



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



Pat Bryson Municipal Hall  
201 North Brushy Street - Leander, Texas  
Wednesday, December 10, 2025  
Briefing Workshop at 6:00 PM  
Regular Meeting at 7:00 PM

<b>Mayor – Vacant</b>	<b>Place 4 – Na'Cole Thompson, Mayor Pro Tem</b>
<b>Place 1 – Stephen Chang</b>	<b>Place 5 – Andrew Naudin</b>
<b>Place 2 – Michael Herrera</b>	<b>Place 6 – Becki Ross</b>
<b>Place 3 – David McDonald</b>	<b>City Manager – Todd Parton</b>

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 an update and discuss the current solid waste franchise agreement.

**REGULAR MEETING – CONVENE AT 7:00 PM**

4. Open Meeting, Invocation and Pledges of Allegiance.
5. Roll Call.
6. Public comments on items not listed in the agenda.

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

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

7. Special Guests and Visitors.
8. Recognitions and Proclamations.
  - Certificate of Recognition for Miguel Mercado

**CONSENT AGENDA: ACTION**

9. Approval of the minutes for meetings held on November 18, 2025 and November 20, 2025.
10. Approval of a temporary access easement for public access through the RockPointe Church property providing a connection from CR 177 to the intersection of Crystal Falls Parkway and Ronald W. Reagan Boulevard; located on the western side of one (1) parcel of land approximately 9.843 acres in size, more particularly described as Williamson Central Appraisal District Parcel R496905 addressed as 1070 CR

177, Leander, Texas, Williamson County; and authorize the City Manager to execute any and all necessary documents.

11. Approval of Amendment 2 to Task Order DRAIN-DAI-CIPS23-019 (Task Order DRAIN-DAI-CIPS23-019-02) for a total amount not to exceed \$30,880.00 with Doucet & Associates, Inc., for bidding, construction, and warranty phase services for drainage improvements at Leander Fire Station #1; and authorize the City Manager to execute any and all necessary documents.

<b>REGULAR AGENDA</b>
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12. Discuss and consider directing staff on Hill Country Hyzers Disc Golf Club Memorandum of Understanding (MOU).
13. Discuss and consider action on a Resolution expressing support for a collaborative partnership with the City of Cedar Park for the Martin Luther King, Jr. Day March and Celebration, and the Juneteenth Block Party Events; making findings of fact; and providing an effective date.
14. Council Member Closing Statements.
15. Convene into Executive Session pursuant to Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purpose.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding acquisition of properties for public purpose.

16. 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 21 day of November 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



**EXECUTIVE SUMMARY**  
**12/10/2025**

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**AGENDA SUBJECT:**

Approval of the minutes for meetings held on November 18, 2025 and November 20, 2025.

**BACKGROUND:**

Attached are the minutes for the special called meeting to canvass the November 4 Special Election to fill an unexpired term, Councilmember Place 3 held on November 18, 2025 and the regular meeting held on November 20, 2025.

**HISTORY/TIMELINE:**

**APPLICANT/AGENT:**

**RECOMMENDATION:**

**PRESENTER:**

Dara Crabtree, City Secretary

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**Fiscal Impact**

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**Attachments:**

1. Draft Minutes 11.18.2025
2. Draft Minutes 11.20.2025



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

City Hall - West Conference Room  
105 N. Bushy Street  
Tuesday, November 18, 2025  
Special Called Meeting at 1:30 PM



<b>Mayor – Vacant</b>	<b>Place 4 – Na'Cole Thompson, Mayor Pro Tem</b>
<b>Place 1 – Stephen Chang</b>	<b>Place 5 – Andrew Naudin</b>
<b>Place 2 – Michael Herrera</b>	<b>Place 6 – Becki Ross</b>
<b>Place 3 – David McDonald</b>	<b>City Manager – Todd Parton</b>

**SPECIAL CALLED MEETING – CONVENE AT 1:30 PM**

1. Open Meeting and confirm a quorum is present.

Opened meeting at 1:30 p.m. and confirmed a quorum was present with Mayor Pro Tem Thompson, Councilmember Chang and Councilmember Herrera being present.

2. Canvass the results of the Special Election held on November 4, 2025, to duly elect a Councilmember Place 3 to fill an unexpired term.

Motion: Approve an ordinance of the official results for the November 4, 2025 Special Election as they were read into the record.

By: Councilmember Herrera  
Seconded: Councilmember Chang

**Vote: 3 - 0**

3. Adjournment

Adjourned at 1:32 p.m.

APPROVED

\_\_\_\_\_  
MAYOR PRO TEM

ATTEST:

\_\_\_\_\_  
CITY SECRETARY



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



Pat Bryson Municipal Hall  
201 North Brushy Street - Leander, Texas  
Thursday, November 20, 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**

**BRIEFING WORKSHOP - CONVENE AT 6:00 PM**

1. Open Meeting.

Opened meeting at 6:01 p.m.

2. Roll Call.

Roll call reflected all present.

3. Receive a presentation on and provide direction to staff regarding a new community resource grant program that would be administered by and through the City, providing funding to one or more local community non-profit organizations that directly provide resources to residents which lessen the demand on City services.

Presentation included: samples of needs; focus group; gap analysis concerning safety, security, wellness and support; funding sources; options available; and distribution of funds.

4. Receive presentation on Old Town Master Plan.

Presentation included: plan overview; engagement highlights; plan framework; implementation; and next steps.

Briefing workshop adjourned at 6:49 p.m.

**REGULAR MEETING – CONVENE AT 7:00 PM**

5. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:02 p.m.; invocation was provided by Victoria Churdhri, Baha'i Community; and Mayor Pro Tem Thompson led the Pledges of Allegiance.

6. Roll Call.

Roll call reflected al present.

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

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

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

Steve Dowell, 20 Blackjack Circle, Belton, Texas - spoke on recent Water Symposium.

8. Recognition of Special Guest and Visitors.

9. Proclamations

- Blue Santa Program

10. Staff Reports

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

Water update included: 2025 inflows through October; Lakes Buchanan and Travis combined storage projections and comparison of 2019-2025 and 2008-2015; Lake Travis level projections; LCRA combined lake storage; drought soil moisture monitor; daily water usage; water usage, temperature and precipitation for October; and water connection growth from 2019 to present.

Senior Center update included: progress of activities completed; items pending and a timeline for completion.

11. Leander History presentation topic will be Native Americans of Leander.

Presentation included: native Americans; early Indian tribes, culture areas and linguistic stocks map; general range of indigenous tribes and language family; Quannah and Cynthia Parker.

<b>CONSENT AGENDA: ACTION</b>
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Motion: Approve consent agenda 12 through 24.

By: Councilmember Ross

Seconded: Councilmember Chang

**Vote: 6 - 0**

12. Approval of the minutes for meeting held on November 6, 2025.

13. Approval of an Ordinance ordering and establishing procedures, and setting the date for a runoff election for Councilmember Place 3; providing for the approval of election judges and voting clerks; and providing for related matters.

Aprobación de una ordenanza que ordena y establece procedimientos y fija la fecha para una segunda vuelta electoral para el puesto de concejal lugar 3; prevé la aprobación de los jueces electorales y los secretarios de votación; y dispone asuntos relacionados.

14. Approval of the Services Agreement between the City of Leander and Iron Brick Associates, LLC for the Adaptive Planning software and subscription services by Workday, Inc., and the implementation services by Strada U.S. Professional Services, Inc., for a term of three (3) years in the amount of \$254,744.00; and authorize the City Manager to execute any and all necessary documents.
15. Approval of the purchase two (2) heavy-duty trucks for Public Works from Mac Haik Ford; providing for one (1) 2026 Ford F-450 utility crew truck to replace a vehicle at a cost of \$95,005.75 and one (1) 2026 Ford F-550 to be added to the Public Works departmental fleet at a cost of \$85,921.75 for a total amount of \$180,927.50 through The Houston Galveston Area Council Cooperative Purchasing (HGAC) Contract VE05-24; and authorize the City Manager to execute any and all necessary documents.
16. Approval of an agreement with Viking Construction, Inc., for microsurfacing pavement preservation services in the amount of \$140,000.00 through an interlocal agreement between the City of Leander and the City of Grand Prairie that allows the City of Leander to utilize the City of Grand Prairie's Solicitation 17041 for Micro Surfacing and Slurry Seal work; providing for all labor, materials, equipment, traffic control, and supervision necessary to complete the project in accordance with City specifications to include preparation, mix design, application, curing, and cleanup; and authorize the City Manager to execute any and all necessary documents.
17. Approval of Amendment 3 to Task Order KFA-56 with K Friese & Associates, Inc., relating to the Sandy Creek Water Treatment Plant (SCWTP) residuals management improvements and addition of redundant treatment module project (CIP W.69), for additional professional service hours necessary to cover increased coordination efforts, such as site visits, progress meetings and other construction management activities in the amount of \$72,095.50 for a new total contract amount of \$1,485,090.50; and authorize the City Manager to execute any and all necessary documents.
18. Approval of procurement and annual licensing of Procore Project Management Pro application and related modules for the Capital Improvements Program (CIP) from Carahsoft Technology Group utilizing cooperative purchasing DIR Contract DIR-CPO-5687 in the amount of \$107,060.17; and authorize the City Manager to execute any and all necessary documents.
19. Approval of a Special Event Permit for the Old Town Christmas Festival and related events to be held on December 6, 2025, from 10:00 a.m. to 9:00 p.m. in Old Town Park, public roads, and the surrounding area.
20. Approval of an agreement with FireBlast Global for the replacement of TL Fire System 3-2 main panel in the fire training tower's gas-fired training props that sustained damage due to water intrusion in the amount of \$75,256.00; and authorize the City Manager to execute any and all necessary documents.
21. Approval of the Second Reading of an Ordinance 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 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.
22. Approval of Task Order BGE-6 under Agreement for Professional Services with BGE, Inc., for supplemental engineering support services in the amount of \$80,000.00; and authorize the City Manager to execute any and all necessary documents.
23. Approval of Task Order No. MATLT-AAI-CIPS23-019-13 for Material Testing Services for Wildspring Phase 2 to Arias & Associates, Inc., LLC in the amount of \$61,952.50; and authorize the City Manager to execute all necessary documents.
24. Approval of an Ordinance authorizing uses for the tree mitigation in lieu fees.

**REVISED REGULAR AGENDA**

25. Discuss and consider action regarding Significant and Heritage Tree Removal requests associated with Subdivision Case PP-25-0070 regarding Lost Woods Estates Preliminary Plat on one (1) parcel of land 28.12 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R338811; and generally located southeast of the intersection of Mineral Drive and CR 175, Leander, Williamson County, Texas.

Motion: Approve significant and heritage tree removal request.

By: Councilmember McDonald  
Seconded: Councilmember Ross

**Vote:** 6 - 0

26. Discuss and consider action on a Resolution finding Public Convenience and Necessity and authorizing the use of eminent domain to condemn, if necessary, 0.7509 acres of land in fee simple and a 0.3086 acre drainage and grading easement (both as described in Exhibits “A” and “B” to the Resolution, respectively) from those two (2) certain tracts of land totaling 7.733 acres conveyed to Billy Jack Carter and recorded at Document Number 2022028373 of the official public records of Williamson County, Texas, for the public use and purpose of construction of public roadway improvements and infrastructure.

Motion: Approve the City of Leander to authorize the use of the power of eminent domain to acquire 0.7509 acres of land in fee simple and a 0.3086 acre drainage and grading easement from property owned by Billy Jack Carter and described in Agenda Item 26 for the public use of constructing and operating public roadway improvement infrastructure improvements. [Roll Call Vote]

By: Mayor Pro Tem Thompson  
Seconded: Councilmember McDonald

**Vote:** 6 - 0

27. Discuss and consider action on casting ballot for Williamson Central Appraisal District Board of Directors.

Motion: Approve splitting 120 votes with 60 for Jon Lux and 60 for Clint Stephenson, following a discussion.

By: Councilmember McDonald  
Seconded: Councilmember Chang

**Vote:** 6 - 0

28. Discuss and consider action on moving the Thursday, December 4, 2025 regular council meeting to Wednesday, December 10, 2025, due to early voting for the Runoff Election to the November 4, 2025 Special Election taking place in Pat Bryson Municipal Hall, Council Chambers.

Motion: Approve moving the December 4, 2025 regular meeting to December 10, 2025.

By: Mayor Pro Tem Thompson  
Seconded: Councilmember Naudin

**Vote: 6 - 0**

29. Council Member Closing Statements.

Stephen Chang - wished everyone a happy Thanksgiving.

Michael Herrera - wished everyone a happy Thanksgiving and stated he had lots to be thankful for.

David McDonald - wished everyone a happy Thanksgiving and asked everyone to remember those less fortunate.

Andrew Naudin - stated today New Jersey was first state to ratify the Bill of Rights; AC/DC released their first album in 1981; wished everyone a happy Thanksgiving; and giving machine Like the World located at the Crossover.

Becki Ross - wished everyone a happy Thanksgiving and safe travels.

Na'Cole Thompson - stated dinner came from Texas Road House; wished everyone a happy Thanksgiving; reminded everyone of Blue Santa and upcoming events.

30. Convene into Executive Session pursuant to:

1. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purposes; and
2. Section 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property for the Hero Way West Elevated Storage Tank and Waterline (CIP W.55); and
3. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel Brushy Creek Regional Wastewater System construction; and
4. 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 EDA -25-009.

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

1. Acquisition of properties for public purposes; and
2. Acquisition of property for the Hero Way West Elevated Storage Tank and Waterline (CIP W.55); and
3. Brushy Creek Regional Wastewater System construction; and
4. Chapter 380 Agreement for EDA -25-009.

Convened into Executive Session at 7:57 a.m.; reconvened into open session at 8:41 p.m.

1. No action.
2. No action.
3. No action.
4. No action.

31. Adjournment

Adjourned at 8:42 p.m.

APPROVED

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MAYOR PRO TEM

ATTEST:

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CITY SECRETARY



**EXECUTIVE SUMMARY**  
**12/10/2025**

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**AGENDA SUBJECT:**

Approval of a temporary access easement for public access through the RockPointe Church property providing a connection from CR 177 to the intersection of Crystal Falls Parkway and Ronald W. Reagan Boulevard; located on the western side of one (1) parcel of land approximately 9.843 acres in size, more particularly described as Williamson Central Appraisal District Parcel R496905 addressed as 1070 CR 177, Leander, Texas, Williamson County; and authorize the City Manager to execute any and all necessary documents.

**BACKGROUND:**

In December 2023, the City closed the low-water crossing on CR 177, located between Ronald W. Reagan Boulevard and CR 175, due to safety concerns. Since the closure, the City has received feedback from area residents and RockPointe Church regarding increased traffic challenges. These concerns stem from recent commercial development along Ronald W. Reagan Boulevard and the addition of new residential subdivision construction along CR 177.

In response, City staff collaborated with local residents and RockPointe Church to develop a plan that would provide a secondary egress point for the area. The proposed solution involves allowing public access from CR 177 through the western driveway of the church parking lot, and extending to the northern property line of the church where it adjoins City property. The public access would then be extended through the City property where it would ultimately connect to the intersection of Crystal Falls Parkway and Ronald W. Reagan Boulevard. This plan includes the construction of a new drive north of the church parking lot and modifications to the traffic signal at the intersection with Crystal Falls Parkway.

The purpose of this agenda item is to authorize the City Manager to execute a temporary access easement agreement with RockPointe Church. This easement will facilitate public egress through church property to provide the needed secondary egress. The agreement will be subject to the following conditions:

1. The easement shall remain open and accessible to the public at all times.
2. The easement access to Ronald W. Reagan Boulevard and Crystal Falls Parkway shall terminate upon the earlier of:
  - a. Commencement of the Crystal Falls Parkway extension east of Ronald W. Reagan Boulevard; or
  - b. Nine (9) years and 364 days from the date of execution of the agreement.
3. Upon completion of the road project, the church shall receive a permanent driveway connection to Crystal Falls Parkway.
4. The City may improve and maintain the easement as necessary to accommodate construction vehicles.
5. Upon termination of the easement, the City shall restore the area to its original condition.

**HISTORY/TIMELINE:**

12/07/2023 City Council approved the closing of the low-water crossing

**APPLICANT/AGENT:**

City of Leander

**RECOMMENDATION:**

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

1. Approve the proposed temporary access easement; or
2. Deny the temporary access easement.

Staff recommends Option 1 listed above – Approve the temporary access easement. This option supports a collaborative approach to solving a safety concern for the area.

**PRESENTER:**

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

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**Fiscal Impact**

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**Attachments:**

1. Draft Temporary Access Easement with Exhibit A
2. Egress Route - City and Church Properties (Aerial View)

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

STATE OF TEXAS )  
 )  
COUNTY OF WILLIAMSON )

**TEMPORARY ACCESS EASEMENT**

**DATE:** \_\_\_\_\_

**Grantor:**  
**Grantor Address:**

**Grantee:** The City of Leander, Texas  
**Grantee Address:** 105 N. Brushy Street, Leander, TX 78646

**Lienholder:**

**Easement Property:**

**GRANTOR**, for good and valuable consideration the receipt and sufficiency thereof is hereby acknowledged, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, a non-exclusive temporary easement for the purpose of Grantee and public egress across the Easement Property in the location described and shown in **Exhibit A** attached hereto and incorporated by reference herein for all purposes (the, “Temporary Access Easement”) subject to the following terms and conditions:

1. The Temporary Access Easement is for the use and purpose of Grantee and public access limited to those modes of transportation permitted on local and state highways and subject to federal, state, and local statutes, ordinances, regulations, and limitations.
2. The Temporary Access Easement shall remain accessible at all times and Grantor shall not cause the Temporary Access Easement to be closed or access restrained.
3. The Temporary Access Easement and access to Ronald W. Reagan Boulevard and Crystal Falls Parkway signal shall terminate upon the occurrence of the earliest of (1) the commencement of the Capital Improvements Program Project T.63 Crystal Falls Parkway East Extension to CR 175 (the “Project”), or (2) nine years 364 days from the date as it first appears above. The Project shall include driveway access for the Property in a location designated by the Grantee, with input from the Grantor.
4. The Temporary Access Easement is not a public dedication and the Grantor retains all rights not conveyed herein.
5. The Grantee is permitted to improve and maintain the Temporary Access Easement in such manner and condition as is required for the easement purposes stated herein and construction vehicles used by Grantee for such purpose shall be authorized to use the Temporary Access Easement.
6. Upon the termination of the Temporary Access Easement, the Grantee shall return the Temporary Access Easement as reasonably close to such condition as it existed prior this grant of easement.

**TO HAVE AND TO HOLD** the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby binds itself, its heirs, executors, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

When the context requires, singular nouns and pronouns include the plural.

Dated as of the date first written above but acknowledged as of the dates set forth below.

**GRANTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**THE STATE OF** \_\_\_\_\_

§

**COUNTY OF** \_\_\_\_\_

§

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, Grantor herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_ day of \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public-State of \_\_\_\_\_

**CONSENT OF LIENHOLDER**

**THE UNDERSIGNED**, being the holder of a lien on the property of which the Temporary Access Easement is a part, pursuant to the \_\_\_\_\_, dated \_\_\_\_\_, recorded in Document No. \_\_\_\_\_ of the Official Public Records of Travis County, Texas, hereby consents to the foregoing Temporary Access Easement and agrees that its lien is subject and subordinate to the Temporary Access Easement, and that the undersigned has authority to execute and deliver this Consent of Lienholder, and that all necessary acts necessary to bind the undersigned lienholder have been taken.

**NAME OF LIENHOLDER:**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF** \_\_\_\_\_ **§**

**COUNTY OF** \_\_\_\_\_ **§**

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, Lienholder herein, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that [s]he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** on this the \_\_\_ day of \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public-State of \_\_\_\_\_

**ACCEPTED:**  
**GRANTEE: City of Leander, Texas:**

\_\_\_\_\_

By:

Name:

Title:

**THE STATE OF TEXAS**

§  
§

**COUNTY OF TRAVIS** §

**BEFORE ME**, the undersigned authority, a Notary Public in and for said County and State, on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the City of Leander, Texas and executed this document on behalf of the City of Leander, Texas.

(SEAL)

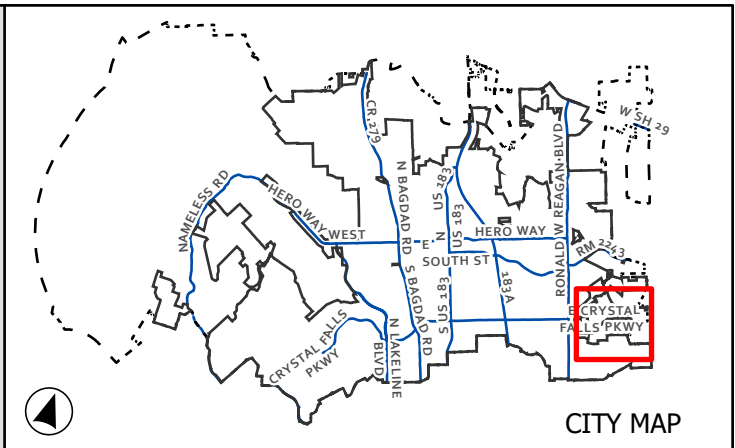
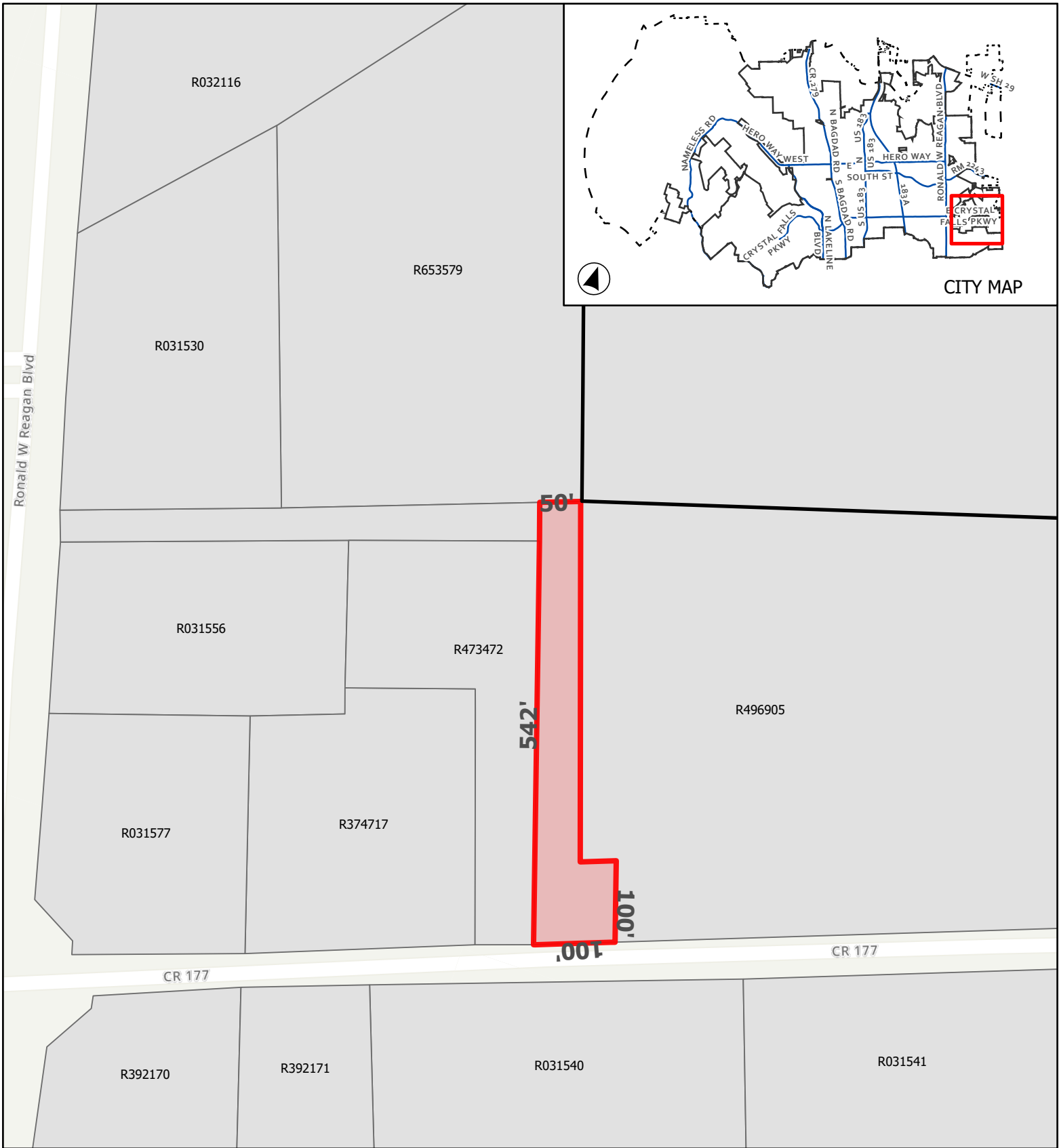
\_\_\_\_\_  
Notary Public-State of Texas

**AFTER RECORDING RETURN TO:**

City of Leander Texas  
Attn: City Secretary  
105 N. Brushy St.  
Leander, TX 78646

**EXHIBIT A  
TEMPORARY ACCESS EASEMENT**

DRAFT



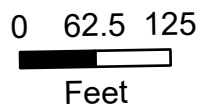
**EXHIBIT A**

**Location Map**



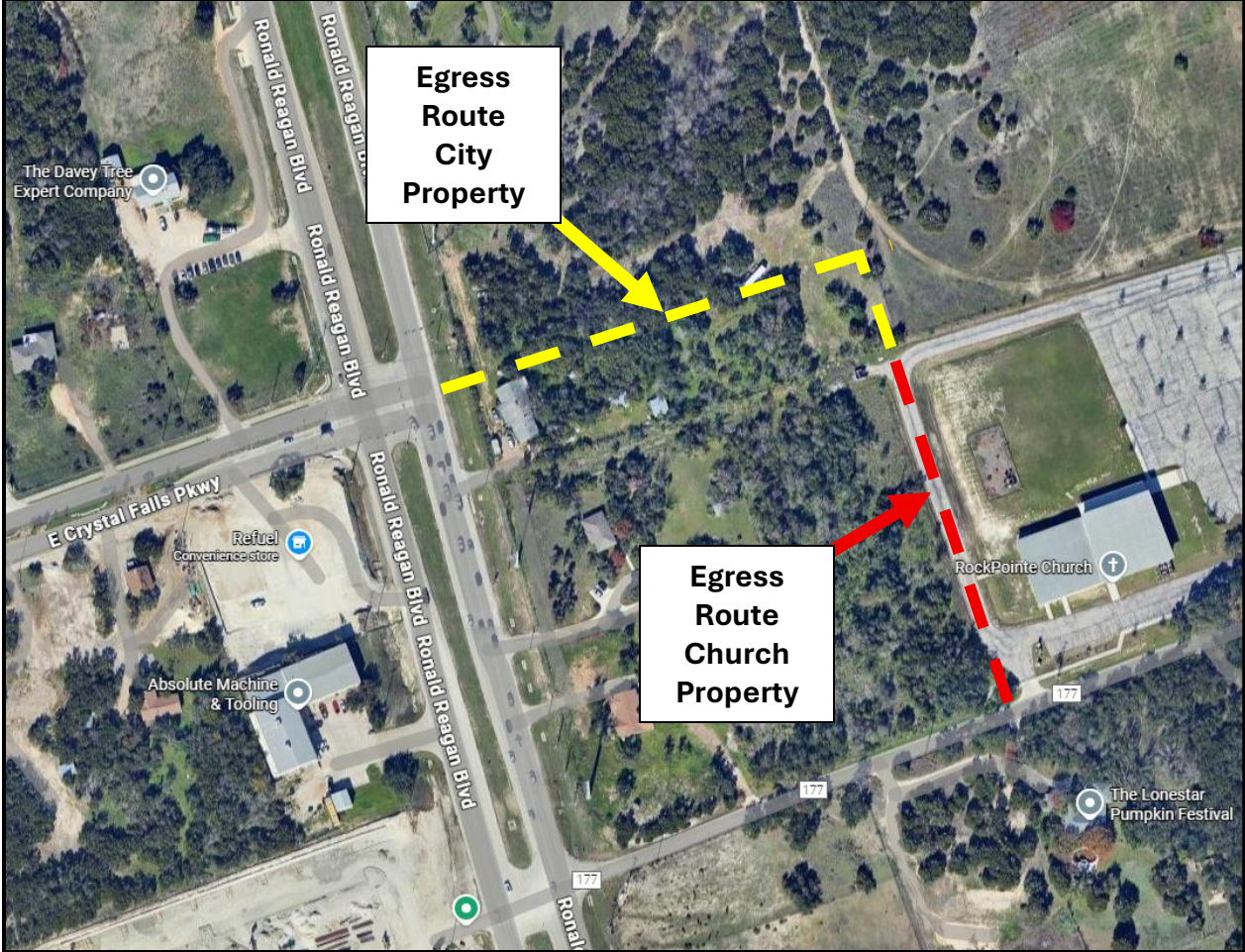
 City Limits  
 ETJ

 Subject Boundary



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

Egress Route – City and Church Properties  
Aerial View





**EXECUTIVE SUMMARY**  
**12/10/2025**

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**AGENDA SUBJECT:**

Approval of Amendment 2 to Task Order DRAIN-DAI-CIPS23-019 (Task Order DRAIN-DAI-CIPS23-019-02) for a total amount not to exceed \$30,880.00 with Doucet & Associates, Inc., for bidding, construction, and warranty phase services for drainage improvements at Leander Fire Station #1; and authorize the City Manager to execute any and all necessary documents.

**BACKGROUND:**

City of Leander Fire Station #1 is located at 640 W. San Gabriel Parkway and shares a common property line with several homes located at the terminus of the Millflower Spring cul-de-sac. These parcels are part of the Oak Creek Subdivision. Stormwater tends to pool at the southeast corner of the fire station property and overflow onto the adjacent residential lots, having a significant impact during moderate to heavy rainfall events.

The City engaged Doucet & Associates, Inc., (Doucet) to conduct a drainage study and design a drainage solution pursuant to Task Order DRAIN-DAI-CIPS23-019 and Amendment No. 1 to the task order (Task Order DRAIN-DAI-CIPS23-019-01). Doucet has completed its work and the City is now ready to initiate bidding and construction. It is estimated that the drainage work will cost approximately \$500,000 and the project will be included in the draft capital improvements program (CIP) scheduled for presentation to the City Council in December.

City staff is requesting Amendment 2 to add bidding, construction, and warranty phase services to the task order. Should this amendment be approved, City staff anticipate that the work would be bid early in 2026 with construction being completed in fall of 2026. With proposed Amendment 2, the total authorized compensation for the Doucet task order increases from \$68,285.00 to \$99,145.00.

**HISTORY/TIMELINE:**

02/15/2024 – Council approved Master Professional Service Agreement DRAIN-DAI-CIPS23-019 with Doucet & Associates, Inc.

09/05/2024 – Council approved Task Order DRAIN-DAI-CIPS23-019-01 to analyze drainage and design improvements at Leander Fire Station #1 in the amount of \$54,685.00 under Master Professional Service Agreement DRAIN-DAI-CIPS23-019 with Doucet & Associates, Inc.

09/12/2025 – Council Approval of Amendment 1 to Task Order DRAIN-DAI-CIPS23-019-01 to include permitting and pre-bid phase services in the amount of \$13,580.00 with Doucet & Associates, Inc.

**APPLICANT/AGENT:**

**RECOMMENDATION:**

City staff recommend approval of Amendment 2 to Task Order DRAIN-DAI-CIPS23-019 for bidding, construction, and warranty phase services for drainage improvements at Leander Fire Station #1 in a total amount not to exceed \$30,880.00; and authorize the City Manager to execute any and all necessary documents.

**PRESENTER:**

Emily D. Truman, PE, CFM, PMP, City Engineer

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**Fiscal Impact**

<b><u>Amount requested:</u></b>	\$30,880.00
<b><u>Approved in current budget (Yes / No):</u></b>	Yes
<b><u>Expenditure (New / Amended):</u></b>	Amended
<b><u>Recurring or one-time:</u></b>	One-time
<b><u>Fund source (Operating / Utility / etc.):</u></b>	Operating Contract Labor 01-22-5600

---

**Attachments:**

1. Leander FS01 Amendment 2 Task Order
2. Fire Station #1 - Drainage Area Aerial Map

**TASK ORDER FOR PROFESSIONAL SERVICES**

**Amendment 2 TO TASK ORDER NO. DRAIN-DAI-CIP23-019-01**

This will constitute authorization by the City of Leander, Texas (Owner), for Doucet & Associates, Inc. (Engineer), to proceed with the following described engineering services.

**DRAINAGE IMPROVEMENTS AT LEANDER FIRE STATION 1**

**A. PROJECT DESCRIPTION**

Drainage design services associated with the Leander Fire Station #1 on San Gabriel Parkway. The goal of the project is to provide engineering solutions to mitigate the existing drainage flows from Fire Station 1 towards the residences of Oak Creek subdivision.

**B. SCOPE OF SERVICES**

Doucet & Associates, Inc. will provide design services as described in the attached Scope of Services.

**C. DELIVERABLES**

Doucet & Associates, Inc. will provide deliverables as described in the attached Scope of Services.

**D. BASIS OF COMPENSATION**

The total compensation for the DRAINAGE IMPROVEMENTS AT LEANDER FIRE STATION 1 PROJECT shall be based on time and material based on rate schedule as established in Attachment A for total amount not to exceed \$30,880.00. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

**E. TIME FOR COMPLETION**

The Engineer will work expeditiously to complete the services described herein. Design phase services are anticipated to take approximately 20 months.

**F. ATTACHMENTS**

Attachment A – DOUCET PROPOSAL

Doucet & Associates, Inc. will begin work as soon as authorized and as services are requested. Design and construction phase services are anticipated to be completed within 20 months after notice to proceed.

APPROVED:

CITY OF LEANDER, TEXAS

By \_\_\_\_\_


Title \_\_\_\_\_

Attest \_\_\_\_\_

Date \_\_\_\_\_

ACCEPTED:

DOUCET & ASSOCIA

By 

Title Director - Public Works & Water Resources

Attest 

Date 11/11/2025

November 11, 2025

Emily Truman, P.E., CFM, PMP  
City of Leander Engineering  
201 N Brushy Street  
Leander, TX 78641

**RE: Additional Services Request for Civil Engineering Services –  
Bid Phase Support, Construction Administration Assistance, and Warranty Phase  
City of Leander CIPS23-019 Professional Services Prequalified List**

Dear Ms. Truman,

Per your request, Doucet & Associates, Inc. (Doucet) is pleased to submit this engineering services proposal to City of Leander Engineering (CoLE) for additional civil engineering services associated with the proposed improvements at the Leander Fire Station #1 on San Gabriel Parkway.

## **PROJECT DESCRIPTION**

CoLE desires the development of site improvements for the drainage concerns of the Leander Fire Station 1 at 660 San Gabriel Parkway. Doucet's work previously completed for this project included deliverables at the schematic design, final design, and construction documents phases. CoLE wishes to move forward now with bidding the project through construction of the proposed improvements and warranty phase. Based on recent coordination with CoLE, it is our understanding that Doucet will be responsible for the following scope of basic services.

## **SCOPE OF BASIC SERVICES**

### **1. Bid Phase Services**

Upon written authorization to proceed from the City of Leander (CoLE), Doucet will provide bid phase services in support of CoLE for all items associated with Doucet's design improvements. Doucet will assist CoLE with response to any bidder questions, assist in producing addenda as required, and will issue a letter of recommendation for award of contract for City Council approval.

Doucet will attend one (1) non-mandatory pre-bid meeting to be held virtually via teleconference for all interested bidders. Doucet will prepare an agenda, a sign-in sheet, and will distribute minutes following the conference to all attendees. Any questions or issues raised that require revisions to the construction documents will be captured in an addendum and distributed to all bidders during the solicitation period.

### **2. Construction Administration Assistance**

Upon the City's selection of an approved contractor, Doucet will provide construction phase support and general representation services for all construction activities associated with Doucet's designed improvements. Doucet anticipates the following work items for this task:

- a. Pre-Construction Conference and Construction Kick-off – Doucet will attend one (1) pre-construction conference with CoLE, Fire Station 1 Operators, the Contractor, project related support staff, and project stakeholders. Construction materials testing will be the contractor's responsibility. The

contractor will identify which testing lab they intend to use, will be responsible for scheduling testing activities, and will be responsible for sharing reports/results with the project management team (e.g. soil compaction density reports, utility pressure & sanitation tests, etc.).

- b. Client meetings and Contractor coordination – Doucet anticipates a six (6) month duration from contractor authorization to proceed to final construction completion and final owner acceptance. Doucet anticipates bi-weekly remote meetings with the Owner, project related support staff, and Contractor throughout the duration of construction. Doucet is also budgeting for up to three (3) meetings with the Owner either at the site, in person, or remote to discuss the project and design details in more depth.
- c. Contractor Submittal Review – Doucet will review materials and documentation provided by the contractor for items designed by Doucet to evaluate appropriateness and adherence to project designs and specifications. Doucet assumes review of up to ten (10) submittal packages for this task. If the Contractor requests substantial deviations from the proposed equipment, materials, or installation methods included in the approved and permitted plans and specifications which require further investigations, analyses, permitting, and/or studies, this effort is an additional service. Examples include alternative pavement materials or sections, alternative materials for storm pipes or structures, or any item requiring additional engineering analysis or redesign of elements within the approved and permitted construction documents.
- d. Contractor Request for Information (RFI) Review – Doucet will review Contractor RFIs and coordinate solutions with the design team, project related support staff, and City of Leander. Doucet assumes work for this phase will include design drawing revisions and re-issue, coordination meetings, and review of documents and materials submitted by the Contractor. Doucet assumes review of up to ten (10) RFIs for this task.
- e. Final walkthrough, punch list, and concurrence – Doucet will conduct a site visit review (walk-through) in concert with City of Leander, the Contractor, and project stakeholders to inspect the construction of the improvements for conformance with the substantial completion requirements of the construction documents prepared by Doucet. Following the walk-through, Doucet will issue a punch list of any remaining construction work to be corrected or completed for conformance with the substantial completion requirements and will conduct a second walk-through inspection to confirm satisfactory completion of any punch list items. Upon satisfactory completion of construction items and/or corrections, Doucet will issue the engineer’s letter of concurrence of final completion of the improvements in accordance with the construction documents prepared by Doucet.
- f. Record Drawings – Doucet will revise the Issued for Bid (IFB)/Issued for Construction (IFC) drawings in accordance with the construction information furnished by the Contractor, reflecting any changes in the project scope due to field direction, RFIs, or other deviations from the construction documents prepared by Doucet. Doucet will issue a digital PDF file of the Record Drawings and submit them to CoLE for final acceptance.

### 3. Warranty Phase

Conduct in concert with CoLE Project Manager, and Contractor a site visit review of the construction of the improvements for conformance with the one-year warranty completion requirements of the Construction Documents (CD) prepared by Doucet and will issue a punch list of construction work to be corrected for one-year warranty compliance; will conduct a second site visit review of the final completion of the one-year warranty corrections; and will issue the engineer’s letter of concurrence of one-year warranty completion of

the improvements upon Contractor final completion of warranty punch list items in accordance with the Construction Documents (CD) prepared by Doucet.

## **EXCLUSIONS**

- Doucet will endeavor to protect City of Leander in providing these services; however, it is understood that Doucet does not guarantee the Contractor's performance, nor is Doucet responsible for supervision of the Contractor's operation and employees. Doucet shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. Doucet shall not be responsible for the acts or omissions of any person (except its own employees or its own agents) at the Project site or otherwise performing any of the work for the project.
- Structural, geotechnical, environmental, survey, or other disciplines outside of civil engineering services are not included.
- Jurisdictional coordination or permitting with any agency (TxDOT, TCEQ, etc.) other than working with the City toward acquisition of a Construction/Development Permit is not included in this scope.
- It is anticipated that the area of disturbance will be under one acre and therefore a Stormwater Pollution Prevention Plan will not be required.

## **ASSUMPTIONS**

- Available data (e.g., topography, soils, land use) is current and of sufficient resolution.
- Site access will be provided for field reconnaissance if required.
- Reproduction expenses that are reimbursable by the City of Leander under the Professional Services Agreement shall be billed at cost.
- Environmental assessment, structural design of non-City standard structural elements (e.g. retaining walls and ramps), fire apparatus access drive, pavement design, connectivity improvements to connections to existing hike/bike trails and to exterior facilities, on-site storm water detention, on-site storm water quality treatment to comply with TCEQ or COA treatment requirements, license agreement preparation, easement preparation, Unified Development Agreement preparation, and variance preparation/processing services are not included in this proposal.
- Changes to the final site plan, approved by the City at the end of the Design Development Phase (received by Doucet for the preparation of Construction Documents and the Site Development Permit application) that are inconsistent with or contradict prior approvals given by the City of Leander Engineering will require an additional services proposal to cover costs in modifying engineering work and site development plans completed to date. Submission of a Site Development Permit application or Site Plan Correction to CoLE DSD for approval of changes to an approved Site Plan shall be considered as additional services.
- Doucet will not be responsible for delays caused by City reviewer and/or approval department, addressing additional comments requested by reviewer(s).
- Jurisdictional fees for review, permitting, tests, inspection fees, etc. are the responsibility of others.
- Doucet will attend no jurisdictional hearings or meetings.
- Should CoLE request changes to the above-defined SCOPE OF SERVICES or if additional services are requested, all incurred costs shall be billed on a time and materials basis. An estimate of additional costs

will be provided and approved prior to proceeding with the project. Work shall not proceed until a Notice to Proceed has been issued by City of Leander.

**SCHEDULE**

Doucet anticipates the following project schedule. In order to estimate date milestones for reference, we have assumed receipt of the Notice to Proceed (NTP) as November 17, 2025.

- Items 1 – Bid Phase completed by January 30, 2026
- Item 2a – Pre-Construction Conference (held virtually and in-person on December 8, 2025)
- Items 2b – Construction progress meetings February 2026 - August 2026 (six-month duration through construction)
- Item 2c – Contractor submittal review through March 2026
- Item 2e – Final walkthrough, punch list, and concurrence by August 2026
- Item 2f – Record drawings August – September 2026 (at conclusion of Item 2e)
- Item 3 – To commence 1 year after final completion of constructed improvements, 1 month duration anticipated

**COMPENSATION**

Doucet proposes to perform our Scope of Basic Services as described herein based on a lump sum basis for a total not to exceed fee of **\$30,880**. The proposed scope of work is categorized by task below and is detailed in Attachment 1 – Doucet Labor Breakdown.

<b>Task Description</b>	<b>Fee</b>	<b>Estimated Duration</b>
Bid Phase Assistance	\$ 5,830.00	Two (2) months
Construction Admin. Assist.	\$ 20,180.00	Six (6) months
Warranty Phase	\$ 4,870.00	Twelve (12) months
<b>Total:</b>	<b>\$ 30,880.00</b>	

**APPROVAL**

If you agree to the terms set forth in this proposal and the attachments, please provide written acceptance and Notice to Proceed (NTP). If you have any questions regarding this proposal and the attachments, please feel free to contact me. We appreciate the opportunity to provide this proposal and look forward to continuing to support the City of Leander.

Sincerely,



Rob Clark, PE  
 Director – Public Works and Water Resources  
 Doucet & Associates, Inc.  
 TBPELS Engineering Firm # 3937  
 TBPELS Survey Firm # 10194551

Attachments

- 1. Labor Breakdown

ATTACHMENT 1  
 Manhour Labor Fee Summary  
 Leander Fire Station 1 - Additional Services for Drainage Improvements  
 Bid, Construction, Warranty, and Additional Drainage Analysis

<b>Leander FS01 Drainage Improvements</b>							
City of Leander, Texas - Doucet Proj. No. 2181004.010R							
<b>Task Description</b>	<b>Senior Program Manager (\$290/Hr.)</b>	<b>Proj. Mngr. I (\$195/Hr.)</b>	<b>Proj. Engr III (\$165/Hr.)</b>	<b>Engr. Assoc. II (\$150/Hr.)</b>	<b>Sr. Civil Tech. (\$165/Hr.)</b>	<b>Task Budget</b>	
<b>Add Services</b>							
1. Bid Phase Services	2	4	8	10	10	\$ 5,830.00	
2. Construction Administration	4	12	32	32	40	\$ 20,180.00	
3. Warranty Period	2	4	4	8	10	\$ 4,870.00	
<b>Subtotal of Engineering Labor Manhours and Costs</b>	<b>8</b>	<b>20</b>	<b>44</b>	<b>50</b>	<b>60</b>	<b>\$ 30,880.00</b>	
					<b>TOTAL FEE</b>	<b>\$ 30,880.00</b>	

**Fire Station #1  
Aerial View**





**EXECUTIVE SUMMARY**  
**12/10/2025**

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**AGENDA SUBJECT:**

Discuss and consider directing staff on Hill Country Hyzers Disc Golf Club Memorandum of Understanding (MOU).

**BACKGROUND:**

The Parks and Recreation Department is seeking City Council discussion and direction regarding updates to the existing Memorandum of Understanding (MOU) with the Hill Country Hyzers Disc Golf Club (HCH). The MOU is attached for reference. The proposed updates would expand the scope of the agreement to include the installation of a new disc golf course at Devine Lake Park, while also updating roles and responsibilities for both parties, outlining funding support, data reporting expectations, initiating cost-sharing discussions with HCH, and supporting long-term planning for additional disc golf amenities, including the exploration of a future third course.

The City and HCH have an established partnership, formalized through a five (5) year MOU in 2024, which outlines shared responsibilities for the maintenance and improvement of the Benbrook Ranch Park Disc Golf Course. That course has been a successful community asset, supported by a 2022 redesign project involving HCH, Mint Discs, and Oise Disc Golf Design. The City maintains the course and the HCH programs activities and monitors course conditions.

To ensure continued access to disc golf during the upcoming construction of the North Brushy Creek Interceptor Project at Benbrook Ranch Park, which will temporarily disrupt the existing course, staff and HCH propose the addition of a new, beginner-friendly course at Devine Lake Park. This course would serve as a secondary location within the park system and provide an accessible option for new players and families. A proposed design is attached for reference.

The estimated cost for the Devine Lake course is approximately \$20,000.00. HCH has expressed interest in participating in cost-sharing for the project, similar to past collaborations.

In addition, there is long-term interest in identifying a location for a third disc golf course within the City. A future course would require approximately 40 acres and would support growing community demand for recreational disc golf opportunities.

Staff is requesting Council direction on:

- Updating the current MOU to include the Devine Lake Park disc golf course project; updating roles and responsibilities for both parties, outlining funding support, and data reporting;
- Proceeding with planning and cost-sharing discussions with HCH; and
- Exploring potential sites for a third course as part of future parks planning.

**HISTORY/TIMELINE:**

11/08/2022 - Executed MOU between the City and HCH for improvements to the Benbrook Ranch Disc Golf Course.

01/18/2024 - Council approved MOU between the City and HCH for operations and use of the Benbrook Ranch Disc Golf Course.

**APPLICANT/AGENT:**

**RECOMMENDATION:**

City staff recommends that the City Council direct that:

- the current MOU with the Hill Country Hyzers (HCH) be updated to include additional disc golf course projects; updating roles and responsibilities for both parties, outlining support, and data reporting;
- to proceed with planning and cost-sharing discussions with HCH to construct a second disc golf course at Devine Lake Park; and
- to explore potential sites for a third course to be incorporated as part of future parks planning.

**PRESENTER:**

Ashlea Boyle, Director of Parks and Recreation

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**Fiscal Impact**

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**Attachments:**

1. Hill Country Hyzers Disc Golf Club - MOU - 11.08.2022
2. Hill Country Hyzers Disc Golf Club - MOU - 01.18.2024
3. Devine Lake Park Proposed Disc Golf Course Design

**MEMORANDUM OF UNDERSTANDING**  
**JOINT PROPERTY ENHANCEMENT PROJECT BY**  
**CITY OF LEANDER PARKS AND RECREATION**  
**AND**  
**HILL COUNTRY HYZERS DISC GOLF CLUB**

**To:** Mark Tummons, Parks and Recreation Director, City of Leander  
Christopher Albert, Hill Country Hyzers Board Member  
Alexander 'Xan' Erwin, Hill Country Hyzers Board Member  
Mike Olse, Olse Disc Golf Design

**From:** Kelsey Heiden, Assistant Parks and Recreation Director, City of Leander

**Date:** September 2, 2022

**Subject:** Joint property enhancement project at Benbrook Ranch Park Disc Golf Course

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**INTRODUCTION:**

The Hill Country Hyzers Disc Golf Club ("HCH"), and the City of Leander Parks and Recreation Department ("LPARD"), agree to work cooperatively on the Benbrook Ranch Park Disc Golf Course Redesign ("PROJECT"), in the manner specified below in this Memorandum of Understanding ("MOU"):

\$10,000 will be awarded to Olse Design (Mike Olse) in a partnership between: Leander Parks and Recreation (LPARD), Hill Country Hyzers Disc Golf Club (HCH), and Mint Discs (MINT). The project will include a design document outlining the proposed tee and basket locations for each hole. Additionally, Mike Olse will work with LPARD and the HCH during implementation of new holes, moving dirt, trimming trees, and for basket and tee placement.

It is understood by all parties herein that this MOU is not intended to be a legally binding agreement and that it is solely for the purpose of stipulating, outlining and facilitating proposed steps necessary for institution of the PROJECT.

**HCH AGREES TO THE FOLLOWING:**

1. Fund \$4,501 towards the Benbrook Ranch Park Disc Golf Course redesign master plan, as designed by Olse Disc Golf Design.
2. Work with Mint Discs to fundraise for the PROJECT, collecting and funding an additional \$2,500 towards the Benbrook Ranch Park Disc Golf Course redesign master plan, as designed by Olse Disc Golf Design.
3. Utilize HCH members to assist in clearing of the PROJECT.
4. Utilize HCH members to assist in implementation of the PROJECT.

**LPARD COOPERATION FOR THE FOLLOWING:**

5. Identify proposed space on CITY property, as determined by CITY, to accommodate the PROJECT.
6. Fund \$2,999 towards the Benbrook Ranch Park Disc Golf Course redesign master plan, as designed by Olse Disc Golf Design.
7. Purchase of new sleeves for baskets as determined by the PROJECT design.
8. Utilize Parks and Recreation Maintenance and Operations team members to assist in clearing and implementation of the PROJECT.

9. Utilize Parks and Recreation Maintenance and Operations team members to correct current and planning for future erosion control concerns as determined by the PROJECT plan.
10. Installation of drainage culverts at creek crossings.
11. Utilize community volunteers, as determined by CITY, with HCH to help maintain the PROJECT.
12. Installation of concrete tee pads at existing and new tee locations, as determined by the PROJECT design.
13. Relocation of baskets, as determined by the PROJECT design.

**HCH AND LPARD AGREE TO THE FOLLOWING:**

1. Work together to develop, for the benefit of the community, programs to further expand the PROJECT.

**TERM:**

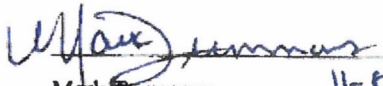
The term for the MOU is through the completion of the design and implementation of the PROJECT, not to exceed one year.

**AMENDMENT OR TERMINATION:**

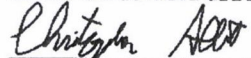
This MOU will become effective on the date of the last signature written below (the "Effective Date") and will remain in force thereafter, until the project is completed, unless and until terminated as specified herein. CITY or HCH may terminate at any time, with or without notice, if HCH or CITY desires to terminate this MOU, a written notice is requested to be given to parties no less than 10 calendar days prior to the desired date of termination.

City of Leander Parks and Recreation	Kelsey Heiden	kheiden@leandertx.gov
Hill Country Hyzers Disc Golf Club	Alexander 'Xan' Erwin	xan.erwin@yahoo.com
Hill Country Hyzers Disc Golf Club	Christopher Albert	Christopher.Albert00@gmail.com
Olse Disc Golf Design	Mike Olse	mikeolsediscgolfdesign@mail.com

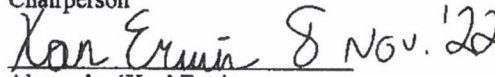
**CITY OF LEANDER, TEXAS**

  
 Mark Timmons 11-8-22  
 Parks and Recreation Director

**HILL COUNTRY HYZERS DISC GOLF CLUB**

 04 NOV 22

Christopher Albert  
 Chairperson

 8 NOV. '22

Alexander 'Xan' Erwin  
 Secretary

**MIKE OLSE DISC GOLF DESIGN**

 11/4/22  
 Mike Olse  
 Owner, Disc Golf Design

## MEMORANDUM OF UNDERSTANDING

between the  
**Hill Country Hyzers Disc Golf Club**  
and  
**City of Leander**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Hill Country Hyzers Disc Golf Club, a nonprofit community-based group exempt under section 501c3 of the federal tax code (hereinafter referred to as “Hyzers”), and City of Leander, a municipal corporation located in Leander, Texas, (hereinafter referred to as “City”).

### WHEREAS:

1. The City, by and through its City Council, has deemed it in the best interest and good will for the citizens of Leander to maintain and improve the City-owned Benbrook Ranch Park and Disc Golf Course (“Course”); and
2. The Hyzers desire to promote disc golf as a viable recreational and competitive sport in the Central Texas area; and
3. The City has need for assistance in funding, coordinating, and implementing Course improvements; and
4. The Hyzers desire to assist the City with Course improvements while allowing the City to retain responsibility and final authority on improvement activities.

**NOW, THEREFORE,** in consideration of the mutual benefits to each party hereto, the parties agree as follows:


1. The Hyzers agree to submit a calendar of planned activities, including leagues and tournaments, to the City at the beginning of each calendar year. If City planned activities conflict with Hyzers planned activities, City activities will take priority.
2. The Hyzers agree to abide by City permit, license, and insurance requirements for activities hosted at the Course, as applicable, and will not delegate event host responsibilities to a third party.
3. The Hyzers agree to inform participants associated with activities hosted at the Course of City park rules and will assist the City in encouraging compliance.
4. The Hyzers agree to collect funds associated with activities hosted at the Course to be used for Course improvements. Funds will be transferred to the City in the form of an annual check payment. Discussion of the use of funds will be a joint discussion between the City and Hyzers.
5. The City agrees to maintain Course facilities at mutually agreed standards during Hyzers planned activities, as well as monitor course conditions and address concerns in a timely manner, so as to facilitate an optimal play environment.


6. The City agrees to allow Hyzers to promote the Course in marketing and advertising of Hyzers planned activities. However, Hyzers must seek pre-approval from the City to display temporary signage on Course grounds, and sign uses and contents must not conflict with other City rules and regulations.
7. Terms of this MOU are governed by the laws of the state of Texas and Benbrook Ranch Park and Disc Golf Course is located in Williamson County, Texas. This is the entire agreement and there is no other agreement.
8. This MOU is for the term of five (5) years from the date signed by the parties, unless terminated earlier. The MOU may be renewed for an additional five (5) years upon agreement of the parties.
9. This MOU may be terminated by either party upon thirty (30) days' written notice.
10. This MOU may be revised or modified at any time by mutual written agreement of the parties hereto.


**THE UNDERSIGNED** accept and agree to implement the responsibilities detailed in this Memorandum of Understanding. In witness whereof, the parties, hereto, have executed this agreement:

**CITY OF LEANDER, TEXAS**  
(THE CITY)

**HILL COUNTRY HYZERS**  
**DISC GOLF CLUB (HYZERS)**

By:   
Isaac D. Turner, Interim City Manager  
Date: 11/28/24

By:   
Alexander Erwin, President  
Date: 8 January, 2024

Attest:  
  
Dara Crabtree, City Secretary  
Date: 01.18.2024

Attest:  
\_\_\_\_\_  
Witness  
Date: \_\_\_\_\_

## Devine Lake Park Proposed Disc Golf Course Design



Maroon = proposed holes



**EXECUTIVE SUMMARY**  
**12/10/2025**

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**AGENDA SUBJECT:**

Discuss and consider action on a Resolution expressing support for a collaborative partnership with the City of Cedar Park for the Martin Luther King, Jr. Day March and Celebration, and the Juneteenth Block Party Events; making findings of fact; and providing an effective date.

**BACKGROUND:**

This resolution affirms the City of Leander’s support for a collaborative partnership with the City of Cedar Park to jointly plan and host two (2) significant community events: the Martin Luther King Jr. Day March and Celebration (MLK), and the Juneteenth Block Party. The MLK event will be hosted in Cedar Park in 2026, while the Juneteenth Block Party will take place in Leander.

The Leander Public Arts and Culture Commission (LPACC), with the support of the City Parks and Recreation Department, has successfully developed and hosted both events in recent years, building strong community engagement and recognition around these important cultural celebrations. The City of Cedar Park has not previously hosted these events, making this partnership an opportunity to expand its impact across the region.

Historically, Leander’s MLK event has been held outdoors at Old Town Park. However, due to the unpredictability of Texas winter weather, particularly cold temperatures, an indoor venue is now preferred. In 2025, the event was moved indoors to the Leander Activity Center due to cold weather and was well received by attendees. For the upcoming year, the event is being planned for the Cedar Park indoor Recreation Center, which offers a larger capacity than the Leander Activity Center, and will better accommodate anticipated attendance while providing a comfortable environment regardless of weather conditions.

City leadership and staff from both Leander and Cedar Park have been in active communication and are aligned in their support for this joint initiative. The collaboration will ensure coordinated planning, promotion, and execution of both events, maximizing community participation and resource sharing.

These events remain under the purview of LPACC, which considered and approved support for this partnership during its meeting on October 8, 2025, recognizing the value of the collaboration.

This resolution authorizes staff to continue working with Cedar Park and other community stakeholders to ensure the successful planning and execution of both events.

Details for the Martin Luther King Luther, Jr. March and Celebration event will be shared soon.

**HISTORY/TIMELINE:**

10/08/2025 - The Leander Public Arts and Culture Commission approved support of this partnership.

**APPLICANT/AGENT:**

**RECOMMENDATION:**

Approval of the resolution expressing support for a collaborative partnership with the City of Cedar Park for the Martin Luther King, Jr. Day March and Celebration, and the Juneteenth Block Party Events.

**PRESENTER:**

Ashlea Boyle, Director of Parks and Recreation

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**Fiscal Impact**

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**Attachments:**

1. Resolution

**A RESOLUTION OF THE CITY OF LEANDER, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, EXPRESSING SUPPORT FOR A COLLABORATIVE PARTNERSHIP WITH THE CITY OF CEDAR PARK FOR THE MARTIN LUTHER KING JR. DAY MARCH AND CELEBRATION, AND THE JUNETEENTH BLOCK PARTY EVENTS; MAKING FINDINGS OF FACT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Leander, Texas (the “City”), recognizes the importance of honoring and celebrating the holidays of Martin Luther King Jr. Day and Juneteenth; and

**WHEREAS**, the City Council of Leander values opportunities for regional collaboration and shared community celebration; and

**WHEREAS**, the Leander Public Arts and Culture Commission (LPACC), with the support of the City of Leander Parks and Recreation Department and the City of Cedar Park will be partnering in the coordination and promotion of next year’s Martin Luther King Jr. Day March and Celebration to be held in Cedar Park, and the Juneteenth Block Party event, to be held in the City of Leander; and

**WHEREAS**, the Leander City Council finds that participation in these joint events will strengthen community ties, foster mutual respect, and encourage regional unity;

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

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

**Section 2. Collaboration of Celebrations.** The City Council hereby expresses its full support for the LPACC, with the support of the City of Leander Parks and Recreation Department collaborate with the City of Cedar Park for the joint planning and hosting of next year’s Martin Luther King Jr. Day March and Celebration and for the Juneteenth Block Party moving forward. City staff are authorized to work cooperatively with representatives from the City of Cedar Park and other community partners to ensure the successful planning and execution of both events.

**Section 3. Effective Date.** This Resolution will become effective upon its adoption, passage by the City Council in accordance with the procedures on the date of passage as required and publication as required by law.

**Section 4. Open Meetings.** It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

**PASSED AND APPROVED** this 10 day of December, 2025.

CITY OF LEANDER, TEXAS

BY: \_\_\_\_\_  
Na’Cole Thompson, Mayor Pro Tem

**ATTEST:**

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Dara Crabtree, City Secretary