AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, December 18, 2025
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

2. Roll Call.

3. Convene into Executive Session pursuant to:

    1. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purposes; and
    2. 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 -25-008.

    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. Chapter 380 Agreement for EDA -25-008.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

5. Roll Call.

6. Recognition of Service of David McDonald, Place 3.
    [Following recognition there will be a brief reception in foyer.]

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

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

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

8. Special Guests and Visitors.

9. Staff Reports

   1. Water update includes Sandy Creek Water Treatment Plant (CIP W.69), Brushy Creek Regional Utility Authority, and County water needs.
   2. Capital Improvement Project update includes Senior Center (CIP P.6) completion and opening timeline.

CONSENT AGENDA: ACTION

10. Approval of the minutes for meeting held on December 10, 2025.

11. Approval of a Resolution appointing Barbara Reed as the election judge and Manuel Bravo De Rueda as the alternate election judge for the February 7, 2026, Special Election to fill vacancies in the office of Mayor and Place 4 on the City Council; authorizing appointment of election clerk; and establishing compensation at an hourly rate of $20.00 for the election judge, and an hourly rate of $18.00 for alternate judge and clerks.

12. Approval of agreement with Williamson County for election service and supplies; and authorize City Manager to execute any and all necessary documents.

13. Approval of the purchase of Traffic Signal Management Software from Iteris, Inc., to monitor and optimize signal operation proactively, utilizing cooperative purchasing Buyboard Contract 695-23 in the amount of $56,350.00 for a term of five (5) years for fifteen (15) traffic signals; and authorize the City Manager to execute any and all necessary documents.

14. Approval of an Interlocal Agreement (ILA) with the Cities of Austin, Cedar Park, Leander, and Round Rock regarding the allocation of costs for design for the expansion and rehabilitation of a portion of the Brushy Creek Interceptor of the Brushy Creek Regional Wastewater System (BCRWWS).

15. Approval of the Development Agreement for the Leander Municipal Management District No. 1 between the City of Leander and Northline Leander Development Company, LP.

16. Approval of a Lease Amendment between the City of Leander and Capitol Office Park to amend the permitted use and to allow for rental of rooms at the Leander Activity Center; and authorize the City Manager to sign any and all necessary documents.

17. Award of Solicitation CIPS25-005 to Walker Partners, LLC for the planning, design, and construction phase enter into a professional services agreement for the RM 2243 Wastewater Treatment Plant Expansion (CIP WW.30) and award of preliminary design services phase of this project in the amount of $2,993,315.00; and authorize the City Manager to execute any and all necessary documents.

18. Approval of an Ordinance amending Ordinance No. 25-061-00 adopting the annual budget for Fiscal Year 2026; providing funding for the City of Leander Professional Services Agreement with Texas Multi-Chem, LTD in the amount of $71,472.00.

19. Approval of an Ordinance amending Ordinance No. 25-061-00 adopting the annual budget for Fiscal Year 2026; providing for funding for the City of Leander Comprehensive and Transportation Master Plan in the amount of $550,000.00.

20. Approval of an agreement with Kendig Keast Collaborative in the amount of $524,804.00 for the community planning services for the development of updates to the City of Leander Comprehensive Plan and Transportation Plan; and authorize the City Manager to execute any and all necessary documents.

21. Approval of an Ordinance amending Ordinance No. 25-061-00 adopting the annual budget for Fiscal Year 2026; providing funding for the cost of $115,935.00 retrofitting lighting at Robin Bledsoe Park utilizing Energy Efficiency and Conservation Block Grant reimbursable funds.

22. Approval of an agreement with MUSCO Sports Lighting LLC in an amount not to exceed $115,935.00 for retrofitting of sports lighting at Robin Bledsoe Park through BuyBoard contract number 677-22 with funding from a grant from the Energy Efficiency and Conservation Block Grants (EECBG) Program awarded through the Department of Energy (DOE); and authorize the City Manager to execute any and all necessary documents.

23. Authorize the purchase of computer workstations to replace existing desktop and laptop computers which have reached end of useful life status from Dell Marketing LP utilizing DIR Contract DIR-CPO-5792 in the amount of $227,769.00; and authorize the City Manager to execute any and all necessary documents.

24. Authorize the renewal of manufacturer service contracts and threat detection subscriptions for all City firewalls from Bell IT Services, Inc., utilizing DIR contract DIR-CPO-5687 in the total amount of $89,820.63; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

25. Conduct a Public Hearing regarding Special Use Case Z-25-0167 regarding a Special Use Permit to allow for Outdoor Entertainment and Special Event Space, a Farmer's Market, and a Mobile Food Establishment Park on three (3) parcels of land comprising 1.56 acres ± in size, being more particularly described as Williamson Central Appraisal District Parcels R302875, R036054, and R565244; and being generally located at the western terminus of E. Broade Street and N. Gabriel Street, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Special Use Case Z-25-0167 as described above.

26. Conduct a Public Hearing regarding Zoning Case Z-25-0179 to amend the current zoning of GC-3-C (General Commercial) to adopt the Crossroads PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on three (3) parcels of land 20.726 acres ± in size, more particularly described as Williamson Central Appraisal District Parcels R032150, R032157, and R462464; and generally being located south of Hero Way West, approximately 400 feet west of Bagdad Road, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Zoning Case Z-25-0179 as described above.

27. Conduct a Public Hearing regarding Zoning Case Z-25-0183 to amend the current zoning of GC-3-C (General Commercial) to adopt the 2100 S. Bagdad Road PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land 0.36 acres ± in size, more particularly described as Williamson Central Appraisal District Parcel R098183; and located at 2100 S. Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0183 as described above.

28. Conduct a Public Hearing regarding Zoning Case Z-25-0198 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to GC-3-B (General Commercial) on one (1) parcel of land one (1) acre ± in size, more particularly described as Williamson Central Appraisal District Parcel R341531; and generally located east of CR 269, approximately 300 feet south of Hero Way, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Zoning Case Z-25-0198 as described above.

29. Conduct a Public Hearing regarding Special Use Case Z-24-0122 regarding a Special Use Permit to allow for a Mobile Food Establishment Park on one (1) parcel of land 0.54 acres ± in size, more particularly described as Williamson Central Appraisal District Parcel R035495; and being located at 703 Crystal Falls Parkway, Leander, Williamson County, Texas.

    - Discuss and consider action regarding Zoning Case Z-24-0122 as described above.

REGULAR AGENDA

30. Receive a presentation from Policy Confluence, Inc. (Polco) regarding the National Community Survey 2025 Report of Results for the City of Leander.

31. Discuss and consider action on Ordinance Case OR-25-0035 amending Article 12.08, which governs Roadway Impact Fees (RIF) to adopt exemptions from assessment of additional impact fees due to increase in service units under certain circumstances; providing a definition for small business; providing for open meetings and effective date; and providing for related matters**.**

32. Discuss and consider action on the annual appointment of the Tax Increment Reinvestment Zone (TIRZ) No. 1 Board Chair for a term from January 1, 2026 through December 31, 2026.

33. 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.

34. Council Member Closing Statements.

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 12 day of December 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

Dara Crabtree, City Secretary, TRMC

AGENDA ITEM # 10

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Approval of the minutes for meeting held on December 10, 2025.

BACKGROUND:
Attached are the minutes for the meeting held on December 10, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:
Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 12.10.2025

MINUTES
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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

   Open meeting at 6:03 p.m.

   Motion: Approve Councilmember McDonald to preside over tonight's meeting in the absence of Mayor Pro Tem Thompson.

   By: Councilmember Chang
   Seconded: Councilmember Ross

   Vote: 5 - 0

2. Roll Call.

   Roll call reflected all present with Mayor Pro Tem Thompson absent.

3. Receive an update and discuss the current solid waste franchise agreement.

   Discussion included background history; current contract; residential services; recycling; special services; municipal services; community survey results; and next steps.

   Briefing workshop adjourned at 6:31 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

   Opened meeting at 7:02 p.m.; Wendell Holmes, New Birth Community Baptist Church provided the invocation; and Councilmember McDonald led the Pledges of Allegiance.

5. Roll Call.

   Roll call reflected all present with Mayor Pro Tem Thompson absent.

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

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

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

   Kathryn Pantalion-Parker, 3600 Possee Trail - commented on recent Old Town Christmas Festival; 5k race; City Manager Parton's participation; presented him with the first place medal for his age division; and stated he finished 15th overall out of 481 racers.

7. Special Guests and Visitors.

   None.

8. Recognitions and Proclamations.

   - Certificate of Recognition for Miguel Mercado

CONSENT AGENDA: ACTION

Motion: Approve consent items 9 through 11.

By: Councilmember Ross
Seconded: Councilmember Naudin

Vote: 5 - 0

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.

REGULAR AGENDA

12. Discuss and consider directing staff on Hill Country Hyzers Disc Golf Club Memorandum of Understanding (MOU).
    No action taken.

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.

This item was pulled from the agenda and would be considered at the December 18, 2025.

14. Council Member Closing Statements.

Michael Herrera - commented on Old Town Christmas Festival; tree lighting; and thanked Chamber for a great event.

David McDonald - thanked everyone involved with putting on the Old Town Christmas Festival; stated dinner was from Cheba Hut tonight; reminded everyone to shop locally; and congratulated City Manager Parton on finishing first and his time.

Andrew Naudin - stated today in 1901 the first Nobel Peace Prize awarded in Stockholm; and in 1966 the Beach Boys hit #1 on Bill Board music charts with Good Vibrations.

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.

Recessed into Executive Session at 7:27 p.m.; Reconvened into open session at 7:47 p.m.

No action taken.

16. Adjournment

Adjourned at 7:47 p.m.

APPROVED

_____

MAYOR PRO TEM

ATTEST:

_____

CITY SECRETARY

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Approval of a Resolution appointing Barbara Reed as the election judge and Manuel Bravo De Rueda as the alternate election judge for the February 7, 2026, Special Election to fill vacancies in the office of Mayor and Place 4 on the City Council; authorizing appointment of election clerk; and establishing compensation at an hourly rate of $20.00 for the election judge, and an hourly rate of $18.00 for alternate judge and clerks.

BACKGROUND:
The City will conduct a Special Election on Saturday, February 7, 2026, to fill an unexpired term for the office of Mayor and Councilmember Place 4. Texas Election Code, Chapter 32, Sections 32.001 requires that a presiding election judge and an alternate presiding judge shall be appointed for each precinct in which an election is held. Additionally, Section 32.005 of the Texas Election Code states that the governing body of a political subdivision shall appoint the judges.

Staff has identified qualified and experienced individuals to work as election officials and workers. Ms. Barbara Reed previously served as the election judge at Pat Bryson Municipal Hall for the November 4 special election and December 13 runoff election. Mr. Manuel Bravo De Rueda served as the alternate judge at Pat Bryson Municipal Hall for the November 4 special election. The election judge and alternate judge will appoint the clerks.

Williamson County Election Department currently pays election judges at a rate of $17.00 an hour and alternate judges and clerks at a rate of $15.00 an hour. The individuals who work the elections for the county work in split shifts of half days. They are being asked to work every day, all day and, consequently, propose paying a slightly higher rate of $20.00 an hour for the election judge and $18.00 an hour for the alternate judge and clerks. Individuals serving on the early voting board and at central count will be paid according to the rate set out for a judge, alternate judge and/or clerk.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:
Dara Crabtree, City Secretary

Fiscal Impact

The anticipated cost for the election judge is approximately $2,730.00 and $2,457.00 for the alternate judge and each election worker. This cost is based on 10.5-hour days to provide for necessary tasks performed each night in closing the polling location.

Attachments:

1. Resolution Appoint Judges

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, APPOINTING ELECTION JUDGES TO SERVE FOR THE FEBRUARY 7, 2026 SPECIAL ELECTIONS TO FILL VACANCIES IN THE OFFICE OF MAYOR AND PLACE 4 ON THE CITY COUNCIL; AUTHORIZING APPOINTMENT OF ELECTION CLERKS; AND ESTABLISHING COMPENSATION.

WHEREAS, the City of Leander is holding a special elections on February 7, 2026, to fill vacancies in the office of Mayor and Place 4 on the City Council; and

WHEREAS, Sections 32.001 and 32.005 of the Texas Election Code requires that the City Council appoint a presiding election judge and an alternate presiding judge for each precinct in which an election is held; and

WHEREAS, there is one election precinct for the special elections which is the area within the city limits; and

NOW THEREFORE, BE IT RESOLVED 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 incorporated herein as findings of fact.

SECTION 2. Appointment of Election Judges and Early Voting Ballot Board.

a) The following individuals are hereby named as presiding election judges and alternate election judges for said elections:
   Barbara Reed, Presiding Election Judge
   Manuel Bravo De Rueda, Alternate Election Judge
b) The presiding election judge shall appoint at least two (2) and no more than four (4) election clerks in addition to the alternate election judge named herein to assist the judge in the conduct of the election.

SECTION 3. Compensation. The presiding election judge shall be paid $20.00 per hour for serving in such capacities. The alternate judge and election clerks shall be paid $18.00 per hour for serving in such capacities. No presiding election judge, alternate election judge, or clerk shall be compensated for a period in excess of the time extending from one hour before polls open until two hours after polls close.

SECTION 4. Effective Date; Election Code. This Resolution 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 Resolution conflicts with, or is inconsistent with, the *Texas Elections Code*, the *Texas Election Code* shall govern.

SECTION 5. <u>Open Meetings</u>. It is 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 *Chapter 551, Texas Government. Code*.

DULY PASSED and approved on this 18th day of December, 2026.

APPROVED: ATTEST:

Na'Cole Thompson, Mayor Pro Tem

Dara Crabtree, City Secretary

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Approval of agreement with Williamson County for election service and supplies; and authorize City Manager to execute any and all necessary documents.

BACKGROUND:
The City will hold a Special Election on Saturday, February 7, 2026, to fill an unexpired term for the office of Mayor and Councilmember Place 4. This will be a City-run election and the purpose of the agreement is to contract with the Williamson County Election Department to secure certain services and supplies required by the City to conduct the election.

Williamson and Travis County Election Departments typically conduct the City's general and special elections. However, due to the timing of the upcoming February special election in relation to the March primaries, the City of Leander will be required to conduct the special election in this case. The City will need to contract for the various items necessary to hold the election, including, but not limited to, electronic voting machines for compliance with ADA requirements, ballot scanners, signage for poll location, printing of ballots for mail ballots as well as in-person voting, voter registrar poll books, and any additional supplies needed to conduct the election in accordance with State law and the Texas Election Code.

The majority of the City of Leander's registered voters reside within Williamson County. The Williamson County Election Department has agreed to lease the City the necessary equipment and materials to conduct the election. Any lease contracts entered into with the Williamson County Election Department or any related materials purchased will comply with the City of Leander purchasing policy, State law, and the Texas Election Code.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval.

PRESENTER:
Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Approval of the purchase of Traffic Signal Management Software from Iteris, Inc., to monitor and optimize signal operation proactively, utilizing cooperative purchasing Buyboard Contract 695-23 in the amount of $56,350.00 for a term of five (5) years for fifteen (15) traffic signals; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
The Fiscal Year 2026 budget programmed the purchase of Traffic Signal Management Software for the Public Works Streets Department. The proposed software includes Signal Performance Measures (SPM) and ClearGuide Signal Trends, which will be integrated with the existing traffic signal network and will be used to monitor and optimize signal operation proactively.

SPM is a performance monitoring tool that collects real-time data from traffic signals and provides a comprehensive health dashboard to ensure they operate as efficiently and safely as possible. It streamlines data analysis, provides alerts for equipment failures, and helps identify and troubleshoot signal timing issues using real-time data, minimizing the need for field visits.

ClearGuide Signal Trends monitors and analyzes traffic signal performance at the network and corridor levels. It collects and evaluates long-term traffic trends, travel times, congestion levels at various times of the day, recurring problem areas, and the effect of any signal timing changes. Based on these evaluations, it offers data-driven recommendations for operational improvements.

Collectively, these systems improve mobility, reduce the time staff spends troubleshooting in the field, enhance responsiveness to public inquiries, increase safety, optimize traffic operations, and prepare for the integration of future smart city technologies.

The current proposed purchase agreement in the amount of $56,350.00 with Iteris, Inc., is for a term of five (5) years and includes a software and service package for the fifteen (15) traffic signals located along the US 183 and Ronald Reagan Boulevard corridors.

The purchasing program participation provisions contained in Texas Government Code Sec. 271.012 provide 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 Buyboard Contract 695-23. The City of Leander's Buyboard 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

Fiscal Impact

Amount requested:	$56,350.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	Operating

Attachments:

1. Traffic Signal Software Iteris Quote

Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Mike Searle
msearle@iteris.com

EQUIPMENT QUOTATION

Quote #00020319

November 5, 2025

Agency: City Of Leander, TX
Contractor:
Project Name: ClearGuide Signal Trends and SPM
Reference: Leander, TX_ClearGuide_SEG

Delivery Term: FOB Shipping Point
Payment Terms: NET 30 Days

Fax or email Purchase Orders to: Roadway Sales Support, 949-270-9615 or RS-Sales-Support@iteris.com. Please include Quote Number on your Purchase Order. Prices are valid for 30 days from the date of quote unless extended in writing. Prices on this quote include material only unless otherwise stated. For questions regarding this quotation, please contact the representative listed above.

ClearGuide Signals-5YR

Product Name	Product Description	Qty	Unit Price	Ext. Price
ClearGuide Signal Trends	ClearGuide Signals is designed for agencies that own, operate, maintain or fund signalized intersections.	15	$1,350.00	$20,250.00
				$20,250.00

SPM-5YR

Product Name	Product Description	Qty	Unit Price	Ext. Price
SPM-5YR	Iteris SPM hosted data service. Provides cloud-based collection, storage, analysis and presentation of high resolution SPM controller data from connected intersections.. Does not include setup fee.	15	$2,040.00	$30,600.00
SPM-SETUP	Initial Setup for SPM Service - one-time fee per intersection.	15	$0.00	$0.00
				$30,600.00

Vantage Care-1Y

Product Name	Product Description	Qty	Unit Price	Ext. Price
Vantage Care-1YR	Vantage Care monitoring and alert service.	1	$5,500.00	$5,500.00
				$5,500.00

Iteris, Inc.
1700 Carnegie Avenue
Suite 100
Santa Ana, CA 92705-5551

Mike Searle
msearle@iteris.com

EQUIPMENT QUOTATION

Quote #00020319

November 5, 2025

Important Notes:
Quote valid for 90 Days. ClearGuide Signal Trends for 15 intersections- 2 corridors HWY 183. See additional terms and conditions for Iteris /s/oftware.
Buyboard #695-23

This quotation and any resulting order are subject to Iteris' Roadway Sensor Products Standard Terms and Conditions of Sale attached hereto or available at https://connect.iteris.com/hubfs/T&C%20New.pdf , which are incorporated herein by this reference.
Taxes in this Quote, if entered, are estimated and subject to change. Prices subject to this Quote do not include final taxes, levies, tariffs, and any other government-imposed charges related to the purchase of products (and its components), that must be paid by Iteris and passed through to and paid by purchaser of this Quote. The final tax amounts subject to this Quote will be set forth in the applicable Iteris-issued invoice(s) in connection with this Quote.

Authorized Signature:

Michael Searle

SUBTOTAL	$56,350.00
FREIGHT	Allowed
TAX	$0.00
TOTAL:	$56,350.00

AGENDA ITEM # 14

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Approval of an Interlocal Agreement (ILA) with the Cities of Austin, Cedar Park, Leander, and Round Rock regarding the allocation of costs for design for the expansion and rehabilitation of a portion of the Brushy Creek Interceptor of the Brushy Creek Regional Wastewater System (BCRWWS).

BACKGROUND:
A portion of the City of Leander's wastewater flows into the Brushy Creek Regional Wastewater System (BCRWWS). The BCRWWS is a regional wastewater system that serves and is owned by the Cities of Round Rock, Cedar Park, Leander, and Austin. The system consists of approximately 34 miles of gravity sewer mains, lift stations, force mains, and two (2) wastewater treatment plants (WWTP) to treat and discharge wastewater into Brushy Creek in southern Williamson County. The two WWTPs are the East WWTP which has a treatment capacity of 30 million gallons per day and the West WWTP which has a treatment capacity of 3 million gallons per day.

The system has recently experienced significant flow increases due to rapid population growth in the service areas. Consequently, in 2025, a System Master Plan was prepared to guide both short and long-term improvements to the BCRWWS collection and treatment facilities for the 2030, 2040, and 2070 planning horizons. The goal of the Master Plan was to resolve existing deficiencies and provide adequate capacity to serve growing demand.

The 2030 Capital Improvement Projects for the collection system included three (3) projects to address capacity issues and one (1) rehabilitation project. The purpose of this interlocal agreement (ILA) is to set forth the terms and conditions of the allocation of costs to design the expansion and rehabilitation of the projects identified for the portion of the Brushy Creek Interceptor – Downstream Collection System, Nodes P, Q, R and S, a copy of which is shown in the attached ILA as Exhibit "A". Additionally, a map is provided as Attachment 2 to this item. Leander's estimated cost responsibility for this design services effort will be $54,840, which reflects Leander's calculated 13.71% share based on the 2040 flow projections in the BCRWWS Master Plan as set forth in the attached ILA as Exhibit "B".

Currently, the design is planned and funds are budgeted for FY 2026. Construction is anticipated to follow in FY 2027-2031.

HISTORY/TIMELINE:
12/08/2009 - Cities of Austin, Cedar Park, and Round Rock (Parties) entered into a Master Contract for the BCRWWS
06/04/2010 - Approval of Amended and Restated Master Contract for financing
06/09/2011 - Approval of the First Amendment to the Master Contract to clarify duties for allocation of Cost and Re-rating
06/19/2017 - Approval of an Interlocal Agreement Re-rating and Expansion of the East WWTP
07/13/2017 - Approval of an Interlocal Agreement regarding the 30 MGD Expansion

09/21/2023 - Approval of a Second Amendment to the Master Contract to provide for Leander's purchase of an undivided interest in the East Treatment Plant and the West Treatment Plant real property, and to modify the flow calculation methodology
01/25/2024 - Approval of an Interlocal Agreement regarding the 40 MGD Expansion
11/07/2024 - Approval of an Interlocal Agreement regarding the allocation of costs for the rehabilitation of the East WWTP of the BCRWWS

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends execution of the Brushy Creek Regional Wastewater System (BCRWWS) Interlocal Agreement to set forth the terms and conditions of the allocation of costs for the design for the expansion and rehabilitation of a portion of the Brushy Creek Interceptor of the Brushy Creek Regional Wastewater System (BCRWWS).

PRESENTER:
Gina M. Ellison, PE, Executive Director of Public Works

Fiscal Impact

Amount requested:	$54,840.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	Utility

Attachments:

1. BCRWWS ILA
2. Interceptor Segment Map

INTERLOCAL AGREEMENT REGARDING ALLOCATION OF COSTS FOR DESIGN FOR THE EXPANSION AND REHABILITATION OF A PORTION OF THE BRUSHY CREEK INTERCEPTOR

THIS INTERLOCAL AGREEMENT REGARDING THE ALLOCATION OF COSTS FOR DESIGN OF THE EXPANSION AND REHABILITATION OF A PORTION OF THE BRUSHY CREEK INTERCEPTOR ("**Agreement"**) is entered into among the City of Austin, ("**Austin**"), the City of Cedar Park ("**Cedar Park**"), the City of Leander, ("**Leander**"), and the City of Round Rock, ("**Round Rock**"), to be effective the day of _____, 2025. In this Agreement, Austin, Cedar Park, Leander, and Round Rock are sometimes individually referred to as "**Party**" and collectively referred to as "**Parties**."

Recitals

WHEREAS, on August 11, 2009, the cities of Austin, Cedar Park, and Round Rock entered into a Master Contract for the Financing, Construction, Ownership, and Operation of the Brushy Creek Regional Wastewater System; and

WHEREAS, on June 4, 2010, the Parties entered into an Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System, (the "Master Contract") which among other things added Leander as an additional owner of the Brushy Creek Regional Wastewater System ("System"); and

WHEREAS, on June 9, 2011, the Parties entered into the First Amendment to the Master Contract to amend and clarify the duties and responsibilities of the Operations Committee, and to amend the provisions regarding the Capital Expense Budget; and

WHEREAS, on June 19, 2017, the Parties entered into that one certain Interlocal Agreement Regarding Allocation of Costs for the Re-rating of and Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System, to pursue expansion of the East Wastewater Treatment Plant; and

WHEREAS, on July 13, 2017, the Parties entered that one certain Interlocal Agreement Regarding Allocation of Costs for the Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System, to establish the terms and conditions of the cost allocations to expand the East Plant to 30 million gallons; and

WHEREAS, on September 21, 2023, the Parties entered into a Second Amendment to the Master Contract to provide for Leander's purchase of an undivided interest in the Administration Building, the East Plant real property and the West Wastewater Treatment Plant real property as well as to modify the flow calculations methodology; and

WHEREAS, on December 21, 2023, the Parties entered into that one certain Interlocal Agreement Regarding Allocation of Costs for the Expansion to the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater Treatment System; and

WHEREAS, on October 24, 2024, the Parties entered into that one certain Interlocal Agreement Regarding Allocation of Costs for the Rehabilitation of the East Wastewater Treatment Plant of the Brushy Creek Regional Wastewater System; and

WHEREAS, the Parties have now agreed to jointly pursue the design of the expansion and rehabilitation of a portion of the Brushy Creek Interceptor (as defined below); and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions of the allocation of costs for the expansion and rehabilitation of the Project, as defined below, and pursuant to which the Parties will cost participate in all costs and expenses related thereto;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I.
DEFINITIONS

When used in this Agreement, capitalized terms not otherwise defined shall have the meanings set forth below:

1.01 "Agreement" means this Interlocal Agreement Regarding the Allocation of Costs for the Expansion and Rehabilitation of a portion of the Brushy Creek Interceptor.

1.02 "Austin" means the City of Austin, Texas.

1.03 "Brushy Creek Interceptor" means that portion of the Brushy Creek Interceptor – Downstream Collection System, Nodes P, Q, R, and S, as shown on Exhibit A of the Master Contract, a copy of which is attached hereto as **Exhibit "A."**

1.04 "Brushy Creek Regional Wastewater System Master Plan" or "BCRWWS Master Plan" mean the regional wastewater master plan dated July 2025 by K Friese & Associates

1.05 "Cedar Park" means the City of Cedar Park, Texas.

1.06 "Cost Allocation Percentage" means the percentage of Project Costs to be paid by each Party, as set forth on **Exhibit "B"** attached hereto.

1.07 "Effective Date" means the date set forth in the opening paragraph of this Agreement.

1.08 "Leander" means the City of Leander, Texas.

1.09 "Master Contract" means the Amended and Restated Master Contract for the Financing, Construction, Ownership and Operation of the Brushy Creek Regional Wastewater System dated June 4, 2010, as amended.

1.10 "Operations Committee" or "OC' means the Operations Committee created in Section 4.6 of the Master Contract.

1.11 "Party" or "Parties" means Austin, Cedar Park, Leander, and/or Round Rock, individually or collectively, as applicable.

1.12 "Project" means: the efforts to design the expansion and rehabilitation of a portion of the Brushy Creek Interceptor – Downstream Collection System, Nodes P, Q, R and S as shown on Exhibit A of the Master Contract, a copy of which is attached hereto as **"Exhibit A."**

1.13 "Project Consultant(s)" means one or more of the firms engaged by the Parties to perform Project Consulting Services.

1.14 "Project Consulting Contract(s)" means those certain contracts for engineering and related services to be approved by the Parties pursuant to which the Project Consultant(s) shall provide Project Consulting Services, including any supplemental contracts approved by the Parties.

1.15 "Project Consulting Services" means the services required for the preliminary and final engineering and other services to be performed by the Project Consultant(s) pursuant to the Project Consulting Contracts in order to complete the objectives of the Project.

1.16 "Project Costs" means all costs and expenses incurred by the Parties in furtherance of the Project.

1.17 "Project Fund" means a fund to be established and administered by Round Rock in accordance with Section 4.02 hereof, in order to provide monies to pay the Project Costs.

1.18 "Round Rock" means the City of Round Rock, Texas.

1.19 "System" means the Brushy Creek Regional Wastewater System, as described in the Master Contract.

II.
OPERATIONS COMMITTEE

2.01 Responsibility of the OC. The OC shall:

(i) Attend and participate in regular meetings with the Project Consultant(s) to monitor the status of the Project and to provide direction and recommendations with respect thereto;

(ii) Review and unanimously approve, in writing, reports and design documents for the Project produced by the Project Consultant(s);

(iii) Review and unanimously approve, in writing, any revisions to the scope to be performed by the Project Consultant(s);

(iv) Review and unanimous approval in writing other contracts necessary for the completion of the Project;

(v) Confirm in writing the final completion of Project;

(vi) Address any other pertinent matters relating to the Project;

(vii) Meet at regular intervals to review the matters over which it has authority; and

(viii) Be diligent, prompt, and timely in reviewing and acting on matters submitted to it.

III.
CONSULTANT SERVICES

3.01 Consultant Services.

(a) The Parties intend to enter into Project Consultant Contracts in the form unanimously approved by the Parties.

(b) After the scope of Project Consultant Contracts is unanimously approved by the Parties, including any proposed changes to a Project Consultant's compensation, the Project Consultant Contracts may only be modified by unanimous written authorization from the Parties, such authorization shall be set forth in a "Supplemental Contract."

3.02 OC Participation.

(a) The OC shall prepare a schedule of meetings with the Project Consultant(s) that shall be approved by all members of the OC. The foregoing shall not be construed to prohibit any Party from communicating with Project Consultant(s) regarding the Project Consultant Services without the presence or participation of the other Parties, or from meeting with the Project Consultant(s) when it is not practicable to schedule a meeting with the OC.

(b) The Parties agree that the final design of the Project will not be finalized until the OC has reviewed and unanimously approved in writing such design.

(c) Within fifteen (15) business days of receipt of any preliminary and/or final reports prepared by the Project Consultant(s) ("Receipt Period"), the members of the OC

shall specify in writing to each other any objections regarding the draft reports, and any proposed revisions thereto. If any member of the OC fails to object in writing to the report within the fifteen (15) business-day Receipt Period, then that member shall be deemed to have approved the draft report. In the event that any member of the OC timely objects to the draft report, then the OC shall endeavor in good faith to resolve the matter by unanimous agreement. If the OC cannot unanimously agree to the proper resolution within thirty (30) business days of receipt of the said preliminary and/or final reports, then the OC shall refer the dispute to the respective City Managers of the Parties. The City Managers shall work diligently and in good faith to resolve the dispute as quickly as possible so as not to jeopardize the completion of the Project.

3.03 Work Product.

(a) Any Party is entitled to copies of any work product produced by the Project Consultant(s) in connection with the Project Consultant Services. The Party requesting a copy of such information shall pay all reasonable costs incurred by the Project Consultant in preparing and furnishing the copies.

(b) In accordance with, and subject to the terms and conditions set forth in the Project Consultant Contracts, the Parties may utilize the work product produced by the Project Consultant(s) for their own purposes.

IV. PROJECT COSTS

4.01 Payment of Project Costs.

(a) All Project Costs shall be shared by the Parties according to the Cost Allocation Percentages, as set forth in **Exhibit "B"** attached hereto, which are based on the 2040 flow projections in the BCRWWS Master Plan.

(b) The Parties agree that Project Consultant(s) will be instructed to send all invoices to Round Rock and that upon receipt of each invoice from the Project Consultant(s), Round Rock shall review the invoice and confirm that the Project Services have been completed in accordance with the request for payment.

(c) Upon Round Rock's approval of each invoice for Project Costs, Round Rock will transmit a copy of the approved invoice to each Party's representative on the OC. Within ten (10) business days of receipt of the invoice for payment, the members of the OC shall specify in writing to Round Rock any objections regarding the invoice for payment. If any member of the OC fails to object in writing to the invoice within the ten (10) business day period, then the Party represented by such OC member shall be deemed to have approved the invoice for payment. In the event that any member of the OC timely objects to the invoice, then the matter shall be resolved in accordance with the following procedures:

(i) If the objection relates to the performance of work or services by a Project Consultant, then the OC shall exercise all rights to which it is entitled under the Project Consulting Contract to resolve the dispute, require correction of the defective work, and otherwise address the concern of the objecting member of the OC.

(ii) In the event that any member of the OC objects to an invoice for reasons not related to the performance of work or services by the Project Consultant, then the OC shall endeavor in good faith to resolve the matter by unanimous agreement. If the OC cannot unanimously agree to the proper resolution within thirty (30) calendar days of the date of written objection, then the invoice shall be paid as received; provided, however, that any Party may subsequently seek a determination of the dispute through the dispute resolution process set forth in Sec. 4.03 below, and the allocation of costs between the Parties shall be adjusted in accordance with such determination. Any such request for dispute resolution must be brought within thirty (30) calendar days of the date of written objection.

(iii) In the event that Project Costs exceed agreed upon estimates, then the OC must approve such overruns by unanimous agreement. If the OC cannot unanimously agree, then the matter shall be submitted to the City Managers for resolution as set forth in Sec. 4.03.

(d) The Parties agree that the reasonable compensation cost for Round Rock's performing the aforesaid financial administration and other general administrative services is the sum of $3,000.00 per month, beginning when the first Project Consultant Contract is executed, and ending with the completion of the design of the Project. Such costs shall be allocated among the Parties (including Round Rock) according to the Cost Allocation Percentages set forth in **Exhibit "B."**

(e) In the event of termination of this Agreement prior to the completion of the Project, all Parties shall provide payment of their pro rata share of the Project Costs incurred prior to and through the date of the termination.

4.02 Project Fund.

(a) The Parties shall contribute monies to the Project Fund in accordance with the following provisions:

(i) Within ten (10) calendar days of execution of the Project Consulting Contract(s) by the Parties, each Party shall deposit into the Project Fund a sum, which represents twenty-five percent (25%) of each Party's share of the estimated Project Costs. The Project Fund shall be placed in an interest-bearing account, and the interest shall become part of the Project Fund.

(ii) At such time as the balance in the Project Fund is substantially depleted, as determined in Round Rock's reasonable discretion, Round Rock shall provide written notice (by email or otherwise) thereof to the other Parties, each of which shall have thirty (30) calendar days to deposit into the Project Fund an additional payment, in the same amount as originally deposited. Each notice by Round Rock shall be accompanied by a written accounting report that identifies in reasonable detail all prior expenditures from the Project Fund.

(iii) The foregoing process shall continue until such time as the Project Costs have been paid in full. In the event that the Project Costs exceed the original estimate, after prior notice to the Parties of the cost exceedance and what was considered to avoid such costs, each Party shall deposit within the Project Fund a sum equal to the product determined by multiplying each Party's Cost Allocation Percentage by the cost exceedance.

(b) In the event that there are remaining funds within the Project Fund upon final completion of the Project, then Round Rock shall promptly divide and remit within thirty (30) calendar days such funds to the Parties on a pro rata basis according to the percentage of all Project Costs previously paid by each of the Parties. Payment shall be accompanied by a written accounting describing the basis for calculation of payment to each Party.

(c) All interest that accumulates within the Project Fund shall remain within such fund for payment of Project Costs.

4.03 Disputes. In the event of any disputes among the Parties, the Parties agree that the City Managers shall work diligently and in good faith to resolve the dispute as quickly as possible so as not to jeopardize the completion of the Project.

4.04 Non-Project Work and Costs. If any non-project work is necessary, such work shall be initiated, and costs allocated in accordance with the Master Contract.

V.
GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code* and Section 552.001, *Texas Local Government Code*.

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

5.03 Payments from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose. The obligation of Parties to make payments to Round Rock will not constitute a general obligation or indebtedness of the Parties that obligate a Party to levy or pledge any revenue from taxes.

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

5.05 Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the sharing of costs for the Project

Consulting Services and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that further agreements regarding the Project are contemplated and will not be affected or limited by this Agreement.

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

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

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

AUSTIN:	P.O. Box 1088 Austin, Texas 78767 Attn: Director, Austin Water Telephone: (512) 972-0109
with copy to:	Austin City Attorney's Office P.O. Box 1088 Austin, Texas 78767 Attn: Division Chief, Utility & Regulatory Division
CEDAR PARK:	450 Cypress Creek Road, Bldg. 1 Cedar Park, Texas 78613 Attn: Kenneth Wheeler Telephone: (512) 401-5000 Email: Kenneth.Wheeler@cedarparktexas.gov
with copy to:	J.P. LeCompte City Attorney 450 Cypress Creek Road, Bldg. 1 Cedar Park, Texas 78613 Email: JP.LeCompte@cedarparktexas.gov
ROUND ROCK:	221 East Main Round Rock, Texas 78664 Attn: Michael Thane Telephone: (512) 218-3236 Email: mthane@roundrocktexas.gov
with copy to:	Steve Sheets 309 E. Main Street

Round Rock, Texas 78664-5264
Telephone: (512) 255-8877
Email: steve@scrrlaw.com

LEANDER:

P.O. Box 319
Leander, Texas 78646-0319
Attn: Gina Ellison
Telephone: (512) 528-2786
Email: gellison@leandertx.gov

with copy to:

Paige Saenz
City Attorney
223 W. Anderson Lane, Suite A-105
Austin, Texas 78752
Telephone: (512) 323-5778
Email: paige@cityattorneytexas.com

5.09 Force Majeure. The Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects. Force majeure shall not relieve the Parties of their obligation to make payment to Round Rock as provided in this Agreement.

5.10 Independent Contractor_Each of the Parties shall have the status of an independent contractor hereunder and shall be solely responsible for the proper direction of its employees hereunder and each Party's employees shall not be considered employees or borrowed servants of any of the other parties for any reason.

5.11 No Third-Party Beneficiaries. This Agreement shall inure only to the benefit of the Parties and third parties not privy to this Agreement shall not, in any form or manner, be considered a third-party beneficiary of this Agreement.

5.12 Conflict. If there is a conflict between the Master Contract and this Agreement, the provisions of this Agreement shall control.

5.13 Termination. This Agreement may be terminated by mutual agreement of the Parties. If this Agreement is terminated by the Parties prior to its completion of Project Consulting Services, then the terms and conditions of the Master Contract shall control. Any outstanding balance within the Project Fund will be returned proportionally in accordance with the applicable Exhibit percentages. The Parties shall then work cooperatively with due diligence to determine how to address existing and future wastewater treatment capacity issues.

5.14 Default. In the event that one Party believes that the other Party is in default of any of the provisions in this Agreement, the non-defaulting Party will make written demand to cure to the defaulting Party and give the defaulting Party up to thirty (30) days to cure the default or, if the curative action cannot reasonably be completed within (30) thirty days, the defaulting Party will commence the curative action within (30) thirty days and thereafter

diligently pursue the curative action to completion. This period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting Party due to such default. The non-defaulting Party shall mitigate direct or consequential damages arising from any default to the extent reasonably possible under the circumstances. The Parties agree that they will use their best efforts to resolve any disputes and may engage in non-binding mediation or other alternative dispute resolution methods as recommended by the laws of the State of Texas before initiating any lawsuit to enforce their rights under this Agreement. Nothing in this Agreement shall be construed to limit any Party's right to recover damages or to seek other appropriate curative remedies if a breach of contract action is filed by a non-defaulting Party to this Agreement.

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

5.16 No Waiver of Immunities or Defenses. Nothing in this Agreement shall be deemed to waive, modify, or amend any immunity or legal defense available at law or in equity to the Parties, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party.

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

(SIGNATURES ON THE FOLLOWING PAGES)

CITY OF AUSTIN:

By:_____

_____

Date: _____

Approved as to form:

By: _____
Assistant City Attorney

CITY OF ROUND ROCK:

ATTEST:

_____
Ann Franklin, City Clerk

By:_____
Craig Morgan, Mayor

Date: _____

CITY OF CEDAR PARK:

ATTEST:

_____
LeAnn Quinn, City Secretary

By:_____
Jim Penniman-Morin, Mayor

Date: _____

CITY OF LEANDER:

ATTEST:

_____
Dara Crabtree, City Secretary

By:_____
Na'Cole Thompson, Mayor Pro Tem

Date: _____

Amended & Restated Capacity Reservations in the Brushy Creek Regional Wastewater System Collection and Treatment Systems

Node	From	To	Cedar Park	Austin	Round Rock	Leander	Check
Brushy Creek Interceptor - Upstream Collection System (percent ownership in capacity)							
A	C1-30	C1-17	100.00%	0.00%	0.00%	0.00%	100.00%
B	C1-17	C2-31	100.00%	0.00%	0.00%	0.00%	100.00%
C	C2-31	C2-23	90.78%	9.22%	0.00%	0.00%	100.00%
D	C2-23	C2-16	90.90%	9.10%	0.00%	0.00%	100.00%
E	C2-16	C2-9	87.30%	12.70%	0.00%	0.00%	100.00%
F	C2-9	C2-1B	86.11%	13.89%	0.00%	0.00%	100.00%
G	C2-1B	C3-22	83.38%	16.62%	0.00%	0.00%	100.00%
H	C3-22	C3-18	65.11%	9.59%	0.00%	25.30%	100.00%
I	C3-18	C3-13	64.51%	9.50%	0.92%	25.07%	100.00%
J	C3-13	C3-1	62.58%	9.22%	3.91%	24.29%	100.00%
Brushy Creek Interceptor - Downstream Collection System (percent ownership in capacity)							
K	C3-1	C20-28	56.74%	8.37%	12.90%	21.99%	100.00%
L	C20-28	C20-8	56.22%	8.29%	13.70%	21.79%	100.00%
M	C20-8	C21-1	38.52%	30.32%	16.32%	14.84%	100.00%
N	C21-1	C6-12A	34.87%	27.46%	24.26%	13.41%	100.00%
0	C6-12A	C6-1	33.79%	26.62%	26.60%	12.99%	100.00%
p	C6-1	C9-1	30.98%	24.43%	32.70%	11.89%	100.00%
Q	C9-1	C6A-21	30.21%	23.82%	34.38%	11.59%	100.00%
R	C61-21	C6A-12	29.50%	23.28%	35.91%	11.31%	100.00%
s	C6A-12	C6A-1	28.99%	22.86%	37.04%	11.11%	100.00%
Lake Creek Interceptor (percent ownership in capacity) - Austin & Round Rock only							
	LC0965	LC0963	0.00%	27.00%	73.00%	0.00%	100.00%
	LC0963	LC0920	0.00%	26.00%	74.00%	0.00%	100.00%
	LC0920	LC093737	0.00%	23.00%	77.00%	0.00%	100.00%
	LC093737	LC094	0.00%	22.00%	78.00%	0.00%	100.00%
	LC094	LC091738	0.00%	20.00%	80.00%	0.00%	100.00%
	LC091738	RW0135	0.00%	23.00%	77.00%	0.00%	100.00%
Southwest Interceptor (percent ownership in capacity) - Austin & Round Rock only							
	LC45001	LC45003	0.00%	91.00%	9.00%	0.00%	100.00%
	LC45003	LC45007	0.00%	90.00%	10.00%	0.00%	100.00%
	LC45007	LC45013B	0.00%	91.00%	9.00%	0.00%	100.00%
	LC45013B	LC45013A	0.00%	92.00%	8.00%	0.00%	100.00%
	LC45013A	LC1627F	0.00%	75.00%	25.00%	0.00%	100.00%
	LC1627F	LC1627E	0.00%	76.00%	24.00%	0.00%	100.00%
	LC1627E	LC153721	0.00%	74.00%	26.00%	0.00%	100.00%
	LC153721	LC1519	0.00%	60.00%	40.00.%	0.00%	100.00%
	LC1519	LC151	0.00%	58.00%	42.00%	0.00%	100.00%
	LC151	LC0965	0.00%	47.00%	53.00%	0.00%	100.00%

Node	From	To	Cedar Park	Austin	Round Rock	Leander	Check
South Interceptor (percent ownership in capacity) - Austin & Round Rock only							
	LC11111	LC1197	0.00%	61.00%	39.00%	0.00%	100.00%
	LC1197	LC1182	0.00%	60.00%	40.00%	0.00%	100.00%
	LC1182	LC111572	0.00%	53.00%	47.00%	0.00%	100.00%
	LC111572	LC11117	0.00%	44.00%	56.00%	0.00%	100.00%
	LC11117	LC1110	0.00%	40.00%	60.00%	0.00%	100.00%
	LC1110	LC091736	0.00%	30.00%	70.00%	0.00%	100.00%
	LC091736	LC091738	0.00%	24.00%	76.00%	0.00%	100.00%
Treatment Facilities - Percent Ownership or Treatment Capacity Ownership							
Avg. Daily WWTP Capacity (MGD)			5.46	3.26	20.05	4.23	33.00
Percent Ownership of Treatment Capacity			16.55%	9.87%	60.76%	12.82%	100.00%
Total **East Plant** Capacity After Expansion 30.00 MGD (lost 1.50 of 21.50 MGD converting "original" plant)							
Total **West Plant** Capacity 3.00 MGD							
Total **Plant** Capacity AFTER East Plant Expansion 33.00 MGD							

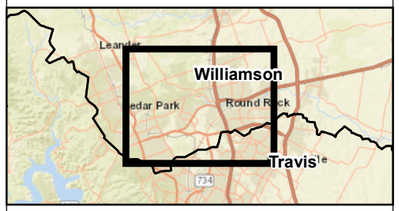
EXHIBIT B

PROJECT COST ALLOCATION PERCENTAGES

City	Existing Capacity Ownership (gpm)	Additional Capacity Required (gpm)	2040 Flow Projections (gpm)	Cost Allocation based on % of total 2040 projections
Austin	9,493	1,965	11,458	15.79%
Cedar Park	12,039	420	12,458	17.17%
Leander	4,620	5,324	9,944	13.71%
Round Rock	17,116	21,571	38,688	53.33%
Total	**43,269**	**29,280**	**72,549**	**100.00%**

BRUSHY CREEK REGIONAL WASTEWATER SYSTEM MASTER PLAN

FIGURE 1
EXISTING BRUSHY CREEK INTERCEPTOR SEGMENTS



LEANDER

CEDAR PARK

ROUND ROCK

AUSTIN

SEGMENT A
SEGMENT B
SEGMENT C
SEGMENT D
SEGMENT E
SEGMENT F
SEGMENT G
SEGMENT H
SEGMENT I
SEGMENT J
SEGMENT K
SEGMENT L
SEGMENT M
SEGMENT N
SEGMENT O
SEGMENT P
SEGMENT Q
SEGMENT R
SEGMENT S

WTP
BCW WWTP
BCE WWTP

Williamson County
Travis County

Legend

- Segment A
- Segment B
- Segment C
- Segment D
- Segment E
- Segment F
- Segment G
- Segment H
- Segment I
- Segment J
- Segment K
- Segment L
- Segment M
- Segment N
- Segment O
- Segment P
- Segment Q
- Segment R
- Segment S
- Other

WTP WWTPS

CREEKS

County Boundary

CITY LIMITS

AUSTIN
CEDAR PARK
LEANDER
ROUND ROCK

CITY ETJ

ROUND ROCK ETJ
LEANDER ETJ
CEDAR PARK ETJ
AUSTIN ETJ

Data Source:
Basemap Source:
ESRI (2021)

N

0 3,000 6,000 Feet

Date: 1/22/2025

K·FRIESE + ASSOCIATES
A LOCHNER COMPANY
1120 S. Capital of Texas Highway
CityView 2, Suite 100, Austin, Texas 78746
P 512.338.1704 | kfriese.com
TBPE Firm No. 6535

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EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Approval of the Development Agreement for the Leander Municipal Management District No. 1 between the City of Leander and Northline Leander Development Company, LP.

BACKGROUND:
At the City Council meeting on January 7, 2021, the City Council approved authorizing the City Manager to pursue State legislation benefiting the City of Leander by the creation of a Municipal Management District (MMD). The purpose was to create a MMD over the geographical boundaries of the Northline development, a 115.7076-acre site generally located at the southwest corner of San Gabriel Parkway and SH 183A. MMDs allow commercial property owners the ability to enhance a defined business area and have the ability to finance facilities, infrastructure, and services beyond those already provided by a municipality.

Permitted services under an MMD include:

- Economic development;
- Business recruitment;
- Promotion of health and sanitation;
- Public safety, traffic control, and recreation;
- Landscaping, lighting, and signs;
- Streets, walkways, and drainage;
- Solid waste, water, sewer, and power facilities;
- Parks, open space, and art; or
- Parking facilities and transit stations.

During the 2021 87th State Legislative Regular Session, the City pursued House Bill 4638 amending the Special District Local Laws Code to create the Leander Municipal Management District No. 1 to provide certain improvements, projects, and services for public use and benefits as it relates to the Northline development. The bill provides for, among other provisions, improvement projects or services within all or a portion of the Northline area, an exemption from certain supervision and approval requirements relating to the issuance of bonds to provide water, sewage, or drainage facilities, the addition or removal of territory, and the dissolution of the District. The District's powers and duties include, subject to certain requirements, compliance with a development agreement with the City of Leander, the owner of the majority of the land in the District, and any other entities, and the authority to issue obligations and impose property and operation and maintenance taxes and assessments, including to pay costs related to electrical or optical lines. The bill prohibits the District from exercising the power of eminent domain. The State Legislature passed House Bill 4638 with an effective date of January 1, 2022, creating the Leander Municipal Management District No. 1 (MMD-1).

On August 6, 2025, the City was informed by the Northline developer of specific language in House Bill 4638, Section 3918.0302 specifying that MMD-1 would expire on the fourth anniversary of the effective date (January

1, 2026) if a development agreement had not been approved by the City of Leander. After discussions with the developer, staff recommended to the City Council that the City should pursue bill amendments during the 89th State Legislative Special Sessions to remove or modify the expiration date along with any other necessary changes to help prevent MMD-1 from expiring. On August 21, 2025, the City Council approved a resolution authorizing the City Manager to pursue State legislation amending the local law creating MMD-1.

The Governor has not called for a third special session this year. Therefore, a Development Agreement between the City and the developer will need to be approved and fully executed in order to prevent MMD-1 from expiring before the end of 2025. City staff and the developer have prepared the Development Agreement to prevent the creation statute from expiring and to establish a framework for a working relationship between the City and District and to coordinate the timing of appointment of the initial board of directors and entering into future agreements related to the District.

HISTORY/TIMELINE:
01-07-2021 - City Council approved authorizing the City Manager to pursue State legislation benefiting the City of Leander by the creation of a MMD.
03-04-2021 - City of Leander published notice of intent to introduce a bill to create the Leander Municipal Management District No. 1.
04-14-2021 - House Bill 4638 was filed and authored by Representative John Bucy III, and sponsored by Senator Charles Schwertner.
05-16-2021 - House Bill 4638 was passed by the House.
05-27-2021 - House Bill 4638 was passed by the Senate.
06-8-2021 - House Bill 4638 was filed without the Governor's signature.
01-01-2022 - House 4638 became effective as law. Click link HB 4638 to view bill.

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approving the Development Agreement for the Leander Municipal Management District No. 1 between the City of Leander and Northline Leander Development Company, LP.

PRESENTER:
Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

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Fiscal Impact

Attachments:

1. Development Agreement

DEVELOPMENT AGREEMENT
FOR THE LEANDER MUNICIPAL MANAGEMENT DISTRICT NO. 1

This Development Agreement for the Leander Municipal Management District No. 1 (the "Development Agreement") is made and entered into, effective as of the ___day of December, 2025, (the "Effective Date") by and between the **CITY OF LEANDER,** a Texas home rule municipal corporation (the "City"), and **NORTHLINE LEANDER DEVELOPMENT COMPANY, LP**, a Texas limited partnership (the "Owner"). The City and the Owner are sometimes referred to herein as the "Parties." The Parties agree as follows.

RECITALS

WHEREAS, the Leander Municipal Management District No. 1 (the "District") was created by House Bill 4638 in the 87th Regular Legislative Session, which enacted Chapter 3918, Texas Special District Local Laws (the "Creation Statute");

WHEREAS, the District is also governed by Chapter 375, Texas Local Government Code (the "MMD Statute") to the extent said statute does not conflict with the Creation Statute;

WHEREAS, the District was created to serve the public use and benefit, including promoting, developing, encouraging, and maintaining employment, commerce, transportation, tourism, recreation, the arts, entertainment, economic development, safety, and the public welfare in the District, and for the additional purposes stated in the Creation Statute and the MMD Statute;

WHEREAS, the District encompasses the property described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property");

WHEREAS, Section 3918.0302(a), Texas Special District Local Laws Code (the "Code"), provides that the City and the owner of a majority of land within the District may enter into a development agreement if approved by the City;

WHEREAS, the Owner owns a majority of the land within the District;

WHEREAS, Section 3918.302(b) of the Code provides that the Creation Statute expires on the fourth anniversary of the effective date of the act enacting the Creation Statute if a development agreement is not executed before that date;

WHEREAS, the effective date of the act enacting the Creation Statute was January 1, 2022; and

WHEREAS, the Parties desire to enter into this Development Agreement to prevent the Creation Statute from expiring and to establish a framework for a working relationship between the City and the District and to coordinate the timing of appointment of the initial board of directors and entering into future agreements related to the District;

NOW, THEREFORE, for the mutual consideration and promises set forth herein, the Parties agree as follows.

Section 1. Recitals. The foregoing recitals are incorporated herein and made a part of this Development Agreement for all purposes.

Section 2. Consideration. The benefits to the Parties, being the mutual promises expressed herein, are good and valuable consideration for this Development Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Section 3. Term. The Parties further mutually agree that this Development Agreement shall be in full force and effect upon the date above first written and shall remain in effect until the earlier to occur of the following: (a) the termination of the District in accordance with the Creation Statute or the MMD Statute; (b) the District being dissolved; or (c) the Parties mutually agreeing to terminate the Development Agreement.

Section 4. Initial Directors. (a) On or before July 1, 2027, the Owner shall submit a petition requesting the City Council appoint five persons as initial directors for the District from a list of persons in the District provided by the Owner. In the event the Owner does not own a majority of assessed value of real property within the District, the Owner shall obtain the signatures of the owners of a majority of the assessed value of real property in the District on the petition.

(b) The petition must name more than five persons who are qualified to serve as directors under applicable law for the City Council's consideration.

(c) The City Council shall appoint as initial directors five persons listed in the petition.

(d) Section 3918.0209 of the Creation Statute, which provides for the initial directors for the District, expires on September 1, 2027. If the Owner fails to submit a petition complying with the foregoing provisions, the Owner and the City shall meet to determine the plans for the District, including but not limited to appointment of the initial directors prior to the aforementioned expiration date, pursing legislation or other appropriate actions to cause the initial board of directors to be appointed should the expiration date pass, or dissolution of the District.

Section 5. City and District Cooperation. (a) The City and the District desire to collaborate regarding the exercise of District powers in a manner to facilitate the development of the Property and to carry out the purposes of the MMD Statute and the Creation Statute. To achieve the afore stated purposes, in addition to such agreements with such other parties with which the District may contract, the City and the District intend to enter into agreements as each may determine appropriate from time to time. The following is a non-exclusive list of subjects to address in future agreements, as mutually determined appropriate by the Parties:

(1) The construction of projects that serve the District, including but not limited to parking structures and any projects involving City property;
(2) Methods of financing improvement projects;
(3) Provision and funding of any increased maintenance or services provided to the District; and

(4) The administration of programs to promote economic development and to stimulate business and commercial activity in the District.

(b) At the initial organizational meeting, the Owner (or a majority of the owners of land within the District) shall cause the District to ratify this Development Agreement, as it may be amended from time to time. Prior to such ratification, the City and the Owner, or the then owners of a majority of land within the District, may amend this Development Agreement to address the matters described in this Section. After ratification of the Agreement, the City and the District may designate representatives to negotiate any amendments to this Development Agreement or any additional agreements between the City and the District.

Section 6. Assignment. Owner's rights and obligations under this Development Agreement may be assigned by Owner to one (1) or more purchasers of all or part of the Property, provided that the Council must first approve and consent to any such assignment by Owner of this Development Agreement or of any right or duty of Owner pursuant to this Development Agreement, which consent shall not be unreasonably withheld, conditioned, or delayed.

Section 7. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Development Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Development Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Development Agreement, including seeking mandamus relief to enjoin actions of the District or the City that are inconsistent with this Development Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

Section 8. Limited Reservation of Rights. To the extent not inconsistent with the Creation Statute, the MMD Statute, or this Development Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 9. Attorney's Fees. In the event of action pursued in court to enforce rights under this Development Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 10. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Development Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Development Agreement. In order to be effective as to a party,

any waiver of default under this Development Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Development Agreement in the future.

Section 11. Force Majeure.

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

(b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Development Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

(c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 12. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given two (2) business days after deposit with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Leander
Attn: City Manager
P.O. Box 319
Leander, Texas 78646

with copy to:

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

Any notice mailed to the Owner shall be addressed:

Northline Leander Development Company, LP
3710 Meadowbank Drive
Austin, TX 78703
Attn: Mr. Alex Tynberg

With copy to:
Graves Dougherty Hearon & Moody
401 Congress Avenue, Suite 2700
Austin, Texas 78701
Attn: R. Alan Haywood

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

Section 13. Severability. Should any court declare or determine that any provisions of this Development Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Development Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Development Agreement and the remaining provisions of this Development Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Development Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Development Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Development Agreement.

Section 14. Agreement and Amendment. This Development Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

Section 15. No Joint Venture. The terms of this Development Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Development Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Development Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, or an owner of property within the District, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Development Agreement, any notice of default or action seeking a remedy for such default must be made by an owner of property within the District.

Section 17. Recordation. This Development Agreement shall be recorded in the Official Public Records of Williamson County, Texas.

Section 18. Texas Law Governs. This Development Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

Section 19. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Development Agreement.

EXECUTED in multiple originals this the _____ day of December, 2025.

CITY:

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

Attest:

By:_____
Name: Dara Crabtree
Title: City Secretary

By:_____
Name: Na'Cole Thompson
Title: Mayor Pro Tem

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this ____ day of December, 2025, by Na'Cole Thompson, Mayor Pro Tem of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

_____
Notary Public, State of Texas

OWNER:

NORTHLINE LEANDER DEVELOPMENT COMPANY, LP, a Texas limited partnership

By: NLDC GP, LLC, a Texas limited liability company, General Partner

By: Tynberg, LLC, a Texas limited liability company, Manager

By: _____
Alex Tynberg, Manager

THE STATE OF TEXAS §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on the 4th day of December, 2025, by Alex Tynberg, as Manager of Tynberg, LLC, a Texas limited liability company, on behalf of said limited liability company as Manager of NLDC GP, LLC, a Texas limited liability company, on behalf of said limited liability company as General Partner of NORTHLINE LEANDER DEVELOPMENT COMPANY, LP, a Texas limited partnership, on behalf of said limited partnership.

DEBORA PENBERG
Notary Public, State of Texas
Comm. Expires 07-01-2029
Notary ID 129469582

_____
NOTARY PUBLIC, State of Texas

Exhibit A

EXHIBIT A

115.7076 acres of land, more or less, comprised of those three (3) certain tracts of land containing 22.781 acres, more or less, out of the William Mancil Survey, Abstract No. 437 in Leander, Williamson County, Texas, more particularly described on **Exhibit A-1** attached hereto; 47.5871 acres, more or less, in the Talbot Chambers Survey, Abstract No. 125 in Leander, Williamson County, Texas, more particularly described on **Exhibit A-2** attached hereto; and 45.3395 acres of land, more or less, more or less, in the Talbot Chambers Survey, Abstract No. 125 in Leander, Williamson County, Texas, more particularly described on **Exhibit A-3** attached hereto.

EXHIBIT A-1

Talbot Chambers Survey, Abstract No. 125

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 47.5871 ACRES (2,072,892 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 269.836 ACRE TRACT CONVEYED TO RB 270 PARTNERSHIP, RECORDED IN DOCUMENT NO. 2004036768 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 47.5871 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "Ward-5811" cap found in the curving east right-of-way line of Mel Mathis Boulevard (right-of-way varies), and being the southwest corner of a called 9.850 acre tract conveyed to Area Leander 1 LP, recorded in Document No. 2016069577 (O.P.R.W.C.T.) and being in the north line of said 269.836 acre tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "Ward-5811" cap found at point of tangency in the east right-of-way line of said Mel Mathis Boulevard, and being in the west line of said 9.850 acre Area Leander 1 LP tract, bears, 24.13 feet along the arc of a curve to the right, having a radius of 999.00 feet, and whose chord bears N18°36'59"W, a distance of 24.13 feet;

THENCE, leaving the east right-of-way line of said Mel Mathis Boulevard, with the north line of said 269.836 acre RB 270 Partnership tract and the south line of said 9.850 acre Area Leander 1 LP tract, the following three (3) courses and distances:

1) **N70°42'41"E**, a distance of **938.70** feet to a 1/2-inch iron rod found for an angle point hereof,
2) **N70°36'57"E**, a distance of **53.16** feet to a 1/2-inch iron rod found for an angle point hereof, and
3) **N71°20'07"E**, a distance of **79.42** feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being the southeast corner of said 9.850 acre Area Leander 1 LP tract, and being in the north line of said 269.836 acre RB 270 Partnership tract, and being in the west right-of-way line of US Highway 183A (400' right-of-way, conveyed in Document No(s). 2004068741 and 2004088731 (O.P.R.W.C.T.);

THENCE, leaving the north line of said 269.836 acre RB 270 Partnership tract, with the west right-of-way line of said US Highway 183A, over and across said 269.836 acre RB 270 Partnership tract, **S56°03'41"E**, passing at a distance of 524.73 feet a TxDOT Type II Brass Disc Monument with "CTRMA" stamp found, and continuing for a total distance of **1,299.85** feet to a 1/2-inch iron rod with "KHA" cap found for the southeast corner hereof, said point being the northeast corner of a called 100.000 acre tract, conveyed to Austin Community College District recorded in Document No. 2010030836 (O.P.R.W.C.T.), from which a TxDOT Type II Brass Disc Monument with "CTRMA" stamp found at a point of curvature in the west right-of-way line of said US Highway 183A, and being in the east line of said 100.000 acre Austin Community College District tract bears, S56°03'41"E, a distance of 724.81 feet;

THENCE, over and across said 269.836 acre RB 270 Partnership tract, with the north line of said 100.000 acre Austin Community College District tract, the following three (3) courses and distances:

1) **S33°55'23"W**, a distance of **371.76** feet to a 5/8-inch iron rod with aluminum "MWM" cap found for a point of curvature hereof,
2) **390.32** feet along the arc or a curve to the right, having a radius of **630.00** feet, and whose chord bears **S51°42'47"W**, a distance of **384.11** feet to a 5/8-inch iron rod with aluminum "MWM" cap found for a point of tangency hereof, and

3) **S69°24'42"W**, a distance of **1,157.38** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the southwest corner hereof, said point being the northwest corner of said 100.000 acre Austin Community College District tract, and being in the east right-of-way line of said Mel Mathis Boulevard;

THENCE, over and across said 269.836 acre RB 270 Partnership tract, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of the herein described tract the following two (2) courses and distances:

1) **N20°34'14"W**, a distance of **1,393.85** feet to a 1/2-inch iron rod with "Ward-5811" cap set for a point of curvature hereof, and
2) **22.41** along the arc of a curve to the right, having a radius of **999.00** feet, and whose chord bears **N19°55'40"W**, a distance of **22.41** feet to the **POINT OF BEGINNING**, and containing 47.5871 Acres (2,072,892 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_47 Acre Tract.dwg)

2/1/17

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

EXHIBIT A-2

DOROTHY R. WINTERS EXEMPT FAMILY TRUST
WILLIAM MANCIL SURVEY, ASTRACT NO. 437
22.781 ACRES (992,343 SQ. FT.)

DESCRIPTION OF 22.781 ACRES (992,343 SQ. FT.) OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE WILLIAM MANCIL SURVEY, ASTRACT NO. 437, BEING A PORTION OF A 159.838 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO DOROTHY R. WINTERS EXEMPT FAMILY TRUST IN DOCUMENT NO. 2014021295 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 22.781 ACRES (992,343 SQ. FT.), BEING TWO TRACTS OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1:

BEGINNING at a 1/2" iron rod found in the easterly line of a 100 foot wide right-of-way for railroad purposes, quitclaimed to the City of Austin by deed of record in Volume 1417, Page 282, Official Records of Williamson County, Texas, same being the westerly line of said 159.838 Acre Tract, at the southwesterly corner of a 3.733 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2004068740, Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

THENCE over and across said 159.838 Acre Tract, with the southerly line of said 3.733 Acre Tract, same being the northerly line of the herein described tract the following two (2) courses:

1. N71°51'31"E, a distance of 261.37 feet to a 1/2" iron rod found;

2. N71°29'44"E, a distance of 843.54 feet to an iron rod with cap found at the most westerly corner of a 163 square foot tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2010082651, Official Public Records of Williamson County, Texas;

THENCE N72°06'36"E, continuing over and across said 159.838 Acre Tract with the southerly line of said 163 square foot tract, same being the northerly line of the herein described tract, a distance of 81.22 feet to an iron rod with cap found in the westerly line of a 2.124 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2006066934, Official Public Records of Williamson County, Texas, at the southwesterly corner of said 163 Square Foot Tract;

THENCE continuing over and across said 159.838 Acre Tract with the westerly and southerly lines of said 2.124 Acre Tract, same being the northerly line of the herein described tract the following two (2) courses:

1. S16°45'56"E, a distance of 8.41 feet to a cotton spindle found at the southwesterly corner of said 2.124 Acre Tract ;

2. N69°57'17"E, a distance of 39.44 feet to an iron rod with G&R Cap set at the northwesterly corner of a 0.821 acre tract conveyed to The City of Leander, Texas for street right-of-way purposes (Mel Mathis Avenue – 80' R.O.W.) by deed of record in Document No. 2012077074, Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE continuing over and across said 159.838 Acre Tract with the westerly line of said 0.821 Acre Tract, same being the easterly line of the herein described tract the following two (2) courses:

1. S17°55'56"E, a distance of 420.33 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the left;

2. Along said curve to the left, having a radius of 1079.00 feet, an arc length of 25.93 feet and a chord which bears S18°37'14"E, a distance of 25.93 feet to an iron rod with G&R Cap set in the northerly line of a 269.836 acre tract described in a deed of record to RB 270 Partnership in Document No. 2004036768, Official Public Records of Williamson County Texas, same being the southerly line of said 159.838 Acre Tract, for the southeasterly corner of the herein described tract;

THENCE with the southerly line of said 159.838 Acre Tract, same being in part the northerly line of said 269.836 Acre Tract and in part the northerly line of Lot 2, San Gabriel Park, a subdivision of record in Cabinet Y, Slides 364-367, Plat Records of Williamson County Texas, the following five (5) courses:

1. S70°42'59"W, a distance of 3.13 feet to an iron rod with G&R Cap set at the common northerly corner of said 269.836 Acre Tract and said Lot 2;

2. S71°12'01"W, a distance of 61.83 feet to a 1/2" iron rod found;

3. S69°02'16"W, a distance of 90.38 feet to a 1/2" iron rod found;

4. S70°43'16"W, a distance of 728.63 feet to a 1/2" iron rod found;

5. S70°11'21"W, a distance of 314.93 feet to a 1/2" iron rod found in the easterly line of said 100 foot wide right-of-way for railroad purposes and the westerly line of said 159.838 Acre Tract, for the southwesterly corner of the herein described tract;

THENCE N21°11'57"W, with the common line of said 100 foot wide right-of-way for railroad purposes and said 159.838 Acre Tract, a distance of 477.91 feet to the **POINT OF BEGINNING**, containing an area of 12.931 acres (563,261 sq. ft.) of land, more or less.

TRACT 2:

BEGINNING at a cotton spindle found in the westerly line of a 24.697 acre tract, conveyed to Williamson County, Texas for Highway 183-A right-of-way purposes (400' R.O.W.) by deed of record in Document No. 2004068741, Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE S56°04'40"E, over and across said 159.838 Acre Tract, with the westerly line of said 24.697 Acre Tract, same being the easterly line of the herein described tract, a distance of 712.18 feet to a 1/2" iron rod found in northerly line of a 269.836 acre tract described in a deed of record to RB 270 Partnership in Document No. 2004036768, Official Public Records of Williamson County Texas, for the southeasterly corner of the herein described tract;

THENCE with the common line of said 159.838 Acre Tract and said 269.836 Acre Tract the following three (3) courses:

1. S71°18'14"W, a distance of 79.46 feet to a 1/2" iron rod found;

2. S70°37'32"W, a distance of 53.16 feet to a 1/2" iron rod found;

3. S70°42'59"W, a distance of 938.59 feet to an iron rod with G&R Cap set at the southeasterly corner of a 0.821 acre tract conveyed to The City of Leander, Texas for street right-of-way purposes (Mel Mathis Avenue – 80' R.O.W.) by deed of record in Document No. 2012077074, Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;

THENCE leaving the common line of said 159.838 Acre Tract and said 269.836 Acre Tract and continuing over and across said 159.838 Acre Tract with the easterly line of said 0.821 Acre Tract, same being the westerly line of the herein described tract, the following two (2) courses:

1. Along a curve to the right, having a radius of 999.00 feet, an arc length of 24.05 feet and a chord which bears N18°37'19"W, a distance of 24.05 feet to an iron rod with G&R Cap set at the end of said curve

2. N17°55'56"W, a distance of 423.28 feet to an iron rod with G&R Cap set in the southerly line of a 2.124 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2006066934, Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

THENCE N69°57'17"E, continuing over and across said 159.838 Acre Tract with the southerly line of said 2.124 Acre Tract, same being the northerly line of the herein described tract, a distance of 115.16 feet to an iron rod with cap found at the southwesterly corner of a 0.808 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2010082651, Official Public Records of Williamson County, Texas;

THENCE continuing over and across said 159.838 Acre Tract with the southerly line of said 0.808 Acre Tract, same being the northerly line of the herein described tract, the following two (2) courses:

1. Along a curve to the left, having a radius of 1113.00 feet, an arc length of 444.24 feet and a chord which bears N59°35'56"E, a distance of 441.30 feet to an iron rod with cap found at the end of said curve;

2. N48°11'55"E, a distance of 93.35 feet to the **POINT OF BEGINNING**, containing an area of 9.850 (429,082 sq. ft.) acres of land, more or less, **FOR A TOTAL AREA OF 22.781 (992,343 SQ. FT.) ACRES OF LAND WITHIN TRACTS 1 AND 2.**

Phillip L. McLaughlin 07-19-16
Registered Professional Land Surveyor
State of Texas No. 5300

Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.

G&R Surveying Project No. 16240
ATTACHMENTS: 16240_GR-ALTA.DWG

STATE OF TEXAS
REGISTERED
PHILLIP L. MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

1805 Ouida Drive, Austin, TX 78728
Phone (512)267-7430 • Fax (512)836-8385

EXHIBIT A-3

EXHIBIT " " Talbot Chambers Survey, Abstract No. 125

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 45.3395 ACRES (1,974,990 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, SAN GABRIEL PARK, A SUBDIVISION RECORDED IN CABINET Y, SLIDES 364-367 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 45.3395 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod found in the east right-of-way line of the Capital Metropolitan Transportation Authority Railroad (100' right-of-way), conveyed in Document No. 2000020773 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), being the southwest corner of a called 12.931 acre tract conveyed to Area Leander 1, L.P. in Document No. 2016069577 (O.P.R.W.C.T.), and being the northwest corner of said Lot 2, for the northwest corner hereof, from which a 1/2-inch iron rod found at the intersection of the south right-of-way line of San Gabriel Parkway (right-of-way width varies), partially dedicated in Document No. 2004068740 (O.P.R.W.C.T.), and the east right-of-way line of said Railroad, bears N21°12'43"W, a distance of 477.90 feet;

THENCE, leaving the east right-of-way line of said Railroad, with the common line of said 12.931 acre tract and said Lot 2, the following four (4) courses and distances:

1) **N70°11'45"E**, a distance of **314.90** feet to a 1/2-inch iron rod found for an angle point hereof,
2) **N70°43'28"E**, a distance of **728.71** feet to a 1/2-inch iron rod found for an angle point hereof,
3) **N69°06'10"E**, a distance of **90.47** feet to a 1/2-inch iron rod found for an angle point hereof, and
4) **N71°06'42"E**, a distance of **61.67** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the northeast corner hereof, being an angle point in the west right-of-way line of Mel Mathis Boulevard (right-of-way width varies), partially dedicated in Document No. 2014077239 (O.P.R.W.C.T.), and being the northeast corner of said Lot 2;

THENCE, with the west right-of-way line of said Mel Mathis Boulevard and the east line of said Lot 2, the following three (3) courses and distances:

1) **S20°36'40"E**, a distance of **1,117.48** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
2) **S20°26'00"E**, a distance of **27.68** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, and
3) **S20°29'52"E**, a distance of **128.25** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof;

THENCE, with the east line of said Lot 2, in part being the west right-of-way line of Mel Mathis Boulevard, and in part being the west line of a called 3.827 acre tract conveyed to the City of Leander, Texas in Document No. 2014005725 (O.P.R.W.C.T.), **S20°28'10"E**, a distance of **493.39** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, and being an angle point in the common line of said Lot 2 and said 3.827 acre tract;

THENCE, continuing with the common line of said Lot 2 and said 3.827 acre tract, the following seven (7) courses and distances:

1) **S22°49'04"E**, a distance of **50.01** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,

2) **S16°12'32"E**, a distance of **67.74** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
3) **S21°18'20"E**, a distance of **61.32** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
4) **S20°56'16"E**, a distance of **136.77** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
5) **S21°13'59"E**, a distance of **70.93** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
6) **S25°02'37"E**, a distance of **366.51** feet to a Mag nail with "4Ward Boundary" washer set for an angle point hereof, and
7) **S24°25'23"W**, a distance of **17.00** feet to a calculated point for southeast corner hereof, from which a 1/2-inch iron rod found for an angle point in the common line of said Lot 2 and said 3.827 acre tract bears S24°25'23"W, a distance of 33.09 feet;

THENCE, over and across said Lot 2, the following twenty-five (25) courses and distances:

1) **N50°07'41"W**, a distance of **60.74** feet to a calculated point for an angle point hereof,
2) **N73°38'59"W**, a distance of **66.59** feet to a calculated point for an angle point hereof,
3) **N01°56'09"E**, a distance of **123.08** feet to a calculated point for an angle point hereof,
4) **N57°13'47"W**, a distance of **201.97** feet to a calculated point for an angle point hereof,
5) **N26°00'29"W**, a distance of **171.59** feet to a calculated point for an angle point hereof,
6) **N54°28'17"W**, a distance of **188.91** feet to a calculated point for an angle point hereof,
7) **N64°34'23"W**, a distance of **73.26** feet to a calculated point for an angle point hereof,
8) **S70°35'47"W**, a distance of **116.88** feet to a calculated point for an angle point hereof,
9) **N85°17'49"W**, a distance of **101.63** feet to a calculated point for an angle point hereof,
10) **N64°04'31"W**, a distance of **40.75** feet to a calculated point for an angle point hereof,
11) **N23°03'16"W**, a distance of **40.58** feet to a calculated point for an angle point hereof,
12) **N23°06'23"E**, a distance of **108.63** feet to a calculated point for an angle point hereof,
13) **N38°35'17"W**, a distance of **36.64** feet to a calculated point for an angle point hereof,
14) **N82°04'13"W**, a distance of **84.65** feet to a calculated point for an angle point hereof,
15) **N67°25'14"W**, a distance of **33.59** feet to a calculated point for an angle point hereof,
16) **N28°42'54"W**, a distance of **32.70** feet to a calculated point for an angle point hereof,
17) **N66°18'33"W**, a distance of **60.73** feet to a calculated point for an angle point hereof,
18) **S58°21'10"W**, a distance of **86.21** feet to a calculated point for an angle point hereof,
19) **S46°19'59"W**, a distance of **131.18** feet to a calculated point for an angle point hereof,
20) **S57°26'06"W**, a distance of **63.53** feet to a calculated point for an angle point hereof,
21) **N80°03'30"W**, a distance of **169.03** feet to a calculated point for an angle point hereof,
22) **N51°26'55"W**, a distance of **123.90** feet to a calculated point for an angle point hereof,
23) **N35°13'10"W**, a distance of **149.36** feet to a calculated point for an angle point hereof,
24) **N18°38'44"W**, a distance of **183.61** feet to a calculated point for an angle point hereof,
25) **N32°05'59"W**, a distance of **222.61** feet to a calculated point for an angle point hereof, said point being in the east right-of-way line of said Railroad, and being in the west line of said Lot 2, from which a 1/2-inch iron rod with "Ward-5811" cap set in the common line of said Lot 2 and said Railroad, for the northwest corner of a called 0.548 acre right-of-way dedication conveyed in Document No. 2014003534 (O.P.R.W.C.T.), bears S21°06'14"E, a distance of 930.19 feet;

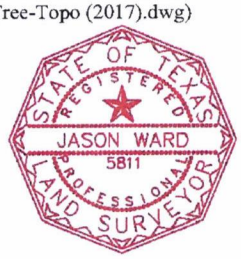
THENCE, with the east right-of-way line of said Railroad and the west line of said Lot 2, **N21°06'14"W**, a distance of **779.40** feet to the **POINT OF BEGINNING**, and containing 45.3395 Acres (1,974,990 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508_45 Acre Title-Tree-Topo (2017).dwg)

3/19/18

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC



EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Approval of a Lease Amendment between the City of Leander and Capitol Office Park to amend the permitted use and to allow for rental of rooms at the Leander Activity Center; and authorize the City Manager to sign any and all necessary documents.

BACKGROUND:
The City of Leander entered into a lease agreement with Capitol Office Park on March 9, 2022, for the use of the Leander Activity Center, followed by a lease extension effective February 20, 2025. The current lease limits the use of the facility to office purposes only. This First Lease Amendment updates Section 3 of the lease to reflect the actual and intended use of the facility for an activity center. The revised language expands the permitted use to include recreational and educational programming, such as classes, trainings, community activities, and events. It also allows for rental of the facility or portions of it to third parties, in accordance with City ordinances and policies. Fees for this purpose were included in the Parks and Recreation Department User Fee Policy, which was adopted by the City Council on October 2, 2025. City staff will also ensure that a clear park facility use rental policy is established prior to renting any portion of the facility.

The amendment ensures the lease aligns with current operations, supports insurance coverage requirements, and enables the City to generate revenue through facility rentals. All other terms of the lease remain unchanged and in full effect.

HISTORY/TIMELINE:
03/09/2022 - Original lease executed.
02/20/2025 - City Council approved the lease extension agreement.

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval.

PRESENTER:
Ashlea Boyle, Director of Parks and Recreation

Fiscal Impact

Attachments:

1. Original Lease Agreement - 03.03.2022
2. Lease Extension - 02.20.2025
3. Lease Amendment 12.11.2025

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LEASE AGREEMENT

THIS LEASE AGREEMENT is made this ____ day of February, 2022, between the Landlord and the Tenant named below and is as follows (the "Lease"):

Landlord: **address and phone no:**	Capitol Office Park P.O. Box 82653 Austin, Texas 78708 (512) 658-4333 apexaustin@Yahoo.com
Tenant: **tenant's representative;** **address, and phone no;**	CITY OF LEANDER 105 N. Brushy Leander, Texas 78641 P.O. Box 319 Leander, Texas 78646

Tenant consents to receive all notices via email: kheiden@leandertx.gov

Premises:	14,400 Square Feet located at 11880 Hero Way Leander, Texas Suite #600 as more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes
Lease Term:	36 Month term
Renewal Terms:	**Option to renew for 24 months**
Commencement Date:	**February____, 2022**
Rent Commencement Date:	March 1st, 2022
Base Rent:	March 2022 - February 2023 $15,600 Per Month + NNN
Security Deposit:	$15,600.00
Exhibits:	Exhibit "A"

1. Granting Clause. In consideration of the obligation of Tenant to pay rent as hereinprovided and in consideration of the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term, subject to the terms, covenants and conditions of the Lease.

2. Acceptance of Premises. LANDLORD IS LEASING THE PREMISES TO TENANT "AS IS", "WHERE IS", AND WITH ALL FAULTS AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS ORIMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF THE LANDLORD.

Except as provided in Paragraph 13, in ~~no event~~ shall Landlord have any obligation for any defects in the Premises or any limitation on its use. AB

3. Use. The Premises shall be used only for the purpose of an Office . Tenant will use the Premises in a careful, safe and proper manner and will not commit waste, or subject the Premises to any use that would damage the Premises. Tenant shall not permit any objectionable or unpleasant odors, smoke, or noise to emanate from the Premises, or take any other action that would constitute a nuisance. Tenant, at its sole expense, shall use and occupy the Premises in compliance with all laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, "Legal Requirements"). Tenant shall, at its expense, make any alterations or modifications, within or without the Premises that are required by Legal Requirements related to Tenant's use oroccupation of the Premises. Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Tenant's or Landlord's insurance, increase the insurance risk, or cause the disallowance of any sprinkler credits. If any increase in the cost of any insurance on the Premises iscaused by Tenant's use or occupation of the Premises, or because Tenant vacates the Premises, then Tenant shall pay the amount of such increase to Landlord upon demand. Any occupation of the Premises by Tenant prior to the Commencement Date shall be subject to all obligations of Tenant under this Lease.

4. Base Rent. Tenant shall pay Base Rent in the amount set forth above. The first month's Base Rent shall be due and payable on the Rent Commencement Date, and Tenant promises to pay to Landlord in advance, without demand, abatement, deduction or set-off monthly installments of Base Rent on or before the first day of each calendar month following the Rent Commencement Date. All payments required to be made by Tenant to Landlord hereunder shall be payable at such address as Landlord may specify from time to time by written notice delivered in accordance herewith.

5. Adjustments to Base Rent. None.

6. Late Charges. If Landlord does not receive total rent payment by the third day of the month, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the overdue amount plus anadditional $10 per day every day until the rent is paid in full including any and all late fees. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment.

7. Additional Rent. This Lease is a "Triple Net " Lease, which means that Tenant shall be obligated to pay for all real estate taxes and other impositions (as described in Paragraph 9), all insurance premiums (as described in Paragraph 10), all repairs, maintenance and replacements to the Premises (as described in Paragraph 14), all utilities to the Premises (as described in Paragraph 8), and all other costs and expenses related to the use or operation of the Premises as otherwise provided in this Lease.

8. Utilities. Tenant agrees to pay for its own share of all water, gas, electricity, heat, light, power, telephone, ~~sprinkler services~~, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and water and storm and/or sanitary sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider (whether billed directly to Tenant or to Landlord), together with any taxes, penalties, charges or the like pertaining to Tenant's use of the Premises. No interruption or failure of utilities shall constitute an eviction or disturbance of Tenant's use and possession of the Premises or a breach of any of Landlord's obligations or

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render Landlord liable for damages or entitle Tenant to be relieved from any of its obligations (including the obligation to pay Rent). In the event of any interruption or malfunction, Landlord shall use reasonable diligence during Landlord's normal business hours to restore service when restoration is within its reasonable control.

9. Taxes. Tenant shall pay all Taxes that accrue against the Premises during the Lease Term, except that Taxes for any partial calendar year during the Lease Term shall be prorated and Tenant shall be responsible for that pro rata portion covering the portion of the year this Lease is in force. To the extentthat taxes are paid by Landlord in any year, Tenant shall reimburse Landlord within 30 days notice from Landlord that the monies have been expended by Landlord and are due from Tenant. If any such tax or excise is levied or assessed directly against Tenant, then Tenant shall be responsible for and shall pay the same at such times and in such manner, as the taxing authority shall require. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant. If any of Tenant's personal property is taxed with the Premises, Tenant shall pay Landlord the taxes for the personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.

"Taxes" as used herein, shall mean all ad valorem taxes, assessments, special assessments,personal property taxes, transit taxes, excises, levies, license and permit fees but excluding only franchise,death and income taxes of Landlord (but not excluding such taxes if imposed in the future either whollyor partially in lieu of present real estate, ad valorem or similar taxes). Taxes shall also include any fees payable to tax consultants and attorneys for consultation and contesting taxes.

Landlord may contest by appropriate legal proceedings the amount, validity, or application of any Taxes or liens thereof. If Tenant desires to contest any assessment of any Taxes which Tenant is required to pay hereunder and gives Landlord written notice of this intention, then Tenant may contest the assessment by appropriate proceedings diligently conducted in good faith without being in default hereunder; provided, however, if Tenant does not, as a part of such contest, pay such Taxes under protest, Tenant shall pay the amount of contested Taxes and the penalty and interest expected to accrue thereon into an interest bearing escrow account under the control of Landlord, which Landlord shall utilize to pay all Taxes and other sums finally determined to be due. Tenant shall immediately indemnify and hold Landlord harmless from all expenses and damages (including attorneys' fees and costs and court costs) resulting from such contest. At no cost to Landlord, Landlord shall cooperate with Tenant in their efforts to contest any assessment of Tax.

~~Whichever party receives any Tax bill attributable to the Premises and/or any notice of increase of assessment of the Premises shall forward a copy of said Tax bill to the other party within fifteen (15) days of such party's receipt of same.~~

10. Insurance.

(a) Required Policies. Tenant will maintain risk pool coverage in the amount of $3,000,000 for each occurrence for bodily injury, including death resulting therefrom, personal injury, property damage and advertising injury related to the City's use of the Premises; (Tenant will, at its sole cost and expense, comply with such requirements during the term of the Lease, and will promptly furnish to Landlord upon request certificates confirming the amount of coverage. The Tenant waives all rights against Landlord for damages caused by any peril to the extent covered by the risk pool coverage provided herein.

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(a) Special Remedy. Tenant's failure to obtain and maintain the required risk pool coverage will constitute a breach of, and default under, this Lease. If Tenant fails to remedy such breach within fifteen days (15) days after notice from Landlord, Landlord may, in addition to any other remedy available to Landlord, at Landlord's option, purchase such insurance, at Tenant's expense, and Tenant will promptly remit to Landlord the cost of such insurance as Additional Rent. Tenant will, to the extent permitted by law, indemnify the Landlord Parties (as hereinafter defined) against any claims arising from Tenant's failure to maintain the insurance coverages required by this Lease.

11. Waiver of Subrogation. Neither Landlord nor Tenant shall be liable (by way of subrogation or otherwise) to the other party (or to any insurance company insuring the other party) forany loss or damage to any of the property of Landlord or Tenant, as the case may be, to the extent and only to the extent actually covered by insurance even though such loss or damage might have been causedby the negligence of the Landlord or Tenant or their respective employees, agents, servants or invitees. This provision shall be in effect only so long as the applicable insurance policies contain a clause or endorsement to the effect that the aforementioned waiver shall not affect the right of the insured torecover under such policies; and each party shall use its best efforts (including payment of an additional premium) to have its insurance policies contain a waiver of subrogation clause. Landlord and Tenant covenant and agree to obtain a waiver of subrogation from its respective insurance carriers and have such waiver contained in all policies of insurance required to be obtained under this Lease. In the event any insurance carrier of Landlord or Tenant declines to include in such carrier's policy a waiver of subrogationclause, Landlord or Tenant, as the case may be, shall promptly notify the other party in writing.

12. Indemnification.

(a) Definitions. The "Tenant Parties" are Tenant and its shareholders, members, managers, partners, directors, officers, employees, agents, contractors, licensees and invitees. The "Landlord Parties" are Landlord, the Landlord's property manager, Landlord's mortgagee(s) and any affiliates or subsidiaries of the foregoing, and all of their respective shareholders, members, managers, partners, directors, officers, employees, agents, contractors, licensees and invitees. "Claims" means all foreseeable and unforeseeable damages (including actual, consequential, and punitive), losses, injuries, penalties, disbursements, costs, charges, assessments, legal costs and expenses (including court costs, attorneys' fees, experts' fees or other expenses incurred in investigating, preparing, prosecuting or settling anylegal action or proceeding or arbitration, mediation, or other method of alternative dispute resolution), demands, litigation, settlement payments, causes of action (whether in tort, contract, or under a theory of strict liability, or whether in law, equity, statutory or otherwise) or judgments. "Injury" means (i) harm to, impairment or loss of, or impairment or loss of use of, property, including income, (ii) harm to (including sickness or disease) or death of a person, or (iii) "personal and advertising injury", as such term isdefined in Insurance Services Office, Inc. ("ISO") form CG 0001 1001.

(b) Scope of Indemnities and Waivers. All indemnities, waivers and obligations to defend, wherever contained in this Lease, (i) are independent of, and will not be limited by, each other or any insurance obligations in this Lease (whether or not complied with) or damages or benefits payable under workers compensation or other employee benefit acts, (ii) will survive the expiration ofthis Lease until all related Claims against the beneficiaries are fully and finally barred by applicable law, (iii) are limited to the extent permitted by law. All applicable law affecting the validity or enforceability of any indemnity, waiver or obligation to defendcontained in this Lease is made a part of such provision and will operate to amend such Indemnity, waiver orobligation to defend to the minimum extent necessary to bring the provision into conformity with Applicable Law and cause the provision, as modified, to continue in full force and effect. ALL INDEMNITIES, WAIVERS AND OBLIGATIONS TO DEFEND CONTAINED IN PARAGRAPH 12.3 WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW FOR THE BENEFIT OF LANDLORD PARTIES, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OR SOLE, JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OF ANY OF

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THE LANDLORD PARTIES, AND REGARDLESS OF WHETHER LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED UPON OR ALLEGED AGAINST SUCH BENEFICIARY, BUT WILL NOT BE ENFORCED TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF ANY OF THE LANDLORD PARTIES.

(c) TENANT WAIVES AS TO THE LANDLORD PARTIES, AND WILL INDEMNIFY, TO THE EXTENT PERMITTED BY LAW, HOLD HARMLESS THE LANDLORD PARTIES AGAINST, ALL CLAIMS ARISING FROM, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, OR ALLEGEDTO ARISE FROM (A) INJURY SUFFERED BY ANY PARTY AND OCCURRING IN OR ON THE PREMISES; (B) INJURY CAUSED BY A TENANT PARTY AND OCCURRING OUTSIDE THE PREMISES, AND/OR (C) HARM TO, IMPAIRMENT OR LOSS OF, OR IMPAIRMENT OR LOSS OFUSE OF, PROPERTY, INCLUDING INCOME SUFFERED BY ANY PARTY INSIDE THE PREMISES OR CAUSED OR SUFFERED BY A TENANT PARTY OUTSIDE THE PREMISES.

13. Landlord's Repairs. None. Tenant acknowledges and agrees that Landlord shall have no obligations under this Lease to repair or maintain any portion of the Premises or the systems located in the Premises other than roof and exterior walls.

14. Tenant's Repairs. Subject to the provisions of Paragraphs 17 and 18, Tenant, at its expense, shall repair, replace and maintain in good condition all portions of the Premises and all interior areas, improvements and systems exclusively serving the Premises, including electric, plumbing, water and wastewater lines and related systems, entries, interior and exterior doors, ceilings, windows, interior and exterior walls, and heating, ventilation and air conditioning systems. ~~Such repairs and replacements include capital expenditures and repairs whose benefit may extend beyond the Lease Term. Tenant also shall maintain, at its expense, in good order, condition and repair, the driveways, sidewalks, parking lots and landscaping installed by Landlord or Tenant on the Premises and is responsible for removing anytrash or debris in any of such areas.~~ Heating, ventilation and air conditioning systems and other mechanical and building systems serving the Premises shall be maintained at Tenant's expense pursuant tomaintenance service contracts entered into by Tenant or, at Landlord's election, by Landlord. The scope ofservices and contractors under such maintenance contracts shall be reasonably approved by Landlord. If Tenant fails to perform any repair or replacement for which it is responsible, Landlord may perform such work and shall be reimbursed by Tenant within ten (10) days after demand. Subject to the provisions of Paragraphs 17 and 18, Tenant shall bear the full cost of any repair or replacement to any part of the building located on the Premises that result from damage caused by Tenant, its agents, contractors, or invitees and any repair that benefits only the Premises.

15. Tenant-Made Alterations and Trade Fixtures. Any alterations, additions, or improvements made by or on behalf of Tenant to the Premises ("Tenant-Made Alterations") shall be subject to Landlord's prior written consent which shall not be unreasonably withheld. Tenant shall cause, at its expense, all Tenant-Made Alterations to comply with insurance requirements and with Legal Requirements and shall construct at its expense any alteration or modification required by Legal Requirements as a result of any Tenant-Made Alterations. All Tenant-Made Alterations shall be constructed in a good and workmanlike manner by contractors reasonably acceptable to Landlord andonly good grades of materials shall be used. All plans and specifications for any Tenant-Made Alterationsshall be submitted to Landlord for its written approval. Landlord may monitor construction of the Tenant-Made Alterations. Landlord's right to review plans and specifications and to monitor construction shall besolely for its own benefit and Landlord shall have no duty to see that such plans and specifications or construction comply with Legal Requirements. Tenant shall provide Landlord with the identities and mailing addresses of all contractors and subcontractors performing work or supplying materials, prior to

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beginning such construction, and Landlord may post on and about the Premises notices of non-responsibility pursuant to applicable law. Tenant shall furnish security or make other arrangements satisfactory to Landlord to assure payment for the completion of all work free and clear of liens and shall provide certificates of insurance for worker's compensation and other coverage in amounts and from an insurance company satisfactory to Landlord protecting Landlord against liability for personal injury or property damage during construction. Upon surrender of the Premises, all Tenant-Made Alterations and any leasehold improvements constructed by Landlord or Tenant shall remain on the Premises as Landlord's property, except to the extent Landlord requires removal at Tenant's expense of any such itemsor Landlord and Tenant have otherwise agreed in writing in connection with Landlord's consent to any Tenant-Made Alterations. Tenant shall repair any damage caused by such removal.

Tenant, at its own cost and expense and without Landlord's prior approval, may erect such shelves, bins, equipment and trade fixtures (collectively "Trade Fixtures") in the ordinary course of its business provided that such items do not alter the basic character of the Premises, do not overload or damage the Premises, and may be removed without injury to the Premises, and the construction, erection, and installation thereof complies with all Legal Requirements and with Landlord's requirements set forth above. Tenant may remove its Trade Fixtures, supplies, movable furniture and equipment not attached to the Premises provided: (a) removal is made prior to the expiration or termination of this Lease; (b) Tenantis not in default of any obligation or covenant under this Lease at the time of removal; and (c) Tenant promptly repairs all damage caused by removal. All other property at the Premises and any alteration or addition to the Premises and any other article attached or affixed to the floor, wall or ceiling of the Premises shall remain upon and be surrendered with the Premises at the expiration or termination of this Lease, Tenant hereby waiving all rights to any payment or compensation. If however, Landlord so requests in writing, Tenant will, prior to expiration or termination of this Lease, remove any and all TradeFixtures, alterations, additions, equipment and property placed or installed by it in the Premises and will repair any damage caused by such removal. If any property not belonging to Landlord remains at the Leased Premises after the expiration or termination of the term of this Lease, Tenant hereby authorizes Landlord to dispose of the property as Landlord may desire without liability to Tenant if the property belongs to Tenant. If the property does not belong to Tenant, Tenant agrees to indemnity, to the extent permitted by law, and holdLandlord harmless from all suits, actions, liability, loss, damages and expenses in connection with any removal, exercise of dominion over and/or disposition of such property by Landlord.

16. Signs. Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, or painting, or erect or install any exterior signs, without Landlord's prior written consent which shall not be unreasonably withheld. Upon surrender or vacating of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building facial surface to which its signs are attached. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments.

17. Condemnation. If any part of the building located on the Premises, or a material portion of the parking for the Premises, should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a "Taking" or "Taken"), and the Taking would prevent or materially interfere with Tenant's use of the Premises, then Tenant shall have the right terminate this Lease by giving written notice of such election toLandlord; provided, however, such termination shall not be effective until such time as the Taking has been finalized. Base Rent and Additional Rent shall be apportioned as of date of the final Taking. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, the Base Rent payablehereunder during the unexpired Lease Term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shallnot diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's Trade Fixtures, if a separate award for such items is made to Tenant.

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18. Restoration. If at any time during the Lease Term the Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within sixty (60) days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed nine (9) months, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party given no later than thirty (30) days after Landlord's notice. If neither party elects to terminate this Lease or if Landlord estimates that restoration will take nine (9) months or less, then, subject to receipt of sufficient insurance proceeds, Landlord shall promptly restore the Premises, excluding the improvements installed by Tenant, subject to delays arising from the collection of insurance proceeds or from Force Majeure events. Tenant, at Tenant's expense, shall promptly perform, subject to delays arisingfrom the collection of insurance proceeds, or from Force Majeure events, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, either party may terminate this Lease if thePremises are damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than one month to repair such damage. Tenant shall pay to Landlord with respect to any damage to the Premises caused by Tenant the amount of the commercially reasonable deductible under Landlord's insurance policy within ten (10) days after presentment of Landlord's invoice. Base Rent and Additional Rent shall be abated for the period of repair and restoration in the proportion which the area ofthe Premises, if any, which is not usable by Tenant bears to the total area of the Premises. Such abatementshall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

19. Assignment and Subletting. Without Landlord's prior written consent, which consentshall consent shall not be unreasonably withheld, Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect. Notwithstanding the above, Tenant may assign or sublet the Premises, or any part thereof, toany entity controlling Tenant, controlled by Tenant or under common control with Tenant (a "Tenant Affiliate"), without the prior written consent of Landlord.

20. Inspection and Access. Landlord and its agents, representatives, and contractors may enter the Premises at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord may grant easements, make public dedications, designate common areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of the Premises.

21. Quiet Enjoyment. If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

22. Surrender. Upon termination of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, broom clean, ordinary wear and tear and casualty loss and condemnation covered by Paragraphs 16 and 17 excepted. All obligations of Tenant hereunder not fully performed as of the termination of the Lease Termshall survive the termination of the Lease Term, including, without limitation, indemnity obligations, payment obligations with respect to Additional Rent and obligations concerning the condition and repair of the Premises.

23. Holding Over. If Tenant retains possession of the Premises after the termination of the Lease Term, then unless otherwise agreed in writing by Landlord, such possession shall be subject to immediate termination by Landlord. at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during

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such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Base Rent for the holdover period, an amount equal to one hundred fifty percent (150%) of the Base Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. No holding over by Tenant,whether with or without consent of Landlord, shall operate to extend this Lease, except as otherwise expressly provided in writing, and this Paragraph 23 shall not be construed as consent for Tenant to retainpossession of the Premises.

24. Events of Default. Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

(a) Tenant shall fail to pay any installment of Base Rent, Additional Rent or any other payment required herein when due, and such failure shall continue for a period of ten (10) daysfrom the date such payment was due.

(b) Tenant or any guarantor or surety of Tenant's obligations hereunder shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or otheraction seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt orinsolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of its or its debts or seeking appointment of a receiver, trustee, custodian or other similar officials for it orfor all of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; or (D) be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(c) Tenant shall abandon or vacate the Premises whether or not Tenant is in monetary or other default under this Lease.

(d) Any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.

(e) Tenant shall attempt or there shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease, except as otherwise permitted in this Lease.

(f) Tenant shall fail to discharge any lien placed upon the Premises in violation of this Lease within thirty (30) days after any such lien or encumbrance is filed against the Premises.

(g) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Paragraph 24, and, except as otherwise expressly provided herein, such default shall continue for more than thirty (30) days after Landlord shall have given Tenant written notice of such default.

25. Landlord's Remedies. Upon each occurrence of an Event of Default and for so long as such Event of Default shall be continuing, Landlord may, at its election, terminate this Lease or terminate Tenant's right of possession, without terminating this Lease (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to alter or modify locks or fences and other security devices at the Leased Premises and remove Tenant's property and the property of others located within the Leased Premises. To the extent Tenant's property and the property of others within the Premises constitutes a local government record within the meaning of Section 201.003 of the Local Government Code, as amended, such local government record is subject to Sections 202.004 and 202.005 and 202.009 of the Local Government Code, as amended.. The provisions of this Paragraph 25 shall override and control any conflicting

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provisions of Section 93.002 of the Texas Property Code, as well as any successor statute governing the right of a landlord to change the door locks of a tenant under a commercial lease.

If Landlord terminates this Lease, Landlord may recover from Tenant the sum of: (i) all Base Rent and all other amounts accrued hereunder to the date of such termination; the cost of reletting the whole or any part of the Premises, including without limitation brokerage fees and/or leasing commissions incurred by Landlord, and costs of removing and storing Tenant's or any other occupant's property, repairing, altering, remodeling, or otherwise altering the Premises into a condition acceptable to a new tenant or tenants, and all other reasonable expenses incurred by Landlord in pursuing its remedies, including reasonable attorneys' fees and court costs; and (ii) the excess of the then present value of the Base Rent and other amounts payable by Tenant under this Lease as would otherwise have been required to be paid by Tenant to Landlord during the period following the termination of this Lease measured fromthe date of such termination to the expiration date stated in this Lease, over the present value of any net amounts which Tenant establishes Landlord can reasonably expect to recover by reletting the Premises forsuch period, taking into consideration the availability of acceptable tenants and other market conditions affecting leasing. Such present values shall be calculated at a discount rate equal to the ninety-(90) day U.S. Treasury bill rate at the date of such termination. Any recovery from the Tenant under this section is subject to Paragraph 37.

If Landlord terminates Tenant's right of possession (but not this Lease), Landlord may, but shall be under no obligation to, relet the Premises for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord without thereby releasing Tenant from any liability hereunder and without demand or notice of any kind to Tenant. For the purpose of such reletting, Landlord is authorized to make any repairs, changes, alterations, or additions in or to the Premises as Landlord deems reasonablynecessary or desirable. If the Premises are not relet, then Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved in this Lease for such period or periods, plus the cost of recovering possession of the Premises (including reasonable attorneys' fees and costs of suit) the unpaid Base Rent and other amounts accrued hereunder at the time of repossession, and the costs incurred in any attempt by Landlord to relet the Premises. If the Premises are relet and a sufficient sum shall not be realized from such reletting t after first deducting therefrom, for retention by Landlord, the unpaid Base Rent and other amounts accrued hereunder at the time of reletting, the cost of recovering possession including attorneys' fees and costs of suit), all of the costs and expense of repairs, changes, alterations,and additions, the expense of such reletting (including, without limitation, brokerage fees and leasing commissions) and the cost of collection of the rent accruing therefrom to satisfy the Rent provided for in this Lease to be paid, then Tenant shall immediately satisfy and pay any such deficiency, subject to Paragraph 37. Any such payments due Landlord shall be made upon demand from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be effected only by the written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce one or more of its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of Rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in

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any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms "enter," "re-enter," "entry," or "re-entry," as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including, without limitation, a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, rental of less than the entire Premises to any tenant). Landlord shall not be liable, nor shall Tenant ' s obligations hereunder be diminished because of Landlord's failure to relet the Premises or collect rent due in respect of such reletting.

If Tenant fails to make any payment, perform any obligation or cure any default hereunder within the time permitted, Landlord, without being under any obligation to do so and without thereby waiving such failure or default, may make the payment, perform such obligation and/or remedy such default forthe account of Tenant (and enter the Premises for such purpose). Tenant agrees to pay Landlord, upon demand, all costs, expenses and disbursements (including reasonable attorney's fees) incurred by Landlord in taking such remedial action, , subject to Paragraph 37.

26. Tenant's Remedies/Limitation of Liability. Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, and, then only after such period of timeas is reasonably necessary to cure the default as long as Landlord is diligently attempting to cure such default). Under no circumstances whatsoever shall Landlord ever be liable to Tenant for consequential damages or special damages. Any liability of Landlord under this Lease shall be limited solely to its interest in the Premises, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

In the event of any act or omission by Landlord which would give Tenant the right to exercise any remedy or take any other action against Landlord, Tenant shall not exercise any such right until (i) it shall have given notice, by registered or certified mail, of such act or omission to the Landlord's lender ("Landlord's Mortgagee") whose name and address shall have been furnished to Tenant in writing, at the last address so furnished, and (ii) the period of time allowed Landlord for remedying such act or omission plus an additional reasonable period but, in any event, not less than thirty (30) days, shall have elapsed following the giving of such notice, provided that following the giving of such notice, Landlord or Landlord's Mortgagee shall, with reasonable diligence, have commenced and continued to remedy such act or omission or to cause the same to be remedied. All of the rights and remedies provided in this Lease for the benefit of Landlord's Mortgagee shall likewise be understood to inure to the benefit of the successors and assigns of Landlord's Mortgagee.

27. Subordination. This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any mortgage, now existing or hereafter created on or against the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the Landlord's Mortgagee, to attorn to any such holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination and attornment as shall be requested by any Landlord's Mortgagee. Tenant hereby appoints Landlord as attorney-in-fact for Tenant irrevocably (such power of attorney being coupled with aninterest) to execute, acknowledge and deliver any such instrument(s) for and in the name of the Tenantand to cause any such instrument(s) to be recorded. Notwithstanding the foregoing, any Landlord's Mortgagee may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard totheir respective dates of execution, delivery or recording and in that event such Landlord's Mortgagee shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such Landlord's Mortgagee. The term "mortgage", whenever used in this Lease, shall be deemed to include deeds of trust, security

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assignments and any other encumbrances, and any reference to the Landlord's Mortgagee shall be deemed to include the beneficiary under a deed of trust.

28. Mechanic's Liens. Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that Tenant will indemnify, defend and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbranceto be discharged within thirty (30) days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured in a manner satisfactory to Landlord within such thirty (30) day period.

29. Estoppel Certificates. Tenant agrees, from time to time, within ten (10) days after request of Landlord, to execute and deliver to Landlord or Landlord's designees any estoppel certificate requested by Landlord stating that this Lease is in full force and effect, the date to which Rent has been paid, that Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), thetermination date of this Lease and such other matters pertaining to this Lease as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease.

30. Environmental Requirements. Except for "Hazardous Materials" (hereafter defined) contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes and as permitted by "Environmental Requirements" (hereafter defined), Tenant shall not permit or cause any party to bring any Hazardous Materials upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Materials in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Premises by Tenant, its agents, employees, contractors, subtenants or invitees. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or containment listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed tobe the "operator of Tenant's facility and the owner" of all Hazardous Materials brought on the Premisesby Tenant, its agents, employees, contractors or invitees, and the wastes, by-products, or residues generated, resulting, or produced therefrom.

Tenant shall indemnify, to the extent permitted by law, , and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the Premises and loss of rental income from the Premises), claims, demands, actions, suits, damages (including, without limitation, punitive damages),

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expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements of this Paragraph 30, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials for which Tenant is obligated to remediate as provided above or any other breach of the requirements under this Paragraph 30 by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Paragraph 30 shall survive any termination of this Lease.

Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine Tenant's compliance with Environmental Requirements, its obligations under this Paragraph 30, or the environmental condition of the Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Requirement, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant. Landlord affirms that subject land site is environmentally sound at time of dirt excavation.

31. Independent Covenants. The obligation of Tenant to pay all Rent and other sums provided under this Lease to be paid by Tenant and the obligation of Tenant to perform Tenant's other covenants and duties under this Lease constitute independent, unconditional obligations to be performed at all times provided for under this Lease. Tenant waives any right to assert, as either a claim or defense, that Landlord is obligated to perform or is liable for the nonperformance of any implied covenant or implied duty of Landlord not expressly set forth in this Lease. Tenant agrees to perform all of its obligations hereunder (including, without limitation, the obligation to pay rent), irrespective of any breach or alleged breach by Landlord of any such implied warranty. Tenant agrees that Landlord shall incur no liability to Tenant by reason of any defect in the Leased Premises, whether apparent or latent. Tenant waives and relinquishes all rights which Tenant might have to claim any nature of lien (prejudgment or otherwise) against any rent or other sums payable by Tenant under this Lease.

32. No Security Service. Tenant acknowledges and agrees that Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

33. Force Majeure. Neither Landlord nor Tenant shall be held responsible for delays in the performance of their respective obligations hereunder (other than the payment of Rent) when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes, governmental restrictions, governmental regulations, governmental controls, delay in issuanceof permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and othercauses beyond the reasonable control of Landlord ("Force Majeure").

34. Brokers. Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, if any, and Tenant agrees to indemnify, defend and hold Landlord harmless from and against any claims by any broker, agent or other person claiming commission of other form of compensation by virtue of having dealt with regard to this leasing transaction.

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35. Termination by Tenant. The Tenant may terminate this Lease early by giving ____ days written notice to the Landlord in the event construction of a facility that will house Tenant is completed by Tenant during the term of this Lease.

36. Option To Extend Lease Term. Provided that Tenant has not materially defaulted under the Lease, Landlord hereby grants Tenant an option to renew and extend this lease for an additional 2 year period, under the following terms and conditions:

(a) Tenant must provide to Landlord written notice of Tenant's intent to exercise this option to extend, which written notice shall be sent to Landlord at least 90 days before the expiration of the then current term of the Lease, but not more than 180 days before the expiration of the then current term of the Lease; and

(b) Tenant must not have been late in paying rent to Landlord more than twice during any 12 month period during the Term of the Lease, and Tenant shall not be in default of any material term of this Lease at the time of its exercise of this option to extend; and

(c) The rental rate for the 2 year extension shall be $16.00 ft base months 36-48 and $17.00 ft base for months 48-60.

(d) The rental rate for the 2nd TBD year extension, if exercised, shall be at the fair market rental value of the premises. If Landlord and Tenant are unable to agree upon a fair market monthly rental rate, then Landlord and Tenant agree to enlist the services of a neutral real estate appraiser with MAI designation to determine the fair market rental rate for the premises, and said third-party appraiser's decision concerning the fair market rental value of the premises will be binding upon Landlord and Tenant. The costs of the third-party real estate appraiser shall be borne equally by Landlord and Tenant.

37. The Parties acknowledge that, notwithstanding anything contained herein to the contrary, the Tenant's financial obligations under this Lease will be made from current revenues available to the Tenant for each fiscal year and appropriated in the budget for such purpose and are subject to and contingent upon appropriations by the City Council of the Tenant of such funds or other revenues being available, received and appropriated by the Tenant in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of the Tenant. State law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. The Landlord will not have recourse against the Tenant for its failure to appropriate funds for the purposes of this Lease in any fiscal year, and in such event the Lease shall terminate on September 30th of year preceding the budget year in which funds were not appropriated for this Lease.

38. Statutory Verifications.

(a) To the extent this Lease 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 Landlord represents that neither the Landlord 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 Lease. 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.

(b) To the extent the Lease 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, Landlord represents that the Landlord 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.

~~(c)~~ DS The Landlord 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 Lease. The foregoing verification is made soley 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).

(d) The Landlord 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 Lease. 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.

39. Miscellaneous.

(a) Any notice, demand, or other communication required to be given or to be served upon any party hereunder shall be in writing and delivered to the person to whom the notice is directed, either: (i) in person; (ii) by United States Mail, as a certified item with return receipt requested; (iii) delivered by a nationally recognized delivery service (including express mail or overnight delivery services), or (iv) sent by telex, telecopy or e-mail. Notices, demands or other communications delivered by fax or e-mail shall be deemed given on the date sent as long as sent prior to 5:00 p.m. Austin, Texas time and the sender has a fax or e-mail confirmation of receipt by the recipient at the fax number or e- mail address set forth herein. Any notice, demand or other communication sent by overnight delivery shall be deemed to have been given and received on the next business day. Any notice, demand, or other communication given other than by certified or registered mail, return receipt requested, shall be deemed to have been given and received when actually delivered during normal business hours to the address of the party to whom it is addressed as set forth at the beginning of this Lease. Either party hereto may change its address for notice by giving the other party ten days' advance written notice of such change of address.

(b) Except as otherwise expressly provided in this Lease or as otherwise required by law, Landlord retains the absolute right to withhold any consent or approval.

(c) The normal rule of construction to the effect that any ambiguities are to be resolved against the party drafting this instrument shall not be employed in the interpretation of this Leaseor any exhibits or amendments hereto.

(d) The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

DS AB

(e) This Lease constitutes the complete agreement of Landlord and Tenant with

respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

(f) If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

(g) This Lease shall be construed under and enforced in accordance with the laws of the State of Texas, and all obligations of the parties hereto created by this Lease are performable in Williamson County, Texas.

(h) Time is of the essence as to the performance of Tenant's obligations under this Lease.

(i) All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(remainder of page intentionally left blank)

DS
AB

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease as of the day and year first above written.

LANDLORD:

Capitol Office Park

DocuSigned by:

By: ALEX BAHRAMI 2/16/2022

8E3CCA6B547B45C...

Alex Bahrami

Susan Anderson

TENANT:

By: 3/09/2022

City Of Leander

DocuSign Envelope ID: 3C50EAFF-4F4D-4F71-9E08-9E2272C3B4D8

Exhibit "A"

PROPERTY DESCRIPTION OR SURVEY NEEDED

11880 Hero way Leander, Texas Suite # 600

LEASE EXTENSION AGREEMENT

This LEASE EXTENSION AGREEMENT (this "Agreement"), made effective as of the 20th day of February 2025, between City Of Leander ("Tenant"), and Capitol Office Park ("Landlord").

W I T N E S S E T H:

WHEREAS Landlord and Tenant entered into that certain Lease Agreement dated as of March 9th, 2022, whereby Tenant leased from Landlord the Building consisting of approximately 14,400 square feet located at 11880 Hero Way Suite#600 Leander, Texas (the "Building").

WHEREAS Landlord and Tenant desire to extend the term of the Lease as more specifically set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth below, Landlord and Tenant hereby agree as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Lease.

2. Term Extension. The Term is hereby extended, upon and subject to the terms, covenants, and conditions of the Lease, except as otherwise set forth herein, for a term (the "Extended Term") commencing on 03/01/2025 and expiring 02/28/2027 (the "Extended Term Expiration Date"). As of the date hereof, all references in the Lease and this Agreement to (a) the term of the Lease shall be deemed to include the Extended Term and (b) the Expiration Date shall be deemed to mean the Extended Term Expiration Date, unless the term of the Lease, as extended hereby, shall sooner terminate pursuant to the terms of the Lease or by law.

3. ~~Extension Option. N/A~~

4. Rent. Tenant shall continue to make payments of Rent and Additional Rent (including, without limitation, Tenant's required payments for taxes, insurance, and common area maintenance costs) throughout the remainder of the term of the Lease, as extended hereby, in accordance with the terms of the Lease, base rent for this new term shall be:

March 2025 - February 2026	$19,200.00 Per Month
March 2026 - February 2027	$20,400.00 Per Month

5. Unenforceability. If any of the provisions of the Lease, as amended hereby, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of the Lease, as amended hereby, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable shall not be affected thereby, and every provision of the

Lease, as amended hereby, shall be valid and enforceable to the fullest extent permitted by law.

6. Brokerage. Landlord and Tenant each represents that it dealt with no broker or brokers in the negotiation of this Agreement. To the extent permitted by law and subject to Section 37 of the original lease agreement. Tenant hereby indemnifies Landlord and agrees to hold Landlord harmless from any loss, cost, damage, expense, claim, or liability arising out of any inaccuracy or alleged inaccuracy of the above representation including court costs and reasonable attorney's fees. Landlord hereby indemnifies Tenant and agrees to hold Tenant harmless from any loss, cost, damage, expense, claim, or liability arising out of any inaccuracy or alleged inaccuracy of the above representation including court costs and reasonable attorney's fees. The provisions of this [Article 5] shall survive the termination or expiration of this Agreement.

7. Representations. Tenant hereby represents that (a) the Lease is in full force and effect and has not been modified or amended except as herein provided, (b) Landlord is not now in default under the Lease, and has completed all improvements and made all contributions (if any) required of Landlord under the Lease and Tenant knows of no event which, with notice or the passage of time or both would constitute such a default, (c) Tenant is not in default in the fulfillment or performance of any of the terms, covenants or conditions on its part to be fulfilled under the Lease, nor is it aware of any event which, with notice or the passage of time or both would constitute such a default and (d) Tenant has no present defense, counterclaim or right of offset against Landlord. By entering into this Agreement, Landlord does not, and shall not be deemed to, consent to any matter as to the Lease, except as may heretofore have been waived in writing or consented to in writing, by Landlord.

8. Ratification. Except as modified hereby, the Lease shall remain in full force and effect, and as modified hereby, the Lease is ratified and confirmed in all respects.

9. No Waiver. This Agreement may not be orally changed or terminated, nor any of its provisions waived, except by an agreement in writing signed by the party against whom enforcement of any changes, termination or waiver is sought.

10. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their respective legal representatives, successors, and assigns.

11. Not Binding. Tenant acknowledges that this Agreement shall not be binding on Landlord until Landlord shall have executed this Agreement and a counterpart thereof shall have been delivered to Tenant.

12. Authority. Tenant and Landlord each hereby represents and warrants that it has full right, power, and authority to enter into this Agreement and that the person executing this Agreement on behalf of Tenant and Landlord, respectively, is duly authorized to do so.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LANDLORD:

Capitol Office Park

By: Susan Anderson
Susan Anderson – Property Manager

TENANT:
City Of Leander

By: _____

Name: Todd Parton

Title: City Manager

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

LEASE AMENDMENT

THIS FIRST LEASE AMENDMENT (the, "Lease Amendment") entered into this ___day of _____, 20_, (the "Effective Date") by and between the City of Leander, a Texas municipal corporation (the, "Tenant") and Capitol Office Park (the, "Landlord").

WITNESSETH:

WHEREAS, the Landlord and the Tenant entered into that certain Lease Agreement signed by the last party on the 9th day of March, 2022 (the, "Original Lease"); and

WHEREAS, the Landlord and the Tenant entered into that certain Lease Extension Agreement effective the 20th day of February, 2025 (the "Extension," and the Original Lease and Extension collectively referred to as the " Lease"); and

WHEREAS, the Landlord and the Tenant desire to amend the terms of the Lease as stated herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency thereof is hereby acknowledged, the parties hereto agree to the following:

1. Recitals; Definitions.
   a. The foregoing recitals are incorporated by reference herein for all purposes.
   b. Unless otherwise defined herein, all capitalized terms used herein have the same meaning ascribed to them in the Lease.

2. Amendment of Section 3 of the Original Lease. Section 3 of the Original Lease is hereby deleted in its entirety and replaced with the following:

3. Use. The Premises shall be used only for the purpose of an office and recreational and educational purposes such as programs, classes, trainings, community activities, fitness room, and related events, including the rental of the Premises or areas of the Premises to third parties for meetings, workshops, events, trainings, according to and subject to applicable City of Leander ordinances and policies and procedures regarding the use and rental of the Premises by third parties.

Tenant will use the Premises and cause third parties using the Premises to use the Premises in a careful, safe and proper manner and will not cause and will not permit to caused waste or subject the Premises to any use that would cause damage to the Premises. Tenant shall not permit any objectional or unpleasant odors, smoke, or noise to emanate from the Premises, or take any action and prevent any action by third parties that would constitute a nuisance. Tenant, at its sole expense, shall use, occupy, and rent the Premises as permitted herein in compliance with all laws, including, without limitation, the Americans with Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants, restrictions now or hereafter applicable to the Premises (collectively, "Legal Requirements"). Tenant shall, at its sole expense, make any alterations or modifications within or without the Premises that are required by Legal Requirements related to the Tenant's permitted use or occupation of the Premises. Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Tenant's or Landlord's insurance, increase the insurance risk without mitigating the risk, or

cause disallowance of any sprinkler credits. Any unmitigated increase in the cost of any insurance experienced by the Landlord caused by the Tenant's permitted use and occupation of the Premises or because Tenant vacates the Premises, then Tenant shall pay the amount of such increase to Landlord upon demand. Any occupation of the Premises by Tenant prior to the Commencement Date shall be subject to all obligations of Tenant under this Lease.

3. General Provisions.
   a. Except as expressly amended hereby, the Lease and all rights and obligations created thereby or thereunder are in all respects ratified and confirmed and remain in full force and effect. Where any section, subsection or clause of Lease is modified or deleted by this Lease Amendment, any unaltered provision of such section, subsection or clause of the Lease shall remain in full force and effect
   b. If any provision(s) of this Lease Amendment conflicts or is inconsistent with the Lease, the provision(s) of this Lease Amendment shall control.
   c. This Lease Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; (i) may be modified or amended only in writing signed by each party hereto; and (ii) embodies the entire Lease Amendment and understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements relating to such subject matter.
   d. The parties may execute and exchange counterparts of the signature pages by electronic mail transmission, which counterparts will be deemed original upon receipt.
   e. The signatories to this Lease Amendment warrant that each has the authority to enter into this Lease Amendment on behalf of the organization for which such signatory has executed this Lease Amendment.
   f. If any provision of this Lease Amendment shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable, unless enforcement of this Lease Amendment as so invalidated would be unreasonable or grossly inequitable under the circumstances or would frustrate the purpose of this Lease Amendment.
   g. Form 1295. Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the Tenant complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (https://www.ethics.state.tx.us/filinginfo/1295/), unless otherwise precluded by the same law. Form 1295 is also required for any and all contract amendments, extensions or renewals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment as of the day and year first written above.

LANDLORD:

Capitol Office Park

By: Alex Bahrami

Name: _____

Title: owner

TENANT:

City of Leander:

By: _____

Name: _____

Title: _____

ATTEST:

By: _____
Dara Crabtree, City Secretary

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Award of Solicitation CIPS25-005 to Walker Partners, LLC for the planning, design, and construction phase enter into a professional services agreement for the RM 2243 Wastewater Treatment Plant Expansion (CIP WW.30) and award of preliminary design services phase of this project in the amount of $2,993,315.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
The City of Leander RM 2243 Wastewater Treatment Plant (WWTP) is currently permitted for 2.25 million gallons per day (MGD) and is authorized by the Texas Commission on Environmental Quality (TCEQ) for expansion to 5.25 MGD. TCEQ has also authorized an interim expansion to 4.25 MGD capacity. The City's updated 2024 Wastewater Master Plan projects the population to more than double by the year 2042 and thus a phased expansion of treatment capacity, from an interim 4.25 MGD to an ultimate 5.25 MGD, will be needed based on projected growth.

Accordingly, the planned RM 2243 WWTP Expansion project includes confirmation of the current sizing and expansion phasing approach, headworks equipment enhancements, expanded treatment works, new sludge digestion/thickening, disinfection system enhancements, new operations building, and emergency power system enhancements. Installation of the new sludge digestion/thickening facilities will facilitate decommissioning of the old 0.2 MGD and 0.75 MGD plants constructed in 1985 and 1987, respectively. These two older plants were repurposed for sludge digestion/thickening in 2000 when the current 2.25 MGD plant was constructed.

The RM 2243 WWTP will remain in operation during the project.

Solicitation CIPS25-005 was issued in May 2025 for the procurement of the planning, design, and construction phase services for RM 2243 WWTP Expansion project. 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.

One thousand two hundred seventy-eight (1,278) vendors were notified directly of the solicitation. Four (4) submissions were received. After initial review by the evaluation team, two (2) firms were invited to interview. The interviews were conducted, and Walker Partners, LLC was selected as the most qualified firm.

Proposed services with Walker Partners, LLC in the amount of $2,993,315.00 is for preliminary planning and design services for this project. It includes project administration, conformance of the sizing and phasing plan of

the WWTP expansion, site surveys, geotechnical services, environmental services, process and hydraulic modeling, and developing preliminary design including rehabilitation of existing systems and equipment. The project also includes planning and preliminary design of a new water and wastewater utility operations center. Professional services for this project are planned to be done in three (3) phases: preliminary design services, final design and bidding services, and construction phase services. The intent for the remaining professional services for the two (2) phases will be issued through future task orders.

HISTORY/TIMELINE:
1985: RM 2243 WWTP commissioned as package plant 0.25 MGD containing a lift station, aeration basins, clarifiers, a chlorine contact channel, an aerated sludge holding basin, sludge drying beds, and a cascade channel outfall.
1987: RM 2243 WWTP Expanded to 0.75 MGD with an oxidation ditch extended aeration system, including various components like a new plant lift station, headworks, an oxidation ditch aeration basin, clarifiers, a chlorine contact chamber, a sludge holding tank, and a RAS lift station.
2000: New Treatment facility with 2.25 MGD capacity (current RM 2243 WWTP) constructed with two (2) on-site lift stations, a headworks, an anoxic rapid mix basin, two (2) anaerobic basins, two (2) aeration basins, two (2) clarifiers, two (2) chlorine contact channels, disc filters, a traveling bridge sand filter, and a dechlorination basin.

APPLICANT/AGENT:

RECOMMENDATION:
City staff recommends award.

PRESENTER:
Tony Bettis, CIP Program Manager

Fiscal Impact

Amount requested:	$2,993,315.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	August 2025 Debt Issuance

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Attachments:

1. WW.30-WP-CIPS25-005 Contract
2. CIPS25-005 - 2. Scoring Matrix

CITY OF LEANDER
PROFESSIONAL SERVICES AGREEMENT – ENGINEER
SINGLE PROJECT
(FIRM)

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS AGREEMENT, is made and entered into this day by and between the City of Leander, a home rule municipal corporation, organized and existing under the laws of the State of Texas, acting by and through its duly authorized representative, and hereinafter referred to as the OWNER, and Walker Partners, LLC and hereinafter referred to (FIRM), acting by and through its duly authorized representative, hereinafter referred to as the ENGINEER.

WHEREAS, the OWNER has determined the need to undertake the following project Planning, Design, and Construction Phase Services for the Wastewater Treatment Plant Expansion (the "PROJECT"); and

WHEREAS, to address the PROJECT needs, the OWNER requires professional engineering and associated services; and

WHEREAS, the ENGINEER, having professional and technical employees versed in fields of endeavor appropriate for the conduct of the PROJECT including employees duly licensed and registered to practice engineering in the State of Texas, and employees or Subconsultants duly licensed and registered in the State of Texas to provide land surveying and other required professional services, and has the professional abilities and expertise to undertake the required services; and

WHEREAS, the ENGINEER has agreed to provide professional engineering and related services for PROJECT, as is more fully set out in Exhibit "A";

NOW THEREFORE, the OWNER and the ENGINEER, in consideration of their mutual covenants herein, agree in respect to the performance of the professional services to be furnished or rendered by the ENGINEER and to the payment for these services by the OWNER, as set forth above and hereinafter.

SECTION I
EMPLOYMENT OF THE ENGINEER AND PERFORMANCE OF SERVICES

A. GENERAL

The OWNER agrees to employ the ENGINEER and the ENGINEER agrees to perform the professional engineering and other professional services as stated in Exhibit "A" and in the Sections to follow; and, in rendering such services, the OWNER agrees to compensate the ENGINEER in an amount not to exceed $2,993,315.00, as further described in Section VI. ENGINEER shall complete the Basic Services nine (9) months from execution of this

AGREEMENT, in accordance with the schedule, if any, set forth in Exhibit "A". The compensation agreed to by ENGINEER and OWNER in this AGREEMENT only addresses the preliminary design services phase of this project and the OWNER will issue individual Task Orders under the terms of this AGREEMENT for the remaining phases of this PROJECT as outlined in Exhibit "A".

ENGINEER shall report to OWNER'S designated representative for the PROJECT (see Section IV also). To the extent of any conflict between the terms of this AGREEMENT, and the provisions set forth in Exhibit "A", the terms of this AGREEMENT shall control.

B. GEOTECHNICAL LABORATORY SERVICES

If geotechnical laboratory services are provided for the PROJECT through this AGREEMENT, either by the ENGINEER or its subconsultant(s), these services shall be performed by a laboratory accredited, in soils or geotechnical testing as appropriate, by the American Association of Laboratory Accreditation or by the American Association of State Highway and Transportation Officials. The ENGINEER agrees to provide evidence to the OWNER of such accreditation on an annual basis for the duration of this AGREEMENT.

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 the care and skill ordinarily used by members of ENGINEER'S profession practicing under the same or similar circumstances, 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 10 days following authorization and shall diligently pursue the same to completion in a timely manner. 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 certified by the ENGINEER as complying with all applicable Federal, State and local laws in effect at the time the Engineer's services are performed, and shall be signed and sealed by the ENGINEER. The plans, specifications and data provided by ENGINEER shall 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 some error on the part of the ENGINEER, 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

A. The OWNER will:

1. Provide information as to its requirements for the PROJECT to the best of OWNER's knowledge.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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:

1. 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.
2. 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

1. Payments on account of ENGINEER'S work on the PROJECT shall be made to ENGINEER within 30 days after invoice is received and approved by OWNER for payment, subject to the terms of this AGREEMENT.
2. 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.
3. 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 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.
4. For all services rendered, ENGINEER'S payment to subconsultants is due within 10 calendar days after receipt of payment from the OWNER and, when appropriate, OWNER may issue joint checks to the ENGINEER and subconsultants.
5. 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 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 thorugh 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 (1) 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 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 ot date of termination, the valueof 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 tme 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, computer programs, 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, provded, 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 care and skill ordinarily used by members of ENGINEER'S profession practicing under the same or similar circumstances 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 be in error or contain defects or omissions 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:

1. Blanket contractual liability coverage for liability assumed under the AGREEMENT and all contracts relative to the PROJECT.
2. Independent Contractors coverage.
3. OWNER listed as an additional insured, endorsement CG 2010.
4. 30 day Notice of Cancellation in favor of the OWNER, endorsement CG 0205.
5. 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:

1. Waiver of Subrogation endorsement TE 2046A.
2. 30 day Notice of Cancellation, endorsement TE 0202A.
3. 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.

GENERAL REQUIREMENTS

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 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 arising out of, resulting from, or in connection with (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 ("Preexisitng 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 incrased 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:

1. delivered in person to the address set forth below;
2. 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
3. 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

1. 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 2271 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
    a. boycotts Israel or,
    b. 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.

2. 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.

3. 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 soley to comply with Section 2276.002, 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 (3.a).

4. 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:
    a. 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;
    b. 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
    c. 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:
        i. 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
        ii. 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.

5. 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:
   i. 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
   ii. 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."

6. 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:
City of Leander
105 N. Brushy Street
Leander, TX 78641

ENGINEER : Walker Partners, LLC

By: _____
Name: Aaron Archer
Title: Vice President

Address for Notice:

6504 Bridge Point Pkwy, Ste 200
Austin, TX 78730

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 "C"	--	Solicitation documentation included, but not limited to, the solicitation, all addendum, Engineer response, the Request for Proposal (RFP) document, and Engineer's (RFP) response.

APPENDIX A. Water Quality Sampling and Testing
APPENDIX B. Additional Terms

EXHIBIT A
Scope of Work ("PROJECT")

CITY OF LEANDER

RM 2243 WASTEWATER TREATMENT PLANT EXPANSION

EXHIBIT A – SCOPE OF SERVICES

GENERAL

The City of Leander (City) RM 2243 Wastewater Treatment Plant (WWTP) is currently permitted for an annual average dry-weather flow (AADF) of 2.25 million gallons per day (MGD). Due to increasing influent flows, the WWTP must be expanded. The Texas Commission on Environmental Quality (TCEQ) has authorized an interim expansion to 4.25 MGD AADF and a final expansion to 5.25 MGD AADF. The purposes of this Project are to confirm the sizing and phasing plan of the facility and develop preliminary design of the WWTP expansion including rehabilitation of existing systems and equipment. The project also includes planning and preliminary design of a new water and wastewater utility operations building. Final design, bidding and construction phase services shall be provided as additional services by supplemental contract.

ASSUMPTIONS

Engineer's assumptions apply to all tasks set forth in this Exhibit.

1) Engineer shall prepare the construction contracts utilizing the City of Leander procurement and contracting documents (proposal form, agreement, general conditions, and supplemental conditions) and City standard specifications as required. CSI MasterFormat specifications (6-digit, 50 division) shall be utilized for technical specifications provided by the Engineer.
2) The design will be based on the federal, state, and local codes and standards in effect at the start of the project. Any changes in these codes may necessitate a change in scope.
3) It is recognized that neither Engineer nor the City has control over the cost of labor, materials or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market or negotiating conditions. Accordingly, Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the City's Project budget or from any opinion of construction cost or evaluation prepared or agreed to by Engineer.
4) To facilitate project execution, City shall:
    a. Review and comment on all deliverables in a timely manner.
    b. Assist the Engineer in coordinating with cooperating jurisdictional and environmental permitting agencies as needed and issue payment for required reviews, approvals, permits and mitigation.
    c. Provide Any necessary Right-Of-Entry (ROE) permits and access to the site prior to the start of field work.
    d. If required, issue payment for land acquisition costs, power service upgrades, and easements.

e. Provide Engineer in a timely manner with all criteria and full information as to City's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which City shall require to be included in the Drawings and Specifications; and furnish copies of City's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

f. Furnish to Engineer any other available information pertinent to the Project including reports and data related to previous designs, or investigation at or adjacent to the Site.

g. Following Engineer's assessment of initially available Project information and data and upon Engineer's request, furnish or otherwise make available in a timely manner such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services.

h. Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

BASIC SCOPE OF SERVICES

Task 1.0 - Project Management, Coordination, and Meetings

1.1 Project Administration.

1.1.1 Project Management Plan (PMP). Develop and document the following plans and procedures to coordinate administration of the contract: team communication, quality management, risk management, health and safety, document control, change management, and cost and schedule control.

1.1.2 Manage and coordinate staff resources, subconsultants, and project planning. Conduct weekly team coordination meetings by teleconference.

1.1.3 Prepare monthly invoices and project progress reports.

1.1.4 Provide and maintain a project schedule in MS Project format. Project schedule shall be updated monthly in Procore in coordination with City.

1.1.5 Facilitate document control and document sharing for electronic filing of documents. Develop and coordinate drawing and graphic standards. Utilize City's project management platform, Procore, as required by City.

1.2 Project Meetings.

1.2.1 Participate in an in-person, two-hour kickoff meeting with City at City's office. Meeting participation shall include all design team leaders including key

subconsultants. Prepare and distribute project team list identifying name, contact details, and responsibilities. Prepare meeting minutes and submit for review and comment.

1.2.2 Conduct weekly internal team coordination meeting. Track actions and decisions and communicate with City as required.

1.2.3 Attend progress meetings with City for a total of 14 meetings. The assumed meeting duration is approximately one hour. Participants shall include key staff from City and Engineer, as well as key Engineer subconsultant staff. Meetings are assumed to occur virtually, but Engineer shall attend in-person if needed. Engineer shall prepare meeting minutes and submit for review and comment within 10 days of each meeting.

1.2.4 Workshops. All workshops will be in-person with an online option. Prepare workshop minutes and submit for review and comment.

1.2.4.1 Attend and facilitate a two-hour workshop with Facility Master Plan consultant to discuss the use of the Joule Building.

1.2.4.2 Attend and facilitate a half-day Treatment Process Selection Workshop with City to discuss the findings and recommendations of the Treatment Process Selection Technical Memorandum (TM) prior to finalizing the TM.

1.2.4.3 Attend and facilitate a half-day Preliminary Engineering Report (PER) Workshop with City to discuss the findings and recommendations of the PER prior to finalizing the PER.

1.2.4.4 Attend and facilitate a one-hour City Council Workshop to summarize design progress including schematic design and outline the implementation plan for the project including future tasks and schedules.

Task 1.0 Deliverables

- *Monthly invoices and project progress reports*
- *Project schedule*
- *Meeting agendas and minutes*

Task 2.0 - Pre-Development Phase

2.1 Establish project design standards.

2.2 Document key assumptions and City expectations.

2.3 Identify regulatory standards and criteria

2.3.1 Civil: Identify hydrology and drainage requirements including possible impacts of Atlas 15 being adopted during project implementation. Define permitting requirements related to wastewater treatment plant site stormwater management including water quality and detention. Determine 100-year floodplain limits based on current FIRM data. Identify stream buffers per City of Leander Code of Ordinances Section 49, and possible constraints on proposed site improvements and future facility expansion. Determine preliminary layout of detention and water quality facilities based on the City of Austin drainage criteria manual and TCEQ RG-348 criteria for the Edwards Aquifer contributing zone.

2.3.2 Structural/Architectural/Mechanical-Electrical-Plumbing (MEP): Define building codes and permitting requirements.

2.3.3 Electrical/I&C : Define redundancy requirements and backup power requirements.

2.3.4 Process Mechanical: List design requirements related to TCEQ design and permit requirements.

2.4 Identify and obtain necessary historical data and information from the City.

2.5 Develop initial project risk register.

2.6 Perform field surveying including site topographic and boundary survey, and survey of existing structures.

2.7 Summarize and compile the relevant results of this evaluation in a Draft TM. Obtain and respond to City comments and prepare a final version of the TM.

Task 2.0 Deliverable

- *Draft and Final Pre-Development Phase TM*

Task 3.0 - Facility Sizing and Construction Phasing Analysis

3.1 Review City Facility Master Plan and Wastewater System Master Plan assumptions and projected system growth rates and compare to historical data provided by City. Evaluate facility capacity and phasing requirements.

3.2 Compare the cost, schedule, operational impacts, and implementation requirements of the following two development alternatives. The cost evaluation will consider inflationary impacts associated with a two-phase construction approach.

3.2.1 Alternative 1

3.2.1.1 Phase 1 – 2 MGD expansion

3.2.1.2 Phase 2 – 1 MGD expansion

3.2.2 Alternative 2 – 3 MGD expansion

3.3 Document the results of this analysis in a Draft Technical Memorandum (TM). Obtain and respond to City comments and prepare a final version of the TM.

Task 3.0 Deliverable

- *Draft and Final Facility Sizing and Construction Phasing Analysis TM*

Task 4.0 - Process Modeling

4.1 Analyze historical process and operation data.

4.2 Coordinate with City to conduct sampling and testing identified in APPENDIX A.

4.3 Calibrate process model.

4.3.1 Historical influent and effluent wastewater quality data and plant operational data will be used to develop and calibrate the process model. Data from three months of historical operation will be selected to calibrate the model based on observed performance and operational measurements such as yield of biological solids, MLSS concentrations, and unit process performance efficiency. A summer, winter, and average temperature month will be selected to represent the full range performance as it relates to wastewater temperature. The goal of model calibration will be to provide reasonable assurance that predicted performance and operational parameters agree with actual observations.

4.3.2 Model calibration will be refined by any additional wastewater characterization data that are collected. The calibrated model will be the starting point for developing models of alternative treatment improvement options such as modifications to operations, aeration control, and secondary clarifier improvements. The model will also be used to develop biosolids mass balance analysis.

4.4 Document the results of this analysis in a Draft Technical Memorandum (TM). Obtain and respond to City comments and prepare a final version of the TM.

Task 4.0 Deliverable

- *Draft and Final Process Modeling TM*

Task 5.0 - Hydraulic Modeling

5.1 Perform field surveying to measure water surface elevations for average and peak plant flows.

5.2 Use survey data to confirm elevations of gates, walls, and weirs and measure water surface elevations at various locations in the treatment trains at low and high flow rates.

5.3 Develop and calibrate the hydraulic model of each treatment unit based upon survey data.

5.4 Determine available head conditions for the addition of new treatment units and required elevations for control gates and weirs.

5.5 Document the results of this analysis in a Draft Technical Memorandum (TM). Obtain and respond to City comments and prepare a final version of the TM.

Task 5.0 Deliverable

- *Draft and Final Hydraulic Modeling TM*

Task 6.0 - Existing Plant and Joule Facility Condition Assessment

6.1 Conduct an on-site condition assessment of the treatment plant facilities and adjacent Joule building. The assessment will include architectural, structural, mechanical, HVAC, electrical and instrumentation and control evaluations conducted by staff qualified in these areas. City will also assist in inspections by locating equipment for team and opening electrical gear as needed.

6.2 Initial assessment will be visual observations that include corrosion, concrete cracking, coatings, access, leaks, and operation. Digital photographs of assets that have observed poor condition will be captured and attached to the assessment. Not all of the assets may be successfully reviewed during the site visits. Operating conditions, safety, availability of staff, limited access, assets under repair or other specific conditions, events, or physical state may prevent some portion of the targeted assets from being assessed. Any of the identified assets not physically assessed will be so noted on the condition assessment TM.

6.3 Perform an assessment of all electrical switchgear, panelboards, distribution, and backup power equipment with a NETA Accredited testing firm. Testing will require opening and inspecting live electrical equipment where the equipment cannot be deenergized without causing loss of operations to the plant.

6.4 Perform an assessment of all control panels on the plant site including SCADA systems and vendor supplied control panels. Investigation of communications architecture will include copper, fiber, and radio systems. Backup programs will be retrieved from PLC and SCADA workstations for offline investigations.

6.5 Perform radio frequency scanning at the WTP and proposed operations building site to support radio network design.

6.6 Perform data gathering and assessments at off-site locations designated for communications integration into the operations building.

6.7 Review findings with the City and include City supplied information on history of plant components and items that should be included for repair or replacement.

6.8 Document the results of this analysis in a Draft Technical Memorandum (TM). Obtain and respond to City comments and prepare a final version of the TM.

Task 6.0 Deliverable

- *Draft and Final Facility Condition Assessment TM summarizing findings.*

Task 7.0 - Treatment Process Selection Evaluation

7.1 Evaluate the following candidate treatment process technologies to expand the capacity of the WWTP. The analysis will consider site layouts including ingress/egress and maintenance access. Development and evaluation of alternatives will also consider the layout of future capacity beyond 5.25 MGD AADF and include the potential use of the Joule Building Site adjacent to the WWTP site.

7.2 Each process evaluation will include:

7.2.1 Process functional description including expansion provisions and strategy.

7.2.2 Process design criteria table including fundamental basis for unit process sizing and dimensioning. This will include capacity and performance of existing processes.

7.2.3 Information from manufacturers including budgetary costs and delivery times.

7.2.4 Perform a screening evaluation to evaluate process unit alternatives. The screening evaluation will consider multiple cost and non-cost criteria including capital costs, operating costs, ease of operation, noise control, odor control, performance and reliability, and other relevant metrics using a decision analysis approach to score and recommend alternatives to carry forward into final design.

7.3 Influent lift station

7.4 Headworks and screening, including odor control measures

7.4.1 Rotating drum screen

7.4.2 Step screen

7.5 Biological treatment process

7.6 Secondary clarification

7.7 Filtration

7.8 Disinfection

7.8.1 Ultraviolet disinfection

7.8.2 Chlorination (sodium hypochlorite) and dechlorination.

7.9 Chemical feed

7.10 Solids thickening and storage

7.10.1 Consider retrofit/upgrade of existing sludge holding tank

7.10.2 Vacuum truck receiving station with cleaning and drying capabilities

7.11 Document the results of this analysis in a Draft Technical Memorandum (TM) or separate Technical Memoranda as applicable. Obtain and respond to City comments and prepare a final version of the TM.

Task 7.0 Deliverable

- *Draft and Final Treatment Process Selection TM*

Task 8.0 - Lead Abatement Support

8.1 Support the City in development of a Request for Qualifications to obtain proposals from qualified lead abatement specialists.

8.2 Support the City in the review of Statement of Qualifications submitted for lead abatement specialists.

8.3 Coordinate with the selected lead abatement specialist as this firm develops and executes a remediation plan for the decommissioned police firing range and, if necessary, the Joule Building site.

Task 8.0 Deliverable

- *Lead Abatement RFQ*

Task 9.0 - Cultural and Natural Resources Constraints Analysis

9.1 Utilize publicly available information to create a preliminary evaluation and generate a constraints analysis for cultural and natural resources, which includes a list of potential compliance actions and regulatory agencies. The constraints analysis will characterize key aquatic, biological, and cultural resources; land use; other potential restrictions; and prospective field survey needs to collect relevant data.

9.2 Publicly available information for natural resources that will be investigated include databases from the U.S. Geological Survey (USGS), U.S. Army Corps of Engineers (USACE), U.S. Fish and Wildlife Service (USFWS), and Texas Commission on Environmental Quality (TCEQ). The constraints analysis is intended to identify potential federal, state, and local approvals to develop the proposed project, including a matrix summarizing potential regulatory approvals, permit triggers, and estimated time frames for obtaining such approvals. Investigation will include a hazardous materials database search within the constraints analysis. One biologist will visit the project to take photographs and notes.

9.3 An archaeologist will perform a review of records from the Texas Archeological Research Laboratory available on the Texas Historical Commission's (THC's) online Texas Archeological Sites Atlas (Atlas) online database to identify previously recorded surveys or cultural resources within 0.6 miles (1.0 km) of the project area. In addition, the Atlas review will include the following types of information: National Register of Historic Places (NRHP) properties, State Antiquities Landmarks (SALs), Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys. An archaeologist will also review the Texas Department of Transportation's Texas Historic

Overlay, a mapping/geographic information system (GIS) database with historic maps and resource information covering most of the state of Texas.

9.4 Other critical factors that will be examined include the level of previous disturbances from residential and commercial development, types of soils present, and any obvious standing structures greater than 45 years in age that appear on USGS topographic maps. Together this information task will allow identification of areas within the property that have the potential to contain significant, undocumented cultural resources and evaluate archaeological potential.

9.5 The constraints analysis will include both the WWTP and Joule Building sites.

9.6 Document the results of this analysis in a Draft Technical Memorandum (TM). Obtain and respond to City comments and prepare a final version of the TM.

Task 9.0 Deliverable

- *Draft and Final Cultural and Natural Resources Constraints Analysis TM*

Task 10.0 - Operations Building Development

10.1 Develop basis of design.

10.1.1 Validate project goals, decision makers, budget, schedule, delivery method, prior studies and channels of communication.

10.1.2 Develop stakeholder mapping and engagement plan. Identify user groups (e.g., field crews, supervisors, administrators, IT) and schedule visioning sessions, interviews and surveys.

10.1.3 Gather quantitative data including staff count, shifts, vehicle/equipment inventory, existing building information, utilities and applicable codes and standards, etc.

10.2 Identify candidate site locations at the WWTP and adjacent Joule Building site.

10.2.1 Evaluate one building verses multiple buildings with consideration for phasing construction.

10.2.2 Verify site program including vehicular circulation, parking and proximity to other structures.

10.3 Perform room and space planning for electrical, communications, fire alarm, audio/visual, and city IT equipment. Identify functional requirements and performance criteria, including critical functions and operational adjacencies.

10.4 Develop space inventory including room data sheets and area tabulation.

10.5 Prepare diagrammatic test-fits (blocking/stacking and site massing relationships) to validate adjacencies, bay counts, and site logistics, staying within the programming boundary (not schematic design).

10.6 Electrical and communication design development.

10.6.1 Conduct communication architecture planning including fiber optic marshalling cabinets and radio antenna options.

10.6.2 Evaluate options for standalone electrical distribution and backup power, whether to power the operations building separately or consider campus style distribution.

10.7 Align Rough Order of Magnitude (ROM) estimates to the building and site program and performance targets.

10.8 Confirm use/occupancy classifications, hazardous materials control areas, fire separation, ventilation, energy code approach, accessibility, and environmental permits. Identify approvals (planning/platting, utility, fire marshal) and timelines.

10.9 Document the results of this analysis in a Draft TM. Obtain and respond to City comments and prepare a final version of the TM.

Task 10.0 Deliverable

- *Draft and Final Operations Building Development TM*

Task 11.0 - Site Hydraulics and Hydrology (H&H) Study

11.1 Perform a Site H&H study of the proposed project area. Determine 100-year floodplain limits and stream buffer based on current FIRM. Determine layout of on-site storm drainage, detention and water quality facilities.

11.2 Contemplate future expansion of the WWTP beyond 5.25 MGD.

11.3 Documents the results of this analysis in a Draft H&H Report. Obtain and respond to City comments and prepare a final version of the Report.

Task 11.0 Deliverable

- *Draft and Final H&H Report*

Task 12.0 - Electrical and Control Evaluation

12.1 Evaluate electric utility service and the potential impact of plant expansion. Discuss possible utility infrastructure upgrade expenses as determined by PEC and strategies to mitigate or reduce costs.

12.2 Create an electrical model of the plant in ETAP to determine overall system capacity and expansion options. Utilize load results and load predictions for preliminary coordination with Pedernales Electric Coop.

12.3 Document the electric service distribution concepts for WWTP expansion and decisions on individual services or campus style distribution.

12.4 Evaluate on-site power generation including solar PV and fuel cells and determine if they will be included in the project, equipment location, capacity of energy production, and long-term financial impact.

12.5 Document backup power source(s), devices, arrangement, and location. Document fuel delivery strategy for the selected fuel source and any necessary spill containment methods.

12.6 Develop a replacement or reconditioning plan for existing plant electrical distribution equipment.

12.7 Perform a comprehensive communications architecture study evaluating existing communication methods, performance criteria for new communications, and proposed methods of communication consolidation into the new operations center. Create a radio path model to simulate the performance of the City's Ethernet radio system and substantiate the model with measured data. Evaluate the feasibility of relocating radio assets to the new operations building or alternative communication strategies if centralizing radio to the new building is not technically feasible or economically practical.

12.8 Conduct a cybersecurity audit of the existing SCADA communications systems. Include recommendations ranked for risk and severity as related to existing systems. Incorporate risk mitigation strategies identified in the audit into the new communication architecture in the operations building and expanded treatment plant.

12.9 Document the results of this analysis in a Draft Technical Memorandum (TM). Obtain and respond to City comments and prepare a final version of the TM.

Task 12.0 Deliverable

- *Draft and Final Electrical and Control Design TM*

Task 13.0 - Subsurface Utility Engineering (SUE)

13.1 Perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities".

13.2 Utility Quality Level C (QLC) and Utility Quality Level D (QLD) SUE services will be performed within the limits of the City of Leander WWTP Expansion project, including the adjacent Joule Building site.

13.3 Perform records research and acquire available existing utility records within the project limits. This will include contacting the applicable One Call agency and associated utility

owners/municipalities to request records and reviewing available utility record information obtained.

13.4 SUE will depict the following utilities based on available utility records: potable water, reclaimed water, chilled water, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, electric, wastewater, and storm. Additionally, SUE will attempt to depict utility service lines, however, because these lines are often not shown on records, inclusion of all service lines in the final deliverables cannot be guaranteed. The following facilities/items are specifically excluded: traffic signal cables, street lighting, TxDOT CTMS cables, private service lines, irrigation lines, detailed vault investigations, utility designating, and electronic depth readings.

13.5 Complete one field site visit to visually identify potential utilities within the project limits and confirm information obtained in utility records. Wastewater and storm drain facilities will be inverted at manholes, and will be depicted as QLC information.

Task 13.0 Deliverables

- *Provide a draft and final utility file in CAD format depicting all SUE data documented on the project.*
- *Provide draft and final 11" x 17" SUE Plan Sheets depicting all SUE data documented on the project. Final plans will be signed and sealed by a Professional Engineer and delivered in electronic PDF form.*
- *Provide a draft and final Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.*

Task 14.0 - Geotechnical Studies

Perform a geotechnical investigation to determine subsurface soil conditions at the project site in order to provide preliminary foundation recommendations for the proposed facilities and pavement thickness design recommendations for the site.

14.1 Visit site to assess rig access and layout borings. Coordinate with Texas811 to locate all existing utilities prior to drilling.

14.2 Provide all necessary manpower, equipment and materials for auger drilling, logging and sampling 6 borings to a depth of approximately 15 feet each and 2 borings to a depth of 30 feet at strategic, predetermined locations on-site.

14.2.1 All borings will be plugged with cuttings from the borehole or bentonite chips upon completion of the drilling operation. The remaining cutting will be spread out on site.

14.3 Perform in-house laboratory testing consisting of conventional geotechnical tests, such as soil classifications, moisture contents, Atterberg limits, grain size analyses, minus 200 sieves, unit weights and unconfined compression testing.

14.4 Perform soil borings for thermal resistivity; two borings at the WWTP and two at the proposed operations buildings site. Thermal dry-out curves will be utilized in the design of electrical duct banks.

14.5 Perform electrical resistivity testing of soils at the WWTP and operations building sites. Electrical data will be utilized to design facility grounding and lightning protection systems.

Task 14.0 Deliverable

- *Issue draft and final geotechnical reports, which will include boring logs, a generalized boring location plan, laboratory test results, and preliminary foundation recommendations for the proposed site.*

Task 15.0 - Preliminary Engineering Report (PER)

The PER shall organize and document the information and design criteria developed under previous tasks and include a preliminary opinion of probable construction cost and a schedule for final design and construction. An executive summary of the conclusions and recommendations shall be included. All TMs will be included as appendices to the PER.

15.1 Develop approximately 30 percent facility design including defining applicable codes and standards and producing preliminary design plans and schematics.

15.1.1 Site/Civil

15.1.1.1 Confirm adequacy of topographical and boundary mapping. Evaluate legal, ownership, permitting and zoning constraints. Identify environmentally sensitive areas such as wetlands, flood plains, known hazardous waste areas, etc.

15.1.1.2 Develop two alternative plant site layouts. This will include activities such as: (1) determine structure size, location, and orientation; (2) layout roadways/truck access corridors and define maneuvering requirements (design vehicle); (3) size and locate parking lots for employees and visitors to the facility; (4) determine emergency vehicle access requirements. (4) evaluate flood plain impacts and constraints; (5) locate storm water management facilities. (6) locate utility and piping corridors (horizontal and vertical).

15.1.1.3 Coordinate with surveyors; define surveyors' scope of work; coordinate with geotechnical engineer on boring locations; record boring locations on site drawings.

15.1.1.4 Develop preliminary erosion control plan for project. Determine if erosion control ponds are required; locate ponds on site plan drawings as

required. Prepare preliminary storm water calculations suitable for submission to local site permitting authorities. Develop preliminary storm water control concepts (swales, curb, and gutter). Meet with local storm water and erosion and sediment control agency to determine permitting requirements for site plans, and impact of requirements on preparation of contract documents. Document findings.

15.1.1.5 Update existing TPDES permit if required and Storm Water Pollution Prevention Plan (SW3P) to include new or relocated facilities.

15.1.1.6 Set preliminary finished floor levels for new structures. Establish preliminary finished grades; overall major surfaces, road profiles, etc. Iterate preliminary surfaces and structures to optimize earthwork if necessary.

15.1.2 Architectural

15.1.2.1 Coordinate with civil, MEP and structural disciplines. Define building system concepts and establish preliminary utility points of connection and site infrastructure plan.

15.1.2.2 Validate final programming report, including scope, site boundaries, and applicable codes. Reconfirm space program, adjacencies and site program.

15.1.2.3 Building massing and conceptual design: Develop building blocking and stacking diagrams into conceptual plans, elevations, and sections. Organize functional zones: fleet bays, support shops, administration, training, and staff support. Establish preliminary structural grid, bay sizing, and expansion strategy. Explore building envelope concepts (materials, daylighting, durability, maintenance).

15.1.2.4 Determine building use and occupancy classifications, construction type, fire separation needs, allowable areas, egress requirements, accessibility compliance, and hazardous materials considerations.

15.1.2.5 Develop site concept alternatives showing building placement, access drives, yard layout, stormwater, and expansion zones.

15.1.2.6 Create 3D volumetric study and renderings for council review & approval.

15.1.3 Structural

15.1.3.1 Coordinate with other disciplines to determine structural requirements.

15.1.3.2 Develop structural narrative providing preliminary recommendations for major structural systems and materials of construction. Recommendations to be based on other disciplines and TM conclusions.

15.1.3.3 Review of geotechnical report to coordinate proper subgrade pad and foundation design.

15.1.3.4 Prepare preliminary structural foundation and framing plans for proposed buildings based on architectural layout and TM conclusions.

15.1.3.5 Provide preliminary structural plans for proposed unit treatment structures. All geometric data, including the size and configuration of the structures based on other disciplines and TM conclusions.

15.1.4 Process Mechanical

15.1.4.1 Determine size/capacity of all unit treatment processes and ancillary systems.

15.1.4.2 Review capacity and performance of all existing processes and equipment to remain in service where appropriate. Assign capacity to existing processes.

15.1.4.3 Prepare process flow diagrams (PFDs).

15.1.4.4 Prepare preliminary solids balance.

15.1.4.5 Develop process narratives.

15.1.4.6 Select and size all major process equipment including pumps. Prepare sizing calculations and obtain review. Establish level of redundancy required for all process equipment.

15.1.4.7 Prepare equipment list with sizing for major equipment. Coordinate with the owner on preferences of equipment manufacturer and processes.

15.1.4.8 Prepare preliminary sketches for equipment arrangements.

15.1.4.9 Prepare preliminary hydraulic profile.

15.1.4.10 Prepare preliminary site plan drawings, including major piping and valves.

15.1.5 HVAC/Plumbing

15.1.5.1 Coordinate with other disciplines to determine Mechanical and Plumbing requirements.

15.1.5.2 Develop mechanical and plumbing narrative providing preliminary recommendations for required HVAC and plumbing system types, sizes, and materials of construction. Recommendations to be based on project requirements coordinated with other team members.

15.1.5.3 Preliminary sketches for HVAC equipment arrangements and space allocation.

15.1.6 Instrumentation and Control Systems

15.1.6.1 Coordinate with other disciplines to determine instrumentation and control requirements.

15.1.6.2 Create a communications overview drawing showing major off site and on-site communication links.

15.1.7 Electrical

15.1.7.1 Coordinate with other disciplines to determine electrical requirements.

15.1.7.2 Develop preliminary electrical site plan and one-line diagrams. Site plan will include major electrical equipment, backup power equipment, and proposed utility modifications.

15.2 Document construction phasing and sequencing recommendations to minimize impacts to operations.

15.3 Identify and document required federal, state, and local approvals to develop the Project, including a matrix summarizing the required regulatory approvals, permit triggers, and estimated timeframes for obtaining such approvals.

15.4 Evaluate funding opportunities.

15.5 Update the project risk register.

15.6 Document utility coordination and improvement requirements to serve the project.

15.7 Develop and implementation schedule including major design activities and estimated bid and construction phase milestones.

15.8 Prepare a Class 3 opinion of probable construction costs. Contingency shall be set at approximately 30 percent for total project costs as recommended by the American Association of Cost Engineers for a design with a 10 to 40 project definition level.

15.9 Prepare and submit a Draft of the PER. Drawings will be included as 24" x 36" exhibits.

15.10 Address City comments and submit a Final PER. The PER shall be submitted as a digital PDF document.

Task 15.0 Deliverable

- *Draft and Final Preliminary Engineering Report including 30% preliminary drawings*

Task 16.0 - Preliminary to Final Design Transition

Coordinate with City to finalize preliminary engineering and initiate final design phase services. The assumed duration of this task is one month.

SCHEDULE

The Draft Preliminary Engineering Report will be issued within approximately 9 months, not including Task 16.0, from execution of the Professional Services Agreement which shall serve as notice-to-proceed.

City of Leander - RM 2243 Wastewater Treatment Plant Expansion Project

Task	Title	Start Day	Finish Day	Duration Months
1.0	Project Management, Coordination and Meetings	1	270	9
2.0	Pre-Development Phase	1	30	1
3.0	Facility Sizing and Construction Phasing Analysis	30	90	2
4.0	Process Modeling	30	120	3
5.0	Hydraulic Modeling	60	150	3
6.0	Existing Plant/Jewel Facility Condition Assessment	1	90	3
7.0	Treatment Process Selection Evaluation	30	150	4
8.0	Lead Abatement Study	1	210	7
9.0	Cultural and Natural Resources Constraints Analysis	90	180	3
10.0	Operations Building Development	30	180	5
11.0	Site Hydraulics and Hydrology Study	120	210	3
12.0	Electrical and Control Evaluation	90	240	5
13.0	Subsurface Utility Engineering (C/D)	90	180	3
14.0	Geotechnical Studies	120	180	2
15.0	Preliminary Engineering Report	180	270	3
16.0	Preliminary to Final Design Transition (1 month)	270	300	1
[Future	Final Design and Bid Phase (Estimated)	300	725	14
[Future	Construction Phase (Estimated)	725	1638	30

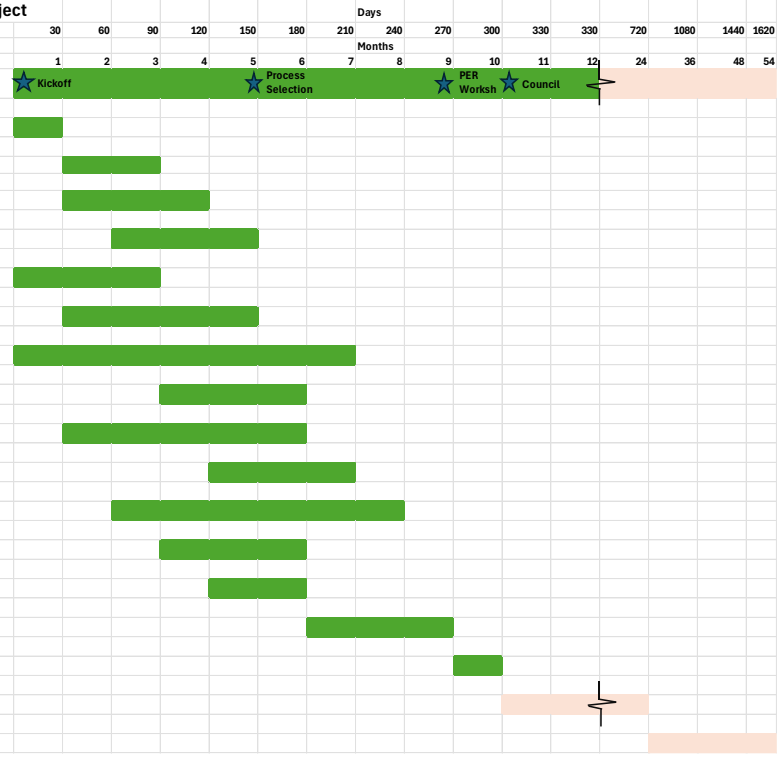

EXHIBIT B

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

City of Leander
WWTP Expansion Project - Preliminary Engineering
12/8/2025
Detailed Cost Breakdown

Project Fee Summary	
Total Fee - Preliminary Design Phase Services	$2,993,315

Basic Services

Task	Employee	Archer	Christensen	Noack	Jenkins	Bybel	Niermann	Moser	Sara K.	Crites	Gieseke	Smith	Montemayor		Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
	Position	Project Principal	Project Manager	QC/QA	Senior Process Eng	Piping/Hydraulics Eng	Site/Civil Eng	Cost Est/Constructability	Project Engineer	EIT	CAD	Survey	Survey Tech	Survey Crew					
	Tasks ↓ | Current Hourly Bill Rate →	$350.00	$300.00	$300.00	$350.00	$300.00	$192.40	$330.00	$182.00	$119.60	$197.60	$202.80	$124.80	$244.40					
1.0	**Project Management, Coordination and Meetings**																		
1.1	Project Administration	40	144		24					120	16				344	$ 83,114	$ 450	$ 48,196	$ 131,760
1.2	Project Meetings	40	68		104	52	24	4	104	104	40				540	$ 131,608	$ 1,110	$ 116,388	$ 249,106
2.0	**Pre-Development Phase**																		
2.1	Establish Design Standards		2		8										10	$ 3,400	$ -	$ 7,948	$ 11,348
2.2	Document Assumptions and City Expectations	2	4		8										14	$ 4,700	$ -	$ 6,220	$ 10,920
2.3	Identify Regulatory Standards and Criteria		2		8	4	4								18	$ 5,370	$ -	$ 8,417	$ 13,787
2.4	Obtain and Review Historical Information		4		4		4		16						28	$ 6,282	$ -	$ 7,488	$ 13,770
2.5	Develop Initial Risk Register	1	4	2	4	4	4	4	16						39	$ 9,752	$ -	$ 12,544	$ 22,296
2.6	Field Surveying		2		4	12	8			16	4	40	148	216	450	$ 89,216	$ 950	$ -	$ 90,166
2.7	Draft and Final TM	1	4	4	12	4			16	40					81	$ 15,846	$ 50	$ 25,713	$ 41,609
3.0	**Facility Sizing and Construction Phasing Analysis**																		
3.1	Review Master Plans		2		8	4			24	8					46	$ 9,925	$ -	$ -	$ 9,925
3.2	Evaluate Schedule and Phasing		4	4	16	8			40	16					88	$ 19,594	$ -	$ -	$ 19,594
3.3	Draft and Final TM	2	4	4	8	2			40	16					76	$ 15,694	$ 50	$ 2,896	$ 18,640
4.0	**Process Modeling**																		
4.1	Analyze Historical Process and Operation Data		1	2	4				8						15	$ 3,756	$ -	$ 15,900	$ 19,656
4.2	Coordinate and/or Conduct Sampling and Testing		2		16				40	40					98	$ 18,264	$ 25,560	$ 3,800	$ 47,624
4.3	Calibrate Process Model		2	2	4				8						16	$ 4,056	$ -	$ 26,480	$ 30,536
4.4	Draft and Final TM	2	2	4	8				4						20	$ 6,028	$ 50	$ 10,570	$ 16,648
5.0	**Hydraulic Modeling**																		
5.1	Determine Process and WSE at Low and High Flows				8	8				16					32	$ 7,114	$ -	$ -	$ 7,114
5.2	Develop and Calibrate the Model of each Treatment Unit		4	4	8	12			32	16		16			92	$ 19,783	$ -	$ -	$ 19,783
5.3	Determine New Process Head Conditions		4	4	8	12			32	16					76	$ 16,538	$ -	$ -	$ 16,538
5.4	Draft and Final TM	4	4	8	8	24			40	16	8				112	$ 25,775	$ 50	$ -	$ 25,825
6.0	**Existing Plant/Joule Facility Condition Assessment**																		
6.1 - 6.4	On-site Condition Assessment		8	4	24	24			80	40					180	$ 38,544	$ 140	$ 54,100	$ 92,784
6.5	Radio Frequency Scanning		1												1	$ 300	$ -	$ 1,356	$ 1,656
6.6	Off-site Location Assessments for Comm Integration		1		2										3	$ 1,000	$ -	$ 3,433	$ 4,433
6.7	Review Findings with City		4		8	4									16	$ 5,200	$ -	$ 7,261	$ 12,461
6.8	Draft and Final TM	2	4	8	24	16			80	40	16				190	$ 40,006	$ 50	$ 41,324	$ 81,380
7.0	**Treatment Process Selection Evaluation**																		
7.1 - 7.2	Evaluate and Screen Process Unit Alternatives																		
7.3	Influent Lift Station		2	1	4										7	$ 2,300	$ -	$ 16,798	$ 19,098
7.4	Headworks and Screening including Odor Control	1	2	4	8										15	$ 4,950	$ -	$ 30,038	$ 34,988
7.5	Biological Treatment Process	1	8	8	40	8			80	80	8				233	$ 47,259	$ -	$ 438	$ 47,697
7.6	Secondary Clarification	1	4	4	8	4			24	16	8				69	$ 14,613	$ -	$ 438	$ 15,051
7.7	Filtration	1	4	2	40	4			40	16	8				115	$ 28,125	$ -	$ 438	$ 28,563
7.8	Disinfection	1	16	8	40	8			60	24	8				165	$ 39,322	$ -	$ 438	$ 39,760
7.9	Chemical Feed	1	8	8	40	4			40	16	8				125	$ 31,125	$ -	$ 438	$ 31,563
7.10	Solids Thickening and Storage	1	2	4	8										15	$ 4,950	$ -	$ 39,758	$ 44,708
7.11	Draft and Final TM	4	16	16	40	8			80	60	24				248	$ 53,879	$ 50	$ 40,480	$ 94,409
8.0	**Lead Abatement Support**																		
8.1	RFQ Development Support		1						4						5	$ 1,028	$ 140	$ 1,200	$ 2,368
8.2	SOQ Review and Selection Support		1						4						5	$ 1,028	$ 56	$ 400	$ 1,484
8.3	Coordination		1						4						5	$ 1,028	$ -	$ 620	$ 1,648
9.0	**Cultural and Natural Resources Constraints Analysis**																		
9.1	Desktop Constraints Analysis		2						4						6	$ 1,328	$ -	$ 4,679	$ 6,007
9.2	Natural Resources Investigation		2						8						10	$ 2,056	$ 56	$ 5,982	$ 8,094
9.3	Cultural Resources Investigation		2						8						10	$ 2,056	$ 56	$ 2,410	$ 4,522
9.4	Previous Distrubance Investigation		2						4						6	$ 1,328	$ 56	$ 900	$ 2,284
9.5 - 9.6	Draft and Final TM (Jewel Building and WWTP Site)	1	2	2					4						9	$ 2,278	$ 50	$ 2,000	$ 4,328
10.0	**Operations Building Development**																		
10.1	Develop Basis of Design		4	1	6		2								13	$ 3,985	$ -	$ 17,149	$ 21,134
10.2	Evaluate Site Locations and Layouts	1	4	1	6		4		24						40	$ 9,088	$ 56	$ 11,246	$ 20,390
10.3	Space Planning	1	4	1	6										12	$ 3,950	$ -	$ 8,536	$ 12,486
10.4	Space Inventory		4	1	4										9	$ 2,900	$ -	$ 10,160	$ 13,060
10.5	Diagrammatic Test-Fits		4	1	4										9	$ 2,900	$ -	$ 11,160	$ 14,060
10.6	Electrical and Communication Design Development		4	1	4										9	$ 2,900	$ -	$ 9,812	$ 12,712
10.7	ROM Estimate		4	1	2		4	4							15	$ 4,290	$ -	$ 11,826	$ 16,116
10.8	Confirm Use/Occupancy and Permitting Requirements		4	1			8								13	$ 3,040	$ -	$ 7,360	$ 10,400
10.9	Draft and Final TM	1	4	4	8		8		8						33	$ 8,546	$ 50	$ 22,923	$ 31,519
11.0	**Site Hydraulics and Hydrology Study**																		
11.1	Site H&H Study		2				16		60	40					118	$ 19,383	$ 56	$ -	$ 19,439
11.2	Evaluate H&H Impacts for Expansion beyond 5.25 MGD		2				16		60	16					94	$ 16,512	$ -	$ -	$ 16,512
11.3	Draft and Final TM	1	2	4			16		40	16					79	$ 14,422	$ 50	$ -	$ 14,472
12.0	**Electrical and Control Evaluation**																		
12.1	Utility Service Evaluation	2	2	2	4										10	$ 3,300	$ -	$ 1,320	$ 4,620

City of Leander
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Detailed Cost Breakdown

																Project Fee Summary			
																Total Fee - Preliminary Design Phase Services			**$2,993,315**
12.2	ETAP Electrical Model		2	2	4										8	$ 2,600	$ -	$ 3,420	$ 6,020
12.3	Electrical Service Distribution Analysis		2	2	4										8	$ 2,600	$ -	$ 2,220	$ 4,820
12.4	Evaluate On-site Power Generation		2	2	4										8	$ 2,600	$ -	$ 2,220	$ 4,820
12.5	Document Backup Power Sources		2	2	4										8	$ 2,600	$ -	$ 2,340	$ 4,940
12.6	Develop Replacement/Reconditioning Plan for Existing Equipment		2	2	4										8	$ 2,600	$ -	$ 4,440	$ 7,040
12.7	Communications Architecture Study		2	2	4										8	$ 2,600	$ -	$ 85,454	$ 88,054
12.8	Cybersecurity Audit		2	2	4										8	$ 2,600	$ -	$ 27,762	$ 30,362
12.9	Draft and Final TM	2	2	8	4										16	$ 5,100	$ 50	$ 10,604	$ 15,754
13.0	**Subsurface Utility Engineering (C/D)**		2			4						4			10	$ 2,591	$ 50	$ 11,989	$ 14,630
14.0	**Geotechnical Studies**		2		2	8						4			16	$ 4,491	$ 240	$ 21,495	$ 26,226
15.0	**Preliminary Engineering Report**																		
15.1	Develop 30% Facility Design																		
15.1.1	Site/Civil		4	8		40	80		80	60	120				392	$ 76,440	$ -	$ -	$ 76,440
15.1.2	Architectural		8	8	24				40						80	$ 20,480	$ -	$ 24,200	$ 44,680
15.1.3	Structural		4	4	12				4						24	$ 7,328	$ -	$ 18,814	$ 26,142
15.1.4	Process Mechanical	4	40	40	200				220	300	300				1,104	$ 230,600	$ -	$ 110,850	$ 341,450
15.1.5	HVAC/Plumbing		2	4	8										14	$ 4,600	$ -	$ 7,160	$ 11,760
15.1.6	I&C		2	2	4										8	$ 2,600	$ -	$ 8,794	$ 11,394
15.1.7	Electrical		4	8	12				16						40	$ 10,712	$ -	$ 10,770	$ 21,482
15.2	Construction Phasing and Sequencing Recommendations	1	8	2	8	4		12	24						59	$ 15,678	$ -	$ 24,480	$ 40,158
15.3	Permitting Matrix		4	2			8			4					18	$ 3,818	$ -	$ 5,263	$ 9,081
15.4	Funding Evaluation		2												2	$ 600	$ -	$ 18,560	$ 19,160
15.5	Update Risk Register	1	2	1	2	2	2	2	4						16	$ 4,323	$ -	$ 8,256	$ 12,579
15.6	Utility Coordination and Improvements		2				8			24					34	$ 5,010	$ -	$ -	$ 5,010
15.7	Implementation Schedule	1	2		4			4	24						35	$ 8,038	$ -	$ 6,120	$ 14,158
15.8	OPCC	1	4	8	8	8	4	24	24	40					121	$ 26,992	$ -	$ 19,902	$ 46,894
15.9	Draft Preliminary Engineering Report	2	8	16	40	16	8	4	60	80					234	$ 50,048	$ 50	$ 60,162	$ 110,260
15.10	Final Preliminary Engineering Report	1	4	8	16	8	4	2	24	16	8				91	$ 21,242	$ 50	$ 52,388	$ 73,680
16.0	**Preliminary to Final Design Transition**	8	40	16	100	80	40	4	140	120	140	4	16	24	732	$ 163,786	$ 1,150	$ 158,534	$ 323,470
	Total Basic Services Hours	**133**	**560**	**274**	**1,074**	**396**	**272**	**64**	**1,796**	**1,432**	**724**	**60**	**164**	**240**	**7,189**	**$ 1,597,411**	**$ 30,726**	**$ 1,365,178**	**$ 2,993,315**
	Total Basic Services Labor Effort	**$ 46,550**	**$ 168,000**	**$ 82,200**	**$ 375,900**	**$ 118,800**	**$ 52,333**	**$ 21,120**	**$ 326,872**	**$ 171,267**	**$ 143,062**	**$ 12,168**	**$ 20,467**	**$ 58,656**					

City of Leander
WWTP Expansion Project - Preliminary Engineering
12/8/2025
Detailed Cost Breakdown

Project Fee Summary	
Total Fee - Preliminary Design Phase Services	$2,993,315

Task	Expenses	Miles	Meals	Printing	Hotel	Labs	Other	Other	Other	Other	Other	Other	Other	Other	Total Exp Effort
	Expense Cost	$ 0.700	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	
1.0	**Project Management, Coordination and Meetings**														
1.1	Project Administration	500	100												$ 450
1.2	Project Meetings	1,300	200												$ 1,110
2.0	**Pre-Development Phase**														
2.1	Establish Design Standards														$ -
2.2	Document Assumptions and City Expectations														$ -
2.3	Identify Regulatory Standards and Criteria														$ -
2.4	Obtain and Review Historical Information														$ -
2.5	Develop Initial Risk Register														$ -
2.6	Field Surveying	1,000	250												$ 950
2.7	Draft and Final TM			50											$ 50
3.0	**Facility Sizing and Construction Phasing Analysis**														
3.1	Review Master Plans														$ -
3.2	Evaluate Schedule and Phasing														$ -
3.3	Draft and Final TM			50											$ 50
4.0	**Process Modeling**														
4.1	Analyze Historical Process and Operation Data														$ -
4.2	Coordinate and/or Conduct Sampling and Testing	800				25,000									$ 25,560
4.3	Calibrate Process Model														$ -
4.4	Draft and Final TM			50											$ 50
5.0	**Hydraulic Modeling**														
5.1	Determine Process and WSE at Low and High Flows														$ -
5.2	Develop and Calibrate the Model of each Treatment Unit														$ -
5.3	Determine New Process Head Conditions														$ -
5.4	Draft and Final TM			50											$ 50
6.0	**Existing Plant/Joule Facility Condition Assessment**														
6.1 - 6.4	On-site Condition Assessment	200													$ 140
6.5	Radio Frequency Scanning														$ -
6.6	Off-site Location Assessments for Comm Integration														$ -
6.7	Review Findings with City														$ -
6.8	Draft and Final TM			50											$ 50
7.0	**Treatment Process Selection Evaluation**														
7.1 - 7.2	Evaluate and Screen Process Unit Alternatives														
7.3	Influent Lift Station														$ -
7.4	Headworks and Screening including Odor Control														$ -
7.5	Biological Treatment Process														$ -
7.6	Secondary Clarification														$ -
7.7	Filtration														$ -
7.8	Disinfection														$ -
7.9	Chemical Feed														$ -
7.10	Solids Thickening and Storage														$ -
7.11	Draft and Final TM			50											$ 50
8.0	**Lead Abatement Support**														
8.1	RFQ Development Support	200													$ 140
8.2	SOQ Review and Selection Support	80													$ 56
8.3	Coordination														$ -
9.0	**Cultural and Natural Resources Constraints Analysis**														
9.1	Desktop Constraints Analysis														$ -
9.2	Natural Resources Investigation	80													$ 56
9.3	Cultural Resources Investigation	80													$ 56
9.4	Previous Distrubance Investigation	80													$ 56
9.5 - 9.6	Draft and Final TM (Jewel Building and WWTP Site)			50											$ 50
10.0	**Operations Building Development**														
10.1	Develop Basis of Design														$ -
10.2	Evaluate Site Locations and Layouts	80													$ 56
10.3	Space Planning														$ -
10.4	Space Inventory														$ -
10.5	Diagrammatic Test-Fits														$ -
10.6	Electrical and Communication Design Development														$ -
10.7	ROM Estimate														$ -
10.8	Confirm Use/Occupancy and Permitting Requirements														$ -
10.9	Draft and Final TM			50											$ 50
11.0	**Site Hydraulics and Hydrology Study**														
11.1	Site H&H Study	80													$ 56
11.2	Evaluate H&H Impacts for Expansion beyond 5.25 MGD														$ -
11.3	Draft and Final TM			50											$ 50
12.0	**Electrical and Control Evaluation**														
12.1	Utility Service Evaluation														$ -
12.2	ETAP Electrical Model														$ -
12.3	Electrical Service Distribution Analysis														$ -
12.4	Evaluate On-site Power Generation														$ -

City of Leander
WWTP Expansion Project - Preliminary Engineering
12/8/2025
Detailed Cost Breakdown

Project Fee Summary	
Total Fee - Preliminary Design Phase Services	**$2,993,315**

12.5	Document Backup Power Sources														$ -
12.6	Develop Replacement/Reconditioning Plan for Existing Equipment														$ -
12.7	Communications Architecture Study														$ -
12.80	Cybersecurity Audit														$ -
12.90	Draft and Final TM			50											$ 50
13.0	**Subsurface Utility Engineering (C/D)**			50											$ 50
14.0	**Geotechnical Studies**	200	50	50											$ 240
15.0	**Preliminary Engineering Report**														
15.1	Develop 30% Facility Design														
15.1.1	Site/Civil														$ -
15.1.2	Architectural														$ -
15.1.3	Structural														$ -
15.1.4	Process Mechanical														$ -
15.1.5	HVAC/Plumbing														$ -
15.1.6	I&C														$ -
15.1.7	Electrical														$ -
15.2	Construction Phasing and Sequencing Recommendations														$ -
15.3	Permitting Matrix														$ -
15.4	Funding Evaluation														$ -
15.5	Update Risk Register														$ -
15.6	Utility Coordination and Improvements														$ -
15.7	Implementation Schedule														$ -
15.8	OPCC														$ -
15.9	Draft Preliminary Engineering Report			50											$ 50
15.10	Final Preliminary Engineering Report			50											$ 50
16.0	**Preliminary to Final Design Transition**	1,000	250	200											$ 1,150
	Total Expense Items	**5,680**	**850**	**900**	**-**	**25,000**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	
	Total Expenses Effort	**$ 3,976**	**$ 850**	**$ 900**	**$ -**	**$ 25,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 30,726**

City of Leander
WWTP Expansion Project - Preliminary Engineering
12/8/2025
Detailed Cost Breakdown

Project Fee Summary	
Total Fee - Preliminary Design Phase Services	$2,993,315

Task	Subconsultants	McKim & Creed	FGMA	eHT	Encotech	SWCA	Holt	TRG							Total Sub Effort
1.0	**Project Management, Coordination and Meetings**														
1.1	Project Administration	5,788	2,880	22,300	14,511	2,717									$ 48,196
1.2	Project Meetings	22,735	8,372	61,360	22,738	1,183									$ 116,388
2.0	**Pre-Development Phase**														
2.1	Establish Design Standards	2,640	1,000	3,500	808										$ 7,948
2.2	Document Assumptions and City Expectations	2,220	1,080	2,920											$ 6,220
2.3	Identify Regulatory Standards and Criteria			5,660	1,574	1,183									$ 8,417
2.4	Obtain and Review Historical Information	1,828		5,660											$ 7,488
2.5	Develop Initial Risk Register	3,496		7,020		2,028									$ 12,544
2.6	Field Surveying														$ -
2.7	Draft and Final TM		1,080	19,390	5,243										$ 25,713
3.0	**Facility Sizing and Construction Phasing Analysis**														
3.1	Review Master Plans														$ -
3.2	Evaluate Schedule and Phasing														$ -
3.3	Draft and Final TM	2,896													$ 2,896
4	**Process Modeling**														
4.1	Analyze Historical Process and Operation Data			15,900											$ 15,900
4.2	Coordinate and/or Conduct Sampling and Testing			3,800											$ 3,800
4.3	Calibrate Process Model			26,480											$ 26,480
4.4	Draft and Final TM			10,570											$ 10,570
5	**Hydraulic Modeling**														
5.1	Determine Process and WSE at Low and High Flows														$ -
5.2	Develop and Calibrate the Model of each Treatment Unit														$ -
5.3	Determine New Process Head Conditions														$ -
5.4	Draft and Final TM														$ -
6	**Existing Plant/Joule Facility Condition Assessment**														
6.1 - 6.4	On-site Condition Assessment	33,951		14,580.00	5,569.00										$ 54,100
6.5	Radio Frequency Scanning	1,356													$ 1,356
6.6	Off-site Location Assessments for Comm Integration	3,433													$ 3,433
6.7	Review Findings with City	2,248		4,080.00	933.00										$ 7,261
6.8	Draft and Final TM	8,576		13,460.00	19,288.00										$ 41,324
7	**Treatment Process Selection Evaluation**														
7.1 - 7.2	Evaluate and Screen Process Unit Alternatives														
7.3	Influent Lift Station	438		16,360											$ 16,798
7.4	Headworks and Screening including Odor Control	438		29,600											$ 30,038
7.5	Biological Treatment Process	438													$ 438
7.6	Secondary Clarification	438													$ 438
7.7	Filtration	438													$ 438
7.8	Disinfection	438													$ 438
7.9	Chemical Feed	438													$ 438
7.10	Solids Thickening and Storage	438		39,320											$ 39,758
7.11	Draft and Final TM	3,060		37,420											$ 40,480
8	**Lead Abatement Support**														
8.1	RFQ Development Support		1,200												$ 1,200
8.2	SOQ Review and Selection Support		400												$ 400
8.3	Coordination		620												$ 620
9	**Cultural and Natural Resources Constraints Analysis**														
9.1	Desktop Constraints Analysis					4,679									$ 4,679
9.2	Natural Resources Investigation					5,982									$ 5,982
9.3	Cultural Resources Investigation					2,410									$ 2,410
9.4	Previous Distrubance Investigation					900									$ 900
9.5 - 9.6	Draft and Final TM (Jewel Building and WWTP Site)					2,000									$ 2,000
10	**Operations Building Development**														
10.1	Develop Basis of Design	6,343	9,760		1,046										$ 17,149
10.2	Evaluate Site Locations and Layouts	1,320	8,880		1,046										$ 11,246
10.3	Space Planning	1,876	6,660												$ 8,536
10.4	Space Inventory		10,160												$ 10,160
10.5	Diagrammatic Test-Fits		11,160												$ 11,160
10.6	Electrical and Communication Design Development	9,812													$ 9,812
10.7	ROM Estimate		9,960		1,866										$ 11,826
10.8	Confirm Use/Occupancy and Permitting Requirements		7,360												$ 7,360
10.9	Draft and Final TM	5,826	11,880		5,217										$ 22,923
11	**Site Hydraulics and Hydrology Study**														
11.1	Site H&H Study														$ -
11.2	Evaluate H&H Impacts for Expansion beyond 5.25 MGD														$ -
11.3	Draft and Final TM														$ -
12	**Electrical and Control Evaluation**														
12.1	Utility Service Evaluation	1,320													$ 1,320
12.2	ETAP Electrical Model	3,420													$ 3,420
12.3	Electrical Service Distribution Analysis	2,220													$ 2,220
12.4	Evaluate On-site Power Generation	2,220													$ 2,220
12.5	Document Backup Power Sources	2,340													$ 2,340

City of Leander
WWTP Expansion Project - Preliminary Engineering
12/8/2025
Detailed Cost Breakdown

Project Fee Summary	
Total Fee - Preliminary Design Phase Services	$2,993,315

12.6	Develop Replacement/Reconditioning Plan for Existing Equipment	4,440													$	4,440
12.7	Communications Architecture Study	85,454													$	85,454
12.8	Cybersecurity Audit	27,762													$	27,762
12.9	Draft and Final TM	10,604													$	10,604
13	**Subsurface Utility Engineering (C/D)**							11,989							$	11,989
14	**Geotechnical Studies**	5,630					15,864								$	21,495
15	**Preliminary Engineering Report**															
15.1	Develop 30% Facility Design															
15.1.1	Site/Civil														$	-
15.1.2	Architectural		24,200												$	24,200
15.1.3	Structural				18,814										$	18,814
15.1.4	Process Mechanical			110,850											$	110,850
15.1.5	HVAC/Plumbing				7,160										$	7,160
15.1.6	I&C	8,794													$	8,794
15.1.7	Electrical	10,770													$	10,770
15.2	Construction Phasing and Sequencing Recommendations		4,080	20,400											$	24,480
15.3	Permitting Matrix		4,080			1,183									$	5,263
15.4	Funding Evaluation			18,560											$	18,560
15.5	Update Risk Register	1,748		4,480		2,028									$	8,256
15.6	Utility Coordination and Improvements														$	-
15.7	Implementation Schedule			6,120											$	6,120
15.8	OPCC	6,844	4,080	5,840	3,138										$	19,902
15.9	Draft Preliminary Engineering Report	6,992		31,530	21,640										$	60,162
15.10	Final Preliminary Engineering Report	4,952	10,160	23,470	13,806										$	52,388
16	**Preliminary to Final Design Transition**	78,968	2,800	62,020	14,746										$	158,534
	Total Subconsultants Cost	**$ 387,386**	**$ 141,852**	**$ 622,650**	**$ 159,143**	**$ 26,293**	**$ 15,864**	**$ 11,989**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**		
	Total Subconsultants Effort	**$ 387,386**	**$ 141,852**	**$ 622,650**	**$ 159,143**	**$ 26,293**	**$ 15,865**	**$ 11,989**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$**	**1,365,178**

Standard Hourly Rates Schedule

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

Classification	Rate
Managing Principal	$350/hour
Manager VII	$300/hour
Manager VI	$290/hour
Manager V	$270/hour
Manager IV	$255/hour
Manager III	$240/hour
Manager II	$225/hour
Manager I	$205/hour
Senior Engineer V	$290/hour
Senior Engineer IV	$275/hour
Senior Engineer III	$250/hour
Senior Engineer II	$225/hour
Senior Engineer I	$200/hour
Survey Manager IV	$225/hour
Survey Manager III	$210/hour
Survey Manager II	$185/hour
Project Manager IX	$255/hour
Project Manager VIII	$240/hour
Project Manager VII	$220/hour
Project Manager VI	$210/hour
Project Manager V	$200/hour
Project Manager IV	$185/hour
Project Manager III	$175/hour
Project Manager II	$165/hour
Project Manager I	$155/hour
Senior Design Engineer III	$150/hour
Senior Design Engineer II	$140/hour
Senior Design Engineer I	$125/hour
Project Engineer IV	$170/hour
Project Engineer III	$160/hour
Project Engineer II	$150/hour
Project Engineer I	$145/hour
Project Surveyor X	$190/hour
Project Surveyor IX	$175/hour
Project Surveyor VIII	$160/hour
Project Surveyor VII	$150/hour
Project Surveyor VI	$140/hour
Project Surveyor V	$130/hour
Project Surveyor IV	$120/hour
Project Surveyor III	$110/hour
Project Surveyor II	$100/hour
Project Surveyor I	$85/hour

Classification	Rate
Professional IX	$175/hour
Professional VIII	$160/hour
Professional VII	$150/hour
Professional VI	$140/hour
Professional V	$135/hour
Professional IV	$130/hour
Professional III	$125/hour
Professional II	$120/hour
Professional I	$115/hour
Construction Manager X	$315/hour
Construction Manager IX	$300/hour
Construction Manager VIII	$180/hour
Construction Manager VII	$170/hour
Construction Manager VI	$140/hour
Construction Manager V	$130/hour
Construction Manager IV	$105/hour
Construction Manager III	$100/hour
Construction Manager II	$95/hour
Construction Manager I	$80/hour
Technician XII	$190/hour
Technician XI	$160/hour
Technician X	$150/hour
Technician IX	$140/hour
Technician VIII	$125/hour
Technician VII	$115/hour
Technician VI	$105/hour
Technician V	$100/hour
Technician IV	$95/hour
Technician III	$90/hour
Technician II	$85/hour
Technician I	$80/hour
Support Staff VI	$125/hour
Support Staff V	$115/hour
Support Staff IV	$105/hour
Support Staff III	$95/hour
Support Staff II	$85/hour
Support Staff I	$75/hour
4-Man Crew	$250/hour
3-Man Crew	$235/hour
2-Man Crew	$170/hour
1-Man Crew	$150/hour

APPENDIX A – WATER QUALITY SAMPLING AND TESTING

Item	Currently Available?	Duration	Sample Type	Frequency	Notes
Historical Flow					
Daily Data		2020-2025			Daily Data for Last 5 years
P2HF		2020-2025			
Historical Raw Sewage Concentration					
CBOD5		2020-2025			Daily Data for Last 5 years
COD		2020-2025			
RBCOD		2020-2025			
TSS		2020-2025			
VSS		2020-2025			
TKN		2020-2025			
Ammonia-N		2020-2025			
TP		2020-2025			
Alkalinity		2020-2025			
pH		2020-2025			
Liquid Phase Sulfide			Grab		
Historical Plant Influent Concentration With Dewatering Supernatant Flows					
CBOD5	yes	2020-2025			Daily Data for Last 5 years
COD		2020-2025			
RBCOD		2020-2025			
TSS	yes	2020-2025			
VSS		2020-2025			
TKN	yes	2020-2025			
Ammonia-N	yes	2020-2025			
TP	yes	2020-2025			
Alkalinity	yes	2020-2025			
pH		2020-2025			
TDS		2020-2025			
Chloride					
Sulfate					
Ca, Mg, Na, K		3 samples	Grab	n/a	Total and soluble
Liquid Phase Sulfide			Grab		
Historical Effluent Concentration					
CBOD5	yes	2020-2025			Daily Data for Last 5 years
TSS	yes	2020-2025			
Nitrate-N		2020-2025			
Ammonia-N	yes	2020-2025			
TP	yes	2020-2025			
Soluble P		3 weeks	Composite	Daily	Same frequency as normal effluent sampling
DO					
Turbidity		2020-2025			
pH	yes	2020-2025			
Alkalinity	yes	2020-2025			
TDS		2020-2025			
Other Historical Data					
Temperature (Inf, aeration, effluent)		2020-2025			
Historical General Operations Information - Anaerobic and Aeration Basins					
Anaerobic Basin Effluent TSS		3 weeks	Composite	Daily	
Anaerobic Basin Effluent VSS		3 weeks	Composite	Daily	
Anaerobic Basin Effluent COD		3 weeks	Composite	Daily	
Anaerobic Basin Effluent RBCOD		3 weeks	Composite	Daily	
Anaerobic Basin Effluent SCOD		3 weeks	Composite	Daily	
Anaerobic Basin Effluent cBOD5		3 weeks	Composite	Daily	
Anaerobic Basin Effluent ScBOD5		3 weeks	Composite	Daily	
Anaerobic Basin Effluent SCVFA		3 weeks	Composite	Daily	
Anaerobic Basin Effluent DO		3 weeks	Composite	Daily	
Anaerobic Basin Effluent TP		3 weeks	Composite	Daily	
Anaerobic Basin Effluent Soluble P		3 weeks	Composite	Daily	
Anaerobic Basin Effluent Ammonia-N		3 weeks	Composite	Daily	
Anaerobic Basin Effluent TKN		3 weeks	Composite	Daily	
Anaerobic Basin Effluent Alkalinity		3 weeks	Composite	Daily	total and dissolved
Aerobic Basin Effluent TSS		3 weeks	Composite	Daily	
Aerobic Basin Effluent VSS		3 weeks	Composite	Daily	

Item	Currently Available?	Duration	Sample Type	Frequency	Notes
Aerobic Basin Effluent COD		3 weeks	Composite	Daily	
Aerobic Basin Effluent RBCOD		3 weeks	Composite	Daily	
Aerobic Basin Effluent SCOD		3 weeks	Composite	Daily	
Aerobic Basin Effluent cBOD5		3 weeks	Composite	Daily	
Aerobic Basin Effluent ScBOD5		3 weeks	Composite	Daily	
Aerobic Basin Effluent SCVFA		3 weeks	Composite	Daily	
Aerobic Basin Effluent DO		3 weeks	Composite	Daily	
Aerobic Basin Effluent TP		3 weeks	Composite	Daily	
Aerobic Basin Effluent Soluble P		3 weeks	Composite	Daily	
Aerobic Basin Effluent Ammonia-N		3 weeks	Composite	Daily	
Aerobic Basin Effluent TKN		3 weeks	Composite	Daily	
Aeration Basin Effluent NO3-N		3 weeks	Grab	Daily	Gather data regularly to compare with effluent nitrate-N
Aerobic Basin Effluent Alkalinity		3 weeks	Composite	Daily	total and dissolved
SRT or F/M control method		n/a	n/a	n/a	SRT = Solids Retention Time; F/M = food-to-microorganism ratio
Aeration Basin MLSS Concentration	yes	2020-2025			
Aeration Basin MLVSS Concentration		2020-2025			
SVI		2020-2025			
RAS Rates		2020-2025			
RAS concentration		2020-2025			
WAS concentration		2020-2025			Same as RAS concentration
WAS volume (gpd)		2020-2025			
Aerator Control		n/a	n/a	n/a	Description of control approach
Aeration Basin pH		2020-2025			
Aeration Basin DO		2020-2025			By zone if applicable/ historical and any interbasin DO available
Aeration Air Flow Rate		2020-2025			3 recent weeks of data log information if available/also historical master air meter data
Secondary Clarifier Effluent					
TSS		2020-2025			
Ammonia-N		2020-2025			
Alkalinity		2020-2025			
SC Effluent Ca, Mg, Na, K		3 samples	Grab	n/a	Total and soluble
Nitrate-N		2020-2025			
Plant Drain Return Flow					
TKN		3 samples	Grab	n/a	
Ammonia-N		3 samples	Grab	n/a	
TP		3 samples	Grab	n/a	
Filters					
Filter Backwash Flow Rate		2020-2025			Estimate if no data
Filter Effluent TSS		3 weeks	Composite	Daily	
Filter Effluent VSS		3 weeks	Composite	Daily	
Filter Effluent COD		3 weeks	Composite	Daily	
Filter Effluent RBCOD		3 weeks	Composite	Daily	
Filter Effluent SCOD		3 weeks	Composite	Daily	
Filter Effluent cBOD5		3 weeks	Composite	Daily	
Filter Effluent ScBOD5		3 weeks	Composite	Daily	
Filter Effluent SCVFA		3 weeks	Composite	Daily	
Filter Effluent DO		3 weeks	Composite	Daily	
Filter Effluent TP		3 weeks	Composite	Daily	
Filter Effluent Soluble P		3 weeks	Composite	Daily	
Filter Effluent Ammonia-N		3 weeks	Composite	Daily	
Filter Effluent TKN		3 weeks	Composite	Daily	
Filter Effluent NO3-N		3 weeks	Grab	Daily	Gather data regularly to compare with effluent nitrate-N
Filter Effluent Alkalinity		3 weeks	Composite	Daily	total and dissolved
pH					
Other Information					
Chlorine Contact Basin Effluent Chlorine Residual		2020-2025			
Thickened WAS TSS		3 samples	Grab	n/a	
Thickener Overflow TSS		3 samples	Grab	n/a	
Thickener Overflow Flow Rate		3 samples	Grab	n/a	
Thickener overflow TP (gravity thickening)		3 samples	Grab	n/a	

Item	Currently Available?	Duration	Sample Type	Frequency	Notes
Thickener overflow SP		3 samples	Grab	n/a	
Thickener overflow Ammonia-N		3 samples	Grab	n/a	
Dewatering Press Percent Solids		3 samples	Grab	n/a	
Dewatering Press Filtrate TSS		3 samples	Grab	n/a	
Dewatering Press Filtrate Flow Rate		3 samples	Grab	n/a	
Dewatering Press Filtrate TP		3 samples	Grab	n/a	
Dewatering Press Filtrate SP		3 samples	Grab	n/a	
Dewatering Press Filtrate Ammonia-N		3 samples	Grab	n/a	
SC Effluent Ca, Mg, Na, K		3 samples	Grab	n/a	Total and soluble
FEB Effluent Ca, Mg, Na, K		3 samples	Grab	n/a	Total and soluble
Daily Chemical Usage					
Alum to Clarifier					
Polymer to Screw Press					
Chlorine					
SO2					

APPENDIX B

Additional Terms

[Add for Establishing Construction Budget]

Without limiting the generality of the foregoing, ENGINEER will assist OWNER in establishing a Fixed Construction Budget for the PROJECT, and in designing the PROJECT to fall within the Fixed Construction Budget. In the event that the PROJECT is let for bids, and the lowest responsible bid exceeds the Fixed Construction Budget, OWNER may (i) agree to proceed with the PROJECT as designed and pay the excess construction costs, (ii) terminate the PROJECT, or (iii) require the ENGINEER to redesign the PROJECT, in accordance with design-criteria, specifications and plans approved by OWNER to fit within the Fixed Construction Budget. The ENGINEER'S opinions of probable construction costs provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications and represent the ENGINEER'S best judgment as an experienced and qualified professional generally familiar with the industry. Although the ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, the ENGINEER cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by the ENGINEER, the OWNER shall have the rights provided for in this Section.

[Add for Contract Administration]

If the ENGINEER's scope of services includes contract administration in connection with the construction of the PROJECT, the ENGINEER shall be responsible for overseeing the Contractor's performance of its construction obligations, reviewing submissions required by the

Contract Documents, responding to requests for clarification, reviewing applications for payment and advising OWNER whether to pay all or any portion of the same, reviewing the contractor's work for compliance with the Engineer's design and the Construction Documents, and reporting any problems or potential problems to the OWNER with regard to the construction, and keeping OWNER apprised of the Contractor's work, and assisting OWNER with disputes or claims with Contractor involving the work, all in a timely manner so as not to delay construction, and to prevent or mitigated consequences to OWNER of any of problem with the construction or Contractor's performance. The ENGINEER is not responsible for any failure of the Contractor to perform its contract obligations, but ENGINEER is responsible for the performance of ENGINEER's services in connection with this AGREEMENT. The ENGINEER will also review the PROJECT prior to the expiration of any warranty period, and assist OWNER with identifying defects in material or labor and securing Contractor's repair or replacement of defective work.

Scoring Summary

Active Submissions

	Total	Relevant Experience	Project Team Qualifications	Methodology, Approach and Timeline	References
Supplier	**/ 100 pts**	**/ 35 pts**	**/ 35 pts**	**/ 30 pts**	**Pass/Fail**
Walker Partners, LLC	87.3 pts	28.5 pts	31 pts	27.8 pts	Pass
Baxter & Woodman, Inc.	81.8 pts	27.6 pts	27.4 pts	26.8 pts	Pass
GBA	72 pts	27 pts	23.5 pts	21.5 pts	Pass
TRC	64.75 pts	26 pts	25.75 pts	13 pts	Pass

	Response Requirements
Supplier	**Pass/Fail**
Walker Partners, LLC	Pass
Baxter & Woodman, Inc.	Pass
GBA	Pass
TRC	Pass

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Approval of an Ordinance amending Ordinance No. 25-061-00 adopting the annual budget for Fiscal Year 2026; providing funding for the City of Leander Professional Services Agreement with Texas Multi-Chem, LTD in the amount of $71,472.00.

BACKGROUND:
The Parks and Recreation Department request that the City Council amend the FY 2026 budget to allocate $71,472.00 for renovation services at Benbrook Ranch Park. Funding will be drawn from the Parks Special Revenue Fund Balance.

This funding was originally approved by City Council on August 7, 2025, through Ordinance No. 24-075-00, as part of a budget amendment to the Parks Special Revenue Fund for the FY 2025 budget. Since the scheduled park improvements will take place in a different fiscal year than when the funds were first authorized, the appropriation must be reauthorized to ensure compliance with budgetary requirements and to provide continuous financial support for the project.

Specifically, this funding will support field renovations at Benbrook Ranch Park, including upgrades to all five existing infields, four baseball and one softball. The scope of work includes laser grading, leveling, and compacting new infield material; rebuilding pitchers' mounds and batters' boxes; surveying and setting new bases; expanding three infields; completing irrigation repairs; and reestablishing turf. These improvements will enhance the overall aesthetics of the facility while providing safe, high-quality playing surfaces for Leander youth league participants.

By reaffirming this allocation, Council preserves its original funding commitment and guarantees that resources will remain dedicated to this project.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval.

PRESENTER:
Otis Williams, Chief Financial Officer

Fiscal Impact

Amount requested:	$71,472.00
Approved in current budget (Yes / No):	No
Expenditure (New / Amended):	Amended
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	Parks Special Revenue Fund

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Attachments:

1. Multi Chem Ordinance and Exhibit A Amending FY26

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ORDINANCE NO. 25-061-00 ADOPTING THE ANNUAL BUDGET OF THE CITY OF LEANDER, TEXAS FOR FISCAL YEAR 2025.

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the Mayor and City Council; and

WHEREAS, the City Council approved and adopted the FY 2026 budget; and

WHEREAS, the City Council desires to amend the budget to account for changes that were unanticipated prior to adoption of the budget.

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. Budget Amendment. The FY 2026 Budget is hereby amended as shown in Exhibit A.

SECTION 3. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Texas Government Code.*

PASSED AND **APPROVED** on this 18 day of December, 2025.

ATTEST: **CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary Na'Cole Thompson, Mayor Pro Tem

EXHIBIT A

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT FY 2026 CHANGE	TOTAL
73 - PARKS SPECIAL REVENUE FUND	Parks and Recreation	Benbrooke Park Improvements		
REVENUES				
73-00-3100	Parks and Recreation	Parks Special Revenue Fund Balance	71,472	
		Total Revenues		71,472
EXPENDITURES				
73-23-5520	Parks and Recreation	Texas Multi-Chem Agreement Improvements	71,472	
		Total Expenditures		71,472

AGENDA ITEM # 19

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Approval of an Ordinance amending Ordinance No. 25-061-00 adopting the annual budget for Fiscal Year 2026; providing for funding for the City of Leander Comprehensive and Transportation Master Plan in the amount of $550,000.00.

BACKGROUND:
The Development Services Department request that City Council amend the FY 2026 budget to allocate $550,000.00 for the update of Leander's Comprehensive and Transportation Master Plan. Funding for these services will be drawn from the General Capital Improvement Program (CIP) Fund Balance.

This funding was originally approved by City Council on August 7, 2025, through Ordinance No 24-075-00, as part of a budget amendment to the General CIP Fund in the FY 2025 budget. Since the Comprehensive and Transportation Master Plan services will begin in a different fiscal year than when the funds were originally authorized, the budget approval must be reauthorized to maintain compliance with fiscal requirements and to ensure continued financial support for this initiative.

This funding is necessary to support the Council's prior funding approval of the Comprehensive and Transportation Master Plan.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval.

PRESENTER:
Otis Williams, Chief Financial Officer

	Fiscal Impact
Amount requested:	$550,000.00
Approved in current budget (Yes / No):	No
Expenditure (New / Amended):	Amended
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	General CIP Fund

Attachments:

1. Comp Plan Ordinance and Exhibit A Amending FY26

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ORDINANCE NO. 25-061-00 ADOPTING THE ANNUAL BUDGET OF THE CITY OF LEANDER, TEXAS FOR FISCAL YEAR 2025.

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the Mayor and City Council; and

WHEREAS, the City Council approved and adopted the FY 2026 budget; and

WHEREAS, the City Council desires to amend the budget to account for changes that were unanticipated prior to adoption of the budget.

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. Budget Amendment. The FY 2026 Budget is hereby amended as shown in Exhibit A.

SECTION 3. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Texas Government Code.*

PASSED AND **APPROVED** on this 18 day of December, 2025.

ATTEST: **CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary Na'Cole Thompson, Mayor Pro Tem

EXHIBIT A

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT FY 2026 CHANGE	TOTAL
40 - GENERAL CIP	Development Services	Comprehensive Plan and Transportation Master Plan		
REVENUES				
40-00-3100	Development Services	General CIP Fund Balance	550,000	
		Total Revenues		550,000
EXPENDITURES				
40-04-5600	Development Services	Comprehensive Plan Update	550,000	
		Total Expenditures		550,000

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Approval of an agreement with Kendig Keast Collaborative in the amount of $524,804.00 for the community planning services for the development of updates to the City of Leander Comprehensive Plan and Transportation Plan; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
Earlier this year, the City issued a Request for Qualifications (RFQ S25-001) seeking professional planning services to assist with the development of a new Comprehensive Plan and Transportation Master Plan. Following a competitive solicitation process, responses were evaluated by the selection committee using weighted criteria, including firm and project team qualifications, demonstrated understanding of community needs, methodology, timeline, and references.

After a thorough review and scoring of the initial responses, staff invited the three (3) highest scoring firms for interviews and recommended the selection of Kendig Keast Collaborative (Kendig). City Council awarded the proposal to Kendig on September 18, 2025, subject to successful negotiations of a planning consulting services agreement. This agreement reflects the culmination of the City's negotiation efforts with Kendig.

Per this agreement, Kendig, along with its team members, will assist the City in planning for its next growth phase, addressing the expansion of infrastructure to meet projected demands and establishing strategies to guide the City to achieve its officially adopted goals and objectives. The planning effort will evaluate and provide recommendations on issues like livability, economic opportunity, mobility, recreation, employment, managed growth, and housing balance. The planning process will implement proactive and open community engagement techniques designed to encourage robust public dialogue through numerous community meetings, interviews, and surveys. Efforts will be made to collect meaningful input from residents, the business community, community groups, and other key stakeholders to ensure the revised plan helps define a shared vision for the future as well as actionable, well-defined, and attainable efforts.

This planning effort is expected to be completed within 14 months after issuing the notice to proceed.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval of the agreement with Kendig Keast Collaborative in the amount of $524,804.00.

PRESENTER:
Robin Griffin, Executive Director of Development Services
Victor Castillo. Purchasing Manager

Fiscal Impact

Amount requested:	$524,804.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	Capital Projects

Attachments:

1. Leander Service Agreement with Kendig Keast Collaborative

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

SERVICE AGREEMENT

THIS SERVICE AGREEMENT, entered into this _____ day of _____, 2025 for Community Planning Consulting Services (this "**Agreement**") is made and entered into by and between the City of Leander, Texas, a Texas home rule municipal corporation ("the **City**") and Kendig Keast Collaborative, Inc., an Illinois corporation ("**Consultant**"), a community planning consulting firm whose offices are located at 77 Sugar Creek Center Blvd., Suite 600, Sugar Land, TX 77478 (collectively, "the Parties").

WITNESSETH:

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

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

1. Scope of Services. Consultant shall undertake and complete the following services as more specifically described in the document attached hereto and incorporated herein by reference as **Exhibit A** (the "Services"): Develop both a Comprehensive Plan and a Transportation Plan for the City of Leander. The Services shall be performed with the same degree of skill, care, and diligence ordinarily provided by a competent planner practicing in the same or similar locality and under the same or similar circumstances, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional planner.

2. Commencement and Completion of Services. Consultant shall begin Services immediately upon receipt of a fully executed copy of this Agreement. Consultant shall complete the Services by an established schedule agreed upon by the City and Consultant.

3. Term. This Agreement shall be for a term ("the Initial Term") beginning on the Effective Date entered below and ending on the date all of the Services are completed and accepted as complete by the City and the Compensation has been fully paid.

4. Compensation. In consideration for the Services performed by Consultant, the City agrees to pay Consultant in the amounts and manner indicated on the document attached hereto and incorporated herein as **Exhibit B**, provided that the total amount for services under this Agreement shall not exceed Five Hundred Twenty-Four Thousand Eight Hundred Four Dollars and Zero Cents ($524,804.00). The City shall pay properly invoiced amounts for Services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice. All payments to be made by the City hereunder are subject to Chapter 2251 of the Texas Government Code, as amended (the Prompt Payment Act).

5. Confidentiality and Ownership of Documents.

a. Consultant shall keep confidential information and documents provided by the City and shall not release them without the written consent of the City.

b. Upon completion of Services and payment of the Compensation owed or termination of the Agreement for cause or convenience pursuant to Section 9, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Consultant. In such event, Consultant shall deliver all work product and deliverables prepared under this Agreement, whether complete or not, to the City in a form acceptable to the City. The work product and deliverables shall be delivered to the City upon the earlier to occur of thirty days' notice from the City or the date of termination of the Agreement. This section shall survive termination of the Agreement, and the City may enforce this provision through specific performance.

6. Insurance. Consultant shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars ($1,000,000.00) and additional coverage sufficient to cover the Services being provided under this Agreement, including but not limited to professional liability insurance and copyright and trademark infringement coverage. Consultant 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 Consultant's employees carrying out the work involved in this Agreement. Consultant shall provide the City with written notice of any coverage limit change on the insurance. Consultant shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy. In the case of any work sublet, the Consultant shall require subcontractor and independent contractors working under the direction of either the Consultant or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Consultant.

7. INDEMNIFICATION. CONSULTANT SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONSULTANT OR ITS AGENTS OR SUBCONTRACTORS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONSULTANT OR ITS AGENTS OR SUBCONTRACTORS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONSULTANT OR ITS AGENTS OR SUBCONTRACTORS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONSULTANT TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, (V) THE BREACH OF THIS AGREEMENT BY CONSULTANT, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY, OR (VI) A CLAIM MADE OR ACTION BROUGHT AGAINST THE CITY ALLEGING THE INFRINGEMENT OR

MISAPPROPRIATION OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

9. Termination.

a. This Agreement may be terminated:

(1) By the mutual agreement and consent of both Consultant and City;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;

(3) By the City, immediately upon notice in writing to the Consultant, as consequence of the failure of Consultant to perform the Services contemplated by this Agreement in a timely or satisfactory manner; and

(4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Consultant.

b. If the City terminates this Agreement pursuant to Section 9.a.2) or 3), above, the Consultant shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those Services that have been timely and adequately performed by the Consultant considering the actual costs incurred by the Consultant in performing Services to date of termination, the value of the Services that are nonetheless usable to the City, the cost to the City of employing another Consultant to complete the Services required and the time required to do so, and other factors that affect the value to the City of the Services performed at time of termination. In the event of termination that is not the fault of the Consultant, the Consultant shall be compensated for the Services actually performed prior to termination, together with any reimbursable expenses then due.

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

11. Independent Contractor. Consultant acknowledges that Consultant is an independent contractor of the City and is not an employee, agent, official or representative of the City. Consultant shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Consultant shall be fully responsible for hiring, supervising, and paying its employees, subcontractors, and suppliers, including but not limited to meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Consultant hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements. The approval or acquiescence of the City in the subletting of any work shall not relieve the Consultant of any responsibility for work done by such subcontractor. Consultant shall be responsible to the City for the performance of all such subcontractors. Consultant shall require any and all such subcontractors to sign agreements with Consultant that bind the subcontractors to perform subcontracts in accordance with this Agreement.

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

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

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

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

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

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

In case of Consultant, to:
Kendig Keast Collaborative, Inc.
Gary Mitchell
President
77 Sugar Creek Center Blvd., Suite 600
Sugar Land, TX 77478

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

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

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

19. Statutory Verifications.

a. 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 Consultant represents that neither the Consultant 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.

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

c. The Consultant 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).

d. The Consultant 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.

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

CONSULTANT:

By: _____
Gary Mitchell,
President
Kendig Keast Collaborative, Inc., an Illinois corporation

THE CITY OF LEANDER, TEXAS
By: _____
Name: Todd Parton
Title: City Manager

ATTEST:
By: _____
Name: Dara Crabtree
City Secretary

EXHIBIT LIST:
EXHIBIT “A” – SCOPE OF SERVICES
EXHIBIT “B” – MILESTONES AND SCHEDULE OF PAYMENTS

EXHIBIT A

SCOPE OF WORK

The Service Agreement with the **City of Leander**, the Kendig Keast Collaborative (KKC) consultant team will provide professional urban and transportation planning services to prepare an updated **Comprehensive Plan** and an updated **Transportation Master Plan (TMP)** for guiding the long-range development, redevelopment and enhancement of the city. KKC will be assisted in this effort by subconsultants **Lochner** and **CD&P** (hereafter encompassed by references to "KKC" unless specified otherwise). Lochner will lead the municipal infrastructure and transportation aspects of the planning effort while CD&P will spearhead the leadership and community engagement activities for both plans.

The multi-plan effort will focus on the current city limits and the City's statutory extraterritorial jurisdiction (ETJ). As stated in the City's Request for Qualifications (RFQ) for this effort, "The intent … is to help improve livability, economics, mobility, recreation, employment, affordable housing, and education options in the city." The RFQ provided additional context that: "The city has been faced with challenges regarding exponential growth, water, infrastructure, affordable housing, and a need to encourage commercial development focused on primary employers."

KKC's project involvement and facilitation will be carried out according to this Scope of Services and contingent upon the Client Support items below to make the best use of the available consultant fee. The City's Project Manager will manage the overall process and direct KKC in performing the project services. KKC will build upon and coordinate with other recent and concurrent City planning efforts and studies to complete these tasks, including the City's recently-initiated branding initiative. KKC will also coordinate with other agencies and entities, as appropriate, in conjunction with the City.

As indicated below under Project/Client Coordination, KKC will coordinate with the City to establish a detailed and feasible project schedule for the execution and completion of this Scope of Services. The intent is to work toward official consideration of final proposed versions of the Comprehensive Plan and TMP within **14 months** from the date KKC receives Notice to Proceed from the City. KKC will coordinate with City officials and staff to meet this timeline. This will require steady progress on the tasks in this Scope of Services; timely receipt of necessary data and information and other input; and prompt review and feedback on KKC's interim and final work products. It is also noted that the extent, scheduling and completion of public hearings and final plan adoption are a client prerogative and not under KKC's control.

Additional or Continuing Services

During the course of or at the conclusion of the project, the City may deem it necessary to schedule more meetings, request further background or issues research, or otherwise engage consultant personnel in additional work efforts not anticipated at project initiation and through the Scope of Services currently outlined. Any such additional services shall be specifically authorized by the City and documented through a written amendment to the Scope of Services and approval of a corresponding increase in the compensation amount — and, if necessary, the time of performance — of the original professional services agreement.

CLIENT SUPPORT

The **City of Leander** will provide administrative and technical support services to assist KKC in performing the Scope of Services including:

- Identifying a single individual as the City's Project Manager, who will serve as the primary point of contact and source of day-to-day work program direction for this collaborative planning effort involving City and consultant personnel, resources and capabilities.
- Providing to KKC all data, maps, aerial imagery, previous reports/plans/studies and other information that is available to the City in digital or printed format and is pertinent and necessary for development of the plan documents. The City will reproduce all hard-copy materials, to the extent feasible, such that they will not require return upon project completion. PDFs or other electronic files are preferred whenever available.
- Immediately upon project initiation, providing KKC a detailed list of spatial data and mapping that the City can make available for the project, including data sets and layers/GIS coverages already developed/maintained by the City for its entire planning area or readily available to the City from other sources. (KKC can also accept AutoCAD layers, as useful and appropriate, although GIS is preferred.)
- Ensuring that key City personnel, board/commission members and elected officials will participate as needed in the planning process and be available upon request, through arrangements made by the City's Project Manager, to provide information and referrals and offer opinions, insights and suggestions that are necessary for the project. This will include potential formal or informal meetings and briefings with local officials as specified in this Scope of Services.
- Making initial contacts with other agencies and organizations to facilitate data collection and coordination, to arrange meetings as needed, and make these entities aware of the planning process.
- Distributing draft plan content to Steering Committee members, key City staff members and other project participants as appropriate. An item should be added to City Council and Planning & Zoning Commission agendas throughout the duration of the project, at appropriate milestone points, so City staff can provide status reports (using monthly summaries from KKC) and allow for ongoing discussion opportunities and overall direction of the planning process by elected and advisory officials.
- Committing the necessary resources to adequately prepare for and promote attendance at, and media coverage of any significant community outreach events. The City might consider inviting other key community organizations to co-sponsor or "co-host" such events and provide further logistical support. The City's responsibilities will include:

  (a) Securing a meeting location with adequate setup for large gatherings and presentations (sound system, screen or white wall, reduced lighting, extension cord and power strip for multiple three-prong plugs for laptop, projector, etc.).

  (b) Providing public and news media notification, using content provided and/or materials prepared by CD&P;

  (c) Providing refreshments as appropriate; and

(d) Inviting elected and advisory officials and representatives of other key agencies and community organizations to attend public meetings related to the planning process.

- Providing such public notice of meetings and hearings as is required by law or deemed desirable by the City.
- Providing KKC updates or written summaries, as available, from any project-related meetings they do not attend, and copies of any handouts/materials.

PROJECT / CLIENT COORDINATION

KKC will complete project management activities in coordination with the City's Project Manager to ensure schedule adherence, cost control and quality assurance. These activities will include:

- Monthly submittal of written **progress reports** in conjunction with each monthly invoice. These reports will describe the project status, document significant work accomplished and activities scheduled for the next progress report period, and note any difficulties encountered and steps taken to address them. KKC will include a monthly highlights summary that City staff can use for updates to City Council and City management.
- Preparation and maintenance throughout the project of a **detailed project schedule**, including due dates for all deliverables, anticipated meeting dates, plus specified review/comment timeframes to ensure adequate time for client review/approval of deliverables. The schedule will be set during the Project Startup phase below.
- Frequent **communication and coordination with the City's Project Manager** by email, phone, online conferencing and written correspondence, including monthly **project status meetings** conducted virtually between key City project staff and KKC consultant team members to monitor progress, discuss draft work products to that point and coordinate on upcoming project activities and logistics.

PROJECT STARTUP

Project Kick-Off Meeting

Following receipt of written Notice to Proceed from the City, key members of the KKC consultant team will complete a project kick-off meeting with City staff to recap the Scope of Services, flesh out a detailed schedule, coordinate on data/information needs, confirm Quality Assurance/Quality Control (QA/QC) practices, and cover other project logistics. This meeting will likely involve a mix of in-person and virtual attendance across the KKC consultant team depending on its scheduling. Then, on each scheduled visit to the area, KKC consultant team members will meet with City staff as needed for project planning discussions and/or in-depth work sessions on particular planning topics.

Compilation of Information Resources

KKC will coordinate with City staff to identify and acquire available data, mapping and other information resources for the planning effort, from local and other sources. KKC will provide City staff a checklist of typical resource items for community and transportation planning efforts, including other recent and/or concurrent plans and studies, and any other policy processes or documents that aid community decision-making. KKC will then coordinate with staff to determine which items will be available for the project. KKC will also request guidance on City GIS/mapping

protocols and standards (e.g., for symbology, etc.) to ensure that all maps prepared for the plans are consistent and compatible with City specifications. KKC will also coordinate with City staff to identify key project contacts and relevant agencies and entities.

Coordination of Leadership and Community Engagement Strategy

CD&P (supported by KKC and Lochner) will coordinate with the City's Project Manager to plan and facilitate a sequence of outreach activities to engage the community's public and private leadership, along with residents, business representatives, property owners, homeowner/neighborhood associations, local organizations, partner agencies and transportation providers, and others interested in defining a longer-term vision and setting strategic priorities for the community's future. These efforts in support of both plans will build on other recent and ongoing engagement activities by the City and the entire suite of methods and tools the City already uses, along with techniques and ideas the KKC consultant team will bring. Pertinent guidance from the City's RFQ included:

- "It is expected that the process will stimulate public review and discussion on issues and alternatives through public meetings, interviews and surveys.
- The City is seeking significant and meaningful input from the community, regional partner organizations, developers, and neighboring communities.
- The Team shall schedule, promote and host stakeholder meetings with elected officials, appointed officials, staff and citizens to garner community perspective and obtain input into Leander's unique needs.
- Facilitation aids shall foster public outreach and citizen participation and shall include but not be limited to meetings, mailings, surveys, websites, and social media."

A core objective is to provide those interested a variety of convenient options – in terms of timing during the week, day and evening start times, and different locations, plus online and other potential virtual opportunities – for participating and contributing their hopes, concerns and priorities in a meaningful way, with a "no idea or question is wrong" philosophy. All engagement efforts will be designed to yield input useful for both plans encompassed by this work program. The engagement strategy will also incorporate mechanisms for tracking participation and effectiveness, and for pinpointing when and where more targeted efforts are needed to reach demographics and/or geographic areas that are underrepresented or difficult to reach. This will include asking community members for their feedback on outreach efforts and suggestions for how to better reach them. CD&P will redirect resources and adjust messaging as needed.

Early project discussions with City staff will lead to a Communication and Engagement Plan for review and finalization, and emphasizing inclusive outreach to ensure the Comprehensive and Transportation Master Plans incorporate local needs and values. Certain core activities are already itemized within each phase of this Scope of Services, under the heading Engagement Activities. All engagement activities will be linked to the planned number and sequence of trips that KKC consultant team personnel will make to Leander.

PROJECT STARTUP Deliverables

- Advance **materials for project kick-off meeting**, including agenda, related handouts (data needs checklist, QA/QC practices, etc.) and a working **project timeline** to be maintained and mutually adjusted, as necessary, over the course of the project in coordination with the City's Project Manager (e.g., as scheduling conflicts with other City meetings/events are realized,

when key meetings are rescheduled to enable attendance by key City officials, if and when weather or other factors cause meeting/event postponements, etc.).

- One draft and one final version of a project **Communication and Engagement Plan**, stating overall outreach objectives and itemizing all planned activities and their timing within the five work phases, all those involved in preparing for and leading activities, related logistics, and effectiveness measures – all subject to evaluation and adjustments along the way.
- **Project website**, to be hosted by the City and used as a place to share information about the project, collect feedback and host materials. All content will be reviewed and approved by the City's Project Manager prior to posting. Updates to content and graphics will be made at major milestones and completed in collaboration with the City's Project Manager and web services team (up to 1 website and 5 updates).
- A consistent **design theme, logo and tagline for the two new plan documents**, developed in coordination with City staff and consistent with the City's upcoming new branding, for use throughout the project, including on all materials and presentations and when preparing the plan documents in Adobe InDesign.

PHASE 1 – LEANDER TODAY

KKC and Lochner will compile and assess a base of information on the existing conditions and outlook for Leander, focusing especially on key influences that will shape the community's future. This will provide background and assumptions to support needs assessment and formulation of action recommendations throughout the planning process. Through its own background study plus discussions with local officials, staff, residents and other stakeholders, KKC and Lochner will:

- Review the City's recent and past planning documents, other relevant studies and its land development regulations, including for potential areas of divergence, and to ensure later linking across all local plans.
    - For the TMP (led by Lochner), this will include policies and other data to learn about existing transportation issues and opportunities, paying special attention to the City's last Comprehensive Plan and Old Town Master Plan along with various local and regional transportation-related studies and plans identified by City staff. Lochner will incorporate results from City staff leading the review of local/regional plans and studies and highlighting relevant projects to consider.
- Incorporate results from a City staff summary recap of action items in the 2020 Comprehensive Plan and previous transportation and other plans that were successfully accomplished, remain to be completed, or are not likely to be pursued due to changed priorities, resource limitations or other factors.
    - For the TMP, categorize past recommendations into projects, programs and policies.
- Incorporate results from a City staff summary description of relevant regional trends, plans and projects that will influence the city over the planning horizon.
- Itemize key opportunities, challenges and changing realities facing the area (including planning considerations and issues itemized in RFQ Part III, Sections 4-Planning Vision and 5-Issues Facing Leander), using local and other readily available indicator data to provide further context.

- Complete topic-specific background study and mapping relevant to both the Comprehensive and Transportation Master Plans to provide an up-to-date overview of the area's physical context, historical and recent development, and existing transportation network (e.g., natural, historical and cultural resources; land use and redevelopment plus related economic and real estate market factors; housing supply and neighborhood conditions, including confirming or establishing neighborhood delineations; public infrastructure, facilities and services; economy, tax base, and job and wealth-building opportunities; park, trail, recreation and open space assets; and environmental and hazards considerations).
    - Specifically related to park, trail, recreation and open space assets, KKC will incorporate any updated data and mapping completed by City staff since the 2019 Parks, Recreation, and Public Spaces Comprehensive Plan (e.g., updated park inventory detail and mapping, accomplishments since 2019 plan, programmed improvements, etc.).
    - Specifically for the TMP, develop a base map in ArcGIS to collect and map relevant data, including existing roadway network, economic/development activity, vehicle and pedestrian crash locations and safety hotspots, schools, parks, trail system (including for gap analysis), area bike network and bicycle utilization, sidewalk system coverage, and existing and planned transit services.
- Evaluate community growth trends and associated management efforts, tools applied and resulting outcomes, along with the extent of public services currently provided in established and newly-developing areas.
- Assess development policies and regulations, public service capacities, and other physical and fiscal factors that influence community form and character and provide opportunities for or constraints to development and redevelopment.
- Complete field reconnaissance to:
    - Observe on-the-ground outcomes from previous plan implementation activities and application of development regulations, including land use compatibility, development quality, redevelopment/infill successes and challenges, and community aesthetics and image;
    - Develop a photographic inventory for use in the plan documents, in presentations, etc.; and
    - Identify areas that may need or be conducive for a special area planning focus within the overall comprehensive planning effort (e.g., key corridors, unique neighborhoods or districts, potential new amenity areas, etc.).

TMP Focus: Travel Demand Modeling and Safety Analysis

Travel Demand Modeling

Lochner will obtain the Base Year and Future Year travel demand model from the Capital Area MPO (CAMPO) and run the default scenarios to define the baseline measure. Interpolation between the Base and Future Years will be used to determine Current Year conditions.

Lochner will then adjust the model as necessary to ensure that Arterial and Collector streets in the City of Leander are appropriately included in the model. Recent roadway projects as

provided by the City will be reviewed to ensure their inclusion in the model. These adjustments will be documented in detail.

Lochner will then export GIS files with existing and forecasted traffic volumes and capacities to inform the development of TMP thoroughfare plan initial recommendations for the Future Leander phase. Deliverables will include traffic volume outputs and a table of population and employment assumptions input into the model by Transportation Analysis Zone (TAZ). All GIS files created will be packaged and sent to the City as a deliverable.

Travel Demand Model Validation

Lochner will complete data collection involving traffic counts and speed/travel time data for model validation. Lochner will compare model volumes to existing traffic volume and speed data, if available, to validate the model volume outputs. Steps will include:

- Identify Key Locations: In coordination with City staff, identify roadway segments and intersections for traffic volume data collection, including both major arterials and collectors.
- Obtain Data: Gather available permanent counter data, historical counts and travel time runs from TxDOT, CAMPO, Streetlight and the City for model validation.

Safety Analysis

Lochner will review available crash data provided by the City and from the Texas Department of Transportation (TxDOT) Crash Records Information System (CRIS) database to conduct a citywide crash analysis, identifying crash hotspot areas. Lochner will examine the top causes of crashes at these high-crash locations, which will be displayed on 2-3 maps and 2-3 charts. This will lead to related action recommendations in the Future Leander phase.

PHASE 1 Engagement Activities

CD&P, in conjunction with KKC and Lochner, will carry out Phase 1 elements of the Communication and Engagement Plan developed with City staff during the Project Startup phase, including the activities itemized below. KKC consultant team personnel will make **two trips to Leander during Phase 1** to facilitate input for the Comprehensive and Transportation Master Plans. All engagement activities during the Leander Today phase will include discussions and exercises that will enable KKC to either validate or consider any potential adjustments to the current City Council-approved Leander vision statement that might be appropriate and timely based on community input to this planning process, along with drafting associated guiding principles that elaborate on future aspirations for community enhancement. The vision and principles will be further refined, if necessary, based on feedback from City officials during the Plan Direction and Assumptions phase and then will guide the remainder of the planning process during the Future Leander and Plan Implementation phases.

1. Facilitate an initial, informal **Issues and Needs Workshop** involving the City Council and the Planning & Zoning Commission, with others invited, as appropriate (including the project Steering Committee if formed by this time). The workshop purpose is partly orientation to the planning process, but especially to obtain early leadership input and set direction and priorities for the effort.
2. Plan, coordinate and facilitate **up to two meetings with the project Steering Committee** (number to be determined through the project Communication and Engagement Plan) to

discuss and obtain input on key plan topics and draft Leander Today content before it is officially presented to City leadership and the community.

3. A series of **meetings with partner transportation agencies** (TxDOT, CAMPO, CapMetro, Williamson County, Travis County, City of Cedar Park, City of Liberty Hill and City of Georgetown).
4. Meet regularly during all project phases with an **internal City Staff advisory committee** comprised of representatives from pertinent City departments and functions, during project trips or virtually when needed.

PHASE 1 Deliverables

- **Outreach materials and content** (e.g., fact sheet, handout, website content or other collateral) developed for this phase as identified in the Communication and Engagement Plan.
- **Advance materials, pre-meeting logistics and post-meeting reporting** for the first joint workshop of City Council and Planning & Zoning Commission and the Steering Committee meetings.
- The **Leander Today Report**, which will highlight key comprehensive and transportation planning considerations emerging from KKC and Lochner's initial background studies and leadership and community engagement activities. The report will include approximately 30 pages of final summary content (plus supplemental appendix detail, as appropriate), and will incorporate maps, graphics and other visual elements that help to illustrate findings while streamlining the extent of body text for a broadly accessible public document. The intent is to avoid duplication of comprehensive data profiles already available for the city and focus on highlighting specific indicators that tell a story about key planning issues facing the community, put such issues in context, and/or apply actual data and facts to correct any misperceptions. The report is ultimately included in the final Comprehensive Plan document as a supplement to the future-oriented portion of the plan, and in this case, in support of the TMP as well.
    - Findings from the TMP Safety Analysis as a subsection within the Leander Today Report, with details in an appendix, as appropriate.
- Brief **Travel Demand Modeling memo** summarizing key takeaways for the TMP, and all model outputs.

PHASE 2 – PLAN DIRECTION AND ASSUMPTIONS

Through this transition phase, KKC and Lochner will highlight their findings about Leander Today to set the stage for Phase 3, Future Leander, and their continuing work on the Comprehensive and Transportation Master Plans. Phase 2 serves as a pivot point between the Leander Today and Future Leander phases, during which the KKC consultant team confirms leadership buy-in and support for the proposed focus areas and structure of the new plans. This phase also provides a built-in opportunity to incorporate new or different emphases based on early engagement and data/reconnaissance results from the Today phase. The KKC consultant team will balance this with the areas of focus originally itemized in RFQ Part III, Sections 7 and 8. Key steps include:

- Itemizing a core set of assumptions on which the Comprehensive Plan and TMP will be based (e.g., population expectations, projected traffic volumes, projected public service capacities, etc.).
- Stating community needs – ongoing, evolving and new – and highlighting key opportunities and challenges Leander will face in the years ahead, which the plans must address, including a summary of related input.
- Either reinforcing or offering potential adjustments to the current City Council-approved Leander vision statement, and establishing a series of guiding principles for the plans that will be refined through the Future Leander phase and frame the rest of the planning process.

PHASE 2 Engagement Activities

CD&P, in conjunction with KKC and Lochner, will carry out Phase 2 elements of the Communication and Engagement Plan developed with City staff during the Project Startup phase, including the activities itemized below. KKC consultant team personnel will make **one trip to Leander during Phase 2**.

1. Provide an overview of the Leander Today Report and confirm consensus on the direction and priorities for the Future Leander phase through a **second workshop** involving the City Council and the Planning & Zoning Commission, with others invited, as appropriate (including the project Steering Committee).

PHASE 2 Deliverables

- Updated **outreach materials and content** (e.g., fact sheet, handout, website content or other collateral) developed for this phase as identified in the Communication and Engagement Plan.
- **Advance materials, pre-meeting logistics and post-meeting reporting** for the second joint workshop of City Council and Planning & Zoning Commission.
- **Plan Direction and Assumptions presentation**, which compiles the assumptions, key opportunities and challenges, and preliminary community vision and guiding principles resulting from all project work to date, and provides a working outline of the future-focused portion of the Comprehensive Plan and of the TMP to guide work efforts during the Future Leander phase.

PHASE 3 – FUTURE LEANDER

In this phase, KKC and Lochner will prepare and compile the future-focused portion of the draft Comprehensive Plan and recommendations for the TMP based on the plan outlines finalized at the end of Phase 2, plus further interaction with City officials, staff, residents and other stakeholders. The Future Leander portion will focus on key planning issues and considerations, associated community goals and data-driven objectives, and a series of specific action items. The plan content will evolve through iterative steps, including:

- Assessing the near-term and longer-range development and redevelopment outlook and context for Leander.

- Identifying areas available, most suitable and preferred for remaining development and targeted reinvestment, taking into account potential constraints such as floodplains and other physical and environmental factors, existing land use and property ownership patterns, the transportation network, and infrastructure, public safety and other service capacities and availability.

This phase is also when KKC "connects the dots" across Comprehensive Plan elements to frame policies and clarify strategies for:

- Overcoming any identified barriers to local housing development, variety and attainability at all levels, maintaining the integrity of existing neighborhoods, and ensuring quality, safe and sustainable design of new development and infill.
- Strengthening the city's economic base and tax base, and its "quality of place" appeal, through strategic economic development activities and best practices that lead to greater economic resilience.
- Maintaining adequate capacity in area water, wastewater and storm drainage systems based on projected growth and potential redevelopment activity – aligned with the City's capital improvements planning – and pursuing opportunities to incorporate Low Impact Development (LID) and green infrastructure design practices to boost local sustainability, resilience and readiness for climate-related effects.
- Enhancing park, trail and recreation sites, promoting connectivity and healthy lifestyles for residents, and considering all forms of amenities, education assets and leisure/cultural activities that contribute to community livability and appeal, building on the 2019 Parks, Recreation, and Public Spaces Comprehensive Plan and implementation efforts since. [KKC will reflect the direction and priorities of the 2019 plan in the new Comprehensive Plan, supplemented by potential new planning considerations and actions based on the community and leadership discussions for the Comprehensive Plan and TMP. KKC will also incorporate a summary overview of Leander education assets prepared by City staff.]
- Capitalizing on place-making, urban design and image/appearance opportunities in terms of development quality along high-profile roadways and at "gateway" locations, beautification within public areas, and preservation of valued natural/cultural/historical amenities – all synced with community branding efforts.
- Exploring alternative scenarios to arrive at a refreshed and character-focused Future Land Use Map that visually depicts the area's general development pattern, along with targeted redevelopment locations and asset preservation intent for the years ahead, thereby providing essential public policy support for development regulations and other growth guidance tools and activities.

TMP Focus: Draft Thoroughfare Plan and Recommendations

Thoroughfare Plan

Lochner will develop a draft update to the Leander Thoroughfare Map (effective August 05, 2022) based on City priorities, growth trends, technical data, Phase 3 model outputs, and stakeholder and community input. Lochner will also provide, in a table format, its recommendations regarding right-of-way, lanes and active transportation facilities for each proposed new or adjusted roadway alignment. The table will also include any recommended Functional Classification changes based on the results of a Future Condition Functional Classification analysis. Deliverables will include

an updated Functional Classification map and table of Leander's roadway network following the application of recommendations. Related steps will include:

- Meeting again with state and regional partner agencies and neighboring jurisdictions to discuss connectivity priorities and recommendations for key roadways in the city limits and ETJ.
- Coordinating with future land use planning to ensure the Thoroughfare Plan map also reflects the City's priority areas for residential, commercial, industrial and mixed-use development, and for assigning appropriate thoroughfare types to existing and proposed roadways based on the current or projected future land use context.
- Coordinating with City staff to discuss immediately planned developments such as approved/planned projects, pending plats, pending zoning cases, and concept plans or other preliminary development proposals.

Future Condition Travel Demand Modeling

Lochner will perform up to two Future Year model runs based on future roadway network scenarios as determined in coordination with the City. These model runs will include future socioeconomic data as determined in coordination with KKC and the City.

The future scenarios may include, but are not limited to:

- Planned network buildout (based on adopted Thoroughfare Plan).
- Alternative network configurations (e.g., new route alignments or cross-section options).

Deliverables will include traffic volume outputs and up to six key performance indicators that may include daily Vehicle Miles Traveled (VMT), daily Vehicle Hours Traveled (VHT), average daily speed, daily delay, and average daily trip length, or other indicators that can be found via TransCAD analysis as requested by the City. Results will be summarized in brief write-up, maps, tables and graphics comparing future scenarios.

Future Condition Network Metrics

Lochner will evaluate network metrics for each scenario using ArcGIS Pro software, and using the TxDOT Roadways public GIS layer or another GIS layer provided by the City to form the basis of calculation. This roadway network will consist of all streets, including local streets. Lochner will calculate:

- Intersection density, citywide and within certain geographic areas as specified by the City.
- Average block lengths, citywide and along major roads.
- Link-to-node ratio, citywide and within certain geographic areas as specified by the City.

Deliverables will include an updated Functional Classification map and table of Leander's roadway network following the application of recommendations.

Intersection Improvements

Based on planning-level data and findings from Phases 1 and 2, Lochner will identify intersections that could be further studied in future projects. These intersections will be represented as points on a map. A process and policy for prioritizing future intersection improvements will also be provided.

Safety

Based on the Safety Analysis completed during the Leander Today phase, Lochner will identify crash emphasis areas and high-risk roadway segments and intersections in need of improvement.

Multiuse Paths and Trails

In conjunction with thoroughfare plan analysis workshops, Lochner will consider opportunities for multiuse path alignments alongside roadways. These recommendations will incorporate active transportation recommendations from the City's 2019 Parks, Recreation, and Public Spaces Comprehensive Plan into the Thoroughfare Plan and identify new multiuse path and trail alignment recommendations to fill off-system trail and multimodal gaps. Related steps will include:

- Performing a high-level prioritization of recommendations based on value to Leander's multimodal transportation network and feasibility based on known constraints.
- Creating a GIS layer of the preliminary recommended multiuse path and trail improvements, then overlaying it on the draft Thoroughfare Plan map to help identify right-of-way needs.
- Preparing a map and table identifying multiuse path, trail and access-to-transit improvements.

PHASE 3 Engagement Activities

CD&P, in conjunction with KKC and Lochner, will carry out Phase 3 elements of the Communication and Engagement Plan developed with City staff during the Project Startup phase, including the activities itemized below. KKC consultant team personnel will make **up to three trips to Leander during Phase 3**.

1. Plan, coordinate and facilitate **up to three meetings with the project Steering Committee** (number to be determined through the project Communication and Engagement Plan) to present and discuss draft materials for the Future Leander portion of the planning effort, along with refining the Future Land Use map and Thoroughfare Plan map.
2. Develop and administer a **survey**, with up to 10 questions not including demographic information, to collect input on action priorities and preferences for the Comprehensive and Transportation Master Plans. The survey will be available online and in print and administered through pop-ups, online and in partnership with the Steering Committee as addressed in the Communication and Engagement Plan

PHASE 3 Deliverables

- Updated **outreach materials and content** (e.g., fact sheet, handout, website content or other collateral) developed for this phase as identified in the Communication and Engagement Plan.
- One draft and one final version of **survey content**.
- **Advance materials, pre-meeting logistics and post-meeting reporting** for the Steering Committee meetings.
- **Draft Future Leander portion of the Comprehensive Plan**, including the new Future Land Use map and supporting narrative and rationale, as developed incrementally through ongoing Steering Committee and City staff interaction. Given the concurrent TMP update, the

Comprehensive Plan will reference the new TMP rather than include a Transportation element, but will highlight transportation considerations in other elements of the Comprehensive Plan.

- **Draft TMP content** also developed incrementally during this phase**:**

  Thoroughfare Plan

  - Draft Thoroughfare Plan Alignment Map.
  - Draft Thoroughfare Plan Classifications Map and table.
  - Maps and materials needed for interjurisdictional coordination.

  Future Condition Travel Demand Modeling

  - Traffic volume outputs.
  - Key performance indicators (up to six).
  - Brief summary write-up comparing future scenarios, using maps, tables and graphics.

  Intersection Improvements

  - Crash heat map of all intersection-related crashes (further revised, as needed, after the version prepared for the Leander Today Report).
  - Maps of intersections proposed for further study.
  - Countermeasure toolkit for City staff to use for narrowing down the intersection study focus.

  Safety

  - Recommendations from the TMP Safety Analysis initiated in the Leander Today phase.

  Multiuse Paths and Trails

  - Maps for: Trail System Gap Analysis, Pedestrian Crashes and Regional Bike Network Priorities (further revised, as needed, after the versions prepared for the Leander Today Report).
  - Draft Bike Network, Trail and Multiuse Path Recommendations Map.

PHASE 4 – PLAN IMPLEMENTATION

Informed by the Future Leander phase, KKC will coordinate with City staff to identify Comprehensive Plan action items that are near-term and strategic in nature so they may be addressed in more detail during this phase (What, Where, When, How, Who). Along with identifying funding methods and options and citing best practices, other steps will include:

- Compiling a Comprehensive Plan Action Agenda that links key actions to associated guiding principles, goals and objectives within the plan.
- Clarifying the respective implementation roles of elected officials, boards/commissions and staff – especially an identified staff lead to coordinate all post-adoption efforts – with lead departments or others identified for each plan action.

- Highlighting opportunities to coordinate implementation efforts – and next rounds of more targeted planning – with other key agencies and entities, with other jurisdictions as appropriate, and with private and non-profit partners.
- Reinforcing essential procedures for monitoring implementation efforts and reporting progress on key action priorities annually or more frequently, using specific metrics, benchmarks and measures of success where feasible, and for completing future plan reviews and updates at appropriate milestones.

TMP Focus: Revise and Finalize Recommendations

TMP Implementation Plan

Lochner will support development of a Capital Improvement Plan (CIP) of projects recommended in the TMP with planning-level cost estimates and a high-level prioritization tier (immediate action items, as well as short-, mid- and long-term improvements). The Implementation Plan will also include any policy- or program-related strategies identified during the TMP effort to support implementation of the plan, such as a checklist for City staff to use when evaluating future TMP amendments. Implementation recommendations will be presented in a table with descriptions, cost estimates and prioritization tiers.

Lochner will also work with the City to identify potential funding sources for future transportation projects, such as TxDOT programs, the CAMPO Transportation Improvement Program (TIP), etc.

Cross Sections

Lochner will review and make recommendations regarding potential changes to the current thoroughfare cross-section design criteria based on how specific thoroughfares currently function and considering City priorities, technical data, and stakeholder and community input. Lochner will review the current right-of-way dimensions in terms of lane widths, shoulders, sidewalks, medians, bike lanes, etc., and how they currently exist in the context of primary usage: pedestrian/cyclist, transit or vehicular majority usage.

Policy and Program Recommendations

Steps by Lochner for this task activity will include:

Review and Assess Existing Policies and Programs

- Review local, regional and state transportation policies, plans and ordinances to identify alignment and gaps with the City's goals.
- Evaluate how existing policies influence mobility, safety, land use and development patterns.

Develop Policy and Program Framework and Goals

- Establish guiding principles and policy themes (e.g., safety, multimodal connectivity, equity, sustainability, technology and resilience).
- Ensure alignment with regional initiatives (e.g., CAMPO, TxDOT, or county transportation plans).

Draft Transportation Policy and Program Recommendations

- Prepare specific, actionable policy recommendations to support the TMP's goals. Topics may include:

- Complete Streets and context-sensitive design.
- Access management and corridor preservation.
- Transit-supportive land use and first/last-mile connectivity.
- Bicycle and pedestrian infrastructure priorities.
- Traffic calming and neighborhood mobility policies.
- Emerging mobility technologies (e.g., electric vehicles, micromobility, connected/ autonomous vehicles).
- Parking management and TDM (Transportation Demand Management) strategies.

Integrate with City Planning and Development Policies

- Identify how transportation policies and programs should coordinate with the City's Comprehensive Plan, subdivision regulations and development standards.
- Recommend updates to development review or zoning processes to align with mobility goals.

Prioritize and Phase Policy and Program Implementation

- Develop a clear roadmap for implementing recommended policies and programs, including short-, mid- and long-term actions.
- Identify responsible departments, partners and potential funding or legislative needs.

PHASE 4 Engagement Activities

CD&P, in conjunction with KKC and Lochner, will carry out Phase 4 elements of the Communication and Engagement Plan developed with City staff during the Project Startup phase, including the activities itemized below. KKC consultant team personnel will make **up to two trips to Leander during Phase 4**.

1. Coordinate with City staff to arrange and host a **public open house** on the draft Comprehensive and Transportation Master Plans. The intent is to provide an informal setting in which attendees may view displays, hear an overview presentation and interact with the City's planning consultants and staff regarding the emerging proposed plans prior to formal public hearings in Phase 5. Community input and feedback will also be obtained on the potential near-term action priorities in the draft plans. CD&P will handle event planning and logistics, including identifying potential venues and coordinating with the approved venue to host the open house.
    - The open house will include a **special focus on engaging property owners potentially affected by the draft new Thoroughfare Plan**. Ahead of the event, Lochner will use mapping of alignments over parcels to generate a list for a targeted mailing, coordinating with the City to refine the list. The list will include property owners whose property is located adjacent to a roadway widening recommended by the plan, or whose property contains or is adjacent to either a new roadway connection recommended by the plan or a roadway recommended by Leander's 2022 Thoroughfare Plan that has been modified or removed from the map. The mailed notice can invite the property owners to attend the open house to meet with Lochner personnel on their specific scenario, along with

providing ways to submit comments to the City and Lochner if unable to attend (with links to find more information and the draft map online).

Pending confirmation of open house logistics through the Communication and Engagement Plan, property owners can be engaged several possible ways: (1) by inviting them to arrive one hour before the open house start time, for a dedicated period to talk with the Lochner technical team and City staff, and/or (2) through an open house display area and station dedicated to interaction with individuals who identify as affected property owners.

2. Facilitate a **final workshop** involving the City Council and Planning & Zoning Commission, along with City management and staff and others invited, as appropriate (including the project Steering Committee), to provide an overview of the overall draft Comprehensive Plan and draft updated TMP, build consensus on near-term action priorities and discuss related implementation tools and logistics. Also summarize community feedback on the draft plans obtained through the public open house.
3. A **meeting with relevant municipalities** to review the draft TMP recommendations and gather feedback.

PHASE 4 Deliverables

- Updated **outreach materials and content** (e.g., fact sheet, handout, website content or other collateral) developed for this phase as identified in the Communication and Engagement Plan.
- **Advance materials, pre-meeting logistics and post-meeting reporting** for the third joint workshop of City Council and Planning & Zoning Commission, and for the open house event. CD&P will promote the open house through email updates (up to 3), ads (up to 1), social media content and graphics (up to 3 posts for up to 4 platforms). Also, documentation of the TMP-related review/feedback meeting with relevant municipalities.
- **Plan Implementation** section to add to the overall draft Comprehensive Plan package (with the entire package to be distributed in advance by City staff to workshop participants).
- **Draft TMP**, also with further content added, prior to the final workshop in this phase:

  <u>MTP Implementation Plan</u>

  - CIP list with planning-level cost estimates and a high-level prioritization tier list.
  - Implementation table with action items and recommendations categorized as short-, mid- and long-term improvements for the TMP.
  - Checklist for City staff to utilize when evaluating future TMP amendments.
  - Top 20 list of transportation projects to prioritize, with a more detailed breakdown of each project, including location maps, funding options and other important project information.
  - Top 10 list of active transportation projects to prioritize.

  <u>Cross Sections</u>

  - Conceptual cross sections for each roadway classification illustrating:

    – Travel lanes, turn lanes and medians.

– Shoulders or curb-and-gutter treatments.

– Bicycle and pedestrian facilities.

– Landscape or buffer zones.

– Right-of-way limits and utilities, as applicable.

- Final, presentation-ready cross sections to include in the TMP.
- Editable files compatible with City standards.
- Summarized assumptions, design references and any recommended policy guidance for future implementation.

Policy and Program Recommendations

- TMP report section on Policy and Program Recommendations, including an associated table and related content developed through the TMP Implementation Plan effort that provides goals, action items and City leads for each item.

PHASE 5 – PLAN FINALIZATION AND ADOPTION

Following the final workshop in the Plan Implementation phase, KKC and Lochner will coordinate with City staff to compile revised Hearing Draft versions of the proposed Comprehensive and Transportation Master Plans for public hearing and official consideration. KKC and Lochner will then produce the final as-adopted plan versions, reflecting all further adjustments made through final review and deliberation.

PHASE 5 Engagement Activities

CD&P, in conjunction with KKC and Lochner, will carry out Phase 5 elements of the Communication and Engagement Plan developed with City staff during the Project Startup phase, including the activities itemized below. KKC consultant team personnel will make **up to two trips to Leander during Phase 5**.

1. In coordination with City staff, present highlights of the final proposed Comprehensive and Transportation Master Plans at a **public hearing before the Planning & Zoning Commission** and assist in responding to public comments and questions. Then proceed into a Commission workshop, immediately after the hearing, to identify any revisions the Commission may suggest before making a recommendation of plan adoption to City Council.
2. In coordination with City staff, present highlights of the final recommended plans at a **public hearing before City Council**, and assist in responding to public comments and questions, as appropriate, before Council considers plan adoption.

PHASE 5 Deliverables

- Updated **outreach materials and content** developed for this phase as identified in the Communication and Engagement Plan.
- **Hearing Draft versions of the final proposed Comprehensive and Transportation Master Plans** for official and public review prior to and during the public hearing phase.
- **Compilation of further potential revisions to the Comprehensive Plan and/or Transportation Master Plan content**, prior to the City Council public hearing, to highlight

any further plan adjustments recommended to Council by the Planning & Zoning Commission as part of its recommendation of adoption.

- **Electronic files** for all elements of the final plan documents, including a master Adobe PDF file for each plan containing the entire final adopted plan, with approximately 150 pages in each plan plus supplemental appendix detail as appropriate (with all electronic files in their native formats in Adobe InDesign or others, and with all GIS/map-related files in Esri-compatible formats and consistent with symbology and other standards specified by the City).

APPROACH TO DELIVERABLES

Draft Deliverables. The KKC consultant team will provide draft deliverables through each phase of the project. These deliverables will facilitate workshop meetings, periodic releases of information to the media and public, and the orderly completion of the project. All such interim deliverables will be provided to the City in Adobe PDF format for ease of file transfer, distribution and website posting, as appropriate.

Consolidated Review and Revision. Whenever the KKC consultant team submits draft deliverables, it will be the responsibility of the City's Project Manager to coordinate, compile and forward to the consultant team in a consolidated manner all review comments on and requested/suggested revisions to such deliverables. As part of each review phase, guidance from the Project Manager should be included, as needed, on whether and how the consultant team should address certain comments which may be for information only (e.g., comments from outside reviewers) versus those involving specific, client-requested or recommended revisions.

The project cost assumes original drafting of each deliverable and one consolidated revision round upon receipt of compiled comments from the City's Project Manager. Only minor revisions will be made following plan adoption to produce the final as-adopted plan version. Extensive substantive revisions that arise at the final adoption phase may require additional services depending on their nature and the KKC consultant team's remaining fee balance at that final stage of the project.

EXHIBIT B

SCOPE RECAP AND COST

Below are the costs for each task outlined in the above Scope of Services, inclusive of all associated labor and direct expense costs plus professional fee, along with the anticipated timing of all project phases.

Month	Phase	Meetings	Deliverables	Cost
1+	Project Startup and Project/Client Coordination	› Kick-off meeting › Monthly status meetings	› Kick-off meeting materials › Working project timeline › Monthly progress reports › Communication and Engagement Plan › Project website and branding (and up to 5 website content/ graphics updates at major project milestone points)	$18,000 KKC $17,450 Lochner $12,700 CD&P **$48,150 Total (9.2%)**
2-4	1: Leander Today	Up to **2 trips** for Phase 1 engagement activities, including: › Joint City Council-P&Z Workshop 1 (Issues and Needs) › Up to 2 Steering Committee meetings › Meetings with partner transportation agencies › Internal advisory committee meetings	› Outreach materials and content › Joint workshop 1 and Steering Committee materials › Leander Today Report, including TMP Safety Analysis findings › Travel Demand Modeling memo, and all model outputs	$47,470 KKC $68,505 Lochner **$115,975 Total (22.1%)**
4-5	2: Plan Direction and Assumptions	**1 trip** for Phase 2 engagement activities, including: › Joint City Council-P&Z Workshop 2 (Plan Direction)	› Updated outreach materials and content › Joint workshop 2 materials › Plan Direction and Assumptions presentation	$18,700 KKC $7,600 Lochner **$26,300 Total (5.0%)**
5-9	3: Future Leander	Up to **3 trips** for Phase 3 engagement activities and:	› Updated outreach materials and content	$74,945 KKC

		› Up to 3 Steering Committee meetings › Internal advisory committee meetings	› Survey content › Steering Committee materials › Draft Future Leander portion of Comprehensive Plan, including draft Future Land Use map › Draft TMP content, including draft Thoroughfare Plan map	$78,820 Lochner $2,725 CD&P **$156,490 Total (29.8%)**
9-11	4: Plan Implementation	Up to **2 trips** for Phase 4 engagement activities and: › Joint City Council-P&Z Workshop 3 (Draft Plans) › Public open house on draft Comprehensive and Transportation Master Plans › Meeting with relevant municipalities on draft TMP recommendations	› Updated outreach materials and content › Joint workshop 3 and open house materials › Plan Implementation section for overall draft Comprehensive Plan › Revised Draft TMP, with implementation content added	$33,510 KKC $37,850 Lochner $30,900 CD&P **$102,260 Total (19.5%)**
12-14	5: Plan Finalization and Adoption	Up to **2 trips** for Phase 5 engagement activities and: › Planning & Zoning Commission public hearing (and workshop) on proposed Comprehensive and Transportation Master Plans › City Council public hearing and consideration of adoption of plans	› Updated outreach materials and content › Hearing Draft versions of proposed Comprehensive Plan and Transportation Master Plan › Compilation of further plan revisions recommended by Planning & Zoning Commission › Electronic files for as-adopted plans	$16,750 KKC $18,900 Lochner **$35,650 Total (6.8%)**
CD&P Ongoing Engagement Support Across Phases (based on Communication & Engagement Plan)				**$39,979 (7.6%)**
Cost Allocation by Firm Kendig Keast Collaborative				$209,375

Lochner CD&P	$229,125 $86,304
Grand Total	**$524,804**

Billing:
Contractor shall bill in monthly installments based upon invoices and accompanying progress reports submitted in a format agreed upon by both parties.

Estimated Costs for Additional Trips/Meetings
Should the City request KKC consultant team attendance at additional meetings or facilitation of additional engagement activities, the associated cost will depend on a number of factors:

- Which team members are needed (which firm(s) and which specific individual(s) at their respective hourly billing rates)?
- Are the individuals needed within driving distance (i.e., basic mileage expense) or is additional travel expense required?
- What is the trip duration (able to accomplish within one day, requires overnight stay, etc.)?
- What is the meeting/event purpose and format (e.g., more engagement activities, an extra committee meeting, another presentation to City Council, etc.) to determine the extent of preparation – and potential follow-up – required?

Below are multiple example scenarios based on these considerations:

Additional Trip/Meeting by KKC Lead (requiring overnight stay)

$350 Labor for 2 hours of preparation (depends on nature of meeting/activity)
$1,400 Labor for 8 hours (depends on nature of meeting/activity, other potential trip activities)
$600 Direct expenses
$2,350 Total

Additional Trip/Activity Involving 2 KKC Personnel (requiring overnight stay)

$636 Labor for 2 hours each of preparation (depends on nature of meeting/activity)
$2,544 Labor for 8 hours each (depends on nature of meeting/activity, other potential trip activities)
$1,200 Direct expenses
$4,380 Total

Additional Trip/Meeting by Lochner Lead (requiring overnight stay)

$330 Labor for 2 hours of preparation (depends on nature of meeting/activity)
$1,320 Labor for 8 hours (depends on nature of meeting/activity, other potential trip activities)
$1,050 Direct expenses (includes airfare versus mileage)
$2,700 Total

Additional Trip/Meeting by 1 Lochner San Antonio Representative (requiring overnight stay)

$330 Labor for 2 hours of preparation (depends on nature of meeting/activity)
$1,320 Labor for 8 hours (depends on nature of meeting/activity, other potential trip activities)
$200 Direct expenses
$1,850 Total

Additional Engagement Activity by CD&P Personnel*

$4,150 Labor for 28 hours of planning, logistics, 1 team member facilitating, and reporting
$50 Direct expenses
$4,200 Total

* Assumes a "pop-up" engagement event as that is the costliest besides a full public meeting.

Additional Meeting Attendance by 1 CD&P Representative

$1,080 Labor for 6 hours of meeting attendance and follow-up (basic meeting with City staff, stakeholder group, etc.)
$50 Direct expenses
$1,130 Total

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Approval of an Ordinance amending Ordinance No. 25-061-00 adopting the annual budget for Fiscal Year 2026; providing funding for the cost of $115,935.00 retrofitting lighting at Robin Bledsoe Park utilizing Energy Efficiency and Conservation Block Grant reimbursable funds.

BACKGROUND:
The Parks and Recreation Department request Council authorization to allocate $115,935.00 to the FY 2026 budget to support expenditures associated with a recently approved Energy Efficiency and Conservation Block Grant (EECBG) Program by the U.S. Department of Energy.

Funding for this project is provided through the EECBG granting authority and will be reimbursed upon project completion. Due to the structure of the grant, all expenditures will be reimbursed and recorded under the newly established Parks and Recreation Grant Fund. In the event of any unexpected or unforeseen shortfalls occur during the reimbursement process, the General Fund will serve as a contingency to ensure the continuity and financial stability of this initiative.

As noted in the companion item to this item, this funding will be used to support planned lighting retrofits/improvements at Robin Bledsoe Park.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval, providing funding in the amount of $115,935.00 to retrofit lighting at Robin Bledsoe Park utilizing Energy Efficiency and Conservation Block Grant reimbursable funds.

PRESENTER:
Otis Williams, Chief Financial Officer

	Fiscal Impact
Amount requested:	$115,935.00
Approved in current budget (Yes / No):	No
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	EECGB - General Fund

Attachments:

1. Musco Sports Lighting Ordinance and Exhibit A Amending FY26

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ORDINANCE NO. 25-061-00 ADOPTING THE ANNUAL BUDGET OF THE CITY OF LEANDER, TEXAS FOR FISCAL YEAR 2025.

WHEREAS, a proposed budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026 for the City of Leander, Texas was duly filed with the City Secretary and was duly presented to the Mayor and City Council; and

WHEREAS, the City Council approved and adopted the FY 2026 budget; and

WHEREAS, the City Council desires to amend the budget to account for changes that were unanticipated prior to adoption of the budget.

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. Budget Amendment. The FY 2026 Budget is hereby amended as shown in Exhibit A.

SECTION 3. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 551, Texas Government Code.*

PASSED AND **APPROVED** on this 18 day of December, 2025.

ATTEST: **CITY OF LEANDER, TEXAS**

_____ _____

Dara Crabtree, City Secretary Na'Cole Thompson, Mayor Pro Tem

EXHIBIT A

FUND	DEPARTMENT	DESCRIPTION	AMENDMENT FY 2026 CHANGE	TOTAL
61 - PARKS GRANT	Parks and Recreation	Energy Efficiency and Conservation Block Grant		
EXPENDITURES				
06-01-5600	Parks and Recreation	Musco Sports Lighting Improvements	115,935	
		Total Expenditures		115,935

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Approval of an agreement with MUSCO Sports Lighting LLC in an amount not to exceed $115,935.00 for retrofitting of sports lighting at Robin Bledsoe Park through BuyBoard contract number 677-22 with funding from a grant from the Energy Efficiency and Conservation Block Grants (EECBG) Program awarded through the Department of Energy (DOE); and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
On October 17, 2024, City Council approved a resolution authorizing the City to apply for a grant through the Energy Efficiency and Conservation Block Grant (EECBG) Program to retrofit lighting at Robin Bledsoe Park. The application was approved by the U.S. Department of Energy (DOE).

The City contacted Musco Sports Lighting, LLC to perform the work and received confirmation from the DOE that using the BuyBoard Contract No. 677-22 meets federal procurement requirements. Quotes for this work is not to exceed $115,935.00.

The Parks and Recreation Department plans to retrofit ten (10) metal halide/halogen sports field lights with energy-efficient LED fixtures. According to the DOE, LED lighting can reduce energy use by 45% to 75% compared to traditional HID lighting. Based on preliminary estimates, the City anticipates approximately 50% in energy cost savings. Additional benefits include reduced long-term maintenance costs, as LED lights have longer lifespans and require less frequent servicing.

The EECBG grant is a reimbursement grant with no cost-share requirement. The City expects to use the full award amount and be reimbursed 100% of the project costs.

Chapter 791, § 271.102 of the Texas Government Code states that a local government may participate in a Cooperative Purchasing Program with another local government or a local cooperative organization. A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services.

HISTORY/TIMELINE:
October 17, 2024 – City Council approved a resolution to apply for the Energy Efficiency and Conservation Block Grant (EECBG).
January 6, 2025 – Grant application approved by the U.S. Department of Energy (DOE).

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval of agreement.

PRESENTER:
Ashlea Boyle, Director of Parks and Recreation
Victor Castillo, Purchasing Manager

Fiscal Impact

Amount requested:	$115,935.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-Time
Fund source (Operating / Utility / etc.):	Grants

Attachments:

1. MUSCO Agreement SBM 11-13
2. EECBG Application

CITY OF LEANDER AGREEMENT FOR RETROFITTING OF SPORTS LIGHTING AT ROBIN BLEDSOE PARK

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

THAT THIS AGREEMENT for retrofitting of sports lighting at Robin Bledsoe Park, (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2025 by and between the **CITY OF LEANDER,** a Texas home-rule municipality, whose offices are located at 105 N. Brushy Street, Leander, Texas 78641 (referred to herein as the "City"), and **Musco Sports Lighting, LLC,** a Sports Lighting Contractor located at 211 2nd Avenue Oskaloosa, IA 52577 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods and services, specifically the retrofitting of sports lighting; and

WHEREAS, City has sought a quote through BuyBoard contract number 677-22; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties. and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified Goods and Services and Vendor is obligated to provide said Goods and Services.

B. **City** means the City of Leander, Williamson County, Texas.

C. **Effective Date** means the date of the last signature of a Parties to this Agreement.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the supplies, materials, commodities, or equipment set forth in this Agreement.

F. **Services** means the specified supplies, materials, commodities, or equipment and labor required to be completed under this Agreement.

G. **Vendor** means Musco Sports Lighting, LLC.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date of the last signature of a Party to this Agreement, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall upon the later of the date of acceptance of the Work by the City or February 28, 2026; provided that the following sections shall survive: Section 4.01.E and F; Section 7.01; and Section 18.01, and the warranty set forth in **Exhibit "A"**

C. City reserves the right to review the relationship with Vendor at any time and may elect to terminate this Agreement with or without cause by providing the Vendor thirty (30) days' written notice of termination or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The Goods and Services which are the subject matter of this Agreement are described in **Exhibit "A"** attached here and incorporated herein for all purposes, and, together with this Agreement, BuyBoard contract number 779-25, and Exhibit "B" Federal

Contract Requirements, which are attached hereto and incorporated herein for all purposes, comprise the Contract Documents. Any inconsistencies or conflicts in the Contract Documents shall be resolved in the following priority: Exhibit "B" Federal Contract Requirements; this Agreement; Exhibit "A" Scope of Work; and Buy Board contract number 779-25.

4.01 GOODS AND SERVICES.

A. The Goods and Services which are the subject matter of this Agreement are described generally in the attached **Exhibit "A."** (the "Work").

B. Vendor hereby agrees to commence Work by January I, 2026, and Vendor hereby agrees to complete same within one hundred twenty (120) calendar days after commencing the Work (the "Contract Term").

C. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence, or discussions.

D. Vendor shall satisfactorily provide all deliverables described in **Exhibit "A"** within the Contract Term specified. A change in the scope of the Work or any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described in Section 9.01 herein.

E. The Vendor warrants that the sports lighting equipment and retrofitting described in **Exhibit A** are in good working order and are suitable for the purpose for which they are intended.

F. **WARRANTY AND DEGREE OF CARE. VENDOR WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE SERVICES AND THAT ALL SERVICES PROVIDED BY VENDOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT VENDORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY VENDOR OR WORK PERFORMED BY VENDOR WITHIN ONE YEAR AFTER COMPLETION OF THE SERVICES, VENDOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

5.01 ACCEPTANCE OF GOODS AND COSTS

A. The City shall examine the equipment described in **Exhibit "A"** upon receipt and shall accept or reject any goods which are damaged or otherwise insufficient. The City shall not pay for damaged or insufficient goods.

B. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at in **Exhibit "A."** Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by City, the costs listed on **Exhibit "A"** shall be the basis of any charges collected by Vendor.

C. The City shall be authorized to pay the Vendor an amount not-to-exceed **One Hundred Fifteen Thousand Nine Hundred Thirty-Five Dollars ($115,935.00).** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

A. Name and address of Vendor;

B. Purchase Order Number;

C. Description and quantity of items received; and

D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code (the "Prompt Payment Act"), payment to Vendor will be made within forty-five (45) days from the day after the Work has been completed and accepted by the City and City receives a correct invoice for the performance and/or deliverables or services that have been completed and accepted by the City. Vendor shall also provide an affidavit of all

bills paid prior to final payment. Vendor may charge interest on an overdue payment in accordance and within the limits set forth in the Prompt Payment Act.

9.01 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, as authorized by City policy, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed or goods to be delivered; (2) the costs associated with the payment of goods and services; or (3) the duration of the work to be performed. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Vendor shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Vendor shall make no claim for extra work done or goods delivered unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Vendor nor for any costs incurred by Vendor relating to additional work not directly authorized by Supplemental Agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee, or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the sports lighting equipment and retrofitting described in **Exhibit A** as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Greg Olmer
Deputy Director
Leander Parks and Recreation Department
601 Municipal Drive
Leander, Texas 78641
Phone Number: 512-528-2971
golmer@leandertx.gov

14.01 INSURANCE

Vendor shall meet all City of Leander Insurance Requirements as set forth at and incorporated herein for all purposes and shall show the City proof of such insurance prior to commencing the Work: https://www.leandertx.gov/264/Purchasing.

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified services elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees, and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Leander, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. The Vendor represents that the Vendor and all wholly owned subsidiary, majority-owned subsidiary, parent Vendor and affiliates of Vendor do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. Further, the Vendor represents that the Vendor and all wholly owned subsidiary, majority-owned subsidiary, parent Vendor and affiliates of Vendor do not, and will not for the duration of this agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association. The phrase "Discriminates Against a Firearm Entity or Firearm Trade Association" as used in this paragraph have the meanings assigned to the phrase "Discriminate Against a Firearm Entity or Firearm Trade Association" in Section 2274.001(3) of the Texas Government Code, as amended.

D. The Vendor represents that neither the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent Vendor or affiliate of Vendor (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement. The phrase "Boycott Energy Companies" as used in this paragraph have the meanings assigned to the phrase "Boycott Energy Company" in Section 809.001 of the Texas Government Code, as amended.

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

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet, or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or

2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:
Musco Sports Lighting, LLC
Denise Etzel
Sales Coordinator
211 2nd Avenue West
Oskaloosa, IA 52577

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

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Leander, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

A. **Standard of Care.** Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

B. **Waiver.** Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

C. **Time is of the Essence.** Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

D. **Force Majeure.** Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

E. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

VENDOR:

Musco Sports Lighting, LLC
By: _____
Name: James Hansen
Title: Secretary

THE CITY OF LEANDER, TEXAS

By: _____
Name: Todd Parton
Title: City Manager

ATTEST:

By: _____
Name: Dara Crabtree
City Secretary

EXHIBIT LIST:
EXHIBIT "A" – SCOPE OF WORK
EXHIBIT "B" – FEDERAL CONTRACT REQUIRMENTS

EXHIBIT A

SCOPE OF WORK

Location: Robin Bledsoe Park Leander, TX

The Vendor shall:
General:

1. Provide required fixtures, electrical enclosures, mounts, hardware and wire harnesses.
2. Provide fixture layout and aiming diagram.
3. Provide Project Management as required.
4. Obtain any required permitting.
5. Contact 811 for locating underground public utilities and confirm they have been clearly marked.
6. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify the City and await authorization to repair damage to marked utilities. Notify the City and Musco regarding damage which occurred to unmarked utilities.
7. Provide labor, equipment, and materials to offload equipment at jobsite per scheduled delivery.
8. Provide storage containers for material (including electrical components enclosures), as needed.
9. Provide necessary waste disposal and daily cleanup.
10. Provide adequate security to protect Musco delivered products from theft, vandalism, or damage during the installation.
11. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
12. Provide startup and aiming as required to provide complete and operating sports lighting system.
13. Installation to commence upon delivery and proceed without interruption until complete. The City must be immediately notified of any breaks in schedule or delays.
14. Remain compliant with all federal requirements identified in Exhibit B.

Demolition:

2. Expiration date: 10 years from date of shipment
3. Services: control and maintenance
4. Light levels: as specified in Musco design documents
5. Spill light control: as specified in Musco design documents
6. Energy consumption: as specified in Musco design documents

The City's Responsibilities:

1. Complete access to the site for construction using standard 2-wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco will not be responsible for repairs to unmarked utilities.
3. Ensure usability of existing underground wiring.
4. Pay any necessary power company fees and requirements.
5. Pay all permitting fees.
6. Provide any existing as-built documents or drawings.
7. Provide sealed Electrical Plans (if required).

Individual Application

Applied Date	Account	Application Status	RecordType Name
10/30/2024, 10:55 AM	Leand…	Project In-Progress	Equipment Rebates Application

Individual Application

Application ID
IA-0000001454

Application Status
Project In-Progress

Account
Leander (/eecbgvouchers/s/detail/001Ph00000KOkZFIA1)

Category
Rebates

Contact
PAMELA KABY (/eecbgvouchers/s/detail/003Ph00000IZJFAIA5)

Total Line Items
1

Application Number
EECEQ-01454

Project Start Date
1/8/2025

Planning to team with other entities?
No

Project Information

Sectors served
Local Government;Residential

How the project serves DACs

Other Project Sector

One to Two Sentence Summary
This project includes retrofitting ten (10) metal Halide/Halogen lights at Robin Bledsoe Park. This will cut the energy costs by nearly 50% and is also expected to reduce the glare on the residential neighborhoods around the park.

Eligible Activities
Replacement of Traffic Signals and Street Lighting

Serves disadvantaged communities (DACs)?
No

Budget Information

EECBG Program Formula Allocation Amount
$116,720.00

Total Voucher Estimate
$116,720.00

Using multiple EECBG recipients formula?
No

Total Teaming EECBG Formula Allocation

Program Metrics and Compliance Requirements

Program Metrics
Transportation Infrastructure and Vehicles;Equipment Purchased

Davis-Bacon Assurance Letter SIgned by
Todd Parton

Other Program Metric

Davis-Bacon Assurance Letter Signed Date
10/30/2024

Applicable NEPA SOW
NEPA SOW 2

Terms and Conditions

Terms And Conditions Signed By
Todd Parton

Terms And Conditions Signed Date

10/30/2024

Application Milestones

Applied Date
10/30/2024, 10:55 AM

Approved Date

Financial Report (SF-425)

Financial Report Submitted Date

One Time Location Report

One Time Location Report Submitted Date

Annual Historic Preservation Report

Annual Historic Report Completed?

Annual Historic Report Year

Annual Historic Report Submitted Date

NEPA Report

NEPA SOW1 submission?

NEPA Report Submitted Date

Davis Bacon Act Report

Comply DBA Standards?

DBA Report Submitted Date

Semi-Annual Davis Bacon Act (DBA) Report

Semi Annual DBA Type

Semi Annual DBA Submitted Date

Single Audit Report

Expend 75000 or more?

Upload Single Audit Copy?

Single Audit Report Submitted Date

Website and program administered by ICF Incorporated under DOE BPA Award 89303023ASE000001.
Instances of potential fraud, waste, and abuse should be referred to the DOE IG Hotline (https://www.energy.gov/ig/ig-hotline), phone: 1–800–541–1625 or email: ighotline@hq.doe.gov

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Authorize the purchase of computer workstations to replace existing desktop and laptop computers which have reached end of useful life status from Dell Marketing LP utilizing DIR Contract DIR-CPO-5792 in the amount of $227,769.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
Funds are included in the approved FY26 budget to replace City-owned desktop and laptop computer hardware and peripherals which have reached end of useful life status. To support a standardized computer hardware approach and efficiency within the City's Information Technology Department, Dell equipment purchased through the Texas DIR purchasing contract is recommended.

The Texas Department of Information Resources (Texas DIR), for the benefit of all State of Texas agencies, issues RFPs seeking the best available pricing from vendors utilizing the combined purchasing volume of all state agencies to support competitive pricing and terms. Municipalities, pursuant to Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation), are allowed to take advantage of these negotiated volume prices at no additional fee to the municipality. Further, use of Texas DIR contracts satisfies any state law requiring competitive bids. Texas DIR Contract DIR-CPO-5792 will be used.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval.

PRESENTER:
Stuart Smith, Deputy Director of Information Technology/Information Secturity Officer

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	Fiscal Impact
Amount requested:	$227,769.00
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	One-time
Fund source (Operating / Utility / etc.):	IT Fund

Attachments:

1. PC Replacement 2025-2

Department/User	Date Purchased
City Administration	2021
Building Inspection	2021
City Administration	2021
Municipal Court	2021
Municipal Court	2021
Municipal Court	2021
Municipal Court	2021
Municipal Court	2021
Municipal Court	2021
Engineering	2021
Engineering	2021
Engineering	2021
Engineering	2021
Engineering	2021
Engineering	2021
Engineering	2021
Finance	2021
Finance	2021
Fire	2021
Fire	2021
Fire	2021
Fire	2021
Fire	2021
Fire	2021
Fire	2021
Fire	2021
Fire	2021
Golf	2021
Human Resources	2021
Human Resources	2021
Information Technology	2021

City Administration	2021
Parks	2021
Parks	2021
Planning	2021
Planning	2021
Planning	2021
Police	2021
Police	2021
Police	2021
Police	2021
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Police	2021
Police	2021
Police	2021
Police	2021
Police	2021
Police	2021
Public Works	2021
Public Works	2021
Public Works	2021

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Authorize the renewal of manufacturer service contracts and threat detection subscriptions for all City firewalls from Bell IT Services, Inc., utilizing DIR contract DIR-CPO-5687 in the total amount of $89,820.63; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:
Funds are allocated in the FY26 approved budget to renew service contracts and threat detection subscriptions for all City firewalls. These subscriptions allow the City's firewalls to receive constant updates to stop new threats as they emerge and keep the City's network hardware under a maintenance agreement with the manufacturer so equipment can be quickly replaced at no additional charge if a hardware failure occurs.

The Texas Department of Information Resources (Texas DIR), for the benefit of all State of Texas agencies, issues RFPs seeking the best available pricing from vendors utilizing the combined purchasing volume of all state agencies to support competitive pricing and terms. Municipalities, pursuant to Texas Local Government Code 271.102 (Cooperative Purchasing Program Participation), are allowed to take advantage of these negotiated volume prices at no additional fee to the municipality. Further, use of Texas DIR contracts satisfies any state law requiring competitive bids. Texas DIR contract DIR-CPO-5687 will be used.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
Staff recommends approval.

PRESENTER:
Stuart Smith, Deputy Director of Information Technology/Information Security Officer

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	Fiscal Impact
Amount requested:	$89,820.63
Approved in current budget (Yes / No):	Yes
Expenditure (New / Amended):	New
Recurring or one-time:	Recurring
Fund source (Operating / Utility / etc.):	Operating

Attachments:

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:

Conduct a Public Hearing regarding Special Use Case Z-25-0167 regarding a Special Use Permit to allow for Outdoor Entertainment and Special Event Space, a Farmer's Market, and a Mobile Food Establishment Park on three (3) parcels of land comprising 1.56 acres ± in size, being more particularly described as Williamson Central Appraisal District Parcels R302875, R036054, and R565244; and being generally located at the western terminus of E. Broade Street and N. Gabriel Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Special Use Case Z-25-0167 as described above.

BACKGROUND:

This request is the second step in the zoning process to approve a Special Use Permit (SUP). Uses permitted in a zoning district are classified in two ways. The first type of use is what is referred to as a use permitted by right. A use permitted by right is allowed in the specified zoning district provided that the property owner complies with specified building and site requirements. The second type of use is what is referred to as a special use. A SUP allows for certain land uses in a given zoning district and generally requires more review by the Planning and Zoning Commission and City Council in order to ensure the compatibility of the proposed use with the surrounding land uses. The Mobile Food Establishment Park is permitted within the Local Office use district in accordance with the Composite Zoning Ordinance. However, Article IV, Section 10 requires a SUP for this use.

The applicant has submitted a request to adopt a SUP to allow for the operation of an outdoor entertainment and special event space, farmer's market, and mobile food establishment park. The Composite Zoning Ordinance allows outdoor entertainment uses when the zoning district includes the Type 4 Site component. A change to this zoning would open up the available uses to include more intense activity in Old Town where there are existing residential properties. In this case, the applicant is moving forward with the SUP request to allow these uses within the T5 Sector (Urban Center) and GC-3-C (General Commercial) zoning districts for a period of ten (10) years with the option to request an extension.

Outdoor Entertainment and Special Event Space means an outdoor gathering space, including a stage and tent.

Farmers' Market means the offering for sale of fresh agricultural products and Locally Produced goods directly to the customer at an open-air market event at which at least forty (40%) of the vendors are farmers or other food producers. The Farmer's Market may include vendors who are not farmers or food producers to include handmade products and artisan goods.

Mobile Food Establishment means a readily movable, motorized wheeled vehicle, or a towed wheeled vehicle, designed and equipped with heat producing equipment to cook, fry, or warm products to serve food and associated non-alcoholic beverages. This definition shall also apply to any associated uses such as seating, refuse containers, generators, or equipment associated with the mobile food establishment operation.

The property for which this SUP is proposed has two (2) different zoning districts with differing classifications due to the fact that one additional parcel was recently acquired. The applicant has the option to designate the recently acquired parcel as T5 Sector (Urban Core) to match the other parcels and comply with applicable Smart Code standards.

GENERAL INFORMATION:

Current Zoning: T5 (Urban Center) and GC-3-C (General Commercial)

Size and Location: The property is located on the east side of N US 183, within Old Town, including approximately 1.56 acres.

Surrounding Area: This property is located north of E. Broade Street and west of N. Gabriel Street, between residential homes on the north and east side.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Encourage development and activity in Old Town with locally owned and unique shopping, dining, and entertainment opportunities.

Applicable Future Land Use categories:

Old Town

- Old Town as a future development category is intended for a mix of uses that keeps Leander historic center interesting and dynamic. New development and redevelopment within Old Town should be designed in harmony with the existing character that acknowledges Leander's heritage. This includes older buildings and historic, contributing structures along with a mix of new and adaptive reuse buildings.

Old Town buildings are to be activated towards the street, encouraging walkability, eating establishments, central gathering spaces, and civic conversation. Old Town is scaled-down urban without on-site parking requirements, high impervious cover yet green space, street tree canopy and safe mix of vehicles and pedestrians. Old Town character includes small businesses, professional office, entertainment, shopping, arts and culture elements, and civic activity, each contributing to daytime and evening buzz.

An assortment of residential is suitable and encouraged based on the context, focused on a balance of scale between building, site and streets. In the core, urban lofts and townhouses are appropriate; in the south and east districts, across US 183, attached and detached housing may be appropriate with design context and limitations.

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within two hundred (200') feet, 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 five hundred (500') feet per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any homeowner's association located within five hundred (500') feet are also required to be contacted.

Neighborhood outreach was conducted by mail in December 2023. A total of thirteen (13) residents/property owners within five hundred (500') feet were notified, and no responses were received. Following coordination with City staff during the review of the proposal, an additional letter was sent in January 2024 with no responses received.

Please see the full report from the applicant attached as Exhibit 8.

HISTORY/TIMELINE:
09/22/2005 – TOD Zoning Approved
11/13/2025 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:
Erin Lemovitz on behalf of 5th Element Brewing (Michael Brune)

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

1. Approve the proposed SUP request;
2. Deny the proposed SUP request; or
3. Approve an alternative request that may include modifications to the SUP request such as limited hours of operations, different time frame, or alternative lighting.

Staff recommends Option 1 listed above – Approve the proposed SUP request. Staff made this recommendation based on compatible land use types with the Old Town district. The Old Town Master Plan describes this area as "Railway East," which delineates this district as to "…contain a mix of land uses, including ground-floor commercial land uses such as dining and shopping destinations." The proposed SUP would encourage a connection to the existing railroad line, while promoting Old Town, as it states in the Old Town Master Plan, as a "…destination with strong support in increasing nightlife, weekend activities, festivals, and events."

During the meeting of November 13, 2025, the Planning & Zoning Commission recommended approval.

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

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Attachments:

1. Z-25-0167 Att 1 Letter of Intent - 5th Element SUP
2. Z-25-0167 Att 2 Current Zoning - 5th Element SUP
3. Z-25-0167 Att 3 FLU Map - 5th Element SUP
4. Z-25-0167 Att 4 Public Notification Map - 5th Element SUP
5. Z-25-0167 Att 5 Aerial Map - 5th Element SUP
6. Z-25-0167 Att 6 Utilities Map - 5th Element SUP
7. Z-25-0167 Att 7 Conceptual Site and Layout Plan - 5th Element SUP
8. Z-25-0167 Att 8 Neighborhood Outreach Summary - 5th Element SUP
9. Z-25-0167 Att 9 - Ordinance 5th Element SUP
10. 11-13-2025 P & Z Minutes

February 11, 2025

Erin Lemovitz

100 E Evans St Leander, TX, 78641

dug@pottopint.com

508-735-6491

City of Leander Residents, Council and Board members. 105 Brushy St, Leander, XT 78641

Subject: Letter of Intent for Old Town Community Gathering Space Development.

Dear City of Leander Residents, Council and Board members, I hope this letter finds you well. I am writing to express our sincere interest in contributing to the development of the Old Town community through the establishment of a vibrant gathering space with a unique Beer Garden, to be operated by 5th Element Brewing. Our vision for the Old Town community gathering space encompasses a multifaceted development aimed at fostering a sense of community and providing diverse recreational opportunities for residents and visitors alike. The key components of our proposed development include:

1. **Beer Garden by 5th Element Brewing: ** We propose to create a distinctive beer garden area that showcases the craftmanship of 5th Element Brewing. This space will serve as a hub for socializing and enjoying high-quality, locally brewed beverages.

2. **Outdoor Seating and Entertainment: * The gathering space will feature ample outdoor seating arrangements, creating a welcoming environment for people to relax, socialize, and enjoy the surroundings. Live music performances on a stage, Movie and Game nights will further enhance the entertainment experience. Providing a tent to protect our stage and local art work.

3. **Food Truck Park:-outdoor cooking space for cooking lessons or community events * A designated area will be allocated for food trucks offering a variety of culinary delights, ensuring a diverse range of dining options for the community

4. **Kids Park and Dog Park: * Family-friendly elements are integral to our vision, and we plan to include dedicated spaces for both children and pets. A well-designed kids park and dog park will cater to the needs of families and pet owners in the community.

5.Arcade space with games and various forms of family friendly entertainment

6.food providers

7 community garden and nursery for growing botanicals

CASE: Z-25-0167 **ATTACHMENT 2** **5TH ELEMENT BREWING 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 herin provided.

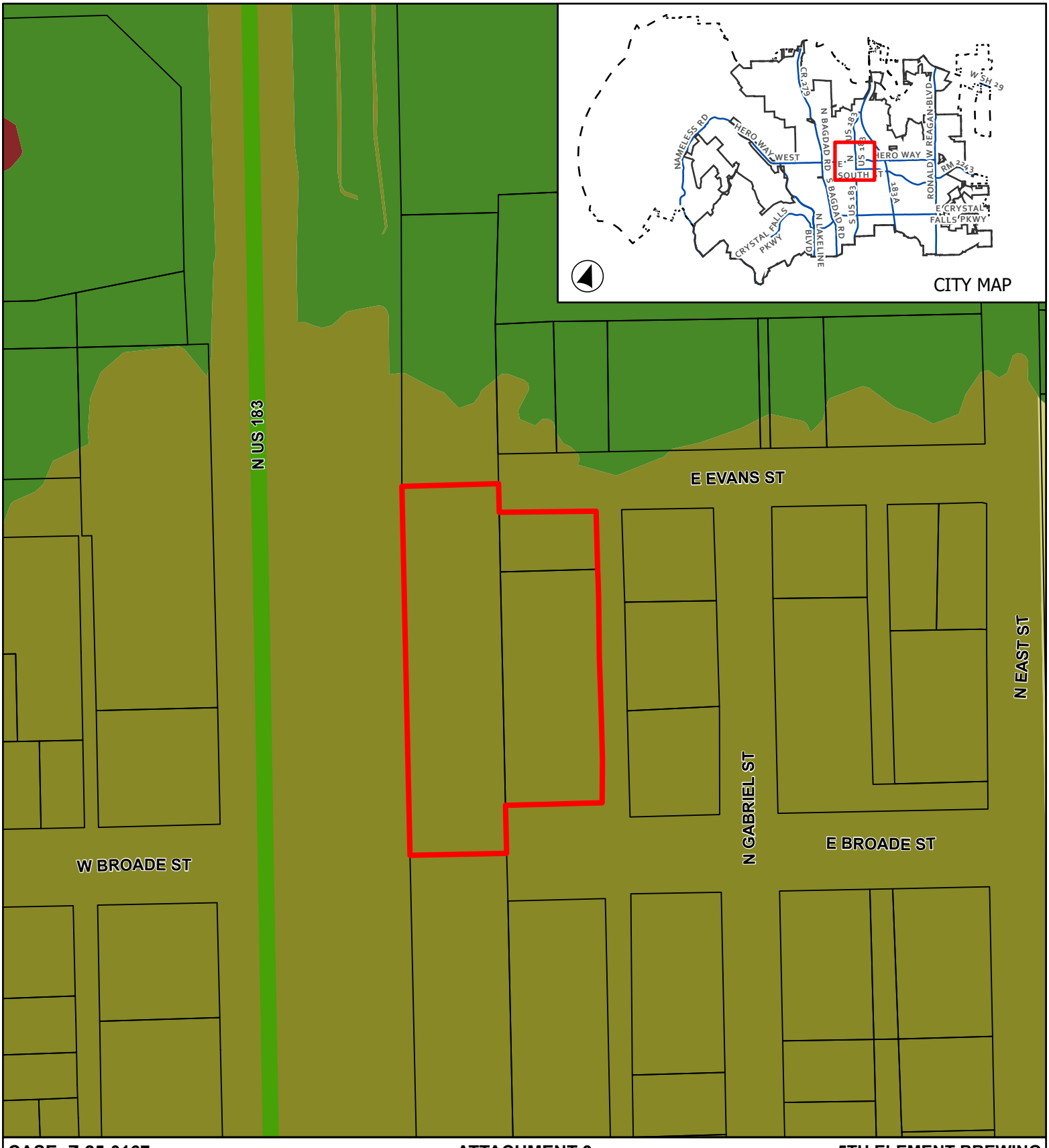
0 120 240

Feet

City Limits
ETJ
Subject Boundary

Current Zoning
GC - General Commercial

PUD - Local Commercial
OS - Open Space
S2 - Station Sector
T4 - Genral Urban
T5 - Urban Center



CASE: Z-25-0167 **ATTACHMENT 3** **5TH ELEMENT BREWING SUP**

Future Land Use Map

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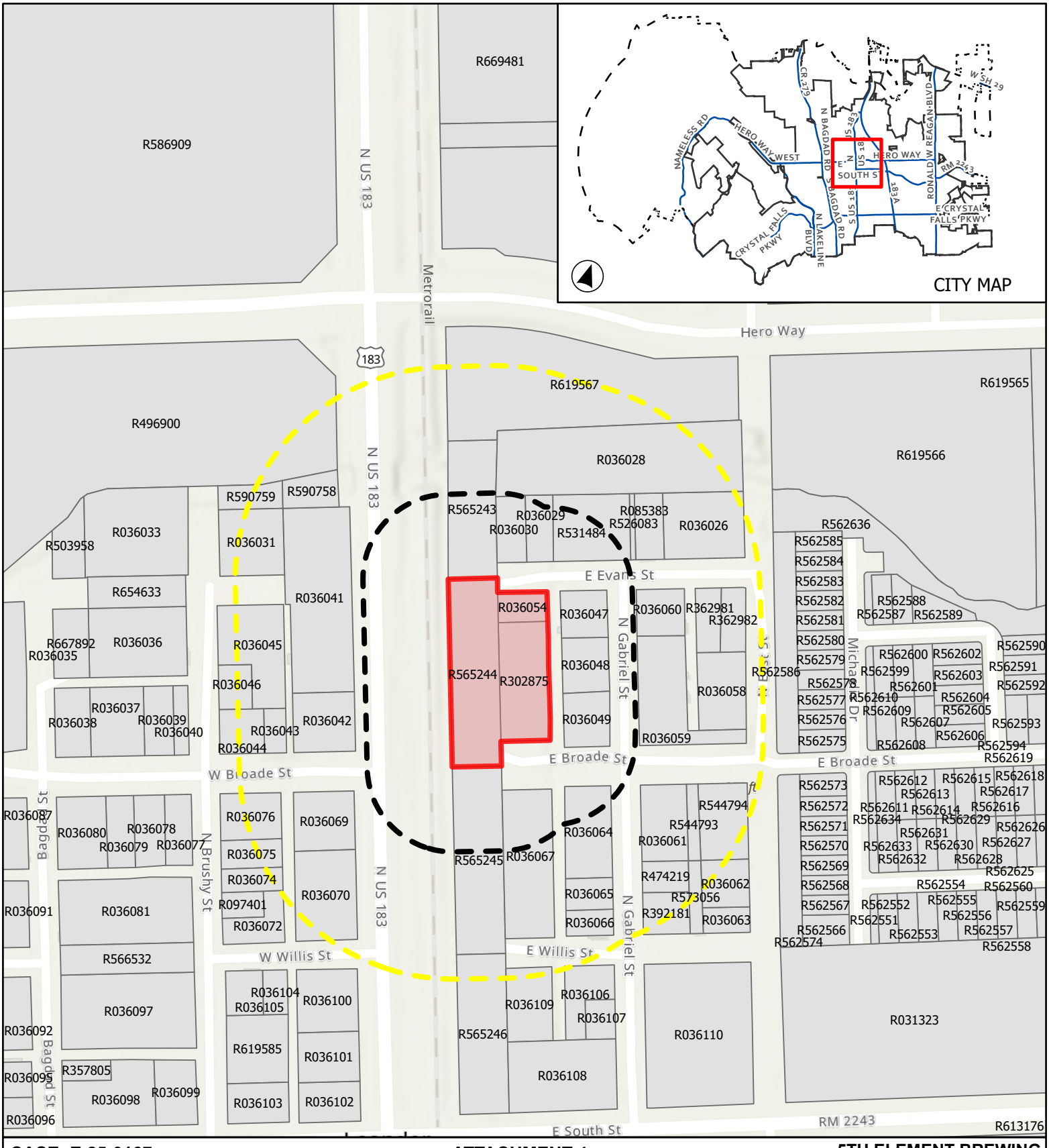
0 50 100
Feet

- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Arterial 6 Lane, Existing
- Activity Center
- Old Town
- Urban Mixed Use
- Greenway



CASE: Z-25-0167 **ATTACHMENT 4** **5TH ELEMENT BREWING SUP**

Public Notification

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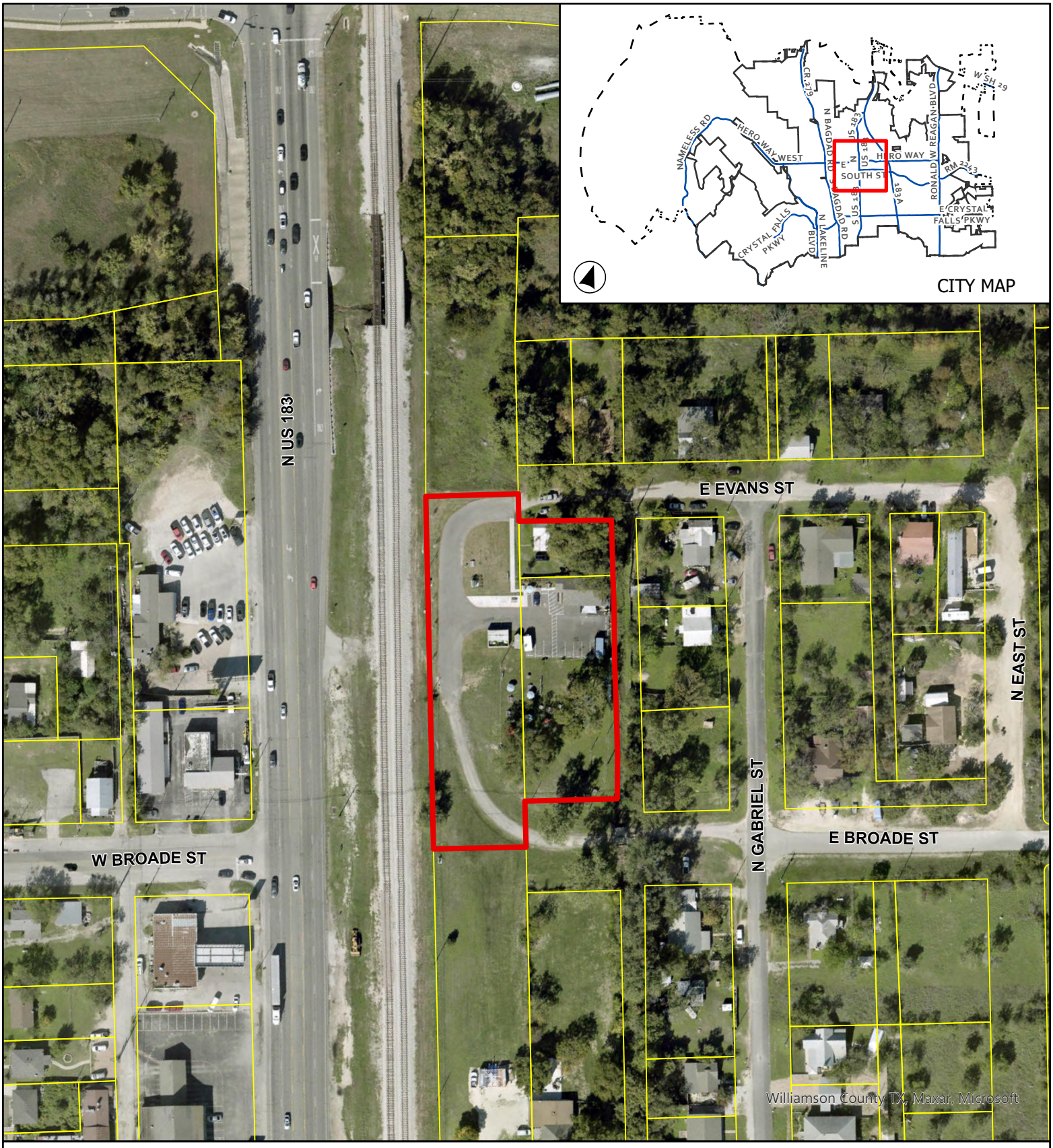
0 105 210
Feet

City Limits
ETJ
Subject Boundary
Notification Buffer
200'
500'



CASE: Z-25-0167 **ATTACHMENT 5** **5TH ELEMENT BREWING SUP**

Aerial Map

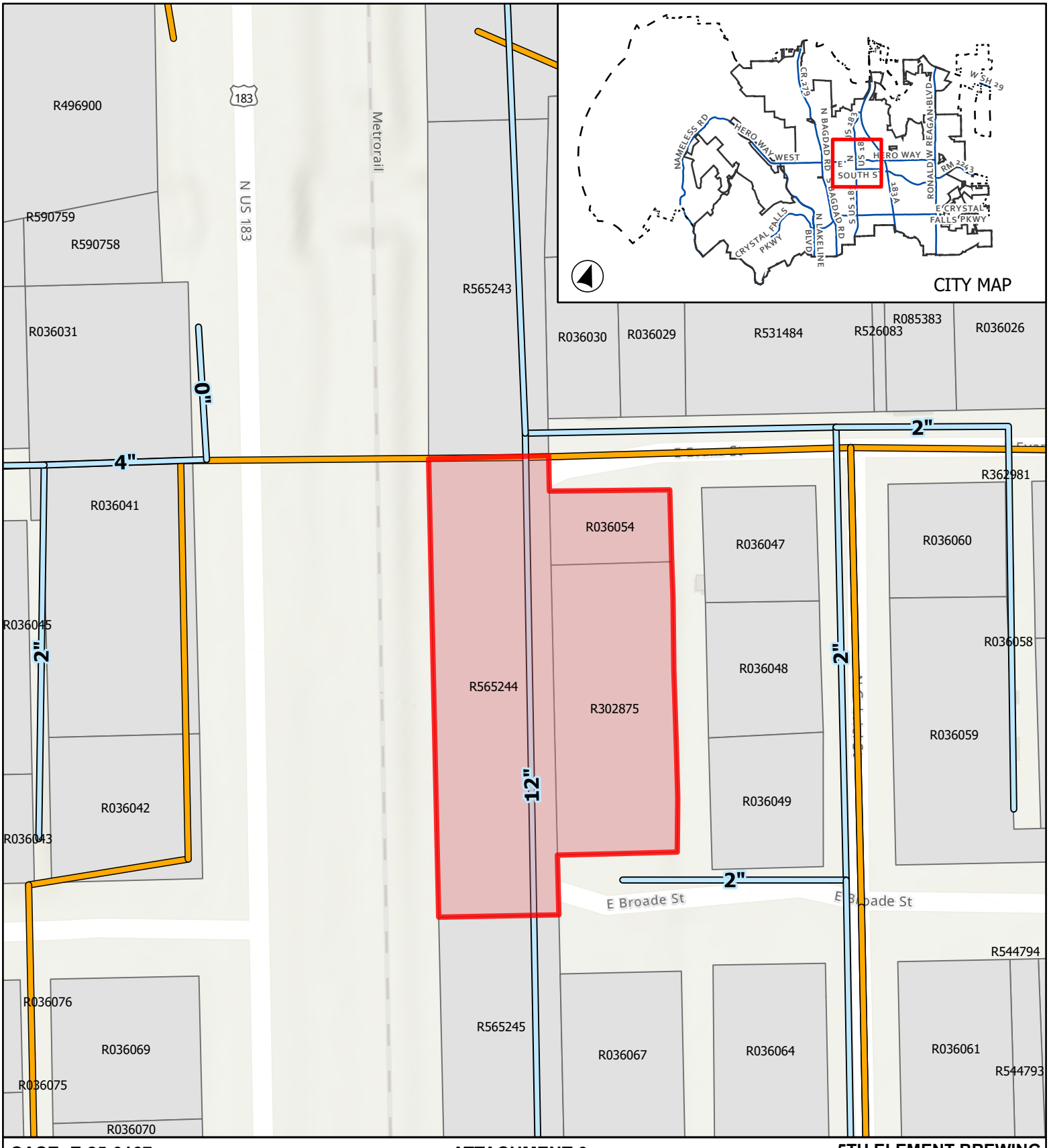
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

0 55 110

Feet

Leander City Limits

Subject Boundary



CASE: Z-25-0167 **ATTACHMENT 6** **5TH ELEMENT BREWING SUP**

Utilities 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 herin provided.

0 45 90
Feet

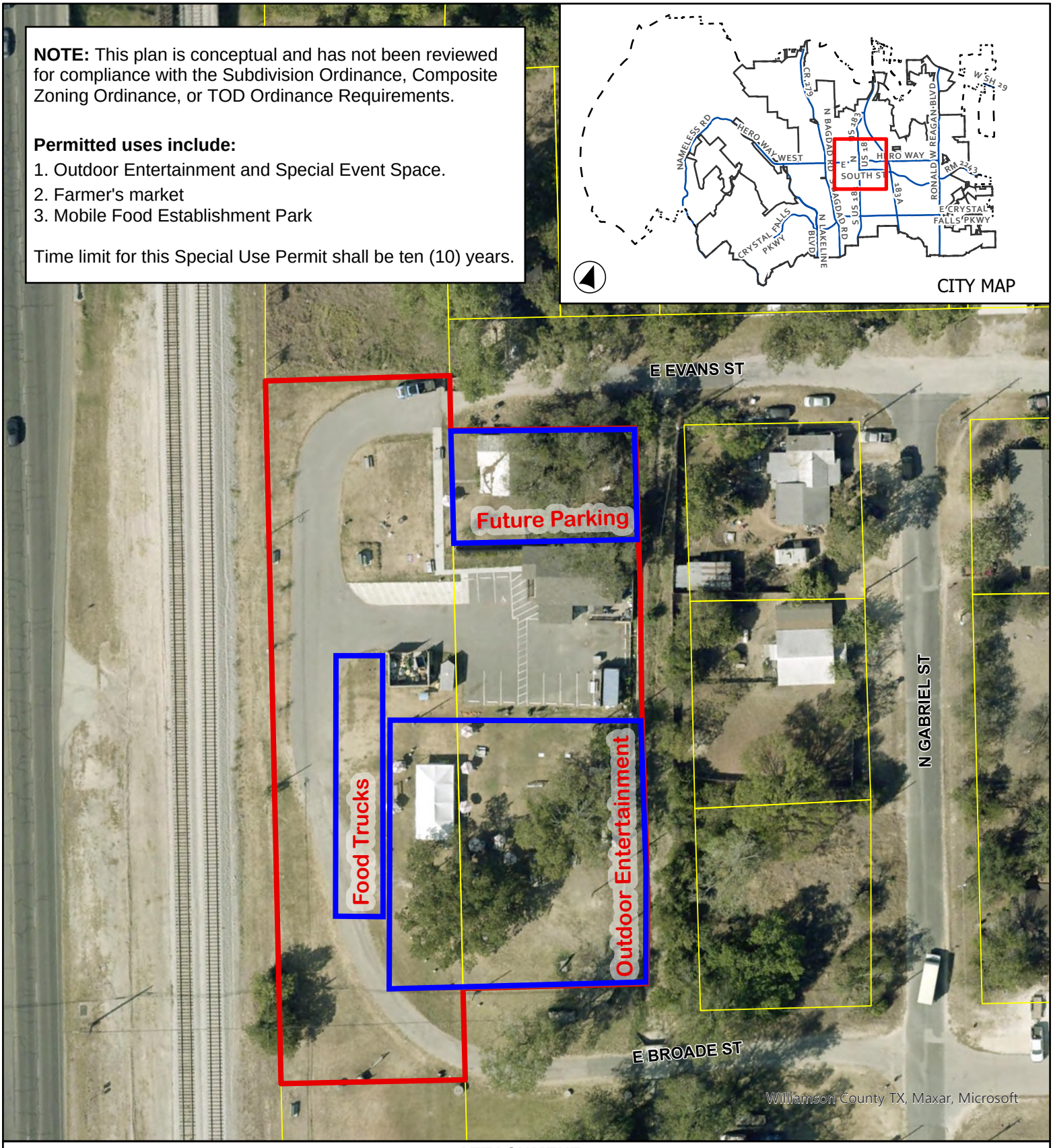
City Limits
ETJ
Subject Boundary
Waste Water Line
Water Main Line

NOTE: This plan is conceptual and has not been reviewed for compliance with the Subdivision Ordinance, Composite Zoning Ordinance, or TOD Ordinance Requirements.

Permitted uses include:

1. Outdoor Entertainment and Special Event Space.
2. Farmer's market
3. Mobile Food Establishment Park

Time limit for this Special Use Permit shall be ten (10) years.



CASE: Z-25-0167

ATTACHMENT 7

5TH ELEMENT BREWING SPECIAL USE PERMIT

Conceptual 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 herin provided.

0 25 50

Feet

- Leander City Limits
- Subject Boundary
- Conceptual Plan

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.

total of 13 property owners within 500 ft of property were informed of the special use permit. December 28th 2023 @ 10:59am mail was sent to all property owners.

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.

13 property owners / located within 500 ft of the property owned
via mail / letter has been uploaded to City Hub.
Letter requested to call w/ comments or concerns or to stop by the brewery and discuss.

3. What concerns were raised during these communications?

no concerns raised by property owners

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

None/Not Applicable

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

Signature: _____ Date 11 Feb 2025

Mike Brune 100 E Evans St
Leander, TX, 78641
Mike@5thelementbrewing.com 512-922-3849
01/22/2024
City of Leander Residents, Council and Board members. 105 Brushy St, Leander, XT 78641
Subject: Letter of Intent for Old Town Community Gathering Space Development.
Dear City
of Leander Residents, Council and
Board members,
I hope this letter finds you
well. I am writing to express our sincere interest
in contributing to the development of the Old Town community
through the establishment of a vibrant
gathering space with a unique Beer Garden, to
be operated by 5th Element Brewing
Our vision for the Old Town community gathering space encompasses a multifaceted development aimed at fostering a sense of community and providing diverse recreational opportunities for residents and visitors alike. The key components
of our proposed
development include:
1. **Beer Garden by 5th Element Brewing: **
We propose to create a distinctive beer garden area that showcases the craftmanship of 5th Element
Brewing. This space will
serve as a hub for socializing and enjoying high-
quality, locally brewed beverages.
2. **Outdoor Seating and Entertainment: *
The gathering space will feature ample outdoor seating arrangements, creating a welcoming environment for people to
relax, socialize, and enjoy the surroundings. Live music performances on a stage, Movie and Game nights will further enhance the
entertainment experience.
3.
**Food
Truck
Park: *
Adesignated area wil be allocated for food trucks offering avariety of culinary delights, ensuring a diverse range of dining options for the community

4. **Kids Park and Dog
Park: *
Family-friendly elements
are integral to our vision, and we plan to include
dedicated spaces

for both children and pets. A well-designed kids park and dog park will cater to the needs of families and pet owners in the community.

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 5TH ELEMENT BREWING SPECIAL USE PERMIT TO ALLOW FOR OUTDOOR ENTERTAINMENT, SPECIAL EVENT SPACE, FARMER'S MARKET, AND A MOBILE FOOD ESTABLISHMENT PARK; 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 1.56 acres ±; being more particularly described in Exhibit "A"; generally located at the western terminus of E. Broade Street and N. Gabriel Street; identified by Williamson Central Appraisal District tax identification number R302875, R036054, and R565244; more particularly described in Instrument Numbers 2018021763 and 2024047220; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Special Use Permit is hereby approved to allow for outdoor entertainment and special event space, Farmer's Market, and Mobile Food Establishment Park uses as conceptually shown in Exhibit "A". The term of this permit shall be limited to a time frame of ten (10) years. At the end of this term, the applicant has the ability to request an extension.

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

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

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

PASSED AND APPROVED on First Reading this the 18th day of December, 2025.
FINALLY PASSED AND APPROVED on this the 6th day of January, 2026.

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, November 13, 2025
Regular Meeting at 6:00 PM

[IGNORE_INDENT]

Place 1 – Donnie Mahan, Chair	**Place 5 – James Oliver**
Place 2 – Joseph Morales	**Place 6 –Laura Lantrip, Vice Chair**
Place 3 – Karen Lewis	**Place 7 –Tyler Bray**
Place 4 – Jay Coat	**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 November 6, 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.

6. Swearing in of Planning & Zoning Commissioners Karen Lewis, James Oliver, Jay Coats, and Tyler Bray.

7. Election of Chair.

   a. Nomination for position of Chair.
   b. Discussion of Nominees.
   c. Election of Chair.

   Motion to nominate Donnie Mahan as Chair

   By: Board Member Oliver
   Seconded: Board Member Lantrip

   Vote: 7 - 0

8. Election of Vice Chair.

a. Nomination for position of Vice Chair.
b. Discussion of Nominees.
c. Election of Vice Chair.

Motion to nominate Laura Lantrip as Vice Chair

By: Board Member Mahan
Seconded: Board Member Oliver

Vote: 7 - 0

9. Review of Board Reference Book including Rules of Procedure adopted by the City Council.

Presentation by City Secretary Dara Crabtree.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 10-14.

By: Board Member Morales
Seconded: Board Member Lewis

Vote: 7-0

10. Approval of the minutes for meeting held on October 9, 2025.

11. Approval of the extension of the application expiration for Subdivision Case FP-23-0129 Villas at Speaking Rock Final Plat; on one (1) parcel of land 10.756 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 513825, generally located east of Osage Drive and north of Durango Hills, Leander, Travis County, Texas.

12. Approval of the extension of the application expiration for Subdivision Case FP-24-0150 Leander ISD Elementary School #30 Final Plat; on one (1) parcel of land 31.417 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R624045, generally located northwest of the intersection of San Gabriel Parkway and Frontenac Street, Leander, Williamson County, Texas.

13. Approval of the extension of the application expiration for Subdivision Case PICP-23-0112 Villas at Speaking Rock Construction Plan; on one (1) parcel of land 10.756 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 513825, generally located east of Osage Drive and north of Durango Hills, Leander, Travis County, Texas.

14. Approval of the extension of the application expiration for Subdivision Case PICP-24-0139 Leander Business Center Public Waterline Construction Plan; on one (1) Parcel of land 10.249 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R031713, commonly known as 80 Mockingbird Hill, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

15. Conduct a Public Hearing regarding Special Use Case Z-25-0167 to consider action on a Special Use Permit to allow for Outdoor Entertainment and Special Event Space, a Farmer's Market, and a Mobile Food Establishment Park, on three (3) parcels of land approximately 1.56 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R302875, R036054, and

R565244; and generally located at the western terminus of E. Broade Street and N. Gabriel Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Special Use Case Z-25-0167 as described above.

Public Hearing opened at 6:17 p.m.; Public Hearing closed at 6:17 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve Special Use Permit Z-25-0167.

By: Board Member Morales
Seconded: Board Member Lewis

Vote: 7-0

16. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0179 to amend the current zoning of GC-3-C (General Commercial) to adopt the Crossroads PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on three (3) parcels of land approximately 20.726 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032150, R032157, and R462464; and generally located south of Hero Way West, approximately 400 feet west of Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0179 as described above.

Public Hearing opened at 6:30 p.m.; Public Hearing closed at 6:34 p.m.; following discussion.

John Frushour, 1409 Pinot Noir St., Leander, Texas 78641 spoke in favor of the request.
Amy Frushour, 1409 Pinot Noir St., Leander, Texas 78641 spoke in favor of the request.

Bruce Safley, 301 N. Bagdad Rd., Leander, Texas 78641 spoke against the request.

Motion to approve Zoning Case Z-25-0179.

By: Board Member Mahan
Seconded: Board Member Lewis

Vote: 3 - 4 Board Member Lantrip, Board Member Morales, Board Member Oliver, Board Member Jay Coats

Motion failed.

17. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0183 to amend the current zoning of GC-3-C (General Commercial) to adopt the 2100 S. Bagdad Road PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land approximately 0.36 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R098183; and located at 2100 S. Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0183 as described above.

Public Hearing opened at 6:55 p.m., Public Hearing closed at 6:55 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to postpone Zoning Case Z-25-0183 to the December 11, 2025 meeting to allow the applicant to work with Staff on updating the request regarding the fencing requirements.

By: Board Member Mahan
Seconded: Board Member Lantrip

Vote: 7 - 0

18. Conduct a Public Hearing regarding Zoning Case Z-25-0198 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to GC-3-B (General Commercial) on one (1) parcel of land approximately one (1) acre ± in size, more particularly described by Williamson Central Appraisal District Parcel R341531; and generally located east of CR 269, approximately 300 feet south of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0198 as described above.

Public Hearing opened at 7:22 p.m.; Public Hearing closed at 7:24 p.m.; following discussion.

Genia Wart, 1551 CR 269, Leander, Texas 78641 spoke in favor of the request.
Suneel Vallabhaneni, 1531 CR 269, Leander, Texas 78641 spoke in favor of the request.

Motion to approve Zoning Case Z-0198.

By: Board Member Lantrip
Seconded: Board Member Oliver

Vote: 7 - 0

19. Conduct a Public Hearing regarding Special Use Case Z-24-0122 to consider action on a Special Use Permit to allow for a Mobile Food Establishment Park on one (1) parcel of land approximately 0.54 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035495; and generally located at 703 Crystal Falls Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0122 as described above.

Public Hearing opened at 7:35 p.m.,Public Hearing closed at 7:35 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve Special Use Permit Z-24-0122 for the Mobile Food Establishment with a five-year time limit with the following conditions:

1. The distance requirement is reduced from 150 feet to approximately 99.2 feet from the nearest single-family zoned property.
2. Limited hours of operation of 11:00 a.m. – 9:00 p.m. Sunday–Thursday and 11:00 a.m. – 10:00 p.m. Friday–Saturday.
3. No amplified music or loudspeakers. Modern, quiet generator systems shall be required.
4. A six-foot wood privacy fence along the neighbor's side, if requested, to reduce sound and visual impact.

By: Board Member Oliver
Seconded: Board Member Morales

Vote: 4 - 3 Board Member Lantrip, Board Member Lewis, Board Member Coats

REGULAR AGENDA

20. Discuss and consider action regarding Tree Removal Case TRP-25-0038 regarding the removal of multiple Significant and Heritage Trees associated with the Glory Hill Public Improvement Construction Plans (PICP-25-0217), generally located at the eastern terminus of Private Road 921, Williamson County, Texas.

    Postponed by the applicant.

21. 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 at southeast of the intersection of Mineral Drive and CR 175, Leander, Williamson County, Texas.

    Motion to approve the Significant and Heritage Tree Removal associated with Subdivision Case PP-25-0070.

    By: Board Member Lantrip
    Seconded: Board Member Coats

    Vote: 7 - 0

22. Adjournment
    Meeting adjourned at 7:55 p.m.

APPROVED

_____
CHAIR

ATTEST:

_____
STAFF LIAISON

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Conduct a Public Hearing regarding Zoning Case Z-25-0179 to amend the current zoning of GC-3-C (General Commercial) to adopt the Crossroads PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on three (3) parcels of land 20.726 acres ± in size, more particularly described as Williamson Central Appraisal District Parcels R032150, R032157, and R462464; and generally being located south of Hero Way West, approximately 400 feet west of Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0179 as described above.

BACKGROUND:
This request is the second step in the zoning process. The applicant has submitted a zoning change petition to adopt a PUD (Planned Unit Development) that would incorporate uses that are allowed within the HC (Heavy Commercial) use component. The PUD would allow for additional outside storage located between the buildings and screened from view from a public right of way. The proposal complies with the Comprehensive Plan and is appropriate for properties located in a Neighborhood Center area as designated by the Comprehensive Plan.

GENERAL INFORMATION:
Current Zoning: GC-3-C (General Commercial)
Proposed Zoning: Crossroads PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial)

Size and Location: The property is located near the intersection Bagdad Road and Hero Way West, including approximately 20.726 acres.

Surrounding Area: This property wraps around the Texaco and Leander Quick Mart at the intersection of Bagdad and Hero Way West. There is a daycare and senior center located along the east on Badgad Road, and more commercial and industrial uses are located across Bagdad Road.

Previous Zoning Cases:
The following zone cases were previously submitted for this property:

- 03-Z-017 requested a zone change from R-4 (Multi-Family Residential) to C-4 (Light Commercial Manufacturing) and was approved on 12/18/2003.
- 04-Z-016 requested a zone change from R-1 (Single-Family Residential) to C-2 (Heavy Commercial) and was approved on 07/15/2004.
- 07-Z-015 requested a zone change from SFU-2-B (Single-Family Urban) to GC-3-C (General Commercial) and was approved on 07/19/2007.

PROPOSED ZONING DISTRICT:

USE COMPONENT

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to allow all the uses permitted in the GC Use Component and add the following uses:

- Contractor and building material storage;
- Manufacture, assembly or processing of materials not classified as hazardous by the Fire Chief;
- Research, Testing, and Development Laboratory;
- Retail Sales, second hand resale, and services;
- Golf cart sales, rental or leasing, repair;
- Warehouse and limited distribution such as local distribution; and
- Wholesale activities.

The contents of this PUD further explain and illustrate the overall function desired for this development. A Conceptual Site Layout and Land Use Plan has been attached in Exhibit C to this PUD 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. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent uses, neighborhoods, and commercial properties within the region.

GC – GENERAL COMMERCIAL:

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

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

SITE COMPONENT

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.

Intent:

1. A Type 3 site component is intended to be utilized with LO (Local Office) and LC (Local Commercial) use components where adjacent to less restricted districts to provide for a land use transition.
2. This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
3. This component is intended to be combined with LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.
4. Compliance with Type 1 or 2 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE C (non-residential only):

Features: Three (3) or more architectural features.

Intent:

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

COMPREHENSIVE PLAN:
Applicable Comprehensive Plan goal statements

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

Applicable Future Land Use categories
NEIGHBORHOOD CENTER

- The Neighborhood Center future land use category is intended for areas that will be developed mostly as nonresidential uses that are of an appropriate use, scale, and design that is compatible with abutting or adjacent residential uses. Site design should be neighborhood-focused, prioritizing walkability, screening, light shielding, street landscaping, compatible height, etc.

  Typical uses include personal services, day care centers, small offices, fitness centers, restaurants, and retail plazas. Upper-story residential is recommended to create density to support retail, yet height limited for compatibility and scale. At the intersection of arterials and highways, more substantial retail centers and regional uses are appropriate. These locations may include hotels, vertical mixed-use, grocery stores.

  Neighborhood Centers are daily activity nodes that see high traffic and turning movements, elevating access as a critical site consideration. Street relationship to the site should be safe, pedestrian-friendly, and supportive of the use type with adequate driveways.

Desired Mix: 70-100% Non-Residential, 0-30% 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 five hundred (500') feet 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 sent letters to the property owners and HOA's within five hundred (500') feet on September 24, 2025. Following the submittal of the application, two (2) residents have reached out with questions but no concerns have been shared.

Please see the full report from the applicant attached as Exhibit 9.

HISTORY/TIMELINE:
12/18/2003 - Zoning Approved (Parcels R462464, R524559, & R524558)
07/15/2004 - Zoning Approved (Parcel R032157)
07/19/2007 - Zoning Approved (Parcel R032150)
11/13/2025 - Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:
Goode Faith Engineering (Anthony Goode) on behalf of Idea Public Schools (Kathleen Zimmermann)

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

1. Approve the proposed zoning case;
2. Deny the proposed zoning case; or
3. Approve an alternative request that may include modifications to the allowed or prohibited uses or additional standards.

Staff recommends Option 1 listed above – approve the zoning request. Staff made this recommendation based on the proposal being compatible with the surrounding uses and the Future Land Use map.

During the meeting of November 13, 2025, the Planning & Zoning Commission motioned to approve the request which failed with a 3 – 4 vote (Lantrip, Morales, Oliver, Coats).

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

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Attachments:

1. Z-25-0179 Att 1 Letter of Intent - Crossroads PUD
2. Z-25-0179 Att 2 Current Zoning - Crossroads PUD
3. Z-25-0179 Att 3 FLU Map - Crossroads PUD
4. Z-25-0179 Att 4 Public Notification - Crossroads PUD
5. Z-25-0179 Att 5 Proposed Zoning - Crossroads PUD
6. Z-25-0179 Att 6 Aerial Map - Crossroads PUD
7. Z-25-0179 Att 7 Utilities Map - Crossroads PUD
8. Z-25-0179 Att 8 PUD Notes - Crossroads PUD
9. Z-25-0179 Att 9 Neighborhood Outreach - Crossroads PUD
10. Z-25-0179 Att 10 Ordinance - Crossroads PUD
11. 11-13-2025 P & Z Minutes

September 2, 2025

City of Leander Planning
PO Box 319
Leander, TX 78641

RE: Crossroads PUD Zoning Change Letter of Intent (Z-25-0179)

Goode Faith Engineering is submitting a PUD Zoning application for Crossroads. This 21-acre property consists of three parcels and is located at the southwest corner of North Bagdad Road and Hero Way. This property is currently zoned GC-3-C, however the purchase agreement/sellers contract with our client does not allow for a more restrictive zoning therefore we are requesting a zoning change to include some of the Heavy Commercial (HC) uses included in the PUD notes.

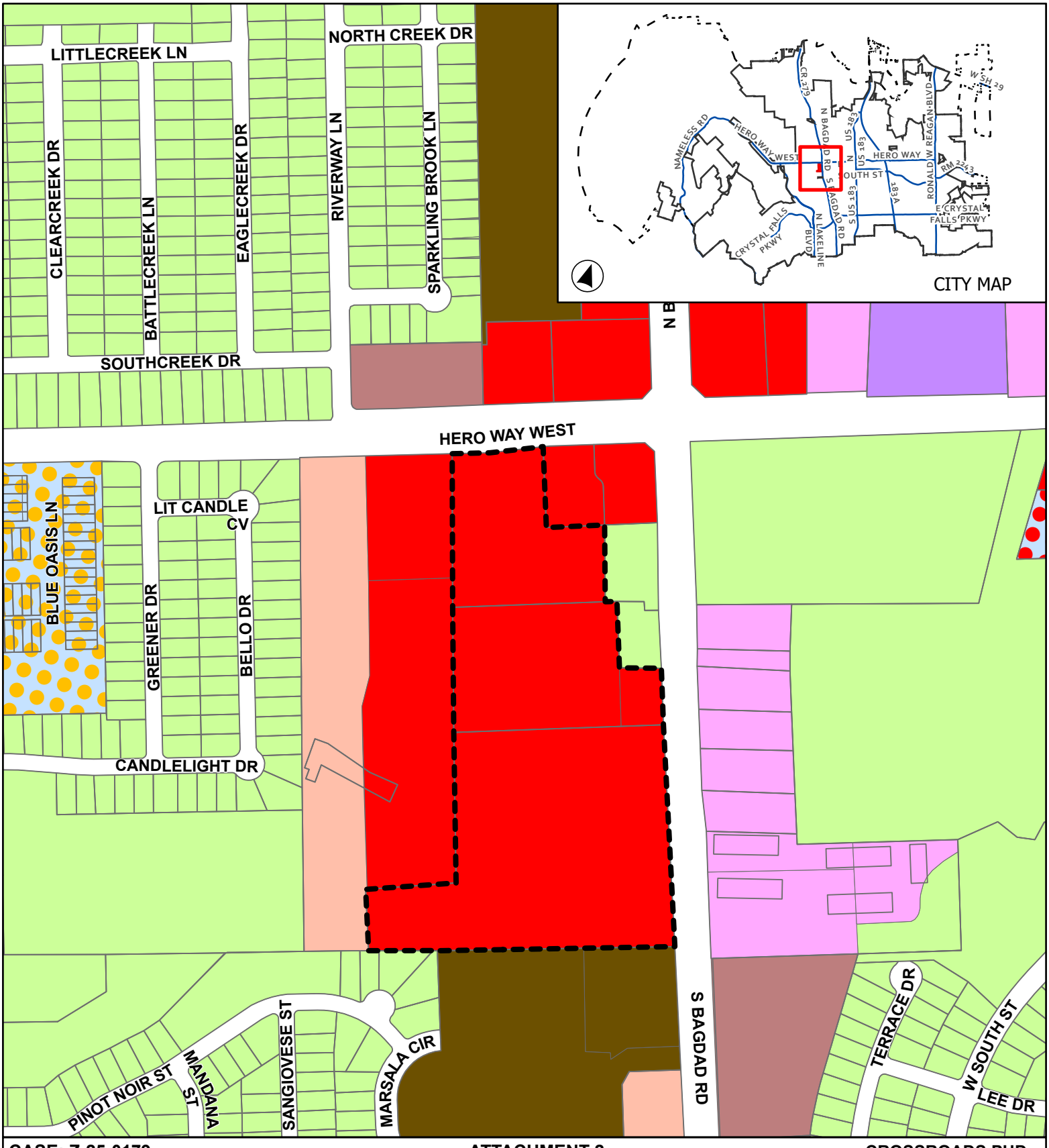
This PUD Zoning application includes Exhibit A describing the proposal and the property is shown in Exhibit B & C. It consists of 3 tracts of land that with approximately 280'of frontage on Hero with a shared driveway and then about 850' of frontage on Bagdad Road. Only about 300'of the Bagdad Frontage is usable as the rest is within a floodplain. The Floodplain bisects the southern portion of the property limiting the total developable area to about 13 acres. The site has a relative high point about 400' from Hero sending drainage to the north/Hero. The rest of the property drains to the creek/floodplain to the south. There are some large trees in the southern half of the tract but many appear to be diseased/dying/dead. The tracts are currently vacant and have not been used for agriculture/grazing for sometime (fences are down). There appears to have been a home on the site but that was removed in 2017+/-.

The intent of this Zoning change is to allow the proposed Flex development as seen in the schematic land plan (Exhibit C) requiring some Heavy Commercial uses as defined by the City of Leander Zoning Ordinances.

Please contact me at 972.822.1682 or anthony@goodefaitheng.com if you have any questions.

Sincerely,

Anthony Goode, PE



CASE: Z-25-0179 **ATTACHMENT 2** **CROSSROADS 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 herin provided.

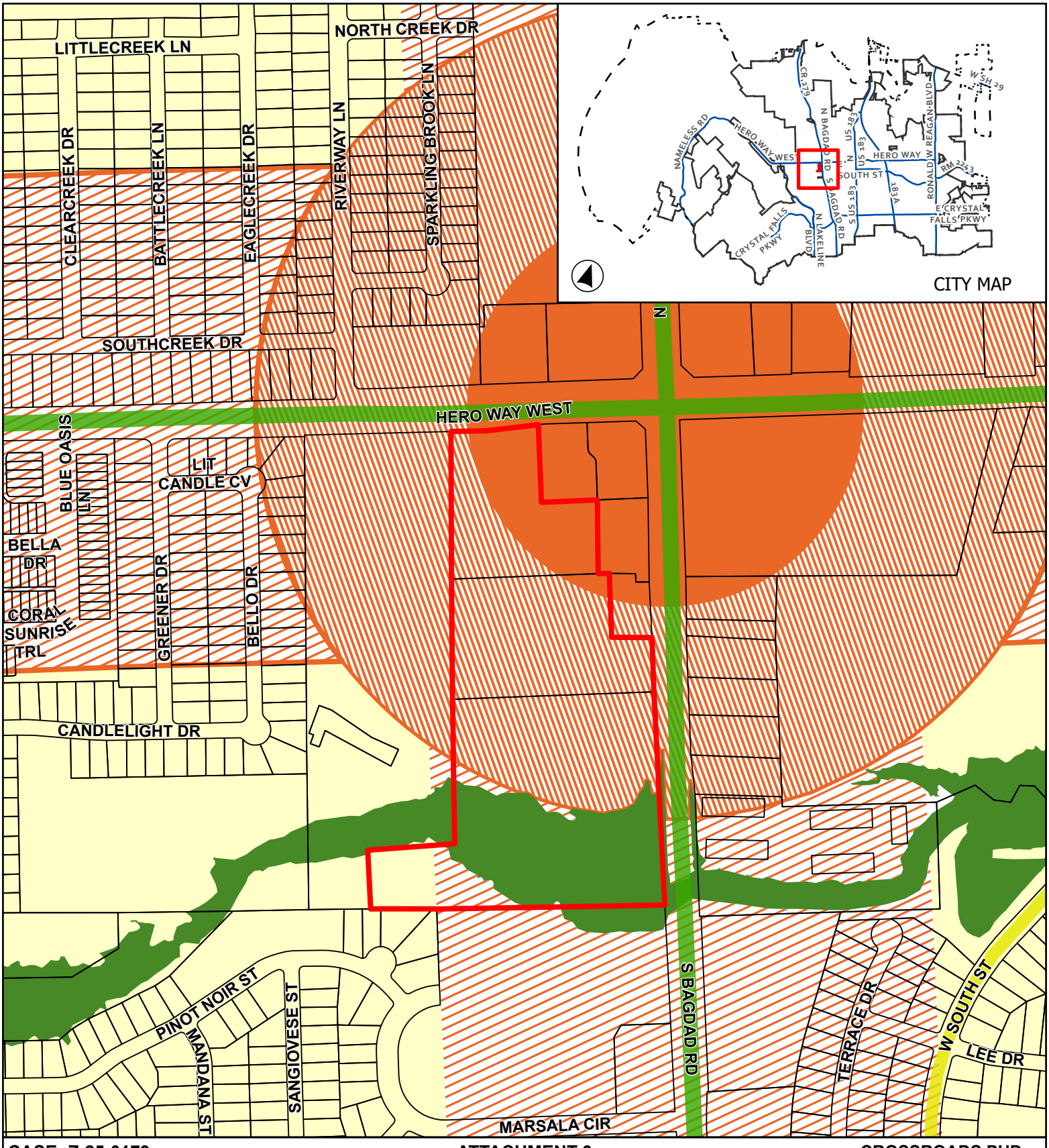
0 325 650

Feet

City Limits
ETJ
Subject Boundary

Current Zoning

SFU - Single-Family Urban
MF - Multi-Family
LO - Local Office
LC - Local Commercial
GC - General Commercial
HC - Heavy Commercial
HI - Heavy Industrial
PUD - Townhomes
PUD - General Commercial



CASE: Z-25-0179 **ATTACHMENT 3** **CROSSROADS PUD**

Future Land Use Map

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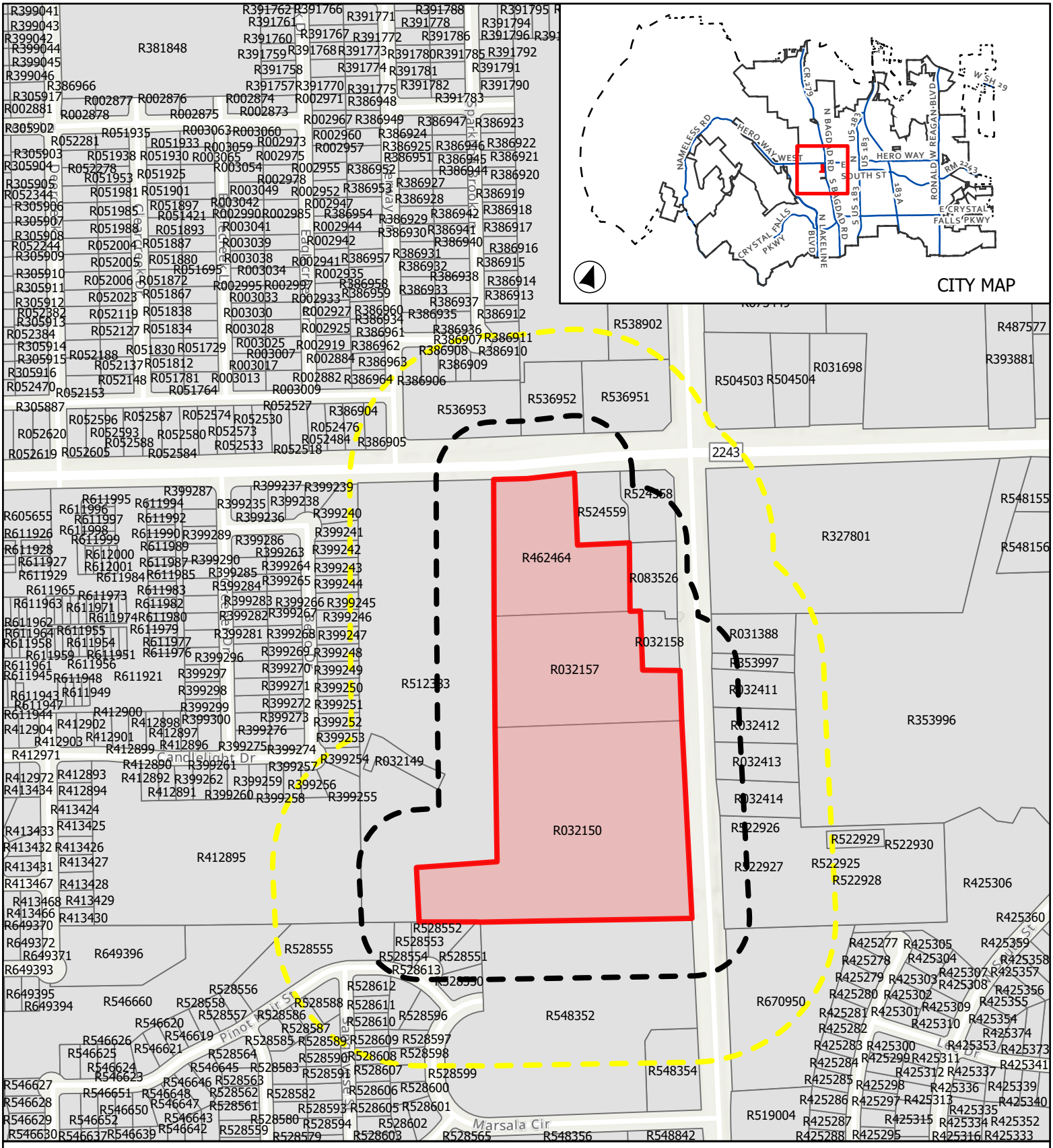
0 165 330
Feet

- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Arterial 6 Lane, Existing
- Collector, Existing
- Neighborhood Residential
- Neighborhood Center - Solid
- Multi-Use Corridor
- Multi-Use Corridor - Priority Corridor
- Neighborhood Center - Priority Corridor
- Greenway
- Parks and Preserves



CASE: Z-25-0179 **ATTACHMENT 4** **CROSSROADS**

Public Notification

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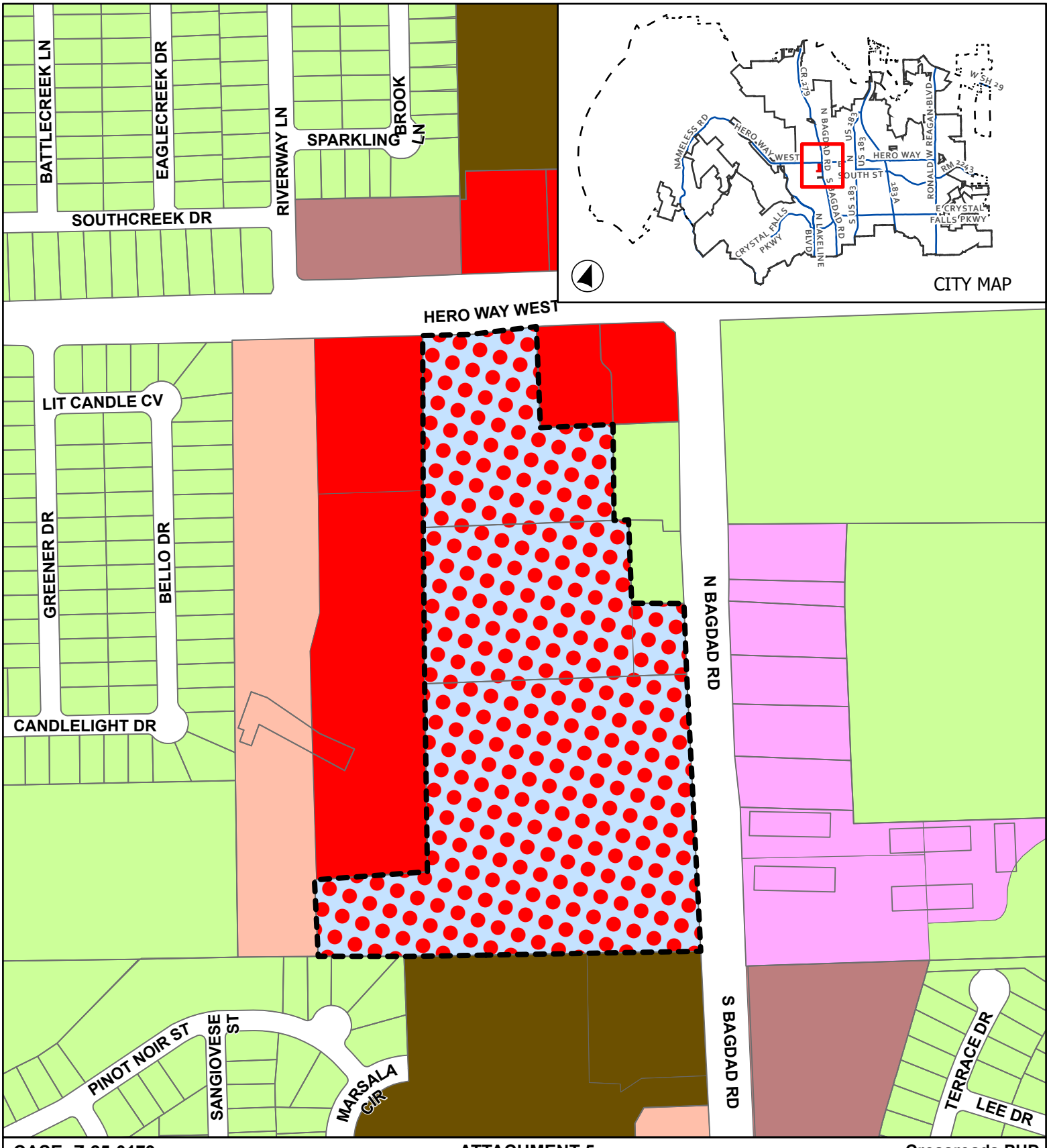
0 180 360
Feet

City Limits
ETJ
Subject Boundary

Notification Buffer
200'
500'



CASE: Z-25-0179 ATTACHMENT 5 Crossroads PUD

Proposed Zoning

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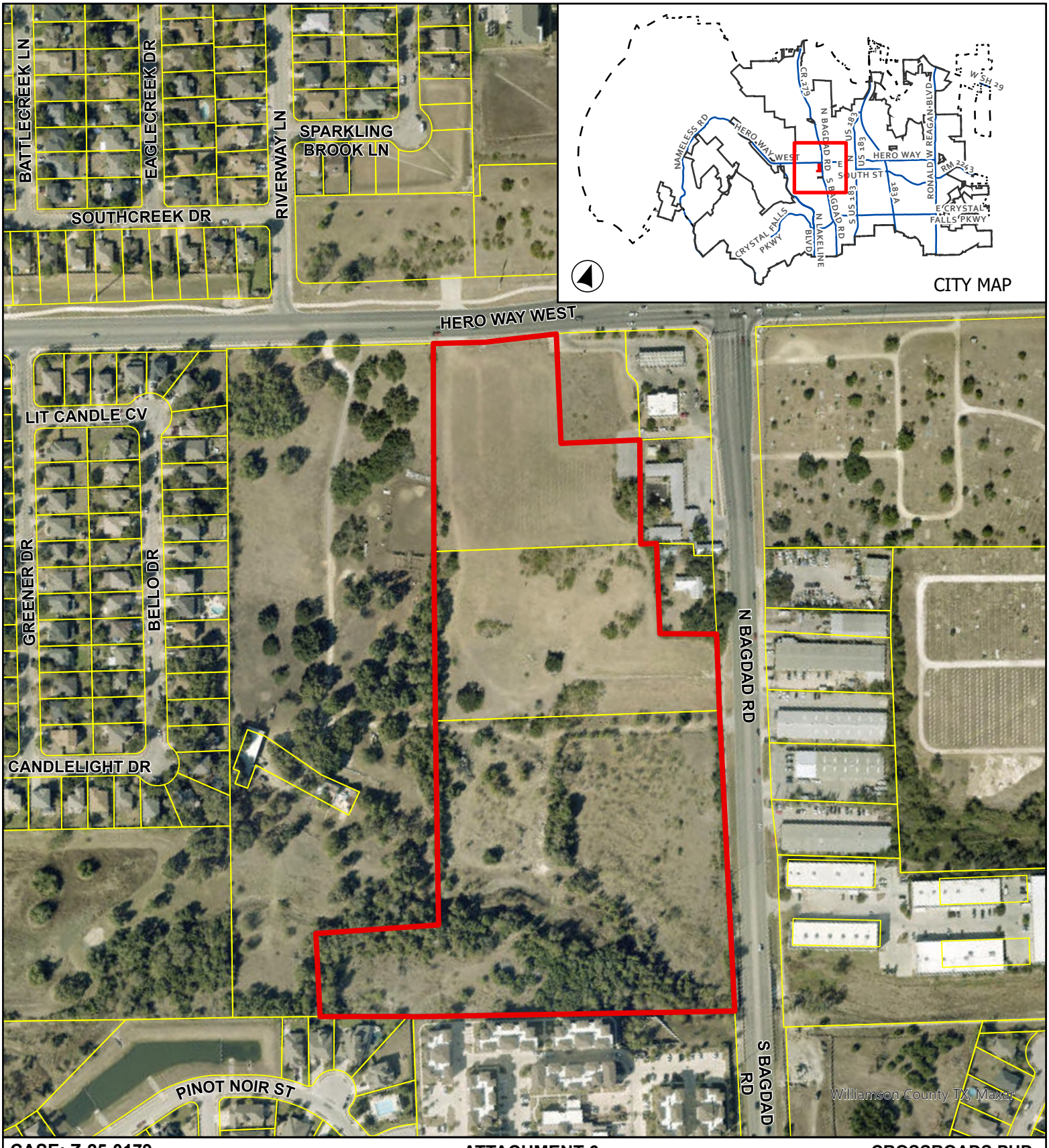
0 262.5 525
Feet

City Limits
ETJ
Subject Boundary

Proposed Zoning
SFU - Single-Family Urban
MF - Multi-Family

LO - Local Office
LC - Local Commercial
GC - General Commercial
HC - Heavy Commercial
HI - Heavy Industrial
PUD - Townhomes
PUD - General Commercial



CASE: Z-25-0179 **ATTACHMENT 6** **CROSSROADS PUD**

Aerial Map

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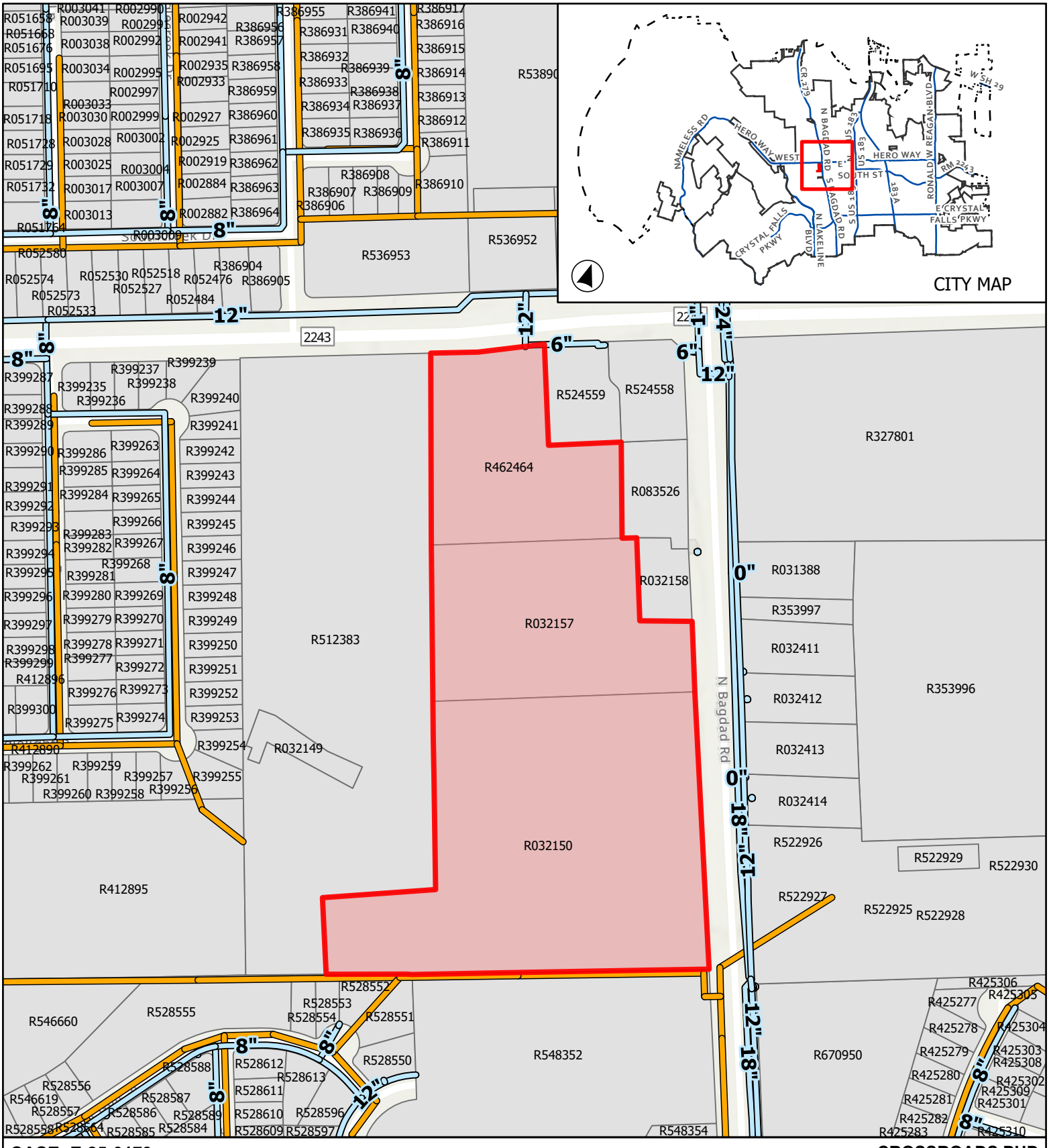
0 115 230
Feet

Leander City Limits
Subject Boundary



CASE: Z-25-0179

ATTACHMENT 7

CROSSROADS PUD

Utilities Map

City Limits
ETJ
Subject Boundary
Waste Water Line
Water Main Line

0 125 250
Feet

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 herin provided.

EXHIBIT A

Crossroads Planned Unit Development

A. Purpose and Intent

1. The Crossroads PUD is comprised of approximately 21 acres, as shown in **Exhibit B.** The development of this property includes General Commercial uses with allowances for specific uses found in the heavy commercial zoning.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with 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.

   GC-3-C (General Commercial)

C. Conceptual Site Layout & Land Use Plan

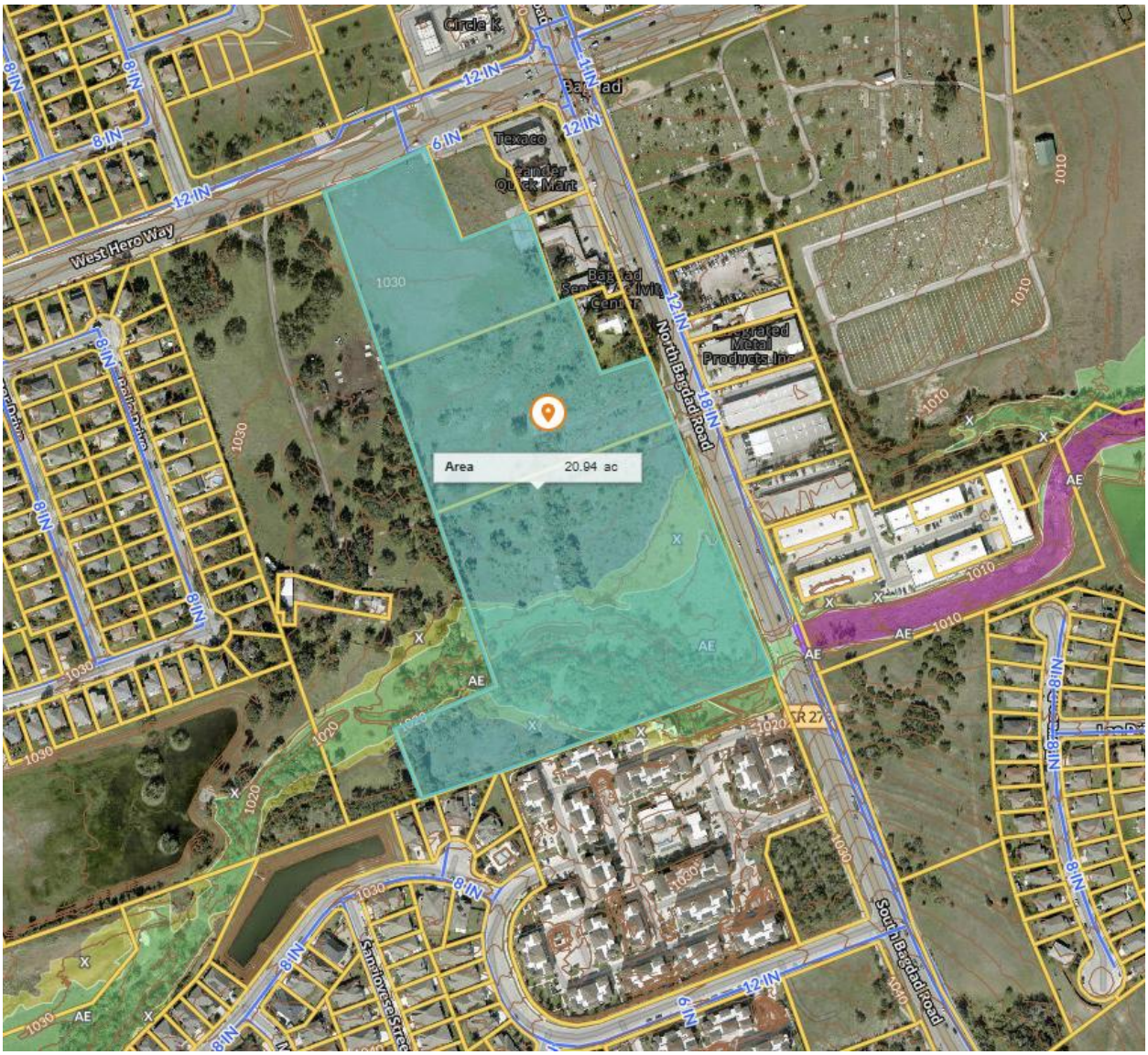
1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

D. Allowable / Prohibited Uses

1. The allowable uses shall include all uses permitted with the GC (General Commercial) use component per the Leander Composite Zoning Ordinance and the follow uses shall also be allowed:
   a. Contractor and building material storage
   b. Manufacture, assembly or processing of materials not classified as hazardous by the Fire Chief
   c. Research, Testing, and Development Laboratory
   d. Retail Sales, second hand resale, and services
   e. Golf cart sales, rental or leasing, repair
   f. Warehouse and limited distribution such as local distribution
   g. Wholesale activities

2. Outdoor Storage in accordance with Type 4 site component as described in the Composite Zoning Ordinance is allowed internal to the site. The storage areas shall be located behind the buildings, where it is not visible from neighboring properties or the roadways.

EXHIBIT B


Circle K
Texaco
West Hero Way
North Baisdad Road
Area 20.94 ac
South Baisdad Road
Samlovesa Street
12 IN
8 IN
6 IN
18 IN
AE
1030
1020
1010

HEADWATER

Exhibit C:
Conceptual Site Layout & Land Use Plan

Leander, TX

Bagdad Road

Hero Way

Building 1

Building 2

Building 3

Building 4

GC-3-C

Detention

TRUE NORTH

Graphic Scale: 1 inch = 150 feet

0 150' 300'

ALLIANCE ARCHITECTS

2025-09-22

" This plan is conceptual and has not been reviewed for compliance with the Subdivision Ordinance, Composite Zoning Ordinance, or TOD Ordinance Requirements

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.

Letters will be sent via certified mail on September 24, 2025.

See letter that was uploaded to HUB.

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.

Property owners (see Excel list) and HOA's (shown below) were notified.

CARNEROS RANCH RESIDENTIAL COMMUNITY INC

WESTWOOD (LEANDER) HOMEOWNERS ASSOCIATION INC

3. What concerns were raised during these communications?

No concerns have been raised to date.

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

No concerns have been raised to date.

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

Signature: _____ Date 9/23/2025

September 23, 2025

Dear Neighbor,

Goode Faith Engineering has submitted a zoning change request on behalf of Headwater Companies for Property IDs R462464, R032157, & R032150. The 21-acre property is located at the SW corner of West Hero Way and North Bagdad Road with frontage on both streets (does not include the 4 smaller tracts at the corner totaling 3.5 acres) and is within 500 feet of your property. We are requesting to amend the current zoning of GC-3-C to a PUD with a base zoning of GC-4-C in the back and retain the front 150' as GC-3-C with allowances for the following uses from Heavy Commercial in the GC-4-C portion:

- Contractor and building material storage (not within 1st 150')
- Manufacture, assembly or processing of materials not classified as hazardous by the Fire Chief
- Research, Testing, and Development Laboratory
- Retail Sales, secondhand resale, and services
- Warehouse and distribution
- Wholesale activities

In the coming weeks you will receive a letter from the City of Leander regarding a Planning and Zoning Commission Public Hearing.

If you have any questions or would like more information about the project, please do not hesitate to contact me.

Sincerely,

Anthony Goode, PE
Anthony@GoodeFaithEng.com
972-822-1682

WEST HERO WAY
West Hero Way
NORTH BAGDAD ROAD
Area 20.94 ac
12-IN
8-IN
18-IN
AE

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE CROSSROADS PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING OF GC-3-C (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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 20.726 acres ±; being more particularly described in Exhibit "B"; located generally located south of Hero Way West, approximately 400 feet west of Bagdad Road; identified by Williamson Central Appraisal District tax identification numbers R032150, R032157, and R462464; more particularly described in Instrument Numbers 2020015330 and 2020015270; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Crossroads PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", and "C" 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 18th day of December, 2025.
FINALLY PASSED AND APPROVED on this the 6th day of January, 2026.

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, November 13, 2025
Regular Meeting at 6:00 PM

[IGNORE_INDENT]

Place 1 – Donnie Mahan, Chair	**Place 5 – James Oliver**
Place 2 – Joseph Morales	**Place 6 –Laura Lantrip, Vice Chair**
Place 3 – Karen Lewis	**Place 7 –Tyler Bray**
Place 4 – Jay Coat	**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 November 6, 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.

6. Swearing in of Planning & Zoning Commissioners Karen Lewis, James Oliver, Jay Coats, and Tyler Bray.

7. Election of Chair.

   a. Nomination for position of Chair.
   b. Discussion of Nominees.
   c. Election of Chair.

   Motion to nominate Donnie Mahan as Chair

   By: Board Member Oliver
   Seconded: Board Member Lantrip

   Vote: 7 - 0

8. Election of Vice Chair.

a. Nomination for position of Vice Chair.
b. Discussion of Nominees.
c. Election of Vice Chair.

Motion to nominate Laura Lantrip as Vice Chair

By: Board Member Mahan
Seconded: Board Member Oliver

Vote: 7 - 0

9. Review of Board Reference Book including Rules of Procedure adopted by the City Council.

Presentation by City Secretary Dara Crabtree.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 10-14.

By: Board Member Morales
Seconded: Board Member Lewis

Vote: 7-0

10. Approval of the minutes for meeting held on October 9, 2025.

11. Approval of the extension of the application expiration for Subdivision Case FP-23-0129 Villas at Speaking Rock Final Plat; on one (1) parcel of land 10.756 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 513825, generally located east of Osage Drive and north of Durango Hills, Leander, Travis County, Texas.

12. Approval of the extension of the application expiration for Subdivision Case FP-24-0150 Leander ISD Elementary School #30 Final Plat; on one (1) parcel of land 31.417 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R624045, generally located northwest of the intersection of San Gabriel Parkway and Frontenac Street, Leander, Williamson County, Texas.

13. Approval of the extension of the application expiration for Subdivision Case PICP-23-0112 Villas at Speaking Rock Construction Plan; on one (1) parcel of land 10.756 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 513825, generally located east of Osage Drive and north of Durango Hills, Leander, Travis County, Texas.

14. Approval of the extension of the application expiration for Subdivision Case PICP-24-0139 Leander Business Center Public Waterline Construction Plan; on one (1) Parcel of land 10.249 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R031713, commonly known as 80 Mockingbird Hill, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

15. Conduct a Public Hearing regarding Special Use Case Z-25-0167 to consider action on a Special Use Permit to allow for Outdoor Entertainment and Special Event Space, a Farmer's Market, and a Mobile Food Establishment Park, on three (3) parcels of land approximately 1.56 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R302875, R036054, and

R565244; and generally located at the western terminus of E. Broade Street and N. Gabriel Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Special Use Case Z-25-0167 as described above.

Public Hearing opened at 6:17 p.m.; Public Hearing closed at 6:17 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve Special Use Permit Z-25-0167.

By: Board Member Morales
Seconded: Board Member Lewis

Vote: 7-0

16. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0179 to amend the current zoning of GC-3-C (General Commercial) to adopt the Crossroads PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on three (3) parcels of land approximately 20.726 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032150, R032157, and R462464; and generally located south of Hero Way West, approximately 400 feet west of Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0179 as described above.

Public Hearing opened at 6:30 p.m.; Public Hearing closed at 6:34 p.m.; following discussion.

John Frushour, 1409 Pinot Noir St., Leander, Texas 78641 spoke in favor of the request.
Amy Frushour, 1409 Pinot Noir St., Leander, Texas 78641 spoke in favor of the request.

Bruce Safley, 301 N. Bagdad Rd., Leander, Texas 78641 spoke against the request.

Motion to approve Zoning Case Z-25-0179.

By: Board Member Mahan
Seconded: Board Member Lewis

Vote: 3 - 4 Board Member Lantrip, Board Member Morales, Board Member Oliver, Board Member Jay Coats

Motion failed.

17. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0183 to amend the current zoning of GC-3-C (General Commercial) to adopt the 2100 S. Bagdad Road PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land approximately 0.36 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R098183; and located at 2100 S. Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0183 as described above.

Public Hearing opened at 6:55 p.m., Public Hearing closed at 6:55 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to postpone Zoning Case Z-25-0183 to the December 11, 2025 meeting to allow the applicant to work with Staff on updating the request regarding the fencing requirements.

By: Board Member Mahan
Seconded: Board Member Lantrip

Vote: 7 - 0

18. Conduct a Public Hearing regarding Zoning Case Z-25-0198 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to GC-3-B (General Commercial) on one (1) parcel of land approximately one (1) acre ± in size, more particularly described by Williamson Central Appraisal District Parcel R341531; and generally located east of CR 269, approximately 300 feet south of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0198 as described above.

Public Hearing opened at 7:22 p.m.; Public Hearing closed at 7:24 p.m.; following discussion.

Genia Wart, 1551 CR 269, Leander, Texas 78641 spoke in favor of the request.
Suneel Vallabhaneni, 1531 CR 269, Leander, Texas 78641 spoke in favor of the request.

Motion to approve Zoning Case Z-0198.

By: Board Member Lantrip
Seconded: Board Member Oliver

Vote: 7 - 0

19. Conduct a Public Hearing regarding Special Use Case Z-24-0122 to consider action on a Special Use Permit to allow for a Mobile Food Establishment Park on one (1) parcel of land approximately 0.54 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035495; and generally located at 703 Crystal Falls Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0122 as described above.

Public Hearing opened at 7:35 p.m.,Public Hearing closed at 7:35 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve Special Use Permit Z-24-0122 for the Mobile Food Establishment with a five-year time limit with the following conditions:

1. The distance requirement is reduced from 150 feet to approximately 99.2 feet from the nearest single-family zoned property.
2. Limited hours of operation of 11:00 a.m. – 9:00 p.m. Sunday–Thursday and 11:00 a.m. – 10:00 p.m. Friday–Saturday.
3. No amplified music or loudspeakers. Modern, quiet generator systems shall be required.
4. A six-foot wood privacy fence along the neighbor's side, if requested, to reduce sound and visual impact.

By: Board Member Oliver
Seconded: Board Member Morales

Vote: 4 - 3 Board Member Lantrip, Board Member Lewis, Board Member Coats

REGULAR AGENDA

20. Discuss and consider action regarding Tree Removal Case TRP-25-0038 regarding the removal of multiple Significant and Heritage Trees associated with the Glory Hill Public Improvement Construction Plans (PICP-25-0217), generally located at the eastern terminus of Private Road 921, Williamson County, Texas.

    Postponed by the applicant.

21. 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 at southeast of the intersection of Mineral Drive and CR 175, Leander, Williamson County, Texas.

    Motion to approve the Significant and Heritage Tree Removal associated with Subdivision Case PP-25-0070.

    By: Board Member Lantrip
    Seconded: Board Member Coats

    Vote: 7 - 0

22. Adjournment
    Meeting adjourned at 7:55 p.m.

APPROVED

_____
CHAIR

ATTEST:

_____
STAFF LIAISON

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Conduct a Public Hearing regarding Zoning Case Z-25-0183 to amend the current zoning of GC-3-C (General Commercial) to adopt the 2100 S. Bagdad Road PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land 0.36 acres ± in size, more particularly described as Williamson Central Appraisal District Parcel R098183; and located at 2100 S. Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0183 as described above.

BACKGROUND:
This request is the second step in the zoning process. This property was previously utilized as a day care center. The current property owner has since converted a portion of the structure to add residential use in addition to the day care center and increased the height of the fencing along Bagdad Road without first securing appropriate building permits. As a result, code enforcement cases were filed for code violations related to residential use, fencing, signage, several structures, and RV storage. The signage, structures, and RV storage cases have been resolved with the property owner securing appropriate permits. However, a zoning change is required in order to continue the existing uses on the site and to allow alternative fencing standards.

The applicant has submitted a request to change the designated zoning district of their property in order to allow for two (2) key modifications:

1. Installation of a fence taller than three (3) feet in height along Bagdad Road; and
2. Inclusion of one (1) single-family residential unit within the primary structure.

The PUD (Planned Unit Development) zoning district allows applicants to request alternative standards to support their proposed development. The proposed base zoning does comply with the Comprehensive Plan and is appropriate for properties located in a multi-use corridor identified by the Comprehensive Plan.

Under Article III, Section 14 (b)(12) of the Composite Zoning Ordinance, one (1) single-family residential unit may be located above the first floor by right as an accessory use. In this request, the residential use would be located on the first floor along with commercial use.

This PUD also includes specific development standards regarding fencing. The applicant requests that Article VI, Section 16 (e) of the Composite Zoning Ordinance not apply to the portion of the property fronting on S. Bagdad Road. The property is divided so that access to the commercial area is located off of County Cork Lane and the residential access is from S. Bagdad Road. The applicant is treating this portion of the property as the backyard area, and they would prefer a taller fence. This proposal would still prohibit fencing over three (3) feet within the site line visibility triangle where the driveway connects to S. Bagdad Road but would allow the owner to keep the current six (6) foot fence located on the front property line adjacent to S. Bagdad Road.

GENERAL INFORMATION:

Current Zoning: GC-3-C (General Commercial)
Proposed Zoning: PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial)

Size and Location: The property is located at 2100 S. Bagdad Road, including approximately 0.36 acres.

Surrounding Area: This property is located at the intersection of S. Bagdad Road and County Cork Lane, on the southeast corner of the intersection. The County Glen neighborhood is located to the east of the property and to the west is Bagdad Road. The properties north and south of the subject property are zoned General Commercial. The property to the south is being used as residential and to the north is being used as office space.

PROPOSED ZONING DISTRICT:

USE COMPONENT

PUD – PLANNED UNIT DEVELOPMENT:

The purpose and intent of the Planned Unit Development (PUD) district is to design unified standards for development in order to facilitate flexible, customized zoning and subdivision standards which encourage imaginative and innovative designs for the development of property within the City. The intent of this zoning request is to provide for **one (1) single-family unit and alternative fencing standards.** The contents of this PUD further explain and illustrate the overall function desired for this development. 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. The intent of this zoning district is to cohesively regulate the development to assure compatibility with adjacent single-family residences, neighborhoods, and commercial properties within the region.

GC – GENERAL COMMERCIAL:

Features: Any use in LC (Local Commercial) plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 square feet.
Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT

TYPE 3:

Features: Accessory buildings up to 30% of primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors, no indoor parking required.
Intent:

1. A Type 3 site component is intended to be utilized with LO (Local Office) and LC (Local Commercial) use components where adjacent to less restricted districts to provide for a land use transition.
2. This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
3. This component is intended to be combined with LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.
4. Compliance with Type 1 or 2 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT
TYPE C (non-residential only):

Features: Three (3) or more architectural features.

Intent:

(1) The Type C architectural component is intended to be utilized only in the LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) use components for intermediate quality development.

(2) Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.

(3) This component is not intended for the majority of the LO (Local Office) and LC (Local Commercial) use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Maintain and/or improve affordability and diversity in the housing market.

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 two hundred (200') feet, 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 five hundred (500') as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within five hundred (500') feet is also required to be contacted.

The applicant sent letters to all residents within the five hundred (500') foot boundary. Per the application's report, 27 out of 42 responded in favor of the proposal, and 15 have not responded. No concerns or issues have been received to date.

Please see the full report from the applicant attached as Exhibit #8.

HISTORY/TIMELINE:

01/20/1978 – Annexation (Original Incorporation)
11/13/2025 – Planning & Zoning, 1st Public Hearing
12/11/2025 – Planning & Zoning, Action

APPLICANT/AGENT:
Mark Gillespie (Owner)

RECOMMENDATION:
As part of the evaluation of this request, the City Council has the following options:
Approve the proposed zoning case;
Deny the proposed zoning case; or
Approve an alternative request that may include modifications to the development standards in regard to the fence or the allowed/prohibited uses.
Staff recommends Option 3 listed above – Approve an alternative request that may include modifications to the development standards to remove the request to not apply the fencing standards. Staff made this recommendation based on the intent of Article III, Section 14 (b)(12) of the Composite Zoning Ordinance, which permits one (1) single-family residential unit as an accessory use provided that it is located above the first floor. In this case, staff believe that allowing the accessory residential unit on the first floor with the commercial use, still aligns with the overall intent of the ordinance and supports a flexible, mixed-use development.

However, staff does not support the proposed alternative fence standards. The request to maintain a six (6') foot fence along S. Bagdad Road frontage does not meet the intent of the ordinance. It would be inconsistent with adjacent properties and established standards throughout the City. Fencing along major arterials is generally discouraged unless it consists of a masonry wall adjacent to a residential neighborhood in compliance with the setback requirements. While fencing may be permitted in certain cases for screening purposes, it is typically required to be setback from the roadway to preserve visual continuity and maintain corridor aesthetics.

During the meeting of November 13, 2025, the Planning & Zoning Commission delayed action to the meeting of December 11, 2025, to allow the applicant some additional time to work with Staff on amending the request regarding the proposed fencing standards. During the December 11, 2025 meeting, the Planning & Zoning Commission made a recommendation of approval with a 5 to 1 vote (Lantrip opposing) with the following changes:

1. Allow the fencing to remain on the property line along S. Bagdad Road.
2. Update the fencing so that the smooth side is facing towards S. Bagdad Road in compliance with the Composite Zoning Ordinance.
3. Note that the property owner is responsible for replacing the fence if there is a conflict with future utilities.

The redline edits may be found in Attachment 9.

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

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Attachments:

1. Z-25-0183 Att 1 Letter of Intent - 2100 S Bagdad Road
2. Z-25-0183 Att 2 Current Zoning - 2100 S Bagdad Road
3. Z-25-0183 Att 3 FLU Map - 2100 S Bagdad Road
4. Z-25-0183 Att 4 Public Notification - 2100 S Bagdad Road
5. Z-25-0183 Att 5 Proposed Zoning - 2100 S Bagdad Road
6. Z-25-0183 Att 6 Aerial Map- 2100 S Bagdad Road

7. Z-25-0183 Att 8 Neighborhood Outreach- 2100 S Bagdad Road
8. Z-25-0183 Att 9 2100 S Bagdad PUD Notes P&Z Redline
9. Z-25-0183 Att 10 Ordinance - 2100 S Bagdad Road
10. 11-13-2025 P & Z Minutes
11. 12-11-2025 P & Z Minutes

Letter of Intent
Zoning Change
2100 S. Bagdad Rd, Leander

Date: September 11, 2025

Subject: Letter of Intent - Zoning Change

From: Mark Gillespie

Our property located at 2100 S. Bagdad Rd, Leander, is currently zoned commercial GC-3-C (General Commercial) to accommodate for a commercial business, **Cheryl's Children's Garden Preschool (est. 2003).**

The Preschool was licensed to provide childcare for 59 children. As a result of COVID, our client enrollment was reduced. After COVID, we elected to keep enrollment lower. Consequently, several classrooms were closed and not used. My wife and I decided to move into and reside in the unused portion (approximately 1054 SF). This decision was logical and effective use of our resources.

This ***Letter of Intent*** is a provided to:

1. Request us to use a portion of this property as residential use, and
2. Request a waiver to the requirement that limits the fence over 3 feet in the side setback.
    a. **Justification for waiver.** The fence in question is located 31 feet along S. Bagdad Rd.

       Establishing our business as a daycare changed the footprint of our property. The daycare's front and main entrance is located on County Cork Lane where a circle drive is located (per recommendation of City Planners after we purchased the property). Therefore, the configuration of the property land use "rotated" making the original front yard (on S. Bagdad) the side-yard; and what was once the side yard (east side of property) became the property's "backyard." With the exception of the half-circle driveway and a 71' x 19' area on the east side, which is now our backyard, the "yards" are used as playgrounds/small play areas and in most areas the fence height is 6 feet. We have a 31' x 14' (434 square feet) area closest to S. Bagdad Rd. that is/has been used as a play area for many years. For a number of years, the fence

height in question (31' along S. Bagdad) was 4 foot pickets but after safety and security concerns raised by client-parents we replaced the 4 foot picket fence with 6 foot privacy panels (along Bagdad).

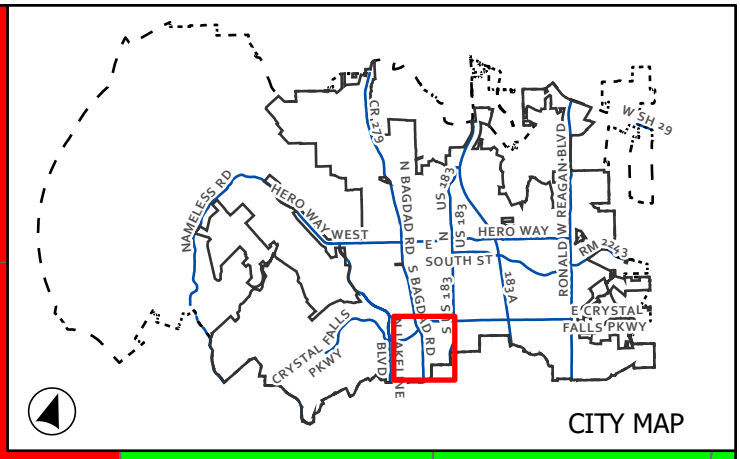
b. **Safety/Security Concerns.** It is important to point out that our property along S. Bagdad receives a lot of pedestrian foot and bike traffic along the grassy area extending onto our property:
    1. kids walking by and riding bikes on the grass, and
    2. older men who, almost daily, go to and from the corner store (on County Glenn) to make purchases.

    Also:
    - Vehicular traffic on S. Bagdad has increased exponentially.
    - Our next door neighbors (duplex) at 2102 S. Bagdad, park multiple cars and trucks (5-7) in their front yard and right up against my fence and property line which creates a tremendous eyesore! In the past, they have also driven in the grassy area between my fence and drainage ditch on S. Bagdad to access S. Bagdad because there were too many vehicles in their front yard for them to use their driveway. I have asked them to discontinue driving through my property and I eventually placed a concrete curb-stop between our properties to block their access.
    - Over the past 22 years, our mail box has been replaced 4 times – 2 times due to what appeared to be vehicles striking the mail box and two times due to what appeared to be vandalism by people using a pipe or bat.
    - We also frequently find broken bottles, trash and used syringes in the drainage ditch and pathway between the fence and ditch along S. Bagdad.

    For these reasons, we feel a 6 ft fence is warranted and is also desired by our client-parents.

Mark

Mark Gillespie



COUNTY CORK LN

S BAGDAD RD

CASE: Z-25-0183 **ATTACHMENT 2** **2100 S BAGDAD RD PUD**

Current Zoning

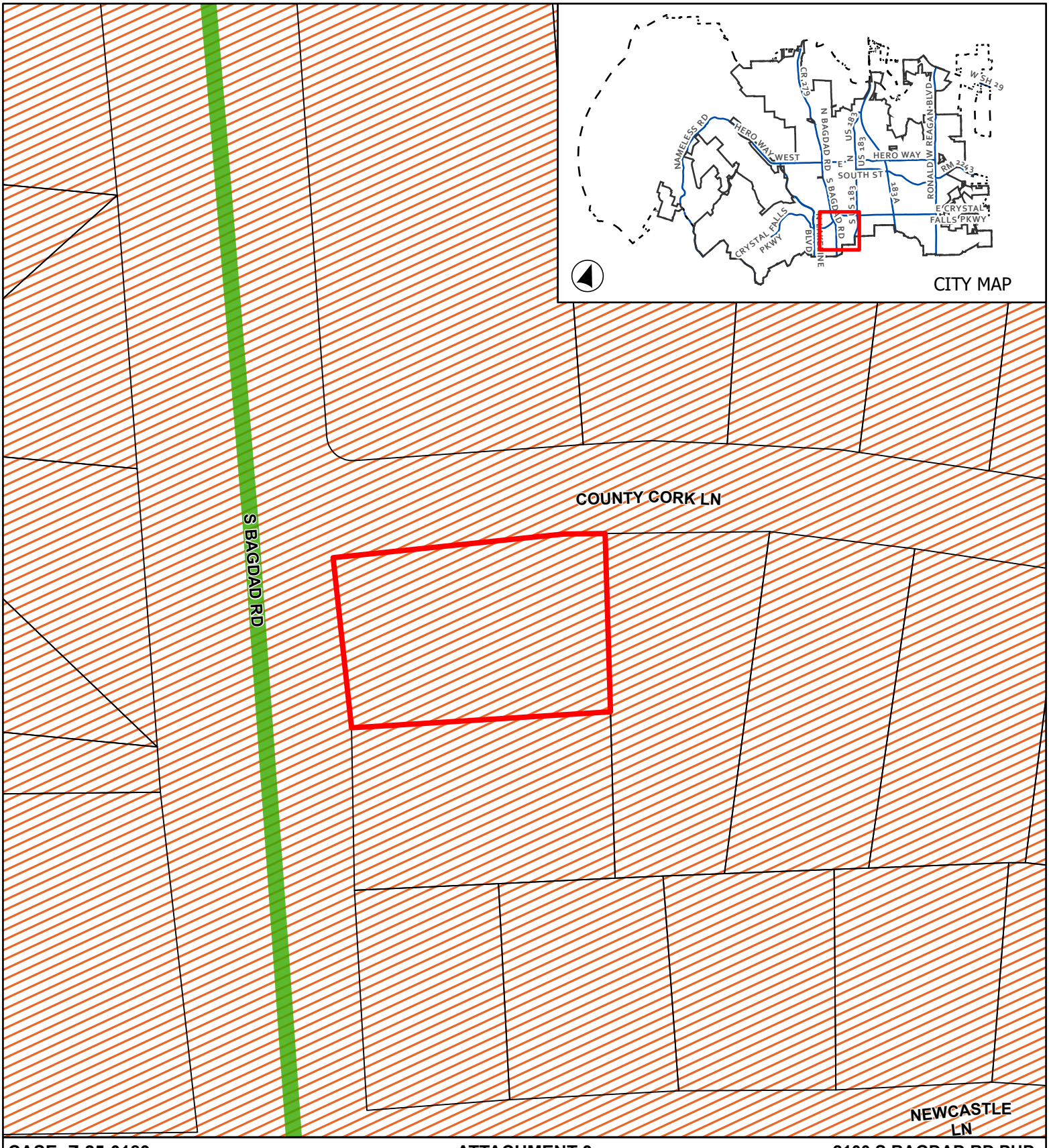
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

0 45 90

Feet

City Limits
ETJ
Subject Boundary

Current Zoning
SFE - Single-Family Estate
SFU - Single-Family Urban
LC - Local Commercial
GC - General Commercial



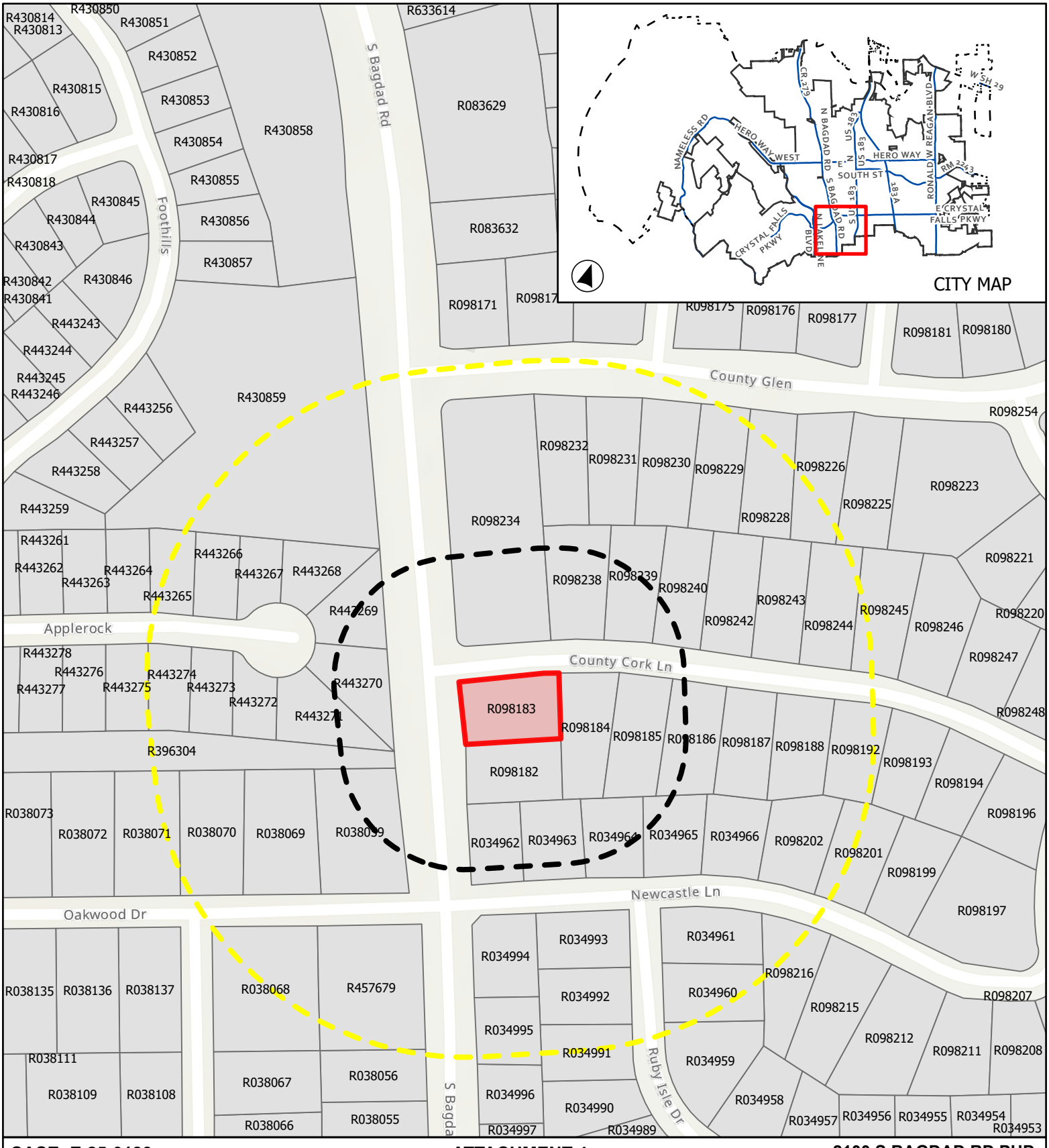
CASE: Z-25-0183 **ATTACHMENT 3** **2100 S BAGDAD RD PUD**

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 herin provided.

0 30 60
Feet

- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Arterial 6 Lane, Existing
- Multi-Use Corridor



CASE: Z-25-0183 **ATTACHMENT 4** **2100 S BAGDAD RD PUD**

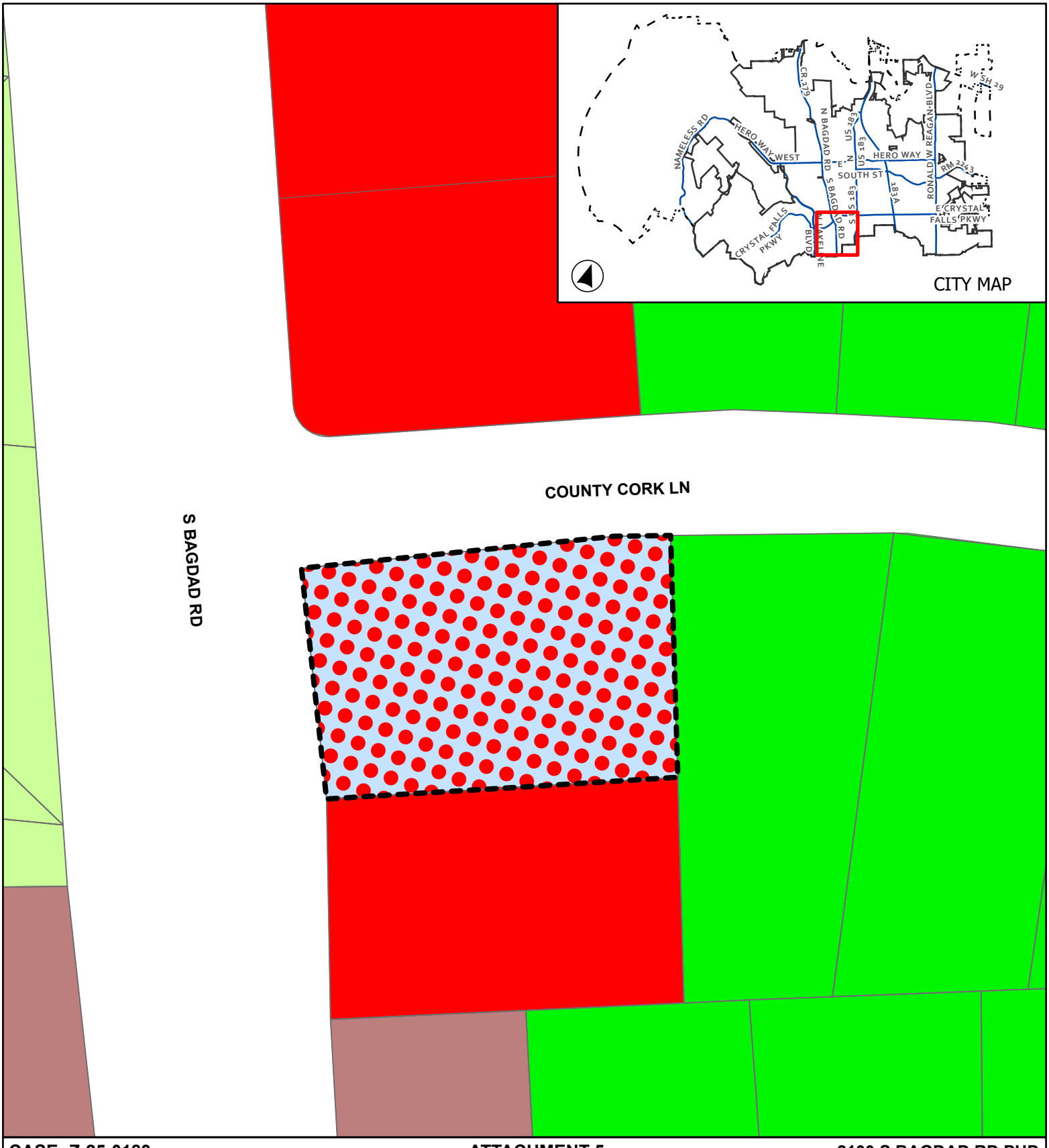
Public Notification

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 herin provided.

0 80 160
Feet

City Limits
ETJ
Subject Boundary

Notification Buffer
200'
500'



CASE: Z-25-0183 **ATTACHMENT 5** **2100 S BAGDAD RD PUD**

Proposed 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 herin provided.

0 45 90

Feet

City Limits
ETJ
Subject Boundary

Proposed Zoning
SFE - Single-Family Estate

SFU - Single-Family Urban
LC - Local Commercial
GC - General Commercial
PUD - General Commercial

CASE: Z-25-0183 **ATTACHMENT 6** **2100 S BAGDAD RD 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 herin provided.

0 15 30

Feet

Leander City Limits

Subject 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.

Letters were mailed on 5/13/25.
[illegible] for a [illegible] ked

AS OF 7/8/25 27 of 42 Respondents IN FAVOR - NO ISSUE
15 RESIDENTS HAVE NOT RESPONDED 2 MAILINGS

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.

See attached spreadsheet -

AS OF 7/8/25 - 27 of 42 have responded. NO HOA

3. What concerns were raised during these communications?

Awaiting Response. I'd be shocked if there were any negative comments

7/8/25 ALL POSITIVE NO OPPOSITION

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

None to date

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

Signature: [signature] Date 5-20-25
7-8-25

Date: May 13, 2025

Subject: **Zoning Change Application for 2100 S. Bagdad Rd, Leander, TX 78641**

To: Residential Property Owner Within 500 Feet of 2100 S. Bagdad Rd

My name is Mark Gillespie. My wife (Cheryl) and I have owned the property located at 2100 S. Bagdad Rd., Leander, TX 78641 since 2004. We purchased the property (a duplex) and turned it into a preschool (Cheryl's Children's Garden Preschool). When we purchased the property, it had been re-zoned as General Commercial (GC). Since COVID, we have downsized our preschool enrollment which created empty (unused) space. To better utilize a portion of the unused space, Cheryl and I moved in to this space and it is where we live. Therefore, we reside in approximately 1/3 of the building.

In accordance with City of Leander zoning ordinances, since we moved into the property zoned **commercial**, I must submit a zoning application for **residential/mixed-use.** The zoning application requires that I contact residential property owners within 500 feet of my property (such as yourself) and determine from them (you) if you are impacted by my zoning application.

If you will, please answer the following questions and comment if necessary. Use the SAS envelope and mail back to me as soon as possible. If you have any questions, call me at 512-680-5851.

1. I am not impacted by the zoning application described above. (True) False
2. I support the rezoning application as described above (True) False

Comments:

[redacted]

Thank you!

Mark Gillespie
2100 S. Bagdad Rd
Leander, TX 78641

EXHIBIT A

2100 S. Bagdad Planned Unit Development

A. Purpose and Intent

1. The 2100 S. Bagdad PUD is comprised of approximately 0.36 acres, as shown in **Exhibit B.** The development of this property includes a mixed use of residential and daycare.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with 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.

   GC-3-C (General Commercial)

C. Conceptual Site Layout & Land Use Plan

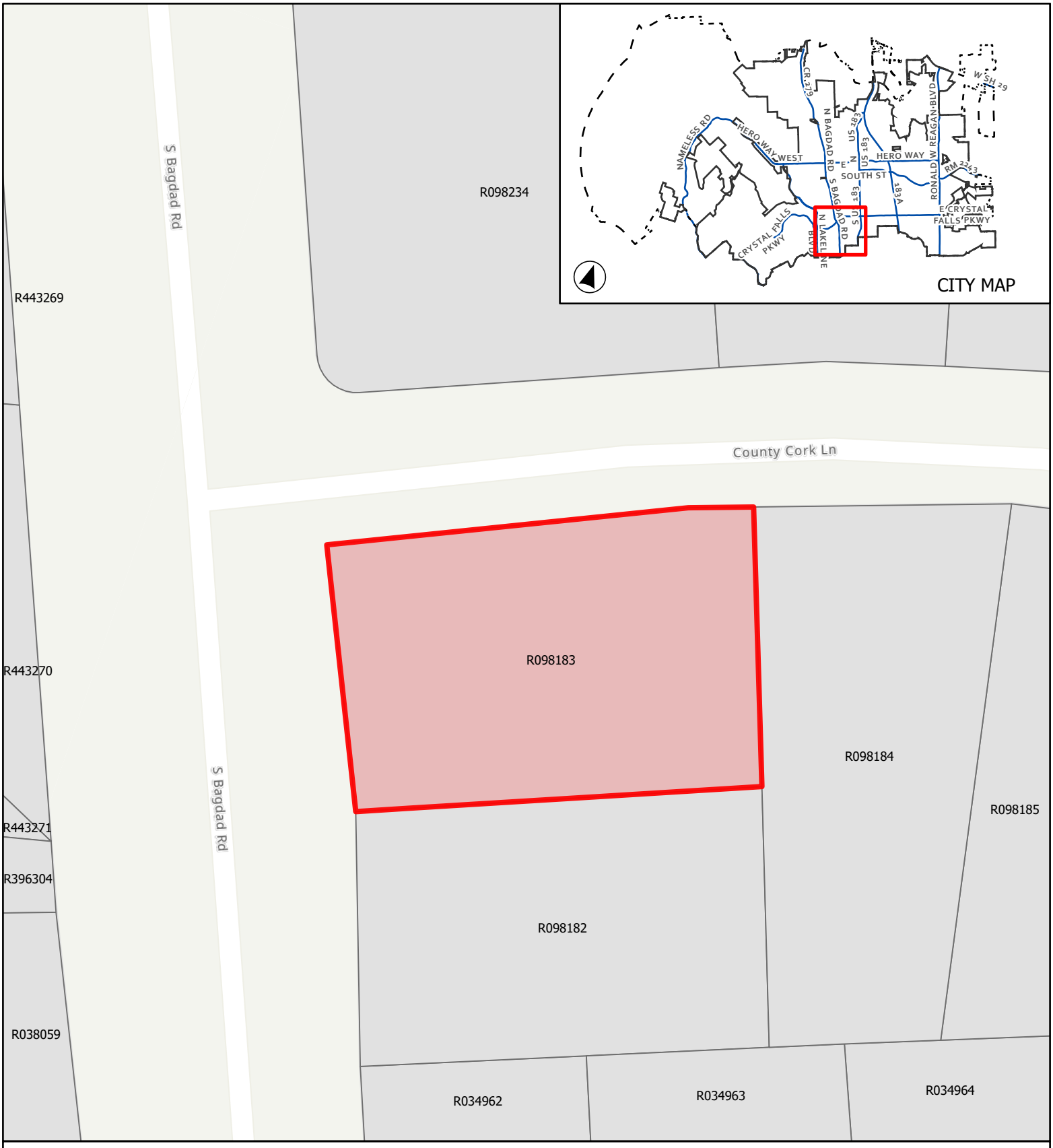
1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C**, to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended to serve as a final document.

D. Allowable / Prohibited Uses

1. The allowable uses shall include all uses permitted in the GC (General Commercial) use component and the additional uses below:
   a. One single-family residential unit

E. Development Standards

~~1.~~ Article VI, Section 16(e) of the Composite Zoning Ordinance shall ~~not~~ be modified to allow a fence six (6') feet in height along the property line ~~applied to the portion~~ along S. Bagdad Road. This fencing shall comply with the ordinance requirements that require that the finished (smooth) side is facing the right-of-way (ROW), This waiver to the code requirements shall no longer apply once the day care use ceases to operate. At that time, the fencing shall be removed. The fencing may remain in the Public Utility Easement (PUE), if utility work is required any repair or replacement of the fencing shall be at the property owner's expense.



CASE: Z-25-0183 **EXHIBIT B** **2100 S BAGDAD RD PUD ZONING**

Location Map

City Limits
ETJ
Subject Boundary

0 20 40
Feet

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CASE: Z-25-0183

EXHIBIT C
CONCEPTUAL SITE LAYOUT & LAND USE PLAN

2100 S BAGDAD RD
PUD ZONING

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 herin provided.

0 20 40
Feet

- Leander City Limits
- Subject Boundary
- Williamson County Parcels

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE 2100 S. BAGDAD ROAD PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF GC-3-C (GENERAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

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

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 0.36 acres ±; being more particularly described in Exhibit "B"; generally known as 2100 S. Bagdad Road, Leander, Texas; identified by Williamson Central Appraisal District tax identification number R098183; more particularly described in Instrument Number 2003122078; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the 2100 S. Bagdad Road PUD (Planned Unit Development) with the base zoning district of GC-3-C (General Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A", "B", and "C" 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 18th day of December, 2025.
FINALLY PASSED AND APPROVED on this the 6th day of January, 2026.

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, November 13, 2025
Regular Meeting at 6:00 PM

[IGNORE_INDENT]

Place 1 – Donnie Mahan, Chair	**Place 5 – James Oliver**
Place 2 – Joseph Morales	**Place 6 –Laura Lantrip, Vice Chair**
Place 3 – Karen Lewis	**Place 7 –Tyler Bray**
Place 4 – Jay Coat	**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 November 6, 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.

6. Swearing in of Planning & Zoning Commissioners Karen Lewis, James Oliver, Jay Coats, and Tyler Bray.

7. Election of Chair.

   a. Nomination for position of Chair.
   b. Discussion of Nominees.
   c. Election of Chair.

   Motion to nominate Donnie Mahan as Chair

   By: Board Member Oliver
   Seconded: Board Member Lantrip

   Vote: 7 - 0

8. Election of Vice Chair.

a. Nomination for position of Vice Chair.
b. Discussion of Nominees.
c. Election of Vice Chair.

Motion to nominate Laura Lantrip as Vice Chair

By: Board Member Mahan
Seconded: Board Member Oliver

Vote: 7 - 0

9. Review of Board Reference Book including Rules of Procedure adopted by the City Council.

Presentation by City Secretary Dara Crabtree.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 10-14.

By: Board Member Morales
Seconded: Board Member Lewis

Vote: 7-0

10. Approval of the minutes for meeting held on October 9, 2025.

11. Approval of the extension of the application expiration for Subdivision Case FP-23-0129 Villas at Speaking Rock Final Plat; on one (1) parcel of land 10.756 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 513825, generally located east of Osage Drive and north of Durango Hills, Leander, Travis County, Texas.

12. Approval of the extension of the application expiration for Subdivision Case FP-24-0150 Leander ISD Elementary School #30 Final Plat; on one (1) parcel of land 31.417 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R624045, generally located northwest of the intersection of San Gabriel Parkway and Frontenac Street, Leander, Williamson County, Texas.

13. Approval of the extension of the application expiration for Subdivision Case PICP-23-0112 Villas at Speaking Rock Construction Plan; on one (1) parcel of land 10.756 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 513825, generally located east of Osage Drive and north of Durango Hills, Leander, Travis County, Texas.

14. Approval of the extension of the application expiration for Subdivision Case PICP-24-0139 Leander Business Center Public Waterline Construction Plan; on one (1) Parcel of land 10.249 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R031713, commonly known as 80 Mockingbird Hill, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

15. Conduct a Public Hearing regarding Special Use Case Z-25-0167 to consider action on a Special Use Permit to allow for Outdoor Entertainment and Special Event Space, a Farmer's Market, and a Mobile Food Establishment Park, on three (3) parcels of land approximately 1.56 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R302875, R036054, and

R565244; and generally located at the western terminus of E. Broade Street and N. Gabriel Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Special Use Case Z-25-0167 as described above.

Public Hearing opened at 6:17 p.m.; Public Hearing closed at 6:17 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve Special Use Permit Z-25-0167.

By: Board Member Morales
Seconded: Board Member Lewis

Vote: 7-0

16. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0179 to amend the current zoning of GC-3-C (General Commercial) to adopt the Crossroads PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on three (3) parcels of land approximately 20.726 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032150, R032157, and R462464; and generally located south of Hero Way West, approximately 400 feet west of Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0179 as described above.

Public Hearing opened at 6:30 p.m.; Public Hearing closed at 6:34 p.m.; following discussion.

John Frushour, 1409 Pinot Noir St., Leander, Texas 78641 spoke in favor of the request.
Amy Frushour, 1409 Pinot Noir St., Leander, Texas 78641 spoke in favor of the request.

Bruce Safley, 301 N. Bagdad Rd., Leander, Texas 78641 spoke against the request.

Motion to approve Zoning Case Z-25-0179.

By: Board Member Mahan
Seconded: Board Member Lewis

Vote: 3 - 4 Board Member Lantrip, Board Member Morales, Board Member Oliver, Board Member Jay Coats

Motion failed.

17. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0183 to amend the current zoning of GC-3-C (General Commercial) to adopt the 2100 S. Bagdad Road PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land approximately 0.36 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R098183; and located at 2100 S. Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0183 as described above.

Public Hearing opened at 6:55 p.m., Public Hearing closed at 6:55 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to postpone Zoning Case Z-25-0183 to the December 11, 2025 meeting to allow the applicant to work with Staff on updating the request regarding the fencing requirements.

By: Board Member Mahan
Seconded: Board Member Lantrip

Vote: 7 - 0

18. Conduct a Public Hearing regarding Zoning Case Z-25-0198 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to GC-3-B (General Commercial) on one (1) parcel of land approximately one (1) acre ± in size, more particularly described by Williamson Central Appraisal District Parcel R341531; and generally located east of CR 269, approximately 300 feet south of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0198 as described above.

Public Hearing opened at 7:22 p.m.; Public Hearing closed at 7:24 p.m.; following discussion.

Genia Wart, 1551 CR 269, Leander, Texas 78641 spoke in favor of the request.
Suneel Vallabhaneni, 1531 CR 269, Leander, Texas 78641 spoke in favor of the request.

Motion to approve Zoning Case Z-0198.

By: Board Member Lantrip
Seconded: Board Member Oliver

Vote: 7 - 0

19. Conduct a Public Hearing regarding Special Use Case Z-24-0122 to consider action on a Special Use Permit to allow for a Mobile Food Establishment Park on one (1) parcel of land approximately 0.54 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035495; and generally located at 703 Crystal Falls Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0122 as described above.

Public Hearing opened at 7:35 p.m.,Public Hearing closed at 7:35 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve Special Use Permit Z-24-0122 for the Mobile Food Establishment with a five-year time limit with the following conditions:

1. The distance requirement is reduced from 150 feet to approximately 99.2 feet from the nearest single-family zoned property.
2. Limited hours of operation of 11:00 a.m. – 9:00 p.m. Sunday–Thursday and 11:00 a.m. – 10:00 p.m. Friday–Saturday.
3. No amplified music or loudspeakers. Modern, quiet generator systems shall be required.
4. A six-foot wood privacy fence along the neighbor's side, if requested, to reduce sound and visual impact.

By: Board Member Oliver
Seconded: Board Member Morales

Vote: 4 - 3 Board Member Lantrip, Board Member Lewis, Board Member Coats

REGULAR AGENDA

20. Discuss and consider action regarding Tree Removal Case TRP-25-0038 regarding the removal of multiple Significant and Heritage Trees associated with the Glory Hill Public Improvement Construction Plans (PICP-25-0217), generally located at the eastern terminus of Private Road 921, Williamson County, Texas.

    Postponed by the applicant.

21. 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 at southeast of the intersection of Mineral Drive and CR 175, Leander, Williamson County, Texas.

    Motion to approve the Significant and Heritage Tree Removal associated with Subdivision Case PP-25-0070.

    By: Board Member Lantrip
    Seconded: Board Member Coats

    Vote: 7 - 0

22. Adjournment
    Meeting adjourned at 7:55 p.m.

APPROVED

_____
CHAIR

ATTEST:

_____
STAFF LIAISON

MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, December 11, 2025
Regular Meeting at 6:00 PM

Place 1 – Donnie Mahan	**Place 5 – James Oliver, Chair**
Place 2 – Joseph Morales	**Place 6 –Laura Lantrip, Vice-Chair**
Place 3 – Karen Lewis	**Place 7 –Tyler Bray**
Place 4 – Jay Coats	**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 except Commissioner Karen Lewis was absent and Commissioner Joseph Morales arrived at 6:06 p.m.

3. Director's report to the Planning & Zoning Commission on action taken by City Council on the November 20, 2026 and December 10, 2025 meetings.

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 6-13.

By: Board Member Oliver
Seconded: Board Member Coats

Vote: 5 - 0

6. Approval of the minutes for meeting held on November 13, 2025.

7. Approval of the extension of the application expiration for Subdivision Case PICP-22-0020 Northline Block O Construction Plans; more particularly described by Williamson Central Appraisal District Parcels R517094 and R031604, generally located southwest of the intersection of Main Street and William Parker Street, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Subdivision Case PICP-23-0108 Deceleration Lane for Shanta Ba Plaza development; on one (1) parcel of land 2.93 acres ± in size, more particularly described by Williamson County Appraisal District Parcel R516399; generally located southeast of the intersection of Arrowfeather Pass and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

9. Approval of the extension of the application expiration for Subdivision Case PICP-24-0117 Grand Lake Plaza regarding the waterline extension along E. Crystal Falls Parkway, located to the southwest of the intersection of E. Crystal Falls Parkway and Grand Lake Parkway, commonly known as 2016 Grand Lake Parkway, Leander, Williamson County, Texas.

10. Approval of the extension of the application expiration for Subdivision Case FP-23-0126 Sarita Valley Phase 9 Final Plat; on one (1) parcel of land 2.934 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R516399, generally located southeast of the intersection of Ronald W. Reagan Boulevard and Arrowfeather Pass, Leander, Williamson County, Texas.

11. Approval of the extension of the application expiration for Site Development Case SD-24-0219 AKRA Montessori School; on once (1) parcel of land 1.7 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R659194, commonly known as 1201 W. San Gabriel Parkway, Leander, Williamson County, Texas.

12. Approval of the extension of the application expiration for Site Development Case SD-24-0240 Dexter Market & Retail; on one parcel of land 2.8 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R594078, commonly known as 620 S. Bagdad Road, Leander, Williamson County, Texas.

13. Approval of the extension of the application expiration for Site Development Case SD-25-0367 Wildcat Fuels; on one (1) parcel of land 1.27 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R558580, commonly known as 807 Crystal Falls Parkway, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

14. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0194 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFS-2-B (Single-Family Suburban) to HC-5-B (Heavy Commercial) on two (2) parcels of land 11.65 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R315913 and R031291; and generally located on the northside of RM 2243, approximately 1,100 feet east of the intersection with CR 269, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0194 as described above.

Public Hearing opened at 6:03 p.m.; Public Hearing closed at 6:03 p.m.; following discussion.

Commissioner Joseph Morales joined the meeting at 6:06 p.m.

No one spoke in favor or opposition of the request.

Motion to approve the Zoning Case Z-25-0194.

By: Board Member Lantrip
Seconded: Board Member Oliver

Vote: 6 - 0

15. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0200 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to HC-4-C (Heavy Commercial) on one (1) parcel of land 3.973 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031281; and generally located southeast of the intersection of CR 270 and Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0200 as described above.

Public Hearing opened at 6:07 p.m.; Public Hearing closed at 6:07 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve the Zoning Case Z-25-0200.

By: Board Member Oliver
Seconded: Board Member Lantrip

Vote: 6 - 0

REGULAR AGENDA

16. Discuss and consider action regarding Zoning Case Z-25-0183 to amend the current zoning of GC-3-C (General Commercial) to adopt the 2100 S. Bagdad Road PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land approximately 0.36 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R098183; and located at 2100 S. Bagdad Road, Leander, Williamson County, Texas.

Motion to approve Zoning Case Z-25-0183 with the condition that upon change of use the exception is removed as well as the destruction of the fence within the Public Utility Easement being at the owner's expense.

By: Board Member Mahan
Seconded: Board Member Oliver

Vote: 5 - 1 (Board Member Lantrip)

Motion to amend the previous motion to include the smooth side of the fence being required to be facing the right-of-way.

By: Board Member Mahan
Seconded: Board Member Oliver

Vote: 5 - 1 (Board Member Lantrip)

17. Discuss and consider action regarding Significant Tree Removal requests associated with Subdivision Case PP-25-0071 regarding the removal of seven (7) Significant Trees as part of the Oak Grove Estates Preliminary Plat one (1) parcel of land 20.536 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R392186; and generally located east of CR 175, approximately 250 feet north of Carthage Street, Leander, Williamson County, Texas.

Motion to approve the Significant Tree Removal requests associated with Subdivision Case PP-25-0071.

By: Board Member Lantrip
Seconded: Board Member Oliver

Vote: 6 - 0

18. Adjournment
Meeting adjourned at 6:50 p.m.

APPROVED

_____
CHAIR

ATTEST:

_____
STAFF LIAISON

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-25-0198 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to GC-3-B (General Commercial) on one (1) parcel of land one (1) acre ± in size, more particularly described as Williamson Central Appraisal District Parcel R341531; and generally located east of CR 269, approximately 300 feet south of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0198 as described above.

BACKGROUND:

This request is the second step in the zoning process. The applicant has submitted a petition to change the zoning district of their property to support commercial development. The subject property is currently designated with interim zoning and is surrounded by commercial and industrial uses. The intent is to incorporate this property into a broader commercial development in coordination with the commercially zoned property to the east. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in an Employment Center identified by the Comprehensive Plan.

GENERAL INFORMATION:

Current Zoning: Interim SFR-1-B (Single Family Rural)
Proposed Zoning: GC-3-B (General Commercial)

Size and Location: The property is located east of CR 269, approximately 300 feet south of Hero Way, including approximately one (1) acre.

Surrounding Area: This property is located south of Hero Way and east of CR 269. It is adjacent to Heavy Commercial and General Commercial zoned properties. The KOA RV Park is located to the east and Brady's Bridge is located to the north. Northwest of the site is an engineering office and some heavy industrial uses are located towards the south.

PROPOSED ZONING DISTRICT:

USE COMPONENT
GC – GENERAL COMMERCIAL:
Features: Any use in LC (Local Commercial) plus bar, nightclub, entertainment venues, hospital, hotel, liquor store, office/warehouse, vehicle and equipment sales, leasing and repair, furniture sales, pet shop, wholesale activities less than 3,500 square feet.
Intent: Development of small to large scale commercial, retail, and commercial service uses located in high traffic areas. Access to this component should be provided by an arterial street. The heaviest concentration of this component should be located at intersections of arterial streets.

SITE COMPONENT
TYPE 3:

Features: Accessory buildings up to thirty (30%) of the primary building; accessory dwellings; drive-thru service; limited outdoor display and storage; outdoor fueling and washing of vehicles; overhead service doors; no indoor parking required.

Intent:
A Type 3 site component is intended to be utilized with LO (Local Office) and LC (Local Commercial) use components where adjacent to less restricted districts to provide for a land use transition.

1. This component is intended to be utilized with residential components where accessory dwellings or additional accessory structures are appropriate and are not provided for in the Type 1 or 2 site components.
2. This component is intended to be combined with LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) components where it is appropriate to utilize the outdoor site area for outdoor fuel sales, limited outdoor display and storage or accessory buildings.
3. Compliance with Type 1 or 2 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT
TYPE B:
Features: Four (4) or more architectural features.
Intent:
(1) The Type B architectural component is intended to be utilized for the majority of residential development except that which is intended as a Type A architectural component.
(2) Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions.
(3) This component may be utilized to raise the building standards and help ensure compatibility for non-residential uses adjacent to property that is more restricted.
(4) This component is intended for the majority of the LO (Local Office) and LC (Local Commercial) use components except those meeting the intent of the Type A or C architectural 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
EMPLOYMENT CENTER

- The Employment Center future development category is for primary jobs and business in strategic locations. These areas are intended for regional-serving employment in planned campus-like environments for office, research, medical, manufacturing, light industrial, warehouse, and heavy commercial uses. To remain competitive in today's corporate marketplace, contemporary workforce-supporting elements such as amenities, retail and high-density residential are also encouraged in an integrated development pattern.

The Employment Center area is focused on meeting the planned goals of an attractive, high-quality business environment for investors to bring to Leander and grow/diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. In a planned environment, upper-story vertical mixed-residential is

encouraged along with limited, integrated high-density residential-only buildings. Such scenarios should be tightly regulated to ensure the proper mix.

Desired Mix: 80-100% Non-Residential, 0-20% Residential

PUBLIC NOTIFICATION:
In addition to the notice mailed on behalf of the City to all property owners within two hundred feet (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 five hundred feet (500') as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within five hundred (500') are also required to be contacted.

Property owners within five hundred feet (500') were notified via certified mail sent out September 9, 2025. No concerns were expressed by any of the adjacent property owners.

Please see the full report from the applicant attached as Exhibit 8.

HISTORY/TIMELINE:
10/20/2010 - Annexation
11/13/2025 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:
DB Land Consulting, LLC (Diane Bernal) on behalf of Aum Ventures, LLC (Suneel K. Vallabhaneni)

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

1. Approve the proposed zoning change;
2. Deny the proposed zoning change; or
3. Approve an alternative zoning that may include modifications to the use, site or architectural component.

Staff recommends Option 1 listed above – Approve the proposed zoning change to rezone the property to GC-3-B (General Commercial). Staff made this recommendation based on compatibility with the Employment Center and adjacent land uses.

During the meeting of November 13, 2025, the Planning & Zoning Commission recommended approval.

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

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Attachments:

1. Z-25-0198 Att 1 Letter of Intent - 1531 CR 269
2. Z-25-0198 Att 2 Current Zoning - 1531 CR 269
3. Z-25-0198 Att 3 FLU MAP - 1531 CR 269
4. Z-25-0198 Att 4 Public Notification - 1531 CR 269
5. Z-25-0198 Att 5 Proposed Zoning - 1531 CR 269
6. Z-25-0198 Att 6 Aerial Map - 1531 CR 269
7. Z-25-0198 Att 7 Utilities Map - 1531 CR 269
8. Z-25-0198 Att 8 Neighborhood Outreach - 1531 CR 269

9. Z-25-0198 Att 9 Ordinance - 1531 CR 269
10. 11-13-2025 P & Z Minutes

DB Land Consulting LLC
512-215-1433
11917 Oak Knoll Dr.
Austin, Texas 78759

October 1, 2025

Planning Department
City of Leander
P.O. Box 319
Leander, Texas 78646

REF: Letter of Intent for rezoning

I have been retained by the property owner (AUM Ventures LLC) to request a rezoning of a property identified as AW0006 HARMON, E. D. SUR., ACRES 1.0 found in the Williamson County Appraisal District under parcel ID R341531. This property is located at 1531 CR 269 in Leander, Williamson County, Texas 78641. This Letter of Intent is provided to request rezoning from the currently zoned SFR-1-B to GC-3-B.

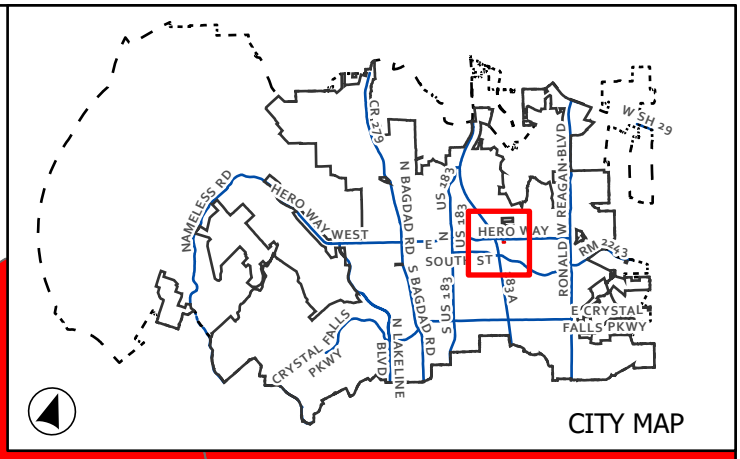
The intent of the zoning change is to coordinate development of properties owned by AUM Ventures, LLC. AUM ventures will propose a commercial development that includes the adjacent parcel to the East and contiguous to the subject tract and is currently zoned GC-3-B.

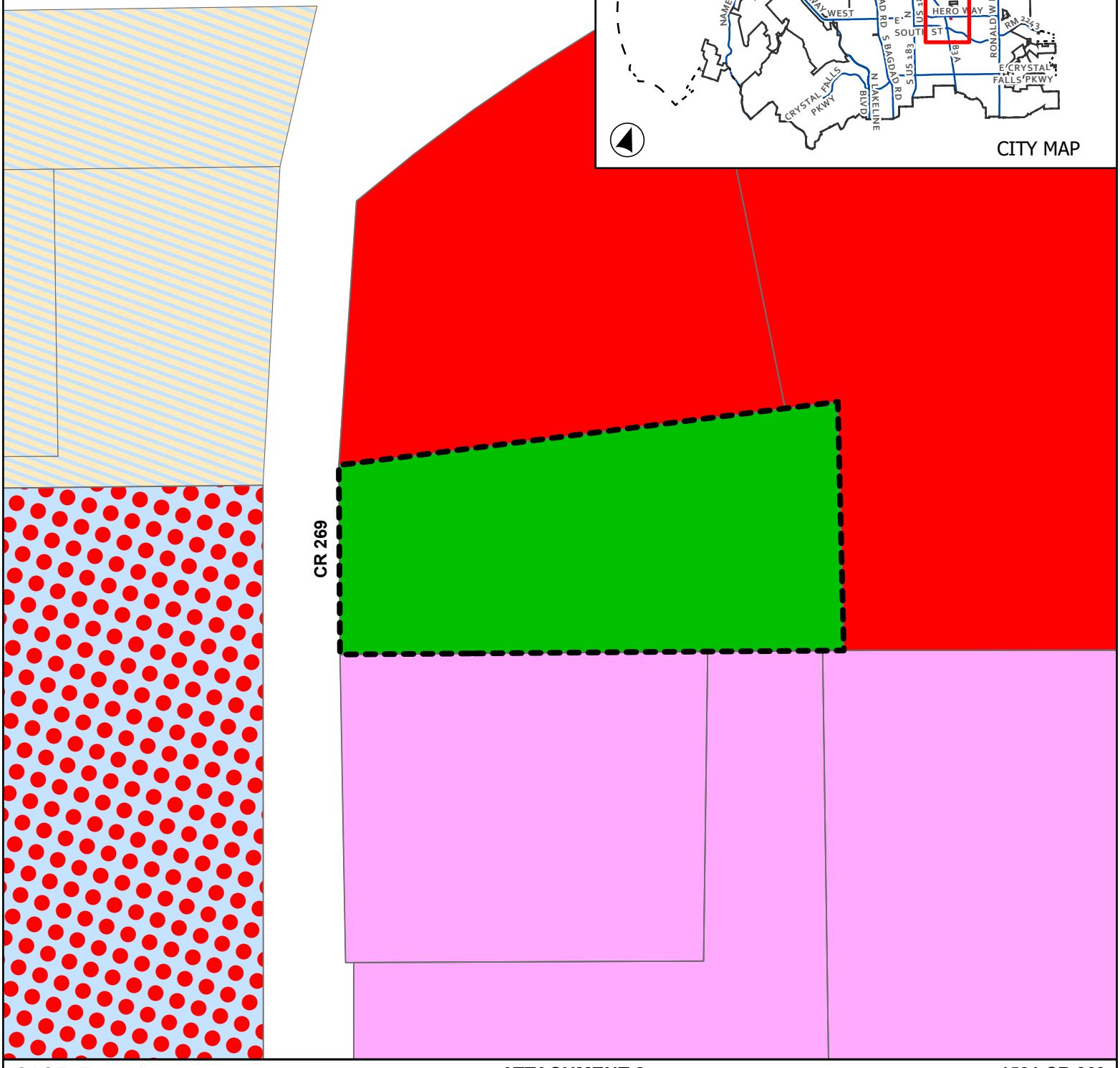
Please contact me at 512-215-1433 or by email at dianejbernal@gmail.com should you need additional clarification on this request.

Sincerely,

Diane Bernal

Diane Bernal
DB Land Consulting
11917 Oak Knoll Dr., Ste. C
Austin, Texas 78759





CASE: Z-25-0198

ATTACHMENT 2

1531 CR 269
Zoning Change

Current Zoning

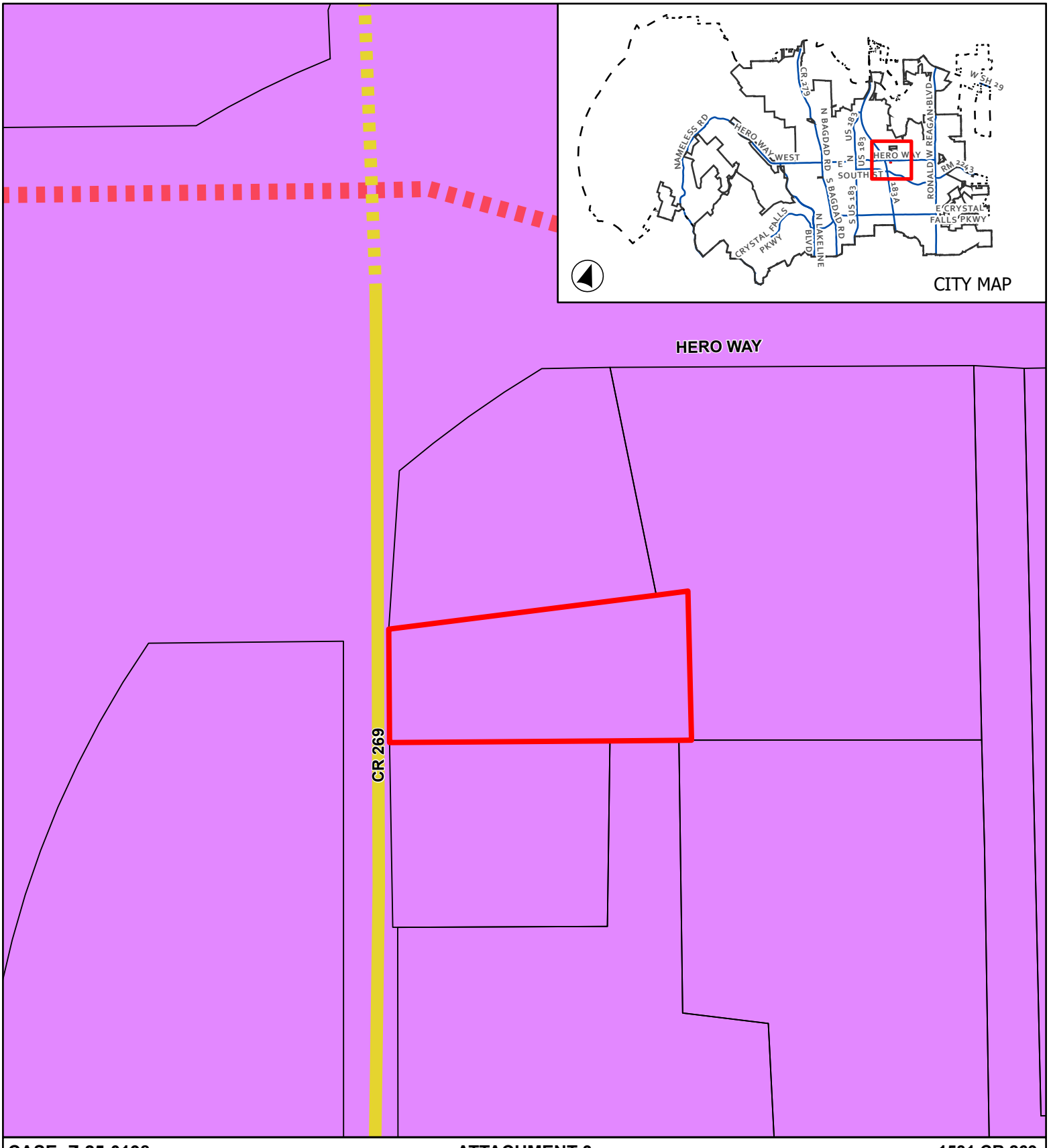
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

0 70 140
Feet

City Limits
ETJ
Subject Boundary

Current Zoning
SFR - Single-Family Rural

GC - General Commercial
HC - Heavy Commercial
PUD - General Commercial
CD - Conventional Sector



CASE: Z-25-0198

ATTACHMENT 3

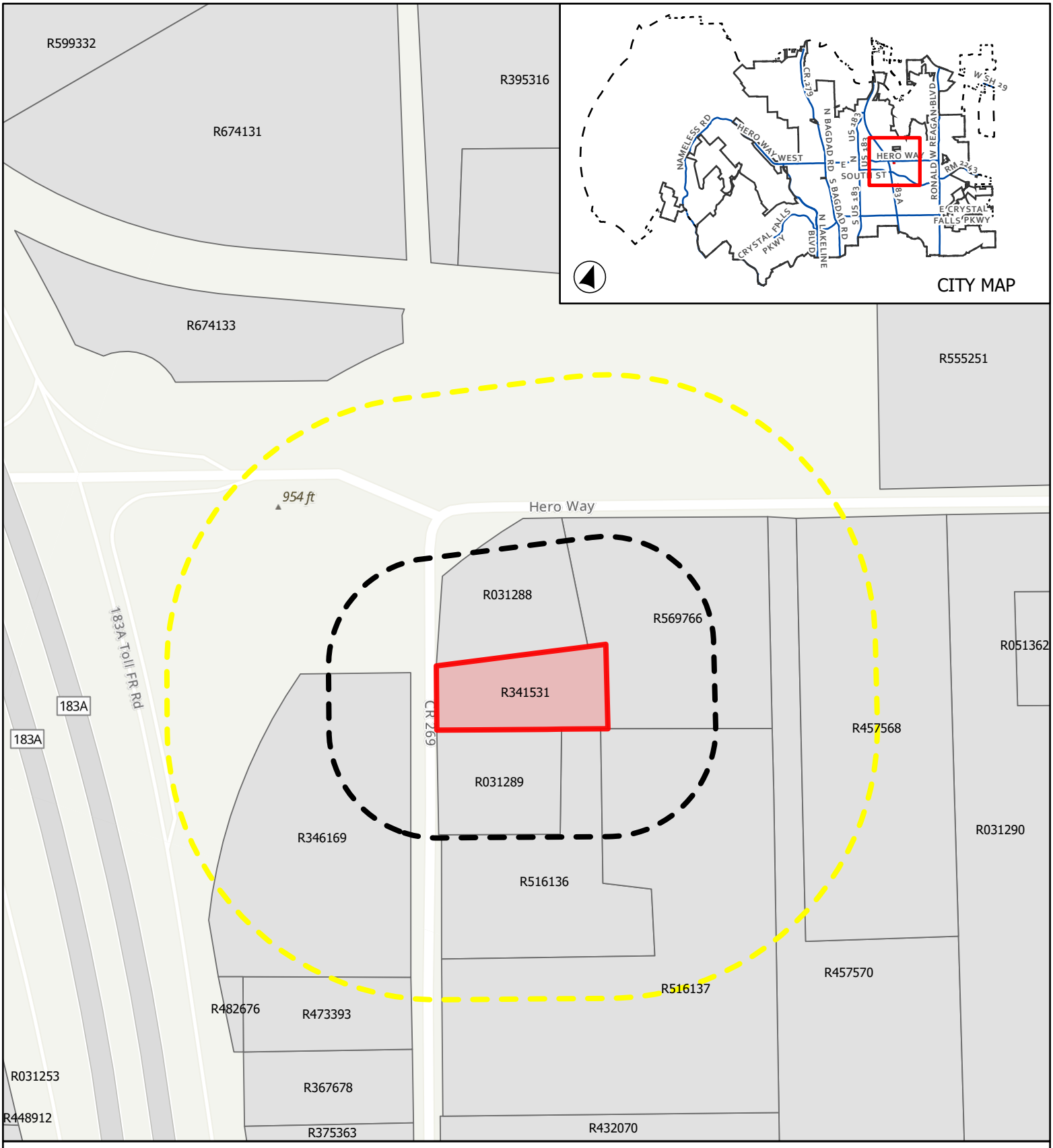
1531 CR 269
Zoning Change

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 herin provided.

0 55 110
Feet

- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Collector, Existing
- Access Controlled, Proposed
- Collector, Proposed



CASE: Z-25-0198 **ATTACHMENT 4** **1531 CR 269 ZONING CHANGE**

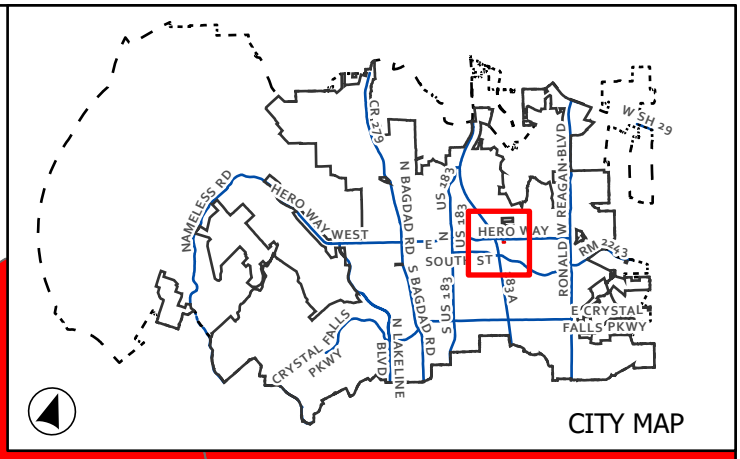
Public Notification

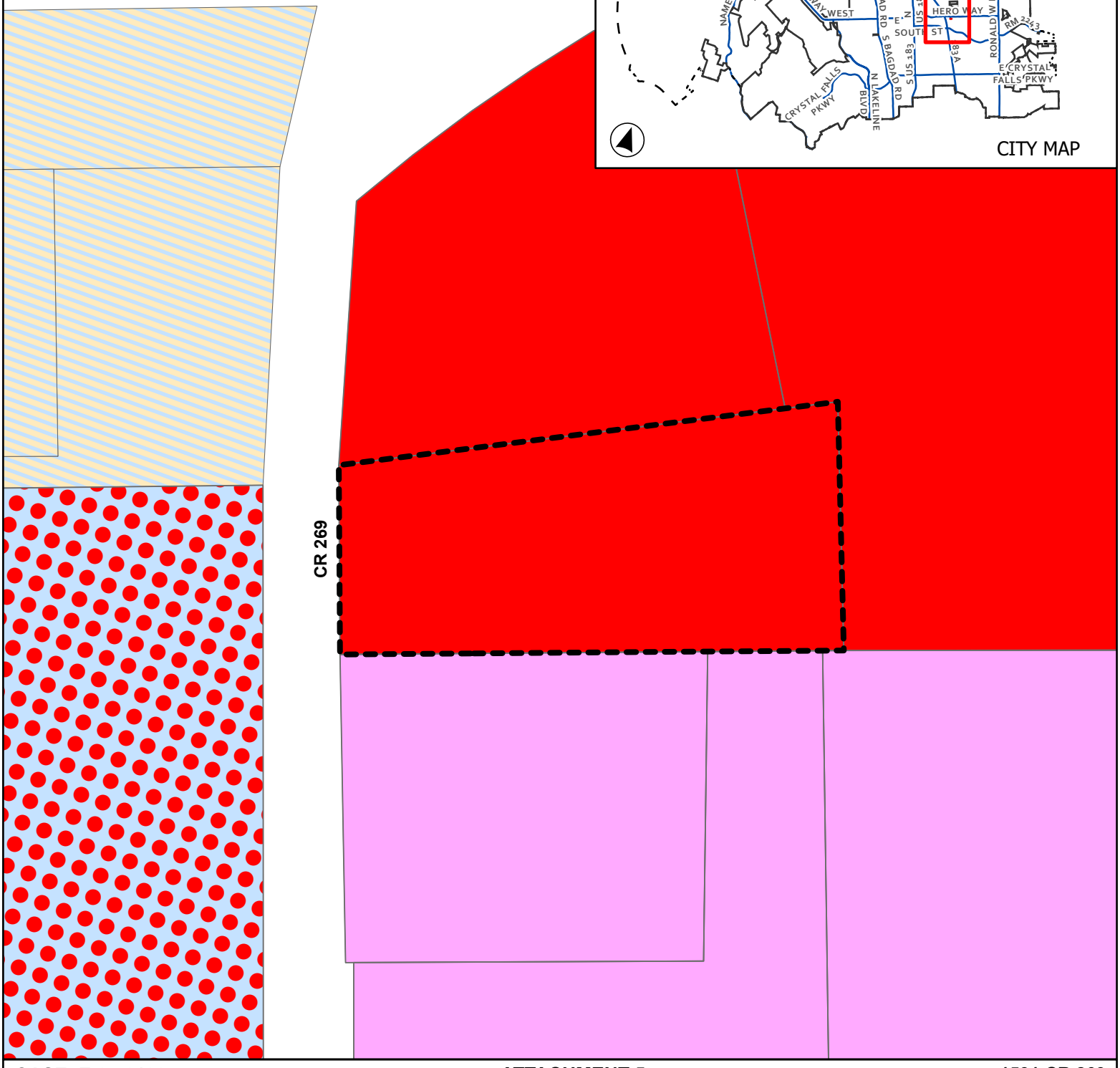
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

0 95 190
Feet

City Limits
ETJ
Subject Boundary

Notification Buffer
200'
500'





CASE: Z-25-0198

ATTACHMENT 5

1531 CR 269
Zoning Change

Proposed Zoning

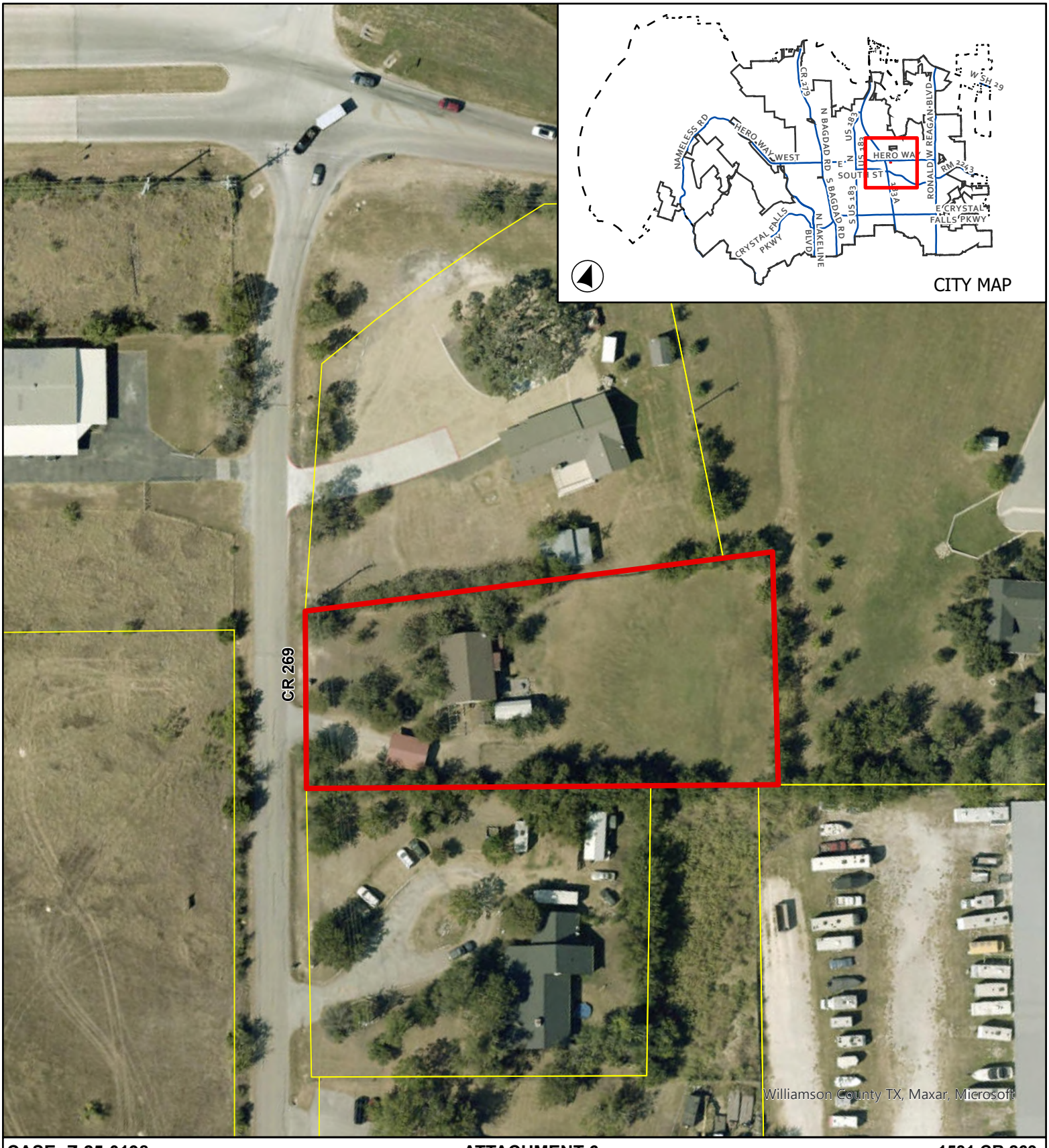
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

0 70 140
Feet

City Limits
ETJ
Subject Boundary

HC - Heavy Commercial
PUD - General Commercial
CD - Conventional Sector

Proposed Zoning
GC - General Commercial



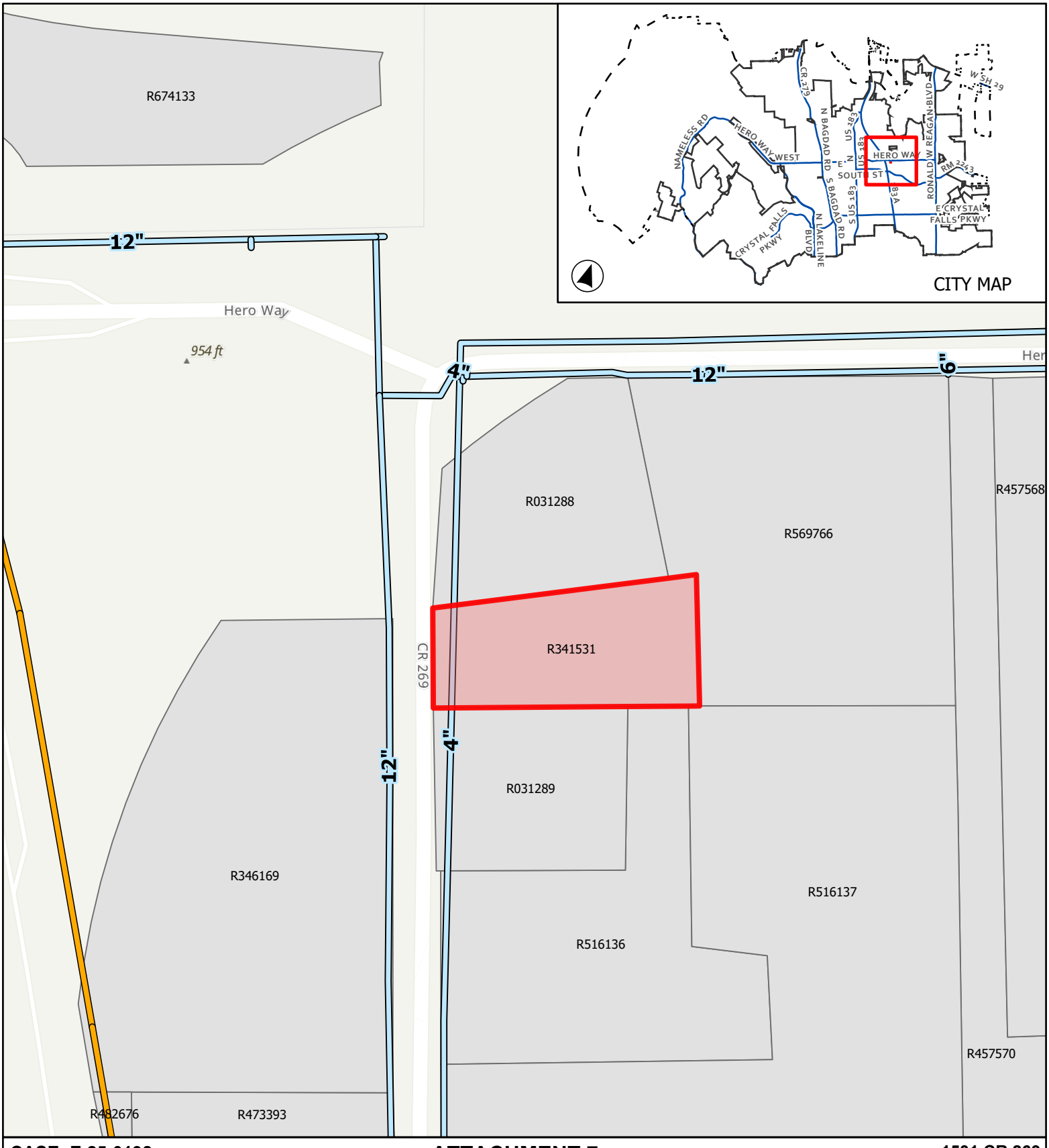
CASE: Z-25-0198 | **ATTACHMENT 6** | **1531 CR 269 Zoning Change**

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 herin provided.

0 35 70
Feet

Leander City Limits
Subject Boundary



CASE: Z-25-0198

ATTACHMENT 7

1531 CR 269
ZONING CHANGE

Utilities Map

City Limits
ETJ
Subject Boundary
Waste Water Line
Water Main Line

0 60 120
Feet

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 herin provided.

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.

Property Owners within 500 feet were notified via certified mail / return receipt sent out September 9, 2025.

List of property owners is included with this application.

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.

Adjacent Property Owners

3. What concerns were raised during these communications?

No concerns were expressed by any of the adjacent property owners contacted

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

Mail-out only, contact received by one property owner that generally agreed with the applicants request.

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

Signature: Diane Bernal Date September 24, 2025

Rezoning Application Notification
1531 CR 269, Leander 78641

An application will be submitted to the City of Leander for a rezoning for the property located at 1531 CR 269, Leander, Texas 78641.

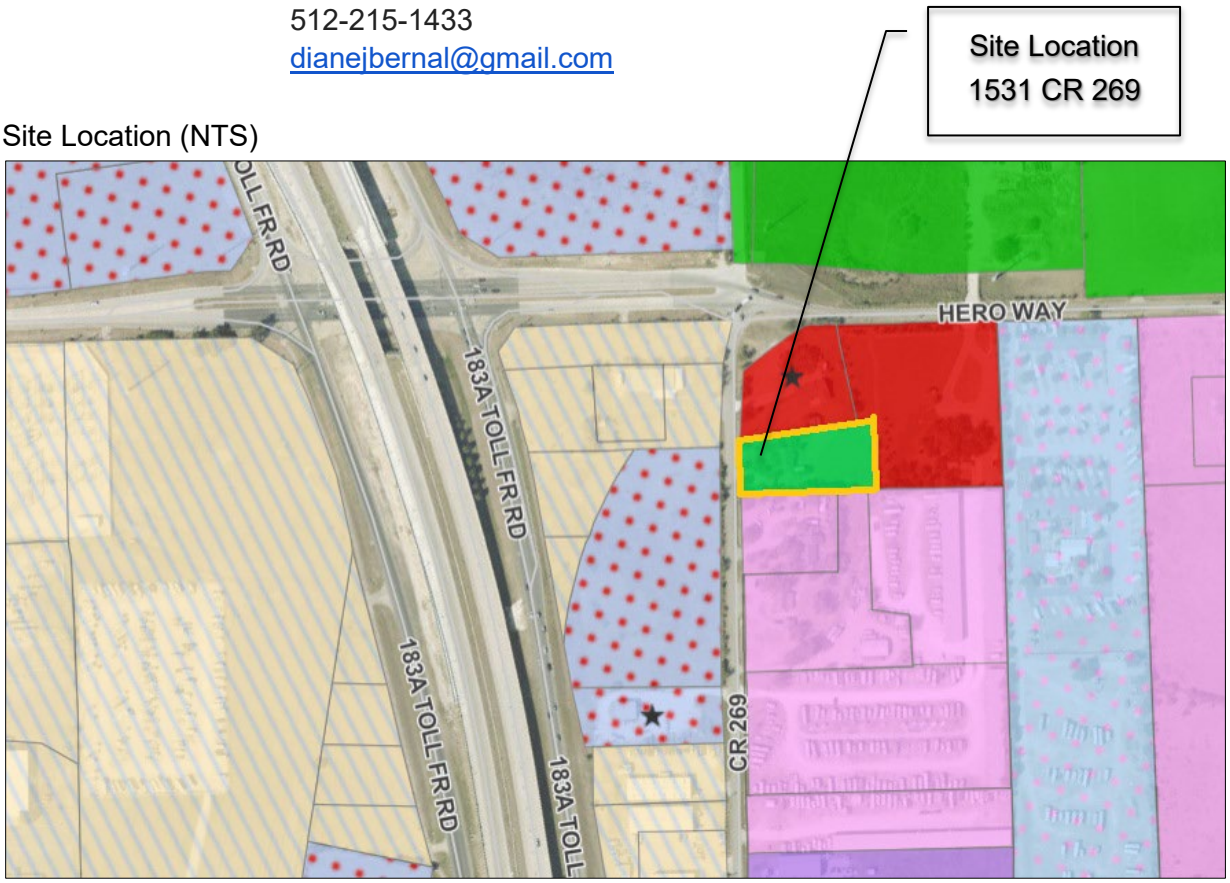
The property is zoned SFR-1B (Single Family Residential) according to the zoning maps from the City of Leander as seen in the image below. The property owner desires to commercially develop the lot in coordination with an adjacent property as seen in the attached colored rendering.

The commercial development is shown with future building locations and associated parking, drive aisles walking areas along with ingress and egress into the property. We would like to take this concept to the next available Planning and Zoning meeting following initial contact with all property owners within 500 feet of the property. The next available date will be November 13, 2025.

The developing team would like to seek input from property owners within 500'-0" of the property. All property owners within 500'-0" of the parcel property lines are invited and encouraged to send an email with questions or concerns to the project's agent, Diane Bernal. She can be reached at dianejbernal@gmail.com or by phone at 512-215-1433.

Developer's Agent: Diane Bernal
512-215-1433
dianejbernal@gmail.com

Site Location (NTS)



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

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

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

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

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

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

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

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

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 1.00 acres ±; being more particularly described in **Exhibit "A"**; located generally east of CR 269, approximately 300 feet south of Hero Way; identified by Williamson Central Appraisal District tax identification number R341531; more particularly described in Instrument Number 2019082684; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by changing the zoning district for the Property from Interim SFR-1-B (Single Family Rural) to GC-3-B (General Commercial) as shown in **Exhibit "A"**.

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

notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 18th day of December, 2025.
FINALLY PASSED AND APPROVED on this the 6th day of January, 2026.

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, November 13, 2025
Regular Meeting at 6:00 PM

[IGNORE_INDENT]

Place 1 – Donnie Mahan, Chair	**Place 5 – James Oliver**
Place 2 – Joseph Morales	**Place 6 –Laura Lantrip, Vice Chair**
Place 3 – Karen Lewis	**Place 7 –Tyler Bray**
Place 4 – Jay Coat	**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 November 6, 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.

6. Swearing in of Planning & Zoning Commissioners Karen Lewis, James Oliver, Jay Coats, and Tyler Bray.

7. Election of Chair.

   a. Nomination for position of Chair.
   b. Discussion of Nominees.
   c. Election of Chair.

   Motion to nominate Donnie Mahan as Chair

   By: Board Member Oliver
   Seconded: Board Member Lantrip

   Vote: 7 - 0

8. Election of Vice Chair.

a. Nomination for position of Vice Chair.
b. Discussion of Nominees.
c. Election of Vice Chair.

Motion to nominate Laura Lantrip as Vice Chair

By: Board Member Mahan
Seconded: Board Member Oliver

Vote: 7 - 0

9. Review of Board Reference Book including Rules of Procedure adopted by the City Council.

Presentation by City Secretary Dara Crabtree.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 10-14.

By: Board Member Morales
Seconded: Board Member Lewis

Vote: 7-0

10. Approval of the minutes for meeting held on October 9, 2025.

11. Approval of the extension of the application expiration for Subdivision Case FP-23-0129 Villas at Speaking Rock Final Plat; on one (1) parcel of land 10.756 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 513825, generally located east of Osage Drive and north of Durango Hills, Leander, Travis County, Texas.

12. Approval of the extension of the application expiration for Subdivision Case FP-24-0150 Leander ISD Elementary School #30 Final Plat; on one (1) parcel of land 31.417 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R624045, generally located northwest of the intersection of San Gabriel Parkway and Frontenac Street, Leander, Williamson County, Texas.

13. Approval of the extension of the application expiration for Subdivision Case PICP-23-0112 Villas at Speaking Rock Construction Plan; on one (1) parcel of land 10.756 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 513825, generally located east of Osage Drive and north of Durango Hills, Leander, Travis County, Texas.

14. Approval of the extension of the application expiration for Subdivision Case PICP-24-0139 Leander Business Center Public Waterline Construction Plan; on one (1) Parcel of land 10.249 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R031713, commonly known as 80 Mockingbird Hill, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

15. Conduct a Public Hearing regarding Special Use Case Z-25-0167 to consider action on a Special Use Permit to allow for Outdoor Entertainment and Special Event Space, a Farmer's Market, and a Mobile Food Establishment Park, on three (3) parcels of land approximately 1.56 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R302875, R036054, and

R565244; and generally located at the western terminus of E. Broade Street and N. Gabriel Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Special Use Case Z-25-0167 as described above.

Public Hearing opened at 6:17 p.m.; Public Hearing closed at 6:17 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve Special Use Permit Z-25-0167.

By: Board Member Morales
Seconded: Board Member Lewis

Vote: 7-0

16. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0179 to amend the current zoning of GC-3-C (General Commercial) to adopt the Crossroads PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on three (3) parcels of land approximately 20.726 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032150, R032157, and R462464; and generally located south of Hero Way West, approximately 400 feet west of Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0179 as described above.

Public Hearing opened at 6:30 p.m.; Public Hearing closed at 6:34 p.m.; following discussion.

John Frushour, 1409 Pinot Noir St., Leander, Texas 78641 spoke in favor of the request.
Amy Frushour, 1409 Pinot Noir St., Leander, Texas 78641 spoke in favor of the request.

Bruce Safley, 301 N. Bagdad Rd., Leander, Texas 78641 spoke against the request.

Motion to approve Zoning Case Z-25-0179.

By: Board Member Mahan
Seconded: Board Member Lewis

Vote: 3 - 4 Board Member Lantrip, Board Member Morales, Board Member Oliver, Board Member Jay Coats

Motion failed.

17. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0183 to amend the current zoning of GC-3-C (General Commercial) to adopt the 2100 S. Bagdad Road PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land approximately 0.36 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R098183; and located at 2100 S. Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0183 as described above.

Public Hearing opened at 6:55 p.m., Public Hearing closed at 6:55 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to postpone Zoning Case Z-25-0183 to the December 11, 2025 meeting to allow the applicant to work with Staff on updating the request regarding the fencing requirements.

By: Board Member Mahan
Seconded: Board Member Lantrip

Vote: 7 - 0

18. Conduct a Public Hearing regarding Zoning Case Z-25-0198 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to GC-3-B (General Commercial) on one (1) parcel of land approximately one (1) acre ± in size, more particularly described by Williamson Central Appraisal District Parcel R341531; and generally located east of CR 269, approximately 300 feet south of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0198 as described above.

Public Hearing opened at 7:22 p.m.; Public Hearing closed at 7:24 p.m.; following discussion.

Genia Wart, 1551 CR 269, Leander, Texas 78641 spoke in favor of the request.
Suneel Vallabhaneni, 1531 CR 269, Leander, Texas 78641 spoke in favor of the request.

Motion to approve Zoning Case Z-0198.

By: Board Member Lantrip
Seconded: Board Member Oliver

Vote: 7 - 0

19. Conduct a Public Hearing regarding Special Use Case Z-24-0122 to consider action on a Special Use Permit to allow for a Mobile Food Establishment Park on one (1) parcel of land approximately 0.54 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035495; and generally located at 703 Crystal Falls Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0122 as described above.

Public Hearing opened at 7:35 p.m.,Public Hearing closed at 7:35 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve Special Use Permit Z-24-0122 for the Mobile Food Establishment with a five-year time limit with the following conditions:

1. The distance requirement is reduced from 150 feet to approximately 99.2 feet from the nearest single-family zoned property.
2. Limited hours of operation of 11:00 a.m. – 9:00 p.m. Sunday–Thursday and 11:00 a.m. – 10:00 p.m. Friday–Saturday.
3. No amplified music or loudspeakers. Modern, quiet generator systems shall be required.
4. A six-foot wood privacy fence along the neighbor's side, if requested, to reduce sound and visual impact.

By: Board Member Oliver
Seconded: Board Member Morales

Vote: 4 - 3 Board Member Lantrip, Board Member Lewis, Board Member Coats

REGULAR AGENDA

20. Discuss and consider action regarding Tree Removal Case TRP-25-0038 regarding the removal of multiple Significant and Heritage Trees associated with the Glory Hill Public Improvement Construction Plans (PICP-25-0217), generally located at the eastern terminus of Private Road 921, Williamson County, Texas.

    Postponed by the applicant.

21. 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 at southeast of the intersection of Mineral Drive and CR 175, Leander, Williamson County, Texas.

    Motion to approve the Significant and Heritage Tree Removal associated with Subdivision Case PP-25-0070.

    By: Board Member Lantrip
    Seconded: Board Member Coats

    Vote: 7 - 0

22. Adjournment
    Meeting adjourned at 7:55 p.m.

APPROVED

_____
CHAIR

ATTEST:

_____
STAFF LIAISON

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Conduct a Public Hearing regarding Special Use Case Z-24-0122 regarding a Special Use Permit to allow for a Mobile Food Establishment Park on one (1) parcel of land 0.54 acres ± in size, more particularly described as Williamson Central Appraisal District Parcel R035495; and being located at 703 Crystal Falls Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0122 as described above.

BACKGROUND:
This request is the first step in the zoning process to adopt a Special Use Permit (SUP). Uses permitted in a zoning district are classified in two ways. The first type of use is what is referred to as a use permitted by right. A use permitted by right is allowed in the specified zoning district provided that the property owner complies with specified building and site requirements. The second type of use is what is referred to as a special use. A special use permit allows for certain land uses in a given zoning district and generally requires more review by the Planning and Zoning Commission and City Council in order to ensure the compatibility of the proposed use with the surrounding land uses. The Mobile Food Establishment Park is permitted within the Local Office use district in accordance with the Composite Zoning Ordinance. However, Article IV, Section 10 requires a Special Use Permit for this use.

The applicant has submitted a request for a SUP on their property in order to allow for the operation of a permanent Mobile Food Establishment Park (aka food truck park). The proposal does comply with the Comprehensive Plan and is appropriate for properties located in a Multi-Use Corridor identified by the Comprehensive Plan.

Per Article IV, Section 10(c) of the Composite Zoning Ordinance, a SUP is required where a property owner is requesting a permanent Mobile Food Establishment Park. The applicant's proposal includes:

1. Two (2) permanent food trucks,
2. A restroom facility,
3. A designated common area for customers, and
4. On-site parking.

Per the ordinance, Mobile Food Establishment Parks must be located a minimum of one hundred fifty (150') feet from any residential dwelling, measured from the property line of the dwelling unit to the closest point of the Mobile Food Establishment. The proposed site is adjacent to the High Chaparral Subdivision to the north and the applicant is requesting a waiver from the distance requirement with a five (5) year time limit.

GENERAL INFORMATION:
Current Zoning: GC-3-C (General Commercial)

Size and Location: The property is located at 703 Crystal Falls Parkway, including approximately 0.49 acres.

Surrounding Area and uses: This property is located northeast at the intersection of Crystal Falls Parkway and Tierra Alto Street.Surrounding uses include commercial and residential parcels to the north, general commercial to the east and south (across Crystal Falls) and two-family residential units to the west.

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

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

Multi-Use Corridors are not intended for strip commercial nor are they expected to be predominantly commercial. These corridors have been identified as opportunity areas for businesses and daily services, high-intensity residential such as townhouses, civic and employment uses, but also traditional single-family neighborhoods where streets access these corridors.

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

PUBLIC NOTIFICATION:
In addition to the notice mailed on behalf of the City to all property owners within two hundred (200') feet, the agent reached out to all property owners of property zoned as single-family or any properties used as single-family uses within five hundred (500') feet as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within five hundred (500') feet were also contacted.

Notifications were delivered through USPS and by hand delivery on August 5, 2024. No concerns were expressed during their community outreach.

Please see the full report from the applicant attached as Item 6.

HISTORY/TIMELINE:
01/20/1978 – Annexation (Original Incorporation)

APPLICANT/AGENT:
Emarat Corporation (Amin Vahdat) on behalf of Sri Kariakaliamman Inc (Loganathan Appavu).

RECOMMENDATION:
As part of the evaluation of this request, the Planning and Zoning Commission has the following options:

1. Approve the proposed SUP;

2. Deny the proposed SUP; or
3. Approve the SUP with modifications to the request such as adjusting the distance requirement to be measured from the property line residentially zoned property or the dwelling unit.

Staff recommends Option 2 as listed above. Denial of the request is based on the applicant not meeting the one hundred (150') foot distance requirement from the north residential home as defined per Zoning Ordinance.

PRESENTER:
Cory Dale, Senior Planner

Attachments:

1. Z-24-0122 Att 1 Letter of Intent - 703 Crystal Falls Food Truck Park
2. Z-24-0122 Att 2 Current Zoning - 703 Crystal Falls Pkwy SUP
3. Z-24-0122 Att 3 FLU Map - 703 Crystal Falls Pkwy SUP
4. Z-24-0122 Att 4 Public Notification - 703 Crystal Falls Food Truck Park
5. Z-24-0122 Att 5 Aerial Map - 703 Crystal Falls Pkwy SUP
6. Z-24-0122 Att 6 Outreach Summary - 703 Crystal Falls Food Truck Park
7. Z-24-0122 Att 7 Conceptual Site Plan - 703 Crystal Falls Food Truck Park
8. Z-24-0122 Att 8 Staff Distance Exhibit Crystal Falls Food Truck - Conceptual Site Plan
9. Z-24-0122 Att 9 Ordinance - 703 Crystal Falls Food Truck Park (2)
10. 11-13-2025 P & Z Minutes

City of Leander
Development Services Department
P.O. Box 319
Leander, TX 78646

Dear Leander City Officials,

I am writing on behalf of Emarat Corporation to submit this letter of intent regarding our proposed project located at:
703 Crystal Falls Parkway Leander TX 78641

Legal Description: Lot 11, 0.54 Acres
Zoning: GC – General Commercial

We propose to design and develop a **site plan for two (2) food trucks, a shared common area with seating, and restroom facilities**. The intended use of the property is to provide a **community gathering space, commercial dining opportunities, and support for local businesses**. The food truck park will serve as a welcoming, family-friendly destination for residents and visitors.

We acknowledge and understand the City of Leander's zoning requirements, ordinances, and development standards. Our project fits within the **GC – General Commercial zoning district**, with the exception of one requirement: the minimum distance between the property line of the nearest dwelling and the closest point of the food truck establishment.

There is a residential dwelling located approximately **75 feet** from the proposed food truck park. For this reason, we respectfully request a **waiver** from the distance requirement. While close to a residence, this food truck park will not be loud or disruptive. Instead, it will be a **pleasant neighborhood destination** where nearby residents can easily walk to enjoy food and beverages. There is no timeframe as this is long term.

This project will provide:

- **New dining options** for residents and visitors
- A **family-friendly community gathering space**
- Increased **economic activity** and support for small businesses
- Alignment with Leander's vision for growth and vibrancy

We are confident this project will enhance the local area while maintaining a positive relationship with nearby residents. A letter was sent to all residents within 500 feet of the property.

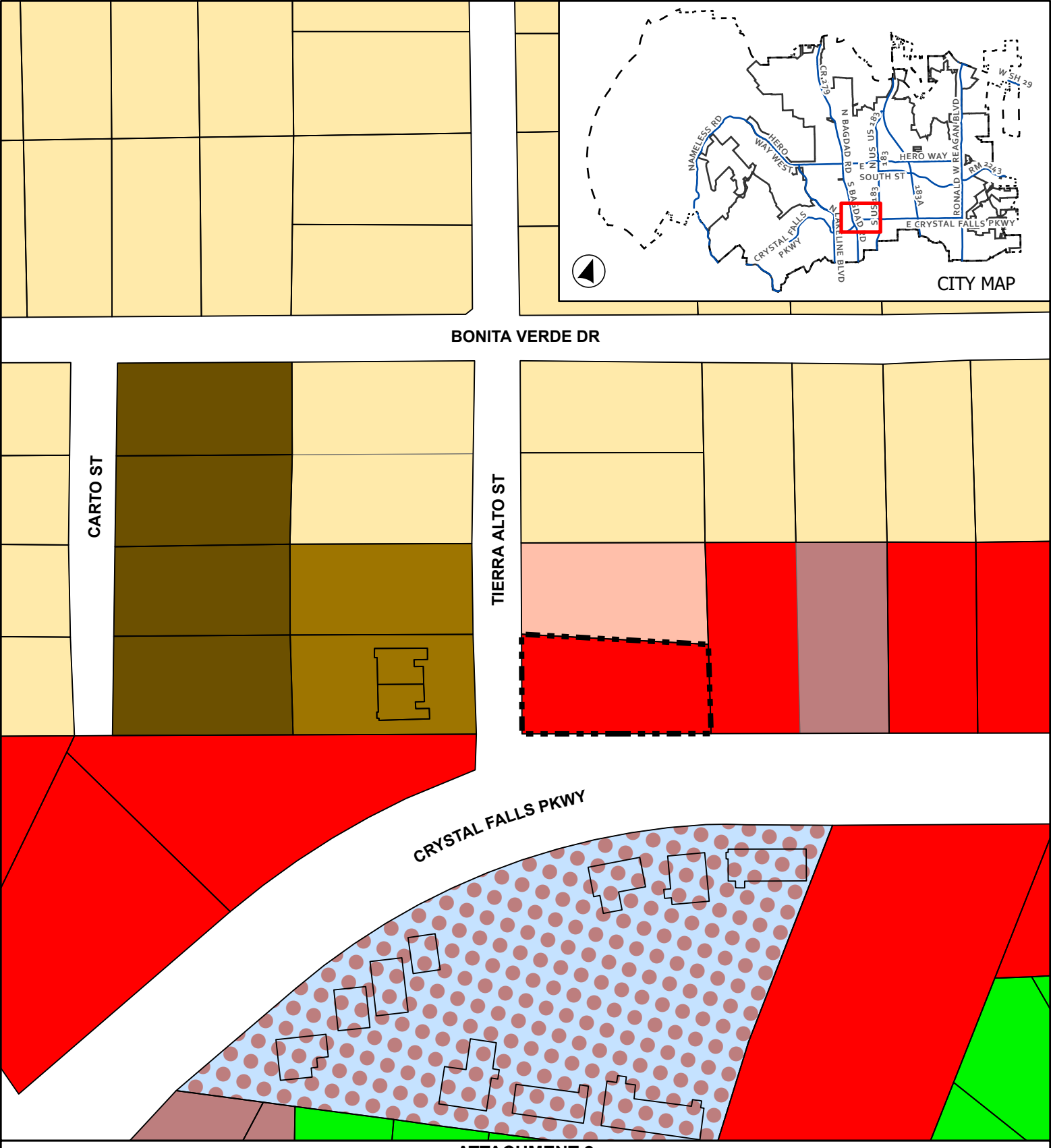
We are committed to working closely with City staff throughout the review process and welcome the opportunity to meet and discuss any concerns early on.

Thank you for your time and consideration of this request. We look forward to submitting our full application and collaborating with the City to make this project a success.

Sincerely,

Amin Vahdat

Amin Vahdat
President and CEO/Emarat Corporation
Amin@youremarat.com
(512) 766 7425



CASE: Z-24-0122

ATTACHMENT 2

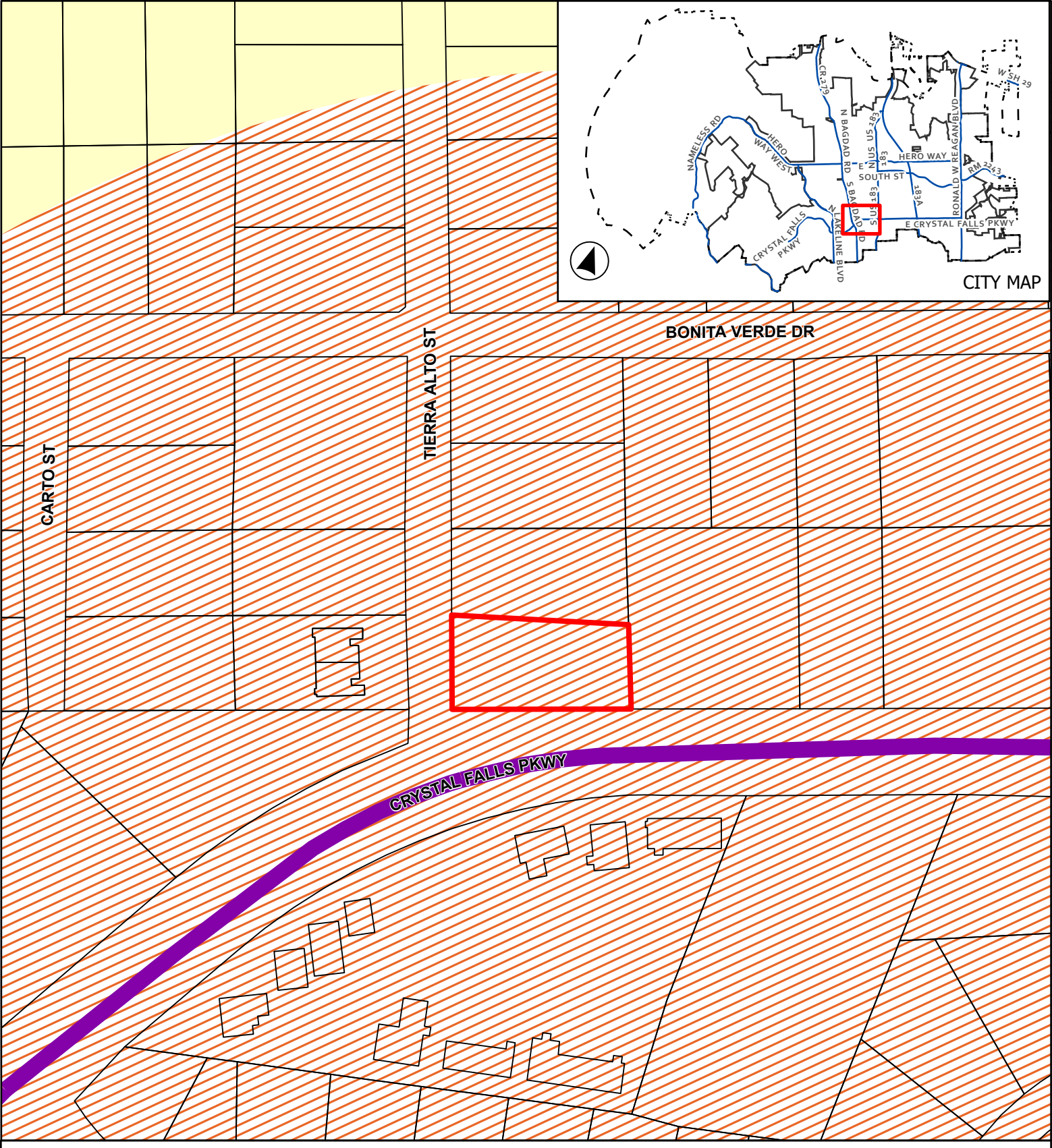
703 CRYSTAL FALLS PKY
FOOD TRUCK PARK SUP

Current Zoning

- Leander City Limits
- Extra-Territorial Jurisdiction
- Subject Boundary
- SFE - Single-Family Estate
- SFU/MH - Single-Family Urban/Manufactured Home
- TF - Two Family
- MF - Multi-Family
- LO - Local Office
- LC - Local Commercial
- GC - General Commercial
- PUD - Local Commercial

0 50 100 Feet

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 herin provided.



CASE: Z-24-0122 **ATTACHMENT 3** **703 CRYSTAL FALLS PKY FOOD TRUCK PARK SUP**

Future Land Use Map

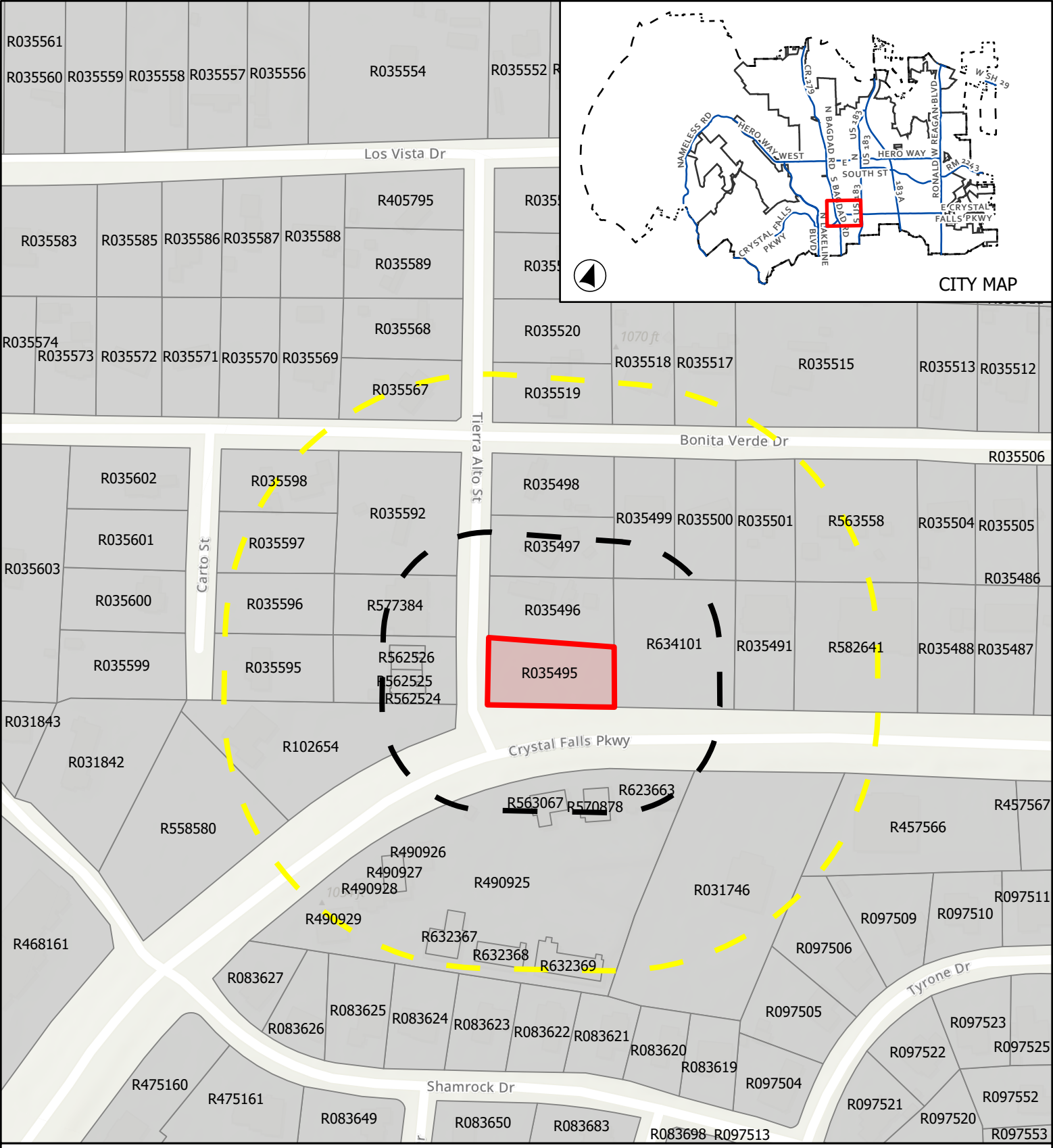
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

0 60 120
Feet

Leander City Limits
ETJ Boundary
Subject Boundary

Future Land Use
Neighborhood Residential
Multi-Use Corridor

Thoroughfare Plan
Arterial 4 Lane, Existing



CASE: Z-24-0122

ATTATCHMENT 4

703 CRYSTAL FALLS PKY
FOOD TRUCK PARK SUP

Public Notification

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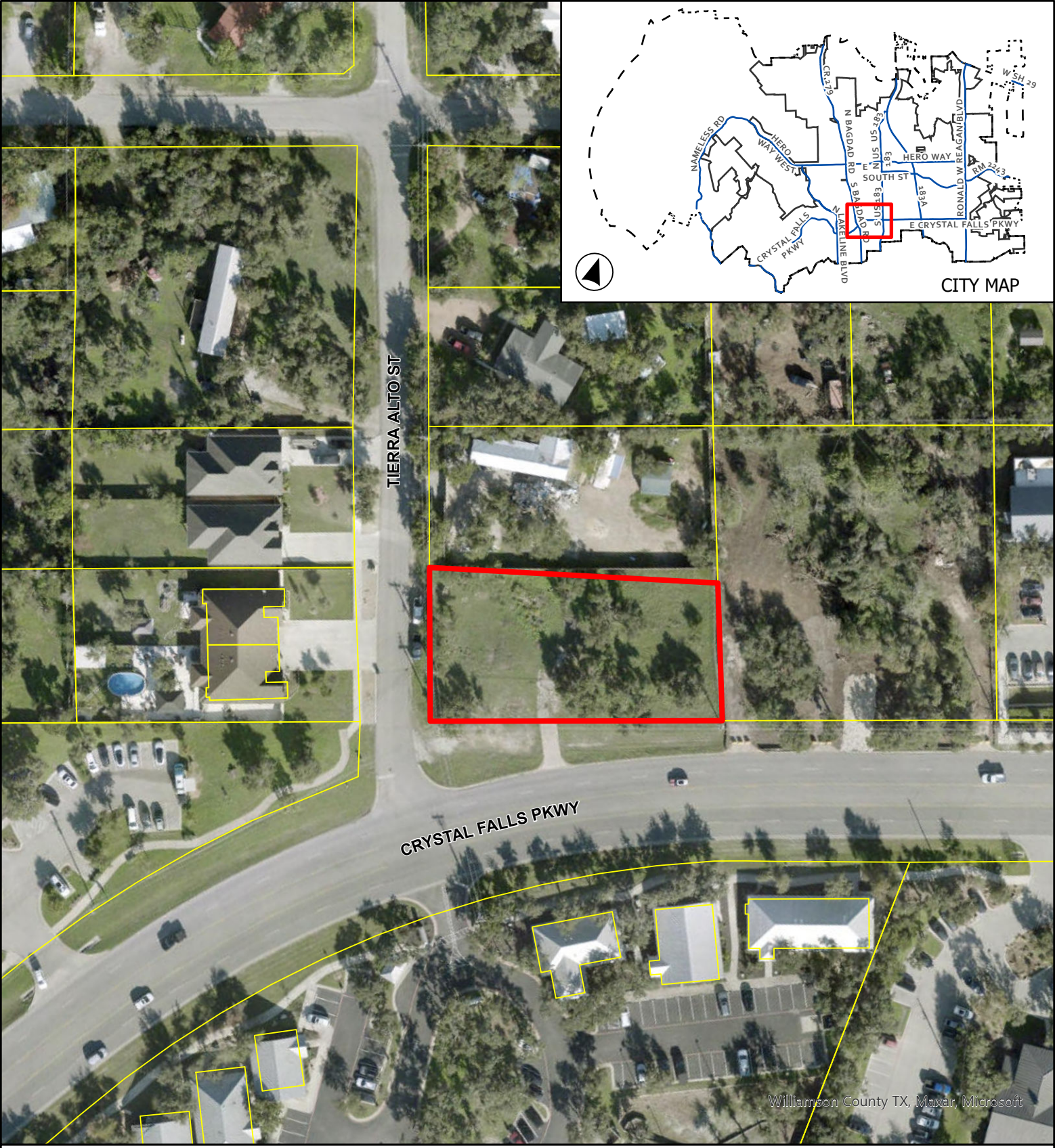
0 95 190

Feet

City Limits
ETJ Boundary
Subject Boundary

Notification Buffer
200'
500'



CASE: Z-24-0122 | **ATTACHMENT 5** | **703 CRYSTAL FALLS PKY FOOD TRUCK PARK 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 herin provided.

0 40 80
Feet

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.

A letter has been sent to all neighbors with the draft of the site plan on August 5th, 2024.
A screenshot of the receipt has been attached.

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.

There is no HOA for the property A letter was sent to all the neighbors within 500 ft of the property.

3. What concerns were raised during these communications?

No concerns have been raised since we sent it out on August 5, 2024.

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

No concerns were raised.

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

Signature: _____ Date 8/14/24

8/5/24

Dear Neighbors,

This letter describes the intent to build a food truck park at the property 703 Crystal Falls Pkwy, Leander, TX, 78641.

The proposed plan is attached. It is proposed to host up to 10 food trucks on the lot at any given day and the proposed hours of operations is Sunday to Thursday 11:00am to 9:00pm and Friday to Saturday 11:00am to 10:00pm. We are required to inform you of this project as you are one of the neighbors that is within 500 ft of the subject property.

The existing property is a flat land and with minimum site work, it will be ready for the purpose of the project. No building will be demolished to entertain this project. The project will bring food from different cultures to the neighborhood and creates a live and dynamic area with local presence.

Your feedback and comments are appreciated. If you have any questions or concerns, please contact me at lauren@youremarat.com or feel free to call (512) 766-7425.

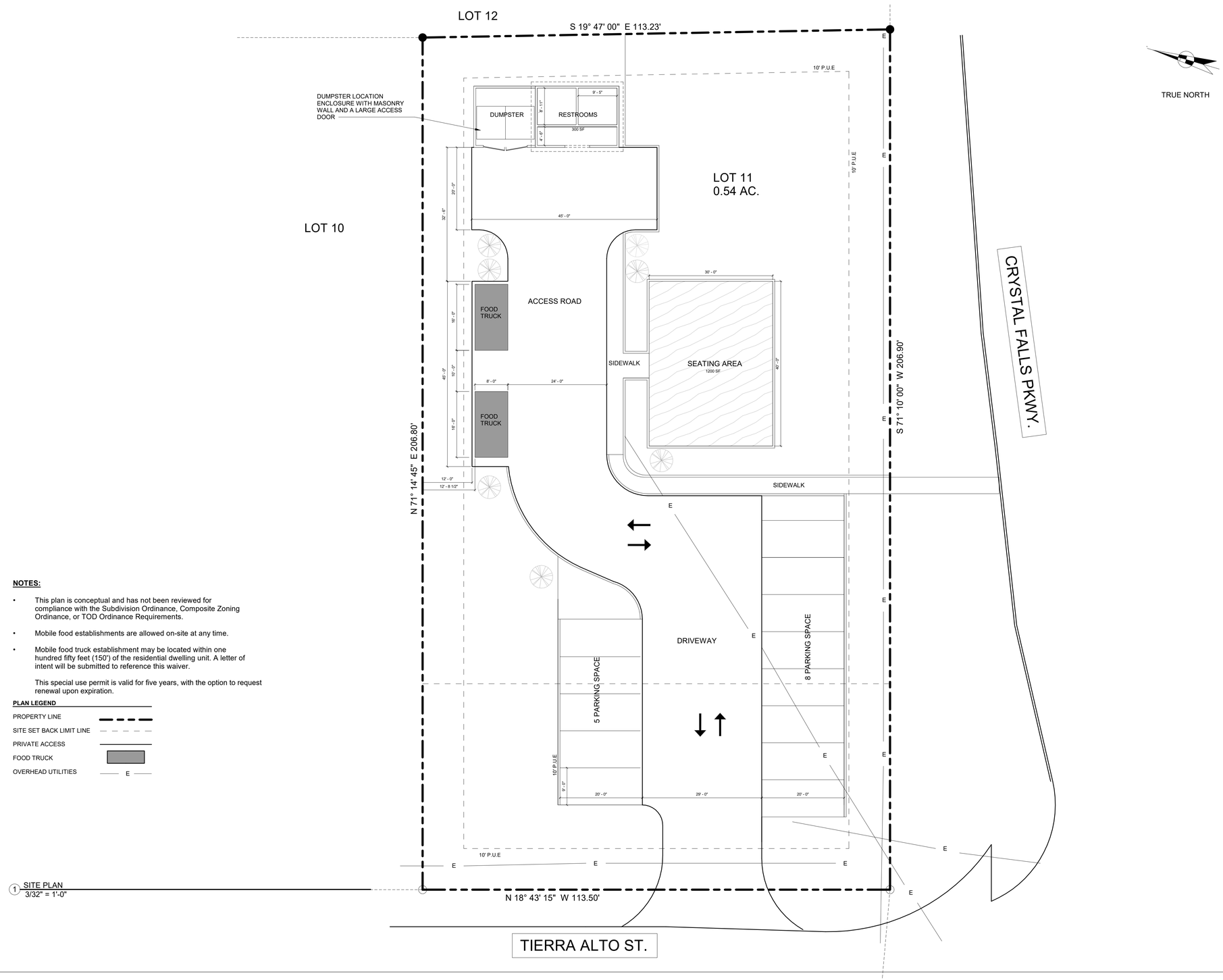
Regards,

Lauren Henry

Lauren Henry,

Emarat Corporation

8/5/24 8/5/24



NOTES:

- This plan is conceptual and has not been reviewed for compliance with the Subdivision Ordinance, Composite Zoning Ordinance, or TOD Ordinance Requirements.
- Mobile food establishments are allowed on-site at any time.
- Mobile food truck establishment may be located within one hundred fifty feet (150') of the residential dwelling unit. A letter of intent will be submitted to reference this waiver.

  This special use permit is valid for five years, with the option to request renewal upon expiration.

PLAN LEGEND

PROPERTY LINE

SITE SET BACK LIMIT LINE

PRIVATE ACCESS

FOOD TRUCK

OVERHEAD UTILITIES — E —

1 SITE PLAN
3/32" = 1'-0"

FIRM NAME AND ADDRESS

EMARAT
YOUR HOUSE, YOUR WAY

13809 Research Blvd Suite 500,
Austin, TX 78750
P: (512)-766-7425

GENERAL NOTES

NO.	REVISION / ISSUE	DATE
1	A/FOR REVIEW	
2	B/FOR REVIEW	

PROJECT NAME AND ADDRESS

703 Crystal Falls Pkwy,
Leander, TX 78641

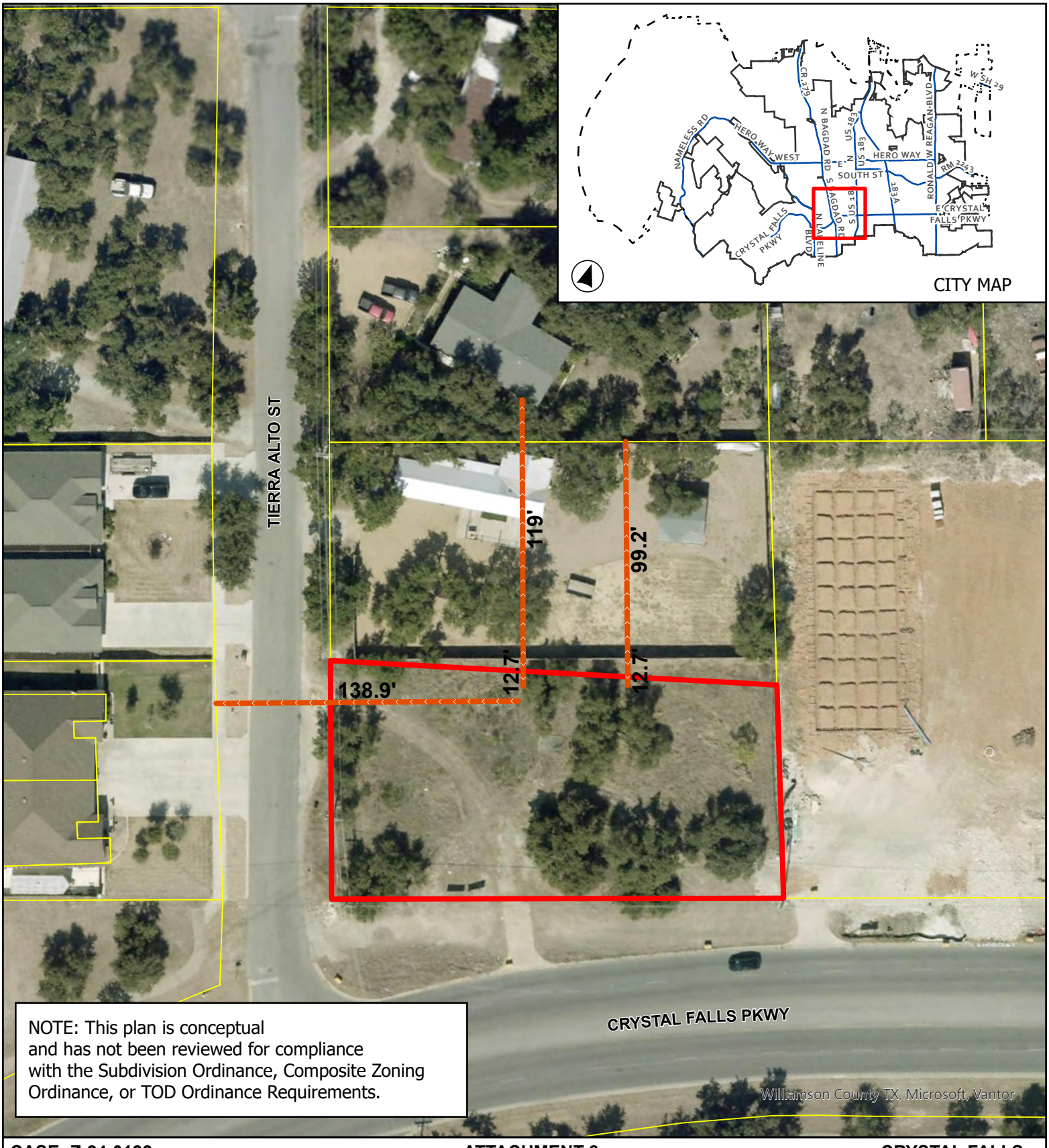
Conceptual Site & Layout Plan

Project NO. EMR-2025-1001

Date DATE

AS-01

Scale 3/32" = 1'-0"



CASE: Z-24-0122 **ATTACHMENT 8** **CRYSTAL FALLS FOOD TRUCK PARK**

Staff Distance Exhibit

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 herin provided.

0 25 50
Feet

- Leander City Limits
- Williamson County Parcels
- Subject Boundary

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 703 CRYSTAL FALLS PARKWAY SPECIAL USE PERMIT TO ALLOW FOR A MOBILE FOOD ESTABLISHMENT PARK; 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 0.54 acres ±; being more particularly described in Exhibit "A"; commonly known as 703 Crystal Falls Parkway; identified by Williamson Central Appraisal District tax identification number R035495; more particularly described in Instrument Number 2023075275; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Special Use Permit is hereby approved to allow a mobile food establishment park as conceptually shown in Exhibit "A". The term of this permit shall be limited to a time frame of five (5) years. At the end of this term, the applicant has the ability to request an extension.

SECTION 5. Recording Zoning Change. The City Council directs the Planning

Department to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

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

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

PASSED AND APPROVED on First Reading this the 18th day of December, 2025.
FINALLY PASSED AND APPROVED on this the 6th day of January, 2026.

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, November 13, 2025
Regular Meeting at 6:00 PM

[IGNORE_INDENT]

Place 1 – Donnie Mahan, Chair	**Place 5 – James Oliver**
Place 2 – Joseph Morales	**Place 6 –Laura Lantrip, Vice Chair**
Place 3 – Karen Lewis	**Place 7 –Tyler Bray**
Place 4 – Jay Coat	**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 November 6, 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.

6. Swearing in of Planning & Zoning Commissioners Karen Lewis, James Oliver, Jay Coats, and Tyler Bray.

7. Election of Chair.

   a. Nomination for position of Chair.
   b. Discussion of Nominees.
   c. Election of Chair.

   Motion to nominate Donnie Mahan as Chair

   By: Board Member Oliver
   Seconded: Board Member Lantrip

   Vote: 7 - 0

8. Election of Vice Chair.

a. Nomination for position of Vice Chair.
b. Discussion of Nominees.
c. Election of Vice Chair.

Motion to nominate Laura Lantrip as Vice Chair

By: Board Member Mahan
Seconded: Board Member Oliver

Vote: 7 - 0

9. Review of Board Reference Book including Rules of Procedure adopted by the City Council.

Presentation by City Secretary Dara Crabtree.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 10-14.

By: Board Member Morales
Seconded: Board Member Lewis

Vote: 7-0

10. Approval of the minutes for meeting held on October 9, 2025.

11. Approval of the extension of the application expiration for Subdivision Case FP-23-0129 Villas at Speaking Rock Final Plat; on one (1) parcel of land 10.756 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 513825, generally located east of Osage Drive and north of Durango Hills, Leander, Travis County, Texas.

12. Approval of the extension of the application expiration for Subdivision Case FP-24-0150 Leander ISD Elementary School #30 Final Plat; on one (1) parcel of land 31.417 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R624045, generally located northwest of the intersection of San Gabriel Parkway and Frontenac Street, Leander, Williamson County, Texas.

13. Approval of the extension of the application expiration for Subdivision Case PICP-23-0112 Villas at Speaking Rock Construction Plan; on one (1) parcel of land 10.756 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 513825, generally located east of Osage Drive and north of Durango Hills, Leander, Travis County, Texas.

14. Approval of the extension of the application expiration for Subdivision Case PICP-24-0139 Leander Business Center Public Waterline Construction Plan; on one (1) Parcel of land 10.249 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R031713, commonly known as 80 Mockingbird Hill, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

15. Conduct a Public Hearing regarding Special Use Case Z-25-0167 to consider action on a Special Use Permit to allow for Outdoor Entertainment and Special Event Space, a Farmer's Market, and a Mobile Food Establishment Park, on three (3) parcels of land approximately 1.56 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R302875, R036054, and

R565244; and generally located at the western terminus of E. Broade Street and N. Gabriel Street, Leander, Williamson County, Texas.

- Discuss and consider action regarding Special Use Case Z-25-0167 as described above.

Public Hearing opened at 6:17 p.m.; Public Hearing closed at 6:17 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve Special Use Permit Z-25-0167.

By: Board Member Morales
Seconded: Board Member Lewis

Vote: 7-0

16. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0179 to amend the current zoning of GC-3-C (General Commercial) to adopt the Crossroads PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on three (3) parcels of land approximately 20.726 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R032150, R032157, and R462464; and generally located south of Hero Way West, approximately 400 feet west of Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0179 as described above.

Public Hearing opened at 6:30 p.m.; Public Hearing closed at 6:34 p.m.; following discussion.

John Frushour, 1409 Pinot Noir St., Leander, Texas 78641 spoke in favor of the request.
Amy Frushour, 1409 Pinot Noir St., Leander, Texas 78641 spoke in favor of the request.

Bruce Safley, 301 N. Bagdad Rd., Leander, Texas 78641 spoke against the request.

Motion to approve Zoning Case Z-25-0179.

By: Board Member Mahan
Seconded: Board Member Lewis

Vote: 3 - 4 Board Member Lantrip, Board Member Morales, Board Member Oliver, Board Member Jay Coats

Motion failed.

17. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0183 to amend the current zoning of GC-3-C (General Commercial) to adopt the 2100 S. Bagdad Road PUD (Planned Unit Development) with the base zoning of GC-3-C (General Commercial) on one (1) parcel of land approximately 0.36 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R098183; and located at 2100 S. Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0183 as described above.

Public Hearing opened at 6:55 p.m., Public Hearing closed at 6:55 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to postpone Zoning Case Z-25-0183 to the December 11, 2025 meeting to allow the applicant to work with Staff on updating the request regarding the fencing requirements.

By: Board Member Mahan
Seconded: Board Member Lantrip

Vote: 7 - 0

18. Conduct a Public Hearing regarding Zoning Case Z-25-0198 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to GC-3-B (General Commercial) on one (1) parcel of land approximately one (1) acre ± in size, more particularly described by Williamson Central Appraisal District Parcel R341531; and generally located east of CR 269, approximately 300 feet south of Hero Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0198 as described above.

Public Hearing opened at 7:22 p.m.; Public Hearing closed at 7:24 p.m.; following discussion.

Genia Wart, 1551 CR 269, Leander, Texas 78641 spoke in favor of the request.
Suneel Vallabhaneni, 1531 CR 269, Leander, Texas 78641 spoke in favor of the request.

Motion to approve Zoning Case Z-0198.

By: Board Member Lantrip
Seconded: Board Member Oliver

Vote: 7 - 0

19. Conduct a Public Hearing regarding Special Use Case Z-24-0122 to consider action on a Special Use Permit to allow for a Mobile Food Establishment Park on one (1) parcel of land approximately 0.54 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R035495; and generally located at 703 Crystal Falls Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-24-0122 as described above.

Public Hearing opened at 7:35 p.m.,Public Hearing closed at 7:35 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve Special Use Permit Z-24-0122 for the Mobile Food Establishment with a five-year time limit with the following conditions:

1. The distance requirement is reduced from 150 feet to approximately 99.2 feet from the nearest single-family zoned property.
2. Limited hours of operation of 11:00 a.m. – 9:00 p.m. Sunday–Thursday and 11:00 a.m. – 10:00 p.m. Friday–Saturday.
3. No amplified music or loudspeakers. Modern, quiet generator systems shall be required.
4. A six-foot wood privacy fence along the neighbor's side, if requested, to reduce sound and visual impact.

By: Board Member Oliver
Seconded: Board Member Morales

Vote: 4 - 3 Board Member Lantrip, Board Member Lewis, Board Member Coats

REGULAR AGENDA

20. Discuss and consider action regarding Tree Removal Case TRP-25-0038 regarding the removal of multiple Significant and Heritage Trees associated with the Glory Hill Public Improvement Construction Plans (PICP-25-0217), generally located at the eastern terminus of Private Road 921, Williamson County, Texas.

    Postponed by the applicant.

21. 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 at southeast of the intersection of Mineral Drive and CR 175, Leander, Williamson County, Texas.

    Motion to approve the Significant and Heritage Tree Removal associated with Subdivision Case PP-25-0070.

    By: Board Member Lantrip
    Seconded: Board Member Coats

    Vote: 7 - 0

22. Adjournment
    Meeting adjourned at 7:55 p.m.

APPROVED

_____
CHAIR

ATTEST:

_____
STAFF LIAISON

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Receive a presentation from Policy Confluence, Inc. (Polco) regarding the National Community Survey 2025 Report of Results for the City of Leander.

BACKGROUND:
Policy Confluence, Inc. (Polco) administers the National Community Survey (NCS) for cities which includes standardized survey questions to evaluate a community's livability including safety; mobility; community design; inclusivity and engagement; health and wellness; economy; utilities; parks and recreation; natural environment; and education, arts and culture. The NCS is used to evaluate services, enhance communication, measure quality of life, build public trust, plan capital investments, inform budgeting, monitor performance, and support strategic planning.

At its meeting of January 2, 2025, the City Council approved funding in the amount of $40,500.00 and authorized the City Manager to execute an agreement with Polco to develop, implement, and analyze a city-wide community survey for the City of Leander. The City Council provided recommendations for survey questions, removed non-applicable questions, and requested an option for respondents to indicate the area where they reside.

The community survey was conducted in two phases: 1) sample households, and 2) open participation. The first phase of the community survey opened to sample households from May 1, 2025, to July 6, 2025. Polco mailed a survey postcard with a custom link to the online survey and follow-up letter with the paper survey to 3,000 randomly selected households. A total of 163 residents from the sample households submitted their responses to the community survey. The second phase released the open participation community survey to all residents from May 29, 2025, to July 6, 2025. A total of 1,014 residents submitted their responses during the open participation.

At the August 7, 2025, City Council meeting, the City Council provided direction regarding the selection of custom benchmarks to compare the community survey results based on Polco's existing data from other cities that have conducted the same community survey. Following this, Polco began work on analyzing the City of Leander's community survey results from sample households and the open participation separately.

Polco has prepared the National Community Survey 2025 Report of Results for the City of Leander. Click link to view Survey Results. Additionally, Polco has developed a webpage with access to the community survey results and analysis. The report includes an analysis of the survey results from sample households and open participation. Key findings of the community survey results include:

Community Strengths

- Community members value Leander as a family-friendly place to live.
- Residents express strong confidence in safety and public safety services in Leander.
- City services and affordability contribute to quality of life in Leander.

Focus Areas

- Transportation and mobility services show mixed ratings in Leander.
- Residents see opportunities to strengthen Leander's commercial areas and visitor appeal.
- Community members identified opportunities to strengthen health, wellness, and recreational offerings in Leander.

Other Notable Results — Community feedback highlights priorities for change and reasons for moving to Leander.

- About one (1) in four (4) respondents pointed to the economy, transportation, traffic, and roads as areas they would most like to see improved (26% each).
- Nearly one (1) in five (5) highlighted growth management, development, and housing as priorities for change (19%).
- When asked why they moved to Leander, about three (3) in ten (10) cited affordability and housing (31%), followed by community character and lifestyle (18%) and family or social ties (13%).

HISTORY/TIMELINE:

01/02/2025 - City Council approved funding in the amount of $40,500.00 with Policy Confluence, Inc. (Polco) to develop, implement, and analyze the community survey.
02/20/2025 - City Council discussed the implementation and communications plan for the community survey.
03/06/2025 - City Council provided direction regarding the community survey.
04/17/2025 - City Council discussed and provided direction regarding marketing materials for the community survey.
05/01/2025 - Postcards and letters mailed to 3,000 randomly selected households.
05/29/2025 - Open participation survey began and postcards were mailed to every household.
07/06/2025 - Community survey closed for sample households and open participation.
08/07/2025 - City Council provided direction for custom benchmark Cities to compare community survey data results.
September/October 2025 - Polco performed analysis of the community survey results and developed the report for review with city staff.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that the City Council receive a presentation from Policy Confluence, Inc. (Polco) regarding the National Community Survey 2025 Report of Results for the City of Leander and discuss the results of the survey.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

---

Fiscal Impact

Attachments:

1. Presentation

Polco

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

Leander, TX

The National Community Survey™

2025 Results

Polco

Civic Communication & Analytics Platform

Smarter, better-connected communities. A civic surveying, policy polling, and constituent communication tech platform.

Visit us online at

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National Research Center

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Exclusive Partners

ICMA

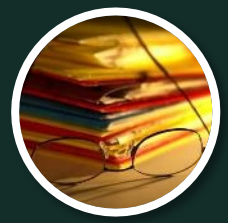
NLC NATIONAL LEAGUE OF CITIES

CITIES STRONG TOGETHER

Resident Surveys in Local Governance

Monitor trends in resident opinion

Measure government performance



Inform budget, land use, strategic planning decisions

Benchmark against other communities

The NCS™ Facets of Community Livability

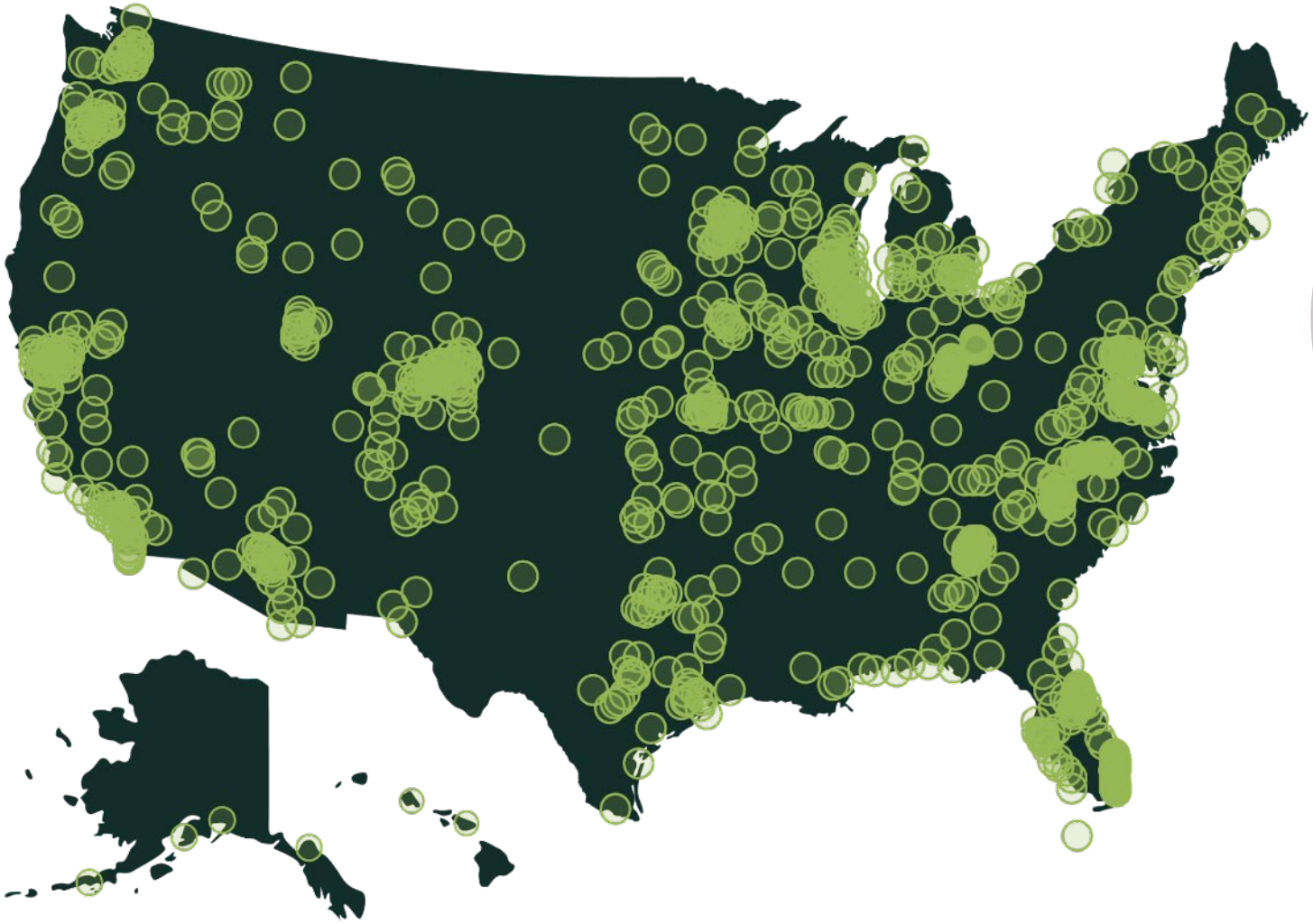
THE NCS™
THE NATIONAL COMMUNITY SURVEY™

The National Community Survey™ in Leander

The NCS™ for Leander, TX

- First time conducting The NCS
- Survey conducted from May 1, 2025 – July 6, 2025
- Mailing approach employed:
  - Probability-based sample of 3,000 randomly selected households
  - 163 total responses received
  - 5% overall response rate
  - Non-probability, open-participation survey: 1,014 responses
- Results statistically weighted to reflect Leander overall
- 95% confidence interval with a +/- 8% margin of error

Polco's Benchmarking Database

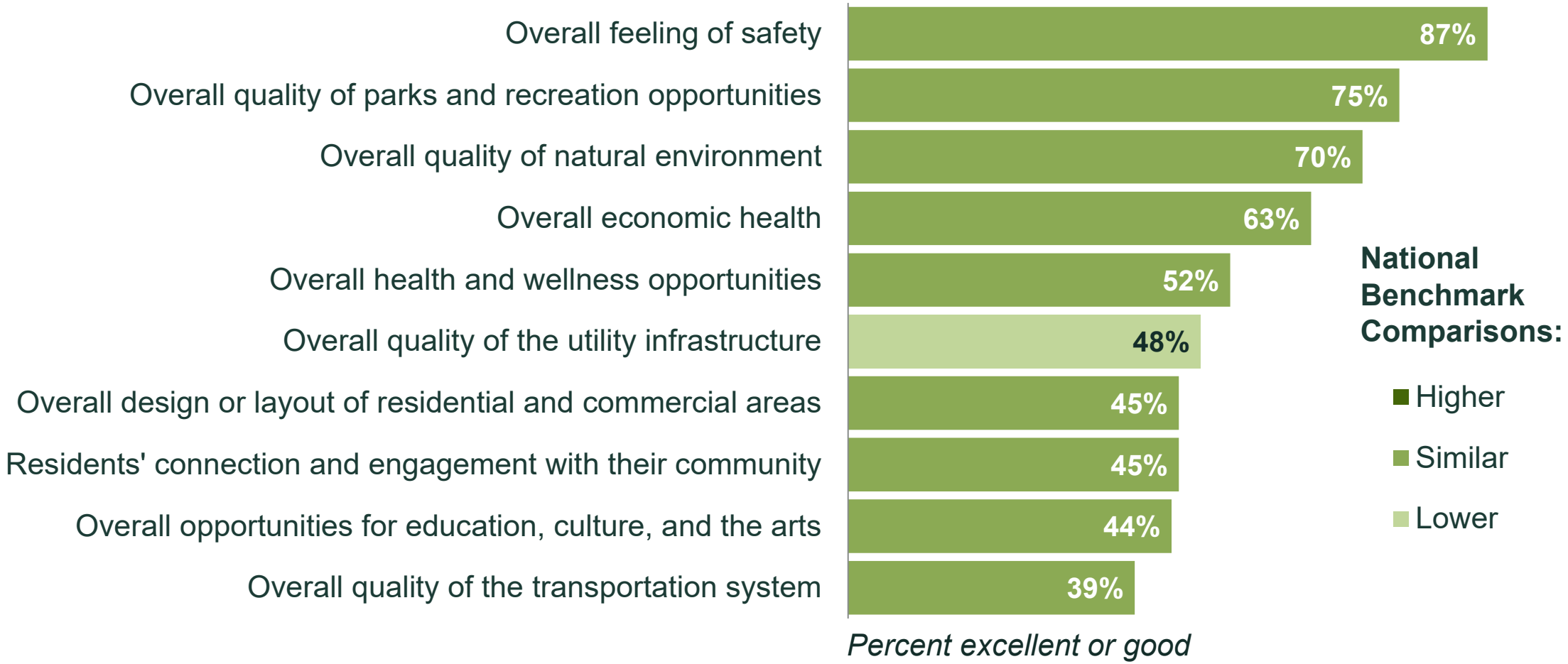


More than **500** comparison communities across the nation.

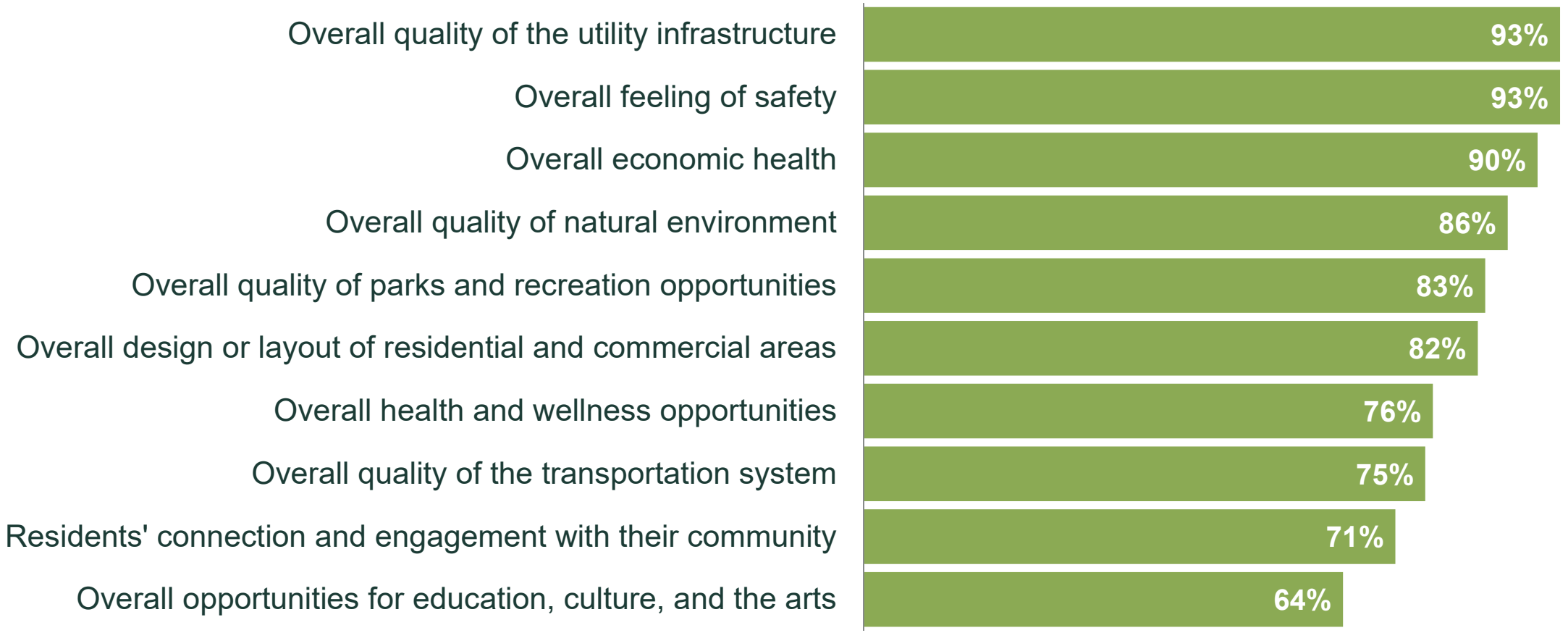
Representing the opinions of more than **50 million** residents.

Overview of Survey Results

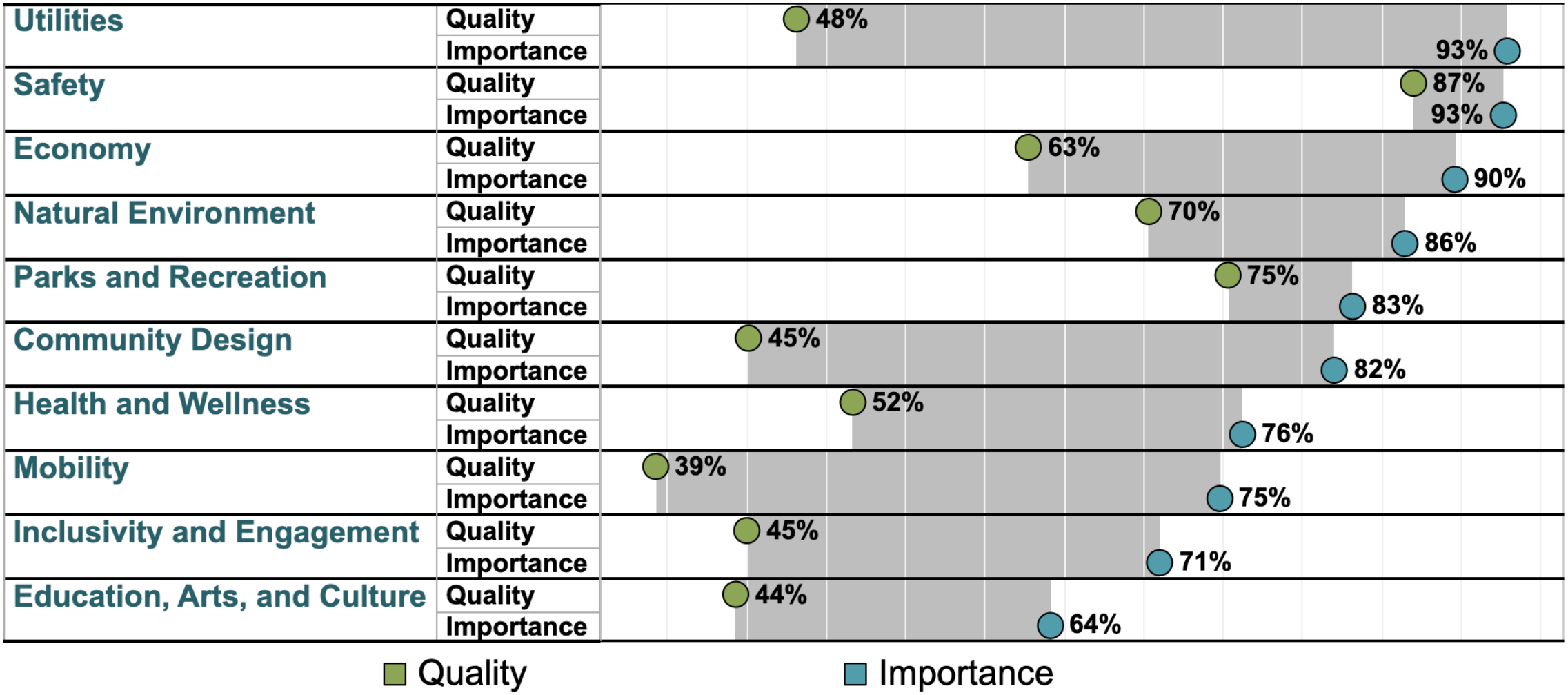
Facets of Community Livability: **Quality**



Facets of Community Livability: **Importance**



Balancing Quality and Importance



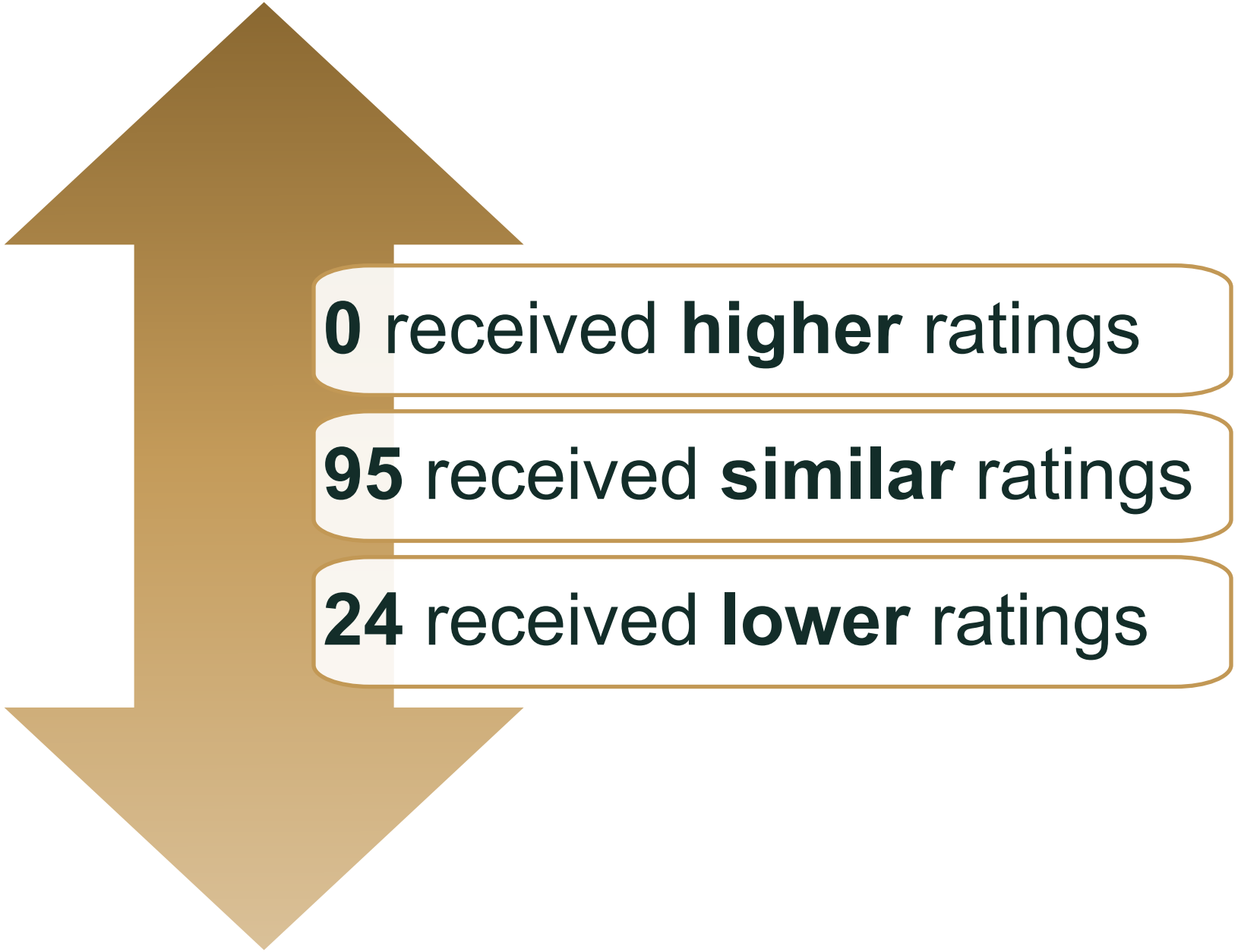
Comparisons to National Benchmarks

2 received **higher** ratings

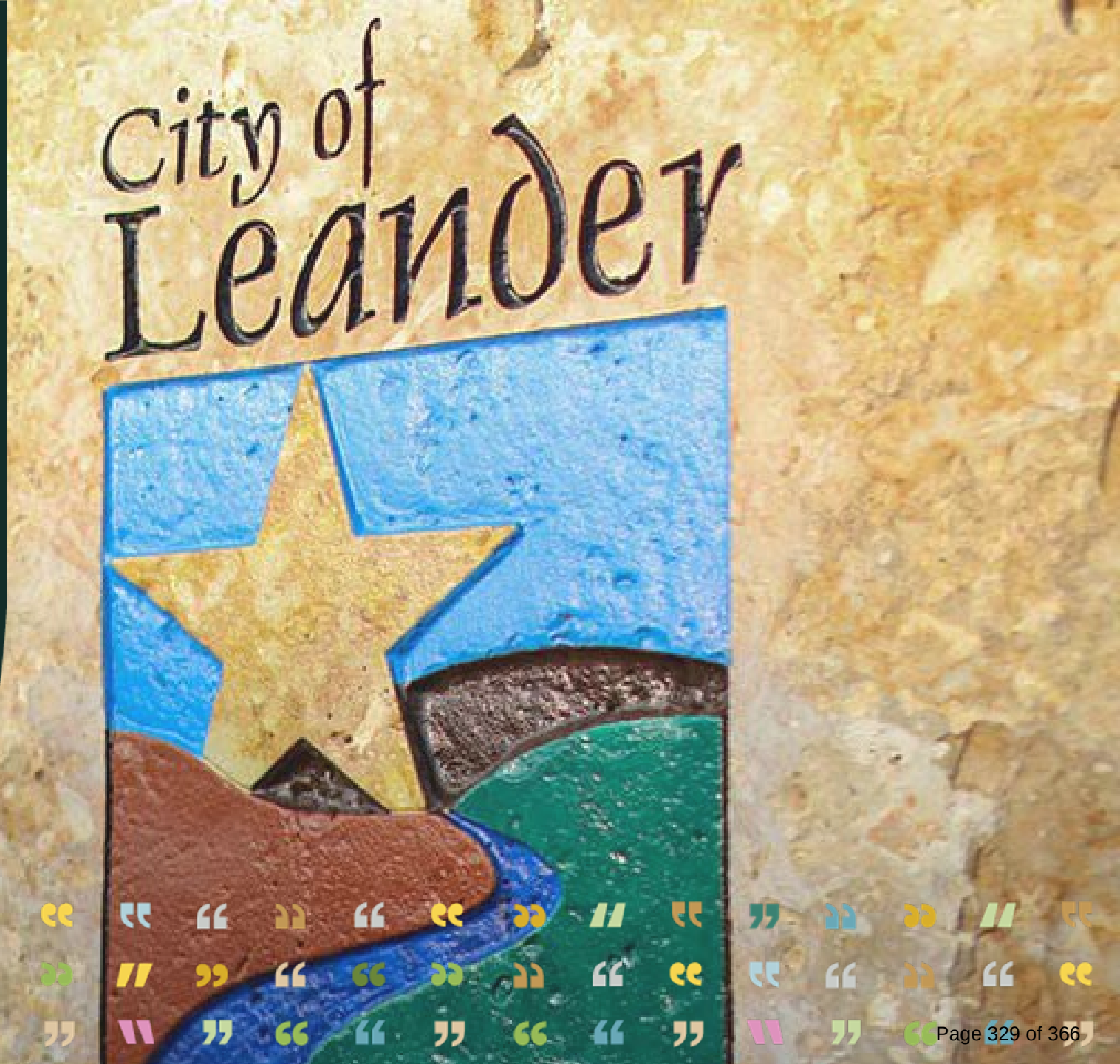
102 received **similar** ratings

15 received **lower** ratings

Comparisons to Custom Benchmarks



Key Findings



Community members value Leander as a family-friendly place to live.

Family-Friendliness in Leander

About

9 in 10

residents gave **excellent** or **good** ratings to:

- Leander as a place to raise children
- Their neighborhood as a place to live

7 in 10 residents
gave **excellent** or **good** ratings to:

- K-12 education
- Efforts to take care of vulnerable residents, **higher than national benchmark**

Family-Friendliness in Leander

About

8 in 10

residents gave **excellent** or **good** ratings to:

- Overall customer service provided by Leander employees

5 in 10 residents
gave **excellent** or **good** ratings to:

- The affordability of quality housing, **higher than national benchmark**

Residents express strong confidence in safety and public safety services in Leander.

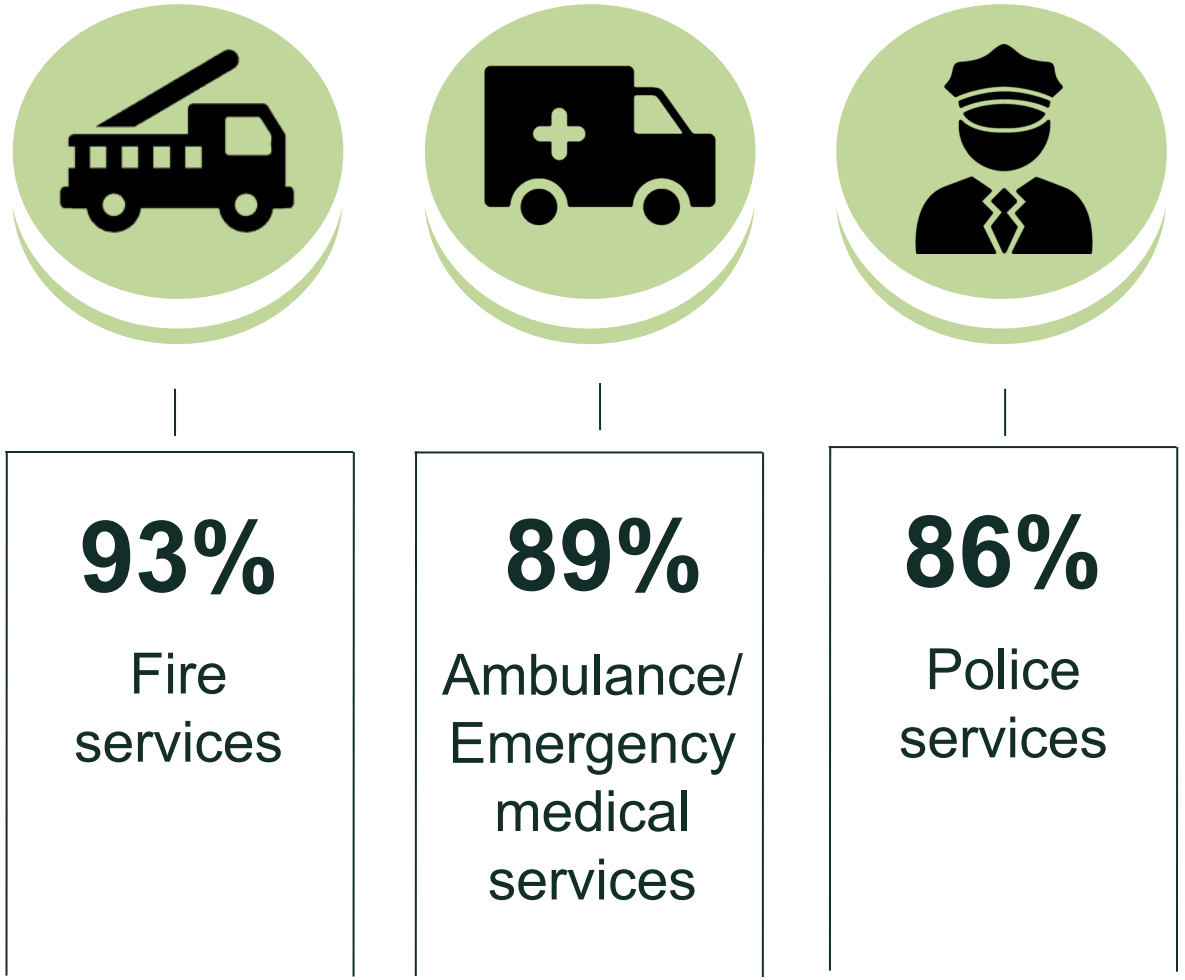
Safety in Leander

Please rate how safe or unsafe you feel:

National Benchmark Comparison

- Higher
- Similar
- Lower

Safety Services in Leander



Percent excellent or good

3

Residents see opportunities to strengthen Leander's commercial areas and visitor appeal.

The Economy in Leander

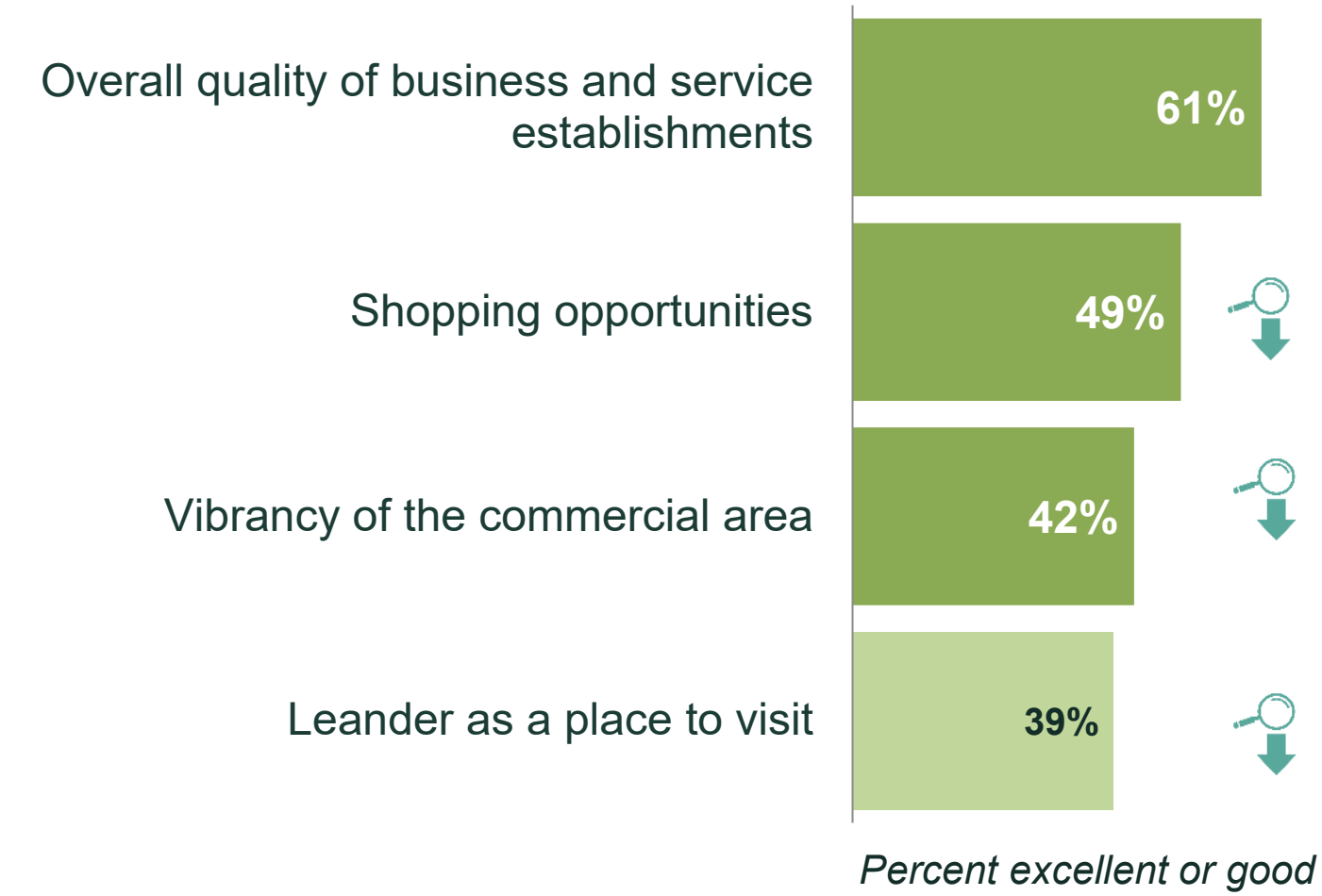
Please rate each of the following in the Leander community:

National Benchmark Comparison

- Higher
- Similar
- Lower

Custom Benchmark

Higher/Lower than



4

Community members identified opportunities to strengthen health, wellness, and recreational offerings in Leander to residents.

Wellness and Recreation in Leander

Please rate each of the following in the Leander community:

National Benchmark Comparison

- Higher
- Similar
- Lower

Custom Benchmark

Higher/Lower than

5

Transportation and mobility services show mixed ratings in Leander.

Mobility in Leander

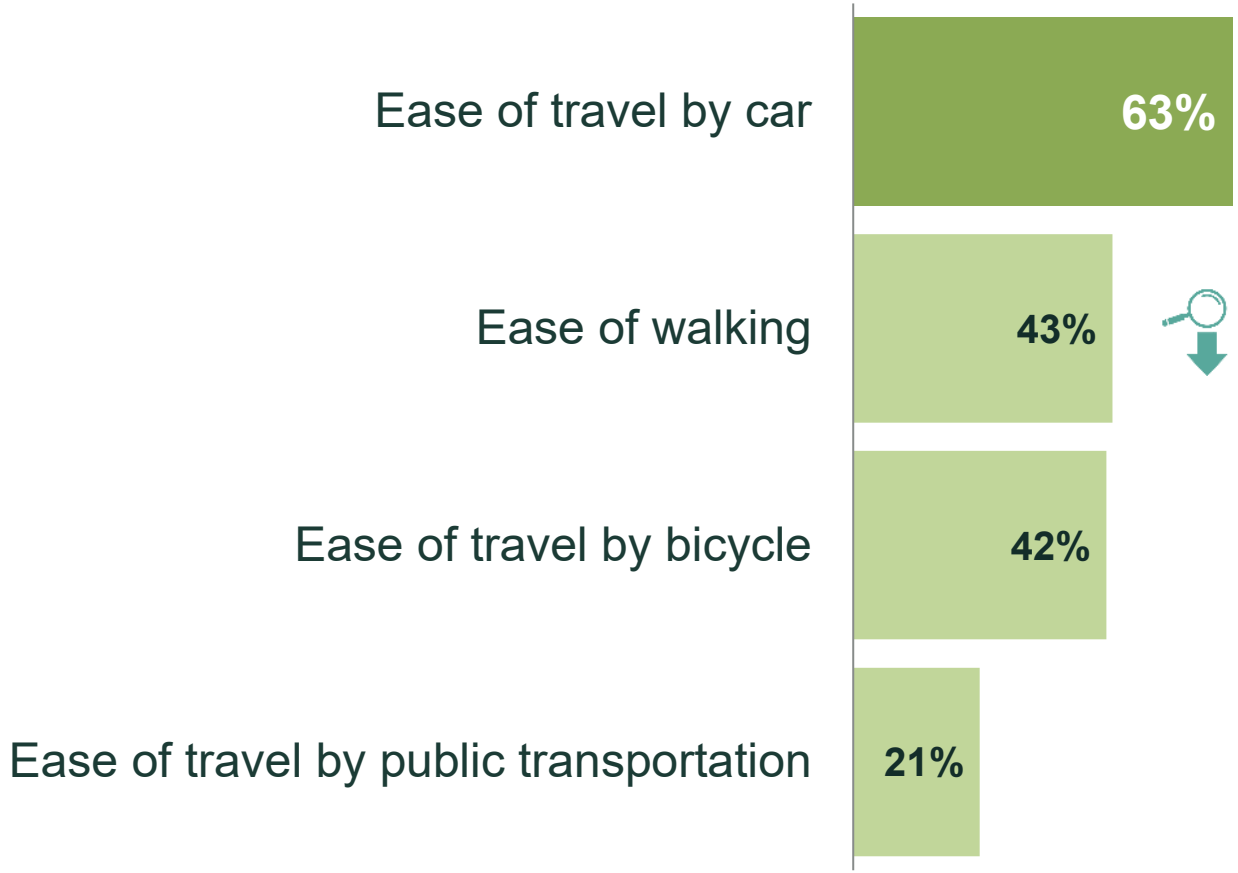
Please rate each of the following in the Leander community:

National Benchmark Comparison

- Higher
- Similar
- Lower

Custom Benchmark

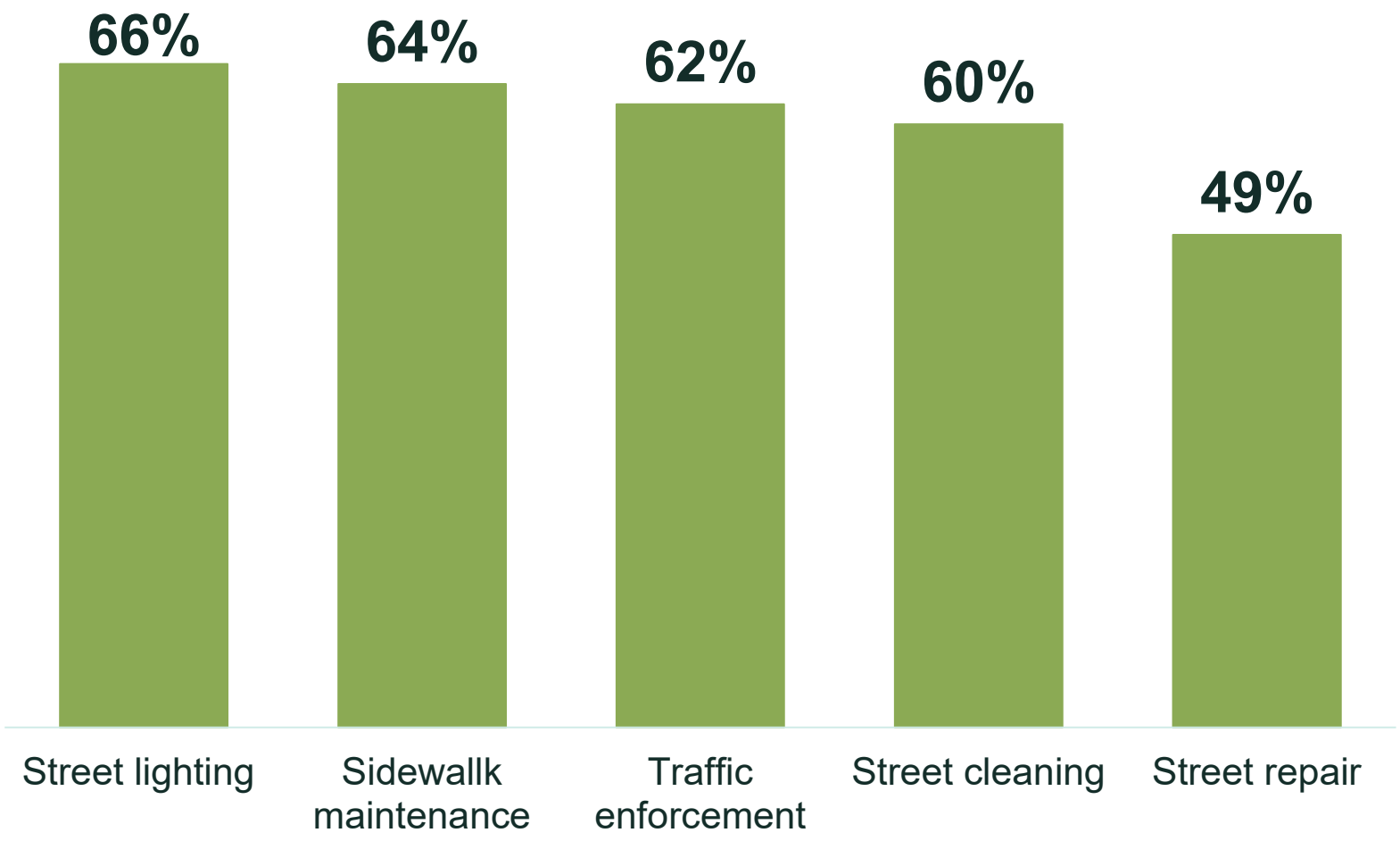
Higher/Lower than



Mobility Services in Leander

National Benchmark Comparison

- Higher
- Similar
- Lower



Additional Special Topics

THE NCS™ The National Community Survey™

11. Please rate how important, if at all, you think it is for the Leander community to focus on each of the following in the coming two years.

	Essential	Very important	Somewhat important	Not at all important
Overall economic health of Leander	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Leander	1	2	3	4
Overall design or layout of Leander's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Leander (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Leander	1	2	3	4
Overall quality of natural environment in Leander	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Leander	1	2	3	4
Overall opportunities for education, culture, and the arts	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

12. Why did you move to Leander?

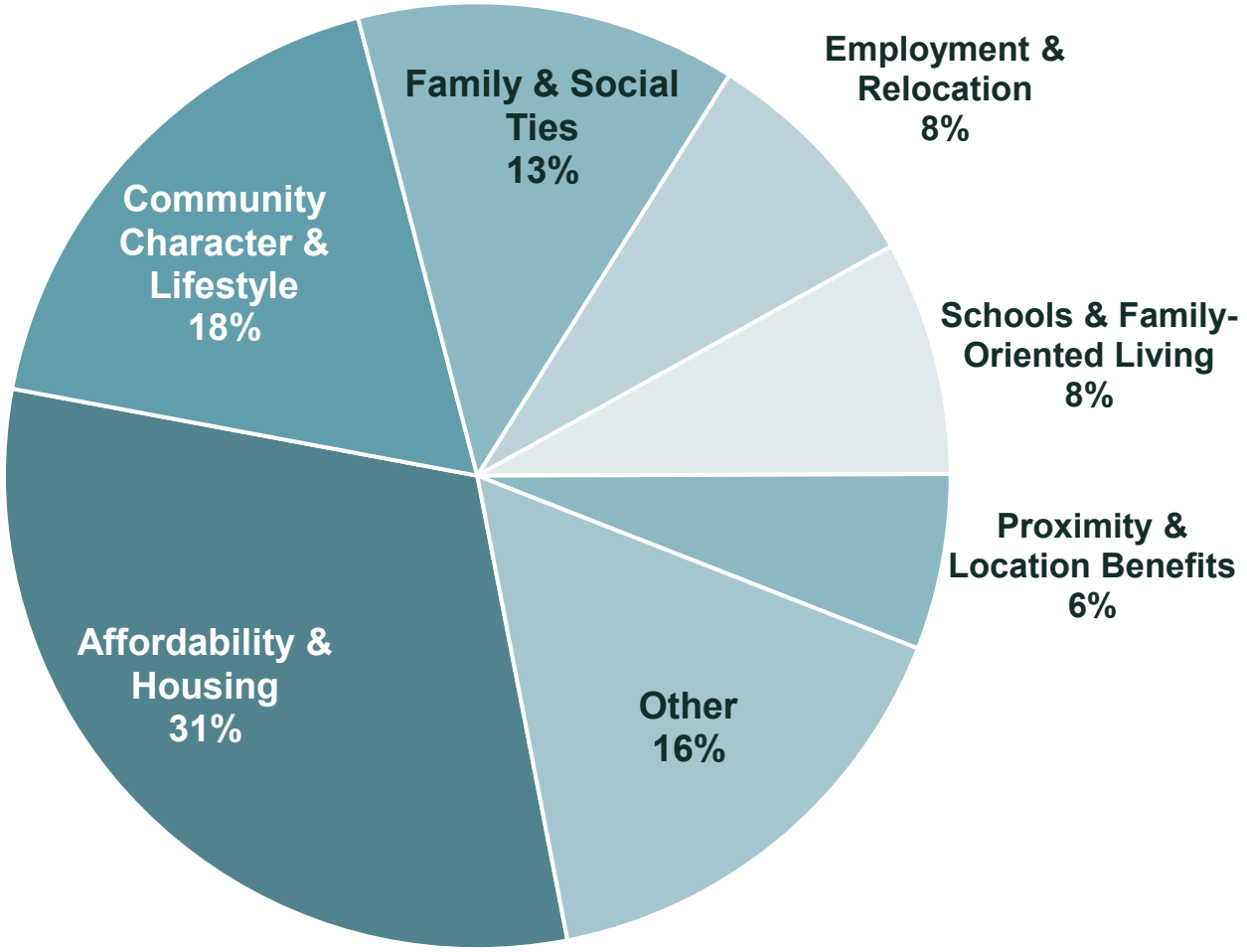
_____

13. If you could change one thing about Leander, what would it be?

_____

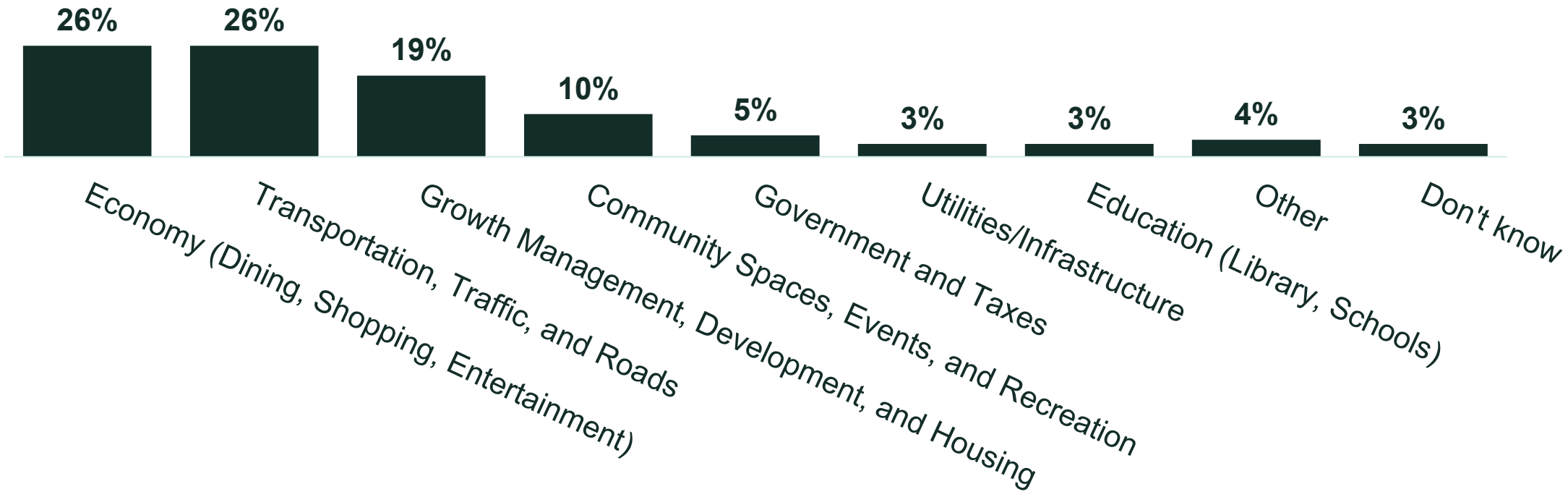
Resident Reasons for Moving to Leander

Why did you move to Leander?



Resident Suggestions for Change

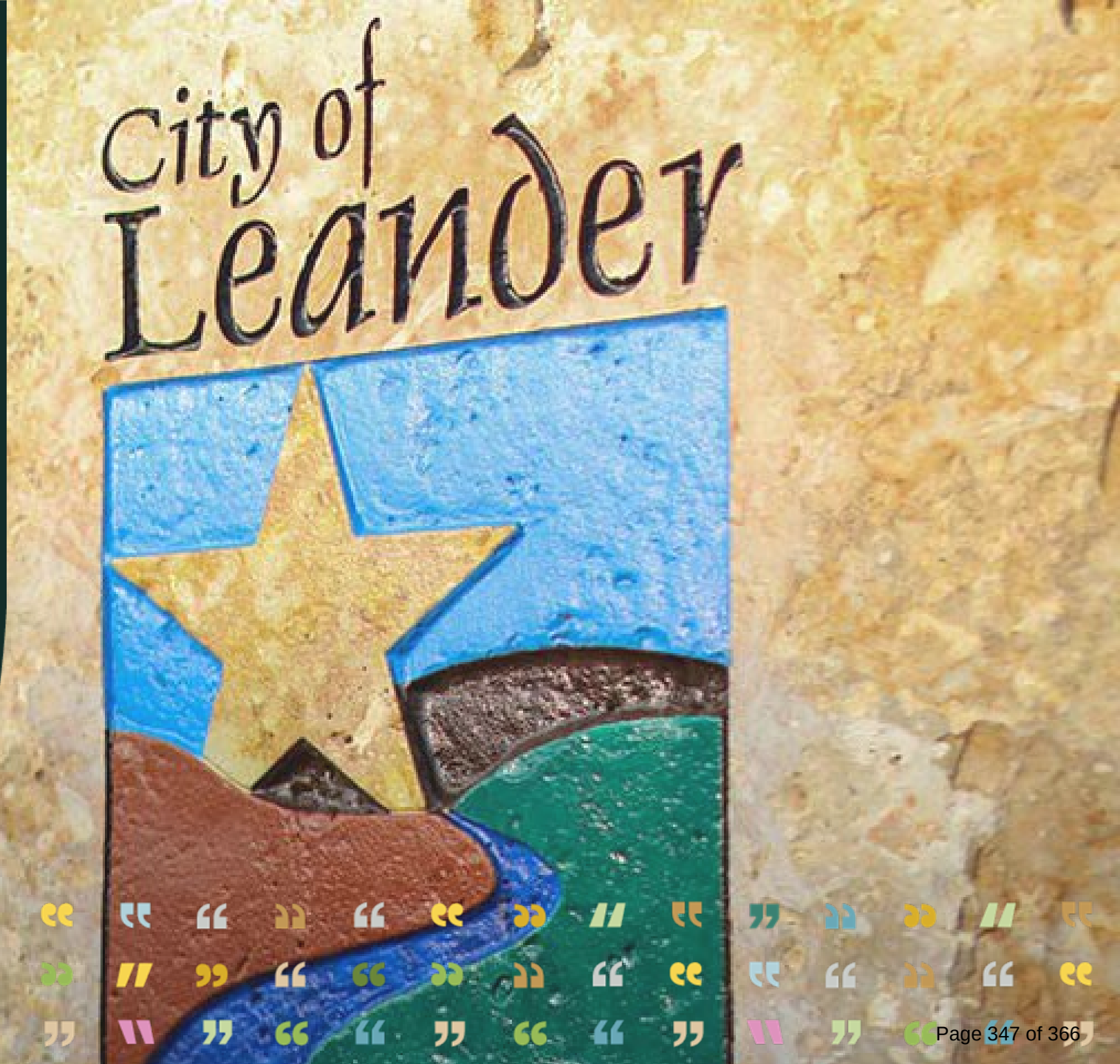
If you could change one thing about Leander, what would it be?



Summary of Conclusions

1. Community members value Leander as a family-friendly place to live.
2. Residents express strong confidence in safety and public safety services in Leander.
3. Residents see opportunities to strengthen Leander's commercial areas and visitor appeal.
4. Community members identified opportunities to strengthen health, wellness, and recreational offerings in Leander.
5. Transportation and mobility services show mixed ratings in Leander.

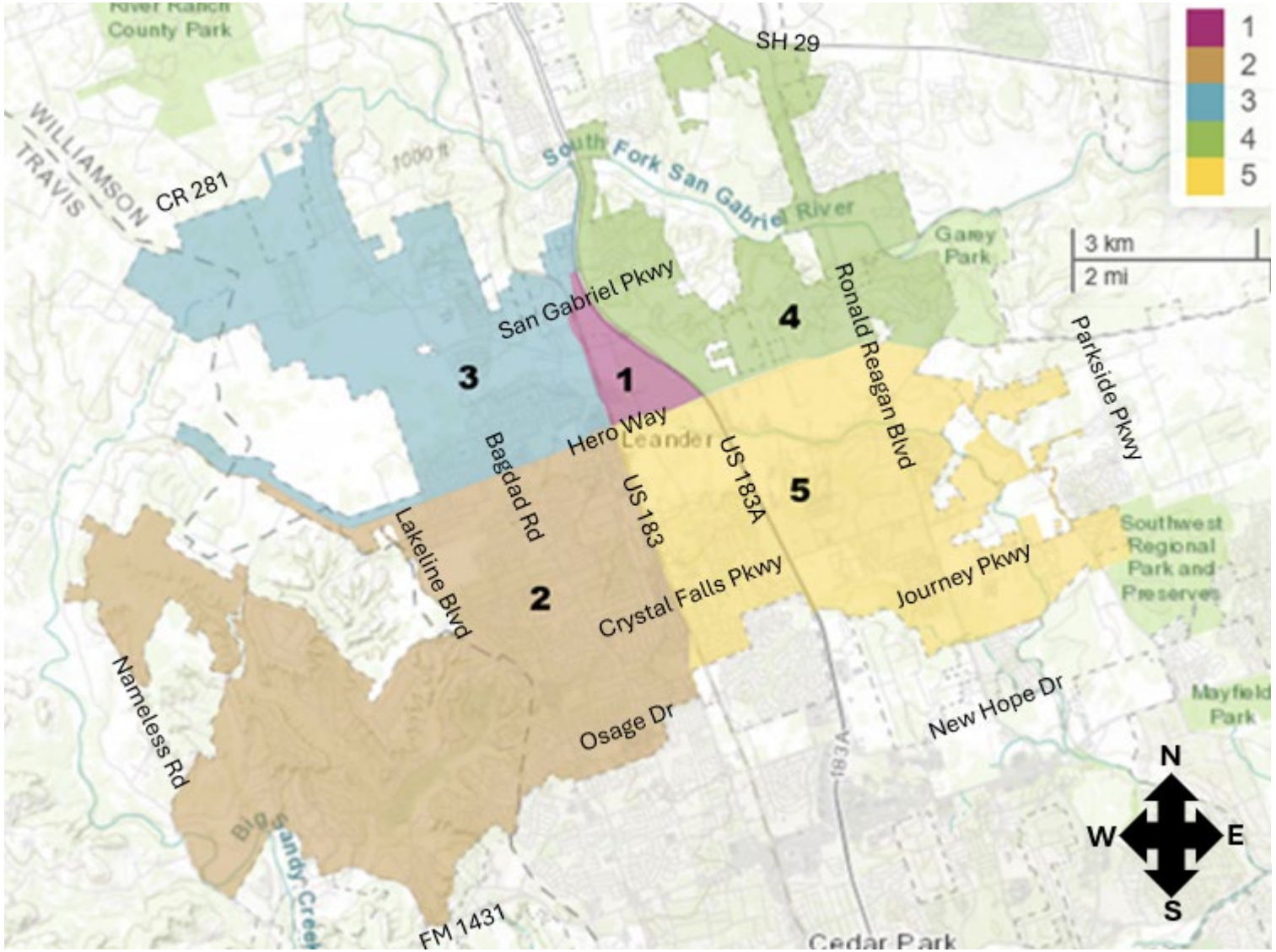
Open Participation Findings



Open Participation Survey Methods

- Survey open to all Leander residents beginning May 29, 2025, and remained open for five weeks.
- 1,014 responses were received.
- Identical to the probability sample survey, with two added questions: one asking where respondents live and another on how they heard about the survey.
- Sampling: Not randomly selected; representativeness cannot be guaranteed.

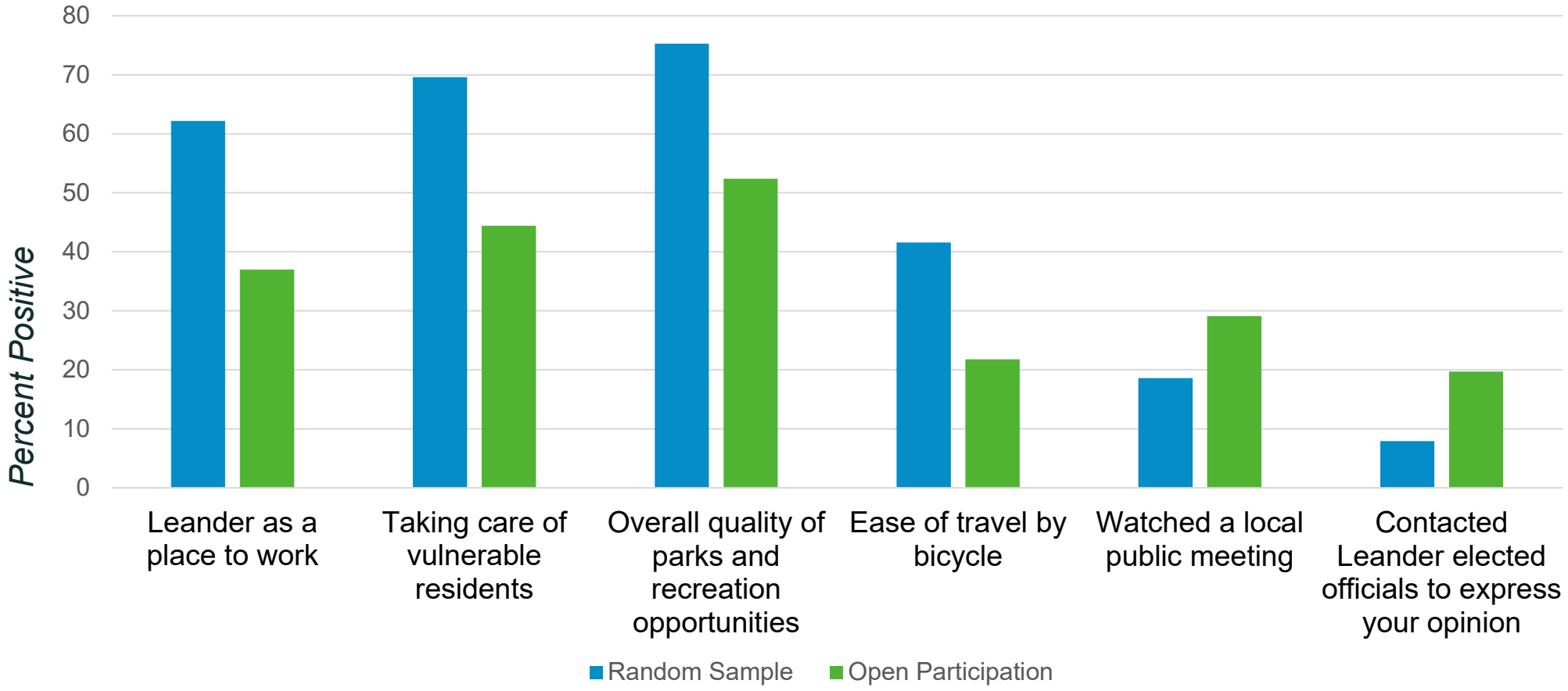
Open Participation Survey Methods



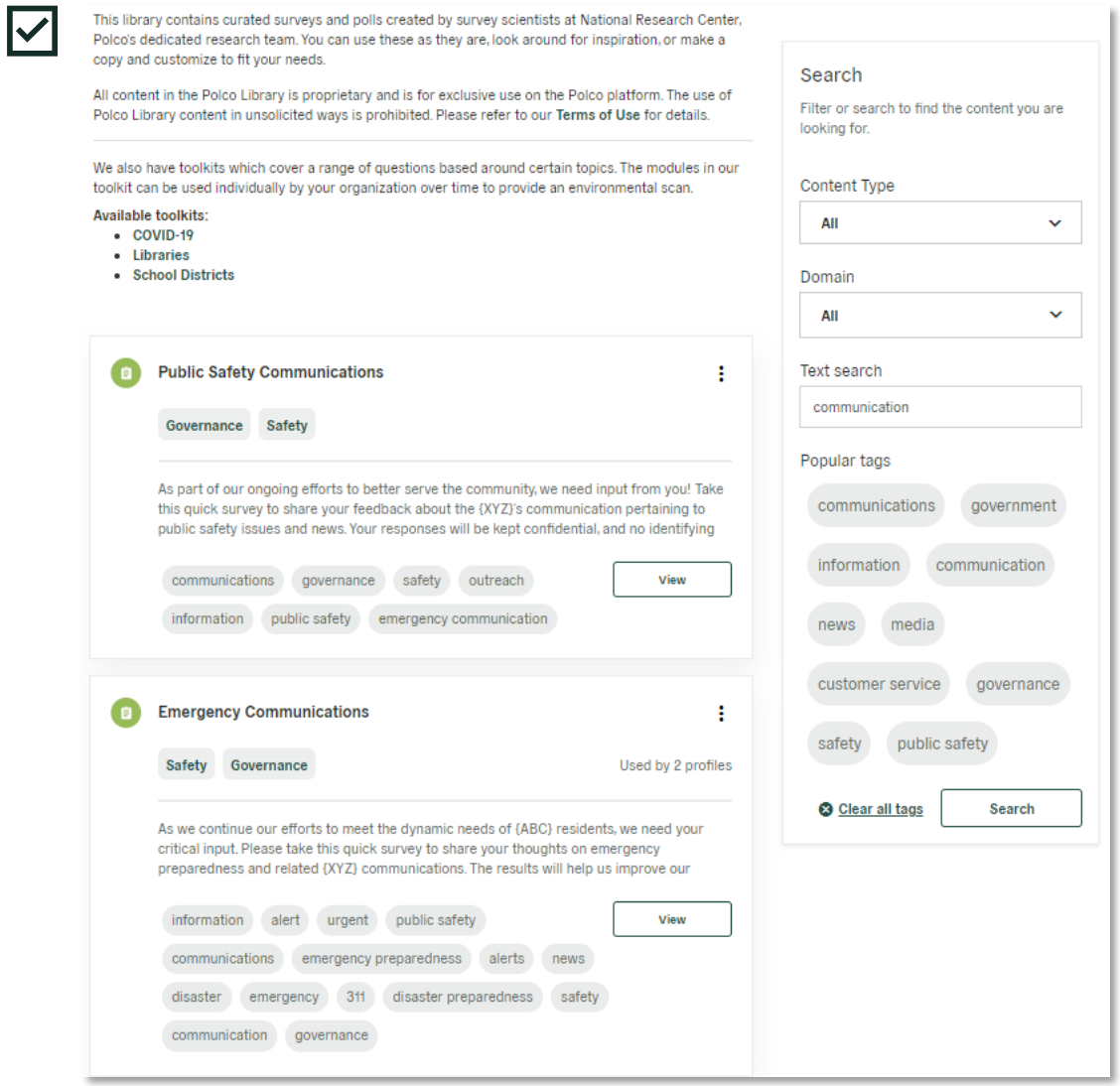
1. In which district of Leander do you live? (Refer to map above.)

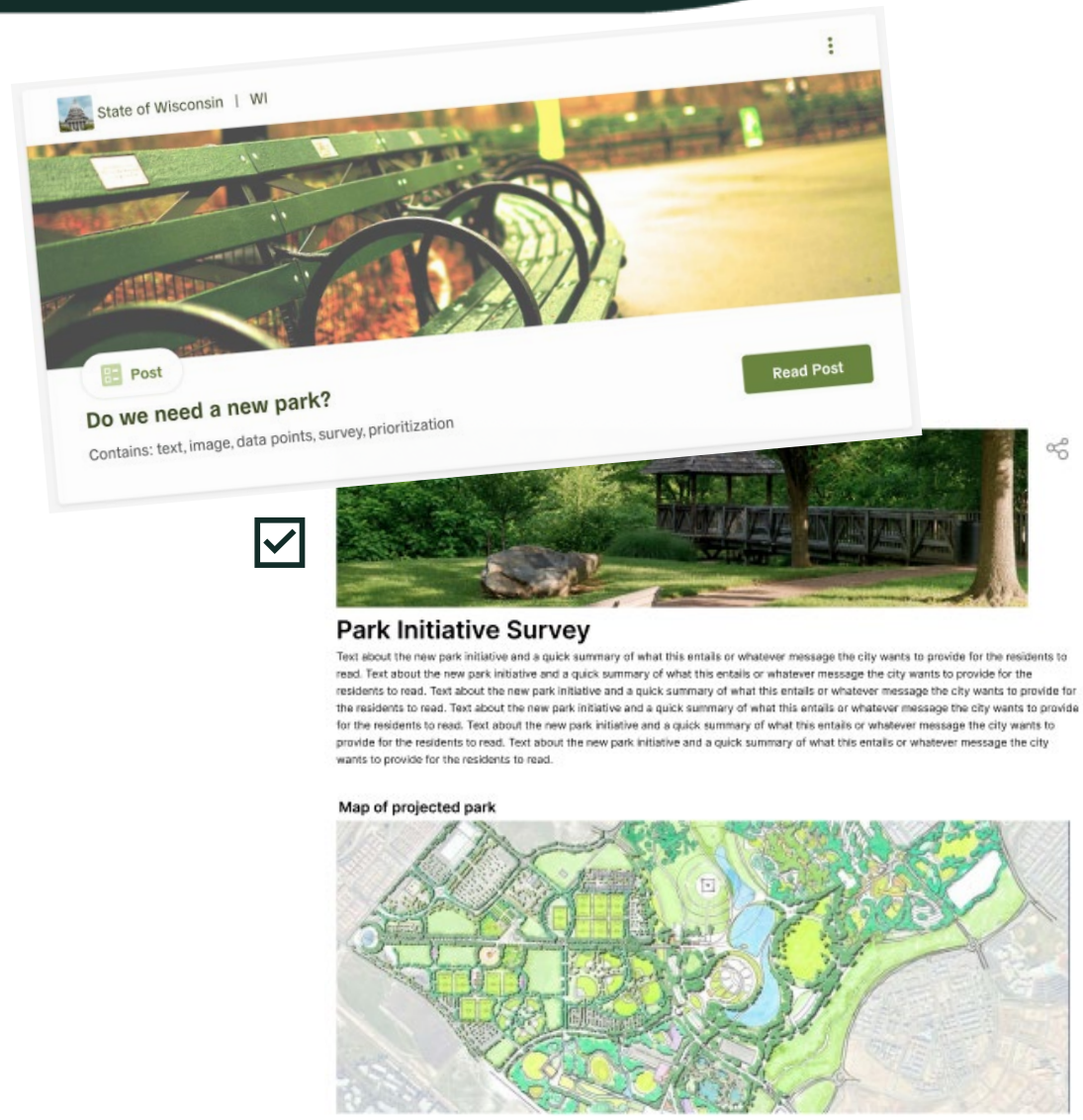
District 1 (Purple)	3% (33)
District 2 (Orange)	41% (419)
District 3 (Blue)	20% (203)
District 4 (Green)	13% (127)
District 5 (Yellow)	22% (225)
None of these/I don't live in Leander	0% (4)

Open Participation and Random Sample Comparisons



Next Steps: **ENGAGE** With Community Members





☑ Included in Current Subscription ⊕ Optional Add-on

Questions?

Thank you!

Tobin McKearin
COO
Polco
tobin.mckearin@polco.us

AGENDA ITEM # 31

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Discuss and consider action on Ordinance Case OR-25-0035 amending Article 12.08, which governs Roadway Impact Fees (RIF) to adopt exemptions from assessment of additional impact fees due to increase in service units under certain circumstances; providing a definition for small business; providing for open meetings and effective date; and providing for related matters**.**

BACKGROUND:
At the September 4, 2025, workshop on Roadway Impact Fees (RIF) and Roadway Adequacy Fees, City Councilmembers discussed the manner in which the RIF program was being implemented and its impacts in certain circumstances, particularly in relation to existing developments. At the time of the RIF study's adoption, the City Council intended that the RIF would primarily apply to new developments. City staff presented the following recommendations in response to City Council discussion and direction:

1. Amend the RIF Ordinance to provide that 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. Proposed Small Business.
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.

Staff provided the following information in support of the recommendations:

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.

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. City staff found that this option would result in an increase in the fees as part of a combination of the categories. This change would not meet the intent of the direction received by City Council.

Council directed staff to bring back an ordinance adopting the proposed amendments to the RIF Ordinance.

GENERAL IMPACT FEE INFORMATION

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

The 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. RIFs 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 RIF study to calculate the costs to add capacity to meet growth projections and calculate the fees that would be adequate to recover the incremental cost of impacts from each new unit of development on Leander's arterial and collector roadways. Kimley-Horn and Associates (KHA), a planning and design engineering consultant, conducted the study. Leander City Council approved the RIF 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.

Fees are calculated via a formula that takes into account the trips associated with proposed use(s). 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.

HISTORY/TIMELINE:

01/07/2023 RIF Ordinance Effective Date
01/07/2024 RIF Collections Effective Date
09/04/2025 Council Workshop to discuss RIF
09/11/2025 Council direction to staff to update RIF Ordinance
11/06/2025 Council discussion regarding updates to RIF Ordinance

APPLICANT/AGENT:

Development Services Department

RECOMMENDATION:

Staff recommends approval of Ordinance Case OR-25-0035 amending Article 12.08, which governs Roadway Impact Fees (RIF) to adopt exemptions from assessment of additional impact fees due to increase in service units under certain circumstances; providing a definition for small business; providing for open meetings and effective date; and providing for related matters**.**

PRESENTER:

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

Fiscal Impact

Attachments:

1. OR-25-0035 Att 1 Ordinance Redline
2. OR-25-0035 Att 2 Ordinance

Sec. 12.08.003 Definitions:

Small business. An independently owned for-profit or non-profit entity with a physical Leander business address that meets the following requirements:

(1) Business must not be a subsidiary of a larger company nor a franchisee of a chain with more than five (5) franchises;
(2) Annual revenues of $2,500,000 or less for the most recent twelve (12) month period;
(3) Twenty-five (25) employees or less;
(4) Business operations established at least one (1) year prior to making the development application that would trigger a new assessment of roadway impact fees under section 12.08.006(b);
(5) Proof of qualifications affidavit notarized by State of Texas notary; and
(6) Is not a Sexually Oriented Businesses, Vape Shops, or Game Rooms.

Sec. 12.08.006. – Assessment of Roadway Impact Fees

(b) Except as provided by section 12.08.006(f), following assessment of the roadway impact fee pursuant to subsection (a), the amount of the roadway impact fee assessed per service unit for that new development cannot be increased, unless the owner proposes to change the approved development by the submission of a new application for final plat approval or replat approval or other development ~~applicant~~ application that results in approval of additional service units, in which case new assessment shall occur at the rate then in effect, as set forth in section 12.08.005(b).

(f) An increase in service units due to the following are exempt from assessment of additional impact fees under section 12.08.006(b):

(1) Tenant finish-outs, remodels, and certificate of occupancy changes for new or shell buildings permitted prior to January 7, 2023.
(2) Tenant finish-outs, remodels, and certificate of occupancy changes where the new assessment conducted pursuant to section 12.08.006(b) would result in roadway impact fees at the collection rate of $2000 or less.
(3) A small business.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING ARTICLE 12.08, WHICH GOVERNS ROADWAY IMPACT FEES TO ADOPT EXEMPTIONS FROM ASSESSMENT OF ADDITIONAL IMPACT FEES DUE TO INCREASE IN NEW SERVICE UNITS UNDER CERTAIN CIRCUMSTANCES; PROVIDING A DEFINITION FOR SMALL BUSINESS; PROVIDING FOR OPEN MEETING AND EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS

WHEREAS, Chapter 395 of the Texas Local Government Code (the "Statute") authorizes and provides the requirements for political subdivisions to impose impact fees on new developments in order to generate funding or recoup the costs of capital improvements or facility expansion necessitated by and attributable to the new development;

WHEREAS, after following the required statutory processes, the City Council adopted roadway impact fees and provided for the assessment, collection, and administration of said fees; and

WHEREAS, the City Council desires to adopt exemptions from assessment of additional impact fees due to increase in service units under the circumstances set forth in this ordinance;

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

Section 1. Findings of Fact. The findings and recitations set out hereinabove are 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. Definition of "Small Business". Section 12.08.003, Definitions, of the City of Leander Code of Ordinances (the "Code") is hereby amended to add a definition of "small business" to read as follows:

Small business. An independently owned for-profit or non-profit entity with a physical Leander business address that meets the following requirements:

(1) Business must not be a subsidiary of a larger company nor a franchisee of a chain with more than five (5) franchises;
(2) Annual revenues of $2,500,000 or less for the most recent twelve (12) month period;
(3) Twenty-five (25) employees or less;
(4) Business operations established at least one (1) year prior to making the development application that would trigger a new assessment of roadway impact fees under section 12.08.006(b);
(5) Proof of qualifications affidavit notarized by State of Texas notary; and

(6) Is not a Sexually Oriented Businesses, Vape Shops, or Game Rooms.

Section 3. Exemption from Assessment of Roadway Impact Fees.

a. Section 12.08.006(b), Assessment of Impact Fees, of the Code is hereby amended in its entirety to read as follows:

> (b) Except as provided by section 12.08.006(f), following assessment of the roadway impact fee pursuant to subsection (a), the amount of the roadway impact fee assessed per service unit for that new development cannot be increased, unless the owner proposes to change the approved development by the submission of a new application for final plat approval or replat approval or other development application that results in approval of additional service units, in which case new assessment shall occur at the rate then in effect, as set forth in section 12.08.005(b).

b. Section 12.08.006, Assessment of Impact Fees, of the Code of Ordinances is hereby amended to add subsection (f) to read as follows:

> (f) An increase in service units due to the following are exempt from assessment of additional impact fees under section 12.08.006(b):
>
> (1) Tenant finish-outs, remodels, and certificate of occupancy changes for new or shell buildings permitted prior to January 7, 2023.
>
> (2) Tenant finish-outs, remodels, and certificate of occupancy changes where the new assessment conducted pursuant to section 12.08.006(b) would result in roadway impact fees at the collection rate of $2000 or less.
>
> (3) A small business.

Section 4. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting roadway impact fees within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 5. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence,

paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Effective Date. This ordinance shall take effect immediately from and after its passage.

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

PASSED AND APPROVED this 18th day of December, 2025.

Attest:	**CITY OF LEANDER, TEXAS**
_____	_____
Dara Crabtree, City Secretary	Na'Cole Thompson, Mayor Pro Tem

AGENDA ITEM # 32

EXECUTIVE SUMMARY
12/18/2025

AGENDA SUBJECT:
Discuss and consider action on the annual appointment of the Tax Increment Reinvestment Zone (TIRZ) No. 1 Board Chair for a term from January 1, 2026 through December 31, 2026.

BACKGROUND:
That the City Council's creation of the Tax Increment Reinvestment Zone No. 1 (TIRZ) enabled the proper planning, layout, financing and construction within the Zone of a system of public streets and roadways, and water, wastewater and drainage systems, to improve traffic flow and access, public safety, eliminate some conditions that endanger life or property, and provide facilities necessary to the public safety, health and welfare, while significantly enhancing the Reinvestment Zone Number One to value of all the taxable real property in the Zone and the economic well being of the general public.

Ordinance No. 06-029-00 creating the TIRZ No. 1 Board, adopted September 7, 2006, states the City Council shall annually appoint a member of the Board to serve as Chair for a one (1)- year term beginning January 1st and ending December 31st. The Board may elect a Vice-Chair to serve in the absence of the Chair, and other Officers as appropriate. This item will provide the City Council an opportunity to satisfy the requirement of the annual appointment of the Chair to the TIRZ No. 1 Board.

Current Boardmembers are as follows: Place 1 Vacant (was former Mayor DeLisle who also served as Chair), Place 2 Cynthia Long, Place 3 Robert Biles, Place 4 Sheetal Gampawar, and Place 5 Kelsey Stone (Williamson County's Appointment).

Previously serving as Chair of TIRZ for last six (6) years:

- 2021 - 2025 — Christine DeLisle, and
- 2019- 2020 — Troy Hill.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:
City staff recommends that the City Council discuss and consider action on the annual appointment of the Tax Increment Reinvestment Zone (TIRZ) No. 1 Board Chair for a term from January 1, 2026, through December 31, 2026.

PRESENTER:

Fiscal Impact

Attachments:

1. TIRZ & DA Board of Directors

Sec. 11.05.033 Board of directors

TIRZ #1 shall be governed by a five (5) person board of directors (the board). One member of the board may be appointed by the Williamson County commissioners court (the county). The board of trustees of the LISD and the board of the WCID have, in writing, prior to the date hereof, waived appointment of a board member. Four members of the board shall be appointed by the city council. If the county waives the appointment of a board member, the position shall be filled by a city council appointment.

(1) Qualifications. Each member of the board shall be a qualified voter of the city or county, as applicable, or a person eighteen (18) years of age or older, who owns real property within TIRZ #1.

(2003 Code, sec. 11.423)

(2) Term of office. The members of the board shall be identified by place numbers one (1) through five (5). Board members shall serve two-year terms, with the term beginning on November 1st of the year of appointment and expiring on October 31st two years later. The term for board members 2 and 4 shall begin on November 1st following the general election of the mayor and city council places 2 and 4, and shall expire on October 31st two years later. The term for board members 1, 3, and 5 shall begin on November 1st following the general election of city council places 1, 3, and 5, and shall expire on October 31st two years later. (Ordinance 18-019-00, sec. 12, adopted 4/19/18)

(3) Officers. The city council shall annually appoint a member of the board to serve as chair of the board for a one-year term beginning January 1st and ending December 31st. The board may elect a vice-chair to serve in the absence of the chair, and other officers as appropriate.

(4) Meetings. The board may hold its meetings at any place within the city as the board may from time to time determine; provided that, in the absence of any such determination by the board, the meetings shall be held at the Pat Bryson Municipal Hall or the city hall. The board shall conduct its meetings in accordance with the requirements of the act and the Texas Open Meetings Act, chapter 551, Tex. Gov't. Code, as amended. Regular meetings of the board shall be held at such times and places as shall be designated, from time to time, by resolution of the board. Notice of regular meetings need not be given to each of the directors, but public notice of each meeting shall be given in the manner prescribed by law. Special meetings of the board shall be held whenever called by the chair, or the vice-chair in the absence of the chair, or upon advice of or request by the mayor. A majority of the directors fixed by this division shall constitute a quorum for board meetings. The act of a majority of the directors present at a meeting at which a quorum is in attendance, but not less than three, shall constitute the act of the board, unless the act of a greater number is required by law.

(5) Authority. The board shall have the authority specifically given to the board in chapter 311, Tex. Tax. Code. The board shall also have such other authority as is lawfully delegated by the city council acting by a written resolution or ordinance. Action by the board that is expressly or impliedly provided in chapter 311, or by other state law, to be subject to approval by the city council shall not be effective until approved in writing by the city council.

(6) Duties. The board shall perform each duty and obligation required by chapter 311 to be performed by the board, any project or plan approved by the council, and each such duty and obligation lawfully imposed on the board by the city council consistent with chapter 311.

(7) Preparation of plans. The board shall make recommendations to the city council concerning the administration of the zone. It shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the zone, as described in section 311.011 of the act, and shall submit such plans to the city council for its approval. The city council hereby delegates to the board all powers necessary to prepare the project plan and reinvestment zone financing plan, subject to approval by the city council, including the power to employ any necessary consultants, that may be reasonably necessary or convenient to assist the board in the preparation of the project plan and reinvestment zone financing plan.

(2003 Code, sec. 11.423)

EXECUTIVE SUMMARY
12/18/2025

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

Fiscal Impact

Attachments:

1. Resolution Collaboration with Cedar Park

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 18 day of December, 2025.

CITY OF LEANDER, TEXAS

BY: _____
Na'Cole Thompson, Mayor Pro Tem

ATTEST:

_____
Dara Crabtree, City Secretary