commercial animal enterprise: \$100.00.
- (3) Renewal, per annum fee \$50.00.

Sec. A2.004. Dismissal of offense upon proof of vaccination.

The failure of a dog or cat to wear a vaccination tag on a collar shall be prima facie evidence of the failure to vaccinate the animal as required by chapter 2 of the Code of Ordinances. To prove that a dog or cat was vaccinated at the time of the offense, the owner of the dog or cat must present a copy of the vaccination certificate issued by the veterinarian that shows the date the vaccination was administered. The offense shall be dismissed upon verification that the animal alleged in the offense was vaccinated on the date of the offense with the payment of a \$20.00 administrative fee.

(Ordinance 16-064-00, ex. B, adopted 7/21/16)

ARTICLE A3.000. BUILDING, SUBDIVISION AND ZONING RELATED FEES**Sec. A3.001. General provisions.**

- (a) All fees are nonrefundable and due at time of submittal unless otherwise noted.
- (b) General enforcement.
 - (1) Double permit fees will be charged for any work started before signing the permit.
 - (2) No new permits will be issued until all permit fees have been paid.
 - (3) A stop-work order will be issued on all permits where reinspection fees of \$300.00 or more are owed.
 - (4) All fees must be paid current before the final inspection is performed.
- (c) Nonprofit organizations that hold a 501(c)(3) or 501(c)(4) designation and that are formed for the primary purpose of community service or social welfare are excepted from paying application filing fees for applications set forth in this article.

(2003 Code, app. A, art. 3.000(a), (i); Ord. No. 24-107-00, § 1, 11-21-2024)

Sec. A3.002. Land use.

Land use fees:

- (1) Zoning applications (including rezone applications and minor planned unit development applications): \$800.00 for the first five acres or portion thereof, plus \$150.00 per each additional acre or portion thereof.
- (2) Special use permits: \$400.00 (\$200.00 for an amendment or an extension).
- (3) Entertainment district: \$400.00 (\$200.00 for an amendment or an extension).

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- (4) Variance or waiver from zoning ordinance: \$400.00 per variance or waiver.
 - (5) Planned unit development: \$400.00 per acre or portion thereof, plus \$3,000.00 (maximum fee of \$15,000.00).
 - (A) Major amendment: \$2,500.00 plus \$200.00 per acre or portion thereof (maximum fee of \$10,000.00).
 - (B) Minor amendment to an existing planned unit development application: \$400.00.
 - (6) Comprehensive plan amendments: \$1,000.00.
 - (7) Comprehensive plan amendments with rezone: \$500.00.
 - (8) Voluntary annexation: \$2,000.00.
 - (9) Voluntary annexation when subject to annexation development agreement: \$500.00
 - (10) Extraterritorial jurisdiction (ETJ) release petition: \$500.00
 - (11) Professional recovery fee: \$250.00 per application. (Professional recovery fee is in addition to listed fees. If an outside consultant for the city is required as a result of the application, the applicant is required to pay the estimated fee for such service prior to such service being conducted.)
 - (12) Zoning verification letter: \$100.00.
 - (13) Sign posting fee: \$30.00 per sign.
 - (14) Public hearing notification (newspaper): \$300.00 per newspaper notice.
 - (15) Property owner notification: \$5.00 per owner.
 - (16) Restrictive covenant, deed restriction, shared parking agreement or similar document: \$500.00 plus \$100.00 per page or portion thereof (8.5 inch x 11 inch pages, 12 pt. type).
 - (17) Traffic study review:
 - (A) In house review:
 - (i) \$4,000.00 for level three study.
 - (ii) \$5,000.00 for level four study.
 - (iii) Traffic study revision: 50% of original traffic study fee.
 - (B) Outside consultant/third party review:
 - (i) \$500.00 filing fee plus review fees from the outside consultant.
 - (18) Drainage study (not associated with a site development or subdivision application):
 - (A) In house review: \$500.00 filing fee.
 - (B) Outside consultant/third party review: \$500.00 filing fee plus review fees from outside consultant.
 - (19) Zoning postponement after notification: \$500.00 plus new notification fees.
 - (20) Municipal utility district, special district: \$2,500.00 plus \$100.00 per page or portion thereof (8.5 inch x 11 inch pages, 12 pt. type), plus a \$5,000.00 deposit for legal fees.
 - (21) Street vacation request: \$500.00 plus \$0.05 per square foot of ROW.
 - (22) Plat vacation request: \$1,500.00

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- (23) Administrative code exception authorized by ordinance: \$100.00.
 - (24) Appeal of administrative planning and zoning commission decision: \$400.00.
 - (25) GIS (applies to all applications mapped on GIS): \$75.00.
 - (26) Heritage tree removal permit: \$250.00.
 - (27) Due diligence report: \$250.00. This fee may be used as a credit for the first submission of either the associated site development permit or subdivision submittal.

(2003 Code, app. A, art. 3.000(b); Ordinance 14-072-00, sec. 2, adopted 11/20/14; Ordinance 20-082-00, secs. 2—4, adopted 11/19/20; Ordinance 21-097-00, sec. 2, adopted 11/4/21; Ord. No. 23-051-00, § 2, 8-17-2023)

Sec. A3.003. Subdivisions.

Subdivision fees:

- (1) Concept plan: \$500.00 plus \$25.00 per lot or acre or portion thereof (whichever is greater).
- (2) Preliminary plat: \$2,000.00 plus \$50.00 per lot or acre or portion thereof (whichever is greater). The fee for an application for a minor revision to a preliminary plat shall be 50 percent of the preliminary plat fee.
- (3) Construction plan fees:
 - (A) Construction plan review fee:
 - (i) Subdivision related plans. Subdivision related plans are construction plans that are associated with the long form platting process.
 - a. \$1,500.00 per acre for the first 100 acres.
 - b. \$1,000.00 per acre for the next 150 acres.
 - c. \$500.00 per acre for each acre over 250 acres.
 - (ii) Off-site improvements. Off-site improvements are construction plans for any required improvement, which lies outside of the property being developed.
 - a. \$2.50 per linear foot per offsite infrastructure improvement (drainage, water, wastewater, and other similar improvements).
 - b. \$2.50 per square foot of sidewalks, deceleration lanes, streets, and other similar improvements.
 - c. \$10,000.00 traffic signals and signal modifications.
 - d. \$20,000.00 per lift station.
 - e. \$10,000.00 per pump station.
 - f. For off-site infrastructure improvements other than specified above as determined by city engineer or his/her assigns:
 - 1. The hourly rate for the estimated actual direct time of the city's employees performing the subdivision construction plan review per offsite infrastructure improvement other than specified above as determined by city engineer or his/her assignees; and/or

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2. The actual costs assessed to the city by a third-party entity that provides subdivision construction plan review services to the city.
- (B) Public infrastructure improvement inspection fee:
- (i) Public infrastructure improvements shown in subdivision related plans. Subdivision related plans are construction plans that are associated with the long form platting process.
 - a. \$2,500.00 per acre for the first 100 acres.
 - b. \$1,500.00 per acre for the next 150 acres.
 - c. \$1,000.00 per acre for each acre over 250 acres.
 - (ii) Off-site improvements. Off-site improvements are construction plans for any required improvement, which lies outside of the property being developed.
 - a. \$7.50 per linear foot per offsite infrastructure improvement item (drainage, water, wastewater, and other similar improvements).
 - b. \$5.00 per square foot of sidewalks, deceleration lanes, streets, and other similar improvements.
 - c. \$25,000.00 per traffic signal and signal modifications.
 - d. \$100,000.00 per lift station.
 - e. \$40,000.00 per pump station.
 - f. For off-site infrastructure improvements other than specified above as determined by city engineer or his/her assigns:
 1. The hourly rate for the estimated actual direct time of the city's employees performing the subdivision construction inspections; or
 2. The actual costs assessed to the city by a third-party entity that provides subdivision construction inspection services to the city.
- (4) Final plat: \$1,500.00 plus \$25.00 per lot or acre or portion thereof (whichever is greater).
 - (5) Amended plat: \$1,000.00.
 - (6) Short form final plat: \$1,500.00.
 - (7) Variance or waiver from subdivision regulations: \$400.00.
 - (8) Professional recovery fee: \$250.00 per application. (Professional recovery fee is in addition to the listed fees. If an outside consultant for the city is required as a result of the application, the applicant is required to pay the estimated fee for such service prior to such service being conducted.)
 - (9) Public hearing notification (newspaper): \$300.00 per notice.
 - (10) Request for expiration extension: \$300.00.
 - (11) Legal lot determination: \$300.00.
 - (12) Property owner notification: \$5.00 per property owner to be notified.
 - (13) Appeal of administrative or planning and zoning commission decision: \$500.00.
 - (14) GIS (applies to all applications mapped in GIS): \$75.00.

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- (15) Review and inspection fees for review of construction plans and inspection of wastewater infrastructure by Liberty Hill within the wholesale wastewater services area: Actual cost billed to Leander by Liberty Hill.
 - (16) Development agreements: \$1,000.00 plus \$5,000.00 deposit for legal fees.
 - (17) Resubmittal fees: \$1,000.00 after the second review under the standard review procedure; \$500.00 after the third review under the alternative review procedure.
 - (18) Street name change: \$250.00.
 - (19) Plat recordation fee: \$50.00.

(2003 Code, app. A, art. 3.000(c); Ordinance 15-036-00, sec. 8, adopted 7/2/15; Ordinance 20-082-00, sec. 5, adopted 11/19/20; Ord. No. 23-051-00, § 3, 8-17-2023; Ord. No. 24-018-00, §§ 2, 3, 3-7-2024)

Sec. A3.004. Building permits and inspections and related fees.

(a) *Residential permits (new construction).*

- (1) Application fee: \$200.00.
- (2) Master plan review: \$50.00 per plan.
- (3) Plan review (up to 3,000 sq. ft.): \$50.00 without master plan review, \$20.00 with master plan review (up to 3,000 sq. ft.).
- (4) Plan review (3,000 sq. ft. or greater): \$0.05 per sq. ft.
- (5) Building permit: \$0.15 sq. ft. (total foundation/floor) (\$40.00 minimum).
- (6) Plumbing permit: \$0.15 sq. ft. (total foundation/floor) (\$40.00 minimum).
- (7) Mechanical permit: \$0.15 sq. ft. (total foundation/floor) (\$40.00 minimum).
- (8) Electrical permit: \$0.15 sq. ft. (total foundation/floor) (\$40.00 minimum).
- (9) Resubmittal fee: \$200.00 after the third review.

(b) *Residential permits (remodels, additions, pool houses, cabanas, or other habitable spaces).*

- (1) Application fee: \$50.00
- (2) Plan review: \$50.00.
- (3) Building permit: \$0.05 per square foot of calculated work area (minimum of \$40.00 regardless of size).
- (4) Plumbing permit (if applicable): \$0.05 per square foot of calculated work area (minimum of \$40.00 regardless of size).
- (5) Electrical permit (if applicable): \$0.05 per square foot of calculated work area (minimum of \$40.00 regardless of size).
- (6) Temporary meter loop (if applicable): \$0.05 per square foot of calculated work area (minimum of \$40.00 regardless of size).
- (7) Permanent power (if applicable): \$0.05 per square foot of calculated work area (minimum of \$40.00 regardless of size).
- (8) Mechanical permit (if applicable): \$0.05 per square foot of calculated work area (minimum of \$40.00 regardless of size).

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- (9) Resubmittal fee: \$50.00 after the third review.
- (c) *Manufactured homes.*
- (1) Application fee: \$50.00
 - (2) Plan review: \$50.00.
 - (3) Building permit: \$0.15 per sq. ft.
 - (4) Plumbing permit: \$40.00.
 - (5) Electrical permit: \$40.00.
 - (6) Temporary meter loop (if applicable): \$40.00.
 - (7) Permanent power (if applicable): \$40.00.
 - (8) Mechanical permit: \$40.00.
 - (9) Resubmittal fee: \$50.00 after the third review.
- (d) *Commercial permits (new construction).*
- (1) Application fee: \$400.00.
 - (2) Plan review: \$0.13 per sq. ft. (up to 10,000 sq. ft.) plus \$50.00 per 1,000 over.
 - (3) Building permit: \$0.15 per sq. ft. (\$40.00 minimum).
 - (4) Plumbing permit: \$0.15 per sq. ft. (\$40.00 minimum).
 - (5) Gas release (if applicable): \$40.00.
 - (6) Electrical permit: \$0.15 per sq. ft. (\$40.00 minimum).
 - (7) Temporary meter loop: \$40.00.
 - (8) Permanent power: \$40.00.
 - (9) Mechanical permit: \$0.15 per sq. ft. (\$40.00 minimum).
 - (10) Certificate of occupancy: \$40.00.
 - (11) Stocking certificate: \$40.00.
 - (12) Resubmittal fee: \$400.00 after the third review.
- (e) *Commercial permits (remodel).*
- (1) Application fee: \$200.00.
 - (2) Plan review: \$0.06 per sq. ft.
 - (3) Building permit: \$0.15 sq. ft. (calculated work area) (\$40.00 minimum).
 - (4) Plumbing permit: \$0.15 sq. ft. (calculated work area) (\$40.00 minimum).
 - (5) Mechanical permit: \$0.15 sq. ft. (calculated work area) (\$40.00 minimum).
 - (6) Electrical permit: \$0.15 sq. ft. (calculated work area) (\$40.00 minimum).
 - (7) Gas release (if applicable): \$40.00.
 - (8) Temporary meter loop: \$40.00.
 - (9) Permanent power: \$40.00.

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- (10) Certificate of occupancy: \$40.00.
 - (11) Stocking certificate: \$40.00.
 - (12) Resubmittal fee: \$200.00 after the third review.
- (f) *Commercial shell building.*
- (1) Application fee: \$400.00.
 - (2) Plan review: \$0.13 per sq. ft. - 1st 10,000 sq. ft., plus \$50.00 per 1000 sq. ft. [over].
 - (3) Building permit: \$0.15 per sq. ft. (\$40.00 minimum).
 - (4) Plumbing permit: \$0.05 per linear ft. of all lines (excluding fire lines) (\$40.00 minimum).
 - (5) Electrical permit: \$0.10 per sq. ft. (\$40.00 minimum).
 - (6) Temporary meter loop: \$40.00.
 - (7) Permanent power: \$40.00.
 - (8) Mechanical permit (if applicable): \$0.15 per sq. ft. (\$40.00 minimum).
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- (9) Certificate of occupancy: \$40.00.
 - (10) Stocking certificate: \$40.00.
 - (11) Resubmittal fee: \$400.00 after the third review.
- (g) *Commercial (new) lease space finish-out.*
- (1) Application fee: \$200.00.
 - (2) Plan review: \$0.06 per sq. ft.
 - (3) Building permit: \$0.15 per sq. ft. (\$40.00 minimum).
 - (4) Plumbing permit: \$0.10 per sq. ft. (\$40.00 minimum).
 - (5) Gas release (if applicable): \$40.00.
 - (6) Electrical permit: \$0.05 per sq. ft. (\$40.00 minimum).
 - (7) Temporary meter loop: \$40.00.
 - (8) Permanent power: \$40.00.
 - (9) Mechanical permit: \$100.00.
 - (10) Coolers/freezers: \$40.00 each.
 - (11) Certificate of occupancy: \$40.00.
 - (12) Stocking certificate: \$40.00.
 - (13) Resubmittal fee: \$200.00 after the third review.
- (h) *Temporary construction/sales trailer (Residential and non-residential).*
- (1) Application fee: \$50.00.
 - (2) Plan review: \$20.00.
 - (3) Building permit: \$0.15 per sq. ft. (\$40.00 minimum).

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- (4) Plumbing permit: \$40.00.
 - (5) Electrical permit: \$40.00.
 - (6) Mechanical permit: \$40.00.
 - (7) Temporary meter loop: \$40.00.
 - (i) *Accessory structure permits* (Includes garages, storage sheds, workshops, decks, patios, carports, gazebos, pavilions, and any other non-habitable structures).
 - (1) Application fee: \$50.00.
 - (2) Plan review: \$20.00.
 - (3) Building permit: \$0.15 per sq. ft. (\$40.00 minimum).
 - (4) Plumbing permit (if applicable): \$40.00.
 - (5) Electrical permit (if applicable): \$40.00.
 - (j) *Swimming pool (Above and in-ground, residential and non-residential)*.
 - (1) Application fee: 50.00.
 - (2) Plan review: \$20.00.
 - (3) Building permit: \$160.00.
 - (4) Gas test (if gas-heated): \$40.00.
 - (5) Above ground: \$60.00 (electric included).
 - (k) *Gasoline storage permits*.
 - (1) Fuel pumps: \$50.00 each.
 - (2) Underground bulk storage: \$100.00 each.
 - (l) *Miscellaneous building permits*.
 - (1) Water heater install/change-out: \$50.00.
 - (2) Water softener install: \$50.00.
 - (3) Plumbing stand alone: \$50.00.
 - (4) Electric stand alone: \$50.00.
 - (5) Mechanical stand alone: \$50.00.
 - (6) Demolition permit: \$100.00.
 - (7) Driveway culvert permit: \$100.00.
 - (8) Residential irrigation:
 - (a) Permit fee: \$50.00.
 - (b) Application fee: \$50.00.
 - (c) Plan review: \$20.00.
 - (9) Commercial irrigation:
 - (a) Permit fee: \$50.00 per backflow device.

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- (b) Application fee: \$50.00.
 - (c) Plan review: \$20.00.
- (10) Sign permit (including copy changes):
- (a) Permit fee: \$40.00 or \$2.00 per sq. ft. whichever is greater.
 - (b) Application fee: \$50.00.
 - (c) Plan review: \$20.00.
- (11) Fence permit:
- (a) Permit fee: \$40.00.
 - (b) Application fee: \$50.00.
 - (c) Plan review: \$20.00.
- (12) Searchlight: \$50.00.
- (13) Structure move permit: \$55.00.
- (14) Community impact fees: Per community impact fee ordinance.
- (15) Tap fees: Per water/wastewater and tap fee ordinance.
- (16) Water meter replacement: \$40.00 (plus water meter cost).
- (17) Street cut - water/sewer taps: \$750.00 each.
- (18) Street boring/cut: \$100.00 each.
- (19) Wireless communication facility (WCF):
- (a) Accessory antennae and/or accessory structure:
 - (i) Application fee: \$50.00.
 - (ii) Plan review: \$20.00.
 - (iii) Mechanical permit (if applicable): \$40.00.
 - (iv) Electrical permit: \$40.00.
 - (b) Building permit new tower:
 - (i) Application fee: \$50.00.
 - (ii) Plan review: \$50.00.
 - (iii) Mechanical permit (if applicable): \$40.00.
 - (iv) Electrical permit: \$40.00.
- (20) Reinstatement of expired permit within 30 days of expiration: Original application fee.
- (21) Extension of expired application within 30 days of expiration: Original application fee.
- (22) Revisions:
- (a) Application fee: \$50.00.
 - (b) Plan review: \$20.00.
- (23) Reinspection fees: \$100.00 each.

(24) Outsource building plan review: In accordance with consultant rate, plus city's permit fee.

(25) Real estate open house signs:

(A) Annual real estate office registration fee: \$50.00 per office or brokerage.

(B) Annual open house sign fee: \$5.00 per sign.

(C) Sign recovery fee: \$15.00 per sign if retrieved from the city within seven days.

(2003 Code, app. A, art. 3.000(d); Ordinance 16-082-00 adopted 10/20/16; Ordinance 17-014-00, sec. 3, adopted 2/16/17; Ordinance 21-097-00, secs. 3—6, adopted 11/4/21; Ord. No. 23-053-00, § 2(Exh. A), 8-17-2023)

Sec. A3.005. Fire code permits and inspections and related fees.

(a) *Plan review.*

(1) New construction: \$100.00, plus \$0.10 per sq. ft.

(2) New building - shell only: \$100.00, plus \$0.05 per sq. ft.

(3) Remodel/repair: \$100.00.

(4) New construction - tenant finish out: \$100.00, plus \$0.05 per sq. ft.

(5) Fire sprinkler system review:

(A) Less than 6,000 sq. ft.: \$100.00.

(B) 6,001 - 12,000 sq. ft.: \$200.00.

(C) Greater than 12,000 sq. ft.: \$300.00, plus \$0.01 per sq. ft. over 12,000 (maximum fee is \$600.00).

(6) Fire sprinkler remodel heads, greater than 20: \$100.00.

(7) Fire alarm review:

(A) Less than 200 devices: \$100.00.

(B) Greater than 201 devices: \$150.00, plus \$0.50 per additional device.

(8) Alternative fire suppression review: \$100.00.

(9) Subdivision plats (preliminary and final): \$125.00 per section/phase.

(10) Site development plans: \$125.00 per section/phase.

(b) *Acceptance testing.*

(1) Certificate of occupancy inspection:

(A) Less than 10,000 sq. ft.: \$50.00.

(B) Greater than 10,000 sq. ft.: \$100.00.

(2) Fire line visual/hydrostatic: \$80.00 per visit.

(3) Fire sprinkler visual/hydrostatic:

(A) Less than 20 heads: \$100.00.

(B) Greater than 20 heads: \$150.00.

(4) Natural gas systems: \$80.00.

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- (5) Alternative fire suppression: \$50.00 per system.
 - (6) Above/below ground storage tank: \$150.00 per visit.
 - (7) Fuel line pressure test: \$100.00 per visit.
 - (8) Fire alarm system:
 - (A) Less than 200 devices: \$100.00.
 - (B) Greater than 201 devices: \$150.00, plus \$0.50 per additional device.
 - (9) Other fire code related tests: \$80.00.
 - (c) *Fire code permits.*
 - (1) Explosive permits (1.5 and 1.6): \$80.00 per permit.
 - (2) Explosive permits (1.4): \$150.00 per permit.
 - (3) Explosive permits (1.3): \$200.00 per permit.
 - (4) Explosive permits (1.1 and 1.2): \$400.00 per permit.
 - (5) Fireworks display: \$100.00.
 - (6) Temporary membrane structures/tents:
 - (A) 200 - 400 sq. ft.: \$50.00 per tent.
 - (B) Greater than 401 sq. ft.: \$50.00 per tent, plus \$0.10 per sq. ft.
 - (7) Cutting/welding shops: \$80.00.
 - (8) Dry cleaning facilities: \$100.00.
 - (9) Hazardous materials: \$150.00 based on quantity.
 - (10) Lumberyard/woodworking: \$80.00.
 - (11) Repair garages/service stations: \$80.00.
 - (12) Spraying/dipping: \$100.00.
 - (13) Other fire permits as required by the fire code: \$80.00.
 - (14) Mass gathering, greater than 1,000 people: \$200.00, additional fees for personnel/ equipment.
 - (d) *Annual inspections.*
 - (1) Day care annual:
 - (A) Less than 25 children: \$50.00.
 - (B) Greater than 26 children: \$100.00.
 - (2) Registered family home: \$100.00.
 - (3) Health care assisted living: \$120.00, plus \$1.00 per bed.
 - (4) Hospital/licensed clinic: \$160.00, plus \$100 per bed.
 - (5) Home foster care: \$40.00.
 - (6) Mobile food establishment: \$80.00.
 - (e) *Reinspections.*

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- (1) First reinspection: \$0.00.
 - (2) Second reinspection: \$100.00.
 - (3) Subsequent reinspections: \$150.00.**

**Inspections that require a fee before scheduling are limited to one failure before assessment of reinspection fees. Upon failure of fourth inspection, the submitting party must resubmit and pay all applicable fees associated with the project or inspection.

(2003 Code, app. A, art. 3.000(e); Ordinance 18-071-00, sec. 4, adopted 10/4/18)

Sec. A3.006. Other fees.

- (a) Easement (new and abandonment): \$200.00 per easement or easement vacate.
- (b) License agreements: \$250.00.
- (c) Soliciting permit: Per peddler/vendor ordinance.
- (d) Wrecker permit: Per towing and wrecker ordinance.
- (e) Returned payment fee, including checks, credit or debit cards, or other electronic payments: \$30.00.
- (f) Technology fees:
 - (1) Land use and subdivision application technology fee for applications that cost more than \$250.00: \$40.00.
 - (2) Land use and subdivision application technology fee for applications that cost \$250.00 and less: \$20.00.
 - (3) Building permit technology fee for applications that cost more than \$250.00: \$40.00.
 - (4) Building permit technology fee for applications that cost \$250.00 and less: \$20.00.
- (g) Roadway impact fee (RIF) offset application fee: \$1,000.00.
- (h) Floodplain development fee:
 - (1) In-house review: \$100.00 per single-family lot associated with a building permit or \$500.00 for all other properties or developments.
 - (2) Outside consultant/third party review: \$500.00 filing fee plus review fees from the outside consultant.
- (i) Engineering models (water model, wastewater model, or similar models): \$1,500.00.

(Ordinance 21-097-00, sec. 7, adopted 11/4/21; Ordinance 22-097-00 adopted 10/20/2022; Ord. No. 24-054-00, § 3, 6-20-2024)

Sec. A3.008. Transit oriented development.

- (a) Concept plan: \$0.00.
- (b) Submittal of PUD or preliminary plan; review comments and processing: \$600.00.
- (c) The fees listed in section A3.002 land use and section A3.003 subdivisions of this appendix shall apply to all other applications.
- (d) Professional recovery fee: If an outside consultant for the city is required for an applicant's project within the TOD, the applicant is required to pay the estimated fee for such service prior to such service being conducted

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and shall pay or receive a refund for the difference between the estimated fee and the actual fee within thirty (30) days of the city's receipt of an invoice from the outside consultant for the services rendered. The city may ask that additional fees be deposited when the original fee is exhausted or is projected to be exhausted. In such event, the city shall prepare an estimate of the additional fees for the outside consultant and send the applicant written notice of the additional fees that must be deposited, accompanied by the estimate. The applicant shall pay the estimated additional fee deposit within fifteen (15) days of date of the notice.

(Ordinance 14-072-00, sec. 3, adopted 11/20/14; Ordinance 17-014-00, sec. 2, adopted 2/16/17)

Sec. A3.009. Site development permit review.

- (a) Professional recovery fee: \$250.00 per application. Professional recovery fee is in addition to the listed fees. If an outside consultant for the city is required as a result of the application, the applicant is required to pay the estimated fee for such service prior to such service being conducted.
- (b) Review fee: \$2,000.00 plus \$0.05 per square foot of impervious cover.
- (c) Courtesy site inspection: \$500.00.
- (d) Inspection fee: \$500.00 plus \$500.00 per phase starting with the second phase.
- (e) Re-inspection fee: \$400.00 after the second site inspection.
- (f) Phasing review fee: \$250.00 per phase, starting with the second phase.
- (g) Significant tree (over 18 inches in diameter) removal request to planning and zoning commission: \$250.00 for first tree plus \$100.00 for each additional tree.
- (h) Conditional certificate of completion: 30 percent of review fee.
- (i) Appeal of administrative or planning and zoning commission decisions: \$400.00.
- (j) Resubmittal fees: \$1,000.00 after the second review under the standard procedure; \$500.00 after the third review under the alternative procedure.
- (k) Minor site development fee: \$500.00.
- (l) Request for application expiration extension: \$300.00.
- (m) *Early grading phase construction plan fees.*
 - (1) Early grading phase review fee: \$1,000.00 plus \$500.00 per acre.
 - (2) Early grading phase inspection fee: \$500.00.

(Ordinance 20-082-00, sec. 6, adopted 11/19/20; Ord. No. 23-051-00, § 4, 8-17-2023; Ord. No. 24-113-00, § 2, 12-5-2024)

ARTICLE A4.000. BUSINESS RELATED FEES

Sec. A4.001. Alarm system fees.

- (a) *False alarm service fees.*
 - (1) The holder of an alarm permit shall pay a service fee of seventy-five dollars (\$75.00) if the permitted alarm site has had in excess of five but fewer than eight false alarms within the preceding 12-month

period or one hundred dollars (\$100.00) if the site has had in excess of seven (7) false alarms within the preceding 12-month period.

- (2) For any alarm notification for which a service fee is assessed, the chief of police has the authority to investigate the circumstances of the alarm, and may waive the payment of the fee. Police responses to alarm calls for service in excess of thirty (30) minutes response time shall not result in a false alarm incident for the purposes of assessing service fees.

(b) *Permit fees.*

(1) *Permit application.*

(A) An application for a permit shall be made by a person who owns, leases, resides at, or manages the alarm site.

(B) The application and the required fee of thirty dollars (\$30.00) shall be submitted to the police department on a form provided by the department. Any false statement made by an applicant shall be investigated as a violation of V.T.C.A., Penal Code § 37.10, "Tampering with Governmental Record," a third degree felony.

(C) An alarm permit is issued to an individual or corporate entity and is nontransferable and nonrefundable.

(D) The date of issuance will be the date the application is processed.

(E) A permit shall issue for a one-year period.

- (2) *Permit renewal and term; late fee.* An application to renew a permit must be submitted one month prior to the end of the term of the permit. The application must include the completed application for renewal and appropriate fees as described in the original application process in subsection (a)(2) above except that the renewal fee shall be thirty dollars (\$30.00) per year after the year of the initial application. A late fee of five dollars (\$5.00) will be assessed for untimely renewal applications. Permit holders not applying for renewal will be provided thirty (30) days' notice of nonrenewal of such permit prior to termination of the permit. The term of the renewal is one year.

(Ordinance 14-034-00, sec. 3, adopted 6/5/14)

Sec. A4.002. Coin-operated machine tax.

Every owner who exhibits, displays or who permits to be exhibited or displayed in this city any coin-operated gaming machines shall pay for and there is hereby levied on each such coin-operated gaming machine an annual occupation tax of fifteen dollars (\$15.00). The fee for issuing a replacement occupational tax receipt for one lost, destroyed or mutilated is two dollars (\$2.00).

(2003 Code, app. A, sec. 4.100)

Sec. A4.003. Peddler, solicitor or food vendor permit.

Before any permit may be issued under the provisions of article 4.05 of the Code of Ordinances, the applicant for a peddler permit for door-to-door peddling or solicitation, a mobile food establishment, a temporary food establishment or a seasonal food establishment shall pay a registration fee. This registration fee is a fixed permit fee in the amount of \$50.00 per 90 calendar days, which shall be collected from any peddler, solicitor, or vendor at the time of application. Such fee shall be nonrefundable, irrespective of whether a permit is issued. In no event shall there be any refund or proration of any fee paid under this section.

(2003 Code, app. A, sec. 4.300; Ord. No. 24-073-00, § 2, 9-5-2024)

Sec. A4.004. Special event permit.

An applicant for, or the holder of, a special event permit shall pay a fee of \$250.00 for the 1st day or portion of a day for a special event and \$100.00 a day for each additional day, which fee shall be a rental for the use of public property. Application fee shall be \$35.00 per application and \$35.00 for each review of application and plans after the 2nd review.

(Ordinance 17-035-00, sec. 8, adopted 5/4/17)

Sec. A4.005. Sexually oriented business license.

The annual fee for a sexually oriented business license is \$1,000.00.

(2003 Code, app. A, sec. 4.600)

Sec. A4.006. Massage establishment license.

The annual license fee shall be \$100.00 for each such establishment. If the license is obtained between January first and June thirtieth of any year, the full amount of such fee shall be paid. If such license is obtained between July first and December thirty-first of any year, the fee shall be one-half of such amount. No refund of license fees shall be made.

(2003 Code, app. A, sec. 4.700)

Sec. A4.007. Film projects using city property.

Fees for use of city property: The fees for use of city property in connection with a city-authorized film project (as a city-authorized film project is described in article 4.09 of the Code of Ordinances) are as follows, unless modified or waived for any such project by a majority vote of city council:

Activity		Fee (per Calendar Day)
(1)	Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$500.00
(2)	Partial non-disruptive use of a public building, park, right-of-way, or public area	\$250.00
(3)	Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes)	\$50.00 per block
(4)	Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes)	\$25.00 per block
(5)	Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50.00 per block or lot

(2003 Code, app. A, sec. 1.700)

Sec. A4.008. Wrecker towing fees.

The following maximum allowable fees may be charged for wrecker operations originating within the city's corporate limits or any roadway subject to the city's jurisdiction. No other charges will be allowed:

- (1) Incident management tows (hourly rate to be charged at 30 minute increments, i.e., \$100.00 an hour rate will be \$50.00 per 30 minutes, unless stated otherwise):
 - (A) Light duty tows: \$250.00, plus \$100.00 an hour on scene.
 - (B) Medium duty tows: \$550.00, plus \$200.00 an hour on scene.
 - (C) Heavy duty tows: \$1,100.00, plus \$350.00 an hour on scene.
 - (D) Heavy duty tows (rotator equipped): \$1,100.00, plus \$450.00 an hour on scene.
- (2) Fees set by the state law or federal law are allowed as follows:
 - (A) Storage: Fee set and regulated by state law and therefore not regulated further by ordinance. Refer to state law for applicable fees as amended.
 - (B) Notification and impound fee(s): Fee set and regulated by state law and therefore not regulated further by ordinance. Refer to state law for applicable fees as amended.
 - (C) Applicable city, state and federal taxes: Regulated by applicable law and therefore not regulated further by ordinance. Refer to city, state and federal law for applicable fees as amended.
 - (D) Any applicable credit card surcharges: The surcharge may not exceed the percentage set by a credit card issuer to use the card.
- (3) Additional fees allowed:
 - (A) Winching: Allowed as an additional charge to the above incident management rates only when a vehicle is completely rolled onto its side or on to the roof and must be rolled back onto its wheels before towing can be accomplished. Or, is an otherwise complicated and difficult recovery, which needs to be justified and approved by a T.E.A.M. (traffic unit) officer or if they are unavailable then the senior ranking officer on the scene and the name of the officer must be included on the invoice. (Hourly rate to be charged in 30 minute increments.)
 - (i) Light duty: An additional \$25.00 per hour on scene.
 - (ii) Medium duty: An additional \$50.00 per hour on scene.
 - (iii) Heavy duty: An additional \$100.00 per hour on scene.
 - (B) Recovery air bags of any kind, includes catch-bags (rolled over tractor/trailer recovery): \$1,000.00 per bag (capped at \$4,000.00 total).
 - (C) Rental equipment or contracted services: Cost of the rented equipment or the cost of the contracted service: Cost, plus an additional 35%.
 - (D) Oftentimes in recoveries there are large amounts of spilled and damaged cargo that must be recovered and then disposed of properly. Tow companies are authorized to recover the cost of the disposal only of said cargo at a proper facility, plus 35%. This shall not include the debris or cargo from a light duty vehicle.
 - (E) Extra staff needed at the scene: \$75.00 per hour, per person necessary and used on scene.
 - (i) Equipment operator: \$150.00 (per piece of equipment, per hour).
 - (ii) Heavy duty (only) recovery supervisor: \$100.00 per hour on scene.

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- (F) Haul truck and trailer (heavy duty - landoll type): \$1,000.00 flat fee (cannot be the tow truck).
 - (i) If just a haul truck (no trailer brought to the scene, but truck is used to haul a damaged trailer from the scene): \$500.00 flat fee (cannot be the tow truck).
 - (G) Light duty truck and trailer: \$300.00 flat fee (not a tow truck) required for hauling away of spilled cargo or debris.
 - (i) If just a light duty truck (pickup type): \$150.00 flat fee (not a tow truck).
 - (H) Additional tow truck(s) required at the scene and also used at a scene, but does not tow any vehicles from the scene (can also charge other applicable fees (such as winching) for this additional tow truck at the scene, if used:
 - (i) Light duty tows: \$200.00, plus \$100.00 an hour on scene.
 - (ii) Medium duty tows: \$440.00, plus \$200.00 an hour on scene.
 - (iii) Heavy duty tows: \$880.00, plus \$350.00 an hour on scene (includes rotators).
 - (I) HAZMAT: Any incident management scene where a confirmed HAZMAT (hazardous material) response is initiated and confirmed by law enforcement or the fire department because of a chemical spill where a vehicle or employee is exposed to any waste material, substance, or other item listed as a "hazardous material," "specific chemical waste" or "chemical" in 49 C.F.R section 172.101 and in excess of vehicle's operating system: \$750.00 one-time flat fee (in addition to other applicable charges). This is not meant to regulate the clean-up cost of said HAZMAT, this fee is for the wrecker company handling the contaminated vehicle due to special procedures they must follow once arriving at their facility in handling an exposed vehicle. Charges for the actual clean-up of the hazardous material is covered by other subsections of this section.
 - (J) Tows performed by any wrecker for the purpose of evidentiary or examination for the Leander police department will comply with the Code of Criminal Procedure, article 18.23, as amended. In such cases, the police department will be responsible for the fee(s) associated with the towing of the vehicle(s) from the scene to the designated location and any storage fees related to that vehicle. The wrecker company is authorized to recover the fees in compliance with this section for the response, recovery and any clean-up that is necessary at the scene prior to the towing and storage taking place. Should the police department pay this fee to the wrecker company then the department is authorized to recover these fees minus any fee for the towing from the scene or storage of said vehicle(s) prior to the release of the vehicle in compliance with this law.
 - (K) Should fuel prices rise to an unsustainable level wrecker companies can submit written documentation and justification for a temporary increase of up to 10% of the allowable fee(s). This is at the sole discretion of the chief of police or their designee. The additional amount allowed to be charged and the duration it will be allowed will be at the sole discretion of the chief of police or their designee.
 - (L) No additional charges will be authorized. If there is a dispute regarding the appropriate fee(s) allowed or a special circumstance(s) warranting special consideration for recovering operating costs then the chief of police or their designee shall make the final determination of the correct charges for the services provided prior to invoicing. Justification may be required.
- (4) Private property tows:
- (A) Private property tows: The maximum amount that may be charged for private property tows is as follows:
 - (i) Light duty tows: \$140.00.

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- (ii) Medium duty tows: \$310.00.
 - (iii) Heavy duty tows: \$410.00 per unit or a maximum of \$820.00.
 - (B) Drop fees: If the owner, authorized operator, or authorized agent of the owner of a motor vehicle that is parked without the authorization of the property owner attempts to retrieve the motor vehicle before its removal from the property or parked location, the maximum amount that may be charged for a drop charge/drop fee (if the motor vehicle is hooked up) is:
 - (i) Light duty drops: \$75.00.
 - (ii) Medium duty drops: \$150.00.
 - (iii) Heavy duty drops: \$200.00.
 - (C) If an owner, authorized operator, or authorized agent of the owner of a motor vehicle is present before the removal from the property or parked location the towing operator shall advise the owner, authorized operator, or authorized agent of the owner of a motor vehicle that he or she may offer payment of the towing drop charge.
 - (D) Fees set by the state law or federal law are allowed as follows:
 - (i) Storage: Fee set and regulated by state law and therefore not regulated further by ordinance. Refer to state law for applicable fees, as amended.
 - (ii) Notification and impound fee(s): Fee set and regulated by state law and therefore not regulated further by ordinance. Refer to state law for applicable fees, as amended.
 - (iii) Applicable city, state and federal taxes: Regulated by applicable law and therefore not regulated further by ordinance. Refer to city, state and federal law for applicable fees, as amended.
 - (iv) Any applicable credit card surcharges: The surcharge may not exceed the percentage set by a credit card issuer to use the card and the rate must be stated on the invoice.
 - (E) No additional charges will be authorized.
 - (F) For purposes of this section, a tow company must accept cash, credit cards and debit cards as payment for the drop charge.
- (5) Inspection fees: An inspection fee of \$50.00 per light duty truck, \$75.00 per medium duty truck and \$100.00 per heavy duty truck shall be paid at time of inspection. Should any truck fail its annual inspection, a reinspection fee of \$25.00 for light duty, \$37.50 medium duty and \$50.00 for heavy duty shall be charged for each reinspection. Additional trucks added to the permit holder's fleet during the year will pay an inspection fee as stated and the inspection expires as stated in article 4.10. These fees also apply to any wrecker contracted by a permit holder.
- (6) \$2,000.00 per tow fee study requested by a towing company pursuant to V.T.C.A., Occupations Code § 2308.203. This fee is intended to defray the cost of the study.

(Ordinance 17-062-00 adopted 9/21/17; Ord. No. 23-016-00, § 3(Exh. A), 3-2-2023)

Sec. A4.009. Taxicab permit.

At the time of issuance of a permit under article 4.11 of the Code of Ordinances, the permittee shall pay to the city secretary the sum of one hundred dollars (\$100.00) for each taxicab to be operated in the city for a twelve-month period ending December thirty-first; provided that, if such permit is granted for less than the full year, the permittee shall pay to the city an amount prorated according to the number of months for which the permit is

issued. Provided, however, that the one hundred dollar permit fee is not intended to exceed two (2) percent of the gross receipts per annum, as allowed by V.T.C.A., Transportation Code § 502.003, and that in the event that two (2) percent of the gross receipts does not exceed one hundred dollars (\$100.00), the permittee may at the end of the year file a written request for a refund setting out the facts on gross receipts, and the city secretary shall after examination and approval of such request refund any amount due so that the permit fee shall not exceed two (2) percent of gross receipts per annum.

(2003 Code, app. A, sec. 4.400)

Sec. A4.010. Food service establishments.

The following fee schedule applies to permits issued under article 6.04 of the Code of Ordinances:

(1) Food establishments:

Number of Employees	Fee
1 - 15	\$150.00
16 - 30	\$250.00
31+	\$300.00

½ of the application fee due after June 30.

(2) Additional inspection fees: \$75.00 each additional inspection increased by \$25.00 and is cumulative.

(3) Day cares:

Licensed No. of Children	Fee
13 - 40	\$150.00
41 - 100	\$250.00
101+	\$300.00

(4) Mobile food units:

(A) 1st unit: \$100.00.

(B) Additional: \$75.00.

(5) Sanitation inspection: Includes day cares with fewer than 13 children, day cares with more than 12 children but no food preparation, foster/adoptive homes: \$60.00.

(6) Food handler classes:

(A) 1-year card (all new employees and Train the Trainer): \$10.00.

(B) 2 -year card: \$15.00.

(7) Remote class, new establishments: \$50.00 plus card fee per person (between 9 a.m. and 4 p.m. Monday through Friday, minimum 50 students).

(8) Train the Trainer classes: \$25.00.

(9) Train the Trainer video: \$25.00.

(10) Seasonal permits: Valid for 6 months: \$60.00.

(11) Change of name/ownership: \$25.00.

(12) Establishment plan review:

(A) \$125.00 - includes actual plan review and 2 preopening inspections.

(B) \$60.00 - each additional preopening inspection.

(13) Permit reinstatement fee after suspension: \$100.00.

(2003 Code, app. A, sec. 4.200)

Sec. A4.011. Report by garagekeeper for vehicle abandoned at storage facility.

A fee of five dollars (\$5.00) shall accompany the report of the garagekeeper and such fee shall be retained by the police department receiving the report and used to defray the cost of notification or other costs incurred in the disposition of such vehicles, and such fee shall be deposited in the general fund of the city. Abandoned vehicles left in storage facilities which are not reclaimed after notice is given in accordance with article 8.05 of the Code of Ordinances shall be taken into custody by the police department and sold at auction, as in the case of other abandoned motor vehicles. The proceeds of the sale shall first be applied to the garagekeeper's charges for servicing, storage and repair; provided, however, that the police department shall retain an amount of two percent (2%) of the gross proceeds of the sale for each vehicle auctioned, but in no event shall it retain less than ten dollars (\$10.00), to be used to defray expenses of custody and auction.

(2003 Code, app. A, sec. 4.800)

Sec. A4.012. Fees and rental rates to the city for the use of public rights-of-way by wireless network providers.

(a) As compensation for the network provider's use and occupancy of the city public rights-of-way, the network provider shall pay application fees and annual public right-of-way rental rates as set forth below, which shall be in lieu of any lawful tax, license, charge, right-of-way permit, use, construction, street cut or inspection fee; or other right-of-way related charge or fee, whether charged to the network provider or its contractor(s) within the city, except the usual general ad valorem taxes, special assessments and sales tax levied in accordance with state law and equally applicable to all general businesses in the city.

(b) *Network nodes.*

(1) *Application fee.* The application fee shall be \$100.00 for each network node for up to but not more than 30 network nodes.

(2) *Annual public right-of-way rate fee.* The annual public right-of-way rate shall be \$250.00 per network node installed in the city public rights-of-way.

(3) *Public right-of-way rate adjustment.* As provided in V.T.C.A., Local Government Code § 284.054, the city may adjust the amount of the annual public right-of-way rate not more than annually by an amount equal to one-half the annual change, if any, in the consumer price index (CPI). The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice.

(c) *Node support poles.* The application fee for each network support pole shall be \$100.00.

(d) *Transport facilities.*

(1) The application fee for each transport facility shall be \$100.00.

(2) The annual transport facility rental rate shall be \$28.00 monthly for each network node site located in a public right-of-way. However, no rate is required if the network provider is already paying the city an

amount equal to or greater than the amount of other city right-of-way fees for access lines under V.T.C.A., Local Government Code ch. 283 or cable franchise fees under V.T.C.A., Utility Code ch. 66.

- (e) *Micro network nodes.* No application fee is required for a micro network node if the installation is attached on lines between poles or node support poles.
- (f) *Collocation of network nodes on service poles.* Subject to the city's pole service agreement, the collocation of network nodes on city service poles shall be at a rate of \$20.00 per year per service pole.
- (g) *City-owned municipal utility poles.* A network provider shall pay an annual pole attachment rate for the collocation of a network node supported by or installed on a city-owned utility pole based upon the pole attachment rate consistent with V.T.C.A., Utilities Code § 54.024, applied on a per-foot basis.
- (h) The city shall not seek or accept in-kind services in lieu of or as additional payment or consideration from any user of the public rights-of-way for use of the public rights-of-way.

(Ordinance 17-067-00, sec. 7, adopted 10/2/17)

Note(s)—Maximum fees allowed by state statute.

Sec. A4.013. Temporary services franchise application fee.

- (a) The fee for a temporary services franchise application shall be \$35.00.
- (b) A franchise fee will be collected as set for in the company's franchise.

Sec. A4.014. Temporary services permit fee.

- (a) The fee for a temporary services permit application shall be \$35.00.
- (b) The fee for a temporary services permit shall be \$35.00 for a 30-day permit.
- (c) The fee for a temporary services permit shall be \$50.00 for a 90-day permit.

(Ordinance 21-104-00 adopted 11/18/21)

ARTICLE A5.000. FIRE DEPARTMENT FEES

Sec. A5.001. Fire department fees.

- (a) Fire operation services fee schedule:
 - (1) Class A engine (2612, 2611, 2613): \$450.00 per hour.
 - (2) Brush truck (2671, 2672, 2674): \$325.00 per hour.
 - (3) Tanker (2661): \$350.00 per hour.
 - (4) Command truck (2601): \$150.00 per hour.
 - (5) Chief's vehicle (2600): \$150.00 per hour.
 - (6) Rescue tools (spreader, cutter, rams): \$300.00 per hour.
 - (7) Air bags: \$200.00 per hour.
 - (8) Saws (chain, K12): \$55.00 per hour.

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- (9) Generator: \$55.00 per hour.
 - (10) Scene lights: \$32.00 per hour.
 - (11) Thermal imager: \$75.00 per hour.
 - (12) Gas-powered fan: \$55.00 per hour.
 - (13) Fire extinguisher: \$45.00 each.
 - (14) Absorbent: \$17.00 per bag.
 - (15) Class A foam: \$17.00 per gallon.
 - (16) AFFF foam: \$22.00 per gallon.
 - (17) Unauthorized control burn fee: \$150.00.
 - (18) Small tools (axes, pike poles, pry bars, shovels): \$12.00 per hour.
- (b) The fire operation services fee schedule is not all-inclusive of the services provided by the fire department. If an item is not listed in subsection (a) above, the item will be charged at the actual cost to the fire department, or in the case of services billed to the fire department by other organizations responding to an incident to provide fire operation services, the actual cost billed by such organizations to the fire department.
- (2003 Code, app. A, art. 7.000; Ordinance 16-086-00 adopted 11/17/16)

ARTICLE A6.000. MUNICIPAL COURT FEES

Sec. A6.001. Building security fee.

A \$3.00 security fee is hereby established and imposed as a court cost to be paid by every person convicted of a misdemeanor in the municipal court. The security fee shall be charged for each separate case, matter or charge upon which any person is convicted in the municipal court.

(2003 Code, app. A, sec. 5.100)

Sec. A6.002. Technology fee.

A technology fee of \$4.00 is hereby established and imposed as a court cost to be paid by every person convicted of a misdemeanor in the municipal court. The technology fee shall be charged for each separate case, matter or charge upon which any person is convicted in the municipal court.

(2003 Code, app. A, sec. 5.200)

Sec. A6.003. Miscellaneous fees.

- (a) *Arrest fee.* The municipal court clerk shall collect a \$5.00 arrest fee with each conviction.
- (b) *Returned check fee.* A service charge of \$30.00 shall be assessed against any person who pays the city with a check, draft or money order which is returned unpaid for lack of sufficient funds or closed or nonexistent account.

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- (c) *Jury fee.* The municipal court clerk shall collect a \$3.00 fee from each defendant requesting a jury and being convicted thereby or requesting a postponement or accepting a conviction less than 24 hours before the time of trial.
 - (d) *Rules of the Road fee.* The municipal court clerk shall collect an additional \$3.00 fee as court costs for each defendant convicted of violating the "Rules of the Road."
 - (e) *Dismissal upon proof of driver's license.* On the finding of the municipal court judge, having been presented credible evidence, that a defendant remedied the expired driver's license within 20 working days, and within the discretion of the judge the court grants the request to dismiss, the municipal court clerk shall collect a \$10.00 administrative fee from the defendant at the time of dismissal.
 - (f) *Administrative fees when charges are dismissed.* The municipal court clerk shall collect the administrative fees that are authorized and established under state law for the dismissal of charges.
 - (g) *Child safety fund fees.* Each defendant convicted of violating the following provisions shall pay an additional fee taxable as court costs. The city treasurer shall deposit the additional fee into the child safety fund.
 - (1) School crossing fee: \$25.00.
 - (2) Failure to attend school fee: \$20.00.
 - (h) *Copying charges for public records.*
 - (1) Information which is readily available: \$0.25 per page.
 - (2) Information which is not readily available: \$0.15 per page plus actual labor cost incurred by the city in providing the requested information.
 - (i) *Warrant of arrest fees.* The municipal court clerk shall collect a warrant fee of \$50.00 from any defendant upon whom a peace officer executed a warrant issued by the municipal court at the time of conviction. For arrests made by a state trooper, the municipal court clerk shall report \$10.00 as payable to the comptroller. Law enforcement agencies other than state troopers and city police officers executing a warrant must submit a request for payment within 5 days of the conviction in order to be paid the warrant fee. If demand is not made within 15 days or a city police officer executed the warrant, the municipal court clerk shall report the warrant fees collected as payable to the city police department. The city shall refund the fees in cases where the defendant pleads and demonstrates within thirty (30) days of payment of such fee that the court failed to give the person proper notice.
 - (j) *Failure to appear fee.*
 - (1) *Special expense.* The municipal court clerk shall collect a special expense of \$25.00 for the issuance and service of a warrant of arrest from each defendant served with a warrant for failure to appear or violation of a promise to appear. The municipal court clerk shall report each special expense collected to the city treasurer for deposit into the general funds of the city.
 - (2) *Additional administrative fee.* At all times that the city has a contract with the state department of public safety to deny renewal of licenses for individuals failing to appear at court as directed, the municipal court clerk shall collect an additional \$10.00 administrative fee.

(2003 Code, app. A, sec. 5.300)

Sec. A6.004. Defensive driving program fee.

The city hereby establishes a fee of \$10.00 for administering the defensive driving program.

(2003 Code, app. A, sec. 5.400)

Sec. A6.005. Juvenile case manager fee.

A juvenile case manager fee of \$5.00 is hereby established and imposed as a court cost to be paid by every person convicted of a fine-only misdemeanor offense in the municipal court. The juvenile case manager fee shall be charged for each separate case, matter or charge upon which any person is convicted in the municipal court. The municipal court judge is hereby authorized to waive the juvenile case manager fee in a case of financial hardship.

(2003 Code, app. A, sec. 5.500)

Sec. A6.006. Conflicts with state law.

In the event of a conflict between a fee established by this article and state law, state law shall control.

(2003 Code, app. A, sec. 5.600)

ARTICLE A7.000. UTILITY RATES AND CHARGES

Sec. A7.001. Water deposit.

The following water deposit fees shall be paid for each meter prior to connection to the system, which deposit is refundable at the termination of service:

- (1) Single-family residential and duplex is \$100.00 per LUE.
- (2) Non-single-family and non-duplex residential meters shall be calculated based upon a rate of \$50.00 per LUE, but not be less than \$100.00.
- (3) Municipal, public schools, and other governmental: No charge.
- (4) Temporary fire hydrant installation: Actual replacement cost of meter plus an amount not to exceed \$100.00.
- (5) Landlord deposits for rented or leased property shall be allowed as a separate deposit apart and distinct from the tenant or occupant's required deposit. The landlord deposit shall remain in effect until the landlord provides written notice to the city to close the account and refund the deposit or any balance thereof. If a vacancy occurs on the property, then the account shall automatically revert to the landlord who shall be financially and otherwise responsible for any and all applicable charges until such time as the account is closed or a new tenant or occupant establishes an active account.

Sec. A7.002. Water rates and charges.

- (a) *Water rates.* The fees, charges and rates for water service from the city shall be as provided in this section. The city manager is authorized to establish billing policies to provide for prorating the monthly customer base charges.
 - (1) *Commercial rates.* Commercial rates shall consist of a monthly customer charge plus a consumption charge.
 - (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

The monthly customer charge for water customers requiring a meter size larger than 10 inches shall be calculated as \$43.11 per LUE.

- (B) Water consumption charge; summer conservation rate. All commercial water customers of the city shall pay a consumption charge of \$5.65 for each one thousand (1,000) gallons, or part thereof, of metered water usage; except that the city council may hereafter amend this section from time to time by resolution or order to establish summer conservation rates for the period from June 1st through September 30th of each year.
- (2) *School rates.* School water rates shall consist of a monthly customer charge plus a consumption charge.
 - (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

The monthly customer charge for water customers requiring a meter size larger than 10 inches shall be calculated as \$43.11 per LUE.

- (B) Water consumption charge; summer conservation rate. All school water customers of the city shall pay a consumption charge of \$5.65 for each one thousand (1,000) gallons, or part thereof, of metered water usage; except that the city council may hereafter amend this section from time to time by resolution or order to establish summer conservation rates for the period from June 1st through September 30th of each year.
- (3) *Municipal rates.* Municipal water rates shall consist of a monthly customer charge plus a consumption charge.

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

The monthly customer charge for water customers requiring a meter size larger than 10 inches shall be calculated as \$43.11 per LUE.

- (B) Water consumption charge; summer conservation rates. All municipal customers of the city shall pay a consumption charge of \$5.65 for each one thousand (1,000) gallons, or part thereof, of metered water usage; except that the city council may hereafter amend this section from time to time by resolution or order to establish summer conservation rates for the period from June 1 through September 30 of each year.
- (4) *Single-family residential and duplex rates.* Single-family residence and duplex water rates shall consist of a monthly customer charge plus a consumption charge.
- (A) Single-family and duplex customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$37.35
3/4 inch	1.0	\$37.35
1 inch	2.5	\$93.38
1-1/2 inch	5.0	\$186.75
2 inch	8.0	\$298.80
3 inch	16.0	\$597.60
4 inch	25.0	\$933.75
6 inch	50.0	\$1,867.50
8 inch	80.0	\$2,988.00
10 inch	115.0	\$4,295.25

The monthly customer charge for water customers requiring a meter size larger than 10 inches shall be calculated as \$37.35 per LUE.

- (B) Water consumption charge; summer conservation rates. All single-family residence and duplex water customers of the city shall pay a consumption charge for each one thousand (1,000) gallons, or part thereof, of metered water usage as follows:
- (i) Tier 1 - \$4.55 per 1,000 gallons for usage between 0 and 15,000 gallons.

- (ii) Tier 2 - \$5.80 per 1,000 gallons for usage between 15,001 and 25,000 gallons.
 - (iii) Tier 3 - \$7.00 per 1,000 gallons for usage between 25,001 gallons and above.
 - (iv) The city council may hereafter amend this section from time to time by resolution or order to establish summer conservation rates for the period from June 1 through September 30 of each year.
- (5) *Multifamily and apartment rates.* Multifamily (other than duplex) and apartment water rates shall consist of a monthly customer charge plus a consumption charge.
- (A) Customer charge for multifamily and apartments. The monthly customer charge for multifamily and apartments shall be by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

The monthly customer charge for water customers requiring a meter size larger than 10 inches shall be calculated as \$43.11 per LUE.

- (B) Water consumption charge; summer conservation rate. All apartment water customers of the city shall pay a consumption charge of \$5.65 for each one thousand (1,000) gallons, or part thereof, of metered water usage; except that the city council may hereafter amend this section from time to time by resolution or order to establish summer conservation rates for the period from June 1 through September 30 of each year.
- (6) *Golf course rates.* Golf course water rates shall consist of a monthly customer charge plus a consumption charge.
- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80

10 inch	115.0	\$4,957.65
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The monthly customer charge for water customers requiring a meter size larger than 10 inches shall be calculated as \$43.11 per LUE.

- (B) Water consumption charge; summer conservation rates. The golf course consumption charge shall be \$5.65 for each one thousand (1,000) gallons, or part thereof, of metered water usage; except that the city council may hereafter amend this section from time to time by resolution or order to establish summer conservation rates for the period from June 1st through September 30th of each year.
- (7) *Water reserve charge.* A monthly water reserve charge is hereby established to fund the annual costs, expenses, fees and charges incurred by the city to reserve an adequate future raw water supply for the city and its citizens. The monthly water reserve charge shall be \$4.00 per living unit equivalent (LUE) of water service available for each water connection and such \$4.00 water reserve charge shall be included and listed as a separate line item on each monthly water bill. The number of LUEs for each water tap and connection to the water system shall be determined in the same manner as the number of LUEs of required water service is determined pursuant to the capital recovery/impact fee ordinance of the city.
- (8) *Fire hydrants.*
 - (A) The city manager, or designee, may issue permits authorizing companies and individuals to take water from city fire hydrants. The permits shall set forth the terms and conditions for taking water from city fire hydrants. No company or individual shall take water from a city fire hydrant without first obtaining a permit from the city manager.
 - (B) The water rate for water taken from a city fire hydrant shall consist of a monthly customer charge plus a consumption charge and be the same as that charged for commercial two-inch meters.
- (9) *Standard meter size.* The city's standard meter size is 5/8" meter. A customer may not voluntarily elect to install a 3/4" meter unless the applicable building or plumbing code requires the larger size. Meters greater than 3/4" are allowed to be installed at the customer's request subject to approval by the building department.
- (10) *Compound meters.*
 - (A) The monthly customer water charge based upon meter size will correspond to the larger meter size in a compound meter except as provided in subsection (B).
 - (B) If approved by the building official and the fire marshal, a compound meter may be installed and utilized to meet fire code fire suppression requirements. In such cases, the monthly customer charge will be based upon the meter size necessary to meet building code requirements excluding fire suppression requirements as calculated by a licensed professional engineer's report provided by the applicant and approved by the building official.
 - (C) A monthly maintenance fee of \$79.25 will be applied to any account with a compound meter approved for use for fire suppression in subsection (B).
- (11) *Outside city limit rates.* For customer accounts located outside the city limits, the applicable rate will be ten percent (10%) greater than the comparable inside city limit rate for the same customer class and meter size.
- (12) Rates set by contract or other action by city council.

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- (A) Interlocal agreement for water treatment and transportation services made and entered into by and between the City of Leander, Texas and the City of Liberty Hill, Texas effective August 1, 2013 and as set forth therein in Section 15.
 - (B) Affected customers as defined in the settlement agreement made and entered into to be effective on the 8th day of August 2014 by and between the City of Leander, Chisholm Trail Special Utility District, and the City of Georgetown and as set forth therein in Section 7.c which states in part that as further compensation, Leander agrees that affected customers' payments for water service from Leander, now and in the future, will be no higher than the payments the affected customers would have paid to Georgetown if the transfer to Leander had not occurred. Affected customers means those residential customers in the Leander area, including Rancho Sienna, receiving retail water service from CTSUD on the date of the closing of the transaction contemplated by the consolidation agreement. The closing of the transaction occurred on September 12, 2014.
 - (C) Amended and restated agreement regarding consent to creation of Leander Municipal Utility Districts No. 1, 2, and 3 and development of the Bar W Ranch dated September 17, 2015 and as set forth therein in Section 5.01 that the city agrees to provide water service to customers within the land in the same manner and on the same terms and conditions as the city provides service to similarly situated retail customers inside its corporate limits.
 - (D) Interlocal agreement for wholesale water and wastewater utility services made and entered into by and between the City of Leander, Texas and the City of Jonestown, Texas on October 8, 2015 and as set forth therein in Section 3.17.
 - (E) City of Leander customers residing outside the city limits as of April 4, 2019 shall receive the same rates as inside city limit customers as long as the customer remains an active account at the same address as on April 4, 2019.
 - (F) Interlocal cooperation agreement for water treatment and delivery services made and entered into by and between the City of Leander, Texas and the City of Georgetown, Texas effective April 28, 2020 and as set forth therein in Section 13.
- (b) Water reinstatement service charge: \$40.00 (includes reconnection).
 - (c) New service charge: Inside/outside the corporate city limits: \$20.00.
 - (d) Returned check charge: \$30.00.
 - (e) Late charge: 10% of the total due, but not less than \$10.00.
 - (f) Collection agency fee: 30% of the delinquent utility account referred to a third-party collection agency.
 - (g) Meter tampering fee: \$50.00.
 - (h) Outside city limits surcharge:
 - (1) A monthly surcharge shall be applied to all active out-of-city connections receiving retail water service from the city. The surcharge is enacted to collect rate case expenses in the amount of \$630,635.60 (the "rate case expense amount") authorized by public utilities commission order dated January 31, 2025, in PUC Docket No. 53063; SOAH Document No. 473-22-2236.WS (the "PUC Order").
 - (2) The surcharge shall be calculated by dividing the balance of the rate case expense amount by the number of active out-of-city retail water connections, recovered over a thirty-six month period, provided that the surcharge shall not exceed \$5.00 per month.

- (3) The utility department shall recalculate the surcharge from time to time in a manner consistent with this subsection. The city reserves the right to make adjustments to the surcharge calculation as necessary to ensure compliance with the PUC Order and applicable law.
- (4) The surcharge shall take effect and begin with the first billing cycle in June 2025 and shall continue until the earlier to occur of 36 months following the date of the first billing cycle in June 2025 or until the city has collected \$630,635.60.
- (5) A customer may elect to pay the full amount of the surcharge attributable to their connection.

(Ord. No. 23-076-00, § 2, 11-2-2023; Ord. No. 25-039-00, § 2, 5-1-2025)

Sec. A7.003. Utility reinstatement fee.

Except as may be provided by article 13.03 of the Code of Ordinances, a \$40.00 reinstatement fee shall be applied to any utility account subject to being disconnected. A utility account shall not be reinstated prior to the past-due balance of said account, including the reinstatement fee, being paid in full or an acceptable written payment arrangement being entered into.

Sec. A7.004. Additional fees and rates.

In addition to the fees set forth above, the city shall charge the following fees and rates for the services provided when such services are requested by a water or wastewater customer:

- (1) Meter test fee: \$50.00.
- (2) New service charge: \$20.00.
- (3) Disabled or age 65 or older discount: Persons that are disabled or sixty-five years of age and older shall receive a twenty percent (20%) discount on the monthly customer charge for residential water service provided to a single housing unit occupied by such disabled person or senior citizen. Such discount shall be applicable only to water delivered through a water meter that serves one living unit.

Sec. A7.005. Wastewater service.

The fees, charges and rates for wastewater service from the city shall be as provided in this section. The city manager is authorized to establish billing policies to provide for prorating the monthly customer base charges.

- (1) *Commercial rates.*

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
½ inch	1.0	\$15.94
¾ inch	1.0	\$15.94
1 inch	2.5	\$39.85
1½ inch	5.0	\$79.70
2 inch	8.0	\$127.52
3 inch	16.0	\$255.04
4 inch	25.0	\$398.50
6 inch	50.0	\$797.00
8 inch	80.0	\$1,275.20

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10 inch	115.0	\$1,833.10
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The monthly customer charge for customers requiring a meter size larger than 10 inches shall be calculated as \$15.94 per LUE.

- (B) Consumption charge. Annually during the month of March, the city shall compute the monthly average water usage for each water customer, based upon the consumption billed in the months of December, January and February, with the highest month excluded, hereinafter called the winter quarter averaging.
- (i) For commercial customers served by the city water system, the wastewater consumption charge shall be calculated as \$3.10 for each one thousand gallons, or part thereof, of the winter quarter averaging usage.
 - (ii) For customers not served by the city water system, the wastewater consumption charge shall be calculated as \$3.10 for each one thousand gallons, or part thereof, of the winter quarter averaging usage of similar customers currently on the city water system.
 - (iii) For new accounts without consumption history in December, January and February, the winter quarter average will be 6,000 gallons.

(2) *School rates.*

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
½ inch	1.0	\$12.96
¾ inch	1.0	\$12.96
1 inch	2.5	\$32.40
1½ inch	5.0	\$64.80
2 inch	8.0	\$103.68
3 inch	16.0	\$207.36
4 inch	25.0	\$324.00
6 inch	50.0	\$648.00
8 inch	80.0	\$1,036.80
10 inch	115.0	\$1,490.40

The monthly customer charge for customers requiring a meter size larger than 10 inches shall be calculated as \$12.96 per LUE.

- (B) Consumption charge. Annually during the month of March, the city shall compute the monthly average water usage for each water customer, based upon the consumption billed in the months of December, January and February, with the highest month excluded, hereinafter called the winter quarter averaging usage.
- (i) For customers served by the city water system, the wastewater consumption charge shall be calculated as \$2.52 for each one thousand gallons, or part thereof, of the winter quarter averaging usage.
 - (ii) For customers not served by the city water system, the wastewater consumption charge shall be calculated as \$2.52 for each one thousand gallons, or part thereof, of the winter quarter averaging usage of similar customers currently on the city water system.

- (iii) For new accounts without consumption history in December, January and February, the winter quarter average will be 6,000 gallons.

(3) *Municipal rates.*

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
½ inch	1.0	\$15.94
¾ inch	1.0	\$15.94
1 inch	2.5	\$39.85
1½ inch	5.0	\$79.70
2 inch	8.0	\$127.52
3 inch	16.0	\$255.04
4 inch	25.0	\$398.50
6 inch	50.0	\$797.00
8 inch	80.0	\$1,275.20
10 inch	115.0	\$1,833.10

The monthly customer charge for customers requiring a meter size larger than 10 inches shall be calculated as \$15.94 per LUE.

- (B) Consumption charge. Annually during the month of March, the city shall compute the monthly average water usage for each water customer, based upon the consumption billed in the months of December, January and February, with the highest month excluded, hereinafter called the winter quarter averaging usage.
- (i) For customers served by the city water system, the wastewater consumption charge shall be calculated as \$3.10 for each one thousand gallons, or part thereof, of the winter quarter averaging usage.
- (ii) For customers not served by the city water system, the wastewater consumption charge shall be calculated as \$3.10 for each one thousand gallons, or part thereof, of the winter quarter averaging usage of similar customers currently on the city water system.
- (iii) For new accounts without consumption history in December, January and February, the winter quarter average will be 6,000 gallons.

(4) *Single-family residential and duplex rates.*

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
½ inch	1.0	\$14.58
¾ inch	1.0	\$14.58
1 inch	2.5	\$36.45
1½ inch	5.0	\$72.90
2 inch	8.0	\$116.64
3 inch	16.0	\$233.28
4 inch	25.0	\$364.50
6 inch	50.0	\$729.00

8 inch	80.0	\$1,166.40
10 inch	115.0	\$1,676.70

The monthly customer charge for customers requiring a meter size larger than 10 inches shall be calculated as \$14.58 per LUE.

- (B) Consumption charge. Annually during the month of March, the city shall compute the monthly average water usage for each water customer, based upon the consumption billed in the months of December, January and February, with the highest month excluded, hereinafter called the winter quarter averaging usage.
- (i) For customers served by the city water system, the wastewater consumption charge shall be calculated as \$2.84 for each one thousand gallons, or part thereof, of the winter quarter averaging usage.
 - (ii) For customers not served by the city water system, the wastewater consumption charge shall be calculated as \$2.84 for each one thousand gallons, or part thereof, of the winter quarter averaging usage of similar customers currently on the city water system.
 - (iii) For new accounts without consumption history in December, January and February, the winter quarter average will be 6,000 gallons.

(5) *Multifamily and apartment rates.*

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$15.94
3/4 inch	1.0	\$15.94
1 inch	2.5	\$39.85
1½ inch	5.0	\$79.70
2 inch	8.0	\$127.52
3 inch	16.0	\$255.04
4 inch	25.0	\$398.50
6 inch	50.0	\$797.00
8 inch	80.0	\$1,275.00
10 inch	115.0	\$1,833.10

The monthly customer charge for customers requiring a meter size larger than 10 inches shall be calculated as \$14.13 per LUE.

- (B) Consumption charge. Annually during the month of March, the city shall compute the monthly average water usage for each water customer, based upon the consumption billed in the months of December, January and February, with the highest month excluded, hereinafter called the winter quarter averaging usage.
- (i) For customers served by the city water system, the wastewater consumption charge shall be calculated as \$2.75 for each one thousand gallons, or part thereof, of the winter quarter averaging usage.

- (ii) For customers not served by the city water system, the wastewater consumption charge shall be calculated as \$2.75 for each one thousand gallons, or part thereof, of the winter quarter averaging usage of similar customers currently on the city water system.
- (iii) For new accounts without consumption history in December, January and February, the winter quarter average will be 6,000 gallons.

(6) *Golf course rates.*

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
½ inch	1.0	\$15.94
¾ inch	1.0	\$15.94
1 inch	2.5	\$39.85
1½ inch	5.0	\$79.70
2 inch	8.0	\$127.52
3 inch	16.0	\$255.04
4 inch	25.0	\$398.50
6 inch	50.0	\$797.00
8 inch	80.0	\$1,275.20
10 inch	115.0	\$1,833.10

The monthly customer charge for customers requiring a meter size larger than 10 inches shall be calculated as \$15.94 per LUE.

- (B) Consumption charge. Annually during the month of March, the city shall compute the monthly average water usage for each water customer, based upon the consumption billed in the months of December, January and February, with the highest month excluded, hereinafter called the winter quarter averaging usage.

- (i) For customers served by the city water system, the wastewater consumption charge shall be calculated as \$3.10 for each one thousand gallons, or part thereof, of the winter quarter averaging usage.
- (ii) For customers not served by the city water system, the wastewater consumption charge shall be calculated as \$3.10 for each one thousand gallons, or part thereof, of the winter quarter averaging usage of similar customers currently on the city water system.
- (iii) For new accounts without consumption history in December, January and February, the winter quarter average will be 6,000 gallons.

(7) *Collection agency fee.* 30% of the delinquent utility account referred to a third-party collection agency.

(8) *Disabled and age 65 or older discount.* Persons that are disabled or sixty-five years of age and older shall receive a twenty percent (20%) discount on the monthly customer charge for residential wastewater service provided to a single housing unit that is occupied by such disabled person or senior citizen. Such discount is applicable only to wastewater service provided to one living unit with separately metered water.

(9) *Tampering with wastewater collection system fee.* \$50.00.

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- (10) *Compound meters.* The monthly customer wastewater charge for customer accounts with compound meters shall be similar to and consistent with section A7.002(a)(9) above but excluding any additional maintenance fee.

(Ordinance 21-092-00 adopted 10/12/21)

Sec. A7.006. Gas service.

- (a) *Reconnect charge.* In addition to the charges and rates set out in article 13.06 of the Code of Ordinances, the company shall charge and collect the sum of:

Schedule	Charge
8 a.m. to 5 p.m. Monday through Friday	\$25.00
5 p.m. to 8 a.m. Monday through Friday	\$40.00
Saturdays, Sundays and holidays	\$40.00

as a reconnect charge for each reconnection or reinauguration of gas service, where service has been discontinued at the same premises for any reason, with the following exceptions:

- (1) For a builder who uses gas temporarily during construction or for display purposes;
 - (2) For the first occupant of the premises;
 - (3) Whenever gas service has been temporarily interrupted because of system outage, service work or appliance installation done by the company; or
 - (4) For any reason deemed necessary for company operations.
- (b) *Returned check charge.* A returned check handling charge of twenty-five dollars (\$25.00) is made for each check returned to the company for reasons of nonsufficient funds, account closed, payment withheld, invalid signature, or improper preparation.
- (c) *Collection charge.* A charge of thirty dollars (\$30.00) shall be made for each instance when it is necessary for a company employee to go to a customer's residence or place of business in order to collect amounts owed the company for gas service previously rendered. This charge shall not apply if service is terminated at the time of the collection action. This charge shall apply to only one (1) trip on the same amount owed.

(2003 Code, app. A, secs. 6.600-6.800)

Sec. A7.007. Water and wastewater tap fees.

- (a) Any person, association of persons, or corporation that requests a water main tap, water meter or water meter loop be removed, installed, or relocated by the utility department shall pay in advance the applicable fees required in this section.
- (b) Fees and charges are hereby established to defray the costs and expenses incurred by the city to connect structures and property to the city water and wastewater systems. The fees and charges established in this section shall be in addition to any and all other costs, fees and charges established by ordinance for obtaining water or wastewater service, including, but not limited to, impact and capital recovery fees and security deposits.
- (1) *Water tap schedule.* The following schedule of charges is hereby established and will be charged and collected prior to each tap or connection to the city water system:

- (A) Except as otherwise provided in this subsection (b), where service lines must be installed and a water meter set by the city, the tap fee shall be:

Water Meter Size	Tap Fee and Charge
5/8 inch	\$840.00
3/4 inch	\$940.00
1-inch	\$800.00 + cost of meter
1-1/2 inch	\$1,050.00 + cost of meter
2 inch	\$1,300.00 + cost of meter
3 inch and above	At cost*

* "At cost" means the actual cost to the city for the installation of the water or wastewater service, including the cost of the water meter and the automatic meter reader and the labor, materials, equipment, contract labor, etc., used in providing the service in accordance with the policy of the city.

- (i) All installations requiring a street cut shall require an additional \$1,000.00 fee for a two-lane roadway and \$500.00 for each additional lane thereafter.
- (ii) Street boring shall be done at cost.

- (B) Except as otherwise provided in this subsection (b), where service lines have been installed and the city is only required to inspect the connection and install a water meter, the tap fee shall be:

Water Meter Size	Tap Fee and Charge
5/8 inch	\$340.00
3/4 inch	\$415.00
1 inch	\$225.00 + cost of meter
1-1/2 inch	\$250.00 + cost of meter
2 inch	\$275.00 + cost of meter
3 inch and above	\$300.00 + cost of meter

- (C) The fees set forth in subsections (A) and (B) above are exclusive of the cost of backflow prevention devices, which shall be installed and tested at the customer's expense, when and as required by the city. The actual cost of such devices together with the cost of installation and testing shall be paid by the customer.
- (D) Automatic meter readers (AMR) shall be installed with any water meter that is installed after the effective date of the ordinance from which this subsection derives, at the customer's expense. Tap fees that are a flat rate only include the actual cost of the AMR and its installation. For tap fees that are a flat rate plus the "cost of meter," the actual cost of the AMR and its installation shall be included in the "cost of meter" component of the tap fee.
- (2) *Wastewater tap schedule.* The following schedule of charges is hereby established and will be charged and collected prior to each tap or connection to the city wastewater system:
- (A) Where service lines must be installed set by the city, the tap fee shall be \$750.00. All installations requiring a street cut shall require an additional \$850.00 fee for a two-lane roadway and \$425.00 for each additional lane.
 - (B) Boring to streets shall be done at cost. "At cost" means the actual cost to the city for the installation of the water or wastewater service, including the cost of the water meter and the

automatic meter reader and the labor, materials, equipment, contract labor, etc., used in providing the service in accordance with the policy of the city.

- (C) Where service lines have been installed, and the city is only required to inspect the connection, the tap fee shall be \$100.00.

(2003 Code, app. A, sec. 6.900)

Sec. A7.008. Collection and disposal of refuse.

(a) *Residential curbside refuse collection.*

- (1) The contractor will provide curbside recycling and collection service of residential refuse and waste to each residential unit subject to the following rates and fees:
 - (A) Refuse—One time per week (one 95-gallon cart) and recycling every other week (one 95-gallon cart): \$18.91.
 - (B) Each additional refuse cart: \$9.45. Limited to one additional cart.
 - (C) Each additional recycling cart: \$0.00 Limited to one additional cart.
 - (D) An additional one-time annual fee in the amount of \$1.00 shall be assessed to each residential service unit account in March of each year to fund city cleanup and waste collection programs.
- (2) Customers age 65 and greater or disabled customers contracting for one cart pickup shall receive a ten percent (10%) discount. No discount shall be provided to senior citizens or disabled customers that use more than one cart.
- (3) Such service shall be provided by the use of 95-gallon cart containers supplied by the contractor. The prices include the curbside collection of up to five (5) additional containers, 35-gallon capacity bags and bundles of residential refuse on each pickup/service day.

(b) *Commercial refuse collection.* The contractor will provide collection service of commercial refuse and waste for multifamily dwellings, apartment projects, and commercial and industrial customers as follows:

- (1) Commercial hand pickup customers will be supplied with the same type of cart containers as are residential units. The same curbside policy and bulk items policy will also apply to this category. The rates and charges for customers in this category are as follows:
 - (A) Collection once per week (one cart): \$24.80.
 - (B) Collection once per week (two carts): \$31.99.
 - (C) Collection twice per week (one cart): \$33.10.
- (2) Commercial customers producing a volume of refuse, garbage and waste in excess of 190 gallons per week will, at the contractor's discretion, be served as follows:
 - (A) Collection and disposal service to customers will be provided with dumpsters provided and maintained by the contractor according to the following:

Size	1x/wk.	2x/wk.	3x/wk.	4x/wk.	5x/wk.
2 yard	\$63.98	\$114.27	\$163.11	\$211.99	\$265.00
3 yard	\$68.45	\$122.23	\$174.60	\$226.76	\$283.45
4 yard	\$90.77	\$162.09	\$231.55	\$300.71	\$375.88
6 yard	\$113.09	\$201.93	\$288.47	\$374.65	\$468.32
8 yard	\$139.87	\$249.77	\$356.82	\$463.41	\$579.27

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(Supp. No. 3, Update 2)

10 yard	\$163.68	\$292.29	\$417.55	\$542.28	\$677.85
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- (B) The following rates and fees shall be applicable to commercial customers and others requiring service at a level in excess of the highest level provided above to be made available with dumpsters.

- (i) Recycling front load container service. (For commercial customers producing a volume of recycling in excess of 190 gallons per week.)

Size	1x/wk.	2x/wk.	3x/wk.	4x/wk.	5x/wk.
2 yard	\$39.48	\$56.54	\$75.38	\$94.23	\$110.86
3 yard	\$46.79	\$66.85	\$89.14	\$111.42	\$131.08
4 yard	\$54.01	\$77.16	\$102.88	\$128.57	\$151.29
6 yard	\$68.43	\$97.75	\$130.34	\$162.93	\$191.68
8 yard	\$82.86	\$118.37	\$157.82	\$197.27	\$232.09

- (ii) Commercial monthly and/or city roll-off service.

	20 Yard	30 Yard	40 Yard
Delivery fee	N/C	N/C	N/C
Haul charge	\$280.00	\$280.00	\$280.00
Daily rental	N/C	N/C	N/C
Tonnage fee*	Williamson County Landfill Gate Rate	Williamson County Landfill Gate Rate	Williamson County Landfill Gate Rate
*3-ton minimum charge			

- (c) *Manufacturing/assembly plant special waste.*

- (1) Haul charge: \$280.00.
- (2) Disposal cost determined based on type of special waste.
- (3) Actual rate at designated disposal facility determined by customer.

- (d) *Wastewater sludge.*

- (1) Haul charge: \$280.00.
- (2) Disposal cost: Actual rate at designated disposal facility determined by customer.

- (e) *Tires.* Upon verification of payment and receipt for a prepaid charge equal to the landfill rates for disposal charged to the contractor, the contractor agrees to pick up two (2) automobile type tires per residential unit per pickup.

- (f) *Annual cleanup.* For no charge the contractor will, twice a year, provide six (6) roll-off containers to be dumped three (3) times each. At a location designated by the city, the contractor and the city will set up a manned and supervised citizen drop-off site that accepts refuse, construction material, bulk items (white goods), and brush and other yard waste. Also, as part of this cleanup effort, water-based or latex paints will be included. Batteries and used oil that will be accepted at the landfill the contractor uses will be collected. Material not accepted at the landfill will not be accepted at the cleanup site. This service is for verified city residents only, and only for the cleanup day.

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- (g) *Bulk waste, construction debris and stable matter; hazardous waste.* The contractor will provide for the special collection from residential units of bulky waste not eligible for curbside pickup, for a negotiated cost based on the above rates for dumpster or roll-off containers, as applicable. Construction debris and stable matter will be hauled at a rate to be determined by container size. The contractor and the producer of the waste will negotiate the total charge prior to collection. The contractor will not provide for the special collection of hazardous waste.
 - (h) *Service to city facilities.* All city municipal locations shall be served with either a 95-gallon container or an appropriate sized dumpster, at no charge. If roll-off containers are required for any use, other than the city-wide cleanups, the contractor will provide such services with discounted rates appropriate to the job size and duration. If the city elects to have the contractor haul sludge from the city's wastewater treatment plant(s), the fee for such service will be \$280.00 per haul, plus disposal costs.

(Ordinance 21-007-00 adopted 1/21/21; Ordinance 21-092-00 adopted 10/12/21)

Sec. A7.009. Wholesale wastewater service area fees.

- (a) A system reservation fee in the amount of \$350.00 per LUE, according to the LUE chart adopted by Ordinance No. 02-053-04, set forth in this section shall be paid at the time of submission of an application for approval of a preliminary plat for property located in the wholesale wastewater service area, as that area is defined in section 1 of the subdivision ordinance. The payment of the system reservation fee will guarantee capacity in the Liberty Hill wastewater treatment plant and will fix the connection fee to the amount in effect at the time of payment of the system reservation fee.
- (b) A connection fee in the amount set forth in this section shall be paid at the time that an application for a building permit is submitted, or for land for which a building permit is not required, at the time that an application for connection to the city's wastewater system is submitted for a property located in the wholesale wastewater service area, as that area is defined in section 1 of the subdivision ordinance:
 - (1) \$1,550.00 per LUE, according to the LUE chart adopted by Ordinance No. 02-053-04 and on file with the city secretary's office; provided that if system reservation fees were paid in connection with a preliminary plat for the subdivision in which the property is located, the connection fee shall be \$1,200.00 per LUE.
 - (2) For those properties connecting to the one of the lift stations, as that term is defined in the wholesale wastewater services agreement between the City of Leander and the City of Liberty Hill dated effective as of June 4, 2015, an additional connection fee of \$1,400.00 per LUE according to the LUE chart adopted by Ordinance No. 02-053-04 and on file with the city secretary's office.

(Ordinance 15-036-00, sec. 9, adopted 7/2/15)

Sec. A7.010. Cross-connection and backflow prevention program.

- (a) Bulk hydrant meter testing fee: \$200.00
- (b) Fee for installation or repair of backflow assembly by third party: 100 percent of actual cost of installation plus a ten percent administrative charge.
- (c) Fee for testing of backflow assembly by third party: \$300.00
- (d) Deposit for water meters and backflow assembly: \$1,000.00

(Ordinance 17-056-00, sec. 3, adopted 8/11/17; Ord. No. 24-071-00, § 2, 9-5-2024)



City of
Leander

Parks and Recreation Department

User Fees Policy

Revised September 2025

Adopted October 2025

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1. MISSION STATEMENT

To enhance and enrich the lives of all Leander citizens by providing access to superior park and public spaces and creating quality recreation, sports, and leisure opportunities.

2. DEPARTMENT VISION

A dynamic community revolving around parks, recreation, and public spaces.

3. PURPOSE

To adopt an official policy to establish a set of fees that are fair and equitable for the use of facilities and equipment and the participation in programs sponsored by the Leander Parks and Recreation Department.

4. AUTHORITY AND GENERAL PROVISIONS**4.1 COVERAGE**

This policy, upon adoption by the Leander City Council, should be applicable to all individuals for the use of facilities and the participation in programs conducted by the Leander Parks and Recreation Department until it is altered, modified, or rescinded by the Leander City Council.

4.2 STATEMENT OF NEED

Due to the demand for services, operating and capital costs, and the amount of available tax revenues, meeting the level of parks, recreation and special event services requested by Leander residents is a continuing challenge. Therefore, it is necessary for the City of Leander to develop a sound and consistent policy of fees and charges for Parks and Recreation services that are both fair and equitable. This policy will assist the City of Leander to continue to provide quality recreation programs and make necessary program expansions which would not otherwise be possible.

4.3 STATEMENT OF LEGAL AUTHORITY

The Charter of the City of Leander, Chapter 1, Article 1.11 provides the legal authority for establishment of user fees and other regulations, rules, policies or procedures pertaining to use and operations of City parks, facilities, activities and programs.

4.4 STATEMENT OF PHILOSOPHY

A sound policy provides the guiding principles for managing user fees while maintaining flexibility to accommodate new programs, changing demographics and circumstances. The following guiding principles provide the foundation for the City of Leander's philosophy for the Parks and Recreation User Fee Policy.

- To enhance the quality of life for Leander citizens through affordable recreation opportunities.
- To provide the opportunity for all Leander citizens to participate in variety of programs and activities and to full utilize the facilities of the department.
- To ensure that Leander citizens receive the benefit of lower fees and priority registration.
- To efficiently manage operations and affordable services to ensure all Leander citizens equal opportunities to use City parks and facilities or to participate in activities and programs.
- To provide and maintain facilities for use by the public.
- To establish revenue recovery rates that consider market conditions and the cost of providing programs and services.
- To supplement fees and charges with tax dollars, grants, donations, sponsorships, scholarships, etc.
- To provide trained and qualified personnel for supervision and instruction in programs and activities.
- To welcome and actively seek public input in evaluating programs, activities and facilities.

4.5 COMMUNITY PRIORITIES

As identified in the 2019 Leander Parks, Public Spaces, and Recreation Comprehensive Plan, the following community priorities have been identified.

- **Healthy Lifestyle** – Facilities and programs that enable citizens and visitors to pursue healthy and active lifestyles.
- **Community Access** – A system that supports community access – physically, economically, and socially.
- **Stewardship/Conservation** – Citizens expect the City to maintain and improve existing open space, greenway and trail developments.
- **Outdoor Recreation** – Facilities and programs that enable citizens and visitors to be outdoors and enjoy the environment.

4.6 GENERAL PROVISIONS

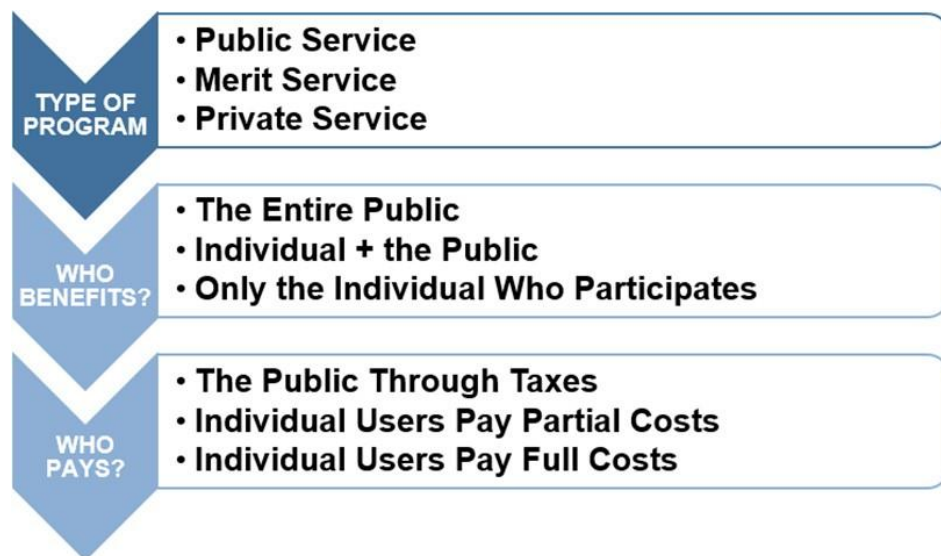
In addition to the user fees identified herein, users may be required to pay additional costs, resulting from their use of parks and facilities (e.g. a reasonable portion of the City's costs for traffic control and/or police service when the user's event requires such services).

Patrons who reside outside the City of Leander and who do not contribute financial support to the City's parks and recreation efforts via ad valorem taxes, and those patrons who propose to use public recreation facilities for private economic gain may incur fees and/or charges higher than or in addition to the user fees paid by local residents for general use.

4.7 SERVICE LEVEL CLASSIFICATIONS

Classifying programs and services is an important process for an agency to follow to remain aligned with the community's interests and needs, the mission of the organization, and to sustainably operate within the bounds of the financial resources that support it. The criteria utilized and recommended in program classification stems from the foundation's concept detailed by Dr. John Crompton and Dr. Charles Lamb. In their book "Marketing Government and Social Services", they purport that programs need to be evaluated on the criteria of type, who benefits, and who bears the cost of the program.

This is illustrated below:



4.7.1 ESSENTIAL (PUBLIC) SERVICES:

Essential (Public) Services are equally accessible and available to all citizens. They tend to preserve and promote the physical and mental well-being of the community, provide patron safety, and offer an opportunity for Parks and Recreation services, facilities, greenways, and open space to be used by the public. Typically, essential services are available to all Leander citizens on an equal basis and there is little consumptive use of services. Essential Services and facilities should be offered to City residents at minimal or no charge.

- Essential Services provide general use of parks and outdoor areas such as basketball slabs, open play areas, dog parks, skateparks, picnic areas, the Leander Public Library, playgrounds, trails and greenways.
- Essential Services include but are not limited to city-wide special events and celebrations, program and facility information, community assistance, program planning, public art access and administrative support.
- Cost of essential services and facilities should be primarily borne by the general tax base.
- Cost recovery should fall between 0-35%.

4.7.1.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR ESSENTIAL SERVICES:

- Charging a fee aids in the provision of activities of a special interest nature that extends beyond normal operation. Essential Services will continue to support citizen's needs with no or minimal charges and not on the propensity to generate revenue for services provided.
- When Essential Services are used, any fees charged for the use of the public facility should be viewed as a method to continue to provide Essential Services.
- Charging an entry or admission fee to a special event allows for revenues collected to be used in expanding or enhancing the special event.
- Charging fees may also serve as an independent function to ration limited activities and aid in discipline or control.

4.7.2 SUPPLEMENTAL (MERIT) SERVICES:

Supplemental Services provide traditional parks and recreation activities that benefit the individual and the community. Supplemental Services are available to Leander citizens on an equitable basis; however, participation is limited based on program and space availability. Supplemental Services provide an extended level of benefit for users.

- Supplemental Services require facilities, supplies, equipment, and/or considerable staff planning and supervision specific to the service. These types of services benefit both the participant and the community due to their educational, cultural, or physical value.
- Some examples of Supplemental Services include but are not limited to instructional programs, summer camps, senior programs, concerts, performances.
- The user should share in the cost of providing supplemental services to offset tax dollar support.
- Cost recovery should fall between 35-100%.

4.7.2.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SUPPLEMENTAL SERVICES:

The determination to assign a fee for supplemental services should be based upon one or more of the following conditions.

- The cost per user hour of the service is higher than Essential Service.
- The service uses consumable materials.
- The service requires added preparation or clean-up.
- The service requires contracted services or instruction at an additional cost.
- A fee supports the provision of activities of a special interest nature that extends beyond Essential Service.
- Fees should be charged to recover supply costs directly related to the supplemental services.
- Use of the service tends to be limited to a relatively few individuals or special interest groups of a private nature. Whenever the benefit to the general citizen population is limited, a fee may be assessed.

4.7.3 SPECIAL (PRIVATE) SERVICES:

Special Services and Facilities are beyond the scope of traditional leisure services. They primarily provide exclusive benefit to individuals based on public demand and population served.

- Special Services include but are not limited to organized tournaments, trips, private group programs, athletic programs and retail operations.
- Special Facilities include but are not limited to golf course, Mason Homestead and Bryson Farmstead rentals, lighted ball fields, reserved picnic pavilions, sports field rentals, amphitheater, and specialized reserved equipment.
- Fees and charges are often established based on local market demand and similar regional and/or national facilities.
- Special services and facilities should recover costs that minimize public tax dollar support.
- Cost recovery should fall between 75%-100%+.

4.7.3.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SPECIAL SERVICES AND FACILITIES:

- The fee charged for the use of public facilities should be comparable to the market rates and current fees being charged for like services in the local area.
- Identify staffing requirements, costs of material, supplies, contracted services, other City of Leander department support and facility operational expenses.
- Incremental revenues that the Special Service or Special Facility generates beyond normal daily operating revenues and expenses are factored into the pricing structure.
- License Agreement: Special Services and Facilities which are organized, promoted and conducted by an individual, agency, or any other entity should require a written agreement outlining the specific services and the responsibilities of the City and Licensee. The License Agreement will contain fees and charges estimated to recover all direct costs and a portion of the estimated indirect costs.
- City's Co-Sponsored Event: Services that are organized, promoted and conducted in part by an outside agency, organization, or individual(s) and are the negotiated responsibilities of both parties as defined by a written agreement. Any fees assessed to the outside group for facility use should be established to recover the City's direct cost at minimum and a portion of the estimated indirect costs.
- Economic Impact: Facilities and special services attracting events that generate visitor spending and/or media exposure, or both such as tournaments and special events benefit both the City and local economy, and as such potential economic impact will be considered when setting fees and may be cause for reduced fees.
- Fees and charges should support other resources available to the Parks and Recreation Department, not replace them or be used to reduce the City's responsibility to provide public open space and leisure opportunities. They provide a means to continue, and expand as necessary, and the ability to offer essential, special services and special facilities to Leander citizens. Any surplus revenue from one program may be utilized to offset costs for other programs or activities.

4.8 POLICY REVIEW

The Leander Parks and Recreation Department User Fee Policy shall be reviewed at a minimum annually.

4.9 USER FEES

All Leander Parks and Recreation user fees are identified on Appendices A and B.

5. RETAIL SALES OF MERCHANDISE**5.1 RETAIL SALES OPERATIONS**

The Leander Parks and Recreation Department provides items for sale to the general public for a variety of reasons. Three types of resale operations have been identified currently within the department:

5.1.1 CONCESSIONS/VENDOR OPERATIONS

Vendors will be charged a percentage of sales, currently 20%, or a flat rate based on the length of the event and estimated attendance.

5.1.2 SALE OF RETAIL ITEMS AND CONCESSIONS

Leander Parks and Recreation Department may engage in retail sales of merchandise and/or concessions to promote department programs and facilities. Items are purchased wholesale and priced accordingly to comparable market prices within the local area. Profit from sales will directly benefit the related program or facility.

6. SPECIAL CONSIDERATION FOR FEES AND CHARGES VARIANCES**6.1 NON- RESIDENTS**

A City of Leander resident or a person working in Leander makes a significant contribution to the financing and operation of the Leander Department of Parks and Recreation. Non-residents will pay an additional non-resident fee for participating in certain programs and for the reservation of facilities. Leander residents are defined as those whose primary residence is within the City's corporate limits.

6.2 MILITARY DISCOUNTS

A discount is offered to active duty and veteran military personnel. These discounts apply to pool admission, passes, and select programs. Special rates can be determined for the Department's facilities and programs for residents who are currently serving or who have previously served in the U.S. Armed Forces.

6.3 SENIOR DISCOUNT

A discount is offered to those citizens of 55 and over. These discounts apply to pool passes and select programs. A 20% discount will be applied for Senior Activity Center rentals for current members. Discounts do not apply when there is already a reduced rate specified for senior citizens.

6.4 DISCOUNT FOR CITY COUNCIL, PARKS AND RECREATION ADVISORY BOARD, AND CITY EMPLOYEES

The following discounts are offered to current City Council members, current Parks and Recreation Advisory Board members, and current regular full-time City employees and regular (year-round) part-time employees, spouses, and children living in the household;

- A 50% discount at the Crystal Falls Golf Club (CFGF) on green fees with cart for general City employees.
 - To ensure the continued quality, functionality, and user satisfaction of the municipal golf course, complimentary golf access is extended to current City Council members, Parks and Recreation Advisory Board members, golf course employees, and designated City leadership. This access is intended to support course assessment, operational familiarity, and ongoing service improvement. By experiencing the course firsthand, staff and board members are better equipped to identify maintenance needs, assess course conditions, evaluate customer experience, and inform strategic decision making related to the course. Complimentary play must not interfere with regular duties or course operations, and tee times should be booked during non-peak times when possible. The CFGF General Manager must approve of play for the golf course employees.
- A 50% discount for facility rentals and pool season passes; and
- A 25% discount for recreation programs and activities to include: programs, camps, athletics and special event admission fees. Certain programs may have a maximum participation count for these discounts.

6.5 OUTSIDE ENTITIES & SPECIAL INTEREST GROUPS

Entities or individuals should not be permitted to use park facilities for financial gain or profit except by facility use agreement or approval in writing of the Director of Parks and Recreation or designee. Park facilities are designed to serve the public on a non-profit basis. For programs using the parks and collecting paid fees, groups will be required to remit 20% of gross revenue to the City in addition to rental fees for use of the properties. Non-Profit, 501c3 groups are exempt from this 20% fee. Special interest groups, non-profit, or individuals should be granted no special consideration in the form of reduced rates or free services except for those groups who are affiliated with the City or when approved by the City Manager or designee.

6.6 WAIVERS AND REDUCTIONS

The Director of Parks and Recreation is authorized to waive or reduce entry fees, user fees or sponsorships in conjunction with promotional opportunities and/or the marketing of Parks and Recreation programs.

6.7 CREDIT CARD/ADMINISTRATIVE FEES

Leander Parks and Recreation and Public Library will assess a \$2.00 Credit Card administrative fee for each transaction over \$10.00 that is paid for via credit or debit card.

7. ALTERNATIVE SOURCES OF REVENUE

7.1 GRANTS

City of Leander employees are encouraged to investigate the possibilities of securing a grant or sources of outside funding for department facilities and programs. All grant applications, donations or alternative funding sources must be approved by the Director of Parks and Recreation, City Manager's Office, City Finance Department, and Leander City Council as required.

7.2 GIFT CATALOG

The Leander Parks and Recreation Department may engage in the solicitation of gifts/donations in the form of memorializing or naming an individual, group, business, or organization as a fundraiser for providing park amenities, programs, or facilities. Prices will be determined based on production costs, plus shipping and handling, and any necessary installation costs. Sales will directly benefit the related program or facility.

7.3 SPONSORSHIPS

The Leander Parks and Recreation Department will actively solicit sponsorships as an alternate and sometimes sole source of funding programs, facilities, and events. Sponsorships can be in-kind donations or financial donations or a combination of both.

Appendix A

Parks, Recreation, & Library Fee Schedule

Fee Description	Fees			
	Resident	Non-Resident	Deposit	Commercial
Lakewood Park				
Live Oak - 3 Hours Full Pavilion	\$ 250.00	\$ 337.50		
Live Oak - 3 Hours Per Section	\$ 100.00	\$ 135.00		
Live Oak - 3 Hours Per Table	\$ 35.00	\$ 47.25		
Live Oak - Full Day Full Pavilion	\$ 500.00	\$ 675.00		
Live Oak - Full Day Per Section	\$ 300.00	\$ 405.00		
Live Oak - Full Day Per Table	\$ 100.00	\$ 135.00		
Bluebonnet - 3 Hours Full Pavilion	\$ 225.00	\$ 303.75		
Bluebonnet - 3 Hours Per Section	\$ 75.00	\$ 101.25		
Bluebonnet - 3 Hours Per Table	\$ 35.00	\$ 47.25		
Cypress Pavilion - 3 Hours	\$ 100.00	\$ 135.00		
Cypress Pavilion - Full Day	\$ 225.00	\$ 305.75		
Meadowlark - 3 Hours	\$ 100.00	\$ 135.00		
Meadowlark - Full Day	\$ 225.00	\$ 305.75		
Mockingbird - 3 Hours	\$ 100.00	\$ 135.00		
Mockingbird - Full Day	\$ 225.00	\$ 305.75		
Texas Sage - 3 Hours	\$ 100.00	\$ 135.00		
Texas Sage - Full Day	\$ 225.00	\$ 305.75		
The Overlook - 3 Hours	\$ 100.00	\$ 135.00		
The Overlook - Full Day	\$ 225.00	\$ 305.75		
Toddler Zone - 3 Hours Full Zone	\$ 100.00	\$ 135.00		
Toddler Zone - 3 Hours Per Section	\$ 50.00	\$ 67.50		
Toddler Zone - 3 Hour Per Table	\$ 30.00	\$ 40.50		
Great Lawn (per day) – Up to 5,000 patrons	\$ 1,500.00	\$ 2,025.00	r/nr \$ 500.00 cm \$ 1,000.00	\$ 2,850.00
Great Lawn (per day) – 5,000+ patrons	\$ 2,500.00	\$ 3,375.00	r/nr \$ 1,000.00 cm \$ 2,000.00	\$ 4,750.00
Skate Park (4 hrs) – up to 100 patrons	\$ 550.00	\$ 742.50	r \$ 125.00 nr/cm \$ 250.00	\$ 1,000.00
Skate Park (8 hrs) – up to 100 patrons	\$ 950.00	\$ 1,282.50	r \$ 250.00 nr/cm \$ 350.00	\$ 1,200.00
Basketball/Volleyball Court (4 hrs) – up to 100 patrons	\$ 70.00	\$ 94.50	\$ 35.00	\$ 180.00
Basketball/Volleyball Court (8 hrs) – up to 100 patrons	\$ 170.00	\$ 229.50	\$ 75.00	\$ 450.00
Trail (per event) – Up to 100 patrons	\$ 250.00	\$ 337.50	r/nr \$ 25.00 cm \$ 50.00	\$ 250.00
Trail (per event) – 101 to 250 patrons	\$ 475.00	\$ 641.25	r/nr \$ 50.00 cm \$ 75.00	\$ 250.00
Trail (per event) – 251+ patrons	\$ 700.00	\$ 945.00	r/nr \$ 75.00 cm \$ 100.00	\$ 250.00
Dog Park - Small Dog Run (4 hrs) – Up to 30 dogs	\$ 40.00	\$ 55.00	\$ 25.00	\$ 80.00
Dog Park - Medium Dog Run (4 hrs) – Up to 40 dogs	\$ 50.00	\$ 68.00	\$ 30.00	\$ 100.00
Dog Park - Large Dog Run (4 hrs) – Up to 50 dogs	\$ 60.00	\$ 81.00	\$ 35.00	\$ 120.00
Parking Lot A (per day)	\$ 120.00	\$ 162.00		\$ 240.00
Parking Lot B (per day)	\$ 120.00	\$ 162.00		\$ 240.00
Parking Lot C (per day)	\$ 120.00	\$ 162.00		\$ 240.00
Watercraft Activity (per event)	\$ 200.00	\$ 270.00		\$ 200.00

Mason Homestead				
Weekday Partial Day (5 hours)	\$ 75.00	\$ 101.25	\$ 150.00	
Daily Rate (8am - Midnight)	\$ 150.00	\$ 202.50	\$ 250.00	
Weekend (Noon Friday - Sunday Midnight)	\$ 275.00	\$ 371.25	\$ 250.00	
Robin Bledsoe Park				
Robin Bledsoe Pavilion	\$ 75.00	\$ 101.25		
Robin Bledsoe Amphitheater (2 hours)	\$ 100.00	\$ 135.00		
Robin Bledsoe Amphitheater + Hour	\$ 25.00	\$ 33.75		
Robin Bledsoe Entire Park	\$ 2,000.00	\$ 2,700.00	\$ 1,000.00	
Serna Athletic Field - Entire Field 60-Minute Rental	\$ 125.00	\$ 168.75		
Serna Athletic Field - North Field 60-Minute Rental	\$ 65.00	\$ 87.75		
Serna Athletic Field - South Field 60-Minute Rental	\$ 65.00	\$ 87.75		
Serna Athletic Field Light Fee – North / South Field	\$ 20.00	\$ 27.00		
Serna Athletic Field Light Fee - Entire Field	\$ 30.00	\$ 40.50		
Robin Bledsoe Pool Private Rentals				
Small Private Party – Up to 75 patrons	\$ 275.00	\$ 371.25	\$ 100.00	
Large Private Party – 76-150 patrons	\$ 350.00	\$ 472.50	\$ 100.00	
Pool Cabana Rental (per 1 hour 50 minutes)	\$ 20.00	\$ 27.00	\$ 25.00	
Robin Bledsoe Pool Public Admission				
Child 0-1 Admission	FREE			
Child 2-17 Admission	\$ 2.00			
Adult 18+ Admission	\$ 3.00			
Senior 55+ Admission	\$ 2.00			
Day Care / School	\$ 1.75			
Military / Veteran Admission	\$ 2.00			
Robin Bledsoe Pool Season Passes				
Individual Season Pass	\$ 60.00			
Couple Season Pass	\$ 100.00			
Family Pass (up to 8)	\$ 150.00			
Devine Lake Park				
Devine Lake Park Pavilion	\$ 75.00	\$ 101.25		
Devine Lake Park Open Space 4 Hour Rental	\$ 150.00	\$ 202.50	\$ 200.00	
Devine Lake Park Open Space 8 Hour Rental	\$ 250.00	\$ 337.50	\$ 200.00	
Northcreek Ranch Park				
Northcreek Ranch Park Pavilion	\$ 50.00	\$ 67.50	\$ 50.00	
Horizon Lake Park				
Horizon Lake Park Pavilion	\$ 75.00	\$ 101.25	\$ 50.00	
Benbrook Ranch Park				
Benbrook Ranch Park Pavilion	\$ 75.00	\$ 101.25	\$ 101.25	
Benbrook Ranch Disc Golf Course	\$ 100.00	\$ 135.00	\$ 135.00	
Benbrook Skate Park Rental 4 Hour Rental	\$ 250.00	\$ 337.50	\$ 337.50	
Benbrook Skate Park Rental 8 Hour Rental	\$ 400.00	\$ 540.00	\$ 540.00	
Benbrook Baseball Field #1 60-Minute Rental	\$ 40.00	\$ 54.00		
Benbrook Baseball Field #2 60-Minute Rental	\$ 35.00	\$ 47.25		
Benbrook Baseball Field #3 60-Minute Rental	\$ 35.00	\$ 47.25		
Benbrook Baseball Field #4 60-Minute Rental	\$ 35.00	\$ 47.25		
Benbrook Softball Field #5 60-Minute Rental	\$ 30.00	\$ 40.50		
Benbrook Field Light Fee	\$ 35.00	\$ 47.25		
Benbrook Field Striping Field 1	\$ 15.00	\$ 20.00		
Benbrook Field Striping Field 2,3,4	\$ 15.00	\$ 20.00		
Benbrook Field Dragging / Raking Field 1	\$ 15.00	\$ 20.00		

Benbrook Field Dragging / Raking Field 2,3,4	\$ 15.00	\$ 20.00		
Benbrook Scoreboard Use	\$ 15.00	\$ 20.00	\$ 50.00	
Senior Activity Center				
Flex Space Meeting Room (per hour)	\$ 100.00	\$ 135.00	\$ 250.00	
Multi-Purpose Hall Rental (per hour)	\$ 150.00	\$ 202.50	\$ 250.00	
Kitchen (per hour)	\$ 250.00	\$ 337.50	\$ 250.00	
Membership Fee (annual)	\$ 25.00	\$ 33.75		
Daily Fee	\$ 3.00	\$ 4.05		
Special Use Fees				
Commercial Photography	\$ 100.00	\$ 135.00		
Special Event Permit	\$ 15.00	\$ 20.25		
Commemorative Bench	\$ 3,500	\$ 4,725		
Leander Activity Center				
Lone Star Hall (4 hours)	\$ 500.00	\$ 675.00	\$ 100.00	
Lone Star Hall (8 hours)	\$ 900.00	\$ 1,215.00	\$ 100.00	
Monarch Room (4 hours)	\$ 150.00	\$ 202.50	\$ 100.00	
Monarch Room (8 hours)	\$ 250.00	\$ 337.50	\$ 100.00	
Ranger Room (4 hours)	\$ 150.00	\$ 202.50	\$ 100.00	
Ranger Room (8 hours)	\$ 250.00	\$ 337.50	\$ 100.00	
Kitchen (4 hours)	\$ 50.00	\$ 75.00	\$ 50.00	
Kitchen (8 hours)	\$ 90.00	\$ 121.50	\$ 50.00	
Pickleball Daily Rate	\$ 4.00	\$ 5.40		
Pickleball Daily Rate - Active Adult Program Members	\$ 2.00	\$ 2.70		
Leander Public Library – Annex Meeting Room				
Public or Non-Profit Rental (per hour)	\$ 50.00	\$ 67.50	\$ 150.00	
Private or For-Profit Rental (per hour)	\$ 75.00	\$ 101.25	\$ 150.00	
Annex Kitchenette	\$ 20.00	\$ 27.00		
Leander Public Library – Fees & Fines				
Lost Items	CRP + \$6.00			
Lost or Damaged DVD or Playaway Case	\$ 6.00			
Missing Tags, Spine Labels or Barcodes	\$ 1.00			
Fax - Local Send (15 Pages)	\$ 1.00			
Fax - Long Distance Send (1st Page)	\$ 3.00			
Fax - Long Distance Send (Each Additional Page)	\$ 1.00			
Receive Fax (15 Pages)	\$ 1.00			
Interlibrary Loans	\$ 2.50			
Library Card - Individual	FREE	\$ 15.00		
Library Card - Family	FREE	\$ 25.00		
Replacement Card	\$ 2.00			
Printing - Black and White - Per Page	\$ 0.15			
Printing - Color - Per Page	\$ 0.50			

Appendix B

Crystal Falls Golf Club Fee Schedule

Daily Green Fees				
Fee Description	Resident	Resident Senior / Hero	Non-Resident	Non-Resident Senior / Hero
Monday-Thursday – Morning	\$ 42.00	\$ 35.00	\$ 55.00	\$ 50.00
Monday-Thursday – Afternoon	\$ 38.00	\$ 35.00	\$ 50.00	\$ 45.00
Monday-Thursday – Twilight	\$ 33.00	\$ 30.00	\$ 45.00	\$ 40.00
Monday-Thursday – 9 Hole	\$ 27.00	\$ 25.00	\$ 35.00	\$ 32.00
Monday-Thursday – Junior	\$ 18.00		\$ 20.00	
Friday-Sunday & Holidays – Morning	\$ 50.00	\$ 45.00	\$ 75.00	\$ 60.00
Friday-Sunday & Holidays – Afternoon	\$ 45.00	\$ 40.00	\$ 60.00	\$ 50.00
Friday-Sunday & Holidays – Twilight	\$ 40.00	\$ 35.00	\$ 50.00	\$ 45.00
Friday-Sunday & Holidays – 9 Hole	\$ 30.00	\$ 28.00	\$ 40.00	\$ 35.00
Friday-Sunday & Holidays – Junior	\$ 18.00		\$ 25.00	
Annual Membership Fees				
Fee Description	7-Day	Weekday Only		
Regular	\$ 2,200.00	\$ 1,815.00		
Regular Couple	\$ 3,520.00	\$ 2,900.00		
Senior	\$ 1,650.00	\$ 1,375.00		
Senior Couple	\$ 2,640.00	\$ 2,200.00		
Family	\$ 3,850.00	\$ 3,300.00		
Annual Student / Team Facility Use Fees				
Student Athlete (per student)	\$ 200.00			
Bag Storage (per school)	\$ 1,000.00			
Tournament Fees & Outing Upcharge Fees				
Fee Description	Monday-Thursday	Weekends & Holidays		
3rd Party / Adult (per player)	\$ 75.00	\$ 95.00		
3rd Party / Junior – 18 Holes (per player)	\$ 35.00	\$ 50.00		
3rd Party / Junior – 9 Holes (per player)	\$ 30.00	\$ 40.00		
CFGC / Adult – Resident (per player)	\$ 60.00	\$ 65.00		
CFGC / Adult – Non-Resident (per player)	\$ 75.00	\$ 95.00		
CFGC / Adult – Member (per player)	\$ 25.00	\$ 25.00		
CFGC / Adult – Junior (per player)	\$ 35.00	\$ 50.00		
Outing / League – Tee Time Only (per player)	\$ 5.00	\$ 5.00		
Outing / League – Par Package (per player)	\$ 7.00	\$ 7.00		
Outing / League – Birdie Package (per player)	\$ 10.00	\$ 10.00		
Outing / League – Eagle Package (per player)	\$ 12.00	\$ 12.00		
Outing / League – Premium Package (per player)	\$ 15.00	\$ 15.00		
Daily Special Event Fees				
Cart Barn Rental – 2-hr minimum (per hour)	\$ 300.00			
Event Lawn – Availability TBD (per hour)	\$ 250.00			
Rear Deck 1/2 – Up to 50 patrons (per hour)	\$ 100.00			
Rear Deck Full – Up to 100 patrons (per hour)	\$ 200.00			
Driving Range Tee (per hour)	\$ 300.00			
Monthly Sponsorship Fees				
Cart Sign Holder – 30 carts	\$ 55.00			
Cart Sign Holder – 45 carts	\$ 80.00			
Cart Sign Holder – All carts	\$ 150.00			

GPS Display Premier – All carts	\$ 100.00			
GPS Display Standard – All carts	\$ 50.00			
Club Tournament Hole Sponsor	\$ 50.00			
Club Tournament Title Sponsor – Diamond	\$ 5,000.00			
Club Tournament Title Sponsor – Platinum	\$ 2,500.00			
Club Tournament Title Sponsor – Gold	\$ 1,000.00			
Annual Golf Cart / Trail Fees (Membership Required)				
Fee Description	7-Day	Weekday Only		
CFGC Cart – Regular / Senior	\$ 965.00	\$ 825.00		
CFGC Cart – Couple	\$ 1,930.00	\$ 1,650.00		
CFGC Cart – Family	\$ 2,959.00	\$ 2,530.00		
Private Cart – Regular / Senior	\$ 900.00	\$ 750.00		
Private Cart – Couple	\$ 1,800.00	\$ 1,500.00		
Private Cart – Family	\$ 2,700.00	\$ 2,310.00		
Additional Fees				
Cart Rental – Regular, 18 Holes (per person)	\$ 15.00			
Cart Rental – Regular, 9 Holes (per person)	\$ 7.50			
Cart Rental – Junior, 18 Holes (per person)	\$ 8.00			
Spectator Fee	\$ 15.00			
Caddie Cart Fee	\$ 30.00			
Trail Fee	\$ 14.00			
Driving Range – Small Bucket	\$ 5.00			
Driving Range – Medium Bucket	\$ 10.00			
Driving Range – Large Bucket	\$ 15.00			
Guest Instructor – Monthly (per instructor)	\$ 250.00			

APPENDIX A FEE SCHEDULE

ARTICLE A1.000. GENERAL CITY FEES

Sec. A1.001. Notary service fee.

A fee in the amount of \$5.00 ~~shall~~may be charged and paid to the city for the notarization of each instrument or document notarized by any employee or officer of the city while on duty.

(2003 Code, app. A, sec. 1.400)

Sec. A1.002. Fees for copies of public information.

- (a) Each person requesting copies of public information shall pay a fee for such copies, said fee to be calculated in accordance with the Texas Administrative Code ("TAC"), title 1, part 3 chapter 70 rule § 70.3 (the "rule"), as amended from time to time, and do not reflect any additional charges that may be associated with a particular request. In the event of a conflict between this section and the rule, the rule shall control.
- (b) The charges in this section to recover costs associated with providing copies of public information are based on estimated average costs to governmental bodies across the state. When actual costs are 25% higher than those used in these rules, the city may request an exemption in accordance with § ~~111.64~~70.4 of the TAC (relating to requesting an exemption).
- (c) *Copy charge.*
 - (1) *Standard paper copy.* The charge for standard paper copies reproduced by means of an office machine copier or a computer printer is \$0.10 per page or part of a page. Each side that has recorded information is considered a page.
 - (2) *Nonstandard copy.* The charges in this subsection are to cover the materials onto which information is copied and do not reflect any additional charges, including labor, that may be associated with a particular request. The charges for nonstandard copies are:
 - (A) Diskette: \$1.00;
 - (B) Magnetic tape: Actual cost;
 - (C) Data cartridge: Actual cost;
 - (D) Tape cartridge: Actual cost;
 - (E) Rewritable CD (CD-RW): \$1.00;
 - (F) Nonrewritable CD (CD-R): \$1.00;
 - (G) Digital video disc (DVD): \$3.00;
 - (H) JAZ drive: Actual cost;
 - (I) Other electronic media: Actual cost;

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- (J) VHS videocassette: \$2.50;
 - (K) Audio cassette: \$1.00;
 - (L) Oversize paper copy (e.g.: 11 inches by 17 inches, greenbar, bluebar, not including maps and photographs using specialty paper - see also §~~111.6970.9~~ of ~~this~~the titleTAC): \$0.50;
 - (M) Specialty paper (e.g.: Mylar, blueprint, blueline, map, photographic): Actual cost.
- (d) *Labor charge for programming.* If a particular request requires the services of a programmer in order to execute an existing program or to create a new program so that requested information may be accessed and copied, the city may charge for the programmer's time.
- (1) The hourly charge for a programmer is \$28.50 an hour, which includes fringe benefits. Only programming services shall be charged at this hourly rate.
 - (2) If the city does not have in-house programming capabilities shall comply with requests in accordance with V.T.C.A., Government Code § 552.231.
 - (3) If the charge for providing a copy of public information includes costs of labor, the city shall comply with the requirements of V.T.C.A., Government Code § 552.261(b).
- (e) *Labor charge for locating, compiling, and reproducing public information.*
- (1) The charge for labor costs incurred in processing a request for public information is \$15.00 an hour, which includes fringe benefits. The labor charge includes the actual time to locate, compile, and reproduce the requested information.
 - (2) A labor charge shall not be billed in connection with complying with requests that are for 50 or fewer pages of paper records, unless the documents to be copied are located in:
 - (A) Two or more separate buildings that are not physically connected with each other; or
 - (B) A remote storage facility.
 - (3) A labor charge shall not be recovered for any time spent by an attorney, legal assistant, or any other person who reviews the requested information:
 - (A) To determine whether the governmental body will raise any exceptions to disclosure of the requested information under the V.T.C.A., Government Code ~~ch.~~Chapter 552, ~~subch.~~Subchapter C; or
 - (B) To research or prepare a request for a ruling by the attorney general's office pursuant to V.T.C.A., Government Code § 552.301.
 - (4) When confidential information pursuant to a mandatory exception of the act is mixed with public information in the same page, a labor charge may be recovered for time spent to redact, blackout, or otherwise obscure confidential information in order to release the public information. A labor charge shall not be made for redacting confidential information for requests of 50 or fewer pages, unless the request also qualifies for a labor charge pursuant to V.T.C.A., Government Code § 552.261(a)(1) or (2).
 - (5) If the charge for providing a copy of public information includes costs of labor, the city shall comply with the requirements of V.T.C.A., Government Code ~~ch.~~Chapter 552, § 552.261(b).
 - (6) For purposes of subsection (e)(2)(A) of this section, two buildings connected by a covered or open sidewalk, an elevated or underground passageway, or a similar facility, are not considered to be separate buildings.
- (f) *Overhead charge.*

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- (1) Whenever any labor charge is applicable to a request, the city may include in the charges an overhead charge ~~at 20% of the charge~~ made to cover any labor costs associated with a particular request.
 - (2) An overhead charge shall not be made for requests for copies of 50 or fewer pages of standard paper records unless the request also qualifies for a labor charge pursuant to V.T.C.A., Government Code § 552.261(a)(1) or (2).
 - (3) The overhead charge shall be computed at 20% of the charge made to cover any labor costs associated with a particular request. Example: if one hour of labor is used for a particular request, the formula would be as follows: Labor charge for locating, compiling, and reproducing, $\$15.00 \times 0.20 = \3.00 ; or programming labor charge, $\$28.50 \times 0.20 = \5.70 . If a request requires one hour of labor charge for locating, compiling, and reproducing information ($\$15.00$ per hour); and one hour of programming labor charge ($\$28.50$ per hour), the combined overhead would be: $\$15.00 + \$28.50 = \$43.50 \times 0.20 = \8.70 .
- (g) *Microfiche and microfilm charge.*
- (1) If the city already has information that exists on microfiche or microfilm and has copies available for sale or distribution, the charge for a copy must not exceed the cost of its reproduction. If no copies of the requested microfiche or microfilm are available and the information on the microfiche or microfilm can be released in its entirety, the city should make a copy of the microfiche or microfilm. The charge for a copy shall not exceed the cost of its reproduction.
 - (2) If only a master copy of information in microform is maintained, the charge is \$0.10 per page for standard size paper copies, plus any applicable labor and overhead charge for more than 50 copies.
- (h) *Remote document retrieval charge.*
- (1) Due to limited on-site capacity of storage of documents, it is frequently necessary to store information that is not in current use in remote storage locations. Every effort will be made by the city to store current records on site. To the extent that the retrieval of documents results in a charge to comply with a request, it is permissible to recover costs of such services for requests that qualify for labor charges under current law.
 - (2) If the city has a contract with a commercial records storage company, whereby the private company charges a fee to locate, retrieve, deliver, and return to storage the needed record(s), no additional labor charge shall be factored in for time spent locating documents at the storage location by the private company's personnel. If after delivery to the governmental body, the boxes must still be searched for records that are responsive to the request, a labor charge is allowed according to subsection (e)(1) of this section.
- (i) *Computer resource charge.*
- (1) The computer resource charge is a utilization charge for computers based on the amortized cost of acquisition, lease, operation, and maintenance of computer resources, which might include, but is not limited to, some or all of the following: central processing units (CPUs), servers, disk drives, local area networks (LANs), printers, tape drives, other peripheral devices, communications devices, software, and system utilities.
 - (2) These computer resource charges are not intended to substitute for cost recovery methodologies or charges made for purposes other than responding to public information requests.
 - (3) The charges in this subsection are averages based on a survey of governmental bodies with a broad range of computer capabilities. Therefore, the city manager or designee shall determine which category(ies) of computer system(s) used to fulfill the public information request most closely fits its existing system(s), and set its charge accordingly. Type of System-Rate: Mainframe-\$10.00 per CPU

minute; Midsize-\$1.50 per CPU minute; Client/Server-\$2.20 per clock hour; PC or LAN-\$1.00 per clock hour.

- (4) The charge made to recover the computer utilization cost is the actual time the computer takes to execute a particular program times the applicable rate. The CPU charge is not meant to apply to programming or printing time; rather, it is solely to recover costs associated with the actual time required by the computer to execute a program. This time, called CPU time, can be read directly from the CPU clock, and most frequently will be a matter of seconds. If programming is required to comply with a particular request, the appropriate charge that may be recovered for programming time is set forth in subsection (e) of this section. No charge should be made for computer print-out time. Example: If a mainframe computer is used, and the processing time is 20 seconds, the charges would be as follows: $\$10/3 = \3.33 ; or $\$10/60 \times 20 = \3.33 .
- (5) If the city does not have in-house computer capabilities shall comply with requests in accordance with the V.T.C.A., Government Code § 552.231.
- (j) *Miscellaneous supplies.* The actual cost of miscellaneous supplies, such as labels, boxes, and other supplies used to produce the requested information, may be added to the total charge for public information.
- (k) *Postal and shipping charges.* The city may add any related postal or shipping expenses which are necessary to transmit the reproduced information to the requesting party.
- (l) *Sales tax.* Pursuant to office of the comptroller of public accounts' rules sales tax shall not be added on charges for public information (34 TAC, part 1, chapter 3, subchapter O, § 3.341 and § 3.342).

(Ordinance 19-069-00, sec. 3, adopted 11/7/19)

Sec. A1.003. Nonrefundable fee for expenses of professional consultation services.

An applicant making a zoning request, a variance request, a subdivision request, a construction plan review, a traffic study, a building and fire safety code review, an environmental review, a request for the city to enter into a contract or an agreement except city purchase contracts, a request for a special development consideration, an inquiry under V.T.C.A., Local Government Code ~~Chapter~~ 245, an engineering analysis or review for utility, drainage, floodplain or other technical elements or any other matter requiring professional consultation shall pay a nonrefundable fee for professional consultation services in the amount of \$200.00 or the estimated fee for such service whichever greater prior to such service being conducted in addition to all other applicable fees.

(2003 Code, app. A, sec. 1.500)

Sec. A1.004. Parks and recreation fees.

Refer to the user fees policy on file in the office of the city secretary, as amended from time to time.

(Ordinance 21-073-00 adopted 9/2/21; Ordinance 22-089-00 adopted 9/15/2022; Ord. No. 24-001-00, § 3, 1-4-2024)

Sec. A1.005. Golf course fees.

Refer to the user fees policy on file in the office of the city secretary, as amended from time to time.

(Ordinance 21-094-00 adopted 10/21/21; Ordinance 22-089-00 adopted 9/15/2022; Ord. No. 24-001-00, § 3, 1-4-2024)

Sec. A1.006. Library fees.

Refer to the user fees policy on file in the office of the city secretary, as amended from time to time.

(Ordinance 21-073-00 adopted 9/2/21; Ordinance 22-089-00 adopted 9/15/2022; Ord. No. 24-001-00, § 3, 1-4-2024)

Sec. A1.007. Filing fee for place on the city council ballot.

A fee in the amount of \$50.00 shall be charged to each person who files for a place on the ballot for a city council election, unless such person files a petition in lieu of the filing fee in accordance with section 1.03.002 of the code.

(Ordinance 15-004-00, sec. 3, adopted 1/15/15)

Sec. A1.008. Payment of fees, fines or other charges by credit card.

- (a) The city will accept credit cards as a means for paying fees, fines, court costs, or other charges.
- (b) The city will contract with a financial institution for the processing of credit cards.
- (c) The city manager may authorize a fee not to exceed five (5) percent, or \$2.00, whichever is less, for payment transactions made in person, by mail, or by telephone as a handling fee.
- (d) For payments made through the internet, the city manager is authorized to establish fees to recover the costs directly and reasonably incurred in providing the access or service on the internet.

(Ordinance 16-026-00 adopted 4/7/16)

State law reference(s)—Payment of fees, fines, court costs or other charges by credit card, V.T.C.A., Local Government Code [Chapter](#). 132.

ARTICLE A2.000. ANIMAL CONTROL RELATED FEES

Sec. A2.001. General provisions.

There are hereby fixed and assessed the following fees to defray the cost of managing an animal control program and for the protection of the public health, against the owner or keeper of every animal kept in the city; at such time that fee adjustments may be required to maintain a neutral "at cost" relationship, fees may be amended by resolution of the city council.

(2003 Code, app. A, art. 2.000)

Sec. A2.002. Standard licensing fee—Only when tag issued.

- (a) Dog or cat, per annum fee: \$15.00.
- (b) Dangerous dogs, per annum fee: \$50.00.

Sec. A2.003. Permits.

A permit shall be issued after payment of the applicable fee:

- (1) Circus/zoo: \$500.00.
- (2) Commercial animal enterprise: \$100.00.
- (3) Renewal, per annum fee \$50.00.

Sec. A2.004. Dismissal of offense upon proof of vaccination.

The failure of a dog or cat to wear a vaccination tag on a collar shall be prima facie evidence of the failure to vaccinate the animal as required by chapter 2 of the Code of Ordinances. To prove that a dog or cat was vaccinated at the time of the offense, the owner of the dog or cat must present a copy of the vaccination certificate issued by the veterinarian that shows the date the vaccination was administered. The offense shall be dismissed upon verification that the animal alleged in the offense was vaccinated on the date of the offense with the payment of a \$20.00 administrative fee.

(Ordinance 16-064-00, ex. B, adopted 7/21/16)

ARTICLE A3.000. BUILDING, SUBDIVISION AND ZONING RELATED FEES

Sec. A3.001. General provisions.

- (a) All fees are nonrefundable and due at time of submittal unless otherwise noted.
- (b) General enforcement.
 - (1) Double permit fees will be charged for any work started before signing the permit.
 - (2) No new permits will be issued until all permit fees have been paid.
 - (3) A stop-work order will be issued on all permits where reinspection fees of \$300.00 or more are owed.
 - (4) All fees must be paid current before the final inspection is performed.
- (c) Nonprofit organizations that hold a 501(c)(3) or 501(c)(4) designation and that are formed for the primary purpose of community service or social welfare are excepted from paying application filing fees for applications set forth in this article.

(2003 Code, app. A, art. 3.000(a), (i); Ord. No. 24-107-00, § 1, 11-21-2024)

Sec. A3.002. Land use.

Land use fees:

- (1) Zoning applications (including rezone applications and minor planned unit development applications):
\$~~68~~00.00 for the first five acres or portion thereof, plus \$~~105~~0.00 per each additional acre or portion thereof.
- (2) Special use permits: \$400.00 (\$200.00 for an amendment or an extension).
- (3) Entertainment district: \$400.00 (\$200.00 for an amendment or an extension).

- (43) Variance or waiver from zoning ordinance: \$400.00 per variance or waiver.
- (54) Planned unit development: ~~\$400.00~~~~200.00~~ per acre or portion thereof, plus \$3,000.00 (maximum fee of \$15,000.00) plus \$2,000.00 (maximum fee of \$10,000.00) (for amendment, \$1,500.00 plus \$100.00 per acre or portion thereof—maximum fee of \$5,500.00).
- (A) Major amendment: \$2,500.00 plus \$200.00 per acre or portion thereof (maximum fee of \$10,000.00).
- (B) Minor amendment to an existing planned unit development application: \$400.00.
- (65) Comprehensive plan amendments: ~~\$1,000.00~~~~500.00~~.
- (76) Comprehensive plan amendments with rezone: ~~\$500.00~~~~300.00~~.
- (87) ~~Voluntary annexation~~Annexation: ~~\$2,000.00~~~~200.00~~.
- (9) Voluntary annexation when subject to annexation development agreement: \$500.00
- (10) Extraterritorial jurisdiction (ETJ) release petition: \$500.00
- (118) Professional recovery fee: \$250.00 per application. (Professional recovery fee is in addition to listed fees. If an outside consultant for the city is required as a result of the application, the applicant is required to pay the estimated fee for such service prior to such service being conducted.)
- (129) Zoning verification letter: \$100.00.
- (1310) Sign posting fee: \$30.00 per sign.
- (1411) Public hearing notification (newspaper): ~~\$300.00~~~~150.00~~ per newspaper notice.
- (1512) Property owner notification: \$5.00 per owner.
- (1613) Restrictive covenant, deed restriction, ~~development agreement~~, shared parking agreement, ~~plat vacation~~ or similar document: \$500.00 plus \$100.00 per page or portion thereof (8.5 inch x 11 inch pages, 12 pt. type).
- (1714) Traffic study~~TIA~~ review:
- (A) In house review:
- (i) \$4,000.00 for level three study.
- (ii) \$5,000.00 for level four study.
- (iii) Traffic study revision: 50% of original traffic study fee.
- (i) ~~—\$2,000.00 for up to 5,000 trips per day.~~
- (ii) ~~—\$3,000.00 for 5,001 to 10,000 trips per day.~~
- (iii) ~~—\$4,000.00 for 10,001 to 15,000 trips per day.~~
- (iv) ~~—\$5,000.00 for 15,001 or more.~~
- (B) Outside consultant/third party review:
- (i) \$500.00 filing fee plus review fees from the outside consultant.
- (1815) Drainage study (not associated with a site development or subdivision application):
- (A) In house review: \$500.00 filing fee.
- (B) Outside consultant/third party review: \$500.00 filing fee plus review fees from~~fees assessed by~~ the outside consultant.

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- (1916) Zoning postponement after notification: \$500.00 plus new notification fees.
- (2017) Municipal utility district, special district: \$2,500.00 plus \$100.00 per page or portion thereof (8.5 inch x 11 inch pages, 12 pt. type), plus a \$5,000.00 deposit for legal fees.
- (2118) Street vacation request: ~~\$500.00~~~~250.00~~ + plus \$0.05 per square foot of ROW.
- (22) Plat vacation request: \$1,500.00
- (2319) Administrative code exception authorized by ordinance: \$100.00.
- (2420) Appeal of administrative planning and zoning commission decision: \$400.00.
- (2521) GIS (applies to all applications mapped on GIS): \$75.00.
- ~~(22) Wireless communication facility development plan fee: \$300.00.~~
- (2623) Heritage tree removal permit: \$250.00.
- (2724) Due diligence report: \$250.00. This fee may be used as a credit for the first submission of either the associated site development permit or subdivision submittal.

(2003 Code, app. A, art. 3.000(b); Ordinance 14-072-00, sec. 2, adopted 11/20/14; Ordinance 20-082-00, secs. 2—4, adopted 11/19/20; Ordinance 21-097-00, sec. 2, adopted 11/4/21; Ord. No. 23-051-00, § 2, 8-17-2023)

Sec. A3.003. Subdivisions.

Subdivision fees:

- (1) Concept plan: \$500.00 plus \$25.00 per lot or acre or portion thereof (whichever is greater).
- (2) Preliminary plat: \$2,000.00 plus \$50.00 per lot or acre or portion thereof (whichever is greater). The fee for an application for a minor revision to a preliminary plat shall be 50 percent of the preliminary plat fee.
- (3) Construction plan fees:
 - (A) Construction plan review fee:
 - (i) Subdivision related plans. Subdivision related plans are construction plans that are associated with the long form platting process.
 - a. \$1,500.00 per acre for the first 100 acres.
 - b. \$1,000.00 per acre for the next 150 acres.
 - c. \$500.00 per acre for each acre over 250 acres.
 - (ii) Off-site improvements. Off-site improvements are construction plans for any required improvement, which lies outside of the property being developed.
 - a. \$2.50 per linear foot per offsite infrastructure improvement (drainage, water, wastewater, and other similar improvements).
 - b. \$2.50 per square foot of sidewalks, deceleration lanes, streets, and other similar improvements.
 - c. \$10,000.00 traffic signals and signal modifications.
 - d. \$20,000.00 per lift station.
 - e. \$10,000.00 per pump station.

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- f. For off-site infrastructure improvements other than specified above as determined by city engineer or his/her assigns:
 - 1. The hourly rate for the estimated actual direct time of the city's employees performing the subdivision construction plan review per offsite infrastructure improvement other than specified above as determined by city engineer or his/her assignees; and/or
 - 2. The actual costs assessed to the city by a third-party entity that provides subdivision construction plan review services to the city.
 - (B) Public infrastructure improvement inspection fee:
 - (i) Public infrastructure improvements shown in subdivision related plans. Subdivision related plans are construction plans that are associated with the long form platting process.
 - a. \$2,500.00 per acre for the first 100 acres.
 - b. \$1,500.00 per acre for the next 150 acres.
 - c. \$1,000.00 per acre for each acre over 250 acres.
 - (ii) Off-site improvements. Off-site improvements are construction plans for any required improvement, which lies outside of the property being developed.
 - a. \$7.50 per linear foot per offsite infrastructure improvement item (drainage, water, wastewater, and other similar improvements).
 - b. \$5.00 per square foot of sidewalks, deceleration lanes, streets, and other similar improvements.
 - c. \$25,000.00 per traffic signal and signal modifications.
 - d. \$100,000.00 per lift station.
 - e. \$40,000.00 per pump station.
 - f. For off-site infrastructure improvements other than specified above as determined by city engineer or his/her assigns:
 - 1. The hourly rate for the estimated actual direct time of the city's employees performing the subdivision construction inspections; or
 - 2. The actual costs assessed to the city by a third-party entity that provides subdivision construction inspection services to the city.
 - (4) Final plat: ~~\$1,500.00~~~~1000.00~~ plus \$25.00 per lot or acre or portion thereof (whichever is greater).
 - (5) Amended plat: ~~\$1,000.00~~~~650.00~~.
 - (6) Short form final plat: ~~\$1,500.00~~~~1000.00~~.
 - (7) Variance or waiver from subdivision regulations: ~~\$400.00~~~~250.00~~.
 - (8) Professional recovery fee: \$250.00 per application. (Professional recovery fee is in addition to the listed fees. If an outside consultant for the city is required as a result of the application, the applicant is required to pay the estimated fee for such service prior to such service being conducted.)
 - (9) Public hearing notification (newspaper): ~~\$300.00~~~~150.00~~ per notice.
 - (10) Request for expiration extension: \$300.00.
 - (11) Legal lot determination: ~~\$300.00~~~~200.00~~.

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- (12) Property owner notification: \$5.00 per property owner to be notified.
 - (13) Appeal of administrative or planning and zoning commission decision: ~~\$500.00~~~~400.00~~.
 - (14) GIS (applies to all applications mapped in GIS): \$75.00.
 - (15) Review and inspection fees for review of construction plans and inspection of wastewater infrastructure by Liberty Hill within the wholesale wastewater services area: Actual cost billed to Leander by Liberty Hill.
 - (16) Development agreements: \$1,000.00 plus \$5,000.00 deposit for legal fees.
 - (17) Resubmittal fees: \$1,000.00 after the second review under the standard review procedure; \$500.00 after the third review under the alternative review procedure.
 - (18) Street name change: \$250.00.
 - (19) Plat recordation fee: \$50.00.

(2003 Code, app. A, art. 3.000(c); Ordinance 15-036-00, sec. 8, adopted 7/2/15; Ordinance 20-082-00, sec. 5, adopted 11/19/20; Ord. No. 23-051-00, § 3, 8-17-2023; Ord. No. 24-018-00, §§ 2, 3, 3-7-2024)

Sec. A3.004. Building permits and inspections and related fees.

(a) *Residential permits (new construction).*

- (1) Application fee: \$200.00 ~~(will be credited toward permit fee)~~.
- (2) Master plan review: \$50.00 per plan.
- (3) Plan review (up to 3,000 sq. ft.): \$50.00 ~~withoutw/o~~ master plan review, \$20.00 ~~withw/~~ master plan review (up to 3,000 sq. ft.).
- (4) Plan review (3,000 sq. ft. or greater): \$0.05 per sq. ft.
- (5) Building permit: \$0.15 sq. ft. (total foundation/floor) (\$40.00 minimum).
- (6) Plumbing permit: \$0.15 sq. ft. (total foundation/floor) (\$40.00 minimum).
- (7) Mechanical permit: \$0.15 sq. ft. (total foundation/floor) (\$40.00 minimum).
- (8) Electrical permit: \$0.15 sq. ft. (total foundation/floor) (\$40.00 minimum).
- (9) Resubmittal fee: \$200.00 after the third review.
- ~~(9) Temporary meter loop: \$40.00.~~
- ~~(10) Permanent power: \$40.00.~~
- ~~(11) Gas release (if applicable): \$40.00.~~

(b) *Residential permits (remodels, additions, pool houses, cabanas, or other habitable spaces).*

- (1) Application fee: \$50.00
- ~~(2)~~ Plan review: \$50.00.
- ~~(3)~~ Building permit: \$0.05 per square foot of calculated work area (minimum of \$40.00 regardless of size).
- ~~(4)~~ Plumbing permit (if applicable): \$0.05 per square foot of calculated work area (minimum of \$40.00 regardless of size).

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- (54) Electrical permit (if applicable): \$0.05 per square foot of calculated work area (minimum of \$40.00 regardless of size).
 - (65) Temporary meter loop (if applicable): \$0.05 per square foot of calculated work area (minimum of \$40.00 regardless of size).
 - (76) Permanent power (if applicable): \$0.05 per square foot of calculated work area (minimum of \$40.00 regardless of size).
 - (87) Mechanical permit (if applicable): \$0.05 per square foot of calculated work area (minimum of \$40.00 regardless of size).
 - (9) Resubmittal fee: \$50.00 after the third review.
- (c) *Manufactured homes.*
- (1) Application fee: \$50.00
 - (21) Plan review: \$50.00.
 - (32) Building permit: \$0.15 per sq. ft.
 - (43) Plumbing permit: \$40.00.
 - (54) Electrical permit: \$40.00.
 - (65) Temporary meter loop (if applicable): \$40.00.
 - (76) Permanent power (if applicable): \$40.00.
 - (87) Mechanical permit: \$40.00.
 - (9) Resubmittal fee: \$50.00 after the third review.
- (d) *Commercial permits (new construction).*
- (1) Application fee: \$400.00-~~(credited towards permit fee)~~.
 - (2) Plan review: \$0.13 per sq. ft. (up to 10,000 sq. ft.) plus \$50.00 per 1,000 over.
 - (3) Building permit: \$0.15 per sq. ft. (\$40.00 minimum).
 - (4) Plumbing permit: \$0.15 per sq. ft. (\$40.00 minimum).
 - (5) Gas release (if applicable): \$40.00.
 - (6) Electrical permit: \$0.15 per sq. ft. (\$40.00 minimum).
 - (7) Temporary meter loop: \$40.00.
 - (8) Permanent power: \$40.00.
 - (9) Mechanical permit: \$0.15 per sq. ft. (\$40.00 minimum).
 - ~~(10) Flatwork: \$0.15 per sq. ft. (\$40.00 minimum).~~
 - ~~(1011) Temporary Certificate of occupancy: \$40.00.~~
 - (11) Stocking certificate: \$40.00.
 - (12) Resubmittal fee: \$400.00 after the third review.
- (e) *Commercial permits (remodel).*
- (1) Application fee: ~~\$200.00~~100.00-~~(credited towards permit fee)~~.

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- (2) Plan review: \$0.06 per sq. ft.
 - (3) Building permit: \$0.15 sq. ft. (calculated work area) (\$40.00 minimum).
 - (4) Plumbing permit: \$0.15 sq. ft. (calculated work area) (\$40.00 minimum).
 - (5) Mechanical permit: \$0.15 sq. ft. (calculated work area) (\$40.00 minimum).
 - (6) Electrical permit: \$0.15 sq. ft. (calculated work area) (\$40.00 minimum).
 - (7) Gas release (if applicable): \$40.00.
 - (8) Temporary meter loop: \$40.00.
 - (9) Permanent power: \$40.00.
 - ~~(10) Flatwork: \$0.15 per sq. ft. (\$40.00 minimum).~~
 - ~~(10+11) Temporary Certificate of occupancy: \$40.00.~~
 - (11) Stocking certificate: \$40.00.
 - (12) Resubmittal fee: \$200.00 after the third review.
- (f) *Commercial shell building.*
- (1) Application fee: \$400.00 ~~(credited towards permit fee).~~
 - (2) Plan review: \$0.13 per sq. ft. - 1st 10,000 sq. ft., plus \$50.00 per 1000 sq. ft. [over].
 - (3) Building permit: \$0.15 per sq. ft. (\$40.00 minimum).
 - (4) Plumbing permit: \$0.05 per linear ft. of all lines (excluding fire lines) (\$40.00 minimum).
 - (5) Electrical permit: \$0.10 per sq. ft. (\$40.00 minimum).
 - (6) Temporary meter loop: \$40.00.
 - (7) Permanent power: \$40.00.
 - (8) Mechanical permit (if applicable): \$0.15 per sq. ft. (\$40.00 minimum).
 - ~~(9) Flatwork: \$0.15 per sq. ft. (\$40.00 minimum).~~
 - (9) Certificate of occupancy: \$40.00.
 - (10) Stocking certificate: \$40.00.
 - (11) Resubmittal fee: \$400.00 after the third review.
- (g) *Commercial (new) lease space finish-out.*
- (1) Application fee: ~~\$200.00~~ \$100.00 ~~(credited towards permit fee).~~
 - (2) Plan review: \$0.06 per sq. ft.
 - (3) Building permit: \$0.15 per sq. ft. (\$40.00 minimum).
 - (4) Plumbing permit: \$0.10 per sq. ft. (\$40.00 minimum).
 - (5) Gas release (if applicable): \$40.00.
 - (6) Electrical permit: \$0.05 per sq. ft. (\$40.00 minimum).
 - (7) Temporary meter loop: \$40.00.
 - (8) Permanent power: \$40.00.

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- (9) Mechanical permit: \$100.00.
 - (10) Coolers/freezers: \$40.00 each.
 - ~~(11) Flatwork: \$0.15 per sq. ft. (\$40.00 minimum).~~
 - ~~(1112) Temporary Certificate of occupancy: \$40.00.~~
 - ~~(12) Stocking certificate: \$40.00.~~
 - ~~(13) Resubmittal fee: \$200.00 after the third review.~~
 - (h) *Temporary construction/sales trailer (Residential and non-residential).*
 - ~~(1) Application fee: \$50.00.~~
 - ~~(21) Plan review: \$20.00.~~
 - ~~(32) Building permit: \$0.15 per sq. ft. (\$40.00 minimum).~~
 - ~~(43) Plumbing permit: \$40.00.~~
 - ~~(54) Electrical permit: \$40.00.~~
 - ~~(65) Mechanical permit: \$40.00.~~
 - ~~(76) Temporary meter loop: \$40.00.~~
 - (i) *Accessory structure permits: (Includes garages, storage sheds, workshops, decks, patios, carports, gazebos, pavilions, and any other non-habitable structures-).*
 - ~~(1) Application fee: \$50.00.~~
 - ~~(21) Plan review: \$20.00.~~
 - ~~(32) Building permit: \$0.15 per sq. ft. (\$40.00 minimum).~~
 - ~~(43) Plumbing permit (if applicable): \$40.00.~~
 - ~~(54) Electrical permit (if applicable): \$40.00.~~
 - (j) *Swimming pool (Above and in-ground, residential and non-residential).*
 - ~~(1) Application fee: 50.00.~~
 - ~~(21) Plan review: \$20.00.~~
 - ~~(32) Building permit: \$160.00.~~
 - ~~(43) Gas test (if gas-heated): \$40.00.~~
 - ~~(54) Above ground: \$60.00 (electric included).~~
 - (k) *Gasoline storage permits.*
 - (1) Fuel pumps: \$50.00 each.
 - (2) Underground bulk storage: \$100.00 each.
 - (l) *Miscellaneous building permits.*
 - (1) Water heater install/change-out: ~~\$50.00~~40.00.
 - (2) Water softener install: ~~\$50.00~~40.00.
 - ~~(3) Plumbing stand alone: \$50.00.~~

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- (4) Electric stand alone: \$50.00.
- (5) Mechanical stand alone: \$50.00.
- (63) Demolition permit: \$100.00.
- (74) Driveway culvert permit: \$100.00.
- (85) Residential irrigation: ~~\$50.00.~~
- ____ (a) Permit fee: \$50.00.
- ____ (b) Application fee: \$50.00.
- ____ (c) Plan review: \$20.00.
- (96) Commercial irrigation: ~~\$50.00 per backflow device.~~
- ____ (a) Permit fee: \$50.00 per backflow device.
- ____ (b) Application fee: \$50.00.
- ____ (c) Plan review: \$20.00.
- (107) Sign permit (including copy changes): ~~\$40.00 or \$2.00 per sq. ft. whichever is greater.~~
- ____ (a) Permit fee: \$40.00 or \$2.00 per sq. ft. whichever is greater.
- ____ (b) Application fee: \$50.00.
- ____ (c) Plan review: \$20.00.
- (118) Fence permit: ~~\$10.00 (per address).~~
- ____ (a) Permit fee: \$40.00.
- ____ (b) Application fee: \$50.00.
- ____ (c) Plan review: \$20.00.
- (9) Garage sale permit: No charge.
- (1210) Searchlight: \$50.00.
- (1311) Structure move permit: \$55.00.
- (1412) Community impact fees: Per community impact fee ordinance.
- (1513) Tap fees: Per water/wastewater and tap fee ordinance.
- (1614) Water meter replacement: \$40.00 (plus water meter cost).
- (1715) Street cut - water/sewer taps: \$750.00 each.
- (1816) Street boring/cut: \$100.00 each.
- (19) Wireless communication facility (WCF):
- ____ (a) Accessory antennae and/or accessory structure:
- ____ (i) Application fee: \$50.00.
- ____ (ii) Plan review: \$20.00.
- ____ (iii) Mechanical permit (if applicable): \$40.00.
- ____ (iv) Electrical permit: \$40.00.

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- (b) Building permit new tower:
 - (i) Application fee: \$50.00.
 - (ii) Plan review: \$50.00.
 - (iii) Mechanical permit (if applicable): \$40.00.
 - (iv) Electrical permit: \$40.00.
 - ~~(2017)~~ Reinstatement of expired permit within ~~3060~~ days of expiration: ~~Original application fee \$40.00.~~
 - ~~(21)~~ Extension of expired application within 30 days of expiration: ~~Original application fee.~~
 - ~~(2218)~~ ~~Revisions: Administration changes: \$25.00.~~
 - (a) Application fee: \$50.00.
 - (b) Plan review: \$20.00.
 - ~~(2319)~~ Reinspection fees: \$100.00 each.
 - ~~(2420)~~ Outsource building plan review: In accordance with consultant rate, plus city's permit fee.
 - ~~(21)~~ Irrigation plan review: ~~\$20.00.~~
 - ~~(2522)~~ Real estate open house signs:
 - (A) Annual real estate office registration fee: \$50.00 per office or brokerage.
 - (B) Annual open house sign fee: \$5.00 per sign.
 - (C) Sign recovery fee: \$15.00 per sign if retrieved from the city within seven days.
 - ~~(23)~~ ~~Courtesy inspection fee: \$250.00 each. This fee may be used as a credit for the first submission of the building permit application.~~

(2003 Code, app. A, art. 3.000(d); Ordinance 16-082-00 adopted 10/20/16; Ordinance 17-014-00, sec. 3, adopted 2/16/17; Ordinance 21-097-00, secs. 3—6, adopted 11/4/21; Ord. No. 23-053-00, § 2(Exh. A), 8-17-2023)

Sec. A3.005. Fire code permits and inspections and related fees.

- (a) *Plan review.*
 - (1) New construction: \$100.00, plus \$0.10 per sq. ft.
 - (2) New building - shell only: \$100.00, plus \$0.05 per sq. ft.
 - (3) Remodel/repair: \$100.00.
 - (4) New construction - tenant finish out: \$100.00, plus \$0.05 per sq. ft.
 - (5) Fire sprinkler system review:
 - (A) Less than 6,000 sq. ft.: \$100.00.
 - (B) 6,001 - 12,000 sq. ft.: \$200.00.
 - (C) Greater than 12,000 sq. ft.: \$300.00, plus \$0.01 per sq. ft. over 12,000 (maximum fee is \$600.00).
 - (6) Fire sprinkler remodel heads, greater than 20: \$100.00.
 - (7) Fire alarm review:
 - (A) Less than 200 devices: \$100.00.

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- (B) Greater than 201 devices: \$150.00, plus \$0.50 per additional device.
 - (8) Alternative fire suppression review: \$100.00.
 - (9) Subdivision plats (preliminary and final): \$125.00 per section/phase.
 - (10) Site development plans: \$125.00 per section/phase.
 - (b) *Acceptance testing.*
 - (1) Certificate of occupancy inspection:
 - (A) Less than 10,000 sq. ft.: \$50.00.
 - (B) Greater than 10,000 sq. ft.: \$100.00.
 - (2) Fire line visual/hydrostatic: \$80.00 per visit.
 - (3) Fire sprinkler visual/hydrostatic:
 - (A) Less than 20 heads: \$100.00.
 - (B) Greater than 20 heads: \$150.00.
 - (4) Natural gas systems: \$80.00.
 - (5) Alternative fire suppression: \$50.00 per system.
 - (6) Above/below ground storage tank: \$150.00 per visit.
 - (7) Fuel line pressure test: \$100.00 per visit.
 - (8) Fire alarm system:
 - (A) Less than 200 devices: \$100.00.
 - (B) Greater than 201 devices: \$150.00, plus \$0.50 per additional device.
 - (9) Other fire code related tests: \$80.00.
 - (c) *Fire code permits.*
 - (1) Explosive permits (1.5 and 1.6): \$80.00 per permit.
 - (2) Explosive permits (1.4): \$150.00 per permit.
 - (3) Explosive permits (1.3): \$200.00 per permit.
 - (4) Explosive permits (1.1 and 1.2): \$400.00 per permit.
 - (5) Fireworks display: \$100.00.
 - (6) Temporary membrane structures/tents:
 - (A) 200 - 400 sq. ft.: \$50.00 per tent.
 - (B) Greater than 401 sq. ft.: \$50.00 per tent, plus \$0.10 per sq. ft.
 - (7) Cutting/welding shops: \$80.00.
 - (8) Dry cleaning facilities: \$100.00.
 - (9) Hazardous materials: \$150.00 based on quantity.
 - (10) Lumberyard/woodworking: \$80.00.
 - (11) Repair garages/service stations: \$80.00.

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- (12) Spraying/dipping: \$100.00.
- (13) Other fire permits as required by the fire code: \$80.00.
- (14) Mass gathering, greater than 1,000 people: \$200.00, additional fees for personnel/ equipment.
- (d) *Annual inspections.*
- (1) Day care annual:
- (A) Less than 25 children: \$50.00.
- (B) Greater than 26 children: \$100.00.
- (2) Registered family home: \$100.00.
- (3) Health care assisted living: \$120.00, plus \$1.00 per bed.
- (4) Hospital/licensed clinic: \$160.00, plus \$100 per bed.
- (5) Home foster care: \$40.00.
- (6) Mobile food establishment: \$80.00.
- (e) *Reinspections.*
- (1) First reinspection: \$0.00.
- (2) Second reinspection: \$100.00.
- (3) Subsequent reinspections: \$150.00.**
- **Inspections that require a fee before scheduling are limited to one failure before assessment of reinspection fees. Upon failure of fourth inspection, the submitting party must resubmit and pay all applicable fees associated with the project or inspection.
- (2003 Code, app. A, art. 3.000(e); Ordinance 18-071-00, sec. 4, adopted 10/4/18)

Sec. A3.006. Other fees.

- (a) Easement (new and abandonment): ~~\$200.00~~100.00 per easement or easement vacate~~plus recordation fees.~~
- (b) License agreements: \$250.00.
- ~~(c) Liquor permit: 50% of TABC fee.~~
- ~~(cd)~~ Soliciting permit: Per peddler/vendor ordinance.
- ~~(de)~~ Wrecker permit: Per towing and wrecker ordinance.
- ~~(ef)~~ Returned payment fee, including checks, credit or debit cards, or other electronic payments: \$30.00.
- ~~(g) Copies: \$0.10 per page.~~
- ~~(h) Cassette tape: \$6.00.~~
- (fi) Technology fees:
- (1) Land use and subdivision application technology fee for applications that cost more than \$250.00: ~~\$40.00~~25.00.
- (2) Land use and subdivision application technology fee for applications that cost \$250.00 and less: ~~\$20.00~~10.00.

(3) Building permit ~~technology fee for applications that cost more than \$250.00: \$40.00.;~~

(4) Building permit ~~technology fee for applications that cost \$250.00 and less: \$20.00.~~

(A) ~~Application technology fee: \$10.00.~~

(B) ~~Electrical technology fee: \$5.00.~~

(C) ~~Mechanical technology fee: \$5.00.~~

(D) ~~Plumbing technology fee: \$5.00.~~

(gj) ~~Roadway impact fee (RIF) offset application fee~~Offset Application Fee: \$1,000.00.

(h) ~~Floodplain development fee:~~

~~(1) In-house review: \$100.00 per single-family lot associated with a building permit or \$500.00 for all other properties or developments.~~

~~(2) Outside consultant/third party review: \$500.00 filing fee plus review fees from the outside consultant.~~

(i) ~~Engineering models (water model, wastewater model, or similar models): \$1,500.00.~~

(Ordinance 21-097-00, sec. 7, adopted 11/4/21; Ordinance 22-097-00 adopted 10/20/2022; Ord. No. 24-054-00, § 3, 6-20-2024)

~~Sec. A3.007. Maps.~~

~~(a) City limits/1 mile ETJ/zoning:~~

~~(1) Large, color (18 x 24, 24 x 36): \$20.00.~~

~~(2) Small, color (11 x 17): \$10.00.~~

~~(b) Water distribution system: \$10.00.~~

~~(c) Wastewater collection system: \$10.00.~~

~~(d) Floodplain/address book: \$25.00.~~

~~(e) Roadway map (11 x 17): \$10.00.~~

~~(2003 Code, app. A, art. 3.000(g))~~

Sec. A3.008. Transit oriented development.

(a) Concept plan: \$0.00.

(b) Submittal of PUD or preliminary plan; review comments and processing: \$600.00.

(c) The fees listed in section A3.002 land use and section A3.003 subdivisions of this appendix shall apply to all other applications.

(d) Professional recovery fee: If an outside consultant for the city is required for an applicant's project within the TOD, the applicant is required to pay the estimated fee for such service prior to such service being conducted and shall pay or receive a refund for the difference between the estimated fee and the actual fee within thirty (30) days of the city's receipt of an invoice from the outside consultant for the services rendered. The city may ask that additional fees be deposited when the original fee is exhausted or is projected to be exhausted. In such event, the city shall prepare an estimate of the additional fees for the outside consultant and send the applicant written notice of the additional fees that must be deposited, accompanied by the

estimate. The applicant shall pay the estimated additional fee deposit within fifteen (15) days of date of the notice.

(Ordinance 14-072-00, sec. 3, adopted 11/20/14; Ordinance 17-014-00, sec. 2, adopted 2/16/17)

Sec. A3.009. Site development permit review.

- (a) Professional recovery fee: \$250.00 per application. Professional recovery fee is in addition to the listed fees. If an outside consultant for the city is required as a result of the application, the applicant is required to pay the estimated fee for such service prior to such service being conducted.
- (b) Review fee: ~~\$2,000.00~~ \$1,000.00 plus \$0.05 per square foot of impervious cover.
- ~~(c) Courtesy site inspection: \$500.00.~~
- ~~(de)~~ Inspection fee: \$500.00 plus \$500.00 per phase starting with the second phase.
- ~~(ed)~~ Re-inspection fee: \$400.00 after the second site inspection.
- ~~(fe)~~ Phasing review fee: \$250.00 per phase, starting with the second phase.
- ~~(gf)~~ Significant tree (over 18 inches in diameter) removal request to planning and zoning commission: \$250.00 for first tree plus \$100.00 for each additional tree.
- ~~(hg)~~ Conditional certificate of completion: 30 percent of review fee.
- ~~(ih)~~ Appeal of administrative or planning and zoning commission decisions: \$400.00.
- ~~(ji)~~ Resubmittal fees: \$1,000.00 after the second review under the standard procedure; \$500.00 after the third review under the alternative procedure.
- ~~(kj)~~ Minor site development fee: ~~\$500.00~~ \$250.00.
- ~~(k) Floodplain development fee:~~
 - ~~(1) In-house review: \$500.00.~~
 - ~~(2) Outside consultant/third party review: \$500.00 filing fee plus review fees from the outside consultant.~~
- (l) Request for application expiration extension: \$300.00.
- (m) *Early grading phase construction plan fees.*
 - (1) Early grading phase review fee: \$1,000.00 plus \$500.00 per acre.
 - (2) Early grading phase inspection fee: \$500.00.

(Ordinance 20-082-00, sec. 6, adopted 11/19/20; Ord. No. 23-051-00, § 4, 8-17-2023; Ord. No. 24-113-00, § 2, 12-5-2024)

ARTICLE A4.000. BUSINESS RELATED FEES

Sec. A4.001. Alarm system fees.

- (a) *False alarm service fees.*
 - (1) The holder of an alarm permit shall pay a service fee of seventy-five dollars (\$75.00) if the permitted alarm site has had in excess of five but fewer than eight false alarms within the preceding 12-month

period or one hundred dollars (\$100.00) if the site has had in excess of seven (7) false alarms within the preceding 12-month period.

- (2) For any alarm notification for which a service fee is assessed, the chief of police has the authority to investigate the circumstances of the alarm, and may waive the payment of the fee. Police responses to alarm calls for service in excess of thirty (30) minutes response time shall not result in a false alarm incident for the purposes of assessing service fees.

(b) *Permit fees.*

(1) *Permit application.*

(A) An application for a permit shall be made by a person who owns, leases, resides at, or manages the alarm site.

(B) The application and the required fee of thirty dollars (\$30.00) shall be submitted to the police department on a form provided by the department. Any false statement made by an applicant shall be investigated as a violation of V.T.C.A., Penal Code § 37.10, "Tampering with Governmental Record," a third degree felony.

(C) An alarm permit is issued to an individual or corporate entity and is nontransferable and nonrefundable.

(D) The date of issuance will be the date the application is processed.

(E) A permit shall issue for a one-year period.

- (2) *Permit renewal and term; late fee.* An application to renew a permit must be submitted one month prior to the end of the term of the permit. The application must include the completed application for renewal and appropriate fees as described in the original application process in subsection (a)(2) above except that the renewal fee shall be thirty dollars (\$30.00) per year after the year of the initial application. A late fee of five dollars (\$5.00) will be assessed for untimely renewal applications. Permit holders not applying for renewal will be provided thirty (30) days' notice of nonrenewal of such permit prior to termination of the permit. The term of the renewal is one year.

(Ordinance 14-034-00, sec. 3, adopted 6/5/14)

Sec. A4.002. Coin-operated machine tax.

Every owner who exhibits, displays or who permits to be exhibited or displayed in this city any coin-operated gaming machines shall pay for and there is hereby levied on each such coin-operated gaming machine an annual occupation tax of fifteen dollars (\$15.00). The fee for issuing a replacement occupational tax receipt for one lost, destroyed or mutilated is two dollars (\$2.00).

(2003 Code, app. A, sec. 4.100)

Sec. A4.003. Peddler, solicitor or food vendor permit.

Before any permit may be issued under the provisions of article 4.05 of the Code of Ordinances, the applicant for a peddler permit for door-to-door peddling or solicitation, a mobile food establishment, a temporary food establishment or a seasonal food establishment shall pay a registration fee. This registration fee is a fixed permit fee in the amount of \$50.00 per 90 calendar days, which shall be collected from any peddler, solicitor, or vendor at the time of application. Such fee shall be nonrefundable, irrespective of whether a permit is issued. In no event shall there be any refund or proration of any fee paid under this section.

(2003 Code, app. A, sec. 4.300; Ord. No. 24-073-00, § 2, 9-5-2024)

Sec. A4.004. Special event permit.

An applicant for, or the holder of, a special event permit shall pay a fee of \$250.00 for the 1st day or portion of a day for a special event and \$100.00 a day for each additional day, which fee shall be a rental for the use of public property. Application fee shall be \$35.00 per application and \$35.00 for each review of application and plans after the 2nd review.

(Ordinance 17-035-00, sec. 8, adopted 5/4/17)

Sec. A4.005. Sexually oriented business license.

The annual fee for a sexually oriented business license is \$1,000.00.

(2003 Code, app. A, sec. 4.600)

Sec. A4.006. Massage establishment license.

The annual license fee shall be \$100.00 for each such establishment. If the license is obtained between January first and June thirtieth of any year, the full amount of such fee shall be paid. If such license is obtained between July first and December thirty-first of any year, the fee shall be one-half of such amount. No refund of license fees shall be made.

(2003 Code, app. A, sec. 4.700)

Sec. A4.007. Film projects using city property.

Fees for use of city property: The fees for use of city property in connection with a city-authorized film project (as a city-authorized film project is described in article 4.09 of the Code of Ordinances) are as follows, unless modified or waived for any such project by a majority vote of city council:

Activity		Fee (per Calendar Day)
(1)	Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area	\$500.00
(2)	Partial non-disruptive use of a public building, park, right-of-way, or public area	\$250.00
(3)	Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes)	\$50.00 per block
(4)	Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking (for filming purposes)	\$25.00 per block
(5)	Use of city parking lots, parking areas, and city streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles)	\$50.00 per block or lot

(2003 Code, app. A, sec. 1.700)

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(Supp. No. 3, Update 2)

Sec. A4.008. Wrecker towing fees.

The following maximum allowable fees may be charged for wrecker operations originating within the city's corporate limits or any roadway subject to the city's jurisdiction. No other charges will be allowed:

- (1) Incident management tows (hourly rate to be charged at 30 minute increments, i.e., \$100.00 an hour rate will be \$50.00 per 30 minutes, unless stated otherwise):
 - (A) Light duty tows: \$250.00, plus \$100.00 an hour on scene.
 - (B) Medium duty tows: \$550.00, plus \$200.00 an hour on scene.
 - (C) Heavy duty tows: \$1,100.00, plus \$350.00 an hour on scene.
 - (D) Heavy duty tows (rotator equipped): \$1,100.00, plus \$450.00 an hour on scene.
- (2) Fees set by the state law or federal law are allowed as follows:
 - (A) Storage: Fee set and regulated by state law and therefore not regulated further by ordinance. Refer to state law for applicable fees as amended.
 - (B) Notification and impound fee(s): Fee set and regulated by state law and therefore not regulated further by ordinance. Refer to state law for applicable fees as amended.
 - (C) Applicable city, state and federal taxes: Regulated by applicable law and therefore not regulated further by ordinance. Refer to city, state and federal law for applicable fees as amended.
 - (D) Any applicable credit card surcharges: The surcharge may not exceed the percentage set by a credit card issuer to use the card.
- (3) Additional fees allowed:
 - (A) Winching: Allowed as an additional charge to the above incident management rates only when a vehicle is completely rolled onto its side or on to the roof and must be rolled back onto its wheels before towing can be accomplished. Or, is an otherwise complicated and difficult recovery, which needs to be justified and approved by a T.E.A.M. (traffic unit) officer or if they are unavailable then the senior ranking officer on the scene and the name of the officer must be included on the invoice. (Hourly rate to be charged in 30 minute increments.)
 - (i) Light duty: An additional \$25.00 per hour on scene.
 - (ii) Medium duty: An additional \$50.00 per hour on scene.
 - (iii) Heavy duty: An additional \$100.00 per hour on scene.
 - (B) Recovery air bags of any kind, includes catch-bags (rolled over tractor/trailer recovery): \$1,000.00 per bag (capped at \$4,000.00 total).
 - (C) Rental equipment or contracted services: Cost of the rented equipment or the cost of the contracted service: Cost, plus an additional 35%.
 - (D) Oftentimes in recoveries there are large amounts of spilled and damaged cargo that must be recovered and then disposed of properly. Tow companies are authorized to recover the cost of the disposal only of said cargo at a proper facility, plus 35%. This shall not include the debris or cargo from a light duty vehicle.
 - (E) Extra staff needed at the scene: \$75.00 per hour, per person necessary and used on scene.
 - (i) Equipment operator: \$150.00 (per piece of equipment, per hour).
 - (ii) Heavy duty (only) recovery supervisor: \$100.00 per hour on scene.

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- (F) Haul truck and trailer (heavy duty - landoll type): \$1,000.00 flat fee (cannot be the tow truck).
 - (i) If just a haul truck (no trailer brought to the scene, but truck is used to haul a damaged trailer from the scene): \$500.00 flat fee (cannot be the tow truck).
 - (G) Light duty truck and trailer: \$300.00 flat fee (not a tow truck) required for hauling away of spilled cargo or debris.
 - (i) If just a light duty truck (pickup type): \$150.00 flat fee (not a tow truck).
 - (H) Additional tow truck(s) required at the scene and also used at a scene, but does not tow any vehicles from the scene (can also charge other applicable fees (such as winching) for this additional tow truck at the scene, if used:
 - (i) Light duty tows: \$200.00, plus \$100.00 an hour on scene.
 - (ii) Medium duty tows: \$440.00, plus \$200.00 an hour on scene.
 - (iii) Heavy duty tows: \$880.00, plus \$350.00 an hour on scene (includes rotators).
 - (I) HAZMAT: Any incident management scene where a confirmed HAZMAT (hazardous material) response is initiated and confirmed by law enforcement or the fire department because of a chemical spill where a vehicle or employee is exposed to any waste material, substance, or other item listed as a "hazardous material," "specific chemical waste" or "chemical" in 49 C.F.R section 172.101 and in excess of vehicle's operating system: \$750.00 one-time flat fee (in addition to other applicable charges). This is not meant to regulate the clean-up cost of said HAZMAT, this fee is for the wrecker company handling the contaminated vehicle due to special procedures they must follow once arriving at their facility in handling an exposed vehicle. Charges for the actual clean-up of the hazardous material is covered by other subsections of this section.
 - (J) Tows performed by any wrecker for the purpose of evidentiary or examination for the Leander police department will comply with the Code of Criminal Procedure, article 18.23, as amended. In such cases, the police department will be responsible for the fee(s) associated with the towing of the vehicle(s) from the scene to the designated location and any storage fees related to that vehicle. The wrecker company is authorized to recover the fees in compliance with this section for the response, recovery and any clean-up that is necessary at the scene prior to the towing and storage taking place. Should the police department pay this fee to the wrecker company then the department is authorized to recover these fees minus any fee for the towing from the scene or storage of said vehicle(s) prior to the release of the vehicle in compliance with this law.
 - (K) Should fuel prices rise to an unsustainable level wrecker companies can submit written documentation and justification for a temporary increase of up to 10% of the allowable fee(s). This is at the sole discretion of the chief of police or their designee. The additional amount allowed to be charged and the duration it will be allowed will be at the sole discretion of the chief of police or their designee.
 - (L) No additional charges will be authorized. If there is a dispute regarding the appropriate fee(s) allowed or a special circumstance(s) warranting special consideration for recovering operating costs then the chief of police or their designee shall make the final determination of the correct charges for the services provided prior to invoicing. Justification may be required.
- (4) Private property tows:
- (A) Private property tows: The maximum amount that may be charged for private property tows is as follows:
 - (i) Light duty tows: \$140.00.

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- (ii) Medium duty tows: \$310.00.
 - (iii) Heavy duty tows: \$410.00 per unit or a maximum of \$820.00.
 - (B) Drop fees: If the owner, authorized operator, or authorized agent of the owner of a motor vehicle that is parked without the authorization of the property owner attempts to retrieve the motor vehicle before its removal from the property or parked location, the maximum amount that may be charged for a drop charge/drop fee (if the motor vehicle is hooked up) is:
 - (i) Light duty drops: \$75.00.
 - (ii) Medium duty drops: \$150.00.
 - (iii) Heavy duty drops: \$200.00.
 - (C) If an owner, authorized operator, or authorized agent of the owner of a motor vehicle is present before the removal from the property or parked location the towing operator shall advise the owner, authorized operator, or authorized agent of the owner of a motor vehicle that he or she may offer payment of the towing drop charge.
 - (D) Fees set by the state law or federal law are allowed as follows:
 - (i) Storage: Fee set and regulated by state law and therefore not regulated further by ordinance. Refer to state law for applicable fees, as amended.
 - (ii) Notification and impound fee(s): Fee set and regulated by state law and therefore not regulated further by ordinance. Refer to state law for applicable fees, as amended.
 - (iii) Applicable city, state and federal taxes: Regulated by applicable law and therefore not regulated further by ordinance. Refer to city, state and federal law for applicable fees, as amended.
 - (iv) Any applicable credit card surcharges: The surcharge may not exceed the percentage set by a credit card issuer to use the card and the rate must be stated on the invoice.
 - (E) No additional charges will be authorized.
 - (F) For purposes of this section, a tow company must accept cash, credit cards and debit cards as payment for the drop charge.
- (5) Inspection fees: An inspection fee of \$50.00 per light duty truck, \$75.00 per medium duty truck and \$100.00 per heavy duty truck shall be paid at time of inspection. Should any truck fail its annual inspection, a reinspection fee of \$25.00 for light duty, \$37.50 medium duty and \$50.00 for heavy duty shall be charged for each reinspection. Additional trucks added to the permit holder's fleet during the year will pay an inspection fee as stated and the inspection expires as stated in article 4.10. These fees also apply to any wrecker contracted by a permit holder.
- (6) \$2,000.00 per tow fee study requested by a towing company pursuant to V.T.C.A., Occupations Code § 2308.203. This fee is intended to defray the cost of the study.

(Ordinance 17-062-00 adopted 9/21/17; Ord. No. 23-016-00, § 3(Exh. A), 3-2-2023)

Sec. A4.009. Taxicab permit.

At the time of issuance of a permit under article 4.11 of the Code of Ordinances, the permittee shall pay to the city secretary the sum of one hundred dollars (\$100.00) for each taxicab to be operated in the city for a twelve-month period ending December thirty-first; provided that, if such permit is granted for less than the full year, the permittee shall pay to the city an amount prorated according to the number of months for which the permit is

issued. Provided, however, that the one hundred dollar permit fee is not intended to exceed two (2) percent of the gross receipts per annum, as allowed by V.T.C.A., Transportation Code § 502.003, and that in the event that two (2) percent of the gross receipts does not exceed one hundred dollars (\$100.00), the permittee may at the end of the year file a written request for a refund setting out the facts on gross receipts, and the city secretary shall after examination and approval of such request refund any amount due so that the permit fee shall not exceed two (2) percent of gross receipts per annum.

(2003 Code, app. A, sec. 4.400)

Sec. A4.010. Food service establishments.

The following fee schedule applies to permits issued under article 6.04 of the Code of Ordinances:

- (1) Food establishments:

Number of Employees	Fee
1 - 15	\$150.00
16 - 30	\$250.00
31+	\$300.00

½ of the application fee due after June 30.

- (2) Additional inspection fees: \$75.00 each additional inspection increased by \$25.00 and is cumulative.

- (3) Day cares:

Licensed No. of Children	Fee
13 - 40	\$150.00
41 - 100	\$250.00
101+	\$300.00

- (4) Mobile food units:

(A) 1st unit: \$100.00.

(B) Additional: \$75.00.

- (5) Sanitation inspection: Includes day cares with fewer than 13 children, day cares with more than 12 children but no food preparation, foster/adoptive homes: \$60.00.

- (6) Food handler classes:

(A) 1-year card (all new employees and Train the Trainer): \$10.00.

(B) 2-year card: \$15.00.

- (7) Remote class, new establishments: \$50.00 plus card fee per person (between 9 a.m. and 4 p.m. Monday through Friday, minimum 50 students).

- (8) Train the Trainer classes: \$25.00.

- (9) Train the Trainer video: \$25.00.

- (10) Seasonal permits: Valid for 6 months: \$60.00.

- (11) Change of name/ownership: \$25.00.

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(Supp. No. 3, Update 2)

(12) Establishment plan review:

(A) \$125.00 - includes actual plan review and 2 preopening inspections.

(B) \$60.00 - each additional preopening inspection.

(13) Permit reinstatement fee after suspension: \$100.00.

(2003 Code, app. A, sec. 4.200)

Sec. A4.011. Report by garagekeeper for vehicle abandoned at storage facility.

A fee of five dollars (\$5.00) shall accompany the report of the garagekeeper and such fee shall be retained by the police department receiving the report and used to defray the cost of notification or other costs incurred in the disposition of such vehicles, and such fee shall be deposited in the general fund of the city. Abandoned vehicles left in storage facilities which are not reclaimed after notice is given in accordance with article 8.05 of the Code of Ordinances shall be taken into custody by the police department and sold at auction, as in the case of other abandoned motor vehicles. The proceeds of the sale shall first be applied to the garagekeeper's charges for servicing, storage and repair; provided, however, that the police department shall retain an amount of two percent (2%) of the gross proceeds of the sale for each vehicle auctioned, but in no event shall it retain less than ten dollars (\$10.00), to be used to defray expenses of custody and auction.

(2003 Code, app. A, sec. 4.800)

Sec. A4.012. Fees and rental rates to the city for the use of public rights-of-way by wireless network providers.

(a) As compensation for the network provider's use and occupancy of the city public rights-of-way, the network provider shall pay application fees and annual public right-of-way rental rates as set forth below, which shall be in lieu of any lawful tax, license, charge, right-of-way permit, use, construction, street cut or inspection fee; or other right-of-way related charge or fee, whether charged to the network provider or its contractor(s) within the city, except the usual general ad valorem taxes, special assessments and sales tax levied in accordance with state law and equally applicable to all general businesses in the city.

(b) *Network nodes.*

(1) *Application fee.* The application fee shall be \$100.00 for each network node for up to but not more than 30 network nodes.

(2) *Annual public right-of-way rate fee.* The annual public right-of-way rate shall be \$250.00 per network node installed in the city public rights-of-way.

(3) *Public right-of-way rate adjustment.* As provided in V.T.C.A., Local Government Code § 284.054, the city may adjust the amount of the annual public right-of-way rate not more than annually by an amount equal to one-half the annual change, if any, in the consumer price index (CPI). The city shall provide written notice to each network provider of the new rate; and the rate shall apply to the first payment due to the city on or after the 60th day following the written notice.

(c) *Node support poles.* The application fee for each network support pole shall be \$100.00.

(d) *Transport facilities.*

(1) The application fee for each transport facility shall be \$100.00.

(2) The annual transport facility rental rate shall be \$28.00 monthly for each network node site located in a public right-of-way. However, no rate is required if the network provider is already paying the city an

amount equal to or greater than the amount of other city right-of-way fees for access lines under V.T.C.A., Local Government Code ch. 283 or cable franchise fees under V.T.C.A., Utility Code ch. 66.

- (e) *Micro network nodes.* No application fee is required for a micro network node if the installation is attached on lines between poles or node support poles.
- (f) *Collocation of network nodes on service poles.* Subject to the city's pole service agreement, the collocation of network nodes on city service poles shall be at a rate of \$20.00 per year per service pole.
- (g) *City-owned municipal utility poles.* A network provider shall pay an annual pole attachment rate for the collocation of a network node supported by or installed on a city-owned utility pole based upon the pole attachment rate consistent with V.T.C.A., Utilities Code § 54.024, applied on a per-foot basis.
- (h) The city shall not seek or accept in-kind services in lieu of or as additional payment or consideration from any user of the public rights-of-way for use of the public rights-of-way.

(Ordinance 17-067-00, sec. 7, adopted 10/2/17)

Note(s)—Maximum fees allowed by state statute.

Sec. A4.013. Temporary services franchise application fee.

- (a) The fee for a temporary services franchise application shall be \$35.00.
- (b) A franchise fee will be collected as set for in the company's franchise.

Sec. A4.014. Temporary services permit fee.

- (a) The fee for a temporary services permit application shall be \$35.00.
- (b) The fee for a temporary services permit shall be \$35.00 for a 30-day permit.
- (c) The fee for a temporary services permit shall be \$50.00 for a 90-day permit.

(Ordinance 21-104-00 adopted 11/18/21)

ARTICLE A5.000. FIRE DEPARTMENT FEES

Sec. A5.001. Fire department fees.

- (a) Fire operation services fee schedule:
 - (1) Class A engine (2612, 2611, 2613): \$450.00 per hour.
 - (2) Brush truck (2671, 2672, 2674): \$325.00 per hour.
 - (3) Tanker (2661): \$350.00 per hour.
 - (4) Command truck (2601): \$150.00 per hour.
 - (5) Chief's vehicle (2600): \$150.00 per hour.
 - (6) Rescue tools (spreader, cutter, rams): \$300.00 per hour.
 - (7) Air bags: \$200.00 per hour.
 - (8) Saws (chain, K12): \$55.00 per hour.

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- (9) Generator: \$55.00 per hour.
 - (10) Scene lights: \$32.00 per hour.
 - (11) Thermal imager: \$75.00 per hour.
 - (12) Gas-powered fan: \$55.00 per hour.
 - (13) Fire extinguisher: \$45.00 each.
 - (14) Absorbent: \$17.00 per bag.
 - (15) Class A foam: \$17.00 per gallon.
 - (16) AFFF foam: \$22.00 per gallon.
 - (17) Unauthorized control burn fee: \$150.00.
 - (18) Small tools (axes, pike poles, pry bars, shovels): \$12.00 per hour.
- (b) The fire operation services fee schedule is not all-inclusive of the services provided by the fire department. If an item is not listed in subsection (a) above, the item will be charged at the actual cost to the fire department, or in the case of services billed to the fire department by other organizations responding to an incident to provide fire operation services, the actual cost billed by such organizations to the fire department.
- (2003 Code, app. A, art. 7.000; Ordinance 16-086-00 adopted 11/17/16)

ARTICLE A6.000. MUNICIPAL COURT FEES

Sec. A6.001. Building security fee.

A \$3.00 security fee is hereby established and imposed as a court cost to be paid by every person convicted of a misdemeanor in the municipal court. The security fee shall be charged for each separate case, matter or charge upon which any person is convicted in the municipal court.

(2003 Code, app. A, sec. 5.100)

Sec. A6.002. Technology fee.

A technology fee of \$4.00 is hereby established and imposed as a court cost to be paid by every person convicted of a misdemeanor in the municipal court. The technology fee shall be charged for each separate case, matter or charge upon which any person is convicted in the municipal court.

(2003 Code, app. A, sec. 5.200)

Sec. A6.003. Miscellaneous fees.

- (a) *Arrest fee.* The municipal court clerk shall collect a \$5.00 arrest fee with each conviction.
- (b) *Returned check fee.* A service charge of \$30.00 shall be assessed against any person who pays the city with a check, draft or money order which is returned unpaid for lack of sufficient funds or closed or nonexistent account.

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- (c) *Jury fee.* The municipal court clerk shall collect a \$3.00 fee from each defendant requesting a jury and being convicted thereby or requesting a postponement or accepting a conviction less than 24 hours before the time of trial.
- (d) *Rules of the Road fee.* The municipal court clerk shall collect an additional \$3.00 fee as court costs for each defendant convicted of violating the "Rules of the Road."
- (e) *Dismissal upon proof of driver's license.* On the finding of the municipal court judge, having been presented credible evidence, that a defendant remedied the expired driver's license within ~~10~~20 working days, and within the discretion of the judge the court grants the request to dismiss, the municipal court clerk shall collect a \$10.00 administrative fee from the defendant at the time of dismissal.
- (f) *Administrative fees when charges are dismissed.* The municipal court clerk shall collect the administrative fees that are authorized and established under state law for the dismissal of charges.
- (g) *Child safety fund fees.* Each defendant convicted of violating the following provisions shall pay an additional fee taxable as court costs. The city treasurer shall deposit the additional fee into the child safety fund.
- (1) School crossing fee: \$25.00.
- (2) Failure to attend school fee: \$20.00.
- (h) *Copying charges for public records.*
- (1) Information which is readily available: \$0.25 per page.
- (2) Information which is not readily available: \$0.15 per page plus actual labor cost incurred by the city in providing the requested information.
- (i) *Warrant of arrest fees.* The municipal court clerk shall collect a warrant fee of \$50.00 from any defendant upon whom a peace officer executed a warrant issued by the municipal court at the time of conviction. For arrests made by a state trooper, the municipal court clerk shall report \$10.00 as payable to the comptroller. Law enforcement agencies other than state troopers and city police officers executing a warrant must submit a request for payment within 5 days of the conviction in order to be paid the warrant fee. If demand is not made within 15 days or a city police officer executed the warrant, the municipal court clerk shall report the warrant fees collected as payable to the city police department. The city shall refund the fees in cases where the defendant pleads and demonstrates within thirty (30) days of payment of such fee that the court failed to give the person proper notice.
- (j) *Failure to appear fee.*
- (1) *Special expense.* The municipal court clerk shall collect a special expense of \$25.00 for the issuance and service of a warrant of arrest from each defendant served with a warrant for failure to appear or violation of a promise to appear. The municipal court clerk shall report each special expense collected to the city treasurer for deposit into the general funds of the city.
- (2) *Additional administrative fee.* At all times that the city has a contract with the state department of public safety to deny renewal of licenses for individuals failing to appear at court as directed, the municipal court clerk shall collect an additional \$~~3~~10.00 administrative fee.

(2003 Code, app. A, sec. 5.300)

Sec. A6.004. Defensive driving program fee.

The city hereby establishes a fee of \$10.00 for administering the defensive driving program.

(2003 Code, app. A, sec. 5.400)

Sec. A6.005. Juvenile case manager fee.

A juvenile case manager fee of \$5.00 is hereby established and imposed as a court cost to be paid by every person convicted of a fine-only misdemeanor offense in the municipal court. The juvenile case manager fee shall be charged for each separate case, matter or charge upon which any person is convicted in the municipal court. The municipal court judge is hereby authorized to waive the juvenile case manager fee in a case of financial hardship.

(2003 Code, app. A, sec. 5.500)

Sec. A6.006. Conflicts with state law.

In the event of a conflict between a fee established by this article and state law, state law shall control.

(2003 Code, app. A, sec. 5.600)

ARTICLE A7.000. UTILITY RATES AND CHARGES

Sec. A7.001. Water deposit.

The following water deposit fees shall be paid for each meter prior to connection to the system, which deposit is refundable at the termination of service:

- (1) Single-family residential and duplex is \$100.00 per LUE.
- (2) Non-single-family and non-duplex residential meters shall be calculated based upon a rate of \$50.00 per LUE, but not be less than \$100.00.
- (3) Municipal, public schools, and other governmental: No charge.
- (4) Temporary fire hydrant installation: Actual replacement cost of meter plus an amount not to exceed \$100.00.
- (5) Landlord deposits for rented or leased property shall be allowed as a separate deposit apart and distinct from the tenant or occupant's required deposit. The landlord deposit shall remain in effect until the landlord provides written notice to the city to close the account and refund the deposit or any balance thereof. If a vacancy occurs on the property, then the account shall automatically revert to the landlord who shall be financially and otherwise responsible for any and all applicable charges until such time as the account is closed or a new tenant or occupant establishes an active account.

Sec. A7.002. Water rates and charges.

- (a) *Water rates.* The fees, charges and rates for water service from the city shall be as provided in this section. The city manager is authorized to establish billing policies to provide for prorating the monthly customer base charges.
 - (1) *Commercial rates.* Commercial rates shall consist of a monthly customer charge plus a consumption charge.
 - (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

The monthly customer charge for water customers requiring a meter size larger than 10 inches shall be calculated as \$43.11 per LUE.

- (B) Water consumption charge; summer conservation rate. All commercial water customers of the city shall pay a consumption charge of \$5.65 for each one thousand (1,000) gallons, or part thereof, of metered water usage; except that the city council may hereafter amend this section from time to time by resolution or order to establish summer conservation rates for the period from June 1st through September 30th of each year.

- (2) *School rates.* School water rates shall consist of a monthly customer charge plus a consumption charge.

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

The monthly customer charge for water customers requiring a meter size larger than 10 inches shall be calculated as \$43.11 per LUE.

- (B) Water consumption charge; summer conservation rate. All school water customers of the city shall pay a consumption charge of \$5.65 for each one thousand (1,000) gallons, or part thereof, of metered water usage; except that the city council may hereafter amend this section from time to time by resolution or order to establish summer conservation rates for the period from June 1st through September 30th of each year.

- (3) *Municipal rates.* Municipal water rates shall consist of a monthly customer charge plus a consumption charge.

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

The monthly customer charge for water customers requiring a meter size larger than 10 inches shall be calculated as \$43.11 per LUE.

- (B) Water consumption charge; summer conservation rates. All municipal customers of the city shall pay a consumption charge of \$5.65 for each one thousand (1,000) gallons, or part thereof, of metered water usage; except that the city council may hereafter amend this section from time to time by resolution or order to establish summer conservation rates for the period from June 1 through September 30 of each year.
- (4) *Single-family residential and duplex rates.* Single-family residence and duplex water rates shall consist of a monthly customer charge plus a consumption charge.
- (A) Single-family and duplex customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$37.35
3/4 inch	1.0	\$37.35
1 inch	2.5	\$93.38
1-1/2 inch	5.0	\$186.75
2 inch	8.0	\$298.80
3 inch	16.0	\$597.60
4 inch	25.0	\$933.75
6 inch	50.0	\$1,867.50
8 inch	80.0	\$2,988.00
10 inch	115.0	\$4,295.25

The monthly customer charge for water customers requiring a meter size larger than 10 inches shall be calculated as \$37.35 per LUE.

- (B) Water consumption charge; summer conservation rates. All single-family residence and duplex water customers of the city shall pay a consumption charge for each one thousand (1,000) gallons, or part thereof, of metered water usage as follows:
- (i) Tier 1 - \$4.55 per 1,000 gallons for usage between 0 and 15,000 gallons.

- (ii) Tier 2 - \$5.80 per 1,000 gallons for usage between 15,001 and 25,000 gallons.
 - (iii) Tier 3 - \$7.00 per 1,000 gallons for usage between 25,001 gallons and above.
 - (iv) The city council may hereafter amend this section from time to time by resolution or order to establish summer conservation rates for the period from June 1 through September 30 of each year.
- (5) *Multifamily and apartment rates.* Multifamily (other than duplex) and apartment water rates shall consist of a monthly customer charge plus a consumption charge.
- (A) Customer charge for multifamily and apartments. The monthly customer charge for multifamily and apartments shall be by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80
10 inch	115.0	\$4,957.65

The monthly customer charge for water customers requiring a meter size larger than 10 inches shall be calculated as \$43.11 per LUE.

- (B) Water consumption charge; summer conservation rate. All apartment water customers of the city shall pay a consumption charge of \$5.65 for each one thousand (1,000) gallons, or part thereof, of metered water usage; except that the city council may hereafter amend this section from time to time by resolution or order to establish summer conservation rates for the period from June 1 through September 30 of each year.
- (6) *Golf course rates.* Golf course water rates shall consist of a monthly customer charge plus a consumption charge.
- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$43.11
3/4 inch	1.0	\$43.11
1 inch	2.5	\$107.78
1-1/2 inch	5.0	\$215.55
2 inch	8.0	\$344.88
3 inch	16.0	\$689.76
4 inch	25.0	\$1,077.75
6 inch	50.0	\$2,155.50
8 inch	80.0	\$3,448.80

10 inch	115.0	\$4,957.65
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The monthly customer charge for water customers requiring a meter size larger than 10 inches shall be calculated as \$43.11 per LUE.

- (B) Water consumption charge; summer conservation rates. The golf course consumption charge shall be \$5.65 for each one thousand (1,000) gallons, or part thereof, of metered water usage; except that the city council may hereafter amend this section from time to time by resolution or order to establish summer conservation rates for the period from June 1st through September 30th of each year.
- (7) *Water reserve charge.* A monthly water reserve charge is hereby established to fund the annual costs, expenses, fees and charges incurred by the city to reserve an adequate future raw water supply for the city and its citizens. The monthly water reserve charge shall be \$4.00 per living unit equivalent (LUE) of water service available for each water connection and such \$4.00 water reserve charge shall be included and listed as a separate line item on each monthly water bill. The number of LUEs for each water tap and connection to the water system shall be determined in the same manner as the number of LUEs of required water service is determined pursuant to the capital recovery/impact fee ordinance of the city.
- (8) *Fire hydrants.*
 - (A) The city manager, or designee, may issue permits authorizing companies and individuals to take water from city fire hydrants. The permits shall set forth the terms and conditions for taking water from city fire hydrants. No company or individual shall take water from a city fire hydrant without first obtaining a permit from the city manager.
 - (B) The water rate for water taken from a city fire hydrant shall consist of a monthly customer charge plus a consumption charge and be the same as that charged for commercial two-inch meters.
- (9) *Standard meter size.* The city's standard meter size is 5/8" meter. A customer may not voluntarily elect to install a 3/4" meter unless the applicable building or plumbing code requires the larger size. Meters greater than 3/4" are allowed to be installed at the customer's request subject to approval by the building department.
- (10) *Compound meters.*
 - (A) The monthly customer water charge based upon meter size will correspond to the larger meter size in a compound meter except as provided in subsection (B).
 - (B) If approved by the building official and the fire marshal, a compound meter may be installed and utilized to meet fire code fire suppression requirements. In such cases, the monthly customer charge will be based upon the meter size necessary to meet building code requirements excluding fire suppression requirements as calculated by a licensed professional engineer's report provided by the applicant and approved by the building official.
 - (C) A monthly maintenance fee of \$79.25 will be applied to any account with a compound meter approved for use for fire suppression in subsection (B).
- (11) *Outside city limit rates.* For customer accounts located outside the city limits, the applicable rate will be ten percent (10%) greater than the comparable inside city limit rate for the same customer class and meter size.
- (12) Rates set by contract or other action by city council.

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- (A) Interlocal agreement for water treatment and transportation services made and entered into by and between the City of Leander, Texas and the City of Liberty Hill, Texas effective August 1, 2013 and as set forth therein in Section 15.
 - (B) Affected customers as defined in the settlement agreement made and entered into to be effective on the 8th day of August 2014 by and between the City of Leander, Chisholm Trail Special Utility District, and the City of Georgetown and as set forth therein in Section 7.c which states in part that as further compensation, Leander agrees that affected customers' payments for water service from Leander, now and in the future, will be no higher than the payments the affected customers would have paid to Georgetown if the transfer to Leander had not occurred. Affected customers means those residential customers in the Leander area, including Rancho Sienna, receiving retail water service from CTSUD on the date of the closing of the transaction contemplated by the consolidation agreement. The closing of the transaction occurred on September 12, 2014.
 - (C) Amended and restated agreement regarding consent to creation of Leander Municipal Utility Districts No. 1, 2, and 3 and development of the Bar W Ranch dated September 17, 2015 and as set forth therein in Section 5.01 that the city agrees to provide water service to customers within the land in the same manner and on the same terms and conditions as the city provides service to similarly situated retail customers inside its corporate limits.
 - (D) Interlocal agreement for wholesale water and wastewater utility services made and entered into by and between the City of Leander, Texas and the City of Jonestown, Texas on October 8, 2015 and as set forth therein in Section 3.17.
 - (E) City of Leander customers residing outside the city limits as of April 4, 2019 shall receive the same rates as inside city limit customers as long as the customer remains an active account at the same address as on April 4, 2019.
 - (F) Interlocal cooperation agreement for water treatment and delivery services made and entered into by and between the City of Leander, Texas and the City of Georgetown, Texas effective April 28, 2020 and as set forth therein in Section 13.
- (b) Water reinstatement service charge: \$40.00 (includes reconnection).
 - (c) New service charge: Inside/outside the corporate city limits: \$20.00.
 - (d) Returned check charge: \$30.00.
 - (e) Late charge: 10% of the total due, but not less than \$10.00.
 - (f) Collection agency fee: 30% of the delinquent utility account referred to a third-party collection agency.
 - (g) Meter tampering fee: \$50.00.
 - (h) Outside city limits surcharge:
 - (1) A monthly surcharge shall be applied to all active out-of-city connections receiving retail water service from the city. The surcharge is enacted to collect rate case expenses in the amount of \$630,635.60 (the "rate case expense amount") authorized by public utilities commission order dated January 31, 2025, in PUC Docket No. 53063; SOAH Document No. 473-22-2236.WS (the "PUC Order").
 - (2) The surcharge shall be calculated by dividing the balance of the rate case expense amount by the number of active out-of-city retail water connections, recovered over a thirty-six month period, provided that the surcharge shall not exceed \$5.00 per month.

- (3) The utility department shall recalculate the surcharge from time to time in a manner consistent with this subsection. The city reserves the right to make adjustments to the surcharge calculation as necessary to ensure compliance with the PUC Order and applicable law.
- (4) The surcharge shall take effect and begin with the first billing cycle in June 2025 and shall continue until the earlier to occur of 36 months following the date of the first billing cycle in June 2025 or until the city has collected \$630,635.60.
- (5) A customer may elect to pay the full amount of the surcharge attributable to their connection.

(Ord. No. 23-076-00, § 2, 11-2-2023; Ord. No. 25-039-00, § 2, 5-1-2025)

Sec. A7.003. Utility reinstatement fee.

Except as may be provided by article 13.03 of the Code of Ordinances, a \$40.00 reinstatement fee shall be applied to any utility account subject to being disconnected. A utility account shall not be reinstated prior to the past-due balance of said account, including the reinstatement fee, being paid in full or an acceptable written payment arrangement being entered into.

Sec. A7.004. Additional fees and rates.

In addition to the fees set forth above, the city shall charge the following fees and rates for the services provided when such services are requested by a water or wastewater customer:

- (1) Meter test fee: \$50.00.
- (2) New service charge: \$20.00.
- (3) Disabled or age 65 or older discount: Persons that are disabled or sixty-five years of age and older shall receive a twenty percent (20%) discount on the monthly customer charge for residential water service provided to a single housing unit occupied by such disabled person or senior citizen. Such discount shall be applicable only to water delivered through a water meter that serves one living unit.

Sec. A7.005. Wastewater service.

The fees, charges and rates for wastewater service from the city shall be as provided in this section. The city manager is authorized to establish billing policies to provide for prorating the monthly customer base charges.

- (1) *Commercial rates.*

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
½ inch	1.0	\$15.94
¾ inch	1.0	\$15.94
1 inch	2.5	\$39.85
1½ inch	5.0	\$79.70
2 inch	8.0	\$127.52
3 inch	16.0	\$255.04
4 inch	25.0	\$398.50
6 inch	50.0	\$797.00
8 inch	80.0	\$1,275.20

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10 inch	115.0	\$1,833.10
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The monthly customer charge for customers requiring a meter size larger than 10 inches shall be calculated as \$15.94 per LUE.

- (B) Consumption charge. Annually during the month of March, the city shall compute the monthly average water usage for each water customer, based upon the consumption billed in the months of December, January and February, with the highest month excluded, hereinafter called the winter quarter averaging.
- (i) For commercial customers served by the city water system, the wastewater consumption charge shall be calculated as \$3.10 for each one thousand gallons, or part thereof, of the winter quarter averaging usage.
 - (ii) For customers not served by the city water system, the wastewater consumption charge shall be calculated as \$3.10 for each one thousand gallons, or part thereof, of the winter quarter averaging usage of similar customers currently on the city water system.
 - (iii) For new accounts without consumption history in December, January and February, the winter quarter average will be 6,000 gallons.

(2) *School rates.*

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$12.96
3/4 inch	1.0	\$12.96
1 inch	2.5	\$32.40
1 1/2 inch	5.0	\$64.80
2 inch	8.0	\$103.68
3 inch	16.0	\$207.36
4 inch	25.0	\$324.00
6 inch	50.0	\$648.00
8 inch	80.0	\$1,036.80
10 inch	115.0	\$1,490.40

The monthly customer charge for customers requiring a meter size larger than 10 inches shall be calculated as \$12.96 per LUE.

- (B) Consumption charge. Annually during the month of March, the city shall compute the monthly average water usage for each water customer, based upon the consumption billed in the months of December, January and February, with the highest month excluded, hereinafter called the winter quarter averaging usage.
- (i) For customers served by the city water system, the wastewater consumption charge shall be calculated as \$2.52 for each one thousand gallons, or part thereof, of the winter quarter averaging usage.
 - (ii) For customers not served by the city water system, the wastewater consumption charge shall be calculated as \$2.52 for each one thousand gallons, or part thereof, of the winter quarter averaging usage of similar customers currently on the city water system.

- (iii) For new accounts without consumption history in December, January and February, the winter quarter average will be 6,000 gallons.

(3) *Municipal rates.*

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
½ inch	1.0	\$15.94
¾ inch	1.0	\$15.94
1 inch	2.5	\$39.85
1½ inch	5.0	\$79.70
2 inch	8.0	\$127.52
3 inch	16.0	\$255.04
4 inch	25.0	\$398.50
6 inch	50.0	\$797.00
8 inch	80.0	\$1,275.20
10 inch	115.0	\$1,833.10

The monthly customer charge for customers requiring a meter size larger than 10 inches shall be calculated as \$15.94 per LUE.

- (B) Consumption charge. Annually during the month of March, the city shall compute the monthly average water usage for each water customer, based upon the consumption billed in the months of December, January and February, with the highest month excluded, hereinafter called the winter quarter averaging usage.
- (i) For customers served by the city water system, the wastewater consumption charge shall be calculated as \$3.10 for each one thousand gallons, or part thereof, of the winter quarter averaging usage.
- (ii) For customers not served by the city water system, the wastewater consumption charge shall be calculated as \$3.10 for each one thousand gallons, or part thereof, of the winter quarter averaging usage of similar customers currently on the city water system.
- (iii) For new accounts without consumption history in December, January and February, the winter quarter average will be 6,000 gallons.

(4) *Single-family residential and duplex rates.*

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
½ inch	1.0	\$14.58
¾ inch	1.0	\$14.58
1 inch	2.5	\$36.45
1½ inch	5.0	\$72.90
2 inch	8.0	\$116.64
3 inch	16.0	\$233.28
4 inch	25.0	\$364.50
6 inch	50.0	\$729.00

8 inch	80.0	\$1,166.40
10 inch	115.0	\$1,676.70

The monthly customer charge for customers requiring a meter size larger than 10 inches shall be calculated as \$14.58 per LUE.

- (B) Consumption charge. Annually during the month of March, the city shall compute the monthly average water usage for each water customer, based upon the consumption billed in the months of December, January and February, with the highest month excluded, hereinafter called the winter quarter averaging usage.
- (i) For customers served by the city water system, the wastewater consumption charge shall be calculated as \$2.84 for each one thousand gallons, or part thereof, of the winter quarter averaging usage.
 - (ii) For customers not served by the city water system, the wastewater consumption charge shall be calculated as \$2.84 for each one thousand gallons, or part thereof, of the winter quarter averaging usage of similar customers currently on the city water system.
 - (iii) For new accounts without consumption history in December, January and February, the winter quarter average will be 6,000 gallons.

(5) *Multifamily and apartment rates.*

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
½ inch	1.0	\$15.94
¾ inch	1.0	\$15.94
1 inch	2.5	\$39.85
1½ inch	5.0	\$79.70
2 inch	8.0	\$127.52
3 inch	16.0	\$255.04
4 inch	25.0	\$398.50
6 inch	50.0	\$797.00
8 inch	80.0	\$1,275.00
10 inch	115.0	\$1,833.10

The monthly customer charge for customers requiring a meter size larger than 10 inches shall be calculated as \$14.13 per LUE.

- (B) Consumption charge. Annually during the month of March, the city shall compute the monthly average water usage for each water customer, based upon the consumption billed in the months of December, January and February, with the highest month excluded, hereinafter called the winter quarter averaging usage.
- (i) For customers served by the city water system, the wastewater consumption charge shall be calculated as \$2.75 for each one thousand gallons, or part thereof, of the winter quarter averaging usage.

- (ii) For customers not served by the city water system, the wastewater consumption charge shall be calculated as \$2.75 for each one thousand gallons, or part thereof, of the winter quarter averaging usage of similar customers currently on the city water system.
- (iii) For new accounts without consumption history in December, January and February, the winter quarter average will be 6,000 gallons.

(6) *Golf course rates.*

- (A) Customer charge. The monthly customer charge shall be determined by the size of each water meter converted into living unit equivalents (LUEs) as follows:

Water Meter Size	LUEs	Monthly Customer Charge
5/8 inch	1.0	\$15.94
3/4 inch	1.0	\$15.94
1 inch	2.5	\$39.85
1½ inch	5.0	\$79.70
2 inch	8.0	\$127.52
3 inch	16.0	\$255.04
4 inch	25.0	\$398.50
6 inch	50.0	\$797.00
8 inch	80.0	\$1,275.20
10 inch	115.0	\$1,833.10

The monthly customer charge for customers requiring a meter size larger than 10 inches shall be calculated as \$15.94 per LUE.

- (B) Consumption charge. Annually during the month of March, the city shall compute the monthly average water usage for each water customer, based upon the consumption billed in the months of December, January and February, with the highest month excluded, hereinafter called the winter quarter averaging usage.
 - (i) For customers served by the city water system, the wastewater consumption charge shall be calculated as \$3.10 for each one thousand gallons, or part thereof, of the winter quarter averaging usage.
 - (ii) For customers not served by the city water system, the wastewater consumption charge shall be calculated as \$3.10 for each one thousand gallons, or part thereof, of the winter quarter averaging usage of similar customers currently on the city water system.
 - (iii) For new accounts without consumption history in December, January and February, the winter quarter average will be 6,000 gallons.

- (7) *Collection agency fee.* 30% of the delinquent utility account referred to a third-party collection agency.
- (8) *Disabled and age 65 or older discount.* Persons that are disabled or sixty-five years of age and older shall receive a twenty percent (20%) discount on the monthly customer charge for residential wastewater service provided to a single housing unit that is occupied by such disabled person or senior citizen. Such discount is applicable only to wastewater service provided to one living unit with separately metered water.
- (9) *Tampering with wastewater collection system fee.* \$50.00.

-
- (10) *Compound meters.* The monthly customer wastewater charge for customer accounts with compound meters shall be similar to and consistent with section A7.002(a)(9) above but excluding any additional maintenance fee.

(Ordinance 21-092-00 adopted 10/12/21)

Sec. A7.006. Gas service.

- (a) *Reconnect charge.* In addition to the charges and rates set out in article 13.06 of the Code of Ordinances, the company shall charge and collect the sum of:

Schedule	Charge
8 a.m. to 5 p.m. Monday through Friday	\$25.00
5 p.m. to 8 a.m. Monday through Friday	\$40.00
Saturdays, Sundays and holidays	\$40.00

as a reconnect charge for each reconnection or reinauguration of gas service, where service has been discontinued at the same premises for any reason, with the following exceptions:

- (1) For a builder who uses gas temporarily during construction or for display purposes;
 - (2) For the first occupant of the premises;
 - (3) Whenever gas service has been temporarily interrupted because of system outage, service work or appliance installation done by the company; or
 - (4) For any reason deemed necessary for company operations.
- (b) *Returned check charge.* A returned check handling charge of twenty-five dollars (\$25.00) is made for each check returned to the company for reasons of nonsufficient funds, account closed, payment withheld, invalid signature, or improper preparation.
- (c) *Collection charge.* A charge of thirty dollars (\$30.00) shall be made for each instance when it is necessary for a company employee to go to a customer's residence or place of business in order to collect amounts owed the company for gas service previously rendered. This charge shall not apply if service is terminated at the time of the collection action. This charge shall apply to only one (1) trip on the same amount owed.

(2003 Code, app. A, secs. 6.600-6.800)

Sec. A7.007. Water and wastewater tap fees.

- (a) Any person, association of persons, or corporation that requests a water main tap, water meter or water meter loop be removed, installed, or relocated by the utility department shall pay in advance the applicable fees required in this section.
- (b) Fees and charges are hereby established to defray the costs and expenses incurred by the city to connect structures and property to the city water and wastewater systems. The fees and charges established in this section shall be in addition to any and all other costs, fees and charges established by ordinance for obtaining water or wastewater service, including, but not limited to, impact and capital recovery fees and security deposits.
- (1) *Water tap schedule.* The following schedule of charges is hereby established and will be charged and collected prior to each tap or connection to the city water system:

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(Supp. No. 3, Update 2)

- (A) Except as otherwise provided in this subsection (b), where service lines must be installed and a water meter set by the city, the tap fee shall be:

Water Meter Size	Tap Fee and Charge
5/8 inch	\$840.00
3/4 inch	\$940.00
1-inch	\$800.00 + cost of meter
1-1/2 inch	\$1,050.00 + cost of meter
2 inch	\$1,300.00 + cost of meter
3 inch and above	At cost*

* "At cost" means the actual cost to the city for the installation of the water or wastewater service, including the cost of the water meter and the automatic meter reader and the labor, materials, equipment, contract labor, etc., used in providing the service in accordance with the policy of the city.

- (i) All installations requiring a street cut shall require an additional \$1,000.00 fee for a two-lane roadway and \$500.00 for each additional lane thereafter.
- (ii) Street boring shall be done at cost.
- (B) Except as otherwise provided in this subsection (b), where service lines have been installed and the city is only required to inspect the connection and install a water meter, the tap fee shall be:

Water Meter Size	Tap Fee and Charge
5/8 inch	\$340.00
3/4 inch	\$415.00
1 inch	\$225.00 + cost of meter
1-1/2 inch	\$250.00 + cost of meter
2 inch	\$275.00 + cost of meter
3 inch and above	\$300.00 + cost of meter

- (C) The fees set forth in subsections (A) and (B) above are exclusive of the cost of backflow prevention devices, which shall be installed and tested at the customer's expense, when and as required by the city. The actual cost of such devices together with the cost of installation and testing shall be paid by the customer.
- (D) Automatic meter readers (AMR) shall be installed with any water meter that is installed after the effective date of the ordinance from which this subsection derives, at the customer's expense. Tap fees that are a flat rate only include the actual cost of the AMR and its installation. For tap fees that are a flat rate plus the "cost of meter," the actual cost of the AMR and its installation shall be included in the "cost of meter" component of the tap fee.
- (2) *Wastewater tap schedule.* The following schedule of charges is hereby established and will be charged and collected prior to each tap or connection to the city wastewater system:
- (A) Where service lines must be installed set by the city, the tap fee shall be \$750.00. All installations requiring a street cut shall require an additional \$850.00 fee for a two-lane roadway and \$425.00 for each additional lane.
- (B) Boring to streets shall be done at cost. "At cost" means the actual cost to the city for the installation of the water or wastewater service, including the cost of the water meter and the

automatic meter reader and the labor, materials, equipment, contract labor, etc., used in providing the service in accordance with the policy of the city.

- (C) Where service lines have been installed, and the city is only required to inspect the connection, the tap fee shall be \$100.00.

(2003 Code, app. A, sec. 6.900)

Sec. A7.008. Collection and disposal of refuse.

(a) *Residential curbside refuse collection.*

- (1) The contractor will provide curbside recycling and collection service of residential refuse and waste to each residential unit subject to the following rates and fees:
 - (A) Refuse—One time per week (one 95-gallon cart) and recycling every other week (one 95-gallon cart): \$18.91.
 - (B) Each additional refuse cart: \$9.45. Limited to one additional cart.
 - (C) Each additional recycling cart: \$0.00 Limited to one additional cart.
 - (D) An additional one-time annual fee in the amount of \$1.00 shall be assessed to each residential service unit account in March of each year to fund city cleanup and waste collection programs.
- (2) Customers age 65 and greater or disabled customers contracting for one cart pickup shall receive a ten percent (10%) discount. No discount shall be provided to senior citizens or disabled customers that use more than one cart.
- (3) Such service shall be provided by the use of 95-gallon cart containers supplied by the contractor. The prices include the curbside collection of up to five (5) additional containers, 35-gallon capacity bags and bundles of residential refuse on each pickup/service day.

(b) *Commercial refuse collection.* The contractor will provide collection service of commercial refuse and waste for multifamily dwellings, apartment projects, and commercial and industrial customers as follows:

- (1) Commercial hand pickup customers will be supplied with the same type of cart containers as are residential units. The same curbside policy and bulk items policy will also apply to this category. The rates and charges for customers in this category are as follows:
 - (A) Collection once per week (one cart): \$24.80.
 - (B) Collection once per week (two carts): \$31.99.
 - (C) Collection twice per week (one cart): \$33.10.
- (2) Commercial customers producing a volume of refuse, garbage and waste in excess of 190 gallons per week will, at the contractor's discretion, be served as follows:
 - (A) Collection and disposal service to customers will be provided with dumpsters provided and maintained by the contractor according to the following:

Size	1x/wk.	2x/wk.	3x/wk.	4x/wk.	5x/wk.
2 yard	\$63.98	\$114.27	\$163.11	\$211.99	\$265.00
3 yard	\$68.45	\$122.23	\$174.60	\$226.76	\$283.45
4 yard	\$90.77	\$162.09	\$231.55	\$300.71	\$375.88
6 yard	\$113.09	\$201.93	\$288.47	\$374.65	\$468.32
8 yard	\$139.87	\$249.77	\$356.82	\$463.41	\$579.27

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(Supp. No. 3, Update 2)

10 yard	\$163.68	\$292.29	\$417.55	\$542.28	\$677.85
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- (B) The following rates and fees shall be applicable to commercial customers and others requiring service at a level in excess of the highest level provided above to be made available with dumpsters.

- (i) Recycling front load container service. (For commercial customers producing a volume of recycling in excess of 190 gallons per week.)

Size	1x/wk.	2x/wk.	3x/wk.	4x/wk.	5x/wk.
2 yard	\$39.48	\$56.54	\$75.38	\$94.23	\$110.86
3 yard	\$46.79	\$66.85	\$89.14	\$111.42	\$131.08
4 yard	\$54.01	\$77.16	\$102.88	\$128.57	\$151.29
6 yard	\$68.43	\$97.75	\$130.34	\$162.93	\$191.68
8 yard	\$82.86	\$118.37	\$157.82	\$197.27	\$232.09

- (ii) Commercial monthly and/or city roll-off service.

	20 Yard	30 Yard	40 Yard
Delivery fee	N/C	N/C	N/C
Haul charge	\$280.00	\$280.00	\$280.00
Daily rental	N/C	N/C	N/C
Tonnage fee*	Williamson County Landfill Gate Rate	Williamson County Landfill Gate Rate	Williamson County Landfill Gate Rate
*3-ton minimum charge			

- (c) *Manufacturing/assembly plant special waste.*

- (1) Haul charge: \$280.00.
- (2) Disposal cost determined based on type of special waste.
- (3) Actual rate at designated disposal facility determined by customer.

- (d) *Wastewater sludge.*

- (1) Haul charge: \$280.00.
- (2) Disposal cost: Actual rate at designated disposal facility determined by customer.

- (e) *Tires.* Upon verification of payment and receipt for a prepaid charge equal to the landfill rates for disposal charged to the contractor, the contractor agrees to pick up two (2) automobile type tires per residential unit per pickup.

- (f) *Annual cleanup.* For no charge the contractor will, twice a year, provide six (6) roll-off containers to be dumped three (3) times each. At a location designated by the city, the contractor and the city will set up a manned and supervised citizen drop-off site that accepts refuse, construction material, bulk items (white goods), and brush and other yard waste. Also, as part of this cleanup effort, water-based or latex paints will be included. Batteries and used oil that will be accepted at the landfill the contractor uses will be collected. Material not accepted at the landfill will not be accepted at the cleanup site. This service is for verified city residents only, and only for the cleanup day.

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- (g) *Bulk waste, construction debris and stable matter; hazardous waste.* The contractor will provide for the special collection from residential units of bulky waste not eligible for curbside pickup, for a negotiated cost based on the above rates for dumpster or roll-off containers, as applicable. Construction debris and stable matter will be hauled at a rate to be determined by container size. The contractor and the producer of the waste will negotiate the total charge prior to collection. The contractor will not provide for the special collection of hazardous waste.
 - (h) *Service to city facilities.* All city municipal locations shall be served with either a 95-gallon container or an appropriate sized dumpster, at no charge. If roll-off containers are required for any use, other than the city-wide cleanups, the contractor will provide such services with discounted rates appropriate to the job size and duration. If the city elects to have the contractor haul sludge from the city's wastewater treatment plant(s), the fee for such service will be \$280.00 per haul, plus disposal costs.

(Ordinance 21-007-00 adopted 1/21/21; Ordinance 21-092-00 adopted 10/12/21)

Sec. A7.009. Wholesale wastewater service area fees.

- (a) A system reservation fee in the amount of \$350.00 per LUE, according to the LUE chart adopted by Ordinance No. 02-053-04, set forth in this section shall be paid at the time of submission of an application for approval of a preliminary plat for property located in the wholesale wastewater service area, as that area is defined in section 1 of the subdivision ordinance. The payment of the system reservation fee will guarantee capacity in the Liberty Hill wastewater treatment plant and will fix the connection fee to the amount in effect at the time of payment of the system reservation fee.
- (b) A connection fee in the amount set forth in this section shall be paid at the time that an application for a building permit is submitted, or for land for which a building permit is not required, at the time that an application for connection to the city's wastewater system is submitted for a property located in the wholesale wastewater service area, as that area is defined in section 1 of the subdivision ordinance:
 - (1) \$1,550.00 per LUE, according to the LUE chart adopted by Ordinance No. 02-053-04 and on file with the city secretary's office; provided that if system reservation fees were paid in connection with a preliminary plat for the subdivision in which the property is located, the connection fee shall be \$1,200.00 per LUE.
 - (2) For those properties connecting to the one of the lift stations, as that term is defined in the wholesale wastewater services agreement between the City of Leander and the City of Liberty Hill dated effective as of June 4, 2015, an additional connection fee of \$1,400.00 per LUE according to the LUE chart adopted by Ordinance No. 02-053-04 and on file with the city secretary's office.

(Ordinance 15-036-00, sec. 9, adopted 7/2/15)

Sec. A7.010. Cross-connection and backflow prevention program.

- (a) Bulk hydrant meter testing fee: \$200.00
- (b) Fee for installation or repair of backflow assembly by third party: 100 percent of actual cost of installation plus a ten percent administrative charge.
- (c) Fee for testing of backflow assembly by third party: \$300.00
- (d) Deposit for water meters and backflow assembly: \$1,000.00

(Ordinance 17-056-00, sec. 3, adopted 8/11/17; Ord. No. 24-071-00, § 2, 9-5-2024)



City of
Leander

Parks and Recreation Department

User Fees Policy

Revised ~~January 2024~~September 2025

Adopted October 2025

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1. MISSION STATEMENT

To enhance and enrich the lives of all Leander citizens by providing access to superior park and public spaces and creating quality recreation, sports, and leisure opportunities.

2. DEPARTMENT VISION

A dynamic community revolving around parks, recreation, and public spaces.

3. PURPOSE

To adopt an official policy to establish a set of fees that are fair and equitable for the use of facilities and equipment and the participation in programs sponsored by the Leander Parks and Recreation Department.

4. AUTHORITY AND GENERAL PROVISIONS

4.1 COVERAGE

This policy, upon adoption by the Leander City Council, should be applicable to all individuals for the use of facilities and the participation in programs conducted by the Leander Parks and Recreation Department until it is altered, modified, or rescinded by the Leander City Council.

4.2 STATEMENT OF NEED

Due to the demand for services, operating and capital costs, and the amount of available tax revenues, meeting the level of parks, recreation and special event services requested by Leander residents is a continuing challenge. Therefore, it is necessary for the City of Leander to develop a sound and consistent policy of fees and charges for Parks and Recreation services that are both fair and equitable. This policy will assist the City of ~~Leander~~ Leander to continue to provide quality recreation programs and make necessary program expansions which would not otherwise be possible.

4.3 STATEMENT OF LEGAL AUTHORITY

The Charter of the City of Leander, Chapter 1, Article 1.11 provides the legal authority for establishment of user fees and other regulations, rules, policies or procedures pertaining to use and operations of City parks, facilities, activities and programs.

4.4 STATEMENT OF PHILOSOPHY

A sound policy provides the guiding principles for managing user fees while maintaining flexibility to accommodate new programs, changing demographics and circumstances. The following guiding principles provide the foundation for the City of Leander's philosophy for the Parks and Recreation User Fee Policy.

- To enhance the quality of life for Leander citizens through affordable recreation opportunities.
- To provide the opportunity for all Leander citizens to participate in variety of programs and activities and to full utilize the facilities of the department.
- To ensure that Leander citizens receive the benefit of lower fees and priority registration.
- To efficiently manage operations and affordable services to ensure all Leander citizens equal opportunities to use City parks and facilities or to participate in activities and programs.
- To provide and maintain facilities for use by the public.
- To establish revenue recovery rates that consider market conditions and the cost of providing programs and services.
- To supplement fees and charges with tax dollars, grants, donations, sponsorships, scholarships, etc.
- To provide trained and qualified personnel for supervision and instruction in programs and activities.
- To welcome and actively seek public input in evaluating programs, activities and facilities.

4.5 COMMUNITY PRIORITIES

As identified in the 2019 Leander Parks, Public Spaces, and Recreation Comprehensive Plan, the following community priorities have been identified.

- **Healthy Lifestyle** – Facilities and programs that enable citizens and visitors to pursue healthy and active lifestyles.
- **Community Access** – A system that supports community access – physically, economically, and socially.
- **Stewardship/Conservation** – Citizens expect the City to maintain and improve existing open space, greenway and trail developments.
- **Outdoor Recreation** – Facilities and programs that enable citizens and visitors to be outdoors and enjoy the environment.

4.6 GENERAL PROVISIONS

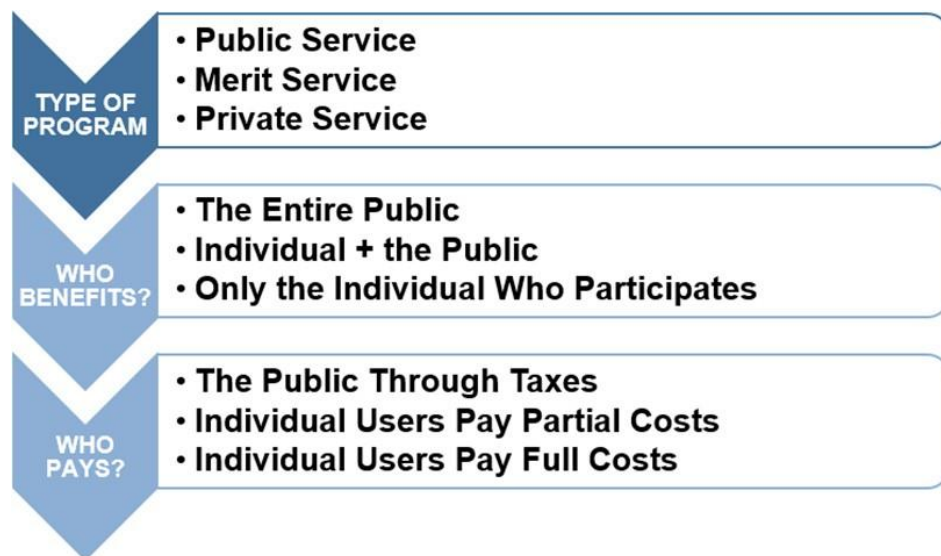
In addition to the user fees identified herein, users may be required to pay additional costs, resulting from their use of parks and facilities (e.g. a reasonable portion of the City's costs for traffic control and/or police service when the user's event requires such services).

Patrons who reside outside the City of Leander and who do not contribute financial support to the City's parks and recreation efforts via ad valorem taxes, and those patrons who propose to use public recreation facilities for private economic gain may incur fees and/or charges higher than or in addition to the user fees paid by local residents for general use.

4.7 SERVICE LEVEL CLASSIFICATIONS

Classifying programs and services is an important process for an agency to follow to remain aligned with the community's interests and needs, the mission of the organization, and to sustainably operate within the bounds of the financial resources that support it. The criteria utilized and recommended in program classification stems from the foundation's concept detailed by Dr. John Crompton and Dr. Charles Lamb. In their book "Marketing Government and Social Services", they purport that programs need to be evaluated on the criteria of type, who benefits, and who bears the cost of the program.

This is illustrated below:



4.7.1 ESSENTIAL (PUBLIC) SERVICES:

Essential (Public) Services are equally accessible and available to all citizens. They tend to preserve and promote the physical and mental well-being of the community, provide patron safety, and offer an opportunity for Parks and Recreation services, facilities, greenways, and open space to be used by the public. Typically, essential services are available to all Leander citizens on an equal basis and there is little consumptive use of services. Essential Services and facilities should be offered to City residents at minimal or no charge.

- Essential Services provide general use of parks and outdoor areas such as basketball slabs, open play areas, dog parks, skateparks, picnic areas, the Leander Public Library, playgrounds, trails and greenways.
- Essential Services include but are not limited to city-wide special events and celebrations, program and facility information, community assistance, program planning, public art access and administrative support.
- Cost of essential services and facilities should be primarily borne by the general tax base.
- Cost recovery should fall between 0-35%.

4.7.1.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR ~~ESSENTIAL~~ ESSENTIAL SERVICES:

- Charging a fee aids in the provision of activities of a special interest nature that extends beyond ~~the normal~~normal operation. Essential Services will continue to support citizen's needs with no or minimal charges and not on the propensity to generate revenue for services provided.
- When Essential Services are used, any fees charged for the use of the public facility should be viewed as a method to continue to provide Essential Services.
- Charging an entry or admission fee to a special event allows for revenues collected to be used in expanding or enhancing the special event.
- Charging fees may also serve as an independent function to ration limited activities and aid in discipline or control.

4.7.2 SUPPLEMENTAL (MERIT) SERVICES:

Supplemental Services provide traditional parks and recreation activities that benefit the individual and the community. Supplemental Services are available to Leander citizens on an equitable basis; however, participation is limited based on program and space availability. Supplemental Services provide an extended level of benefit for users.

- Supplemental Services require facilities, supplies, equipment, and/or considerable staff planning and supervision specific to the service. These types of services benefit both the participant and the community due to their educational, cultural, or physical value.
- Some examples of Supplemental Services include but are not limited to instructional programs, summer camps, senior programs, concerts, performances.
- The user should share in the cost of providing supplemental services to offset tax dollar support.
- Cost recovery should fall between 35-100%.

4.7.2.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SUPPLEMENTAL SERVICES:

The determination to assign a fee for ~~a~~ supplemental services should be based upon one or more of the following conditions.

- The cost per user hour of the service is higher than Essential Service.
- The service uses consumable materials.
- The service requires added preparation or clean-up.
- The service requires contracted services or instruction at an additional cost.
- A fee supports the provision of activities of a special interest nature that extends beyond Essential Service.
- Fees should be charged to recover supply costs directly related to the supplemental services.
- Use of the service tends to be limited to a relatively few individuals or special interest groups of a private nature. Whenever the benefit to the general citizen population is limited, a fee may be assessed.

4.7.3 SPECIAL (PRIVATE) SERVICES:

Special Services and Facilities are beyond the scope of traditional leisure services. They primarily provide exclusive benefit to individuals based on public demand and population ~~s~~Served.

- Special Services include but are not limited to organized tournaments, trips, private group programs, athletic programs and retail operations.
- Special Facilities include but are not limited to golf course, Mason Homestead [and Bryson Farmstead](#) rentals, lighted ball fields, reserved picnic pavilions, sports field rentals, amphitheater, and specialized reserved equipment.
- Fees and charges are often established based on local market demand and similar regional and/or national facilities.
- Special services and facilities should recover costs that minimize public tax dollar support.
- Cost recovery should fall between 75%-100%+.

4.7.3.1 CRITERIA FOR ESTABLISHING FEES AND CHARGES FOR SPECIAL SERVICES AND FACILITIES:

- The fee charged for ~~use~~[the use](#) of public facilities should be comparable to the market rates and current fees being charged for like services in the local area.
- Identify staffing requirements, costs of material, supplies, contracted services, other City of Leander ~~departmental~~[department](#) support and facility operational expenses.
- Incremental revenues that the Special Service or Special Facility generates beyond normal daily operating revenues and expenses are factored into the pricing structure.
- License Agreement: Special Services and Facilities which are organized, promoted and conducted by an individual, agency, or any other entity should require a written agreement outlining the specific services and the responsibilities of the City and Licensee. The License Agreement will contain fees and charges estimated to recover all direct costs and a portion of the estimated indirect costs.
- City's Co-Sponsored Event: Services that are organized, promoted and conducted in part by an outside agency, organization, or individual(s) and are the negotiated responsibilities of both parties as defined by a written agreement. Any fees assessed to the outside group for facility use should be established to recover the City's direct cost at minimum and a portion of the estimated indirect costs.
- Economic Impact: Facilities and special services attracting events that generate visitor spending and/or media exposure, or both such as tournaments and special events benefit both the City and local economy, and as such potential economic impact will be considered when setting fees and may be cause for reduced fees.
- Fees and charges should support other resources available to the Parks and Recreation Department, not replace them or be used to reduce the City's responsibility to provide public open space and leisure opportunities. They provide a means to continue, and expand as necessary, and the ability to offer essential, special services and special facilities to Leander citizens. Any surplus revenue from one program may be utilized to offset costs for other programs or activities.

4.8 POLICY REVIEW

The Leander Parks and Recreation Department User Fee Policy shall be reviewed at ~~minimum~~[a minimum](#) annually.

4.9 USER FEES

All Leander Parks and Recreation user fees are identified on Appendices A and B.

5. RETAIL SALES OF MERCHANDISE

5.1 RETAIL SALES OPERATIONS

The Leander Parks and Recreation Department provides items for sale to the general public for a variety of reasons. Three types of resale operations have been identified currently within the department:

5.1.1 CONCESSIONS/VENDOR OPERATIONS

Vendors will be charged a percentage of sales, currently 20%, or a flat rate based on the length of the event and estimated attendance.

5.1.2 SALE OF RETAIL ITEMS AND CONCESSIONS

Leander Parks and Recreation Department may engage in retail sales of merchandise and/or concessions to promote ~~departmental~~department programs and facilities. Items are purchased wholesale and priced accordingly to comparable market prices within the local area. Profit from sales will directly benefit the related program or facility.

6. SPECIAL CONSIDERATION FOR FEES AND CHARGES VARIANCES

6.1 NON- RESIDENTS

A City of Leander resident or a person working in Leander makes a significant contribution to the financing and operation of the Leander Department of Parks and Recreation. Non-residents will pay an additional non-resident fee for participating in certain programs and for the reservation of facilities. Leander residents are defined as those whose primary residence is within the City's corporate limits.

6.2 MILITARY DISCOUNTS

A discount is offered to ~~both~~ active duty and ~~retired-veteran~~ military personnel. These discounts apply to pool admission, passes, and select programs. Special rates can be determined for the Department's facilities and programs for residents who are currently serving or who have previously served in the U.S. Armed Forces.

6.3 SENIOR DISCOUNT

A discount is offered to those citizens of 55 and over. These discounts apply to pool passes and select programs. A 20% discount will be applied for Senior Activity Center rentals for current members. Discounts do not apply when there is already a reduced rate specified for senior citizens.

6.4 ~~CITY EMPLOYEE DISCOUNT~~ FOR CITY COUNCIL, PARKS AND RECREATION ADVISORY BOARD, AND CITY EMPLOYEES

~~The following~~A discounts ~~are~~is offered to current City Council mMembers, current Parks and Recreation Advisory Board members, and current regular full-time City employees and regular (year-round) part-time employees, spouses, and children living in the household:

- ~~A 50% discount is available at the~~for Crystal Falls Golf Club (CFGFC) ~~green/cart/driving range fees on green fees with cart for general City employees.~~
- To ensure the continued quality, functionality, and user satisfaction of the municipal golf course, complimentary golf access is extended to current City Council members, Parks and Recreation Advisory Board members, golf course employees, and designated City leadership. This access is intended to support course assessment, operational familiarity, and ongoing service improvement. By experiencing the course firsthand, staff and board members are better equipped to identify maintenance needs, assess course conditions, evaluate customer experience, and inform strategic decision making related to the course. Complimentary play must not interfere with regular duties or course operations, and tee times should be booked during non-peak times when possible.~~The CFGC General Manager must approve of play for the golf course employees.~~
- A 50% discount for facility rentals and pool ~~aseason~~ passes; and
- A 25% discount on-for recreationalrecreation programs and activities to include: programs, ~~camp~~s, and ~~athletics~~camp, athletics and special event admission fees. Certain programs may have a maximum participation count for these discounts.

6.5 OUTSIDE ENTITIES & SPECIAL INTEREST GROUPS

Entities or individuals should not be permitted to use park facilities for financial gain or profit except by facility use agreement or approval in writing of the ~~Parks and Recreation Director~~Director of Parks and Recreation or designee. Park facilities are designed to serve the public on a non-profit basis. For programs using the parks and collecting paid fees, groups will be required to remit 20% of gross revenue to the ~~City~~ in addition to rental fees for use of the properties. Non-Profit, 501c3 groups are exempt from this 20% fee. Special interest groups, non-profit, or individuals should be granted no special consideration in the form of reduced rates or free services except for those groups who are affiliated with the City or when approved by the City Manager or designee.

6.6 WAIVERS AND REDUCTIONS

The Director of Parks and Recreation is authorized to waive or reduce entry fees, user fees or sponsorships in conjunction with promotional opportunities and/or the marketing of Parks and Recreation programs.

6.7 CREDIT CARD/ADMINISTRATIVE FEES

Leander Parks and Recreation and Public Library will assess a \$2.00 Credit Card administrative fee ~~to~~for each transaction over \$10.00 that is paid for via credit or debit card.

7. ALTERNATIVE SOURCES OF REVENUE

7.1 GRANTS

City of Leander employees are encouraged to investigate the possibilities of securing a grant or sources of outside funding for ~~departmental~~department facilities and programs. All grant applications, donations or alternative funding sources must be approved by the Director of Parks and Recreation, ~~City Manager's Office~~Assistant City Manager, City Manager, City Manager, City Finance Department, and Leander City Council as required.

7.2 GIFT CATALOG

~~The~~ Leander Parks and Recreation Department may engage in the solicitation of gifts/donations in the form of memorializing or naming an individual, group, business, or organization as a fundraiser for providing park amenities, programs, or facilities. Prices will be determined based on production costs, plus shipping and handling, and any necessary installation costs. Sales will directly benefit the related program or facility.

7.3 SPONSORSHIPS

~~Leander~~The Leander Parks and Recreation Department will actively solicit sponsorships as an alternate and sometimes sole source of funding programs, facilities, and events. Sponsorships can be in-kind donations or financial donations or a combination of both.

Appendix A

Parks, Recreation, & Library Fee Schedule

Fee Description	Fees			
	Resident	Non-Resident	Deposit	Commercial
Lakewood Park				
Live Oak - 3 Hours Full Pavilion	\$ 250.00	\$ 337.50		
Live Oak - 3 Hours Per Section	\$ 100.00	\$ 135.00		
Live Oak - 3 Hours Per Table	\$ 35.00	\$ 47.25		
Live Oak - Full Day Full Pavilion	\$ 500.00	\$ 675.00		
Live Oak - Full Day Per Section	\$ 300.00	\$ 405.00		
Live Oak - Full Day Per Table	\$ 100.00	\$ 135.00		
Bluebonnet - 3 Hours Full Pavilion	\$ 225.00	\$ 303.75		
Bluebonnet - 3 Hours Per Section	\$ 75.00	\$ 101.25		
Bluebonnet - 3 Hours Per Table	\$ 35.00	\$ 47.25		
Cypress Pavilion - 3 Hours	\$ 100.00	\$ 135.00		
Cypress Pavilion - Full Day	\$ 225.00	\$ 305.75		
Meadowlark - 3 Hours	\$ 100.00	\$ 135.00		
Meadowlark - Full Day	\$ 225.00	\$ 305.75		
Mockingbird - 3 Hours	\$ 100.00	\$ 135.00		
Mockingbird - Full Day	\$ 225.00	\$ 305.75		
Texas Sage - 3 Hours	\$ 100.00	\$ 135.00		
Texas Sage - Full Day	\$ 225.00	\$ 305.75		
The Overlook - 3 Hours	\$ 100.00	\$ 135.00		
The Overlook - Full Day	\$ 225.00	\$ 305.75		
Toddler Zone - 3 Hours Full Zone	\$ 100.00	\$ 135.00		
Toddler Zone - 3 Hours Per Section	\$ 50.00	\$ 67.50		
Toddler Zone - 3 Hour Per Table	\$ 30.00	\$ 40.50		
Great Lawn (per day) – Up to 5,000 patrons	\$ 1,500.00	\$ 2,025.00	r/hr \$ 500.00 cm \$ 1,000.00	\$ 2,850.00
Great Lawn (per day) – 5,000+ patrons	\$ 2,500.00	\$ 3,375.00	r/hr \$ 1,000.00 cm \$ 2,000.00	\$ 4,750.00
Great Lawn (per day) – Set Up & Tear Down	\$ 250.00	\$ 500.00		\$ 1,000.00
Splash Park (3-hour time block) – Up to 50 patrons	\$ 350.00	\$ 472.50	r \$ 100.00 nr \$ 150.00	
Skate Park (2 hrs) – Up to 25 patrons	\$ 250.00	\$ 337.50	r \$ 50.00 nr/cm \$ 100.00	\$ 450.00
Skate Park (2 hrs) – 26 to 50 patrons	\$ 300.00	\$ 405.00	r \$ 75.00 nr/cm \$ 150.00	\$ 575.00
Skate Park (2 hrs) – 51 to 100 patrons	\$ 350.00	\$ 472.50	r \$ 100.00 nr/cm \$ 200.00	\$ 700.00
Skate Park (4 hrs) – Up to 25 patrons	\$ 350.00	\$ 472.50	r \$ 75.00 nr/cm \$ 150.00	\$ 650.00
Skate Park (4 hrs) – 26 to 50 patrons	\$ 450.00	\$ 607.50	r \$ 100.00 nr/cm \$ 200.00	\$ 825.00
Skate Park (4 hrs) – up to 51 to 100 patrons	\$ 550.00	\$ 742.50	r \$ 125.00 nr/cm \$ 250.00	\$ 1,000.00
Skate Park (8 hrs) – Up to 25 patrons	\$ 450.00	\$ 607.50	r \$ 150.00 nr/cm \$ 250.00	\$ 850.00
Skate Park (8 hrs) – 26 to 50 patrons	\$ 550.00	\$ 742.50	r \$ 200.00 nr/cm \$ 300.00	\$ 1,025.00
Skate Park (8 hrs) – 51 to up to 100 patrons	\$ 96 50.00	\$ 877.00 1,282.50	r \$ 250.00 nr/cm \$ 350.00	\$ 1,200.00
Basketball/Volleyball Court (4 hrs) – Up to 25 patrons	\$ 35.00	\$ 47.25	\$ 20.00	\$ 100.00

Basketball/Volleyball Court (4 hrs) – 26 to 75 <u>up to 100</u> patrons	\$ 70.00	\$ 94.50	\$ 35.00	\$ 180.00
Basketball/Volleyball Court (8 hrs) – Up to 25 patrons	\$ 65.00	\$ 87.75	\$ 40.00	\$ 175.00
Basketball/Volleyball Court (8 hrs) – 26 to 75 patrons	\$ 130.00	\$ 175.50	\$ 55.00	\$ 350.00
Basketball/Volleyball Court (8 hrs) – <u>up to 100</u> 76+ patrons	\$ 170.00	\$ 229.50	\$ 75.00	\$ 450.00
Trail (per event) – Up to 100 patrons	\$ 50.00+ 2.00 pp <u>250.00</u>	\$ 67.50+ 3.00 pp <u>337.50</u>	r/nr \$ 25.00 cm \$ 50.00	\$ 100.00+ 4.00 pp <u>250.00</u>
Trail (per event) – 101 to 250 patrons	\$ 100.00+ 1.50 pp <u>475.00</u>	\$ 135.00+ 2.50 pp <u>641.25</u>	r/nr \$ 50.00 cm \$ 75.00	\$ 195.00+ 3.50 pp <u>250.00</u>
Trail (per event) – 251+ patrons	\$ 150.00+ 1.00 pp <u>700.00</u>	\$ 202.50+ 2.00 pp <u>945.00</u>	r/nr \$ 75.00 cm \$ 100.00	\$ 285.00+ 3.00 pp <u>250.00</u>
<u>Dog Park - Small Dog Run (4 hrs) – Up to 30 dogs</u>	\$ 40.00	\$ 55.00	\$ 25.00	\$ 80.00
<u>Dog Park - Medium Dog Run (4 hrs) – Up to 40 dogs</u>	\$ 50.00	\$ 68.00	\$ 30.00	\$ 100.00
<u>Dog Park - Large Dog Run (4 hrs) – Up to 50 dogs</u>	\$ 60.00	\$ 81.00	\$ 35.00	\$ 120.00
Small Dog Run (8 hrs) – Up to 30 dogs	\$ 80.00	\$ 110.00	\$ 50.00	\$ 160.00
Medium Dog Run (8 hrs) – Up to 40 dogs	\$ 100.00	\$ 136.00	\$ 60.00	\$ 200.00
Large Dog Run (8 hrs) – Up to 50 dogs	\$ 120.00	\$ 162.00	\$ 70.00	\$ 240.00
Parking Lot A (per day)	\$ 120.00	\$ 162.00		\$ 240.00
Parking Lot B (per day)	\$ 120.00	\$ 162.00		\$ 240.00
Parking Lot C (per day)	\$ 120.00	\$ 162.00		\$ 240.00
Watercraft Activity (per event) – Up to 15 patrons	\$ 4.00 pp	\$ 5.40 pp		
Watercraft Activity (per event) – <u>46 to 50</u> patrons	\$ 4.00 pp <u>200.00</u>	\$ 5.40 pp <u>270.00</u>		\$ 100.00 <u>200.00</u>
Watercraft Activity (per event) – 51+ patrons				\$ 200.00
Mason Homestead				
Weekday Partial Day (5 hours)	\$ 75.00	\$ 101.25	\$ 150.00	
Daily Rate (8am - Midnight)	\$ 150.00	\$ 202.50	\$ 250.00	
Weekend (Noon Friday - Sunday Midnight)	\$ 275.00	\$ 371.25	\$ 250.00	
Robin Bledsoe Park				
Robin Bledsoe Pavilion	\$ 75.00	\$ 101.25		
Robin Bledsoe Amphitheater (2 hours)	\$ 100.00	\$ 135.00		
Robin Bledsoe Amphitheater + Hour	\$ 25.00	\$ 33.75		
Robin Bledsoe Entire Park	\$ 2,000.00	\$ 2,700.00	\$ 1,000.00	
Serna Athletic Field - Entire Field 9960 -Minute Rental	\$ 125.00	\$ 168.75		
Serna Athletic Field - North Field 9960 -Minute Rental	\$ 65.00	\$ 87.75		
Serna Athletic Field - South Field 9960 -Minute Rental	\$ 65.00	\$ 87.75		
Serna Athletic Field Light Fee – North / South Field	\$ 20.00	\$ 27.00		
Serna Athletic Field Light Fee - Entire Field	\$ 30.00	\$ 40.50		
Robin Bledsoe Pool Private Rentals				
Small Private Party – Up to 75 patrons	\$ 225.00 75.00	\$ 303.75 <u>371.25</u>	\$ 100.00	
Large Private Party – 76-150 patrons	\$ 300.00 50.00	\$ 405.00 <u>472.50</u>	\$ 100.00	
<u>Pool Cabana Rental (per 1 hour 50 minutes)</u>	<u>\$ 20.00</u>	<u>\$ 27.00</u>	<u>\$ 25.00</u>	
Robin Bledsoe Pool Public Admission				
Child 0-1 Admission	FREE			
Child 2-17 Admission	\$ 2.00			
Adult 18+ Admission	\$ 3.00			
Senior 55+ Admission	\$ 2.00			

Day Care / School	\$ 1.75			
Military / Veteran Admission	\$ 2.00			
Robin Bledsoe Pool Season Passes				
Individual Season Pass	\$ 60.00			
Couple Season Pass	\$ 100.00			
Family Pass (up to 8)	\$ 150.00			
Devine Lake Park				
Devine Lake Park Pavilion	\$ 75.00	\$ 101.25		
Devine Lake Park Open Space 4 Hour Rental	\$ 150.00	\$ 202.50	\$ 200.00	
Devine Lake Park Open Space 8 Hour Rental	\$ 250.00	\$ 337.50	\$ 200.00	
Northcreek Ranch Park				
Northcreek Ranch Park Pavilion	\$ 50.00	\$ 67.50	\$ 50.00	
Horizon Lake Park				
Horizon Lake Park Pavilion	\$ 75.00	\$ 101.25	\$ 50.00	
Benbrook Ranch Park				
Benbrook Ranch Park Pavilion	\$ 75.00	\$ 101.25	\$ 101.25	
Benbrook Ranch Disc Golf Course	\$ 100.00	\$ 135.00	\$ 135.00	
Benbrook Skate Park Rental 4 Hour Rental	\$ 250.00	\$ 337.50	\$ 337.50	
Benbrook Skate Park Rental 8 Hour Rental	\$ 400.00	\$ 540.00	\$ 540.00	
Benbrook Baseball Field #1 690-Minute Rental	\$ 40.00	\$ 54.00		
Benbrook Baseball Field #2 690-Minute Rental	\$ 35.00	\$ 47.25		
Benbrook Baseball Field #3 690-Minute Rental	\$ 35.00	\$ 47.25		
Benbrook Baseball Field #4 690-Minute Rental	\$ 35.00	\$ 47.25		
Benbrook Softball Field #5 60-Minute Rental	\$ 30.00	\$ 40.50		
Benbrook Field Light Fee	\$ 35.00	\$ 47.25		
Benbrook Field Striping Field 1	\$ 15.00	\$ 20.00		
Benbrook Field Striping Field 2,3,4	\$ 15.00	\$ 20.00		
Benbrook Field Dragging / Raking Field 1	\$ 15.00	\$ 20.00		
Benbrook Field Dragging / Raking Field 2,3,4	\$ 15.00	\$ 20.00		
Benbrook Scoreboard Use	\$ 15.00	\$ 20.00	\$ 50.00	
Senior Activity Center				
Flex Space Meeting Room (per hour)	\$ 100.00	\$ 135.00	\$ 250.00	
Multi-Purpose Hall Rental (per hour)	\$ 150.00	\$ 202.50	\$ 250.00	
Kitchen (per hour)	\$ 250.00	\$ 337.50	\$ 250.00	
Membership Fee (annual)	\$ 25.00	\$ 33.75		
Daily Fee	\$ 3.00	\$ 4.05		
Special Use Fees				
Commercial Photography	\$ 100.00	\$ 135.00		
Special Event Permit	\$ 15.00	\$ 20.25		
Commemorative Bench	\$ 3,500	\$ 4,725		
Leander Activity Center				
Lone Star Hall (4 hours)	\$ 500.00	\$ 675.00	\$ 100.00	
Lone Star Hall (8 hours)	\$ 900.00	\$ 1,215.00	\$ 100.00	
Monarch Room (4 hours)	\$ 150.00	\$ 202.50	\$ 100.00	
Monarch Room (8 hours)	\$ 250.00	\$ 337.50	\$ 100.00	
Ranger Room (4 hours)	\$ 150.00	\$ 202.50	\$ 100.00	
Ranger Room (8 hours)	\$ 250.00	\$ 337.50	\$ 100.00	
Kitchen (4 hours)	\$ 50.00	\$ 75.00	\$ 50.00	
Kitchen (8 hours)	\$ 90.00	\$ 121.50	\$ 50.00	
Pickleball Daily Rate	\$ 4.00	\$ 5.40		
Pickleball Daily Rate - Active Adult Program Members	\$ 2.00	\$ 2.70		
Leander Public Library – Annex Meeting Room				

Public or Non-Profit Rental (per hour)	\$ 50.00	\$ 67.50	\$ 150.00	
Private or For-Profit Rental (per hour)	\$ 75.00	\$ 101.25	\$ 150.00	
Annex Kitchenette	\$ 20.00	\$ 27.00		
Leander Public Library – Fees & Fines				
Lost Items	CRP + \$6.00			
Lost or Damaged DVD or Playaway Case	\$ 6.00			
Missing Tags, Spine Labels or Barcodes	\$ 1.00			
Fax - Local Send (15 Pages)	\$ 1.00			
Fax - Long Distance Send (1st Page)	\$ 3.00			
Fax - Long Distance Send (Each Additional Page)	\$ 1.00			
Receive Fax (15 Pages)	\$ 1.00			
Interlibrary Loans	\$ 2.50			
Library Card - Individual	FREE	\$ 15.00		
Library Card - Family	FREE	\$ 25.00		
Replacement Card	\$ 2.00			
Printing - Black and White - Per Page	\$ 0.15			
Printing - Color - Per Page	\$ 0.50			

|

Appendix B

Crystal Falls Golf Club Fee Schedule

Daily Green Fees				
Fee Description	Resident	Resident Senior / Hero	Non-Resident	Non-Resident Senior / Hero
Monday-Thursday – Morning	\$ 42.00	\$ 35.00	\$ 55.00	\$ 50.00
Monday-Thursday – Afternoon	\$ 38.00	\$ 35.00	\$ 50.00	\$ 45.00
Monday-Thursday – Twilight	\$ 33.00	\$ 30.00	\$ 45.00	\$ 40.00
Monday-Thursday – 9 Hole	\$ 27.00	\$ 25.00	\$ 35.00	\$ 32.00
Monday-Thursday – Junior	\$ 18.00		\$ 20.00	
Friday-Sunday & Holidays – Morning	\$ 50.00	\$ 45.00	\$ 75.00	\$ 60.00
Friday-Sunday & Holidays – Afternoon	\$ 45.00	\$ 40.00	\$ 60.00	\$ 50.00
Friday-Sunday & Holidays – Twilight	\$ 40.00	\$ 35.00	\$ 50.00	\$ 45.00
Friday-Sunday & Holidays – 9 Hole	\$ 30.00	\$ 28.00	\$ 40.00	\$ 35.00
Friday-Sunday & Holidays – Junior	\$ 18.00		\$ 25.00	
Annual Membership Fees				
Fee Description	7-Day	Weekday Only		
Regular	\$ 2,200.00	\$ 1,815.00		
Regular Couple	\$ 3,520.00	\$ 2,900.00		
Senior	\$ 1,650.00	\$ 1,375.00		
Senior Couple	\$ 2,640.00	\$ 2,200.00		
Family	\$ 3,850.00	\$ 3,300.00		
Annual Student / Team Facility Use Fees				
Student Athlete (per student)	\$ 200.00			
Bag Storage (per school)	\$ 1,000.00			
Tournament Fees & Outing Upcharge Fees				
Fee Description	Monday-Thursday	Weekends & Holidays		
3rd Party / Adult (per player)	\$ 75.00	\$ 95.00		
3rd Party / Junior – 18 Holes (per player)	\$ 35.00	\$ 50.00		
3rd Party / Junior – 9 Holes (per player)	\$ 30.00	\$ 40.00		
CFGF / Adult – Resident (per player)	\$ 60.00	\$ 65.00		
CFGF / Adult – Non-Resident (per player)	\$ 75.00	\$ 95.00		
CFGF / Adult – Member (per player)	\$ 25.00	\$ 25.00		
CFGF / Adult – Junior (per player)	\$ 35.00	\$ 50.00		
Outing / League – Tee Time Only (per player)	\$ 5.00	\$ 5.00		
Outing / League – Par Package (per player)	\$ 7.00	\$ 7.00		
Outing / League – Birdie Package (per player)	\$ 10.00	\$ 10.00		
Outing / League – Eagle Package (per player)	\$ 12.00	\$ 12.00		
Outing / League – Premium Package (per player)	\$ 15.00	\$ 15.00		
Daily Special Event Fees				
Cart Barn Rental – 2-hr minimum (per hour)	\$ 300.00			
Event Lawn – Availability TBD (per hour)	\$ 250.00			
Rear Deck 1/2 – Up to 50 patrons (per hour)	\$ 100.00			
Rear Deck Full – Up to 100 patrons (per hour)	\$ 200.00			
Driving Range Tee (per hour)	\$ 300.00			
Monthly Sponsorship Fees				
Cart Sign Holder – 30 carts	\$ 55.00			
Cart Sign Holder – 45 carts	\$ 80.00			
Cart Sign Holder – All carts	\$ 150.00			
GPS Display Premier – All carts	\$ 100.00			
GPS Display Standard – All carts	\$ 50.00			

Club Tournament Hole Sponsor	\$ 50.00			
Club Tournament Title Sponsor – Diamond	\$ 5,000.00			
Club Tournament Title Sponsor – Platinum	\$ 2,500.00			
Club Tournament Title Sponsor – Gold	\$ 1,000.00			
Annual Golf Cart / Trail Fees (Membership Required)				
Fee Description	7-Day	Weekday Only		
CFGC Cart – Regular / Senior	\$ 965.00	\$ 825.00		
CFGC Cart – Couple	\$ 1,930.00	\$ 1,650.00		
CFGC Cart – Family	\$ 2,959.00	\$ 2,530.00		
Private Cart – Regular / Senior	\$ 900.00	\$ 750.00		
Private Cart – Couple	\$ 1,800.00	\$ 1,500.00		
Private Cart – Family	\$ 2,700.00	\$ 2,310.00		
Additional Fees				
Cart Rental – Regular, 18 Holes (per person)	\$ 15.00			
Cart Rental – Regular, 9 Holes (per person)	\$ 7.50			
Cart Rental – Junior, 18 Holes (per person)	\$ 8.00			
Spectator Fee	\$ 15.00			
Caddie Cart Fee	\$ 30.00			
Trail Fee	\$ 14.00			
Driving Range – Small Bucket	\$ 5.00			
Driving Range – Medium Bucket	\$ 10.00			
Driving Range – Large Bucket	\$ 15.00			
Guest Instructor – Monthly (per instructor)	\$ 250.00			



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Discuss and consider action on a Resolution approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. (BCRUA), authorizing the issuance of \$36,240,000.00 Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2025; establishing the procedures for selling and delivering the bonds and resolving other matters incident and relating to the issuance, payment, security, sale and delivery of such bonds.

BACKGROUND:

The Texas Water Development Board (TWDB) formally approved Brushy Creek Regional Utility Authority, Inc.'s ("BCRUA") loan for the construction of the Phase 2 Brushy Creek Regional Water Treatment and Distribution Project on July 22, 2021. This project will complete the construction of the Phase 2 deep-water intake with a capacity of 145 MGD, the Phase 1D treatment capacity expansion to 42 MGD, electrical utility improvements for the Phase 2 raw water pump station, and bid and construction phase services.

On August 21, 2025, City Council approved a resolution authorizing the BCRUA Board to approve a Financing Agreement with the Texas Water Development Board. The loan will span a 25 year term similar to the amortization schedules of previous bond issuances. Based on the current illustrative rates provided by the BCRUA's financial advisor, the anticipated average annual interest rate is approximately 3.79%, which equates to an anticipated annual debt service of \$2,237,500.00. The Fiscal Year 2026 Utility Fund budget includes this additional debt service cost.

This resolution would approve the BCRUA's resolution, planned for October 23, 2025, that would authorize the issuance of contract revenue bonds on behalf of the City of Leander. Subject to final approvals, closing on the funds is anticipated to occur on or before November 19, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Otis Williams, Chief Financial Officer

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$2,237,500.00
<u>Expenditure (New / Amended):</u>	Yes
<u>Recurring or one-time:</u>	New
<u>Fund source (Operating / Utility / etc.):</u>	Recurring
	Utility Debt Service

Attachments:

1. City of Leander Approving Bond Resolution 2025

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

**RESOLUTION APPROVING A RESOLUTION OF THE BRUSHY CREEK REGIONAL
UTILITY AUTHORITY, INC. AUTHORIZING THE
ISSUANCE OF CONTRACT REVENUE BONDS**

**CITY OF LEANDER §
COUNTIES OF WILLIAMSON AND TRAVIS §
STATE OF TEXAS §**

WHEREAS, the City of Leander, Texas (the "City") is a participating and founding member of the Brushy Creek Regional Utility Authority, Inc. (the "BCRUA"); and

WHEREAS, the City has approved and executed the Master Contract for the financing, construction and operation of the BCRUA Regional Water Treatment and Distribution Project as amended by a First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment thereto (collectively, the "Master Contract") between the Cities of Cedar Park, Leander and Round Rock, Texas (collectively, the "Member Cities") and the BCRUA, pursuant to which the BCRUA will construct, operate and maintain water treatment and distribution facilities for the benefit of the Member Cities; and

WHEREAS, the City has previously requested the BCRUA to issue a separate series of contract revenue bonds for the City in an amount not to exceed \$36,240,000 to finance a certain portion of the City's contribution to the BCRUA Project (as defined in the Master Contract) pursuant to the Master Contract; and

WHEREAS, pursuant to Section 4.01(d) of the Master Contract, prior to adoption of a bond resolution by the BCRUA's Board of Directors for a Member City, a substantially final copy of the Bond Resolution for the Member City and the sale and offering documents, if any, shall be presented to the City Council of the Member City for review and approval; and

WHEREAS, a substantially final copy of the BCRUA's resolution attached hereto as Exhibit "A" (the "Bond Resolution") authorizing issuance of bonds (the "Bonds") to finance a portion of the BCRUA Project as described therein has been presented to the City Council; and

WHEREAS, the Bonds are being sold to the Texas Water Development Board (the "TWDB") with the only Sale and Offering Document (as defined in the Master Contract) being the limited purpose Private Placement Memorandum required by the rules of the TWDB (the "Private Placement Memorandum"), a substantially final copy of which is attached hereto as Exhibit "B" and has been presented to the City Council; and

WHEREAS, it is hereby further officially found and determined that public notice of the time, place, and purpose of this meeting was given, all as required by Texas Government Code, Chapter 551.

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

SECTION 1. RECITALS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. Capitalized terms used herein shall have the meaning assigned in the preamble hereof or the Master Contract, unless otherwise defined.

SECTION 2. BOND RESOLUTION. The Bond Resolution attached hereto as Exhibit "A" has been presented to the City Council for review and is hereby approved as to form and content by the City Council with such changes therein or additions thereto as the City Manager or Chief Financial Officer may deem advisable. The City hereby acknowledges that the payment of principal of and interest on the Bonds is payable, in whole or in part, from the Bond Payments (as defined in the Master Contract) to be made by the City to the BCRUA under and pursuant to the Master Contract. The Bond Resolution, including the Award Certificate executed thereunder, shall constitute a Bond Resolution under the Master Contract for all purposes.

SECTION 3. OFFERING DOCUMENT. The substantially final draft of the Private Placement Memorandum related to the issuance of the Bonds attached hereto as Exhibit "B" has been presented to the City Council for review and is hereby approved by the City Council with such changes therein or additions thereto as the City Manager or the Chief Financial Officer may deem advisable.

SECTION 4. CONTINUING DISCLOSURE UNDERTAKING. In Article X of the Master Contract, the City has agreed to provide continuing disclosure of certain financial and operating data so long as the Bonds are outstanding in accordance with Rule 15c2-12 (the "Rule") of the United States Securities and Exchange Commission (the "SEC"). Due to subsequent amendments to the Rule since the execution of the Master Contract, the City hereby undertakes as follows in order to comply with the requirements of the Rule as currently in effect:

(a) Annual Reports. The City shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2025, financial statements of the City if audited financial statements of the City are then available, and (2) if not available by such time, audited financial statements of the City, when and if available. Any financial statements to be provided shall be (i) prepared in accordance with generally accepted auditing standards by a certified public account or licensed public accountant or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. If the

City changes its fiscal year, it will file notice of the change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(b) Event Notices. The City shall file notice of any of the following events with respect to the Bonds with the MSRB in a timely manner and not more than 10 business days after the occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the City;
- (13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

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

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the City in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

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

(c) Limitations, Disclaimers, and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of deposit made in accordance with Section 32 the Bond Resolution that causes the Bonds no longer to be outstanding.

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

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

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under the Master Contract for purposes of any other provision of the Master Contract.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (i) such provisions as so amended and (ii) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

(d) Format, Identifying Information, and Incorporation by Reference. All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Financial information and operating data to be provided pursuant to subsection (a) of this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's Internet Web site or filed with the SEC.

SECTION 5. CERTIFICATES. The City Manager and Chief Financial Officer are each authorized to sign an approval certificate attached hereto as Exhibit "C" reflecting the final interest rates and terms of the Bonds. The Mayor, City Secretary, City Manager and Chief Financial Officer are authorized to sign all certificates and are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Resolution and the issuance of the Bonds.

SECTION 6. CONSERVATION PLAN. The City will implement the Texas Water Development Board approved water conservation plan.

SECTION 7. IMMEDIATE EFFECT. This Resolution shall take effect immediately from and after its adoption in accordance with the law.

PASSED AND APPROVED this October 2, 2025.

Mayor
City of Leander, Texas

ATTEST:

Senior Deputy City Secretary
City of Leander, Texas

[CITY SEAL]

EXHIBIT "A"
BOND RESOLUTION

EXHIBIT "B"

FORM OF PRIVATE PLACEMENT MEMORANDUM

EXHIBIT "C"

APPROVAL CERTIFICATE

The undersigned City Manager of the City of Leander, Texas, pursuant to the resolution adopted by the City Council on October 2, 2025 (the "Approving Resolution") approving "A Resolution Approving a Resolution by the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. Authorizing the Issuance of Brushy Creek Regional Utility Authority, Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2025; Establishing the Procedures for Selling and Delivering the Bonds and Resolving Other Matters Incident and Relating to the Issuance, Payment, Security, Sale, and Delivery of Such Bonds" authorizing the issuance of obligations designated as "Brushy Creek Regional Utility Authority Inc., City of Leander, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2025" (the "Bonds"), do hereby approve the following terms of the Bonds:

- (i) the total principal amount of the Bonds of \$36,240,000;
- (ii) the purchase price for the Bonds is \$36,240,000;
- (iii) the dated date of the Bonds is November 19, 2025;
- (iv) the interest rates and maturity schedule for the Bonds are as set forth below:

<u>Stated Maturity (August 1)</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2026	\$1,360,000	_____ %
2027	\$995,000	
2028	\$1,015,000	
2029	\$1,040,000	
2030	\$1,065,000	
2031	\$1,090,000	
2032	\$1,120,000	
2033	\$1,150,000	
2034	\$1,185,000	
2035	\$1,220,000	
2036	\$1,255,000	
2037	\$1,300,000	
2038	\$1,350,000	
2039	\$1,400,000	
2040	\$1,450,000	
2041	\$1,505,000	
2042	\$1,565,000	
2043	\$1,630,000	
2044	\$1,695,000	

<u>Stated Maturity (August 1)</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2045	\$1,770,000	
2046	\$1,845,000	
2047	\$1,925,000	
2048	\$2,015,000	
2049	\$2,100,000	
2050	\$2,195,000	

- (v) the Bonds are subject to optional redemption as set forth below:

On February 1, 2036, or on any date thereafter, the Bonds of this series maturing on and after August 1, 2036 may be redeemed prior to their scheduled maturities, at the option of the Brushy Creek Regional Utility Authority Inc., with funds derived from any available and lawful source, at par plus accrued interest to the date fixed for redemption in whole or in part, only in inverse order of the maturities outstanding at the time of such redemption, and if less than all of a maturity is to be redeemed the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount).

- (vi) Interest on the Bonds accrues from the date of delivery, and interest is payable each February 1 and August 1, commencing February 1, 2026.

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EXECUTED AND DELIVERED this 2nd day of October, 2025.

City Manager
City of Leander, Texas



EXECUTIVE SUMMARY
10/2/2025

AGENDA SUBJECT:

Discuss and reconsider action on Special Use Case Z-25-0184 for a Special Use Permit to allow for a social club and game room at 107 N. US 183, denied at the September 16, 2025, regular City Council meeting.

- Discuss and consider action on the First Reading of an Ordinance regarding Special Use Case Z-25-0184 to consider action on a Special Use Permit to allow for a social club and game room on one (1) parcel of land 0.25 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R036101; and more commonly known as 107 N. US 183, Leander, Williamson County, Texas.

BACKGROUND:

A public hearing and discussion was held at the September 16, 2025, regular meeting. Following a discussion, the City Council denied the special use permit by a vote of 5-2 with Councilmember Herrera and Councilmember Naudin voting in opposition to the motion.

The Council Rules of Procedure allow for an item to be brought back for reconsideration, if requested by a member of the prevailing side. Councilmember Ross requested this item be reconsidered. Before the item can be discussed and reconsidered, a motion and a second to reconsider the item for discussion, along with a majority vote, is needed prior to any discussion on the item itself taking place. If there is a majority vote to reconsider the item, the item will be reopened for discussion and consideration. If a majority vote is not received, the item cannot be reopened for discussion and the denial of the special use permit stands.

This request is the second step in the zoning process. The applicant has submitted a request to adopt a Special Use Permit to allow for the operation of a social club and game room. The ordinance currently allows for a Gaming Room Facility by right under the Heavy Commercial (HC) zoning district. This Special Use request would allow for the Gaming Room Facility and Gaming Devices to operate within the General Commercial (GC) zoning district for a period of five (5) years with the option to request an extension.

Gaming Room Facility means a place to deal, operate, carry on, conduct, maintain, or expose for play any game, sports book, promotion, sweepstakes, or other activity electronic or otherwise that may or may not confer upon the patrons or participants the right, chance, or ability to win and or claim prizes.

Gaming Device means a clock, tape machine, slot machine, or other machine or device for the reception of money or other thing of value on chance or skill or upon action of which money or other thing of value is staked, hazarded, bet, won, or lost; or any mechanism, furniture, fixture, equipment or other device designed primarily for use in a gambling place. It does not include: (1) A coin-in-slot-operated mechanical device played for amusement that rewards the player with the right to replay such mechanical device; or (2) Vending machines by which full and adequate return is made for the money invested and in which there is no element of chance or hazard.

Although this property is located within Old Town and was included in the SmartCode, the property owner did

not opt in to the SmartCode designation. The base zoning of this property is GC-3-C (General Commercial) and follows the standards of the Composite Zoning Ordinance.

GENERAL INFORMATION:

Current Zoning: GC-3-C (General Commercial)

Size and Location: The property is located at 107 N US 183, north of W. South Street and south of W. Willis Street. Surrounding Area: This property is on the west side of N US 183 within the Old Town area. The property is located between a former restaurant and former vehicle inspection business.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Encourage development and activity in Old Town with locally-owned and unique shopping, dining, and entertainment opportunities.

Applicable Future Land Use categories

OLD TOWN

- Old Town as a future development category is intended for a mix of uses that keeps Leander historic center interesting and dynamic. New development and redevelopment within Old Town should be designed in harmony with the existing character that acknowledges Leander's heritage. This includes older buildings and historic, contributing structures along with a mix of new and adaptive reuse buildings.

Old Town buildings are to be activated towards the street, encouraging walkability, eating establishments, central gathering spaces, and civic conversation. Old Town is scaled-down urban without on-site parking requirements, high impervious cover yet green space, street tree canopy and safe mix of vehicles and pedestrians. Old Town character includes small businesses, professional office, entertainment, shopping, arts and culture elements, and civic activity, each contributing to daytime and evening buzz.

An assortment of residential is suitable and encouraged based on the context, focused on a balance of scale between building, site and streets. In the core, urban lofts and townhouses are appropriate; in the south and east districts, across US 183, attached and detached housing may be appropriate with design context and limitations.

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent is required to reach out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' are also required to be contacted.

A neighborhood was contacted through mailed letters. No responses were received.

Please see the full report from the applicant attached as Exhibit 6.

HISTORY/TIMELINE:

09/22/2005 – TOD Zoning Approved

08/14/2025 – Planning & Zoning, 1st Public Hearing

09/18/2025 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

RECOMMENDATION:

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

1. Approve the proposed Special Use request;
2. Deny the proposed Special Use request; or
3. Approve an alternative request that may include modifications to the Special Use request such as limited hours of operation, different limit of Special Use permit time frame, limit type of signage, etc.

Staff recommends Option 2 listed above – Deny the proposed Special Use request. Staff made this recommendation based on the Composite Zoning Ordinance and compatible land use types within Old Town district. The Composite Zoning Ordinance allows a gaming facility for properties zoned with the HC (Heavy Commercial) use component. This use was seen as a more intense use that was not appropriate in the GC (General Commercial) use component. The Old Town Master Plan identifies this area as the Old Town Core character district which should include a mix of land uses, with a focus on destination and activity-type uses such as restaurants, coffee shops, bars, breweries, boutiques, shops, activity centers, and/or employment centers.

“The Old Town Core is very likely residents’ and visitor’s first interaction with Old Town Leander, so this district should be planned and designed with the utmost quality in mind to bring excitement and vitality into this downtown core. The Old Town Core district should be a high priority for City Staff and local elected and appointed officials when Old Town investment decisions are discussed.”

– Old Town Master Plan.

During the meeting of August 14, 2025, the Planning & Zoning Commission recommended approval. The City Council denied the request with a 5 to 2 vote during the September 18, 2025 meeting.

PRESENTER:

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

Attachments:

1. Z-25-0184 Att 1 - Letter of Intent
2. Z-25-0184 Att 2 - Current Zoning
3. Z-25-0184 Att 3 - Future Land Use Map
4. Z-25-0184 Att 4 - Public Notification
5. Z-25-0184 Att 5 - Aerial Map
6. Z-25-0184 Att 6 - Neighborhood Outreach Summary
7. Z-25-0184 Att 7 Ordinance - Kettas SUP
8. 8-14-2025 P & Z Minutes

Ketta's Social
James Dortch
107 N HWY 183
Leander, Texas 78641
512-565-5045
6/5/2025

CITY OF LEANDER

205 N. BRUSHY CREEK

LEANDER, TEXAS 78641

CITY OF LEANDER,

I am writing to express my intent to establish **Ketta's Social**, a community-focused social club, at the property located at **107 N Hwy 183, Leander, TX 78641**. This letter serves as a preliminary expression of interest and is not intended to create a binding agreement.

Property Overview

The subject property is a single-story commercial building constructed in 2006, encompassing approximately 1,920 square feet on a 0.25-acre lot. The structure features masonry and stone veneer construction with a composition shingle roof and slab foundation. It is currently vacant and offers a versatile layout suitable for various commercial endeavors. The property is zoned GC-3-C (General Commercial) and benefits from high visibility and traffic exposure along North Highway 183, a major thoroughfare in Leander. Nearby amenities include St. David's Hospital and the Leander ACC campus, and the area is experiencing significant residential and commercial growth.

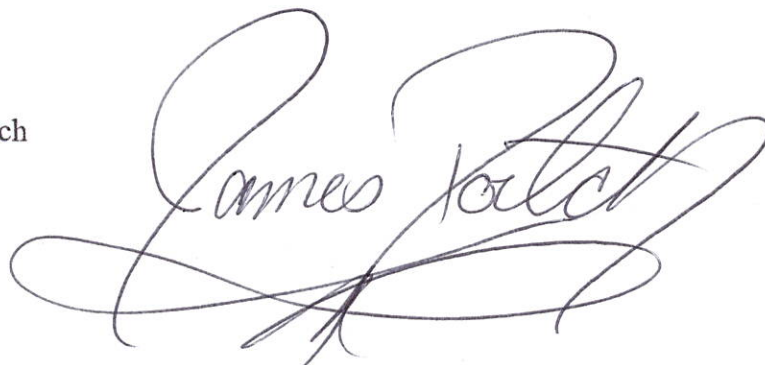
Proposed Waiver

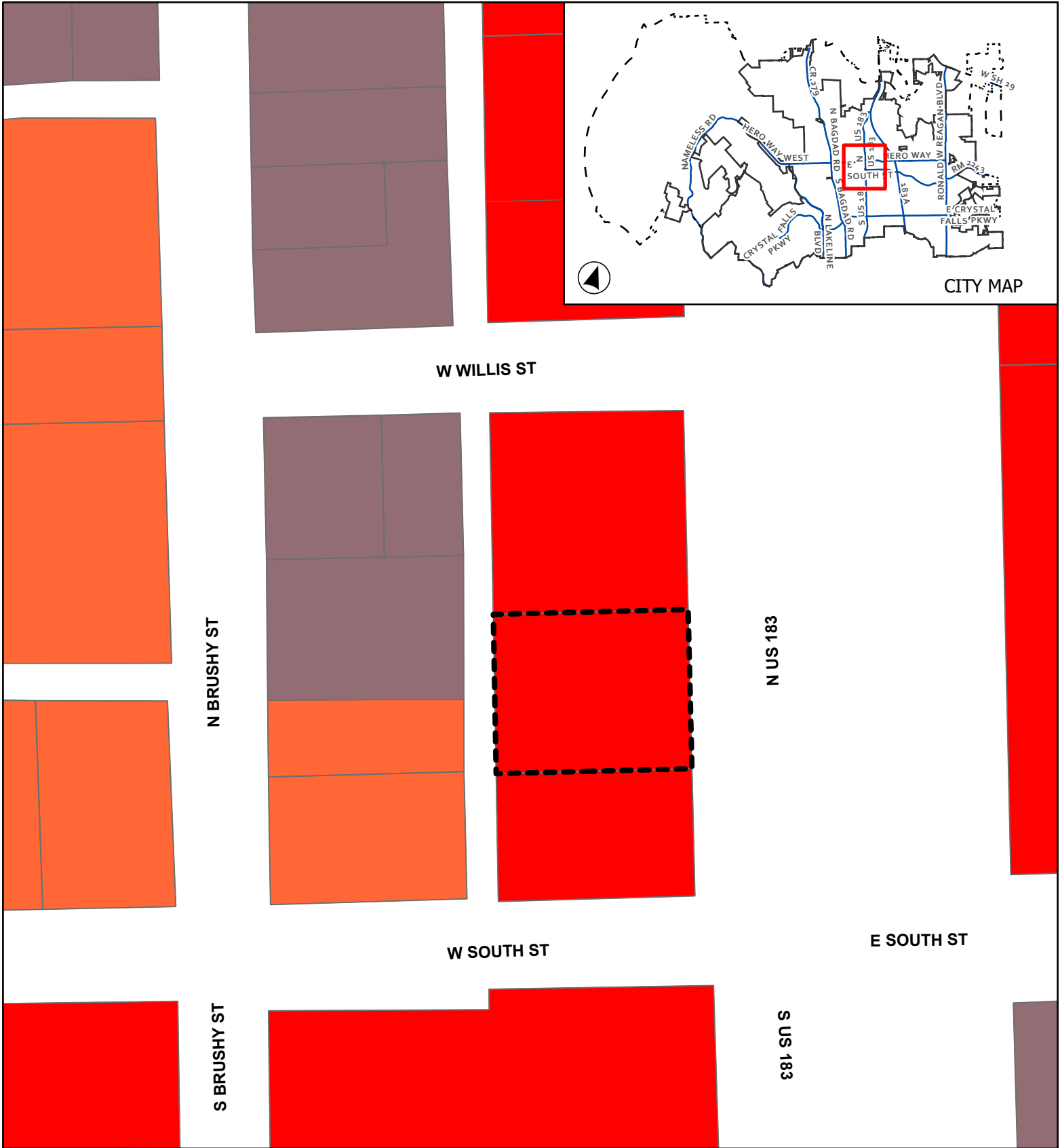
As the proposed use is not currently permitted within GC-3-C Zoning, we request a waiver of the confirming uses for this zoning to allow for the use of proposed of a social club and game room.

Reason for the special use permit.

The current GC-3-C zoning designation limits the types of activities that can be conducted at the property. To fully realize the potential of Ketta's Social and to align with the intended use of the space, we respectfully request a Special Use permit to allow for the use of a social club providing internet-based games and sweepstakes systems. The Special Use permit would a higher intensity of proposed activities such as a social club.

Sincerely, James Dortch
Consultant
Ketta's Social

A handwritten signature in dark ink, appearing to read "James Dortch", with a large, stylized flourish extending from the bottom.



Current Zoning

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

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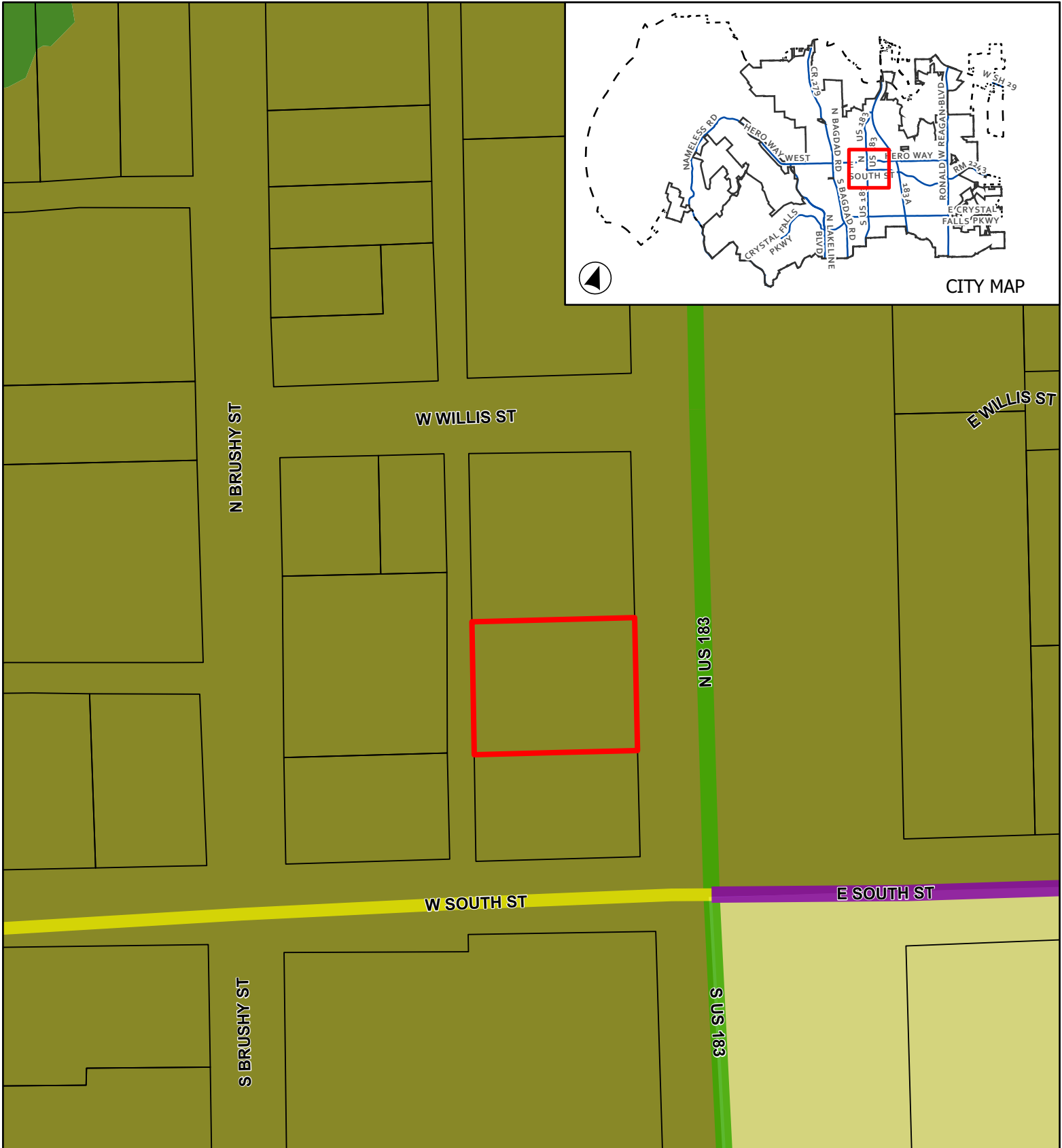
Feet

City Limits
ETJ
Subject Boundary

Current Zoning

GC - General Commercial
Civic Building
T5 - Urban Center

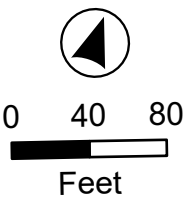
Page 315 of 326



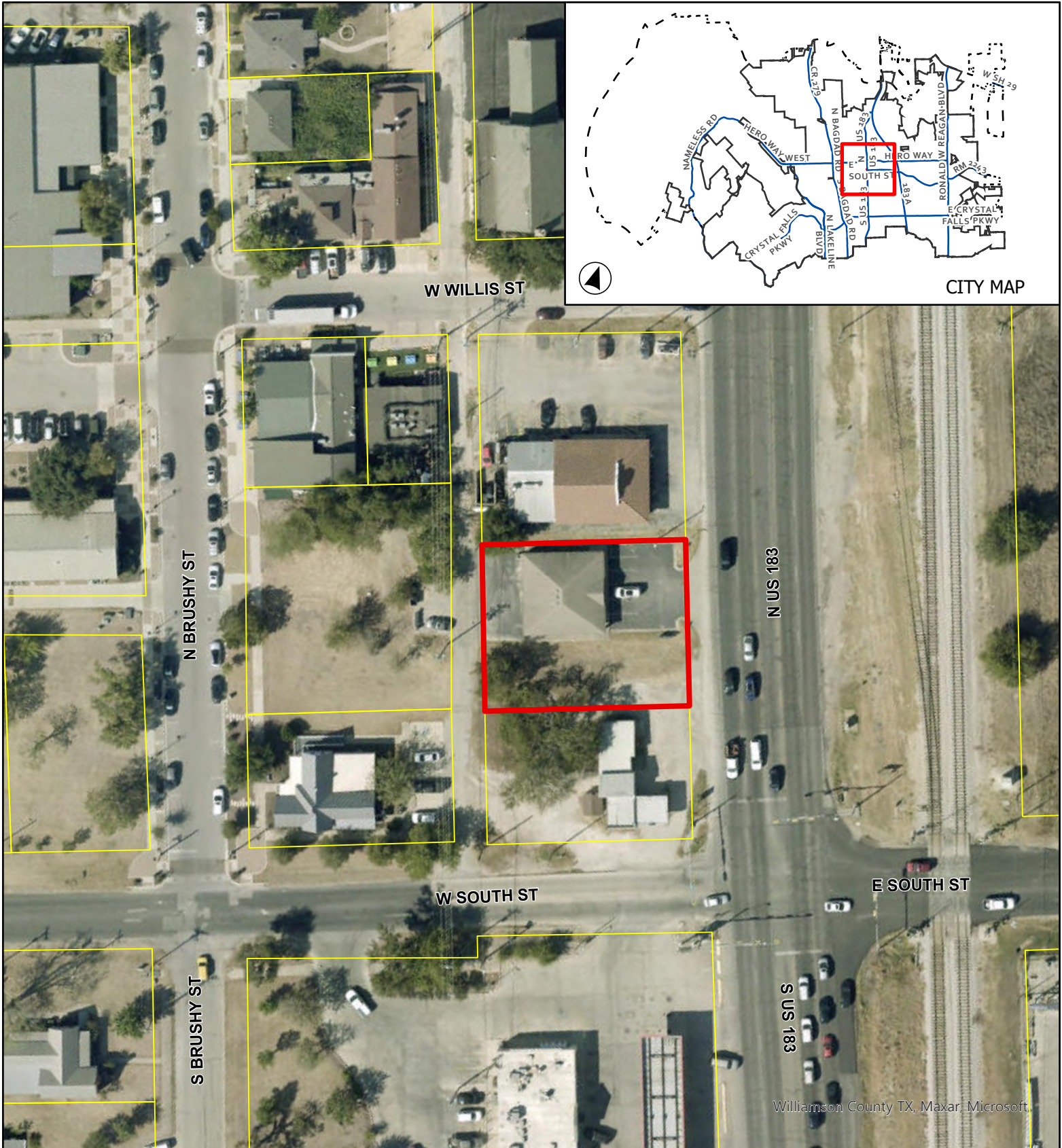
CASE: Z-25-0184 ATTACHMENT 3 KETTAS SOCIAL SUP

Future Land Use Map

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- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Arterial 6 Lane, Existing
- Arterial 4 Lane, Existing
- Collector, Existing
- Old Town
- Urban Mixed Use
- Greenway



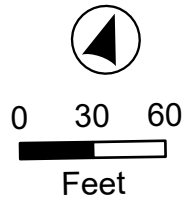
CASE: Z-24-0184

ATTACHMENT 5

KETTAS SOCIAL
SUP

Aerial Map

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



- Leander City Limits
- Subject Boundary

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

Communication Attempted with new letter of Intent to residence - No response at this time

2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

200 E Willis St.
216 E Willis St.
103 E Willis St.
206 W. Broade St.

3. What concerns were raised during these communications?

No Response at this time

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

No Response at time of attempted communication.

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

Signature:

Date

6-6-25

Ketta's Social
James Dortch
107 N HWY 183
Leander, Texas 78641
512-565-5045
6/5/2025

CITY OF LEANDER

205 N. BRUSHY CREEK

LEANDER, TEXAS 78641

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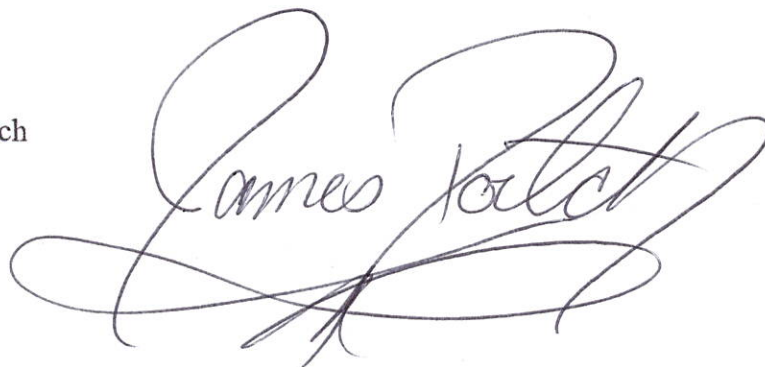
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Reason for the special use permit.

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Sincerely, James Dortch
Consultant
Ketta's Social

A handwritten signature in dark ink, appearing to read "James Dortch", with a large, stylized flourish extending from the bottom of the signature.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY APPROVING THE KETTAS SPECIAL USE PERMIT TO ALLOW FOR A SOCIAL CLUB AND GAME ROOM; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 0.25 acres $\pm$; being more particularly described in Exhibit "A"; ore commonly known as 107 N. US 183; identified by Williamson Central Appraisal District tax identification number R036101; more particularly described in Instrument Number 2024101633; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Special Use Permit is hereby approved to allow a social club and game room uses. The term of this permit shall be limited to a time frame of five (5) years. At the end of this term, the applicant has the ability to request an extension.

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

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

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

PASSED AND APPROVED on First Reading this the 2nd day of October, 2025.

FINALLY PASSED AND APPROVED on this the 16th day of October, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, August 14, 2025
Regular Meeting at 6:00 PM



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

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

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners were present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the August 7, 2025 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 6-7.

By: Board Member Lantrip
Seconded: Board Member Calame

Vote: 6 - 0

6. Approval of the minutes for meeting held on July 24, 2025.
7. Approval of the extension of the application expiration for Site Development Case SD-24-0204 Skye Multi-Family Development Recreation Improvements Minor Site Development; on one (1) parcel of land 2.783 acres $\pm$ in size; more particularly described by Williamson Central Appraisal District Parcel R646643, commonly known as 11320 Hero Way West, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0173 to amend the current zoning of SFR-2-A (Single-Family Rural) to SFR-3-A (Single-Family Rural) on one (1) parcel of land approximately 1.01 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R570333; and more commonly known as 2700 Monte Ranch Trail, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0173 as described above.

Public Hearing opened at 6:09 p.m.; Public Hearing closed at 6:31 p.m.; following discussion.

No one spoke in favor of this item.

Spoke in opposition of the request:

Jason Simental, 2700 Fishing Hole Cove;

Rocky Quach, 2540 Council Springs Pass;

Lynette Harens, 2740 Great Owl Pass;

Katherine Hidalgo, 2700 Council Springs cove;

Deborah Groyer, 2600 Council Springs Pass;

Rolando Ponce, 2720 Monte Ranch Trail;

Robert Wernersbach, 2741 Monte Ranch Trail;

Russell Hess, 2740 Monte Ranch Trail;

Anthony Roberts, 2960 Council Springs Pass;

Julia Littleton, 2620 Great Owl Pass.

29 submitted via the website in opposition of the request; see attached.

17 written public comments submitted in opposition of the request: see attached.

Motion to deny Zoning Case Z-25-0173.

By: Board Member Calame

Seconded: Board Member Mahan

Vote: 6 - 0

[The Commission took a brief recess at 7:10 p.m.; reconvened at 7:18 p.m.]

9. Conduct a Public Hearing regarding Special Use Case Z-25-0184 to consider action on a Special Use Permit to allow for a social club and game room on one (1) parcel of land approximately 0.25 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R036101; and more commonly known as 107 N. US 183, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0184 as described above.

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

No one spoke in favor or opposition of this item.

Motion to approve the Special Use Permit Z-25-0184.

By: Board Member Calame

Seconded: Board Member Lewis

Vote: 6 - 0

REGULAR AGENDA

10. Discuss and consider action on Tree Removal Case TRP-25-0039 regarding the removal of seven (7) Heritage Trees associated with the Wildspring Phase 2 Public Improvement Construction Plans (PICP-25-0199), generally located west of the intersection of Peach Drift Drive and White Mistleflower Drive, Williamson County, Texas.

Motion to approve Tree Removal Case TRP-25-0039.

By: Board Member Lantrip

Seconded: Board Member Calame

Vote: 6 - 0

11. Discuss and consider action on recommendations from the Planning & Zoning Commission for the FY 2025/2026 City Budget and Capital Improvement Program (CIP) Plan.

The Commission discussed the following recommendations:

- Install a flashing beacon at the intersection of Crystal Falls and Raider Way
- Consider the expansion of Lakewood Park towards the west
- Explore alternative access to Lakewood Park
- Consider additional parking opportunities at Lakewood Park
- Consider an amphitheater in addition to the Maintenance Staff Shop/ Break Room at the Lakewood Park
- Install bus stops within one-half mile from every resident
- Connect the CapMetro station to Old Town with a bus shuttle
- Connect the trail from east of Brushy Creek to the Regional trail near Sarita Valley

Motion to approve the recommendations from the Planning & Zoning Commission for the FY 2025/2026 City Budget and Capital Improvement Program (CIP) Plan.

By: Board Member Lewis

Seconded: Board Member Morales

Vote: 6 - 0

12. Discuss and consider action on the Planning & Zoning Commission Progress Report for September 2024 to August 2025.

Motion to approve the action on the Planning & Zoning Commission Progress Report for September

2024 to August 2025.

By: Board Member Lewis
Seconded: Board Member Oliver

Vote: 6 - 0

13. Adjournment
Meeting adjourned at 8:22 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON