



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, October 16, 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. LOMR Phase 2 update will include the status of the City's effort to update the existing FEMA effective model, specifically, with new precipitation data and terrain data in areas most impacted by recent development and provide next steps.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
5. Roll Call.
6. Recognition of service of Mayor Christine DeLisle.
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.]

8. Recognitions/Proclamations/Visitors.
 - Proclamation recognizing October 21, 2025 as Unplug Texas Day
9. Leander History including historical photographs from the Bryson collection of Leander families and significant events.
10. Staff Reports
 - Introduction of Trace Caraway, appointed as Information Technology Director.
 - 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

11. Approval of the minutes for meeting held on October 2, 2025.
12. Ratify the City Manager's appointment of Trace Caraway as Information Technology Director.
13. Approval of an Interlocal Agreement (ILA) between the City of Leander and Williamson County to provide consent for the County's participation in the design and construction of water and wastewater utility relocation related to the expansion of RM 2243 (Hero Way), with a total reimbursement amount to the County of \$2,308,356.74 to be paid by the City; and authorize the City Manager to execute any and all necessary documents.
14. Approval of the Second Reading of an Ordinance 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.
15. Acceptance of public infrastructure improvements associated with Subdivision Case PICP-23-0063 Travisso Phase 3 Sections 6 and 8 for the reclaimed water irrigation system.
16. Approval of Roadway Impact Fee (RIF) Offset Agreement for the Hwy 29 Commercial Subdivision; and authorize the City Manager to execute any and all necessary documents.
17. Approval of Task Order ARCH-LSA-CIPS23-019-02 with Lopez Salas Architects, Inc., for Golf Course Maintenance Facility Renovation (CIP P.59), in the amount of \$294,150.50; providing for the remodeling of a single-story pre-engineered metal building approximately 3,000 square feet to be used as the golf maintenance facility, including site improvements and a new single-story office building of approximately 4,000 square feet; and authorize the City Manager to execute any and all necessary documents.
18. Approval of Change Order No. 5 to the contract agreement with CMC Development and Construction Corporation, LLC for the EMS addition and expansion of Fire Station No. 2 (CIP M.16) to update the fire sprinklers in the original section of the fire station to current code compliance, including the need to add fire sprinklers throughout the attic space; increasing the current contract by an amount of \$80,173.55 for a new total of \$2,101,685.33, with an extension of 25 calendar days; and authorize the City Manager to execute any and all necessary documents.
19. Authorizing the City Manager to execute any and all necessary grant and reimbursement documents relating to the federally declared disaster, DR-4879 July Flooding event.
20. Approval to enter into an Interlocal Agreement with the City of Grand Prairie for the purpose of utilizing the City of Grand Prairie's competitively procured contract for micro surfacing pavement preservation services.

PUBLIC HEARING: ACTION

21. Conduct a Public Hearing regarding Special Use Case Z-25-0161 for a Special Use Permit to allow for outdoor sporting activities such as soccer, cricket, football, and other similar sports on two (2) parcels of land approximately 0.603 acres $\pm$ in size, more particularly described by Williamson Central Appraisal

District Parcels R036045 and R036046; and commonly known as 302 and 304 Brushy Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0161 as described above.

REGULAR AGENDA

22. Discuss and consider action on the Collective Bargaining Agreement by and between the City of Leander and Leander Professional Fire Fighter Association, Local 4298 for a term of three (3) years expiring September 30, 2028.
23. Review and consider providing direction to staff on the various City Boards, Commissions and Committees composition, purpose and duties.
24. Convene into Executive Session pursuant to Section 551.074, Personnel, to discuss appointments to the Planning and Zoning Commission and Board of Adjustment.

Reconvene into open session.
25. Discuss and consider action on appointments to the following boards, commissions and committees: Board of Adjustment, Economic Development Committee, Ethics Commission, Leander Public Arts and Cultural Commission, Planning and Zoning Commission, Tax Increment Reinvestment Zone No.1(TIRZ) Board, and the Development Authority Board, as well as the Historical Preservation Commission and the Parks and Recreation Advisory Board, if needed.
26. Discuss and consider action on an Ordinance amending Division 3, Article 1.09 of the Code of Ordinances governing the Old Town Development Incentives Program to rename the program the "Old Town Revitalization Program"; providing the purpose of the program; establishing the available incentives; providing for an application process; establishing the Old Town Revitalization Fund; providing effective date and open meetings clauses; and providing for related matters.
27. Discuss and consider an Ordinance amending the City Council Rules of Procedure.
28. Discuss and consider action on appointing a Councilmember(s) to the Capital Area Council of Governments General Assembly (CAPCOG).
29. Discuss and consider action on a Resolution appointing a member of the City Council to the Central Texas Clean Air Coalition of the Capital Area Council of Governments (CAPCOG) to fill an unexpired term expiring December 2025 and to serve a full term beginning January 2026 and expiring December 2027.
30. Discuss and consider action on appointing a Councilmember to fill the City of Leander's voting position on the Transportation Policy Board (TPB) of the Capital Area Metropolitan Planning Organization (CAMPO).
31. Council Member Closing Statements.
32. Convene into Executive Session pursuant to Section 551.071, Section 551.072 and Section 551.087, 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 to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of a Chapter 380 Agreement for Project EDA-25-008.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding property for public purpose and Chapter 380 Agreement for Project EDA-25-008.

33. Acceptance of a letter of resignation from Christine DeLisle, Mayor.

Discuss and consider action on an Ordinance ordering and establishing procedures for Special Called Election in the City of Leander to elect a Mayor to fill an unexpired term; providing for notice of election; providing election precinct and polling places; providing for early voting; providing for an effective date and open meetings clause; and providing for related matters.

Aceptación de una carta de renuncia de Christine DeLisle, Alcaldesa.

Debatar y considerar la acción sobre una Ordenanza que ordena y establece procedimientos para elecciones especiales convocadas en la ciudad de Leander para elegir un alcalde para cubrir un período no vencido; prever la notificación de la elección; proporcionar un precinto electoral y lugares de votación; prever la votación anticipada; prever una fecha de vigencia y una cláusula de reuniones abiertas; y prever asuntos relacionados.

34. 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 9 day of October 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC

Bryson Collection Pictures

OCTOBER 16, 2025



Leander School -1893'ish

J.C. & Nancy Bryson



Jess & Maude Humble



Japanese Submarine - 1943
Downtown Austin
It also spent time at UT

McBride Family

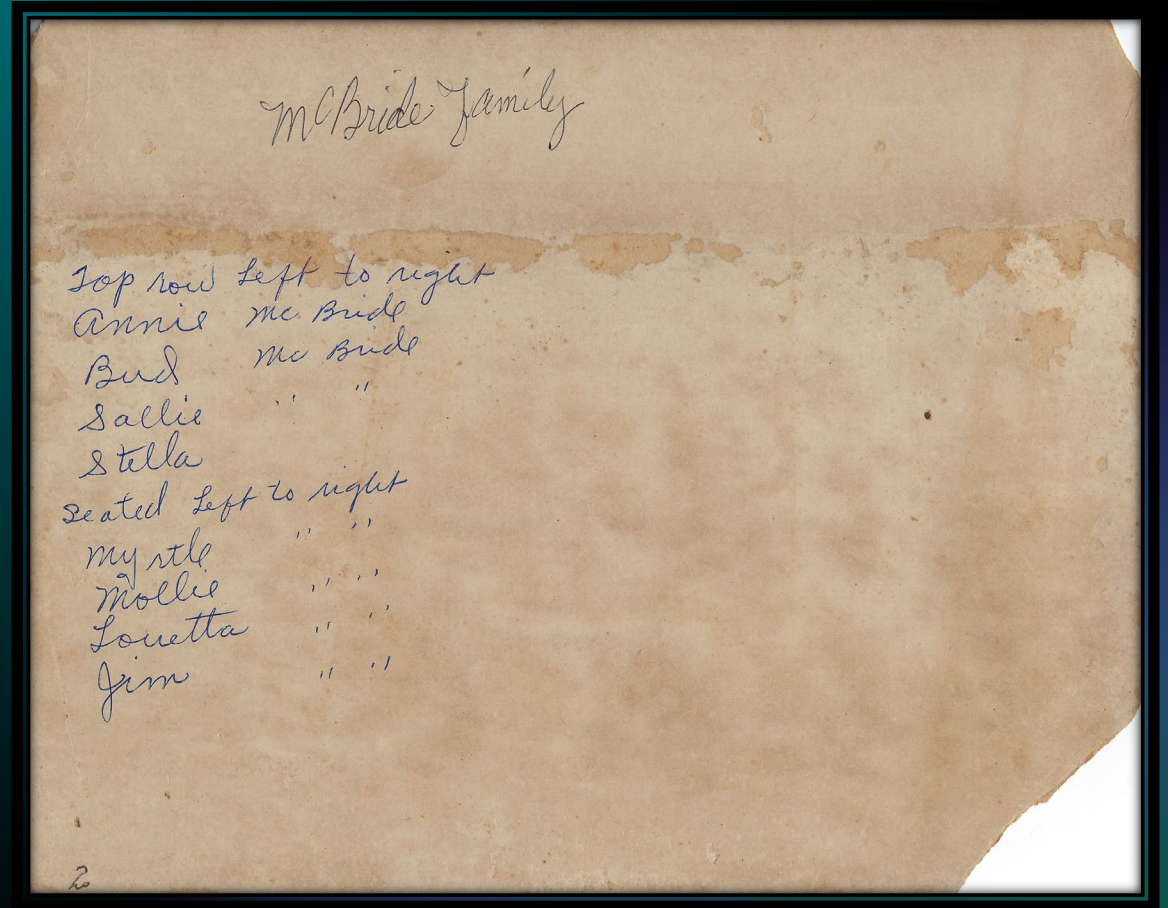
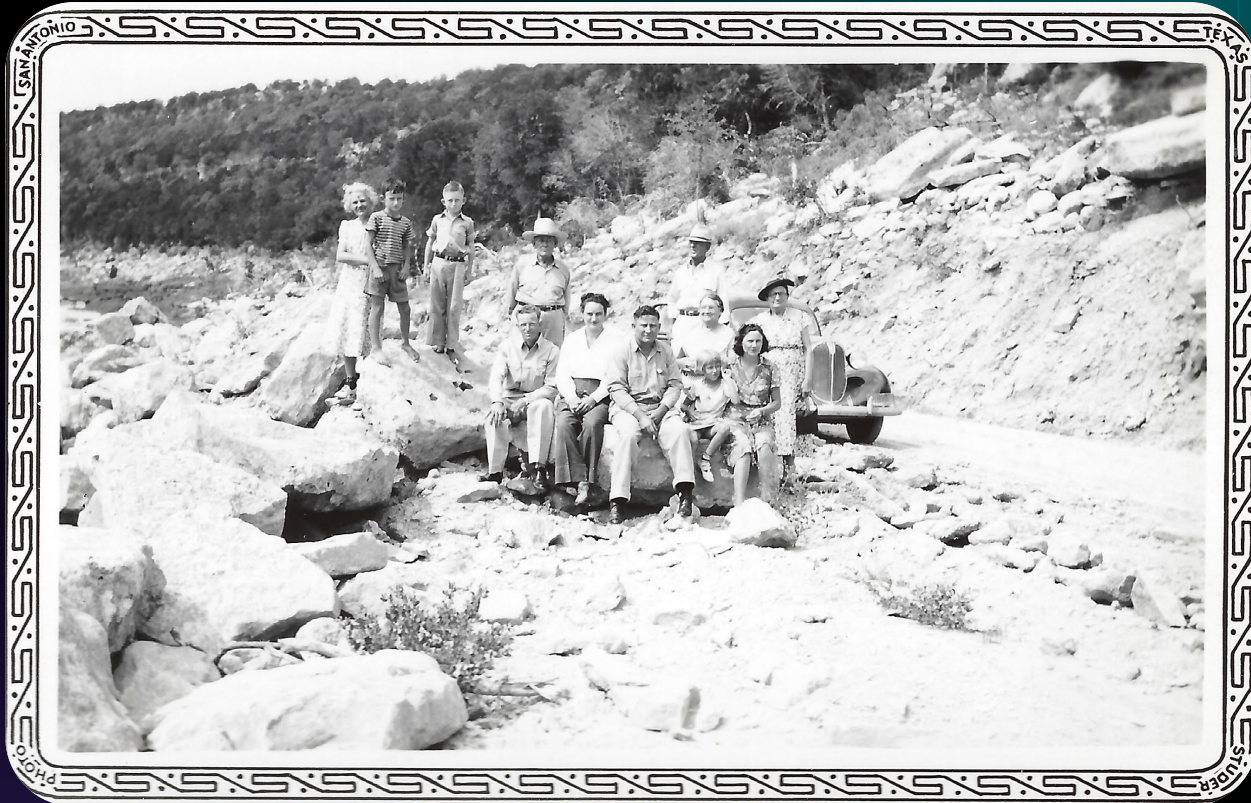


Photo back

Family at Colorado River



Sheep Shearing

Leander Man - Anywhere, Texas

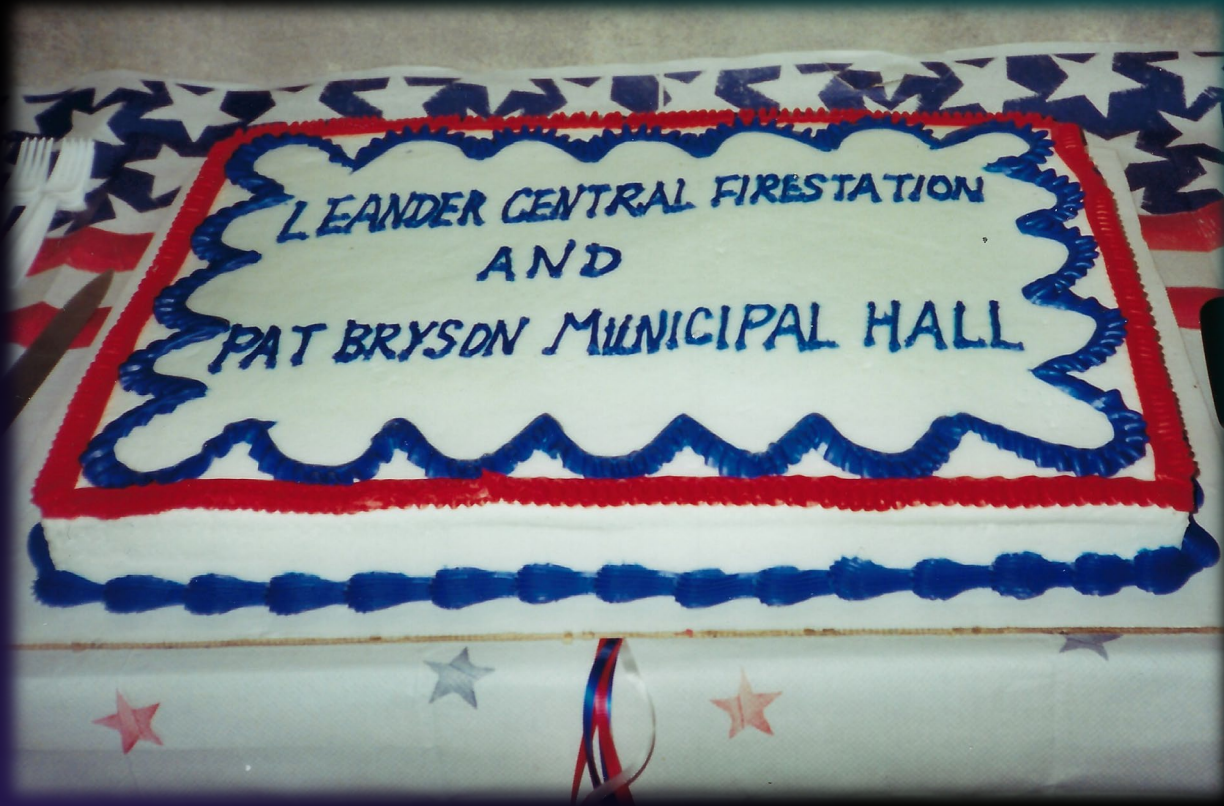


E. A. Davis' Photo Tent,

ANYWHERE, TEXAS.



Cows pulling cart - Anywhere Texas



Pat Bryson Hall Dedication – May 2002

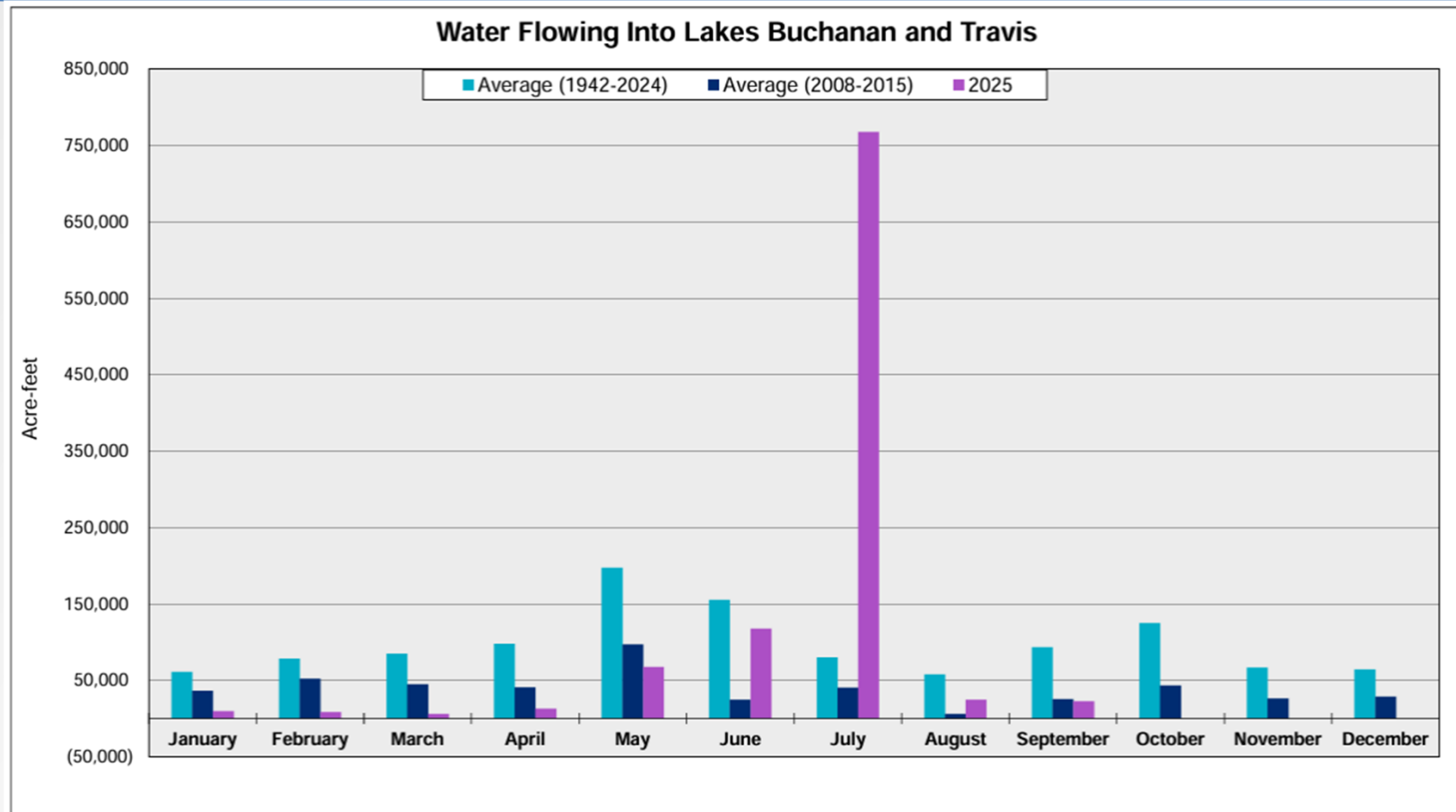


Water Update

October 16, 2025

Kenley Crowder
Director of Utilities

2025 Inflows Through September

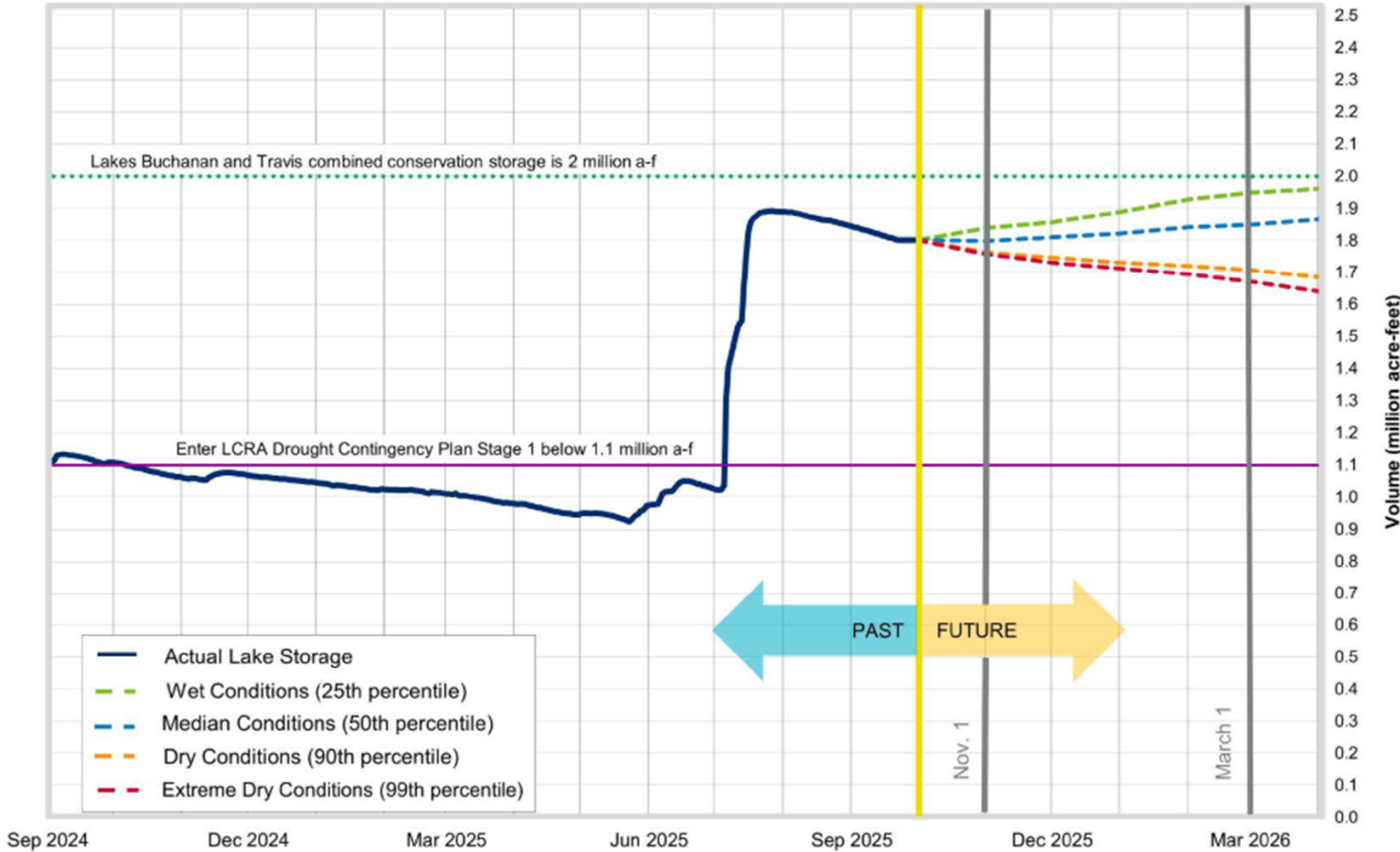


Inflows: the estimated amount of water flowing into lakes Buchanan and Travis from rivers and streams.

Data for 2024 and 2025 is preliminary and subject to change.

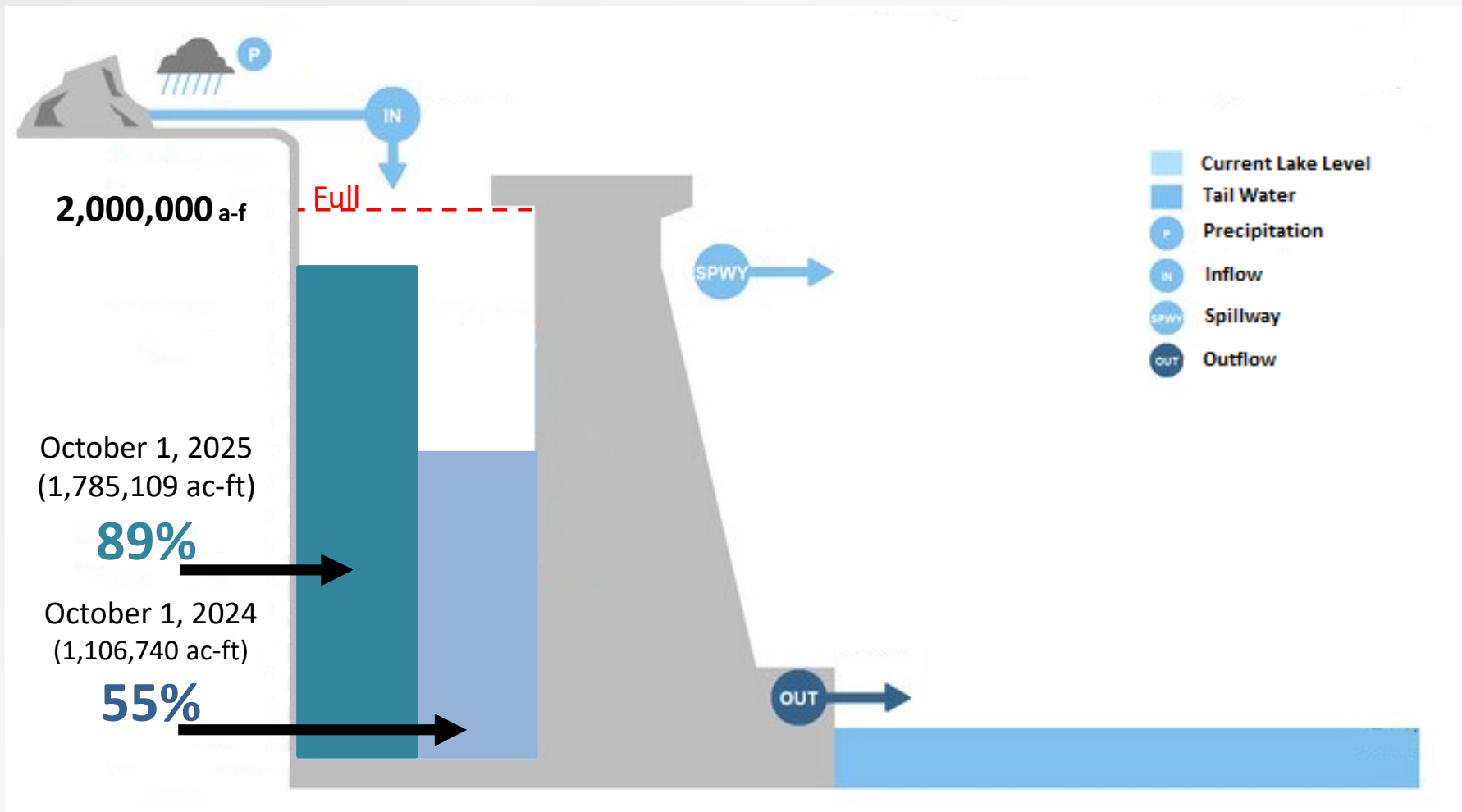
Period:	September
Since 1942, September Average (acre-feet):	93,311
2008-2015, September Average (acre-feet):	25,098
September 2025 (acre-feet):	22,354

Lakes Buchanan and Travis Total Combined Storage Projections



Date: Oct. 1, 2025
Note: One acre-foot equals 325,851 gallons

LCRA Combined Lake Storage

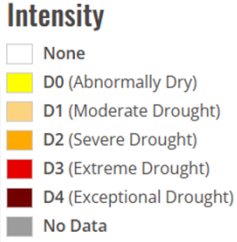
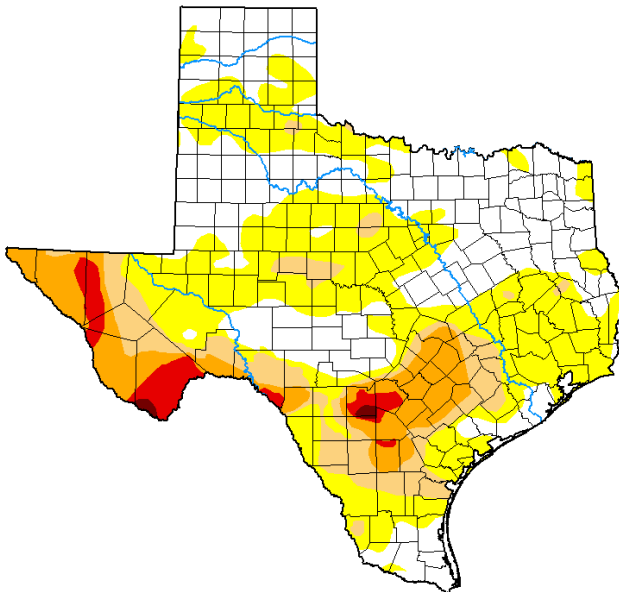
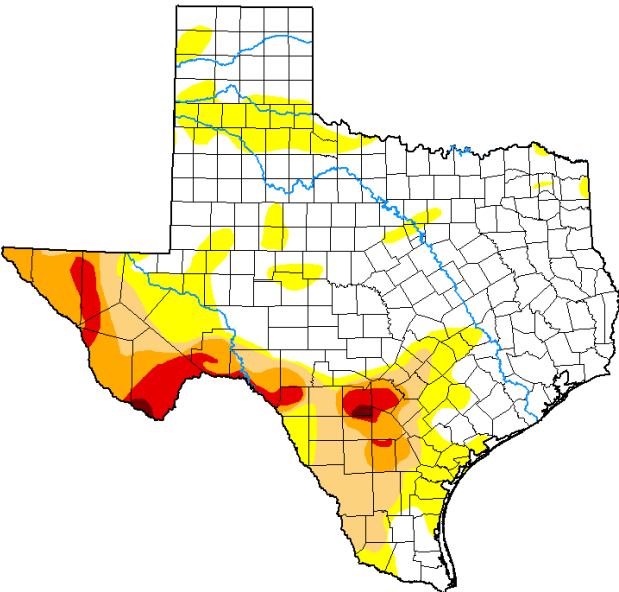
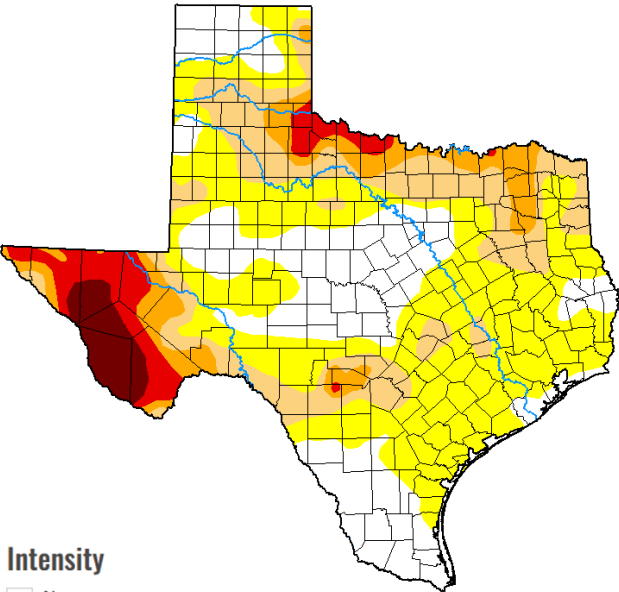


Drought Soil Moisture Monitor

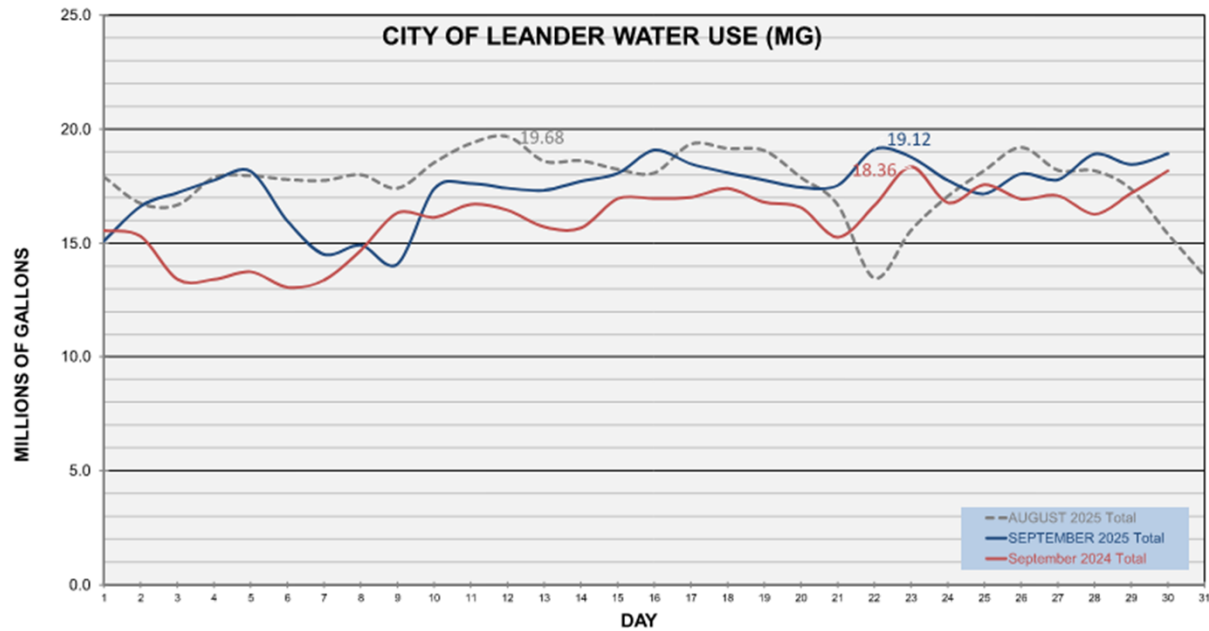
October 1, 2024

September 2, 2025

September 30, 2025



Daily Water Usage

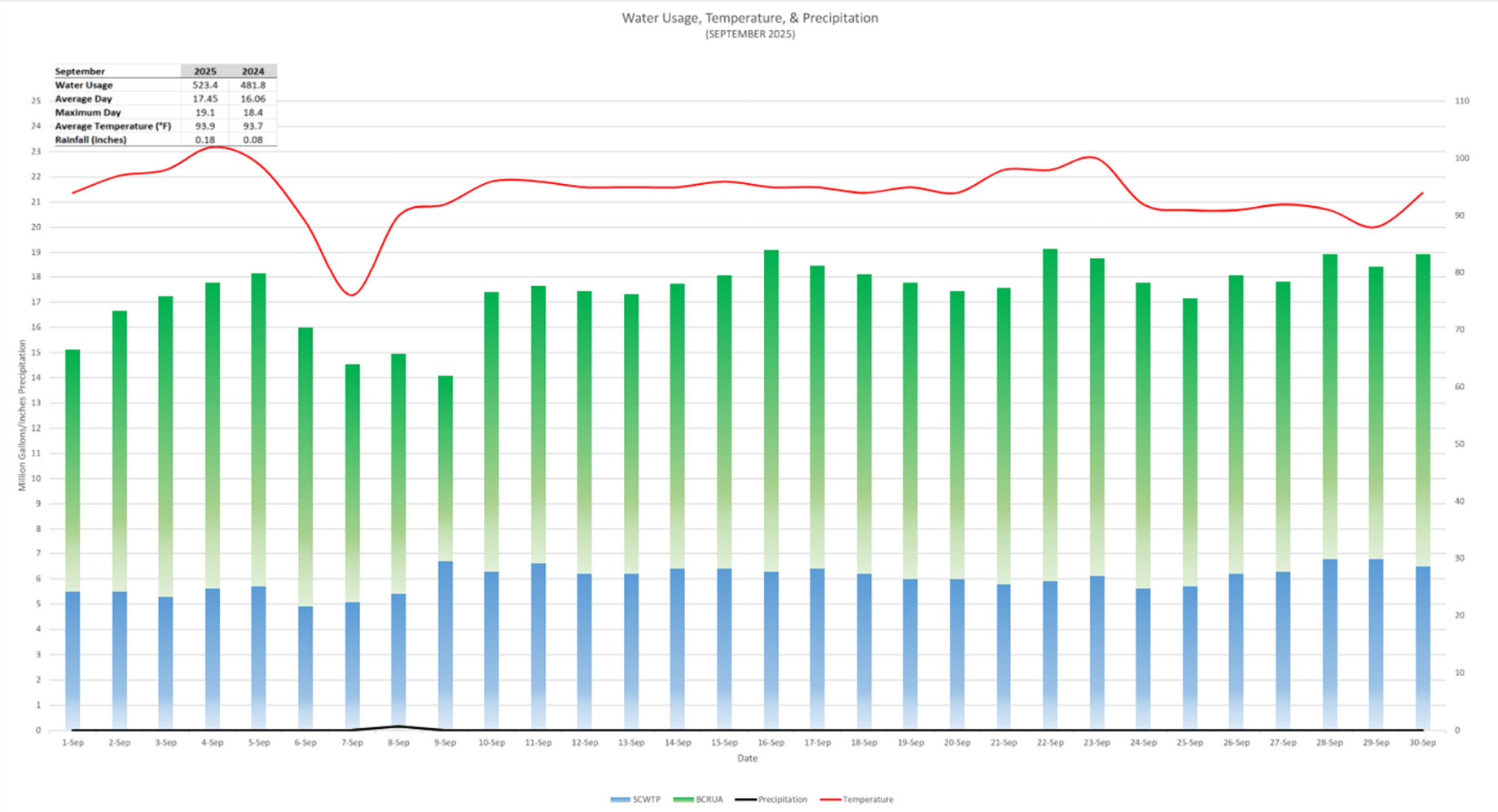


(MG)	SEPTEMBER 2025 BCRUA Reagan	SEPTEMBER 2025 BCRUA Treviño	SEPTEMBER 2025 BCRUA Bagdad	SEPTEMBER 2025 BCRUA	SEPTEMBER 2025 SCWTP	SEPTEMBER 2025 Total	SEPTEMBER 2024 Total	SEPTEMBER 2024 BCRUA	SEPTEMBER 2024 SCWTP
Total	255.94	76.80	9.26	342.99	180.40	523.39	481.76	313.56	168.20
Average	8.56	2.56	0.31	11.43	6.01	17.45	16.06	10.45	5.61
Peak Day	9.87	2.92	0.72	13.22	6.80	19.12	18.36	12.36	6.50
Min. Day	4.88	2.19	0.00	7.39	4.90	14.09	13.08	8.48	4.00

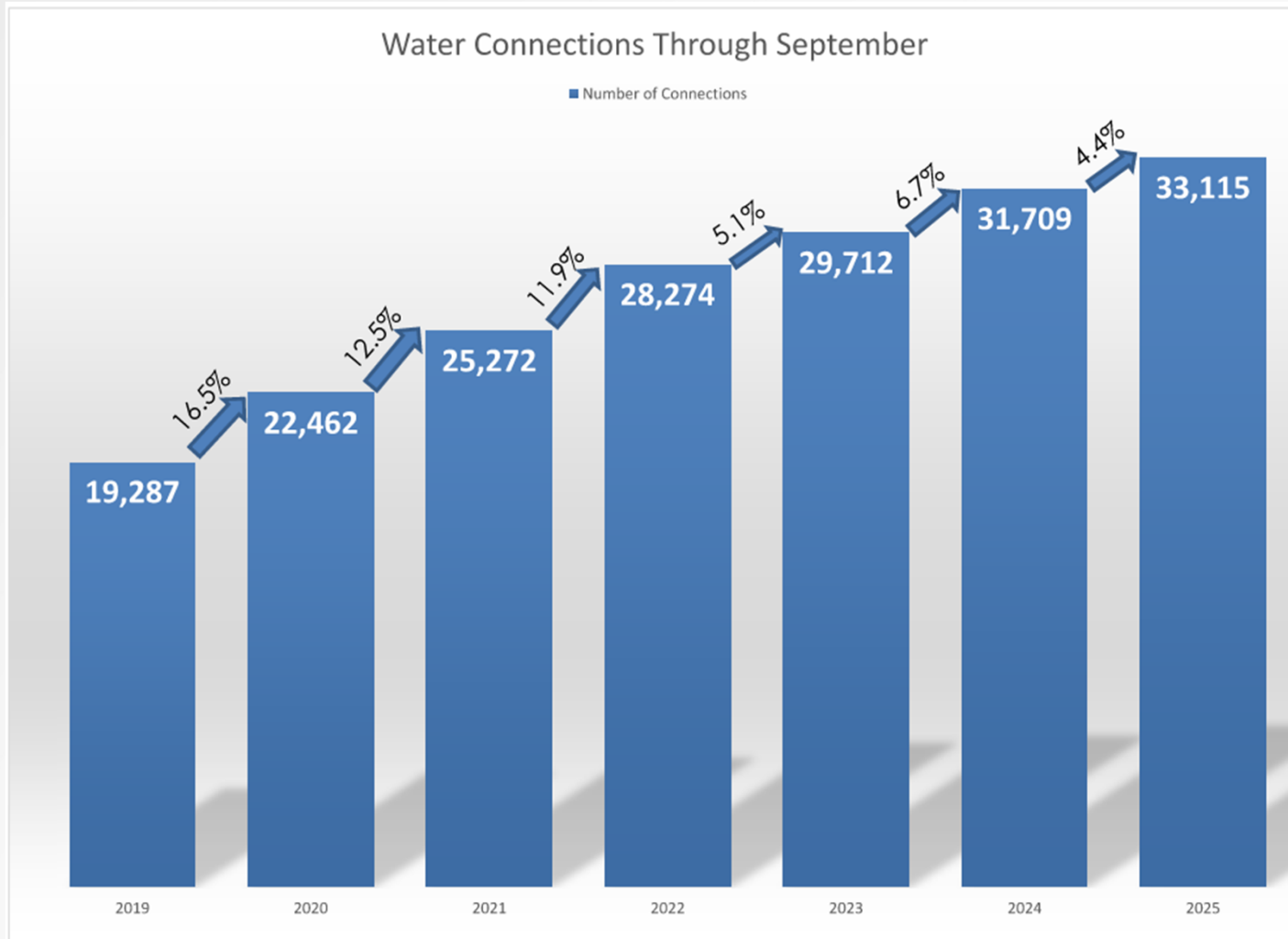
SEPTEMBER 2025 COUH	SEPTEMBER 2025 COGT
13.08	0.00
0.44	0.00
0.98	0.00
0.14	0.00

Historical Water Use																		
Year	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Month/Day	8/8	8/3	8/7	8/13	8/9	5/7	9/10	8/12	8/4	7/12	8/4	8/11	8/15	8/25	8/3	9/6	8/22	8/12
Peak Day (MG)	9.18	7.79	6.75	7.44	8.38	8.86	9.10	11.90	11.50	10.84	12.74	15.29	16.79	14.74	20.46	18.74	19.44	19.68
Avg Day (MG)	3.72	3.21	3.18	4.21	3.78	3.85	4.14	4.71	5.52	6.05	7.05	8.16	9.50	8.66	11.01	11.07	12.04	11.82
Annual (MG)	1,359	1,171	1,160	1,535	1,380	1,404	1,512	1,719	2,022	2,209	2,574	2,979	3,478	3,161	4,019	4,042	4,405	3,226
Annual (AC-FT)	4,171	3,593	3,561	4,712	4,234	4,308	4,640	5,276	6,205	6,778	7,901	9,141	10,673	9,701	12,334	12,404	13,520	9,902

Daily Water Usage with Temperature and Rainfall



Water Connection Growth



Water Conservation - September

- 80 public contacts
- Rain Barrel & Compost Bin sales
 - Closed October 12th
 - Pickup October 25th at Public Works
- 9 Landscape irrigation evaluations
 - “I would like to Thank Mr. Teeter for doing a thorough review of the irrigation system and helping in identifying the leaks and recommending proper water dispense schedule for the sprinkler system. With the new settings my water usage should be under 5000 gallons and it means a lot to me!” –Travisso Resident





EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Approval of the minutes for meeting held on October 2, 2025.

BACKGROUND:

Attached are the minutes for the meeting held on October 2, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Debora Penberg, Senior Deputy City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 10.02.2025



**MINUTES
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**

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:01 p.m.

2. Roll Call.

Roll call reflected all present.

3. Meet & Greet with Board and Commission applicants.

The Meet & Greet began at 6:01 p.m. Board applicants in attendance were Adam Robinette, Donnie Mahan, Ekaterina Luddington, Emily Brown, Gary Hampton, Harris Schanhaut, Ivan Woodson, James Oliver, Jay Coats, Jonathan Smith, Karen Lewis, Kristin Graham, Lisa Chmelar, Luke Gutierrez, Matt Pitcher, Monique Parker, Reddy Yeduru, Sheetal Gampawar, Stephan Zapparolli, and Tara Yukawa.

Adjourned briefing workshop at 6:54 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:00 p.m.; Wendell Holmes of New Birth Community Baptist Church provided the invocation; and Mayor DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

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

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

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

Vedat Grag, 1620 Stinnett Drive, commented on the upcoming Dewali Festival;
David Stading, 8790 FM 2243 commented on the VFW, activities, pumpkin patch fundraiser, and David Walden selected as the new State Commander for the VFW;
Mike Sanders, 1016 W. South Street, commented on the upcoming election, early voting location, items on the ballot, and Leander's Special Election;
Sheetal Gampawar, 3309 Estonian Red Lane, commented on the need for a temporary signal at Gabriel's Horn and Ronald Reagan Boulevard.

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.

Mayor DeLisle recognized former Councilmember Pantalion-Parker as being in attendance.

CONSENT AGENDA: ACTION

Motion: Approve Consent Items 8 through 19.

By: Mayor Pro Tem Thompson

Seconded: Councilmember McDonald

Vote: 7 - 0

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.

The public hearing opened at 7:18 p.m. No one spoke in favor or opposition of the item. The public hearing closed at 7:18 p.m.

Motion: Approve zoning case Z-25-0176, Peak Performance Park.

By: Mayor DeLisle

Seconded: Mayor Pro Tem Thompson

Vote: 7 - 0

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.

The public hearing opened at 7:21 p.m. No one spoke in favor or in opposition of the item. The public hearing closed at 7:21 p.m.

Motion: Approve adopting an ordinance amending development and building permit fees set forth in the fee schedule with the removal of resubmittal fees for commercial permits after second.

By: Mayor DeLisle

Seconded: Councilmember Chang

Vote: 7 - 0

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.

Motion: Approve a resolution approving a resolution by the Board of Directors of the BCRUA authorizing the issuance of Texas Contract Revenue bonds.

By: Mayor Pro Tem Thompson

Seconded: Councilmember Ross

Vote: 7 - 0

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.

Motion: Approve to reconsider for Special Use Case Z-25-0184 for a special use permit to allow for a social club and game room.

By: Councilmember Ross

Seconded: Councilmember Chang

Vote: 4 - 3 (DeLisle, Herrera, Chang)

Motion: Approve a special use permit for 24 months with alternative parking materials, reduced hours of operation and no BYOB.

By: Councilmember Ross

Seconded: Councilmember Naudin

Vote: 2 - 5 (DeLisle, McDonald, Thompson, Herrera, Chang)

25. Council Member Closing Statements.

Michael Herrera commented on the Bluegrass Festival.

Andrew Naudin commented on Breast Cancer Awareness Month.

Christine DeLisle commented that dinner came from Cheba Hut, the Bagdad Road Terminus and lanes between County Cork and Crystal Falls going be closed, project should wrap up mid December, Bluegrass Festival, Artoberfest and activities, and wished Councilmember McDonald happy birthday.

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.

Recessed into Executive Session at 8:02 p.m.; reconvened into open session at 8:36 p.m.

1. No action.

2. Motion: Approve the settlement agreement discussed in executive session and authorize the City Manager and City Attorney to execute any documents needed to give effect to the settlement.

By: Mayor Pro Tem Thompson

Seconded: Councilmember Ross

Vote: 7 - 0

27. Adjournment

Adjourned at 8:37 p.m.

APPROVED

MAYOR

ATTEST:

SR. DEPUTY CITY SECRETARY



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Ratify the City Manager's appointment of Trace Caraway as Information Technology Director.

BACKGROUND:

Mr. Trace Caraway has devoted 15 years to public sector and government technology leadership. His experience includes serving as the Director of Information Technology at Austin Community College (ACC), providing leadership for enterprise transformation of ERP, CRM, information technology service management, project management, cybersecurity, information technology infrastructure, and, most recently, upgrading the ACC Police Department's new computer-aided dispatch and records management systems.

Mr. Caraway was also a staff member with the Employees Retirement System (ERS) of Texas, where he provided leadership for their Defined Benefit Program transformation and ERP system enhancements. His efforts at ERS ensured that the programs and systems complied with updated legislative changes that effected all State of Texas employees' healthcare plans and retirement benefits.

His recent accomplishments include earning Certified Government Chief Information Officer (CGCIO) from Rutgers University and certification as a Change Management Practitioner in AI Adoption from PROSCI. Currently, Mr. Caraway is attaining his master's degree in Operations Management from the University of Arkansas.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

Attachments:

1. Bio Trace Caraway



Trace Caraway, CGCIO

Trace has devoted 15 years to public sector and government technology leadership. Trace served as the Director of IT at Austin Community College providing leadership for enterprise transformation of ERP, CRM, IT Service Management, Project Management, Cybersecurity, IT infrastructure and most recently ACC Police

Department's new Computer Aided Dispatch and Records Management System.

Previously with the Employees Retirement System (ERS) of Texas, he provided leadership for their Defined Benefit Program transformation and ERP system enhancements, which provided compliance for legislative law updates effecting all state of Texas employee's healthcare and retirement benefits and financials.

His recent accomplishments include earning Certified Government Chief Information Officer (CGCIO) from Rutgers University and certification as a Change Management Practitioner in AI Adoption from PROSCI. Currently, Trace is attaining his master's degree in Operations Management from the University of Arkansas.



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Approval of an Interlocal Agreement (ILA) between the City of Leander and Williamson County to provide consent for the County's participation in the design and construction of water and wastewater utility relocation related to the expansion of RM 2243 (Hero Way), with a total reimbursement amount to the County of \$2,308,356.74 to be paid by the City; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

This interlocal agreement (ILA) outlines mutual terms between the City of Leander and Williamson County for the design, reconstruction, and widening of the existing two (2) lane section of RM 2243 (Hero Way) to a three-lane (3) road from SH 183A to Garey Park, which is a project that was included in the Williamson County 2019 voter-approved Road Bond Program. Contemplated roadway improvements impact approximately three (3) miles and generally follows the existing Hero Way from 183A to Ronald Reagan Boulevard and includes a new alignment east of Ronald Reagan Boulevard to Garey Park. This is the first of three planned phases to be built over multiple years and will ultimately serve as a single frontage road. Its immediate use will serve two-way (2) traffic until future phases are built.

Based on the alignment of the widened roadway, several utilities, including Leander's water and wastewater lines, are located beneath the future roadway and will be relocated. To maximize efficiency, the City has been working with Williamson County and their design engineer to perform the design and include the relocation of approximately 5,400 linear feet of Leander's water and wastewater lines including steel encasement, manholes, and valve adjustments as part of the main construction contract.

As noted in the ILA, the estimated cost for City utility relocation design, bid, and construction management work is \$345,329.37, while construction cost associated with City utility relocation work is estimated at \$1,963,027.37 based on the Preliminary Engineer's Opinion of Probable Construction Costs. Actual construction cost reimbursement will be based on the actual bid, not the engineer's estimate. Design plans are 100% complete and currently under City of Leander permit review.

Upon execution of the ILA, the City will reimburse the County for the full amount of the design costs. Construction costs will be reimbursed on a schedule of 25% upon bid award, 50% upon 50% construction completion, and the final 25%, including any adjustments for change orders, upon substantial construction completion and acceptance by the City.

HISTORY/TIMELINE:

2013 - Williamson County Road Bond voters approved RM 2243 Realignment (Planning) (183A to Garey Park)
2019 - Williamson County Road Bond voters approved RM 2243 Realignment (183A to Garey Park)
11/04/2021 - City Council approved interlocal agreement with Williamson County for the city/county participation in right-of-way acquisition costs related to the expansion of RM 2243 (Hero Way) within the portion of the expansion that is within the city limits of Leander with a total amount of \$13,900,000.00.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$2,308,356.74
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	Utility

Attachments:

1. Wilco ILA with Exhibits

**INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF LEANDER, TEXAS, AND
WILLIAMSON COUNTY, TEXAS, IN THE DESIGN AND CONSTRUCTION COSTS
RELATED TO THE RM 2243 (HERO WAY) CONSTRUCTION PROJECT**

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

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Leander, Texas (“**City**”), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas (“**County**”). In this Agreement, the City and the County are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**.”

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, as part of the County’s Long Range Transportation Plan, the County is and has been in the process of developing, designing, and constructing improvements to RM 2243 (“**County Project**”) from 183A to Southwest Bypass, a length of approximately eight (8) miles a portion of which is within the City’s corporate limits; and

WHEREAS, currently in place under and along approximately three (3) miles of the County Project are City-owned and operated water and wastewater facilities (City Facilities); and

WHEREAS, the City is and has been in the process of providing for the relocation of City-owned facilities (“**City Project**”) in the locations shown on Exhibit “A” attached hereto for road expansion needed to accommodate growth; and

WHEREAS, to maximize efficiencies in the various aspects of road expansions which benefit City and County residents, the Parties have agreed to cooperate by having the design and construction work required for each project accomplished under one construction agreement; and

WHEREAS, for the cost of relocating the City Facilities, the City has agreed to be responsible for all design and construction costs related to the City Project, which are estimated to be \$345,329.37 and \$1,963,027.37 respectively, as set forth in the Proposed Scope of Services and Preliminary Engineer’s Opinion of Probable Construction Costs, attached hereto as Exhibit “B” (“**City Project Cost**”); and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

I. PURPOSE

1.01 General. The purpose of this Agreement is to provide consent for the County's participation in the design, utility relocation, and construction of the City Project and for the City's reimbursement to the County of the City Project's design and construction costs.

II. DESIGN AND CONSTRUCTION OF CITY PROJECT

2.01 Design of City Project. The County shall be responsible for contracting with a firm ("Design Firm") regarding the engineering and design for the City Project.

2.02 Construction of the City Project. The County will jointly bid the City Project and construct it concurrently with the County Project. The County will present all change orders regarding the City Project to the City for approval prior to acceptance by the County.

2.03 Construction Plans. The City Project plans and specifications, including any amendments, for the improvements shall be reviewed and approved by the City prior to construction. Any changes or modifications to the plans will be submitted to the City for review and approval before commencing construction or authorizing any change order. The City may consult with the contractor prior to subcontractors for the City Project beginning construction.

2.04 Inspection. City may inspect all aspects of the City Project. Upon receipt of notification from City that City's inspectors determine the construction by the County is not in accordance with the approved Project plans, the County shall cease construction until the deficiency can be identified and a corrective plan of construction implemented with the agreement of City.

2.05 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project.

2.06 Insurance, Bonds and Warranties. The County shall require the contractor for the County Project to maintain adequate insurance coverage against claims for injuries to persons and damage to property and to name the City as an additional insured on any policies related to the County Project. The County shall require all performance and maintenance bonds in favor of the City in amounts and durations satisfactory to the City. All applicable warranties shall be transferred to City upon final completion and acceptance of the County Project.

III. CITY OBLIGATIONS

3.01 Permission to Construct. City agrees to allow the County to construct the City Project on and within City property.

3.02 City Payment (Design). The City shall reimburse the County for the full amount of the City Project design, currently estimated at Three Hundred and Forty-Five Thousand Three Hundred and Twenty-Nine and 37/100 Dollars (\$345,329.37). The County shall submit a reimbursement request for the City Project design costs using the following payment schedule: 100% upon submittal and acceptance of the final plans and specifications. The City shall make a good faith effort to pay the reimbursement request within thirty (30) days after receipt of said reimbursement request from the County.

3.03 City Payment (Construction). The City shall reimburse the County for the full amount of the City Project construction costs, currently estimated at One Million Nine Hundred and Sixty-Three Thousand Twenty-Seven and 37/100 Dollars (\$1,963,027.37). The County shall submit reimbursement requests for the City Project construction costs using the following payment schedule: 25% upon awarding bid, 50% when City Project construction is 50% complete, as determined by the value of the work completed to date against the contract amount, and the final 25%, including any adjustments for change orders, upon substantial completion and acceptance by the City of the City Project. The City shall make a good faith effort to pay the reimbursement request within thirty (30) days after receipt of said reimbursement request from the County.

3.04 Texas Prompt Payment Act Compliance. Chapter 2251 of the Texas Government Code shall govern payment for goods and services. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the City of Leander Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by City in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of City fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3.05 Operation and Maintenance After Acceptance. After the City accepts the City Project, the City will own and maintain the City Project, without the need for formal conveyance.

3.06. NO LIABILITY OR WARRANTY OF SERVICES. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE

AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD-PARTY PURSUANT THIS AGREEMENT.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

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

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04. Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

LEANDER: City of Leander
Attn: City Manager
105 N. Brushy Street
Leander, Texas 78641
Telephone: (512) 528-2702
Facsimile: (512) 690-2193

COUNTY: Williamson County Commissioners Court
Attn: Steve Snell
710 S. Main Street
Georgetown, Texas 78626
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

(SIGNATURES ON FOLLOWING PAGE)

THE CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this _____ day of _____, 2025, by Christine DeLisle as Mayor of the City of Leander, Texas, on behalf of said City.

Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Steve Snell, County Judge

ATTEST:

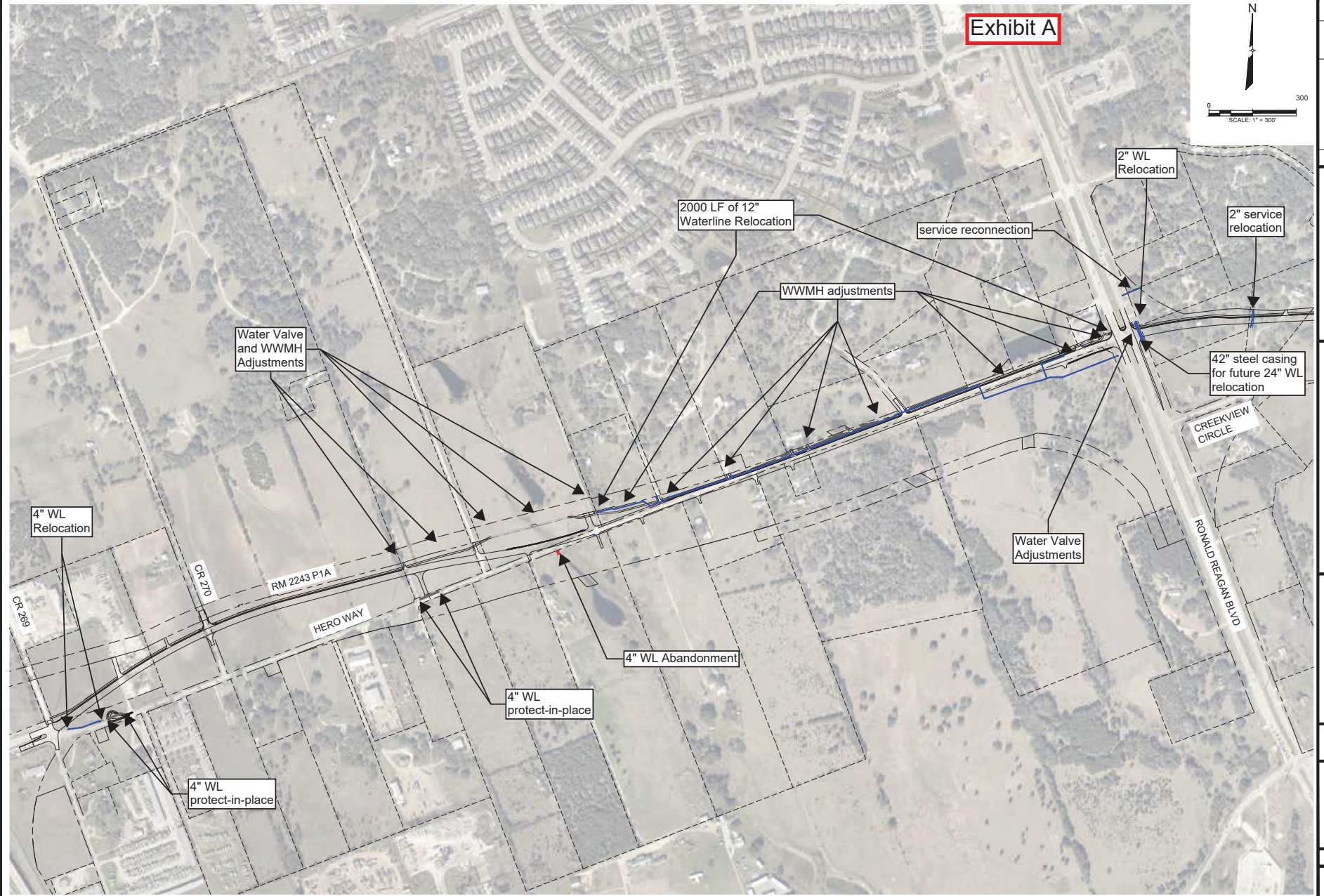
By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this
_____, by Steve Snell, County Judge of Williamson County, Texas, on
behalf of said County.

Notary Public, State of Texas

Dwg. Info: G:\CFA\2014\0308801_Williamson County\2013_Road_Bond\MUN_46_RM2243\01\DESIGN\C-100-REMAP-LA.dwg -- Tab: LA-EXHIBIT A -- Plotted: 8/20/2025 5:40 PM By: KIRSTEN VAN HOOSIER



CobbFendley
1800 N. MOORE AVE. SUITE 200
AUSTIN, TEXAS 78761
512.444.1111
WWW.COBBFENDLEY.COM

OVERALL LAYOUT
RM 2243 WWMH RELOCATIONS
LEANDER, TEXAS



C-100

Revised July 26, 2024
Revised November 14, 2024
Revised August 20, 2025

Proposed Scope of Services
RM 2243 – City of Leander Water and Wastewater Line Relocations and Adjustments

CobbFendley will provide design, bid, and construction phase services for the installation of approximately 5,400 linear feet of 2", 4", 6", and 12" water pipe, 650 linear feet of 4", 24", and 42" steel encasement installed via open trench and jack/bore, required appurtenances, wastewater manhole adjustments to grade, valve adjustments to grade, and connections to the existing 2", 4", 12", and 24" water lines associated with the construction of RM 2243 (Hero Way) from Hwy 183A to Ronald Reagan Boulevard in Williamson County. This scope assumes that the water and wastewater plans will be included in the PS&E for the roadway and drainage plans and constructed by the roadway and drainage Contractor. Below is a detailed scope of services.

I. Design Phase

During the Design Phase, CobbFendley will prepare plans and compile specifications for the construction of the water utility relocations. Below is a detailed scope of services. If relocations in addition to the ones labeled on the attached strip map are identified, an additional services proposal will be prepared to perform the necessary relocation design work. This proposal assumes that CobbFendley will prepare traffic controls and erosion controls for the water utility relocations. The design phase assumes a 30% design workshop meeting, followed by 60%, 90% and 100% submittals to City of Leander.

A. Data Development.

1. Gather and analyze data. Obtain plans and electronic files for roadway and topographical information. This scope assumes that survey information for relocations located within the ROW will be provided by the roadway engineer and that it will include data adequate to design the relocations within the ROW. This scope assumes that no additional survey will be necessary.
2. Prepare preliminary adjustment and relocation plans for relocations associated with the roadway design.
3. Coordinate with the City on preliminary layouts and relocations. Includes three (3) scope and design coordination meetings with the City.

B. Plans. CobbFendley will prepare design plans at 30%, 60%, 90% and 100% completion. 30% plans will be discussed at a design workshop meeting with the City of Leander as mentioned above. 60%, 90%, and 100% plans will be officially submitted to City of Leander for review. We anticipate the following sheets to be included in our design set.

1. Cover sheet. (1 Sheet)
2. General Notes (2 Sheets). Assemble a set of general notes using City of Leander and TCEQ standards.
3. General Legend Sheet (1 Sheet). Prepare a sheet defining linestyles and labels used in the
4. Quantity Sheet (1 Sheet). Prepare a summary of quantities sheet. A blank sheet will be included in the 30% plans. Full quantities will be included in the 90% and 100% submittals.
5. Overall Layout (1 Sheet). Prepare an overall water reference sheet to scale.
6. Erosion and Sedimentation Control Sheets (10 sheets). Prepare erosion and sedimentation control plan sheets for work outside of roadway project limits at 90% and 100% submittals at a scale of 1"=20' on 22"x34" plan sheet. Assumes 10 sheets.
7. Water Line Protect-in-place sheets (4 sheets). Prepare plan sheets for protection-in-place of water lines at 90% and 100% submittals at a scale of 1"=20' on 22"x34" plan sheet. Assumes 4 sheets.
8. Water Plan and Profile Sheets (14 Sheets). Prepare plan sheets at 30% submittal and plan and profile sheets at 60%, 90% and 100% submittals for the proposed water line relocations at a scale of 1"=20' on 22"x34" plan sheet. Assumes 14 sheets. This scope assumes fire hydrant plan and profile sheets will not be required.
9. Water Service Plan Sheets (3 Sheets). Prepare plan sheets for service relocations at 60%, 90% and 100% submittals at a scale of 1"=20' on 22"x34" plan sheet. Assumes 3 sheets.
10. Water Line Abandonment Sheet (1 sheet). Prepare plan sheets for the proposed 4-inch water line abandonment at 90% and 100% submittals at a scale of 1"=20' on 22"x34" plan sheet. Assumes 1 sheet.

11. Water Appurtenance Adjustment Sheets (3 Sheets). Prepare plan sheet at 30%, 60%, 90%, and 100% submittals showing proposed wastewater manhole adjustments at a scale of 1"=20' on 22"x34" plan sheet. Assumes 3 sheets.
12. Wastewater Adjustment Sheets (4 Sheets). Prepare plan sheet at 30%, 60%, 90%, and 100% submittals showing proposed wastewater manhole adjustments at a scale of 1"=20' on 22"x34" plan sheet. Assumes 4 sheets.
13. Water/Wastewater Detail Sheets (2 sheets). Prepare detail sheets showing standard construction details and special, project-specific details. Assumes 2 sheets.
14. Restrained Joint Calculations (1 Sheet). Perform restrained joint calculations and include a table of required lengths calculated in the plans. Assumes 1 sheet.

Note: This scope assumes that environmental clearance required for new easements, if applicable, will be handled by others. This scope assumes that additional survey needed for relocations outside of the right-of-way will be coordinated with and performed by others. This scope assumes that easement investigation and acquisition will be handled by others.

- C. Specifications. CobbFendley will assemble standard technical specifications to be included in the roadway contract documents. A list of specifications relevant to the project will be provided with the 30% and 60% submittals to the City of Leander. A full set of utility specifications required will be provided with the 90% and 100% submittals for the water line relocations. City of Leander and City of Austin standard technical specifications will be used for this project. This scope assumes that front end/contract documents will be prepared by others.
- D. Quantity Take-Off/Cost Estimate. CobbFendley will perform a quantity take off and prepare a cost estimate and bid form. A quantity take-off and cost estimate will be prepared at the 30%, 60%, 90%, and 100% submittals. Bid items to be included in the bid form will be prepared by the roadway and drainage consultant.
- E. QA/QC. CobbFendley will perform internal quality control reviews on the plans, specifications, and construction cost estimates prior to each submittal to City of Leander.
- F. 30% Design Workshop Meeting. CobbFendley will prepare 30% designs and plans to present to the City of Leander in a design workshop meeting. Discussions from this meeting will be incorporated into the subsequent 60% submittal.
- G. Submittal packages (3). CobbFendley will assemble plans and specifications and submit to City of Leander for review. This scope assumes there will be a 60%, 90% and 100% Final Bid Set submittal. CobbFendley will electronically provide 22"x34" size plans and specifications, as noted above, for each submittal.
- H. Respond to comments. CobbFendley will review comments provided by the City of Leander and prepare a written response to the comments for inclusion with the subsequent submittal.
- I. Review meetings (3). This includes three (3) submittals to City of Leander for their review and approval. If the correspondence, meetings, and revisions required by the City exceeds the number of meetings listed in this scope of services, then additional services will be required.
- J. Approvals. Coordinate with City of Leander to obtain required approvals for construction. This scope assumes that permits will be obtained by others.
- K. Project Management/Coordination. This proposal assumes a fifteen (15) month design schedule. This task assumes there may be regular coordination meetings with others, regular correspondence regarding design and overall schedule, and other miscellaneous coordination efforts.
- L. Traffic Control Coordination. This includes coordination on up to a daily basis as needed, as well as meetings with the GEC, roadway team, and utility coordination team to discuss traffic controls for the water and wastewater items that will be incorporated by the roadway team into their overall traffic control plans.
- M. Monthly Coordination Meetings. This proposal assumes, over a 12-month period, monthly coordination meetings with the GEC and occasional meetings with the roadway team and utility coordination team as needed.
- N. Developer Coordination. This proposal assumes two coordination meetings with two different developers and/or their consultant representatives along Hero Way to coordinate designs.
- O. Coordination with City. Coordination will be performed on up to a daily basis as needed to maintain communication. This also includes time for meetings as needed.

II. Bid Phase

CobbFendley will provide limited assistance in the bidding of the project. This scope assumes that the utility relocation bid items will be included in the roadway project bid and CobbFendley will provide assistance as related to City of Leander water and wastewater items only. This scope also assumes that the County will

handle bid management during the bid phase. Distribution of plans and maintenance of a plan holders list is not included in this scope. Below is a detailed scope of services for bid phase:

- A. Attend pre-bid conference. Meeting agenda and minutes prepared by others.
- B. Respond to contractor's questions during bidding process.
- C. Prepare addenda (assume 2) to address contractor questions. Distribution will be handled by others.

The following items are not included in bid phase services:

- A. Review bid tabs.
- B. Review contractor recommendation.

III. Construction Phase

CobbFendley will provide limited construction administration and observation assistance to the project and City of Leander. This scope does not include inspection services. This scope assumes construction duration of twelve (12) months. All scopes of services in this scope are related to water and wastewater utility relocations only. Below is a detailed scope of services for construction phase:

- A. Attend preconstruction meeting.
- B. Attend six (6) meetings held bi-monthly when utility adjustments are in process.
- C. Attend periodic site visits. Assume six (6) site visits (not coincident with progress meetings). If additional visits are required, then this will result in additional services.
- D. Review project submittals/shop drawings. CobbFendley will review each submittal up to two (2) times. If the Contractor requires a third submittal, it will be reviewed as an additional service and at the Contractor's expense, as will be written in the contract documents. This scope assumes 25 submittals.
- E. Respond to Requests for Information (RFI). CobbFendley will coordinate with City of Leander and the Contractor on RFIs and respond with clarifications as needed. This scope assumes twelve (12) RFIs.
- F. Change Orders. CobbFendley will assist in negotiation and preparation of change order documents, should they be necessary. This scope assumes two (2) change orders.
- G. Project Close Out. CobbFendley will assist with closing out the contract, reviewing final pay application and affidavits, and preparing a Concurrence Letter.
- H. Record Drawings. CobbFendley will prepare a set of record drawings based on Contractor's redlines in the field. Record drawings will be provided to the City electronically.
- I. Project Management. This proposal assumes a twelve (12) month construction schedule for water/wastewater items. This task assumes there may be regular coordination meetings with others, regular correspondence regarding construction schedule, and other miscellaneous coordination efforts.

The following items are not included in construction phase services:

- A. Review of pay estimates.
- B. This Construction Phase Services assumes that one project inspector amongst the stakeholders will be assigned and there will not be coordination amongst the various stakeholders during construction.
- C. Final Walk Through and Punch List.

RM 2243
City of Leander
Water and Wastewater Relocations/Adjustments

Task	Labor	Expense	Total Fee
Design	\$218,360.37	\$1,906.00	\$220,266.37
Bid	\$5,778.28	\$56.00	\$5,834.28
Construction	\$118,512.72	\$716.00	\$119,228.72
Total	\$342,651.37	\$2,678.00	\$345,329.37

		Hours						Expenses						
		\$272.94 per hour	\$226.48 per hour	\$197.45 per hour	\$174.22 per hour	\$176.91 per hour	\$121.95 per hour	\$0.655 per mile	\$15.000 per each	\$0.150 per sheet	\$1,500.000			
ID	Task	Senior Project Manager	Senior Engineer	Proj Engr III	Proj Engr II	Senior Technician	Administrative	Mileage	Delivery	Copies	Review Fee	Total Hours	Total Budget	
	Design Phase													
A	Data Development													
A1	Gather and analyze data.			24	24	30		80				78	\$14,227.38	
A2	Prepare preliminary adjustment and relocation plans for relocations associated with interim roadway design.			12	36	24						72	\$12,887.16	
A3	Coordination meetings with City (3)	5		6								11	\$2,549.40	
B	Plans							400				0	\$0.00	
B1	Cover (1 sheet)			3	3	3						9	\$1,645.74	
B2	General Notes (2 sheets)				3	3						6	\$1,053.39	
B3	General Legend (1 sheet)				4							4	\$696.88	
B4	Summary of Quantities (1 sheet)				4							4	\$696.88	
B5	Overall Layout (1 sheet)				8							8	\$1,393.76	
B6	Erosion and Sedimentation Controls (10 sheets)				40							40	\$6,968.80	
B7	Water Line Protect-in-place (4 Sheets)				24							24	\$4,181.28	
B8	Water Plan and Profile (14 sheets)				392							392	\$68,294.24	
B9	Water Service Plan (3 Sheets)				27							27	\$4,703.94	
B10	Water Line Abandonment (1 sheet)				6							6	\$1,045.32	
B11	Water Appurtenance Adjustments (3 Sheets)				18							18	\$3,135.96	
B12	Wastewater Adjustments (4 sheets)				24							24	\$4,181.28	
B13	Water/Wastewater Details (2 sheets)				5							5	\$871.10	
B14	Restrained Joint Lengths (1 Sheet)			4	10							14	\$2,532.00	
C	Specifications			12	24							36	\$6,550.68	
D	Quantity Take-Off/Cost Estimate			16	32							48	\$8,734.24	
E	QA/QC			126								126	\$24,878.70	
F	Design Workshop Meeting	2		4	6							12	\$2,381.00	
G	Submittal Packages (3)			9	15						1	24	\$4,390.35	
H	Respond to Comments (3)			9	9							18	\$3,345.03	
I	Review Meetings (3)			9	9							18	\$3,345.03	
J	Approvals			3	3							6	\$1,115.01	
K	Project Management/General Coordination			30			38					68	\$10,557.60	
L	Traffic Control Coordination			30	30							60	\$11,150.10	
M	Monthly Coordination Meetings (12 months)			12	12							24	\$4,460.04	
N	Developer Coordination			2	2							4	\$743.34	
O	Coordination with City			18	12							30	\$5,644.74	
	Hour Sub Total	7	0	309	726	60	38	480	0	0	1	1140		
	Subtotal Labor Costs	\$1,910.58	\$0.00	\$61,012.05	\$126,483.72	\$10,614.60	\$4,634.10	\$314.40	\$0.00	\$0.00	\$1,500.00		\$218,360.37	
	Subtotal Expense Costs													\$1,906.00

	Bid Phase													
A	Attend pre-bid conference			2	6			80				8	\$1,440.22	
B	Respond to contractors' questions	2		4	8							14	\$2,729.44	
C	Prepare addenda (1)	1		2	4		2					9	\$1,608.62	
	Hour Sub Total	3	0	8	18	0	2	80	0	0	0	31		
	Subtotal Labor Costs	\$818.82	\$0.00	\$1,579.60	\$3,135.96	\$0.00	\$243.90	\$52.40	\$0.00	\$0.00	\$0.00		\$5,778.28	
	Subtotal Expense Costs													\$56.00

	Construction Phase													
A	Attend preconstruction meeting			2	6			80				8	\$1,440.22	
B	Attend bi-monthly progress meetings (6)			18	54			480				72	\$12,961.98	
C	Attend site visits (6)			8	24			480				32	\$5,760.88	
D	Review submittals (25)			25	50		25					100	\$16,696.00	
E	Respond to RFIs (12)			24	72	36						132	\$23,651.40	
F	Change orders (2)		6	12	24	24						66	\$12,155.40	
G	Project close-out			6	12							18	\$3,275.34	
H	Record drawings		24	36	96	36						192	\$35,637.60	
I	Project Management/Coordination			24			18					42	\$6,933.90	
	Hour Sub Total	0	30	155	338	96	43	1040	0	0	0	662		
	Subtotal Labor Costs	\$0.00	\$6,794.40	\$30,604.75	\$58,886.36	\$16,983.36	\$5,243.85	\$681.20	\$0.00	\$0.00	\$0.00	\$0.00	\$118,512.72	
	Subtotal Expense Costs													\$716.00

Task	Labor	Expense	Total Fee
Design	\$218,360.37	\$1,906.00	\$220,266.37
Bid	\$5,778.28	\$56.00	\$5,834.28
Construction	\$118,512.72	\$716.00	\$119,228.72
Total	\$342,651.37	\$2,678.00	\$345,329.37

Williamson County Road Bond RM 2243 City of Leander Water and Wastewater Line Relocations Engineer's Opinion of Probable Construction Cost - 100% 9/22/2025					
ITEM	Description	Unit	Quantity	Unit Cost	Total Cost
TxDOT Pay Items - Erosion and Sedimentation Controls					
160 WC02 COL	FURNISHING AND PLACING TOPSOIL (4")	SY	10610	\$ 5.63	\$ 59,734.30
161 7006 COL	EROSION CONTROL COMPOST (4")	SY	2657	\$ 3.06	\$ 8,130.42
162 WC04 COL	MULCH SODDING	SY	2657	\$ 4.50	\$ 11,956.50
164 WC04 COL	BROADCAST SEED (PERM URBAN CLAY)	SY	21220	\$ 0.89	\$ 18,885.80
164 WC05 COL	BROADCAST SEED (TEMP WARM)	SY	10610	\$ 0.89	\$ 9,442.90
164 WC06 COL	BROADCAST SEED (TEMP COOL)	SY	10610	\$ 0.89	\$ 9,442.90
166 7002 COL	FERTILIZER	TON	0.7	\$ 1,500.00	\$ 1,050.00
168 WC01 COL	VEGETATIVE WATERING	MG	212.20	\$ 60.00	\$ 12,732.00
506 7002 COL	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	216	\$ 33.00	\$ 7,128.00
507 7011 COL	ROCK FILTER DAMS (REMOVE)	LF	216	\$ 10.00	\$ 2,160.00
506 7039 COL	TEMP SEDMT CONT FENCE (INSTALL)	LF	2480	\$ 3.50	\$ 8,680.00
506 7041 COL	TEMP SEDMT CONT FENCE (REMOVE)	LF	2480	\$ 1.00	\$ 2,480.00
Subtotal Erosion and Sedimentation Controls					\$ 131,374.82
City of Leander (Austin) Pay Items - WATER					
501S-24	Jacking or Boring 24" Pipe, Steel Encasement Pipe	LF	117	\$ 720.00	\$ 84,240.00
504S-3W	Adjusting Water Valve Boxes to Grade	EA	13	\$ 1,000.00	\$ 13,000.00
SP504S-1FH	Adjusting Fire Hydrants to Grade	EA	3	\$ 1,500.00	\$ 4,500.00
504S-1WM	Adjusting Water Meter Boxes to Grade	EA	1	\$ 1,000.00	\$ 1,000.00
505S-B-3	Encasement Pipe, 3" Dia., Steel	LF	55	\$ 80.00	\$ 4,400.00
505S-B-24	Encasement Pipe, 24" Dia., Steel	LF	288	\$ 360.00	\$ 103,680.00
505S-B-42	Encasement Pipe, 42" Dia., Steel	LF	123	\$ 630.00	\$ 77,490.00
509S-1	Trench Excavation Safety Protection System (All Depths)	LF	5448	\$ 3.25	\$ 17,706.00
510-AW1HDPE	Pipe, 1 inch Dia. HDPE DR9 (all depths), Including Excavation and Backfill	LF	244	\$ 30.00	\$ 7,320.00
510-AW2HDPE	Pipe, 2 inch Dia. HDPE DR9 (all depths), Including Excavation and Backfill	LF	153	\$ 45.00	\$ 6,885.00
510-AW-2PVC	Pipe, 2 inch Dia. PVC SCH 80 (all depths), Including Excavation and Backfill	LF	104	\$ 50.00	\$ 5,200.00
510-AW-4PVC	Pipe, 4" Dia. PVC, C-900, DR-14, all depths, Complete in Place, Including Excavation and Backfill	LF	232	\$ 60.00	\$ 13,920.00
510-AW-12PVC	Pipe, 12" Dia. PVC, C-900, DR-14, all depths, Complete in Place, Including Excavation and Backfill	LF	2052	\$ 200.00	\$ 410,400.00
510-AWRJ-2PVC	Pipe, 2" Dia. PVC, SCH 80 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	63	\$ 60.00	\$ 3,780.00
510-AWRJ-4PVC	Pipe, 4" Dia. PVC, C-900, DR-14 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	26	\$ 65.00	\$ 1,690.00
510-AWRJ-6DI	Pipe, 6" Dia. DI CL-350 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	91	\$ 90.00	\$ 8,190.00
510-AWRJ-12PVC	Pipe, 12" Dia. PVC, C-900, DR-14 (Restrained), all depths, Complete in Place, Including Excavation and Backfill	LF	2136	\$ 220.00	\$ 469,920.00
510-FW-3	Concrete Trench Cap, 3 Ft. Width	LF	341	\$ 200.00	\$ 68,200.00
510-FW-5	Concrete Trench Cap, 5 Ft. Width	LF	47	\$ 250.00	\$ 11,750.00
510-KW	Ductile Iron Fittings (C-153 Weight Schedule)	TON	2.02	\$ 23,000.00	\$ 46,460.00
510-JW2x2	Wet Connections, 2"x2"	EA	2	\$ 1,500.00	\$ 3,000.00
510-JW4x4	Wet Connections, 4"x4"	EA	2	\$ 2,500.00	\$ 5,000.00
510-JW12x6	Wet Connections, 12"x6"	EA	1	\$ 6,000.00	\$ 6,000.00
510-JW12x12	Wet Connections, 12"x12"	EA	3	\$ 9,000.00	\$ 27,000.00
510-IW24x2	Pressure Taps, 24"x2"	EA	1	\$ 12,000.00	\$ 12,000.00
511S-A-6	Valves, Gate Type, 6 in Dia.	EA	4	\$ 4,800.00	\$ 19,200.00
511S-A-12	Valves, Gate Type, 12 in Dia.	EA	14	\$ 9,000.00	\$ 126,000.00
511S-B	Fire Hydrant Assembly	EA	4	\$ 7,500.00	\$ 30,000.00
SP510-A-2"	Restrain Existing PVC Pipe, 2" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	2	\$ 1,000.00	\$ 2,000.00
SP510-A-4"	Restrain Existing PVC Pipe, 4" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	2	\$ 2,500.00	\$ 5,000.00
SP510-A-12"	Restrain Existing PVC Pipe, 12" Diameter; Includes bell or mechanical joint restraints and other incidentals necessary to complete; pipe shall be restrained at a minimum the length of called for on the plans, but shall be restrained up to the next joint	EA	2	\$ 8,000.00	\$ 16,000.00
SP510-B	Water Service Relocation, including new meter, new meter box, 2" Corporation Stop, Tap to Main, as well as removal of the existing meter, box and components	EA	5	\$ 6,500.00	\$ 32,500.00
SP510-BW	Water Service Pipe Reconnection	EA	5	\$ 4,000.00	\$ 20,000.00
SP511-J	Remove Existing Fire Hydrant, including plugging of pipe, installation of blind flange as needed, labor, equipment, and other incidentals	EA	1	\$ 1,000.00	\$ 1,000.00
SP511-K-12"	Remove Existing 12" gate valve, including plugging of pipe, installation of blind flange as needed, labor, equipment, and other incidentals	EA	2	\$ 1,000.00	\$ 2,000.00
City of Leander (Austin) Pay Items - WASTEWATER					
506-1WW	Minor Manhole Height Adjustment, 48" Dia.	EA	3	\$ 4,000.00	\$ 12,000.00
506-2WW	Major Manhole Height Adjustment, 48" Dia.	EA	11	\$ 6,000.00	\$ 66,000.00
Subtotal W/WW Construction					\$ 1,744,431.00
W/WW Contingency (5%)					\$ 87,221.55
Grand Total Construction					\$ 1,963,027.37



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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.

BACKGROUND:

This request is the final 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 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
- 10/02/2025 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

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 Planning & Zoning Commission 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.

The City Council unanimously approved the Zoning request during the October 2, 2025 meeting.

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.

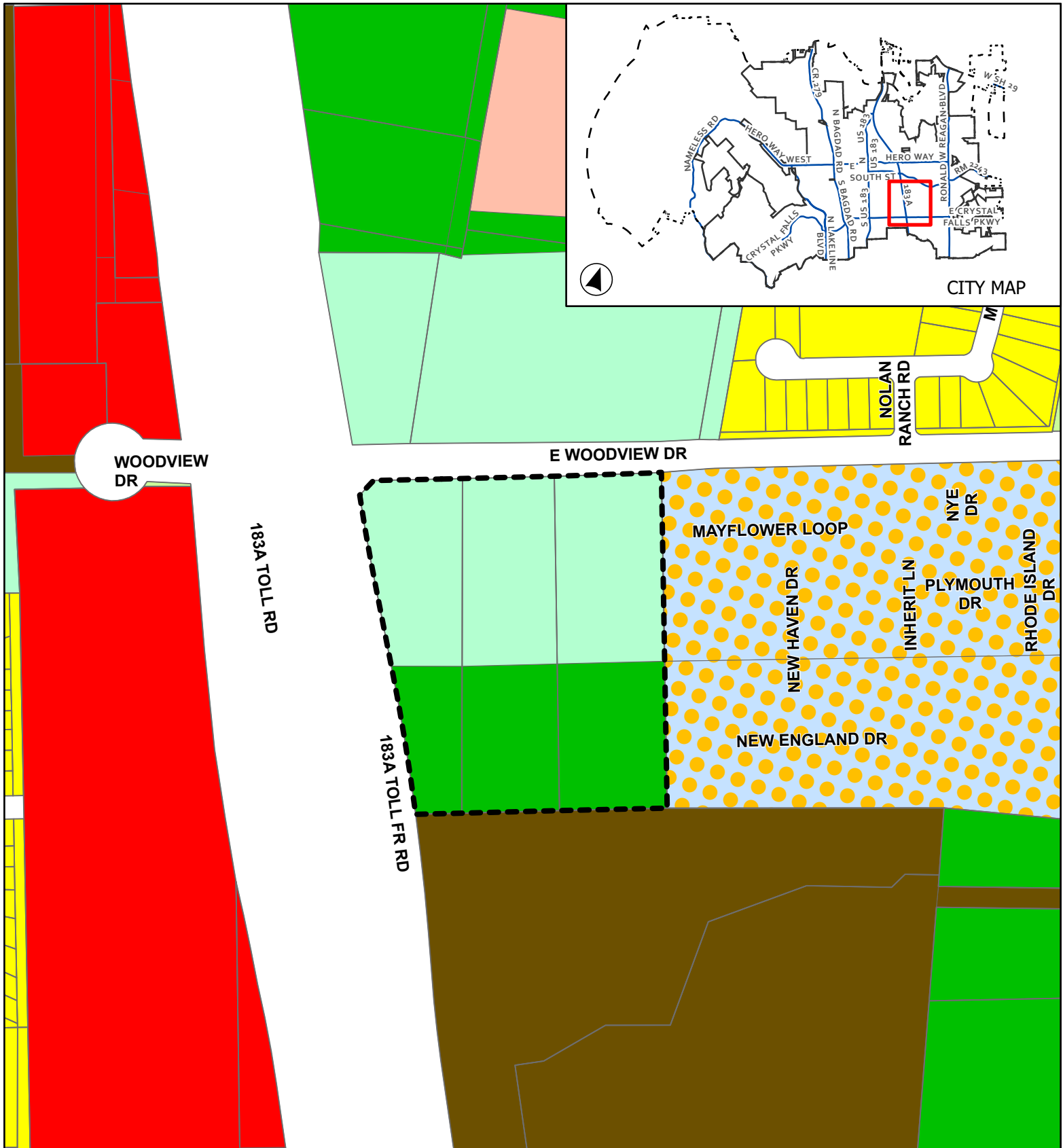
We are committed to thoughtful and high-quality development that aligns with the City of Leander's goals and vision. Thank you for your consideration of this rezoning request. Please feel free to contact me directly with any questions or to discuss further.

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



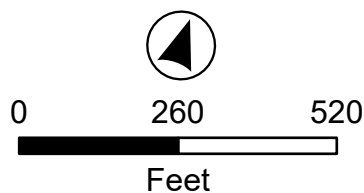
CASE: Z-25-0176

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.

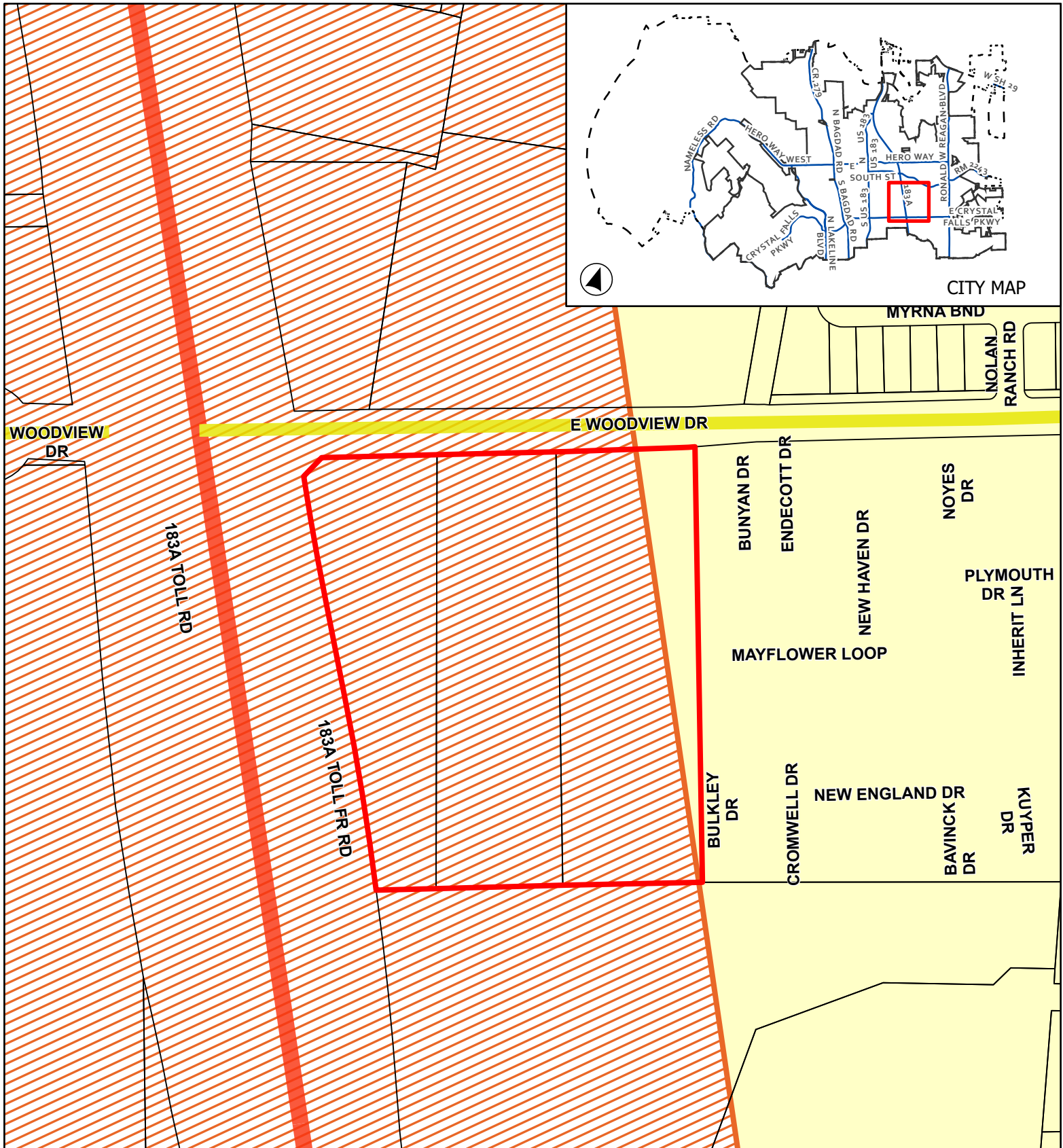


City Limits
ETJ
Subject Boundary

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



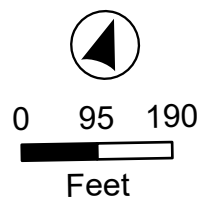
CASE: Z-25-0176

ATTACHMENT 3

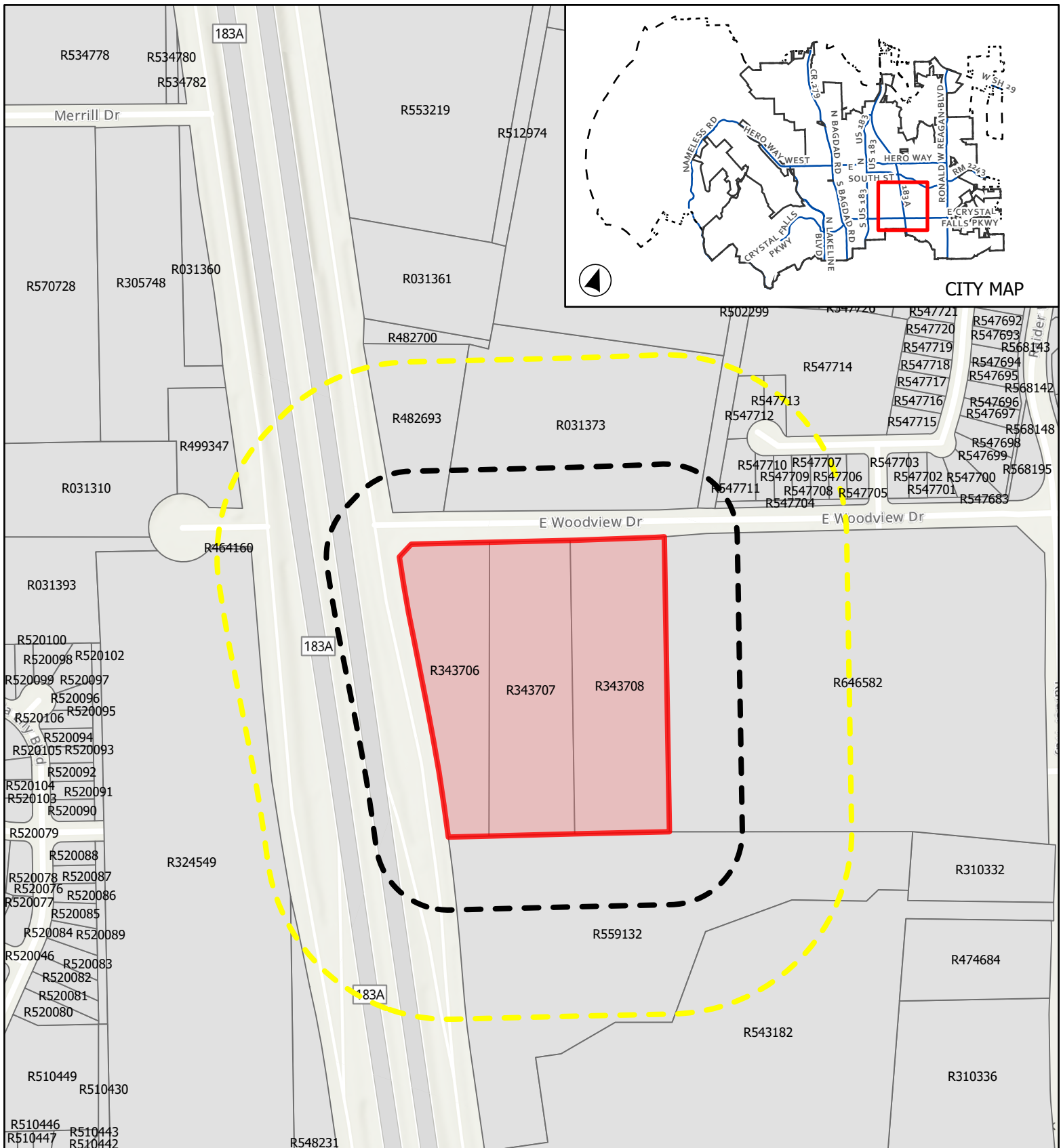
PEAK BUSINESS PARK

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



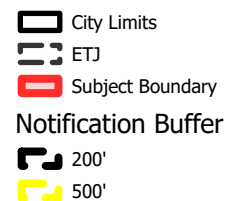
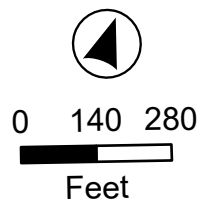
CASE: Z-25-0176

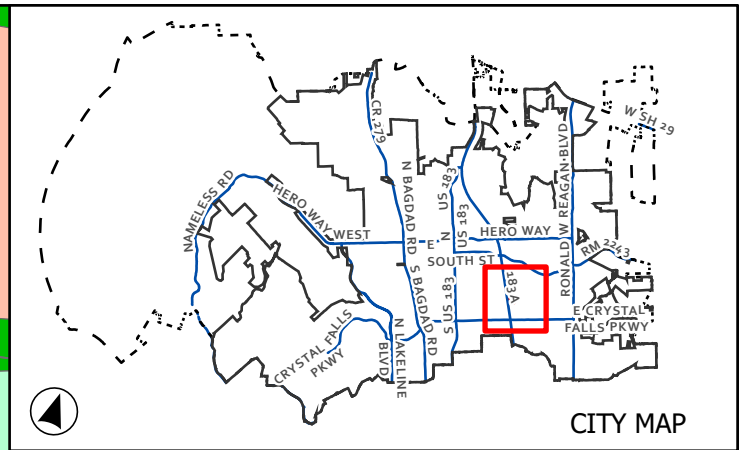
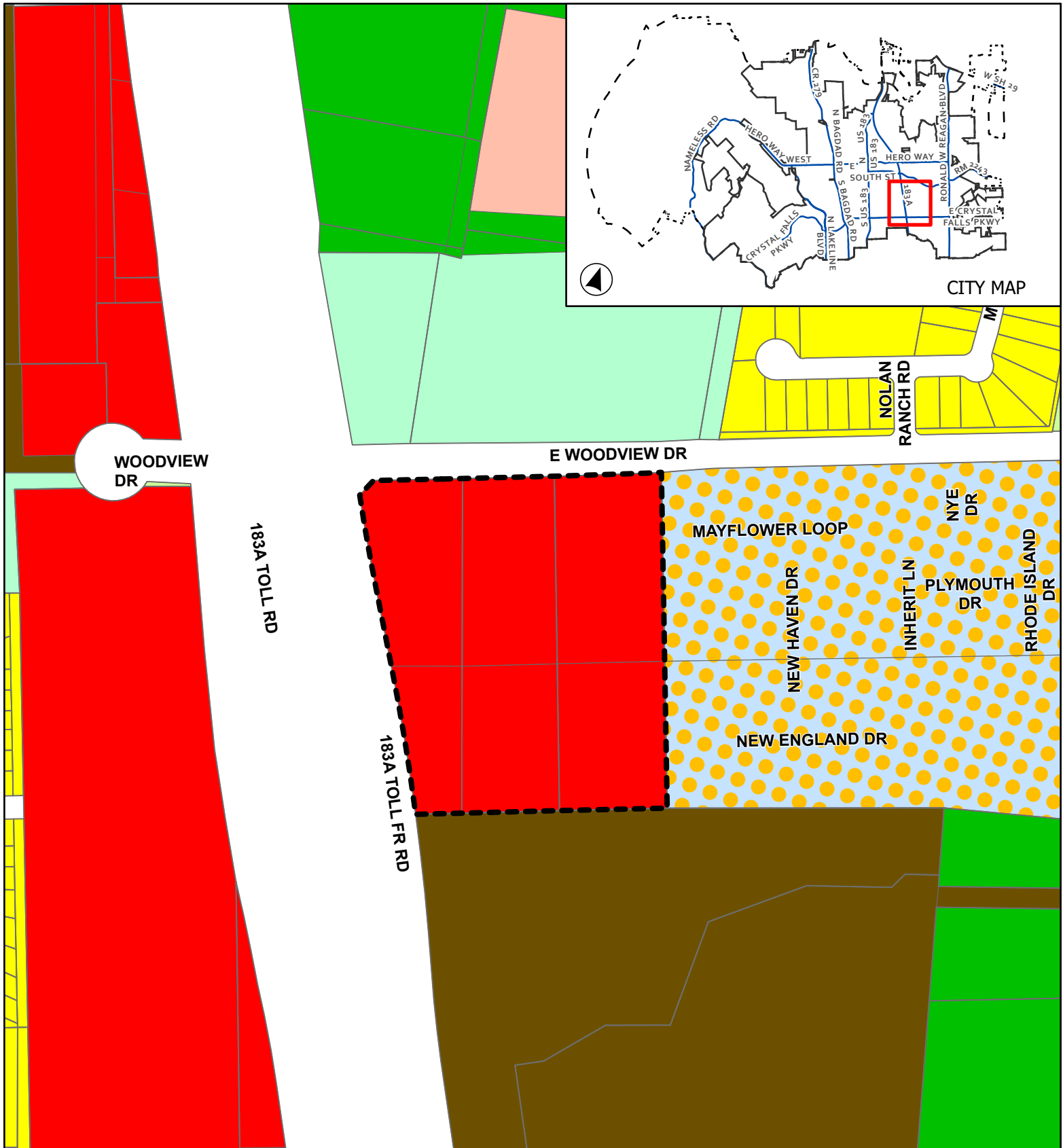
ATTACHMENT 4

PEAK BUSINESS PARK

Public Notification

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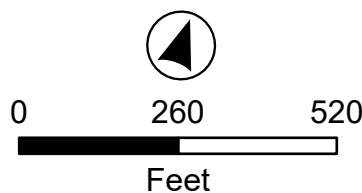
CASE: Z-25-0176

ATTACHMENT 5

PEAK BUSINESS PARK

Proposed Zoning

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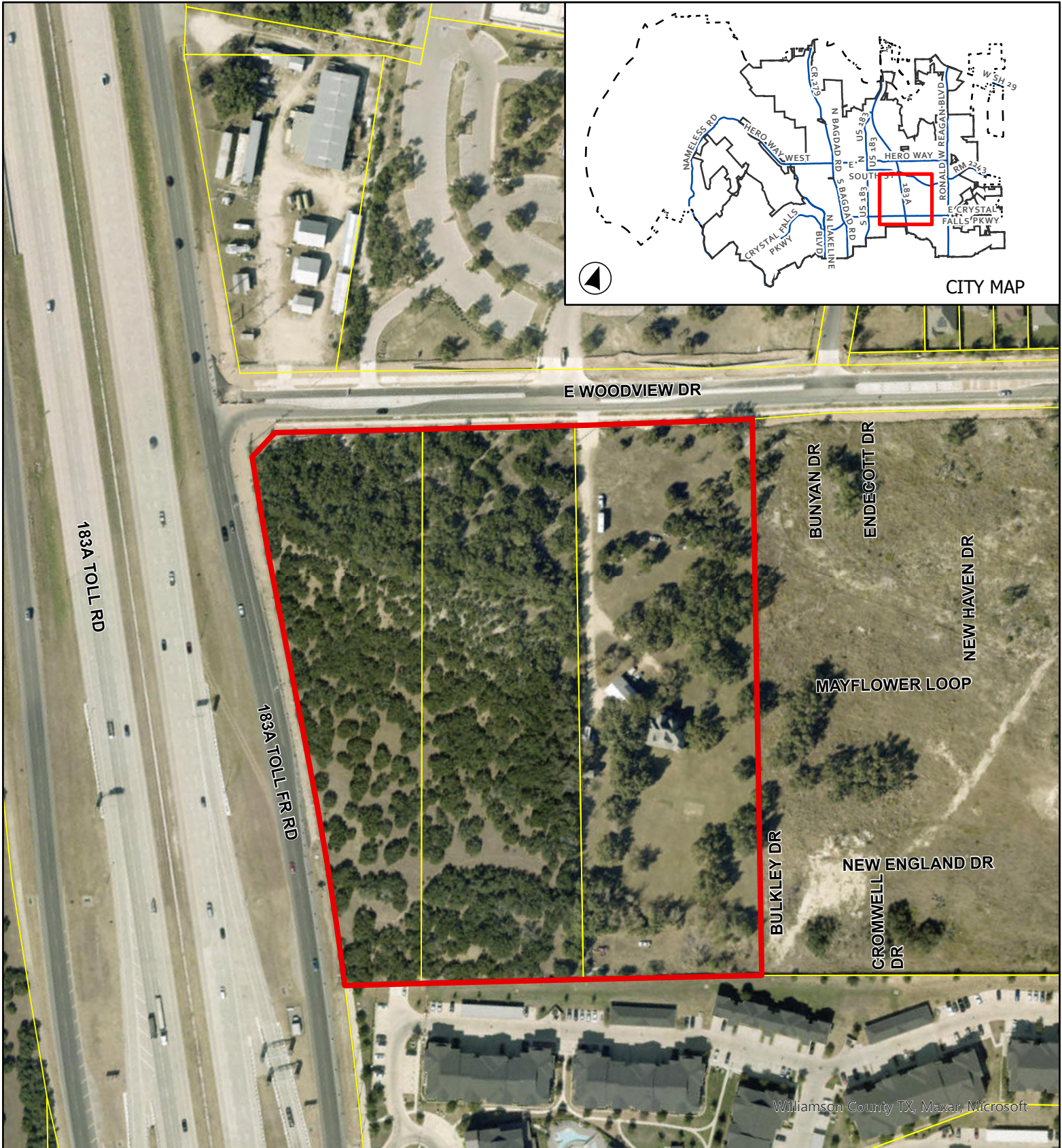


City Limits
ETJ
Subject Boundary

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



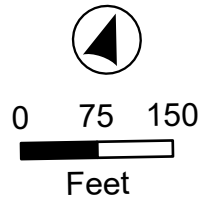
CASE: Z-25-0176

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,

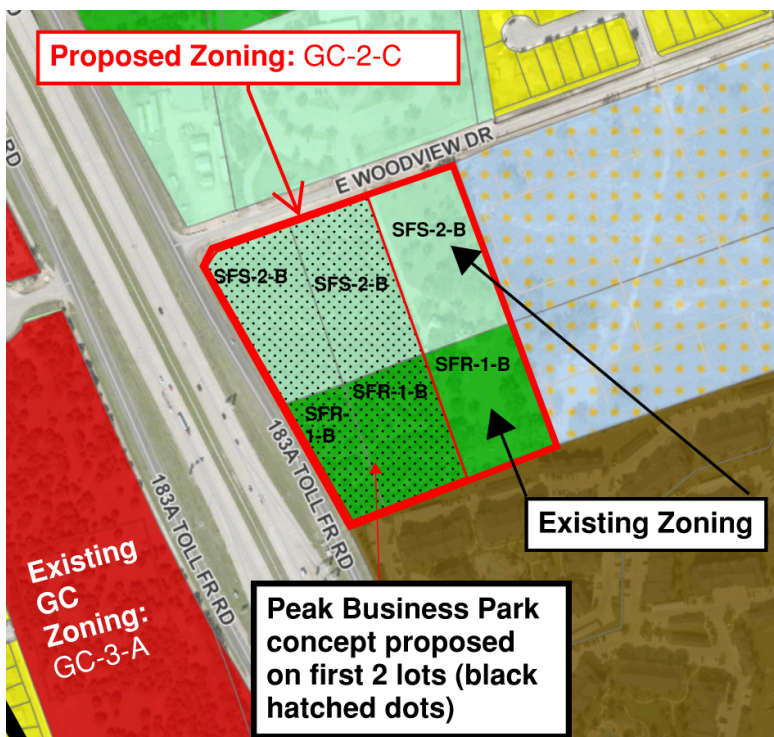
Gary Schill
Owner, Lots 2 & 3 of Dunkley Subdivision
Owner, Peak Performance Training Center
gpsredevelopment@gmail.com

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
10/16/2025

AGENDA SUBJECT:

Acceptance of public infrastructure improvements associated with Subdivision Case PICP-23-0063 Travisso Phase 3 Sections 6 and 8 for the reclaimed water irrigation system.

BACKGROUND:

Approximately \$221,750.00 in required public infrastructure improvements for the reclaimed water irrigation (RWI) system for Travisso Phase 3 Sections 6 and 8 have been installed, inspected, and are substantially completed. The reclaimed water will be used to irrigate the common areas of the subdivision and conserve water for the City. All documentation required for acceptance of this project has been received, including record drawings, a statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two-year (2) term maintenance bond.

A maintenance bond for these improvements has been secured and includes a two-year (2) term that will commence upon City Council acceptance, as anticipated, on October 16, 2025, which will provide warranty and maintenance coverage for the public infrastructure improvements through October 16, 2027. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

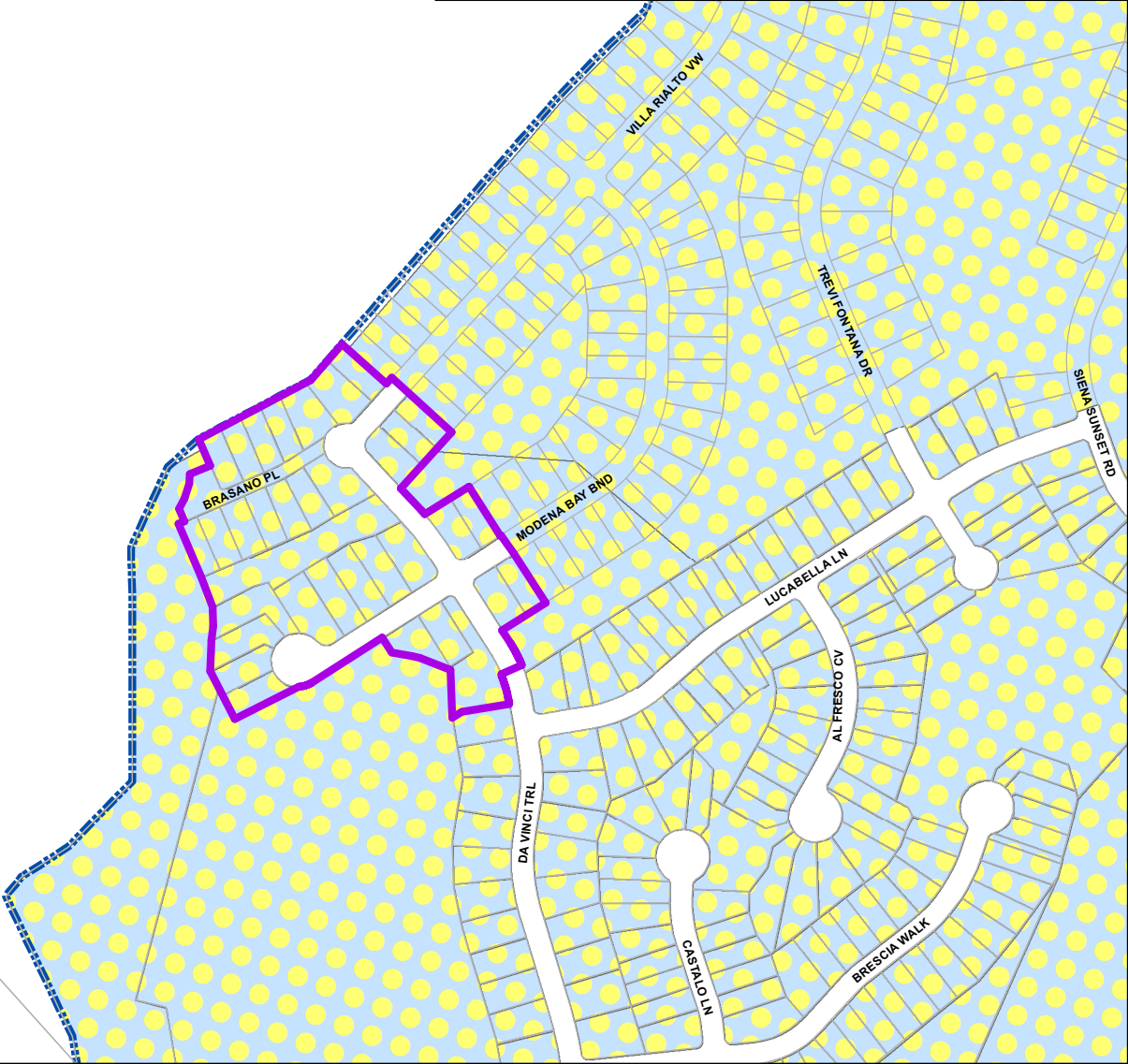
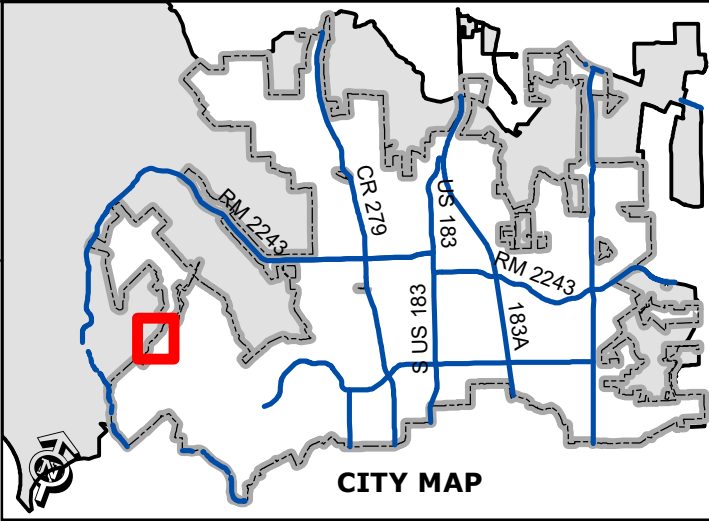
Emily Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

1. Acceptance -Travisso Ph 3 Sect 6 & 8 Reclaimed Irrigation RWI

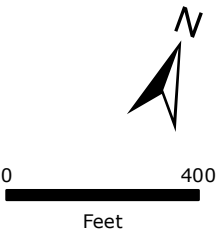
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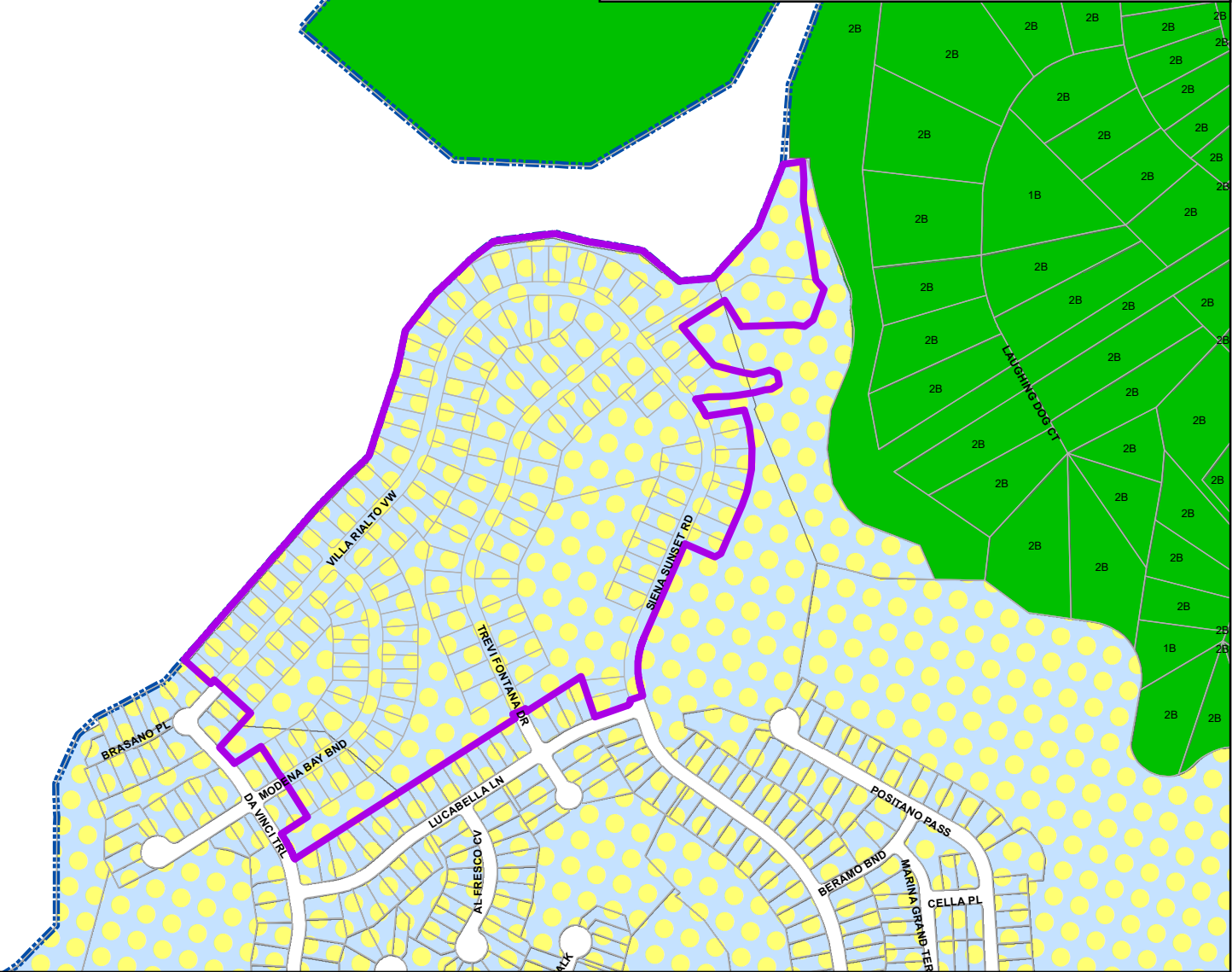
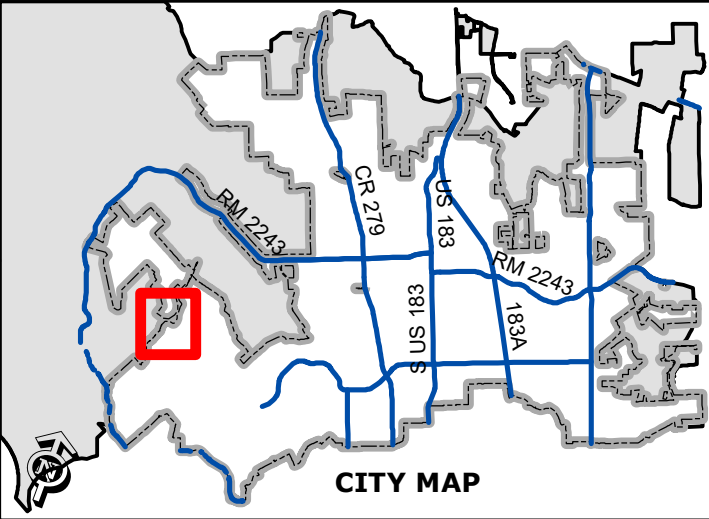
SUBDIVISION ACCEPTANCE

Location Map - Travisso Phase 3 Section 6

- Acceptance Area
- City Limits
- SFR - Single-Family Rural
- PUD - Single-Family



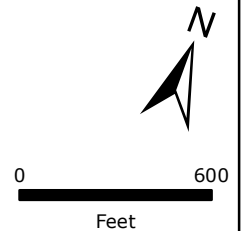
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SUBDIVISION ACCEPTANCE

Location Map - Travisso Phase 3 Section 8

- Acceptance Area
- SFR - Single-Family Rural
- City Limits
- PUD - Single-Family



April 9, 2025

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

RE: Travisso Phase 3, Sections 6 & 8 Irrigation
App. No.: PICP-23-0063
Engineer's Concurrence

Dear Ms. Truman,

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

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

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

Michael Fisher, P.E.
Senior Vice President



H:\Projects\508\92\29\301 Construction Documents\Documents\Plan Processing\City\Closeout\Engineer's Concurrence\TRAVISSE PH 3 SEC 6 & 8 IRRIGATION - ENGINEERS CONCURRENCE.docx

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Utz Environmental Services of Austin, Inc. as Principal, whose address is 10948 E. Crystal Falls Pkwy, Leander, TX 78641 and The Ohio Casualty Insurance Company, a Corporation organized under the laws of the State of NH, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Twenty-Two Thousand, One Hundred and Seventy Five And 00/100 Dollars (\$22,175.00) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Travisso Phase 3, Sections 6 & 8 Reclaim Water Irrigation Improvements (PICP-23-0063) (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

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

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

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

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

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

Utz Environmental Services of Austin, Inc.
Principal

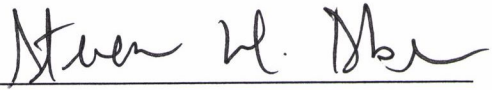
By: 

Title: President
Address: _____

10948 E. Crystal Falls Pkwy

Leander, TX 78641

The Ohio Casualty Insurance Company
Surety

By: 

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

7900 Windrose Ave

Plano, TX 75024

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

Time Insurance Agency

1405 E. Riverside Drive, Austin, TX 78741

(Seal)



POWER OF ATTORNEY

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

Certificate No: **8213541 - 969219**

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

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

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



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

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

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

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

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



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



Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

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

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

The Ohio Casualty Insurance Company

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

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

Online: www.LibertyMutualSuretyClaims.com

Email: HOSCL@libertymutual.com

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

The Texas Department of Insurance

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

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

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

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

¿Tiene una queja o necesita ayuda?

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

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

The Ohio Casualty Insurance Company

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

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

El Departamento de Seguros de Texas

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

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

May 6, 2025

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

RE: Travisso Phase 3, Sections 6 & 8 Reclaim Water Irrigation Improvements
App. No.: PICP-23-0063
Final Cost Certification

Dear Mr. Dhakal:

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

Final Plat Legal Name as Recorded: Travisso Phase 3, Section 6 & Travisso Phase 3, Section 8.
Name on Approved Construction Documents: Travisso Phase 3, Sections 6 & 8 Reclaim Water Irrigation Improvements
Name on Bank Bond for Fiscal Posting: Travisso Phase 3, Sections 6 & 8 Reclaim Water Irrigation Improvements (PICP-23-0063)

COST SUMMARY

Reclaimed Water Irrigation Improvements:	\$	221,750.00
TOTAL	\$	221,750.00

MAINTENANCE BOND

Total Improvements:	\$	221,750.00
Maintenance Bond (10%)	\$	22,175.00

INSPECTION FEES

Total Cost of Improvements	\$	221,750.00
3.5% Inspection Fees Owed to City	\$	7,761.25
Inspection Fees Paid at Submittal	\$	10,083.15
Inspection Fee Reimbursement Owed to Developer	\$	2,321.90

ENGINEER'S CONTACT INFORMATION

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

Please call if you have any questions.

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

Aimee Chavez, P.E.
Associate Vice President



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

STATE OF TEXAS
COUNTY OF Williamson

Date: May 15, 2025

Developer: ~~Pape-Dawson~~ / Travis County Municipal Utility District No. 20

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

Project: Travisso Phase 3, Sections 6 & 8 Reclaim Water Irrigation Improvements (PICP -23-0063)

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

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

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

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

Initialed: CW

PAGE 1 of 2

AFFIANT:

Signature: _____



Typed Name: Chris L Utz

Title: President

STATE OF TEXAS
COUNTY OF Williamson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of May 2025

[S E A L]



Notary in and for the State of Texas

Name: Christina L. Williams

My commission expires: 9/20/25

Initialed: CU



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Approval of Roadway Impact Fee (RIF) Offset Agreement for the Hwy 29 Commercial Subdivision; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

In 2022, the City initiated a roadway impact fee (RIF) study to determine the fees that were appropriate to assess against a development in order to recover the incremental cost of impacts from each new unit of development on arterial and collector roadways within the City of Leander. Impact fees are a mechanism used nationwide to measure the impact of a project on infrastructure and to quantify how much it should contribute to its pro rata share of costs necessary to mitigate impacts for public facilities such as police and fire structures, parks, schools, roads, and utilities. In Texas, these fees may be assessed and collected to fund water, wastewater, roadway, and drainage infrastructure.

In June 2022, the City Council adopted Article 12.08 of the Code of Ordinances establishing RIFs (the “RIF Ordinance”), which went into effect on January 7, 2023. The RIF calculations include specific projects for which fees are to be assessed and collected. The RIF Ordinance authorizes fee offsets that may be established and approved by agreement for qualifying contributions towards roadway improvements that are in the roadway improvements plan and, thus, included in the fee calculations. An offset will be applied to reduce the RIFs owed for the eligible project.

Highway 29 Commercial, LLC, who is developing a commercial subdivision commonly referred to as the Leander Tech Park has dedicated the full width of right-of-way for the ultimate section of Kaufmann Loop, which is in excess of what is required to serve the development at its buildout. Kaufmann Loop is included in the roadway improvements plan adopted under the RIF Ordinance, and is therefore eligible for a RIF offset agreement. The attached agreement establishes an offset in the maximum amount of \$378,070.34 to be applied to reduce the RIFs due upon issuance of building permits within the subdivision, until the offset amount is exhausted.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Paige Saenz, City Attorney

Fiscal Impact

Attachments:

1. RIF Offset Agreement Hwy 21

THE STATE OF TEXAS §
 §
WILLIAMSON COUNTY §

**ROADWAY IMPACT FEE OFFSET AGREEMENT FOR THE
HWY 29 COMMERCIAL SUBDIVISION**

This Roadway Impact Fee Offset Agreement for the Hwy 29 Commercial Subdivision (the “**AGREEMENT**”) is made by and between the City of Leander, (hereinafter “**CITY**”) a Texas Home Rule municipality and Highway 29 Commercial, LLC, a Maryland limited liability company (hereinafter “**DEVELOPER**”), collectively, the “**PARTIES**”.

RECITALS

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

WHEREAS, the RIF Ordinance addresses the circumstances when costs associated with roadway system facilities are eligible for Offsets against roadway impact fees (“**RIF**”) required to be paid pursuant to the RIF Ordinance;

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

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

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

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

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

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

- A. **The Development.** The Development is known as Hwy 29 Commercial Subdivision, which is a commercial development consisting of ten (10) lots located on that certain 50.787 acre tract, located in Leander, Williamson County, Texas, as more particularly described in

Exhibit A. For the purposes of allocating Offsets under this Agreement, the Development will have three (3) phases, with multiple buildings within each phase. As used herein, “Development” shall include any subsequent replatted lots within the Development.

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

C. **Eligible System Facilities.**

1) Description of Facilities: The Eligible System Facilities are the following, and are more particularly described in the final plat for the Development recorded under Document No. 2025050491, Official Public Records of Williamson County, Texas (the “**Final Plat**”), and the construction plans (“**Construction Plans**”) for the Development approved by the City under PICP-24-0133.

a) Right-of-way: The following is right-of-way conveyed for roadway facilities that exceeds what is required by the Development (the “**Right-of-Way**”):

a. 4.133 Acres, more or less, of land dedicated for Kauffman Loop right-of-way, as more particularly shown in **Exhibit B**.

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

3) Status:

a) The status of conveyance of the Right-of-Way as of the Effective Date is complete, based on Developer’s dedication of the Right-of-Way on the Final Plat.

4) Limits of Construction: The limits of construction for the purpose of establishing the Offset are shown in the Final Plat attached hereto and incorporated herein for all purposes as **Exhibit B**.

Article II.

ROADWAY IMPACT FEE AMOUNT

A. **Roadway Impact Fee Amount.** The total estimated RIF’s to be collected for the Development are One Hundred Twenty Three Thousand Two Hundred Eight and 00/100 Dollars (**\$123,208.00**) at the current collection rate.

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

required for infrastructure improvements that are roughly proportionate to the Development (the “**Proportionate Costs**”).

Article III.

ROADWAY IMPACT FEE OFFSET

- A. **Method of Calculating Offset.** The Offset shall be calculated as follows:
- 1) For Right-of-Way dedication, the Offset amount is Three Hundred Seventy Eight Thousand Seventy and 34/100 Dollars (\$378,070.34), which is calculated as follows:
 - a) Only the portion of the Right-of-Way not required by the Development is entitled to an Offset. The following portion of the Right-of-Way is entitled to the Offset: 4.133 Acres for Kauffman Loop Right-of-Way as shown on **Exhibit B**.
 - b) The value of the Right-of-Way shall be established by the valuation established by the Williamson Central Appraisal District as of the Effective Date, which is Three Hundred Seventy Eight Thousand Seventy (\$378,070.34).
- B. **Documentation Required.** Reserved.
- C. **Method of Applying Offsets.** The Offset shall be applied at the time of issuance of building permits for the Development for building permits applications submitted by the Developer or persons who have Developer’s written consent to apply Offsets under this Agreement in a form acceptable to the City, and at each such building permit application thereafter, to reduce the RIF’s then due until the Offset is exhausted and fully applied. Offsets may only be applied within the boundaries of the Development.
- D. **Limitations on Offsets.**
- 1) If the Offset calculated pursuant to this Agreement (or remaining unapplied portion thereof) exceeds the RIF due at the time of issuance of a building permit, then no RIF shall be due for such building permits. Remaining Offsets are not transferable nor eligible to be refunded.
 - 2) The Offsets for the Eligible System Facilities become effective on the Effective Date, since the status of conveyance of the Right-of-Way as of the Effective Date is complete, based on Developer’s dedication of the Right-of-Way on the previously recorded Final Plat.
 - 3) Any unused portion of the Offsets shall expire ten (10) years from the date the City accepted the Eligible System Facilities, except that such expiration date may be extended for up to two periods of five (5) years each upon application by Developer to the City prior to expiration of the term. Any expired portion of the

Offsets is not eligible to be refunded.

- 4) Offsets shall be administered as provided in the RIF Ordinance, to the extent the RIF Ordinance does not conflict with this Agreement.

Article IV. MISCELLANEOUS

The following miscellaneous provisions are made part of this Agreement:

- A. **Termination.** The City may terminate this Agreement in the event that the Final Plat is vacated by giving written notice to the Developer, and the termination shall be effective on the thirtieth (30th) day following the date of such notice.
- B. **Additional Instruments.** The City and the Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement.
- C. **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- D. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Williamson County, Texas.
- E. **Assignment.** The Developer may assign this Agreement with the City's Manager's consent to any successor-owner of all or any portion of the Development (such consent not to be unreasonably conditioned, withheld or delayed), but in no event shall the Offsets provided for in the Agreement be transferred to any development not subject to the Final Plat without the City Manager's consent (such consent not to be unreasonably conditioned, withheld or delayed). All other assignments of this Agreement must be approved by the City Council.
- F. **Binding Obligation.** This Agreement shall become a binding obligation on the parties hereto upon execution by all signatories hereto. The City warrants and represents that the individual executing this Agreement on behalf of the City has full authority to execute this Agreement and bind the City to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same

document.

- H. **Construction.** The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.
- I. **Enforcement.** The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. The Developer shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining the Developer's compliance with this Agreement.
- J. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council of the City of Leander, Texas.
- K. **Exhibits and Attachments.** All Exhibits and Attachments referenced in this Agreement are attached hereto and incorporated herein for all purposes.
- L. **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, inability to obtain labor or materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental controls, governmental action, delay in issuance of permits or approvals (including, without limitation, fire marshal approvals), enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the obligated party and delays caused by the other party, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- M. **Gender.** The gender of the wording throughout this Agreement shall always be interpreted to mean either sex, and where the context requires, the plural of any word shall include the singular.
- N. **Immunities and defenses.**
 - 1) By entering into this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of parties, and nothing contained herein shall ever be construed as a waiver of sovereign, statutory or official immunity by the City with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.

- 2) No employee of City, or any councilmember or agent of City, shall be personally responsible for any liability arising under or growing out of this Agreement

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

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

DEVELOPER: Highway 29 Commercial, LLC
c/o St. John Properties, Inc.
3800 North Lamar Boulevard, Suite 200
Austin, Texas 78756
Attn: Brooke Harlander
Email: bharlander@sjpi.com

and

Highway 29 Commercial, LLC
c/o St. John Properties, Inc.
2560 Lord Baltimore Drive
Baltimore, Maryland 21244
Attn: Michelle Van Newkirk
Email: mvannewkirk@sjpi.com

City: City of Leander
Attn: City Manager
PO Box 319
Leander, TX 78646-0319

WITH COPY TO: The Knight Law Firm, LLP
Paige Saenz
223 W. Anderson Lane, Ste. A105
Austin, Texas 787852
paige@cityattorneytexas.com

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

confer no vested rights on the Development unless specifically enumerated herein.

- R. **Severability.** In the event any provision of this Agreement is illegal, invalid, or unenforceable under the present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable a provision be added to this Agreement which is legal, valid and enforceability and is a similar in terms as possible to the provision found to be illegal, invalid or unenforceable.
- S. **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Page Ends Here – Signature Pages Follow]

EXECUTED in duplicate originals to be effective as of the date of the last signature below, herein referred to as the "Effective Date".

DEVELOPER:

HIGHWAY 29 COMMERCIAL, LLC,
a Maryland limited liability company

By: _____

Name: _____

Title: Authorized Signatory

Date: _____

State of _____

County of _____

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the Authorized Signatory of Highway 29 Commercial, LLC, a Maryland limited liability company, on behalf of said entity and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

Notary Public's Signature

(Seal)

Signature Page to
ROADWAY IMPACT FEE OFFSET AGREEMENT FOR THE HWY 29
COMMERCIAL SUBDIVISION

City:

CITY OF LEANDER,
a Texas municipal corporation

By: _____
Name: Todd Parton, its City Manager

THE STATE OF TEXAS §

§

COUNTY OF WILLIAMSON §

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

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

Exhibit “A”

The Development

Exhibit “B”

Limits of Construction



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Approval of Task Order ARCH-LSA-CIPS23-019-02 with Lopez Salas Architects, Inc., for Golf Course Maintenance Facility Renovation (CIP P.59), in the amount of \$294,150.50; providing for the remodeling of a single-story pre-engineered metal building approximately 3,000 square feet to be used as the golf maintenance facility, including site improvements and a new single-story office building of approximately 4,000 square feet; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

There are two (2) buildings that have been constructed to accommodate maintenance and operations for the Crystal Falls Golf Club (CFGF). Significant work is required to address the current conditions of these facilities. These buildings include a main building that housed CFGF staff offices, break room, equipment storage, equipment maintenance, supply storage, parts storage, and related operations. A secondary building was constructed to shelter equipment and store fertilizer.

Original construction occurred in 1990 and has not been significantly improved in more than 30 years. The age of the facilities, compounded with the findings of a recent inspection by the City of Leander Safety and Risk Manager, validates the need for a complete overhaul of the existing buildings and the addition of some new structures and amenities. Per the aforementioned inspection, the main structure was found to have failed insulation and common mold that required mediation from an outside vendor. The staff workspaces previously located inside the main building did not meet the City's current standards for safety and habitability. Consequently, a rented office trailer was located on the site to accommodate CFGF staff offices, break room, and administrative functions. The external shell of the main building remains and has uses limited to equipment storage and maintenance and some supply storage. The electrical, compressed air, and lighting systems are insufficient to meet the needs of the maintenance team and the activities associated with storing, repairing, and maintaining the equipment used on the golf course grounds.

The second building is used to store additional equipment, fertilizer, and supplies. It is also undersized and lacks appropriate features needed to shield the contents from the elements, pests, etc. This building may be suitable if renovated to include garage doors, lighting, and proper compartmentalization for the stored equipment and supplies.

Both buildings lack insulation, HVAC, and sanitary services. In addition, the fueling station does not meet current standards for safety and hazardous material containment. The maintenance facility also lacks bulk material storage for sand, soil, gravel and other items, leaving these crucial materials exposed to the elements. Also lacking is an impervious surface for CFGF staff parking and to reduce erosion and maintenance. The maintenance team at CFGF is the most critical element of the CFGF operation. They provide the requisite services to present the public with a facility that the City of Leander can be proud of and have overcome these facility limitations to deliver a high-quality course and customer experience. It is vital that the City provide updated, safe, and quality facilities to ensure that the CFGF staff can continue to prosper.

The project scope addresses two (2) parts. Part 1 consists of the remodeling of a single-story pre-engineered

metal (PEM) building of approximately 3,000 square feet to be used as the golf maintenance facility, including site improvements. The specific scope includes design of interior finish out, exterior building upgrades, and new parking lot and walkways. Exterior scope items included are covered material storage bins, a new wash rack, and a concrete pad for the above-ground fueling station. Part 2 includes a new single-story office building of approximately 4,000 square feet and related site improvements. The building will house offices, conference room and break room, and will be located adjacent to the maintenance facility, sharing the same parking lot. The project's construction budget has not been determined.

The proposed project scope of work outlined in the Task Order documents will take approximately 13 months to complete, not including construction phase services.

The Master Professional Service Agreement No. ARCH-LSA-CIPS23-019 was fully executed between the City of Leander and Lopez Salas Architects, Inc., to perform Architectural, Design and Analysis and associated services under the Professional Pool dated February 15, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$294,150.50
<u>Approved in current budget (Yes / No):</u>	No
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Golf Capital

Attachments:

1. Task Order ARCH-LSA-CIPS23-019-02

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. ARCH-LSA-CIPS23-019-02

This will constitute authorization by the City of Leander, Texas (Owner), for Lopez Salas Architects, Inc. (Architect), to proceed with the following described architectural services.

P.59 - GOLF COURSE MAINTENANCE FACILITY RENOVATION

A. PROJECT DESCRIPTION

The project scope is in two separate areas of the site on the property of Crystal Falls Golf Club located in Leander, Texas. Part 1 of the scope consists of the remodeling of a single-story pre-engineered metal building of approximately 3,000 sq. ft. to be used as the Golf Maintenance Facility including site improvements. The specific scope includes design of interior finish out, exterior building upgrades and new parking lot and walks. Exterior scope items included are Covered Material Storage Bins, new Wash Rack, and Concrete Pad for Owner provided above ground fueling station. Part 2 is for a new single-story office building of approximately 4,000 sq. ft. including site improvements. The building will house offices, conference room and breakroom and will be located adjacent to the Maintenance Facility and will share the same parking lot.

B. SCOPE OF SERVICES

Lopez Salas Architects, Inc., will provide design services as described in the attached Scope of Services.

C. DELIVERABLES

Lopez Salas Architects, Inc. will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the **P.59 - Golf Course Maintenance Facility Renovation** shall be based on time and material based on rate schedule as established in Attachment A for a total amount not to exceed **Two hundred ninety-four thousand one hundred fifty dollars fifty cents (\$294,150.50)**. The City shall make payments to the Architect for performing the architectural services described on a monthly billing basis in accordance with monthly statements submitted by the Architect and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Architect will work expeditiously to complete the services described herein.

F. ATTACHMENTS

Attachment A – Proposal / Agreement for the Golf Maintenance Upgrades – Crystal Falls Golf Club

Lopez Salas Architects, Inc. will begin work as soon as authorized and as services are requested.

APPROVED:
CITY OF LEANDER, TEXAS

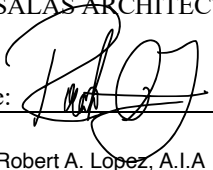
Signature: _____

Name: _____

Title: _____

Date: _____

ACCEPTED:
LOPEZ SALAS ARCHITECTS, INC.

Signature:  _____

Name: Robert A. Lopez, A.I.A. _____

Title: Principal _____

Date: 26 September 2025 _____

PROJECT SCOPE

The project scope is in two separate areas of the site on the property of Crystal Falls Golf Club located in Leander, Texas. **Area 1** of the scope consists of the remodeling of a single-story pre-engineered metal building of approximately 3,000 sq. ft. to be used as the Golf Maintenance Facility including site improvements. The Owner will complete the interior demolition in preparation for new interior construction. The specific scope includes design of interior finish out, exterior building upgrades and new parking lot and walks. Exterior scope items included are Covered Material Storage Bins, new Wash Rack, and Concrete Pad for Owner provided above ground fueling station. **Area 2** is for a new single-story office building of approximately 4,000 sq. ft. including site improvements. The building will house offices, conference room and breakroom and will be located adjacent to the Maintenance Facility and will share the same parking lot. The project's construction budget has not been determined.

BASIC AND OWNER REQUESTED SERVICES

1. **Schematic Design** - Based on site and program information you have provided, we will prepare a site plan study illustrating the size and relationship of the project components. We will develop design sketches to determine the scale and character of the project New Office Building and exterior of the Maintenance Building renovations. We will prepare schematic floor plan/s and color rendered exterior elevations for both buildings. We will prepare a preliminary opinion of probable construction cost.
2. **Design Development** - Based on the approved schematic design work, we will prepare additional drawings and other documents to fix and describe the size and character of the project. We will provide all documentation needed for a Site Development Permit; Owner will pay for all permitting costs associated with permitting this project. We will provide an updated exterior color rendering and will revise the opinion of probable construction cost, as required.

During this phase, our consultants will determine the structural and mechanical- electrical requirements and systems to be used, as appropriate.

3. **Construction Documents** - Based on the approved design development work, we will prepare architectural construction drawings and specifications setting forth the requirements for the construction of the project. The drawings will be prepared utilizing Building Information Modeling software (BIM). We will also assist you in preparing the conditions of the contract for construction.

During this phase, our consultants will prepare the drawings and specifications for the structural and mechanical-electrical engineering portions of the project.

4. **Permitting Application Phase** – Owner is responsible for the cost of all permit fees; we will provide services to process permit documents and applications through the regulatory process and tracking progress prior to Contractor's involvement. We will schedule a Pre-Conference (Plan Intake) meeting with the City of Leander to prepare for the permit submittal. We will file all applications for permits with appropriate governmental authorities and resolve all issues in connection with the issuance of required permits to Owner and/or Contractor for the development and construction of the Project.
5. **Bidding or Negotiation** – Owner will handle procurement work for the project. Our services during this phase include interpretation of the Documents, responding to bidder's questions and providing additional bidding information to bidders. Owner will provide Agreements required for awarding a

contract for construction.

6. **Construction Administration** - We, assisted by our consultants, will provide administration of the construction contract consisting of the following services:
- a. Observe the project to become familiar with the progress of the work and prepare field reports.
 - b. Interpret the requirements of the contract documents in coordination with Owner.
 - c. Review appropriate shop drawings and other submittal for conformance with Documents in coordination with Owner.
 - d. Review and issue the contractor's Application and Certificate for Payment.
 - e. Prepare change orders in accordance with the contract documents.
 - f. Observe construction to determine the dates of substantial completion and final completion.
 - g. We will provide Record Drawings based on GC provided As-Builts

ADDED SERVICES IF NEEDED

Added Services include any work that is not outlined as part of the Basic Services above and/or any work required beyond the limitations set forth in this proposal.

If our work proceeds based on an approved design and changes are later required, the extra work necessary to make the changes will be done as an additional service. The following can also be provided as additional services, if you desire:

1. **Interior Design Services** - We can design or select interior furnishings, artwork or special interior finishes. We can prepare bidding documents, provide bidding/negotiation and contract administration services.
2. **Sign/Graphics Design**- All required interior building signage is included in Basic Services. Yet, we can provide design and documentation for exterior project and/or construction site signs, interior building graphics and sign standards, as you may require.
3. **Regulatory/Architectural Review Committee** – We can provide services to represent Client in required presentations to Review Boards.
4. **Renderings/Models**: We can prepare color renderings, perspective sketches and/or scale models of the project. Standard fixed-view rendering is \$2,500.

CONSULTANT SERVICES

We will rely on outside professional firms to provide civil, structural and mechanical-electrical engineering consulting services necessary for the design of the project, covered under our Basic Services.

BASIC & OWNER REQUESTED SERVICES COMPENSATION

Compensation for Services, inclusive of normal civil, structural, mechanical-electrical engineering, landscape architecture and irrigation engineering, will be a stipulated fixed fee of two hundred ninety-four thousand one hundred fifty dollars and fifty cents (\$294,150.50).

Payments for Services listed below will be made monthly. Compensation for each service will equal the percentage completed for each:

Existing Conditions Survey.....	\$4,400
(includes locating property metes and bounds, setback, all existing structures, sidewalks, trees and topography)	
Drainage Analysis.....	\$6,500
LCRA Development Permit (Highland Lakes Water Quality)	\$10,500
Schematic Design.....	\$39,187.50
City of Leander Site Development Permit.....	\$6,500
Design Development.....	\$47,025.00
90% Construction Documents.....	\$94,050.50 Registered
Accessibility Specialist.....	\$5,000
(Plan Review and Site Visit within one year after Construction Completion)	
Permitting Phase.....	\$5,225.00
Final Construction Documents.....	\$10,450.00
Bidding/Negotiation/Permitting.....	\$13,062.50
Construction Administration.....	\$52,250.00 (Billed in 10 mth increments)

PROPOSED PROJECT SCHEDULE

After receiving a notice to proceed and retainer, we propose the following schedule based on our current knowledge of your needs and project, but the Client will have control of the duration of each phase and will provide a written "Notice to Proceed" prior to the start of each phase.

- Schematic Design Phase approx. 2 months
- Design Development Phase approx. 2.5 months
- 90% Construction/Bid Documents approx. 3 months
- 90% Review/Permitting Phase approx. 3 months
- Completion of Final Documents approx. 3 weeks
- Procurement Phase approx. 1.5 months
- Construction Phase will depend on the quality of the Contractor selected and his schedule and availability of crews.

SPECIAL CONSULTANTS' COMPENSATION

In addition to our structural and mechanical-electrical engineering consultants, we anticipate needing the special consulting services listed below. The fees for these services will be in addition to our Basic Services fee. Special consultants will be engaged by us and billed to you at our cost. We will coordinate the work of these consultants as a part of our Basic Services.

With our present knowledge of the project scope, we expect the required special consulting services to be as follows: Not currently.

The exact Consultants' fees can be determined when each Consultant is hired. It is our understanding that the city may provide this separate from this contract.

ADDED SERVICE COMPENSATION & REIMBURSABLE EXPENSES

Additional Services are available but not included in the compensation for Basic Services. If required, we will perform additional services at our standard hourly rates in effect at the time the work is done or, at your request; we can provide a separate proposal for any additional services you desire. Please refer to the hourly compensation schedule currently in effect.

Reimbursable expenses are for milage only and have been included in our fee.

OTHER PROVISIONS

Drawings, specifications, reports, manuals and programs are instruments of service that are the property of Architect whether the project for which they are made be executed or not and are not to be used on other projects except by Agreement in writing with Architect.

The client agrees to acknowledge the professional services provided by Architect in press releases, magazine articles, and the like where reference is made to the planning, design or other consulting services performed by Architect.

Our construction drawings will be produced utilizing building information modeling software (BIM). We will not be liable for the accuracy or completeness of drawings and specifications until the final documents, bearing the Architect's seal and signature, are issued by the Architect to the Contractor for construction of the project. We will not be liable for the completeness or accuracy of drawings or other documents provided on electronic media, if any.

As part of Basic Services during the Construction Phase of the project, the Architect shall review the project and may recommend design changes, additions, or corrections to improve the project. These changes, when approved by the Owner, shall be added to the work by change order.

Our compensation for Basic Services includes a maximum of 8 client meetings during Schematic Design through Bidding/Negotiation and a maximum of 2 meetings per month during the Construction Administration phase, including periodic construction meetings with the Contractor which the Owner may or may not attend. If more meetings are required, our time, including time spent traveling to and

from such meetings, will be provided as an additional service. Additional Meetings will be at \$500/meeting, travel is included.

Our compensation for Construction Administration Phase is based on a maximum of 10 months of total construction time. If construction is not completed within this time, our services beyond this limit will be provided as an additional service.

We will coordinate our work with that of the engineers and other consultants, but each consultant will be directly responsible for the timeliness, accuracy and completeness of the consultant services performed.



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Approval of Change Order No. 5 to the contract agreement with CMC Development and Construction Corporation, LLC for the EMS addition and expansion of Fire Station No. 2 (CIP M.16) to update the fire sprinklers in the original section of the fire station to current code compliance, including the need to add fire sprinklers throughout the attic space; increasing the current contract by an amount of \$80,173.55 for a new total of \$2,101,685.33, with an extension of 25 calendar days; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

CMC Development and Construction Corporation, LLC (CMC) was contracted on May 2, 2024, to begin construction of the EMS addition to Fire Station No. 2 in the amount of \$1,939,000.00. After construction began, it was determined that there was a need to update the fire suppression system in the original section of the fire station which was not included in the scope of work.

The Fire Marshal's Office (FMO) identified these needed improvements during inspections in order to meet updated building codes. This request adds fire sprinklers throughout the attic spaces, upgrades the current Fire Department Connection (FDC), and to the existing apparatus bay. CMC has submitted the attached change proposal in the amount of \$80,173.55 for this additional work which will extend project completion by an additional 25 calendar days.

HISTORY/TIMELINE:

05/02/2024 – City Council approved Construction Contract; \$1,939,000.00.

10/23/2024 – City Manager approved Change Order No. 1 – fiber damage deduction, changes addressing the roof, electricity for range and water heater, and change in colors. Change order amount of \$27,919.88 for a new contract total of \$1,966,919.88

02/10/2025 – City Manager approved Change Order No. 2 – additional services addressing the grade beam and fire alarm updates. Change order amount of \$36,620.00 for a new contract total of \$2,003,539.88.

05/28/2025 – City Manager approved Change Order No. 3 – addition of a storage room. Change order amount of \$3,562.65 for a new contract total of \$2,007,102.53.

10/07/2025 – City Staff approved Change Order No. 4 – fire alarm and access control. Change order amount of \$14,409.25 for a new contract total of \$2,021,511.78.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval.

PRESENTER:

Tony Bettis, CIP Program Manager

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$80,173.55
<u>Expenditure (New / Amended):</u>	Yes
<u>Recurring or one-time:</u>	Amended
<u>Fund source (Operating / Utility / etc.):</u>	One-Time
	Capital

Attachments:

1. Change Order No. 5



Change Order

PROJECT: *Leander Fire Station
2 Renovation and Addition
1950 Crystal Falls Parkway
Leander, TX 78641*

OWNER: *City of Leander
105 N. Brushy Street
Leander, TX 78641*

CONTRACT INFORMATION:
Contract For: M.16-CMC-
CIPS24-003
Date: 05/02/2024

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

CHANGE ORDER INFORMATION:
Change Order Number: 005

CONTRACTOR: *CMC Development &
Construction Corporation, LLC
9494 Southwest Freeway, Suite 485
Houston, TX 77074*

THE CONTRACT IS CHANGED AS FOLLOWS:

The intent of the approved changes is inclusive of all labor, equipment, and materials to provide fully accomplished and holistic additional services and scope of work.

- 1) Upgrade Fire Sprinkler System for Existing and New Portion for the Fire Station and Heat Trace addition to sprinkler system in non-climate controlled area an increase of \$80,173.55.

The original Contract Sum was	\$ 1,939,000.00
The net change by previously authorized Change Orders	\$ 82,511.78
The Contract Sum prior to this Change Order was	\$ 2,021,511.78
The Contract Sum will be increase by this Change Order in the amount of	\$ 80,173.55
The new Contract Sum including this Change Order will be	\$ 2,101,685.33

The Contract Time will be changed by twenty-five (25) days.

Attachments: CMC PCO-020.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT: BRW

CONTRACTOR: CMC

OWNER: CITY OF LEANDER


SIGNATURE

Ray Holliday

PRINTED NAME

Architect

TITLE

October 06, 2025

DATE


SIGNATURE

Marvin H Stone III

PRINTED NAME

Operations Manager

TITLE

Oct. 6, 2025

DATE


SIGNATURE

PRINTED NAME

TITLE

DATE



Request for Change Order

Architect: Browns Reynolds Watford Architects, Inc
 Arch.'s Project No.: 0091
 Arch.'s PCO No.: _____

Date: 10.02.2025
 GC's Project No.: 3500001
 Change Proposal **PCO#20**

Project Title: City of Leander Fire Station #2

Desc. of Work: Proposal to Upgrade Fire Sprinkler System For Existing and New Portion of Fire Station & Heat Trace addition to sprinkler system in non-climate controlled area

Description	Quantity	Unit	Labor Days		Labor Rate		Material/Equipment	
			Unit Days	Total Hours	Unit Cost	Total Cost	Unit Cost	Total Cost
1. (1) IRP Braided heating 6W cable 120V for up to 70 of sprinkler piping.	1			0	\$ -		\$ 1,999.00	\$ 1,999.00
2. (1) IRP power connection KIT						\$ -		
3. CSI to route heat wire on sprinkler pipe.								
4. Standard (1) year warranty. (Labor not included)								
Heat Trace Power - Wire connection - Run to panel (No Additional Charge - Included in Electrical Scope)	1			0		\$ -	\$ -	\$ -
Replace Existing FDC w/5" Storz Connections	1			0		\$ -	\$ 3,075.00	\$ 3,075.00
Install Fire Protection in Apparatus Bays	1			0		\$ -	\$ 15,186.00	\$ 15,186.00
Wet Piping Add to Existing to Cover FS and Apparatus	1			0		\$ -	\$ 39,649.00	\$ 39,649.00
Design	1			0		\$ -	\$ 2,000.00	\$ 2,000.00
Lift	1			0		\$ -	\$ 1,200.00	\$ 1,200.00
Shipping	1			0		\$ -	\$ 500.00	\$ 500.00
10% OH&P	1			0		\$ -	\$ 3,211.00	\$ 3,211.00
				0		\$ -		\$ -
				0		\$ -		\$ -
				0		\$ -		\$ -
				0		\$ -		\$ -
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				0		\$ -		\$ -
				0		\$ -		\$ -
				0		\$ -		\$ -
				0		\$ -		\$ -
CMC PM				12	\$ 57.21	\$ 686.52		\$ -
CMC - Supervisor				54	\$ 60.58	\$ 3,271.32		\$ -
SUBTOTALS				66		\$ 3,957.84		\$ 66,820.00

Subtotal (labor+material+equipment)
 Builders Risk 0.0075
 General Liability 0.40%
 Building Permit 0.00%
 Plan Checking 0.00%
 Bond Premium 0.00%
 Labor Burden 38.00%
 Plus OH&P 10.00%
Subtotal
Total

[A] \$ 70,777.84
 [B] \$ 530.83
 [C] \$ 283.11
 [D] \$ -
 [E] \$ -
 [F] \$ -
 [G] \$ 1,503.98
 [H] \$ 7,077.78
 [I] \$ 80,173.55
 [J] \$ 80,173.55

CLARIFICATIONS:

Cool Services

708 East Howard Lane. Phone: 512-834-2005 Fax: 512-837-3479 TACLA021861C

FOR THE PROJECT: Leander Fire Station Sprinkler Pipe Heating Cable

Date: 09/29/25

**SCOPE OF WORK FOR INSTALLATION OF HVAC SYSTEM
PRICE FOR PRINTS DATED (no date / no prints)
NO ADDENDUM ACKNOWLEDGED**

INCLUDED IN PRICE:

1. (1) IRP Braided heating 6W cable 120V for up to 70 of sprinkler piping.
2. (1) IRP power connection KIT
3. CSI to route heat wire on sprinkler pipe.
4. Standard (1) year warranty. (Labor not included)

NOT INCLUDED IN PRICE:

1. After hour labor.
2. Access panels
3. DDC Controls / graphics
4. HI voltage power for Heating cable.
5. Concrete pads
6. Paint grip ducting other than indicated above.
7. Double wall / internally lined ducting other than indicated above.
8. Gas Piping / Tie In
9. Fire Smoke dampers
10. Young regulators
11. Duct Cleaning / Duct leakage test
12. Coring / Penetration of roof, walls, or floor
13. Patching, painting, or fire caulking.
14. Additional HVAC other than noted above.
15. Engineering of any kind.
16. Mechanical Drawings / Engineered drawings
17. High voltage wiring or running conduit for HVAC systems
18. Structural engineering or structural supports.
19. Starters / disconnects
20. Payment and/or performance bond.
21. Tax.

HVAC PRICE: \$1,999.00

Note: Power will need to be provided by electrician within a close proximity to pipe we will be installing heating cables on.

David Hernandez

Acceptance Signature

PROPOSAL IS SUBJECT TO AND CONDITIONED UPON EACH OF THE FOLLOWING:

1. APPROVAL OF CONTRACTOR'S CREDIT BY COOL SERVICES INC. AND/OR RECEIPTS OF A CERTIFICATE SHOWING A PAYMENT BOND IS IN PLACE FOR THE BENEFIT OF ALL SUBCONTRACTORS.
2. THE EXECUTION BY BOTH PARTIES OF A DEFINITIVE WRITTEN CONTRACT.

NOTE: Quote may be withdrawn by us if not accepted within 30 days.



P.O. Box 797
Waxahachie, TX 75168
800.550.2287 toll free
972.923.1516 fax
www.actionfirepros.com

PROPOSAL

DATE: May 16, 2025

PROPOSAL NO.: 24-CW-499-CO1-R2

PROPOSAL SUBMITTED TO:

CMC Development & Construction Corporation
9494 Southwest Freeway #485
Houston, TX 77074

WORK TO BE PERFORMED AT:

Leander Fire Station #2 Renovation
1950 Crystal Falls Parkway
Leander, Texas 78641

We hereby propose to furnish all the material and perform all the labor necessary for the completion of the following:

AS PER FIRE MARSHAL REQUEST:

REPLACE EXISTING FDC WITH A 5" STORZ CONNECTIONS WITH LOCKING CAPS. LABOR - \$1,600.00 MATERIAL - \$1,475.00

**INSTALL FIRE PROTECTION TO COVER FLOOR SPACE IN APPARATUS BAYS
LABOR - \$7,200.00 MATERIAL - \$7,986.00**

PIPE TO BE EXPOSED.

ADD WET PIPING TO EXISTING SYSTEM TO COVER ATTIC SPACE IN EXISTING APPARATUS BAY AND FIRE HOUSE. LABOR - \$17,000.00 MATERIAL - \$22,649.00

ATTIC TO BE KEPT ABOVE 40* (BY OTHERS)

DESIGN - \$2,000.00

LIFT - \$1,200.00

SHIPPING - \$500.00

10% MARK UP - \$3,211.00

PRICE INCLUDES: LABOR, MATERIAL, LIFT, DESIGN

PRICE EXCLUDES: PERMIT, SALES TAX, OVERTIME, FIRE ALARM WORK, CENTERING OF SPRINKLERS IN CEILING TILES, ANY AND ALL UNDERGROUND UTILITIES, FIRE PUMP, TRANSFER SWITCH, WATER STORAGE TANK, ELECTRICAL WORK, DRY SYSTEM, PAINTING OF PIPE OR PROTECTING FROM PAINT, AFTER HOURS, HOLIDAY, OR SUNDAY WORK, FIRE WATCH, CHANGES MADE BY AHJ, EXPEDITED PLAN REVIEW, BACK FLOW, BACK FLOW TESTING, REROUTING MAIN AND/OR BRANCH LINES, MIC TESTING, UPSIZING WATER SUPPLY AND/OR RISER, INSULATION, PROVIDE HEAT

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of (**\$64,821.00**)

PAYMENT TERMS ARE NET 30 DAYS WITH APPROVED CREDIT
PRICING VALID FOR (30) DAYS FROM DATE OF QUOTATION

ACTION FIRE PROS | LICENSE: SCR#0337 - ACR#1750760 - ECR#1823
Action Automatic Sprinkler, Inc. WBENC#252067 Action Fire Alarm, LLC WBENC #2005111815

A 3.5% PROCESSING FEE WILL BE ADDED TO ALL CREDIT CARD PAYMENTS

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation and Public Liability Insurance on the above work is to be taken out by ACTION AUTOMATIC SPRINKLER, INC dba ACTION FIRE PROS.

Respectfully Submitted,
Jamie Peters

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICE, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

Print name

Signature

Date

Fire Hydrant Flow Test Report

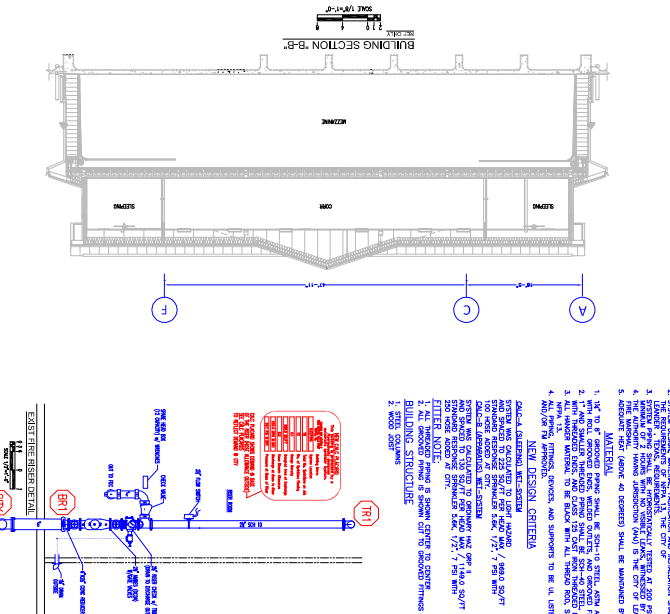
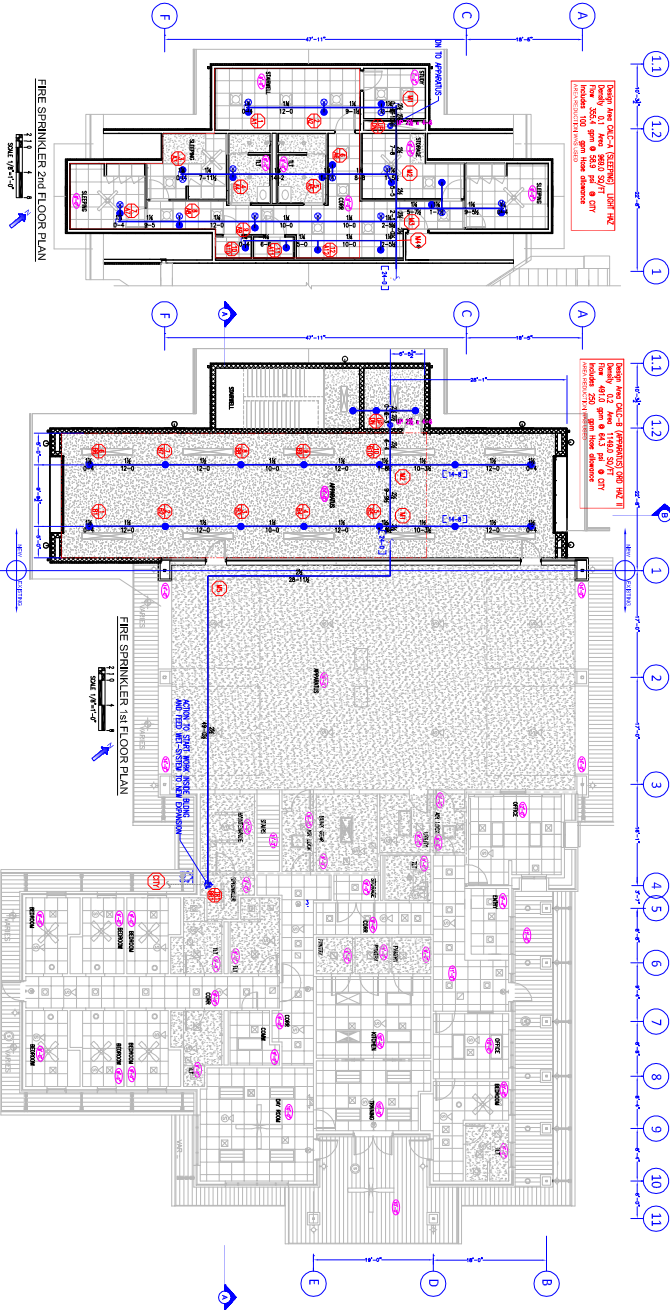
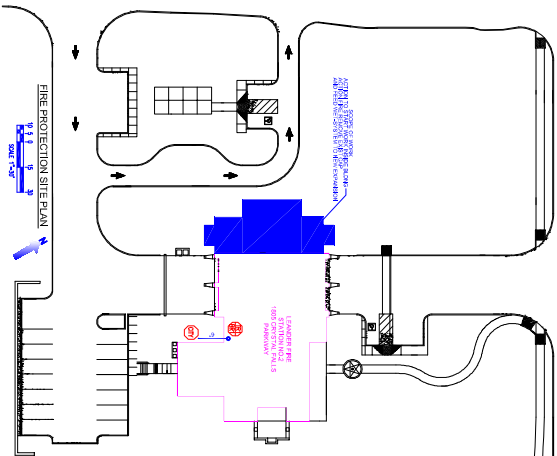
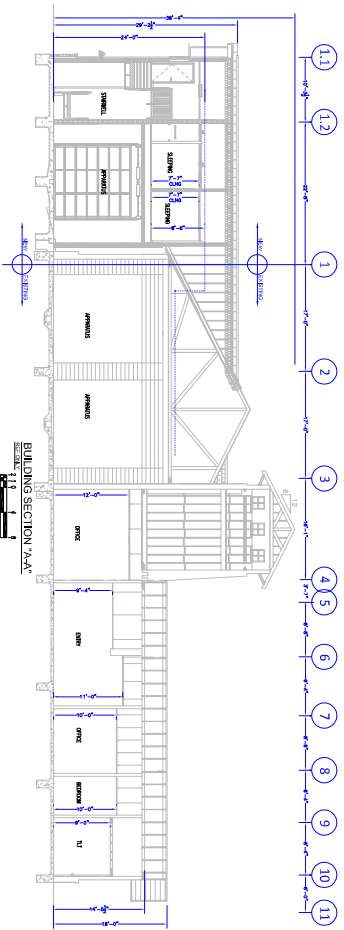
Date: 01/12/2024, 09:25 hrs

Location: 3505 Crystal Falls Parkway, Leander, TX 78641
 Test hydrant: 3505 Crystal Falls Hwy
 Hydrant ID: 4238, 2005 Class
 City: Leander, TX 78641
 Water District: City of Leander

Flow Data:

SIZE CAPACITY:	2.5"
COEFFICIENT:	0.9
PISTON RATING:	60

TOTAL FLOW (GPM):	1241
STAT. FLOW:	75
STAT. PRESS. (PSI):	42.5
STAT. FLOW (GPM):	47.3
STAT. PRESS. (PSI):	42.5



NO.	REVISION	DATE
1	ISSUED FOR PERMIT	01/12/2024
2	ISSUED FOR PERMIT	01/12/2024
3	ISSUED FOR PERMIT	01/12/2024
4	ISSUED FOR PERMIT	01/12/2024
5	ISSUED FOR PERMIT	01/12/2024
6	ISSUED FOR PERMIT	01/12/2024
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EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Authorizing the City Manager to execute any and all necessary grant and reimbursement documents relating to the federally declared disaster, DR-4879 July Flooding event.

BACKGROUND:

The City of Leander has applied to the Federal Emergency Management Agency (FEMA) for public assistance (PA) regarding the response to and recovery from the July Flooding event in Travis and Williamson Counties. This incident was declared as a disaster by Governor Abbott at the state level, designated as 25-0026 JUL2 and by President Trump at the federal level, designated as DR-4879 by the FEMA Director to manage assigned resources this event. PA funding covers up to 75% of the costs incurred during response and recovery efforts. This funding comes in the form of reimbursement from FEMA and the PA process.

The total reimbursements that have been requested is \$402,381.89. These costs include debris, emergency protection measurements, road/bridges, and parks. As we go through the insurance process and FEMA approval process, the amount we receive can change.

HISTORY/TIMELINE:

7/4-5/2025 – Flash Flooding
7/5/2025 – Disaster Declaration Signed by Gov. Abbott
7/23/2025 – Temporary debris management site approved by Texas Commission on Environmental Quality (TCEQ) & Texas Historical Commission (THC) and PA applicant briefing
7/31/2025 – Request for public assistance filed by City of Leander
8/4/2025 – FEMA program manager assigned to Leander
8/11/2025 – Initial FEMA PA meeting

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Aubury E. Holmes, Sr., Emergency Management Coordinator

Fiscal Impact

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Attachments:

1. Grant Terms and Conditions

Grant Terms and Conditions

Subrecipient Agreement for Texas Division of
Emergency Management Administered Awards

Revised August 2025



TDEM
THE TEXAS A&M UNIVERSITY SYSTEM

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Revisions

Rev. 1. General updates throughout reflect updates to Executive Orders and federal guidance.

Rev. 2. Updated links throughout the document.

State of the Agreement

Agreement Authority

This agreement applies to all Department of Homeland Security Federal Emergency Management Agency (DHS/FEMA) awards or other awarding agency financial assistance awards administered by the Texas Division of Emergency Management (TDEM), an agency of the State of Texas. The federal government, the State of Texas, and TDEM have the right to seek judicial enforcement of these actions.

Subrecipients are required to follow applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations \(CFR\) Part 200](#), and adopted by DHS at [2 CFR Part 3002](#), as well as all other applicable federal, state, and local laws, regulations, policies, procedures, and executive orders.

By accepting this agreement, Subrecipient and its executives certify that Subrecipient's policies are in accordance with guidance applicable to federal, state, and local laws, and relevant executive guidance. This agreement, consisting of these terms and conditions and all exhibits, is between TDEM and Subrecipient.

TDEM and Subrecipient are collectively hereinafter referred to as the parties. All awards made under this agreement are subject to the same terms and conditions, except where additional provisions may be added by TDEM to ensure compliance with the aforementioned authority.

Subrecipient may not assign or transfer any interest in this award without prior written consent of TDEM and, if required, DHS/FEMA or other awarding agency.

Agreement

I. General Terms

1. The terms recipient and pass-through entity have the same meaning as grantee, as used in governing statutes, regulations, and DHS/FEMA guidance.
2. Throughout this document, the terms grant and award will be used interchangeably.
3. A recipient means an entity that receives a federal award directly from a federal agency to carry out an activity under a federal program. The term recipient does not include Subrecipients or individuals that are participants or beneficiaries of the award.
4. Subrecipient means an entity that receives a subaward from a pass-through entity, in this case TDEM, to carry out part of a federal award. The term Subrecipient does not include a beneficiary or participant. Subrecipient may also be a recipient of other federal awards directly from a federal agency.
5. The grant referred to in this agreement is an award to the Subrecipient passed through from TDEM to the Subrecipient.
6. The certifying official is the mayor, judge, or executive director authorized to execute these terms and conditions, and to submit changes of Subrecipient agents. Contracted staff and/or vendors may assist the certifying official in completing related grant tasks but may not act in lieu of the certifying official.
7. Project and any subsequent versions for those projects accepted by Subrecipient and subsequently obligated or de-obligated by DHS/FEMA are considered subawards to this agreement.
8. TDEM uses contractors to assist in administering subawards, both in communication with Subrecipient and the awarding agency. A Subrecipient's point of contact for all awards will be the assigned regional staff. TDEM may task various grant management tasks to contractors to work directly with Subrecipients.
9. Within 10 calendar days of any change, Subrecipient must notify TDEM of any change in Designated Subrecipient Agent as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient in TDEM's Grants Management System (GMS).
10. In the event Subrecipient hires a consultant to assist with managing its Public Assistance and Hazard Mitigation grants (or other), it must be listed on the Designated Subrecipient [Agent Form](#) (DSA) and may not act in lieu of the designated agent. TDEM will direct all correspondence to the Subrecipient.

Subrecipient is solely responsible for sharing written communications with the consultant. Subrecipient is the primary point of contact and must be included in all decision-making activities.

II. Standard of Performance

Subrecipient must perform all activities as approved by TDEM and that are required within applicable grant/ funding awards. Subrecipient must perform all activities in accordance with all terms, provisions, and requirements set forth in the award, including the following exhibits:

- Assurances – Non-Construction Programs (federal authority), hereinafter referred to as Exhibit A.
- Assurances – Construction Programs (federal authority), hereinafter referred to as Exhibit B.
- Certifications for Grant Agreements (federal authority), hereinafter referred to as Exhibit C.
- State of Texas Assurances (state authority), hereinafter referred to as Exhibit D.
- Environmental Review (federal authority), hereinafter referred to as Exhibit E.
- Additional Grant Certifications (state authority), hereinafter referred to as Exhibit F.
- Request for Information Procedure (state authority), hereinafter referred to as Exhibit G
- Hazard Mitigation Application Request for Information Procedure (state authority), hereinafter referred to as Exhibit H.
- Recoupment of Funds (state authority), hereinafter referred to as Exhibit I.

III. Failure to Perform

In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this grant, Subrecipient is liable to TDEM for an amount, not to exceed, the award and may be barred from receiving additional DHS/FEMA grant program funds or any other grant program funds administered by the State of Texas until repayment is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this grant. Failure to timely implement and complete projects may reduce future funding from DHS/FEMA and/or other grant programs administered by TDEM.

IV. Funding Obligations

TDEM is not liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs, authorized under the applicable award.

- Notwithstanding any other provision of this grant, the total of all payments and other obligations incurred by TDEM under this award must not exceed the total cumulative award amounts listed on the subawards (projects and subsequent versions).
- Subrecipient must contribute the required cost share, also known as non-federal share or match, listed on the subaward.
- Subrecipient must provide supporting documentation that supports the totality of funding requests in accordance with program policy.
- Any private non-profit (PNP) will agree to name the Recipient (TDEM) as a beneficiary in any bankruptcy proceeding or must obtain a bond to guarantee funding until the project(s) are closed.
- In the event that TDEM is required to continue to manage the Subrecipient's award after the Recipient's (TDEM) allocated state management funds have been exhausted, Subrecipient agrees to reimburse TDEM for such costs necessary to close FEMA awards, including the final recoupment of any funds due to FEMA and/or TDEM and the State of Texas.

V. Recoupment of Funds

Subrecipient must refund, to TDEM, any sum of these award funds that TDEM and/or DHS/FEMA determines to be an overpayment to and/or has not been spent by Subrecipient in accordance with this award. Refund payment(s) may be made from local, state, or federal funds unless prohibited by federal regulation or other provision.

Nothing in Exhibit I shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments or to limit TDEM's ability to take immediate recoupment action(s) after notice of required refund has been made.

VI. Uniform Administrative Requirements, Cost Principles and Audit Requirements

Except as specifically modified by law or this grant, Subrecipient shall administer this award through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS/FEMA program legislation, federal awarding agency regulations, and the terms and conditions of this grant. A non-exclusive list sanctioned by Federal is provided below (not all may apply in every project):

- [Public Law 93-288](#), as amended (Stafford Act)

- [44 CFR](#), Emergency Management and Assistance
- [2 CFR](#) 200, Grants and Agreements
- [Disaster Mitigation Act of 2000](#)
- [Executive Order 11988, Floodplain Management](#)
- [Executive Order 11990, Protection of Wetlands](#)
- [Executive Order 12699, Seismic Design](#)
- [Coastal Barrier Resources Act, Public Law 97-348](#)
- [Single Audit Act, Public Law 98-502](#)
- [Sandy Recovery Improvement Act, Public Law 113-2](#)
- [Disaster Recovery Reform Act of 2018](#)
- [16 U.S.C. § 470 National Historic Preservation Act](#)
- [16 U.S.C. § 1531, Endangered Species Act](#)
- [FEMA program publications, guidance, and policies](#)

VII. State Requirements for Grants

1. Subrecipient must comply with all other federal, state, and local laws and regulations applicable to this award including but not limited to the laws and the regulations promulgated in Texas Government Code, [Chapter 783, Texas Grant Management Standards \(TxGMS\)](#) and the most recent applicable version of the program [State Administrative Plan](#) (and all effective updates).
2. Subrecipient must, in addition to the assurances and certifications, comply and require each of its subcontractors, employed in the completion of the project, to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget (OMB) uniform guidance, terms and conditions of this award, and the approved application.
3. Grant funds must not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission, that is not conducted for the benefit of a particular candidate or party.
4. Award funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

- a. [Texas General Appropriations Act, Art. IX](#), Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
 - b. [Texas Government Code Sections 556.004, 556.005, and 556.006](#), prohibits the use of any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using grant funds to pay dues to an organization with a registered lobbyist;
 - c. [Texas Government Code Sections 2113.012 and 2113.101](#) prohibit the use of grant funds to compensate any employee who uses alcoholic beverages on active duty. Subrecipient may not use grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
 - d. [Texas General Appropriations Act](#), Art. IX, Section 6.13, requires the Subrecipient to make every effort to attain key performance target levels associated with this grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
 - e. [Texas General Appropriations Act](#), Art. IX, Sections 7.01 and 7.02, and [Texas Government Code §2102.0091](#), requires that this award may only be expended if Subrecipient timely completes and files its reports.
5. TDEM strongly encourages Subrecipient to complete refresher training in federal procurement standards as variances from these standards account for the majority of funding de-obligation. TDEM will provide training or sources for Subrecipient to attain training. Federal procurement training may be required in advance of funding or as a condition of funding and/or if additional monitoring is deemed appropriate by TDEM.

VIII. Restrictions and General Conditions

DHS/FEMA grant funds must only be used for the purposes set forth in this award and must be consistent with the grant's statutory authority. Award funds must not be used to match funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds must not be used to sue the Federal government or any other government entity.

1. Federal employees are prohibited from directly benefiting from any funds under this Grant.
2. In accordance with [2 CFR §25.300](#), TDEM will not make a subaward unless Subrecipient has obtained a unique entity identifier (UEI). A UEI is the identifier required for [System for Award Management \(SAM\)](#) registration to uniquely identify entities with which the federal government does business.

3. Subrecipient maintains that it has registered at [SAM.gov](https://sam.gov) or other federally established site for contractor registration and entered TDEM-required information. Subrecipient shall keep information current, and review and update at least annually; until the later of when it submits this grant's final financial report or receives final award payment. Subrecipient agrees that it must not make any subaward agreement or contract related to this award without first obtaining the vendor or subawardee's mandatory UEI. See Appendix A to Part 25, Title 2.
4. Subrecipient must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year if the following is applicable ([Appendix A to Part 170, Title 2](#)).
 - a. Subrecipient shall report whether Subrecipient received \$25 million or more in federal procurement contracts or financial assistance subject to the Transparency Act per [2 CFR Appendix-A-to-Part-170\(b\)\(1\)\(ii\)\(B\)](#)
 - b. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from federal procurement contracts or federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's UEI, the names and total compensation (see [17 CFR §229.402\(c\)\(2\)](#)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - c. Subrecipient shall report executive total compensation at [SAM.gov](https://sam.gov), or other federally established replacement site.
5. Subrecipient must comply with Federal Executive Orders [12549](#) and [12689](#), which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government
6. A completed [direct deposit authorization form](#) from Subrecipient must be provided to TDEM, prior to receiving any funds under the provisions of this grant.
7. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage, or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this grant.
8. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA or TDEM on the premises of

Subrecipient or a contractor under this grant, Subrecipient must provide and must require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work. A final physical site inspection for eligible scope of work and program compliance may be conducted after the Subrecipient's Project Completion and Certification Report has been submitted.

IX. Procurement Contracting

Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this award in accordance with [2 CFR 200 § 317-327](#) and [Appendix II to Part 200](#).

1. All contracts executed using funds awarded under this award shall contain the contract provisions listed under [2 CFR § 200.327](#) and [Appendix II \(A\)](#), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
2. For each of the following types of procurement, activities must follow the most restrictive of [federal](#), [state](#), or local procurement regulations:
 - a. Micro purchase ([2 CFR 200.320\(a\)\(1\)](#))
 - b. Simplified acquisition ([2 CFR 200.320\(a\)\(2\)](#))
 - c. Sealed bid ([2 CFR 200.320\(b\)\(1\)](#))--
 - d. Competitive proposal ([2 CFR 200.320\(b\)\(2\)](#))
 - e. Non-Competitive proposal ([2 CFR 200.320\(c\)](#))
3. The State must approve the use of a noncompetitive procurement method. Federal regulations allow for noncompetitive procurements under certain circumstances, including when a non-state entity determines that immediate actions required to address the public exigency or emergency cannot be delayed by a competitive solicitation.

Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

4. Contracts attributed as "cost-plus-percentage-of-cost" or "percentage-of-construction-cost" are explicitly prohibited by federal procurement standards and are ineligible for DHS/FEMA grants.

5. Subrecipients must perform cost/price analysis for every procurement action in excess of the Simplified Acquisition Threshold as outlined in the [Federal Acquisition Regulation](#) (FAR).
6. Subrecipients must not make any award to any party that is debarred or suspended, or is otherwise excluded from participation in the federal assistance programs ([Executive Order 12549, Debarment and Suspension](#)).
 - a. TDEM will not reimburse any expenses for a debarred vendor or Subrecipient that does not have a valid [SAM.gov](#) registration.
 - b. Subrecipients must maintain documentation validating review of the debarment list of eligible contractors. Evidence of non-debarment for vendors must be documented through [SAM.gov](#) and [the Comptroller of Texas](#) and available for review. Subrecipients must maintain documentation to show that they have checked all vendors for debarment and suspension prior to engaging them in a contract using both SAM.gov and the Comptroller of Texas.
7. Subrecipients must comply with rules related to underutilized businesses (small and minority businesses, women's enterprises, veteran-owned, and labor surplus firms) at [2 CFR §200.321](#).
8. Subrecipients must comply with the rules of recovered materials for procurements at [2 CFR §200.323](#).
9. Subrecipients must comply with the rules for domestic preferences for procurements at [2 CFR § 200.322](#).
10. All procurement documentation must be submitted to the Texas Division of Emergency Management (TDEM) at the project level (or appropriate GMS location) prior to the award of any procurement contract by the sub-recipient in association with Hazard Mitigation.

X. Monitoring

Subrecipient will be monitored periodically by federal, state, or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives access to and the right to conduct a financial or compliance review of funds received, and performances rendered under this award. Subrecipient must permit TDEM or its authorized representative to monitor Subrecipient's records. Subrecipient must provide any documents, materials, or information necessary to facilitate such monitoring activities.

- Subrecipient understands and agrees that it is liable to TDEM for any costs disallowed pursuant to any financial or compliance monitoring of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient from funds that were not provided or otherwise made available to the Subrecipient pursuant to this award or any other federal grant or contract.
- Subrecipient must take such action to facilitate the performance of such audit(s) conducted pursuant to this section as TDEM may require of Subrecipient. Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

Subrecipient understands that acceptance of funds under this award acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office's audit or investigation, including providing all records requested. Subrecipient must ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Subrecipient relating to this award.

- TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this award and of the adequacy and timeliness of Subrecipient's performance pursuant to this award.
- After each monitoring visit, if the monitoring visit reveals deficiencies in the Subrecipient's performance under this grant, a monitoring report will be provided to the Subrecipient that includes requirements for the timely correction of such deficiencies by the Subrecipient. Failure by Subrecipient to take action(s) specified in the monitoring report may be cause for special conditions to be placed on future awards, suspension or termination of the current award pursuant to [2 CFR 200.339](#).

XI. Audit

Subrecipients expending \$1,000,000 or more in total federal financial assistance during their fiscal year will be required to have and provide to TDEM a single audit in accordance with [2 CFR Part 200 Subpart F](#).

- A copy of the Single Audit must be electronically submitted to the Federal Audit Clearinghouse (FAC). The audit must be submitted within 30 calendar days after the auditee receives the auditor's report(s) or nine months after the end of the audit period (whichever is earlier) in accordance with [2 CFR 200.507\(c\)](#).

- If the Subrecipient is not required to have a single audit, a response to the request will be required to be provided to TDEM for documentation.

Failing to follow the regulation can result in significant adverse consequences, including any action listed in the Enforcement Section (XIV) of this agreement and in accordance with [2 CFR 200.339](#).

XII. Retention and Accessibility of Records

Subrecipient shall follow its own internal document retention policy, or the State's document retention policy, whichever is more restrictive. At a minimum, Subrecipient must maintain fiscal records and supporting documentation for all expenditures of this award's funds pursuant to the applicable [2 CFR § 200.334-338](#), [TAMU System Regulation 61.99.01](#), and this agreement.

1. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, or any litigation, dispute, or audit.
2. Records shall be retained for three (3) years after the final disposition of real estate or equipment.
3. DHS/FEMA or TDEM may direct the Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long-term retention value. If documentation is not retained in accordance with the retention requirements, the subrecipient will be liable for any costs that cannot be substantiated.

Subrecipient must give DHS/FEMA, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by the Subrecipient pertaining to this award including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

XIII. Changes or Amendments

TDEM may modify this agreement after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this award. Any alteration, addition, or deletion to this agreement made by Subrecipient is not valid.

Any alterations, additions, or deletions to this agreement that are required by changes in federal and state laws, regulations, or policy are automatically incorporated into this agreement without written amendment to this award and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this agreement after an award has been

made, including changes to the period of performance of the award, or terms and conditions, the certifying official shall be notified electronically through GMS of the changes in writing. Once notification has been made, any subsequent request for reimbursement will indicate Subrecipients acceptance of the changes to this award.

XIV. Enforcement

Should Subrecipient materially fail to comply with any term of this award or agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports;
2. Require all payments as reimbursements rather than advance payments;
3. Temporarily withhold payments pending correction of the deficiency;
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project;
6. Withhold cash payments pending correction of the deficiency by Subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Terminate this award, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any terms of this grant ([2 CFR 200.339](#)). TDEM shall provide written notice of the termination that includes:
 - a. The reason(s) for such determination;
 - b. The effective date of such termination; and
 - c. The scope of the termination of the award.
 - d. The termination of an award is final.
8. Withhold future awards for the grant program; and
9. Take other remedies that may be legally available.

In taking an enforcement action, TDEM will adhere to any administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved, and where TDEM, as the recipient, is obligated to follow.

Costs incurred by Subrecipient during a suspension or after the termination of this

award are not allowable costs.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to “Debarment and Suspension” under [Executive Order 12549](#).

XV. Conflicts of Interest

Subrecipient must maintain and provide upon request written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts, and must establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. ([2 CFR 200.112](#) and [2 CFR 200.318\(c\)](#))

XVI. Closing of this Award

TDEM will close each subaward after receiving all required final documentation from Subrecipient. If the close-out review and reconciliation indicate that the Subrecipient is owed additional funds, TDEM will send the final payment automatically to the Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds. This does not affect:

- DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
- Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
- Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
- Any other provisions of this award that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this award after the expiration or termination of this award.

XVII. Notices

All notices and other communications pertaining to this agreement shall be delivered in electronic format and shall be transmitted in TDEM's Grant Management System, hereinafter referred to as “GMS”. TDEM reserves the right to use other delivery avenues as needed.

XVIII. TDEM's Grants Management System

TDEM requires the use of the TDEM's Grants Management System (GMS) for Subrecipient grant management functions. Subrecipients are required to use GMS for all grant-related functions as required by TDEM unless written authorization from

TDEM is given. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements.

Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement. Paper forms and email requests to initiate grant management functions within GMS are not accepted unless an alternative process has been pre-approved by TDEM as indicated above.

XIX. Performance Period

The performance period for this award is listed on the subaward letter for each project. All projects must be completed within the performance period and within the approved budget. Subrecipient shall have expended all award funds and must submit final requests for reimbursements, invoices, and any supporting documentation to TDEM no later than 30 calendar days after the end of the performance period. TDEM is not obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

From time to time, the performance period for grants may be extended by TDEM. These extensions do not change the established performance periods for Subrecipients to submit final requests for reimbursements, invoices, and any supporting documentation.

1. All work must be completed prior to the approved project completion deadline assigned to each project.
 - a. For Public Assistance projects written at 100% complete, documentation must be submitted within 60 days of the Recovery Scoping Meeting (or DHS/FEMA process equivalent).
 - b. For projects not written at 100% complete for both Hazard Mitigation and Public Assistance awards, documentation must be submitted within 30 days of the work completion date.
2. Should additional time be required to complete a project, a time extension request must be submitted in GMS in advance to TDEM which:
 - a. Identifies the projects requiring an extension;
 - b. Explains the reason for an extension;
 - c. Indicates the percentage of work that has been completed;
 - d. Provides an anticipated completion date;
 - e. Provides detailed milestones documenting expected progress.

The reason for an extension must be based on extenuating circumstances, or unusual

project requirements that are beyond the control of Subrecipient. Failure to submit a time extension request 90 days prior to the end of the existing period of performance may result in denial, reduction, or withdrawal of federal funds for approved work. In some circumstances, a request for a project extension may extend beyond the period of performance between TDEM and DHS/FEMA, and so a request for an extension must be approved first by the federal agency before TDEM has authority to approve an extension for a Subrecipient.

XX. Cost/Scope Modification

Any change to a project's approved scope of work must be reported and approved through TDEM and DHS/FEMA before starting the project. Failure to do so will jeopardize award funding.

Subrecipient shall submit requests for cost overruns to TDEM for review. Any requests sent for a Public Assistance project will be submitted to DHS/FEMA for review and approval. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to the approval of any scope or budget/cost changes may be denied.

XXI. Final Expenditures Report

The Project Completion and Certification Report (P4) must be submitted to TDEM within 60 calendar days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report and the Applicant's Attestation for Duplication of Benefits (DOB) form certifying that other funds were received to complete the project.

XXII. Net Small Project Overrun

If the total actual cost of all of a Subrecipient's Public Assistance small projects combined exceeds the total obligated for all small projects, the Subrecipient may request additional funding through the appeal process, within 60 calendar days of the latest work completion date of all its Small Projects, as described in the [Public Assistance Program and Policy Guide](#). A net small project overrun appeal will require a review of all small projects and could result in a reduction of funding.

XXIII. Appeals

1. Public Assistance

In the event that Subrecipient does not agree with the determinations made by DHS/FEMA, Subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting Subrecipient's position, specifying the monetary figure in dispute and the provisions in federal law, regulation, or policy with which Subrecipient believes the initial action was inconsistent. Additionally, for

disasters declared on or after January 1, 2022, Subrecipients must submit appeals using DHS/FEMA's Grants Portal system, in addition to GMS. An appeal must be submitted by Subrecipient within the following time frames:

- a. Any DHS/FEMA determination – 60 calendar days from the written notice of the determination being made.
- b. Second Appeal – 60 calendar days from the written notice of the determination made on the previous appeal.

Appeals should be addressed to the TDEM's Division Chief of Recovery and should contain additional information that the Subrecipient wants to have considered. Upon receipt of an appeal from Subrecipient, TDEM will review the material submitted and forward the appeal with a written recommendation to DHS/FEMA within 60 calendar days.

For presidentially declared disasters on or after January 1, 2016, the Subrecipient may choose to arbitrate in lieu of submitting a second appeal. The arbitration program is designed to offer an alternate second appeal process by providing final adjudication through an independent, neutral panel of arbitrators for particular PA projects involving a dispute equal to or in excess of \$500,000 (or \$100,000 if the Subrecipient is in a "rural area", defined as having a population of less than 200,000 living outside an urbanized area) and must be filed within 60 calendar days of receipt of the first appeal decision. For specific information, refer to [44 CFR § 206.206](#).

2. Hazard Mitigation

In the event that Subrecipient does not agree with the determinations made by DHS/FEMA, Subrecipient has the right to file an appeal. This appeal must be submitted in GMS by initiating a New Project Appeal, attaching documented justification supporting the Subrecipient's position, specifying the monetary figure in dispute, and the provisions in federal law, regulation, or policy with which the Subrecipient believes the initial action was inconsistent. An appeal must be submitted by Subrecipient within the following time frames ([44 CFR § 206.440](#)):

- a. Any DHS/FEMA or TDEM determination – 60 calendar days from the date of the determination of the appeal written on the DHS/FEMA letter;
- b. Second Appeal – 60 calendar days from the written notice of the determination made on the previous appeal. The decision of the Second Appeal is final and not subject to arbitration.

Appeals must be addressed to the State Hazard Mitigation Officer (SHMO) and should contain additional information, in accordance with Hazard Mitigation Assistance (HMA) guidance, that the Subrecipient wants to have considered by DHS/FEMA. Upon receipt of an appeal from Subrecipient, TDEM will forward the

appeal to DHS/FEMA within 60 calendar days.

XXIV. Requests for Reimbursement and Advance of Funds

Subrecipient will request payment of funds on projects by initiating a request for reimbursement (RFR) in GMS or an advance of funds request (AFR) through GMS. The request must include documentation supporting the request.

Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter. If payment is not requested quarterly, Subrecipient is subject to enforcement mechanisms described in the Enforcement section (XIV) of these terms and conditions. Additional monitoring may be required of Subrecipients if funds are advanced.

Small projects will be paid upon completion of work and submission of all necessary closeout documentation to TDEM. Due to the increase in the maximum small project amount, the Subrecipient may require an Advance of Funds to pay the eligible costs of the approved project scopes of work. The [small project threshold](#) is adjusted with each federal fiscal year.

Should the Subrecipient have an active receivable on any grant administered by TDEM, TDEM may choose not to process an advance of funds until the receivable is resolved or another arrangement is made.

XXV. Quarterly Report Requirements

Subrecipients must submit quarterly progress reports (QPR) for open, large projects in Public Assistance, all Hazard Mitigation Grant Program, Building Resilient Infrastructure and Committees (BRIC), and Pre-Disaster Mitigation Grant projects using GMS. QPRs are due to TDEM the 15th of the month after the reporting period ends. The reporting periods consist of four 3-month periods:

- a. Quarter 1 (Q1): October – December
- b. Quarter 2 (Q2): January – March
- c. Quarter 3 (Q3): April – June
- d. Quarter 4 (Q4): July – September

Failure to submit required QPRs that demonstrate appropriate project progress for two or more quarters, or Requests for Reimbursement (RFR) not submitted quarterly, can result in the withholding or de-obligation of funding for Subrecipient until all QPRs are submitted to TDEM, as outlined in XIV Enforcement of these terms and conditions.

TDEM may use the data provided in QPRs when considering requests for overruns, period of performance extensions, or any other award activity. If projects are not progressing, TDEM may require additional reporting or may take any other appropriate

action to comply with the required standards.

XXVI. Equipment Records

When an individual item of equipment is no longer required for federally funded programs or projects, Subrecipient must calculate the current fair market value of the individual item. If items have a fair market value of more than \$10,000 per unit, Subrecipient must report the equipment to TDEM. TDEM will work with DHS/FEMA to provide the Subrecipient with appropriate disposition instructions. For full rules and regulations regarding equipment, reference [2 CFR 200.313](#).

XXVII. FEMA Grants Portal and FEMA GO

In addition to TDEM's Grants Management System, Subrecipient may also utilize the required DHS/FEMA grant management systems; however, the TDEM GMS system is the official system of record. The FEMA Public Assistance Delivery Model, or Simplified Application process, is used to facilitate the writing of project worksheets in FEMA's Grants Portal system (Portal). Subrecipient must establish and maintain an active account in the Portal. It is the Subrecipient's responsibility to provide and upload all requested information in a timely manner, which is needed to write accurate project worksheets. The Portal provides the Subrecipient with visibility of the entire project writing process.

The FEMA Grant Outcomes (FEMA GO) platform is used to facilitate the application, tracking, and management of Hazard Mitigation Grant Programs (HMGP) including Building Resilient Infrastructure and Communities (BRIC), and additional programs anticipated in the future. The Subrecipient is responsible for requesting and maintaining an active account in FEMA GO and responding in a timely manner to any information requested to complete the award process.

The use of FEMA's Grants Portal and FEMA GO does not eliminate the requirement to use TDEM's Grants Management System.

XXVIII. Indirect Cost Rates

Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 15 percent de minimis rate of modified total direct costs (MTDC) (as per [2 CFR § 200.414](#)) when receiving Management Costs.

XXIX. Request for Information

TDEM and/or DHS/FEMA may request additional information from Subrecipient throughout the life cycle of this grant. This process, Request for Information, is herein referred to as RFI. DHS/FEMA RFIs may be received directly from TDEM's Grants Management System (GMS), FEMA systems (FEMA Grants Portal & FEMA GO), DHS/FEMA employees, or indirectly through TDEM representatives. DHS/FEMA RFI timeframes may vary, but due dates are always communicated upon transmission of the RFI. The TDEM RFI policies can be found in Exhibits G & H.

Exhibits

Exhibit A: Assurance – Non-Construction Programs

(See [Standard Form 424B](#))

As the duly authorized representative of applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the

basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the

provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of

underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42

U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Exhibit B: Assurances – Construction Programs

(See [Standard Form 424D](#))

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title

VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681, 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and

III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality

control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance

audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Exhibit C: Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 - a. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.SAM.gov and the [State Debarred Vendor List](#);
 - b. Have not within a three-year period preceding this grant been convicted of or had

a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 - d. Have not within a three-year period preceding this grant had one or more public transactions (federal, state, or local) terminated for cause or default; or
 - e. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this grant. (Federal Certification).
- 5. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
 - 6. Subrecipient will comply with [2 CFR Part 180, Subpart C](#) as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
 - 7. Subrecipient will comply with the Drug-free Workplace Act, [2 CFR Part 3001](#).
 - 8. Subrecipient is not delinquent on any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129, [“Policies for Federal Credit Programs and Non-Tax Receivables.”](#) and form SF-424, item number 20 for additional information and guidance.
 - 9. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this grant.
 - 10. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this grant.

Exhibit D: State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with [Texas Government Code, Chapter 573](#), by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall ensure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with [Texas Government Code, Chapter 552](#), unless otherwise expressly prohibited by law.
3. Shall comply with [Texas Government Code, Chapter 551](#), which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with [Section 231.006, Texas Family Code](#), which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to [Chapter 1701, Texas Occupations Code](#), or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and Subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. [2 CFR 200.300](#), [2 CFR 200.325\(c\)\(2\)](#), and [2 CFR 200.332](#)

8. Shall comply with the [Texas Family Code, Section 261.101](#), which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 ([P.L. 88-352](#)), which prohibits discrimination on the basis of race, color, or national origin;
 - (b) Title IX of the Education Amendments of 1972, as amended ([20 U.S.C. §§1681-1683, and 1685-1686](#)), which prohibits discrimination on the basis of sex;
 - (c) Section 504 of the Rehabilitation Act of 1973, as amended ([29 U.S.C. §794](#)), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, [42 U.S.C. §§ 12101-12213](#);
 - (d) the Age Discrimination Act of 1974, as amended ([42 U.S.C. §§6101-6107](#)), which prohibits discrimination on the basis of age;
 - (e) the Drug Abuse Office and Treatment Act of 1972 ([P.L. 92-255](#)), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 ([P.L. 91-616](#)), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (g) §§523 and 527 of the Public Health Service Act of 1912 ([42 U.S.C. §§290dd-3 and 290ee-3](#)), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (h) Title VIII of the Civil Rights Act of 1968 ([42 U.S.C. §§3601 et seq.](#)), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
 - (j) the requirements of any other nondiscrimination statute(s) which may apply to

this grant.

10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act ([40 U.S.C. §§276a to 276a-7](#)), the Copeland Act ([40 U.S.C. §276c](#) and [18 U.S.C. §874](#)), and the Contract Work Hours and Safety Standards Act ([40 U.S.C. §§327-333](#)), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 ([P.L. 91- 646](#)), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act ([5 U.S.C. §§7321-29](#)), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the [Federal Fair Labor Standards Act](#) and the [Intergovernmental Personnel Act of 1970](#), as applicable.
14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA ([EO 11738](#)).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, [Public Law 93-234](#). Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following:
 - (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 ([P.L. 91-190](#)) and Executive Order ([EO 11514](#));
 - (b) notification of violating facilities pursuant to [EO 11738](#);

- (c) protection of wetlands pursuant to [EO 11990](#);
 - (d) evaluation of flood hazards in floodplains in accordance with [EO 11988](#);
 - (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 ([16 U.S.C. §§1451](#) et seq.);
 - (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended ([42 U.S.C. §§7401](#) et seq.);
 - (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended ([P.L. 93-523](#)); and
 - (h) protection of endangered species under the Endangered Species Act of 1973, as amended ([P.L. 93-205](#)).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 ([16 U.S.C. §§1271](#) et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended ([16 U.S.C. §470](#)), [EO 11593](#) (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 ([16 U.S.C. §§469a-1](#) et seq.).
 19. Shall comply with the [Laboratory Animal Welfare Act of 1966](#) (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
 20. Shall comply with the [Lead-Based Paint Poisoning Prevention Act](#) (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in the construction or rehabilitation of residential structures.
 21. Shall comply with the [Pro-Children Act of 1994](#) (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
 22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in [Executive Order 13224](#). Entities ineligible for federal procurement have Exclusions listed at www.SAM.gov.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the [Texas Health and Safety Code, Ann., Sec. 85.001](#), et seq.

Exhibit E: Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. Shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. Shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. As soon as possible upon receiving this grant, shall provide information to TDEM to assist with the legally required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. Shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. Shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. If ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

Exhibit F: Additional Grant Certifications

Public Assistance and Hazard Mitigation Program Grant (HMGP)

1. Match Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (projects) and amendments (versions) under this Grant Agreement. All matching funds must be documented in compliance with 2 CFR 200.306.

2. Duplication of Program Statement

Subrecipient certifies there has not been, nor will be, a duplication of benefits for this project Match Certification.

3. Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal debt.

Hazard Mitigation Program Grant (HMGP) Only

1. Maintenance Agreement

Applicant certifies that there is a Maintenance Agreement needed for this facility and that a copy of that agreement will be provided to TDEM.

2. Environmental Justice Statement

Federal [Executive Order 12898](#) compliance requirements – If there are any concentrations of low-income or minority populations in or near the HMGP projects:

- a. Applicant certifies that the HMGP project result will not result in a disproportionately high effect on low-income or minority populations, or
- b. Applicant certifies that actions will be taken to ensure environmental justice for low income and minority populations related to this HMGP project.

Exhibit G: Request for Information Procedure

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to requests for information. TDEM at any point may compress timelines for RFI responses due to other factors such as audit deadlines, grant award deadlines or other deadlines imposed by the awarding/auditing agency. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

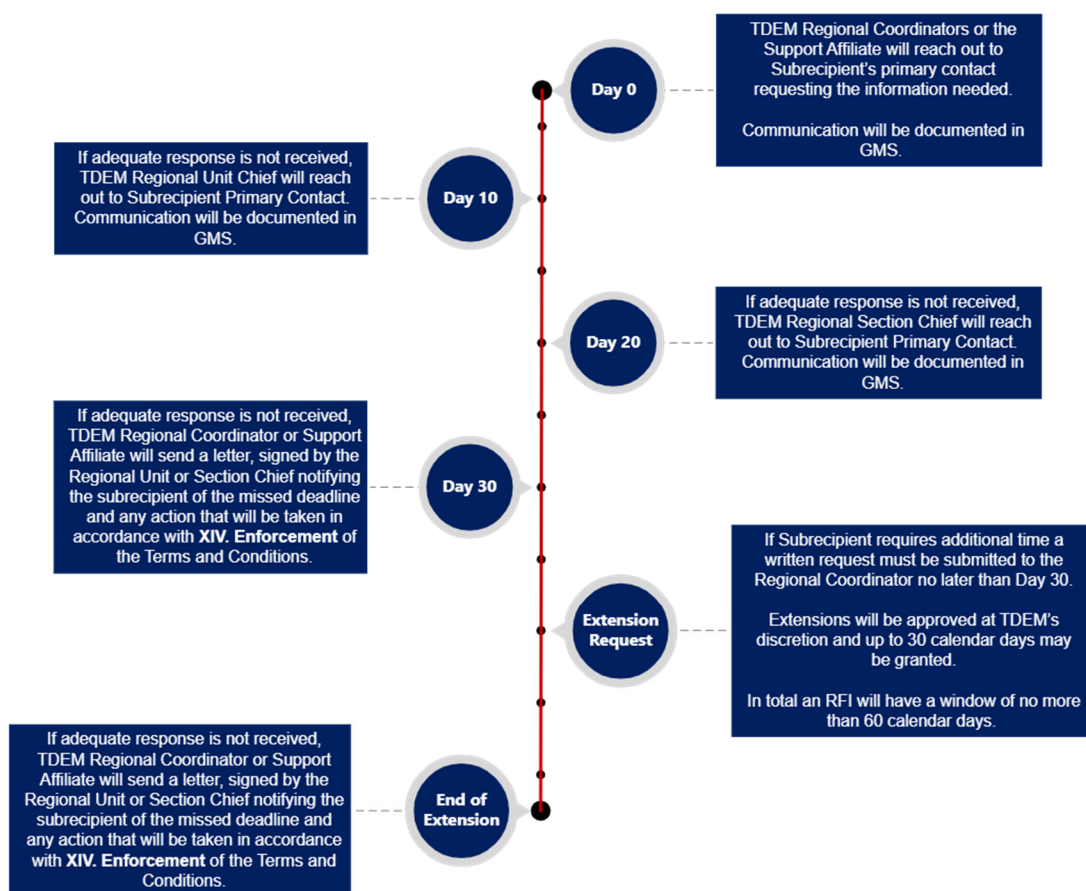


Exhibit H: Hazard Mitigation Application Request for Information Procedure

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely obligation of projects. TDEM has developed a framework following a progressive series of communications for the Subrecipient, referred to as Request for Information (RFI). TDEM will work with Subrecipients throughout the RFI process as communication is the key to success.

This policy will be applied to Hazard Mitigation projects for management activities pre-obligation. This policy will address non-responsive and inadequate responses to requests for information. The timeline outlined below represents a single, 15-day calendar period beginning from TDEM's first review of the Subrecipient's application. Failure to supply timely responses could result in dismissal of the application or award submission. Although the timeline outlines milestones to be completed, nothing limits the ability of TDEM from sending communications.

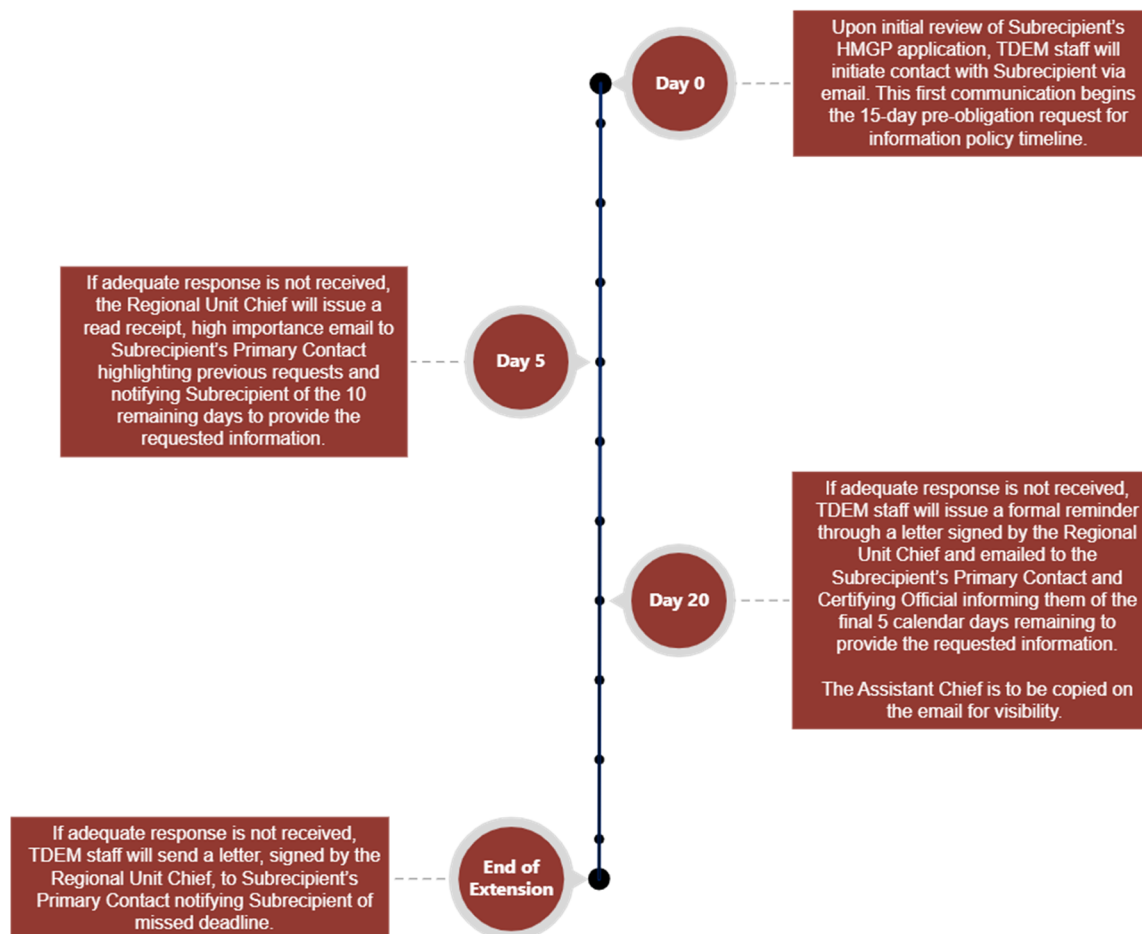


Exhibit I: Recoupment of Funds

Procedure Summary

1. This procedure is to ensure responsible spending of federal dollars, [2 CFR 200.428](#) and [2 CFR 200.305](#) require that the State of Texas and the Texas Division of Emergency Management (TDEM) act to identify and recover any improper payments.
2. This procedure applies to all Subrecipients that receive funds from or through TDEM and explains the process by which funding to Subrecipients will be recovered in the event that such funding is determined to be an overpayment or is not expended appropriately under the terms and conditions between TDEM and the Subrecipient and/or applicable FEMA program, statute, regulations, or guidance.
3. The federal dollars described in this policy are passed through TDEM, which serves as the Governor's authorized representative for the federal grants described in these Terms and Conditions. Any amount of debt owed to the federal government is ultimately the responsibility of the State of Texas, not specifically the responsibility of TDEM..

Procedure

1. Applicability of Recoupment

- 1.1. This procedure will be applied to Subrecipients that have been determined by TDEM to have received an overpayment or that TDEM determines has not spent federal funds in accordance with their approved grant award.

2. Subrecipient's Responsibilities

- 2.1. Subrecipients are required to sign Grant Terms and Conditions prior to receipt of funds that stipulate Subrecipients shall refund to TDEM any sum that has been determined by TDEM to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with their grant or financial award.
- 2.2. No refund payment(s) shall be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted under the applicable program.
- 2.3. Subrecipients shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund.

3. TDEM Collection Actions

3.1. Upon determination that a Subrecipient has received an overpayment or has not expended funds in accordance with the grant or fiscal award, the following steps will be taken:

3.1.1. First Formal Communication: A recoupment letter will be sent to the Subrecipient's Authorized Agent(s) highlighting the amount of federal funds owed, electronic transfer information, and the requirement to repay the amount within thirty (30) calendar days.

3.1.1.1. The communication will be sent using electronic mail to the designated agent identified in the grant/funding application, and;

3.1.1.2. Posted in TDEM's Grants Management System (GMS).

3.1.2. TDEM will confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipient or making documented verbal contact with the Subrecipients designated agent, mayor, or county judge as applicable.

3.1.3. If the Subrecipient fails to make repayment of the amount identified in the recoupment letter within thirty (30) business days of receipt of the letter, TDEM may offset an applicant's owed funds against current available funding due to applicant unless an agreement to return funding is reached with the applicant as approved by TDEM.

3.1.4. If the repayment is not made, TDEM shall send an additional notice to the Subrecipient by electronic mail and posted to GMS within forty-five (45) calendar days after the first letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

If the repayment is not made after the second letter, TDEM shall send a third notice to the Subrecipient by electronic mail and posted to the GMS within forty-five (45) calendar days after the second letter was sent and then confirm receipt of the recoupment letter by either receiving a written confirmation from the Subrecipients designated agent, mayor, or county judge as applicable. This letter will indicate the amount of funds that have been transferred to offset the amount due and remaining balance or will confirm if offset will occur. In addition, the letter will contain information related to recoupment options that may be taken in accordance with section 3.2 Delinquent Accounts.

3.1.5. If the Subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement to repay the funding to TDEM within one hundred twenty (120) calendar days from the date that the original recoupment letter was sent, TDEM will take any and all authorized actions to withhold funding for other grants, including issuing a State Comptroller Warrant Hold and/or referring the matter to the attorney general. TDEM shall notify the Subrecipient of any such decision.

3.2. Delinquent Accounts

3.2.1. Delinquency Determination

3.2.1.1. If a Subrecipient fails to make repayment of the amount identified in the recoupment letter or enter an agreement approved by TDEM to repay the funding with TDEM within 120 calendar days from the date the original recoupment letter was sent, TDEM may determine that the account is delinquent.

3.2.1.2. At TDEM's sole discretion, TDEM may authorize payment plans that fully reimburse the full amount owed over a one to ninemonth period not to exceed the end of the grant period. From time to time, variances in approved timelines may occur based on the phase of the grant process and other timelines determined by FEMA such as periods of performance and closeout liquidation periods.

3.2.1.3. Should a Subrecipient enter into a payment plan and then fail to make more than one timely payment, the payment plan shall be considered invalid, and the full balance shall be due within 30 calendar days. If payment is not made within 30 calendar days, the actions contained within Section 3.1.7 and Section 3.2.

3.2.2. Warrant Hold Process

3.2.2.1. Once TDEM has determined that the debt is delinquent, TDEM may utilize the state comptroller's warrant hold process to ensure payments are not issued to the individual or entity that is indebted to the state.

3.2.3. Referral to the Attorney General

3.2.3.1. Once the account is determined to be delinquent, TDEM may determine whether to refer the account to the Attorney General through the System Office of the General Counsel.

3.2.3.2. The determination as to the manner in which to pursue the collection of the account must consider the following:

- 3.2.3.2.1. The size of the debt;
- 3.2.3.2.2. The existence of any security or collateral;
- 3.2.3.2.3. The likelihood of collection through passive means;
- 3.2.3.2.4. The cost to TDEM or the Attorney General in attempting to collect the obligation; and
- 3.2.3.2.5. The availability of resources within TDEM or the Attorney General to devote to the collection of the obligation.

3.2.3.3. Upon a determination to refer to the Attorney General, TDEM shall notify the Subrecipient of the delinquency status of the account, including the amount in no more than two mailed letters.

3.2.3.3.1. The first demand letter shall be mailed USPS First Class Mail within 30 calendar days after the debt has been determined delinquent and an Attorney General referral is desired.

3.2.3.3.2. The second demand letter shall be mailed USPS First Class Mail between 30-60 calendar days after the first demand letter was mailed if repayment of the amount has not occurred.

3.2.3.4. If TDEM determines that it will refer the matter to the Attorney General, it shall, through the System Office of the General Counsel, notify the Attorney General by 90 calendar days after the first demand letter was sent.

3.3. TDEM shall maintain copies of all communications with the Subrecipients regarding the recoupment of the grant or financial award funding.

4. TDEM's Ability to Remedy

Nothing in this procedure shall limit TDEM's ability to implement alternative remedies for which it has authority to resolve outstanding recoupments.

Nothing in this policy shall prohibit TDEM from immediately taking any recoupment action after the first thirty (30) calendar day notice has been issued requesting repayment.



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Approval to enter into an Interlocal Agreement with the City of Grand Prairie for the purpose of utilizing the City of Grand Prairie's competitively procured contract for micro surfacing pavement preservation services.

BACKGROUND:

The City of Leander staff is seeking approval to enter into an Interlocal Agreement (ILA) with the City of Grand Prairie for the purpose of utilizing the City of Grand Prairie's competitively procured contract for micro surfacing pavement preservation services. This cooperative arrangement will allow the City of Leander to leverage an existing contract that has already been competitively solicited and awarded in compliance with state procurement laws, thereby saving time and administrative costs while ensuring access to qualified contractors.

The ILA provides the City of Leander the ability to address roadway maintenance needs efficiently by applying a proven pavement preservation technique that extends the service life of existing streets, reduces long-term repair costs, and improves safety for the traveling public. By participating in this cooperative contract, The City of Leander benefits from favorable pricing, established vendor performance standards, and streamlined procurement processes. Approval of this agreement will allow the City of Leander to move forward quickly with scheduled pavement preservation projects, demonstrating fiscal responsibility and commitment to infrastructure stewardship.

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

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff is seeking approval.

PRESENTER:

Victor Castillo, Purchasing Manager

Fiscal Impact

Attachments:

1. Master Interlocal Agreement - Leander and Grand Prairie - (2025)

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF GRAND PRAIRIE
AND CITY OF LEANDER, TX**

THIS MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT (“Agreement”) is made and entered into as of the last date signed by both Parties, by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the “CITY”), and **CITY OF LEANDER**, a Texas municipal corporation, (hereinafter referred to as “ENTITY”). CITY and ENTITY shall each be referred to individually herein as a “Party” and shall collectively be referred to as the “Parties.”

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services; and

WHEREAS, the Parties desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services; and

WHEREAS, the Parties represent that each are independently authorized to perform the functions or services contemplated by this Agreement; and

WHEREAS, it is deemed in the best interest of all Parties that said Parties do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services; and

WHEREAS, the Parties’ respective governing bodies are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each Party has sufficient resources to perform the functions contemplated by this Agreement.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, the Parties promise and agree as to each of the other as follows:

1. **Responsibilities of the Parties.**
 - A. The Parties are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate laws and procedures governing competitive bids and competitive proposals, if required.

- B. The Parties agree that the ordering of goods and services is the responsibility of the Party seeking to obtain such goods and services under the established contract, and that said Party shall deal directly with the vendor in obtaining the goods and services and payment therefore. The Party seeking to obtain goods and services from vendor shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither Party warrant, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should a dispute arise between a Party seeking to obtain goods and services from a vendor and the vendor, the same shall be handled by and between that Party and the vendor.
 - C. Each Party shall pay invoices directly to the vendor of goods and services that are invoiced and delivered directly to that respective Party.
 - D. Participation of either Party in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either Party from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
 - E. Each Party shall ensure that all applicable laws and ordinances have been satisfied.
2. **Relationship of Parties.** The Parties shall perform all work and services under this Agreement as independent contractors. It is expressly understood that the employees, methods, contractors, facilities and equipment of each Party shall at all times be under its exclusive jurisdiction, direction and control. Nothing herein shall be construed as creating a partnership or joint venture between the Parties, its agents, employees and subcontractors; and the doctrine of respondent superior shall have no application as between the Parties.
3. **Effective Date and Term.** This Agreement shall be in full force and effect as of the last date of execution by the Parties hereto and shall remain in effect, unless terminated by either Party as provided for in Section 5 herein
4. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all Parties. Mutual consent will be demonstrated by approval of the governing body of each Party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all Parties
5. **Termination.** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party as set forth in Section 9 herein.
6. **Hold Harmless.** EACH PARTY SHALL BE LIABLE FOR ANY AND ALL CLAIMS, LOSS, DAMAGE OR INJURY, INCLUDING DAMAGE TO PROPERTY PERSONAL INJURY, ARISING OUT OF OR CAUSED BY THE

**ACTS, OMISSIONS, OR WILFULL MISCONDUCT OF ITS OWN
EMPLOYEES, OFFICERS, DIRECTORS, AGENTS OR
REPRESENTATIVES.**

7. **Severability.** If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
8. **Designated Representative.** The parties mutually agree that each Party shall designate a person to act under the direction of, and on behalf of, that local government in all matters relating to this Agreement. (the "Designated Representative"). The Designated Representative for each Party is listed in Section 9 herein.
9. **Notice.** Notice as required by this Agreement shall be in writing delivered to the parties via facsimile or certified mail at the addresses listed below. Each party shall notify the other in writing within ten (10) business days of any change in the information listed in this Section.

City of Grand Prairie: Purchasing Division
Attn: Purchasing Manager
City of Grand Prairie
300 W. Main St.
Grand Prairie, TX 75050
Ph 972-237-8269
GPpurchasing@gptx.org

City of Leander, TX: Purchasing Division
City of Leander
Attn: Victor Castillo, Purchasing Manager
105 N. Brushy St.
Leander, TX 78641
Ph 512-528-2730
purchasing@leandertx.gov

10. **Governing Law/Venue.** This Agreement is made subject to the existing provisions of the Charter of the CITY, its rules, regulations, procedures and ordinances, present and future, and is made in accordance with and shall be governed by the laws of the state of Texas. This Agreement shall be performable in Grand Prairie, Texas, and the Parties agree that if any State Court action is necessary to enforce this Agreement, exclusive venue will lie in Dallas County, Texas. Venue for any Federal Court action

shall be in the United States District Court for the Northern District of Texas, Dallas Division.

11. **Electronic Signature.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
12. **Entire Agreement.** This Agreement and any documents referenced herein and incorporated as a part hereof, shall constitute the entire agreement relating to the subject matter hereof between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective upon execution and dating by each Party. This Agreement shall be effective from the last date signed by an authorized representative of each participating Party.

CITY OF GRAND PRAIRIE, TX

CITY OF LEANDER, TX

By: _____
Megan Mahan
Deputy City Manager

Name: Christine DeLisle
Title: Mayor

Date: _____

Date: 10/16/2025

ATTEST:

ATTEST:

Mona Lisa Galicia,
City Secretary

Name: Dara Crabtree
Title: City Secretary

APPROVED AS TO FORM:

Maleshia B. McGinnis, City Attorney



EXECUTIVE SUMMARY 10/16/2025

AGENDA SUBJECT:

Conduct a Public Hearing regarding Special Use Case Z-25-0161 for a Special Use Permit to allow for outdoor sporting activities such as soccer, cricket, football, and other similar sports on two (2) parcels of land approximately 0.603 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R036045 and R036046; and commonly known as 302 and 304 Brushy Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0161 as described above.

BACKGROUND:

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 box cricket and practice facility. This property is currently designated as T5-Urban Center which does not allow for outdoor sporting facilities. This permit would allow for the proposed box cricket field and practice nets on a five (5) year time limit.

GENERAL INFORMATION:

Current Zoning: T5 - Urban Center

Size and Location: The property is located at 302 and 304 Brushy Street,.

Surrounding Area: This property is on the east of the Desi Hangout and Wildfire Park and west of the Terry Davis & Associates office. Southwest of W. Broade Street is the Night Owl.

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.

HISTORY/TIMELINE:

09/22/2005 – TOD Zoning Approved
09/11/2025 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Bharat On Wheels, LLC. (Sai Kuchakulla) on behalf of John W. Pleuthner.

RECOMMENDATION:

As part of the evaluation of this request, the City Council has 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, alter proposed uses, limit type of signage, etc.

If the City Council determines that this development is unique and beneficial to Old Town, Staff recommends Option 1 listed above – Approve the proposed Special Use request for a five (5) year time frame. Staff made this recommendation based on compatible land use types with the Old Town district. 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.”

During the meeting of September 11, 2025, the Planning & Zoning Commission recommended approval of the Special Use Permit with the following conditions:

- Uses shall be limited to cricket activities only;
- Hours of operation shall be limited to Monday through Thursday from 5:00 p.m. to 11:00 p.m., Friday from 5:00 p.m. to 12:00 a.m., Saturday from 8:00 a.m. to 12:00 a.m., and Sunday from 8:00 a.m. to 11:00 p.m.; and
- Five (5) year time limit.

PRESENTER:

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

Attachments:

1. Z-25-0161 Att 1 Letter of Intent - Desi Hangout SUP
2. Z-25-0161 Att 2 Current Zoning - Desi Hangout SUP
3. Z-25-0161 Att 3 FLU Map - Desi Hangout SUP
4. Z-25-0161 Att 4 Public Notification - Desi Hangout SUP
5. Z-25-0161 Att 5 Aerial Map - Desi Hangout SUP
6. Z-25-0161 Att 6 Outreach Summary - Desi Hangout SUP
7. Z-25-0161 Att 8 P&Z Minutes
8. Z-25-0161 Att 7 Ordinance - Desi Hangout SUP

Subject: Letter of Intent for Special Use Permit Request – Box Cricket and Practice Nets Facility

City of Leander Planning Department,

I am writing to formally request a Special Use Permit to establish a **Box Cricket and Practice Nets Facility** on the property at 304 N Brushy St, Leander, TX, 78641. Our proposed project is designed to meet the growing demand for cricket facilities in the Leander community while enhancing recreational and social opportunities for residents of all ages.

Physical Description of the Property

The property is situated in a central area of Leander (304 N Brushy St, Leander, TX, 78641). It is easily accessible for Cedar Park and Leander residents, making it an ideal location for a community-focused recreational facility.

- **Land Use:** The property is vacant land.
- **Planned Development:** The facility will include:
 1. A **box cricket field** with durable nets for safety and uninterrupted play.
 2. **Three practice nets**, enabling year-round use for training and casual play.
 3. Supporting amenities, including adequate parking, family-friendly rest areas, and pathways for accessibility.
 4. Landscaping that adheres to city guidelines, ensuring an eco-friendly and visually appealing design.

Purpose of the Special Use Permit

The requested Special Use Permit is essential to allow the construction and operation of a recreational facility that aligns with the community's needs and zoning requirements. This project will:

1. Provide a safe and inclusive environment for residents to engage in sports and physical activity.
2. Enhance recreational opportunities by introducing the globally popular sport of cricket to a broader audience in Leander.
3. Serve as a community hub for cultural and social engagement, fostering stronger neighborhood connections.

Our facility will bring multiple benefits to the local community:

- **Accessibility:** Conveniently located to serve Leander residents and visitors.
- **Inclusivity:** Programs tailored for youth, women, and beginners, ensuring broad participation.

- **Economic Impact:** Attract visitors to the area, boosting local businesses and the economy.
- **Environmental Considerations:** Incorporating sustainable practices, including water-efficient landscaping and eco-friendly materials.

Compliance with City Standards

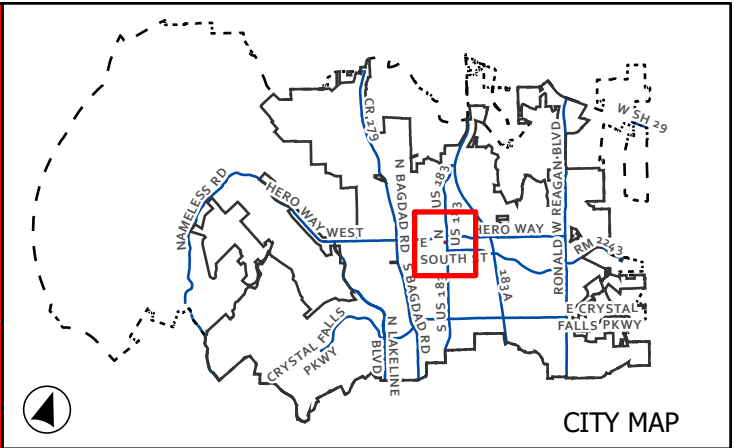
We are committed to designing and managing the facility in full compliance with the City of Leander's zoning and development standards. This includes adhering to regulations related to parking, traffic management, safety protocols, and accessibility for individuals with disabilities.

We believe this facility will significantly contribute to Leander's recreational and community development. We respectfully request your approval of this Special Use Permit to make this vision a reality.

Please feel free to contact me for any additional information or to schedule a meeting.

Thank you for your time and consideration.

Sincerely,
Sai Kian Reddy Kuchakulla
2720 brushwood meadow
Leander, Tx, 78641
saikiran3215@gmail.com
+1(845) 399-0423



CASE: Z-25-0161

ATTACHMENT 2

DESI HANGOUT
BOX CRICKET SUP

Current Zoning

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

0

87.5

175

Feet

City Limits

ETJ

Subject Boundary

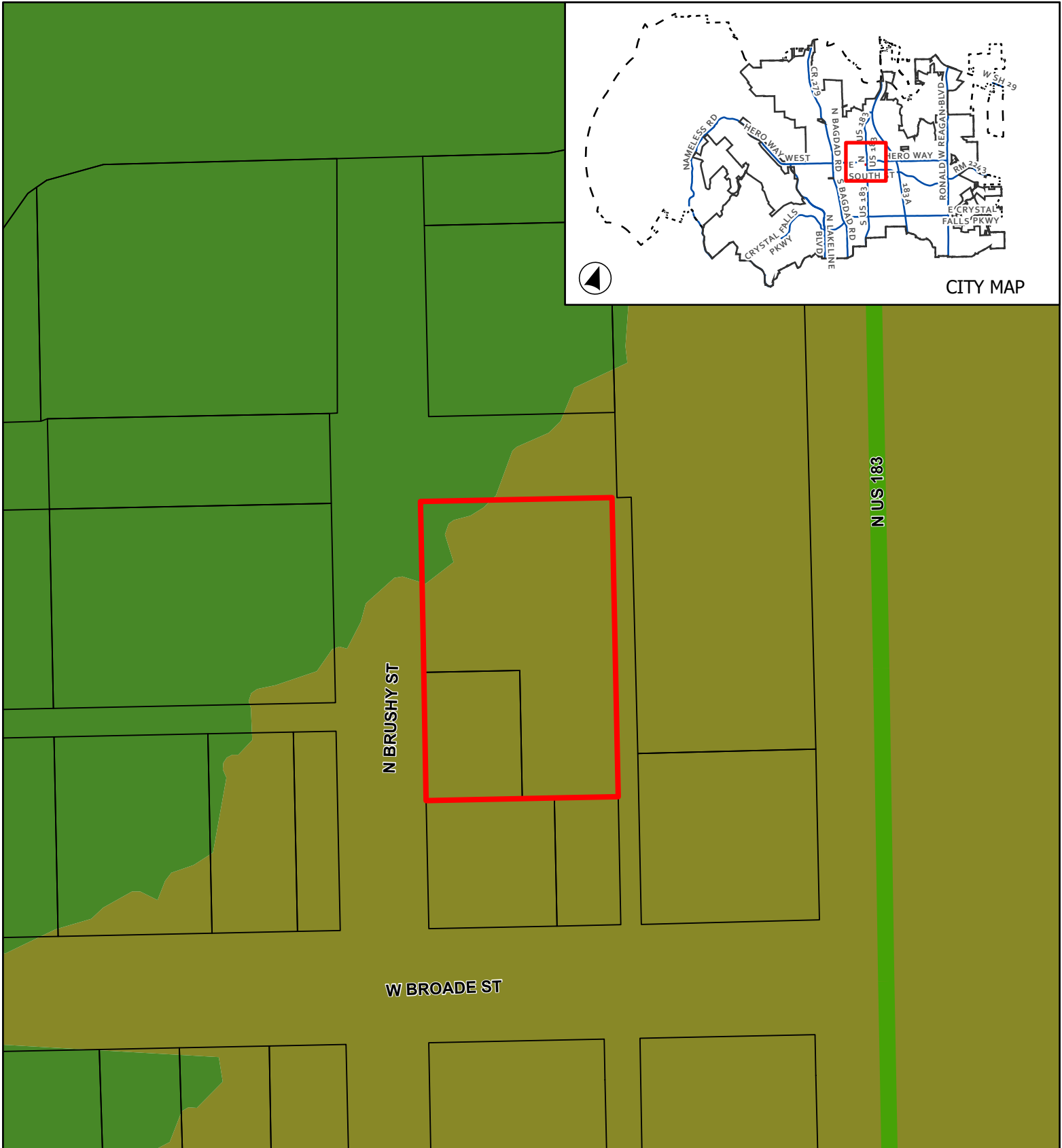
Current Zoning

GC - General Commercial

S2 - Station Sector

T5 - Urban Center

Page 164 of 308



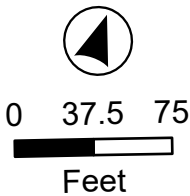
CASE: Z-25-0161

ATTACHMENT 3

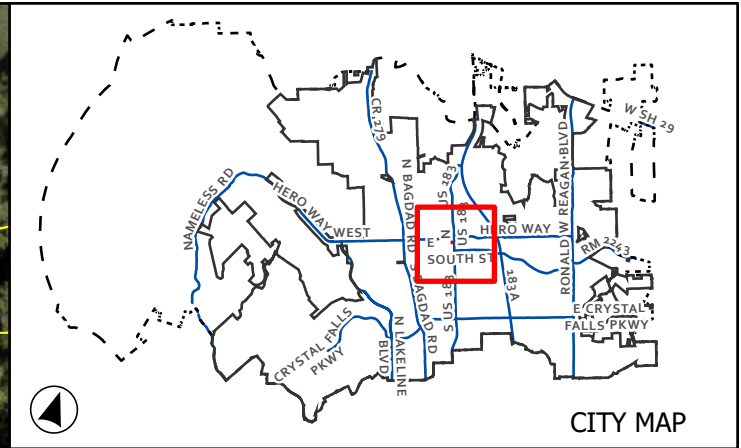
DESI HANGOUT
BOX CRICKET SUP

Future Land Use Map

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



- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Arterial 6 Lane, Existing
- Old Town
- Greenway



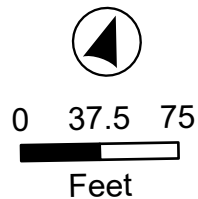
CASE: Z-25-0161

ATTACHMENT 5

DESI HANGOUT
BOX CRICKET 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.

Both By mail and Direct leaving packet at door
packet hand over - Jan of 2025
mail - July 15th 2025

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.

204 W Brode St
206 W Brode St
207 W Brode St
All Commercial Business

3. What concerns were raised during these communications?

None

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

None

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

Signature:

K-Si Kimnelly

Date

08/07/2025
08/07/2025

July 15th, 2025

Dear Neighbor,

Subject: Notification of Proposed Box Cricket and Practice Nets Facility at 302 & 304 N Brushy St, Leander, TX 78641

I hope this letter finds you well. My name is **Sai Kuchakulla (United States Army Veteran)**, and I am reaching out as the applicant for a proposed recreational project in our neighborhood.

We are in the process of requesting a **Special Use Permit** from the City of Leander Planning Department to develop a **Box Cricket and Practice Nets Facility** on the vacant property located at **302 & 304 N Brushy St, Leander, TX 78641**.

This project is designed to meet the growing interest in cricket in our community while providing a safe, inclusive, and family-friendly recreational space for residents of all ages.

Project Highlights:

- A box cricket field with enclosed nets for safe, uninterrupted play.
- Three practice nets for year-round use, training, and casual play.
- Supporting amenities such as parking, rest areas, accessible pathways, and landscaping in accordance with city standards.
- Environmentally conscious design, using water-efficient landscaping and eco-friendly materials.

Our Goals:

- ✓ Provide residents with an opportunity to engage in healthy, physical activity in a safe environment.
- ✓ Offer programs and access that are inclusive of youth, women, and beginners.
- ✓ Foster community engagement and strengthen neighborhood ties through sports and cultural activities.
- ✓ Attract visitors to support the local economy while ensuring minimal disruption to surrounding areas.

We are committed to designing and operating this facility in full compliance with all city regulations, including parking, traffic flow, safety, noise, and accessibility standards.

As a nearby resident, your input is important to us. If you have any questions, concerns, or feedback about the proposed facility, please don't hesitate to reach out to me directly at the contact information above. We welcome your thoughts and would be happy to discuss the project further.

Thank you for taking the time to read this notice and for your support in making our neighborhood more vibrant and connected.

Sincerely,

Sai Kian Reddy Kuchakulla

US Army Veteran

2720 Brushwood Meadow

Leander, TX 78641

saikiran3215@gmail.com

+1 (845) 399-0423



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, September 11, 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 except Commissioner Laura Lantrip.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the September 4, 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 6-9.

By: Board Member Morales

Seconded: Board Member Lewis

Vote: 5 - 0

6. Approval of the minutes for meeting held on August 28, 2025 and reconsideration of the revised minutes for the meeting held on August 14, 2025.
7. Approval of the extension of the application expiration for Subdivision Case FP-23-0097 Leander Estates Phase 2 Final Plat; on one (1) parcel of land 79.107 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R383651, generally located southeast of the intersection of Sandman Pass and Prairie Verbena Road, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Subdivision Case FP-24-0152 Crystal Falls Frozen Custard Addition Short Form Final Plat; on one (1) parcel of land 2.597 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R565325, commonly known as 10745 E. Crystal Falls Parkway, Leander, Williamson County, Texas.
9. Approval of the extension of the application expiration for Subdivision Case PICP-23-0089 Cypress Meadows; on one (1) parcel of land 44.035 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R403528, generally located west of US 183 and south of Hernandos Loop, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

10. Conduct a Public Hearing regarding Special Use Case Z-25-0161 to consider action on a Special Use Permit to allow for outdoor sporting activities such as soccer, cricket, football, and other similar sports on two (2) parcels of land approximately 0.603 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R036045 and R036046; and commonly known as 302 & 304 Brushy Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0161 as described above.

Public Hearing opened at 6:10 p.m.; Public Hearing closed at 6:13 p.m.; following discussion.

Terry Davis, 105 W. Broade, Leander, Texas 78641 spoke against the request.

Josh Howard, 614 Maplecreek Dr., Leander, Texas 78641 submitted via the website against the request.

Motion to approve Zoning Case Z-25-0161 Special Use Permit for cricket activities only with limited hours of operation being Monday through Thursday from 5 pm to 11 pm, Friday from 5 pm to 12 am, Saturday from 8 am to 12 am, and Sunday from 8 am to 11 pm for a five (5) year time limit.

By: Board Member Calame

Seconded: Board Member Mahan

Vote: 5 - 0

REGULAR AGENDA

11. Approval of Plat Vacate Case FP-25-0245 regarding the vacation of Lenox Hill Subdivision Final Plat on one (1) parcel of land approximately 16.429 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R653589; generally located west of Ronald W. Reagan Boulevard, approximately 550 feet south of Niles Drive, Leander, Williamson County, Texas.

Motion to approve Plat Vacate Case FP-25-0245.

By: Board Member Calame

Seconded: Board Member Mahan

Vote: 5 - 0

12. Adjournment
Meeting adjourned at 6:32 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON

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 DESI HANGOUT SPECIAL USE PERMIT TO ALLOW FOR CRICKET ACTIVITIES 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 0.603 acres $\pm$; being more particularly described in Exhibit "A"; commonly known as 302 & 304 Brushy Street; identified by Williamson Central Appraisal District tax identification number R036045 and R036046; more particularly described in Instrument Number 2024048381; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Special Use Permit is hereby approved to allow cricket activities only with limited hours of operation being Monday through Thursday from 5:00 p.m. to 11:00 p.m., Friday from 5:00 p.m. to 12:00 a.m., Saturday from 8:00 a.m. to 12:00 a.m., and Sunday from 8:00 a.m. to 11:00 pm for a five (5) year time limit. 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 16th day of October, 2025.
FINALLY PASSED AND APPROVED on this the 6th day of November, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Discuss and consider action on the Collective Bargaining Agreement by and between the City of Leander and Leander Professional Fire Fighter Association, Local 4298 for a term of three (3) years expiring September 30, 2028.

BACKGROUND:

At the special election held on May 4, 2024, the voters of the City of Leander voted to adopt Chapter 147 of the Texas Local Government Code (Chapter 147) providing for collective bargaining for fire fighters. It is the intent and purpose of this Agreement, entered into by and between the City of Leander and Leander Professional Fire Fighter, Local No. 4298, to achieve and maintain harmonious relations and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this agreement.

The negotiating team representing the City consisted of Todd Parton, City Manager; Christy Davis, HR Director; and Billy Wusterhausen, Fire Chief. The negotiating team representing the Leander Professional Fire Fighter Association, Local 4298, consisted of Brad Moore, President; Micah Thomas, Vice-Chair; Dan Phillips, Sergeant at Arms; Matt Hughes, Member; and Joe Tellez, IAFF District Fields Service Representative. Following a series of four (4) highly productive meetings, both parties have reached a mutually beneficial agreement on a three-year (3) contract, effective upon execution by both parties.

Key components of the contract include the following:

1. Article 12 — Retiree Insurance — extends full health insurance benefits for qualified retirees from the City of Leander for three (3) years post retirement to meet the requirements of Texas House Bill 4144 (89th Legislative Session) (NOTE: This benefit also needs to be extended to Leander Police Officers.);
2. Article 13 — Reclassified Promoted — reclassifies seven (7) lieutenant positions to the rank of captain to address growing operational needs and work coverage requirements;
3. Article 14 — Overtime and Callback — provides for each callout to be compensated at a minimum of 4 hours and provides consistency with City-wide operations;
4. Article 21 — Certification and Education Incentive Pay — encourages and rewards employees for pursuing professional development, specialized certifications, and higher education that enhances their skills, knowledge, fitness and effectiveness;
5. Article 22 — Grievance Procedure — establishes an effective method for the fair, expedient and orderly adjustment of grievances; and
6. Article 24 — Wages — affirms the step pay program recently authorized by City Council, and provides for a process to review the compensation program to ensure it remains competitive as well as a reopener provision for step plan adjustments as may be needed due to financial conditions.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

The City of Leander Fire Department Step Plan was effective on June 28, 2025, and has already been incorporated into the Fiscal Year 2026 annual budget. In addition, the budget contemplates the other components of the compensation provisions.

Attachments:

1. Collective Bargaining Agreement 10.16.2025

LABOR AGREEMENT

between

CITY OF LEANDER, TEXAS

and

**LEANDER PROFESSIONAL FIRE FIGHTERS ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS,
LOCAL 4298**

DEFINITIONS

“Agreement” refers to this Collective Bargaining Agreement between the City of Leander and the Leander Professional Firefighters Association, IAFF Local 4298.

“Association” means the Leander Professional Firefighters Association, IAFF Local 4298, its officers and agents authorized to act on its behalf.

“Bargaining Unit” means all full time, permanent, paid members of the Leander Fire Department who were hired in substantial compliance with TLGC Chapter 143, or as modified by the provisions of this Agreement. This definition excludes the Chief, non-certified employees, retirees and fire fighter trainees.

“Business Day” means Monday through Friday during normal business hours of 8:00 a.m. to 5:00 p.m. and shall not include any day when City Hall is not opened to the public for business.

“Calendar Day” means each day inclusive of weekends, and holidays.

“City” means the City of Leander, Texas, acting by and through its authorized agents.

“City Manager” means the City Manager of the City of Leander.

“Commission” means the Fire Fighters’ and Police Officers’ Civil Service Commission of the City of Leander.

“Employee” refers to anyone employed by the City of Leander, Texas.

“Employer” refers to the City of Leander, Texas.

“Executive Board of Directors” or “Executive Board” means the members of the Association who are duly elected or appointed and serve as members of the Executive Board of Directors of the organization pursuant to its constitution and by-laws.

“Fire Chief” or “Chief” means the Fire Chief of the Leander Fire Department. The term is synonymous with the term “department head” as used in the Local Government Code Chapter 143.

“Fire Chief” or “Chief’s designee” means the Chief or the individual designated to act on their behalf.

“Fire Department” or “Department” means the City of Leander Fire Department.

“Fire Fighter” means any full time, permanent, paid member of the Leander Fire Department who was hired in substantial compliance with TLGC Chapter 143 or as modified by the provisions of this Agreement. This definition excludes the Chief, noncertified employees, retirees and fire fighter trainees.

“Fire Fighter Trainee” or “Trainee” means an applicant who has been hired by the City for the purpose of attending the Department’s training academy to become a fire fighter. A fire fighter trainee shall be required to attend and successfully complete the Fire Department’s training academy requirements prior to becoming a fire fighter.

“Hours Worked” means all the time an employee is required to be on duty, on the employer’s premises or at a prescribed work-place. Fire fighters in Suppression shall have a maximum work hours standard of 106 hours in a 14-day cycle.

“Local Government Code Ch. 143” or “Chapter 143” means those portions of the Fire Fighter and Police Officer Civil Service Act, Texas Local Government Code Chapter 143 which are applicable to the City.

“Local Government Code Ch. 174” or “Chapter 174” means the Fire and Police Employee Relations Act, Texas Local Government Code Chapter 174.

“Party” or “Parties” means the City of Leander or the Leander Professional Firefighters Association, IAFF Local 4298, or both when used collectively.

“Personnel Policies” means the City’s written policies applicable to fire fighters, but do not supersede Texas Local Government Code 143.

“Preempt” shall have the same meaning as supersede.

“Regular Rate” shall have the meaning established by the Fair Labor Standards Act, 29 USCA § 201 et seq.

“Shift” means a 24-hour shift in the Operations Division from 7:00 a.m. to 7:00 a.m., unless otherwise specified.

“Staff Fire Fighter” or “Staff Personnel” means a fire fighter assigned to a 40-hour work week.

“Suppression Fire Fighter” or “Suppression Personnel” means a fire fighter assigned to a 56-hour workweek.

“TLGC” means Texas Local Government Code.

“Tour” Means a full 48-hour shift in the operations division.

ARTICLE 1

PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF LEANDER, Texas, hereinafter referred to as "Employer" and LOCAL NO. 4298, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter referred to as "Association" to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement.

ARTICLE 2

AUTHORITY AND TERM

Section 1.

It shall be the obligation of the parties to meet at a reasonable time and confer in good faith, within fifteen (15) business days after receipt of written notice via email and/or hand delivered from the authorized Association rep, for purposes of collective bargaining. Such a meeting shall be for the purpose of setting dates and procedures for negotiations and shall not be considered a collective bargaining session for purposes of any applicable statutory dates or deadlines. The first bargaining session shall occur within thirty (30) calendar days after the first meeting.

Section 2. Except as otherwise provided for with in this contract, this Agreement shall be effective upon execution by both parties and shall remain in full force and effect until September 30, 2028.

ARTICLE 3

RECOGNITION

The City recognizes the Leander Professional Firefighters Association, IAFF Local 4298, as the sole and exclusive bargaining agent for all fire fighters as that term is defined in this Agreement.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1. Department Management

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

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

Section 2. Management Rights Retained

Except as provided for by State or Federal law or as expressly modified, delegated, or abridged by the provisions of this Agreement, the exclusive rights of management not expressly mentioned or described by this Article are nevertheless retained by the City and are not to be interpreted as having been diminished, waived, or ceded in any respect.

If this Agreement does not, by its terms, expressly and specifically restrict, modify, or abridge a particular right or prerogative of management, then the City retains such right or prerogative of management, solely and exclusively subject to State or Federal law. The City, through its City Manager, reserves the right to make or change any act or decision to which it is entitled to, pursuant

to local, state, and federal laws and City policies and procedures. The City's exercise of such right will not be contrary to this Agreement or the City's Personnel Policy.

ARTICLE 5

MAINTENANCE OF STANDARDS

Section 1. Economic Benefits, Privileges, and Working Conditions.

All economic benefits, privileges, and working conditions which are lawfully in effect in the Department as to matters subject to mandatory bargaining under TLGC Chapter 174, and enjoyed by the fire fighters of the bargaining unit, or set forth in written City or Department policy, as of the effective date of this Agreement, shall remain unchanged for the duration of this Agreement, except as noted in Section 2 of this Article. For the purpose of this Article, "written City or Department policy" means City Charter, City Ordinances, the City's Personnel Policies, departmental SOPs, Information Bulletins, Fire Department Rules and Regulations, and any written documentation, the official approval of which is by a substantially similar process as for those specifically referred to above. "Written City or Departmental policy" also means memos from the Chief, an Assistant Chief or a Division Chief.

Section 2. Amending Written Policies.

Written City or Department policies, including those referenced in this Agreement, concerning economic benefits, privileges, and working conditions may be implemented and or amended any time during the term of this Agreement with the mutual consent of the City and the Association. To be enforceable, such amendment or implementation must be in writing and signed by the Chief, if it concerns operational issues, or by the City Manager or designee, if funding is involved, and the Association President or designee. Revisions to the written City or Department policies applicable to members of this bargaining unit may be made to clarify the organization, structure, and readability of those policies, and not to make changes in economic benefits, privileges or working conditions. Those proposed changes to the fire fighter Personnel Policies will be subject to the approval process set out in this section.

Section 3. Fire Department Intranet.

All departmental SOPs, Information Bulletins, and Fire Department Rules and Regulations shall be posted on a City electronically accessible location to Fire Fighters, labeled "Written City and Department Policy". Any written policies, officially approved through a similar process as outlined in Article 5, Section 2, shall also be posted to this location. "Written City and Departmental policy" also means inter office communications or memos from the Chief, an Assistant Chief, or Division Chief. The unintentional failure to post any policy, as required herein, does not render it unenforceable.

Section 4. Civil Service Commission Rules.

The City or the Civil Service Commission are not required to mail to any Commissioner, or the Fire Chief, or to each branch fire station, a copy of any proposed or enacted change to the rules promulgated by the Civil Service Commission. Any proposed or enacted changes to the rules promulgated by the Civil Service Commission shall be emailed to all sworn/civil service members of the Department and posted in the Fire Department Intranet folder outlined in Article 5, Section 3. This provision specifically preempts TLGC 143.008(e) (1) and (3).

ARTICLE 6

PAYROLL DEDUCTION OF DUES

The Employer agrees to deduct dues and assessments, in an amount certified to be current by the Treasurer of the Association, from the pay of those Employees who individually request, in writing, that such deductions be made. The total amount of deductions shall be remitted, pursuant to the dues duction form, together with the names of the Employees from whom dues have been collected, by the Employer to the Treasurer of the Association. This authorization shall remain in full force and effect during the term of this Agreement. The Employer shall forward to the Association a copy of all authorization(s) or cancellation(s) of voluntary deduction of Association dues by Employees in the unit.

ARTICLE 7

EVERGREEN CLAUSE

In the event the parties are unable to reach an agreement on new contract terms prior to the expiration date of this Agreement as stated in Article 2, all terms of the current Agreement shall remain in full force and effect, from year to year, until replaced by a successor agreement, not to exceed three (3) years.

ARTICLE 8

NO STRIKE OR LOCK OUT

The Employer and the Association agree to abide by the provisions of applicable law regarding strikes, slowdowns, and lock-outs.

ARTICLE 9

NON-DISCRIMINATION

The Employer agrees not to discriminate against any Employee for their activity on behalf of Association membership. The Association agrees that it will not coerce or intimidate any Employee into joining the Association. The Association and Employer recognize that no Employee is required to join the Association, but that each Employee has the right to choose of their own free will as to whether or not they will or will not join the Association. The Association further agrees that there will be no interference with the free right of any Employee of the Employer to enter and leave its premises and property without harassment.

ARTICLE 10

SUCCESSORS AND ASSIGNEES

This Agreement shall be binding upon the successors and assignees of the parties hereto during the term of this Agreement and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by any change geographically of place of business of either party hereto. The Association will notify the City upon change of any Association Executive Board members.

ARTICLE 11

SAVINGS CLAUSE

Section 1.

If any provision of this Agreement or the applicability thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

Section 2.

It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period. It may be amended by mutual consent of both parties and reduced to writing.

Section 3.

Any Appendices shall become a part of this Agreement.

ARTICLE 12

RETIREE INSURANCE

In accordance with TX HB 4144 (89th legislation), the City will provide retiree only, at no cost, with continuous coverage under the City's medical insurance program through the third anniversary date from their separation from the City for firefighters retiring after January 1, 2026. The medical coverage expires on the last day of the month at the end of the three (3) years.

ARTICLE 13

Reclassified Promoted

Positions

The Employer shall reclassify seven (7) lieutenant positions to the rank of captain. This would reclassify all aerial lieutenant positions to captains and 1 lieutenant position from each of the other stations to captain.

- Station 1 – 3 aerial Captains
- Station 2 – 1 Captain
- Station 3 – 1 Captain
- Station 4 – 1 Captain
- Station 5 – 1 Captain

Process:

This process shall be used for the implementation of the reclassification and promotions to the rank of captain. After these reclassifications have been made and the positions filled for the first time, future vacancies will follow the promotional process outlined in TLGC 143 and City of Leander's Local Civil Service Rules.

A captain promotional exam will be held on January 7, 2026. For it to be considered a competitive test, there will need to be at least 6 qualified applicants apply for the exam as outlined in the announcement. Should there not be enough qualified applicants apply for the exam, the Civil Service Director may open the exam to candidates with less than 2 years of experience, and if still not enough, then applicants of the next lower rank with more than 2 years in rank. Members applying for the position of captain must have at least four years as a Fire Fighter in the Department. This reopening will not require the reposting of the already announced test date if it is at least 30 days before the test date.

Any members wishing to appeal test questions from the promotional exam will follow the existing appeal process outlined in the City of Leander's Local Civil Service Rules.

Once the list has been certified, it will be a successor list to the current Fire Department-Captain Eligibility List effective July 8, 2025, unless the list is exhausted before then.

Captain promotional offers will be made starting with any remaining names on the Fire Department-Captain Eligibility List effective July 8, 2025, then proceed to names on the Fire Department-Captain Eligibility List effective January 7, 2026. Should any individuals on the list refuse a promotional offer, the members' name shall be removed from the promotional list and not considered for future promotions from these two promotional lists.

The new operational captains' positions will be effective as soon as practical.

A labor management group will be used to identify the new job descriptions, expectations, training requirements, and shift bid process, the higher class to BC process and any training requirements. The goal is to have this all done by the end of October.

ARTICLE 14

OVERTIME AND CALLBACK

Section 1.

All hours worked more than the limits allowed under the Federal Fair Labor Standards Act 29 U.S.C. Section 207(k), shall be paid at the overtime rate.

Section 2.

“On Call” Pay shall be defined as being required to remain available to answer calls, respond to scenes within a timely manner, and be subjected to maintain a limited distance away from the City of Leander to maintain a minimum response time for callout locations. Fire personnel designated to serve in an “On Call” status outside of regular work hours shall be considered “On Call” and eligible for the below listed additional compensation:

Daily stipend	\$50 per day while on call
Individual call out	Minimum 4 hours of overtime

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

Multiple call-outs shall mean when:

- Employee has been cleared from prior call-out
- Employee called back out; and
- An additional call-out occurs more than four (4) hours from the immediately preceding call-out.

Section 3.

“Regular Rate of Pay” for the purposes of computing overtime pay for Employees assigned to a forty (40) hour work week equals annual wages divided by 2,080 hours. “Regular Rate of Pay” for purposes of computing overtime pay for fire protection Employees equals annual wages divided by 2,912 hours (53 hours weekly).

Section 4.

If an employee uses sick time within the pay period and works an extra shift outside the normal schedule, the sick time and extra shift time are both paid out at the regular pay rate unless the employee meets the threshold of overtime.

ARTICLE 15

CALLBACK HIRING PROCEDURES

This section is governed by the applicable Department policy, that will be followed as part of this agreement.

ARTICLE 16

SICK LEAVE

Section 1.

All sick leave benefits shall be covered by applicable provisions of the Local Government Code, Chapter 143.

Section 2.

Sick leave for Fire Fighters shall be taken pursuant to city personnel policy.

Section 3.

Employees who are absent due to personal illness or injury for more than two (2) consecutive tours for suppression staff or 80 hours for administrative staff are to provide a Dr's release to be cleared for active duty.

ARTICLE 17

BEREAVEMENT LEAVE

This section is governed by the applicable City personnel policy, that will be followed as part of this agreement.

ARTICLE 18

Leave

Section 1.

Leave accruals will follow current City personnel policy. These can be added to but not subtracted from for the term of this agreement.

Section 2.

An employee will be paid their overtime rate for hours worked during the 24-hour period for Easter Day, Thanksgiving Day, Christmas Eve, and Christmas Day. They will also accrue the 8 or 12 hours of holiday benefit time in their holiday bank, per City personnel policy.

ARTICLE 19

WORKING OUT OF CLASSIFICATION

This section is governed by the applicable Department policy, that will be followed as part of this agreement.

ARTICLE 20

ALTERNATIVE MEDICINE

The City and Association agree to participate in a committee to explore alternative medicine.

Article 21

CERTIFICATION AND EDUCATION INCENTIVE PAY

Section 1. Purpose

The purpose of this Article is to encourage and reward employees for pursuing professional development, specialized certifications, and higher education that enhance the skills, knowledge, fitness and effectiveness of the Fire Department. Recognizing the value of advanced training and education, the Employer agrees to provide certification and education incentive pay as set forth below.

Section 2. Certification Pay

1. The following certifications shall no longer qualify for cert pay:

- Driver/Operator (Pumper, Aerial)
- Fire Officer I
- Fire Officer II

EXCEPTION: Current firefighter rank employees who are currently receiving the pay as of the signing of this Agreement, who have less than four (4) years as a firefighter with the Department, would continue receiving the Driver/Operator (Pumper, Aerial) pay of \$100 per month until eligible for Intermediate Firefighter Certification.

2. Medical training and credentialing:

Training: Employees approved by the Chief to attend EMT Advanced or Paramedic training will have the training paid for by the department, and will receive a monthly allowance:

EMT-Advanced: \$75/month
EMT-Paramedic: \$150/month

Credentialing: Employees who are certified and are going through the credentialing process and those who are credentialed at the Advanced or Paramedic level will receive a monthly allowance:

EMT-Advanced: \$150/month
EMT-Paramedic: \$300/month

3. Members who are certified Texas Commission on Fire Protection (TCFP) Arson Investigators and whose peace officer license is carried through the City of Leander shall be eligible for certification pay of \$300/month.

4. Maintenance of Certification—Employees are responsible for maintaining their certification in good standing. Proof of current and new certification must be submitted to the Employer.

Section 3. Assignment Pay

1. Each Employee assigned to a team are entitled to receive a monthly team assignment pay of \$100 per month. The teams include assignments to the Technical Rescue, Hazmat, Wildland, Drone, K-9 Team, Tactical Medic, Honor Guard, Peer Fitness, Peer Support Team, and

instructor cadre. No Employee may receive pay for more than two (2) team assignments. Each team requires extra training and specialized skills require it employees to spend extra time crafting those skills.

2. All non-exempt employees assigned to a staff assignment shall receive a stipend to help offset the loss of FLSA overtime. This will be paid \$450 per month.
3. An Employee assigned as a Tiller operator shall be paid an extra 10% above their normal pay rate to act in the capacity of Tiller operator. This extra pay will only be paid to Employees that are physically assigned the Tiller for their shift/tour, on an hour per hour basis, having worked a minimum of one hour.

Section 4. Education & Certification Pay

Employees shall be paid for only one (1) of the highest education or certification pay amounts they qualify for. For degrees, the degree must be from an accredited college or university.

- TCFP FF-Intermediate--\$75/month
- TCFP FF-Advanced--\$125/month
- TCFP FF-Master-\$175/month
- Associates degree--\$75/month
- Bachelors degree--\$125/month
- Master degree--\$175/month

Section 5. Effective Date of Education and Incentive Pays

Certification and Education Incentive pays are effective the first pay period after the execution of this agreement.

ARTICLE 22

GRIEVANCE PROCEDURE

Section 1.

The purpose of this grievance procedure is to establish an effective method for the fair, expeditious and orderly adjustment of grievances. A grievance is defined as any dispute, claim, or complaint involving the interpretation, application or alleged violation of any provisions of this Agreement. The Association or any bargaining unit Employee may file a grievance under the terms of this Agreement. Each grievance shall be submitted on a form agreed to by the parties and must include (1) a brief statement of the grievance and the facts or events on which it is based; (2) the section(s) of the contract alleged to have been violated; (3) the remedy or adjustment sought; and the Employees signature or if filed by the Association the signature of the Grievance Committee Chairman or local Association President.

Section 2. Grievance Procedure:

Step 1:

An Employee who is aggrieved must file a grievance with the Association Grievance Committee within thirty (30) days of the date upon which the member of the bargaining unit knew of or should have known of the facts or events given rise to the grievance. A copy of notice of receipt of the grievance shall be forwarded to the Fire Chief or the designee by the Association grievance committee within ten (10) business days of receipt of the grievance. The Association Grievance Committee shall within their sole discretion determine if a grievance exists. If the Association Grievance Committee determines that no grievance exists, it shall notify the Fire Chief that no further proceedings will be necessary. If the Association Grievance Committee determines that the grievance is valid, it shall process the grievance on behalf of the Employee(s) by forwarding the written grievance to step 2 of this procedure. Any grievance filed by the Association shall proceed directly to step 2 of this procedure.

Step 2:

Any grievance found to be valid by the Association Grievance Committee shall be submitted to the Fire Chief or the designee within ten (10) business days of the step 1 ruling. After receiving the grievance, the Fire Chief shall within ten (10) business days submit their response in writing to the Association Grievance Committee.

Step 3:

If the grievance is not resolved at step 2, the Association Grievance Committee shall submit the grievance in writing to the City Manager or their designee within ten (10) business days from receipt of the step 2 decision. The City Manager or their designated representative shall review the matter and render a decision in writing to the Association Grievance Committee within ten (10) business days of receipt of the grievance.

Step 4:

If the grievance is not resolved at Step 3, the Association shall have ten (10) business days from receipt of the City Manager's decision to submit the matter to mediation. The Employer and the Association shall jointly agree upon a mediator. Upon a failure to agree, the Employer and the Association shall within ten (10) business days request a list of seven (7) mediators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Within ten (10) business days following receipt of the list of mediators, the parties shall select a mediator by each party in turn striking one name from the list until only one (1) name remains. The remaining individual on the list shall serve as the mediator. The mediator selected shall be promptly notified of their selection and the parties in agreement with the mediator shall select a time, place and date for the hearing of the grievance.

Should the parties be unable to resolve the issue through mediation with good faith effort, the grievance may proceed to step 6.

Step 5:

If a grievance is submitted to arbitration, the Employer and the Association may within ten (10) business days of such request jointly appoint an agreed upon arbitrator, upon a failure to agree, the Employee and Association shall within ten (10) business days request a list of seven (7) arbitrators from the American Arbitration Association or the Federal Mediation and Conciliation Service. Within ten (10) business days following receipt of the list of arbitrators, the parties shall select an arbitrator by each party in turn striking one name from the list until only one (1) name remains. The remaining individual on the list shall serve as the Arbitrator. The arbitrator so selected shall, through the agency selected, be promptly notified of their selection and the parties in agreement with the arbitrator shall select a time, place and date for the hearing of the grievance.

- (a) Within thirty (30) days after conclusion of the hearing the arbitrator shall issue a written opinion and ruling with respect to the issues presented a copy of which shall be mailed or delivered to the Association and the Employer.
- (b) With respect to the application, interpretation and enforcement of the provisions of this agreement the decision of the arbitrator shall be final and binding on the parties to this agreement.
- (c) The arbitrator's authority shall be limited to the interpretation and application of the terms of this agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction or authority to establish provisions of a new agreement or variations of the present agreement or to arbitrate away, in whole or in part any provisions of amendments thereof.
- (d) The cost of the arbitrator shall be shared equally between the Association and the Employer. If a transcript of the proceedings is requested, then the party requesting shall pay for such transcript, unless otherwise agreed to by the parties.

All time limits set forth in this article may be extended by mutual consent, but if not so extended they must be strictly observed. Failure of the Association or the grievant to comply with the time

limits set forth will serve to declare the grievance settled and no further action may be taken. Failure of the Employer to respond within the time limits shall constitute a denial of the grievance and the grievant (Association) may proceed to the next step.

It is specifically and expressly understood that filing a grievance under this article that has as its last step final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, to litigate or otherwise contest the last answer rendered through this grievance procedure in any court or other appeal forum.

Section 3.

Civil Service Appeals: All appeals of Employees' disciplinary matters heretofore heard by the Civil Service Commission or Hearing Examiner shall continue to be so heard and with all rights of appeals as provided in the Texas Local Government Code, Chapter 143, et seq., Vernon's Texas Codes Annotated, as amended.

ARTICLE 23

HEALTH AND SAFETY

Section 1:

The Employer and the Association agree that reasonable fire protection including EMS Service is a primary purpose of the Fire Department. In order to guarantee such protection and service to the community the Employer and the Association agree to provide a proper level of safety for the Employees and maintain a safe working environment.

Section 2: Employee Physicals

Starting January 1, 2026, all Employees are required to take and pass the department physical examination given yearly. All Employees will have their VO2 max graded off the NFPA 1580 guidelines based on their sex assigned at birth.

Employees whose cardiorespiratory fitness levels are at or above the 75th percentile for the general population standardized by biological sex and age, as outlined in the chart below, shall be paid \$100 monthly for the following 12 months.

Employees whose cardiorespiratory fitness levels are above the 35th percentile but below the 50th percentile for the general population standardized by biological sex and age, as outlined in the chart below, shall be required to participate in a prescribed cardiorespiratory (aerobic) fitness program without job restrictions.

Employees whose cardiorespiratory fitness falls at or below the 35th percentile for the general population standardized by biological sex and age as outlined in the chart below, shall be restricted from fire suppression activities and assignments.

Treadmill	75%		50%		35%	
Age/Sex	Male	Female	Male	Female	Male	Female
20-29	15.2	12.4	13.7	10.7	12.4	9.6
30-39	13.8	10	12.1	8.6	11.0	7.8
40-49	12.3	8.9	10.8	7.6	9.9	6.9
50-59	10.2	7.8	9.3	6.7	8.4	6.1
60-69	8.6	6.7	8.1	5.7	7.3	5.3

Cycle	75%		50%		35%	
Age/Sex	Male	Female	Male	Female	Male	Female
20-29	15.7	11.1	12.0	8.9	10.7	7.6
30-39	10.5	7.4	8.6	6.2	7.9	5.6
40-49	9.4	6.5	7.7	5.5	7.1	5.1
50-59	8.6	5.4	7.1	4.9	6.6	4.6
60-69	7.4	5.1	6.4	4.6	6.0	4.3

Employees who are out on leave or out for training during the assessment period will have up to six (6) months to complete their physical. If the employee was receiving the fitness incentive pay from the previous physical, the fitness incentive pay will stop until they are able to complete the physical.

If in the annual physical in 2025 Employees score at or above the 75th percentile on the charts above, the Employee would be eligible to receive the \$100 per month for the following 12 months.

Certification and Education Incentive pays are effective the first pay period after the execution of this agreement.

ARTICLE 24

WAGES

Section 1. Wages

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

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

Section 2. Effective Start Date of Pay Plan

Each Fire Fighter's base salary will be adjusted according to the pay plan in Appendix A, that is equal to or greater than the Fire Fighter's expected salary as of the effective date of this agreement unless otherwise agreed to by both parties.

Section 3. Salary Survey and Market Adjustments

City Human Resources shall will conduct a compensation review ("**Compensation Review**") of all positions covered under this Agreement, based on comparator cities that are agreeable to both the City Council and the Association. Said **Compensation Review** to begin no later than January each year for those years for which a City-wide compensation study is not conducted.

Additionally, City Human Resources staff will cause a survey of salary competitiveness to be completed, based on Benchmark Cities, every two (2) years, with the first survey being conducted in Fiscal Year 2027 (the "**Compensation Survey**"). The results of each **Compensation Survey** shall be shared with Association leadership and shall be included in the Agreement as Appendix A. This survey shall be conducted in lieu of the **Compensation Review** every other year.

City Human Resources shall will include adjustments based on the **Compensation Review** or **Compensation Study** to maintain a minimum competitive fire fighter salary targeted at ninety-five percent (95%) of the median of the comparator or benchmark cities. Steps and salaries consistent with each completed **Compensation Review** or **Compensation Study**, and each fiscal year budget submitted to the City Council shall reflect the results of the **Compensation Review** or **Compensation Study**.

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

Section 4. Reopener provision

The City presently intends to continue this Agreement each fiscal year through its term, to pay all payments due, and to fully and promptly perform all the obligations of the City under this

Agreement. All obligations of the City shall be paid only out of current revenues, reasonably anticipated and appropriated for such purpose by the City Council, in compliance with the Texas Constitution, Article XI, Sections 5 and 7. In making funding determinations in the fiscal year of this agreement following ratification, the City Council may consider operational and administrative costs, including its debt service obligations, the increases in other employee personnel costs, and the obligations arising under this agreement. In the event of an economic downturn, the City Council shall then have the authority to make proportionate adjustments to the funding obligations set forth in this Agreement for the relevant fiscal year, after the City meets and confers in good faith with the Association over a period of at least thirty (30) calendar days concerning the manner in which such proportionate adjustments are to be effected.

ARTICLE 25

LONGEVITY PAY

This section is governed by the applicable City personnel policy that will be followed as part of this agreement.

ARTICLE 26

WORK SCHEDULE

Section 1.

The work shift for all fire protection Employees assigned to operations shall be based on a 48/96 work schedule. This schedule will remain for the duration of this agreement. In an emergency event or declared disaster, the Fire Chief or their designee may alter this schedule to keep continuity of operations within the fire department.

Section 2.

The work shift for all Fire personnel not assigned to operations shall be based on a 40-hour work week. This schedule is subject to flexing based on the needs of the employer and employee.

Section 3.

Any employee assigned to a training class that takes place while they are on shift, will be compensated like they are on shift even if the class does not cover 48 hours if the class is requiring the employee to be out of town and stay overnight in a destination other than a station or their residence.

Personal Training Time will no longer be provided.

ARTICLE 27

SHIFT EXCHANGES AND EMPLOYEE SUBSTITUTIONS

This section is governed by the applicable Department policy, that will be followed as part of this agreement.

ARTICLE 28

ASSOCIATION BUSINESS

Section 1.

The Association shall have the right to visit the premises of the Fire Department for purposes of administering this agreement. Visits shall be conducted in a manner and at a time so as not to interfere with the functions of the department.

Section 2.

The Employer will allow space on an existing bulletin board in each station for the Association. Articles placed on such board shall be limited to local, state or national meetings announcements, legislative reports, safety bulletins, etc. No materials endorsing political candidates, issues or any matter that may be considered degrading or derogatory to the Employer or any City Official will be allowed on the board.

Section 3.

The Association Executive Board shall be allowed to conduct Association business during normal scheduled work hours when conducting city business with City Administration and Fire Administration. Such activities include:

- (a) representing members at a disciplinary hearing (to the extent such representation is permitted by law, or in this Agreement, and allowed by Department policy) or grievance meetings,
- (b) administering the terms of this Agreement,
- (c) attending meetings of the Association's Executive Board with the City or Fire Administration,
- (d) attending regular business meetings between the Association and the City or Fire Administration.

Section 4.

The Employer will establish a bank of leave time titled "Association Business Leave Bank." At the beginning of the first pay period of each calendar year during this Agreement, the City will allocate 100 hours of equivalent work-time hours to be utilized for an agreed Association Business Leave ("ABL") Pool (the "Pool"). The City will match on a one to one (1:1) basis Employee donated vacation or holiday time annually up to an initial pool balance for the first year of 400 hours. At the end of each calendar year during this Agreement, unused ABL hours will carry over. The pool shall not exceed 600 hours. The City will allocate 100 hours annually. ABL shall be charged to the Pool at the rate of one (1) hour contributed to the Pool for everyone (1) hour used based on the fire fighter's work schedule leave accrual.

All Association Business Leave must be posted on Vector (or other personnel system then in use) in accordance with the timelines regarding vacation leave. Association Business Leave shall not be subject to vacation quotas and are subject to the Chief or Chief's designee's approval. If the Chief declares an emergency, the chief may order the Association President or any Association

fire fighters on Association Business Leave time to report to work for the duration of the emergency. ABL will be counted as hours worked for the purpose of calculating overtime.

ABL hours may be used for the following:

- (a) attending other Association meetings, training programs, seminars, workshops, and conferences
- (b) for the time an Association negotiating team member spends preparing for collective bargaining negotiating sessions with the City. ABL hours may not be used unless a member is scheduled to work.

ARTICLE 29

MISCELLANEOUS PROVISIONS

Section 1.

A copy of this Agreement will be emailed with read receipt, to all current firefighters and shall be posted on a City electronically accessible location to Fire Fighters.

Section 2.

Employees shall be allowed to review their official personnel file under supervision at any reasonable time upon request to the Human Resources/Civil Service Director.

Section 3.

No fire fighter shall be assigned to perform any duty which is unrelated to fire fighting, emergency medical service, fire prevention, rescue, salvage, over-haul work, emergency flood control relating to traffic, maintenance of fire fighting equipment, and apparatus. No painting, mowing, or any other similarly related work will be required.

ARTICLE 30

HIRING PROCESS

Firefighter entrance examinations may be offered on more than one day at one or more locations, as long as there are at least three applicants signed up for the examination.

An additional 3 points may be added to the examination grade of an applicant who is a certified as a Texas Commission on Fire Protection basic structural firefighter or certified or licensed by the Texas Department of State Health Services as a EMT Paramedic, and made a passing grade on the examination. In the event of tie, the first tie breaker will go to the certified applicant (either TCFP or TDSHS).

This modifies TLGC 143.025 and City of Leander local rules section 25.

TLGC 143.023 is changed to prohibit a person from taking an entrance exam or start as a firefighter or firefighter trainee unless the applicant is at least 18 years of age but not 40 years of age or older.

ARTICLE 31

PROMOTIONAL EXAMS

In addition to the seniority points allowed for promotional exams, the following additional points will be added (to a max of 3 additional points):

- Associates degree-1 point
- Bachelors degree-2 points
- Masters degree or doctorate degree-3 points

OR,

- 20 years as a firefighter with Leander Fire Dept. – 3 points
- 15-19 years as a firefighter with Leander Fire Dept.-2 points
- 10-11 years as a firefighter with Leander Fire Dept.-1 point

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals by their duly authorized representatives, to be effective on the **16 day of October, 2025**.

CITY OF LEANDER

**LEANDER PROFESSIONAL FIRE FIGHTER
ASSOCIATION, LOCAL 4298**

By: Todd Parton,
City Manager

By: Brad Moore,
President

ATTEST:

Dara Crabtree, City Secretary

APPENDIX A – PAY PLAN

City of Leander Fire Department

Step Plan

Effective 6/28/2025

	Cadet EMT	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Firefighter	\$65,695	\$70,695	\$72,456	\$74,282	\$76,140	\$78,030	\$79,984	\$81,970	\$84,020	\$86,134	\$88,280	\$90,490	\$92,765	\$95,071	\$97,441	\$99,877
Hourly (2912)	\$22.57	\$24.28	\$24.89	\$25.51	\$26.15	\$26.80	\$27.47	\$28.15	\$28.86	\$29.58	\$30.32	\$31.08	\$31.86	\$32.65	\$33.47	\$34.30
Hourly (2080)	\$31.59	\$33.99	\$34.84	\$35.72	\$36.61	\$37.52	\$38.46	\$39.41	\$40.40	\$41.42	\$42.45	\$43.51	\$44.60	\$45.71	\$46.85	\$48.02
Driver/Pump Operator			\$83,325	\$85,425	\$87,561	\$89,734	\$91,981	\$94,265	\$96,623	\$99,054	\$101,522	\$104,064	\$106,679	\$109,332	\$112,058	\$114,859
Hourly (2912)			\$28.62	\$29.34	\$30.07	\$30.82	\$31.59	\$32.38	\$33.19	\$34.02	\$34.87	\$35.74	\$36.64	\$37.55	\$38.49	\$39.45
Hourly (2080)			\$40.07	\$41.07	\$42.10	\$43.15	\$44.23	\$45.32	\$46.46	\$47.63	\$48.81	\$50.04	\$51.29	\$52.57	\$53.88	\$55.23
Lieutenant/Inspector II			\$91,657	\$93,967	\$96,317	\$98,708	\$101,180	\$103,692	\$106,285	\$108,960	\$111,674	\$114,470	\$117,347	\$120,265	\$123,263	\$126,345
Hourly (2912)			\$31.48	\$32.27	\$33.08	\$33.90	\$34.75	\$35.61	\$36.50	\$37.42	\$38.35	\$39.31	\$40.30	\$41.30	\$42.33	\$43.39
Hourly (2080)			\$44.07	\$45.18	\$46.31	\$47.46	\$48.65	\$49.86	\$51.10	\$52.39	\$53.69	\$55.04	\$56.42	\$57.82	\$59.27	\$60.75
Captain/Inspector III/Training Officer/Medical Officer					\$105,949	\$108,579	\$111,298	\$114,061	\$116,914	\$119,856	\$122,842	\$125,917	\$129,082	\$132,291	\$135,590	\$138,979
Hourly (2912)					\$36.39	\$37.29	\$38.23	\$39.17	\$40.15	\$41.16	\$42.19	\$43.25	\$44.33	\$45.43	\$46.57	\$47.73
Hourly (2080)					\$50.94	\$52.21	\$53.51	\$54.84	\$56.21	\$57.63	\$59.06	\$60.54	\$62.06	\$63.61	\$65.19	\$66.82
Battalion Chief							\$122,427	\$125,467	\$128,605	\$131,841	\$135,126	\$138,509	\$141,990	\$145,520	\$149,149	\$152,877
Hourly (2912)							\$42.05	\$43.09	\$44.17	\$45.28	\$46.41	\$47.57	\$48.77	\$49.98	\$51.22	\$52.50
Hourly (2080)							\$58.86	\$60.33	\$61.83	\$63.39	\$64.97	\$66.60	\$68.27	\$69.97	\$71.71	\$73.50
Division Chief								\$131,741	\$135,035	\$138,433	\$141,882	\$145,435	\$149,090	\$152,796	\$156,606	\$160,521
Hourly (2080)								\$63.34	\$64.93	\$66.56	\$68.22	\$69.93	\$71.68	\$73.46	\$75.30	\$77.18
Assistant Fire Chief								\$144,915	\$148,539	\$152,276	\$156,071	\$159,978	\$163,999	\$168,076	\$172,267	\$176,573
Biweekly								\$5,573.66	\$5,713.04	\$5,856.77	\$6,002.74	\$6,153.00	\$6,307.66	\$6,464.47	\$6,625.66	\$6,791.27



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Review and consider providing direction to staff on the various City Boards, Commissions and Committees composition, purpose and duties.

BACKGROUND:

From time to time, the City Council may find the need to review the composition, purpose and duties of the various boards, commissions, committees to determine if any changes are needed as the city grows and evolves.

Currently, there are nine (9) City Council appointed boards, commissions, and committees including: Board of Adjustment, Economic Development Committee, Ethics Commission, Leander Public Arts and Culture Commission, Planning and Zoning Commission, Tax Increment Reinvestment Zone (TIRZ) No.1, Development Authority Board, Historical Preservation Commission, and Parks and Recreation Advisory Board.

A brief summary of the roles and responsibilities of each board, commission, or committee is as follows:

- The Board of Adjustment/Appeal hears and takes action on appeals of building permit denials, appeals resulting from administrative decisions, and to permit exceptions to or variations from the zoning regulations. The Board consists of five (5) voting members and four (4) alternates, who serve terms of two (2) years.
- The Economic Development Committee supports, promotes, encourages, and advocates for developments that strengthen the local economy and diversify the tax base in a way that is consistent with the character of the City of Leander. The Committee consists of a minimum of seven (7) regular members and one (1) City Council liaison with preference given to appointing individuals that have professional expertise in the following sectors: education, real estate, industry, technology, non-profit, small business, retail, banking, and utilities. The members serve terms of three (3) years.
- The Ethics Commission renders advisory opinions and makes recommendations to the City Council on potential conflicts of interest or violations of the Ethics Ordinance at the request of a public servant. The Ethics Commission is composed of seven (7) members who serve terms of three (3) years.
- The Historic Preservation Commission makes recommendations to the City Council for the enhancement, protection, and perpetuation of landmarks or districts of historical and cultural importance to the City of Leander. Preference is given to applicants who meet one or more of the following qualifications: registered architect, planner or representative of a design profession, registered professional engineer in the State of Texas, member of a nonprofit historical organization of Williamson County, local licensed real estate broker or member of the financial community, owner of a historic landmark residential building, or an owner or tenant of a business property that is a historic landmark or in a historic district. Appointees must be a resident of the City of Leander or Leander's extraterritorial jurisdiction. The members serve terms of three (3) years.
- The Parks and Recreation Advisory Board reviews policy issues regarding City-owned and operated parks and City recreation activities, assists in the development and implementation of a master parks plan, reviews and recommends changes to the master parks plan to the City Council and the Parks and

Recreation Department, analyzes and makes recommendations concerning the community's long-range parks and recreation facility needs, provides opportunities for citizen input regarding appropriate parks and recreation facility needs, recommends names for parks and recreation facilities, works with the City officials in planning and maintenance of City parks and in planning recreation programs, makes recommendations on requests for special use of the City's parks or recreation facilities, and makes recommendations on fees and charges for parks and recreational facilities and programs, and helps promote and provide volunteer support for special recreational programs and events offered throughout the City. The board is made up of seven (7) members who serves terms of three (3) years.

- The Planning and Zoning Commission reviews proposed developments that could impact the City of Leander's growth and environment to ensure consistency with the City's comprehensive plan and compliance with City codes and development standards. The Commission consists of seven (7) members, each appointed by Leander City Council to terms of three (3) years.
- The Leander Public Arts and Culture Commission (LPACC) encourages, conducts, and supports public and nonprofit programs that further the development and interest in fine and performing arts within the community. City Council may appoint up to nine (9) commissioners, each of whom serves a term of two (2) years, and no member shall serve more than three (3) consecutive terms.
- The Tax Increment Reinvestment Zone (TIRZ) No. 1 board manages the project plan and recommends performance-based reimbursement agreements that are subject to Leander City Council approval. Reimbursements are expected to be repaid through additional property tax revenues being generated by increasing land values and new sales tax proceeds being generated by new businesses. Tax increment financing is a local government tool used to support financing needed for desired structural improvements and enhancements to public infrastructure. Tax increment reimbursements are considered on a case-by-case basis and target a limited scope of eligible capital projects generally defined by a TIRZ project plan. The board consists of five (5) members with three (3) appointed by the City Council and two (2) appointed by the Williamson County Commissioners Court. Appointees serve terms of two (2) years.
- The Development Authority is the contracting agent for the TIRZ Board. It has the capability to implement projects as necessary and as approved by the Leander City Council. The Development Authority Board consists of the same members as the TIRZ board.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

City Council Directive

Fiscal Impact

None

Attachments:

1. Code of Ordinances, Article 1.04 Boards, Commissions and Committees

ARTICLE 1.04 BOARDS, COMMISSIONS AND COMMITTEES¹

DIVISION 1. GENERALLY

Sec. 1.04.001. General provisions addressing service, attendance, vacancies, holdover, removal.

- (a) A position on a board, commission, or committee shall become vacant upon resignation, removal, council determination of loss of qualifications for the particular position, or failure to meet attendance requirements as provided in this section. Except in the case of removal, the person holding the position shall serve until the person's successor is appointed to and qualifies for the position.
- (b) In addition to being subject to removal for other particularized grounds as set forth in applicable provisions of the Code, the city council may remove a board, commission, or committee member:
 - (1) By a majority vote of the council, unless cause is required by the Charter or a statute that applies to the board, commission, or committee;
 - (2) If the member is absent for three regular consecutive meetings, unless the member is sick, or the absence has been excused by the chairperson of the board, commission, or committee; or
 - (3) If the member attends less than 70 percent of the regular and special meetings in any fiscal year of the appointment.
- (c) The city secretary shall keep a record of attendance of all board, commission and committee meetings. Upon any member failing to attend three or more consecutive regular meetings except for excused absences, which are to be decided by chairperson of the board, commission or committee, the city secretary shall certify the member's name in writing to the mayor and shall notify the members, the chairperson, and the appropriate city department head.
- (d) On or before October fifteenth of each fiscal year, the city secretary shall compile a list of members, if any, who have attended less than 70 percent of the regular and special meetings in the past fiscal year, and shall certify this list to the mayor. The city secretary shall also notify in writing the members, the applicable chairperson and the appropriate city department head. The member shall be automatically removed from office and the position deemed vacant as of the date of the city secretary's written notification as set forth above.
- (e) Upon receipt from the city secretary of the names of members failing to maintain attendance as provided herein, the vacancy shall be filled in accordance with section 1.04.003. A member removed for failing to

¹Editor's note(s)—Former sections 1.04.121—1.04.131 pertaining to the golf course advisory committee and deriving from the 2003 Code, secs. 9.901—9.911; was repealed and deleted in its entirety by Ordinance 17-017-00 adopted 2/16/17.
Former sections 1.04.161—1.04.165 pertaining to the economic development advisory board and deriving from the 2003 Code, secs. 9.1101—9.1105; was repealed and deleted in its entirety by Ordinance 17-018-00 adopted 2/16/17.

maintain attendance as provided by this section may not be renominated or reappointed to a position on that or other city board, committee or commission for at least one year after removal.

- (f) The provisions of this section shall not apply to members of the city council.
- (g) Boards, commissions, and committees may recommend to the city council procedural rules to govern transaction of business at their meetings. The rules will be effective upon approval of the particular board, commission, or committee, and the city council. A board, commission, or committee may recommend to the city council removal of one of its members due to failure to comply with the procedural rules or for failure to meet the attendance requirements of this section.

(Ordinance 20-069-00 adopted 10/1/20)

Sec. 1.04.002. Quorum when number of members is reduced.

Notwithstanding any other provision of the Code, if the number of members of any city board, commission or committee having several positions and subject to this article should be reduced to one less for any reason, including a member's removal for failure to maintain attendance, one less member shall be required to constitute a quorum.

(2003 Code, sec. 9.102)

Sec. 1.04.003. Procedure for selection of members.

- (a) *Applicability.* Members of the city's boards, commissions, and special committees shall be appointed by the city council pursuant to the procedures set forth in this section. The procedures in this section shall apply to appointments to fill vacancies on city boards, commissions, and special committees. The city council may waive the requirements of this section for any appointment.
- (b) *Applications; advertising vacancies; qualifications.*
 - (1) Vacancies on city boards, commissions, and special committees shall be advertised on the city's website and at least once in the local newspaper in the form of an ad or a press release.
 - (2) Citizens interested in serving on a board, commission or special committee of the city shall submit a completed application on the form provided by the city, a cover letter, and a resume to the city secretary's office. Applications shall be made available at the city secretary's office at city hall and may also be made available on the city's website. Applications will include a short description of the duties of the particular board, commission, or special committee.
 - (3) Applications will be valid for two years and will expire on the second anniversary of their submission. The city secretary shall maintain the application pool. Only completed applications will be accepted.
 - (4) The city secretary shall send completed applications to all the city council members at the same time.
- (c) *Board selection committee.* The city council shall serve as the board selection committee. The board selection committee shall review the applications submitted under this section and interview applicants. After reviewing and interviewing applicants, the board selection committee shall vote on a recommendation on appointments. The committee may adopt procedures for reviewing applications and interviewing applicants. With respect to planning commission appointments, each city council member shall be entitled to nominate one applicant pursuant to section 1.04.033(b) and the committee will review, interview, and consider for recommendation the applicant nominated by the city council member.

(d) *Notification of interview and appointment.* The city secretary will notify applicants of interviews with the subcommittee. All applicants will be officially notified of the city council's appointment to the board, commission, or special committee in writing by the city secretary.

(e) *Eligibility and qualifications.* Applicants must be registered voters to be eligible to serve on a city board, commission, or special committee.

(Ordinance 11-011-00 adopted 4/7/11; Ordinance 17-015-00 adopted 2/16/17; Ordinance 21-095-00 adopted 10/21/21)

Sec. 1.04.004. Definition

Council liaison. The council liaison acts as spokesperson on behalf of the council when so directed by the council as a body.

(Ordinance 22-107-00 adopted 12/15/2022)

Secs. 1.04.005—1.04.030. Reserved.

DIVISION 2. PLANNING AND ZONING COMMISSION

Sec. 1.04.031. Creation and purpose.

A planning and zoning commission is hereby created in order to:

- (1) Identify community needs and to advise the city council of their short-range and long-range implications for the total development of the city;
- (2) Recommend achievable community goals as a basis for long-range planning and development programs;
- (3) Recommend plans, programs, and policies that will aid the entire community in achieving its defined goals; and
- (4) Interpret the adopted plans and programs to concerned citizens so that private activities and desires may be accomplished in harmony with public needs and policies.

(2003 Code, sec. 14.101)

Sec. 1.04.032. Membership; qualifications of members.

The commission shall be composed of seven qualified electors of the city appointed by the city council as provided herein. The city council will consider for appointment to the commission only those persons who have demonstrated their civic interest, general knowledge of the community, independent judgment, interest in planning and zoning, and availability to prepare for and attend meetings. A minimum of two-thirds of the commission members shall be citizens not directly or indirectly connected with real estate and land development. It is the intent of the city council that members shall, by reason of diversity of their individual occupations, constitute a commission which is broadly representative of the community.

(2003 Code, sec. 14.102)

Sec. 1.04.033. Appointment and term of members.

- (a) The members of the commission shall be identified by place numbers 1 through 7. Commission members who are appointed to serve a term that begins after September 30, 2006, shall serve three-year terms, with the term beginning on November 1st of the year of appointment and expiring on October 31st three years later. The term for commission places 2, 4, 6, and 7 shall begin on November 1st following the general election of the mayor and city council places 2, 4, and 6, and shall expire on October 31st three years later. The term for commission places 1, 3, and 5 shall begin on November 1st following the general election of city council places 1, 3, and 5, and expire on October 31st three years later.
- (b) The members of the city council elected at the general election shall each be entitled to nominate one appointee to a place on the commission whose term of office for that position expires in October following the general election, as follows:
 - (1) The city council members elected to places 2, 4 and 6 shall each be entitled to nominate one appointee to commission places 2, 4, and 6, respectively.
 - (2) The mayor shall be entitled to nominate one appointee to commission place 7.
 - (3) The councilmembers elected to places 1, 3, and 5 shall each be entitled to nominate one appointee to commission places 1, 3, and 5, respectively.
- (c) Commission members may be appointed to succeed themselves. Vacancies shall be filled for unexpired terms, to serve the remainder of the unexpired term, on nomination by the member of the city council holding the office entitled to make the original nomination, but no member shall be appointed for a term in excess of three years. Newly appointed members shall be installed at the first regular commission meeting after their appointment.

(2003 Code, sec. 14.103; Ordinance 18-019-00, sec. 3, adopted 4/19/18)

Sec. 1.04.034. Organization; officers; records and minutes.

The commission shall hold an organizational meeting in October of each year and shall elect a chairman and vice-chairman from among its members before proceeding to any other matters of business. The commission shall elect a secretary and such other officers as it deems necessary either from its membership or from staff representatives assigned by the mayor to work with the commission. The commission shall meet regularly and shall conform to V.T.C.A., Government Code ch. 551, as amended from time to time. The commission shall keep a record of its proceedings consistent with the provisions of this article and the requirements of law. Also, the commission's secretary shall file with the city secretary's office minutes of each meeting within three working days of the meeting.

(2003 Code, sec. 14.104)

Sec. 1.04.035. Meetings; quorum; compensation of members.

A quorum for the conduct of business shall consist of a simple majority of the planning and zoning commission. The commission shall meet not less than once each month. The members of the commission shall regularly attend meetings and public hearings of the commission and shall serve without compensation, except for reimbursement of authorized expenses attendant to the performance of their duties.

(2003 Code, sec. 14.105)

Sec. 1.04.036. Motions; majority vote required; continuation of actions to next meeting.

- (a) A motion may be made by any member of the planning and zoning commission other than the presiding officer.
- (b) A motion to approve any matter before the commission or to recommend approval of any request requiring city council action shall require a majority [of] favorable votes of the members present. When fewer than all the members are present for the voting and when all motions to recommend on a given application fail to carry by majority votes, consideration of the application shall be continued to the next regular meeting upon motion carried by a majority of those present. Provided further that no request or application shall be continued under this rule beyond the next regular meeting; failure of the commission to secure majority concurring votes to approve or recommend approval at such next regular meeting shall be recorded in the minutes as a denial of the proposal under this rule.

(2003 Code, sec. 14.106)

Sec. 1.04.037. Disqualification from voting.

- (a) A member of the planning and zoning commission shall disqualify himself from voting whenever he finds that he has a personal or monetary interest in the property under appeal, or that he will be directly affected by the decision of the commission.
- (b) A member may disqualify himself from voting whenever any applicant, or his agent, has sought to influence the vote of the member on his application, other than in the public hearing.

(2003 Code, sec. 14.107)

Sec. 1.04.038. Powers and duties.

The planning and zoning commission is hereby charged with the duty and invested with the authority to:

- (1) Inspect property and premises at reasonable hours where required in the discharge of its responsibilities under the laws of the state and of the city.
- (2) Formulate and recommend to the city council for its adoption a city plan for the orderly growth and development of the city and its environs, and from time to time recommend such changes in the plan as it finds will facilitate the movement of people and goods, and the health, recreation, safety and general welfare of the citizens of the city.
- (3) Formulate a zoning plan as may be deemed best to carry out the goals of the city plan; hold public hearings and make recommendations to the city council relating to the creation, amendment, and implementation of zoning regulations and districts as provided in V.T.C.A., Local Government Code §§ 211.001 et seq., authorizing cities and incorporated villages to pass regulations; all powers granted under such act are specifically adopted and made a part hereof.
- (4) Exercise all the powers of a commission as to approval or disapproval of plans, plats, or replats and vacations of plans, plats or replats set out in V.T.C.A., Local Government Code §§ 42.001 et seq. and 212.001 et seq.
- (5) Study and recommend on the location, extension and planning of public rights-of-way, parks or other public places, and on the vacating or closing of same.

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- (6) Study and recommend on the general design and location of public buildings, bridges, viaducts, street fixtures and other structures and appurtenances. Study and recommend on the design or alteration and on the location or relocation of works of art which are, or may become, the property of the city.
 - (7) Initiate, in the name of the city, for consideration at public hearings, all proposals for:
 - (A) The opening, vacating or closing of public rights-of-way, parks or other public places;
 - (B) The original zoning of annexed areas; and
 - (C) The change of zoning district boundaries on an areawide basis.No fee shall be required for the filing of any such proposal in the name of the city.
 - (8) Formulate and recommend to the city council for its adoption policies and regulations consistent with the adopted city plan governing the location and/or operation of utilities, public facilities and services owned or under the control of the city.
 - (9) Keep itself informed with reference to the progress of city planning in the United States and other countries and recommend improvements in the adopted plans of the city.
 - (10) Submit each September a progress report to the city council summarizing its activities, major accomplishments for the past year and a proposed work program for the coming year. The report shall contain for the year the attendance record of all members and the identity of commission officers.

(2003 Code, sec. 14.108)

Secs. 1.04.039—1.04.060. Reserved.

DIVISION 3. BOARD OF ADJUSTMENT²

Sec. 1.04.061. Organization and membership.

The board shall consist of five citizens appointed or reappointed by the city council. The mayor shall have the authority to nominate persons for appointment. The members of the board shall be identified by place numbers 1 through 5. Board members shall serve two-year terms, with the term beginning on November 1st of the year of appointment and expiring on October 31st two years later. The term for board members 2 and 4 shall begin on November 1st following the general election of the mayor and city council places 2 and 4, and shall expire on October 31st two years later. The term for board members 1, 3, and 5 shall begin on November 1st following the general election of city council places 1, 3, and 5, and shall expire on October 31st two years later. The board shall elect its own chair, who shall serve for a period of one year or until his or her successor is elected.

(Ordinance 18-019-00, sec. 13, adopted 4/19/18)

²Editor's note(s)—Former sections 1.04.061—1.04.070 pertaining to the police advisory committee and deriving from the 2003 Code, secs. 9.201—9.910; was repealed and deleted in its entirety by Ordinance 17-016-00 adopted 2/16/17.

Sec. 1.04.062. Additional requirements.

Refer to section 4, article X, exhibit A, chapter 14 of this Code for additional requirements for the board of adjustment.

(Ordinance 18-019-00, sec. 13, adopted 4/19/18)

Secs. 1.04.063—1.04.090. Reserved.***DIVISION 4. PARKS AND RECREATION ADVISORY BOARD*****Sec. 1.04.091. Composition; appointment and term of members; alternate members.**

- (a) The parks and recreation advisory board will be comprised of seven citizen members who shall serve on the board for a term of three years or until their respective successors are appointed and have qualified. Board members may be removed at any time upon the affirmative vote of a majority of the city council.
- (b) The parks and recreation director shall be appointed to the board and serve as an ex-officio member, having the right to enter into discussion but not to vote and serve as the city's liaison to the board.
- (c) One Leander ISD (LISD) school representative shall be appointed to the board as one of the seven board members and serve in an official capacity of the board.
- (d) During the month of September each year, or the year that board members' term expire, the parks and recreation department will solicit applications for vacant board positions and submit those to the board selection committee and/or the city council in October. The city council shall appoint members to fill all vacancies. The term of each member shall begin on November 1st and end on October 31st of the year that board member's term expires.

(Ordinance 15-061-00 adopted 11/5/15)

Sec. 1.04.092. Qualifications of members.

The members of the parks and recreation advisory board must be qualified electors within the city, except for one, who shall be a resident of the city's extraterritorial jurisdiction. A voting member of the parks and recreation advisory board shall not be an employee or an appointed or elected official of the city. In the event the City receives no applications from residents who meet the criteria for LISD school representative and/or extraterritorial jurisdiction (ETJ) representative, the city council may appoint a resident from the general pool of applicants.

(Ordinance 20-080-00 adopted 11/5/20)

Sec. 1.04.093. Meetings.

A majority of the voting members shall constitute a quorum for the transaction of business. Meetings of the parks and recreation advisory board shall be held at a location open to the public on a quarterly basis at minimum, or more frequently at the call of the board or city council. A written agenda and time and location of the meeting shall be posted as required by state statutes. Meetings will be open to the public except when closed sessions are authorized by state statutes.

(2003 Code, sec. 9.1003)

Sec. 1.04.094. Duties.

The city parks and recreation advisory board shall have no supervisory function and shall have no rulemaking or quasi-judicial authority. The board is organized to advise the city council and parks and recreation department on policy and programs and shall generally have the following duties and responsibilities:

- (1) To act in an advisory capacity to the city council and parks and recreation department in all matters pertaining to the parks and recreation services and activities in the city.
- (2) To assist in the development and implementation of a master parks plan for the city.
- (3) To review and recommend changes to the master parks plan, as necessary, to the city council and the parks and recreation department.
- (4) To analyze and make recommendations concerning the long-range parks and recreation facility needs of the community.
- (5) To provide opportunities for citizen input regarding appropriate parks and recreation facility needs of the community.
- (6) To recommend names for parks and recreation facilities.
- (7) To work with the city officials in planning and maintenance of city parks and in planning recreation programs.
- (8) To make recommendations on requests for special use of any of the city's parks or recreation facilities.
- (9) To make recommendations on fees and charges for parks and recreational facility and program use.
- (10) To help promote and provide volunteer support for special recreational programs and events offered throughout the city.

(Ordinance 16-094-00 adopted 11/17/16; Ord. No. 23-062-00, § 2(Exh. A), 9-21-2023)

Secs. 1.04.095—1.04.120. Reserved.

DIVISION 5. HISTORICAL PRESERVATION COMMISSION

Sec. 1.04.121. Created; purpose; appointment and term of members.

- (a) There is hereby created a commission to be known as the Leander Historical Preservation Commission, hereafter referred to as the "commission."
- (b) The commission shall serve as an advisory body to the city council and shall consist of seven members, appointed by the city council in accordance with the City Charter and the Code of Ordinances, who shall whenever possible meet one or more of the following qualifications:
 - (1) A registered architect, planner or representative of a design profession,
 - (2) A registered professional engineer in the State of Texas,
 - (3) A member of a nonprofit historical organization of Williamson County,
 - (4) A local licensed real estate broker or member of the financial community,

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- (5) An owner of an historic landmark residential building,
 - (6) An owner or tenant of a business property that is an historic landmark or in an historic district.
 - (7) A resident of the extraterritorial jurisdiction.
- (c) Commission members shall serve staggered terms of three years each.
 - (d) The chairman and vice-chairman of the commission shall be elected by and from the members of the commission.
 - (e) The duties of the commission, shall be to:
 - (1) Assist in applying for preservation and rehabilitation grants and by making recommendations to the city government concerning the utilization of state, federal, or private funds to promote the preservation of historic landmarks and historic districts within the city.
 - (2) Recommend the designation of resources as historic landmarks and historic districts.
 - (3) Create committees from among its membership and delegate to these committees' responsibilities to carry out the purposes of the historical preservation ordinance.
 - (4) Maintain written minutes that record all actions taken by the commission and the reasons for taking such actions.
 - (5) Increase public awareness of the value of historic, cultural, and architectural preservation by developing and participating in public education programs.
 - (6) Maintain an inventory of significant historic, architectural, and cultural landmarks and all properties located within the city.
 - (7) Recommend action to the city government regarding the donation of preservation easements and development rights as well as any other gift of value for the purpose of historical preservation, subject to the approval of the city council.
 - (8) Make recommendations on plans detailed design review addressing alterations of designated properties.
 - (f) Members of the commission shall serve without compensation.
 - (g) Vacancies on the commission shall be filled by the city council for the unexpired term of the vacancy.
 - (h) The commission shall meet at least monthly unless there is no commission business at hand. All meetings shall be held in conformance with the Texas Open Meetings Act (V.T.C.A., Government Code ch. 551).
 - (i) A quorum for the transaction of business shall consist of not less than a majority of the full voting membership. All issues shall be decided by a simple majority vote of the commission members present.
 - (j) The historical preservation officer shall be a non-voting, ex-officio member of the commission and shall attend all commission meetings.

(Ordinance 18-019-00, sec. 5, adopted 4/19/18; Ordinance 21-085-00 adopted 10/12/21; Ord. No. 23-063-00, § 2(Exh. A), 9-21-2023)

Sec. 1.04.122. Appointment of historical preservation officer.

The city planning director or his designee shall be the historical preservation officer. This officer shall administer the historic preservation ordinance and advise the commission on matters submitted to it. If the staff position of historic planner is authorized, then this position will act as the historical preservation officer.

(Ordinance 17-061-00 adopted 9/7/17)

Secs. 1.04.123—1.04.130. Reserved.

DIVISION 6. ECONOMIC DEVELOPMENT COMMITTEE

Sec. 1.04.131. Economic development committee established.

There is hereby established an economic development committee. The purpose of the committee is to support, promote, encourage and advocate projects that strengthen the local economy and diversify the tax base consistent with the character of the community. The committee shall act as an advisory committee only and committee members shall act as a conduit of information between the business community and city staff to facilitate development of a healthy/diversified economy in which businesses can locate/relocate/innovate/grow and prosper, and all residents have opportunities for economic prosperity.

(Ord. No. 23-061-00, § 2(Exh. A), 9-21-2023)

Sec. 1.04.132. Membership; qualifications; meetings.

- (a) The committee shall be comprised of seven members and one council liaison with preference given to individuals with professional expertise in the following sectors: Education, real estate, industrial, technology, non-profit, small business, retail, banking, healthcare, and utilities. The seven citizen members shall serve a term of three years. The economic director or his appointee shall act as the city staff liaison for the committee.
- (b) To be eligible to serve on the committee, members shall be Leander citizens, own property in the city, own a business that operates in the city, or hold a director level or above position in an entity within a sector listed in section 1.04.132(a) that operates in the city. Citizen members must be registered voters.
- (c) The committee shall meet once a quarter, unless otherwise directed by the staff liaison.

(Ordinance 20-088-00 adopted 12/3/20; Ord. No. 23-061-00, § 2(Exh. A), 9-21-2023; Ord. No. 23-065-00, § 2, 10-10-2023)

Sec. 1.04.133. Duties and responsibilities.

The committee shall have the following duties and responsibilities.

- (1) Provide feedback to staff liaison consistent with the city's master plan, comprehensive plan and council's direction on economic challenges and opportunities in the community.
- (2) Support and encourage new businesses seeking to locate in Leander and existing businesses seeking to remain or expand in the city.
- (3) Provide information to staff liaison relative to business development situations perceived or real affecting the business climate within the city.

(Ordinance 20-088-00 adopted 12/3/20; Ord. No. 23-061-00, § 2(Exh. A), 9-21-2023)

Secs. 1.04.134—1.04.140. Reserved.

DIVISION 7. FIRE FIGHTERS' CIVIL SERVICE COMMISSION³

Sec. 1.04.041. Established; membership.

- (a) In accordance with V.T.C.A., Local Government Code ch. 143, as amended, a firefighters' civil service commission is hereby established.
- (b) The firefighters' civil service commission shall consist of three members appointed by the city manager and confirmed by the city council. Except as provided herein, members shall serve three-year terms with the term of one member expiring each year. In making initial appointments, the city manager shall designate one member to serve a one-year term, one member to serve a two-year term, and one member to serve a three-year term in the manner required by this section. Except as provided herein, the city manager may reappoint a firefighters' civil service commission member to three consecutive terms. The city manager may reappoint a firefighters' civil service commission member to a fourth or subsequent consecutive term if such member is confirmed by two-thirds majority of all of the members of the city council.
- (c) Each commissioner of the firefighters' civil service commission shall meet the following qualifications:
 - (1) Be of good moral character;
 - (2) Be a citizen of the United States;
 - (3) Be a resident of the city who has resided in the city for more than three years;
 - (4) Be over the age of 25 years; and
 - (5) Shall not have held any public office within the preceding three years.

(Ord. No. 24-051-00, § 2(Exh. A), 6-20-2024)

Sec. 1.04.042. Vacancies.

If a vacancy occurs or if an appointee fails to qualify within ten days after the date of appointment, the city manager shall appoint a person to serve the remainder of the unexpired term in the same manner as the original appointment.

(Ord. No. 24-051-00, § 2(Exh. A), 6-20-2024)

Sec. 1.04.043. Commission officers.

Each January, the commissioners shall elect a chairperson and vice-chairperson.

(Ord. No. 24-051-00, § 2(Exh. A), 6-20-2024)

³Ord. No. 24-051-00, § 2(Exh. A), adopted June, 20, 2024, set out provisions intended for use as §§ 1.04.041—1.04.046. Inasmuch as there were already provisions so designated, said sections have been codified herein as §§ 1.04.141—1.04.146 at the discretion of the editor.

Sec. 1.04.044. Removal of commissioners.

The city council may remove a member of the civil service commission according to V.T.C.A., Local Government Code § 143.007, or other applicable law.

(Ord. No. 24-051-00, § 2(Exh. A), 6-20-2024)

Sec. 1.04.045. Duties.

The duties of the civil service commission shall be as delineated to the firefighters' civil service commission by V.T.C.A., Local Government Code ch. 143, as amended or hereafter amended.

(Ord. No. 24-051-00, § 2(Exh. A), 6-20-2024)

Sec. 1.04.046. Office of the director of civil service.

- (a) *Office created.* There is hereby created the office of director of the firefighters' civil service, which office shall be filled by the appointment of the firefighters' civil service commission. Except for the residency requirement, the director shall meet the requirements for appointment to the commission.
- (b) *Compensation.* The city council shall set the salary, if any, to be paid to the director.
- (c) *Duties of the director.* The director shall serve as secretary to the commission, and shall perform all such work incidental to the civil service system, as may be required by the commission.
- (d) *Removal of the director.* The director shall at all times be subject to removal by the commission upon majority vote.

(Ord. No. 24-051-00, § 2(Exh. A), 6-20-2024)



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Discuss and consider action on appointments to the following boards, commissions and committees: Board of Adjustment, Economic Development Committee, Ethics Commission, Leander Public Arts and Cultural Commission, Planning and Zoning Commission, Tax Increment Reinvestment Zone No.1(TIRZ) Board, and the Development Authority Board, as well as the Historical Preservation Commission and the Parks and Recreation Advisory Board, if needed.

BACKGROUND:

Vacancies on City boards, committees and commissions are filled twice a year; in April to fill vacancies for unexpired terms, and in October when annual appointments are made to boards with expiring terms. The term of each member shall begin in November and end on October 31 of the year the term expires.

This item will provide the City Council with an opportunity to:

- Appoint and/or reappoint five (5) members to the Board of Adjustment, four (4) members to the Leander Public Arts & Culture Commission, and one (1) member to the TIRZ/Development Authority Board with terms to expire October 31, 2027.
- Appoint and/or reappoint three (3) members to the Ethics Commission and three (3) members to the Planning & Zoning Commission with terms to expire October 31, 2028.
- Fill vacancies with unexpired terms of two (2) members of the Economic Development Committee, with terms to expire October 31, 2026; and two (2) members of the Planning & Zoning Commission, with terms to expire October 31, 2027.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Stefanie Brown, Deputy City Secretary

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending Division 3, Article 1.09 of the Code of Ordinances governing the Old Town Development Incentives Program to rename the program the "Old Town Revitalization Program"; providing the purpose of the program; establishing the available incentives; providing for an application process; establishing the Old Town Revitalization Fund; providing effective date and open meetings clauses; and providing for related matters.

BACKGROUND:

Staff is recommending to transform the Old Town Development Incentives Program into the Old Town Revitalization Program as part of efforts to encourage and support businesses in Old Town. The City will be working to implement a vision, identity and branding for Old Town, and restructuring this program will allow an easier application process to promote revitalization in Old Town.

The Old Town Revitalization Program will solely provide grants to support partnerships between the City and property or business owners for the enhancement of facades, infrastructure, and public-facing improvements in Old Town. Staff is recommending two (2) grant options for applicants:

1. Facade Improvements - Reimbursements of up to \$30,000.00, or such amount as may be established annually by the City Council, may be awarded for improvements to a building's exterior that are visible to the public. Eligible facade improvements include, but are not limited to:

- New or enhanced signage and/or awnings
- New or rehabilitated storefronts
- Facade rehabilitation and exterior painting
- Exterior lighting
- Landscaping improvements
- Canopies, pergolas, or window awnings
- Replacement of broken windows, storefront glass, and doors
- Public art, including murals, sculptures, or other permanent installations
- Outdoor seating areas and access features in compliance with Americans with Disabilities Act (ADA)

2. Infrastructure Improvements - Reimbursements of up to \$65,000.00, or such amount as may be established annually by the City Council, may be awarded for rehabilitation, repair, or improvement of site infrastructure. Eligible infrastructure improvements include, but are not limited to:

- Additional or improved parking facilities
- Utility extensions or upgrades
- Sidewalk extensions and pedestrian improvements

- Streetscape enhancements, wayfinding signage, bicycle racks, and related public realm amenities

The Economic Development Department would develop and establish a grant application where applicants must meet the following requirements to be eligible for project reimbursement:

1. Project must be located within the Old Town area;
2. Comply with all city plans, zoning, Smartcode requirements, development regulations, and code;
3. Align with Old Town design standards and city-adopted guidelines; and
4. Be completed within a specified period of time as established in an approved economic development incentive agreement between the applicant and the City.

Applications will be reviewed by the Economic Development Department for completeness and eligibility, and may be presented to the City Council for consideration of approval. The City Council may approve a revitalization grant and any additional incentives for the business. The terms would be documented in an economic development incentive agreement, or if authorized by the City Council, approved by the City Manager.

Staff also recommends the Old Town Development Incentive Fund to be renamed as the Old Town Revitalization Fund for consistency with the program. Each fiscal year, the City Manager would recommend funds to be considered for appropriation by the City Council. The funds deposited into the Old Town Revitalization Fund shall be used exclusively for reimbursement of approved revitalization grants and incentives under this program.

In the Fiscal Year 2026 Budget, the City adopted a budget for the Old Town Development Incentive Fund in the amount of \$360,000.00 to be used for incentive grants.

HISTORY/TIMELINE:

11/19/2015 - City Council approved Ordinance No. 15-057-00 establishing the Old Town Development Incentives Program with a budget of \$100,000.00 in Old Town business projects in the form of a forgivable loan/grant for needed infrastructure or down payment assistance for capital investment.

5/18/2017 - City Council approved Ordinance No. 17-039-00 amending the Old Town Development Incentives Program to clarify program offers both grants and loans.

11/16/2017 - City Council approved Ordinance No. 17-078-00 with additional amendments to allow direct payment to the grantee(s) under certain conditions.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends adopting the ordinance with amendments to reestablish the Old Town Development Incentives Program as the Old Town Revitalization Program.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$360,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	N/A
<u>Recurring or one-time:</u>	Recurring

Fund source (Operating / Utility / etc.): Old Town Incentives Fund Account 06-01-6010

Attachments:

1. Ordinance
2. Ordinance Redline
3. Old Town Revitalization Program Presentation

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS AMENDING DIVISION 3, ARTICLE 1.09 OF THE CODE OF ORDINANCES GOVERNING THE OLD TOWN DEVELOPMENT INCENTIVES PROGRAM TO RENAME THE PROGRAM THE “OLD TOWN REVITALIZATION PROGRAM”; PROVIDING THE PURPOSE OF THE PROGRAM; ESTABLISHING THE AVAILABLE INCENTIVES; PROVIDING FOR AN APPLICATION PROCESS; ESTABLISHING THE OLD TOWN REVITALIZATION FUND; PROVIDING EFFECTIVE DATE AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council established an Economic Development Incentive Program under Chapter 380, Texas Local Government Code, to promote local economic development, to stimulate business and commercial activity in the City, to encourage the location and expansion of businesses in the Old Town section of Leander, to create a pedestrian-friendly and attractive commercial area, and to preserve the character of the structures in Old Town known as the Old Town Development Incentives Program; and

WHEREAS, the City Council wishes to redefine the program to incentivize improvements that revitalize the Old Town area of the City to encourage the location and expansion of businesses, stimulate economic activity in Old Town, create a vibrant pedestrian-friendly district, and preserve and enhance the historic and aesthetic character of Old Town; and

WHEREAS, the City Council finds that the Old Town Revitalization Program, as authorized by this Ordinance, benefits the public health and welfare by promoting the economic development of the City, encouraging businesses to locate and expand in the City, creating opportunities for increased sales tax, property tax, and employment, encouraging the renovation and adaptive reuse of buildings in Old Town, preserving and enhancing the aesthetic appearance of Old Town, and creating pedestrian-friendly areas in 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. Old Town Revitalization Program. Division 3, Article 1.09 of the City of Leander Code of Ordinances (the "Code") is hereby amended in its entirety to read as set forth in Exhibit A attached hereto and incorporated herein for all purposes.

SECTION 3. Conflicting Ordinances. Division 3, Article 1.09 of the Code is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted 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 4. 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 and the City Charter.

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

PASSED AND APPROVED on the 16th day of October, 2025.

THE CITY OF LEANDER, TEXAS

ATTEST:

Christine DeLisle, Mayor

Dara Crabtree, City Secretary

CHAPTER 1 - GENERAL PROVISIONS
ARTICLE 1.09 - ECONOMIC DEVELOPMENT
DIVISION 3. OLD TOWN REVITALIZATION PROGRAM

DIVISION 3. OLD TOWN REVITALIZATION PROGRAM

Sec. 1.09.071. Program established; purpose.

The Old Town Revitalization Program (the “program”) is hereby established to encourage the location and expansion of businesses, stimulate economic activity in Old Town, create a vibrant pedestrian-friendly district, and preserve and enhance the historic and aesthetic character of Old Town.

(Ordinance 15-057-00 adopted 1/19/15)

Sec. 1.09.072. Authority; findings.

This division is adopted pursuant to the general police powers of the city, the City Charter, V.T.C.A., Local Government Code ch. 380, and the constitution of the state. The city council finds that the Old Town Revitalization Program benefits the public health and welfare by promoting economic development, encouraging private investment in Old Town, creating opportunities for increased sales tax and employment, supporting renovation and adaptive reuse of buildings, preserving and enhancing the aesthetic appearance of Old Town, and advancing pedestrian-friendly development.

(Ordinance 15-057-00 adopted 1/19/15)

Sec. 1.09.073. Old Town Revitalization Grant.

The Old Town Revitalization Grant is established to support partnerships between the city and property or business owners for the enhancement of façades, infrastructure, and public-facing improvements in Old Town.

- (a) *Façade improvements.* Reimbursements of up to thirty thousand dollars (\$30,000), or such amount as may be established annually by the city council, may be awarded for improvements to a building’s exterior that are visible to the public. Eligible façade improvements include, but are not limited to:
- (1) New or enhanced signage and/or awnings.
 - (2) New or rehabilitated storefronts.
 - (3) Façade rehabilitation and exterior painting.
 - (4) Exterior lighting.
 - (5) Landscaping improvements.
 - (6) Canopies, pergolas, or window awnings.
 - (7) Replacement of broken windows, storefront glass, and doors.
 - (8) Public art, including murals, sculptures, or other permanent installations.
 - (9) Outdoor seating areas and access features in compliance with Americans with Disabilities Act (ADA).
- (b) *Infrastructure improvements.* Reimbursements of up to sixty-five thousand dollars (\$65,000), or such amount as may be established annually by the city council, may be awarded for rehabilitation, repair, or improvement of site infrastructure. Eligible infrastructure improvements include, but are not limited to:
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- (1) Additional or improved parking facilities.
 - (2) Utility extensions or upgrades.
 - (3) Sidewalk extensions and pedestrian improvements.
 - (4) Streetscape enhancements, wayfinding signage, bicycle racks, and related public realm amenities.

(Ordinance 17-039-00, sec. 2, adopted 5/18/17; Ordinance 17-078-00, sec. 2, adopted 11/16/17)

Sec. 1.09.074. Application; eligibility.

- (a) Applicants must submit a complete application on a form established by the city.
- (b) To be eligible for reimbursement, projects must:
 - (1) Be located within the Old Town area as designated by the City of Leander;
 - (2) Comply with all city plans, zoning, Smartcode requirements, development regulations, and code;
 - (3) Align with Old Town design standards and city-adopted guidelines; and
 - (4) Be completed within a specified period of time as established in an approved economic development incentive agreement between the applicant and the city.

(Ordinance 15-057-00 adopted 1/19/15; Ordinance 17-039-00, sec. 3, adopted 5/18/17)

Sec. 1.09.075. Review and approval of applications.

- (a) Applications will be reviewed by the city's economic development department for completeness and eligibility, and may be presented to City Council for consideration of approval.
- (b) The city council, in its sole discretion, may approve a revitalization grant and any additional incentives. The terms shall be documented in an economic development incentive agreement or, if authorized by the city council, approved by the city manager.
- (c) Each agreement shall, at a minimum, include:
 - (1) A description of each grant and/or incentive and the duration;
 - (2) A legal description of the property and eligible facility;
 - (3) Access for city inspection to verify completion of improvements;
 - (4) A method for limiting or recovering funds if obligations are not met;
 - (5) Performance criteria the applicant must achieve as a condition of reimbursement;
 - (6) A requirement that the property owner provide property and sales tax information to the city;
 - (7) A requirement that the property shall be developed in accordance with city plans, zoning, Smartcode requirements, development regulations, and codes; and
 - (8) Other terms and conditions determined appropriate by the city.

(Ordinance 15-057-00 adopted 1/19/15; Ordinance 17-078-00, sec. 3, adopted 11/16/17)

Sec. 1.09.076. Old Town Revitalization Fund.

There is hereby established the Old Town Revitalization Fund. Each fiscal year, the city council shall consider appropriating funds as recommended by the city manager. Funds deposited into the Fund shall be used exclusively for reimbursement of approved revitalization grants and incentives under this program.

(Ordinance 17-078-00, sec. 4, adopted 11/16/17)

Secs. 1.09.077—1.09.090. Reserved.

DIVISION 3. OLD TOWN ~~REVITALIZATION~~ ~~DEVELOPMENT INCENTIVES~~ PROGRAM

Sec. 1.09.071. Program established; purpose.

The Old Town ~~Revitalization Program (the "program")~~ ~~development incentives program (the "program")~~ is hereby established ~~to encourage the location and expansion of businesses, stimulate economic activity in Old Town, create a vibrant pedestrian-friendly district, and preserve and enhance the historic and aesthetic character of Old Town.~~ ~~for the purpose of encouraging the location and expansion of businesses and stimulating commercial activity in the Old Town section of Leander, creating a pedestrian-friendly and attractive commercial area, and preserving and enhancing the aesthetic appearance of Old Town.~~

(Ordinance 15-057-00 adopted 1/19/15)

Sec. 1.09.072. Authority; findings.

This division is adopted pursuant to the general police powers of the city, the City Charter, V.T.C.A., Local Government Code ch. 380, and the constitution of the state. The city council finds that the Old Town ~~Revitalization Program~~ ~~development incentives program~~ benefits the public health and welfare by promoting ~~the economic development of the city,~~ encouraging ~~private investment in Old Town~~ ~~businesses to locate and expand in the city,~~ creating opportunities for increased sales tax and employment, ~~supporting renovation and adaptive reuse of buildings~~ ~~encouraging the renovation and repair of buildings in Old Town,~~ preserving and enhancing the aesthetic appearance of Old Town, and ~~advancing~~ ~~creating~~ pedestrian-friendly development ~~in the city.~~

(Ordinance 15-057-00 adopted 1/19/15)

Sec. 1.09.073. Old Town Revitalization Grant ~~Development incentives.~~

The Old Town Revitalization Grant is established to support partnerships between the city and property or business owners for the enhancement of façades, infrastructure, and public-facing improvements in Old Town.

(a) *Façade improvements.* Reimbursements of up to thirty thousand dollars (\$30,000), or such amount as may be established annually by the city council, may be awarded for improvements to a building's exterior that are visible to the public. Eligible façade improvements include, but are not limited to:

- (1) *New or enhanced signage and/or awnings.*
- (2) *New or rehabilitated storefronts.*
- (3) *Façade rehabilitation and exterior painting.*
- (4) *Exterior lighting.*
- (5) *Landscaping improvements.*
- (6) *Canopies, pergolas, or window awnings.*
- (7) *Replacement of broken windows, storefront glass, and doors.*
- (8) *Public art, including murals, sculptures, or other permanent installations.*

(9) Outdoor seating areas and access features in compliance with Americans with Disabilities Act (ADA).

(b) Infrastructure improvements. Reimbursements of up to sixty-five thousand dollars (\$65,000), or such amount as may be established annually by the city council, may be awarded for rehabilitation, repair, or improvement of site infrastructure. Eligible infrastructure improvements include, but are not limited to:

(1) Additional or improved parking facilities.

(2) Utility extensions or upgrades.

(3) Sidewalk extensions and pedestrian improvements.

(4) Streetscape enhancements, wayfinding signage, bicycle racks, and related public realm amenities.

Qualified applicants will be eligible for the development incentives described in this section and other incentives the city council may approve. The decision to grant development incentives, and the number and combination of incentives granted, shall be within the city council's sole discretion.

~~(1) Loans.~~ Loans of up to \$100,000.00 to be used for down payment on property in Old Town and/or rehabilitation, repair, and improvements to the property and structures located on the property. The loan funds will be paid directly to the bank and/or contractors, as appropriate, based on approved invoices in the case of contractors. Loan payments may be forgiven if certain threshold increases in property values and sales tax revenues are met. The loan will be secured by at least a secondary lienholder position on the property.

~~(2) Grants.~~ Grants of up to \$100,000.00 to be used for down payment on property in Old Town and/or rehabilitation, repair, and construction of improvements to the property and structures located on the property. The grant funds will be paid directly to the bank and/or contractors, as appropriate, based on approved invoices in the case of contractors. The grant funds may also be used to reimburse the grantee for expenditures made for rehabilitation, repair, and construction of improvements to the property and structures; provided that the grantee first provides adequate documentation acceptable to the city establishing the expenditures made and obtains a certificate of occupancy from the city for the building or structure for which reimbursement is requested.

~~(3) Neighborhood empowerment zone incentives.~~ Incentives set forth in Resolution Number 15-021-00 and V.T.C.A., Local Government Code ch. 378, due to the property being located in the Old Town Neighborhood Empowerment Zone.

~~(4) City installation of utilities to project.~~ Extension of water and/or sewer, installation of sidewalks, or installation of other public infrastructure by the city.

(Ordinance 17-039-00, sec. 2, adopted 5/18/17; Ordinance 17-078-00, sec. 2, adopted 11/16/17)

Sec. 1.09.074. Application; eligibility.

(a) Applicants must submit a complete application on a form established by the city.

(b) To be eligible for reimbursement, projects must:

(1) Be located within the Old Town area as designated by the City of Leander;

(2) Comply with all city plans, zoning, Smartcode requirements, development regulations, and code;

(3) Align with Old Town design standards and city-adopted guidelines; and

(4) Be completed within a specified period of time as established in an approved economic development incentive agreement between the applicant and the city.

~~To be considered for development incentives under the program, applicants must submit an application to the city in accordance with section 1.09.037(a), and must meet the following minimum criteria. Information demonstrating that the applicant meets the following criteria shall be included with the application.~~

- ~~(1) Applicants must submit a complete, written application.~~
- ~~(2) Applicants must demonstrate that they have financing for the project from a bank or other lending institution acceptable to the city.~~
- ~~(3) Applicants must provide a business plan and demonstrate that the increase in value of the property (and increase in sales tax revenue, if applicable) will pay back the loan within a five—seven-year period, or that the city will receive a value roughly equivalent to the grant amount through an increase in property tax revenues and sales tax revenues over a five—seven-year period.~~
- ~~(4) The business must be located in the Old Town section of the city, which is that area designated as S3 Old Town Sector on the Leander sector map in the SmartCode.~~
- ~~(5) The proposed development will comply with the SmartCode.~~

(Ordinance 15-057-00 adopted 1/19/15; Ordinance 17-039-00, sec. 3, adopted 5/18/17)

Sec. 1.09.075. Review and approval of applications.

- (a) Applications will be reviewed by the city's economic development department for completeness and eligibility, and may be presented to City Council for consideration of approval.~~Applications will be reviewed by the city as provided in sections 1.09.037(b) and (c).~~
- (b) The city council, in its sole discretion, may approve a revitalization grant and any additional incentives. The terms shall be documented in an economic development incentive agreement or, if authorized by the city council, approved by the city manager.~~If the city council determines in its sole discretion that it is in the best interest of the city to grant incentives to a particular applicant, the city council will approve the incentives and the terms and conditions of an economic development incentive agreement or authorize the city manager to approve the terms and conditions of an economic development incentive agreement, which must, at a minimum be in writing and contain the following terms:~~
- (c) Each agreement shall, at a minimum, include:
 - (1) A description of each grant and/or incentive and the duration;~~of the incentives to be provided and their duration.~~
 - (2) A legal description of the property and eligible facility;~~:-~~
 - (3) Access for city inspection to verify completion of improvements;~~Allow access to and inspection of the property and proposed improvements by city inspectors and officials to ensure that the improvements are made in accordance with the requirements and conditions of the agreement.~~
 - (4) A method for limiting or recovering funds if obligations are not met;~~A method to limit or recover the incentives if the applicant fails to perform its obligations under the agreement.~~
 - (5) Performance criteria the applicant must achieve as a condition of reimbursement;~~The performance criteria the applicant must meet as a condition of receiving the development incentive.~~
 - (6) A requirement that the property owner provide property and sales tax information to the city;~~That the property owner will cooperate to provide property tax and sales tax information to the city.~~

(7) A requirement that the property shall be developed in accordance with city plans, zoning, Smartcode requirements, development regulations, and codes; and~~That the property will be developed in accordance with the SmartCode.~~

~~(8) Terms and documents necessary to secure the loan with a lien on the property and authorized uses of the loan proceeds, if a loan is granted to the applicant.~~

(89) Other terms and conditions determined appropriate by the city.

(Ordinance 15-057-00 adopted 1/19/15; Ordinance 17-078-00, sec. 3, adopted 11/16/17)

Sec. 1.09.076. Old Town Revitalization Fund~~Old town development incentive fund.~~

There is hereby established the Old Town Revitalization Fund. Each fiscal year, the city council shall consider appropriating funds as recommended by the city manager. Funds deposited into the Fund shall be used exclusively for reimbursement of approved revitalization grants and incentives under this program.

~~There is hereby established the Old Town development incentive fund. The funds deposited into the fund pursuant to this section and as authorized from time to time by the city council shall be used for development incentives granted under the program. For properties for which development incentives have been approved under the program, the finance director will deposit amounts equal to the sales tax revenue produced from a business located on property that was subject to an economic incentive agreement authorized approved under this division and 50 percent of the increase in property tax revenues produced from the improved property, as such revenues are received from time to time, until the earlier to occur of: (1) five years from the date the economic development incentive was approved; or (2) an amount equal to the economic development incentive is received by the city from a combination of sales tax revenue and ad valorem tax revenue from the property after approval of the economic development incentive. In no event shall funds required to be deposited into the tax increment fund for the reinvestment zone number one, City of Leander, Texas, be deposited in the Old Town development incentive fund.~~

(Ordinance 17-078-00, sec. 4, adopted 11/16/17)

Secs. 1.09.077—1.09.090. Reserved.

City of
Leander



Old Town Revitalization Program

History of Old Town Development Incentives Program

- 2015 - Program established allowing capital investment up to \$100,000 for Old Town business projects in the form of a forgivable loan/grant for needed infrastructure or down payment assistance.
- 2017 - Amendments approved to clarify the program offers both grants and loans and to allow direct payment to grantees.

Old Town Revitalization Program

- Focus on providing grants to support partnerships between the City and property or business owners for the enhancement of façades, infrastructure, and public-facing improvements in Old Town.
- Rename the Old Town Revitalization Fund.
 - Funds shall be used exclusively for reimbursement of approved revitalization grants and incentives under the program.

Façade Improvements Grant

- Reimbursements up to \$30,000 for improvements to a building's exterior that are visible to the public including:
 - New or enhanced signage and/or awnings
 - New or rehabilitated storefronts
 - Façade rehabilitation and exterior painting
 - Exterior lighting
 - Landscaping improvements
 - Canopies, pergolas, or window awnings
 - Replacement of broken windows, storefront glass, and doors
 - Public art, including murals, sculptures, or other permanent installations
 - Outdoor seating areas and ADA-compliant access features

Infrastructure Improvements Grant

- Reimbursements up to \$65,000 for rehabilitation, repair, or improvement of site infrastructure including:
 - Additional or improved parking facilities
 - Utility extensions or upgrades
 - Sidewalk extensions and pedestrian improvements
 - Streetscape enhancements, wayfinding signage, bicycle racks, and related public realm amenities

Eligibility Requirements

- Project must be located within the Old Town area;
- Comply with all City plans, zoning, Smartcode requirements, development regulations, and code;
- Align with Old Town design standards and City-adopted guidelines; and
- Be completed within a specified period of time as established in an approved economic development incentive agreement between the applicant and the City.

Application Process

- Economic Development would develop and establish the grant application.
- All submitted applications will be reviewed by Economic Development for completeness and eligibility.
- Applications may be presented and recommended to City Council for consideration of approval of a grant and any additional incentives.
- Terms would be documented in an economic development incentive agreement.

Example: Frisco Rail District Redevelopment



Example: Frisco Rail District Redevelopment



Example: Frisco Rail District Redevelopment





EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Discuss and consider an Ordinance amending the City Council Rules of Procedure.

BACKGROUND:

The City Council is authorized by the City Charter and state law to determine the rules of its proceedings, and pursuant to such authority, the City Council adopted the City Council Rules of Procedure and amendments from time to time.

The City Council will begin using OneDrive as the official platform for the secure and convenient exchange of City documents between staff and council members. Authorized staff will establish common folders for general information and individual folders for member-specific documents. All files will be in PDF format. Documents marked "Not For Public" within the "Confidential" folder are restricted and must not be shared with unauthorized individuals. The attached ordinance amends the City Council Rules of Procedure to provide for the guidelines for OneDrive.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary
Stuart Smith, Interim IT Director/Information Security Officer

Fiscal Impact

Attachments:

1. Ordinance
2. Council Rules of Procedure 10.16.2025

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING
THE CITY COUNCIL RULES OF PROCEDURE TO ESTABLISH
GUIDELINES FOR ONEDRIVE; AND PROVIDING FOR RELATED
MATTERS.**

Whereas, the City Council of the City of Leander, Texas (the “City”) is authorized by the City Charter and state law to determine its own rules; and

Whereas, the City Council wishes to establish guidelines for OneDrive issued by the City Council;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
OF 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. Council—OneDrive Guidelines.

a) Section D of the City Council Rules of Procedure is hereby amended by adding subsection (4) to read as follows:

(4) OneDrive Usage. OneDrive is the official platform for the secure and convenient exchange of City documents between staff and councilmembers. Authorized staff will establish common folders for general information and individual folders for member-specific documents. All files will be in PDF format. Documents marked "Not For Public" within the "Confidential" folder are restricted and must not be shared with unauthorized individuals.

Section 3. Conflicting Ordinances. Any ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted and amended herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 4. Savings. 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 City Council Rules of Procedure 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 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Tex. Loc. Gov't. Code.

Section 6. 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 7. 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 16 of October, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree. City Secretary

Christine DeLisle, Mayor

CITY OF LEANDER, TEXAS CITY COUNCIL RULES OF PROCEDURE

Pursuant to Section 3.05 of the City Charter, which states that the Council may determine the rules of its proceedings, the City Council hereby adopts the following Rules of Procedure.

A. GENERAL GUIDELINES

- 1) Focus on governing (policy making), not administration.
- 2) Treat everyone with respect. No personal attacks on City Staff or each other.
- 3) Address the present issue and let each item stand on its own.
- 4) Be brief and concise. Focus comments for item under consideration.
- 5) Support the validity and integrity of the process even when you disagree with the outcome.
- 6) Listen before judging or taking action. Do not pre-judge the motives of your fellow Councilmembers.
- 7) Wait for recognition from the Mayor before speaking.
- 8) Agree to disagree. No need to over-talk an issue.
- 9) Council directs as a body. Be clear on directions, follow plans, and support City policies.
- 10) No surprises. Share all information equally with each other and the City Manager.

B. AGENDAS

- 1) Preparation of the Agenda. The City Manager shall cause the City Secretary to prepare the agenda for the Mayor's review and approval.
- 2) Consent Agenda. The following matters may be placed on the Consent Agenda: minutes; contracts or expenditures requiring Council approval that are within the budget; contracts city staff was authorized to negotiate and bring back for approval; second reading of ordinances; plat approvals where variances are not accepted; acceptance of subdivision infrastructure; and other similar routine, administrative matters that do not require deliberation. Items on the Consent Agenda may be approved with a single motion and vote; provided that any Councilmember may request that an item be pulled from the Consent Agenda for discussion and action during the regular agenda.
- 3) Councilmember Requested Agenda Items. Section 3.07 of the City Charter provides that any Councilmember may require any item be placed on an agenda for which timely notice may be given.
 - a. A Councilmember that wishes to place an item on an agenda must submit the agenda item and the background material described in subsection (b) below to the City

Manager's Office by 5:00 p.m. on the Wednesday before the regular meeting. A Councilmember may submit no more than two (2) agenda items per meeting. The Mayor may consult with a Councilmember about placement of an agenda item on a later meeting. All items submitted by the deadline will appear on the agenda for the meeting unless the Councilmember agrees to delay the agenda item to a later meeting. Items that are submitted after the deadline or that do not include the required background material will not appear on the agenda. The Mayor may waive the deadline for agenda items that are time sensitive.

- b. The Councilmember shall provide the City Manager with materials providing background information on the agenda item that consists of, at a minimum, a written explanation about the purpose of the agenda item and any additional relevant information or documents. The City Secretary will assist with preparing the Executive Summary based on the Councilmember's written explanation for the Councilmember's review and approval.
 - c. The Councilmember requested agenda items will be identified as "Council Directive" in the Executive Summary.
 - d. Except for Proclamations, Councilmember requested items will be placed at the end of the agenda.
- 4) Councilmember Closing Statements. When this item appears on the agenda, Councilmembers may make statements about the following items only:
- a. Expressions of thanks, congratulations, or condolence;
 - b. Information regarding holiday schedules;
 - c. An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutary recognition for purposes of this subdivision;
 - d. A reminder about an upcoming event organized or sponsored by the governing body;
 - e. Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
 - f. Announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.
- 5) Proclamations. As one of the two Councilmember agenda items allotted per meeting, a Councilmember may request a proclamation be placed on the agenda in accordance with Section (B)(3). To appear on the agenda, a proclamation must have a nexus to City business, a City event, a City program, or one of the City's community partnerships. The Mayor is authorized to issue ceremonial proclamations.

C. CONDUCTING THE MEETING

- 1) Presiding Officer. The Mayor or, in their absence, the Mayor Pro Tem shall preside over and conduct all City Council meetings. In the absence of both the Mayor and the Mayor Pro Tem, the City Council shall, by majority vote of those present, determine which member shall preside over and conduct the meeting.
- 2) General Conduct. Councilmembers shall show respect and courtesy to, and refrain from making disparaging comments about, fellow Councilmembers, the public, and City staff in the conduct of a City Council meeting, outside of Council meetings, in social settings, and on social media.
- 3) Consideration of Agenda Items.
 - a. Councilmembers shall confine their discussions concerning a motion or a question to the merits of a motion made and seconded or to a question already presented to them.
 - b. When an item is raised for discussion, the Presiding Officer will ask for input from each member of the Council. Each Councilmember will be given an opportunity to speak before a Councilmember who has spoken may speak again. Councilmembers shall raise their hands to indicate a desire to speak. The presiding officer will recognize a member whose hand is raised. The same procedure will be followed for discussion on an item after a motion has been made and seconded.
 - c. Debate shall normally be closed after every Councilmember wishing to speak has been given every opportunity to speak and no Councilmember has any additional comments to make. When the debate appears to have closed, the Mayor or Presiding Officer shall call for a vote.
 - d. Any Councilmember may call for the question on any issue, and upon seconding by another Councilmember, the issue shall immediately be put to vote. Passage of the motion to address the previous question shall terminate debate on the motion, amendment, or amended motion, and the matter shall move on immediately.
- 4) Executive Session. Matters discussed in executive session will be kept confidential and City Councilmembers shall not discuss matters discussed in executive session outside of the executive session.
- 5) Adjournment. After 11:00 p.m., if more than two items remain on the agenda (excluding Councilmember closing remarks), the Council may vote on the question of adjourning the meeting and postponing the remaining items. If three-fourths of Councilmembers present and voting at the meeting (but no less than four) vote to postpone the items and adjourn the meeting, then the remaining items will be posted on the next regular City Council agenda, or an earlier agenda if approved by the City Council or Mayor. Such agenda items shall be the first items listed under the Regular Agenda.
- 6) Participation by Videoconference. One (1) or more Councilmember(s) may participate in City Council meetings remotely by means of videoconference, and shall be counted as present, if all of the following conditions apply:

- a. Attendance by the Councilmember at the physical meeting location is unreasonably difficult or impossible.
 - b. The Councilmember has notified the City Secretary of his/her request to participate remotely by means of videoconference no later than one week prior to the scheduled meeting date.
 - c. The meeting notice specifies a physical meeting location and the intent to have a quorum of City Council present at the physical meeting location.
 - i. If the Mayor plans to participate remotely by means of videoconference, the Mayor Pro Tem (or other Councilmember designated pursuant to Section C.1) shall serve as the Presiding Officer.
 - d. The technology used to facilitate two-way audio and video communication among participating City Council members, which is audible and visible to the public during the meeting, operates in accordance with Texas Open Meetings Act requirements.
 - i. If a quorum of City Council is present at the physical meeting location, and the Councilmember participating remotely by means of videoconference is no longer visible and audible to those in attendance at the physical meeting location, the meeting may continue in accordance with the Texas Open Meetings Act.
 - e. During any executive session or closed meeting, to protect confidentiality and preserve attorney-client privilege, the Councilmember participating remotely by means of videoconference must safely prohibit all audio and video communication from being seen, heard or recorded by unauthorized persons.
- 7) Meetings by Teleconference. A quorum of City Council may conduct meetings remotely by means of teleconference if all of the following conditions apply:
- a. An emergency or public necessity exists, as defined by Texas Open Meetings Act provisions for telephone meetings.
 - b. Physical attendance at one location by a quorum of City Council is unreasonably difficult or impossible.
 - c. The technology used to facilitate two-way audio communication among participating City Council members, which is audible to the public during the meeting, operates in accordance with Texas Open Meetings Act requirements.

D. INTERACTION WITH CITY STAFF

- 1) City Charter Requirement. Section 4.05 of the City Charter provides that: “No member of the council shall give orders directly to any city employee, except when empowered to do so by an emergency proclamation, and all members of the council shall deal with the nonelective officers, employees and administrative offices of the city solely through the city manager.”

- 2) Council Requests for Staff Reports. City Council Members may request staff reports and other staff work through the City Manager. If the request involves a significant use of staff resources (generally defined as approximately four hours or more of staff time), the City Manager shall have the discretion to ask the Council member to bring the request forward as an agenda item and the request must receive a consensus from the City Council.
- 3) Council Request for Information. The City Council may ask for information from City Staff by making the request to the City Manager or getting authorization from the City Manager to request the information from City Staff. Written materials or written responses to questions or requests for information shall be provided to the entire City Council.
- 4) OneDrive Usage. OneDrive is the official platform for the secure and convenient exchange of City documents between staff and councilmembers. Authorized staff will establish common folders for general information and individual folders for member-specific documents. All files will be in PDF format. Documents marked "Not For Public" within the "Confidential" folder are restricted and must not be shared with unauthorized individuals.

E. RECONSIDERATION OF MATTERS

- 1) In order for an action to be reconsidered, a Councilmember may request that an item considered be submitted to the City Manager's Office no later than 5:00 p.m. on the first Wednesday after the City Council Meeting in which a vote was taken on the item. A request to reconsider an item can only be sponsored by a Council Member who voted with the prevailing side. A motion to reconsider any action of the Council can be made not later than the next succeeding official City Council Meeting following its submission to the City Manager's Office. Such motion can only be made by a member who voted with the prevailing side. It can be seconded by any member. No question shall be twice reconsidered, except by unanimous consent of the Council.
- 2) For matters that have not received four votes of Council either for or against a motion on the matter, any member of Council can request that the matter be placed on the agenda for reconsideration. The request may be made at the meeting at which the motion failed to pass, or the request may be made in writing and submitted to the City Manager and the City Secretary by 5:00 p.m. on the first Wednesday after the City Council Meeting in which the matter failed to receive four votes.
- 3) Reconsideration of matter under this Section will not be limited to the motion or motions made at the prior meeting.

F. MISCELLANEOUS

- 1) Email and Cell Phone Usage. Councilmembers to the greatest extent possible will use city-issued cell phones and email accounts to conduct City business.
- 2) Robert's Rules. Where needed for structure and order, the City Council may use Roberts Rules of Order as a guide for its proceedings, unless they conflict with these rules.
- 3) Suspension of Rules. Any provision of these rules not governed by the City Charter or

Code may be temporarily suspended by a two-thirds vote of all members of the Council.

- 4) Amendment to Rules. These rules may be amended, or new rules adopted, by a majority vote of all members of the Council. Council shall review these rules annually.

G. COUNCIL LIAISON ROLES AND RESPONSIBILITIES

The City Council adopted on December 1, 2022, the following guidelines for Council Liaison members on City appointed Boards, Commissions, and Committees (Boards).

- **Definition.** The Council Liaison acts as spokesperson on behalf of the Council when so directed by the Council as a body.
- **Purpose.** The role of the Council Liaison is to facilitate communication from the Council to the Board by providing information about Council actions and related discussions.
- **Appointments.** No Council member is required to serve as Council Liaison to a Board. Council Liaison appointments will be conducted annually in October at the same meeting during which annual Board appointments are made. Councilmembers desiring to serve as Council Liaison to multiple Boards will be considered for appointment to one Board and then may be considered for additional appointments once other Council members have an opportunity to serve.
- **Attendance.** Attendance by Council Liaisons at Board meetings is not required and is not counted for the purposes of establishing and maintaining Board quorum. However, attendance at all or most Board meetings is encouraged. Frequency of attendance may be determined by each Council Liaison.
- **Participation.** Council Liaisons do not have voting or agenda setting privileges on the Board. Although Council Liaisons may participate in Board discussion, they should not advocate positions before the Board, nor should they attempt to influence Board decisions.

These guidelines apply when a Council member is acting as liaison to a City appointed Board. It does not apply when the Council member is appointed to a Board of non-city bodies where the Council member serves as a representative of the City.



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Discuss and consider action on appointing a Councilmember(s) to the Capital Area Council of Governments General Assembly (CAPCOG).

BACKGROUND:

Formed in 1970 and one of 24 councils of governments in Texas, CAPCOG, for more than 50 years, has served as an advocate, planner and coordinator on important regional issues in the 10-county Austin metropolitan area. As a regional planner and coordinator, CAPCOG's projects, reports, plans and accomplishments are performed on a program level spanning multiple program areas to assist and support counties, cities and their residents. These program areas are divided among CAPCOG's five (5) program divisions: Aging Services, Emergency Communications, Homeland Security, Regional Planning and Services, and the Regional Law Enforcement Academy.

To be eligible for membership in the Capital Area Council of Governments (CAPCOG), a local government or other organization or individual must be located, in whole or part, in State Planning Region 12. At least two-thirds of the voting representatives in the General Assembly must be elected officials of the governing body of full members. Eligible counties and municipalities are considered full members. The governing body of each full member shall select its representatives to the General Assembly.

The General Assembly meets up to twice a year. The responsibility of the General Assembly is to establish the overall policies and specific objectives of the Council; adopt an annual budget for the Council; create, appoint members to, fill vacancies in, and specify the duties of permanent committees of the General Assembly; review, on its own motion or at the request of the Executive Committee or any permanent committee of the General Assembly, any action of the Executive Committee or permanent committee. The General Assembly also selects a Nominating Committee during its September meeting. The Nominating Committee is charged with soliciting and recommending members for the upcoming year's Executive Committee at the December General Assembly meeting.

The City of Leander has a total of three (3) allotted representative positions on the CAPCOG General Assembly. Mayor Christine DeLisle, Mayor Pro Tem Na'Cole Thompson, and Councilmember David McDonald currently represent the City of Leander. There are no term limits for the General Assembly, and individuals represent their governing body at the governing body's discretion.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

City Council Directive

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Discuss and consider action on a Resolution appointing a member of the City Council to the Central Texas Clean Air Coalition of the Capital Area Council of Governments (CAPCOG) to fill an unexpired term expiring December 2025 and to serve a full term beginning January 2026 and expiring December 2027.

BACKGROUND:

The Central Texas Clean Air Coalition (CAC) is a voluntary, unincorporated association that first became affiliated with the Capital Area Council of Governments (CAPCOG) in 2002. The CAC meets quarterly to:

- Facilitate the development, adoption, and implementation of clean air plans to maintain compliance with the federal eight-hour ozone standard for Bastrop, Caldwell, Hays, Travis, and Williamson counties;
- Establish and monitor a regional effort toward the improvement of air quality;
- Develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- Work cooperatively to achieve clean air standards that will protect public health and yet allow local governments the flexibility to select measures best suited to each community's needs and resources; and
- Provide CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment and improvement activities in Central Texas.

According to CAC bylaws, each general member's governing body appoints one (1) elected official to serve on the Coalition. If within one (1) calendar year a representative misses (and does not send a proxy to) two (2) consecutive meetings, the member's governing body will be notified in writing and have the option of replacing the member, if appropriate.

Currently, Councilmember David McDonald is serving as the City's appointee to the CAPCOG Clean Air Coalition. Typically, this is an annual appointment in December, but due to the upcoming special election the City Council should consider the appointment now to continue continuity representation.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends City Council move forward with the appointment to be effective in November.

PRESENTER:

City Council Directive

Fiscal Impact

Attachments:

1. Resolution Appointing Elected Official to Clean Air Coalition 10.16.2025
2. CAPCOG Clean Air Coalition Bylaws 05.08.2019

A RESOLUTION OF THE CITY OF LEANDER,

TEXAS RESOLUTION NO.

**A RESOLUTION TO APPOINT AN ELECTED OFFICIAL TO THE
CENTRAL TEXAS CLEAN AIR COALITION TO FILL AN UNEXPIRED
TERM FOR 2024-2025 TERM AND TO SERVE A FULL TERM FOR 2026-
2027.**

WHEREAS, the Central Texas Clean Air Coalition, herein after known as the "Clean Air Coalition" members are organizations that support the regional efforts to improve and protect air quality in the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA); and

WHEREAS, general members of the Clean Air Coalition shall be local governments or Independent School Districts within the Austin-Round Rock-San Marcos MSA that have ratified the current clean air plan, committing to implementing selected emission reduction measures; and

WHEREAS, each general member must appoint one elected official from their governing body to serve on the Clean Air Coalition; and

WHEREAS, appointed elected official will participate in the Clean Air Coalition representing Leander in accordance with the coalition bylaws; and

WHEREAS, general member's governing body shall provide written notification to the CAPCOG staff liaison of the appointed Clean Air Coalition representative;

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

SECTION 1. Appoints _____ as the Leander Representative to the Clean Air Coalition to fill an unexpired term set to expire on December 2025 and to serve a full term beginning January 2026 and set to expire on December 2027.

DULY PASSED AND APPROVED this the 16 day of October, 2025.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

Central Texas Clean Air Coalition of the Capital Area Council of Governments

Article I – Name, Purpose, Responsibilities

The Central Texas Clean Air Coalition, herein after known as the “CLEAN AIR COALITION”, is a voluntary, unincorporated association which became linked with the Capital Area Council of Governments (CAPCOG) by a resolution that was adopted November 13, 2002.

The purpose of the CLEAN AIR COALITION is:

- To develop, adopt and implement a clean air plan to achieve and maintain compliance with federal air quality standards in Bastrop, Caldwell, Hays, Travis and Williamson Counties;
- To establish and monitor a regional effort toward the improvement of air quality;
- To develop policies and strategies that will provide guidance for each of its independent governing bodies about actions that will achieve clean air in Central Texas;
- To work cooperatively to achieve clean air standards that will protect public health and yet allow local governments and other organizations the flexibility to select measures best-suited to their needs and resources; and
- To provide the CAPCOG Executive Committee with recommendations for administering funding provided by local sources for the purpose of supporting the regional air quality plan or program implementation, assessment, and improvement activities in Central Texas.

Article II – Membership

Members

CLEAN AIR COALITION members are organizations that support the regional effort toward improvement of air quality in the Metropolitan Statistical Area (MSA) for the Austin Urbanized Area, as defined by the Office of Management and Budget (OMB).

Membership Categories

There are two categories of membership for the CLEAN AIR COALITION: general members and supporting members.

General members shall be local governments or Independent School Districts (ISDs) within the MSA for the Austin Urbanized Area. The governing boards of general members must ratify the current clean air plan and commit to implementing selected emission reduction measures.

Supporting members shall act within their individual organizations to support the purpose of the CLEAN AIR COALITION and report their actions to the CLEAN AIR COALITION or CAPCOG liaison upon request.

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

Supporting members are not required to appoint a representative to the CLEAN AIR COALITION meetings and are not allowed to vote.

While organizations other than local governments or school districts in the MSA may be supporting members, only local governments or ISDs in the MSA may participate in the CLEAN AIR COALITION as general members.

Changes in Membership Categories

Members may change their membership category if they meet eligibility requirements and are endorsed by a majority vote of the CLEAN AIR COALITION.

Representatives

Representatives to the CLEAN AIR COALITION will include elected officials appointed by governing bodies of the general members of the CLEAN AIR COALITION. Each general member's governing body appoints by resolution one elected official to serve on the Coalition and shall provide written notification to the CAPCOG staff liaison.

Terms

1. The term of appointment for a representative shall begin on the date of appointment by the representative's governing body, and will terminate December 31st in odd numbered years.
2. There is no limit to the number of times that a representative may be re-appointed. In the case of a vacancy, the CAPCOG staff liaison shall notify the representative's governing body and that body shall appoint a replacement

Vacancy

A vacancy occurs when:

1. A representative dies;
2. A representative's term expires and the representative is not reappointed;
3. A representative is no longer an elected official;
4. A representative resigns in writing to the Committee Chair with notification to the CAPCOG liaison; or
5. A representative is removed.

Attendance

1. Representatives are expected to attend all meetings; attendance records will be maintained.
2. If within one calendar year a representative misses (and does not send a proxy) two (2) consecutive meetings the member's governing body will be notified in writing. The representative's governing body will have the option of replacing the member, if appropriate.
3. A representative may designate a proxy to attend regular and special meetings in that representative's place. The proxy's attendance will be credited for the representative's annual

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

attendance but will not be counted toward the quorum. The designated proxy will not be eligible to vote, but may participate in discussion as needed to communicate the support, concerns, or questions of the organization being represented.

4. If a representative is unable to attend a scheduled meeting, notification must be made to the CAPCOG Committee liaison at least two business days prior to the meeting for an absence to be excused.

New Members

CLEAN AIR COALITION membership may be expanded by majority vote of the CLEAN AIR COALITION. If a new member is eligible for more than one membership category, it may choose the membership category under which it wishes to participate.

Article III - Officers

Election

Election of a Chair and up to two (2) Vice-Chairs will occur at the first meeting of the calendar year, with the following representation:

- At least one (1) officer from a local governing bodies in Travis County;
- At least one (1) officer from a local governing body in either Williamson or Hays Counties; and
- Up to one (1) additional officer from a local governing body in any of the MSA counties.

If a city or ISD crosses county boundaries, it will be considered located in the county where the largest number of its residents reside.

Terms

1. Officers serve one-year terms.
2. Officers may serve a maximum of two (2) consecutive terms.
3. An officer may serve one-half of an unexpired term or less without it counting as a full term for the purposes of calculating term limits.

Vacancy

In the event an Officer is unable to fulfill his/her term, the CLEAN AIR COALITION may elect a replacement at the next regular meeting to serve the remainder of the term.

Duties

1. The Chair shall preside at all meetings of the CLEAN AIR COALITION.
2. Vice-Chairs shall perform all the duties of the Chair in the case of absence or disability and such other duties as may arise, from time to time, when required or requested by the CLEAN AIR COALITION.
3. In case the Chair and Vice-Chairs are absent or unable to perform their duties, the CLEAN AIR COALITION may appoint a Chair pro tem.

Other Officers

CLEAN AIR COALITION OF THE CAPITAL AREA COUNCIL OF GOVERNMENTS BYLAWS

The CLEAN AIR COALITION may elect other Officers from time to time to carry out its responsibilities. This may be done by a simple majority vote of the CLEAN AIR COALITION members at any regularly scheduled meeting where a quorum is present.

Article IV - Meetings

Regular Meetings

1. The CLEAN AIR COALITION shall meet on a day, time and place specified by the Chair of the CLEAN AIR COALITION.
2. Written notice, including an agenda, of each regular meeting shall be prepared by the CAPCOG liaison and mailed, or electronically transmitted, or hand-delivered to each CLEAN AIR COALITION representative at least five (5) business days before the meeting date.
3. The Chair has the discretion to allow meetings to be conducted via teleconference or video conference.

Special Meetings

1. The CLEAN AIR COALITION shall meet specially, if called by the CLEAN AIR COALITION Chair or requested in writing by at least one-third of the representatives, excluding vacancies.
2. A request by the membership for a special meeting must be in writing, addressed to the Chair, and describing the purpose or purposes of the meeting. Only business reasonably related to the purpose or purposes described in the request may be conducted at a special meeting.
3. Notice of any special meeting shall be given at least 72 hours prior to the special meeting.

Quorum and Action

1. Appointed representatives from jurisdictions located in three Counties constitute a quorum for conducting CLEAN AIR COALITION business.
2. A majority vote of the appointed representatives present at an established quorum meeting is necessary for action by the CLEAN AIR COALITION for the entire meeting.

Open Meetings and Records

1. All meetings of the CLEAN AIR COALITION shall be open to the public. It is the intention of the CLEAN AIR COALITION that meetings be open to the public.
2. Minutes or meeting notes of the CLEAN AIR COALITION meetings, documents distributed and other records are the property of CAPCOG and will be maintained in accordance with CAPCOG's Records Retention Schedule. These materials are available for public view, at the CAPCOG offices, upon receipt of a written request by the interested party.
3. Except where these bylaws require otherwise, *Robert's Rules of Order* shall govern the conduct of CLEAN AIR COALITION meetings.

Professional Conduct

CLEAN AIR COALITION representatives should maintain objectivity and professionalism when carrying out business of the CLEAN AIR COALITION. Committee members will not discriminate based on race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. In the event that a Committee member acts in a manner which brings the work of the Committee into question or

controversy, it shall be the responsibility of the CAPCOG Executive Director to address the incident and if appropriate, to recommend removal from the committee.

Sub-Committees:

The CLEAN AIR COALITION may create ad hoc committees or technical sub-committees as deemed appropriate.

Article V – Amendments by the Clean Air Coalition

Authority of the CLEAN AIR COALITION

CLEAN AIR COALITION may amend these bylaws at a regular or specially called meeting. The written text of a proposed amendment must be included with the notice of the meeting at which the amendment will be considered.

Effective Date

An Amendment to the bylaws takes effect when approved by the CLEAN AIR COALITION unless the amendment specifies a later effective date. Copies of amended bylaws will be distributed to CLEAN AIR COALITION representatives by the CAPCOG liaison.

Bylaws History

Adopted January 9, 2002

Amended October 15, 2003

Amended June 26, 2009

Amended May 8, 2013

Amended February 10, 2016

Amended May 8, 2019



EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Discuss and consider action on appointing a Councilmember to fill the City of Leander's voting position on the Transportation Policy Board (TPB) of the Capital Area Metropolitan Planning Organization (CAMPO).

BACKGROUND:

The Capital Area Metropolitan Planning Organization (CAMPO) is the transportation planning organization for the six (6) - county Central Texas region composed of Bastrop, Burnet, Caldwell, Hays, Travis, and Williamson counties. CAMPO is committed to improving mobility and quality of life within the six (6) - county region and ensuring the benefits of the transportation system are distributed fairly across all demographics throughout rural, urban, and suburban areas. The 22-member Transportation Policy Board (TPB) is the governing body for CAMPO and is made up of 20 elected officials, a representative from TxDOT, and a representative from the Capital Metropolitan Transportation Authority. The TPB is the body that makes decisions on CAMPO policy and decides how CAMPO funding is allocated. The TPB meets monthly and takes public comment at its meetings.

Currently Mayor DeLisle is serving as the voting member.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

City Council Directive

Fiscal Impact

Attachments:

1. Campo ByLaws Amended 08.08.2016
2. CAMPO Joint Powers Agreement

**CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION
BYLAWS AND OPERATING PROCEDURES
FOR THE
TRANSPORTATION PLANNING PROGRAM
IN THE AUSTIN METROPOLITAN AREA**

SECTION I DEFINITIONS

For the purposes of these bylaws, the following definitions apply

- A. Metropolitan Transportation Planning Process.** The Metropolitan Planning Organization (MPO), designated as Capital Area Metropolitan Planning Organization (CAMPO), in cooperation with the State and with operators of publicly owned transit services, shall be responsible for carrying out the metropolitan transportation planning process in accordance with Section 134, Title 23, United States Code (23 USC 134) and applicable federal and state regulations. CAMPO shall have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals. These plans and programs shall lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods.

The metropolitan transportation planning process includes the development of a transportation plan, transportation improvement program (TIP) and a unified planning work program (UPWP) that will encourage the achievement of community goals by evaluating the environmental, energy, economic, and social costs of transportation plans and systems, projecting future travel demands, determining viable transportation alternatives, and evaluating these alternatives to determine the optimum combination of all modes of travel to best serve the citizens of the Austin metropolitan area.

- B. Public Involvement Program.** The metropolitan transportation planning process includes the development of a Public Involvement Program and staff procedures. The

Program is intended to include all Austin metropolitan area citizens, groups, agencies, and transportation providers in a transportation effort that is proactive and provides

complete information, timely public notice, full public access to key decisions, and supports early and continuing involvement of the public in developing plans and programs including the Transportation Plan and Transportation Improvement Program. The Public Involvement Program shall integrate the concerns of a wide variety of involved parties and encourage and provide for the greatest level of education of transportation issues. The program will provide opportunities for citizens to contribute ideas and voice opinions early and often, both during and after preparation of draft plans and programs. Public participation in CAMPO Transportation Policy Board meetings is governed by Section III. E. of this document.

- C. Transportation Plan.** The metropolitan planning process includes the development of a transportation plan addressing at least a twenty-year planning horizon. The plan shall include both long-range and short-range strategies/actions that lead to the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods. The transportation plan shall be reviewed and updated at least every five years to confirm its validity and its consistency with current and forecasted transportation and land use conditions and trends and to extend the forecast period. The transportation plan must be approved (adopted) by the CAMPO Transportation Policy Board.
- D. Transportation Improvement Program.** The Transportation Improvement Program specifies how federal transportation funds are spent in the Austin metropolitan area for a minimum three-year period. The TIP will be prepared at least every other year and will include a financial plan that demonstrates how the Transportation Improvement Program can be implemented.

- E. Unified Planning Work Program.** The Unified Planning Work Program is a document setting forth, by work element tasks, the planning priorities facing the metropolitan area and documenting the planning activities to be performed with funds available to CAMPO. The estimated expenditures and funding sources for carrying out the work shall be identified.
- F. Metropolitan Planning Organization.** The Metropolitan Planning Organization (MPO) is that organization designated by the Governor as being responsible, together with the state, for carrying out the provisions of 23 USC 134 (The Urban Transportation Planning Process) and 49 USC 5303, as amended. The MPO is the forum for cooperative decision making by principal elected officials of general purpose local and state government and a representative from the Texas Department of Transportation and the Capital Metropolitan Transportation Authority.

SECTION II ORGANIZATION

The structure of the Metropolitan Planning Organization consists of the Transportation Policy Board, the Executive Committee, the CAMPO Office and other Committees, all as described in subsequent paragraphs of these bylaws and operating procedures.

- A. Transportation Policy Board.** The Transportation Policy Board, as the Metropolitan Planning Organization, hereinafter referred to as the TPB, furnishes policy guidance and direction for the continuing transportation study. Ultimate responsibility for the total transportation process including, but not limited to, review and approval of the recommended transportation plan and transportation improvement program rests with the Transportation Policy Board.
- B. Executive Committee.** The Executive Committee are members of the Transportation Policy Board who make recommendations on transportation planning issues, projects and the process as directed by the Transportation Policy Board.

- C. CAMPO Office.** The development of detailed transportation studies, maintenance of accurate data, preparation of reports, and performance of other activities requested by the Transportation Policy Board is the responsibility of the CAMPO Office. The Director of the CAMPO Office is responsible solely to the Transportation Policy Board.
- D. Other Committees.** The Chairperson, with the advice and consent of the Executive Committee, may establish other committees as needed.

SECTION III TRANSPORTATION POLICY BOARD

The following rules shall govern the operations of the Transportation Policy Board.

- A. Membership.** Membership on the Transportation Policy Board is established by the Joint Powers Agreement.
- B. Voting Representation.**

1. **Voting Alternate.** A member of the Transportation Policy Board may designate as an alternate a person eligible pursuant to the applicable subsection (a) and (b) of this subparagraph (B)(1), or any other member of the Transportation Policy Board, to exercise some or all of that member's authority as a member of the Transportation Policy Board. The option provided herein for a Transportation Policy Board Member to designate any other member of the Transportation Policy Board to serve as his or her voting alternate shall not nullify or override the authority of the governing body of a CAMPO member organization to appoint voting alternates pursuant to the applicable subsection (a) and (b) of this subparagraph (B)(1). The alternate designated by a member will count toward a quorum and may vote on any matter authorized by the member designating the alternate. A person designated as a voting alternate

may vote as an alternate on behalf of only one designating member. A member who designates an alternate shall give written notice of the alternate's name and voting authority to the Chairperson prior to the first meeting for which the alternate is designated. The authority of an alternate designated under this subparagraph (B)(1) shall continue until it is rescinded or changed by written notice from the designating member to the Chairperson.

- a. An elected official may designate as an alternate a person appointed as an alternate by the body who appointed that member.
- b. A member who is not an elected official may designate as an alternate a person employed by or who serves on the Board of the organization represented by that member.

2. **Non-Voting Proxy.** A member of the Transportation Policy Board may appoint a proxy to attend a meeting in the member's stead. The proxy appointed by a member does not count toward a quorum and may not vote.

- C. **Quorum.** Fifty percent (50%) of the total members encompassed in paragraph A or their alternate shall constitute a quorum of the members for transaction of business at all meetings.

- D. **Officers.** The Transportation Policy Board elects a Chairperson and a Vice Chairperson for a term of two years. It is the preference that the Vice Chair succeeds to the Chair position. However, the Executive Committee shall reserve the right to recommend that the Vice Chair not succeed to the Chair's position at the end of the two-year term. The Chair and the Vice Chair must come from different counties. Elections are to be held at the first meeting of each even year. If the Chairperson resigns or is no longer eligible to be a member of the Transportation Policy Board, the Vice Chairperson will serve as Chairperson until an election is held.

E. Meetings. The Chairperson, with the advice and consent of the Executive Committee, shall establish the dates and times of meetings, and the Chairperson designates in the written notice of the meetings the location and business to be transacted or considered. Any Board member may submit a matter for consideration on a future agenda. If the Chairperson does not include that item on the agenda, the member may petition the Executive Committee and the Executive Committee may require the item to be placed on a future agenda.

Written notice of the meeting, the agenda, and all supporting documents shall be mailed to each member of the Board at least seven (7) days prior to the meeting.

All meetings are to be held as open meetings as defined in Chapter 551, Government Code, and the CAMPO Director shall insure that the written notice of the meeting is posted in the appropriate governmental offices at least seventy-two (72) hours prior to the meeting, and shall insure that at least two copies of the agenda and such supporting documentation as is available to the members of the Transportation Policy Board are made available for public inspection in the CAMPO Office at the same time they are made available to Board members.

In the absence of the Chairperson and Vice Chairperson from a meeting of the Transportation Policy Board at which a quorum is present, the Executive Director will convene the meeting and the remaining members of the board present shall elect a presiding officer who shall serve until the conclusion of that meeting or until the arrival of the Chairperson or Vice Chairperson.

Public participation in meetings shall be as follows. Internal reports from CAMPO employees and committees not posted for action by the board are not eligible for public comment. If action is required on an item which has already been the subject of a public hearing, no public comment will be taken. Otherwise, persons wishing to

comment on a specific agenda item must fill out the card provided by the CAMPO staff. The card will be presented to the Chairperson before the board begins consideration of the item. The card must specify the item on which they will comment and include the speaker's name and whom they represent. Speakers are limited to three minutes and a speaker's time may not be assigned to another speaker.

Persons wishing to address the board about issues not on the agenda should offer their comments during the "Citizens Communication" agenda item. Persons wishing to speak during "Citizens Communication" must contact the CAMPO staff via phone, electronic mail, facsimile transmission, or in person between 9:00 a.m. on the 6th day before the meeting at which they wish to speak and 4:30 p.m. on the day of the meeting at which they wish to speak. Such persons must give their name and specify the topic on which they wish to address the board. Topics are limited to those that directly or indirectly affect transportation in the CAMPO geographic area. No more than ten persons will address the board during Citizens Communication at any given meeting. Speakers are limited to three minutes and a speaker's time may not be assigned to another speaker. Speakers are requested to not directly address individual members of the board or the CAMPO staff. The Chairperson will enforce decorum.

- F. Functions.** The functions of the Transportation Policy Board shall be as delineated in the Joint Powers Agreement.
- G. Attendance.** If a member of the Transportation Policy Board misses more than half of the Board meetings scheduled during a calendar year, the Chairperson may contact the member's appointing body to request a replacement appointee to the Transportation Policy Board.

SECTION IV EXECUTIVE COMMITTEE

A. Membership. The Executive Committee will consist of the Transportation Policy Board Chairperson and Vice-Chairperson and members of the Transportation Policy Board that are, at a minimum, representative of the jurisdictions that are signatory of the Joint Powers Agreement. The members of the Executive Committee shall be appointed by the Chairperson of the Transportation Policy Board at the first meeting each year. The jurisdictional representatives of the Joint Powers Agreement are indicated below:

Texas Department of Transportation	1
City of Austin	1
County of Travis	1
County of Williamson	1
County of Hays	1
Capital Metropolitan Transportation Authority	1

B. Function. The functions of the Executive Committee shall be as follows:

1. Meet at the direction of the Chairperson.
2. Take actions on items delegated by the Transportation Policy Board and/or make recommendations on items to the Transportation Policy Board.
3. The Executive Committee will have no distinctive powers on their own unless given by the Transportation Policy Board or established by these bylaws and operating procedures.

SECTION V CAMPO OFFICE

The following rules govern the operations of the CAMPO Office:

A. Direction. The CAMPO Director will be selected by the Transportation Policy Board. The CAMPO Director will hire staff, supervise, and prepare contracts as necessary to perform the work outlined in the Unified Planning Work Program.

B. Funding. The budget of the CAMPO Office must be consistent with the Unified Planning Work Program.

C. Functions. The functions of the CAMPO Director and CAMPO Office are established in the Joint Powers Agreement.

SECTION VI OTHER COMMITTEES

The following rules govern the operations of other committees.

- A. Other Committees.** The committee will perform tasks and functions as requested by the Chairperson, with the advice and consent of the Executive Committee.
- B. Membership.** Members of other committees are appointed by the Chairperson with the advice and consent of the Executive Committee. Membership of each committee may include persons who are not board members with expertise of a nature that would be beneficial to the planning process.
- C. Officers.** The Chairperson and Vice Chairperson for the committee shall be designated by the Chairperson of the Transportation Policy Board.
- D. Meetings.** Meetings of a committee are held as necessary to perform the tasks and functions of the committee. The Chairperson of the committee calls such meetings as necessary and shall notify all committee members of the time, date, and place of the meeting.
- E. Technical Advisory Committee.** The Technical Advisory Committee's purpose is to advise the Transportation Policy Board in its development of

 - 1. The long-range metropolitan transportation plan;

2. The Transportation Improvement Program, including review of and recommendations on candidate projects for the TIP;
3. The Unified Planning Work Program; and
4. Other transportation planning activities, as directed by the Transportation Policy Board or CAMPO's Executive Director.

SECTION VII ETHICS POLICY

A. A member of the Transportation Policy Board or employee of CAMPO shall not:

1. Accept or solicit any gift, favor, or service that might reasonably tend to influence the member or employee in the discharge of official duties or that the member or employee knows or should know is being offered with the intent to influence the member's or employee's official conduct;
2. Accept other employment or engage in a business or professional activity that the member or employee might reasonably expect would require or induce the member or employee to disclose confidential information acquired by reason of the official position;
3. Accept other employment or compensation that could reasonably be expected to impair the member's or employee's independence of judgment in the performance of the member's or employee's official duties;
4. Make personal investments that could reasonably be expected to create a substantial conflict between the member's or employee's private interest and the public interest; or
5. Intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the member's or employee's official powers or performed the member's

or employee's official duties in favor of another.

- B. An employee of CAMPO who violates Subsection (a) is subject to termination of the employee's employment or another employment-related sanction. Notwithstanding this subsection, a policy board member or employee who violates Subsection (a) is subject to any applicable civil or criminal penalty if the violation also constitutes a violation of another statute or rule.

SECTION VIII ADOPTION

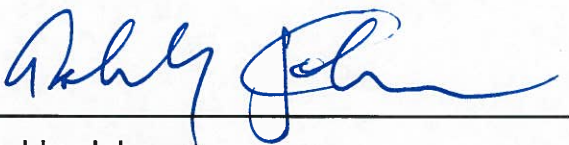
These bylaws and operating procedures shall be in full force and effect at such time as they have been approved by a majority vote of the Transportation Policy Board at a meeting at which a quorum, as defined herein, is present.

SECTION IX REVISIONS

These bylaws and operating procedures may be revised by approval of the Transportation Policy Board at a meeting at which a quorum, as defined herein, is present.

Adopted unanimously by the Capital Area Metropolitan Planning Organization Transportation Policy Board on June 10, 1996; revised by resolution on February 8, 1999, April 14, 2003, February 13, 2006, January 22, 2007, November 9, 2009, January 20, 2010, May 10, 2010, September 13, 2010, February 13, 2012, January 13, 2014, and August 8, 2016.

ATTEST:



Ashby Johnson

Director

1 **CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION**
2 **JOINT POWERS AGREEMENT**

3
4 **STATE OF TEXAS**

§

5
6 **COUNTY OF TRAVIS**

§

7
8
9 **THIS AGREEMENT** made this 5th day of August, 2013, by and between the State of
10 Texas, acting by and through its Executive Director of the Texas Department of Transportation,
11 (hereinafter referred to as the State); the City of Austin (the City); the County of Travis (Travis
12 County); the County of Williamson (Williamson County); the County of Hays (Hays County); and
13 the Capital Metropolitan Transportation Authority (Capital Metro):

14
15 **WITNESSETH**

16
17 **WHEREAS**, Section 134, Title 23, United States Code (23 USC 134) requires that a metropolitan
18 planning organization be designated for each urbanized area of more than 50,000 population
19 by agreement among the Governor and units of general purpose local government which
20 together represent at least 75 percent of the affected population (including the central city or
21 cities as defined by the Bureau of the Census) or in accordance with procedures established by
22 applicable State or local law; and,

23
24 **WHEREAS**, the State, the City, and Travis County on April 6, 1973, did agree to participate in a
25 continuing, comprehensive, cooperative transportation planning process for the Austin metropolitan
26 area as provided in the Federal-Aid Highway Act of 1962; and,

27
28 **WHEREAS**, said agreement was amended on September 30, 1976, June 28, 1984, September 5,
29 1996, February 3, 2003, February 26, 2007 and April 7, 2010 to revise the organization and
30 responsibilities for the Capital Area Metropolitan Planning Organization; and,

31
32 **WHEREAS**, it is the further desire of the signatory agencies that the study organization be revised
33 to provide a one-committee structure composed principally of local elected officials of a unit of
34 general purpose government which have responsibility for project implementation within the study
35 area;

NOW, THEREFORE, it is hereby agreed that the aforementioned agreement of April 7, 2010 shall be considered null and void and shall be replaced in its entirety by this agreement with the organization and responsibilities as set out in the following paragraphs:

I. ORGANIZATION

A Transportation Policy Board will furnish policy guidance and direction for the continuing transportation study. Membership on the Transportation Policy Board will consist of:

1. One member of the Bastrop County Commissioners' Court.
2. One member of the Burnet County Commissioners' Court.
3. One member of the Caldwell County Commissioners' Court (or the Court's designee for which the term would not extend beyond January 1, 2015).
4. One member of the Hays County Commissioners' Court.
5. Three members of the Travis County Commissioners' Court.
6. One member to be appointed by the Travis County Commissioners' Court.
7. One member of the Williamson County Commissioners' Court.
8. Four members of the Austin City Council.
9. One member of the Cedar Park City Council.
10. One member of the Georgetown City Council.
11. One member of the Pflugerville City Council.
12. One member of the Round Rock City Council.
13. One member of the San Marcos City Council.
14. One representative of the Capital Metropolitan Transportation Authority.
15. One representative of the Texas Department of Transportation Austin District.

Once a CAMPO member city reaches a population of 50,000 persons or more, as determined by the U.S. Census Bureau in its most recent annual population estimate, a City Council Member from that city shall be added to the Transportation Policy Board.

The voting membership shall be as follows:

VOTING MEMBERSHIP

Bastrop County	1
Burnet County	1
Caldwell County	1

1	Hays County	1
2	Travis County	3
3	Travis County appointee	1
4	Williamson County	1
5	City of Austin	4
6	City of Cedar Park	1
7	City of Georgetown	1
8	City of Pflugerville	1
9	City of Round Rock	1
10	City of San Marcos	1
11	Capital Metropolitan Transportation Authority	1
12	Any additional Cities in the CAMPO area that reach a population	
13	of 50,000 or more as detailed above (N= Number of cities	
14	that reach the 50,000 threshold)	N
15	Texas Department of Transportation	1

Each entity that appoints a member shall designate its representatives and alternates to the Transportation Policy Board and when necessary fill vacancies among its members on the Board. Entities selecting elected members of the Transportation Policy Board shall assure racial and ethnic minority representation on the Board that reflects the minority population of each county, to the maximum extent possible.

AFFILIATE NON-VOTING MEMBERSHIP

In addition to the voting members, there will be affiliate non-voting membership, including, but not limited to the list below. The Transportation Policy Board may add or make changes to the affiliate non-voting membership:

- Capital Metropolitan Transportation Authority, General Manager
- Federal Highway Administration
- Federal Transit Administration
- Texas Department of Transportation, Transportation Planning and Programming Division, Austin
- University of Texas at Austin

1 The function of the Transportation Policy Board shall be as follows:

- 2 1. Provide policy guidance for the transportation planning process.
- 3 2. Carry out in cooperation with the State and local governments and annually certify
4 a transportation planning process that is in full compliance with Federal
5 requirements outlined in 23 USC 134, Section 8 of the Federal Transit Act, as
6 amended (49 USC 7504, 7506, (c) and (d)) as well as other applicable
7 requirements as specified in 23 CFR 450.114.
- 8 3. Set goals and cooperatively determine the responsibilities of the participating
9 agencies for planning tasks in the annual Unified Planning Work Program.
- 10 4. Adopt and review a transportation plan which provides for both the near-term
11 and long-term needs of persons and goods in the study area at least every five
12 years and recommend its adoption and implementation by local governments and
13 state agencies.
- 14 5. Develop in cooperation with the State and local governments and endorse a
15 staged multiyear transportation improvement program at least every two years
16 which includes projects in or serving the urbanized areas, initiated by the
17 implementing agencies, and consistent with the transportation plan.
- 18 6. Adopt a Public Involvement Program that includes participation in the development
19 of the Transportation Plan, the Transportation Improvement Program, Major
20 Investment Studies, and other plans and programs.
- 21 7. Designate such offices, special committees or task forces as found necessary to
22 carry out the planning process.
- 23 8. Appoint the CAMPO Executive Director.
- 24 9. Meet at intervals as necessary to perform its functions.
- 25 10. Adopt internal bylaws and operating procedures consistent with this agreement.

26 27 28 **II. METROPOLITAN AREA BOUNDARY**

29 The boundary of the Capital Area Metropolitan Planning Organization shall be
30 determined by agreement between the Transportation Policy Board and the Governor in
31 accordance with 23 USC 134. The CAMPO area shall cover at least the existing
32 urbanized area and the contiguous area expected to become urbanized within the twenty
33 year forecast period and may encompass the entire metropolitan statistical area, as
34

1 defined by the Bureau of the Census. After each decennial census, the Transportation
2 Policy Board shall consider appropriate revisions to the CAMPO area to include every
3 county in the metropolitan statistical area with a population that exceeds 100,000
4 residents.

5 6 **III. CAMPO EXECUTIVE DIRECTOR AND CAMPO OFFICE**

7
8 A CAMPO Executive Director shall be appointed by the Transportation Policy Board to
9 work in close cooperation with representatives of the State, local governments, and
10 agencies within the study area. The principal duties of the CAMPO Executive Director and
11 CAMPO office will be as follows:

- 12 1. Arrange for meetings of the Transportation Policy Board and any other special
13 committee or task force created by the Committee.
- 14 2. Maintain the records, meeting minutes, library, and other documents or
15 correspondence associated with the functions of the Transportation Policy Board.
- 16 3. Maintain liaison and act in an advisory capacity to the Transportation Policy Board.
- 17 4. Coordinate and maintain liaison with the staffs of the agencies participating in the
18 CAMPO transportation planning process.
- 19 5. Coordinate the development of the Unified Planning Work Program, Transportation
20 Plan, Transportation Improvement Program, and Major Investment Studies in
21 cooperation with participating agencies.
- 22 6. Report to the Transportation Policy Board on the status of the transportation planning
23 process and recommend special studies, revisions to the Transportation Plan,
24 Transportation Improvement Program, Major Investment Studies, or Unified Planning
25 Work Program.
- 26 7. Supervise the CAMPO staff and direct the activities of all personnel hired or
27 contracted with CAMPO as identified in the Unified Planning Work Program.
- 28 8. Advise the Transportation Policy Board on consistency of the CAMPO work program
29 and Committee actions with applicable federal and state laws and regulations.

30 31 **IV. STUDY FINANCING**

32
33 The expenses involved in the continuing planning process, data gathering, review and
34 updating the CAMPO plans and programs will be assumed by the participating agencies
35 as set forth in the Unified Planning Work Program.

1
2 **V. AGREEMENT MODIFICATION OR TERMINATION**
3

4 This agreement may be supplemented or renegotiated as necessary to meet changing
5 conditions. By mutual agreement the parties hereto may terminate this agreement
6

1 **COUNTY OF HAYS**

2
3 By: [Signature]

4 County Judge

5
6 Date: 7-24-2013

7
8 ATTEST: [Signature]

9 County Clerk



10
11
12
13 **COUNTY OF TRAVIS**

14
15 By: [Signature]

16 County Judge

17
18 Date: 7-8-13

19
20
21 ATTEST: [Signature]

22 County Clerk



23
24
25
26 **COUNTY OF WILLIAMSON**

27
28 By: [Signature]

29 County Judge

30
31 Date: 07-22-2013

32
33 ATTEST: [Signature]

34 County Clerk



35
36
37
38 **CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY**

39
40 By: [Signature]

41 President/CEO

42
43
44 Date: 8-5-13

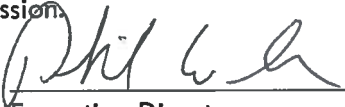
Approved as to Form

[Signature]
Legal Department

1 IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the dates indicated.

2
3 **STATE OF TEXAS**

4
5 Certified as being executed for the purpose and effect of activating and/or carrying out the
6 orders, established policies, or work programs heretofore adopted by the Texas Transportation
7 Commission.

8
9 By: 

10 Executive Director

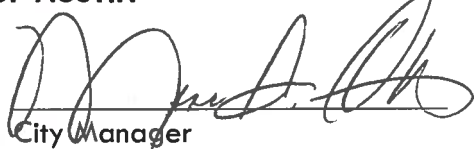
11
12 Date: 7-18-2013

13
14 RECOMMENDED FOR EXECUTION:

15 
16
17 District Engineer - Austin District

18 
19
20 Deputy Executive Director

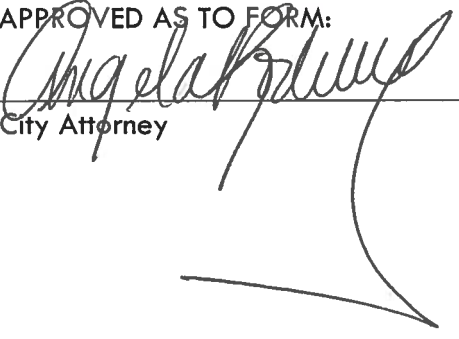
21
22
23
24 **CITY OF AUSTIN**

25
26 By: 

27 City Manager

28
29 Date: 7.15.13

30
31 APPROVED AS TO FORM:

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EXECUTIVE SUMMARY
10/16/2025

AGENDA SUBJECT:

Acceptance of a letter of resignation from Christine DeLisle, Mayor.

Discuss and consider action on an Ordinance ordering and establishing procedures for Special Called Election in the City of Leander to elect a Mayor to fill an unexpired term; providing for notice of election; providing election precinct and polling places; providing for early voting; providing for an effective date and open meetings clause; and providing for related matters.

Aceptación de una carta de renuncia de Christine DeLisle, Alcaldesa.

Debatir y considerar la acción sobre una Ordenanza que ordena y establece procedimientos para elecciones especiales convocadas en la ciudad de Leander para elegir un alcalde para cubrir un período no vencido; prever la notificación de la elección; proporcionar un precinto electoral y lugares de votación; prever la votación anticipada; prever una fecha de vigencia y una cláusula de reuniones abiertas; y prever asuntos relacionados.

BACKGROUND:

Christine DeLisle officially submitted her letter of resignation for Mayor on Thursday, October 9, 2025. Ms. DeLisle will be moving out of the city and state, which requires her to resign from office. The office of mayor is not a holdover position. A resignation is effective within eight (8) days or accepted by council, whichever is sooner. The City Charter requires a special election to be called if there is more than one (1) year left on the term, if a vacancy occurs.

A Special Election must be called within 120 days of the resignation. The Special Election will be held on Saturday, February 7, 2026, to elect from the city at large for the office of mayor, to fill an unexpired term of three (3) years expiring in 2027. Candidates for the above office shall file their application with the City Secretary of the City, at City Hall, 105 N. Brushy Street, Leander, Texas, between 8:00 a.m. on Monday, November 10, 2025, and 5:00 p.m. on Monday, December 8, 2025, excluding weekends and holidays. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*.

The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary. The drawing will be held on Wednesday, December 10, 2025 at 10:00 a.m., at Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas.

Early voting shall commence on Monday, January 26, 2026, and continue through Friday, February 6, 2026, including Saturday and Sunday, and early voting polls shall remain open 8:00 a.m. to 6:00 p.m. daily, the time specified by the *Texas Election Code*. The main early voting location for qualified voters of the city residing in Williamson County and Travis County will be Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas 78641.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Mayor Resignation 2025
2. Special Election 2026 (English)
3. Special Election 2026 (Spanish)



OFFICE OF THE MAYOR

Mayor Christine DeLisle

October 9, 2025

To My Fellow Council Members,

It is with a heavy heart that I offer you my resignation, effective October 17, 2025. Serving the City of Leander since 2018 has been an honor I never could have imagined. When I first began, my vision was simple: to see more commercial businesses thrive in our community, to create safe ways for our youth to move around the city, and to be a representative who could always be counted on to listen and to do right by our residents.

When I ran for Mayor in 2021, my goals grew: to restore stable governance, foster a Council that could disagree without division, make Leander a place where all feel welcome, strengthen our infrastructure, and attract a diverse array of commercial and industrial businesses.

For everything there is a season, and recent personal and professional events have made clear that the season of my service is drawing to a close. I am deeply proud to say I have accomplished what I set out to do. I'm leaving the city with a strong, thoughtful, and compassionate Council, and an extraordinarily talented staff who are committed to collaboration and to doing what is best for our community as a whole.

It has been an incredible experience serving alongside each of you, whether for the past four years or the past four months. Each of you brings something unique and irreplaceable to the table, and our residents, businesses, and staff are better for your service. My greatest hope is that you will continue to lead with the same respect, curiosity, and courage that has brought us this far. The future of Leander is wide open, and what you choose to do from here will shape it for years to come.

A piece of my heart will always remain here with you and with Leander. I leave knowing my time on Council was not wasted, but rather invested in laying a lasting foundation for the city's future success. Please know I remain committed to supporting you however I can, whether to provide perspective, historical context, or simply a listening ear. I look forward to watching the many successes you will bring to Leander.

All the best,



Christine DeLisle
Mayor, City of Leander



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

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

WHEREAS, a vacancy has arisen in the office of the Mayor of the City of Leander;

WHEREAS, the City is required to order a special election to fill the vacancy to be withheld within 120 days from the date of the vacancy;

WHEREAS, this Ordinance orders a special election to be held on February 7, 2026, which date is within 120 days from the date of the vacancy, to fill the expired term for the office of Mayor; and

WHEREAS, the Texas Election Code, the City Charter, and the Texas Constitution are applicable to said election and this ordinance establishes procedures consistent with the foregoing laws, and designates the voting place for the election; and

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

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

Section 1. Special Called Election. The Special Election of the City shall be held on Saturday, February 7, 2026, to elect a mayor of the City Council from the city at large, to serve an unexpired term of three (3) years expiring in 2027. Candidates for the above office shall file their application with the City Secretary of the City, at City Hall, 105 N. Brushy Street, Leander, Texas, between 8:00 a.m. on Monday, November 10, 2025, and 5:00 p.m. on Monday, December 8, 2025, excluding weekends and holidays. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary. The drawing will be held at 10:00 a.m. on Wednesday, December 10, 2025, at Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas.

Section 2. Ballots. The ballots used for the special election shall comply with the *Texas Election Code* for use on the respective voting device.

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

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Texas Election Code* and the *City Charter*. A notice containing a substantial copy of this ordinance shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at the aforesaid polling place not later than the twenty-first (21st) day before the election, and by publishing said Notice of

Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in an English and Spanish newspaper in general circulation in the City.

Section 5. Conduct of Election. The City Secretary and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for the City. The election shall be held and conducted in compliance with the City Charter, state law, and the *Texas Election Code*.

Section 6. Election Precincts and Election Day Polling Places. The area located within the city limits shall constitute a single precinct for the conduct of the election. The polling place for election day shall be Pat Bryson Municipal Hall, Council Chambers 201 N. Brushy Street, Leander, Texas 78641. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the City Secretary shall tabulate and provide the election returns for votes cast by Williamson County and Travis County voters.

Section 7. Early Voting.

- (a) Early voting shall commence on Monday, January 26, 2026, and continue through Friday, February 6, 2026, including Saturday, January 31, 2026, and Sunday, February 1, 2026, and early voting polls shall remain open from 8:00 am to 6 pm each day. The main early voting location for qualified voters of the city residing in Williamson and Travis Counties is: Pat Bryson Municipal Hall, Council Chambers 201 N. Brushy Street, Leander, Texas 78641.
- (b) Early voting, both by personal appearance and by mail will be conducted in accordance with the *Texas Election Code* for the qualified voters of the City residing in Williamson and Travis Counties. Dara Crabtree, City Secretary, is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Williamson and Travis Counties.
- (c) An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on January 27, 2026.
- (d) An FPCA must be received by the Early Voting Clerk no later than the close of business on January 27, 2026.
- (e) Applications for ballot by mail for qualified voters of the City residing in Williamson and Travis Counties shall be mailed to:

City of Leander
Dara Crabtree, City Secretary
Mailing Address:
PO Box 319
Leander, TX 78646
Physical Address:
City of Leander
Dara Crabtree, City Secretary
105 N. Brushy Street
Leander, TX 78641
Telephone Number: (512) 528-2743
Email Address: dcrabtree@leandertx.gov
Website: [https:// www.leandertx.gov/166/City-Secretary](https://www.leandertx.gov/166/City-Secretary)

Section 8. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by in compliance with the requirements of state law, and are hereby designated and appointed election officers for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 9. Accessible Voting System. The City of Leander will provide at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner, which may be acquired by any legal means available to including but not limited to lease or rental from the County of Williamson, County of Travis or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

Section 10. City Secretary Authorization. The City Secretary is hereby authorized and instructed to acquire and furnish all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to give all notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; and shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election*.

Section 11. Necessary Actions. The City Secretary of the City, in consultation with the City's Attorney, is hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and the City Charter in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance.

Section 12. General. The special election shall be held and conducted in compliance with the *Texas Election Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The City Secretary is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than February 10, 2026 (subject to Section 67.003(b), Texas Election Code), nor later than February 18, 2026.

Section 13. Effective Date; Election Code. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the *Texas Elections Code*, the *Texas Election Code* shall govern.

Section 14. Open Meetings. It is officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required *Chapter 551, Texas Government. Code*.

PASSED, ADOPTED AND APPROVED on this the 16th day of October, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor

ORDENANZA DE LA CIUDAD DE LEANDER, TEXAS

ORDENANZA NÚM.

ORDENANZA QUE ORDENA Y ESTABLECE PROCEDIMIENTOS PARA LA CELEBRACIÓN DE ELECCIONES ESPECIALES EN LA CIUDAD DE LEANDER PARA ELEGIR AL ALCALDE PARA CUBRIR UN MANDATO NO VENCIDO; ESTABLECE LA NOTIFICACIÓN DE LAS ELECCIONES; ESTABLECE PRECINTOS ELECTORALES Y CENTROS DE VOTACIÓN; ESTABLECE LA VOTACIÓN ANTICIPADA; ESTABLECE UNA FECHA DE VIGENCIA Y UNA CLÁUSULA DE REUNIONES ABIERTAS; ESTABLECE QUE EL ADMINISTRADOR MUNICIPAL FIRME TODOS LOS DOCUMENTOS NECESARIOS; Y ESTABLECE ASUNTOS RELACIONADOS.

CONSIDERANDO QUE se ha producido una vacante en el cargo de Alcalde de la Ciudad de Leander; **CONSIDERANDO QUE** la Ciudad debe convocar elecciones extraordinarias para cubrir la vacante, que se mantendrá dentro de los 120 días siguientes a la fecha de la misma;

CONSIDERANDO QUE esta Ordenanza ordena la celebración de elecciones extraordinarias el 7 de febrero de 2026, dentro de los 120 días siguientes a la fecha de la vacante, para cubrir el mandato vencido del cargo de Alcalde; y

CONSIDERANDO QUE el Código Electoral de Texas, la Carta de la Ciudad y la Constitución de Texas son aplicables a dichas elecciones, y que esta ordenanza establece procedimientos conformes con las leyes anteriores y designa el lugar de votación; y

CONSIDERANDO QUE la Ciudad de Leander se encuentra dentro de los límites de los Condados de Williamson y Travis;

POR LO TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE LEANDER, TEXAS, ORDENA Y DECLARA:

Sección 1. Elecciones extraordinarias convocadas. La Elección Especial de la Ciudad se llevará a cabo el sábado 7 de febrero de 2026 para elegir a un alcalde del Ayuntamiento de la ciudad en general, quien ejercerá un mandato restante de tres (3) años, que expirará en 2027. Los candidatos a dicho cargo deberán presentar su solicitud ante el Secretario Municipal, en el Ayuntamiento, 105 N. Brushy Street, Leander, Texas, entre las 8:00 a. m. del lunes 10 de noviembre de 2025 y las 5:00 p. m. del lunes 8 de diciembre de 2025, excluyendo fines de semana y días festivos. Todas las solicitudes de candidatura deberán presentarse en un formulario según lo prescrito por el Código Electoral de Texas. El orden en que se imprimirán los nombres de los candidatos en la boleta se determinará mediante un sorteo realizado por el Secretario Municipal. El sorteo se llevará a cabo a las 10:00 a. m. del miércoles 10 de diciembre de 2025 en el Salón Municipal Pat Bryson, Sala del Consejo, 201 N. Brushy Street, Leander, Texas.

Sección 2. Boletas. Las boletas utilizadas para la elección especial deberán cumplir con el Código Electoral de Texas para su uso en el dispositivo de votación correspondiente.

Sección 3. Materiales impresos. Las boletas oficiales, junto con los demás materiales electorales requeridos por el Código Electoral de Texas, y sus enmiendas, se imprimirán en inglés y español y contendrán las disposiciones, marcas y lenguaje exigidos por ley.

Sección 4. Aviso de elección. El aviso de la elección se entregará de la manera establecida en el Código Electoral de Texas y la Carta de la Ciudad. Se deberá colocar un aviso con una copia completa de esta ordenanza en el tablón de anuncios utilizado para la convocatoria de las reuniones del órgano rector en el Ayuntamiento y en el mencionado centro de votación, a más tardar el vigésimo primer (21.º) día antes de las elecciones, y mediante la publicación de dicho Aviso de Elección al menos una vez, no antes de treinta (30) días ni después de diez (10) días antes de dichas elecciones, en un periódico en inglés y español de circulación general en la Ciudad.

Sección 5. Realización de las Elecciones. El Secretario de la Ciudad y los jueces electorales, jueces suplentes y secretarios debidamente designados para la elección celebrarán y dirigirán las elecciones en nombre de la Ciudad. Las elecciones se celebrarán y conducirán de conformidad con la Carta de la Ciudad, la ley estatal y el Código Electoral de Texas.

Sección 6. Recintos Electorales y Centros de Votación el Día de las Elecciones. El área ubicada dentro de los límites de la ciudad constituirá un solo recinto para la celebración de las elecciones. El lugar de votación para el día de las elecciones será el Ayuntamiento Pat Bryson, Sala del Consejo, 201 N. Brushy Street, Leander, Texas 78641. Las urnas permanecerán abiertas el día de las elecciones de 7:00 a. m. a 7:00 p. m. Los resultados serán proporcionados por precinto y el Secretario Municipal tabulará y proporcionará los resultados electorales de los votantes del Condado de Williamson y del Condado de Travis.

Sección 7. Votación anticipada.

(a) La votación anticipada comenzará el lunes 26 de enero de 2026 y continuará hasta el viernes 6 de febrero de 2026, incluyendo el sábado 31 de enero de 2026 y el domingo 1 de febrero de 2026. Las urnas permanecerán abiertas de 8:00 a. m. a 6:00 p. m. todos los días. El principal lugar de votación anticipada para los votantes calificados de la ciudad que residen en los condados de Williamson y Travis es: Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas 78641.

(b) La votación anticipada, tanto en persona como por correo, se realizará de conformidad con el Código Electoral de Texas para los votantes calificados de la Ciudad residentes en los condados de Williamson y Travis. Por la presente, se designa y nombra a Dara Crabtree, Secretaria de la Ciudad, como Secretaria de Votación Anticipada para las elecciones especiales para los votantes calificados de la Ciudad residentes en los condados de Williamson y Travis.

(c) La solicitud de voto por correo (ABBM) debe ser recibida por el Secretario de Votación Anticipada a más tardar al cierre de operaciones del 27 de enero de 2026.

(d) La solicitud de voto por correo debe ser recibida por el Secretario de Votación Anticipada a más tardar al cierre de operaciones del 27 de enero de 2026.

(e) Las solicitudes de voto por correo para los votantes calificados de la Ciudad que residen en los condados de Williamson y Travis deben enviarse por correo a:
Ciudad de Leander

Dara Crabtree, Secretaria de la Ciudad
Dirección postal:
Apartado postal 319
Leander, TX 78646
Dirección física:
Ciudad de Leander
Dara Crabtree, Secretaria de la Ciudad
105 N. Brushy Street
Leander, TX 78641
Número de teléfono: (512) 528-2743
Correo electrónico: dcrabtree@leandertx.gov
Sitio web: [https:// www.leandertx.gov/166/City-Secretary](https://www.leandertx.gov/166/City-Secretary)

Sección 8. Jueces y Secretarios Electorales. Los jueces presidentes, los jueces presidentes suplentes y los secretarios electorales serán seleccionados y nombrados de conformidad con los requisitos de la ley estatal, y por la presente se les designa como funcionarios electorales para la celebración de dichas elecciones. Los jueces presidentes, los jueces presidentes suplentes y los secretarios desempeñarán las funciones y deberes de sus respectivos cargos, según lo dispuesto por la ley estatal.

Sección 9. Sistema de Votación Accesible. La Ciudad de Leander proporcionará al menos un Sistema de Votación Universal ExpressVote® y un Escáner de Recinto Digital DS200 y DS300®, que podrán adquirirse por cualquier medio legal disponible, incluyendo, entre otros, arrendamiento o alquiler del Condado de Williamson, el Condado de Travis o cualquier otra fuente legal, según lo autorizado o requerido por las Secciones 123.032 y 123.035 del Código Electoral de Texas.

Sección 10. Autorización del Secretario Municipal. Por la presente, se autoriza e instruye al Secretario Municipal a adquirir y proporcionar todos los suministros y materiales electorales necesarios para llevar a cabo las elecciones. Asimismo, se autoriza al Secretario Municipal a emitir todos los avisos requeridos para las elecciones y a tomar cualquier otra medida adicional que sea necesaria para llevar a cabo las elecciones de conformidad con el Código Electoral de Texas; y tendrá la responsabilidad de organizar y llevar a cabo las elecciones de conformidad con las Elecciones de Texas.

Sección 11. Medidas Necesarias. Por la presente, se autoriza e instruye al Secretario Municipal a tomar todas las medidas necesarias para cumplir con las disposiciones del Código Electoral de Texas y la Carta Orgánica de la Ciudad al llevar a cabo y llevar a cabo las Elecciones, ya sea expresamente autorizadas o no en el presente, incluyendo, entre otras, la realización de cambios o adiciones a los centros de votación, el lenguaje de la boleta o los procedimientos en la medida en que sea necesario o deseable, o según sea necesario debido a circunstancias que surjan después de la fecha de esta Ordenanza.

Sección 12. Generalidades. Las elecciones especiales se celebrarán y llevarán a cabo de conformidad con el Código Electoral de Texas y, en la medida en que no sea incompatible con este, con la Carta de la Ciudad. Solo los votantes residentes de la Ciudad que cumplan los requisitos podrán votar en las elecciones. Por la presente, se autoriza y se instruye al Secretario Municipal para que proporcione y suministre todos los materiales electorales necesarios para llevar a cabo dichas elecciones. Los resultados de las elecciones se darán a conocer lo antes posible después del

cierre de las urnas; y el Ayuntamiento los escrutará no antes del 10 de febrero de 2026 (sujeto a la Sección 67.003(b) del Código Electoral de Texas) ni después del 18 de febrero de 2026.

Sección 13. Fecha de entrada en vigor; Código Electoral. Esta ordenanza entrará en pleno vigor y efecto a partir de su promulgación en la fecha que se indica a continuación; sin embargo, si algún término o disposición de esta Ordenanza entra en conflicto o es incompatible con el Código Electoral de Texas, regirá este último.

Sección 14. Reuniones públicas. Se declara y determina oficialmente que la reunión en la que se aprobó esta Ordenanza estuvo abierta al público, según lo requerido, y que se notificó públicamente la hora, el lugar y el propósito de dicha reunión, según lo exige el Capítulo 551 del Código de Gobierno de Texas.

APROBADO, ADOPTADO Y APROBADO el 16 de octubre de 2025.

CERTIFICA:

CIUDAD DE LEANDER, TEXAS

Dara Crabtree, Secretaria Municipal

Christine DeLisle, Alcaldesa