



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



Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, June 18, 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. Discuss and provide direction regarding legislative priorities for the 2027 State and Federal Legislative Program.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

7. Recognitions/Proclamations/Visitors.
 1. Juneteenth Proclamation (June 19)
8. Staff Reports
 1. Amber Erickson, Executive Director of the Williamson County and Cities Health District (WCCHD), will present an overview of the services provided by WCCHD to individuals who live, work, and play in Williamson County.
 2. Update on existing, proposed, and future Traffic Signal.
 3. Capital Improvement Project update includes Automated Metering Infrastructure (CIP W.42) conversation timeline, benefits to residents, how information is being communicated to residents, and where to find updates on the City's website.

CONSENT AGENDA: ACTION

9. Approval of the minutes for the workshop held on May 27, 2026, and the regular meeting held on June 4, 2026.
10. Approval of a cooperation agreement by and between the City of Leander and the following non-profit organizations: Christian Resource Center, Glad Tidings Church, Hill Country Community Ministries, Leander Church of Christ, Leon Human Foundation, Life Church Leander, Operations Liberty Hill, River of Hope Church, RockPointe Church, Williamson County Amateur Radio Emergency Service (WC-ARES), Veterans of Foreign Wars Post 10427, One Mission Bible Church, and North Way Bible Church for collaboration on mass care and human services following a disaster (including but not limited to sheltering, feeding, and distribution of emergency supplies) and human services (including but not limited to case management, counseling, and recovery assistance) to residents and individuals affected by a disaster within the City of Leander; the surrounding communities, as well as those seeking refuge from coastal regions in the City of Leander for a term of five (5) years; and authorize the City Manager to execute any and all necessary documents.
11. Award of Solicitation S25-005 for primary depository services to Frost Bank for an initial two (2) year term, with up to three (3) one (1) year renewals; and authorize the City Manager to execute any and all necessary documents.
12. Approval of an Ordinance approving a Letter of Agreement with Pedernales Electric Cooperative, Inc., (PEC) to grant an extension to the franchise approved by Ordinance No. 19-032-00, which grants PEC certain powers, licenses, rights-of-way, privileges and franchise to construct, maintain, operate and use a transmission and distribution system in the City of Leander.

PUBLIC HEARING: ACTION

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0195 to amend the Leander Springs PUD (Planned Unit Development) with base zoning districts of MF-2-A (Multi-Family) and GC-3-A (General Commercial) to update the language as it relates to phasing and timing of the development, reduce the total number of apartments, and modify the phasing requirements on two (2) parcels of land approximately 77.90 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R403524 and R051592; and generally located southwest of the intersection of 183A Toll Road and RM 2243, Leander, Williamson County, Texas. *[Postponed due to notification error]*
14. Conduct a Public Hearing regarding Zoning Case Z-26-0212 to amend the current zoning of GC-2-C (General Commercial) and SFT-2-B (Single-Family Townhouse) to adopt the Life Time Fitness Minor PUD (Planned Unit Development) with the base zoning of LC-3-C (Local Commercial) on two (2) parcels of land 14.037 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031386 and R031387; and generally located south of Hero Way West, approximately 1,600 feet east of the intersection with N. Bagdad Road, Leander, Williamson County, Texas.
 - Discuss and consider action regarding Zoning Case Z-26-0212 as described above.
15. Conduct a Public Hearing regarding Zoning Case Z-26-0220 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Newton Nursery Minor PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on one (1) parcel of land approximately 5.018 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R516920;

and generally located south of San Gabriel Parkway, approximately 800 feet west of the intersection with CR 270, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-26-0220 as described above.

16. Conduct a Public Hearing regarding Ordinance Case OR-26-0036 to amend the Composite Zoning Ordinance to update Article I, Section 6 to add definitions, modify Article III, Section 20 to update the use matrix, and update Article IV to add use standards for In-Home Day Care regulations, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-26-0036 as described above.

17. 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.

- Discuss and consider action 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.

REGULAR AGENDA

18. Discuss and consider action on an Ordinance regarding a request for a variance to allow the sale of alcoholic beverages to occur within 300 feet of church, school, or hospital on one (1) parcel of land, more particularly described by Williamson Central Appraisal District Business Personal Property Parcel P513515; commonly addressed as 901 Crystal Falls Parkway, Suite 101, Leander, Williamson County, Texas.

19. Discuss and consider action on an Ordinance amending development and building permit fees set forth in the fee schedule to clarify the Promotional Event Sign Permit Fees; providing a savings clause; providing severability and open meetings clauses; and providing for related matters.

20. Discuss and consider action on Task Order DRAIN-KFA-CIPS23-019-02 with K Friese (now known as H.W. Lochner) for updates to the Upper Brushy Creek Watershed 1D Hydrologic & Hydraulic (H&H) Models to reflect the 64-acre drainage threshold, consistent with the County's new floodplain mapping methodology, in the amount of \$229,930.00; and authorize for the City Manager to execute any and all necessary documents.

21. Discuss and consider action on an Ordinance amending Ordinance No. 12-034-00, which consented to the creation of Travis County Municipal Utility District No. 21 and the inclusion of land therein, to amend City consent conditions and related matters; and Third Amendment to the Facilities Agreement with Travis County Municipal Utility District No. 21.

22. Discuss and consider action on an Ordinance amending Ordinance No. 12-035-00, which consented to the Creation of Travis County Municipal Utility District No. 19 and the inclusion of land therein, to amend City consent conditions and related matters; and Third Amendment to the Facilities Agreement with Travis County Municipal Utility District No. 19.

23. Discuss and consider action on an Ordinance amending Ordinance No. 12-036-00, which consented to the Creation of Travis County Municipal Utility District No. 20 and the Inclusion of Land Therein, to Amend City Consent Conditions and Related Matters; and Third Amendment to the Facilities Agreement with Travis County Municipal Utility District No. 20.
24. Discuss and consider an ordinance creating and establishing a Mayor's Ad Hoc Committee; providing an effective date; and providing for related matters.
25. Council Member Closing Statements.
26. Convene into Executive Session pursuant to:
 1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
 2. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding the Texas Compassionate Use Program; and
 3. 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 the acquisition of properties for public purposes and an option agreement for acquisition of real property; and
 4. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.072, to consult with legal counsel regarding a lease agreement for City operations.

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

1. Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
2. Texas Compassionate Use Program; and
3. Acquisition of properties for public purposes and an option agreement for acquisition of real property; and
4. Lease agreement for City operations.

27. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 551.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 551.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 551.073 [prospective gift to city], 551.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], 551.0761 [critical infrastructure/cybersecurity systems, policies, and contracts] critical infrastructure or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 11 day of June 2026 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary, TRMC



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Discuss and provide direction regarding legislative priorities for the 2027 State and Federal Legislative Program.

BACKGROUND:

In preparation for the upcoming 2027 90th Texas Legislative Session, staff is seeking direction from the City Council regarding legislative priorities to develop the City's State and Federal Legislative Program. Following this, staff will bring forward a resolution at a future City Council meeting to consider adopting the City's State and Federal Legislative Program. The resolution will authorize the City Manager and/or designee to engage and advocate on state and federal legislation in support of the City Council's legislative priorities.

The purpose of the City's State and Federal Legislative Program is to:

- Protect Quality of Life
- Support Local Businesses
- Foster Economic Growth and Prosperity
- Ensure Critical Public Safety Services
- Coordinate Emergency Management Response and Recovery
- Uphold Local Government Control and Decision-Making
- Maintain Financial Stability
- Advocate for Funding, Resources, and Community Needs

State Legislative Program

The City is currently served by three districts from the State House of Representatives and three districts from the State Senate.

State House of Representatives:

- 19th District - Rep. Ellen Troxclair. Current committee assignments include Delivery of Government Efficiency; Governmental Oversight (Select); and Ways and Means.
- 20th District - Rep. Terry M. Wilson. Current committee assignments include Civil Discourse and Freedom of Speech in Higher Ed (Chair, Select); Congressional Redistricting (Select), Disaster Preparedness and Flooding (Select); Elections; Higher Education (Chair); and Redistricting.
- 52nd District - Rep. Caroline Harris Davila. Current committee assignments include Trade, Workforce and Economic Development; Subcommittee on Workforce (Vice Chair); and Transportation.

All 150 State Representatives, including Rep. Troxclair, Rep. Wilson, and Rep. Harris Davila are up for the November 3, 2026 Election.

State Senate:

- 5th District - Senator Charles Schwertner. Current committee assignments include Business and Commerce (Chair); Committee of the Whole Senate; Disaster Preparedness and Flooding (Select); Economic Development; Finance; and State Affairs.
- 24th District - Senator Pete Flores. Current committee assignments include Committee of the Whole Senate; Criminal Justice (Chair); Disaster Preparedness and Flooding (Vice Chair, Select); Finance; Natural Resources; and Veteran Affairs (Select).
- 25th District - Senator Donna Campbell. Current committee assignments include Business and Commerce; Civil Discourse and Freedom of Speech in Higher Ed (Select); Committee of the Whole Senate; Disaster Preparedness and Flooding (Select); Education (Chair); and Finance.

16 State Senators including Senator Schwertner and Senator Flores are up for the November 3, 2026 Election. Senator Campbell's current term will end in 2029.

The State has issued interim charges in preparation for the 2027 90th Texas Legislative Session, which include but not limited to:

- Local Government Spending
- Texas Regulatory Consistency Act
- Safeguarding Taxpayer Funds
- Texas Public Information Act
- Land Use Zoning and Density
- Housing Attainability and Affordability
- Groundwater Management
- Disaster Preparedness, Response, and Recovery

Potential state legislative priorities for the City Council to consider are:

- Preserve High Quality of Life
- Protect Self-Governance
- Uphold City Integrity
- Ensure Financial Stability
- Foster Economic Growth
- Secure Essential Public Infrastructure

Federal Legislative Program

Beginning in January 2027 following the November 3, 2026 Election, the City will have four congressional districts as a result of Congressional Redistricting that was approved during the 89th Texas Legislative Special Session. The City's current congressional districts are the 10th District (currently held by Michael McCaul, not seeking reelection) and 31st District (currently held by John Carter, seeking reelection). The City will gain the additional 11th District (currently held by August Pfluger, seeking reelection) and 17th District (currently held by Pete Sessions, seeking reelection).

Potential federal legislative priorities for the City Council to consider are:

- Safeguard Local Authority

- Foster Federal Policy Collaboration with Local Governments
- Eliminate Unfunded Mandates
- Support Emergency Management, Coordination, Response, and Recovery
- Advocate for Direct Local Funding, Resources, and Community Needs
- Improve Federal Grant and Funding Opportunity Procedures and Requirements

HISTORY/TIMELINE:

Ongoing - Tours and Meetings with State Representatives/Senators and U.S. Congress Members
 June 2026 - Establish State and Federal Legislative Priorities
 July 2026 - Adopt State and Federal Legislative Program
 July-October 2026 - Propose Bills for New or Amended State Legislation
 November 19, 2026 - State Bill Filing Begins
 January 2027 - Leander Day at the Texas Capitol
 January 12, 2027 - Texas Legislature Opening Day
 March 15-17, 2027 - Washington, DC (Leander Days on Capitol Hill / National League of Cities Conference)
 March 12, 2027 - Last Day for Bill Filing
 May 31, 2027 - Sine Die (Last Day for Texas Legislative Regular Session)

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. State Federal Legislative Program

City of
Leander



State & Federal Legislative Program Development

Timeline

Schedule	Action
Ongoing	Tours & Meetings with Elected Officials
June 2026	Establish Legislative Priorities
July 2026	Adopt State & Federal Legislative Program
November 19, 2026	Bill Pre-Filing Begins
January 2027	Leander Day at Texas Capitol
January 12, 2027	Texas Legislature Opening Day
March 15-17, 2027	Leander Days on Capitol Hill (Washington, DC)
March 12, 2027	Last Day for Bill Filing
May 31, 2026	Sine Die

Potential State Legislative Priorities

- **Preserve High Quality of Life**
 - **Support legislation that provides community programs and services to elevate and/or preserve high quality of life.**
 - **Support legislation that provides funding and resources for police and fire personnel, programs, and services to keep pace with evolving public safety needs.**

Potential State Legislative Priorities

- **Preserve High Quality of Life**
 - **Support legislation that improves critical public safety services and emergency management to protect the health, safety, and welfare of the community.**
 - **Support legislation that provides funding for the development and improvement of parks, trails, and recreation facilities to enhance community amenities for families and visitors.**

Potential State Legislative Priorities

- **Protect Self-Governance**

- **Support the City’s right to local government control and home rule authority.**
- **Support the rights of locally elected officials to enact laws and regulations in the best interests of the City.**
- **Oppose legislation that preempts or erodes local government authority or is detrimental to the City’s ability to maintain high quality of life.**

Potential State Legislative Priorities

- **Protect Self-Governance**

- **Oppose legislation that would diminish the City’s authority to regulate growth and development including but not limited to:**
 - **Land Use, Zoning, Annexation, and Eminent Domain**
 - **Permits, Inspections, and Building Codes**
 - **Permit Fees, Impact fees, and Franchise Fees**

Potential State Legislative Priorities

- **Uphold City Integrity**

- **Support intergovernmental and public-private partnership collaborations to produce a public benefit.**
- **Support the City’s ability to engage with legislators and advocate through city staff, group advocacy efforts, and engagement opportunities.**

Potential State Legislative Priorities

- **Uphold City Integrity**

- **Support legislation that would improve the administration, coordination, and transparency of elections.**
- **Support legislation that would enable the use of all electronic public notices to improve efficiency, reduce costs, and promote transparency.**

Potential State Legislative Priorities

- **Ensure Financial Stability**

- **Support legislation that enables the responsible use of taxpayer funds including but not limited to:**
 - **Enhancing Financial Transparency**
 - **Eliminating Unfunded Mandates**
 - **Protecting Municipal Revenues**
- **Support legislation that provides a fair and equitable sourcing of sales and use taxes.**

Potential State Legislative Priorities

- **Ensure Financial Stability**

- **Support improvements to state grant and funding opportunity procedures and requirements.**
- **Oppose legislation that would restrict the City’s ability to issue debt in order to fund essential public infrastructure improvements and capital expenditures.**

Potential State Legislative Priorities

- **Ensure Financial Stability**

- **Oppose legislation that would be detrimental to the City’s financial position and the ability to fund crucial public services including but not limited to:**
 - **Property Tax Limitations or Elimination**
 - **Sales and Use Tax Reductions**
 - **Revenue and Expenditure Caps**

Potential State Legislative Priorities

- **Foster Economic Growth**

- **Support legislation and economic opportunities to cultivate the local workforce through job creation by attracting major industries, corporate companies, small businesses, innovation, and capital investment.**
- **Support legislation and economic tools for the City’s continued participation for a qualified hotel and convention center project.**

Potential State Legislative Priorities

- **Foster Economic Growth**

- **Support legislation and economic opportunities for the development of a vibrant and unique Old Town district.**
- **Support legislation for economic development programs that do not create a disadvantage to municipalities that dedicate sales and use tax to regional and metropolitan rapid transit authorities.**

Potential State Legislative Priorities

- **Foster Economic Growth**

- **Oppose legislation that would eliminate or restrict current economic development tools including but not limited to:**

- **Chapter 380 Agreements**

- **Tax Abatement**

- **Tax Increment Reinvestment Zones**

- **Texas Enterprise Fund**

Potential State Legislative Priorities

- **Secure Essential Public Infrastructure**
 - **Transportation**
 - **Support legislation for increased state funding of local transportation projects and infrastructure investments to improve traffic mobility and safety.**
 - **Support opportunities to promote and coordinate state, regional, and local transportation planning for developing effective transportation systems.**

Potential State Legislative Priorities

- **Secure Essential Public Infrastructure**
 - **Transportation**
 - **Support legislation to establish equitable governance structure and financial participation for regional and metropolitan rapid transit authorities.**
 - **Oppose legislation that would erode the City’s authority and management of public rights-of-way.**

Potential State Legislative Priorities

- **Secure Essential Public Infrastructure**

- **Water**

- **Support legislation and funding to protect and expand the City's ability to meet growing demands of an increasing population for water, wastewater, and stormwater drainage infrastructure.**

Potential State Legislative Priorities

- **Secure Essential Public Infrastructure**
 - **Water**
 - **Support collaboration for state, regional, and local water projects or initiatives that further enhance the City’s water resources and delivery systems.**
 - **Support legislation to increase state funding and improve grant requirements from the Texas Water Development Board.**

Potential State Legislative Priorities

- **Secure Essential Public Infrastructure**

- **Water**

- **Oppose legislation that would impose unfunded water mandates, state fees or charges, and any other requirements that would negatively impact the City's utility services and systems.**

Potential Federal Legislative Priorities

- **Safeguard Local Authority**
- **Foster Federal Policy Collaboration with Local Governments**
- **Eliminate Unfunded Mandates**
- **Support Emergency Management, Coordination, Response, and Recovery**
- **Advocate for Direct Local Funding, Resources, and Community Needs**
- **Improve Federal Grant and Funding Opportunity Procedures and Requirements**

City of
Leander



Questions?



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Staff Reports

1. Amber Erickson, Executive Director of the Williamson County and Cities Health District (WCCHD), will present an overview of the services provided by WCCHD to individuals who live, work, and play in Williamson County.
2. Update on existing, proposed, and future Traffic Signal.
3. Capital Improvement Project update includes Automated Metering Infrastructure (CIP W.42) conversation timeline, benefits to residents, how information is being communicated to residents, and where to find updates on the City's website.

BACKGROUND:

The City of Leander joined the Williamson County and Cities Health District (WCCHD) in 2013. The WCCHD Board consists of two (2) staff representatives from the County and the City Manager, or their designee, from the member Cities. Member Cities include Cedar Park, Georgetown, Hutto, Leander, Liberty Hill, Round Rock, and Taylor. The public health district is authorized by Chapter 121 of the Texas Health and Safety Code. Chapter 121 requires that the organization of the public health district and the rights and responsibilities of member governments be stated in a Cooperative Agreement. The Cooperative Agreement for the WCCHD was last amended, restated and approved by member governments effective October 15, 2024.

For FY26, Leander has allocated funding for WCCHD in the amount of \$205,650.85. Funding from the member cities is based on a per capita amount of \$2.35. Health District funding is derived from contributions from the member governments, Texas Department of State Health Service contracts, client fees, Medicaid reimbursements, and other grants, contracts and contributions.

Amber Erickson, Executive Director of the WCCHD, will provide council with an overview of WCCHD programs and activities.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

1. WCCHD Presentation

Williamson County and Cities Health District

Your Local Health Department

www.wcchd.org



A Local System Serving Local Needs



- Williamson County and Cities Health District has provided public health services to Williamson County since 1943.
- Our Public Health Centers and offices are located in Cedar Park, Georgetown, Round Rock, and Taylor.
- Governed by a Board of Health, made up of city staff representing Cedar Park, Georgetown, Hutto, Leander, Liberty Hill, Round Rock, and Taylor and Williamson County staff.
- Accredited by the Public Health Accreditation Board.



WCCHD Funders



TXHHSC 16%



TXDSHS 13%

Williamson County
Commissioners Court
35%



Member
Cities 10%

TAYLOR TX



Interest
Income
2%

Reserve
Fund 11%

Env.
Health
Fees 10%

Prog.
Fees &
Claims
2%

The percentages on this slide only reflect the amount of direct operating funds in the approved FY26 Budget - September 2025



MISSION



WCCHD works collaboratively with community partners to serve as the trusted voice to prevent disease, respond to emergencies, and promote and protect equitable health, safety, and well-being for all who live, work, and play in Williamson County.

VISION



Our vision is for WCCHD to empower communities to achieve optimal well-being through accessible and innovative public health services.





VALUES

Our core values guide everything we do at WCCHD:

- **Accountability:** Taking responsibility for actions and decisions
- **Collaboration:** Working together across sectors and communities
- **Quality:** Ensuring services meet high standards
- **Respect :** Valuing others' perspectives and contributions
- **Responsiveness:** Acting quickly to emerging health issues



Preventing Disease

▶ Immunizations across the lifespan

▶ Tuberculosis case management and prevention

▶ HIV/STI testing, treatment linkage, and partner services

▶ Community -based screening and outreach

2,146
Immunization
Services

664
Women's
Health Visits

29
TB Cases
Managed

309
TB Contacts
Tested

*All Data Points are for FY25, January-September 2025, except for TB which is for Calendar Year

WIC Services

➔ Nutrition Support

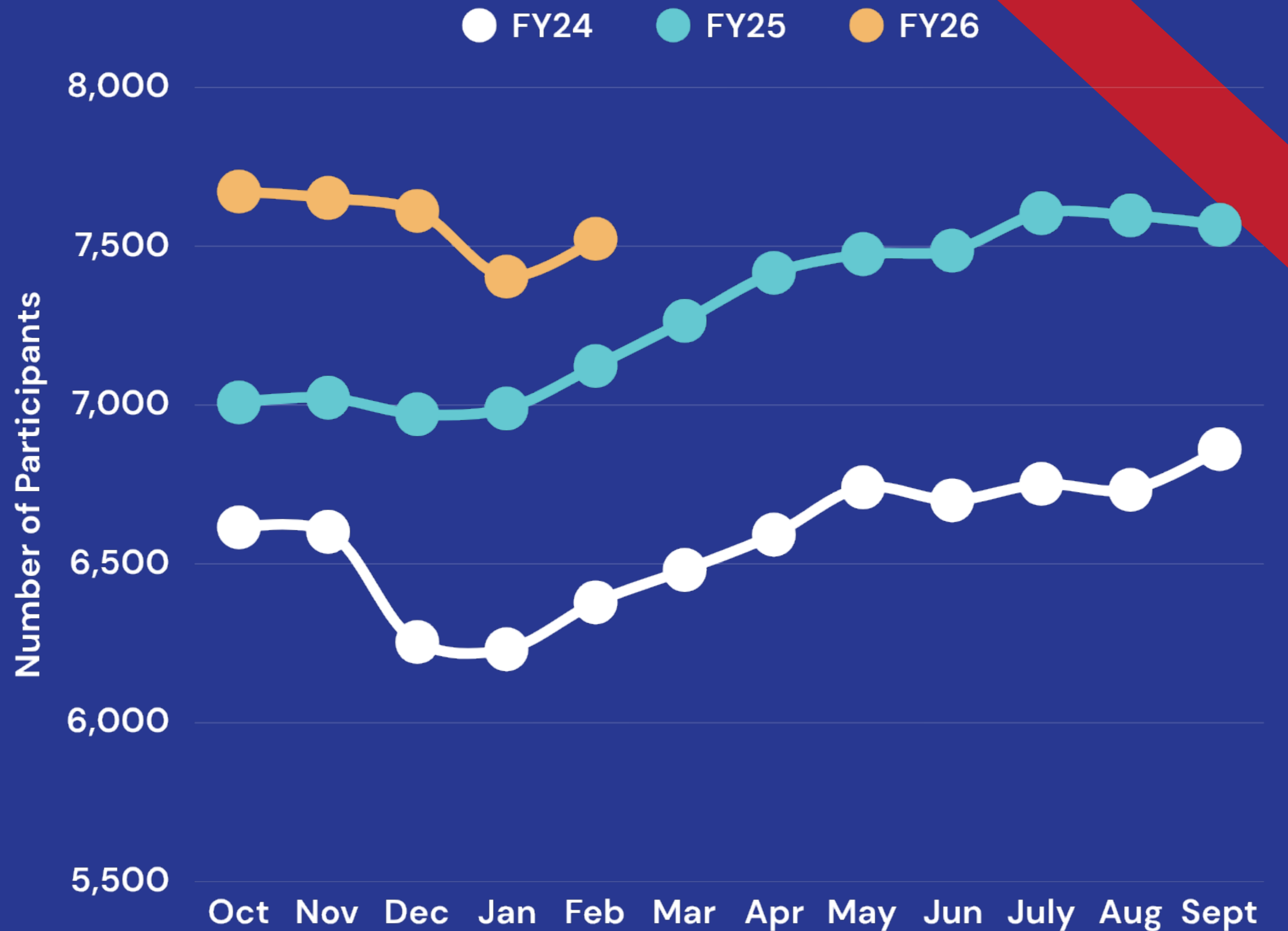
➔ Breastfeeding Education

➔ Food Benefits

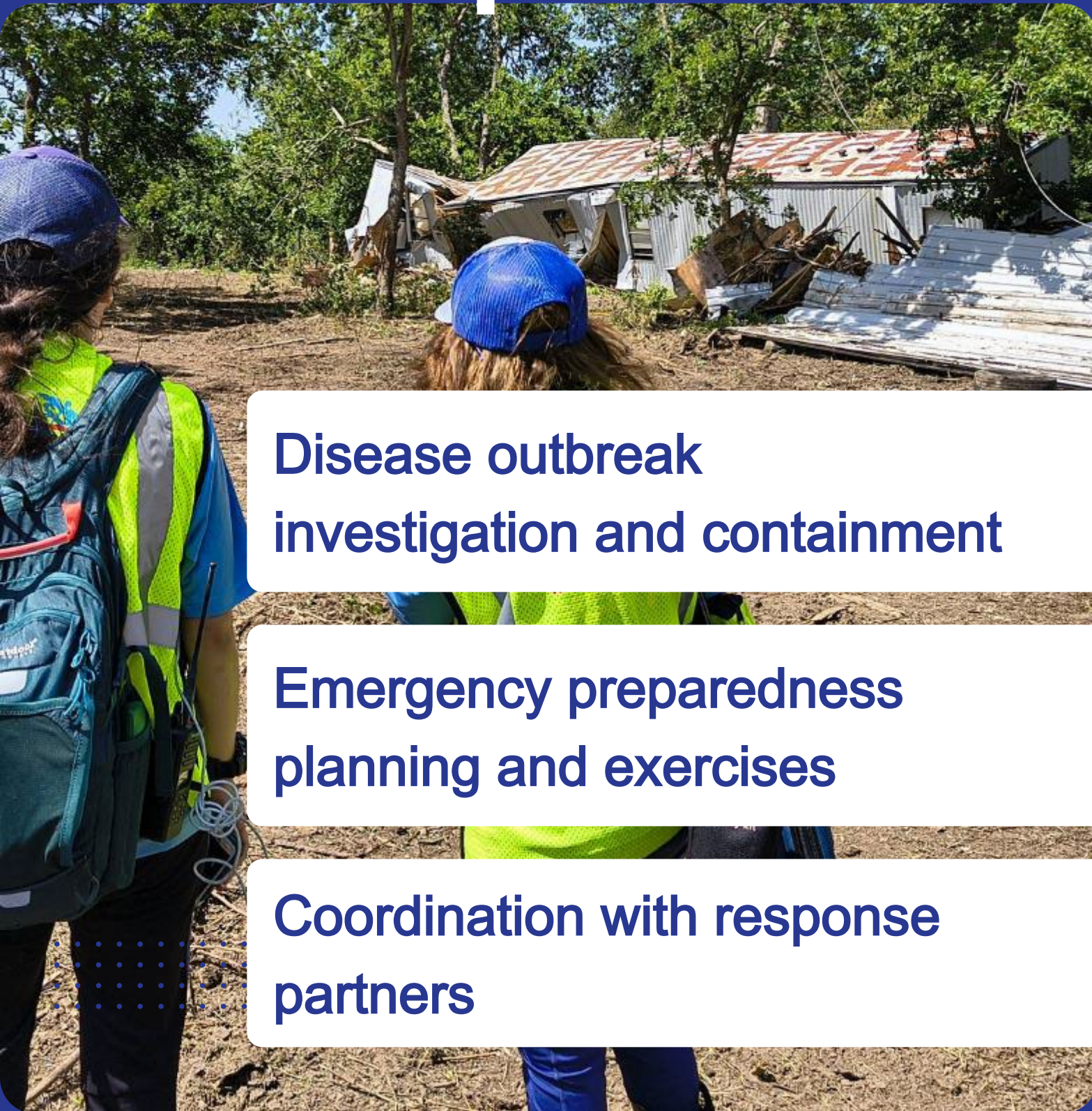
➔ Referrals to Resources



WCCHD WIC Participation



Emergency Preparedness & Response

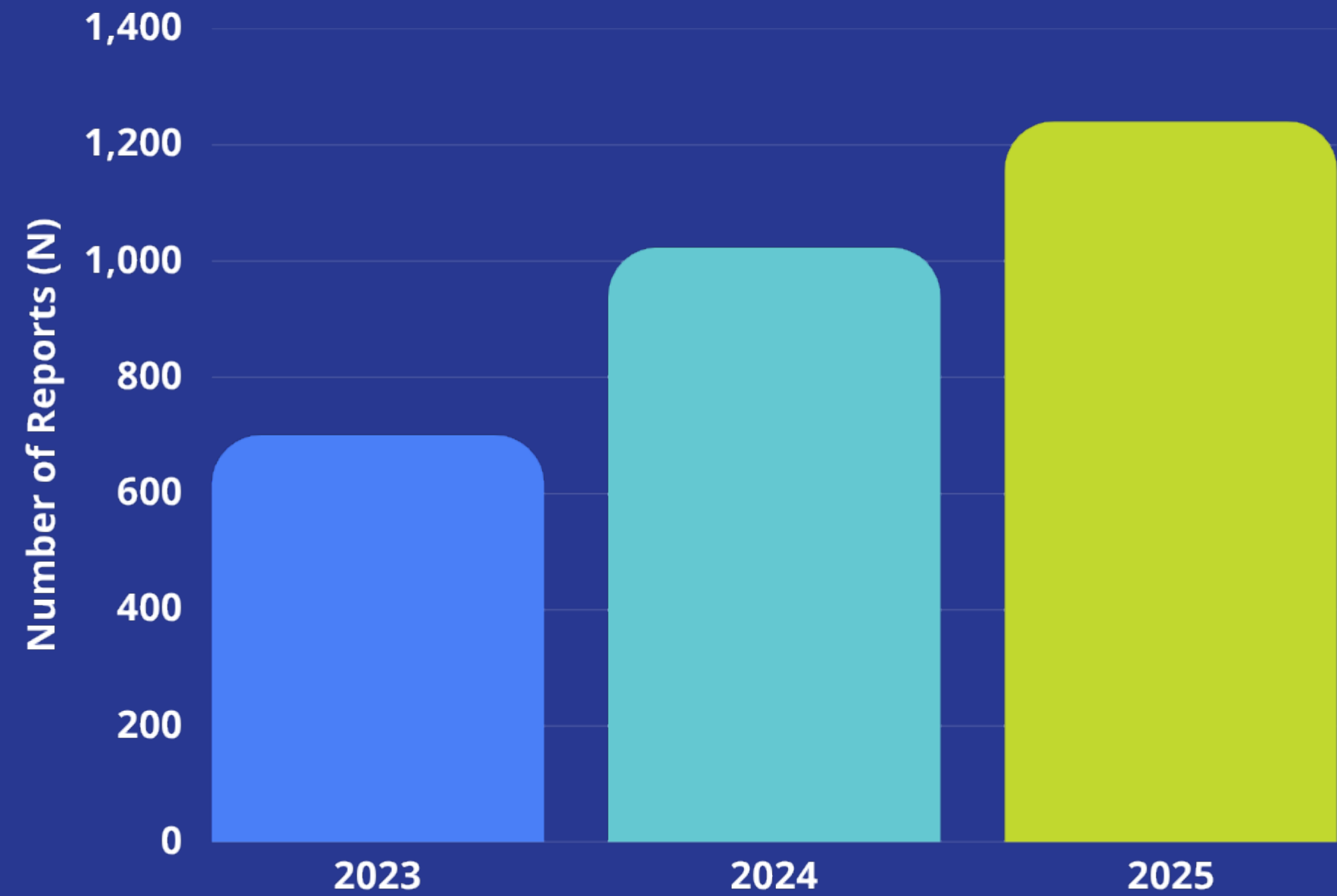


Disease outbreak investigation and containment

Emergency preparedness planning and exercises

Coordination with response partners

Number of or Reported Conditions from 2023-2025



*Data Points are for Calendar Year 2025

Environmental Health & Community Safety



Food Establishment
Inspections

3,194
Businesses
Inspected

3,586
Permits
Issued



Vector Surveillance
& Control

709
Mosquito
Traps

980
Mosquito
Pools





Mobile Food Vending Law Change

Effective July 1, 2026, Texas is implementing a new statewide health licensing framework for mobile food vendors. This legislation transfers the application and health licensing functions to the State level, creating uniform standards across Texas while streamlining the compliance process for vendors operating in multiple jurisdictions.

→ WCCHD's Role

- Assist DSHS with local inspections, mobile food vendor complaints, and foodborne illness investigations
- All Non-mobile food establishment permitting and inspections remain under WCCHD's jurisdiction

→ City of Leander's Role

- Zoning and Fire Access
- Parking and Property Permission
- Public Safety



Strengthening Systems & Access

Indigent Care Clients

Applications: 358

Enrolled: 175

Cancer Screening Services

Breast Cancer: 113

Colon Cancer: 7

Prostate Cancer: 78

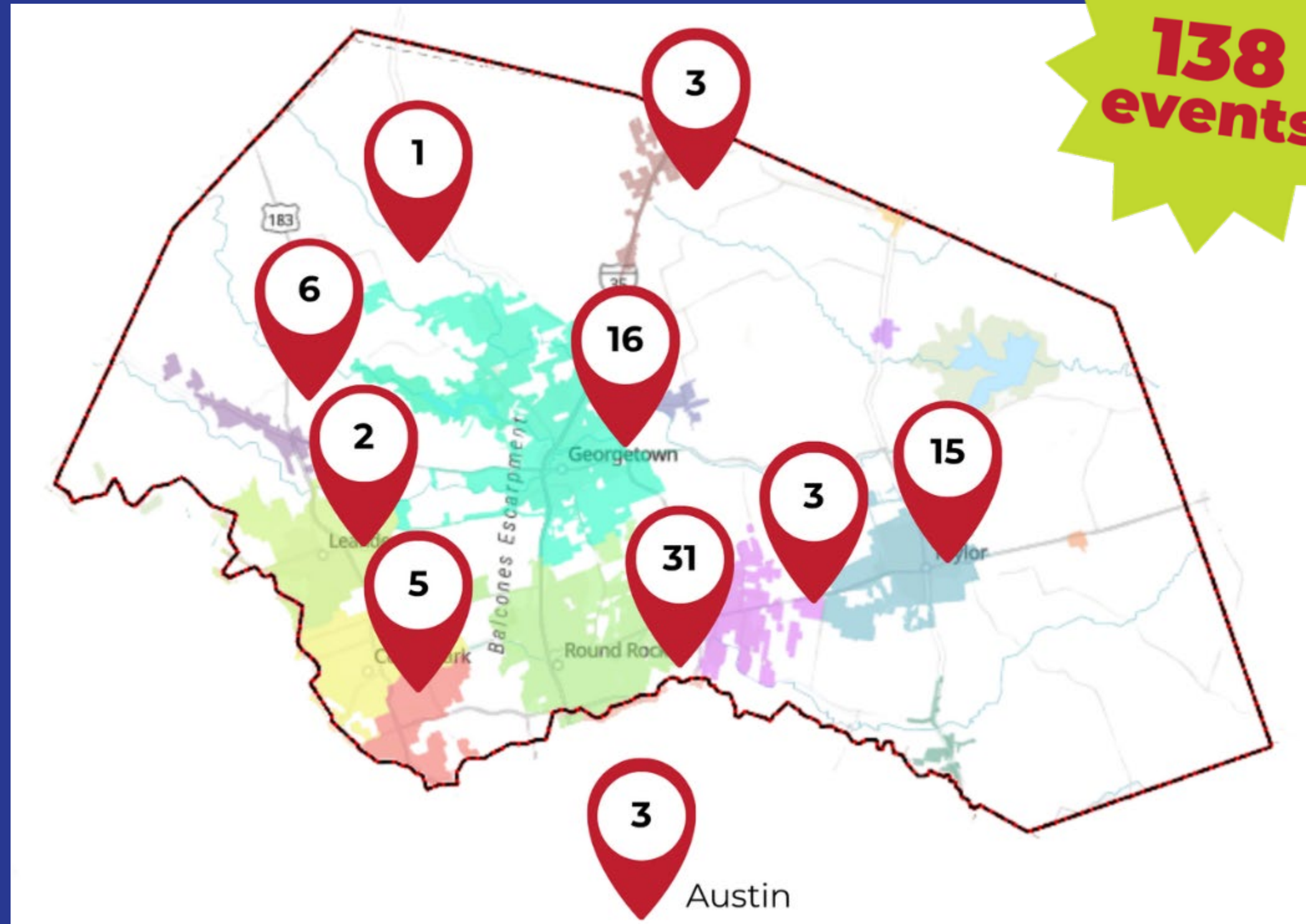


Linkage to Care
& Navigation



Benefits
Enrollment

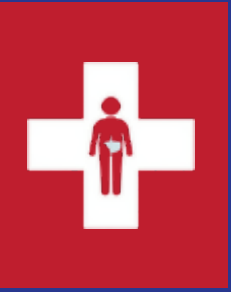
Community Outreach



Healthy Williamson County Coalition



3 Action Groups



Access to
Health Care



Chronic Disease
Prevention



Mental Health
and Wellbeing





PUBLIC 
HEALTH IS...
*A LOCAL PUBLIC
HEALTH PODCAST*

Available on Spotify and Apple Podcasts!

PUBLIC HEALTH = STRONGER COMMUNITIES

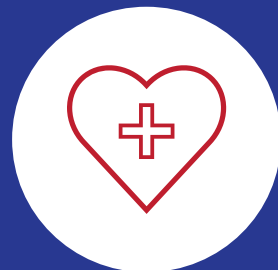


Amber Erickson, DrPH,
MPH

Executive Director
amber.erickson@wilcotx.gov

512-248-3220

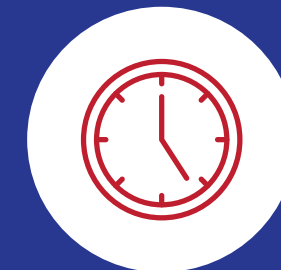
www.wcchd.org



Healthier residents



Safer environments



Faster response to threats



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Approval of the minutes for the workshop held on May 27, 2026, and the regular meeting held on June 4, 2026.

BACKGROUND:

Attached are the minutes for the workshop held on May 27, 2026, and the regular meeting held on June 4, 2026.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the minutes for the workshop held on May 27, 2026, and the regular meeting held on June 4, 2026 as presented.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 05.27.2026
2. Draft Minutes 06.04.2026



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



Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Wednesday, May 27, 2026
Workshop at 6:00 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**

WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.

Opened meeting at 6:01 p.m.

2. Roll Call.

Roll call reflected all present.

3. Receive a presentation from David Clark, P.E., C.F.M., with EDGE Engineering, PLLC and discuss findings and recommendations on the final draft of the City of Leander Stormwater Master Plan.

[Council took a brief recess at 6:04 p.m.; reconvened at 6:06 p.m.]

The presentation and discussion included Stormwater Master Plan objectives; elements of the Stormwater Master Plan; data collection; flood study modeling; areas of interest identification and prioritization; Capital Improvement Program (CIP) recommendations; drainage policy and funding recommendations; Top 15 priority areas; and external funding opportunities.

[Council took a brief recess at 7:06 p.m.; reconvened at 7:12 p.m.]

4. Review and discuss the City Council Polices and Procedures, including the City Council Rules of Procedure, City Council Social Media Policy, and the City of Leander Code of Ethics (Article 9.05 of the City of Leander Code of Ordinances).

Review and discussion of the City Council Policies and Procedures included the social media policy; ethics policy; Council Rules of Procedure; and Subcommittee bring back recommendations for the July 16 regular meeting for discussion and possible edits.

5. Adjournment

Adjourned at 7:51 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, June 4, 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

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 with Councilmembers Chang and Sponseller absent.

3. Convene into Executive Session pursuant to:

1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
2. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding agreements regarding Brushy Creek Regional Utility Authority (BCRUA) and facilities expansion projects, and litigation and agreements related to the Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP); and
3. 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 the acquisition of properties for public purposes and an option agreement for acquisition of real property; and
4. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.072, to consult with legal counsel regarding a lease agreement for City operations.

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

1. Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and

2. Agreements regarding Brushy Creek Regional Utility Authority (BCRUA) and facilities expansion projects, and litigation and agreements related to the Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP); and
3. Acquisition of properties for public purposes and an option agreement for acquisition of real property; and
4. Lease agreement for City operations.

Convened into Executive Session at 6:01 p.m.; reconvened into open session at 6:55 p.m.
[Council did not complete their deliberations and will return to Executive Session at the end of the regular meeting.]

Briefing workshop adjourned at 6:55 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting at 7:01 a.m.; invocation provided by Councilmember Blair; and Mayor Thompson led the Pledges of Allegiance.

5. Roll Call.

Roll call reflected all present with Councilmembers Chang and Sponseller absent.

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

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

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

No one spoke.

7. Staff Reports

1. Update on America 250 celebration activities.

Update included: activities planned for June 27, 2026, Nation Celebration being held at Lakewood Park; July 3, 2026, Liberty Fest behind held at Devine Park; and other activities taking place around the City at the Senior Activity Center, Library, Crystal Falls Golf Course; honoring hometown Heroes; community give-a-ways including: flags, wristbands, and commemorative coins, t-shirts available for purchase; lantern trail at Nation Celebration and Liberty Fest events; City-wide decorations; and 250 Community Mosaic Mural.

CONSENT AGENDA: ACTION

Motion: Approve the Consent Agenda Items 8 through 14.

By: Mayor Pro Tem Ross

Seconded: Councilmember Herrera

Vote: 5 - 0

8. Approval of the minutes for the City Council meeting held on May 21, 2026.
9. Acceptance of public infrastructure improvements for Roger Beasley Mazda (PICP-23-0104) to include: streets, water, wastewater and drainage systems.
10. Acceptance of public infrastructure improvements for Hawkes Landing North Phase 3 (PICP-24-0137) to include: streets, drainage, water and wastewater.
11. Approval of an Interlocal Agreement (ILA) with the Cities of Cedar Park, Georgetown, Leander, Round Rock, Taylor, Williamson County ESD 3, and Williamson County, regarding the county-wide hazardous materials response team, establishing a governing board consisting of representatives from each participating agency, establishing agreed upon operating policies, providing for maintaining equipment, cost of insurance, maintenance, repairs, and upgrades; authorize the City Manager to appoint the City's board representative, and execute any and all necessary documents.
12. Approval of the termination of a water easement located within the Northline Subdivision, more particularly described as 0.0066 acres out of Williamson Central Appraisal District Parcel R659614, and generally located to the south of the intersection San Gabriel Parkway and Main Street, Leander, Williamson County, Texas; and authorize the City Manager to execute any and all necessary documents.
13. Approval of a contract in the amount of \$69,000.00 with Sky Elements, LLC, to conduct drone display services during Liberty Fest 2026 on July 3, 2026, with July 5, 2026, as the inclement weather date; and authorize the City Manager to execute any and all necessary documents.
14. Approval of a Special Event Permit for the City's annual Liberty Fest event to be held on Friday, July 3, 2026, at Devine Lake Park, 1807 Waterfall Avenue; event site will open at 6:00 p.m., with shuttle service starting at 5:30 p.m. from Glenn High School and Danielson Middle School, along with a Celebrate America 250 Bike and Pedestrian Parade beginning at 9:00 a.m. and ending at Camacho Elementary School at approximately 11:00 a.m., located at 501 Municipal Drive; and if inclement weather, Liberty Fest will be rescheduled for Sunday, July 5, 2026.

PUBLIC HEARING: ACTION

15. Conduct a Public Hearing regarding Special Use Case Z-26-0210 to consider action on a Special Use Permit to allow for an in-home day care with up to 12 children on one parcel of land 0.2 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R456282; and more commonly known as 1202 Drake Cove, Leander, Williamson County, Texas.

- Discuss and consider action regarding Special Use Case Z-26-0210 as described above.

Opened Public Hearing at 7:27 p.m.; closed Public Hearing at 7:36 p.m. Speaking in favor of the request was Malissa Ivey, 1808 Burr Parkway; and Gay Click, 912 Mallard Lake Trail. Speaking in opposition of the request was Wayne Nowell, 1204 Drake Cove. Position only read into the record of opposition from Angela Nowell, 1204 Drake Cove.

Motion: Remand back to the Planning and Zoning Commission for further review and recommendation.

By: Mayor Thompson
Seconded: Councilmember Blair

Vote: 5 - 0

16.

Conduct a Public Hearing for the purpose of receiving public comment on an Ordinance approving a Letter of Agreement with Pedernales Electric Cooperative, Inc., (PEC) to grant an extension to the franchise approved by Ordinance No. 19-032-00, which grants PEC certain powers, licenses, rights-of-way, privileges and franchise to construct, maintain, operate and use a transmission and distribution system in the City of Leander to provide electric utility service:

- Provide direction to City staff on an Ordinance approving a Letter of Agreement with PEC as described above, and
- Schedule formal action for the regular City Council meeting of July 2, 2026.

Opened Public Hearing at 7:49 p.m.; closed Public Hearing at 7:49 p.m. No one spoke in favor or opposition of request.

Motion: Table any formal action until the July 2, 2026, regular meeting, following a discussion.

By: Mayor Pro Tem Ross

Seconded: Councilmember Naudin

Clarification was provided from City Attorney Saenz, Pedernales Electric Cooperative, Inc. has confirmed in writing support of the Letter of Agreement.. Councilmember Naudin withdrew his second and Mayor Pro Tem Ross withdrew her motion.

Motion: Approve the Letter of Agreement with Pedernales Electric Cooperative, Inc. to an extension to the franchise agreement approved by Ordinance No. 19-032-00.

By: Councilmember Naudin

Seconded: Mayor Pro Tem Ross

Vote: 5 - 0

REGULAR AGENDA

17. Discuss and consider action on a Resolution authorizing the submission of a Staffing for Adequate Fire and Emergency Response (SAFER) Grant through the United States Department of Homeland Security and Federal Emergency Management Agency (FEMA) to fund the hiring of 15 new firefighter positions; providing for the cost-sharing, if awarded, of 25% of the actual cost in the first and second year and 65% in the third year of the grant; and authorize the City Manager to execute any and all necessary documents.

Motion: Approve Resolution authorizing the submission of a Staffing for Adequate Fire and Emergency Response (SAFER) Grant, following a discussion.

By: Mayor Thompson

Seconded: Councilmember Blair

Vote: 5 - 0

18. Discuss and consider action on casting the City's votes on the ballot relating to Pedernales Electric Cooperative, Inc., 2026 Board of Directors Election; and authorize the City Secretary to cast the City's votes as determined by the City Council.

Motion: Authorize the City Secretary to cast the City of Leander's two (2) votes in the following manner: 1 vote for Elexis Grimes and 1 vote for Carlos St. James.

By: Mayor Thompson
Seconded: Councilmember Blair

Vote: 5 - 0

19. Discuss and consider the appointment of a Council Director and a Citizen Director to the Board of Directors of the Brushy Creek Regional Utility Authority (BCRUA) for terms that are set to expire on June 30, 2026.

Motion: Reappoint Mayor Thompson as Council Director and Richard Schnaffer as Citizen Director to the Board of Directors of the Brushy Creek Regional Authority for a two (2) year term expiring June 20, 2028, following a discussion.

By: Councilmember Blair
Seconded: Councilmember Naudin

Vote: 5 - 0

20. Council Member Closing Statements.

Michael Herrera - commented on the upcoming Old Town Street Festival, Juneteenth, 250 Celebration, Liberty Fest; and thanked everyone involved.

Natomi Blair - commented on Old Town Street Festival this weekend and upcoming 250 Celebration events.

Andrew Naudin - commented on the importance of mental health; various library programs offered to help stay mentally healthy; this day in history, on June 4, 1992, the Elvis Presley commemorative stamp was released and became the number one commemorative stamp sold; and this day in music history, June 4, 1956, Heartbreak Hotel hit #1 simultaneously on all three Billboard Charts: Pop, R & B, and Country.

Na'Cole Thompson - stated dinner came from Southern's Pizza tonight; reminded everyone to shop locally; and the Old Town Street Festival will take place rain or shine.

21. Convene back into Executive Session, if needed, pursuant to:

1. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding proposed settlement of Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
2. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding agreements regarding Brushy Creek Regional Utility Authority (BCRUA) and facilities expansion projects, and litigation and agreements related to the Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP); and

3. 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 the acquisition of properties for public purposes and an option agreement for acquisition of real property; and
4. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct, and Section 551.072, to consult with legal counsel regarding a lease agreement for City operations.

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

1. Cause No. 24-0818-C369; DeNucci Constructors, LLC v. City of Leander, et al, in the 368th Judicial District Court, Williamson County, Texas; and
2. Agreements regarding Brushy Creek Regional Utility Authority (BCRUA) and facilities expansion projects, and litigation and agreements related to the Brushy Creek Regional Wastewater Treatment Plant (BCRWWTP); and
3. Acquisition of properties for public purposes and an option agreement for acquisition of real property; and
4. Lease agreement for City operations.

Convened back into Executive Session at 8:18 p.m.; reconvened back into open session at 8:31 p.m.

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

22. Adjournment

Adjourned at 8:32 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Approval of a cooperation agreement by and between the City of Leander and the following non-profit organizations: Christian Resource Center, Glad Tidings Church, Hill Country Community Ministries, Leander Church of Christ, Leon Human Foundation, Life Church Leander, Operations Liberty Hill, River of Hope Church, RockPointe Church, Williamson County Amateur Radio Emergency Service (WC-ARES), Veterans of Foreign Wars Post 10427, One Mission Bible Church, and North Way Bible Church for collaboration on mass care and human services following a disaster (including but not limited to sheltering, feeding, and distribution of emergency supplies) and human services (including but not limited to case management, counseling, and recovery assistance) to residents and individuals affected by a disaster within the City of Leander; the surrounding communities, as well as those seeking refuge from coastal regions in the City of Leander for a term of five (5) years; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander and a coalition of 13 local nonprofit organizations have agreed to enter a Cooperation Agreement to strengthen disaster preparedness, response, and recovery efforts within the city of Leander. This partnership will establish as well as facilitate a locally-led collaborative framework to deliver coordinated mass care and human services, such as sheltering, feeding, supply distribution, counseling, case management, and long-term recovery assistance to individuals affected by disasters within Leander.

The City of Leander will serve as the lead coordinating agency and will provide emergency management coordination, resource provision, funding support, and public communication services in support of mass care and human service needs of the public before, during and after a disaster or emergency event. The participating nonprofits will provide specialized community-based services and volunteers to assist in meeting the human service and mass care needs of the public before, during and after a disaster or emergency event. Each party will bear its own costs relating to staff, training, support resources, etc. unless otherwise agreed. Each party will also be responsible for its own liability and insurance requirements.

This cooperation agreement will become effective upon execution by all parties and will have a 5-year term, unless terminated earlier or renewed by mutual agreement. Any party may terminate with 30-day written notice to all other parties.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of this proposed cooperation agreement by and between the City of Leander and the following non-profit organizations: Christian Resource Center, Glad Tidings Church, Hill Country Community Ministries, Leander Church of Christ, Leon Human Foundation, Life Church Leander, Operations Liberty Hill,

River of Hope Church, Rock Pointe Church, Williamson County Amateur Radio Emergency Service (WC-ARES), Veterans of Foreign Wars Post 10427, One Mission Bible Church, and North Way Bible Church for collaboration on mass care and human services following a disaster (including but not limited to sheltering, feeding, and distribution of emergency supplies) and human services (including but not limited to case management, counseling, and recovery assistance) to residents and individuals affected by a disaster within the City of Leander; the surrounding communities, as well as those seeking refuge from coastal regions in the City of Leander for a term of five (5) years; and authorizing the City Manager to execute any and all necessary documents.

PRESENTER:

Rousner Ermonfils, Asst. Emergency Management Coordinator

Fiscal Impact

Attachments:

1. Leander Community Cooperation Agreement 2026

**SUBJECT: COMMUNITY COOPERATION AGREEMENT FOR COLLABORATION
ON MASS CARE AND HUMAN SERVICES FOLLOWING A DISASTER**

This Community Cooperation Agreement ("Agreement") is entered into on _____, 2026 by and between the City of Leander, ("City") and the following nonprofit organizations ("Participating Nonprofits"): Christian Resource Center, Glad Tidings Church, North Way Bible Church, Hill Country Community Ministries, Leander Church of Christ, Leon Human Foundation, Life Church Leander, Operation Liberty Hill, River of Hope Church, Rock Pointe Church, Williamson County ARES, One Mission Bible Church, Veterans of Foreign Wars Post 10427; collectively referred to as the "Nonprofits" and individually as a "Party" or collectively as the "Parties."

WHEREAS, the City and the Nonprofits recognize the importance of coordinated planning and response to provide mass care services (including but not limited to sheltering, feeding, and distribution of emergency supplies) and human services (including but not limited to case management, counseling, and recovery assistance) to residents and individuals affected by a disaster within the City of Leander; the surrounding communities, as well as those seeking refuge from coastal regions in the City of Leander;

WHEREAS, the Parties desire to collaborate to enhance the efficiency, effectiveness, and timeliness of disaster response and recovery efforts through shared resources, expertise, and responsibilities;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, the Parties agree as follows:

- 1. Purpose:** The purpose of this Agreement is to establish a collaborative framework for providing mass care services and human services to residents affected by disasters, ensuring efficient and timely assistance to the community, including preparedness, response, and recovery activities.
- 2. Definitions:** For purposes of this Agreement:
 - (a) **Disaster:** An event declared by the city, county, state, or federal government as a disaster or emergency, including but not limited to natural disasters (e.g., hurricanes, floods, tornadoes), pandemics, or human-caused incidents (e.g., hazardous material spills, mass casualty events).
 - (b) **Mass Care Services:** Services including sheltering, warming and cooling centers, feeding, bulk distribution of emergency supplies, and reunification services provided to disaster-affected individuals.

Community Cooperation Agreement Mass Care and Human Services following Disaster 06.18.2026



- (c) **Human Services:** Services including case management, mental health support, financial assistance, and recovery planning to support individuals' long-term recovery post-disaster.

3. Roles and Responsibilities

The Parties agree to collaborate as follows:

(a) **City of Leander:**

- Emergency Management Coordination: Serve as the lead entity for disaster response coordination, including activation of the City's Emergency Operations Center (EOC) and communication with county, state, and federal agencies. Also communicates emergency declarations and needs to Participating Nonprofits
- Resource Provision: Provide access to City facilities (e.g., community centers, parks) as available, and coordinate logistics such as utilities and security.
- Funding Support: Identify and pursue federal, state, or local funding (e.g., FEMA Public Assistance) to support mass care and human services, as applicable.
- Public Communication: Issue official disaster-related communications, including shelter locations, resource availability, and safety information.

(b) **Participating Nonprofits:**

- [Christian Resource Center]: Provide case management, coordination with their partner ministries such as individual and family counseling, life coaching and long-term counseling, job placement services, food and clothing services, and healthcare services.
- [Glad Tidings Church]: Provide sheltering and rehab facility for City first responders and City administration staff.
- [Hill Country Community Ministries]: Provide donation management and food and grocery items.
 - 1. General Responsibilities:
 - i. Deploy trained staff and volunteers to support mass care and human services.
 - ii. Maintain records of services provided, including the number of individuals served, for reporting and reimbursement purposes.
 - iii. Participate in joint training and exercises to ensure readiness.
 - iv. Deliver specialized services based on expertise (e.g., shelter management, crisis counseling, etc.).
 - v. Mobilize volunteers and resources to support disaster response and recovery.
 - vi. Report to the City on operations and outcomes.
- [Leander Church of Christ]: Provide volunteers for donation management, food and grocery items, used clothing items and case management, and focusing on



vulnerable populations.

- [Leon Human Foundation]: Provide support with disaster and mass care services.
- [Life Church Leander]: Primary shelter location, provide staff and volunteers for shelter operations including feeding, logistics and staging.
- [Operation Liberty Hill]: Provide clothing services, food pantry, homeless care and case management.
- [River of Hope Church]: Provide volunteers for donation management, food and grocery items, used clothing items and case management, and focusing on vulnerable populations.
- [One Mission Bible Church]: Provide volunteers for donation management, emergency shelter operations, and volunteer coordination.
- [North Way Bible Church]: Provide volunteers for donation management and collection, emergency shelter support, logistics and staging command, volunteer coordination, leveraging existing volunteers and resources.
- [Rock Pointe Church]: Provide volunteers for donation management, food and grocery items, used clothing items and case management, and focusing on vulnerable populations.
- [Veterans of Foreign Wars (Post 10427)]: Provide donation fund management and collection, emergency shelter support, logistics and staging command, volunteer coordination, and leveraging existing volunteers and resources.
- [Williamson County ARES]: Provide communication network for volunteers.

(c) Joint Obligations:

- Collaborate on disaster preparedness training and drills.
- Share information and resources for efficient response.
- Conduct joint evaluations post-disaster to improve future coordination.

4. Term and Termination

(a) **Term:** This Agreement shall commence on the date signed by the City Manager and continue for a term of five (5) years, unless terminated earlier as provided herein.

(b) **Renewal:** The Agreement may be renewed for additional terms upon mutual written consent of the Parties.

(c) Termination:

- Any Party may terminate its participation with 30 days' written notice to all other Parties.
- The Agreement may be terminated by mutual written consent of all Parties.
- Termination shall not affect obligations incurred prior to the effective date of termination, including reimbursement or reporting requirements.



5. Funding and Reimbursement

- (a) Each Party shall bear its own costs unless otherwise agreed in writing or specified elsewhere.
- (b) The Parties shall collaborate to seek reimbursement for eligible expenses through federal or state disaster relief programs (e.g., FEMA, Texas Division of Emergency Management), with the City acting as the lead applicant unless otherwise agreed.
- (c) Any funds received shall be equitably distributed among the Parties based on documented expenses and eligibility for receipt of the funds under the particular relief program.
- (d) If a disaster fund is needed, the Parties will create a joint fund to collect donations for local non-profits to aid those impacted. VFW Post 10427 will manage the receipt and distribution of funds, working with other non-profits to fairly allocate resources, and in some cases, provide direct assistance to affected individuals. Non-profits must maintain detailed transaction records and submit them to the City of Leander, Office of Emergency Management, within 30 days following deactivation of disaster response activities. **Note:** If the City receives the funds, these funds then become subject to all the regulations/restrictions on use of public funds.

6. Liability and Insurance

- (a) Each Party shall be responsible for its own acts and omissions and those of its employees, volunteers, or agents.
- (b) Each Participating Nonprofit shall maintain adequate insurance coverage (or in the case of the City, adequate risk pool coverage), including general liability and workers' compensation, as applicable, and provide proof of such coverage upon request.
- (c) The City and Nonprofits shall not be liable for the actions of another Party unless expressly agreed in writing.

7. Mutual Aid

- (a) The Parties agree to provide mutual aid as feasible, including sharing personnel, equipment, and facilities.
- (b) Mutual aid shall comply with applicable state and federal laws, including the Texas Statewide Mutual Aid System.

8. Coordination with Other Entities

- (a) The Parties shall coordinate with other governmental and nongovernmental entities (e.g., Williamson County, American Red Cross, faith-based organizations) to avoid duplication of efforts and maximize resources.
- (b) The City shall serve as the primary liaison with external agencies unless otherwise delegated.



- (c) In the event of an emergency in a neighboring city, the parties agree to coordinate any support efforts and to provide assistance to the highest degree possible including mobilization and deployment of personnel and resources to the affected area.

9. Records and Reporting

- (a) Each Party shall maintain accurate records of services provided, expenses incurred, and individuals served, consistent with applicable laws and funding requirements.
- (b) The Parties shall submit joint reports to the City within 30 days following deactivation of disaster response activities, summarizing services provided and outcomes achieved.

10. Confidentiality

- (a) The Parties shall comply with all applicable federal and state laws regarding the confidentiality of personal information (e.g., HIPAA, Texas Privacy Laws) obtained during disaster response activities.
- (b) Information sharing among Parties shall be limited to that necessary to fulfill the purposes of this Agreement.

11. Amendments

This Agreement may be amended in writing signed by all Parties.

12. Miscellaneous:

- (a) This Agreement does not create a financial obligation for any party beyond what is agreed upon through separate funding arrangements.
- (b) Each party will comply with applicable federal, state, and local laws regarding disaster response.

13. Dispute Resolution

Any disputes arising under this Agreement shall be resolved through good-faith negotiations among the Parties. If unresolved, the Parties must pursue mediation before seeking legal remedies.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

15. Entire Agreement

This Agreement constitutes the entire understanding among the Parties and supersedes all prior agreements, whether written or oral, regarding the subject matter herein.



16. Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. Notices

All notices required under this Agreement shall be in writing and delivered to the following contacts:

- **City of Leander:** [Aubury Holmes, Emergency Management Coordinator, 101 E. Sonny Dr., Leander, TX 78641, EOC@leandertx.gov, 512-528-2897]
- **Christian Resource Center:** [1150 S. Bell Blvd. Bldg. 3, Cedar Park, TX 78613, info@crctwinlakes.org, 512-591-8620]
- **Glad Tidings Church:** [Adam Haugen, Pastor, 1006 N. US 183, Leander, TX 78641, adam@gladtidings.org, 320-309-5122]
- **Hill Country Community Ministries:** [Tiesa Hollaway, Executive Director, 1005 Lacy Dr., Leander, TX 78641, tiesa.hollaway@hccm.org, 512-259-0360]
- **Leander Church of Christ:** [Marcus Stenson, 300 Crystal Falls Pkwy., Leander, TX 78641, marcus.stenson@leanderchurch.org, 512-259-4673]
- **Leon Human Foundation:** [Pulla Reddy, Executive Director, 4424 Cherry Bark Dr., Leander, TX 78641, leonhumanfoundation@gmail.com, 901-304-6713]
- **Life Church Leander:** [Tim Schlung, Pastor, 1393 E. Woodview Dr. Leander, TX 78641, tim.schlung@yourlifechurch.org, 312-388-4313]
- **Operation Liberty Hill:** [Susan Baker, Executive Director, 1401 N. US 183 HWY, Leander TX 78641, operationlh@att.net, 512-778-4176]
- **River of Hope Church:** [Mark Shelnett, Bishop, 202 Sonny Dr., Leander, TX 78641, 512-259-4719]
- **Rock Pointe Church:** [Shayne O'Brien, Senior Pastor, 1070 CR 177, Leander, TX 78641, shayne@rockpointechurch.com, 512-259-8872]
- **Williamson County ARES:** [Michael Moody, Emergency Coordinator, 911 Tracy Chambers Ln., Georgetown TX 78626, Michael.moody@wilcotx.gov, 512-484-5418]
- **Veterans of Foreign Wars Post 10427:** [Gene Davenport, Chief Financial Officer, 8760 FM 2243, Leander, TX 78641, vfw104272m@gmail.com, 512-260-8313]
- **One Mission Bible Church:** [Zach Fetter, Pastor, 1303 Leander Dr., Leander, TX 78641, zachfetter@onemissionbible.com, 512-970-9454]
- **North Way Bible Church:** [Becky Langsner, Director of Operations, 589 W. San Gabriel Pkwy., Leander, TX 78641, blangsner@northwaybiblechurch.com, 512-259-1900]

[SIGNATURE PAGE TO FOLLOW]

Community Cooperation Agreement Mass Care and Human Services following Disaster 06.18.2026



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF LEANDER

Name: _____

Title: _____

Signature: _____

LEANDER CHURCH OF CHRIST

Name: _____

Title: _____

Signature: _____

CHRISTIAN RESOURCE CENTER

Name: _____

Title: _____

Signature: _____

LEON HUMAN FOUNDATION

Name: _____

Title: _____

Signature: _____

GLAD TIDINGS CHURCH

Name: _____

Title: _____

Signature: _____

LIFE CHURCH LEANDER

Name: _____

Title: _____

Signature: _____

**HILL COUNTRY COMMUNITY
MINISTRIES**

Name: _____

Title: _____

Signature: _____

OPERATION LIBERTY HILL

Name: _____

Title: _____

Signature: _____



**ROCK POINTE CHURCH**

Name: _____

Title: _____

Signature: _____

RIVER OF HOPE CHURCH

Name: _____

Title: _____

Signature: _____

VETERANS OF FOREIGN WARS POST**10427**

Name: _____

Title: _____

Signature: _____

ONE MISSION BIBLE CHURCH

Name: _____

Title: _____

Signature: _____

WILLIAMSON COUNTY ARES

Name: _____

Title: _____

Signature: _____

NORTH WAY BIBLE CHURCH

Name: _____

Title: _____

Signature: _____





EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Award of Solicitation S25-005 for primary depository services to Frost Bank for an initial two (2) year term, with up to three (3) one (1) year renewals; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Primary Depository Services contract establishes the City's official banking relationship designating a financial institution to receive, hold, and manage City funds; process all payments and receipts; safeguard investments; and provide day-to-day treasury management services. This is one of the most foundational financial relationships the City maintains, touching virtually every dollar that flows in and out of City government. State law (Chapter 105, Texas Local Government Code) requires Texas municipalities to competitively solicit depository services and award contracts through a formal application process. The City is required to do this every five (5) years and this solicitation covers the contract period beginning April 1, 2026.

On August 26, 2025 the City of Leander issued a Request for Applications RFA S25-005, soliciting primary depository services for the City. The solicitation was done in accordance with Chapter 105 of the Texas Local Government Code and in coordination with the City's Depository Services Consultant Valley View Consulting, LLC.

Applications were due on October 2, 2025. Submissions were received from Bank of America, PNC, Wells Fargo, Frost Bank, and Frontier Bank of Texas. After the evaluation of all applications, Frost Bank, the City's current provider, and Wells Fargo were selected for interviews. After a detailed review and re-analysis of the applications and the interview process, it was determined that the incumbent bank, Frost Bank, provided the most advantageous application to serve as the City's Primary Depository Services provider.

No funds are being requested with this agreement as accrued interest shall exceed all proposed fees.

Frost Bank has provided an excellent depository services relationship with the City over the past ten (10) years during the previous two (2) contract periods, and based on its application, is expected to continue to be a good business partner with the City.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends award of Solicitation S25-005 for primary depository services to Frost Bank for an initial two (2) year term, with up to three (3) one(1) year renewals.

PRESENTER:

Victoria Castillo, Purchasing Manager

Fiscal Impact

Attachments:

1. Depository Services Contract - Frost Bank

DEPOSITORY SERVICES CONTRACT (IMedits2/23/26)

THIS DEPOSITORY SERVICES CONTRACT, hereinafter called the “Contract”, is made and entered into on the date last herein written by and between the City of Leander, Texas, hereinafter called the “City”, and Frost Bank, a banking association, organized under the law of the United States and authorized by law to do banking business in the State of Texas, hereinafter called the "Bank", and provides as follows:

1. **Designation of Depository**. The City, through action of the City Council, on January 15, 2026, hereby designates the Bank as a primary depository bank for the period beginning April 1, 2026, and continuing through March 31, 2028, with the option for three (3) one-year extensions under the same terms and conditions.

2. **General**. All services rendered to the City by the Bank under this Contract shall be performed in accordance with commercially reasonable standards for public fund organizations and under the overall direction and instructions of the City pursuant to the Bank’s standard operations, policies, and procedures. This Contract may be amended in a writing executed by both the City and the Bank.

3. **Scope of Services**. The Bank agrees to provide those services as described in the City’s Request for Application for Depository Bank Services released on August 26, 2025, hereinafter referred to as the “RFA”. The RFA and the Bank’s response to the RFA, hereinafter referred to as the “Application,” are incorporated herein by reference. The Bank acknowledges that all services performed by the Bank are subject to the approval of the City. The Bank agrees to provide additional services as requested from time to time by the City and mutually agreed upon by the Bank.

4. **City Representatives**. During the term of this Contract, the City will, through appropriate action of its City Council, designate the officer, or officers, who singly or jointly will be authorized to represent and act on behalf of City in any and all matters of every kind arising under this Contract and to (a) appoint and designate, from time to time, a person or persons who may request withdrawals, orders for payment or transfer on behalf of the City in accordance with the electronic funds or funds transfer agreement and addenda, and (b) make withdrawals or transfers by written instrument.

5. **Compensation**. The City and the Bank agree that any compensation for the performance of all duties and services and interest rate or earnings credit paid on all deposits is set forth in the Application accepted by the City and attached to this **Contract** as Exhibit “A.” Except as may otherwise be provided in the Banking Agreements, said compensation shall constitute full payment for all services, liaison, products, materials, and equipment required to provide the professional banking services, including services, materials, training, equipment, travel, overhead, and expenses. Fees shall be fixed for the term of the Banking Agreements, including all extensions.

6. **Collateral Custodian**. The City and the Bank, by execution of this Contract, hereby designate Federal Reserve Bank, Federal Home Loan Bank or The Bank of New York Mellon Trust Company, N.A. as the "Collateral Custodian" to hold collateral in an account maintained by Collateral Custodian in the name of the Bank and subject to the control of the City, according to the terms and conditions of this Contract the Security Agreement, and any agreement required by the Collateral Custodian to document such relationship. Any and all fees associated with services provided by Bank and services provided by the Collateral Custodian shall be paid by the Bank, and the City will have no liability therefore.

7. **Entire Agreement**. The entire agreement between Bank and City shall consist of the following documents as they presently exist and each listed in governing order of precedence in the event of conflict among them:

- (a) this Depository Services Contract;
- (b) the City’s Request for Application (“RFA”) (except to the extent Bank took specific exceptions in the Bank’s Application);
- (c) the Bank’s Application;

- (d) the Security Agreement whereby Bank pledges and assigns a security interest in certain Bank collateral for the benefit of City account with Bank;
- (e) the Third Party Custodian Agreement with the Collateral Custodian,; and
- (f) the Safekeeping Agreement (including addenda).

Each of the documents listed herein is incorporated by reference. The documents and other such bank service agreements, policies and documents as may be required and approved by the parties, together, may be referred to as r, the "Banking Agreements". This Contract supersedes any and all prior representations, statements, and agreements, whether written or oral. The terms and provisions of this Contract may not be amended, altered, or waived except by mutual agreement evidenced by a written instrument signed by duly authorized representatives of both parties.

8. **Collateralization.** The City recognizes that the Federal Deposit Insurance Corporation (or its successor) (the "FDIC") provides insurance for the City's funds deposited at any one Texas financial institution, including accrued interest on such funds, only up to maximum regulatory limits as set by the FDIC. All uninsured funds on deposit with the Bank to the credit of the City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code as amended), the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code), the City's Investment Policy, and the Bank's Application and the City agrees and certifies that the collateral listed in **Exhibit A to the Security Agreement** shall be eligible to be used as collateral to secure the City's funds on deposit with the Bank. The market value of the collateral securing the City's funds must at all times equal or exceed 102% of the daily ledger balance (amount of funds plus the amount of any accrued interest on the funds) of all the City's Demand Deposits, IOC's, Savings Accounts, MMA's and CDs, less the FDIC standard maximum deposit insurance amount ("SMDIA") (the "Collateral Requirement"). The market value with respect to any collateral as of any date and priced on such date will be obtained by the Bank from a generally recognized pricing source.

When the need for collateral with the Bank is expected to increase on any given day or over a series of days, the City agrees to notify the Bank of such expected increase at least one business day prior to the expected date the additional deposits are expected to be received.

If the Bank decides to sell or otherwise dispose of any one or more of said securities so deposited with the Collateral Custodian, the Bank may substitute for any one or more of such securities other securities of the same market value and of the character authorized herein. Such right of substitution shall remain in full force and may be exercised by the Bank as often as it may desire; provided, however, that the aggregate market value of all collateral pledged hereunder, shall be at least equal to the amount of collateral required hereunder. If at any time, the aggregate market value of such collateral so deposited with the Collateral Custodian be less than the total sum of the City's funds on deposit with the Bank, the Bank shall immediately deposit with the Collateral Custodian such additional collateral as may be necessary to cause the market value of such collateral to equal the total amount of required collateral. The Bank shall be entitled to income on securities held by the Collateral Custodian, and the Collateral Custodian may dispose of such income as directed by the Bank without approval of the City.

The Bank shall cause Collateral Custodian to accept said collateral and hold the same in trust for the purposes stated in this Contract, in a separate joint safekeeping account with the Collateral Custodian, the City, and the Bank, to be managed pursuant to the Security Agreement, and the operating agreements, guidelines, and procedures as stated in this Contract and pursuant to the terms of the Collateral Agreement with the Collateral Custodian.

9. **Pledge Receipts.** The Bank shall cause Collateral Custodian to promptly forward to the City trust receipts via regular mail or will provide such trust receipts and reporting on the Nexen Internet service made available to the City covering all such collateral held for the City by the Collateral Custodian, including substitute collateral substituted in accordance with this Agreement. The Bank shall also maintain records relating to all such collateral held for the benefit of the City. Upon written request of the City, and if in accordance with the Collateral Custodian's Agreement, the Bank shall

request that the Collateral Custodian furnish as of any date requested a completely itemized list of collateral held as security for the City.

10. **Liability of the Parties.** The Bank's and City's duties and responsibilities to each other are limited as set forth in this Contract, except with respect to any provisions of the law which cannot be varied or waived by agreement. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BANK NOR THE CITY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS), OR FOR ANY INDIRECT LOSS THAT THE OTHER PARTY MAY INCUR OR SUFFER IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER (EVEN IF THE SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES.**

11. **Default.** Should the Bank fail at any time to pay and satisfy, when due, any check, draft, or voucher lawfully drawn against any deposits and the interest on such deposits or in any manner breach the Banking Agreements with the City, the City shall give written notice of such failure or breach to the Bank, and the Bank shall have thirty (30) days to cure such failure or breach. In the event the Bank shall fail to cure any such failure or breach within 30 days or should the Bank be declared insolvent by a Federal banking regulatory agency, it shall be the duty of the Collateral Custodian, upon demand of the City, to surrender the above-described collateral to the City, or it shall be the duty of the surety bond or letter of credit provider to perform under the terms of their respective contract.

The City may sell any part of such collateral, or receive all or any part of a surety bond or letter of credit settlement, and out of the proceeds thereof, pay the City all damages and losses sustained by it, together with all reasonable and documented expenses of any and every kind incurred by it on account of such failure or insolvency, or sale, and account to the Bank for the remainder, if any, of said proceeds or collateral remaining unsold.

12. **Termination.** Either the City or the Bank shall have the right to terminate this Contract prior to the expiration date by providing the other party with 90 days prior written notice of its election to terminate. The Contract shall terminate 90 days after delivery of such written notice, provided that all provisions of this Contract have been fulfilled.

13. **Post-Termination/Expiration Obligations.** When the relationship of the City and the Bank shall have ceased to exist, and when the Bank shall have properly paid out all deposits of the City, it shall be the duty of the City to give the Collateral Custodian a certificate to that effect. Upon the Collateral Custodian's receipt of such certificate, the Collateral Custodian shall redeliver to the Bank all collateral then in its possession belonging to the Bank for the benefit of the City, and taking its receipt for such delivery. An order in writing presented to the Collateral Custodian by the City and a receipt for such collateral by the Bank shall constitute a full and final release of the Collateral Custodian of all its duties and obligations under the Banking Agreements, and the Collateral Custodian shall not have any liability of any kind whatsoever to both the City and the Bank, except for any liability as set forth in Section 8 above where such liability arose while the collateral was in Collateral Custodian's control.

14. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Whenever a reference is made herein to either party, such reference shall include the party's successors and assigns.

15. **Consideration.** The Banking Agreements, are executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

16. **Counterparts.** This Contract and other Banking Agreements may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic or other signature shall also be deemed to constitute an original if properly executed.

17. **Authority to Execute.** The individuals executing this Contract and other agreements on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Contract and other agreements to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Contract and other agreements in order for the same to be an authorized and binding on the party for whom the individual is signing and that each individual affixing his or her signature hereto is authorized to do so.

18. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Texas. Williamson and Travis Counties shall be the venue for any lawsuit arising out of this Contract.

19. Verifications of Statutory Representations and Covenants. To the extent this Contract is with a company with 10 or more full-time employees and the Contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the City, Frost Bank 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 Owner 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 Contract shall survive until barred by the applicable statute of limitation and shall not be liquidated or otherwise limited by any provision of this Contract, notwithstanding anything in this Contract to the contrary.

- (a) *Not a Sanctioned Company.* Frost Bank verifies 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 a company, as defined in Section 806.002) 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.
- (b) *No Boycott of Israel.* Frost Bank 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 Contract. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.
- (c) *No Discrimination Against Firearm Entities.* Frost Bank 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 Contract. 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.
- (d) *No Boycott of Energy Companies.* Frost Bank 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 Contract. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

20. **Notices.** Except as may otherwise be specified in the applicable service-level agreements and/or set-up forms, any demand, notice, request, instruction, designation, or other communication(s) required in writing under this Contract shall be personally delivered or sent certified mail, return receipt requested, to the other party as follows:

City of Leander
Attn: Otis Williams, CFO
105 North Brushy Street
Leander, TX 78641
owilliams@leandertx.gov

With a copy to:

The Knight Law Firm, LLP
Attn: Paige Saenz
223 E. Anderson Lane, Suite A-105
Austin, TX 78752

Frost Bank
Attn: Treasury Management Public Funds
P. O. Box 1600
Attn: Public Funds Team – One Frost
San Antonio, Texas 78296
PFTreasuryManagement@frostbank.com

Changes to notice information may be made by either party with written notification to the other party.

23. **Severability.** If any provision of this Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties, shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the illegal, invalid, or unenforceable provision as possible. The remaining portion of the Contract not declared illegal, invalid, or unenforceable shall remain valid and in full force and effect for the term remaining.

24. **Binding Commitment.** The Bank hereby acknowledges itself duly and firmly bound for the faithful performance of all the duties and obligations required by applicable law, including the Texas Government Code and the Texas Local Government Code.

25. **Continuation.** Unless this contract is terminated sooner, the Bank’s designation as the primary City Depository will remain continuously in effect through March 31, 2031, subject to execution of the extension options.

Executed by the undersigned duly authorized officers of the parties hereto:

CITY OF LEANDER, TEXAS

FROST BANK

By: _____
Name: Todd Parton
Title: City Manager
Date: _____

By: _____
Name: Ryan Bennett
Title: Senior Vice President
Date: _____

ATTEST:

By: _____

Name: Dara Crabtree

Title: City Secretary

ATTEST

By: _____

Name: Roxanne Delapaz

Title: Relationship Administrative Specialist



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Approval of an Ordinance approving a Letter of Agreement with Pedernales Electric Cooperative, Inc., (PEC) to grant an extension to the franchise approved by Ordinance No. 19-032-00, which grants PEC certain powers, licenses, rights-of-way, privileges and franchise to construct, maintain, operate and use a transmission and distribution system in the City of Leander.

BACKGROUND:

Pedernales Electric Cooperative, Inc., (PEC) provides electric services in the City of Leander via a franchise agreement that expires in June 2026. The franchise agreement grants PEC the right to use and/or cross public right-of-way within the City limits to construct, maintain, operate, and use electric transmission and distribution systems. City parkland is not defined as public right-of-way and additional City approval is required for them to use parkland.

PEC currently pays a four percent (4%) franchise fee to the City for use of public rights of way and City property for the electric transmission and distribution system.

City staff have been reviewing a draft agreement presented to the City by PEC. This is a complex and multi-year agreement that requires additional time for City staff to review, discuss, and negotiate with PEC. Attached is an ordinance and letter agreement that, if approved, would extend the franchise agreement under its current terms for up to twelve months pending the approval of a new franchise agreement by the City Council and PEC.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of an ordinance approving a letter of agreement with Pedernales Electric Cooperative, Inc., (PEC) to grant an extension to the franchise approved by Ordinance No. 19-032-00, which grants PEC certain powers, licenses, rights-of-way, privileges and franchise to construct, maintain, operate and use a transmission and distribution system in the City of Leander to provide electric utility service.

PRESENTER:

Todd Parton, City Manager

Fiscal Impact

Attachments:

1. PEC Franchise Ordinance Extension and Exhibit

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE APPROVING A LETTER AGREEMENT WITH THE THE PEDERNALES ELECTRIC COOPERATIVE, INC., EXTENDING THE TERM OF THE FRANCHISE GRANTED BY ORDINANCE NO. 19-032-00 BY THE EARLIER TO OCCUR OF TWELVE MONTHS OR THE DATE A NEW FRANCHISE AGREEMENT IS ADOPTED

WHEREAS, the City of Leander, Texas, and Pedernales Electric Cooperative, Inc. are parties to that certain franchise agreement adopted by Ordinance 19-032-00 on June 6, 2019 (the “Franchise Agreement”);

WHEREAS, the Franchise Agreement expires on June 5, 2026;

WHEREAS, the City and PEC desire to extend the term of the current Franchise Agreement by of the earlier to occur of twelve months from the date of the Letter Agreement attached hereto as **Exhibit “A”** and incorporated herein for all purpose or the date a new Franchise Agreement is adopted by the City and approved by PEC; and

WHEREAS, this Ordinance was adopted on the second reading after a public hearing, notice of which was published in the newspaper at least ten days before the date of the public hearing in accordance with the City Charter;

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

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

Section 2. Letter Agreement Approved. The City Council hereby approves and authorizes the Mayor to sign a Letter Agreement in a form substantially similar to that attached hereto as **Exhibit “A”**.

Section 3. Effective Date. This ordinance shall take effect immediately from and after its passage in accordance with the provisions of the Tex. Loc. Gov't. Code and the City Charter.

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.

PASSED AND APPROVED on first reading on this 4th day of June, 2026.

PASSED AND FINALLY APPROVED on second reading on this the 18th day of June, 2026

ATTEST:

THE CITY OF LEANDER

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor

Exhibit "A"



June 1, 2026

Mayor Na’Cole Thompson
City of Leander
P.O. Box 319
Leander, Texas 78646

Dear Honorable Mayor Thompson:

The existing franchise agreement between the City of Leander (“City”) and Pedernales Electric Cooperative, Inc. (“PEC”) adopted by Ordinance 19-032-00 on June 6, 2019 will expire on June 25, 2026.

This letter agreement between the City and PEC reflects the parties’ mutual agreement to continue to be governed by and adhere to the terms of the existing franchise as renewed and extended between the City and PEC.

While the terms of a new franchise are reviewed by both parties, PEC and the City wish to extend the terms of the franchise agreement between PEC and the City, until the earlier to occur of twelve months from the date of this letter or the date a new Franchise Agreement is adopted by the City and approved by PEC.

Please indicate acceptance by your signature below on the two originals included. Retain one of the originals for your records and return the other executed original to me.

Sincerely,

Dawn Southwell
Director, Retail Services

Accepted:
Pedernales Electric Cooperative, Inc.

Accepted:
City of Leander, Texas

By: _____
Julie C. Parsley
Chief Executive Officer

By: _____
Na’Cole Thompson
Mayor

Pedernales Electric Cooperative
201 S. Avenue F
P.O. Box 1
Johnson City, Texas 78636

Toll-free: 888-554-4732
Payment line: 844-886-9798
Power interruptions: 888-883-3379

myPEC.com



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0195 to amend the Leander Springs PUD (Planned Unit Development) with base zoning districts of MF-2-A (Multi-Family) and GC-3-A (General Commercial) to update the language as it relates to phasing and timing of the development, reduce the total number of apartments, and modify the phasing requirements on two (2) parcels of land approximately 77.90 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R403524 and R051592; and generally located southwest of the intersection of 183A Toll Road and RM 2243, Leander, Williamson County, Texas. *[Postponed due to notification error]*

BACKGROUND:

This item has been postponed due to a notification error. One of the neighborhoods within 500 feet of the development did not receive a notice from the applicant as part of the public outreach process. The applicant has restarted the public outreach process and the case will follow the schedule listed below:

06/25/2026 Planning & Zoning Commission, Public Hearing
07/02/2026 City Council, Public Hearing & 1st Reading of the Ordinance
07/16/2026 City Council, 2nd Reading of the Ordinance

HISTORY/TIMELINE:

APPLICANT/AGENT:

iLand Development Group (Pete Conklin) on behalf of Stallion Texas Real Estate Fund, LLC., Stallion Texas Real Estate Fund II – REIT, LLC. Austerra Stable Income Fund, LP., and Austerra Stable Growth Fund, LP. (Vincent Balagia)

RECOMMENDATION:

PRESENTER:

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

Attachments:



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-26-0212 to amend the current zoning of GC-2-C (General Commercial) and SFT-2-B (Single-Family Townhouse) to adopt the Life Time Fitness Minor PUD (Planned Unit Development) with the base zoning of LC-3-C (Local Commercial) on two (2) parcels of land 14.037 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R031386 and R031387; and generally located south of Hero Way West, approximately 1,600 feet east of the intersection with N. Bagdad Road, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-26-0212 as described above.

BACKGROUND:

This request is the second step in the zoning process. The applicant has submitted a request to change the designated zoning district of their property in order to allow for fitness center with unlimited hours of operation and outdoor entertainment uses. The proposal does comply with the Comprehensive Plan and is appropriate for properties located in a Multi-Use Corridor – Priority Corridor identified by the Comprehensive Plan.

Ordinance 21-052-00 was approved to rezone two (2) parcels of land from SFU-2-B (Single-Family Urban) to GC-2-C (General Commercial) and SFT-2-B (Single-Family Townhome) as part of the Greenlight Village development. The associated preliminary plat was approved May 9, 2024 and the previous developer has chosen not to pursue this project.

The LC (Local Commercial) use component currently includes reduced hours of operation, and the applicant is requesting to remove this limitation. Under the existing LC use component, hours of operation open to the general public are 5:00 a.m. to 10:00 p.m. Sunday through Thursday, and 5:00 a.m. to 11:00 p.m. on Friday and Saturday.

Additionally, the Type 2 Site Component does not permit outdoor uses or amplified sound. The applicant is requesting relief from this requirement to allow an outdoor pool deck with amplified sound, as well as a playground. As part of the proposal, all amplified sound would be oriented away from nearby residential properties.

GENERAL INFORMATION:

- Current Zoning: GC-2-C (General Commercial), SFT-2-B (Single-Family Townhome)
- Proposed Zoning: Life Time Leander Minor PUD (Planned Unit Development) with a base zoning district of LC-2-C (Local Commercial)

- **Size and Location:** The property is located at 11675 Hero Way West, including approximately 14.037 acres.
- **Surrounding Area:** This property is located north of the Masonwood South Street Villas Subdivision and east of Massey Services, Inc, Cappelliera’s Barber Salon and Leander Veterinary Clinic. The property is located west of Freehill Hero Way.

Previous Zoning Cases:

The following zone cases were previously submitted for this property:

- 21-Z-010 requested a zone change from SFU-2-B to GC-2-C and SFT-2-B and was approved on June 17, 2021.

PROPOSED ZONING DISTRICT:

USE COMPONENT

LC – Local Commercial:

Features: Any use in LO (Local Office) plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SITE COMPONENT

TYPE 2:

Features: drive-thru service lanes; uses not to exceed 40,000 square feet.

Intent:

1. The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
2. This component is intended to be utilized with the majority of LO (Local Office) and LC (Local Commercial) use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
3. This component is intended to be utilized with LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) use components when adjacent to residential districts and additional compatibility standards are warranted.
4. This component is generally not intended to be utilized with HC (Heavy Commercial), and HI (Heavy Industrial) use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the land owner.
5. Compliance with Type 1 standards shall also be deemed as compliance with this component.

ARCHITECTURAL COMPONENT

TYPE C (non-residential only):

Features: Three (3) or more architectural features.

Intent:

1. The Type C architectural component is intended to be utilized only in the LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) use components for intermediate quality development.
2. Combined with appropriate use and site components, this component can help to provide for harmonious land use transitions from districts that are less restricted to districts that are more restricted.
3. This component is not intended for the majority of the LO (Local Office) and LC (Local Commercial) use components except those that may be adjacent to less restricted districts.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.
Applicable Future Land Use categories

MULTI-USE CORRIDOR

The Multi-Use Corridor future development category is intended for mixed-use areas to be developed at a higher density/intensity and with uses not primarily supported in Neighborhood Residential. These areas are intended to provide for a mix of both commercial and residential uses that are not integrated into neighborhoods but maintain a seamless, compatible transition between residential and commercial uses.

Multi-Use Corridors are not intended for strip commercial nor are they expected to be predominantly commercial. These corridors have been identified as opportunity areas for businesses and daily services, high-intensity residential such as townhouses, civic and employment uses, but also traditional single-family neighborhoods where streets access these corridors.

These areas are intended to be developed with an auto-oriented character, which means vehicles and parking areas are a primary visual characteristic from the street. Access management is recommended to maintain safe traffic movement along these streets. Appropriate buffer yards are required to ensure compatibility with adjacent Neighborhood Residential.

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200', the agent is required to reach out to all property owners of property zoned as single-family or any properties used as single-family uses within 500' as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner's Association located within 500' are also required to be contacted.

The applicant sent letters to all residents within the five hundred (500') foot boundary. No responses have been received. Please see the full report from the applicant attached as Exhibit #8.

HISTORY/TIMELINE:

- 07/29/1999 – Annexation
- 02/17/2022 – Concept Plan Approval
- 05/04/2023 – Zoning Approval
- 05/09/2024 – Preliminary Plat Approval
- 05/14/2026 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Life Time (Natalie Nye) on behalf of Leander Hero Holdings (Muralidhar Bandlapalli).

RECOMMENDATION:

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

1. Approve the proposed zoning case;
2. Deny the proposed zoning case;
3. Approve the Planning & Zoning recommendation to modify the hours of operation to 8:00 am - 10:00 pm for the uses with outdoor amplified sound and 4:00 am - 12:00 am for the main business; or
4. Approve an alternative request that may include modifications to the development standards in regards to the hours, amplified sound, or allowed/prohibited uses.

Staff recommends Option 1 listed above – Approve the proposed zoning case. Staff made this recommendation based on the position of the outdoor pool deck; Brushy Creek serves as a buffer between the proposed use and the residential properties to the south. Please reference Exhibit 10. In addition, the Noise Ordinance does not allow outdoor amplified sound between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday, and between the hours of 11:30 p.m. and 7:00 a.m., Friday and Saturday.

During the meeting of May 14, 2026, the Planning & Zoning Commission recommended approval with the modification that hours of operation are 8:00 am - 10:00 pm for the uses with outdoor amplified sound and 4:00 am - 12:00 am for the main business.

PRESENTER:

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

Attachments:

1. Z-26-0212 Att 1 Letter of Intent - Life Time Leander
2. Z-26-0212 Att 2 Current Zoning - Life Time Leander
3. Z-26-0212 Att 3 FLU Map - Life Time Leander
4. Z-26-0212 Att 4 Public Notification - Life Time Leander
5. Z-26-0212 Att 5 Proposed Zoning - Life Time Leander
6. Z-26-0212 Att 6 Aerial Map - Life Time Leander
7. Z-26-0212 Att 7 Utilities Map - Life Time Leander
8. Z-26-0212 Att 8 PUD Notes - Life Time Leander
9. Z-26-0212 Att 9 Neighborhood Outreach- Life Time Leander
10. Z-26-0212 Att 10 Distance Exhibit - Life Time Leander
11. Z-26-0212 Att 11 Ordinance - Life Time Leander
12. Z-26-0212 Att 13 Life Time Leander Presentation
13. Z-26-0212 Att 12 P & Z minutes 05/14/2026



March 24, 2026

RE: Life Time – Rezoning Letter of Intent

Members of the Leander Planning and Zoning Commission and City Council,

Life Time is submitting a Minor PUD rezoning application for an approximately 14-acre parcel on Hero Way. The property is currently split zoned with General Commercial along the street frontage and Single-Family Townhomes in the rear. Life Time is requesting that the property be rezoned to one zoning district – Local Commercial (LC-3-C) with the intent to construct and operate a fitness center known as Life Time.

Life Time is proposing to construct an approximately 100,000 square foot health and fitness center with an outdoor pool and amenity deck. Beyond fitness studios and a fitness floor, Life Time will operate a café, spa, salon, and childcare services on the premises. Hours of operation for the proposed use are 4am to 12am. Additional information on the programming and hours of the outdoor amenities below:

Life Time – Outdoor Amenities

Pool deck – approximately 45,000 square feet

- 1 combined lap and leisure pool (lap swimming section and leisure/zero depth entry area)
- Outdoor bistro food service and seating
- Pool deck lounge chairs and cabanas
- Hours: 6am-10pm
 - o Lap swimming
 - o Family swim hours are more limited (typically 10am-6pm)

Kid’s Academy – approximately 3,000 square feet

- Outdoor shaded turf area serving the Kid’s Academy (childcare)
- Hours: 8am-8pm

Thank you for your consideration. Please contact me at nnye@lt.life should you have any questions.

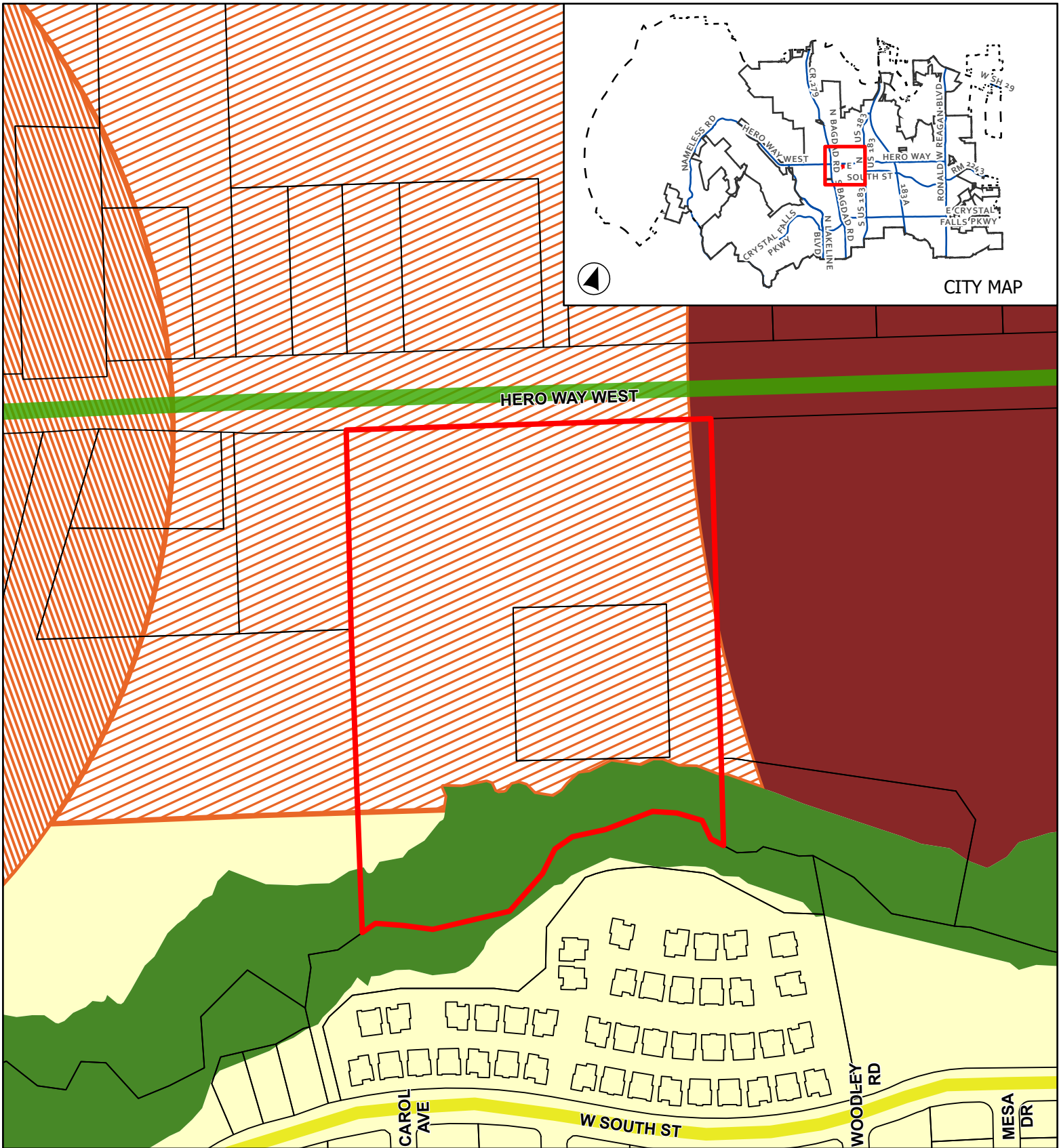
Sincerely,

Natalie Nye

Natalie Nye



Senior Associate Development Manager
Life Time Property Development



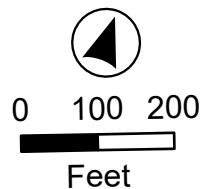
CASE: Z-26-0212

ATTACHMENT 3

LIFE TIME LEADER
MINOR PUD

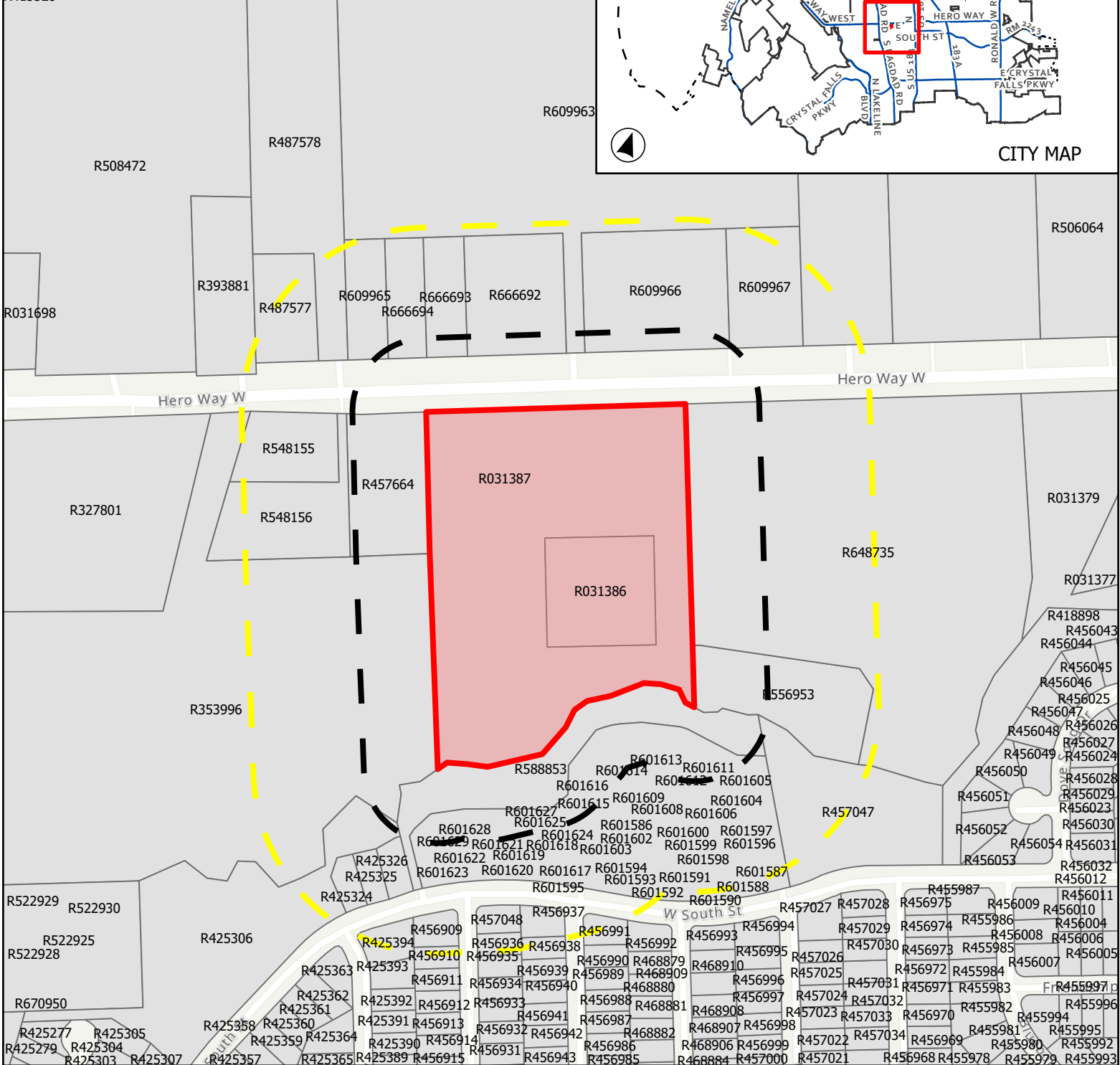
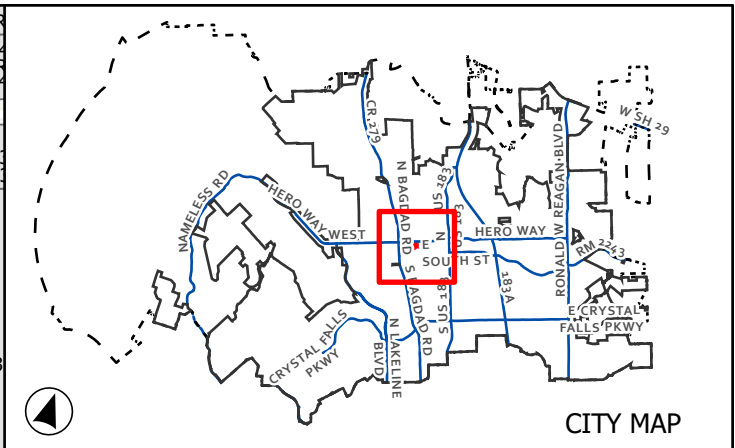
Future Land Use Map

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



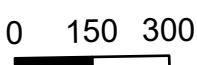
- | | | | |
|---|--|---------------------------|--|
| Neighborhood Residential | | ETJ Boundary | |
| Multi-Use Corridor - Priority Corridor | | Leander City Limits | |
| Neighborhood Center - Priority Corridor | | Subject Boundary | |
| Activity Center | | Arterial 6 Lane, Existing | |
| Greenway | | Collector, Existing | |

R413580 R459483 R437105 R437129 R424929 R424946 R413600
 R459465 R459484 R437106 R437111 R437130 R424947 R413583
 R459464 R459485 R437086 R437107 R437110 R437131 R424948 R413582
 R459463 R459486 R437085 R437108 R437109 R424927 R424927 R413581 R413602
 Northcreek Blvd
 R413527 R413531 R413534 R413537 R413539 R413543 R413545 R413547 R413549 R413552
 R413530 R413533 R413535 R413538 R413541 R413544 R413546 R413550 R413553
 R413529 R413532 R413536 R413540 R413542 R413548 R413551 R413554



CASE: Z-26-0212 ATTACHMENT 4 LIFE TIME LEANDER MINOR PUD

Public Notification



Feet

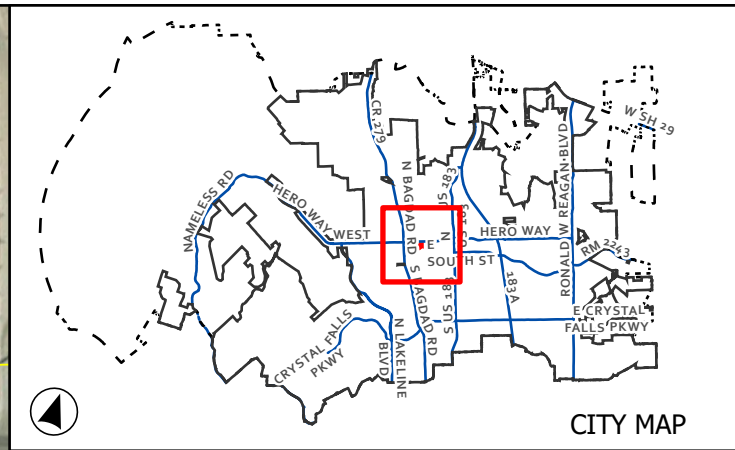
Subject Boundary

Buffer

200

500

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.



HERO WAY WEST



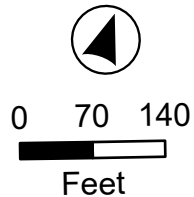
CASE: Z-26-0212

ATTACHMENT 6

LIFE TIME LEANDER
MINOR PUD

Aerial Map

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



- Leander City Limits
- Williamson County Parcels
- Subject Boundary

EXHIBIT A

Life Time Leander Minor Planned Unit Development

A. Purpose and Intent

1. The Life Time Leander Minor PUD is comprised of approximately 14 acres, as shown in Exhibit B. The development of this property includes a Fitness Center as well as local commercial uses.

B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

LC-2-C (Local Commercial)

C. Allowable / Prohibited Uses

1. The allowable uses shall include all uses permitted in the LC (Local Commercial) use component as well as the additional uses listed below:
 - a. Outdoor uses such as an outdoor pool deck with amplified sound systems and a playground area shall be allowed. The outdoor amplified sound systems shall be installed with the sound directed towards Hero Way West.
2. The hours of operation for this site shall be unlimited.

EXHIBIT B

FIELDNOTES, for a 14.037 acre tract situated in the Elijah D. Harmon Survey, Abstract No. 6 in the City of Leander, Williamson County, Texas, and being the same tract described in a Special Warranty Deed to Leander Hero Holdings, LLC, as recorded under Instrument Number 2019118853, of the Official Public Records of Williamson County, Texas, (hereinafter referred to as the Leander Hero Tract); the subject tract is more particularly described as follows (bearings are based on the Texas Coordinate System of 1983, Central Zone):

BEGINNING at a 1/2-inch iron rod stamped "JPH Land Surveying" found in the south right-of-way line of Hero Way (also known as FM 2243, a variable width right-of-way, a portion of which being described under Instrument Numbers 2015040648, 2015076730, and 2015074303, of the Official Public Records of Williamson County, Texas), the northwest corner of Lot 1, Block A, Freehill Addition, a subdivision recorded under Instrument Number 2023028398 of said Official Public Records, the northeast corner of said Leander Hero Tract and this tract, for the **POINT OF BEGINNING**;

THENCE SOUTH 21° 41' 36" EAST, with the west line Lot 1, a distance of 656.02 feet to a 1/2-inch iron rod stamped "CBD SETSTONE" found at a common corner of said Lot 1 and the northwest corner of a called 2.223 acre tract conveyed to the City of Leander, as recorded under Instrument Number 2015040649, of said Official Public Records (hereinafter referred to as 2.233 acre tract);

THENCE SOUTH 21° 36' 22" EAST, with the west line of said 2.233 acre tract, at a distance of 161.67 feet, pass a 1-inch iron rod, and continuing a total distance of 168.21 feet to a calculated point in the north line of Lot 2A, Block A, W. South Townhomes Subdivision, a subdivision recorded under Instrument Number 2019099058, of said Official Public Records;

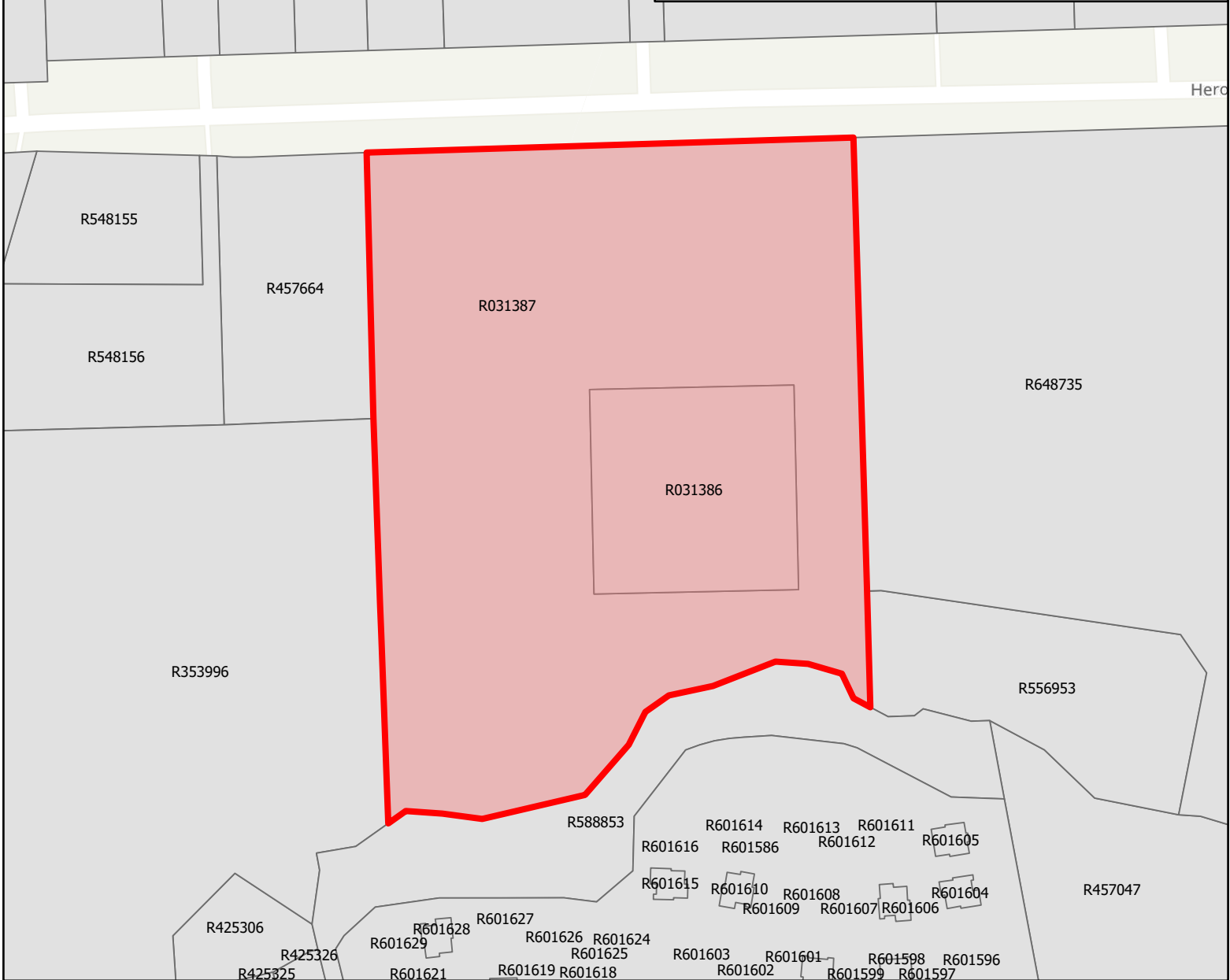
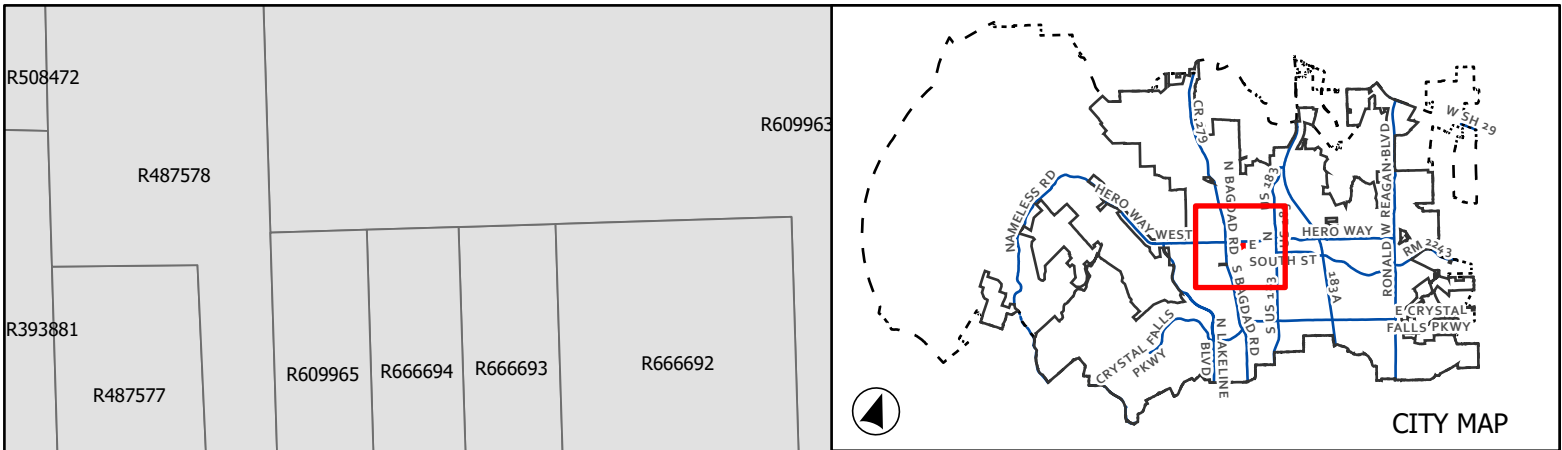
THENCE along the north line of said Lot 2A, the following bearings and distances:

1. NORTH 82° 09' 30" WEST, a distance of 29.82 feet to a calculated point;
2. NORTH 45° 40' 46" WEST, a distance of 39.11 feet to a calculated point;
3. SOUTH 86° 08' 22" WEST, a distance of 50.88 feet to a calculated point;
4. SOUTH 73° 24' 56" WEST, a distance of 47.06 feet to a calculated point;
5. SOUTH 48° 31' 44" WEST, a distance of 96.95 feet to a calculated point;
6. SOUTH 57° 32' 55" WEST, a distance of 65.10 feet to a calculated point;
7. SOUTH 34° 28' 52" WEST, a distance of 41.33 feet to a calculated point;

8. SOUTH 06° 44' 53" WEST, a distance of 53.12 feet to a calculated point;
9. SOUTH 20° 49' 11" WEST, a distance of 96.22 feet to a calculated point;
10. SOUTH 56° 31' 51" WEST, a distance of 152.17 feet to a calculated point;
11. SOUTH 77° 17' 40" WEST, a distance of 58.10 feet to a calculated point;
12. SOUTH 73° 57' 44" WEST, a distance of 52.86 feet to a calculated point;
13. SOUTH 34° 27' 19" WEST, a distance of 34.03 feet to a calculated point at the southwest corner of this tract;

THENCE NORTH 21° 38' 59" WEST, along the east line of a tract conveyed to Bagdad Cemetery Association, a Texas Corporation, recorded under Instrument Number 1996004154, of said Official Public Records, at a distance of 40.80 feet, pass a 1/2-inch iron rod found, and continuing a total distance of 975.82 feet to a mag nail found in the south right-of-way line of said Hero Way, at the northeast corner of the remainder of Lot 2, Block A, Integrated Metal Products, a subdivision recorded under Cabinet Z, Slide 144, of Plat Records of Williamson County, Texas;



THENCE NORTH 68° 20' 42" EAST, along the south right of way line of said Hero Way, a distance of 703.73 feet to the **POINT OF BEGINNING**, enclosing 14.02 acres (±610,795 square feet) of land.



CASE: Z-26-0212 **EXHIBIT B** **LIFE TIME LEADER MINOR PUD**

Location Map

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

City Limits 
 ETJ 
 Subject Boundary 

0 100 200
 Feet

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

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

Neighbors within 500' were sent a letter on April 14, 2026 notifying them of the proposed rezoning.

The informational letter and list of addresses is attached.

- 2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

All property owners and HOA's within 500' were notified.

- 3. What concerns were raised during these communications?

No issues or concerns have been raised up until this point.

- 4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

No modifications were made to the application as no neighbor concerns were raised.

The above information is deemed to be true to the best of my knowledge.

Signature: Natalie Nye

Date 5-6-26



April 14, 2026

Notice of Rezoning Application
Property Address: 11675 Hero Way West

Dear Neighbor,

This letter is being provided to notify surrounding property owners of a rezoning application submitted by Life Time for the property located at **11675 Hero Way West**.

Life Time is requesting approval of a **Minor Planned Unit Development (PUD) rezoning** for an approximately 14-acre parcel on Hero Way. The property is currently split zoned, between General Commercial and Single-Family Townhome zoning. Life Time is requesting that the property be rezoned to a single zoning district — **Local Commercial (LC-3-C)** with the intent to construct and operate a Life Time health and fitness center.

Life Time is proposing to construct an approximately 100,000-square-foot health and fitness center with an outdoor pool and amenity deck. In addition to fitness studios and a fitness floor, the facility is expected to include a café, spa, salon, and childcare services for members.

Planning and Zoning Commission Hearing Information

Date: May 14, 2026

Time: 6 p.m.

Location: 201 N. Brushy Street Leander, TX 78641

The Planning and Zoning Commission will review the rezoning request at the meeting listed above. A site development plan application will follow as the project advances through the review process.

If you have questions regarding the proposed project, please feel free to contact us.

Sincerely,

Natalie Nye

Natalie Nye

nnye@lt.life

Sr. Associate Development Manager
Life Time Property Development

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE LIFE TIME LEANDER MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF LC-2-C (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

WHEREAS, after giving at least ten (10) days written notice to the owners of land within two hundred (200') feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Amendment of Zoning Ordinance. Ordinance No. 05-018-00, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 14.037 acres ±; being more particularly described in Exhibit "B"; generally located south of Hero Way West, approximately 1,600 feet east of the intersection with N. Bagdad Road; identified by Williamson Central Appraisal District tax identification number R031386 and R031387; more particularly described in Instrument Number 2019118853; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Life Time Leander Minor PUD (Planned Unit Development) with the base zoning district of LC-2-C (Local Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A and "B," which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not

amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

SECTION 5. Recording Zoning Change. The City Council directs the Planning Department to record this zoning classification on the City’s official zoning map with the official notation as prescribed by the City’s zoning ordinance.

SECTION 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov’t. Code.

PASSED AND APPROVED on First Reading this the 18th day of June, 2026.
FINALLY PASSED AND APPROVED on this the 2nd day of July, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor

June 18, 2026

City of Leander City Council Meeting

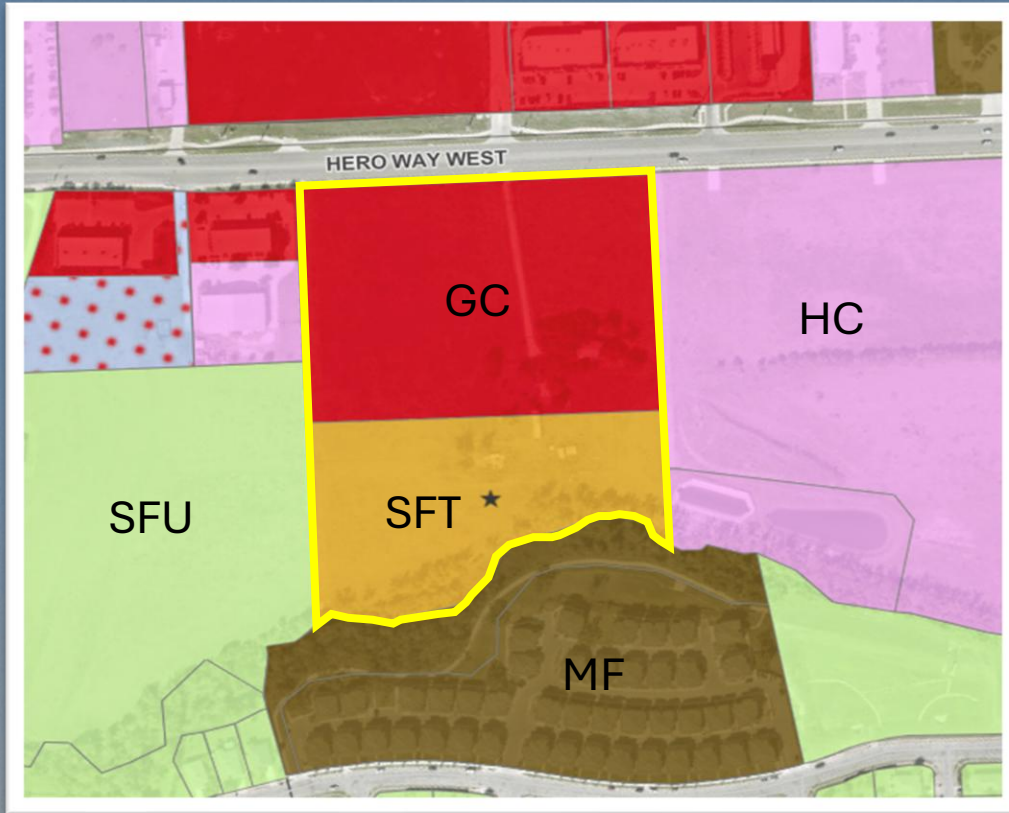
Minor PUD Zoning
Life Time Leander – 11675 Hero Way W.

Applicant: Life Time Inc.

Representatives: Natalie Nye, Colin O'Brien

Request

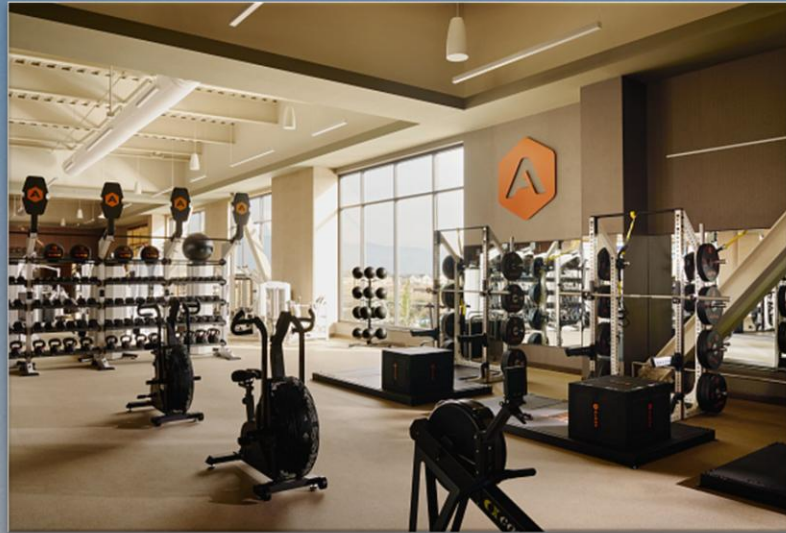
Proposed Zoning for Entire Site: Local Commercial Zoning District (LC-2-C)



Request

Proposed Allowable Uses:

1. All uses permitted in the Local Commercial use component.
 1. Life Time uses: fitness, personal services, day care, restaurant
2. Outdoor uses such as an outdoor pool deck with amplified sound systems and a play area for children.
3. Hours of operation for this site shall be limited to:
 - 4am – 12am for main business hours
 - 8am – 10pm for uses with outdoor amplified sound



Concept Site Plan



Buffered Outdoor Uses



About Life Time



Our Commitment

For 30 years, Life Time has been committed to help improve the way people *live, work, play* and think about all aspects of their health. There is something for everyone.

We are the only *Healthy Way of Life Company*.

Our Clubs



Life Time in Austin, TX

Austin – Arboretum (2018)



Austin – North (2005)



Austin – South (2007)



Austin – Downtown

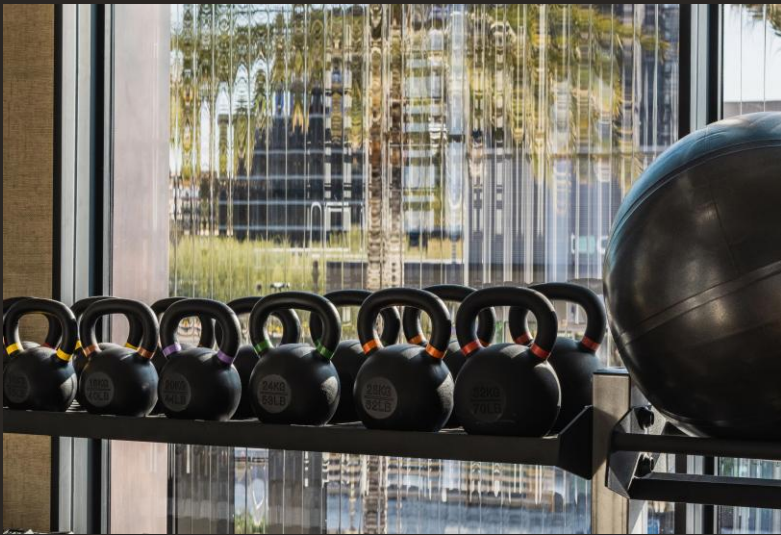


Austin – South Lamar (2025)



What We Offer

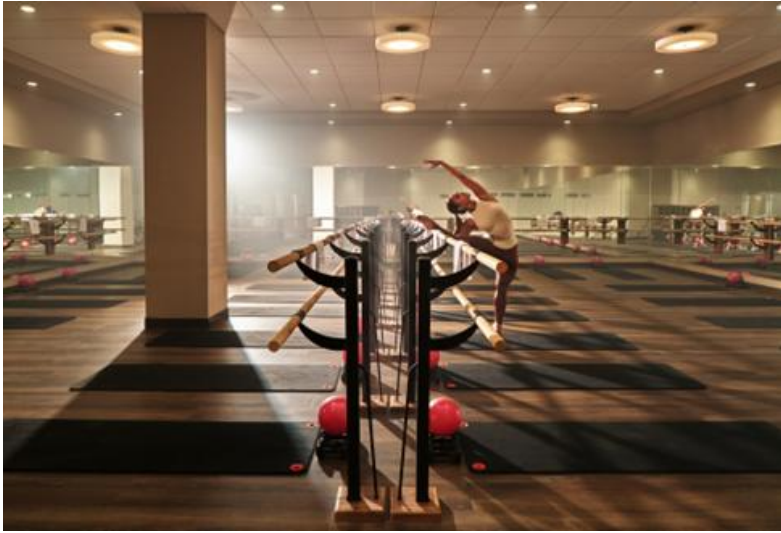




Fitness Floor

State of the art
equipment.





Group Fitness

Best instructors. Wide variety of classes. Extensive class offerings daily.





LifeCafe

Developed by chefs,
approved by trainers.





LifeSpa

Hair, Body, Nails -
luxury spa treatments



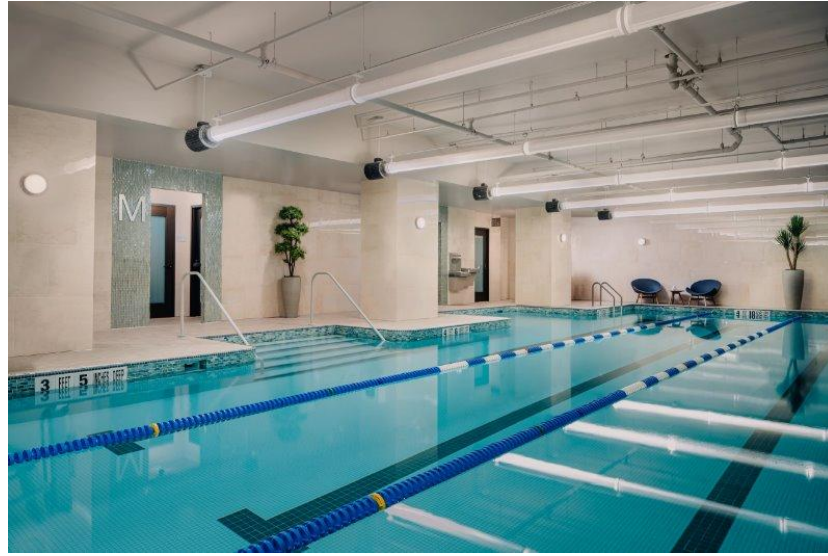
KIDS ACADEMY



3 months through 11 years. Members receive 2 hours of daily care with a junior membership.



Pool Decks



Swim laps before basking in the sun. Or just enjoy a drink and a bite from our poolside bistro. Life Time is the epicenter of all things aquatic.



Minor PUD Zoning Request

- Request to rezone a split zoned parcel to LC-2-C
 - Local Commercial District allows for Life Time primary and accessory uses with Staff support
 - Type 2 allows for accessory outdoor uses needed for Life Time
 - Type C Architectural component needed for commercial development
- Neighboring properties informed with no objections received
- No significant waivers requested
- Zoning change aligns with the Comprehensive Plan
- Planning and Zoning Commission recommended approval at the 5/14/26 meeting



**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 14, 2026
Regular Meeting at 6:00 PM



Place 1 – Donnie Mahan, Chair
Place 2 – Joseph Morales
Place 3 – Karen Lewis
Place 4 – Jay Coats

Place 5 – James Oliver
Place 6 – Laura Lantrip, Vice-Chair
Place 7 – Tyler Bray
Staff Liaison – Robin Griffin

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners present except Commissioner Jay Coats; arrived at 6:17 p.m.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the May 7, 2026 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 6-10.

By: Board Member Oliver
Seconded: Board Member Lewis

Vote: 6 - 0 {Commissioner Coats not present for vote.}

6. Approval of the minutes for meeting held on April 28, 2026.
7. Approval of the extension of the application expiration for Subdivision Case FP-24-0190 The Shoppes at Leander; on four (4) parcels of land 14.793 acres ± in size; more particularly described by Williamson Central Appraisal District Parcels R501146, R579460, R491364, and R511667, generally located northeast of the intersection of N. Bagdad Road and W. San Gabriel Parkway, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Subdivision Case PICP-24-0139 Leander Business Center Public Waterline Construction Plan; on one (1) parcel of land 10.249 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R031713, commonly known as 80 Mockingbird Hill, Leander, Williamson County, Texas.
9. Approval of the extension of the application expiration for Site Development Case SD-23-0081 TXB Leander; on one (1) parcel of land 16.21 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R620136, commonly known as 8101 RM 2243, Leander, Williamson County, Texas.
10. Approval of the extension of the application expiration for Site Development Case SD-24-0235 The Shoppes at Monarch; on one (1) parcel of land 1.206 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R616289, commonly known as 3260 US 183, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0195 to amend the Leander Springs PUD (Planned Unit Development) with base zoning districts of MF-2-A (Multi-Family) and GC-3-A (General Commercial) to update the language as it relates to phasing and timing of the development, reduce the total number of apartments, and modify the phasing requirements on two (2) parcels of land approximately 77.90 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R403524 and R051592; and generally located southwest of the intersection of 183A Toll Road and RM 2243, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0195 as described above.

Public Hearing opened at 6:24 p.m.; Public Hearing closed at 6:24 p.m.; following discussion.

Submitted via website in opposition of the request:
 Justin Darden 1021 Overlook Bnd, Leander, Texas 78641
 Terri Puckett 801 Overlook Bnd, Leander, Texas 78641

Motion to approve Zoning Case Z-25-0195.

By: Board Member Lantrip
 Seconded: Board Member Oliver

Vote: 7 - 0

12. Conduct a Public Hearing regarding Zoning Case Z-26-0212 to amend the current zoning of GC-2-C (General Commercial) and SFT-2-B (Single-Family Townhome) to adopt the Life Time Leander Minor PUD (Planned Unit Development) with the base zoning of LC-2-C (Local Commercial) on two (2) parcels of land approximately 14.037 acres ± in size, more particularly described by Williamson Central Appraisal District parcels R031386 and R031387; and located at 11675 Hero Way West, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-26-0212 as described above.

Public Hearing opens at 6:55 p.m.; Public Hearing closed at 6:55 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approved Zoning case Z-26-0212 with the modification that hours of operation are 8:00 a.m. -

10:00 p.m. for the uses with outdoor amplified sound and 4:00 a.m. - 12:00 a.m. for the main business.

By: Board Member Mahan
Seconded: Board Member Oliver

Vote: 7 - 0

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-26-0220 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Newton Nursery Minor PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on one (1) parcel of land approximately 5.018 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R516920; and generally located south of San Gabriel Parkway, approximately 800 feet west of the intersection with CR 270, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-26-0220 as described above.

Public Hearing opened at 7:10 p.m.; Public Hearing closed at 7:10 p.m.; following discussion.

No one wished to speak to speak in favor or opposition of the request.

Motion to approve Zoning Case Z-26-0220.

By: Board Member Lantrip
Seconded: Board Member Oliver

Vote: 7 - 0

REGULAR AGENDA

Chair Mahan reopened consent agenda due to scrivener's error of date on minutes posted. Minutes will be brought to the next meeting.

Motion to approve consent agenda items 7-10.

By: Board Member Oliver
Seconded: Board Member Lewis

Vote: 7 - 0

14. Adjournment
Meeting adjourned at 7:11 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Conduct a Public Hearing regarding Zoning Case Z-26-0220 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Newton Nursery Minor PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on one (1) parcel of land approximately 5.018 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R516920; and generally located south of San Gabriel Parkway, approximately 800 feet west of the intersection with CR 270, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-26-0220 as described above.

BACKGROUND:

This request is the second step in the zoning process. The applicant has submitted a request to change the designated zoning district of their property in order to bring the site into compliance with the pre-existing and current landscape nursery use.

In 2016, this site was annexed into the city and assigned an interim zoning designation of SFR-1-B (Single-Family Rural). Prior to this annexation and zoning assignment, the site existed as the Circle D landscape nursery. In 2025, the property was sold and became Newton Nursery. In October of 2025, a Code Enforcement case (CE-25-03923) was filed for the site due to an expansion of the business office without permitting. During the enforcement inspection, it was additionally noted that the new owner had not filed for a Certificate of Occupancy.

The Minor PUD request would allow the property owner to remediate the Code Enforcement case and bring the existing use and expansion into compliance. The developer will additionally provide screening to all areas abutting adjacent properties and rights-of-way per the Composite Zoning Ordinance, Article VI, Section 1(d). Additionally, any existing storage or future proposed storage would not be allowed within the required LC-2-A setbacks.

GENERAL INFORMATION:

- Current Zoning: Interim SFR-1-B (Single-Family Rural)
- Proposed Zoning: Minor Planned Unit Development with base zoning of LC-2-A (Local Commercial)
- Size and Location: The property is located at 1310 San Gabriel Parkway, including approximately 5.018 acres.
- Surrounding Area: To the north of this property and across San Gabriel Parkway is Bryson Phase 14 subdivision and to the east is a large residential lot. To the south is a non-residential use (Believers Church) and the west is undeveloped but within the San Gabriel Industrial Minor PUD and will be developed in the future under General Commercial uses.

PROPOSED ZONING DISTRICT:

USE COMPONENT

LC – Local Commercial:

Features: Any use in LO (Local Office) plus retail sales and services, restaurants, banks, nursery or greenhouse, grocery sales, pharmacies, fitness centers, dance and music academies, artist studio, colleges and universities, bed and breakfast. Hours of operation: 5:00 a.m. to 10:00 p.m. Sun.-Thurs., 5:00 a.m. to 11:00 p.m. Fri. and Sat.

Intent: Development of small scale, limited impact commercial, retail, personal services and office uses located in close proximity to their primary customers, which cater to the everyday needs of the nearby residents, and which may be located near residential neighborhoods. Access should be provided by a collector or higher classification street.

SITE COMPONENT

TYPE 2:

Features: Accessory buildings greater of 20% of primary building or 120 square feet; drive-thru service lanes; uses not to exceed 40,000 square feet.

Intent:

1. The Type 2 site component may be utilized with non-residential developments that are adjacent to a residential district or other more restrictive district to help reduce potential negative impacts to the more restrictive district and to provide for an orderly transition of development intensity.
2. This component is intended to be utilized with the majority of LO (Local Office) and LC (Local Commercial) use components except those that meet the intent of the Type 1 or Type 3 site component or with any use requiring drive-through service lanes.
3. This component is intended to be utilized with LO (Local Office), LC (Local Commercial), GC (General Commercial), HC (Heavy Commercial), and HI (Heavy Industrial) use components when adjacent to residential districts and additional compatibility standards are warranted.
4. This component is generally not intended to be utilized with HC (Heavy Commercial), and HI (Heavy Industrial) use components except where such component is adjacent to, and not adequately buffered from, residential districts or other more restricted districts, and except as requested by the landowner.

ARCHITECTURAL COMPONENT

TYPE A:

Features: Five (5) or more architectural features.

Intent:

1. The Type A architectural component is intended to be utilized for high quality developments or to provide variety as an additional option for portions of a residential development and may be utilized in or adjacent to single-family uses.
2. Combined with appropriate use and site components, this component is intended to help provide for harmonious land use transitions by applying this component to a less restrictive use or site component adjacent to a more restrictive use or site component. This standard may be utilized to help ensure compatibility for non-residential uses, multi-family, two-family, townhouse or small lot residential development with adjacent property that is more restricted.
3. This component is intended to be utilized for buildings requiring heights greater than those provided in other architectural components.
4. This component may be utilized for any high-profile development, for any property in a prominent location or at an important gateway to the community.

COMPREHENSIVE PLAN:

Applicable Comprehensive Plan goal statements

- Guide future growth and development following the comprehensive plan to achieve a more balanced, diverse economy.

Applicable Future Land Use categories

EMPLOYMENT CENTER

The Employment Center future land use category is for primary jobs and business in strategic locations. These areas are intended for regional-serving Appropriate Land Use Types Use Agricultural employment in planned campus-like environments for office, research, medical, manufacturing, light industrial, warehouse, and heavy commercial uses. To remain competitive in today’s corporate marketplace, contemporary workforce-supporting elements such as amenities, retail and high-density residential are also encouraged in an integrated development pattern.

The Employment Center area is focused on meeting the plan goals of an attractive, high-quality business environment for investors to bring to Leander and grow/ diversify the tax base. It complements other nearby regional mixed-use areas, but provides opportunities for larger-footprint, single-tenant buildings that can accommodate numerous employees. These areas may be developed with an auto-oriented, traditional character, or in a mixed-use urban design. The future land use map includes five (5) Employment Centers - Heritage Grove, Hero Way North, Hero Way South, Hero Way East, and FM 1431 Employment Centers. Horizontal mixed use is only supported in the Hero Way South Employment Center.

Desired Mix: 100% Non-residential uses.

PUBLIC NOTIFICATION:

In addition to the notice mailed on behalf of the City to all property owners within 200’, the agent is required to reach out to all property owners of property zoned as single-family or any properties used as single-family uses within 500’ as per Article X, Section 3 (d) of the Composite Zoning Ordinance. Any Homeowner’s Association located within 500’ are also required to be contacted.

Neighborhood outreach was conducted via letters on January 20th, 2026; additionally, Newton Nurseries set up a website and contact number for additional communication opportunities. To date, no comments or concerns have been raised regarding the zoning request.

Please see the full report from the applicant attached as Exhibit #8.

HISTORY/TIMELINE:

04/21/2016 – Annexation

05/14/2026 – Planning & Zoning, 1st Public Hearing

APPLICANT/AGENT:

Westwood (Hollis Scheffler) on behalf of Newton Nurseries Leander Operating, LLC (Megan Tervo)

RECOMMENDATION:

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

1. Approve the proposed zoning case;
2. Deny the proposed zoning case; or
3. Approve an alternative request that may include modifications to the development standards and/or the addition of allowable or prohibited uses.

Staff recommends Option #1 listed above – approval of the proposed zoning case. Staff made this recommendation based on the surrounding land uses and required screening. Additionally, the zoning request is

compatible with the Future Land Use map designation and would bring the existing use into compliance while remediating the Code Enforcement violation.

During the meeting of May 14, 2026, the Planning & Zoning Commission recommended approval.

PRESENTER:

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

Attachments:

1. Z-26-0220 Att 1 Letter of Intent - Newton Nursery Minor PUD
2. Z-26-0220 Att 2 Current Zoning - Newton Nursery Minor PUD
3. Z-26-0220 Att 3 FLU Map - Newton Nursery Minor PUD
4. Z-26-0220 Att 4 Public Notification - Newton Nursery Minor PUD
5. Z-26-0220 Att 5 Proposed Zoning - Newton Nursery Minor PUD
6. Z-26-0220 Att 6 Aerial Map - Newton Nursery Minor PUD
7. Z-26-0220 Att 7 Utility Map - Newton Nursery Minor PUD
8. Z-26-0220 Att 8 Neighborhood Outreach - Newton Nursery Minor PUD
9. Z-26-0220 Att 9 Minor PUD Notes - Newton Nursery Minor PUD
10. Z-26-0220 Att 10 Ordinance - Newton Nursery Minor PUD
11. Z-26-0212 Att 11 P & Z minutes 05142026

March 26, 2026
WW No.: 0076719.00

Development Services
City of Leander
P.O. Box 319
Leander, Texas 78646

Re: **Newton Nursery**
PUD Zoning Change Application Letter of Intent
Leander, Williamson County, Texas

To Whom It May Concern:

On behalf of the owner, Westwood Professional Services is submitting this application as intent to request a Minor PUD zoning change for the following properties, R516920, AW0125 AW0125 - Chambers, T. Sur., ACRES 5.018. The intent of the Minor PUD zoning change is to change the zoning of the property from Single Family Rural (SFR-1-B) to Local Commercial (LC-2-A) to allow for the desired use of a nursery. A nursery is not permitted within the current zoning, SFR-1-B. A nursery would be a conforming use under LC.

The property in question is located at 1360 San Gabriel Pkwy, Leander, TX 78641. The property is south of San Gabriel Parkway across from the intersection of San Gabriel and Firebush Road. The existing property was previously developed as a nursery. It is currently zoned for SFR-1-B. The properties to the south and west are undeveloped and zoned as PUD General Commercial. One residential home is located east and is zoned as SFR. Lastly, a small portion of a neighborhood development is located to the north and is zoned for PUD Mixed Use.

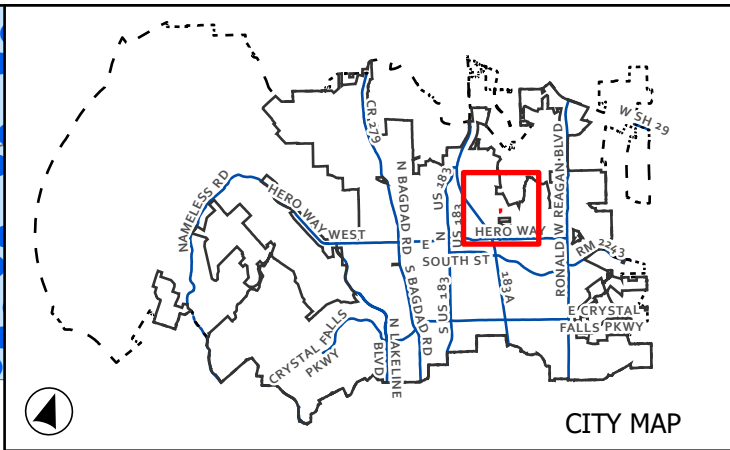
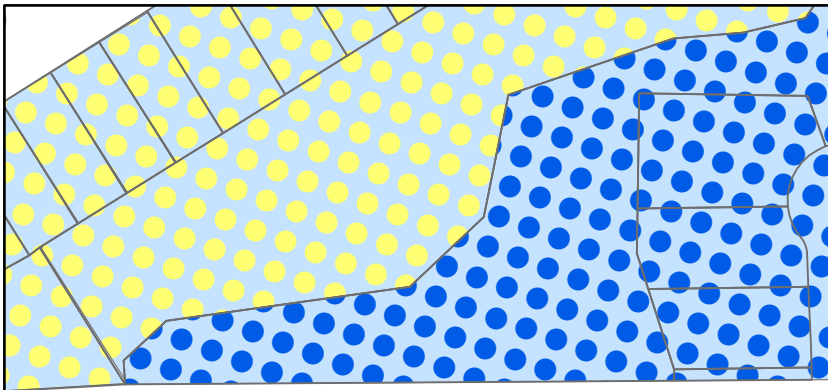
If you have any questions or require additional information, please reach out at your convenience.

Sincerely,

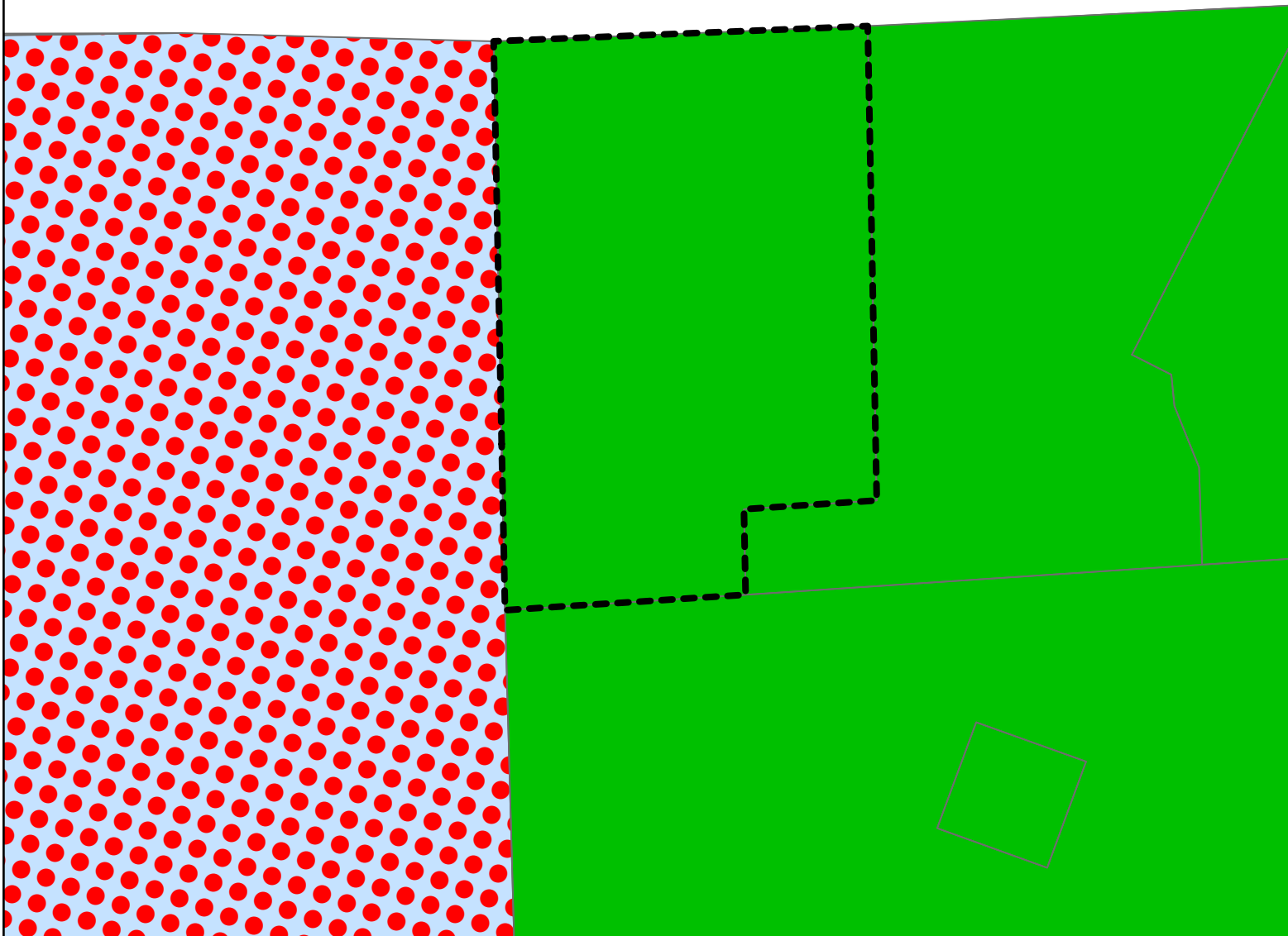


Hollis A. Scheffler, P.E.

R0076719.00_Letter of Intent



E SAN GABRIEL PKWY



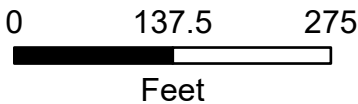
CASE: Z-26-0220

ATTACHMENT 2

NEWTON NURSERY MINOR PUD

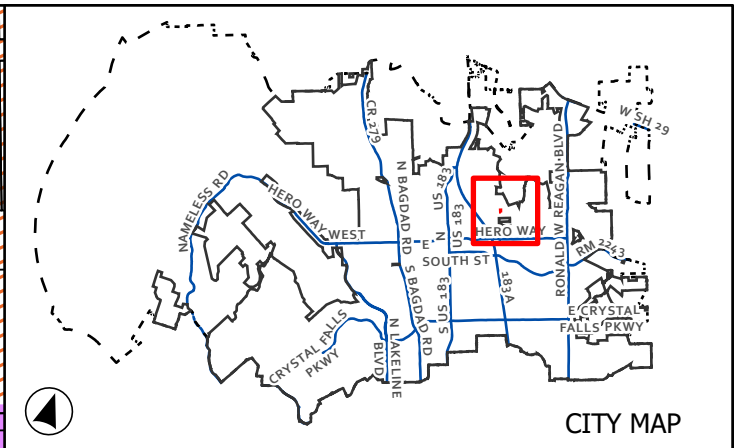
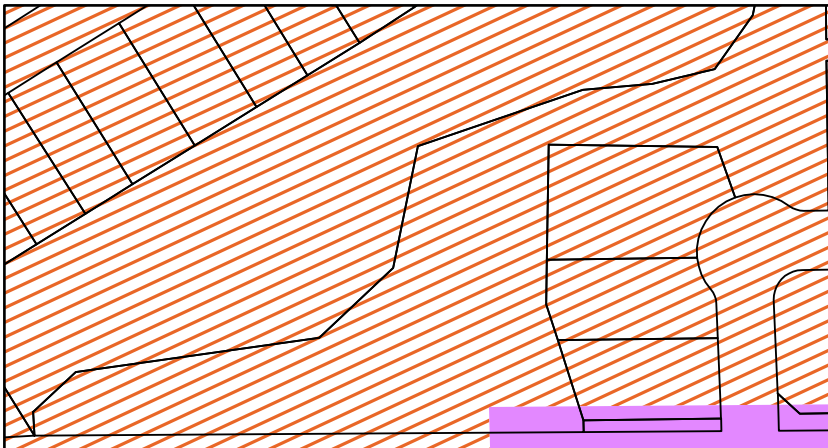
Current Zoning

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

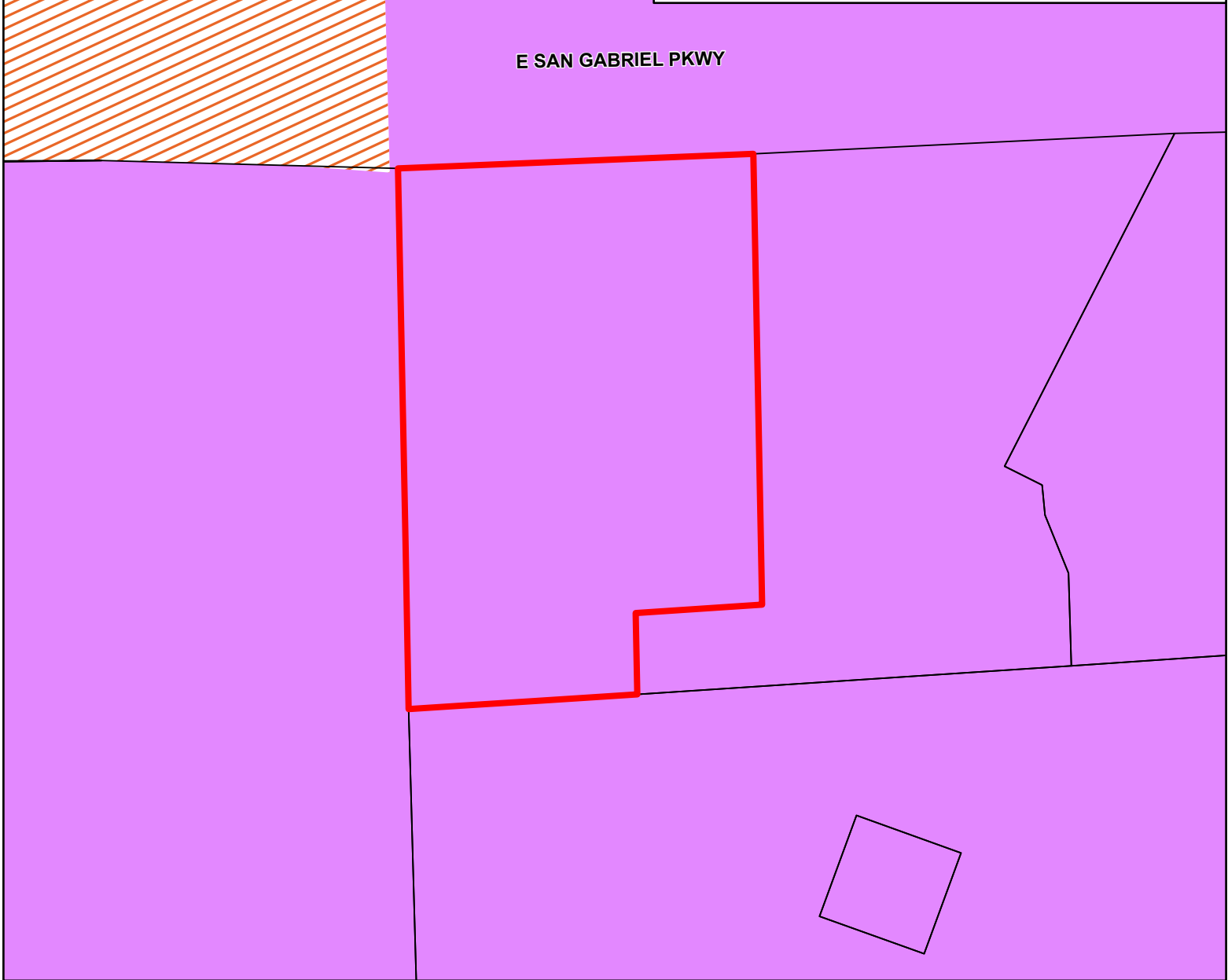


- City Limits
- ETJ
- Subject Boundary
- PUD - Single-Family
- PUD - Mixed Use
- PUD - General Commercial
- SFR - Single-Family Rural

Current Zoning



E SAN GABRIEL PKWY



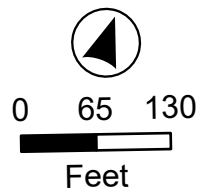
CASE: Z-26-0220

ATTACHMENT 3

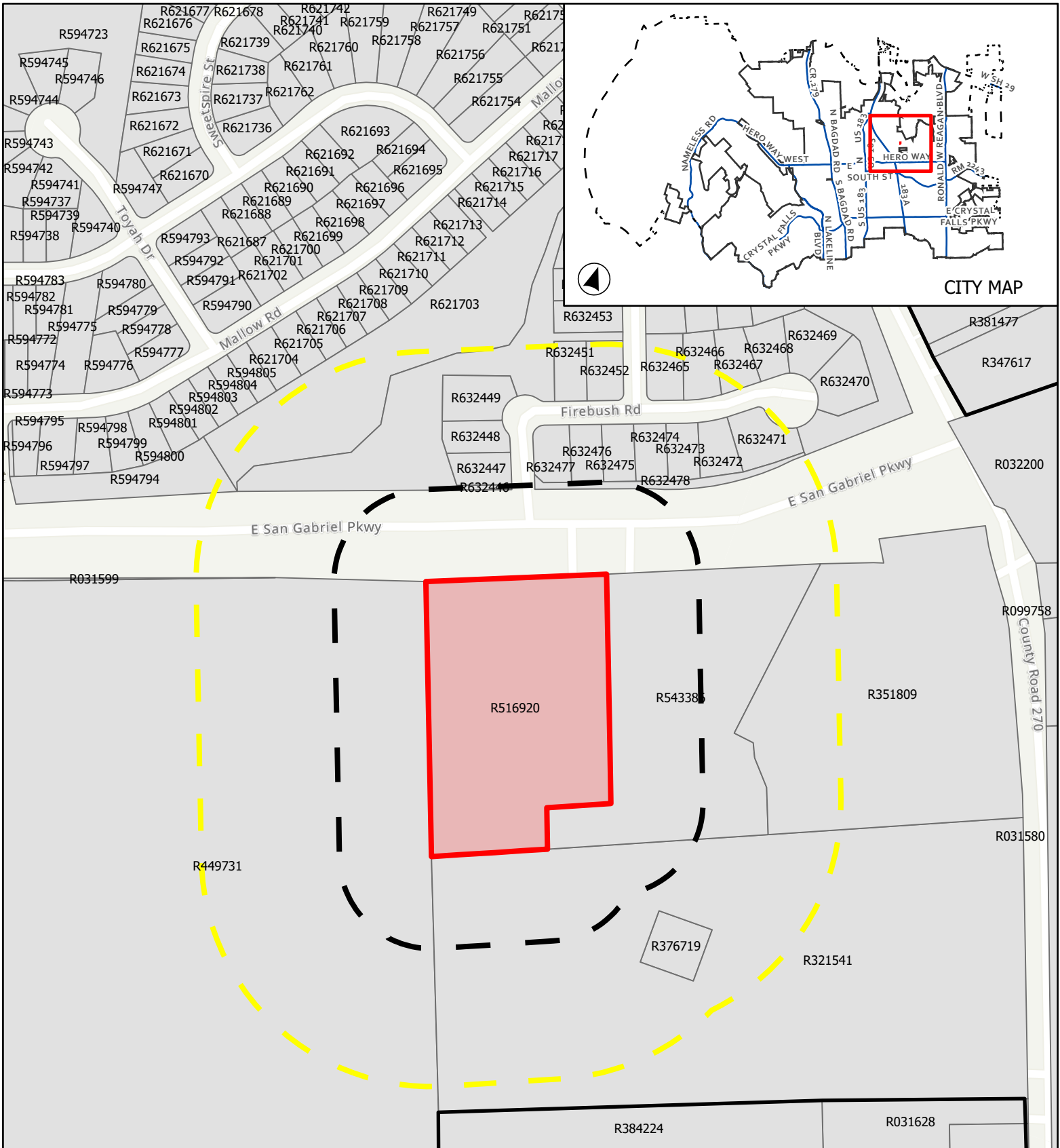
NEWTON NURSERY
MINOR PUD

Future Land Use Map

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- ETJ Boundary [- - -]
- Leander City Limits []
- Subject Boundary []
- Multi-Use Corridor [// // //]
- Employment Center []



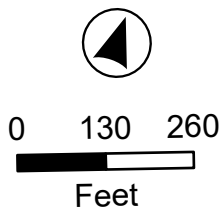
CASE: Z-26-0220






ATTACHMENT 4

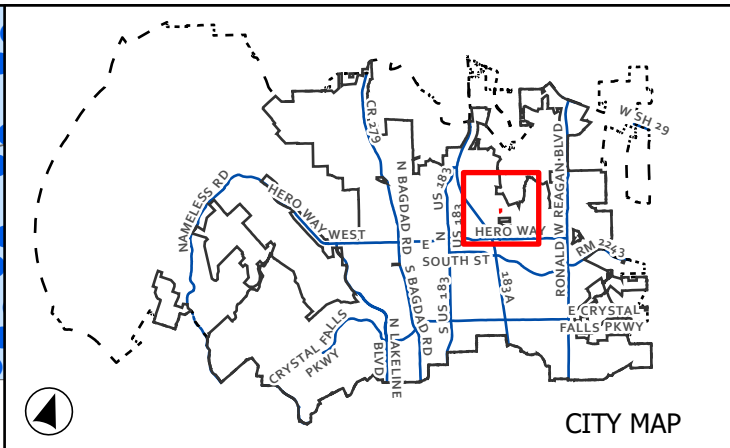
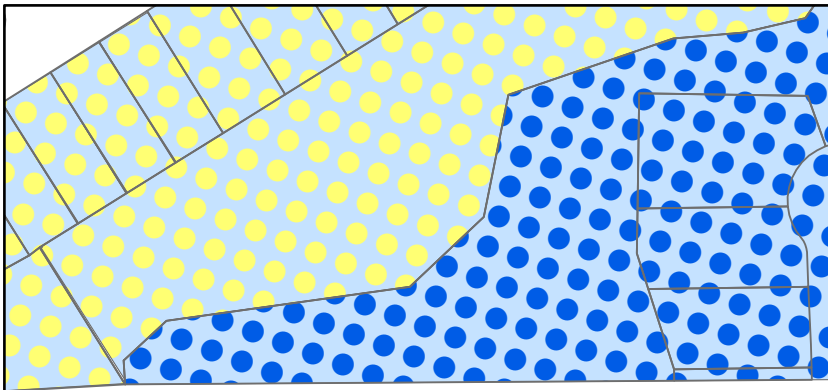
NEWTON NURSERY MINOR PUD

Public Notification

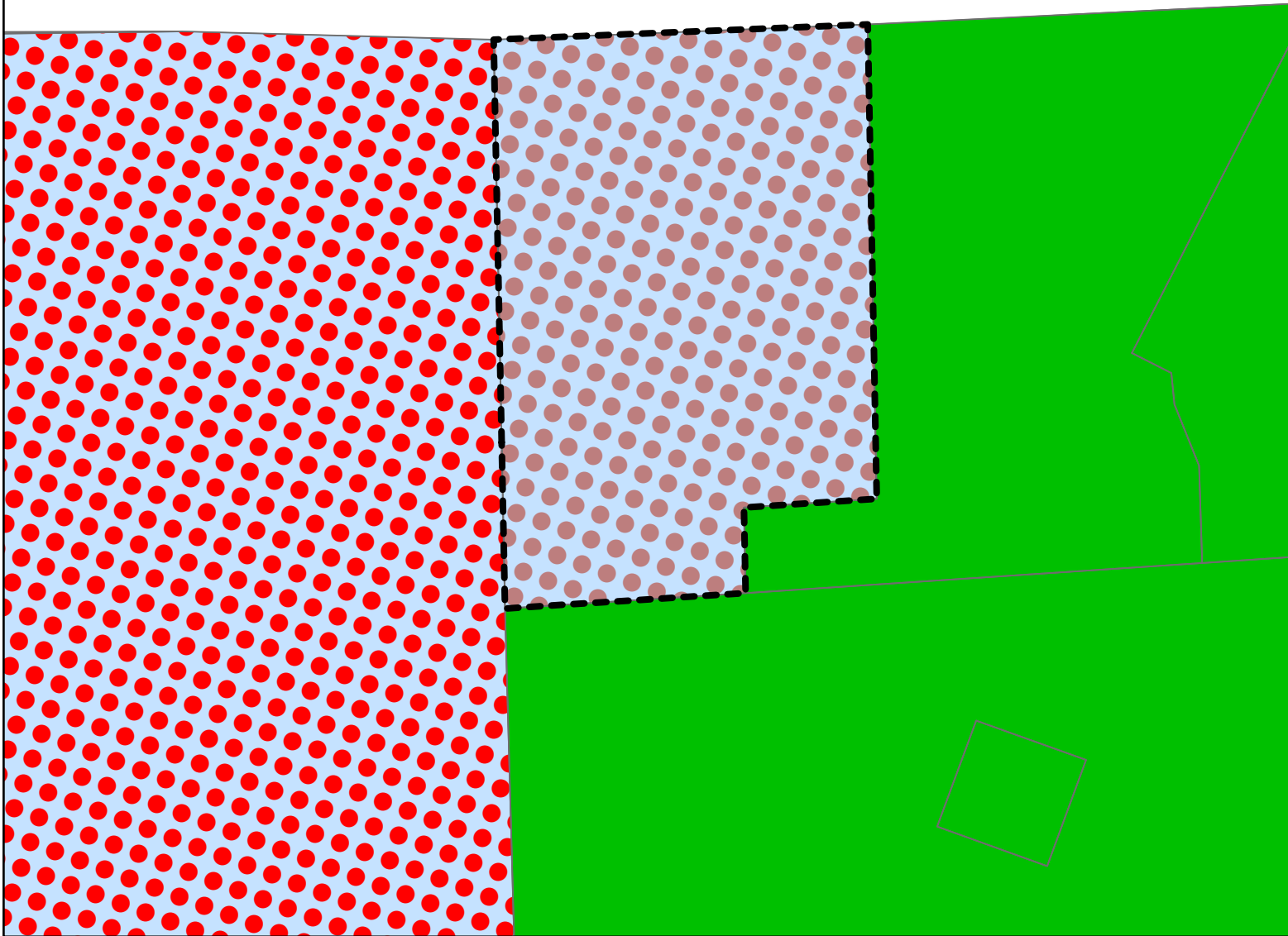
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- City Limits 
- ETJ 
- Subject Boundary 
- Buffer
 - 200 
 - 500 



E SAN GABRIEL PKWY



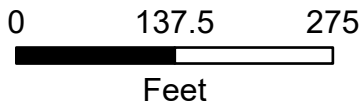
CASE: Z-26-0220

ATTACHMENT 5

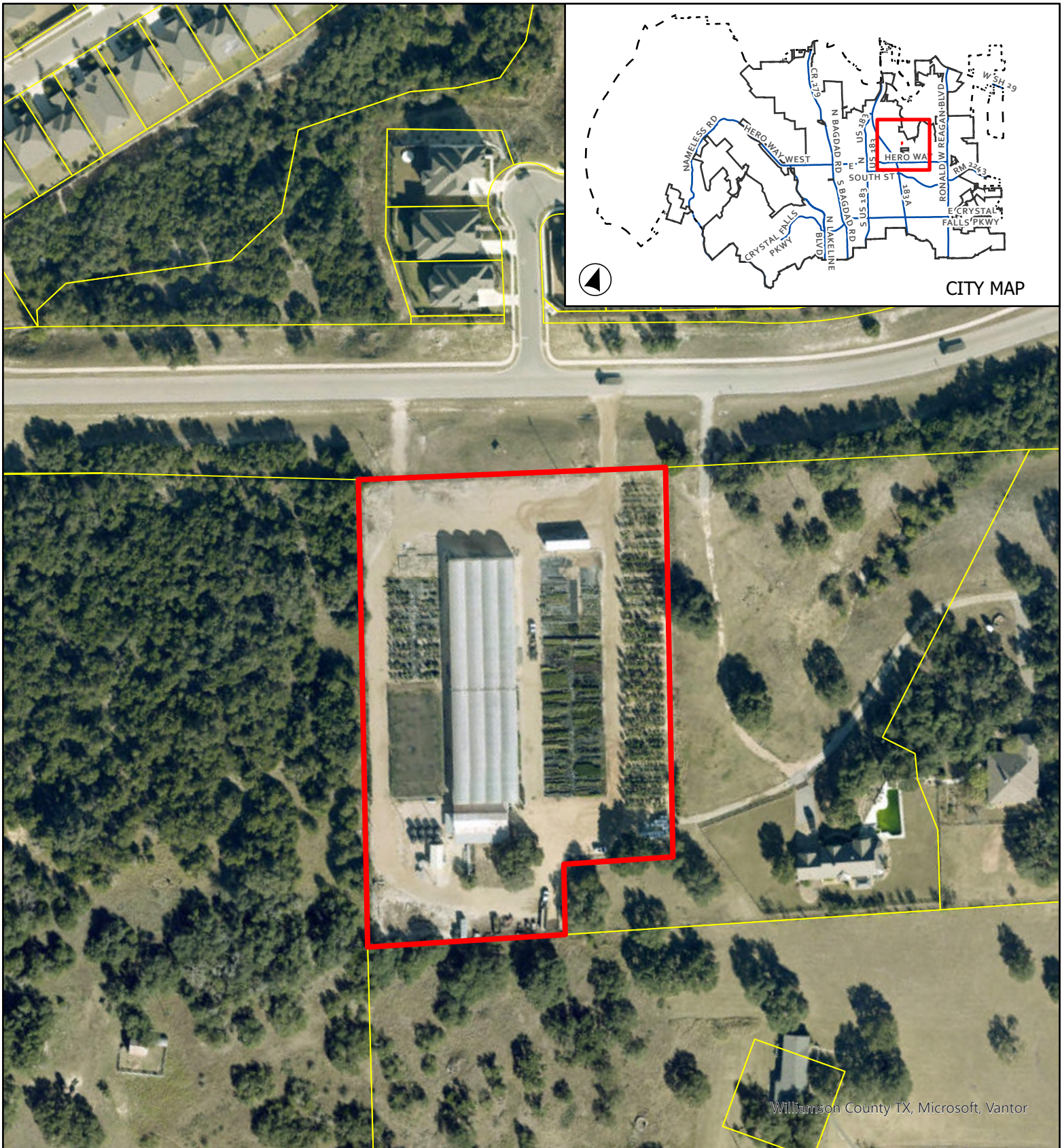
NEWTON NURSERY MINOR PUD

Proposed Zoning

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- City Limits
- ETJ
- Subject Boundary
- Proposed Zoning
- SFR - Single-Family Rural
- PUD - Single-Family
- PUD - Mixed Use
- PUD - Local Commercial
- PUD - General Commercial



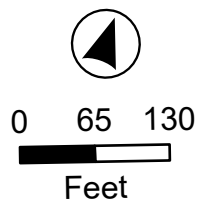
CASE: Z-26-0220

ATTACHMENT 6

NEWTON NURSERY MINOR PUD

Aerial Map

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



- Leander City Limits
- Williamson County Parcels
- Subject Boundary

APPLICANT'S SUMMARY OF NEIGHBORHOOD COMMUNICATIONS

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

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

Newton Nursery has sent out letters via mail to notify neighbors about upcoming changes January 20th, 2026.

See uploaded attachments for list of property owners within 500 feet of the property, letter sent to neighboring properties, and certified mail receipts for the letters sent. No concerns have been raised.

- 2. Who was notified (i.e. property owners, HOA, etc)? The HOA and/or a representative if there is no organized HOA must be contacted, if applicable. Provide a separate sheet listing the contact information used including the names and addresses of the individuals.

Neighboring property owners have been notified of the upcoming changes. Please see attachment for list of names and addresses notified.

- 3. What concerns were raised during these communications?

No concerns were raised during communications with neighboring properties.

- 4. What specific conditions were added to or modified within the zoning request in response to the concerns raised at the meeting?

No conditions were added or modified following communications with neighboring properties.

The above information is deemed to be true to the best of my knowledge.

Signature:  Date: 4/08/2026



Dear neighbor,

We hope this letter finds you well! We are writing to inform you about a proposed zoning change that may affect your neighborhood.

Proposed Zoning Change Details:

- **Current Zoning Classification:** Single Family Rural, SFR-1-B
- **Proposed Zoning Classification:** Local Commercial, LC-3-B
- **Location:** 1310 E San Gabriel Parkway, Leander, TX 78641
- **Reason for Change:** Meet zoning regulations for the existing Nursery.

For more information, please visit our website at

<https://newtonnurseries.com/wholesale-nursery-austin/> or contact us at 512-528-8001.

We appreciate your attention to this important matter and look forward to your participation.

Sincerely,

Newton Nurseries Holdings, LLC
1360 E. San Gabriel Pkwy
Leander, TX. 78641
lcoello@newnurseries.com
newtonnurseries.com

EXHIBIT A

Newton Nursery Minor Planned Unit Development

A. Purpose and Intent

1. The Newton Nursery Minor PUD is comprised of approximately 5.018 acres, as shown in Exhibit B. The development of this property includes a nursery.

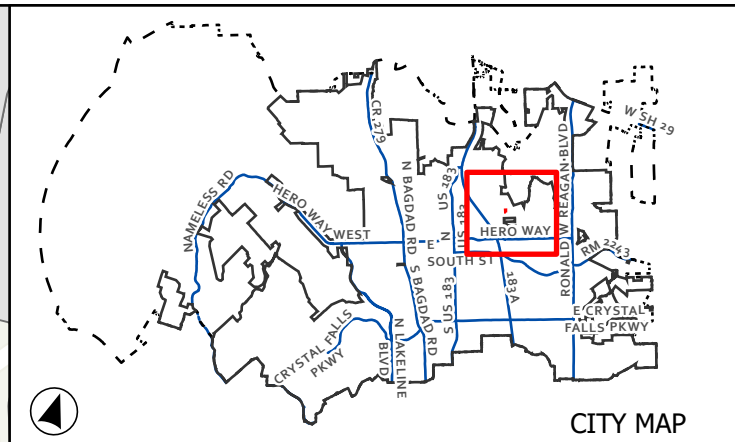
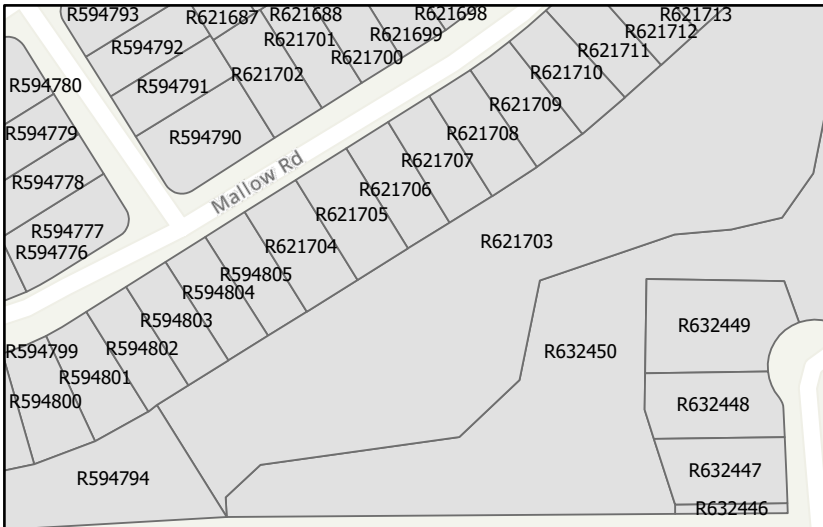
B. Applicability and Base Zoning

1. All aspects regarding the development of this PUD shall comply with the City of Leander Composite Zoning Ordinance, except as established in this exhibit, titled Exhibit A.
2. For the purpose of establishing development standards for the PUD, the following base zoning districts have been selected from the Leander Composite Zoning Ordinance.

LC-2-A (Local Commercial)

C. Allowable / Prohibited Uses

1. The allowable uses shall include all uses permitted in the LC (Local Commercial) use component.
2. Outdoor storage of plants and landscaping materials associated with a nursery are permitted with the condition that such storage is screened from view from adjacent properties and any street in accordance with the Screening Requirements of Art. VI, Sec. 1. Such storage is not permitted within required setbacks.



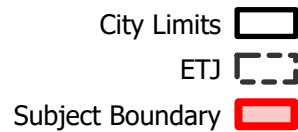
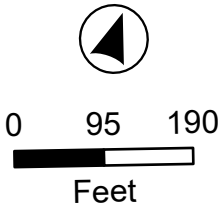
CASE: Z-26-0220

EXHIBIT B

NEWTON NURSERY MINOR PUD

Location Map

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AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE ZONING ORDINANCE BY CREATING THE NEWTON NURSERY MINOR PUD (PLANNED UNIT DEVELOPMENT) WITH THE BASE ZONING DISTRICT OF LC-2-A (LOCAL COMMERCIAL); MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of the property described herein after (the "Property") has requested that the Property be rezoned;

WHEREAS, after giving at least ten (10) days written notice to the owners of land within two hundred (200') feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Amendment of Zoning Ordinance. Ordinance No. 05-018-00, as amended, the City of Leander Composite Zoning Ordinance (the "Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

SECTION 3. Applicability. This ordinance applies to the following parcel of land, which is herein referred to as the "Property". That certain parcel of land being including 5.018 acres ±; being more particularly described in Exhibit "B"; located south of San Gabriel Parkway, approximately 800 feet west of the intersection with CR 270; identified by Williamson Central Appraisal District tax identification number R516920; more particularly described in Instrument Number 2025070083; recorded in the Official Public Records of Williamson County, Texas.

SECTION 4. Property Rezoned. The Zoning Ordinance is hereby amended by creating the Newton Nursery Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial). The PUD shall be developed and occupied in accordance with this Ordinance, the PUD plan attached as Exhibits "A" and "B" which are hereby adopted and incorporated herein for all purposes, and the Composite Zoning Ordinance to the extent not amended by this Ordinance. In the event of a conflict between the Composite Zoning Ordinance

and the requirements for the Property set forth in this Ordinance, this Ordinance shall control.

SECTION 5. Recording Zoning Change. The City Council directs the Planning Department to record this zoning classification on the City's official zoning map with the official notation as prescribed by the City's zoning ordinance.

SECTION 6. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 18th day of June, 2026.
FINALLY PASSED AND APPROVED on this the 2nd day of July, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor



**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 14, 2026
Regular Meeting at 6:00 PM



Place 1 – Donnie Mahan, Chair
Place 2 – Joseph Morales
Place 3 – Karen Lewis
Place 4 – Jay Coats

Place 5 – James Oliver
Place 6 – Laura Lantrip, Vice-Chair
Place 7 – Tyler Bray
Staff Liaison – Robin Griffin

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners present except Commissioner Jay Coats; arrived at 6:17 p.m.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the May 7, 2026 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 6-10.

By: Board Member Oliver
Seconded: Board Member Lewis

Vote: 6 - 0 {Commissioner Coats not present for vote.}

6. Approval of the minutes for meeting held on April 28, 2026.
7. Approval of the extension of the application expiration for Subdivision Case FP-24-0190 The Shoppes at Leander; on four (4) parcels of land 14.793 acres ± in size; more particularly described by Williamson Central Appraisal District Parcels R501146, R579460, R491364, and R511667, generally located northeast of the intersection of N. Bagdad Road and W. San Gabriel Parkway, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Subdivision Case PICP-24-0139 Leander Business Center Public Waterline Construction Plan; on one (1) parcel of land 10.249 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R031713, commonly known as 80 Mockingbird Hill, Leander, Williamson County, Texas.
9. Approval of the extension of the application expiration for Site Development Case SD-23-0081 TXB Leander; on one (1) parcel of land 16.21 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R620136, commonly known as 8101 RM 2243, Leander, Williamson County, Texas.
10. Approval of the extension of the application expiration for Site Development Case SD-24-0235 The Shoppes at Monarch; on one (1) parcel of land 1.206 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R616289, commonly known as 3260 US 183, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

11. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0195 to amend the Leander Springs PUD (Planned Unit Development) with base zoning districts of MF-2-A (Multi-Family) and GC-3-A (General Commercial) to update the language as it relates to phasing and timing of the development, reduce the total number of apartments, and modify the phasing requirements on two (2) parcels of land approximately 77.90 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R403524 and R051592; and generally located southwest of the intersection of 183A Toll Road and RM 2243, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0195 as described above.

Public Hearing opened at 6:24 p.m.; Public Hearing closed at 6:24 p.m.; following discussion.

Submitted via website in opposition of the request:
 Justin Darden 1021 Overlook Bnd, Leander, Texas 78641
 Terri Puckett 801 Overlook Bnd, Leander, Texas 78641

Motion to approve Zoning Case Z-25-0195.

By: Board Member Lantrip
 Seconded: Board Member Oliver

Vote: 7 - 0

12. Conduct a Public Hearing regarding Zoning Case Z-26-0212 to amend the current zoning of GC-2-C (General Commercial) and SFT-2-B (Single-Family Townhome) to adopt the Life Time Leander Minor PUD (Planned Unit Development) with the base zoning of LC-2-C (Local Commercial) on two (2) parcels of land approximately 14.037 acres ± in size, more particularly described by Williamson Central Appraisal District parcels R031386 and R031387; and located at 11675 Hero Way West, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-26-0212 as described above.

Public Hearing opens at 6:55 p.m.; Public Hearing closed at 6:55 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approved Zoning case Z-26-0212 with the modification that hours of operation are 8:00 a.m. -

10:00 p.m. for the uses with outdoor amplified sound and 4:00 a.m. - 12:00 a.m. for the main business.

By: Board Member Mahan
Seconded: Board Member Oliver

Vote: 7 - 0

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-26-0220 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) to adopt the Newton Nursery Minor PUD (Planned Unit Development) with the base zoning of LC-2-A (Local Commercial) on one (1) parcel of land approximately 5.018 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R516920; and generally located south of San Gabriel Parkway, approximately 800 feet west of the intersection with CR 270, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-26-0220 as described above.

Public Hearing opened at 7:10 p.m.; Public Hearing closed at 7:10 p.m.; following discussion.

No one wished to speak to speak in favor or opposition of the request.

Motion to approve Zoning Case Z-26-0220.

By: Board Member Lantrip
Seconded: Board Member Oliver

Vote: 7 - 0

REGULAR AGENDA

Chair Mahan reopened consent agenda due to scrivener's error of date on minutes posted. Minutes will be brought to the next meeting.

Motion to approve consent agenda items 7-10.

By: Board Member Oliver
Seconded: Board Member Lewis

Vote: 7 - 0

14. Adjournment
Meeting adjourned at 7:11 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Conduct a Public Hearing regarding Ordinance Case OR-26-0036 to amend the Composite Zoning Ordinance to update Article I, Section 6 to add definitions, modify Article III, Section 20 to update the use matrix, and update Article IV to add use standards for In-Home Day Care regulations, and to provide for related matters; Williamson & Travis Counties, Texas.

- Discuss and consider action regarding Ordinance Case OR-26-0036 as described above.

BACKGROUND:

This request is the second step in the ordinance process. A workshop with the City Council was held in April to discuss potential updates to the ordinance to provide clarification to the requirements for In-Home Day Care facilities. Currently, the Composite Zoning Ordinance allows for In-Home Day Care to take care of five (5) or fewer children. This use is allowed in all single-family residential zoning districts. Day Care Centers are allowed in the LC (Local Commercial) use component and all other more intense use components and allow for 12 or more children.

Texas Senate Bill 599 was passed September 1, 2025, with the intent to establish regulatory uniformity for In-Home Day Care. The City Building and Fire Codes regulating fire safety requirements for a family home are now preempted by the regulations established in Chapter 42, Texas Human Resources Code, and HHSC regulations, which are found in Title 26, Chapter 742, Texas Administrative Code (TAC).

Several options were discussed during the workshop with the City Council. Based on this discussion, staff developed updates to the code including:

1. Definition of In-Home Day Care
2. Allowance for up to an additional six children for after-school care with additional requirements:
 - a. Address parking
 - b. Maintain traffic flow
 - c. Provide hours of operation
 - d. Create standards for outdoor play areas.

EXISTING ORDINANCE REFERENCES:

COMPOSITE ZONING ORDINANCE – ARTICLE I, SECTION 6

Day Care Center means a child care facility that provides care less than 24 hours a day for more than twelve (12) children under age fourteen (14) and licensed by the State of Texas.

Dwelling means any building or portion thereof which is designed for or used exclusively for residential

purposes, including single-family, two-family and multi-family dwellings, but not including hotels, motels, campers, trailers, or other similar structures.

Dwelling Unit means a residential unit designed to accommodate one (1) household for living, sleeping, eating, cooking and sanitation.

COMPOSITE ZONING ORDINANCE – ARTICLE III, SECTION 1 SECTION 1: SFR – SINGLE-FAMILY RURAL

- a. **Statement of Intent:** The Single-Family Rural use component is intended for the development of single-family detached dwellings on lots one acre or larger in size and for other uses that are compatible and complimentary to large lot and very low density residential development. The purpose of this component is to provide regulations to preserve rural character and maintain and protect the City's single-family residences and neighborhoods in an area with larger lot sizes. This component is also intended to preserve the larger tracts of land for future economic development in accordance with the Comprehensive Plan, while permitting rural/agricultural uses on the land to continue.
- b. **Conforming Uses:** Certain uses listed in this use component may also need to be supported by an appropriate site component to be permitted. A building or premise shall be used only for the following purposes:
 1. Single-family dwelling of not less than sixteen hundred (1,600) square feet of living area; accessory dwelling with a minimum living area of four hundred (400) square feet; and a maximum living area of nine hundred (900) square feet or 40% of the gross living area of the primary dwelling, whichever is greater. However, for lots greater than three acres in size, there is no limit to the maximum size of the accessory dwelling.
 2. Community services including community center, civic organizations, fraternal organizations, and cemetery / mausoleum not including a crematory or embalming facilities
 3. Golf courses (public and private) and all associated improvements and activities, but not including miniature golf courses, golf practice ranges (unless associated with a golf course), or similar forms of commercial amusement
 4. Day care (in home) for 5 or fewer children
 5. Emergency services including fire, police and EMS stations
 6. Family Home and Group Home-Class 1
 7. Home occupations (see Article IV, Section 8 for Use Standards)

COMPOSITE ZONING ORDINANCE – ARTICLE III, SECTION 14 SECTION 14: LO – LOCAL OFFICE

- a. **Statement of Intent:** The Local Office use component allows for the development of small scale, limited impact office uses or similar uses which may be located adjacent to residential neighborhoods. Access should be provided by a commercial street or higher classification street. This component is intended to help provide for land use transitions from local or general commercial or from arterial streets to residential development.
- b. **Conforming Uses:** Certain uses listed in this use component may also need to be supported by an appropriate site component in order to be permitted. A building or premise shall be used only for the following purposes:
 1. Any residential use if such use was established on the property as of September 1, 2005, the effective date of this ordinance.
 2. Group Home-Class 3 with approval of a Special Permit, Family Home, Group Home-Class 1 and Group Home-Class 2.
 3. Community services including community center and civic and fraternal organizations.

4. Day care centers and group day care homes

**COMPOSITE ZONING ORDINANCE – ARTICLE III, SECTION 1
PARKING REQUIREMENTS**

d. Enclosed Garage and Parking

1. Dwelling units with three or more bedrooms and lots having an accessory dwelling: A minimum of two garage-enclosed parking spaces and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided per lot.
2. Dwelling units with two or less bedrooms and not having an accessory dwelling: A minimum of one garage-enclosed parking space and two additional off-street parking spaces (driveway may be counted toward provision of off-street parking) shall be provided for each lot.
3. Parking for other uses shall be provided in accordance with Art. VI, Sec. 3.

**COMPOSITE ZONING ORDINANCE – ARTICLE VI, SECTION 3
PARKING REQUIREMENTS**

CIVIC USES

Educational &Elementary Schools	greater of 1:4 seats in auditorium or 2:classroom
Daycare Secondary Schools, colleges	greater of 1:4 seats in auditorium or 10:classroom
Facilities Day Care Center	1:400 sq. ft.

PROPOSED ORDINANCE CHANGES

PROPOSED DEFINITIONS:

Day Care, In-Home is a child care operation provided within the caregiver’s personal residence. It may serve up to six (6) children under the age of fourteen (14), plus up to six (6) additional school-age children (ages five (5) to thirteen (13)) when additional requirements listed in this ordinance are met. The total number of children present at any time, including those legally related to or in the custody of the provider, may not exceed twelve (12). This use requires registration with the Texas Health and Human Services Commission.

PROPOSED STANDARDS

All in home day care facilities:

- All day care facilities must be licensed by the State and follow the basic rules required for these facilities.
- Outdoor play areas, playground equipment, and pools must be in the side or back yard. These areas must be screened from neighboring properties by a solid fence that is at least six (6) feet tall.
- Day care centers in residential neighborhoods can only be open from 6:00 a.m. to 7:00 p.m. Day cares in other types of zoning districts can be open at any hours unless another rule says otherwise.
- The home being used must still follow all the rules of this ordinance and must continue to look and feel like a normal house in the neighborhood.
- Parking areas must follow the rules in this ordinance and meet the parking standards listed in Article III.
- Any changes to the building, including outdoor play areas or additions, must follow the rules in this ordinance, and the home must continue to meet all requirements.

All In Home Day Care Facilities with the addition of an additional six (6) children:

- A permit is required if your in-home day care has more than six (6) children.

- A site plan that shows how cars will move during drop-off and pick-up times. Cars waiting in line cannot block driveways or intersections. If additional changes are made that increase the impervious cover, a site development permit.
- There must be off-street parking spaces for employees and visitors.
- Outdoor play areas must be on the side or back of the main house and must be at least twenty (20') feet away from the property line.

RESEARCH – SURROUNDING CITIES

	CEDAR PARK	GEORGETOWN	ROUND ROCK	TAYLOR	HUTTO	PFLUGERVILLE	LEANDER	LEANDER
Number of Children allowed	6 or fewer under 14, after school care for not more than 6 additional	6 or fewer under 14, plus no more than 6 children ages 5 to 13, no more than 12 at any time	6 or fewer	6 or fewer	6 or fewer	6 or fewer	5 or fewer	6 or fewer under 14, plus no more than 6 children ages 5 to 13, no more than 12 at any time
Site Improvement Requirements	Conditional Use requirement that there is adequate space provided on site for temporary parking, drop-off, and pick-up during peak times.	No	No	No	No	No	No	No
Can the garage be converted?	No	No	Yes	Special Use Permit required	Yes	Yes	No	No

HISTORY/TIMELINE:

04/16/2026 City Council Workshop
 05/28/2026 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

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

1. Approve the proposed Ordinance Amendments;
2. Deny the proposed Ordinance Amendments;
3. Approved the Planning & Zoning Commission recommendation to update the ordinance to allow a maximum of six (6) children as part of an in-home day care;or
4. Approve an alternative request that may include modifications to proposed Ordinance Amendments.

Staff recommends Option 1 listed above – approve the Ordinance Amendments.

The Planning and Zoning Commission recommended approval of up to six (6) children as part of an in-home day

care with a 5-1 vote (Commissioner Oliver opposing and Commissioner Bray recusing) during the May 28, 2026 meeting.

PRESENTER:

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

Attachments:

1. OR-26-0036 Att 1 Day Care Ordinance
2. OR-26-0036 Att 2 P & Z minutes 05/28/2026

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING THE COMPOSITE ZONING ORDINANCE TO UPDATE ARTICLE I, SECTION 6 TO ADD DEFINITIONS, MODIFY ARTICLE III, SECTION 20 TO UPDATE THE USE MATRIX, AND UPDATE ARTICLE IV TO ADD USE STANDARDS FOR IN-HOME DAY CARE REGULATIONS; PROVIDING A SEVERABILITY CLAUSE, AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Planning & Zoning Commission held a public hearing on the proposed amendments to Section 14.02.001, Article 14.02, Chapter 14, Leander Code of Ordinances (the “Composite Zoning Ordinance”), and forwarded its recommendation on the amendments to the City Council; and

WHEREAS, after publishing notice of the public hearing at least fifteen (15) days prior to the date of such hearing, the City Council at a public hearing has reviewed the proposed amendments and finds that the adoption of the amendments promotes the public health, safety, and welfare; and

WHEREAS, this ordinance is adopted pursuant to the City’s zoning authority;

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

SECTION 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. Amendment of Article I, Section 6. Article I, Section 6 of the Composite Zoning Ordinance is hereby amended to add the following definition:

Day Care, In-Home is a child care operation provided within the caregiver’s personal residence. It may serve up to six (6) children under the age of fourteen (14), plus up to six (6) additional school-age children (ages five (5) to thirteen (13)) when additional requirements listed in this ordinance are met. The total number of children present at any time, including those legally related to or in the custody of the provider, may not exceed twelve (12). This use requires registration with the Texas Health and Human Services Commission.

SECTION 3 Amendment of Article III, Section 1(b)(4). Article 1, Section 1(b)(4) of the Composite Zoning Ordinance is hereby amended in its entirety to read as follows:

(4) Day Care, In-Home

SECTION 4. Amendment of Article III, Section 20. Article III, Section 20 of the Composite Zoning Ordinance is hereby amended as follows. Language that is stricken through is repealed.

USE MATRIX																		
Use	SFR	SFE	SFS	SFU	SFC	SFL	CH	TH	NR	SFT	SFU/MH	TF	MF	LO	LC	GC	HC	HI
Day Care for 6 or fewer children	P	P	P	P	P	P					P	P		P	P	P	P	P
In Home Day Care for 6 or fewer children	P	P	P	P	P	P												
In Home Day Care for 12 or fewer children	P	P	P	P	P	P												

SECTION 5. Amendment of Article IV. Article IV of the Composite Zoning Ordinance is hereby amended to add the following section as Section 9 to read as follows and to renumber the existing Sections 9 through 13 to Sections 10 through 14:

SECTION 9. In-Home Day Care.

- (a) Intent. The intent of this section is to establish regulations for the operation of an In-Home Day Care that supports small-scale child care, preserves neighborhood character, and ensures compliance with state requirements. Dwellings that are modified to accommodate an In-Home Day Care must comply with the requirements of this ordinance applicable to the property upon which the dwelling is located.
- (b) General Requirements.
 - (1) All day care facilities shall be licensed by the State and meet the minimum requirements for such facilities.
 - (2) Outdoor play or instruction areas, playground equipment, and pools shall be located in the side or rear yards and screened from adjacent property by an opaque fence no less than six (6) feet in height.
 - (3) Day care facilities in residential zoning districts may only operate between the hours of 6:00 a.m. and 7:00 p.m. Hours of operation are not limited for day care facilities in other Non-Residential Zoning Districts unless otherwise stated in the ordinance.
- (c) In-Home Day Care Occupancy
 - (1) An In-Home Day Care serving six (6) or fewer children under the age of 14 is permitted without a permit.
 - (2) An In-Home Day Care serving up to an additional six (6) school-age children (age five (5) to thirteen (13)) are permitted if the following requirements are met:
 - i. A permit is required for an In-Home Day Care that exceeds six (6) children.

- ii. A site plan shall be provided demonstrating the traffic circulation during drop-off and pick up of children as part of the permitting process. Traffic queuing shall not block driveways or intersections. If additional improvements are required, a site development permit is required.
- iii. Off-street parking shall be provided for employees and visitors.
- iv. Outdoor play areas shall be located to the side or rear of the primary dwelling and shall be a minimum of twenty (20') feet from the property line.

SECTION 6. Conflicting Ordinances. The Composite Zoning Ordinance is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 7. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting zoning within the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 8. Severability. Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

SECTION 9. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Loc. Gov't. Code.

PASSED AND APPROVED on First Reading this the 18th day of June, 2026.
FINALLY PASSED AND APPROVED on this the 2nd day of July, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS:

 Dara Crabtree, City Secretary

 Na’Cole Thompson, Mayor



**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, May 28, 2026
Regular Meeting at 6:00 PM



Place 1 – Donnie Mahan, Chair
Place 2 – Joseph Morales
Place 3 – Karen Lewis
Place 4 – Jay Coats

Place 5 – James Oliver
Place 6 – Laura Lantrip, Vice-Chair
Place 7 – Tyler Bray
Staff Liaison – Robin Griffin

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners were present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the May 21, 2026 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 6, 7, 9, 10, and 11.

By: Board Member Bray
Seconded: Board Member Oliver

Vote: 7 - 0

Motion to deny consent agenda item 8 for further legal review.

By: Board Member Bray
Seconded: Board Member Oliver

Vote: 4-3 Board Member Lewis, Board Member Lantrip, Board Member Oliver.

6. Approval of the minutes for meetings held on April 23, 2026 and May 14, 2026.
7. Approval of the extension of the application expiration for Subdivision Case FP-24-0202 Hub Commercial Short Form Final Plat; on one (1) parcel of land 3.978 acres ± in size; more particularly described by Williamson Central Appraisal District parcel R346169, generally located southeast of the intersection of 183A Toll Road and Hero Way, Leander, Williamson County, Texas.
8. Approval of the extension of the application expiration for Subdivision Case PICIP-24-0124 Bagdad Retail Outlet Construction Plans; on one (1) parcel of land 2.044 acres ± in size; more particularly described by Williamson Central Appraisal District parcel R031686, generally located northeast of the intersection of N. Bagdad Road and Middle Brook Drive, Leander, Williamson County, Texas.
9. Approval of the extension of the application expiration for Subdivision Case PICIP-24-0140 Messina Commercial Construction Plans; on three (3) parcels of land 2.05 acres ± in size; more particularly described by Williamson Central Appraisal District Parcels R032239, R616531, and R616532, generally located northeast of the intersection of US 183 and Huddleston Road, Leander, Williamson County, Texas.
10. Approval of the extension of the application expiration for Subdivision Case PICIP-24-0184 Hub Commercial Development; on one (1) parcel of land 3.978 acres ± in size; more particularly described by Williamson Central Appraisal District parcel R346169, generally located southeast of the intersection of 183A Toll Road and Hero Way, Leander, Williamson County, Texas.
11. Approval of the extension of the application expiration for Site Development Case SD-24-0285 Hub Commercial; on one (1) parcel of land 3.978 acres ± in size; more particularly described by Williamson Central Appraisal District parcel R346169, generally located southeast of the intersection of 183A Toll Road and Hero Way, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

12. Conduct a Public Hearing regarding Ordinance Case OR-26-0036 to amend the Composite Zoning Ordinance to update Article I, Section 6 to add definitions, modify Article III, Section 20 to update the use matrix, and update Article IV to add use standards for In-Home Day Care regulations, and to provide for related matters; Williamson & Travis Counties, Texas. Applicant: City of Leander.

- Discuss and consider action regarding Ordinance Case OR-26-0036 as described above.

Public Hearing opened at 6:11 p.m.; Public Hearing closed at 6:11 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Board Member Bray recused at 6:23 p.m.

Motion to approve Ordinance Case OR-26-0036.

By: Board Member Oliver

Seconded: Board Member Mahan

Vote: 2 - 4 Board Member Lantrip, Board Member Morales, Board Member Lewis, Board Member Coats

Motion failed.

Motion to approve Ordinance Case OR-26-0036 to approve six (6) children and update the draft ordinance to remove the extra requirements for day care with twelve (12) children.

By: Board Member Morales
Seconded: Board Member Lantrip

Vote: 5 - 1 Board Member Oliver

REGULAR AGENDA

13. Adjournment
Robin Griffin received confirmation from Legal that multiple extensions are allowed specific to Subdivision Applications only. Commission took motion to approve consent agenda item 8 at 6:29 p.m.

Motion to approve consent agenda item 8.

By: Board Member Lantrip
Seconded: Board Member Lewis

Vote: 7 - 0

Meeting adjourned at 6:30 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Conduct a Public Hearing regarding the acceptance of the Fiscal Year 2026 Capital Improvement Program (CIP) list of projects approved for funding in the Fiscal Year 2026 Annual Budget.

- Discuss and consider action 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.

BACKGROUND:

The City of Leander's Capital Improvement Program (CIP) is a rolling, annual five (5) year plan looking outward to ten (10) years, spanning Fiscal Year 2026 through Fiscal Year 2035. The CIP list of projects outlines necessary capital projects which have been researched, submitted, and reviewed by City staff and consultants, based on master planning efforts, need, priority, and funding. Projects include municipal facilities, parks and recreation, drainage, transportation, water, and wastewater infrastructure as well as purchases of land or major equipment.

As noted in the CIP document, projects totaling \$19.5 million in anticipated costs are rolling forward from Fiscal Year 2025 to Fiscal Year 2026, while projects totaling in excess of \$265 million dollars in anticipated costs are planned, programmed, and recommended for funding for Fiscal Year 2026 through Fiscal Year 2030. Additional funding in excess of \$558 million is anticipated to be needed to address the funding requirements for all projects anticipated through Fiscal Year 2035. It is important to note that these funding requirements will change as projects are completed and as projects are added to the CIP Program. These changes will be captured as the CIP Program is developed and presented to the City Council for adoption annually.

This CIP Booklet was developed taking the following approach:

- Each City department reviewed their needs and developed a short list of their top priorities to refresh the Capital Improvements Plan (CIP).
- Departmental Subject-Matter Experts reviewed, evaluated, and scored proposed projects based upon pre-determined prioritization methodologies and criteria.
- CIP ranking committee reviewed and evaluated the highest scoring proposed projects with the assistance of a City Council committee to develop a more comprehensive list, using the CIP evaluation matrix.
- CIP Team and Finance Department developed a project list based upon available funding, project readiness and other considerations.

Planning & Zoning Commission reviewed and provided feedback.

Staff is now seeking City Council input related to the recommended projects and program for Fiscal Year 2026 through Fiscal Year 2035 and is seeking City Council approval of the CIP Program and adoption of CIP Fiscal Year 2026 Budget.

HISTORY/TIMELINE:

- 01/31/2025 – City Council Winter Retreat – CIP Review and kick-off for Fiscal Year 2026 (FY26) Capital Improvements Program (CIP)
- 03/28/2025 – Submission of Proposed Projects for FY26 CIP from all Departments
- 05/01/2025 – Ranking of Proposed Projects for FY26 CIP completed
- 07/02/2025 – Evaluation Matrix of Ranked Proposed Projects for FY26 CIP completed
- 07/24/2025 - Workshop to discuss the FY26 CIP with the Planning & Zoning Commission (P&Z)
- 10/09/2025 - Planning & Zoning Commission approved the FY26 CIP book with an emphasis on projects related to the Golf Course, Fire Department, Parks, and Transportation
- 04/24/2026 - City Council Retreat discussion the CIP program, status of current projects, planned scheduled projects, unfunded projects, and direction of the City's projected debt capacity
- 05/21/2026 - Presented the Fiscal Year 2026 CIP plan, processes, and list of proposed projects

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the Fiscal Year 2026 CIP list of projects approved for funding in the Fiscal Year 2026 Annual Budget.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$265,501,711
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	
<u>Fund source (Operating / Utility / etc.):</u>	Multiple

Attachments:

1. CIP Ranking System Summary
2. Master Plans and Prioritization Method
3. 10-9-2025 P & Z minutes

**City of Leander
Capital Improvements Plan (CIP)
Ranking System Summary**

A. Definition

Section 10.09. Capital Improvements Program. of the City of Leander City Charter requires that the City Council adopt a Capital Improvements Plan (CIP). Construction of capital projects is required to conform with the CIP. The CIP may be amended at any time and must be reviewed and considered for amendment by the City Council not less often than every two (2) years.

The CIP is a multi-year plan that helps to ensure achievement of City Council goals and objectives. It provides for the development, modernization, or replacement of physical infrastructure. To be included in the CIP, projects must meet the following criteria:

- Be a minimum of \$200,000 in estimated costs,
- Be nonrecurring,
- Provide a minimum benefit of five (5) years, and
- Be an addition to the City's capital assets.

Capital improvements include, but are not limited to, roads, utilities, technology, and municipal facilities.

B. Goal

The CIP will have a minimum planning horizon of five (5) years and provides the basis to identify, evaluate, schedule, and fund infrastructure improvement needs of the community. Included in the CIP will be:

- Summaries of each of the capital projects,
- Estimated costs for each of the capital projects,
- Schedules for the improvements associated with each of the capital projects,
- Sources of fundings for each of the capital projects, and
- Recurring, annualized expenses anticipate for each of the capital projects upon completion.

CIP projects will be prioritized and scheduled into a yearly plan based on the Project Evaluation Matrix included herein. Because Leander is a vibrant and quickly evolving community, this CIP is intended to be reviewed annually to reaffirm, revise, or reprioritize capital improvement projects.

C. Prioritization

A Project Evaluation Matrix has been developed to rank eligible capital projects. Each proposed project must first be classified as a CIP project pursuant to *Section A. Definition*. Qualifying projects will be then evaluated based on six (6) specific evaluation categories with

a score being assigned that measures the degree to which each of categories is achieved. The scores are then tallied and a Total Score calculated that serves as the basis for project ranking. The higher the score, the higher the priority. Based upon the project ranking scores, available funding, and legacy costs post construction, the projects are organized into yearly project groups for the CIP planning horizon.

D. Project Types

After the overall CIP score is assigned, each project will be realigned based on the project type and project funding source. These types of projects would include water, wastewater, transportation, parks and recreation, golf, drainage, economic development, and municipal facilities.

E. Project Readiness

Project readiness is the degree to which a given project will be ready to commence pursuant to the applicable CIP including considerations for available funding and project scheduling. This specifically refers to the level of completeness for all the ancillary and necessary supporting components like land acquisition, easement dedication, off-site infrastructure, and design documents. Each project in the CIP will include a component to indicate its project readiness to be considered in the scoring scale for all project evaluation categories.

F. Project Funding

On an annual basis, funds for CIP projects will be limited based on the City's bonding capacities and other financial resources. A level of funding for the different project types will eventually be developed to determine the annual scope of the CIP. Projects identified in the CIP will be funded by differing sources from various funds. General Obligation Bonds (GO), Certificates of Obligation (CO), Revenue Bonds, Direct Funding (Pay-Go), Cooperative Efforts, Impact Fees, and Grants are a few of the different sources of funding the CIP projects. The projects will be evaluated for the source(s) of funding identified.

G. Project Scheduling

Project schedules will be developed based on the availability of funding and project ranking. The schedules will determine where the project fits in the multi-year plan. Qualified projects for which funding has not been identified within the multi-year plan will be listed as "Future Funded" to ensure that they are reevaluated annually and are officially identified projects for the purpose of grant funding opportunities and to comply with other State legislative requirements.

H. CIP Document

A final CIP document will be produced that reflects the formally adopted CIP. This document will be updated and reproduced as the CIP is revised.

Project Evaluation Categories

1. Operational Capacity

Description:

Due to growth pressures throughout the community, capital improvements projects are needed to address a variety of objectives like increased demands for services, managed growth, and economic development. This applies to expanding the capacity of existing infrastructure as well as building new infrastructure.

Considerations:

The score could be based on answers to the following example question(s):

- a. If an existing facility, to what degree is demand exceeding capacity?
- b. Are there other means by which services might be provided?
- c. Will the project provide equitable service delivery within the community?
- d. Is the project consistent with appropriate Master Plans or Long-Range Plans?

Scoring Scale:

1	2	3	4	5	6	7	8	9	10
No Capacity Added				Neutral Capacity Impact					Significant Added Capacity

2. Economic Development

Description:

Increasing the marketability and/or development potential of one or more properties. The project may also support one or more community economic development goals and objectives referenced in the Comprehensive Plan, an Economic Development Strategic Plan, or any other relevant City Council adopted plan or policy.

Considerations:

The score could be based on answers to the following example question(s):

- a. Does the project have the potential to promote economic development in an undeveloped or underdeveloped area of the City?
- b. Does the project implement plans or policy documents adopted or endorsed by the City Council?
- c. Will the project promote or elevate the economic activity within the Town Center or other pre-existing part of the community?
- d. Will the project benefits improve or enhance public safety services that help to protect property and investments?

Scoring Scale:

1	2	3	4	5	6	7	8	9	10
No Benefit				Moderate Benefit					Significant Benefit

3. Public Safety

Description:

Direct or indirect improvements to public safety, either by reducing known/existing safety hazards, or mitigating a potential hazard that may negatively impact the general public if not addressed. Public safety typically includes police service, fire service, transportation, water supply, sanitary sewer, fire flow, and flood control.

Considerations:

The score could be based on answers to the following example question(s):

- e. Does the project directly impact public safety for the community?
- f. Does the project enhance City-side safety levels?
- g. Does the project proactively mitigate a hazardous community?
- h. Will the project promote community resiliency in the event of an incident?
- i. What is the degree of seriousness of the public safety issue(s) being addressed?

Scoring Scale:

1	2	3	4	5	6	7	8	9	10
No Impact				Moderate Impact					Significant Impact

4. Quality of Life/Image

Description:

Improvements to Leander’s quality of life by providing recreational opportunities, promoting local heritage, preserving historic resources, enhancing community aesthetics, or conserving natural resources. Typically, this would include projects such as public parks, recreation centers, athletic fields, community gateways, and hike and bike trails.

Considerations:

The score could be based on answers to the following example question(s):

- j. Does the project enhance the living experience for community residents?
- k. Will the project attract new residents and businesses to the City?
- l. Does the project improve the appearance and image of the City?
- m. Does the project contribute to a sense place or cultivate a sense of community?

Scoring Scale:

1	2	3	4	5	6	7	8	9	10
No Affect				Moderate Affect					Significant Affect

5. Balanced Community

Description:

Capital projects that provide adequate infrastructure capacity and reliable water supplies to facilitate fiscally balanced development and provide equitable service levels throughout the City. These projects would include replacement and upgrades to existing infrastructure to sustain existing development, creating capacity for targeted areas to facilitate desired development, constructing municipal facilities to provide consistent levels of service community, and expanding potable water supply.

Considerations:

The score could be based on answers to the following example question(s):

- n. Degree to which the project creates potential to promote desired development in a targeted area?
- o. Does the project sustain economic viability within an existing, developed area?
- p. Is there a service inequity that is addressed?

Scoring Scale:

1	2	3	4	5	6	7	8	9	10
Low Level of Need				Project Divided by Levels of Need Provided					High Level of Need

6. Environmental Management

Description:

Projects that are expected to fulfill the City's obligations and responsibilities to mitigate impacts to the natural environment, create a functional interface between the built and natural environment, conserve unique natural features, and preserve areas of historical and cultural significance.

Typical projects in this category would include items like flood control, natural corridor preservation, nature trail construction, roadway intersection enhancements, and multi-modal transportation systems.

Considerations:

The score could be based on answers to the following example question(s):

- q. Does the project address regulatory requirements?
- r. Does the project increase roadway efficiency and reduce traffic congestion?
- s. Degree to which natural amenities and features are cultivated as public amenities that enhance livability and quality of life?

Scoring Scale:

1	2	3	4	5	6	7	8	9	10
No Impact				Moderate Impact					Significant Impact

Master Plans and Studies

- Transportation Master Plan
- Parks and Recreation Master Plan
- US 183 Corridor Study
- Old Town Master Plan
- Ronald Reagan Corridor Study
- Wastewater Master Plan
- Water Master Plan

Prioritization Methodology:

Wastewater: Project prioritized and listed as follows: Regional Obligation Project > Current Design Phase Project > Fire/Safety/Ops Identified Project > Master Plan Project (Water CIP Update). Master

Plan project ranking has been updated considering economic development. See details below. For wastewater master plan project ideally best to start project within the timeframe listed on the master plan, not later to make sure needed capacity are available on time.

Future land use

Based on Future Land Use map and feedback from City Planners and Economic Development, ranking based on land use type was created as below. Highest priority was given to Employment Center and lowest was given to residential.

Employment Center	10
Priority Commercial Corridor	8
Activity Center	6
Commercial Corridor	4
Activity Center	3
Others including residential	2
Completed Project. No score	0

Master Planned projects

Master Planned projects have been prioritized based on the hydraulic design and capacities needed. The existing and known development projects were at the highest priority based on feedback from Planning at the time of Masterplan. This priority was not based on land use but based on what is expected in near term. All other areas were assumed to be for distant future. For details, see masterplan.

Existing	10
5 year	8
10 year	6
20 year	4
Completed Project. No score	0

Coverage of new area of growth

Since the goal is to cover more land area that is part of city's obligation to be the WW service provider, new projects that capture new areas are put at higher priority. Building new areas as city is not fully developed also has higher advantages compared to investing on existing infrastructures. Especially for wastewater where its gravity flow and interceptors may need to be run through private properties per topography. This helps acquisition and future planning.

Existing line	0
New line to capture service areas	3

Water: Project prioritized and listed as follows: Regional Obligation Project > Current Design Phase Project > Fire/Safety/Ops Identified Project > Master Plan Project (Water CIP Update). No change on master plan project ranking. For fire safety ops, ranking is done in general following below ranking orders for water projects under this category.

- 1) Project area with significant ongoing issues and concern of health and safety and permit due to presence of old pipes.
- 2) Project area with Fire flow issue and ongoing operation issue with aging infrastructure.
- 3) Fire flow project area.
- 4) Aging infrastructure with operation issues.
- 5) Other Projects that are identified from operation to enhance or improve the operation and system resilience. tab for ranking details within this category.

CIP Transportation Projects

condolences

Scoring Methodology

3/4/2025

Objectives	Criteria	Measures	Score*
			* Of the total points available per criterion, how well does the project achieve the measure. The higher the points the better the statement is met.
1 Safety		"The project (is) ..."	25 possible points
	1a Reduce crash frequency and severity	Improves roadway segments or intersections with elevated crash history ~Looking for areas with reported crash history on the TxDOT Cris Query Heat Map and whether the improvements would correct safety concerns	8
	1b Improve substandard roadways	Improves substandard roadway width, lanes, turn lanes, street lighting, etc. ~Whether improvements would have a direct impact on safety	8
	1c Increase pedestrian safety	Constructs missing sidewalk, curb ramps, marked crosswalks, or pedestrian signals ~Whether improvements would have a direct impact on safety	6
	1d Shorten emergency service response time	Enhances or creates a new emergency services route ~New given given more points than enhancing	3
			25
2 Mobility			20 possible points
	2a Enhance roadway network per TMP	Included as a highly ranked roadway in the TMP ~Either an important arterial for mobility or a high priority project in the TMP; higher points for arterials than collectors and TMP over studies.	7
	2b Reduce travel delay and congestion	Includes additional lanes, adds or lengthens turn lanes, adds traffic signal, or improves signal timing ~Whether the improvements would have a direct impact on travel time or a parallel route	7
	2c Enhance connectivity for all modes	Fills in gaps of sidewalk or shared-use path, or adds an enhanced pedestrian crossing ~For non-existent routes to be completed	4
	2d Provide ADA accessible pedestrian routes	Enhances pedestrian routes in compliance with ADA and PROWAG requirements ~Existing routes to be improved	2
			20
3 Growth/ Economic Development			15 possible points
	3a Enhance major corridors per TMP	Located along a highly ranked arterial corridor in the TMP ~Looking the TMP and Comprehensive Plan future land use	5
	3b Enhance economic growth opportunity	Located in an area of high potential for economic growth particularly in the near term ~Looking the current zoning and current development on the ground and known development interest	5
	3c Enhance regional growth	Identified as a highly ranked roadway in a regional or county-wide plan ~Looking at the county and state plans	3
	3d Enhance partnerships	Project is a part of an ongoing partnership or catalyst for future public or private partnership ~Looking at known public and private partnerships	2
			15
4 Project Readiness			15 possible points
	4a Continuation of phased projects	Project is the next phase of a planned priority roadway project ~The next phase of planned corridor or part of a phased recommendation plan	3
	4b Funding commitments	Funding is committed in the near term with time-sensitive binding agreement or stipulations ~Known committed funding	4
	4c Short timeframe to construction	Planning and design efforts are complete and ready for construction ~Design complete, partial for schematic or planning level done, and partial for 60%	4
	4d Support critical development projects	Project is essential to the success of a high profile development or economic development commitment ~Known projects that are dependent on the CIP project; known TIA mitigations given some points	4
			15
5 Physical Condition			15 possible points
	5a Replace failed infrastructure	Existing roadway or critical elements are in poor condition ~Points for failing LOS and failing physical condition	5
	5b Update infrastructure to current standard	Existing roadway elements are substandard ~Improvements upgraded to standards	5
	5c Extend infrastructure service life	The usefulness of the existing roadway can be extended cost-effectively without investing in complete replacement ~Points for extending physical condition service life and the intersection functionality service life	5
			15
6 Equity			10 possible points
	6a Balance improvements across the city	Located in older parts of the city with limited opportunity for developer driven roadway improvements ~Whether in an established part of the City with limited development or redevelopment opportunities	2
	6b Utilize funds for each RIF Service Area	Risk of RIF funds not being spent in this RIF Service Area; Located in an underserved service area ~Looked at \$ collected per service area and the service area with the highest \$ amount is the area with the highest amount of not using all of the available funds. A=5, B/C=3, D/E=1	5
	6c Improve accessibility for all users	Improves substandard pedestrian facilities into compliance with ADA and PROWAG requirements ~Whether improvements impacts ADA compliance	3
			10
			100 100 total possible

CIP Facilities Projects

(Short Term)

Scoring Methodology

Objectives	Criteria	Measures	Score*
1 Safety/Compliance			25 possible points
1a	Local, State, Federal Regulation or Industry-Specific Standards (Health Safety, Compliance)	Must comply with various laws and regulations, standards, rules, building codes, or industry-specific safety standards. Level of public, media, or regulatory attention. Insurance or Legal exposure. Violation of building codes, egress rules, fire safety, etc.	8
1b	Safety Risk Manager Assessment	Safety Risk Manager identified a hazard or likelihood of accident occurring based on the nature of the operations, facility age, condition of equipment, etc. Accident reports or near misses	8
1c	Urgency of Response	Time sensitive issue (imminent failure, legal deadline), number of employees, visitors, or operations affected. Cost of inaction (emergency repairs injury claims, business interruption)	6
1d	Environmental Risks	Non-compliance could result in environmental risk, penalties, and/or reputational damage.	3
			25
2 Staff Capacity			20 possible points
2a	Operational Demand and Workload	Number of staff exceeds comfortable work space	8
2b	Current space utilization	Square footage per employee vs. industry benchmarks (GSA and BOMA standards). Factor how far out of spec the workplace is.	6
2c	Functional Impact on Operations	Degree to which space constraints are impeding core functions (collaboration, privacy, equipment use, etc.)	6
			20
3 Operational Disruptions			20 possible points
3a	Frequency and Severity of Disruptions	Number of disruptions per month and their impact level. Factor in cost impacts to such disruptions	6
3b	Impact on Core services	Disruption impairs the delivery of essential public services or internal operations	8
3c	Staff morale and productivity impact	Complaints received linked to facility issues (e.g. outages, backups, HVAC failures)	6
			20
4 Physical Condition/Maintenance			20 possible points
4a	Facility Age/Condition	Infrastructure integrity - wear and tear could pose safety risk such as aging electrical, outdated fire suppression or deteriorating structural integrity	4
4b	Maintenance and Upkeep	Needs immediate repairs or has a history of maintenance problems which can increase the likelihood of non-compliance or safety hazards.	5
4c	Extend infrastructure service life	The usefulness of the existing facility can be extended cost-effectively without investing in complete replacement	5
4d	Frequency and Severity of Repairs	Number of service calls, breakdowns, or emergency work orders over the past year. Impace of condition/repairs on operations.	6
			20
5 Project Readiness			15 possible points
5a	Space available to perform the project	Land, space, or right-of-way is available	5
5b	Permitting	Status of required permits and their estimated lead time (e.g. zoning, environmental, building)	5
5c	Bid, RFP, Contract in Place	Project is essential to the success of a high profile development or economic development commitment	5
			15
			100 100 total possible

* Of the total points available per criterion, how well does the project achieve the measure. The higher the points the better the statement is met.



**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, October 9, 2025
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – Joseph Morales
Place 3 – Karen Lewis
Place 4 – Vacant**

**Place 5 – James Oliver, Chair
Place 6 – Laura Lantrip
Place 7 – Vacant
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order.
Meeting was called to order at 6:00 p.m.
2. Roll Call.
All commissioners were present.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the September 18, 2025 and October 2, 2025 meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 6-12.

By: Board Member Morales
Seconded: Board Member Lewis

Vote: 5 - 0

6. Approval of the minutes for meeting held on September 11, 2025.
7. Approval of the Subdivision and Site Development Application Forms pursuant to Article II, Section 20 (f) of the Subdivision Ordinance and Article IX, Section 9 (a) (1) c. of the Composite Zoning Ordinance; Leander, Williamson & Travis Counties, Texas.

8. Approval of the extensions of the application expiration for Subdivision Case FP-23-0079 Russi Replat; on one (1) parcel of land 9.186 acres ± in size; more particularly described by Travis Central Appraisal District Parcel 354066, generally located approximately 2,500 feet east of the intersection of Round Mountain Road and Flukes Lane, Leander, Travis County, Texas.
9. Approval of the extension of the application expiration for Subdivision Case FP-23-0081 Gabriels Horn Development; on five (5) parcels of land 16.372 acres ± in size; more particularly described by Williamson Central Appraisal District Parcels R473804, R500871, R022218, R655765, and R500872, generally located northwest of the intersection of Ronald W. Reagan Boulevard and Gabriel's Horn Road, Leander, Williamson County, Texas.
10. Approval of the extension of the application expiration for Subdivision Case PICP-23-0079 regarding Gabriels Horn Development on five (5) parcels of land 16.372 acres ± in size, more particularly described by Williamson County Appraisal District Parcels R473804, R500871, R022218, R755765, and R500872, generally located northwest of the intersection of Ronald W. Reagan Boulevard and Gabriel's Horn Road, Leander, Williamson County, Texas.
11. Approval of the extension of the application expiration for Site Development Case SD-24-0196 Harvest Retreat; on one (1) parcel of land 9.996 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R332409, commonly known as 14751 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
12. Approval of the extension of the application expiration for Site Development Case SD-24-0212 Founders Classical Academy Leander School Addition; on three (3) parcels of land 9.02 acres ± in size; more particularly described by Williamson Central Appraisal District Parcels R036500, R036501, and R036502, commonly known as 1303 Leander Drive, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

13. Conduct a Public Hearing and consider action regarding Zoning Case Z-25-0192 to amend the Journey Bible Church Planned Unit Development (PUD) with base zoning of LO-2-A (Local Office) to include a base zoning district of LC-2-A (Local Commercial) on two (2) parcels of land approximately 3.0 acres ± in size, more particularly described by Williamson Central Appraisal District Parcels R668974 and R668975; and generally located approximately 300 feet east of the intersection of Bull Nettle Drive and Journey Parkway, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-25-0192 as described above.

Public Hearing opened at 6:03 p.m.; Public Hearing closed at 6:03 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve the Zoning Case Z-25-0192.

By: Board Member Lantrip
 Seconded: Board Member Lewis

Vote: 5 - 0

14. Conduct a Public Hearing and consider action on the Fiscal Year 2026 Capital Improvement Program (CIP).

- Discuss and consider action regarding Fiscal Year 2026 Capital Improvement Program (CIP).

Public Hearing opened at 6:14 p.m.; Public Hearing closed at 6:14 p.m.; following discussion.

No one spoke in favor or opposition of the request.

Motion to approve the Fiscal Year 2026 Capital Improvement Program (CIP).

Vote: 5 - 0

REGULAR AGENDA

- 15. Adjournment
Meeting adjourned at 6:28 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Discuss and consider action on an Ordinance regarding a request for a variance to allow the sale of alcoholic beverages to occur within 300 feet of church, school, or hospital on one (1) parcel of land, more particularly described by Williamson Central Appraisal District Business Personal Property Parcel P513515; commonly addressed as 901 Crystal Falls Parkway, Suite 101, Leander, Williamson County, Texas.

BACKGROUND:

Nicks Breakfast and Coffee restaurant is requesting a variance to Section 4.06.005 of the City of Leander Code of Ordinances, which prohibits the sale of alcoholic beverages in a place of business which is located within 300 feet of a church, public school, or public hospital. Nicks Breakfast is requesting this variance so that the restaurant can be allowed, subject to Texas Alcohol and Beverage Commission approval, to sell beer and wine for on-premise consumption.

Nicks Breakfast and Coffee restaurant is located at 901 Crystal Falls Parkway, Suite 101. Valor Leander Charter School is located at 906 Crystal Falls Parkway and is considered by the Texas Education Association to be a public school. The distance between Nicks Breakfast and Coffee and Valor Leander Charter School, as measured from property line to property line, is 157 feet, which is less than the required 300-foot separation requirement. Valor Leander Charter School has provided a letter of no objection to this variance request, which is included as an attachment to this item.

The City Council established the variance procedure, as granted by V.T.C.A., Alcoholic Beverage Code § 109.33(e), which allows variances to be requested for City Council consideration. Please see citation below for more information.

Alcoholic Beverage Code § 109.33(e).

(e) The commissioners court of a county or the governing board of a city or town that has enacted a regulation under Subsection (a) of this section may also allow variances to the regulation if the commissioners court or governing body determines that enforcement of the regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the court or governing board, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community.

The attached ordinance contains proposed conditions to the variance (if granted), which are subject to Council's review, agreement, approval or modification. The effect of the conditions would be to limit the approval of the variance (if granted) for Nicks Breakfast and Coffee for on-premise beer and wine sales and consumption only. Any future tenants or establishments would need to request a variance to allow for on-premise alcohol sales and consumption at this location.

The attached ordinance also contains proposed findings that enforcement of the prohibition in this particular instance creates an undue hardship on the applicant and constitutes waste or inefficient use of land. However, the

proposed findings are subject to Council’s review, agreement, and approval, or modification, in the event Council decides to grant the variance request.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Nikollas Arapi, owner of Nick's Breakfast and Coffee

RECOMMENDATION:

- Should City Council allow the variance, staff recommends the following conditions be included in the ordinance approving the variance:
 - Provide that the issued variance is non-transferable.
- No outdoor signage advertising alcohol shall be allowed.

To approve the variance, Council must find that enforcement of the distance regulations do at least one of the following:

- Is not in the best interest of the public in this particular instance.
- Constitutes waste or inefficient use of land or other resources.
- Creates an undue hardship on an applicant for a license or permit.
- For any other reason, the Council, after consideration of the health, safety, and welfare of the public and the equity of the situation, determines what is in the best interest of the community.

Staff supports granting the variance as there is not a foreseeable traffic impact by the addition of alcohol sales at this location; the establishment is currently operating 7:00 a.m. - 3:00 p.m with only breakfast and lunch service; Valor Leander Charter School has provided a letter of no objection to the variance request.

PRESENTER:

Brad Barrett, Assistant City Attorney

Fiscal Impact

Attachments:

1. Ordinance Alcohol Sales Distance Variance
2. Aerial Distance Map
3. Request to City Council
4. Valor Letter of No Objection

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER GRANTING A VARIANCE TO THE PROHIBITION AGAINST THE SALE OF ALCOHOIC BEVERAGES WITHIN 300 FEET OF A CHURCH, PUBLIC OR PRIVATE SCHOOL, OR PUBLIC HOSPITAL; ESTABLISHING CONDITIONS FOR THE VARIANCE; PROVIDING FOR OPEN MEETINGS AND EFFECTIVE DATE CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, Section 4.06.005 of the City of Leander (the “City”) Code of Ordinances (the “Code”) prohibits the sale of alcoholic beverages within 300 feet of a church, public or private school, or public hospital (the “Regulation”); and

WHEREAS, Section 4.06.05 of the Code and Section 109.33(e) of the Texas Alcoholic Beverage Code provide that the City Council may allow a variance to the Regulation if the City Council determines that enforcement of the Regulation in a particular instance is not in the best interest of the public, constitutes waste or inefficient use of land or other resources, creates an undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the court or governing board, after consideration of the health, safety, and welfare of the public and the equities of the situation, determines is in the best interest of the community; and

WHEREAS, by letter dated May 12, 2026, the M&N Restaurant Services, LLC (the “Applicant”) applied for a variance to the Regulation to allow for the sale of beer and wine for on premise consumption in a restaurant operating under the name “Nicks Breakfast and Coffee” (the “Restaurant”) that the Applicant operates in the unit located at 901 Crystal Falls Parkway, Suite 101, Leander, TX 78641, generally shown in **Exhibit A** (the “Property”), which is located within 300 feet of public school; and

WHEREAS, the City Council considered the application at a public meeting held on June 18, 2026; and

WHEREAS, the City Council hereby finds and determines that enforcement of the prohibition in this particular instance creates an undue hardship on the applicant and constitutes waste or inefficient use of land; and

WHEREAS, the City Council further finds that conditions placed on the variance herein are reasonable and necessary for the best interest of the community;

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

Section 1. Findings of Fact. The foregoing recitals are hereby found to be true and correct

and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Variance Granted; Conditions of the Variance.

- (a) A variance from the Regulation is hereby granted for the Restaurant that is located on the Property; provided that the following conditions must be met at all times that alcoholic beverages are sold on the Property:
- (1) This variance applies only to the Applicant and the Restaurant and does not transfer to a subsequent owner or the Restaurant, lessee, or owner of the Property.
 - (2) This variance is granted for the sale of beer and wine for on premise consumption only.
 - (3) Failure to comply with the conditions set forth in Section 2(a) results in immediate suspension of the variance.
 - (4) The terms “restaurant” when used in this Ordinance shall be defined as follows: A Restaurant shall be defined as an establishment engaged in the preparation and retail sale of food and beverages for primarily on-premises sale or consumption. This term includes facilities typically referred to as diners, cafes, cafeterias, dinner-houses, coffee shops, bakeries, and ice cream parlors, but does not include fast food restaurants or drive-through services. For restaurants licensed to serve alcoholic beverages, the gross receipts for alcoholic beverages shall not exceed sixty percent (60%) of the total gross receipts.

Section 3. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov’t. Code*.

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 this the 18 day of June, 2026.

ATTEST:

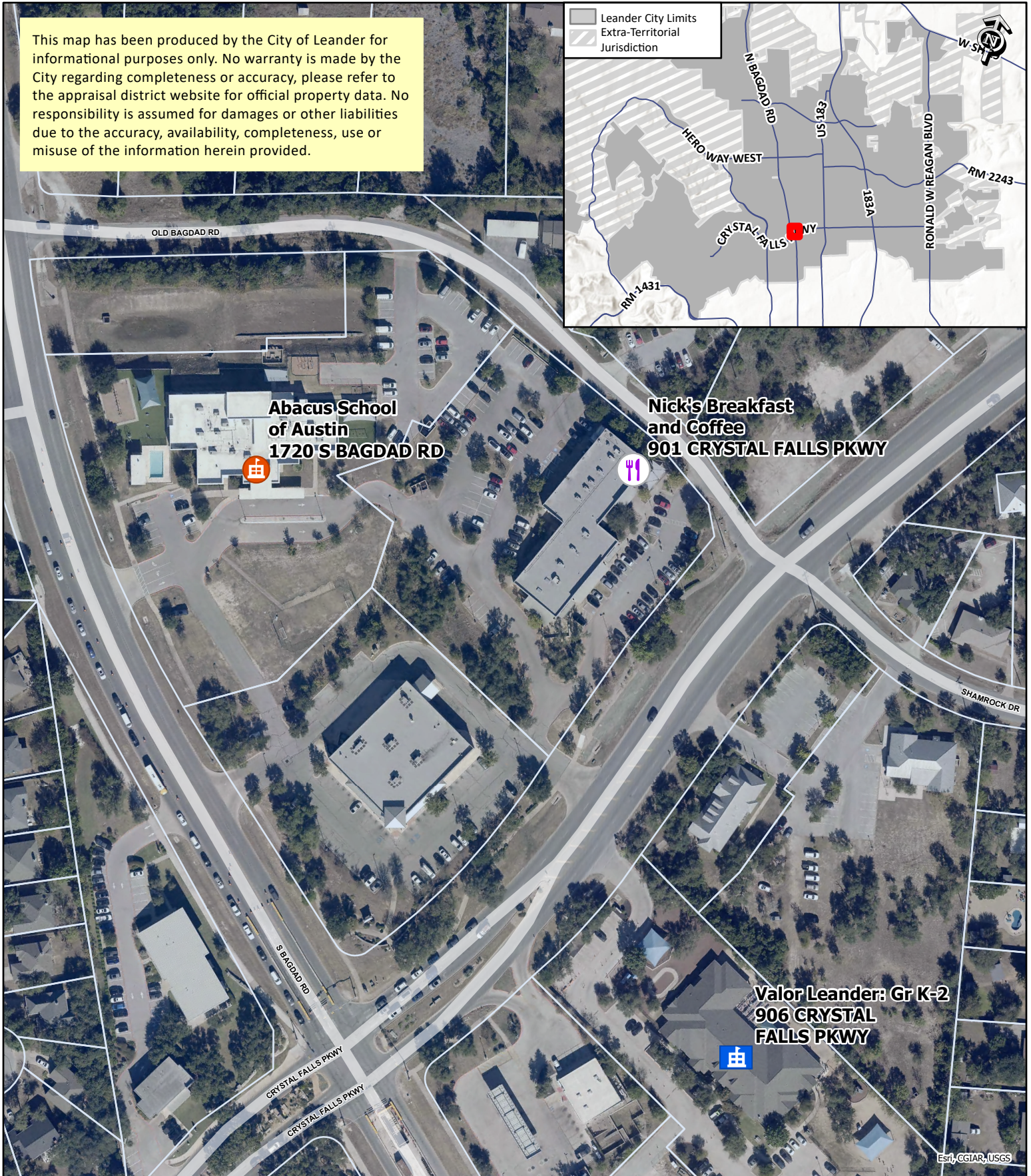
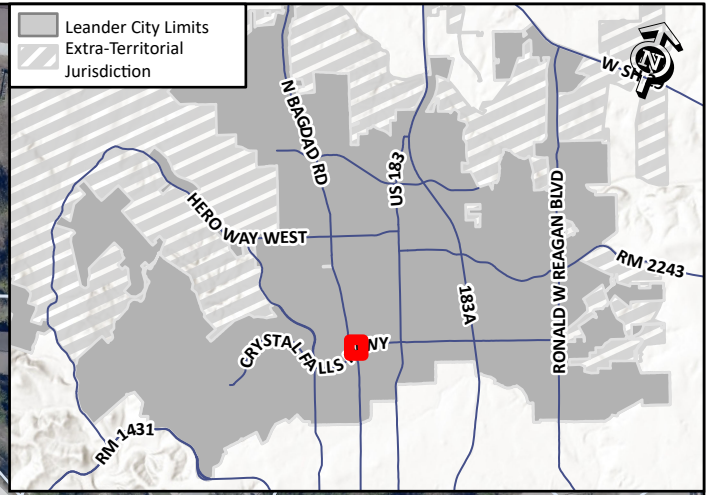
City of Leander, Texas

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor

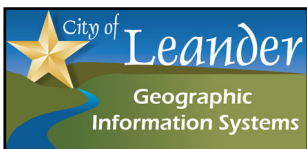
Exhibit A




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

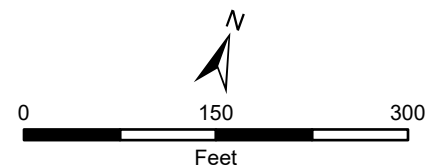


TABC Distance Variance

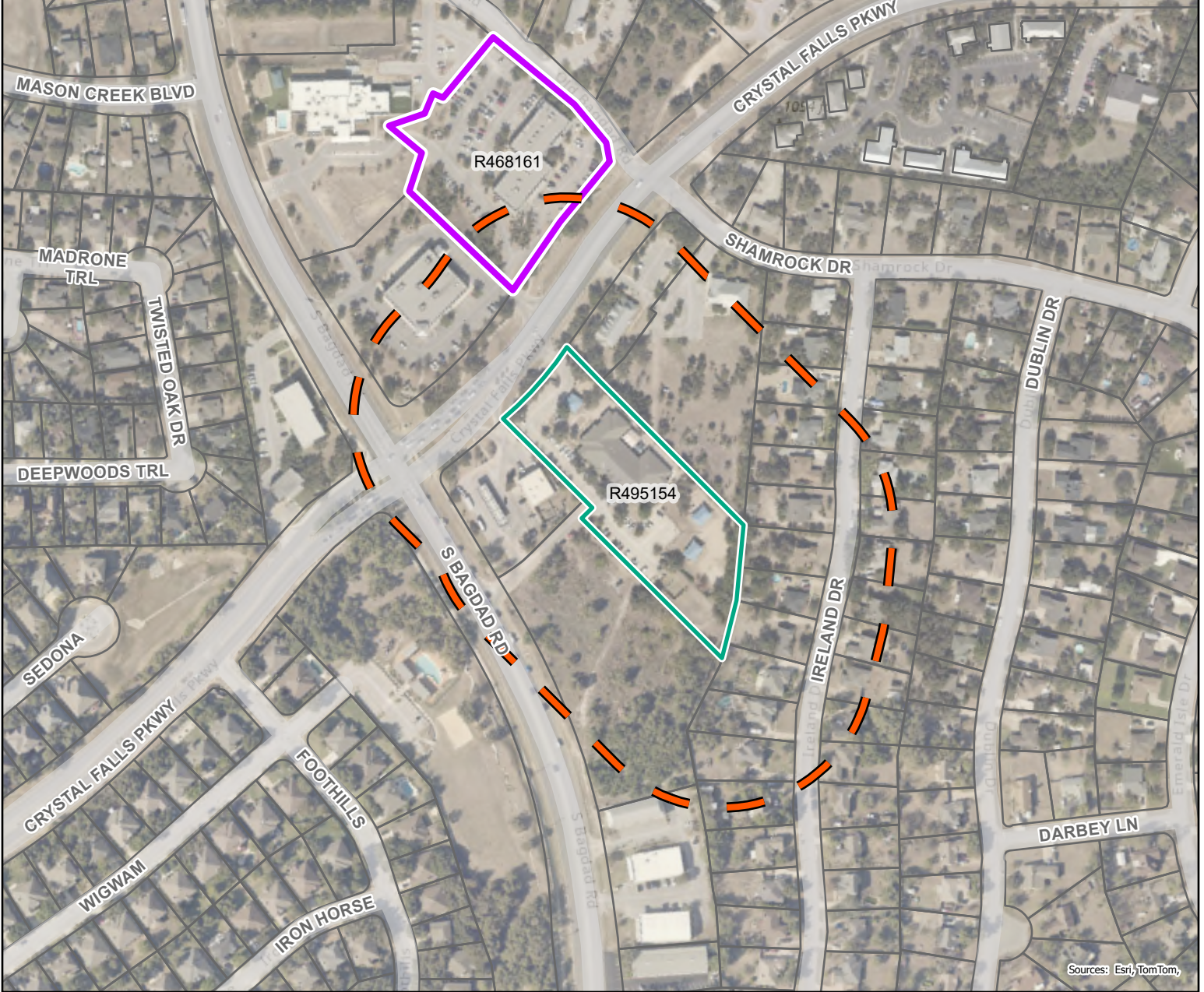
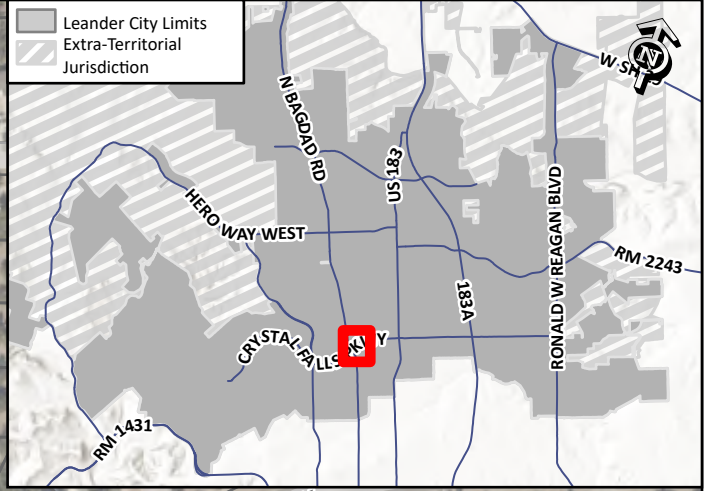
901 Crystal Falls Parkway, Suite 101 - Nick's Breakfast and Coffee



-  Nick's Breakfast and Coffee
-  Valor Leander: Gr K-2
-  Abacus School of Austin



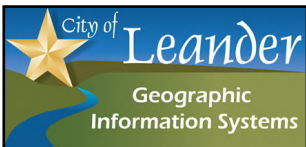
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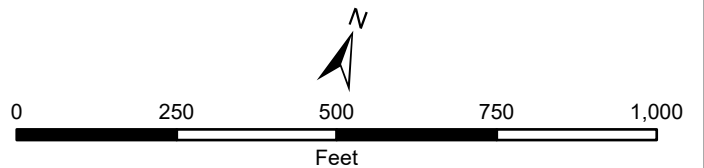
Sources: Esri, TomTom,

TABC

Nick's Breakfast & Coffee



- Nick's Breakfast and Coffee
- Valor Leander
- 300 ft Buffer



City Council of Leander
105 North Brushy Street,
Leander, TX 78641

REQUEST FOR A VARIANCE TO SELL BEER AND WINE FOR ON PREMISE CONSUMPTION

Dear Sir/Madam,

My name is Nikollas Arapi, and I am the owner of Nicks Breakfast and Coffee located at 901 Crystal Falls Parkway, Suite 101, Leander, TX 78641. I am presenting herewith my variance request for certification for the TABC Application in favor of my establishment, to sell beer and wine for on premise consumption.

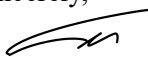
The City of Leander Ordinance Chapter 4, Article 4.06, Section 4.06.005 prohibits the sale of alcoholic beverages within 300 feet of a church, public school, or public hospital; and

Section 4.06.005 established a variance procedure allowed by V.T.C.A., Alcoholic Beverage Code 109.33(e);

The V.T.C.A. Alcoholic Beverage Code 109.33(e) allows variances in particular instances where the regulation is not in the best interests of the public, constitutes waste or inefficient use of land or other resources, creates undue hardship on an applicant for a license or permit, does not serve its intended purpose, is not effective or necessary, or for any other reason the governing board, after consideration of the health, safety, and welfare of the public and the equities of the situation require, determines the variance is in the best interest of the community; and

I pray that the City Council finds after consideration of the health, safety, and welfare of the public and the equities of the situation that the restriction in Section 4.06.005 is not in the best interests of the public, constitutes waste or inefficient use of land or other resources, creates undue hardship on an applicant for a license or permit, does not serve its intended purpose, and is not effective or necessary as it applies to public or private school and the property located at 901 Crystal Falls Parkway, Suite 101.

Sincerely,


Nikollas Arapi

May 12, 2026

City of Leander

Planning & Business Licensing Department

200 W. Willis St.

Leander, TX 78641

RE: Letter of No Objection – Beer and Wine License Application for Nick’s Breakfast and Coffee

To Whom It May Concern,

I am writing to you on behalf of **Valor Leander** regarding the application submitted by **Nick’s Breakfast and Coffee** for a local permit/license to sell beer and wine at their establishment.

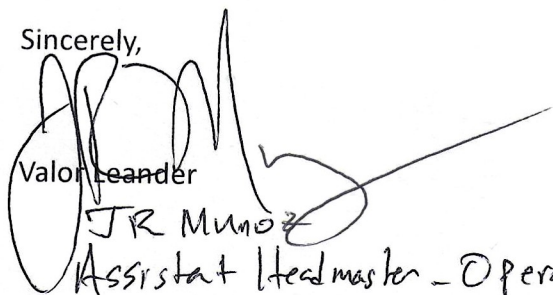
After reviewing the details of the application and considering our shared presence in the Leander community, Valor Leander formally states that it has **no objection** to the issuance of this license.

We have enjoyed a positive relationship with our neighbors at Nick’s Breakfast and Coffee. We trust that they will continue to operate their business with the same level of professionalism and respect for the surrounding community—including our students, faculty, and families—that they have demonstrated to date.

We understand that the applicant will adhere to all local and state regulations regarding the sale of alcoholic beverages, including those pertaining to proximity to educational institutions, where applicable.

Should you require any further information or clarification regarding this matter, please do not hesitate to contact our administrative office at 512-729-0159 or via email at Info.Leander@valoreducation.org.

Sincerely,


Valor Leander
JR Munoz
Assistant Headmaster - Operations



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending development and building permit fees set forth in the fee schedule to clarify the Promotional Event Sign Permit Fees; providing a savings clause; providing severability and open meetings clauses; and providing for related matters.

BACKGROUND:

On October 2, 2025, the City Council adopted the FY 2026 City Fee Schedule, which updated and increased the sign application fees. As a part of this update, the Promotional Event Sign Package application fee was inadvertently increased from a total of \$70.00 to \$130.00. Below, please find the breakdown of the fee changes.

FEE TYPE	PREVIOUS FEES	UPDATED FEES	PROPOSED FEES
Permit Fee	\$40.00	\$40.00	\$0.00
Application Fee	\$0.00	\$50.00	\$30.00
Plan Review Fee	\$20.00	\$20.00	\$0.00
Technology Fee	\$10.00	\$20.00	\$20.00
TOTAL	\$70.00	\$130.00	\$50.00

Staff is seeking City Council approval to correct this by amending the fee schedule to reflect a total fee of \$50.00 for the Promotional Event Sign Package application. Since the updates took effect, staff have processed 23 promotional event sign permits under the higher fee of \$130.00, collecting a total of \$3,103.00. If this fee schedule amendment is adopted, staff intends to reimburse previous applicants for the difference in the amount paid for the Promotional Event Sign Package application fees.

HISTORY/TIMELINE:

APPLICANT/AGENT:

Development Services Department

RECOMMENDATION:

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

1. Approve the proposed fee ordinance amendment;
2. Deny the proposed fee ordinance amendment; or
3. Approve a modified fee ordinance.

Staff recommends Option 1 listed above – approve the proposed fee ordinance amendment. The updated fee schedule inadvertently increased the fee for a Promotional Event Sign Package.

PRESENTER:

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

Fiscal Impact

Attachments:

1. Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING PROMOTIONAL EVENT SIGN PACKAGE FEES SET FORTH IN THE FEE SCHEDULE; AMENDING ALL PARTS OF ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING SEVERABILITY AND OPEN MEETINGS CLAUSES; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Leander, Texas (the “City”), a home rule-city, has the authority to set fees reasonable and necessary for the operation of the City;

WHEREAS, the City Council finds that the fees set forth herein are reasonable and necessary for the operation of the City;

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. Amendment to the Building Permits and Inspections and Related Fees. Section A3.004 (1) of Appendix A is hereby amended to add the following subsection.

- (26) Promotional Event Sign Package
 - (A) Application Fee: \$30.00

SECTION 3. Conflicting Ordinances. Article 3.000, Appendix A, Leander Code of Ordinances is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this ordinance and any other code or ordinance of the City, the terms and provisions of this ordinance shall govern.

SECTION 4. Savings Clause. All rights and remedies of the City of Leander are expressly saved as to any and all violations of the provisions of any ordinances affecting fees charged by the City which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 5. Effective Date. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Texas Local Government Code.

SECTION 6. Severability. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Ordinance are severable and, if any phrase, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such invalid phrase, clause, sentence, paragraph or section. If any provision of this Ordinance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 7. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED on this __ day of June, 2026.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Discuss and consider action on Task Order DRAIN-KFA-CIPS23-019-02 with K Friese (now known as H.W. Lochner) for updates to the Upper Brushy Creek Watershed 1D Hydrologic & Hydraulic (H&H) Models to reflect the 64-acre drainage threshold, consistent with the County's new floodplain mapping methodology, in the amount of \$229,930.00; and authorize for the City Manager to execute any and all necessary documents.

BACKGROUND:

The City of Leander is continuing its commitment to responsible growth and resilient infrastructure by advancing to Phase 2 of the Upper Brushy Creek watershed modeling initiative in partnership with K Friese (now known as H.W. Lochner). This multiphase effort began in Phase 1 in 2025, which successfully modernized hydrologic and hydraulic (H&H) models across the watershed. That initial phase updated approximately 48 subbasins and 29 miles of stream centerlines, creating a stronger foundation for understanding flood behavior in some of Leander's most rapidly developing areas.

In October 2025, K Friese presented the Phase 1 deliverables and outlined the next steps for floodplain mapping at a City Council Workshop. As part of that discussion, two options were considered regarding future floodplain updates.

The first option was to submit a Letter of Map Revision (LOMR) to FEMA, which would formally update the FEMA floodplain for this watershed. However, pursuing a LOMR could result in additional properties becoming subject to mandatory flood insurance requirements in order to qualify for federally backed home loans. The second option was to use the updated flood models and floodplain information for local regulatory purposes only. Under this approach, affected property owners would still be informed of the potential flood risk and could choose to obtain flood insurance voluntarily, but no federal requirement would be triggered.

Based on Council's discussion and direction at that workshop, staff proceeded with the second option and excluded the FEMA LOMR process from Phase 2. This decision also reduced costs for Phase 2, allowing staff and the consultant team to refine and enhance the hydraulic models with the available budget.

As the region continues to grow and rainfall patterns evolve, the City is taking proactive steps to ensure its floodplain tools remain accurate, defensible, and aligned with broader regional standards. Phase 2 significantly expands the scope of work, reflecting Williamson County's updated floodplain mapping methodology and shifting to a more detailed 64-acre drainage threshold. This refinement increases the modeling resolution to approximately 193 subbasins and 67 miles of stream centerlines - providing a much clearer picture of how water moves through the watershed.

This phase also incorporates the newest available data, including 2024 LiDAR terrain, updated land use and soils information, and Williamson County's latest ID hydraulic models. The models will also be calibrated to recent historic storm events to include the July 2025 high-water mark data. By grounding the analysis in these current datasets, the City will gain an up-to-date and highly accurate representation of on-the-ground watershed conditions. These improvements will directly support more reliable development reviews, improved identification

of drainage and infrastructure needs, and more informed long-term flood mitigation planning.

An important outcome of this work will be updated floodplain and floodway mapping, which will be shared with developers and design professionals to help ensure compliance with the City's floodplain regulations and ordinances. In addition, this information can be used to support future grant application preliminary engineering analysis as well as design phase level development for some of the priority projects identified in the recently adopted Stormwater Master Plan.

HISTORY/TIMELINE:

05/04/2023 - Council approved Task Order KFA-59 for City-Wide Letter of Map Revision (LOMR) Phase 1 with K Friese

09/12/2025 - Phase 1 Report for Letter of Map Revision (LOMR) submitted to the City

10/16/2025 - Council Workshop presented by K Friese for LOMR Phase 1 submission of deliverables

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval.

PRESENTER:

Sarvesh Dhakal, P.E., Assistant City Engineer, Floodplain Administrator

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$229,930.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-time
<u>Fund source (Operating / Utility / etc.):</u>	40-04-5600 Capital Projects

Attachments:

1. DRAIN-KFA-CIPS23-019-02

TASK ORDER FOR PROFESSIONAL SERVICES
TASK ORDER NO. DRAIN-KFA-CIPS23-019-02

This will constitute authorization by the City of Leander, Texas (Owner), for K. Friese & Associates, LLC of Austin, Texas (Engineer), to proceed with the following engineering services, as described.

CITY OF LEANDER
FLOODPLAIN MODELING & MAPPING REVISIONS – PHASE 2
UPPER BRUSHY CREEK WATERSHED

A. PROJECT DESCRIPTION

Professional engineering services for the City of Leander (City) to update the Upper Brushy Creek watershed hydrologic and hydraulic (H&H) models to reflect analysis to the 64-acre drainage threshold using a HEC-HMS and HEC-RAS 1D framework. These model updates will incorporate the latest 2024 LiDAR terrain data to reflect best available data. This effort is intended to match similar floodplain modeling and mapping standards being performed by Williamson County and to provide the City with a more detailed understanding of flood risk up to the 64-acre threshold. The work associated with Phase 2 will update the hydrologic model from 48 subbasins and 29 miles of stream centerlines to approximately 193 subbasins and 67 miles of stream centerlines.

B. SCOPE OF SERVICES

Engineer will provide engineering services as described in the attached Scope of Services.

C. DELIVERABLES

Engineer will provide deliverables as described in the attached Scope of Services

D. BASIS OF COMPENSATION

The total compensation for the Floodplain Modeling and Mapping Revisions – Phase 2 shall be performed as time and materials based on the rate schedule included in Attachment C for a total amount not to exceed \$229,930. 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 shall perform the services described herein in accordance with Attachment D - Project Schedule and shall proceed expeditiously to completion. The Engineer's services are anticipated to be completed within four (4) months from the Notice to Proceed, excluding City review time and delays beyond the Engineer's control.

F. ATTACHMENTS

Attachment A - Scope of Services

Attachment B - Labor Breakdown / Manhour Estimate

Attachment C - Rate Schedule

Attachment D - Project Schedule

APPROVED:

CITY OF LEANDER, TEXAS

By: _____

Title: _____

Attest: _____

Date: _____

ACCEPTED:

K Friese & Associates, LLC

By: Charlotte Maddox

Title: National Practice leader

Attest: Abe Salinas III Abe Salinas

Date: 5-13-26

ATTACHMENT A – SCOPE OF SERVICES
CITY OF LEANDER – FLOODPLAIN MODELING & MAPPING REVISIONS – PHASE 2
UPPER BRUSHY CREEK WATERSHED

Project Understanding

K. Friese & Associates (KFA/Engineer) proposes to provide professional engineering services to the City of Leander (City) to update the Upper Brushy Creek watershed hydrologic and hydraulic (H&H) modeling to reflect the 64-acre drainage threshold using a HEC-HMS and HEC-RAS 1D framework.

The City's recently completed Phase 1 Modeling and Mapping Project includes H&H modeling encompassing approximately 48 subbasins and 29 miles of modeled stream centerlines. Expansion to the 64-acre (0.1 sq. mile) drainage threshold, consistent with Williamson County's Floodplain Modeling and Mapping initiative, will require substantial expansion of both the hydrologic and hydraulic modeling domains. The updated model is anticipated to include approximately 193 subbasins and approximately 67 miles of stream centerlines.

This scope of services proposes adopting the 1D hydraulic models developed by Williamson County for the 64-acre threshold stream centerlines into the existing Phase 1 hydraulic models completed by KFA in 2025. Combining the individual 1D reach models into a single hydraulic model is NOT included in this scope of services, however, this effort may be completed at the direction of the City for an additional fee as listed in the fee schedule

This effort will involve comprehensive updates to both the watershed hydrology and hydraulic geometry, including but not limited to:

1. Hydrology

- Re-delineation of drainage subbasins for the 64-acre contributing drainage area threshold
- Reconstruction and expansion of the HEC-HMS basin model to reflect the re-delineated subbasins
- Assignment and verification of Curve Numbers, time of concentration, and other hydrologic parameters
- Reconfiguration of Modified Puls reach routing
- Incorporation of UBCWCID stage-storage-discharge curves
- Calibration to historic storm data

2. Hydraulics

- Incorporation of Williamson County 1D 64-acre reach models into Phase 1 models
- Update terrain based on 2024 LiDAR
- Update hydraulic model parameters based on 2024 LiDAR and land use
- Coupling of revised hydrographs from HEC-HMS into HEC-RAS
- Calibration and reconciliation to prior effective and LOMR models, and July 2025 high water mark data, where appropriate.
- Floodway analysis

ATTACHMENT A – SCOPE OF SERVICES
CITY OF LEANDER – FLOODPLAIN MODELING & MAPPING REVISIONS – PHASE 2
UPPER BRUSHY CREEK WATERSHED

The models will be updated to incorporate the 2024 LiDAR terrain dataset to maintain consistency with Williamson County’s remapping effort and current watershed conditions.

All modeling shall be performed in accordance with FEMA, Upper Brushy Creek WCID, Williamson County, and City of Leander standards and guidelines. The resulting 1D model will maintain regulatory alignment with FEMA effective floodplain mapping and support future CLOMR/LOMR coordination, if desired.

This approach provides consistency with Williamson County’s current 1D modeling methodology and ensures alignment with the County’s remapping framework.

The engineer shall perform all services required to complete the watershed expansion, including project management, data collection and review, hydrologic and hydraulic model development, calibration, floodplain and floodway analysis, mapping, documentation, and final deliverables as described in the detailed scope of services.

The total project duration is anticipated to be four (4) months from Notice to Proceed.

1. Task 1 – Project Management and Coordination

Lochner shall manage all aspects of the project to ensure timely execution, quality control, and effective communication with the City. Services include:

- 1.1 - Preparation and maintenance of a detailed project schedule
- 1.2 - Conducting a project kickoff meeting with City staff
- 1.3 - Bi-weekly progress meetings and monthly status updates
- 1.4 - Ongoing coordination with the City and relevant stakeholders
- 1.5 - Management of project resources, risks, and documentation

Project Management shall be performed continuously throughout the duration of the project.

2. Task 2 – Data Collection and Review

The engineer shall obtain and review all data necessary for the model update, including but not limited to:

- 2.1 - Existing LOMR hydrologic and hydraulic models, Wilco hydraulic models, LiDAR (2024), DEM, contour data
- 2.2 - NRCS Soils, current land use, impervious cover, and development datasets
- 2.3 - Dam infrastructure information – Incorporate UBCWCID reservoir stage–storage and outflow information. Comments generated by review of models by UBCWCID or designated third party related to accurate representation of reservoir stage-storage and outflow information will be addressed through a single round of review. Written responses detailing comment resolution will be provided.
- 2.4 - As-built drawings and approved development plans affecting watershed boundaries

ATTACHMENT A – SCOPE OF SERVICES
CITY OF LEANDER – FLOODPLAIN MODELING & MAPPING REVISIONS – PHASE 2
UPPER BRUSHY CREEK WATERSHED

Engineer shall evaluate datasets for accuracy, completeness, and suitability for use in updated modeling. Survey data collection will be considered an additional service

3. Task 3 – Watershed Delineation and Subbasin Development

Engineer shall update watershed boundaries and drainage area delineations to reflect the 64-acre threshold. Services include:

- 3.1 GIS-based delineation of subbasins and drainage divides
- 3.2 Expansion of the watershed model from 48 to approximately 193 subbasins
- 3.3 Verification of flow paths, connectivity, and hydrologic parameters

All delineations shall be prepared in accordance with accepted hydrologic engineering standards.

4. Task 4 – Hydrologic Model Development

Engineer shall prepare updated hydrologic models using the revised subbasin framework. Services include:

- 4.1 Assignment of land use, curve numbers, time of concentration, and other hydrologic parameters
- 4.2 Update the channel routing with Modified Puls per 64-acre threshold and UBCWCID stage-storage-discharge curves for ponds
- 4.3 Calibration and reconciliation with prior LOMR models and the October 2015 event, and the July 2025 High Water Mark data.

Hydrologic modeling shall comply with FEMA and Upper Brushy Creek WCID guidelines.

5. Task 5 – Hydraulic Model Updates

Engineer shall update hydraulic models to incorporate revised hydrologic outputs and expanded stream coverage for the 64-acre threshold. Services include:

- 5.1 Cross section terrain updates based on 2024 LiDAR
- 5.2 Incorporation of bridges, culverts, stormwater structures, and other hydraulic features from Williamson County models, as well as the UBCWCID stage-storage-discharge curves for ponds. Adjustment of Manning's n values, initial abstraction, curve numbers, reservoir pool elevations, boundary conditions, and other model parameters as needed for calibration.
- 5.3 Execution of hydraulic simulations for 50-,10-,4-,2-,1- and 0.2 percent (%) annual-chance events (2-,10-,25-,50-,100-, and 500-year events) for existing conditions, and 1 percent (%) annual-chance event (100- year event) for ultimate conditions.

ATTACHMENT A – SCOPE OF SERVICES
CITY OF LEANDER – FLOODPLAIN MODELING & MAPPING REVISIONS – PHASE 2
UPPER BRUSHY CREEK WATERSHED

- 5.4 Floodway Analysis for all new stream miles as adopted from Wilco 1D models
- 5.5 Verification of model stability, convergence, and regulatory compliance

All hydraulic modeling shall satisfy FEMA standards and City requirements.

6. Task 6 – Floodplain Mapping

Engineer shall prepare updated regulatory and non-regulatory floodplain mapping based on revised hydraulic model results. Services include:

- 6.1 Development of floodplain boundaries for the 1% and 0.2% existing annual chance storm events and floodway boundaries. Development of floodplain boundaries for the 1% annual chance storm event for ultimate conditions.
- 6.2 Preparation of water surface elevation (WSEL) grids, depth grids, and velocity grids for the 1%- and 0.2%- events for existing conditions
- 6.3 Creation of floodplain and floodway polygons, consistent with FEMA LOMR ready standards
- 6.4 Production of mapping exhibits, figures, and cartographic deliverables
- 6.5 Verification of mapping consistency with hydraulic modeling outputs
- 6.6 Preparation of data for City planning, permitting, and communication needs

Deliverables include GIS data in File Geodatabase format and PDF map exhibits. All GIS data will be maintained and delivered in the NAD 83 State Plane Texas Central US Feet (FIPS 4203) projected coordinate system using NAVD 88 (vertical datum).

7. Task 7 – Quality Assurance / Quality Control (QA/QC)

A structured review will be performed by senior staff who are not directly involved in initial modeling. Services include:

- 7.1 Independent technical review of hydrologic and hydraulic models
- 7.2 Verification of parameter consistency and model accuracy
- 7.3 Review of GIS mapping, figures, and documentation
- 7.4 Incorporation of QA/QC comments into final deliverables

8. Task 8 – Final Documentation and Deliverables

Engineer shall prepare and deliver final project materials including:

- 8.1 Final H&H models and associated GIS datasets
- 8.2 Updated floodplain mapping deliverables
- 8.3 A comprehensive technical memorandum or report summarizing:
 - Data sources and assumptions

ATTACHMENT A – SCOPE OF SERVICES
CITY OF LEANDER – FLOODPLAIN MODELING & MAPPING REVISIONS – PHASE 2
UPPER BRUSHY CREEK WATERSHED

- Methodology and model development
- Subbasin and stream network updates
- Hydrologic and hydraulic updates and results
- Floodplain mapping outputs
- 8.4 Final review meeting with City staff

Exclusions

1. The current scope of services seeks to leverage the availability of Williamson County 1D 64-acre threshold models recently provided to the City. These models are assumed by Engineer to meet relevant City, County and FEMA standards and, as such, an independent review of the models will not be conducted prior to incorporation with existing Phase 1 hydraulic models prepared by Lochner.
2. Updates to Williamson County model geometries or structures other than those specified in the scope above will be considered an additional service.
3. The current scope of services does not include any work for survey data collection or field inspection of existing hydraulic structures. All structures modeled in the Williamson County study models will be incorporated into the Lochner models as received from the County. Any survey data collection or field inspection will be considered an additional service.
4. The current scope of services assumes the use of a single digital elevation model (DEM) based on 2024 LiDAR data. Incorporation of survey data or localized higher-resolution ground surface data will be considered an additional service.
5. Williamson County models are currently provided as individual 1D reach models. The current scope of services does not include combining the individual models into a single 1D HEC-RAS model. Combining the models can be completed, at the request of the City, as an additional service.
6. The current scope of services does not include any preparation of FEMA LOMR application materials. Modeling and mapping approaches will comply with FEMA standards to allow for future development of application materials, but coordination with FEMA or preparation of application materials will be considered an additional service.
7. The current scope of services includes coordination with UBCWCID to ensure appropriate modeling of current stage-storage-discharge curves and outflow information. It is assumed UBCWCID will provide data in tabular format, with record drawings available for verification. Development of new curves or re-derivation of storage/outflow data is excluded. Comments generated by review of models by UBCWCID or designated third party related to accurate representation of reservoir stage-storage and outflow information will be addressed through single round of review. Addressing comments on additional rounds of review, or other modeling methodology not related to reservoir stage-storage and outflow structures will be considered an additional service.
8. Production of mapping exhibits, figures, and cartographic deliverables will follow general guidelines for LOMR application requirements. Additional requested exhibits, web maps, paper maps, presentation materials and cartographic analysis will be considered an additional service.

ATTACHMENT A – SCOPE OF SERVICES
CITY OF LEANDER – FLOODPLAIN MODELING & MAPPING REVISIONS – PHASE 2
UPPER BRUSHY CREEK WATERSHED

9. Comparative analysis of the currently scoped modeling and mapping effort with previous modeling and mapping efforts by either Lochner, Williamson County, or other third parties will be considered an additional service.

ATTACHMENT B
KFA MANPOWER/BUDGET ESTIMATE
CITY OF LEANDER - FLOODPLAIN MODELING MAPPING REVISIONS - PHASE 2
UPPER BRUSHY CREEK WATERSHED

		Principal II	Project	Project	Design	EIT II	GIS Technician	Admin	Total	Total	Task
		Hours	Manager III	Engineer III	Engineer	Hours	Senior	Specialist IV	Labor	Cost	Cost
			Hours	Hours	Hours		Hours	Hours	Hours		
City of Leander - Upper Brushy Creek Watershed 64ac Revision (1D)											
1	Task 1 – Project Management and Coordination										\$22,380
1.1	Preparation and maintenance of a detailed project schedule	4	8						12	\$3,360	
1.2	Conducting a project kickoff meeting with City staff	1	2	2			2		7	\$1,540	
1.3	Bi-weekly progress meetings and monthly status updates	8	8	8		8	4		36	\$8,240	
1.4	Ongoing coordination with the City and relevant stakeholders	6	8				4		18	\$4,840	
1.5	Management of project resources, risks, and documentation	4	8				4	4	20	\$4,400	
2	Task 2 – Data Collection and Review										\$8,560
2.1	LiDAR, DEMs, contour data, topographic surfaces, Wilco HEC-RAS models		2	2		4	8		16	\$2,600	
2.2	Soils, land use, impervious cover, and development datasets		2	2		4	6		14	\$2,280	
2.3	Dam infrastructure information			8		4			12	\$2,040	
2.4	As built drawings, approved development plans		6	2					8	\$1,640	
3	Task 3 – Watershed Delineation and Subbasin Development										\$20,020
3.1	GIS based delineation of subbasins and drainage divides		2	2		12	16		32	\$4,920	
3.2	Expansion of the watershed model from 48 to approximately 193 subbasins		2	2		20	30		54	\$8,200	
3.3	Verification of flow paths, connectivity, and hydrologic parameters		2	2		10	30		44	\$6,900	
4	Task 4 – Hydrologic Model Development										\$26,320
4.1	Assignment of hydrologic parameters		4	24		16			44	\$7,480	
4.2	Update the channel routing and UBCWCID stage-storage-discharge curves		4	20		16			40	\$6,720	
4.3	Calibration and reconciliation		4	32		40			76	\$12,120	
5	Task 5 – Hydraulic Model Updates										\$65,020
5.1	Terrain update (2024 Lidar)			20		40			60	\$9,000	
5.2	Incorporation of hydraulic features and adjustment of model parameters, calibration		6	18		32			56	\$8,840	
5.3	Execution of hydraulic simulations		2	4		8			14	\$2,220	
5.4	Floodway Analysis		20	40		160			220	\$32,600	
5.5	Verification of model stability, convergence, and regulatory compliance		16	20		40			76	\$12,360	
6	Task 6 – Floodplain Mapping										\$45,320
6.1	Development of floodplain boundaries and Floodway		2	8		12	40		62	\$9,900	
6.2	Preparation of WSE grids, Depth grids and velocity grids for 100-yr and 500-yr event		2	4		12	24		42	\$6,580	
6.3	Creation of floodplain and floodway polygons consistent with FEMA LOMR standards		2	4		12	24		42	\$6,580	
6.4	Production of mapping exhibits, figures, and cartographic deliverables		2	8			40		50	\$8,340	
6.5	Verification of mapping consistency with hydraulic model outputs		2	4		8	20		34	\$5,420	
6.6	Preparation of data for City planning, permitting, and communication needs		10	8		8	24		50	\$8,500	
7	Task 7 – Quality Assurance / Quality Control (QA/QC)										\$22,580
7.1	Independent technical review of hydrologic and hydraulic models	12	4	8					24	\$7,400	
7.2	Verification of parameter consistency and model accuracy		4	12					16	\$3,120	
7.3	Review of GIS mapping, figures, and documentation		4	10			16		30	\$5,300	
7.4	Incorporation of QA/QC comments into final deliverables		4	8		24	8		44	\$6,760	
8	Task 8 – Final Documentation and Deliverables										\$19,730
8.1	Final H&H models and associated GIS datasets		2	3		8	6		19	\$2,990	
8.2	Updated floodplain mapping deliverables	2	4	8		8	20		42	\$7,440	
8.3	A comprehensive technical memorandum or report	2	10	8		20	4		44	\$7,700	
8.4	Final review meeting with City staff		4	4					8	\$1,600	
Project Subtotals		39	162	305	0	526	330	4	1366		\$229,930

ATTACHMENT C - RATE TABLE

City of Leander - 2024	
Prequalification Rate Table	
Title	Rate
Principal I	\$ 320.00
Principal II	\$ 420.00
Project Manager I (8-10)	\$ 180.00
Project Manager II (10-12)	\$ 195.00
Project Manager III (12-15)	\$ 210.00
Project Manager IV (15-20)	\$ 255.00
Project Manager V (20-25)	\$ 270.00
Project Manager VI (25+)	\$ 290.00
Professional Engineer I (5-8)	\$ 155.00
Professional Engineer II (8-10)	\$ 170.00
Professional Engineer III (10-12)	\$ 190.00
Professional Engineer IV (12-15)	\$ 200.00
Professional Engineer V (15-20)	\$ 220.00
Professional Engineer VI (20-25)	\$ 260.00
Professional Engineer VII (25+)	\$ 270.00
Engineer in Training I (0-2)	\$ 120.00
Engineer in Training II (3-4)	\$ 130.00
Engineer in Training III (5+)	\$ 135.00
Engineering Technician Entry	\$ 115.00
Engineering Technician Mid	\$ 150.00
Engineering Technician Senior	\$ 180.00
GIS Technician Entry	\$ 100.00
GIS Technician Mid	\$ 140.00
GIS Technician Senior	\$ 160.00
GIS Administrator Senior	\$ 200.00
CAD Technician Entry	\$ 90.00
CAD Technician Mid	\$ 130.00
CAD Technician Senior	\$ 150.00
CAD Administrator Senior	\$ 200.00
Planner I (0-5)	\$ 115.00
Planner II (5-10)	\$ 160.00
Administrative Specialist I (0-5)	\$ 70.00
Administrative Specialist II (5-10)	\$ 80.00
Administrative Specialist III (10-15)	\$ 90.00
Administrative Specialist IV (15-20)	\$ 100.00
Administrative Specialist V (20-25)	\$ 110.00
Administrative Specialist VI (25+)	\$ 120.00

ATTACHMENT D
TASK ORDER NO. DRAIN-KFA-CIPS23-019-02
CITY OF LEANDER
FLOODPLAIN MODELING & MAPPING REVISIONS – PHASE 2
UPPER BRUSHY CREEK WATERSHED

PROJECT SCHEDULE 2026

Milestones

- 6/22 – Notice to Proceed
- 6/29 – Project Kick-off meeting
- 7/24 – Progress meeting #1
- 8/21 – Progress meeting #2
- 9/18 – Progress meeting #3
- 10/9 – Draft Submittal for City Review
- 10/23 – Final Submittal
- 10/29 – Final Meeting with City Staff

Task Schedule

1. Project Mgmt. & Coordination: 6/22 – 10/30
2. Data Collection: 6/22 – 7/10
3. Watershed Delineation and Subbasin Development: 7/6 – 7/24
4. Hydrologic Model: 7/13 – 8/14
5. Hydraulic Model Updates: 6/29 – 8/28
6. Floodplain Mapping: 8/17 – 9/25
7. QA/QC: 9/8 – 10/16
8. Documentation: 10/5 – 10/30



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending Ordinance No. 12-034-00, which consented to the creation of Travis County Municipal Utility District No. 21 and the inclusion of land therein, to amend City consent conditions and related matters; and Third Amendment to the Facilities Agreement with Travis County Municipal Utility District No. 21.

BACKGROUND:

On May 3, 2012, the City entered into a Development Agreement – Nameless Valley Ranch addressing the development of the Travisso subdivision. The development is located in three in-City municipal utility districts (Travis County Municipal Utility Districts (MUD) Nos. 19, 20, and 21). The City approved the creation of the MUD's by ordinances adopted on July 20, 2012, and the City, the Developer, and the future MUD's entered into a Facilities Agreement for each MUD, which have been amended twice.

The Facilities Agreements address parameters and limitations on the issuance of bonds by the MUD's, including: specific improvements that can be funded by the bonds; limits on the amount of bonds that can be issued; deadlines for issuance of bonds; and maximum maturity periods for bonds. In addition, the Facilities Agreements provides for the City to pay the Developer a Tax Rebate in the amount of a portion of the total ad valorem tax collected by the City each year on the taxable property within the MUD produced by the levy of a rate equal to \$0.2371 per \$100 of assessed valuation to pay for the Project Improvements and a portion of the Wastewater Facilities identified in the Development Agreement.

The Developer and MUD's have requested that the City make the following changes to the Facilities Agreements:

- Remove the limit on the amount of bonds the MUDs may issue. The effect of this change will be that the MUD can issue bonds up to the limit of their bonding capacity based on property values, any other limitations on their tax rate, and compliance with applicable laws and TCEQ regulations.
- Remove the specific list of Project Improvements, which would allow the MUD to issue bonds for any improvement that is authorized to be funded with MUD bonds under applicable statutes and TCEQ regulations.
- Extend the period during which the MUD can issue bonds (excluding refunding bonds) from 15 years from the District's initial levy of ad valorem taxes to 15 years from the effective date of this Third Amendment (which would be 2041); provided that the MUD can issue bonds for any land annexed into the MUD after the effective date of the Third Amendment for a period of 15 years after the date of annexation. The MUD may annex land only with City consent. This results in the Tax Rebate payments being extended, because the Tax Rebate continues until the earlier to occur of 25 years after the last bond issuance (excluding refunding bonds) or the Reimbursable Costs of District Improvements are paid.
- Change the latest principal maturity from 2067 to 2066.

- Establishing a maximum maturity of not greater than 25 years for any one series of Bonds.

In exchange for the above changes to the Facilities Agreement, the City has negotiated for the Third Amendment to do the following:

- The MUDs will fund up to \$5 million in public improvements. The \$5 million in improvements will be included in the \$219 million in bond issuances, described in the next bullet point. The \$5 million must be spent on public improvements that can legally be funded by the MUD and that are located within the MUD boundaries.
- The Developer will pay the City an amount equal to 10% of net bond proceeds for each bond issuance that occurs after the Districts issue \$219 million in bonds. The payment can be used for any lawful purposed determined appropriate by the City. The funds are not restricted like the \$5 million.

Click link to [Travis County MUD 21](#) to view Ordinance No. 12-034-00 creating the Municipal Utility District; Facilities Agreement; First Amendment to Facilities Agreement; and Second Amendment to Facilities Agreement.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of an Ordinance amending Ordinance No. 12-034-00, which consented to the creation of Travis County Municipal Utility District No. 21 and the inclusion of land therein, to amend City consent conditions and related matters; and the Third Amendment to the Facilities Agreement with Travis County Municipal Utility District No. 21.

PRESENTER:

Brad Barrett, Asst. City Attorney

Fiscal Impact

Attachments:

1. Consent Ordinance Amendment
2. Third Amendment to Facilities Agreement

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING
ORDINANCE NO. 12-034-00, WHICH CONSENTED TO THE
CREATION OF TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT
NO. 21 AND THE INCLUSION OF LAND THEREIN, TO AMEND CITY
CONSENT CONDITIONS AND RELATED MATTERS

WHEREAS, the City Council of the City of Leander, Texas (the "City"), adopted Ordinance No. 12-034-00 on July 5, 2012 (the "Consent Ordinance"), which consented to the creation of Travis County Municipal Utility District No. 21 (the "District") and the inclusion of land therein within the corporate limits of the City; and

WHEREAS, the Consent Ordinance contains consent conditions that place certain limitations on the issuance of bonds by the District; and

WHEREAS, the City and the District are parties to that certain Facilities Agreement dated effective July 20, 2012 (the "Initial Facilities Agreement"), as amended by that certain First Amendment to Facilities Agreement dated effective November 1, 2012 (the "First Amendment"), and that certain Second Amendment to Facilities Agreement dated effective April 17, 2014 (the "Second Amendment"), as modified by that certain Addendum to Facilities Agreement dated effective May 17, 2018 (the "Addendum to Facilities Agreement"), and as further amended by that certain Third Amendment to the Facilities Agreement dated effective _____, 2026, (the "Third Amendment", together with the Initial Facilities Agreement, the First Amendment, and the Second Amendment are referred to as "Facilities Agreement"); and

WHEREAS, the Third Amendment modifies certain consent conditions placed on issuance of bonds by the District; and

WHEREAS, the City Council desires to amend certain of the consent conditions contained in the Consent Ordinance to be consistent with the Third Amendment as set forth herein;

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. City Consent Conditions.

(a) Section 2(c) of the Consent Ordinance is hereby amended to read as follows:

The District may issue bonds for any purpose authorized by law. The District shall obtain all necessary authorizations for bonds issued in accordance with this Ordinance and laws applicable to the District.

(b) Section 3(a) of the Consent Ordinance is hereby amended to read as follows:

(a) Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements, provided, such requirements do not generally render the Bonds unmarketable:

(i) The Bonds shall be issued in series with a minimum limit on each series of Bonds being \$1,000,000, unless otherwise recommended by the District's financial advisor or unless such Bonds are the final and full installment of reimbursement to a developer within the District;

(ii) No Bonds shall be issued by the District subsequent to the fifteenth (15th) anniversary of the effective date of the Third Amendment; provided, however, that the District may issue refunding Bonds after such fifteen (15) year period, subject to the terms and conditions of the Facilities Agreement;

(iii) No Bonds, including refunding Bonds, shall be issued with the latest principal maturity date beyond forty (40) years from the effective date of the Third Amendment;

(iv) The Bonds shall have a maximum maturity of not greater than twenty-five (25) years for any one series of Bonds;

(v) Notwithstanding anything to the contrary in Section 3(a)(ii) and Section 3(a)(iii), in the event that any additional tracts of land are annexed into the District (each such tract, an "Annexation Tract"), subject to any required City consent to such annexation, the District may issue Bonds to finance any Authorized Projects, as defined in the Facilities Agreement, resulting from annexation of an Annexation Tract for a period of fifteen (15) years from the date an Annexation Tract is annexed into the boundaries of the District (the "Annexation Date"). The District may issue refunding Bonds after such fifteen (15) year

period, subject to the terms and conditions of this Ordinance and the Third Amendment, but no Bonds, including refunding bonds, shall be issued to finance any Authorized Projects resulting from annexation of an Annexation Tract with the latest principal maturity date beyond forty (40) years from the applicable Annexation Date;

(vi) The Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any interest payment date no later than subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and (with the exception of refunding bonds) will be sold only after the taking of public bid therefore, and none of such Bonds, other than refunding Bonds, will be sold for less than 97% of par. The net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such Bonds is given or a similar index if such index should cease to exist;

(vii) No variable rate Bonds shall be issued by the District without City approval; and

(viii) Refunding Bonds must provide for a minimum of 3% net present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds.

Section 3. Conflicting Ordinances. Ordinance No. 12-034-00 is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance, as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

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

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

PASSED, ADOPTED AND APPROVED on this ____ of _____, 2026.

ATTEST:

CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor

**THIRD AMENDMENT TO
FACILITIES AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS THIRD AMENDMENT TO FACILITIES AGREEMENT (this "Third Amendment") is effective as of _____, 2026 (the "Effective Date"), by and among TRAVISSO, LTD., a Texas limited partnership ("Owner"), the CITY OF LEANDER, TEXAS, a Texas home-rule municipal corporation ("City"), and TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 21, a political subdivision of the State of Texas, created and operating pursuant to Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (the "District").

RECITALS

Lookout Partners, L.P., a Texas limited partnership, and Key-Deer Holdings, L.P., a Texas limited partnership (collectively, "Original Owners"), and the City entered into that certain Facilities Agreement dated effective July 20, 2012 (the "Initial Facilities Agreement"), as amended by that certain First Amendment to Facilities Agreement dated effective November 1, 2012 (the "First Amendment").

Original Owners assigned to Taylor Morrison of Texas, Inc., a Texas corporation ("Taylor Morrison"), and Taylor Morrison received from Original Owners, all of Original Owners' rights, title, and obligations under the Initial Facilities Agreement, as amended by the First Amendment, pursuant to that certain Assignment of Facilities Agreements dated effective December 21, 2012. Taylor Morrison subsequently assigned all of its rights, title, and obligations under the Facilities Agreement, as amended by the First Amendment, to Owner pursuant to that certain Assignment of Facilities Agreements dated effective April 12, 2013.

Owner, City and the District subsequently entered into that certain Second Amendment to Facilities Agreement dated effective April 17, 2014 (the "Second Amendment", together with the Initial Facilities Agreement and the First Amendment, the "Facilities Agreement"), and that certain Addendum to Facilities Agreement dated effective May 17, 2018 (the "Addendum to Facilities Agreement").

Owner, City, and the District have agreed to make certain amendments and modifications to the Facilities Agreement as set forth in this Third Amendment.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits of this Third Amendment, Owner, City, and the District agree as follows:

1. The definition of “Bond Limit Amount” in Article I of the Facilities Agreement and any references to Bond Limit Amount in the Facilities Agreement are deleted in their entirety.

2. The definition of “District Improvements” in Article I of the Facilities Agreement is restated in its entirety to read as follows:

“District Improvements” means (a) the Project Improvements; and (b) the portion of the City Wastewater Facilities described in Section 10.07(c) of the Development Agreement, that serves or otherwise benefits the Property, the Reimbursable Costs of which have not been reimbursed to Owner by impact fee rebates pursuant to Section 10.07(c) of the Development Agreement.

3. Section 3.01 of the Facilities Agreement is restated in its entirety to read as follows:

Section 3.01. Consent Ordinance. The District hereby acknowledges, accepts, and agrees to operate in accordance with the terms and conditions of the Consent Ordinance, as amended by Ordinance No. ___ - ___ - ___, which is attached hereto as Exhibit “A” and incorporated herein.

4. Section 3.04(a)-(b) of the Facilities Agreement is restated in its entirety to read as follows:

Section 3.04. Authorized Projects and Reporting Requirements.

(a) The District agrees that the Bonds to be issued by the District shall be used solely to pay or reimburse for projects and costs that are eligible to be financed by the District pursuant to the rules and regulations of the TCEQ or other applicable law, including, but not limited to, for the authorized purposes listed in Exhibit “C” of this Agreement (collectively, the “Authorized Projects”).

(b) The District or Owner shall prepare and update annually (and deliver a copy to the City) by June 1 of each year an updated Exhibit “C” (the “Annual Authorized Projects Update”), which shall include the cost of the Authorized Projects (the “Authorized Projects Budget”). The Authorized Projects Budget shall separately identify, for each line item, the costs paid for completed District Improvements. Upon completion of work under each construction contract, the District or Owner shall deliver to the City a statement of the total costs incurred under each contract. The Parties acknowledge and agree that the

Authorized Projects and costs included in Exhibit "C" will vary over the term of this Agreement and are not intended as a limitation on Authorized Projects or amounts that may be expended for such projects. Upon delivery of the Annual Authorized Projects Update to the City each year during the term of this Agreement, Exhibit "C" to the Agreement shall automatically be amended to include the Annual Authorized Projects Update without any further action of the Parties.

5. Section 3.05 of the Facilities Agreement is restated in its entirety to read as follows:

Section 3.05. Limitation on Bond Issuances.

- (a) No Bonds shall be issued by the District subsequent to the fifteenth (15th) anniversary of the effective date of the Third Amendment (the "Bond Issuance Period"); provided, however, that the District may issue refunding Bonds after such fifteen (15) year period, subject to the terms and conditions of this Agreement.
- (b) No Bonds, including refunding Bonds, shall be issued with the latest principal maturity date beyond forty (40) years from the effective date of the Third Amendment.
- (c) The Bonds shall have a maximum maturity of not greater than twenty-five (25) years for any one series of Bonds;
- (d) Notwithstanding anything to the contrary in Section 3.05(a) and Section 3.05(b), in the event that any additional tracts of land are annexed into the District (each such tract, an "Annexation Tract"), subject to any required City consent to such annexation, the District may issue Bonds to finance any Authorized Projects resulting from annexation of an Annexation Tract for a period of fifteen (15) years from the date an Annexation Tract is annexed into the boundaries of the District (the "Annexation Date"). The District may issue refunding Bonds after such fifteen (15) year period, subject to the terms and conditions of this Agreement, but no Bonds, including refunding bonds, shall be issued to finance any Authorized Projects resulting from annexation of an Annexation Tract with the latest principal maturity date beyond forty (40) years from the applicable Annexation Date.
- (e) Any agreement of the District to reimburse Owner may only be for those costs and expenses which are eligible to be reimbursed as Authorized Projects.

6. Section 3.08(c) of the Facilities Agreement is deleted in its entirety.

7. Section 3.09 is added to the Facilities Agreement as follows:

Section 3.09. Owner Funding of City CIP Projects.

- (a) Subject to the terms and conditions of this Section 3.09, Owner agrees to fund certain costs associated with City capital improvement program projects (“CIP Projects”) necessary to serve the District, Travis County Municipal Utility District No. 19 (“TC MUD 19”), and/or Travis County Municipal Utility District No. 20 (“TC MUD 20”).
- (b) A list of CIP Projects shall be included in Exhibit “B” attached hereto and incorporated herein (the “CIP Projects List”). The CIP Projects List shall include the proposed CIP Projects for funding, estimated costs, and a limitation on the aggregate amount that the Owner shall be obligated to fund, as provided in Exhibit “B”. The preliminary CIP Projects List shall be provided by the City subsequent to the adoption of the Third Amendment and shall be subject to the written approval of the District, TC MUD 19, TC MUD 20, and the Owner, which approval shall not be unreasonably withheld, conditioned, or delayed. The CIP Projects List may be amended from time to time with the written approval of the District, TC MUD 19, TC MUD 20, the City, and the Owner, which approval shall not be unreasonably withheld, conditioned, or delayed. An amended CIP Projects List may replace an existing CIP Projects List and be attached to the Third Amendment without the need for any further amendment to this Agreement.
- (c) Owner shall only be required to fund those CIP Projects included in the CIP Projects List (each an “Approved CIP Project”). Owner shall contract, or cause the District to contract, for the construction of each Approved CIP Project, and Owner shall advance the funds necessary to pay for the Approved CIP Project. The District’s payment obligations for an Approved CIP Project are limited solely to reimbursing Owner for eligible costs, as set forth in this Agreement. The District agrees that it will reimburse Owner for such eligible costs in accordance with the terms of any financing agreements between Owner and the District. For the District to reimburse Owner for costs incurred in connection with an Approved CIP Project, the District must derive a use or benefit from such project.
- (d) Owner shall fund an Approved CIP Project, subject to the following conditions and limitations:
 - i. An Approved CIP Project must be eligible to be financed by the District pursuant to the rules and regulations of the TCEQ or other

applicable law, as determined by the District's attorneys and engineers.

- ii. Owner shall only be obligated to fund costs associated with an Approved CIP Project to the extent such costs are eligible to be financed by the District pursuant to the rules and regulations of the TCEQ or other applicable law, as determined by the District's attorneys and engineers.
 - iii. The contract for construction of an Approved CIP Project must be publicly bid in accordance with all laws, rules, and regulations applicable to the District and the City, including, but not limited to, the Texas Water Code and TCEQ regulations. The Board of Directors of the District, TC MUD 19, or TC MUD 20, as applicable, must approve award of the contract for construction prior to construction commencing. If an Approved CIP Project includes improvements that are not eligible to be financed by the District ("Non-Eligible Costs"), such improvements shall be bid separately from the other, eligible public improvements or as alternative bid items, and the City shall be solely responsible for funding such Non-Eligible Costs. In such event, the Owner and the City agree that they will enter into a separate escrow agreement pursuant to which the City will deposit an amount equal to such Non-Eligible Costs into an escrow account prior to construction commencing on the applicable Approved CIP Project, and such agreement shall provide that the escrowed funds will be disbursed directly to the constructing party and utilized solely for funding the Non-Eligible Costs and related improvements.
 - iv. An Approved CIP Project must be located within the boundaries of the District, TC MUD 19, or TC MUD 20.
 - v. Owner funding of an Approved CIP Project shall be subject to all other applicable terms and conditions of this Agreement.
- (e) The District, TC MUD 19, TC MUD 20, the City, and the Owner shall meet at least annually to discuss the bond capacity of the districts for the current year and any proposed, upcoming bond issuances during such year, unless any such meeting is waived by all parties or the Owner has fully funded its Approved CIP Project obligations.
- (f) When calculating the aggregate amount of Bonds collectively issued by the District, TC MUD 19, and TC MUD 20, Bonds issued to reimburse the Owner for any Approved CIP Project costs shall be included in such calculation.

(g) In the event that Owner or the District is in default under Section 3.09 or Section 3.10 of this Agreement, the City may object to a proposed issuance of a series of Bonds by the District. If the City objects to a proposed Bond issuance of the District due to such a default (a "City Objection"), the City shall have a period of thirty (30) days after receiving the District certification required under Section 3.02 of this Agreement or otherwise receiving or providing written notice of such default, within which to object to the proposed issuance of a series of Bonds. If the City fails to object within such thirty (30) day period, the City shall be deemed to have waived all such objections. If the City objects to a proposed District Bond issue, such City objection shall (i) be in writing to the District and Owner, (ii) be signed by the City Manager or the City Manager's designee, and (iii) specifically identify the default under Section 3.09 or Section 3.10. In the event a City Objection is timely given to the District with respect to a specific issuance of Bonds, the City, the District, and the Owner, shall cooperate to resolve the City Objection within a reasonable time, and the issuance of Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived by written agreement.

(h) The obligations of the District under this Section 3.09 shall terminate upon the termination of this Agreement.

8. Section 3.10 is added to the Facilities Agreement as follows:

Section 3.10. Owner Net Bond Proceeds. After such time that the District, TC MUD 19, and TC MUD 20 collectively issue Bonds in an aggregate amount of \$219,012,000.00, the Owner agrees that it will pay, or cause the District to pay, to the City, from each subsequent Bond issuance by the District, an amount equal to ten percent (10%) of the Bond proceeds that the District would otherwise pay to the Owner as reimbursement for eligible costs ("Net Bond Proceeds"). Such payment shall be paid to the City within five (5) business days of receipt of any Net Bond Proceeds by Owner. In connection with the foregoing, the District's Board of Directors must approve a reimbursement report analyzing such eligible costs, as required by TCEQ rules and regulations, and may require a release and receipt of payment executed by the City.

9. Section 5.02(a) of the Facilities Agreement is restated in its entirety to read as follows:

Section 5.02. Payment of Tax Rebate Amount.

(a) Subject to the terms, conditions, and limitations of this Article V, the District shall receive payments of the Tax Rebate Amount with respect to

reimbursement of the Reimbursable Costs of the District Improvements. The rebate period for the Tax Rebate Amount (the "Tax Rebate Period") began on January 1st of the year during which the District levied its initial debt service ad valorem tax ("Commencement Date"). The Tax Rebate Period ends on the earlier of (i) December 31st twenty-five (25) years after the date of issuance of the last series of District Bonds (excluding refunding bonds); or (ii) the date the sum of the Tax Rebate Amount payments equals the Reimbursable Costs and the non-construction costs of the type that are permitted to be reimbursed pursuant to the rules and regulations of the TCEQ or other applicable law and actually incurred with respect to the District Improvements. The District shall receive that portion of the total ad valorem tax collected by the City each year during the Tax Rebate Period on the Property produced by the levy of a rate equal to \$0.2371 per \$100 of assessed valuation ("Tax Rebate Amount"), subject to the following terms and conditions:

- (i) Commencing on the Commencement Date, the City will maintain a separate escrow account (the "Tax Escrow Account"), and, during the Tax Rebate Period, deposit the Tax Rebate Amount for each tax year during the Tax Rebate Period, into the Tax Escrow Account. The Tax Escrow Account will be held by the City and the Tax Rebate Amount paid out to the District as provided in this Agreement.
- (ii) Beginning in the first June following the Commencement Date, portions of the Tax Rebate Amount on hand and available will be paid by the City to the District annually on or before June 30th of each year during the Tax Rebate Period. The City's obligations to make payments of the Tax Rebate Amount shall terminate upon the end of the Tax Rebate Period.
- (iii) After the District has issued Bonds to pay or reimburse for all Authorized Projects, in the event that the annual debt service requirements of the outstanding Bonds of the District should decrease for three (3) consecutive years, thereafter the Tax Rebate Amount shall be reduced by an amount equal to the decrease in the District's annual debt service requirements. Each year during the Term hereof on June 1st, the District will provide the City with documentation as reasonably required by the City showing the debt service requirements of the outstanding Bonds of the District.
- (iv) Upon receipt, all portions of the Tax Rebate Amount shall be used to assist with funding or financing the Reimbursable Costs of District Improvements, including payment of principal of and interest on Bonds issued by the District for such purpose, as well as other non-

construction costs of the type permitted to be reimbursed pursuant to the rules and regulations of the TCEQ or other applicable law. However, with respect to the City Wastewater Facilities, it is the intent and agreement of the Parties that the Owner may be reimbursed by the District for only the Reimbursable Costs of the City Wastewater Facilities that have not been reimbursed to Owner by Impact Fee Rebates as of (i) the expiration of the impact fee rebate period established in Section 10.04 of the Development Agreement; or (ii) the installment of the Impact Fee Rebates that includes the Wastewater Impact Fee for the last lot, tract, parcel or building site within the Property, whichever is earliest to occur; or (iii) at an earlier date as otherwise may be approved by the City Manager. In no event will the Tax Rebate Amount be used in combination with Impact Fee Rebates to fund more than the Reimbursable Costs of the City Wastewater Facilities that serve the Property. It is further the intent and agreement of the Parties that the maximum Tax Rebate Amount paid by the City to the District shall not exceed the Reimbursable Costs and the non-construction costs of the type permitted to be reimbursed pursuant to the rules and regulations of the TCEQ or other applicable law and actually incurred with respect to the District improvements.

10. Article VI of the Facilities Agreement is restated in its entirety to read as follows:

**ARTICLE VI
ABOLITION OF DISTRICT**

The City may abolish the District at any time after the District has issued Bonds required for financing all Reimbursable Costs and all non-construction costs of the type permitted to be reimbursed pursuant to the rules and regulations of the TCEQ or other applicable law and actually incurred with respect to the District Improvements in accordance with this Agreement. In such event, the City shall assume the indebtedness and legal obligations of the District to the extent required by law.

11. The reference to "Exhibit "C" Bond Limit Amount" in Section 9.13 of the Facilities Agreement shall be modified to "Exhibit "C" Authorized Projects," and Exhibit "C" of the Facilities Agreement is replaced in its entirety with Exhibit "C" attached hereto and incorporated herein.

12. Miscellaneous.

a. All capitalized terms in this Third Amendment that are not defined herein shall have the meaning set forth in the Facilities Agreement.

b. Except as modified by this Third Amendment, the terms of the Facilities Agreement shall remain in full force and effect. To the extent of any conflict between the terms of the Consent Ordinance, the Facilities Agreement and this Third Amendment, the terms of this Third Amendment shall control.

c. Any references to the Agreement in the Facilities Agreement shall be considered references to the Facilities Agreement, as amended and modified by this Third Amendment.

d. The recitals set forth above are declared to be true and correct and are incorporated herein.

e. The Facilities Agreement, as amended by this Third Amendment, contains the entire agreement among Owner, City, and the District with respect to the subject matter thereof and supersedes all previous communications, representations, or agreements, either verbal or written, among such parties with respect to such matters.

f. This Third Amendment may be executed in multiple counterparts, all of which shall be construed together as an original instrument to the same extent and with like effect as though all the Parties had executed each counterpart.

13. Statutory Verifications. For purposes of Sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, Owner hereby verifies, represents, and warrants that it and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliates:

a. Foreign Terrorist Organizations. Do not and will not engage in business with Iran, Sudan, or any foreign terrorist organization and are not a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code for the term of this Agreement. "Foreign terrorist organization" has the meaning provided in Section 2252.151 of the Texas Government Code.

b. No Boycott of Israel. Do not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott Israel" has the meaning provided in Section 808.001 of the Texas Government Code.

c. No Discrimination Against Firearm Entities. 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 Agreement. "Discriminate against a firearm entity or firearm trade

association” has the meaning provided in Section 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in Section 2274.001(6) and (7) of the Texas Government Code.

d. No Boycott of Energy Companies. Do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The term “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001 of the Texas Government Code, as amended.

e. At the request of the District, Owner agrees to execute further written verifications or certifications as may be necessary or convenient for the District to establish compliance with Texas law, including, as necessary, a standing letter or bring-down certificate in a form approved by the Office of the Attorney General of Texas.

f. All statutory representations and covenants in this Section 13 shall survive termination of the Facilities Agreement, as amended by this Third Amendment, until the applicable statute of limitations runs and shall not be liquidated or otherwise limited by any provision of the Facilities Agreement, as amended by this third Amendment.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Owner, City, and the District have caused this Third Amendment to be duly executed effective as of the Effective Date.

TRAVISSO, LTD.,
a Texas limited partnership

By: TMC Travisso GP, LLC,
a Texas limited liability company
its General Partner

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____ 2026, by _____, _____ of TMC Travisso GP, LLC, a Texas limited liability company, General Partner of TRAVISSO, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

(NOTARY SEAL)

Notary Public, State of Texas

CITY OF LEANDER, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

(SEAL)

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, _____ and _____, of the CITY OF LEANDER, TEXAS, a Texas home-rule municipal corporation, on behalf of said City.

(NOTARY SEAL)

Notary Public, State of Texas

**TRAVIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 21**

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

(SEAL)

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, _____, and _____, of the Board of Directors of TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 21, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

EXHIBIT "A"
Consent Ordinance Amendment

[see attached]

EXHIBIT "B"
CIP Projects List

Approved CIP Projects	Estimated Costs
	\$
	\$
	\$
	\$
	\$
	\$
Total	_____

Approved CIP Projects Reimbursement Limitation Amount: The Owner shall be obligated to fund eligible expenses relating to Approved CIP Projects in an aggregate amount not to exceed \$5,000,000.00, which amount is inclusive of Owner's obligations under this Agreement and the respective Facilities Agreements for TC MUD 19 and TC MUD 20. The Owner shall not be required to separately fund such amount under each of the respective agreements.

EXHIBIT "C"
Authorized Projects

[Month] [Date], 20__

Authorized Projects	Costs Incurred to Date
Water Improvements	\$
Wastewater Improvements	\$
Storm Sewer and Drainage Improvements	\$
Road Improvements	\$
Parks and Recreational Improvements	\$
District-Reimbursable Land Costs	\$
Total	_____



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending Ordinance No. 12-035-00, which consented to the Creation of Travis County Municipal Utility District No. 19 and the inclusion of land therein, to amend City consent conditions and related matters; and Third Amendment to the Facilities Agreement with Travis County Municipal Utility District No. 19.

BACKGROUND:

On May 3, 2012, the City entered into a Development Agreement – Nameless Valley Ranch addressing the development of the Travisso subdivision. The development is located in three in-City municipal utility districts (Travis County Municipal Utility Districts (MUD) Nos. 19, 20, and 21). The City approved the creation of the MUD's by ordinances adopted on July 20, 2012, and the City, the Developer, and the future MUD's entered into a Facilities Agreement for each MUD, which have been amended twice.

The Facilities Agreements address parameters and limitations on the issuance of bonds by the MUD's, including: specific improvements that can be funded by the bonds; limits on the amount of bonds that can be issued; deadlines for issuance of bonds; and maximum maturity periods for bonds. In addition, the Facilities Agreements provides for the City to pay the Developer a Tax Rebate in the amount of a portion of the total ad valorem tax collected by the City each year on the taxable property within the MUD produced by the levy of a rate equal to \$0.2371 per \$100 of assessed valuation to pay for the Project Improvements and a portion of the Wastewater Facilities identified in the Development Agreement.

The Developer and MUD's have requested that the City make the following changes to the Facilities Agreements:

- Remove the limit on the amount of bonds the MUDs may issue. The effect of this change will be that the MUD can issue bonds up to the limit of their bonding capacity based on property values, any other limitations on their tax rate, and compliance with applicable laws and TCEQ regulations.
- Remove the specific list of Project Improvements, which would allow the MUD to issue bonds for any improvement that is authorized to be funded with MUD bonds under applicable statutes and TCEQ regulations.
- Extend the period during which the MUD can issue bonds (excluding refunding bonds) from 15 years from the District's initial levy of ad valorem taxes to 15 years from the effective date of this Third Amendment (which would be 2041); provided that the MUD can issue bonds for any land annexed into the MUD after the effective date of the Third Amendment for a period of 15 years after the date of annexation. The MUD may annex land only with City consent. This results in the Tax Rebate payments being extended, because the Tax Rebate continues until the earlier to occur of 25 years after the last bond issuance (excluding refunding bonds) or the Reimbursable Costs of District Improvements are paid.
- Change the latest principal maturity from 2067 to 2066.

- Establishing a maximum maturity of not greater than 25 years for any one series of Bonds.

In exchange for the above changes to the Facilities Agreement, the City has negotiated for the Third Amendment to do the following:

- The MUDs will fund up to \$5 million in public improvements. The \$5 million in improvements will be included in the \$219 million in bond issuances, described in the next bullet point. The \$5 million must be spent on public improvements that can legally be funded by the MUD and that are located within the MUD boundaries.
- The Developer will pay the City an amount equal to 10% of net bond proceeds for each bond issuance that occurs after the Districts issue \$219 million in bonds. The payment can be used for any lawful purpose determined appropriate by the City. The funds are not restricted like the \$5 million.

Click on the link to [Travis County MUD 19](#) to view Ordinance No. 12-036-00 creating the Municipal Utility District; Facilities Agreement; First Amendment Facilities Agreement; Second Amendment to the Facilities Agreement; and First and Second Amendments to Facilities Agreement Signature Pages.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of an Ordinance amending Ordinance No. 12-035-00, which consented to the creation of Travis County Municipal Utility District No. 19 and the inclusion of land therein, to amend City consent conditions and related matters; and the Third Amendment to the Facilities Agreement with Travis County Municipal Utility District No. 19.

PRESENTER:

Brad Barrett, Asst. City Attorney

Fiscal Impact

Attachments:

1. Consent Ordinance Amendment
2. Third Amendment to Facilities Agreement

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING
ORDINANCE NO. 12-035-00, WHICH CONSENTED TO THE
CREATION OF TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT
NO. 19 AND THE INCLUSION OF LAND THEREIN, TO AMEND CITY
CONSENT CONDITIONS AND RELATED MATTERS

WHEREAS, the City Council of the City of Leander, Texas (the "City"), adopted Ordinance No. 12-035-00 on July 5, 2012 (the "Consent Ordinance"), which consented to the creation of Travis County Municipal Utility District No. 19 (the "District") and the inclusion of land therein within the corporate limits of the City; and

WHEREAS, the Consent Ordinance contains consent conditions that place certain limitations on the issuance of bonds by the District; and

WHEREAS, the City and the District are parties to that certain Facilities Agreement dated effective July 20, 2012 (the "Initial Facilities Agreement"), as amended by that certain First Amendment to Facilities Agreement dated effective November 1, 2012 (the "First Amendment"), that certain Second Amendment to Facilities Agreement dated effective April 17, 2014 (the "Second Amendment"), and that certain Third Amendment to the Facilities Agreement dated effective _____, 2026, (the "Third Amendment", together with the Initial Facilities Agreement, the First Amendment, and the Second Amendment are referred to as "Facilities Agreement"); and

WHEREAS, the Third Amendment modifies certain consent conditions placed on issuance of bonds by the District; and

WHEREAS, the City Council desires to amend certain of the consent conditions contained in the Consent Ordinance to be consistent with the Third Amendment as set forth herein;

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. City Consent Conditions.

(a) Section 2(c) of the Consent Ordinance is hereby amended to read as follows:

The District may issue bonds for any purpose authorized by law. The District shall obtain all necessary authorizations for bonds issued in accordance with this Ordinance and laws applicable to the District.

(b) Section 3(a) of the Consent Ordinance is hereby amended to read as follows:

(a) Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements, provided, such requirements do not generally render the Bonds unmarketable:

(i) The Bonds shall be issued in series with a minimum limit on each series of Bonds being \$1,000,000, unless otherwise recommended by the District's financial advisor or unless such Bonds are the final and full installment of reimbursement to a developer within the District;

(ii) No Bonds shall be issued by the District subsequent to the fifteenth (15th) anniversary of the effective date of the Third Amendment; provided, however, that the District may issue refunding Bonds after such fifteen (15) year period, subject to the terms and conditions of the Facilities Agreement;

(iii) No Bonds, including refunding Bonds, shall be issued with the latest principal maturity date beyond forty (40) years from the effective date of the Third Amendment;

(iv) The Bonds shall have a maximum maturity of not greater than twenty-five (25) years for any one series of Bonds;

(v) Notwithstanding anything to the contrary in Section 3(a)(ii) and Section 3(a)(iii), in the event that any additional tracts of land are annexed into the District (each such tract, an "Annexation Tract"), subject to any required City consent to such annexation, the District may issue Bonds to finance any Authorized Projects, as defined in the Facilities Agreement, resulting from annexation of an Annexation Tract for a period of fifteen (15) years from the date an Annexation Tract is annexed into the boundaries of the District (the "Annexation Date"). The District may issue refunding Bonds after such fifteen (15) year period, subject to the terms and conditions of this Ordinance and the

Third Amendment, but no Bonds, including refunding bonds, shall be issued to finance any Authorized Projects resulting from annexation of an Annexation Tract with the latest principal maturity date beyond forty (40) years from the applicable Annexation Date;

(vi) The Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any interest payment date no later than subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and (with the exception of refunding bonds) will be sold only after the taking of public bid therefore, and none of such Bonds, other than refunding Bonds, will be sold for less than 97% of par. The net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such Bonds is given or a similar index if such index should cease to exist;

(vii) No variable rate Bonds shall be issued by the District without City approval; and

(viii) Refunding Bonds must provide for a minimum of 3% net present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds.

Section 3. Conflicting Ordinances. Ordinance No. 12-035-00 is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance, as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

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

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

PASSED, ADOPTED AND APPROVED on this ____ of _____, 2026.

ATTEST:

CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor

**THIRD AMENDMENT TO
FACILITIES AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS THIRD AMENDMENT TO FACILITIES AGREEMENT (this "Third Amendment") is effective as of _____, 2026 (the "Effective Date"), by and among TRAVISSO, LTD., a Texas limited partnership ("Owner"), the CITY OF LEANDER, TEXAS, a Texas home-rule municipal corporation ("City"), and TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 19, a political subdivision of the State of Texas, created and operating pursuant to Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (the "District").

RECITALS

Lookout Partners, L.P., a Texas limited partnership, and Key-Deer Holdings, L.P., a Texas limited partnership (collectively, "Original Owners"), and the City entered into that certain Facilities Agreement dated effective July 20, 2012 (the "Initial Facilities Agreement"), as amended by that certain First Amendment to Facilities Agreement dated effective November 1, 2012 (the "First Amendment").

Original Owners assigned to Taylor Morrison of Texas, Inc., a Texas corporation ("Taylor Morrison"), and Taylor Morrison received from Original Owners, all of Original Owners' rights, title, and obligations under the Initial Facilities Agreement, as amended by the First Amendment, pursuant to that certain Assignment of Facilities Agreements dated effective December 21, 2012. Taylor Morrison subsequently assigned all of its rights, title, and obligations under the Facilities Agreement, as amended by the First Amendment, to Owner pursuant to that certain Assignment of Facilities Agreements dated effective April 12, 2013.

Owner and City subsequently entered into that certain Second Amendment to Facilities Agreement dated effective April 17, 2014 (the "Second Amendment", together with the Initial Facilities Agreement and the First Amendment, the "Facilities Agreement").

Following the creation of the District, the District joined in the execution of the Facilities Agreement on June 5, 2017.

Owner, City, and the District have agreed to make certain amendments and modifications to the Facilities Agreement as set forth in this Third Amendment.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits of this Third Amendment, Owner, City, and the District agree as follows:

1. The definition of “Bond Limit Amount” in Article I of the Facilities Agreement and any references to Bond Limit Amount in the Facilities Agreement are deleted in their entirety.

2. The definition of “District Improvements” in Article I of the Facilities Agreement is restated in its entirety to read as follows:

“District Improvements” means (a) the Project Improvements; and (b) the portion of the City Wastewater Facilities described in Section 10.07(c) of the Development Agreement, that serves or otherwise benefits the Property, the Reimbursable Costs of which have not been reimbursed to Owner by impact fee rebates pursuant to Section 10.07(c) of the Development Agreement.

3. Section 3.01 of the Facilities Agreement is restated in its entirety to read as follows:

Section 3.01. Consent Ordinance. The District hereby acknowledges, accepts, and agrees to operate in accordance with the terms and conditions of the Consent Ordinance, as amended by Ordinance No. ___ - ___ - ____, which is attached hereto as Exhibit “A” and incorporated herein.

4. Section 3.04(a)-(b) of the Facilities Agreement is restated in its entirety to read as follows:

Section 3.04. Authorized Projects and Reporting Requirements.

(a) The District agrees that the Bonds to be issued by the District shall be used solely to pay or reimburse for projects and costs that are eligible to be financed by the District pursuant to the rules and regulations of the TCEQ or other applicable law, including, but not limited to, for the authorized purposes listed in Exhibit “C” of this Agreement (collectively, the “Authorized Projects”).

(b) The District or Owner shall prepare and update annually (and deliver a copy to the City) by June 1 of each year an updated Exhibit “C” (the “Annual Authorized Projects Update”), which shall include the cost of the Authorized Projects (the “Authorized Projects Budget”). The Authorized Projects Budget shall separately identify, for each line item, the costs paid for completed District Improvements. Upon completion of work under each construction

contract, the District or Owner shall deliver to the City a statement of the total costs incurred under each contract. The Parties acknowledge and agree that the Authorized Projects and costs included in Exhibit "C" will vary over the term of this Agreement and are not intended as a limitation on Authorized Projects or amounts that may be expended for such projects. Upon delivery of the Annual Authorized Projects Update to the City each year during the term of this Agreement, Exhibit "C" to the Agreement shall automatically be amended to include the Annual Authorized Projects Update without any further action of the Parties.

5. Section 3.05 of the Facilities Agreement is restated in its entirety to read as follows:

Section 3.05. Limitation on Bond Issuances.

- (a) No Bonds shall be issued by the District subsequent to the fifteenth (15th) anniversary of the effective date of the Third Amendment (the "Bond Issuance Period"); provided, however, that the District may issue refunding Bonds after such fifteen (15) year period, subject to the terms and conditions of this Agreement.
- (b) No Bonds, including refunding Bonds, shall be issued with the latest principal maturity date beyond forty (40) years from the effective date of the Third Amendment.
- (c) The Bonds shall have a maximum maturity of not greater than twenty-five (25) years for any one series of Bonds;
- (d) Notwithstanding anything to the contrary in Section 3.05(a) and Section 3.05(b), in the event that any additional tracts of land are annexed into the District (each such tract, an "Annexation Tract"), subject to any required City consent to such annexation, the District may issue Bonds to finance any Authorized Projects resulting from annexation of an Annexation Tract for a period of fifteen (15) years from the date an Annexation Tract is annexed into the boundaries of the District (the "Annexation Date"). The District may issue refunding Bonds after such fifteen (15) year period, subject to the terms and conditions of this Agreement, but no Bonds, including refunding bonds, shall be issued to finance any Authorized Projects resulting from annexation of an Annexation Tract with the latest principal maturity date beyond forty (40) years from the applicable Annexation Date.
- (e) Any agreement of the District to reimburse Owner may only be for those costs and expenses which are eligible to be reimbursed as Authorized Projects.

6. Section 3.08(c) of the Facilities Agreement is deleted in its entirety.
7. Section 3.09 is added to the Facilities Agreement as follows:

Section 3.09. Owner Funding of City CIP Projects.

- (a) Subject to the terms and conditions of this Section 3.09, Owner agrees to fund certain costs associated with City capital improvement program projects (“CIP Projects”) necessary to serve the District, Travis County Municipal Utility District No. 20 (“TC MUD 20”), and/or Travis County Municipal Utility District No. 21 (“TC MUD 21”).
- (b) A list of CIP Projects shall be included in Exhibit “B” attached hereto and incorporated herein (the “CIP Projects List”). The CIP Projects List shall include the proposed CIP Projects for funding, estimated costs, and a limitation on the aggregate amount that the Owner shall be obligated to fund, as provided in Exhibit “B”. The preliminary CIP Projects List shall be provided by the City subsequent to the adoption of the Third Amendment and shall be subject to the written approval of the District, TC MUD 20, TC MUD 21, and the Owner, which approval shall not be unreasonably withheld, conditioned, or delayed. The CIP Projects List may be amended from time to time with the written approval of the District, TC MUD 20, TC MUD 21, the City, and the Owner, which approval shall not be unreasonably withheld, conditioned, or delayed. An amended CIP Projects List may replace an existing CIP Projects List and be attached to the Third Amendment without the need for any further amendment to this Agreement.
- (c) Owner shall only be required to fund those CIP Projects included in the CIP Projects List (each an “Approved CIP Project”). Owner shall contract, or cause the District to contract, for the construction of each Approved CIP Project, and Owner shall advance the funds necessary to pay for the Approved CIP Project. The District’s payment obligations for an Approved CIP Project are limited solely to reimbursing Owner for eligible costs, as set forth in this Agreement. The District agrees that it will reimburse Owner for such eligible costs in accordance with the terms of any financing agreements between Owner and the District. For the District to reimburse Owner for costs incurred in connection with an Approved CIP Project, the District must derive a use or benefit from such project.
- (d) Owner shall fund an Approved CIP Project, subject to the following conditions and limitations:

- i. An Approved CIP Project must be eligible to be financed by the District pursuant to the rules and regulations of the TCEQ or other applicable law, as determined by the District's attorneys and engineers.
 - ii. Owner shall only be obligated to fund costs associated with an Approved CIP Project to the extent such costs are eligible to be financed by the District pursuant to the rules and regulations of the TCEQ or other applicable law, as determined by the District's attorneys and engineers.
 - iii. The contract for construction of an Approved CIP Project must be publicly bid in accordance with all laws, rules, and regulations applicable to the District and the City, including, but not limited to, the Texas Water Code and TCEQ regulations. The Board of Directors of the District, TC MUD 20, or TC MUD 21, as applicable, must approve award of the contract for construction prior to construction commencing. If an Approved CIP Project includes improvements that are not eligible to be financed by the District ("Non-Eligible Costs"), such improvements shall be bid separately from the other, eligible public improvements or as alternative bid items, and the City shall be solely responsible for funding such Non-Eligible Costs. In such event, the Owner and the City agree that they will enter into a separate escrow agreement pursuant to which the City will deposit an amount equal to such Non-Eligible Costs into an escrow account prior to construction commencing on the applicable Approved CIP Project, and such agreement shall provide that the escrowed funds will be disbursed directly to the constructing party and utilized solely for funding the Non-Eligible Costs and related improvements.
 - iv. An Approved CIP Project must be located within the boundaries of the District, TC MUD 20, or TC MUD 21.
 - v. Owner funding of an Approved CIP Project shall be subject to all other applicable terms and conditions of this Agreement.
- (e) The District, TC MUD 20, TC MUD 21, the City, and the Owner shall meet at least annually to discuss the bond capacity of the districts for the current year and any proposed, upcoming bond issuances during such year, unless any such meeting is waived by all parties or the Owner has fully funded its Approved CIP Project obligations.

- (f) When calculating the aggregate amount of Bonds collectively issued by the District, TC MUD 20, and TC MUD 21, Bonds issued to reimburse the Owner for any Approved CIP Project costs shall be included in such calculation.
- (g) In the event that Owner or the District is in default under Section 3.09 or Section 3.10 of this Agreement, the City may object to a proposed issuance of a series of Bonds by the District. If the City objects to a proposed Bond issuance of the District due to such a default (a "City Objection"), the City shall have a period of thirty (30) days after receiving the District certification required under Section 3.02 of this Agreement or otherwise receiving or providing written notice of such default, within which to object to the proposed issuance of a series of Bonds. If the City fails to object within such thirty (30) day period, the City shall be deemed to have waived all such objections. If the City objects to a proposed District Bond issue, such City objection shall (i) be in writing to the District and Owner, (ii) be signed by the City Manager or the City Manager's designee, and (iii) specifically identify the default under Section 3.09 or Section 3.10. In the event a City Objection is timely given to the District with respect to a specific issuance of Bonds, the City, the District, and the Owner, shall cooperate to resolve the City Objection within a reasonable time, and the issuance of Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived by written agreement.
- (h) The obligations of the District under this Section 3.09 shall terminate upon the termination of this Agreement.

8. Section 3.10 is added to the Facilities Agreement as follows:

Section 3.10. Owner Net Bond Proceeds. After such time that the District, TC MUD 20, and TC MUD 21 collectively issue Bonds in an aggregate amount of \$219,012,000.00, the Owner agrees that it will pay, or cause the District to pay, to the City, from each subsequent Bond issuance by the District, an amount equal to ten percent (10%) of the Bond proceeds that the District would otherwise pay to the Owner as reimbursement for eligible costs ("Net Bond Proceeds"). Such payment shall be paid to the City within five (5) business days of receipt of any Net Bond Proceeds by Owner. In connection with the foregoing, the District's Board of Directors must approve a reimbursement report analyzing such eligible costs, as required by TCEQ rules and regulations, and may require a release and receipt of payment executed by the City.

9. Section 5.02(a) of the Facilities Agreement is restated in its entirety to read as follows:

Section 5.02. Payment of Tax Rebate Amount.

(a) Subject to the terms, conditions, and limitations of this Article V, the District shall receive payments of the Tax Rebate Amount with respect to reimbursement of the Reimbursable Costs of the District Improvements. The rebate period for the Tax Rebate Amount (the "Tax Rebate Period") began on January 1st of the year during which the District levied its initial debt service ad valorem tax ("Commencement Date"). The Tax Rebate Period ends on the earlier of (i) December 31st twenty-five (25) years after the date of issuance of the last series of District Bonds (excluding refunding bonds); or (ii) the date the sum of the Tax Rebate Amount payments equals the Reimbursable Costs and the non-construction costs of the type that are permitted to be reimbursed pursuant to the rules and regulations of the TCEQ or other applicable law and actually incurred with respect to the District Improvements. The District shall receive that portion of the total ad valorem tax collected by the City each year during the Tax Rebate Period on the Property produced by the levy of a rate equal to \$0.2371 per \$100 of assessed valuation ("Tax Rebate Amount"), subject to the following terms and conditions:

- (i) Commencing on the Commencement Date, the City will maintain a separate escrow account (the "Tax Escrow Account"), and, during the Tax Rebate Period, deposit the Tax Rebate Amount for each tax year during the Tax Rebate Period, into the Tax Escrow Account. The Tax Escrow Account will be held by the City and the Tax Rebate Amount paid out to the District as provided in this Agreement.
- (ii) Beginning in the first June following the Commencement Date, portions of the Tax Rebate Amount on hand and available will be paid by the City to the District annually on or before June 30th of each year during the Tax Rebate Period. The City's obligations to make payments of the Tax Rebate Amount shall terminate upon the end of the Tax Rebate Period.
- (iii) After the District has issued Bonds to pay or reimburse for all Authorized Projects, in the event that the annual debt service requirements of the outstanding Bonds of the District should decrease for three (3) consecutive years, thereafter the Tax Rebate Amount shall be reduced by an amount equal to the decrease in the District's annual debt service requirements. Each year during the Term hereof on June 1st, the District will provide the City with documentation as reasonably required by the City showing the debt service requirements of the outstanding Bonds of the District.

- (iv) Upon receipt, all portions of the Tax Rebate Amount shall be used to assist with funding or financing the Reimbursable Costs of District Improvements, including payment of principal of and interest on Bonds issued by the District for such purpose, as well as other non-construction costs of the type permitted to be reimbursed pursuant to the rules and regulations of the TCEQ or other applicable law. However, with respect to the City Wastewater Facilities, it is the intent and agreement of the Parties that the Owner may be reimbursed by the District for only the Reimbursable Costs of the City Wastewater Facilities that have not been reimbursed to Owner by Impact Fee Rebates as of (i) the expiration of the impact fee rebate period established in Section 10.04 of the Development Agreement; or (ii) the installment of the Impact Fee Rebates that includes the Wastewater Impact Fee for the last lot, tract, parcel or building site within the Property, whichever is earliest to occur; or (iii) at an earlier date as otherwise may be approved by the City Manager. In no event will the Tax Rebate Amount be used in combination with Impact Fee Rebates to fund more than the Reimbursable Costs of the City Wastewater Facilities that serve the Property. It is further the intent and agreement of the Parties that the maximum Tax Rebate Amount paid by the City to the District shall not exceed the Reimbursable Costs and the non-construction costs of the type permitted to be reimbursed pursuant to the rules and regulations of the TCEQ or other applicable law and actually incurred with respect to the District improvements.

10. Article VI of the Facilities Agreement is restated in its entirety to read as follows:

**ARTICLE VI
ABOLITION OF DISTRICT**

The City may abolish the District at any time after the District has issued Bonds required for financing all Reimbursable Costs and all non-construction costs of the type permitted to be reimbursed pursuant to the rules and regulations of the TCEQ or other applicable law and actually incurred with respect to the District Improvements in accordance with this Agreement. In such event, the City shall assume the indebtedness and legal obligations of the District to the extent required by law.

11. The reference to "Exhibit "C" Bond Limit Amount" in Section 9.13 of the Facilities Agreement shall be modified to "Exhibit "C" Authorized Projects," and Exhibit "C" of the Facilities Agreement is replaced in its entirety with Exhibit "C" attached hereto and incorporated herein.

12. Miscellaneous.

a. All capitalized terms in this Third Amendment that are not defined herein shall have the meaning set forth in the Facilities Agreement.

b. Except as modified by this Third Amendment, the terms of the Facilities Agreement shall remain in full force and effect. To the extent of any conflict between the terms of the Consent Ordinance, the Facilities Agreement and this Third Amendment, the terms of this Third Amendment shall control.

c. Any references to the Agreement in the Facilities Agreement shall be considered references to the Facilities Agreement, as amended and modified by this Third Amendment.

d. The recitals set forth above are declared to be true and correct and are incorporated herein.

e. The Facilities Agreement, as amended by this Third Amendment, contains the entire agreement among Owner, City, and the District with respect to the subject matter thereof and supersedes all previous communications, representations, or agreements, either verbal or written, among such parties with respect to such matters.

f. This Third Amendment may be executed in multiple counterparts, all of which shall be construed together as an original instrument to the same extent and with like effect as though all the Parties had executed each counterpart.

13. Statutory Verifications. For purposes of Sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, Owner hereby verifies, represents, and warrants that it and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliates:

a. Foreign Terrorist Organizations. Do not and will not engage in business with Iran, Sudan, or any foreign terrorist organization and are not a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code for the term of this Agreement. "Foreign terrorist organization" has the meaning provided in Section 2252.151 of the Texas Government Code.

b. No Boycott of Israel. Do not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott Israel" has the meaning provided in Section 808.001 of the Texas Government Code.

c. No Discrimination Against Firearm Entities. 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 Agreement. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in Section 2274.001(6) and (7) of the Texas Government Code.

d. No Boycott of Energy Companies. Do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code, as amended.

e. At the request of the District, Owner agrees to execute further written verifications or certifications as may be necessary or convenient for the District to establish compliance with Texas law, including, as necessary, a standing letter or bring-down certificate in a form approved by the Office of the Attorney General of Texas.

f. All statutory representations and covenants in this Section 13 shall survive termination of the Facilities Agreement, as amended by this Third Amendment, until the applicable statute of limitations runs and shall not be liquidated or otherwise limited by any provision of the Facilities Agreement, as amended by this third Amendment.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Owner, City, and the District have caused this Third Amendment to be duly executed effective as of the Effective Date.

TRAVISSO, LTD.,
a Texas limited partnership

By: TMC Travisso GP, LLC,
a Texas limited liability company
its General Partner

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____ 2026, by _____, _____ of TMC Travisso GP, LLC, a Texas limited liability company, General Partner of TRAVISSO, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

(NOTARY SEAL)

Notary Public, State of Texas

CITY OF LEANDER, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

(SEAL)

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, _____ and _____, of the CITY OF LEANDER, TEXAS, a Texas home-rule municipal corporation, on behalf of said City.

(NOTARY SEAL)

Notary Public, State of Texas

TRAVIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 19

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, _____, and _____, of the Board of Directors of TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 19, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

EXHIBIT "A"
Consent Ordinance Amendment

[see attached]

EXHIBIT "B"
CIP Projects List

Approved CIP Projects	Estimated Costs
	\$
	\$
	\$
	\$
	\$
	\$
Total	_____

Approved CIP Projects Reimbursement Limitation Amount: The Owner shall be obligated to fund eligible expenses relating to Approved CIP Projects in an aggregate amount not to exceed \$5,000,000.00, which amount is inclusive of Owner's obligations under this Agreement and the respective Facilities Agreements for TC MUD 20 and TC MUD 21. The Owner shall not be required to separately fund such amount under each of the respective agreements.

EXHIBIT "C"
Authorized Projects

[Month] [Date], 20__

Authorized Projects	Costs Incurred to Date
Water Improvements	\$
Wastewater Improvements	\$
Storm Sewer and Drainage Improvements	\$
Road Improvements	\$
Parks and Recreational Improvements	\$
District-Reimbursable Land Costs	\$
Total	_____



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Discuss and consider action on an Ordinance amending Ordinance No. 12-036-00, which consented to the Creation of Travis County Municipal Utility District No. 20 and the Inclusion of Land Therein, to Amend City Consent Conditions and Related Matters; and Third Amendment to the Facilities Agreement with Travis County Municipal Utility District No. 20.

BACKGROUND:

On May 3, 2012, the City entered into a Development Agreement – Nameless Valley Ranch addressing the development of the Travisso subdivision. The development is located in three in-City municipal utility districts (Travis County Municipal Utility Districts (MUD) Nos. 19, 20, and 21). The City approved the creation of the MUD's by ordinances adopted on July 20, 2012, and the City, the Developer, and the future MUD's entered into a Facilities Agreement for each MUD, which have been amended twice.

The Facilities Agreements address parameters and limitations on the issuance of bonds by the MUD's, including: specific improvements that can be funded by the bonds; limits on the amount of bonds that can be issued; deadlines for issuance of bonds; and maximum maturity periods for bonds. In addition, the Facilities Agreements provides for the City to pay the Developer a Tax Rebate in the amount of a portion of the total ad valorem tax collected by the City each year on the taxable property within the MUD produced by the levy of a rate equal to \$0.2371 per \$100 of assessed valuation to pay for the Project Improvements and a portion of the Wastewater Facilities identified in the Development Agreement.

The Developer and MUD's have requested that the City make the following changes to the Facilities Agreements:

- Remove the limit on the amount of bonds the MUDs may issue. The effect of this change will be that the MUD can issue bonds up to the limit of their bonding capacity based on property values, any other limitations on their tax rate, and compliance with applicable laws and TCEQ regulations.
- Remove the specific list of Project Improvements, which would allow the MUD to issue bonds for any improvement that is authorized to be funded with MUD bonds under applicable statutes and TCEQ regulations.
- Extend the period during which the MUD can issue bonds (excluding refunding bonds) from 15 years from the District's initial levy of ad valorem taxes to 15 years from the effective date of this Third Amendment (which would be 2041); provided that the MUD can issue bonds for any land annexed into the MUD after the effective date of the Third Amendment for a period of 15 years after the date of annexation. The MUD may annex land only with City consent. This results in the Tax Rebate payments being extended, because the Tax Rebate continues until the earlier to occur of 25 years after the last bond issuance (excluding refunding bonds) or the Reimbursable Costs of District Improvements are paid.
- Change the latest principal maturity from 2067 to 2066.

- Establishing a maximum maturity of not greater than 25 years for any one series of Bonds.

In exchange for the above changes to the Facilities Agreement, the City has negotiated for the Third Amendment to do the following:

- The MUDs will fund up to \$5 million in public improvements. The \$5 million in improvements will included in the \$219 million in bond issuances, described in the next bullet point. The \$5 million must be spent on public improvements that can legally be funded by the MUD and that are located within the MUD boundaries.
- The Developer will pay the City an amount equal to 10% of net bond proceeds for each bond issuance that occurs after the Districts issue \$219 million in bonds. The payment can be used for any lawful purposed determined appropriate by the City. The funds are not restricted like the \$5 million.

Click on the link to [Travis County MUD 20](#) to view Ordinance No. 12-035-00 creating the Municipal Utility District; Faciilites Agreement; First Amendment Facilities Agreement; and Second Amendment to the Facilities Agreement.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of an Ordinance amending Ordinance No. 12-036-00, which consented to the creation of Travis County Municipal Utility District No. 20 and the inclusion of land therein, to amend City consent conditions and related matters; and the Third Amendment to the Facilities Agreement with Travis County Municipal Utility District No. 20.

PRESENTER:

Brad Barrett, Asst. City Attorney

Fiscal Impact

Attachments:

1. Consent Ordinance Amendment
2. Third Amendment to Facilities Agreement

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, AMENDING
ORDINANCE NO. 12-036-00, WHICH CONSENTED TO THE
CREATION OF TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT
NO. 20 AND THE INCLUSION OF LAND THEREIN, TO AMEND CITY
CONSENT CONDITIONS AND RELATED MATTERS**

WHEREAS, the City Council of the City of Leander, Texas (the "City"), adopted Ordinance No. 12-036-00 on July 5, 2012 (the "Consent Ordinance"), which consented to the creation of Travis County Municipal Utility District No. 20 (the "District") and the inclusion of land therein within the corporate limits of the City; and

WHEREAS, the Consent Ordinance contains consent conditions that place certain limitations on the issuance of bonds by the District; and

WHEREAS, the City and the District are parties to that certain Facilities Agreement dated effective July 20, 2012 (the "Initial Facilities Agreement"), as amended by that certain First Amendment to Facilities Agreement dated effective November 1, 2012 (the "First Amendment"), that certain Second Amendment to Facilities Agreement dated effective April 17, 2014 (the "Second Amendment"), and that certain Third Amendment to the Facilities Agreement dated effective _____, 2026, (the "Third Amendment", together with the Initial Facilities Agreement, the First Amendment, and the Second Amendment are referred to as "Facilities Agreement"); and

WHEREAS, the Third Amendment modifies certain consent conditions placed on issuance of bonds by the District; and

WHEREAS, the City Council desires to amend certain of the consent conditions contained in the Consent Ordinance to be consistent with the Third Amendment as set forth herein;

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. City Consent Conditions.

(a) Section 2(c) of the Consent Ordinance is hereby amended to read as follows:

The District may issue bonds for any purpose authorized by law. The District shall obtain all necessary authorizations for bonds issued in accordance with this Ordinance and laws applicable to the District.

(b) Section 3(a) of the Consent Ordinance is hereby amended to read as follows:

(a) Bonds, including refunding Bonds, issued by the District shall, unless otherwise agreed to by the City, comply with the following requirements, provided, such requirements do not generally render the Bonds unmarketable:

(i) The Bonds shall be issued in series with a minimum limit on each series of Bonds being \$1,000,000, unless otherwise recommended by the District's financial advisor or unless such Bonds are the final and full installment of reimbursement to a developer within the District;

(ii) No Bonds shall be issued by the District subsequent to the fifteenth (15th) anniversary of the effective date of the Third Amendment; provided, however, that the District may issue refunding Bonds after such fifteen (15) year period, subject to the terms and conditions of the Facilities Agreement;

(iii) No Bonds, including refunding Bonds, shall be issued with the latest principal maturity date beyond forty (40) years from the effective date of the Third Amendment;

(iv) The Bonds shall have a maximum maturity of not greater than twenty-five (25) years for any one series of Bonds;

(v) Notwithstanding anything to the contrary in Section 3(a)(ii) and Section 3(a)(iii), in the event that any additional tracts of land are annexed into the District (each such tract, an "Annexation Tract"), subject to any required City consent to such annexation, the District may issue Bonds to finance any Authorized Projects, as defined in the Facilities Agreement, resulting from annexation of an Annexation Tract for a period of fifteen (15) years from the date an Annexation Tract is annexed into the boundaries of the District (the "Annexation Date"). The District may issue refunding Bonds after such fifteen (15) year period, subject to the terms and conditions of this Ordinance and the

Third Amendment, but no Bonds, including refunding bonds, shall be issued to finance any Authorized Projects resulting from annexation of an Annexation Tract with the latest principal maturity date beyond forty (40) years from the applicable Annexation Date;

(vi) The Bonds shall expressly provide that the District reserves the right to redeem the Bonds on any interest payment date no later than subsequent to the fifteenth (15th) anniversary of the date of issuance without premium and (with the exception of refunding bonds) will be sold only after the taking of public bid therefore, and none of such Bonds, other than refunding Bonds, will be sold for less than 97% of par. The net effective interest rate on Bonds so sold, taking into account any discount or premium as well as the interest rate borne by such bonds, will not exceed two percent (2%) above the highest average interest rate reported by the Daily Bond Buyer in its weekly "20 Bond Index" during the one-month period next preceding the date notice of the sale of such Bonds is given or a similar index if such index should cease to exist;

(vii) No variable rate Bonds shall be issued by the District without City approval; and

(viii) Refunding Bonds must provide for a minimum of 3% net present value savings and, further, must provide that the latest maturity of the refunding Bonds may not extend beyond the latest maturity of the refunded Bonds.

Section 3. Conflicting Ordinances. Ordinance No. 12-036-00 is amended as provided herein. All ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance, as adopted herein, are hereby amended to the extent of such conflict. In the event of a conflict or inconsistency between this Ordinance and any other code or ordinance of the City, the terms and provisions of this Ordinance shall govern.

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

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

PASSED, ADOPTED AND APPROVED on this ____ of _____, 2026.

ATTEST:

CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Na'Cole Thompson, Mayor

**THIRD AMENDMENT TO
FACILITIES AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS THIRD AMENDMENT TO FACILITIES AGREEMENT (this "Third Amendment") is effective as of _____, 2026 (the "Effective Date"), by and among TRAVISSO, LTD., a Texas limited partnership ("Owner"), the CITY OF LEANDER, TEXAS, a Texas home-rule municipal corporation ("City"), and TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 20, a political subdivision of the State of Texas, created and operating pursuant to Article XVI, Section 59 of the Texas Constitution, and Chapters 49 and 54, Texas Water Code, as amended (the "District").

RECITALS

Lookout Partners, L.P., a Texas limited partnership, and Key-Deer Holdings, L.P., a Texas limited partnership (collectively, "Original Owners"), and the City entered into that certain Facilities Agreement dated effective July 20, 2012 (the "Initial Facilities Agreement"), as amended by that certain First Amendment to Facilities Agreement dated effective November 1, 2012 (the "First Amendment").

Original Owners assigned to Taylor Morrison of Texas, Inc., a Texas corporation ("Taylor Morrison"), and Taylor Morrison received from Original Owners, all of Original Owners' rights, title, and obligations under the Initial Facilities Agreement, as amended by the First Amendment, pursuant to that certain Assignment of Facilities Agreements dated effective December 21, 2012. Taylor Morrison subsequently assigned all of its rights, title, and obligations under the Facilities Agreement, as amended by the First Amendment, to Owner pursuant to that certain Assignment of Facilities Agreements dated effective April 12, 2013.

Owner and City subsequently entered into that certain Second Amendment to Facilities Agreement dated effective April 17, 2014 (the "Second Amendment", together with the Initial Facilities Agreement and the First Amendment, the "Facilities Agreement").

Following the creation of the District, the District joined in the execution of the Facilities Agreement on July 20, 2017.

Owner, City, and the District have agreed to make certain amendments and modifications to the Facilities Agreement as set forth in this Third Amendment.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits of this Third Amendment, Owner, City, and the District agree as follows:

1. The definition of “Bond Limit Amount” in Article I of the Facilities Agreement and any references to Bond Limit Amount in the Facilities Agreement are deleted in their entirety.

2. The definition of “District Improvements” in Article I of the Facilities Agreement is restated in its entirety to read as follows:

“District Improvements” means (a) the Project Improvements; and (b) the portion of the City Wastewater Facilities described in Section 10.07(c) of the Development Agreement, that serves or otherwise benefits the Property, the Reimbursable Costs of which have not been reimbursed to Owner by impact fee rebates pursuant to Section 10.07(c) of the Development Agreement.

3. Section 3.01 of the Facilities Agreement is restated in its entirety to read as follows:

Section 3.01. Consent Ordinance. The District hereby acknowledges, accepts, and agrees to operate in accordance with the terms and conditions of the Consent Ordinance, as amended by Ordinance No. ___ - ___ - ____, which is attached hereto as Exhibit “A” and incorporated herein.

4. Section 3.04(a)-(b) of the Facilities Agreement is restated in its entirety to read as follows:

Section 3.04. Authorized Projects and Reporting Requirements.

(a) The District agrees that the Bonds to be issued by the District shall be used solely to pay or reimburse for projects and costs that are eligible to be financed by the District pursuant to the rules and regulations of the TCEQ or other applicable law, including, but not limited to, for the authorized purposes listed in Exhibit “C” of this Agreement (collectively, the “Authorized Projects”).

(b) The District or Owner shall prepare and update annually (and deliver a copy to the City) by June 1 of each year an updated Exhibit “C” (the “Annual Authorized Projects Update”), which shall include the cost of the Authorized Projects (the “Authorized Projects Budget”). The Authorized Projects Budget shall separately identify, for each line item, the costs paid for completed District Improvements. Upon completion of work under each construction

contract, the District or Owner shall deliver to the City a statement of the total costs incurred under each contract. The Parties acknowledge and agree that the Authorized Projects and costs included in Exhibit "C" will vary over the term of this Agreement and are not intended as a limitation on Authorized Projects or amounts that may be expended for such projects. Upon delivery of the Annual Authorized Projects Update to the City each year during the term of this Agreement, Exhibit "C" to the Agreement shall automatically be amended to include the Annual Authorized Projects Update without any further action of the Parties.

5. Section 3.05 of the Facilities Agreement is restated in its entirety to read as follows:

Section 3.05. Limitation on Bond Issuances.

- (a) No Bonds shall be issued by the District subsequent to the fifteenth (15th) anniversary of the effective date of the Third Amendment (the "Bond Issuance Period"); provided, however, that the District may issue refunding Bonds after such fifteen (15) year period, subject to the terms and conditions of this Agreement.
- (b) No Bonds, including refunding Bonds, shall be issued with the latest principal maturity date beyond forty (40) years from the effective date of the Third Amendment.
- (c) The Bonds shall have a maximum maturity of not greater than twenty-five (25) years for any one series of Bonds;
- (d) Notwithstanding anything to the contrary in Section 3.05(a) and Section 3.05(b), in the event that any additional tracts of land are annexed into the District (each such tract, an "Annexation Tract"), subject to any required City consent to such annexation, the District may issue Bonds to finance any Authorized Projects resulting from annexation of an Annexation Tract for a period of fifteen (15) years from the date an Annexation Tract is annexed into the boundaries of the District (the "Annexation Date"). The District may issue refunding Bonds after such fifteen (15) year period, subject to the terms and conditions of this Agreement, but no Bonds, including refunding bonds, shall be issued to finance any Authorized Projects resulting from annexation of an Annexation Tract with the latest principal maturity date beyond forty (40) years from the applicable Annexation Date.
- (e) Any agreement of the District to reimburse Owner may only be for those costs and expenses which are eligible to be reimbursed as Authorized Projects.

6. Section 3.08(c) of the Facilities Agreement is deleted in its entirety.
7. Section 3.09 is added to the Facilities Agreement as follows:

Section 3.09. Owner Funding of City CIP Projects.

- (a) Subject to the terms and conditions of this Section 3.09, Owner agrees to fund certain costs associated with City capital improvement program projects (“CIP Projects”) necessary to serve the District, Travis County Municipal Utility District No. 19 (“TC MUD 19”), and/or Travis County Municipal Utility District No. 21 (“TC MUD 21”).
- (b) A list of CIP Projects shall be included in Exhibit “B” attached hereto and incorporated herein (the “CIP Projects List”). The CIP Projects List shall include the proposed CIP Projects for funding, estimated costs, and a limitation on the aggregate amount that the Owner shall be obligated to fund, as provided in Exhibit “B”. The preliminary CIP Projects List shall be provided by the City subsequent to the adoption of the Third Amendment and shall be subject to the written approval of the District, TC MUD 19, TC MUD 21, and the Owner, which approval shall not be unreasonably withheld, conditioned, or delayed. The CIP Projects List may be amended from time to time with the written approval of the District, TC MUD 19, TC MUD 21, the City, and the Owner, which approval shall not be unreasonably withheld, conditioned, or delayed. An amended CIP Projects List may replace an existing CIP Projects List and be attached to the Third Amendment without the need for any further amendment to this Agreement.
- (c) Owner shall only be required to fund those CIP Projects included in the CIP Projects List (each an “Approved CIP Project”). Owner shall contract, or cause the District to contract, for the construction of each Approved CIP Project, and Owner shall advance the funds necessary to pay for the Approved CIP Project. The District’s payment obligations for an Approved CIP Project are limited solely to reimbursing Owner for eligible costs, as set forth in this Agreement. The District agrees that it will reimburse Owner for such eligible costs in accordance with the terms of any financing agreements between Owner and the District. For the District to reimburse Owner for costs incurred in connection with an Approved CIP Project, the District must derive a use or benefit from such project.
- (d) Owner shall fund an Approved CIP Project, subject to the following conditions and limitations:

- i. An Approved CIP Project must be eligible to be financed by the District pursuant to the rules and regulations of the TCEQ or other applicable law, as determined by the District's attorneys and engineers.
 - ii. Owner shall only be obligated to fund costs associated with an Approved CIP Project to the extent such costs are eligible to be financed by the District pursuant to the rules and regulations of the TCEQ or other applicable law, as determined by the District's attorneys and engineers.
 - iii. The contract for construction of an Approved CIP Project must be publicly bid in accordance with all laws, rules, and regulations applicable to the District and the City, including, but not limited to, the Texas Water Code and TCEQ regulations. The Board of Directors of the District, TC MUD 19, or TC MUD 21, as applicable, must approve award of the contract for construction prior to construction commencing. If an Approved CIP Project includes improvements that are not eligible to be financed by the District ("Non-Eligible Costs"), such improvements shall be bid separately from the other, eligible public improvements or as alternative bid items, and the City shall be solely responsible for funding such Non-Eligible Costs. In such event, the Owner and the City agree that they will enter into a separate escrow agreement pursuant to which the City will deposit an amount equal to such Non-Eligible Costs into an escrow account prior to construction commencing on the applicable Approved CIP Project, and such agreement shall provide that the escrowed funds will be disbursed directly to the constructing party and utilized solely for funding the Non-Eligible Costs and related improvements.
 - iv. An Approved CIP Project must be located within the boundaries of the District, TC MUD 19, or TC MUD 21.
 - v. Owner funding of an Approved CIP Project shall be subject to all other applicable terms and conditions of this Agreement.
- (e) The District, TC MUD 19, TC MUD 21, the City, and the Owner shall meet at least annually to discuss the bond capacity of the districts for the current year and any proposed, upcoming bond issuances during such year, unless any such meeting is waived by all parties or the Owner has fully funded its Approved CIP Project obligations.

- (f) When calculating the aggregate amount of Bonds collectively issued by the District, TC MUD 19, and TC MUD 21, Bonds issued to reimburse the Owner for any Approved CIP Project costs shall be included in such calculation.
- (g) In the event that Owner or the District is in default under Section 3.09 or Section 3.10 of this Agreement, the City may object to a proposed issuance of a series of Bonds by the District. If the City objects to a proposed Bond issuance of the District due to such a default (a "City Objection"), the City shall have a period of thirty (30) days after receiving the District certification required under Section 3.02 of this Agreement or otherwise receiving or providing written notice of such default, within which to object to the proposed issuance of a series of Bonds. If the City fails to object within such thirty (30) day period, the City shall be deemed to have waived all such objections. If the City objects to a proposed District Bond issue, such City objection shall (i) be in writing to the District and Owner, (ii) be signed by the City Manager or the City Manager's designee, and (iii) specifically identify the default under Section 3.09 or Section 3.10. In the event a City Objection is timely given to the District with respect to a specific issuance of Bonds, the City, the District, and the Owner, shall cooperate to resolve the City Objection within a reasonable time, and the issuance of Bonds to which the City Objection applies shall be delayed until the City Objection has been cured or waived by written agreement.
- (h) The obligations of the District under this Section 3.09 shall terminate upon the termination of this Agreement.

8. Section 3.10 is added to the Facilities Agreement as follows:

Section 3.10. Owner Net Bond Proceeds. After such time that the District, TC MUD 19, and TC MUD 21 collectively issue Bonds in an aggregate amount of \$219,012,000.00, the Owner agrees that it will pay, or cause the District to pay, to the City, from each subsequent Bond issuance by the District, an amount equal to ten percent (10%) of the Bond proceeds that the District would otherwise pay to the Owner as reimbursement for eligible costs ("Net Bond Proceeds"). Such payment shall be paid to the City within five (5) business days of receipt of any Net Bond Proceeds by Owner. In connection with the foregoing, the District's Board of Directors must approve a reimbursement report analyzing such eligible costs, as required by TCEQ rules and regulations, and may require a release and receipt of payment executed by the City.

9. Section 5.02(a) of the Facilities Agreement is restated in its entirety to read as follows:

Section 5.02. Payment of Tax Rebate Amount.

(a) Subject to the terms, conditions, and limitations of this Article V, the District shall receive payments of the Tax Rebate Amount with respect to reimbursement of the Reimbursable Costs of the District Improvements. The rebate period for the Tax Rebate Amount (the "Tax Rebate Period") began on January 1st of the year during which the District levied its initial debt service ad valorem tax ("Commencement Date"). The Tax Rebate Period ends on the earlier of (i) December 31st twenty-five (25) years after the date of issuance of the last series of District Bonds (excluding refunding bonds); or (ii) the date the sum of the Tax Rebate Amount payments equals the Reimbursable Costs and the non-construction costs of the type that are permitted to be reimbursed pursuant to the rules and regulations of the TCEQ or other applicable law and actually incurred with respect to the District Improvements. The District shall receive that portion of the total ad valorem tax collected by the City each year during the Tax Rebate Period on the Property produced by the levy of a rate equal to \$0.2371 per \$100 of assessed valuation ("Tax Rebate Amount"), subject to the following terms and conditions:

- (i) Commencing on the Commencement Date, the City will maintain a separate escrow account (the "Tax Escrow Account"), and, during the Tax Rebate Period, deposit the Tax Rebate Amount for each tax year during the Tax Rebate Period, into the Tax Escrow Account. The Tax Escrow Account will be held by the City and the Tax Rebate Amount paid out to the District as provided in this Agreement.
- (ii) Beginning in the first June following the Commencement Date, portions of the Tax Rebate Amount on hand and available will be paid by the City to the District annually on or before June 30th of each year during the Tax Rebate Period. The City's obligations to make payments of the Tax Rebate Amount shall terminate upon the end of the Tax Rebate Period.
- (iii) After the District has issued Bonds to pay or reimburse for all Authorized Projects, in the event that the annual debt service requirements of the outstanding Bonds of the District should decrease for three (3) consecutive years, thereafter the Tax Rebate Amount shall be reduced by an amount equal to the decrease in the District's annual debt service requirements. Each year during the Term hereof on June 1st, the District will provide the City with documentation as reasonably required by the City showing the debt service requirements of the outstanding Bonds of the District.

- (iv) Upon receipt, all portions of the Tax Rebate Amount shall be used to assist with funding or financing the Reimbursable Costs of District Improvements, including payment of principal of and interest on Bonds issued by the District for such purpose, as well as other non-construction costs of the type permitted to be reimbursed pursuant to the rules and regulations of the TCEQ or other applicable law. However, with respect to the City Wastewater Facilities, it is the intent and agreement of the Parties that the Owner may be reimbursed by the District for only the Reimbursable Costs of the City Wastewater Facilities that have not been reimbursed to Owner by Impact Fee Rebates as of (i) the expiration of the impact fee rebate period established in Section 10.04 of the Development Agreement; or (ii) the installment of the Impact Fee Rebates that includes the Wastewater Impact Fee for the last lot, tract, parcel or building site within the Property, whichever is earliest to occur; or (iii) at an earlier date as otherwise may be approved by the City Manager. In no event will the Tax Rebate Amount be used in combination with Impact Fee Rebates to fund more than the Reimbursable Costs of the City Wastewater Facilities that serve the Property. It is further the intent and agreement of the Parties that the maximum Tax Rebate Amount paid by the City to the District shall not exceed the Reimbursable Costs and the non-construction costs of the type permitted to be reimbursed pursuant to the rules and regulations of the TCEQ or other applicable law and actually incurred with respect to the District improvements.

10. Article VI of the Facilities Agreement is restated in its entirety to read as follows:

**ARTICLE VI
ABOLITION OF DISTRICT**

The City may abolish the District at any time after the District has issued Bonds required for financing all Reimbursable Costs and all non-construction costs of the type permitted to be reimbursed pursuant to the rules and regulations of the TCEQ or other applicable law and actually incurred with respect to the District Improvements in accordance with this Agreement. In such event, the City shall assume the indebtedness and legal obligations of the District to the extent required by law.

11. The reference to "Exhibit "C" Bond Limit Amount" in Section 9.13 of the Facilities Agreement shall be modified to "Exhibit "C" Authorized Projects," and Exhibit "C" of the Facilities Agreement is replaced in its entirety with Exhibit "C" attached hereto and incorporated herein.

12. Miscellaneous.

a. All capitalized terms in this Third Amendment that are not defined herein shall have the meaning set forth in the Facilities Agreement.

b. Except as modified by this Third Amendment, the terms of the Facilities Agreement shall remain in full force and effect. To the extent of any conflict between the terms of the Consent Ordinance, the Facilities Agreement and this Third Amendment, the terms of this Third Amendment shall control.

c. Any references to the Agreement in the Facilities Agreement shall be considered references to the Facilities Agreement, as amended and modified by this Third Amendment.

d. The recitals set forth above are declared to be true and correct and are incorporated herein.

e. The Facilities Agreement, as amended by this Third Amendment, contains the entire agreement among Owner, City, and the District with respect to the subject matter thereof and supersedes all previous communications, representations, or agreements, either verbal or written, among such parties with respect to such matters.

f. This Third Amendment may be executed in multiple counterparts, all of which shall be construed together as an original instrument to the same extent and with like effect as though all the Parties had executed each counterpart.

13. Statutory Verifications. For purposes of Sections 2252.152, 2271.002, 2274.002, and 2276.002, Texas Government Code, as amended, Owner hereby verifies, represents, and warrants that it and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliates:

a. Foreign Terrorist Organizations. Do not and will not engage in business with Iran, Sudan, or any foreign terrorist organization and are not a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code for the term of this Agreement. "Foreign terrorist organization" has the meaning provided in Section 2252.151 of the Texas Government Code.

b. No Boycott of Israel. Do not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott Israel" has the meaning provided in Section 808.001 of the Texas Government Code.

c. No Discrimination Against Firearm Entities. 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 Agreement. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in Section 2274.001(6) and (7) of the Texas Government Code.

d. No Boycott of Energy Companies. Do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The term "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section 809.001 of the Texas Government Code, as amended.

e. At the request of the District, Owner agrees to execute further written verifications or certifications as may be necessary or convenient for the District to establish compliance with Texas law, including, as necessary, a standing letter or bring-down certificate in a form approved by the Office of the Attorney General of Texas.

f. All statutory representations and covenants in this Section 13 shall survive termination of the Facilities Agreement, as amended by this Third Amendment, until the applicable statute of limitations runs and shall not be liquidated or otherwise limited by any provision of the Facilities Agreement, as amended by this third Amendment.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the Owner, City, and the District have caused this Third Amendment to be duly executed effective as of the Effective Date.

TRAVISSO, LTD.,
a Texas limited partnership

By: TMC Travisso GP, LLC,
a Texas limited liability company
its General Partner

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____ 2026, by _____, _____ of TMC Travisso GP, LLC, a Texas limited liability company, General Partner of TRAVISSO, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

(NOTARY SEAL)

Notary Public, State of Texas

CITY OF LEANDER, TEXAS

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

(SEAL)

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, _____ and _____, of the CITY OF LEANDER, TEXAS, a Texas home-rule municipal corporation, on behalf of said City.

(NOTARY SEAL)

Notary Public, State of Texas

TRAVIS COUNTY MUNICIPAL
UTILITY DISTRICT NO. 20

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2026, by _____, _____, and _____, of the Board of Directors of TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 20, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

EXHIBIT "A"
Consent Ordinance Amendment

[see attached]

EXHIBIT "B"
CIP Projects List

Approved CIP Projects	Estimated Costs
	\$
	\$
	\$
	\$
	\$
	\$
Total	_____

Approved CIP Projects Reimbursement Limitation Amount: The Owner shall be obligated to fund eligible expenses relating to Approved CIP Projects in an aggregate amount not to exceed \$5,000,000.00, which amount is inclusive of Owner's obligations under this Agreement and the respective Facilities Agreements for TC MUD 19 and TC MUD 21. The Owner shall not be required to separately fund such amount under each of the respective agreements.

EXHIBIT "C"
Authorized Projects

[Month] [Date], 20__

Authorized Projects	Costs Incurred to Date
Water Improvements	\$
Wastewater Improvements	\$
Storm Sewer and Drainage Improvements	\$
Road Improvements	\$
Parks and Recreational Improvements	\$
District-Reimbursable Land Costs	\$
Total	_____



EXECUTIVE SUMMARY
6/18/2026

AGENDA SUBJECT:

Discuss and consider an ordinance creating and establishing a Mayor's Ad Hoc Committee; providing an effective date; and providing for related matters.

BACKGROUND:

The purpose of the Committee shall be determined by the Mayor in office. The Committee may also recommend to the City Council matters for review and study that are subject to the City Council's supervision or control, and such matters may be reviewed by the Committee upon referral to the Committee by the Council.

The committee shall consist of up to eight (8) citizen members, including but not limited to, senior citizens, one extraterritorial jurisdiction (ETJ) resident, a Leander business owner who may or may not reside within the city limits and one (1) high school senior as an ex-officio member. The members shall be nominated by the Mayor and ratified by the Council. The members serve for the term of the Mayor. After the expiration of the initial term of the Mayor, the Council may extend the term of the ad hoc Committee by appointing or reappointing members to the Committee who are recommended by the Mayor and who are selected pursuant to Section 1.04.003 of the Code, except for ETJ and business owner member.

The Committee shall meet at a minimum quarterly and may set the location, date, and hour to hold its meetings at any place within the city. All meetings shall be held in conformance with the Texas Open Meetings Act (V.T.C.A., Government Code ch. 551).

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Council Directive

Fiscal Impact

Attachments:

1. Mayor's Ad Hoc Ordinance

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS, CREATING AND ESTABLISHING A MAYOR'S AD HOC COMMITTEE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City Council of the City of Leander, Texas desires to establish a mayor's ad hoc committee promoting a platform of the Mayor's choice and advise Council on such matters from time to time;

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

SECTION 1. FINDINGS. All of the above and foregoing recitals are hereby found to be true and correct legislative findings of the City are incorporated herein as findings of fact.

SECTION 2. MAYOR'S AD HOC COMMITTEE. There is hereby established the Mayor's ad hoc committee which shall consist of up to nine (9) citizen members including but not limited to senior citizens, one extra territorial jurisdiction (ETJ) resident, Leander business owner who may or may not reside within the city limits and may include one or more high school seniors as an ex-officio member at the Mayor's discretion.

The members shall be nominated by the Mayor and ratified by the Council. Members shall serve for the term of the Mayor who appointed them. Upon the election of a new Mayor, all appointments expire and the incoming Mayor may reappoint existing members or appoint new members at their discretion. The Mayor retains sole authority to remove members at any time without additional Council action.

The purpose of the Committee shall be determined by the Mayor in office at the Mayor's sole discretion. The Committee may also recommend to the City Council matters for review and study that are subject to the City Council's supervision or control, and such matters may be reviewed by the Committee upon referral to the Committee by the Council. After the expiration of the initial term of the Mayor, the Council may extend the term of the ad hoc Committee by appointing or reappointing members to the Committee who are recommended by the mayor and who are selected pursuant to Section 1.04.003 of the Code with the exception of ETJ and business owner members.

The Committee shall meet at a minimum quarterly and may set the location, date, and hour to hold its meetings at any place within the city. All meetings shall be held in conformance with the Texas Open Meetings Act (V.T.C.A., Government Code Ch. 551).

SECTION 3. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication in accordance with the provisions of the *Tex. Local Gov't Code*.

PASSED AND APPROVED on this 18 day of June, 2026.

ATTEST:

City of Leander, Texas

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor