



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, March 5, 2026
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Na'Cole Thompson
Place 1 – Stephen Chang
Place 2 – Michael Herrera
Place 3 – Natomi Blair

Place 4 – Annette Sponseller
Place 5 – Andrew Naudin
Place 6 – Becki Ross, Mayor Pro Tem
City Manager – Todd Parton

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Receive presentation and update from Edge Engineering on the progress of the Stormwater Master Plan including completed milestones, prioritized projects, and next steps for implementation.

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. Public comments on items not listed in the agenda.

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

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

8. Leander Chamber of Commerce tourism update including but not limited to, results on Texas Tour 2022, 2023, and 2024 along with goals for 2026.
9. Recognitions/Proclamations/Visitors.
 - Certificate of Recognition of Congressional App Challenge winners: 1st place team from Rouse High School consisting of Pranav Jaishankar, Amartyaram Jami, Ronit Baldaniya and 2nd place Aditya Jha from Running Brush Middle School.
 - CTX Learning Festival Proclamation

CONSENT AGENDA: ACTION

10. Approval of the minutes for meetings held on February 17, 2026, and February 19, 2026.
11. Award of Solicitation S26-006 to D.I.J. Construction, Inc., for the furnishing of all labor, material, equipment, and supervision necessary to perform all work required for roadway striping services on an "as needed" basis for five (5) years not to exceed \$500,000.00; and authorize the City Manager to execute any and all necessary documents.
12. Approval of the purchase of materials and installation services with Cunningham Recreation utilizing BuyBoard Cooperative Contract 781-25 to resurface the Lakewood Park Splash Pad due to July 2025 flooding that caused extensive damage in the amount of \$185,916.12; and authorize the City Manager to negotiate a contract and execute any and all necessary documents.
13. Approval of Task Order GEN-HDR-CIPS23-019-01 under the Agreement for Professional Services with HDR Engineering, Inc. (HDR), for engineering and inspection services related to micro-trenching in the amount of \$99,918.00; and authorize the City Manager to execute any and all necessary documents.
14. Approval of a Resolution for the Leander Fire Department to submit a grant with the 2026 Urban Area Security Initiative (UASI) for a command bus at a cost of \$800,000.00 with no matching funds from the City; and authorize the City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

15. Conduct a Public Hearing pursuant to Chapter 26, Texas Parks and Wildlife Code, regarding the proposed installation of a public water line on public parkland located on Lot 87, Block B, of Stewart Crossing Phase 1 Subdivision more particularly depicted by the plat recorded as Document No. 2016026419 of the Official Public Records of Williamson County, Leander, Williamson County, Texas, for the purpose of installation, maintenance, and operation of an underground water line; whether there is no feasible and prudent alternative to the use or taking of such land; and whether the project includes all reasonable planning to minimize harm to the land, as a park.
 - Discuss and consider action on an Ordinance making findings pursuant to Chapter 26, Texas Parks and Wildlife Code, regarding the installation of a public water line as described above requiring use of public parkland for the installation of public infrastructure; and authorize the City Manager to execute any and all necessary documents.

REGULAR AGENDA

16. Discussion and consider action to appoint the members of the Comprehensive Plan Advisory Committee (CPAC) for the City of Leander 2026 Comprehensive Plan Update.
17. Receive presentation and consider City Council Subcommittee recommendations on the composition and duties of boards, committees, and commissions.
18. Council Member Closing Statements.
19. Convene into Executive Session pursuant to:
 1. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purpose; and
 2. Section 551.071, Section 551.072 and Section 551.087, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purpose; and to deliberate proposed economic development

- incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of an Old Town Incentive Agreement for Project EDA-26-001; and
3. 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-26-002; and
 4. Section 551.072, Texas Government Code, to deliberate the acquisition of properties located in the S.S. Evans Survey Abstract 275, Travis County for water line easements and temporary construction easements relating to the Hero Way West Water Line Project.

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

1. Acquisition of property for public purpose; and
2. Old Town Incentive Agreement(s) for Project EDA-26-001; and
3. Chapter 380 Agreement(s) for Project EDA-26-002; and
4. Acquisition of properties located in the S.S. Evans Survey Abstract 275, Travis County for water line easements and temporary construction easements relating to the Hero Way West Water Line Project.

20. 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 26 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
3/5/2026

AGENDA SUBJECT:

Receive presentation and update from Edge Engineering on the progress of the Stormwater Master Plan including completed milestones, prioritized projects, and next steps for implementation.

BACKGROUND:

Since the September 2025 update to City Council, the Stormwater Master Plan has advanced significantly. Key progress includes identifying high-risk drainage areas through engineering analysis, hydraulic and hydrologic modeling, GIS data, and community engagement. Based on objective criteria, projects were prioritized: 15 top-ranked projects have been developed in detail with an approximate cost of \$14.7 million, and 30 additional projects identified for future consideration with an approximate cost of \$23.9 million for a total cost of just under \$40 million for all projects. Potential funding options are general funds, debt services, stormwater utility fee and impact fees as well as grants and local and state stakeholder partnerships.

This presentation will share the ranked project list and outline next steps, including refining drainage criteria, exploring funding strategies, planning for maintenance, and preparing documentation for future Council approval.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Receive the presentation on the update for the Stormwater Master Plan.

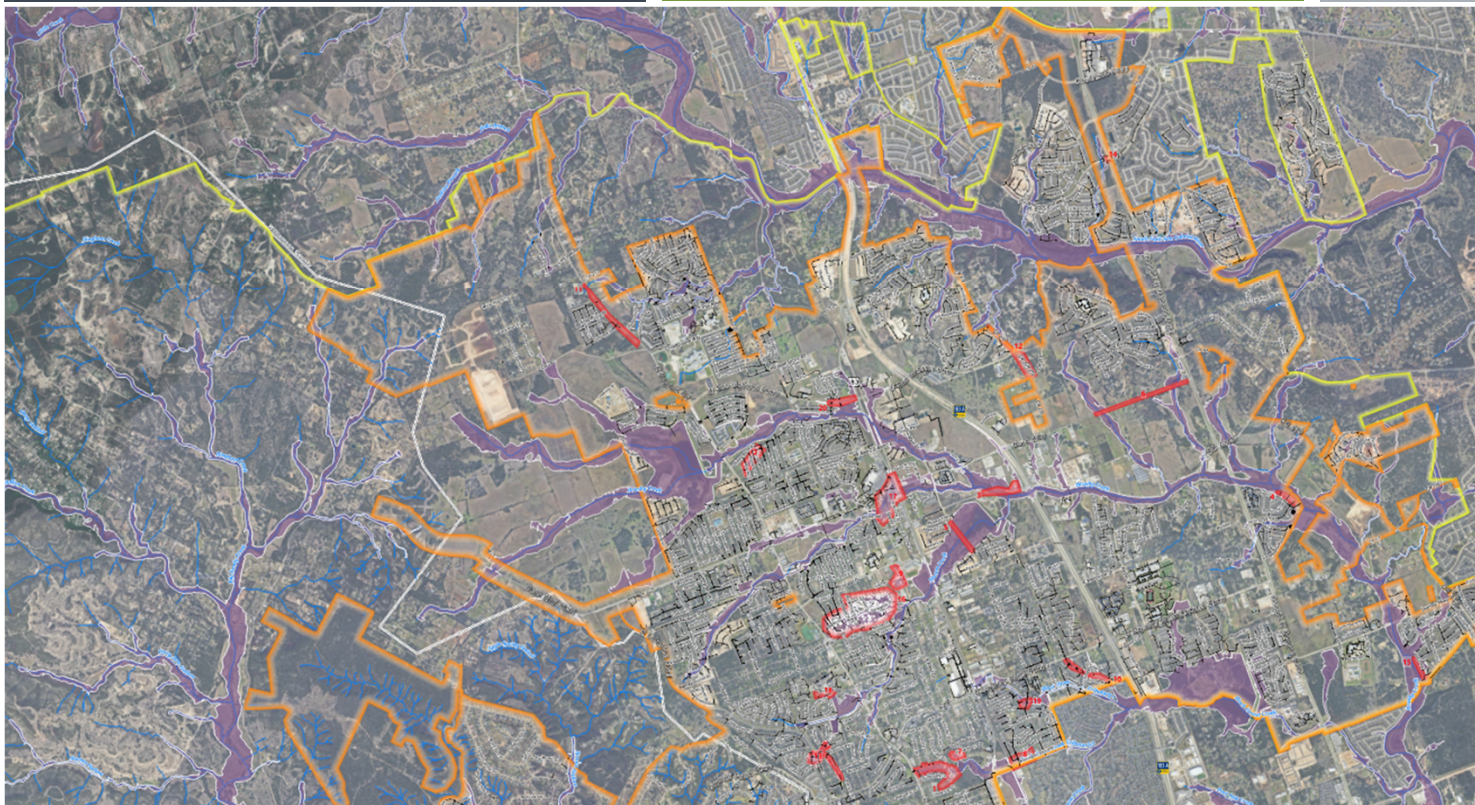
PRESENTER:

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

Fiscal Impact

Attachments:

1. Presentation



CITY OF LEANDER | MARCH 5, 2026



STORMWATER MASTER PLAN UPDATE

EDGE ENGINEERING

AGENDA & OBJECTIVES

AGENDA

- **Stormwater Master Plan Objectives**
- **Brief Recap of Progress To-Date**
 - Data Collection, Public Involvement
 - Flood Study Modeling
 - Areas of Interest Identification & Prioritization
- **Next Steps**
 - CIP Project Recommendations
 - External Funding Opportunities
 - Regional Detention Policies
 - Drainage Criteria Recommendations

STORMWATER MASTER PLAN OBJECTIVES

- *Develop comprehensive digital storm drain system GIS database*
- *Public input for historical flooding issues across City*
- *Identification of flood risk and Areas of Interest*
- *Prioritization of Areas of Interest*
- *Council Presentation September 2025*

- Solution development and project cost estimates
- Update & re-prioritize stormwater projects for overall CIP recommendations
- Drainage policy recommendations
- Internal & External Funding Options
- Regional Detention & Drainage Policy Recommendations



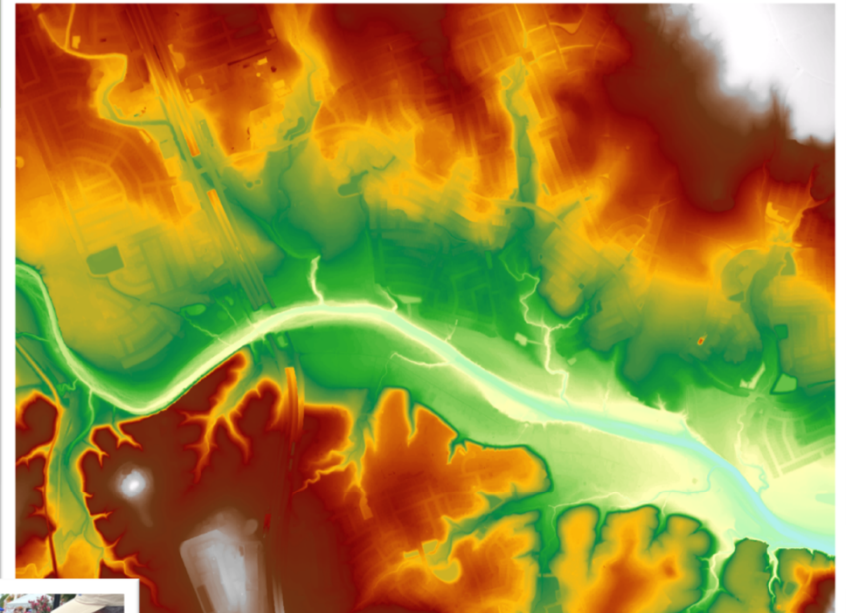
Previously Completed

Remaining Efforts

PROGRESS TO DATE

■ Data Collection

- *Existing Stormwater GIS*
- *As-Builts and Recent Development*
- *LiDAR (ground elevation data)*
- *Prior Flood Studies*
- *Public Involvement Meetings & Surveys*



4

EDGE ENGINEERING

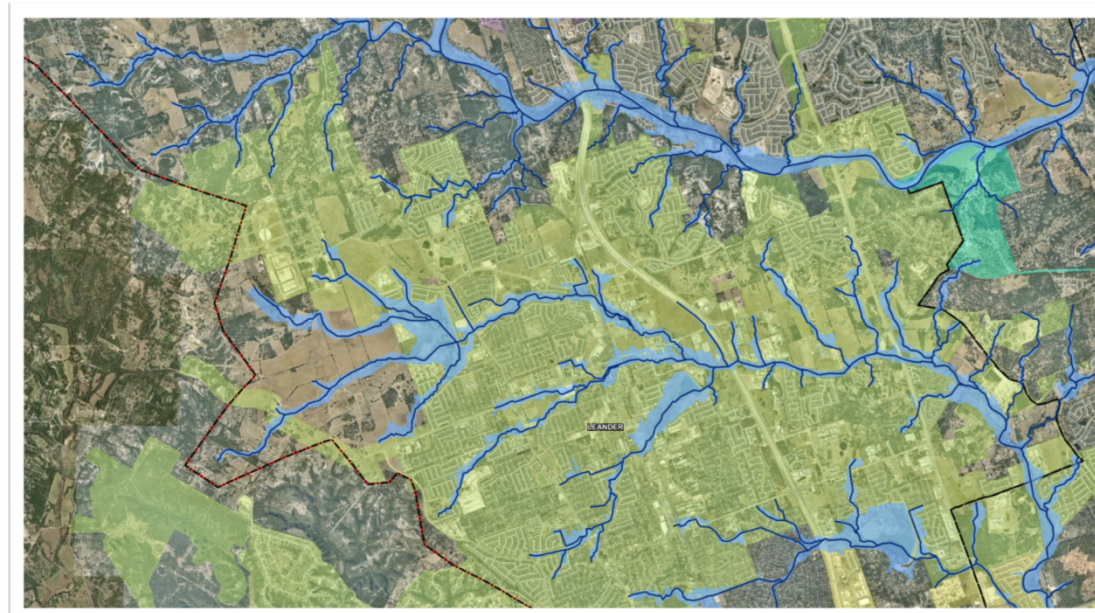
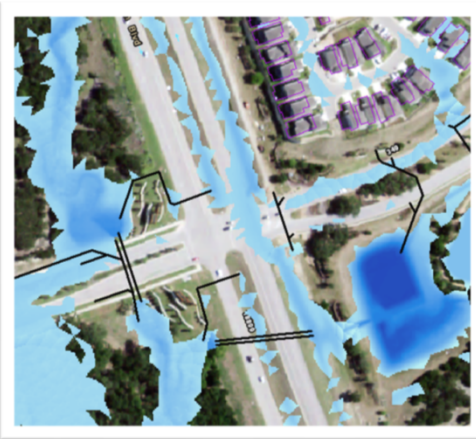
PROGRESS TO DATE

■ Flood Modeling

■ Creek Models

- *Williamson County Atlas 14 Updates*
- *Travis County Atlas 14 Updates*
- *City Upper Brushy Creek Atlas 14 Updates*

■ Local Storm Drain Modeling



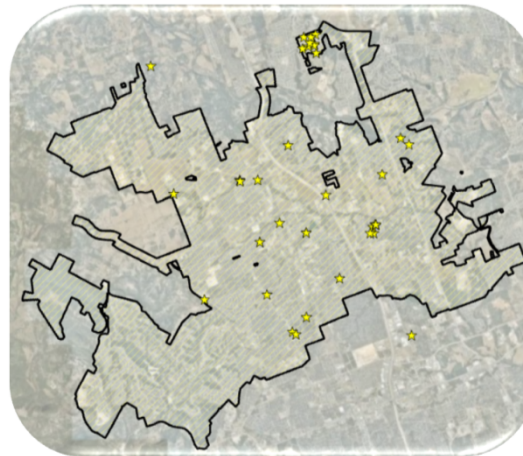
PROGRESS TO DATE

- **Areas of Interest Identification**

- 77 High Flood Risk Areas Identified

Flood risk to properties and roads were identified using:

- Public Input
- Model Data
 - *Local flood modeling results*
 - *Floodplain / Creek modeling results*
 - *FEMA Effective Maps and recent mapped changes (LOMR)*



AREA OF INTEREST PRIORITIZATION (STEP 1)

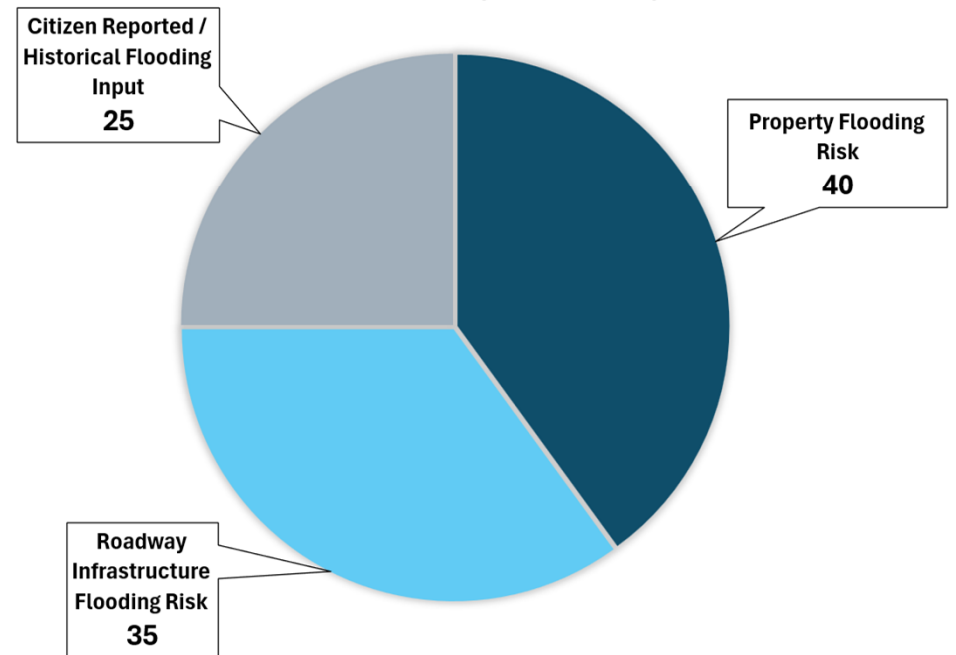
Area of Interest Prioritization (max 100 points)

Property Flooding Risk	
Value	Description
0	No developed property at risk
5	Yard Flooding Only
10	At least 5 habitable structures at risk
20	Between 6-15 habitable structures at risk
30	Between 16-30 habitable structures at risk
40	30+ habitable structures are at risk OR critical structure

Roadway Infrastructure Flooding Risk			
	2-YR	10-YR	25-YR
LOCAL	20	15	10
COLLECTOR	25	20	15
ARTERIAL	30	25	20
ONLY ACCESS	35	30	25

Citizen Reported / Historical Flooding Input	
Value	Description
0	No input was received
5	1 citizen provided input
10	2 citizens provided input
15	Known historical flooding issue
25	3+ citizens provided input OR multiple historical flooding issues

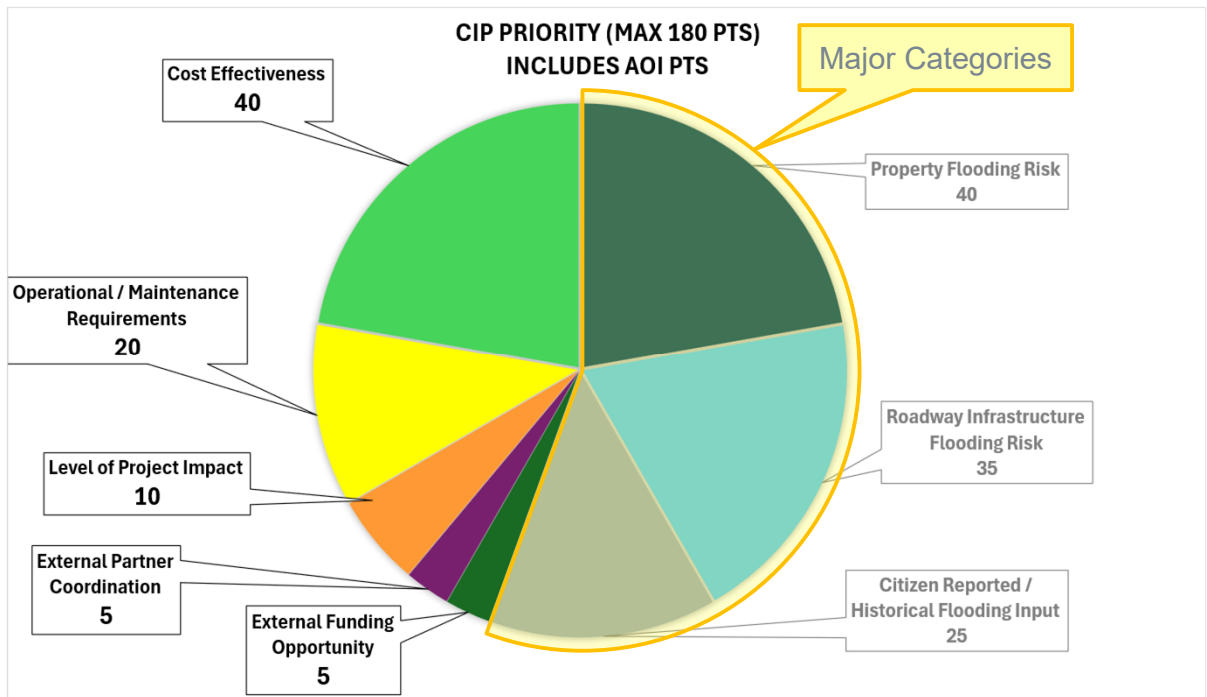
AOI PRIORITY (MAX 100 PTS)



STORMWATER PROJECTS PRIORITIZATION (STEP 2)

■ Additional CIP Prioritization Criteria

- Cost Effectiveness
- Operational / Maintenance Requirements
- Level of Project Impact
- External Partner Coordination
- External Funding Opportunity



PROPOSED CIP PROJECT CUT SHEETS

CITY OF LEANDER DRAINAGE MASTER PLAN PROJECT: PROJECT SUMMARY



Project ID: SFSG-T25-1 (Rank #6) Formerly #10
Project Name:
Drainage Basin: BHC_110

Problem Description

A tributary of South Fork San Gabriel crosses the roadway, CR 270 and is north of a residential neighborhood, as well as south of the recently built Wildflower RV Park. The flows in the crossing flow south to north through a small culvert underneath the road and is currently undersized and does not adequately convey the incoming flow during a 25 year storm event and cause inundation to occur above the roadway.

Proposed Improvements

Replace ex. ~24" CMP with 4 - 36" RCP and PSETs, match driveway and interior culvert drainage at "CENTEX" property, channel grading & riprap along CR 270 and through CENTEX and gas tank pad site

CIP Ranking Criteria

	Score
Property Flooding	0
Roadway Flooding Risk	25
Citizen Input/Historical	15
Cost Effectiveness	24
O&M Requirements	15
Level of Proj Impact	3
External Partner Coord	1
External Funding Opp	1
Total	84

Project Costs

Engineering & Survey:	\$ 54,000
Construction:	\$ 268,054
Other:	
Total:	\$ 322,054
Conceptual Cost Range:	\$250k - \$500k
Estimated Construction Duration:	6 Months

Assumptions

Development downstream of the culvert crossing CR 270 has been constructed after the creation of the best available HEC-RAS models. Proposed improvements do not significantly reduce overtopping - may need to replace second low water crossing as well

Project Photos



Proposed Improvements

Project ID & Priority Ranking

Description of flooding concern

Category Scores & Ranking Total

Assumptions for further Engineering analysis

Aerial Photo of Project Location

Planning-Level Solutions: Construction & Engineering Cost Estimate

Proposed Improvements

Estimated Project Cost and Duration

TOP 15 PRIORITY AREAS

Area of Interest Prioritization

Rank	Problem Area ID	Type	Project Area Location	Proposed Benefits	Priority Score (180 max)	Project Cost
1	NFB-2	SF Subdivision	Near Fire Station 1, Mistflower Springs	2 phases, reduce overtopping & ponding, improve conveyance	121	\$ 770,000
2	SFB-1	Commerical + Rdwy	Highway 183 near W Broade St	Reduce roadway and neighborhood flooding, clear vegetation	106	\$ 1,320,000
3	BLC-11	SF Subdivision	County Glen Dr & Emerald Island Dr	Reduce roadway flooding, improve conveyance east	89	\$ 2,090,000
4	MC-7	SF Sub + Rdwy	Still Meadow Dr at Bagdad	3 Phases, Levee cert removes homes from FP, storm & channel imp.	97	\$ 1,880,000
5	BC-6	Commerical + Rdwy	Ranch Road 2243 near 1st Baptist Church	Reduces flooding on church, increases developable land	96	\$ 660,000
6	SFSG-T25-1	Roadway	CR-270 near CENTEX	Reduces frequency of overtopping & roadway maintenance/repair	84	\$ 325,000
7	NFB-6	Roadway	Hero Way West near CR 290	Increased culvert capacity reduces overtopping for major evac route	82	\$ 555,000
8	NFB-5	SF Subdivision	Near Waterfall Ave & Sunny Ridge Dr	Remove vegetation & improve conveyance to Devine Lake	79	\$ 260,000
9	NFB-1	Roadway	San Gabriel Pkwy near US 183	Reduce overtopping and flooding either side of SGPkwy	79	\$ 1,005,000
10	BLC-7	Commerical + Rdwy	Highway 183 and E Crystal Falls Pkwy	Improve conveyance across 183 & through warehouses	78	\$ 1,265,000
11	BC-2	SF Subdivision	Near Echo Park Dr & Pecan Creek Dr	Reduce flooding impacts to neighborhood park, improve FP storage	74	\$ 450,000
12	MC-1	Roadway	Horizon Park Blvd near Horizon Lake	Raise roadway & bridge crossing	72	\$ 610,000
13	BLC-10	Roadway	S Hwy 183 near Rush Automotive	Improve FP storage, reduce overtopping of US 183	71	\$ 1,305,000
14	SFSG-T28.01-1	SF Subdivision	Twinspur St in Bonnett subdivision	Improve conveyance and reduce neighborhood road overtopping	70	\$ 760,000
15	BLC-3	SF Subdivision	Ridgewood Dr in Ridgewood subdivision	Improve storm infrastructure, culvert crossings, and channel grading	67	\$ 1,400,000

Notes:

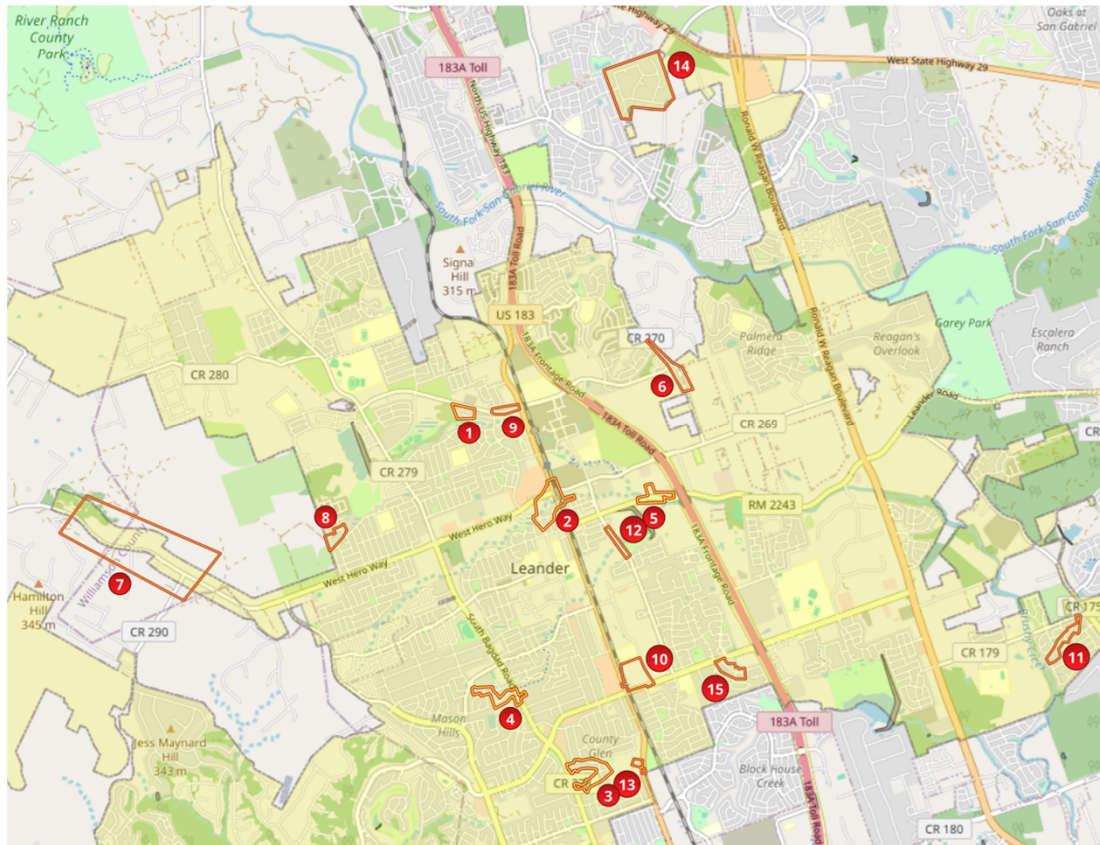
1) A model source factor of 0.7 was assigned to flood results obtained from 2D local stormdrain ICM modeling.

A factor of 1 was used for flooding results obtained from HEC-RAS 1D riverine model.

2) Roadways were flagged as areas of interest if they did not meet the COL standards (25 yr storm event).

TOP 15 PRIORITY AREAS

LOCATION MAP



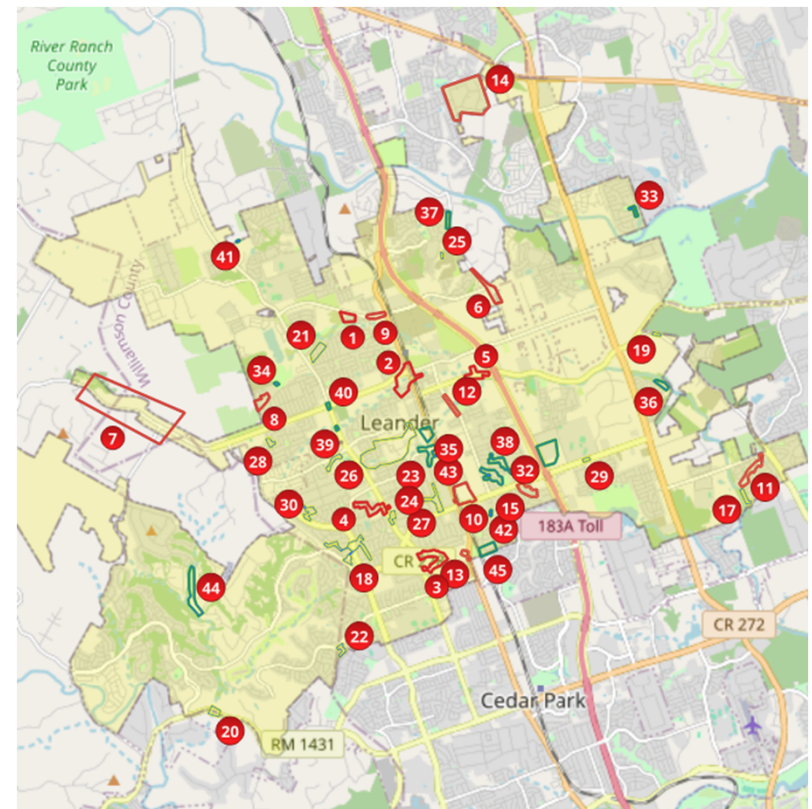
Rank	Problem Area ID	Priority Score (180 max)	Project Cost
1	NFB-2	121	\$ 770,000
2	SFB-1	106	\$ 1,320,000
3	BLC-11	89	\$ 2,090,000
4	MC-7	97	\$ 1,880,000
5	BC-6	96	\$ 660,000
6	SFSG-T25-1	84	\$ 325,000
7	NFB-6	82	\$ 555,000
8	NFB-5	79	\$ 260,000
9	NFB-1	79	\$ 1,005,000
10	BLC-7	78	\$ 1,265,000
11	BC-2	74	\$ 450,000
12	MC-1	72	\$ 610,000
13	BLC-10	71	\$ 1,305,000
14	SFSG-T28.01-1	70	\$ 760,000
15	BLC-3	67	\$ 1,400,000

PROJECTS RANKED 16 - 45

RANK	AREA TYPE	LOCATION	PROPERTY	ROADWAY	REPORTS	COST EFF.	O&M REQ.	IMPACT	EXT. COORD	EXT. FUNDS	TOTAL
16	SF Subdivision	Near Waterfall Ave	30	0	0	24	20	0	5	0	79
17	SF Subdivision	Steece Way	30	0	0	24	15	0	1	5	75
18	SF Subdivision	N Lakeline Blvd	28	0	0	24	10	3	5	0	70
19	Roadway	CR-175	0	30	0	20	15	0	1	3	69
20	Roadway	FM1431	0	30	0	12	20	0	1	5	68
21	SF Subdivision	Henderson Dr	28	0	0	16	15	3	5	0	67
22	SF Subdivision	Granite Hill Cv	21	0	0	24	15	3	3	0	66
23	Mixed use	Near Horseshoe Dr	28	0	0	8	13	10	3	3	65
24	SF Sub + Rdwy	S Bagdad Rd	10	20	0	20	15	0	1	0	66
25	SF Subdivision	Mollie McBride Ln	20	0	0	24	15	0	5	0	64
26	SF Subdivision	Cerezo Dr	21	0	0	16	20	0	5	0	62
27	SF Subdivision	S West Dr	21	0	0	20	16	0	5	0	62
28	SF Subdivision	Ran Rd	21	0	0	20	15	0	5	0	61
29	Roadway	E Crystal Falls Pkwy	0	20	0	20	15	0	3	3	61
30	SF Subdivision	Stinnett Ln	28	0	0	12	15	0	5	0	60
31	SF Subdivision	Birch Brook Ln	28	0	0	16	10	0	5	0	59
32	Commerical	TX-183A and E Crystal Falls Pkwy	21	0	0	24	10	3	1	0	59
33	SF Subdivision	Mongolian Dr	20	0	0	20	15	0	1	3	59
34	Roadway	Maple Creek Dr	0	20	0	16	15	0	5	3	59
35	Roadway	S Hwy 183	0	20	0	12	15	10	1	0	58
36	SF Subdivision	Rabbits Tail Dr	20	0	0	24	10	0	1	2	57
37	Roadway	CR-270	0	25	0	12	15	0	1	3	56
38	SF Subdivision	Willow Creek Dr	28	0	0	16	10	0	1	0	55
39	Roadway	N Bagdad Rd	0	25	0	8	14	3	1	3	54
40	Roadway	N Bagdad Rd	0	30	0	12	10	0	1	0	53
41	Roadway	Mockingbird HI	0	20	0	20	11	0	1	0	52
42	Roadway	Horizon Park Blvd	0	15	0	16	15	0	5	0	51
43	Mixed use	Sonny Dr	21	0	0	12	10	3	1	3	50
44	SF Subdivision	High Lonesome	15	0	5	16	9	0	1	3	49
45	SF Subdivision	Washington Square Dr	20	0	0	12	10	0	0	3	45

RECOMMENDATIONS FOR CIP PROJECT INCLUSION

- Priority Projects 1-15 are recommended for addition to CIP
 - Objective criteria and relative ranking reflect known drainage issues that need to be corrected to prevent further concerns
- Grand Total for Areas of Interest 1 through 45 is just under **\$40 million**
 - Total Cost for the Top 15 projects is approx. **\$14.7 million**
 - Total Cost for remaining projects 16-45 is approx. **\$23.9 million**



EDGE ENGINEERING

STORMWATER FUNDING OPTIONS

- **Potential Funding Mechanisms:**
 - CIP – General Funds & Debt Services (Currently used)
 - Stormwater Utility Fee / Impact Fees
 - Dedicated funding source for maintenance, operations, and repairs
 - *Regulated by TGC 1502.070, LGC 395*
 - External Funding
 - Grants, financial assistance

STORMWATER FUNDING OPTIONS

External Funding Opportunities

- Local, Federal, and State programs offer grants or assistance
 - FEMA, TDEM, TWDB, GLO
- Online Resources to help identify funding program availability & applicability
 - <https://texasfloodclearinghouse.org>
- Local and State stakeholder partnerships
 - Williamson & Travis County
 - TxDOT
 - NRCS



FEMA



EDGE ENGINEERING

EXTERNAL FUNDING OPPORTUNITIES

Applying for Funding Programs

- Stormwater Master Plan identified 5 of the top 15 priority CIP projects that may be good candidates for grant applications
- Assemble Grant Application documents, data, and supporting analysis
 - Requires preliminary engineering, historical records of damage, or justification of need
 - Most projects selected for funding demonstrate a Benefit-to-Cost Ratio of 1.0 or higher

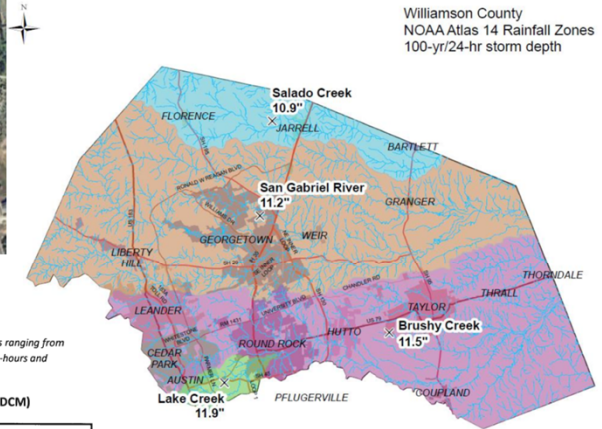


EDGE ENGINEERING

NEXT STEPS

Stormwater Master Plan Implementation

- Finalization & Adoption of Stormwater Master Plan
- Future Stormwater Policy Recommendations
 - Evaluate regional detention policies
 - Drainage criteria recommendations



*The mapping tool provides data for rainfall durations from 5-min to 60-days at recurrence intervals ranging from 1-year to 1000-years. Discussions in this memorandum will be limited to durations from 5-min to 24-hours and recurrence intervals from 2-years to 100-years to match the design storms in COA's DCM.

Table 1 - Atlas 14 DDF Data for Leander (Replaces Table 2-3 in the Austin DCM)

Depth-Duration-Frequency Table									
Depth of Precipitation (inches)									
Duration	Average recurrence interval (years)								
	1	2	5	10	25	50	100	200	500
5-min	0.422	0.511	0.646	0.766	0.943	1.09	1.25	1.41	1.64
10-min	0.672	0.814	1.03	1.23	1.51	1.75	2	2.26	2.6
15-min	0.848	1.02	1.29	1.53	1.88	2.17	2.48	2.8	3.25
30-min	1.2	1.44	1.81	2.14	2.62	3.01	3.44	3.89	4.54
60-min	1.55	1.88	2.37	2.82	3.47	4.01	4.59	5.24	6.17
2-hr	1.84	2.3	2.96	3.58	4.51	5.3	6.19	7.19	8.68
3-hr	2	2.54	3.31	4.05	5.18	6.15	7.27	8.55	10.5
6-hr	2.29	2.97	3.93	4.85	6.28	7.52	8.97	10.6	13.2
12-hr	2.65	3.43	4.53	5.6	7.23	8.65	10.3	12.2	15.2
24-hr	3.05	3.92	5.17	6.36	8.16	9.72	11.5	13.6	16.9

QUESTIONS



Chad Cormack, PE, CFM
David A. Clark, PE, CFM

(512) 767-1009
7000 N Mopac Expy ▪ Ste 325
Austin, TX 78731

EDGE ENGINEERING



Visitors Center Report

What we have spent in 2025 on tourism

Municipality's HOT information	2025	Check 1	Check 2	Check 3	Check 4	Received Total	2025 Actuals
Amount of annual revenue collected	\$165,000.00						
Amounts (\$) allocated for non-population bracketed beneficiaries of revenue	\$125,000.00	\$34,938.28	\$31,350.27	\$33,223.82	\$34,339.94	\$133,852.31	
Convention or information centers	\$76,000.00	\$21,242.47	\$17,350.27	\$25,000.00	\$19,339.94	\$82,932.68	\$86,416.42
Registering convention delegates	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$250.91
Advertising to attract tourists	\$15,000.00	\$4,192.59	\$1,000.00	\$0.00	\$5,000.00	\$10,192.59	\$10,054.58
The promotion and improvement of the arts	\$30,000.00	\$8,385.19	\$10,000.00	\$8,223.82	\$10,000.00	\$36,609.01	\$34,112.78
Historical restoration and preservation projects	\$4,000.00	\$1,118.02	\$3,000.00	\$0.00		\$4,118.02	\$3,017.62
Signage directing the public to sights and attractions	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
Percent of total (%) for non-population bracketed beneficiaries of revenue							
Convention or information centers	60.80%	60.80%	55.34%	75.25%	58.21%	61.96%	
Registering convention delegates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	
Advertising to attract tourists	12.00%	12.00%	3.19%	0.00%	15.05%	7.61%	
The promotion and improvement of the arts	24.00%	24.00%	31.90%	24.75%	30.10%	27.35%	
Historical restoration and preservation projects	3.20%	3.20%	9.57%	0.00%	0.00%	3.08%	
Signage directing the public to sights and attractions	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	

<u>Municipality's HOT information</u>	2026
Amount of annual revenue collected	\$165,000.00
<u>Amounts (\$) allocated for non-population bracketed beneficiaries of revenue</u>	\$130,000.00
Convention or information centers	\$81,000.00
Registering convention delegates	\$0.00
Advertising to attract tourists	\$15,000.00
The promotion and improvement of the arts	\$30,000.00
Historical restoration and preservation projects	\$4,000.00
Signage directing the public to sights and attractions	\$0.00
<u>Percent of total (%) for non-population bracketed beneficiaries of revenue</u>	
Convention or information centers	62.31%
Registering convention delegates	0.00%
Advertising to attract tourists	11.54%
The promotion and improvement of the arts	23.08%
Historical restoration and preservation projects	3.08%
Signage directing the public to sights and attractions	0.00%

Big Goals for 2025

1. Successfully Rosie the Riveter and our existing festivals.-
2. Maintain activity on all of our social platforms and websites
3. Assist Economic Development in the recruitment of a signature hotel
4. BUILD A NEW VISITORS CENTER- Step 1



Results from our work in 2025

Tour Texas-

Leander

02/11/2025 - 02/12/2026

TOTAL CONTENT ENGAGEMENT = 51,008

233 - Total Guides Ordered

0 - Postal requests

233 - PDF downloads

Average economic impact for each Visitor Guide sent out is \$48*.

TourTexas.com has facilitated **233** Visitor Guide Requests to Texas travelers on your behalf.

TOTAL ECONOMIC IMPACT OF THOSE REQUESTS

=\$11,184

Top Responding States

TX

TEXAS

FL

*Source: DMA West Visitor Guide Readership Study 2022

Total actions taken - 51,008



233
PDF
Requests



2,046
Website
Click-Thrus



33,236
Page
Views



9,476
Video
Views



11
Slideshow
Views



1,982
Facebook
Click-Thrus

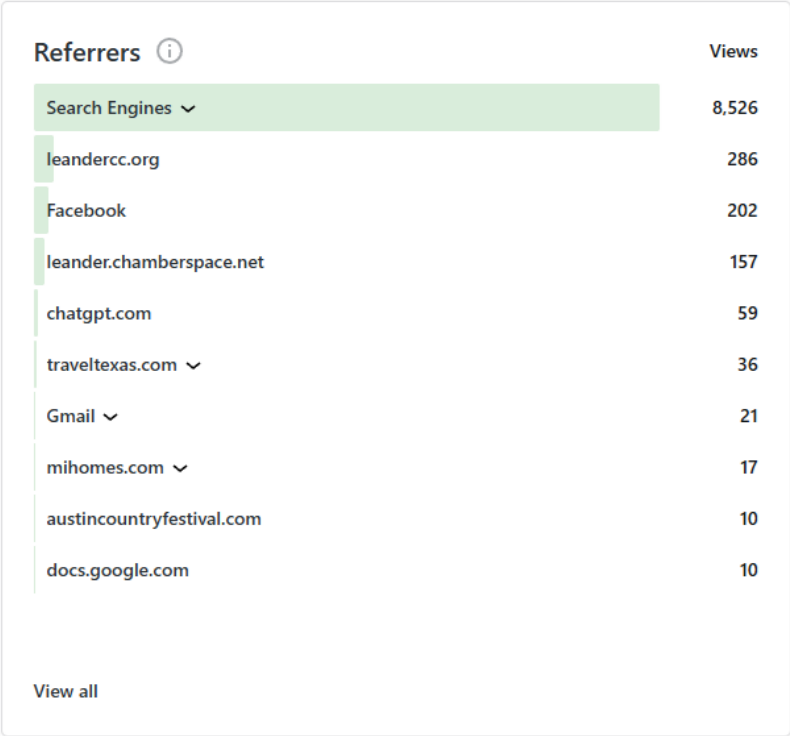
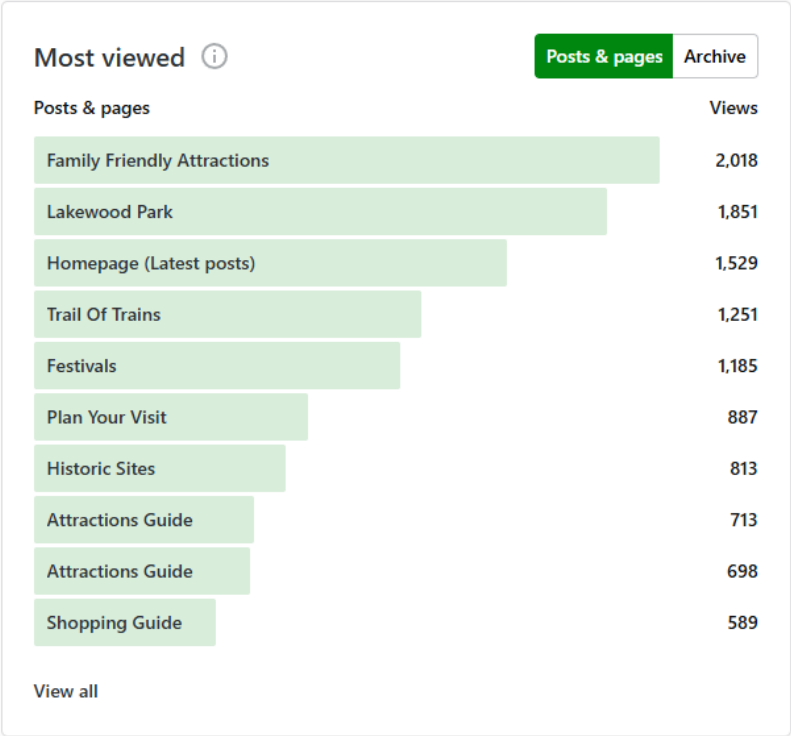


2,032
Instagram
Click-Thrus



1,992
Newsletter
Click-Thrus

Results from our work



[https://youtu.be/Ril
arGxId0U?si=ujT0Z
oYpH1q2QQdH](https://youtu.be/Ril
arGxId0U?si=ujT0Z
oYpH1q2QQdH)



Trip Builder

MY  TRIP

YOUR
TRIP TO TEXAS

Map View



Discover more about
[Adventure into Leander](#)

Tourism Friendly City



Texas Tourism Office
Office of the Governor
P.O. Box 12428
Austin, TX 78711

Dear Texas Tourism Office,

On behalf of the City of Leander and the Leander Chamber of Commerce & Visitors Center, I am pleased to submit this letter of intent for Leander to become a certified Texas Tourism-Friendly City through the State of Texas. Our community is dedicated to fostering tourism, celebrating our unique offerings, and promoting Texas as a world-class destination.

Leander is a thriving city that blends small-town charm with exciting experiences for visitors and residents alike. From our vibrant community events, such as the Old Town Street Festival, to attractions like the Trail of Trains public art adventure and Lakewood Park's stunning outdoor spaces, Leander is a gateway to unforgettable moments and the heart of all things Central Texas.

As a certified Tourism-Friendly City, we are committed to collaborating with the Texas Tourism Office to enhance our marketing initiatives, support local businesses, and ensure a positive economic impact from tourism. Certification will align perfectly with our goal to showcase Leander's distinctive character and contribute to Texas' reputation as a leading travel destination.

We are eager to work with the Texas Tourism Office to complete the certification process and meet all requirements. Please let us know how we can best move forward with this exciting opportunity to elevate Leander's tourism efforts.

Thank you for considering our intent to become a Texas Tourism-Friendly City. We look forward to partnering with you to continue promoting the best of Leander and Texas.

Sincerely,
Bridget Brandt
President
Leander Chamber of Commerce & Visitors Center

Big Goals for 2026

1. Successfully Host Old Town Street Festival & Old Town Christmas Festival
2. Maintain activity on all of our social platforms and websites
3. Assist Economic Development in the recruitment of a signature hotel
4. Continue to fundraise for the new Visitors Center
5. City placement in new segment

Thank you!!



EXECUTIVE SUMMARY
3/5/2026

AGENDA SUBJECT:

Approval of the minutes for meetings held on February 17, 2026, and February 19, 2026.

BACKGROUND:

Attached are the minutes for February 17, 2026, canvass of the February 7, 2026 Special Election to fill an unexpired term for the Mayor and Councilmember Place 4 and the regular meeting held on February 19, 2026.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the minutes for meetings held on February 17, 2026, and February 20, 2026.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 02.17.2026
2. Draft Minutes 02.19.2026



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

Development Services - Brushy Conference Room
201 North Brushy Street - Leander, Texas
Tuesday, February 17, 2026
Special Called Meeting at 1:00 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

SPECIAL CALLED MEETING – CONVENE AT 1:00 PM

1. Open meeting and confirm a quorum is present.

Opened meeting at 1:00 p.m. and confirmed a quorum of the City Council was present.

2. Canvass the results of the Special Election held on February 7, 2026, to duly elect a Mayor and Councilmember Place 4 to fill unexpired terms.

Motion: Approve the canvass as read into the record.

By: Councilmember Blair

Seconded: Councilmember Herrera

Vote: 3 - 0

3. Adjournment

Adjourned at 1:02 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



**MINUTES
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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:00 p.m.

2. Roll Call.

Roll call reflected all present.

3. Convene into Executive Session pursuant to 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.

Convened into Executive Session at 6:02 p.m.; reconvened into open session at 6:40 p.m.

No action was taken.

Briefing workshop adjourned at 6:40 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:01 p.m.; Serenity Coats with End Time Christian Fellowship provided the invocation; and Mayor Thompson led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present.

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.]

[Recessed at 7:14 p.m.; reconvened back into open session at 7:25 p.m.]

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.]

James Dean, 2513 Costa Del Sol - commented on working together.

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.

Mayor Thompson stated taking Staff Reports out of order and would hear Item 3 first; Tanya Clawson, ACDI, needs to leave for a Jarell council meeting.

3. Solid waste update included the history of the company; the safety of company employees; the recent winter storm on daily operations; and contingency plans going forward with weather-impacting events.

1. Water update included BCRUA Phase 1D, 2, and 2A work progress; Sandy Creek water treatment plant expansion progress; and Williamson County Water Group.

2. Advanced Metering Infrastructure (AMI) updated included project team; what is AMI; activities to date; additional services; deployment and timelines; and customer portal.

CONSENT AGENDA: ACTION

Mayor Thompson stated Items 12 and 14 were pulled from the consent agenda and will be considered separately.

Motion: Approve consent agenda items 11, 13, 15 through 17.

By: Councilmember Chang

Seconded: Councilmember Blair

Vote: 7 - 0

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.

Motion: Approve the Corporate authorization Resolution with East West Bank.

By: Mayor Thompson
Seconded: Councilmember Blair

Vote: 7 - 0

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.

Motion: Approve Resolution supporting the application to DarkSky International.

By: Mayor Thompson
Seconded: Councilmember Chang

Vote: 6 - 1 (Sponseller)

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.

No action taken.
20. Discuss and provide direction regarding the participation of stakeholders and focus groups to engage with CivicBrand for development of the Community Brand Strategy.

No action taken.

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

Motion: Approve Option 1 for make-up of Comprehensive Planning Advisory Committee.

By: Mayor Thompson
Seconded: Councilmember Blair

Vote: 7 - 0

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

Motion: Approve Councilmember Ross as Mayor Pro Tem for 2026-2027.

By: Mayor Thompson
Seconded: Councilmember Chang

Vote: 7 - 0

23. Council Member Closing Statements.

Stephen Chang - commented on February 19, 1846 the Republic of Texas officially ended and was incorporated into the United States; and 2026 is the lunar year of Fire Horse symbolizing strength and freedom.

Michael Herrera - commented on recent Hill Country Ministries Mardi Gras event.

Natomi Blair - commented on Humane Heroes kennel extension; and quoted Robert Burns purpose of life.

Annette Sponseller - commented on upcoming VFW Youth Scholarship and Teacher of the Year award event.

Andrew Naudin - commented on February 19, 1945 US Marines invaded Hiroshima; on February 19, 1982 Ozzy Osborne arrested in San Antonio and banned from state until 1992; reminded everyone to spay and neuter your pets; and the importance of mental health.

Na'Cole Thompson - stated dinner was from Brooklyn Heights; reminded everyone to shop locally; welcomed Councilmember Sponseller; and commented on upcoming events.

24. Adjournment

Adjourned at 9:27 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
3/5/2026

AGENDA SUBJECT:

Award of Solicitation S26-006 to D.I.J. Construction, Inc., for the furnishing of all labor, material, equipment, and supervision necessary to perform all work required for roadway striping services on an "as needed" basis for five (5) years not to exceed \$500,000.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The adopted FY 2026 budget has funds allocated for roadway striping to maintain municipal roadways as part of an annual rehabilitation program. This program was instituted in 2018 to address the City's growing maintenance needs with regard to distressed and damaged roadway striping. Roadway striping selected annually for restoration is chosen based on, but not limited to, the condition of striping near schools, citizen requests, and Public Works' staff observations. The City of Leander currently maintains more than 350 centerline miles of roadways and aims to preserve and improve roadway markings.

The City of Leander sought proposals from qualified respondents to provide Professional Services for the furnishing of all labor, material, equipment, and supervision necessary to perform all the work required for roadway striping on an "as-needed" basis for a five (5) year term in accordance with the specifications outlined within the scope of work. Roadway striping work will include, but not be limited to, applying and removing reflective thermoplastic markings and markers, removing and installing raised pavement markings, installing crosswalks, curb painting, and related services.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of allocated funds for roadway striping to maintain municipal roadways as part of an annual rehabilitation program.

PRESENTER:

Victor Castillo, Purchasing Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$500,000.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New

Recurring or one-time:

Recurring

Fund source (Operating / Utility / etc.):

General Fund

Attachments:

1. S26-002 - Scoring Summary
2. CO Leander Contract 2.26

S26-002 - CITY OF LEANDER ROADWAY STRIPING

Scoring Summary

Active Submissions

	Total	Responsive	Respondent's Solution and Program (Segment 1)	Company Work Experience and Personnel (Segment 2)	Cost Proposal (Segment 3)
Supplier	/ 100 pts	Pass/Fail	/ 30 pts	/ 30 pts	/ 40 pts
D.I.J. Construction, Inc.	79.1	Pass	24	27	28.1
Stripe it Up, LLC.	79	Pass	22	17	40

The City requested interviews with both respondents. Stripe-it-up contacted the City to receive their bid prior to interviews. Staff interviewed DIJ Construction and determined them to be a responsible bidder.

CITY OF LEANDER AGREEMENT FOR PURCHASE OF ROADWAY STRIPING SERVICES
WITH
DIJ CONSTRUCTION

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

THAT THIS AGREEMENT specifically for roadway striping services and for related services (referred to herein as the "Agreement"), is made and entered into on this the 5th day of the month of March 2026 by and between the **CITY OF LEANDER**, a Texas home-rule municipality, whose offices are located at 105 N. Brushy Street, Leander, Texas 78641 (referred to herein as the "City"), and **D.I.J. Construction, Inc.**, whose offices are located at 2336 County Road 252, Bertram, TX 78605 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain services, specifically roadway striping services; and

WHEREAS, City published a Request for Proposals (RFP) on October 30, 2025 with all proposals received on December 4, 2025; and

WHEREAS, City desires to purchase specifically roadway striping services from DIJ Construction Inc.; as the awarded proposer for the RFP; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to purchase and Vendor is obligated to provide the services specified herein.

B. **City** means the City of Leander, Williamson County, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Services** means all labor, supervision, specified supplies, materials, commodities, or equipment and labor required to complete the Roadway Striping described in Exhibit A.

F. **Vendor** means D.I.J. Construction, Inc., its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall terminate March 5, 2031.

C. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 ITEMS

A. The services which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence, or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A"

within the contract term specified. A change in the Scope of Services or any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described in Section 9.01 herein.

5.01 ACCEPTANCE OF SERVICES AND COSTS

A. The City shall examine the equipment described in Exhibit "A" upon receipt and shall accept or reject any services which are damaged or otherwise insufficient. The City shall not pay for damaged or insufficient services.

B. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at in Exhibit "B." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of services. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

C. The City shall be authorized to pay the Vendor an amount not-to-exceed **Five Hundred Thousand and No/100 Dollars (\$500,000.00)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

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

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(6); however, this Policy does not apply to

payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the services delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the services delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed or goods to be delivered; (2) the costs associated with the payment of goods and services; or (3) the duration of the work to be performed. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Vendor shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Vendor shall make no claim for extra work done or goods delivered unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Vendor nor for any costs incurred by Vendor relating to additional work not directly authorized by Supplemental Agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee, or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the services as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Roman Poudyal,
Deputy Director of Public Works
601 Municipal Dr,
Leander, Texas 78641
Phone Number: 512.259.2783
rpoudyal@leandertx.gov

14.01 INSURANCE

Vendor shall meet all City of Leander Insurance Requirements as set forth at: <https://www.leandertx.gov/264/Purchasing>.

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified services elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or caused by the negligent acts, errors, or omissions of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement,. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees, and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Leander, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Verifications of Statutory Representations and Covenants. Vendor makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Vendor within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this First Amendment shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this First Amendment, notwithstanding anything in this First Amendment to the contrary.

- i. Not a Sanctioned Company. Vendor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Vendor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.
- ii. No Boycott of Israel. Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this First Amendment. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.
- iii. No Discrimination Against Firearm Entities. Vendor 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 discriminate against a firearm entity or firearm trade association during the term of this First Amendment. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.
- iv. No Boycott of Energy Companies. Vendor 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 First Amendment. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet, or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

D.I.J. Construction, Inc.
2336 County Road 252, Bertram, TX 78605

Notice to City:
City Manager
105 N. Brushy St. Leander, TX 78641

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Leander, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be given within (3) business days and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Leander

D.I.J. Construction, Inc.,

Signature

Signature

Print Name: Todd Parton

Print Name: Kellen Floyd

Title: City Manager

Title: President

Date: _____

Date: 2/12/26

EXHIBIT A SCOPE OF WORK

1. **INTRODUCTION AND BACKGROUND:** The City of Leander seeks proposal from qualified Respondents to provide Professional Services for the furnishing of all labor, material, and equipment, and supervision necessary to perform all of the work required for roadway striping on an “as needed” basis accordance with the specifications outlined within the scope of work.

City of Leander currently maintains 353 centerline miles of roadways and aims to preserve and improve roadway markings. Roadway striping work will include but not limited to applying and removing reflective thermoplastic markings and markers, removing and installing raised pavement markings, installing crosswalks, curb painting, and related services.

2. **Service Specification and Details:** All materials, equipment, preparation, application and removal methods shall conform to the Texas Manual on Uniform Traffic Control Devices (MUTCD) and be installed in accordance with applicable TxDOT Standard Specifications (Items 666, 668, 672, latest edition) and TxDOT Standard Details for pavement markings. Also work should be in general compliance with City general conditions and requirements.

A. TX MUTCD: [Texas Manual on Uniform Traffic Control Devices \(TMUTCD\)](#)

B. TxDOT Specifications: [TxDOT Specifications](#)

C. TxDOT Details: [Standard Details](#)

3. **SERVICE REQUIREMENTS:** The Contractor shall-

- A. Provide roadway striping services City of Leander maintained roadways on an “as needed” basis accordance with the specifications outlined within the scope of work. Only perform work within the City limits of Leander and only at the specified locations approved by the City’s designated representative through a written Notice to Proceed.
- B. Have a knowledgeable and experienced project superintendent or supervisor at the site any time work is being performed with the authority to direct work and respond to City’s inquiries about work details or progress.
- C. Services shall include materials, equipment, construction methods, measurements, application and removal of markings of the specified types, colors, shapes, sizes, widths, and thickness shown on plans or as the City may require.
- D. Furnish all tools, hard hats, safety vests, rubber boots, gloves, transportation to and from the work area, and all other safety materials or devices necessary for workers to perform the work in a safe and orderly manner.
- E. Provide all traffic control signage in accordance with TXDOT and City requirements.
- F. Use machine or hand application per the instruction of the City’s designated representative.
- G. Use equipment licensed and inspected by the Texas Department of Transportation and comply with all applicable State, Federal, and OSHA regulations.
- H. Keep the adjacent areas of the work site free from rubbish and the accumulation of any waste materials and properly dispose of all rubbish and waste materials according to applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations.
- I. Submit invoice on a monthly basis along with all supporting documentation.

4. **SCHEDULING:**

- A. The Contractor shall carefully plan, in close coordination with the City prior to beginning any work, to fully develop procedures, standards and schedule for the work that is to be scheduled.

- B. Submit a work schedule prior to the notice-to-proceed for any issued work orders.
- C. Provide Check in electronically (text, email, phone call, etc.) with the City POC during the operation and provide daily updates.
- D. If services are required to be performed in the hours of 8:00 PM and 5:30 AM. A Temporary Noise Variance application will be required to be submitted and approved before nighty work can be performed.

5. EQUIPMENT: Prior to the start of Services, all equipment may be examined and approved by the City. The City reserves the right to randomly inspect all equipment at any time during the term of the agreement. The following equipment is appropriate for the resulting Contract-

- A. The City recommends using:
 - A. All equipment used to place pavement markings shall be maintained in satisfactory condition. The equipment shall be able to place markings at a rate that will produce a uniform product meeting all the requirements set within item 666 of the standard specifications for Construction of Highways, Streets and Bridges. It shall be capable of placing linear markings up to eight (8) inches in width in a single pass and able to place a center line and no passing barrier line configuration of one (1) broken line with two (2) solid lines at the same time to the alignment and spacing shown on the Plans.
 - B. Equipment shall be capable of placing lines with clean edges of a uniform cross section within a tolerance of 1/8 of an inch per four (4) inches width of marking. It shall have an automatic cut-off device with manual operating capabilities to provide clean, reasonably square marking ends to the satisfaction of the Engineer or the City and provide a method of applying broken line in an approximate stripe-to-gap ratio of 10 to 30. The length of the stripe shall not be less than 10-feet or more than 10.5-feet. The total length of any stripe-gap cycle shall not be less than 39.5-feet or more than 40.5-feet. It shall provide a continuous mixing and agitation of the pavement marking material. The use of pans, aprons or similar appliances will not be permitted for longitudinal striping applications.
 - C. Beads shall be applied by an automatic bead dispenser that is attached to the pavement marking equipment in such a manner that the beads are dispensed uniformly and almost instantly as the marking is placed on the pavement surface. The bead dispenser shall have an automatic cut-off control, synchronized with the cut-off of the pavement marking equipment. A handheld thermometer shall be kept on the project during the placement of pavement markings capable of measuring the temperature of the pavement marking material.

6. CONSTRUCTION METHODS:

- A. Pavement marking shall be applied with an approximate stripe-to-gap ratio of 10 to 30 when the application is broken line striping. The length of the broken stripe shall not be less than 10-feet nor more than 10.50-feet. The total length of any stripe-gap cycle shall not be less than 39.50-feet nor more than 40.50-feet.
- B. With prior approval from the City, pavement markings may be placed on roadways open to traffic. When markings are to be placed under traffic, a minimum of interference to the operation of the traffic flow shall be maintained. Traffic control shall be maintained as shown on the approved Traffic Control Plan. All markings placed under open-traffic conditions shall be protected from traffic damage and disfigurement.
- C. The deviation rate in pavement marking alignment shall not exceed one (1) inch per 200-feet of roadway and the maximum deviation shall not exceed two (2) inches, nor shall any abrupt deviations be acceptable.
- D. Markings shall have a uniform cross section. The density and quality of the markings shall be uniform throughout their thickness. The applied markings shall have no more than five (5) percent, by area, of holes or voids and shall be free of blisters.

- E. Markings shall be reflectorized both internally and externally. Glass beads shall be applied to the materials at a uniform rate sufficient to achieve uniform and distinctive retroreflective characteristics when observed in accordance with Test Method Tex-828-B.
 - F. Pavement markings that are not in alignment or sequence, as shown on the Plans or Standards, shall be removed and replaced at the sole expense of the Contractor.
7. **DAMAGE:** Damage caused to City, State, Federal, or private property as a result of performance of services shall be remedied at the expense of the Contractor.
- A. The Contractor will inspect all roadway pavement and structures for existing damage prior to conducting any work activity in the assigned Project Areas. Observed damage is to be documented and disclosed to the City prior to beginning any services.
 - B. Project Areas may be checked for damage by the City prior to commencement of services and randomly during the Contract term.
 - C. The Contractor shall, at their own expense, carefully protect all roadway structures and utilities within Project Areas so that there is no damage or utility service loss.
 - D. The City shall be notified immediately of any damage of street pavements or structures (i.e. manhole lids or covers are missing/broken) within the striping areas.
 - E. Damages shall be documented by memo to the Inspector with a copy to the contract file and Contractor.
 - F. The Contractor will designate a contact person for damage claims.
8. **SAFETY OF WORK CREW:** Due to the high traffic areas and visibility of work crews from the roadways, safety of the work crews shall include but not be limited to the following:
- A. Contractor's crew shall wear and display proper warning devices (orange or yellow safety vest, flashers, strobe lights and warning signs) in order to ensure both employee and public safety. Crew shall dress and remain dressed in a presentable fashion. Inappropriate dress includes, but is not limited to, bare chest (no shirt), shorts, or the improper use of safety clothing and devices.
 - B. Crew shall wear protective eye and ear wear.
 - C. The Contractor shall be responsible for furnishing all signs and traffic controls as required by TXDOT on Attachment D and make adjustments as required by the City.
 - D. All signs shall be mounted on their own stands and be mounted not less than three feet (3 ft.) from the bottom of the sign to the natural ground line. Each sign shall have two brightly colored safety flags attached to it. It will not be permissible to hang or lean these signs. The signs shall be erected in such a manner that they shall not obstruct the traveling public view of the normal roadway signing.
 - E. All trucks shall display a highly visible, 5-inch diameter, omni-directional amber flashing light.
9. **VEHICLE IDENTIFICATION AND PARKING:** Contractor vehicles and personnel shall-
- A. Be licensed and insured for travel on public roads.
 - B. Have the name of the Contractor clearly displayed on each side of the vehicle.
 - C. Park vehicles in areas that do not create potentially hazardous traffic situations.
10. **COMMUNICATION:** The successful Respondent shall provide communication equipment as necessary to perform the Services. This may include 2-way radios, cellular phones with data plans, electronic tablets, telephone answering devices, email, etc.
- A. The Contractor shall respond to communication requests from the City within three (3) hours during the normal working hours of 7:00 AM to 4:00 PM.
 - B. The Contractor shall make contact with the City on a regular basis, at a time mutually agreed upon

by the City and Contractor. This contact is for the purpose of discussing areas to be maintained, Contractor's work schedule for the day/week, areas to be inspected for approval, inclement weather considerations, etc.

11. INSPECTION OF WORK AND WORK RECORD SUMMARY:

- A. The City shall make inspections or re-inspections to ensure the Services performed are completed per the scope of work and in accordance with the time schedules communicated. Upon determination of any violation of the specifications and/or terms of the agreement, the City will request the Contractor cure the unsatisfactory situation, and progress as required until the work is approved or the contract is re-evaluated.
- B. Work Record Summary is a written record detailing the times and locations of when the successful Respondent and employees were on the job site performing Services. A Work Record Summary shall accompany all Invoices and detail dates, times, and locations of when work was completed. Invoices without the supporting Work Record Summary may not be approved for payment.

12. CONTRACTOR RESPONSIBILITIES: The Contractor shall-

- A. Provide a list of responsible representatives with names, titles, addresses, and telephone numbers.
- B. Staff each job with sufficient personnel to ensure safe and timely completion of the work.
- C. Coordinate with the City to develop a project schedule that is mutually agreeable to both parties.
- D. Demonstrate to the City's designated representative that all the work has been completed per the contract specifications and codes.

13. CITY RESPONSIBILITIES: The City will-

- A. Provide specific location(s) information to the Contractor to perform the work sites.
 - i. Share applicable City plans with the Contractor for project reference.
- B. Appoint a designated City representative.
- C. Coordinate all work and scheduling with the Contractor.
- D. Provide instruction on the type of application (machine or hand) for each job.
- E. Monitor and inspect the project areas.
- F. Provide access to any location that is not available to the public.

EXHIBIT B RATE SHEET

RATE SHEET

City of Leander Roadway Striping			
Item No.	Unit	Item Description	Cost
1	FT	REFL PAV MRK TY I (Y) 4" (SLD) (100MIL)	\$ 0.60
2	FT	REFL PAV MRK TY I (Y) 4" (BRK) (100MIL)	\$ 0.50
3	FT	REFL PAV MRK TY I (Y) 8" (SLD) (100MIL)	\$ 3.40
4	FT	REFL PAV MRK TY I (Y) 12" (SLD) (100MIL)	\$ 4.54
5	FT	REFL PAV MRK TY I (Y) 24" (SLD) (100MIL)	\$ 9.35
6	FT	REFL PAV MRK TY I (W) 4" (SLD) (100MIL)	\$ 0.57
7	FT	REFL PAV MRK TY I (W) 4" (BRK) (100MIL)	\$ 0.57
8	FT	REFL PAV MRK TY I (W) 8" (SLD) (100MIL)	\$ 1.75
9	FT	REFL PAV MRK TY I (W) 12" (SLD) (100MIL)	\$ 5.34
10	FT	REFL PAV MRK TY I (W) 24" (SLD) (100MIL)	\$ 11.13
11	FT	REFL PAV MRK TY I (W) (ARROW)(100MIL)	\$ 200.25
12	FT	REFL PAV MRK TY I (W)(DBL ARROW)(100MIL)	\$ 235.85
13	FT	REFL PAV MRK TY I (W)(WORD)(100MIL)	\$ 235.85
14	FT	REFL PAV MRK TY I (W) (BIKE SYML) (100 MIL)	\$ 200.25
15	FT	REFL PAV MRK TY I (W) (BIKE ARW) (100 MIL)	\$ 204.70
16	EA	REFL PAV MRK TY I (W) (RR XING) (100 MIL)	\$ 712.00
17	EA	REFL PAV MRKR TY II A-A	\$ 5.70
18	EA	REFL PAV MRKR TY (FH BLUE REFLECTOR) TY II B-B	\$ 19.00
19	EA	REFL PAV MRKR TY I C	\$ 10.00
20	FT	ELIM EXT PAV MRK & MRKS (4")	\$ 0.32
21	FT	ELIM EXT PAV MRK & MRKS (8")	\$ 0.95
22	FT	ELIM EXT PAV MRK & MRKS (12")	\$ 3.12
23	FT	ELIM EXT PAV MRK & MRKS (24")	\$ 5.70
24	EA	ELIM EXT PAV MRK & MRKS (ARROW)	\$ 80.10
25	EA	ELIM EXT PAV MRK & MRKS (DBL ARROW)	\$ 80.10
26	EA	ELIM EXT PAV MRK & MRKS (WORD)	\$ 80.10
27	EA	ELIM EXT PAV MRK & MRKS (BIKE SYML)	\$ 53.40
28	EA	ELIM EXT PAV MRK & MRKS (BIKE ARW)	\$ 44.50
29	EA	ELIM EXT PAV MRK & MRKS (RR XING)	\$ 262.55
30	FT	PAV SURF PREP FOR MRK (4")	\$ 0.05
31	FT	PAV SURF PREP FOR MRK (8")	\$ 0.10

City of Leander Roadway Striping			
Item No.	Unit	Item Description	Cost
32	FT	PAV SURF PREP FOR MRK (12")	\$ 0.30
33	FT	PAV SURF PREP FOR MRK (24")	\$ 0.50
34	EA	PAV SURF PREP FOR MRK (ARROW)	\$ 10.00
35	EA	PAV SURF PREP FOR MRK (DBL ARROW)	\$ 10.00
36	EA	PAV SURF PREP FOR MRK (WORD)	\$ 10.00
37	EA	PAV SURF PREP FOR MRK (BIKE SYML)	\$ 10.00
38	EA	PAV SURF PREP FOR MRK (BIKE ARW)	\$ 10.00
39	EA	PAV SURF PREP FOR MRK (RR XING)	\$ 25.00
40	LF	PAVEMENT SEALER 4"	\$ 0.35
41	LF	PAVEMENT SEALER 8"	\$ 1.05
42	LF	PAVEMENT SEALER 24"	\$ 7.03
43	EA	PAVEMENT SEALER ARROW	\$ 89.00
44	EA	PAVEMENT SEALER DBL ARW	\$ 89.00
45	EA	PAVEMENT SEALER WORD	\$ 89.00
46	EA	PAVEMENT SEALER (RR XING)	\$ 178.00



EXECUTIVE SUMMARY

3/5/2026

AGENDA SUBJECT:

Approval of the purchase of materials and installation services with Cunningham Recreation utilizing BuyBoard Cooperative Contract 781-25 to resurface the Lakewood Park Splash Pad due to July 2025 flooding that caused extensive damage in the amount of \$185,916.12; and authorize the City Manager to negotiate a contract and execute any and all necessary documents.

BACKGROUND:

In July 2025, flooding caused extensive damage to the splash pad surfacing at Lakewood Park, rendering the amenity unsafe and unusable for the community. The splash pad is a popular feature that provides recreational opportunities for families and children, especially during the summer months. To restore this important amenity and ensure long-term durability, the Parks and Recreation Department is requesting City Council authorization to replace the damaged surfacing.

The Texas Municipal League Risk Pool has reviewed and approved the submitted damage claim and will provide funding to offset project costs. In addition, FEMA has provided funds in the amount of \$18,750.00, to assist with offsetting the City's deductible of \$25,000.00.

City staff submitted a claim for \$160,916.12, which is the balance of the repair work after applying the deductible. TML remitted \$107,024.76 towards the City's claim. There is an outstanding payment of \$53,891.36 from TML that will be remitted upon completion of the repairs and inspection by TML.

An itemized description of the claim is provided in the table below.

Actual Replacement Cost	\$185,916.12
City's Deductible	(\$25,000)
City's Insurance Claim	\$160,916.12
TML Payment to Date	(\$107,024.76)
Outstanding TML Payment Due	\$53,891.36

The project scope includes removal of the damaged surfacing and installation of a new, similar surface with an enhanced design for improved performance and resilience. Completing this project will restore the splash pad to a safe, functional condition while incorporating design improvements to better withstand future weather events.

Staff recommends approval of the purchase of materials and installation services from Cunningham Recreation to resurface the Lakewood Park splash pad utilizing BuyBoard Cooperative Contract #781-25 in the amount of \$185,916.12; and authorize the City Manager to negotiate a contract and execute any and all necessary documents.

Texas Local Government Code Sec. 271.102 (Cooperative Purchasing Program Participation) provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local

government to seek competitive bids for the purchase of the goods or services. BuyBoard solicitations are posted year-round to continually seek the best pricing. BuyBoard is a regularly sourced co-op for municipal governments.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of purchase of materials and installation services with Cunningham Recreation utilizing BuyBoard Cooperative Contract 781-25 in the amount of \$185,916.12 for repairs to the Lakewood Park Splash Pad.

PRESENTER:

Ashlea Boyle, Executive Director of Parks, Recreation, and Community Services

Fiscal Impact

This expenditure is covered by insurance through TML and FEMA reimbursement.

Attachments:

1. Lakewood Splash Pad Quote



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

01/28/2026
 Quote #
 177816-01-03

Lakewood Splash Pad Replacement Option 1 Updated

City of Leander
 Attn: Greg Olmer
 406 Municipal Drive
 Leander, TX 78641
 United States
 Phone: 512-528-9909
 golmer@leandertx.gov

Ship to Zip 78641

Quantity	Part #	Description	Unit Price	Amount
1	PIP	GT-Impax - Splash Tread Supreme Plus (2860 SF)- • 2860 SF 2" thick system over concrete • SplashTread System • 100% Color • No Design • Flush Edge • Regular Wages • Subbase, Site Prep and Security by others • Includes Dumpster & Forklift	\$145,093.80	\$145,093.80
1	PIP	GT-Impax - Additional Product/Installation Information:- • Cushion system with troweled .5mm-1.5mm TPV with chlorine resistant aliphatic as top layer. • Prime concrete and place buffing's at 1-1/8" with leaving 45 degrees at perimeter, drains, and fixtures • Trowel 3/8" SBR black with aromatic over buffing's • Grout SBR black with 5280 to make nonporous and prime void area with 1250 primer and grout. • Fill void with 5280 at areas at drains, fixtures, and perimeter edges. • Place liquid layer of 5280 over entire area with notched squeegee at 1/8" inch. • Trowel 3/8" TPV .5mm-1.5mm with chlorine resistant aliphatic to finish project. • 2-inch total system		
1	PIP	GT-Impax - Remove and Dispose of Existing Surfacing (2860 SF)- <i>Pricing based on easy removal of existing and good condition of subbase.</i>	\$40,822.32	\$40,822.32
Contract: Buy Board Contract #781-25			Sub Total	\$185,916.12
			Total	\$185,916.12

Comments

***INSTALLATION:** Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

01/28/2026
Quote #
177816-01-03

Lakewood Splash Pad Replacement Option 1 Updated

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**if you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is **6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- **UTILITIES:** The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- **SITE CONDITIONS:** The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

01/28/2026
Quote #
177816-01-03

Lakewood Splash Pad Replacement Option 1 Updated

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$185,916.12**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



EXECUTIVE SUMMARY
3/5/2026

AGENDA SUBJECT:

Approval of Task Order GEN-HDR-CIPS23-019-01 under the Agreement for Professional Services with HDR Engineering, Inc. (HDR), for engineering and inspection services related to micro-trenching in the amount of \$99,918.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

On June 5, the City Council approved an amendment to the City's zoning regulations to permit micro-trenching, a narrow-cut method of laying fiber optic cable, in public right-of-way (ROW).

Because micro-trenching is a relatively new construction method, staff recommends engaging a consultant to assist with project inspections. HDR, a firm included in the City of Leander's Professional Engineer Pool for general engineering services, has extensive experience supporting nearby municipalities with similar oversight, including work for the City of Round Rock.

Under the proposed task order, HDR will provide on-call construction engineering and inspection services for fiber installation by franchise utility companies using micro-trenching methods in public ROW and easements. Services will include construction administration, inspection and documentation, engineering support, and materials testing. The task order amount is \$99,918.00, and funding will come from the contract labor category within the Engineering operating budget.

HISTORY/TIMELINE:

06/05/2025 Council approval of an amendment to City's zoning rules to permit micro-trenching.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommend approval of Task Order GEN-HDR-CIPS23-019-01 to engage HDR Engineering, Inc., for micro-trenching engineering and construction services in the amount of \$99,918.00.

PRESENTER:

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

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$99,918.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New

Recurring or one-time:

One-Time

Fund source (Operating / Utility / etc.):

Operating 01-22-5600

Attachments:

1. Task Order Signed
2. COL_Micro-Trenching Fee Schedule
3. Micro-Trenching Scope

TASK ORDER FOR PROFESSIONAL SERVICES

TASK ORDER NO. GEN-HDR-CIPS23-019-01

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

Micro-Trenching Inspections

A. PROJECT DESCRIPTION

Provide Professional services for the City of Leander (City) to include construction inspection. Provide engineering and construction inspector services for the observation of ongoing Micro-Trenching utility installation within the City of Leander.

B. SCOPE OF SERVICES

HDR Engineering, Inc. Construction Engineering & Inspection (CE&I) activities will be performed on an on-call basis and may consist of construction administration, construction inspection and documentation, construction engineering.

C. DELIVERABLES

HDR Engineering, Inc. will provide deliverables as described in the attached Scope of Services.

D. BASIS OF COMPENSATION

The total compensation for the Micro-Trenching Inspection shall be based on time and material based on rate schedule as established in Attachment A for total amount not to exceed \$99,918. The City shall make payments to the Engineer for performing the engineering services described on a monthly billing basis in accordance with monthly statements submitted by the Engineer and approved by the City. Final payment shall be due upon completion of the services described.

E. TIME FOR COMPLETION

The Engineer will work expeditiously to complete the services described herein. Inspection services are anticipated to take approximately 12 months.

F. ATTACHMENTS

Attachment A – UNIT RATE FEE ESTIMATE
Attachment B – DISTRIBUTION

HDR Engineering Inc. will begin work as soon as authorized and as services are requested. Construction phase services are anticipated to be completed within 12 months on an as-needed basis.

APPROVED:

CITY OF LEANDER, TEXAS

By _____

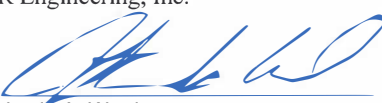
Title _____

Attest _____

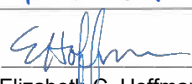
Date _____

ACCEPTED:

HDR Engineering, Inc.

By 

Title SR VICE PRESIDENT

Attest 
Elizabeth C. Hoffman, Assistant Secretary

Date 02.25.2026

Micro-Trenching Inspections- City of Leander

Construction Engineering & Inspection Fee Schedule

		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11		
		Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26	Aug-26	Sep-26	Oct-26	Nov-26	Dec-26		
JOB CLASSIFICATION	RATE 2024	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Hrs/Month	Total Hours Worked	Labor Costs
Construction Manager	\$ 225.00	0	3	1	1	1	2	0	0	0	0	0	8	\$ 1,800.00
Clerical /Adm.	\$ 108.00	0	10	2	2	2	2	0	0	0	0	0	18	\$ 1,944.00
Senior Inspector	\$ -	0	0	0	0	0	0	0	0	0	0	0	0	\$ -
Construction Inspector	\$ 124.20	0	80	160	160	160	160	0	0	0	0	0	720	\$ 89,424.00
													0	\$ -
													Total	\$ 93,168.00
Other Direct Expenses														
Vehicle		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
Vehicle		\$ -	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 6,750.00
													Total	\$ 6,750.00
Assumptions: Using 2024 Master Contract Rates													\$ 99,918.00	

Scope of Services

City of Leander,

Engineering and Construction Inspection Services

Description of Services

Professional services requested by the City of Leander (City) to include engineering and construction inspection. Provide construction inspector services and engineering administration for the observation of ongoing installation of Micro-Trenching utility installation within the City of Leander.

Work Tasks

Requests can be submitted by the City as an email assignment for needs that arise that require additional capacity or support.

TASK 1 – Construction Engineering and Inspection

The below Construction Engineering & Inspection (CE&I) activities will be performed on an on-call basis and may consist of construction administration, construction inspection and documentation, construction engineering, and materials testing.

HDR's inspection or monitoring portions of the work performed under construction contracts shall not relieve construction contractor(s) from responsibility for performing work in accordance with applicable contract documents. HDR shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control, or have charge of construction.

HDR shall not be responsible for the acts, errors, or omissions of construction contractor(s) or other parties on the project. The City agrees to contractually require its construction contractor(s) to include HDR and HDR's Subcontractors as an additional insured on the construction contractor(s)' general liability insurance and include a waiver of subrogation endorsement under contractor's workers' compensation and employer's liability policy for the benefit of HDR.

1. Construction Administration
 - a. Providing pre-construction engineering services to include:
 - i. Review of contractor's ROW permit
 - ii. Participate in a pre-construction conference.
 - b. Participate in construction progress meetings.
 - c. Reviewing and providing recommendations to City on final completion and prepare associated reports.
 - d. Performing document project closeout.
2. Construction Engineering and Inspection

- a. Provide CE&I services during construction to include:
 - i. Provide on-site construction inspection during construction to monitor the progress and quality of the work completed by the Contractor in accordance with the ROW permit. This will include maintaining a photographic record of the construction progress.
 - ii. Prepare daily work reports.
 - iii. Review of contractor approach to and compliance with environmental conservation measures.
 - iv. Verify Contractor's compliance with the Storm Water Pollution Prevention Plan for the project including filing required notices, and inspection and maintenance of temporary storm water controls.
 - v. Verify compliance with ROW permit documents with regards to Traffic Control
 - vi. Notify the City and the Contractor when work is not in conformance with the ROW permit.
 - vii. Monitor materials delivered to the site and incorporated into the work.

3. Assumptions

- Review of the Contractor's ROW permit. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. The review of a specific item shall not indicate review of an assembly of which the item is a component.
- The work schedule for the HDR's CE&I Inspector is based on a standard work week (Monday through Saturday) and forty (40) hours per week plus anytime required for work on Saturday. No work will be performed on Sunday.
- The CE&I Inspector shall **not**:
 - Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Contractor.
 - Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of the Work, by Contractor or any other Contractor.
 - Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of the CITY or Contractor.

Compensation

A fee schedule and Unit Billing Rates in effect by HDR are for employees assigned to work under this Agreement, as shown on the attached table.

Time of service for this contract is expected to be on an as-needed basis. If a time extension

is required Unit Billing Rates may be adjusted on an annual basis as mutually agreed upon. HDR will notify the City of annual rate changes in writing if the duration of the projects extends beyond the annual adjustment period.



EXECUTIVE SUMMARY
3/5/2026

AGENDA SUBJECT:

Approval of a Resolution for the Leander Fire Department to submit a grant with the 2026 Urban Area Security Initiative (UASI) for a command bus at a cost of \$800,000.00 with no matching funds from the City; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander Office of Homeland Security and Emergency Management (HSEM) is applying for the 2026 Urban Area Security Initiative (UASI), for the purchase of one (1) command bus.

This command bus will enhance regional and local capabilities to prevent, deter, and respond to major and large-scale events. It will allow City of Leander HSEM to effectively coordinate prevention and response operations by providing a mobile, fully equipped command post that can be deployed during planned events or emergent incidents.

Incident command is a critical component of emergency response. In larger incidents—particularly those involving multiple agencies or disciplines such as Police, Fire, EMS, and Public Works—the command structure transitions from a single incident commander to a unified command. When operating under unified command, it is essential to have a dedicated space where representatives can meet, communicate, plan, and direct operations in a controlled environment away from the noise and distractions of the incident scene.

Large-scale incidents also require enhanced tracking and accountability systems that exceed the capabilities of traditional clipboard-based methods. A command bus provides the necessary tools—large whiteboards, computers with internet access for research and information sharing, printers for producing documentation, and integrated radio systems for direct communication with field personnel. These capabilities ensure effective situational awareness, resource management, and operational coordination.

If awarded, the grant would fully fund the cost of the command bus, and no matching funds would be required from the City.

The vehicle is expected to have a service life of approximately fifteen (15) years, after which it will need to be replaced or decommissioned. If grants are available at that time, our intent would be to apply for a grant for the replacement of the vehicle.

Estimated operation and maintenance costs are approximately \$10,000 for the first year, with anticipated increases in subsequent years as the vehicle ages.

Radios to be installed in the command bus would be repurposed from the current radio replacement cycle, reducing additional costs.

Ideally, the vehicle would be stored under a covered awning to protect it from weather exposure. While there are

some possible locations within the City, the Fire Administration facility does not currently have covered parking available for this vehicle.

HISTORY/TIMELINE:

2025 Application grant denied.

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of grant submittal for a command bus at a cost of \$800,000.00 with no matching funds required by the City.

PRESENTER:

Billy Wusterhausen, Fire Chief
Aubury Holmes, Emergency Management Coordinator

Fiscal Impact

Attachments:

1. Resolution 03.05.2026

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LEANDER, TEXAS TO APPLY FOR A GRANT FROM THE 2026 URBAN AREA SECURITY INITIATIVE (UASI) FOR A COMMAND BUS AT A COST OF \$800,000.00 WITH NO MATCHING FUNDS FROM THE CITY OF LEANDER.

WHEREAS, the City of Leander finds it in the best interest of the citizens of Leander, that the Leander Homeland Security and Emergency Management apply for a grant from the 2026 Urban Area Security Initiative (UASI) for a command bus at a cost of \$800,000.00 with no matching funds from the City of Leander; and

WHEREAS, the City of Leander agrees that in the event of loss or misuse of the grant funds, the City of Leander City Council assures that the funds will be returned to the Urban Area Security Initiative (UASI) in full; and

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

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

SECTION 1. The City Council authorizes the Leander Homeland Security and Emergency Management Office's application to the 2026 Urban Area Security Initiative (UASI) for a command bus.

SECTION 2. Any prior resolution of the City Council in conflict with the provisions contained in this resolution are hereby repealed and revoked.

SECTION 3. Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby severable.

SECTION 4. The resolution shall take effect immediately from and after its passage, and it is duly resolved.

PASSED, AND APPROVED this the 5th day of March 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor



EXECUTIVE SUMMARY
3/5/2026

AGENDA SUBJECT:

Conduct a Public Hearing pursuant to Chapter 26, Texas Parks and Wildlife Code, regarding the proposed installation of a public water line on public parkland located on Lot 87, Block B, of Stewart Crossing Phase 1 Subdivision more particularly depicted by the plat recorded as Document No. 2016026419 of the Official Public Records of Williamson County, Leander, Williamson County, Texas, for the purpose of installation, maintenance, and operation of an underground water line; whether there is no feasible and prudent alternative to the use or taking of such land; and whether the project includes all reasonable planning to minimize harm to the land, as a park.

- Discuss and consider action on an Ordinance making findings pursuant to Chapter 26, Texas Parks and Wildlife Code, regarding the installation of a public water line as described above requiring use of public parkland for the installation of public infrastructure; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The subject property is public parkland located within the Stewart Crossing Subdivision that is not currently developed with active recreation facilities and is designated as public parkland and drainage by the aforementioned plat. The Texas Parks & Wildlife Code Section 26 requires that the City conduct a public hearing when a proposed use of designated parkland is not park related nor for the benefit of the park. In this case, the infrastructure proposed to be installed in the near future is for a water line to serve Basis School Leander. The Basis School Leander is a charter school that is located on the north side of RM 2243. This school is currently under construction with an anticipated opening date of August 2026.

This water line will allow Basis School Leander to extend water services to Parcel R679915 and will not disrupt the use of the public parkland. There is not a feasible alternative to locating the water line through the parkland because it is cost prohibitive. The impact to the park will be minimized by the infrastructure being located underground, and the City's standard license agreement will be required prior to construction beginning, which addresses measures to minimize disruption to the park.

HISTORY/TIMELINE:

02/12/2026, 02/18/2026, and 02/26/2026 – Notices of Public Hearing Published

APPLICANT/AGENT:

Grace Design Studios (Jared Bowers) on behalf of City of Leander

RECOMMENDATION:

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

1. Approve the Ordinance, which adopts findings that there is no feasible and prudent alternative to the use or taking of the parkland for the above-described purposes and that the project includes all reasonable planning to minimize harm to the land as a park; and authorize the City Manager or designee to execute any and all necessary documents, or
2. Deny the Ordinance.

Staff recommends Option 1 listed above – Approve the proposed Ordinance. The infrastructure will not limit the use of the parkland, is consistent with its drainage, and will ensure reliable electric service to adjacent properties.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Att 1 Stewart Crossing Ch26 Ordinance 1
2. Att 2 Location Map
3. Att 3 Request Letter

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, MAKING FINDINGS PURSUANT TO CHAPTER 26, TEXAS PARKS AND WILDLIFE CODE, REGARDING THE PROPOSED USE OF PROPERTY CURRENTLY DESIGNATED AS PARKLAND FOR A WATER LINE; AND PROVIDING FOR RELATED MATTERS.

Whereas, the City of Leander has proposed to utilize a portion of property dedicated and accepted by the city for use as public parkland and drainage for the installation, maintenance, and operation of a water line (the, “Project”);

Whereas, the Project will be located on a portion of Lot 87, Block B, of Stewart Crossing Phase 1 of the plat recorded as Document No. 2016026419 of the Official Public Records of Williamson County, said plat attached hereto as **Exhibit A** and incorporated by reference herein for all purposes (the, “Plat”) consisting of a 0.0215 acre, more or less, or 935 square feet, parcel of land depicted and described in greater detail in **Exhibit B** attached hereto and incorporated by reference herein for all purposes (the, “Land”);

Whereas, the City Council of the City of Leander, Texas (the, “City”) held a public hearing at which the City Council accepted public comment and testimony from all persons requesting to be heard regarding the proposed Project;

Whereas, notice of the public hearing was published once a week for three consecutive weeks, the last publication being not less than one week and no more than two weeks before the public hearing, in a newspaper of general circulation that is published at least six days a week in the county where the Project is situated or an adjoining the county;

Whereas, given the location of the Project and the properties to be served by the Project, there is no feasible and prudent alternative to the use or taking of the Land for the Project; and

Whereas, all reasonable planning to minimize harm to the Land as a park resulting from the use of the Land for the Project is occurring, including, but not limited execution of a license agreement to address construction and the location of the infrastructure underground.

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

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

Section 2. Approval of Project. The City Council hereby finds and declares that given the location of the Project and other above-stated facts associated with the need for obtaining the Land, there is no feasible and prudent alternative to the use of the Land. The City Council further finds and declares that the Project includes, and shall include, all reasonable planning to minimize harm to the Land as a park resulting from the use. The City Manager or designee is hereby authorized to execute a license agreement in a form substantially similar to that set forth in **Exhibit C** prior to commencement of construction of the Project on the Land.

Section 3. Ratification of Actions. All actions heretofore taken by the City Council, the Mayor, city staff, the City Manager, and the City Attorney with respect to the Land and the Project, are hereby confirmed, ratified, approved and adopted by the Council.

Section 4. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Tex. Gov't. Code.

PASSED AND APPROVED on this 5th day of March, 2026.

THE CITY OF LEANDER, TEXAS

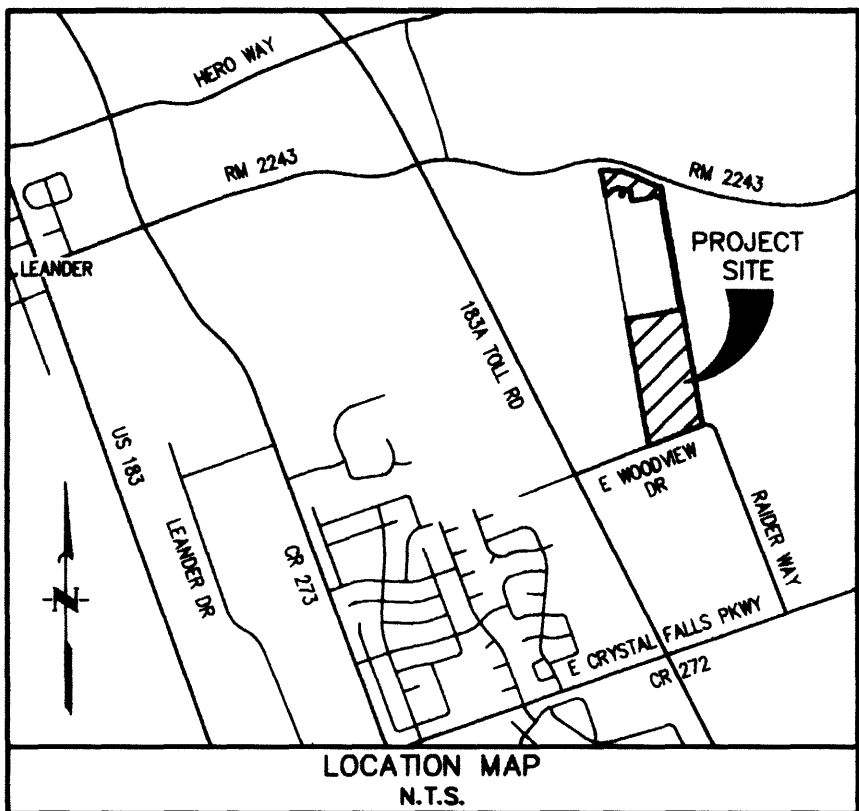
ATTEST:

Na'Cole Thompson, Mayor

Dara Crabtree, City Secretary

Exhibit A
The Plat

STEWART CROSSING, PHASE 1
FINAL PLAT
CITY OF LEANDER,
WILLIAMSON COUNTY, TEXAS



Owner:
Meritage Homes of Texas, LLC
6920 Business Park Dr., Suite 350
Austin, Texas 78759
(512) 610-4800

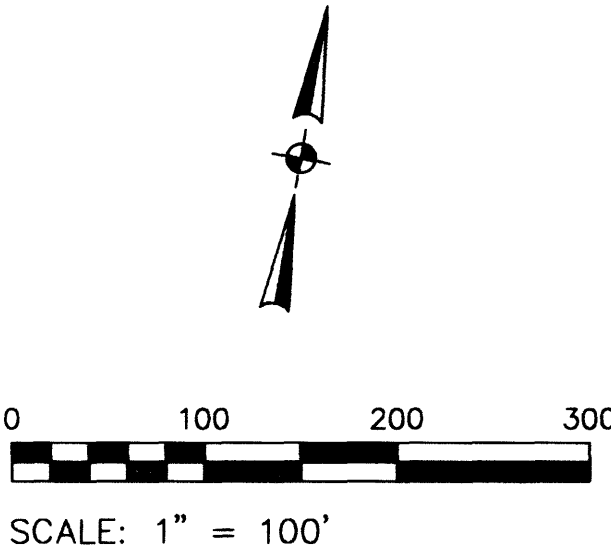
B.W. & Carlene Pruet Family Trust
B.W. Pruet, Jr. & Carlene Pruet
1515 E. Woodview Drive
Leander, Texas 78641
(512) 250-1388

Engineer:
JONES | CARTER
1701 Directors Blvd., Suite 400
Austin, Texas 78744
(512) 441-9493
Attn: Shawn Graham, PE

Surveyor:
JONES | CARTER
1701 Directors Blvd., Suite 400
Austin, Texas 78744
(512) 441-9493
Attn: Gary Bowes, RPLS

LEGEND

- 1/2" IRON ROD FOUND (UNLESS NOTED)
- ▲ 60-D NAIL FOUND
- 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
- △ CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- P.U.E.+ PUBLIC UTILITY, LANDSCAPE & PEDESTRIAN ACCESS EASEMENT
- W.L.E. WATERLINE EASEMENT
- W.W.E. WASTEWATER LINE EASEMENT
- D.E. DRAINAGE EASEMENT
- SIDEWALK - 8' SIDEWALK ALONG RAIDER WAY & EAST WOODVIEW DRIVE, 4' SIDEWALK ON INTERNAL STREETS



BEARING BASIS NOTE:
HORIZONTAL DATUM BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00013263828.

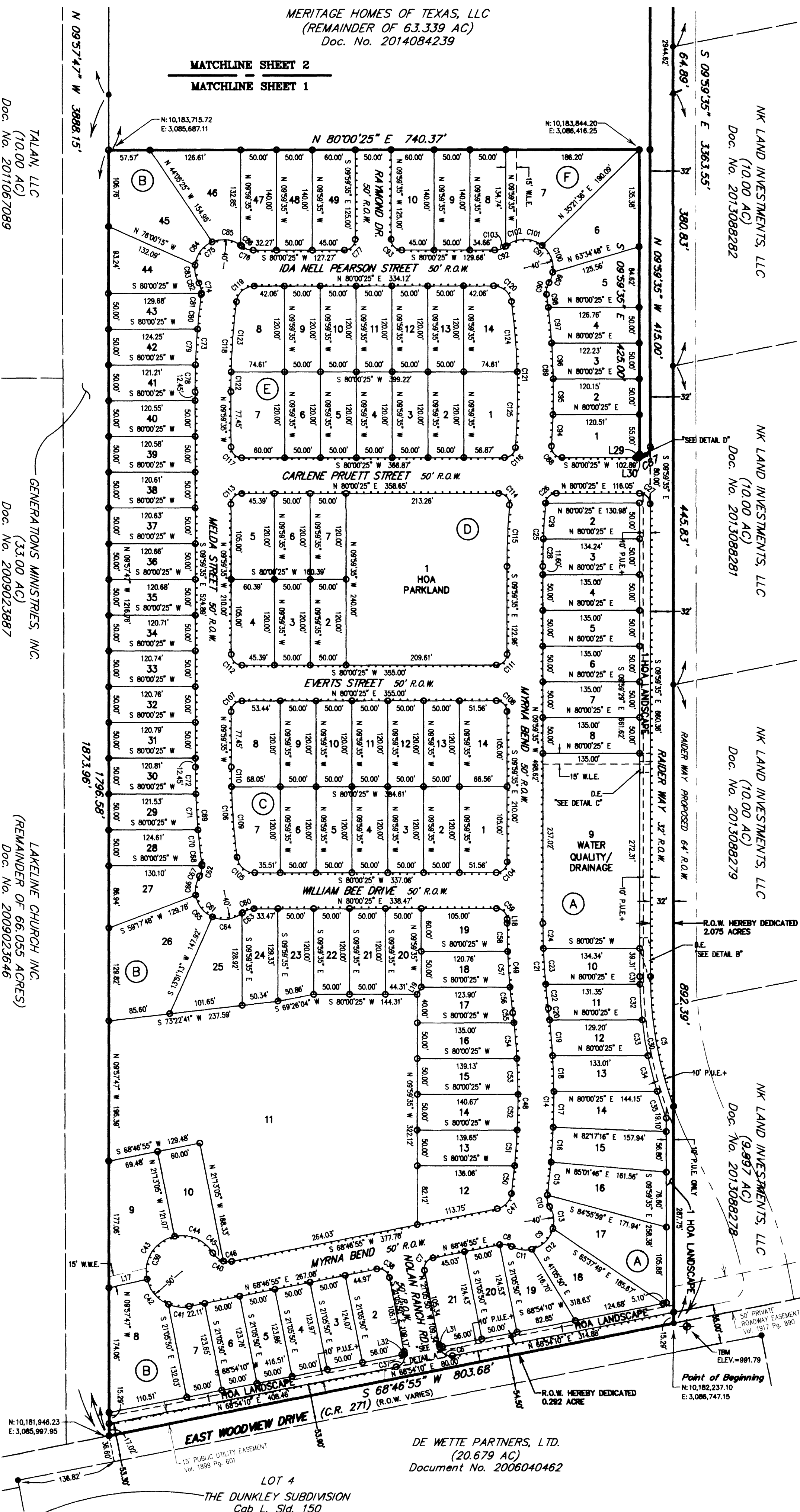
BENCHMARK NOTE:
TEMPORARY BENCHMARK FOR THIS SURVEY IS A COTTON GIN SPINDLE SET IN THE EDGE OF ASPHALT, +/- 19 FEET SOUTHEASTERLY OF THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY. (ELEVATION=991.79) (NAVD 88 DATUM)

LAND USE	NO. OF LOTS	ACREAGE
RESIDENTIAL-SINGLE FAMILY	111	19.365
PARK/DRAINAGE	2	8.044
WATER QUALITY/DRAINAGE	1	0.844
LANDSCAPE	2	0.656
TOTAL NO. OF LOTS	116	26.910

STREET TABLE	LENGTH (LF)
E WOODVIEW DRIVE	N/A
NOLAN RANCH ROAD	199
MYRNA BEND	1,796
WILLIAM BEE DRIVE	419
MELDA STREET	849
IDA NELL PEARSON STREET	408
RAYMOND DRIVE	337
EVERTS STREET	633
CARLENE PRUETT STREET	430
RAIDER WAY	3,409

SHEET 1 OF 4	
FILE: J:\Projects\A738\0001-00\Survey\Drawing Files\A738-0001-02-700 Ph 1 Plat.dwg J:\Projects\A738\0001-00\Survey\Point Files\A738-0001-02-700 Ph 1 Plat.Land	
JOB NO: A738-0002-02-700	DRAWN BY: RML
DATE: March 3, 2015	CHECKED BY: GCB
SCALE: 1"=100'	REVISED: March 28, 2015

STEWART CROSSING, PHASE 1
FINAL PLAT



JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 10046101
1701 Directors Boulevard, Suite 400 • Austin, Texas 78744 • 512.441.9493

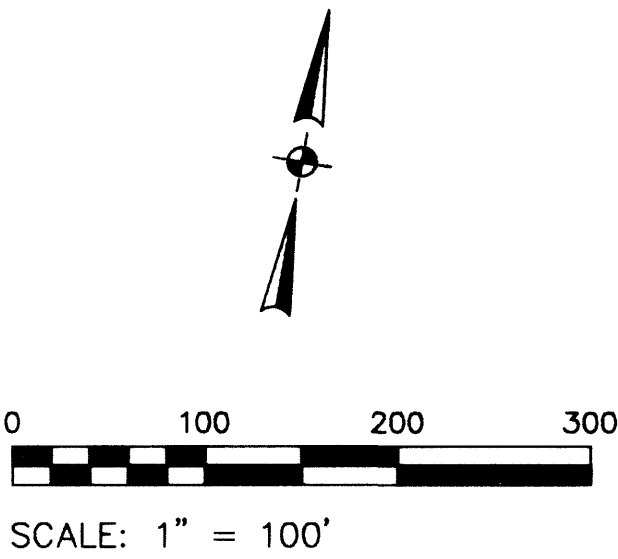
TALAN, LLC
(10.00 AC)
Doc. No. 2011067089

GENERATIONS MINISTRIES, INC.
(33.00 AC)
Doc. No. 2009023887

LAKELINE CHURCH INC.
(REMAINDER OF 66.055 ACRES)
Doc. No. 2009023646

Doc # 2016026419

STEWART CROSSING, PHASE 1
FINAL PLAT
CITY OF LEANDER,
WILLIAMSON COUNTY, TEXAS



- LEGEND
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - ▲ 60-D NAIL FOUND
 - 1/2" IRON ROD SET W/CAP STAMPED "TERRA FIRMA"
 - △ CALCULATED POINT
 - P.U.E. PUBLIC UTILITY EASEMENT
 - P.U.E.+ PUBLIC UTILITY, LANDSCAPE & PEDESTRIAN ACCESS EASEMENT
 - W.L.E. WATERLINE EASEMENT
 - W.W.E. WASTEWATER EASEMENT
 - D.E. DRAINAGE EASEMENT
 - SIDEWALK - 8' SIDEWALK ALONG RAIDER WAY & EAST WOODVIEW DRIVE, 4' SIDEWALK ON INTERNAL STREETS

BEARING BASIS NOTE:
HORIZONTAL DATUM BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 1.00013263828.

BENCHMARK NOTE:
TEMPORARY BENCHMARK FOR THIS SURVEY IS A COTTON GIN SPINDLE SET IN THE EDGE OF ASPHALT, +/- 19 FEET SOUTHEASTERLY OF THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY. (ELEVATION=991.79) (NAVD 88 DATUM)

LAND USE	NO. OF LOTS	ACREAGE
RESIDENTIAL-SINGLE FAMILY	111	19.365
PARK/DRAINAGE	2	6.044
WATER QUALITY/DRAINAGE	1	0.844
LANDSCAPE	2	0.656
TOTAL NO. OF LOTS	116	26.910

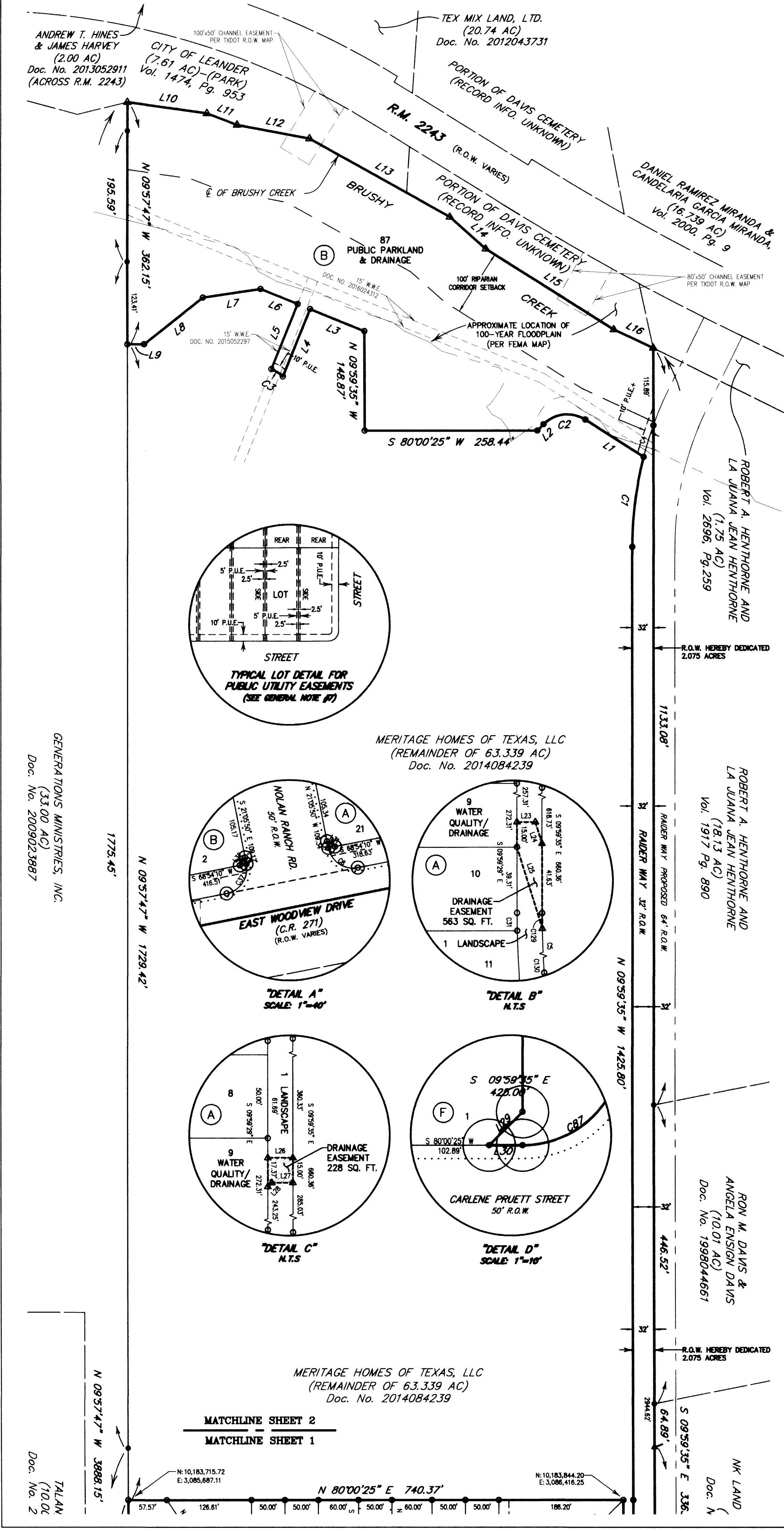
STREET TABLE	LENGTH (LF)
E WOODVIEW DRIVE	N/A
NOLAN RANCH ROAD	199
MYRNA BEND	1,796
WILLIAM BEE DRIVE	419
MELDA STREET	849
IDA NELL PEARSON STREET	408
RAYMOND DRIVE	337
EVERTS STREET	633
CARLENE PRUETT STREET	430
RAIDER WAY	3,409



SHEET 2 OF 4

FILE: J:\Projects\A738\0001-00\Survey\Drawing Files\A738-0001-02-700 Ph 1 Plat.dwg	
J:\Projects\A738\0001-00\Survey\Point Files\A738-0001-02-700 Ph 1 Plat.Lnd	
JOB NO: A738-0002-02-700	DRAWN BY: RNL
DATE: March 26, 2015	CHECKED BY: GCB
SCALE: 1"=100'	REVISED: December 21, 2015

STEWART CROSSING, PHASE 1
FINAL PLAT



Doc # 2016026419

STEWART CROSSING, PHASE 1 FINAL PLAT

CITY OF LEANDER,
WILLIAMSON COUNTY, TEXAS

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	532.00'	136.25'	135.88'	N 02°39'22" W
C2	50.00'	68.09'	62.95'	S 73°36'51" W
C3	50.00'	20.52'	20.38'	N 66°45'30" W
C4	532.00'	49.21'	49.19'	S 07°19'51" W
C5	532.00'	185.46'	184.52'	S 19°58'47" E
C6	15.00'	23.56'	21.21'	N 66°05'50" W
C7	15.00'	23.53'	21.19'	N 23°50'33" E
C8	25.00'	17.09'	16.76'	S 88°54'53" W
C9	40.00'	104.33'	77.17'	N 33°46'30" E
C10	25.00'	16.83'	16.51'	S 21°39'47" E
C11	40.00'	29.34'	28.69'	N 87°28'52" E
C12	40.00'	43.28'	41.20'	N 35°28'17" E
C13	40.00'	31.71'	30.89'	N 18°14'05" W
C14	1025.00'	261.82'	261.11'	N 09°41'49" W
C15	1025.00'	46.36'	46.35'	N 03°40'29" W
C16	1025.00'	49.05'	49.04'	N 06°20'29" W
C17	1025.00'	50.00'	50.00'	N 09°06'35" W
C18	1025.00'	50.03'	50.03'	N 11°54'20" W
C19	1025.00'	50.17'	50.17'	N 14°42'23" W
C20	1025.00'	16.21'	16.21'	N 16°33'42" W
C21	975.00'	119.49'	119.41'	N 13°30'14" W
C22	975.00'	34.09'	34.09'	S 16°00'47" E
C23	975.00'	50.10'	50.10'	S 13°32'22" E
C24	975.00'	35.30'	35.29'	S 11°01'48" E
C25	975.00'	88.53'	88.49'	N 07°23'31" W
C26	15.00'	22.20'	20.23'	N 37°36'29" E
C27	15.00'	23.56'	21.21'	S 54°59'35" E
C28	975.00'	38.41'	38.41'	S 08°51'52" E
C29	975.00'	50.11'	50.11'	S 06°15'48" E
C30	547.69'	202.45'	201.30'	S 20°35'23" E
C31	547.69'	10.69'	10.69'	S 10°33'34" E
C32	547.69'	50.12'	50.11'	S 13°44'23" E
C33	547.69'	50.64'	50.63'	S 19°00'40" E
C34	547.69'	51.63'	51.61'	S 24°21'40" E
C35	547.69'	39.36'	39.35'	S 29°07'13" E
C36				
C37	15.00'	23.56'	21.21'	S 23°54'10" W
C38	15.00'	23.59'	21.24'	S 66°09'27" E
C39	50.00'	218.63'	81.65'	S 14°02'47" W
C40	25.00'	30.77'	28.87'	N 75°57'13" W
C41	50.00'	29.56'	29.13'	N 85°43'12" E
C42	50.00'	47.74'	45.94'	S 49°59'25" E
C43	50.00'	79.13'	71.13'	S 22°42'03" W
C44	50.00'	62.20'	58.26'	N 76°19'28" W
C45	25.00'	18.98'	18.53'	S 62°06'36" E
C46	25.00'	11.79'	11.68'	N 82°17'32" E
C47	25.00'	30.93'	29.00'	S 33°20'11" W
C48	975.00'	253.65'	252.93'	S 09°33'43" E
C49	1025.00'	125.61'	125.54'	S 13°30'14" E
C50	975.00'	39.16'	39.16'	N 03°15'35" W
C51	975.00'	50.13'	50.13'	N 05°53'01" W
C52	975.00'	50.02'	50.01'	N 08°49'34" W
C53	975.00'	50.03'	50.02'	N 11°45'57" W
C54	975.00'	50.18'	50.17'	N 14°42'36" W
C55	975.00'	14.13'	14.13'	N 16°35'58" W
C56	1025.00'	36.16'	36.16'	S 16°00'14" E
C57	1025.00'	50.10'	50.10'	S 13°35'34" E
C58	1025.00'	39.35'	39.35'	S 11°05'34" E
C59	15.00'	23.56'	21.21'	S 54°59'35" E
C60	25.00'	17.33'	16.98'	N 60°08'58" E
C61	40.00'	112.17'	78.86'	S 59°22'25" E
C62	25.00'	16.83'	16.51'	S 01°40'38" W
C63	40.00'	0.72'	0.72'	N 40°48'30" E
C64	40.00'	43.65'	41.52'	N 72°35'21" E
C65	40.00'	40.12'	38.46'	S 47°24'39" E
C66	40.00'	27.67'	27.12'	S 01°08'35" W
C67	25.00'	15.07'	14.85'	N 03°41'14" E
C68	25.00'	1.75'	1.75'	N 15°35'49" W
C69	1025.00'	136.21'	136.11'	S 13°48'00" E
C70	1025.00'	48.55'	48.54'	S 16°15'00" E
C71	1025.00'	50.10'	50.09'	S 13°29'34" E
C72	1025.00'	37.56'	37.56'	S 11°02'34" E
C73	1025.00'	136.21'	136.11'	S 06°11'10" E
C74	25.00'	16.83'	16.51'	S 21°39'47" E
C75	40.00'	112.17'	78.86'	S 39°23'15" W
C76	25.00'	17.33'	16.98'	N 80°08'08" W
C77	15.00'	23.56'	21.21'	S 35°00'25" W
C78	1025.00'	37.56'	37.56'	S 08°56'35" E
C79	1025.00'	50.10'	50.09'	S 06°29'35" E
C80	1025.00'	48.55'	48.54'	S 03°44'10" E
C81	25.00'	1.75'	1.75'	N 04°23'21" W
C82	25.00'	15.07'	14.85'	N 23°40'23" W

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C84	40.00'	41.89'	40.00'	S 26°31'31" W
C83	40.00'	26.16'	25.70'	S 22°12'40" E
C85	40.00'	41.89'	40.00'	S 86°31'31" W
C86	40.00'	2.23'	2.23'	N 61°52'35" W
C87	15.00'	23.56'	21.21'	S 35°00'25" W
C88	15.00'	24.68'	21.99'	N 52°51'28" W
C89	1025.00'	212.61'	212.23'	N 11°39'53" W
C90	25.00'	16.83'	16.51'	N 01°40'38" E
C91	40.00'	112.17'	78.86'	N 59°22'25" W
C92	25.00'	17.33'	16.98'	S 60°08'58" W
C93	15.00'	23.56'	21.21'	N 54°59'35" W
C94	1025.00'	43.95'	43.94'	N 06°57'03" W
C95	1025.00'	50.01'	50.00'	N 09°34'36" W
C96	1025.00'	50.05'	50.04'	N 12°22'23" W
C97	1025.00'	50.21'	50.21'	N 15°10'31" W
C98	1025.00'	18.40'	18.40'	N 17°05'34" W
C99	40.00'	15.70'	15.60'	N 09°42'56" E
C100	40.00'	42.04'	40.13'	N 31°38'25" W
C101	40.00'	54.42'	50.32'	S 79°16'15" W
C102	25.00'	0.82'	0.82'	N 41°13'47" E
C103	25.00'	16.51'	16.21'	N 61°05'14" E
C104	15.00'	23.56'	21.21'	S 35°00'25" W
C105	25.00'	36.04'	33.00'	N 58°41'57" W
C106	975.00'	126.13'	126.04'	N 13°41'57" W
C107	15.00'	23.56'	21.21'	N 35°00'25" E
C108	15.00'	23.56'	21.21'	S 54°59'35" E
C109	975.00'	98.57'	98.53'	S 14°30'32" E
C110	975.00'	27.56'	27.56'	S 10°48'10" E
C111	15.00'	23.56'	21.21'	S 35°00'25" W
C112	15.00'	23.56'	21.21'	N 54°59'35" W
C113	15.00'	23.56'	21.21'	N 35°00'25" E
C114	15.00'	24.82'	22.08'	S 52°35'33" E
C115	1025.00'	85.89'	85.86'	S 07°35'33" E
C116	15.00'	22.35'	20.34'	S 37°19'14" W
C117	15.00'	23.56'	21.21'	N 54°59'35" W
C118	975.00'	126.13'	126.04'	N 06°17'13" W
C119	25.00'	36.04'	33.00'	N 38°42'47" E
C120	25.00'	36.04'	33.00'	S 58°41'57" E
C121	975.00'	204.87'	204.50'	S 11°23'08" E
C122	975.00'	27.56'	27.56'	S 09°11'00" E
C123	975.00'	98.57'	98.53'	S 05°28'38" E
C124	975.00'	98.57'	98.53'	N 14°30'32" W
C125	975.00'	106.30'	106.25'	N 08°29'21" W
C126	532.00'	151.07'	150.57'	S 18°07'42" E
C127	532.00'	15.00'	15.00'	S 27°04'17" E
C128	532.00'	19.38'	19.38'	S 28°55'22" E
C129	532.00'	9.24'	9.24'	S 10°29'25" E
C130	532.00'	176.22'	175.42'	S 20°28'38" E

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 67°22'27" W	103.49'
L2	S 34°36'10" W	13.12'
L3	N 77°49'14" W	87.51'
L4	S 12°10'24" W	108.87'
L5	N 12°10'23" E	104.96'
L6	N 77°49'14" W	59.87'
L7	S 71°34'38" W	87.33'
L8	S 41°35'18" W	112.37'
L9	S 80°02'13" W	25.00'
L10	N 88°04'14" E	120.02'
L11	S 78°55'13" E	48.23'
L12	S 89°11'53" E	110.57'
L13	S 70°46'57" E	240.38'
L14	S 58°21'31" E	72.05'
L15	S 67°47'17" E	226.26'
L16	S 74°53'31" E	64.83'
L17	S 67°21'41" W	54.72'
L18	S 09°59'35" E	5.66'
L19	N 19°37'48" E	11.50'
L20	S 62°55'43" W	10.55'
L21	N 27°04'17" W	15.00'
L22	N 62°55'43" E	10.55'
L23	N 80°00'25" E	11.05'
L24	S 27°14'01" E	13.38'
L25	N 27°14'01" W	50.94'
L26	N 80°00'25" E	37.52'
L27	S 80°00'25" W	31.62'
L28	S 34°58'25" W	8.36'
L29	S 35°00'25" W	7.07'
L30	N 80°00'25" E	5.00'
L31	N 66°05'50" W	5.66'
L32	S 23°54'10" W	5.66'

LEGAL DESCRIPTION

ALL THAT CERTAIN PARCEL OR TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A 63.339-ACRE TRACT CONVEYED TO MERITAGE HOMES OF TEXAS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2014084239 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, A 0.331-ACRE REMAINING PORTION OF THAT CERTAIN 16.27-ACRE TRACT AS CONVEYED TO THE SAMUEL AND IDA NELL PEARSON FAMILY TRUST, SAMUEL J. PEARSON, TRUSTEE AND IDA NELL PEARSON, TRUSTEE BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2003027079 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A 2.529-ACRE REMAINING PORTION OF THAT CERTAIN 16.22-ACRE TRACT AS CONVEYED TO THE B.W. AND CARLENE PRUETT FAMILY TRUST, B.W. PRUETT, JR., TRUSTEE AND CARLENE PRUETT, TRUSTEE BY WARRANTY DEED RECORDED IN DOCUMENT NO. 2006055079 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found on the north right-of-way line of County Road 271, at the southeast corner of the above described Meritage Homes of Texas, LLC, 63.339-acre tract, at the southwest corner of a 9.997-acre tract as conveyed to LLC Land Investments, LLC by instrument recorded in Document No. 2013088278 of the Official Public Records of Williamson County, Texas, for the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE, with the north right-of-way line of said County Road 271 and the south line of said Meritage Homes of Texas, LLC, 63.339-acre tract, S88°46'55"W a distance of 803.68 feet to a ½" iron rod set with cap stamped TERRA FIRMA at the southwest corner of said Meritage Homes of Texas, LLC, 63.339-acre tract, at the southeast corner of a 33.00-acre tract as conveyed to Generations Ministries, Inc. by instrument recorded in Document No. 2009023887 of the Official Public Records of Travis County, Texas, for the southwest corner of this tract;

THENCE, with the east line of said Generations Ministries 33.00-acre tract, N09°57'47"W a distance of 1796.58 feet to a ½" iron rod set with cap stamped TERRA FIRMA, from which a ½" iron rod found on the west line of said Meritage Homes of Texas, LLC, 63.339-acre tract bears N09°57'47"W a distance of 77.38 feet for corner;

THENCE N80°00'25"E a distance of 740.37 feet to a ½" iron rod set with cap stamped TERRA FIRMA, for an outside corner of this tract;

THENCE, 15 feet west of and parallel with the west right-of-way line of proposed Raider Way, S09°59'35"E a distance of 425.00 feet to a ½" iron rod set with cap stamped TERRA FIRMA;

THENCE S09°59'35"W a distance of 7.07 feet to a ½" iron rod set with cap stamped TERRA FIRMA on the north line of proposed Carlene Pruet Street;

THENCE with said north line of proposed Carlene Pruet Street, N80°00'25"E a distance 5.00 feet to a ½" iron rod set with cap stamped TERRA FIRMA marking the beginning of a curve to the left;

THENCE, with said curve to the left an arc distance of 23.56 feet, having a radius of 15.00 feet, and a chord which bears N35°00'25"E a distance of 21.21 feet to a ½" iron rod set with cap stamped TERRA FIRMA, at a point of tangency on the west right-of-way line of said proposed Raider Way;

THENCE, with the west right-of-way line of said proposed Raider Way, N09°59'35"W a distance of 1840.80 feet to a ½" iron rod set with cap stamped TERRA FIRMA, at a point of curvature of a curve to the right;

THENCE, continuing with the west right-of-way line of said proposed Raider Way, along said curve to the right an arc distance of 136.25 feet, having a radius of 532.00 feet, and a chord which bears N02°39'22"W a distance of 135.88 feet to a ½" iron rod set with cap stamped TERRA FIRMA, for an inside corner of this tract;

THENCE, N67°22'27"W a distance of 103.49 feet to a ½" iron rod set with cap stamped TERRA FIRMA, at a point of curvature of a curve to the left;

THENCE, along said curve to the left an arc distance of 68.09 feet, having a radius of 50.00 feet, and a chord which bears S73°36'51"W a distance of 62.95 feet to a ½" iron rod set with cap stamped TERRA FIRMA, at a point of tangency;

THENCE S34°36'10"W a distance of 13.12 feet to a ½" iron rod set with cap stamped TERRA FIRMA, for an outside corner of this tract;

THENCE S80°00'25"W a distance of 258.44 feet to a ½" iron rod set with cap stamped TERRA FIRMA, for an outside corner of this tract;

THENCE N09°59'35"W a distance of 148.87 feet to a ½" iron rod set with cap stamped TERRA FIRMA, for an inside corner of this tract;

THENCE N77°49'14"W a distance of 87.51 feet to a ½" iron rod set with cap stamped TERRA FIRMA, for an inside corner of this tract;

THENCE S12°10'24"W a distance of 108.87 feet to a ½" iron rod set with cap stamped TERRA FIRMA, at a point of curvature of a curve to left;

THENCE, along said curve to the left an arc distance of 20.52 feet, having a radius of 50.00 feet, and a chord which bears N66°45'30"W a distance of 20.38 feet to a ½" iron rod set with cap stamped TERRA FIRMA, for an inside corner of this tract;

THENCE N12°10'23"E a distance of 104.96 feet to a ½" iron rod set with cap stamped TERRA FIRMA, for an inside corner of this tract;

THENCE N77°49'14"W a distance of 59.87 feet to a ½" iron rod set with cap stamped TERRA FIRMA, for an angle point;

THENCE S71°34'38"W a distance of 87.33 feet to a ½" iron rod set with cap stamped TERRA FIRMA, for an angle point;

THENCE S41°35'18"W a distance of 112.37 feet to a ½" iron rod set with cap stamped TERRA FIRMA, for an angle point;

THENCE S80°02'13"W a distance of 25.00 feet to a ½" iron rod set with cap stamped TERRA FIRMA, east line of said Generations Ministries 33.00-acre tract for an outside corner of this tract;

THENCE, with the west line of said Meritage Homes of Texas, LLC, 63.339-acre tract, N09°57'47"W, pass a ½" iron rod found on the east line of said Generations Ministries 33.00-acre tract at a distance of 123.41 feet, pass a ½" iron rod found at a distance of 319.00 feet, and continuing on for a total distance of 362.15 feet to a calculated point in the center of Brushy Creek, for the northwest corner of this tract;

THENCE, with the meandering centerline of Brushy Creek, the following seven (7) courses:

- N88°04'14"E a distance of 120.02 feet to a calculated angle point;
- S78°55'13"E a distance of 48.23 feet to a calculated angle point;
- S89°11'53"E a distance of 110.57 feet to a calculated angle point;
- S70°46'57"E a distance of 240.38 feet to a calculated angle point;
- S58°21'31"E a distance of 72.05 feet to a calculated angle point;
- S67°47'17"E a distance of 226.26 feet to a calculated angle point; and
- S74°53'31"E a distance of 64.83 feet to a calculated point at the northwest corner of an 18.13-acre tract as conveyed to Robert A. Henthorne and La Juana Jean Henthorne by instrument recorded in Volume 1917, Page 890 of the Deed Records of Williamson County, Texas, for the northeast corner of this tract;

STEWART CROSSING, PHASE 1 FINAL PLAT

CITY OF LEANDER,
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WILLIAMSON §

That Meritage Homes of Texas, LLC, an Arizona limited liability company, acting herein by and through Matthew Scrivener, Vice President of Land Development, Austin Division, owner of 63.330 acres of land as conveyed to it by special warranty deed recorded in Document No. 2014084239 of the Official Public Records of Williamson County, Texas, and B.W. and Carlene Pruett Family Trust, acting herein by and through B.W. Pruett, Jr. and Carlene Pruett, Trustees, owners of 2.899 acres of land as conveyed to them by warranty deeds recorded in Document No.'s. 2006055079, 2015091728, and 2015091729 of the Official Public Records of Williamson County, Texas, all out of the Elijah D. Harmon Survey, Abstract No. 6, Williamson County, Texas, the undersigned owners do hereby subdivide 36.873 acres of land pursuant to Chapter 212 of the Texas Local Government Code, in accordance with this plat, to be known as STEWART CROSSING, PHASE 1 FINAL PLAT, and does hereby dedicate all additional right-of-way, streets, alleys, easements, parks and other open spaces to public use, or, when the subdivider has made provisions for perpetual maintenance thereof, to the inhabitants of the subdivision shown hereon subject to any easements, covenants or restrictions heretofore granted and not released.

WITNESS MY HAND, this the 28th day of December, 2015, A.D.

Matthew Scrivener
Vice President of Land Development, Austin Division
Meritage Homes of Texas, LLC
8920 Business Park Drive, Suite 350
Austin, TX 78759

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Before me, the undersigned authority on this day personally appeared Matthew Scrivener, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas

Print Notary's Name
My Commission Expires: 1-21-2018

WITNESS OUR HANDS, this the _____ day of _____, 20____, A.D.

B.W. Pruett, Jr., Trustee
B.W. and Carlene Pruett Family Trust

Carlene Pruett, Trustee
B.W. and Carlene Pruett Family Trust,

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

Before me, the undersigned authority on this day personally appeared B.W. Pruett, Jr., and Carlene Pruett, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

Notary Public, State of Texas

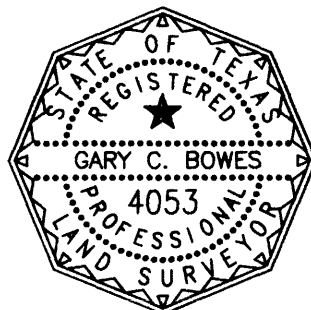
Print Notary's Name
My Commission Expires: _____



I, Gary C. Bowes, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown hereon shall be properly placed under my personal supervision, and that all recorded easements noted in the most recent title insurance policy (dated September 8, 2014; File No. 01247-29821) are shown and/or noted hereon, are true and correct to the best of my ability, in accordance with the subdivision regulations of the City of Leander, Texas.

Gary C. Bowes
Registered Professional Land Surveyor No. 4053
Date 1/23/2015

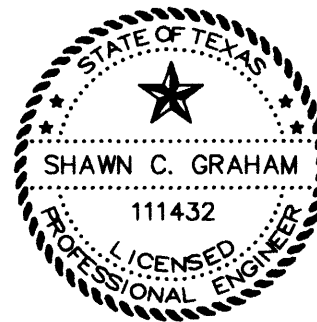
JONES | CARTER
1701 Directors Boulevard, Suite 400
Austin, Texas 78744



I, Shawn C. Graham, a Registered Professional Engineer, do hereby certify that to the best of my knowledge the information contained on this plat complies with the subdivision ordinances and the design and construction standards adopted by the City of Leander, Texas.

Shawn C. Graham
Shawn C. Graham
Registered Professional Engineer No. 111432
Date 12/22/2015

JONES | CARTER
1701 Directors Boulevard, Suite 400
Austin, Texas 78744



Approved this the 10th day of March, 2016, A.D. at a public meeting of the Planning and Zoning Commission of the City of Leander, Texas and authorized to be filed for record by the County Clerk of Williamson County, Texas.

Sid Sokol Chairman
Planning and Zoning Commission
City of Leander, Texas

ATTEST: Ellen Pizalate
Ellen Pizalate, Secretary
Planning and Zoning Commission
City of Leander, Texas

GENERAL NOTES:

- This subdivision is wholly contained within the current corporate limits of the City of Leander, Texas.
- No lot in this subdivision shall be occupied until connected to the City of Leander water distribution and wastewater collection facilities.
- A Building Permit is required from the City of Leander prior to construction of any building or site improvements on any lot in this subdivision.
- No Buildings, fences, landscaping or other structures are permitted within drainage easements shown, except as approved by the City of Leander Public Works Department.
- Property owners shall provide for access to drainage easements as may be necessary and shall not prohibit access by the City of Leander.
- All easements on private property shall be maintained by the property owner or his or her assigns.
- In addition to the easements shown hereon, a ten (10') foot wide foot public utility easement is dedicated along and adjacent to all right-of-way and a two and a half (2.5') foot wide public utility easement is dedicated along all side lot lines. Public utility easements for Lot 1, Block A, Lot 1, Block B, Lot 87, Block B are as shown on the face of plat.
- A portion of this tract is within a flood hazard area as shown on the Flood Insurance Rate Map Panel #48491C0455E for Williamson County, effective September 26, 2008.
- Building setbacks not shown hereon shall comply with the most current zoning ordinance of the City of Leander. Additional residential garage setbacks may be required as listed in the current zoning ordinance.
- Sidewalks shall be installed on both sides of all internal streets in this subdivision and along Raider Way, and the subdivision side of E. Woodview Drive. Those sidewalks not abutting a residential, commercial or industrial lot (including sidewalks along street frontages of lots proposed for schools, churches, park lots, detention lots, landscape lots, or similar lots), sidewalks on arterial streets to which access is prohibited, sidewalks on double frontage lots on the side which access is prohibited, and all sidewalks on safe school routes shall be installed when the adjoining street is constructed.
- All utility lines must be located underground.
- No driveway shall be constructed closer than 50 feet or 60% of parcel frontage, whichever is less, to the right-of-way of an intersecting local or collector street or 100 feet or 60% of parcel frontage, whichever is less, to the right-of-way of an intersecting arterial street.
- The HOA will own and maintain the following lots: Lot 1, Block A, Lot 1, Block B, Lot 1, Block D and Lot 9, Block A.
- The City of Leander will own and maintain the following lots: Lot 87, Block B.
- The HOA bylaws are recorded in the Official Public Records of Williamson County, Texas under Document Number 2015093198.
- The homeowners association is required to mow and maintain landscaping in the open channels, detention and water quality areas.
- The City accepts and maintains drainage and water quality improvements contained in open channels, detention and water quality areas.
- For every six hundred (600) square feet of area in the landscape lots, Lot 1, Block A and Lot 1, Block B, two (2) shade trees (two-inch caliper or larger) and four (4) shrubs (five gallon container size or larger) shall be planted and maintained. Two ornamental trees per shade tree may be substituted for up to fifty percent of the shade trees if desired. A six-foot privacy fence, but no higher than three feet within twenty five feet of an intersecting street, shall be constructed with the subdivision improvements at the common lot line between the landscape lot and the single-family or two-family lots. The fence is required to be constructed of one or more of the following materials: brick, stone, cast stone, stucco, factory tinted (not painted) split-faced concrete masonry unit, or other similar materials approved by the Director of Planning. In addition to the materials listed above, textured pre-cast concrete (e.g. WoodCrete) is also permitted when the privacy fence is adjacent to collectors. All columns are required to have concrete footings. The landscape lot is required to be maintained by a private association.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

All easements of which I have knowledge and those recorded easements furnished by Stewart Title Guaranty Company according to File No. 01247-29821, issued September 8, 2014 are shown or noted hereon.

- Access easement 30 feet wide as described in Deed recorded in Volume 757, Page 453, Deed Records of Williamson, Texas. Vacated by instrument recorded under Doc. No. 2015108296.
- Access easement 30 feet wide as described in Deed recorded in Volume 758, Page 725, Deed Records of Williamson, Texas. Vacated by instrument recorded under Doc. No. 2015108297.
- Easement for underground facilities granted to Southwestern Bell Telephone Company, recorded in Volume 2290, Page 698, Official Records of Williamson County, Texas.
- Access easement described in Deeds recorded in Document Numbers 2003027079 and 2006055079, Official Public Records of Williamson County, Texas. Vacated by instruments recorded under Doc. Nos. 2015108298 and 2015108299.
- Public utility easement granted to City of Leander, recorded in Volume 1899, Page 601, Official Records of Williamson County, Texas.

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, NANCY E. RISTER, CLERK OF COUNTY COURT, WITH AND FOR THE COUNTY AFORESAID, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, AND ITS CERTIFICATION OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE 31st DAY OF March, 2016, A.D. AT 11:06 O'CLOCK A.M., AND WAS DULY RECORDED ON THIS THE 31st DAY OF March, 2016, A.D. AT 11:22 O'CLOCK A.M., PLAT RECORDS OF SAID COUNTY IN DOCUMENT NO. 2016026419. WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE LAST DATE WRITTEN ABOVE.

BY: Connie Phelps
NANCY E. RISTER
CLERK, COUNTY COURT
WILLIAMSON COUNTY, TEXAS



JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439
Texas Board of Professional Land Surveying Registration No. 10046101
1701 Directors Boulevard, Suite 400 • Austin, Texas 78744 • 512.441.9493

SHEET 4 OF 4

FILE:	J:\Projects\A738\0001-00\Survey\Drawing Files\700\A738-0001-02-700 Ph 1 Plat.dwg
	J:\Projects\A738\0001-00\Survey\Point Files\A738-0001-02-700 Ph 1 Plat.crd
JOB NO:	A738-0002-02-700
DRAWN BY:	RWL
DATE:	March 3, 2015
CHECKED BY:	GCB
SCALE:	1"=100'
REVISED:	December 21, 2015

STEWART CROSSING, PHASE 1
FINAL PLAT

Exhibit B
The Land



DESCRIPTION OF
WATER EASEMENT
0.0215 ACRES OR 935 SQ. FT.

A TRACT OR PARCEL CONTAINING 0.0215 ACRES OR 935 SQUARE FEET OF LAND, SITUATED IN THE ELIJAH D. HARMON SURVEY, ABSTRACT NUMBER (NO.) 6, WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 87, BLOCK B, STEWART CROSSING, PHASE 1 FINAL PLAT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 2016026419 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), BEING DESCRIBED TO THE CITY OF LEANDER, TEXAS, AS RECORDED IN DOCUMENT NO. 2018076821, O.P.R.W.C.T., WITH SAID 0.0215 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203):

COMMENCING AT A 5/8 INCH IRON ROD FOUND ON THE SOUTHWEST RIGHT-OF-WAY (R.O.W.) LINE OF RM 2243 (WIDTH VARIES) FOR THE NORTHWEST CORNER OF A CALLED 19.976 ACRE TRACT DESCRIBED TO THE RENAISSANCE EDUCATION FOUNDATION, AS RECORDED IN DOCUMENT NO. 2023103845, O.P.R.W.C.T., BEING THE NORTHEAST CORNER OF THE DAVIS CEMETERY (NO RECORD FOUND);

THENCE, SOUTH 25 DEG. 31 MIN. 33 SEC. EAST, WITH THE COMMON LINE OF SAID 19.976 ACRE TRACT AND OF SAID DAVIS CEMETARY, A DISTANCE OF 88.89 FEET TO AN ANGLE POINT ON SAID COMMON LINE;

THENCE, SOUTH 09 DEG. 57 MIN. 59 SEC. EAST, WITH THE COMMON LINE OF SAID 19.976 ACRE TRACT, AND SAID DAVIS CEMETERY, AND SAID LOT 87, A DISTANCE OF 94.76 FEET TO THE **POINT OF BEGINNING** AND NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 09 DEG. 57 MIN. 59 SEC. EAST, CONTINUING WITH THE COMMON LINE OF SAID 19.976 ACRE TRACT AND OF SAID LOT 87, A DISTANCE OF 33.24 FEET TO A POINT FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 16 DEG. 51 MIN. 41 SEC. WEST, THROUGH AND ACROSS SAID LOT 87, A DISTANCE OF 48.26 FEET TO A POINT ON THE COMMON LINE OF SAID LOT 87 AND OF LOT 102, BLOCK B, OF STEWART CROSSING, PHASE 2 FINAL PLAT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 2017109069, O.P.R.W.C.T., BEING THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

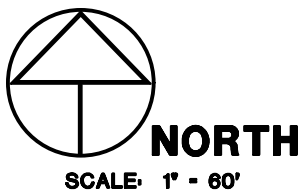
THENCE, NORTH 67 DEG. 22 MIN. 26 SEC. WEST, WITH THE COMMON LINE OF SAID LOT 87 AND OF SAID LOT 102, A DISTANCE OF 15.08 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 96, BLOCK B, OF SAID STEWART CROSSING, PHASE 2 FINAL PLAT, BEARS NORTH 88 DEG. 51 MIN. 02 SEC. WEST, A DISTANCE OF 143.29 FEET;

THENCE, NORTH 16 DEG. 51 MIN. 41 SEC. EAST, THROUGH AND ACROSS SAID LOT 87, A DISTANCE OF 76.40 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 0.0215 ACRES OR 935 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 58679 PREPARED BY WINDROSE.

C. PAUL JONES, SR.
R.P.L.S. NO. 5480
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



8/21/2025
DATE

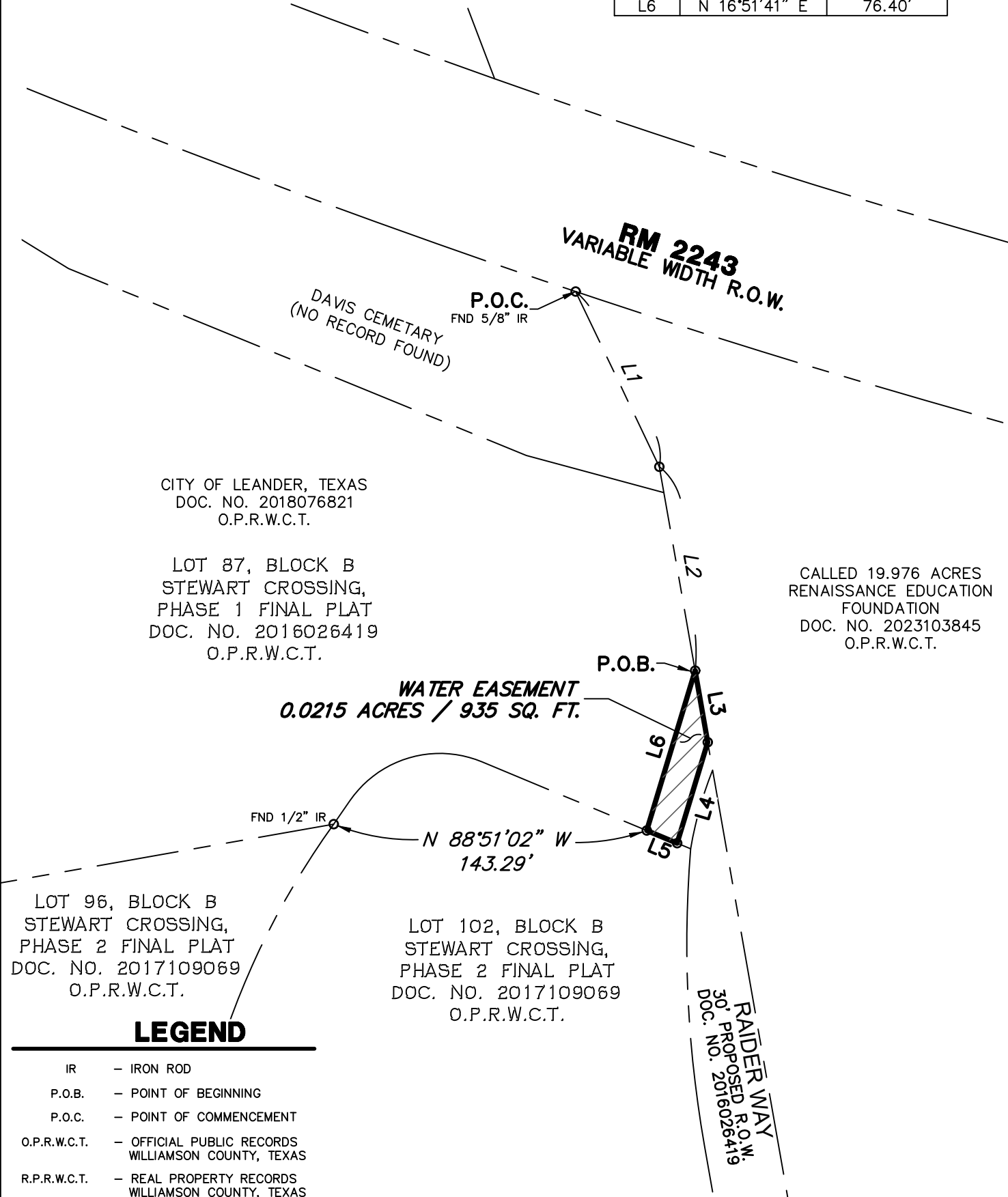


GENERAL NOTES

- 1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
- 2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. (NAD83)
- 3. THIS EXHIBIT IS ACCOMPANIED BY A SEPARATE METES AND BOUNDS DESCRIPTION.
- 4. THIS EXHIBIT DOES NOT IMPLY TO BE A LAND TITLE SURVEY OF THE SUBJECT PROPERTY AND IS NOT INTENDED TO BE USED FOR TITLE CONVEYANCE PURPOSES.

EXHIBIT OF
WATER EASEMENT
SITUATED IN THE
ELIJAH D. HARMON SURVEY, A-6
WILLIAMSON COUNTY, TEXAS

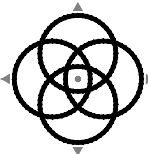
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 25°31'33" E	88.89'
L2	S 09°57'59" E	94.76'
L3	S 09°57'59" E	33.24'
L4	S 16°51'41" W	48.26'
L5	N 67°22'26" W	15.08'
L6	N 16°51'41" E	76.40'



LEGEND

- IR - IRON ROD
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- O.P.R.W.C.T. - OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
- R.P.R.W.C.T. - REAL PROPERTY RECORDS WILLIAMSON COUNTY, TEXAS

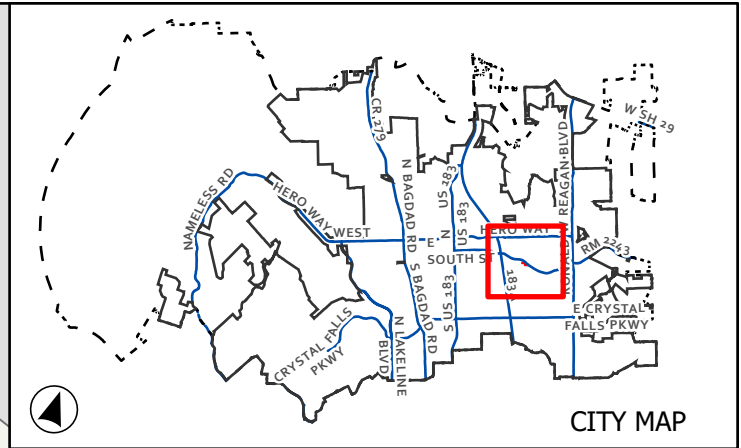
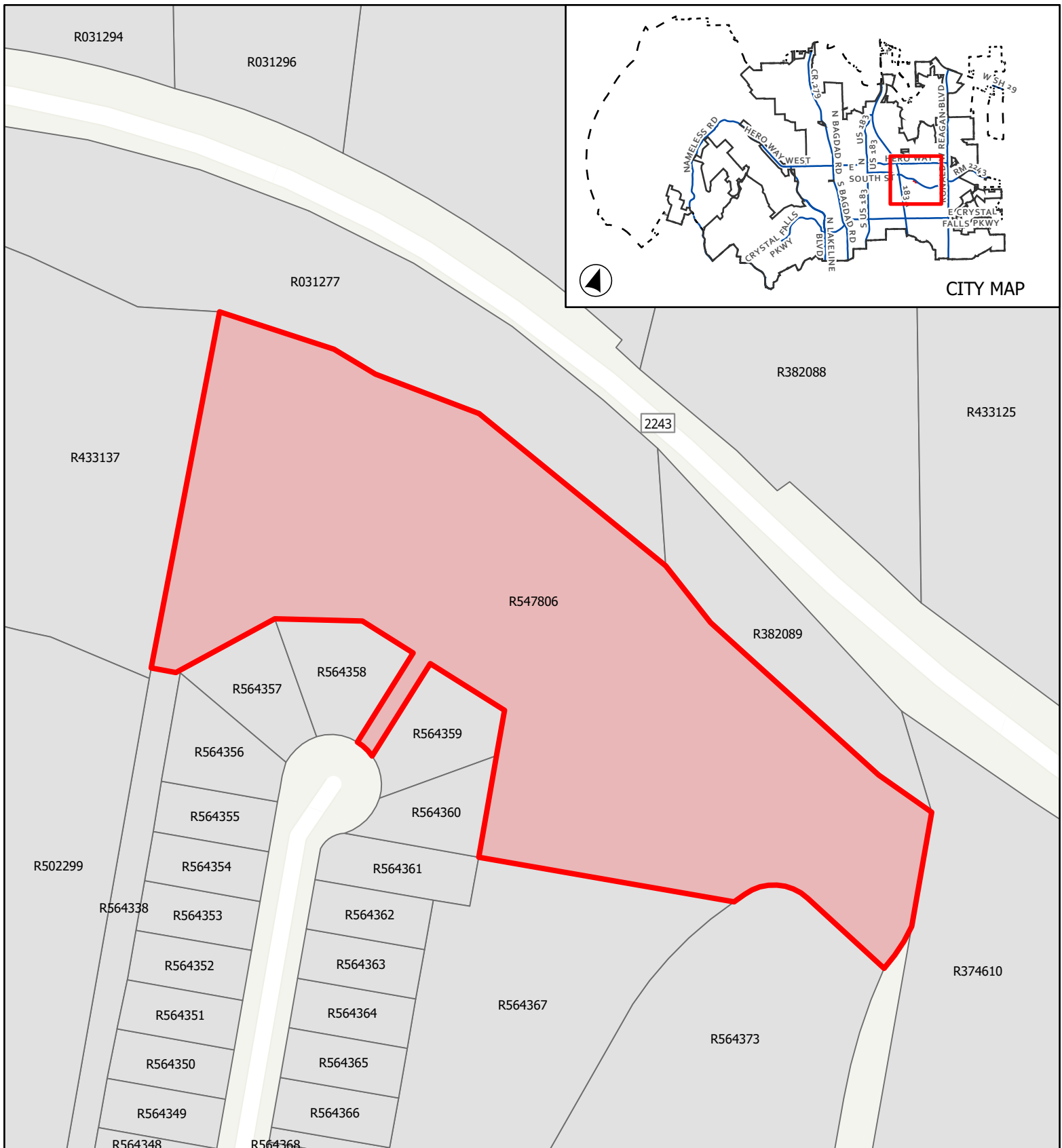
FIELD BY:	-	DATE:	8-21-2025
DRAWN BY:	PC	REV:	
CHECKED BY:	CPJ	REV:	
JOB NO.	58679	REV:	
SHEET 2 OF 2		REV:	



WINDROSE
LAND SURVEYING | PLATTING

9360 CORPORATE DRIVE, STE 102 | SELMA, TX 78154 | 210.634.1565
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

Exhibit C
License Agreement

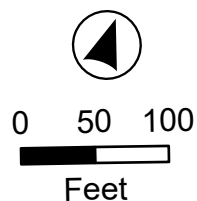


ATTACHMENT 2

LOT 87, BLOCK B, OF STEWART CROSSING PHASE 1 SUBDIVISION

Public Notification

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



- City Limits
- ETJ
- Railroad
- Subject Boundary

September 23, 2025
Jared Bowers
Grace Design Studios, PLLC
New Orleans, LA

Mayor Christine DeLisle
Members, Leander City Council
City of Leander – City Hall
105 N. Brushy Street
Leander, TX. 78641

RE: Waterline Easement across City-Owned Park land needed for Non-Profit Charter School BASIS Leander (Final Plat FP-25-0229 Pending)

This request letter is being presented to the Council in support of a request for use of .0215 acres (935 square feet) of city-owned parkland for a waterline easement required for a non-profit public charter school project being developed at RR 2243, Leander, TX (the "Project"). Such request has been included as part of an easement application and submittal package as submitted to Development Services, Mr. Justin Hunt, Sr. Planner, in support of the approval process for the Project.

The BASIS Leander public charter school campus Project is pending Final Plat approval (FP-25-0229). This review / approval process has identified two waterline easements required to allow municipal domestic and fire protection water service to the Project site. The required easements will allow the existing water line located at the housing development to the south of Brushy Creek to be routed through the city-owned parkland, under Brushy Creek, under RM-2243, and under a new proposed north / south public road (Raider Way) to ultimately service the Project site to the north.

In compliance with Chapter 26, Texas Parks and Wildlife Code, Sect. 26.001, the Project was reviewed to determine that:

- (1) there is no feasible and prudent alternative to the use or taking of such land; and
- (2) the program or project includes all reasonable planning to minimize harm to the land, as a park...resulting from the use or taking.

There is no feasible and prudent alternative to the use or taking of such land. There is currently no nearby available water line to tap into. Most of the adjacent properties use wellwater to service their sites. After investigating this option, it was determined that on-site wellwater is not of sufficient capacity or flow rate to service the Project. On site storage / boosting and treatment of wellwater is not feasibly possible to satisfy the fire suppression requirements of the Project. The only feasible way to address domestic and fire protection demands on water supply require an 8" pressurized water line, and there is no other nearby location to tap into. Multiple meetings were held with the City to discuss options and alternatives, and the results of that meeting were that there are no other locations from which to supply water to the Project site.

The contractor for the Project, Key Construction, has committed to returning the easement site to the same condition or better than it is today. The scope of work involves trenching a new water line from the end of the existing line, which is stubbed out in the existing city-owned parkland, to a new bore pit, which is a drilled hole. Specialized boring equipment will be used to run a new water line under Brushy Creek, RM2243, Raider Way, and ultimately to the Project site. The trench and bore pit will be filled in upon completion of the work, with ground cover installed to match existing. The only restrictions on use of the park land will be temporary controls to maintain public safety around the limits of construction. Access to the park will be available during construction to the areas outside of the limits of the work. The use of the park will not be affected in any way after the work is complete.

We understand that staff is supportive of our request for use of the city-owned parkland for this waterline easement for the Project as the installation of the waterline would not harm or minimize the use of the parkland and that there is no other reasonable alternative.

Thank you for your time and consideration.

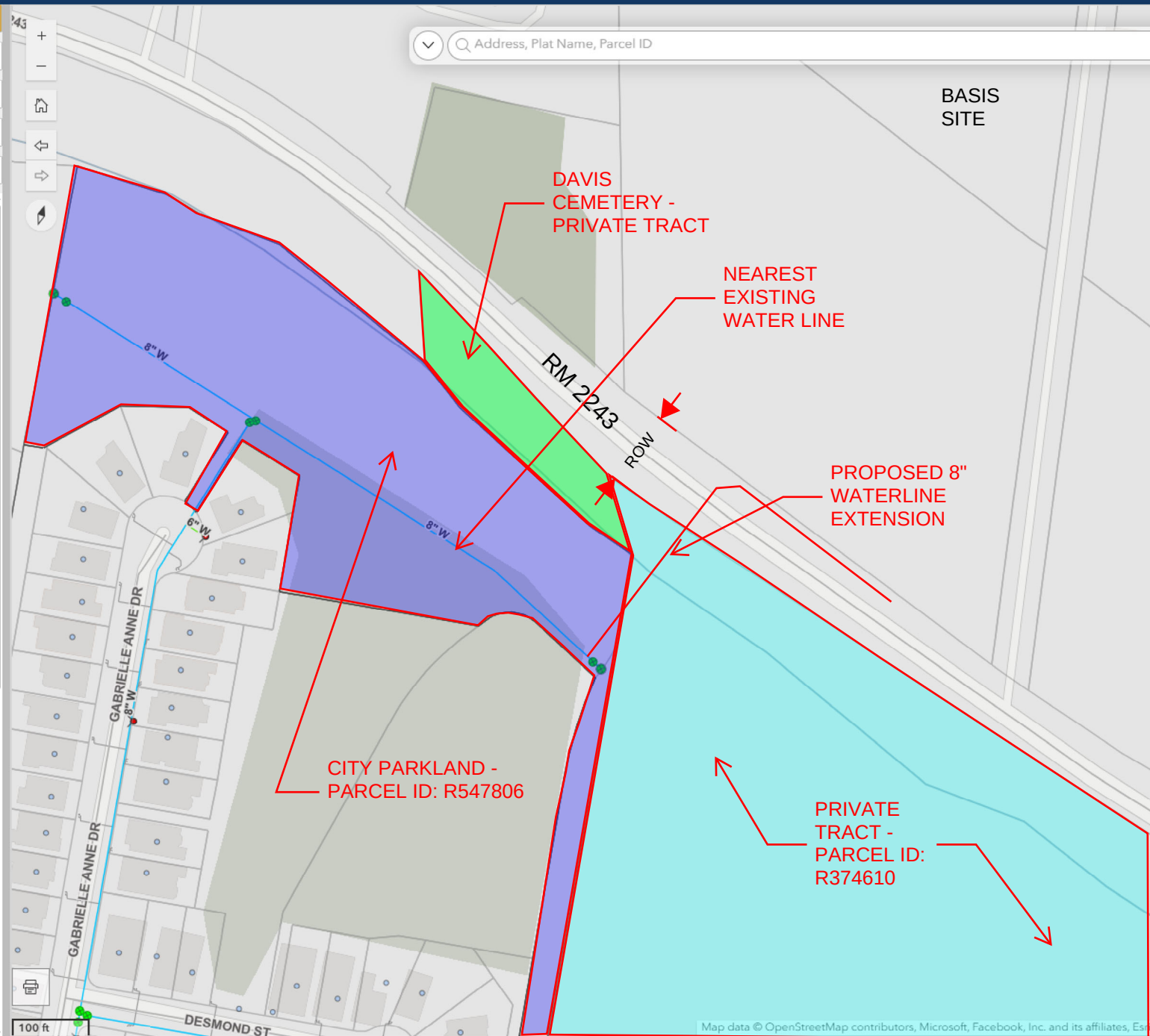
Sincerely,



Jared Bowers, AIA, NCARB
Associate, Studio Leader, LA#8116
CC: File

Attachments:

- WATERLINE EASEMENT - 09092025





EXECUTIVE SUMMARY
3/5/2026

AGENDA SUBJECT:

Discussion and consider action to appoint the members of the Comprehensive Plan Advisory Committee (CPAC) for the City of Leander 2026 Comprehensive Plan Update.

BACKGROUND:

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

As part of this effort, a Comprehensive Plan Advisory Committee (CPAC) for the City of Leander 2026 Comprehensive Plan Update effort will be established to provide community input throughout the planning process. CPAC members will serve as community ambassadors, sharing information within their networks, and as strategic advisors who offer local insight and perspective. While CPAC will not make decisions or provide technical input, its role is essential in shaping priorities and guiding the plan's direction.

The committee will meet five (5) times during the project to identify issues, evaluate needs, assist in setting priorities, and review preliminary and final recommendations. Members are expected to review materials provided in advance and come prepared to offer constructive feedback. Input should reflect a long-term vision (10–20 years) and consider citywide impacts related to growth, infrastructure, and economic development.

CPAC will include representatives from across the community who can commit to regular participation. Each meeting is expected to last approximately two (2) hours, with additional time for reviewing materials as needed. The members will work together to determine the meeting time, but it will either be during the workday or evenings. The preliminary schedule is:

- Meeting 1: March 18–20 (Wed–Fri)
- Meeting 2: May 20–22 (Wed–Fri)
- Meeting 3: August 5–7 (Wed–Fri)
- Meeting 4: September 9–11 (Wed–Fri)
- Meeting 5: October 14–16 (Wed–Fri)

The City Council elected to create a CPAC that includes the following members:

- Planning & Zoning Commission Member
- Parks Board Member
- Public Arts Commission Member
- Economic Development Committee Member
- LISD Representative

- Chamber of Commerce Representative
- Resident in the ETJ
- Place 1 Member Appointee
- Place 2 Member Appointee
- Place 3 Member Appointee
- Place 4 Member Appointee
- Place 5 Member Appointee
- Place 6 Member Appointee
- Place 7 Member Appointee

Staff will provide proposed members from the Boards and Commissions during the meeting for review.

HISTORY/TIMELINE:

09/18/2025 Contract awarded to Kendig Keast Collaborative, Inc.

12/18/2025 Contract executed

02/19/2026 City Council Meeting – CPAC Make-Up

APPLICANT/AGENT:

City of Leander - Development Services Department

RECOMMENDATION:

PRESENTER:

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

Fiscal Impact

Attachments:



EXECUTIVE SUMMARY
3/5/2026

AGENDA SUBJECT:

Receive presentation and consider City Council Subcommittee recommendations on the composition and duties of boards, committees, and commissions.

BACKGROUND:

At the October 16, 2025, regular meeting, the City Council discussed the composition and duties of the various boards, commissions, and committees. Following the discussion, the City Council formed a subcommittee to review each board, commission and committee and determine if changes were needed.

City Council members Michael Herrera, Place 2, and Andrew Naudin, Place 5, were appointed. They have completed their review and are ready to present their findings and recommendations for City Council discussion and consideration.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

The subcommittee recommends that the current, non-statutory boards be converted to an ad hoc group structure that follows certain budgetary and approval processes.

PRESENTER:

Michael Herrera, Place2 and Andrew Naudin, Place 5

Fiscal Impact

Amount requested:

Approved in current budget (Yes / No):

Expenditure (New / Amended):

Recurring or one-time:

Fund source (Operating / Utility / etc.):

Attachments:

1. Committee Presentation

A photograph of a large, white, cylindrical water tower for the City of Leander. The tower has a curved band around its upper section with the text "City of Leander" in a dark blue serif font. To the right of the text is a square logo featuring a gold star above a blue and green wavy design. The tower is partially obscured by the green foliage of trees on the right side of the frame.

*City of
Leander*

Leander Committee Review

Realigning Structure, Process and Purpose

Committee Steering Process

Overview

Challenges with Current Standards

- **Advisory Boards are not treated like Advisory Boards**
- **Recommendations are ignored/modified to accommodate City Council**
- **Council Liaisons function is ineffective**
- **The goals of the boards do not align with City Council**
- **Members do not feel empowered**
- **No ongoing reporting to City Council**

Committee Recommendations

Our recommendation is that the current non-statutory boards be converted to an Ad Hoc Group structure that follows the budgetary and approval process as described.

- The creation of an Ad Hoc Group approach, which is created for the purpose of completing a defined task or event, made up of community volunteers and guided by City staff/departments.
- Establish a Committee Steering Process, which allows City Council to plan the coming year and align budget considerations with the committee goals for the coming year.

Suggested Guidelines

- **Ad Hoc Groups would have a defined beginning date an end date**
- **Defined reporting structure that flows through City personnel**
- **Ad Hoc Groups would be active for one year**
- **Ad Hoc Groups sunset at City Staffs' discretion and City Council approval or once task is complete**
- **Ad Hoc Groups can be renewed at the City Councils discretion**
- **Created to address a specific task or organize a specific event**

Examples

Questions