



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Tuesday, January 6, 2026
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Vacant

Place 1 – Stephen Chang

Place 2 – Michael Herrera

Place 3 – Natomi Blair

Place 4 – Na'Cole Thompson, Mayor Pro Tem

Place 5 – Andrew Naudin

Place 6 – Becki Ross

City Manager – Todd Parton

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Convene into Executive Session pursuant to:
 1. Section 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property for the Hero Way West Elevated Storage Tank and Waterline (CIP W.55); and
 2. Section 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of property for the San Gabriel Parkway East Phase 3 (CIP T.46); and
 3. Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.087, Texas Government Code, to deliberate with legal counsel regarding an addendum to a Chapter 380 Agreement by and between City of Leander and Titan Leander Land Investors, LLC along with consideration and possible action on a Chapter 380 Agreement Third Addendum; and
 4. Section 551.071, Section 551.072 and Section 551.087, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of a Chapter 380 Agreement(s) for Project EDA-25-008.

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

1. Acquisition of property for the Hero Way West Elevated Storage Tank and Waterline (CIP W.55); and
2. San Gabriel Parkway East Phase 3 (CIP T.46); and
3. Chapter 380 Agreement Third Addendum with Titan Leander Land Investors, LLC; and

4. Chapter 380 Agreement(s) Project EDA-25-008.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
5. Roll Call.
6. Ceremonial Oath of Office to newly elected Councilmember Place 3.
[Following the oath of office, there will be a brief reception in the 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. Recognitions/Proclamations/Visitors.
 1. Proclamation recognizing Martin Luther King, Jr. March and Celebration on January 19, 2026.
 2. Certificate of Recognition recognizing Leander High School Band's 6th place finish at State.

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on December 18, 2025.
10. Approval of an Ordinance amending Ordinance No. 25-068-00 and Ordinance No. 25-069-00, which ordered the February 7, 2026 Special Called Election in the City of Leander to elect unexpired terms in the offices of Mayor and Councilmember Place 4 on the City Council; to amend the types of voting machines to be used in the election and provide for the use of paper ballots.

Aprobación de una ordenanza que modifica las Ordenanzas número 25-068-00 y número 25-069-00, que convocaron a elecciones especiales el 7 de febrero de 2026 en la ciudad de Leander para elegir a los titulares de los cargos vacantes de alcalde y concejal lugar 4 del Consejo Municipal; para modificar los tipos de máquinas de votación que se utilizarán en las elecciones y autorizar el uso de papeletas de voto impresas.
11. Acceptance of public infrastructure improvements associated with Case No. PICP-24-0144 Leander Kinder Care for streets, drainage, water, and wastewater.
12. Approval of an Ordinance adopting an official map of the City of Leander, Williamson and Travis Counties, Texas; providing for the maintenance and filing of the official map; declaring the official City Limits and Extraterritorial Jurisdiction (ETJ); and providing an effective date.
13. Approval of an Ordinance adopting the official zoning map of the City of Leander, Williamson and Travis Counties, Texas Zoning Map, hereto and incorporated herein; providing for the maintenance and recorded into record as the official zoning map; and providing an effective date.
14. Authorize the purchase of seven (7) Dodge Ram trucks from Cameron Country CDJR at a cost of \$326,425.00 under BuyBoard contract 724-23; three (3) Development Services - Engineering Inspectors, one (1) Development Services - Building Inspector, two (2) Development Services - Stormwater Inspectors, and one (1) Parks Department; and authorize the City Manager to execute any and all necessary documents.

15. Approval of an agreement with Texas Multi-Chem, LTD. utilizing BuyBoard Contract 705-23 to provide professional services in the amount of \$71,472.00 to renovate, level and expand all existing baseball and softball infields at Benbrook Ranch Park, located at 1100 Halsey Drive, Leander, Williamson County, Texas; and authorize the City Manager to execute any and all necessary documents.
16. Approval of the Second Reading of an Ordinance 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 $\pm$ 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.
17. Approval of the Second Reading of an Ordinance 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 $\pm$ 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.
18. Approval of the Second Reading of an Ordinance 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 $\pm$ in size, more particularly described as Williamson Central Appraisal District Parcel R098183; and located at 2100 S. Bagdad Road, Leander, Williamson County, Texas.
19. Approval of the Second Reading of an Ordinance 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 $\pm$ 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.
20. Approval of Assignment of Management and Services Agreement by and among Ryan Sanders Sports, LLC, a Texas limited liability company, Proof of the Pudding MGR, LLC, a Georgia limited liability company, and the City of Leander; and authorize the City Manager to sign any and all necessary documents.

PUBLIC HEARING: ACTION

21. Conduct a Public Hearing on a proposed amendment to the existing Contract for Solid Waste Disposal and Collection Services between the City of Leander and Al Clawson Disposal, Inc., effective August 6, 2020, which is an exclusive contract for provision of Solid Waste collection and disposal services within the City, as well as other services providing to extend the term of the contract for three (3) years to January 31, 2029.
 - Discuss and consider action on the First Reading of an Ordinance amending the existing Solid Waste Disposal and Collection Services between the City of Leander and Al Clawson Disposal, Inc., as described above on the posted agenda.
22. Conduct a Public Hearing on an Ordinance granting a franchise to Google Fiber Texas, LLC, described as a non-exclusive franchise to install, maintain, operate, and control fiber optic infrastructure network in public right-of-way of the city of Leander, Texas.

- Discuss and consider action on the First Reading of an Ordinance granting a franchise to Google Fiber Texas, LLC as described above on the posted agenda.

REGULAR AGENDA

23. Discuss and consider action on the Second Reading of an Ordinance 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 $\pm$ in size, more particularly described as Williamson Central Appraisal District Parcel R035495; and being located at 703 Crystal Falls Parkway, Leander, Williamson County, Texas.
24. Discuss a proposed rail grade separation project at the railroad crossing of Crystal Falls Parkway and US 183 for submitting the City of Leander Detailed Application to the Texas Department of Transportation (TxDOT) Off-System Rail Grade Separation State Fund Program.
25. Council Member Closing Statements.
26. 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 23 day of December 2025 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
1/6/2026

AGENDA SUBJECT:

Approval of the minutes for meeting held on December 18, 2025.

BACKGROUND:

Attached are the minutes for the meeting held on December 18, 2025.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 12.18.2025



**MINUTES
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 1 – Stephen Chang

Place 2 – Michael Herrera

Place 3 – David McDonald

Place 4 – Na'Cole Thompson, Mayor Pro Tem

Place 5 – Andrew Naudin

Place 6 – Becki Ross

City Manager – Todd Parton

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:00 p.m.

2. Roll Call.

Roll call reflected all present.

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.

Convened into executive session at 6:01 p.m.; reconvened into open session at 6:56 p.m.

1. No action.
2. No action.

Briefing workshop adjourned at 6:56 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:05 p.m.; Councilmember Herrera provided the invocation; and Mayor Pro Tem Thompson led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

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.]

Eric Poppa, 617 Shefer Street - commented on his utility bill; water usage; and recent spikes in his water bill.

Elvis Lossa, 3700 Bedrock Court, Cedar Park - commented he was running for congress and introduced himself.

8. Special Guests and Visitors.

None.

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.

Water update included BCRUA regional water system; Phase 2 water delivery system; Phase 1D water treatment plant expansion; Phase 2A water treatment plant expansion; Sandy Creek Water Treatment Plant; and Williamson County Water Group.

Senior Center update included progress and timeline for completion.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 10 through 24.

By: Councilmember Chang

Seconded: Councilmember Naudin

Vote: 6 - 0

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 $\pm$ 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.

Public Hearing opened at 8:13 p.m.; Public Hearing closed at 8:13 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Special Use Case Z-25-0167.

By: Councilmember Herrera

Seconded: Councilmember Naudin

Vote: 6 - 0

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 $\pm$ 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.

Public Hearing opened at 8:17 p.m.; Public Hearing closed at 8:17 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-25-0179.

By: Councilmember Chang

Seconded: Councilmember Ross

Vote: 6 - 0

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.

Public Hearing opened at 8:32 p.m.; Public Hearing closed at 8:32 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case Z-25-0183 with Planning and Zoning Commission recommendations, following a discussion.

By: Councilmember Naudin

Seconded: Councilmember Chang

Vote: 6 - 0

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.

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

Motion: Approve Zoning Case Z-25-0198, following a discussion.

By: Councilmember Naudin

Seconded: Councilmember Herrera

Vote: 6 - 0

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.

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

Motion: Approve Special Use Case Z-24-0122, following a discussion.

By: Councilmember Chang

Seconded: Councilmember Naudin

Vote: 4-2 (Herrera, Thompson)

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.

No action.

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.

Motion: Approve Ordinance Case OR-25-0035 as amended with the additional words to be refunded in Section 7, following a discussion.

By: Councilmember McDonald

Seconded: Councilmember Ross

Vote: 6 - 0

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. Motion by Mayor Pro Tem Thompson to herself as chair and Councilmember Herrera as vice-chair in the absence of Mayor Pro Tem Thompson. City Attorney Saenz clarified the vice-chair is appointed from the 5-member board. Mayor Pro Tem Thompson withdrew her motion.

Motion: Approve Councilmember Herrera as chair for a term ending December 31, 2026, following a discussion.

By: Councilmember McDonald

Seconded: Councilmember Chang

Vote: 6 - 0

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. Motion: Approve Resolution expressing support for a collaborative partnership with City of Cedar Park, following a discussion.

By: Mayor Pro Tem Thompson

Seconded: Councilmember Naudin

Vote: 6 - 0

34. Council Member Closing Statements.

Stephen Chang commented that in 1860 President Lincoln won a four (4) way race for President; recently read book Teams of Rivals; thanked Councilmember McDonald for his service; wished mom a happy birthday; and everyone a happy holiday season.

Michael Herrera - reminded everyone to remember the reason for the season.

David McDonald - wished everyone a merry Christmas and happy New Year.

Andrew Naudin - commented on this day in 1865, the 13th amendment was adopted to the Constitution; on this day in 1982, Hall and Oates song Maneater hit number one on the music charts; and wished everyone a happy holiday and prosperous new year.

Beck Ross - thanked Councilmember McDonald for his service; congratulated newly-elected Natomi Blair on winning runoff election; wished everyone a merry Christmas.

Na'Cole Thompson - stated dinner tonight was from Southside Barbeque; reminded everyone to shop locally; welcomed Natomi Blair; commented on Wreaths Across of America and injury to young man volunteering; Wilco Growth Summit held earlier in the day; and wished everyone a merry Christmas and happy New Year.

35. Adjournment

Adjourned at 9:40 p.m.

APPROVED

MAYOR PRO TEM

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
1/6/2026

AGENDA SUBJECT:

Approval of an Ordinance amending Ordinance No. 25-068-00 and Ordinance No. 25-069-00, which ordered the February 7, 2026 Special Called Election in the City of Leander to elect unexpired terms in the offices of Mayor and Councilmember Place 4 on the City Council; to amend the types of voting machines to be used in the election and provide for the use of paper ballots.

Aprobación de una ordenanza que modifica las Ordenanzas número 25-068-00 y número 25-069-00, que convocaron a elecciones especiales el 7 de febrero de 2026 en la ciudad de Leander para elegir a los titulares de los cargos vacantes de alcalde y concejal lugar 4 del Consejo Municipal; para modificar los tipos de máquinas de votación que se utilizarán en las elecciones y autorizar el uso de papeletas de voto impresas.

BACKGROUND:

The City Council ordered the special called elections to fill vacancies in the offices of Mayor and Councilmember Place 4 on October 16, 2025, and November 6, 2025, respectively. At the time the elections were called, both ordinances provided for at least one (1) ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanners to be used in the elections. Both the voting system and precinct scanners are standard pieces used in elections conducted by Williamson County Elections Department.

The City Council approved on December 18, 2025, a contract with Williamson County Elections Administrator to provide accessible voting machines for the election. Following several meetings between City staff, legal and Williamson County Elections staff and legal, we all agreed that hand counting the ballots was the best course for the City; therefore, the DS200 and DS300 Digital® Precinct Scanners would no longer be needed. If the City chose not to hand count the ballots, a central count room would be required with a 24/7 live stream feed on the City's website of the room where the ballots are stored along with the ballot boxes beginning at the close of the polls on election day until the votes are canvassed. Canvassing cannot take place sooner than the third (3rd) day following the election nor later than 11 days after election day. For this reason, it was more feasible to hand count ballots.

This ordinance removes the reference of the use of DS200 and DS300 Digital® Precinct Scanners, confirms the use of paper ballots and the hand counting of the ballots. There will continue to at least one ExpressVote® Universal Voting System at the polling location for ADA compliance and the *Texas Election Code*. Ballots cast on the ExpressVote® Universal Voting System will be hand counted in the same format as all other ballots cast.

An item will be on the January 15, 2026, City Council agenda to approve the appointment of the Early Voting Verification Board Judge and clerks who will be counting the ballots cast. The individuals being considered for appointment are qualified and recommended by the Williamson County Elections Department.

HISTORY/TIMELINE:

10/16/2025 - City Council approved Ordinance No. 25-068-00 ordering a special called election to fill the unexpired term of Mayor.

11/06/2025 - City Council approved Ordinance No. 25-069-00 ordering a special called election to fill the unexpired term of Councilmember Place 4.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the ordinance to amend Ordinance Nos. 25-068-00 and 25-069-00, which ordered the February 7, 2026, Special Elections in the City of Leander to elect unexpired terms in the offices of Mayor and City Council Member Place 4, to amend the types of voting machines to be used in the elections and provide for use of paper ballots.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Ordinance 25-068-00 Election Order - English 10.16.2025
2. Ordinance 25-068-00 Election Order - Spanish 10.16.2025
3. Ordinance 25-069-00 Election Order - English 11.06.2025
4. Ordinance 25-069-00 Election Order - Spanish 11.06.2025
5. Ordinance 26-001-00 Amending Election Order - English 01.06.2026
6. Ordinance 26-001-00 Amending Election Order - Spanish 01.06.2026

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 25-068-00

AN ORDINANCE ORDERING AND ESTABLISHING PROCEDURES FOR SPECIAL CALLED ELECTION IN THE CITY OF LEANDER TO ELECT A MAYOR TO FILL AN UNEXPIRED TERM; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING ELECTION PRECINCT AND POLLING PLACES; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; PROVIDING FOR THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, a vacancy has arisen in the office of the Mayor of the City of Leander;

WHEREAS, the City is required to order a special election to fill the vacancy to be withheld within 120 days from the date of the vacancy;

WHEREAS, this Ordinance orders a special election to be held on February 7, 2026, which date is within 120 days from the date of the vacancy, to fill the expired term for the office of Mayor; and

WHEREAS, the Texas Election Code, the City Charter, and the Texas Constitution are applicable to said election and this ordinance establishes procedures consistent with the foregoing laws, and designates the voting place for the election; and

WHEREAS, the City of Leander lies within the boundaries of Williamson and Travis Counties;

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

Section 1. Special Called Election. The Special Election of the City shall be held on Saturday, February 7, 2026, to elect a mayor of the City Council from the city at large, to serve an unexpired term of three (3) years expiring in 2027. Candidates for the above office shall file their application with the City Secretary of the City, at City Hall, 105 N. Brushy Street, Leander, Texas, between 8:00 a.m. on Monday, November 10, 2025, and 5:00 p.m. on Monday, December 8, 2025, excluding weekends and holidays. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary. The drawing will be held at 10:00 a.m. on Wednesday, December 10, 2025, at Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas.

Section 2. Ballots. The ballots used for the special election shall comply with the *Texas Election Code* for use on the respective voting device.

Section 3. Printed Materials. The official ballots, together with such other election materials as are required by the *Texas Election Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Texas Election Code* and the *City Charter*. A notice containing a substantial copy of this ordinance shall be posted on the bulletin board used for posting notice of meetings of the governing body at City Hall and at the aforesaid polling place not later than the twenty-first (21st) day before the election, and by publishing said Notice of

Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in an English and Spanish newspaper in general circulation in the City.

Section 5. Conduct of Election. The City Secretary and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for the City. The election shall be held and conducted in compliance with the City Charter, state law, and the *Texas Election Code*.

Section 6. Election Precincts and Election Day Polling Places. The area located within the city limits shall constitute a single precinct for the conduct of the election. The polling place for election day shall be Pat Bryson Municipal Hall, Council Chambers 201 N. Brushy Street, Leander, Texas 78641. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the City Secretary shall tabulate and provide the election returns for votes cast by Williamson County and Travis County voters.

Section 7. Early Voting.

- (a) Early voting shall commence on Monday, January 26, 2026, and continue through Friday, February 6, 2026, including Saturday, January 31, 2026, and Sunday, February 1, 2026, and early voting polls shall remain open from 8:00 am to 6 pm each day. The main early voting location for qualified voters of the city residing in Williamson and Travis Counties is: Pat Bryson Municipal Hall, Council Chambers 201 N. Brushy Street, Leander, Texas 78641.
- (b) Early voting, both by personal appearance and by mail will be conducted in accordance with the *Texas Election Code* for the qualified voters of the City residing in Williamson and Travis Counties. Dara Crabtree, City Secretary, is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Williamson and Travis Counties.
- (c) An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on January 27, 2026.
- (d) An FPCA must be received by the Early Voting Clerk no later than the close of business on January 27, 2026.
- (e) Applications for ballot by mail for qualified voters of the City residing in Williamson and Travis Counties shall be mailed to:

City of Leander
Dara Crabtree, City Secretary
Mailing Address:
PO Box 319
Leander, TX 78646
Physical Address:
City of Leander
Dara Crabtree, City Secretary
105 N. Brushy Street
Leander, TX 78641
Telephone Number: (512) 528-2743
Email Address: dcrabtree@leandertx.gov
Website: [https:// www.leandertx.gov/166/City-Secretary](https://www.leandertx.gov/166/City-Secretary)

Section 8. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by in compliance with the requirements of state law, and are hereby designated and appointed election officers for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 9. Accessible Voting System. The City of Leander will provide at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner, which may be acquired by any legal means available to including but not limited to lease or rental from the County of Williamson, County of Travis or from any other legal source, as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

Section 10. City Secretary Authorization. The City Secretary is hereby authorized and instructed to acquire and furnish all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to give all notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; and shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election*.

Section 11. Necessary Actions. The City Secretary of the City, in consultation with the City's Attorney, is hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and the City Charter in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance.

Section 12. General. The special election shall be held and conducted in compliance with the *Texas Election Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The City Secretary is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than February 10, 2026 (subject to Section 67.003(b), Texas Election Code), nor later than February 18, 2026.

Section 13. Effective Date; Election Code. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the *Texas Elections Code*, the *Texas Election Code* shall govern.

Section 14. Open Meetings. It is officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required *Chapter 551, Texas Government. Code*.

PASSED, ADOPTED AND APPROVED on this the 16th day of October, 2025.

ATTEST:

CITY OF LEANDER, TEXAS



Dara Crabtree, City Secretary



Christine DeLisle, Mayor



ORDENANZA DE LA CIUDAD DE LEANDER, TEXAS

ORDENANZA NÚM. 25-068-00

ORDENANZA QUE ORDENA Y ESTABLECE PROCEDIMIENTOS PARA LA CELEBRACIÓN DE ELECCIONES ESPECIALES EN LA CIUDAD DE LEANDER PARA ELEGIR AL ALCALDE PARA CUBRIR UN MANDATO NO VENCIDO; ESTABLECE LA NOTIFICACIÓN DE LAS ELECCIONES; ESTABLECE PRECINTOS ELECTORALES Y CENTROS DE VOTACIÓN; ESTABLECE LA VOTACIÓN ANTICIPADA; ESTABLECE UNA FECHA DE VIGENCIA Y UNA CLÁUSULA DE REUNIONES ABIERTAS; ESTABLECE QUE EL ADMINISTRADOR MUNICIPAL FIRME TODOS LOS DOCUMENTOS NECESARIOS; Y ESTABLECE ASUNTOS RELACIONADOS.

CONSIDERANDO QUE se ha producido una vacante en el cargo de Alcalde de la Ciudad de Leander; **CONSIDERANDO QUE** la Ciudad debe convocar elecciones extraordinarias para cubrir la vacante, que se mantendrá dentro de los 120 días siguientes a la fecha de la misma;

CONSIDERANDO QUE esta Ordenanza ordena la celebración de elecciones extraordinarias el 7 de febrero de 2026, dentro de los 120 días siguientes a la fecha de la vacante, para cubrir el mandato vencido del cargo de Alcalde; y

CONSIDERANDO QUE el Código Electoral de Texas, la Carta de la Ciudad y la Constitución de Texas son aplicables a dichas elecciones, y que esta ordenanza establece procedimientos conformes con las leyes anteriores y designa el lugar de votación; y

CONSIDERANDO QUE la Ciudad de Leander se encuentra dentro de los límites de los Condados de Williamson y Travis;

POR LO TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE LEANDER, TEXAS, ORDENA Y DECLARA:

Sección 1. Elecciones extraordinarias convocadas. La Elección Especial de la Ciudad se llevará a cabo el sábado 7 de febrero de 2026 para elegir a un alcalde del Ayuntamiento de la ciudad en general, quien ejercerá un mandato restante de tres (3) años, que expirará en 2027. Los candidatos a dicho cargo deberán presentar su solicitud ante el Secretario Municipal, en el Ayuntamiento, 105 N. Brushy Street, Leander, Texas, entre las 8:00 a. m. del lunes 10 de noviembre de 2025 y las 5:00 p. m. del lunes 8 de diciembre de 2025, excluyendo fines de semana y días festivos. Todas las solicitudes de candidatura deberán presentarse en un formulario según lo prescrito por el Código Electoral de Texas. El orden en que se imprimirán los nombres de los candidatos en la boleta se determinará mediante un sorteo realizado por el Secretario Municipal. El sorteo se llevará a cabo a las 10:00 a. m. del miércoles 10 de diciembre de 2025 en el Salón Municipal Pat Bryson, Sala del Consejo, 201 N. Brushy Street, Leander, Texas.

Sección 2. Boletas. Las boletas utilizadas para la elección especial deberán cumplir con el Código Electoral de Texas para su uso en el dispositivo de votación correspondiente.

Sección 3. Materiales impresos. Las boletas oficiales, junto con los demás materiales electorales requeridos por el Código Electoral de Texas, y sus enmiendas, se imprimirán en inglés y español y contendrán las disposiciones, marcas y lenguaje exigidos por ley.

Sección 4. Aviso de elección. El aviso de la elección se entregará de la manera establecida en el Código Electoral de Texas y la Carta de la Ciudad. Se deberá colocar un aviso con una copia completa de esta ordenanza en el tablón de anuncios utilizado para la convocatoria de las reuniones del órgano rector en el Ayuntamiento y en el mencionado centro de votación, a más tardar el vigésimo primer (21.º) día antes de las elecciones, y mediante la publicación de dicho Aviso de Elección al menos una vez, no antes de treinta (30) días ni después de diez (10) días antes de dichas elecciones, en un periódico en inglés y español de circulación general en la Ciudad.

Sección 5. Realización de las Elecciones. El Secretario de la Ciudad y los jueces electorales, jueces suplentes y secretarios debidamente designados para la elección celebrarán y dirigirán las elecciones en nombre de la Ciudad. Las elecciones se celebrarán y conducirán de conformidad con la Carta de la Ciudad, la ley estatal y el Código Electoral de Texas.

Sección 6. Recintos Electorales y Centros de Votación el Día de las Elecciones. El área ubicada dentro de los límites de la ciudad constituirá un solo recinto para la celebración de las elecciones. El lugar de votación para el día de las elecciones será el Ayuntamiento Pat Bryson, Sala del Consejo, 201 N. Brushy Street, Leander, Texas 78641. Las urnas permanecerán abiertas el día de las elecciones de 7:00 a. m. a 7:00 p. m. Los resultados serán proporcionados por precinto y el Secretario Municipal tabulará y proporcionará los resultados electorales de los votantes del Condado de Williamson y del Condado de Travis.

Sección 7. Votación anticipada.

(a) La votación anticipada comenzará el lunes 26 de enero de 2026 y continuará hasta el viernes 6 de febrero de 2026, incluyendo el sábado 31 de enero de 2026 y el domingo 1 de febrero de 2026. Las urnas permanecerán abiertas de 8:00 a. m. a 6:00 p. m. todos los días. El principal lugar de votación anticipada para los votantes calificados de la ciudad que residen en los condados de Williamson y Travis es: Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas 78641.

(b) La votación anticipada, tanto en persona como por correo, se realizará de conformidad con el Código Electoral de Texas para los votantes calificados de la Ciudad residentes en los condados de Williamson y Travis. Por la presente, se designa y nombra a Dara Crabtree, Secretaria de la Ciudad, como Secretaria de Votación Anticipada para las elecciones especiales para los votantes calificados de la Ciudad residentes en los condados de Williamson y Travis.

(c) La solicitud de voto por correo (ABBM) debe ser recibida por el Secretario de Votación Anticipada a más tardar al cierre de operaciones del 27 de enero de 2026.

(d) La solicitud de voto por correo debe ser recibida por el Secretario de Votación Anticipada a más tardar al cierre de operaciones del 27 de enero de 2026.

(e) Las solicitudes de voto por correo para los votantes calificados de la Ciudad que residen en los condados de Williamson y Travis deben enviarse por correo a:
Ciudad de Leander

Dara Crabtree, Secretaria de la Ciudad
Dirección postal:
Apartado postal 319
Leander, TX 78646
Dirección física:
Ciudad de Leander
Dara Crabtree, Secretaria de la Ciudad
105 N. Brushy Street
Leander, TX 78641
Número de teléfono: (512) 528-2743
Correo electrónico: dcrabtree@leandertx.gov
Sitio web: [https:// www.leandertx.gov/166/City-Secretary](https://www.leandertx.gov/166/City-Secretary)

Sección 8. Jueces y Secretarios Electorales. Los jueces presidentes, los jueces presidentes suplentes y los secretarios electorales serán seleccionados y nombrados de conformidad con los requisitos de la ley estatal, y por la presente se les designa como funcionarios electorales para la celebración de dichas elecciones. Los jueces presidentes, los jueces presidentes suplentes y los secretarios desempeñarán las funciones y deberes de sus respectivos cargos, según lo dispuesto por la ley estatal.

Sección 9. Sistema de Votación Accesible. La Ciudad de Leander proporcionará al menos un Sistema de Votación Universal ExpressVote® y un Escáner de Recinto Digital DS200 y DS300®, que podrán adquirirse por cualquier medio legal disponible, incluyendo, entre otros, arrendamiento o alquiler del Condado de Williamson, el Condado de Travis o cualquier otra fuente legal, según lo autorizado o requerido por las Secciones 123.032 y 123.035 del Código Electoral de Texas.

Sección 10. Autorización del Secretario Municipal. Por la presente, se autoriza e instruye al Secretario Municipal a adquirir y proporcionar todos los suministros y materiales electorales necesarios para llevar a cabo las elecciones. Asimismo, se autoriza al Secretario Municipal a emitir todos los avisos requeridos para las elecciones y a tomar cualquier otra medida adicional que sea necesaria para llevar a cabo las elecciones de conformidad con el Código Electoral de Texas; y tendrá la responsabilidad de organizar y llevar a cabo las elecciones de conformidad con las Elecciones de Texas.

Sección 11. Medidas Necesarias. Por la presente, se autoriza e instruye al Secretario Municipal a tomar todas las medidas necesarias para cumplir con las disposiciones del Código Electoral de Texas y la Carta Orgánica de la Ciudad al llevar a cabo y llevar a cabo las Elecciones, ya sea expresamente autorizadas o no en el presente, incluyendo, entre otras, la realización de cambios o adiciones a los centros de votación, el lenguaje de la boleta o los procedimientos en la medida en que sea necesario o deseable, o según sea necesario debido a circunstancias que surjan después de la fecha de esta Ordenanza.

Sección 12. Generalidades. Las elecciones especiales se celebrarán y llevarán a cabo de conformidad con el Código Electoral de Texas y, en la medida en que no sea incompatible con este, con la Carta de la Ciudad. Solo los votantes residentes de la Ciudad que cumplan los requisitos podrán votar en las elecciones. Por la presente, se autoriza y se instruye al Secretario Municipal para que proporcione y suministre todos los materiales electorales necesarios para llevar a cabo dichas elecciones. Los resultados de las elecciones se darán a conocer lo antes posible después del

cierre de las urnas; y el Ayuntamiento los escrutará no antes del 10 de febrero de 2026 (sujeto a la Sección 67.003(b) del Código Electoral de Texas) ni después del 18 de febrero de 2026.

Sección 13. Fecha de entrada en vigor; Código Electoral. Esta ordenanza entrará en pleno vigor y efecto a partir de su promulgación en la fecha que se indica a continuación; sin embargo, si algún término o disposición de esta Ordenanza entra en conflicto o es incompatible con el Código Electoral de Texas, regirá este último.

Sección 14. Reuniones públicas. Se declara y determina oficialmente que la reunión en la que se aprobó esta Ordenanza estuvo abierta al público, según lo requerido, y que se notificó públicamente la hora, el lugar y el propósito de dicha reunión, según lo exige el Capítulo 551 del Código de Gobierno de Texas.

APROBADO, ADOPTADO Y APROBADO el 16 de octubre de 2025.

CERTIFICA:

CIUDAD DE LEANDER, TEXAS


Dara Crabtree, Secretaria Municipal


Christine DeLisle, Alcaldesa



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 25-069-00

AN ORDINANCE ORDERING AND ESTABLISHING PROCEDURES FOR SPECIAL CALLED ELECTION IN THE CITY OF LEANDER TO ELECT A COUNCILMEMBER PLACE 4 TO FILL AN UNEXPIRED TERM; PROVIDING FOR NOTICE OF THE ELECTION; PROVIDING ELECTION PRECINCT AND POLLING PLACES; PROVIDING FOR EARLY VOTING; PROVIDING AN EFFECTIVE DATE AND OPEN MEETINGS CLAUSE; PROVIDING FOR THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, a vacancy has arisen in the office of the Councilmember Place 4 of the City of Leander;

WHEREAS, the City is required to order a special election to fill the vacancy to be withheld within 120 days from the date of the vacancy;

WHEREAS, this Ordinance orders a special election to be held on February 7, 2026, which date is within 120 days from the date of the vacancy, to fill the unexpired term for the office of Councilmember Place 4; and

WHEREAS, the Texas Election Code, the City Charter, and the Texas Constitution are applicable to said election and this ordinance establishes procedures consistent with the foregoing laws, and designates the voting place for the election; and

WHEREAS, the City of Leander lies within the boundaries of Williamson and Travis Counties;

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

Section 1. Special Called Election. The Special Election of the City shall be held on Saturday, February 7, 2026, to elect a Councilmember Place 4 of the City Council from the city at large, to serve an unexpired term of three (3) years expiring in 2027. Candidates for the above office shall file their application with the City Secretary of the City, at City Hall, 105 N. Brushy Street, Leander, Texas, between 8:00 a.m. on Monday, November 10, 2025, and 5:00 p.m. on Monday, December 8, 2025, excluding weekends and holidays. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*. The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary. The drawing will be held at 10:00 a.m. on Wednesday, December 10, 2025, at Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas.

Section 2. Ballots. The ballots used for the special election shall comply with the *Texas Election Code* for use on the respective voting device.

Section 3. Printed Materials. The official ballots, together with such other election materials as are required by the *Texas Election Code*, as amended, shall be printed in both the English and Spanish languages and shall contain such provisions, markings and language as required by law.

Section 4. Notice of Election. Notice of the election shall be given in the manner as provided in the *Texas Election Code* and the *City Charter*. A notice containing a substantial copy of this ordinance shall be posted

on the bulletin board used for posting notice of meetings of the governing body at City Hall and at the aforesaid polling place not later than the twenty-first (21st) day before the election, and by publishing said Notice of Election at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in an English and Spanish newspaper in general circulation in the City.

Section 5. Conduct of Election. The City Secretary and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election for the City. The election shall be held and conducted in compliance with the City Charter, state law, and the *Texas Election Code*.

Section 6. Election Precincts and Election Day Polling Places. The area located within the city limits shall constitute a single precinct for the conduct of the election. The polling place for election day shall be Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas 78641. The polls shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns will be provided by precinct and the City Secretary shall tabulate and provide the election returns for votes cast by Williamson County and Travis County voters.

Section 7. Early Voting.

- (a) Early voting shall commence on Monday, January 26, 2026, and continue through Friday, February 6, 2026, including Saturday, January 31, 2026, and Sunday, February 1, 2026, and early voting polls shall remain open from 8:00 am to 6:00 pm each day. The main early voting location for qualified voters of the city residing in Williamson and Travis Counties is: Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas 78641.
- (b) Early voting, both by personal appearance and by mail will be conducted in accordance with the *Texas Election Code* for the qualified voters of the City residing in Williamson and Travis Counties. Dara Crabtree, City Secretary, is hereby designated and appointed as an Early Voting Clerk for the special election for qualified voters of the City residing in Williamson and Travis Counties.
- (c) An application for ballot by mail (ABBM) must be received by the Early Voting Clerk no later than the close of business on January 27, 2026.
- (d) An FPCA must be received by the Early Voting Clerk no later than the close of business on January 27, 2026.
- (e) Applications for ballot by mail for qualified voters of the City residing in Williamson and Travis Counties shall be mailed to:

City of Leander
Dara Crabtree, City Secretary
Mailing Address:
PO Box 319
Leander, TX 78646
Physical Address:
City of Leander
Dara Crabtree, City Secretary
105 N. Brushy Street
Leander, TX 78641
Telephone Number: (512) 528-2743
Email Address: dcrabtree@leandertx.gov
Website: [https:// www.leandertx.gov/166/City-Secretary](https://www.leandertx.gov/166/City-Secretary)

Section 8. Election Judges and Clerks. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by in compliance with the requirements of state law and are hereby designated and appointed election officers for the holding of said election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law.

Section 9. Accessible Voting System. The City of Leander will provide at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner, which may be acquired by any legal means available to including but not limited to lease or rental from the County of Williamson, County of Travis or from any other legal source, as authorized or required by *Sections 123.032 and 123.035, Texas Election Code*.

Section 10. City Secretary Authorization. The City Secretary is hereby authorized and instructed to acquire and furnish all election supplies and materials necessary to conduct the election. The City Secretary is further authorized to give all notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; and shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*.

Section 11. Necessary Actions. The City Secretary of the City, in consultation with the City's Attorney, is hereby authorized and directed to take any and all actions necessary to comply with the provisions of the *Texas Election Code* and the *City Charter* in carrying out and conducting the Election, whether or not expressly authorized herein, including but not limited to making changes or additions to polling places, ballot language, or procedures to the extent required or desirable or as may become necessary due to circumstances arising after the date of this Ordinance.

Section 12. General. The special election shall be held and conducted in compliance with the *Texas Election Code* and, to the extent not inconsistent therewith, the *City Charter*, and only resident qualified voters of the City shall be eligible to vote at the election. The City Secretary is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct said election. Returns of the election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than February 10, 2026 (*subject to Section 67.003(b), Texas Election Code*), nor later than February 18, 2026.

Section 13. Effective Date; Election Code. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the *Texas Elections Code*, the *Texas Election Code* shall govern.

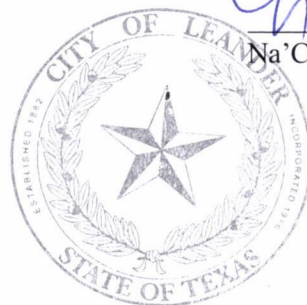
Section 14. Open Meetings. It is officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required *Chapter 551, Texas Government. Code*.

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

ATTEST:

CITY OF LEANDER, TEXAS


Dara Crabtree, City Secretary




Na'Cole Thompson, Mayor Pro Tem

ORDENANZA DE LA CIUDAD DE LEANDER, TEXAS

ORDENANZA NÚM. 25-069-00

ORDENANZA QUE ORDENA Y ESTABLECE PROCEDIMIENTOS PARA LA CELEBRACIÓN DE ELECCIONES ESPECIALES EN LA CIUDAD DE LEANDER PARA ELEGIR CONCEJAL LUGAR 4 PARA CUBRIR UN MANDATO NO VENCIDO; ESTABLECE LA NOTIFICACIÓN DE LAS ELECCIONES; ESTABLECE PRECINTOS ELECTORALES Y CENTROS DE VOTACIÓN; ESTABLECE LA VOTACIÓN ANTICIPADA; ESTABLECE UNA FECHA DE VIGENCIA Y UNA CLÁUSULA DE REUNIONES ABIERTAS; ESTABLECE QUE EL ADMINISTRADOR MUNICIPAL FIRME TODOS LOS DOCUMENTOS NECESARIOS; Y ESTABLECE ASUNTOS RELACIONADOS.

CONSIDERANDO QUE se ha producido una vacante en el cargo de Concejal Lugar 4 de la Ciudad de Leander;

CONSIDERANDO QUE la Ciudad debe convocar elecciones extraordinarias para cubrir la vacante, que se mantendrá dentro de los 120 días siguientes a la fecha de la misma;

CONSIDERANDO QUE esta Ordenanza ordena la celebración de elecciones extraordinarias el 7 de febrero de 2026, dentro de los 120 días siguientes a la fecha de la vacante, cubrir el mandato no vencido para el cargo de Concejal Lugar 4; y

CONSIDERANDO QUE el Código Electoral de Texas, la Carta de la Ciudad y la Constitución de Texas son aplicables a dichas elecciones, y que esta ordenanza establece procedimientos conformes con las leyes anteriores y designa el lugar de votación; y

CONSIDERANDO QUE la Ciudad de Leander se encuentra dentro de los límites de los Condados de Williamson y Travis;

POR LO TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE LEANDER, TEXAS, ORDENA Y DECLARA:

Sección 1. Elecciones extraordinarias convocadas. La Elección Especial de la Ciudad se llevará a cabo el sábado 7 de febrero de 2026 para elegir a un Concejal Lugar 4 del Ayuntamiento de la ciudad en general, quien ejercerá un mandato restante de tres (3) años, que expirará en 2027. Los candidatos a dicho cargo deberán presentar su solicitud ante el Secretario Municipal, en el Ayuntamiento, 105 N. Brushy Street, Leander, Texas, entre las 8:00 a. m. del lunes 10 de noviembre de 2025 y las 5:00 p. m. del lunes 8 de diciembre de 2025, excluyendo fines de semana y días festivos. Todas las solicitudes de candidatura deberán presentarse en un formulario según lo prescrito por el Código Electoral de Texas. El orden en que se imprimirán los nombres de los candidatos en la boleta se determinará mediante un sorteo realizado por el Secretario Municipal. El sorteo se llevará a cabo a las 10:00 a. m. del miércoles 10 de diciembre de 2025 en el Salón Municipal Pat Bryson, Sala del Consejo, 201 N. Brushy Street, Leander, Texas.

Sección 2. Boletas. Las boletas utilizadas para la elección especial deberán cumplir con el Código Electoral de Texas para su uso en el dispositivo de votación correspondiente.

Sección 3. Materiales impresos. Las boletas oficiales, junto con los demás materiales electorales requeridos por el Código Electoral de Texas, y sus enmiendas, se imprimirán en inglés y español y contendrán las disposiciones, marcas y lenguaje exigidos por ley.

Sección 4. Aviso de elección. El aviso de la elección se entregará de la manera establecida en el Código Electoral de Texas y la Carta de la Ciudad. Se deberá colocar un aviso con una copia completa de esta ordenanza en el tablón de anuncios utilizado para la convocatoria de las reuniones del órgano rector en el Ayuntamiento y en el mencionado centro de votación, a más tardar el vigésimo primer (21.º) día antes de las elecciones, y mediante la publicación de dicho Aviso de Elección al menos una vez, no antes de treinta (30) días ni después de diez (10) días antes de dichas elecciones, en un periódico en inglés y español de circulación general en la Ciudad.

Sección 5. Realización de las Elecciones. El Secretario de la Ciudad y los jueces electorales, jueces suplentes y secretarios debidamente designados para la elección celebrarán y dirigirán las elecciones en nombre de la Ciudad. Las elecciones se celebrarán y conducirán de conformidad con la Carta de la Ciudad, la ley estatal y el Código Electoral de Texas.

Sección 6. Recintos Electorales y Centros de Votación el Día de las Elecciones. El área ubicada dentro de los límites de la ciudad constituirá un solo recinto para la celebración de las elecciones. El lugar de votación para el día de las elecciones será el Ayuntamiento Pat Bryson, Council Chambers, 201 N. Brushy Street, Leander, Texas 78641. Las urnas permanecerán abiertas el día de las elecciones de 7:00 a. m. a 7:00 p. m. Los resultados serán proporcionados por precinto y el Secretario Municipal tabulará y proporcionará los resultados electorales de los votantes del Condado de Williamson y del Condado de Travis.

Sección 7. Votación anticipada.

(a) La votación anticipada comenzará el lunes 26 de enero de 2026 y continuará hasta el viernes 6 de febrero de 2026, incluyendo el sábado 31 de enero de 2026 y el domingo 1 de febrero de 2026. Las urnas permanecerán abiertas de 8:00 a. m. a 6:00 p. m. todos los días. El principal lugar de votación anticipada para los votantes calificados de la ciudad que residen en los condados de Williamson y Travis es: Pat Bryson Municipal Hall, Council Chambers, 201 N. Brushy Street, Leander, Texas 78641.

(b) La votación anticipada, tanto en persona como por correo, se realizará de conformidad con el Código Electoral de Texas para los votantes calificados de la Ciudad residentes en los condados de Williamson y Travis. Por la presente, se designa y nombra a Dara Crabtree, Secretaria de la Ciudad, como Secretaria de Votación Anticipada para las elecciones especiales para los votantes calificados de la Ciudad residentes en los condados de Williamson y Travis.

(c) La solicitud de voto por correo (ABBM) debe ser recibida por el Secretario de Votación Anticipada a más tardar al cierre de operaciones del 27 de enero de 2026.

(d) Una FPCA debe ser recibida por el Secretario de Votación Anticipada a más tardar al cierre de operaciones del 27 de enero de 2026. (e) Las solicitudes de voto por correo para los votantes

calificados de la Ciudad que residen en los condados de Williamson y Travis deben enviarse por correo a:

Ciudad de Leander
Dara Crabtree, Secretaria de la Ciudad
Dirección postal:
Apartado postal 319
Leander, TX 78646
Dirección física:
Ciudad de Leander
Dara Crabtree, Secretaria de la Ciudad
105 N. Brushy Street
Leander, TX 78641
Número de teléfono: (512) 528-2743
Correo electrónico: dcrabtree@leandertx.gov
Sitio web: [https:// www.leandertx.gov/166/City-Secretary](https://www.leandertx.gov/166/City-Secretary)

Sección 8. Jueces y Secretarios Electorales. Los jueces presidentes, los jueces presidentes suplentes y los secretarios electorales serán seleccionados y nombrados de conformidad con los requisitos de la ley estatal, y por la presente se les designa como funcionarios electorales para la celebración de dichas elecciones. Los jueces presidentes, los jueces presidentes suplentes y los secretarios desempeñarán las funciones y deberes de sus respectivos cargos, según lo dispuesto por la ley estatal.

Sección 9. Sistema de Votación Accesible. La Ciudad de Leander proporcionará al menos un Sistema de Votación Universal ExpressVote® y un Escáner de Recinto Digital DS200 y DS300®, que podrán adquirirse por cualquier medio legal disponible, incluyendo, entre otros, arrendamiento o alquiler del Condado de Williamson, el Condado de Travis o cualquier otra fuente legal, según lo autorizado o requerido por las Secciones 123.032 y 123.035 del Código Electoral de Texas.

Sección 10. Autorización del Secretario Municipal. Por la presente, se autoriza e instruye al Secretario Municipal a adquirir y proporcionar todos los suministros y materiales electorales necesarios para llevar a cabo las elecciones. Asimismo, se autoriza al Secretario Municipal a emitir todos los avisos requeridos para las elecciones y a tomar cualquier otra medida adicional que sea necesaria para llevar a cabo las elecciones de conformidad con el Código Electoral de Texas; y tendrá la responsabilidad de organizar y llevar a cabo las elecciones de conformidad con las Elecciones de Texas.

Sección 11. Medidas Necesarias. Por la presente, se autoriza e instruye al Secretario Municipal a tomar todas las medidas necesarias para cumplir con las disposiciones del Código Electoral de Texas y la Carta Orgánica de la Ciudad al llevar a cabo y llevar a cabo las Elecciones, ya sea expresamente autorizadas o no en el presente, incluyendo, entre otras, la realización de cambios o adiciones a los centros de votación, el lenguaje de la boleta o los procedimientos en la medida en que sea necesario o deseable, o según sea necesario debido a circunstancias que surjan después de la fecha de esta Ordenanza.

Sección 12. Generalidades. Las elecciones especiales se celebrarán y llevarán a cabo de conformidad con el Código Electoral de Texas y, en la medida en que no sea incompatible con

este, con la Carta de la Ciudad. Solo los votantes residentes de la Ciudad que cumplan los requisitos podrán votar en las elecciones. Por la presente, se autoriza y se instruye al Secretario Municipal para que proporcione y suministre todos los materiales electorales necesarios para llevar a cabo dichas elecciones. Los resultados de las elecciones se darán a conocer lo antes posible después del cierre de las urnas; y los resultados electorales serán escrutados por el Ayuntamiento no antes de del 10 de febrero de 2026 (sujeto a la Sección 67.003(b) del Código Electoral de Texas) ni después del 18 de febrero de 2026.

Sección 13. Fecha de entrada en vigor; Código Electoral. Esta ordenanza entrará en pleno vigor y efecto a partir de su promulgación en la fecha que se indica a continuación; sin embargo, si algún término o disposición de esta Ordenanza entra en conflicto o es incompatible con el Código Electoral de Texas, regirá este último.

Sección 14. Reuniones públicas. Se declara y determina oficialmente que la reunión en la que se aprobó esta Ordenanza estuvo abierta al público, según lo requerido, y que se notificó públicamente la hora, el lugar y el propósito de dicha reunión, según lo exige el Capítulo 551 del Código de Gobierno de Texas.

APROBADO, ADOPTADO Y APROBADO el 6 de noviembre de 2025.

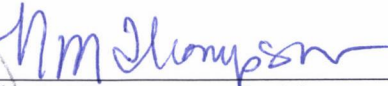
CERTIFICA:

CIUDAD DE LEANDER, TEXAS



Dara Crabtree, Secretaria Municipal





Na'Cole Thompson, Alcalde pro tempore

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 26-001-00

AN ORDINANCE AMENDING ORDINANCE NUMBERS 25-068-00 AND 25-069-00, WHICH ORDERED THE FEBRUARY 7, 2026, SPECIAL CALLED ELECTIONS IN THE CITY OF LEANDER TO ELECT UNEXPIRED TERMS IN THE OFFICES OF MAYOR AND PLACE FOUR ON THE CITY COUNCIL, RESPECTIVELY, TO AMEND THE TYPES OF VOTING MACHINES TO BE USED IN THE ELECTIONS AND PROVIDE FOR USE OF PAPER BALLOTS

WHEREAS, the City of Leander ordered special elections to fill vacancies in the offices of Mayor and Place 4 on the City Council;

WHEREAS, the City is contracting with the Williamson County Elections Administrator to provide accessible voting machines for the elections;

WHEREAS, the ballots for the special elections will be hand counted;

WHEREAS, Ordinance Nos. 25-068-00 and 25-069-00, which order and establish procedures for the special elections, provide that at least one ExpressVote® Universal Voting System and DS200 and DS300 Digital® Precinct Scanner would be used in the elections;

WHEREAS, the DS200 and DS300 Digital® Precinct Scanner are no longer needed because ballots will be hand counted; and

WHEREAS, Ordinance Nos. 25-068-00 and 25-069-00 need to be amended to reflect that the DS200 and DS300 Digital® Precinct Scanners will not be used and to confirm use of paper ballots for the elections;

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

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. Ballots and Accessible Voting System.

- a) Section 2 of Ordinance No. 25-068-00 and Ordinance No. 25-069-00 are hereby amended to read as follows:

Section 2. Ballots. Paper ballots shall be used for the special election. Further, the form of ballot required for use on the accessible voting machine described in Section 9 shall be used. The ballots shall comply with the *Texas Election Code*.

- b) Section 9 of Ordinance No. 25-068-00 and Ordinance No. 25-069-00 are hereby amended to read as follows:

Section 9. Accessible Voting System. The City of Leander will provide at least one ExpressVote® Universal Voting System, which may be acquired by any legal means available

including but not limited to lease or rental from the Williamson County Elections Administrator as authorized or required by Sections 123.032 and 123.035, Texas Election Code.

Section 3. Conflicting Ordinances. Ordinance No. 25-068-00 and Ordinance No. 25-069-00 are amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

Section 4. Effective Date; Election Code. This ordinance shall be in full force and effect from and after its passage on the date shown below; provided that if any term or provision of this Ordinance conflicts with, or is inconsistent with, the *Texas Elections Code*, the *Texas Election Code* shall govern.

Section 5. Open Meetings. It is officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required *Chapter 551, Texas Government. Code.*

PASSED, ADOPTED AND APPROVED on this the 6th day of January, 2026.

ATTEST:

CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor Pro Tem

ORDENANZA DE LA CIUDAD DE LEANDER, TEXAS

ORDENANZA NÚM. 26-001-00

UNA ORDENANZA QUE MODIFICA LAS ORDENANZAS NÚMEROS 25-068-00 Y 25-069-00, LAS CUALES CONVOCARON A ELECCIONES ESPECIALES EL 7 DE FEBRERO DE 2026 EN LA CIUDAD DE LEANDER PARA ELEGIR A LOS TITULARES DE LOS MANDATOS RESTANTES EN LOS CARGOS DE ALCALDE Y CONCEJAL DEL PUESTO CUATRO, RESPECTIVAMENTE, PARA MODIFICAR LOS TIPOS DE MÁQUINAS DE VOTACIÓN QUE SE UTILIZARÁN EN LAS ELECCIONES Y ESTABLECER EL USO DE PAPELETAS DE PAPEL.

CONSIDERANDO que la Ciudad de Leander convocó a elecciones especiales para cubrir las vacantes en los cargos de Alcalde y Concejal del Puesto Cuatro;

CONSIDERANDO que la Ciudad ha contratado al Administrador de Elecciones del Condado de Williamson para que proporcione máquinas de votación accesibles para las elecciones;

CONSIDERANDO que las papeletas de las elecciones especiales se contarán manualmente;

CONSIDERANDO que las Ordenanzas Núm. 25-068-00 y 25-069-00, que convocan y establecen los procedimientos para las elecciones especiales, disponen que se utilizaría al menos un Sistema de Votación Universal ExpressVote® y un escáner digital de distrito DS200 y DS300 en las elecciones;

CONSIDERANDO que los escáneres digitales de distrito DS200 y DS300 ya no son necesarios debido a que las papeletas se contarán manualmente; y

CONSIDERANDO que es necesario modificar las Ordenanzas Núm. 25-068-00 y 25-069-00 para reflejar que no se utilizarán los escáneres digitales de distrito DS200 y DS300 y para confirmar el uso de papeletas de papel en las elecciones;

POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE LEANDER, TEXAS, ORDENA Y DECRETA LO SIGUIENTE:

Sección 1. Declaración de Hechos. Las declaraciones anteriores se consideran veraces y correctas y se incorporan al presente documento como declaración de hechos.

Sección 2. Papeletas y Sistema de Votación Accesible.

- a) La Sección 2 de la Ordenanza No. 25-068-00 y la Ordenanza No. 25-069-00 se modifican para que queden redactadas de la siguiente manera:

Sección 2. Papeletas. Se utilizarán papeletas de papel para la elección especial. Además, se utilizará el formato de papeleta requerido para la máquina de votación accesible descrita en la Sección 9. Las papeletas deberán cumplir con el Código Electoral de Texas.

b) La Sección 9 de la Ordenanza No. 25-068-00 y la Ordenanza No. 25-069-00 se modifican para que queden redactadas de la siguiente manera:

Sección 9. Sistema de votación accesible. La Ciudad de Leander proporcionará al menos un Sistema de Votación Universal ExpressVote®, que podrá adquirirse por cualquier medio legal disponible, incluyendo, entre otros, el arrendamiento o alquiler al Administrador de Elecciones del Condado de Williamson, según lo autorizado o requerido por las Secciones 123.032 y 123.035 del Código Electoral de Texas.

Sección 3. Ordenanzas contradictorias. La Ordenanza n.º 25-068-00 y la Ordenanza n.º 25-069-00 se modifican según lo dispuesto en el presente documento. Todas las ordenanzas o partes de las mismas que entren en conflicto o sean incompatibles con las disposiciones de esta ordenanza, tal como se adopta en el presente documento, quedan modificadas en la medida de dicho conflicto. En caso de conflicto o incompatibilidad entre esta ordenanza y cualquier otro código u ordenanza de la Ciudad, prevalecerán los términos y disposiciones de esta ordenanza.

Sección 4. Fecha de entrada en vigor; Código Electoral. Esta ordenanza entrará en pleno vigor a partir de su aprobación en la fecha que se indica a continuación; siempre que, si algún término o disposición de esta Ordenanza entra en conflicto o es incompatible con el Código Electoral de Texas, prevalecerá el Código Electoral de Texas.

Sección 5. Reuniones públicas. Se declara y determina oficialmente que la reunión en la que se aprueba esta Ordenanza fue pública, según lo requerido, y que se dio aviso público de la hora, el lugar y el propósito de dicha reunión, según lo exige el Capítulo 551 del Código Gubernamental de Texas.

APROBADA Y ADOPTADA el 6 de enero de 2026.

CERTIFICACIÓN:

CIUDAD DE LEANDER, TEXAS

Dara Crabtree, Secretaria Municipal

Na’Cole Thompson, Alcalde Pro Tempore



EXECUTIVE SUMMARY
1/6/2026

AGENDA SUBJECT:

Acceptance of public infrastructure improvements associated with Case No. PICP-24-0144 Leander Kinder Care for streets, drainage, water, and wastewater.

BACKGROUND:

Approximately \$54,015.00 of required public City of Leander infrastructure improvements for Leander Kinder Care have been installed, inspected, and are substantially completed. The extension of public infrastructure in accordance with City ordinance and master plans will provide additional sales revenue and promote future development in the area. All documentation required for acceptance of this project has been received, including record drawings, a statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two (2) year term maintenance bond.

The maintenance bond will commence the two (2) year term upon City Council acceptance, as anticipated, on January 6, 2026, which will provide warranty and maintenance coverage for the public infrastructure improvements through January 6, 2028. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the bond.

This business plays an important role in the community's economic and social infrastructure for the City of Leander.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends acceptance of public infrastructure improvements associated with Case No. PICP-24-0144 Leander Kinder Care for streets, drainage, water, and wastewater.

PRESENTER:

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

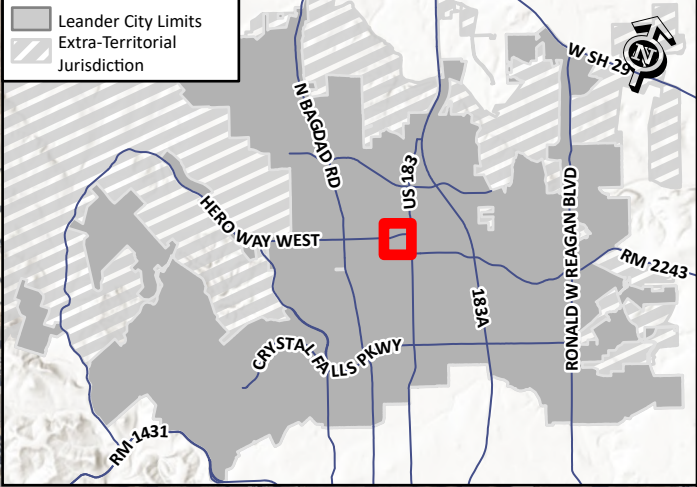
Fiscal Impact

Attachments:

1. Acceptance Documents - Leander Kinder Care

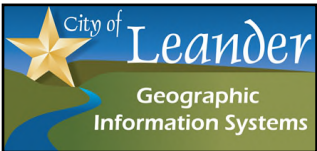
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy,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

Leander City Limits
Extra-Territorial
Jurisdiction

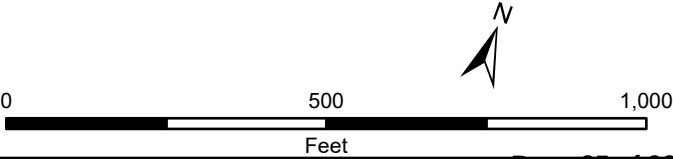


SUBDIVISION ACCEPTANCE

Leander Kinder Care - PICP-24-0144



 Accepted Subdivision



TAS Compliance, LLC
Paul J. Glenn, APA, CSI, CCCA, LEED AP, CA CASp #525
TX Registered Accessibility Specialist #0389

October 19, 2025

City of Leander
Building Inspection Dept.
105 N Brushy Street
Leander, Texas 78641

Re: TDLR Project Number: TABS2025001702
Project Name: Kinder Care Leander
Project Address: 441 W Broade Street
Leander, Texas 78641

PICP Letter – NO VIOLATIONS

Building Inspection Department:

I performed TAS Compliance Inspection on Wednesday October 15, 2025. Inspection found that the accessible routes within the property boundary of this project (inclusive of are acceptable and substantially compliant with the 2012 Texas Accessibility Standards. Scope of the inspection included private property elements within the 25' Pedestrian Access Easement (sidewalk, crosswalks and curb ramps).

Please note, this determination does not address applicability of the Americans with Disabilities Act (ADA, (P.L. 101-336), or any other local, state, or federal requirements). For information on the ADA, call the ADA Hotline, 1-800-949-4232; or the United States Department of Justice at 1-202-514-0301.

If you have any questions concerning the results of this review, please do not hesitate to contact me.

Sincerely,
Paul J. Glenn

Paul J. Glenn
Registered Accessibility Specialist (RAS # 0389)

Copy of Project Registration can be obtained at <https://www.tdlr.texas.gov/TABS/Projects/TABS2025001702>

c: Calvin Axtell – ACA Leander, LLC

1005 Providence Drive, Allen, Texas 75002
469-247-3319

1

Engineer's Concurrence for Project Acceptance

Project: Leander Kinder Care Date: 11/7/2025

City of Leander Issued Permit Number: PICP-24-0144

Owner's Name & Address

ACA Leander LLC
3939 Bee Cave Rd Bldg C-100
Austin, TX 78746

Consultant Engineer's Name & Address

Cumulus Design
2080 N Hwy 360
Grand Prairie, TX 75050

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

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



(SEAL)


Signature

Matthew Cragun

Typed Name

Cumulus Design

Engineering Firm Name

14810

Registered Engineering Firm Number

11/18/2025

Ann Weis
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn.,

The following is the information as applicable for the KinderCare Leander project.
PICP 24-0144

Final Plat Legal Name as Recorded: HEB Leander Subdivision Lot 2A, Lot 2B, Block A Replat

Name on Approved Construction Documents: Leander KinderCare

Name on Bank Bond for Fiscal Posting: Insurors Indemnity Company

(Ensure that each relevant item being submitted is included above)

COSTS CATEGORIES	AMOUNT
Streets	\$ 11,014.00
Drainage	\$ 20,945.00
Water	\$ 9,511.00
Wastewater	\$ 7,500.00
Streetlights	
Landscape Improvements	\$ 5,045.00
TOTAL	\$54,015.00

Add other relevant information. For example of related items such as a maintenance bond and how much of the value is applied to said item.

Total Improvements = \$54,015.00
Maintenance Bond (10%) = \$ 5,401.50

An example of related items such as the inspection fees and how much of the value is applied to said item.

Total Improvements = \$54,015.00
Currently Paid Inspection Fees = \$2,187.00

Remaining Insp. Fees to be Paid = \$0

*Note that this total differs from project Pay Applications #7 and #8 (attached), as the PICP cost forms part of the overall construction works at KinderCare Leander. Refer to line contract SOV line items 11 (Streets), 57 (Drainage, Water & Wastewater), 54 and 55 (Landscape Improvements). All other costs relating to the Kinder Leander development are removed form the above costs and Cost Breakdown provided.



Matt Cragun
Cumulus Design
2080 N Hwy 360
Grand Prairie, TX 75050
matt@cumulusdesign.net

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Engen Contracting Inc.
as Principal, whose address is 11824 Jollyville Rd., Suite 202, Austin, TX 78759 and
Insurors Indemnity Company a Corporation organized under the
laws of the State of Texas, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Five Thousand Four Hundred One and no/100 Dollars
(\$ 5,401.00) to which payment will and truly to be made we do bind ourselves, our
and each of our heirs, executors, administrators, successors and assigns jointly and severally,
firmly by these presents.

WHEREAS, the said Principal has constructed Leander Kinder Care PICP-24-0144; improvements include
streets - includes roadway embankment and erosion/sediment controls, drainage includes grading necessary for drainage functions, wastewater, water
(the
“improvements”) pursuant to the ordinances of the Obligee, which ordinances are hereby
expressly made a part hereof as though the same were written and embodied herein;

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

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

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

subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

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

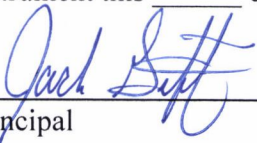
Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances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

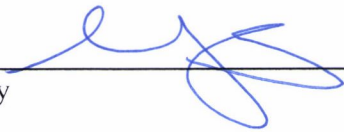
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where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

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

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7th day of November, 2025.


Principal


Surety

By: C.O.O. / Vice President

By: Michelle L. Cummings

Title: JACK GRIFFITH / COO VP

Title: Attorney-in-Fact

Address: 11824 Jollyville Rd., Suite 202

Address: 8701 Shoal Creek Blvd., Bldg 2, Ste 201

Austin, TX 78759

Austin, TX 78746

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

Brittany M. Mach

8701 Shoal Creek Blvd., Bldg 2, Ste 201, Austin, TX 78757

(Seal)

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-25-0006070-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of TEXAS, and authorized and licensed to do business in the State of TEXAS and the United States of America, does hereby make, constitute and appoint

Michelle L. Cummings of the City of Austin, State of TEXAS

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge, and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to -wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

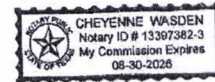
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 1st day of January, 2025, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Cheyenne Warden
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 07th day of November 2025.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.



Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

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

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

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

ATTACH THIS NOTICE TO YOUR POLICY:

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

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

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

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

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

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

STATE OF TEXAS
COUNTY OF

Date: 11/17/2025

Developer: ACA Leander, LLC
3939 Bee Cave Rd (Bldg C-100) Austin, TX, 78746

Contractor/Material Engen Contracting, Inc.
Provider ("Affiant"): 11824 Jollyville Rd (Suite 202) Austin, TX, 78759

Project: KinderCare Leander

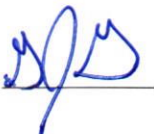
This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 17th day of Nov, 2025.

Initialed:



PAGE 1 of 2

AFFIANT:

Signature: _____

Typed Name: _____

Title: _____

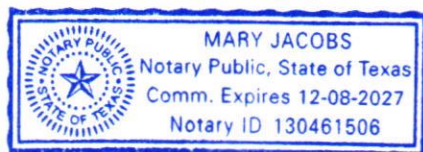
G Jackson Griffith
G Jackson Griffith
CHIEF OPERATIONS OFFICER

STATE OF TEXAS
COUNTY OF TRAVIS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17th day of Nov, 2025

[SEAL]



Mary Jacobs
Notary in and for the State of Texas

Name: Mary Jacobs

My commission expires: 12/8/27

Initialed: _____

[Signature]



EXECUTIVE SUMMARY
1/6/2026

AGENDA SUBJECT:

Approval of an Ordinance adopting an official map of the City of Leander, Williamson and Travis Counties, Texas; providing for the maintenance and filing of the official map; declaring the official City Limits and Extraterritorial Jurisdiction (ETJ); and providing an effective date.

BACKGROUND:

Chapter 41. MUNICIPAL BOUNDARIES (LGC, Chapter 41) of the Texas Local Government Code requires a municipality to prepare and maintain a map of its boundaries and its extraterritorial jurisdiction (ETJ). The map must be kept in a location that is easily accessible to the public and must also make a digital copy of the map that complies with LGC, Chapter 41.

In accordance with LGC, Chapter 41, each year the City adopts by ordinance the official map of the City establishing the city limits and ETJ boundary and the process for maintaining the map as the City's boundaries change. This map includes all the annexations and updates to the city limits from the past year. This item is a housekeeping item that does not make changes to the map that were not previously part of a formal action of the City.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander, Development Services Department

RECOMMENDATION:

Staff recommends approval of this ordinance to adopt the official map of the City of Leander.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 Official City Limit Map Ordinance
2. Att 2 Official City Limit Map

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE ADOPTING AN OFFICIAL MAP OF THE CITY OF LEANDER, WILLIAMSON AND TRAVIS COUNTIES, TEXAS ATTACHED AS EXHIBIT “A”, LEANDER CITY MAP, HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE MAINTENANCE AND FILING OF THE OFFICIAL MAP; DECLARING AS THE OFFICIAL CITY LIMITS AND EXTRATERRITORIAL JURISDICTION (ETJ); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) has caused members of City staff to prepare a map indicating the boundaries of the City and the extraterritorial jurisdiction of the City;

WHEREAS, members of City staff have reviewed the official records of the City including duly adopted resolutions, agreements, and ordinances for annexing property into the city limits and the City’s extraterritorial jurisdiction and has presented the City with a map reflecting the official boundaries of the City and the extraterritorial boundaries based upon the official records of the City; and

WHEREAS, the map attached as Exhibit “A”, Leander City Map, hereto and incorporated herein, to this ordinance sets out the true, correct and official boundaries of the City and the City’s extraterritorial jurisdiction.

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. Official Map. The map attached as Exhibit “A”, hereto, marked and labeled Leander City Map, is hereby adopted as the official map of the City. The official map shall be maintained in the office of the City Secretary. A copy of the map shall also be kept in the office of the City Engineer. The map may be amended and corrected from time to time by the City Council. The City limits and extraterritorial jurisdiction indicated upon said map are hereby declared to be the official City limits and extraterritorial jurisdiction for the City of Leander. All property shown on the official map as within the City limits is hereby declared to be within the City limits of the City of Leander. All property shown on the official map as within the City’s extraterritorial jurisdiction is hereby declared to be within the extraterritorial jurisdiction of the City of Leander. The City Secretary shall record the official map among the records of Williamson County and Travis County.

SECTION 3. Boundary Changes. All boundary changes after the effective date of this ordinance shall be reflected on the official map upon completion of the annexation, extension of

extraterritorial jurisdiction, or other change in the boundaries of the City limits and the City's extraterritorial jurisdiction. The official map shall be annotated to indicate:

- (a) the date of the boundary change;
- (b) the number of the ordinance or resolution, if any, by which the change was made; and
- (c) a reference to the minutes or ordinances records or resolution records in which the ordinance or resolution is recorded in full.

SECTION 4. Effective Date. This Ordinance shall be in force and effect from and after its passage on the date shown below.

PASSED AND APPROVED on this 6th day of January, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS

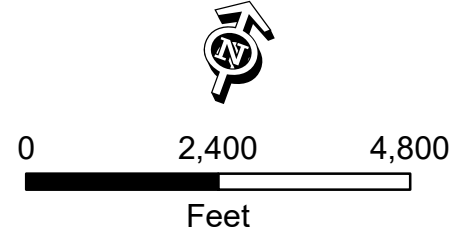
Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor Pro Tem

Approximate Area: 39.86 Square Miles
City Limits: 41.95 Square Miles
E.T.J. outside of City Limits: 81.95 Square Miles
Total City Limits and E.T.J.: 81.81 Square Miles

Note: The City of Leander and its officers, agents, and employees do not represent this data to be correct or accurate in any respect or that its use will not infringe on any copyright, patent, or other rights of any third party. The City shall have no liability or responsibility for the accuracy, completeness, or usefulness of this data; and makes no representation or warranty of merchantability or fitness for any purpose, either expressed or implied. All risks of using this data are assumed by the user and/or purchaser.

- Boundary Agreement Lines
- County Line
- City of Leander - City Limits
- City of Leander - 3-1/2 Mile and Voluntary ETJ



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
False Easting: 2,096,650.3333
False Northing: 8,842,000.0000
Central Meridian: -100.5333
Standard Parallel 1: 30.1167
Standard Parallel 2: 31.8833
Latitude Of Origin: 29.8667
Units: Feet US



EXECUTIVE SUMMARY
1/6/2026

AGENDA SUBJECT:

Approval of an Ordinance adopting the official zoning map of the City of Leander, Williamson and Travis Counties, Texas Zoning Map, hereto and incorporated herein; providing for the maintenance and recorded into record as the official zoning map; and providing an effective date.

BACKGROUND:

Each year the City adopts by ordinance the official zoning map of the City establishing the zoning district boundaries and the process for maintaining the map as the City's zoning district boundaries are amended from time to time. This map includes all of the changes to the zoning district boundaries that occurred in the past year. This item is a housekeeping item that does not make changes to the map that were not previously part of a formal action of the City Council.

This action affirms the City's zoning actions for the prior year and establishes an official zoning map for the purposes of public information and a baseline for formal zoning actions that will occur over the forthcoming year.

HISTORY/TIMELINE:

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

Staff recommends approval of this ordinance to adopt the City of Leander official zoning map.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 Ordinance Adoption of Official Zoning Map
2. Att 2 Official Zoning Map

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE ADOPTING THE OFFICIAL ZONING MAP OF THE CITY OF LEANDER, WILLIAMSON AND TRAVIS COUNTIES, TEXAS ATTACHED AS EXHIBIT “A”, CITY OF LEANDER, TEXAS ZONING MAP, HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE MAINTENANCE AND RECORDED INTO RECORD AS THE OFFICIAL ZONING MAP; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Leander, Texas, a Texas home rule municipality, (herein the “City”) maintains an official zoning map indicating the boundaries of the zoning districts within the City that are approved by the City Council from time to time;

WHEREAS, the City Council wishes to adopt an updated official zoning map that shows all zoning districts in the City that have been approved since the last adoption of an official zoning map; and

WHEREAS, the map attached as Exhibit “A”, City of Leander, Texas Zoning Map, hereto and incorporated herein, to this ordinance sets out the true, correct and official zoning districts and the zoning boundaries for the City;

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. Official Map. The map attached as Exhibit “A”, hereto, marked and labeled City of Leander, Texas, Zoning Map, is hereby adopted as the official zoning map of the City. The official zoning map shall be maintained in the office of the City Secretary. The map may be amended and corrected from time to time by the City Council. The zoning districts and boundaries indicated upon said map are hereby declared to be the official zoning districts and zoning boundaries for the City of Leander. All properties shown on the official zoning map as within a zoning category are hereby declared to be within the zoning district and zoned accordingly to comply with the requirements of the zoning ordinance of the City of Leander. The City Secretary shall keep the official zoning map among the permanent records of the City available for inspection and review during regular business hours.

SECTION 3. Zoning Changes. All zoning changes after the effective date of this ordinance shall be reflected on the official zoning map upon completion of the zoning amendment. The official zoning map shall be annotated to indicate the date of the zoning change.

SECTION 4. Effective Date. This Ordinance shall be in force and effect from and after its

passage on the date shown below.

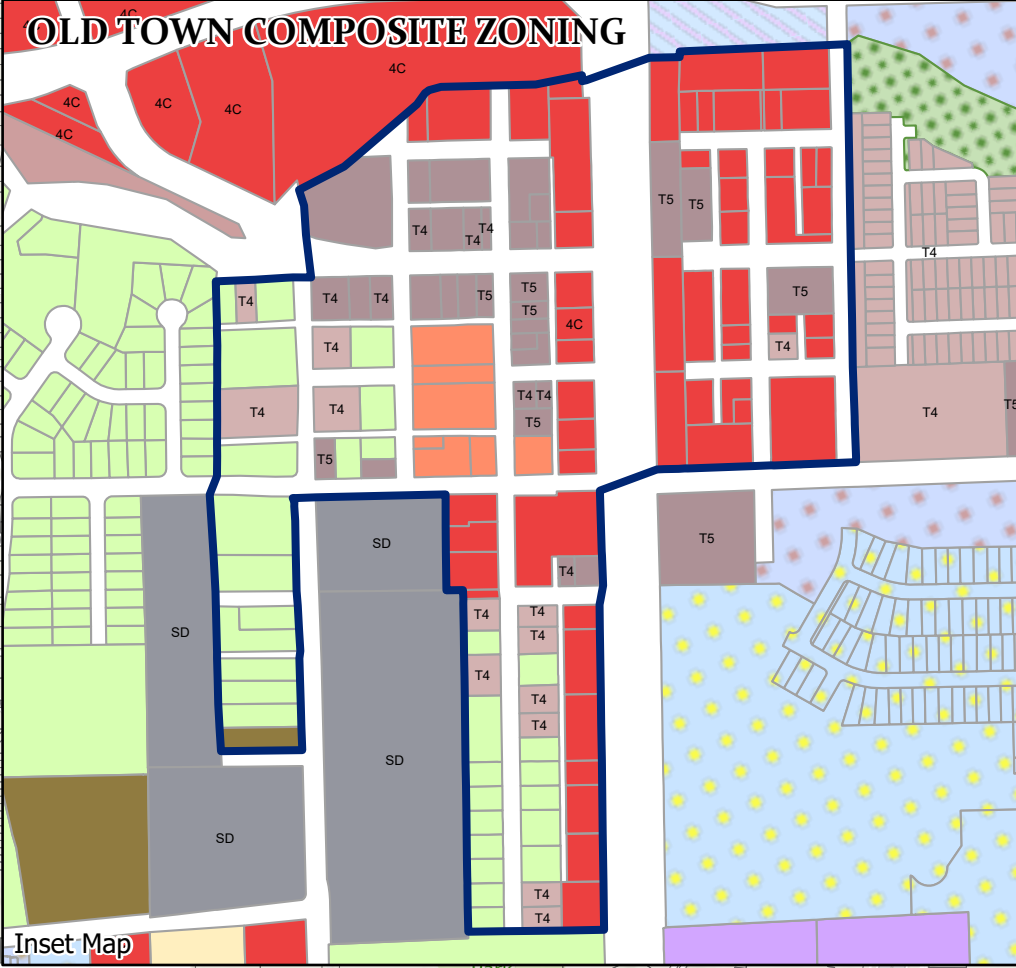
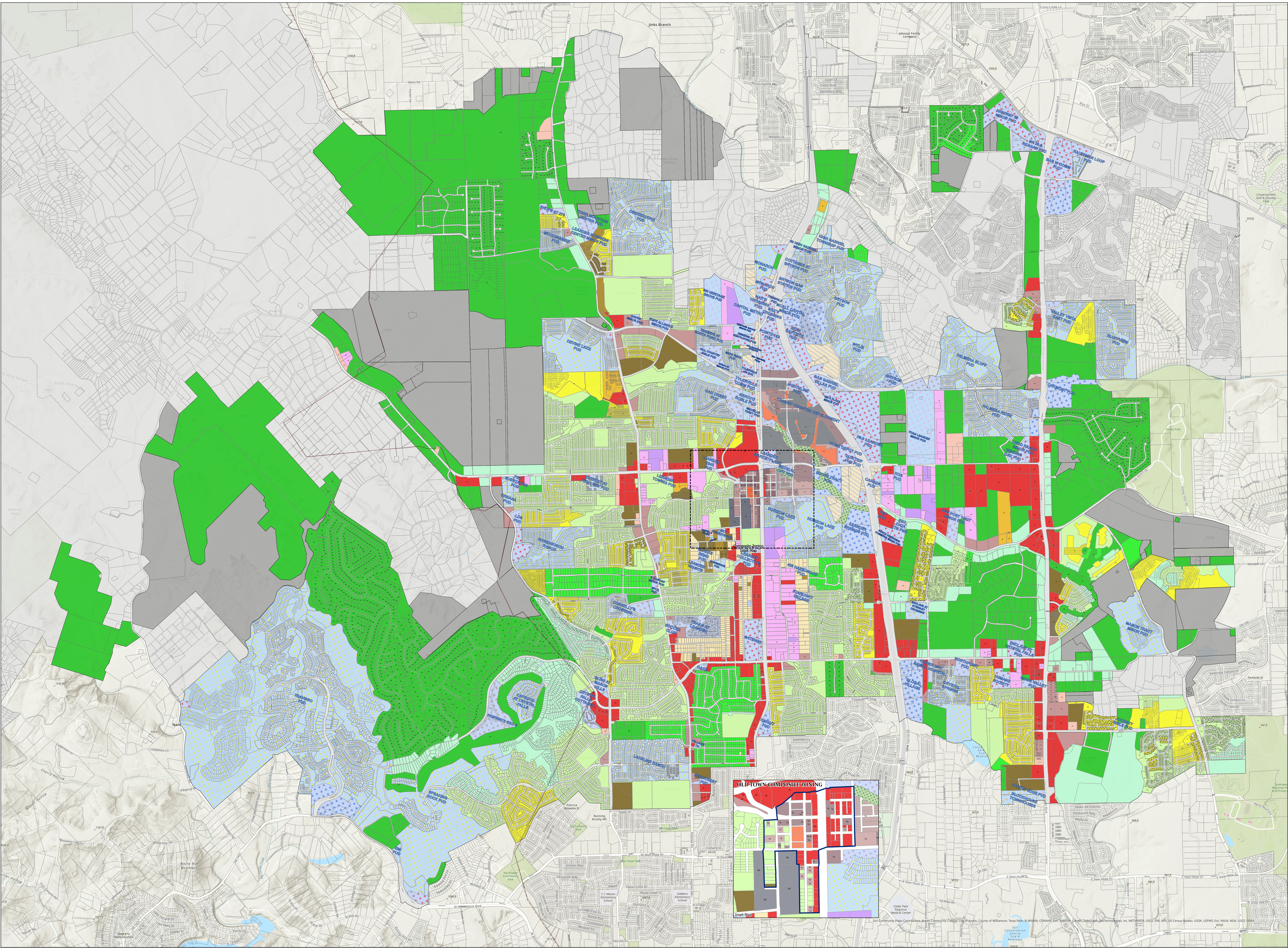
PASSED AND APPROVED on this 6th day of January, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS

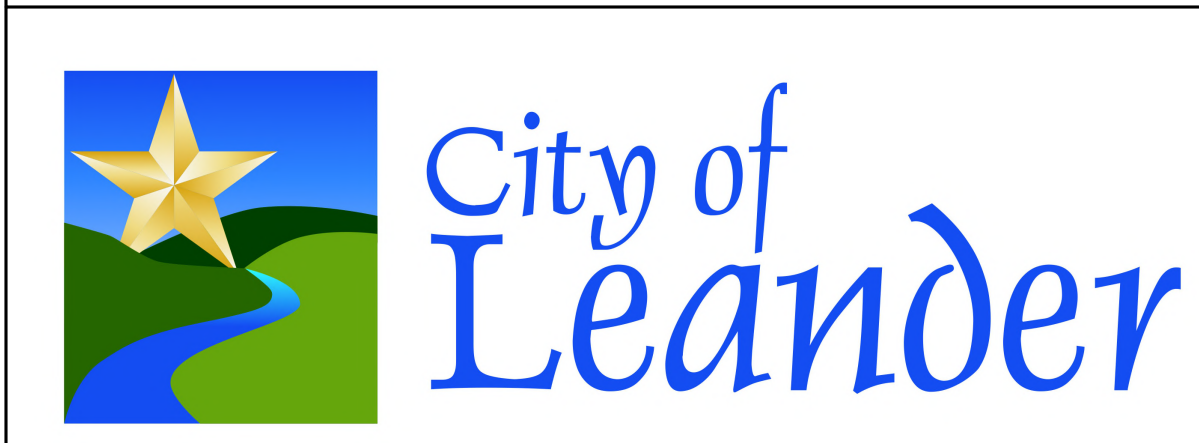
Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor Pro Tem

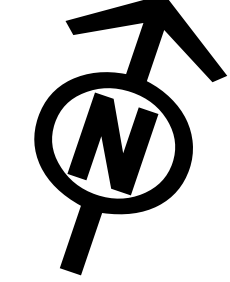
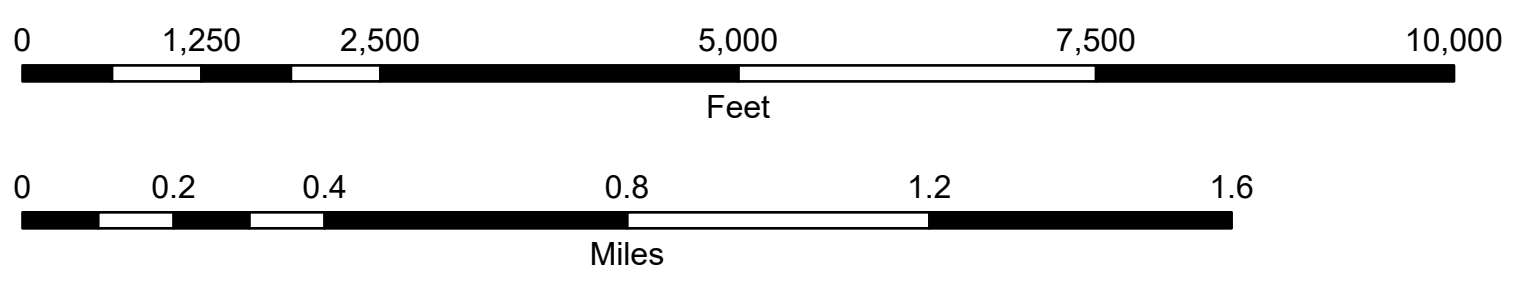


Zoning Map

Effective January 1, 2026



www.leandertx.gov



- Leander City Limits
- Extra-Territorial Jurisdiction
- Future Annexation Per DA
- Special Use Permit

Current Zoning

RESIDENTIAL

- SFR-Single-Family Rural
- SFE-Single-Family Estate
- SFS-Single-Family Suburban
- SFU-Single-Family Urban
- SFU/MH-Single-Family Urban / Manufactured Home
- SFC-Single-Family Compact
- SFL-Single-Family Limited
- CH-Cottage Housing
- SFT-Single-Family Townhouse
- TH-Tiny House
- TF-Two Family
- NR-Neighborhood Residential
- MF-Multi-Family

RETAIL/COMMERCIAL

- LO-Local Office
- LC-Local Commercial
- GC-General Commercial

INDUSTRIAL

- HI-Heavy Industrial

PUD LAND USE

- PUD-Single-Family
- PUD-Cottage Housing
- PUD-Townhomes
- PUD-Multi-Family
- PUD-Mixed Use
- PUD-Local Office
- PUD-Local Commercial
- PUD-General Commercial

SECTORS

- OS-Open Space
- CD-Conventional Sector
- SI-General Sector
- S2-Station Sector

TRANSECTS

- Civic Building
- T4-General Urban
- TS-Urban Center
- T6-Urban Core
- SD-Special District

If the Site and Architecture Components are not specifically listed on the zoning map, the following apply:

CH-2-B	LC-2-B	SFC-2-A	SFR-1-B	SFU/MH-2-B	TH-2-B
GC-3-C	LO-2-B	SFC-2-B	SFR-2-B	SFU-2-A	
HC-4-D	MF-2-B	SFE-2-B	SFS-2-B	SFU-2-B	
HI-5-D	NR-2-B	SFL-2-B	SFT-2-B	TF-2-B	

NOTE: Except for SFR districts, all single-family and two-family existing lots and future lots on land that is currently within single-family or two-family zoning districts that back up to or side to a major arterial roadway or tollway, have a Type A Architectural Component.

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



EXECUTIVE SUMMARY
1/6/2026

AGENDA SUBJECT:

Authorize the purchase of seven (7) Dodge Ram trucks from Cameron Country CDJR at a cost of \$326,425.00 under BuyBoard contract 724-23; three (3) Development Services - Engineering Inspectors, one (1) Development Services - Building Inspector, two (2) Development Services - Stormwater Inspectors, and one (1) Parks Department; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Development Services Department and Parks Department currently have five (5) trucks that have reached or exceeded their useful life of ten (10) years. These vehicles are recommended for replacement as part of the vehicle replacement schedule and included in the Fiscal Year 2026 budget to maintain operational reliability and safety, and to prevent escalating and unpredictable maintenance costs associated with aging assets. In addition to these replacements, the budget includes one (1) new vehicle for a recently hired Stormwater Inspector and one (1) additional truck to support increased operational needs within the Parks Department.

All trucks were approved with the current budget for a total of \$326,425.00 including a staff negotiated discount of \$2,801.35 per vehicle off the BuyBoard contract. The five (5) trucks proposed for replacement include:

DEPARTMENT	UNIT ID	MODEL	YEAR	MAKE	MODEL
DSD – Engineering, Stormwater Inspector	ENG3	2015	Dodge	Ram	
DSD – Engineering, Inspector	ENG4	2016	Dodge	Ram	
DSD – Engineering, Inspector	ENG5	2016	Dodge	Ram	
DSD – Engineering, Inspector	ENG6	2016	Dodge	Ram	
DSD – Permits	BI-6	2015	Dodge	Ram	

Chapter 791, § 271.102 of the Texas Government Code states; "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:**APPLICANT/AGENT:****RECOMMENDATION:**

Staff recommends that City Council authorize the purchase of seven (7) Dodge Ram trucks from Cameron Country CDJR at a cost of \$326,425.00 under BuyBoard contract 724-23; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$326,425.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Operating

Attachments:

1. BuyBoard Southwest CDJR, LLC Ram 4x4 price
2. City of Leander Ram 1500 Quote 4030 Spec Sheet
3. Ram 1500 Tradesman 4X4 Crew Cab Quote 4030

Section 7: Dodge Vehicles

Base Model Price for **Dodge RAM 2500HD Special Services Pickup** - Base Model, Crew Cab, 4X4, 6.4L V8 Hemi, 8 speed automatic, complete with all manufacturer's standard equipment.

Unit Price: Total:

Item Notes: **PROPOSAL NOTE 1:** Vendors proposing must be approved by the manufacturer to sell, install, and service the brand of equipment submitted. Proposers responding to this Proposal Invitation **shall submit an approval letter** from each manufacturer. Manufacturer authorization letters must include the regions in which equipment may be sold. Manufacturers responding directly to this proposal invitation, in lieu of an authorization letter, must submit a letter explaining that the company is the manufacturer of the products proposed. **PROPOSAL NOTE 2:** A Vendor in Texas must have and maintain for the life of the Contract any Franchise Motor Vehicle Dealer Certificate and/or other license/certificate as required by the Texas Department of Motor Vehicles. If Vendor proposes to serve states other than Texas, Vendor must have any and all licenses or certificates, including franchise motor vehicle dealer certificates or licenses required by each state the Vendor proposes to serve. **Proposers responding to this Proposal Invitation should submit a copy of their dealer certificate(s) and/or license(s).** **PROPOSAL NOTE 3:** The Proposal Invitation seeks base model pricing for vehicles. Vendors should propose direct replacement models if a vehicle/truck model specified below has been discontinued by the manufacturer. Optional equipment is not to be listed in a base price since options will be selected by the Cooperative member at time of quote/order. All options are to be priced at standard government pricing. Vendors shall submit a COMPLETE catalog(s)/pricelist(s) OF ALL OPTIONAL EQUIPMENT AND PARTS with their Proposal response or the Proposal will not be considered. The Cooperative considers an option listed and priced in a proposal response to be a "Published Option", part of any awarded contract, and available for purchase by members separately and independently from associated base price items. Vendors shall submit manufacturer upgrade options for each model proposed including alternative fuel equipment (CNG, LPG, Hybrid, etc.). Vendors shall submit catalog(s)/pricelist(s) in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.** **PROPOSAL NOTE 4:** All vehicle ancillary fees to be charged for any purchase from this contract with the exception of delivery fees (i.e. applicable state inspection, state title, state registration, dealer document fees, pre-delivery inspection, make ready, and manufacturer destination fees) are to be included in the base model price(s). Vehicle fees not included in the base model price(s) will not be permitted. The Cooperative service fee for vehicles is not a "vehicle fee" and is not to be included in the base price. **Dealer Floor Plan and Lot Insurance** costs will only be allowed for inventory vehicles at the dealer location and/or vehicles scheduled for upfitting by the dealer. These Floor Plan and Lot Insurance fees **shall not** be included in the price of a vehicle for the purpose of this proposal but **must** be listed separately as a line item price on individual quotes for any potential Cooperative member purchase.

Item Attributes**1. State Brand of Chassis and Body**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2024 RAM 2500 CREW 4X4 SSV 6.4



Vehicle: [Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box (Complete)

Selected Model and Options

MODEL	
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CODE	MODEL
DT6L98	2026 Ram 1500 Tradesman 4x4 Crew Cab 5'7" Box

COLORS	
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CODE	DESCRIPTION
PW7	Bright White Clearcoat

ENGINE	
--------	--

CODE	DESCRIPTION
ERG	Engine: 3.6L V6 24V VVT eTorque UPG I (STD)

TRANSMISSION	
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CODE	DESCRIPTION
DFT	Transmission: 8-Speed Automatic (850RE) (STD)

CPOS PKG	
----------	--

CODE	DESCRIPTION
23A	Quick Order Package 23A Tradesman -inc: Engine: 3.6L V6 24V VVT eTorque UPG I, Transmission: 8-Speed Automatic (850RE)

AXLE RATIO	
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CODE	DESCRIPTION
DMC	3.21 Rear Axle Ratio (STD)

WHEELS	
--------	--

CODE	DESCRIPTION
WBF	Wheels: 18" x 7.5" Steel Painted (STD)

TIRES	
-------	--

CODE	DESCRIPTION
TUM	Tires: 275/65R18 BSW All Season LRR (STD)

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 27155. Data Updated: Dec 1, 2025 6:46:00 PM PST.



Vehicle: [Fleet] 2026 Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box ( Complete)

PRIMARY PAINT

CODE	DESCRIPTION
PW7	Bright White Clearcoat

SEAT TYPE

CODE	DESCRIPTION
TXX8	Diesel Gray/Black, Heavy Duty Vinyl 40/20/40 Split Bench Seat

GVWR

CODE	DESCRIPTION
Z6B	GVWR: 6,900 lbs (STD)

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION
ANT	Bed Utility Group -inc: MOPAR Spray In Bedliner, 400W Inverter, MOPAR Deployable Bed Step, MOPAR 4 Adjustable Cargo Tie-Down Hooks, Pick-Up Box Lighting, Exterior 115V AC Outlet
A61	Tradesman Level 1 Equipment Group -inc: SiriusXM Radio Service, SiriusXM Satellite Radio, 2nd Row In Floor Storage Bins, Front & Rear Floor Mats, Rear Power Sliding Window

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION
MDA	Front License Plate Bracket

Options Total

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 27155. Data Updated: Dec 1, 2025 6:46:00 PM PST.

CZAR COMPANIES LLC dba CAMERON COUNTRY CDJR
2102 THORNTON STREET CAMERON, TEXAS 76520-5513
BUYBOARD 724-23

End User: CITY OF LEANDER **Caldwell Rep:** DON HOUSTON
Contact: VICTOR CASTILLO **Phone:** (979) 567-1500
Phone/ Email: VCASTILLO@LEANDERTX.GOX / 737-397-313 **Date:** Thursday, December 4, 2025
Product Description: 2026 White Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box **Email:** DYOON@USAAUTOMOTIVEPARTNERS.COM

A. Bid Series: 2026 RAM 1500 TRADESMAN 4X4 CREW **A. Base Price:** \$ 44,800.00

B. Published Options [Itemize each below] **Quote Number:** 4030

Code	Model Vehicle				
DT6L98	2026 White Ram 1500 (DT6L98) Tradesman 4x4 Crew Cab 5'7" Box				
Code	Options	Bid Price	Code	Options	Bid Price
A61	Tradesman Level 1 Equipment Group	\$0.00	TXX8	Diesel Gray/Black, Heavy Duty Vinyl 40/20/40	\$0.00
ANT	Bed Utility Group	\$0.00	WBF	Wheels: 18" x 7.5" Steel Painted	\$0.00
23A	Quick Order Package 23A Tradesman	\$0.00	Z6B	GVWR: 6,900 lbs	\$0.00
DFT	Transmission: 8-Speed Automatic 850RE	\$0.00			
DMC	3.21 Rear Axle Ratio	\$0.00			
ERG	Engine: 3.6L V6 24V VVT eTorque UPG I	\$0.00			
MDA	Front License Plate Bracket	\$0.00			
PW7	Bright White Clearcoat	\$0.00			
TUM	Tires: 275/65R18 BSW All Season LRR	\$0.00			
Total of B. Published Options					\$ -

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price	Unpublished Options	Bid Price
2026 RAM 1500 TRADESMEN 4X4 CREW CAB	1550		
		Total of C. Unpublished Options:	\$ 1,550.00

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

E. Upfitter/Quote Number:

F. Delivery ETA: 90 - 120 DAYS APPROX **\$** -

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge 75 miles **\$** 225.00

K. Subtotal **\$** 46,575.00

L. Quantity Ordered 7 x **K** = **\$** 326,025.00

M. Trade in:

N. Coop Fee per purchase order **\$** 400.00

O. Total purchase price with coop fee (Prices and availability are subject to change without notice) **\$** 326,425.00

DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD, dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)



EXECUTIVE SUMMARY
1/6/2026

AGENDA SUBJECT:

Approval of an agreement with Texas Multi-Chem, LTD. utilizing BuyBoard Contract 705-23 to provide professional services in the amount of \$71,472.00 to renovate, level and expand all existing baseball and softball infields at Benbrook Ranch Park, located at 1100 Halsey Drive, Leander, Williamson County, Texas; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On August 8, 2025, the City Council approved a budget amendment through Ordinance No. 24-075-00, allocating \$425,000.00 in the Parks Special Revenue Fund for park improvements. On December 18, 2025, the City Council approved 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. The final step in the approval process is approval of the professional services agreement.

A portion of this funding will support field renovations at Benbrook Ranch Park, including upgrades to all five (5) existing baseball and softball infields. 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 (3) 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. The total project cost is \$71,472.00, with pricing secured through the Texas BuyBoard Contract 705-23.

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

HISTORY/TIMELINE:

08/08/2025 - the City Council approved a budget amendment through Ordinance No. 24-075-00, allocating \$425,000.00 in the Parks Special Revenue Fund for park improvements.

12/18/2025 - the City Council approved 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.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of an agreement with Texas Multi-Chem, LTD. utilizing BuyBoard Contract 705-23 to provide professional services in the amount of \$71,472.00 to renovate, level and expand all existing baseball

and softball infields at Benbrook Ranch Park; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Ashlea Boyle, Director of Parks and Recreation

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

Attachments:

1. Proposal Field Renovations
2. Contract Texas Multi Chem

 Great Sports Fields Start Here.	TEXAS MULTI-CHEM, LTD. P.O. BOX 291306 KERRVILLE, TX 78029 1-800-292-1214 www.TexasMultiChem.com PROPOSAL City of Leander Field Renovations
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8/11/25

SCOPE OF WORK

Fields located at Benbrook Ranch Park 1100 Halsey Rd, Leander TX 78641.

Field 1 (Full size Baseball): \$14,709

- Power rake infield edges to reduce lip. (\$1,900)
- Rebuild mound, install clay bricks. (\$300 bricks, \$1,439 rebuild)
- Install bricks at batter's boxes. (\$480 bricks, \$320 install)
- Add 48 tons of Diamond Dandy infield mix to infield. (\$4,550)
- Till infield. (\$1,210)
- Grade infield. (\$1,350)
- Install base package (\$650 HS package, \$850 install)
- Install 80 bags of infield conditioner. (\$1,360 conditioner, \$300 install)

Field 2 (Little League Field): \$15,969

- Power rake infield edges to reduce lip. (\$1,900)
- Cut out 5' of grass on back arc, install infield dirt. (\$2,760)
- Move back arc irrigation heads to new infield edge. (\$800)
- Rebuild mound, install clay bricks. (\$300 bricks, \$1,439 rebuild)
- Install bricks at batter's boxes. (\$480 bricks, \$320 install)
- Add 48 tons of Diamond Dandy infield mix to infield. (\$4,550)
- Till infield. (\$400)
- Grade infield. (\$460)
- Install base package. (\$650 HS package, \$850 install)
- Install extra set of base anchors. (\$80 anchors, install included in above price)
- Install 40 bags of infield conditioner. (\$680 conditioner, \$300 install)

Field 3 (Little League Field): \$15,969

- Power rake infield edges to reduce lip. (\$1,900)
- Cut out 5' of grass on back arc, install infield dirt. (\$2,760)
- Move back arc irrigation heads to new infield edge. (\$800)
- Rebuild mound, install clay bricks. (\$300 bricks, \$1,439 rebuild)
- Install bricks at batter's boxes. (\$480 bricks, \$320 install)
- Add 48 tons of Diamond Dandy infield mix to infield. (\$4,550)
- Till infield. (\$400)
- Grade infield. (\$460)
- Install base package. (\$650 HS package, \$850 install)
- Install extra set of base anchors. (\$80 anchors, install included in above price)
- Install 40 bags of infield conditioner. (\$680 conditioner, \$300 install)

Field 4 (Little League Field, no mound work): \$14,310

- Power rake infield edges to reduce lip. (\$1,900)
- Cut out 5' of grass on back arc, install infield dirt. (\$2,760)
- Move back arc irrigation heads to new infield edge. (\$800)
- Install bricks at batter's boxes. (\$480 bricks, \$320 install)
- Add 48 tons of Diamond Dandy infield mix to infield. (\$4,550)
- Till infield. (\$400)
- Grade infield. (\$460)
- Install base package. (\$650 HS package, \$850 install)
- Install 2 extra set of base anchors. (\$160 anchors, install included in above price)
- Install 40 bags of infield conditioner. (\$680 conditioner, \$300 install)

Field 5 (Softball): \$10,515

- Add 24 tons of Diamond Dandy infield mix. (\$2,760)
- Till infield. (\$1,200)
- Grade infield. (\$1,380)
- Install base package with double first base. (\$650 HS package, \$435 double first base, \$850 install)
- Install extra set of base anchors. (\$80 anchors, install included in above price)
- Install clay bricks at pitching area and batter's boxes. (\$780 bricks, \$720 install)
- Install 80 bags of infield conditioner. (\$1,360 conditioner, \$300 install)

TOTAL PRICE:	\$71,472.⁰⁰
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Notes:

- Buy Board contract #705-23
- If you have any questions regarding this proposal please contact Lee H. Smith at 210-288-5772 or lee@texasmultichem.com.

CITY OF LEANDER AGREEMENT FOR
REHABILITATION OF BASEBALL AND SOFTBALL FIELDS

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

THAT THIS AGREEMENT for rehabilitation for the baseball and softball fields within the City of Leander, (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2026 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 **Texas Multi-Chem, LTD**, a sports field rehabilitation company whose offices are located at 305 Mill Run, Kerrville, TX 78028 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods and services, specifically the rehabilitation for the baseball and softball fields within the City of Leander; and

WHEREAS, City has sought a quote via Buy Board contract 705-23 from the Texas Multi-Chem, LTD; 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 **Texas Multi-Chem, LTD.**

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 terminate upon the date of acceptance of the Work by the City; provided that the following sections shall survive: Section 4.01.E and F; Section 7.01; and Section 18.01.

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 and BuyBoard contract number 705-23, comprise the Contract Documents. Any inconsistencies or conflicts in the Contract Documents shall be

resolved by giving preference to the terms and conditions set forth in this Agreement.

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 within sixty (60) calendar days following the Effective Date, and Vendor hereby agrees to complete same within one hundred and eighty (180) calendar days after the 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 equipment and services 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 CONTRACTOR 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 **Seventy-One Thousand Four Hundred Seventy-Two Dollars and Zero Cents (\$71,472.00)** 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 equipment and services 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:

John Smyth
Parks Operations Manager
406 Municipal Drive

Leander, Texas 78641
Phone Number: (512) 528-2991
jsmyth@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 Contractor 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:
Texas Multi-Chem, LTD
Lee H. Smith
Sales Representative
305 Mill Run,
Kerrville, TX 78028

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

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.

Waiver. Waiver of any breach of this Agreement shall not constitute waiver of any subsequent breach.

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.

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.

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.

CONTRACTOR:

By: _____
Name: _____
Title: _____

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 A SCOPE OF WORK

Project Overview:

The contractor shall provide all labor, equipment, materials, supplies, tools, supervision, and transportation necessary to complete comprehensive field rehabilitation for the baseball and softball fields. All work shall be performed in accordance with professional athletic field standards and aligned with the itemized tasks specific to each field listed within this scope.

General Requirements:

1. Contractor must coordinate all site access with City Staff.
2. Contract shall ensure all work areas are secured and safe for public recreation users
3. All materials must or exceed industry standards
4. Contractor shall coordinate with City Staff on whether excess materials must be disposed of by contractor or if the City wishes to store them for future use.
5. All irrigation components modified or relocated must be tested and fully operational prior to the City accepting the work as complete.
6. Contractor shall be responsible to ensure all sites are clean and in playable condition upon completion.

Field Locations and Work:

Fields located at Benbrook Ranch Park 1100 Halsey Rd, Leander TX 78641.

- Field 1 (Full size Baseball): \$14,709
 - Power rake infield edges to reduce lip. (\$1,900)
 - Rebuild mound, install clay bricks. (\$300 bricks, \$1,439 rebuild)
 - Install bricks at batter's boxes. (\$480 bricks, \$320 install)
 - Add 48 tons of Diamond Dandy infield mix to infield. (\$4,550)
 - Till infield. (\$1,210)
 - Grade infield. (\$1,350)
 - Install base package (\$650 HS package, \$850 install)
 - Install 80 bags of infield conditioner. (\$1,360 conditioner, \$300 install)
- Field 2 (Little League Field): \$15,969
 - Power rake infield edges to reduce lip. (\$1,900)
 - Cut out 5' of grass on back arc, install infield dirt. (\$2,760)
 - Move back arc irrigation heads to new infield edge. (\$800)
 - Rebuild mound, install clay bricks. (\$300 bricks, \$1,439 rebuild)
 - Install bricks at batter's boxes. (\$480 bricks, \$320 install)
 - Add 48 tons of Diamond Dandy infield mix to infield. (\$4,550)
 - Till infield. (\$400)
 - Grade infield. (\$460)
 - Install base package. (\$650 HS package, \$850 install)

- Install extra set of base anchors. (\$80 anchors, install included in above price)
- Install 40 bags of infield conditioner. (\$680 conditioner, \$300 install)
- Field 3 (Little League Field): \$15,969
 - Power rake infield edges to reduce lip. (\$1,900)
 - Cut out 5' of grass on back arc, install infield dirt. (\$2,760)
 - Move back arc irrigation heads to new infield edge. (\$800)
 - Rebuild mound, install clay bricks. (\$300 bricks, \$1,439 rebuild)
 - Install bricks at batter's boxes. (\$480 bricks, \$320 install)
 - Add 48 tons of Diamond Dandy infield mix to infield. (\$4,550)
 - Till infield. (\$400)
 - Grade infield. (\$460)
 - Install base package. (\$650 HS package, \$850 install)
 - Install extra set of base anchors. (\$80 anchors, install included in above price)
 - Install 40 bags of infield conditioner. (\$680 conditioner, \$300 install)
- Field 4 (Little League Field, no mound work): \$14,310
 - Power rake infield edges to reduce lip. (\$1,900)
 - Cut out 5' of grass on back arc, install infield dirt. (\$2,760)
 - Move back arc irrigation heads to new infield edge. (\$800)
 - Install bricks at batter's boxes. (\$480 bricks, \$320 install)
 - Add 48 tons of Diamond Dandy infield mix to infield. (\$4,550)
 - Till infield. (\$400)
 - Grade infield. (\$460)
 - Install base package. (\$650 HS package, \$850 install)
 - Install 2 extra set of base anchors. (\$160 anchors, install included in above price)
 - Install 40 bags of infield conditioner. (\$680 conditioner, \$300 install)
- Field 5 (Softball): \$10,515
 - Add 24 tons of Diamond Dandy infield mix. (\$2,760)
 - Till infield. (\$1,200)
 - Grade infield. (\$1,380)
 - Install base package with double first base. (\$650 HS package, \$435 double first base, \$850 install)
 - Install extra set of base anchors. (\$80 anchors, install included in above price)
 - Install clay bricks at pitching area and batter's boxes. (\$780 bricks, \$720 install)
 - Install 80 bags of infield conditioner. (\$1,360 conditioner, \$300 install)

TOTAL PRICE: \$71,472.00



EXECUTIVE SUMMARY 1/6/2026

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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 $\pm$ 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.

BACKGROUND:

This request is the final step in the zoning process to approve a Special Use Permit (SUP). Uses permitted in a zoning district are classified in two (2) 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 (1) 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 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 500 feet per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any homeowner's association located within 500 feet are also required to be contacted.

Neighborhood outreach was conducted by mail in December 2023. A total of 13 residents/property owners within 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

12/18/2025 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

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. The City Council unanimously approved the Special Use request during the December 18, 2025, meeting.

PRESENTER:

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

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, TX 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 craftsmanship 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.

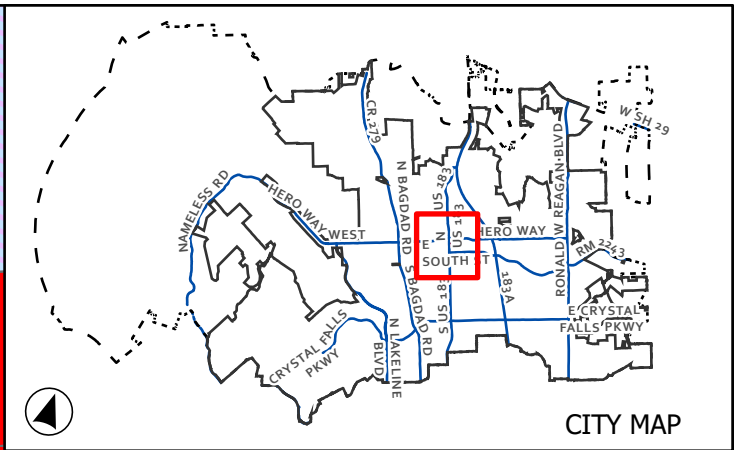
3. ****Food Truck Park:**-outdoor cooking space for cooking lessons or community events * A designated area will be allocated for food trucks offering a variety of culinary delights, ensuring a diverse range of dining options for the community

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 herein provided.

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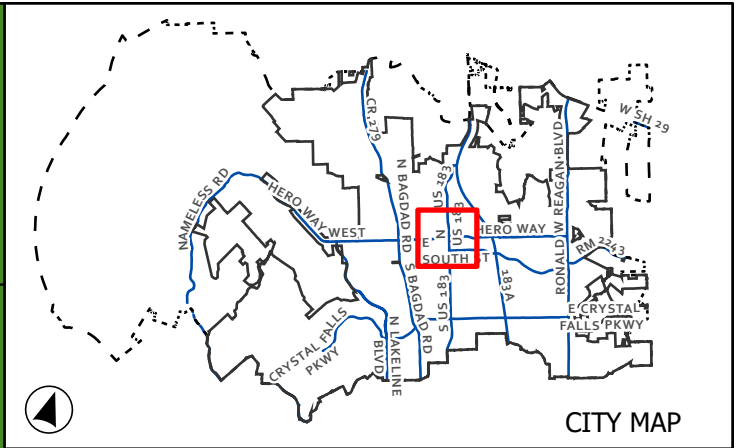
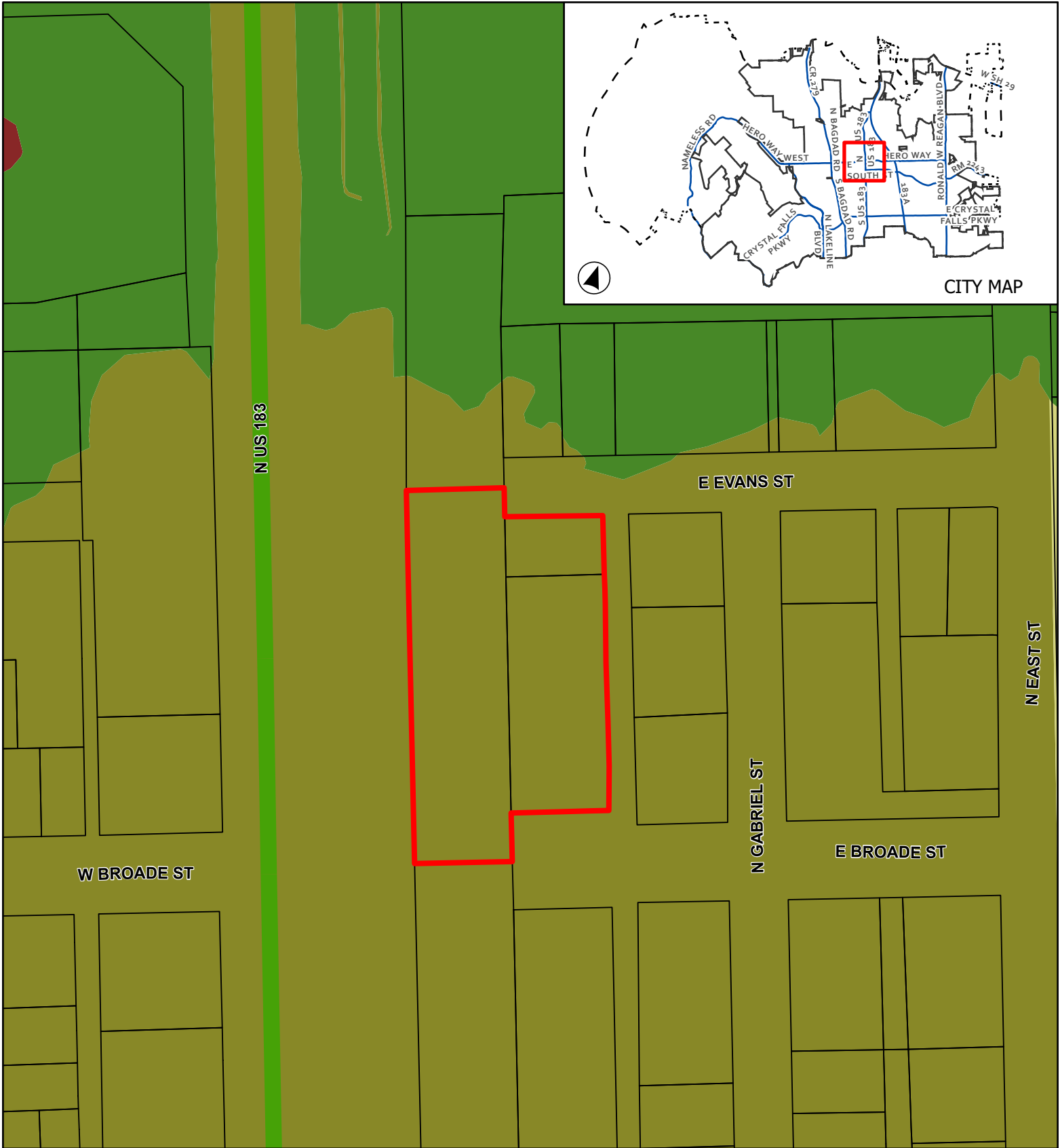
Feet

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



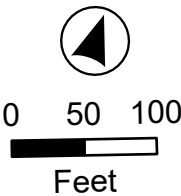
CASE: Z-25-0167

ATTACHMENT 3

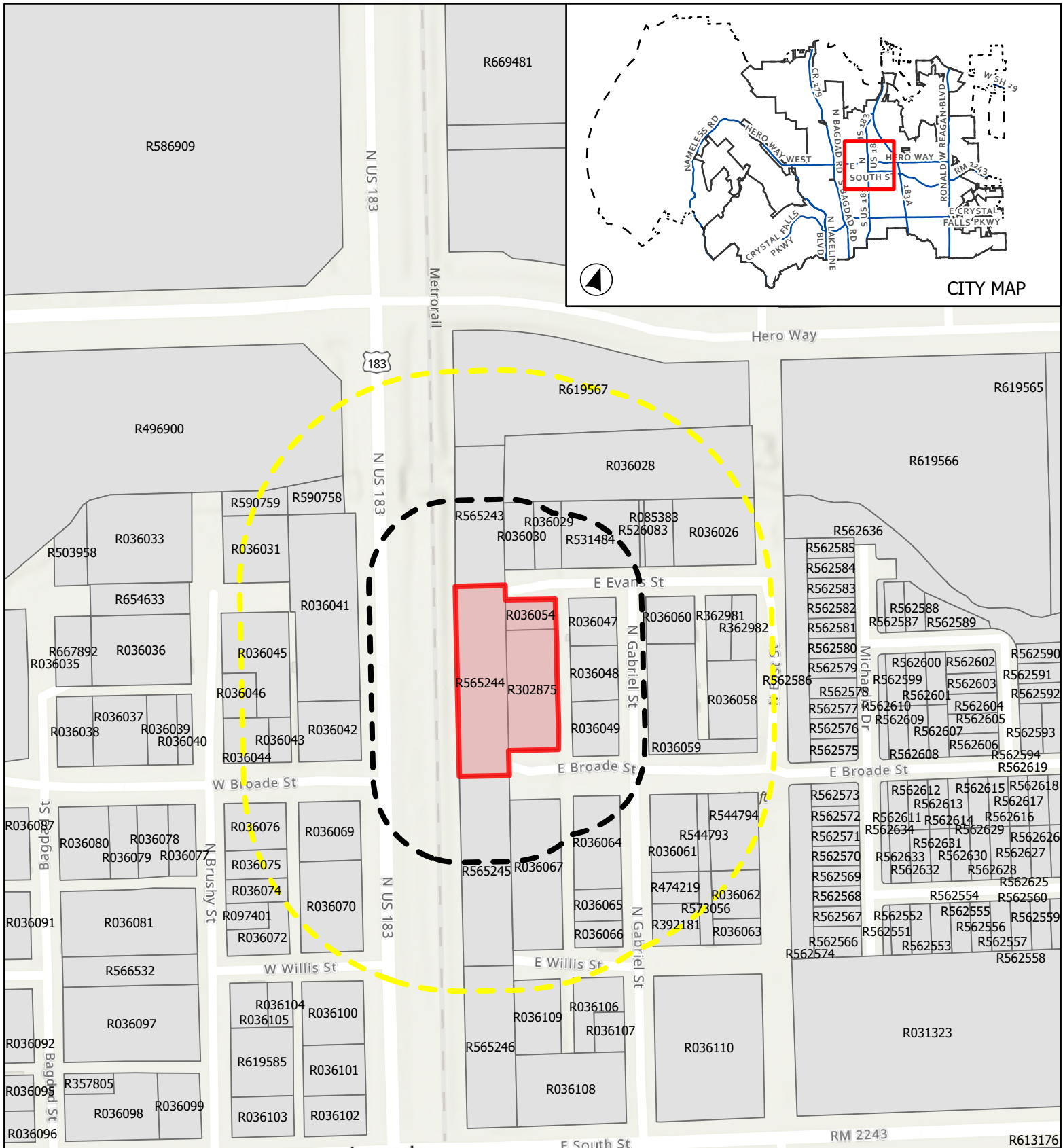
5TH ELEMENT BREWING
SUP

Future Land Use Map

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



- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Arterial 6 Lane, Existing
- Activity Center
- Old Town
- Urban Mixed Use
- Greenway



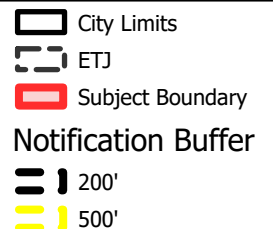
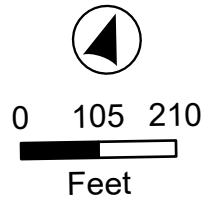
CASE: Z-25-0167

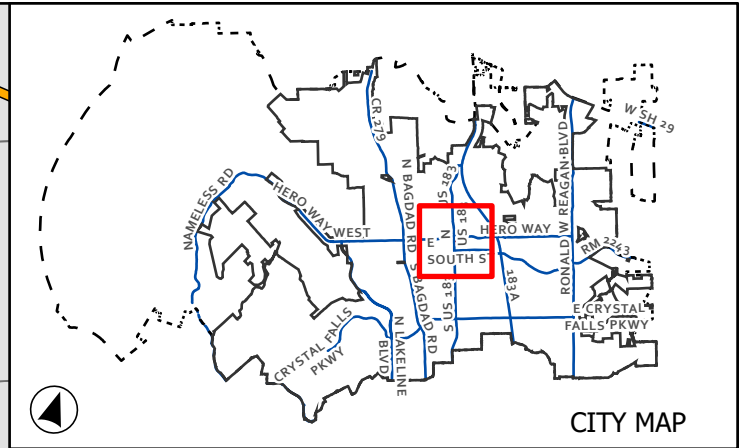
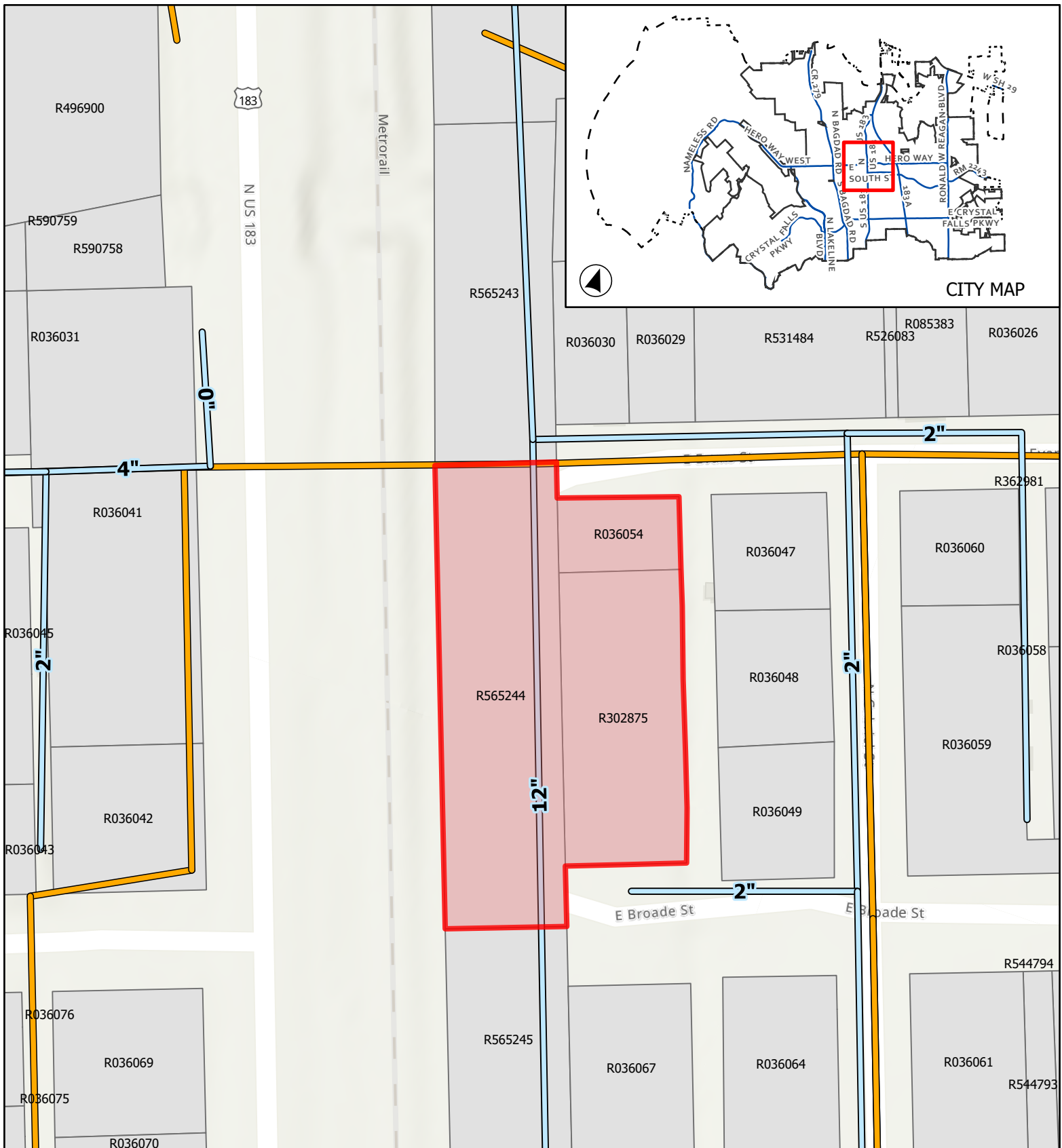
ATTACHMENT 4

5TH ELEMENT BREWING
SUP

Public Notification

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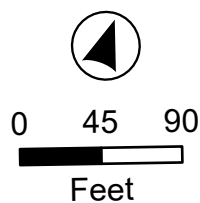
CASE: Z-25-0167

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 herein provided.



- City Limits
- ETJ
- Subject Boundary
- Waste Water Line
- Water Main Line

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?

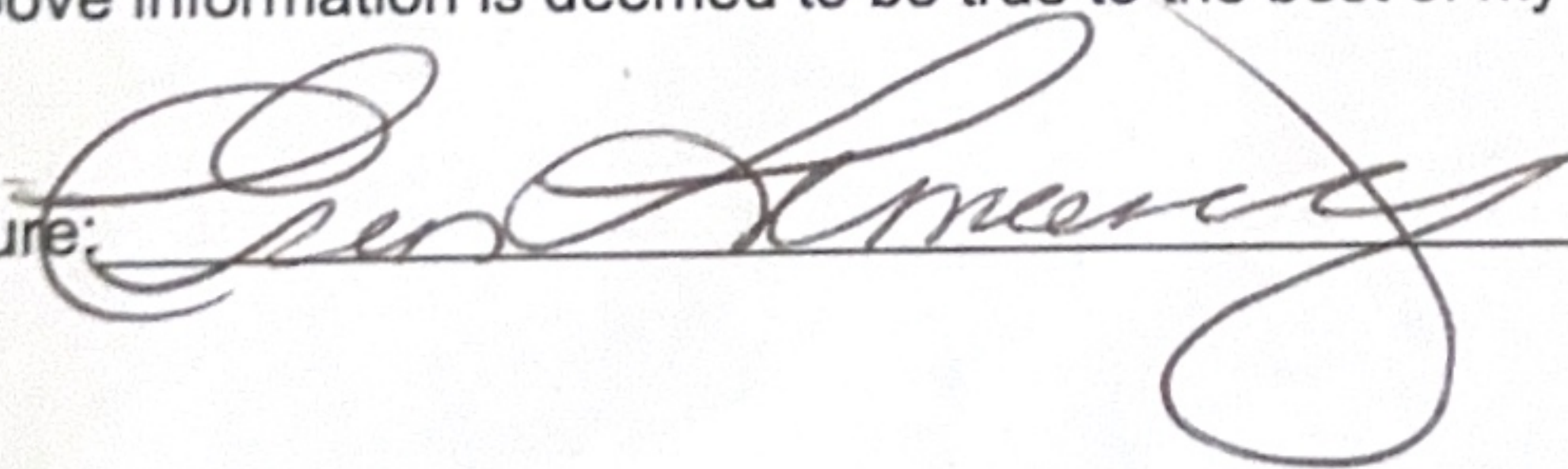
no concerns raised by property owners

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, TX 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 craftsmanship 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:

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.

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 2 – Joseph Morales
Place 3 – Karen Lewis
Place 4 – Jay Coat

Place 5 – James Oliver
Place 6 – Laura Lantrip, Vice Chair
Place 7 – Tyler Bray
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 $\pm$ 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 $\pm$ 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 $\pm$ 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 $\pm$ 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 $\pm$ 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
1/6/2026

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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 $\pm$ 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.

BACKGROUND:

This request is the final 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 Bagdad 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 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 500 feet as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500 feet are also required to be contacted.

The applicant sent letters to the property owners and HOA's within 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

12/18/2025 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

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).

The City Council unanimously approved the zoning case request as recommended by City staff during the December 18, 2025, meeting.

PRESENTER:

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

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.

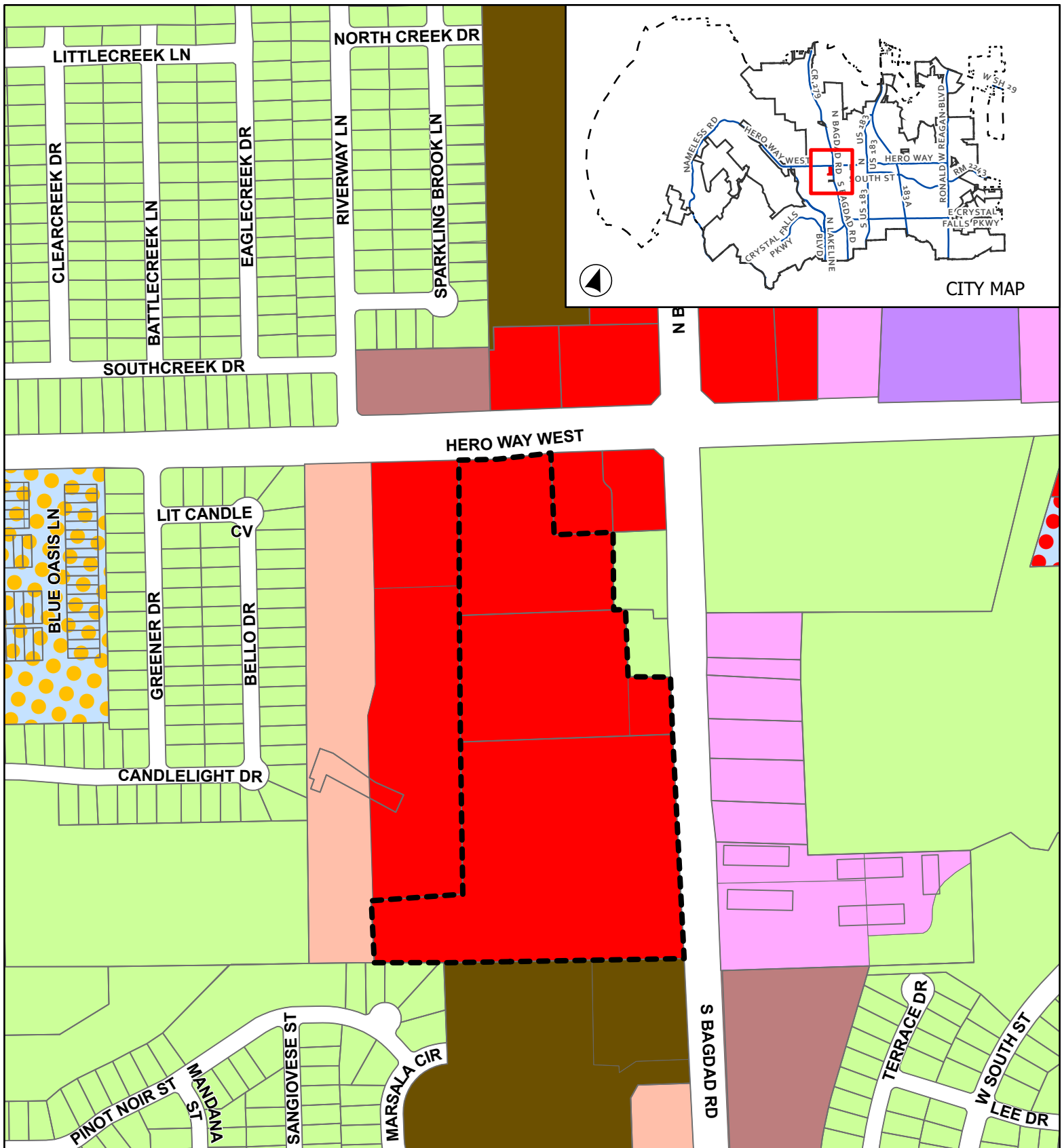
This PUD Zoning application includes Exhibit A describing the proposal and the property is shown in Exhibit B & C. It consists of 3 tracts of land that with approximately 280' of frontage on Hero with a shared driveway and then about 850' of frontage on Bagdad Road. Only about 300' of the Bagdad Frontage 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



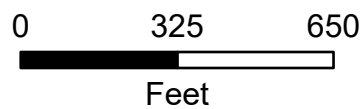
CASE: Z-25-0179

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 herein provided.

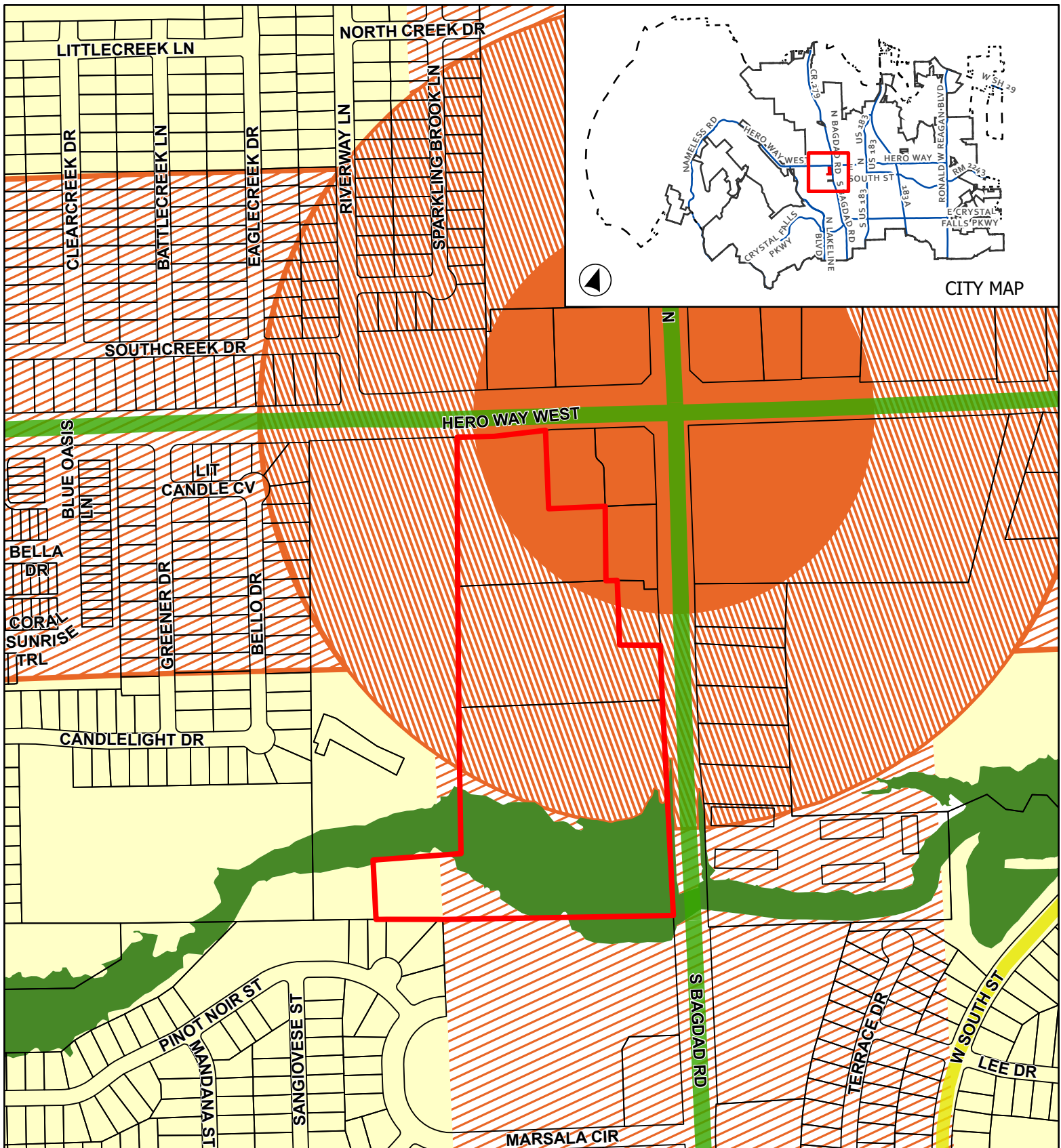


- City Limits
- ETJ
- Subject Boundary

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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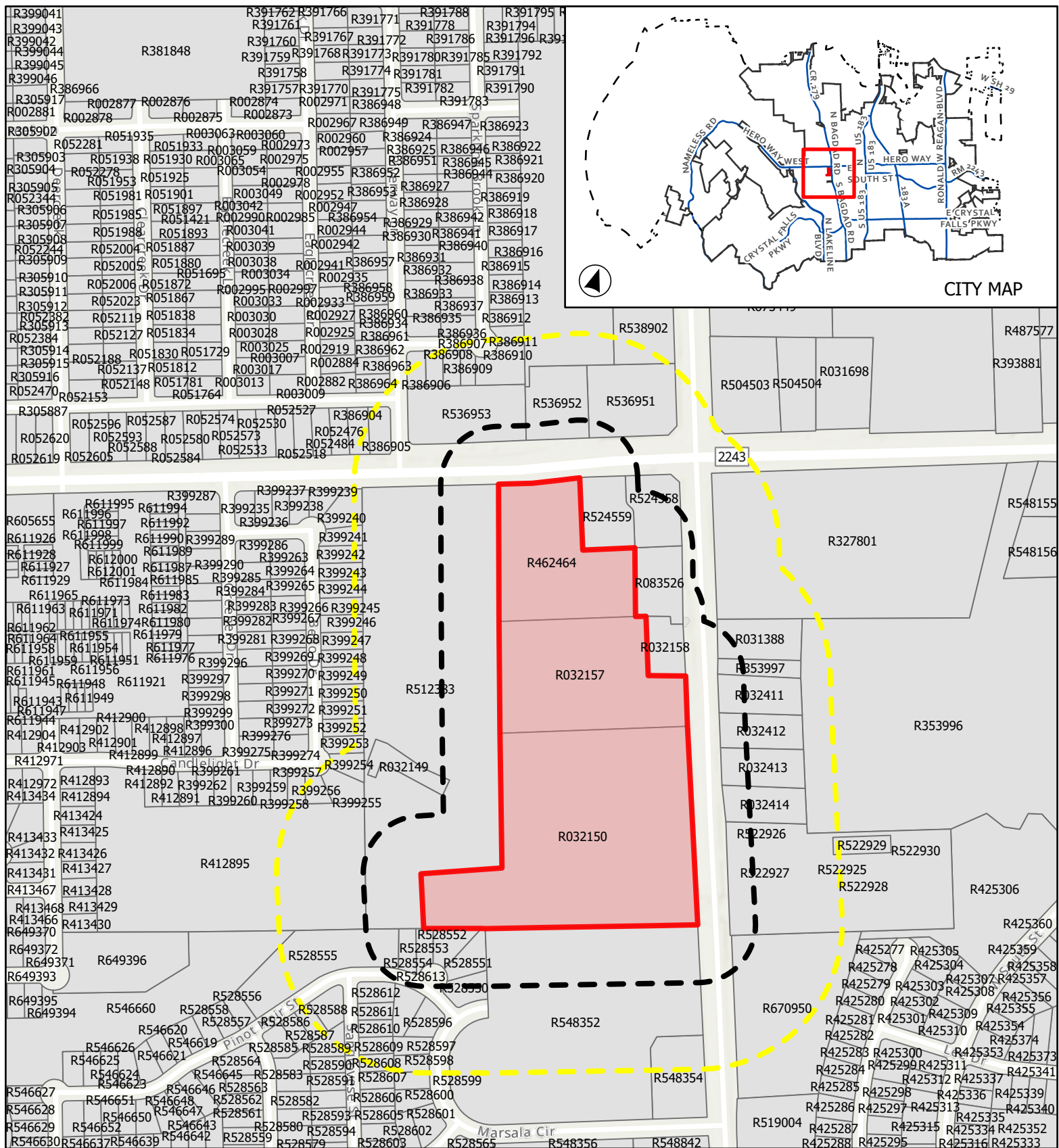
0 165 330



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

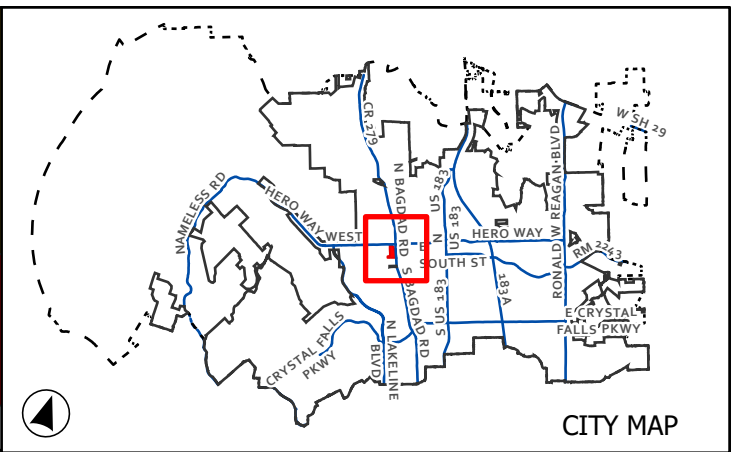
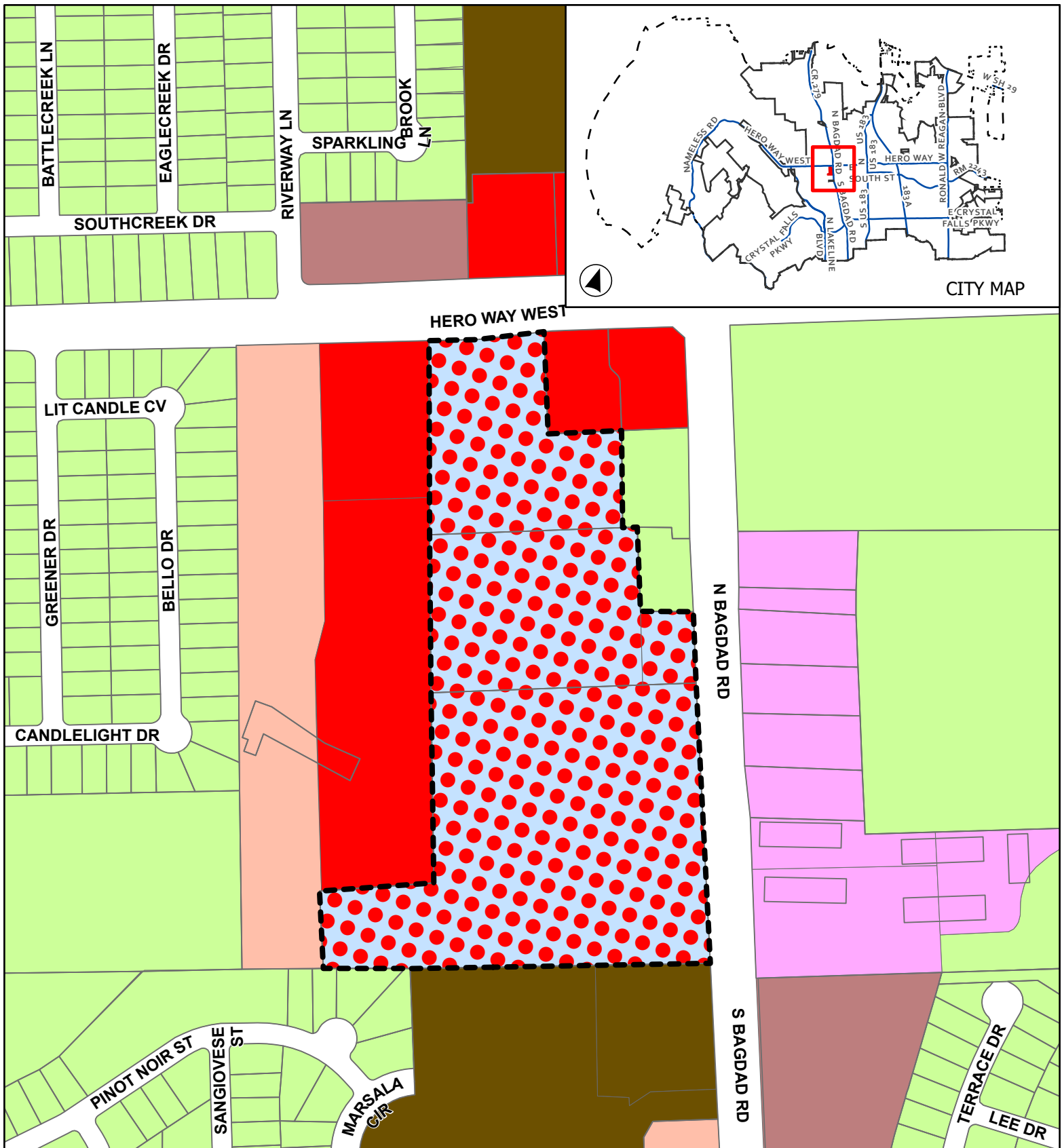


 Subject Boundary

Notification Buffer



51 500'



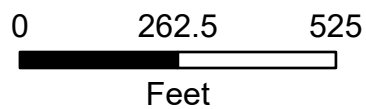
CASE: Z-25-0179

ATTACHMENT 5

Crossroads PUD

Proposed Zoning

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City Limits

ETJ

Subject Boundary

Proposed Zoning

SFU - Single-Family Urban

MF - Multi-Family

LO - Local Office

LC - Local Commercial

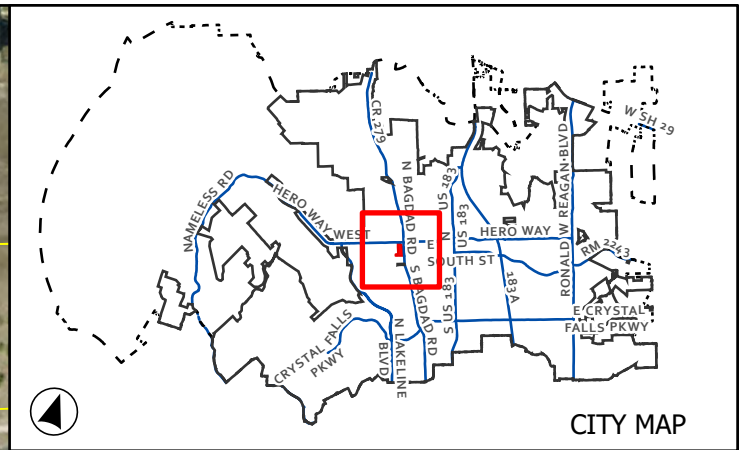
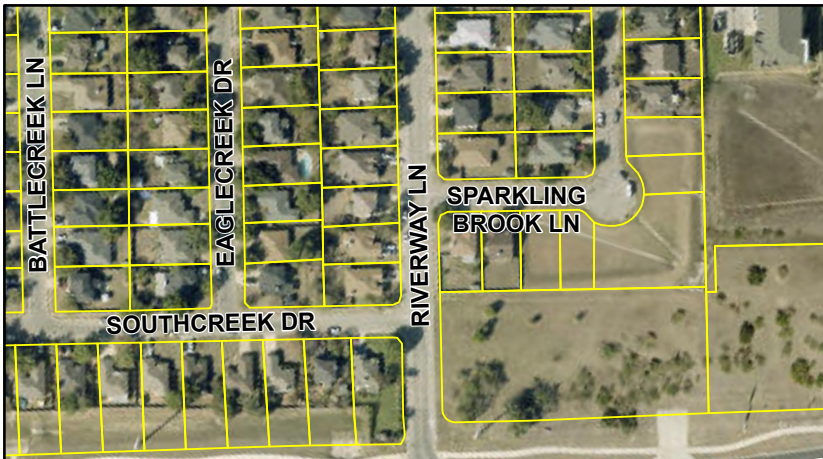
GC - General Commercial

HC - Heavy Commercial

HI - Heavy Industrial

PUD - Townhomes

PUD - General Commercial



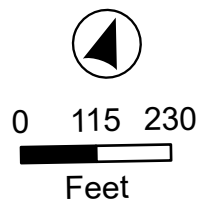
CASE: Z-25-0179

ATTACHMENT 6

CROSSROADS PUD

Aerial Map

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



- Leander City Limits
- Subject Boundary

EXHIBIT 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





Exhibit C:
Conceptual Site Layout
& Land Use Plan

Leander, TX



Graphic Scale: 1 inch = 150 feet



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



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 $\pm$; 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 2 – Joseph Morales
Place 3 – Karen Lewis
Place 4 – Jay Coat

Place 5 – James Oliver
Place 6 – Laura Lantrip, Vice Chair
Place 7 – Tyler Bray
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 $\pm$ 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 $\pm$ 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 $\pm$ 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 $\pm$ 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
1/6/2026

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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 $\pm$ in size, more particularly described as Williamson Central Appraisal District Parcel R098183; and located at 2100 S. Bagdad Road, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final 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 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 500 feet as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500 feet is also required to be contacted.

The applicant sent letters to all residents within the 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, Approved

12/18/2025 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

APPLICANT/AGENT:

Mark Gillespie (Owner)

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 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.

The City Council unanimously approved the zoning case request with the Planning & Zoning recommendations during the December 18, 2025, meeting.

PRESENTER:

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

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 7 PUD Notes - 2100 S Bagdad Road
8. Z-25-0183 Att 8 Neighborhood Outreach- 2100 S Bagdad Road

9. Z-25-0183 Att 9 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

**Letter of Intent
Zoning Change
2100 S. Bagdad Rd, Leander**

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.

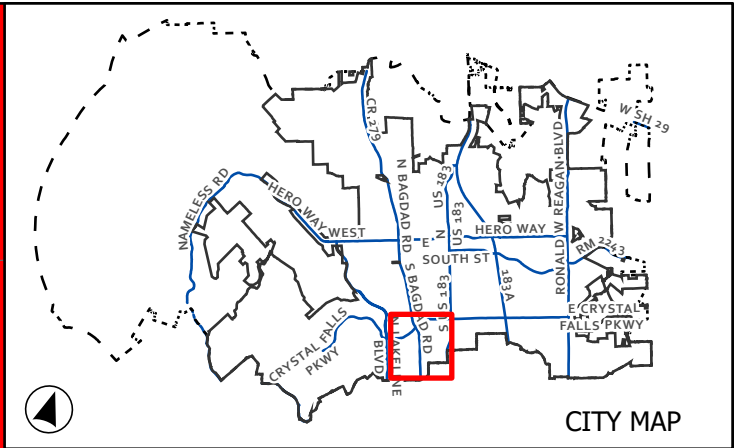
Also:

- 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



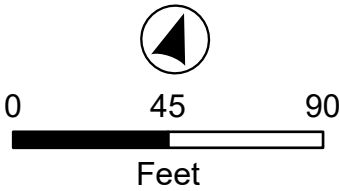
CASE: Z-25-0183

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 herein provided.

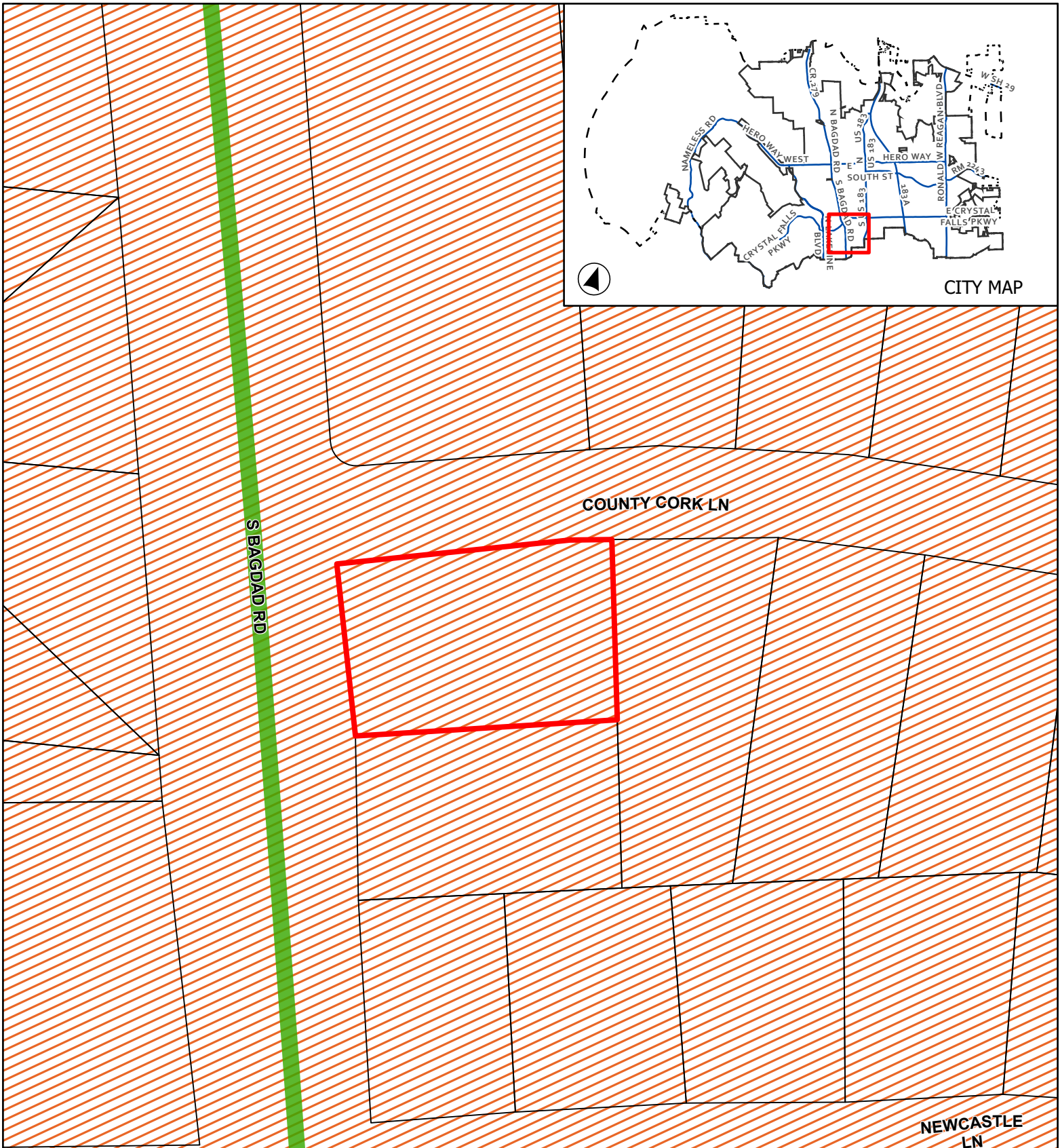


- City Limits
- ETJ
- Subject Boundary

Current Zoning

- SFE - Single-Family Estate

- SFU - Single-Family Urban
- LC - Local Commercial
- GC - General Commercial



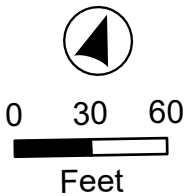
CASE: Z-25-0183

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 herein provided.



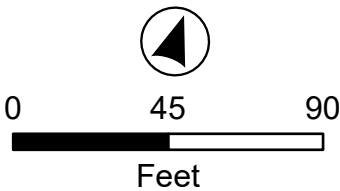
- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Arterial 6 Lane, Existing
- Multi-Use Corridor



CASE: Z-25-0183 ATTACHMENT 5 2100 S BAGDAD RD PUD

Proposed Zoning

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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

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- Leander City Limits
- Subject Boundary

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 general commercial uses as well as a residential unit.

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

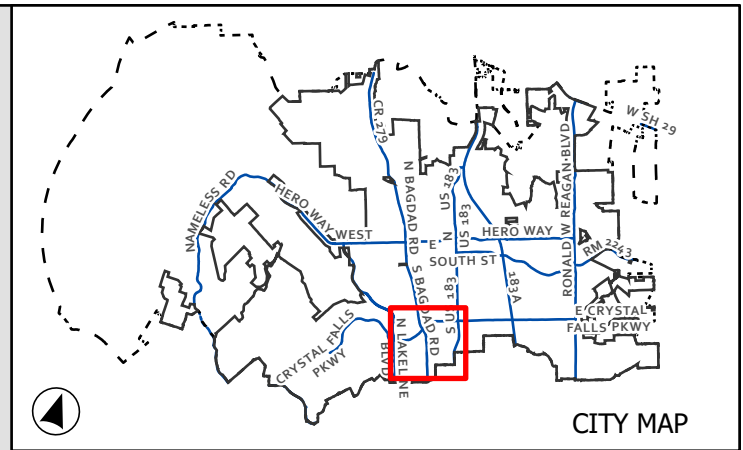
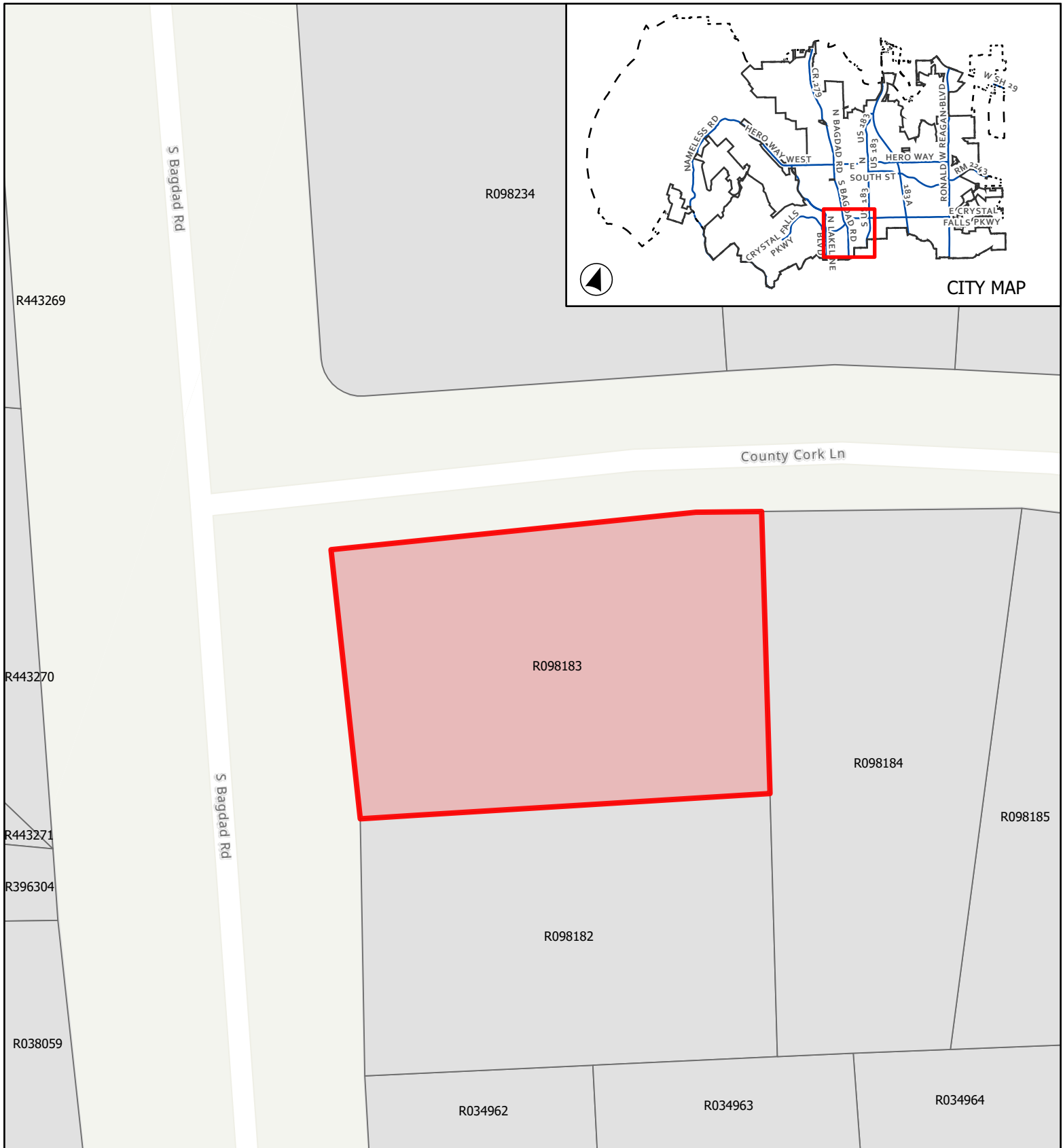
1. A Conceptual Site Layout and Land Use Plan has been attached to this PUD, **Exhibit C,** to illustrate the design intent for the property. The Conceptual Site Layout and Land Use Plan is intended to serve as a guide to illustrate the general community vision and design concepts and is not intended 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 use below:
 - a. One single-family residential unit

E. Development Standards

1. Article VI, Section 16(e) of the Composite Zoning Ordinance shall not be applied to the portion along S. Bagdad Road. Fencing over three (3) feet in height shall not be permitted within the Site Line Visibility Triangle.



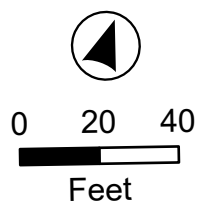
CASE: Z-25-0183

EXHIBIT B

2100 S BAGDAD RD PUD ZONING

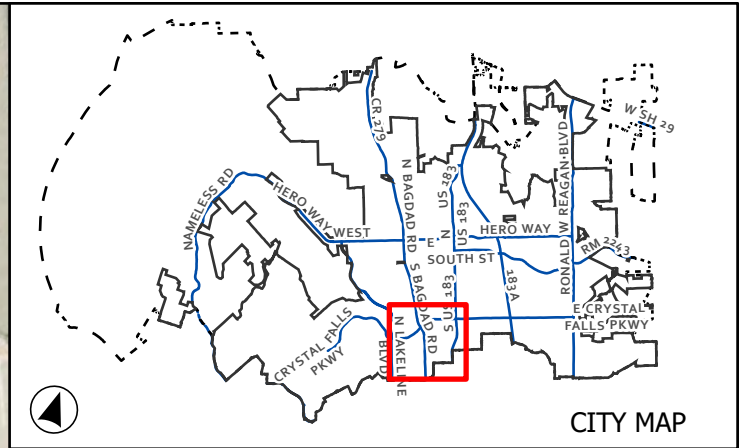
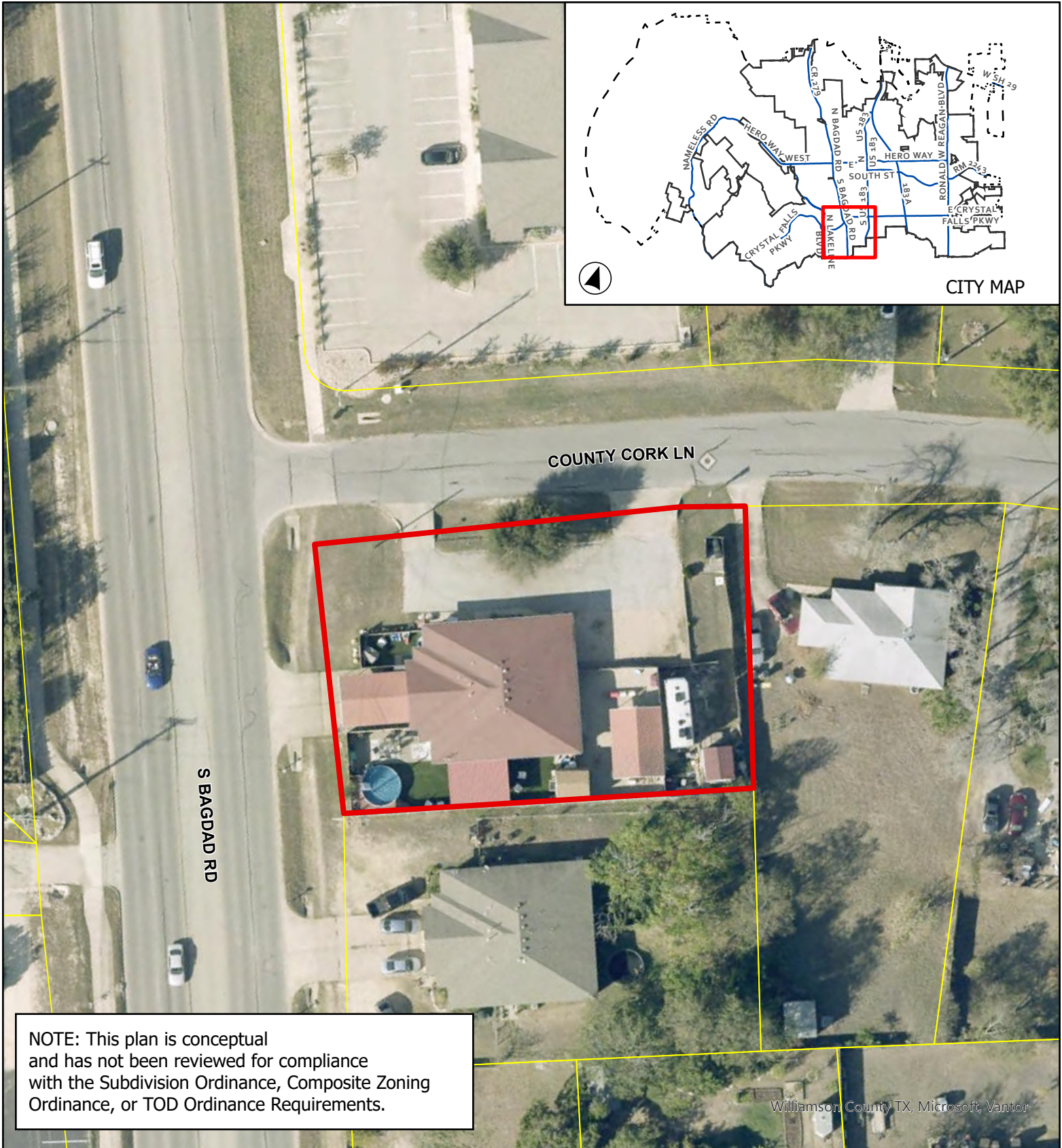
Location Map

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City Limits
ETJ

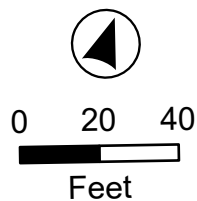
Subject Boundary



CASE: Z-25-0183 EXHIBIT C 2100 S BAGDAD RD
CONCEPTUAL SITE LAYOUT & LAND USE PLAN 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 herein provided.



- Leander City Limits
- Subject Boundary
- Williamson County Parcels

This summary is only required for a PUD or a Minor PUD

- Letters were mailed on 5/13/25.

$\therefore$ For a $\dots$ hed

ABOF 7/8/25 27 of 42 Respondents IN FAVOR- NO ISSUE
15 RESIDENTS HAVE NOT RESPONDED 2 MAILINGS

- see attached spreadsheet

AS OF 7/8/25 - 27 of 42 have responded. NO HOK

- Awakening Response. I'd be shocked if there were any negative comments

7/8/25 ALL POSITIVE NO OPPOSITION

- None to date

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.

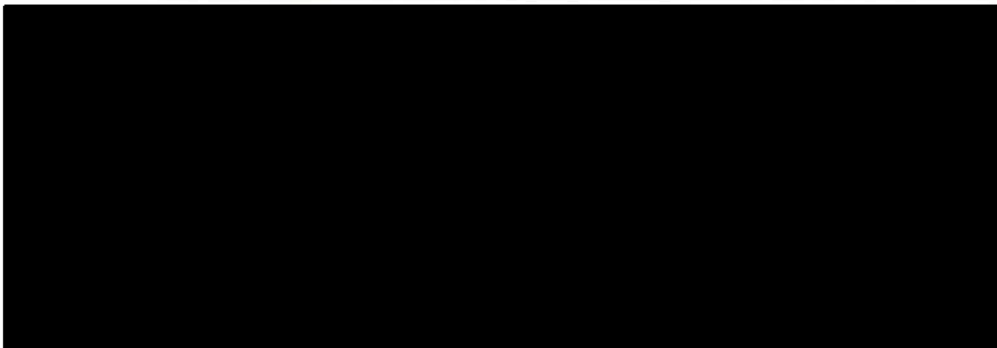
1. I am not impacted by the zoning application described above.

☒ True ☐ False

2. I support the rezoning application as described above

☒ True ☐ False

Comments:



Thank you!

Mark Gillespie
2100 S. Bagdad Rd
Leander, TX 78641

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY 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 $\pm$; 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 2 – Joseph Morales
Place 3 – Karen Lewis
Place 4 – Jay Coat

Place 5 – James Oliver
Place 6 – Laura Lantrip, Vice Chair
Place 7 – Tyler Bray
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 $\pm$ 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 $\pm$ 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 $\pm$ 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 $\pm$ 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 2 – Joseph Morales
Place 3 – Karen Lewis
Place 4 – Jay Coats**

**Place 5 – James Oliver, Chair
Place 6 – Laura Lantrip, Vice-Chair
Place 7 – Tyler Bray
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 $\pm$ 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 $\pm$ 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 $\pm$ 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
1/6/2026

AGENDA SUBJECT:

Approval of the Second Reading of an Ordinance 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.

BACKGROUND:

This request is the final 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 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 feet (500') as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500 feet are also required to be contacted.

Property owners within 500 feet 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

12/18/2025 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

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. The City Council unanimously approved the zoning case during the December 18, 2025, meeting.

PRESENTER:

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

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

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.

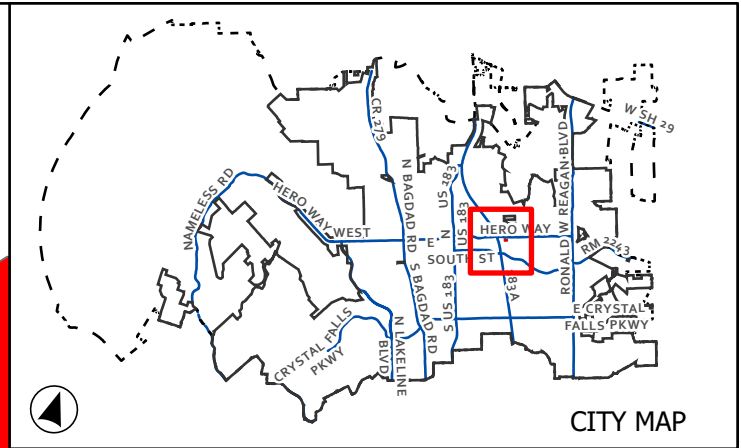
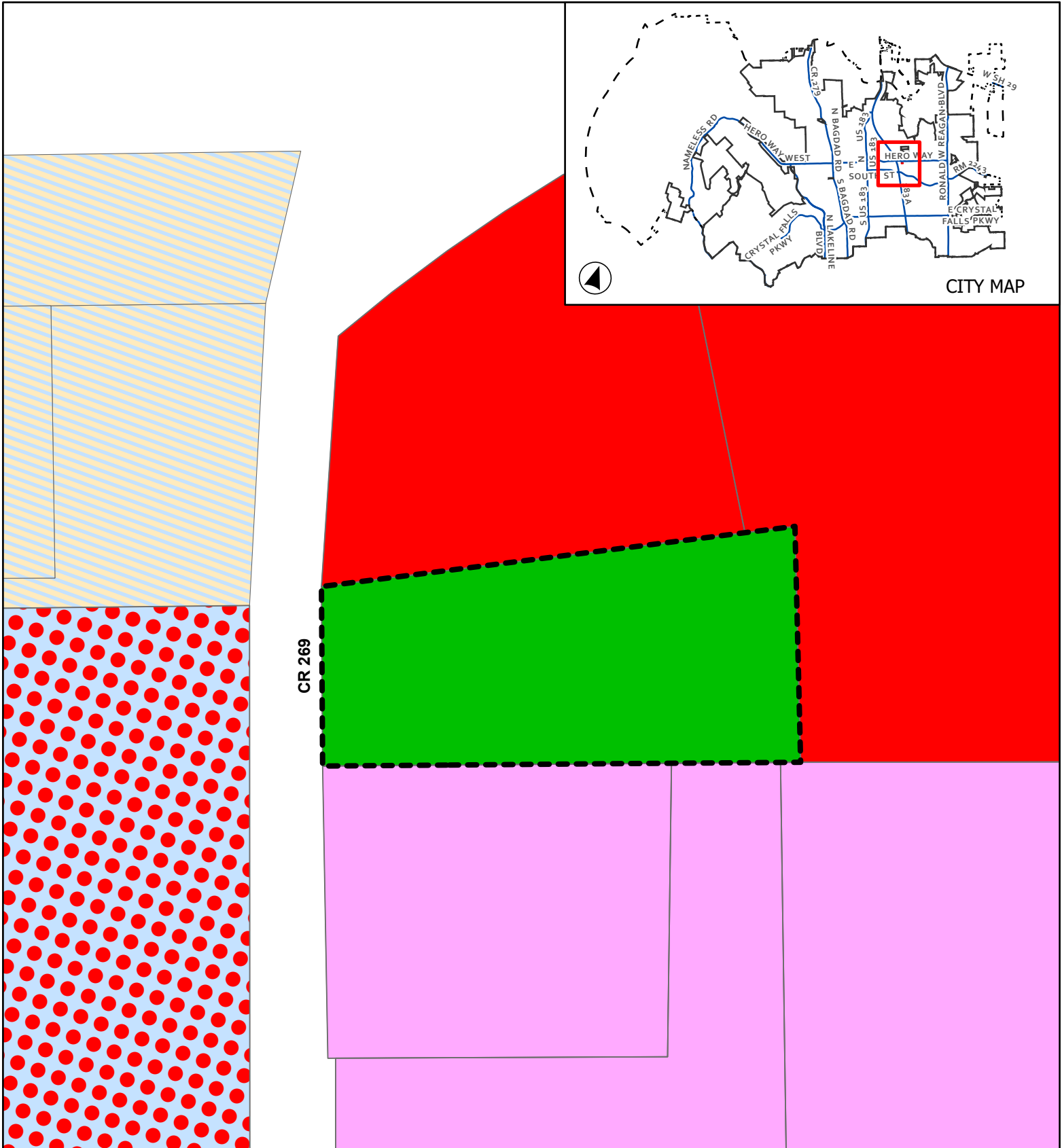
The intent of the zoning change is to coordinate development of properties owned by AUM Ventures, LLC. AUM ventures will propose a commercial development that includes the adjacent parcel to the East and contiguous to the subject tract and is currently zoned GC-3-B.

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
DB Land Consulting
11917 Oak Knoll Dr., Ste. C
Austin, Texas 78759



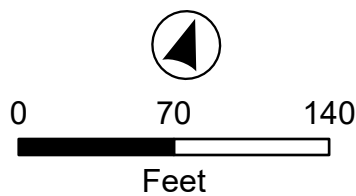
CASE: Z-25-0198

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 herein provided.

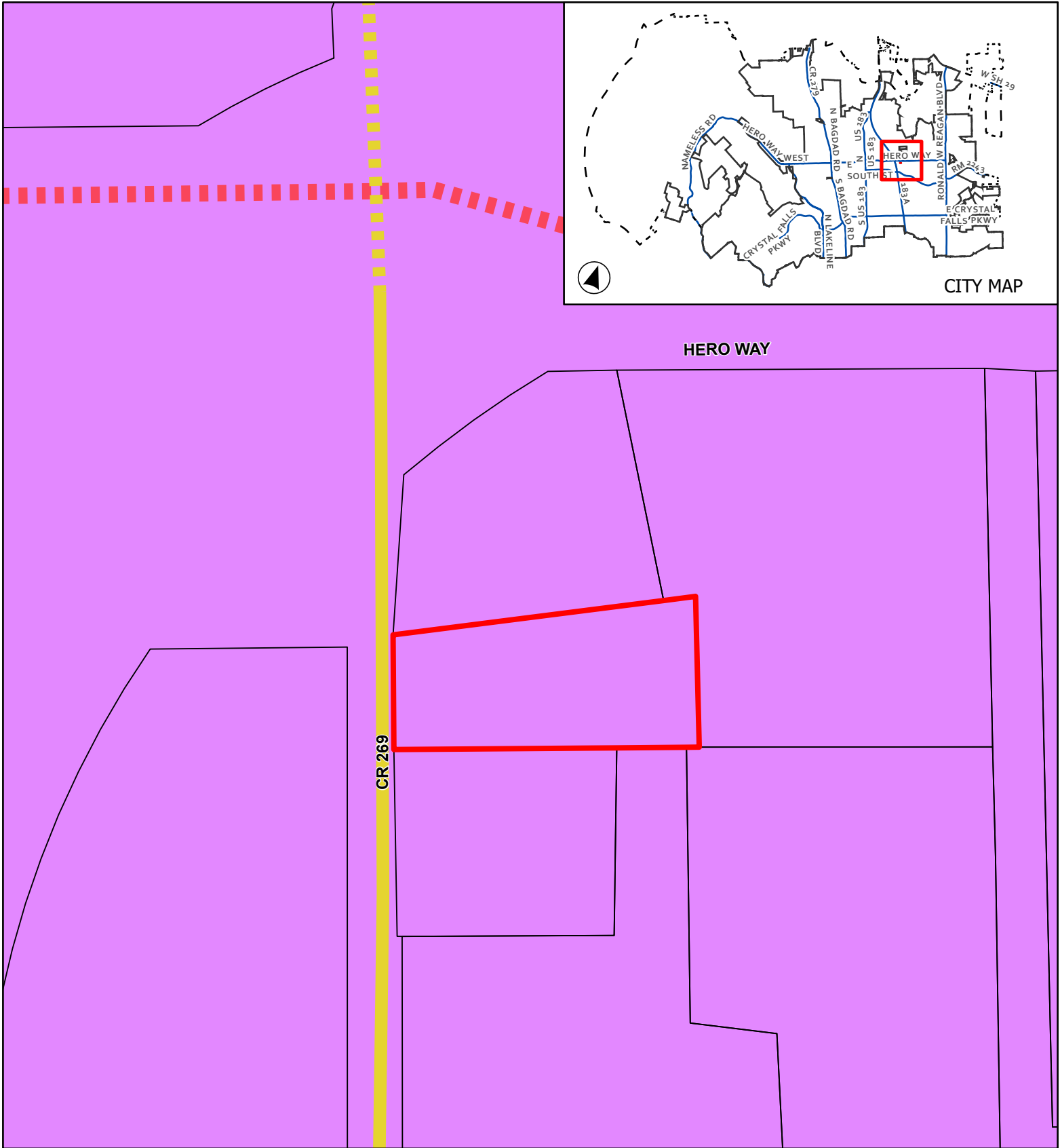


- City Limits
- ETJ
- Subject Boundary

Current Zoning

- SFR - Single-Family Rural

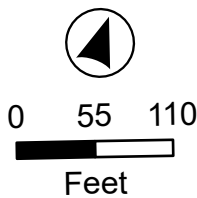
- GC - General Commercial
- HC - Heavy Commercial
- PUD - General Commercial
- CD - Conventional Sector



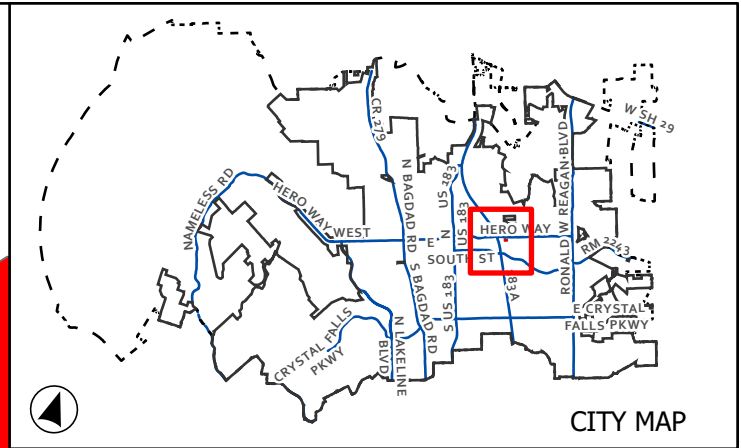
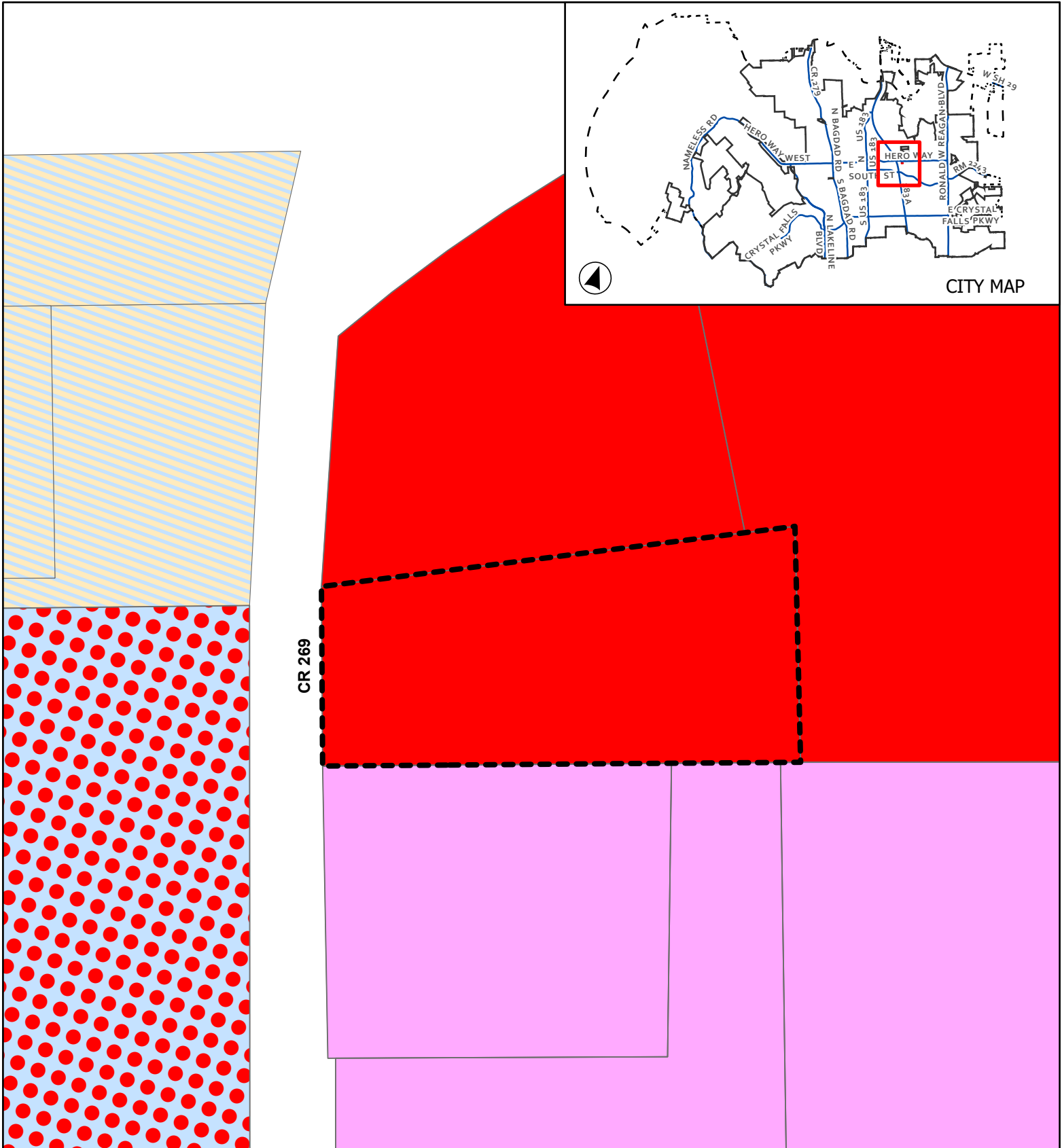
CASE: Z-25-0198 ATTACHMENT 3 1531 CR 269
Zoning Change

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 herein provided.



- ETJ Boundary
- Leander City Limits
- Subject Boundary
- Collector, Existing
- Access Controlled, Proposed
- Collector, Proposed



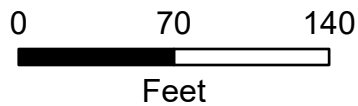
CASE: Z-25-0198

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 herein provided.

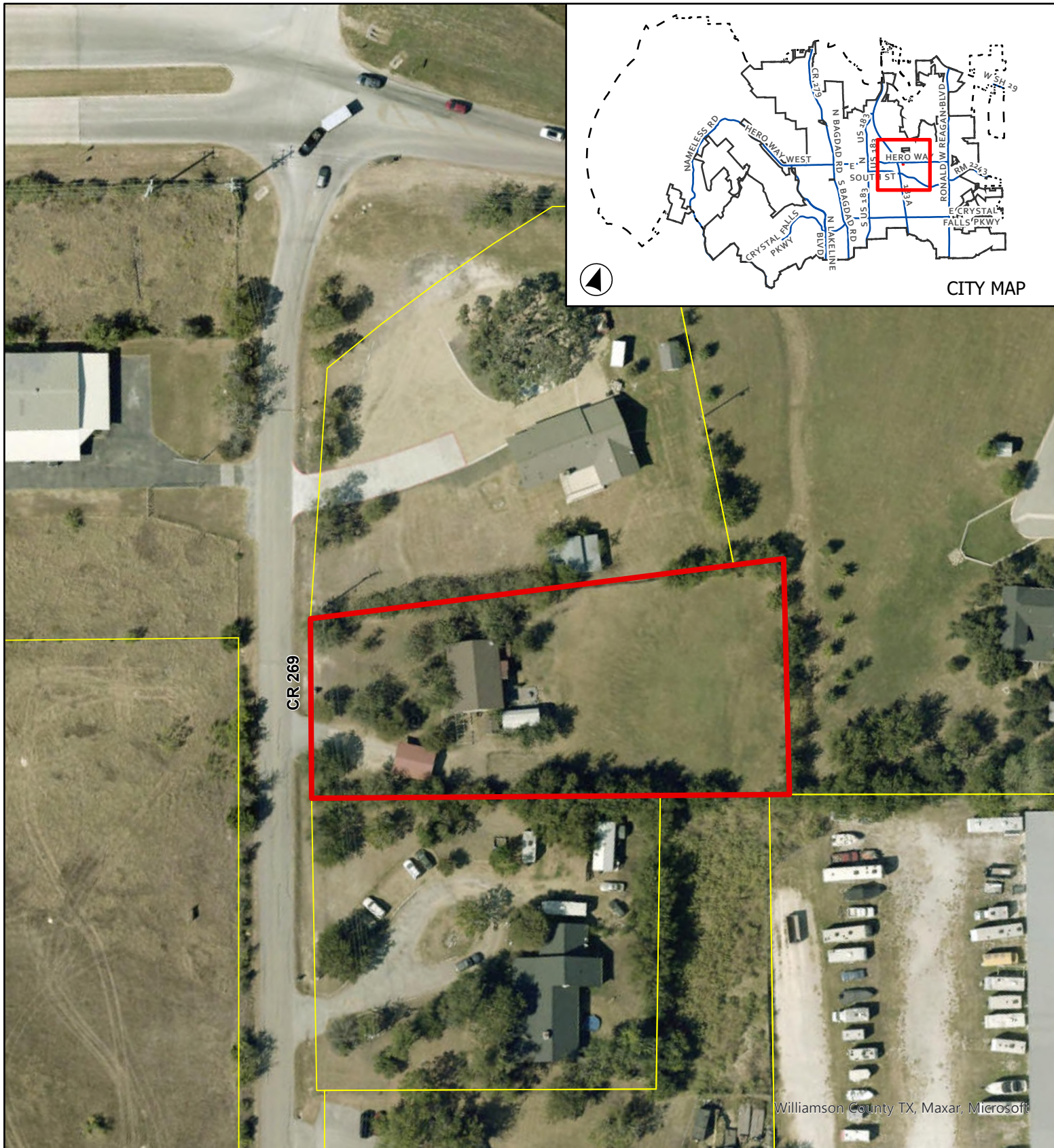


- City Limits
- ETJ
- Subject Boundary

Proposed Zoning

- GC - General Commercial

- HC - Heavy Commercial
- PUD - General Commercial
- CD - Conventional Sector



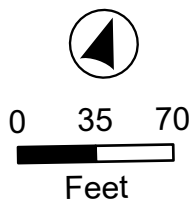
CASE: Z-25-0198

ATTACHMENT 6

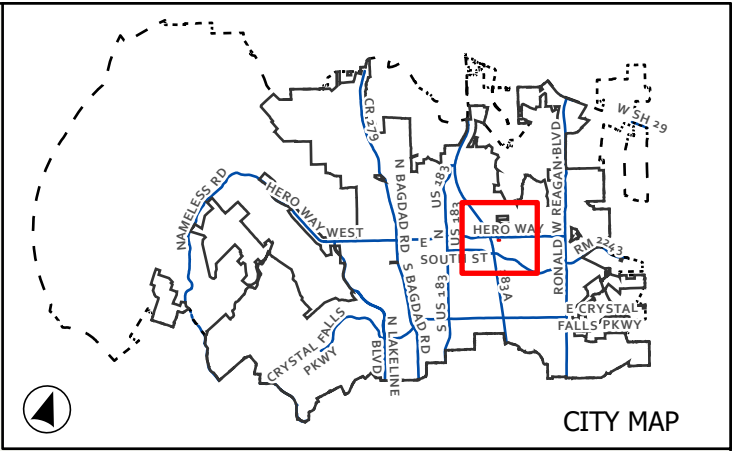
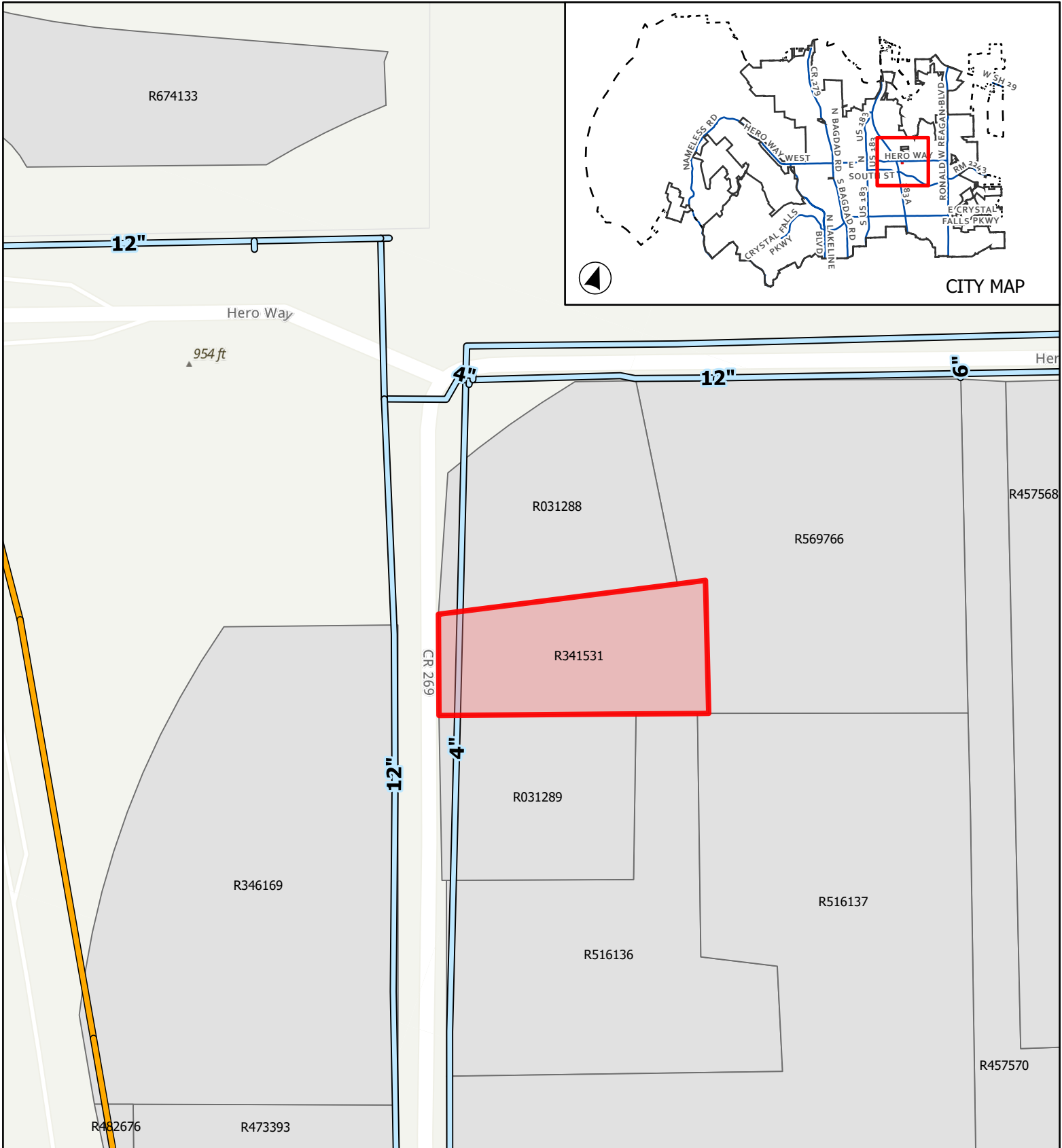
1531 CR 269
Zoning Change

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 herein provided.



-  Leander City Limits
 Subject Boundary



CASE: Z-25-0198 **ATTACHMENT 7** **1531 CR 269 ZONING CHANGE**

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 herein provided.

0 60 120
Feet

- City Limits
- ETJ
- Subject Boundary
- Waste Water Line
- Water Main Line

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 $\pm$; 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 2 – Joseph Morales
Place 3 – Karen Lewis
Place 4 – Jay Coat

Place 5 – James Oliver
Place 6 – Laura Lantrip, Vice Chair
Place 7 – Tyler Bray
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 $\pm$ 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 $\pm$ 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 $\pm$ 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 $\pm$ 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
1/6/2026

AGENDA SUBJECT:

Approval of Assignment of Management and Services Agreement by and among Ryan Sanders Sports, LLC, a Texas limited liability company, Proof of the Pudding MGR, LLC, a Georgia limited liability company, and the City of Leander; and authorize the City Manager to sign any and all necessary documents.

BACKGROUND:

On October 17, 2024, the City of Leander entered into a Crystal Falls Golf Course Management and Services Agreement with Ryan Sanders Sports Services (RS3), LLC. Under this agreement, RS3 assumed responsibility for managing and operating Cork and Barrel on the Greens, the restaurant located within the Crystal Falls Golf Club. RS3's role is limited to food and beverage services and does not include oversight of golf course operations.

On October 29, 2025, the City received formal notification that RS3, LLC has been acquired by Proof of the Pudding by MGR, LLC. This acquisition represents a change in ownership of the entity currently managing the restaurant under the existing agreement.

City Council approval is required to consent to the assignment of the agreement from RS3 to Proof of the Pudding by MGR, LLC. This consent ensures that the contractual obligations remain enforceable and that the new entity assumes full responsibility for the restaurant services outlined in the original agreement.

HISTORY/TIMELINE:

10/17/2024 - The City of Leander entered into a management and services agreement with RS3, LLC for Cork and Barrel on the Greens at the Crystal Falls Golf Club.

10/29/2025 - The City of Leander was notified that RS3, LLC has been acquired by Proof of the Pudding by MGR, LLC.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends that City Council consent to the assignment from RS3, LLC to Proof of the Pudding by MGR, LLC.

PRESENTER:

Larry Werner, Crystal Falls Golf Club General Manager

Fiscal Impact

Attachments:

1. RS3 Assignment of Management and Services Agreement
2. Ryan Sanders Sports Services LLC - Management Services Agreement - 10.17.2024

ASSIGNMENT OF MANAGEMENT AND SERVICES AGREEMENT

THIS ASSIGNMENT OF MANAGEMENT AND SERVICES AGREEMENT (this "**Assignment**") is executed and delivered to be effective as of the date set forth below by and among **Ryan Sanders Sports, LLC**, a Texas limited liability company ("**Assignor**"), **Proof of the Pudding MGR, LLC**, a Georgia limited liability company ("**Assignee**"), and the **City of Leander**, a Texas home rule municipal corporation (the "**City**").

RECITALS:

A. Assignor has entered into an agreement pursuant to which Assignee will acquire certain assets of the Assignor's strategic hospitality division (the "**Acquisition**"). In connection with the Acquisition, the Assignor will assign, and the Assignee will assume, the Agreement.

B. The Agreement provides that Assignor may assign the Agreement with the consent to the City.

C. Assignee has provided the City with proof of compliance with the insurance requirements set forth in Section 15 of the Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, transfers, sets over, and conveys to Assignee all of Assignor's right, title, and interest in and to the Agreement from and after the Effective Date of this Agreement.

2. Assignee hereby assumes all of the obligations of Assignor under or with respect to the Agreement arising from and after the Effective Date of this Agreement. Assignee shall defend, indemnify, and hold harmless Assignor from and against any liabilities, losses, damages, causes of action, costs, and expenses (including, without limitation, reasonable attorney's fees, associated legal expenses and costs of court) incurred by Assignor by reason of the failure of Assignee to fulfill, perform, discharge, and observe its obligations under or with respect to the Agreement arising from and after the Effective Date.

3. This Assignment is made to be effective as of the Effective Date set forth below, provided this Assignment is subject to and conditioned upon the approval of this Assignment by the City Council of the City of Leander in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Agreement to be executed to be effective this the _____ day of _____, 20____ (the "Effective Date").

ASSIGNOR:

Ryan Sanders Sports, LLC, a Texas limited liability company

BY: *Reid Ryan*

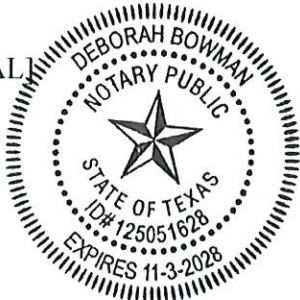
NAME: Reid Ryan

TITLE: CEO

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the 8 day of December, 2025, by Reid Ryan, as CEO of Ryan Sanders Sports, LLC, a Texas limited liability company, on behalf of said limited liability company.

[SEAL]



Deborah Bowman
NOTARY PUBLIC, State of Texas

ASSIGNEE:

Proof of the Pudding MGR, LLC, a Georgia limited liability company

BY: *Adam H. Noyes*

NAME: ADAM H. NOYES

TITLE: CEO

THE STATE OF ~~TEXAS~~ Georgia §

Gwinnett §
COUNTY OF ~~WILLIAMSON~~ §

This instrument was acknowledged before me on the 9th day of Dec, 2025, by
ADAM H. NOTES, as CEO of Proof of the Pudding MGR,
LLC, a Georgia limited liability company, on behalf of said limited liability company.

[SEAL]



Lynn St John
NOTARY PUBLIC, State of Texas

**CONSENT TO ASSIGNMENT
OF MANAGEMENT AND SERVICES AGREEMENT**

In accordance with the terms and provisions of the Management and Services Agreement (the "**Agreement**") dated effective 17th day of October, 2024, between Ryan Sanders Sports, LLC, a Texas limited liability company and the City of Leander, Texas (the "**City**"), the City hereby consents and approves the foregoing assignment by Ryan Sanders Sports, LLC, of all of its rights and obligations under the Agreement to Proof of the Pudding MGR, LLC, a Georgia limited liability company. The City further acknowledges and agrees that the assignment of the Agreement will not constitute a breach of default under the Agreement, and the Agreement will remain in full force and effect after the Acquisition, subject to termination and expiration under the terms of the Agreement.

Notice to Assignee under Section 17 of the Agreement shall be sent to:

Proof of the Pudding MGR, LLC
Attn: ADAM H. NOYES

With copy to:

CITY OF LEANDER

By: _____
Todd Parton,
City Manager

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the _____ day of _____, 20____, personally appeared Todd Parton, City Manager, on behalf of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

[SEAL]

Notary Public - State of Texas

MANAGEMENT AND SERVICES AGREEMENT

THIS MANAGEMENT AND SERVICE AGREEMENT ("Agreement") is dated as of October 17, 2024, and is entered into by and between Ryan Sanders Sports Services, LLC, a Texas limited liability company ("RS3"), and the City of Leander, a Texas municipality ("City") (collectively the "Parties").

RECITALS

WHEREAS, City ("City") has the contractual right to operate Crystal Falls Golf Course ("Golf Course"), located at 3400 Crystal Falls Parkway, Leander, TX 78641, and retains the right to contract with an independent food and beverage service provider of its choice to provide services at the Golf Course; and

WHEREAS, from time-to-time City operates other tournaments, events, and catered functions throughout the year where outside food and beverage service providers may be permitted, pending approval from RS3; and

WHEREAS, RS3 is a hospitality services provider with experience providing food and beverage services at a variety of events and venues, including large sporting events; and

WHEREAS, City desires to retain RS3 as its exclusive food and beverage service provider at the Golf Course during the Term of this Agreement, and RS3 desires to provide food and beverage services to City at the Golf Course, which shall include, but not necessarily be limited to, coordinating, directing and managing all food and beverage, both alcoholic and non-alcoholic, service operations at the Golf Course (the "Food and Beverage Services"); and

WHEREAS, this Agreement shall grant exclusive rights to RS3 to provide Food and Beverage Services to those areas at the Golf Course both inside the bar/restaurant, on the back deck, via mobile beverage carts, and other outside locations on the Golf Course as approved by the City.

NOW THEREFORE, in consideration of the following terms, covenants and conditions, and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties to hereby agree as follows:

- 1) **Term**: the term of the Agreement will commence on Oct. 17, 2024 and continue for two years through Oct. 17, 2026, unless terminated earlier as provided for herein. If mutually agreed upon, the term of this agreement may be extended for a term of five years with a notice from the City to RS3 one hundred and twenty days prior to the expiration of the term.
- 2) **RS# Responsibilities**: RS3 will perform the following duties:
 - i. Assessing and making professional recommendations for, and operations of, the food and beverage offerings at all locations at the Golf Course, including but not limited to, food, nonalcoholic beverages, beer, wine, and spirits [in accordance with all Texas Alcoholic Beverage Commission ("TABC") rules and regulations].
 - ii. RS3 shall perform all of its obligations under this agreement in a manner that is consistent with City's goal of providing quality service of food and beverages during the Term of this

Agreement. If City notifies RS3 of any unacceptable levels of service or practices, RS3 shall immediately remedy those service deficiencies. Renovating and rebranding existing bar/restaurant area to include new pub name, interior design, furniture, and overall “personality” of the space; provided no structural or load-bearing changes are made to the building. RS3 must gain City approval for all proposed interior and exterior signage, decorations, displays and the like, and must be in accordance with City ordinance and permitting requirements.

- iii. RS3 is required to report all incidents of injuries of any person or damage occurring to any City or RS3 property on or about the premises according to the Crystal Falls Incident Reporting Procedure attached hereto as **Appendix A** and incorporated by reference herein for all purposes.
- iv. Outfit kitchen as needed with appropriate equipment and necessary small wares to account for all culinary and service needs.
- v. Leveraging RS3's current Master Distribution Agreement (MDA) with US Foods to provide dynamic and cost-effective purchasing program that includes economic incentives that drive quality products while minimizing food costs based on industry standards.
- vi. Development and deployment of an effective Employee training program and the implementation of routine and sustainable training guidelines and a standard training curriculum for all staff.
- vii. Management of operational profit and loss statement and balance sheet for City Food and Beverage Service operations shall be submitted to the City on or before the thirtieth (30th) day of the following calendar month throughout the term of this Agreement and any subsequent extensions.
- viii. Managing all subcontractors and food trucks, if and when needed, through RS3's exclusive food and beverage rights.
- ix. Creation and design of RS3 branded Employee uniforms and service implement.
- x. RS3 will be responsible for the procurement, ownership and prominent display of all required licenses and permits at its own expense from the TABC, the City, Williamson County, and all others as required by law.
- xi. RS3 will honor ten (10%) percent discount on all food and non-alcoholic beverage purchases for properly identifiable club members.
- xii. RS3 will honor ten (10%) percent discount on all food and non-alcoholic beverage purchases for properly identifiable City of Leander Employees.
- xiii. RS3 will comply with the Golf Course's Standard Operating Procedures for incident reporting criteria as described in Appendix A, Paragraph 1.5.
- xiv. Internet Service Connection:
 - a. RS3 is responsible for acquiring a wired internet connection with AT&T capable of serving all the needs of RS3 under this Agreement. The expense incurred by RS3 for the internet service is an Operating Expense that will be paid by RS3 from the Operating Account. RS3 is permitted to utilize any existing AT&T wiring, hardware, or facilities existing on the premises.

- xv. RS3 is responsible for maintaining the premises, equipment, appliances, and fixtures in a safe and good working condition. The expenses incurred by RS3 for maintenance are an Operating Expense and will be paid out of the Operating Account.
 - xvi. RS3 is responsible for paying all tax obligations that arise during the course of this Agreement. Tax obligations are an Operating Expense and will be paid out of the Operating Account.
- 3) **City Responsibilities:** City will perform the following duties:
- i. City will provide RS3 with two mobile beverage carts for which service on the course itself can be provided.
 - a. The City will provide initial training on the use and operation of the mobile beverage carts. RS3 assumes responsibility for the proper training of RS3 Employees and contractors after the initial training.
 - b. RS3 is responsible for the costs related to repairs of damage or non-warranty repairs for the mobile beverage carts during the term of this Agreement caused by an RS3 Employee, contractor or agent.
 - ii. All utilities to include phone gas, water, and electricity at the City's expense.
 - iii. City understands the need to restrict all outside alcohol from entering the premises, as it jeopardizes the status of RS3's onsite liquor permit. City agrees to work in good faith to honor and enforce this legal requirement.
 - iv. As it provides opportunities to entertain clients and sponsors, City agrees to provide RS3 with complimentary rounds of golf for ten (10) foursomes annually.
- 4) **Financial Arrangements and Compensation:**
- i. **Operating Account**
 - a. RS3 shall establish and maintain, in its name, a separate commercial bank account ("Operating Account") for the Food and Beverage Services and shall deposit all Gross Receipts (the total of all amounts received by RS3 and any subcontractors from the operation of the Food and Beverage Services, including any catering supplemental fees (also sometimes referred to as service charges) and gratuities (to the extent not paid out to the Employees), whether such amounts are evidenced by cash, check, credit, charge account, exchange or otherwise, less only retail sales taxes and other direct taxes imposed upon receipts collected from the consumer) in such account.
 - b. RS3 will maintain and manage the Operating Account, and will pay for all expenses attributable to the Food and Beverage Services, including but not necessarily limited to, the costs of goods, including food and beverages to be served under this Agreement, all salaries, labor and payroll taxes attributable to the Food and Beverage Services at the Golf Course, taxes, capital investment reimbursement as is contemplated under Section 5 of the Agreement, janitorial supplies, paper supplies, credit card fees, bank service charges, point of sale fees, uniforms, audio/visual entertainment expenses, office supplies, licenses, Employee-related costs, restaurant related fixtures, equipment, appliances, upkeep and maintenance of all equipment including, without limitation, exhaust hood inspections and any other reasonable and necessary operating

- expense associated with the provision of Food and Beverage Services under this Agreement and as further detailed as, "Direct Operating Costs," in Section 13 herein.
- c. The Operating Account will be held in RS3's name. To ensure that all sums received by RS3 are accounted for as required under this Agreement, RS3 shall utilize such cash and inventory controls as are required by City and any such other procedures established by City from time to time. RS3 shall maintain accurate books and records for a period of at least three (3) years, which books and records shall be available for City's inspection upon request.
 - ii. After deducting all expenses as provided for in Section 4(i), RS3 shall pay to City fifteen (15%) percent of all net profits from the sale of food and beverages, and RS3 shall be entitled to withdraw the remaining eight-five (85%) percent. However, in Year 1, and until such time as the full amount has been recouped by RS3, no net profits will be paid out until RS3 has successfully been reimbursed the entire capital investment amount of \$75,000.00 as described in Section 5 from the net profits from operations described in greater detail in Section 5 herein.
 - a. After the entire capital investment amount of \$75,000.00 has been reimbursed, the payments to the City under this section shall be due and payable on or before the thirtieth (30th) day of the following month for which payments are then due (the, "Due Date"). If the Due Date falls on a weekend or holiday, the Due Date for that month shall be the next business day.
 - b. If payment is not received within five (5) days of the Due Date, excepting weekends and holidays from the calculation of the five-day period, a late fee of five (5%) percent of the payment due shall be assessed for each day delinquent and become due and payable with the delinquent payment.
 - c. If payment under this section is tendered by check that is refused by the banking institution it is to be drawn from, a fee of \$35.00 shall be assessed against RS3 and become due and payable with the payment currently due and any fees that may arise under Section 4(i)(b) herein.
- 5) **Capital Investment:** RS3 agrees to invest \$75,000.00 for capital improvements and equipment for the City food service operations, to be fully paid back through initial operating profits. Capital investment to be spent on renovations to existing spaces, rebranding of the bar/restaurant, furniture, and kitchen equipment. RS3 further agrees to provide the City with an itemized receipt(s) for each improvement and/or equipment expense that RS3 wishes to claim as a capital investment as described herein if requested in writing by the City.
- 6) **Grant of Exclusive Rights:** Subject to the terms and conditions of this Agreement, City grants to RS3 the exclusive right and privilege and license to provide all Food and Beverage Services at the Golf Course during the Term of this Agreement. From time to time, City may elect to host outside tournaments who may inquire about outside caterers at the Golf Course. RS3 agrees to work in good faith with City and Golf Course to provide catering for all events and will consider buyout opportunities when waiving RS3's exclusivity is in the best interest of both Parties.

- 7) **Accessibility**: RS3 shall be granted access to, and use of the facility described as the approximate 1,300 square feet of office, kitchen and bar area located on the west end of the clubhouse, fifty (50%) percent of the outdoor seating area located on the west end of the deck and the two small storage rooms located in the basement next to the IT network room. At no time will RS3 restrict access to any of these areas for use or inspection by authorized City representatives. In addition, RS3 will ensure areas designated as publicly accessible will remain accessible to Golf Course patrons and the public. Temporary or permanent use of any other areas on Golf Course property must be approved by the Golf Course general manager prior to access or use.
- 8) **Hours of Operation**: To the greatest extent possible, RS3 will in good faith offer their food and beverage services to the patrons of the Golf Course and the public at large from 8:00 a.m. until 5:00 p.m. seven days per week. RS3 is highly encouraged to maintain operating hours commensurate with successful provision of service to the general public before and or after regular Golf Club hours. RS3 will abide by all city, county and state mandates regarding operating hours pertaining to curfews, noise ordinances, and the like. RS3 will coordinate any closures due to national or local holidays, inclement weather or other situations or conditions that may warrant closure. RS3 agrees that the primary purpose of this Agreement is to ensure top quality food and beverage services are available to the Golf Course patrons and the public. Any special events, private or public, will be held in a manner that does not reduce or degrade food and beverage services to Golf Course patrons and/or members of the public.
- 9) **Licensing**: RS3 shall obtain at its own expense all permits and licenses required for the conduct of its operations, including but not limited to, all permits and licenses required by the TABC.
- 10) **Operations**: Except for those items, if any, expressly required by this Agreement to be provided by City, RS3 shall be responsible for the services, inventory, personnel, materials, and other non-capital items necessary to perform RS3's obligations under this Agreement.
- i. Equipment**
- a. City agrees to and must provide adequate and appropriate food and beverage product refrigeration, warehousing space, and related equipment and utilities (collectively the "Food and Beverage Equipment") for use by RS3 in carrying out its obligations under this Agreement. City is not obligated to procure any additional or new Food and Beverage Equipment it does not currently possess, with the exception of two mobile beverage carts. Any supplemental, additional or otherwise required Food and Beverage Equipment that RS3 deems (in its sole discretion) is necessary for its performance under this Agreement but not currently provided by City must be approved by the City and provide by RS3.
- b. RS3 will be responsible for scheduling, passing and of equipment inspections required by law to include but not limited to exhaust hood inspection, kitchen ice machine

- sanitization and all others as required by city, county, state and federal codes, ordinances and laws. The expense incurred by RS3 in connection with the inspections are Operating Expenses and will be paid out of the Operating Account.
- c. City agrees to provide RS3 with HVAC, electricity, gas, security, water and sewer services required for RS3's provision of Food and Beverage Services under this Agreement at City's sole expense. RS3 must at all times practice conservation and prudent energy management. Any costs to repair or replace any utility service or lines caused by RS3 or its Employees, contractors or agents' negligence must be paid by RS3. RS3 is not required to rent, lease or provide any office, equipment or warehouse space or pay for related utilities to serve those spaces.
 - d. City is to retain access to the ice machine in the basement and will pay for semiannual sanitization. Use of the machine will fall under RS3's county health permit and may be used for beverage cart ice supply.
- ii. **Control of Alcoholic Beverages:** RS3 will at all times retain exclusive control of its business and the purchase, handling, selling, and serving of alcoholic beverages provided by it at the Golf Course under this Agreement. As such, RS3 will purchase all alcohol served at the Golf Course, select the alcohol that is to be served, set the prices and the standards of operation. Further, all alcohol revenue will be recorded in the accounting records of RS3.
 - a. The allowance of outside food and beverages may be considered on a case-by-case basis at the request and assent of the Parties. RS3 may charge a reasonable fee or corkage fee for such instances upon the agreement of the Parties.
 - iii. **Storage and Security of Alcoholic Beverages:** RS3 shall be responsible for maintaining the safety and security of all alcoholic beverages stored at the Golf Course during the Term of this Agreement. RS3 shall adhere to all state rules and regulations regarding the storage, security, and disposal of alcoholic beverages.
- 11) **Service of Alcoholic Beverages:** RS3 will only serve alcoholic beverages to those individuals to whom alcohol may be legally served pursuant to Texas law.
- 12) **Personnel:**
- i. RS3 agrees to employ, properly train and supervise all Employees or independent contractors (collectively "Employees") that are necessary to efficiently provide the Food and Beverage Services in a first-class manner pursuant to this Agreement. RS3 shall require all Employees that serve alcoholic beverages, including but not limited to, servers, bartenders, and managers, to have attended and passed a TABC approved seller training program within thirty (30) days of their hire date. RS3 agrees that no Employee shall be allowed to serve any alcoholic beverage unless he or she has a valid and current TABC-approved seller-training program certification. RS3 agrees to maintain records of its Employees' certification status to ensure that all Employees that serve alcoholic beverages have current certifications. RS3 agrees to maintain rules of responsible alcoholic beverage service and agrees that all Employees shall be trained to be aware of and to follow such rules. This includes requiring each such Employee to sign a copy of RS3's rules of

responsible alcoholic beverage service, to be maintained in each Employees' personnel file. RS3 shall not directly or indirectly encourage an Employee to violate any state law or regulation concerning the service of alcoholic beverages.

- ii. **Wages:** RS3 shall comply with all federal, state and wage and hour law requirements and obligations. RS3 shall be solely responsible for the following: (1) paying RS3's Employees at least the required minimum wage for all hours worked; (2) paying RS3's Employees required premiums for overtime hours, spread of hours, and split shifts where required; (3) paying RS3's Employees within the time period required by applicable law; (4) providing RS3's Employees with meal and rest breaks as required by applicable law; (5) withholding all applicable taxes for RS3's Employees; (6) keeping all required recordkeeping documents pertaining to RS3's Employees; and (7) properly completing all appropriate paperwork for the employment of such individuals, including, but not limited to, the I-9 form and applicable tax forms; and (8) ensuring that no improper deductions are taken from the wages from RS3's Employees.
 - iii. RS3 will maintain a staff of its Employees on duty at the Golf Course at a level and in a manner consistent with the operating standards required by City. Neither RS3 nor its Employees are City Employees. Neither RS3 nor its Employees shall represent directly or indirectly that they are Employees, agents or legal representatives of City. RS3 agrees its Employees shall not be considered City Employees under any circumstances, including, but not limited to, under the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, the Employee Retirement Income Security Act of 1974 and the Worker Adjustment and Retraining Notification Act, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations or constitutions or common law. Although RS3's Employees are not City Employees, all applicable policies and procedures set by City must be communicated by RS3 to its Employees and must be strictly followed. Further, City shall retain the right, in its sole discretion, to bar any RS3 Employee from the Golf Course for any reason.
- 13) **Direct Operating Costs:** Subject to all of the terms and conditions of this Agreement, RS3 shall be allowed to deduct the Direct Operating Costs from the Gross Revenues for the following costs as incurred and paid by RS3 in the provision of the Food and Beverage Services.
- i. Food, beverages, and products and supplies necessary to perform the Food and Beverages Services.
 - a. On-site base payroll costs including regular salaries and wages, and overtime, and regional manager salary allocations;
 - b. Any cost of temporary contract labor and subcontractors necessary to carry out the Food and Beverage Services at the Golf Course;
 - c. The cost of licenses, insurance, permits and fees associated therewith;
 - d. Laundry and linen services, cleaning and maintenance costs;
 - e. Office supply costs, including the cost of point-of-sale supplies, copier supplies, paper and printing costs;

- f. The cost of uniforms;
 - g. All sales, use and/or excise taxes (including, without limitation, any liquor taxes) arising from the Food and Beverage Services;
 - h. Credit Card Processing Fees;
 - i. Equipment rental;
 - j. Dues and subscriptions; and
 - k. All reasonable business start-up expenses it incurs on behalf of the fulfillment of the provision of the Food and Beverage Services, to include, but not be limited to, a mutually agreed upon budget for project management, human resources, Employee training, research and development, etc., that are only specific to the operations at the Golf Course.
- 14) **Termination:** In the event of any material breach of this Agreement by RS3 that is not cured within thirty (30) days written notice by City, or in the event that RS3 may not legally serve alcoholic beverages at the Golf Course or any other agreed upon location for any reason, City shall have the right to immediately terminate this Agreement by written notice.
- 15) **Insurance and Indemnity:** RS3 Shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Agreement, including extensions and hold over periods. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of RS3.
- i. **Commercial General Liability:** The minimum bodily injury and property damage per occurrence are \$2,000,000.00 for coverages A (bodily injury and property damage) and B (personal and advertising injuries). The policy shall contain the following provisions and endorsements:
 - a. Contractual liability coverage for liability assumed under the Agreement and all other contracts or agreements related to the Agreement;
 - b. Contractor/subcontracted work;
 - c. Products/completed operations liability for the duration of any warranty period;
 - d. Waiver of subrogation;
 - e. Thirty calendar day notice of cancellation;
 - f. The City added as an additional insured.
 - ii. **Business Automobile Liability Insurance:** RS3 shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$5000,000.00 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000.00 property damage liability per accident. The policy shall contain the following endorsement:
 - a. Waiver of Subrogation or equivalent coverage;
 - b. Thirty (30) calendar days' Notice of Cancellation;
 - c. The City listed as an additional insured.
 - iii. **Workers' Compensation and Employees' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act. The minimum policy limits for Employer's Liability are \$100,000.00 bodily injury each

accident, \$500,000.00 bodily injury by disease policy limit and \$100,000.00 bodily injury by disease each Employee. The policy shall contain the following endorsement:

- a. RS3's policy shall apply to the State of Texas;
- b. Waiver of subrogation.

- iv. **INDEMNIFICATION: RS3 AGREES TO INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, WHETHER THEY ARE FOR PERSONAL INJURY OR PROPERTY DAMAGE, WHICH MAY BE ASSERTED AGAINST ANY OF INDEMNIFIED PERSON ARISING OUT OF OR RELATED TO (1) ANY ACTION BY RS3 OR ITS EMPLOYEES IN THE CARRYING OUT OF ITS RESPONSIBILITIES DESCRIBED IN THIS AGREEMENT DURING THE TERM OF THIS AGREEMENT; (2) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF RS3 OR ITS EMPLOYEES; (3) ANY VIOLATION OF ANY LAW APPLICABLE TO RS3 OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION WHILE PERFORMING ITS RESPONSIBILITIES DESCRIBED IN THIS AGREEMENT, (4) THE FAILURE OF RS3 TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF RS3 UNDER THIS AGREEMENT THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

- 16) **Press Releases and Marketing:** Any press release regarding this Agreement or any relationship between the Parties shall be mutually agreed upon and approved in writing by both Parties prior to release. Only with prior approval from City will RS3 be authorized to utilize any logos or names associated with City in any company marketing collateral.

17) **Miscellaneous:**

- i. **Attorneys' Fees and Costs:** The Parties shall be responsible for payment of their own attorneys' fees, costs, and expenses relating to this Agreement;
- ii. **Notices:** All notices required or permitted hereunder shall be given to the Parties in writing at their respective addresses as set forth below, unless otherwise agreed by the Parties. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or holiday, the time for performance shall be extended to 5:00 p.m. the next business day. All notices between Parties must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent via a nationally recognized overnight carrier.

City:

Attn: City Manager
PO Box 319
Leander, TX 78641

With a copy to:

The Knight Law Firm, LLP
Attn: Paige Saenz
223 E. Anderson
Austin, TX 78752

RS3:

Ryan Sanders Sports Services, LLC
Attn: Jay Kudla
3400 E. Palm Valley Blvd.
Round Rock, TX 78665

With a copy to:

William C. Davidson
Chamberlain-McHaney
901 S. Mopac
Building 1, Suite 500
Austin, TX 78746

- 18) **Drafting, Interpretation, and Execution of Agreement**: The Parties acknowledge and agree that that no presumption of interpretation shall inure to the benefit of any Party based on the drafting of this Agreement.
- 19) **Binding Agreement**: This Agreement shall inure to the benefit of and is binding upon all the Parties and their respective agents, insurers, administrators, receivers, successors, assigns and legal representatives, whether a signatory hereto or not.
- 20) **Integration and Survival**: This Agreement contains the entire understanding and agreement between the Parties concerning the subject matter herein, and supersedes any and all the Parties, concerning the subject matter hereof. There are no other understandings, oral or written, which in any way alter or enlarge the terms of this Agreement. Should any provision of this Agreement or portion thereof be deemed illegal, invalid or otherwise unenforceable, then to the maximum extent permitted by law, the remainder of the Agreement shall remain valid and binding as between the Parties.
- 21) **Governing Law**: This Agreement shall be construed under and governed by the law of the State of Texas and, unless otherwise provided herein, all obligations of the Parties hereunder

are to be performed in the county where the Property is located. Venue for any lawsuit, arbitration concerning or arising from this Agreement shall be in Williamson County, Texas.

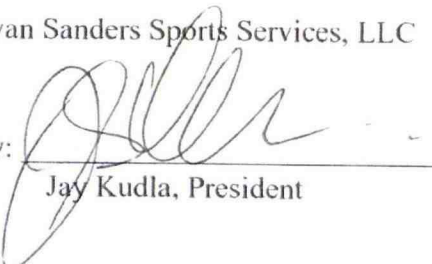
- 22) **Multiple Counterparts**: This Agreement may be executed by the Parties in multiple counterparts and/or by electronic or telephonic document transfer, each of which will be treated with equal dignity as an original, and each Party may execute a separate signature page which may be appended to form one or more duplicate originals of this Agreement. The "Effective Date" hereof shall be the date by which all Parties have signed this Agreement.
- 23) **Modification**: This Agreement may not be changed or modified, except by an instrument in writing, signed by each and every Party to this Agreement.
- 24) **No Waiver**: Except as noted otherwise in this Agreement, the waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as continuing waiver or as a consent to or waiver of any subsequent breach hereof.
- 25) **Headings**: The section headings in this Agreement are for the convenience of reference only, do not constitute a part of this Agreement, and shall not be deemed to limit or affect any of the provisions hereof.
- 26) **Successors and Assigns**: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, executors, administrators, and assigns. Neither Party may assign, sublet, or transfer their interests or obligations under this Agreement without prior written consent of the other Party hereto.

Signed on this the 17 day of October, 2024.

City of Leander, Texas

By: 
Todd Parton, City Manager

Ryan Sanders Sports Services, LLC

By: 
Jay Kudla, President

Appendix A

Crystal Falls Golf Club **Standard Operating Procedures** **Incident Reporting**

1.0 Purpose: The purpose of Incident Reporting is to create a written record of any situation that has led to an injury or damage to city property and to inform City or Leander leadership so appropriate action may be taken.

1.1 Standard: Compliance with this Standard Operating Procedure is mandatory. Initial documentation of a qualifying incident will be completed and submitted to the General Manager within **24 hours of occurrence**.

1.2 Periodicity: As needed when the following circumstances exist.

1.3 Discussion: There are currently two types of incident reports in use at Crystal Falls Golf Club (CFGC). They are the ***Employees First Report of Injury or Illness*** and the ***Participant Incident Report***. Each report is used for a different set of circumstances. An explanation of each is provided below.

1.4 Employees First Report of Injury or Illness – This report is used when an employee is injured or becomes ill while on duty. A report must be filled out anytime an injury or illness occurs, even when medical attention is not required. Whenever possible, the report should be filled out by the individual with the injury/illness and reviewed by his/her direct supervisor. If the injured employee is unable to fill out the form, their direct supervisor is responsible for filling out the form, gathering witness statements, and obtaining any other pertinent information. If general medical attention is required, the injured employee should go to the designated care facility provided in the Human Resources (HR) Department binder. The binder is retained by the Golf Operations Administrative Assistant, Head Golf Professional and the Golf Course Superintendent. If in doubt, call HR at (512) 528-2706.

In case of an emergency or serious injury, call 911 or take the injured employee to the nearest emergency room.

Once the injured employee is taken care of, the report should be signed by his/her direct supervisor and reviewed by the General Manager. Once completed, the report will be sent to the appropriate HR department representative.

Rule of Thumb – If an injury is important enough to mention, it must be reported!

1.5 Participant Incident Report – This report is used when an incident involves a **citizen**, and when an incident occurs at a city facility, function or event. The term **citizen** includes golf course guests, spectators, restaurant staff, vendors, contractors and the public at large. Incidents that result in injury or damage to city property must be reported. This report should be filled out by the individual(s) involved in the incident and or any witnesses to the incident. **A CFGC team member may assist as needed**. The form should be filled out with as much information as possible to include witness statements, pictures, security camera footage, etc. Bear in mind that the information gathered may be needed to support or refute potential legal claims against the city, for insurance claims and the like. In addition to the form, the citizen(s) involved should be asked to submit a written statement. They may submit such statements in writing or via email to

the General Manager. All statements should include the date, time, name, and signature of the person making the statement.

Once all the applicable documentation is completed, it is to be submitted to the General Manager for review and then sent to the appropriate City staff member(s) for notification and disposition.

Rule of Thumb - A ***Participant Incident Report*** should be used when a citizen is injured or when city or private property is damaged.

In cases when damage to equipment or government property occurs because of an employee's actions, a ***Participant Incident Report*** may be used to document the details of the incident, however, this does not take the place of the documentation associated with any disciplinary action to be taken.

Lastly, for situations such as theft, break-ins, fights, vandalism, etc. a ***Participant Incident Report*** may be used to document the pertinent facts, but a police report must also be filed by calling the Leander Police Department non-emergency line at (512) 528-2800.



EXECUTIVE SUMMARY
1/6/2026

AGENDA SUBJECT:

Conduct a Public Hearing on a proposed amendment to the existing Contract for Solid Waste Disposal and Collection Services between the City of Leander and Al Clawson Disposal, Inc., effective August 6, 2020, which is an exclusive contract for provision of Solid Waste collection and disposal services within the City, as well as other services providing to extend the term of the contract for three (3) years to January 31, 2029.

- Discuss and consider action on the First Reading of an Ordinance amending the existing Solid Waste Disposal and Collection Services between the City of Leander and Al Clawson Disposal, Inc., as described above on the posted agenda.

BACKGROUND:

In 2005, the City conducted a Request for Proposal (RFP) for a single source solid waste disposal provider and selected Al Clawson Disposal, Inc. (Clawson). The contract between the City and Clawson was approved by the City Council on September 15, 2005. The most recent renewal to the contract was approved by the City Council on August 6, 2020, for a five (5) year term beginning on February 1, 2021, and ending on January 31, 2026.

On December 10, 2025, City staff held a workshop with the City Council for direction regarding the current contract with Clawson for solid waste disposal and collection services, which expires January 31, 2026. The City Council agreed to pursue a three (3) year extension to the current contract prior to expiration. The three (3) year extension will allow the City to collect feedback from residents and businesses on current and future service needs in the upcoming year to help determine next steps for planning solid waste services.

The proposed renewal of extending the current contract for three (3) years does not change any other of the existing terms and services. The proposed renewal would begin with an effective date of February 1, 2026, and end on January 31, 2029.

This is a required public hearing and first reading of the franchise ordinance to consider an amendment to the contract for a three (3) year extension. The second reading and approval of the franchise ordinance and contract amendment will be scheduled at the City Council meeting on January 15, 2026.

HISTORY/TIMELINE:

08/06/2020 - Council approved contract expiring 01/31/2026.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the franchise ordinance and amendment to the existing Contract for Solid Waste Disposal and Collection Services for a three (3) year extension.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. Al Clawson Disposal, Inc. Contract for Solid Waste Disposal and Collection Services
2. Ordinance Clawson Solid Waste Franchise Extension

**CONTRACT FOR SOLID WASTE DISPOSAL
AND COLLECTION SERVICES**

This Contract for Solid Waste Disposal and Collection Services ("Agreement") is made, entered into by and between the City of Leander, a Texas home-rule municipal corporation ("City"), and Al Clawson Disposal, Inc. ("Contractor").

W I T N E S S E T H:

WHEREAS, in 2005 Contractor and its competitors submitted competitive proposals and bids to provide Refuse collection and Disposal within the City and to perform incidental work (the "Services");

WHEREAS, City negotiated in good faith with Contractor and its competitors for the Services;

WHEREAS, City granted Contractor a franchise to use the streets and public ways for a five-year term;

WHEREAS, City and Contractor entered into a Contract for Solid Waste Disposal and Collection Services, providing for Contractor to have an exclusive contract to provide the Services within the City;

WHEREAS, Contractor has provided the Services in a good and satisfactory manner;

WHEREAS, Contractor desires to obtain a new franchise and this contract for services, and to continue providing solid waste and refuse collection and disposal service within the City under the franchise and pursuant to this Agreement;

WHEREAS, the City Council finds and determines the contract and offer made by the Contractor to renew the Agreement offers competitive costs and provides for acceptable services, and standards for performance;

WHEREAS, the Council finds this Agreement is in the best interest of the public and provides for good and acceptable services within the City at reasonable costs; and

WHEREAS, the award, grant and renewal of this Agreement is authorized by State law, and by the franchise granted to Contractor in compliance with the City Charter;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. The City Charter requires, among other things, that persons, firms and entities may not use or occupy the city streets and alleys to provide utility or public services to property adjacent to such streets and alleys unless first granted a franchise, license or permit by the City. Contractor has been granted a non-exclusive franchise and license to use the City streets and public rights-of-way to provide the services authorized pursuant to this Agreement. The term of such

franchise is five years; provided the Council may by ordinance grant extensions of the franchise for periods of one or more years so long as all extensions granted do not exceed a total of five years. The limitation on the extension of the franchise does not imply the Council cannot grant a new franchise to the Company upon the expiration of the franchise.

2. Contractor is hereby granted the sole and exclusive contract by the City to provide Solid Waste and Refuse collection and disposal services as defined in this Agreement within the city limits of Leander. Contractor is also granted a non-exclusive contract to provide recycling services within the City, and all recycling, collection and disposal services shall be provided in compliance with this Contract and Exhibit "A". Contractor shall furnish all personnel, labor, equipment, trucks, landfill, and all other items necessary and useful to provide recycling services, and refuse collection, removal and disposal services, for all residential and commercial customers as specified, and to perform all of the work called for and described in the contract documents. The capitalized words used in this Section 2 are defined in Exhibit "A". Contractor is granted a non-exclusive ability under the terms of the franchise to provide Temporary Services as defined herein, but such services are not part of and not controlled under this Agreement.

3. The contract documents shall consist of and include the following documents, and this Agreement hereby expressly incorporates the same herein as if set forth verbatim herein:

- a. The Solid Waste Collection and Disposal General Conditions, attached hereto and incorporated herein for all purposes as Exhibit "A";
- b. Attachment 1 to Exhibit "A";
- d. Certificates of Insurance; and
- e. Written addenda and amendments to the foregoing documents agreed to by Contractor and approved by the City Council.

4. All provisions of the contract documents shall be strictly complied with and conformed to by Contractor, and no amendment to this Agreement shall be made except upon the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the contract documents except as specifically provided for in such amendment.

5. This Agreement is entered into subject to the following conditions:

- a. Contractor shall procure and keep in full force and effect throughout the term of this Agreement all of the insurance policies specified in, and required by, the Contract Documents.
- b. Force Majeure. Except for any payment obligation by either party, if the City or Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Contract by reason of any event of force majeure, such inability of delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably

necessary for the City or Contractor to correct the adverse effect of such event of force majeure. An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the City or Contractor from performing any of its obligations (other than payment obligations) under this Contract:

(i) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather; and

(ii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

c. In the event that any provision or portion thereof of any contract document shall be found to be invalid or unenforceable, then, such provisions or portion shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or enforceability of any other provision or portion thereof within the contract document; provided that, if Contractor seeks to invalidate or void any term or provision of this Agreement, this Agreement shall, at the sole discretion of the City, be terminated and become null and void.

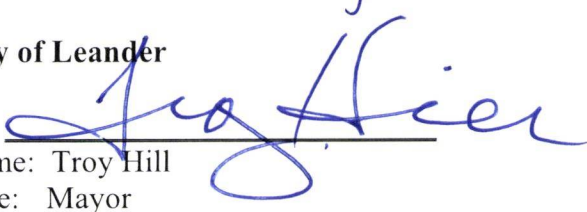
d. Contractor shall pay a license, permit and franchise fee to the City equal to ten percent (10%) of its gross revenues within the City, during the initial and any extended term of this Agreement, as provided in the Franchise. The Contractor shall be assessed a late payment penalty equal to five percent (5%) of the amount due if payment is not received by the City within fifteen days after the due date.

The Contractor shall have the option to make an estimated franchise fee payment equal to the prior quarter's franchise payment in order to avoid the late penalty if the estimated payment is received by the City within fifteen days after the due date.

6. Effective Date. This Contract shall become effective beginning February 1, 2021 and end, unless terminated earlier, on January 31, 2026.

IN WITNESS WHEREOF, we, the contracting parties, by our fully authorized agents, hereto affix our signatures and seals at Leander, Texas, as of this the 6 day of August, 2020.

City of Leander

By: 

Name: Troy Hill

Title: Mayor

By: 

Name: Dara Crabtree

Title: City Secretary

Al Clawson Disposal, Inc.

By: Tanya Clawson

Name: Tanya Clawson

Title: Corporate Secretary

Exhibit "A"

SOLID WASTE COLLECTION AND DISPOSAL GENERAL SPECIFICATIONS

- 1.00 DEFINITIONS
- 1.01 Bag
- 1.02 Bulky Waste
- 1.03 Bundle
- 1.04 Cart(s)
- 1.05 Cart(s) Recycle
- 1.06 City
- 1.07 Commercial
- 1.08 Construction Debris
- 1.09 Container
- 1.10 Contract Documents
- 1.11 Contract Year
- 1.12 Contractor
- 1.13 Customer
- 1.14 Dead Animals
- 1.15 Disposal Site
- 1.16 Electronic Waste
- 1.17 Garbage
- 1.18 Hazardous Waste
- 1.19 Landfill
- 1.20 Multi-Family
- 1.21 Recyclable Material
- 1.22 Recycling
- 1.23 Refuse
- 1.5 Residential and Commercial Refuse
- 1.26 Residential Unit
- 1.27 Rubbish
- 1.28 Solid Waste
- 1.29 Special Services
- 1.30 Stable Matter
- 1.31 Temporary Services
- 2.00 SCOPE OF WORK
- 3.00 TYPE OF COLLECTION
- 3.01 Services Provided
- 3.02 Location of Containers, Bags, and Bundles for Collection
- 3.03 Recycling Services
- 3.04 Performance Standards
- 4.00 OPERATION
- 4.01 Hours of Operation
- 4.02 Routes of Collection

- 4.03 Holidays
- 4.04 Complaints
- 4.05 Collection Equipment
- 4.06 Office
- 4.07 Hauling
- 4.08 Disposal
- 4.09 Notification
- 4.10 Point of Contact
- 5.00 COMPLIANCE WITH LAWS
- 6.00 EFFECTIVE DATE
- 7.00 NONDISCRIMINATION
- 8.00 INDEMNITY
- 9.00 LICENSES AND TAXES
- 10.00 TERMS
- 11.00 INSURANCE
- 12.00 BASIS AND METHOD OF PAYMENT
- 12.01 Rates
- 12.02 Modification to Rates
- 12.03 City to Act as Collector
- 12.04 Delinquent and Closed Accounts
- 12.05 Contractor Billing to City
- 13.00 TRANSFERABILITY OF CONTRACT
- 14.00 RIGHTS OF CONTRACTOR
- 15.00 OWNERSHIP
- 16.00 EXCLUSIONS
- 17.00 SUBCONTRACTOR
- 18.00 RIGHTS OF THE CITY
- 19.00 PROHIBITIONS AND ADDITIONAL REGULATIONS
- 20.00 RECYCLING

1.00 DEFINITIONS.

- 1.01 Bag – A bin bag, rubbish bag, garbage bag, bin liner, trash bag or refuse sack is a disposable bag used to contain solid waste. Bag is referred to herein as 35 gallons or less and not to exceed 50 pounds in weight. A bag is not to be used to contain materials intended to be recycled.
- 1.02 Bulky Waste - Stoves, refrigerators, hot water heater, washer and dryer machines, furniture and other similar household waste materials.
- 1.03 Bundle - Tree, shrub and brush trimmings or newspaper and magazines securely tied together, forming an easily handled package not exceeding four feet in length or 50 pounds in weight.
- 1.04 Cart(s) - Waste receptacle provided by the Contractor not to exceed ninety-five (95) gallon capacity or 150 pounds in weight.

- 1.05 Cart(s) Recycle – Recycle receptacle provided by the Contractor not to exceed ninety-five (95) gallon capacity or 150 pounds in weight.
- 1.06 City - City of Leander.
- 1.07 Commercial - any retail, commercial, industrial, manufacturing or multi-family use or service. This definition and category includes all businesses, construction sites and places that generate Refuse and service units, other than a "Residential Unit" as hereinafter defined.
- 1.08 Construction Debris - Waste building materials resulting from construction remodeling, repair or demolition operations.
- 1.09 Container - A residential or small office container is a receptacle with a capacity of greater than 20 gallons, but less than 35 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by vectors. The top of the container shall have a diameter greater than or equal to that of the base. The total weight of a container and its contents shall not exceed 50 pounds. A front load container has a capacity equal to or greater than one cubic yard.
- 1.10 Contract Documents - The General Specifications, the Rates for Collection and Disposal of Refuse, Certificates of Insurance, and any addenda for changes to the foregoing documents agreed to by the City and the Contractor.
- 1.11 Contract Year - Each 365 or 366 day period during the term hereof commencing upon the Effective Date of the agreement and each anniversary thereafter and ending the day prior to the next such anniversary date.
- 1.12 Contractor - The person, corporation or partnership performing the Refuse collection and disposal under contract with the City.
- 1.13 Customer - An occupant of a residential, commercial or industrial unit or property within the City who generates Refuse.
- 1.14 Dead Animals - Animals, or portions thereof, any and all household animals, less than 10 pounds in weight, that have expired from any cause, except those slaughtered or killed for human use.
- 1.15 Disposal Site - A refuse depository licensed or permitted by the State of Texas, including but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted, or approved to receive for processing or final disposal of refuse and Dead Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.
- 1.16 Electronic Waste – Computers, Televisions, Cell Phones or any device containing a lithium battery.

- 1.17 Garbage - Any and all dead animals of less than 10 pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers, and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents), except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- 1.18 Hazardous Waste - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency, or appropriate agency of the state, to be "hazardous" as that term is defined by or pursuant to Federal or State law.
- 1.19 Landfill - A permitted sanitary landfill of the Contractor's selection subject to City Council determination that other, more cost-effective or practical landfill options do not exist.
- 1.20 Multi-Family - includes all apartment projects and residential dwelling containing three or more units designed and intended for occupancy by a single family.
- 1.22 Recyclable Material - This term shall mean and include the following materials, and none other: newspaper, junk mail, phone books, paperboard, cardboard, Plastic Containers 1-7 labeled with a recycle symbol, aluminum cans, aluminum foil without food contamination, steel & tin cans, clear, brown, and green glass.
- 1.23 Recycling - "Recycle" or "Recycling" means any process or portion thereof by which solid waste or materials which would otherwise become solid waste are separated, collected and processed for reuse or returned to use or to market in the form of raw materials or products.
- 1.24 Refuse - This term means and includes all solid waste and debris that is not Hazardous Materials, including but not limited to Residential and Commercial Refuse, Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated at a Residential or Commercial Unit, or a job site unless the context otherwise requires.
- 1.25 Residential and Commercial Refuse - All garbage and rubbish generated by a Customer at a residential, commercial or industrial occupied property within the City.
- 1.26 Residential Unit - A single family dwelling and each unit of a multi-family dwelling having no more than three (3) units within the corporate limits of the City. A Residential Unit shall be deemed occupied when water services are being supplied thereto; except when shown otherwise. A garage apartment is separate residential unit.
- 1.27 Rubbish - All waste wood, wood products, tree trimmings, grass cutting, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, used and discarded shoes and boots, combustible waste pulp and other products, such as

those used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweeping, glass, mineral or metallic substances, and any and all other waste materials not included in the definition are not included in the definition of 50 pounds Bag, Bulky Waste, Bundle, Container, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter; provided that organic materials, e.g. grass, weeds, flowers, bushes and tree branches resulting from work performed at a Residential Unit or an existing business, by a lawn maintenance or tree trimming service may be disposed of by the lawn maintenance or tree trimming service.

- 1.28 Solid Waste - means garbage, rubbish, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid or semisolid resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and industrial activities, but does not include:

(A) Solid or dissolved material in domestic sewage or irrigation return flows or industrial discharges subject to regulation by permit issued under *Chapter 26, Texas Water Code*.

(B) Soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for surface improvement construction; or

(C) Waste materials that result from activities associated with the exploration, development, or production of oil or gas and are subject to control by the Railroad Commission of Texas.

- 1.29 Special Services – means all services provided by Contractor to any Commercial account or Residential Unit that are not provided to the Customer as regular monthly services included in the monthly rate established for services.

- 1.30 Stable Matter - All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

- 1.31 Temporary Services - means and includes roll-off containers or other commercial containers that are used for one-time, short-term projects such as construction, remodeling, junk removal, etc. Temporary Services do not include services that are required as part of normal business operations of a commercial or industrial or public enterprise.

2.00 SCOPE OF WORK.

The work under this Contract shall consist of the collection and disposal of Residential and Commercial Refuse for all residential, commercial and industrial Customers located within the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents.

3.00 TYPE OF COLLECTION.

3.01 Service Provided.

(a) Contractor shall provide curbside collection of garbage for Residential Units one (1) time per week. Carts, Containers, Bags and Bundles shall be placed at curbside by 7:00 a.m. on the designated collection day. Customer shall be encouraged to place cart with the arrows facing the roadway. Contractor will provide and maintain one 95-gallon cart, for each Residential Unit. Collections shall include up to (5) five additional containers, bags, bundles, small appliances, and small items of furniture, e.g. blenders, microwave ovens, water heaters, broken down boxes, and yard clippings (Not to exceed 50 pounds). No rocks, dirt, bricks, large furniture, electronic waste, lithium batteries, liquids, propane bottles, car batteries, electronic waste, lithium batteries, oil, oil filters or hazardous chemicals will be collected in curbside pickup.

(b) The contractor shall provide for the special collection of hauling from Residential Units of Bulky Waste, Construction Debris and Stable Matter. Also, the Contractor may provide for the special collection of Dead Animals over ten (10) pounds at Residential or Commercial Units at its sole discretion and upon such terms as Contractor shall specify provided that the City or any Residential or Commercial Unit may contract with any third party for the collection, hauling and disposal of any such dead animal.

(c) Contractor shall provide collection service by use of a dumpster for the collection of multi-family, commercial and industrial refuse and waste, to multi-family and the larger commercial and industrial units according to the contract rate. In those instances where the Customer requires additional service, the Contractor shall provide additional collection frequency, multiple collections according to individual agreement. As appropriate and reasonable given the volume of refuse, Contractor will provide Carts to smaller Commercial and Industrial Units on an as needed basis, once or twice a week.

3.02 Location of Carts, Containers and Bundles for Collection. Each Cart, Container, Bag and Bundle shall be placed at curbside or alley for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City Roadways (including alleys). Carts, Containers, Bags and Bundles shall be placed as close to the roadway as practicable to an access point for the collection vehicle. Contractor may decline to collect any Cart, Container, Bag or Bundle not so placed or any Refuse not in a cart, container, bag, bin or bundle.

3.03 Recycling Services - Contractor will provide for special collection of recyclable materials for all Residential or Commercial Units. Contractor shall collect recyclable materials inside the Container or Dumpster as part of the Recycling Services, which shall be provided on the same day as refuse collection, or on another day of the week.

3.04 Performance Standards. The following performance goals and standards shall be applicable for the purpose of contract monitoring and performance; enhancing sanitary and aesthetic living conditions; protecting the environment; delivering consistent, reliable, convenient and safe services; providing respectful, friendly, responsive communications with customers; and showing a continuing commitment to the community.

- (a) Residential carts shall be replaced within five (5) feet of customer's placement without obstructing traffic or damaging landscaping. Lids will be closed after servicing so that the whole street is uniform wherever possible.
- (b) Trash cans (including lids) shall be placed upright within five (5) feet of carts without obstructing traffic or damaging landscaping.
- (c) Residential collection areas shall be free of litter and debris larger than three (3) inches within a ten-foot radius of the carts.
- (d) Contractor shall make all reasonable efforts to collect waste and refuse regardless of barriers (i.e. blocked streets) except when the safety and health of the Contractor's employees or the public is placed in danger.
- (e) Contractor will make every effort to maintain a consistent route schedule.
- (f) Contractor will not leave loose trash, which, during collection, may fall in the streets or yards of the residents, and will make every reasonable effort to keep the City clean and free of litter.
- (g) Commercial carts and containers shall be replaced within 6 inches of its original location after collection.
- (h) Contractor shall not provide residential collection service one (1) hour before the beginning or one (1) hour after dismissal on a scheduled school date on streets directly adjacent to school campuses.
- (i) Drivers will be expressly forbidden to use their emergency brake to stop a moving vehicle, except in an emergency threat to the safety of the driver or general public.
- (j) If collection of a customer's refuse is missed, upon notice the Contractor will take appropriate measures to retrieve the missed collection, and shall in any event collect all such missed collections within a 24 hour period and no later than 4:30 p.m. of the next regular business day following the date notification is received; and Contractor shall investigate each missed service so as to attempt to eliminate future misses.
- (k) Contractor shall install a voice mail system, which will provide 24 hour a day and 7 day a week customer communication.
- (l) Carts for new Residential Unit customers shall be delivered within five (5) business days following the date notification is received for new customer service.
- (m) A Residential Unit cart that has been lost or stolen shall be replaced within a 24-hour period and no later than 4:30 p.m. of the next regular business day following the date notification is received.

(n) Contractor shall pay the franchise fee to the City quarterly on all revenues received by Contractor in the preceding quarter for all services within the City other than regularly scheduled curbside service to Residential Units; provided the City will withhold the franchise fee from the monthly fee rate established for Residential Units as such fees are billed and collected by the City, or, as agreed from time to time, the Contractor providing the ten percent (10%) as a credit on bills to the City for service to Residential Units.

4.00 OPERATION.

4.01 Hours of Operation. Collection of Residential Refuse shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Commercial refuse and waste may be collected at any time, around the clock.

4.02 Routes of Collection. Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the City for their approval, which approval shall not be unreasonably withheld. The contractor may from time to time propose to the City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City's approval of the proposed changes, City shall promptly give written or published notice to the affected Residential Units.

4.03 Holidays. The following shall be holidays for purposes of this Contract:

New Year's Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at least once per week.

4.04 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse within a 24-hour period and no later than 4:30 p.m. of the next regular business day following the date notification is received. The contractor shall keep and maintain a record of all complaints received during the Term and any extended Term of this Contract.

4.05 Collection Equipment. The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

- 4.06 Office. The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 5:00 p.m. on regular collection days.
- 4.07 Hauling. All Refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are minimized.
- 4.08 Disposal. All Refuse collected for disposal by the Contractor shall be hauled to a disposal site. The charge for disposal shall be included in the rate set forth in the proposal for each Residential Unit serviced by the Contractors.
- 4.09 Notification. The Contractor shall notify all producers about complaint procedures, rates, regulation, and day(s) for scheduled Refuse collection. Notification will be made via the Contractor's website and Social Media.
- 4.10 Point of Contact. Contact regarding legal issues shall be expressly between the Contractor and the Director of Finance or the City Manager.

5.00 COMPLIANCE WITH LAWS.

The Contractor shall conduct operations under this contact in compliance with all applicable local, state and federal laws, rule, regulations and ordinances, including specifically, but not limited to all rules, regulations and laws applicable to employment, the qualifications of persons for employment, the eligibility of persons authorized under applicable law to be employed within the State of Texas. Contractor shall perform all services under this Contract with qualified personnel. Contractor shall promptly file with the applicable state and federal agencies all reports required for each new employee.

6.00 EFFECTIVE DATE.

This Contract shall be effective upon the execution of the Contract and performance of such Contract shall begin on February 1, 2021.

7.00 NONDISCRIMINATION.

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

8.00 INDEMNITY.

The Contractor will indemnify and save harmless the City, its officers, agents, servants, and employees for and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the contractor, its officers, agents, servants and employees; provided, however, this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract based upon any willful or negligent act or omission of the City, its officer, agents, servants and employees.

9.00 LICENSES AND TAXES.

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the City.

10.00 TERM.

The Contract shall be for a five (5) year period beginning on February 1, 2021 and ending five (5) years thereafter. Provided the Company's franchise is extended as referenced above, the City may, by written notice given on or before the expiration of this Contract, extend this Contract for an additional term or terms not to exceed extensions for a total of five (5) years. It is specifically proved that the foregoing limit on the extension of this Contract shall not imply that the City cannot, in its discretion, execute another contract on the termination hereof.

10.01 Franchise. The Contractors franchise with the City will be extended for a period as referenced above in Sections 10.00. The City, during the term of this Contract, shall not enter into any franchise agreement with a third party to obtain the services performed by the Contractor under this Contract.

11.00 INSURANCE.

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance. All insurance shall be maintained with insurers licensed and approved to do an insurance business in the State of Texas. Before commencement of work hereunder, the Contractor agrees to furnish the City Certificates of Insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage's</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employers' Liability	\$1,000,000.00
Bodily Injury Liability	\$1,000,000.00 each occurrence
Except Automobile	\$1,000,000.00 aggregate
Property Damage Liability	\$1,000,000.00 each occurrence
Except Automobile	\$1,000,000.00 aggregate
Automobile Bodily Injury	\$1,000,000.00 each person

Liability	\$1,000,000.00 each occurrence
Automobile Property	
Damage Liability	\$1,000,000.00 each occurrence
Excess Umbrella Liability	\$2,000,000.00 each occurrence

A Certificate of Insurance from the Contractor to the City must be provided by January 31 of each calendar year during the contract. The City must be named on the Contractor's Insurance Policy as Certificate Holder.

12.00 BASIS AND METHOD OF PAYMENT.

(a) The rates, fees and charges payable to the Contractor for the recycling, collection and disposal of refuse and materials, and the Contractor's services pursuant to this Contract shall be as provided in Appendix No. 1 to this Agreement. For recycling, collection and disposal services required to be performed pursuant to this Contract, the charges payable to the Contractor shall not exceed the rates as fixed by the Contract Documents or, as permitted for Commercial Customers by contract with the Customer, as adjusted in accordance with paragraph 12.02.

(b) The rates and fees charged by the City to its residents for such services shall be in the discretion of the City Council and shall include sufficient sums to recover its fees and charges for billing and accounting. The actual rates charged to the residential and commercial customers shall be as set by the City Council from time to time.

(c) The fees payable to the Contractor for service to Residential Units shall be based on the actual count and number of the Residential Units served, and City shall be responsible for collections. The City will pay Contractor the Residential Unit fee, provided in Appendix No. 1, each month for Residential Units receiving service. The City shall withhold the franchise fee from the monthly payments, and credit such withheld amounts to the franchise fee.

(d) For special collection provided by the Contractor pursuant to Section 3.01(b), the charges shall be negotiated between the Contractor and Producer prior to collection. If agreement cannot be reached, the matter may be submitted to the City for determination of a reasonable fee.

(e) The refuse collection charges provided by Section 12.01(a)-(b), shall include all disposal and related costs.

(f) Contractor may, at its option, elect to acquire Bags from a supplier of its choice and attempt to market such Bags to Residential Units; however, this option in no way interferes with the right of each owner or occupant of a Residential Unit to obtain Bags from another sources.

12.02 Modification of Rates.

(a) The fees which may be charged by the Contractor for the second and subsequent

years of the term hereof may be adjusted upward to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All items) as published by the U.S. Department of Labor, Bureau of Labor Statistics. Contractor will give the City ninety (90) days notice of a request to a change in rates prior to the anniversary date. The City Council shall make a determination within forty-five days of the request.

- (b) The addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments at reasonable times on the basis of unusual changes in its cost of operations, such as revised laws, ordinance, or regulations; changes in location of disposal sites or changes in disposal charges; and increase in the number of Residential Units as a result of City growth or annexation; and for other reasons.

12.03 City to Act as Collector. The City shall submit monthly statements to and collect from all Residential Units for services provided by the Contractor pursuant to Section 3.01(a), including those accounts that are delinquent. The Contractor shall submit statements to the City for all billings under Section 3.01(a) for all Residential Units, and the Contractor shall bill and collect directly from all Commercial Units for services that are provided pursuant to Section 3.01(b) and (c). City retains the right to ride with the commercial collection unit once a year to verify the commercial accounts.

12.04 Delinquent and Closed Accounts. The Contractor shall discontinue Refuse collection service at any Residential Unit or Commercial Unit as set forth in written notice sent to it by the City. Upon further notification by the City with respect to a Residential Unit, and upon agreement between Contractor and a Commercial Customer, the Contractor shall resume Refuse collection on the next regularly scheduled collection day. To the extent, if any, permitted by law, the City shall indemnify and hold the Contractor harmless from all claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City. The City will advise Contractor monthly of the number of new water connections and disconnections made during the prior calendar month.

12.05 Contractor Billing to City. The Contractor shall bill the City for services rendered to Residential Units within ten (10) business days following the end of the month and the City shall pay the Contractor on or before the 25th day following the end of said month; provided that Contractor and City will, on either party's request at any time, audit and confirm the number Residential Units actually being served by Contractor. Such billing and payment shall be based on the rates and schedules set forth in the Contract Documents. Commercial Customers and additional services to Residential Units for special collections for which a separate charge is authorized will be billed directly by the Contractor to the customer; provided that Contractor may require advance payment for special collections.

The Contractor shall be entitled to payment for services rendered to Residential Units irrespective of whether or not the City collects from the customer for such services. In the

event that the Contractor's quarterly franchise fee payment is past due, then the City shall have the right to withhold payment(s) equal to or less than the previous quarter's franchise payment from Contractor's invoice(s) for Residential Units.

13.00 TRANSFERABILITY OF CONTRACT.

No Assignment of the Contract or any right occurring under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City. Contractor is not authorized to contract or subcontract with any third party to provide any part or portion of the work or services to be provided by Contractor under this Contract.

14.00 RIGHTS OF CONTRACTOR.

The City, during the term of this Contract, shall not enter into any contract with a third party to obtain the services performed by the Contractor under this Contract. The Contractor shall at all times have the right of first refusal to the collection of Dead Animals From Residential Units which right shall be exercised or waived immediately on notice from the Residential Unit, and shall be deemed waived if the Residential Unit so elects upon a lower cost being offered by any third party.

15.00 OWNERSHIP.

Title to Garbage, Refuse and Dead Animals shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Container, or removed by Contractor from the Customer's premises, whichever last occurs.

16.00 EXCLUSIONS.

This Contract shall not cover hazardous, toxic or radioactive wastes or substances as currently or in future defined as such by applicable Federal, State or Local laws or regulations, nor be interpreted to prevent the removal of trash or rubbish by the generator of such trash or rubbish. Contractor may contract, but shall not be required, pursuant to this Contract, for hauling human waste or stable matter, hazardous waste, auto parts, rocks, concrete, sand, gravel, dirt, or construction debris; provided that Contractor shall be responsible for and the Owner of any such materials the Contractor agrees to collect or haul.

17.00 SUBCONTRACTORS.

Use of Subcontractors or subsidiaries or affiliates of the Contractor, for technical or professional services, shall not be considered an assignment of this agreement; provided that in any such event the Contractor shall be and remain responsible for all services and performance provided under this Contract. However, the City reserves the right to approve in writing the use of specific subcontractors for technical or professional services.

18.00 RIGHTS OF THE CITY.

- (a) The City shall have the right and option to terminate this Contract, after notice to Contractor and hearing, for breach of this Contract or for inadequate quality of service; provided that Contractor shall be given a thirty (30) day period after the hearing in which to cure such breach or inadequate service. In the event a period for curing such breach or inadequate quality of service is provided, a second hearing shall be held at the expiration of the cure period and this Contract shall not be terminated if it is found that the breach or inadequate quality of service has been cured and resolved during such cure period. In the event the City Council finds, after notice and hearing held at any time after any previous opportunity to cure, that Contractor has breached this Contract or is providing an inadequate quality of service, the City Council may terminate this Contract.
- (b) The City Council shall be entitled to establish the amounts to be billed by the City for the services to be provided pursuant to this Contract, to include the contract fees and charges payable to the Contractor, a fee established by the City Council for the cost of billing and accounting for such services, and any other reasonably related fees and charges.
- (c) The City Council shall have the power and authority to regulate any fees and charges established or imposed by the Contractor within the City for any refuse collection and disposal services provided and for which the rates are not established pursuant to this Contract.
- (d) The City shall have the right to deduct from any Contractor's invoice for Residential Units any out-of-pocket costs incurred by the City for repairing or cleaning any City street or other public rights-of-way due to actions or negligence by the Contractor or Contractor's equipment.

19.00 PROHIBITIONS AND ADDITIONAL REGULATIONS.

The deposit of cinders or ashes in a cart, container, or dumpster is prohibited, unless the person depositing the same shall first ensure that no part of such cinders or ashes are lighted, smoldering or burning. No ashes or cinders of any kind shall, in any event, ever be placed in a cart provided by Contractor. The City and Contractor may adopt additional regulations applicable to refuse and waste disposal that are enforceable by Contractor. In addition, the City reserves all its police powers to regulate by ordinance, rule or regulation, any and all issues with respect to the public health, safety and welfare.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE EXTENDING THE TERM OF A FRANCHISE GRANTED TO AL CLAWSON DISPOSAL, INC. TO PROVIDE RECYCLING AND SOLID WASTE COLLECTION AND DISPOSAL SERVICES WITHIN THE CITY OF LEANDER

WHEREAS, Al Clawson Disposal, Inc. ("Company") operates a recycling, solid waste collection and disposal service;

WHEREAS, the City Council of the City of Leander ("City") granted the Company a franchise to provide recycling and solid waste collection and disposal services within the City under Ordinance Number 20-045-00 (the "Franchise") for a five-year term; and

WHEREAS, the Council finds that an extension of the Franchise for three years is in the best interest of the public and provides for good and acceptable services within the City at reasonable costs;

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

ARTICLE I.

EXTENSION OF FRANCHISE AND GENERAL PROVISIONS

Section 1. Definitions. For the purpose of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number, and the use of any gender shall be applicable to all genders whenever the sense requires. The words "shall" and "will" are mandatory and the word "may" is permissive. Words not defined herein shall have the meaning set forth in the Contract for Solid Waste Collection and Disposal Services between Clawson, Inc. and the City of Leander dated effective February 1, 2021, which may be amended from time to time (the "Contract"). Words not so defined shall be given their common and ordinary meaning.

"Gross Revenues" or "Gross Receipts" shall mean all revenues derived or received, directly or indirectly by the Company, its affiliates, subsidiaries, parent, and any person in which the Company has a financial interest, from or in connection with its operation pursuant to the Contract, or providing any similar service within the corporate limits of the City. The revenues included within such definition, include but are not limited to all revenues received

by the Company from the City or from any resident, landowner, business or third person for or with respect any service named, referenced or described in the Contract and provided by the Company within the City or its extraterritorial jurisdiction. Such terms shall not include any sales taxes on waste hauling services furnished by the Company imposed directly upon any customer by the state, city or other governmental unit and collected by the Company on behalf of such governmental units.

Section 2. Extension of Franchise. The term of the Franchise is hereby extended for three years, which additional three-year term shall commence on February 1, 2026 and ending on January 31, 2029 to have, use and operate a solid waste collection and disposal service, inclusive of recycling service, within the City of Leander. This grant includes the nonexclusive use of the streets and alleys of the City for such purpose, and does not establish priority for use over other franchise holders, permit holders and the City's or public's use of public property. This franchise and the Company's use of the City streets and alleys, shall be subject to and in accordance with the City Charter, and the policies, procedures and ordinances of the City.

Section 3. Acceptance of Franchise by the Company. The Company shall, if it accepts this franchise grant, deliver a fully executed copy of this Ordinance signed and acknowledged by the Company as provided for below, within fifteen days of the final passage of this Ordinance. Upon adoption of this Ordinance and the execution of this Ordinance by the Company, the Company agrees to be bound by all the terms and conditions of this Ordinance. If not accepted and filed as provided above, this Ordinance and the rights and privileges hereby granted shall terminate and become null and void.

Section 4. Time is of the Essence. Whenever this franchise shall set forth any time for an act to be performed by or on behalf of the Company, such time shall be deemed of the essence.

Section 5. Franchise Terms and Provisions. The Company shall comply with the terms and provisions of this Franchise, the City Charter, and the Contract.

Section 6. Police Powers. In accepting this franchise, the Company acknowledges that its rights hereunder are subject to the police powers of the City, to adopt and enforce Charter provisions and ordinances necessary to the health, safety and welfare of the public, and that the terms and provisions of this Ordinance are subject to the continuing operation, amendment and enforcement of the ordinances and police powers of the City. The City reserves continuing authority and discretion to exercise its police powers in the best interests of the citizens and the discretion of the City Council.

Section 7. Notices. All notices from the Company to the City pursuant to this franchise shall be to the City Manager, City of Leander, 105 N. Brushy Street, Leander, Texas 78646. All notices to the Company pursuant to this franchise shall be to Al Clawson Disposal, Inc., P.O. Box 416, Jarrell, Texas. 76537. The Company shall immediately notify City of any change of address.

Section 8. Insurance Coverage. The Company shall provide, keep and maintain in full force and effect at all times, with carriers and insurance providers acceptable to the City, the insurance coverages and amounts set forth in, and required pursuant to, the Contract.

Section 9. Indemnity. The Company agrees to indemnify, defend, and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, or corporation, arising from the conduct of or management of the Company or the franchise; from any occurrence in connection with the franchise; from providing any service required by or contemplated under the franchise; and from any and all claims arising from any breach or default on the part of the Company in the performance of any covenant or agreement on the part of the Company to be performed pursuant to the terms of this Ordinance or the Contract, or arising from any act or negligence of the Company, or any of its agents, contractors, subcontractors, servants, employees, or licensees; and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon.

Section 10. No Waiver. The Company shall not be excused from complying with any of the terms and conditions of the Contract or this Ordinance by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

Section 11. Right of Individuals. The Company shall not deny service, or otherwise discriminate against customers or any citizen on the basis of race, sex, color, religion or national origin.

Section 12. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 13. Forfeiture and Termination.

a) In addition to all other rights and powers retained by the City under this franchise or otherwise, the City reserves the right to declare this franchise forfeited and to terminate the franchise and all rights and privileges of the Company hereunder in the event of:

- 1) Violation by the Company of any material provision of the Contract or the franchise or any material rule, order, regulation, or determination of the City made pursuant to the franchise;
- 2) Attempt by the Company to evade any material provision of the franchise or to practice any fraud or deceit upon the City or the Company's customers;

- 3) City's decision to initiate a municipal waste hauling and removal service or to grant an exclusive franchise.

(b) If the City seeks to declare a forfeiture under (a)(1) or (a)(2) above, such action may be taken only after notices and hearings are given as provided in the Contract.

Section 14. Receivership. The City shall have the right to cancel this franchise one hundred twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of the Company, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

(a) Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this ordinance and remedied all defaults thereunder; and

(b) Such receiver or trustee, within one hundred twenty (120) days, shall have executed an agreement, duly approved by the court having jurisdiction, whereby the receiver or trustee assumes and agrees to be bound by each and every provision of this ordinance and the franchise granted to the Company.

Section 15. Bankruptcy. The Council shall have the right to cancel this franchise immediately should the Company liquidate, become insolvent, bankrupt, make a transfer for the benefit of creditors, reorganize and enter into an arrangement for the benefit of creditors, or file a voluntary petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or state thereof; or should an involuntary petition in bankruptcy be filed against the Company and not be dismissed within one hundred twenty (120) days after the filing.

ARTICLE III. PASAGE OF FRANCHISE ORDINANCE

Section 1. Findings of Fact. 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. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance was passed was held after a public hearing on the subject of this Franchise, and said meeting was open to the public, and 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.

Section 3. Endorsements and Records. The City Secretary is directed to make endorsements as appropriate over her/his official hand and the seal of the City on the form provided at the conclusion of this Franchise, for the public record and convenience of the

citizens, of the date upon which this Franchise is finally passed and adopted and, if the Company accepts the Franchise, the date of such acceptance.

PASSED AND APPROVED on first reading this the 6th day of January, 2026.

PASSED AND APPROVED on second reading this the 15th day of January, 2026.

Na’Cole Thompson, Mayor

ATTEST:

Dara Crabtree, City Secretary

ACCEPTANCE

Al Clawson Disposal, Inc., (the “ Company”) hereby accepts and agrees to be bound by all the terms and conditions of the City Charter and this Franchise Ordinance.

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS)

COUNTY OF WILLIAMSON)

BEFORE ME, the undersigned authority, on this day personally appeared _____, the _____ for Al Clawson Disposal, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____
2020

Notary Public - State of Texas

My Commission Expires:



EXECUTIVE SUMMARY
1/6/2026

AGENDA SUBJECT:

Conduct a Public Hearing on an Ordinance granting a franchise to Google Fiber Texas, LLC, described as a non-exclusive franchise to install, maintain, operate, and control fiber optic infrastructure network in public right-of-way of the city of Leander, Texas.

- Discuss and consider action on the First Reading of an Ordinance granting a franchise to Google Fiber Texas, LLC as described above on the posted agenda.

BACKGROUND:

On August 21, 2025, the City Council adopted Ordinance No. 25-049-00 amending the Composite Zoning Ordinance to adopt standards and a permitting process associated with micro-trenching wireless communication facilities. The City actively works to improve telecommunication infrastructure standards and installation options to assist in providing reliable telecommunication services to the community as new technology advances.

With the adoption of the micro-trenching ordinance, the City and Google Fiber Texas, LLC (Google Fiber) have prepared the Non-Exclusive Public Right-of-Way (ROW) Franchise Agreement for consideration by the City Council. The City has jurisdiction over the use of the public ROW in the City and Google Fiber desires to install, maintain, operate, and control a fiber optic infrastructure network to offer communications services, including broadband internet access and voice over internet protocol services to residents and businesses. This franchise agreement will allow Google Fiber to install a network to provide services through the network facilities. This does not authorize Google Fiber to use any property other than the public ROW. This franchise is non-exclusive, and Google Fiber will comply with all applicable laws and regulations.

Google Fiber will pay a one percent (1%) franchise fee of gross revenues quarterly each year commencing on the first date on which gross revenues are received. The franchise agreement requires a performance bond in the amount of \$50,000.00 and commercial general liability insurance of at least \$2,000,000.00. The initial term of the franchise agreement is for a period of ten (10) years, at which the agreement can be renewed or extended by ordinance for a set term, or terms, not exceeding ten (10) years.

This is a required public hearing and the first reading to consider the proposed ordinance granting a franchise to Google Fiber. The second reading to approve the proposed ordinance and the Non-Exclusive Public ROW Franchise Agreement will be held at the City Council meeting on January 15, 2026.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the proposed ordinance granting a franchise to Google Fiber Texas, LLC and entering into a Non-Exclusive Public Right-of-Way Franchise Agreement.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. Ordinance - Google Fiber Texas LLC Non-Exclusive Franchise
2. Exhibit A - Agreement

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE GRANTING GOOGLE FIBER, TEXAS. LLC, A NON-EXCLUSIVE FRANCHISE TO INSTALL, MAINTAIN, OPERATE, AND CONTROL A FIBER OPTIC INFRASTRUCTURE NETWORK IN THE PUBLIC RIGHT-OF-WAY OF THE CITY OF LEANDER, TEXAS; PRESCRIBING COMPENSATION FOR THE PRIVILEGE CONFERRED; PRESCRIBING CONDITIONS AND TERMS GOVERNING THE USE OF THE PUBLIC RIGHT-OF-WAY; PROVIDING FOR NOTICE, DEFAULT AND TERMINATION; PROVIDING PENALTIES; PROVIDING FOR ACCEPTANCE AND AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

Whereas, Google Fiber, Texas, LLC (“Google Fiber” or “Company”) has applied for a franchise to provide Broadband Internet Access services and Voice over Internet Protocol (“VoIP”) services (“Services”) within the City of Leander, Texas (“City”);

Whereas, Google Fiber seeks use of the City’s public right-of-way (“ROW”) to install, maintain, operate, and control a fiber optic infrastructure network (“Network”) to deliver services;

Whereas, as a condition of receiving this franchise, Google Fiber has agreed to the terms, conditions and provisions of the franchise agreement provided as Exhibit A to this Ordinance and has agreed to abide by the current and future policies, ordinances and regulations regarding infrastructure and land usage, street cuts and rights-of-way; and

Whereas, the franchise granted by, and the services to be provided pursuant to this Ordinance will be subject to the terms, provisions, and conditions of the City Charter and all ordinances, rules and regulations of the City that are not inconsistent with this Ordinance;

Whereas, the City Council hereby determines that granting of a franchise on the terms set forth in Exhibit A hereto is in the public interest and in the interest of the City and its residents.

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

Part 1. Granting of Franchise. There is hereby granted to Google Fiber Texas, LLC a non-exclusive franchise to install, maintain, operate, and control a fiber optic infrastructure network in the City right-of-way for the provision of Broadband Internet Service and VoIP services to homes, businesses, and institutions in the City and to deliver those Services in accordance with the terms and conditions set forth in the agreement in Exhibit A attached to this Ordinance.

Part 2. Notice and Hearing. In compliance with the provisions of the Charter of the City of Leander, this Ordinance, upon being introduced at a regular meeting of the City Council, was read twice after a public hearing for which ten (10) days’ notice was given.

Part 3. Effective Date. Subject to the terms, provisions and conditions of the City Charter and this Ordinance and Google Fiber's timely acceptance of this Franchise as provided in Part 3, this Franchise shall be in force and effect on the Effective Date.

Passed and Approved on first reading this the 6 day of January 2026.

Adopted on second and final reading this the 15 day of January 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor Pro Tem

NON-EXCLUSIVE PUBLIC ROW FRANCHISE AGREEMENT

This Non-Exclusive Public Right-of-Way ("ROW") Franchise Agreement ("**Agreement**") is by and between **City of Leander**, a city organized and existing under the laws of the State of Texas ("**City**"), and **Google Fiber Texas, LLC**, a Texas limited liability company, and its direct parent, and its direct parent's subsidiaries, successors, or assigns ("**Company**").

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER:

PART 1.

RECITALS

WHEREAS, City has jurisdiction over the use of the public rights-of-way in the City ("**Public ROW**").

WHEREAS, Company desires to install, maintain, operate, and control a fiber optic infrastructure network in Public ROW ("**Network**") for the purpose of offering communications services ("**Services**"), including broadband Internet access service as defined in 47 C.F.R. § 8.1(b) ("**Broadband Internet Services**") and Voice over Internet Protocol services, but excluding multichannel video programming services that would be subject to a video services franchise and telecommunications services as defined in 47 C.F.R. § 153(53), to residents and businesses in the City ("**Customers**").

WHEREAS, the Network consists of equipment and facilities that may include aerial or underground fiber optic cables, lines, wires, or strands; underground conduits, vaults, access manholes and handholes; electronic equipment; power generators; batteries; pedestals; boxes; cabinets; vaults; huts; and other similar facilities ("**Network Facilities**").

WHEREAS, the City is willing to allow Company to install a Network to provide Services through the Network Facilities.

AGREEMENT

In consideration of the mutual promises made below, City and Company agree as follows:

1. Permission to Use and Occupy.

- 1.1. Permission to Use and Occupy the Public ROW. The City grants Company permission to use and occupy the Public ROW (the "**Franchise**") for the purpose of constructing, installing, repairing, maintaining, operating, and if necessary removing the Network and the related Network Facilities (the "**Work**"). This Agreement and the Franchise do not authorize Company to use any property other than the Public ROW as agreed herein. Company's use of any other City property, including poles and conduits, will be governed under a separate Agreement regarding that use. For the avoidance of doubt, this Agreement does not grant Company authorization to install new poles in the Public ROW.

- 1.2. Subject to State and Local Law. This Agreement and the Franchise are subject to City's valid authority under state and local laws as they exist now or may be amended from time-to-time, and subject to the conditions set forth in this Agreement. In the event of a material conflict between the terms of local law and this Agreement, the applicable provisions of this Agreement will prevail.
- 1.3. Subject to City's Right to Use Public ROW. This Agreement and the Franchise are subject and subordinate to City's prior and continuing right to use the Public ROW for public utility and other municipal uses, including constructing, installing, operating, maintaining, repairing, or removing sewers, water pipes, storm drains, gas pipes, utility poles, overhead and underground electric lines and related facilities.
- 1.4. Subject to Pre-Existing Property Interests. City's grant of the Franchise is subject to all valid pre-existing easements, restrictions, conditions, covenants, encumbrances, claims of title or other property interests that may affect the Public ROW. Company will obtain at its own cost and expense any permission or rights as may be necessary to accommodate such pre-existing property interests.
- 1.5. No Grant of Property Interest. The Franchise does not grant or convey any property interest.
- 1.6. Non-Exclusive. The Franchise is not exclusive. City expressly reserves the right to grant licenses, permits, franchises, privileges or other rights to any other individual, corporation, partnership, limited liability company, trust, joint stock company, business trust, unincorporated association, joint venture, governmental authority or other entity of any nature whatsoever ("Person"), as well as the right in its own name as a City, to use Public ROW for similar or different purposes allowed Company under this Agreement.
- 1.7. Disclosure. Company will comply with all applicable laws, including any disclosures of information required by law.
- 1.8. Permit Duration. Upon City issuance of a permit, Company shall begin the Work within the time period specified in the micro-trenching regulations in the City Code, unless a different applicable time period is specified in the City Code.

2. Company's Obligations.

- 2.1. Individual Permits Required. Once Company has entered into a franchise agreement with the City, Company may seek City's approval of required individual encroachment, construction, and other necessary permits before placing its Network Facilities in the Public ROW or other property of City as authorized. Company will pay for all lawful processing, field marking, engineering, and inspection fees associated with the review of a Company request for and issuance of individual permits by City. The City will transmit to Company an invoice for reimbursement of said fees.
 - 2.1.1. For any fees that are not generally applicable to all franchisees or permit applicants, incurred due to Company's desire to shorten permitting timelines, the City will transmit to Company an estimate of such fees, identifying, at a minimum, the task or activity, project location, amount, and date of performance, and the parties will separately agree in writing before such fees are incurred. Payment shall be submitted prior to issuance of the related individual permit.

- 2.2. Company's Sole Cost and Expense. Company will perform the Work at its sole cost and expense.
- 2.3. Compliance with Laws. Company will comply with all applicable laws and regulations when performing the Work. Company will place its Network Facilities in conformance with the required permits, applicable micro-trenching requirements, plans, and drawings approved by City.
- 2.4. Reasonable Care. Company will exercise reasonable care when performing the Work and will use commonly accepted practices and equipment to minimize the risks of personal injury, property damage, soil erosion, and pollution of the surface or groundwater.
- 2.5. No Nuisance. Consistent with all City regulations, Company will maintain its Network Facilities in good and safe condition so that its Network Facilities do not cause a public nuisance.
- 2.6. Repair. Consistent with all City regulations, Company will promptly repair any damage to the Public ROW at the surface or subsurface, City property (real and personal), or private property (real and personal) if such damage is directly caused by Company's Work performed by Company employees, contractors, and subcontractors, and no other Person is responsible for the damage (e.g., where a Person other than Company fails to accurately or timely locate its underground facilities as required by applicable law). Company will repair the damaged property to a condition equal to or better than that which existed prior to the damage. Company's obligation under this Section 2.6 will be limited by, and consistent with, any applicable seasonal or other restrictions on construction or restoration work.
- 2.7. As-Built Drawings and Maps. Company will maintain accurate as-built drawings and maps bearing the installation date of its Network Facilities located in areas described and depicted therein and will provide them to the City on a mutually-agreed timetable following the closure of each permit, subject to applicable confidentiality protections.
- 2.8. Network Design. Nothing in this Agreement requires Company to build to all areas of City. For areas where Company does plan to build, Company agrees to scope, locate, time, and perform the Work with minimal disturbance to streets and surrounding areas the City plans to improve (maintenance and upgrades) such as by:
 - 2.8.1. Incorporating into the initial phases of the Work, the streets in the City's maintenance and upgrade plan; and
 - 2.8.2. Timing Network installation activities to coincide with street construction in new development where appropriate.
- 2.9. Company's Network Design shall follow the City's micro-trenching regulations and applicable Leander Code of Ordinances (Code) requirements.
- 2.10. Company will comply at all times with all applicable laws and regulations relating to nondiscrimination with respect to access to, the availability of, or the rates, terms, and conditions of, Broadband Internet Services.

- 2.11. Company shall at all times comply with the maintenance bond requirements in the micro-trenching regulations, Article IX, Site Development, Chapter 14, Zoning.
- 2.12. Pursuant to a separate and mutual agreement by the parties, Company may provide Broadband Internet Services free of charge to the City's community connection facilities mutually agreed upon by the parties.

3. City's Obligations.

- 3.1. Emergency Removal or Relocation by City. In the event of a public emergency that creates an imminent threat to the health, safety, or property of City or its residents, City may remove or relocate the applicable portions of the Network Facilities without prior notice to Company. City will, however, make best efforts to provide prior notice to Company before making an emergency removal or relocation. In any event, City will promptly provide to Company a written description of any emergency removals or relocations of Company's Network Facilities. Company will reimburse City for its actual, reasonable, and documented costs or expenses incurred for any such work performed by City, the direct cause of which was Company's construction, installation, operation, maintenance, repair, or removal of its Network Facilities. Company's obligation to reimburse City under this section will be separate from Company's obligation to pay the Franchise Fee (as defined below).
- 3.2. Relocation to Accommodate Governmental Purposes. If Company's then-existing Network Facilities would interfere with City's planned use of the Public ROW or other City property for a legitimate governmental purpose, such as, but not limited to the construction, installation, repair, maintenance, or operation of a new water, sewer, or storm drain line, or a public road, curb, gutter, sidewalk, park, or recreational facility, Company will, upon written notice from City, relocate its Network Facilities at Company's own expense to such other location or locations in the Public ROW as may be mutually agreed by the parties, taking into account the needs of the City's governmental purpose and Company's interest in maintaining the integrity and stability of its Network. Company will relocate its Network Facilities within a commercially reasonable period of time agreed to by the parties, taking into account the urgency of the need for relocation, the difficulty of the relocation, and other relevant facts and circumstances, except that City may not require Company to relocate or remove its Network Facilities with less than one hundred and twenty (120) days' notice, unless the relocation is necessary to address a public emergency as described in Section 3.1. Temporary relocations shall meet the standards and requirements applicable to initial installations under provisions of the City Code and this Agreement.
- 3.3. Relocation to Accommodate Non-Governmental Purposes. If Company's then-existing Network Facilities would interfere with (a) City's planned use of the Public ROW for a non-governmental (e.g., commercial) purpose, or (b) a third-party's use of the Public ROW, Company will not be required to relocate its Network Facilities. However, Company will be required to relocate its Network Facilities if Company was notified of the planned non-governmental or third-party use in advance and elected to proceed with the Network Facilities installation rather than reschedule.

- 3.4. Non-Discrimination. City will at all times treat Company in a non-discriminatory manner as compared to other non-incumbent holders of local or state franchise authority offering facilities-based broadband Internet access services.
- 3.5. Any agreements between City and Company that provide Company access to the Public ROW will be available to other network operators that offer broadband Internet access services, on rates, terms, and conditions that are as favorable as those City provides Company for the same access (recognizing that the equivalent consideration afforded by other service providers may be different from the Franchise Fee).
- 3.6. Post-Removal Restoration of Public ROW. When removal or relocation is required under this Agreement, Company will, after the removal or relocation of the Network Facilities, at its own cost, repair and return the Public ROW in which the facilities were located to a safe and satisfactory condition in accordance with the construction-related conditions and specifications as established by City.

4. Contractors and Subcontractors.

- 4.1. Use of Contractors and Subcontractors. Company may retain contractors and subcontractors to perform the Work on Company's behalf; provided that Company maintains on file with the City a written list of its contractors.
- 4.2. Contractors and Subcontractors. Company's contractors and subcontractors used for the Work will be properly licensed under applicable law and insured.
- 4.3. Authorized Individuals. Company's contractors and subcontractors may submit individual permit applications to City on Company's behalf, so long as the permit applications are signed by individuals that Company has authorized to act on its behalf via a letter of authorization provided to City in the form attached as **Exhibit A ("Authorized Individuals")** to this Agreement. City will accept permit applications under this Agreement submitted and signed by Authorized Individuals, and will treat those applications as if they had been submitted by Company under this Agreement.

5. Franchise Fee. Company will pay City a fee ("**Franchise Fee**") to compensate City for Company's use and occupancy of Public ROW pursuant to the Franchise. Company and City acknowledge and agree that the Franchise Fee provides fair and reasonable compensation for Company's use and occupancy of Public ROW and other City property as authorized. The Franchise Fee will begin accruing on the Effective Date (as defined herein) and will be calculated as set forth in Section 5.1.

- 5.1. Franchise Fee. Company will pay City one percent (1%) (the "**Revenue Percentage**") of Gross Revenues for a calendar quarter, remitted within forty-five (45) days of the end of each calendar quarter, commencing on the first date on which Company receives any Gross Revenues (as defined below). The payment will be accompanied by a report showing the basis for the computation and such other relevant facts as may be required by City to determine the accuracy of the payment.

- 5.1.1. As used herein, "**Gross Revenues**" means all consideration of any kind or nature, including without limitation, cash, credits, property, and in-kind contributions (services or goods) received by Company from Customers for

Broadband Internet Services that are provided to Customers through Network Facilities located at least in part in the Public ROW.

5.1.2. Gross Revenues do not include:

- (i) any revenue not actually received, even if billed, such as bad debt;
- (ii) refunds, rebates, or discounts made to Customers, or City;
- (iii) revenue received from the sale of Broadband Internet Services for resale in which the purchaser is required to collect and remit similar fees from the purchaser's customer;
- (iv) revenue derived from the provision of Broadband Internet Services to Customers where none of the Network Facilities used to provide such Broadband Internet Services are located in the Public ROW;
- (v) any forgone revenue from Company's provision of Broadband Internet Services to Customers at no charge if required by state law;
- (vi) any revenue derived from advertising;
- (vii) any revenue derived from Services other than Broadband Internet Services, including without limitation, any revenue derived from rental of modems or other equipment used to provide or facilitate the provision of the Broadband Internet Services;
- (viii) any revenue derived from referral or marketing agreements with third party providers of online services which Company may make available to Customers;
- (ix) any tax of general applicability imposed upon Company or its Customers by City or by any state, federal, or any other governmental entity, and required to be collected by Company and remitted to the taxing entity (including but not limited to sales and use tax, gross receipts tax, excise tax, utility users tax, public service tax, communications taxes, and fees not imposed by this Agreement);
- (x) any forgone revenue from Company's provision, in Company's discretion, of free or reduced cost Broadband Internet Services to any Person, including without limitation employees of Licensee; provided, however, that any forgone revenue which Company chooses not to receive in exchange for trades, barter, services, or other items of value will be included in Gross Revenues; and
- (xi) sales of capital assets or sales of surplus equipment.

5.2. Pass Through. Company may identify and collect as a separate item on the regular bill of any Customer whose Broadband Internet Services are provided by Network Facilities located at least in part in the City Public ROW, that Customer's pro rata amount of the Franchise Fee.

- 5.3. Interest on Late Payments. Any payments that are due and payable under this Agreement that are not received within sixty (60) days from the specified due date will be assessed interest at an annual rate equal to the prevailing commercial prime interest rate in effect upon the due date.
- 5.4. Change in Law. Notwithstanding anything to the contrary herein, in the event of a change in applicable law that (i) prohibits collection by any City or franchising authority of any fee, including franchise fees, from any provider of video programming or communications services, including broadband Internet services, or (ii) reduces the percentage of revenue on which the fee, including franchise fee, paid by any provider of video programming or communications services is based to a percentage that is lower than the Revenue Percentage, then Company will have no obligation to pay the Company Fee or to pay a Company Fee based on the Revenue Percentage, as the case may be. In the case of a reduction in the percentage of revenue on which such fees may be based, the Revenue Percentage will be commensurately reduced.

6. Defense and Indemnity.

- 6.1. Obligations. Company will defend City, its officers, elected representatives, and employees, and indemnify them against any (a) settlement amounts approved by Company; and (b) damages and costs finally awarded against the indemnified party by a competent tribunal in any legal proceeding filed by a third party for property damage, personal injury, or death to the extent caused by the gross negligence or willful misconduct of Company or its contractors arising from this Agreement ("**Third Party Legal Proceeding**").
- 6.2. Exclusions. Section 6 (Defense and Indemnity) will not apply to the extent the underlying allegation (a) arises from or is related to the negligence or willful misconduct of an indemnified party or (b) is made by City's employee and covered under applicable workers' compensation laws.
- 6.3. Conditions. Section 6.1 (Obligations) is conditioned on the following: (a) City must promptly notify Company in writing of the Third Party Legal Proceeding and any allegation(s) that preceded the Third Party Legal Proceeding no later than fifteen (15) days after City became aware of the Third Party Legal Proceeding; (b) City must reasonably cooperate in the defense at Company's request; and (c) City must tender sole control of the indemnified portion of the Third Party Legal Proceeding to Company, subject to the following: (i) City may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring City to admit liability, pay money, or take (or refrain from taking) any action, will require City's prior written consent, not to be unreasonably withheld, conditioned, or delayed.
7. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THIS LIMITATION WILL BE SUBJECT TO AND MAY BE LIMITED BY APPLICABLE LAW.
8. Performance Bond. Company will, promptly after the Effective Date, provide City with a performance bond in the amount of fifty thousand dollars (\$50,000) naming City as obligee

and guaranteeing Company's faithful performance of its obligations under this Agreement. The performance bond will remain in full force during the Term of this Agreement.

9. **Insurance.**

9.1. Company will carry and maintain:

9.1.1. Commercial General Liability (CGL) insurance, with policy limits not less than \$2,000,000 in aggregate and \$2,000,000 for each occurrence covering bodily injury and property damage with the following features: (a) CGL primary insurance endorsement; and (b) CGL policy will include an endorsement which names the City, its employees, and officers as additional insureds.

9.1.2. Workers' Compensation insurance with policy limits not less than the City's requirements.

9.2. All insurance certificates, endorsements, coverage verifications and other items required pursuant to this Agreement will be provided to City's insurance compliance representative within thirty (30) days upon the effective date of this Agreement.

10. **Term.** This Agreement is effective on the date the last party to sign executes this Agreement ("**Effective Date**"). The Agreement will expire automatically on the tenth anniversary of the Effective Date ("**Original Term**"), unless earlier terminated in accordance with the provisions herein. Thereafter, the Agreement can only be renewed or extended by ordinance for a set term or terms (each a "**Renewal Term**") not exceeding ten (10) years, unless a party provides at least six (6) months' prior written notice to the other party of its intent not to renew.

11. **Termination.**

11.1. **Termination by City.** City may terminate this Agreement if Company is in material breach of the Agreement, provided that City must first provide Company written notice of the breach and allow Company one hundred eighty (180) days to cure, unless the cure cannot reasonably be accomplished in that time period, in which case Company must commence its efforts to cure within that time period and the cure period will continue as long as such diligent efforts to cure continue. No termination under this paragraph will be effective until the relevant cure period has expired.

11.2. **Termination by Company.** Company may terminate this Agreement for convenience upon one hundred eighty (180) days' written notice to City.

12. **Assignment.** Except as set forth below, neither party may assign or transfer its rights or obligations under this Agreement, in whole or part, to a third party, without the written consent of the other party. Any agreed upon assignee will take the place of the assigning party, and the assigning party will be released from all of its rights and obligations upon such assignment.

12.1. Notwithstanding the foregoing, Company may at any time, on prior written notice to City, assign this Agreement or any or all of its rights and obligations under this Agreement:

12.1.1. to any Affiliate (as defined below) of Company;

- 12.1.2. to any successor in interest of Company's business operations in City in connection with any merger, acquisition, or similar transaction if Company determines after a reasonable investigation that the successor in interest has the resources and ability to fulfill the obligations of this Agreement; or
- 12.1.3. to any purchaser of all or substantially all of Company's Network Facilities in City if Company determines after a reasonable investigation that the purchaser has the resources and ability to fulfill the obligations of this Agreement.
- 12.2. Following any assignment of this Agreement to an Affiliate, Company will remain responsible for such Affiliate's performance under the terms of this Agreement. For purposes of this section, (a) "Affiliate" means any Person that now or in the future, directly or indirectly controls, is controlled with or by, or is under common control with Company; and (b) "control" means, with respect to: (i) a U.S. corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof, or (ii) a non-U.S. corporation, if the voting power to elect directors thereof is less than fifty percent (50%), the maximum amount allowed by applicable law; and (iii) any other Person, fifty percent (50%) or more ownership interest in said Person, or the power to direct the management of such Person.
- 13. Notice.** All notices related to this Agreement will be in writing and sent, if to Company to the email addresses set forth below, and if to City to the address set forth in City's signature block to this Agreement. Notices are effective (a) when delivered in person, (b) upon confirmation of a receipt when transmitted by electronic mail, (c) on the next business day if transmitted by registered or certified mail, postage prepaid (with confirmation of delivery), (d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or (e) three (3) business days after the date of mailing, whichever is earlier.
- Company's e-mail address for notice is googlefibernotices@google.com, with a copy to legal-notices@google.com.
- City's additional address for notice is Paige Saenz, The Knight Law Firm LLP, 223 West Anderson Lane, Suite A-105, Austin, Texas 78752.
- 14. General Provisions.** This Agreement is governed by the laws of the state of Texas. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. This Agreement sets out all terms agreed between the parties and supersedes all previous or contemporaneous agreements between the parties relating to its subject matter. This Agreement, including any exhibits, constitutes the entire agreement between the parties related to this subject matter, and any change to its terms must be in writing and signed by the parties. The parties may execute this Agreement in counterparts, including facsimile, PDF, and other electronic copies, which taken together will constitute one instrument. Each party to this Agreement agrees that Company may use electronic signatures.

15. Statutory Provisions.

- 15.1. Iran, Sudan, and Foreign Terrorist Organizations. To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Company represents that neither Company nor any wholly

owned subsidiary, majority-owned subsidiary, parent company or affiliate of Company is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

15.2. Anti-Boycott Verification-Israel. 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, Company represents that neither Company nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Company (i) boycotts Israel or (ii) will boycott Israel during the term of this Agreement.

15.3. Anti-Boycott Verification – Energy Companies. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2276 of the Texas Government Code, as amended, solely for purposes of compliance with and subject to applicable Federal law, Company represents that neither Company nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate (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.

15.4. Anti-Discrimination Verification – Firearm Entities and Firearm Trade Associations. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance therewith, and subject to applicable Federal law, Company represents that Company and all wholly owned subsidiary, majority-owned subsidiary, parent company and affiliates of Company 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 in Section 2274.001(3) of the Texas Government Code, as amended.

[Signature page follows]

Signed by authorized representatives of the parties on the dates written below.

Google Fiber Texas, LLC

City of Leander

(Authorized Signature)

(Authorized Signature)

(Name)

Na'Cole Thompson

(Name)

(Title)

Mayor Pro Tem

(Title)

Address:
1600 Amphitheatre Parkway
Mountain View, CA 94043

Address:
P.O. Box 319
Leander, TX 78646

Date:

Date:

**EXHIBIT A
FORM OF LETTER OF AUTHORIZATION**

[COMPANY LETTERHEAD]

[Date]

Via Email ([Email Address])

City of Leander

[Addressee]

[Address]

Re: [Amended] Letter of Authorization

Dear [Name],

In accordance with Section 4.3 of the Non-Exclusive Public ROW Franchise Agreement dated [redacted] between the **City of Leander** and **Google Fiber Texas, LLC** (“**Google Fiber**”), Google Fiber hereby designates the following Authorized Individuals (as that term is defined in the Agreement), who may submit and sign permit applications and other submissions to the City on behalf of Google Fiber. *[If applicable: This letter amends and supersedes the Letter of Authorization dated [redacted].]*

[Insert name and title for each Authorized Individual, including any Authorized Individual previously named and whose authority continues. Strike through the names of any individuals who are no longer authorized, if any.]

1. [Name, Title]
2. [Name, Title]
3. [Name, Title (previously authorized, authorization continues)]
4. [Name, Title (authorization withdrawn)]

This authorization may be withdrawn or amended and superseded by a written amendment to this Letter of Authorization, which will be effective 24 hours after receipt by the City.

Kind regards,

[Name]

Manager, Google Fiber Texas, LLC



EXECUTIVE SUMMARY
1/6/2026

AGENDA SUBJECT:

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

BACKGROUND:

This request is the final 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)

11/13/2025 – Planning & Zoning, 1st Public Hearing

12/18/2025 – City Council, 2nd Public Hearing & 1st Reading of the Ordinance

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 Special Use Permit;

2. Deny the proposed Special Use Permit; or
3. Approve the Special Use Permit 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 measured from the property line of the north dwelling unit to the closest point of the Mobile Food Establishment.

During the meeting of November 13, 2025, the Planning & Zoning Commission recommended approval of the Special Use Permit for the Mobile Food Establishment with a five (5) year time limit with the following conditions:

1. Distance requirement being 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 (6) foot wood privacy fence along the neighbor's side, if requested, to reduce sound and visual impact.

The City Council approved the Special Use Permit with the Planning & Zoning Commission recommendation during the December 18, 2025, meeting with a 4 to 2 vote (Councilmember Herrera and Mayor Pro Tem Thompson).

PRESENTER:

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

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:

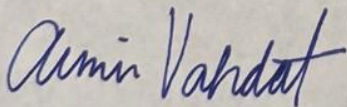
- **New dining options** for residents and visitors
- **A family-friendly community gathering space**
- Increased **economic activity** and support for small businesses
- Alignment with Leander's vision for growth and vibrancy

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.

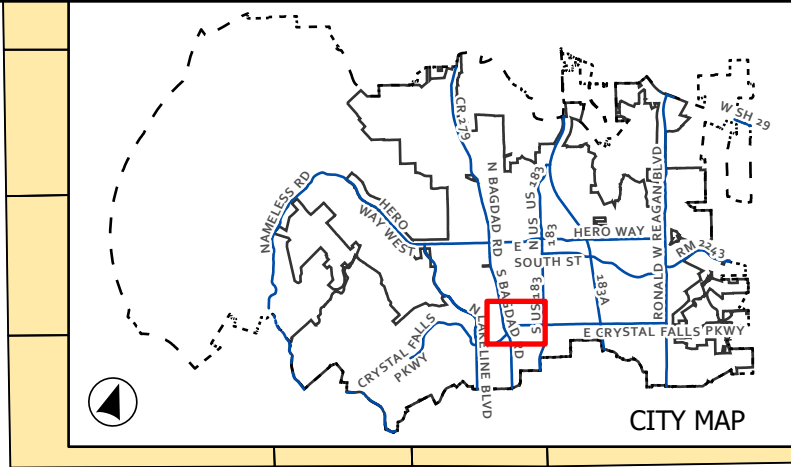
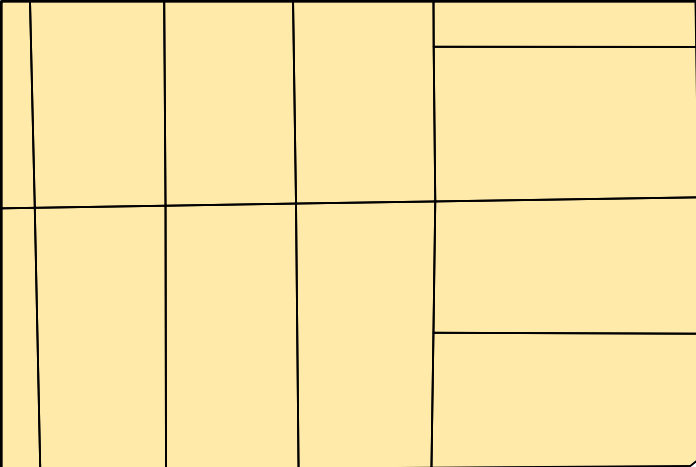
We are committed to working closely with City staff throughout the review process and welcome the opportunity to meet and discuss any concerns early on.

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.

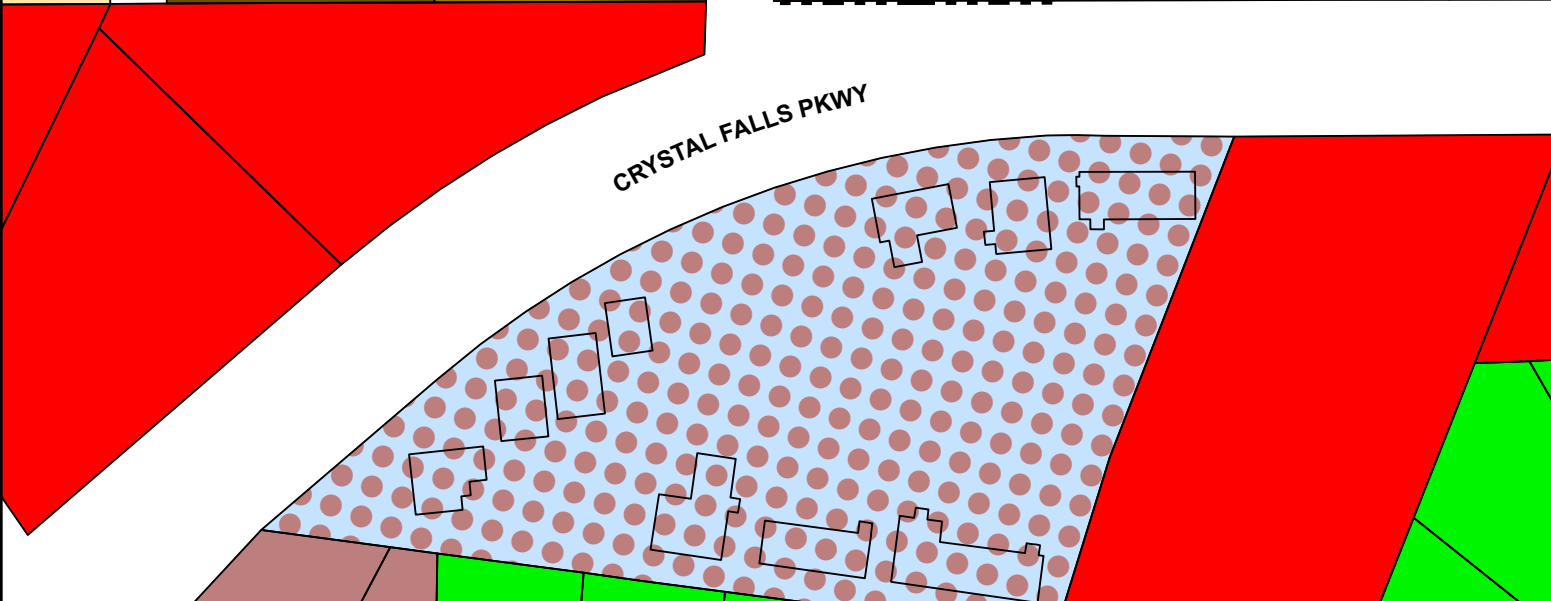
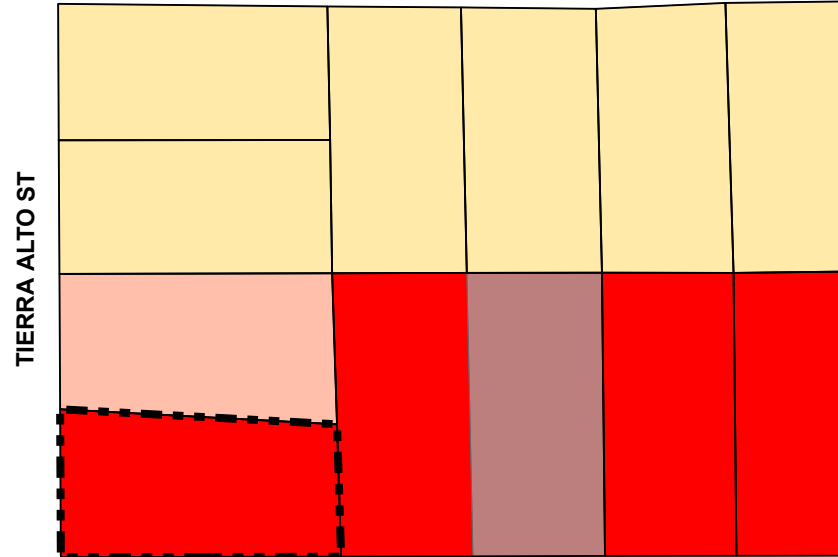
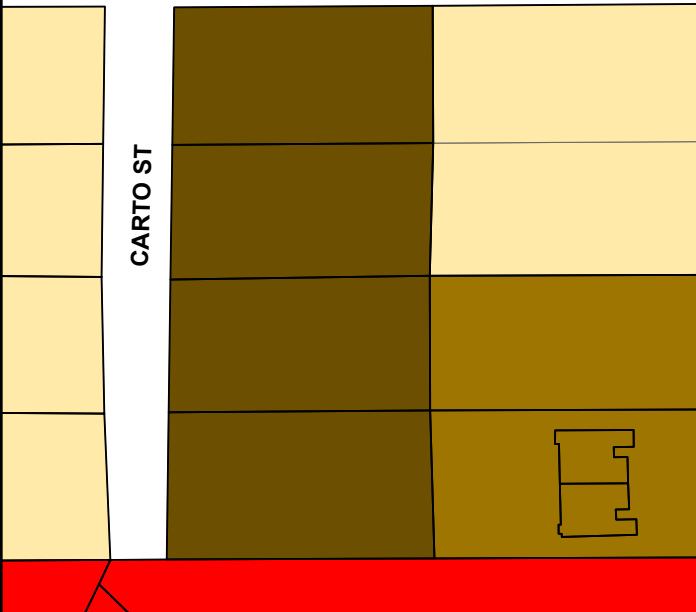
Sincerely,



Amin Vahdat
President and CEO/Emarat Corporation
Amin@youremarat.com
(512) 766 7425



BONITA VERDE DR



CASE: Z-24-0122 ATTACHMENT 2 703 CRYSTAL FALLS PKY
FOOD TRUCK PARK SUP

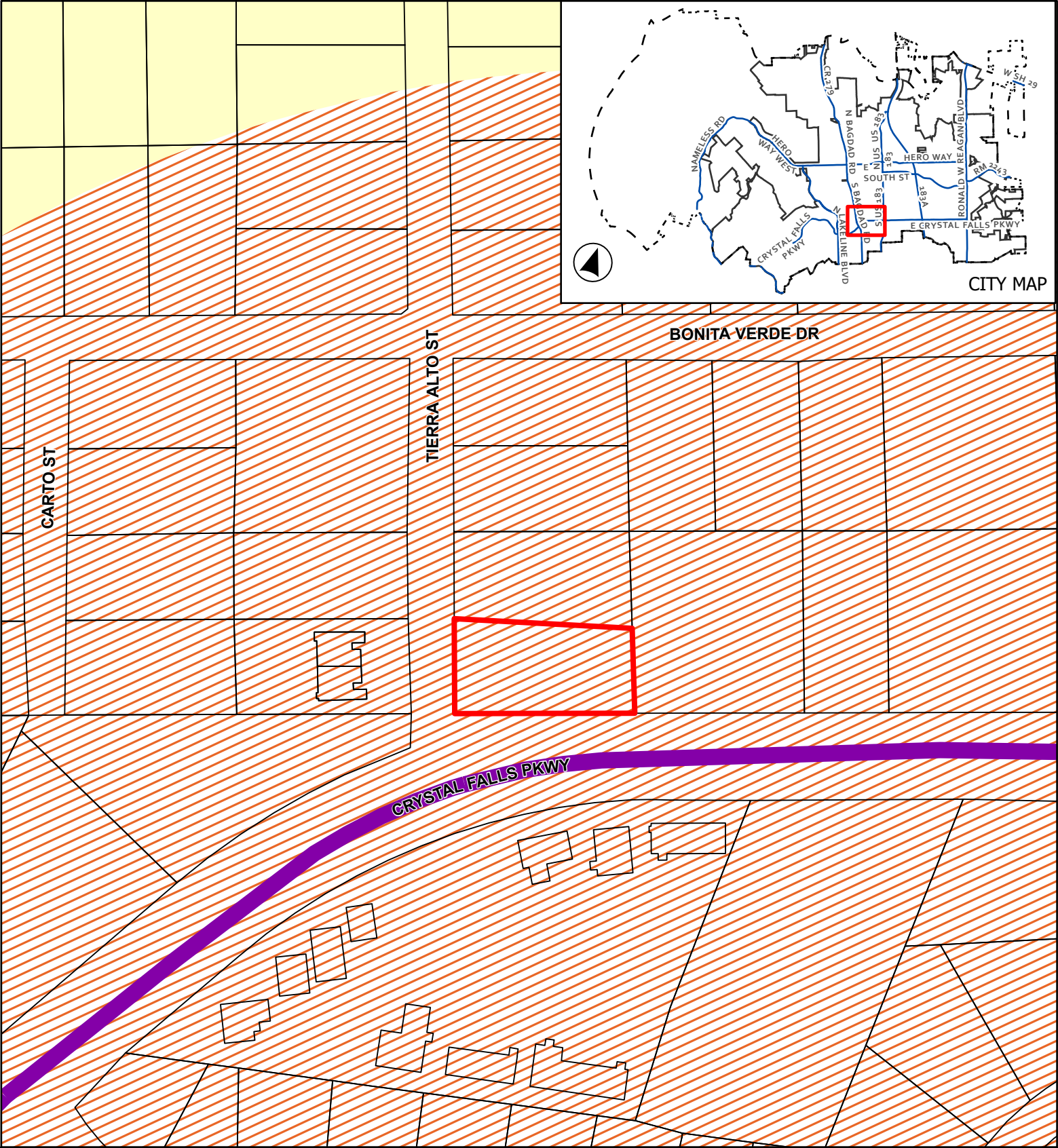
Current Zoning

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

- 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

Page 235 of 280



CASE: Z-24-0122 ATTACHMENT 3 703 CRYSTAL FALLS PKY
FOOD TRUCK PARK SUP

Future Land Use Map

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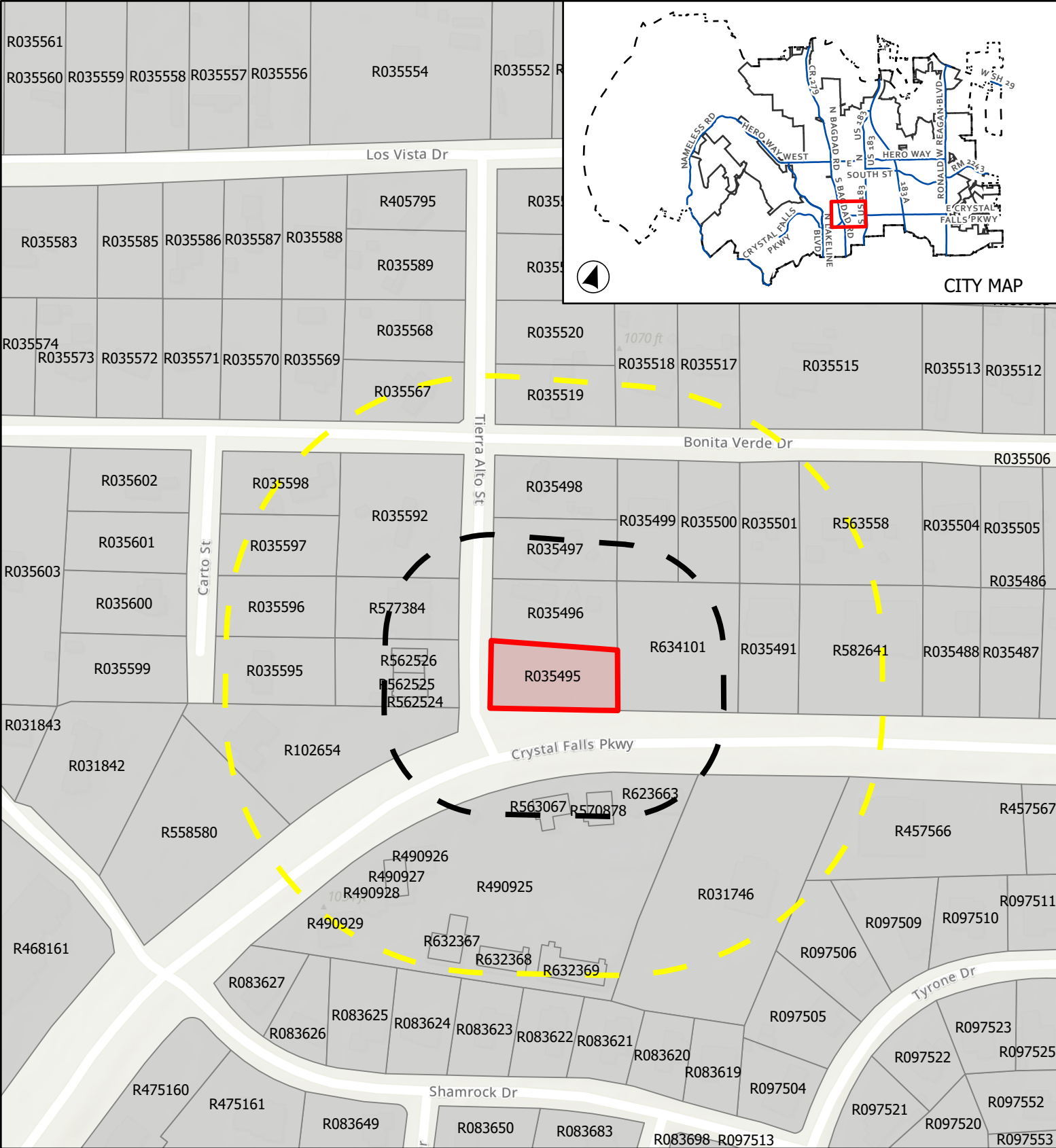
- Leander City Limits
- ETJ Boundary
- Subject Boundary
- Neighborhood Residential

- Multi-Use Corridor
- Arterial 4 Lane, Existing

Thoroughfare Plan

Future Land Use

Page 236 of 280



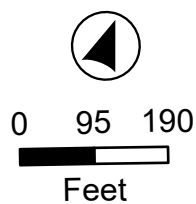
CASE: Z-24-0122

ATTATCHMENT 4

**703 CRYSTAL FALLS PKY
FOOD TRUCK PARK SUP**

Public Notification

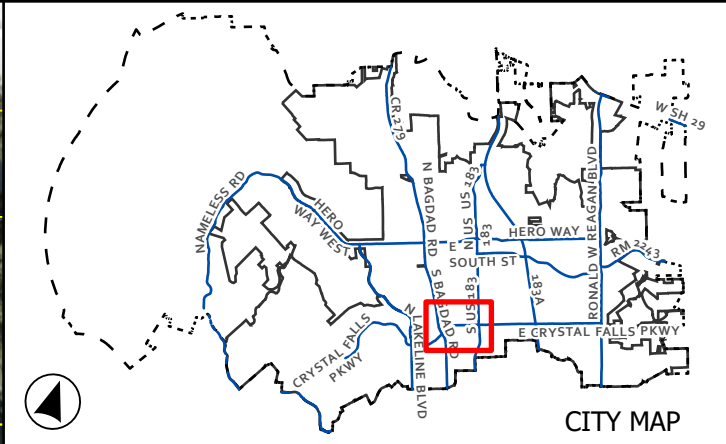
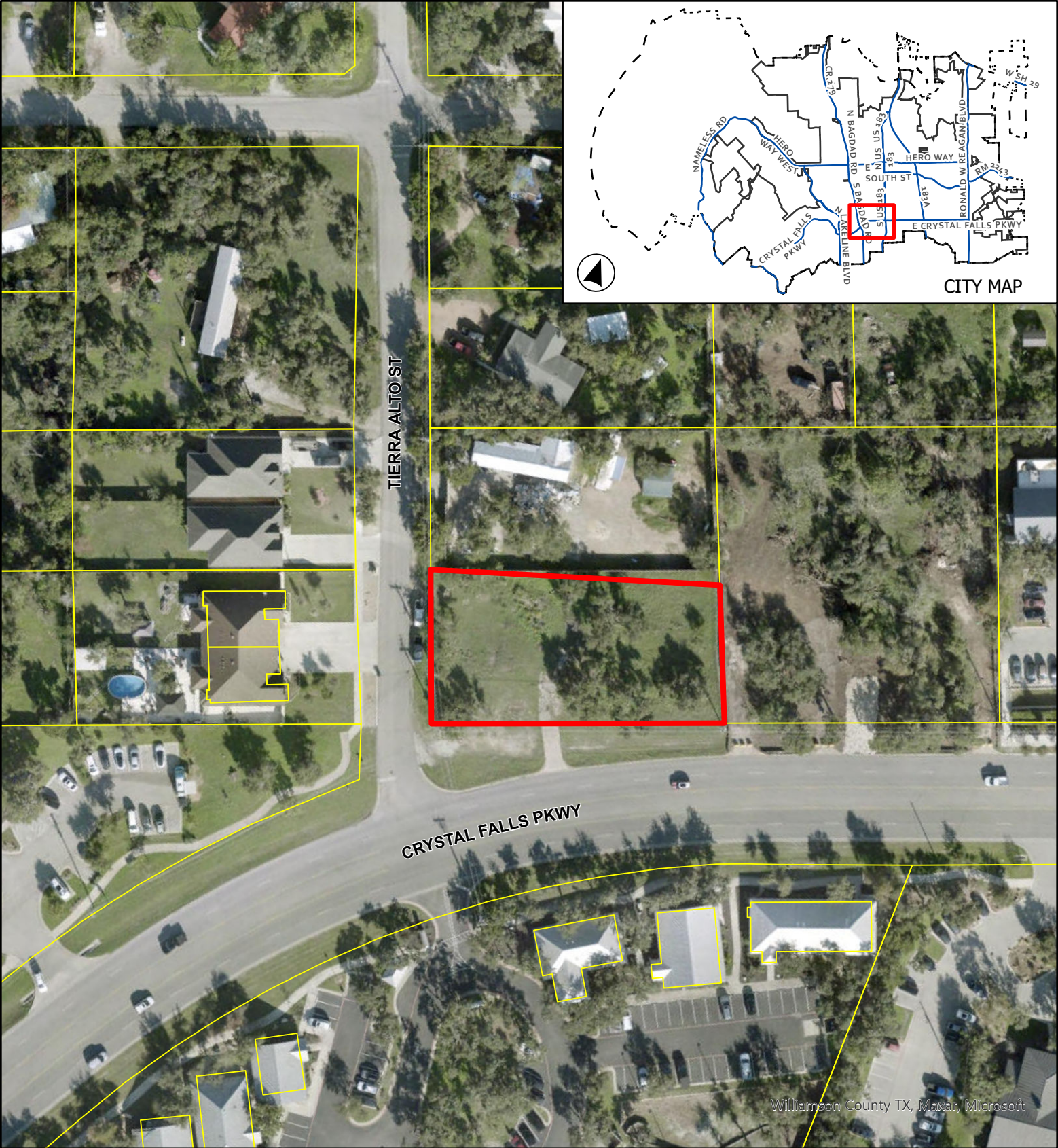
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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



-  City Limits
 ETJ Boundary
 Subject Boundary

Notification Buffer

200'
Page 237 of 280



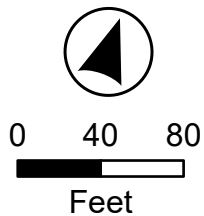
CASE: Z-24-0122

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 herein provided.



- Leander City Limits
- Subject Boundary

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

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: Amin Valat

Date 8/14/24

8/5/24

Dear Neighbors,

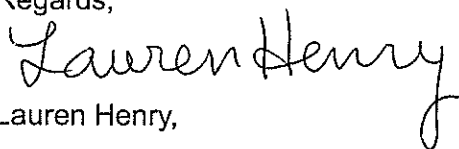
This letter describes the intent to build a food truck park at the property 703 Crystal Falls Pkwy, Leander, TX, 78641.

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,

A handwritten signature in black ink that reads "Lauren Henry". The signature is written in a cursive, flowing style.

Lauren Henry,

Emarat Corporation

8/5/24 8/5/24

NOTES:

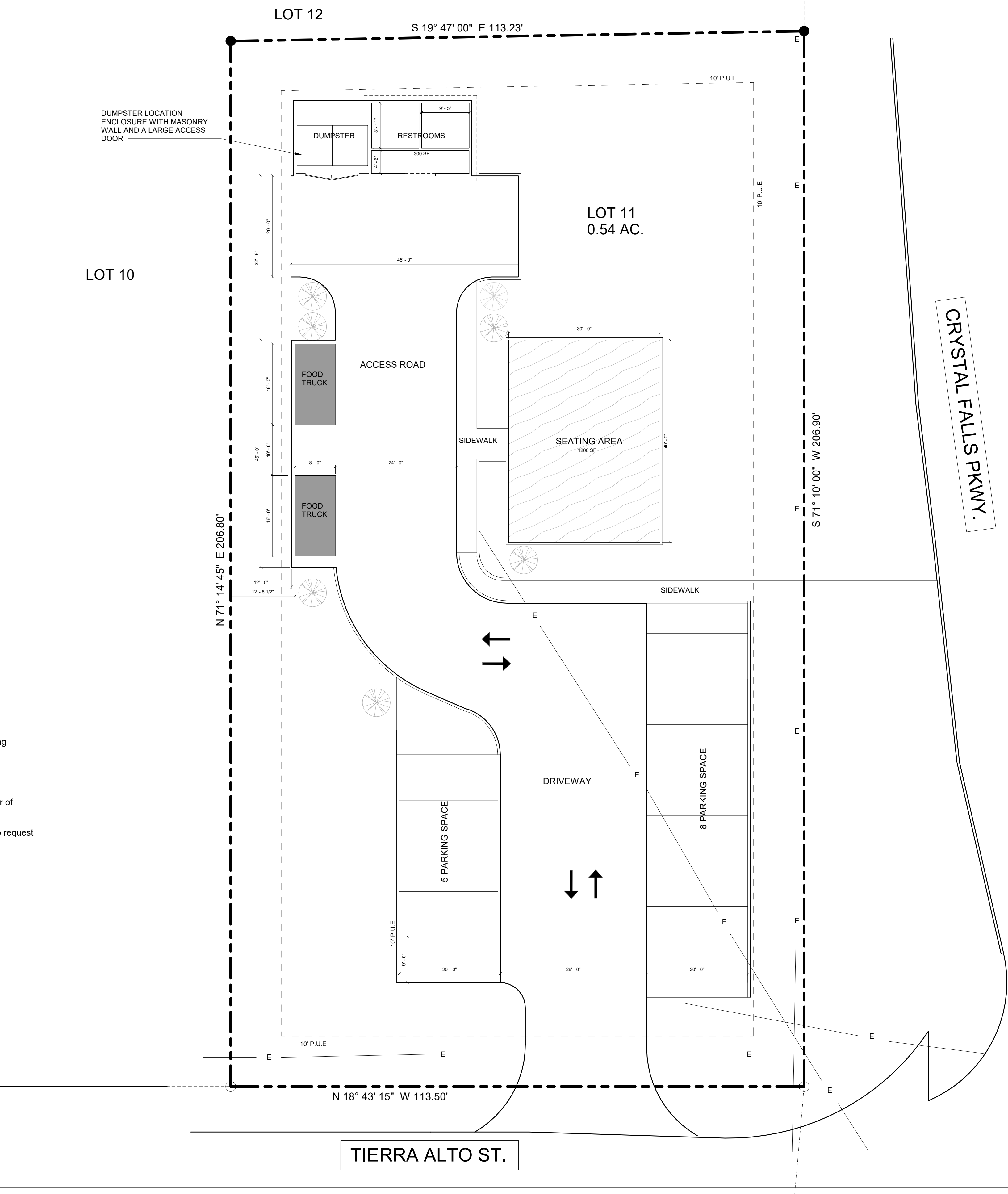
- This plan is conceptual and has not been reviewed for compliance with the Subdivision Ordinance, Composite Zoning Ordinance, or TOD Ordinance Requirements.
- Mobile food establishments are allowed on-site at any time.
- Mobile food truck establishment may be located within one hundred fifty feet (150') 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



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

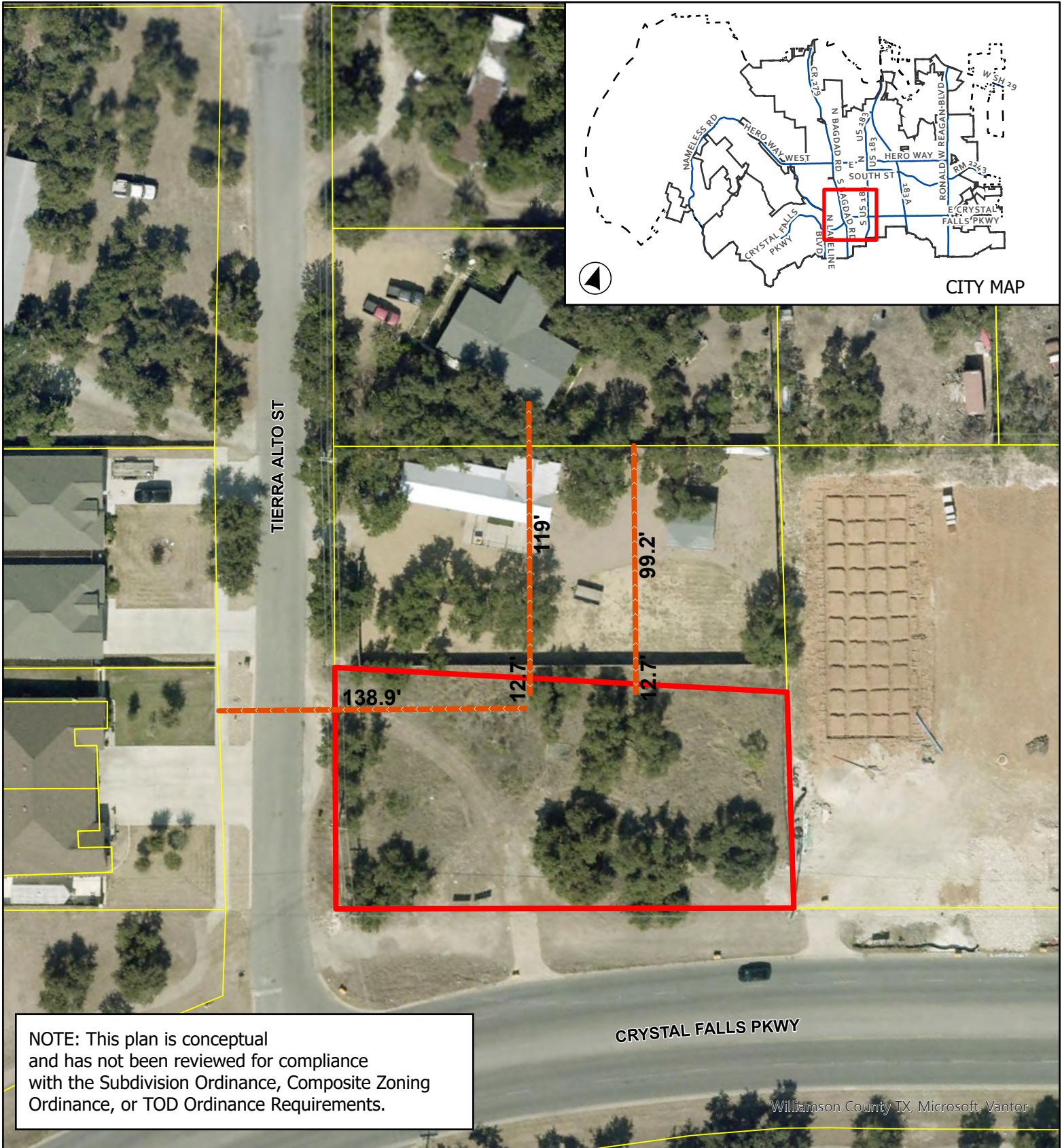
Conceptual Site & Layout
Plan

Project NO. EMR-2025-1001

Date DATE

AS-01

Scale 3/32" = 1'-0"



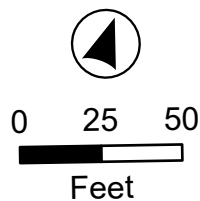
CASE: Z-24-0122

ATTACHMENT 8

**CRYSTAL FALLS
FOOD TRUCK PARK**

Staff Distance Exhibit

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- 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 $\pm$; 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 2 – Joseph Morales
Place 3 – Karen Lewis
Place 4 – Jay Coat

Place 5 – James Oliver
Place 6 – Laura Lantrip, Vice Chair
Place 7 – Tyler Bray
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 $\pm$ 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 $\pm$ 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 $\pm$ 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 $\pm$ 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
1/6/2026

AGENDA SUBJECT:

Discuss a proposed rail grade separation project at the railroad crossing of Crystal Falls Parkway and US 183 for submitting the City of Leander Detailed Application to the Texas Department of Transportation (TxDOT) Off-System Rail Grade Separation State Fund Program.

BACKGROUND:

During the 89th Texas Legislative Session in 2025, the State Legislature passed Senate Bill 1555 to establish the Texas Off-System Rail Grade Separation State Fund Program, authorized under Transportation Code § 471.010. The program provides financial assistance to eligible governmental entities in Texas for rail grade separation projects that improve public safety, support economic development, and reduce traffic congestion. The Texas Department of Transportation (TxDOT) administrative rules govern the implementation and administration of the Program.

The Legislature allocated \$250 million through a supplemental budget appropriation. The Program has funding available for project development and construction of projects that eliminate one or more existing adjacent at-grade rail-highway crossings or provide a grade-separated pedestrian-rail crossing. The Program requires at least 10% of non-state matching funds.

In the City's US 183 Corridor Study that was completed in 2025, there were recommendations to improve safety and traffic congestion through rail grade separations at three (3) railroad intersections in Leander: 1) Crystal Falls Parkway, 2) Hero Way, and 3) San Gabriel Parkway. Staff has been engaged with CapMetro and the Texas Department of Transportation (TxDOT) regarding a potential project that would be eligible for the program. TxDOT indicated the rail crossing at Crystal Falls Parkway and US 183 would be considered eligible based on its higher volume and continual increase of vehicle traffic.

On November 3, 2025, TxDOT issued a call for projects for preliminary applications to the Program, which closed on November 14, 2025. The City has engaged with Langford Community Management Services (Langford) for grant consultant services and Kimley-Horn and Associates, Inc. (Kimley-Horn), for professional engineering services through existing contracts to assist with the application. The City and Kimley-Horn also collaborated with CapMetro for engineering guidance as the railroad is owned and operated by CapMetro in addition to relationships with freight lines that utilize the railroad track.

On November 6, 2025, the City Council approved a resolution supporting application submission to the Program. The City submitted the preliminary application and was notified by TxDOT that the City had been selected to move forward to submit a detailed application by the deadline of January 19, 2026. The City, Langford, Kimley-Horn, and CapMetro have been coordinating and collaborating on engineering feasibility, design options, impacts, and estimated costs.

The proposed project would elevate the railroad tracks at Crystal Falls Parkway and US 183 above the roadway to eliminate the at-grade crossing conflict. The elevated rail bridge would span across Crystal Falls Parkway and extend back to the south towards Block House Drive and to the north towards Sonny Drive to provide appropriate

approach grades. It is not anticipated that this project would require major utility relocations or acquisition of right-of-way or easement. The rail bridge structure would accommodate a double-track rail to align with any future CapMetro plans. The proposed project assumes reconfiguring the westbound approach from three lanes to five lanes total, consisting of one right turn lane, two through lanes, and two left turn lanes, providing additional vehicular capacity at this highly congested intersection. Additionally, the proposed project includes a multi-use trail to be incorporated to enhance pedestrian and bicycle connectivity across the corridor.

The City has planned community engagement efforts to seek input and support to pursue funding from this Program and any future funding opportunities. The community engagement efforts include:

- Informational Webpage – A webpage was published on the City’s website on December 15, 2025, as a single resource for all information and details relating to the proposed project.
- Survey – A survey will be released on December 29, 2025, to obtain feedback from the community as well as businesses and property owners located adjacent to the railroad crossing. The survey will close on January 12, 2026.
- City Council Presentation – This presentation at the City Council meeting on January 6, 2026, will review the feasibility options, preliminary design, and estimated costs for feedback. This also allows an opportunity for public comments during the agenda item at the meeting.
- Community Meeting – An informational meeting for community members will be held on January 7, 2026. Businesses and property owners located adjacent to the railroad crossing are also invited to attend this meeting.

Due to the short turnaround time for submission and advanced preparation of this agenda item, there may be additional changes made to the preliminary design, engineering details, and estimated costs as finalizations are made to the detailed application that will be submitted to TxDOT by January 19, 2026.

TxDOT plans to review detailed applications and recommend projects for funding by mid-February 2026. The Texas Transportation Commission will be determining awards for project funding by the end of February 2026.

HISTORY/TIMELINE:

Project Timeline

11/3/2025 - Texas Department of Transportation (TxDOT) opens preliminary application.

11/6/2025 - City Council approved resolution supporting application submission.

11/14/2025 - City of Leander submitted preliminary application.

11/26/2025 - TxDOT notified City of Leander that the preliminary application has been selected to move forward to the detailed application stage.

12/15/2025 - Project information webpage was published.

12/29/2025 - Survey was released to the public for input relating to the proposed project.

1/6/2025 - Presentation of proposed project at City Council Meeting.

1/7/2025 - Presentation of proposed project at Community Meeting.

1/12/2025 - Survey closes.

1/19/2025 - Detailed application due to TxDOT.

APPLICANT/AGENT:

RECOMMENDATION:

Staff is seeking any feedback from the City Council regarding the proposed rail grade separation project at the railroad crossing of Crystal Falls Parkway and US 183 for submitting the detailed application to the Texas Department of Transportation (TxDOT) Off-System Rail Grade Separation State Fund Program.

PRESENTER:

Fiscal Impact

The overall anticipated project cost that will be submitted to the Program for funding consideration is approximately \$103 million. This includes engineering, utility relocation, right-of-way, and contingencies. Kimley-Horn is continuing additional work to refine project costs for the detailed application. The Texas Department of Transportation (TxDOT) has indicated projects will be awarded up to \$40 million and require a local match of 10%. The City is exploring other grants and funding opportunities to help cover project costs should the project be awarded.

Attachments:

1. Presentation

City of
Leander



SB 1555 Grant Application Crystal Falls Railway Grade Separation

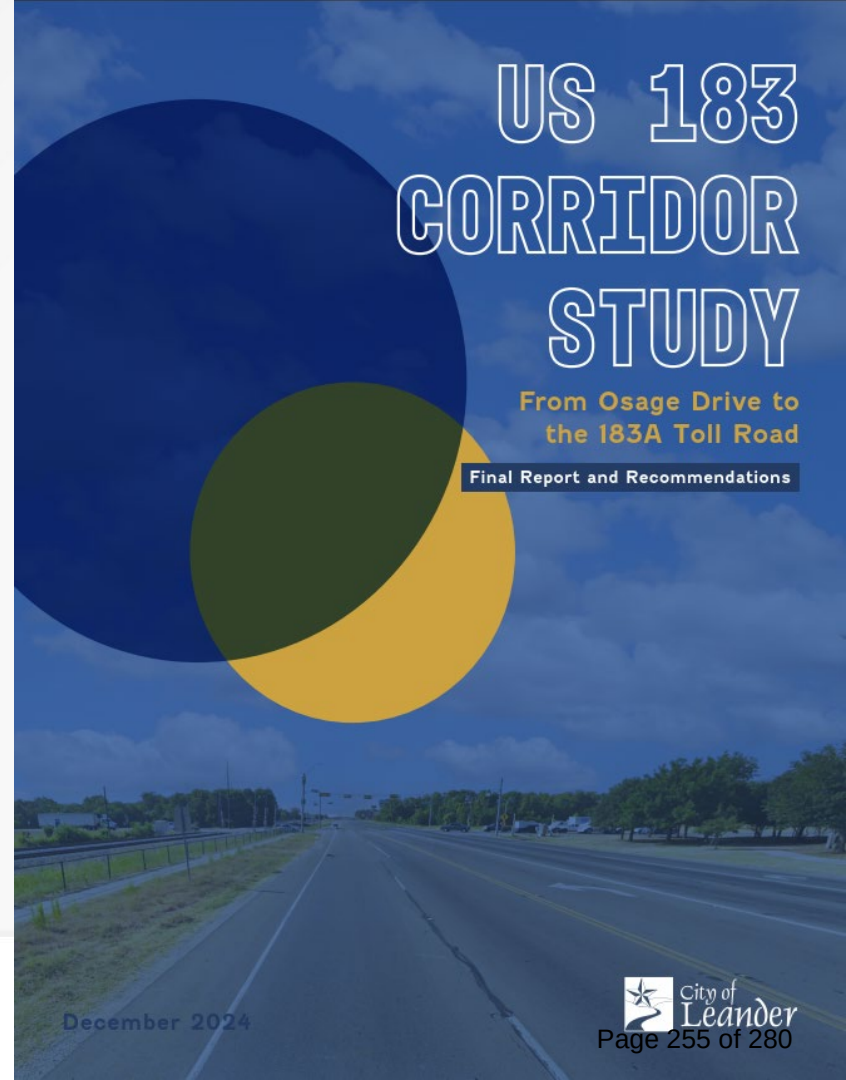
**Council Meeting
January 6, 2026**

Agenda

- Project Origin
- SB 1555 Grant Opportunity
- Grade Separation
- Proposed Preliminary Design
- Next Steps

Project Origin

- US 183 Corridor Study
- Recommended three grade separations
- US 183 & Crystal Falls highest priority/greatest need
 - Traffic demand
 - Safety



Grade Separations

- Removes the primary intersection of two facilities by going over or under
- Benefits
 - Improve traffic operations
 - Improve safety



Example of urban grade separation

Project Need & Benefit

- Need
 - Excessive delay due to intersection laneage and RR crossing
 - Safety concerns with RR at grade crossing
- Benefits
 - Traffic & Safety improvement separating the rail from traffic
 - Allows for new turn lanes to improve delay
 - New SUP and trail crossings free of rail interaction

Anticipated Traffic Improvement

- Estimate over **\$11.6M** in annual delay savings
 - Opening year volumes for AM and PM peak periods

Scenario	AM Peak Delay & LOS		PM Peak Delay & LOS	
No Improvement	164 s/veh	F	206 s/veh	F
Proposed Grade Separation	69 s/veh	E	57 s/veh	E

Delay in seconds per vehicle (s/veh)

SB 1555 Timeline

- Program Webinar - Oct 28
- Prelim App Open – Nov 3
- Prelim App Due – Nov 14
 - Received \$2.5B in requests
 - *Selected!*
- Detailed App Open – Dec 8
- Detailed App Due – Jan 19
- Award – Feb/March



Off-System Rail Grade Separation State Fund Program Program Guide

TxDOT Rail Division

October 2025

Coordination

- TxDOT
- CapMetro
 - Multiple rounds of meetings and discussion
 - Full support for project
- Rail & Roadway experts within Kimley-Horn
- Jill Phinney with Langford Community Management Services

Crystal Falls Grade Separation Options

- Goals
 - Improve traffic operations
 - Improve safety
- Most feasible option is Elevating Railway over Crystal Falls
- High-Level Feasibility Considerations
 1. Elevated Rail (selected)
 2. Depress Crystal Falls
 3. Combination

1. Elevated Rail

- Pros
 - Limited to zero ROW impacts
 - Removes railway interaction
 - Improved laneage = improved delay/LOS
 - Most feasible
 - Cost
 - Constructability
- Cons
 - Does not separate roadways
 - View impacts
 - Temporary rail crossing improvements needed for construction

2. Depress Crystal Falls

- Pros
 - Improved intersection LOS
 - Highest level of safety
- Cons
 - Major modifications needed for US 183
 - Major impacts to adjacent properties
 - High cost to purchase properties
 - Constructability issues





3. Combination

Partially depress Crystal Falls and partial elevated railroad

- Pros
 - Improved intersection LOS
 - Highest level of safety
- Cons
 - Major modifications to US 183
 - ROW and property impacts
 - Difficult construction phasing and traffic impacts
 - Majority of cost from both options 1 & 2
 - Need temp rail bridge (high cost)

Other Considerations

- Visibility and noise screening for elevated rail
 - Plan to construct structure to west side of rail ROW
 - Moves railway further from residences on east side of track
 - Provides opportunity for new screening options
- Pedestrian accommodations
 - All options accommodate pedestrian/SUP paths and remove pedestrian/RR interaction
 - Separating roadways complicates ped paths but higher safety

Feasibility Comparison

Option	Traffic Improvement	Safety Improvement	Property Impacts	Feasibility
Elevate Railway	High	High	Low	High
Depress Roadway	Highest	Highest	Highest	Low
Combination	High	High	High	Lowest

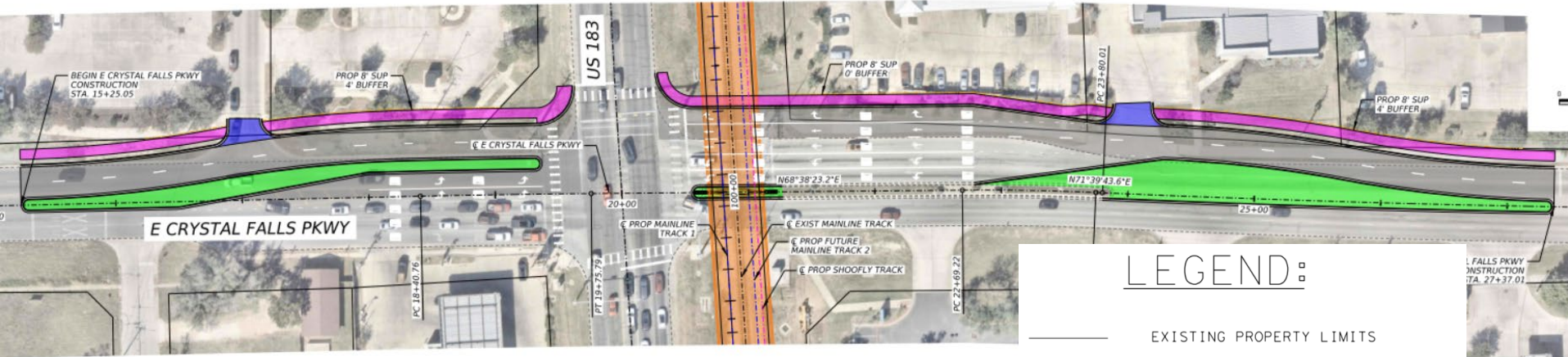
- Continuing to proceed with Elevated Railway Option for Grant Application

Anticipated Project Cost

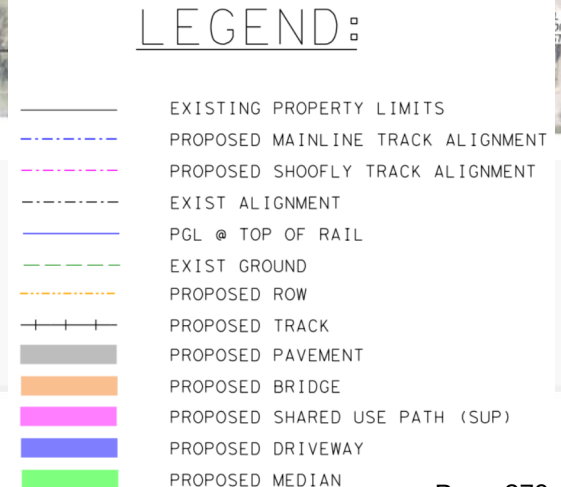
- Overall Cost - \$103M
 - Engineering, Utility Relocation, and ROW
 - 30% contingency
 - 12% CapMetro soft costs, safety & sec., inspection
 - 15% TxDOT Administration
 - Time escalation
- Potential Grant Award – up to \$40M
- Local Contribution – 10%
- Considering additional sources of funding for the rest

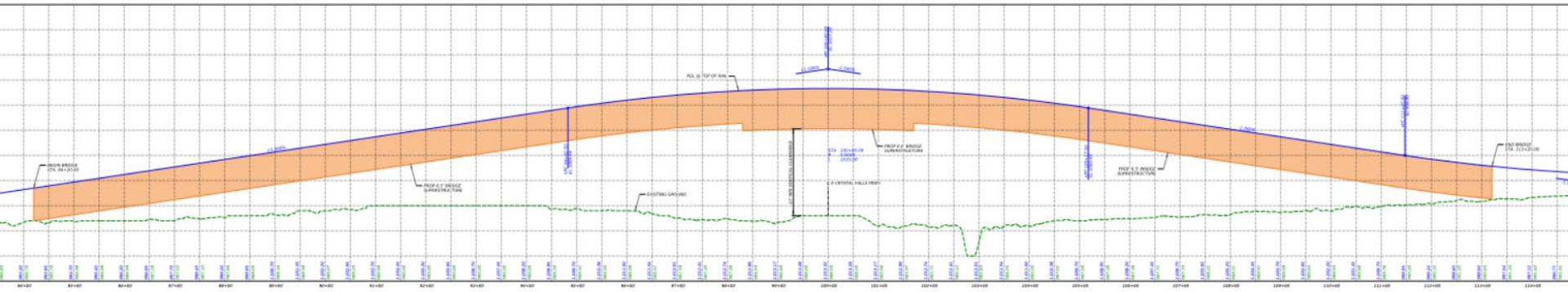
Proposed Roadway Layout

E CRYSTAL FALLS PKWY ROADWAY DETAIL



- 5 lane approach for both EB & WB
 - 2 left, 2 thru, 1 right
- Consider adding right turns along US 183















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Project Schedule

- Anticipated Award – 2026
- Prelim Design & NEPA – 1 year
 - Assuming Categorical Exclusion
 - Higher level Environmental would be up to 2 yrs
- 30% to Final Design – 1.5 years
- Construction – 3 years
- Potential Opening – 2032

Next Steps

- Public Meeting tomorrow 1/7 – 6pm-7pm
- SB 1555
 - Detailed Application Due – 1/19
 - TxDOT Review – Mid February
 - Award Determination – End of February