



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



Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, February 19, 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 Section 551.071 and Section 551.072, 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.

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

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
5. Roll Call.
6. Welcome Special Guests and Visitors.
7. Recognition of Service of Councilmember Place 4.
8. Oath of Office for newly elected Councilmember Place 4.
[Immediately following the oaths of office there will be a brief reception.]
9. 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.]

10. Staff Reports
 1. Water update includes Sandy Creek Water Treatment Plant (CIP W.69), Brushy Creek Regional Utility Authority (BCRUA), and County water needs.

2. Capital Improvement Project update includes Automated Metering Infrastructure (CIP W.42) conversion timeline, benefits to residents, how information is being communicated to residents, and where to find updates on the City's website.
3. Solid Waste collection update includes service level provided following recent ice storm Fern.

CONSENT AGENDA: ACTION

11. Approval of the minutes for meeting held on February 10, 2026.
12. Approval of a Corporate Authorization Resolution with East West Bank designating the City Manager, Chief Financial Officer, Deputy Chief Financial Officer, and City Secretary as authorized signers on the account(s) to be established and granting the necessary authority to execute any and all documents necessary to open and or maintain account(s) with East West Bank.
13. Acceptance of public infrastructure improvements associated with Bar W Ranch West Phase 8 under Case No. PICIP-23-0111 for water and wastewater improvements in compliance with the Development Agreement.
14. Approval of a Resolution supporting the application to DarkSky International for designation as an International DarkSky Place – Community; and authorize the City Manager to execute any and all necessary documents.
15. Award of Solicitation S26-001 to Terrasol to conduct pond maintenance during Fiscal Year 2026 including the removal of all sediment, debris, and unwanted vegetation within the splitter box, sedimentation ponds, and storm outfalls, restoration of sand filter media, and other maintenance work in the amount of \$128,470.00; and authorize the City Manager to execute any and all necessary documents.
16. Approval of a Resolution authorizing the submission of the application to the Public Safety Office (PSO) for funds to purchase rifle-resistant body armor, and in the event of loss or misuse of grant funds, all funds will be returned as required by the Criminal Justice Division (CJD) of the Governor’s Office grant for the funding; and authorize the City Manager to execute any and all necessary documents.
17. Approval of a Resolution authorizing a lease/purchase agreement with Motorola for the replacement of portable belt and mobile vehicle radios for the police and fire departments for a total project cost of \$3,055,841.44; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

18. Conduct a Public Hearing regarding the acceptance of the Fiscal Year 2026 Capital Improvement Program (CIP) list of projects approved for funding in the Fiscal Year 2026 Annual Budget. *[Postponed by applicant until March 19, 2026.]*

REGULAR AGENDA

19. Receive a presentation regarding overall current traffic signal status and traffic signal priority ranking and installation procedure.
20. Discuss and provide direction regarding the participation of stakeholders and focus groups to engage with CivicBrand for development of the Community Brand Strategy.
21. Discuss and consider action on the make up of the Comprehensive Planning Advisory Committee (CPAC).

22. Discuss and consider the selection of Councilmember Ross as Mayor Pro Tem for 2026-2027.
23. Council Member Closing Statements.
24. 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], 551.0761 [critical infrastructure/cybersecurity systems, policies, and contracts] critical infrastructure 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 11 day of February 2026 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
2/19/2026

AGENDA SUBJECT:

Approval of the minutes for meeting held on February 10, 2026.

BACKGROUND:

Attached are the minutes for the meeting held on February 10, 2026.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the minutes.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 02.10.2026



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



Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Tuesday, February 10, 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

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. Discuss development priorities within the Hero Way South Employment Center.

The Hero Way Employment Center is an area identified in the Future Land Use Map as part of the Comprehensive Plan. During May of 2025, the City Council took action to update the plan to clarify the desired development pattern with the Employment Centers. Staff has recently seen more requests from existing businesses that wish to expand their uses. Staff is working with the development community to implement the Comprehensive Plan but is seeking clarification from the Council to confirm that Staff is providing guidance that is consistent with the desire of the Council. The City has two options to consider: rezoning to heavy commercial or a special use permit. The City Council was in favor of special use permit.

4. Discuss and provide staff direction on potential amendments to the Travisso Municipal Utility District (MUD) agreements.

Discussion included overview of proposal; Travisso MUD history; development timeline; third amendment request; property tax rebate; and use of bond proceeds.

Briefing workshop adjourned at 6:42 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Open Meeting, Invocation and Pledges of Allegiance.

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

6. Recognition of Special Guests and Visitors.

7. Roll Call.

Roll call reflected all present.

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

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

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

Angel Mayedo, 1225 Gaviota Lane - commented on the development of a funeral home in his neighborhood.

Juan Alanis, 1212 Ravenside Cove - commented on starting a Friends of Library non-profit board to assist in fundraising and purchases for the library.

Rafael Calvo, 1212 Gaviota Lane - commented on the funeral home at Bagdad and Vista Ridge.

9. Certificates of Recognition/Proclamations

- Present a Certificate of Recognition to Kathy Howell for being selected as the first female President of the Texas Navy Association Board of Directors.

CONSENT AGENDA: ACTION

Motion: Approve Consent item 10 through 18.

By: Councilmember Chang

Seconded: Councilmember Naudin

Vote: 6 - 0

10. Approval of the minutes for meeting held on January 15, 2026.

11. Approval of Change Order No. 4 to Contract No. W.74-JBC-CIPS25-001 with Joe Bland Construction for the Construction Services for Bagdad Terminus Pump Station (CIP W.74) for changes in pipe alignment of pipe installation from the edge of right-of-way (ROW) to the center of Bagdad Road in the amount of \$499,199.00 for a new contract amount of \$20,553,418.00; and authorize the City Manager to execute any and all necessary documents.

12. Approval of Amendment No.4 to Task Order CFA-001 with CobbFendley & Associates, for additional services in support of alignment alternatives and plan updates relating to sidewalk/shared use path and streetscape area for improvements to South Street and West Drive (CIP T.17) increasing the current contract amount of \$1,362,247.90 by an amount of \$258,043.50, for a new contract amount of \$1,620,291.40; and authorize the City Manager to execute any and all necessary documents.

13. Approval of a Resolution to authorize the City Manager to execute an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for the improvements at the intersection of South Street and RM 2243 and US 183 as part of the City's South Street and West Drive Capital Improvement Project (CIP T.17).

14. Acceptance of public infrastructure improvements for Lively Tract Phase 5 associated with Case No. PICIP-24-0120 for water and wastewater in compliance with the Development Agreement.
15. Approval of the Second Reading of an Ordinance 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.
16. Approval of the Second Reading of an Ordinance regarding Zoning Case Z-25-0200 to amend the current zoning of Interim SFR-1-B (Single Family Rural) to HC-4-C (Heavy Commercial) on one (1) parcel of land 3.973 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R031281; and generally located southeast of the intersection of CR 270 and Hero Way, Leander, Williamson County, Texas.
17. Approval of a Resolution of the City of Leander, Texas accepting the petition for the Alexander Tract Annexation Case A-25-0025 and the adjacent right-of-way (ROW) of CR 267 Annexation Case A-25-0026 regarding the voluntary annexation of 55.055 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R032246; and the portion of the abutting ROW known as CR 267 and being generally located west of Kauffman Loop approximately 300 feet south of Equine Road and CR 267, Leander, Williamson County, Texas.
18. Approval of a Resolution of the City of Leander, Texas accepting the petition for the Hero Way West Elevated Storage Tank (EST) Annexation Case A-25-0024 regarding the voluntary annexation of 11.331 acres ± in size, more particularly described by Travis Central Appraisal District as Parcel 353992; and generally located south of Hero Way West and approximately 750 feet west of Honeycomb Mesa, Leander, Williamson and Travis County, Texas.

REGULAR AGENDA

19. Discuss and consider action on an addendum to a cooperation agreement under Texas Local Government Code, Section 392.059(b) to the Housing Authority of Travis County (HATC) to acquire, finance, renovate, operate, and manage an affordable housing development zoned as part of the Preserve at Mason Creek to address the parkland dedication requirements, more particularly described as 7.675 acres ± in size out of Williamson Central Appraisal District Parcel R655944; and generally located south of Horseshoe Drive, approximately 480 feet west of S. West Drive, Leander, Williamson County, Texas.

No action taken.

20. Council Member Closing Statements.

Stephen Chang - commented on the Cedar Park/Leander MLK event; over 5,000 voters, congratulated Na'Cole Thompson and Annette Sponseller being elected.

Michael Herrera - commented on the Hill Country Ministries Gala.

Natomi Blair - commented American Heart Awareness Month; and Black History Month.

Andre Naudin - commented on Black History Month; stated that Nelson Mandela was released on this date in 1990 after 27 years in prison; and in 1972 David Bowie debuted Ziggy Stardust.

Na'Cole Thompson - stated that dinner came from Jersey Mike's; shop locally; commented on the Proclamation for American Heart Month; voter turnout; and thanked staff.

21. Convene into Executive Session pursuant to:

1. Section 551.071, Section 551.072 and Section 551.087, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of a Chapter 380 Agreement(s) for Project EDA-25-008; and
2. Section 551.071 and Section 551.072, 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, along with consideration of an Agreement by and between Northline Development, Alex Tynberg and the City of Leander for acquisition of property for public purpose.

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

1. Chapter 380 Agreement(s) Project EDA-25-008; and
2. Agreement by and between Northline Development, Alex Tynberg and City of Leander.

Recessed into Executive Session at 7:36 p.m.; Reconvened into open session at 8:39 p.m.

1. Motion: Approval of a 380 Economic Incentive Agreement - Project EDA-25-008, by and between SJP Acquisitions, LLC and the City of Leander; and authorize the city manager to execute the agreement and any related matters as discussed in executive session.

By: Councilmember Ross
Seconded: Councilmember Naudin

Vote: 6 - 0

2. Motion: Approval of an agreement regarding the conveyance of property for municipal uses by and between Northline Leander Development Company, LP and the City of Leander, as discussed in executive session.

By: Councilmember Ross
Seconded: Councilmember Chang

Vote: 6 - 0

22. Adjournment

Adjourned at 8:42 p.m.

APPROVED

MAYOR PRO TEM

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
2/19/2026

AGENDA SUBJECT:

Approval of a Corporate Authorization Resolution with East West Bank designating the City Manager, Chief Financial Officer, Deputy Chief Financial Officer, and City Secretary as authorized signers on the account(s) to be established and granting the necessary authority to execute any and all documents necessary to open and or maintain account(s) with East West Bank.

BACKGROUND:

If approved, this Resolution would update the list of authorized signers to the City's investments with East West Bank to be consistent with the organization's titles of Chief Financial Officer and Deputy Chief Financial Officer. At present, the Executive Finance Director and Assistant Finance Director are listed as authorized signers on the account. It is important to have the titles consistent with the financial institution and organization for clear communicate with the bank and receive information.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the Resolution with East West Bank the City Manager, Chief Financial Officer, Deputy Chief Financial Officer, and City Secretary as authorized signers.

PRESENTER:

Otis Williams, Chief Financial Officer

Fiscal Impact

Attachments:

1. East West Bank Auhtorized Signers 02.19.2026

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

RESOLUTION DESIGNATING AUTHORIZED INDIVIDUALS TO ACT ON BEHALF OF THE CITY OF LEANDER PURSUANT TO EXISTING AND SUBSEQUENT AGREEMENTS BETWEEN EAST WEST BANK AND THE CITY OF LEANDER, INCLUDING BUT NOT LIMITED TO INVESTMENT AND TREASURY MANAGEMENT SERVICES AS WELL AS ASSOCIATED THIRD-PARTY CONTRACTS AND AGREEMENTS.

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

Section 1. The individuals listed below are hereby authorized in the name of, and on behalf of, the City of Leander to enter and execute, as necessary, agreements with East West Bank upon such terms and conditions as may be agreed upon as well as with associated Third-Parties.

Section 2. This Resolution hereby supersedes and replaces any prior authorizations and/or designations.

Todd Parton, City Manager
Otis Williams, Chief Financial Officer
Vanessa Alvarado, Deputy Chief Financial Officer
Dara Crabtree, City Secretary

APPROVED this the 19 day of February, 2026

City of Leander, Texas

ATTEST:

Na’Cole Thompson, Mayor

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
2/19/2026

AGENDA SUBJECT:

Acceptance of public infrastructure improvements associated with Bar W Ranch West Phase 8 under Case No. PICP-23-0111 for water and wastewater improvements in compliance with the Development Agreement.

BACKGROUND:

Approximately \$7,633,940.80 in required public infrastructure for water and wastewater for the Bar W Ranch West Phase 8 Subdivision has been installed by the developer. This property is located within Leander MUD #1. Leander entered into a development agreement on October 2, 2025 which provided for the inclusion of the MUD into the City's water and wastewater certificates of convenience and necessity (CCN). Consequently, the City of Leander provides retail water and wastewater services to this tract and infrastructure for the extension of these utilities must comply with City requirements and be accepted by the City. Since this tract is located within Leander's extraterritorial jurisdiction (ETJ) the streets and drainage improvements are jurisdictional to Williamson County.

The water and wastewater improvements have been inspected and deemed substantially complete by the City of Leander and the streets and drainage improvements have been inspected and deemed substantially complete by Williamson County. The completed public infrastructure will provide the legal subdivision of the property with access to City-provided services like water and wastewater, as well as promote the orderly development, health, safety, and general welfare of the property.

All documentation required for acceptance of this project have been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two (2) year term maintenance bond. Bar W Ranch West Phase 8 consists of 80.737 acres including 9 blocks and 197 single family lots.

The maintenance bond, with both the City and the County listed as Obligees, will commence its two (2) year term upon City Council acceptance, as anticipated, on February 19, 2026, which will provide warranty and maintenance coverage for the public infrastructure improvements through February 19, 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, workmanship, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends acceptance of public infrastructure improvements associated with Bar W Ranch West Phase 8 under Case No. PICP-23-0111 for water and wastewater improvements in compliance with the Development Agreement.

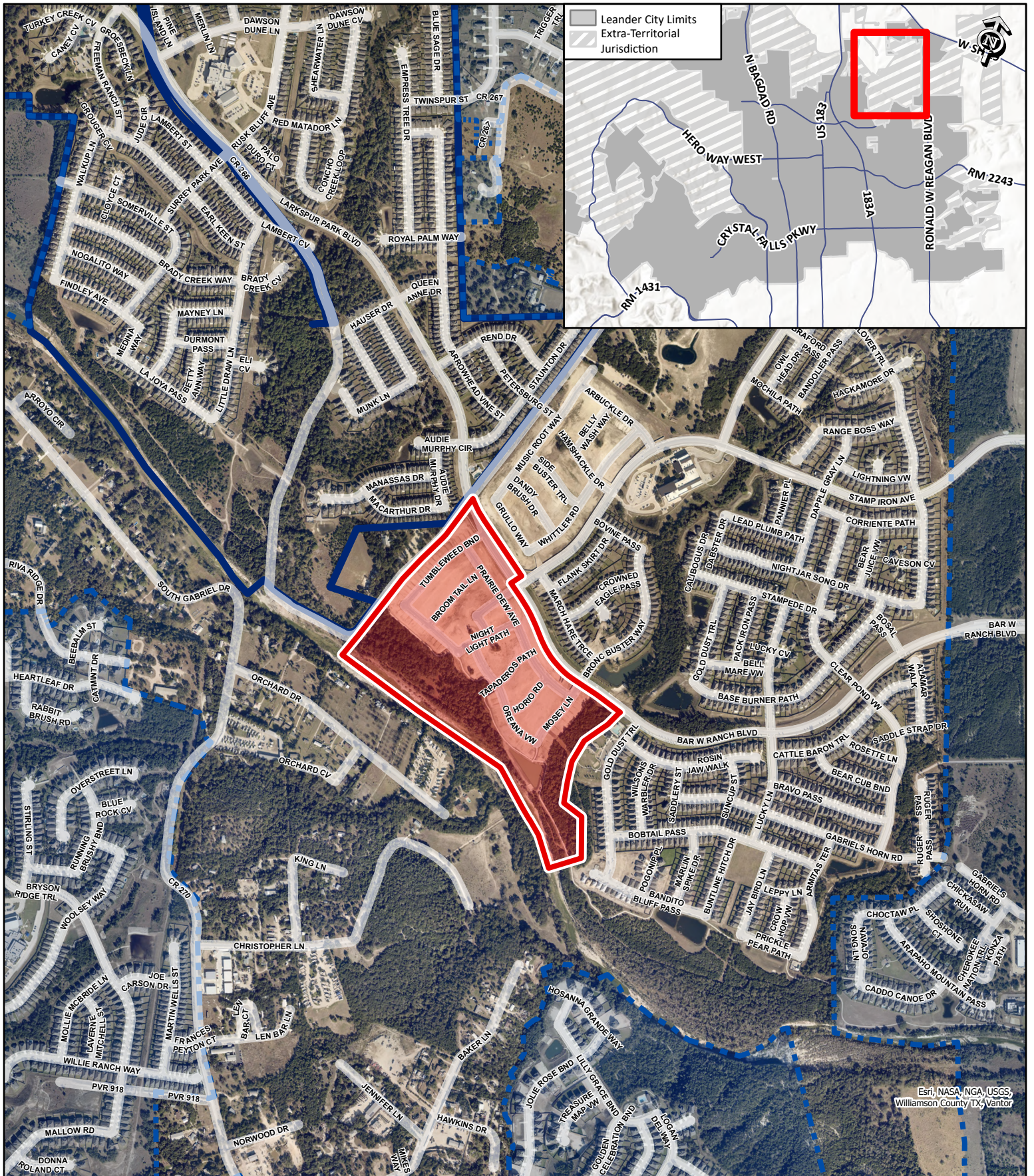
PRESENTER:

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

Fiscal Impact

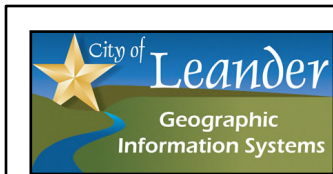
Attachments:




1. Bar W Ranch W Ph 8 Acceptance
2. 08-DA-005 Wedemeyer aka Bar W Ranch W Development Agreement

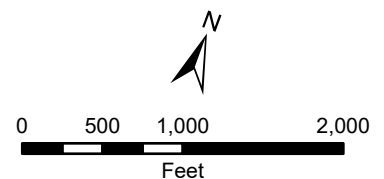


SUBDIVISION ACCEPTANCE

Bar W Ranch West Ph 8 - PICP-23-0111



-  Accepted Subdivision
-  City Limits
-  Extra-Territorial Jurisdiction



November 4, 2025

Brian Oliver
D.R. Horton
10700 Pecan Park Blvd., Ste. 400
Austin, Texas 78750

Re: Bar W Ranch West Phase 8

RE-INSPECTION COMPLETED – NO VIOLATIONS

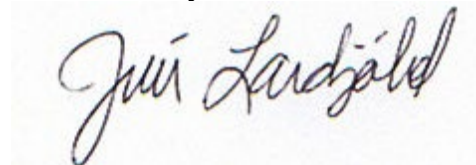
Dear Brian:

This report presents the findings of the re-inspection for the Bar W Ranch West Phase 8 Project in Leander, Texas for compliance with the Texas Accessibility Standards (TAS). This report is limited to inspecting the elements for compliance with the applicable technical standards and not scoping. This report is limited to re-inspecting the elements for compliance with the applicable technical standards and not scoping. A re-inspection was conducted on October 21, 2025.

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

Feel free to contact me at (512) 410-7059 or at jel@alturalp.com with any questions.

Sincerely,

A handwritten signature in black ink that reads "Jesús Lardizábal". The signature is written in a cursive style and is enclosed in a light gray rectangular box.

Jesús Lardizábal, RAS #1051

Engineer's Concurrence for Project Acceptance

Project: Bar W Ranch West Phase 8 Date: 11/26/2025


City of Leander Issued Permit Number: PICP-23-0111

<u>Owner's Name & Address</u>	<u>Consultant Engineer's Name & Address</u>
<u>D.R. Horton</u> <u>10700 Pecan Park Blvd. Ste. 400</u> <u>Austin, Texas 78750</u>	<u>Carlson, Brigance, & Doering, Inc.</u> <u>5501 W. William Cannon Drive</u> <u>Austin, Texas 78749</u>

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.




Signature

Lee A. Whited, P.E.
Typed Name

Carlson, Brigance & Doering, Inc.
Engineering Firm Name

F3791
Registered Engineering Firm Number

(SEAL)

**IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES**

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

7. PREMIUM OR CLAIM DISPUTES:

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

8. ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

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

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

1-800-243-0210

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

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

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

1-800-252-3439

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

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

DISPUTAS SOBRE PRIMAS O RECLAMOS:

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

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

DUAL OBLIGEE RIDER

To be attached to and form a part of contract bond number # 487588D dated September 17, 2025 issued by Westfield Insurance Company Insurance Company on behalf of JL Gray Construction, Inc. as Principal and in favor of City of Leander as Obligee.

The Maintenance Bond aforesaid shall be amended to add as additional Obligee, the name of Williamson County.

Principal and Surety

PROVIDED FURTHER, that this rider shall not become effective until accepted by Principal and Surety as evidenced by the signature below.

The Attached Bond shall be subject to all of its terms, conditions and limitations except as herein modified. Provided, further that the Principal and Surety shall not be liable to all Obligees in the aggregated in excess of the penal sum of Seven hundred twenty-three thousand eight hundred forty-four and 08/100 [\$ 723,844.08] Dollars.

Signed, sealed and dated on this 17th day of September 2025 .

ACCEPTED:

Contractor JL Gray Construction, Inc.

By: [Signature]

Name: SETH JEWELL

Title: VICE PRESIDENT

Westfield Insurance Company
Insurance Company

By: [Signature]

Name: Jack Nottingham

Title: Attorney-in-Fact

MAINTENANCE BOND #487588D
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that JL Gray Construction, Inc.
as Principal, whose address is 410 Fannin Avenue, Round Rock, TX 78664 and
Westfield Insurance Company a Corporation organized under the
laws of the State of Ohio, and duly authorized to do business in the State of Texas, as
Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum
of Seven Hundred Twenty-Three Thousand Eight Hundred Forty-Four and 08/100 Dollars
(\$ 723,844.08) 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 BAR W RANCH WEST PHASE 8 -Project Number: PICP-23-0111
Street Improvements, Drainage Improvements, Water Improvements, Wastewater Improvements
to include utility trench backfill (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 17th day of September, 2025.

JL Gray Construction, Inc.
Principal
By: 
Title: VICE PRESIDENT
Address: 410 Fannin Avenue
Round Rock, TX 78664

Westfield Insurance Company
Surety
By: 
Title: Jack Nottingham, Attorney-in-Fact
Address: 2255 Ridge Road, Ste. 333
Rockwall, TX 75087

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

Jack Nottingham 2255 Ridge Road, Ste. 333, Rockwall, TX 75087

(Seal)

General Power of Attorney

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

CERTIFIED COPY

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

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

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

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

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

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

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

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Handwritten signature of Gary W. Stumper

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

State of Ohio County of Medina ss.:

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

Notarial Seal Affixed



Handwritten signature of David A. Kotnik

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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17th day of September A.D., 2025



Handwritten signature of Frank A. Carrino Secretary

Frank A. Carrino, Secretary



Carlson, Brigrance & Doering, Inc.

Civil Engineering ❖ Surveying

August 14, 2025

City of Leander- Engineering
201 N. Brushy Street
Leander, Texas 78641

**RE: Bar W Ranch West Phase 8 Street, Drainage, Water, and Wastewater Improvements
PICP-23-0111**

Final Plat Legal Name as Recorded:

Bar W Ranch West Phase 8

Name on Approved Construction Documents:

Bar W Ranch West Phase 8 Street, Drainage, Water, and Wastewater
Improvements

Name on Bank Bond for Fiscal Posting:

N/A

COST CATAGORIES	AMOUNT	INSPECTION AMOUNT
STREETS (w/ Erosion Control)	\$ 2,945,204.00	\$ 2,945,204.00
DRAINAGE	\$ 1,837,765.00	\$ 1,837,765.00
WASTEWATER	\$ 966,912.80	\$ 966,912.80
WATER	\$ 1,317,523.00	\$ 1,317,523.00
STREETLIGHTS	\$ 171,036.00	\$ 171,036.00
LANDSCAPE IMPROVEMENTS	\$ 395,500.00	\$ 395,500.00
TOTAL	\$ 7,633,940.80	\$ 7,633,940.80

Total Improvements* = **\$7,633,940.80**
Maintenance Bond (10% of total, minus landscaping**) = **\$723,844.08**

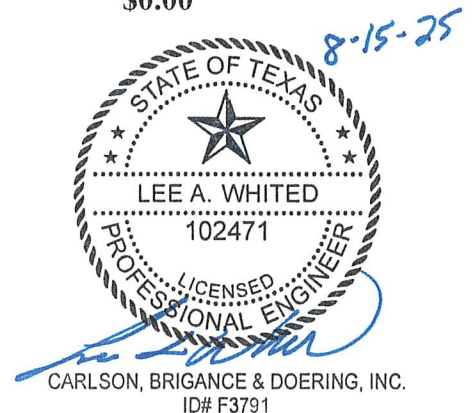
*Note that this total differs from the pay application as it excludes private electrical, gas, masonry walls, and other items not classified as "improvements." **The landscape improvement is excluded from the maintenance bond calculation as a separate bond was posted with the plat.

Total inspection Improvements =	\$7,633,940.80
Inspection Fees (\$2,500 per acre for the first 100 acres) =	\$123,675.00
Currently Paid Inspection Fees =	\$123,675.00
Remaining Insp. Fees to be Paid =	\$0.00

Please call if you have any questions.

Sincerely,

Lee A. Whited, P.E.
Carlson, Brigrance, & Doering, Inc.
Email: lee@cbdeng.com



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

STATE OF TEXAS
COUNTY OF

Date: 12/09/25

Developer: DR Horton

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

Project: Bar W Ranch West Phase 8

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.

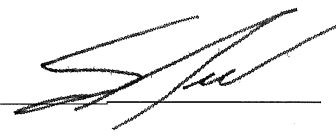
Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were 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 9 day of December 2025

Initialed: JS

AFFIANT:

Signature: _____



Typed Name: Seth Jewell

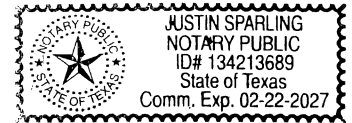
Title: Vice President

STATE OF TEXAS
COUNTY OF Williamson

BEFORE ME the undersigned authority on this day personally appeared Seth Jewell, 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 9 day of December 2025

[S E A L]



Notary in and for the State of Texas

Name: Justin Sparling

My commission expires: 02-22-27

Initialed: SJ

**AGREEMENT REGARDING CONSENT
TO CREATION OF MUNICIPAL UTILITY DISTRICTS
AND DEVELOPMENT OF THE WEDEMEYER RANCH**

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

Recorded as Document No. _____

This Consent Agreement ("Agreement") is by and between the CITY OF LEANDER, TEXAS (the "City"), located in Williamson County, Texas, and HOWARD BARKLEY WEDEMEYER, a Texas resident (the "Developer"). Upon final creation of Leander Municipal Utility Districts Nos. 1, 2 and 3, under Chapters 49 and 54 of the Texas Water Code (the "Districts"), each District shall join in this Agreement and be bound by its terms, conditions, and provisions. The City, Developer and the Districts are sometimes referred to individually herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the Developer owns approximately 924 acres of land (the "Land"), as more particularly described by metes and bounds on the attached Exhibit "A";

WHEREAS, the Districts intend to construct, own and operate a wastewater treatment plant and various other infrastructure and intend to receive water service from Chisholm Trail Special Utility District ("CTSUD");

WHEREAS, the Developer intends to create the Leander Municipal Utility Districts (or the Districts) in order to develop the land in accordance with the Master Land Plan referred to herein and in compliance with all legal requirements of the City and the District;

WHEREAS, the City has determined that, pursuant to the terms of this Agreement, the creation of the District shall benefit the environment and the public health, safety and welfare of its citizens;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties agree as follows.

**ARTICLE I.
DEFINITIONS**

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Agreement or in the City Rules (as hereinafter defined), the following terms and phrases used in this Agreement shall have the meanings set out below.

ABG Segment: The wastewater line portion of the South San Gabriel Interceptor beginning at the western terminus of the property owned by San Gabriel Harvard, L.P. and ending at the western boundary of the Watson Tract (as hereinafter defined).

ABG Tract: The tract of land in Williamson County, Texas adjacent to IH-35 and extending to the western boundary of the Watson Tract in the City of Georgetown, Texas.

Agreement: This Agreement Regarding Consent to Creation of Municipal Utility Districts and Development of the Wedemeyer Ranch by and between the City and the Developer.

Chisholm Trail SUD or CTSUD: Chisholm Trail Special Utility District, a special utility district governed by Chapters 49 and 65 of the Texas Water Code.

City: The City of Leander, Texas, located in Williamson County and in Travis County, Texas.

City Rules: The City Charter, ordinances, rules, and regulations, and any amendments to the City Charter provisions, ordinances, rules or regulations that are subsequently adopted by the City.

County: Williamson County, Texas.

Developer: Howard Barkley Wedemeyer or his successors and assigns under this Agreement.

District or Leander MUDs: The municipal utility districts to be created over the Land in the area shown in Exhibit "B".

Easement: the easement granted by the Developer and the District pursuant to Section 2.01.f and Article VII, in the form substantially similar to that attached as Exhibit "C".

Effective Date: The date this Agreement is approved by the City Council of the City.

ETJ: Extraterritorial jurisdiction.

Land: 924 acres of land, more or less, described by metes and bounds on Exhibit "A".

LUE: Living Unit Equivalent of water or wastewater utility service for a typical single family home, being 400 gallons per day for water per LUE and 270 gallons per day of wastewater per LUE.

Master District: The District that contains the Wastewater Treatment Plant site and is initially responsible for ownership, operation and maintenance of the Wastewater Treatment Plant.

Master Land Plan: The land plan for the Land that is attached as Exhibit "D".

Notice: Notice as defined in Section 10.01.

Off-Site Facilities: All water and wastewater facilities situated outside of the Land that are reasonably required or necessary to serve the Land, which shall comply with all permitting requirements as described in Section 6.01 and be financed and constructed pursuant to Section 6.03.

On-Site Facilities: All water, wastewater and drainage facilities internal to the Land that are necessary to serve the Land, excluding the Wastewater Treatment Plant, and that are financed and constructed pursuant to Section 6.05.

Person: An individual human, partnership, co-partnership firm, company, limited liability partnership or other partnership or other such company, joint venture, joint stock company, trust, estate, governmental entity, association or corporation or any other legal entity, or their legal representatives, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural where indicated by the context.

Project: The development of the Land in accordance with the uses set forth herein and in accordance with the Master Land Plan.

Retail Public Utility: Any person, corporation, public utility, water supply or sewer service corporation, municipality, political subdivision or agency operating, maintaining or controlling in this state facilities for providing potable water service or sewer service, or both, for compensation.

South San Gabriel Interceptor: As required by the San Gabriel Wastewater Master Plan, the construction and installation of mains and wastewater lines in segments.

South San Gabriel Service Area: The approximately 497 acre area shown on the map attached as Exhibit "E" to which the Districts shall provide wastewater treatment and disposal service in accordance with this Agreement.

Village Cluster: The areas shown on the Master Land Plan attached as Exhibit "D", which are proposed for Single Family Townhomes ("SFT"), Single Family Limited ("SFL"), and Two Family ("TF") uses as defined in the City Rules.

Term of Agreement: The Term of this Agreement shall be for a period of 40 years beginning on the Effective Date, and as may be renewed as described herein.

TCEQ: The Texas Commission on Environmental Quality, or successor agency.

Wastewater Permit: The permit issued by TCEQ to the Developer or Master District for the Wastewater Treatment Plant.

Wastewater Treatment Plant: A wastewater treatment plant of sufficient initial capacity to provide service to the Land as development occurs, and initially permitted through TCEQ for a final phase capacity of 900,000 gallons per day (GPD) to treat up to 3742 LUEs within the Land.

Watson Tract: The property as marked on the area map attached as **Exhibit "G"**.

ARTICLE II. MUNICIPAL UTILITY DISTRICT

Section 2.01 Consent to Creation of Districts and Annexation by Districts.

a. The City acknowledges receipt of the Developer's request, in accordance with Section 54.016 of the Texas Water Code and Section 42.042 of the Texas Local Government Code for creation of the municipal utility districts ("Districts") over the Land that may exercise all powers granted by Chapters 49 and 54 of the Texas Water Code subject to the terms and conditions of this Agreement. The City has approved the resolution attached as Exhibit "F", consenting to the inclusion of the portions of the Land described on Exhibit "B" within the

Districts subject to the terms, conditions and provisions of this Agreement. The City agrees that this resolution shall be deemed to constitute the City's consent to the creation of no more than three (3) Districts on the Land. No further action shall be required on the part of the City to evidence its consent; however, the City agrees to provide any additional reasonably required confirmation of its consent that may be required by the Developer or the Districts if requested to do so.

b. The Developer may determine the boundaries of each District within the Land in his sole discretion, provided that the Districts shall only contain property proposed for single- or two-family development and the related infrastructure required to serve that development, including the Wastewater Treatment Plant site and proposed effluent disposal areas, and provided further that each District shall be contiguous to the existing city limits. Upon request of the Developer, the City shall disannex any areas within the Land that are to be included within a District.

c. The Districts shall not include any area to be developed for commercial or multi-family uses as shown on the Master Land Plan. If area that is already included within a District is proposed for commercial or multi-family uses in the future, that area, and any additional areas required to make said area contiguous to the City limits, shall be disannexed from the District prior to its development. The areas designated as commercial and multi-family on the Master Land Plan are areas that are currently proposed for exclusion from the Districts. However, the boundaries of the proposed land use areas on the Master Land Plan may be adjusted by the Developer as needed to achieve the ultimate development of the Land, provided that there shall be a minimum of 200 acres of commercial and multi-family development within the Land, with no less than 169 acres of the 200 acres being commercial development, and provided further that the commercial and multi-family development shall be generally located in the areas shown on the Master Land Plan contiguous to the city limits.

d. Pursuant to Section 54.016(e) of the Texas Water Code, the City's consent may contain a restriction on the terms and provisions of a District's bonds and conditions on the sale of that District's bonds as set forth herein in Article IV. The Districts intend to issue bonds for wastewater system infrastructure, waterworks system infrastructure, service fees, road system infrastructure, drainage and storm water control infrastructure, park facilities, the On-Site Facilities; its share of the Off-Site Facilities, the Wastewater Treatment Plant and related soft costs for such infrastructure as permitted pursuant to Chapter 49 of the Water Code and Chapter 54 of the Water Code. To the extent permitted by law, the Districts shall reimburse the Developer for the costs associated with the construction of such infrastructure necessary to serve the Districts and any other infrastructure costs that may be reimbursed in accordance with TCEQ rules and regulations and approved by the City.

e. A District shall not issue bonds for infrastructure other than infrastructure that shall be ultimately owned by that District, the City or CTSUD, in order to assure that the City is not required to assume debt associated with facilities that shall not be owned by the CTSUD or the City upon annexation. The District may also issue bonds for the purpose of purchasing committed capacity in, or paying for contract rights related to, water supply or wastewater treatment or collection facilities and services, subject to TCEQ rules and regulations. The District may finance the oversizing of water, sewer, or drainage facilities to serve areas within the Land that are outside the District provided that the requirements of 30 TAC § 293.44(a)(8) are satisfied.

f. By separate legal instrument and notation on the plat for each section or phase of the subdivision in a District, the Developer shall grant and convey to the City the Easement, to the extent such interest does not conflict with Section 54.234 of the Texas Water Code as to road powers of a municipal utility district and reimbursement for costs of certain roads, over all the streets, utility easements and rights-of-way, whether public or private, shown and set forth and dedicated on the plat of each section or phase in the each subdivision of that District in a form substantially similar to that set forth in Exhibit "C". The Easement shall be recorded in the real property records of Williamson County at the same time as the final plat for each respective section or phase of each subdivision. The Easement shall grant and convey to the City the authority to provide or contract with third parties to control, manage, regulate, franchise, license and administer the use and occupancy of such streets, easements and rights-of-way by third parties, e.g. utilities, cable television and public service providers, for the purpose of providing any service or product to adjoining or abutting property or to any other property within the Land, and shall provide that the Developer shall not grant such authority to any other person. The Easement will convey to the City an interest in real property for the City to provide utility and public services, and regulate and control such streets, easements and rights-of way for the purposes described in this Section and Agreement in substantially the same manner that it exercises such authority and power over the streets, easements and rights-of-way located within the City, including, but not limited to, the power to demand and require third parties to obtain a franchise, license or permit for the use and occupancy of the streets, easements and rights-of-way, and to repair, in compliance with City established standards and specifications, all cuts, excavations and damages made by those parties within such streets, easements and rights-of-way. The Easement shall further provide a specific exception that authorizes the use of such streets, easements and rights-of-way for water, wastewater and drainage facilities that are constructed, installed, maintained or operated by or on behalf of the Districts, which exception shall not be assignable; provided that any political subdivision or retail public utility, other than the District, that owns the water, wastewater, or drainage facilities shall be required to obtain a franchise or license from the City. This subsection is not intended to limit the Districts' ability to contract with a qualified operator to maintain and operate the water and wastewater facilities.

g. A District may not annex any additional property located outside the Land into its boundaries without the prior written consent of the City.

h. At or before the time the Developer files a preliminary plat for areas of the Land that will be developed for commercial or multi-family uses, the Developer shall request that the City annex the area subject to the preliminary plat into the City limits. In the event that such area is not contiguous to the city limits, the Developer shall also request, or cause to be requested, a strip of land no less than ten feet in width that connects the area subject to the preliminary plat to the existing city limits. It is the intent of the parties that the areas of the Land that will be developed for commercial and multi-family uses will comply with the zoning regulations in effect at the time of development of such areas as if such areas were located in the city limits. Therefore, the Land contained within a preliminary plat subject to this Section 2.01.h shall be annexed and zoned prior to approval of the preliminary plat. A condition of concept plan approval shall be that the Land subject to this Section 2.01.h contained within the concept plan be annexed and zoned. The final plat shall comply with the requirements of the zoning district to which it is zoned. Subject to all the required notices and public hearings, it is the present intent of the City that it shall zone any undeveloped property within the Land within that District consistently with the land uses shown on the Master Land Plan, and shall zone all developed

property within the Land consistently with the land uses in existence on the date of the annexation.

Section 2.02 Filing of Budget and Audit Report. The District shall file a copy of its annual audit and a copy of its approved budget for each fiscal year showing projected expenses and revenues with the City Secretary and the City Manager of the City within thirty (30) days after approval by the District's Board of Directors.

Section 2.03 Annexation by City.

a. The Land lies within the city limits and ETJ of the City. The creation of the District and the City's consent thereto, are for the purpose of promoting the orderly development and extension of utility services to the Land.

b. In furtherance of the purposes of this Agreement, the Developer agrees, on behalf of itself, and its successors and assigns, and, upon a District's joinder in this Agreement, each District shall covenant and agree, to the extent allowed by law, that, except upon written consent of the City Council of the City, it shall not: (1) seek or support any effort to incorporate any of the Land, or any part thereof; or (2) advocate the circulation or signing of, or sign, join in, or direct to be signed, any petition seeking to incorporate any of the Land, or to include any of the Land within any incorporated entity other than the City,

c. The Developer and District further agree to support and cooperate with the City in the orderly annexation of the Land by the City, as provided in this Agreement. The Parties further agree that, if the Texas Legislature modifies or amends state law in a manner having the effect of limiting or curtailing the City's ability to annex the Land for full purposes in accordance with the provisions of this Agreement, that the purpose of this Agreement shall be frustrated, and the provisions of Article III shall apply; provided that, notwithstanding Article III, the City may in the sole discretion of the City Council, terminate this Agreement. The Developer agrees, on behalf of itself and its successors and assigns and, upon the Districts' joinder in this Agreement, the Districts will covenant and agree, that they will not seek or support, or cause to be sought or supported, legislation that causes any term of this Agreement to be ineffective, invalid, or unenforceable. To the extent allowed by law, the Developer and the Districts further agree that this Agreement shall control in the event of a conflict with current or future laws.

d. The Developer and District further agree:

(i) To support and cooperate with the City in the orderly annexation of the Land and by the City, as provided in the Agreement.

(ii) The City may annex a District within the Land as set forth in subsection f below.

(iii) All of the districts shall be lawfully created within five (5) years from the Effective Date of this Agreement.

(iii) All bonds and debt obligations issued by the District shall mature and be paid in full on or before thirty-five (35) years from the Effective Date of this Agreement.

(iv) Subject to the discretion of the City Council of the City, if a District and/or the Developer are not in compliance with the terms of the Agreement, the City may annex that District and the Land at anytime prior to the expiration of the periods set forth in this section in compliance with state law.

e. Prior to annexation of a District, the City, in the discretion of the City Council, and if requested by that District, may negotiate with the District a strategic partnership agreement pursuant to Texas Local Government Code Section 43.0751, under which the District shall become a limited district which owns and maintains the parks and amenities located in the District, with the ability to enforce restrictive covenants. It is acknowledged that creation of a limited district, with separate taxing authority from that of the City, shall require approval by the voters in that District. In the event such an agreement is proposed, the District shall give reasonable public notice, and all public notice required by law, to the residents of the District. Any limited district that is created shall be obligated to file its annual budget and audit with the City, and comply with the applicable terms and provisions of this Agreement, in the same manner as is provided for a District .

f. The City retains the unilateral discretion to decide whether to annex or dissolve a District, in whole or in part, provided that the City agrees that, if it makes such decision to annex or to dissolve a District, in whole or in part, the City shall do so only in the event of an uncured default by the Developer and/or the District; otherwise, the City may annex or dissolve that District in compliance with state law, no earlier than the earlier to occur of one of the following events: (i) fifteen (15) years after the Effective Date of this Agreement; (ii) ten (10) years after the date that the District first issues bonds; (iii) at least ninety percent (90%) by dollar amount of the total park, road, water, wastewater and drainage facilities for which the Districts bonds may be authorized ("requisite percentage of District facilities") have been constructed or (iv) Developer has been fully reimbursed by that District for such requisite percentage of the District's facilities in accordance with the rules of TCEQ. The annexation process may be completed and a District included within the corporate boundaries of the City at any time permitted above. Unless a limited district is created as set forth above, the District shall be dissolved on the date and in the manner specified in the City ordinance completing such annexation, but in no event more than 90 days after the effective date of such annexation. Upon the dissolution of a District, the City shall immediately succeed to all properties, powers, duties, assets, debts, liabilities, and obligations of that District.

ARTICLE III. FRUSTRATION OF PURPOSE

Section 3.01 Frustration of Purpose.

a. If any word, phrase, clause, sentence, paragraph, section or other part of this Agreement is modified in whole or in part as a result of valid, retroactive, mandatory and material modifications or amendments to the underlying statutory authority for this Agreement and such modifications or amendments also limit the City's Charter authority for this Agreement, or a final judicial decree for which all appeals have expired or been exhausted imposes or results in a material limitation on the authority for this Agreement, then the parties agree and understand that the purpose of this Agreement may be frustrated. It is specifically provided that it shall be an incurable default by Owner, if the Owner or any entity or person in privity with the Owner lobbies, advocates or seeks legislation that is inconsistent with the Authority for, or the terms of,

this Agreement, and the Owner thereafter attempts to rely upon or claim the benefits of such legislation with respect to this Agreement.

b. If one Party contends that a frustration of purpose has occurred as described in Section 2.03.c., that Party shall notify all other Parties in writing of the alleged frustration of purpose and the factual and legal basis for that claim.

c. The Parties agree that upon receipt of notice of an alleged frustration of purpose, the Parties shall meet and confer and attempt to amend or revise the Agreement to accomplish to the greatest degree practical the same purpose and objective of the portions of this Agreement affected by the frustration of purpose.

d. If the Parties cannot agree within ninety (90) days of one Party notifying the other Parties in writing of an alleged frustration of purpose to a mutually agreeable amendment or revision to this Agreement, any Party may thereafter file a court action within thirty (30) days of such notice, seeking a declaration that a frustration of purpose has occurred. If no Party files such an action within thirty (30) days as described above, then no frustration of purpose shall have occurred, and this Section 3.01 shall be inapplicable unless and until any Party sends another notification pursuant to Section 3.01.c.

e. If a court of competent jurisdiction issues an order, which becomes final because of the exhaustion of all appellate rights ("Final Order"), and which Final Order adjudicates that the Agreement has had its purpose frustrated; then the Parties shall attempt for ninety (90) days to amend or modify this Agreement to the extent necessary to address the frustration of purpose declared by the Final Order. The Parties agree that they shall attempt to amend or revise this Agreement to the greatest degree practical to accomplish the same purpose and objective of the part of this Agreement that has been frustrated as declared by the court or arbitration panel. If the Parties cannot agree on any such amendment or revision within ninety (90) days from the date of the Final Order, then any Party may:

(i) Terminate this Agreement, and this Agreement shall no longer apply to those portions of the Land that have not been annexed by the City. It is the intent of the Parties that, to the extent allowed by law, the portions of the Land that have not been annexed and to which this Agreement ceases to apply shall return to their jurisdictional status as the property existed on the date immediately prior to the Effective Date of this Agreement.

(ii) Notwithstanding Section 3.01.e.(i) above, any portion of the Land that has not yet been annexed, but for which wastewater service has been made available or for which wastewater service is planned and for which a contract has been awarded for construction of infrastructure to provide wastewater service to that portion of the Land, the City may annex such areas after termination of this Agreement pursuant to this Section 3.01; and

(iii) If this Agreement is not terminated by any Party within sixty (60) days after such ninety (90) day post final judgment, amendment or revision period, the City may, at its sole option, proceed to annex for full purposes those portions of the Land that have not been previously annexed for full purposes.

ARTICLE IV. ISSUANCE OF BONDS

Section 4.01 Purposes. A District may issue bonds or notes for the purposes of the purchase, construction, acquisition, repair, extension, and improvement of land, easements, works, improvements, facilities, plants, equipment, and appliances, or contract rights, necessary to (a) provide a water supply for municipal uses, domestic uses, and commercial purposes; (b) collect, transport, process, dispose of, and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state; (c) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District; (d) pay those expenses authorized pursuant to Section 49.155 of the Texas Water Code; (e) design, acquire, construct, finance, and convey thoroughfares, arterial or collector roads to the County for operation and maintenance as authorized pursuant to Section 54.234 of the Texas Water Code; and (f) develop and maintain park and recreational facilities as authorized pursuant to Subchapter N of Chapter 49 of the Texas Water Code. A District may reimburse the Developer in amounts and for purposes only as authorized by TCEQ rules and regulations.

Section 4.02 Notice to City. A District may issue bonds and notes, including bond anticipation notes and revenue notes, only after notifying the City of its intention to do so at least thirty (30) days prior to the anticipated date of execution of the proposed bond or note purchase agreement.

Section 4.03 Notice of Bond Sale. Except as provided in Section 4.06, at least 30 days before submission of an application for the approval of a District's issuance of any bonds, to the Commission or its successor agency, the District will deliver a notice to the City containing: (a) the amount of bonds being proposed for issuance; (b) a description of the projects to be funded by the bonds; and (c) the date that the bonds will finally mature and be paid in full. For bonds not subject to City review or approval described in Section 4.06, at least seven days before submission of an application for approval of the issuance of the bonds to the Attorney General, the District will deliver a notice to the City containing (a) the amount of the bonds being proposed for issuance; (b) a description of bonds to be refunded; and (c) the expected debt service savings.

Section 4.04 Submittal of Bond Application. No later than five days after the filing of any bond application with the Commission, the District will provide the application to the City. The City may object to any bond issue which does not comply with the terms of this Article or if the District is otherwise in default with respect to any other term of this Agreement (a "City Objection").

Section 4.05 Bond Objections. Any City Objection must (a) be in writing, (b) be given to the District within 30 days from the date of the City's receipt of a District's notice under Section 4.03 of this Agreement; (c) be signed by the city manager or finance director of the City, and (d) specifically identify the non-compliance or default. If a City Objection is made, the City and the District will use good faith efforts to resolve the City Objection within a reasonable time, and the District will not proceed with the sale of the Bonds to which the City Objection applies until the City Objection has been cured or waived.

Section 4.06 Sale of Bonds or Notes. A District shall proceed to obtain the necessary authorization for issuance of its bonds or notes for the financing of the purchase or construction of its park, road, water, wastewater and drainage facilities prior to or simultaneously with the issuance of bonds or notes for any other purposes. Bonds or notes for financing District facilities must be amortized over a period of time that does not exceed a period that expires on or before

thirty-five years from the Effective Date of this Agreement. Anything in this Article IV to the contrary notwithstanding, no City review or approval shall be required in connection with: (a) an advance bond or note refunding which (1) has a final maturity no longer than the final maturity on the refunded bonds or notes, (2) shall achieve a net present value savings of at least three percent (3%), and (3) has savings which are substantially or fairly uniform over each maturity of bonds or notes being refunded; or (b) any current bond or note refunding which (1) has a final maturity no longer than the final maturity on the refunded bonds or notes, (2) shall achieve a net present value savings, and (3) has savings which are substantially or fairly uniform over each maturity of bonds or notes being refunded. It is specifically agreed that a District's bonds or notes, when issued, may be secured by a pledge of the District's taxes and/or revenues, as required by market conditions at the time of issuance.

Section 4.07 Official Statements. Within 30 days after a District closes the sale of any series of Bonds, the District will deliver a copy of the final official statement for such bonds to the City. If the City requests any additional information regarding a District's bonds, the District will promptly provide such information as it has in its files to the City at no cost to the City, but the District will not be required to create any additional schedules or information that is not already available.

Section 4.08 Other Funds. A District may use funds and assets from any other available, lawful sources to provide for such acquisition, ownership, maintenance and operation, as well as to accomplish any purpose or to exercise any function, act, power or right authorized by law. Such funds and assets must include, without limiting the generality of the foregoing, revenues from any of the systems, facilities, properties and assets of that District not otherwise committed for the payment of indebtedness of the District; maintenance taxes; loans, gifts, grants and donations from public or private sources; and revenues from any other source lawfully available to a District.

ARTICLE V. MASTER LAND PLAN AND INFRASTRUCTURE

Section 5.01 Land Use. The Land shall be developed in compliance with the City Rules, this Agreement and pursuant to the Master Land Plan, as it may be amended from time to time, and Preliminary Plats that have been approved by the Planning & Zoning Commission of the City. All development within the Land shall comply with the density and number of acres proposed for each type of land use set forth in this Agreement and the Master Land Plan. The Land not proposed for multi-family or commercial uses may be developed with the densities and the uses shown on the Master Land Plan. All development within the Land shall also comply with the City Rules. Developer proposes that the Land shall be developed in phases, and the Developer plans to create, activate, develop and build-out the Districts in a progressive and orderly manner, as approved by the City. The Developer shall provide community trails and parks and recreational facilities within the Land. Such facilities, if constructed, shall be conveyed to, operated, and maintained by the Districts.

Section 5.02 Timely Completion of Infrastructure. Developer currently intends to develop the Land based on market demand and conditions. Development will be completed as and when Developer determines it to be economically feasible, provided that timing and market constraints will not authorize, excuse or permit the Developer failing to complete construction of any phase or section of District facilities and infrastructure once construction is started, or after an area is

cleared for development. If clearing begins for a District facility or infrastructure (the "Infrastructure"), the Infrastructure must be installed, constructed, and completed in compliance with the City Rules within two years. If Developer commences construction of Infrastructure but subsequently fails to complete construction within two years, Developer will be presumed to have abandoned the Project, and the City, at its option, may

a. Terminate this Agreement; and

b. Revoke its authorization for the issuance of the balance of the District's unissued bonds and dissolve the District at that time; however, if construction is in progress, in good faith, at the expiration of the two-year period, the City may postpone dissolution of the District, and the corresponding revocation of authority to issue bonds, provided that if Developer subsequently fails to progress with the completion of the Infrastructure for a period of two years, Developer shall be presumed to have abandoned such construction and the City may dissolve the District and revoke its authorization for the issuance of the balance of the District's unissued bonds at that time.

Section 5.03 Landowner's Right to Continue Development. In consideration of the Developer's agreements hereunder, the City agrees that it shall not, during the term of this Agreement, impose or attempt to impose (a) any moratorium on building or development within the Land or (b) any land use or development regulation that limits the rate or timing of land use approvals, whether affecting preliminary plats, final plats, site plans, building permits, certificates of occupancy or other necessary approvals, within the Land, except and unless the moratorium is mandated by an agency of the State of Texas or the United States, or is applicable to the City in its entirety. The City shall not, however, be in default based upon the imposition of temporary moratoria due to an emergency constituting an imminent threat to the public health or safety, provided that any such moratorium shall continue with respect to the Land only during the duration of the emergency.

Section 5.04 Review/Submittal Fees. Developer agrees to timely pay the City's standard plat application fees, plan review fees and inspection fees and such other fees as set forth in the City's Rules.

ARTICLE VI. UTILITY PERMITS, CONSTRUCTION, OPERATION

Section 6.01 Request for Permits.

a. The Developer shall process all applications to be filed with TCEQ for approval of the Wastewater Permit to allow for treatment of wastewater generated by the Project at the Wastewater Treatment Plant and subsequent disposal of the treated effluent on the Land or via discharge. The timing of filing of the Wastewater Permit shall be determined by the Developer in his sole discretion. The reasonable cost and expense of such applications and of the related hearings shall be paid by the Developer subject to any reimbursements by the District to the extent allowed by TCEQ rules or regulations and subject to the approval of the City, which shall not be unreasonably withheld.

b. After Developer or Master District has obtained the Wastewater Permit, the City may request, and the Master District shall provide the City, out of district wastewater for a

maximum of 1740 LUEs within the South San Gabriel Service Area. To exercise this right the City must give written notice to the Developer and Master District and include the quantity of wastewater that will be treated, the date upon which service will be needed, the location where the wastewater will be generated and a general description of the proposed development. The Master District and Developer will determine the amount of additional wastewater treatment capacity that must be added to the Wastewater Permit and the estimated cost of construction of any improvements to or expansion of the Wastewater Treatment Plant that will be needed to provide the requested service. Within thirty days of the City's request, the Master District and Developer will notify the City of the estimated wastewater treatment capacity increase and the estimated costs to amend the Wastewater Permit and design and bid the necessary improvements to and expansion of the Wastewater Plant. The Master District and Developer will provide the City with all records supporting the cost estimates and actual costs incurred by the Master District and Developer under this subsection within a reasonable time upon written request by the City. If the City desires to proceed, it must deposit, or cause to be deposited, with the Master District funds sufficient to cover the reasonable cost of preparing, filing and processing the amendment to the Wastewater Permit and to design and bid the Wastewater Plant expansion and improvements, which shall be competitively bid in compliance with Chapter 49, Subchapter I, Texas Water Code, as amended from time to time. Upon the City depositing the required funds, the Master District or Developer, as appropriate, shall promptly execute those agreements necessary to design the Wastewater Plant expansion and diligently pursue the Wastewater Permit amendment. Upon issuance of the amendment to the Wastewater Permit and before a contract for construction is executed, the City shall deposit, or cause to be deposited, with the Master District funds sufficient to pay for the expansion and improvement of the Wastewater Treatment Plant to provide the requested service. Upon the City depositing the required funds, the Master District or Developer, as appropriate, shall diligently pursue completion of the Wastewater Treatment Plant expansion and improvements within a reasonable time. The City shall pay, or cause to be paid, all necessary and reasonable expenses incurred by the Developer or the Master District to apply for and process the amendment to the Wastewater Permit and construct the improvements or expansion of the Wastewater Treatment Plant and any facilities for disposal or discharge of the treated effluent to provide the requested service, and any excess funds deposited by the City shall be promptly refunded to the City upon final completion of the construction. Upon City exercising this right, paying the funds required by this Section to be paid by the City, issuance of the Wastewater Permit amendment, and completion of all improvements necessary to provide the requested service, the City shall own the number of LUEs of capacity in the Wastewater Treatment Plant that is purchased by the City under this Section. Except as specifically set forth in this Agreement, the City shall be responsible for all reasonable costs necessary for the City to receive service under this subsection.

c. Provided the application for the Wastewater Permit, or amendment, and the Wastewater Treatment Plant are in compliance with this Agreement and a draft permit has been issued by TCEQ, the City shall not oppose, protest or otherwise take or promote any position in opposition to the Developer's or Master District's application for the Wastewater Permit or any amendment of the Wastewater Permit, including an application to discharge treated effluent, necessary to provide wastewater service to the South San Gabriel Service Area.

Section 6.02 Out of District Wastewater Service.

a. Upon issuance of the Wastewater Permit and completion of construction of the Wastewater Treatment Plant, the Districts shall provide wastewater treatment and disposal

service to the Land, including areas located outside the Districts; provided that approval by the City Council of the City shall be required if such areas are outside the boundaries of the Land but within the corporate limits or extraterritorial jurisdiction of the City.

b. After issuance of the Wastewater Permit and upon City's compliance with the limitations, requirements and conditions set forth in this Agreement, the Districts shall provide wastewater treatment and disposal service for domestic wastewater to the South San Gabriel Service Area in accordance with this Agreement. The Districts shall not be obligated to treat non-domestic wastewater under any circumstances. For the purposes of this Agreement, non-domestic wastewater means wastewater that requires pretreatment or that is produced from industrial sources. Only wastewater that is amenable to biological treatment may be passed through to or received by the Districts' Wastewater System. The Districts may, from time to time, establish, revise, and provide to the City a list of wastes that are not admissible to the Districts' wastewater collection system under applicable regulatory requirements.

c. The District will ensure that the Wastewater Treatment Plant site shown on the Master Land Plan is sufficiently sized to allow construction of improvements or expansions of the Wastewater Treatment Plant to serve the maximum 1740 LUEs generated within the South San Gabriel Service Area and 3742 LUEs generated within the Land.

d. If, upon full build-out of the Land, the Wastewater Treatment Plant is capable of providing service in addition to the 1740 LUE's, whether due to lower than anticipated service requirements, higher than anticipated irrigation rates or other factors, the District agrees to cooperate with the City to enable the City to utilize such excess capacity to provide service to additional areas outside the boundaries of the Land; however, any additional costs or expenses associated with providing any additional service will be borne solely by the City or its customers outside of the Land. If such excess capacity exists, the City may purchase such capacity by reimbursing the District for the cost to permit, design and construct such capacity on a pro rata basis to be negotiated before the City begins to construct the facilities necessary to connect to the Wastewater Treatment Plant.

Section 6.03 Cost Sharing for Wastewater Treatment Plant. Developer or the Master District shall be responsible for financing and constructing the Wastewater Treatment Plant with adequate capacity to serve the Districts and the Land at full build out. The Wastewater Treatment Plant shall be constructed, installed, operated and maintained in compliance with all applicable local, state and federal laws, rules, codes and regulations, good engineering practices, and plans and specifications approved by the City Engineer, which shall not be unreasonably withheld. The City shall be responsible for financing, or arranging financing for, any permit amendments for or expansions or improvements to the Wastewater Treatment Plant that are necessary to provide wastewater service for the South San Gabriel Service Area. Neither the Developer nor the Districts, including the Master District, are required to fund or incur any expense associated with the construction of facilities, including any construction or expansion of the Wastewater Treatment Plant or the acquisition of any permits or permit amendments, necessary to provide wastewater service to the South San Gabriel Service Area. In addition, neither the Developer nor the Districts, including the Master District, are required to provide any property for land application of wastewater effluent generated within the South San Gabriel Service Area. If the City exercises its right to have the permit amended and the Wastewater Treatment Plant expanded as provided in Section 6.01(b) above, the City shall have a prorata share in the ownership of the capacity in the Wastewater Treatment Plant equal to the percentage

obtained by dividing the number of LUEs capacity purchased by the City by the total capacity of the Wastewater Treatment Plant expressed in LUEs, as expanded. The Developer and the District shall further cooperate fully with the City, at the City's expense, in locating, installing, constructing, and oversizing any lines, pipes or facilities that may be reasonably required to transport the City's prorata share of the Wastewater Treatment Plant capacity from the plant site to the site selected by the City for disposal of the effluent.

Section 6.04 Construction of On-Site Facilities.

a. The Developer or the Districts shall construct all On-Site Facilities that are necessary to serve the Land, including the water system and all piping, valves, and hydrants within designated easements or rights of way up to each customer's side of the meter and the wastewater system and all piping, manholes, and lift stations.

b. The On-Site Facilities shall be constructed, installed, operated and maintained in compliance with all applicable local, state and federal laws, rules, codes and regulations, good engineering practices, and plans and specifications approved by the City Engineer, which shall not be unreasonably withheld.

Section 6.05 Construction of Off-Site Facilities.

a. The Developer or the Districts shall be responsible for the construction of the Off-Site Facilities that are necessary to serve the Land within the Districts, including but not limited to, the water system, including all piping, valves, and hydrants; and the wastewater system, including all piping, manholes, and lift stations.

b. The Off-Site Facilities shall be designed in accordance with the City Rules and requirements as well as those of any other governmental agency with jurisdiction, including CTSUD. The Off-Site Facilities shall be constructed, installed, operated and maintained in compliance with all applicable local, state and federal laws, rules, codes and regulations, good engineering practices, and plans and specifications approved by the City Engineer, which shall not be unreasonably withheld.

Section 6.06 Reimbursement of Costs for Facilities and Infrastructure. A District may reimburse the Developer for its cost of design and construction of any On-Site Facilities and the Wastewater Treatment Plant constructed by the Developer on behalf of that District, any costs incurred with transportation of effluent in Section 6.07, any costs incurred with respect to alternative disposal of effluent in Section 6.08, and costs incurred for construction of roads, and Off-Site Facilities each to the extent authorized by TCEQ, this Agreement, and applicable statutes. To the extent the District is not permitted to reimburse the Developer for any On-Site Facilities, the Wastewater Treatment Plant, roads, or the Off-Site Facilities the Developer shall dedicate such facilities or infrastructure to the District without compensation.

Section 6.07 Ownership, Operation and Maintenance of Facilities.

a. The On-Site Facilities located within the boundaries of a District must be conveyed to the District at the time that District issues bonds and reimburses the Developer for the costs of such On-Site Facilities. Thereafter, the On-Site Facilities, to the extent permitted by

law, shall be owned and operated by the District. The Districts must own, operate and maintain the On-Site Facilities, Off-Site Facilities, and the Wastewater Treatment Plant.

b. Upon the termination of this Agreement, or at such earlier time after completion of the Wastewater Treatment Plant that the Master District or Developer may select, the District shall give the City the right of first refusal to own, operate, and maintain the Wastewater Treatment Plant, the Off-Site Facilities, and the On-Site Facilities (the "Wastewater System"). The Master District or Developer shall give the City notice of its right to exercise the right of first refusal by tendering to the City, in writing and at no cost, ownership and operational responsibility of the Wastewater System (the "Tender"). From the date of Tender, the City shall have a six month due diligence period, during which period the Master District and Developer shall make available to the City all records of the Wastewater System, and Master District and Developer shall afford the City and its consultants full physical access to the Wastewater System. At or prior to the expiration of the due diligence period, the City shall notify Developer, in writing, of the City Council's decision to accept or not to accept the Tender. If the City timely accepts the Tender, it shall be obligated to employ qualified operating personnel, either as City employees or as independent contractors, to accept operational responsibilities from the Developer. Upon confirmation of the City's employment of qualified personnel, Developer shall promptly convey the Wastewater System and to the City by a limited warranty deed and other appropriate documentation. The Developer shall further promptly convey to the City the Wastewater Permit and any other licenses, permits, and certificates associated with the Wastewater Treatment Plant.

c. The District may sell or transfer the Wastewater System to a retail public utility or political subdivision to own, operate and maintain the Wastewater Treatment Plant, provided that the City has waived its option to own the Wastewater Treatment Plant under Section 6.07c, subject to the City's approval, which will not unreasonably be withheld. The City's approval shall be solely contingent upon the retail public utility or political subdivision executing a franchise with the City and an agreement acknowledging that the retail public utility or political subdivision is bound by Article VI of this Agreement.

Section 6.08 Effluent. The Developer and the Districts shall have the duty and obligation to dispose of the treated wastewater effluent generated by the Project for irrigation purposes on the Land or by discharge, as provided in the Wastewater Permit. The Developer shall be solely responsible for (i) all costs necessary to transport to and properly dispose of such treated wastewater effluent on the Land and (ii) obtaining all necessary regulatory approvals for the same, including any permits/amendments required for any expansions or changes. The City shall be solely responsible for (i) all costs necessary to transport and properly dispose of treated wastewater effluent resulting from wastewater generated within the South San Gabriel Service Area, including the costs of acquiring the property needed for disposal or the easements needed for discharge, and (ii) all costs of obtaining all necessary regulatory approvals for the same, including any permits/amendments required for any treatment and disposal of such effluent.

Section 6.09 Alternative Disposal. In the event the Wastewater Treatment Plant is not available for service prior to occupancy of any home on the Land, then the Developer shall have the right to install a storage tank in compliance with all local, state and federal requirements, and transport sewage in compliance with all local, state, and federal requirements, from the site until such Wastewater Treatment Plant is constructed or any regional wastewater line is available. Provided, however, that the Developer may use the "storage tank" as an alternative to the

Wastewater Treatment Plant for no longer than twelve (12) months from the date of occupancy of the first house and/or commercial structure constructed within the Land, which period may be extended by agreement of the Parties. Provided further, that the Developer shall disclose in writing to property owners and/or potential property owners of the possibility of the use of the "storage tank" before any property is conveyed out of the District and/or Developer.

Section 6.10 Regional System. If after completion of the ABG Segment, expected to occur no later than December 31, 2012, and provided that the permit for the Wastewater Treatment Plant has not been issued, the City, the Districts and the Developer determine that it is economical and feasible to extend a wastewater transmission line from the Land to the ABG Tract, the City shall discuss with Georgetown the feasibility of construction of such wastewater transmission main as part of a regional system ("Regional Wastewater System"). In the event such a Regional Wastewater System is developed, the Developer, the Districts, and such other parties as may ultimately be involved, may enter into an agreement as to cost participation on a pro rata basis with the Developer's and Districts' shares covering the point of service to the Land. In connection with any Regional Wastewater System, the Developer or the Districts shall dedicate such easements to the City within the Land as reasonably requested by and as identified by the City for extension of the wastewater line for upstream service.

ARTICLE VII.

ADDITIONAL AGREEMENTS BETWEEN THE DISTRICT AND THE CITY

Section 7.01 Additional Agreements. To the fullest extent not inconsistent with authority granted by state law, including, but not limited to, Chapt. 791, Tex. Gov't. Code, and Chapt. 49 and 54, Tex. Water Code, as amended, the District and the City further contract, covenant and agree as provided in this Article VII.

Section 7.02 Easement to the City. The District acknowledges the Easement that the Developer shall convey to the City pursuant to Section 2.01.f. of this Agreement; the Developer's agreement to grant and convey the Easement is lawful and an enforceable obligation of the Developer; and that the Easement shall be valid and legally enforceable when and as granted and conveyed.

Section 7.03 Use of Right-of-Ways. During the term of this Agreement, as defined in Section 1.01, the City shall have the right and obligation to administer, manage, regulate and control the use and the occupation by third parties of the public and private streets and rights of way within the Land, for the purpose of providing any service or product to adjoining or abutting property or to any other property within the Land or the City. No third party, other than a District or any retail water utility authorized applicable law to provide retail water service within the Land, shall use or occupy any public or private street or right of way within the Land for the purpose of providing any abutting, or adjoining property, or any other property within the City or the Land, with any utility service, public service, data, voice or video transmission service, cable television, taxi or solid waste collection service, or any similar service or product, without first having obtained a franchise or license from the City, except as specifically provided otherwise by state law. The City may require each such third party to obtain a franchise, license or permit from the City; pay franchise and license fees to the City; and, as applicable, pay the fees established and collected by the State of Texas to be payable in lieu of a franchise fee for the use and occupancy of the streets; and to cause such fees to be paid to the City under this Section 7.03. Franchise, license and use fees payable and paid by such third parties shall be the sole

consideration receivable by and payable to the City for the services to be provided by the City under this Section 7.03. Such fees and charges shall be the same fees and charges established by State law or by a franchise or license issued by the City for the use and occupancy of streets within the City by third parties. This section does not apply to water, sewer or drainage facilities that are constructed, installed, maintained or operated by or on behalf of the District, subject to the limitations set forth in Section 7.03a. The provisions of the City Charter of the City and the ordinances adopted pursuant thereto permitting the use and occupancy of public streets to enable a third party to provide services to the public and by this Agreement extended to and shall be applicable all public and private streets and right of way within the Land; provided that no amendment of such ordinance shall be applicable within the Land prior to a written consent being given by the Land. Notwithstanding Section 7.02 or this Section 7.03, the City shall have no responsibility or duty to adopt, establish or enforce any traffic codes within the Land, nor to design, construct, improve or repair any street or public right of way within the Land; provided that the City shall cause the above-referenced third parties to repair all cuts, excavations and damages by them to the streets and rights of way in accordance with City standards. The Districts are not responsible for enforcing this section, but if a Districts finds that any such above-referenced third party is using or occupying the streets and rights of way of the Land without prior notice to and authorization of the City, the District shall promptly notify the City, require such party to contact the City, and reasonably support the City's enforcement of this Section 7.03. A District shall use reasonable efforts to require any utility, telecommunications provider or service provider that is required by State law to report to a State agency the revenues it receives within the boundaries of a city and that provides service within the District, to report such revenues and services as being provided within the corporate limits of the City.

a. A franchise fee shall not be imposed on water, sewer or drainage facilities that are constructed, installed, maintained or operated by, on behalf of or for the benefit of the Districts; provided that any political subdivision or retail public utility, other than the District, that owns the water, wastewater, or drainage facilities shall be required to obtain a franchise or license from the City. This subsection is not intended to limit the Districts' ability to contract with a qualified operator to maintain and operate the water and wastewater facilities.

Section 7.04 Alternative Provisions if Section 7.03 Invalid. The terms and provisions of this Section 7.04 shall be and become in effect only if, and to the extent, Section 7.03 is held invalid by a competent court of last resort. If Section 7.03 above is so held invalid, then, in that event, the terms and provisions of this Section 7.04 shall automatically be and become in effect and applicable to the Section, contract, services, terms or conditions held invalid in Section 7.03.

a. The City is designated as the administrative agency responsible for providing, contracting for, administering and managing the services and functions provided for in this Section 7.04.

b. To the extent that the City's right does not conflict with Section 54.234 of the Texas Water Code as to road powers of a municipal utility district and reimbursement for costs of certain roads, the City shall have the right and obligation to administer, manage, regulate and control the use and the occupation by third parties of the public and private streets and rights of way within the Land, for the purpose of providing any service or product to the Land or to any other property within the Land or the City. No third party, other than a District or any retail water utility authorized by applicable law to provide retail water service within the Land, shall use or occupy any public or private street or right of way within the Land for the purpose of

providing to the Land, or any other property within the Land, with any utility service, public service, data, voice or video transmission service, cable television, taxi or solid waste collection service, or any similar service or product, without first having obtained a franchise or license from the City, except as specifically provided otherwise by state law.

(i) The City may require each such third party to obtain a franchise, license or permit from the City; pay franchise and license fees to the City; and, as applicable, pay the fees established and collected by the State of Texas to be payable in lieu of a franchise fee for the use and occupancy of the streets; and to cause such fees to be paid to the City. Franchise, license and use fees payable and paid by such third parties shall be the sole consideration receivable by and payable to the City for the services to be provided by the City under this Section 7.04. Such fees and charges shall be the same fees and charges established by State law or by a franchise or license issued by the City for the use and occupancy of streets within the City by third parties. The provisions of the City Charter of the City and the ordinances adopted pursuant thereto permitting the use and occupancy of public streets to enable a third party to provide services to the public are, by this Agreement, extended to and shall be applicable to all public and private streets and right of way within a District.

(ii) Notwithstanding the foregoing, the City shall have no responsibility or duty to adopt, establish or enforce any traffic codes within the Land, nor to design, construct, improve or repair any street or public right of way within the Land; provided that the City shall cause the above-referenced third parties to repair all cuts, excavations and damages by them to the streets and rights of way in accordance with City standards. A District is not responsible for enforcing this section, but if it finds that any such above referenced third party is using or occupying the streets and rights of way of the District without prior notice to and authorization of the City, the District shall promptly notify the City, require such party to contact the City, and reasonably support the City's enforcement of this Section 7.04. A District shall use reasonable efforts to require any utility, telecommunications provider or service provider that is required by State law to report to a State agency the revenues it receives within the boundaries of a city and that provides service within the District, to report such revenues and services as being provided within the corporate limits of the City.

(iii) A franchise fee shall not be imposed on water, sewer or drainage facilities that are constructed, installed, maintained or operated by, on behalf of or for the benefit of the Districts, subject to the limitations set forth in Section 7.03a.

c. The initial term of the agreements set forth in this Section 7.04 shall begin on the respective date, or dates, that Section 7.03 is finally held invalid by a competent court of last resort and in such event, shall extend from such date to the next following September 30th (the "Initial Term"). From and after the Initial Term, the covenants and agreements set forth in this Section 7.04 shall be, respectively and individually, renewable annually, for a term of one year each, effective as of the first day of October of each year (the "Extended Term"), by the City and the District continuing to accept the benefits of the subsections of this Section 7.04, and providing for the same in their respective budgets or operating plan. Either the City or the District may terminate any covenant or agreement set forth in this Section 7.04 by giving one hundred eighty (180) days written notice of termination to the other party.

Section 7.05 Failure to Comply with Franchise Provisions. Notwithstanding any other term or provision of this Agreement whatsoever, if a District shall legally challenge, or fail or refuse

to continue in effect or comply with, Section 7.03 or Section 7.04, or, such Section 7.03 or Section 7.04 having been held invalid by a competent court of last resort, shall fail to renew, extend or continue in effect the terms and provisions of any subsection or part of Section 7.04, or shall default in performance and fail or refuse to cure such default within ninety (90) days, or shall otherwise terminate any services or authority of the City under Section 7.03 or Section 7.04, the City may, by giving one hundred and eighty (180) days written notice and opportunity to cure to the District at anytime thereafter, annex, abolish and dissolve the District.

Section 7.06 Additional Terms and Provisions. The terms and provisions of this Article VII are in addition to and not in lieu of the rights and authority of the City pursuant to the Easement referenced and described in Section 2.01.f.

Section 7.07 Execution of Agreement. Notwithstanding any other term or provision of this Agreement whatsoever, if a District does not execute and deliver this Agreement within three (3) calendar months after the date the District is created and the initial directors qualify to serve, this Agreement shall terminate and expire with respect to that District, and the City may dissolve any District that fails to execute this Agreement.

ARTICLE VIII. AUTHORITY

This Agreement is entered into under the statutory authority of Section 54.016 of the Texas Water Code and Sections 42.042 and 212.172 of the Texas Local Government Code. Subject to compliance with the terms of this Agreement, the Parties intend that this Agreement guarantee the continuation of the extraterritorial status of the some of the Land; authorize certain general uses and development on the Land; provide for infrastructure for the Land; specify the uses and development of the Land after annexation; and provide other lawful terms and considerations relating to the Land.

ARTICLE IX. TERM, ASSIGNMENT AND REMEDIES

Section 9.01 Term.

a. As between the City and the Developer, the term of this Agreement shall commence on the Effective Date and continue for forty (40) years thereafter, subject to Section 7.07, and unless terminated on an earlier date under other provisions of this Agreement or by written agreement of the City and the Developer. Upon the expiration of such forty (40) year period, this Agreement may be extended, at the Developer's request and with each then existing District's approval and with City Council approval.

b. As between the City and a District, the term of this Agreement shall commence on the date that the District's Board of Directors executes this Agreement, and the District is thereby considered to join this Agreement as a party and shall continue as such for a term that expires forty (40) years after the Effective Date, subject to compliance with the terms of this Agreement, unless the District is annexed by the City on an earlier date. To evidence its joinder to this Agreement, a District shall approve and execute this Agreement on the day a quorum of the Board of Directors qualifies for office and the Board conducts its first meeting and shall provide a copy of the signed Agreement to the City and to the Developer; provided, however,

that the Board of Directors' failure to approve and execute or provide a copy of the Agreement to the other Parties on the date set forth above shall not nullify the District's joinder to this Agreement.

Section 9.02 Assignment.

a. The rights and obligations of the Developer under this Agreement may only be assigned by the Developer to a subsequent developer of all or a portion of the Land with the City's prior written consent, which will not be unreasonably withheld. Any such assignment shall only be effective if it is in writing, specifically sets forth the assigned rights and obligations, is approved by the City Council of the City, is executed by the assignee, and an executed copy is delivered to the City. The Developer is specifically authorized to assign or partially assign this Agreement as to the land within a District to that District upon its creation, provided that the City is immediately notified, in writing, of such assignment. Notwithstanding anything in this section, the Developer may assign this Agreement to an affiliated entity without the need for the City's prior written consent, but the Developer shall immediately notify the City of the assignment.

b. This Agreement is not intended to be binding upon, or create any encumbrance to title as to any ultimate consumer who purchases a fully developed and improved lot within the Land; provided, however, that every grantee shall be put on notice and take the property subject to the City's rights set forth herein, including but not limited to, annexation, City development standards, City easements, City franchises, and other agreements referenced herein.

Section 9.03 Remedies.

a. In the event of default by any party, a non-defaulting party may give the defaulting party written notice specifying the default (the "Notice"). If the defaulting party fails to fully cure any default that can be cured by the payment of money ("Monetary Default") within thirty (30) days after receipt of the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within thirty (30) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, then the other party shall be entitled to a proper writ issued by a court of competent jurisdiction compelling and requiring the defaulting party to observe and perform the covenants, obligations and conditions described in this Agreement or such non-defaulting party may pursue any remedy available at law or in equity; however, any such remedy shall not revoke the City's consent to the creation of the District.

b. In the event of a default of Section 2.01.b or 2.01.c or any provision of this Agreement related to the location of commercial and multi-family development on the Land, the City may order the discontinuance of building or development that is contrary to this Agreement by issuing stop work orders in accordance with the City Rules. The City Rules related to stop work orders shall apply to the Land. If Developer or a District does not commence the cure of a default of Section 2.01.b. or 2.01.c or any provision of this Agreement related to the location of commercial and multi-family development within 30 days of the earlier of the issuance of the stop work order or Notice and diligently pursue such cure to completion, then such failure shall constitute the property owner's and the District's consent to the City annexing the District subject to the default.

c. The non-defaulting party may employ attorneys to pursue its legal rights and if it prevails before any court or agency of competent jurisdiction, the defaulting party shall be obligated to pay all reasonable expenses incurred by the non-defaulting party, including reasonable attorneys' fees pursuant to Section 271.159 of the Texas Local Government Code.

Section 9.04 Cooperation.

a. The City, the Developer, and the District each agree to execute such further documents or instruments as may be reasonably necessary to evidence their agreements hereunder.

b. The City agrees to cooperate with Developer, at Developer's expense, in connection with any reasonably appropriate waivers, permits or approvals Developer may need or desire from any regulatory authority other than the City in order to carry out the Project.

c. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken hereunder, the City, the Developer, and the Districts agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution in their respective rights and obligations under this Agreement. Developer and Districts shall assume the all costs associated with their and the City's defense of the claim and will not seek reimbursement from the City for such costs.

ARTICLE X. MISCELLANEOUS PROVISIONS

Section 10.01 Notice. Any notice or other communication given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the party to be notified and with all charges prepaid; (iii) by personally delivering it to the party, or any agent of the party listed in this Agreement, or (iv) by facsimile with confirming copy sent by one of the other described methods of notice set forth above. Notice by United States mail shall be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner shall be effective only when received. For purposes of notice, the addresses of the Parties shall, until changed as provided below, be as follows:

City: City of Leander, Texas
200 W. Willis Street
Leander, Texas 78641
Attn: City Manager
Fax: (512) 528-2831

With Copies to: Knight and Partners
223 W. Anderson Lane, Suite 105-A
Austin, Texas 78752
Attn: Barney L. Knight
Phone: (512) 323-5778
Fax: (512) 323-5773

Developer:

Barkley Wedemeyer
5773 Woodway #207
Houston, Texas 77057
Phone: (713) 781-6664
Fax: (713) 783-6466

With copies to:

John J. Carlton
Armbrust & Brown, L.L.P.
100 Congress Avenue, Suite 1300
Austin, Texas 78701
Phone: (512) 435-2308
Fax: (512) 435-2360

The Parties may change their respective addresses to any other address within the United States of America by giving at least five (5) days' written notice to the other Parties. The Developer and the Districts may, by giving at least five (5) days' written notice to the City, designate additional parties to receive copies of notices under this Agreement.

Section 10.02 Severability; Waiver.

a. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the Parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid or enforceable provision as is possible.

b. Any failure by a party to insist upon strict performance by the other party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision, and such party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 10.03 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement are governed by the laws of the State of Texas. Venue shall be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 10.04 Entire Agreement. This Agreement contains the entire agreement of the Parties and includes the other agreements referenced herein. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Parties. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 10.05 Exhibits, Headings, Construction and Counterparts. All schedules and exhibits referred to within or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them have been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of

construction that any ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute the same instrument. This Agreement shall become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

Section 10.06 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day shall be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

Section 10.07 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws of the Developer. Pursuant to the requirements of Section 212.172(c)(4) of the Texas Local Government Code, this Agreement, and all amendments to this Agreement, shall be recorded in the Official Public Records of Williamson County, Texas.

Section 10.08 Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A – Metes and Bounds Description of the Land

Exhibit B – Map of Areas to be included in Districts

Exhibit C – Easement

Exhibit D – Master Land Plan

Exhibit E – South San Gabriel Service Area Map

Exhibit F – District Consent Resolution

Exhibit G – Watson Tract Map

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

CITY OF LEANDER, TEXAS

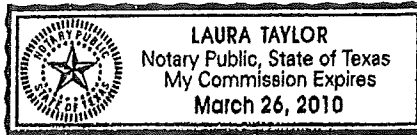
By: [Signature]
Printed Name: John D. Cannon
Title: Mayor
Date: Dec. 30, 2008

ATTEST: [Signature]
Printed Name: Debbie Hulse
Title: City Secretary

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the 30th day of Dec 2008, by John D. Cannon Mayor of the City of Leander, Texas, on behalf of the City.

[Signature]
Notary Public Signature



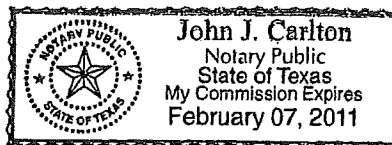
[Signature]
HOWARD BARKLEY WEDEMEYER

Date: December 5, 2008

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the 5th day of Dec. 2008, by Howard Barkley Wedemeyer on behalf of _____

[Signature]
Notary Public Signature



LEANDER MUNICIPAL UTILITY DISTRICT
NO. 1

By: [Signature]
Printed Name: Will Withers
Title: President, Board of Directors
Date: 10/24/13

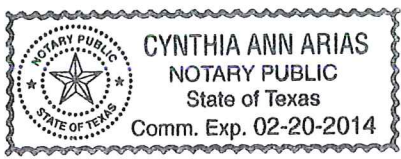
ATTEST.

By: [Signature]
Printed Name: Gene Calabro
Title: Secretary, Board of Directors
Date: October 24, 2013

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the 24th day of October 2013 by
Will Withers, President and Gene Calabro, Secretary on
behalf of Leander Municipal Utility District No. 1

[Signature]
Notary Public Signature



LEANDER MUNICIPAL UTILITY
DISTRICT NO. 2

By: *Charles Walters*
Printed Name: Charles Walters
Title: President, Board of Directors
Date: October 24, 2013

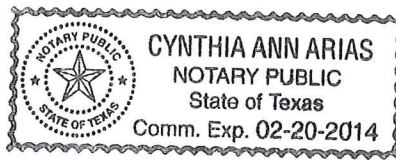
ATTEST:

By: *Thomas Beier*
Printed Name: Thomas Beier
Title: Secretary, Board of Directors
Date: October 24, 2013

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the 24th day of October 2013 by
Charles Walters, President, and Thomas Beier, Secretary,
behalf of Leander Municipal Utility District No. 2, on

Cynthia Ann Arias
Notary Public Signature





LEANDER MUNICIPAL UTILITY
DISTRICT NO. 3

By: Marsha Adams
Printed Name: Marsha Adams
Title: President, Board of Directors
Date: October 24, 2013

ATTEST:

By: Shalene Conrad
Printed Name: Shalene Conrad
Title: Secretary, Board of Directors
Date: October 24, 2013

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me the 24th day of October 2013,
by Marsha Adams, President, and Shalene Conrad, Secretary
on behalf of Leander Municipal Utility District No. 3

Cynthia Ann Arias
Notary Public Signature

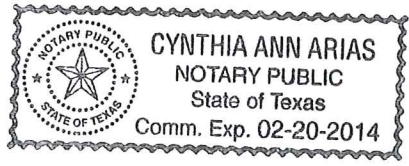


EXHIBIT A

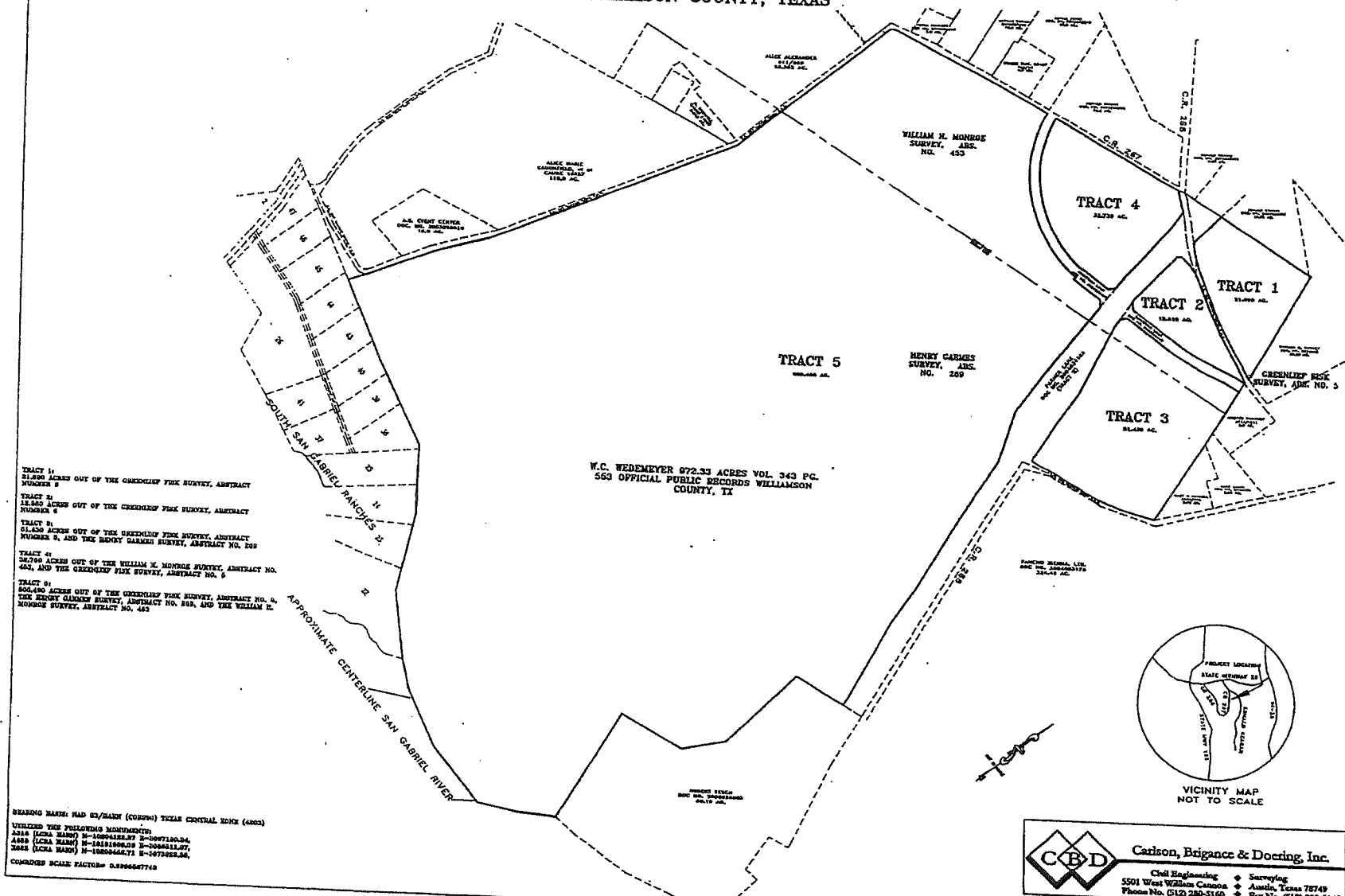
Metes and Bounds Description of Land

EXHIBIT A

Approximately 923.94 acres of land, more or less, out of and a part of the Greenlief Fisk Survey, Abstract No. 5, situated in Williamson County, Texas containing a 21.690 acre tract, more fully described on Exhibit A-1; a 12.580 acre tract, more fully described on Exhibit A-2; a 51.430 acre tract, more fully described on Exhibit A-3; a 32.750 acre tract, more fully described on Exhibit A-4 and a 805.490 acre tract, more fully described on Exhibit A-5.

EXHIBIT A

BOUNDARY SURVEY OF FIVE TRACTS OF LAND OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NO. 5, THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, AND THE HENRY GARMES SURVEY, ABSTRACT NO. 269, IN WILLIAMSON COUNTY, TEXAS



- TRACT 1: 31,000 ACRES OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5
- TRACT 2: 12,410 ACRES OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5
- TRACT 3: 31,000 ACRES OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5, AND THE HENRY GARMES SURVEY, ABSTRACT NO. 269
- TRACT 4: 28,730 ACRES OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453, AND THE GREENLIEF FISK SURVEY, ABSTRACT NO. 5
- TRACT 5: 28,760 ACRES OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NO. 5, THE HENRY GARMES SURVEY, ABSTRACT NO. 269, AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 453

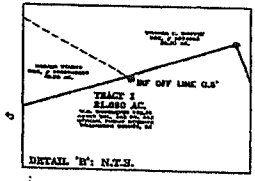
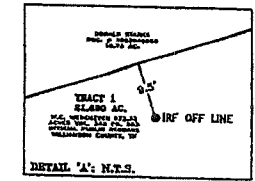
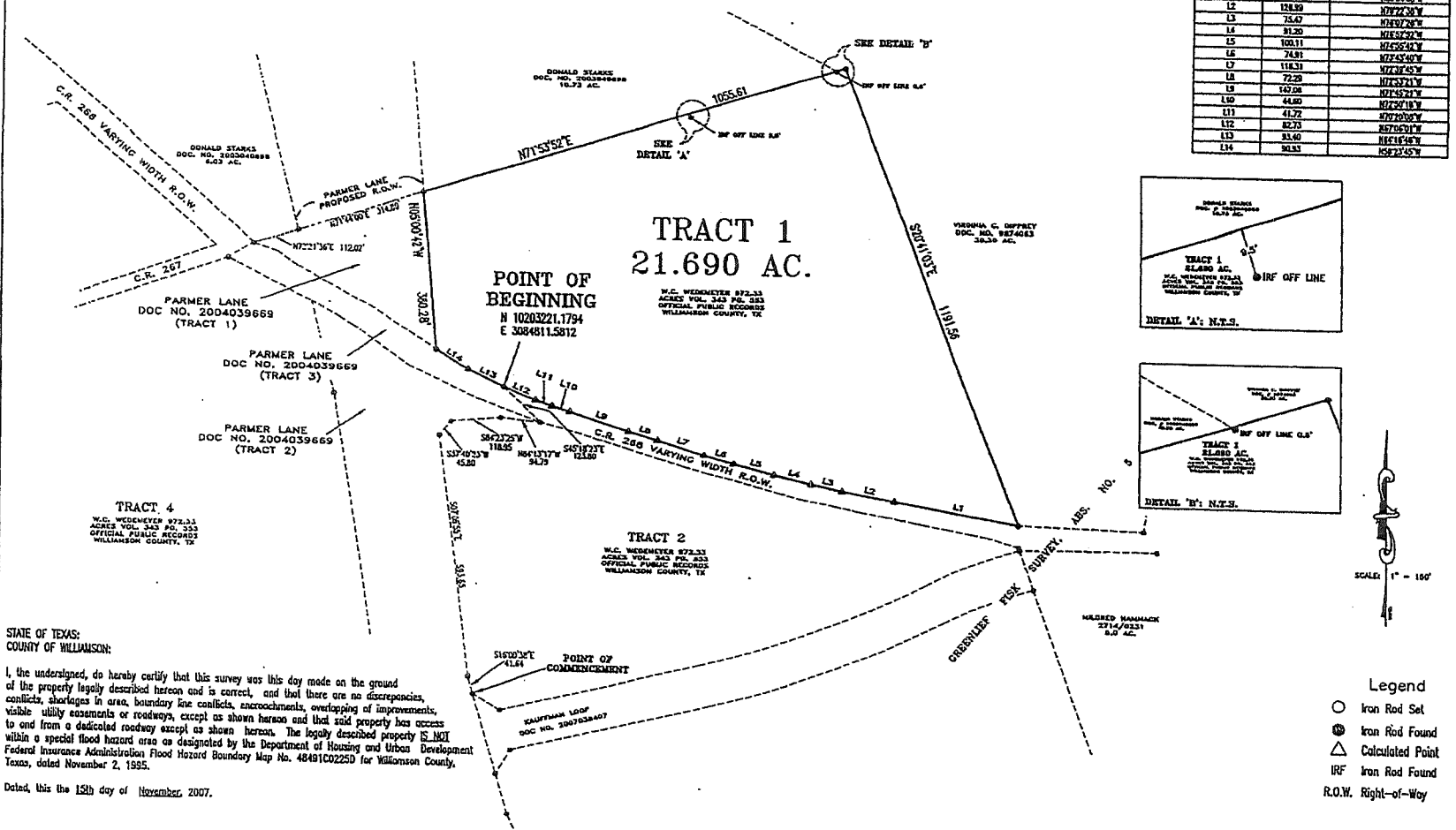
BEARING MARKS: MAP 63/2426 (C02070) TEXAS CENTRAL INDEX (4003)
 UTILIZED THE FOLLOWING MONUMENTS:
 2414 (CORN MARK) N-100042127 D-2007180.34
 4580 (CORN MARK) N-1218180.25 D-2008112.77
 2285 (CORN MARK) N-100042127 D-2007180.34
 CONVERSION SCALE FACTOR= 0.9798667743

CBD Carison, Brigance & Doering, Inc.
 Civil Engineering Surveying
 5501 West Williams Canyon Austin, Texas 78749
 Phone No. (512) 280-5160 Fax No. (512) 280-5165

PATH-J:\AC2004LP\4306\DWG\TITLE PAGE TRACT SKETCH

SURVEY OF 21.690 ACRES (TRACT 1) OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5

LINE TABLE		
LINE	LENGTH	BEARING
L1	292.85	N07°06'00"W
L2	198.89	N77°23'30"W
L3	35.47	N77°23'30"W
L4	81.20	N152°52'00"W
L5	100.11	N74°55'30"W
L6	74.91	N77°34'00"W
L7	118.31	N77°34'55"W
L8	72.20	N17°32'14"W
L9	147.08	N77°57'17"W
L10	44.80	N72°07'18"W
L11	41.72	N77°00'00"W
L12	82.70	N57°05'01"W
L13	81.40	N61°15'48"W
L14	50.33	N58°23'55"W



- Legend**
- Iron Rod Set
 - ⊙ Iron Rod Found
 - ⊕ Calculated Point
 - IRF Iron Rod Found
 - R.O.W. Right-of-Way

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, the undersigned, do hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements or roadways, except as shown hereon and that said property has access to and from a dedicated roadway except as shown hereon. The legally described property is NOT within a special flood hazard area as designated by the Department of Housing and Urban Development Federal Insurance Administration Flood Hazard Boundary Map No. 48491C0225D for Williamson County, Texas, dated November 2, 1985.

Dated, this the 15th day of November, 2007.

D. R. R.
DOUGLAS R. RUMMEL, JR., RPLS 5780
CARLSON, BRIGANCE & DOERING, INC.
5501 West William Cannon
Austin, Texas 78749
(512) 280-5160



ORIGINAL COPY VALID ONLY IF SEALED IN RED INK

BEARING BASIS: MAG N/A/NAUT (COCS 8) TEXAS CENTRAL ZONE (COZ3),
SCALED TO GROUND

Carlson, Brigance & Doering, Inc.

Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-6160 Fax No. (512) 280-5165

PATH-E:\AC2004LP\4306\DWG\TRACT 1

EXHIBIT A

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 972.33 ACRE TRACT OF LAND DESCRIBED IN A DEED TO W.C. WEDEMEYER, RECORDED IN VOLUME 343, PAGE 553 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING 21.690 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a capped iron rod found, at the northwestern corner of a 3.185 acre tract of land (proposed Kauffman Loop) recorded in Document No. 2007038407 (Exhibit A) of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX), said point also being located on the eastern right-of-way line of a 34.750 acre tract of land (proposed Parmer Lane right-of-way), recorded in Document No. 2004039669 (tract 1) of the O.P.R.W.C.TX., for the point of commencement of the herein described tract of land,

THENCE, with the eastern right-of-way line of said proposed Parmer Lane, the following five (5) courses and distances, numbered 1 through 5,

1. N16°00'38"W, a distance of 41.64 feet to an iron rod found,
2. N07°06'55"W, a distance of 593.65 feet to a capped iron rod found,
3. N37°40'23"E, a distance of 45.80 feet to a capped iron rod found,
4. N84°23'25"E, a distance of 118.95 feet to a capped iron rod found, and
5. S84°13'17"E, a distance of 94.79 feet to a capped iron rod found, said point also being the easternmost north-east corner of a 1.062 acre tract of land recorded in Document No. 2004039669 (tract 3) of the O.P.R.W.C.TX., said point also being on the southern right-of-way of County Road 268,

THENCE, leaving the eastern right-of-way line of said proposed Parmer Lane, and with the northerly line of said 1.062 acre tract of land, N45°18'23"W, a distance of 123.80 feet to a capped iron rod set, also being on the northerly right-of-way of County Road 268, for a southwest corner and the POINT OF BEGINNING of the herein described tract,

THENCE, with the northerly right-of-way of said County Road 268, the following two (2) courses and distances, numbered 1 and 2,

1. N64°16'46"W, a distance of 93.40 feet to a point and,
2. N58°23'45"W, a distance of 90.93 feet to a capped iron rod found,

THENCE, with the east line of said proposed Parmer Lane, N05°00'42"W, a distance of 380.28 feet to a capped iron rod set, for the northwest corner of the herein described tract, said point also being the northeast corner of said proposed Parmer Lane, and also being located on the northerly boundary line of said Wedemeyer tract, said point also being on the southerly boundary line of a tract of land conveyed to Donald W. Starks by Document No. 2003040898 of the O.P.R.W.C.TX.,

TRACT 1
21.690 ACRES
GREENLIEF FISK SURVEY, ABS. NO. 5
WILLIAMSON COUNTY, TX.
BOUNDARY SURVEY

THENCE, with the northerly line of said Wedemeyer tract and the southerly line of said Starks tract, and a south line of a 30.3 acre tract of land conveyed to Virginia C. Dipprey by Document No. 9874063 of the O.P.R.W.C.TX., N71°53'52"E, a distance of 1055.61 feet to an iron rod found, also being a western interior ell corner of said 30.3 acre tract,

THENCE, leaving the northerly line and continuing with the eastern boundary line of said Wedemeyer tract and with westerly boundary line of said 30.3 acre tract, S20°41'03"E, a distance of 1191.56 feet to a capped iron rod set, at a found fence corner, said point also being the on the northern right-of-way line of said County Road 268,

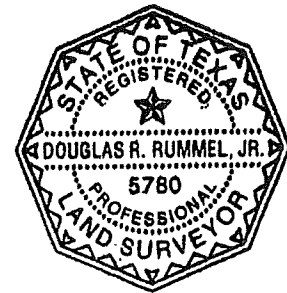
THENCE, with the northern right-of-way line of said County Road 268, the following twelve (12) courses and distances, numbered 1 through 12,

1. N80°04'08"W, a distance of 299.96 feet to a point,
2. N79°22'38"W, a distance of 126.99 feet to a point,
3. N78°07'28"W, a distance of 75.47 feet to a point,
4. N76°52'52"W, a distance of 91.20 feet to a point,
5. N74°55'42"W, a distance of 100.11 feet to a point,
6. N73°43'40"W, a distance of 74.91 feet to a point,
7. N72°39'45"W, a distance of 116.31 feet to a point,
8. N72°53'21"W, a distance of 72.29 feet to a point,
9. N71°45'21"W, a distance of 147.06 feet to a point,
10. N72°50'18"W, a distance of 44.60 feet to a point,
11. N70°20'08"W, a distance of 41.72 feet to a point and
12. N67°06'01"W, a distance of 82.73 feet to the **POINT OF BEGINNING**, and containing 21.690 acres of land.

Surveyed by:

 11-15-07

DOUGLAS R. RUMMEL, JR., R.P.L.S. NO. 5780
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
512-280-5160 512-280-5165



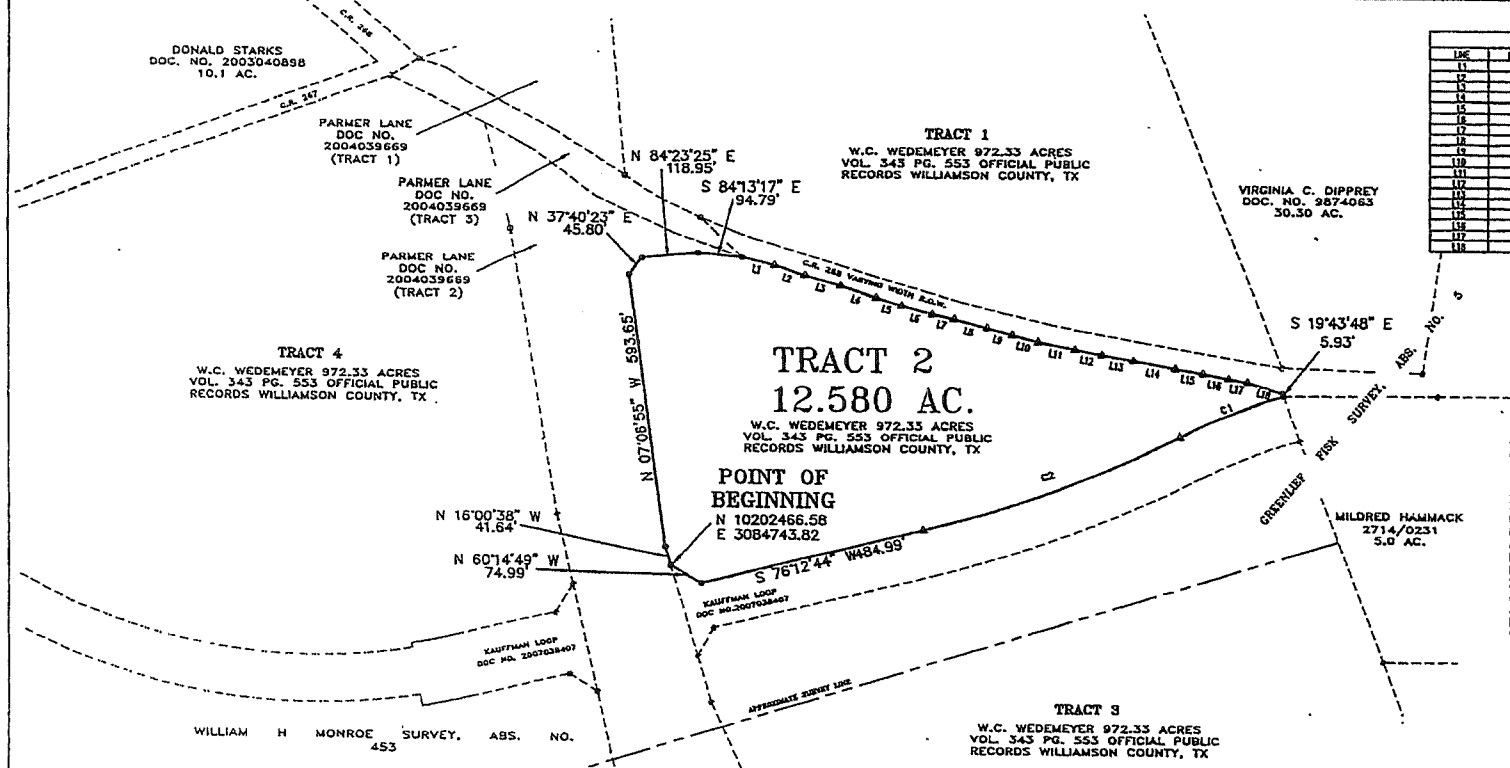
BEARING BASIS: NAD 83/HARN (CORS 96) TEXAS CENTRAL ZONE (4203)

SURVEY OF 12.580 ACRES (TRACT 2) OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5

DATE	INSTR	EDM	INSTR	DATE	EDM	DATE
01	1768	1727	1727	1727	1727	1727
02	2004	2004	2004	2004	2004	2004

LINE TABLE		
LINE	LENGTH	BEARING
11	11.18	S71°15'27" E
12	47.92	S72°08'15" E
13	78.85	S72°15'12" E
14	79.85	S72°22'02" E
15	58.82	S72°22'02" E
16	85.20	S72°08'15" E
17	47.41	S71°15'27" E
18	71.02	S72°08'15" E
19	54.97	S72°08'15" E
119	54.98	S72°08'15" E
111	25.38	S72°15'12" E
112	26.73	S72°08'15" E
113	27.38	S72°08'15" E
114	28.81	S72°08'15" E
115	29.40	S72°08'15" E
116	30.38	S72°08'15" E
117	40.68	S72°08'15" E
118	77.48	S72°08'15" E

EXHIBIT A



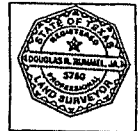
- Legend**
- Iron Rod Set
 - ⊕ Iron Rod Found
 - ⊙ Calculated Point
 - R.O.W. Right-of-Way

STATE OF TEXAS
COUNTY OF WILLIAMSON:

I, the undersigned, do hereby certify that this survey was this day made on the ground of the property legally described herein and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements or roadways, except as shown hereon and that said property has access to and from a dedicated roadway except as shown hereon. The legally described property is NOT within a special flood hazard area as designated by the Department of Housing and Urban Development Federal Insurance Administration Flood Hazard Boundary Map No. 48491C0225D for Williamson County, Texas, dated November 2, 1995.

Dated, this the 15th day of November, 2007.

DOUGLAS R. RUMMEL, JR., RPLS 5780
 CARLSON, BRIGANCE & DOERING, INC.
 5501 West William Cannon
 Austin, Texas 78749
 (512) 280-5160



ORIGINAL COPY VALID ONLY IF SEALED IN RED INK

BEARING BASIS: NAD 83/HARN (GORS 95) TEXAS CENTRAL ZONE (4203)
 SCALED TO GROUND

Carlson, Brigance & Doering, Inc.

C&D Engineering ♦ Surveying
 5501 West William Cannon ♦ Austin, Texas 78749
 Phone No. (512) 280-5160 ♦ Fax No. (512) 280-5165

PATH-J:\AC2004LP\4306\DWG\TRACT 2

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 972.33 ACRE TRACT OF LAND DESCRIBED IN A DEED TO W.C. WEDEMEYER, RECORDED IN VOLUME 343, PAGE 553 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING 12.580 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a capped iron rod found, at the northwestern corner of a 3.185 acre tract of land (proposed Kauffman Loop) recorded in Document No. 2007038407 (Exhibit A) of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX), said point also being located on the easterly right-of-way line of a 34.750 acre tract of land (proposed Parmer Lane), recorded in Document No. 2004039669 (Tract 2) of the O.P.R.W.C.TX., for the **POINT OF BEGINNING**, of the herein described tract,

THENCE, with the easterly right-of-way line of said proposed Parmer Lane, the following five (5) courses and distances, numbered 1 through 5,

1. N16°00'38"W, a distance of 41.64 feet to an iron rod found,
2. N07°06'55"W, a distance of 593.65 feet to a capped iron rod found,
3. N37°40'23"E, a distance of 45.80 feet to a capped iron rod found,
4. N84°23'25"E, a distance of 118.95 feet to a capped iron rod found and,
5. S84°13'17"E, a distance of 94.79 feet to a capped iron rod found, said point being the easternmost corner of a 1.062 acre tract of land recorded in Document No. 2004039669 (Tract 3) of the O.P.R.W.C.TX., said point also being on the southern right-of-way of County Road 268, a public roadway,

THENCE, following the southern right-of-way line of said County Road 268, the following eighteen (18) courses and distances, numbered 1 through 18,

1. S75°19'52"E, a distance of 71.28 feet to a point,
2. S72°05'15"E, a distance of 67.92 feet to a point,
3. S73°15'12"E, a distance of 78.85 feet to a point,
4. S71°20'26"E, a distance of 79.36 feet to a point,
5. S72°22'42"E, a distance of 56.62 feet to a point,
6. S74°08'09"E, a distance of 67.20 feet to a point,
7. S77°12'19"E, a distance of 47.41 feet to a point,
8. S75°06'47"E, a distance of 71.62 feet to a point,
9. S74°29'58"E, a distance of 54.97 feet to a point,
10. S74°57'48"E, a distance of 56.58 feet to a point,
11. S78°51'27"E, a distance of 79.38 feet to a point,
12. S78°40'05"E, a distance of 58.73 feet to a point,
13. S79°47'47"E, a distance of 67.35 feet to a point,
14. S79°22'53"E, a distance of 89.81 feet to a point,
15. S79°54'22"E, a distance of 59.40 feet to a point,
16. S79°41'27"E, a distance of 40.06 feet to a point,

TRACT 2
12.580 ACRES
GREENLIEF FISK SURVEY, ABS. NO. 5
WILLIAMSON COUNTY, TX.
BOUNDARY SURVEY


17. S78°33'34"E, a distance of 55.36 feet to a point and,
18. S73°20'16"E, a distance of 77.46 feet to a capped iron rod found, for the northeast corner of the herein described tract,

THENCE, leaving said southerly right-of-way line of said County Road 268, S19°43'48"E, a distance of 5.93 feet, to an iron rod found at a point of curvature to the left, said point also being the northeastern corner of said 3.185 acre tract of land (proposed Kauffman Loop),

THENCE, with the north line of said proposed Kauffman Loop, the following four (4) courses and distances, numbered 1 through 4,

1. with said curve to the left, having a radius of 1250.00 feet, an arc length of 237.75 feet, and whose chord bears S67°54'37"W, a distance of 237.39 feet to a point of curvature to the right,
2. with said curve to the right, having a radius of 2500.00 feet, an arc length of 583.38 feet, and whose chord bears S69°08'28"W, a distance of 582.06 feet to a point of tangency,
3. S76°12'44"W, a distance of 484.99 feet to a point of intersection and,
4. N60°14'49"W, a distance of 74.99 feet to the **POINT OF BEGINNING**, and containing 12.580 acres of land.

Surveyed by:

 11-15-07

DOUGLAS R. RUMMEL, JR., R.P.L.S. NO. 5780

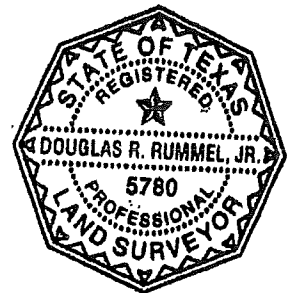
Carlson, Brigrance and Doering, Inc.

5501 West William Cannon

Austin, TX 78749

512-280-5160

512-280-5165



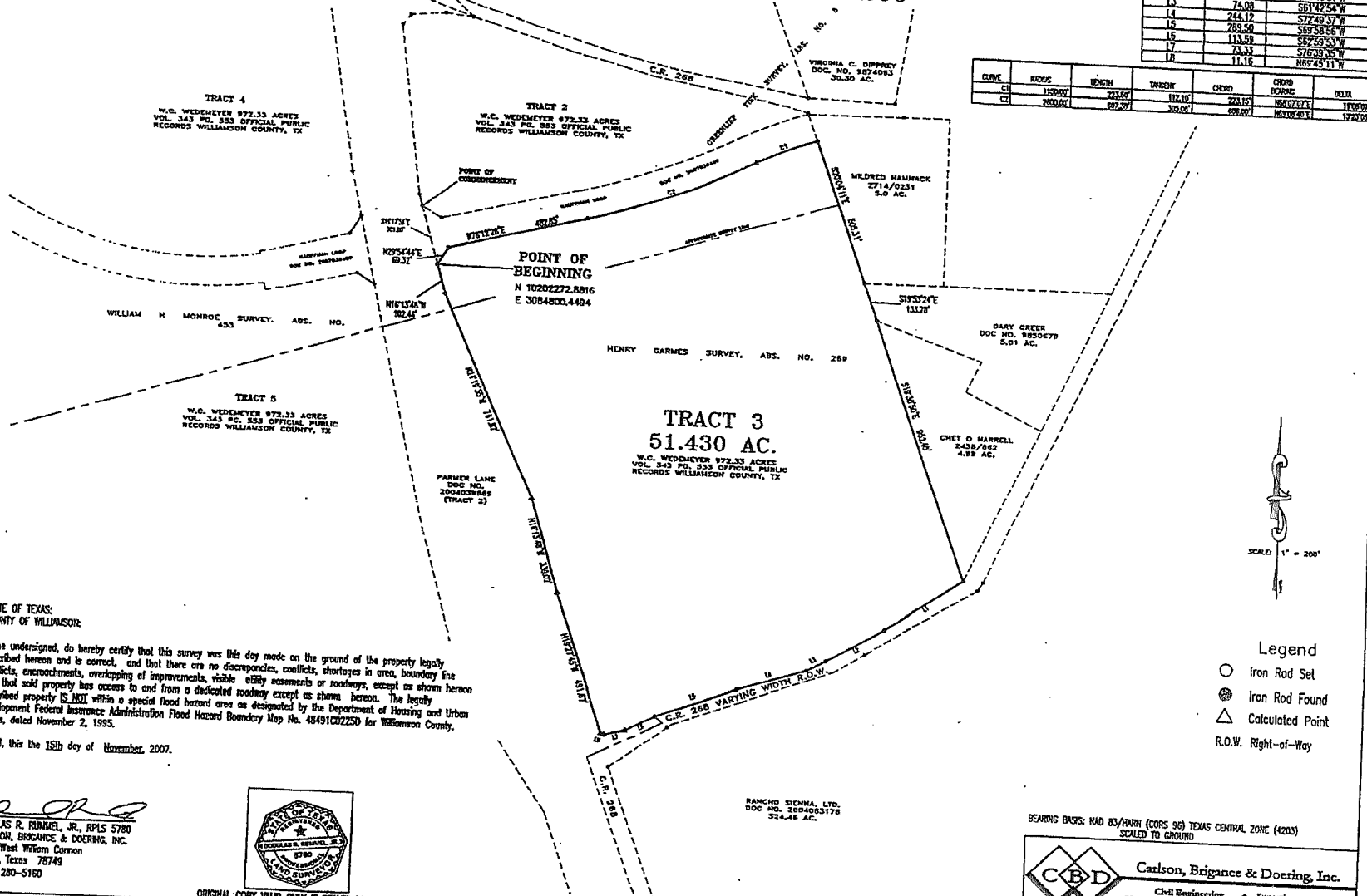
BEARING BASIS: NAD 83/HARN (CORS 96) TEXAS CENTRAL ZONE (4203)

EXHIBTT.A

SURVEY OF 51.430 ACRES (TRACT 3) OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5, AND THE HENRY GARMES SURVEY, ABSTRACT NO. 269

LINE	LENGTH	BEARING
11	316.36	S56°04'57" W
12	225.59	S50°48'01" W
13	74.08	S61°42'54" W
14	244.12	S72°49'57" W
15	289.50	S69°58'56" W
16	113.59	S67°29'53" W
17	73.33	S76°39'35" W
18	11.16	N89°45'11" W

CURVE	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING	DELTA
C1	1150.00'	223.60'	117.10'	221.15'	S50°27'11"	119°07'
C2	250.00'	697.97'	308.88'	498.07'	N67°01'31"	172°02'



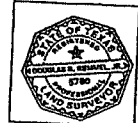
- Legend**
- Iron Rod Set
 - ⊗ Iron Rod Found
 - △ Calculated Point
- R.O.W. Right-of-Way

STATE OF TEXAS:
COUNTY OF WILLIAMSON:

I, the undersigned, do hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements or roadways, except as shown hereon and that said property has access to and from a dedicated roadway except as shown hereon. The legally described property is NOT within a special flood hazard area as designated by the Department of Housing and Urban Development Federal Insurance Administration Flood Hazard Boundary Map No. 48491C02250 for Williamson County, Texas, dated November 2, 1995.

Dated, this the 15th day of November, 2007.

D. R. Rummel, Jr.
DOUGLAS R. RUMMEL, JR., RPLS 5780
CARLSON, BRIGANCE & DOERING, INC.
5501 West Wilshire Common
Austin, Texas 78749
(512) 280-5160



ORIGINAL COPY VALID ONLY IF SEALED IN RED INK

RANCHO SIENA, LTD.
DOC NO. 2004083178
24.46 AC.

BEARING BASIS: NAD 83/HARN (CORS 98) TEXAS CENTRAL ZONE (4203)
SCALED TO GROUND

CBD Carlson, Brigance & Doering, Inc.

Civil Engineering Surveying
5501 West Wilshire Common Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

PATH-J:\AC2004LP\4306\DWG\TRACT 3

TRACT 3
51.430 ACRES
GREENLIEF FISK SURVEY, ABS. NO. 5 and
HENRY GARMES SURVEY, ABS NO. 269
WILLIAMSON COUNTY, TX.
BOUNDARY SURVEY

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5 AND THE HENRY GARMES SURVEY, ANSTRACT NUMBER 269, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 972.33 ACRE TRACT OF LAND DESCRIBED IN A DEED TO W.C. WEDEMEYER, RECORDED IN VOLUME 343, PAGE 553 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING 51.430 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, at a capped iron rod found, at the northwestern corner of a 3.185 acre tract of land (proposed Kauffman Loop) recorded in Document No. 2007038407 (Exhibit A) of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX), said point also being located on the eastern right-of-way line of a 34.750 acre tract of land (proposed Parmer Lane right-of-way), recorded in Document No. 2004039669 (tract 1) of the O.P.R.W.C.TX.,

THENCE, with the westerly right-of-way line of said 3.185 acre tract (proposed Kauffman Loop), and with the eastern right-of-way line of said 34.750 acre tract (proposed Parmer Lane), S16°17'51"E, a distance of 201.80 feet to an iron rod found, for a north-west corner and **POINT OF BEGINNING** of the herein described tract,

THENCE, leaving the eastern right-of-way line of said 34.750 acre tract (proposed Parmer Lane), and crossing said Wedemeyer tract, and with the southerly right-of-way line of said 3.185 acre tract (proposed Kauffman Loop), the following four (4) courses and distances, numbered 1 through 4,

1. N30°13'55"E, a distance of 68.91 feet to a capped iron rod found,
2. N76°08'30"E, a distance of 482.85 feet to a point of curvature to the left,
3. with said curve to the left, having a radius of 2600.00 feet, an arc length of 607.38 feet, and whose chord bears N69°08'56"E, a distance of 606.00 feet to a point of reverse curvature to the right,
4. with said curve to the right, having a radius of 1150.00 feet, an arc length of 223.50 feet, and whose chord bears N68°06'23"E, a distance of 223.15 feet to a capped iron rod found, said point being on the western boundary line of a 5.0 acre tract of land conveyed to Mildred Hammack by Volume 2714, page 214 of the O.P.R.W.C.TX., for the north-east corner of the herein described tract,

TRACT 3
51.430 ACRES
GREENLIEF FISK SURVEY, ABS. NO. 5 and
HENRY GARMES SURVEY, ABS NO. 269
WILLIAMSON COUNTY, TX.
BOUNDARY SURVEY

THENCE, leaving the southerly right-of-way line of said 3.185 acre tract (proposed Kauffman Loop), with the eastern boundary line of said Wedemeyer tract, and with the westerly boundary line of said Hammack tract, S20°04'11"E, a distance of 505.31 feet to an iron rod found, said point being the south-western corner of said Hammack tract, said point also being the north-west boundary corner of a 5.01 acre tract of land conveyed to Gary Greer by Document No. 9850679 O.P.R.W.C.TX.,

THENCE, with the eastern boundary line of said Wedemeyer tract, and with the western boundary line of said Greer tract, S19°53'24"E, a distance of 133.78 feet to an iron rod found, said point being the south-western corner of said Greer tract, said point also being the north-western corner of a 4.99 acre tract of land conveyed to Chet Harrell in Volume 2438, Page 862 of the O.P.R.W.C.TX.,

THENCE, with the eastern boundary line of said Wedemeyer tract, and with the western boundary line of said Harrell tract, S19°30'50"E, a distance of 952.40 feet to a capped iron rod found, said point being the northern most south-eastern corner of said Wedemeyer tract, said point also being the southwestern corner of said Harrell tract, said point also being a point on the northerly right-of-way of County Road 268, a public roadway, for the south-east corner of the herein described tract,

THENCE, leaving the eastern boundary line of said Wedemeyer tract and the western boundary line of said Harrell tract, and with the northerly right-of-way of said County Road 268, the following five (5) courses and distances, numbered 1 through 5,

1. S56°04'57"W, a distance of 316.36 feet to a capped iron rod set,
2. S60°46'01"W, a distance of 225.59 feet to a capped iron rod set,
3. S61°42'54"W, a distance of 74.08 feet to a capped iron rod found,
4. S72°49'37"W, a distance of 244.12 feet to a capped iron rod set,
5. S69°58'56"W, a distance of 289.50 feet to a capped iron rod found, said point being on a northern right-of-way line of said 34.750 acre tract (proposed Parmer Lane),

THENCE, with the northern right-of-way line of said County Road 268, and with a northern right-of-way line of said 34.750 acre tract (proposed Parmer Lane), the following three (3) courses and distances, numbered 1 through 3,

1. S62°59'53"W, a distance of 113.59 feet to a capped iron rod set,
2. S76°39'35"W, a distance of 73.33 feet to a capped iron rod set,
3. N69°45'11"W, a distance of 11.16 feet to a capped iron rod set, said point being on the eastern right-of-way line of said 34.750 acre tract (proposed Parmer Lane), for the south-eastern corner of the herein described tract,

THENCE, crossing said Wedemeyer tract, and with the eastern right-of-way line of said 34.750 acre tract (proposed Parmer Lane), the following four (4) courses and distances, numbered 1 through 4,

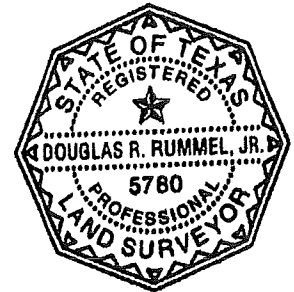
1. N19°27'45"W, a distance of 491.67 feet to a capped iron rod set,

TRACT 3
51.430 ACRES
GREENLIEF FISK SURVEY, ABS. NO. 5 and
HENRY GARMES SURVEY, ABS NO. 269
WILLIAMSON COUNTY, TX.
BOUNDARY SURVEY

2. N16°13'48"W, a distance of 339.02 feet to a capped iron rod set,
3. N24°19'35"W, a distance of 761.82 feet to an iron rod found,
4. N16°13'48"W, a distance of 102.44 feet to the **POINT OF BEGINNING**, and containing 51.430 acres of land.

Surveyed by:  11-15-07

DOUGLAS R. RUMMEL, JR., R.P.L.S. NO. 5780
Carlson, Brigance and Doering, Inc.
5501 West William Cannon
Austin, TX 78749
512-280-5160 512-280-5165

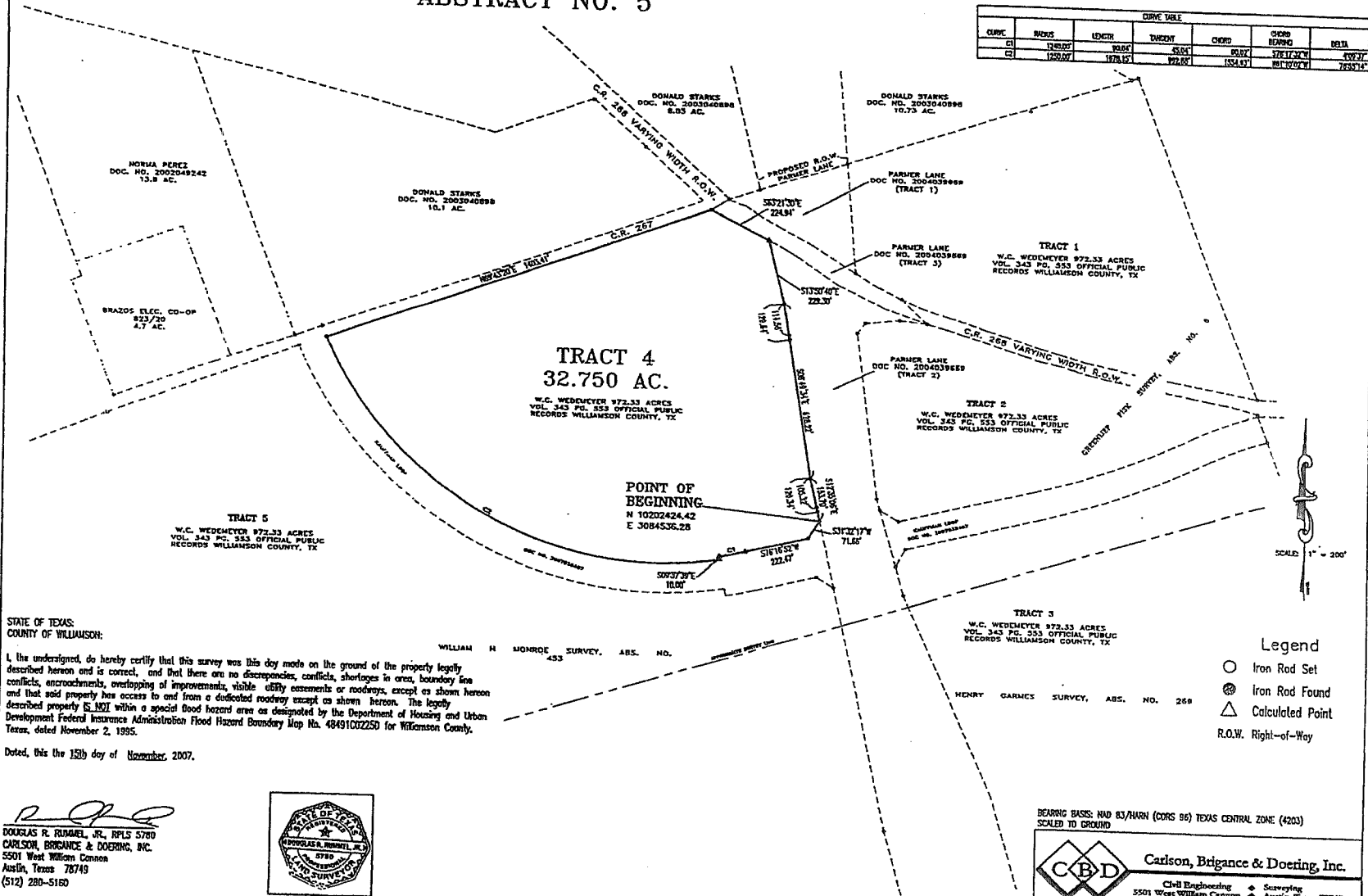


BEARING BASIS: 972.32 ACRE TRACT OF LAND RECORDED IN VOLUME 343, PG. 553

EXHIBIT A

SURVEY OF 32.750 ACRES (TRACT 4) OUT OF THE WILLIAM H. MONROE SURVEY, ABSTRACT NO. 269, AND THE GREENLIEF FISK SURVEY, ABSTRACT NO. 5

CURVE DATA						
CURVE	MARKS	LENGTH	TANGENT	CHORD	CHORD BEARING	DATA
C1	1748.07	10.00	45.04	89.07	S72°17'30"W	459.37
C2	1250.07	10.00	45.04	89.07	S72°17'30"W	459.37

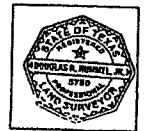


STATE OF TEXAS
COUNTY OF WILLIAMSON:

I, the undersigned, do hereby certify that this survey was this day made on the ground of the property legally described hereon and is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, visible utility easements or roadways, except as shown hereon and that said property has access to and from a dedicated roadway except as shown hereon. The legally described property is NOT within a special flood hazard area as designated by the Department of Housing and Urban Development Federal Insurance Administration Flood Hazard Boundary Map No. 48491002250 for Williamson County, Texas, dated November 2, 1995.

Dated, this the 15th day of November, 2007.

[Signature]
DOUGLAS R. RUMMEL, JR., RPLS 5780
CARLSON, BRIGANCE & DOERING, INC.
5501 West William Cannon
Austin, Texas 78749
(512) 280-5160



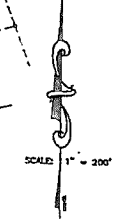
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BEARING BASIS: NAD 83/NA83 (CONS 86) TEXAS CENTRAL ZONE (4203)
SCALED TO GROUND

Carlson, Brigance & Doering, Inc.

Civil Engineering Surveying
5501 West William Cannon Austin, Texas 78749
Phone No. (512) 280-5160 Fax No. (512) 280-5165

PATH-j:\AC2004LP\4306\DWG\TRACT 4



- Legend**
- Iron Rod Set
 - ⊗ Iron Rod Found
 - △ Calculated Point
 - R.O.W. Right-of-Way

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND OUT OF AND A PART OF THE GREENLIEF FISK SURVEY, ABSTRACT NUMBER 5 AND THE WILLIAM H. MONROE SURVEY, ABSTRACT NUMBER 453, SITUATED IN WILLIAMSON COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS BEING A PORTION OF THAT CERTAIN 972.33 ACRE TRACT OF LAND DESCRIBED IN A DEED TO W.C. WEDEMAYER, RECORDED IN VOLUME 343, PAGE 553 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID TRACT BEING 32.750 ACRES OF LAND, MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at an iron rod found for the southerly north-east corner of a 5.204 acre tract of land (proposed Kauffman Loop) recorded in Document No. 2007038407 (Exhibit B) of the Official Public Records of Williamson County, Texas (O.P.R.W.C.TX), said point also being located on the westerly right-of-way line of a 34.750 acre tract of land (proposed Parmer Lane right-of-way), recorded in Document No. 2004039669 (Tract 2) of the O.P.R.W.C.TX., for the south-east corner and **POINT OF BEGINNING**, of the herein described tract,

THENCE, leaving the westerly right-of-way of said 34.750 acre tract (proposed Parmer Lane), and with the northerly right-of-way of said 5.204 acre tract (proposed Kauffman Loop) the following five (5) courses and distances, numbered 1 through 5,

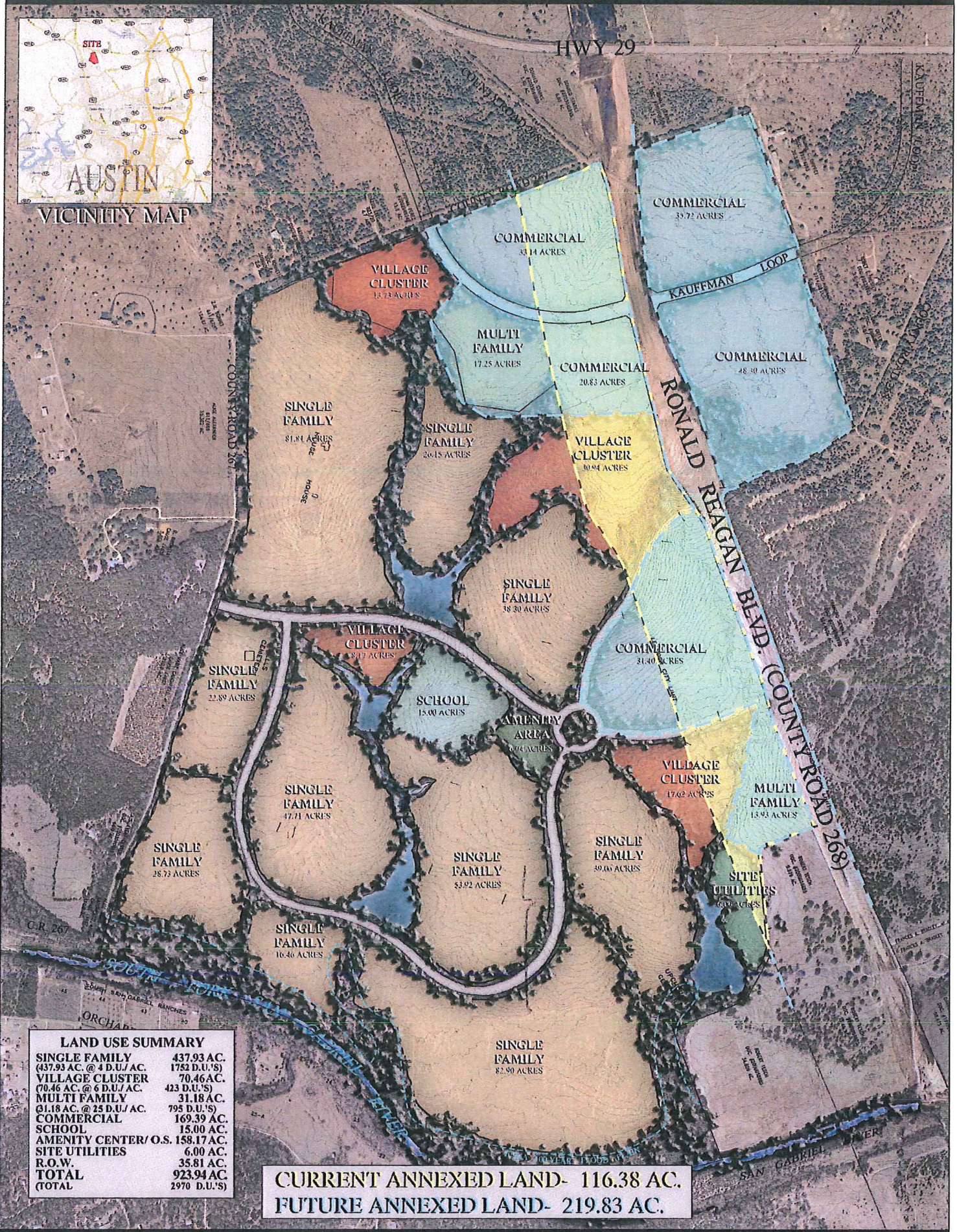
1. S31°32'17"W, a distance of 71.66 feet to a capped iron rod found,
2. S76°16'52"W, a distance of 222.47 feet to a point of curvature to the right,
3. with said curve to the right, having a radius of 1240.00 feet, an arc length of 90.04 feet, and whose chord bears S78°17'32"W, a distance of 90.02 feet to a point of tangency,
4. S09°37'39"E, a distance of 10.00 feet to a point of curvature to the right and,
5. with said curve to the right having a radius of 1250.00 feet, an arc length of 1678.15 feet, and whose chord bears N61°10'02"W, a distance of 1554.93 feet to an iron rod found, said point also being located on the southerly right-of-way line of County Road 267, also being located on the northerly boundary line of said Wedemeyer tract for the westernmost north-westerly corner of the herein described tract of land,

THENCE, with the northerly boundary line of said Wedemeyer tract and the southerly right-of-way line of said County Road 267, N69°43'20"E, a distance of 1403.41 feet to a capped iron rod set, said point also being the westernmost north-west corner of a 1.062 acre tract of land recorded in Document No. 2004039669 (tract 3) of the O.P.R.W.C.TX., for the northernmost corner of the herein described tract,

THENCE, leaving the northerly boundary line of said Wedemeyer tract and with the southerly line of said 1.062 acre tract, S63°21'30"E, a distance of 224.94 feet to a capped iron rod found, said point also being located on the westerly right-of-way line of said 34.750 acre tract (proposed Parmer Lane),



VICINITY MAP



LAND USE SUMMARY	
SINGLE FAMILY	437.93 AC.
(437.93 AC. @ 4 D.U./AC.	1752 D.U.'S)
VILLAGE CLUSTER	70.46 AC.
(70.46 AC. @ 6 D.U./AC.	423 D.U.'S)
MULTI FAMILY	31.18 AC.
(31.18 AC. @ 25 D.U./AC.	795 D.U.'S)
COMMERCIAL	169.39 AC.
SCHOOL	15.00 AC.
AMENITY CENTER/O.S.	158.17 AC.
SITE UTILITIES	6.00 AC.
R.O.W.	35.81 AC.
TOTAL	923.94 AC.
(TOTAL)	(2970 D.U.'S)

CURRENT ANNEXED LAND- 116.38 AC.
FUTURE ANNEXED LAND- 219.83 AC.

EXHIBIT "C"

Easement

PUBLIC UTILITY EASEMENT

DATE: _____, 200__

GRANTOR: _____

GRANTOR'S MAILING ADDRESS: _____

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

GRANTEE'S MAILING ADDRESS (including County): **P.O. Box 319, Leander,
Williamson County, TX 78646-
0319**

LIENHOLDER: _____

CONSIDERATION: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

PROPERTY: The following described property in the City of Leander, Williamson County, Texas:

All public and private streets, utility easements, and rights-of-way within the _____ Subdivision, Phase _____ (the "Subdivision"), a subdivision in Williamson County, Texas, according to the map or plat thereof recorded under Document No. _____, Plat Records of Williamson County, Texas.

GRANTOR, in consideration of the mutual covenants and agreements set forth in that certain Agreement Regarding Consent to Creation of Municipal Utility Districts and Development of the Wedemeyer Ranch between GRANTOR and GRANTEE, dated effective as of _____, 2008, as amended (the "Agreement"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, sells, and conveys to GRANTEE, its successors and assigns, a perpetual easement for:

- (i) the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, replacing, relocating and removing or causing to be placed, constructed, operated, repaired, maintained, rebuilt, replaced, relocated and removed structures or improvements reasonably necessary for the supplying of electricity, natural gas, water, sanitary sewer, drainage and/or telecommunications or other such utility services including cable television services and all other municipal services in, upon, under and across such streets and roadways; and

(ii) the purpose of providing or causing to be provided solid waste and recycling services, and giving the GRANTEE and its authorized officers and designees uninhibited ingress and egress over, across and through such streets and roadways for the purpose of providing or causing to be provided solid waste and recycling services.

By this instrument and for the consideration stated herein, GRANTOR, hereby grants, sells, and conveys to GRANTEE, its successors and assigns, the authority to control, manage, regulate, franchise, license and administer the use and occupancy of such streets and roadways by third parties, e.g. utilities, telecommunications providers, cable television and public service providers, for the purpose of providing any service or product to adjoining or abutting property or to any other property within the Subdivision, in substantially the same manner that the City exercises such authority and power over the streets and roadways located within the City, including, but not limited to, the power to demand and require third parties to obtain a franchise, license or permit for the use and occupancy of the streets and roadways. In consideration of this grant, the City expressly agrees to require all such third parties and franchisees to repair, in compliance with City established ordinances, standards, and specifications, all cuts, excavations and damages made by them to and within such streets and roadways.

This easement is granted by GRANTOR and accepted by GRANTEE subject to the rights of GRANTOR and/or _____ District (the "District"), a political subdivision of the State of Texas created pursuant to the Agreement, to utilize the Property for wastewater and drainage facilities and such rights are expressly reserved by GRANTOR on behalf of itself and the District. This easement is also granted by GRANTOR and accepted by GRANTEE subject to the rights of GRANTOR, any retail water utility authorized by applicable law to provide retail water service within the Property, and/or _____ District (the "District"), a political subdivision of the State of Texas created pursuant to the Agreement, to utilize the Property for water facilities and such rights are expressly reserved by GRANTOR on behalf of itself, a retail water utility, and the District. Such use by GRANTOR, a retail water utility, and/or the District will not be subject to the terms of this easement or to the payment of any franchise, license or permit fee to the City.

The easement, rights and privileges granted hereby are made by GRANTOR and accepted by GRANTEE subject to any and all easements, covenants, rights-of-way, conditions, restrictions, mineral reservations and royalty reservations, if any, relating to the Property, to the extent, but only to the extent the same may still be in force and effect, and shown of record in the Office of the County Clerk of Williamson County, Texas, or that may be apparent on the Property as of the date this easement becomes effective as to portions of the Property as provided herein and not inconsistent with the Agreement.

TO HAVE AND TO HOLD the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto GRANTEE, and GRANTEE's successors and assigns forever; and GRANTOR does hereby bind itself and its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the easement unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by through or under GRANTOR, but no further.

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

GRANTOR:

By:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 200__, on behalf of _____, by _____, its _____, on behalf of said _____ company.

(SEAL)

Notary Public - State of Texas

Accepted and Approved:

GRANTEE:

CITY OF LEANDER, TEXAS

_____, Mayor

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on the _____ day of _____, 200__, by _____, Mayor of the City of Leander, Texas, a Texas municipal corporation, on behalf of said city.

(SEAL)

Notary Public - State of Texas

JOINDER OF MORTGAGEE

The undersigned ("*Mortgagee*"), being the present legal and equitable owner and holder of a deed of trust lien against the real property on which the Property (as defined above) is

located pursuant to that certain Deed of Trust dated _____, executed by _____ ("Grantor") and recorded under Document No. _____, Official Public Records of Williamson County, Texas (as the same may have heretofore been amended, the "Deed of Trust"), does hereby join in the execution of this Public Utility Easement for the limited purpose of confirming Mortgagee's agreement that (a) the execution by Developer of this Public Utility Easement will not constitute a default under the Deed of Trust, or any of the other collateral documents evidencing or securing the indebtedness secured by the Deed of Trust (collectively, the Deed of Trust and such other documents, if any, are referred to herein as the "Security Documents"), and (b) the liens, security interests, assignments and/or other encumbrances effectuated by the Security Documents shall, as to any interest in real property covered by the Security Documents and now or hereinafter considered to be a part of the Property as defined in this Public Utility Easement, in all things be subordinate and inferior to the easement, rights and privileges granted by this Public Utility Easement and the terms, provisions, covenants and conditions set forth herein.

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this the ____ day of _____, 200__, by _____, _____ of _____, a national banking association, on behalf of said national banking association.

(SEAL)

Notary Public - State of Texas

After recording return to:

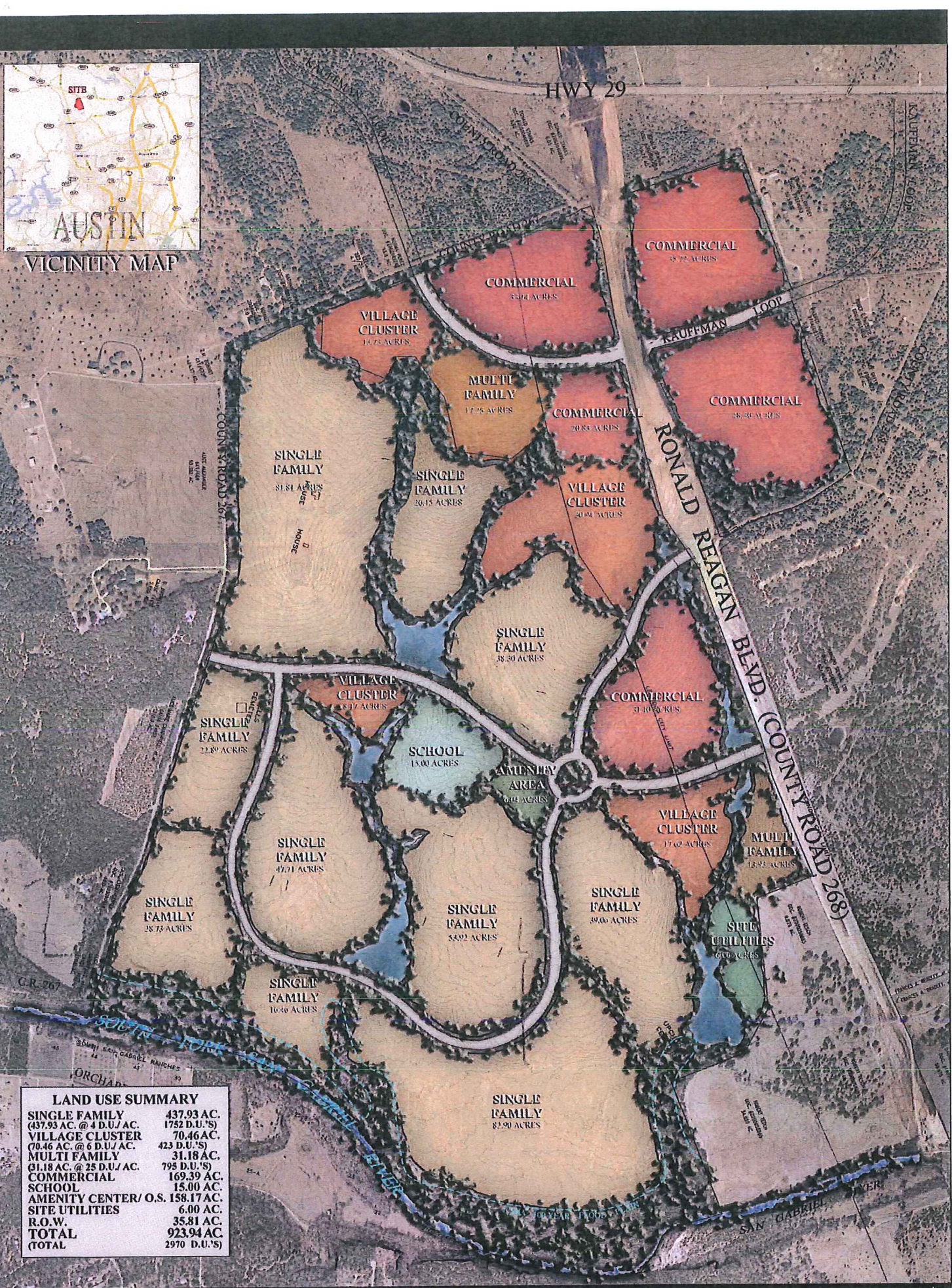
Attn: City Secretary
City of Leander, Texas
P.O. Box 319
Leander, TX 78646-0319

EXHIBIT D

Master Land Plan



VICINITY MAP



LAND USE SUMMARY

SINGLE FAMILY	437.93 AC.
(437.93 AC. @ 4 D.U./AC.)	1752 D.U.'S
VILLAGE CLUSTER	70.46 AC.
(70.46 AC. @ 6 D.U./AC.)	423 D.U.'S
MULTI FAMILY	31.18 AC.
(31.18 AC. @ 25 D.U./AC.)	795 D.U.'S
COMMERCIAL	169.39 AC.
SCHOOL	15.00 AC.
AMENITY CENTER/ O.S.	158.17 AC.
SITE UTILITIES	6.00 AC.
R.O.W.	35.81 AC.
TOTAL	923.94 AC.
(TOTAL)	2970 D.U.'S

Leander City Limit

Leander ETJ

Existing MUD

Name

M.U.D. #12

M.U.D. #17

M.U.D. #19

Chisholm Trail SUD

Requested Service Area

Other Areas

2,000

Feet

Notes:

All data shown are approximate.

CCN boundary based on information provided by CTSUD in its application.

Existing MUD boundaries per WCAD.

29

Wedemeyer

Wedemeyer

Rancho Sienna

Ronald W Reagan Blvd

Lively

S. San Gabriel River

Exhibit E

EXHIBIT F

District Consent Resolution

RESOLUTION NO. 08-015-00

RESOLUTION OF CITY OF LEANDER, TEXAS
GIVING CONSENT TO THE CREATION OF LEANDER MUNICIPAL
UTILITY DISTRICT NOS. 1, 2 AND 3, WHICH ARE IN THE
EXTRATERRITORIAL JURISDICTION OF THE CITY

WHEREAS, pursuant to Chapters 49 and 54 of the Texas Water Code, BARKLEY WEDEMEYER (the "Petitioner") wishes to create Leander Municipal Utility District Nos. 1, 2, and 3 (the "Districts") to serve the 924 acres of land in Williamson County, Texas described in the attached Exhibit "A" ("Petitioner's Land"); and

WHEREAS, Texas Local Government Code, Section 42.042, provides that land within the extraterritorial jurisdiction of a city may not be included within a municipal utility district without the written consent of such city, town, or village; and

WHEREAS, Petitioner has submitted to the Mayor and City Council of the City a Petition for Consent to Creation of Leander Municipal Utility Districts Nos. 1, 2 and 3; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks, wastewater, drainage system and road system; and

WHEREAS, the City has approved an Agreement Regarding Consent to Creation of Municipal Utility Districts and Development of the Wedemeyer Ranch dated _____, 2008, (the "Agreement") governing the creation of Leander Municipal Utility District Nos. 1, 2 and 3 to include those portions of the Petitioner's Land described in the Agreement; and

WHEREAS, the City Council of the City desires to adopt this Resolution for the purpose of consenting to the creation of the Districts;

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

1. That all of the matters and facts set out in the preamble hereof be true and correct.
2. That, subject to the terms and conditions of the Agreement, the City Council of the City hereby specifically gives its written consent, as provided by Texas Local Government Code, Section 42.042 and Texas Water Code, Section 54.016, to the creation of the Leander Municipal Utility District Nos. 1, 2 and 3, which are within the extraterritorial jurisdiction of the City, the boundaries of such Districts being described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED on this 4th day of Dec., 2008.

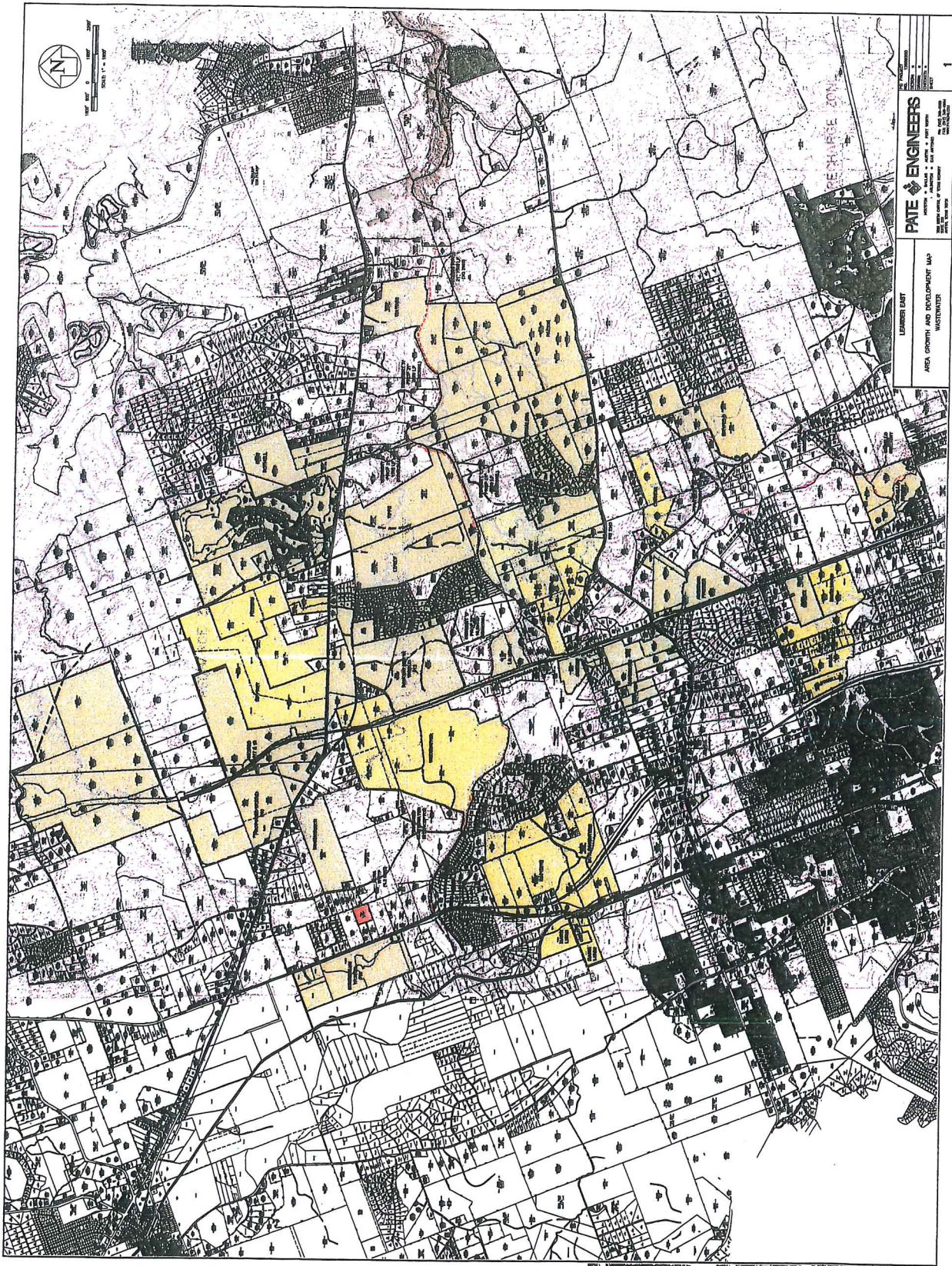
John D. Cowan
Mayor, City of Leander, Texas

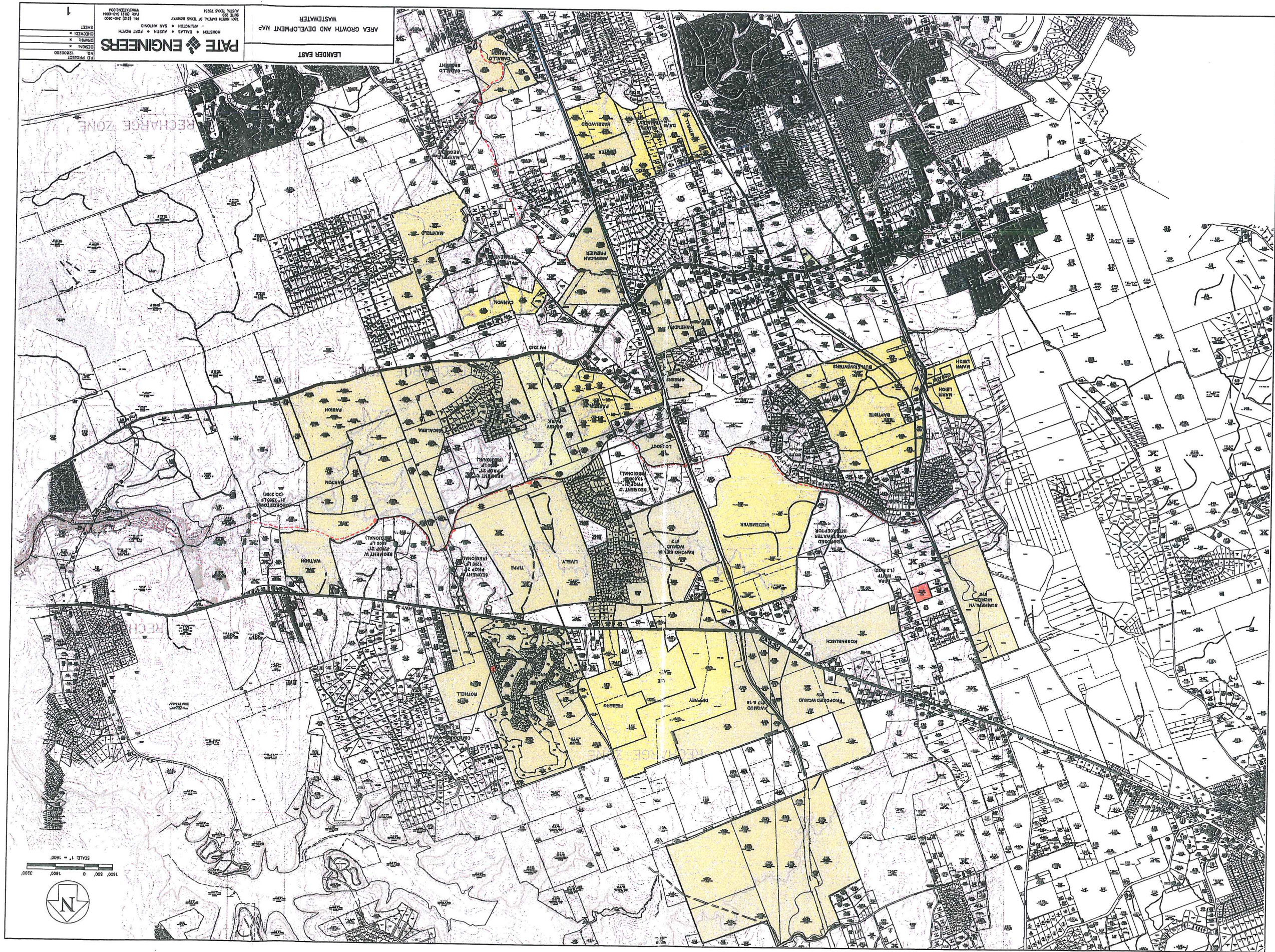
ATTEST:

Debbie Hill
City Secretary, City of Leander, Texas

Exhibit A to District Consent Resolution

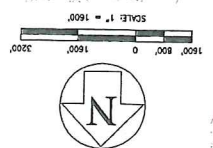
EXHIBIT G
(Watson Tract)





PATE ENGINEERS
 1500 WEST 15TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 PHONE: (303) 733-1000
 FAX: (303) 733-1001
 WWW.PATEENGINEERS.COM

LEANDER EAST
 WASTEWATER
 AREA GROWTH AND DEVELOPMENT MAP



SHEET NO. 1
 DATE: 10/15/2009
 PROJECT: LEANDER EAST WASTEWATER AREA GROWTH AND DEVELOPMENT MAP
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DESIGNED BY: [Name]
 NO. 1000000



EXECUTIVE SUMMARY
2/19/2026

AGENDA SUBJECT:

Approval of a Resolution supporting the application to DarkSky International for designation as an International DarkSky Place – Community; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander has been committed to preserving the beauty of its night skies. In 2005, the City adopted its Composite Zoning Ordinance, introducing provisions to reduce light trespass from outdoor fixtures and in 2016, updated its standards to align with DarkSky guidelines. These efforts have successfully maintained starry skies even as Leander and the surrounding region have experienced significant growth. Now, the City is ready to take the next step by applying for official designation as an International DarkSky Community.

DarkSky’s mission is to restore the natural nighttime environment and protect communities and wildlife from light pollution. Through education, advocacy, and resources, DarkSky empowers individuals, policymakers, and industry to adopt responsible outdoor lighting that is functional, healthy, and aesthetically pleasing. Today, there are more than 230 DarkSky Places across 22 countries. If approved, Leander would become one of the largest cities to earn this designation. Nearby designated DarkSky International locations include Liberty Hill, Jonestown, Bee Cave, Dripping Springs and Horseshoe Bay.

APPLICATION PROCESS

The process typically takes about two (2) years from start to approval. Once Leander submits its request, DarkSky International will provide a detailed list of required items. Common requirements include:

- Sky Quality Measurements
 - At least two (2) measurements annually throughout the jurisdiction meeting the minimum requirements.
 - 4 measurements annually to maintain the designation
- Updated Lighting Ordinance
- Lighting Inventory or Audit
 - For Dark Sky Communities: inventory of all publicly owned lighting, compliant or otherwise
- Education and Outreach
 - Programs to inform and engage residents about responsible lighting practices

These requirements may vary depending on the level of designation Leander qualifies for.

The purpose of this resolution is to affirm the City Council’s support for pursuing designation as an International DarkSky Community.

HISTORY/TIMELINE:

09/01/2005 Composite Zoning Adoption
07/16/2016 Composite Zoning Update to include DarkSky requirements

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

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

1. Approve the resolution to support the DarkSky designation; or
2. Deny the resolution to support the DarkSky designation.

Staff recommends Option 1 listed above – Approve this resolution to affirm the City Council’s support for pursuing International DarkSky Community designation. Adoption of this resolution is an important step in advancing Leander’s application process.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 DarkSky Resolution

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LEANDER, TEXAS TO SUPPORT THE APPLICATION TO DARKSKY INTERNATIONAL FOR DESIGNATION AS AN INTERNATIONAL DARKSKY PLACE – COMMUNITY, LOCATED IN WILLIAMSON COUNTY, TEXAS; PROVIDING FOR OPEN MEETINGS AND OTHER RELATED MATTERS.

WHEREAS, the residents of City of Leander recognize the importance of a clear view of the starry night skies as part of our rural heritage and of the breathtaking natural beauty of the Leander area; and

WHEREAS, The City of Leander has committed to implementing DarkSky lighting requirements and successfully maintained the starry skies throughout the city among the influx of residents into the city and region; and

WHEREAS, preserving the rich historic heritage and historical view that is embodied in the starry night skies of Leander is a significant part of preserving our history and enhancing tourism; and

WHEREAS, the City of Leander has shown its commitment to supporting practices that limit or minimize light trespass from night lighting fixtures in order to protect the beauty of the night skies by adopting the Composite Zoning Ordinance 05-018-00 on September 1, 2005, and later updating it to reference the DarkSky requirements in Ordinance 16-065-00 on July 21, 2016.

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

The City Council of Leander continues to support the use of outdoor lighting fixtures and practices that preserve and restore our historic starry night skies as described in this Resolution and as reflected in the Composite Zoning Ordinance.

The City Council of Leander supports the application to the DarkSky International for the City of Leander to obtain the designation as an International DarkSky Place – Community.

PASSED AND APPROVED this the 19 day of February, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor Pro Tem



EXECUTIVE SUMMARY
2/19/2026

AGENDA SUBJECT:

Award of Solicitation S26-001 to Terrasol to conduct pond maintenance during Fiscal Year 2026 including the removal of all sediment, debris, and unwanted vegetation within the splitter box, sedimentation ponds, and storm outfalls, restoration of sand filter media, and other maintenance work in the amount of \$128,470.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

To meet Texas Commission on Environmental Quality (TCEQ) post-construction runoff management requirements, each year City staff determines, based on pond condition inspection reports, the pond rehabilitation work needed to bring subject ponds to as-built conditions by removing sediments, repairing, replacing or reconstructing various pond-related items.

The City of Leander Pond Maintenance Project for Fiscal Year 2026 includes rehabilitation/maintenance work in seven (7) drainage ponds located at various parts of the City. The overall location map is attached for reference. The maintenance work includes removal of all sediment, debris, and unwanted vegetation within the splitter box, sedimentation ponds, and storm outfalls. Work also includes removal and repair of gabion rock baskets, rock riprap, and installation of a concrete flume. Additionally, sand filtration pond work includes removal and replacement of sand filter, gravel rock to the originally designed condition, and flushing/jetting of under drain pipes.

Solicitation S26-001 was issued in October 2025 for the procurement of this project and opened on November 6, 2025. Two (2) responses were received and evaluated and are noted in the Bid Table attachment. Terrasol was selected as the qualified low bid.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City Staff recommends Award of Solicitation S26-001 to Terrasol to conduct pond maintenance during Fiscal Year 2026 in the amount of \$128,470.00.

PRESENTER:

Gina Ellison, Executive Director of Public Works
Victor Castillo, Purchasing Manager

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	\$128,470.00
<u>Expenditure (New / Amended):</u>	Yes
<u>Recurring or one-time:</u>	New
<u>Fund source (Operating / Utility / etc.):</u>	One-time
	Operating

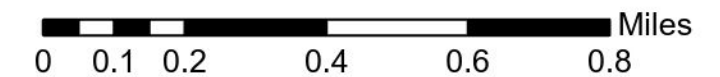
Attachments:

1. Project Location Map
2. Contract Agreement Pond FY26
3. Bid Tab



- Base Bid Pond Locations
- ✕ Alternate Bid Pond Locations

Name of Map: FY 2026 Pond Maintenance Projects



AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **CITY OF LEANDER, a Texas Municipal Corporation** (“Owner”) and **TerraSol, LLC** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Improvements including, but not limited to, the removal of all sediment, debris, and unwanted vegetation within the splitter box, sedimentation ponds, and storm outfalls and other maintenance work. Additionally, top six inches of sand filter media is to be removed and restored to the originally designed condition, and underdrain pipes and cleanouts are to be flushed/jetted and cleaned within water quality ponds, and other appurtenant work.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **City of Leander Pond Maintenance FY26**

ARTICLE 3—ENGINEER

3.01 The Owner assumes all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work shall be completed before August 31st, 2026.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner five hundred dollars **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner five hundred dollars **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones*: Contractor shall pay Owner five hundred dollars **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

Item No.	Qty	Unit	Item Description	Unit Price	Amount
Bluffs at Crystal Falls II Section 3 Pond #3					
1	1	LS	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan -Detention Area Pond & Outfall Structures	\$8,850.00	\$8,850.00
2	1	LS	Clean/clear gabion baskets	\$1,500.00	\$1,500.00
3	1	LS	Clean/clear trash rack, underdrain pipes, & cleanouts	\$1,850.00	\$1,850.00
4	1	LS	Clear all unwanted Vegetation & Trim Grass to <18"	\$600.00	\$600.00
5	122	CY	Install Rock Gabion Baskets	\$35.00	\$4,270.00
7	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$2,000.00	\$2,000.00
8	1	LS	Mobilization/Demobilization/Construction Signage	\$1,500.00	\$1,500.00
			SUBTOTAL AMOUNT BID - A. Bluffs at Crystal Falls II Section 3 Pond #3		\$20,570.00
Boulders at Cr Falls Phase 2 Block D Lot 55					
1	1	LS	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Splitter Box, Sediment Pond & Outfall Structures	\$8,850.00	\$8,850.00
2	1	LS	Clean/clear trash rack, underdrain pipes, & cleanouts	\$1,850.00	\$1,850.00
3	1	LS	Clear all unwanted Vegetation & Trim Grass to <18"	\$600.00	\$600.00
4	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$2,000.00	\$2,000.00
5	1	LS	Mobilization/Demobilization/Construction Signage	\$1,500.00	\$1,500.00

			SUBTOTAL AMOUNT BID - B. Boulders at Cr Falls Phase 2 Block D Lot 55		\$ 14,800.00
The Woods at Mason Creek Sec 1					
1	1	LS	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Inlet/Pipe Structure, Sediment Pond, Sand Area & Outfall Structures	\$8,850.00	\$8,850.00
2	30	CY	Remove/Replace Top 12" of Sand Filter	\$145.00	\$4,350.00
3	4	CY	Remove, Re-establish ½" to 1" Gravel Layer	\$250.00	\$875.00
4	97	SY	Filter Fabric Replacement	\$25.00	\$2,425.00
5	1	LS	Clean/clear underdrain pipes, & cleanouts	\$1,850.00	\$1,850.00
6	1	LS	Clean/clear gabion baskets	\$1,500.00	\$1,500.00
7	1	LS	Clear all unwanted Vegetation & Trim Grass to <18"	\$650.00	\$650.00
8	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$2,000.00	\$2,000.00
9	1	LS	Mobilization/Demobilization/Construction Signage	\$1,500.00	\$1,500.00
			SUBTOTAL AMOUNT BID - C. The Woods at Mason Creek Sec 1		\$24,000.00
Boulders at Cr Falls Phase 4 Block E Lot 6					
1	1	LS	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Splitter Box, Sediment Pond & Outfall Structures	\$8,850.00	\$8,850.00
2	1	LS	Clean/clear trash rack, underdrain pipes, & cleanouts	\$1,850.00	\$1,850.00
3	8	CY	Install Rock Basket per plan (Tall: 2', width: 1.5', long: 50')	\$250.00	\$2,000.00

4	1	LS	Clear all unwanted Vegetation & Trim Grass to <18"	\$650.00	\$650.00
5	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$2,000.00	\$2,000.00
6	1	LS	Mobilization/Demobilization/Construction Signage	\$1,500.00	\$1,500.00
			SUBTOTAL AMOUNT BID - D. Boulders at Cr Falls Phase 4 Block E Lot 6		\$16,850.00
Alt 1. Boulders at Cr Falls Phase 1 Block D Lot 17					
1	1	LS	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Splitter Box, Sediment Pond & Outfall Structures	\$8,850.00	\$8,850.00
2	1	LS	Clean/clear trash rack, underdrain pipes, & cleanouts	\$1,850.00	\$1,850.00
3	1	LS	Clear all unwanted Vegetation & Trim Grass to <18"	\$650.00	\$650.00
4	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$2,000.00	\$2,000.00
5	1	LS	Mobilization/Demobilization/Construction Signage	\$1,500.00	\$1,500.00
			SUBTOTAL AMOUNT BID - Alt 1. Boulders at Cr Falls Phase 1 Block D Lot 17		\$14,850.00
Alt 2. Boulders at Cr Falls Phase 3 Block G Lot 35					
1	1	LS	Regrade Pond per the as-built plan/slope for the identified marked plan area only	\$7,850.00	\$7,850.00
2	3	CY	Install Concrete Flume (length: 20' Width: 3' Depth: 12")	\$2,500.00	\$6,250.00
3	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$2,000.00	\$2,000.00

4	1	LS	Mobilization/Demobilization/Construction Signage	\$1,500.00	\$1,500.00
			SUBTOTAL AMOUNT BID - Alt 2. Boulders at Cr Falls Phase 3 Block G Lot 35		\$17,600.00
Alt 3. Boulders at Cr falls Phase 5 Lot 6					
1	1	LS	Regrade Pond per the as-built plan/slope for the identified marked plan area only	\$7,850.00	\$7,850.00
2	13	CY	Install Rock Riprap (Grout) (540 SF, depth:8")	\$600.00	\$7,800.00
3	1	LS	Clear all unwanted Vegetation & Trim Grass to <18"	\$650.00	\$650.00
4	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$2,000.00	\$2,000.00
5	1	LS	Mobilization/Demobilization/Construction Signage	\$1,500.00	\$1,500.00
			SUBTOTAL AMOUNT BID - Alt 3. Boulders at Cr falls Phase 5 Lot 6		\$19,800.00
TOTAL AMOUNT					\$128,470.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. Total of Lump Sum Amounts and Unit Price Work (subject to final Unit Price adjustment) **One hundred forty-six thousand nine hundred eighty-five dollars zero cents (\$146,985.00).**
- C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Owner and Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day from Owner approval of Application for Payment of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, as may be provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-Five (95)** percent of the value of the Work completed (with the balance being retainage).
 - b. **Eighty (80)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **Ninety-Five (95)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **Five (5)** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **4.25%** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. Evidence of Insurance

4. City of Leander Standard Definitions, Terms and Conditions
5. Standard General Conditions. Edits highlighted.
6. Specifications as listed in the table of contents of the project manual (copy of list attached).
7. Drawings listed on the attached sheet index.
8. IFB Bid documents.
9. Addenda No. 1
10. Addenda No. 2
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Project Schedule
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above) and the terms and conditions of the Contract Documents are incorporated by reference and made part of this Agreement.
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
- B. Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.
- C. This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Williamson County, Texas.
- D. This Agreement and all rights and obligations contained herein may not be assigned by Contractor without the prior written approval of the City. However, Contractor shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Contractors’ rights and duties hereunder.
- E. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 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, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- F. To the extent this Agreement constitute 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, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- G. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties

related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

- H. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- I. Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.
- J. Pursuant to Subchapter J, Chapter 552, Texas Government Code, Contractor shall:
 - i. Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement;
 - ii. Promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the entity on request of the City; and
 - iii. On completion of the Agreement, either:
 - 1. Provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of the Contractor; or

2. Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the date of the last signature and full execution of this agreement.

Owner:
CITY OF LEANDER
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Todd Parton
(typed or printed)

Title: City Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:
Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Contractor:
TerraSol LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 12/12/2025
(date signed)

Name: Ryan Hall
(typed or printed)

Title: Principal
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: Co-OWNER
(typed or printed)

Address for giving notices:
P.O. Box 347
Taylor, TX 76574

Designated Representative:
Name: Ryan Hall
(typed or printed)

Title: Principal
(typed or printed)

Address:
P.O. Box 347
Taylor, TX 76574

Phone: 512-365-4077

Email: ryan.hall@terrasoltx.com

License No.: _____
(where applicable)

State: Texas

S26-001 - City of Leander Pond Maintenance 2026

Bid Tabulation

Item No.	Quantity	Unit	Item Description	DugDig Construction	TerraSol
A. Bluffs at Crystal Falls II Section 3 Pond #3					
1	1	LS	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan -Detention Area Pond & Outfall Structures	\$ 85,500.00	\$ 8,850.00
2	1	LS	Clean/clear gabion baskets	\$ 500.00	\$ 1,500.00
3	1	LS	Clean/clear trash rack, underdrain pipes, & cleanouts	\$ 500.00	\$ 1,850.00
4	1	LS	Clear all unwanted Vegetation & Trim Grass to <18"	\$ 5,900.00	\$ 600.00
5	122	CY	Install Rock Gabion Baskets	\$ 40,260.00	\$ 4,270.00
7	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$ 12,500.00	\$ 2,000.00
8	1	LS	Mobilization/Demobilization/Construction Signage	\$ 3,300.00	\$ 1,500.00
SUBTOTAL AMOUNT BID - A. Bluffs at Crystal Falls II Section 3 Pond #3				\$ 148,460.00	\$ 20,570.00
B. Boulders at Cr Falls Phase 2 Block D Lot 55					
1	1	LS	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Splitter Box, Sediment Pond & Outfall Structures	\$ 5,220.00	\$ 8,850.00
2	1	LS	Clean/clear trash rack, underdrain pipes, & cleanouts	\$ 400.00	\$ 1,850.00
3	1	LS	Clear all unwanted Vegetation & Trim Grass to <18"	\$ 350.00	\$ 600.00
4	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$ 5,150.00	\$ 2,000.00
5	1	LS	Mobilization/Demobilization/Construction Signage	\$ 3,300.00	\$ 1,500.00
SUBTOTAL AMOUNT BID - B. Boulders at Cr Falls Phase 2 Block D Lot 55				\$ 14,420.00	\$ 14,800.00
C. The Woods at Mason Creek Sec 1					
1	1	LS	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Inlet/Pipe Structure, Sediment Pond, Sand Area & Outfall Structures	\$ 1,280.00	\$ 8,850.00
2	30	CY	Remove/Replace Top 12" of Sand Filter	\$ 8,100.00	\$ 4,350.00
3	4	CY	Remove, Re-establish ½" to 1" Gravel Layer	\$ 1,540.00	\$ 875.00
4	97	SY	Filter Fabric Replacement	\$ 582.00	\$ 2,425.00
5	1	LS	Clean/clear underdrain pipes, & cleanouts	\$ 1,500.00	\$ 1,850.00
6	1	LS	Clean/clear gabion baskets	\$ 350.00	\$ 1,500.00
7	1	LS	Clear all unwanted Vegetation & Trim Grass to <18"	\$ 350.00	\$ 650.00
8	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$ 4,200.00	\$ 2,000.00
9	1	LS	Mobilization/Demobilization/Construction Signage	\$ 3,300.00	\$ 1,500.00
SUBTOTAL AMOUNT BID - C. The Woods at Mason Creek Sec 1				\$ 21,202.00	\$ 24,000.00
D. Boulders at Cr Falls Phase 4 Block E Lot 6					
1	1	LS	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Splitter Box, Sediment Pond & Outfall Structures	\$ 1,800.00	\$ 8,850.00
2	1	LS	Clean/clear trash rack, underdrain pipes, & cleanouts	\$ 350.00	\$ 1,850.00
3	8	CY	Install Rock Basket per plan (Tall: 2', width: 1.5', long: 50')	\$ 6,240.00	\$ 2,000.00
4	1	LS	Clear all unwanted Vegetation & Trim Grass to <18"	\$ 350.00	\$ 650.00
5	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$ 3,900.00	\$ 2,000.00
6	1	LS	Mobilization/Demobilization/Construction Signage	\$ 3,300.00	\$ 1,500.00
SUBTOTAL AMOUNT BID - D. Boulders at Cr Falls Phase 4 Block E Lot 6				\$ 15,940.00	\$ 16,850.00
Alt 1. Boulders at Cr Falls Phase 1 Block D Lot 17					

Item No.	Quantity	Unit	Item Description	DugDig Construction	TerraSol
1	1	LS	Excavate/Dispose Debris & Sediment establishing original grade/slope per plan - Splitter Box, Sediment Pond & Outfall Structures	\$ 25,500.00	\$ 8,850.00
2	1	LS	Clean/clear trash rack, underdrain pipes, & cleanouts	\$ 350.00	\$ 1,850.00
3	1	LS	Clear all unwanted Vegetation & Trim Grass to <18"	\$ 450.00	\$ 650.00
4	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$ 9,630.00	\$ 2,000.00
5	1	LS	Mobilization/Demobilization/Construction Signage	\$ 3,300.00	\$ 1,500.00
SUBTOTAL AMOUNT BID - Alt 1. Boulders at Cr Falls Phase 1 Block D Lot 17				\$ 39,230.00	\$ 14,850.00
Alt 2. Boulders at Cr Falls Phase 3 Block G Lot 35					
1	1	LS	Regrade Pond per the as-built plan/slope for the identified marked plan area only	\$ 3,015.00	\$ 7,850.00
2	3	CY	Install Concrete Flume (length: 20' Width: 3' Depth: 12")	\$ 3,500.00	\$ 6,250.00
3	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$ 4,500.00	\$ 2,000.00
4	1	LS	Mobilization/Demobilization/Construction Signage	\$ 3,300.00	\$ 1,500.00
SUBTOTAL AMOUNT BID - Alt 2. Boulders at Cr Falls Phase 3 Block G Lot 35				\$ 14,315.00	\$ 17,600.00
Alt 3. Boulders at Cr falls Phase 5 Lot 6					
1	1	LS	Regrade Pond per the as-built plan/slope for the identified marked plan area only	\$ 3,420.00	\$ 7,850.00
2	13	CY	Install Rock Riprap (Grout) (540 SF, depth:8")	\$ 9,200.10	\$ 7,800.00
3	1	LS	Clear all unwanted Vegetation & Trim Grass to <18"	\$ 350.00	\$ 650.00
4	1	LS	Revegetate and reestablish (Sediment Pond and other disturbed areas)	\$ 4,370.00	\$ 2,000.00
5	1	LS	Mobilization/Demobilization/Construction Signage	\$ 3,300.00	\$ 1,500.00
SUBTOTAL AMOUNT BID - Alt 3. Boulders at Cr falls Phase 5 Lot 6				\$ 20,640.10	\$ 19,800.00
TOTAL BASE BID				\$ 200,022.00	\$ 76,220.00
TOTAL BID ALTERNATE				\$ 74,185.10	\$ 52,250.00
TOTAL BASE BID AND ALL BID ALTERNATE				\$ 274,207.10	\$ 128,470.00
AWARDED POINTS				51.97	100

Based on the evaluated bids TerraSol is awarded the project

Victor Castillo

Victor Castillo, Purchasing Manager



EXECUTIVE SUMMARY
2/19/2026

AGENDA SUBJECT:

Approval of a Resolution authorizing the submission of the application to the Public Safety Office (PSO) for funds to purchase rifle-resistant body armor, and in the event of loss or misuse of grant funds, all funds will be returned as required by the Criminal Justice Division (CJD) of the Governor’s Office grant for the funding; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On December 16, 2024, the Office of the Governor, Public Safety Office Criminal Justice Division, announced the Rifle-Resistant Body Armor Grant Program Fiscal Year 2026. Through that program they have allocated funds in the amount of \$10M to law enforcement agencies to equip peace officers with rifle-resistant body armor.

A key piece of equipment for officer response in any firearm-related incident is ballistic protection, and body armor designed specifically to stop rifle rounds is an added layer of protection for the responding officers. Officers wear ballistic protection in the form of vests on a daily basis; however, those are designed for handgun rounds and will not stop rifle rounds.

This grant funding would allow the Leander Police Department to outfit every current sworn police officer with rifle-resistant body armor. Currently, the city has a total of 81 sworn peace officers employed by the Leander Police Department. Based on an initial quote, the total funding requested to outfit each officer with rifle-resistant body armor plates is roughly \$106,000.00. There are no matching funds required from the City under this grant.

The restrictions for the funding include: a policy on usage of vests or plates which include mandatory training on the proper care, fitting, inspection, use, storage and maintenance of armor; a policy that specifies that the body armor may not be left in patrol vehicles when an officer is not on duty to minimize the heat damage to the armor; and all body armor vests purchased with grant funds must be personally fitted for individual officers, including vests specifically fitted to individual female law enforcement officers. If approved for the funding, all qualifying options will be considered.

The Resolution designates the City Manager, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency. If approved, the Leander Police Department will be able to submit a completed application to the Criminal Justice Division (CJD) of the Governor’s Office.

Resolution No. 25-010-00 was previously approved on February 20, 2025, for submission of this grant. The previous Resolution listed the grant program as the Bullet-Resistant Shields Program Fiscal Year 2026. The proper name for the grant program is Rifle-Resistant Body Armor Grant Program Fiscal Year 2026. We were informed of the error and asked to resubmit a new resolution using the proper grant program name.

If we are unable to secure grant funding, the police department will submit this equipment for consideration during the next applicable budgetary process.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the Resolution authorizing submission of a grant to the Rifle-Resistant Body Armor Program Fiscal Year 2026.

PRESENTER:

Greg Minton, Police Chief
John Lauden, Lieutenant Uniformed Division

Fiscal Impact

Attachments:

1. Resolution Police Grant 5431401 Rifle-Resistant Body Armor Program

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE SUBMISSION OF GRANT WITH THE CRIMINAL JUSTICE DIVISION OF THE OFFICE OF THE GOVERNOR TO SOLICIT GRANT FUNDING FOR LEANDER POLICE DEPARTMENT RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM FISCAL YEAR 2026.

WHEREAS, the Leander City Council finds it in the best interest of the citizens of Leander to equip the police department with Rifle-Resistant Body Armor Grant Program Fiscal Year 2026 compliant with National Institute of Justice Level III, III+, or IV; and

WHEREAS, the Leander City Council agrees that in the event of loss or misuse of the Criminal Justice Division funds, the City of Leander assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, the Leander City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

WHEREAS, the Leander City Council designates the Chief Financial Officer as the grantee's authorized financial officer. The authorized financial officer is given the power to submit financial and/or programmatic reports or alter a grant on behalf of the applicant agency.

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

SECTION 1. The City Council approves the submission of the grant application by Leander Police Department for the Rifle-Resistant Body Armor Grant Program Fiscal Year 2026 to the Office of the Governor, Criminal Justice Division.

DULY PASSED and approved on this the 19 day of February, 2026.

ATTEST:

APPROVED:

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor Pro Tem

Grant Number: 5431401



EXECUTIVE SUMMARY
2/19/2026

AGENDA SUBJECT:

Approval of a Resolution authorizing a lease/purchase agreement with Motorola for the replacement of portable belt and mobile vehicle radios for the police and fire departments for a total project cost of \$3,055,841.44; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The current fleet of Police and Fire Department portable and mobile radios is now classified as *End of Life and End of Support* by Motorola. These units no longer receive firmware updates, hardware repairs, or security patches. Continued use exposes our responders to communication failures during critical incidents, especially as regional threats escalate.

When radios reach "end of life" and "end of support," it means the manufacturer no longer makes parts, fixes issues, or updates the software. If something breaks, they cannot be repaired. If security flaws are found, they won't be patched. That puts Leander's officers and firefighters at risk, especially during emergencies when clear, reliable communication is critical.

Only a small fraction of public safety radios are encrypted. This leaves most public safety transmissions vulnerable to interception by unauthorized listeners. In Central Texas, where law enforcement increasingly faces organized criminal activity, narcotics trafficking, and coordinated multi-agency responses, encrypted communications are essential. Tactical operations, medical calls, and officer movements must be protected from public exposure and exploitation. This is best public safety practice.

This turnkey project replaces all portable and mobile radios for both departments, aligning us with regional interoperability standards and mission-critical preparedness for public safety communications infrastructure through 2035. The new radios meet current encryption protocols, support mutual aid coordination across Williamson and Travis counties, and ensure secure, reliable communication during wildfires, mass casualty events, and active threat scenarios.

Replacing these radios now gives public safety personnel secure, dependable units.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of Resolution authorizing the lease/purchase agreement with Motorola Solutions, Inc., in the amount of \$3,055,841.44 and authorize the City manager to execute all necessary documents.

PRESENTER:

Greg Minton, Police Chief

Fiscal Impact

The total one-time purchase cost for all Police and Fire radio replacements is **\$3,055,841.44**, covering 268 radios across six quotes. Fire accounts for **\$1,386,973.97** and Police accounts for **\$1,668,867.47**, driven by the number of units replaced and the mix of portable and mobile radios required.

All procurement paths include a seven (7) year support package. The City may either purchase outright or use a municipal lease with **no early payoff penalty**, allowing flexibility in future budget cycles.

Lease options range from **\$614,628.47 annually for five years** to **\$342,216.52 annually for ten years**, with total project costs between **\$3.07 million and \$3.42 million** depending on term length. Shorter terms reduce total cost, while longer terms reduce annual impact.

Attachments:

1. Motorola Resolution 02.19.2026

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS AUTHORIZING THE LEASE/PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF LEANDER AND MOTOROLA SOLUTIONS, INC. FOR THE REPLACEMENT OF PORTABLE BELT AND MOBILE VEHICLE RADIOS FOR THE POLICE AND FIRE DEPARTMENTS.

WHEREAS, the City of Leander finds it in the best interest of the citizens of Leander that the City of Leander enters into a Lease/Purchase Agreement No. 25842 with Motorola Solutions, Inc. for the replacement of portable belt and mobile vehicle radios; and

WHEREAS, the City of Leander designates City Manager Todd Parton as the authorized official and given the power to execute, reject, alter, or terminate the agreement on behalf of the City Council; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Leander, Texas, approves the lease/purchase agreement.

SECTION 1. Determination of Need. The City Council has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Leander(Lessee) and Motorola Solutions, Inc. (Lessor).

SECTION 2. Approval and Authorization. The City Council has determined that the Lease, substantially in the form presented, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the City Council hereby approves entering into of the Lease by the Lessee and hereby designates and authorizes the City Manager to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

SECTION 3. Adoption of this Resolution. The signatures in the Lease from the designated individuals for the City Council of the Lessee evidence the adoption by the City Council of this Resolution.

PASSED AND APPROVED this the 19 day of February 2026.

CITY OF LEANDER, TEXAS

ATTEST:

Na’Cole Thompson, Mayor Pro Tem

Dara Crabtree, City Secretary



EXECUTIVE SUMMARY
2/19/2026

AGENDA SUBJECT:

Conduct a Public Hearing regarding the acceptance of the Fiscal Year 2026 Capital Improvement Program (CIP) list of projects approved for funding in the Fiscal Year 2026 Annual Budget. *[Postponed by applicant until March 19, 2026.]*

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
2/19/2026

AGENDA SUBJECT:

Receive a presentation regarding overall current traffic signal status and traffic signal priority ranking and installation procedure.

BACKGROUND:

The City of Leander continues to experience rapid growth, leading to a significant increase in the demand for traffic signals across the City. Over the past five (5) years, the number of City-maintained traffic signals has more than doubled, increasing from 13 signals in 2020 to 31 signals today.

The need for new traffic signals arises with new developments, regional growth, or changing traffic patterns of the area. Traffic signals are installed to address increased traffic volumes, improve safety, and enhance intersection operations. To ensure a consistent and transparent approach, staff has developed a procedure for reviewing traffic signal requests and prioritizing traffic signal installation. The goal of this procedure is to provide a clear understanding and framework for how City-funded traffic signals are evaluated, prioritized, and implemented with the goal of supporting efficiency and accountability in meeting the community's transportation needs.

This workshop presentation provides an overview of existing traffic signals, identifies future prospective traffic signal locations based on planned developments and projects, and outlines a comprehensive and proactive signal installation procedure for discussion, consideration, and feedback.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Receive the presentation and provide feedback to the staff on the traffic signal priority ranking and installation procedure.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Traffic Signal Installation Procedure



Traffic Signal Installation Procedure

February 10, 2026



Agenda

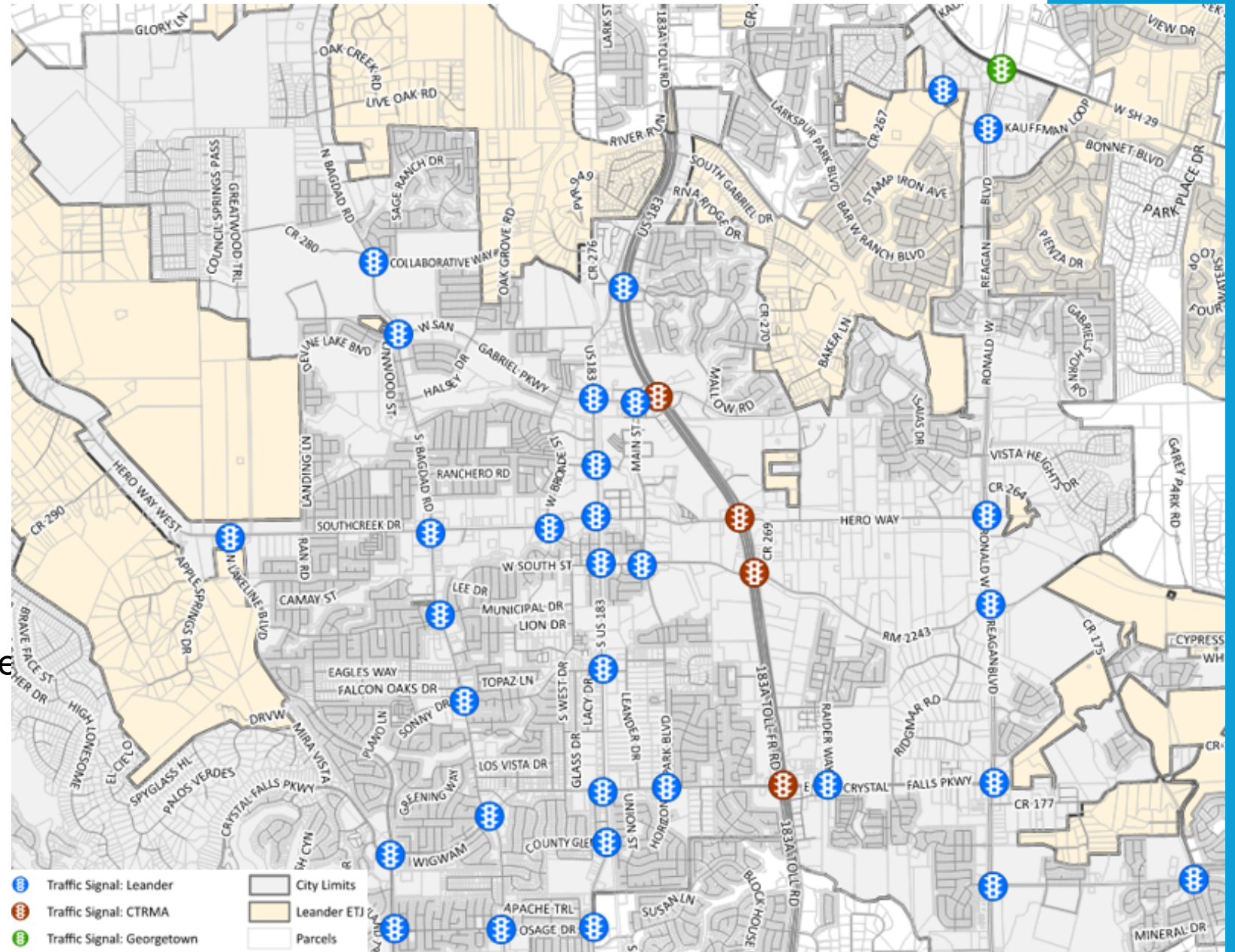
- Introduction
- Existing Signals
- Future Prospective Signals
 - Design and Construction
 - Planned by City
 - Planned by Others (Developer)
 - Monitoring
- Traffic Signal Installation Procedure



Introduction

- Traffic Signal projects are planned through the City's multi-year Capital Improvement Program (CIP) to achieve the City's mobility and safety goals.
- New traffic signals are implemented to address increased traffic volumes, improve safety, and enhance intersection operations.
- The need for a signal is typically driven by new development, regional growth, or changing traffic patterns.
- This procedure primarily applies to the City-funded signals that are not constructed by private developers and programmed through the CIP.

Existing Signals



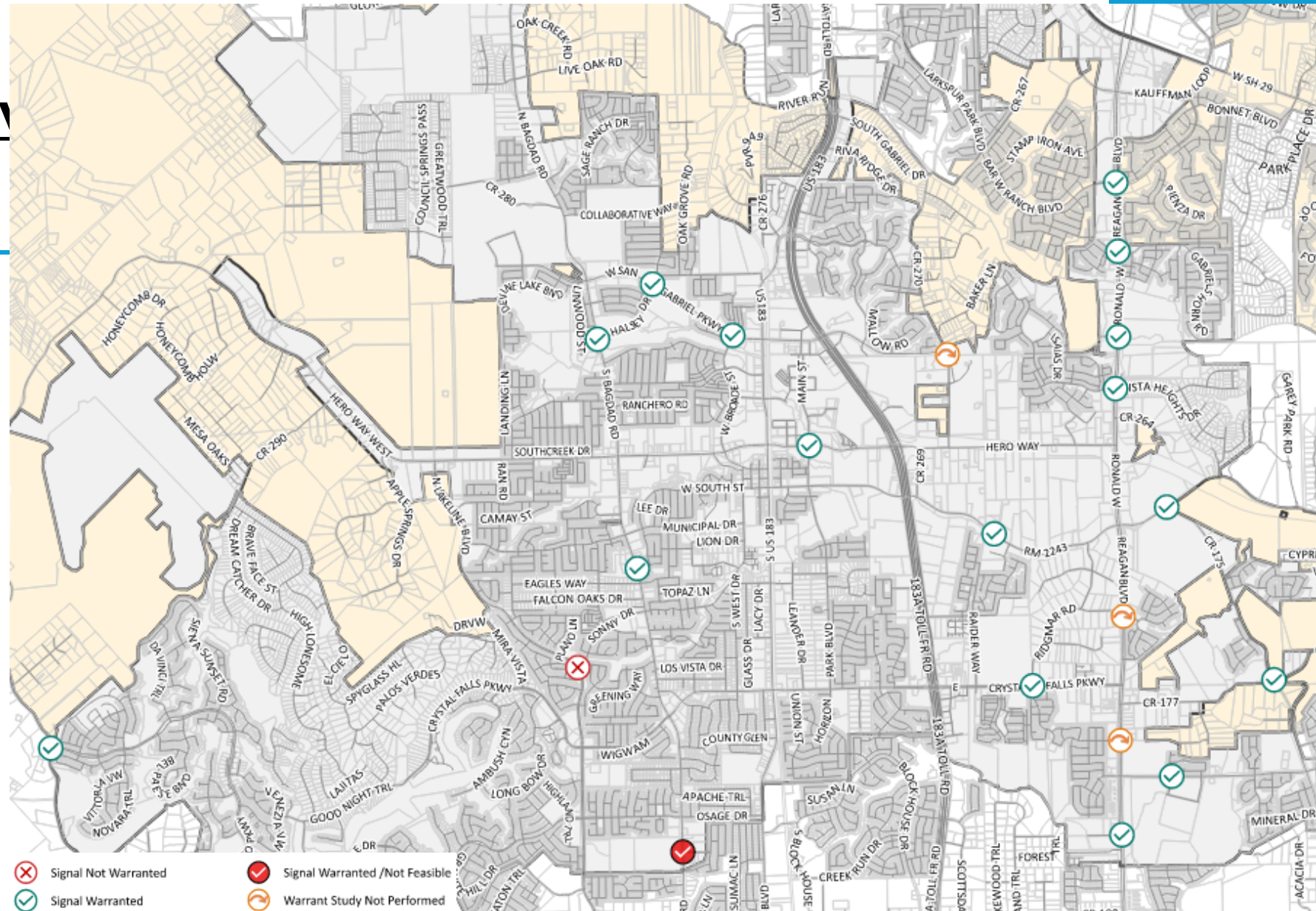
Total 36 Signals within City Limits

- 31 Maintained by City of Leander
- 4 Maintained by CTRMA
- 1 Maintained by Georgetown

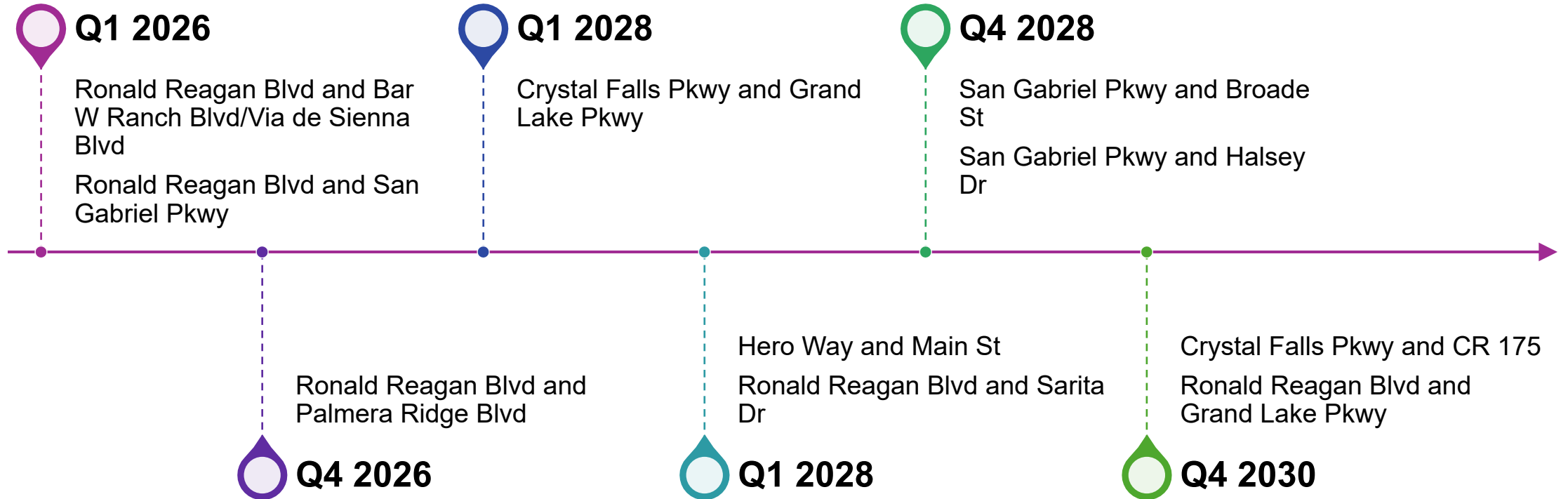
Future Prospective Signals

Total 21 signal locations which includes:

- Design & Construction
- Planned by City
- Planned by Others (Developer)
- Monitoring

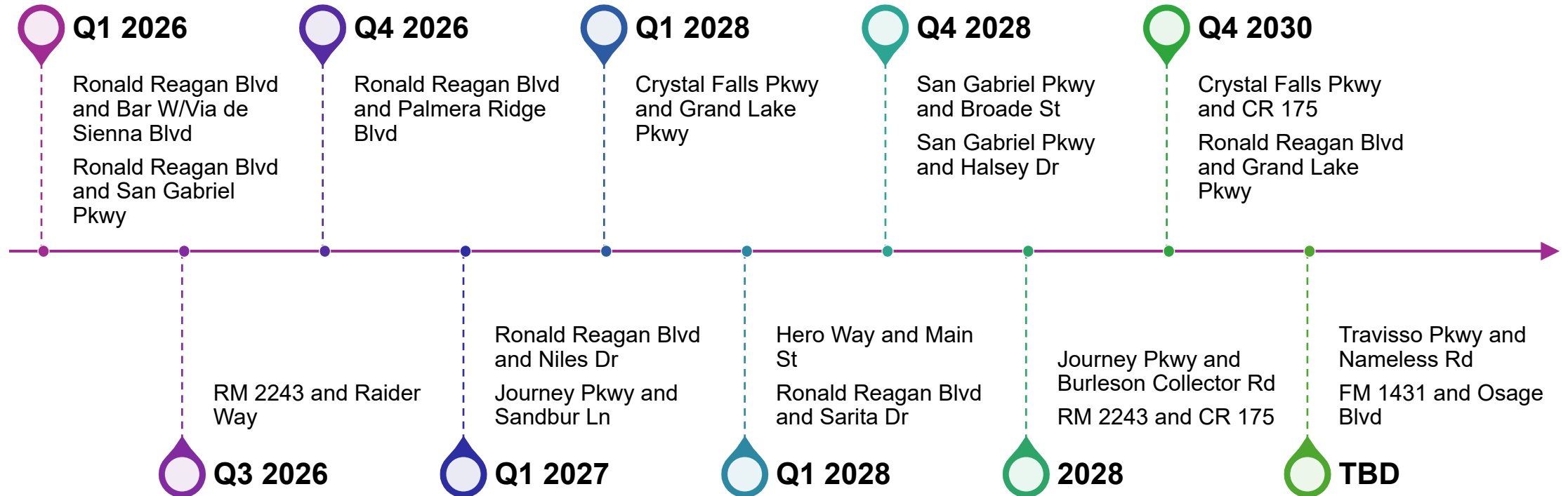


City Planned Signals



Note: All dates shown represents estimated completion timeframes and are subject to change based on design, permitting and construction times.

City and Other Planned Signals



Note: All dates shown represents estimated completion timeframes and are subject to change based on development timing, design, permitting and construction times.

Signals-Monitoring

These locations are not currently planned as capital improvement or developer project. They include intersection identified in the developer Traffic Impact Analysis (TIA) that may/will become warranted after development occurs. However, installation at these locations is not fully funded by the developer under subdivision ordinance requirements. This category also includes locations where traffic signals have been requested and warrant study has been completed, but no project has been planned.

- Ronald Reagan Boulevard & Gabriels Horn Road
- Bagdad Road & Halsey Drive
- Bagdad Road & Dexter Drive
- Lakeline Boulevard & Sonny Drive



Traffic Signal Installation Procedure

(for City Planned/Funded Project)

Phase I – Preliminary Evaluation

- Location must be within City limits and farther than 300 feet from existing signal.
- More than 2 years since last warrant study.
- Site visits, crash history, traffic volumes and existing conditions/concerns.
- Eligibility and recommendation for warrant study

Phase II – Warrant Study

Phase III – Prioritization

Phase IV – Design and Construction



Phase II – Warrant Study

An evaluation of traffic conditions utilizing the Texas Manual of Uniform Traffic Control Devices (TMUTCD) Traffic Signal Warrants.

- Warrant 1, Eight-Hour Vehicular Volume
- Warrant 2, Four-Hour Vehicular Volume
- Warrant 3, Peak Hour
- Warrant 4, Pedestrian Volume
- Warrant 5, School Crossing
- Warrant 6, Coordinated Signal System
- Warrant 7, Crash Experience
- Warrant 8, Roadway Network
- Warrant 9, Intersection Near a Grade Crossing



Note: TXMUTCD Section 4C.01.03, The satisfaction of a traffic signal warrant or warrants shall not in itself require the installation of a traffic control signal.

Phase III – Prioritization of Warranted Signals

Warranted signal locations are prioritized for design and construction considering following factors:



Crash
History



Pedestrian/
Bicycle
Volume



Traffic
Volume



Speed



Activity
Centers and
Other Safety
Concerns



Signal
Warrants



Developer
Contribution

For not warranted locations no new traffic study or re-evaluation will be conducted for a minimum period of 2 years, unless a significant change in surrounding conditions occurs.

Crash History

- 3 years of crash data that may have been corrected by signalization.
- Crash Types: Fatal, Injury and Property Damage.



Pedestrian/Bicycle Volume

- Number of pedestrians crossing the major street during the highest four hours of traffic.
- Presence of school pedestrian traffic.
- Location supporting planned bike trails.



Traffic Volume

- Comparison of average and peak hour traffic volume on Major and Minor street.



Speed

- Difficulty achieving the gaps in traffic increases with the speed.



Activity Centers and Other Safety Concerns

- Presence of various activities center like: School, Park, Library, Employment Center, Event Center, Sporting Facility, Senior Center, Commercial Center, Fire Station, Medical Facility, or High Density Residential.
- Other Safety Concerns: Sight distance or operational benefits.



Signal Warrants

- Number of warrants met out of total 9 TMUTCD warrants .



Developer Contribution

- Financial contribution(s) from private development(s) as part of their subdivision ordinance requirements.



Phase IV – Design and Construction

- Prioritization ranking updated every year during capital improvement project planning.
- Prioritized locations are scheduled for design and construction based on their prioritization ranking to the greatest extent practicable.
- However, there are other factors which may prevent strict adherence to the priority ranking.
 - Signal-only installation,
 - Signal installation with intersection improvement,
 - Signal installation with new roadway construction or roadway expansion,
 - Availability, eligibility, and timing of grant or external funding,
 - Community support and City Council priorities, and/or
 - Increased safety concerns, including crash, citizen requests or recurring operational issues.
- Design and construction is estimated to take around 2 years after funding allocation for signal installation with no major road/intersection improvement project.



Questions?





EXECUTIVE SUMMARY
2/19/2026

AGENDA SUBJECT:

Discuss and provide direction regarding the participation of stakeholders and focus groups to engage with CivicBrand for development of the Community Brand Strategy.

BACKGROUND:

On April 28, 2025, the City released a Request for Proposal (RFP) for Community Brand Strategy to help select a qualified firm to develop and provide a community brand strategy. The goal of the community brand strategy is to obtain a branding package that embodies the City of Leander and enhances the City's marketability across all sectors. The community brand strategy should establish a clear and consistent City of Leander brand to improve communication, engagement, participation, and pride with residents, businesses, visitors and employees.

The RFP was closed on May 30, 2025. A staff committee evaluated and scored all proposals and there were the top three (3) finalists as the result of a natural break in the competitive scoring. The top three (3) finalists gave presentations at the City Council meeting on July 1, 2025, where the City Council ranked each finalist and submitted rankings to staff. There was a clear natural break in score ranking determining the top candidate as CivicBrand. On September 4, 2025, the City Council approved the Service Agreement with CivicBrand for the Community Brand Strategy in the amount of \$39,500.00.

CivicBrand commenced work in October 2025 beginning with interviewing each Councilmember. This was followed by work conducted in November 2025 where CivicBrand administered a survey to all City employees for feedback to further help with their research in understanding the organization for brand development. Due to timing with the 2025 November Special Election and 2026 February Special Election, staff and CivicBrand worked to modify the timeline for the community engagement scope of work and brand development.

The community engagement scope of work includes:

- Two (2) Days of Site Visit by CivicBrand. This is being scheduled from April 7-8, 2026.
- Two (2) Engagement Pop-Ups During Site Visit. Pop-ups are meant to reach people who might otherwise be unaware of the project by hosting informal, come-and-go opportunities for quick, high-level engagement.
- Other In-Person Engagement as Needed on Site Visit.
- Community Survey. Staff is proposing to launch the Community Survey by CivicBrand on March 9, 2026, through April 24, 2026, to collect feedback before, during, and after the CivicBrand site visit.
- Virtual Engagement
 1. Up to Seven (7) Virtual Interviews with Key Stakeholders
 - Interviews are intended to be one-on-one or small group sessions with major community stakeholders such as business leaders, developers, influential residents, etc. CivicBrand typically likes to plan out three (3) to four (4) interviews ahead of the site visit, and leave the remaining scope to be completed after they have learned more from the engagement phase. This enables CivicBrand to be equitable in their approach.

2. Up to Three (3) Virtual Interviews with Focus Groups with Less Than 15 People Per Group
 - Focus groups can work in two (2) ways: 1) with a selected group of invitees to meet on a selected topic (e.g., neighborhood groups, small businesses, City staff), and/or 2) as open sessions that the public at large is also invited. CivicBrand typically likes to plan out one (1) to two (2) focus groups ahead of the site visit, and leave the remaining scope to be completed after they have learned more from the engagement phase. This also enables CivicBrand to be equitable in their approach. Additional focus groups can also be planned and scheduled during the site visit.

Staff is seeking direction from City Council on the following:

1. Provide direction to staff regarding the selection of stakeholders' engagement with CivicBrand.
2. Provide direction to staff regarding the selection of focus groups' engagement with CivicBrand.

CivicBrand recommends that selected community members should represent multiple perspectives. The following are some general guidelines for composition to participate in a key stakeholder or focus group:

- **Equal Distribution:** Distributed around the community equally (i.e., not all concentrated in one neighborhood or part of town)
- **City Leadership:** A City department leader or staff member familiar with City operations and long-term goals.
- **Small Business Owner:** Someone who owns or operates a small, local business.
- **Large Employer Representative:** A leader or representative from one of the city's larger employers or institutions.
- **Young Professional or Student:** A younger person, such as a high school, college, or university student, or someone early in their career.
- **Retired or Long-Time Resident:** A person who has lived in the community for many years and offers historical perspective.
- **New Resident:** Someone who has recently moved to the community and brings fresh insight into first impressions and challenges.
- **Parent or Caregiver:** Someone raising a family who can share perspectives on schools, parks, and family life.
- **Community Advocate or Activist:** A person who is active in community organizations, neighborhood groups, or advocacy efforts.
- **Racial and Ethnic Diversity:** Representatives from racial or ethnic groups reflective of the city's demographics.
- **Cultural or Arts Leader:** An individual engaged in the arts, music, or cultural heritage of the city.
- **Youth Advocate or Mentor:** Someone who works closely with youth, such as a coach, teacher, or nonprofit leader.
- **Nonprofit or Social Service Representative:** A leader from an organization addressing social or environmental challenges.
- **Accessibility Advocate:** Someone who understands the needs of residents with disabilities.
- **Faith-Based Leader:** A person representing the religious or spiritual community.
- **Environmental Steward:** Someone focused on sustainability or conservation efforts in the city.

HISTORY/TIMELINE:

09/04/2025 – City Council awarded CivicBrand contract for \$39, 500.00.

10/2025 – CivicBrand begins work on Community Brand Strategy and interviewed each Councilmember.

11/2025 – CivicBrand administers survey to city employees for feedback.

12/2025 – Due to the timing with 2025 November Special Election and 2026 February Special Election,

CivicBrand and city staff worked to modify and coordinate the timeline for the community engagement scope of work and brand development.

01/2026 – Solidify the updated timeline for brand development and preschedule two-day visits with CivicBrand in early April for community engagement scope of work.

02/2026 – City Council meeting to provide direction on key stakeholder groups and focus groups for brand development. Complete interviews with each new Councilmember.

03/2026 – Launch community survey for brand development. CivicBrand conducts virtual interviews with stakeholder groups and focus groups.

04/2026 – CivicBrand conducts onsite two (2)day visit in early April including a community tour, community engagement activities, and in-person meetings with stakeholder groups and focus groups. CivicBrand develops place brand audit.

05/2026 – CivicBrand develops brand strategy and architecture.

06/2026 – CivicBrand develops brand identity design.

07/2026 – CivicBrand develops brand guidelines.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends the following stakeholders and focus groups to engage with CivicBrand for development of the Community Brand Strategy:

Seven Stakeholders - This can include a mix of individuals and small groups.

1. Residential Sector Group A - Mix of Homeowners Association Presidents and Neighborhood Advocates
2. Residential Sector Group B - Mix of Homeowners Association Presidents and Neighborhood Advocates
3. Small Business Sector - The City can send out a request to local businesses interested in participating.

The following are different business establishment types to consider for representation:

- Agriculture
- Banking/Financial Services
- Construction
- Entertainment
- Food Service
- Manufacturing
- Real Estate
- Retail Sales
- Sports/Recreation
- Technology

4. Large Business Sector - The City can send out a request to local businesses interested in participating.

The following are different business establishment types to consider for representation:

- Agriculture
- Banking/Financial Services
- Construction
- Entertainment
- Food Service
- Manufacturing
- Real Estate
- Retail Sales
- Sports/Recreation
- Technology

5. Education Sector - The City can send a request to Leander Independent School District and Austin Community College for participation.
6. Healthcare Sector - The Chur.

7. Tourism Sector - Leander Chamber of Commerce and Visitors Center.

Three Virtual Focus Groups

1. Quality of Life
 - High School Student
 - College Student
 - Young Professional
 - Retired or Long-Time Resident
 - Seniors
 - New Resident
 - Parent or Caregiver
 - Community Advocate or Activist
 - Racial and Ethnic Diversity
 - Cultural or Arts Leader
 - Youth Advocate or Mentor
 - Accessibility Advocate
 - Environmental Steward
 - Local Historian
2. Churches and Faith-Based Leaders
3. Non-Profits and Social Services

Additional Focus Groups for In-Person

1. Old Town Businesses - City can send out a request to businesses located in Old Town that may be interested in participating.
2. Leadership Leander Class - City can send out a request to the 2026 Leadership Leander Class for anyone interested in participating.
3. Regional/State/Infrastructure Partners
 - Williamson County
 - Travis County
 - State Representatives
 - Brushy Creek Regional Utility Authority
 - Capital Area Metropolitan Planning Organization
 - CapMetro
 - Central Texas Regional Mobility Authority
 - Pedernales Electric Cooperative
 - Texas Department of Transportation
4. City of Leander Department Heads and Directors
5. Extra Residential Focus Group (Only If Needed)

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. Presentation
2. CivicBrand Service Agreement

City of
Leander



Community Brand Strategy

February 19, 2026

Project Timeline

Schedule	Action
September 2025	City Council Awarded CivicBrand
October 2025	CivicBrand Interviews City Council
November 2025	CivicBrand Collects Employee Feedback
December 2025	Update Community Engagement Plan
January 2026	Finalize Community Engagement Plan
February 2026	Confirm Stakeholders and Focus Groups

Community Engagement Plan

1) Branding Survey

- Opens from March 9 – April 24, 2026

2) Virtual Engagement

- Up to 7 Virtual Interviews with Key Stakeholders
- Up to 3 Virtual Interviews with Focus Groups

3) 2-Day Site Visit

- April 7-8, 2026
- Includes Community Tour, In-Person Meetings with Stakeholders and Focus Groups, and 2 Pop-Up Events

Key Stakeholders

1) Residential Sector (2 Stakeholder Groups)

- Mix of HOA presidents and neighborhood advocates

2) Business Sector – Small & Large (2 Stakeholder Groups)

- City can send out request to local businesses to represent different types of establishments:
 - Agriculture, Construction, Entertainment, Food Service, Manufacturing, Real Estate, Retail Sales, Sports/Recreation, and Technology

Key Stakeholders

3) Education Sector (1 Stakeholder Group)

- City can send out request to LISD and ACC for participation

4) Healthcare Sector (1 Stakeholder Group)

- City can send out request to local healthcare establishments interested in participation

5) Tourism Sector (1 Stakeholder Group)

- Leander Chamber of Commerce and Visitors Center

Virtual Focus Groups

1) Quality of Life

- High School Student, College Student, and Young Professional
- Retiree, Long-Time Resident, and Senior
- Parent or Caregiver
- Community Advocate or Activist, Racial and Ethnic Diversity, Accessibility Advocate, and Cultural or Arts Leader
- Youth Advocate or Mentor
- Environmental Stewart
- Local Historian

2) Churches and Faith-Based Leaders

3) Non-Profits and Social Services

In-Person Focus Groups

- 1) Old Town Businesses**
- 2) Leadership Leander Class**
- 3) Regional/State/Infrastructure Partners**
- 4) City of Leander Department Heads/Directors**
- 5) Extra Residential Focus Group (Only If Needed)**

Next Steps – Project Timeline

Schedule	Action
March 2026	Launch Branding Survey
April 2026	CivicBrand 2-Day Site Visit and Develop Place Brand Audit
May 2026	Develop Brand Strategy and Architecture
June 2026	Develop Brand Identity Design
July 2026	Develop Brand Guidelines

Questions?

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON) SERVICE AGREEMENT

THIS SERVICE AGREEMENT, entered into this 4th day of September, 2025 for Community Brand Strategy Services (this "Agreement") is made and entered into by and between the City of Leander, Texas, a Texas home rule municipal corporation ("the City") and The MODassic Group DBA CivicBrand ("Contractor"), a marketing firm located at 224 W Rainbow Boulevard #122, Salida, Co., 81201 (collectively, "the Parties").

WITNESSETH:

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

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

1. **Scope of Services.** Contractor shall undertake and complete the following services as more specifically described in the document attached hereto and incorporated herein by reference as **Exhibit A** ("the Services"): Develop a community brand strategy that embodies the City of Leander and enhances the City's marketability across all sectors.
2. **Commencement and Completion of Services.** Contractor shall begin Services immediately upon receipt of a fully executed copy of this Agreement. Contractor shall complete the Services by an established schedule agreed upon by the City and Contractor.
3. **Term.** This Agreement shall be for a term ("the Initial Term") beginning on the Effective Date entered below and ending on the earlier of: a) the date all of the Services are complete and the Compensation has been fully paid; or b) one (1) year from the Effective Date.
4. **Compensation.** In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and incorporated herein as **Exhibit B**, provided that the total amount for services under this Agreement shall not exceed Thirty-Nine Thousand Five Hundred Dollars (\$39,500.00) plus expenses to be approved by the City prior to incurrence. The City shall pay properly invoiced amounts for Services performed within thirty (30) days of receipt of the invoice, except where the City has raised an objection to the invoice.
5. **Confidentiality and Ownership of Documents.** Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of Services and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor.
6. **Insurance.** Contractor shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to cover the Services being provided under this Agreement, including but not limited to copyright and trademark infringement coverage. Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

7. INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY, OR (VI) A CLAIM MADE OR ACTION BROUGHT AGAINST THE CITY ALLEGING THE INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

9. Termination. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

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

11. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

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

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

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

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

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

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

In case of Contractor, to:
CivicBrand
224 W. Rainbow Boulevard #122
Salida, CO 81201


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

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

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

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

CONTRACTOR:

By: 
Name: Ryan Short
Title: CEO, CivicBrand

THE CITY OF LEANDER, TEXAS

By: 
Name: Todd Parton
Title: City Manager

ATTEST:

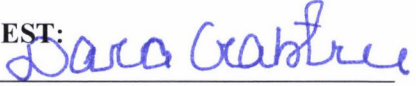
By: 
Name: Dara Crabtree
City Secretary

EXHIBIT LIST:

EXHIBIT "A" – SCOPE OF SERVICES

EXHIBIT "B" – MILESTONES AND SCHEDULE OF PAYMENTS

EXHIBIT A

SCOPE OF WORK

Objective and Goal:

The Contractor shall develop and implement a Community Brand Strategy that embodies the City of Leander and enhances the City's marketability across all sectors. The goal of the community brand strategy is to establish a clear and consistent City of Leander brand to improve communication, engagement, participation, and pride with residents, businesses, visitors and employees.

Contractor Responsibilities and Deliverables:

1. Strategic Direction

The Contractor shall define the official brand identity and strategic direction of the City. This includes articulating desired outcomes aligned with increased recognition, consistency in messaging, and demonstration of the City's mission and vision.

2. Brand Authenticity

The Contractor shall develop a brand that authentically represents the culture, values, and people of Leander. The brand must be unique, attractive, and demonstrate transparency, credibility, and personality to invoke trust and inspire engagement from all members of the community and general public.

3. Community Engagement

The Contractor shall develop and execute a public engagement process that includes, but is not limited to, surveys, public meetings, workshops, focus groups, and interviews. Engagement shall include the City Council, City staff, residents, businesses, visitors, and community partners to ensure the brand is community-driven and broadly supported.

4. Community Pride

The Contractor shall develop a brand that establishes the City as the pinnacle of excellence for other cities. The brand should evoke community pride, business attraction and retention, and position the City as a desirable place to live, work, and play. The brand should signify the City of Leander as a premier community with exceptional high quality of life in Texas.

5. Brand Guidelines

The Contractor shall prepare and deliver a comprehensive Brand Guidelines document that outlines the proper use of the brand to ensure continuity, consistency, and strengthening of the brand including:

- a. Logo systems and sub-branding structures
- b. Color palettes
- c. Typography options
- d. Illustration and photographic styles
- e. Proper use of logos, taglines, and fonts
- f. Use of Infographics

- g. Brand positioning
- h. Core brand pillars
- i. Sample templates for signage, digital content, and other communication materials

6. Brand Adaptability

The Contractor shall ensure the brand system is adaptable across all City departments and programs, providing flexibility while maintaining consistency with the core brand standards and guidelines.

7. Public Awareness Campaign

The Contractor shall develop and deliver a detailed public awareness campaign plan and timeline for rollout of the brand. The campaign shall promote public understanding, support, and engagement with the new brand.

8. Copyright

All materials, designs, and intellectual property developed under this contract shall be the exclusive property of the City of Leander. The Contractor may use elements only for non-commercial portfolio purposes.

9. Meetings

The contractor shall facilitate the following meetings for community and staff engagement:

In Person:

- a. One (1) Two(2) day site visit
- b. Two (1) One(1) hour pop-ups
- c. One (1) In-person City Council presentation

Virtually:

- a. One (1) Community Survey - can offer in English and Spanish. Contractor would use an auto-translate feature for the translation unless the City would like to provide manual / human translation
- b. Virtual 1-on-1 interviews with each council member
- c. Up to seven (7) additional virtual interviews with key stakeholders
- d. Up to three (3) virtual focus groups with < Fifteen (15) people per group

Public Participation Requirements:

The Contractor shall meet and interact with residents, community partners, businesses, neighborhoods, outside communities, City Council, and City staff to articulate and reflect community dialogue and consensus within the final Community Brand Strategy. The City will provide a comprehensive list to the Contractor identifying the individuals and organizations that are to be included in the external and internal outreach.

Project Management and Coordination:

- 1. The Contractor shall participate in a Project Kick-off Meeting with the City's Project Team and maintain regular communication on progress updates.

EXHIBIT B

MILESTONES AND SCHEDULE OF PAYMENTS

Milestone	Description	Payment Upon Completion of Milestone
Task 1	Kick-Off and Project Management 1.1 Kick-Off Meeting 1.2 Status Checks 1.3 Data Transfer	\$8,750
Task 2	Research, Engagement and Audit 2.1 Trip 1 – Engagement and Asset Audit 2.2 Virtual Engagement and Research 2.3 Place Brand Audit 2.4 Engagement Print Items	\$11,250
Task 3	Brand Strategy 3.1 Brand Story and Principles 3.2 Brand Identity 3.3 Department Brand Architecture 3.4 Messaging and Visual Language 3.5 City Council Presentation	\$10,750
Task 4	Implementation 4.1 Brand Guidelines 4.2 Templates and Assets	\$8,750
Total Cost		\$39,500*

*Includes travel expenses for one (1) CivicBrand team member to travel to Leander for the Trip 1 site visit., one (1) Engagement Print Items, and one (1) City Council Presentation.

OPTIONAL ADD-ONS

Additional Site Visits	\$5,000/each
Additional Engagement Print Items	\$2,500/each
Additional City Council Presentation	\$2,000/each

The \$2,500 engagement print package would include three (3) banners that promote the project, two thousand and five hundred (2,500) postcards, one hundred (100) posters, and twenty-five (25) H-stake yard signs. These materials would be used to promote engagement opportunities.

2. The Contractor shall work with the City's Project Team to develop a project timeline, deliverables, milestones, and schedule of payment.
3. The Contractor shall provide recurring progress updates during milestones to the City's Project Team and provide additional reports including a draft of all Community Brand Strategy elements.
4. The Contractor shall submit drafts of all major deliverables for staff review and incorporate feedback prior to finalization.

Presentations and Final Delivery:

The Contractor shall work with City's Project Team to communicate with project stakeholders and various committees throughout the process, and to present intermediate deliverables and related information. The Contractor shall present the final Community Brand Strategy and implementation plan to the City Council for consideration of approving and accepting the final deliverables.



EXECUTIVE SUMMARY
2/19/2026

AGENDA SUBJECT:

Discuss and consider action on the make up of the Comprehensive Planning Advisory Committee (CPAC).

BACKGROUND:

The City Charter requires the City to prepare a comprehensive plan and to review and consider amendments every five (5) years. The last time the plan received a major update was in 2020. To begin the next update, the Council has approved a contract with Kendig Keast Collaborative Inc. to lead the Comprehensive Plan update.

As part of this effort, a Comprehensive Plan Advisory Committee (CPAC) will be formed to provide community input and feedback during the Comprehensive Planning process. The committee is expected to consist of members of the community that represent the entire city who will be available to meet on a regular basis throughout the duration of the project. Below, please find options for the proposed make-up of the committee.

OPTION 1: EXISTING BOARDS & COMMISSION

This option includes representatives from current boards and commissions, along with community members appointed by individual Council members.

1. Planning & Zoning Commission Member
2. Parks Board Member
3. Public Arts Commission Member
4. TIRZ Board Member
5. Economic Development Committee Member
6. LISD Representative
7. Chamber of Commerce Representative
8. Resident in the ETJ
9. Place 1 Appointment
10. Place 2 Appointment
11. Place 3 Appointment
12. Place 4 Appointment
13. Place 5 Appointment
14. Place 6 Appointment
15. Place 7 Appointment

PROS:

- Leverages existing volunteers familiar with City.
- Ensures Council representation through appointments.

CONS:

- May overburden volunteers already serving on boards.
- A fifteen-member committee could be less efficient.

OPTION 2: COUNCIL APPOINTMENTS

The option includes appointments from each Council Member, plus representatives from LISD, Chamber of Commerce, and a resident in the ETJ.

1. LISD Representative
2. Chamber of Commerce Representative
3. Resident in the ETJ
4. Place 1 Appointment
5. Place 2 Appointment
6. Place 3 Appointment
7. Place 4 Appointment
8. Place 5 Appointment
9. Place 6 Appointment
10. Place 7 Appointment

PROS:

- Provides direct Council representation.
- Includes key stakeholders.

CONS:

- Appointees may lack prior board experience.

OPTION 3: STAKEHOLDER REPRESENTATION

The proposed committee structure includes representatives from different stakeholder groups for the City.

1. Homeowner’s Associations
2. Parks & Recreation
3. Religious Institutions
4. Business Community
5. Real Estate
6. Education
7. Transportation

PROS:

- Ensures diverse perspectives from groups impacted by the Comprehensive Plan.

CONS:

- Council does not appoint members directly.

OPTION 4: PLANNING & ZONING COMMISSION

This option uses the existing Planning & Zoning Commission to serve as the CPAC.

PROS:

- Members are experienced and already familiar with the Comprehensive Plan.
- Existing board can start work immediately without additional appointments.

CONS:

- Council does not directly appoint members.
- Limited diversity of input, which may reduce opportunities for fresh perspectives and ideas.
- The Commission already serves as a decision-making body for the plan.

NEXT STEPS

The Council will select the committee structure and members at the upcoming meeting to proceed with the Comprehensive Plan update. The committee will begin meeting with the consultant and staff in April.

HISTORY/TIMELINE:

- 12/18/2025 – Contract signed with Kendig Keast Collaborative Inc.
- 01/22/2026 – Data collection delivered by staff
- 01/29/2026 – Kick-off meeting with staff including preliminary schedule
- 02/19/2026 – Council notice of Comprehensive Plan Advisory Committee
- 03/19/2026 – Council and Planning and Zoning Commission joint workshop with KKC

APPLICANT/AGENT:

Development Services Department

RECOMMENDATION:

City staff requests direction from the City Council on its preferred approach for community engagement and input for the updated Comprehensive Plan.

PRESENTER:

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

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
2/19/2026

AGENDA SUBJECT:

Discuss and consider the selection of Councilmember Ross as Mayor Pro Tem for 2026-2027.

BACKGROUND:

Section 4.02, Mayor Pro Tem of the Home Rule Charter states “At its first regular meeting after each general election or a vacancy in the office of Mayor Pro Tem, the council shall elect one of its members to be Mayor Pro Tem for a one (1) year term, or to fill the unexpired term resulting from the vacancy. Nominations for Mayor Pro Tem shall require a second and the Mayor Pro Tem shall be the councilmember who receives a majority of the votes cast but not less than four (4) votes. In the absence of the mayor, the Mayor Pro Tem shall perform the duties of the office of the mayor and in such capacity shall be vested with all powers conferred on such office. In the event of the failure, inability, or refusal of the mayor to act in respect to any matter or duty, the Mayor Pro Tem shall act. In the event the office of mayor becomes vacant, the Mayor Pro Tem shall serve as mayor until an election is held to elect a mayor to serve the unexpired term.”

With Na'Cole Thompson recently being elected and sworn-in as Mayor, a new Mayor Pro Tem will need to be selected. The Councilmember selected to serve as the Mayor Pro Tem will serve for a term of one (1) expiring in May 2027.

Past Mayor Pro Tems

2025-2026 Na'Cole Thompson

2024-2025 Na'Cole Thompson

2023-2024 Esme Mattke Longoria

2022-2023 Na'Cole Thompson

2021-2022 Becki Ross

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

The City Charter requires the City Council to appoint a member to serve as Mayor Pro Tem following the general election and any runoff or if a vacancy arises.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. City Charter Section 4.02. Mayor Pro Tem

Section 4.02. Mayor Pro Tem.

At its first regular meeting after the canvass of the general election and any runoff election associated with the general election, or a vacancy in the office of Mayor Pro Tem, the council shall elect one of its members to be mayor pro tem for a one (1) year term, or to fill the unexpired term resulting from the vacancy. Nominations for mayor pro tem shall require a second and the mayor pro tem shall be the councilmember who receives a majority of the votes cast but not less than four votes. In the absence of the mayor, the mayor pro tem shall perform the duties of the office of the mayor and in such capacity shall be vested with all powers conferred on such office. In the event of the failure, inability, or refusal of the mayor to act in respect to any matter or duty, the mayor pro tem shall act. In the event the office of mayor becomes vacant, the mayor pro tem shall serve as mayor until an election is held to elect a mayor to serve the unexpired term.

[Amended May 2022]