



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

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



Mayor – Vacant

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. Receive a presentation from the City of Leander's consulting team to provide an overview of the Capital Improvements Program (CIP) project W.42 for Advanced Metering Infrastructure (AMI) to be installed, how it will function, and how it will benefit the City and its citizens; a status update on the current project efforts; next steps for the project; and what citizens can expect.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
5. Roll Call.
6. Recognition of Special Guests and Visitors.
7. Recognition of service David McDonald, City Councilmember Place 3.
[Immediately following the recognition there will be a brief reception.]
8. 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.]

9. Recognitions/Proclamations.
 - Scenic City Certification — The City of Leander has been awarded the Gold Scenic City Certification by the Scenic City Standards Review Commission. The Scenic City Program supports and recognizes cities for their commitment to high-quality scenic standards for public roadways and public spaces. In Texas, 110 cities have received the Scenic City Certification of

either recognized, bronzed, platinum or gold. Leander is one (1) of 38 cities in Texas that have earned the Gold Scenic City Certification.

- ROAD Safety Program Plaque - ROAD Safety is a Risk Pool program designed to save lives, prevent injuries, and protect property by raising the city's awareness of dangers on and near roadways. ROAD stands for **R**ecognize the hazards; **O**bserve people, processes, and equipment; **A**ssess the risk level; and **D**etermine the safest course of action.

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on October 16, 2025.
11. Recognition of a vacancy in Councilmember Place 4, and approval of an Ordinance ordering and establishing procedures for Special Called Election in the City of Leander to elect a Councilmember Place 4 to fill an unexpired term; providing for notice of election; providing for election precinct and polling places; providing for early voting; providing for an effective date and open meetings clause; and providing for related matters.

Reconocimiento de una vacante en el Concejal Lugar 4, y aprobación de una Ordenanza que ordena y establece procedimientos para una Elección Especial Convocada en la Ciudad de Leander para elegir un Concejal Lugar 4 para cubrir un mandato no vencido; disponiendo la notificación de la elección; disponiendo el recinto electoral y los lugares de votación; disponiendo la votación anticipada; disponiendo una fecha de vigencia y una cláusula de reuniones abiertas; y disponiendo asuntos relacionados.
12. Approval of the Option and Site Ground Lease Agreement by and between the City of Leander and Branch Towers VI, LLC to lease a portion of the property described by Williamson County Appraisal District Parcel R054296 and commonly known as 3850 US 183, Leander, Williamson County, Texas; providing for an upfront payment of \$2,000.00 upon lease execution, \$1,250.00 monthly rent plus 1.5% annual rental escalation, and \$300.00 monthly per carrier plus 1.5% annual rental escalation with an initial lease term of five (5) years with automatic renewal options for nine (9) additional five-year (5) terms; and authorize the City Manager to execute any and all necessary documents.
13. Approval of a Resolution authorizing the City Manager to execute a cooperative purchasing agreement with U.S. General Services Administration (GSA) for the purchase of goods and services; and providing for an effective date.
14. Approval of a Resolution amending authorized representatives to the Texas Local Government Investment Pool, "TexPool/TexPool Prime", a public funds investment pool.
15. Acceptance of public infrastructure improvements associated with Subdivison Case 21-PICP-022 Crystal Village Phase 2 for streets, drainage, water, and wastewater.
16. Acceptance of public infrastructure improvements associated with Subdivision Case PICP-24-0114 Travisso Phase 5 Sections 4 and 5 for streets, drainage, water, reclaimed water, and wastewater.
17. Approval of payment to Pedernales Electric Cooperative, Inc. (PEC) relating to the RM 2243 Master Lift Station and Gravity Relief Main Project (CIP WW.43) for the installation of two (2) new transformers needed for establishing electrical service lines to the newly added facilities and structures in the amount of \$97,489.36; and authorize the City Manager to execute any and all necessary documents.
18. Award of Solicitation CIPS25-002 to Kimley-Horn and Associates, Inc. for Professional Services for the renovation of 19 golf greens complexes, 18 holes and a putting green, at the Crystal Falls Golf Club

located at 3400 Crystal Falls Parkway, Leander, Travis County, Texas (CIP P.59) in the amount of \$410,720.00; and authorize the City Manager to execute any and all necessary documents.

19. Approval of Amendment No. 3 to Master Professional Service Agreement MATLT-REL-CIPS23-019 for material testing services to change the name from UES Professional Solutions 45, LLC to UES Professional Solutions 44, LLC; and authorize the City Manager to execute any and all necessary documents.
20. Approval of Change Order No. 2 to the contract agreement with DKC Construction Group, for the Leander Senior Activity Center (CIP P.6) to expedite the installation of gas services to the facility, in the amount of \$188,103.54, for a new contract amount of \$8,838,276.54, with a 25-day extension of term duration; and authorize the City Manager to execute any and all necessary documents.
21. Approval of the purchase of water valve maintenance skid from E.H. Wachs utilizing purchasing cooperative BuyBoard Contact 685-22 in the amount of \$98,585.15; and authorize the City Manager to execute any and all necessary documents.
22. Approval of the purchase of crack seal machine from TACOT, Inc., dba SealMaster Houston utilizing cooperative purchasing HGAC Co-Op Contract SM10-20 in the amount of \$71,653.75; and authorize the City Manager to execute any and all necessary documents.
23. Approval of a Resolution authorizing the Brushy Creek Regional Utility Authority (BCRUA) president to execute a contract with Webber Waterworks, LLC for the Phase 2A Water Treatment Plant Expansion construction in the amount of \$97,619,149.00, with Leander's obligation being 52.4% or \$51,152,434.10.
24. Approval of an agreement with NCL Government Capital for mowing equipment leasing to acquire one (1) Ventrac zero-turn mowers with attachments and three (3) John Deere tractor with attachments to support ongoing grounds and facility maintenance operations across City properties utilizing cooperative purchasing Sourcewell Contract 092424-NLC for a term of five (5) years with an annual lease payment of \$35,498.39, including 6.143% finance charge, for a contract amount of \$156,950.36; and authorize the City Manager to execute any and all necessary documents.
25. Approval of a Resolution authorizing the Police Department to submit a grant application to the Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles; establishing an effective date; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

26. Conduct a Public Hearing regarding Zoning Case Z-25-0192 to amend the Journey Bible Church Planned Unit Development (PUD) with base zoning of LO-2-A (Local Office) to include a base zoning district of LC-2-A (Local Commercial) on two (2) parcels of land approximately 3.0 acres in size, more particularly described by Williamson Central Appraisal District Parcels R668974 and R668975; and generally located approximately 300 feet east of the intersection of Bull Nettle Drive and Journey Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0192 as described above.

REGULAR AGENDA

27. Discuss and consider action on the Second Reading of an Ordinance 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 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.

28. Discuss and consider action on a Resolution supporting a feasibility study for rail grade separation at Crystal Falls Parkway and US 183 in addition to pursuing an application submission to the Texas Department of Transportation's 2025 Off-System Rail Grade Separation State Fund Program Call for Projects; establishing an effective date; and authorize the City Manager to execute any and all necessary documents.
29. Discuss and consider providing direction to staff on amending Article 12.08 Roadway Impact Fees (RIF).
30. Discuss and consider directing staff on the Smart Code.
31. Discuss and consider action on moving the Thursday, February 5, 2026 regular council meeting to Tuesday, February 10, 2026, due to early voting for the February 7, 2026 Special Election taking place in Pat Bryson Municipal Hall, Council Chambers.
32. Discuss and consider action on appointing up to three (3) councilmembers to a subcommittee to review the current boards, commissions, and committees composition and duties.
33. Council Member Closing Statements.
34. Convene into Executive Session pursuant to:
 1. 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(s) for Projects EDA-25-008, EDA-25-009, and EDA -25-010; and
 2. Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.087, Texas Government Code, to deliberate with legal counsel an addendum to a Chapter 380 Agreement by and between City of Leander and Titan Leander Land Investors, LLC along with consideration and possible action on a Chapter 380 Agreement Second Addendum.

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

1. Property for public purpose and Chapter 380 Agreement(s) for Projects EDA-25-008, EDA-25-009, and EDA -25-010; and
2. Second Addendum to a Chapter 380 Agreement by and between City of Leander and Titan Leander Land Investors, LLC.

35. 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 30 day of October 2025

by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

A handwritten signature in black ink that reads "Dara Crabtree". The signature is written in a cursive, flowing style. The first name "Dara" is written with a large, looped 'D' and a small 'a'. The last name "Crabtree" is written with a large 'C' and a series of connected letters.

Dara Crabtree, City Secretary, TRMC



City of Leander, TX

Advanced Metering Infrastructure (AMI) Project Brief

Nov 6th, 2025

AGENDA

- Project Team
- AMI Architecture
- Customer Portal
- Network Coverage
- Activities to Date
- Budgetary Costs
- Project Schedule
- Success Drivers
- What to Expect
- Questions?

City of *Leander* Texas

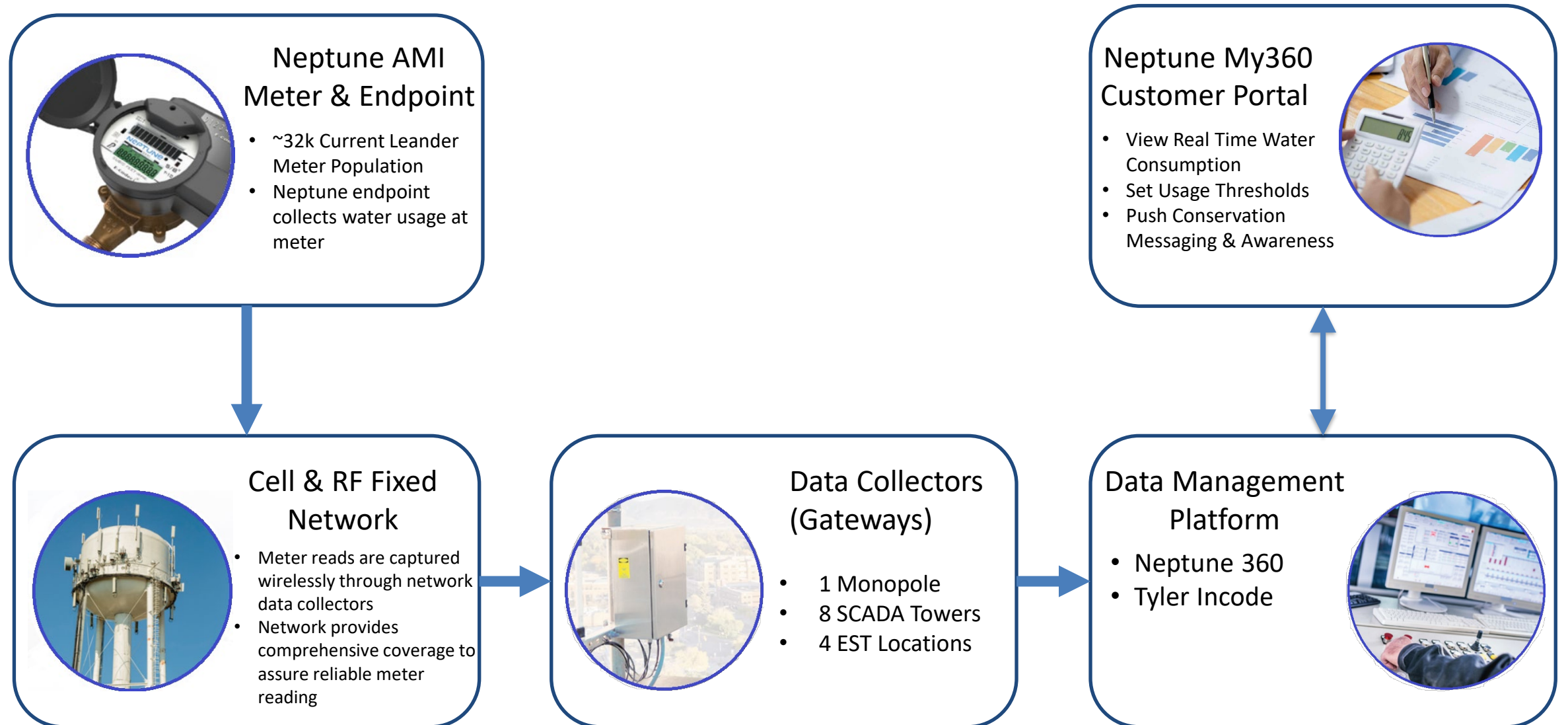


Project Team

City of
Leander



What is Advanced Metering Infrastructure - AMI?



Customer Portal – Neptune My360

Key Features & Advantages

- Web-based with secure single sign-on access
- Integration with **Tyler Payments** for online bill pay
- Integrated with **Neptune 360** for near real-time water usage visibility

Customer Features

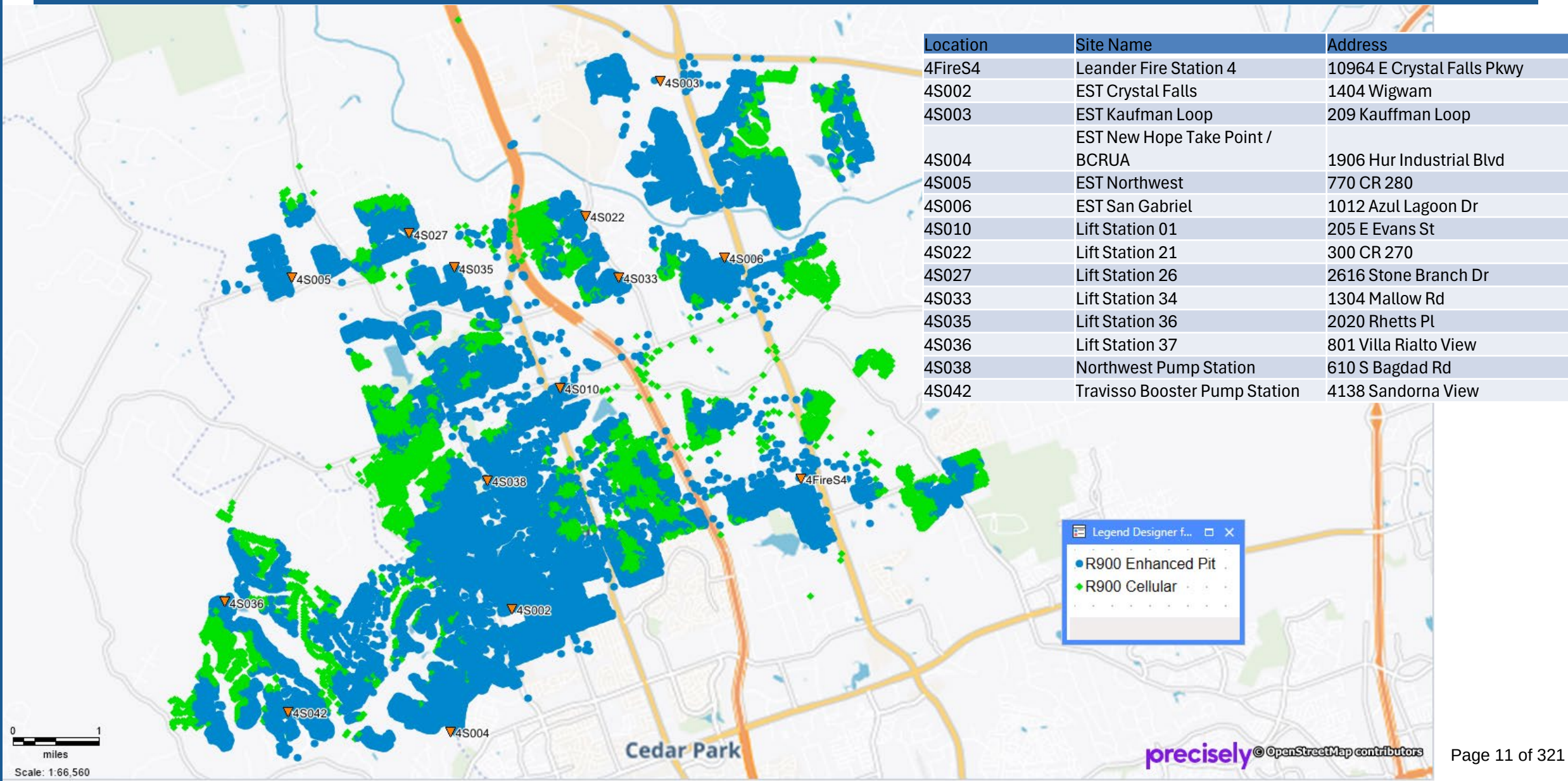
- Simple sign-up using account number and email from the bill
- Manage **multiple properties** under one login
- View detailed water usage in hourly, daily, or average formats
- Filter between accounts and set preferred language
- Customizable dashboard for personalized insights

Advantages for City & Customers

- Encourages **conservation and awareness**
- Reduces customer service calls via self-service access
- Improves communication and engagement with targeted alerts



Network Coverage



Activities to Date

Survey Progress

Meter Population Survey
95% complete

Capture Meter GPS
95% complete

Lead Service Line Inventory
95% complete

Network Installation

Gateway Permitting & Site Design
75% complete

Monopole Delivered
100% complete

Installation of Gateway
0% complete

Confirmation of Signal Strength
0% complete

Network Integration

Neptune 360
100% complete

My360 Integration
0% complete

Customer Engagement

Social Media Outreach & Website
50% complete, ongoing

Email & Mailer
80% complete

City Council Meeting
100% complete

Tabling at Events
20% complete, Old Town Festival upcoming

Door Hanger upon Completion
0% complete

Deployment

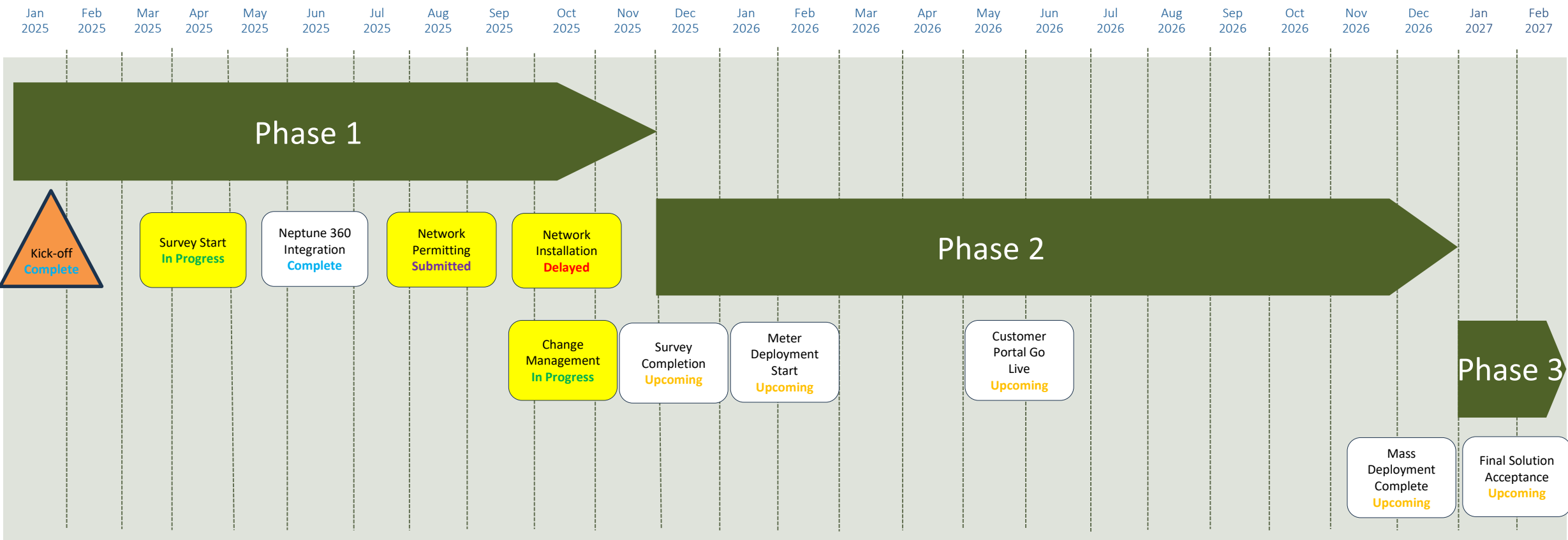
Antenna Only Install
0% complete

Full Deployment: Meter & Endpoint Installations
0% complete

Current Changes to Original Proposal

Original Contract	Actual Change	Change Explanation
▪ ~27k water meters	▪ ~32k water meters	▪ ~5k water meter increase from original 2022 propagation study
▪ 11,072 Full Change Out ▪ 2,630 Cellular	▪ ~10,537 Full Change Out ▪ ~8,325 Cellular Meter/Radio Only	▪ Quantities to be finalized upon survey completion
▪ 10 monopole locations	▪ 1 monopole location	▪ Decrease of 9 monopoles sites to 1 monopole site ▪ 8 existing SCADA towers and 5 EST sites will be utilized for Gateway installation
▪ Sprypoint Customer Portal	▪ Neptune My360 Customer Portal	▪ Sprypoint integration carries customization risks. ▪ My360 offers simplified portal with streamlined integration to existing City systems

Project Schedule – Near Term - Installation



Legend

Phase 1: Planning
Phase 2: Slow Start and Mass Deployment
Phase 3: Closeout and Final Solution Acceptance

Status Key	
Green	In Progress
Red	Delayed
Orange	Upcoming
Blue	Complete
Purple	Submitted
Yellow	Active

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Success Drivers

Installation Readiness & Workforce Preparedness

- Standardized installation procedures and uniforms
- Pilot meter installation and system testing

Incompletes & Return to Utility

- Incomplete jobs returned timely to the vendor for install
- Minimize Return to Utility jobs

Data & Systems

- Pre-deployment system testing and validation to mitigate data integration issues
- GPS and Service Line Investigation of entire metering population

Planning & Site Readiness

- Surveys capture robust data to identify pre-existing materials and site issues
- Detailed routing and scheduling considering blackout dates

Permitting & Regulatory

- Mitigating permitting delays via early engagement
- Control cost with regular financial tracking

Customer Engagement

- Proactive education campaigns, social media outreach and FAQs ahead of installation
- Pre and post install notifications from Vendor

What to Expect?

Survey & Install
Crews
Actively Working
Throughout City
(May 2025)

Public
Communications
Posted on City
Website, Facebook &
Nextdoor
(May 2025)

Gateway
Installations at
SCADA, EST Sites &
Monopole
(January 2026)

Potential for
Increase of
Customer Side
Issues
(January 2026)

Customer Portal Go
Live
(May 2026)

Customer
Notification Ahead
of Installation
(November 2025)



Questions?



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Approval of the minutes for meeting held on October 16, 2025.

BACKGROUND:

Attached are the minutes for the meeting held on October 16, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft October 16, 2025 Minutes



**MINUTES
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**

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:00 p.m.

2. Roll Call.

Roll call reflected all present with Councilmember Ross being absent.

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.

Discussion included an overview; timeline; Atlas 14; impacts on the floodplain; project drivers; project outcomes; revised impacted areas and structure counts; 100-year floodplain; FEMA FIRM panels to be updated with LOMR; and next steps.

Briefing workshop adjourned at 7:00 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:15 p.m.; Councilmember McDonald provided the invocation; and Mayor DeLisle led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present with Councilmember Ross absent.

6. Recognition of service of Mayor Christine DeLisle.

[City Council took a brief recess at 7:54 p.m.; reconvened at 8:09 p.m.]

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.]

Mike Sanders, 1016 W. South Street - commented on the upcoming November Election.

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

Motion: Approve consent agenda items 11 through 20.

By: Mayor Pro Tem Thompson

Seconded: Councilmember Chang

Vote: 6 - 0

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 ± 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.

Public Hearing opened at 8:46 p.m.; Public Hearing closed at 8:46 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Special Use Case Z-25-0161 with Planning and Zoning Commission recommendations, following a discussion.

By: Councilmember Herrera
Seconded: Councilmember Chang

Vote: 5 - 1 (Naudin)

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.

Motion: Approve the Collective Bargaining Agreement.

By: Councilmember McDonald
Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

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

Following a discussion, council supported pausing on appointments to the Economic Development Advisory Committee and creating a subcommittee to review all boards, commissions, and committees duties and composition.

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.

City Council convened into Executive Session at 9:27 p.m.; reconvened into open session at 10:02 p.m.

No action was taken.

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.

Motion: Approve the following appointments:

Board of Adjustment

Cynthia Rosenthal, Place 2, term expiring October 2027

Joel Bakki, Place 3, term expiring October 2027

Jaun Alanis, Jr., Place 4, term expiring October 2027

Tara Yukawa, Alt. #1, term expiring October 2026

Ethics Commission

Robin Reifler Denio, Place 1, term expiring October 2028

Ekaterina Luddington, Place 3, term expiring October 2028

Leander Public Arts and Culture Commission

Matt Pitcher, Place 1, term expiring October 2027

Lisa Chmelar, Place 3, term expiring October 2027

Reddy Yeduru, Place 5, term expiring October 2027

Kyla Spady, Place 8, term expiring October 2027

[Monique Parker's name read in error; should have read Lisa Chmelar]

Planning and Zoning Commission

Donnie Mahan, Place 1, term expiring October 2028

Karen Lewis, Place 3, term expiring October 2028

Jay Coats, Place 4, term expiring October 2027

James Oliver, Place 5, term expiring October 2028

Tyler Bray, Place 7, term expiring October 2027

TIRZ / Development Authority Board

Sheetal Gampawar, Place 4, term expiring October 2027

By: Mayor DeLisle
Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

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.

Motion: Approve an Ordinance amending Old Town Development Incentives Program, following a discussion.

By: Mayor DeLisle
Seconded: Councilmember Chang

Vote: 6 - 0

27. Discuss and consider an Ordinance amending the City Council Rules of Procedure.

Motion: Approve an Ordinance amending the Council Rules of Procedure, and to bring back an Ordinance amending additional items to a future meeting, following a discussion.

By: Mayor DeLisle
Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

28. Discuss and consider action on appointing a Councilmember(s) to the Capital Area Council of Governments General Assembly (CAPCOG).

Motion: Appoint Councilmember Chang to the Capital Area Council of Governments General Assembly (CAPCOG).

By: Mayor DeLisle
Seconded: Councilmember McDonald

Vote: 6 - 0

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.

Motion: Approve Resolution appointing Councilmember Naudin to the Central Texas Clean Air Coalition of CAPCOG to fill an unexpired term and to serve a full term expiring in December 2027.

By: Mayor DeLisle
Seconded: Councilmember Chang

Vote: 6 - 0

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).

Motion: Appoint Mayor Pro Tem Thompson to fill the City's voting position on the Transportation Policy Board at CAMPO.

By: Mayor DeLisle

Seconded: Councilmember McDonald

Vote: 6 - 0

31. Council Member Closing Statements.

Michael Herrera - wished Mayor DeLisle good luck in the future.

David McDonald - wished Mayor DeLisle good luck in the future.

Christine DeLisle - stated dinner was from Blue Corn Harvest; reminded everyone to shop locally; volunteers desiring to serve on boards has been incredible; and reminded of PTA days, not about you, one body - one voice.

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.

Convened into Executive Session at 11:15 p.m.; reconvened into open session at 11:54 p.m.

No action.

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.

Motion: Accept resignation of Christine DeLisle, Mayor.

By: Mayor DeLisle
Seconded: Mayor Pro Tem Thompson

Vote: 6 - 0

[Christine DeLisle left the dais.]

Motion: Approve an Ordinance ordering and establishing procedures for a Special Election to fill the unexpired term of the Mayor.

By: Councilmember McDonald
Seconded: Councilmember Naudin

Vote: 5 - 0

34. Adjournment

Adjourned at 11:56 p.m.

APPROVED

MAYOR PRO TEM

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Recognition of a vacancy in Councilmember Place 4, and approval of an Ordinance ordering and establishing procedures for Special Called Election in the City of Leander to elect a Councilmember Place 4 to fill an unexpired term; providing for notice of election; providing for election precinct and polling places; providing for early voting; providing for an effective date and open meetings clause; and providing for related matters.

Reconocimiento de una vacante en el Concejal Lugar 4, y aprobación de una Ordenanza que ordena y establece procedimientos para una Elección Especial Convocada en la Ciudad de Leander para elegir un Concejal Lugar 4 para cubrir un mandato no vencido; disponiendo la notificación de la elección; disponiendo el recinto electoral y los lugares de votación; disponiendo la votación anticipada; disponiendo una fecha de vigencia y una cláusula de reuniones abiertas; y disponiendo asuntos relacionados.

BACKGROUND:

Na'Cole Thompson, Councilmember Place 4, officially announced her candidacy for Mayor on Thursday, October 23, 2025, which results in an automatic resignation of her Place 4 seat. Ms. Thompson will continue to serve as Councilmember Place 4 until her successor is duly elected.

A Special Election must be called within 120 days of the automatic resignation. The Special Election will be held on Saturday, February 7, 2026, to elect from the city at large a person to serve in the office of Councilmember Place 4, 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. Na'Cole Thompson Candidacy Declaration
2. Special Election 2026 Place 4 (English)
3. Special Election 2026 Place 4 (Spanish)

Na’Cole Thompson Announces Candidacy for Mayor of Leander

Leander Mayor Pro Tem Na’Cole Thompson has officially announced her candidacy for Mayor in the upcoming February 7, 2026 election.

“As your Mayor Pro Tem, I’ve worked to strengthen Leander’s foundation through responsible growth, strong partnerships, and community engagement,” Thompson said. “Now, I’m running for Mayor to keep building on that progress—protecting what makes Leander special while planning for the future.”

Elected to the Leander City Council in 2021 and re-elected in 2024, Thompson has consistently earned the trust of her peers, having been unanimously chosen as Mayor Pro Tem three times. Her leadership record includes major advancements in water infrastructure, public safety, small business development, and community engagement, including the city’s first MLK Day and Juneteenth celebrations.

Under her leadership, Leander has maintained an AA+ bond rating, steady tax rates, and balanced budgets while securing key commercial developments that bring new jobs and services to residents.

“My vision is simple,” Thompson said. “A city that creates access, opportunities, and works for everyone.”

Thompson, a long-time Leander resident, small business owner, and community leader, has built her career on listening, acting, and delivering results. “Together, we’ll keep Leander moving forward.”

Early Voting begins January 26, 2026 and runs through February 6, 2026.
Election Day is February 7, 2026.

For more information, visit nacoletompson.com

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE ORDERING AND ESTABLISHING PROCEDURES FOR SPECIAL CALLED ELECTION IN THE CITY OF LEANDER TO ELECT A COUNCILMEMBER PLACE 4 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 Councilmember Place 4 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 unexpired term for the office of Councilmember Place 4; 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 Councilmember Place 4 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 6:00 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 Code*.

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 6 day of November, 2025.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor Pro Tem

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 CONCEJAL LUGAR 4 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 Concejal Lugar 4 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, cubrir el mandato no vencido para el cargo de Concejal Lugar 4; 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 Concejal Lugar 4 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, Council Chambers, 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) Una FPCA 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 los resultados electorales serán escrutados por el Ayuntamiento no antes de 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 6 de noviembre de 2025.

CERTIFICA:

CIUDAD DE LEANDER, TEXAS

Dara Crabtree, Secretaria Municipal

Na’Cole Thompson, Alcalde pro tempore



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Approval of the Option and Site Ground Lease Agreement by and between the City of Leander and Branch Towers VI, LLC to lease a portion of the property described by Williamson County Appraisal District Parcel R054296 and commonly known as 3850 US 183, Leander, Williamson County, Texas; providing for an upfront payment of \$2,000.00 upon lease execution, \$1,250.00 monthly rent plus 1.5% annual rental escalation, and \$300.00 monthly per carrier plus 1.5% annual rental escalation with an initial lease term of five (5) years with automatic renewal options for nine (9) additional five-year (5) terms; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On June 5, 2025, the City Council approved the Telecommunications Marketing and Master Ground Lease Agreement with Branch Communications, LLC (Branch). This partnership allows Branch to conduct marketing, leasing, development, and management of telecommunication facilities on City-owned properties for the purpose of Branch's construction of one (1) or more telecommunication facilities and leasing space on the tower(s) and ground to telecommunication service providers.

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

Branch has expressed interest in constructing a second telecommunications tower in Leander to be located on a portion of City-owned property at 3850 US 183. This Option and Site Ground Lease Agreement would approve the lease for a portion of the property to construct a telecommunications tower. Attached are proposed tower plans and descriptions of the project for reference. Following approval of the Option and Site Ground Lease Agreement, Branch will undergo an in-depth plan review and permitting process of their site development and construction plans with City of Leander Development Services.

The Option and Site Ground Lease Agreement for the 3850 US 183 location provides the City with an upfront payment of \$2,000.00 upon lease execution, \$1,250.00 monthly rent plus 1.5% annual rental escalation, and \$300.00 monthly per carrier plus 1.5% annual rental escalation. The initial lease term is five (5) years with automatic renewal options for nine (9) additional five-year (5) terms.

At the City Council meeting on October 2, 2025, the City Council approved the first Option and Site Ground Lease Agreement for a portion of the property of land located at 209 Kauffman Loop (Kauffman Loop Water Tower). The Option and Site Ground Lease Agreements for 209 Kauffman Loop and 3850 US 183 have identical lease and payment terms.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. Option and Site Ground Lease Agreement for 3850 US 183
2. Proposed Tower Plan (3850 US 183)
3. Proposed Preliminary Survey (3850 US 183)
4. Proposed Site Descriptions (3850 US 183)

OPTION AND SITE GROUND LEASE AGREEMENT

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

1. **Premises.** Subject to the terms of that certain Telecommunications Marketing and Master Ground Lease Agreement Lease Agreement by and between the Lessee and Lessor effective the June 6th, 2025, the terms of which are hereby incorporated by reference herein for all purposes and the following terms and conditions, Lessor leases to Lessee a portion of the real property (the "Property") described in the attached Exhibit A. Lessee's use of the Property shall be limited to that portion of the Property, together with easements for access and utilities, described and depicted in attached Exhibit B (collectively referred to as the "Premises"). The Premises are located on a portion of a Tract or Parcel of land identified as Tax Parcel ID: R 0 5 4 2 9 6 in Williamson County, State of Texas, and comprises approximately 2,500 square feet (50' x 50').

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

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

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

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

5. **Rent and Compensation**

a. **Rent.** Starting on the date that is 30 days after the Term Commencement Date and on the first day of every month thereafter, Lessee will pay rent in advance in equal monthly installments of One Thousand Two Hundred and Fifty-Dollars NO/Dollars 00 (\$1,250.00) ("**Rent**"). Rent for any partial months will be prorated based upon a 30-day month. On the anniversary of the commencement date and beginning with the second year of the initial term and each year thereafter, the Rental payments for each year shall be increased by one and one-half percent (1.5 %) over the annual rental payment for the immediately preceding year.

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

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

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

7. **Facilities; Utilities; Access**

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

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

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

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

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

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

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

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

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

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

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

11. **Condemnation.**

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

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

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

13. **Assignments and Subletting.**

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

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

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

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

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

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

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

<u>Lessor:</u>	<u>Lessee:</u>
<i>The City of Leander, Texas</i>	<i>Branch Towers VI, LLC</i>
	<i>7335 South Lewis Avenue</i>
<i>Attn: City Manager</i>	
<i>PO Box 319</i>	<i>Suite 300</i>
<i>Leander, TX 78646</i>	<i>Tulsa, OK 74136</i>

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

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

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

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

20. **Miscellaneous**

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

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

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

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

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

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

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

21. **Insurance and Indemnity.**

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

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

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

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

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

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

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

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

LESSOR:

By: _____

Name: _____

Title: _____

Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

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

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

(SEAL)

Notary Public in And for the State of Texas

Commission expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

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

By: Curtis R. Branch
Curtis R. Branch, President and CEO

Date: 10-28-25

LESSEE ACKNOWLEDGMENT

STATE OF OKLAHOMA

COUNTY OF TULSA

On this 28th day of October, 2025 before me the undersigned Notary Public, personally appeared Curtis R. Branch, President/CEO, Branch Towers VI, LLC, a Delaware limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

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

(SEAL)

Jill Robinson
Notary Public in and for the State of Oklahoma

Commission expires: 4-15-2029

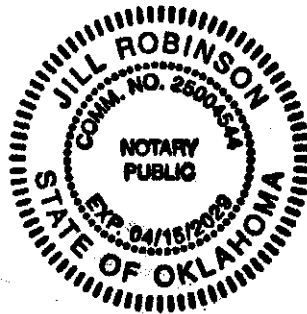


EXHIBIT A

LESSOR'S PROPERTY

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

BEING 0.21 of an acre of land situated in the William Mansil Survey, Abstract No. 437 in Williamson County, Texas; said land being a portion of the certain tract of land called Tract 17, 11.4 acres us conveyed to J.W. Small by deed as recorded in Volume 534, Page 89 of the Deed Records of Williamson County; surveyed on the ground in the month of May, 1983 under the supervision of Charles H. Steger, Registered Public Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin found in the West line of U.S. Highway No. 183 for the SE corner hereof; said point being N 23° 52' 30" E, 78.96 feet, from the most southerly corner of the 11.4-acre tract;

THENCE, along a curve to the left (Radius = 1086.29 feet, long chord bears N 19° 48' E, 75.51 feet) an arc distance of 75.53 feet to an iron pin found marking the N.E. corner hereof;

THENCE, N 60° 36' W, 67.58 feet, to an iron pin found and N 88° 31' W. 59.38 feet to an iron pin found in the East line of the Southern Pacific Railroad marking the N.W. Corner hereof;

THENCE, S 18° 50' E, 130.00 feet, with the said East line of the Southern Pacific Railroad, to an iron pin found marking the S.W. corner hereof; THENCE, N 71° 10' E, 53.56 feet to the place of BEGINNING and containing 0.21 of an acre of land.

EXHIBIT B

LEASED PREMISES

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

Branch Towers VI, LLC Lease Parcel

A certain 0.057 of an Acre Tract of land out of a called 0.21 of an Acre Tract, being out of the William Mansil Survey, Abstract No. 437, being the same land conveyed to The City of Leander, Texas from J.W. Small, as recorded in Volume 1816 Page 423, Official Records Williamson County Texas, being more particularly described by metes and bounds as follows;

Commencing at a found 1/2 inch rebar at the Southeast corner of said called 0.21 of an Acre Tract, said rebar being on the West Right of Way line of U.S. Highway Number 183;

Thence along said West Right of Way line and the East line of said called 0.21 of an Acre Tract and along a Curve to the Right, having a Radius of 1086.26 Feet, an Arc Length of 45.17 feet and a Chord which bears North 18°06'13"

East a distance of 45.17 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence leaving said West Right of Way line and across said called 0.21 of an Acre Tract the following 6 calls;

Thence North 63°02'35" West, a distance of 22.50 feet to a point and the Point of Beginning;

Thence South 26°57'25" West, a distance of 25.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence North 63°02'35" West, a distance of 50.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence North 26°57'25" East, a distance of 50.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence South 63°02'35" East, a distance of 50.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

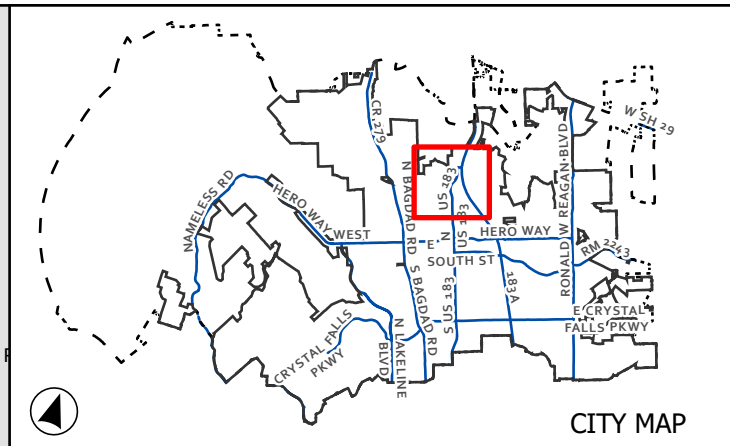
Thence South 26°57'25" West, a distance of 25.00 feet to the Point of Beginning, containing 2,500 Square Feet or 0.057 of an Acre.

EXHIBIT C
LOCATION MAP



Metrorai

R623667

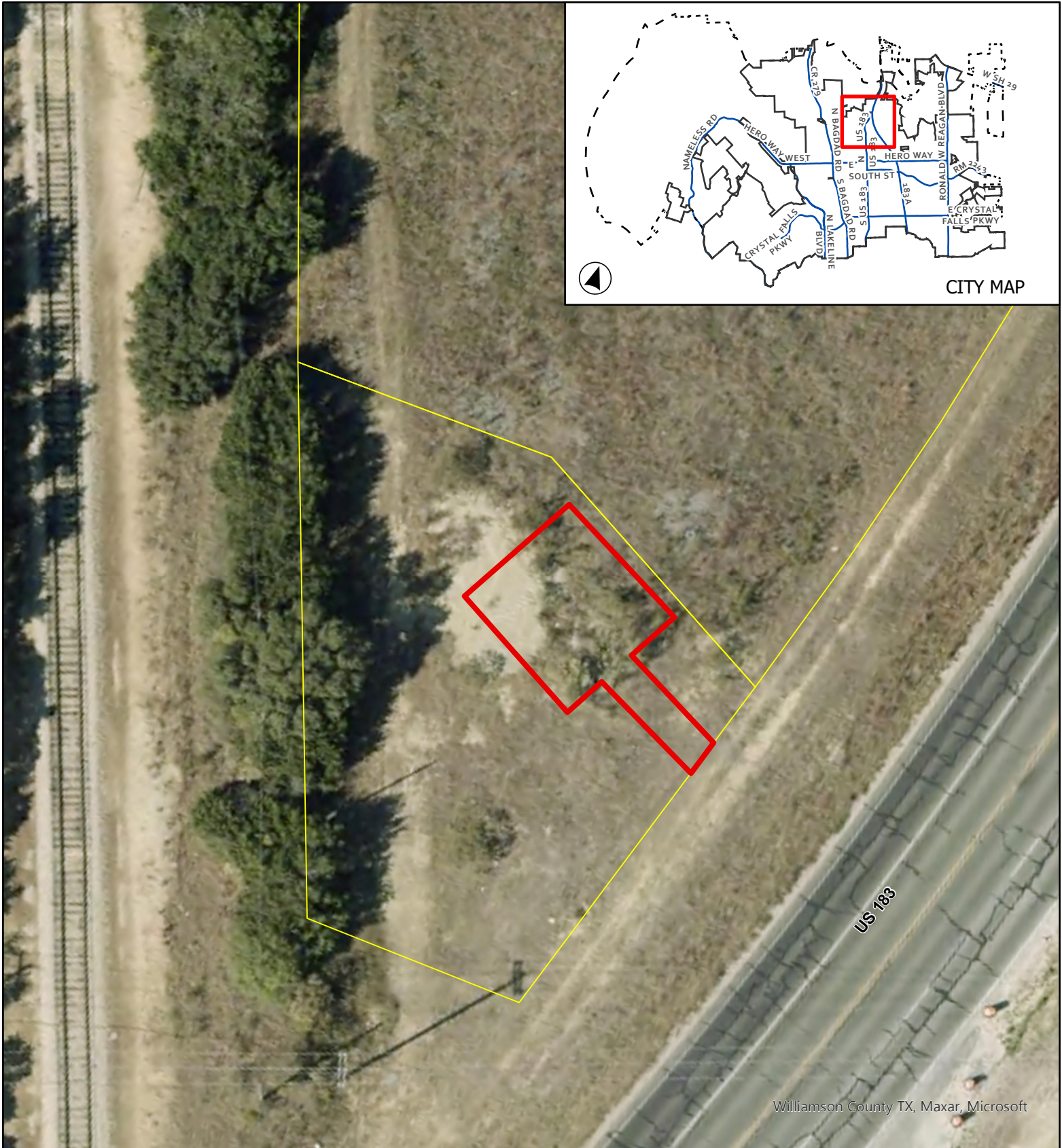


CITY MAP

BRANCH COMMUNICATIONS
ST. DAVIDS TX-0250

 Subject Boundary

A horizontal scale bar with a black segment from 0 to 30 and a white segment from 30 to 60. The word "Feet" is centered below the bar.

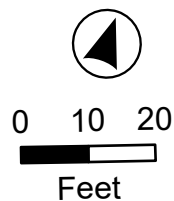


ATTACHMENT 3

Branch Communications
St. Davids TX-0250

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

EXHIBIT D

MEMORANDUM OF AGREEMENT

Prepared By and Return To:

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

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

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

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

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

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

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

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

LESSOR:

By: _____

Name: _____

Date: _____

LESSOR ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

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

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

(SEAL)

Notary Public in And for the State of Texas

Commission expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

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

BY: *C.R. Branch*
Curtis R. Branch, President and CEO

Date: 10-28-25

LESSEE ACKNOWLEDGMENT

STATE OF OKLAHOMA)

COUNTY OF TULSA)

On this 28th day of October, 2025 before me the undersigned Notary Public, personally appeared Curtis R. Branch, President/CEO, Branch Towers VI, LLC, a Delaware limited liability company, to me known to be the identical person who executed in the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, in the capacity and for the uses and purposes set forth therein.

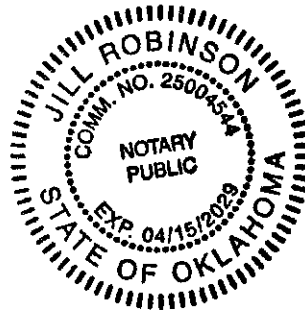
Given under my hand and seal the day and year first written above.

(SEAL)

Notary Public in and for the State of Oklahoma

Commission expires:

Jill Robinson
4-15-2029





1 AERIAL SITE PLAN
SCALE: N.T.S.



VENDOR:

T-Mobile

T-MOBILE
12920 SE 38TH STREET
BELLEVUE, WA 98006

Branch
BRANCH TOWERS VI, LLC

BRANCH TOWERS VI, LLC
2761 E SKELLY DRIVE, SUITE 100
TULSA, OKLAHOMA 74105
(918) 949-4551 X200

Branch
COMMUNICATIONS
A SOLUTIONS PROVIDER

BRANCH COMMUNICATIONS
2761 E SKELLY DRIVE, SUITE 100
TULSA, OKLAHOMA 74105
(918) 949-4551

PRODUCED BY:

Branch
ENGINEERING LLC.
A SOLUTIONS PROVIDER

BRANCH ENGINEERING
2761 E SKELLY DRIVE, SUITE 100
TULSA, OKLAHOMA 74105
(918) 949-4551

SITE NAME:
ST. DAVIDS

SITE NUMBER:
TX-0250

SITE ADDRESS:
3850 US 183
LEANDER, TEXAS

ENGINEER:

8/26/25

NO	DATE	DESCRIPTION	BY
A	8/28/25	SITE PLAN	JWM
SHEET TITLE: AERIAL SITE PLAN			
SHEET NUMBER: Z2		PROJECT #: TX-0250 BY: JWM	REVISION: sp

St Davids TX-0250 TMO NSB Monopole 250828 Rev A PCDs.dwg -- SheetZ3 -- User: james.mccoy -- Aug 28, 2025 -- 1:11pm

THESE DRAWINGS ARE NOT INTENDED TO REFLECT THE STRUCTURAL INTEGRITY OF THE TOWER. THE PROPOSED ANTENNAS AND TRANSMISSION LINES SHOWN ARE REPRESENTATIVE IN NATURE AND DO NOT REFLECT THE ACTUAL CONFIGURATIONS REQUIRED. THE CONTRACTOR SHALL REFER TO THE STRUCTURAL ANALYSIS OF THIS TOWER SITE FOR THE APPROVED LOCATION AND CONFIGURATION OF ALL ANTENNAS AND TRANSMISSION LINES. ALL ANTENNAS MUST BE MOUNTED AND THE TRANSMISSION LINES CONFIGURED IN STRICT ACCORDANCE WITH THE STRUCTURAL ANALYSIS. (TOWER BY OTHERS)

NOTES:
SUB-CONTRACTOR TO COMPLY WITH ALL FCC AND FAA REGULATIONS ON THIS PROJECT

NOTES:
THESE DRAWINGS HAVE BEEN PREPARED TO DEPICT PROPOSED OVERALL TOWER HEIGHT DIMENSION AND SHALL NOT BE USED FOR CONSTRUCTION CONTRACTOR TO VERIFY TRUE HEIGHT WITH TAPE DROP

TOP OF TOWER
ELEV. = 150'

FUTURE
ELEV. = XXX'

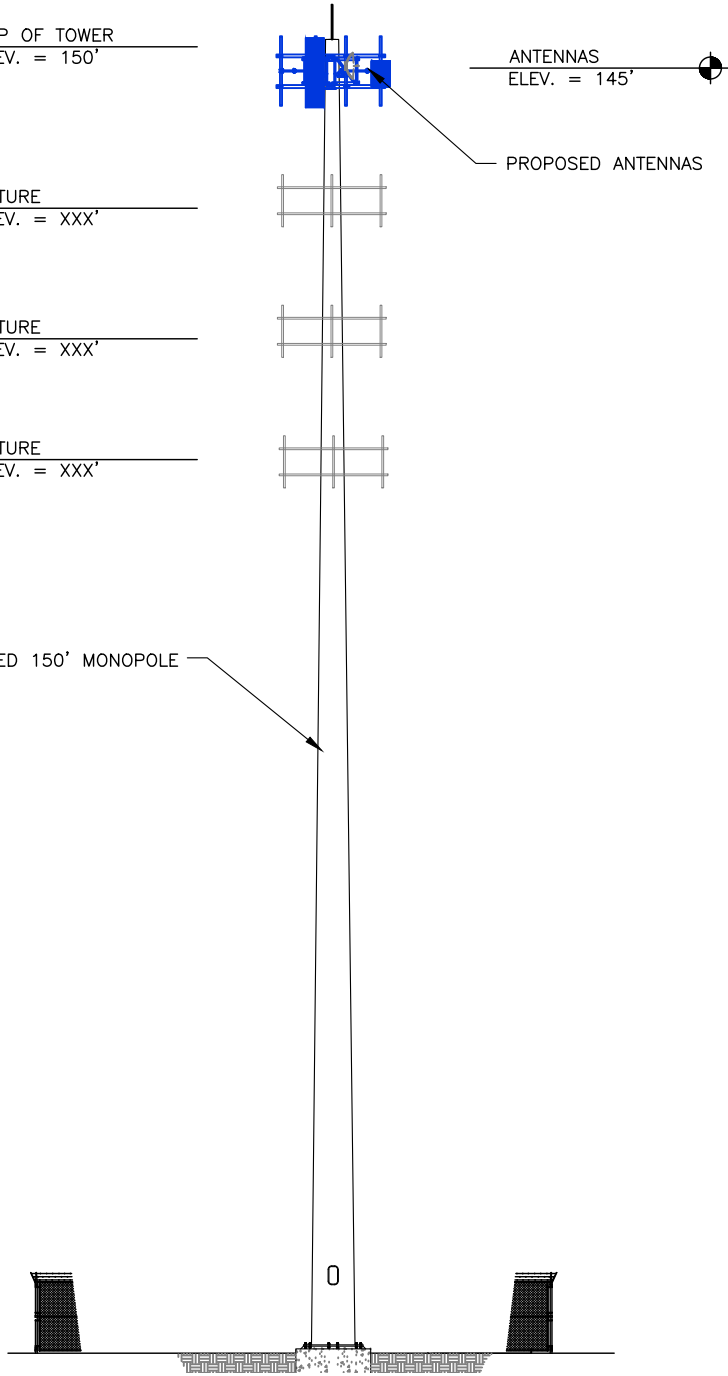
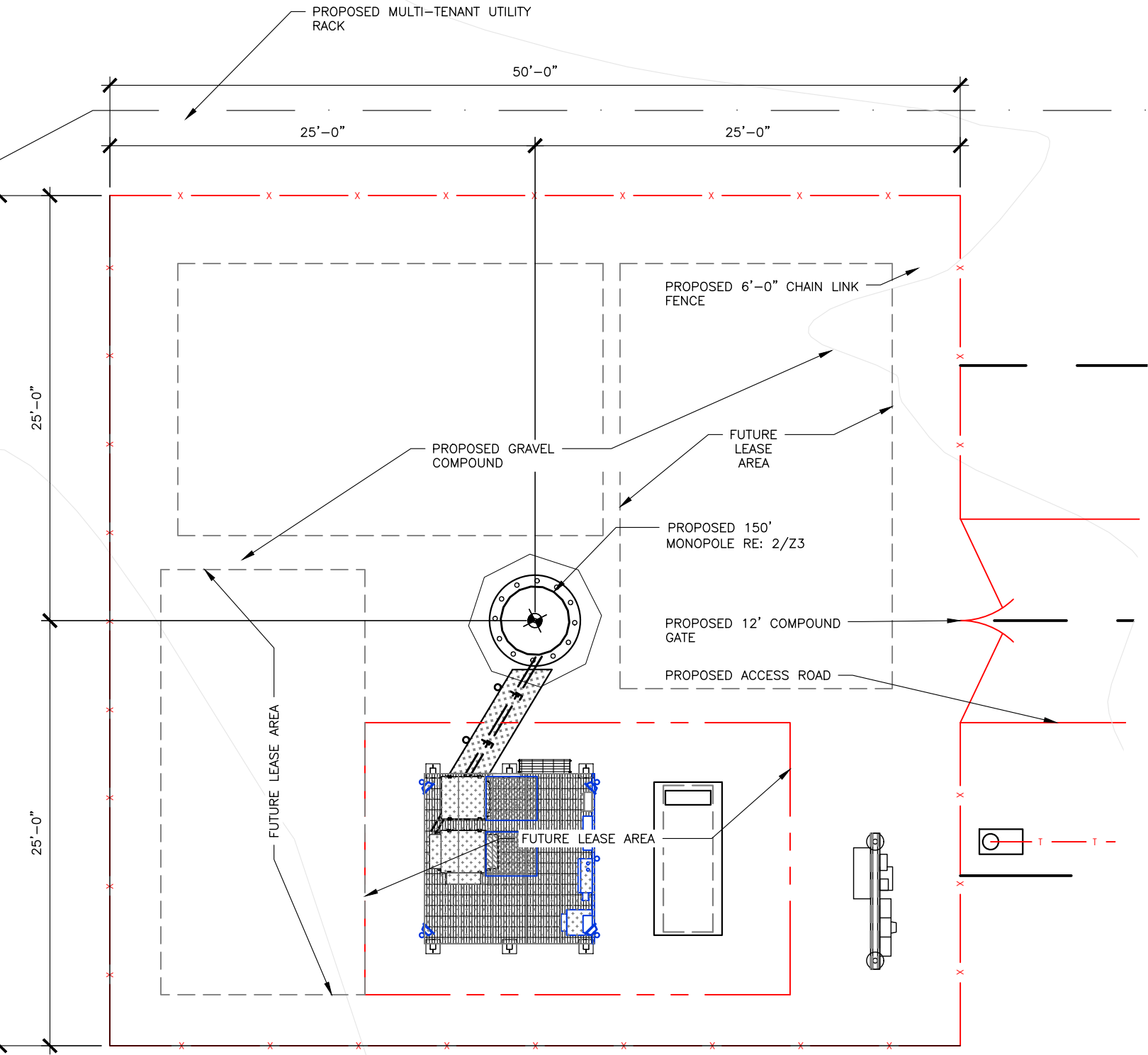
FUTURE
ELEV. = XXX'

FUTURE
ELEV. = XXX'

ANTENNAS
ELEV. = 145'

PROPOSED ANTENNAS

PROPOSED 150' MONOPOLE



1 SITE PLAN

SCALE: 0' 5' 10' 20' 30'



2 TOWER ELEVATION

SCALE: N.T.S.

VENDOR:

T-Mobile

T-MOBILE
12920 SE 38TH STREET
BELLEVUE, WA 98006

Branch

BRANCH TOWERS VI, LLC

BRANCH TOWERS VI, LLC
2761 E SKELLY DRIVE, SUITE 100
TULSA, OKLAHOMA 74105
(918) 949-4551 X200

Branch

A SOLUTIONS PROVIDER

BRANCH COMMUNICATIONS
2761 E SKELLY DRIVE, SUITE 100
TULSA, OKLAHOMA 74105
(918) 949-4551

PRODUCED BY:

Branch

A SOLUTIONS PROVIDER

BRANCH ENGINEERING
2761 E SKELLY DRIVE, SUITE 100
TULSA, OKLAHOMA 74105
(918) 949-4551

SITE NAME:
ST. DAVIDS

SITE NUMBER:
TX-0250

SITE ADDRESS:
3850 US 183
LEANDER, TEXAS

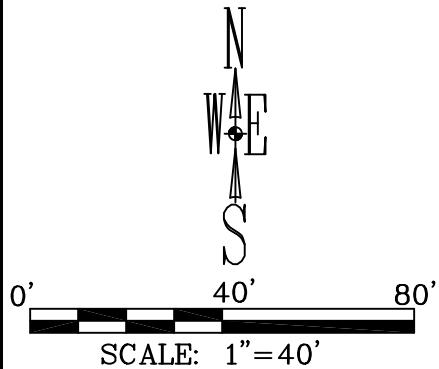
ENGINEER:

8/26/25

NO	DATE	DESCRIPTION	BY
A	8/28/25	SITE PLAN	JWM

SHEET TITLE: SITE PLAN AND TOWER ELEVATION		
SHEET NUMBER: Z3	PROJECT #: TX-0250 BY: JWM	REVISION: sp

SITE NAME: ST DAVID'S
SITE NUMBER: TX-0250



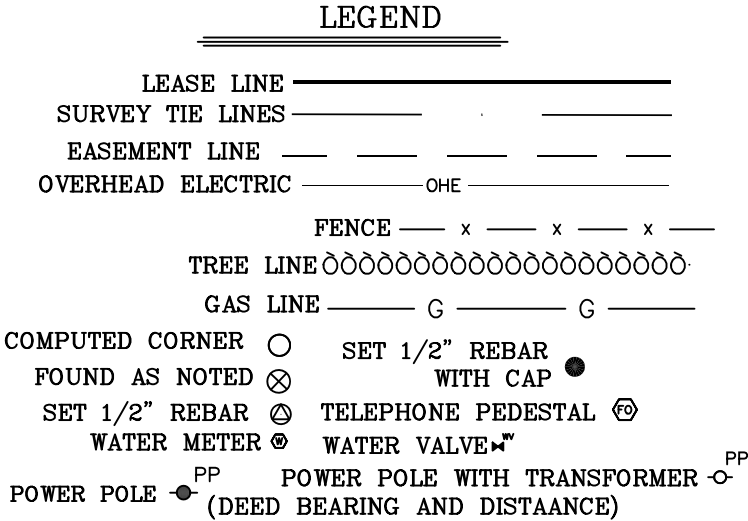
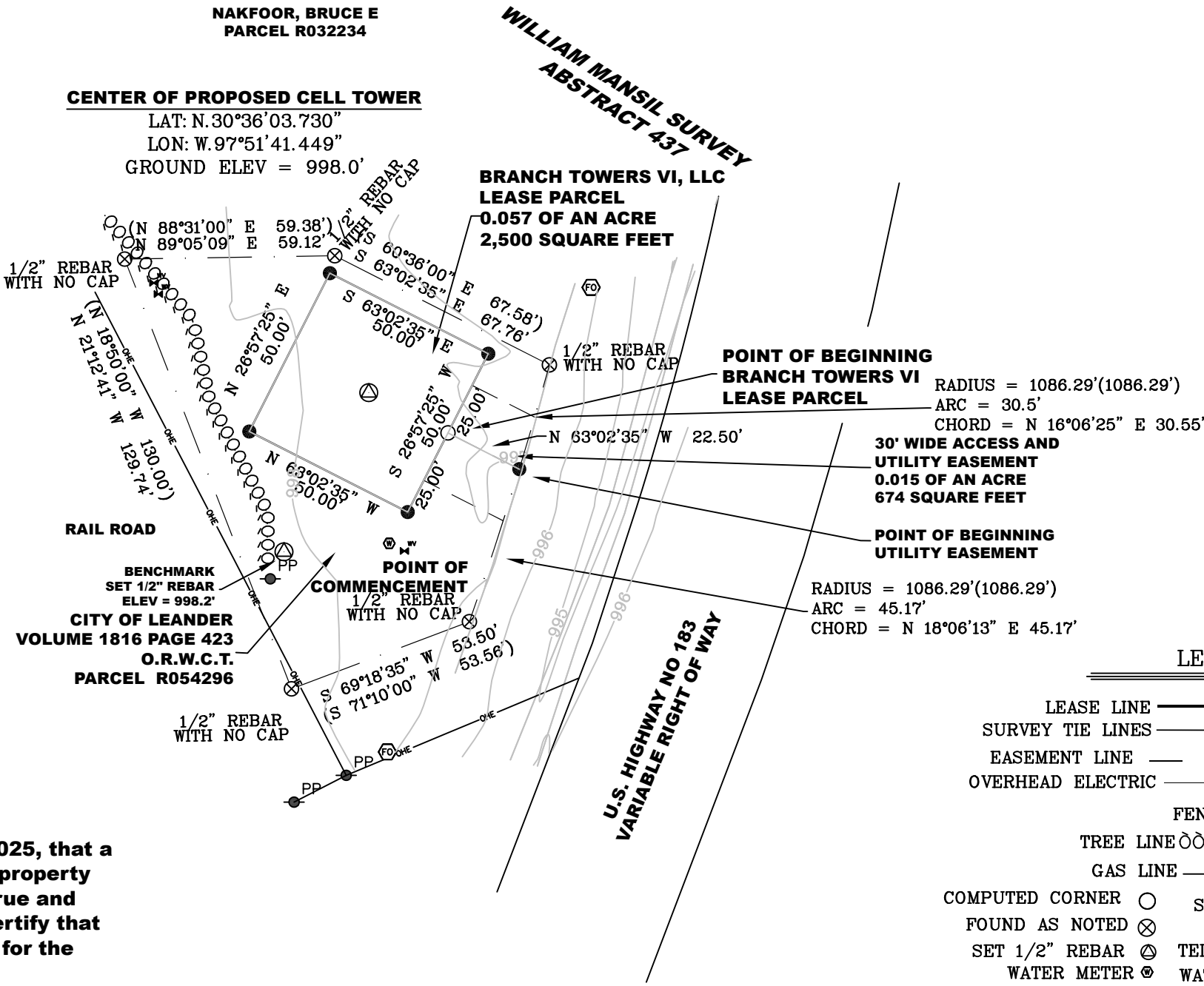
BASIS OF BEARINGS
STATE PLANE COORDINATES
TEXAS CENTRAL ZONE
NAD 83 (2011)
OPUS
LAT: N.30°36'03.730"
LON: W.97°51'41.449"
CONVERGENCE ANGLE:
N 01°39'28" W
DISTANCES ARE GRID

BASIS OF ELEVATIONS
OPUS

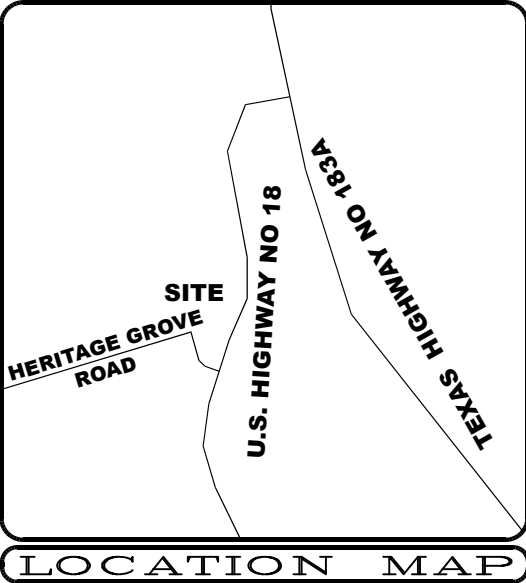
SITE ADDRESS
3850 US HIGHWAY 183
LEANDER, TEXAS 78641

FLOOD INFORMATION
THIS PROPERTY IS LOCATED
IN ZONE X AND IS NOT
LOCATED IN THE 100 YEAR
FLOOD PLAIN. ACCORDING TO
FEMA FLOOD INSURANCE
RATE MAPS 48491C0455F,
DATED 12/20/19

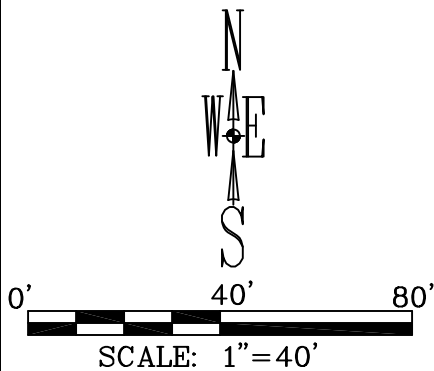
I, Brian Keen, hereby certify that on JULY 1, 2025, that a survey was made under my supervision of the property described above and that the above plat is a true and correct representation of said survey. I also certify that this plat meets the Texas Minimum Standards for the practice of Land Surveying.



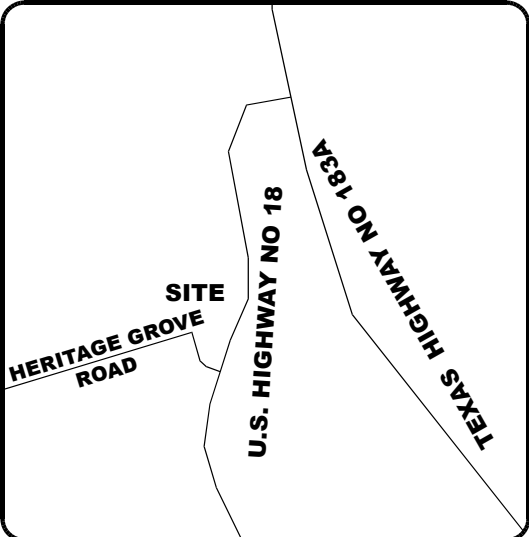
P.R.W.C.T. PLAT RECORDS WILLIAMSON COUNTY TEXAS
R.P.R.W.C.T. REAL PROPERTY RECORDS WILLIAMSON COUNTY TEXAS
D.R.W.C.T. DEED RECORDS WILLIAMSON COUNTY TEXAS



MAP PREPARED FOR:	
BRANCH TOWERS VI, LLC	
COA #10194183	
PAGE 1 OF 2	
KEEN SURVEYING, LLC	
203 SOUTH MAIN STREET P.O. BOX 243	
SALEM, ARKANSAS 72576	
TEL (870) 885-3600 FAX (870) 885-3614	
EMAIL: BRIAN@KEENSURVEYING.COM	
WWW.KEENSURVEYING.COM	
DATE: 7/10/25	SCALE: 1" = 40'
DRAWN BY: B. KEEN	CHECKED BY: B. KEEN
JOB #1354-341	



SITE NAME: ST DAVID'S
SITE NUMBER: TX-0250



LOCATION MAP

Parent Parcel

BEING 0.21 of an acre of land situated in the William Mansil Survey, Abstract No. 437 in Williamson County, Texas; said land being a portion of the certain tract of land called Tract 17, 11.4 acres us conveyed to J.W. Small by deed as recorded in Volume 534, Page 89 of the Deed Records of Williamson County; surveyed on the ground in the month of May, 1983 under the supervision of Charles H. Steger, Registered Public Surveyor, and being more particularly described as follows:

BEGINNING at an iron pin found in the West line of U.S. Highway No. 183 for the SE corner hereof; said point being N 23° 52’ 30” E, 78.96 feet, from the most southerly corner of the 11.4–acre tract;

THENCE, along a curve to the left (Radius = 1086.29 feet, long chord bears N 19° 48’ E, 75.51 feet) an arc distance of 75.53 feet to an iron pin found marking the N.E. corner hereof;

THENCE, N 60° 36’ W, 67.58 feet, to an iron pin found and N 88° 31’ W. 59.38 feet to an iron pin found in the East line of the Southern Pacific Railroad marking the N.W. Corner hereof;

THENCE, S 18° 50’ E, 130.00 feet, with the said East line of the Southern Pacific Railroad, to an iron pin found marking the S.W. corner hereof; THENCE, N 71° 10’ E, 53.56 feet to the place of BEGINNING and containing 0.21 of an acre of land.

Branch Towers VI, LLC Lease Parcel

A certain 0.057 of an Acre Tract of land out of a called 0.21 of an Acre Tract, being out of the William Mansil Survey, Abstract No. 437, being the same land conveyed to The City of Leander, Texas from J.W. Small, as recorded in Volume 1816 Page 423, Official Records Williamson County Texas, being more particularly described by metes and bounds as follows; Commencing at a found 1/2 inch rebar at the Southeast corner of said called 0.21 of an Acre Tract, said rebar being on the West Right of Way line of U.S. Highway Number 183; Thence along said West Right of Way line and the East line of said called 0.21 of an Acre Tract and along a Curve to the Right, having a Radius of 1086.26 Feet, an Arc Length of 45.17 feet and a Chord which bears North 18°06’13” East a distance of 45.17 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence leaving said West Right of Way line and across said called 0.21 of an Acre Tract the following 6 calls;

Thence North 63°02’35” West, a distance of 22.50 feet to a point and the Point of Beginning;

Thence South 26°57’25” West, a distance of 25.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence North 63°02’35” West, a distance of 50.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence North 26°57’25” East, a distance of 50.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence South 63°02’35” East, a distance of 50.00 feet to a set 1/2 inch rebar with id cap KEEN 6588;

Thence South 26°57’25” West, a distance of 25.00 feet to the Point of Beginning, containing 2,500 Square Feet or 0.057 of an Acre.

30 Foot Wide Access and Utility Easement

A certain 0.015 of an Acre Tract of land out of a called 0.21 of an Acre Tract, being out of the William Mansil Survey, Abstract No. 437, being the same land conveyed to The City of Leander, Texas from J.W. Small, as recorded in Volume 1816 Page 423, Official Records Williamson County Texas, being more particularly described by metes and bounds as follows;

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Thence North 63°02’35” West, leaving said West Right of Way line and across said called 0.21 of an Acre Tract, a distance of 22.50 feet to a point and the Point of Termination, containing 674 Square Feet or 0.015 of an Acre.

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

KEEN SURVEYING, LLC
203 SOUTH MAIN STREET P.O. BOX 243
SALEM, ARKANSAS 72576
TEL. (870) 886-3800 FAX (870) 886-3814
EMAIL: BRIAN@KEENSURVEYING.COM
WWW.KEENSURVEYING.COM

DATE: 7/10/25
SCALE: 1"= 40'
DRAWN BY: B.KEEN
CHECKED BY: B.KEEN
JOB #1354.341



1-A Certification

For: Branch Towers VI, LLC
Site Name: St David's
Site Number: TX-0250

NAD 83

Latitude: N. 30° 36' 03.730"

Longitude: W. 97° 51' 41.449"

NAVD 88

Ground Elevation: 998.0 feet

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

20'± horizontal

3'± vertical



Registered Professional Land Surveyor



Brian Keen

Registration #6588

State of Registration: Texas

Date: July 10, 2025



Parent Parcel

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Brian Keen, RPLS 6588
COA #10194183



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Approval of a Resolution authorizing the City Manager to execute a cooperative purchasing agreement with U.S. General Services Administration (GSA) for the purchase of goods and services; and providing for an effective date.

BACKGROUND:

Former President Harry Truman established GSA on July 1, 1949, to streamline the administrative work of the federal government. GSA consolidated the National Archives Establishment, the Federal Works Agency, the Public Buildings Administration, the Bureau of Federal Supply, the Office of Contract Settlement, and the War Assets Administration into one federal agency tasked with administering supplies and providing workplaces for federal employees.

GSA's original mission was to dispose of war surplus goods, manage and store government records, handle emergency preparedness, and stockpile strategic supplies for wartime. GSA also regulated the sale of various office supplies to federal agencies. Today, GSA's mission has evolved to provide stewardship of the way the government uses and provides real estate, acquisition services, and technology. GSA facilitates compliance with state bidding requirements to identify vendors of commodities, goods and services, to relieve the burdens of governmental purchasing functions, and to realize the various potential savings, including administrative cost savings. As an acquisition and procurement arm of the federal government, GSA provides procurement contracts including, but not limited to, construction-related materials, hardware and tools, office supplies, furniture and furnishings, office management products, vehicle purchasing, vehicle leasing, and E-Gov travel service.

When local governments purchase goods or services, they have three (3) options in order to complete those purchases: requesting invitations to bid; soliciting requests for proposals; or by utilizing the cooperative purchasing program established by the State of Texas. A Cooperative Purchasing Agreement with GSA permits the City to utilize the cooperative organization's current and/or future contracts for goods and services without having to seek competitive bids.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Resolution GSA Cooperative Purchasing Program

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS,
AUTHORIZING THE CITY MANAGER TO EXECUTE A
COOPERATIVE PURCHASING AGREEMENT WITH U.S.
GENERAL SERVICES ADMINISTRATION (GSA) FOR THE
PURCHASE OF GOODS AND SERVICES; AND PROVIDING FOR
AN EFFECTIVE DATE.**

WHEREAS, GSA makes available to municipal governments the services of successful contracts based on a cooperative agreement; and

WHEREAS, GSA serves as the acquisition and procurement arm of the federal government, offering equipment, supplies, telecommunications, and integrated information technology solutions to federal agencies so that the agencies can focus on doing what they do best — serving the public; and

WHEREAS, Chapter 271 of the Texas Government Code, as amended, provides authorization for local governments to enter into agreements with cooperatives purchasing programs; and

WHEREAS, the City Council finds it to be in the best interest of the citizens of Leander;

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

SECTION 1: The City Manager is hereby authorized to purchase goods and services utilizing the GSA cooperative purchasing program including but not limited to construction-related materials, hardware and tools, office supplies, furniture and furnishings, office management products, vehicle purchasing, vehicle leasing, and E-Gov travel service.

SECTION 2: This Resolution shall take effect immediately from and after its passage and it is accordingly resolved.

DULY ORDERED by the City Council of the City of Leander, Texas, this the 6 day of November, 2025.

ATTEST:

APPROVED:

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor Pro Tem



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Approval of a Resolution amending authorized representatives to the Texas Local Government Investment Pool, "TexPool/TexPool Prime", a public funds investment pool.

BACKGROUND:

With the recent changes in the finance department, it is necessary to update the list of authorized representatives for our financial accounts with TexPool. The Texas Local Government Investment Pool, "TexPool / Texpool Prime", is a public funds investment pool, overseen by the Texas Comptroller's Office and created on behalf of entities whose investment objectives are in accordance with the Texas Public Funds Investment Act.

Authorized representatives on the list are City Manager Todd Parton, Chief Financial Officer Otis Williams, and Accounting Manager Yadira Sanchez Ortiz.

The City utilizes various accounts at TexPool as an additional investment vehicle to increase interest earnings above what our bank depository can pay. Funds move back and forth between our TexPool accounts and Frost Bank as necessary.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommend approval

PRESENTER:

Otis Williams, Chief Financial Officer

Fiscal Impact

Attachments:

1. Resolution amending TEXPOOL representatives 10.22.25



Resolution Amending Authorized Representatives

Please complete this form to amend or designate Authorized Representatives. *This document supersedes all prior Authorized Representative forms.*

* Required Fields

1. Resolution

WHEREAS,

CITY OF LEANDER, TEXAS

78388

Participant Name*

Location Number*

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool Prime and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by two remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool Prime account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representative(s) of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1.

OTIS WILLIAMS

CHIEF FINANCIAL OFFICER

5125282734

OWILLIAMS@LEANDERTX.GOV

Signature

2.

YADIRA SANCHEZ ORTIZ

ACCOUNTING MANAGER

5125282705

YSANCHEZ@LEANDERTX.GOV

Signature

3.

TODD PARTON

CITY MANAGER

5125282702

TPARTON@LEANDERTX.GOV

Signature

1. Resolution (continued)

4.
Name Title

Phone Fax Email

Signature

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. *This limited representative cannot perform transactions.* If the Participant desires to designate a representative with inquiry rights only, complete the following information.

Name Title

Phone Fax Email

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the day of , 20.

Note: Document is to be signed by your Board President, Mayor or County Judge and attested by your Board Secretary, City Secretary or County Clerk.

Name of Participant*

SIGNED

Signature*

Printed Name*

Title*

ATTEST

Signature*

Printed Name*

Title*

2. Delivery Instructions

Please return this document to **TexPool Participant Services:**

Email: texpool@dstsystems.com

Fax: 866-839-3291



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Acceptance of public infrastructure improvements associated with Subdivison Case 21-PICP-022 Crystal Village Phase 2 for streets, drainage, water, and wastewater.

BACKGROUND:

Approximately \$1,391,168.64 in required public infrastructure improvements for Crystal Village Phase 2 have been installed, inspected, and are substantially completed. The extension of public infrastructure in accordance with City ordinance and master plans will provide additional sales revenue and promote future development in the area. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two-year (2-year) term maintenance bond. Crystal Village Phase 2 consists of 23.568 acres including two (2) blocks and five (5) lots.

Upon City Council acceptance, the two-year (2-year) maintenance bond will commence on November 6, 2025, providing warranty and maintenance coverage for the public infrastructure improvements through November 6, 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 two-year (2-year) 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:

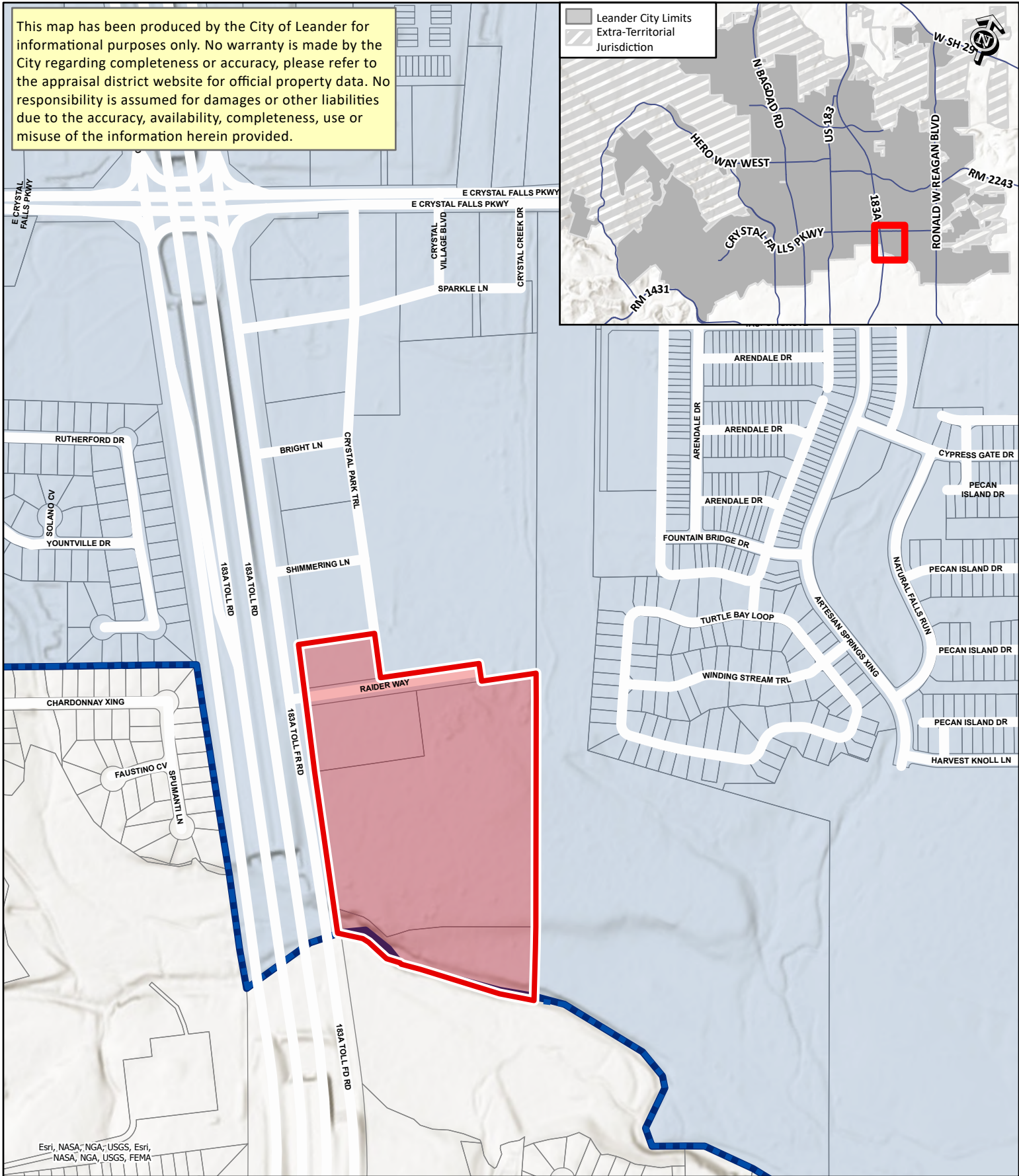
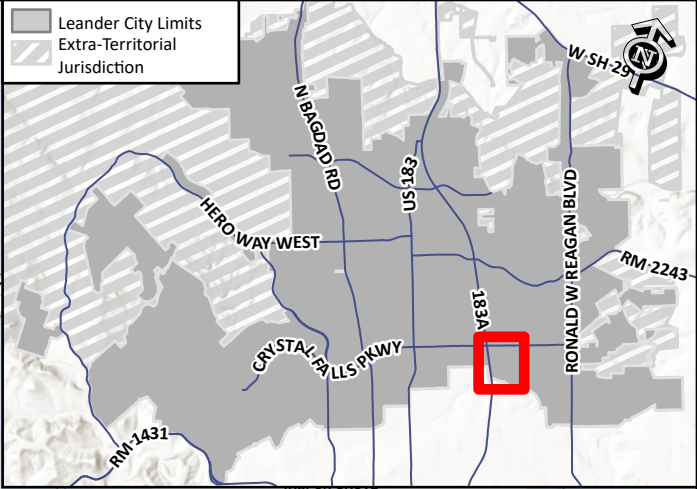
Emily Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

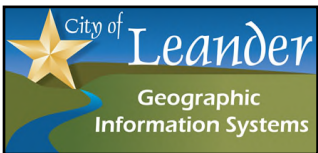
1. Crystal Village Phase 2 Acceptance

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

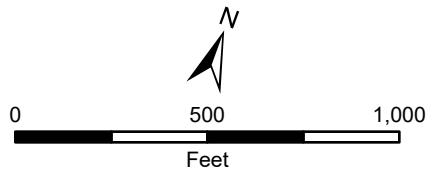


SUBDIVISION ACCEPTANCE

Crystal Village Ph 2 - 21-PICP-022



- City Limits
- Accepted Subdivision



Engineer's Concurrence for Project Acceptance

Project: CRYSTAL VILLAGE PHASE 2 Date: 07/21/2023

City of Leander Issued Permit Number: 21-PICP-022

Owner's Name & Address

PREMAS GLOBAL LEANDER I, LLC
3800 CENTERPOINT DR, STE. 501
ANCHORAGE, AK 99503

Consultant Engineer's Name & Address

BRADLEY WILKINS
10814 JOLLYVILLE RD CAMUS IV STE. 200
AUSTIN, TX 78759

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

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

Bradley Wilkins

Signature

BRADLEY WILKINS

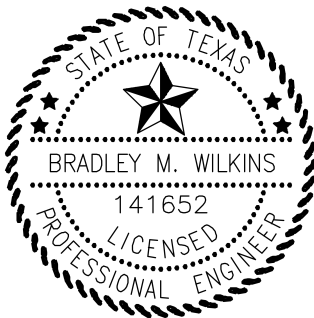
Typed Name

KIMLEY-HORN & ASSOCIATES INC.

Engineering Firm Name

928

Registered Engineering Firm Number



(SEAL)

February 20, 2023

OWNER:

Premas Global Leander I, LLC
c/o Ronald W. Unger
3800 Centerpoint Drive, Ste. 502
Anchorage, AK 99503

PROJECT:

Crystal Village -Phase 2

10744 E. Crystal Falls Pkwy. Leander, TX 78641
Contour Project No: 23-019



REGISTERED ACCESSIBILITY SPECIALIST:

Elaine Andersen, RAS #1284
Co-Founder

INSPECTION COMPLETED – NO VIOLATIONS

To Whom It May Concern:

This report presents the findings of the on-site inspection for the **Crystal Village – Phase 2** Project for compliance with the Texas Accessibility Standards. This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. An inspection of the site was conducted on February 20, 2023 which included the review of sidewalks, curb ramps and associated crosswalks within the phase.

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

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

If you have any questions, contact Elaine Andersen at (512) 415-6000 or Elaine@Contour-Collective.com.

Sincerely,

Handwritten signature of Elaine Andersen in cursive script.

Elaine Andersen, RAS #1284

MAINTENANCE BOND
Subdivision Improvements
Bond Number: 2331932

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Liberty Civil Construction, LLC
as Principal, whose address is 2937 Hero Way, Leander, TX 78641 and
Swiss Re Corporate Solutions America Insurance Corporation a Corporation organized under the
laws of the State of Missouri, 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 One Hundred Thirty-nine Thousand One Hundred Sixteen & 87/100
(\$ 139,116.87) 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 Crystal Village Phase 2 Public Improvements Construction Plans Project #21-PICP-022
(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.

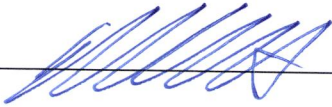
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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 6th day of June, 2024.

Liberty Civil Construction, LLC

Principal

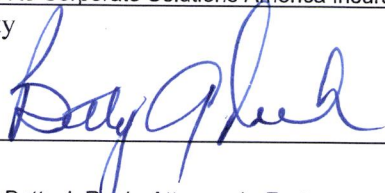
By: 

Title: Michael Ehrhardt, President

Address: 2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Insurance Corporation
Surety

By: 

Title: Betty J. Reeh, Attorney-in-Fact

Address: 1200 Main St., Suite 800

Kansas City, MO 64105

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

Acrisure Texas Risk Advisors & Insurance Services, LLC

32335 US Highway 281 S, Suite 1201, Bulverde, TX 78163

(Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,

ANA OWENS, PATRICK COYLE, PATRICIA ANN LYTLE, AND MICHAEL D. HENDRICKSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 10th day of June, 20 24

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

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

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

June 5, 2024
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn,

The following is the information as applicable to the Final Cost and Quantities, and Inspection Fee Settle Up of the Crystal Village Phase 2 Public Improvement Construction Plans Project #21-PICP-022 of this "project".

Name on Approved Construction Documents: Crystal Village Phase 2 Public Improvement Construction Plans Project #21-PICP-022

Name on Bank Bond for Fiscal Posting: _____

Final Cost and Quantities:

Costs Categories	Totals
Streets	\$609,115.55
Stormwater/Drainage	\$336,823.00
Water	\$173,097.12
Wastewater	\$81,163.71
Streetlights	\$70,928.49
Landscape Improvements	\$120,040.77

Total = **\$1,271,127.87**

Total Improvements =	\$1,391,168.64
Maintenance Bond (10%) =	\$139,116.87

*Note that this total differs from the final pay application from the contractor as it excludes bonds and items that were not part of Crystal Village Phase 2 Public Improvement Construction Plans Project #21-PICP-022. The inspection fee receipt is also included for reference.

Inspection fee settle up:

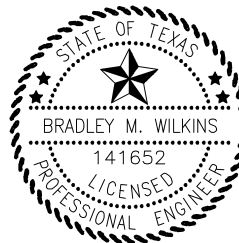
Total Improvements =	\$ 1,391,168.64
Currently Paid Inspection Fees =	\$ 26,733.76
Inspection Fees (3.5%) =	\$ 48,690.90
Insp. Fee to be paid by developer =	\$ 21,957.14

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

Sincerely,



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



Attachments: Final Costs & Quantities; Pay Application for Crystal Village Phase 2 Public Improvement Construction Plans Project #21-PICP-022

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Crystal Village Phase 2

Job No. 22075

On receipt by the signer of this document of a check from Premas Global Leander 1, LLC. (maker of check) in the sum of \$ 161,465.40 payable to Liberty Civil Construction, LLC (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Premas Global Leander 1, LLC. (owner) located at Leander, Tx (location) to the following extent: Street/Utility Improvements (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Premas Global Leander 1, LLC. (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

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

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

Date 03/24/2023

Liberty Civil Construction, LLC. (Company name)

By [Signature] (Signature)

President (Title)

SUBSCRIBED AND WORN TO BEFORE ME this the 24 day of March, 2023.

[Signature]
NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: 03/04/2024



STACY SMALL
Notary Public, State of Texas
Comm. Expires 03-04-2024
Notary ID 11068934

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

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: January 19, 2023

Developer: Premas Global Leander 1, LLC.

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

Project: **Crystal Village Phase 2 Public Improvements Construction
Plans Project (21-PICP-022)**

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

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

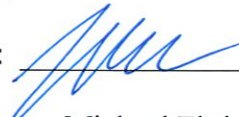
Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were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

Initialed: 

PAGE 1 of 2

SUBSCRIBED AND SWORN TO BY Affiant on this 19 day of January, 2023.

AFFIANT:

Signature: 

Typed Name: Michael Ehrhardt

Title: President

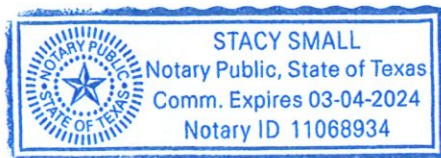
STATE OF TEXAS ,

COUNTY OF WILLIAMSON ,

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of January, 2023.

[S E A L]




Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2024

Initialed: 



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Acceptance of public infrastructure improvements associated with Subdivision Case PICP-24-0114 Travisso Phase 5 Sections 4 and 5 for streets, drainage, water, reclaimed water, and wastewater.

BACKGROUND:

Approximately \$4,036,254.00 in required public infrastructure improvements for Travisso Phase 5 Sections 4 and 5 have been installed, inspected, and are substantially completed. The completed public infrastructure will provide the legal subdivision of the property with access to City provided public services like – transportation, water, wastewater for orderly, safe and healthful development to promote health, safety and general welfare of the property. In addition, the reclaimed water will be utilized for irrigation in the common areas of the subdivision in support of the City's water conservation efforts.

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. This area consists of 52.181 acres with 145 lots.

Upon City Council acceptance, the two-year (2-year) maintenance bond will commence on November 6, 2025, providing warranty and maintenance coverage for the public infrastructure improvements through November 6, 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 two-year (2-year) 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:

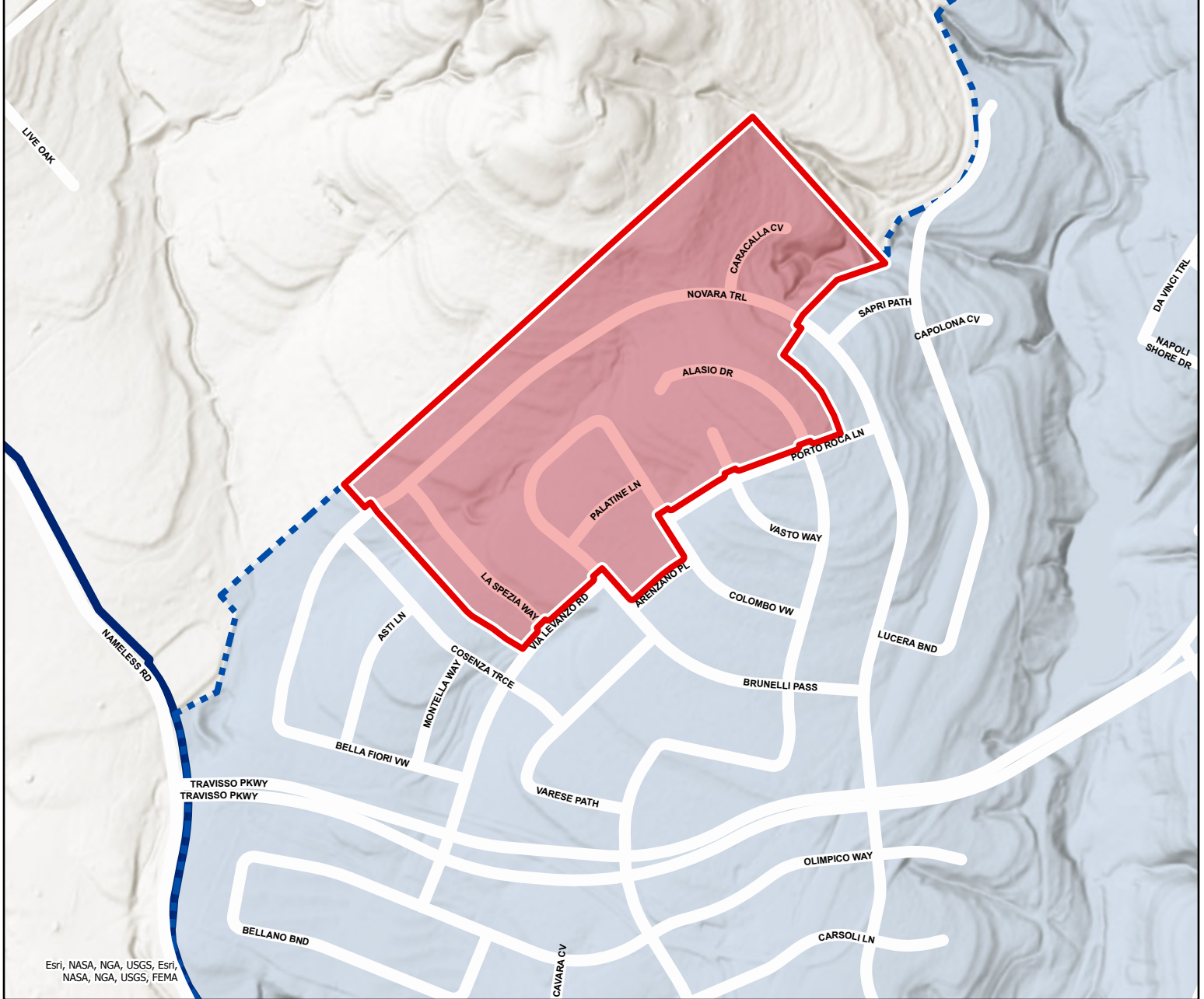
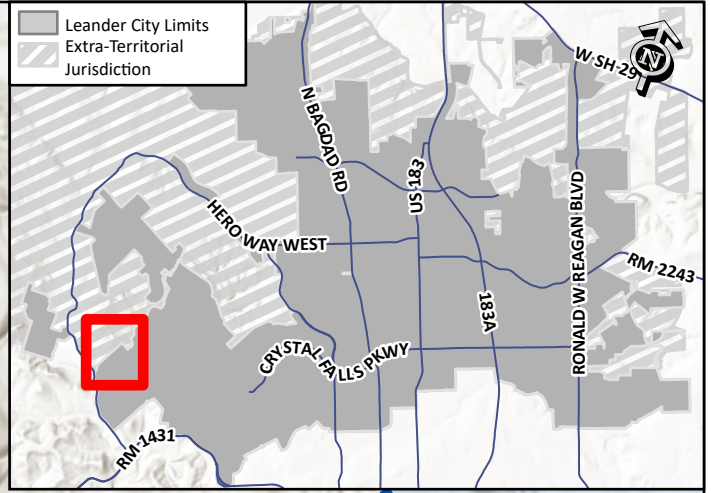
Emily Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

Attachments:

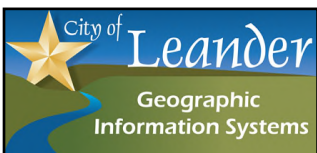
1. Travisso Ph 5 Sec 4 & 5 Acceptance

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

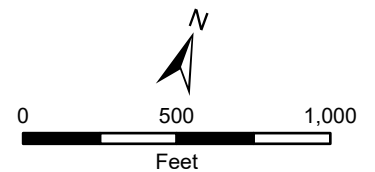


SUBDIVISION ACCEPTANCE

Travisso Ph 5, Sec 4 & Sec 5 - PICP-24-0114



-  City Limits
-  Accepted Subdivision



Engineer's Concurrence for Project Acceptance

Project: Travisso Phase 5, Sections 4 & 5

Date: 9/17/25

City of Leander Issued Permit Number: PICP-24-0114

Owner's Name & Address

Brad Garner, Travisso, LTD.

9601 Amberglen Blvd. Suite 200

Austin, TX 78729

Consultant Engineer's Name & Address

Michael Fisher P.E. , Pape-Dawson Consulting Engineers, LLC.

10801 North Mopac Expressway

Building 3 - Suite 200 Austin, TX 78759

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

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

*Closeout processes will be completed with LCRA and Travis County MUD 19. Due to the extended length and specific requirements of closeout procedures with each of these entities, City of Leander Final Acceptance shall be completed first.



Signature

Michael Fisher, P.E.

Typed Name

Pape-Dawson Consulting Engineers, LLC.

Engineering Firm Name

470

Registered Engineering Firm Number



August 21, 2025

Brad Garner
Travisso, Ltd.
3937 Veneto Circle
Leander, Texas 78641

TDLR Project Number: TABS2024010199

PROJECT:

Travisso Phase 5, Sections 4 & 5
Novara Trail
Leander, TX 78641

INSPECTION COMPLETED – NO VIOLATIONS

Dear Brad:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

The inspection results will be forwarded to the Texas Department of Licensing and Regulation for issuance of the final approval letter. For newly constructed buildings and facilities, the Department will provide a Notice of Substantial Compliance (Certificate) to the owner upon receipt of a completed Notice of Substantial Compliance Request Form.

This determination is applicable only to ensuring compliance with Texas Government Code, Chapter 469 and does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other federal, state, or local requirement. For information on the ADA, call the ADA Hotline, (800) 949-4232 or the United States Department of Justice at (202) 514-0301.

Please reference the TABS number in all future correspondence pertaining to this project.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jesús Lardizábal'.

Jesús Lardizábal, RAS #1051

cc: Pape-Dawson



Inspection Report

Article 9102, T.C.S.

Texas Accessibility Standards (TAS)

Inspection Date: August 20, 2025

TDLR Project Number: TABS2024010199

RAS: Jesús Lardizábal (License #1051)

Altura Project No: 24-010

PROJECT INFORMATION

Travisso Phase 5, Sections 4 & 5

Novara Trail

Leander, TX 78641

Description: Construction of pedestrian ramps and 4' sidewalk for two (2) sections of single-family residential subdivision.

Standards: Inspection based on the Texas Accessibility Standards (TAS) and Administrative Rule 68.102 and the Public Right-of-Way Accessibility Guidelines (PROWAG).

Scope: The scope of the project includes the requirements for TAS 201.1 and Elimination of Architectural Barriers Administrative Rules 68.102 Public Right-of-Way Projects.

OWNER INFORMATION

Brad Garner

Travisso, Ltd.

3937 Veneto Circle

Leander, Texas 78641

The following report identifies deficiencies with the TAS, the Administrative Rule 68.102, and the Public Right-of-Way Accessibility Guidelines (PROWAG).

No violations of the PROWAG were found.

REPORT COMMENTS

1. The scope of this report is limited to an inspection for compliance with the Texas Accessibility Standards (TAS) via the Administrative Rule 68.102 and the Public Right-of-Way Accessibility Guidelines (PROWAG). This report excludes a review for compliance with other accessibility requirements such as the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and the 2010 Standards for Accessible Design.
2. The scope of the report excludes an inspection for compliance with building code requirements such as the International Building Code (IBC).
3. The report does not cover any elements or spaces which are not subject to the PROWAG. The report does not cover any elements or spaces that are outside of the scope of work of this project or outside of the property line as indicated by the construction documents.
4. Contact Jesús Lardizábal at (512) 410-7059 or at jel@alturalp.com with any questions or comments.

-END OF REPORT

MAINTENANCE BOND
Subdivision Improvements

Bond No. 487590N

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JL Gray Construction, Inc.
as Principal, whose address is 410 Fannin Avenue, Round Rock, TX 78664 and
Westfield Insurance Company a Corporation organized under the
laws of the State of Ohio, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Four Hundred Three Thousand Six Hundred Twenty Five And 40/100 Dollars (\$403,625.40)
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 5, Sections 4 & 5 Public
Improvement Construction Plans (PICP-24-0114) (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 25th day of August, 2025.

JL Gray Construction, Inc.
Principal

By: 

Title: _____

Address: 410 Fannin Avenue

Round Rock, TX 78664

Westfield Insurance Company
Surety

By: 
Jack Nottingham

Title: Attorney-in-Fact

Address: 2255 Ridge Road, Ste 333

Rockwall, TX 75087

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

Jack Nottingham

2255 Ridge Road, Ste 333, Rockwall, TX 75087

(Seal)

General
Power
of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

TONY FIERRO, JOHNNY MOSS, JAY JORDAN, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JAROD JAGGERS, CALEB HALE, RYAN COX, JOINTLY OR SEVERALLY

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

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

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

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

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

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio
County of Medina ss.:

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

Notarial
Seal
Affixed



State of Ohio
County of Medina ss.:


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

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **25th** day of **August** A.D., **2025**




Frank A. Carrino, Secretary

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

7. PREMIUM OR CLAIM DISPUTES:

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

8. ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

August 21, 2025

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

RE: Travisso Phase 5, Sections 4 & 5
 App. No.: PICP-24-0114
 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 5, Sections 4 & 5.
Name on Approved Construction Documents: Travisso Phase 5, Sections 4 & 5.
Name on Bank Bond for Fiscal Posting: Travisso Phase 5, Sections 4 & 5 Public Improvement Construction Plans (PICP-24-0114).

COST SUMMARY

Street Improvements:	\$	1,220,627.50
Drainage & Erosion and Sedimentation Control Improvements:	\$	1,134,896.25
Water Improvements:	\$	693,668.00
Reclaimed Water Improvements:	\$	26,554.00
Wastewater Improvements:	\$	960,508.25
TOTAL	\$	4,036,254.00

MAINTENANCE BOND

Total Improvements:	\$	4,036,254.00
Maintenance Bond (10%)	\$	403,625.40

INSPECTION FEES

Inspection Fees Owed to City (52.18 Acres @ \$2,500/ac)	\$	130,450.00
Inspection Fees Paid at Initial Submittal	\$	130,450.00
Inspection Fees Paid at Revision #1 Submittal		N/A
Inspection Fees Owed to City with Closeout	\$	0.00

ENGINEER'S CONTACT INFORMATION

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

Please call if you have any questions.

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



Aimee Chavez, P.E.
Associate Vice President



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

STATE OF TEXAS
COUNTY OF Williamson

Date: 09/10/15

Developer: Travisso, LTD.

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

Project: Travisso Phase 5, Sections 4+5

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 10 day of September 2015.

Initialed: SS

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____

[Handwritten Signature]

Seth Jewell

Vice President

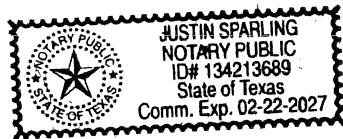
STATE OF TEXAS

COUNTY OF Williamson

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of September 2015

[S E A L]



[Handwritten Signature]

Notary in and for the State of Texas

Name: _____

Justin Sparling

My commission expires: _____

02-22-27

Initialed: SJ



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Approval of payment to Pedernales Electric Cooperative, Inc. (PEC) relating to the RM 2243 Master Lift Station and Gravity Relief Main Project (CIP WW.43) for the installation of two (2) new transformers needed for establishing electrical service lines to the newly added facilities and structures in the amount of \$97,489.36; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

RM2243 Master Lift Station and Gravity Relief Main (CIP WW.43) is currently under construction and requires establishing electrical service lines to the newly added facilities and structures. Electrical work also includes removal of an existing electrical pole which currently feeds the existing lift station and structures and rerouting and reestablishing that feed.

Overall construction project work includes the construction of approximately 6,900 linear feet of 15-inch gravity relief main and replacement of existing wastewater treatment plant lift stations #9 and #10 with a new master lift station #39 capable of serving the existing 2.25 MGD Leander RM2243 wastewater treatment plant with provisions for future expansion. Installation of the new gravity relief line provides the ability to bypass one (1) to two (2) million gallons per day of wastewater to the Brushy Creek Regional Wastewater System (BCRWWS) treatment plant for treatment under a wholesale wastewater service agreement. Construction of the gravity line was completed on or about August 2025, and flow is being diverted to BCRWWS as needed to maintain the plant within its permitted capacity. The master lift station portion of the project cannot proceed until the existing electrical pole is removed after rerouting and reestablishing existing feed to the plant as it conflicts with the proposed new master lift station location.

PEC payment of \$97,489.36 includes installation of two transformers needed for electrical services for this project: a 1,000 KVA pad-mounted transformer for existing facilities, and a 500 KVA pad-mounted transformer for the new master lift station.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

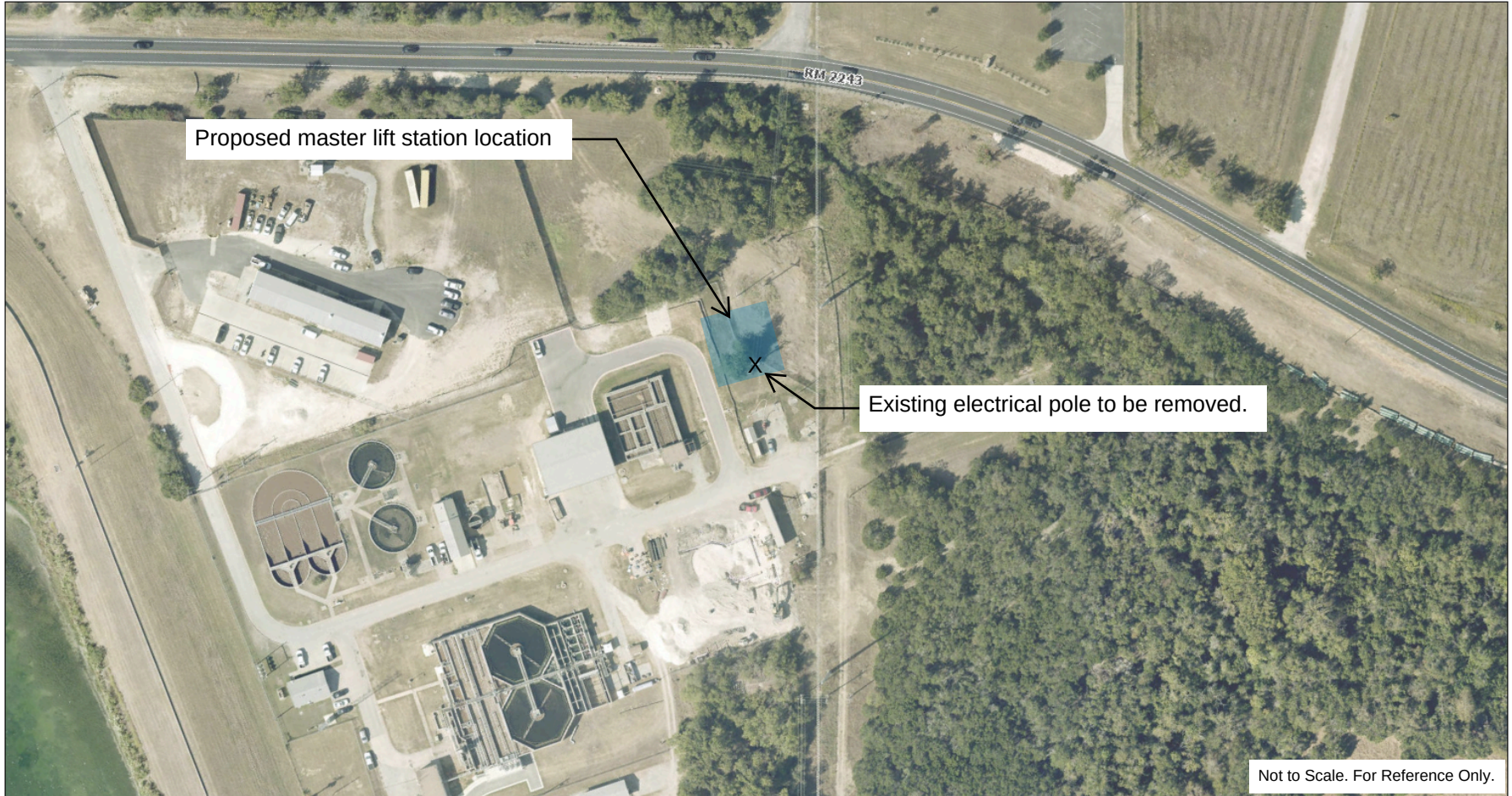
Gina M. Ellison, P.E., Executive Director of Public Works

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$97,489.36
<u>Expenditure (New / Amended):</u>	Yes
<u>Recurring or one-time:</u>	New
<u>Fund source (Operating / Utility / etc.):</u>	One-Time
	Utility

Attachments:

1. Location Map

CIP WW.43 RM2243 Master Lift Station





EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Award of Solicitation CIPS25-002 to Kimley-Horn and Associates, Inc. for Professional Services for the renovation of 19 golf greens complexes, 18 holes and a putting green, at the Crystal Falls Golf Club located at 3400 Crystal Falls Parkway, Leander, Travis County, Texas (CIP P.59) in the amount of \$410,720.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Crystal Falls Golf Club showcases an impressive 18-hole golf course with a driving range and practice facilities that were originally constructed in the late 1980s and opened in the early 1990s. Over the years, routine agronomic practices have served to maintain excellent course conditions. However, the course's age and utilization over the years has led to significant degradation in the quality, efficiency, and playability of many of the playing surfaces and maintenance systems. Particular to this request are the greens irrigation systems, greens surrounds, putting surfaces, growing material, and some related draining issues.

Over the last 12-18 months, Crystal Falls Golf Club has conducted a variety of testing and evaluation processes to determine the quality of the associated soil, irrigation, and drainage systems and has determined that renovation of the greens complexes is the best course of action.

Solicitation CIPS25-002 was issued in March 2025 for the procurement of Professional Services to provide professional services for the renovation of 19 greens complexes at Crystal Falls Golf Club. The solicitation was announced through:

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

Nine hundred seventy-four (974) vendors were notified directly of the solicitation. Two (2) submissions were received. After initial review by the evaluation team, the two (2) firms were invited to interview. The interviews were conducted, and Kimley-Horn and Associates, Inc., was selected as the most qualified firm to provide full design services and construction administration support for this project.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends award.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$410,720.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Golf Captial

Attachments:

1. PSA CIPS25-002 KHA Signed 10.23.2025
2. RFQ CIPS25-002
3. Scoring Matrix

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

SECTION II BASIC PROJECT SERVICES OF THE ENGINEER

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

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

As part of its Basic Services, ENGINEER shall provide OWNER on completion of any design, or any phase of a design, with the number of sets of plans for OWNER's use agreed to by OWNER and ENGINEER, but in no event fewer than five (5) sets (unless otherwise approved in writing by OWNER), and sufficient sets for the use of Contractors and subcontractors in bidding out the PROJECT, if applicable. ENGINEER may establish a fee to Contractors or subcontractors for complete sets of plans to be used by them as part of the bid process in accordance with customary practice within the area in which the PROJECT is located.

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

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

SECTION III CHANGES IN WORK SCOPE

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

SECTION IV ADDITIONAL SERVICES OF THE ENGINEER

If ENGINEER determines that services outside the scope of PROJECT ("Additional Services") are required or recommended, or that ENGINEER is being asked by OWNER to perform services not covered by PROJECT, ENGINEER shall notify OWNER that such services are Additional Services, and the cost associated with their performance prior to undertaking them. If changes deduct from the extent of the PROJECT, the contract sum shall be adjusted accordingly. All such changes shall be under the conditions of the original Agreement. Any provision in this Agreement to the contrary notwithstanding, OWNER shall not be liable to ENGINEER for the costs of any Additional Services in connection with the PROJECT unless OWNER has agreed in writing to the performance of the services, which have been identified to OWNER as Additional Services, including the cost for such services, prior to the commencement of such services.

SECTION V THE OWNER'S RESPONSIBILITIES

The OWNER will:

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

SECTION VI PAYMENTS TO THE ENGINEER

- A. OWNER agrees to pay the ENGINEER as full compensation for the professional engineering and associated services herein contracted for as follows:
 - i. Basic Services: The total fee for all tasks identified in Exhibit "A" shall not exceed the amount set out in Exhibit "B" ("Basic Services Fee"). Compensation for Services will be reimbursed on a unit price per unit of work basis in accordance with the defined unit prices detailed in Exhibit "B" and will not exceed the Basic Services Fee. Unless otherwise agreed to by the parties in writing, reimbursable expenses, including, but not limited to copying charges, long-distance phone calls, travel expenses, will be included within the Basic Services Fee. If the parties agree that reimbursable expenses are to be billed separately, they shall also itemize the expenses that will be reimbursed and agree on a not-to-exceed

amount for such reimbursable expenses and that such expenses shall be invoiced at direct cost with no overhead mark-up.

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

B. METHOD OF PAYMENT

- i. Payments on account of ENGINEER'S work on the PROJECT shall be made to ENGINEER within thirty (30) days after invoice is received and approved by OWNER for payment, subject to the terms of this AGREEMENT.
- ii. For all services rendered, payment for undisputed amounts is due as provided above, subject to the rights and remedies of OWNER. Invoices for payment of services shall not be submitted to OWNER more frequently than once per month. Billing shall include reasonable documentation of cost of services rendered during the previous month in such form and with such content as OWNER may reasonably require. Interest shall accrue on undisputed amounts which have not been paid in accordance with the provisions of this AGREEMENT and are past due, in accordance with the provisions of Section 2251.021 of the Texas Government Code, as amended, unless delay in payment is due to the fault of ENGINEER including improper, contested or inadequate billing procedures followed by the ENGINEER, or the exercise of any rights or remedies by OWNER under the terms of this AGREEMENT.
- iii. Invoice amounts in excess of the maximum not-to-exceed amount(s) identified above, incurred prior to OWNER'S written consent shall be at ENGINEER'S risk and OWNER is not obligated to pay such billings or expenses. ENGINEER shall closely monitor the amount of their work and notify OWNER within five (5) working days when expenditures for any phase of work reaches eighty (80) percent of the maximum not-to-exceed amount(s) identified herein. Nothing herein shall be construed to require the OWNER to increase the approved maximum not-to-exceed contract amount(s) established under this AGREEMENT.
- iv. For all services rendered, ENGINEER'S payment to subconsultants is due within ten (10) calendar days after receipt of payment from the OWNER and, when appropriate, OWNER may issue joint checks to the ENGINEER and subconsultants.
- v. Cost of services furnished by subcontractors or subconsultants on shall be reimbursed at invoice cost, unless otherwise agreed to by the parties in writing.

**SECTION VII
TERMINATION AND DEFAULT**

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

In the event OWNER, through no fault of ENGINEER, fails to perform one or more of its obligations under the terms of this Agreement, ENGINEER shall provide OWNER with written notice of the default, and a reasonable opportunity to cure the same, but in no event shall such cure opportunity be less than thirty (30) days. If OWNER fails to cure a material default, or to initiate appropriate action to cure a material default, within such cure period, then ENGINEER shall have the right, as its exclusive

remedy, to terminate this Agreement, in which event OWNER shall be liable to ENGINEER for all services rendered and obligations incurred to date of termination and ENGINEER shall submit to the OWNER all Work and documents prepared to that point. Payment to the ENGINEER shall be proportional to services performed to the date of termination calculated in accordance with the previous paragraph.

In the event ENGINEER, through no fault of OWNER, fails to perform one or more of its obligations hereunder or defaults under the terms of this AGREEMENT, OWNER shall provide ENGINEER with notice of the default, and a reasonable opportunity, not to exceed thirty (30) days to cure the same. In the event a cure is not effected during such cure period, OWNER, in addition to any other rights and remedies provided by this AGREEMENT, shall have the right to pursue one or more of the following: (a) terminate this AGREEMENT, (b) withhold payments due to ENGINEER until the default is cured to OWNER's satisfaction, or (c) pursue any rights and remedies available at law or equity. The ENGINEER shall not be entitled to any fees or reimbursable expenses other than the fees or reimbursable expenses then due and payable as of the time of termination and then only for those services that have been timely and adequately performed by the ENGINEER considering the actual costs incurred by the ENGINEER in performing the work to date of termination, the value of the work that is nonetheless usable to the OWNER, the cost to the OWNER of employing another ENGINEER to complete the work required and the time required to do so, and other factors that affect the value to the OWNER of the work performed at time of termination. All rights and remedies provided by this AGREEMENT, or available at law or equity shall be cumulative and not exclusive, and may be exercised concurrently or successively.

SECTION VIII SUCCESSOR AND ASSIGNS

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

SECTION IX OWNERSHIP AND USE OF DOCUMENTS

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

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

others to do so, in connection with the PROJECT. The ENGINEER shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this Section IX.

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

SECTION X ENGINEER'S RESPONSIBILITY AND LIABILITY

All services performed in connection with this AGREEMENT shall be performed in accordance with the ENGINEER'S Standard of Care, free from negligent errors, and in accordance with the terms of this AGREEMENT. Acceptance and approval by the OWNER of the final PROJECT Report or other documents or services produced by ENGINEER, shall not constitute nor be deemed a release of the responsibilities and liability of the ENGINEER for the accuracy and competency of the ENGINEER'S work products, design, or other documents, and services prepared/performed under this AGREEMENT. No approvals or acceptances by or on behalf of the OWNER shall be deemed to be an assumption of such responsibility by the OWNER for any defect, error or omission in said work products, design or other documents and services as prepared/performed by the ENGINEER or its subconsultants.

The ENGINEER further agrees to correct programs or documents or re-execute services as may be required due to the ENGINEER'S development of programs or documents which are found to not conform to the Standard of Care at no additional cost to the OWNER.

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

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

SECTION XI PERIOD OF SERVICE

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

SECTION XII MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

The ENGINEER agrees to maintain appropriate accounting records of costs, expenses and payrolls of employees working on the PROJECT together with documentation and evaluations and study results, for a period of five (5) years after final payment for completed services and all other pending matters concerning this AGREEMENT have been closed. The ENGINEER further agrees that the

OWNER, or their duly authorized representative(s), shall have access to any and all books, documents, papers and records of the ENGINEER which are directly pertinent to the services to be performed under this AGREEMENT for the purposes of making audit, examination, excerpts and transcriptions.

SECTION XIII VENUE

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

SECTION XIV INSURANCE REQUIREMENTS; INDEMNIFICATION

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

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

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

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

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

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

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

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

Certificate of Insurance and all endorsements shall read:

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

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

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

The ENGINEER shall not cause any insurance required under this AGREEMENT to be canceled nor permit any insurance to lapse during the term of this AGREEMENT.

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

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

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

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

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

SECTION XV POLLUTANTS AND HAZARDOUS WASTES

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

such Preexisting Hazardous Condition and remediating the site. ENGINEER and its Representative and Subcontractors shall promptly inform OWNER of any Preexisting Hazardous Condition or other Hazardous Condition upon discovery.

SECTION XVI COMPLIANCE WITH ALL LAWS

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

SECTION XVII CERTIFICATION OF ENGINEER

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

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

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

SECTION XVIII ADDITIONAL PROVISIONS

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

- A. The Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender or national origin.
- B. The Engineer will, in all solicitations or advertisements for employees place by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

SECTION XIX MISCELLANEOUS

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

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

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

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

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

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

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

H. Arbitration: This AGREEMENT does not call for the parties to arbitrate any dispute arising out of or related to this AGREEMENT. No arbitration arising out of, or relating to, this AGREEMENT and any PROJECTS involving one party to this AGREEMENT may include the other party to this AGREEMENT without that other party's consent.

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

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

K. Notice: Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

L. Statutory Verifications:

- i. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the ENGINEER represents that neither the ENGINEER nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- ii. To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, ENGINEER represents that the ENGINEER nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- iii. The ENGINEER hereby verifies that it and its parent's company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law; or (B) does business with a company described as by the preceding statement in (A).

- iv. The ENGINEER hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- v. Pursuant to Subchapter J, Chapter 552, Texas Government Code, ENGINEER shall:
 - a. Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement;
 - b. Promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the entity on request of the City; and
 - c. On completion of the Agreement, either:
 - Provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of the Contractor; or
 - Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

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

M. ENGINEER represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code and Chapter 2252 of the Texas Government Code.

Executed to be effective as of the ____ day of _____, 202__.

OWNER: City of Leander

By: _____
Todd Parton

Address for Notice:

Mailing address:

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

ENGINEER

Kimley-Horn and Associates, Inc.

By: Bradley J. Hill
Name: Bradley J. Hill
Title: Regional Contract Lead

Address for Notice:

801 Cherry Street, Unit 11,
Suite 1300,
Fort Worth, TX 76102

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

Exhibit "A" -- Scope of Work; Basic Services Fee; Time for Completion; ("PROJECT")

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

EXHIBIT A

Scope of Work ("PROJECT")

Exhibit A

PROJECT UNDERSTANDING

Kimley-Horn (the "Engineer") and its subconsultants will provide professional services to Crystal Falls Golf Club (the "Project") for the renovation of nineteen (19) greens complexes. The Project generally consists of the completion of design documents and plans, permitting through the required agencies, project management and coordination, construction phase services, and providing post-construction guidance for maintenance.

RESPONSIBILITIES OF THE CITY

In conjunction with and in order for the completion of the professional services detailed below, the City agrees to complete the following tasks:

- Schedule and hold a Project Kickoff Meeting and assist in developing the project stakeholders list and Technical Working Group.
- Attend project coordination meetings
- Attend Technical Working Group meetings and secure a facility for hosting meetings
- Attend public meetings and stakeholder meetings, held at facilities within the City of Leander or virtually
- Obtain facilities for public involvement activities
- Provide approved development plans and previous project information for Crystal Falls Golf Club
- Provide timely reviews and comments on interim and milestone submittals in order for the project team to maintain agreed upon schedules

SCOPE OF WORK:

The Engineer's Services consist of the services specifically described in Tasks 1 through 5 including the specific engineering services to be performed through the following consulting disciplines as subcontractors to the Engineer:

- (1) Bechtol Golf – Golf Course Architect
- (2) Larry Rogers Design Group, Inc. – Irrigation Design

1. TASK 1 - PROJECT ADMINISTRATION AND MANAGEMENT

This task shall include management of all project activities and work. This task will involve continuous project coordination and administration; preparation of monthly progress reports, invoices, and billings; meetings and coordination activities; preparation of meeting summaries; quality assurance/quality control (QA/QC); and other project management activities specified in this scope of work.

1.1 Project Management Plan

Outlines project team organization, roles, and responsibilities; program schedule (to be developed in Task 1.3); coordination and communication procedures; document and graphics formatting protocols; QA/QC plan; filing protocols; contract close-out procedures, project goals and objectives, critical path items, and risks to schedule, budget, or project execution

1.2 Management of Work Activities

Management of all project activities and work to assure they are conducted and completed in accordance with applicable City of Leander requirements and applicable Federal and State

statutes, regulations, rules, and guidelines.

1.3 Project Schedule

A Project schedule will be developed, maintained, and actively monitored for major milestones and tasks. Progress will be reviewed during coordination meetings. The design and permitting for the Crystal Falls Golf Club Renovation is anticipated to take 9 months from the work authorization approval. The timeline for construction will be dependent on golf course closure strategies, which will be determined during the design and permitting phase.

1.4 Invoice Preparation and Submittal

Monthly invoices prepared in accordance with current City of Leander invoicing procedures.

1.5 Progress Report Preparation and Submittal

Unless otherwise directed in the contract terms & conditions, progress reports shall be submitted no later than the tenth day of the month following the month to which they apply. Each invoice shall include a copy of the progress report or reports for the period covered by the invoice. Each progress report shall specify, for each type of work that has been assigned under a work authorization, any deliverables that were completed during that month or other backup documentation as requested; physical and financial percent complete for that work; the precise nature of work that was done that did not result in a deliverable; whether the work is on schedule or not; any issues that may delay the work in the future; any actions by City of Leander or other any changes of scope or direction from the City of Leander and actions which might cause delays or accelerations, impacts to costs, scope of services, or deliverables that are required; and, for the following month, the anticipated work to be performed and the deliverables that will be submitted.

1.6 Kick-off and Coordination Meetings

A kick-off meeting is to be held within 2 weeks of notice to proceed after the contract is executed. Coordination meetings are to be held monthly for the duration of the project, assumed to be twelve (12) meetings inclusive of the kickoff meeting. It is assumed that approximately six (6) meetings will be in-person and include up to four (4) members of the project team.

1.7 Action Tracking Log

The Engineer shall develop and maintain a log of action items. The log shall identify the action item, its status, responsible party, date assigned, and date completed. The log shall be a tool for managing assignments and shall be reviewed with City of Leander staff during coordination meetings in Task 1.6. It is anticipated that Action Tracking Logs will be included in meeting minutes and agendas for coordination meetings and updated once between each monthly coordination meeting for a status update.

1.8 Document Control

The Engineer shall develop, implement, and maintain an electronic document control and filing system that shall govern the distribution and file copies of all program-related correspondence, reports, plans and technical data. Electronic Documents will be included on a Procore site, per Task 1.10.

1.9 Project Files

Project files (electronic and hard copy) shall be assembled, maintained, and delivered to the City of Leander with a complete index at project closeout or as directed by the City of Leander.

1.10 Information Technology

The Engineer will establish an online Procore site to include all document deliverables (drafts and final), meeting agendas, meeting minutes, file transfers, and data relevant to the project.

Meetings will be hosted via Microsoft Teams if scheduled by the Engineer or the City when virtual. Otherwise, meetings will be scheduled in-person in a conference room at the City's offices.

1.11 Deliverables

The Engineer shall produce all materials related to the project management. Materials to be produced include, but are not limited to, the following:

- 1.11.1 Project management plan (draft and final)
- 1.11.2 Program schedule (to be updated monthly with coordination meetings and invoices)
- 1.11.3 Monthly invoices
- 1.11.4 Monthly progress reports
- 1.11.5 Meeting agendas and minutes
- 1.11.6 Action tracking log, to be included in 1.11.5 deliverables
- 1.11.7 Indexed project file (electronic, via Procore, and hard copy)

2. TASK 2 – GOLF COURSE ARCHITECT SERVICES

2.1. Preliminary Work

Golf Course Architect shall study the character, topography and soil of the Property and give due consideration to the Owner's concept for the Development. Golf Course Architect shall interface, exchange information and cooperate with such other professionals as may be retained by the Owner in connection with the overall design of the Development. Golf Course Architect shall advise the Owner when they recommend that circumstances require the Owner to obtain other specialized consultants for the Development.

Golf Course Architect shall prepare for Owner a proposed green position for the Golf Course, and any alternative green positions Golf Course Architect may recommend the Property contain. Golf Course Architect shall advise and assist Owner in the selection of a final green position for the Golf Course.

The product of Phase I, which shall be completed within sixty (60) days of execution of this Agreement is:

1. Cost and Design Study for Golf Course Green Renovations: Golf Course Architect shall work with Project Engineer and other such professionals as may be required by Owner in developing the basic green envelope. Golf Course Architect shall also prepare a narrative portraying the preliminary design concept which will describe the size, character and general layout of the Golf Course greens, and an estimated budget and time schedule, all of which will enable the Owner to conceptualize and pass upon the feasibility of the Development. Refinements in the Cost and Design Study, including budget updates, will be made during Phase I as the progress of the Golf Course dictates.

2.2. Plan Documents

The Golf Course Architect shall prepare all plans, specifications and drawings for the Golf Course Green Renovations, hereinafter referred to as the "Plan Documents", which are described in Section 2.5 of this Agreement. The Golf Course Architect shall develop said Plan Documents in concert with the Owner's Engineer, and other appropriate professionals employed by Owner and, together with such other professionals, shall use commercially reasonable efforts consistent with industry practices to ensure that the Plan Documents satisfy any applicable governmental regulations. The Plan Documents shall include all drawings and specifications necessary to be provided by Golf Course Architect (but shall not include any drawing or specifications necessary to be provided by others, such as

engineers, etc.) for the process of bidding and/or negotiating a construction agreement for the Golf Course. The Plan Documents shall include the plans and specifications enumerated in Section 2.5.

The Cost and Design Study and the Plan Documents and all intellectual property rights and goodwill associated therewith shall remain the property of the Golf Course Architect. Notwithstanding the foregoing, upon the completion of the terms and conditions of this Agreement, Golf Course Architect hereby agrees, at the request of Owner, to recreate, reproduce, or distribute any of the Plan Documents. The Plan Documents may be used by Owner for the Property. The Golf Course Architect shall provide sufficient copies of the Plan Documents to Owner throughout the design and construction process.

2.3. Pre-Construction Consulting Services

Golf Course Architect hereby agrees to provide the following consulting services prior to the performance of the construction work on the Golf Course. Consulting services shall include, but not be limited to the following:

1. To recommend suitable contractors.
2. To recommend the contract price and other terms of construction.
3. To assist owner in obtaining construction price bids from suitable contractors.
4. To recommend and negotiate any desired change in the construction contract, during the progress of construction, which changes shall have Owner's prior written approval before implementation.

2.4. Construction Consulting Services

During the construction, Golf Course Architect shall coordinate the implementation of the Plan Documents to ensure that the construction meets the requirements of the Plan Documents and Golf Course Architect's standards for the Golf Course. After each on-site inspection, which will average one (1) visit every 2 weeks during the construction phase, or as determined by construction progress, Golf Course Architect shall provide Owner with a report, outlining the refinements which Golf Course Architect deems appropriate.

Golf Course Architect shall inspect and approve the work of the contractor at stages of construction, as follows:

1. Approve center lines with Owner and Owner's other consultants.
2. Approve heavy earth moving.
3. Approve the shaping of the Golf Course Green Renovations features prior to the installation of storm drainage, tile drains, putting surfaces, irrigation and topsoil (if applicable).
4. Approve Green drainage, except for storm drainage and other matters requiring approval by a registered civil engineer, or any other licensed professional.
5. Approve installation of the drains, putting surfaces, tee tops, bunker drainage and re-spreading of topsoil, if applicable.
6. Approve installation of irrigation as to coverage areas, but not to guarantee installation, which is the responsibility of the contractor.
7. Approve finished grades prior to grassing.
8. Approve grassing methods and timing.

At the request of the Owner, the Golf Course Architect shall:

1. Review and approve contractor's requisitions for payment.
2. Reject work that does not conform to the Plan Documents.
3. Through the Procore site, review, approve, reject, or take other appropriate action, on contractor's submittals of drawings, samples, request for extras, or changes.
4. At Owner's request and with Owner's approval, issue change orders or back charges.
5. Interpret the Plan Documents and answer contractor's inquiries.

2.5. Deliverables

The Plan Documents shall be organized in three separate groups of drawings:

- A. Conceptual Plan:
 - a. Proposed Contours, Drainage, Cut and Fill, Grassing, Bunkers (if determined), Retaining Walls, Conceptual Landscaping, represented as The Conceptual Plan; scale One (1) inch equals one hundred (100) feet.
 - b. Miscellaneous Detail Plans for bridging, abutments and other such items at the appropriate scales.
- B. Greens Plans.
 - a. The Greens Plans shall include construction documents & specifications.
 - b. The Plan Documents will also include specifications for greens soil mix as recommended by the United States Golf Association. All additional specifications as may be necessary to construct the Golf Course and General Conditions as proposed by the American Institute of Architects, except items excluded by the Agreement.

3. TASK 3 – IRRIGATION DESIGN SERVICES

3.1. Schematic Design & Development Phase

Meet with Crystal Falls Golf Club to design to discuss the project's requirements. Gather as-construction data, visit existing greens complexes, identify control system and capacities. GPS each green to include pertinent data such as elevations, isolation valve locations.

Generate detailed irrigation construction cost estimate including material and labor quantities and costs with estimated current market application of overhead and profit margins.

Following the meeting, LRDG will develop a preliminary irrigation design in AutoCAD format at a scale of 1"=50' or 1"=100'. On this drawing, the following will be included:

- Preliminary sprinkler design based at not more than 65 feet triangular spacing with products proven to provide a 90% or better distribution efficiency. Irrigation coverage of sprinklers will match the architects' most current grassing plan.
- Determine daily, monthly and annual water usage.
- Preparation of a drawing showing effective coverage of sprinklers.
- Develop alternative delivery system for irrigation from the supply source to the reservoir, storage facility or directly to the irrigation system.
- Primary mainline system routing, road crossings and bridge crossings.
- A written report describing the irrigation system design concepts and an estimated irrigation budget, with unit costs for the installed irrigation system components, the water supply system, and the pump system(s).
- Main line pipe routing with pump station and hydraulic network analysis

3.2. Construction Documents Phase

Review project requirements and planned maintenance practices of golf course. Establish criteria for control system equipment. Utilize the estimated quantities developed from the preliminary design to develop a request for proposals to solicit pricing bids from appropriate manufacturers and distributors.

Construction drawings for irrigation system will be prepared with AutoCAD software. The drawings will consider the character of course and type of play, exposure, topography, turf types, local wind velocity patterns, maintenance requirements, installation methods and soil conditions, as well as results of preliminary design analysis and equipment selection.

Provide the electrical schematic demands for the proper service from transformer (+/- 100' from pump house) to pump station. The schematic demand to include power for all standard appurtenances typically associated with the pump house building. Provide standard building requirements and footprint sizing so that the Crystal Falls Golf Club can develop architectural

and structural engineering plans.

Assemble project manual to incorporate irrigation system and pumping facility technical specifications. LRDG will also provide complete bid and bond forms, supplemental unit pricing and general and special conditions.

The design documents will be prepared with details and specifications to ensure that a well-constructed, manageable irrigation system is installed and will consist of the following:

- The system will be designed to conform to local regulations, including but not limited to: EPA/waste water reuse guidelines, local electrical codes, local water restrictions, and to operate under the most efficient power rate structure. Does not include local engineering approvals or "stamps".
- A complete set of technical specifications and bid documents.
- Plans to note sprinkler locations, controller locations, sprinkler identifications, lateral piping will be 2", additional isolation valves will probably be required, all notes will be prepared on pages not to exceed 30" x 42" at a scale of 1"=50'.
- A separate project manual to include the design development report, irrigation specifications and bid documents.
- Develop irrigation construction details for appropriate components as necessary to communicate intent of design and identify components of installed irrigation equipment assemblies.
- A separate project manual, size 8-1/2" x 11", with irrigation specifications and bid documents, typed in Microsoft Word format.
- Detailed Construction Cost Estimate

3.3. Construction Procurement Phase

Assist the Crystal Falls Golf Club to obtain a prequalified contractor with valve-in-head/central control on large existing golf courses with quality turf experience via a prequalification process. Included in our service but not limited to:

- Assist in conducting an on-site pre-bid meeting with prospective contractors to review the site, review the plans and documents, and to address questions.
- Prepare and distribute any necessary addenda.
- Assist the Crystal Falls Golf Club with the evaluation of bids and the qualifications of the bidders.
- Conduct a pre-construction meeting with the awarded contractor and Crystal Falls Golf Club's representatives to review the construction process, time schedule, chain of command for communication, and any special requirements.
- Participate in pre-construction conference with all concerned parties to discuss the concerns and constraints of project. Review with contractor the construction drawings and details to assure a complete understanding of the required installation procedures.

3.4. Field Staking of Components Phase

Staking of sprinkler locations using Global Positioning System (GPS) equipment will assist with the subtleties discovered within each site. LRDG is to employ the use of Global Positioning Systems (GPS) with L-band RTCM correction data collecting to verify the field measurements of the staked items. By working with the contractor in producing accurate "as-staked" drawings the Crystal Falls Golf Club will have a complete set of "CAD-built" plans during every stage of construction. Upon the completion of the project we would be accountable for complete and proper coverage. Included in this fee LRDG will provide field staking and construction observation services. LRDG is to stake out the locations of all sprinklers and main line pipe. LRDG is to observe the construction to ensure proper installation of irrigation components in addition to the following:

- Provide all surveying instruments, marking flags and or pennants and lead personnel. We will require a representative of the golf course and representatives

from the contractor to assist with the lay out of the locations.

- A staking report will be sent after each visit accounting for actives in progress, work completed and variances from design as to the over/under status as it relates to the unit costs and projected final costs of the system. The report will note any problem areas, the progress of construction and any directives given to the contractor.
- An as-staked drawing will be provided to the contractor to produce computer generated CAD-built drawings in an Adobe .PDF format and will be e-mailed or placed on the collaborative workspace for access by all parties after each visit.
- Mark in the field the locations of all sprinklers and note recommended main line pipe routing.
- Verify the field positions of staked components through the use of GPS
- LRDG is to provide to the contractor an as-staked drawing in Adobe .PDF format at a scale of 1 : 1000 of each golf hole laid out and the entire course. The drawings should show the golf hole layout with green, tee and bunker features at the time of staking, sprinkler locations, isolation gate valve locations as installed, main line pipe as installed with sizes, satellite controller locations as installed, and station numbers.
- LRDG shall also provide to the contractor an as-staked drawing that shows only sprinklers and programming. The contractor is to use these drawings to develop field record notes.
- Distribute to contractor "As-Staked" drawings within 48 hours from layout of heads, including field adjustments (if necessary), routing of distribution piping and locations of field satellite units.
- Site visits will be made as required, (typically 3-6 will be required) Field observations of irrigation construction progress will be conducted during each field visit to verify proper system installation and coordinate construction related issues.

3.5. Final Closeout

Will be provided after the contractor is completed with the installation and the system is fully operational from the central computer. During the walk through the following items will be completed:

- Schedule and conduct a preliminary walk-through with Contractor to review the irrigation installation and system operation. Walk-through will consist of a physical and operational review. Activate each station electronically during operational portion of review, and check each head for proper operation and arc adjustment. Review all above-grade equipment and below-grade valve box components during physical portion of walk-through. Prepare a "Punch List" of all items that need adjustments or corrections by the Contractor before final acceptance is granted.
- Components not installed per specifications or the drawing details;
- Note any and all settling of trenches, valve boxes and sprinklers final elevations;
- Additional clean-up including but not limited to the golf course or staging areas
- Note all revisions in controller/station numbering as compared to the as-staked drawings;
- Verify all testing of the grounding of the system completed and on record of finding
- Review pump station operation and verify it is fully operational and set to the design parameters in addition to the Crystal Falls Golf Club has had sufficient training in its operation.
- Review other booster pumps or transfer pumps are fully operational and set correctly.
- The irrigation computer is correctly wired and fully operational and factory training has been scheduled
- Warranty period will start after all of the "punch list" items have been satisfactorily completed or after the Owner takes beneficial use, whichever comes first.

(CAD-BUILTS) are the #1 tool that the golf course management team will use on a daily basis. This plan will show all vital irrigation equipment as installed. It will be prepared from all of the

field notes, staking data and site reports generated through the project. The plan will include: all sprinklers, valves, drains, piping, controllers, station assignments and all valve locations.

- The drawings will be prepared at 1"=100' and presented in an original vellum.
- Final drawings will be presented in format of sheets up to 36" wide x length as needed.
- Prepare final record drawings of golf course irrigation system. Record drawing will be in AutoCAD format provided on vellum plot.
- Update the CAD-Built for the first years' warranty period.
- Gather the information necessary to complete the drawing, including the collection of field notes from the Contractor.
- Provide to the Crystal Falls Golf Club a Compact Disk (CD) of the entire Record Construction Drawing.

A computer based irrigation system can be very complicated and an improperly setup system with all its flexibility can destroy a well-designed irrigation system prematurely. Most modern irrigation central control systems are developed from spatial data base technology, which requires knowledge of databases, geo coding, hydraulic dynamics and electrical engineering. LRDG will setup initial database elements of central control system software in compliance with irrigation system design parameters and features of golf course.

- LRDG to transfer the Construction Record Drawing attributes from an AutoCAD format into a usable special database format for either the Toro Lynx software.
- The control system spatial data base will include but not be limited to:
 - Individual zone flow rates
 - Head type and precipitation rate
 - Turf type and crop coefficient
 - Minimum cycle period per zone
 - Maximum application duration per zone
 - Identification of common groups
 - Distribution system hydraulic limits by node (taken from hydraulic analysis)
 - Create all necessary shape file conversions of AutoCAD record drawing for use in central mapping module.
 - Create final rendered image of golf course irrigation system for graphic operation by maintenance staff from aerial photograph background displayed as a layer on the golf course central computer

4. TASK 4 – CIVIL ENGINEERING SERVICES

4.1 Preliminary On-Site Engineering Services

Kimley-Horn will prepare on-site preliminary civil engineering plans consisting of the following:

- Preliminary Drainage Plan: Kimley-Horn will conduct one meeting with the Client and project team to discuss drainage intent and desires for the project. Kimley-Horn will prepare one preliminary drainage plan that will show site contours floors and proposed drainage improvements – all to a low level of detail compared to final construction drawings, but conceptually workable.
- Preliminary Utility Plan: Kimley-Horn will prepare a Preliminary Water, Sanitary Sewer, and Storm Sewer Plan and present them to the project team at the meeting described above.

4.2 Final Civil Engineering

Kimley-Horn will prepare on-site civil engineering plans for the proposed development. The plan set will consist of the following sheets:

- A. Cover Sheet: Showing sheet index, project location map, contact information, and plan submittal and review log.
- B. General Notes and Project Specifications: Showing general notes related to

proposed construction based on jurisdictional standards.

- C. Erosion Control Plan: Showing initial erosion control measures to be installed prior to disturbance of the site. The erosion control measures will be maintained and modified throughout site construction by the Contractor, and it is the Contractor's responsibility to modify the plan during construction as necessary to comply with the conditions of their permits. This task does not yield a Storm Water Pollution Prevention Plan (SWPPP) document.
- D. Grading Plan: Showing proposed finished floor elevations and, as applicable, spot elevations and one-foot contours for public sidewalks, drives, and parking areas. Detailed grading of landscape areas will be coordinated with, but designed by, the Landscape Architect. Retaining walls needed to accomplish the grading will be shown with proposed top and toe elevations in a "wall zone". The selection of the wall system and the structural design of the walls is beyond the limited scope of this agreement and will be provided by Kimley-Horn or others under a separate agreement with the Client.
- E. Storm Drainage Plan: Showing proposed storm inlet and storm drain sizes and locations for site drainage in plan view. The plan will also show private storm drain to collect roof downspouts, for which the pipe size will be determined by the MEP engineer. If provided in a timely manner, Kimley-Horn will coordinate design and location of area drains with the Landscape Architect and design a pipe system to collect the area drains; if not provided in a timely manner, Kimley-Horn will stub out a pipe for the Landscape Architect to connect the drainage system they design.
- F. Construction Details: Typical construction details for proposed site civil engineering improvements will be included by reference to applicable jurisdictional standard details. If deemed necessary by Kimley-Horn, construction details for certain site civil engineering improvements will be included in the plan set.

4.3 Lower Colorado River Authority (LCRA) – Submittals and Permitting

This task is to capture effort expended by Kimley-Horn for project submittals and responses to LCRA review comments beyond the effort otherwise included in our scope of services. Because the extent of the review comments required by LCRA for plan approval is unknown, we have provided a projected budget for these services, assuming two rounds of formal review. Actual cost will depend on actual effort required.

4.4 City of Leander – Submittals and Permitting

This task is to capture effort expended by Kimley-Horn for project submittals and responses to City of Leander review comments for the Minor Site Development Permit and Irrigation Permit beyond the effort otherwise included in our scope of services. Because the extent of the review comments required by the City for plan approval is unknown, we have provided a projected budget for these services, assuming three rounds of formal review. Actual cost will depend on actual effort required.

4.5 Storm Water Pollution Prevention Plan

Kimley-Horn will prepare a SWPPP for the site in general accordance with current published Texas Commission on Environmental Quality (TCEQ) standards. This task will incorporate the Erosion Control Plan for the site, prepared under a separate task, to be included with the SWPPP report. The Contractor is responsible for all permit application, inspections, record keeping, and adjustments to the SWPPP during construction in accordance with the terms of their permits.

4.6 Preconstruction Services

Kimley-Horn will provide professional preconstruction phase services as directed by the Client. Effort under this task may include bid phase services and attendance at the pre-Construction conference.

4.7 Bidding Services

Kimley-Horn will prepare and assemble construction bidding documents for the project, including specifications for the subject work and the construction contract, based on "Standard General Conditions of the Construction Contract" (EJCDC No. C-700, 2002 edition) prepared by the Engineers Joint Contract Documents Committee (EJCDC). Kimley-Horn will attend pre-bid meetings with potential bidders. Kimley-Horn will respond to questions related to the Civil Engineering scope. Kimley-Horn will prepare a written letter of recommendation for the City Council.

4.8 Construction Phase Services

Kimley-Horn can provide professional construction phase services as specifically stated below as directed by the Client per the then current hourly rate schedule.

- Pre-Construction Conference: Kimley-Horn will attend the pre-construction conference prior to commencement of Work at the Site as requested by the Client.
- Site Visits: Kimley-Horn will visit the site to observe construction of improvements designed by Kimley-Horn. Visits will be periodic, and observations will not be exhaustive or extend to every aspect of Contractor's work in progress. Kimley-Horn shall not, during such visits or as a result of such observations supervise, direct, control, influence, or have responsibility over Contractor's work. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents or permits.
- Clarifications and Interpretations: Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue clarifications and interpretations of the Contract Documents to Client. Any authorization of variations from the Contract Documents will be made by Client.
- Review and Response to Shop Drawings: Kimley-Horn will review and respond to certain Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents.
- Record Drawings: The Contractor will provide redlined set of the site civil drawings to Kimley-Horn showing all changes made to the approved design during construction. Kimley-Horn will review the redlined drawings provided and will prepare Record Drawings. The Record Drawings will show only those changes exported by the Contractor to Kimley-Horn and considered to be significant and will contain a note to this effect. Record Drawings are not "As Built" drawings and no independent verification will be done by Kimley-Horn. Kimley-Horn will submit the Record Drawings to the local jurisdiction and provide the files to the Client in PDF format.

4.9 Record Drawings

The Contractor will provide redlined set of the site civil drawings to Kimley-Horn showing all changes made to the approved design during construction. Kimley-Horn will review the redlined drawings provided and will prepare Record Drawings. The Record Drawings will show only those changes exported by the Contractor to Kimley-Horn and considered to be significant and will contain a note to this effect. Record Drawings are not "As Built" drawings and no independent verification will be done by Kimley-Horn. Kimley-Horn will submit the Record Drawings to the local jurisdiction and provide the files to the Client in PDF format.

4.10 Deliverables

The Engineer shall produce a final report (draft and final) including the following elements:

- Construction plans per City of Leander and LCRA requirements

- SWPPP
- Necessary bid documents
- Record drawings

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

- Surveying Services (Quality Level C & D, topographic, or boundary survey)
- Subsurface Utility Engineering Services (Quality Level A, B, or C to identify underground utilities)
- Traffic Control Plan (TCP shall be provided by the contractor).

BASIC SERVICES FEE

The following is the lump sum fee for basic services in the scope of work:

Task	Total Loaded Labor Cost	Other Direct Costs	Subconsultants	TOTALS
Task 1 – Project Administration and Management	\$40,250.00	\$1,500.00	\$0.00	\$41,750.00
Task 2 – Golf Course Architect Services	\$0.00	\$5,500.00	\$220,000.00	\$225,500.00
Task 3 – Irrigation Design Services	\$0.00	\$8,400.00	\$32,500.00	\$40,900.00
Task 4 – Civil Engineering Services	\$94,320.00	\$8,250.00	\$0.00	\$102,570.00
GRAND TOTAL:	\$134,570.00	\$23,650.00	\$252,500.00	\$410,720.00

TIME FOR COMPLETION

The design and permitting for the Project is anticipated to take nine (9) months from the work authorization approval. A more detailed schedule will be developed and maintained as part of Task 1.3 in the Scope of Work. Estimated schedule, we do not control review times; estimated review time is four (4) weeks.

EXHIBIT B

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

Exhibit B

SCHEDULE OF HOURLY RATES

The following are provided as hourly rates for the purposes of any potential addenda to the basic services in Exhibit A. Rates are shown for the ENGINEER and its subconsultants separately. Note that rates are subject to adjustment and are only effective through June 31, 2026 for the ENGINEER.

Kimley-Horn and Associates, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Analyst I	\$210
Analyst II	\$275
Professional	\$310
Senior Professional I	\$385

Bechtol Golf

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Principle	\$300
Departmental Director	\$175
Senior Planner	\$110
Technician	\$100
Draftsmen	\$100
Administration	\$100

Larry Rogers Design Group, Inc.

Hourly Labor Rate Schedule

Classification	<i>Rate</i>
Principal	\$150
Associate	\$125
GPS Mapping	\$100
Designer	\$85

Task	Analyst I	Analyst II	Professional	Senior Professional I	Support Staff	Total Labor Hrs	Labor Cost \$	Subconsultants		Total Subs	Expenses	Total Cost
	Hrs	Hrs	Hrs	Hrs	Hrs			PEIBG	LRDGI		\$	\$
	\$ 210.00	\$ 275.00	\$ 310.00	\$ 385.00	\$ 180.00			\$	\$	\$	\$	\$
Task 1 - Project Administration and Management												
1.1 Project Management Plan			5	10		15	\$ 5,400.00					\$ 5,400.00
1.2 Management of Work Activities		5	5	15		25	\$ 8,700.00					\$ 8,700.00
1.3 Project Schedule				10		10	\$ 3,850.00					\$ 3,850.00
1.4 Invoice Preparation and Submittal				10	10	20	\$ 5,650.00					\$ 5,650.00
1.5 Progress Report Preparation and Submittal			5	5		10	\$ 3,475.00					\$ 3,475.00
1.6 Kick-off and Coordination Meetings		10	10	10		30	\$ 9,700.00				\$ 1,500.00	\$ 11,200.00
1.7 Action Tracking Log			5	5		10	\$ 3,475.00					\$ 3,475.00
Total Project Administration and Management	0	15	30	65	10	120	\$ 40,250.00	\$ -	\$ -	\$ -	\$ 1,500.00	\$ 41,750.00
Task 2 - Golf Course Architect Services												
2.1 Preliminary Work						0	\$ -	\$ 40,000.00		\$ 40,000.00	\$ 1,000.00	\$ 41,000.00
2.2 Plan Documents						0	\$ -	\$ 100,000.00		\$ 100,000.00	\$ 2,500.00	\$ 102,500.00
2.3 Pre-Construction Consulting Services						0	\$ -	\$ 20,000.00		\$ 20,000.00	\$ 1,000.00	\$ 21,000.00
2.4 Construction Consulting Services						0	\$ -	\$ 60,000.00		\$ 60,000.00	\$ 1,000.00	\$ 61,000.00
Total Golf Course Architect Services	0	0	0	0	0	0	\$ -	\$ 220,000.00	\$ -	\$ 220,000.00	\$ 5,500.00	\$ 225,500.00
Task 3 - Irrigation Design Services												
3.1 Schematic Design & Development Phase						0	\$ -		\$ 4,800.00		\$ 600.00	\$ 600.00
3.2 Construction Documents Phase						0	\$ -		\$ 3,000.00		\$ -	\$ -
3.3 Construction Procurement Phase						0	\$ -		\$ 2,200.00		\$ 2,400.00	\$ 2,400.00
3.4 Field Staking of Components Phase						0	\$ -		\$ 15,000.00		\$ 3,600.00	\$ 3,600.00
3.5 Final Closeout						0	\$ -		\$ 7,500.00		\$ 1,800.00	\$ 1,800.00
Total Irrigation Design Services	0	0	0	0	0	0	\$ -	\$ -	\$ 32,500.00	\$ 32,500.00	\$ 8,400.00	\$ 40,900.00
Task 4 - Civil Engineering Services												
4.1 Preliminary On-Site Engineering Services		5	10	10		25	\$ 8,325.00				\$ 1,000.00	\$ 9,325.00
4.2 Final Civil Engineering	40	40	20	20		120	\$ 33,300.00				\$ 2,000.00	\$ 35,300.00
4.3 LCRA - Submittals and Permitting	10	20	5	5		40	\$ 11,075.00				\$ 2,500.00	\$ 13,575.00
4.4 City of Leander - Submittals and Permitting	10	20	10	10		50	\$ 14,550.00				\$ 750.00	\$ 15,300.00
4.5 Storm Water Pollution Prevention Plan		5	5			10	\$ 2,925.00					\$ 2,925.00
4.6 Preconstruction Services		5	5	5		15	\$ 4,850.00					\$ 4,850.00
4.7 Bidding Services	5	5	5	5		20	\$ 5,900.00				\$ 1,000.00	\$ 6,900.00
4.8 Construction Phase Services		10	10	10		30	\$ 9,700.00				\$ 1,000.00	\$ 10,700.00
4.9 Record Drawings		5	5	2		12	\$ 3,695.00					\$ 3,695.00
Total Civil Engineering Services	65	115	75	67	0	322	\$ 94,320.00	\$ -	\$ -	\$ -	\$ 8,250.00	\$ 102,570.00
Project Totals	65	130	105	132	10	442	\$ 134,570.00	\$ 220,000.00	\$ 32,500.00	\$ 252,500.00	\$ 23,650.00	\$ 410,720.00



Request for Qualifications

Solicitation Number: CIPS25-002

Project Name: Professional Services for the Golf Course Greens Renovation

Project Number: P.59

NIGP Class/Items: 912-25 • 906-56

Schedule of Events

Solicitation Posted Date:	March 27, 2025
Pre-Submittal Meeting:	April 10, 2025, at 10:00 am
Vendor Questions Due:	April 15, 2025, by 5:00 pm
Answers Posted to ESBD:	April 17, 2025, by 5:00 pm
Response Due Date:	May 1, 2025, at 2:00 pm
Oral Presentation (if necessary)	TBD
Expected Contract Award Date:	On or before August 2025

Capital Improvements Program
201 N. Brushy Street
Leander, TX 78641

ATTENTION: It is the responsibility of interested parties to periodically check the City's Bonfire website [<https://leandertx.bonfirehub.com/>] for updates to the solicitation prior to submitting a response. The respondent's failure to periodically check the City's Bonfire website will in no way release the selected Vendor from addenda or additional information resulting in additional costs to meet the requirements of the solicitation. The City will not be held responsible for any further communication beyond updating the website.

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Part I – General

1. Purpose

The City of Leander, herein after “City”, seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein after “Respondent”, to provide professional services for the renovation of nineteen (19) greens complexes at Crystal Falls Golf Club located at 3400 Crystal Falls Pkwy, Leander, Texas. This 18-hole course is owned and operated by the City of Leander.

2. Background

Crystal Falls Golf Club, herein after “CFGF”, showcases an impressive 18-hole golf course with a driving range and practice facilities that were originally constructed in the late 1980s and opened in the early 1990s.

Over the years, routine agronomic practices have served to maintain excellent course conditions. However, the course’s age and utilization over the years has led to significant degradation in the quality, efficiency and playability of many of the playing surfaces and maintenance systems. Particular to this request are the greens irrigation systems, greens surrounds, putting surfaces, growing material, and some isolated draining issues.

Over the last twelve to eighteen months, CFGF has conducted a variety of testing and evaluation processes to determine the quality of the associated soil, water and drainage systems and has determined that renovation of the greens complexes is the best course of action.

3. Definitions, Terms and Conditions

By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation, in a separate agreement or on the face of a purchase order. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <https://www.leandertx.gov/finance/page/purchasing>.

- 3.1 Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. WARNING: Exception to or additional terms and conditions may result in disqualification of the response.

4. Attachments

Attachments are herein made a part of this agreement:

- 4.1. Attachment A – Reference Form
- 4.2. Attachment B – Location Map
- 4.3. Attachment C - ISTRC SYSTEM REPORT
- 4.4. Attachment D - Saturated Paste Report
- 4.5. Attachment E - Soil Report
- 4.6. Attachment F - Water Analysis Report
- 4.7. Attachment G – USGA Site Visit Report

- 4.8. Attachment H - Greens Gravel Testing & Layer Depths
- 4.9. Attachment I - Greens Perimeter Survey

5. City Contact and Prohibited Communication

Contact: All requests, questions, and other communications about this solicitation shall be made in writing to the City's authorized contact, addressed to the following assigned Team Member:

Primary Contact:	Kelly Wenzel, Contract Manager City of Leander Email: kwenzel@leandertx.gov
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Prohibited Communications: Upon posting of this solicitation, City of Leander, its representative(s), or partners will not answer questions or otherwise discuss the contents of this solicitation with any potential respondents or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Failure to observe this restriction may result in disqualification of any subsequent response to this solicitation. Respondent may rely only on written statements issued through or by City of Leander authorized contact. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

6. Respondent Requirements

The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.

- 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in services outlined in this solicitation in the State of Texas;
- 6.2. In the case of a firm or corporation, City shall contract only with an experienced team member of the firm with direct expertise in the project type specified. City shall require that only the agreed-to and contracted team interact with City staff. Any changes in staff must be communicated to the City immediately.
- 6.3. Persons and firms practicing Engineering or Architectural Services in the State of Texas must possess proper licensing and registration in accordance with Texas laws.
- 6.4. Respondents shall include at least one registered professional engineer or architect, as Project Manager, with a minimum of five (5) years of experience in providing specified services.
- 6.5. Respondents shall maintain staffing levels to provide prompt, efficient service to the City.
- 6.6. Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.

7. Committee Review

By submitting its SOQ in response to this RFQ, respondent accepts the evaluation process as outlined in the following section.

A committee of City staff shall be established to evaluate the SOQs, herein after "Committee". The Committee will review each response to determine the most highly qualified Respondent based on demonstrated competence and qualifications using the following weighted criteria. A consensus score will be assigned to each response.

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their qualifications and ensure a mutual understanding of the services to be provided and the approach to be used.

Criteria	Possible Points
Relevant Qualifications and Experience: Provide detailed information on Respondent and project team experience with providing Services as described. - Respondent shall identify key project staff, task leaders and sub-consultants along with their respective field and expected services to the City for the Scope of Work on behalf of the Respondent. Information shall include education and professional registrations. Resumes shall be included for each of the individuals and sub-consultants referenced which demonstrate their qualifications to satisfy all the critical and service requirement areas. The City reserves the right to approve or disapprove all sub-consultants prior to any work being performed. - Respondent shall provide a representative list of similar completed projects in the past 3-4 years with a scale and complexity similar to the project being considered by the City. The list shall include the location, City, services provided by the Respondent, term of services, project construction cost and an owner contact name, telephone and e-mail address. Include a brief overview of each project with, at a minimum, a short description of the services provided and methodology used for projects. - Proof of licensure shall be required with submittal.	50
Available Resources and Location: Provide information on size, resources, and business history of the Respondent. Respondent must provide percentage of time allocation the proposed team has to dedicate to the project being considered by the City.	20
Methodology, Approach and Timeline: Respondent shall define the method and approach to be used. Respondent shall provide a timeline to complete the project as per the Scope of Work contained herein.	30
References	Acceptable/ Inacceptable
Total	100

8. Agreement Term

The terms of the awarded agreement shall include but not be limited to the following:

- 8.1. The term “agreement” shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
 - 8.1.1. Solicitation document, attachments and exhibits;
 - 8.1.2. Solicitation addendums, if applicable;
 - 8.1.3. City’s Definitions, Terms and Conditions;
 - 8.1.4. Successful Respondent’s submission.
- 8.2. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.

- 8.3. The City shall also have the right to terminate the Agreement, in whole in part, without cause anytime upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Respondent shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Respondent to extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 8.4. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.

9. Award

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

- 9.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
- 9.2. The City reserves the right to automatically disqualify a response if the responding entity has had any negative performance marks related to other City projects within the last five (5) years.
- 9.3. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Administrator, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of City employees and agents who may qualify as local government officers. Click here Chapter 176, Texas Local Government Code, to review this requirement.
- 9.4. A completed CIQ Form is required with each response. If no conflict is present, respondent must fill out section one, write "N/A" in section three, write in "N/A" in section five, and sign section seven
<https://www.ethics.state.tx.us/forms/conflict/>
- 9.5. Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

10. Prompt Payment Policy

Payments will be made in accordance with the Texas Prompt Payment Law, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Vendor within thirty days after the acceptance of the supplies, materials, equipment, or the day on which the performance of services was completed or the day, on which the City receives a correct invoice for the supplies, materials, equipment or services, whichever is later. The Vendor may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply to payments made by the City in the event:

- 10.1. There is a bona fide dispute between the City and Vendor concerning the supplies, materials, services or equipment delivered or the services performed that causes the payment to be late; or
- 10.2. The terms of a federal agreement, grant, regulation, or statute prevent the City from making a timely payment with Federal Funds; or
- 10.3. There is a bona fide dispute between the Vendor and a subcontractor or between a subcontractor and its suppliers concerning supplies, material, or equipment delivered or the services performed which caused the payment to be late; or
- 10.4. The invoice is not mailed to the City in strict accordance with instructions, if any, on the purchase order or agreement or other such contractual agreement.

11. Non-Appropriation

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

12. Confidentiality of Content

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

- 12.1. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
- 12.2. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

Part II – Response Instructions

1. Schedule of Events

City of Leander intends to proceed according to the following schedule. These dates represent a tentative schedule of events. City of Leander reserves the right to change the dates in the Schedule of Events upon written notification to prospective Respondents through posting an Addendum on the City of Leander e-procurement system.

Event	Date/Time
Solicitation Posted Date:	March 27, 2025
<i>Pre-Submittal Meeting:</i>	April 10, 2025, at 10:00 am
Vendor Questions Due:	April 15, 2025, by 5:00 pm
Answers Posted to ESBD:	April 17, 2025, by 5:00 pm
Response Due Date:	May 1, 2025, at 2:00 pm
Oral Presentation (if necessary)	TBD
Expected Contract Award Date:	On or before August 2025

All questions regarding the solicitation shall be submitted through the e-procurement system by 5:00 PM on the due date noted above. A copy of all the questions submitted and the City's response to the questions shall be posted through the e-procurement system.

Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to ensure a mutual understanding of the services to be provided and the approach to be used.

2. Pre-Submittal Meeting

A NON-MANDATORY pre-submittal meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-solicitation meeting will be conducted on:

April 10, 2025, at 10:00 am
City of Leander, Teams Meeting

The City considers this pre-submittal meeting non-mandatory and it is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this solicitation. Respondent shall be responsible for obtaining any and all project cost. Vendor attendance will be documented at the pre-submittal meeting. The City isn't responsible for disseminating information conveyed in the pre-submittal meeting to any Respondents not in attendance.

3. Response Submission

The City of Leander has a new e-Procurement Portal that will accept submission of the electronic response to this solicitation.

3.1. Submission Instructions:

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

- 3.1.4. If Texas ID number is unknown, enter the Federal Employer Identification Number.
- 3.1.5. Respondents will have the ability to modify their submissions up to the Response Due Date in the e-Procurement Portal.
- 3.1.6. Responses received after this time and date shall not be considered.
- 3.1.7. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- 3.1.8. Telephone or faxed Responses will not be considered.
- 3.1.9. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- 3.1.10. Interested Respondents are encouraged to register in advance and submit their intent to bid notification, if requested on the e-Procurement Portal.
- 3.2. Submission Support:
 - 3.2.1. The City of Leander e-Procurement Portal is compatible with the following browsers: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Browser cookies and Javascript must be enabled on the browser. Submission by other methods will not be accepted unless non-electronic samples are required for this solicitation.
 - 3.2.2. Respondents should contact Bonfire at support@gobonfire.com for technical questions related to submissions or visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.
 - 3.2.3. Support through Bonfire or the City of Leander is not guaranteed one hour prior the submission due date. Interested Respondents are encouraged to begin the submission process one week prior to the bid due date. This allows time to troubleshoot any submission issues.

4. Agreement Negotiations

In establishing an agreement as a result of the solicitation process, the City must follow the process outline in Texas Government Code, Subtitle F, Chapter 2254, Sec. 2254.004.

5. Post Award Meeting

The City and Respondent shall have a post award meeting to discuss, but not be limited to the following: Identify specific milestones, goals and strategies to meet objectives.

6. Costs Incurred

Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

7. Ethics Ordinance and Disclosure Statements

The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain conflicts of interest. The relevant sections of the Ethics Ordinance are set forth below. The Ethics Ordinance can be found in Article 9.05, Chapter 9 of the City's Code of Ordinances at the following link: <http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

Part III – Specifications

1. Scope

A preliminary scope of work to design and engineer the renovation of nineteen (19) greens complexes, includes but is not limited to:

1.1. Planning and Design

- 1.1.1. Provide a qualified golf course architect or specialist to develop a comprehensive greens renovation plan that adheres to United States Golf Association (USGA) specifications.
- 1.1.2. Collaborate with the Crystal Falls Golf Club (CFGF) staff to design and engineer suitable renovation plans for the associated greens complexes including greens, surrounds, irrigation systems, drainage, approaches and aprons.
- 1.1.3. Provide a comprehensive itemized cost estimate for the design, engineering and construction phases of the project.
- 1.1.4. Identify all necessary permits and approvals from local, state and federal authorities as required. Generate and submit all necessary documents to the proper entities to acquire these permits and approvals.
- 1.1.5. Identify all necessary environmental and cultural reviews, required by all governing authorities. Conduct necessary studies and investigations. Generate and submit all necessary documents and approvals to the proper authorities to allow this project to proceed.
- 1.1.6. Attend design meeting, at least once per month.

Provide all topographic and boundary surveys, based on City-approved State plane.

- 1.1.7. Provide construction ready drawings and associated documentation required to execute the project.
- 1.1.8. Submit 30%, 60%, and 90% drawing and specification packages for review and comment.
- 1.1.9. Submit updated estimated milestone critical path schedules and updated Opinion of Probable Cost (OPC) with each design phase.
- 1.1.10. All design and engineering will be code, standard, and ordinance compliant.
- 1.1.11. Submit 90% drawing and specification package to City's HUB website for review and permitting process, based on City requirements. Irrigation, electrical, and signage drawings are permitted separately.
- 1.1.12. Attend a page-turn review meeting prior to each design phase submission.
- 1.1.13. Submit 100% drawings, signed and stamped, upon approval, per City requirements.
- 1.1.14. Deliverables:
 - 1.1.14.1. One (1) hard copy, 24"x36" format, and a digital pdf copy of the Permitted Drawings.
 - 1.1.14.2. Digital – CAD (.dwg) copy of drawings
 - 1.1.14.3. Digital – CAD (.dwg) copy of survey
 - 1.1.14.4. Digital – pdf copy of CZP permit
 - 1.1.14.5. Digital – pdf copy of any required permit or approval
 - 1.1.14.6. Digital – pdf copy of updated OPC
 - 1.1.14.7. Digital – pdf copy of updated milestone critical path schedule
 - 1.1.14.8. Digital – pdf copies of each meeting's notes
- 1.1.15.

1.2. Green Contour and Shaping

- 1.2.1. Design and Engineer the greens to the desired contours, size and slopes for improved playability, pin location management, drainage and green speeds appropriate for the selected turf.
- 1.2.2. Design and Engineer appropriate subgrade layers, including compacted gravel or sand-based materials, and growing medium required to provide a stable foundation as needed per USGA specifications.

1.3. Drainage systems

- 1.3.1. Assess and validate current greens complex drainage systems design and functionality. Recommend, design, and engineer appropriate changes as needed.
- 1.3.2. Ensure final design is appropriate for installed drainage systems to prevent water accumulation and ensure proper water movement away from the greens.
- 1.3.3. DESIGN AND ENGINEER grading for positive surface drainage away from the greens, collars, aprons, fairways and cart paths into native areas. Provide calculations for all drainage review.
- 1.3.4. All subsurface drainage line mapping with drain sizes and inlet/outlet locations.
- 1.3.5. Provide for and submit CZP application to TCEQ, if required;
- 1.3.6. Deliverables:
 - 1.3.6.1. Digital – pdf copy of Hydrology and Drainage report.

1.4. Soil Modification and Preparation Planning

- 1.4.1.1. Conduct necessary geotechnical and subsurface investigation and assessment.
- 1.4.2. Make recommendations for necessary soil amendments and modifications based on the results of the soil tests, environmental conditions and conformance to USGA standards for local agronomic conditions.
- 1.4.3. Conduct Subsurface Investigation SUE B, C, and D;
- 1.4.4. Provide Drainage pipe, gravel, and sand specification recommendations
- 1.4.5. Provide a comprehensive soil cultivation program, including aeration, topdressing, and overseeding.
- 1.4.6. Identify appropriate soil additives and conditioners to improve and maintain quality soil structure, nutrient availability, and moisture retention.
- 1.4.7. Deliverables:
 - 1.4.7.1. Digital – pdf copy of Geotechnical report;
 - 1.4.7.2. Digital – pdf copy of SUE investigation report.

1.5. Turfgrass Planning

- 1.5.1. Collaborate with CFGC staff to select and source suitable turfgrass species for the Central Texas climate and growing conditions.
- 1.5.2. Pre planting fertility program and planting timeline recommendations.

1.6. Irrigation Systems

- 1.6.1. Design and engineer irrigation system appropriate for the new greens complexes that ensures efficient and uniform water distribution of greens surfaces, roughs, surrounds, aprons and approaches.
- 1.6.2. Develop irrigation scheduling and programming recommendations to maintain optimal moisture levels, before, during and after renovation to ensure the best potential turfgrass performance and health.
- 1.6.3. Provide detailed mapping of the irrigation system to include but not limited to the location, type and size of all pipes, wiring, sprinkler heads, valves, wire splice boxes, and fittings.
- 1.6.4. Irrigation, signage, and electrical systems are permitted separately
- 1.6.5. Deliverables:
 - 1.6.5.1. One (1) hard copy, 24"x36" format, and a digital pdf copy of the Permitted Drawings, for each permitted drawings;
 - 1.6.5.2. Digital – CAD (.dwg) copy of drawings.

1.7. Post-Renovation Care and Maintenance

- 1.7.1. Develop and provide recommendations for a comprehensive post renovation maintenance program for all associated turf grass, irrigation and draining systems.
- 1.7.2. Provide guidelines for mowing, fertilization, pest control, and weed management tailored to the specific turfgrass species and local conditions.
- 1.7.3. Provide recommendations for proper maintenance staffing levels for the program.
- 1.7.4. Deliverable: pdf copy of Care and Maintenance Guide

1.8. Project Management and Timeline

- 1.8.1. Assign a dedicated project manager to oversee the design and engineering process, coordinate with relevant stakeholders, and ensure adherence to the timeline.

- 1.8.2. Develop a detailed project schedule that outlines specific tasks, milestones, and deadlines. This will be updated with each design phase submission at 30%, 60%, 90%, and 100%.
- 1.8.3. Communicate regularly with the golf course management and provide progress updates throughout the renovation process.
- 1.9. **Bidding Phase Services:** The bidding phase services provided by the successful Respondent shall include but not be limited to:
 - 1.9.1. Provide bid form and project description to attach to City's bid documents and instructions;
 - 1.9.2. Coordinate and assist City with distribution of construction documents;
 - 1.9.3. Participate in a Pre-Bid Conference and preparation of notes to record items discussed and decisions made during this conference;
 - 1.9.4. Address inquiries from Bidders during the bid phase and issue addendums to the Construction Documents if required;
 - 1.9.5. Participate in the Bid Opening and prepare a Bid Tabulation;
 - 1.9.6. Provide a Bidder recommendation;
 - 1.9.7. Deliverables:
 - 1.9.7.1. Digital - pdf copy of the pre-construction meeting notes;
 - 1.9.7.2. Digital - pdf copy of all addendums; and Digital - copy of the Bid Tabulation and Recommendation.
- 1.10. **Construction Phase Services:** The construction phase services provided by the successful Respondent shall include but not be limited to:
 - 1.10.1. Participate in a pre-construction conference. Meeting notes will be prepared to record items discussed during this conference;
 - 1.10.2. Participate in periodic observation/site visits during construction. Construction observation reports accompanied by construction progress photographs will be prepared for each site visit, which should be at least once per month, to accompany and compliment Respondent's invoices. Anticipate up to sixteen (16) construction site visits;
 - 1.10.3. Review shop drawings, submittals, requested substitutions; providing clarifications as required, for either approval or rejection;
 - 1.10.4. Review request for information (RFI's) and provide written responses to the Contractor in the form of Proposal Requests, Change Orders, or Construction Change Directives. RFI's shall be responded to within 48 hours;
 - 1.10.5. Prepare documentation for change orders; if required;
 - 1.10.6. Participate in a site visit and observation to create a punch list of deficient items, as engineer's concurrence letter;
 - 1.10.7. Participate in follow-up site visit(s) to observe completion of punch list items;
 - 1.10.8. At the conclusion of construction activities and prior to the preparation of record drawings, coordinate with the Contractor on documentation of any changes made during construction;
 - 1.10.9. Preparation of Record Drawings using information provided by the Contractor;
 - 1.10.10. Conduct post construction topographic survey;
 - 1.10.11. Deliverables:
 - 1.10.11.1. Digital - pdf copy of pre-construction conference notes;
 - 1.10.11.2. Digital - pdf copy of site visit reports;
 - 1.10.11.3. Digital – pdf copies of reviewed and approved/rejected submittals;
 - 1.10.11.4. Digital - pdf copy of each proposal request, change order, and construction change directive;
 - 1.10.11.5. Digital - pdf copy of each request for information (RFI);
 - 1.10.11.6. Digital - pdf copy of the Substantial Completion observation report and punch list;
 - 1.10.11.7. Digital - pdf copy of the follow-up final observation reports; and
 - 1.10.11.8. One (1) hard copy, 24"x36" format, and a digital pdf copy of the Record Drawings.
 - 1.10.11.9. topographic survey of existing grades to establish pre- & post- construction grades
 - 1.10.12. Bid documents to be written for one project construction.;

-
- 1.10.13. Construction administration and observation including conferences, monthly site observations and regularly scheduled progress meetings with the City;
 - 1.10.14. Final site survey of new site systems, at the completion of construction;
 - 1.10.15. Project closeout, establishment of warranties, and guarantees. Final start-up and certification of mechanical, electrical, and plumbing systems;
 - 1.10.16. Provide certified record drawings as well as electronic copies in both PDF and an approved editable format (.dwg);
 - 1.10.17. Provide Engineers Concurrence Letter at end of project;
 - 1.10.18. Attend one (1) Lessons Learned meeting at the end of construction and provide compiled notes;
 - 1.10.19. Follow all applicable codes, which could include, but is not limited to, the following:
 - 1.10.19.1. National Electrical Code;
 - 1.10.19.2. Texas Department of State Health Services;
 - 1.10.19.3. International Code Council, Building Code;
 - 1.10.19.4. Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS);
 - 1.10.19.5. Occupational Safety and Health Act (OSHA); and
 - 1.10.19.6. In addition there are multiple American Society for Testing Materials (ASTM) and National Sanitation Foundation (NSF) standards which are to be considered.
 - 1.10.19.7. Adhere to all applicable City standards and ordinances;
 - 1.10.20. The Respondent will work with the City, prior to the City issuing a construction request for bid/proposal, to ensure the feasibility and constructability of their designs, and that the estimated cost of construction of the project is within acceptable industry standards through value engineering, the selection of building systems and materials, cost estimating, scheduling, and other means.



Scoring Summary

Active Submissions

	Total	Minimum Qualifications and Requirements Met	Relevant Qualifications and Experience	Available Resources and Location	Methodology, Approach and Timeline:
Supplier	/ 100 pts	Pass/Fail	/ 50 pts	/ 20 pts	/ 30 pts
Kimley-Horn and Associates, Inc.	94 pts	Pass	50 pts	16 pts	28 pts
Ross Golf Design, LLC	77.33 pts	Pass	40 pts	13.33 pts	24 pts

	References
Supplier	Pass/Fail
Kimley-Horn and Associates, Inc.	Pass
Ross Golf Design, LLC	Pass



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Approval of Amendment No. 3 to Master Professional Service Agreement MATLT-REL-CIPS23-019 for material testing services to change the name from UES Professional Solutions 45, LLC to UES Professional Solutions 44, LLC; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Master Professional Service Agreement MATLT-REL-CIPS23-019 was fully executed between the City of Leander and Rock Engineering and Testing Laboratory, LLC to perform Material Testing Services under the Professional Pool on February 15, 2024.

Amendment No. 1 was formally approved to change all references from “Rock Engineering and Testing Laboratory, LLC” and to the “Consultant” in the Agreement to UES Professional Solutions 45, LLC. The changes are due to the consolidation of legal entities following acquisitions.

This amendment would change the name from UES Professional Solutions 45, LLC to the new entity name of UES Professional Solutions 44, LLC.

HISTORY/TIMELINE:

02/15/2024 – City Council approved the master professional service agreement.

05/02/2024 – City Council approved Amendment No. 1 changed name.

06/06/2024 – City Manager approved Amendment No. 2 added an additional unit cost item to the approved schedule of services and fees.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Tony Bettis, PMP, CIP Project Manager

Fiscal Impact

N/A

Attachments:

1. Amendment No. 3

CONTRACT AMENDMENT FOR PROFESSIONAL SERVICES

**AMENDMENT NO. 3 TO MASTER PROFESSIONAL SERVICE AGREEMENT NO.
MATLT-REL-CIPS23-019**

This will constitute authorization between the CITY OF LEANDER, TEXAS (Owner) and UES PROFESSIONAL SOLUTIONS 44, LLC (formerly known as UES PROFESSIONAL SOLUTIONS 45, LLC), to adopt AMENDMENT NO.3. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

**CITY OF LEANDER
MASTER PROFESSIONAL SERVICE AGREEMENT NO. MATLT-REL-
CIPS23-019**

A. AMENDMENT DESCRIPTION

- All reference to “UES Professional Solutions 45, LLC” and to the “Consultant” in the Agreement are hereby changed via this Addendum to UES Professional Solutions 44, LLC.

B. EXHIBITS ATTACHED TO THIS AMENDMENT

- UES PROFESSIONAL SOLUTIONS 44, LLC Amendment Letter
- W9

APPROVED:

CITY OF LEANDER, TEXAS

Signature: _____

Name: _____

Title: _____

Date: _____

ACCEPTED:

UES PROFESSIONAL SOLUTIONS 44, LLC.

Signature: Anahita Goudarzi

Name: Anahita Goudarzi Ph.D., P.E.

Title: Austin Managing Director

Date: 9/19/2025



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Approval of Change Order No. 2 to the contract agreement with DKC Construction Group, for the Leander Senior Activity Center (CIP P.6) to expedite the installation of gas services to the facility, in the amount of \$188,103.54, for a new contract amount of \$8,838,276.54, with a 25-day extension of term duration; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Leander citizens approved the issuance of several bonds to fund the design and construction of the Leander Senior Activity Center. The Senior Activity Center will provide recreation and entertainment facilities for the active adults and seniors in Leander. The Senior Activity Center will support programming for a full range of senior programs that include exercise classes, games, art classes, and other featured activities for area active adults and seniors. It also contains a full, commercial kitchen that allows for meal preparation, cooking classes, special events, and the opportunity to collaborate with other local service providers.

Change Order No. 1 addressed four (4) of the ten (10) alternates to date which involve being removed or reduced in scope; Alternate 1, Alternate 3, Alternate 8, and Alternate 9 as detailed in the change order. Five (5) of the remaining alternates were being kept as contracted.

To expedite the installation of gas services to the facility, the General Contractor who has control of the site was asked and accepted to coordinate Atmos Gas being brought onto the site to a designated location by the design team. The majority of the Atmos Gas costs are based on an estimate by Atmos Gas, which the General Contractor will pay and be reimbursed by the City should this change order request be approved.

HISTORY/TIMELINE:

05/02/2024 – City Council approved a construction contract.

09/05/2024 – City Council approved Change Order No. 1 deducted \$133,649.00.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Tony Bettis, PMP, CIP Project Manager

Fiscal Impact

<u>Amount requested:</u>	\$188,103.54
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	Amended
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	General CIP

Attachments:

1. Change Order 2 - P.6



Document G701™ – 2017

Change Order

PROJECT:

Leander Senior Activity Center
701 Municipal Drive.
Leander, TX 78641

CONTRACT INFORMATION:

Contract For: P.6
Date: June 28, 2024

CHANGE ORDER INFORMATION:

Change Order Number: 2

OWNER:

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

ARCHITECT:

Pierce Goodwin Alexander & Linville, Inc.
3030 LBJ Freeway, Suite 1220
Dallas, Texas 75234

CONTRACTOR:

DKC Construction Group
1205 Sheldon Cove
Austin, Texas 78753

THE CONTRACT IS CHANGED AS FOLLOWS:

- ATMOS - GAS LINE (MAIN EXTENSION)

Attachments

- COR-21

The Original Contract Sum was	\$ 8,783,822.00
The net change by previously authorized Change Orders	\$ (133,649.00)
The Contract Sum prior to this Change Order was	\$ 8,650,173.00
The Contract Sum will be increase by this Change Order in the amount of	\$ 188,103.54
The new Contract Sum including this Change Order will be	\$ 8,838,276.54
The Contract Time will be unchanged by	Twenty-five (25)
days.	

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

Pierce Goodwin Alexander & Linville, Inc

CONTRACTOR

DKC Construction Group

OWNER

City of Leander



SIGNATURE



SIGNATURE

SIGNATURE

Michael H. Lloyd / Principal

PRINTED NAME AND TITLE

Robert Juarez

PRINTED NAME AND TITLE

Todd Parton, City Manager

PRINTED NAME AND TITLE

10/30/2025

DATE

10.30.25

DATE

DATE

Attachment

1205 Sheldon Cove
Austin, TX 78753
Ph : 512-800-0290

COR

To: City of Leander
201 N. Brushy Street
Leander, TX 78641

Number: COR- 21
Date: 10/2/25
Job: 01-24025 Leander Senior Activity Center
Phone:

Description: ATMOS - GAS LINE (MAIN EXTENSION)

We are pleased to offer the following specifications and pricing to make the following changes:

Per Agreement - EXTENSION AGREEMENT (ATTACHED)

Upon execution of this Agreement, Applicant (DKC) will deposit with Company (atmos) \$166,808,

After the completion of the Project, Company (atmos) will forward a statement to Applicant setting forth the total of the actual costs incurred by Company (atmos) for the Project. If said actual costs are in excess of said Ballpark Estimate, then Applicant will, within 30 days after receipt of such statement, reimburse Company (atmos) for all such additional costs. If the statement establishes that the actual costs for the Project were less than the Ballpark Estimate, then Company (atmos) will, together with the statement, refund to Applicant the difference between the actual costs for the Project and the Ballpark Estimate.

The total amount to provide this work is \$188,103.54
(Please refer to attached sheet for details.)

If you have any questions, please contact me at (512)800-0290.

Submitted by: Robert Juarez
DKC Construction Group

Cc: Jessica Burke

This is an attachment to Change Order No. 2

COR-21 Price Breakdown
Continuation Sheet

Description: ATMOS - GAS LINE (MAIN EXTENSION)

Description	Labor	Material	Equipment	Subcontract	Other	Price
GAS MAIN					\$166,808.00	\$166,808.00
					Subtotal:	\$166,808.00
Insurance				\$166,808.00	1.50%	\$2,502.12
Bonding				\$169,310.12	1.00%	\$1,693.10
OHP				\$171,003.22	10.00%	\$17,100.32
					Total:	\$188,103.54



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Approval of the purchase of water valve maintenance skid from E.H. Wachs utilizing purchasing cooperative BuyBoard Contact 685-22 in the amount of \$98,585.15; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Fiscal Year 2026 budget programmed the purchase of one (1) water valve maintenance skid for the Public Works Utilities Department.

The maintenance skid City staff would like to purchase is a truck-mounted system that will provide the Public Works Utilities Department an all-in-one solution for maintaining water distribution valves safely and efficiently. The self-contained skid maximizes a utility truck's flatbed space by integrating a valve exerciser, high-performance vacuum system, and pressure washer onto a single platform. Key benefits include improved operator safety, enhanced productivity, and precise valve control to prevent damage to water infrastructure.

The purchasing program participation provisions contained in Texas Government Code Sec. 271.012 provides that a local government that purchases goods or services through a qualified purchasing cooperative is deemed to have satisfied the competitive bidding requirements for goods or services. City staff proposes to purchase this item through BuyBoard (Purchasing Contract 685-22).

The City of Leander's BuydBoard membership became effective on February 3, 2005.

HISTORY/TIMELINE:

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>	\$98,585.15
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New

Recurring or one-time:

One-time

Fund source (Operating / Utility / etc.):

Utility

Attachments:

1. Valve Skid Quote

Quotation

Page 1 of 2

TO: **Kenley Crowder**
 Assitant Director - Utilities
 City Of Leander
 607 Municipal Dr.
 Leander, TX 78641

Date: 9/4/2025
 Quotation Number: JB238445
 Payment Terms: Net 30 Days
 Shipping Terms: FOB Origin
 Valid Through: 12/4/2025
 Estimated Ship Date: See Below
 Reference: BuyBoard #685-22

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-54 Standard LX (Diesel) – VMS (RH): Single turner valve maintenance skid; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger. Available Options: TM-7 HD Plus (up to 2,500 Ft/lb [3,390 Nm] of torque) with both automated and manual control valve operator (17-405-00) for those stubborn valves, Job Box if not outfitting with TM-7 HD Plus (77-409-00), Hot Water Heater (77-414-02) or already GPS enabled, however adding Trimble R2 GNSS receiver (79-412-02) provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources).	1	EA	96,995.00	3.0%	94,085.15
2	79-430-20 Field training - 1 day program. Training topics range from field operation of the mechanical systems like hydro-excavation and Valve operator; to training of computerized controllers and preventive maintenance software like VITALS. Field crews and participants will be shown, in detail, standard procedures for safe and efficient operation and use of valve maintenance tools.	1	EA	2,495.00	100.0%	0.00
Subtotal						94,085.15
Motor Freight						4,500.00
Total (USD)						\$98,585.15

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Jeffrey Brehm
 Sales Manager
 512-348-0171
 jeffrey.brehm@ehwachs.com



600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Quotation

Page 2 of 2

TO: **Kenley Crowder**

Date: 9/4/2025
Quotation Number: JB238445

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

See additional tariff related Terms and Conditions at ehwachs.com.



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Approval of the purchase of crack seal machine from TACOT, Inc., dba SealMaster Houston utilizing cooperative purchasing HGAC Co-Op Contract SM10-20 in the amount of \$71,653.75; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Fiscal Year 2026 budget programmed the purchase of one (1) crack seal machine for the Public Works Streets Department. The current machine, which was purchased eight (8) years ago, has been heavily used and has become less reliable, needing numerous repairs and more frequent maintenance, which has been causing operational interruptions and delays. A new unit will provide greater reliability and more continuous operations.

Crack sealing is one (1) of the first preventive maintenance techniques that the City implements on its asphalt roadways, and is conducted by Public Works Street Department crews. It is a well-established, cost-effective maintenance strategy that significantly extends the service life of asphalt roadways by preventing water infiltration, base damage, and accelerated deterioration of pavement.

The purchasing program participation provisions contained in Texas Government Code Sec. 271.012 provides that a local government that purchases goods or services through a qualified purchasing cooperative is deemed to have satisfied the competitive bidding requirements for goods or services. City staff proposes to purchase this item through the HGAC Co-Op (Contract SM10-20).

The City of Leander's membership to the HGAC Co-Op became effective on October 1, 2012.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

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

Fiscal Impact

<u>Amount requested:</u>	\$71,653.75
<u>Approved in current budget (Yes / No):</u>	Yes

Expenditure (New / Amended):

New

Recurring or one-time:

One-time

Fund source (Operating / Utility / etc.):

Operating

Attachments:

1. CrackSeal Machine_Qoute

Date	Quote #
10/21/2025	12623

TACOT Inc., dba SealMaster Houston
14435 I-10 East Freeway
Houston TX 77015-6463
Phone: 713.453.7325 Fax: 713.453.7326

San Antonio-Marion Store
10692 I-10 Frontage Rd
Marion TX 78124
830.420.3335

RGV-Donna Store
506 E Interstate Hwy 2
Donna TX 78537
956.420.1002

Quote Prepared For
City of Leander PO Box 319 Leander, TX 78646

Ship To
City of Leander 607 Municipal Dr Leander, TX 78646

P.O. No.		Terms	FOB	Rep	Contact
		Net 30	Destination	SDW	Chris
Qty	Item	U/M	Description	Rate	Total
1	E2755HH	ea	HGAC Contract SM10-20 CrackPro TR 260 D Heated Hose Tank Capacity: 260 Gallons Construction: Oil Jacket Type Tank Heat Transfer Oil: 25 Gallon Capacity Maximum BTU Input: Oil Jacket Tank Temperature Control: Automatic Electronic Tank Opening: 16" x 24" No Splash Material Loading Agitation: Full Sweep, Hydraulic Driven, Reversible Material Pump: 2" Steel Gear, Reversible Heating System: Bottom Fired Forced Air Diesel Fuel Suspension: Torsion Type Axle with 5 Lug Tubeless Tire Application Hose: 3/4" x 19' Electric Hose Heated Hose: Eliminates need to flush out hose for clean-up	68,898.75	68,898.75
1	P74001	ea	Heated C/F Hose - 23 ft. Upgrade	855.00	855.00
1	Freight		Freight: Includes Delivery, Setup, and Training	1,900.00	1,900.00

Any specified coverage rates may vary due to pavement age, porosity, method of application and/or the width and depth of cracks. All price quotations are provided as estimates only and are valid for 30-days unless otherwise specified.

*Your signature as agent for the above purchaser denotes acceptance of this quote.
To convert quote to an order - sign and date below and return to your SealMaster South Texas. We will contact you upon receipt regarding any additional information and/or arrangements necessary.*

Signature _____ Date _____

Printed Name _____

Subtotal	\$71,653.75
Sales Tax (0.0%)	\$0.00
Total	\$71,653.75



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Approval of a Resolution authorizing the Brushy Creek Regional Utility Authority (BCRUA) president to execute a contract with Webber Waterworks, LLC for the Phase 2A Water Treatment Plant Expansion construction in the amount of \$97,619,149.00, with Leander's obligation being 52.4% or \$51,152,434.10.

BACKGROUND:

The Brushy Creek Regional Utility Authority (BCRUA) is a regional partnership of the Cities of Cedar Park, Round Rock, and Leander. Over the past several years, a multi-phased plan has been underway to increase water production capacity in response to growing demands. Portions of the regional system have already been constructed (Phase 1A, Phase 1C) and others are currently under construction (Phase 1D, Phase 2). Phase 2A is a water treatment plant expansion project that will increase the capacity of the plant from 41.9 million gallons per day (MGD) to 64.2 MGD. This expansion includes two (2) new treatment trains, a 6 million gallon clearwell, and expansion of the booster pumps, chemical feed systems, recycled water systems, and disinfection basin.

The participants in this expansion effort are Leander (52.4%) and Round Rock (47.6%) with associated capacity increases of 11.7 MGD to the City of Leander and 10.6 MGD to the City of Round Rock. Cedar Park is not a participant in this expansion.

On September 25, 2025, competitive sealed proposals were opened and read aloud for the project. Three (3) responsive, competitive sealed proposals were submitted: Webber Waterworks, LLC (Webber), Woodlands, TX; Posillico Civil, Inc. (Posillico), Farmingdale, NY; and Thalle Construction Co., Inc. (Thalle), Hillsborough, NC. The proposals were evaluated and ranked based on the following selection criteria: 10% for Team Structure and Organizational Information, 10% for Project Approach and Schedule, 60% for Cost Proposal, and 20% for Proposer Qualifications and Experience. The table below presents a summary of the results of the evaluation, and the engineer's letter of recommendation and a more detailed description of the evaluation is attached. Based on evaluation of the proposals, Webber is the highest ranked proposer offering the best value, as determined by the selection criteria and ranking assessment.

Proposer	Cost Proposal Rank (60%)	Team Structure and Organizational Information Rank (10%)	Qualifications and Experience Rank (20%)	Project Approach and Schedule Rank (10%)	Overall Rank	Cost Proposal Amount
Webber	2	2	1	1	1	\$ 97,619,149
Posillico	1	3	2	3	2	\$ 92,444,000
Thalle	3	1	2	2	3	\$ 103,392,400

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff, the BCRUA Operations Committee, and the Engineer of record recommend award of the bid to Webber Waterworks, LLC.

PRESENTER:

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

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$51,152,434.10
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Multi-year - FY 2026 and FY 2027
<u>Fund source (Operating / Utility / etc.):</u>	Texas Water Development Board - State Water Implementation Fund for Texas (SWIFT)

Attachments:

1. Resolution
2. BCRUA Board Resolution - BCRUA-2025-032
3. BCRUA Ph 2A WTP Recommendation to Award

A RESOLUTION OF THE CITY LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC. PRESIDENT TO EXECUTE A CONTRACT WITH WEBBER WATERWORKS, LLC FOR THE PHASE 2A WATER TREATMENT PLANT EXPANSION CONSTRUCTION.

WHEREAS, the City of Leander, Texas (the “City”) is a participating and founding member of the Brushy Creek Regional Utility Authority, Inc., (the “BCRUA”), and

WHEREAS, after advertising for and receiving proposals from offerors, the BCRUA has determined that Webber Waterworks, LLC is the offeror which offers the best value for the BCRUA Phase 2A Water Treatment Plant Expansion Project, and

WHEREAS, the City desires to authorize the BCRUA to enter into a construction contract with Webber Waterworks, LLC,

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

That the City Council hereby authorizes the Brushy Creek Regional Utility Authority, Inc. to enter into a construction contract with Webber Waterworks, LLC for the BCRUA Phase 2A Water Treatment Plant Expansion Project.

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

PASSED AND APPROVED this November 6, 2025.

Na’Cole Thompson, Mayor Pro Tem

ATTEST:

Dara Crabtree, City Secretary

RESOLUTION NO. BCRUA-2025-032

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (“BCRUA”) has previously determined in Resolution No. BCRUA-2025-027 that “Competitive Sealed Proposal” is the delivery method which provides the best value for the BCRUA Phase 2A Water Treatment Plant Expansion Project, and

WHEREAS, after advertising for and receiving proposals from offerors, the BCRUA determines that Webber Waterworks, LLC is the offeror which offers the best value for the BCRUA Phase 2A Water Treatment Plant Expansion Project, and

WHEREAS, the Board of Directors of the BCRUA now wish to enter into a construction contract with Webber Waterworks, LLC, Now Therefore

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

That, after advertising for and receiving proposals from offerors, the BCRUA hereby finds that Webber Waterworks, LLC is the offeror which offers the best value for the BCRUA.

BE IT FURTHER RESOLVED,

That, subject to the approval of the Participating Cities, the Board President is hereby authorized and directed to execute on behalf of the BCRUA a construction contract with Webber Waterworks, LLC for the BCRUA Phase 2A Water Treatment Plant Expansion Project.

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

RESOLVED this 22nd day of October, 2025.



ANNE DUFFY, President
Brushy Creek Regional Utility Authority

ATTEST:



NA'COLE THOMPSON, Secretary

October 9, 2025

Brushy Creek Regional Utility Authority (BCRUA)
221 E. Main St.
Round Rock, TX 78664

Attn: Sam Roberts, P.E., General Manager

Re: BCRUA Phase 2A Water Treatment Plant (WTP) Expansion
Recommendation to Award Construction Contract
Project No.: 03-00867

Dear Mr. Roberts:

On September 25, 2025, Walker Partners assisted the BCRUA in opening competitive sealed proposals for the above referenced project. Three responsive, competitive sealed proposals were submitted by Webber Waterworks, LLC (Webber) of The Woodlands, TX; Posillico Civil, Inc. (Posillico) of Farmingdale, NY; and Thalle Construction Co., Inc. (Thalle) of Hillsborough, NC. The proposals were evaluated and ranked based on the following selection criteria: 10% for Team Structure and Organizational Information, 10% for Project Approach and Schedule, 60% for Cost Proposal, and 20% for Proposer Qualifications and Experience. The table below presents a summary of the evaluation criteria ranking. Based on evaluation of the proposals, Webber is the highest ranked proposer offering the best value, as determined by the selection criteria and ranking assessment.

Proposer	Cost Proposal Rank (60%)	Team Structure and Organizational Information Rank (10%)	Qualifications and Experience Rank (20%)	Project Approach and Schedule Rank (10%)	Overall Rank	Cost Proposal Amount
Webber	2	2	1	1	1	\$ 97,619,149
Posillico	1	3	2	3	2	\$ 92,444,000
Thalle	3	1	2	2	3	\$ 103,392,400

Evaluation of Webber’s proposal included a review of their technical qualifications and experience, including major subcontractors. A background check was performed based on feedback from owners and engineering firms for similar projects Webber has completed over the past several years. An interview of Webber was also completed to facilitate an in-depth review of technical and non-technical considerations including safety, quality, third party coordination, risk management, subcontractor management, schedule control, procurement of labor, materials, and equipment, and technical approach to constructing and commissioning the WTP expansion. The overall impression from this review is that Webber provides quality work in a timely and professional manner.

Based on the information presented and evaluation of the proposals, Walker Partners recommends that the BCRUA award a contract to Webber for the total Base Proposal amount of **\$97,619,149.00** for the Phase 2A WTP Expansion. The proposal did not include any alternate proposal items. We will submit this letter along with the Webber proposal and other required

documents to the Texas Water Development Board (TWDB) to allow contingent award of the contract. Upon approval by TWDB, we will prepare the Notice of Intent to Award Letter and other contract documents for transmittal to Webber.

Sincerely,



Jason Bybel, PE, PMP
Project Manager

Electronic Delivery

Enclosure: Certified Bid Tabulation

Cc: Project File

**Brushy Creek Regional Utility Authority
Phase 2A WTP Expansion Project**

**Competitive Sealed Proposal
Proposal Opening**

Proposals Opened September 25, 2025 @ 2:00 PM

	<i>Proposer</i>	Webber Waterworks, LLC	Thalle Construction Co., Inc.	Posillico Civil, Inc.					
Attachments:									
Acknowledgement of Addendum 1		✓	✓	✓					
Acknowledgement of Addendum 2		✓	✓	✓					
Acknowledgement of Addendum 3		✓	✓	✓					
Acknowledgement of Addendum 4		✓	✓	✓					
Acknowledgement of Addendum 5		✓	✓	✓					
Acknowledgement of Addendum 6		✓	✓	✓					
Proposal Form (Section 00300, Item 3.0)		✓	✓	✓					
Team Structure and Organizational Information Form (Section 00300, Item 4.0)		✓	✓	✓					
Project Approach (Section 00300)		✓	✓	✓					
Project Schedule (Section 00300)		✓	✓	✓					
Deviation or Compliance Form (Section 00300, Item 5.0)		✓	✓	✓					
Non-Collusion Acknowledgement (Section 00300, Item 6.0)		✓	✓	✓					
Suspension or Debarment Certificate (Section 00300, Item 7.0)		✓	✓	✓					
Conflict of Interest Questionnaire (Section 00300, Item 8.0)		✓	✓	✓					
Certificate of Interested Parties Form 1295 (Section 00300, Item 9.0)		✓	✓	✓					
W-9		✓	✓	✓					
Proposal Security		✓	✓	✓					
Proposer Qualifications and Experience Form (Section 00400)		✓	✓	✓					
TWDB-0459		✓	✓	✓					
ED-103		✓	✓	✓					
ED-104		✓	✓	✓					
<u>BASE PROPOSAL ITEMS</u>									
<u>Item No.</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>
1	Bonds, Mobilization, Start-Up	1	LS	\$ 4,500,000.00	\$ 4,500,000.00	\$ 5,150,000.00	\$ 5,150,000.00	\$ 4,622,200.00	\$ 4,622,200.00
2	Trench Safety	4000	LF	\$ 5.00	\$ 20,000.00	\$ 1.00	\$ 4,000.00	\$ 22.00	\$ 88,000.00
3	Construction of all Work as specified and detailed, cexcept for Work included in other Proposal items	1	LS	\$ 92,749,149.00	\$ 92,749,149.00	\$ 97,238,400.00	\$ 97,238,400.00	\$ 86,710,800.00	\$ 86,710,800.00
4	Commisioning and Start-up	1	LS	\$ 250,000.00	\$ 250,000.00	\$ 900,000.00	\$ 900,000.00	\$ 923,000.00	\$ 923,000.00
5	Allowance for Furniture, Fixtures, and Equipment (FF&E)	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
TOTAL BASE PROPOSAL PLUS ALLOWANCES				\$ 97,619,149.00		\$ 103,392,400.00		\$ 92,444,000.00	

**I, Jason W. Bybel, Texas P.E. # 97335,
do hereby certify that this proposal tab is accurate and true.**

**Prepared by:
Walker Partners, LLC
TBPE Registration No. 8053
6504 Bridge Point Parkway, Suite 200
Austin, TX 78730
512-382-0021 Telephone**

9/29/2025



9/29/2025

Page 1



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Approval of an agreement with NCL Government Capital for mowing equipment leasing to acquire one (1) Ventrac zero-turn mowers with attachments and three (3) John Deere tractor with attachments to support ongoing grounds and facility maintenance operations across City properties utilizing cooperative purchasing Sourcewell Contract 092424-NLC for a term of five (5) years with an annual lease payment of \$35,498.39, including 6.143% finance charge, for a contract amount of \$156,950.36; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

Staff seeks approval of a lease-purchase agreement in the amount of \$156,950.36 to acquire Ventrac and John Deere mowing and turf maintenance equipment to support ongoing grounds and facility maintenance operations across City properties. This purchase is aligned with the City's equipment replacement schedule to ensure operational reliability, minimize downtime, and maintain consistent service levels for parks, athletic fields, and landscaped areas.

This acquisition is contemplated in the FY 2026 budget and will include three (3) commercial zero-turn diesel mowers and a multi-functional Ventrac tractor with attachments for mowing, aeration, athletic field grooming, and other grounds maintenance applications. The equipment will be procured through Sourcewell cooperative purchasing contracts, ensuring competitive pricing and compliance with state purchasing requirements.

The equipment will be financed through a five-year (5-year), municipal lease with NCL Government Capital. This structure fully amortizes the cost over the term, with no balloon payment, providing the City the flexibility at the end of the lease term to either trade in the equipment or retain full ownership. This approach supports the City's strategy to modernize its fleet while preserving capital reserves. The lease cost was budgeted and approved in the FY26 budget.

The purchasing program participation provisions contained in Texas Government Code Sec. 271.012 provides that a local government that purchases goods or services through a qualified purchasing cooperative is deemed to have satisfied the competitive bidding requirements for goods or services. City staff proposes to purchase this item through the Sourcewell purchasing cooperative (Contract 092424-NLC).

The City of Leander's membership to the Sourcewell purchasing cooperative became effective on September 21, 2023.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Victor Castillo, Purchasing Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$156,950.36 (\$31,390.07 annually)
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	Recurring annually
<u>Fund source (Operating / Utility / etc.):</u>	General Capital Projects

Attachments:

1. Ventrac Quote
2. John Deere Quote
3. City of Leander - 1295
4. Equipment Financing 10.29.2025 with amortization schedule



Pricing Quote

Quote #: 106775-1005
Contract #: 112624-TTC

Date Quoted: October 27, 2025
Quote Expires: November 26, 2025

Prepared For:

John Smyth
City of Leander

Prepared By:

DeWinne Equipment Co Inc
Walter Geraghty
11002 Bandera Rd
San Antonio, TX 78250
Phone: 210-684-5296

Customer's Sourcewell Membership ID:

Thank you for the opportunity to quote the following Ventrac product(s) for your review. I have added the items that we feel would best serve your needs. Please feel free to contact me with any questions.

QTY	Model #	Description	MSRP	Sourcewell	Total
1	4520Y (39.51217)	Ventrac Tractor: KN, 4520Y Kubota D902 <i>Included Standard: Weight Transfer, SDLA Hand Controls, 4 Rear Weights, Front Fenders, Foot Pegs</i>	32,625.00	28,710.00	28,710.00
1	70.4160-99	Accessory: Kit, 3 Point Hitch 4520	2,650.00	2,332.00	2,332.00
1	70.4140	Accessory: DIGITAL SLOPE GAUGE Kit, Slope Indicator	460.00	404.80	404.80
1	70.4067	Accessory: DUAL WHEEL KIT Kit, Duals Field Trax Black	1,695.00	1,491.60	1,491.60
1	70.4169	Accessory: CANOPY Kit, Canopy	1,135.00	998.80	998.80
1	70.4170	Accessory: FAN FOR CANOPY Kit, Fan for Canopy	455.00	400.40	400.40
1	MK960 (39.55155)	Attachment: MOWERS - WIDE AREA MK, MK960 Wide Area Mower	8,250.00	7,260.00	7,260.00
1	70.8203	Accessory: Kit, Hydraulic Flip Up MK	580.00	510.40	510.40
1	EA600 (39.55460)	Attachment: AERA-VATOR EA, EA600 Aera-vator	8,340.00	7,339.20	7,339.20
1	70.4161	Accessory: 12V SWITCH & PLUG Kit, 12V Front 4520/4500	405.00	356.40	356.40
1	70.8015	Accessory: Kit, Opt Seeder EA	3,495.00	3,075.60	3,075.60
1	DR540 (39.55285)	Attachment: BALLPARK GROOMER DR, DR540 Groomer	2,995.00	2,635.60	2,635.60
6	47.0115	Accessory: ADDITIONAL WEIGHTS Weight, Suitcase - 42 LBS w/Box	125.00	110.00	660.00
1	DG550 (39.55280)	Attachment: BALLPARK RENOVATOR DG, DG550 Renovator	3,195.00	2,811.60	2,811.60
6	47.0115	Accessory: ADDITIONAL WEIGHTS Weight, Suitcase - 42 LBS w/Box	125.00	110.00	660.00
1	ET202 (39.55341)	Attachment: TURBINE BLOWER ET, ET202 Turbine Blower	7,365.00	6,481.20	6,481.20

QTY	Model #	Description	MSRP	Sourcewell	Total
1	ED202 (39.55332)	Attachment: EDGER ED, ED202 Edger	2,895.00	2,547.60	2,547.60
3	47.0115	Accessory: ADDITIONAL WEIGHTS Weight, Suitcase - 42 LBS w/Box	125.00	110.00	330.00
1	KJ520 (39.55401)	Attachment: BROOM KJ, KJ520 Broom	6,510.00	5,728.80	5,728.80

Subtotal 74,734.00

CHARGES

Setup Charges (5%) +3,736.70

Delivery (5%) +3,736.70

TOTAL USD \$ 82,207.40

SIGNATURE

DATE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 United Ag & Turf
 4000 West 2nd Street
 Taylor, TX 76574
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 United Ag & Turf
 4000 West 2nd Street
 Taylor, TX 76574
 512-352-5296
 TaylorJD@unitedagt.com

Quote Summary

Prepared For:

CITY OF LEANDER
 105 N BRUSHY ST
 LEANDER, TX 78641
 Business: 512-528-2730
 Mobile: 512-713-7091
 ACCOUNTSPAYABLE@LEANDERTX.GOV

Delivering Dealer:

United Ag & Turf
 David Reeh
 4000 West 2nd Street
 Taylor, TX 76574
 Phone: 512-352-5296
 davidreeh@unitedagt.com

Sourcwell Member #21316 Make All Payments To:
 United Ag & Turf 7736 Central Park Dr. Waco, TX 76712

Quote Id: 33558942

Created On: 27 October 2025

Last Modified On: 27 October 2025

Expiration Date: 26 November 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z997R DIESEL NA	\$ 24,914.32 X	3 =	\$ 74,742.96
Contract: Sourcwell Grounds Maint 112624-DAC (PG BT CG 76)			
Price Effective Date: October 24, 2025			
Equipment Total			\$ 74,742.96

Trade In Total

\$ 0.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 74,742.96
Trade In	
SubTotal	\$ 74,742.96
Total	\$ 74,742.96
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 74,742.96

Selling Equipment

Quote Id: 33558942

Customer Name: CITY OF LEANDER

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
US

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

United Ag & Turf
4000 West 2nd Street
Taylor, TX 76574
512-352-5296
TaylorJD@unitedagt.com

JOHN DEERE Z997R DIESEL NA

Contract: Sourcewell Grounds Maint
112624-DAC (PG BT CG
76)

Selling Price *
\$ 74,742.96

Price Effective Date: October 24, 2025

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
091STC	Z997R DIESEL NA	3	\$ 30,269.00	23.00	\$ 6,961.87	\$ 23,307.13	\$ 69,921.39
Standard Options - Per Unit							
001A	United States/Canada	3	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1151	26x12N12 Michelin X Tweel Turfs	3	\$ 1,763.00	23.00	\$ 405.49	\$ 1,357.51	\$ 4,072.53
1506	72 In. 7-Iron PRO Side Discharge Mower Deck	3	\$ 750.00	23.00	\$ 172.50	\$ 577.50	\$ 1,732.50
Standard Options Total			\$ 2,513.00		\$ 577.99	\$ 1,935.01	\$ 5,805.03
Value Added Services Total							
			\$ 0.00			\$ 0.00	\$ 0.00
Additional Discounts							
Multi-unit Discount		3			\$ 327.82	\$ -327.82	\$ -983.46
Additional Discount Total					\$ 327.82	\$ -327.82	\$ -983.46
Total Selling Price			\$ 32,782.00		\$ 7,867.68	\$ 24,914.32	\$ 74,742.96

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lease Servicing Center, Inc. dba NCL Government Capital
Alexandria, MN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Leander, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

IFB / CSP / RFP / RFQ#
Equipment financing/leasing

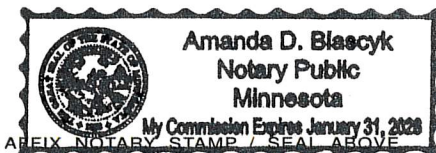
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Mitri L. Canavati, President	510 22nd Avenue E, Ste 501 Alexandria, MN 56308	X	
Chris J. Canavati, Sec/Treas	510 22nd Avenue E, Ste 501 Alexandria, MN 56308	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Mitri L. Canavati, this the 21st day of October, 20 25, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

Amanda D. Blaszyk
Printed name of officer administering oath

Notary
Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

October 27, 2025

City of Leander

Re: Tax Exempt Municipal Lease Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to City of Leander the following Tax Exempt Municipal Lease transaction as outlined below. Under this transaction, City of Leander would enter into a Tax Exempt Municipal Lease agreement with NCL for the purpose of acquiring Ventrac and John Deere Equipment. This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of Leander	
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital	
EQUIPMENT:	Ventric and John Deere Equipment	
EQUIPMENT COST:	\$156,950.36	
DOWN PAYMENT / TRADE-IN:	<u>\$0.00</u>	
AMOUNT FINANCED:	\$156,950.36	
FUNDING DATE:	November 7, 2025	
DEFERRAL DAYS:	43	
FIRST PAYMENT DUE:	December 20, 2025	
TERM:	5 Years	Rate = 6.143%
ANNUAL LEASE PAYMENTS:	\$35,498.39	
ALTERNATIVE LEASE OPTIONS:		

BALLOON PAYMENT: \$0.00

PRICING: The payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closes/funds prior to November 27, 2025.
After these days, the final payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$500 paid to Lessor at closing

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#092424-NCL NCL's Sourcewell Contract # is 092424-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (320) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Jacob Ost - (320) 763-7600
jakeo@nclgovcap.com

ACCEPTANCE

As a duly authorized agent of City of Leander, I hereby accept the proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: _____ DATE: _____
NAME: _____ TITLE: _____
PHONE: _____

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.

SCHEDULE OF PAYMENTS

Interest Rate = 6.143%

Amount Financed = \$156,950.36

Start Date = 11/7/2025

Number	Date	Payment	Interest	Principal	Purchase Option *
1	12/20/2025	\$35,498.39	\$1,151.64	\$34,346.75	N/A
2	12/20/2026	\$35,498.39	\$7,531.69	\$27,966.70	\$98,706.30
3	12/20/2027	\$35,498.39	\$5,813.66	\$29,684.73	\$67,745.12
4	12/20/2028	\$35,498.39	\$3,990.09	\$31,508.30	\$34,881.97
5	12/20/2029	\$35,498.39	\$2,054.51	\$33,443.88	\$0.00

*Assumes that all rental payments and other amounts due on and prior to that date have been paid.

Lessee: City of Leander



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Approval of a Resolution authorizing the Police Department to submit a grant application to the Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles; establishing an effective date; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

In today's increasingly complex and dangerous operational environment, law enforcement officers face heightened risks during routine patrols, traffic stops, and emergency responses. While personal ballistic vests offer essential protection, they leave officers vulnerable while inside their vehicles, often the first point of contact in hostile situations. Transforming patrol vehicles into mobile safe zones through the integration of bullet-resistant components is a critical step toward enhancing officer survival and operational safety.

Recognizing this urgent need, the Leander Police Department is pursuing funding through the Bullet-Resistant Components for Law Enforcement Vehicles, FY 2026 grant program. This state-supported initiative enables law enforcement agencies to install bullet-resistant materials in patrol vehicles, thereby mitigating risk and reinforcing officer protection during armed confrontations.

The program is authorized under House Bill 2217 Section 772.013, passed during the 89th Regular Session, and funded through House Bill 500 Section 1.34 for Trusted Programs within the Office of the Governor. A total of \$5 million is expected to be available for FY 2026, contingent upon appropriated federal funds and subject to applicable legal and administrative requirements. Importantly, this grant does not require matching funds, making it more accessible for agencies seeking to enhance officer safety without additional financial burden.

To support this initiative, the Leander Police Department is requesting \$410,000.00 in grant funding to upfit 41 patrol vehicles with bullet-resistant windshields, side windows, and door panels. All components will meet or exceed National Institute of Justice (NIJ) Level IIIA standards, providing protection against common handgun threats. This investment will significantly enhance officer safety, align with best practices in vehicle hardening, and strengthen public confidence in law enforcement readiness.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Greg Minton, Chief of Police

Fiscal Impact

Attachments:

1. Resolution

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

**A RESOLUTION SUPPORTING THE CITY OF LEANDER POLICE
DEPARTMENT GRANT APPLICATION TO THE FISCAL YEAR 2026
BULLET-RESISTANT COMPONENTS FOR LAW ENFORCEMENT
VEHICLES; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Public Safety Office in the Office of the Texas Governor announced a funding opportunity to solicit applications from law enforcement agencies to equip motor vehicles used by peace officers with certain bullet-resistant components; and

WHEREAS, the City of Leander finds it in the best interest of the citizens of Leander, that the Leander Police Department submit a grant application to the Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles for obtaining and installing bullet-resistant windshields, side windows, rear windows, and door panels in the amount of \$410,000.00 with no required matching funds from the City of Leander; and

WHEREAS, the City of Leander desires to designate the City Manager, or their designee, as the City's authorized official for the purposes of submitting an application to the Fiscal Year 2026 Bullet-Resistant Components for Law Enforcement Vehicles. The authorized official is given the power to apply for, reject, alter, or terminate the grant on behalf of the applicant agency;

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

SECTION 1. Authorizes the City of Leander Police Department to submit a grant application to the Fiscal Year 2026 Bullet-Resistant Components for Law Enforcements Vehicles.

SECTION 2. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions remain valid.

SECTION 3. The resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED AND APPROVED on the 6 day of November, 2025.

ATTEST:

THE CITY OF LEANDER:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor Pro Tem



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-25-0192 to amend the Journey Bible Church Planned Unit Development (PUD) with base zoning of LO-2-A (Local Office) to include a base zoning district of LC-2-A (Local Commercial) on two (2) parcels of land approximately 3.0 acres in size, more particularly described by Williamson Central Appraisal District Parcels R668974 and R668975; and generally located approximately 300 feet east of the intersection of Bull Nettle Drive and Journey Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0192 as described above.

BACKGROUND:

This request is the second step in the zoning process. The applicant is seeking to rezone a portion of their property to allow for the development of a swim school. City staff have reviewed the request and determined that a swim school is a permitted use within the Local Commercial (LC) use component. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in a Multi-Use Corridor identified by the Comprehensive Plan.

It is important to note that this zoning change would expand the range of allowable uses on the site beyond just a swim school. If approved, the property could also accommodate other uses permitted in the LC use component, such as retail, office, and restaurant establishments.

GENERAL INFORMATION:

Current Zoning: LO-2-A (Local Office)

Proposed Zoning: LC-2-A (Local Commercial)

Size and Location: The property is located north of Journey Parkway and east of Bull Nettle Drive, including approximately 3 acres.

Surrounding Area: This property is located north of just south of the Journey Bible Church and east of the daycare.

Previous Zoning Cases:

The following zone cases were previously submitted for this property:

- 17-Z-011 approved the Journey Bible PUD with the base zoning district of LO-2-A and restrictions it only allow a daycare use and was approved on June 15, 2017.
- 20-Z-030 approved an amendment to the Journey Bible PUD to remove the use restrictions and was approved on January 21, 2021.

PROPOSED ZONING DISTRICT:

USE COMPONENT

LO – LOCAL OFFICE:

Features: Office, assisted living, day care. Hours of operation: 7:00 a.m. to 10:00 Sun.-Thurs., 7:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. Access should be provided by a collector or higher classification street. This component is intended to help provide for land use transitions from local or general commercial or from arterial streets to residential development.

LC – LOCAL COMMERCIAL:

Features: Any use in LO (Local Office) plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast, convenience stores, funeral homes, smoke shops, and vape shops. Hours of operation: 5:00 a.m. to 10:00 p.m. Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SITE COMPONENT

TYPE 2:

Features: Accessory buildings greater of 20% of primary building or 120 square feet; accessory dwellings for SFR, SFE and SFS; drive-thru service lanes; uses not to exceed 40,000 square feet; multi-family provides at least 100% of units with an enclosed garage parking space.

Intent:

- (1) The Type 2 site component 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 (Local Office) and LC (Local Commercial) 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 (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) 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 (Heavy Commercial), and HI (Heavy Industrial) 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 A:

Features: Five (5) or more architectural features.

Intent:

- (1) The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
- (2) This component is intended to be utilized for single-family development that backs up to, or sides to, a major thoroughfare.
- (3) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component

adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.

(4) This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.

(5) This component may be utilized for any high-profile development, for any property in a prominent location or at an important gateway to the community.

(6) This component is not intended to become an involuntary standard for the majority of a single-family subdivision, especially with SFR (Single-Family Rural), SFE (Single-Family Estate), SFS (Single-Family Suburban), SFU (Single-Family Urban) and SFC (Single-Family Compact) components.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- 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 bufferyards 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.

The applicant reached out to the residents within 500' from the property on July 29, 2025 by mail. No responses were received as of the time of the public notification. Please see the full report from the applicant attached as Exhibit 8.

HISTORY/TIMELINE:

06/15/2017 – PUD Approved

01/21/2021 – PUD Amendment #1 Approved

10/09/2025 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Polnaszek Holdings, LLC. (Cynthia Polnaszek)

RECOMMENDATION:

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

1. Approve the proposed PUD Amendment #2;
2. Deny the proposed PUD Amendment #2; or
3. Approve an alternative request that may include modifications to the PUD Amendment #2 such as adding prohibited uses.

Staff recommends Option 1 listed above – Approve the proposed PUD Amendment #2. Staff made this recommendation based on the proposed use being compatible with the surrounding land uses and the future land use designation.

During the meeting of October 9, 2025, the Planning & Zoning Commission recommended approval.

PRESENTER:

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

Attachments:

1. Z-25-0192 Att 1 Letter of Intent - Journey Bible PUD
2. Z-25-0192 Att 2 Current Zoning - Journey Bible PUD
3. Z-25-0192 Att 3 FLU Map - Journey Bible PUD
4. Z-25-0192 Att 4 Public Notification - Journey Bible PUD
5. Z-25-0192 Att 5 Proposed Zoning - Journey Bible PUD
6. Z-25-0192 Att 6 Aerial Map - Journey Bible PUD
7. Z-25-0192 Att 7 Utilities Map - Journey Bible PUD
8. Z-25-0192 Att 8 PUD Notes - Journey Bible PUD
9. Z-25-0192 Att 9 Neighborhood Outreach - Journey Bible PUD
10. Z-25-0192 Att 10 Ordinance Journey Bible PUD
11. 10-9-2025 P & Z minutes

August 1, 2025

City of Leander Planning Department
201 N. Brushy Street Leander, Texas 78646

RE: R668975 Parcel
1.2 Acre at 3421 Journey Parkway
Leander, Texas 78641

Dear Planning Department,

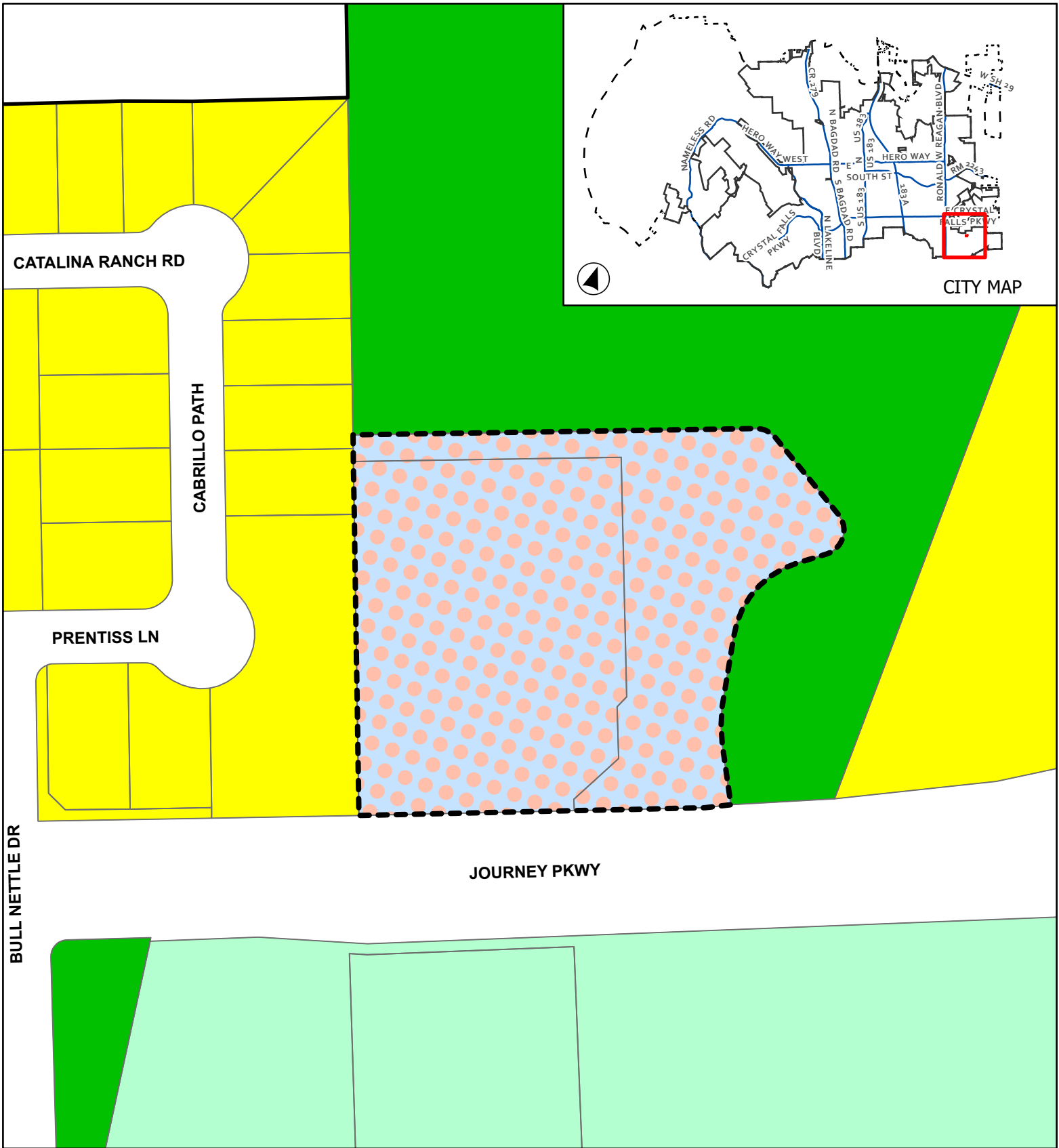
As the owners of the property located at 3421 Journey Parkway, 1 Block A, Journey Bible PUD, we are submitting this letter of intent for the above-referenced parcel.

The property is currently zoned under the Journey Bible PUD (Ordinance 21-005-00) with a base zoning of LO-2-A (Local Office). Our intent is to seek approval for a Marjo PUD Amendment to include the potential construction of a swim school facility under LC-2-A (Local Commercial).

Included in the uploaded application documents is the Determination of Appropriate Use Letter, which outlines the specifics of the building and potential business as a reference.

Thank you for your attention and consideration.

Sincerely,
Cynthia Polnaszek, Owner
3421 Journey Parkway
Leander, TX 78641
(210) 563-9757
cynthia@prepjp.com



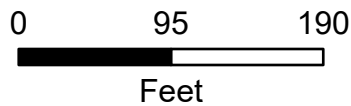
CASE: Z-25-0192

ATTACHMENT 2

**JOURNEY BIBLE
MAJOR AMENDMENT
TO AN EXISTING PUD**

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.

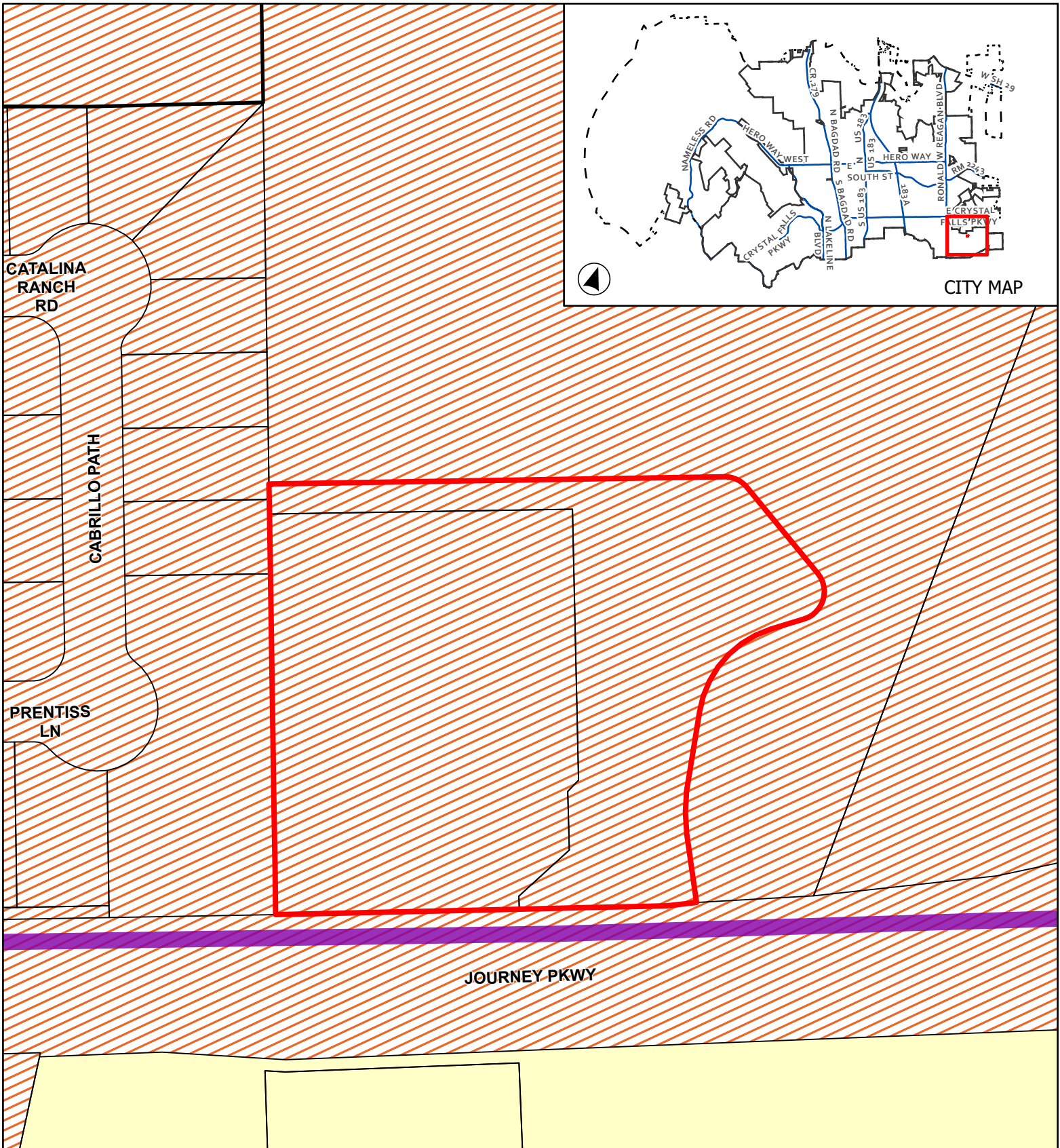


- City Limits
- ETJ
- Subject Boundary

Current Zoning

- SFR - Single-Family Rural

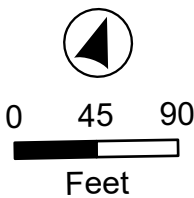
- SFS - Single-Family Suburban
- SFC - Single-Family Compact
- PUD - Local Office



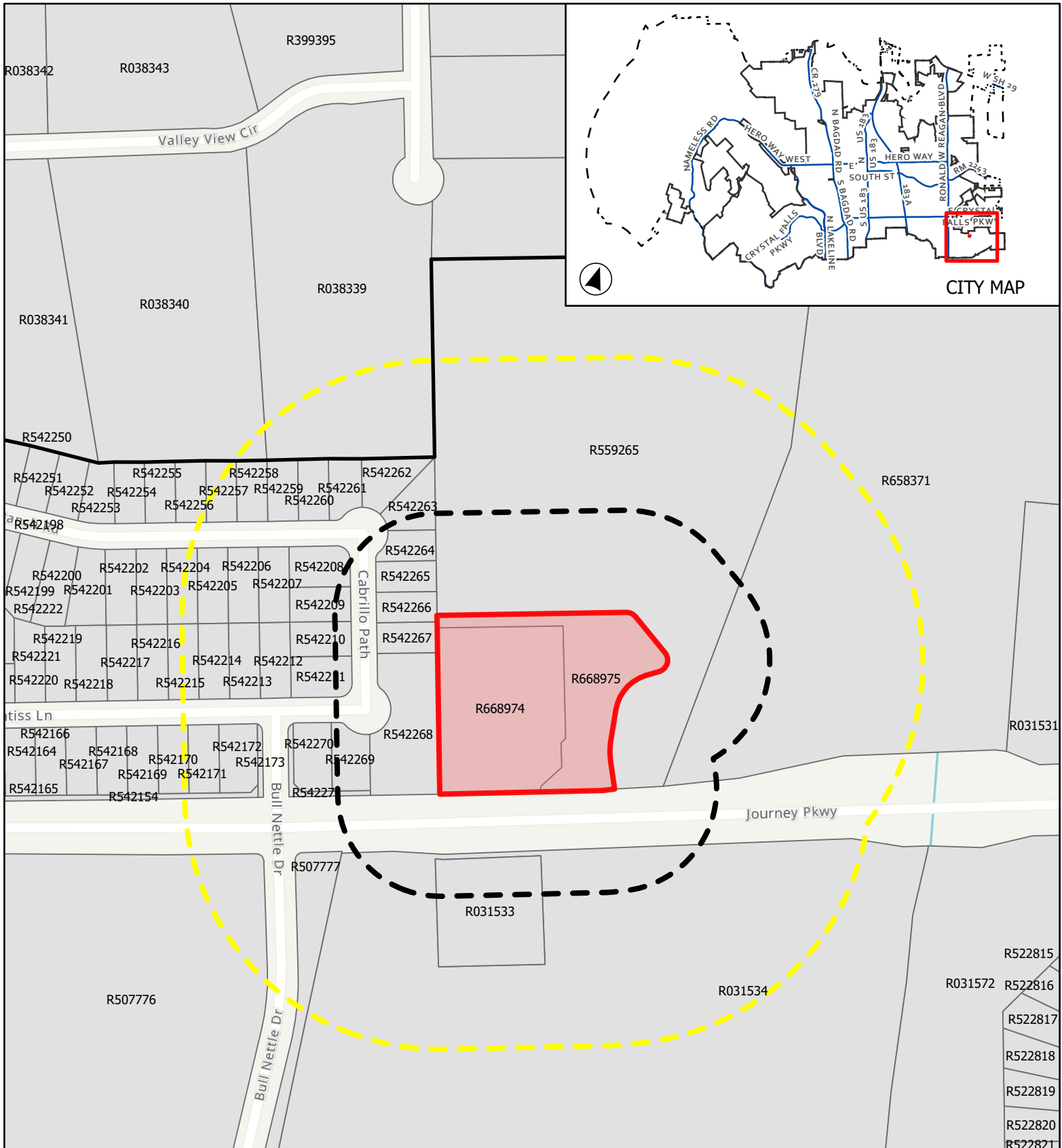
CASE: Z-25-0192 ATTACHMENT 3 JOURNEY BIBLE
MAJOR AMENDMENT
TO AN EXISTING PUD

Future Land Use Map

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- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Arterial 4 Lane, Existing



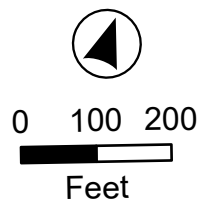
CASE: Z-25-0192

ATTACHMENT 4

**JOURNEY BIBLE
MAJOR AMENDMENT
TO AN EXISTING PUD**

Public Notification

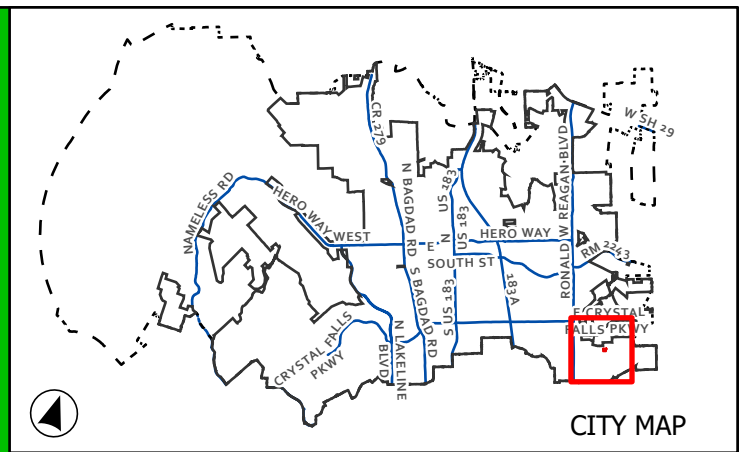
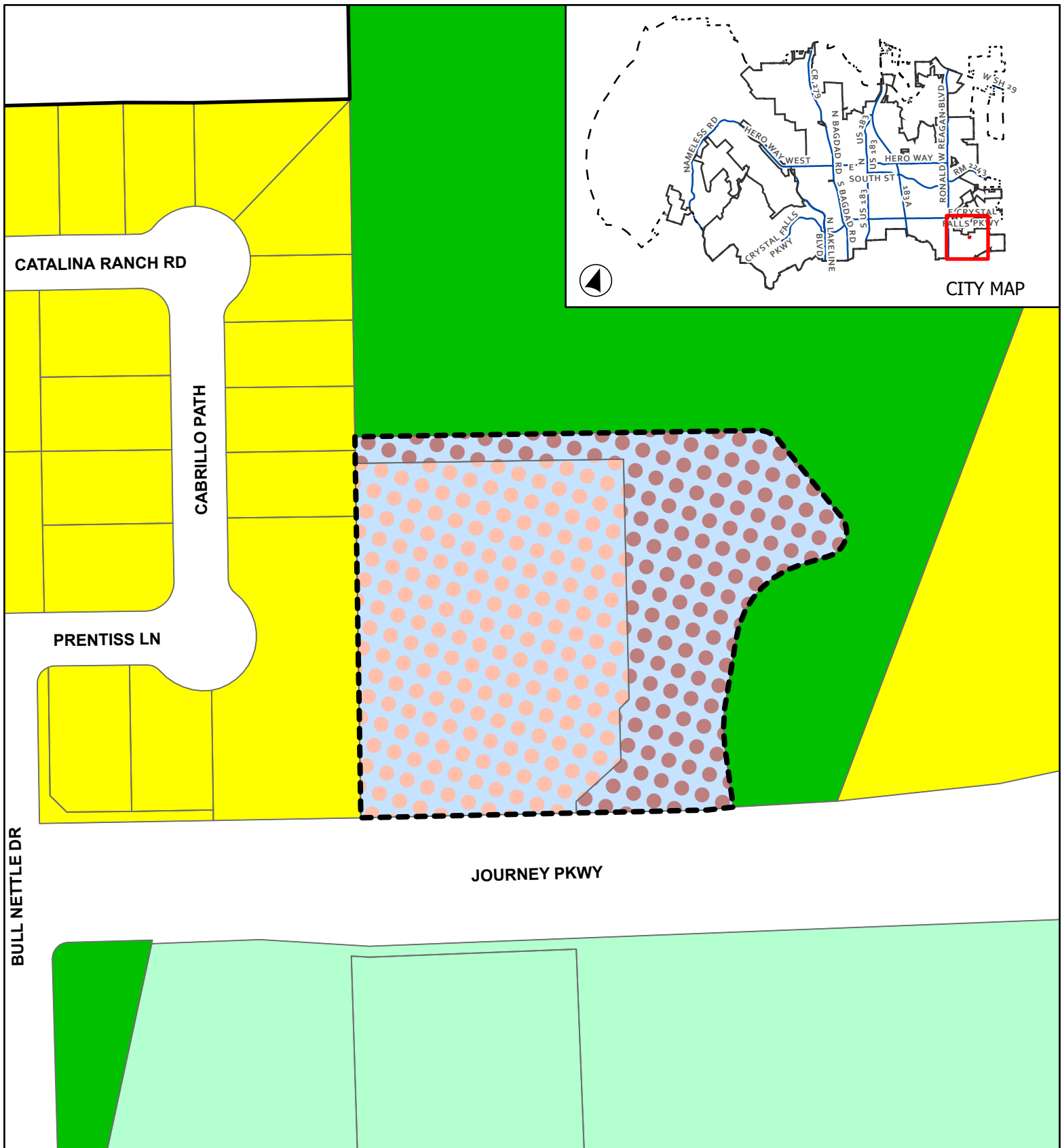
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- City Limits
- ETJ
- Subject Boundary

Notification Buffer

- 200'
- 500'



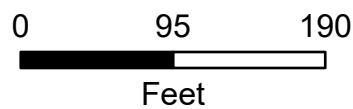
CASE: Z-25-0192

ATTACHMENT 5

JOURNEY BIBLE
MAJOR AMENDMENT
TO AN EXISTING PUD

Proposed Zoning

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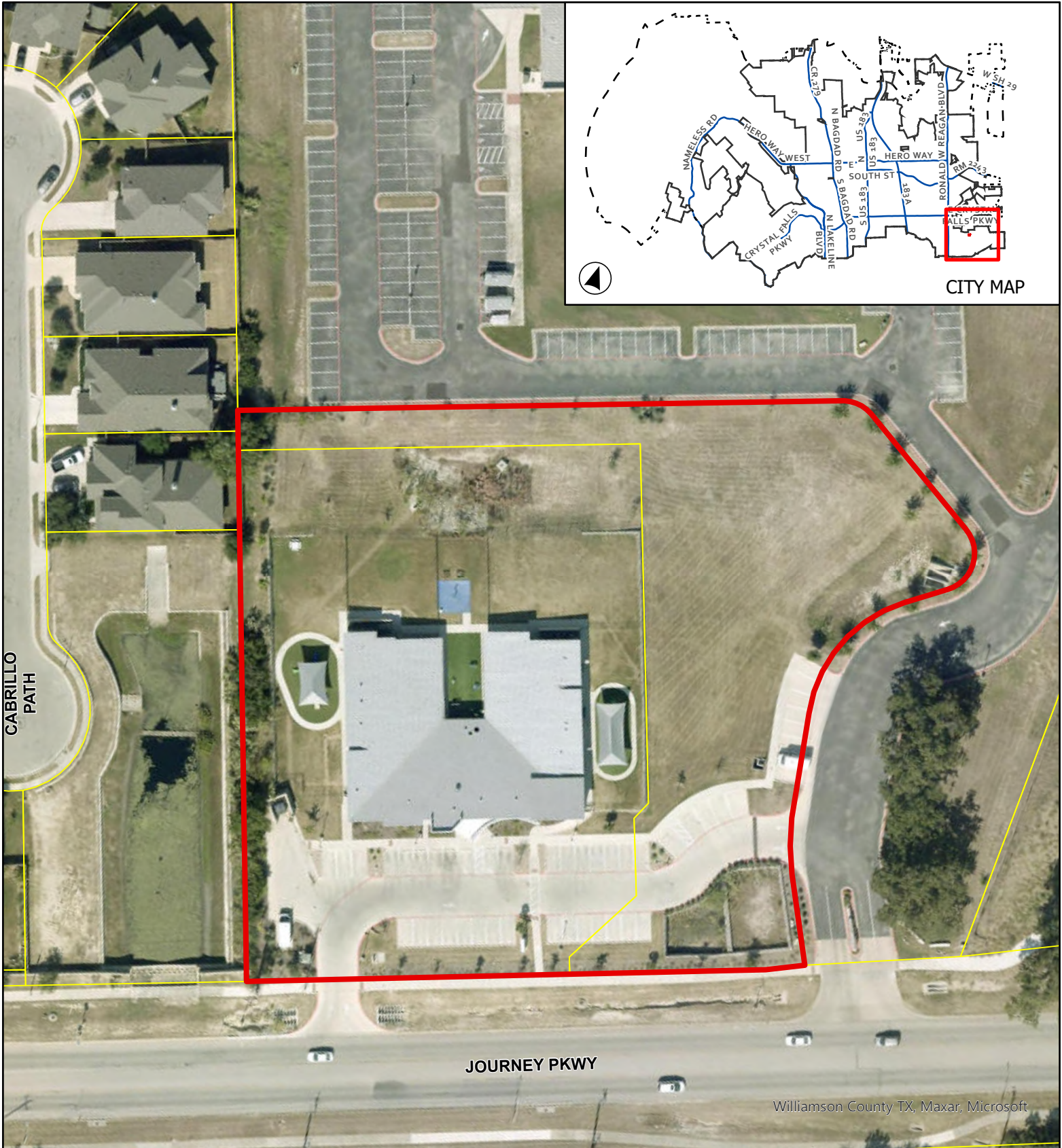


- City Limits
- ETJ
- Subject Boundary

Proposed Zoning

- SFR - Single-Family Rural

- SFS - Single-Family Suburban
- SFC - Single-Family Compact
- PUD - Local Office
- PUD - Local Commercial



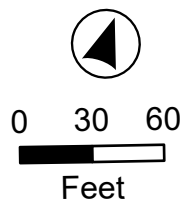
CASE: Z-25-0192

ATTACHMENT 6

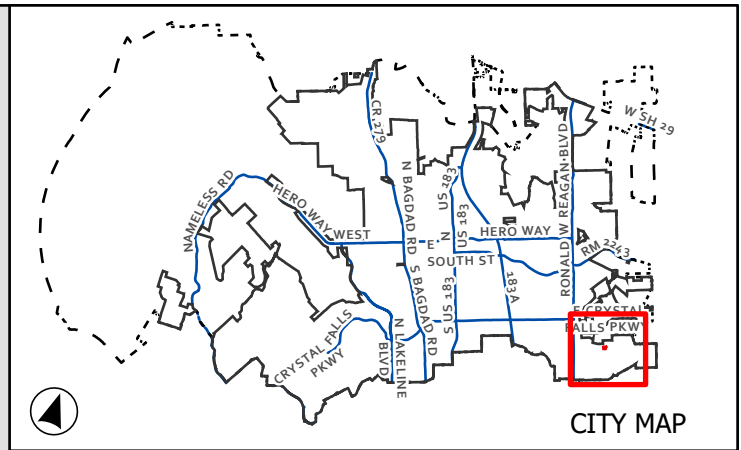
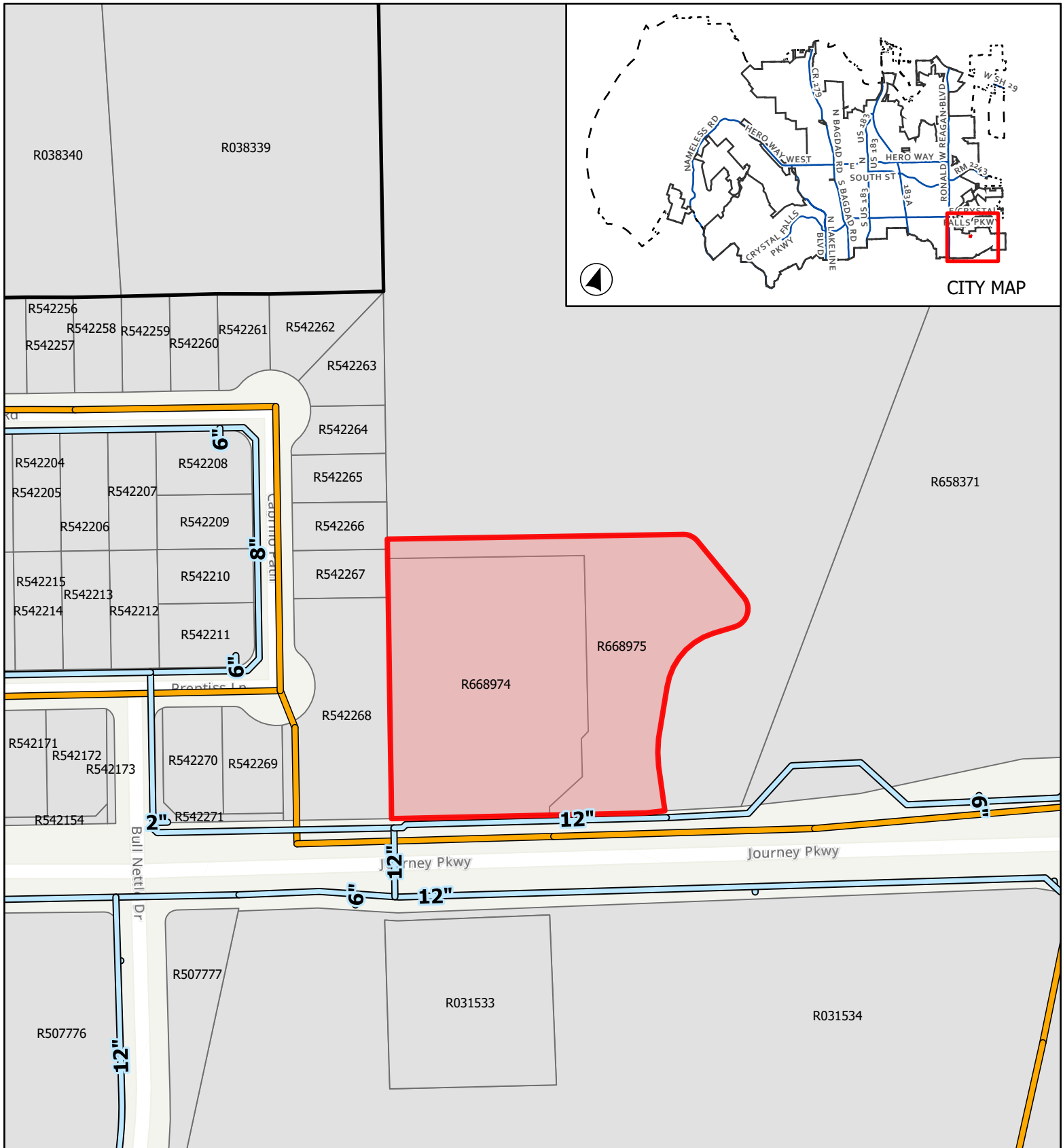
**JOURNEY BIBLE
MAJOR AMENDMENT
TO AN EXISTING PUD**

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



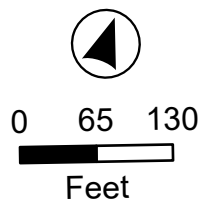
CASE: Z-25-0192

ATTACHMENT 7

JOURNEY BIBLE
MAJOR AMENDMENT
TO AN EXISTING PUD

Utilities Map

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City Limits
ETJ

Subject Boundary
Waste Water Line
Water Main Line

EXHIBIT A

Journey Bible Church Planned Unit Development Amendment #2

A. Purpose and Intent

1. The Journey Bible Church PUD is comprised of approximately 3.00 acres. The property referenced in this PUD Amendment #2 applies to Lot 2A as shown in Exhibit B. The development of this property includes a daycare and office-local commercial uses with the addition of a swim school facility.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

~~LO-2-A (Local Office)~~

LC-2-A (Local Commercial)

C. Conceptual Site Layout & Land Use Plan

1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, Exhibit C, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

REPLAT LOT 1 BLOCK A JOURNEY BIBLE FELLOWSHIP SUBDIVISION
RECORDED IN DOCUMENT NUMBER 2017034117 OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS.
SHORT FORM FINAL PLAT

ANASTASHA CARR SURVEY
ABSTRACT NO. 122

VALLEY VIEW
CABINET C, SLIDE 382
P.R.W.C.T.

THE JOURNEY BIBLE FELLOWSHIP
SUBDIVISION
DOC. NO. 2017034117
O.P.R.W.C.T.

LOT 2
BLOCK A
CALLED 11.990 AC.

THE JOURNEY BIBLE FELLOWSHIP
CALL 15.00 ACRES
DOC. NO. 2008052821
O.P.R.W.C.T.

SURFACE COORDINATES
N 10179939.63
E 3087991.20

SHARED ACCESS DRIVE & EASEMENT AGREEMENT
DOC. NO. 2019031678
O.P.R.W.C.T.

CALCULATED CORNER
SURFACE COORDINATES
N 10179806.44
E 3097844.24

CATALINA RANCH
DOC. NO. 2015079778
O.P.R.W.C.T.

LOT 2A
1.200 ACRES

LOT 1A
1.801 ACRES

SHARED ACCESS DRIVE
& EASEMENT AGREEMENT
DOC. NO. 2019031678
O.P.R.W.C.T.

SURFACE COORDINATES
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E 3098087.87

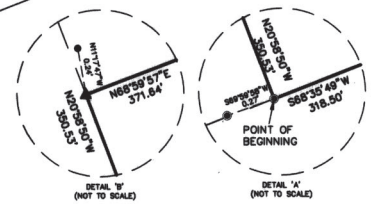
- LEGEND
- IRON ROD FOUND
 - IRON ROD FOUND WITH CAP
 - IRON ROD SET WITH CAP STAMPED "CARDINAL SURVEYING"
 - △ NAIL W/SHINER SET
 - ▲ CALCULATED CALL CORNER
 - FNC FENCE LINE
 - SW SIDEWALK
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.A.E. PEDESTRIAN ACCESS EASEMENT
 - () RECORD INFORMATION DOC. NO. 2017034117
 - PROPOSED 6' WIDE SIDEWALK
 - O.P.R.W.C.T. OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 - P.R.W.C.T. PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	S89°35'49"W	18.30
L2	S89°35'49"W	28.07
L3	S89°35'49"W	28.49
L4	S89°35'49"W	24.13
L5	S89°35'49"W	12.88
L6	N20°58'50"W	24.63

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	20.91	18.99	S20°21'19"E	18.30
C2	20.91	18.99	S17°35'49"E	18.21
C3	20.91	18.99	S17°35'49"E	18.21
C4	20.91	18.99	S17°35'49"E	18.21
C5	20.91	18.99	S17°35'49"E	18.21
C6	20.91	18.99	S17°35'49"E	18.21
C7	20.91	18.99	S17°35'49"E	18.21
C8	20.91	18.99	S17°35'49"E	18.21
C9	20.91	18.99	S17°35'49"E	18.21
C10	20.91	18.99	S17°35'49"E	18.21

POINT OF BEGINNING
SURFACE COORDINATES
N 10178479.15
E 3097769.75

JOURNEY PARKWAY (CR 179)
DOC. NO. 2007086754
O.P.R.W.C.T.
VARIABLE WIDTH RIGHT OF WAY



SHEET 2 OF 4

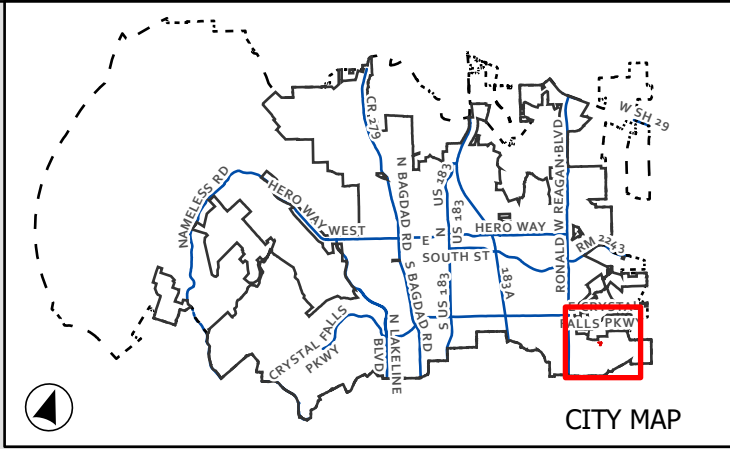
Cardinal
Surveying Mapping
David P. Carr, RPLS
TBPLS FIRM NO. 10194078

EXHIBIT B

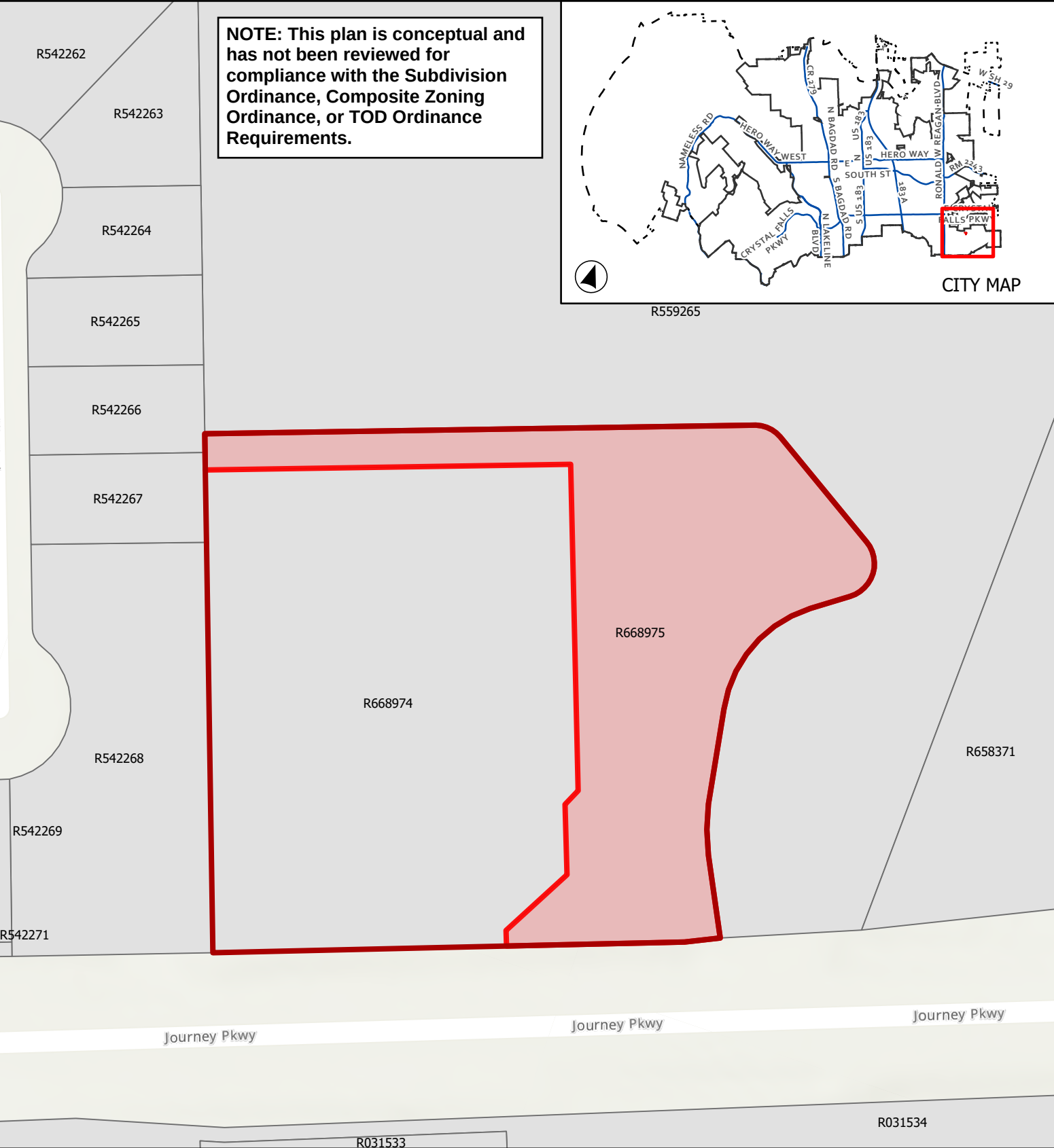
DATE BY REVISIONS

Doc # 2024094657

NOTE: This plan is conceptual and has not been reviewed for compliance with the Subdivision Ordinance, Composite Zoning Ordinance, or TOD Ordinance Requirements.



CITY MAP



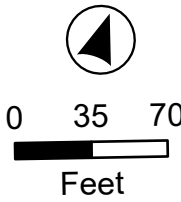
CASE: Z-25-0191

EXHIBIT C

**JOURNEY BIBLE
MAJOR AMENDMENT
TO AN EXISTING PUD**

Conceptual Site and Layout Plan

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
- PUD Boundary

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

This summary is only required for a PUD or a Minor PUD

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.

With the assistance from the City of Leander, I was provided a list of addresses of residences withing 500' of the property. A letter informing those residents was mailed on July 29, 2025. A copy of the letter and list of addresses is included with the packet.

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.

Both property owners and HOA's were sent a letter that was included in the address list.

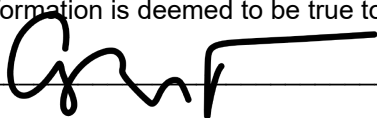
3. What concerns were raised during these communications?

Pending - but as of this application submission, no concerns had yet to be raised.

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

N/A

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

Signature:  Date 08/01/2025

Cynthia & Nathaniel Polnaszek
Polnaszek Holdings, LLC
222 VP Ranch Drive
Georgetown, TX 78628

July 28, 2025

[REDACTED]
[REDACTED]
[REDACTED]

Dear Neighbor,

Greetings! We are the owners of the 3-acre tract at 3421 Journey Parkway, and we wanted to inform you of our intent to amend the property's PUD Zoning Classification with the City of Leander. Our property is currently zoned to Local Office 2-A (LO-2-A) and we plan to amend the PUD to Local Commercial 2-A (LC-2-A). The intent is to amend the adjoining 1 acre east of The PREP School of Journey Parkway to be limited to include zoning for a potential swim school.

Because you are located within 500 feet of our property line, we are required to inform you of our intent to re-zone and to allow for any questions or concerns you may have to be acknowledged. Should you have any questions or concerns, please contact us by mail or email to cynthia@prepjp.com.

Thank you,
Cynthia & Nathaniel Polnaszek

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY AMENDING THE JOURNEY BIBLE CHURCH PUD (PLANNED UNIT DEVELOPMENT) BY ADDING THE LC-2-A (LOCAL COMMERCIAL) BASE ZONING DISTRICT ON LOT 2A; 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 **3.00** acres $\pm$; being more particularly described in Exhibit "B"; legally described as Lot 2A of the Replat Lot 1 Block A Journey Bible Fellowship Subdivision; generally located approximately 300 feet east of the intersection of Bull Nettle Drive and Journey Parkway; identified by Williamson Central Appraisal District tax identification number R668974 and R668975; more particularly described in Instrument Number 201903881; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by amending the Journey Bible Church PUD (Planned Unit Development) to change adding the LC-2-A (Local Commercial) base zoning district on Lot 2A. The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the

extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

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 6th day of November, 2025.

FINALLY PASSED AND APPROVED on this the 20th day of November, 2025.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor Pro Tem



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, October 9, 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 – Vacant
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners were present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the September 18, 2025 and October 2, 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 6-12.

By: Board Member Morales

Seconded: Board Member Lewis

Vote: 5 - 0

6. Approval of the minutes for meeting held on September 11, 2025.
7. Approval of the Subdivision and Site Development Application Forms pursuant to Article II, Section 20 (f) of the Subdivision Ordinance and Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.

8. Approval of the extensions of the application expiration for Subdivision Case FP-23-0079 Russi Replat; on one (1) parcel of land 9.186 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 354066, generally located approximately 2,500 feet east of the intersection of Round Mountain Road and Flukes Lane, Leander, Travis County, Texas.
9. Approval of the extension of the application expiration for Subdivision Case FP-23-0081 Gabriels Horn Development; on five (5) parcels of land 16.372 acres ± in size; more particularly described by Williamson Central Appraisal District Parcels R473804, R500871, R022218, R655765, and R500872, generally located northwest of the intersection of Ronald W. Reagan Boulevard and Gabriel's Horn Road, Leander, Williamson County, Texas.
10. Approval of the extension of the application expiration for Subdivision Case PICP-23-0079 regarding Gabriels Horn Development on five (5) parcels of land 16.372 acres ± in size, more particularly described by Williamson County Appraisal District Parcels R473804, R500871, R022218, R755765, and R500872, generally located northwest of the intersection of Ronald W. Reagan Boulevard and Gabriel's Horn Road, Leander, Williamson County, Texas.
11. Approval of the extension of the application expiration for Site Development Case SD-24-0196 Harvest Retreat; on one (1) parcel of land 9.996 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R332409, commonly known as 14751 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
12. Approval of the extension of the application expiration for Site Development Case SD-24-0212 Founders Classical Academy Leander School Addition; on three (3) parcels of land 9.02 acres ± in size; more particularly described by Williamson Central Appraisal District Parcels R036500, R036501, and R036502, commonly known as 1303 Leander Drive, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0192 to amend the Journey Bible Church Planned Unit Development (PUD) with base zoning of LO-2-A (Local Office) to include a base zoning district of LC-2-A (Local Commercial) on two (2) parcels of land approximately 3.0 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R668974 and R668975; and generally located approximately 300 feet east of the intersection of Bull Nettle Drive and Journey Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0192 as described above.

Public Hearing opened at 6:03 p.m.; Public Hearing closed at 6:03 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve the Zoning Case Z-25-0192.

By: Board Member Lantrip

Seconded: Board Member Lewis

Vote: 5 - 0

14. Conduct a Public Hearing and consider action on the Fiscal Year 2026 Capital Improvement Program (CIP).

- Discuss and consider action regarding Fiscal Year 2026 Capital Improvement Program (CIP).

Public Hearing opened at 6:14 p.m.; Public Hearing closed at 6:14 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve the Fiscal Year 2026 Capital Improvement Program (CIP).

Vote: 5 - 0

REGULAR AGENDA

15. Adjournment
Meeting adjourned at 6:28 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Discuss and consider action on the Second Reading of an Ordinance 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 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.

BACKGROUND:

This request is the final 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
10/16/2025 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

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 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.”

– Old Town Master Plan.

During the meeting of September 11, 2025, the Planning & Zoning Commission recommended approval of the Special Use Permit for cricket activities only with limited hours of operation being Monday through Thursday from 5:00 p.m. - 11:00 p.m., Friday from 5:00 p.m. - 12:00 a.m., Saturday from 8:00 a.m. - 12:00 a.m., and Sunday from 8:00 a.m. - 11:00 p.m. for a five (5) year time limit.

The City Council voted 5-1 to approve the Zoning request with the Planning & Zoning Commission recommendation(s) during the October 16, 2025, meeting.

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 7 Ordinance - Desi Hangout SUP
8. 9-11-2025 P & Z minutes

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

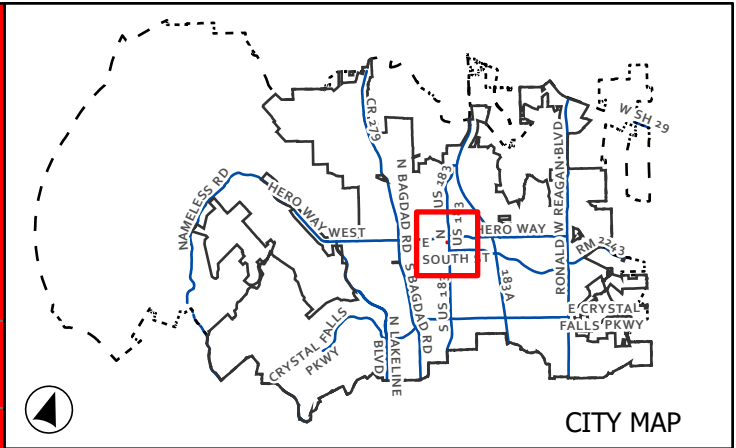
We are committed to designing and managing the facility in full compliance with the City of Leander's zoning and development standards. This includes adhering to regulations related to parking, traffic management, safety protocols, and accessibility for individuals with disabilities.

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

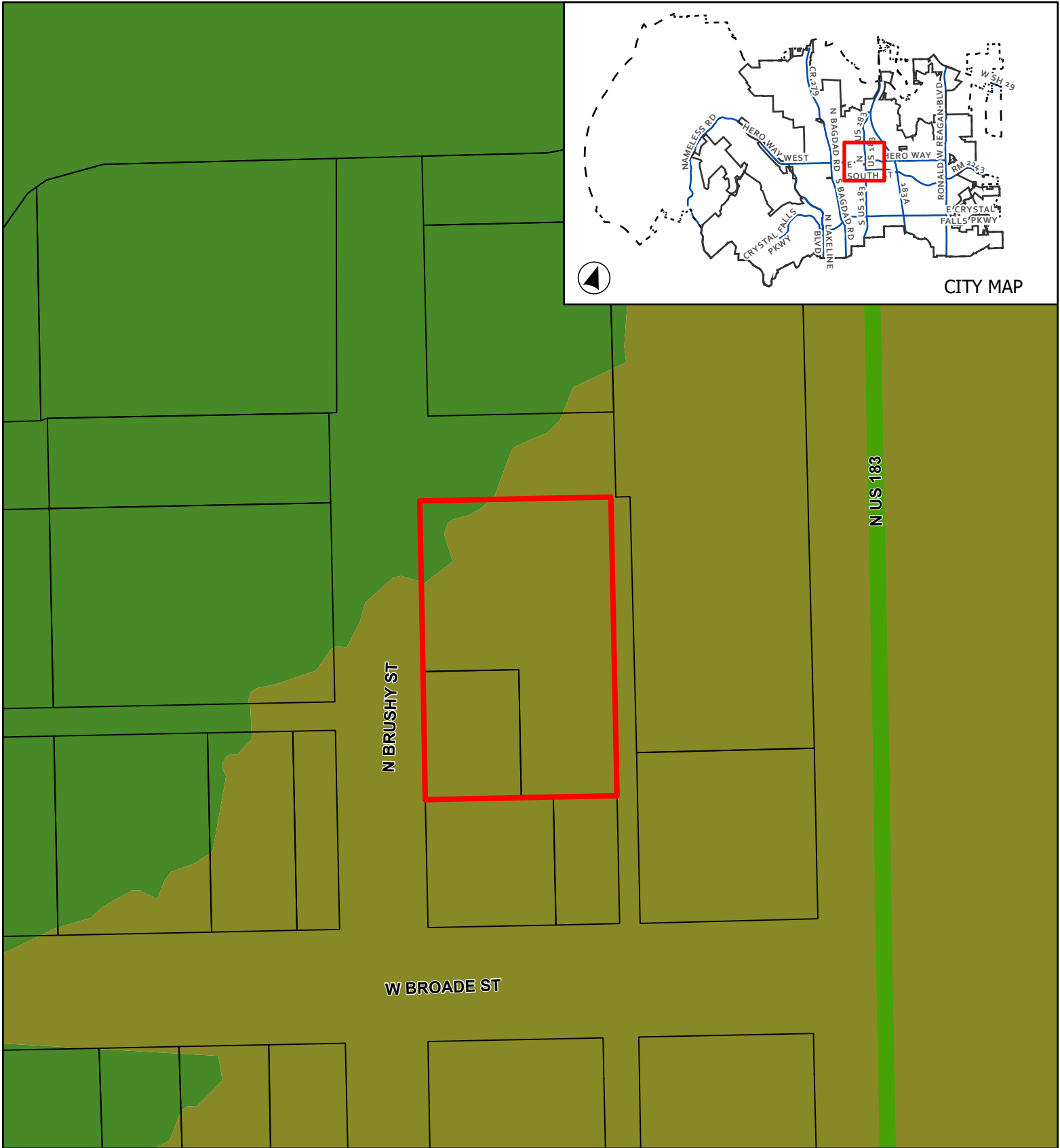
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

0 87.5 175
Feet

- City Limits
- ETJ
- Subject Boundary

Current Zoning

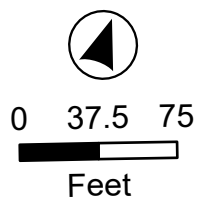
- GC - General Commercial
- S2 - Station Sector
- T5 - Urban Center



CASE: Z-25-0161 ATTACHMENT 3 DESI HANGOUT BOX CRICKET SUP

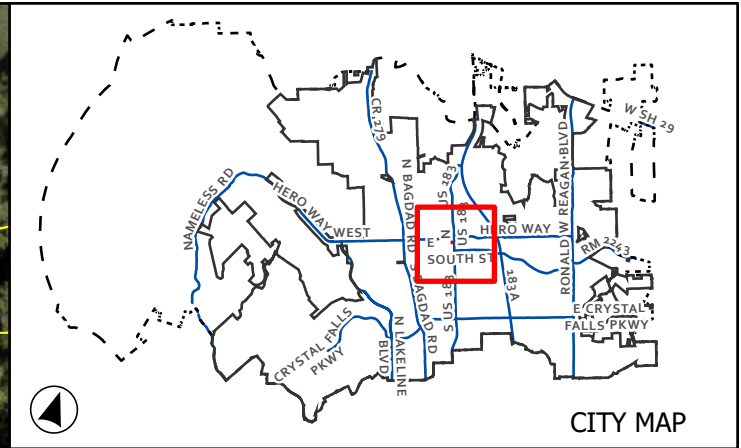
Future Land Use Map

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



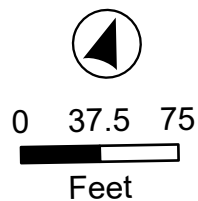
CASE: Z-25-0161

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



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



**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



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Discuss and consider action on a Resolution supporting a feasibility study for rail grade separation at Crystal Falls Parkway and US 183 in addition to pursuing an application submission to the Texas Department of Transportation's 2025 Off-System Rail Grade Separation State Fund Program Call for Projects; establishing an effective date; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

During the 89th Texas State Legislative Session, the City advocated in support of Senate Bill 1555 which established the Texas Off-System Rail Grade Separation State Fund Program. In the City's US 183 Corridor Study, there were recommendations to improve safety and traffic congestion through rail grade separations at three (3) railroad intersections in Leander: 1) Crystal Falls Parkway, 2) Hero Way, and 3) San Gabriel Parkway. Staff has been engaged with CapMetro and the Texas Department of Transportation (TxDOT) regarding a potential project that would be eligible for the program. TxDOT indicated the rail crossing at Crystal Falls Parkway and US 183 would be considered eligible based on the continual increasing amount of vehicle traffic. Staff is seeking direction from the City Council on pursuing a feasibility study to determine the best solutions for rail grade separation at Crystal Falls Parkway and US 183 in addition to pursuing funding from this program.

CapMetro is in the process of developing preliminary information for the City on potential project feasibility. The City should consider pursuing a feasibility study to determine the best solution, such as for an elevated railroad track or an elevated roadway for vehicles to traverse the rail crossing. Based on preliminary discussions for a conceptual solution, it is anticipated that the cost for an elevated railroad track over Crystal Falls Parkway and US 183 would cost approximately \$62.10 million. Conceptually, the project would encompass the railroad tracks from Block House Drive to Sonny Drive with the elevated tracks being raised closer to Crystal Falls Parkway along US 183. These are all preliminary and conceptual as a feasibility study would be needed to determine the best solutions for rail grade separation for this location.

The program provides financial assistance to eligible governmental entities in Texas for rail grade separation projects that improve public safety, support economic development, and reduce traffic congestion. The State Legislature allocated \$250 million through a supplemental budget appropriate for this program and is being administered by TxDOT. The program requires at least 10% of non-state matching funds. Funding is available for project development and construction of projects that eliminate one (1) or more existing adjacent at-grade rail-highway crossings or provide a grade-separated pedestrian-rail crossing.

To be eligible for funding under the program, a project must:

1. Be for the construction of a grade separation structure that will either eliminate one or more adjacent at-grade rail-highway crossings or provide a grade separated pedestrian-rail crossing;
2. Be located off the state highway system (roadways that are not under TxDOT's jurisdiction);
3. Increase public safety, enhance economic development, or reduce traffic; and

4. Constitute a logical, self-contained unit of work that can be constructed as an independent project whether it is proposed as an independent project or as part of a larger transportation project.

Program funding may be used for the following:

- Planning, detailed design activities including preparation of construction plans, environmental, right-of-way (ROW) acquisition, and utility adjustment.
- Project construction.

Eligible project sponsors must be the political subdivision of the State that has jurisdiction over the project's location, authority to undertake the project, and authority to enter into an agreement with TxDOT.

TxDOT will hold a Call for Projects that will consist of a preliminary application and a detailed application. The preliminary application is designed to capture high-level project details, enabling the Texas Transportation Committee to assess funding eligibility, challenges encountered by the community by the rail grade crossing, benefits created by the proposed project, and initial project readiness. If a proposed project is selected for further evaluation, project sponsors will then complete a detailed application. The detailed application requests additional details, including, but not limited to, project complexity, project costs, letters of support, a conceptual layout or design plan if applicable, and ability to meet non-State match requirements. Selected projects will be recommended to the Texas Transportation Commission for final approval and awards.

The preliminary application opens on November 3, 2025, and will be due on November 14, 2025. The Texas Transportation Committee will complete evaluation of preliminary applications no later than November 30, 2025. As of October 24, 2025, TxDOT has not posted any dates related to the detailed application period, review timeline, or anticipated award determination.

Staff is working on collecting information and details for the preliminary application in anticipation that the City Council votes to approve the resolution to submit an application for funding.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff is seeking direction from the City Council on pursuing a feasibility study for rail grade separation at Crystal Falls Parkway and US 183 in addition to pursuing an application for the Texas Off-System Rail Grade Separation State Fund Program.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. Resolution
2. TxDOT Off-System Rail Grade Separation State Fund Program Guide

3. TxDOT Off-System Rail Grade Separation Application Consideration and Evaluation Criteria
4. US 183 Corridor Study

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, SUPPORTING THE CITY OF LEANDER'S APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2025 OFF-SYSTEM RAIL GRADE SEPARATION STATE FUND PROGRAM CALL FOR PROJECTS; REPEALING CONFLICTING RESOLUTIONS; INCLUDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texas Department of Transportation issued a call for projects in November 2025 for communities to apply for funding assistance through the Off-System Rail Grade Separation State Fund Program; and

WHEREAS, the Program provides financial assistance to eligible governmental entities in Texas for rail grade separation projects that improve public safety, support economic development, and reduce traffic congestion; and

WHEREAS, the Off-System Rail Grade Separation State Program funds may be used for project construction and planning, detailed design activities including preparation of construction plans, environmental, right of way acquisition, and utility adjustment. The funds require a non-state funding match at least 10% of the total project costs if eligible; and

WHEREAS, the City Council desires to designate the City Manager, or their designee, as the City's authorized official for the purposes of submitting an application to the Off-System Rail Grade Separation State Fund Program.

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

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

SECTION 2. The City Council approves the submission of an application to the Texas Department of Transportation's 2025 Off-System Rail Grade Separation State Fund Program.

SECTION 3. The City Council hereby designates the City Manager, or their designee, as the City's authorized official for the purpose of submitting an application on behalf of the City.

DULY PASSED AND APPROVED on the 6TH of NOVEMBER, 2025.

ATTEST:

THE CITY OF LEANDER:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor Pro Tem



Off-System Rail Grade Separation State Fund Program Program Guide

TxDOT Rail Division

October 2025

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Texas Off-System Rail Grade Separation State Fund Program

1. Program Overview

On May 24, 2025, Senate Bill 1555 (SB 1555) (89th Texas State Legislature) was signed into law, establishing the Texas Off-System Rail Grade Separation State Fund Program (Program), authorized under Transportation Code § 471.010. The Program grants financial assistance to eligible governmental entities in Texas for rail grade separation projects that increase public safety, enhance economic development, or reduce traffic. The 89th Texas State Legislature has allocated \$250 million to the Program through a supplemental budget appropriation for the 2026-2027 fiscal biennium. The Texas Department of Transportation (TxDOT or the department) will be the administrator of the Program. TxDOT will hold a statewide Call for Projects in November 2025.

The Program will fund project development activities and construction of projects that eliminate one or more existing adjacent at-grade rail-highway crossings or provide a grade-separated pedestrian-rail crossing. The project cannot be located on the state highway system (those roadways under TxDOT jurisdiction). TxDOT's Executive Director (Executive Director) will appoint a Project Evaluation Committee (Committee), consisting of Department staff, to make project selection recommendations. This Call for Projects features an online application process, which is described in this Program guide. The guide also specifies funding requirements, as well as the evaluation and selection processes for this competitive Program. Key dates are summarized in Table 1.

Table 1: Important Dates for TxDOT Rail Grade Separation 2025 Call for Projects

Milestones	Anticipated Date
Advanced Notification of Expected Call for Projects	October 10, 2025
TAC Rules Become Effective	October 15, 2025
Corrected Texas Register Notification	October 24, 2025
Program Webinar	October 28, 2025
Preliminary Application Open	November 3, 2025
Preliminary Application Due	November 14, 2025
Project Evaluation Committee Completes Review-Notifications Sent	No later than November 30, 2025
Detailed Application Open	TBD
Detailed Application Due	TBD
TxDOT Review and Recommendation Completed	TBD
Texas Transportation Commission Award Determination	TBD

At the conclusion of the 2025 Call for Projects' application and competitive evaluation process, applicants will either:

- Be awarded available funding; or
- No longer be considered in this Call for Projects.

2. Purpose and Need for the Program

The Program is established to increase public safety, enhance economic development and reduce traffic by awarding grants to fund:

- (1) Rail-roadway grade separation projects that are located at intersections of railroads and roadways that are not part of the state highway system; and
- (2) Rail-pedestrian grade separation projects that are located at intersections of railroads and pedestrian crossings.

The Program addresses safety, improves connectivity for local communities, and facilitates efficient movement of people, freight, and emergency response services. This initiative fills a critical funding gap for off-system rail grade separations.

Successful projects will demonstrate a high level of collaboration and community consensus, while directly supporting the following Program goals:

- *Increase public safety* at rail crossings by reducing potential vehicle-train or pedestrian-train conflicts.
- *Enhance economic development* by strengthening connections between neighborhoods, commercial areas, industrial zones, schools, and essential facilities.
- *Reduce traffic congestion* by reducing vehicle idling times and other mobility issues.

3. Eligibility and Requirements

The Program is authorized under SB 1555 and operates under rules adopted by the Commission. These rules are outlined in the Texas Administrative Code (TAC) Title 43 Transportation, Part 1 Texas Department of Transportation, Chapter 7 Rail Facilities, Subchapter G, "Off-System Rail Grade Separation State Fund Program".

Eligible Project Sponsors

The project sponsor must be the political subdivision of the state (e.g., counties, cities, special districts, and school districts) that has jurisdiction over the project's location, authority to undertake the project, and authority to enter into an agreement with TxDOT. Entities without jurisdiction but with maintenance responsibility for the project location are not eligible to serve as the sole project sponsor; however, they are encouraged to co-sponsor the application or provide supporting documentation. There is no limit to the number of applications that project sponsors can submit for this Program Call for Projects.

Eligible Projects

Projects eligible to receive funding through the Program must meet the following criteria:

- Be a grade separation structure that will either eliminate one or more adjacent at-grade rail-roadway crossings or provide a grade-separated pedestrian-rail crossing;
- Be located on a public road that is off-system (not under TxDOT jurisdiction);
- Increase public safety, enhance economic development, or reduce traffic; and
- Have independent utility, meaning they constitute a logical, self-contained unit of work that can be constructed as an independent project, whether proposed on its own or as part of a larger transportation project.

The crossing may involve either freight or passenger rail.

Allowed and Non-Allowable Costs

The project scope can include associated road realignment, and pedestrian and bicyclist infrastructure as part of the grade separation. Program funding is subject to the Texas Grant Management Standards established by the Comptroller under Government Code, Chapter 783.

Program funding may be used for the following:

- Planning, detailed design activities including preparation of construction plans, environmental, right of way (ROW) acquisition, and utility adjustment.
- Project construction

Program funding may not be used for:

- Any project costs incurred prior to selection, execution of a local agreement, and authorization from TxDOT to proceed.
- Items for rail capacity improvements or the addition of mass transit infrastructure.

A project may include elements that are not eligible for Program funding. However, funds used for those ineligible elements do not qualify as matching funds.

Non-State Funding Match

As required in Texas Administrative Code 7.124, a Non-State Funding Match of at least 10 percent of the total project costs must be provided by a source other than state funding as matching funds. The minimum local match requirement is waived for projects located in economically disadvantaged counties, in accordance with Transportation Code §222.053. The project sponsor must provide the funding match within 90 days of the award or prior to execution of the grant agreement, whichever occurs first. The participating railroad must share in the project cost. Where federal funds are involved, railroad participation will be required consistent with 23 C.F.R. §646.210 and may count toward the overall non-state funding match requirement. For state-only funded projects, railroad cost participation will be sought through negotiated agreements and TxDOT program policy; the cost share resulting from such agreements may also count toward the overall non-state funding match requirement.

The funding match must be cash provided by or through the project sponsor. The value of donated services will not be accepted as a funding match but may be used to reduce the overall cost of the project.

Projects selected by the Commission must include up to a 15 percent TxDOT administrative fee (based on the total estimated project cost) to cover the department's direct costs for administration and oversight. Applicants are required to include this fee in their grant request budget so that the total project cost, including the administrative fee, is reflected at the time of application. The fee will also be carried forward into the grant agreement. Project costs incurred before TxDOT selection, agreement execution, and authorization to proceed are not eligible as non-state matching funds.

4. Application Process

This Program Call for Projects features an online application process (**Table 1**). This process is designed to enhance the quality of project applications and foster communication between project sponsors and TxDOT Rail Division staff during the application process. To support application development, TxDOT will provide the following technical assistance resources:

- **Webinar:** In October 2025, prior to the Call for Projects, TxDOT will host a virtual workshop to educate project sponsors about eligibility and the application process.
- **Technical Support:** Project sponsors can request individual technical support from the TxDOT Rail Division points of contact noted at the end of this Program guide under "TxDOT Rail Division Program Contacts".

Preliminary Application

The Preliminary Application is designed to capture high-level project details, enabling the Committee to assess funding eligibility, challenges encountered by the community by the rail grade crossing, benefits created by the proposed project, and initial project readiness, including railroad coordination. After the preliminary application review, the Committee will notify all project sponsors if they are selected to continue into the detailed application process for Program funding. Projects will be selected to move to the detailed application process based on impacts for public safety, traffic reduction and economic development benefit along with initial project readiness.

Detailed Application

If the proposed project is selected by the Committee for further evaluation, project sponsors will then complete a Detailed Application. The Detailed Application requests additional details, including, but not limited to, project complexity, project costs, letters of support, a conceptual layout or design plan if applicable, and letters of financial commitment toward a non-State match.

A complete application must be received by the Department no later than the deadline published in the Texas Register. Applications that are incomplete or missing any required items will not be considered for funding. The Department may request supplemental information as needed to conduct project screening and evaluation.

5. Application Evaluation

Evaluation Process

The executive director of the Department will appoint a project evaluation committee consisting of Department staff to make recommendations for the selection of projects funded under the Program. The Committee will screen the applications to determine whether the project is eligible for funding under the Program, is consistent with applicable federal and state law, and meets technical standards established by applicable law and accepted professional practice. The Committee will evaluate each eligible project based on public safety, economic development enhancement, traffic reduction, and other considerations as defined in this document.

Selection Criteria

The evaluation process will consider the potential benefits to the community of each eligible project. The information below is a general summary of the criterion used by the Committee:

Preliminary Application General Evaluation Criteria

- How will the project benefit the community by addressing the challenges the community is facing regarding the rail crossing? Explain its importance to the community and demonstrate its alignment with the Program's goals in safety, mobility, and economic development.
- Have you begun coordinating this proposed project with the railroad company/entity in the project area? Does the railroad company support this project?
- Will the project require major utility relocations (high voltage power transmission lines, high pressure gas lines, water/wastewater lines, major fiber optic networks)? Will the project require acquisition of right-of-way or an easement, or relocation?
- What is the current status of the project in terms of planning and design? Have any studies, preliminary engineering, or design work been completed?

Detailed Application General Evaluation Criteria

- How will the project increase public safety (crash history, other documented safety concerns, and how project addresses these concerns)?
 - For rail-pedestrian grade separation projects, the focus will be on how existing and/or planned land uses and developments—such as schools, parks, and grocery stores—may generate pedestrian activity and increase risk exposure in the area, and how the project addresses these safety concerns.
- How will the project reduce traffic (average annual daily traffic, number of blocked crossing reports, mobility issues)?
 - For rail-pedestrian grade separation projects, the focus will be on average daily pedestrian and bicyclist users, and on how the project addresses mobility challenges or reduces barriers for people who walk or bike.

- How will the project enhance economic development (population and employment density, low-income population, access to major destinations or essential facilities, supports growth and development, improve connectivity for local populations)?
 - For rail–pedestrian grade separation projects, the focus will be on how the project supports access to major destinations or essential facilities—such as schools and parks—for people who walk or bike.
- What is the project’s complexity, including environmental impacts, constructability and feasibility, and overall shovel-readiness?
- Community support documentation, including but not limited to railroads, elected officials/agencies, and impacted property owners.
- What level of local financial commitment or resources are available to support the project?
- Does the project eliminate multiple grade crossings, providing significant safety and mobility benefits?

Table 2 outlines the criteria categories and measures that will be used to evaluate all eligible projects in the Detailed Application process. It provides a description of each evaluation criterion and a list of measures for each category.

Table 3 provides the category weights by project category. In their applications, project sponsors will address these criteria by responding to targeted questions designed to evaluate specific aspects of their projects.

Table 2: Evaluation Criteria

Criteria Category	Criteria Measures	Evaluation Details
Public Safety	Crash count	TxDOT Analysis
Public Safety	Fatality and severe injury count	TxDOT Analysis
Public Safety	Crash rate	TxDOT Analysis
Public Safety	Predicted collisions from FRA Grade Crossing Accident Prediction System	TxDOT Analysis
Public Safety	Documented Safety Issues and Proposed Benefits	Analysis of application response
Traffic Reduction	AADT	TxDOT Analysis
Traffic Reduction	AADT Truck	TxDOT Analysis
Traffic Reduction	Train Volume	TxDOT Analysis
Traffic Reduction	# of Blocked Crossing Reports	TxDOT Analysis
Traffic Reduction	Crossing delay	TxDOT Analysis
Traffic Reduction	Documented mobility issues and proposed benefits	Analysis of application response
Economic Development Enhancement	Population Density	TxDOT Analysis
Economic Development Enhancement	Employment Density	TxDOT Analysis
Economic Development Enhancement	Connectivity to essential facilities, including medical centers, schools, colleges, and social services, as well as access to emergency routes, supporting adjacent land use and overall development potential.	Analysis of application response

Economic Development Enhancement	Average percent low-income	TxDOT Analysis
Project Readiness	Project complexity, constructability/feasibility, shovel readiness	Analysis of application response
Community Support & Planning	Community support	Analysis of application response
Community Support & Planning	Alignment with local/regional/state planning documents	Analysis of application response
Non-state Match	Meet Program requirements, partnership with railroads	Analysis of application response
Transformational Elements	Significant partnerships, significant economic benefits, elimination of multiple at-grade crossings	Analysis of application response

Table 3: Criteria Weights

Criteria Category	Criteria Category Weights
Public Safety	18%
Traffic Reduction	18%
Economic Development	18%
Project Readiness	18%
Community Support & Planning	18%
Non-state Match	5%
Transformational Elements	5%

Project Selection Process

The Committee will provide project selection recommendations and supporting documentation to the TxDOT Rail Division Director. The Committee will recommend that at least 10 percent of the total amount available in a Program call go to eligible projects that are located in rural areas (those areas located outside of the US Census Bureau’s 2020 census “urbanized area”), unless the Committee determines that there are not sufficient eligible project applications to reach 10 percent of that amount. The TxDOT Rail Division Director will review the recommendations and supporting documentation submitted by the Committee and will provide recommended projects to the TxDOT Executive Director for review and submission to the Commission for consideration and funding determination.

Once the grants are awarded by the Commission, TxDOT will notify the project sponsors of their selection status. Approved projects will be managed by TxDOT through construction then transferred to the project sponsor for maintenance responsibilities.

Finding of Ineligibility and Request for Reconsideration

If a project is found to be ineligible by the Committee, TxDOT will notify the project sponsor with reasons for the determination. Project sponsors can request reconsideration via email or letter. This request must be sent to the TxDOT Rail Division Director. The email or letter must provide the specific reasons that project eligibility should be reconsidered. The email or letter requesting reconsideration must be received

by the Director not later than the 15th day after the day that the project sponsor received the Department's notification, as established by the return receipt.

A request for reconsideration must be by email or mailed to the following:

To: TxDOT – Rail Division Director 6230 E Stassney Ln, Austin, Texas 78744

RE: Texas Off-System Rail Grade Separation State Fund Program

Email: RRD_RailPlan@txdot.gov

A response to the request will be provided by the Rail Division Director and will be considered final.

6. Project Delivery Process and Requirements

Project Agreement, Period of Performance, and Project Elimination

Local Government Project Requirements

All project sponsors awarded funding under this Program who propose to manage and perform any work on the project may be required to designate a "Responsible Person in Charge" (RPIC), a "Project Manager" (PM), and a "Qualified" person in accordance with TxDOT's Local Government Project Program (LGPP). Refer to the TxDOT Local Government Projects Toolkit for requirements:

<https://www.txdot.gov/government/processes-procedures/lgp-toolkit.html>.

Through its LGPP Qualification Program, the department offers a 12-hour course (LGP101) to train and qualify individuals to work on state or federally funded projects. Training is complete when at least one individual who will be working actively and directly on the project successfully completes and receives a certificate for the LGP101 course. The individual who completes this training is designated as the project sponsor's "Qualified" person. The "Qualified" person may be an employee of the local government or an employee of a firm that has been contracted by the local government to perform oversight of the project. The department requires all persons "Qualified" through this program to successfully complete the LGPP qualification course at least once every three years. For local government project guidance and training, visit the department's LGPP website:

<http://www.txdot.gov/government/programs/local-government-projects.html>. It is recommended that the project sponsor's "Qualified" person complete the LGPP training as soon as possible.

Execution of a Local Agreement with the Department

Project sponsors receiving a grant must enter into a local agreement (e.g., Advance Funding Agreement, other grant agreement documentation) with TxDOT and comply with all applicable state procedures. Development of the local agreement can begin immediately after project award.

The agreement shall:

- (1) include a commitment from the project sponsor for the required non-state funding, if applicable;
- (2) describe the total scope and course of project activities;
- (3) state the maximum amount of the Program funding awarded;

- (4) designate the Department to manage the project on behalf of the project sponsor in accordance with Transportation Code, §471.010(d); and
- (5) outline the responsibilities and duties of the parties to the agreement.

TxDOT will lead the design and construction letting (advertisement for bids and contract management), provide oversight of project development, plan review, and construction, and incur direct state costs associated with these activities. TxDOT will work with project sponsors to estimate the time required to have the project ready for letting, which will be used to establish the year for construction letting.

Applicants are not required to apply for all project development elements that remain for a project. If an application is submitted for construction and earlier development activities are not complete, TxDOT will coordinate with the sponsor to determine the additional development work needed and ensure it is completed prior to construction letting.

Period of Performance End Date

The project should be closed within one year after completion of construction and final acceptance by TxDOT, including receipt and acceptance of all required project closeout documentation, in accordance with the Local Government Projects Policy Manual. Closeout documentation may include final invoices, financial reconciliation, as-built plans, property or right-of-way certification records (if applicable), and any other documents required to demonstrate that all project costs and contractual obligations have been satisfied.

Project Elimination

TxDOT's Executive Director may eliminate all or a part of a project from participation in the Program if:

- The project sponsor fails to meet requirements established in the Department's rules;
- Implementation of the project would involve a significant deviation from the scope of work in the approved nomination package;
- The project sponsor withdraws from participation in the project;
- The agreement required under 43 TAC Section §7.132 (relating to Project Implementation) is not executed within one year after the date that the project was approved by the Commission; or
- Construction has not been initiated within three years after Commission approval of the project.

Inclusion of Selected Projects in Planning Documents

Projects within a Metropolitan Planning Organization (MPO) Boundary

If a project selected by the Commission is to be implemented in a metropolitan area, TxDOT will request that the Metropolitan Planning Organization (MPO) for that area immediately begin the process required to include the selected project in its Transportation Improvement Program (TIP) as appropriate. Each MPO is required by federal law to develop a TIP, which is a list of upcoming transportation projects—covering a period of at least four years. It is the project sponsor's responsibility to make sure the project is included in the MPO's local TIP. Early coordination with the MPO is strongly recommended.

Project Development and Letting

TxDOT will be responsible for project development, including detailed design and letting for construction. Projects must be developed as described in the 2025 Application and approved by the Commission. Any change to the scope of work specified in the selected nomination package must have the advance written approval of the Executive Director. All projects shall be developed in compliance with the Department's current standards and specifications. If project design has already been initiated or completed prior to grant award and does not conform to TxDOT standards, TxDOT will require a review of the design. The District will be responsible for revising plans, specifications, and estimates as necessary to bring the project into compliance with TxDOT design standards and specifications. Costs associated with revising or redoing design work to meet TxDOT standards are not eligible for reimbursement with state Program funds but may count toward the sponsor's non-state funding match if incurred after agreement execution and authorization to proceed.

Environmental Documentation

Some project characteristics have the potential to create environmental impacts and may require environmental mitigation, coordination, and/or permitting. Examples of site characteristics that may require additional evaluation (and associated costs) for environmental issues include projects located:

- In publicly owned parks, recreation areas, wildlife/waterfowl refuges
- In or near publicly/privately owned historical/archeological sites
- Within or around properties listed or eligible for listing on the National Register of Historic Places
- Within range and/or potential habitat of state or federally protected species
- On land with likely possibility of encountering hazardous materials
- In areas requiring placement of fill in wetlands/waters of the U.S.
- In the Edwards Aquifer Recharge/Contributing Zones
- In the Coastal Management Zone
- In new right-of-way or previously undisturbed right-of-way

If the project is selected for a grant, the TxDOT's District Office Environmental Coordinator will work with the project sponsor to determine the appropriate environmental documentation requirements for the specific project. The project sponsor's role would be limited to providing necessary information and coordination as requested by TxDOT to support compliance with the Program's environmental requirements. This will significantly facilitate the development and approval of environmental analysis, agency coordination, and documentation required by the Program.

Projects involving federal funds shall comply with the National Environmental Policy Act (NEPA) and all other applicable federal environmental regulations. The Department, acting as the federal lead agency or through its delegated authority, shall determine the level of environmental review required (e.g., Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement). All federally funded projects must receive environmental clearance from the Federal Highway Administration (FHWA) or the Federal Railroad Administration (FRA), as applicable, prior to construction letting.

Regardless of funding source, projects may also require permits, consultations, or approvals under state and local environmental laws and regulations, including but not limited to air quality, water quality, floodplain, wetlands, and historic preservation. The Department and/or project sponsor shall coordinate

with the appropriate regulatory agencies to ensure all required environmental compliance, permitting, and consultation requirements are met before construction.

Public Involvement

An appropriate level of public involvement is required for each project approved under the Call for Projects. Public involvement activities could include public information meetings, fact sheets, and media releases and would be led by the local TxDOT district office where the project is located.

Right-of-Way (ROW)

The project sponsor is responsible for acquiring an interest in property necessary for the proposed project and/or proving current ownership of lands within existing roadway ROW that are to be incorporated in the proposed project. Proposed improvements may be located on property owned by the project sponsor (off-system).

If the proposed project is located on existing roadways, ROW maps are to be submitted with the detailed application along with deeds and official public records supporting ownership rights. If a project is proposed on land owned by the project sponsor, deed records showing ownership must be submitted to TxDOT for proof of ownership within the application.

The requirement to comply with the Uniform Relocation Assistance and Real Property Acquisition Act applies to projects using federal funds. For projects not involving federal funding, property acquisition and relocation must still comply with applicable Texas laws, including the Texas Property Code and any local ordinances governing real property acquisition, easements, or relocations. Regardless of funding source, the project sponsor should provide documentation of property owner support, including willingness to transfer any required property interests, to facilitate project delivery and ensure compliance with state and local requirements.

Exhibits submitted to show property location must contain details that make property easily identifiable. Where property is to be acquired for a project seeking award of funds through Call for Projects, the exercise of eminent domain or condemnation is not allowed for that acquisition.

Each TxDOT district office has a Right of Way Project Delivery Section or is supported by a regional Right of Way Project Delivery Office, which can assist project sponsors awarded a grant under this Program in navigating ROW acquisition and documentation requirements.

Utility Adjustments

The project sponsor shall identify all utilities located within the proposed project limits and shall be responsible for coordinating with utility owners to determine necessary adjustments or relocations. All utility adjustments must comply with applicable state and federal requirements, including TxDOT's Utility Accommodation Rules.

Utility adjustments shall be completed in advance of construction letting, unless otherwise approved by the Department. Costs associated with utility adjustments shall be addressed in the executed local agreement and are eligible for reimbursement or cost participation in accordance with applicable law.

Documentation of completed or planned adjustments must be submitted to TxDOT prior to construction letting.

Build America, Buy America (BABA) Compliance

All projects awarded under this Program that include federal funding must comply with the Build America, Buy America Act (Pub. L. 117-58, §§ 70901–70953). The project sponsor must ensure that all iron, steel, manufactured products, and construction materials used in the project are produced in the United States or meet applicable domestic content percentage requirements. These requirements may be modified only if a waiver has been granted by the U.S. Department of Transportation. Documentation demonstrating compliance with BABA requirements must be submitted prior to construction letting and will be subject to Department review and verification. Projects not meeting BABA compliance requirements shall not advance to letting.

For projects funded entirely with state or local resources, federal BABA requirements do not apply. However, Texas law (Texas Government Code § 2252.202 and 1 Tex. Admin. Code § 391.243) requires that iron or steel products used in state-funded infrastructure projects be produced, manufactured, and fabricated in the United States. Project sponsors must provide documentation of domestic sourcing in accordance with Texas law and applicable Department procedures to facilitate project delivery.

Railroad Impacts and Coordination

Advanced railroad coordination is strongly recommended and may be essential for funding consideration. Obtaining railroad approval can impact project readiness if the project construction is occurring within a railroad ROW. Coordination with a railroad is a requirement for all projects that are within 50 feet of railroad right-of-way (including grade-separated crossings) and/or all projects that begin or end within 500 feet from an at-grade highway-rail crossing to ensure traffic control and construction do not interfere with an active crossing.

The Preliminary Application will have a question for the project sponsor asking if they have begun coordinating with the railroad. Projects with completed railroad coordination documentation or written agreements in place demonstrate a stronger level of project readiness, and these documents should be attached, if available, in the Detailed Application for those selected project sponsors.

Cost can vary depending on railroad owner and elements of a project, so it is important to communicate with the railroad early to understand the full magnitude of associated costs. Additionally, the railroad may require a fee to conduct plan reviews in advance of issuing an agreement. If the project sponsor has not been in contact with the affected railroad regarding the proposed project, then the project may not be ready for funding consideration. Any railroad fees, including plan review or administrative fees, should be included in the project budget submitted with the application to ensure accurate cost estimation and funding allocation.

Construction Letting by the Department

The Department shall advertise and let all projects for construction. Prior to advertising, the project sponsor shall provide to the Department any outstanding local match and 100 percent of any cost overages identified.

Contractor for Construction

For projects using federal funds, the construction contractor shall be selected by TxDOT through competitive bidding in accordance with 23 C.F.R. Part 635. The contract shall be awarded to the lowest responsive and responsible bidder.

For projects funded entirely with state or local resources, TxDOT will select the construction contractor in accordance with Texas procurement laws and Department procedures, which may include competitive bidding or other applicable contracting methods.

Scope Modifications

Projects must be developed as described in the application and approved by the Commission. Any change to the scope of work specified in the application package and approved by the Commission must have advance written approval.

Cost Overrun

Any cost overruns for the project will be the responsibility of the project sponsor.

Project Inspection and Acceptance

The Department shall conduct inspections and shall have sole authority to provide final acceptance of projects administered under this Program. The Department may, at its discretion, utilize consultant Construction, Engineering, and Inspection (CEI) services in lieu of Department staff for inspection and acceptance activities. Consultant CEI services shall be procured by the Department in accordance with applicable state and federal procurement requirements.

Costs associated with consultant CEI shall be funded by the project sponsor at a minimum of 10 percent, the same percentage split as the construction cost. Such costs are eligible project expenses under the Program and shall be covered in accordance with the terms of the executed local agreement. The project sponsor shall remain responsible for providing any required local match for CEI costs in the same proportion as applies to construction costs, as specified in the executed agreement.

Maintenance and Operation

For projects funded through this state Program, the project sponsor will assume responsibility for maintenance and operation upon completion of construction. Each project must be maintained for its useful life and remain dedicated to the public purpose for which it was approved, in accordance with the terms of the Advance Funding Agreement.

Reporting Requirements

Annually, the department will submit a report to the commission on the project nominations and projects approved for funding.

TxDOT Rail Division Grant Program Contacts

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Off-System Rail Grade Separation

Application Consideration and Evaluation Criteria



October 9, 2025
Page 245 of 321

Application Overview

- The application is fillable and submitted online through TxDOT's Rail Division website.
- There is no limit to the number of projects that project sponsors can submit for this Call for Projects.
- This program does not fund rail capacity improvements or the addition of mass transit infrastructure.

Texas Department of Transportation

Off-System Rail Grade Separation State Fund Program

* indicates a required field.

[| Applicant Information ▶](#)

[| Project Information ▶](#)

[| Public Safety ▶](#)

[| Traffic Reduction ▶](#)

[| Economic Development Enhancement ▶](#)

[| Project Readiness ▶](#)

[| Project Costs ▶](#)

[| Community Support ▶](#)

[| Transformational Elements ▶](#)

[| Attachments ▶](#)

[| Environmental ▶](#)

Example application (subject to change before November 3rd)

Project Information

Must include scope elements if applicable, such as:

- ✓ overpass or underpass designation,
- ✓ bridge length and width,
- ✓ number of vehicle lanes,
- ✓ access surface street details,
- ✓ median width,
- ✓ sidewalk or shared-use path width, and
- ✓ other relevant features



Application Considerations

Public Safety: Describe the **public safety concerns** at the project location and **how the project would address them.**

Factors: 5-year crash history, other documented safety concerns

Additional note for rail-pedestrian grade separation projects:

Focus On



Bike/ped crash
count/rate, safety
hazards



Existing/planned land uses
that generate pedestrian
activity, along with
associated safety risks and
exposure



How the project
mitigates crash history
and addresses
documented safety
concerns

Application Considerations (continued)

Traffic Reduction: Describe the mobility issues at the project location and how the project addresses those issues or reduces barriers.

Factors: average annual daily traffic (AADT), mobility issues

Additional note for rail-pedestrian grade separation projects:

Focus On



Average daily pedestrian and bicyclist users



How the project addresses mobility challenges or reduces barriers for people who walk or bike

Application Considerations (continued)

Economic Development Enhancement: Describe how the project supports population growth, enhances job creation and business growth, and improves connectivity for local populations.

Factors: population and employment density, low-income households, access to major destinations or essential facilities (grocery stores, schools, parks, employment centers, hospitals, etc.)

Additional note for rail-pedestrian grade separation projects:

Focus On



How the project supports connection to other modes, access to major destinations or essential facilities, such as schools and parks, for people who walk or bike

Application Considerations (continued)

- **Project Readiness**

- Project lifecycle phase: a) no engineering study, b) study with concepts, c) preliminary engineering plans (30%), or d) final design in progress or completed
- Project schedule and timeline
- Project complexity
 - Right of Way (ROW) and easement needs
 - Utility conflicts
 - Railroad coordination
 - Environmental impacts

Project Cost

- Provide detailed cost for each project development phase
- Provide the non-state matching fund amounts (minimum 10% contribution)
- Create your estimate based on unit prices within the last twelve months.

Instructions: Please complete the Cost Estimate and Funding table below. A reminder there is a program requirement for a minimum of 10% in matching funds to be provided by the applicant for the total cost of the project.

	Cost Estimate (rounded to nearest \$1,000)	Requested Program Fund	Applicant Match	Railroad Match	Other Non-state Match	Federal Fund	Other TxDOT Fund	Total
Planning								
Design[1]								
ROW Acquisition								
Utility Adjustment[2]								
Construction[3]								
Total								

Example Application Project Cost and Financial Summary table

Application Considerations (continued)

- **Community Support & Planning:** community support documentation, including but not limited to railroads, elected officials/agencies, and impacted property owner, alignment with local/regional/state planning documents
- **Transformational Elements:** Does the project incorporate transformational elements that enhance its impact or effectiveness (i.e. significant partnerships, elimination of multiple grade crossings)?
- **Non-state Match:** Meet program requirements? Any partnership with railroads?

Evaluation Criteria

Criteria Category	Criteria Measures	Evaluation Details
Safety	Crash count	TxDOT Analysis
Safety	Fatality and severe injury count	TxDOT Analysis
Safety	Crash rate	TxDOT Analysis
Safety	Predicted collisions from Federal Railroad Administration Grade Crossing Accident Prediction System	TxDOT Analysis
Safety	Documented Safety Issues and Proposed Benefits	Analysis of application response
Traffic Reduction	AADT	TxDOT Analysis
Traffic Reduction	AADT Truck	TxDOT Analysis
Traffic Reduction	Train Volume	TxDOT Analysis
Traffic Reduction	# of Blocked Crossing Reports	TxDOT Analysis
Traffic Reduction	Crossing delay	TxDOT Analysis
Traffic Reduction	Documented mobility issues and proposed benefits	Analysis of application response
Economic Development Enhancement	Population Density	TxDOT Analysis
Economic Development Enhancement	Employment Density	TxDOT Analysis
Economic Development Enhancement	Connectivity to essential facilities, as well as access to emergency routes, supporting adjacent land use and overall development potential.	Analysis of application response
Economic Development Enhancement	Average percent low-income	TxDOT Analysis
Project Readiness	Project complexity, constructability/feasibility, shovel readiness	Analysis of application response
Community Support & Planning	Community support	Analysis of application response
Community Support & Planning	Alignment with local/regional/state planning documents	Analysis of application response
Non-state Match	Meet Program requirements, partnership with railroads	Analysis of application response
Transformational Elements	Significant partnerships, elimination of multiple at-grade crossings	Analysis of application response

Criteria Weights

Criteria Category	Criteria Category Weights
Public Safety	18%
Traffic Reduction	18%
Economic Development	18%
Project Readiness	18%
Community Support & Planning	18%
Non-state Match	5%
Transformational Elements	5%

US 183 CORRIDOR STUDY

From Osage Drive to
the 183A Toll Road

Final Report and Recommendations

February 2025

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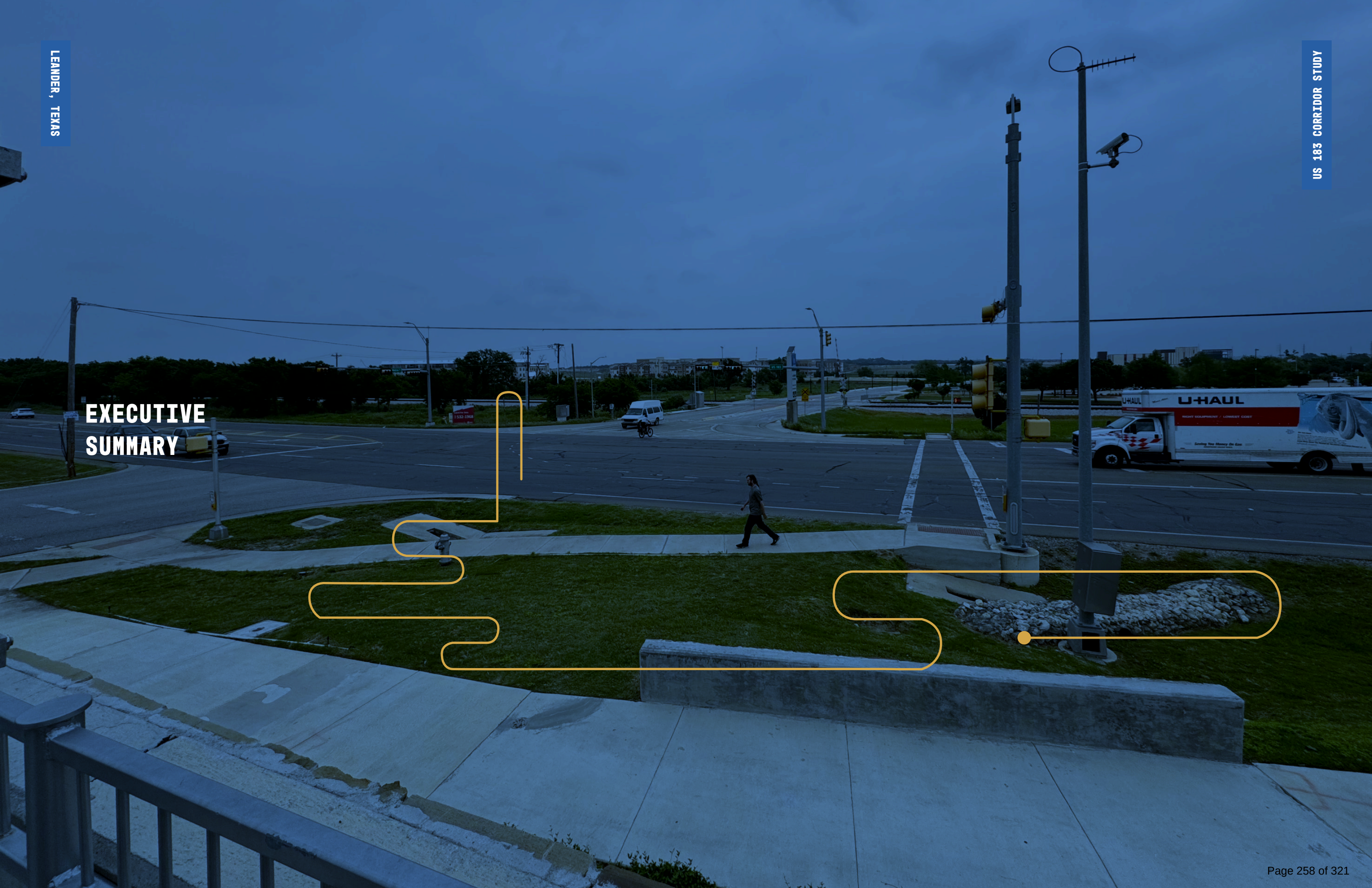
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Appendix B: Needs Assessment Report
Appendix C: Traffic Operations Memorandum
Appendix D: US 183 Project Purpose and Need Development
Appendix E: Detailed Project List and Cost Estimates



EXECUTIVE
SUMMARY



EXECUTIVE SUMMARY

PROJECT PURPOSE AND GOALS

The City of Leander identified the extent of US 183 from the 183A Toll Road to Osage Drive as a prime candidate for a corridor study in its 2021 Transportation Master Plan (TMP). The City Council then approved this project to be included in the City’s 2022 and 2024 Capital Improvement Program.

For an extended period, the US 183 corridor served as a significant regional thoroughfare, holding highway designation from the Texas Department of Transportation (TxDOT). However, as traffic shifts to the 183A Toll Road, the construction of the 183A Toll Road frontage roads are completed, and many new commercial and residential developments fill in, the image and use of the US 183 corridor will evolve. Additionally, there is a possibility of the US 183 National Highway System (NHS) designation changing in the future as the 183A Toll Road frontage road gaps are bridged by future projects. The City of Leander has taken a proactive approach to address these changes by analyzing and identifying improvements in this study.

In alignment with directives from the City Council, established policies, plans, and zoning guidelines, as well as input from the public and various stakeholder groups, this study aimed to achieve several objectives.

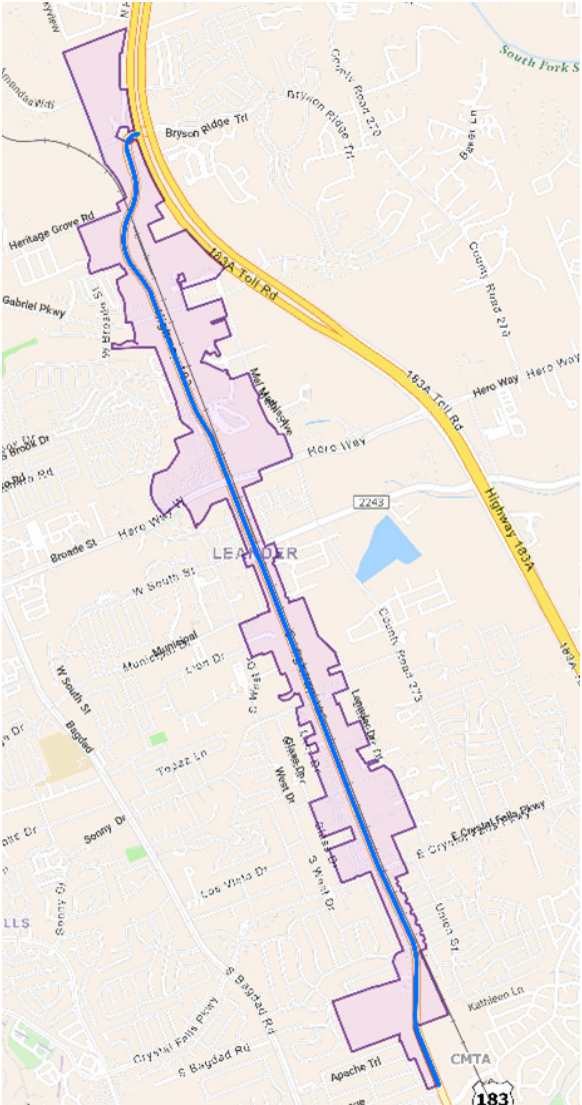


Figure 1: US 183 Corridor & Study Area

These objectives included:

1. Improving connectivity to existing transit infrastructure;
2. Enhancing multimodal safety;
3. Supporting future land use;
4. Optimizing intersections for increased efficiency of travel;
5. Creating a cohesive corridor that connects Old Town to other prominent areas;
6. Engaging the public effectively; and
7. Coordinating with regional stakeholders.

PROJECT PROCESS

The City of Leander leveraged funds from its collaboration with CapMetro to initiate the corridor study project. Data collection to assess the current conditions along the corridor began in late 2023. The City of Leander aims to address the needs and preferences of stakeholders who live, study, work, commute, conduct business, and participate in recreational activities along the US 183 corridor. The project process included the following components:

- Conducting a comprehensive public outreach and engagement process;
- Collecting and analyzing data on existing traffic, land use, and infrastructure conditions;
- Conducting site visits to gather and verify data and observe public usage of the corridor;
- Reviewing adopted plans and policies from the City of Leander and external agencies;
- Reviewing planned transportation projects and future site developments along the corridor;
- Developing traffic models to analyze current and future traffic conditions;
- Conducting a Market Supply Analysis for the corridor;
- Coordinating with local and regional stakeholders; and
- Developing recommended improvements for inclusion in the final Corridor Study.

EXISTING CORRIDOR CHARACTERISTICS

To assess the US 183 corridor effectively, it was divided into five distinct concept areas. These areas were determined based on the existing characteristics of the roadway, land use patterns, and the intensity of development. The concept areas were also used to create targeted stakeholder engagement. The specific concept areas are listed below, and the extent of each area is represented in Figure 2.

- **Concept Area 1:** Tulum Terrace to US 183 & CR 276
- **Concept Area 2:** 600’ south of San Gabriel Parkway to Tulum Terrace
- **Concept Area 3:** Leander Middle School to 650’ south of Metro Drive
- **Concept Area 4:** Crystal Falls Parkway to Sonny Drive
- **Concept Area 5:** Osage Dr. to County Glen St.

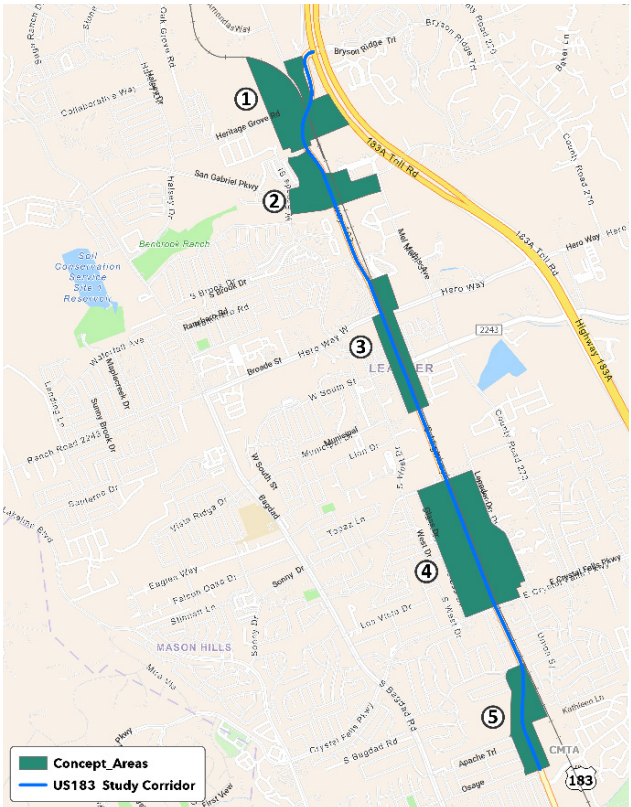


Figure 2: Concept Area Boundaries

Roadway

The US 183 corridor is an approximately 5-mile arterial roadway (see **Figure 1**) running generally north-south in the center of Leander’s city limits. The entirety of US 183 from Osage Drive to the 183A Toll Road is a 4-lane undivided arterial roadway that expands to incorporate a two-way left turn lane south of San Gabriel Parkway. The existing section varies in edge of pavement to edge of pavement width from 52’ to 68’. Right-of-Way (ROW) also varies from 90’ to 125’+ in some sections. The majority of the nine signalized intersections along this corridor have dedicated turn lanes provided for left and right-turning traffic.

Traffic

Traffic counts were conducted on November 28, 2023, along the US 183 corridor, encompassing nine signalized intersections and six unsignalized intersections, capturing data on various modes of transportation including automobiles, heavy vehicles, bicycles, and pedestrians.

The Average Daily Traffic (ADT) on the corridor ranges from 24,000 to 30,000, which aligns with the capacity expectations for a four-lane arterial road.

Figure 3 illustrates the fluctuation in daily traffic levels along the corridor, categorized by segment Level of Service (LOS A-C for acceptable, LOS D for near the acceptable threshold, and LOS E-F for unacceptable), based on the 2021 Transportation Master Plan’s capacity for a four-lane divided roadway of 33,600. The corridor’s daily level of service is approaching capacity, primarily due to limitations in signalized intersection capacity.

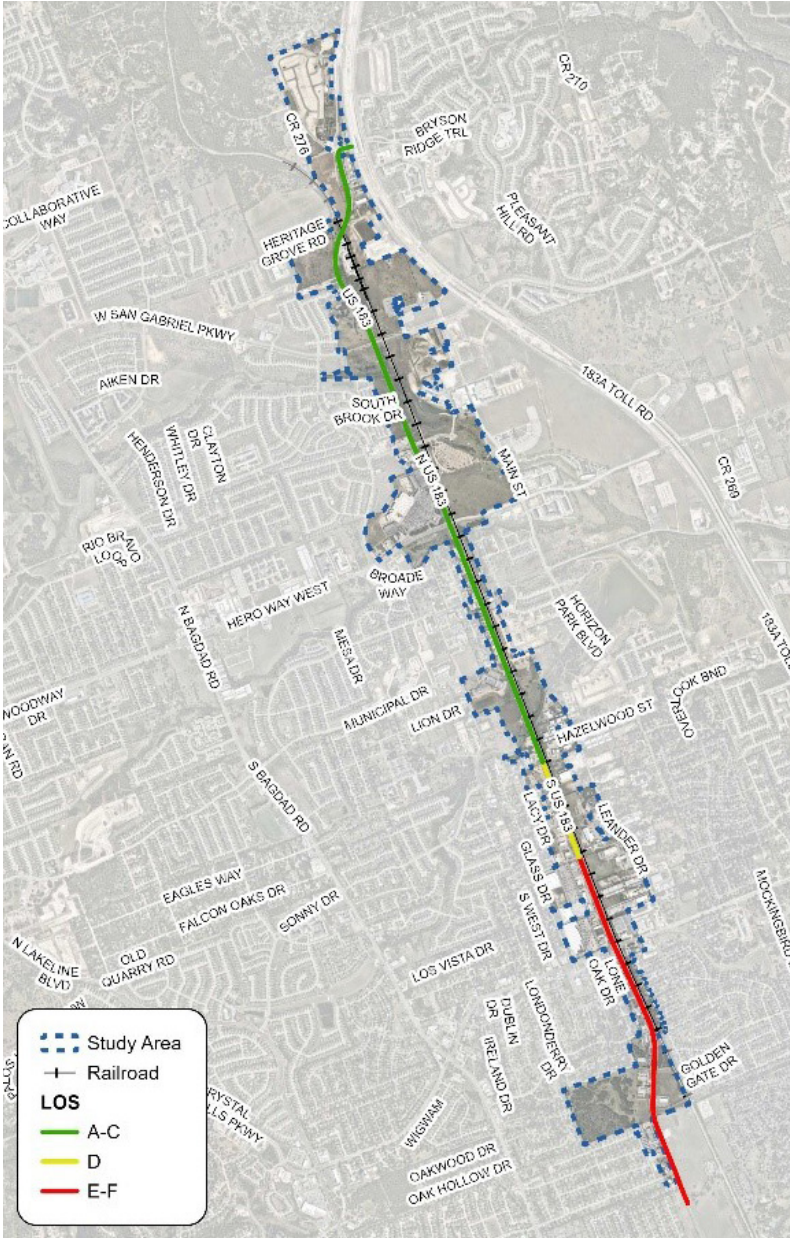


Figure 3: Existing Corridor Segment LOS

Transit

There are three types of transit services offered within the study area provided by CapMetro. CapMetro provides bus (MetroExpress Route 985) and rail service (MetroRail Red Line) to and from Leander, as well as the on-demand pickup service (Pickup Leander) within the City. Both services utilize Leander Station located at US 183 and Metro Dr. as their hub for boardings and alightings, while Pickup Leander has designated on-demand pickup locations distributed throughout Leander (see **Figure 4**).

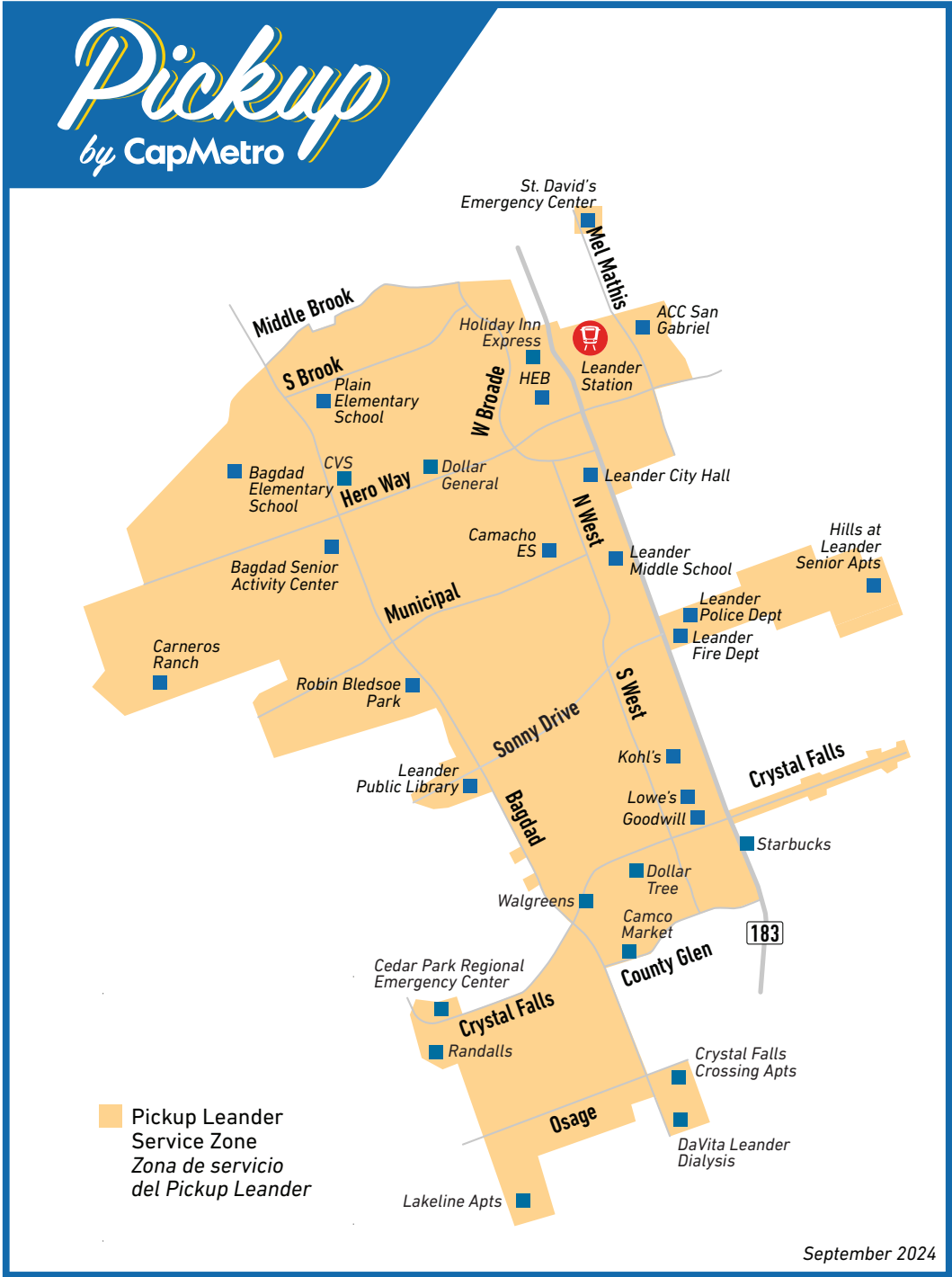


Figure 4: Pickup Leander Service Zone

Railroad

Running parallel to a majority of the US 183 corridor within Leander is a railroad owned and operated by Union Pacific which also services the commuter rail Red Line from Capital Metro. The commuter rail uses the railroad about 25 times per day, and Union Pacific runs freight rail on the railroad daily.

At-grade railroad crossings are located along the US 183 corridor at the following study intersections:

- US 183 & Metro Drive
- US 183 & Hero Way
- US 183 & South Street
- US 183 & Sonny Drive
- US 183 & Church Driveway
- US 183 & Sheila Drive (unsignalized)
- US 183 & Crystal Falls Parkway

An additional crossing occurs approximately 200’ north of the unsignalized intersection of US 183 & Heritage Grove Road Intersection.

At the five signalized at-grade crossings, railroad preemption is integrated in the signal operation to allow for cars to safely clear the railroad tracks when a train is approaching. Railroad preemption is a limiting factor for effective signal coordination along this corridor, as preemption takes precedence over coordination, and it can take several minutes after preemption has ended for coordination to re-sync. During peak hours for trains, the frequency of preemption may occasionally be faster than the ability for the signals to re-coordinate.

Pedestrian & Bike

Within the study area, there are approximately 5.85 miles of sidewalks, which include 1.3 miles of facilities that are 10 feet or wider (shared use paths which are considered trails in the Parks and Recreation Master Plan). Sidewalks, shared use paths, and crosswalks are inconsistent along US 183 traveling north and south. There are a few additional challenges to improving mobility along the corridor, such as crossing the railroad that runs parallel to US 183 along the eastern side. Other considerations include steep slopes and deep drainage ditches, interactions with the floodplain, and a high frequency of driveways that create conflicts with sidewalks and shared-use paths along the western side of US 183.

There are no explicitly marked bicycle facilities on US 183; however, some cyclists were observed using shoulders or travel lanes as bicycle facilities.

Water, Wastewater, And Drainage Characteristics

Within the study area, there are five instances where the corridor crosses flood hazard areas. These areas have a low to moderate annual risk of flooding, ranging from 0.2% to 1%. While the area is not highly prone to flooding, there is still a potential for flood events to occur. Three creek crossings were identified using GIS datasets, and it was found that older drainage systems do not meet current criteria, but many are in the process of being updated. In some newer developments, water detention and retention infrastructure unintentionally create a barrier between the corridor and the development. Water and wastewater mains are generally newer in the northern part of the US 183 corridor, and water distribution lines are being upgraded in recent green field developments to better serve the these areas.

PLANS AND POLICIES

In recent years, the City has adopted several plans and regulations within the study area. These studies are integral to understanding the historical context and future development of the corridor, and they have played a crucial role in shaping the goals and recommendations of this report. The following plans, policies, and regulations provide important insights into various aspects of the built environment, such as neighborhood character, development regulations, bicycle accommodations, and more. They inform our understanding of the corridor’s history, context, and future layout.

- 2019 Parks, Public Spaces and Recreation Comprehensive Plan
- 2020 Leander Comprehensive Plan
- 2021 Transportation Master Plan
- 2022 Roadway Impact Fee Study
- 2023 Old Town Master Plan

A detailed review of these plans can be found in **Appendix B: Needs Assessment Report**.

FUTURE CORRIDOR CHARACTERISTICS AND RECOMMENDATIONS

The projected traffic conditions for 2060 suggest that the Level of Service (LOS) for road segments is anticipated to be lower in the southern region (**Figure 5**), whereas the LOS for intersections is expected to be lower in the northern region, **Chapter 4: Future Corridor Characteristics** details the full future capacity analysis. Segment LOS worsens toward the south due to commuters traveling from Leander to job centers in Cedar Park and Austin, increasing traffic on that part of the corridor. Intersection LOS depends equally on east-west and north-south movements, with many low LOS areas aligning with busy east-west side streets.

Currently, the corridor does not experience a high level of pedestrian or cyclist traffic, however, there is a large of amount of residential and commercial development planned directly along the corridor that may encourage alternative travel choices. The combination of various travel modes presents a design challenge to efficiently accommodate all modes.

Analysis of potential future conditions shows that the addition of more northbound and southbound through lanes (changing the current four-lane configuration to six lanes) would not significantly improve traffic delay and congestion as compared to intersection improvements (adding turn lanes) at bottleneck points while keeping the existing cross-section. Additionally, access management would enhance traffic flow as well as safety.

This study recommends the installation of raised medians to the existing four-lane cross-section, intersection improvements along the corridor, and transportation demand management (TDM) strategies to enhance safety and mobility along US 183 in the future. Additionally, this project proposes three grade-separated intersections in the future to improve safety and mobility by removing at-grade rail crossings at San Gabriel Pkwy, Hero Way, and Crystal Falls Pkwy.

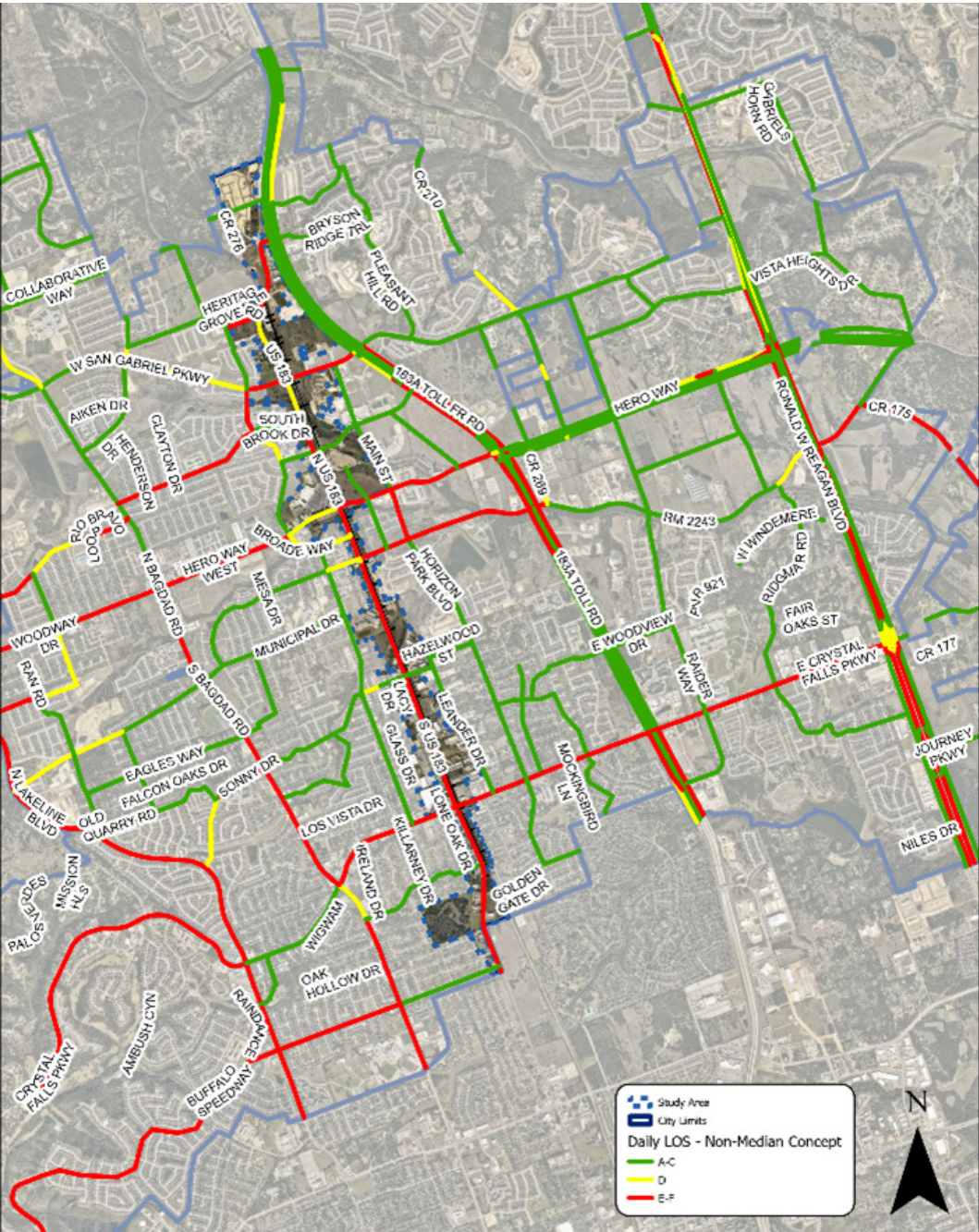


Figure 5:
Projected
(2060)
Segment Level
of Service,
Non-Median
Concept.

Future Policy Strategies

The US 183 corridor will undergo significant changes in the coming decades that will require policy in addition to infrastructure improvements. While traffic congestion will still be a challenge, the corridor can accommodate more people comfortably and support a sustainable pattern a variety of development types. The rapid growth of development in Leander has resulted in an increased number of residents living within walking distance of the corridor, leading to a higher percentage of trips taken on foot or by bike. As different sections of the corridor transition towards walkable urban forms, Leander’s zoning code will play a crucial role in guiding the interaction between development and the streets.

It is recommended to periodically review and update the zoning code over time as the area around the corridor continues to evolve into a more urban context. As the corridor reaches full development and transitions, it may be necessary to address any concerns or future needs that arise in the coming decades.

CORRIDOR RECOMMENDATIONS

The recommendations for US 183, as outlined in **Chapter 5: Preferred Scenario and Recommendations**, were developed through a comprehensive process that included input from the public and City Council, analysis of land use patterns, traffic and crash data, and consideration of relevant City of Leander plans and policies. These recommendations aim to achieve the project goals of enhancing mobility, connectivity, and safety for all users, including drivers, pedestrians, cyclists, and transit riders. They align with the goals and values of Leander’s Transportation Master Plan and will serve as a guide for shaping US 183 into a multimodal corridor that supports the needs of all users.

Preferred Scenario

There are two key opportunities to address future growth and increase mobility capacity along the US 183 corridor. The first opportunity is to enhance intersection capacity while prioritizing pedestrians, bikes, and transit to improve mobility. Widening the corridor to six lanes does not improve the automobile level of service due to overall network capacity limitations. However, investing in improvements for pedestrians, bikes, and transit can accommodate three times as many people as cars alone.

The second opportunity is to shift towards higher-density modes of transportation, such as transit, to accommodate future growth. The preferred scenario includes reducing access points, adding pedestrian infrastructure, creating a shared-use path, and implementing grade separation between the corridor and the rail line. These improvements support all modes of transportation and prepare the corridor for denser development. By focusing on these opportunities, we can increase mobility capacity and create a more sustainable and efficient transportation system along the corridor.

Furthermore, the study area will undergo improvements to ensure ADA compliance, eliminating barriers for all users. The addition of streetscape amenities such as shade trees and street furniture will enhance pedestrian comfort along the corridor in the study area. These improvements will also foster social cohesion by encouraging casual interactions, support, collective monitoring, and a sense

of community. Most importantly, these enhancements have the potential to significantly reduce the frequency and severity of traffic crashes, particularly those involving pedestrians and bicyclists. When opportune, the City should partner with developers to implement streetscape improvements as development occurs along the corridor.

As the corridor becomes more congested, there will need to be a mode shift to higher density modes like transit along the corridor, which supports the TMP's three priorities:

1.

Account for growth-based traffic congestion through managed planning

2.

Update the City's street cross-sections to ensure a balance of safety and people-centered streetscape elements

3.

Partner with smaller cities in the CapMetro program to ensure equitable participation rates

The modeling study indicated that it is not feasible for the corridor to address future congestion solely through expansion efforts, as latent demand would continue to pose challenges. Consequently, a level of service analysis cannot serve as the definitive criterion for determining the preferred scenario for US 183.

Recommended Projects

Over sixty specific improvements were developed during the US 183 Corridor Study. The identified projects were assessed against four primary areas of need: safety, efficiency, social risk, and access. More details about this assessment and the metrics used as part of the assessment can be found in **Appendix D: US 183 Project Purpose and Need Development**.

However, many of the identified projects are small in scope and nature and as a result would likely not be competitive for discretionary funding opportunities. Therefore, individual projects were combined into logical termini and/or functions in order to present larger more competitive projects. The finalized list includes nine consolidated projects:

- **Project 1: Roadway and Pedestrian Improvements from the 183A Toll Road to Hero Way (Segment 1)**
 - Installation of median, curb & gutter, sidewalks
 - Intersection improvements (turn lanes and new signalizations)
 - Pedestrian bridge near Leander Station
- **Project 2: Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway (Segment 2)**
 - Installation of median, curb & gutter, sidewalks
 - Intersection improvements (turn lanes and new signalizations)
 - Pedestrian bridge near Broade St
- **Project 3: Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Drive (Segment 3)**
 - Installation of median, curb & gutter, sidewalks
 - Intersection improvements (turn lanes and new signalizations)

- **Project 4: Drainage Improvements**

- Installation of curb and gutter throughout (separate funding opportunity)

- **Project 5: Enhanced Railroad Crossings**

- Enhanced railroad crossings with new gates at multiple locations
- Grade Separations at:
 - San Gabriel Parkway
 - Hero Way
 - Crystal Falls Parkway

- **Project 6: Shared Use Path**

- Construct a 10' wide shared-use path (SUP) along the entirety of east side of the corridor

- **Project 7: New Parks**

- Construct three small parks along the project corridor
 - Linear Park near County Glen St
 - Pocket Park at Bagdad St & Broade St
 - Linear Park at Pointe 183

- **Project 8: Placemaking Efforts**

- Gateway signage at northern and southern end of corridor as well as Leander Station
- Directional signage in key areas

- **Project 9: Corridor Reconstruction**

- Combined project including all of Projects 1-8

These projects have different phases that incorporate both near- and long-term improvements to ensure effective implementation over time and are described in more detail in **Chapter 6: Project Implementation**.

Improvement Implementation Costs

The overall recommended improvement project will require several steps forward to be implemented. The implementation of the US 183 Corridor Report recommendations within the study area is estimated to cost \$117 million. **Table 1** provides a summary of the opinion of the probable construction cost for the corridor, prior to any design. For strategic implementation purposes, projects along the corridor were grouped into 8 sub-projects, with a ninth option to bundle the project altogether as one. Detailed project descriptions can be found in **Chapter 5: Preferred Scenario and Recommendations**.

Project	Cost
Project 1: Roadway and Pedestrian Improvements from the 183A Toll Road to Hero Way	\$8,850,000
Project 2: Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway	\$12,390,000
Project 3: Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Dr	\$3,750,000
Project 4: Drainage Improvements	\$1,710,000
Project 5: Enhanced Railroad Crossings	\$71,110,000*
Project 6: Shared Use Path	\$3,060,000
Project 7: New Parks	\$15,000,000*
Project 8: Placemaking Efforts	\$1,200,000*
Project 9: Corridor Reconstruction (Combined)	\$117,070,000*

Table 1: US 183 Corridor Development - Opinion of Probable Construction Cost
**Note: Costs marked with an asterisk (*) are estimated and subject to change pending final design. All estimates include assumptions for inflation, utility relocation, engineering/survey/testing, mobilization, ROW/easement acquisition, and contingency.*



CHAPTER 1:
PROJECT
INTRODUCTION

01

CHAPTER 1: PROJECT INTRODUCTION

PROJECT GOAL AND OBJECTIVES



PROJECT GOAL

Establish a unified vision for multimodal mobility to support development efforts along the corridor. The resulting preferred concepts and recommendations should aid land use policy decisions to meet market and citizen demand for economic development and position the City for funding to complete near- and long-term infrastructure projects along the corridor.

The objectives of the study include the following:

1. Establish a vision for the corridor to serve the City at build-out that harmonizes land use and mobility.
2. Position the City well for desired development types with feasible and attractive locations for development.
3. Improve safety, mobility, and accessibility on the corridor.
4. Build an economic development strategy sensitive to market demands and opportunities.
5. Recommend policies supportive of proper access and mobility along the corridor and to businesses.
6. Engage the public effectively and in a way that is compliant with federal environmental requirements.
7. Include and inform regional agency partners, including TxDOT, CapMetro, CTRMA, CAMPO, Williamson County, and the City of Cedar Park.
8. Identify projects and improvements that are feasible and implementable to support development.

CORRIDOR STUDY AREA

The US 183 corridor study area runs from a northern terminus at the 183A Toll Road (northern Extra-Territorial Jurisdiction (ETJ) edge) to Osage Drive (southern ETJ edge) at the southern terminus and is displayed in **Figure 6**. South of the Osage Drive intersection, the corridor moves into the City of Cedar Park and becomes known as Bell Boulevard. The study area consists of a one-parcel boundary extending from the project limits to evaluate existing infrastructure and land use dedications. The study area was extended to a quarter-mile buffer surrounding the corridor to review demographic data. In addition, existing conditions and expected impacts to parallel routes (such as Bagdad Road, Lakeline Boulevard, the 183A Toll Road, and Ronald Reagan Boulevard) and intersecting roadways (such as San Gabriel Parkway, Hero Way, South Street/ FM 2243, and Crystal Falls Parkway) are discussed.



Figure 6: US 183 Corridor Study Area

CORRIDOR OVERVIEW

The US 183 corridor is an approximately 5-mile arterial roadway (see **Figure 6**) running generally north-south in the center of Leander’s city limits. The entirety of US 183 from Osage Drive to the 183A Toll Road is a 4-lane undivided arterial roadway that expands to incorporate a two-way turn lane south of San Gabriel Parkway. The existing section varies in curb-to-curb width from 52’ to 68’. Right-of-Way (ROW) also varies from 90’ to 125’+ in some sections.

Retail and commercial land uses surround the majority of the corridor. There are a handful of residential parcels directly bordering the corridor and Leander Middle School is located along the corridor just south of Atkins Street. Due to the high density of commercial land uses, the corridor generates a large number of trips for restaurants, shopping centers, and errand-driven trip purposes. **The corridor is expected to continue to develop with new activity-generating land uses, with many commercial and residential developments planned or in progress.**

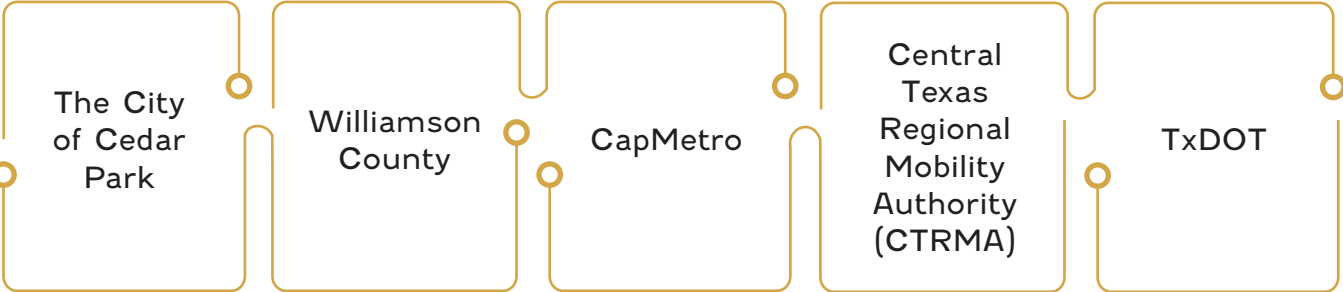
The corridor not only supports inner-city travel, but also represents a viable regional connection for commuters and visitors traveling between the City of Leander and the surrounding cities of Austin, Georgetown, Cedar Park, and Round Rock, making US 183 an alternative route to the 183A Toll Road. The corridor experiences congestion during peak travel hours, which is mostly experienced at high-volume intersections. The majority of the trips along the corridor are made via private automobile.

There are no dedicated bicycle facilities along the corridor, but several widened sidewalks can support bicyclists traveling both parallel and perpendicular to the corridor. However, **there are many gaps in the sidewalk network along the corridor.** CapMetro provides fixed-route bus service (MetroExpress Route 985) and rail service (MetroRail Red Line) to and from Leander, as well as the on-demand Pickup service (Pickup Leander) within Leander.

The railroad runs parallel to the corridor on the eastern side until it crosses US 183 just north of Heritage Grove Road, which creates challenges for ROW acquisition, pedestrian crossing safety, and potential for future parcel development.

PROJECT PARTNERS

Due to the regional connectivity and multimodal nature of this corridor, advanced coordination between the City of Leander and the following entities (all of which participated in the Technical Working Group established for this study) is paramount in ensuring the success of any proposed improvements:



PROJECT PROCESS

This initiative has been undertaken as part of a series of corridor studies identified in the City’s TMP by creating multimodal transportation proactive plans for the City’s major corridors. The project process began in late 2023 when data was collected to assess current conditions along the corridor. The project process involved a comprehensive analysis of the corridor’s existing conditions, the development of concept plans and proposed projects, and active public engagement with the community. This approach ensured the planning process was data-driven and inclusive, incorporating community input at crucial stages.

REPORT ORGANIZATION

This report provides a detailed accounting of the preliminary assessment, public input, scenario assessment, and recommendations for the ultimate improvements to the corridor.

- Chapter 2: Community Outreach and Involvement**
Provides more detail on the public involvement that was incorporated throughout the process and how that influenced the results of the study.
- Chapter 3: Corridor Background**
Provides information on the background of the corridor. This chapter summarizes the existing physical context of the corridor as well as plans, policies, and zoning regulations along the corridor.
- Chapter 4: Future Corridor Characteristics**
Future Scenario Assessment. Describes the three scenarios that were generated for analysis and testing through the study process.
- Chapter 5: Preferred Scenario and Recommendations**
Presents the recommended improvements for the corridor based on the results of the modeling and public input on those improvements.
- Chapter 6: Project Implementation**
Highlights the implementation and future policy strategies for the study area. Ultimately, the projects, policy recommendations, and overall goal expressed within this document are intended to be refined as the City undertakes the schematic and final design process that is needed before the corridor goal expressed through this preliminary effort can become a reality.

CHAPTER 2:
COMMUNITY OUTREACH
AND INVOLVEMENT

LEANDER STATION
PARK & RIDE

02

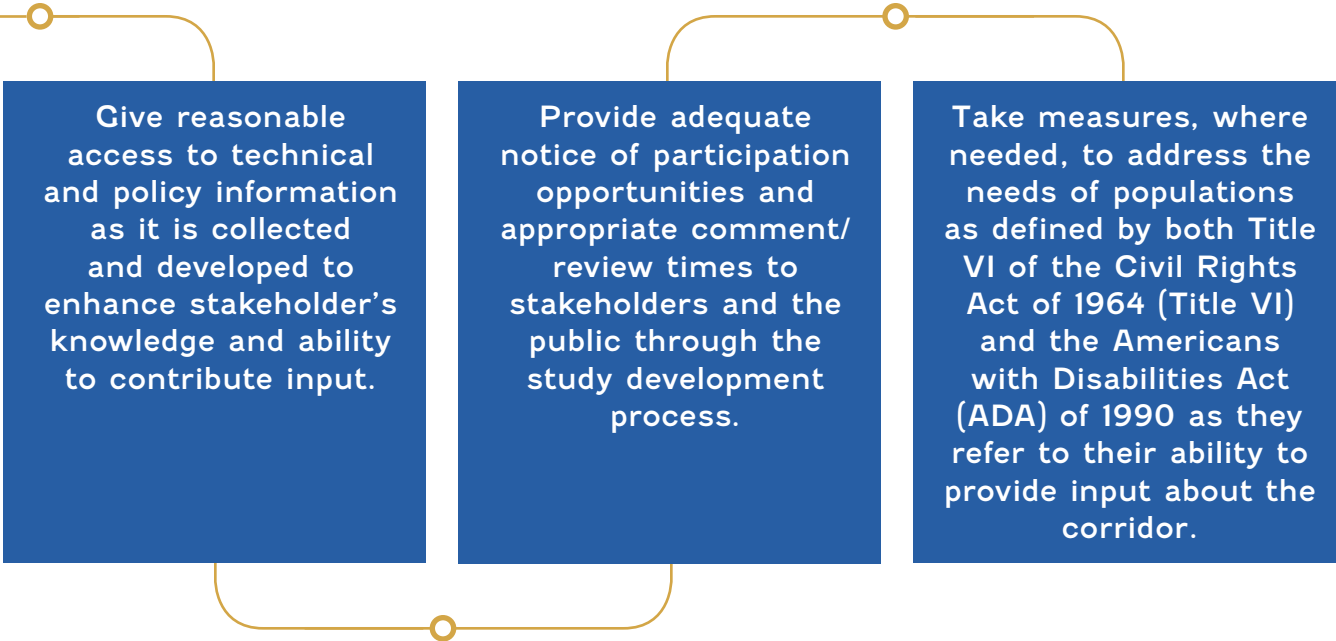
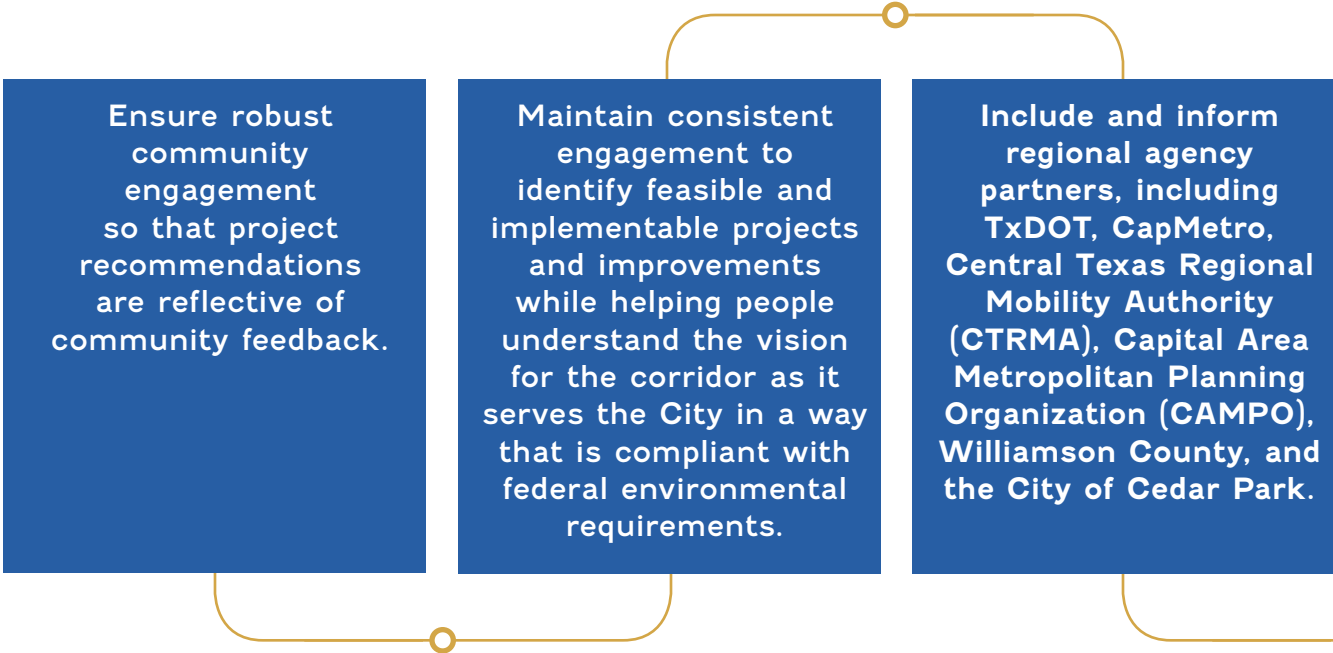
CHAPTER 2: COMMUNITY OUTREACH AND INVOLVEMENT

The City of Leander recognizes the importance of meeting the needs and desires of stakeholders in the US 183 corridor. To ensure the success of the project, a comprehensive public engagement approach was implemented to encourage input and ideas from those who live, work, commute, play, and study in the area. With a commitment to inclusion, transparency, and a willingness to learn, the City developed the US 183 Corridor Study Report to inform and engage the community in discussions about transportation solutions. By understanding the perspectives of stakeholders, the City was able to develop recommendations that provide the greatest benefit for all users of the corridor.

This chapter provides an overview of the community outreach and involvement with the public and agency partners. A more detailed description of each of these activities and findings can also be found in the full **Appendix A: Public Engagement Summary**.

GOALS OF THE PUBLIC INVOLVEMENT STRATEGY

The project team, along with City staff, worked to provide an engaging, meaningful, and effective public involvement process for the study. The goals and objectives of this process are as follows:



Technical Working Group

The formation of a technical working group composed of the City of Leander, the City of Cedar Park, Williamson County, CapMetro, CTRMA, and TxDOT marked a significant collaboration. This diverse group brought together key stakeholders to evaluate and improve existing conditions and future development plans along US 183. The City of Leander, City of Cedar Park, and Williamson County represented local government entities with a vested interest in the corridor’s impact on their communities. The City of Cedar Park proved to be a vital partner in ensuring that improvements made to the corridor in Leander were consistent with those previously made in Cedar Park’s section of US 183 (Bell Boulevard). TxDOT’s involvement ensured that the study aligned with state transportation goals and standards, which was vital as TxDOT may consider moving the US 183 roadway designation to the 183A Toll Road frontage through Leander once the 183A Toll Road Frontage Roads in Cedar Park are completed. CapMetro’s presence brought expertise in public transportation planning and ensured that any proposed improvements did not conflict with existing or proposed plans for CapMetro-owned right-of-way and facilities. CTRMA’s involvement ensured that any future improvements to the toll road would not conflict with improvements recommended as part of this study. By pooling their resources, knowledge, and perspectives, this technical working group developed comprehensive and effective strategies to address the transportation needs and challenges along US 183, ultimately benefiting the entire region.

Online Engagements

The City hosted several online public engagement opportunities to gather additional feedback on needs and desires for a future redeveloped US 183 through Leander. An online survey and interactive mapping engagement activity were posted on the City’s website.

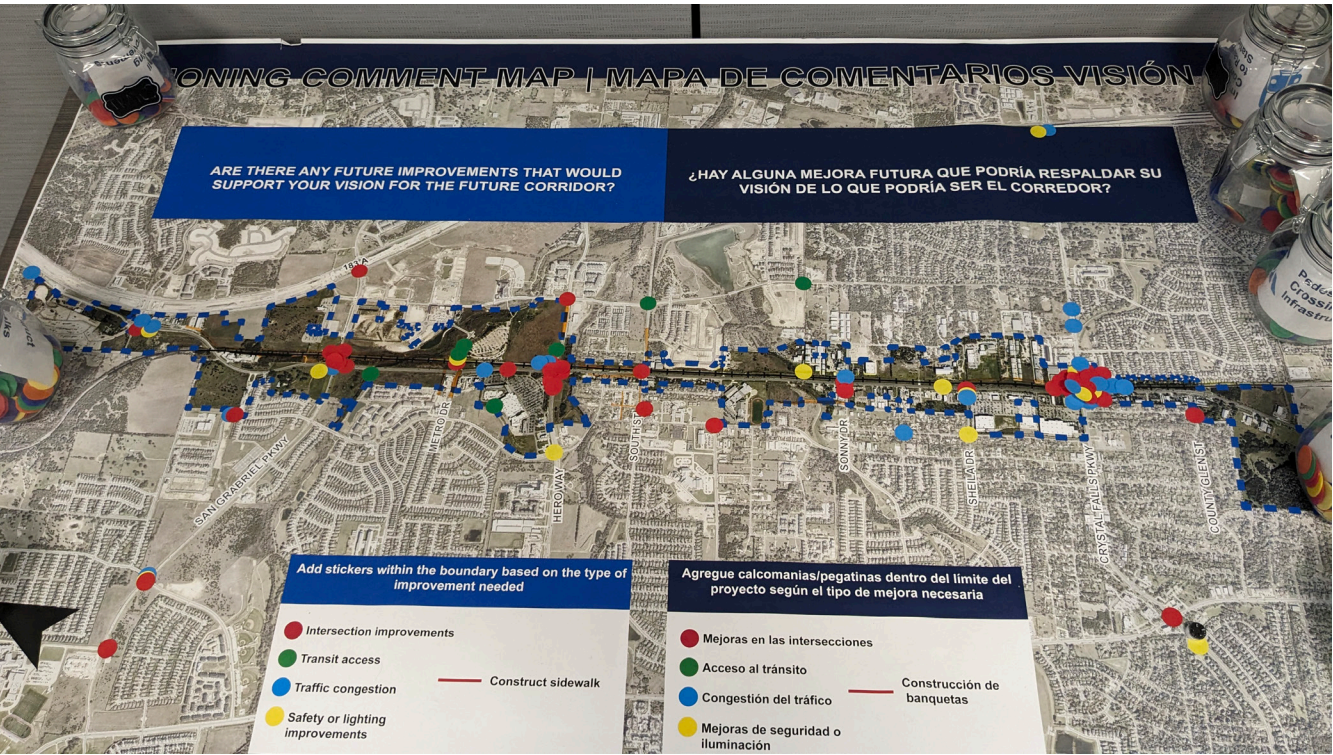
The interactive map and online survey were open from October 2023 to December 2023. The online engagements received an excellent level of feedback participation, with the interactive map gathering a total of 46 comments (displayed in **Figure 7**), and the online survey gathering 317 survey responses, further detailed in **Appendix A: Public Engagement Summary**.



Figure 7: Interactive Map Comments

Christmas Festival Pop-Up Engagement

On Saturday, December 2, 2023, the project team set up a booth at the Old Town Christmas Festival to discuss the US 183 Corridor Study project with the public. The community was able to enjoy shopping, dancing, singing, playing, and meeting Santa. During this event, the project team had three opportunities to leave feedback, including a jar exercise, a mapping exercise, and comment cards. The project team also presented alternative virtual engagement opportunities through an online comment map and survey. Festival attendees could also subscribe to project updates by visiting the project website. The project team interacted with approximately 204 members of the public.



Above are photos from the engagement booth at the 2023 Old Town Christmas Festival.

Stakeholder Meetings

The project team conducted two virtual stakeholder meetings with ten developers to discuss two concept areas, Concept Area 1 and Concept Area 2. The Concept Area 1 meeting focused on five key topics: focus, concerns, roles, clarification, and suggestions. The primary focus was on the Heritage Grove roadway and its alignment with the driveway into Pointe 183. Suggestions included relocating crossings to safer locations, adding turn lanes, implementing right-turn-only access, and ensuring coordination with TxDOT for these changes. The second meeting covered Concept Area 2, addressing topics such as feedback, discussion, opportunities, and coordination. The focus was on the area east of the intersection along Northline, including Northline, St. David’s complexes, and Main Street. The discussion emphasized the need for a mid-block crossing and a flashing beacon to improve pedestrian safety at crosswalks.

Both meetings fostered productive dialogue and helped identify necessary improvements to enhance transportation and safety within these areas.

US 183 Block Walk

The US 183 Corridor Study team held a block walk along the entirety of the US 183 corridor in Leander on Thursday, December 21, 2023. The effort served multiple purposes:

- 1. Introduce the US 183 corridor study to adjacent businesses
- 2. Collect contact information to build our stakeholder database
- 3. Solicit their input (verbally as we spoke with them and/or through the online survey and interactive map).

The engagement involved direct visits to businesses along the corridor. The team engaged with business owners, managers, or representatives, introducing the project, explaining goals, inviting feedback, and encouraging participation in online surveys and future events. A project fact sheet was provided in English or Spanish. A QR code was presented to those who expressed an interest in taking the online survey or providing input via the interactive map. See **Appendix A: Public Engagement Summary** for all materials used by the study team during the block walk, and to review the feedback gathered from the outreach effort.

The overall community sentiment about the study was positive and business representatives were welcoming. In total, the study team spoke with numerous people and received feedback from 26 people. **Some feedback themes from our in-person interactions included: the need for improved access to shopping plazas, traffic congestion, better lighting for safety at night, demands for pedestrian safety, sidewalks, and access around certain areas such as Hero Way.**

In total, the project team visited and dropped off flyers at 95 businesses/properties along the corridor. For those businesses that did not answer or were closed, fact sheets were left at the front door.

A stakeholder database was updated with contact information collected from 95 businesses. This information enabled the study team to reach stakeholders to provide study updates and invite them to participate in future engagement.

Public Open House

On Saturday, April 13, 2024, the project team held an open house at the Leander Activity Center from 9:30 a.m. to 12:30 p.m., with 25 community members in attendance. The event allowed community members to engage directly with the project team. The project team introduced the studys purpose and goals, followed by detailed presentations covering the studys background, timeline, public engagement efforts, and key feedback received. Proposed improvements for each of the five concept areas were outlined, with visual aids provided to enhance clarity. Attendees were guided to relevant planning area boards based on their interests, where they could ask questions and share concerns specific to their properties and the corridor. Various feedback stations allowed attendees to share their input via post-it notes, comment forms, or online surveys.



PUBLIC ENGAGEMENT FINDINGS

During the public engagement, the project team identified several needs. In the Concept Area 1 stakeholder meeting, the focus was on the Heritage Grove roadway and its alignment with the driveway into Pointe 183. Additional needs included relocating crossings to safer locations, adding turn lanes, implementing right-turn-only access, and ensuring coordination with TxDOT for these changes. In the Concept Area 2 stakeholder meeting, the discussion emphasized the need for a mid-block crossing and a flashing beacon to improve pedestrian safety at crosswalks. During the US 183 Block Walk, feedback themes from in-person interactions included the need for improved access to shopping plazas, improved traffic congestion, better lighting for safety at night, demands for pedestrian safety, sidewalks, and increased access around certain areas such as Hero Way. These public engagement events provided valuable input that laid the groundwork for developing community-based improvements within the corridor study area.

**CHAPTER 3:
CORRIDOR
BACKGROUND**

03

CHAPTER 3: CORRIDOR BACKGROUND

This chapter of the report provides a thorough evaluation of the current conditions in the corridor, as well as a summary of the plans, policies, and zoning regulations in place. For a more detailed description of each of these findings, please refer to **Appendix B: Needs Assessment Report**.

EXISTING CORRIDOR CONDITIONS

This section summarizes the corridor’s land uses, transportation characteristics, sidewalk conditions, and traffic and crash analyses.

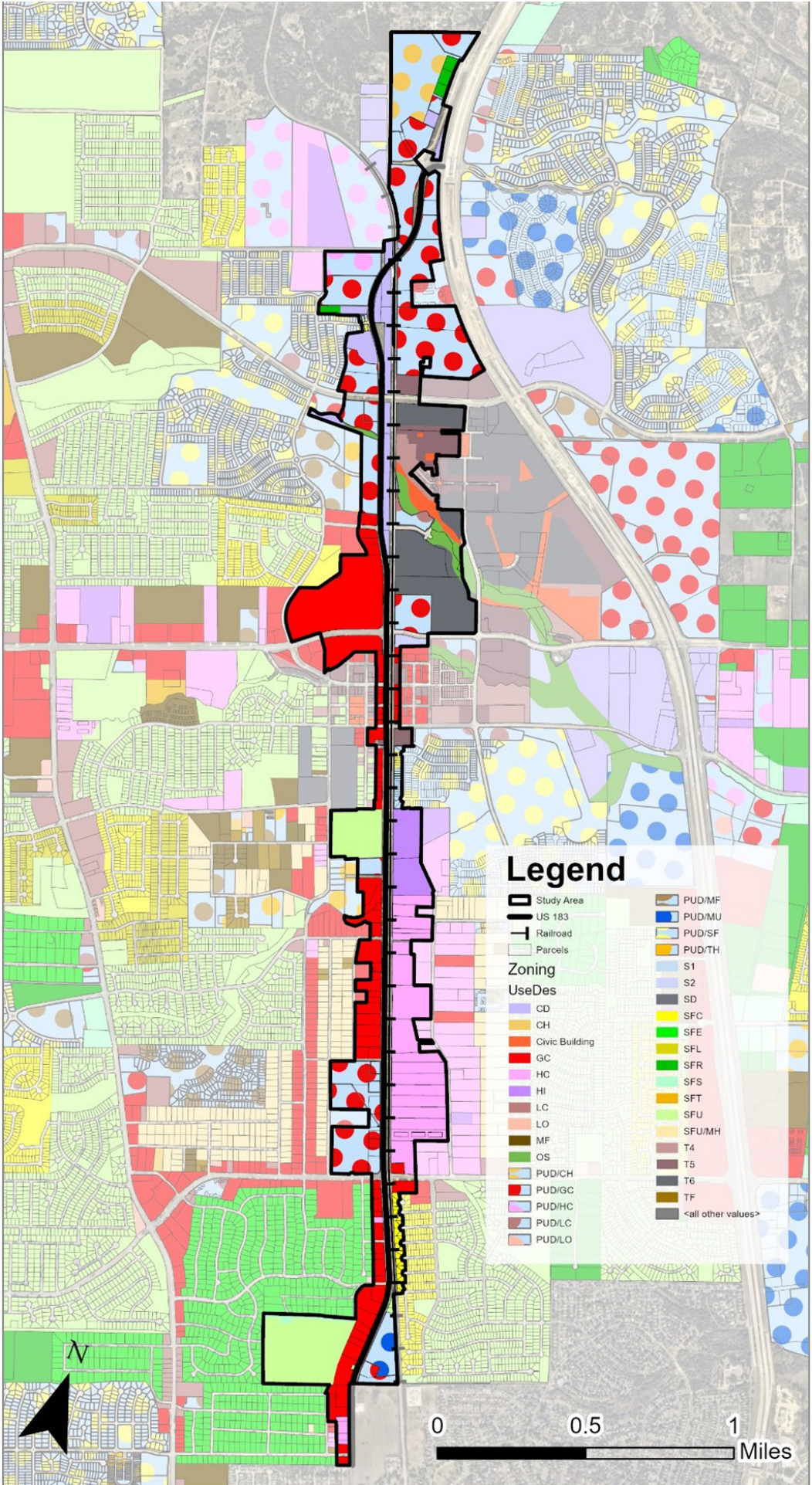
Existing Zoning and Land Uses Assessment

The purpose of this assessment is to evaluate how well the existing Unified Development Code aligns with the policy goals and directions of this corridor study. The assessment aims to bridge the gap between the City’s policies and actual practices and work towards achieving the desired development outcomes. Effective development code will be instrumental in making strategic decisions on the approach to a new US 183 in Leander.

Properties along the US 183 Corridor are zoned (see **Figure 8**) under both the City’s Composite Zoning Ordinance, utilized everywhere within the City, and the City’s SmartCode, used only within the City’s area designated for Transit Oriented Development (TOD).

Existing zoning designations along the corridor are generally consistent with the existing future land use designation with no properties zoned in direct contradiction to the future land designation. Existing future land use designations along the corridor (see **Figure 9**) include Multi-Use Corridor, Leander Central, Parks and Reserves, Old Town, Urban Mixed Use, Neighborhood Residential, Industrial, Neighborhood Central, Activity Center, and Employment Center. The largest future land use designations along the corridor are Leander Central, Old Town, Industrial, and Multi-Use Corridor.

Figure 8:
Existing Study
Area Zoning



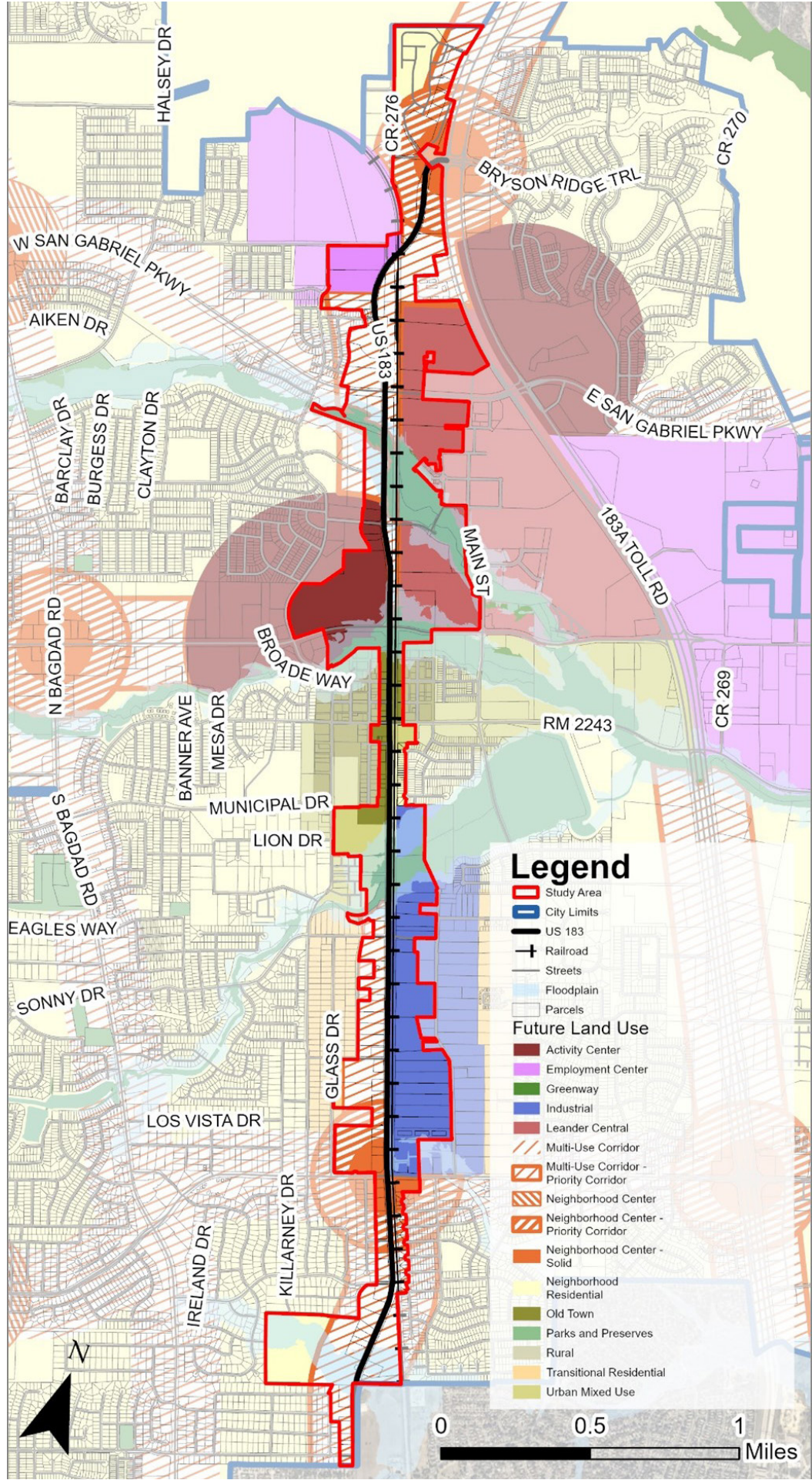


Figure 9: Study Area Future Land Use Designations

Existing Transportation Characteristics and Conditions

This section of the report evaluates the transportation and traffic conditions for the US 183 corridor and surrounding streets within the designated plan area.

Off-Corridor Connectivity

The US 183 corridor has seven major intersections within the study area: Osage Drive, Crystal Falls Parkway, Sonny Drive, South Street, Hero Way, San Gabriel Parkway, and the 183A Toll Road. Additionally, many local streets increase the amount of east-west connectivity of the corridor and through access to surrounding neighborhoods. The posted speed limit varies between 55 to 60 miles per hour, but due to the wide road and expansive open spaces along much of the corridor, it is common for vehicles to travel at higher speeds. As a major north-south connector through the city, the corridor sees a daily traffic volume of approximately 24,000 to 30,000 vehicles. It also serves as an alternate route for commuters to the 183A Toll Road. With planned improvements to the 183A Toll Road, Bagdad Road, and Ronald Reagan Boulevard, it is anticipated that some of the regional commuter pressure on US 183 will be alleviated. Additionally, US 183 provides access to CapMetro's transit services.

The potential widening of cross streets of San Gabriel Parkway and Hero Way can greatly enhance the network connectivity of US 183 with the rest of the city. By serving as primary arterials, these roads will provide connections in the east and west areas of Leander, complementing existing arterials like Bagdad Road that facilitate access to the north and south parts of the city and neighboring areas. Currently, San Gabriel Parkway only has 2 through travel lanes, while Hero Way has 4 through travel lanes. However, according to the City of Leander's Thoroughfare Plan, both streets are identified as proposed 6-lane primary arterials. Additionally, the completion of South Brooke Drive and the extension of the unnamed roadway south of Heritage Grove will further enhance access to the surrounding area.

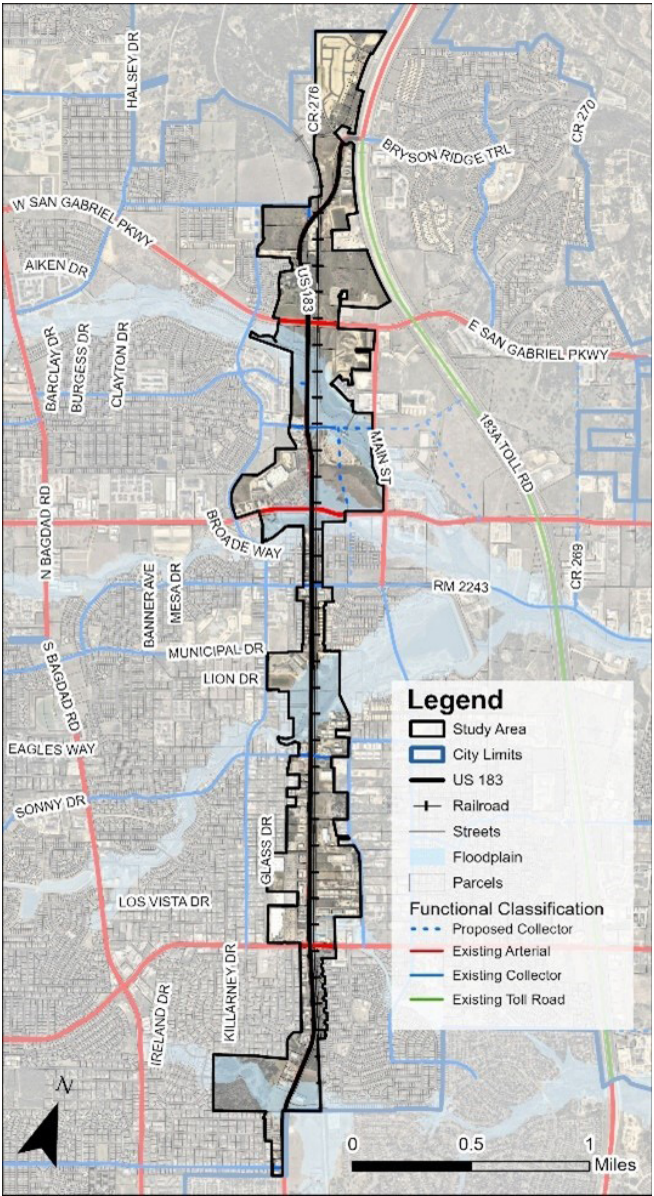


Figure 10: Corridor Connectivity

Existing Cross Sections

The entirety of US 183 from Osage Drive to the 183A Toll Road is a 4-lane undivided arterial roadway, excluding the segment that expands to incorporate a two-way left turn lane from south of San Gabriel Parkway to the southern end of the corridor.

Figure 11 – Figure 15 show the variations of the 4-lane cross-section along the corridor. The two-way left turn lane, while intended to provide a designated space for vehicles to make left turns, can also create confusion and potential conflicts between vehicles entering and exiting the roadway. This can lead to congestion and delays, especially during peak traffic periods. The presence of driveways along the roadway can also increase the risk of collisions, particularly when vehicles are entering or exiting the roadway. This can result in slower traffic flow and potential delays for other drivers.

Furthermore, the lack of a physical barrier between opposing lanes of traffic can increase the risk of head-on collisions, particularly if drivers are not paying attention or are attempting unsafe passing maneuvers. This can pose a significant safety hazard for drivers, passengers, and pedestrians. Additionally, an undivided roadway with driveways can be challenging for pedestrians and cyclists. The frequent interaction between vehicles entering and exiting driveways and non-motorized users can create an unsafe environment, increasing the risk of accidents.

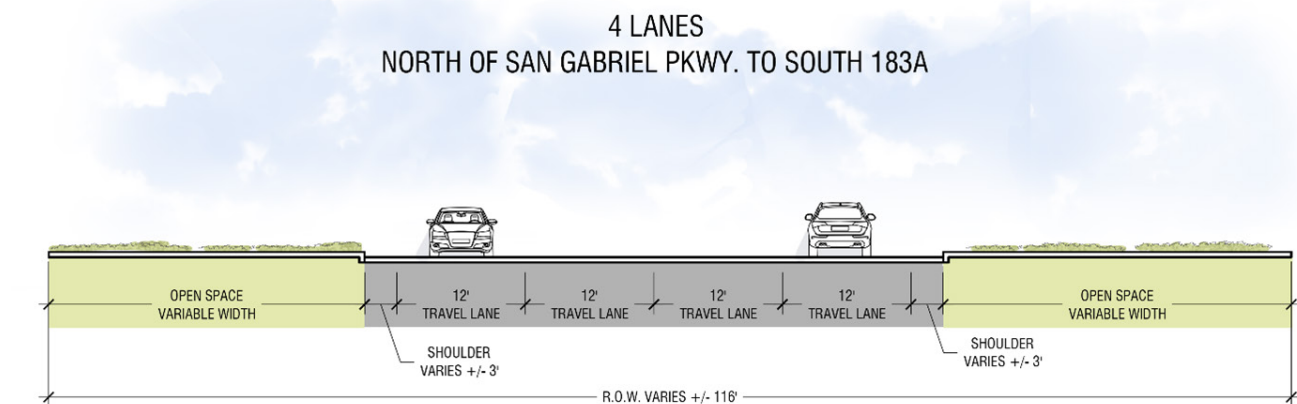


Figure 11: 4 Lane Cross Section from North of San Gabriel Parkway to South of the 183A Toll Road

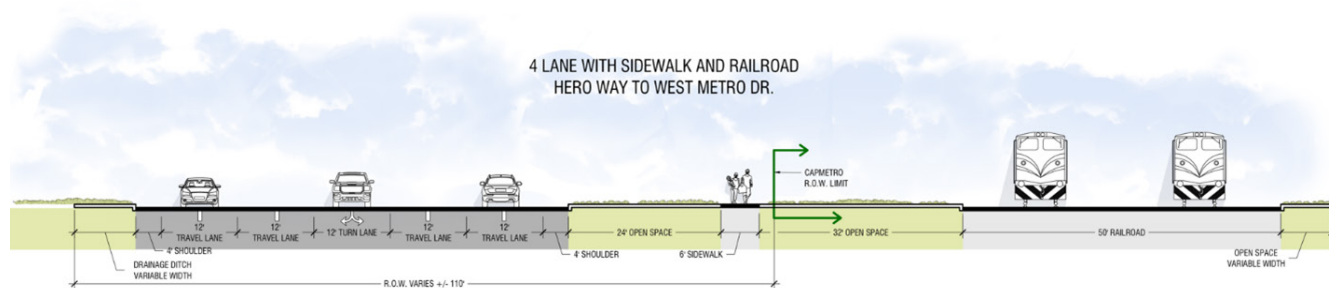


Figure 12: 4 Lane Cross Section with a Two-Way Turn Lane, Sidewalk, and a Double-Track Rail Line from Hero Way to West Metro Drive

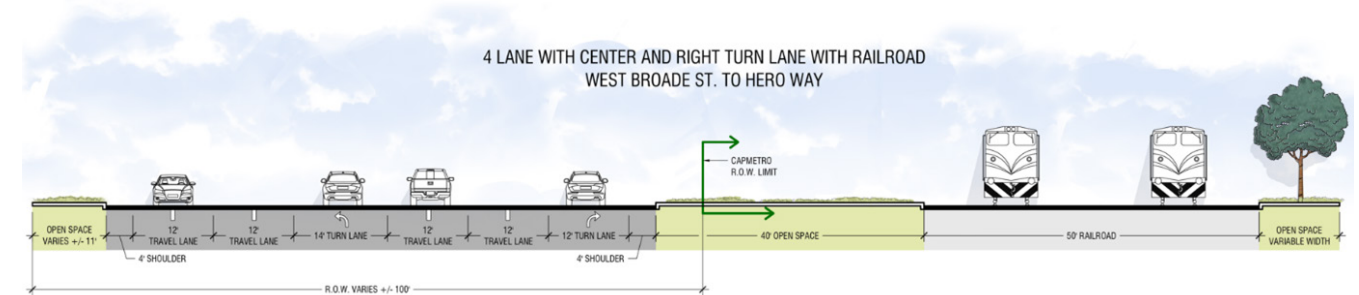


Figure 13: 4 Lane Cross Section with Left and Right Turn Lanes and a Double-Track Rail Line at the Intersection of US 183 and Hero Way

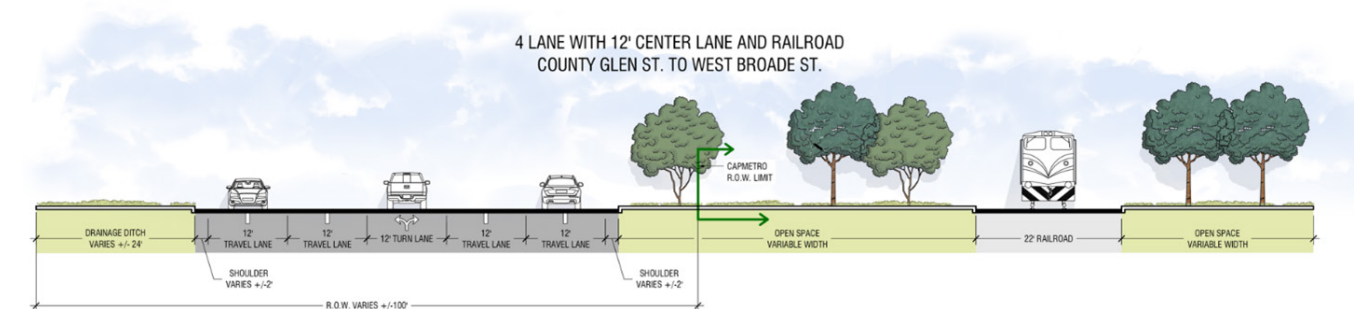


Figure 14: 4 Lane Cross Section with a 12' Two-Way Turn Lane and Rail Line from County Glen St. to West Broade St.

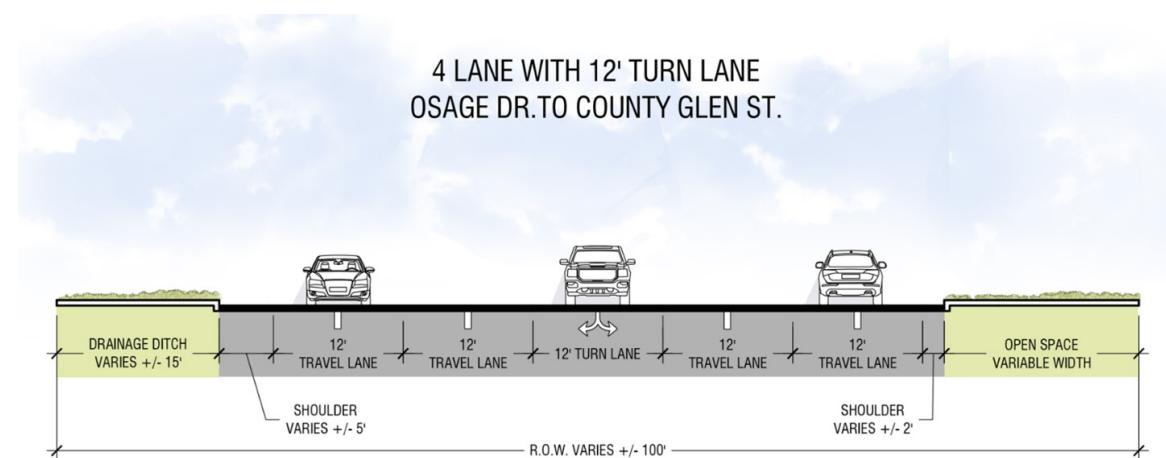


Figure 15: 4 Lane Cross Section with a 12' Turn Lane from Osage Dr. to County Glen St.

Pedestrian and Bicycle Facilities

Within the study area, there are approximately 5.85 miles of sidewalks, including 1.3 miles of wider facilities considered as trails in the Parks and Recreation Master Plan. However, sidewalks and crosswalks along US 183 traveling north and south are inconsistent. Improving mobility along this corridor faces challenges such as crossing the parallel railroad, steep slopes, deep drainage ditches, interactions with the floodplain, and conflicts with driveways.

Figure 16 highlights significant gaps in the sidewalk network, accounting for approximately 51% of the potential future sidewalk network in the study area. Prioritizing these gaps, especially at major intersections like East Sonny Drive and South Street, is essential. Innovative solutions like elevated walkways or bridges and underground tunnels can be explored to overcome physical barriers and create uninterrupted pedestrian pathways.

Currently, there is only one explicitly marked bicycle facility (a 10' widened sidewalk) on US 183, at the very north end of the corridor between the 183A Toll Road and Heritage Grover Road. However, there were occasional cyclists observed using the narrow shoulder along US 183.

Bicycle and pedestrian traffic counts were conducted on November 28th, 2023, at the intersections of US 183 and South Street, as well as San Gabriel Parkway. During the 24-hour period, three pedestrians and one cyclist were recorded at South Street, while no activity was observed at San Gabriel Parkway.

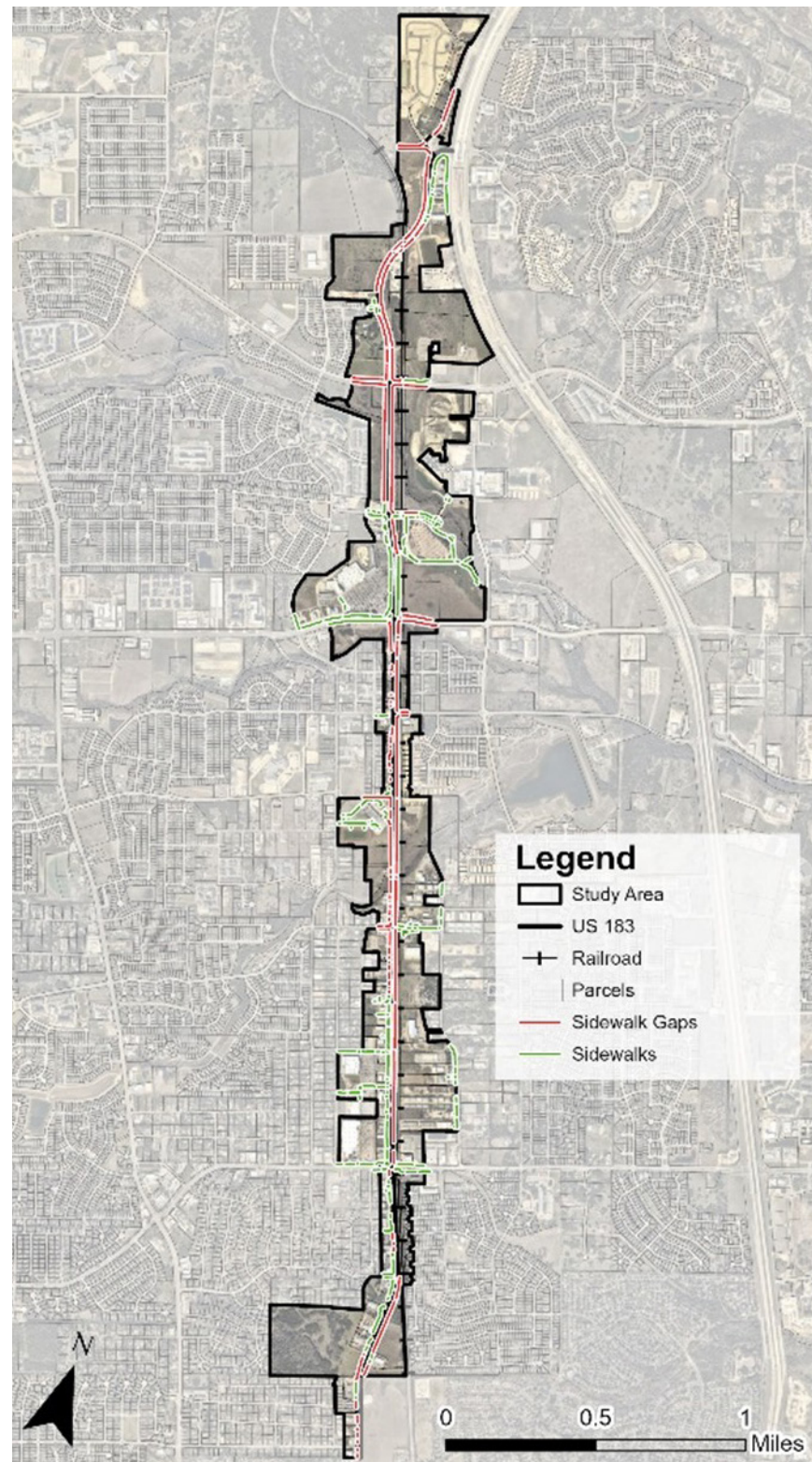


Figure 16: Study Area Sidewalk Gaps

Parks And Trails

Currently, no parks exist within the study area boundary. Several HOA-managed parks exist to the west of US 183 between San Gabriel Parkway and Hero Way. Additionally, a new planned park is currently under construction within the Northline development. This planned City park, shown in the image below will include a pavilion and entertainment stage, a promenade for events and festivals, a fitness lawn, outdoor living and seating grove, play areas with a splash pad water feature, and more (Source: Northlineleander.com). Additionally, there is a planned park under design in Old Town between Bagdad Street, South Street, and Brush Street, which is planned to host events such as the Old Town Street Festival and Christmas Festival in the future. **The City should continue to explore opportunities to connect existing and future planned trails to open spaces, parks, and other activity centers.**



Northline Development proposed park space

The City's parks and recreation master plan made several recommendations for proposed trails that either run parallel along US 183 or cross the US 183 corridor in the east/west direction. In the Parks, Public Spaces, and Recreation Comprehensive Plan, it is recommended that to enhance the safety and comfort of pedestrians and cyclists, new multi-purpose pathways should be constructed with a minimum width of 10' to 12' (the current regulations are a minimum of 10' along US 183). These existing and planned trails were taken into account for this study. A full summary of the reviewed trails that exist within the study area boundary can be found in **Table 2**.

The City of Leander's Thoroughfare Master Plan includes multiple trail connections to the city-wide network and potential grade-separated crossings, which would ensure safe pedestrian flow across the corridor. Implementing these proposed trail connections and crossings is crucial for creating a more pedestrian-friendly environment. Several trail connections to the city-wide network and across US 183 have been identified, including Osage Drive, Collaborative Way, potential grade-separated shared-use path crossings north of Sonny Drive and south of Hero Way, Sonny Drive, Hero Way, South of San Gabriel Parkway, along San Gabriel Parkway, and a crossing immediately east of the US 183 southbound frontage road intersection.

Another planned trail facility will have a significant impact on the US 183 corridor. Dubbed “the Red Line Parkway Initiative,” this 32-mile planned trail will stretch along CapMetro’s existing Red Line railroad alignment. The proposed trail will run from Downtown Austin to Leander once complete. This program involves multiple agencies and jurisdictions. The City of Austin’s Urban Trails Program is currently developing a portion of the Red Line Trail in partnership with the Capital Delivery Services Department.

Trail Type	Location	Notes
Existing/ Planned On-Street Trail	Parallel to US 183, running on the west side of the corridor	There is currently a sidewalk on the west side of US 183 near the H-E-B Plus! and the Gateway shopping center. A sidewalk is planned to complete this network.
Planned On-Street Trail	Running along San Gabriel Parkway in the east/west direction	An 8’ trail exists on San Gabriel Parkway to the east of US 183. Also, a trail exists west of Broade Street as well. This planned trail connection will complete this trail network connect the two trail segments and cross the US 183 corridor in the east/west direction.
Planned On-Street Trail	Parallel to US 183, east of the railroad, running from San Gabriel Parkway to the Leander CapMetro Park and Ride Red Line Station	This planned trail transverses the floodplain and starts at the intersection of US 183 and San Gabriel Parkway. The trail is located east of the railroad tracks and runs south to connect to the Red Line Park and Ride station.
Planned On-Street Trail	Running along Hero Way, northeast of the intersection of US 183	This planned trail seeks to fill the trail gap between existing trails running along Hero Way. There is currently a gap in the trail network along Hero Way between US 183 and Main Street, and this trail will fill that gap.
Planned On-Street Trail	Running along RM 2243/South Street west of US 183	This trail is planned to be constructed along South Street between N West Drive and US 183.
Planned Off-Street Trail	Crossing US 183 in the east/west direction and located within the floodplain south of Hero Way	This off-street trail follows the City’s floodplain footprint. This trail is recommended to cross US 183 in some capacity, whether that be at-grade through bringing the path back up to Hero Way to cross at the intersection, or other innovative methods that have been explored in other plans, such as a pedestrian bridge or pedestrian tunnel.

Planned Off-Street Trail	Crossing US 183 in the east/west direction just north of Sonny Drive, running along Mason Creek	Another off-street trail is planned through Mason Creek, connecting Mason Creek Park to a proposed trail head to the east. This planned trail will also need to transverse US 183 in the east/west direction.
Planned On-Street Trail	Running along Sonny Drive	A trail is planned on Sonny Drive that will cross US 183 in the east/west direction.
Planned On-Street Trail	Parallel to US 183 south of Crystal Falls Parkway	Several trail gaps are planned to be filled along US 183 south of Crystal Falls Parkway.

Table 2: Existing and Proposed Trails in the Study Area

Transit Services

There are three types of transit services offered within the study area provided by CapMetro. CapMetro provides bus (MetroExpress Route 985) and rail service (MetroRail Red Line) to and from Leander, as well as the on-demand pickup service (Pickup Leander) within the City. Typical transit service frequency and hours of service can be found in Table 3. The existing transit routes and stops are also displayed Figure 17.

Many residential developments are proposed directly abutting the corridor, which will increase the demand for transit services along US 183. As the corridor develops, there will be a need to reassess the quality and equity of transit services being provided within the corridor. During outreach efforts at the Christmas Festival, many participants expressed a need for improved accessibility to transit services (explicitly commuter rail and being able to physically access the station by walking or biking to the station) and an increased frequency of service between Leander and downtown Austin. This interest will likely increase as surrounding regions continue to expand. Due to the regional connectivity of Leander and having the only light rail station outside of greater Austin, the commuter rail station should be viewed as a regional resource of mobility. Additionally, as the Leander population continues to grow and age, there will be an increased need for fixed routes and on-demand services.

Recently, CapMetro expanded the Pickup Leander zone by 0.64 square miles in the southwest corner in August 2024. The new zone includes popular destinations such as DaVita Leander Dialysis, Cedar Park Regional Emergency Center, Crystal Falls Crossing Apartments, Lakeline Apartments and Randall’s. This supports the need for a comprehensive transit needs assessment and feasibility study in the near future.

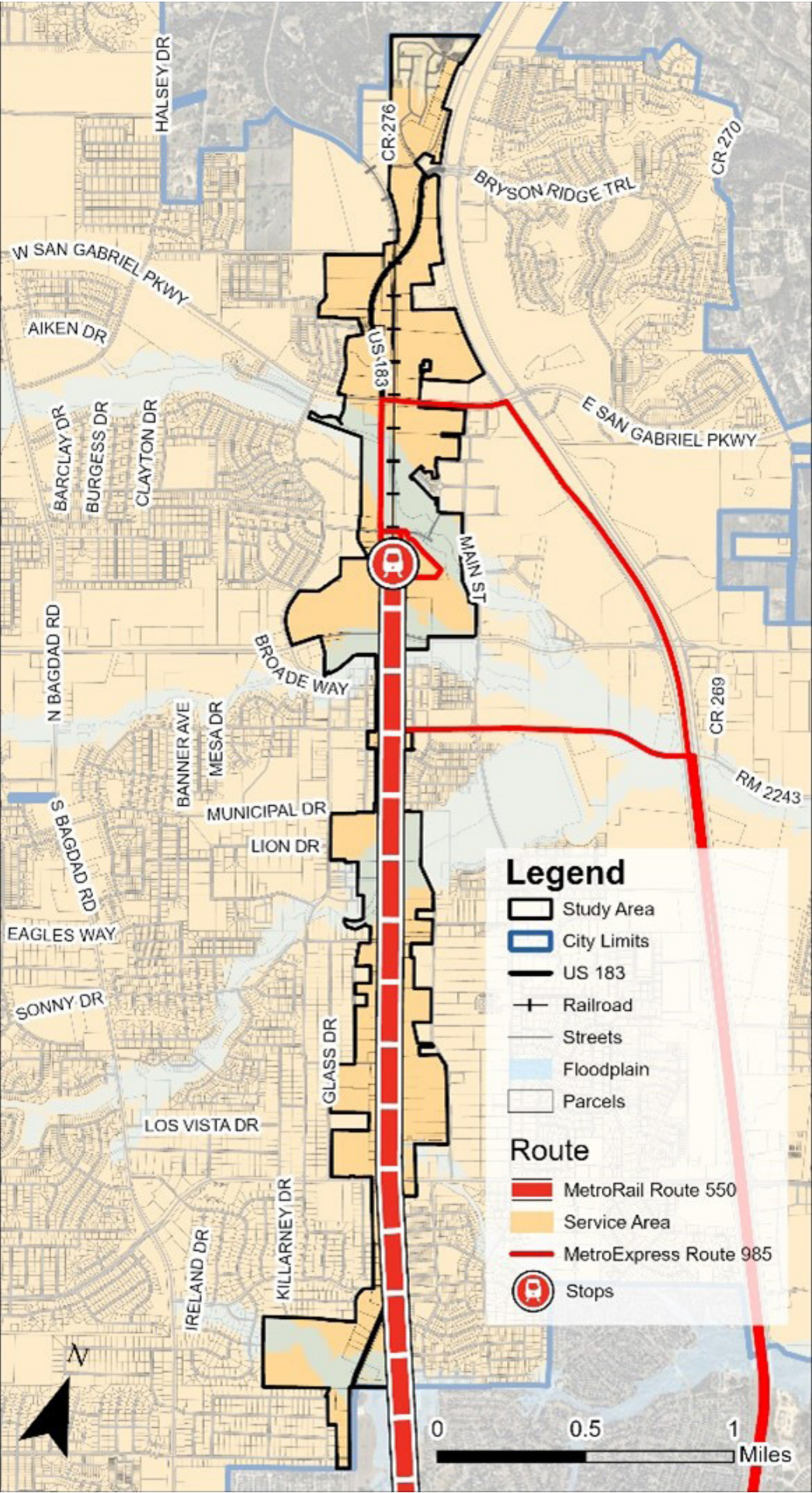


Figure 17:
Leander Transit
Services

Transit Service	Typical Service Frequency	Hours of Service
MetroRail Red Line (Route 550)	Every 30 – 60 Minutes	Weekday Service: Southbound from Leander: First trip - 5:41 AM, Last trip – 5:30 PM. Northbound from Downtown Austin: First trip - 6:43 AM, Last trip – 6:36 PM.
		Extended Friday Service: Southbound from Leander: First trip – 6:41 PM, Last trip – 11:09 PM. Northbound from Downtown Austin: First trip – 7:22 PM, Last trip – 1:32 AM.
		Saturday Service: Southbound from Leander: First trip – 10:12 AM, Last trip – 11:09 PM. Northbound from Downtown Austin: First trip – 10:20 AM, Last trip – 12:31 AM.
MetroExpress Route 985	Every 30 Minutes – 1 hour	Weekday Service: Southbound from Leander: First trip - 5:50 AM, Last trip – 8:00 AM. Northbound from Austin: First trip – 2:30 PM, Last trip – 6:00 PM.

Table 3: Leander Transit Services

Union Pacific Railroad

Running parallel to a majority of the US 183 corridor within Leander is a railroad owned and operated by Union Pacific which also services the commuter rail Red Line from Capital Metro. The commuter rail uses the railroad about 10 times in the morning and about 15 times in the afternoon and evening, and Union Pacific runs freight rail on the railroad daily.

At-grade railroad crossings are located along the US 183 corridor at the following study intersections:

- US 183 & Metro Drive
- US 183 & Hero Way
- US 183 & South Street
- US 183 & Sonny Drive
- US 183 & Church Driveway
- US 183 & Sheila Drive (unsignalized)
- US 183 & Crystal Falls Parkway

An additional crossing exists approximately 200’ north of the US 183 & Heritage Grove Road Intersection.

At five signalized at-grade crossings, railroad preemption is integrated in the signal operations to allow for cars to safely clear the railroad tracks when a train is approaching. Railroad preemption is a limiting factor for effective signal coordination along this corridor, as preemption takes precedence over coordination, and it can

take several minutes after preemption has ended for coordination to re-synchronize. During peak hours for trains, the frequency of preemption may occasionally be faster than the ability for the signals to re-synchronize.

At Sheila Drive, a minor stop-controlled crossing exists across the railroad to access Dennis Steel, Inc. Existing counts showed that no vehicles entered or exited through this driveway during the AM or PM peak periods.

All railroad crossings identified used consistent design elements, signage, and pavement markings except for the US 183 & Metro Dr. The only variation in crossing components was the use of unique signage: “STOP LOOK FOR TRAINS” rather than the standard Texas Manual on Uniform Traffic Control Devices (TMUTCD) R8-8 “DO NOT STOP ON TRACKS” sign. All at-grade crossings were found to have sufficient design components including consistent active devices, mast flashers, illuminated gates, stop bars where applicable, and associated signal phasing for railroad adjacent signals. To improve pedestrian safety, although not required by TMUTCD, pedestrian gates should be installed at all railroad crossings along the corridor to prevent pedestrians from being able to cross the tracks while trains are actively moving through the intersection.

Existing Stormwater and Drainage Infrastructure

The assessment of stormwater and drainage infrastructure within the study area is limited to the type of infrastructure and number of assets, which is detailed in **Appendix B: Needs Assessment Report**. Culvert condition was limited to diameter size and main shape, as well as conclusions made in recent studies. It should be noted that culvert extensions were last completed in 1978, which is the best indicator for the age assessment of the culverts listed below.

There are 75 reinforced concrete culverts within the study area, 51 of which are circular and have a diameter ranging between 12’ to 54’, and the remaining 24 are rectangular and have a diameter ranging between 93’ to 199’. Several culverts that cross US 183 are not currently servicing the 25-year and 100-year ultimate flood hazard zone, as indicated in the K Friese and Associates Leander Flood Study 2022.

Due to the high-level conceptual nature of this corridor study, it can only be stated that **some of the stormwater and drainage infrastructure within the study area boundary may need to be relocated due to proposed improvements**. It is expected that much of the drainage infrastructure along the corridor will need to be replaced if a curb and gutter are installed along the corridor. Additionally, much of the drainage infrastructure along the corridor was installed decades ago and a more intensive hydrologic and hydraulic analysis will be required to evaluate if the existing storm infrastructure is deficient, or if it needs expanding to meet current City of Leander and TxDOT Criteria. All storm criteria will be evaluated against the current Atlas-14 precipitation data as required by the City of Leader Drainage Criteria and TxDOT Hydraulic Design Manual.

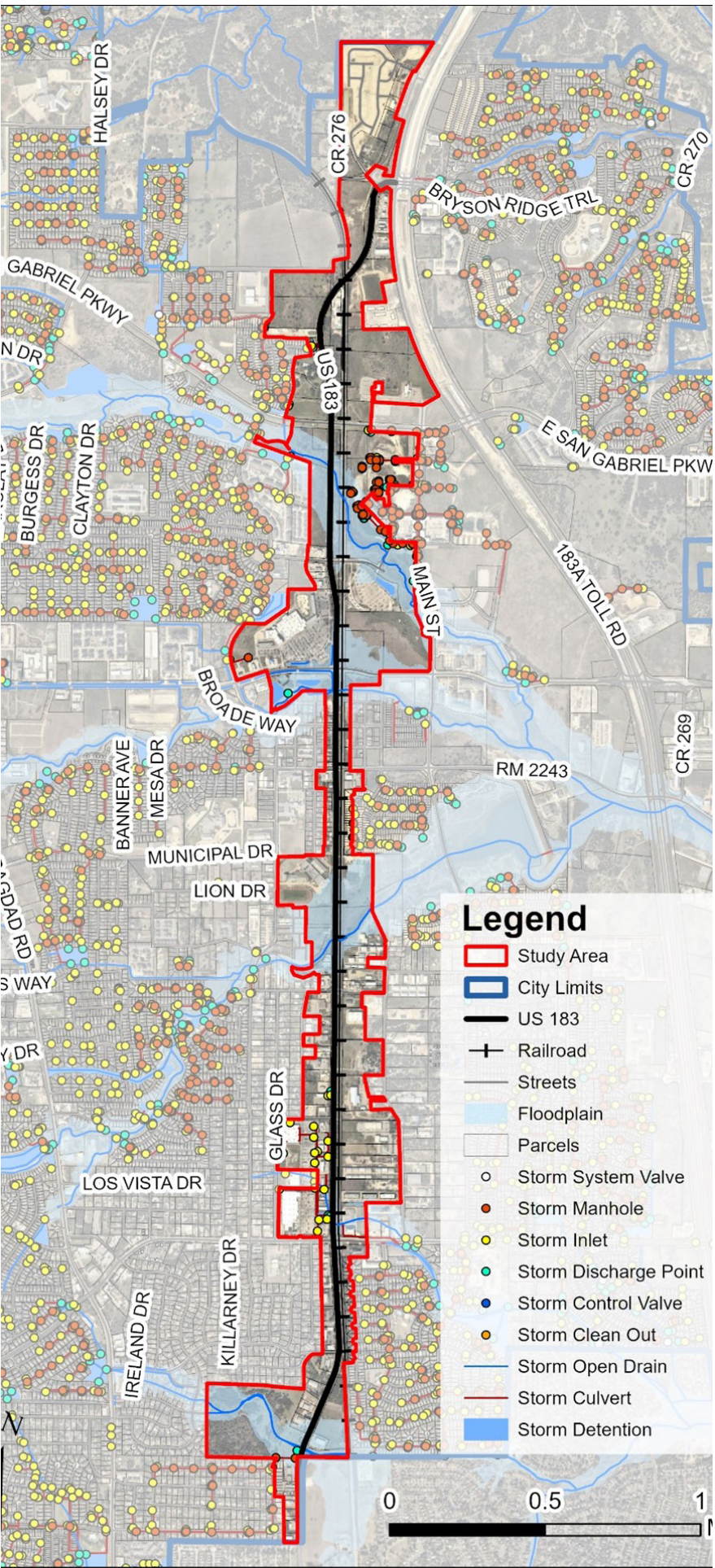
There are five instances where the corridor crosses flood hazard areas within the study area. These flood hazard areas have an annual risk of 0.2- 1%, which means that there is a relatively low to moderate probability of experiencing a flood event in any given year. This level of risk suggests that the area is not highly prone to flooding, but there is still a potential for flooding to occur. These flood hazard areas overlap roughly 15% of the study area.

Consistent flooding and stormwater policies, either specific to non-vehicular

road users or for all uses including active transportation, are recommended considering the presence of floodplains along the corridor. This includes stormwater management plans, development regulations in floodplains, emergency management plans/ communication systems for road users, and public education and outreach regarding road user behavior during flood events. The design of the corridor should incorporate flood mitigation measures such as elevated walkways, flood walls, and stormwater management systems to protect pedestrians during flood events. Signage and wayfinding elements should be incorporated to guide pedestrians and provide information about flood evacuation routes. Regular maintenance and monitoring of flood mitigation measures should also be implemented to ensure their effectiveness and safety over time.

The US 183 corridor’s existing stormwater, wastewater, and water infrastructure are displayed in **Figure 18 - Figure 20**.

Figure 18: Study Area Stormwater Infrastructure



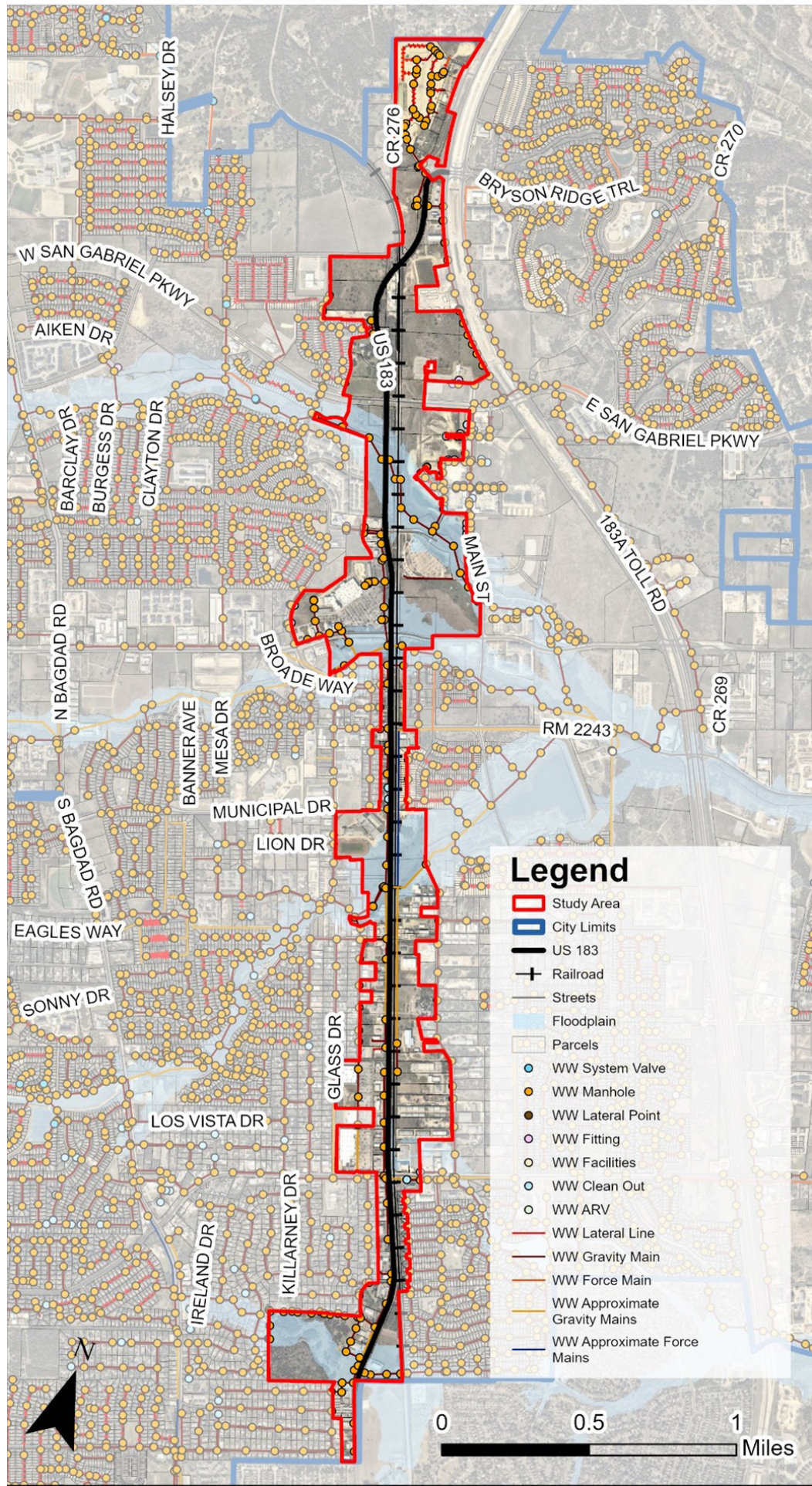


Figure 19:
Study Area
Wastewater
Infrastructure

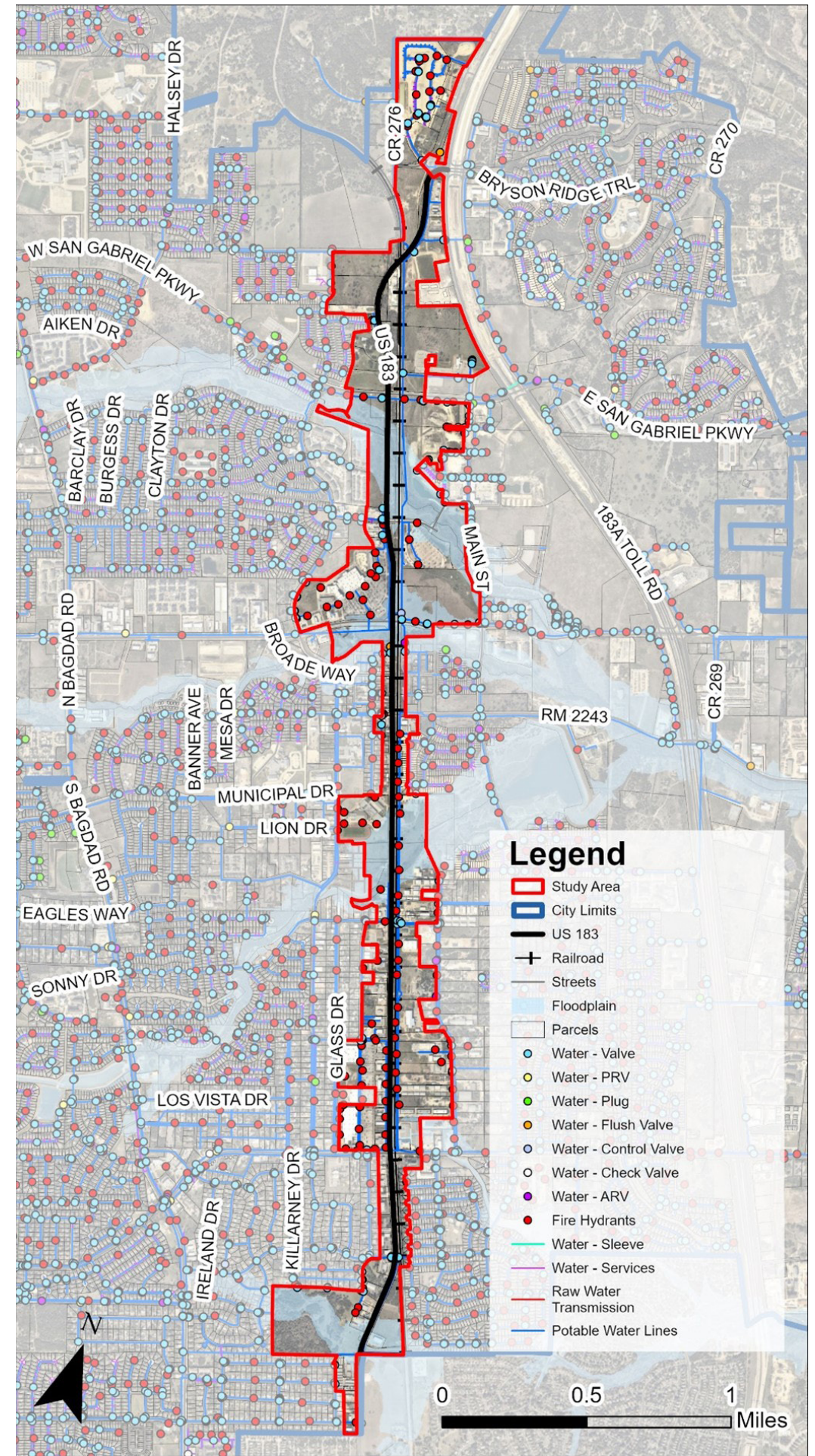


Figure 20: Study
Area Water
Infrastructure

Existing Operational Analysis and Summary

This section of the report examines the traffic operational analysis conducted to gain insights into the overall network capacity and congestion issues in the study area and its surroundings.

Existing Traffic Volumes

Traffic counts were collected on the US 183 corridor on Tuesday, November 28th, 2023. Traffic counts at nine signalized intersections along the corridor and six unsignalized intersections included several modes, including automobiles, heavy vehicles, bicycles, and pedestrians. A summary of existing traffic volumes by mode at intersections can be found in **Appendix B: Needs Assessment Report** of this technical memorandum. Intersection turning movement counts were collected at the following locations:

- 183A Toll Road NBFR & Bryson Ridge Trail
- 183A Toll Road SBFR & Bryson Ridge Trail
- US 183 & Heritage Grove Road (unsignalized)
- US 183 & Tulum Terrace (unsignalized)
- US 183 & San Gabriel Parkway
- US 183 & Metro Drive
- US 183 & Hero Way
- US 183 & Broade Street (unsignalized)
- US 183 & Willis Street (unsignalized)
- US 183 & South Street
- US 183 & Atkin Street (unsignalized)
- US 183 & Sonny Drive
- US 183 & Sheila Drive (unsignalized)
- US 183 & Crystal Falls Parkway
- US 183 & County Glen Street

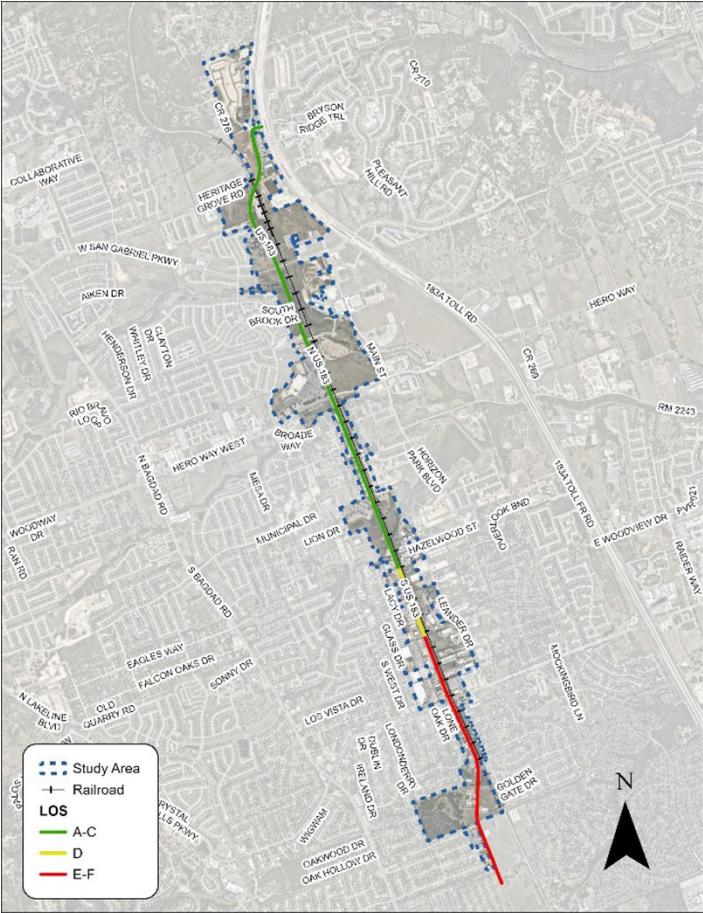


Figure 21: Existing Segment Level of Service

24-hour bi-directional counts were taken along US 183 near the intersections of US 183 & Hero Way and US 183 & Crystal Falls Parkway to approximate Average Daily Traffic (ADT) on the corridor. These counts were also collected on Tuesday, November 28th, 2023.

24-hour pedestrian and bike crossing counts were taken on Tuesday, November 28th, 2023, at the intersections of US 183 & San Gabriel Parkway and US 183 & South Street.

The ADT on the corridor varies between 24,000 to 30,000, which is generally consistent with the capacity of a four-lane arterial road. **Figure 21** shows the variation in daily traffic along the corridor in terms of Level of Service (LOS) A-C for acceptable, LOS D for near the acceptable threshold, and LOS E-F for unacceptable for AM, Midday, and PM peak periods based on the capacity of a 4-lane divided roadway being 33,600 per the TMP. The daily level of service is roughly at capacity for the corridor, likely constrained by signalized intersection throughput.

Table 4 and **Figure 22** break down the intersection Level of Service along the corridor based on Synchro modeling analyses. This intersection LOS differs from the segment LOS because it is based on the volume-to-capacity intersection to clear the intersection, regardless of the upstream and downstream segment capacities. Please see **Appendix C: Traffic Operations Memorandum** for detailed capacity analysis reports.

Intersection	Control	AM LOS	PM LOS
183A Toll Road NBFR & Bryson Ridge Trail		E (67.7)	E (64.2)
183A Toll Road SBFR & Bryson Ridge Trail		D (41.7)	C (34.4)
US 183 & Heritage Grove Road*	Side Street	F (423.7)	F
US 183 & Tulum Terrace*	Side Street	C (21.3)	C
US 183 & San Gabriel Parkway		D (48.6)	D (49.6)
US 183 & Metro Drive		B (14.3)	C (20.4)
US 183 & Hero Way		D (45.3)	E (58.8)
US 183 & Broade Street*	Side Street	D (27.6)	C
US 183 & Willis Street*	Side Street	B (13.9)	C
US 183 & South Street		D (37.3)	D (36.2)
US 183 & Atkin Street*	Side Street	C (16.6)	B
US 183 & Sonny Drive		C (29.1)	C (31.4)
US 183 & Sheila Drive*	Side Street	C (20.7)	D
US 183 & Crystal Falls Parkway		E (56.6)	F (80.5)
US 183 & County Glen Street		A (5.8)	A (6.9)

* This is a side-street stop-controlled intersection. The approach with the highest delay is reported.

Table 4: Existing Intersection Level of Service

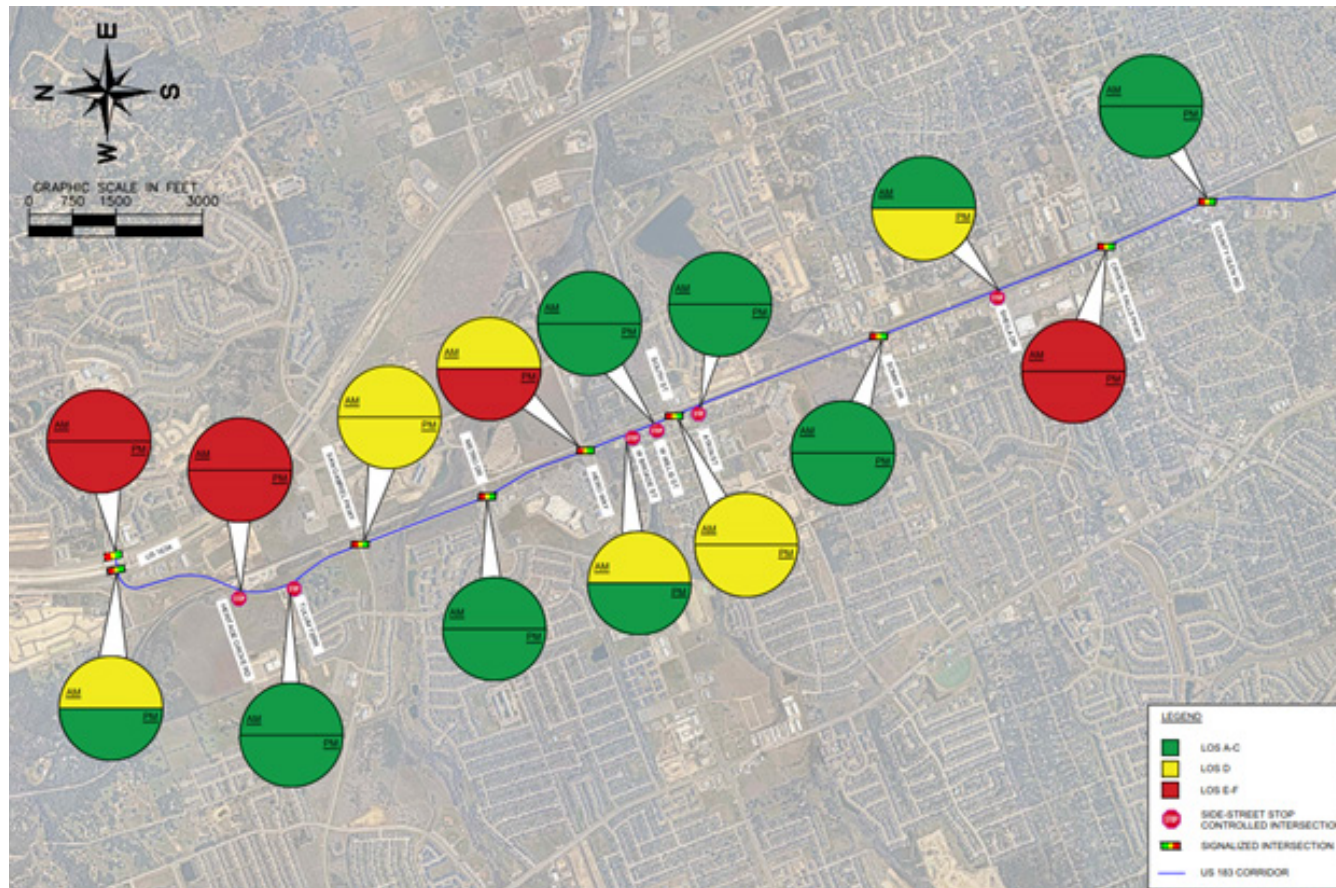


Figure 22: Existing Intersection Level of Service

As can be seen, when comparing **Figure 21** with **Table 4** and **Figure 22**, segment LOS is worst in the south, while intersection LOS is worst in the north. However, these results are not in conflict with each other. Segment LOS is logically worse toward the south since many commuters leave Leander each day for southern job centers like Cedar Park and Austin, so more vehicles are on the corridor toward the south. Intersection LOS depends equally on east-west and north-south movements, with the lowest LOS often found at busy east-west side streets.

Intersection LOS is generally a better indicator of corridor performance than segment LOS. While segment LOS helps identify high-level capacity deficiencies for thru-traffic, intersection LOS identifies bottleneck points along the corridor that tend to be more impactful to total travel time. The needs of this corridor are greater for relieving intersection LOS issues than for relieving segment LOS issues.

Crash Analysis

From 2020 to 2022, there were a total of 349 crashes along US 183 within the study area reported to the TxDOT Crash Records Information System (CRIS). The majority of these crashes were intersection-related (54%) with the remaining crashes split between non-intersection (24%) and driveway access (22%) crashes. The majority of intersection-related crashes occurred at the following high-volume intersections:

22.5%	21.4%	13.9%	9.1%	9.1%	9.1%
South Street/ RM 2243	Crystal Falls Parkway	San Gabriel Parkway	Sonny Drive	Sheila Drive	Hero Way

Serious injury crashes (fatalities or suspected serious injuries as defined by CRIS) occurred at the following intersections:

- Heritage Grove Road (2 serious injury crashes)
- Crystal Falls Parkway (1 serious injury crash)
- *An additional serious injury crash has occurred after the analysis period at Sheila Drive.*

The majority of driveway access-related crashes took place along the following three segments:

- US 183 from Bates Drive to Sheila Drive
- US 183 from 450' south of Sonny Drive to 1000' north of Sonny Drive
- US 183 from South Street to Metro Drive

The top three contributing factors included Failing to Control Speed, Failing to Yield Right of Way – Private Drive, and Failing to Yield Right of Way – Turning Left. Out of all the crashes, seven resulted in suspected serious injuries and one resulted in a fatality (just north of San Gabriel Parkway, due to unsafe speed), see **Figure 23**. Out of all crashes, three involved a pedestrian, one of which resulted in a suspected serious injury. No crashes involving cyclists were reported during this period.

While crash data for 2023 was not finalized prior to this study's Needs Assessment, it is worth noting that the Leander Police Department reported a train-pedestrian collision at the railroad crossing at Sonny Drive that resulted in a fatality in November of 2023.

Reduced speed limits along the corridor and traffic calming measures at locations with a high number of speeding-related crashes are encouraged. These intersections include Heritage Grove Road, San Gabriel Parkway, Hero Way, South Street/RM 2243, Sonny Drive, and Crystal Falls Parkway.

Improved access control, median installment where two-way-left-turn lanes are present, traffic calming, and improved signage are recommended for private drives with high numbers of left-turn collisions. These locations include the QuikTrip/GO Car Wash north 183 driveway, HEB Plus! driveways, 7-Eleven and Shell drive north of Sonny Drive, United States Postal Service at Sonny Drive - 183 driveway, and Gateway at Leander north and south bidirectional driveways. Signalization (at currently unsignalized intersections), timing adjustments, lane assignment

adjustments, and intersection geometry improvements are recommended for intersections with high numbers of left-turn crashes. These intersections include Heritage Grove Road, San Gabriel Parkway, West Broade Street, Sonny Drive, Sheila Drive, and Crystal Falls Parkway.

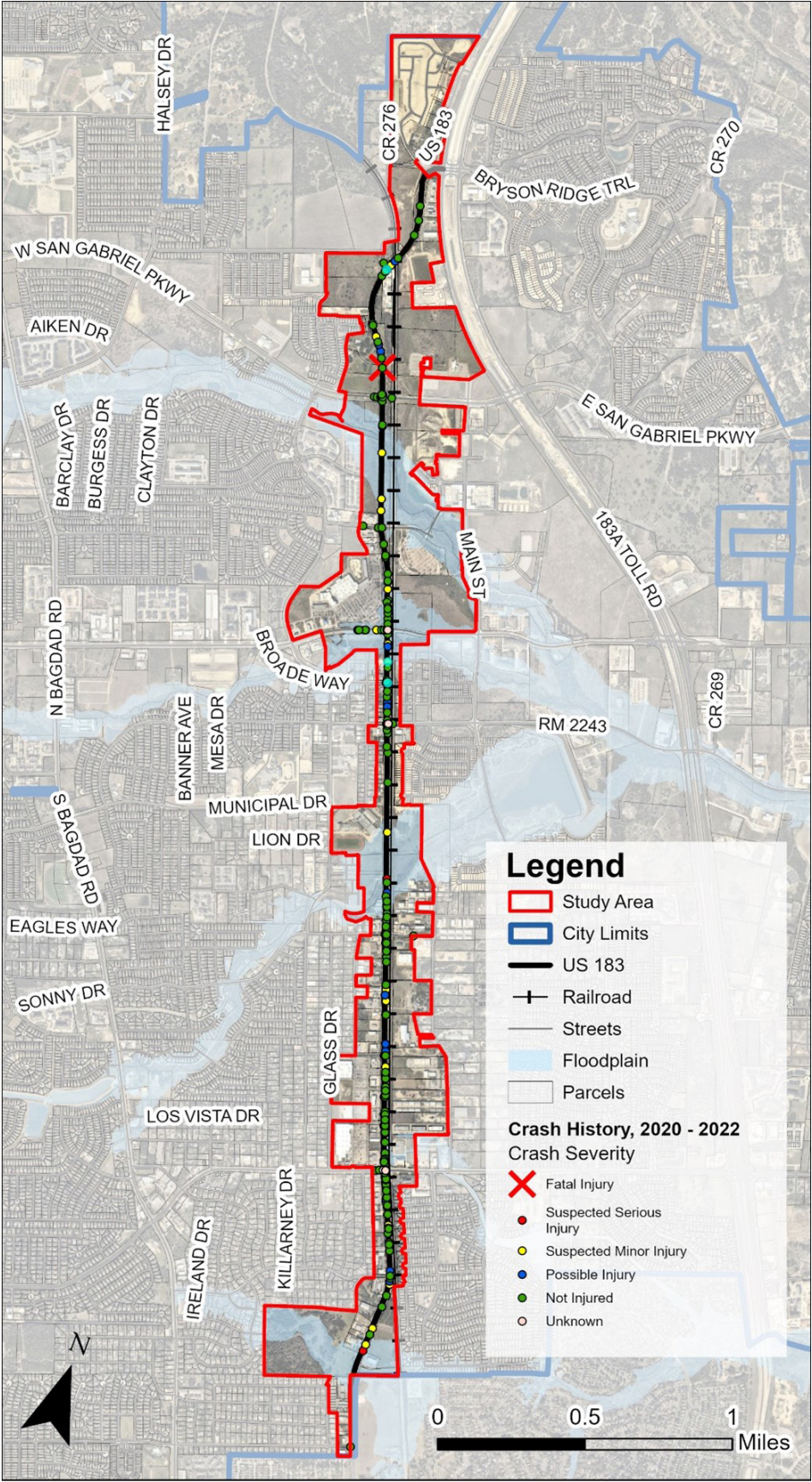


Figure 23: Study Area Crash History, 2020 to 2022

CHAPTER 4:
FUTURE CORRIDOR
CHARACTERISTICS

04



CHAPTER 4: FUTURE CORRIDOR CHARACTERISTICS

This chapter summarizes the contents and recommendations of the City of Leander policies and plans and other relevant transportation plans and incorporates them in the development and analysis of the corridor’s future travel demand. This provides a baseline future scenario (“2060 No-Build” scenario) of US 183 for comparison with the Future (2060) Build conditions to determine the mobility, connectivity, and safety impacts of the improvements recommended in **Chapter 5: Preferred Scenario and Recommendations**.

CITY OF LEANDER PLANS AND POLICIES

Land use and transportation studies were reviewed and summarized to inform the US 183 Corridor Study. This process was essential to build upon existing initiatives and policies, creating a cohesive and sustainable plan for the US 183 corridor. A list of past plans and studies is below. For a full review of these documents, please see **Appendix B: Needs Assessment Report**.

- Parks, Public Spaces and Recreation Comprehensive Plan, 2019**
The City of Leander’s Parks, Public Spaces, and Recreation Comprehensive Plan was adopted in 2004 and updated in 2011 and 2019. Proposed trails as a result of this plan have been integrated into the thoroughfare plan map. This plan improves public spaces and trails, ensuring a high quality of life for residents.
- Leander Comprehensive Plan, 2020**
The Leander Comprehensive Plan aims to improve transportation, economic development, and livable neighborhoods. It focuses on enhancing the US 183 corridor, connecting Leander to Austin and other Central Texas communities. The plan prioritizes convenient transportation options like the CapMetro Metro Rail Red Line Leander Station and Metro Express bus route. Additionally, upcoming street projects are included in the plan.
- Transportation Master Plan, 2021**
The 2021 Transportation Master Plan (TMP) sought to improve traffic flow and the safety of Leander roadways. As a part of this plan, the City identified three corridors for further analysis: Bagdad Road, US 183 (leading to this corridor plan), and RM 2243. The TMP includes intersection improvements at various locations that include roundabout considerations, timing changes, and more.
- Roadway Impact Fee Study, 2022**
The Roadway Impact Fee Study was adopted in 2022 and was updated in 2023. The purpose of the Roadway Impact Fee Study was to determine the fees needed to fund infrastructure improvements for new development.

- Old Town Master Plan, 2023**
Overall, the Old Town Master Plan recognizes the impact of US 183 on the area and proposes strategies to overcome pedestrian barriers and improve connectivity. By enhancing pedestrian activity, creating a unique sense of place, and improving street design, Old Town can thrive as a vibrant and accessible community.

FUTURE TRAVEL DEMAND

Future traffic growth along the US 183 corridor was determined by comparing the 2020 base year and 2060 analysis year of the adapted 2045 CAMPO Regional Transportation Plan model. The 2060 Growth scenario includes future traffic growth and projects planned or currently under construction per the current TMP Thoroughfare Plan. Traffic operations analyses were performed with Synchro 9TM, a traffic analysis software, using methodologies defined in the Highway Capacity Manual (HCM). Additional details regarding existing intersection geometries and intersection improvements are located in **Appendix C: Traffic Operations Memorandum**.

Future Capacity Analysis

Assessing the future capacity of a roadway involves evaluating several factors to determine its ability to accommodate future traffic demands. This assessment typically considers current traffic volumes and conditions, population growth projections, and any planned development in the area to project future traffic conditions. Traffic studies, modeling, and analysis techniques can be utilized to estimate future traffic volumes and assess the roadway’s ability to handle increased demand. Factors such as lane configuration, intersection design, and signal timings are also considered to identify potential bottlenecks or areas of congestion.

To accurately assess future capacity needs, the Travel Demand Model from the recent Transportation Master Plan (TMP) was updated with demographic data based on recent proposed developments. Three different scenarios were reviewed:

- US 183 widened to six-lane major arterial (**Figure 24**) – as proposed in the TMP
- US 183 kept at a four-lane arterial with a two-way left turn lane (**Figure 25**) – no build scenario
- US 183 as a four-lane arterial with a raised median (**Figure 26**) – preferred scenario

Six-Lane Alternative

Figure 24 illustrates the projected (2060) segment Level of Service for US 183 as an undivided six-lane major arterial. This scenario yields a Level of Service D or worse for the entirety of the corridor excluding north of Metro Drive, which fell within A-C Level of Service.

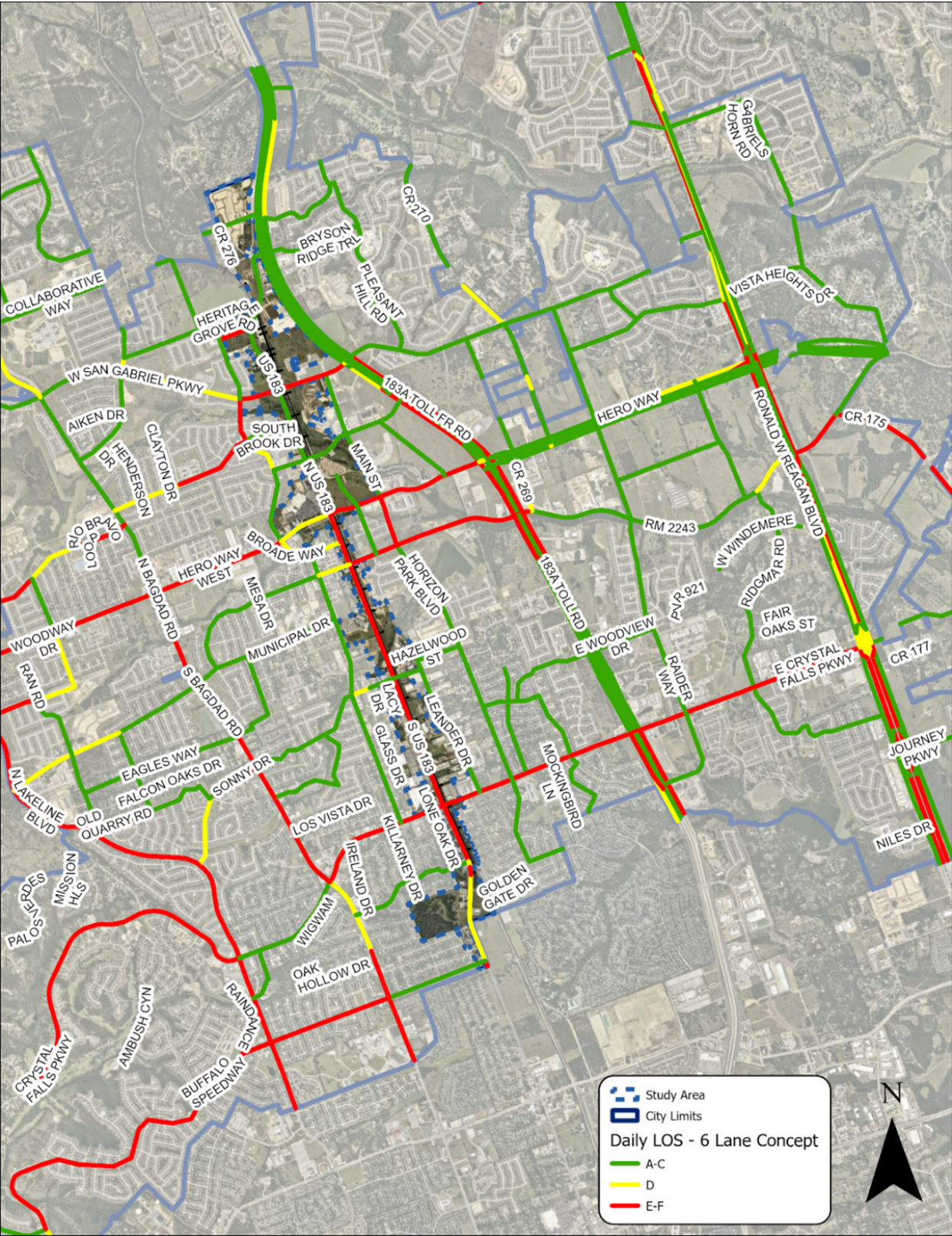


Figure 24: Projected (2060) Segment Level of Service, Six Lane Concept

Four-Lane No-Build Alternative

Figure 25 illustrates the projected (2060) segment Level of Service for US 183 as a four-lane arterial with a two-way left turn lane. This scenario yields a Level of Service D or worse for the entirety of the corridor.

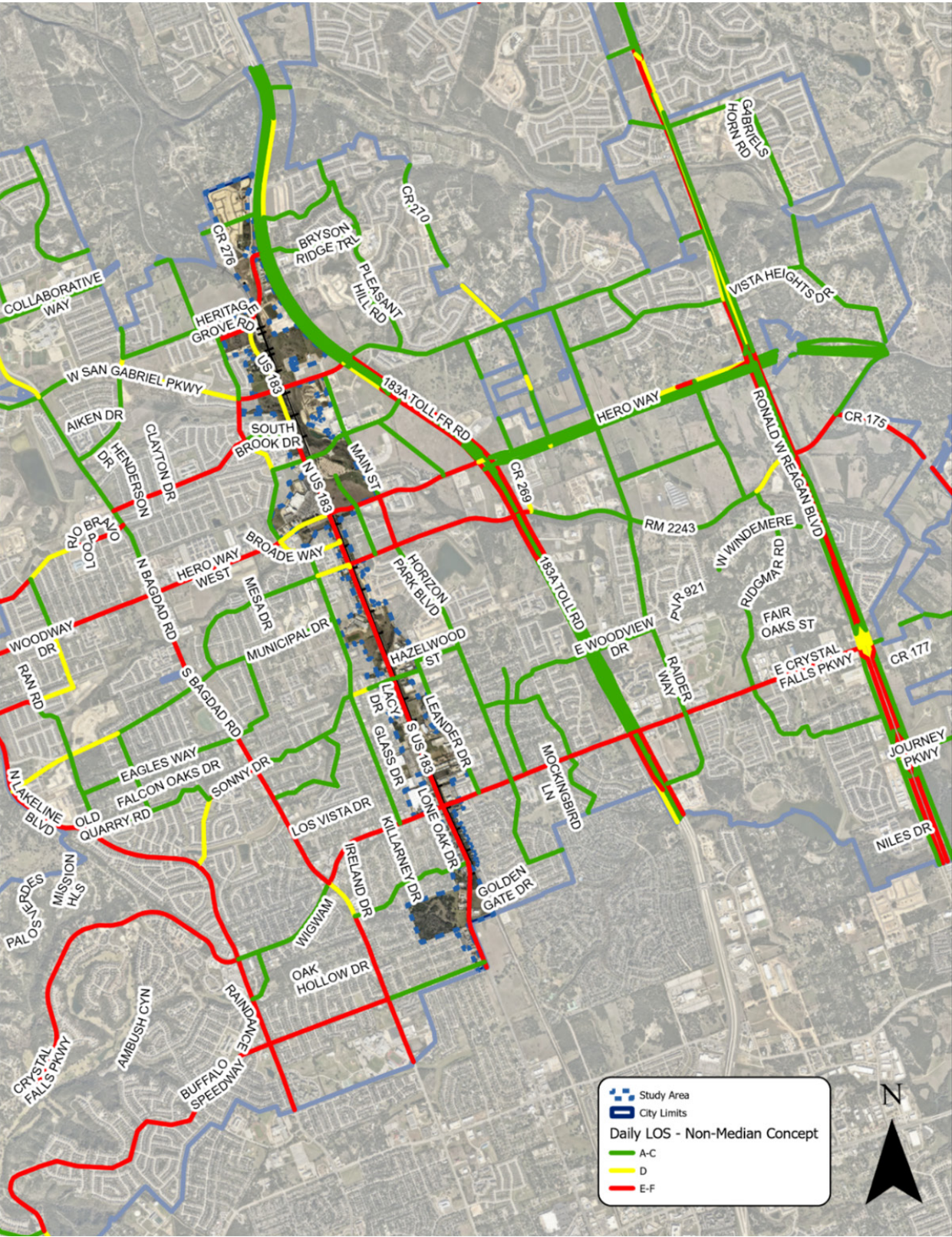


Figure 25: Projected (2060) Segment Level of Service, Non-Median Concept

Four-Lane Median Preferred Alternative

Figure 26 illustrates the projected (2060) segment Level of Service for US 183 as a 4-lane arterial with a raised median. This scenario yields a Level of Service D or worse south of Southbrook Drive and a Level of Service A-C north of Southbrook Drive. As can be seen when comparing the 4-lane with median scenario to the 6-lane scenario, there is minimal improvement to the segment Level of Service at the north end of the corridor, the remainder of the corridor yields the same results in both scenarios.

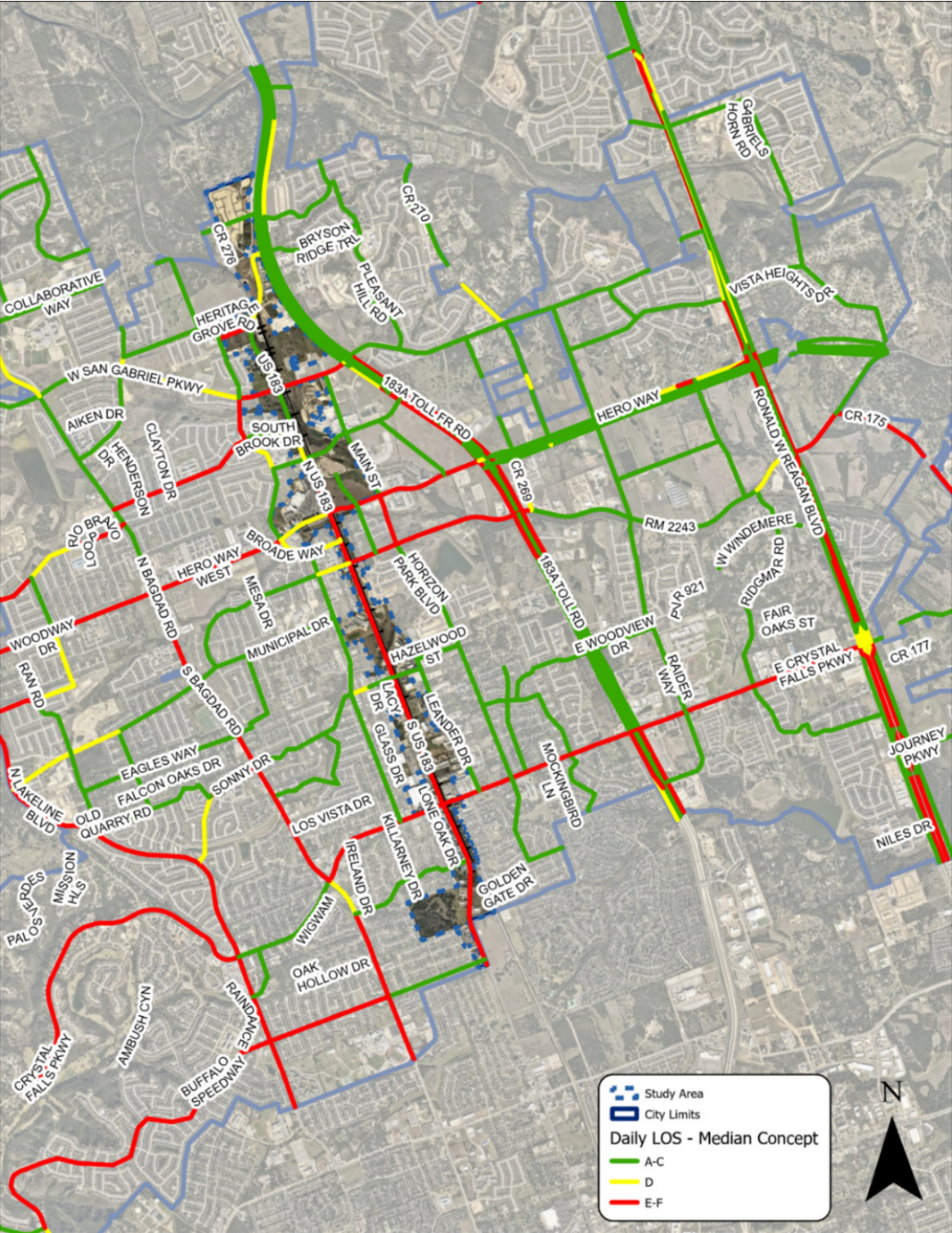


Figure 26: Projected (2060) Segment Level of Service, Raised Median Concept

When comparing the surrounding street network for Level of Service between the three scenarios, there is minimal change in Level of Service occurring to thoroughfares surrounding US 183, such as Bagdad Road, 183A Toll Road, Hero Way, Crystal Fall Parkway, and others.

As previously stated in the existing conditions section, it is important to understand how segment LOS and intersection relate to each other. Segment LOS declines toward the south as many commuters travel daily from Leander to employment hubs such as Cedar Park and Austin, leading to increased vehicle traffic in the southern direction. Intersection LOS relies equally on east-west and north-south movements, with the lowest LOS often found at high-volume east-west side streets.

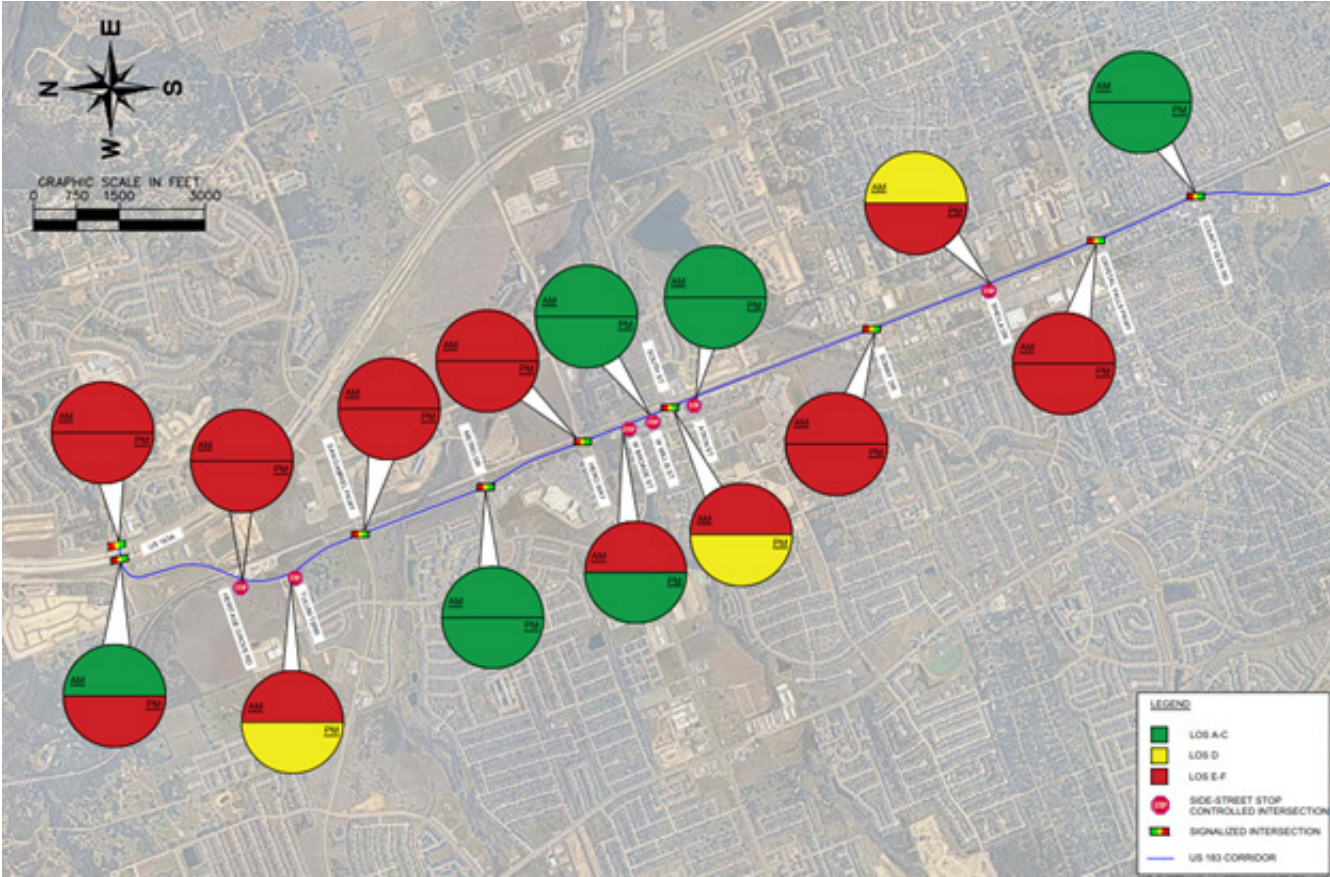


Figure 27: Projected No-Build Intersection Level of Service

As can be seen in **Figure 27**, many of the signalized intersections begin to fail with the increased amount of traffic volume being added to the network. With the construction of the 183A Toll Road expected to be complete by 2030, the volumes expected to be at the diamond intersection decrease in both AM and PM scenarios as traffic is expected to pass through this intersection by using the toll road instead.

Recommended Intersection Improvements

Since intersection bottlenecks are the critical factor impacting congestion and delay along the corridor, this project studied the projected 2030 future travel demand and proposed intersection improvements that could improve delay. These consisted of adding numerous turn lanes and expanding turn lanes along crossing streets to remove split-phase operations that can significantly increase delay at signalized intersections along the corridor currently.

Table 5 shows the findings of the delay comparing Existing 2024 conditions to Build-Out 2030 and Improved 2030 scenario with traffic mitigations.

Intersection	Existing 2024 Volumes				Build Out 2030 Model Volumes				Mitigation 2030 Model Volumes			
	AM		PM		AM		PM		AM		PM	
	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS	Delay	LOS
US 183 & 183A Toll Road NBFR/Bryson Trail	67.7	E	64.2	E	110.9	F	245.1	F	44.8	D	200.1	F
US 183 & 183A Toll Road SBFR	41.7	D	34.4	C	31	C	61.7	E	35.5	D	36.4	D
US 183 & San Gabriel Pkwy	48.6	D	49.6	D	138.7	F	79	E	114.6	F	62.5	E
US 183 & Metro Drive	17.7	B	20.4	C	24	C	19.8	B	26.7	C	17.6	B
US 183 & Hero Way	45.2	D	57.9	E	60.8	E	103.5	F	35.1	D	49.5	D
US 183 & South St/Ranch Road	36.8	D	35	D	70	E	49.3	D	31.7	C	35.6	D
US 183 & Sonny Drive	29.8	C	27.8	C	549.4	F	498.9	F	58	E	60.9	E
US 183 & Crystal Falls Pkwy	54.8	D	75.6	E	163.1	F	205.2	F	69.8	E	90.3	F
US 183 & County Glen	10*	B	8.8*	A	11.8*	B	10*	B	10.5*	B	8.1*	A

Table 5: Comparison of Intersection Delay for Existing and Projected Conditions

The proposed improvements for each intersection considered in the Appendix C: Traffic Operations Memorandum are outlined below in Table 6.

Intersection	Recommendation
US 183 & 183A Toll Road NBFR/Bryson Trail	Update traffic signal timing after the 183A Toll Road overpass is open
US 183 & Heritage Grove Road	Potential signalization upon completion of separate realignment project
US 183 & Tulum Terrace	Add eastbound left turn lane
US 183 & San Gabriel Parkway	Add eastbound through lane, increase storage length of eastbound left turn lane, update signal timing
US 183 & Metro Drive	No recommendations
US 183 & Hero Way	Add turn lanes, remove split phasing
US 183 & Broade Street	Convert to “hooded” left turn
US 183 & Willis Street	No recommendations
US 183 & South Street	Add dedicated turning lanes, remove split phasing
US 183 & Atkin Street	Add eastbound left turn lane
US 183 & Sonny Drive	Add eastbound double left turn lane, eastbound right turn lane, convert westbound through-left lane to dedicated left turn lane, remove split phasing
US 183 & Sheila Drive	Signalize intersection once warranted by traffic volumes or safety study
US 183 & Crystal Falls Parkway	Add northbound, southbound, and westbound dual left turn lanes, remove split phasing
US 183 & County Glen Drive	Provide eastbound right turn lane

Table 6: Proposed Intersection Improvements

**CHAPTER 5:
PREFERRED
SCENARIO AND
RECOMMENDATIONS**

05

CHAPTER 5: PREFERRED SCENARIO AND RECOMMENDATIONS

Various factors guided the improvement phases, allowing the project team to evaluate and refine the recommendations outlined in this chapter thoroughly. These considerations ensured that each proposed enhancement was carefully measured for its impact, feasibility, and alignment with the overall goals of the corridor study. The following recommendations reflect a strategic approach to addressing immediate and long-term needs, offering solutions that will benefit the community and the corridor's functionality.

STUDY AREA ISSUES AND OPPORTUNITIES

This section highlights the critical issues and opportunities along the corridor, focusing on pedestrian safety and traffic congestion. Issues were brought up with analysis and public engagement. It identifies critical areas where improvements can enhance safety and reduce congestion, providing a basis for targeted projects.

Transportation Demand Management (TDM) Strategies

In addition to access management and intersection improvements, there are several transportation demand management (TDM) strategies that can be implemented alongside the above recommendations to reduce traffic congestion on US 183 and increase safety. These strategies aim to encourage alternative modes of transportation and reduce the number of single-occupancy vehicles on the road.

Public Transportation

One effective TDM strategy is to promote and improve public transportation options. This can be done by increasing the frequency and coverage of bus routes along US 183. By providing convenient and reliable public transit options, commuters may choose to leave their cars at home, reducing the number of vehicles on the road and alleviating congestion. Additionally, improving the accessibility and safety of bus stops and stations can encourage more people to use public transit, further reducing traffic congestion.

Carpool and Rideshare Programs

Another TDM strategy is to encourage carpooling and partnering with CapMetro to encourage the use of the Park & Ride lot at the Leander Station. By incentivizing carpooling and Park & Ride, the number of vehicles on the road can be significantly reduced. This not only decreases congestion but also reduces the environmental impact of transportation by promoting resource sharing.

Mobility Hubs

To bring these concepts together, it may be beneficial to designate Leander Station as a mobility hub. Mobility hubs can serve as centralized locations where multiple transportation options converge, including public transit, bike-sharing, car-sharing, and electric vehicle charging stations. By creating easily accessible and well-connected mobility hubs, users have the flexibility to choose the most appropriate mode of transportation for their journey, reducing the need for private vehicle usage and alleviating congestion on the roadways.

Active Transportation

Furthermore, promoting and improving active transportation options, such as walking and biking, can greatly enhance pedestrian safety and reduce traffic congestion. Creating and improving pedestrian and bicycle infrastructure, including sidewalks, crosswalks, and shared-use paths, can encourage more people to choose these modes of transportation. This not only reduces the number of vehicles on the road but also creates a safer and more accessible environment for pedestrians and cyclists.

Zoning

To support a multi-modal environment, the uses permitted under each zoning district along the corridor should include a wide variety of commercial uses such as retail, entertainment, institutional, and base employment-generating uses that maintain their characteristic hours of operation and complement one another. To increase the likelihood of the development of a multi-modal corridor, additional opportunities must be made available along the corridor through both vertical and horizontal development consisting of a variety of land uses both within a single site and at multiple sites. Increasing the opportunities for housing along the corridor will incentivize commercial growth while reducing vehicle miles traveled. **The next iteration of Leander's Comprehensive Plan will need to specify land uses and standards that support the mobility improvements being recommended along the corridor.**



Development with a variety of uses



*Pedestrian-Oriented /
Destination Driven Development*

Speed Reduction

Speed reduction would enhance safety for pedestrians and drivers while fostering a more walkable, pedestrian-friendly environment. Additionally, lower speeds help reduce noise pollution, making the corridor more appealing for future development. With speed contributing to 25% of crashes in the area, addressing this issue is critical for improving overall safety. Implementing speed reduction measures also supports other transportation upgrades and is essential for transitioning the corridor from a highway to a boulevard. **Design of future roadway characteristics should align with a lower design speed for the roadway with elements like narrower lanes, raised medians, curb elements, and other design features to align the driver experience of the corridor to the design speed and speed limit.**

Railroad Crossing Enhancements

Railroad crossing enhancements can significantly improve pedestrian safety along the US 183 Corridor. Designated and well-marked crossings should be established to provide safer, more accessible pedestrian pathways, promoting walkability throughout the corridor. Currently, only one pedestrian crossing has a gate, underscoring the need for additional protective measures at all crossings. These enhancements will also support the proposed sidewalks that intersect the railroad, ensuring safe pedestrian access. Given the history of a pedestrian fatality at one of the crossings, these improvements are critical for preventing future incidents and enhancing pedestrian safety.

At-grade railroad crossings present mobility challenges and safety challenges as well. **Grade separations at some of the major crossing streets should be considered to improve congestion and safety by removing railroad interactions with crossing streets.** The railroad has been noted as a significant barrier discouraging

development on the east side of the corridor. This issue creates an opportunity to mimic the design improvements made along the railroad in the City of Cedar Park. These improvements include pedestrian improvements, gateway improvements, railroad noise barriers, signage and wayfinding, improved lighting, enhanced landscaping, and art installations.



Sidewalk & Crosswalk Connectivity

Sidewalk and crosswalk improvements are critical for enhancing pedestrian safety and accessibility in the study area. These infrastructure upgrades provide clearly defined pathways and crossings, reducing the risk of accidents and improving connectivity across the corridor. In addition to promoting pedestrian movement, these improvements support future residential and retail growth by creating a more walkable environment. Community engagement has identified a significant need for better sidewalk and crosswalk infrastructure, particularly in areas where pedestrian crashes have occurred due to the absence of safe crossings. Addressing these deficiencies is essential to ensure immediate safety and long-term development.

Parks, Placemaking, and Wayfinding

Placemaking is the process of transforming public spaces into vibrant and inviting places that enhance the quality of life for individuals and communities. One key aspect of placemaking is the creation of parks, which provide valuable green spaces for people to relax, exercise, and connect with nature. Parks offer a wide range of benefits, whether they be linear, pocket, or larger parks, including improved physical and mental health, increased social interaction, and enhanced community identity. Additionally, placemaking involves the implementation of effective wayfinding systems, which help people navigate and explore their surroundings with ease. Wayfinding signage and design elements guide individuals to their desired destinations, reducing confusion and promoting a sense of safety and belonging. Gateways play a crucial role in establishing a sense of place as they act as the first impression and welcoming point for residents and visitors alike. These gateways, whether through architectural landmarks or artistic installations, provide a distinctive identity to the city and create a sense of arrival and connectivity for people entering and exiting the urban spaces. **Several different placemaking opportunities were identified in the Old Town Master Plan and have been built upon in the recommendations of this corridor study.**



Pedestrian Bridges

Pedestrian bridges offer several benefits that positively impact communities. They significantly improve pedestrian safety by providing a separation between pedestrians and vehicular traffic. This helps reduce the risk of accidents and injuries, making it a safer option for pedestrians to cross roads or railway tracks. Additionally, pedestrian bridges contribute to improved aesthetics, enhancing the overall visual appeal of the area. The need for a pedestrian bridge has been identified through community engagement, not only as part of this study but as part of the TMP and the Old Town Master Plan.

As development continues to fill in, the right-of-way (ROW) and rail interactions become more prevalent, and thus the need for pedestrian bridges increases. Although the cost of constructing these bridges can vary, the benefits they provide in terms of safety and aesthetics outweigh the financial investment. Two potential locations for pedestrian bridges include the Metro Drive - Leander Station and Old Town - Broad Street, where the separation of pedestrians from traffic is essential. However, feasibility concerns need to be addressed to ensure that the construction of these bridges is viable.



Additional Trails & Share Use Path

The addition of trails and shared-use paths offers significant benefits. These facilities promote active transportation by providing safe and convenient options for walking and cycling, improving overall accessibility and connectivity. Reducing reliance on motorized vehicles can lower traffic congestion and help decrease environmental impacts. Additionally, these paths can potentially boost the local economy by attracting tourism and recreational visitors. Community engagement supports increasing connections to transit to the Red Line and investing in bike and pedestrian infrastructure.



Intersection Capacity

Enhancing intersection capacity provides significant operational and safety benefits. Separating turning movements from traffic optimizes traffic flow and reduces congestion at critical intersections. This separation also minimizes conflict points, lowering the risk of crashes related to turning movements. Improved intersection capacity allows multiple vehicles to execute turns simultaneously, increasing throughput and reducing delays. Enhanced visibility for both drivers and pedestrians further supports safer operations.

The need for traffic improvements is evident, with a high incidence of left-turn and intersection-related crashes and congestion analysis identifying intersections as key bottlenecks. Additionally, the community consistently highlighted intersection capacity as a primary concern during the engagement process.

*It should be noted, that some intersection improvements may need to be re-evaluated if grade separations are construction prior at the same intersection.

Grade Separations

As mentioned in **Chapter 4: Future Corridor Characteristics**, the main mobility constraints along the corridor are at intersection bottlenecks and railroad crossings. Separating the crossing roadway from the at-grade crossing so that the crossing roadways do not conflict with the railroad or US 183 travel lanes, commonly known as a grade separation, would both improve mobility and safety at these critical junctures. **This study proposes three potential grade separations along the corridor at the intersections of San Gabriel Pkwy, Hero Way, and Crystal Falls Pkwy.**



Example grade separation near a railroad

Grade separation projects provide immense safety and mobility benefits but can be costly and difficult to implement due to right-of-way constraints and railroad coordination. San Gabriel Pkwy is the most feasible of the three to implement due to having the least impact on adjacent developed properties, but it is currently the least congested of the three and has lower needs comparatively. Conversely, Crystal Falls Pkwy has the greatest mobility need for grade separation but would be the most challenging to implement due to limited space and right-of-way constraints.

Access Management

Access Management strategies should be implemented along US 183 to enhance traffic flow and improve safety. Reducing the likelihood of accidents and increasing safety for both vehicles and pedestrians. Key elements of access management include improving spacing between traffic signals and driveways, incorporating dedicated turn lanes (including indirect left turns and U-turns), and installing raised medians. These measures improve overall traffic efficiency and support long-term safety benefits despite potential initial concerns from businesses.

Specifically, this recommendation proposes reducing the number of driveways in the following segments of US 183:

- From Broade St to Leander Middle School.
- From just north of Sonny Dr to Sheila Dr.
- From Crystal Falls Pkwy to County Glen.
- From Sioux Trail to Osage Dr.

Implementing these access management strategies will improve traffic operations and safety along the corridor, supporting the project’s overall goals.



Example of similar roadway with access management elements

RECOMMENDED PROJECTS

Over sixty specific improvements were developed during the US 183 Corridor Study. The identified projects were assessed against four primary areas of need: safety, efficiency, social risk, and access. More details about this assessment and the metrics used as part of the assessment can be found in **Appendix D: US 183 Project Purpose and Need Development**.

However, many of the identified projects are small in scope and nature and, as a result, would likely not be competitive for discretionary funding opportunities. Therefore, **individual projects were combined into logical termini and/or functions in order to present larger, more competitive projects**. The finalized list includes nine consolidated projects:

- **Project 1**
Roadway and Pedestrian Improvements from the 183A Toll Road to Hero Way (Segment 1)
- **Project 2**
Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway (Segment 2)
- **Project 3**
Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Drive (Segment 3)
- **Project 4**
Drainage Improvements
- **Project 5**
Enhanced Railroad Crossings
- **Project 6**
Shared Use Path
- **Project 7**
New Parks
- **Project 8**
Placemaking Efforts
- **Project 9**
Corridor Reconstruction¹

These projects have different phases that are near- and long-term improvements to ensure effective implementation over time and are described in the following pages.

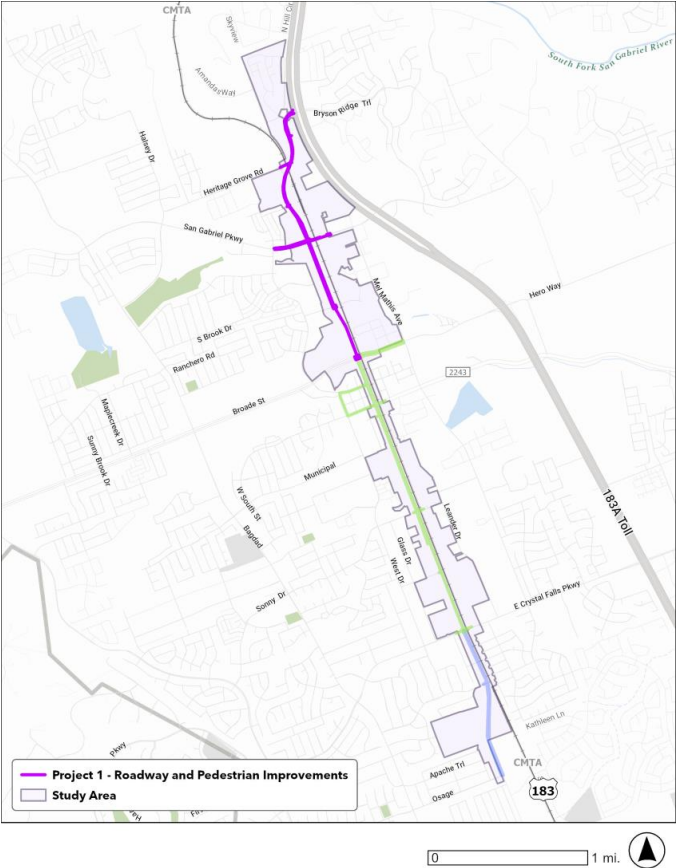
¹ Project 9 encompasses a full reconstruction of the entire corridor, incorporating all proposed enhancements

Project 1 - Roadway & Pedestrian Improvements from 183A Toll Road to Hero Way (Segment 1) – Estimated Cost: \$8,850,000

- Project Purpose**
- Streamline traffic flow
 - Enhance pedestrian infrastructure
 - Ensure safer, more efficient travel

- Project Need**
- Two fatalities and five serious crashes
 - Significant future intersection delays
 - Discontinuous sidewalks to numerous activity centers

- Proposed Improvements**
- Intersection improvements
 - Heritage Grove realignment intersection control
 - San Gabriel Parkway turn lane extension and addition of eastbound through lane
 - Enhanced sidewalks
 - Pedestrian hybrid beacon near northern development
 - Pedestrian bridge near the transit station and Metro Pkwy
 - Raised medians
 - Curb & Gutters



Project Purpose

The purpose of this project is to streamline traffic flow, enhance pedestrian infrastructure, and ensure safer, more efficient travel for both vehicles and pedestrians from the 183A Toll Road to Hero Way.

Project I consists of combined roadway and pedestrian improvements for the northern segment of US 183 from the 183A Toll Road to Hero Way. This includes adding raised medians, curb and gutter, sidewalks, and some intersection improvements. These improvements include a proposed intersection control improvement at Heritage Grove after a proposed realignment of Heritage Grove in a separate project, a potential pedestrian hybrid beacon (PHB) near future redevelopment at the northern end of the corridor, and a proposed pedestrian bridge crossing US 183 near Leander Station.

Project Justification

The purpose of this project is to streamline traffic flow, enhance pedestrian infrastructure, and ensure safer, more efficient travel for both vehicles and pedestrians from 183A Toll Road to Hero Way.

This segment of US 183 needs improved safety measures to reduce serious crashes, efficiency enhancements to improve mobility and reduce congestion, and measures to mitigate the environmental vulnerabilities the community faces.

Safety

Over the last five years along the 1.67-mile stretch of US 183 between 183A Toll Road to Hero Way, there have been 182 crashes, with five crashes leading to serious injuries and two leading to fatalities. One serious crash involved a pedestrian being struck at the Heritage Grove / US 183 intersection, which lacks proper lighting and pedestrian infrastructure. Another crash occurred at a railroad crossing, where an automobile was struck by a train. The primary contributing factors to crashes along this corridor include failure to control speed, unsafe lane changes, and failure to yield right of way when turning left or at stop signs.

Efficiency

To assess travel efficiencies and future congestion along the corridor, traffic counts and intersection delays were modeled during the PM peak period at the intersection of US 183 and San Gabriel Parkway. Today, in the base year of 2024, combined delays for all vehicles during this period amount to nearly 60 hours. Without roadway efficiency improvements, projections for 2030 (horizon year) show that this intersection’s peak period total delay will increase by 18 hours, reaching a total of 78 hours. Improvements are needed to mitigate this increased delay, and through implementing the recommended intersection improvements, the delay in 2030 is projected to increase to 61.6 hours—essentially maintaining current levels.

PM peak period	Delay (in seconds per vehicle)	Total Vehicles (per intersection)	Total Hours of Delay
No-Build Scenario in Base Year	78.4	2,737	59.6
No-Build Scenario in Horizon Year	79	3,560	78.1
Build Scenario in Horizon Year	62.3	3,560	61.6

Table 7: US 183 / San Gabriel Parkway Intersection Traffic Data

Social Risk

This segment of the US 183 corridor ranks among the top 24% of Census Tracts nationwide for PM2.5 pollution levels, indicating significant concerns regarding air quality and its impact on public health. Areas along this segment are classified as being vulnerable to the urban heat island effect, causing pockets of extreme heat that restrict the appeal of active transportation.

Access

Currently, the infrastructure along the project area faces significant gaps, particularly with regard to pedestrian accessibility. Sidewalks are almost entirely missing on the western side of US 183, and less than half of the eastern side has accessible sidewalks. This lack of existing infrastructure poses challenges to

pedestrian mobility within the area. Additionally, many areas along this segment are classified as ‘park deserts’, where there is no park accessible within a ten-minute walk.

However, this segment is home to a high density of community points of interest. Within a one-mile buffer from the project limits, there are many restaurants, several spiritual centers, a park and playground, various sporting locations, an elementary school, an Austin Community College campus, and St. David’s Emergency Center. Additionally, the corridor includes key transit hubs such as the Leander Station and the Leander Park and Ride, enhancing its significance to the local community. Currently the transportation network limits any non-automotive access to these community institutions.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

CAMPO: Surface Transportation – Metropolitan Mobility (STP –MM)

- Project 1 aligns well with CAMPO – STP-MM’s focus on enhancing mobility and accessibility, making it a candidate for a competitive application. Major eligible components of this project include roadway improvements and congestion mitigation measures.

Project 2 - Roadway & Pedestrian Improvements from Hero Way to Crystal Falls Parkway (Segment 2) – Estimated Cost: \$12,390,000

Project Purpose

- Streamline traffic flow
- Enhance pedestrian infrastructure
- Reduce travel delay

Project Need

- Three Serious injuries and one fatal crash
- Significant future intersection delays
- Discontinuous sidewalks

Proposed Improvements

- Intersection improvements
- Continuous sidewalks
- Added left-turn lane
- Pedestrian bridge
- Raised medians



Project Purpose

Project 2 consists of combined roadway and pedestrian improvements for the central segment of US 183 from Hero Way to Crystal Falls Pkwy. This includes adding raised medians, curb and gutter, sidewalks, and some intersection improvements.

These improvements include a proposed intersection control improvement at Sheila Dr and a pedestrian bridge near Broade St aligning with recommendations from the Old Town Master Plan.

Project Justification

The project’s purpose is to address existing safety issues and to reduce delay along the corridor while improving access to community assets through the creation of a well-connected pedestrian network.

The need for this project is demonstrated through the high rate of crashes along this segment of US 183, which is exacerbated by high traffic volumes. The existing pedestrian network is fragmented, which restricts walkable access to the wide variety of community institutions within the area.

Safety

Over the last five years, this segment of US 183 has experienced three crashes resulting in serious injuries, and one crash causing a fatality. Additionally, there were 380 other crashes that did not result in serious injury. This contributes to the segment’s crash rate of 276 per 100 million vehicle miles traveled, which exceeds the Texas state average for State Highways, set at 230.49 crashes per 100 million vehicle miles.² Two crashes along the corridor involved collisions with pedestrians, and another crash involved a collision with a railroad train. The most common contributing factors to the recorded crashes include failure to control speed, failure to yield right of way on a private drive, and failure to yield right of way when turning left. This can be attributed to multiple intersections lacking signalization along the corridor, and the absence of a center median to help reduce speed.

Efficiency

In 2024, the total vehicle delay at the US 183 / Hero Way intersection during the PM peak period is 90.2 hours. By 2030, without any improvements, this delay is projected to rise significantly to 133 hours, representing a 47% increase in delay experienced at the intersection. However, with the proposed improvements, the delay experienced at this intersection in the year 2030 is expected to drop to 62.1 hours. Improvements are needed to mitigate anticipated future congestion.

PM peak period	Delay (in seconds per vehicle)	Total Vehicles (per intersection)	Total Hours of Delay
No-Build Scenario in Base Year	94.8	3,427	90.2
No-Build Scenario in Horizon Year	105.5	4,538	133.0
Build Scenario in Horizon Year	49.3	4,538	62.1

Table 8: US 183 / San Gabriel Parkway Intersection Traffic Data

² Texas Department of Transportation (2024). Statewide Traffic Crash Rates. Retrieved August 2024 from [Statewide Traffic Crash Rates \(txdot.gov\)](https://www.txdot.gov/statewide-traffic-crash-rates)

Social Risk

This portion of the US 183 corridor is ranked in the top 23% of Census Tracts nationwide for PM2.5 pollution. This segment demonstrates a high vulnerability to the urban heat island effect, showing pockets of extreme heat due to a lack of green spaces and heavy urbanization.

Access

Currently, the sidewalk network within the project area suffers from missing links and broken connections, creating barriers to safe and efficient pedestrian travel. However, within this stretch of US 183 there are several community destinations and points of interest. This includes a plethora of restaurants (including many fast-food restaurants directly off US 183), entertainment venues, numerous spiritual centers, and multiple parks, inclusive of playgrounds. Many of the residential areas along this corridor are classified as park deserts, meaning they have no park located within a ten-minute walk. This is likely due to the lack of an efficient pedestrian network connecting residential neighborhoods to the existing parks.

Additionally, within this segment of US 183 exist Leander City Hall, the Leander Public Library, Leander Middle School, New Hope High School, Christine Camacho Elementary School, and Founders Classical Academy. This segment of US 183 lacks an efficient and connected active transportation network to connect residents to these points of interest.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

CAMPO: Surface Transportation – Metropolitan Mobility (STP –MM)

- Project 2 aligns well with CAMPO – STP-MM’s focus on enhancing mobility and accessibility, making it a candidate for a competitive application. Major eligible components of this project include roadway improvements and congestion mitigation measures.



Example Pedestrian Bridge

Project 3 - Roadway & Pedestrian Improvements from Crystal Falls Parkway to Osage Drive (Segment 3) – Estimated Cost: \$3,750,000

Project Purpose

- Enhance safety
- Enhance pedestrian infrastructure
- Enhance access

Project Need

- Four serious injuries due to crashes
- Higher than state average crash rates
- Discontinuous sidewalks

Proposed Improvements

- Intersection improvements
- New right-turn lane
- Continuous sidewalks
- Raised median



Project Purpose

Project 3 consists of combined roadway and pedestrian improvements for the central segment of US 183 from Crystal Falls Pkwy to Osage Dr. This includes adding raised medians, curb and gutter, sidewalks, and some intersection improvements.

Project Justification

This project’s purpose is to enhance safety and accessibility while improving efficient travel through the corridor.

The need for this project is the high crash rate, the absence of pedestrian infrastructure which restricts non-motorized access throughout the area, and the projected traffic growth which will result in increased traffic and congestion along this segment of US 183.

Safety

There were 218 crashes, including four serious crashes, on this segment over the past five years. The crash rate along this corridor is 417.69 per 100 million vehicle miles, which is significantly higher than both the Texas State Highway average of 230.49 and the four-lane undivided roadway average at 320.87. The most common contributing factors for the recorded crashes include failure to control speed, disregarding stop-and-go signals, failure to yield when turning left, and unsafe lane changes.

Efficiency

At the intersection of US 183 and Crystal Falls Parkway, current and future traffic analysis shows significant delay. The total delay during the PM peak period for this intersection currently stands at 123.3 hours in 2024. Without any improvements, this delay is projected to surge to 310.3 hours by 2030, more than doubling the delay experienced today. Improvements are needed to reduce this delay, which is projected at 142.5 hours in the future build scenario. This reduction from 310 to 142 hours of delay represents a major improvement in travel time efficiency, mitigating much of the projected future congestion.

PM peak period	Delay (in seconds per vehicle)	Total Vehicles (per intersection)	Total Hours of Delay
No-Build Scenario in Base Year	113.8	3,902	123.3
No-Build Scenario in Horizon Year	206.4	5,412	310.3
Build Scenario in Horizon Year	94.8	5,412	142.5

Table 9: US 183 / Crystal Falls Parkway Intersection Traffic Data

Social Risk

This project area also faces environmental challenges related to air pollution and heat vulnerability. It ranks in the top 22% of parcels nationwide for PM2.5 pollution levels, demonstrating high levels of particulate matter that contribute to poor air quality, impacting the health and well-being of residents.

Access

Sidewalks throughout the project limits currently suffer from missing links and broken connections. Within a one-mile radius of this US 183 segment, over 800 homes and 2,000 residents lack sidewalk access to nearby restaurants, commercial businesses, recreational facilities, and parks. Additionally, several preschools and Pleasant Hill Elementary School lack efficient active transportation routes, restricting mobility options to solely automotive travel.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

CAMPO: Surface Transportation – Metropolitan Mobility (STP –MM)

- Project 3 aligns well with CAMPO – STP-MM’s focus on enhancing mobility and accessibility, making it a strong candidate for a competitive application. Major eligible components of this project include roadway improvements and congestion mitigation measures.

Project 4 - Drainage Improvements –
Estimated Cost: \$1,710,000

Project Purpose

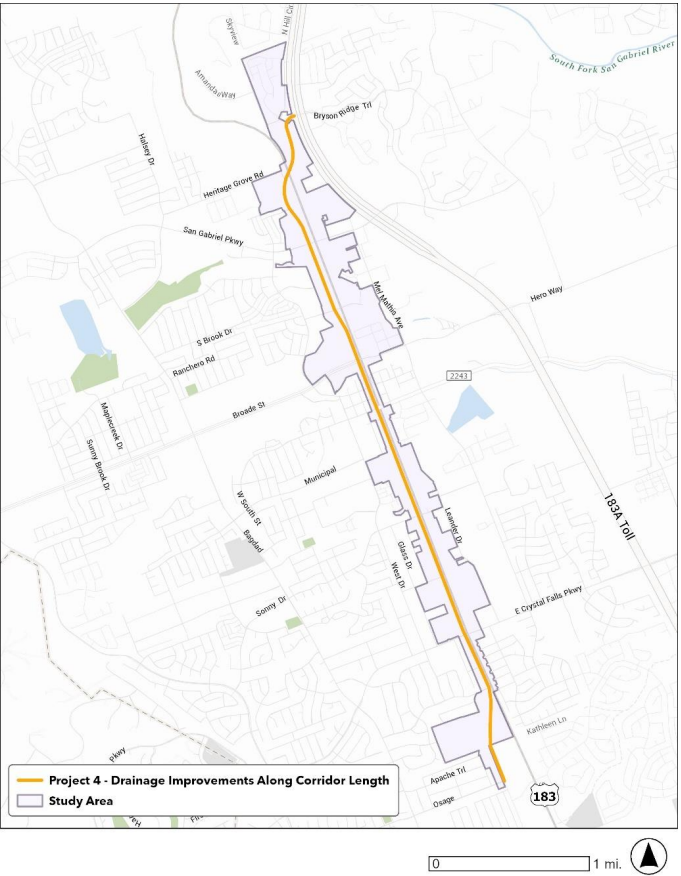
- Mitigate flood risk
- Enhance resilience
- Maintain safer travel during rain events

Project Need

- Increased severe weather events
- Roadway flooding

Proposed Improvements

- Curb and gutter



Project Purpose

Project 4 consists of all the curb and gutter drainage improvements throughout the corridor in a singular project. The targeted grant opportunity for Project 4 is the Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation administered by USDOT. These improvements would support the implementation of sidewalk and access management improvements from Projects 1-3 and the grant funding can be layered together with those projects to further increase funding opportunities.

Project Justification

The US 183 corridor is lacking storm drainage measures, which has resulted in previous flooding. The purpose of this project is to mitigate flood risk and enhance the resilience of the US 183 corridor to severe weather events through improved stormwater drainage infrastructure.

Social Risk

This section of US 183 currently has no stormwater run-off mitigation methods, causing parts of the roadway to flood during extreme weather events. Parcels within the southern area of the corridor have successfully received over \$150,000 in National Flood Insurance Program claims, demonstrating a history of damages

caused by flooding. This history of flooding demonstrates a need for flood mitigation measures to protect both the infrastructure and the surrounding structures from flooding. The proposed drainage improvements recommended in this project will help to channel stormwater more effectively, preventing the accumulation of water that can lead to hazardous conditions and property damage, and allowing effective evacuation through the corridor.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

Community Project Funding

- The type of projects successfully funded through community project funding often varies depending on the representative in office. Currently, Representative Carter, who represents the project area, has previously supported projects that have been funded under this program focusing on community resilience. This suggests strong applicability and competitiveness for Project 4, as its primary goal is to enhance the community’s environmental resilience.



Curb and Gutter improvements provide opportunity for sidewalk protection and landscaping elements in the buffer zone

Project 5 - Enhanced Railroad Crossings & Grade Separations – Estimated Cost: \$71,110,000

Project Purpose

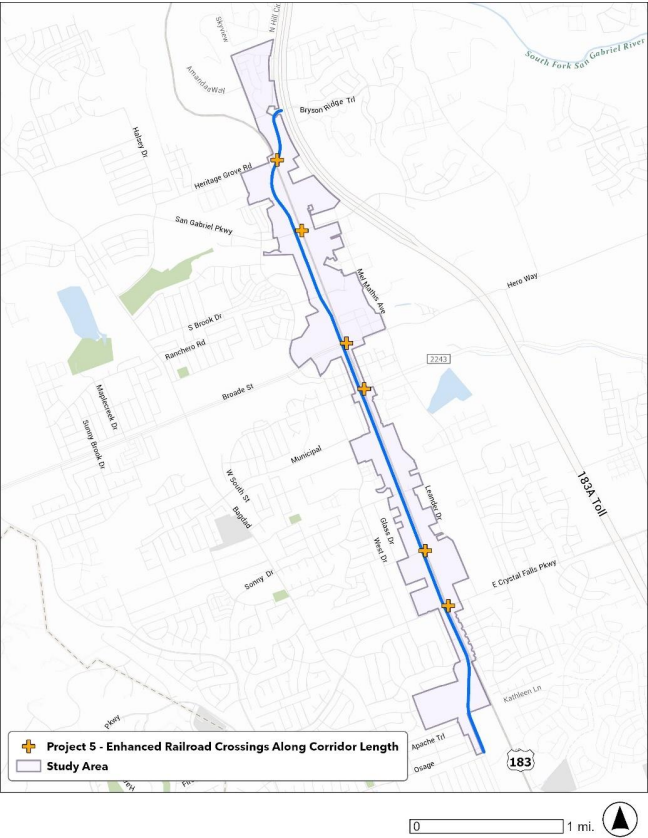
- Enhancing railroad crossing
- Improve safety and interactions between modes

Project Need

- Train/auto collisions
- Delays at critical crossings and railroad disruptions
- Pedestrian/bike barriers

Proposed Improvements

- Enhanced crossings:
 - Near Heritage Grove Road
 - At San Gabriel Parkway railroad crossing
 - At Hero Way railroad crossing
 - At South Street railroad crossing
 - At private railroad crossing at Crystal Falls Parkway
 - At private railroad crossing 800’ north of Sheila Drive
- Grade Separation
 - San Gabriel Parkway
 - Hero Way
 - Crystal Falls Parkway



Project Purpose

Project 5 consists of two primary elements. The first improvement is enhanced railroad crossing elements for pedestrian and shared use path crossings at each grade crossing along the corridor. The second is grade separation of intersections with the railroad and US 183 at three locations, San Gabriel Pkwy, Hero Way, and Crystal Falls Pkwy. These improvements would greatly improve traffic delays and transportation safety by removing existing conflict points and disruptive interactions with the railroad crossings.

Project Justification

The primary purpose of enhancing railroad crossings along the US 183 corridor is to improve safety for all roadway users—drivers, pedestrians, and cyclists—while facilitating the creation of a more interconnected and accessible transportation network.

The existing railway crossings along US 183 creates barriers for non-motorized accessibility and conflict points for vehicles, demonstrating a need to eliminate these barriers.

Analysis Supporting Need

A railway runs parallel to US 183, which results in several at-grade crossings for the intersecting roadways of the US 183 corridor. Some of these crossings lack sufficient striping, signage, and safety gates. In the past five years, two automobile-train crashes have occurred at these crossings. Additionally, the railway acts as a physical barrier for pedestrians and cyclists, as the crossings lack accessible infrastructure for active transportation. This fragmentation impedes the development of a cohesive pedestrian and cyclist network, preventing vital connections between US 183 and its eastern residential neighborhoods, which are essential for non-motorized travel.

The proposed enhancements can reduce the risk of train-vehicle collisions and eliminate barriers that hinder pedestrian and cyclist movement, ensuring a safer and more integrated transportation network along US 183.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

Railroad Crossing Elimination Program (RCE)

- RCE funds projects aimed at improving safety and mobility by eliminating at-grade highway and rail crossings. Since Project 5 involves grade separations at several at-grade crossings that have historically had automotive accidents involving trains, there is a competitive case for RCE funding.



Example Grade Separation

*Project 6 - Shared Use Path –
Estimated Cost: \$3,060,000*

Project Purpose

- Improve pedestrian/bike safety
- Enhance access
- Promote active transportation

Project Need

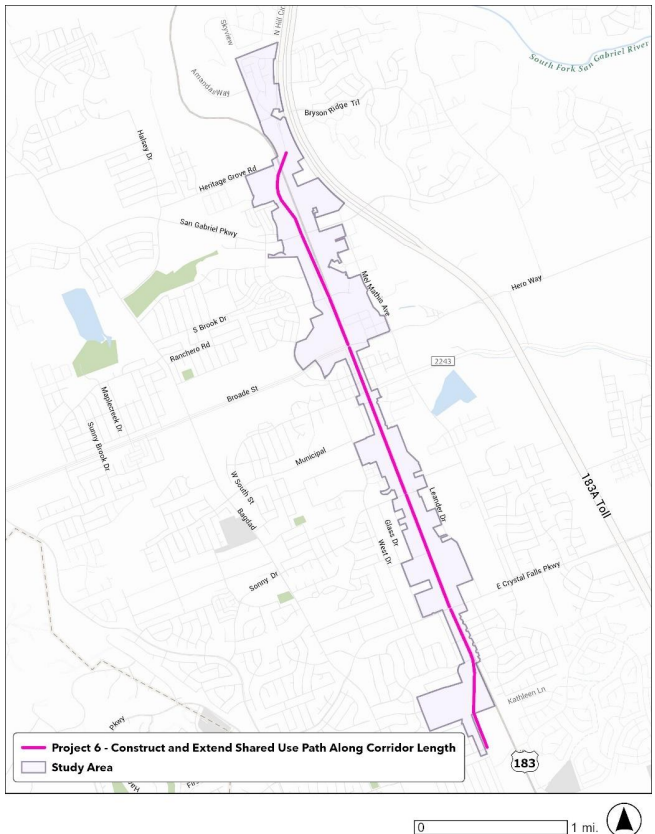
- Pedestrian-related auto crashes
- Fragmented sidewalk
- Lack of access to transit

Proposed Improvements

- 10-ft shared use path

Project Purpose

Project 6 is the proposed Shared Use Path (SUP) along the entirety of the corridor, aligning the aforementioned Red Line Trail project and providing improved pedestrian and bike mobility and safety throughout the corridor, bridging large existing gaps in these networks.



Project Justification

The shared-use path project will provide an alternative to driving by creating a safer, more accessible environment for pedestrians and cyclists.

There is a lack of non-motorized facilities along the US 183 corridor, which has resulted in unsafe conditions and contributed to multiple pedestrian crashes. Infrastructure is needed to connect the high density of residents to key community destinations and to provide alternatives to driving.

Analysis Supporting Need

The US 183 corridor currently presents safety challenges for pedestrians and cyclists, as shown by three pedestrian crashes occurring within the last five years. The corridor lacks safe and convenient infrastructure for cyclists, while the fragmented and incomplete pedestrian network further deters non-motorized travel. With a high density of individuals residing within a one-mile radius of the project limits—approximately 33,000 people—there is a need to connect these residents to the numerous community points of interest along the corridor, such as parks, schools, healthcare facilities, and other essential services. Without a cohesive and safe pathway, the ability for individuals to use active transportation to access these vital amenities is severely limited.

Additionally, the reliance on driving as the primary means of accessing daily amenities creates challenges for socially vulnerable individuals—such as the

elderly, disabled, and low-income residents—who may lack access to a car. These individuals must navigate a network that lacks pedestrian amenities. Furthermore, there is inadequate access to active transportation for Leander Station and Leander Park and Ride, which connects the community to the wider region. Those unable to drive might have difficulty reaching these transit opportunities.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

TxDOT - Transportation Alternatives

- The Transportation Alternatives (TA) program funds projects that develop bicycle and pedestrian infrastructure. Since Project 6 is focused on creating dedicated walking and cycling paths throughout the corridor, offering an effective alternative to driving, Leander likely has a strong and competitive application for TxDOT’s TA program for this corridor.

CAMPO: Transportation Alternative Set-Aside (TASA)

- CAMPO: TASA program is a competitive funding opportunity for Project 6, as its focus on enhancing travel options, supporting non-motorized transportation projects, and promoting community improvements aligns closely with the scope and purpose of Project 6.



Example Shared Use Path

Project 7 - New Parks – Estimated Cost: \$15,000,000 (Dependent on Final Design)

Project Purpose

- Enhance quality of life
- Improve access to parks
- Promote active transportation

Project Need

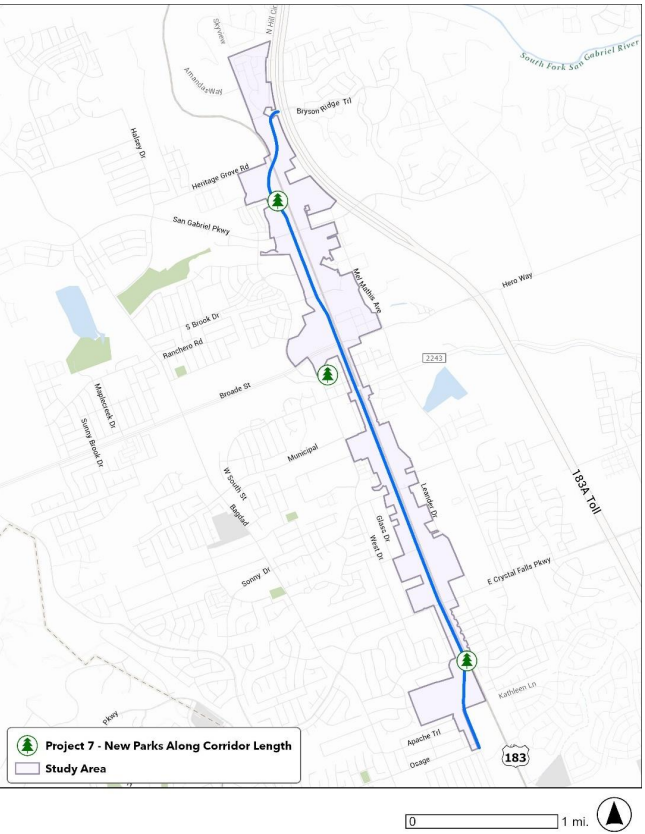
- Lack of access to parks

Proposed Improvements

- Linear Park between US 183 and railroad at County Glen Street
- Pocket Park at Bagdad Street & Broade Street
- Linear Park at Pointe 183

Project Purpose

Project 7 proposes three new small parks along the corridor, maximizing utility of hard to develop spaces and providing desired amenities to the residents of Leander.



Project Justification

The project aims to enhance quality of life for the community by improving access to green spaces that will foster social interaction and promote outdoor activities. The US 183 corridor’s lack of access to parks limits recreational opportunities and overall well-being; additional access to parks will improve quality of life.

Analysis Supporting Need

Many residents along the US 183 corridor currently lack access to a public park in close proximity. This deficiency is demonstrated through significant areas of the corridor being considered ‘park deserts’, being areas that lack a park within a ten-minute walkable distance. The absence of accessible parks restricts the quality-of-life benefits provided by parks and the recreational opportunities for all populations, including seniors, low-income households, and minority groups. In addition to improving accessibility, these parks will serve as focal points for community interaction, promoting social cohesion and offering safe, welcoming environments for recreation.

The three scoped parks are targeting parcels along the corridor that are located in areas with a high density of residents currently lacking access to a park. Within a ten-minute walkable radius of the proposed parks, there are over 5,000 individuals, including 447 seniors, 711 low-income residents, 1,322 minority individuals, and 1,600 children, all of whom currently lack access to parks.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

Texas Parks and Wildlife Department – Local Parks

- The TPWD’s Local Parks program funds projects that create new public parks on land permanently designated as parkland. Because the parks scoped in Project 7 aim to provide access for residents currently lacking a park within walking distance and will be open to the public, the project aligns well with the program’s goals, making it a candidate for funding.



Northline Public Art Installation

Project 8 - Placemaking Efforts –
Estimated Cost: \$1,200,000

Project Purpose

- Create a vibrant corridor
- Enhance a sense of place
- Foster community identity

Project Need

- Lack of cohesive identity

Proposed Improvements

- Gateway treatments
- Trail head signage
- Directional signage

Project Purpose

Project 8 proposes to provide gateway, trail head, and directional signage at multiple points throughout the corridor and could pursue the Our Town grant program through the National Endowment for the Arts (NEA).



Project Justification

The project aims to transform the US 183 corridor into a vibrant and connected community hub by introducing gateway elements, artistic installations, and directional signage at key locations to create a strong sense of place, reinforce Leander’s identity, and foster community pride and interaction.

The US 183 corridor functions as a thoroughfare and lacks defined gateway elements. It is missing an opportunity for visual amenities to reflect Leander’s unique identity, which can increase community interaction, pride, and engagement.

Analysis Supporting Need

The proposed placemaking efforts along the US 183 corridor aim to address the current lack of a cohesive community identity and defined sense of place. The intersection of US 183 and the 183A Toll Road serves as an entry point to the US 183 corridor, yet it currently lacks defining features to announce and signify the place being entered. Similarly, the southwest intersection of US 183 and San Gabriel Parkway lacks adequate guidance for visitors; the lack of any trail head signage or art installations reduce the efficacy of navigation and limits the potential of the area’s cultural identity. Additionally, there is no prominent gateway feature to signal the entrance into the Leander community for train travelers, missing an important opportunity to visually announce Leander’s arrival to visitors using this mode of transportation. There is also an existing lack of signage demonstrating Leander’s

historical context while servicing as wayfinding and navigation. The lack of these placemaking efforts prevents this corridor from being identified cohesively as an established ‘place’ and the associated cultural identity.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

National Endowment for the Arts – Our Town

- The Our Town funding program supports community-strengthening projects that leverage design and the arts, emphasize local engagement, and address unique community conditions. Project 8 aligns with this purpose by focusing on the creation of a cultural corridor that defines a sense of place through placemaking design unique to Leander’s cultural identity.



Example Placemaking and Wayfinding



Project 9 - Corridor Reconstruction (inclusive of all improvements) – Estimated Cost: \$117,070,000

Project Purpose

- Create a vibrant corridor
- Enhance safety for all users
- Improve access for all users
- Improved quality of drainage infrastructure

Project Need

- Higher than state average crash rate
- Lack of access to parks, transit, etc.
- Increased travel delays
- Fragmented pedestrian infrastructure
- Deteriorating drainage infrastructure and increased demand

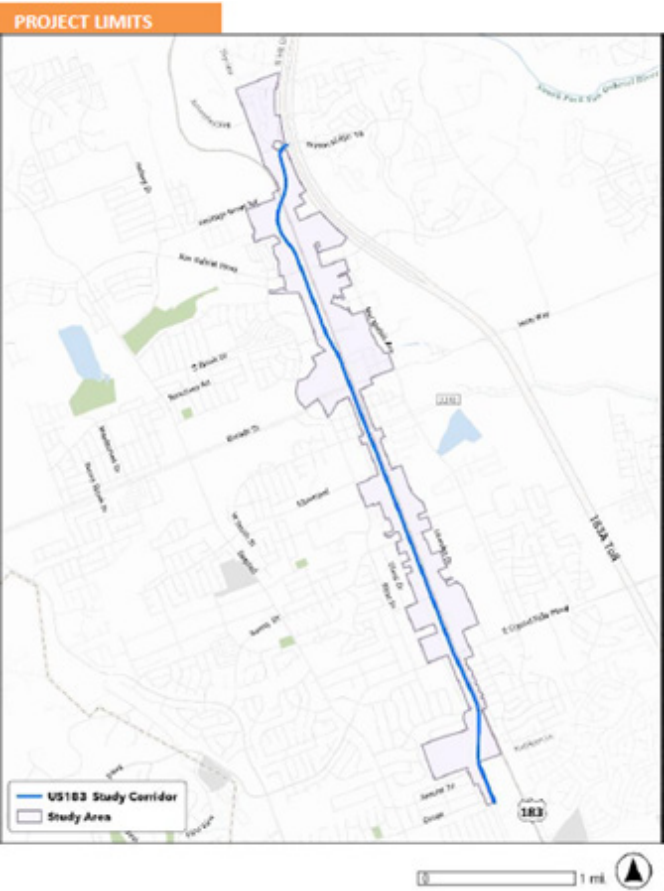
Proposed Improvements

- New pavements and sidewalk connections
- Drainage (curb and gutter)
- Medians
- Intersection improvements
- Railroad crossings
- Shared use path
- New parks
- Placemaking
- Grade separations

Project Justification

The Corridor Reconstruction project aims to enhance safety, reduce delays, upgrade access, and increase community resilience along the US 183 corridor in Leander by addressing high crash rates, fragmented pedestrian infrastructure, and community vulnerabilities, ultimately creating a safer, more connected, and sustainable corridor that better serves residents’ transportation needs while improving access to key community institutions and transit options.

The US 183 corridor has issues related to safety, congestion, and connectivity that are exacerbated by existing environmental vulnerabilities, demonstrating a need for comprehensive improvements along the corridor.



Project Purpose

Project 9 consists of the combination of all Project 1-8 components, incorporating all of the proposed corridor improvements into a singular project.

Safety

Over the last five years, the US 183 corridor has experienced 785 automobile crashes, averaging 157 collisions a year and a crash almost every other day. Accounting for traffic volumes and corridor length, US 183 has an average crash rate of 277.28 per 100,000,000 vehicle miles traveled. This number is higher than the Texas average on an urban US Highway roadway of 194.62 crashes per 100 million. Of these crashes, there were three involving pedestrians. All three of these pedestrian collisions resulted in the pedestrian being injured, with one leading to a serious injury. While there were no bicycle crashes, this is likely due to uninviting conditions and lacking bicycle facilities preventing individuals from cycling in the area. Finally, two automobile crashes involved a collision with a railroad train, demonstrating a need for safer railroad crossings. In terms of the contributing factors causing crashes across the corridor, the most common cause for a crash is a failure to control speed, with second being a failure to yield right of way on a private drive, and the third being a failure to yield right of way turning left. These contributing factors invite improvements that will mitigate the occurrence of these kinds of crashes.

Efficiency

Analysis of travel times at three key intersections—US 183 & San Gabriel Parkway, US 183 & Hero Way, and US 183 & Crystal Falls Parkway—reveals significant projected delays throughout the corridor. Combining the total hours of delay for the three intersections during the PM peak period, analysis shows the existing 273 hours of delay will increase to over 500 hours of delay by 2030, necessitating the need for intersection improvements along the corridor.

Social Risk

This section of the US 183 corridor has specific environmental challenges experienced by the community. Notably, the community is affected by environmental pollution, with parcels averaging in the top 23% for PM2.5 levels nationwide, demonstrating a public health issue affecting a significant portion of the community.

The southern portion of the corridor has recorded over \$150,000 in flood insurance claims paid out in relation to flood events, indicating flood vulnerability in the area. The community is also experiencing the urban heat island effect, with the corridor exhibiting a medium-to-high vulnerability with elevated temperatures. These vulnerabilities are experienced more aptly by the socially vulnerable members of the community. Finally, the lack of a connected pedestrian network limits access to various opportunities, including parks.

Access

Within one mile of the corridor's project limits, there are dozens of restaurants, many spiritual centers, a variety of playgrounds, different sporting locations, and healthcare facilities. Many of Leander's civic institutions, including a library (located on Bagdad Road) and multiple schools, are adjacent to the corridor. This diverse array of community institutions and amenities offer many attractive destinations for the 33,000 residents living within a mile of the corridor and results in other members of the community and surrounding area residents visiting.

The proximity of such a high density of residents to these community institutions underscores the need for a transit network that quickly and safely moves people throughout the corridor, and a need for active transportation options which could significantly enhance quality of life. However, the current pedestrian infrastructure is fragmented and insufficient, which undermines the feasibility of walking as a viable mode of transportation. Consequently, individuals are often compelled to rely

on driving as the primary means of accessing these points of interest. This situation not only limits the potential benefits of walkability but also perpetuates a car-dependent culture, thereby exacerbating traffic congestion, environmental pollution, and public health issues. Furthermore, the Leander Station serves a regional transit connection for both rail and bus. The current sidewalk network leading to Leander Station is fragmented, leaving several neighborhoods and apartment complexes within half-a-mile with no direct pedestrian access to the station. This lack of connectivity undermines one of the key advantages of public transit—convenience. When residents are forced to drive to reach transit options, it diminishes the appeal of using public transportation and, in some cases, may prevent individuals from accessing it altogether. This disconnect not only reduces the overall effectiveness of the transit system but also limits its accessibility to those who rely on walking as their primary means of transportation.

Finally, the corridor is filled with pockets of residential areas considered park deserts, where there is no park within a ten-minute walk. This limits access to recreation areas, especially for those without a car. The lack of an active transportation network discourages access or forces pedestrians and bicyclists to use facilities that are not designed for non-motorized users.

Funding Opportunities

The following opportunities are recommended as competitive avenues to secure funding for this project:

CAMPO: Surface Transportation – Metropolitan Mobility (STP –MM)

- Project 9's comprehensive approach aligns with STP-MM's focus on developing non-motorized transportation options. The project directly supports this objective by improving pedestrian infrastructure within the community. Additionally, STP-MM prioritizes safe routes to school, and Project 9's upgraded pedestrian network will serve several schools along the corridor, giving it a competitive application for STP-MM's goals and objectives.

Rebuilding American Infrastructure with Sustainability and Equity (RAISE)

- The RAISE discretionary funding opportunity focuses on comprehensive complete streets projects, with an emphasis on upgraded sidewalks and active transportation infrastructure. This program prioritizes safety improvements, sustainability, and local impact, which aligns directly with Project 9's purpose of enhancing safety, bolstering community resilience, and improving access for the community.

CHAPTER 6:
PROJECT
IMPLEMENTATION

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CHAPTER 6: PROJECT IMPLEMENTATION

Achieving the successful transformation of US 183 will require a phased approach with strategic actions. This section outlines the essential implementation steps, projected cost estimates, and potential funding opportunities for advancing the project. These components are critical to aligning resources and ensuring the long-term success of the corridor improvements.

This section can be thought of as an implementation toolkit to aid the successful implementation of the improvements identified. This toolkit:

- 1.**
Identifies the funding programs that will help fund specific improvements
- 2.**
Identifies the windows of time each year where application to those funding programs will occur
- 3.**
Based on ease of implementation and feasibility, assign a stage (near- and long-term) for each improvement type
- 4.**
Line up the projects and project components implementation timelines with funding programs application windows

COST ESTIMATES

The overall recommended improvement project will require several implementation steps. The implementation of the US 183 Corridor Report recommendations within the study area is estimated to cost \$117 million. **Table 10** provides a summary of the opinion of the probable construction cost for the corridor, prior to any design. For strategic implementation purposes, projects along the corridor were grouped into eight sub-projects, with a ninth option to bundle the project altogether as one.

Project	Cost
Project 1: Roadway and Pedestrian Improvements from the 183A Toll Road to Hero Way	\$8,850,000
Project 2: Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway	\$12,390,000
Project 3: Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Drive	\$3,750,000
Project 4: Drainage Improvements	\$1,710,000
Project 5: Enhanced Railroad Crossings	\$71,110,000*
Project 6: Shared Use Path	\$3,060,000
Project 7: New Parks	\$15,000,000*
Project 8: Placemaking Efforts	\$1,200,000*
Project 9: Corridor Reconstruction (Combined)	\$117,070,000*

**Note: Costs marked with an asterisk (*) are estimated and subject to change pending final design. All estimates include assumptions for inflation, utility relocation, engineering/survey/testing, mobilization, ROW/easement acquisition, and contingency.*

Table 10: US 183 Corridor Development - Opinion of Probable Construction Cost

FUNDING SOURCES FOR CORRIDOR IMPROVEMENTS

The funding strategy leverages grants and programs, each with varying applicability across the nine identified projects. This section evaluates the alignment of each project with the eligibility criteria and priorities of these funding sources. Providing a professional judgment of the probability of securing financing for each project.

Funding Opportunities

- Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Grant:**
The PROTECT Grant program funds planning and resilience improvements for surface transportation infrastructure to enhance resilience against natural hazards and climate change.
- Community Project Funding (Federal Earmarks)**
These are funds allocated by Congress for projects or purposes, often championed by individual legislators. Representative Carter has previously sponsored earmarked projects like the West Village Road Development in Salado for better connectivity, the RM 2243 Resiliency Project in Georgetown for modernized infrastructure and safety, and the Public Safety Pedestrian Bridge in Burnet for safe school access.

- Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Discretionary Grants | US Department of Transportation**
The goal of the RAISE program is to fund eligible surface transportation projects that will have a significant local or regional impact that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation.
- Highway Safety Improvement Program (HSIP)**
The main objective is to significantly reduce traffic fatalities and serious injuries on all public roads by providing a standardized approach for identifying and reviewing specific traffic safety concerns throughout the state.
- TxDOT Transportation Alternatives (TxDOT-TA)**
TxDOT administers TA funds for locally sponsored bicycle and pedestrian infrastructure projects in communities across the state.
- Safe Streets and Roads for All (SS4A) Grant Program | US Department of Transportation**
The SS4A Grant Program funds the development and implementation of comprehensive safety action plans, including planning, design, and demonstration activities to address roadway safety issues.
- Reconnecting Communities and Neighborhoods (RCN) Grant Program | US Department of Transportation**
This program was created to repair the harm caused by infrastructure choices of the past. This program looks to improve access to daily needs such as jobs, education, health centers, food, nature, and recreation.
- Railroad Crossing Elimination Program (RCE) | US Department of Transportation**
Provides grants to improve the safety and mobility of people and goods by eliminating highway-rail grade crossings. Funding supports construction of eligible projects, as well as planning, environmental studies, and final design for these projects.
- Local Parks Grants – Texas Parks & Wildlife Department**
The Local Parks Grant Program consists of five individual programs that assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas.
- Consolidated Rail Infrastructure and Safety Improvements (CRISI) Program**
The purpose of the CRISI Program is to invest in a wide range of projects within the United States to improve railroad safety, efficiency, and reliability; mitigate congestion at both intercity passenger rail and freight rail choke points to support more efficient travel and goods movement; enhance multi-modal connections; and lead to new or substantially improved Intercity Passenger Rail Transportation corridors.
- Transportation Alternative Set-Aside (TASA) | CAMPO**
This program focuses on non-motorized transportation projects such as pedestrian and bicycle facilities, safe routes to school, and community improvements like trails and greenways.

- Surface Transportation Program – Metropolitan Mobility (STP-MM) | CAMPO**
This program focuses on a wide range of transportation projects, including roadway improvements, public transit enhancements, and congestion mitigation efforts.
- Carbon Reduction Program (CRP) | CAMPO**
This program focuses on a wide range of transportation projects to reduce carbon emissions, including roadway improvements, public transit enhancements, and congestion mitigation efforts.
- Active Transportation Infrastructure Investment Program (ATIIP)**
ATIIP projects will help improve the safety, efficiency, and reliability of active transportation networks and communities; improve connectivity between active transportation modes and public transportation; grants will be provided for projects used for trails, pedestrian facilities, bikeways, and other routes that serve as backbones to connect two or more communities, metropolitan regions, or states.
- National Endowment for the Arts (NEA) - Our Town**
The program supports activities that integrate arts, culture, and design into local efforts that strengthen communities over the long term. Our Town projects engage a wide range of local stakeholders in efforts to advance local economic, physical, and/or social outcomes in communities.

PROJECT AND FUNDING PRIORITIZATION

As discussed in **Chapter 5: Preferred Scenario and Recommendations**, each project is packaged to improve its competitiveness for funding opportunities. **Table 11** on the following page is based on preliminary project scopes and was developed by analyzing the purpose and need of each project, and then aligning these value propositions with relevant funding opportunities. Using professional judgment informed by both project understanding and experience with each funding source, a competitive rating was assigned to each opportunity to reflect its relative likelihood of securing funding as high, medium, or low, offering a simple overview of the alignment between project objectives and the criteria of each funding source. It is important to note that these competitive ratings may change as project details evolve and as the requirements of funding opportunities shift over time.

Project #	Name	Estimated Cost	PROTECT	Community Project Funding	RAISE	TxDOT-TA	RCN	RCE	TPWD - Local Parks	CRISI	TASA	STP-MM	CRP	ATIIP	NEA - Our Town
1	Roadway and Pedestrian Improvements from the 183A Toll Road to Hero Way	\$8,850,000	X	X	Low	X	X	Low	X	X	X	Medium-High	X	X	X
2	Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway	\$12,390,000	X	X	Low	X	X	Low	X	X	X	Medium-High	X	X	X
3	Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Drive	\$3,750,000	X	X	Low-Medium	X	X		X	X	X	Medium-High	X	X	X
4	Drainage Improvements	\$1,710,000	Medium	High	X	X	X	X	X	X	X	X	X	X	X
5	Enhanced Railroad Crossings	\$71,110,000*	X	X	Low-Medium	X	Medium-High	Low-Medium	X	Medium	X	Low-Medium	X	X	X
6	Shared Use Path	\$3,060,000	X	Medium	X	High	X	X	X	X	High	X	Low	Medium	X
7	New Parks	\$15,000,000*	X	Medium	X	X	X	X	High	X	X	X	X	X	X
8	Placemaking Efforts	\$1,200,000*	X	X	X	X	X	X	X	X	X	X	X	X	Medium
9	Corridor Reconstruction	\$117,070,000*	X	X	Medium	X	X	Low-Medium	X	X	X	Medium-High	X	X	X

Table 11: Probability for Funding through Program (Professional Judgment)

Note: Costs marked with an asterisk () are estimated and subject to change pending final design. All estimates include assumptions for inflation, utility relocation, engineering/survey/testing, mobilization, ROW/easement acquisition, and contingency.

Special Use Cases

The funding opportunities matched above can support entire projects where applicable. However, some opportunities will be most competitive to fund specific, individual project components of a project. The special cases and requirements for these opportunities are outlined below.

- **Community Project Funding**
 - While Projects 1 and 2 as a whole may not be competitive for this program, the individual components of the two pedestrian bridges proposed in these projects have strong potential for successful funding.
- **SS4A**
 - Applying for SS4A capital would require Leander to develop its own safety plan or ensure that specific projects are included in the safety plan CAMPO is currently developing.
- **RISI**
 - At this stage of development, preliminary engineering for railroad crossing grants would be more competitive than capital projects.
- **CRP**
 - This program will fund projects that focus on emission reduction. Upgrading signals and adding left turn lanes would be the most competitive project components.

GRANT TIMELINES

Table 12 provides a general timeline for funding opportunity application deadlines. It is based on other agencies’ experiences, recurring program schedules, and announced deadlines. However, these time frames may change when new application periods open.

Official Name	Short Name	Typical Due Date			
		Q1	Q2	Q3	Q4
Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation	PROTECT Grant				
Community Project Funding	Community Project Funding				
Rebuilding American Infrastructure with Sustainability and Equity	RAISE				
Highway Safety Improvement Program	HSIP				
Transportation Alternatives	TxDOT-TA				
Railroad Crossing Elimination Grant Program	RCE				
Reconnecting Communities and Neighborhoods Grant Program	RCN				
Local Parks Grants	TPWD - Local Parks				
Safe Streets and Roads for All	SS4A				
Consolidated Rail Infrastructure and Safety Improvements	CRISI				
Transportation Alternative Set-Aside	TASA				
Surface Transportation Program - Metropolitan Mobility	STP-MM				
Carbon Reduction Program	CRP				
Active Transportation Infrastructure Investment Program	ATIIP				
National Endowment for the Arts	NEA - Our Town				

Table 12: Funding Opportunities Timelines

STAGED IMPLEMENTATION

The public process and corridor analysis resulted in a phased approach to improvements, each evaluated for functionality and feasibility. This approach organizes the enhancements into near- and long-term strategies. The prior sections describe the process of identifying funding programs and respected timelines. This section identifies the staged timeline for targeting funding and initial stages of each identified project and doesn’t reflect the expected completion window for each project. Ensuring immediate needs are addressed while planning for sustainable, long-term solutions.

Near-Term Improvements (1 - 5 Years)

During the recommended near-term improvement phase, spanning 1-5 years, the 183 Corridor has the opportunity to target crucial upgrades to improve traffic flow, increase pedestrian safety, and enhance overall connectivity. These efforts will address immediate needs while laying the foundation for a more efficient and accessible corridor.

- Intersection improvements, particularly those separating turning traffic from through traffic, are designed to improve efficiency and safety at critical bottlenecks. By allowing multiple vehicles to turn simultaneously and reducing the likelihood of accidents caused by conflicting movements, these upgrades will significantly ease congestion. These improvements are essential given the high concentration of left-turn and intersection-related crashes identified through safety analysis and community engagement.
- Sidewalk and shared-use path improvements will enhance pedestrian safety, accessibility, and connectivity across side streets and key crossing areas. These upgrades are critical for supporting future residential and retail development and addressing the history of pedestrian crashes in areas lacking proper infrastructure. By promoting safer and more accessible pedestrian pathways, these improvements also encourage healthier lifestyles for corridor residents and visitors.
- Wayfinding improvements will enhance navigation for pedestrians and drivers, making accessing destinations along the corridor easier. Clear signage and guidance will improve the overall user experience, making the corridor more approachable and well-connected.
- Placemaking improvements, including parks and gateways, will help create a more inviting and vibrant community atmosphere.
- Transit improvements, such as additional bus stops and enhanced connections, will increase accessibility and provide more efficient transportation options for residents and visitors.
- A pedestrian bridge, prioritizing the Broade Street connection to Old Town, will also enhance pedestrian access and improve connectivity between key destinations.

These near-term improvements lay the groundwork for a safer, more efficient, connected, accessible, and community-focused 183 Corridor.

Long-Term Improvements (5-10 Years)

In the recommended long-term improvement phase, projected over 5-10 years, the 183 Corridor will continue to see upgrades designed to enhance safety, traffic management, and overall infrastructure.

- Railroad crossing enhancements and grade separations will address key conflict points along the corridor, improving safety and reducing delays.
- Median construction will improve traffic flow and safety by controlling turning movements and reducing potential conflict points.
- Curb and gutter construction and the addition of sidewalks along 183 will further support pedestrian safety and improve stormwater management.
- Speed reduction measures will enhance safety by slowing vehicle traffic and creating a safer environment for pedestrians, cyclists, and drivers. These measures aim to reduce the likelihood and severity of accidents along the corridor.
- Driveway consolidation and access management improvements will focus on optimizing traffic flow and reducing congestion. Reorganizing and limiting the number of vehicle entry and exit points will help minimize accident-prone areas and improve overall traffic efficiency.
- Grade separations will improve mobility and safety by removing bottleneck intersections and disruptive railroad interactions.

These long-term improvements will solidify the corridor as a well-structured, safer thoroughfare for vehicles and pedestrians.

IMPLEMENTATION TOOLBOX

Table 13 combines the above projects and project component staged implementation timelines with funding program application windows to create a toolkit the City of Leander can use to pursue funding and implement projects identified in this study. For certain projects, such as drainage improvements, median construction, and driveway consolidation, if possible, it would be efficient to pursue these projects at the same time to reduce construction costs and road closures, as well as prevent any rework that may need to be done by pursuing the project separately. Additionally, some intersection improvements may need to be re-evaluated as they may be unnecessary if pursuing grade separations within a few years of planned intersection improvements. It should be noted that the stage of implementation in **Table 13** is not inclusive of the entire project life cycle. It is exclusive to project planning and preparation. **Appendix E: Detailed Project List and Cost Estimates** outlines the staged implementation for each project and their respective sub-components.

Stage	Project Description	Stage of Implementation*	Quarter of Funding Application	Funding Program
Near-Term	Projects 1 - 3: Roadway and Pedestrian Improvements	2025 - 2030	Quarter 4	STP-MM
	Project 6: Shared-Use Path	2025 - 2030	Quarter 4	TxDOT -TA & TASA
	Project 7: New Parks	2025 - 2030	Quarter 2	TPWD – Local Parks
	Project 8: Placemaking Efforts	2025 - 2030	Quarter 2	NEA – Our Town
Long-Term	Project 4: Drainage Improvements	2030-2035	Quarter 1	Community Project Funding
	Project 5: Enhanced Railroad Crossings	2030-2035	Quarter 3	RCE
	Project 9: Corridor Reconstruction	2030-2035	Quarter 4	STP-MM

Table 13: Staged Implementation & Grant Application Timeline

APPENDICES



	Project Description	Roadway	To	From	Type	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Planning Level Estimate	Inflated Estimate	Rounded Estimate
Project 1: Roadway and Pedestrian Improvements from the 183A Toll Road to Hero Way (Segment 1)	Installation of a raised median with curb and gutter (1.7 miles)	US 183	183A Toll Road	Hero Way	Access Management, Roadway Improvements	STP-MM	Quarter 4 - 2030	0 - 5 Years	\$1,855,000	\$2,260,000	\$8,850,000
	New Sidewalk on the west side of 183 from the 183A Toll Road to Tulum Ter (0.6 miles)	US 183	183A Toll Road	Tulum Ter	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$215,000	\$270,000	
	Addition of eastbound left turn lane at Heritage Grove Rd	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$145,000	\$180,000	
	Addition eastbound left turn lane at Tulum Ter	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$145,000	\$180,000	
	Heritage Grove & US 183 Signalization	NA	NA	NA	Signalization	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$750,000	\$920,000	
	New Sidewalk from Tulum Ter to San Gabriel Pkwy (0.2 miles)	US 183	Tulum Ter	San Gabriel Pkwy	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$70,000	\$90,000	
	New Sidewalk connection to fill a gap on the north side of San Gabriel from Broade Street to the railroad (0.2 miles)	San Gabriel Pkwy (north side)	Broade St	Railroad	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$70,000	\$90,000	
	New Sidewalk connection to fill a gap on the south side of San Gabriel from Broade Street to the Northline development site (0.4 miles)	San Gabriel Pkwy (south side)	Broade St	Northline Development	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$140,000	\$180,000	
	1) Extend the eastbound left turn lane (340' deceleration + 100' taper) at US 183 & San Gabriel, 2) Add Eastbound through lane at US 183 & San Gabriel	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$505,000	\$620,000	
	Add 4 enhanced crossings at US 183 & San Gabriel	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$45,000	\$60,000	
	Add 8 crossings at the planned traffic signals on San Gabriel at St. David's driveways	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$90,000	\$110,000	
	New Sidewalk on the west side of US 183 from San Gabriel Pkwy to Metro Dr (0.4 miles)	US 183	San Gabriel Pkwy	Metro Dr	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$140,000	\$180,000	
	Add 4 enhanced crossings at US 183 & Metro Dr	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$45,000	\$60,000	
	Pedestrian Bridge over US 183 near Tulum Ter					TxDOT - TA, TASA, or ATIIP	Quarter 2 or 4 - 2028	5 - 10 Years	\$3,000,000	\$3,650,000	

	Project Description	Roadway	To	From	Type	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Planning Level Estimate	Inflated Estimate	Rounded Estimate
Project 2: Roadway and Pedestrian Improvements from Hero Way to Crystal Falls Parkway (Segment 2)	Installation of a raised median with curb and gutter (1.8 miles)	US 183	Hero Way	Crystal Falls Pkwy	Access Management, Roadway Improvements	STP-MM	Quarter 4 - 2030	0 - 5 Years	\$1,965,000	\$2,400,000	\$12,390,000
	Add 4 enhanced crossings at US 183 & Hero Way	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$45,000	\$60,000	
	Add 4 enhanced crossings at US 183 & South St	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$45,000	\$60,000	
	Add enhanced crosswalk across Broade St at US 183	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$6,000	\$10,000	
	New Sidewalk on the west side of US 183 from Hero Way to Sonny Dr (1 mile)	US 183	Hero Way	Sonny Dr	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$350,000	\$430,000	
	New Sidewalk on Hero Way north side from US 183 to Main St (0.3 miles)	Hero Way	US 183	Main St	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$105,000	\$130,000	
	New Sidewalk on Hero Way south side from US 183 to Main St (0.3 miles)	Hero Way	US 183	Main St	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$105,000	\$130,000	
	Fill in sidewalk gaps between Broade St, US 183, NW Dr, and South St (0.6 miles)	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$210,000	\$260,000	
	1) Add additional southbound left turn lane - US 183 & Hero Way; 2) Add additional northbound left turn lane - US 183 & Hero Way; 3) Add Westbound right turn lane (340' deceleration + 100' taper) - US 183 & Hero Way; 4) Add Westbound left turn lane (340' deceleration + 100' taper) - US 183 & Hero Way	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$1,305,000	\$1,590,000	
	Convert the intersection to a "hooded" left turn movement - US 183 & Broade St	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$805,000	\$980,000	
	1) Add eastbound left turn lane (200' deceleration + 100' taper) - US 183 & South St; 2) Add eastbound right turn lane (150' deceleration + 100' taper) - US 183 & South St; 3) Add westbound left turn lane (200' deceleration + 100' taper) - US 183 & South St	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$490,000	\$600,000	
	Add eastbound left turn lane (100' deceleration + 50' taper) - US 183 & Atkin St	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$145,000	\$180,000	
	New Sidewalk on the west side of US 183 from Sonny Dr to 1,000' north of Sheila Dr (0.2 miles)	US 183	Sonny Dr	1,000' north of Sheila Dr	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$70,000	\$90,000	
	Add 4 enhanced crossings at US 183 & Sonny Dr	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$45,000	\$60,000	
	1) Convert the existing westbound right turn lane to westbound through + right turn lane by removing the existing taper - US 183 & Sonny Drive; 2) Convert the existing westbound through + left turn lane to westbound left turn lane (200' deceleration + 50 taper) - US 183 & Sonny Drive; 3) Add double eastbound left turn lane (200' deceleration + 50' taper) - US 183 & Sonny Drive	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$690,000	\$840,000	
	US 183 & Sheila - Signalization and crosswalk enhancements	NA	NA	NA	Safety Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$750,000	\$920,000	
	Pedestrian Bridge or Tunnel to cross US 183 just south of Hero Way					TxDOT - TA, TASA, or ATIIP	Quarter 2 or 4 - 2028	0 - 5 Years	\$3,000,000	\$3,650,000	

	Project Description	Roadway	To	From	Type	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Planning Level Estimate	Inflated Estimate	Rounded Estimate
Project 3: Roadway and Pedestrian Improvements from Crystal Falls Parkway to Osage Drive (Segment 3)	Fill in sidewalk gaps along the west side of US 183 from Crystal Falls Pkwy to Osage Dr (0.45 miles)	US 183	Crystal Falls Pkwy	County Glen St	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$160,000	\$200,000	\$3,750,000
	Add eastbound right turn lane (200' deceleration + 50' taper) - US 183 & County Glen Street	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$175,000	\$220,000	
	Installation of a raised median with curb and gutter (1.0 mile)	US 183	Crystal Falls Pkwy	Osage Dr	Access Management, Roadway Improvements	STP-MM	Quarter 4 - 2030	0 - 5 Years	\$1,090,000	\$1,330,000	
	1) Add additional southbound left turn lane - US 183 & Crystal Falls Parkway; 2) Add additional northbound left turn lane - US 183 & Crystal Falls Parkway; 3) Add dual westbound left turn lane - US 183 & Crystal Falls Parkway; 4) Convert existing westbound through + left turn lane to westbound through - US 183 & Crystal Falls Parkway	NA	NA	NA	Intersection Capacity Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$1,560,000	\$1,900,000	
	Add 4 enhanced crossings at US 183 & Crystal Falls Pkwy	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$45,000	\$60,000	
	Add 2 enhanced crossings at US 183 & County Glen St with Pedestrian Push Buttons	NA	NA	NA	Pedestrian Improvements	STP-MM	Quarter 4 - 2025/2026	0 - 5 Years	\$24,700	\$40,000	

	Project Description	Roadway	To	From	Type	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Planning Level Estimate	Inflated Estimate	Rounded Estimate
Project 4: Drainage Improvements	Installation of a curb and gutter (1.7 miles)	US 183	183A Toll Road	Hero Way	Roadway Improvements	Community Project Funding	Quarter 1 - 2030	5 - 10 Years	\$430,000	\$640,000	\$1,710,000
	Installation of a curb and gutter (1.8 miles)	US 183	Hero Way	Crystal Falls Pkwy	Roadway Improvements	Community Project Funding	Quarter 1 - 2030	5 - 10 Years	\$460,000	\$690,000	
	Installation of a curb and gutter (1 mile)	US 183	Crystal Falls Pkwy	Osage Dr	Roadway Improvements	Community Project Funding	Quarter 1 - 2030	5 - 10 Years	\$255,000	\$380,000	

	Project Description	Roadway	To	From	Type	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Planning Level Estimate	Inflated Estimate	Rounded Estimate
Project 5: Enhanced Railroad Crossings	Enhanced railroad crossings (2) with gates, near Heritage Grove Rd	US 183	NA	NA	Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 10 Years	\$3,000,000	\$4,450,000	\$71,110,000
	Enhanced railroad crossings (2) with gates at the San Gabriel railroad crossing	NA	NA	NA	Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 10 Years	\$3,000,000	\$4,450,000	
	Enhanced railroad crossings (2) with gates at Hero Way railroad crossing	NA	NA	NA	Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 10 Years	\$3,000,000	\$4,450,000	
	Enhanced railroad crossings (2) with gates at the South St railroad crossing	NA	NA	NA	Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 10 Years	\$3,000,000	\$4,450,000	
	Enhanced railroad crossings (2) with gates at private railroad crossing at Crystal Falls Pkwy	NA	NA	NA	Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 10 Years	\$3,000,000	\$4,450,000	
	Enhanced railroad crossings (2) with gates at private railroad crossing 800' north of Sheila Dr	NA	NA	NA	Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 10 Years	\$3,000,000	\$4,450,000	
	At grade crossings (3)				Pedestrian Improvements	RCE	Quarter 3 - 2028	0 - 10 Years	\$30,000,000	\$44,410,000	

	Project Description	Roadway	To	From	Type	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Planning Level Estimate	Inflated Estimate	Rounded Estimate
Project 6: Shared Use Path	Extension of Shared Use Path on the east side of US 183 to Tulum Ter (0.3 miles)	US 183	End of SUP at Pointe 183	Tulum Ter	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	\$180,000	\$220,000	\$3,060,000
	Extension of Shared Use Path on the east side of US 183 to San Gabriel Pkwy (0.2 miles)	US 183	End of SUP at Pointe 183	Tulum Ter	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	\$120,000	\$150,000	
	Construct Shared Use Path on the east side of the railroad line from San Gabriel Pkwy to Metro Dr (Leander Station Connection)	US 183	San Gabriel Pkwy	Metro Dr	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	\$335,000	\$410,000	
	Widen sidewalk at Leander Station to Shared Use Path width of 10' (0.35 miles)	US 183	Metro Dr	Hero Way	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	\$210,000	\$260,000	
	Construct Shared Use Path from Hero Way to Sonny Dr (1 mile)	US 183	Hero Way	Sonny Dr	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	\$590,000	\$720,000	
	Construct Shared Use Path from Sonny Dr to Crystal Falls Pkwy (0.8 miles)	US 183	Sonny Dr	Crystal Falls Pkwy	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	\$475,000	\$580,000	
	Construct Shared Use Path from Crystal Falls Pkwy to Osage Dr (1 mile)	US 183	Crystal Falls Pkwy	County Glen St	Pedestrian Improvements	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	\$590,000	\$720,000	

	Most Probable Grant Opportunity	First Grant Application Window	Project Timeline (from 2025)	Rounded Estimate
Project 7: New Parks	TPWD - Local Parks	Quarter 2 - 2026	0 - 5 Years	\$15,000,000
Project 8: Placemaking Efforts	NEA - Our Town	Quarter 2 - 2026	0 - 5 Years	\$1,200,000
Project 9: Corridor Reconstruction	TxDOT - TA or TASA	Quarter 4 - 2025/2026	0 - 5 Years	\$117,070,000



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

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

BACKGROUND:

During a recent City Council meeting, City Council members discussed the application of certain elements of the City's Roadway Impact Fee (RIF) program, particularly in relation to fees assessed for a change of use within existing developments. City Council affirmed that their primary intent for the RIF program was to mitigate the traffic impacts of new developments. Implications related to assessing RIF for changes of use within existing developments was not fully understood at the time of adoption and was one of the issues that they wanted to consider amending.

To address these concerns and provide greater clarity, staff recommends revising the RIF program by updating the ordinance with the following changes.

1. RIF Settle-Up Fees shall not apply in the following cases:
 - a. Tenant Finish-Outs, Remodels, and Certificate of Occupancy Changes for buildings permitted prior to January 7, 2023.
 - b. Tenant Finish-Outs, Remodels, and Certificate of Occupancy Changes where the calculated settle-up fee is \$2,000 or less.
 - c. Relocation of small, brick and mortar business from one commercial location within the City of Leander to another commercial location within the City of Leander.
2. RIF Study Update — The next update to the RIF Study is scheduled for 2027. This update will include a comprehensive evaluation of best practices for applying RIFs to tenant improvements and similar modifications.

Application Metrics Since January 7, 2024:

- 210 Total Applications
- 16 Applications Paid Settle-Up Fees
- 11 Applications Paid \$2,000 or Less

Had the proposed update been in place at the time of adoption, only two developments, those involving significant changes to building use, would have been subject to RIF fees. This change will accomplish the goal of not charging additional fees for small businesses submitting a change of tenant application. Staff is proposing the following definition of small business:

- An independently owned for-profit or non-profit entity with a physical Leander business address;

- Business must not be a subsidiary of a larger company nor a franchisee of a chain with more than five (5) franchises;
- Annual revenues of \$2,500,000 or less for the most recent twelve (12) month period;
- Ten (10) employees or less;
- Business operations established at least 1 year prior to making application for the discount;
- Proof of qualifications affidavit notarized by State of Texas notary; and
- Sexually Oriented Businesses, Vape Shops and Game Rooms are not eligible for this discount.

IMPACT FEE INFORMATION

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

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

In 2022, the City initiated a roadway impact fee study to determine what amount of fees should be assessed to recover the incremental cost of impacts from each new unit of development on arterial and collector roadways in Leander. Kimley-Horn and Associates (KHA), a planning and design engineering consultant, conducted the study. Leander City Council approved the Roadway Impact Fees ordinance after holding a briefing workshop in June 2022 and a public hearing in July 2022. The ordinance went into effect on January 7, 2023. The city started the collection of the fees on January 7, 2024.

Collections are based on a calculator that takes into account the trips associated with the proposed use. This fee is collected at the building permit stage. There is a set fee for a shell permit and then a settle-up fee at the change of tenant stage. There are cases where the development is permitted as a lower category, such as warehousing and then later converted to a higher intensity use. At the time of conversion, the additional fee is assessed to cover the change in use.

The City Council discussed the application of the RIF with regard to the change of tenant process during the September 4, 2025, meeting. Staff was tasked with investigating additional options for updates. After the meeting, staff investigated the option to create broad categories for the assessment rather than specific categories. It was discovered that this option would result in an increase in the fees as part of combination of the categories and, therefore, would not meet the intent of the direction provided by the City Council.

HISTORY/TIMELINE:

01/07/2023 RIF Ordinance Effective Date
 01/07/2024 RIF Collections Effective Date
 09/04/2025 Council Workshop to discuss RIF

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends the following updates to the ordinance:

1. RIF Settle-Up Fees shall not apply in the following cases:

- a. Tenant Finish-Outs, Remodels, and Certificate of Occupancy Changes for buildings permitted prior to January 7, 2023.
 - b. Tenant Finish-Outs, Remodels, and Certificate of Occupancy Changes where the calculated settle-up fee is \$2,000 or less.
 - c. Small Businesses
2. Future RIF Study Update
- a. The next update to the RIF Study is scheduled for 2027. This update will include a comprehensive evaluation of best practices for applying RIFs to tenant improvements and similar modifications.

PRESENTER:

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

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Discuss and consider directing staff on the Smart Code.

BACKGROUND:

The SmartCode was originally adopted in 2005 and subsequently updated in 2014. The purpose of the 2014 update was to make minor refinements to the code and to reduce the size of the Traditional Sectors designated within the SmartCode boundaries. These Traditional Sectors encompass the area bounded by San Gabriel Parkway, 183A Toll Road, Hero Way, and US 183. This area was selected for higher-intensity development due to its proximity to the train station, making it well-suited for transit-oriented growth.

As a result of the 2014 update, the Conventional Development Sector was expanded. This sector allows property owners the flexibility to develop under either the SmartCode or conventional zoning regulations.

The Transit-Oriented Development (TOD) district was established through the adoption of a Planned Unit Development (PUD) zoning designation. Within this framework, applicants may propose amendments to the PUD during the development process. City staff, under the direction of the City Council, has been implementing Traditional Sector standards within the core of the TOD.

On September 5, 2019, the City Council directed staff to revise the ordinance to make the SmartCode optional. This change was formally adopted on March 5, 2020. The updated ordinance allows property owners to request removal of their property from the TOD and SmartCode as part of a zoning application when they are ready to proceed with development.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Council Directive

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Discuss and consider action on moving the Thursday, February 5, 2026 regular council meeting to Tuesday, February 10, 2026, due to early voting for the February 7, 2026 Special Election taking place in Pat Bryson Municipal Hall, Council Chambers.

BACKGROUND:

Viewing the upcoming February 7, 2026 Special Election calendar, it appears the February 5, 2026, regular meeting of the City Council conflicts with early voting that will be taking place in the City Council chambers. It would be helpful with voting and security of the equipment to not have to remove the equipment for the City Council meeting and then set the equipment back up for voting the next morning. Recent practice has been to move regular City Council meetings that conflict with a holiday to the Tuesday of the following week. City staff proposes that this practice be followed for this meeting and reschedule it to Tuesday, February 10, 2026.

Early voting is scheduled to begin on Monday, January 26, 2026, and continue through Friday, February 6, 2026, including Saturday and Sunday with poll hours of 8:00 a.m. to 6 :00 p.m. each day. Election day is scheduled for Saturday, February 7, 2026, with poll hours of 7:00 a.m. to 7:00 p.m.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
11/6/2025

AGENDA SUBJECT:

Discuss and consider action on appointing up to three (3) councilmembers to a subcommittee to review the current boards, commissions, and committees composition and duties.

BACKGROUND:

At the October 16, 2025, regular meeting, the City Council discussed the composition and duties of the various boards, commissions, and committees. Following the discussion, the City Council desired to form a subcommittee to review each board, commission and committee and determine if changes were needed.

The subcommittee could consist of up to three (3) City Council members without creating a quorum and potentially violating the Open Meetings Act.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Council Directive

Fiscal Impact

Attachments: