



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, July 16, 2026
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



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

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

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

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Receive a presentation from Applied Research Associates, Inc., regarding City of Leander Pavement Management Services and 5-year Pavement Maintenance Plan.

REGULAR MEETING – CONVENE AT 7:00 PM

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

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

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

8. Recognitions/Proclamations/Visitors.
 - Certificate of Recognition High Tech Gym for Small Team first place finish at the American Gymnastics Association State Meet.

CONSENT AGENDA: ACTION

9. Approval of the minutes for the regular City Council meeting held on July 2, 2026.
10. Approval of the purchase of a 2026 Ford F-150 Super Crew truck from Sames Bastrop Ford, utilizing cooperative purchasing contract 240901 through The Interlocal Purchasing System (TIPS), in the

amount of \$91,413.00 for the fire department as a scheduled fleet replacement; and authorize the City Manager to execute any and all necessary documents.

11. Approval of a Resolution authorizing the submission of an application for financial assistance from the Texas Water Development Board through House Bill 500, the Water Supply and Infrastructure Grant (WSIG) seeking \$12,000,000.00 to provide for eligible costs for water sytem improvements, including the acquisition, planning, design, and construction of water system improvements related to the Hero Way West Elevated Storage Tank; and authorize the City Manager to execute any and all necessary documents.
12. Acceptance of public infrastructure improvements for the Leander Platinum project (20-PICP-032) to include: streets, water, wastewater, and drainage.
13. Acceptance of public infrastructure improvements for Bar W Ranch East Mixed Use (PICP-24-0149) to include: streets, drainage, and water.
14. Approval of a Resolution adopting the State and Federal Legislative Program for the City; directing the City Manager or designee to act with regard to the City's State and Federal Legislative Program; and providing an effective date.

REGULAR AGENDA

15. Discuss and consider action on the appointment of a Charter Review Committee pursuant to Section 13.08. Charter Review of the Leander City Charter.
16. Discuss and consider action on the Second Reading of an Ordinance 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 and Travis Counties, Texas.
17. Discuss and consider action on the approval of the Oakmont Ridge Phasing Plan associated with Subdivision Case CP-25-0044 on six (6) parcels of land 50.31 acres $\pm$ in size, which includes the development of 80 single-family residential lots and commercial uses in two (2) phases with the residential development minimum lot width of 70 feet which comports with the water resolution, more particularly described by Williamson Central Appraisal District Parcels R473796, R324593, R324592, R412990, R594957, and R594958; generally located the east of the intersection of CR 274 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
18. Discuss and consider action regarding Tree Removal Case TRP-25-0046 regarding the removal of four (4) Heritage Trees associated with the Burleson Phases 1, 5 - 8 Public Improvement Construction Plans Development (PICP-25-0220), generally located to the southeast of the intersection of Journey Parkway and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
19. Discuss and consider action regarding Tree Removal Case TRP-25-0050 regarding the removal of one (1) Heritage Tree associated with the Suds Deluxe Car Wash, generally located at 675 Kauffman Loop, Leander, Williamson County, Texas.
20. City Council discussion and possible direction regarding potential ordinance amendments and requirements associated with DarkSky International's designation of the City of Leander as an International DarkSky Community.
21. Discuss and consider action on the purchase of two (2) replacement fire engines for the Fire Department, utilizing HGACBuy Contract FS12-23 from Siddons Martin Emergency Group, LLC in the amount of \$2,198,452.00; and authorize the City Manager to execute any and all necessary documents.

22. Discuss and consider action to award Solicitation CIPS26-001 to EZ Bel Construction, LLC for the construction and installation of a traffic signal at the intersection of Ronald W. Reagan Boulevard and Palmera Ridge Boulevard/ Vista Heights Drive (CIP T.85), in the amount of \$586,644.50; authorize the City Manager to execute any and all necessary documents; and authorize the City Manager to approve change orders not to exceed \$146,661.13.
23. Discuss and consider action on a Resolution designating the City of Leander as a Purple Heart City and authorizing participation in the Military Order of the Purple Heart Purple Heart City Program in recognition of the service and sacrifice of Purple Heart recipients and all members of the United States Armed Forces.
24. Receive the Board and Commission Subcommittee findings and take action on the recommendations.
25. Council Member Closing Statements.
26. Convene into Executive Session pursuant to:
 1. Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Upper Brushy Creek Water Control and Improvement District (WCID) lower water levels at Lakewood Park lake; and
 2. Section 551.071 and Section 551.072 Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding the acquisition of properties for public purposes and an option agreement for acquisition of real property; and
 3. 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; and
 4. Section 551.071, Section 551.072 and Section 551.087, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding acquisition of properties for public purpose; and to deliberate proposed economic development incentives for one or more business prospects that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body with which the City is conducting economic development negotiations along with consideration of a Chapter 380 Agreement(s) for Project EDA-26-01-003 and Project EDA 26-01-004; and
 5. 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.

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

1. Upper Brushy Creek Water Control and Improvement District (WCID) lower water levels at Lakewood Park lake; and
2. Acquisition of properties for public purposes and an option agreement for acquisition of real property; and
3. Lease agreement for City operations; and
4. Economic development negotiations along with consideration of a Chapter 380 Agreement(s) for Project EDA-26-01-003 and Project EDA 26-01-004; and
5. Acquisition of properties for public purposes.

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 10 day of July 2026 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

A handwritten signature in cursive script that reads "Dara Crabtree". The signature is written in dark ink and is positioned above a horizontal line.

Dara Crabtree, City Secretary, TRMC



INNOVATIVE SOLUTIONS TO COMPLEX PROBLEMS

City of Leander Pavement Management Services

Pavement Maintenance Plan (5 Years)

July 16, 2026

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Introduction

■ Pavement Management System (PMS)

Pavement management refers to the systematic approach of **planning, scheduling, and coordinating** maintenance and rehabilitation activities for road and pavement networks to ensure safety, longevity, and cost-efficiency.

■ Requires data, tools & strategies:

Condition Data

Performance Models

Treatment Matrices

Budgeting & Analysis Tools





PMS for City of Leander



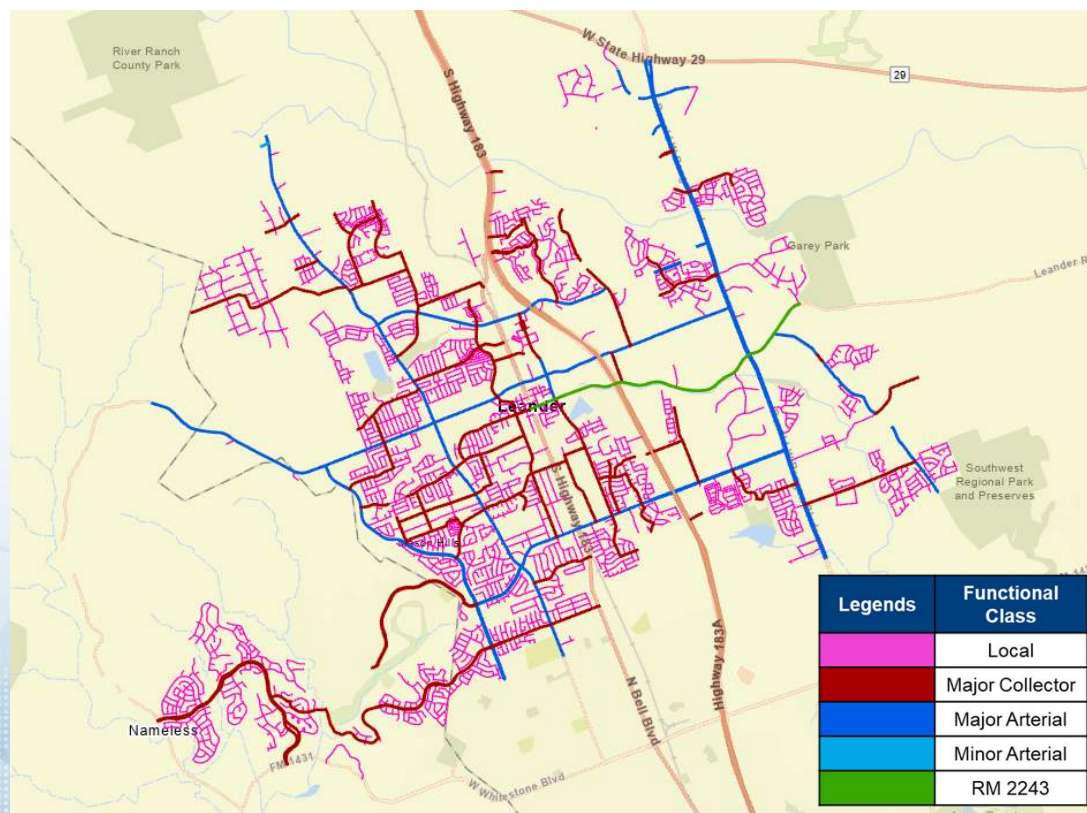


Leander Inventory

Inventory Information Collected for Leander

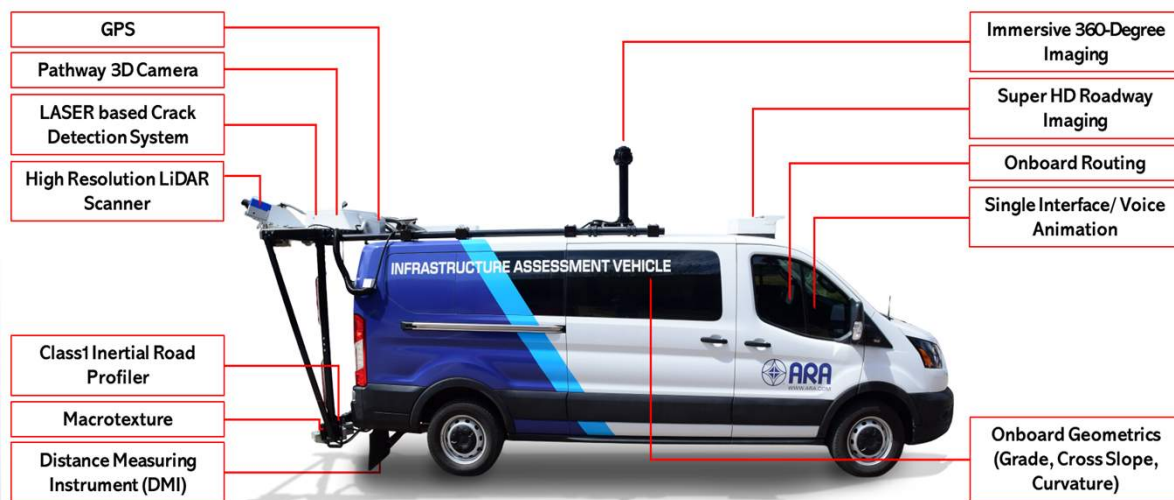
- Pavement ID
- Dimensions
 - Length
 - Width
 - Area
- Pavement Classification (AC, Gravel)
- Functional Classification (Arterials, Residential, etc)
- From/To Identifiers
- Owner/Maintenance Responsibility (City/County)
- GIS location of Individual Inventory Asset.

Functional Class	CL Mile (mi)	Test Miles	Area (SY)	Percent by Length
LOCAL	246.40	260.00	3,721,832	55.04%
MAJOR COLLECTOR	63.89	114.16	1,090,772	24.17%
ARTERIALS	50.19	98.25	1,115,429	20.80%
TOTAL	360.48	472.41	5,928,034	100%

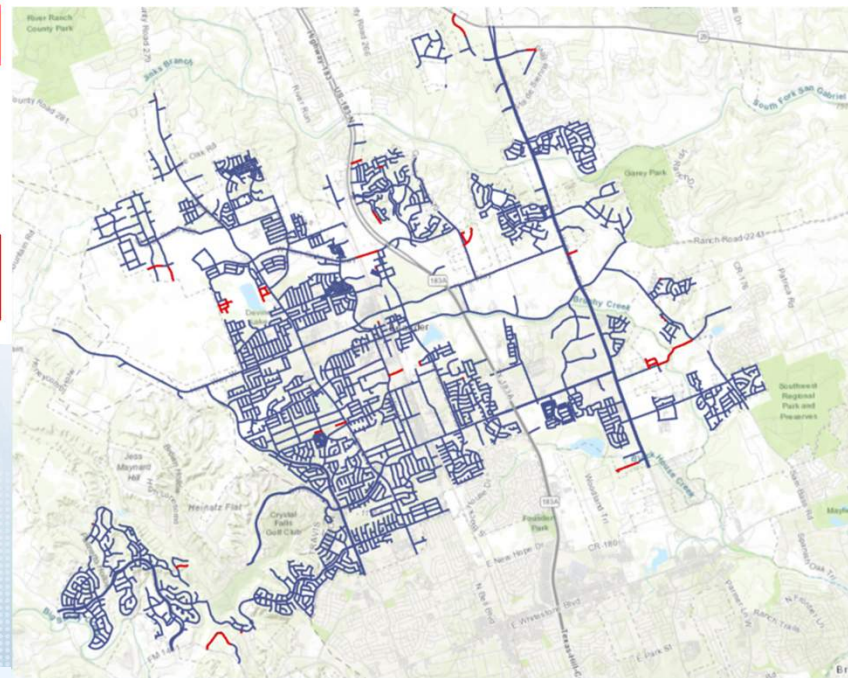




Pavement Data Collection (ARA Van)



99% Data was Collected



1% Data Uncollected
(Construction, Unpaved or too short)



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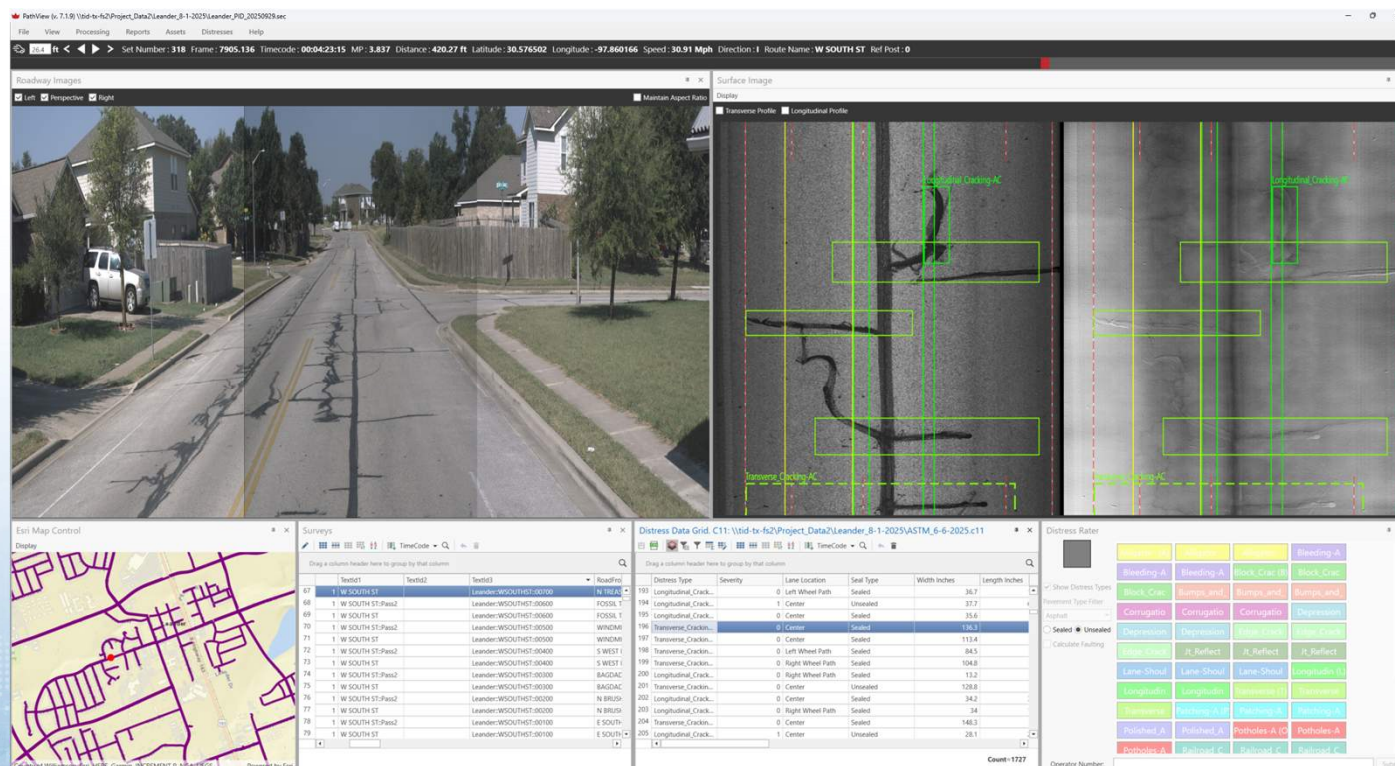
Pavement Data Processing and Analysis

■ Sensor Data

- Rutting
- Ride Quality
- Cross-slope

■ Pavement Images

- Cracking Distresses
- Patching
- Failures
- In-pavement features (manholes, inlets, etc.)



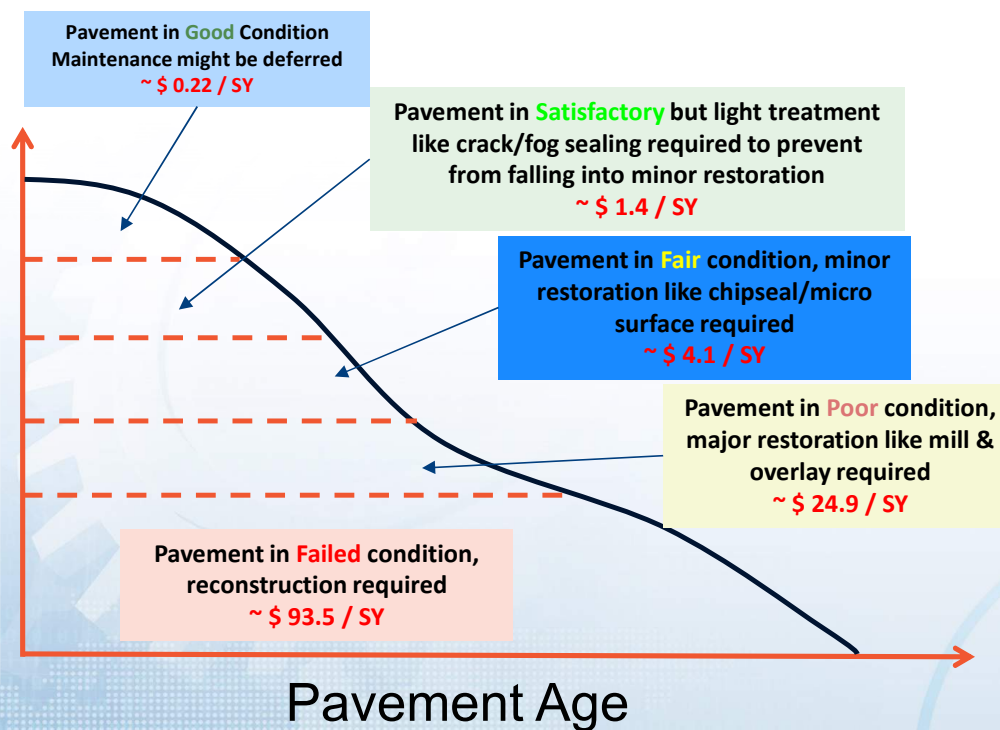


City of Leander Pavement Condition



PCI Calculation & Categories

PCI Category	PCI Range
Good	86-100
Satisfactory	71-85
Fair	56-70
Poor	41-55
Very Poor	26-40
Serious	11-25
Failed	0-10

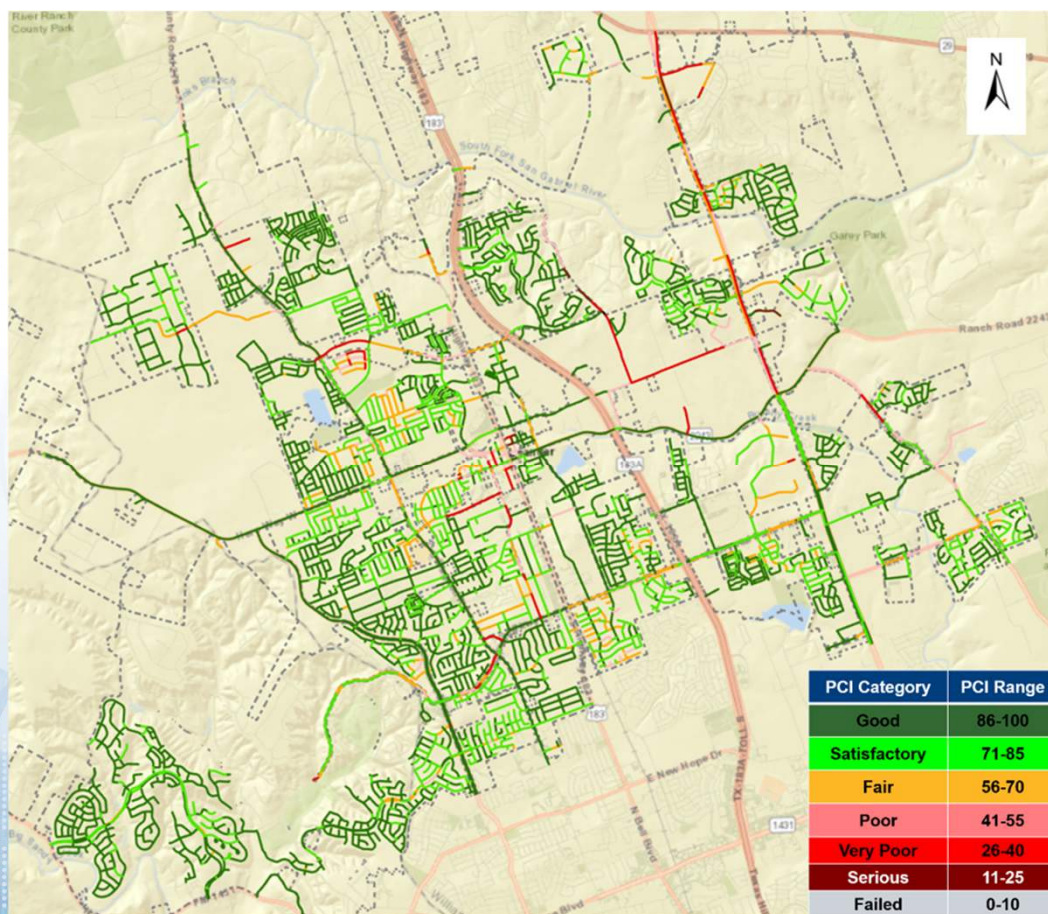




2025 Overall PCI Scores

****Incorporates the impacts from FY 2026 and other ongoing projects.**

PCI Category	PCI Range
Good	86-100
Satisfactory	71-85
Fair	56-70
Poor	41-55
Very Poor	26-40
Serious	11-25
Failed	0-10



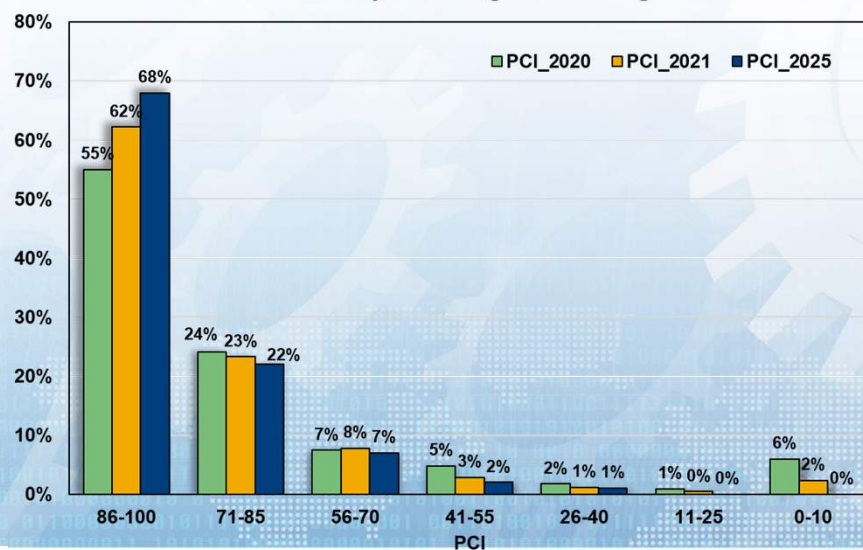


2025 Pavement Conditions – Distribution By Category

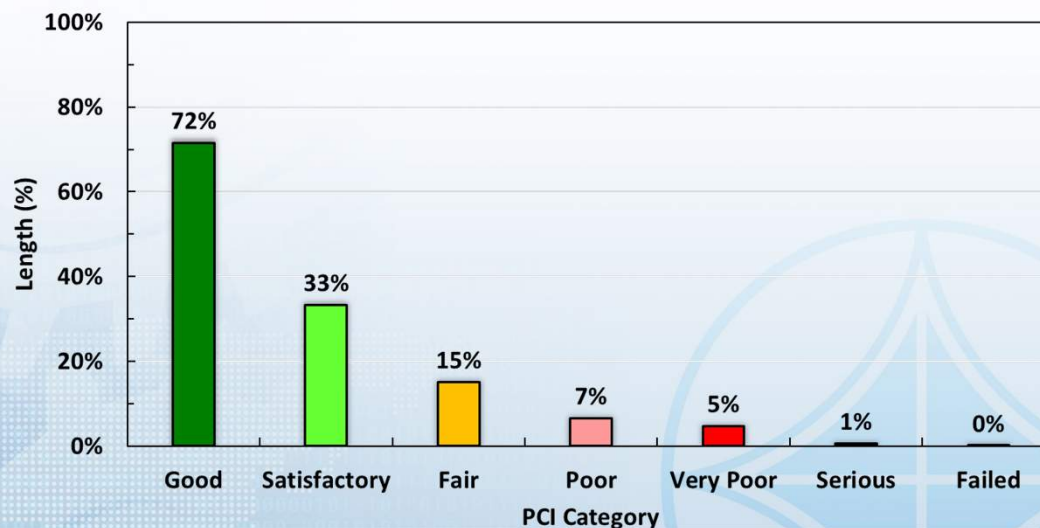
Survey Year	Network Mileage	PCI Score
2020	269	87.6
2021	276	86.2
2025	360.48	83.68

Functional Classification	PCI Score
LOCAL	87.89
MAJOR COLLECTOR	77.90
ARTERIALS	75.24
Overall	83.68

PCI Distribution by Percentage of Total Segments



PCI distribution by Percent Length(2025)





Example Pavement Conditions and Associated PCI Scores



GREENING WAY (PCI=96.9, Good Condition)

- ✓ None to Few Noticeable Distresses



MCCARTHUR DR (PCI=76.9, Satisfactory Condition)

- ✓ Low to Medium Longitudinal / Transverse Cracks
- ✓ No Major Alligator / Block Cracks



Example Pavement Conditions and Associated PCI Scores



LANCASTER DR (PCI=56.0, Fair Condition)

- ✓ Medium to High Longitudinal / Transverse Cracks
- ✓ Existence of Low Alligator Cracks



CR 269 (PCI= 41.2, Poor Condition)

- ✓ Medium to High Block Cracks
- ✓ High Alligator / Block Cracks
- ✓ Edge Cracking due to Absence of Shoulder



Example Pavement Conditions and Associated PCI Scores



RONALD REAGAN BLVD (PCI=37.7, Very Poor Condition)

- ✓ High Alligator / Block Cracks
- ✓ Starting to form Low Severity Potholes



E EVANS ST (PCI=21.3, Serious Condition)

- ✓ Extreme High Alligator / Block Cracks
- ✓ High Severity Potholes



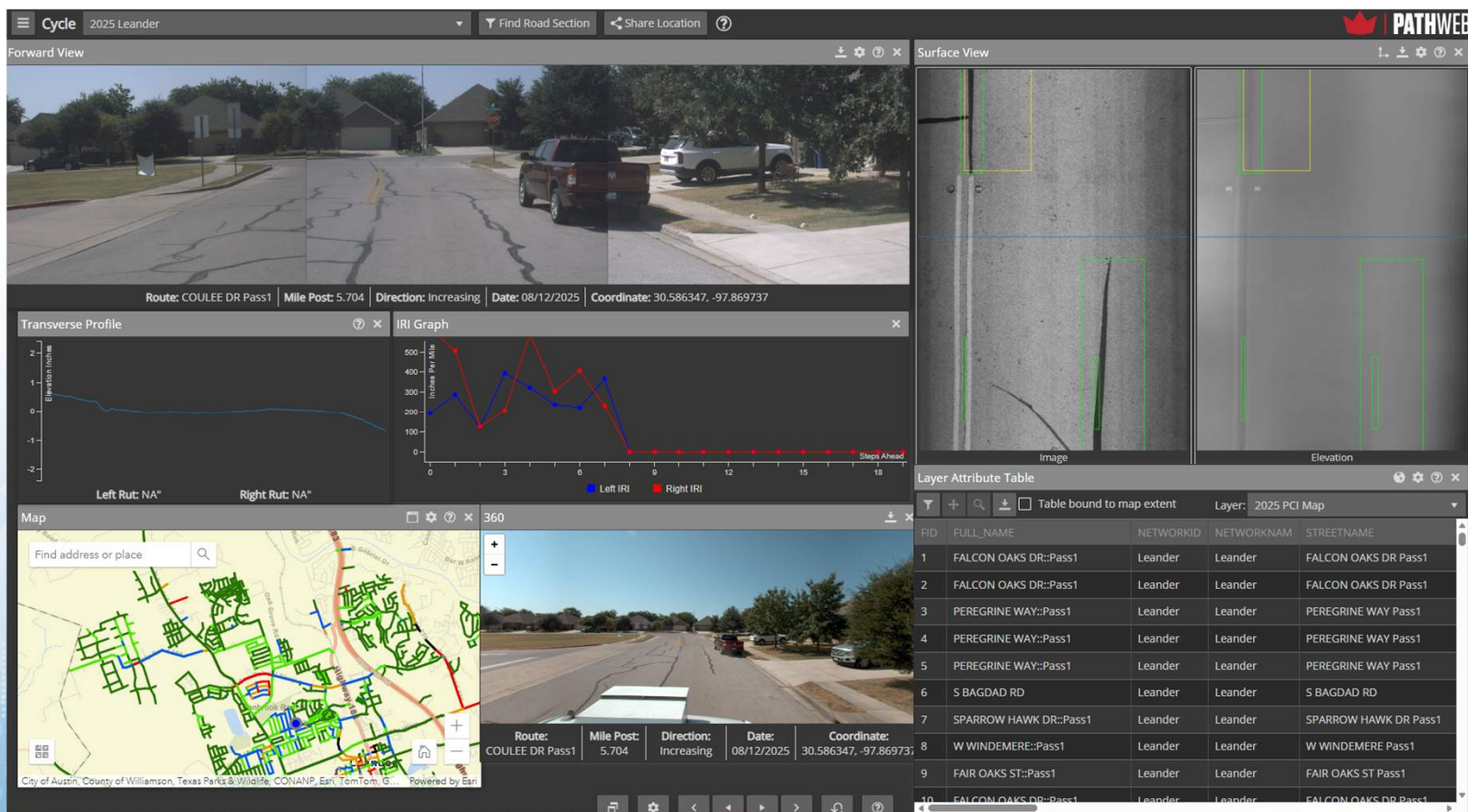
Example Pavement Conditions and Associated PCI Scores



CR 270 (PCI=8.0, Failed Condition)



PathWeb Viewing Tool



PathWeb



Budget Analysis



How Did We Select Roadways for Maintenance?





Assumptions

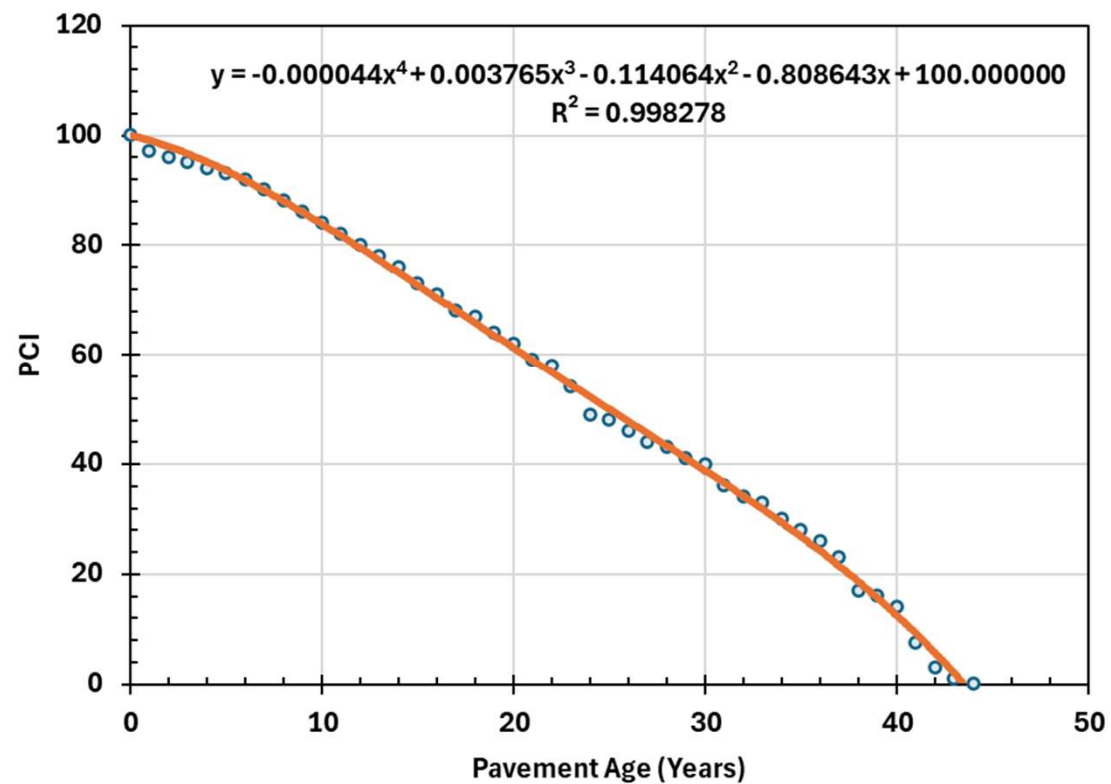
- **Inflation Rate : 3%**
- **Current Budget level: \$2-2.4 Million**
- **Cost & Impact by Treatment Type:**

PCI From	PCI To	Treatment Type	Assumed AVG Cost (\$/SY) for Analysis	PCI After Treatment	Treatment Life (Years)
0	≤ 40	Reconstruction	\$93.48	100	15-20
40	≤ 70	Mill and Overlay with Repair	\$24.92	100	7-10
70	≤ 85	HPPS/ Micro Surfacing	\$4.10	Add 60	3-5
85	≤ 95	Reclamite/ Crack Sealing	\$1.35/ \$0.22	Add 3 / No Impact	3
95	≤ 100	Do Nothing	-	-	-
Any Range		Patching	\$21.50	No Impact	-



Pavement Performance Prediction Model

Performance Model





Scenarios Considered

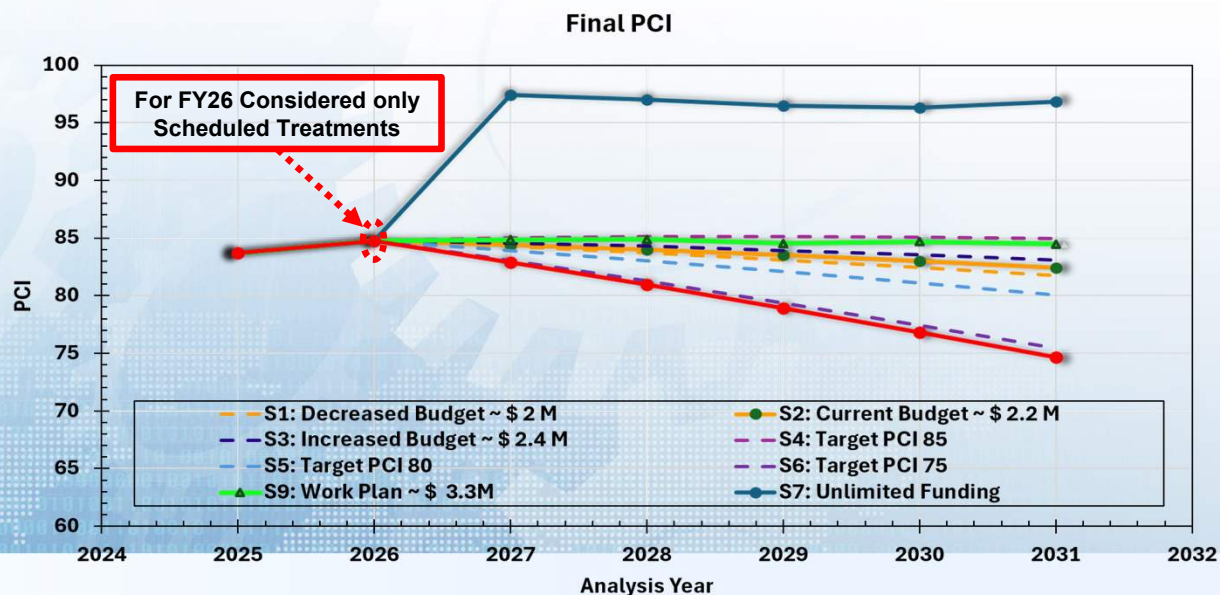
- **Budget Constraint at Current Budget Level**
 - **S1:** Decreased Budget Level at \$ 2 M
 - **S2:** Current Budget Level at \$ 2.2 M
 - **S3:** Increased Budget Level at \$ 2.4 M
- **Target PCI**
 - **S4:** Target PCI of 85
 - **S5:** Target PCI of 80
 - **S6:** Target PCI of 75
- **Unlimited Budget Level**
 - **S7:** \$ 30.4 M + avg \$ 3.8M per year from FY28 to FY31
- **Do Nothing**
 - **S8:** \$ 0 – Estimated Final PCI of 74.64
- **Work Plan Development**
 - **S9:** Avg of \$ 3.3 M per year ~ Based on PCI Target of 85

****Reconstruction projects were not considered in any of the budget scenarios**



Scenario Comparison

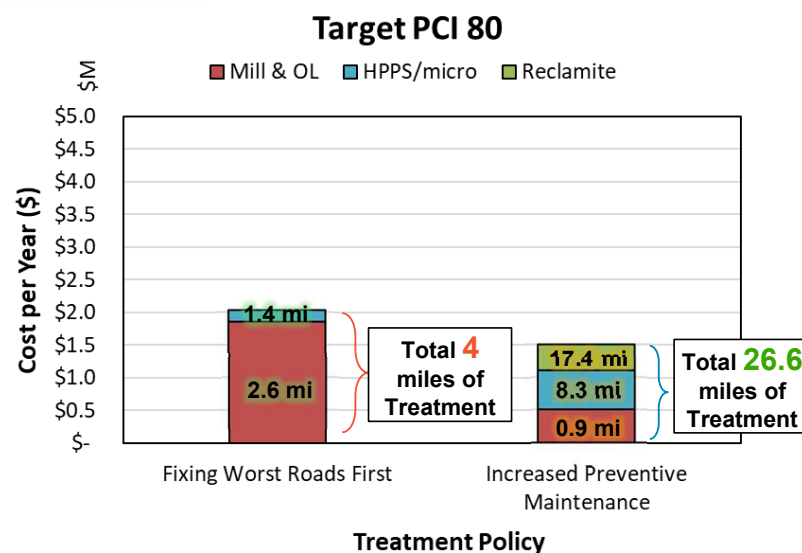
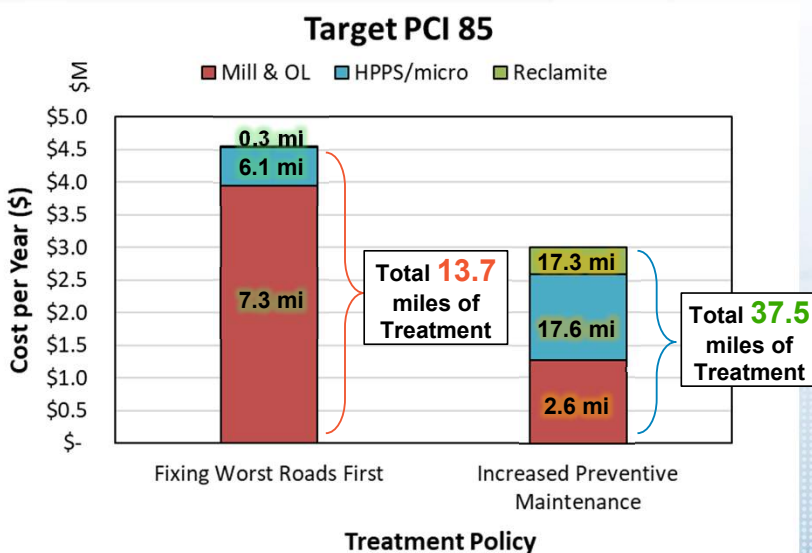
Year	S1: Decreased Budget	S2: Current Budget	S3: Increased Budget	S4: Target PCI 85	S5: Target PCI 80	S6: Target PCI 75	S7: Unlimited Funding	S8: Do Nothing	S9: Work Plan
Funding Level per Year	~ \$ 2M	~ \$ 2.2M	~ \$ 2.4M	~ \$ 3M	~ \$ 1.5M	~ \$ 200K	~\$ 30.4M	\$ 0	~ 3.3M
Beginning PCI (2025)	83.68	83.68	83.68	83.68	83.68	83.68	83.68	83.68	83.68
Ending PCI (2031)	81.73	82.43	83.08				96.84	74.64	84.47





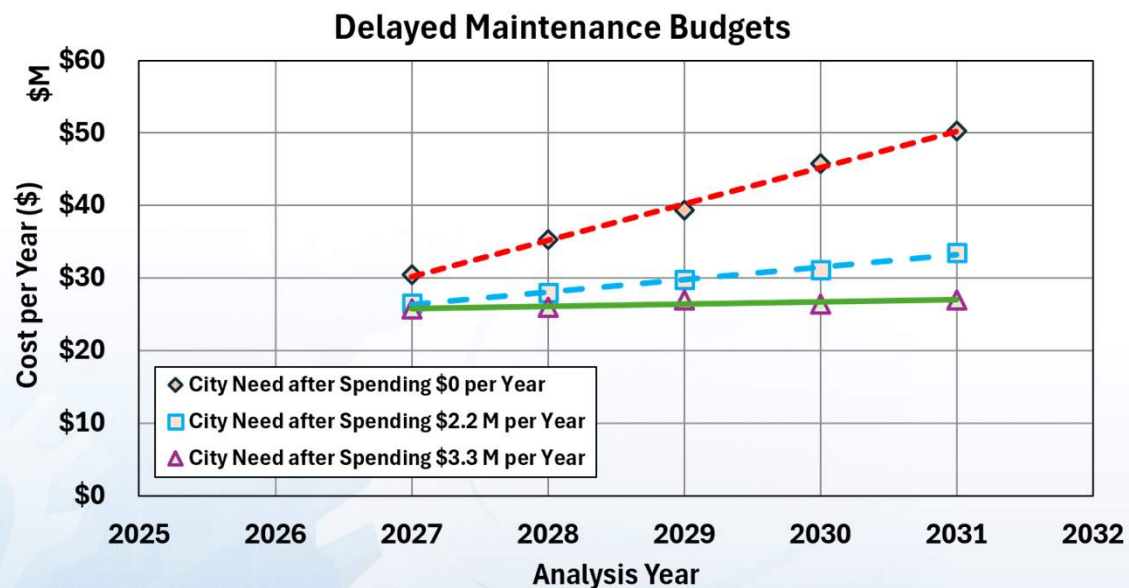
Target PCI Scenario Costs

Target PCI	Treatment Policy	
	Fixing Worst Roads First	Increased Preventive Maintenance
Target PCI 85	\$ 4,549,322	\$ 2,998,959
Target PCI 80	\$ 2,023,374	\$ 1,499,277





Unlimited Funding Scenario Costs



City Need			
Analysis Year	Spending \$0 per Year	Spending \$2.2 M per Year	Spending \$3.3 M per Year
FY 2027 (Current Need)	\$ 30,441,362	\$26,535,401	\$25,746,417
FY 2028	\$ 35,334,437	\$27,952,417	\$25,961,457
FY 2029	\$ 39,316,178	\$29,760,722	\$27,044,790
FY 2030	\$ 45,774,344	\$31,146,889	\$26,460,646
FY 2031	\$ 50,316,877	\$33,520,816	\$26,983,792

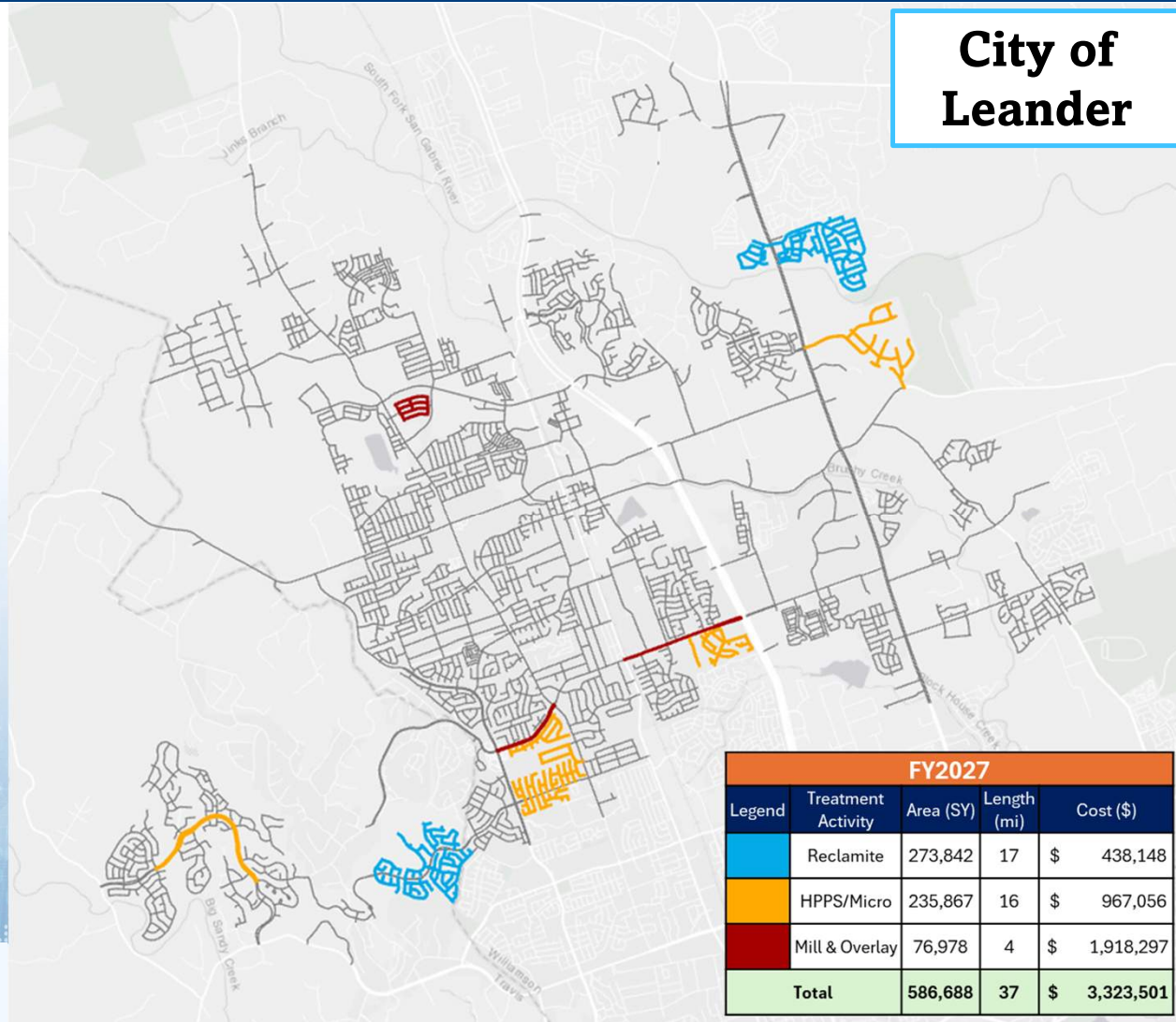


Work Plan Recommendations (5 Years)



2027 Recommended Work

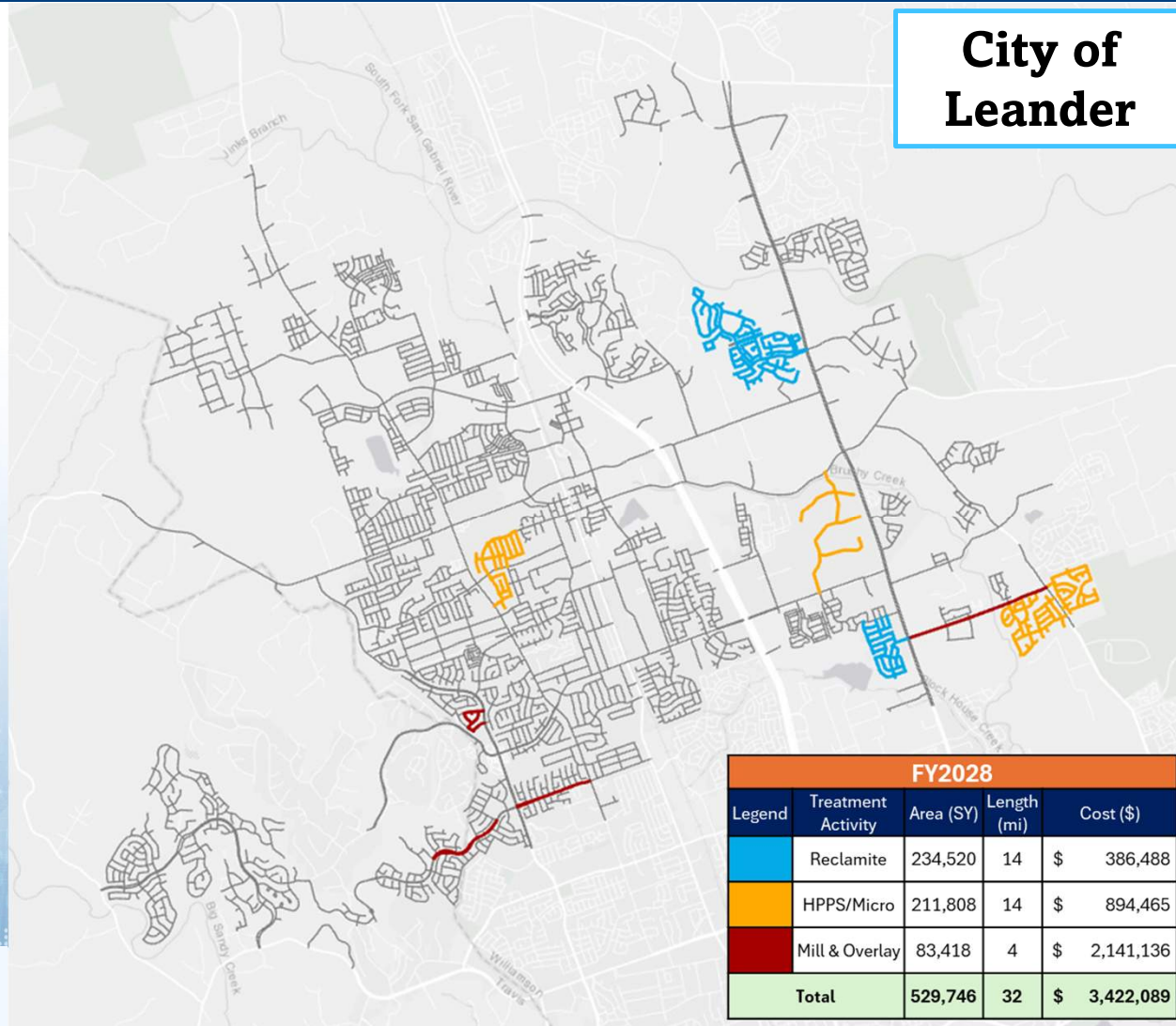
Network level
Estimated PCI = **84.85**





2028 Recommended Work

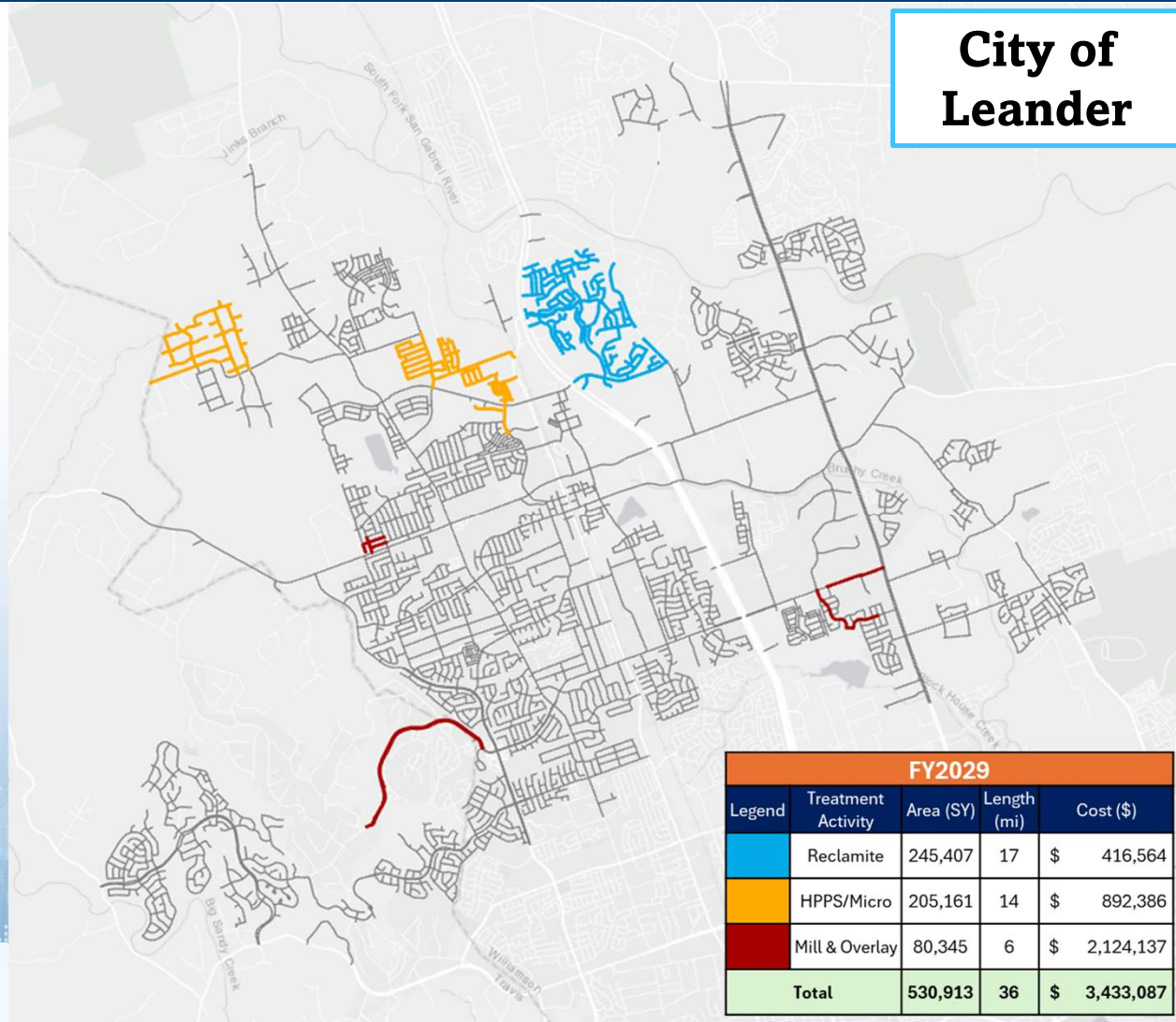
Network level
Estimated PCI = **84.89**





2029 Recommended Work

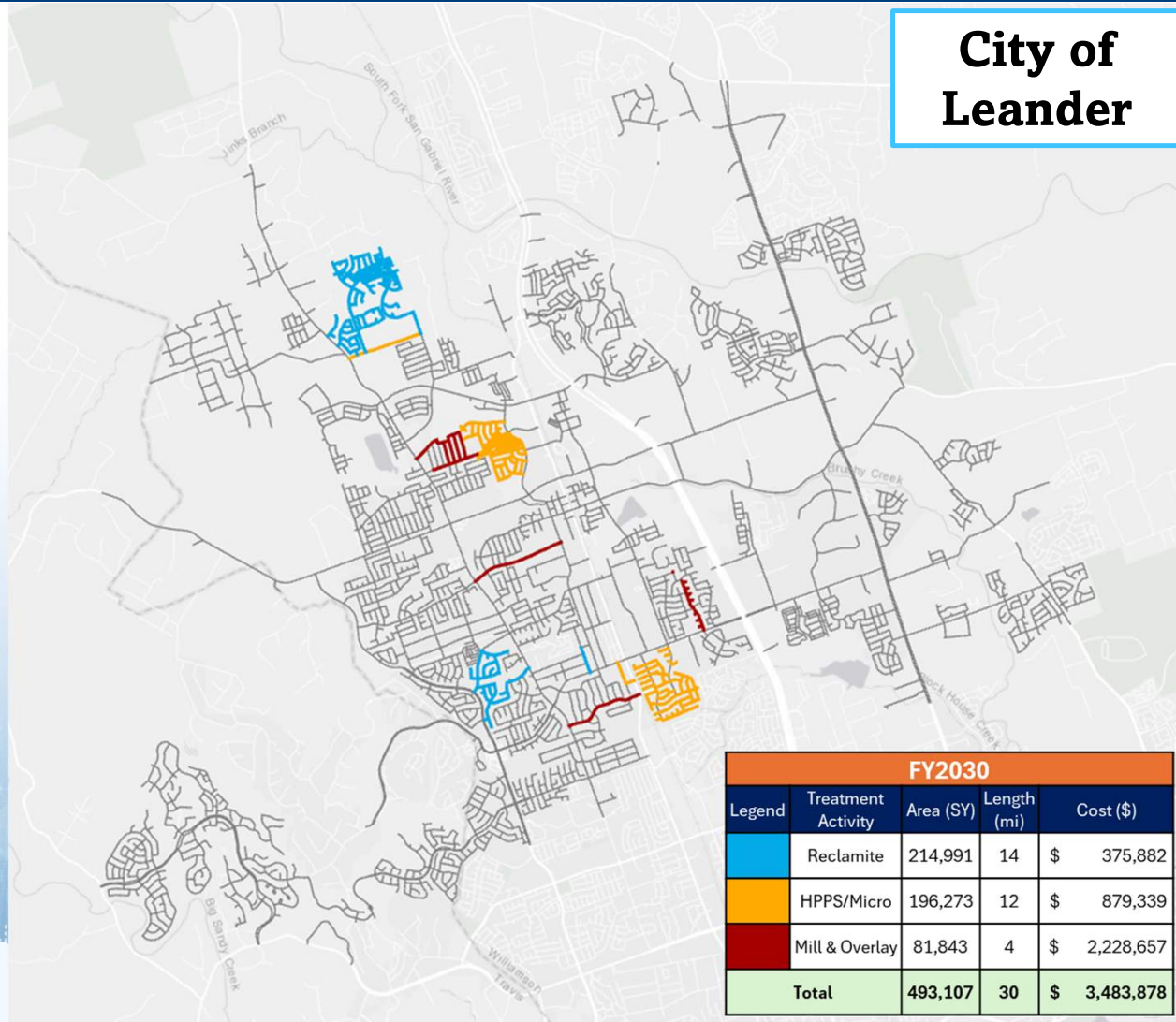
Network level
Estimated PCI = **84.53**





2030 Recommended Work

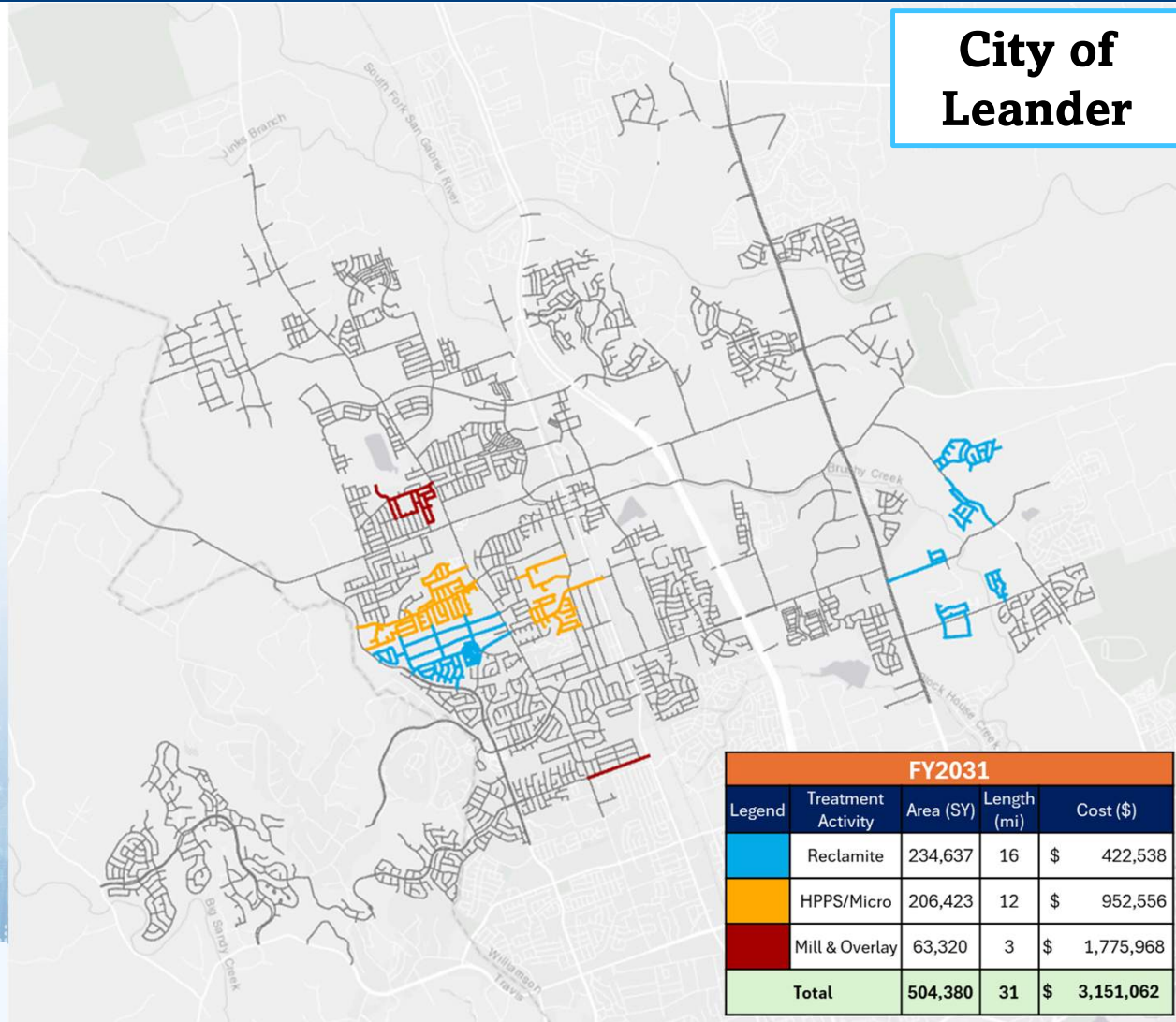
Network level
Estimated PCI = **84.67**





2031 Recommended Work

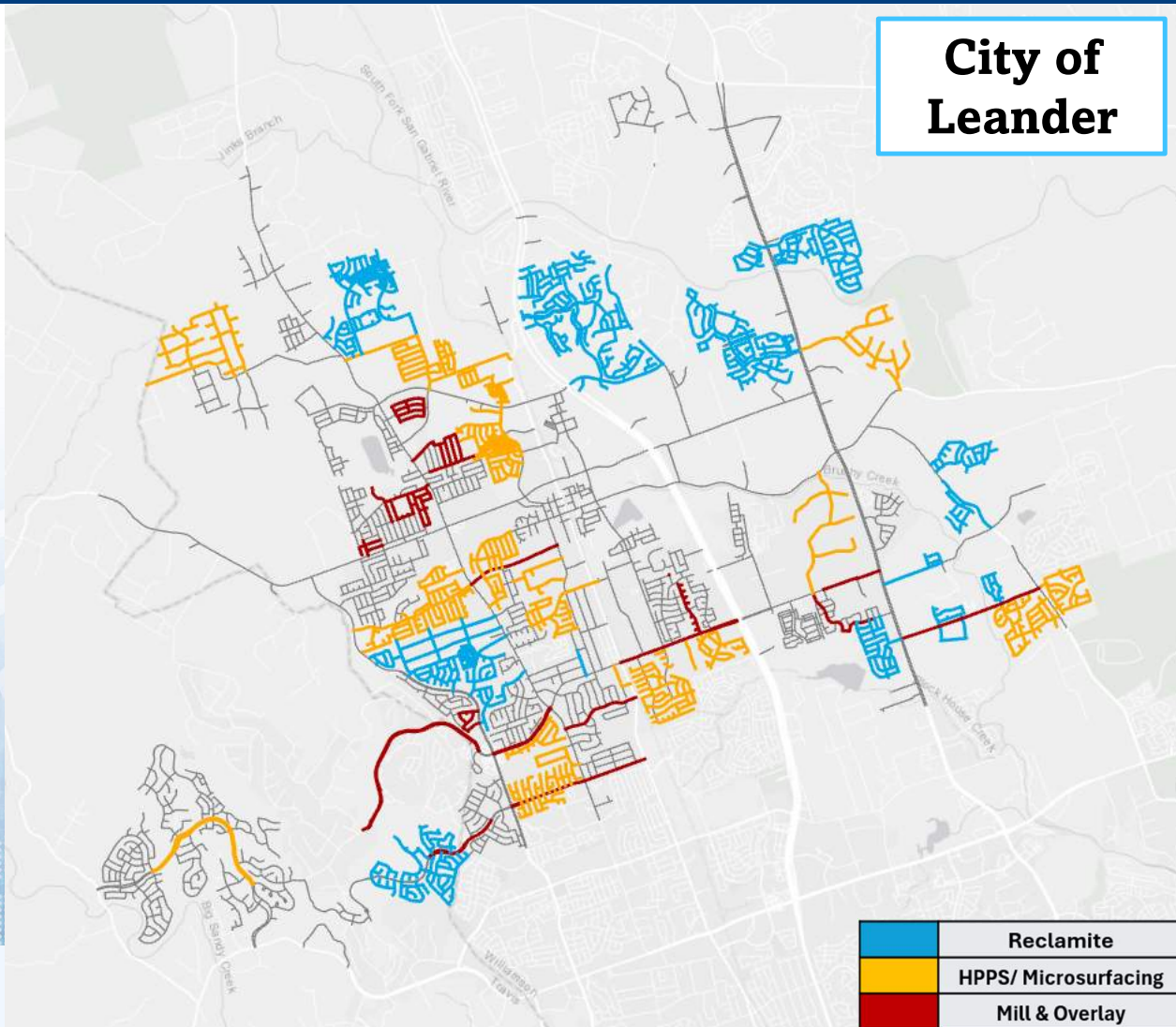
Network level
Estimated PCI = **84.47**





2027-2031 Recommended Work

Fiscal Year	Area (SY)	Length (mi)	Cost (\$)	Estimated PCI
FY 2027	586,688	37	\$ 3,323,501	84.85
FY 2028	529,746	32	\$ 3,422,089	84.89
FY 2029	530,913	36	\$ 3,433,087	84.53
FY 2030	493,107	30	\$ 3,483,878	84.67
FY 2031	504,380	31	\$ 3,151,062	84.47





Closing Considerations



Closing Remarks

- The average PCI of the city pavement network is 83.68 at time of inspection.
- With the current budget levels (\$2.2 per year), the estimated network will drop to a PCI of 82.43 by the end of 2031.
- With the recommended budget levels (\$3.3 per year), the estimated network PCI will be 84.47 by the end of 2031.
- Future Reconstruction projects are not included at this budget level.
- Future condition survey utilizing PCI method is required to calibrate pavement performance models and improve projected network conditions.



Closing Remarks

- Targeted resurfacing plan for major arterials such as Ronald Reagan will require special funding sources due to the massive area of pavement on these roadways.
- Consideration of bond programs or joint agency projects should be considered for major reconstruction projects.



Thank You



EXECUTIVE SUMMARY
7/16/2026

AGENDA SUBJECT:

Approval of the minutes for the regular City Council meeting held on July 2, 2026.

BACKGROUND:

Attached are the minutes for the regular City Council meeting held on July 2, 2026.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that the City Council approve the minutes from the regular City Council meeting held on July 2, 2026, as presented.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft Minutes 07.02.2026



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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, July 2, 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. Reception honoring Veterans of Leander.

The reception began at 6:00 p.m. and ended at 6:45 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

2. Open Meeting, Invocation and Pledges of Allegiance.

Opened meeting opened at 7:03 p.m.; Sergeant Terrance Yeakey of Life Church provided the invocation; and Mayor Thompson led the Pledges of Allegiance.

3. Roll Call.

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

4. Welcome Guests and Special Visitors.

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.]

Richard Davis, 10760 E. Crystal Falls Parkway - commented on Upper Brushy Creek WCID and draining the creek.

Mike Sanders, 1016 W. South Street - commented on the veteran's reception, Leander Springs, and water resources.

Anita Chumnanvich, 708 Palamos Drive - commented on the recent Planning and Zoning meeting and Hays County's report on the lower Trinity.

6. Recognitions/Proclamations/Visitors.

- Proclamation honoring the Veterans of Leander for their service and sacrifices.

- Proclamation recognizing EPA WaterSense Smart Irrigation Month (July).
- Proclamation recognizing National Parks and Recreation Month (July).

7. Staff Reports

Update on Upper Brushy Creek Water Control and Improvement District (WCID) regarding the lower water levels at Lakewood Park lake.

Update on the chlorine conversion planned for preventative maintenance to improve water quality and system operations.

Upper Brushy Creek Water Control and Improvement (WCID) update included: significant events relating to the Lakewood Park lake water levels; correspondence between WCID and City of Leander; WCID's position on the lake level; options for the City if lake levels are not restored; and next steps.

Chlorine conversion update included: what chloramines are; free chlorine conversion; why chlorine conversion matters; system flushing and conversion process; customer outreach and notification; customer impact and awareness information; and regional coordination.

CONSENT AGENDA: ACTION

Motion: Approve Consent Agenda items 8 through 17.

By: Councilmember Chang

Seconded: Councilmember Naudin

Vote: 6 - 0

8. Approval of the minutes for the meeting held on June 18, 2026.
9. Approval of the purchase of one (1) vehicle for a new animal services position from Sewell Chevrolet in the amount of \$92,614.50 utilizing Solicitation S24-003, technology hardware cost of \$6,298.17 through the State of Texas Department of Information Resources contract #DIR-CPO-5792 with a \$1,500.00 contingency due to fluctuations in the market relating to technology hardware for a total cost of \$100,412.67; and authorize the City Manager to execute any and all necessary documents.
10. Approval of Task Order No. WWW-BGE-CIPS23-019-01 with BGE, Inc., for professional services relating to the Phase 1 of the Travisso Wastewater Treatment Plant effluent irrigation system audit, assessment and optimization project in the amount of \$88,243.00; and authorize the City Manager to execute any and all necessary documents.
11. Approval of a Resolution of the City of Leander, Texas accepting the petition for the Bar W Ranch West Commercial Annexation Case A-26-0027 and the adjacent right-of-way (ROW) of Kauffman Loop Annexation Case A-25-0028 regarding the voluntary annexation of 9.247 acres ± in size, more particularly described by Williamson Central Appraisal District as Parcel R491371; and north of Kauffman Loop, approximately 775 feet west of Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
12. Approval of 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.

13. Approval of 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 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 of CR 270, Leander, Williamson County, Texas.
14. Acceptance of public infrastructure improvements for 1012 Municipal Drive (PICP-24-0126) to include: streets and wastewater.
15. Acceptance of public infrastructure improvements associated with Lone Star Landing Phase 1 (PICP-24-0113) Construction Plan consisting of street, drainage, water, wastewater and streetlights improvements.
16. Acceptance of public infrastructure improvements for Lone Star Landing Phase 1 Offsite Water and Wastewater (PICP-23-0099) to include: streets, drainage, water and wastewater improvements.
17. Approval of an Addendum to the Meet and Confer Agreement between the City of Leander and the Leander Law Enforcement Association, effective October 1, 2025, to provide for retiree insurance.

PUBLIC HEARING: ACTION

18. Conduct a Public Hearing 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 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.

This item was pulled at the request of the applicant.

[A brief recess was taken at 7:56 p.m.; reconvened at 8:01 p.m.]

REGULAR AGENDA

19. Discuss and consider action on the Second Reading of an Ordinance 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 and Travis Counties, Texas.

Motion: Postpone to the July 16, 2026 council meeting.

By: Councilmember Chang

Seconded: Councilmember Blair

Vote: 6 - 0

20. Discuss and consider action on an Interlocal Agreement (ILA) between the City of Leander and Williamson County for Leander's participation in the design and construction of access and safety improvements near the Harmony School to be included with the Hero Way roadway expansion project with a total reimbursement to be paid to Williamson County by the City in an amount estimated to be \$329,352.63; and authorize the City Manager to execute any and all necessary documents.

Motion: Approve Interlocal Agreement (ILA) between the City of Leander and Williamson County for Leander's participation in the design and construction of access and safety improvements near the Harmony School to be included with the Hero Way Roadway expansion project.

By: Mayor Thompson
Seconded: Councilmember Sponseller

Vote: 6 - 0

21. Discuss and consider action on an Ordinance amending Ordinance No. 25-061-00 to amend the City of Leander's annual budget for Fiscal Year 2026, ensuring alignment with financial priorities and necessary funding adjustments.

Motion: Approve amending Ordinance No. 25-061-00 to amend the City of Leander's annual budget for FY 2026.

By: Mayor Thompson
Seconded: Councilmember Blair

Vote: 6 - 0

22. Council Member Closing Statements.

Na'Cole Thompson - stated tonight's dinner was from Jersey Mike's; shop local; thanked the Veterans for attending the appreciation reception; commented on Liberty Fest and Veteran's VIP tent; thanked City Secretary's office and the Parks Department for city-wide decorating for America 250 events; and stated a proclamation for Preventable Hot Car Deaths was issued.

Andrew Naudin - commented on the National Minority Mental Health Awareness Month; "*More Good Days Together*" theme; July 1, 1776 Lee Resolution; July 4 Declaration of Independence; July 2, 1964 Civil Right Acts signed by Lyndon B. Johnson; Liberty Fest; and in July 1966 Frank Sinatra's number one hit "*Strangers in the Night*".

Annette Sponseller - thanked the veterans and veteran organizations for coming out; commented on Liberty Fest; and thanked the Parks Department for the gift baskets.

Natome Blair - thanked veterans and families for attending the reception; congratulated Officer Lill for joining LPD; and to celebrate big.

Michael Herrera - stated on 250 years for a country; proud to be an American; proud of the country and the veterans; and to celebrate this country.

Stephen Chang - commented on Liberty Fest; thanked the City Secretary's office for work behind the scenes; commented on last summer's floods and its major loss of life and to reflect and remember; and Texans helping Texans.

23. Convene into Executive Session pursuant to:

1. 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
2. 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. Acquisition of properties for public purposes and an option agreement for acquisition of real property; and
2. Lease agreement for City operations.

Convened into Executive Session at 8:29 p.m.; reconvened into open session at 9:32 p.m.

1. No action.
2. No action.

24. Adjournment

Adjourned at 9:32 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
7/16/2026

AGENDA SUBJECT:

Approval of the purchase of a 2026 Ford F-150 Super Crew truck from Sames Bastrop Ford, utilizing cooperative purchasing contract 240901 through The Interlocal Purchasing System (TIPS), in the amount of \$91,413.00 for the fire department as a scheduled fleet replacement; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

City departments, including the Leander Fire Department (LFD), allocate funds each year through the annual budget process to the City's fleet replacement fund, ensuring that funds are available when the replacement of departmental vehicles is due. LFD had a vehicle scheduled for replacement in FY 2025, but due to various challenges with vehicle availability, the City was unable to procure the vehicle during FY 2025. A truck in the Fire Marshal's Office used for fire inspections and investigations will be replaced. The replaced unit is a 2017 model with 170,558 miles.

This purchase will be made under TIPS contract 240901, for a cost of \$51,663.00 for a 2026 Ford F-150 XL 4WD SuperCrew truck and camper shell and emergency lighting. The installation of the camper shell, emergency lighting, equipment tray, and other associated items to make the vehicle ready for service is at a cost of \$39,450.00 and transport cost of \$300.00 for a total vehicle cost of \$91,413.00. As part of placing this vehicle in service, other items such as a radio, Knox key, and Samsara will be purchased separately to ensure technology security.

Funds for this purchase were allocated through the mid-year budget adjustment approved by the City Council on July 16, 2026.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommend that the City Council approve the purchase of a 2026 Ford F-150 Super Crew truck from Sames Bastrop Ford, utilizing cooperative purchasing contract 240901 through The Interlocal Purchasing System (TIPS), in the amount of \$91,413.00 for the Leander Fire Department; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Billy Wusterhausen, Fire Chief

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$91,413.00
<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>	Vehicle Reserve Fund

Attachments:

1. SAMES F150 quote

Quote #: SAG-5059

Date: 6/17/2026

Expires: 7/31/2026

Quote From:

Sames Bastrop Ford, Inc
1115 State Highway 71
Bastrop, TX 78602
Jake Schobinger | jakes@sames.net
Phone: 210.381.8674

Quote For:

City of Leander
105 N Brushy Street
Leander, Tx 78641

Vehicle Information

Year	Make/Model	Contract #	Color	Qty	Price	Total
2027	Ford F-150 145 in. Wheelbase, XL 4x4 SCrew SS 5.5 Box W1L	TIPS 240901	Vermillion Red	1	\$50,163.00	\$50,163.00

Vehicles Subtotal: \$50,163.00

Est. Delivery: 2027 Ford F-150 145 in. Wheelbase, XL 4x4 SCrew SS 5.5 Box W1L — Factory Order (60-90 days)

Standard Options: 2027 Ford F-150 145 in. Wheelbase, XL 4x4 SCrew SS 5.5 Box W1L

- 5.0L V8 Engine
- Electronic 10-Speed Automatic Transmission
- 4-Wheel Drive
- SuperCrew Cab (4-Door)
- 5.5-Foot Box
- Tailgate Step with Work Surface
- 17-Inch Silver Steel Wheels
- 265/70R17 All-Terrain Tires
- 3.31 Axle Ratio
- 7,100 lbs GVWR Payload Package
- Black Interior with Medium Dark Slate Cloth
- 40/20/40 Front Seat Configuration
- Vermillion Red Exterior Paint
- 50-State Emissions Compliance
- Front License Plate Bracket
- Equipment Group 101A Standard
- 16 MPG City Fuel Economy
- 24 MPG Highway Fuel Economy
- 864-Mile Highway Cruising Range

Options/Upgrades

Description	Qty	Price	Total
• Upfit Floor Plan	1	\$1,500.00	\$1,500.00

Options Subtotal: \$1,500.00

Upfitter Information

Upfitter	Quote #	Contract #	Qty	Price	Total
Siddons-Martin Emergency Group	400-0001192	-	1	\$39,450.00	\$39,450.00

Upfitters Subtotal: \$39,450.00

[View attached upfitter quote](#)

Transport Route: 1115 State Highway 71, Bastrop, TX, 78602 to 105 N Brushy Street, Leander, Tx, 78641

Transport: \$300.00/vehicle x 140 miles = **\$300.00**

PRICING SUMMARY

Vehicles: \$50,163.00	Transport: \$300.00	GRAND TOTAL: \$91,413.00
Options: \$1,500.00	Trade-In: (\$0.00)	
Upfitters: \$39,450.00		

TERMS AND CONDITIONS

Balance on the vehicle is due within thirty (30) days of delivery to the upfitter or customer. A \$500 per month floor plan interest charge will be applied to any unpaid balance beyond Net 30 terms.

All prices provided in this quote are based on current market conditions and are subject to change. Pricing may be impacted by changes in OEM production availability, allocation limits, material shortages, tariffs, trade regulations, or other factors beyond the dealership's control.

Vehicle availability, production timing, and delivery schedules are subject to OEM manufacturing constraints and supply-chain conditions. The dealership shall not be held liable for delays, cancellations, or non-production resulting from OEM constraints or manufacturer decisions. In the event an OEM is unable to produce or deliver a vehicle as quoted, the dealership reserves the right to modify, delay, substitute, or cancel the order without penalty.

Any resulting price or availability changes will be communicated prior to final purchase or delivery.

[View our in-stock vehicles at samesgovfleet.com/inventory](http://www.samesgovfleet.com/inventory)

www.samesgovfleet.com

 Follow us on Facebook



EXECUTIVE SUMMARY
7/16/2026

AGENDA SUBJECT:

Approval of a Resolution authorizing the submission of an application for financial assistance from the Texas Water Development Board through House Bill 500, the Water Supply and Infrastructure Grant (WSIG) seeking \$12,000,000.00 to provide for eligible costs for water system improvements, including the acquisition, planning, design, and construction of water system improvements related to the Hero Way West Elevated Storage Tank; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

During the 89th Legislative Session, the State Legislature appropriated \$1.038 billion in funds for water supply and infrastructure projects to the Texas Water Development Board. This is a one-time opportunity for a limited number of Texas communities to receive grant funding to implement water supply/water infrastructure projects.

The Texas Water Development Board (TWDB) opened the Water Supply and Infrastructure Grant (WSIG) application period on April 1, 2026, offering a one-time opportunity for communities to secure funding for critical drinking water supply and infrastructure improvements. The City is eligible to request up to \$21 million based on its service area population. Applications are due July 30, 2026, with grant commitments anticipated in Fall 2026.

A strong WSIG candidate project is one that directly enhances the community's potable water supply or drinking water infrastructure, fully complies with the program's eligibility requirements, and is ready to proceed with all required design, permitting, environmental coordination, and land or easement acquisition in place. Construction funded through WSIG must be completed by January 31, 2031.

Following these requirements, City staff recommends submitting the Hero Way West Elevated Storage Tank (EST) project for WSIG application. This project is identified as a Capital Improvement Project (CIP W. 55) in the City's Fiscal Year 2026 Adopted Capital Improvement Plan with a total project cost estimate of \$27,973,816. The project includes construction of a new 1.25 million-gallon elevated storage tank on an 11.33 acre City-owned site along Hero Way West, providing essential additional storage capacity for the City's northwestern service area. The project is a part of the existing Hero Way West EST and water line (CIP W. 55) which is currently in the design phase. However, only the EST component is being submitted for WSIG funding due to its readiness. The associated water line is not sufficiently advanced to meet WSIG readiness requirements or grant timelines. The EST portion is in the final stages of design and permitting, with construction solicitation planned for release by the end of the year.

City staff recommends submitting a WSIG application for that portion of the estimated construction cost of the Hero Way West EST in the amount of \$12 million. There is no local matching funds requirement for this grant. The TWDB would provide 100 percent of the funding if awarded.

If awarded, the City must comply with the TWDB Supplemental Contract Conditions and Instructions for Construction Services for WSIG which include but are not limited to:

- Occupational Safety and Health Administration (OSHA),

- Bidding Process,
- Contract Documents, and
- U.S. Iron and Steel.

Additionally, the conditions also indicate there may be additional applicable Federal and State statutes and regulations that are not addressed in the conditions and that it is the applicant's responsibility to ensure that the project and all associated contract provisions comply with the relevant statutes and regulations.

HISTORY/TIMELINE:

04/01/2026 - Grant application solicitation opened.
 06/04/2026 - Texas Water Development Board held grant webinar.
 07/16/2026 - City Council approval of resolution to submit grant application.
 07/30/2026 - Grant application due date.
 Fall 2026 - Texas Water Development Board commitments and award notices.
 02/28/2031 - Final construction closeout documents must be submitted to Texas Water Development Board.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends approval of a Resolution authorizing the submission of an application for financial assistance from the Texas Water Development Board through House Bill 500, the Water Supply and Infrastructure Grant (WSIG) seeking \$12,000,000.00 to provide for eligible costs for water sytem improvements, including the acquisition, planning, design, and construction of water system improvements for the Hero Way West Elevated Storage Tank project; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Gina Ellison, Executive Director of Public Works
 Roman Poudyal, Deputy Director of Public Works

Fiscal Impact

Attachments:

1. Resolution Texas Water Board Grant
2. Project Summary - Hero Way West Elevated Storage Tank and Water Link
3. Texas Water Development Board Water Supply and Infrastructure Grants Presentation
4. Texas Water Development Board Supplemental Contract Conditions

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

WHEREAS, the City Council of the City of Leander (the "City") hereby finds and determines that there is a need for the City to apply for financial assistance from the Texas Water Development Board (the "TWDB"); and

WHEREAS, the City has critical needs associated with the construction of water infrastructure improvements; and

WHEREAS, the City Council desires to authorize the submission of an application for financial assistance to the TWDB through House Bill 500, the Water Supply and Infrastructure Grant (WSIG);

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

Section 1. The meeting at which this resolution was approved was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 2. The facts and recitations contained in the preamble of this resolution are hereby found and declared to be true and correct and are incorporated by reference herein and expressly made a part hereof, as if copied verbatim.

Section 3. An application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$12,000,000.00 to provide for eligible costs for water system improvements, including the acquisition, planning, design, and construction of water system improvements.

Section 4. The City Manager or designee is hereby designated as the authorized representative of the City for purposes of furnishing such information, executing such documents, and making such appearances as may be required in connection with the preparation and filing of such application for financial assistance, and with complying with the rules of the Texas Water Development Board.

Section 5. If any provision of this resolution, or application thereof, to any person or circumstance, shall be held invalid, such invalidity shall not affect the other provisions, or

Resolution Number:

Subject: Authorizing Application for Texas Water Development Board Water Supply and Infrastructure Grant

Date Approved:

Page 1 of 2

application thereof, of this resolution, which can be given effect without the invalid provision or application, and to this end the provisions of this resolution are hereby declared to be severable.

Section 6. The Mayor is hereby authorized to sign this resolution and the City Secretary to attest. This resolution shall become effective and be in full force and effect immediately in accordance with the provisions of the City Charter of the City of Leander.

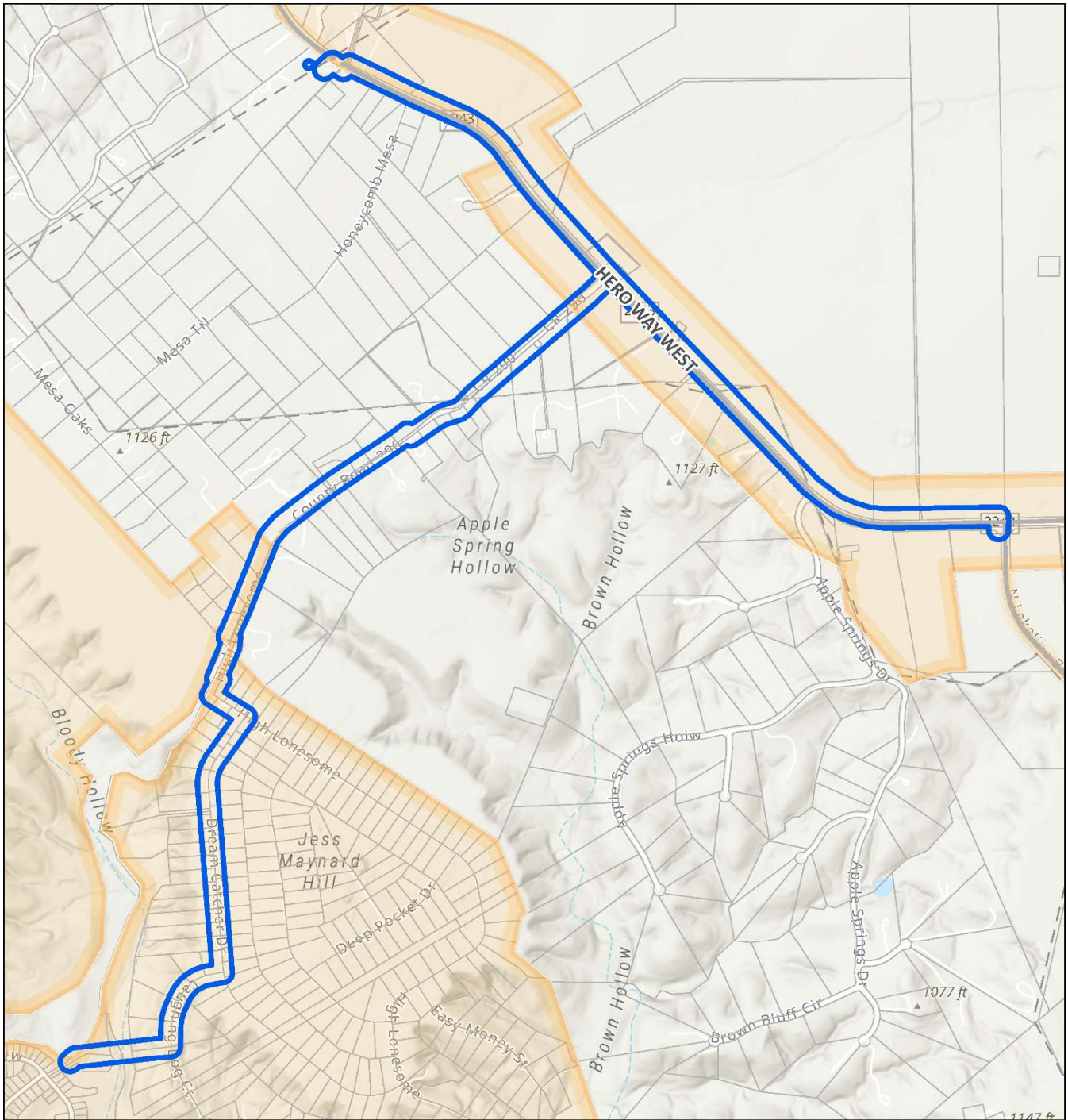
PASSED AND APPROVED on the 16th of July, 2026.

ATTEST:

THE CITY OF LEANDER:

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor



CIP Program

W.55 - Hero Way West Elevated Storage Tank (EST) and Water Line

Water Projects

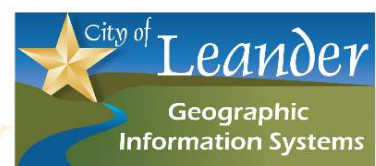
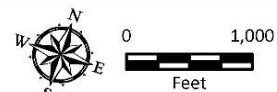
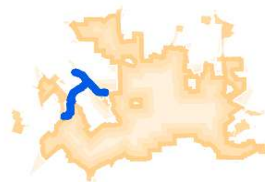
 W.55

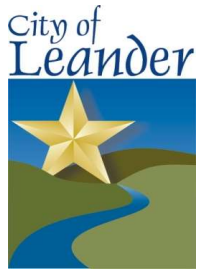
 Leander City Limits

 Parcels (WCAD)

 Parcels (TCAD)

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. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use, or misuse of the information herein provided.





CITY OF LEANDER CAPITAL IMPROVEMENT PROGRAM

PROJECT ID:	W.55	
PROJECT TITLE	Hero Way West Elevated Storage Tank (EST) and Water Line	
DEPARTMENT(S)	Public Works	
PROJECT DESCRIPTION:		
The Project includes a new 1.25 million gallon (MG) elevated storage tank (EST) and associated distribution pipelines to provide additional capacity to the northwestern areas of the City. The EST will be located on a 11.33-acre site on Hero Way West which is owned by the City. The estimated height to the top capacity line of the EST is 171 feet. Approximately 18,150 linear feet (LF) of distribution piping ranging from 12-inch to 24-inch diameter will also be required to increase and control flows from the Brushy Creek Regional Utility Authority to the Travisso neighborhoods and the northwest section of the City. Specifically, the Project includes approximately 4,250 LF of 24-inch water line along Hero Way West from a stubout near Lakeline Drive to the intersection with County Road (CR) 290; 9,700 LF of 24-inch pipeline from the intersection of CR 290 and High Lonesome to the EST site on Hero Way West; 4,200 LF of 16-inch pipeline from the intersection of Hero Way West and CR 290 to Sienna Sunset Road through Grand Mesa; and approximately 13,950 LF of fiber optic duct bank along Hero Way West from Lakeline Drive to the EST site.		
Project is currently in Design.		

Location	Northwest region of City and Travisso		
Limits From/To:	15051 Hero Way West to County Road 290 down to Sienna Sunset Road and from Hero Way West to Lakeline Boulevard.		
Schedule	DURATION	For Non Utility CIP projects - Check all that apply:	
Design Phase	24 months	☒	Project will also involve the need for NEW City Utility Infrastructure, including Fiber conduit.
ROW/Esmt Acq.	12 months	☒	Project Cost Estimate Below DOES include cost for new utility infrastructure.
Construction	36 months	☐	Project Cost Estimate Below DOES NOT include cost for new utility infrastructure.

PROJECT NEED/BENEFITS					
From Water Master Plan. Currently in Design.					
☐ Project requires hiring new staff	Anticipated Number of New Employees:	0	Usable Life of Asset:	30	Years

PROJECT COSTS	Prior	FY26	FY27	FY28	FY29	FY30	FY31 - FY35	Total
Design Phase	\$ 2,077,566	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,077,566
Construction	\$ -	\$ -	\$ -	\$ 18,605,000	\$ -	\$ -	\$ -	\$ 18,605,000
Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Inspection/Testing	\$ -	\$ -	\$ -	\$ 140,000	\$ -	\$ -	\$ -	\$ 140,000
Contingencies	\$ -	\$ -	\$ -	\$ -	\$ 4,651,250	\$ -	\$ -	\$ 4,651,250
Other (including easements, ROW, etc.)	\$ -	\$ 2,500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500,000
Total Estimated Cost	\$ 2,077,566	\$ 2,500,000	\$ -	\$ 18,745,000	\$ 4,651,250	\$ -	\$ -	\$ 27,973,816

PROJECT BUDGET	Prior	FY26	FY27	FY28	FY29	FY30	Future	Total
FUNDING SOURCE								
Account No.	Fund							
25-00-4085	Water Imact Fees							
	\$ 2,077,566	\$ 2,500,000	\$ -	\$ 18,745,000	\$ 4,651,250	\$ -	\$ -	\$ 27,973,816
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 2,077,566	\$ 2,500,000	\$ -	\$ 18,745,000	\$ 4,651,250	\$ -	\$ -	\$ 27,973,816
EXPENDITURE								
25-31-8656	Travisso EST							
	\$ 2,077,566	\$ 2,500,000	\$ -	\$ 18,745,000	\$ 4,651,250	\$ -	\$ -	\$ 27,973,816
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 2,077,566	\$ 2,500,000	\$ -	\$ 18,745,000	\$ 4,651,250	\$ -	\$ -	\$ 27,973,816

Note: All amounts are shown in current dollars

Texas Water Development Board Webinar

House Bill 500 - Water Supply and Infrastructure Grants

June 4, 2026

Webpage HB 500 – WSIG

<https://www.twdb.texas.gov/financial/programs/WSIG/index.asp>

Housekeeping



The webinar is being recorded and will be posted to TWDB's WSIG website.



The presentation slides will be posted to TWDB's WSIG website.



The audience microphones and cameras are turned off. Questions may be typed into the Q&A box.

TWDB Water Supply and Infrastructure Grants website:
<https://www.twdb.texas.gov/financial/programs/WSIG/index.asp>

House Bill 500 - Water Supply and Infrastructure Grants

- \$1.038 billion from General Revenue to TWDB
- 100% Grant for water infrastructure and supply projects. Funding will be awarded as grants only.
- **One-time opportunity** for a limited number of Texas communities to receive grant funding to implement water supply and water infrastructure projects.
- Once this initial appropriation is provided to communities by **August 31, 2027**, the TWDB will no longer have these grant funds available to provide financial assistance.

WSIG Eligible Applicants

Eligible:

- Cities
- Districts
- Counties
- River authorities
- Other political subdivisions

Ineligible:

- Water Supply Corporations*
- Investor-owned utilities
- Private entities

Eligible Projects. The grant must address at least one:

- Water Loss,
- TCEQ violation,
- Provide additional water supply.

Water Supply Corporations*

We are aware of the questions surrounding WSC's inability to access the Water Supply and Infrastructure Grants (WSIG) and want to emphasize that this is an active area of focus for us. Our team is currently analyzing a future funding opportunity that would allow WSCs to apply directly for a grant. While we don't have any more specifics to share at this time, we're committed to addressing this gap fairly and thoughtfully. We expect to share more information in the future and would like to note that this opportunity will follow a different timeline than WSIG.

Project Categories – Must address at least one

Water Loss:

- Improving efficiency of water delivery
- Correcting water system deficiencies including water loss
- Water loss mitigation projects may include leak repair, leak detection, pressure management, small meter replacement, large meter replacement, and selective pipe replacement

Regulatory Violations:

- TCEQ Notice of Violation (NOV) letter
- TCEQ Notice of Enforcement (NOE) letter
- Agreed Order
- Boil Water Notice and/or Public Notice
- Monitoring and Reporting Violations do not apply

Additional Water Supply:

- Correcting water system deficiencies including water quality, capacity, pressure, and water loss
- Upgrading or replacing water systems
- Providing new or existing service to other water systems through consolidation projects
- Purchasing capacity in water systems
- Purchasing water systems
- Producing additional water supply, including reuse
- Purchasing water rights
- Improving efficiency of water delivery through existing irrigation systems

WSIG Project Requirements

- Must be consistent with 2027 State Water Plan.
- Must have a certified annual financial audit. The audit must have a fiscal year end between January 31, 2025, and June 30, 2026.
- Must be ready-to-proceed with construction if applicant's population served is >150,000.
- Only one application is allowed per the entity applicant.
- Previously TWDB-funded projects not eligible.

Final WSIG Funding Allocation, 3/31/2026

Service area population size	Less than 1,000	1,001- 10,000	10,001- 150,000	150,001- 1 million	Greater than 1 million	Total
Funding Cap per project	\$6 Million	\$10 Million	\$21 Million	\$35 Million	\$55 Million	
Total funding target	\$42 Million	\$71 Million	\$142 Million	\$220 Million	\$400 Million	\$875 Million
Canal lining or conversion projects	Up to \$100 Million for match funding for North American Development Bank projects					\$975 Million

- *Systems with populations of 150,000 or less may request funding for P-planning, A-land acquisition, D-design, and C-construction.*
- *150,001 or more in population may request C-construction funding only.*

WSIG Canal Projects & the NADBank

Designated funding is available to support canal lining and pipeline conversion projects.

\$100M are reserved for joint funding efforts with the North American Development Bank's Water Resiliency Program.

NADBank Link:

<https://nadbank.org/solutions-and-services/water-resiliency-fund>



WSIG Project Prioritization

Criteria	Points Calculation	Points
Retail Water Providers: Service Area's Annual Median Household Income (AMHI) (if using a TWDB-approved socioeconomic survey; the AMHI will be inflation adjusted) AMHI data source and worksheet: U.S. Census Bureau 2024 American Community Survey (ACS) 5-Year Estimates	$(78,476 \div \text{AMHI}) \times 10$ State of Texas AMHI = \$78,476	Result
Wholesale Water Providers: Total population (POP) served by Retail Water Providers that purchase wholesale from applicant as listed in TCEQ's Drinking Water Viewer	$(100,000 \div \text{POP}) \times 10$	Result
For projects with populations under 150,000: Projects that are deemed ready to proceed.		10 points
Tiebreaker: Preference given to the community that has never or has the greater amount of time since it last received financial assistance from the TWDB.		

WSIG Implementation Timeline

- April 1, 2026: Application solicitation opens
- **July 30, 2026:** **Application due date**
- Starting Fall 2026: TWDB Commitments
- Winter '26-Spring '27: TWDB Closings, *prior to May 31, 2027*
- Final Construction Closeout Docs submitted to TWDB: **February 28, 2031**

WSIG Compliance Requirements

Applicant responsibilities & restrictions:

- US Iron & Steel provisions apply
- Affidavit for environmental compliance
- Land/easements acquisition funding restrictions (based on pop. size)
- Submit all required materials by stated deadlines
 - Missing information will result in application termination.
 - Inaccurate information will result in application termination.
 - No exceptions will be made.

Compliance Requirements Continued

TWDB review components:

- For ready-to-proceed projects, TWDB will not review planning documents.
- TWDB will rely on TCEQ design approval for ready-to-proceed projects.
- TWDB will issue a Certificate of Approval at project closeout.

WSIG Data Reports Compliance Requirements - Part 1

To be eligible for the Water Supply and Infrastructure Grants, all TWDB required reports must be submitted by the required deadlines or prior to submitting their grant application. Otherwise, the submitting entities are ineligible to receive funding.

Water Use Survey

Water Loss Audit

Water Conservation Annual Report

Utility Profile

Water Conservation Plan

WSIG Data Reports Compliance Requirements - Part 2

Water Use Survey

Applicants that provide retail water services (e.g. a retail public utility that provides potable water) must have submitted to the TWDB the annual Water Use Survey (WUS) of groundwater and surface water for the last THREE years. Submittal of the WUS begins the first working day of January and the survey is due **March 1** annually via the online.

Website: <https://www.twdb.texas.gov/waterplanning/waterusesurvey/index.asp>

WSIG Data Reports Compliance Requirements - Part 3

Water Loss Audit

The five-year required submittal for retail water suppliers is due by **May 1 of 2026** for the 2025 audit year.

Any audits submitted outside of the five-year cycle do not satisfy the submittal requirement.

The Water Loss Audit must be completed online. The online worksheet should be completed by the staff member that has taken a TWDB certified water loss audit training and received a training acknowledgement to upload to the worksheet.

Hover your smartphone camera over one of the QR codes and you will be directed to the



WSIG Data Reports Compliance Requirements - Part 4

Water Loss Audit Validation

Applicants must acknowledge that their water loss audit will be validated before consideration of a request for financial assistance from the Board, and that they will receive a request from a TWDB validator to complete the process.

A Water Loss Audit Validation evaluates the water system records and system control measures, such as meters accuracy and accurate data tracking to ensure a valid result.

In addition, it ensures there are policy and procedures in place to guide water system employees with data tracking and mitigating apparent and real water loss.



Hover your smartphone camera over one of the QR codes and you will be directed to the water loss audit web link.

WSIG Data Reports Compliance Requirements - Part 5

Water Loss Thresholds

Water loss thresholds apply to WSIG.

If the utility meets or exceeds real and/or apparent water loss thresholds, they will need to mitigate for loss.

No waivers will be granted. The project must mitigate water loss if the system exceeds thresholds.



Hover your smartphone camera over one of the QR codes and you will be directed to the Water Conservation Plan web link.

WSIG Data Reports Compliance Requirements - Part 6

Water Conservation Plan Checklist

- Utility Profile
- Baseline GPCD
 - Total GPCD
 - Residential GPCD
 - Water Loss GPCD
- Schedule for implementation of Plan to achieve goals
- Method for tracking effectiveness of Plan
- Master Meter
- Universal metering program
- Measures to determine water loss
- Leak detection program
- Education/information program
- Non-promotional water rate structure
- Means of implementation of enforcement of Plan
- Documentation of notification to Regional Water Planning group
- Copy of Drought Contingency Plan
- Official adoption of Plan



Hover your smartphone camera over one of the QR codes and you will be directed to the water conservation plan web link.

WSIG Data Reports Compliance Requirements - Part 7

Existing Water Conservation Plans

If the request for funding exceeds \$500,000, a Water Conservation Plan (WCP) is required. Entities with existing WCP requirements must be current with Annual Conservation Reports and Water Conservation Plans by **May 1, 2026**.

- Adopted between 2022-2026.
- Must have met **ALL** minimum requirements.



Hover your smartphone camera over one of the QR codes and you will be directed to the water conservation plan web link.

WSIG Data Reports Compliance Requirements – Part 8

New Water Conservation Plan

Entities new to water conservation reporting must submit a plan that meets minimum requirements **prior to the application deadline.**

- 2026 Utility Profile with 5 years of data. WCP to be updated for 2029 cycle.
- Must be deemed approvable by TWDB.
- Official adoption not required to go to the board to commitment but required for closing. (Proof of adoption = resolution, ordinance, or tariff.)
- WCP costs reimbursable.

Send new water conservation plans via pdf for approval to wcpteam@twdb.texas.gov.

Application Form Submission TWDB-0174

Submittal Instructions.

Entities must submit **by email only** to:

- WSI_grants@twdb.texas.gov
- Email subject line: **“WSIG Application Submittal for [Enter Applicant’s Name]”**

The complete application submittal must include:

1. this completed application in Microsoft Word format,
2. the WSIG AMHI Worksheet in Microsoft Excel format, and
3. all other required attachments in PDF format (see Part VI: Financial Assistance Application Checklist).

The TWDB is not able to use the Online Loan Application System (OLA) for these submittals.

If your file size is greater than 25Mb, please

- submit an inquiry to WSI_grants@twdb.texas.gov and
- include **“WSIG Link Request”** in the subject line.

For more information, please send inquiries to: WSI_grants@twdb.texas.gov and include “WSIG Inquiry” in the subject line.

Applicants do not need to submit this application for the separate funding allocation for canal lining/conversion projects funded through the NADBank; unless they wish to ALSO submit the same project for consideration in one of the five population-based funding categories.

Question & Answer Session



Resources

WSIG Website: www.twdb.texas.gov/financial/programs/WSIG

WSIG Email: WSI_grants@twdb.texas.gov

Join TWDB's Mail List: <https://www.twdb.texas.gov/newsmedia/signup.asp>

Stay connected:





Texas Water Development Board
Supplemental Contract Conditions and
Instructions for Construction Services
for
Water Supply and Infrastructure Grants

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Forms and Guidance:

The Texas Water Development Board (TWDB) forms and guidance documents noted in this instruction document may be accessed through the TWDB's Financial Assistance web site at:

<http://www.twdb.texas.gov/financial/instructions/index.asp>

Search by either the document number or name.

I. INSTRUCTIONS TO APPLICANT

1. Applicability

These Supplemental Conditions contain provisions that are worded to comply with statutes and regulations that apply only to projects associated with Water Supply and Infrastructure Grants (WSIG) appropriated from House Bill 500, passed during the 89th Legislative Session.

NOTES:

- Tex. Water Code § 17.183 does not apply to the WSIG; however, the U.S. Iron Steel (USIS) provisions in Texas Government Code, Chapter 2252, Subchapter G may apply to certain projects funded through the WSIG. See [TWDB-1105](#) for more information regarding USIS requirements.

2. Use of Conditions

The language and conditions listed under **Section II: Instructions to Bidders** are to be included in the instructions to bidders for construction services. The provisions listed under **Section III: Supplemental Contract Conditions** shall be included in their entirety with the other general and special conditions typically included in the construction contract documents by the Engineer¹.

3. Modifications to Provisions

The Applicant may need to modify certain provisions to better align with the other provisions of the construction contract; however, everything herein must be included in the contract documents. The Applicant and the Engineer should carefully study these provisions before incorporating them into the construction contract documents. In particular, Water Districts and other types of Districts should be aware of statutes relating to their creation and operation that may affect the application of these conditions. **The Applicant should consult the TWDB Project Engineer/Reviewer if a modification to any part of these provisions is needed.**

Section III, Supplemental Condition No. 13 (Archeological Discoveries and Cultural Resources) and Section III Supplemental Condition No. 14 (Threatened and Endangered Species) may be superseded or modified by project-specific environmental conditions established during the environmental review process.

These documents may impose duties and responsibilities on the Engineer that exceed, or fall short of, those the Applicant intends to delegate. The Applicant should ensure that the contractual agreement with the Engineer provides for the appropriate scope of services. Otherwise, the Applicant should revise the wording in these special conditions to align with the functions actually delegated.

¹ Throughout this document “Engineer” is used to mean Design Engineer/Engineer of Record, Prime Engineer, Consulting Engineer, or Owner’s Engineer, depending on the contract type between the Applicant and the Engineer and depending on the phase of the project (i.e., planning, design, or construction).

4. Good Business Practices

There are additional contract provisions that the Applicant and Engineer need to include as a matter of good business practice. It is recommended that provisions addressing the following matters be included in the construction contract:

- (a) Specifying the time frame for completing the construction of the project and the consequences of not completing the construction on time, including liquidated damages.
- (b) Specifying the type, dollar value, and required documentation of insurance the Contractor is to carry. At a minimum, the Contractor should carry workers' compensation, liability and builder's risk insurance that meet the State statutory limits.
- (c) Identifying the responsibility of the Contractor, including warranty of work.
- (d) Price reductions for defective pricing of negotiated costs.
- (e) Differing site conditions - notice requirements and claims procedures regarding site conditions that differ from indicated conditions.
- (f) Specifying maximum time permitted to submit an official Change Order after a field change has been authorized and implemented.
- (g) Covenants against contingent fees - prohibiting contingent fees for securing business.
- (h) Gratuities - prohibitions against offering and accepting gratuities.
- (i) Audit and access to records.
- (j) Suspension of work - conditions under which the Applicant may suspend work.
- (k) Termination - conditions under which the Applicant may terminate the contract.
- (l) Remedies - procedures for resolving disputes.

5. Other Requirements

If applicable, Trench Safety requirements shall comply with [Health and Safety Code Chapter 756, Subchapter C](#), which incorporates the Occupational Safety and Health Administration (OSHA) trench safety standards in effect during the construction period. The Contractor shall use the Owner's geotechnical information to assist in the design of the Trench Safety System.

There may be additional local government requirements, as well as applicable Federal and State statutes and regulations, that are not addressed in these conditions. It is the Applicant's responsibility to ensure that the project and all associated contract provisions comply with the relevant statutes and regulations.

6. Advertisements for Bids

State procurement statutes **require that a contract for bids be published for at least two (2) consecutive weeks**². Failure to follow this requirement may require re-advertising the project (i.e., rebidding). The official advertisement for bids published in the newspaper shall include, at a minimum, the following information:

² From LGC 252.041, Municipalities are required to advertise in a newspaper at least once a week for two consecutive weeks.

- (a) A clear description of goods or services being procured.
- (b) Instructions on how to obtain plans and specifications (P&S), necessary forms, and related information.
- (c) The deadline by which bids must be submitted, including the date and time.
- (d) The address to which bids are to be delivered.
- (e) A statement that the contract is contingent upon release of funds from the TWDB.
- (f) A statement that any contract(s) awarded under this Invitation for Bids (IFB), Request for Proposals (RFP), or Request for Qualifications (RFQ) is expected to be funded, in part, by financial assistance from the TWDB and that neither the State of Texas nor any of its departments, agencies, or employees will be a party to the IFB, RFP, RFQ, or any resulting contract.
- (g) A statement that all contracts awarded are subject to the United States Iron and Steel (USIS) requirements of Texas Government Code, Chapter 2252, Subchapter G.
- (h) Acknowledgement of any special requirements, such as a mandatory pre-bid conference.
- (i) A statement reserving the right to reject any and all bids.

7. Bid Proposal

The Bid Proposal form should include the following:

- (a) For lump sum bids, a list of materials used and the associated costs.
- (b) A distinction between eligible and ineligible items.
- (c) If applicable, provisions to address trench safety requirements, including separate per unit pay items for trench excavation safety protection in accordance with [Health and Safety Code Chapter 756, Subchapter C](#), as briefly noted below:
 - i. A separate pay item for special shoring requirements; and
 - ii. A separate pay item for trench excavation safety protection.
- (d) Space for the Contractor to acknowledge receipt of each Addendum issued during the bidding process.

8. Bidding Process

The P&S should include an explanation of the procedures governing the bid process. The explanation should address the following:

- (a) Whether a Pre-Bid Conference will be held; whether attendance is optional or mandatory; and the date, time, and location of the conference. If feasible, the pre-bid conference is recommended to be offered both in person and via online platform such as Zoom or Microsoft Teams. The TWDB Project Engineer/Reviewer should be invited to the pre-bid conference.
- (b) The criteria and process for determining responsiveness and responsibility of the bidders.
- (c) The method for determining the successful bidder and contract award (e.g., award to the lowest responsive, responsible bidder, accounting for any multiple parts to bids), including consideration of non-resident bidder reciprocity requirements (TWDB-0459).

- (d) Procedures for withdrawal of a bid due to a material mistake.
- (e) The time period during which bids may be held by the Applicant before contract award (typically 60 or 90 days).
- (f) Acknowledgement of the Applicant's right to reject any and all bids.

9. Release of Funds

Prior to the TWDB authorization for the Applicant to issue a Notice to Proceed (NTP) and the subsequent release of funds for construction, the Applicant and its Engineer must submit the following bid documents for TWDB review.

(a) Submittal of Bid Documents for Contingent Award of Contract

The Applicant must submit the following documents to the TWDB Project Engineer/Reviewer:

- (1) Advertisement and affidavit of advertisement.
- (2) Bid tabulation.
- (3) All addenda submitted and approved for the contract.
- (4) Bid proposal of apparent low bidder (or selected bidder, with explanation), including bid bond.
- (5) Site certificate (ED-101).
- (6) Consulting Engineer's recommendation to award letter.
- (7) Description of any bidding irregularities.
- (8) Construction inspection proposal.
- (9) Vendor Compliance with Reciprocity of Non-Resident Bidders Form (TWDB-0459).

(b) Submittal of Executed Contract Documents

Once the Applicant has issued the contingent Notice of Award for the construction contract, the Applicant must submit:

- A bound copy (single PDF file) of the **fully executed contract documents, including specifications;** and
- A bound copy (single PDF file) of the **Approved Plan Set.**

A complete set of bound executed contract documents should include:

- (1) Front-End Documents, Addenda, Executed Agreement, and Technical Specifications as approved by the TWDB and TCEQ (as applicable).
- (2) Contractor's Certificate of Insurance.
- (3) **If applicable**, the Applicant's Sufficiency of Funds Letter.

After reviewing and approving the executed contract documents, the TWDB will authorize the Applicant to issue an NTP. At this time, the TWDB may begin releasing construction funds in accordance with TWDB policy.

For questions or proposed modifications to these conditions, please contact your TWDB Project Engineer/Reviewer.

II. INSTRUCTIONS TO BIDDERS

The language and conditions in this section shall be included in the “Instructions to Bidders” portion of the construction contract documents.

1. Contingent Award of Contract

This contract is contingent upon the release of funds from the Texas Water Development Board (TWDB). Any contract(s) awarded under this Invitation for Bids is/are expected to be funded, in part, by a loan or grant from the TWDB. Neither the State of Texas, nor any of its departments, agencies, or employees is, or will be, a party to this Invitation for Bids or to any resulting contract.

2. U.S. Iron and Steel

Any contract(s) awarded under this Invitation for Bids is/are subject to the United States Iron and Steel (USIS) requirements of Texas Government Code, Chapter 2252, Subchapter G.

The Contractor must complete the Statement of Understanding regarding USIS requirements, located in Section III Supplemental Contract Conditions, Item No. 8. The Statement of Understanding must be signed and dated by the Contractor. Refer to [TWDB-1105](#) – United States Iron and Steel (USIS) Guidance.

3. Award of Contract to Nonresident Bidder

A governmental entity may not award a contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident bidder's principal place of business is located.

A **nonresident bidder** is a Contractor whose corporate offices or principal place of business are located outside the State of Texas.

Source: Texas Government Code, Chapter 2252, Subchapter A, § 2252.002 – Nonresident Bidders.

The bidder shall complete TWDB-0459, Vendor Compliance with Reciprocity on Non-Resident Bidders, **and submit it with the bid.**

4. Summary of Forms Required with Bid Documents

- [TWDB-0459](#), Vendor Compliance with Reciprocity on Non-Resident Bidder

III. SUPPLEMENTAL CONTRACT CONDITIONS

1. Supersession

The Owner and the Contractor agree that the Texas Water Development Board (TWDB) Supplemental Conditions apply to all work eligible for TWDB assistance to be performed under this contract and these clauses supersede any conflicting provisions contained elsewhere in this contract.

2. Privity of Contract

Funding for this project is expected to be provided, in part, by the TWDB. Neither the State of Texas nor any of its departments, agencies, or employees is, or will be, a party to this contract or to any lower-tier contract.

3. Definitions

- (a) The term "Owner" or "Applicant" means the local entity contracting for the construction services.
- (b) The term "TWDB" means the Executive Administrator of the Texas Water Development Board, or any other person lawfully acting in that capacity, or an authorized person to perform the functions of such Executive Administrator, or the authorized representative thereof.
- (c) The term "Engineer" means the engineer retained and authorized by the Owner to perform services related to the project.

4. Laws to be Observed

In the performance of the contract, the Contractor must comply with all applicable local, state and federal laws, including, but not limited to, laws relating to labor, safety, minimum wages, and environmental protection. The Contractor shall be familiar with, and shall at all times observe and comply with, all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work, and shall indemnify and save harmless the Owner, the TWDB, and their representatives against any claim arising from violation of any such law, ordinance or regulation by the Contractor, their Subcontractor or their employees.

5. Review by Owner and TWDB

- (a) The Owner, the Owner's authorized representatives and agents, and the TWDB must, at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and any other data and records relevant to this Contract. Provided, however, that all instructions, directives, and approvals related to the execution of the work shall be issued to the Contractor solely by the Owner through its authorized representatives or agents.
- (b) No inspection, observation, or review conducted by the TWDB shall subject the State of Texas, the TWDB, or their representatives to any liability or action for damages.

6. Payments Schedule and Cost Breakdown

- (a) The Contractor shall, immediately upon execution of the Agreement, submit for the Owner's approval a detailed Progress Schedule setting forth the proposed dates for commencement and completion of each major portion of the Work, the estimated monthly payments anticipated to become due, and the cumulative percentage of completion for each month.

- (b) (Applicable only to lump-sum contracts):

COST BREAKDOWN

The Contractor must submit to the Owner a detailed itemized breakdown of the estimated cost of all work to be performed under the Contract, arranged in such manner as may be required by the Owner or any funding agency. This breakdown shall be submitted promptly upon execution of the Agreement and must be approved by the Owner prior to any payments to the Contractor. Upon approval, the established unit prices shall be used to estimate partial payments.

7. Workers' Compensation Insurance Coverage

(As applicable and consistent with Texas Labor Code § 406.096)

- (a) The Contractor shall certify in writing that workers' compensation insurance coverage is provided for each employee of the Contractor engaged on the public project.
- (b) Each Subcontractor shall provide a written certificate of workers' compensation coverage for its employees to the general Contractor, who shall in turn provide such certificate to the governmental entity.
- (c) A Contractor required to maintain workers' compensation coverage may satisfy this requirement through a group plan or other method acceptable to the governing body of the governmental entity.
- (d) The employment of a maintenance employee by an employer whose primary business is not building or construction does not constitute engaging in building or construction.
- (e) For the purpose of this section:
- (1) "Building or construction" includes:
 - i. erecting or preparing to erect a structure, including any building, bridge, roadway, public utility facility, or related appurtenance;
 - ii. remodeling, extending, repairing, or demolishing a structure; or
 - iii. otherwise improving real property or an appurtenance thereto through similar activities.
 - (2) "Governmental entity" means the State of Texas or any political subdivision thereof, including a municipality.

8. U.S. Iron and Steel

The following statement must be completed by the Contractor and incorporated into the Agreement between the Owner and the Contractor. The statement must appear on a dedicated page within the contract documents and must include the Contractor's signature and date; alternatively, the Contractor may elect to sign and date this page of the TWDB-0553.

Contractor Statement of Understanding

The Contractor acknowledges to and for the benefit of the Owner ("Purchaser") that it understands the goods and services provided under this Agreement are being funded in whole or in part with monies made available through the Water Supply and Infrastructure Grants appropriated for water supply and infrastructure projects through House Bill 500, passed during the 89th Legislative Session. The State of Texas statutory requirements commonly known as "United States Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("United States Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner, that (a) the Contractor has reviewed and understands the United States Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the United States Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the United States Iron and Steel Requirement, as may be requested by the Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the TWDB or any damages owed to the Owner.

In the execution of the Contract, the Contractor shall be familiar with and at all times shall observe and comply with all applicable federal, state, and local laws, ordinances and regulations concerned with the use of iron and steel made in the United States which in any manner affect the conduct of the work.

Additional guidance regarding the United States Iron and Steel (USIS) and its applicability to this Agreement is provided in the [TWDB-1105](#).

The Owner is recommended to receive and maintain documentation demonstrating the Contractor's compliance with the USIS Requirement. Compliance shall be verified by the Owner through the submittal of the TWDB form [TWDB-1105-A](#).

9. Prevailing Wage Rates

The Contract is subject to the provisions of Texas Government Code Chapter 2258 regarding the payment of prevailing wage rates. The Owner shall determine applicable general prevailing rates are in accordance with the statute. The following statutory provisions apply, including but not limited to the sections set forth below:

§ 2258.021. Right to be Paid Prevailing Wage Rates

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) For the purpose of this section, a worker is employed on a public work if the worker is employed by a Contractor or Subcontractor in the **execution of a contract** for the public work with the State, a political subdivision of the State, or any officer or public body of the State or a political subdivision of the State.

§ 2258.023. Prevailing Wage Rates to Be Paid by Contractor and Subcontractor; Penalty

- (a) A Contractor awarded a contract by a public body, or a Subcontractor of the Contractor, shall pay not less than the rates determined under Section 2258.022 to each worker employed in the execution of the contract.
- (b) A Contractor or Subcontractor who violates this section shall pay to the State or political subdivision of the state on whose behalf the contract is made a penalty of \$60 for each worker for each calendar day or portion thereof during which the worker is paid less than the stipulated wage rates. A public body awarding a contract shall specify this penalty in the contract.
- (c) A Contractor or Subcontractor does not violate this section if a public body awarding the contract does not determine and specify the prevailing wage rates and specify the rates in the contract as required by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset costs incurred in administering this chapter.
- (e) A municipality may collect a penalty under this section only if its population exceeds 10,000.

§ 2258. 024. Records

- (a) A Contractor and each Subcontractor shall maintain records showing:
 - (1) the name and occupation of each worker employed in the construction of the public work; and
 - (2) the actual per diem wages paid to each worker.

- (b) Such records shall be open for inspection at all reasonable hours by the officers and agents of the public body.

§ 2258. 025. Payment Greater Than Prevailing Rate Not Prohibited

Nothing in this chapter prohibits the payment to a worker employed on a public work of an amount greater than the general prevailing per diem rate.

10. Payments

(a) Progress Payments

(1) Preparation of Requisition

The Contractor shall prepare a requisition for progress payment as of the last day of each payment month and shall submit the requisition, together with the required number of copies, to the Owner or the Engineer for review.

Except as provided in subsection (3), the amount of each progress payment due to the Contractor shall be determined as follows:

- a. Adding to the total value of work completed to date;
- b. Adding the value of materials properly stored on the site; and
- c. Deducting:
 1. The amount of all previous payments.

The total value of work completed to date shall be based on actual or estimated quantities of work completed and the unit prices stated in the Agreement, or the approved cost breakdown for lump-sum contracts pursuant to Section 7(b), as adjusted by approved Change Orders. The value of materials properly stored on the site shall be based on estimated quantities and invoice prices.

All invoices shall be made available for inspection by the TWDB.

(2) Care of Work and Materials

The Contractor shall remain responsible for the care and protection of all materials and work for which payment has been made until final acceptance by the Owner. Progress payments shall not constitute a waiver by the Owner of its rights to require full performance of all terms of the Contract or to require completion of all improvements in strict accordance with the Contract Documents.

(b) Withholding Payments

The Owner may withhold from any payment otherwise due to the Contractor such amounts as the Owner deems necessary to protect its interests. The Owner may also, at its discretion, withhold amounts due from the Contractor to Subcontractors or material suppliers for work performed or material furnished. These provisions are for the sole benefit and protection of the Owner and shall not:

- (1) Require the Owner to resolve claims or disputes between the Contractor and Subcontractors or material suppliers, or
- (2) Require the Owner to withhold funds for their protection unless the Owner elects to do so.

Failure or refusal by the Owner to withhold funds shall not impair the obligations of any surety or sureties under any bonds furnished pursuant to this contract.

(c) Payments Subject to Submission of Certificates.

Each payment to the Contractor shall be subject to submission of all required written certifications, including those from Subcontractors, in accordance with the General and Special Conditions of this Contract.

(d) Final Payment

(1) Release of Claims

Upon satisfactory completion of the work, and as a condition precedent to final payment or termination settlement, the Contractor shall execute and deliver to the Owner a release of all claims arising under or by virtue of this Contract, except for those claims specifically identified and expressly reserved by the Contractor therein. Unless otherwise provided by State law or mutually agreed upon, final payment or termination settlement shall not constitute a waiver of the Owner's claims against the Contractor or the Contractor's sureties under this Contract or under applicable performance and payment bonds.

(2) Preparation of Final Requisition

Following final inspection and acceptance by the Owner, the Contractor shall prepare a requisition for final payment based on carefully measured or computed quantities for each work item at the applicable unit prices stated in the Agreement, or in the approved cost breakdown for lump-sum contracts, as adjusted by approved Change Orders. The final payment due to the Contractor shall be the total amount so computed, less all previous payments.

(3) Any amounts due to the Owner under General and/or Special Conditions relating to "Liquidated Damages" shall be deducted from the final payment due the Contractor.

11. Archaeological Discoveries and Cultural Resources

No activities that may affect properties listed or eligible for listing in the National Register of Historic Places, or properties eligible for designation as a State Archeological Landmark, shall be authorized until the Owner has complied with the provisions of the National Historic Preservation Act and the Antiquities Code of Texas. The Owner has previously coordinated with the appropriate agencies and impacts to known cultural or archeological deposits have been avoided or mitigated. However, the Contractor may still encounter unanticipated cultural or archeological resources during construction.

If archeological sites or historic structures are discovered that may qualify for designation as a State Archeological Landmark (pursuant to the criteria in 13 TAC Chapter 26) or may be eligible for listing on the National Register of Historic Places (in accordance with 36 CFR Part 800), the Contractor shall immediately cease operations in the affected area. The Contractor must then notify the Owner, the TWDB, and the Texas Historical Commission at P.O. Box 12276, Capitol Station, Austin, Texas 78711-2276.

The Contractor must take reasonable steps to protect and preserve the discovery until it is inspected by the Owner's representative and the TWDB. The Owner will coordinate with the Texas Historical Commission, and any other relevant agencies to obtain any necessary approvals or permits to allow work to resume. The Contractor shall not resume work in the affected area until authorized by the Owner.

12. Threatened and Endangered Species

No activities shall be authorized that are likely to jeopardize the continued existence of a threatened or endangered species, as listed or proposed for listing under the Federal Endangered Species Act (ESA), or the State of Texas Parks and Wildlife Code on threatened, endangered, or state-listed species, or that would destroy or adversely modify the habitat of such species.

If a threatened, endangered, or state-listed species is encountered during construction, the Contractor must immediately cease work in the area of the encounter, avoid disturbing the animal or plant, and notify the TWDB and the Owner. The Owner will then take immediate action in compliance with the ESA and applicable State statutes. This may include reporting the encounter to the TWDB, the U.S. Fish and Wildlife Service, and the Texas Parks and Wildlife Department, obtaining necessary approvals or permits, or implementing other mitigation actions as directed. The Contractor must not resume work in the affected area until authorized by the Owner.

13. Hazardous Materials

All materials used in the project shall be free from hazardous substances, except as may be specifically provided for in the specifications.

If the Contractor encounters hazardous materials on sites owned or controlled by the Owner, or in material sources that are suspected of containing hazardous substances (based on visual observation or smell), the Contractor must immediately cease work in the affected area. The Contractor shall take necessary precautions to prevent contact with the materials and must notify the Engineer and the Owner. The Owner will then notify the TWDB and other appropriate authorities, such as local emergency responders, the Texas Commission on Environmental Quality (TCEQ), the U.S. Environmental Protection Agency (EPA), and others, depending on the situation.

Unless otherwise directed by the relevant authorities, the Owner will be responsible for testing, removal, or disposal of hazardous materials on sites under the Owner's control. The Owner may suspend work in the affected area, either partially or entirely, during the testing, removal, or disposal operations.

14. Changes

**Provisions marked with an asterisk below are in accordance with Local Government Code 271.060. Counties and Municipalities may amend the provisions listed, as applicable, to comply with Local Government Code 262.031 (Counties) or 252.048 (Municipalities).*

- (a) The Owner may, at any time and without notice to any surety, issue a written order designated as a “change order” to make changes within the general scope of the contract. Such changes may include, but are not limited to:
 - (1) Modifications to the specifications (including drawings and designs);
 - (2) Changes to the time, method, or manner of performing the work;
 - (3) Adjustments to the quantity of work to be performed or the materials, equipment, or supplies to be furnished.
- (b) *The total price of the contract may not be increased through a change order unless provision are made for added cost. This can be achieved through the appropriation of current or bond funds for the purpose, the issuance of certificates, or a combination of these methods.
- (c) *For contracts with an original price of \$1 million or more, the contract price may not be increased by more than 25 percent through change orders. If a contract with an original price of less than \$1 million is modified by change orders, and the total contract value reaches or exceeds \$1 million, subsequent change orders may not increase the revised contract amount by more than 25 percent.
- (d) *A governing body may authorize an official or employee responsible for purchasing or contract administration to approve change orders involving a price increase or decrease of \$50,000 or less.
- (e) Any change orders involving a price increase must be supported by documentation of the cost components. The TWDB may request that this information be submitted in a format similar to the Cost and Pricing Information form (WRD-277).
- (f) Change orders that involve modifications to the project requiring relocation of components, resizing, or changes to processes may require additional environmental approvals. A map and description of the proposed changes should be submitted to the TWDB Environmental Reviewer for coordination and approval as early as possible to prevent any delays.

15. Operation and Maintenance Manuals and Training

- (a) The Contractor shall obtain the installation, operation, and maintenance manuals from manufacturers and suppliers for all equipment provided under the contract. The Contractor shall submit an electronic copy (e.g., PDF) with bookmarks of each complete manual to the Owner’s Engineer within 90 days of the approval of shop drawings, product data, and samples. These submissions must be made no later than the date each piece of equipment is shipped to the project site or storage location. Upon request, the Contractor shall also submit one hard copy of the manual, properly organized with divider tabs in a binder, to the Owner’s Engineer.
- (b) The Owner shall require their Engineer to promptly review each submitted manual and provide feedback on necessary corrections and revisions. If the Owner’s Engineer rejects the manual, the Contractor must make the required corrections and resubmit the manual until it meets the Owner’s Engineer

approval. The manual must conform to the project's design concept and comply with the information provided in the contract documents. The Owner may charge the Contractor for reviewing the same items more than twice. This procedure shall not be considered grounds for delay.

- (c) The acceptance of manuals by the Owner's Engineer does not relieve the Contractor of any of the obligations or requirements set forth in the contract.
- (d) The Contractor shall provide the services of trained and qualified technicians to verify the final installation of equipment, assist with placing the equipment into operation as needed, and instruct operating personnel on the proper procedures for routine operation and maintenance of the equipment.
- (e) The operations and maintenance manuals specified herein are in addition to any installation, maintenance, or operation instructions required by the Contractor for installation, testing, and startup of the equipment. Each manual must be bound in a folder and clearly labeled to identify the contents and the project to which it applies. The manual shall include, at minimum, the following items:
 - (1) A listing of the manufacturer's identification, including order number, model number, serial number, and location of parts and service centers.
 - (2) A list of recommended spare parts, including part numbers and quantities.
 - (3) A complete list of replacement parts.
 - (4) Performance data and rating tables.
 - (5) Specific instructions for installation, operation, adjustment, and maintenance.
 - (6) Exploded view drawings for major equipment items.
 - (7) Lubrication requirements.
 - (8) Complete equipment wiring diagrams and control schematics with terminal identification.

16. As-Built Dimensions and Record Drawings

- (a) The Contractor shall make daily measurements of facilities under construction and maintain accurate records of the location (both horizontal and vertical) of all facilities.
- (b) Upon completion of each facility, the Contractor must provide the Owner with the following:
 - One set of full-sized direct prints, marked with red pencil to show as-built dimensions and locations of all work (Record Drawings)
 - One full-size electronic set of these drawings in PDF format. At a minimum, the Record Drawings shall include the following:
 - (1) Horizontal and vertical locations of work.
 - (2) Changes in equipment and dimensions due to substitutions.
 - (3) "Nameplate" data on all installed equipment.
 - (4) Deletions, additions, and changes to scope of work.
 - (5) Any other changes made.

17. Close-Out Procedures

To close out the construction contract, the following steps must be completed:

(a) Final Site Visit

The TWDB shall conduct a Construction Contract Final Site Visit (FSV) and issue an FSV Report.

(b) The following submittals must be received, reviewed, and accepted by the TWDB:

- (1) The final change order, adjustment of quantities, or a statement confirming that all change orders have been previously submitted and that no additional change orders will be submitted.
- (2) The final pay request from the Contractor.
- (3) A notarized affidavit from the Contractor stating that all bills have been paid.
- (4) Certification by the Owner's Engineer that the work has been completed in accordance with the approved P&S and adheres to sound engineering principles and construction practices.
- (5) Acceptance of the project by the Owner in the form of a written resolution or other formal action.
- (6) A warranty statement from the Contractor specifying the warranty start date (i.e., the project's completion date) and a duration of at least twelve months.
- (7) Confirmation that the Owner has received the Record Drawings from the Contractor.
- (8) Certificate of Compliance with U.S. Iron and Steel Requirements (TWDB-1105A).

(c) Certificate of Approval

Upon completion and acceptance of the items listed in sections (a) and (b), the TWDB shall issue a Certificate of Approval.

IV. FORMS AND GUIDANCE LIST

The forms and documents referenced throughout this guidance, as well as those listed below, are available on the TWDB website at:

<http://www.twdb.texas.gov/financial/instructions/index.asp>

Search by either the document number or name.

Forms:

- Certificate of Compliance with U.S. Iron and Steel Requirements (TWDB-1105A)
- Site Certificate (ED-101)
- Vendor Compliance with Reciprocity of Non-Resident Bidders (TWDB-0459)

Guidance Document:

- United States Iron and Steel Guidance (TWDB-1105)



EXECUTIVE SUMMARY
7/16/2026

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for the Leander Platinum project (20-PICP-032) to include: streets, water, wastewater, and drainage.

BACKGROUND:

Approximately \$267,935.00 in required public infrastructure improvements including streets, water and wastewater utility lines, and drainage systems required for Leander Platinum have been installed, inspected, and substantially completed. All documentation required for acceptance of the public infrastructure has been received, including record drawings, statement of substantial completion prepared by a Professional Engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)-year term Maintenance Bond. The Maintenance Bond will commence its two (2) year term upon City Council acceptance, as anticipated, on July 16, 2026, which will provide warranty and maintenance coverage for the infrastructure improvements through July 16, 2028.

The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the Maintenance Bond to assure that any defects in materials, quality construction, or maintenance are corrected prior to expiration of the bond.

The extension of the public infrastructure is in accordance with the City ordinance and master plans and will provide additional sales revenue and promote future development in the area.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that the City Council accept public infrastructure improvements for the Leander Platinum project (20-PICP-032) to include: streets, water, wastewater, and drainage.

PRESENTER:

Emily Truman, P.E., CFM, PMP

Fiscal Impact

Attachments:

1. Leander Platinum Acceptance Documents

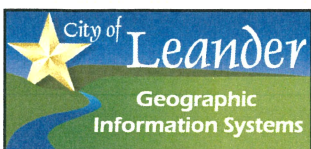
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy,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

Leander City Limits
Extra-Territorial
Jurisdiction

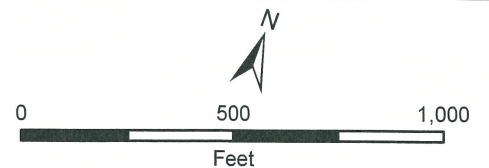


SUBDIVISION ACCEPTANCE

Leander Platinum - 20-PICP-032



- Accepted Subdivision
- City Limits
- Extra-Territorial Jurisdiction



Engineer's Concurrence for Project Acceptance

Project: Leander Platinum Public Improvements Construction Plans **Date:** May 1, 2026

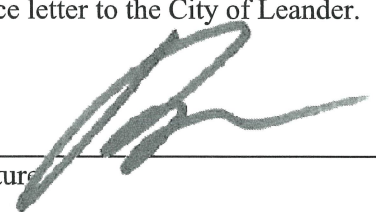
City of Leander Issued Permit Number: 20-PICP-032

<u>Owner's Name & Address</u>	<u>Consultant Engineer's Name & Address</u>
<u>Leander Platinum Jubilee Investment Group, LLC</u>	<u>Bleyl Engineering</u>
<u>3604 Balcones Drive</u>	<u>7701 San Felipe Blvd., 200</u>
<u>Austin, Texas 78731</u>	<u>Austin, Texas 78729</u>

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

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



Signature 

Steve Ihnen

Typed Name

Bleyl Engineering

Engineering Firm Name

TBPE Firm No. 678

Registered Engineering Firm Number



ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (866)268-1810
Email: robert@adaassistance.com Internet: www.adaassistance.com

DATE: June 2, 2026

TO: Soef Maknojiya
Top Notch Builders LLC
11917 Oak Knoll Dr Ste D
Austin TX 78759
soef@tnbaustin.com

ROBERT RONSON

FROM: Robert Ronson, RAS #16

PROJECT: 17680 Ronald Reagan Convenience Store
17680 Ronald W Reagan Blvd
LeanderTX

Re-inspection performed: 5/11/2026

SUBJECT: REINSPECTION – NO VIOLATIONS

The referenced project has been re-inspected to verify completion of corrective modifications. We are pleased to inform you that all items now appear to be in substantial compliance with the requirements of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that was constructed at the time of the inspection. Sidewalks and curb ramps in the ROW along Ronald W Reagan Blvd & CR 264.

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirement. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202)514-0301.

Also note, this project is understood to be under \$50,000 in value and not subject to review and/or inspection under current state law, therefore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

EXCEPTIONS: None

NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.

MAINTENANCE BOND
Subdivision Improvements

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Top Notch Builders, LLC as Principal, whose address is 11917 Ste. D Oak Knoll Drive, Austin Texas, 78759 and Great American Insurance Company a Corporation organized under the laws of the State of OH, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of

Twenty-six thousand, seven hundred, ninety three dollars and fifty cents (\$26,793.50) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Leander Platinum Public Improvements Construction Plans and project number 20-PICP-032 (the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

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

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

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

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

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

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

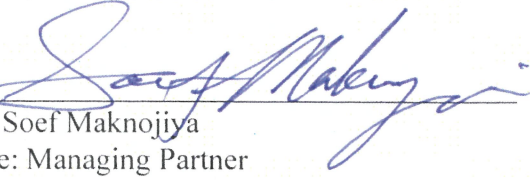
The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where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

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

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

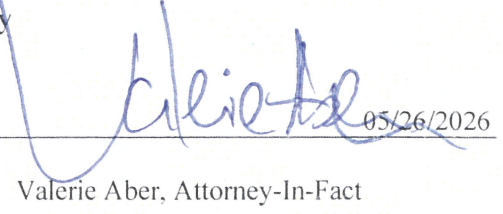
IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 26th day of May 2026.

Top Notch Builders LLC
Principal

By: 
Soef Maknojiya
Title: Managing Partner

Address: 11917 Oak Knoll Dr., Ste. D
Austin, Texas 78759

Great American Insurance Company
Surety

By:  05/26/2026
Title: Valerie Aber, Attorney-In-Fact

Address: 301 E \$th St
Cincinnati, OH 45202

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

810 Hesters Crossing, Ste 215

Round Rock, TX 78681

(Seal)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than **one**

Bond No. **F515164**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Valerie Aber	13341 W Indian School Rd Ste 305 Litchfield Park, AZ 85340	\$ 26,793.50

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26 day of May, 2026.

GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.

Assistant Secretary

John K. Webster

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 26 day of May, 2026

JOHN K. WEBSTER (877-377-2405)

, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2030

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 26 day of May, 2026



Steph L. C. B.

Assistant Secretary



May 19, 2026

City Official being addressed
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Attn,

The following is the information as applicable for the construction of this project.

Final Plat Legal Name as Recorded: Waldarra Estates - Doc.# 9703833

Name on Approved Construction Documents:

Leander Platinum Public Improvements Construction Plans (20-PICP-032)

Name on Bank Bond for Fiscal Posting:

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

COSTS CATAGORIES	AMOUNT
Streets	\$123,780.00
Drainage	\$ 80,020.00
Water	\$ 17,705.00
Wastewater	\$ 46,430.00
Streetlights	\$ 00.00
TOTAL	\$ 267,935.00

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

Total Improvements = \$267,935.00

Maintenance Bond (10%) = \$ 26,793.50

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

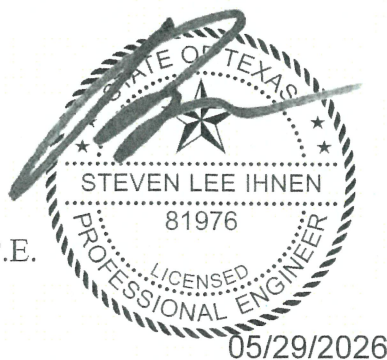
Total Improvements = \$267,935.00

Currently Paid Inspection Fees = \$ 5,848.82

Inspection Fees (3.5%) = \$ 9,377.73

Remaining Insp. Fees to be Paid = \$ 3,528.91

Steve Ihnen, P.E.



Conroe

Bryan

bleylengineering.com

Austin

Houston

Advancing stronger, safer communities across Texas since 1997.

Texas Reg. No. F-678

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

STATE OF TEXAS
COUNTY OF

Date: May 1, 2026

Developer: Leander Platinum Jubilee Investment Group, LLC

Contractor/Material
Provider ("Affiant"): Top Notch Builders, Austin

Project: Leander Platinum Public Improvements Construction Plans (20-PICP-032)

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 1 day of May, 2026.

Initialed: Sm

PAGE 1 of 2

AFFIANT: Top Notch Builders, Austin

Signature: *Soef Maknojiya*

Typed Name: Soef Maknojiya

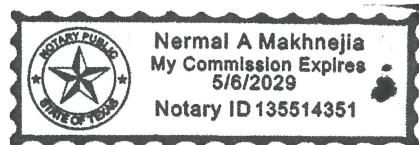
Title: Managing member

STATE OF TEXAS
COUNTY OF Travis

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1 day of May, 2026.

[S E A L]



Nermal Makhneja
Notary in and for the State of Texas

Name: Nermal Makhneja

My commission expires: 5-6-2029

Initialed: *SM*



EXECUTIVE SUMMARY
7/16/2026

AGENDA SUBJECT:

Acceptance of public infrastructure improvements for Bar W Ranch East Mixed Use (PICP-24-0149) to include: streets, drainage, and water.

BACKGROUND:

Approximately \$1,278,026.37 in required public infrastructure for streets, drainage, and water for the Bar W Ranch East Mixed Use (PICP-24-0149) has been installed, inspected, and is substantially completed. The completed public infrastructure will provide the legal subdivision of the property with access to city provided services like – transportation, water, wastewater for orderly, safe and healthful development to promote the health, safety and general welfare of the property.

All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed in the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements, an affidavit of all bills paid, and a two (2) year term maintenance bond.

The Bar W Ranch East Mixed Use (PICP-24-0149) extension of public infrastructure is in accordance with city ordinance and master plans will provide additional sales revenue and promote future development in the area.

The maintenance bond will commence its two (2) year term upon City Council acceptance, as anticipated, on July 16, 2026, which will provide warranty and maintenance coverage for the public infrastructure improvements through July 16, 2028. The Engineering Division of the Development Services Department will perform a formal inspection of the improvements approximately 30 days prior to the expiration of the maintenance bond to ensure that any defects in materials, quality construction, or maintenance are corrected prior to the expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that the City Council accept public infrastructure improvements for Bar W Ranch East Mixed Use (PICP-24-0149) to include: streets, drainage, and water.

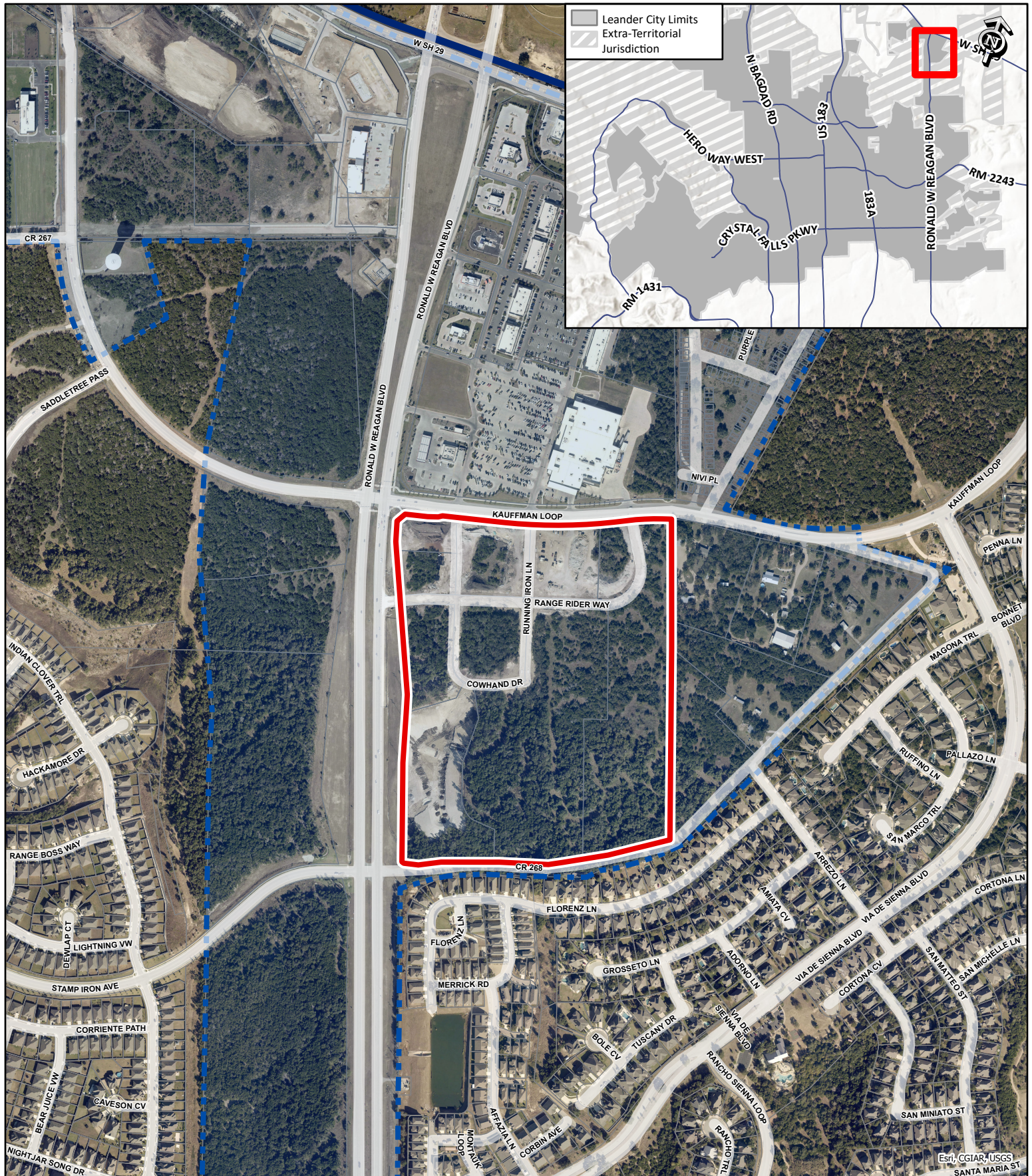
PRESENTER:

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

Fiscal Impact

Attachments:

1. Bar W Ranch E Mixed Use Acceptance Documents



SUBDIVISION ACCEPTANCE

Bar W Ranch East - PICP-24-0149

- Accepted Subdivision
- City Limits
- Extra-Territorial Jurisdiction

0 500 1,000
Feet



ADA Assistance

107 Meadow Woods, Kyle TX 78640 (512) 787-3687 Fax (866)268-1810
Email: robert@adaassistance.com Internet: www.adaassistance.com

DATE: March 25, 2026

TO: Robbie Keithley
Barshop & Oles
901 S MoPac Expy #550
Austin TX 78746
rkeithley@barshop-oles.com

FROM: Robert Ronson, RAS #16

ROBERT RONSON

PROJECT: Bar W East
450 Kauffman Loop
Georgetown TX

Inspection performed: 3/24/2026

SUBJECT: INSPECTION COMPLETED – NO VIOLATIONS

We are pleased to inform you that the referenced project has been inspected and no non-compliant items were found so the project appears to be in substantial compliance with provisions of the Texas Government Code, Chapter 469. Specifically inspected were pedestrian elements within the scope of the referenced project that were constructed at the time of the inspection: Sidewalk along Kauffman Loop and Ronald Reagan blvd

Please note, this determination does not address the requirements of the Americans with Disabilities Act (ADA), (P.L. 101-336), or any other state, local, or federal requirements. For information on the ADA, please contact the United States Department of Justice, Civil Rights Division at (202) 514-0301.

Also note, this project is understood to be under \$50,000 in value and not subject to review and/or inspection under current state law, therefore this report is advisory in nature only and does not constitute a requirement under the Texas Architectural Barriers Act.

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for this facility, contact Robert Ronson at (512) 787-3687.

NOTE: The review of documents as contract documents and field inspections by this accessibility specialist for the Texas Department of Licensing and Regulation (TDLR) is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, engineers, and client for whom the review or inspection is made agrees to hold harmless and indemnify this accessibility specialist from and against any liability arising from performance of the work.

Engineer's Concurrence for Project Acceptance

Project: Bar W Ranch East Mixed Use Date: 03/24/2026

City of Leander Issued Permit Number: PICP-24-0149

Owner's Name & Address

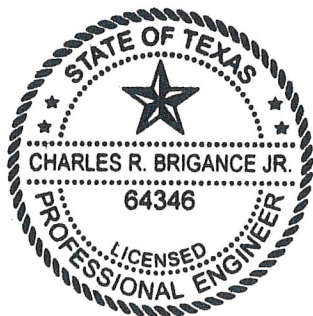
Bar W East Commercial, Ltd.
901 S. Mopac Expressway, Suite 550
Austin, Texas 78746

Consultant Engineer's Name & Address

Carlson, Brigance & Doering, Inc.
5501 West William Cannon Drive
Austin, Texas 78749

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

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



CARLSON, BRIGANCE & DOERING, INC.
ID# F3791
(SEAL)


Signature

Charles R. Brigance, Jr., P.E.

Typed Name

Carlson, Brigance & Doering, Inc.

Engineering Firm Name

F3791

Registered Engineering Firm Number

Bond Number: 2377862

COUNTY OF WILLIAMSON §

WHEREAS, the said Principal has constructed _____
Bar W Ranch East Mixed Use Public Improvement Construction Plans, Project # PICP-24-0149

Page 115 of 274

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

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

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

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

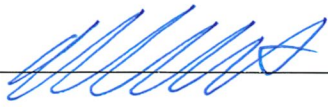
This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

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

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 18th day of March, 2026

Liberty Civil Construction, LLC

Principal

By: 

Title: Michael Ehrhardt, President

Address: 2937 Hero Way

Leander, TX 78641

Swiss Re Corporate Solutions America Insurance Corporation

Surety

By: 

Title: Kimberly Rochelle Gonzalez, Attorney-in-Fact

Address: 1200 Main St., Suite 800

Kansas City, MO 64105

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

Acrisure, LLC - Bryan Moore

32335 US Highway 281 S, Suite 1201, Bulverde, TX 78163

(Seal)

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
SWISS REINSURANCE AMERICA CORPORATION ("SRAC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and SRAC, a corporation organized and existing under the laws of the State of New York and having its principal office in the City of Armonk, New York, each does hereby make, constitute, and appoint:

JOHN R. WARD, THOMAS DOUGLAS MOORE, EMILY ALLISON MIKESKA, ALLYSON W. DEAN, TROY RUSSELL KEY, DEBRA LEE MOON, ANDREA ROSE CRAWFORD, SANDRA LEE RONEY,

FAITH ANN HILTY, ANDREW GARETH ADDISON, ELIZABETH ORTIZ, ANA OWENS, ANDREW PATRICK CLARK, KIMBERLY ROCHELLE GONZALEZ, CRYSTAL GAIL LANGHORN,

STEVEN WAYNE LEWIS, SHERI RENEE ALLEN, PEGGY GRADEL HOGAN, TERESA AYALA, KELLI A GORHAM, MARK ROBERT ADAMS, CORY KIPER, ROSS RUDOLPH LARIS AND BAILEE MARIE ISLAS JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED FIFTY MILLION (250,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and SRAC at a meeting duly called and held on the 7th of November 2025:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of SRAC

By Gabriel Jacquez
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of SRAC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and SRAC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of January, 20 26.

State of Illinois
County of Cook

§§

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Swiss Reinsurance America Corporation

On this 26th day of January, 20 26, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of SRAC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of SRAC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Szweda
Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and SRAC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and SRAC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of March, 20 26.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant
Secretary of SRCSAIC and SRCSPIC and SRAC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

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

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

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



Carlson, Brigrance & Doering, Inc.

Civil Engineering ❖ Surveying

March 12, 2026

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

**RE: Bar W Ranch East Mixed Use
PICP-24-0149**

Final Plat Legal Name as Recorded:

Bar W Ranch East Mixed Use

Name on Approved Construction Documents:

Bar W Ranch East Mixed Use

Name on Bank Bond for Fiscal Posting:

N/A

COST CATAGORIES	AMOUNT
STREETS (w/ Erosion Control)	\$ 425,171.47
DRAINAGE	\$ 18,168.50
WASTEWATER	\$ 0.00
WATER	\$ 834,686.40
STREETLIGHTS	\$ 0.00
LANDSCAPE IMPROVEMENTS	\$ 0.00
TOTAL	\$ 1,278,026.37

Total Improvements* = **\$1,278,026.37**
Maintenance Bond (10% of total, minus landscaping**) = **\$127,802.64**

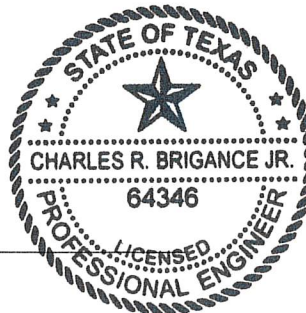
*Note that this total differs from the pay application as it excludes private electrical, gas, masonry walls, and other items not classified as "improvements." **The pay application includes items for both PICP and SDP. This summary only accounts for the PICP items.

Total inspection Improvements =	\$1,278,026.37
Inspection Fees (Turn Lane \$5/SF, Drainage \$7.50/LF, Water \$7.50/LF) =	\$76,477.50
Currently Paid Inspection Fees =	\$75,845.00
Remaining Insp. Fees to be Paid =	\$632.50

Please call if you have any questions.

Sincerely,

Charles R. Brigrance, Jr., P.E.
Carlson, Brigrance, & Doering, Inc.
Email: charlesbrigrance@cbdeng.com



CARLSON, BRIGRANCE & DOERING, INC.
ID# F3791

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

STATE OF TEXAS
COUNTY OF

Date: April 7, 2026

Developer: Bar W East Commerical, Ltd.

Contractor/Material
Provider ("Affiant"): Liberty Civil Construction, LLC.

Project: Bar W Ranch East Mixed Use Public Improvement Construction
Plans (PICP-24-0149)

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

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

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

SUBSCRIBED AND SWORN TO BY Affiant on this 7 day of April, 2026.

Initialed: 

PAGE 1 of 2

AFFIANT:

Signature: _____

[Handwritten Signature]

Typed Name: Michael Ehrhardt

Title: President

STATE OF TEXAS
COUNTY OF WILLIAMSON

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7 day of April, 2026.

[SEAL]



[Handwritten Signature]

Notary in and for the State of Texas

Name: Stacy Small

My commission expires: 03/04/2028

Initialed: _____

[Handwritten Initials]



EXECUTIVE SUMMARY
7/16/2026

AGENDA SUBJECT:

Approval of a Resolution adopting the State and Federal Legislative Program for the City; directing the City Manager or designee to act with regard to the City's State and Federal Legislative Program; and providing an effective date.

BACKGROUND:

At the City Council meeting on June 18, 2026, staff held a workshop with City Council to discuss and provide direction regarding legislative priorities for the City's State and Federal Legislative Program. The legislative priorities will help prepare and guide staff for the upcoming 2027 90th Texas Legislative Session and engage with both state and federal legislators. This resolution to adopt the City's State and Federal Legislative Program will authorize the City Manager or designee to engage and advocate on state and federal legislation in support of the City'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 manage response and recovery, uphold local government control and decision-making, maintain financial stability, and advocate for community funding, resources, and needs.

State Legislative Program

The City's state legislative priorities include:

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

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, and
- Disaster Preparedness, Response, and Recovery.

Federal Legislative Program

The City's federal legislative priorities include:

- 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, and
- Improve federal grant and funding opportunity procedures and requirements.

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).

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:

City staff recommends that the City Council approve the Resolution adopting the City's State and Federal Legislative Program, which will authorize the City Manager or designee to engage with legislators and advocate on state and federal legislation in support of the City's legislative priorities.

PRESENTER:

Kent Souriyasak, Assistant to the City Manager/Innovation Coordinator

Fiscal Impact

Attachments:

1. Resolution and Exhibit A

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, ADOPTING THE STATE AND FEDERAL LEGISLATIVE PROGRAM FOR THE CITY OF LEANDER, TEXAS; DIRECTING THE CITY MANAGER OR DESIGNEE TO ACT WITH REGARD TO THE CITY'S STATE AND FEDERAL LEGISLATIVE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Legislative activities are ongoing in the United States Congress and the Texas Legislature; and

WHEREAS, it is anticipated that many legislative issues affecting local government will be considered; and

WHEREAS, City Staff prepared the recommended State and Federal Legislative Program attached hereto as Exhibit "A" and the State and Federal Legislative Program has been reviewed by the City Council of the City of Leander; and

WHEREAS, the City Council is of the opinion that such State and Federal Legislative Program is in the best interest of the City, should be adopted, and should be forwarded for consideration by the City's federal and state legislators; and

WHEREAS, the City Council is of the further opinion that the City Manager or designee should be directed to take action with regard to the State and Federal Legislative Program as outlined below.

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

Section 1. The State and Federal Legislative Program that is attached hereto as "Exhibit A" is hereby adopted and approved as the State and Federal Legislative Program for the City of Leander.

Section 2. The City Manager or designee is directed to communicate the items included in the State and Federal Legislative Program to members of United States Congress, the Texas Legislature, in general, and/or to the appropriate legislative committees, committee members and others determined by the City Manager or designee.

Section 3. For those items designated as "support" by the City Council, the City Manager or designee is directed to actively pursue passage of the appropriate legislation if it is introduced by some other entity. The City Manager's efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.

Resolution Number:
Subject: State and Federal Legislative Program
Date Approved:

Page 1 of 2

Section 4. For those items designated as "oppose" by the City Council, the City Manager or designee is directed to attempt to impede the passage of any such legislation.

Section 5. It is recognized this policy will often be implemented in the context of great numbers of legislative proposals being considered within short time periods. City representatives, under the direction of the City Manager, shall be authorized to act on behalf of the City consistent with the necessary broad policy concerns set forth in this program.

Section 6. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this 16th day of July 2026.

ATTEST:

THE CITY OF LEANDER:

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor

EXHIBIT A

CITY OF LEANDER STATE AND FEDERAL LEGISLATIVE PROGRAM

State Legislative Priorities

Preserve High Quality of Life

- 1) Support legislation that provides community programs and services to elevate and/or preserve high quality of life.
- 2) Support legislation that provides funding and resources for police and fire personnel, programs, and services to keep pace with evolving public safety needs.
- 3) Support legislation that improves critical public safety services and emergency management to protect the health, safety, and welfare of the community.
- 4) Support legislation that provides funding for the development and improvement of parks, trails, and recreation facilities to enhance community amenities for families and visitors.

Protect Self-Governance

- 1) Support the City's right to local government control and home rule authority.
- 2) Support the rights of locally elected officials to enact laws and regulations in the best interests of the City.
- 3) Oppose legislation that preempts or erodes local government authority or is detrimental to the City's ability to maintain high quality of life.
- 4) Oppose legislation that would diminish the City's authority to regulate growth and development including but not limited to:
 - a. Land Use
 - b. Zoning
 - c. Annexation
 - d. Eminent Domain
 - e. Permits
 - f. Inspections
 - g. Building Codes
 - h. Permit Fees
 - i. Impact fees
 - j. Franchise Fees

Uphold City Integrity

- 1) Support intergovernmental and public-private partnership collaborations to produce a public benefit.
- 2) Support the City's ability to engage with legislators and advocate through city staff, group advocacy efforts, and engagement opportunities.
- 3) Support legislation that would improve the administration, coordination, and transparency of elections.
- 4) Support legislation that would enable the use of all electronic public notices to improve efficiency, reduce costs, and promote transparency.

EXHIBIT A

Ensure Financial Stability

- 1) Support legislation that enables the responsible use of taxpayer funds including but not limited to:
 - a. Enhancing Financial Transparency
 - b. Eliminating Unfunded Mandates
 - c. Protecting Municipal Revenues
- 2) Support legislation that provides a fair and equitable sourcing of sales and use taxes.
- 3) Support improvements to state grant and funding opportunity procedures and requirements.
- 4) Oppose legislation that would restrict the City's ability to issue debt in order to fund essential public infrastructure improvements and capital expenditures.
- 5) 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:
 - a. Property Tax Limitations or Elimination
 - b. Sales and Use Tax Reductions
 - c. Revenue and Expenditure Caps

Foster Economic Growth

- 1) 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.
- 2) Support legislation and economic tools for the City's continued participation for a qualified hotel and convention center project.
- 3) Support legislation and economic opportunities for the development of a vibrant and unique Old Town district.
- 4) 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.
- 5) Oppose legislation that would eliminate or restrict current economic development tools including but not limited to:
 - a. Chapter 380 Agreements
 - b. Tax Abatement
 - c. Tax Increment Reinvestment Zones
 - d. Texas Enterprise Fund

Secure Essential Public Infrastructure

- 1) Support legislation for increased state funding of local transportation projects and infrastructure investments to improve traffic mobility and safety.
- 2) Support opportunities to promote and coordinate state, regional, and local transportation planning for developing effective transportation systems.
- 3) Support legislation to establish equitable governance structure and financial participation for regional and metropolitan rapid transit authorities.
- 4) Oppose legislation that would erode the City's authority and management of public rights-of-way.

EXHIBIT A

- 5) 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.
- 6) Support collaboration for state, regional, and local water projects or initiatives that further enhance the City's water resources and delivery systems.
- 7) Support legislation to increase state funding and improve grant requirements from the Texas Water Development Board.
- 8) 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.

Federal Legislative Priorities

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



EXECUTIVE SUMMARY
7/16/2026

AGENDA SUBJECT:

Discuss and consider action on the appointment of a Charter Review Committee pursuant to Section 13.08. Charter Review of the Leander City Charter.

BACKGROUND:

The Home Rule Charter, Section 13.08, Charter Review states, the City Council may at any time appoint a Charter Review Commission (Commission), consisting of seven (7) qualified voters of the city. The City Council shall appoint a Commission not less often than every fifth year. The Commission shall review, hold hearings upon, and make recommendations for the amendment, if any, of this charter. Any resulting charter elections shall be noticed and held in compliance with state law, provided that the council may call the election for any permitted election date, or the earlier to occur of the date of the next general state or general city election.

Following the appointment, the Commission will convene to set the frequency and hour they will meet to review and discuss possible amendments. The City Attorney will facilitate the meetings with the City Secretary serving as the City staff liaison. Upon completion of the Commissioners' review of the Home Rule Charter, recommendations will be brought to the City Council for consideration to appear on the ballot. Ballot language will then be drafted for the Attorney General's approval on the propositions the City Council has determined should move forward. Following ballot language approval, an ordinance will be brought to the City Council calling a special election for the propositions to be placed on the May 1, 2027, ballot.

HISTORY/TIMELINE:

- The 2017 Commission convened with 8 amendments appearing on the May 2018 ballot.
- The 2021 Commission convened with 13 amendments appearing on the May 2022 ballot.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends that the City Council appoint a Charter Review Commission in accordance with Section 13.08. Charter Review of the Leander City Charter.

The past two (2) commissions were appointed by the City Council from applicants who submitted applications during the annual board and commission application process. Options for City Council to consider for appointments include:

- follow the board and commission appointment process seeking applications, interview followed by appointment; or

- appointment of a single member by the Mayor and each of the City Council members.

PRESENTER:

Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Section 13.08. Charter Review

Section 13.08. Charter Review.

The council may at anytime appoint a charter review commission, consisting of seven (7) qualified voters of the city. The council shall appoint a charter review commission not less often than every fifth year. The charter review commission shall review, hold hearings upon, and make recommendations for the amendment, if any, of this charter. Any resulting charter elections shall be noticed and held in compliance with state law; provided that the council may call the election for any permitted election date, or the earlier to occur of the date of the next general state or general city election.

[Amended May 2003; Amended May 2022]



EXECUTIVE SUMMARY
7/16/2026

AGENDA SUBJECT:

Discuss and consider action on the Second Reading of an Ordinance 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 and Travis Counties, Texas.

BACKGROUND:

This request is the final 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 Cares 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 Cares. 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, and
2. Allowance for up to an additional six (6) children for after-school care with additional requirements:
 - a. Address parking,
 - b. Maintain traffic flow,
 - c. Provide hours of operation, and
 - 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	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 14, plus up to six (6) additional school-age children (ages five (5) to 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 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 meet applicable registration of licensing requirements of the Texas Health and Human Services Commission.
- Outdoor play areas, playground equipment, and pools must be in the side or backyard. 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 City-issued 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 is required.
- 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

06/18/2026 - City Council, 2nd Public Hearing & 1st Reading of the Ordinance

07/02/2026 - City Council, 2nd Reading of the Ordinance

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.

City staff recommends that the City Council approve Option 1 listed above – Approve the proposed 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. The City Council approved this ordinance update as presented by staff during the June 18, 2026, meeting.

The City Council requested to update the definition of in-home day care so that it aligns with the state requirements. The update includes removing the age of the children allowed after the first six (6) children.

PRESENTER:

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

Attachments:

1. OR-26-0036 Att 1 Day Care Ordinance Redline
2. OR-26-0036 Att 2 Day Care Ordinance
3. OR-26-0036 Att 3 P & Z minutes 05/28/2026

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 of ages authorized by state law. Six (6) additional children of ages authorized by state law may also be served 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 or licensing with the Texas Health and Human Services Commission.

NEW SECTION

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 registered with or licensed by the State, as appropriate, 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 is permitted without a permit from the City.
- (2) An In-Home Day Care serving up to an additional six (6) children is permitted if the following requirements are met:
 - i. A permit issued by the City 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.

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO. 26-036-00

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 of ages authorized by state law. Six (6) additional children of ages authorized by state law may also be served 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 or licensing 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 registered with or licensed by the State, as appropriate, 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 is permitted without a permit from the City.
 - (2) An In-Home Day Care serving up to an additional six (6) children is permitted if the following requirements are met:
 - i. A permit issued by the City 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, 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 16th 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 PICP-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 PICP-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 PICP-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
7/16/2026

AGENDA SUBJECT:

Discuss and consider action on the approval of the Oakmont Ridge Phasing Plan associated with Subdivision Case CP-25-0044 on six (6) parcels of land 50.31 acres $\pm$ in size, which includes the development of 80 single-family residential lots and commercial uses in two (2) phases with the residential development minimum lot width of 70 feet which comports with the water resolution, more particularly described by Williamson Central Appraisal District Parcels R473796, R324593, R324592, R412990, R594957, and R594958; generally located the east of the intersection of CR 274 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

In January 2022, the City Council approved updates to the Subdivision Ordinance and Chapter 13 Utilities (see below ordinance citation for more details) which added provisions for development phasing for any subdivision within the City limits that includes 30 or more lots in response to the City's water management strategies. The City Council conducted an annual review of development phasing plan requirements in January 2026 and determined that the development phasing requirement for residential development should be maintained.

This proposal is for the approval of the Oakmont Ridge Phasing Plan, which includes the development of 80 single-family residential lots and commercial uses in two (2) phases. The residential development includes a minimum lot width of 70 feet which comports with the water resolution.

All 80 residential lots are proposed as part of the first phase instead of being divided into phases to comport with the residential phasing requirement for developments exceeding 30 lots. Allowing all residential lots to proceed in a single phase is reasonable given the property's small and isolated configuration; the river bounds the site on both the north and east, limiting opportunities for expansion or additional phased connections. The residential portion will be concentrated in one location.

The approved zoning does require that commercial development is constructed prior to or concurrently with the single-family houses. The commercial water requirements will be analyzed at the time of site development when the proposed use is known. While the approved zoning requires commercial construction to occur prior to or concurrently with the residential development, the applicant is seeking a waiver to the residential phasing requirements and is proposing the following phasing plan:

PHASE	ACREAGE	LAND USE
1	36.54 acres	80 Residential Units 135,783 sq. ft. Commercial
2	13.77 acres	43,600 sq. ft. Commercial

Ordinance Citation:

Sec. 13.12.002. - Development phasing plan required.

A development phasing plan is required for any subdivision within the city limits and extraterritorial jurisdiction that includes more than 30 lots or units. The development phasing plan for the subdivision must be approved by the city council before a subdivision concept plan will be approved.

HISTORY/TIMELINE:

03/23/2005 – Annexation (portion abutting Ronald Reagan)

04/20/2016 – Annexation (north portion)

05/05/2021 – Annexation (remainder of project)

04/18/2024 - Zoning

APPLICANT/AGENT:

IGET Services, LLC. (Satya Pilla) on behalf of Reagan heights, LLC. (Ravi Pulimi)

RECOMMENDATION:

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

1. Approve the proposed phasing plan; or
2. Deny the proposed phasing plan to adjust the number of residential units per phase or adjust the number of phases associated with the project.

City staff recommends Option 1 listed above – Approve the proposed phasing plan. The proposed number of residential units for this development is consistent with a single phase of other subdivisions that have been approved. It is more efficient to allow the developer to construct the infrastructure of all 80 lots at the same time rather than requiring an additional request.

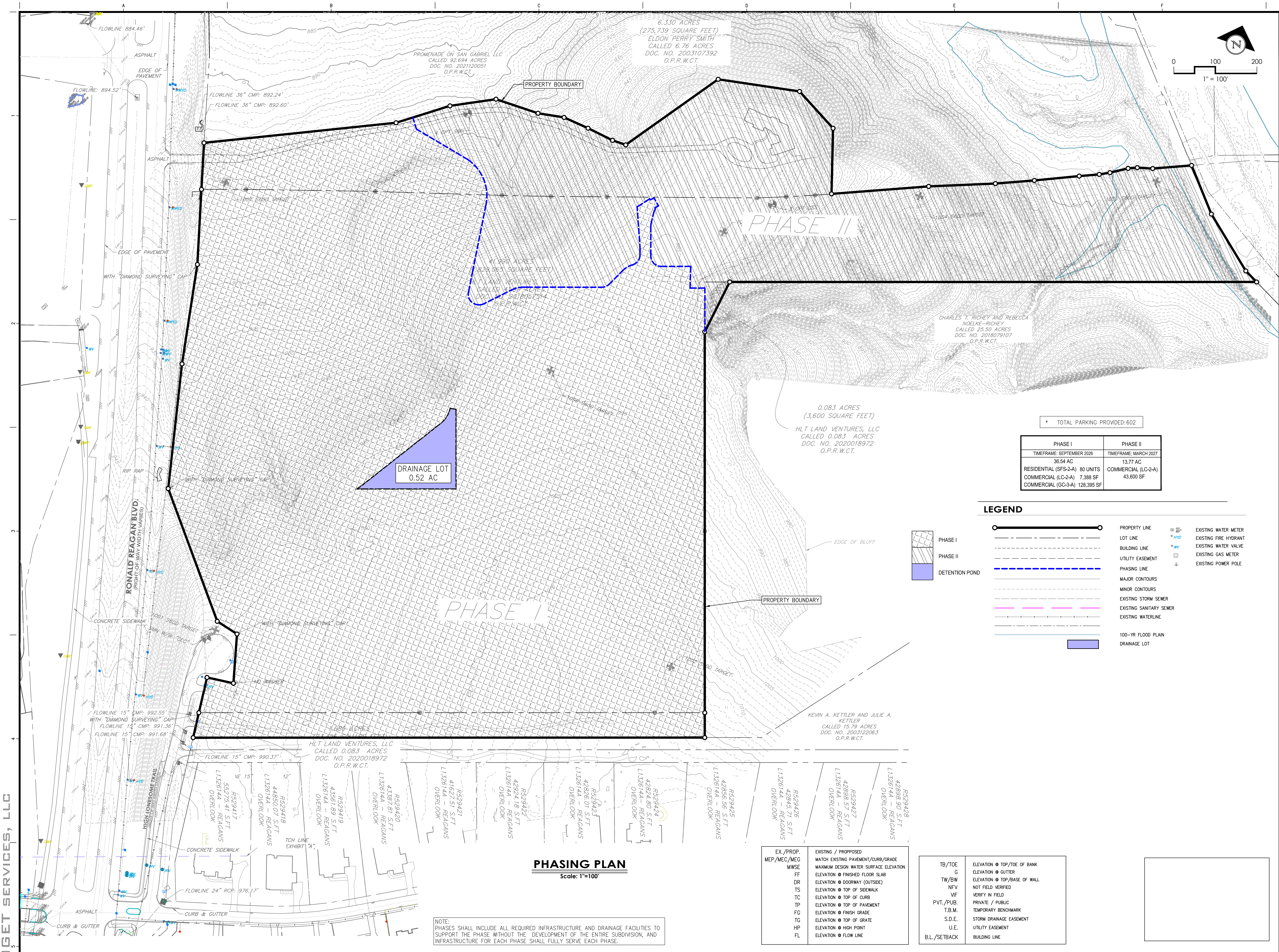
PRESENTER:

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

Fiscal Impact

Attachments:

1. CP-25-0044 Att 1 Oakmont Ridge - Phasing Plan
2. CP-25-0044 Att 2 Oakmont Ridge - Location Map
3. CP-25-0044 Att 3 Oakmont Ridge - Aerial Map



LEGAL DESCRIPTION

AW0559 AW0559 - Smith, A. Sur., ACRES 1.687 (R594957)
AW0559 SMITH, A. SUR., ACRES 4.33 (R473796)
AW0559 SMITH, A. SUR., ACRES 15.418 (R324593)
AW0756 THAXTON, J.C. SUR., ACRES 22.242 (R324592)
AW0420 AW0420 - Manlove, B. Sur., ACRES 6.553 (R412990)
AW0756 AW0756 - Thaxton, J.C. Sur., ACRES 0.083 (R594958)

SURVEYOR

ALL EXISTING TOPOGRAPHIC DATA SHOWN HEREIN IS EXTRACTED DIRECTLY FROM SURVEY BY:
FIRM NAME: CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
ADDRESS: 3711 SOUTH MOPAC EXPRESSWAY
BUILDING 1, SUITE 550
AUSTIN, TEXAS 78746
PHONE NO.: (512) 439-0400
JOB NO.: 327-421
DATE: MARCH 30, 2023

FLOOD PLAIN DATA

BY GRAPHING PLOTTING ONLY, WE DO NOT ASSUME RESPONSIBILITY FOR EXACT DETERMINATION.
MAP NUMBER: 48491C 0455 F - 48491C 0460 F
REVISED DATE: 12-20-2019
ZONE: X/AE

6.24.2026

igET

igET SERVICES LLC
TBPELS REG. FIRM NUMBER: F-16628
Phone: (832) 834-3430
9800 Richmond Ave, Suite 440, Houston, TX 77042
Http://www.igetservices.com
e-mail: info@igetservices.com

PROJECT NUMBER
CP-25-0044

PHASING PLAN

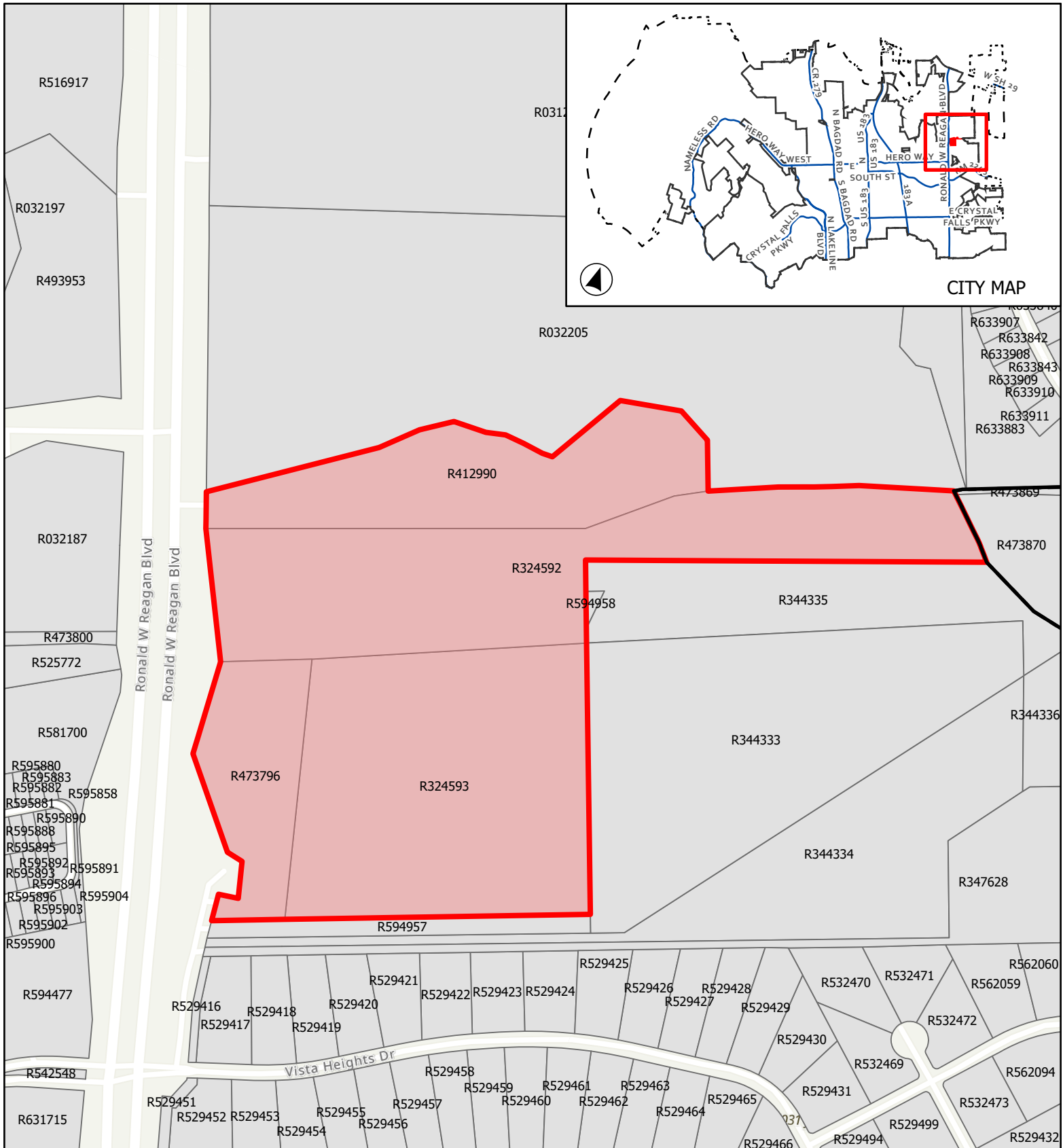
SCALE: 1"=100'

PROJ. DATE: 6/24/2026
CREATED BY: IGET
AGENCY P.#:
AGENCY P.#:
IGET SERVICES P.#:
CURRENT REVISION:

CHECKED BY: IGET
APPROVED BY: SP
AGENCY P.#:
AGENCY P.#:
CP-25-0044

igET SERVICES, LLC

INFORMATION, DATA AND DRAWINGS EMBODIED IN THIS DRAWING ARE STRICTLY CONFIDENTIAL AND ARE SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT DISCLOSED TO THIRD PARTIES AND CANNOT BE REPRODUCED OR DIVULGED, IN WHOLE OR IN PART, WITHOUT WRITTEN AUTHORIZATION FROM IGETSERVICES LLC.
Wednesday, June 24, 2026 11:04 AM, Letter (6.50 x 11.00 inches), D:\GET-2419261-Ronald Reagan, 50 Acres Development, Leander, TX\4-- CAD\CONCEPTUAL SITE PLAN\NEW CONCEPT PLAN\PHASING PLAN.dwg



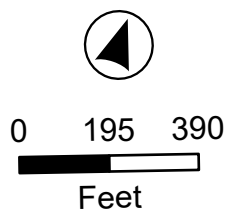
CASE: CP-25-0044

ATTACHMENT 2

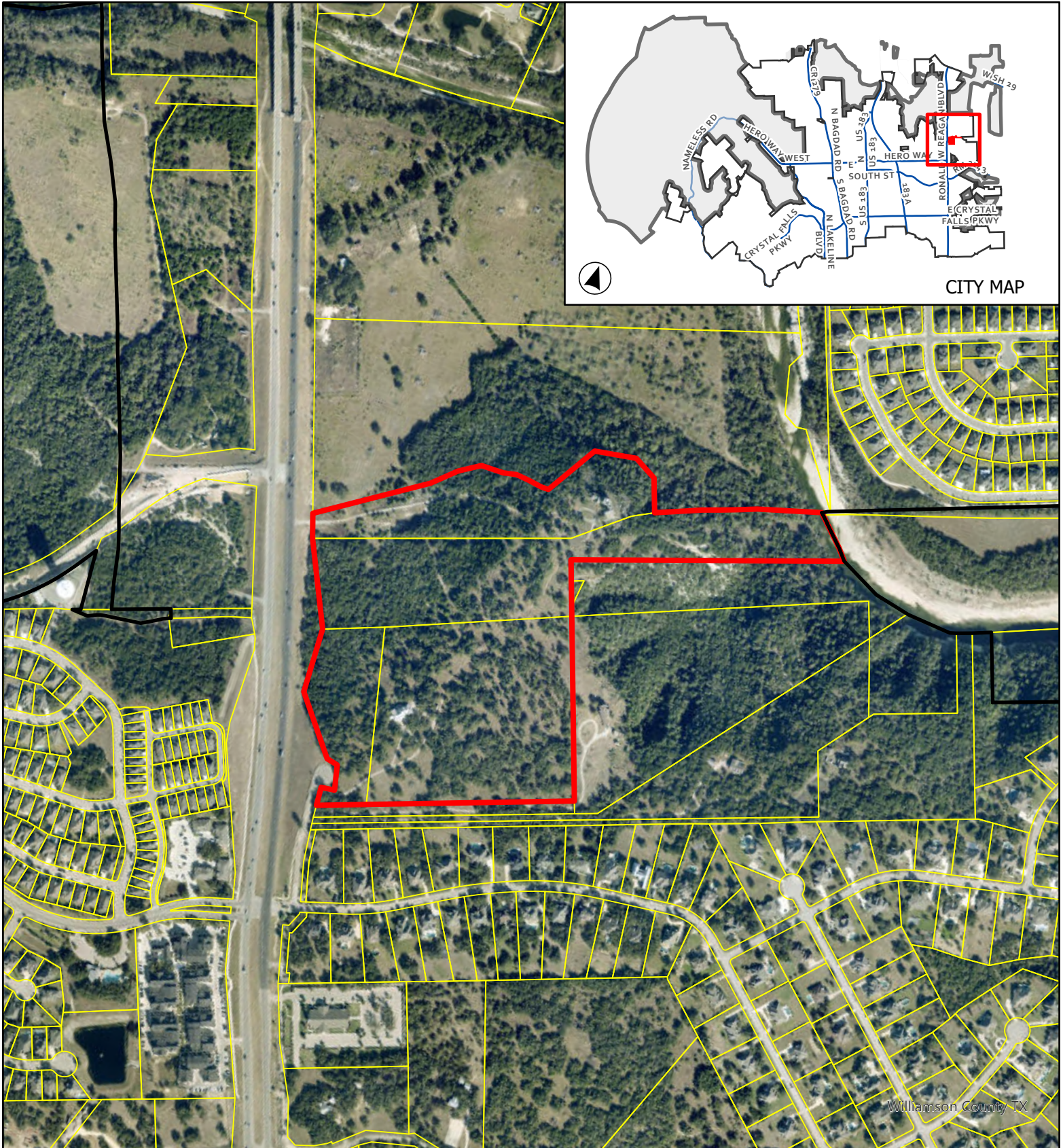
OAKMONT RIDGE

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 



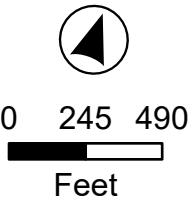
CASE: CP-25-0044

ATTACHMENT 3

OAKMONT RIDGE

Aerial Map

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- Leander City Limits
- Williamson County Parcels
- Subject Boundary



EXECUTIVE SUMMARY
7/16/2026

AGENDA SUBJECT:

Discuss and consider action regarding Tree Removal Case TRP-25-0046 regarding the removal of four (4) Heritage Trees associated with the Burleson Phases 1, 5 - 8 Public Improvement Construction Plans Development (PICP-25-0220), generally located to the southeast of the intersection of Journey Parkway and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the tree removal permit process. The applicant has submitted a request to remove 45 Significant Trees (>18 caliper inches) and four (4) Heritage Trees associated with the public improvement construction plans. These trees were not approved for removal as part of the Preliminary Plat. During the design of the public improvements construction plans, the applicant identified additional trees that were impacted by the proposed grading, utilities, and roadway improvements. Additionally, trees less than 18 caliper inches are not being reviewed as part of this request. Phase 1 is predominantly the residential subdivision while Phases 5 through 8 are to be developed commercially.

As future phases are designed, additional trees may be proposed for removal at that time. Once the trees proposed for removal exceed 50% of those between eight (8) to 18 caliper inches, mitigation will be required.

TREE PRESERVATION ORDINANCE: Per Subdivision Ordinance, Article II, Section 22 (3)(iii)(d)(2), removal of Significant Trees greater than eighteen (18) caliper inches requires the approval of the Planning & Zoning Commission.

Heritage Trees may be removed only with the approval of a Tree Removal Permit and after the required mitigation has been approved. The Planning & Zoning Commission shall review all applications for Heritage Tree removal permits and make a recommendation for approval or denial to the City Council, which shall have final authority to issue the permit.

The Subdivision Ordinance includes the following tree mitigation requirements:

- Up to 50% of the caliper inches of Significant Trees between eight (8) and 26 caliper inches may be removed without mitigation for single-family and two-family subdivisions.
- Up to 50% of the caliper inches of Significant Trees between eight (8) and 18 caliper inches may be removed without mitigation for subdivisions other than single-family and two-family.
- Mitigation shall be required at a 1:1 caliper inch basis for Significant Trees between eight (8) and 18 caliper inches.
- Mitigation shall be required at a 2:1 caliper inch basis for Significant Trees greater than 18 caliper inches and less than 26 caliper inches.
- Mitigation shall be required at a 3:1 caliper inch basis for Heritage Trees and a mitigation fee in the amount of \$300.00 per caliper inch removed.

- Mitigation may be achieved through credit of existing trees on site, replacement trees planted on-site, or payment in-lieu of replacement trees. If payment in-lieu of replacement trees is approved by the Planning Director, the fee shall be equal to \$150.00 per caliper inch of replacement tree.

Mitigation is not required for trees that are dead, dying, or diseased. The applicant has identified trees on their mitigation tables that are not being considered for mitigation due to their condition. The tables reflect the trees being removed that are needing to be mitigated and may not add to the total trees on site (100%).

SIGNIFICANT TREE REMOVAL – PLANNING & ZONING COMMISSION CONSIDERATION:

Action was taken by the Planning & Zoning Commission on July 9, 2026 regarding Significant Trees. No additional action is required by the City Council for Significant Tree removal. City Council will take final action on the proposed Heritage Tree removal.

HERITAGE TREE REMOVAL – COUNCIL CONSIDERATION

The Preliminary Plat previously approved the removal of Significant Trees and Heritage Trees. This request is for the removal of additional trees.

Within Phase 1, which consist of residential development, there are 135 Heritage Trees over 26 caliper inches, and the applicant is preserving 90% of the caliper inches.

Within Phases 5-8, which consist of commercial development, there are 20 Heritage Trees over 26 caliper inches, and the applicant is preserving 100% of the caliper inches.

Please see below for updates to tree removal percentages for Single Family Phase 1 and commercial phases.

PHASE 1 - SINGLE FAMILY								
TREE SIZE (in caliper inches)	TOTAL INCHES	TOTAL TREES	SAVED INCHES	SAVED TREES	SAVED INCHES %	REMOVED INCHES	REMOVED TREES	REMOVED INCHES %
8" to 18"	50233.2	4428	33472.7	2940	67%	16760.5	1488	33%
>18" to 26"	10100.0	479	7508.0	354	74%	2592.0	125	26%
SUBTOTAL 8" to 26"	60333.2	4907	40980.7	3294	68%	19352.5	1613	32%
>26"	4211.0	135	3772	120	90%	439.0	15	10%
TOTALS	64544.2	5042	44752.7	3414	69%	19791.5	1628	31%

PHASES 5-8 - COMMERCIAL								
TREE SIZE (in caliper inches)	TOTAL INCHES	TOTAL TREES	SAVED INCHES	SAVED TREES	SAVED INCHES %	REMOVED INCHES	REMOVED TREES	REMOVED INCHES %
8" to 18"	10758.5	995	9876.5	914	92%	882.0	81	8%
>18" to 26"	2176.5	102	2087.0	98	96%	89.5	4	4%
SUBTOTAL 8" to 26"	12935.0	1097	11963.5	1012	92%	971.5	85	8%
>26"	637.5	20	637.5	20	100%	0.0	0	0%
TOTALS	13572.5	1117	12601.0	1032	93%	971.5	85	7%

As part of this request, the following mitigation will be required for the tree removal.

- Heritage Tree removal in the amount of \$33,600.00 based off of the removal of 112 caliper inches at a rate of \$300.00 per caliper inch removed.

- Replacement Heritage Trees are required at a 3:1 ratio for a total of 336 inches. The applicant is opting to pay a fee in-lieu of replacement trees (336 X \$150.00 = \$50,400.00).

The total fee for this tree removal request is \$84,000.00 and will be applied to the public improvement construction plan permit (PICP-25-0220). The applicant is also responsible for the mitigation fees for the trees that were previously approved with the Preliminary Plat. Fee payment is required prior to issuance of the public improvement construction plan permit.

GENERAL INFORMATION:

Current Zoning: GC-2-A (General Commercial), LC-2-B (Local Commercial), SFS-2-B (Single Family Suburban)

Size and Location: This property is generally located to the southeast of the intersection Journey Parkway and Ronald W. Reagan Boulevard including approximately 83.4 acres.

Surrounding Area: This property is located north of a Cedar Park residential subdivision. Akin Elementary School and Stiles Middle school are located to the west of the property. There are commercial and multi-family developments located to the east of the property across Ronald W Reagan Boulevard.

Physical and Natural Features: This property contains heavy tree coverage with at least 50% of the site covered in Ashe Juniper.

HISTORY/TIMELINE:

02/21/2025 - Preliminary Plat Approved

06/25/2026 - Planning and Zoning

APPLICANT/AGENT:

LJA Engineering, Inc (Jessica Davis) on behalf of Burleson Ranch 2024, LP (Jeremy Smitheal)

RECOMMENDATION:

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

1. Approve the tree removal request;
2. Deny the tree removal request; or
3. Propose an alternative plan that includes saving additional trees.

Staff recommends Option 1 listed above – Approve the tree removal request. This would allow the applicant to remove trees as part of the PICP permit. This recommendation is based on the grading improvements required for appropriate drainage of the subdivision.

During the meeting of July 9, 2026, the Planning & Zoning Commission took action on the significant trees and recommended approval of the removal of the Heritage Trees.

PRESENTER:

Robin M. Griffin, Executive Director of Development Services

Fiscal Impact

Attachments:

1. TRP-25-0046 Att 1 Letter of Intent - Burleson Ranch
2. TRP-25-0046 Att 2 Location Map - Burleson Ranch
3. TRP-25-0046 Att 3 Aerial Map - Burleson Ranch
4. TRP-25-0046 Att 4 Tree Removal Exhibit - Burleson Ranch
5. TRP-25-0046 Att 4 Tree Removal Exhibit B - Burleson Ranch
6. TRP-25-0046 Att 4 Tree Removal Exhibit C - Burleson Ranch
7. TRP-25-0046 Att 5 Tree Field Data - Burleson Ranch
8. TRP-25-0046 Att 6 Arborist Report - Burleson Ranch
9. TRP-25-0046 Att 7 Grading Plan - Burleson Ranch

June 30, 2026

City of Leander
Development Services Department
201 N Brushy Street
Leander, Texas 78641

Subject: Burleson Tract Phase 1 Letter of Intent / TRP-25-0046
LJA Project# A140-0422

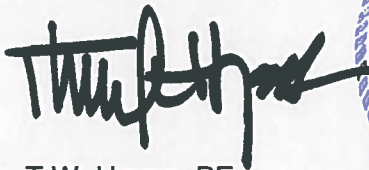
This letter serves as our formal request to remove trees located within the Burleson Tract Phase 1, 5-8 development, situated in Leander, Texas (PICP-25-0220). The tree removals are necessary to accommodate the construction of a single-family residential neighborhood, including associated infrastructure such as grading, utilities, and roadway improvements. This tree removal permit (TRP) proposes removal of 4 additional Heritage Trees which were not approved for removal with the preliminary plat. The TRP proposes to remove 46 additional Significant Trees which were not approved with the preliminary plat. Of these, one is in Very Poor Condition. The TRP proposes preservation of 2 Significant Trees which were previously approved for removal. This results in a total of 50 trees removed.

Approximately 32% of the overall Significant trees will be removed with Phase 1. With current projections, Significant trees are expected to require mitigation in future phases of the single-family development.

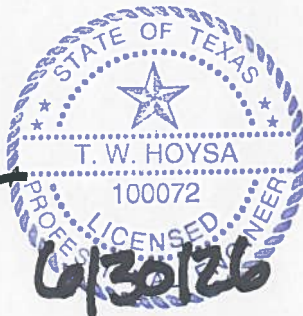
"Lot grading" is limited to raising entire block(s) near the southwest corner to get storm drainage into Pond 2. There is some other block level grading in select places where we'd have drainage problems if the lots weren't at least partially graded. Lot grading has been limited to the bare minimum to tie to lots into the ROW edge, to maximize preservation of trees on the site with the development construction. All lot grading outside the PUE, adjacent to the ROW, is proposed to allow proper drainage into the streets and is forced by street design constraints or providing minimum cover over the storm sewer system.

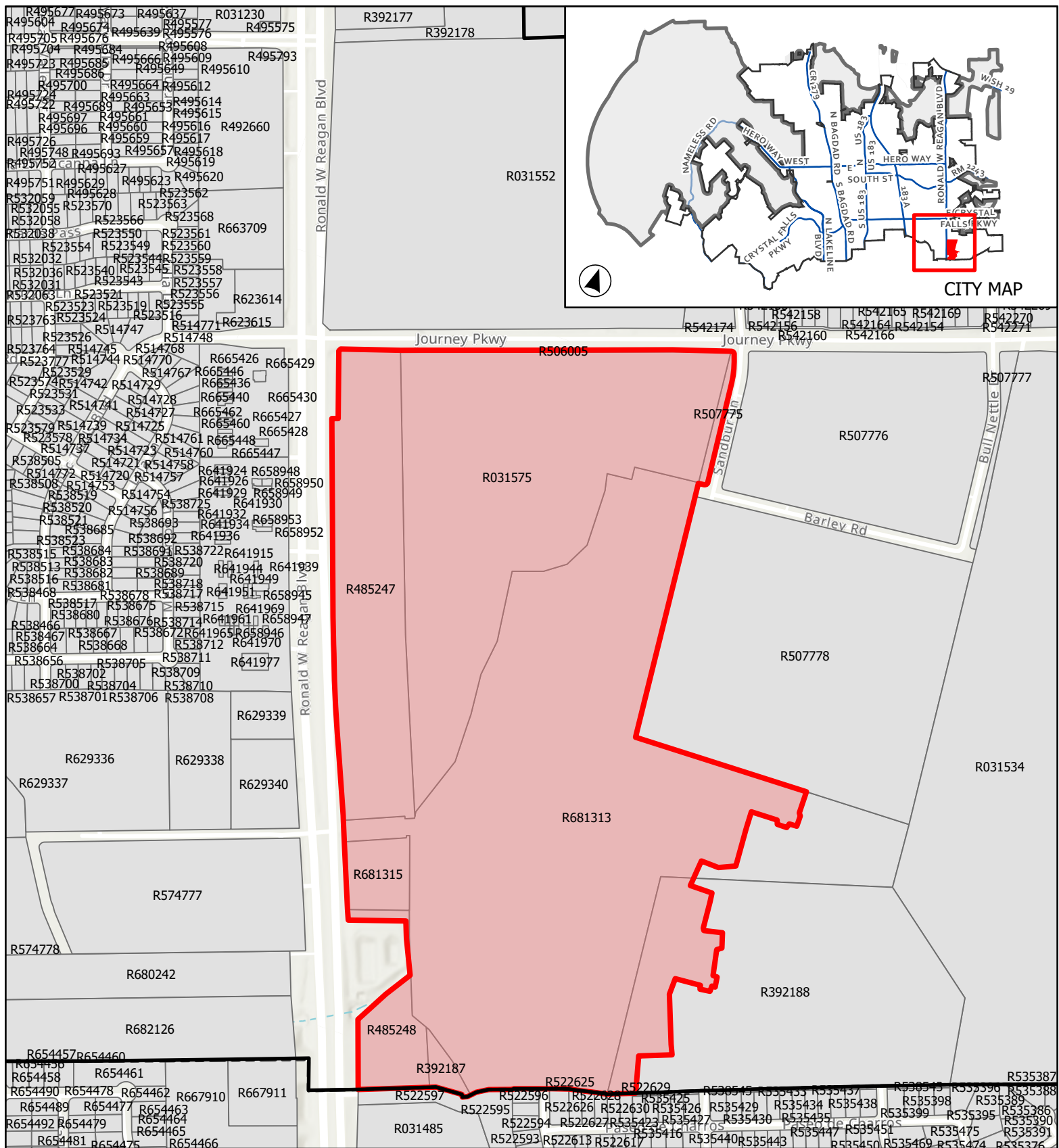
The proposed removals are shown in the Tree Removal Plan set submitted with the application. The site has been designed to avoid and reduce impacts to Heritage trees while maintaining compliance with City design and safety standards.

Very Truly Yours,
LJA Engineering, Inc.



T.W. Hoysa, PE
Vice President





CASE: TRP-25-0046

ATTACHMENT 2

BURLESON RANCH PH 1

Location Map



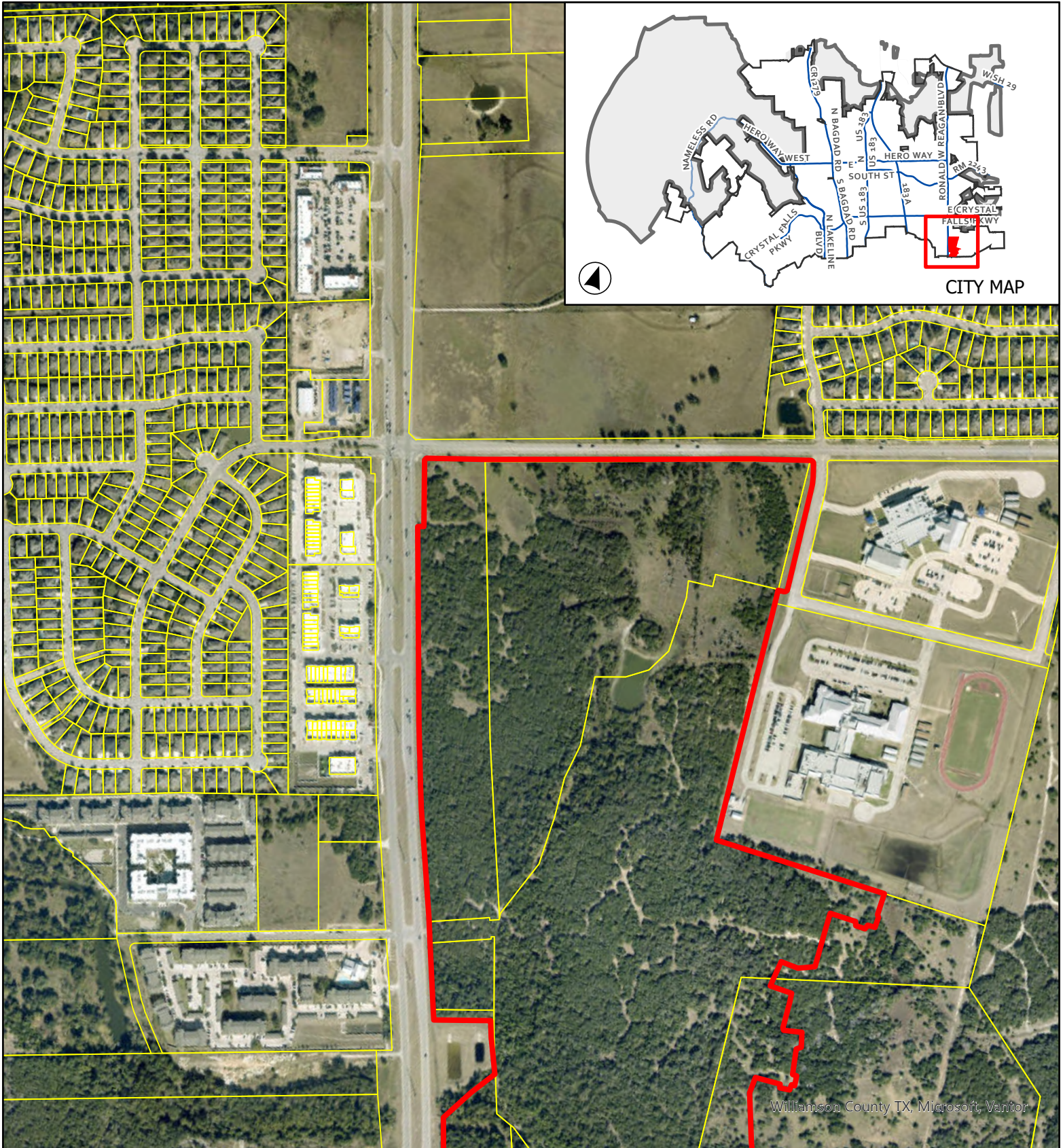
This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the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

0 287.5 575



Feet

City Limits ☐ETJ Subject Boundary ☐



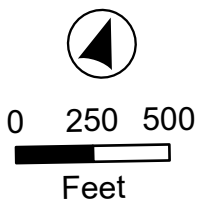
CASE: TRP-25-0046

ATTACHMENT 3

BURLESON RANCH PH 1

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

BURLESON TRACT PH1, 5-8
TREE REMOVAL REQUEST


LJA ENGINEERING, INC.
T.W. HOYSA, P.E. #100072

ROBIN M. GRIFFIN, AICP
EXECUTIVE DIRECTOR OF DEVELOPMENT SERVICES

EMILY TRUMAN, PE, CFM CITY ENGINEER	DATE
--	------

MARK TUMMONS, CPRE
DIRECTOR OF PARKS AND RECREATION

CHIEF JOSHUA DAVIS FIRE MARSHAL	DATE
------------------------------------	------

TREE REMOVAL PERMIT TO ACCOMPANY PICP-25-0220

TREE REMOVAL PERMIT TO ACCOMPANY PICP-25-0220

THIS SITE IS LOCATED WITHIN THE BRUSHY CREEK AND BLOCK HOUSE CREEK WATERSHEDS

THE TRACT SHOWN IS ENCUMBERED BY ZONE AE ACCORDING TO FIRM PANELS 48491C0470F AND 48491C0460F, DATED 12/20/2019.

THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR, OR ENGINEER.

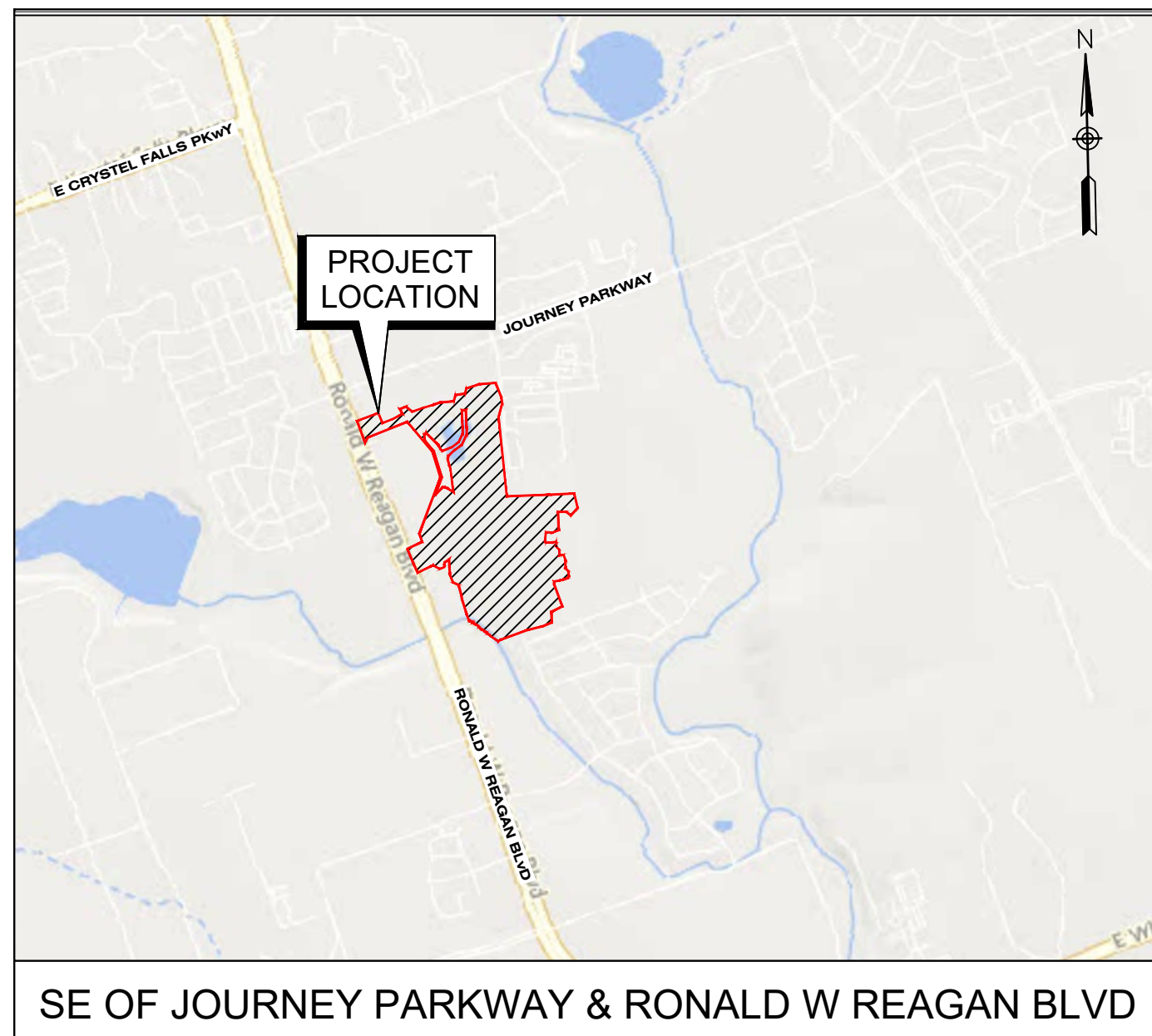
PORTIONS OF:
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AW0122 CARR, A. SUR., ACRES 4.34
AW0122 CARR, A. SUR., ACRES 85.338
AW0122 CARR, A. SUR., ACRES 18.896
AW0122 CARR, A. SUR., ACRES 32.54
AW0122 CARR, AND A. SUR., ACRES 123.635
RECORD IN DOC#2012107179, 2013049911,
2013065089 OF THE OFFICIAL PUBLIC RECORDS
OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.X.)

TOTALING 83.4 ACRES

ORDINANCE #24-036-00 ESTABLISHES THE ZONING OF THE OVERALL PROPERTY AS GC-3-A, GC-2-A, LC-2-B, AND SFS-2-B.

RELATED CASE No: PICP-25-0220

SUBMITTAL DATE: FILING DATE: 09/30/2025



LOCATION MAP
SCALE: 1" = 2000'

TMTB BURLESON RANCH, LLC
MARK BERMAN, VICE PRESIDENT
9601 AMBERGLEN BLVD, SUITE 200
AUSTIN, TEXAS 78729
PHONE: (512) 532-2170

BURLESON RANCH 2024, LP
BY: BURLESON RANCH 2024, GP, LLC
JEREMY SMITHEAL
1221 S MOPAC EXPRESSWAY, SUITE 200
AUSTIN, TEXAS 78746

LJA ENGINEERING INC.
FRN # F-1386
2700 LA FRONTERA BLVD, SUITE 200
ROUND ROCK, TEXAS 78681
CONTACT PERSON: T.W. HOYSA, P.E.
PHONE: (512) 439-4700

LJA SURVEYING INC.
TBPES # 10194382
7500 RIALTO BOULEVARD BUILDING 2,
SUITE 100
AUSTIN, TX 78735
CONTACT PERSON: MATT OVERALL, RPLS
PHONE: (512) 534-4700

MARK BERMAN, VICE PRESIDENT
9601 AMBERGLEN BLVD, SUITE 200
AUSTIN TX, 78729
PHONE: 312-532-2170

1. THIS PLAN ALLOWS FOR CLEARING OF BRUSH AND NON-PROTECTED CLASS TREES ONLY.
2. TEMPORARY EROSION CONTROLS WILL BE MAINTAINED ALONG W/ A SWPPP IN CONFORMANCE WITH THE STATE OF TEXAS GENERAL PERMIT.
3. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN IMPROVING THESE PLANS, THE CITY OF LEANDER MUST RELY UPON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.
4. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, REGULATORY COMPLIANCE, AND ADEQUACY OF THESE PLANS OR SPECIFICATIONS, WHETHER OR NOT THE PLANS AND/OR SPECIFICATIONS WERE REVIEWED BY CITY ENGINEER(S).
5. EXISTING UTILITIES ARE SHOWN PER RECORD. CONTRACTOR SHALL VERIFY LOCATIONS & ELEVATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CLEANING ACTIVITIES OF ANY CONFLICTS.
6. THIS SITE IS LOCATED OVER THE EDWARDS AQUIFER CONTRIBUTING ZONE. THIS PLAN PROPOSED NO PERMANENT IMPERVIOUS COVER AND IS EXEMPT FROM A CONTRIBUTING ZONE PLAN
7. SURVEY DATA PROVIDED BY: LJA SURVEYING INC. DATED JUNE TO AUGUST 2024.
8. ANY STRUCTURAL STABILIZATION WITH SLOPES STEEPER THAN 3:1 SHALL BE LIMITED TO USE OF NATIVE STONE (EXCEPT FOR OUTLET STRUCTURES WHICH CAN BE CONCRETE) AND SHALL BE LIMITED TO NO MORE THAN THIRTY (30%) PERCENT OF THE PERIMETER OF THE POND. SUCH PONDS SHALL BE SEAMLESSLY INTEGRATED WITH THE LANDSCAPING. ALL EXPOSED CONCRETE THAT IS VISIBLE IS REQUIRED TO BE MADE OF STONE OR CLAD IN STONE INCLUDING BUT NOT LIMITED TO LEDGESTONE, FIELDSTONE, CAST STONE, OR OTHER DECORATIVE MATERIALS SUCH AS STAMPED AND TINTED CONCRETE THAT RESEMBLES STONE OR BRICK AS APPROVED BY THE DIRECTOR OF PLANNING. ALL OTHER EXPOSED CONCRETE IS REQUIRED TO BE MADE OF STONE OR CLAD IN STONE AS LISTED ABOVE OR TEXTURED AND TINTED IN EARTHERN COLORS.
10. ALL EXCESS EARTH MATERIAL AND REMOVED BRUSH/TREES WILL BE HAULED OFF TO A SUITABLE DISPOSAL SITE PRIOR TO ACCEPTANCE OF THE IMPROVEMENT.

[illegible]

2700 La Frontera Blvd.
Suite 200
Round Rock, Texas 78681

LJA
Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

LOCATION OF EXISTING UNDERGROUND AND OVERHEAD UTILITIES ARE APPROXIMATE LOCATIONS ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO BEGINNING WORK AND SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT OCCUR.



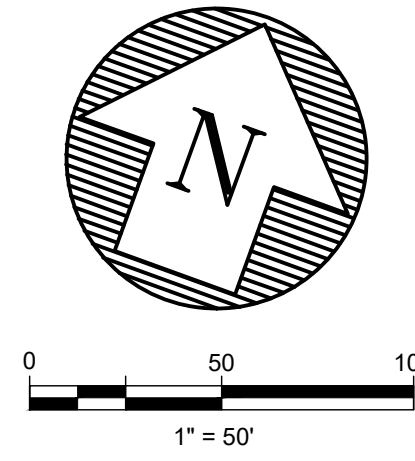
**Know what's below.
Call before you dig.**

PlotTime: Mon, 20 Apr 2026, 11:09am
User Name: kychen
PathName: G:\140-0422 Burleson-Roberts Property\ACAD - PHASE 1 - TREE PLAN - Sheet Files\A140-0422 TP0.dwg



LOCATION OF EXISTING
UNDERGROUND AND OVERHEAD
UTILITIES ARE APPROXIMATE
LOCATIONS ONLY. THE
CONTRACTOR SHALL DETERMINE
THE EXACT LOCATION OF ALL
EXISTING UTILITIES PRIOR TO
BEGINNING WORK AND SHALL BE
FULLY RESPONSIBLE FOR ANY AND
ALL DAMAGES WHICH MIGHT OCCUR.

811
Know what's below.
Call before you dig.



- LEGEND:**
- TREE SAVED PER PRELIM
 - TREE REMOVED PER PRELIM
 - TREE TO BE SAVED
 - TREE TO BE REMOVED
 - PROPOSED CONTOURS
 - EXISTING CONTOURS

- NOTES:**
- IF DISTURBED AREA IS NOT WORKED ON FOR MORE THAN 14 DAYS, DISTURBED AREA NEEDS TO BE STABILIZED BY REVEGETATION MATTING. (ECM 1.4.4.B.3, SECTION 5, I).
 - ENVIRONMENTAL INSPECTOR HAS THE AUTHORITY TO ADD AND/OR MODIFY EROSION/SEDIMENTATION CONTROLS ON SITE TO KEEP PROJECT IN COMPLIANCE WITH THE CITY OF LEANDER RULES AND REGULATIONS.
 - CONTRACTOR SHALL UTILIZE DUST CONTROL MEASURES DURING SITE CONSTRUCTION SUCH AS IRRIGATION TRUCKS AND MULCHING AS PER ECM 1.4.5(A), OR AS DIRECTED BY THE ENVIRONMENTAL INSPECTOR.
 - THE CONTRACTOR WILL CLEAN UP SPOILS THAT MIGRATE ONTO THE ROADS A MINIMUM OF ONCE DAILY. (ECM 1.4.4.D.4)
 - LIMITS OF CONSTRUCTION & SILT FENCE SHOWN OFF BOUNDARY LINES FOR CLARITY ONLY. SILT FENCE SHALL BE PLACED WITHIN TRACT BOUNDARIES.
 - ALL SILT FENCE ALONG EXISTING PAVED R.O.W.S SHALL BE SET AT A MINIMUM OF 3' AWAY FROM BACK OF CURB OR EDGE OF PAVING TO AVOID STANDING WATER ON SUBGRADE SURFACES.
 - SILT FENCE ALONG BACK OF CURB MAY BE TEMPORARILY REMOVED FOR GRADING TO CURB EDGES BUT SHALL BE REINSTALLED DAILY.
 - CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY SEDIMENT TRANSPORTED FROM THE SITE TO THE WATER QUALITY/DETENTION PONDS.
 - TEMPORARY EROSION CONTROL TO BE REMOVED BY THE CONTRACTOR AFTER THE PERMANENT VEGETATION IS ESTABLISHED.

BURLESON TRACT - PHASES 1, 5-8
TREE REMOVAL REQUEST

TREE PROTECTION PLAN

NO.	REVISIONS	DESCRIPTION	BY	DATE

DATE: 4/20/2026

DESIGNED BY: XXX

DRAWN BY: XXX

CHECKED BY: XXX

DRAWING NAME: A140-0422 TP0.dwg

05/05/2026

Phone 512.439.4700
Fax 512.439.4716
Suite 200
Round Rock, Texas 78681

Phone 512.439.4700
Fax 512.439.4716
Suite 200
Round Rock, Texas 78681

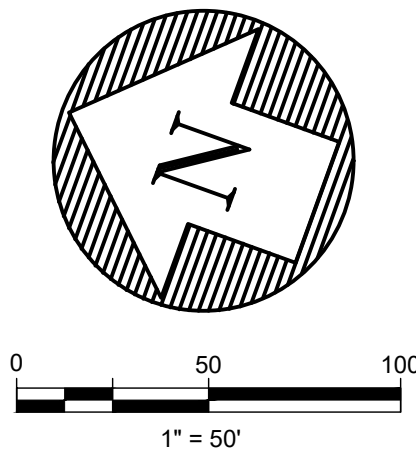
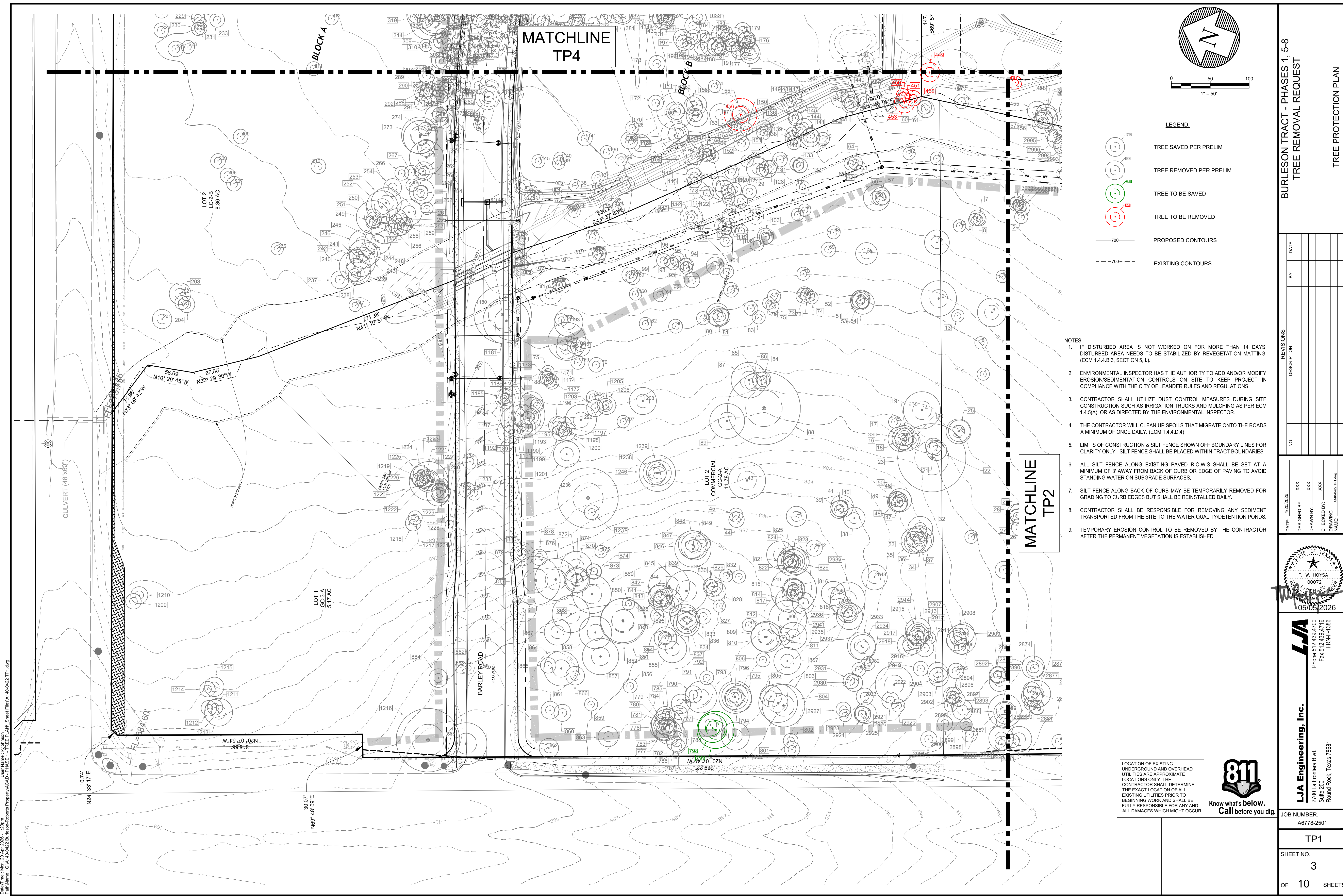
JOB NUMBER:
A6778-2501

TP0

SHEET NO.
2

OF 10 SHEETS

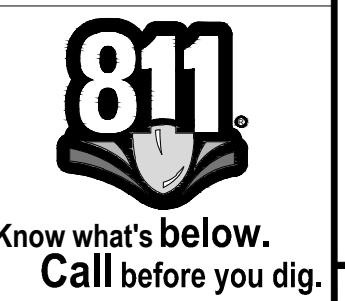
Page 159 of 274



- LEGEND:
- TREE SAVED PER PRELIM
 - TREE REMOVED PER PRELIM
 - TREE TO BE SAVED
 - TREE TO BE REMOVED
 - PROPOSED CONTOURS
 - EXISTING CONTOURS

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BURLESON TRACT - PHASES 1, 5-8
TREE REMOVAL REQUEST

NO.	REVISIONS	DESCRIPTION	BY	DATE

DATE:	4/20/2025
DESIGNED BY:	XXX
DRAWN BY:	XXX
CHECKED BY:	XXX
DRAWING NAME:	As-Built Tree Map

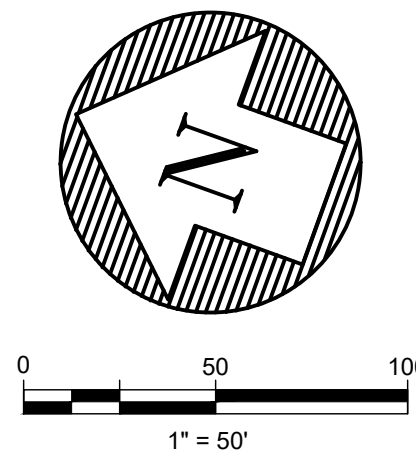
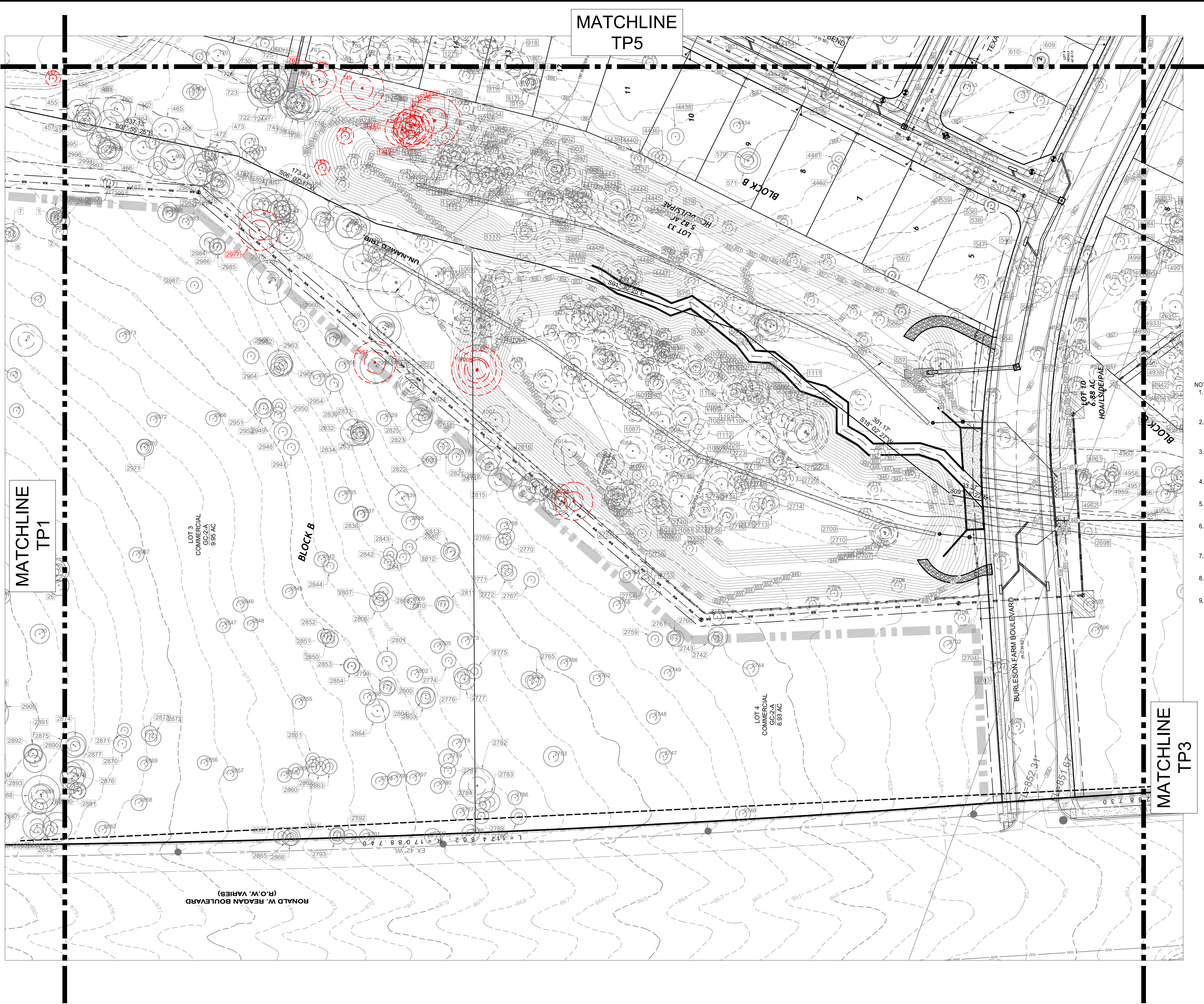
LJA Engineering, Inc.
2700 La Frontera Blvd.
Suite 200
Round Rock, Texas 78681
Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

811
Know what's below.
Call before you dig.

JOB NUMBER: A6778-2501	
TP1	
SHEET NO. 3	OF 10 SHEETS

Date/Time: Mon, 20 Apr 2025, 4:20pm
User Name: kjohnson
PathName: G:\A140-0422 Burleson-Roberts Property\ACAD - PHASE 1 - TREE PLAN, Sheet Files\A140-0422 TP1.dwg

PlotTime: Mon, 20 Apr 2026, 4:57:17pm
User Name: kjohnson
PrintName: G:\A140-0422-Burleson-Roberts-Property\ACAD-Phase 1-Tree Plan\Sheet Files\A140-0422 TP2.dwg



- LEGEND:
- TREE SAVED PER PRELIM
 - TREE REMOVED PER PRELIM
 - TREE TO BE SAVED
 - TREE TO BE REMOVED
 - PROPOSED CONTOURS
 - EXISTING CONTOURS

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BURLESON TRACT - PHASES 1, 5-8
TREE REMOVAL REQUEST

TREE PROTECTION PLAN

NO.	REVISIONS	DESCRIPTION	BY	DATE

DATE: 4/20/2026

DESIGNED BY: XXX

DRAWN BY: XXX

CHECKED BY: XXX

DRAWING NAME: A140-0422 TP2.dwg

05/05/2026

LJA Engineering, Inc.

2700 La Frontera Blvd.
Suite 200
Round Rock, Texas 78681

Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

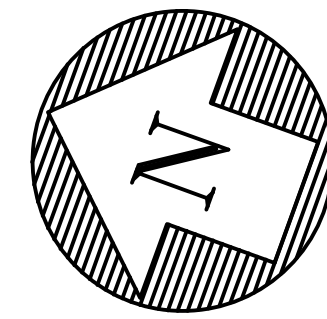
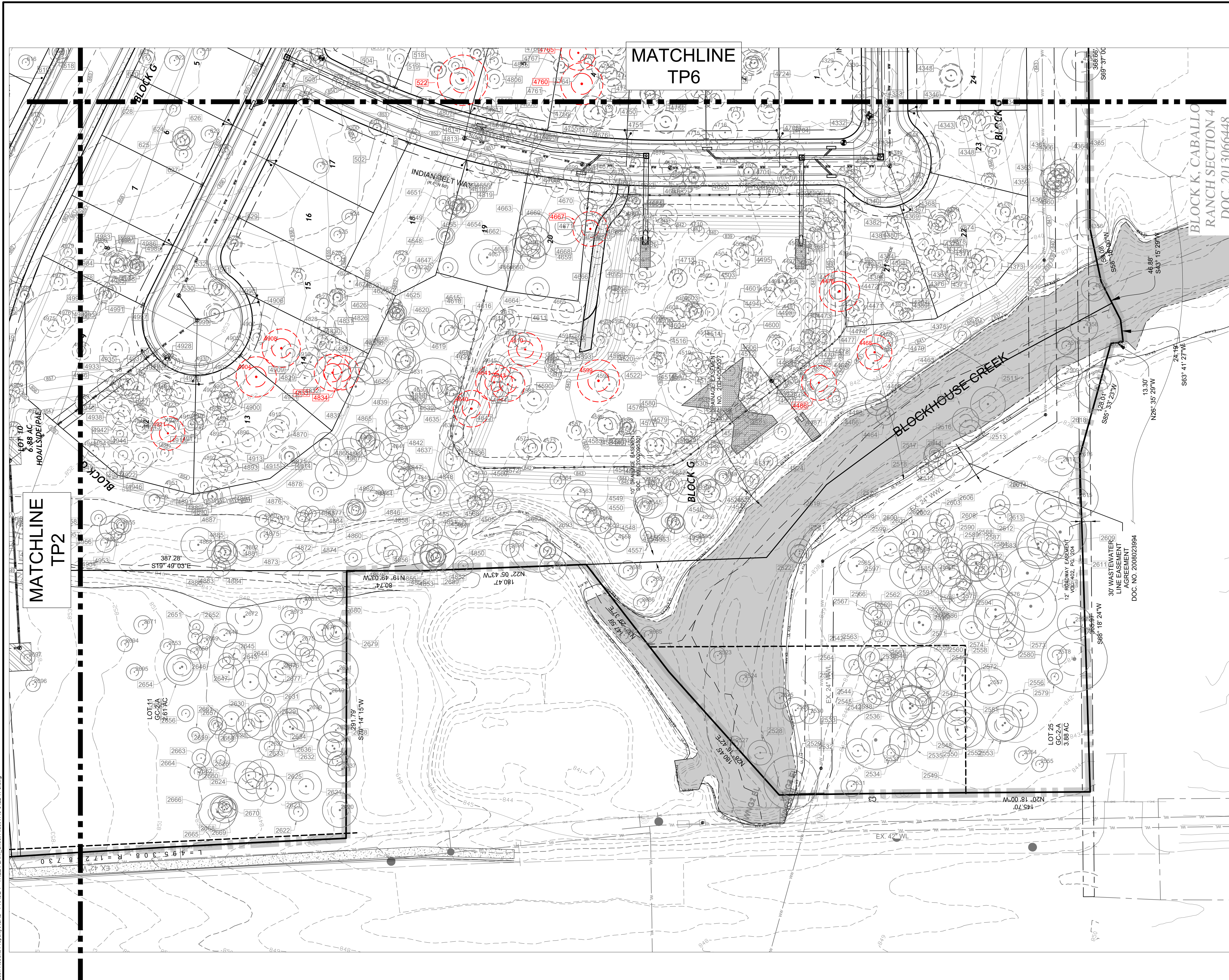
JOB NUMBER:
A6778-2501

TP2

SHEET NO.
4

OF 10 SHEETS

Page 161 of 274



LEGEND:



PROPOSED CONTOURS

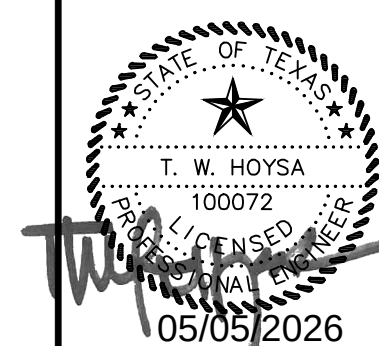
EXISTING CONTOURS

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[illegible]

DATE: 4/20/2026
DESIGNED BY: XXX
DRAWN BY: XXX
CHECKED BY: XXX
DRAWING NAME: A140-0422 TFS.dwg

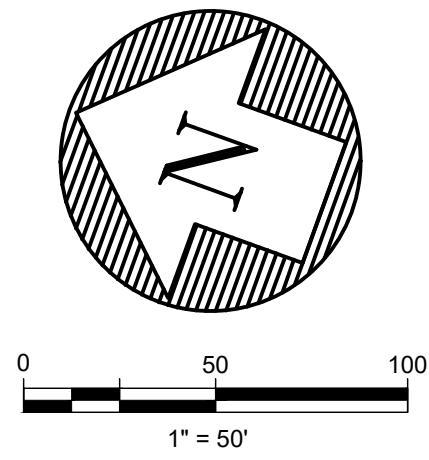
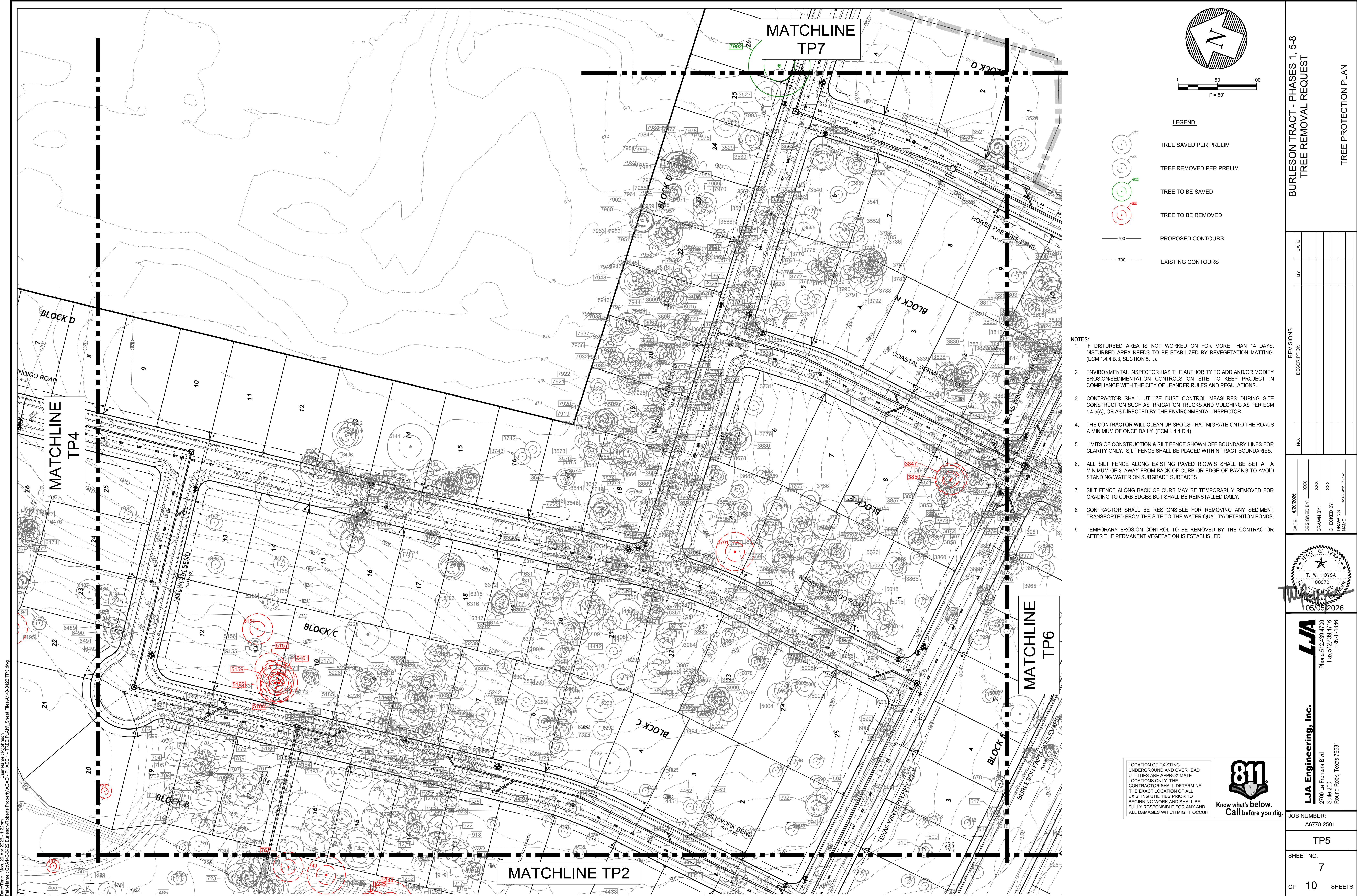


LJA Engineering, Inc.



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JOB NUMBER: A6778-2501
TP3
SHEET NO. 5
OF 10 SHEETS



- LEGEND:
- TREE SAVED PER PRELIM
 - TREE REMOVED PER PRELIM
 - TREE TO BE SAVED
 - TREE TO BE REMOVED
 - PROPOSED CONTOURS
 - EXISTING CONTOURS

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BURLESON TRACT - PHASES 1, 5-8
TREE REMOVAL REQUEST

NO.	REVISIONS	DESCRIPTION	BY	DATE

DATE: 4/20/2025
DESIGNED BY: XXX
DRAWN BY: XXX
CHECKED BY: XXX
DRAWING NAME: A:\04\22 TP5.dwg

05/05/2026

LJA Engineering, Inc.
2700 La Frontera Blvd.
Suite 200
Round Rock, Texas 78681
Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

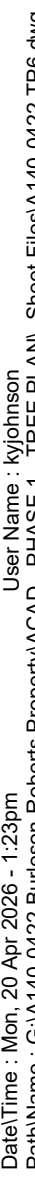
JOB NUMBER:
A6778-2501

TP5

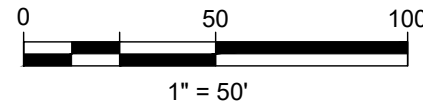
SHEET NO.
7

OF 10 SHEETS

PrintTime: Mon, 20 Apr 2025, 4:20pm User Name: kjohnson PathName: G:\A\04\22 Burleson-Roberts Property\ACAD - PHASE 1 - TREE PLAN\Sheet Files\A14\0422 TP5.dwg Page 164 of 274



MATCHLINE

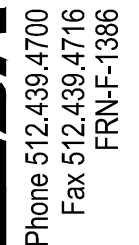
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TREE TO BE REMOVED

EXISTING CONTOURS

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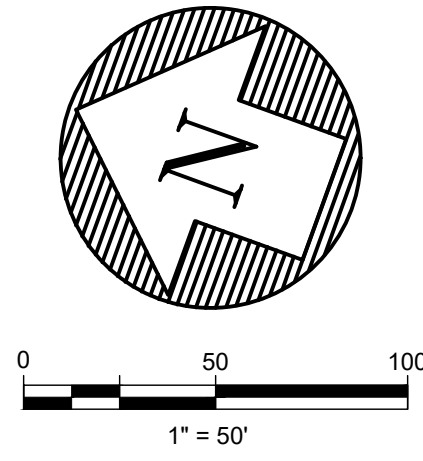
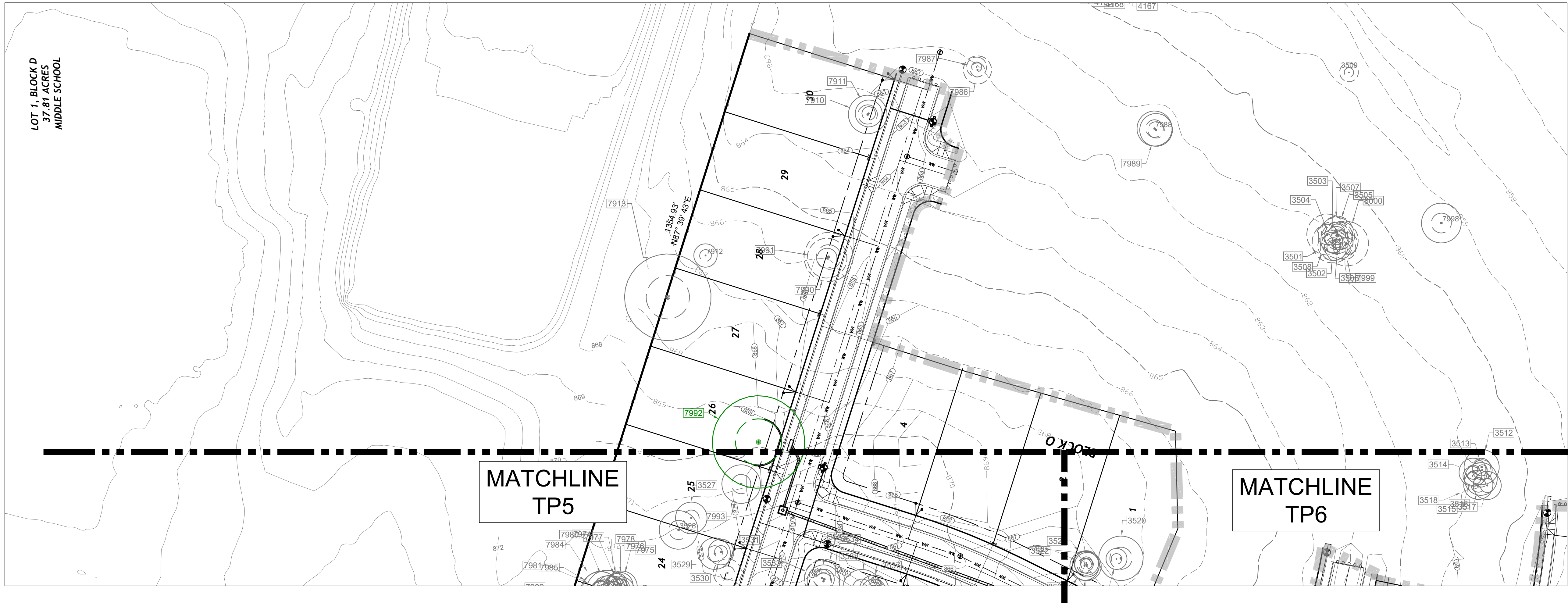
A6778-2501

8

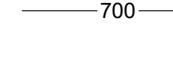
OF 10 SHEETS

PlotTime: Mon, 20 Apr 2026, 1:06pm
User Name: kchris
PathName: G:\A140-0422 Burleson-Roberts Property\ACAD - PHASE 1 - TREE PLAN, Sheet Files\A140-0422 TP7.dwg

LOT 1, BLOCK D
37.81 ACRES
MIDDLE SCHOOL



LEGEND:

-  TREE SAVED PER PRELIM
-  TREE REMOVED PER PRELIM
-  TREE TO BE SAVED
-  TREE TO BE REMOVED
-  PROPOSED CONTOURS
-  EXISTING CONTOURS

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BURLESON TRACT - PHASES 1, 5-8
TREE REMOVAL REQUEST

TREE PROTECTION PLAN

NO.	REVISIONS DESCRIPTION	BY	DATE

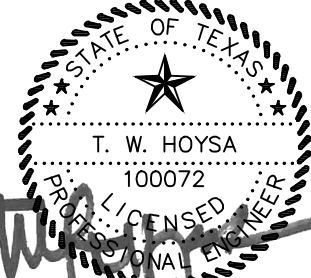
DATE: 4/20/2026

DESIGNED BY: XXX

DRAWN BY: XXX

CHECKED BY: XXX

DRAWING NAME: A140-0422 TP7.dwg



05/05/2026



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FRN-F-1386

JOB NUMBER:
A6778-2501

TP7

SHEET NO.
9

OF 10 SHEETS

Page 166 of 274

REMOVED (X)	TREE NO.	TREE TYPE	TREE CONDITION	TOTAL INCHES	REMOVED (IN)	PROTECTED (IN)	HERITAGE	REASON FOR REMOVAL
X	156	Live Oak	Fair	21	21			Grading
X	522	Live Oak	Fair	27.5	27.5		Y	Grading
X	647	Post Oak	Fair	20	20			Grading
X	749	Live Oak	Fair	24.5	24.5			Grading
X	762	Cedar Elm	Fair	19	19			Grading
	798	Live Oak	Fair	18.5		18.5		
	799	Live Oak	Fair	24		24		
X	1005	Live Oak	Fair	21.5	21.5			Grading
X	1006	Live Oak	Fair	28.5	28.5		Y	Grading
X	1024	Cedar Elm	Fair	21.5	21.5			Utilities
X	1244	Live Oak	Poor	18.5	18.5			Grading
X	1245	Live Oak	Poor	20	20			Grading
X	1246	Live Oak	Very Poor	21.5	21.5			Utilities
X	1247	Live Oak	Poor	19.5	19.5			Grading
X	1250	Cedar Elm	Good	28.5	28.5		Y	Grading
X	1267	Live Oak	Poor	19.5	19.5			Grading
X	2957	Live Oak	Fair	24	24			Utilities
X	2977	Live Oak	Fair	23	23			Utilities
X	3701	Live Oak	Fair	24.5	24.5			Grading
X	3847	Live Oak	Fair	20	20			Grading
X	3850	Live Oak	Fair	19	19			Grading
X	4183	Live Oak	Good	19.5	19.5			Lot Grading
X	4199	Post Oak	Fair	18.5	18.5			Lot Grading
X	4232	Live Oak	Fair	20.5	20.5			Lot Grading
X	4237	Post Oak	Good	23	23			Lot Grading
X	4272	Live Oak	Fair	27.5	27.5		Y	Lot Grading
X	4276	Post Oak	Fair	24	24			Lot Grading
X	4308	Post Oak	Fair	19.5	19.5			Lot Grading
X	4468	Post Oak	Fair	19	19			Lot Grading
X	4476	Post Oak	Fair	22	22			Grading
X	4486	Post Oak	Fair	19	19			Grading
X	4599	Post Oak	Fair	23	23			Grading
X	4610	Cedar Elm	Fair	18.5	18.5			Grading
X	4640	Cedar Elm	Fair	20	20			Lot Grading
X	4641	Post Oak	Fair	20	20			Lot Grading
X	4643	Post Oak	Fair	18.5	18.5			Lot Grading
X	4667	Post Oak	Fair	19	19			Lot Grading
X	4760	Post Oak	Fair	23	23			Lot Grading
X	4765	Post Oak	Fair	19	19			Lot Grading
X	4782	Post Oak	Fair	19	19			Lot Grading
X	4833	Cedar Elm	Fair	20	20			Lot Grading
X	4834	Post Oak	Fair	19	19			Lot Grading
X	4904	Post Oak	Fair	22	22			Lot Grading
X	4908	Post Oak	Fair	21	21			Lot Grading
X	4921	Post Oak	Fair	18.5	18.5			Lot Grading
X	5154	Live Oak	Fair	19.5	19.5			Lot Grading
X	5157	Live Oak	Fair	20	20			Lot Grading
X	5159	Live Oak	Good	22	22			Lot Grading
X	5161	Live Oak	Good	24	24			Lot Grading
X	5162	Live Oak	Good	23.5	23.5			Lot Grading
X	5164	Live Oak	Fair	20	20			Lot Grading
X	6496	Live Oak	Poor	21	21			Lot Grading
	7992	Live Oak	Good	39.5		39.5	Y	Grading

Color Legend:	
	Protected
	Removed Significant
	Removed Heritage
	Removed Very Poor

		Summary Table																
	Single Family Phases						Commercial						Total Trees					
Trees Surveyed	Inches	Tree Count	Protected (in.)	Protected (%)	Removed (in.)	Removed (%)	Inches	Tree Count	Protected (in.)	Protected (%)	Removed (in.)	Removed (%)	Inches	Tree Count	Protected (in.)	Protected (%)	Removed (in.)	Removed (%)
All Trees	64544.2	5042	32558.7	50.4%	31985.5	49.6%	13572.5	1117	12601	92.8%	971.5	7.2%	78116.7	6159	45159.7	57.8%	32957	42.2%
Non-Exempt (All Trees)	61404.7	4814	30908.7	50.3%	30496	49.7%	12989	1070	12062	92.9%	927	7.1%	74393.7	5884	42970.7	57.8%	31423	42.2%
Very Poor (All Trees)	3139.5	228	1650	52.6%	1489.5	47.4%	583.5	47	539	92.4%	44.5	7.6%	3723	275	2189	58.8%	1534	41.2%
8-18 (Significant)	50233.2	4428	24099.2	48.0%	26134	52.0%	10758.5	995	9876.5	91.8%	882	8.2%	60991.7	5423	33975.7	55.7%	27016	44.3%
Very Poor 8-18 (Significant)	2156.5	187	1113	51.6%	1043.5	48.4%	450	41	405.5	90.1%	44.5	9.9%	2606.5	228	1518.5	58.3%	1088	41.7%
18.1 - 25.9 (Significant)	10100	479	5565.5	55.1%	4534.5	44.9%	2176.5	102	2087.0	95.9%	89.5	4.1%	12276.5	581	7652.5	62.3%	4624	37.7%
Very Poor 18.1-25.9 (Significant)	607.5	29	318.5	52.4%	289	47.6%	106	5	106	100.0%	0	0.0%	713.5	34	424.5	59.5%	289	40.5%
26+ (Heritage)	4211	135	2894	68.7%	1317	31.3%	637.5	20	637.5	100.0%	0	0.0%	4848.5	155	3531.5	72.8%	1317	27.2%
Very Poor (Heritage)	375.5	12	218.5	58.2%	157	41.8%	27.5	1	27.5	100.0%	0	0.0%	403	13	246	61.0%	157	39.0%

Significant Tree 50% Mitigation Discount (Single Family Only):

There are 60333.2 total significant tree inches, of which 30186.6 inches can be removed without mitigation. Of this 30186.6 inches, 29336 inches are proposed to be removed * excluding trees designated as very poor. Therefore, no mitigation is required for the single family significant trees at this time.

Single Family Phase 1 Summary Table						
Trees Surveyed	Inches	Tree Count	Protected (in.)	Protected (%)	Removed (in.)	Removed (%)
All Trees	29485.5	2437	9694	32.9%	19791.5	67.1%
8-25.9 (Significant) *	28740.5	2412	9388.0	32.7%	19352.5	67.3%
Significant (Very Poor)	1318	109	545	41.4%	773	58.6%
26+ (Heritage) **	745	25	306	41.1%	439	58.9%
Heritage (Very Poor)	0	0	0	0.0%	0	0.0%

Heritage Tree Removal Fee	439 inches @\$300/inch=	\$ 131,700.00	
Heritage Tree Mitigation	439 inches @\$450/inches =	\$ 197,550.00	or 1317 inches of mitigation
Total Heritage Tree Removal Fee Estimate		\$ 329,250.00	
Heritage Tree Removal Fee - Prelim Approved	366.5 inches @\$300/inch=	\$ 109,950.00	or 1099.5 inches of mitigation
Heritage Tree Mitigation - Prelim Approved	366.5 inches @\$450/inches =	\$ 164,925.00	
Total Heritage Tree Removal Fee Estimate - Prelim Approved		\$ 274,875.00	
Remainder Heritage Tree Removal Fee	72.5 inches @\$300/inch=	\$ 21,750.00	or 217.5 inches of mitigation
Remainder Tree Mitigation	72.5 inches @\$450/inches =	\$ 32,625.00	
Remainder Total Heritage Tree Removal Fee Estimate		\$ 54,375.00	

* There is a total count of 109 (1318 inches) very poor significant trees. Of which, 58.6% are being removed without mitigation required.
 ** There is a total count of 0 (0 inches) very poor heritage trees. Of which, 0% are being removed without mitigation required.

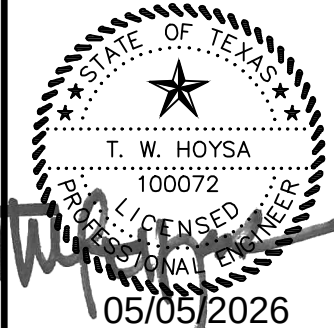
Commercial Summary Table						
Trees Surveyed	Inches	Tree Count	Protected (in.)	Protected (%)	Removed (in.)	Removed (%)
All Trees	13572.5	1117	12601	92.8%	971.5	7.2%
8-18 (Significant)	10758.5	995	9876.5	91.8%	882	8.2%
Very Poor 8-18 (Significant)	450	41	405.5	90.1%	44.5	9.9%
18.1 - 25.9 (Significant)	2176.5	102	2087.0	95.9%	89.5	4.1%
Very Poor 18.1-25.9 (Significant)	106	5	106.0	100.0%	0	0.0%
26+ (Heritage)	637.5	20	637.5	100.0%	0	0.0%
Very Poor (Heritage)	27.5	1	27.5	100.0%	0	0.0%

Proposed Total	Significant (8-18) mitigation	837.5 inches @\$150/inch=	\$ 125,625.00	or 837.5 inches of mitigation
	Significant (18.1-25.9) mitigation	60.5 inches @\$300/inch=	\$ 26,850.00	or 179 inches of mitigation
	Heritage Tree Removal Fee	0 inches @\$300/inch=	\$ 0	
	Heritage Tree Mitigation	0 inches @\$450/inches =	\$ -	or 0 inches of mitigation
	Total Tree Removal Fee & Mitigation Estimate		\$ 152,475.00	

Prelim Approved	Significant (8-18) mitigation	282 inches @\$150/inch=	\$ 42,300.00	or 282 inches of mitigation
	Significant (18.1-25.9) mitigation	60.5 inches @\$300/inch=	\$ 18,150.00	or 121 inches of mitigation
	Heritage Tree Removal Fee	0 inches @\$300/inch=	\$ 0	
	Heritage Tree Mitigation	0 inches @\$450/inches =	\$ -	or 0 inches of mitigation
	Total Tree Removal Fee & Mitigation Estimate		\$ 60,450.00	

Remainder	Significant (8-18) mitigation	555.5 inches @\$150/inch=	\$ 83,325.00	or 555.5 inches of mitigation
	Significant (18.1-25.9) mitigation	29 inches @\$300/inch=	\$ 8,700.00	or 58 inches of mitigation
	Heritage Tree Removal Fee	0 inches @\$300/inch=	\$ 0	
	Heritage Tree Mitigation	0 inches @\$450/inches =	\$ -	or 0 inches of mitigation
	Total Tree Removal Fee & Mitigation Estimate		\$ 92,025.00	

- Notes:
- Tree Survey Performed May through June of 2024.
 - Highlighted rows indicate trees proposed for removal
 - Total fees for tree mitigation and removal will be paid at construction plan approval
 - In the event of a conflict between the tree preservation/removal callouts on plan sheets versus tree removal /preservation matrix, the tree preservation/removal matrix shall apply. It is the contractor's responsibility to to verify with City Staff should any inconsistency exist within an approved plan set. No in-field changes are made to approved tree plans, no exceptions.
 - "Very Poor" indicates "dead or dying" per Arborist evaluation by Tree Mann Solutions dated June, 2024.
 - "Very Poor" Trees are included in the total per tree size category.
 - "Very Poor" Trees have been deducted from mitigation calculations for both Significant and Heritage Trees.



LJA Engineering, Inc.

2700 La Frontera Blvd.
Suite 200
Round Rock, Texas 78681

Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386

JOB NUMBER:
A6778-2501

TP8

SHEET NO.
10

OF 10 SHEETS

BURLISON TRACT - PHASES 1, 5-8
 TREE REMOVAL REQUEST

TREE PROTECTION PLAN

TREE PRESERVATION PLAN
OVERALL - SINGLE FAMILY (PHASES 1-4)
TREE CALIPER INCHES

TREE SIZE (in caliper inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" to 26"	60333.2	29664.7	49%	29336.0	49%
>26"	4211	2894	69%	1317	31%
TOTALS	64544.2	32559	50%	30653.0	47%

Very Poor
Removed

1332.5

157

TOTAL TREES

TREE SIZE (in caliper inches)	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" to 26"	4907	2392	49%	2413	49%
>26" HERITAGE	135	92	68%	43	32%
TOTALS	5042	2484	49%	2456	49%

102

5

MITIGATION PLAN: Protected & Heritage Trees

TREE SIZE (in caliper inches)	Removed (total inches)	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
>8" to 26"	28004	-	-	-	-
>26" HERITAGE	1160	-	-	3480	\$348,000

NOTES

Tree survey performed May through June of 2024.

** Very poor trees proposed for removal have been discounted in this value for mitigation calculations.

** A total of 102 very poor 8 to 26-inch trees, totaling 1332.5 inches, are proposed to be removed.

** A total of 5 very poor heritage trees, totaling 157 inches, are proposed to be removed.

There are 60333.2 total significant tree inches; of which 30166.6 inches can be removed without mitigation. Of this 30166.6inches, 29336 inches are proposed to be removed *excluding trees designated as very poor. Therefore, no mitigation is required for the single family significant trees at this time.

TREE PRESERVATION PLAN
PHASES 5-8 - COMMERCIAL
TREE CALIPER INCHES

TREE SIZE (in caliper inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" to 18"	10758.5	9876.5	92%	838	8%
>18" to 26"	2176.5	2087	96%	89.5	4%
>26"	637.5	637.5	100%	0	0%
TOTALS	13573	12601	93%	927.0	7%

Very Poor
Removed

44.5

0

0

TOTAL TREES

TREE SIZE (in caliper inches)	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
8" to 18"	995	914	92%	78	8%
>18" to 26"	102	98	96%	4	4%
>26" HERITAGE	20	20	100%	0	0%
TOTALS	1117	1032	92%	82	7%

3

0

0

MITIGATION PLAN: Protected & Heritage Trees

TREE SIZE (in caliper inches)	Removed (total inches)	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
>8" to 18"	793.0	793.0	-	-	-
>18" to 26"	89.5	-	179	-	-
>26" HERITAGE	0	-	-	0	\$0

NOTES

Tree survey performed May through June of 2024.

** Very poor trees proposed for removal have been discounted in this value for mitigation calculations.

** A total of 3 very poor 8 to 18-inch trees, totaling 44.5 inches, are proposed to be removed.

** A total of 0 very poor 18 to 26-inch trees, totaling 0 inches, are proposed to be removed.

** A total of 0 very poor heritage trees, totaling 0 inches, are proposed to be removed.

PHASE 1 - SINGLE FAMILY

TREE SIZE (in caliper inches)	TOTAL INCHES	TOTAL TREES	SAVED INCHES	SAVED TREES	SAVED INCHES %	REMOVED INCHES	REMOVED TREES	REMOVED INCHES %
8" to 18"	50233.2	4428	33472.7	2940	67%	16760.5	1488	33%
>18" to 26"	10100.0	479	7508.0	354	74%	2592.0	125	26%
SUBTOTAL 8" to 26"	60333.2	4907	40980.7	3294	68%	19352.5	1613	32%
>26"	4211.0	135	2894	92	69%	439.0	15	10%
TOTALS	64544.2	5042	43874.7	3386	68%	19791.5	1628	31%

PHASES 5-8 - COMMERCIAL

TREE SIZE (in caliper inches)	TOTAL INCHES	TOTAL TREES	SAVED INCHES	SAVED TREES	SAVED INCHES %	REMOVED INCHES	REMOVED TREES	REMOVED INCHES %
8" to 18"	10758.5	995	9876.5	914	92%	882.0	81	8%
>18" to 26"	2176.5	102	2087.0	98	96%	89.5	4	4%
SUBTOTAL 8" to 26"	12935.0	1097	11963.5	1012	92%	971.5	85	8%
>26"	637.5	20	637.5	20	100%	0.0	0	0%
TOTALS	13572.5	1117	12601.0	1032	93%	971.5	85	7%

Tree Number	1246
Survey Number	
Tree Species	Live Oak
Diameter (DBH) Single Stem	21.5
Diameter (DBH) Multi Stem	

Multi Stem

Multi Stem (Manual)	
Multi Stem (Calculated)	
Stem 1	
Stem 2	
Stem 3	
Stem 4	
Stem 5	
Condition	Very Poor
Notes	
Summary	Excessive lean SW to the point of leaning to grade and roots have uprooted and broken. Recommended for removal.

Photos



Tree Number	485
Survey Number	
Tree Species	Live Oak
Diameter (DBH) Single Stem	29.5
Diameter (DBH) Multi Stem	

Multi Stem

Multi Stem (Manual)	
Multi Stem (Calculated)	
Stem 1	
Stem 2	
Stem 3	
Stem 4	
Stem 5	
Condition	Poor
Notes	
Summary	High-poor. Single stem live oak with two main leaders, one which extends mostly upright, and another, which leans moderately SSE. There is a cavity at the junction of leaders that extends down to at least 4 feet above grade. Larger leader shows one significant storm break and the smaller leader shows one branch which has died and decayed. Rest of smaller leader retains living green foliage. Recommend continued monitoring if preserved.

Photos





Tree Number	522
Survey Number	
Tree Species	Live Oak
Diameter (DBH) Single Stem	27.5
Diameter (DBH) Multi Stem	

Multi Stem

Multi Stem (Manual)	
Multi Stem (Calculated)	
Stem 1	
Stem 2	
Stem 3	
Stem 4	
Stem 5	
Condition	Fair
Notes	fair structure & vigor
Summary	Tree has a small low limb W and a largely dead lower limb that should be removed. Otherwise it's in decent shape with a fairly tall/broad canopy and would make a decent preservation candidate.

Photos





Tree Number	1006
Survey Number	
Tree Species	Live Oak
Diameter (DBH) Single Stem	28.5
Diameter (DBH) Multi Stem	

Multi Stem

Multi Stem (Manual)	
Multi Stem (Calculated)	
Stem 1	
Stem 2	
Stem 3	
Stem 4	
Stem 5	
Condition	Fair
Notes	fair structure & vigor, 75% potential canopy
Summary	Piths of T1005 and T1006 meet, actually making it one tree and sharing a root system, but considered separate in City of Leander code. Moderate to significant lean WSW and moderate storm but otherwise minimal defects observed. Full and healthy canopy. Fair to high-fair candidate for preservation.

Photos



Tree Number	1250
Survey Number	
Tree Species	Cedar Elm
Diameter (DBH) Single Stem	28.5
Diameter (DBH) Multi Stem	

Multi Stem

Multi Stem (Manual)	
Multi Stem (Calculated)	
Stem 1	
Stem 2	
Stem 3	
Stem 4	
Stem 5	
Condition	Good
Notes	good structure & vigor, 75% potential canopy
Summary	Massive single stem cedar elm tree ish two major leaders that extend into a full and shade providing canopy. Minimal defects observed. Good candidate for preservation.

Photos



Tree Number	4272
Survey Number	
Tree Species	Live Oak
Diameter (DBH) Single Stem	27.5
Diameter (DBH) Multi Stem	

Multi Stem

Multi Stem (Manual)	
Multi Stem (Calculated)	
Stem 1	
Stem 2	
Stem 3	
Stem 4	
Stem 5	
Condition	Fair
Notes	fair structure & vigor
Summary	Tree has lost multiple smaller limbs on the NW side of its canopy (likely ice accumulation from 2 years ago) creating a hole in an otherwise full/nice canopy; would be good overall if not for that. It is still a decent preservation candidate after mitigation work to clean it up. Low limbs/branches E through N.

Photos





Burleson Tract

Riverside Resources
Journey Parkway, Leander, TX

Thank you for the opportunity to serve you on this task. Tree identification, measurement, inspection, and arboriculture consultation were performed by a board-certified master arborist team who through related training and experience are familiar with the techniques and equipment used in such operations.

Summary:

Tree Mann Solutions inspected 6159 trees across the approximate 290-acre site. The majority of the trees inspected are smaller live oaks of fair or better condition. While heritage and larger significant trees are in highest concentration on the eastern side of the property, they are also sprinkled throughout. Several larger and more impressive Ashe junipers were inventoried as a suggestion, but not included in the mitigation calculations.

Assignment:

Tree Mann Solutions to locate, tag, flag, and assess hardwood trees 8" in diameter and larger within the provided boundary. TMS to tag w/ medallion, ribbon, and geo-locate to within ~60cm accuracy. Tree diameter breast height (DBH @ 48" per City of Leander code), species, GPS location within ~60cm accuracy*, and condition rating with supportive notes to be provided. Deliverable to be summary report, excel tree list with data and links to individual tree reports with photos of each tree, and .csv point file in PNEZD format for import into design software by others (no exhibit provided).

Analysis:

Significant trees 8-17.9" are shown in light green. Larger significant trees >18"-<26" are shown in light yellow. Heritage trees 26" and larger are shown in light red. Trees in *good* condition have *italicized* text. Fair condition trees have no special markings. **Poor** condition trees have **bolded text**. Trees found to be in **very poor** condition have **red text**. An excerpt from the inventory can be seen below:

					High-poor. Single stem live oak with two main leaders, one which extends mostly upright, and another, which leans moderately SSE. There is a cavity at the junction of leaders that extends down to at least 4 feet above grade. Larger leader shows one significant storm break and the smaller leader shows one branch which has died and decayed. Rest of smaller leader retains living green foliage. Recommend continued monitoring if preserved.	https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=25a1447a-2045-4000-9ef4-50bd63a7c710
485	Live Oak	29.5	Poor			https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=25032e82-cdd6-4abc-aa1-e0aad0bc9dc9
486	Cedar Elm	11	Fair	fair structure & vigor, 50% potential canopy		https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=93a84468-144b-4d7a-bd5a-7bd1fb86e5b5
487	Cedar Elm	11	Fair	fair structure & vigor, 50% potential canopy		https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=e6acac9d-86eb-4536-b2ba-c734895a9295
488	Live Oak	25.5	Fair	fair structure & vigor, 50% potential canopy	Large live oak with three main leaders all leaning in different directions. Minimal dead wood in lower canopy but otherwise minimal defects observed. Fair candidate for preservation.	https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=350339dd-9506-4271-9409-27fc320409bc
489	Live Oak	14.5	Fair	fair structure & vigor, 50% potential canopy	Significant lean E.	https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=1ea5370e-0ae3-431c-822d-516cd0695535
490	Cedar Elm	11.5	Fair	fair structure & vigor, 50% potential canopy		https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=57d1241-0f63-464b-be1f-c82e3d7a7d46
491	Live Oak	11	Fair	fair structure & vigor, 50% potential canopy	Significant lean E.	https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=e48cf164-6idd-40a4-9f83-6dca2afac6b5
492	Live Oak	13	Fair	fair structure & vigor, 50% potential canopy	Significant lean N.	https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=cdbd6a061-03f3-4fe8-9816-4a6a33e3caa2
493	Live Oak	14	Fair	fair structure & vigor, 50% potential canopy		https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=617ce9cd-8c6a-4060-abf6-edc67be31dc
494	Live Oak	13.5	Fair	fair structure & vigor, 50% potential canopy	Significant lean WNW.	https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=8dad5d03-e1fa-4ebc-a589-5543f3be68fb
495	Live Oak	21.5	Fair	fair structure & vigor, 50% potential canopy	Single stem live oak with two main leaders and a decent canopy. Fair candidate for preservation.	https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=47ac6b3e-42ea-4dba-8362-dc02672ac33
496	Live Oak	33	Fair	fair structure & vigor, 50% potential canopy	Massive live oak growing upright with two leaders that extend into a mostly healthy canopy. There is some dead wood in the canopy that is recommended to be pruned. Fair candidate for preservation.	https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=4b4e1b54-850b-46af-ad7a-23c713f62e09
497	Live Oak	13	Fair	fair structure & vigor, 50% potential canopy		https://tulumapp.io/run/53da7710-4ff3-487a-a774-e0fa30e65577?token=8b4c3c838488c9e46f718&record_id=6926e671-9e70-4e44-aa89-ebd8cbe1b7c0
498	Cedar Elm	18	Very Poor		Cavity that extends from base up to as far as is reachable (at least 8 feet). There are included unions as well, and almost no living green canopy observed. Decay also observed in the canopy. Tree is in spiral of mortality and recommended for removal.	

Observations: (All percentages are rounded to the nearest 5%):

- Tree Mann Solutions inspected 6159 trees across the site:
 - *Species composition*: 65% live oaks, 20% cedar elms, 5% post oaks, a little less than 5% pecan, and a little less than 5% red oak. Otherwise the site boasts an impressive biodiversity with American elm, Ashe juniper, black walnut, black willow, green ash, gum Bumelia, honey locust, shin oak, Western soapberry, and more.
 - *Size classes*: over 85% of the specimens are from 8-17.9", 10% are from 18-25.9", and less than 5% are 26"+.
 - *Condition*: over 90% are in fair condition, about 5% in poor condition, and less than 5% are in very poor condition.
- At least 50% of the site is covered in Ashe juniper (unregulated).
- The highest concentration of heritage trees is found in the NE quadrant, however there are heritage specimens throughout the property. Some of the most notable are mentioned below:
 - **T3408** (35" Pecan): Excellent. Massive pecan with numerous main leaders that extend up and out into a healthy, green and shade providing canopy. There are very little instances of limb drop, which is exceptional compared to other trees of this species. Excellent candidate for preservation.
 - **T5873** (54.5" Live Oak): Excellent. Single stem Live Oak with 3 main leaders; Great canopy coverage extending in all directions with one large low hanging codominant leader. It has minor damage & large deadwood. With pruning and ground clearance it is an excellent tree for preservation.
 - **T1180** (37" Live Oak): Good. Massive single stem live oak with 2-3 main leaders that extend into a healthy and extensive canopy that provides shade. Good candidate for preservation.
 - **T2090** (30.5" American elm): Good. Single stem American elm with two main leaders. Union at junction of leaders, however, this union appears to be strong for the time being. Moderate storm damage and an extremely full canopy. This tree provides ample shade and is a good to excellent candidate for preservation.
 - **T3432** (32" Pecan): Good. Massive pecan with two main leaders that extended into a full canopy. Moderate limb dropping and significant vine cover that is recommended to be removed if preserved, but otherwise minimal defects observed. Good candidate for preservation.
- TMS recommends a comprehensive care plan for any preserved trees within the limits of construction that are close to impacts to help promote health and longevity well beyond the scope of the project.



Approximate location of assessed trees

GREEN are significant trees 8-17.9"; ORANGE are larger significant trees 18-25.9"; RED are heritage

Conclusion:

Out of the 6159 trees inspected, most are fair or better condition live oaks of smaller size (8-17.9"). Additionally, TMS identified 667 larger significant trees (18-25.9") and 148 heritage sized trees (<26"+). There are more than adequate specimens to choose that will produce beautiful preservation results. It should be mentioned that riparian species like black willow and green ash are unlikely to do well should drainage patterns be diverted away from their root system. Lastly, at least 50% of the overall canopy cover of this property is made up of Ashe juniper. While not a regulated species in Leander, it is a tough species that can survive with little water and provide much needed shade. Biodiversity strengthens the broader tree community of an area. There are many preservation candidates across the site if convenient with site design and project goals.

- TMS recommends preservation of the larger, better-condition trees, investment of tree mitigation fees into thorough care plans for existing trees preserved on site, and thoughtful design for tree replacement with good-quality mitigation trees that will thrive for decades to come.
- Links are included on the spreadsheet to individual tree reports with photos.

TMS always endorses designing with good data, maintaining compliance with municipal tree regulations, and promoting healthy urban canopy through quality preservation and/or mitigation with new, well-planned plantings. If you have any questions and/or concerns regarding tree inventory on this site, please contact me at (512)809-3174 and sydney@treemannsolutions.com or Joe Zaniwski at (512)470-9073 and joe@treemannsolutions.com. We are here to help promote smart planning, aid efficient permitting, and ensure quality urban tree canopy preservation!

Respectfully,



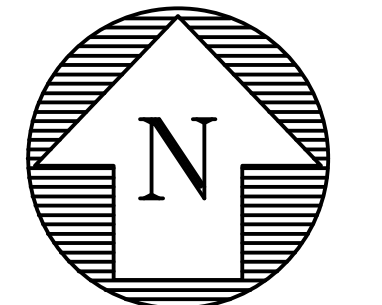
Sydney Dwoskin | Project Arborist

Tree Mann Solutions, LLC

ISA Certified Arborist TX-5083A

Drawn: J. L. J. Date: 03/03/2026 Time: 11:33am
User: J. L. J. Path: \\LJA\Projects\Burlington\Burlington\140-0417 - TREE PLAN\EXHIBIT.dwg
Print Name: G:\140-0417 Burlington\Burlington\140-0417 - TREE PLAN\EXHIBIT.dwg

LJA Engineering, Inc.
2700 La Frontera Blvd.
Suite 200
Round Rock, Texas 78681
Phone 512.439.4700
Fax 512.439.4716
FRN-F-1386



0 200 400
1" = 200'

LEGEND:

- TREE SAVED PER PRELIM
- TREE REMOVED PER PRELIM
- TREE TO BE SAVED
- TREE TO BE REMOVED
- PROPOSED CONTOURS
- EXISTING CONTOURS
- GRADED AREA ≥ 6" CUT/FILL

**BURLISON PHASE 1
GRADING EXHIBIT**

3/3/2026



EXECUTIVE SUMMARY
7/16/2026

AGENDA SUBJECT:

Discuss and consider action regarding Tree Removal Case TRP-25-0050 regarding the removal of one (1) Heritage Tree associated with the Suds Deluxe Car Wash, generally located at 675 Kauffman Loop, Leander, Williamson County, Texas.

BACKGROUND:

This request is the final step in the tree removal permit process. The applicant has submitted a request to remove four (4) Significant Trees and one (1) Heritage Tree. Per the applicant, the tree removals are necessary due to the proposed building pad site and drive aisles. The applicant is requesting the tree removals to be approved at this time so that they may prepare site development plans. The site development for the Suds Deluxe Car Wash has not been reviewed for compliance at this time.

TREE PRESERVATION ORDINANCE

Per Subdivision Ordinance, Article II, Section 22 (3)(iii)(d)(2), removal of Significant Trees greater than eighteen (18) caliper inches requires the approval of the Planning & Zoning Commission.

Heritage Trees may be removed only with the approval of a Tree Removal Permit and after the required mitigation has been approved. The Planning & Zoning Commission shall review all applications for Heritage Tree removal permits and make a recommendation for approval or denial to the City Council, which shall have final authority to issue the permit.

The Subdivision Ordinance includes the following tree mitigation requirements:

- Up to 50% percent of the caliper inches of Significant Trees between eight (8) and 26 caliper inches may be removed without mitigation for single-family and two-family subdivisions.
- Up to 50% percent of the caliper inches of Significant Trees between eight (8) and 18 caliper inches may be removed without mitigation for subdivisions other than single-family and two-family.
- Mitigation shall be required at a 1:1 caliper inch basis for Significant Trees between eight (8) and 18 caliper inches.
- Mitigation shall be required at a 2:1 caliper inch basis for Significant Trees greater than 18 caliper inches and less than 26 caliper inches.
- Mitigation shall be required at a 3:1 caliper inch basis for Heritage Trees and a mitigation fee in the amount of \$300.00 per caliper inch removed.
- Mitigation may be achieved through credit of existing trees on site, replacement trees planted on-site, or payment in-lieu of replacement trees. If payment in-lieu of replacement trees is approved by the Planning Director, the fee shall be equal to \$150.00 per caliper inch of replacement tree.

SIGNIFICANT TREE REMOVAL – PLANNING & ZONING COMMISSION CONSIDERATION:

Action was taken by the Planning & Zoning Commission on June 25, 2026 regarding Significant Trees. The

Commission approved the request. No additional action is required by the City Council for Significant Tree removal. City Council will take final action on the proposed Heritage Tree removal.

HERITAGE TREE REMOVAL – COUNCIL CONSIDERATION:

There are four (4) Heritage Trees and the applicant is proposing to remove one (1) tree. Heritage Tree 9434 is a 26.5-caliper inch Post Oak tree in fair condition. This tree is located in the middle of the property and affects the proposed parking area. Per the arborist report, both trees have preservation potential should they align with the development of the property.

As part of this request, the following mitigation will be required for the Heritage Tree removal request:

- Heritage Tree removal fee in the amount of \$7,950 based off the removal of 26.5 caliper inches at a rate of \$300.00 per inch.
- Replacement Trees required at a 3:1 ratio for a total of 79.5 inches. The applicant is proposing to pay a fee in lieu in the amount of \$11,925.00.

Please find proposed tree preservation associated with this request.

PROPERTY BOUNDARY TREES						
Point No.	Tree Size (")	Tree Description	Remain (")	Remove (")	Tree Designation	Reason For Tree Removal
9377	29.5	Post Oak	29.5		HERITAGE (26"+)	
9381	9.5	Post Oak		9.5	SIGNIFICANT (8"-18")	LOCATED IN DRIVE AISLE
9421	28	Post Oak	28		HERITAGE (26"+)	
9422	35	Post Oak	35		HERITAGE (26"+)	
9434	26.5	Post Oak		26.5	HERITAGE (26"+)	LOCATED IN PARKING AREA
9435	15	Post Oak	15		SIGNIFICANT (8"-18")	
9436	22	Post Oak	22		SIGNIFICANT (19"-26")	
9464	21	Post Oak	21		SIGNIFICANT (19"-26")	
9464.1	21.5	Post Oak	21.5		SIGNIFICANT (19"-26")	
9465	26	Post Oak		26	SIGNIFICANT (19"-26")	LOCATED IN WASH TUNNEL BLDG. FOOTPRINT
9486	8.5	Live Oak		8.5	SIGNIFICANT (8"-18")	LOCATED IN CLOSE PROXIMITY TO DRIVE AISLE
9487	10	Elm		10	SIGNIFICANT (8"-18")	LOCATED IN DRIVE AISLE

TREE CALIPER INCHES					
TREE DESIGNATION	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
SIGNIFICANT (8"-18")	43	15	35%	28	65%
SIGNIFICANT (19"-26")	90.5	64.5	71%	26	29%
SUBTOTAL (8"-26")	133.5	79.5	60%	54	40%
HERITAGE (26.5"+)	119	92.5	78%	26.5	22%
TOTALS	252.5	172	68%	80.5	32%

TOTAL TREES					
TREE DESIGNATION	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
SIGNIFICANT (8"-18")	4	1	25%	3	75%
SIGNIFICANT (19"-26")	4	3	75%	1	25%
SUBTOTAL (8"-26")	8	4	50%	4	50%
HERITAGE (26.5"+)	4	3	75%	1	25%
TOTALS	12	7	58%	5	42%

As part of this request, the following mitigation will be required for the tree removal.

MITIGATION PLAN					
TREE DESIGNATION (in caliper inches)	>50% REMOVAL	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
SIGNIFICANT (8"-18")	6.50	6.50			\$975.00
SIGNIFICANT (19"-26")			52		\$7,800.00
HERITAGE (26"+)				79.5	\$11,925.00
(26.5") HERITAGE TREE REMOVAL FEE (\$300/INCH)					\$7,950.00
*(0.0") UNDERSIZED TREE INCHES APPLIED TO MITIGATION (-\$150/INCH)					\$0.00
*(0.0") OVERAGE PRESERVATION FROM SIGNIFICANT 8"-18" (-\$150/INCH)					\$0.00
(0.0") REPLACEMENT TREE INCHES APPLIED TO MITIGATION (-\$150/INCH)					\$0.00
TOTAL FEE AMOUNT					\$28,650.00
* Existing trees used for mitigation credits shall not be applied to landscaping requirements.					

The total fee for the tree removal request is \$28,650.00 and will be applied to the associated site development. Fee payment is required prior to the issuance of the site development permit.

GENERAL INFORMATION:

Current Zoning: 675 Kauffman Loop PUD (Planned Unit Development with a base zoning district of GC-2-A (General Commercial)).

Size and Location: This property is generally located at 675 Kauffman Loop, including approximately 1.6 acres.

Surrounding Area: This property is located within the 675 Kauffman Loop commercial development located south of State Highway 29. The property is located north of the proposed townhome development.

Physical and Natural Features: This property contains little tree coverage. There is no floodplain.

HISTORY/TIMELINE:

08/28/2025 – TRP-25-0040 Tree Removal Permit Approved

03/04/2026 – SD-24-0282 Phase 1 Shared Improvement Site Development Issued

06/25/2026 – Planning and Zoning, Approved

APPLICANT/AGENT:

Green Arrow Development (Shahan Bhaidani) on behalf of 675 Kaufman, LP (Richard Gary)

RECOMMENDATION:

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

1. Approve the tree removal request;
2. Deny the tree removal request; or
3. Propose an alternative plan that includes saving additional trees

Staff recommends Option 1 listed above – Approve the tree removal request. This would allow the applicant to remove the trees with an approved Suds Deluxe Car Wash site development permit that generally conforms to the proposed site plan. This recommendation is based on the location of the proposed tree removals and the preservation of Heritage trees on site.

During the meeting of June 25, 2026, the Planning & Zoning Commission approved the request to remove the Significant Trees and recommended approval of the removal of the Heritage Tree.

PRESENTER:

Fiscal Impact

Attachments:

1. Att 1 Letter of Intent - Suds Deluxe Car Wash
2. Att 2 Location Map - Suds Deluxe Car Wash
3. Att 3 Aerial Map - Suds Deluxe Car Wash
4. Att 4 Tree Removal Exhibit - Suds Deluxe Car Wash
5. Att 5 Tree Field Data - Suds Deluxe Car Wash
6. Att 6 P & Z Minutes



January 16, 2025

City of Leander
Development Services
201 N. Brushy Street
Leander, TX 78641

Re: Tree Removal Application Letter of Intent for Suds Deluxe Carwash

To Whom It May Concern:

Green Arrow Capital, LLC is preparing to develop a Suds Deluxe Carwash on Lot 4, Block B (1.6 AC.) at 675 Kauffman Loop and is seeking approval to remove Four (4) Significant trees (8"-26" and one (1) Heritage tree (>26") from the property. Existing trees are located within the building pad site and drive isles.

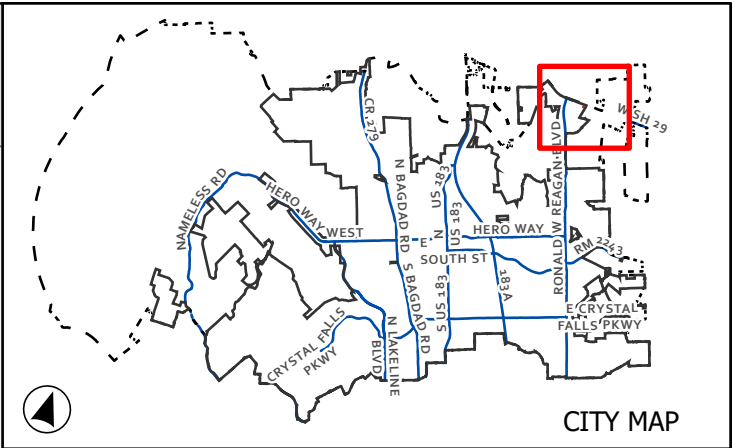
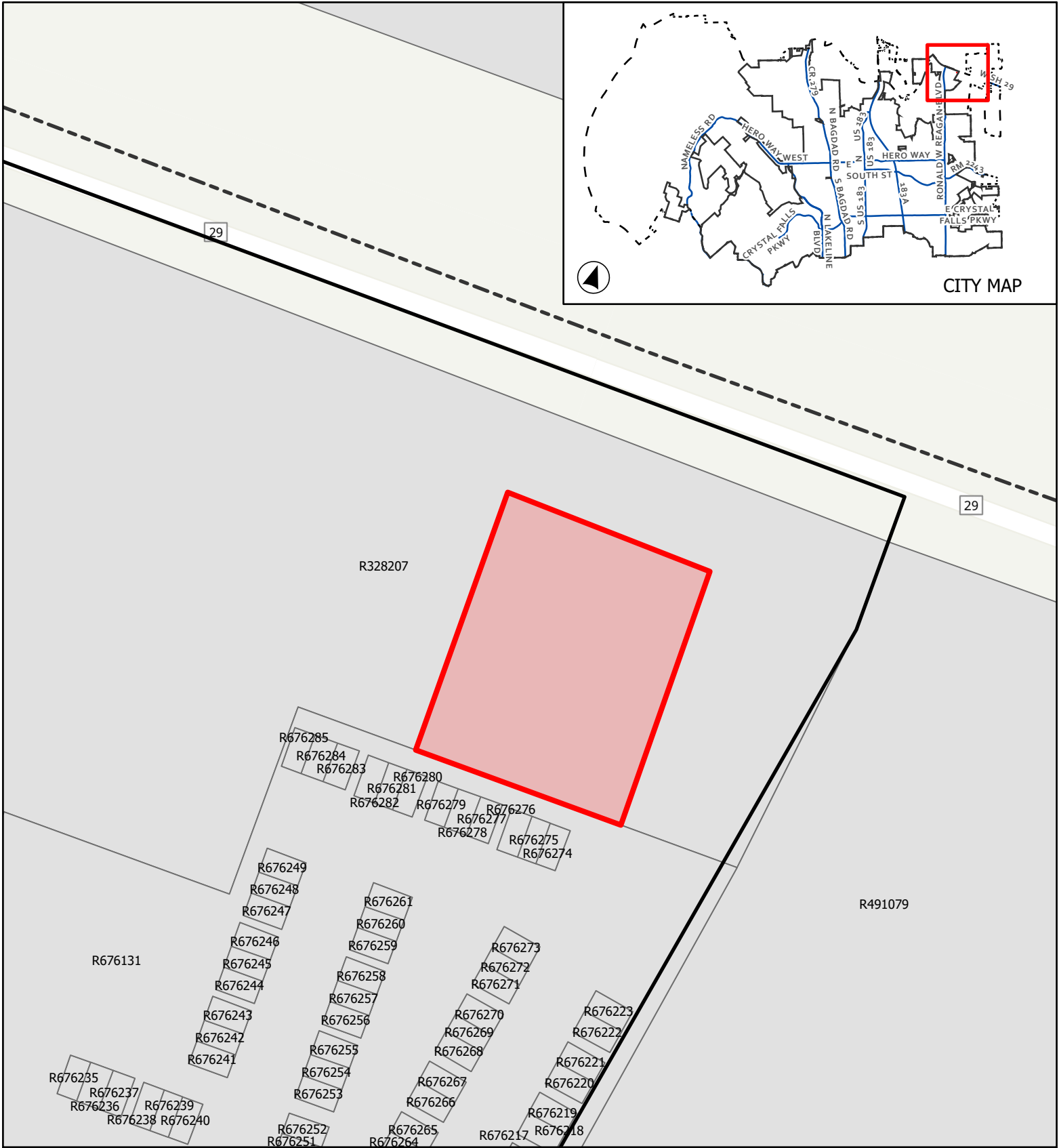
For your review, we are providing a tree survey (tree removal plan) identifying trees proposed for removal, photographs of existing trees in question, tree mitigation plan, and a completed TRP checklist.

If you should have any questions, please do not hesitate to be contact me at ph.: (210) 821-6570 or email: jasonl@cooper-lochte.com.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Lochte'.

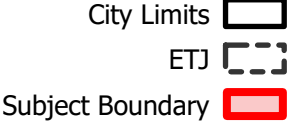
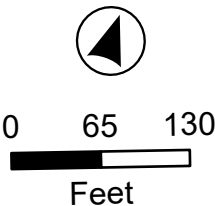
Jason S. Lochte, RLA
President

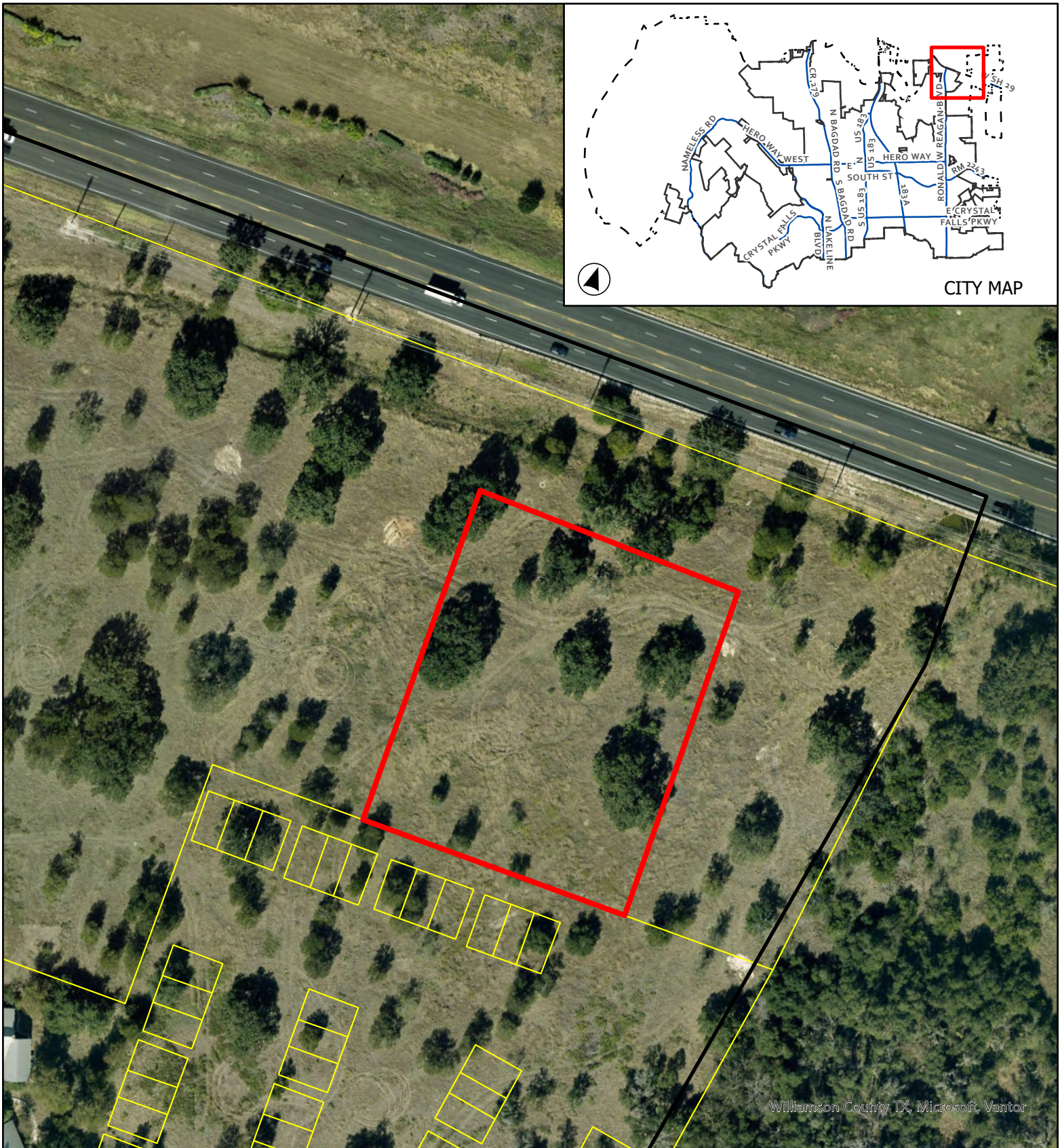


CASE: TRP-25-0050 ATTACHMENT 2 SUDS DELUXE CAR WASH

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.





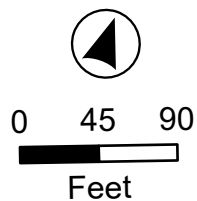
CASE: TRP-25-0050

ATTACHMENT 3

SUDS DELUXE CAR WASH

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 

Date: May 12, 2026 9:57am User: JD: Jason Lochte
File: P:\COOPER-2025\25-014_Suds-Leander-Design-Drawings\25-014_Suds-Leander-TR.dwg

PROPERTY BOUNDARY TREES						
Point No.	Tree Size (")	Tree Description	Remain (")	Remove (")	Tree Designation	Reason For Tree Removal
9377	29.5	Post Oak	29.5		HERITAGE (26"+)	
9381	9.5	Post Oak		9.5	SIGNIFICANT (8"-18")	LOCATED IN DRIVE AISLE
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9464	21	Post Oak	21		SIGNIFICANT (19"-26")	
9464.1	21.5	Post Oak	21.5		SIGNIFICANT (19"-26")	
9465	26	Post Oak		26	SIGNIFICANT (19"-26")	LOCATED IN WASH TUNNEL BLDG. FOOTPRINT
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9487	10	Elm		10	SIGNIFICANT (8"-18")	LOCATED IN DRIVE AISLE

DEVELOPER TREE REMOVAL BY SEPARATE PERMIT (EXCLUDED FROM CALCS.) SD-24-0282 & TRP-25-0040					
Point No.	Tree Size (")	Tree Description	Remain (")	Remove (")	Tree Designation
9378	24.5	Post Oak		X	VERY POOR
9379	22	Post Oak		X	VERY POOR
9380	22	Post Oak		X	SIGNIFICANT (19"-26")

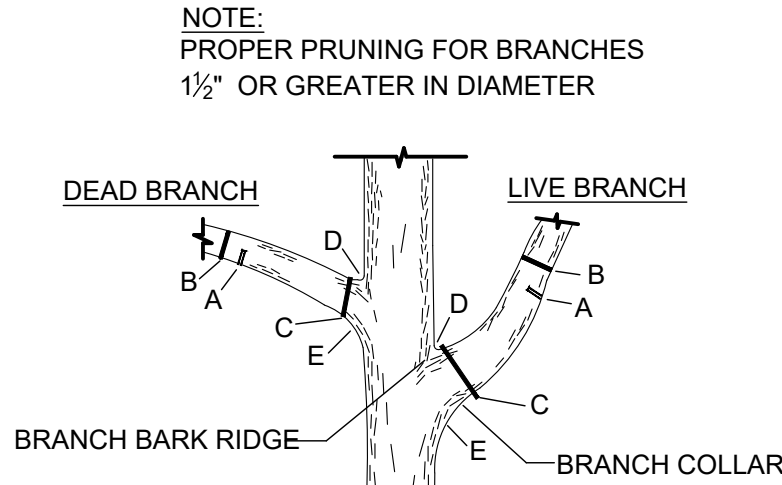
THE BELOW TREE PRESERVATION & MITIGATION SUMMARY INCLUDES ONLY TREES LOCATED WITHIN THE PROPERTY BOUNDARY. R.O.W., OFF-SITE, & DEVELOPER REMOVED TREES ARE EXCLUDED FROM THE SUMMARY CHART.

TREE CALIPER INCHES					
TREE DESIGNATION	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
SIGNIFICANT (8"-18")	43	15	35%	28	65%
SIGNIFICANT (19"-26")	90.5	64.5	71%	26	29%
SUBTOTAL (8"-26")	133.5	79.5	60%	54	40%
HERITAGE (26.5"+)	119	92.5	78%	26.5	22%
TOTALS	252.5	172	68%	80.5	32%

TOTAL TREES					
TREE DESIGNATION	TOTAL TREES	SAVED TREES	SAVED TREES %	REMOVED TREES	REMOVED TREES %
SIGNIFICANT (8"-18")	4	1	25%	3	75%
SIGNIFICANT (19"-26")	4	3	75%	1	25%
SUBTOTAL (8"-26")	8	4	50%	4	50%
HERITAGE (26.5"+)	4	3	75%	1	25%
TOTALS	12	7	58%	5	42%

MITIGATION PLAN					
TREE DESIGNATION (in caliper inches)	>50% REMOVAL	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
SIGNIFICANT (8"-18")	6.50	6.50			\$975.00
SIGNIFICANT (19"-26")			52		\$7,800.00
HERITAGE (26"+)				79.5	\$11,925.00
(26.5") HERITAGE TREE REMOVAL FEE (\$300/INCH)					\$7,950.00
*(0.0") UNDERSIZED TREE INCHES APPLIED TO MITIGATION (-\$150/INCH)					\$0.00
*(0.0") OVERAGE PRESERVATION FROM SIGNIFICANT 8"-18" (-\$150/INCH)					\$0.00
(0.0") REPLACEMENT TREE INCHES APPLIED TO MITIGATION (-\$150/INCH)					\$0.00
TOTAL FEE AMOUNT					\$28,650.00
* Existing trees used for mitigation credits shall not be applied to landscaping requirements.					

TREE SURVEY VERIFICATION DATE:
MARCH 8, 2025

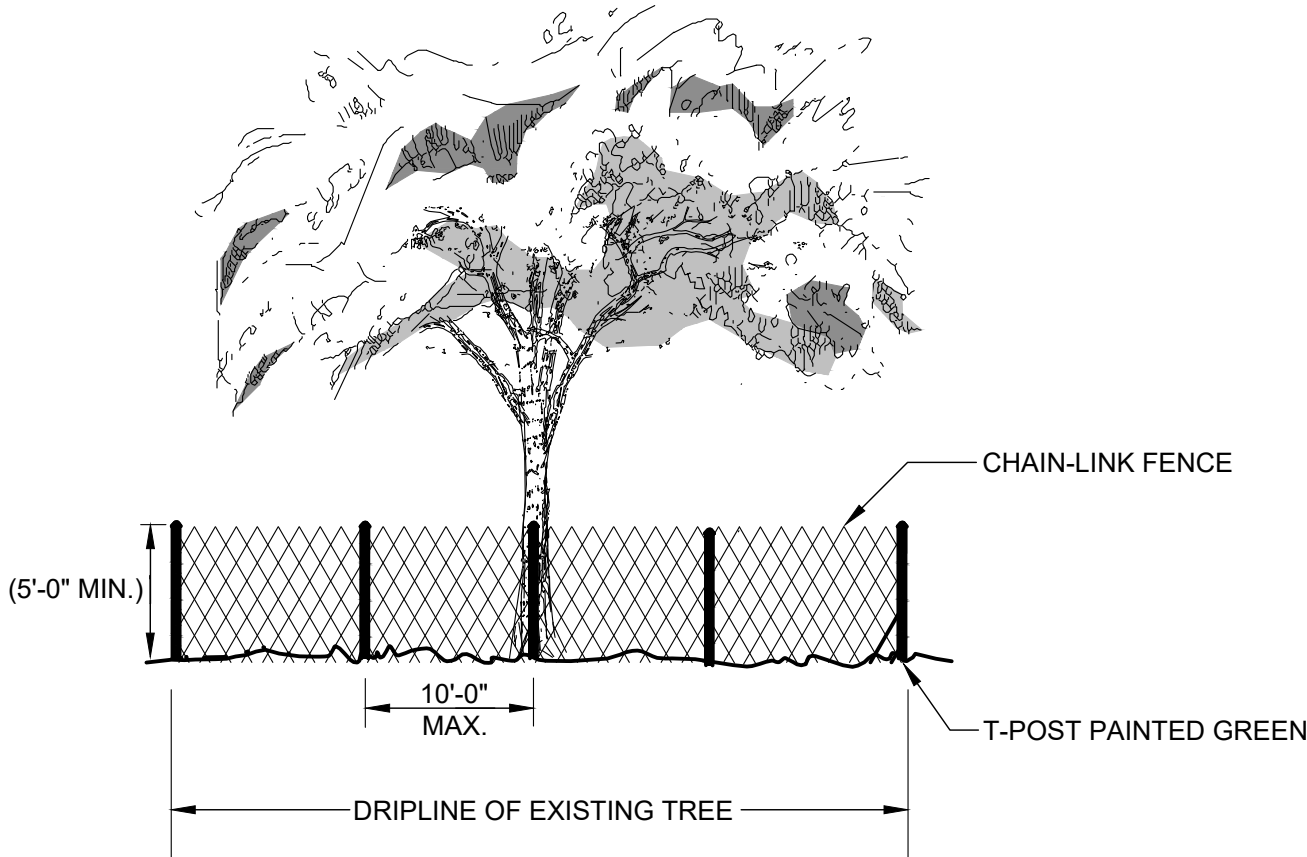


- FIRST CUT - TO PREVENT BARK FROM BEING PEELED WHEN BRANCH FALLS.
- SECOND CUT - TO REDUCE THE WEIGHT OF THE BRANCH.
- FINAL CUT - ALLOW FOR HEALING COLLAR, BUT NO STUBS.
- BRANCH RIDGES - INDENT PROPERLY BRANCH RIDGES WHICH ARE A SITE FOR DECAY.
- DO NOT CUT FROM D TO E.

FOR OAKS ONLY: PAINT ALL WOUNDS OR CUTS WITH PRUNING PAINT WITHIN 20 MINUTES TO PREVENT THE SPREAD OF OAK WILT.

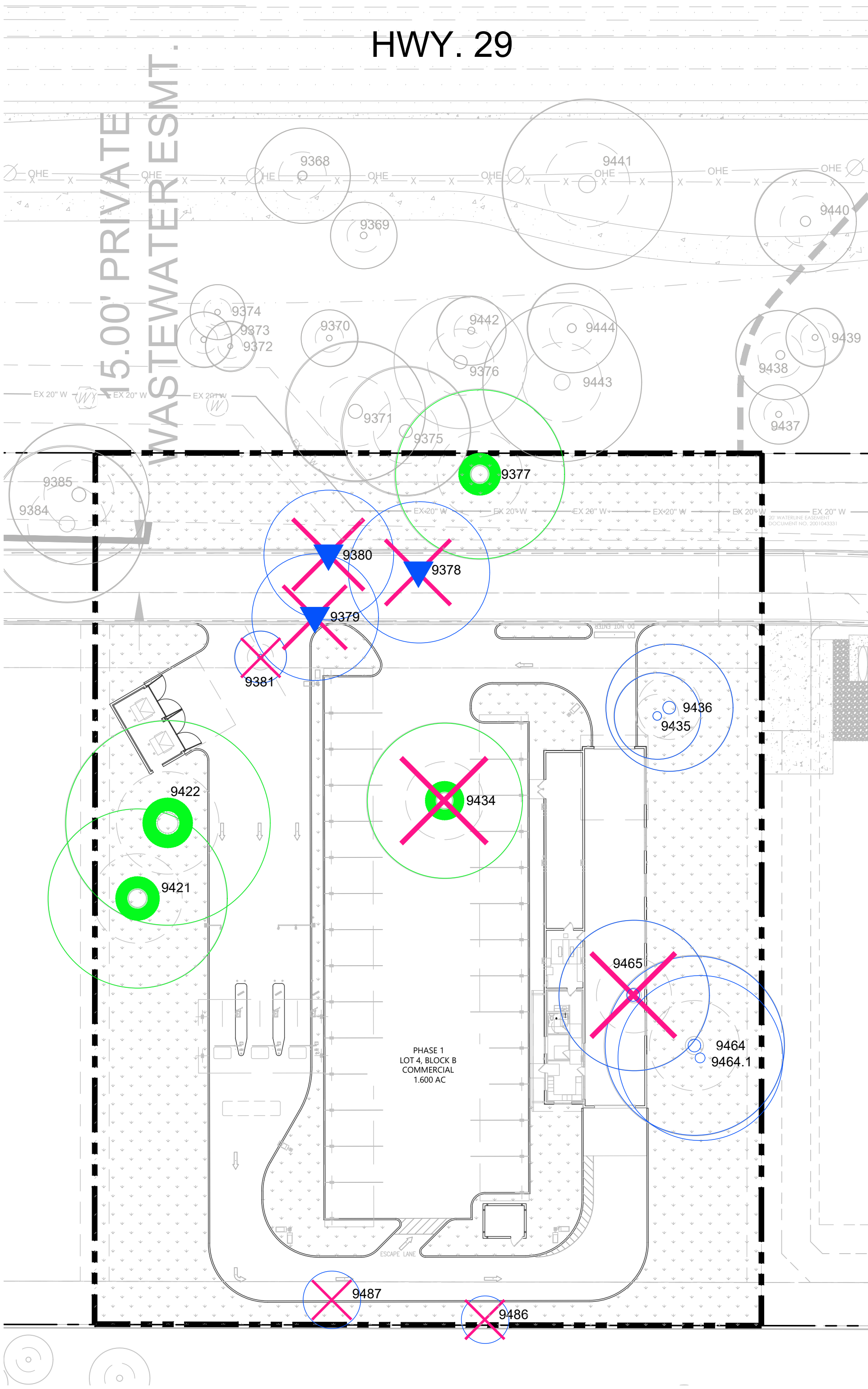
T1 TREE PRUNING

N.T.S.

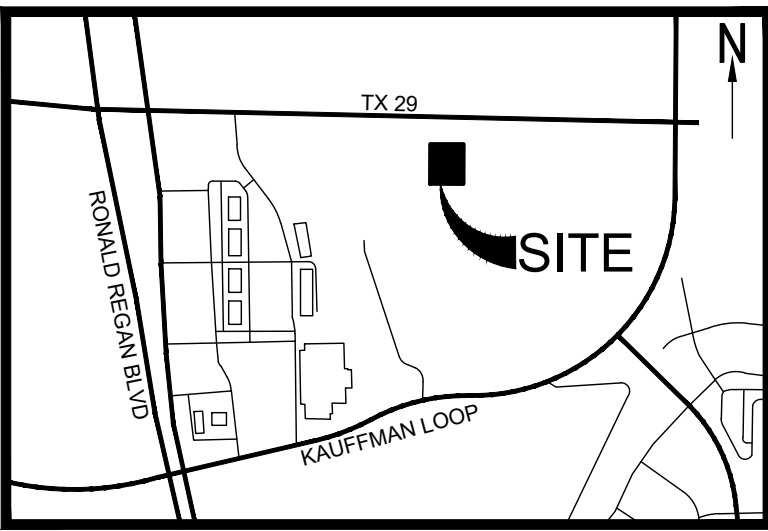
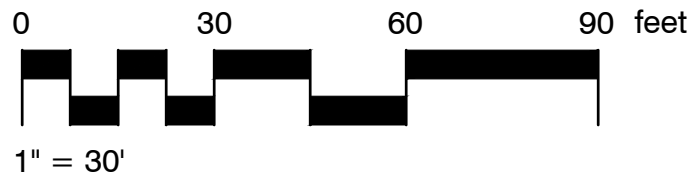


T2 TREE PROTECTION FENCE

N.T.S.



TREE REMOVAL PLAN



LOCATION MAP

SCALE: NTS

LEGEND

- 'HERITAGE' TREE TO BE REMOVED
- 'SIGNIFICANT' TREE TO BE REMOVED
- TREE TO BE REMOVED & MITIGATED BY OVERALL DEVELOPMENT BY SEPARATE PERMIT REFERENCE SD-24-0282 & TRP-25-0040
- 'HERITAGE' TREE TO BE PRESERVED
- 'SIGNIFICANT' TREE TO BE PRESERVED
- OFFSITE TREE (NOT CALCULATED)
- PROPERTY LINE

TREE PROTECTION NOTES

- TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING, OR GRADING).
- FENCES SHALL COMPLETELY SURROUND THE TREE OR CLUSTERS OF TREES; SHALL BE LOCATED AT THE OUTERMOST LIMIT OF THE TREE BRANCHES (DRIPLINE); AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROJECT IN ORDER TO PREVENT THE FOLLOWING:
 - SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT OR MATERIALS.
 - ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN SIX INCHES (6") CUT OR FILL, OR TRENCHING NOT REVIEWED AND AUTHORIZED BY THE CITY.
 - WOUNDS TO EXPOSED ROOTS, TRUNKS, OR LIMBS BY MECHANICAL EQUIPMENT.
 - OTHER ACTIVITIES DETRIMENTAL TO TREES, SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRE.
- EXCEPTIONS TO INSTALLING FENCES AT TREE DRIPLINES MAY BE PERMITTED IN THE FOLLOWING CASES:
 - WHERE PERMEABLE PAVING IS TO BE INSTALLED, ERECT THE FENCE AT THE OUTER LIMITS OF THE PERMEABLE PAVING AREA.
 - WHERE TREES ARE CLOSE TO PROPOSED BUILDINGS, ERECT THE FENCE NO CLOSER THAN SIX FEET (6'-0") TO THE BUILDING.
- CRITICAL ROOT ZONE (CRZ) REQUIREMENTS
 - NO CONSTRUCTION OR DISTURBANCE SHALL OCCUR WITHIN AN AREA THAT CONSTITUTES MORE THAN FIFTY PERCENT (50%) OF THE TOTAL CRITICAL ROOT ZONE, AND ONE-HALF THE RADIAL DISTANCE OF THE CRITICAL ROOT ZONE FOR EACH TREE BEING PRESERVED, INCLUDING SIGNIFICANT TREES, HERITAGE TREES, AND ANY OTHER TREES FOR WHICH PRESERVATION IS TO BE CREDITED. THE REMAINING CRITICAL ROOT ZONE SHALL CONSIST OF AT LEAST ONE HUNDRED (100) SQUARE FEET.
 - THIS DEFINED AREA SHALL BE FLAGGED AND ENCIRCLED WITH PROTECTIVE FENCING DURING CONSTRUCTION. THE PLANNING DIRECTOR MAY APPROVE CONSTRUCTION CLOSER TO THE TRUNK THAN ONE-HALF (½) THE RADIAL DISTANCE, DEPENDING ON THE SIZE, SPACING, OR SPECIES OF THE TREE, THE TYPE OF DISTURBANCE PROPOSED, AND THE UNIQUENESS OF THE SITUATION.
 - CUT OR FILL GREATER THAN FOUR (4) INCHES IN DEPTH AND THE SEVERING OF MAJOR ROOTS SHALL BE CONSIDERED DISTURBANCE FOR THE PURPOSES OF THIS ORDINANCE.
 - WITHIN THE PROTECTED CRITICAL ROOT ZONE, ONLY FLATWORK, DECKING, OR SIMILAR CONSTRUCTION MAY BE APPROVED AND SHALL NOT AFFECT THE BRANCHING OF THE TREE.
 - IF PROPOSED OR ACTUAL PROTECTION OF THE CRITICAL ROOT ZONE OF A TREE DOES NOT MEET THE REQUIREMENTS OF THIS SECTION, THEN THE TREE SHALL BE CONSIDERED REMOVED AND SHALL REQUIRE MITIGATION IN ACCORDANCE WITH THIS ORDINANCE.

#	DRAWN BY:
	JL

COOPER LOCHTE
—LANDSCAPE ARCHITECTURE LLC—
P.O. BOX 69966, SAN ANTONIO, TEXAS 78269 / TEL. (210) 893-6570



TREE REMOVAL PLAN SUDS DELUXE CARWASH SITE DEVELOPMENT PLANS HWY. 29, LEANDER, TEXAS

DRAWN BY:	JL
CHECKED BY:	JL
APPROVED BY:	JL
PROJECT NUMBER:	25-014
FILE LOCATION:	COOPER_25
DATE:	5/11/2026

SHEET

TRP-1

1 OF 2 SHEET(S)

Tree Number	9381	PROPOSED REMOVAL
Imported Description \ Survey Number		
Tree Species	Post Oak	
Diameter (DBH)	9.5	
Multi Stem		
Condition	Fair	
Notes	fair structure & vitality	
Summary		

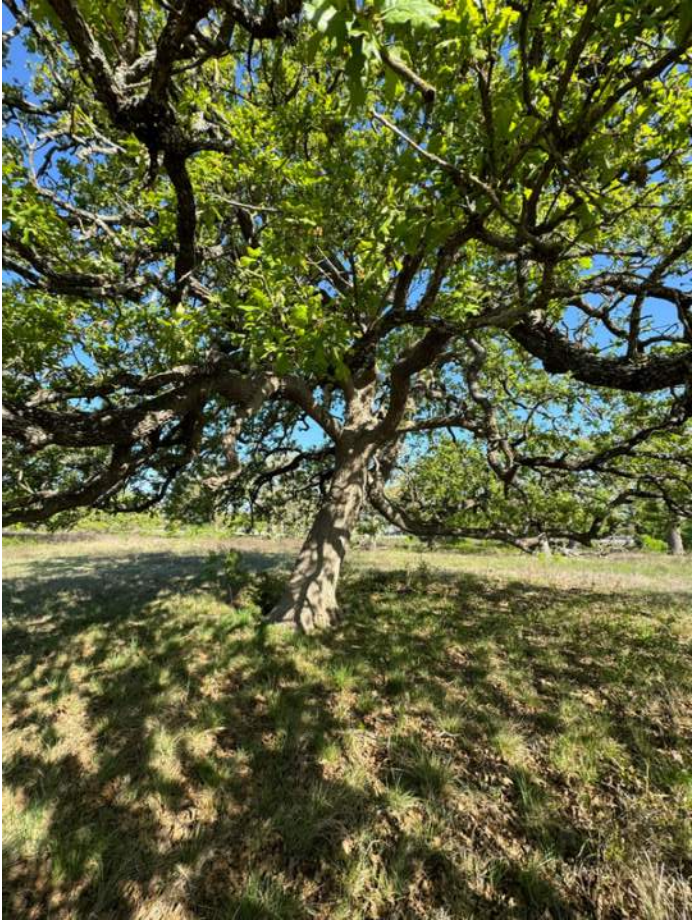
Photos

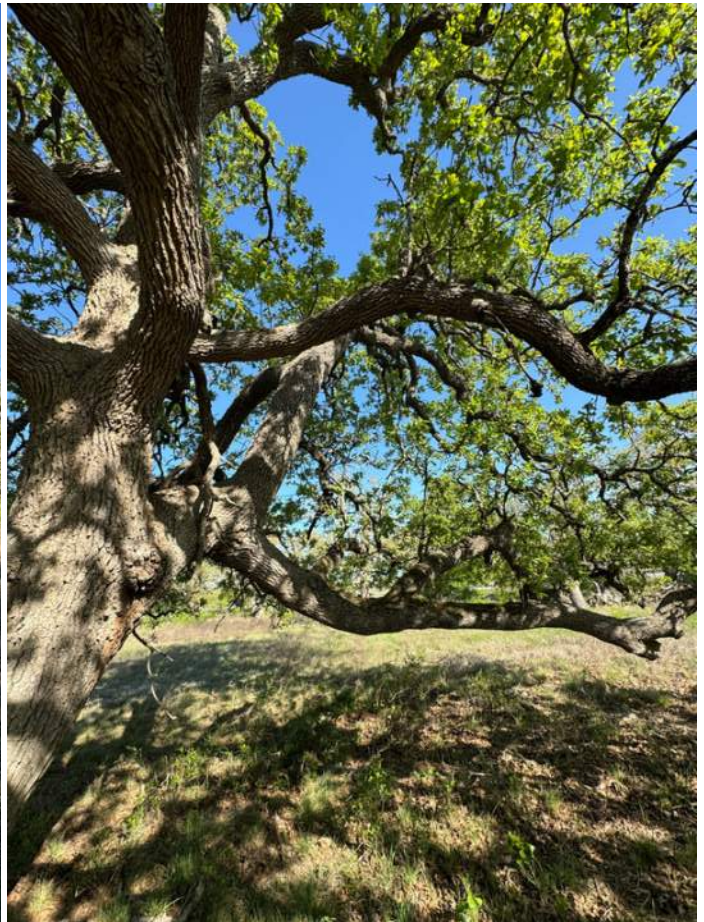
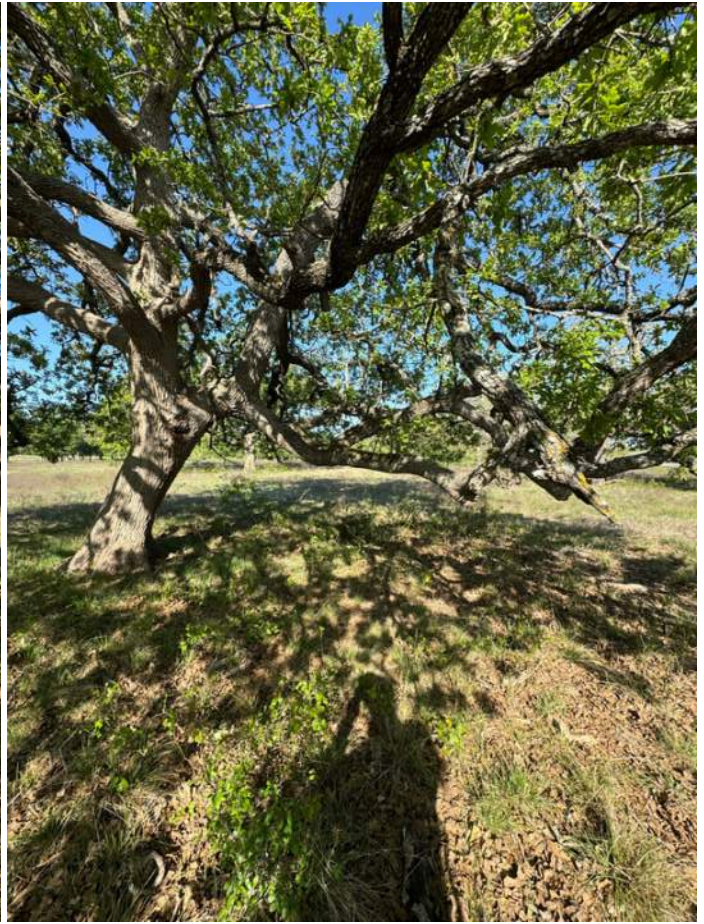


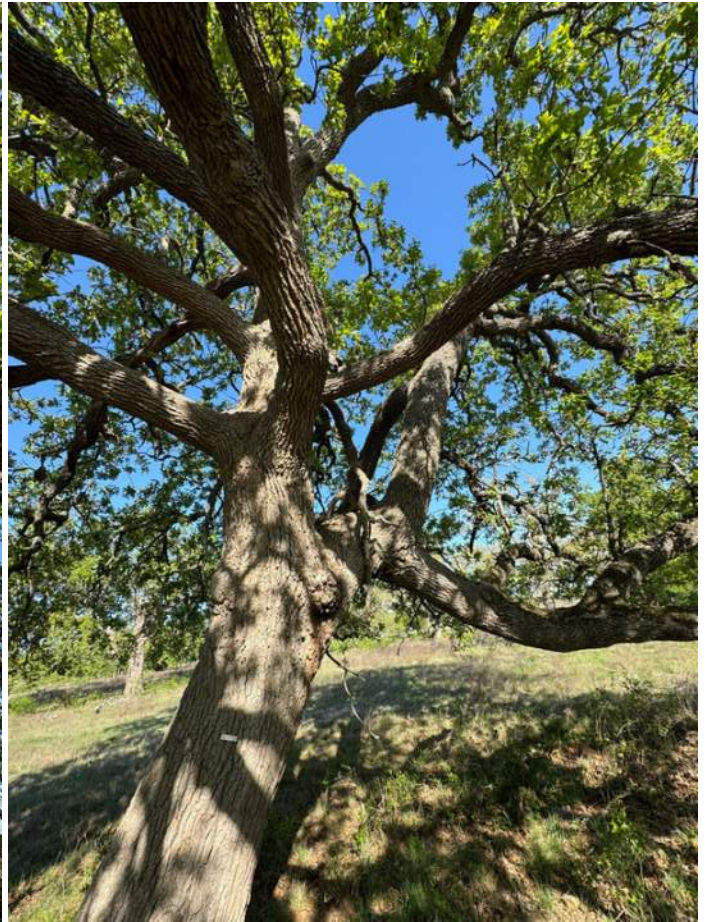
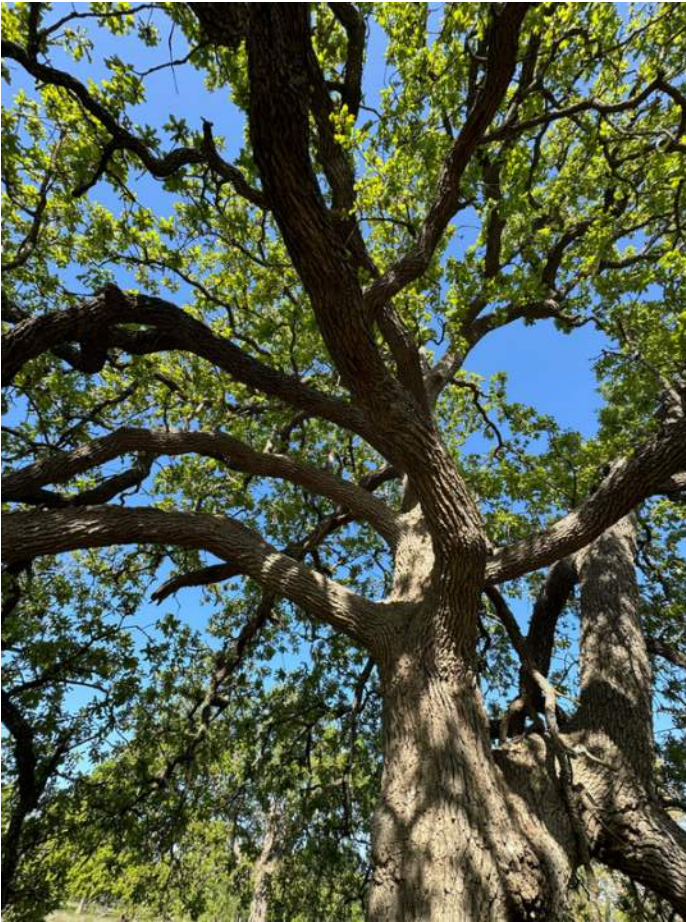
NORTHING (Y) Central	10204320.29841
EASTING (X) Central	3086226.15856524

Tree Number	9434	PROPOSED REMOVAL
Imported Description \ Survey Number		
Tree Species	Post Oak	
Diameter (DBH)	26.5	
Multi Stem		
Condition	Fair	
Notes	fair structure, good vitality	
Summary	Interesting growth form with an imbalance N and low branches dipping down all of the way around it. Fair overall condition and a fair candidate for preservation.	

Photos







NORTHING (Y) Central | 10204263.2819692

Tree Number	9465	PROPOSED REMOVAL
Imported Description \ Survey Number		
Tree Species	Post Oak	
Diameter (DBH)	26	
Multi Stem		
Condition	Good	
Notes	good structure & vitality	
Summary	Moderate storm damage and typical deadwood in the lower canopy for a tree of its size. Nice upright growth and a beautiful tree.	



Photos





NORTHING (Y) Central | 10204196.5122475

Tree Number	9486	PROPOSED REMOVAL
Imported Description \ Survey Number		
Tree Species	Live Oak	
Diameter (DBH)	8.5	
Multi Stem		
Condition	Fair	
Notes	fair structure & vitality	
Summary		



Photos



Tree Number	9487	PROPOSED REMOVAL
Imported Description \ Survey Number		
Tree Species	Cedar Elm	
Diameter (DBH)	10.5	
Multi Stem		
Condition	Fair	
Notes	fair structure & vitality	
Summary		



Photos





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

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, June 25, 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 except Commissioner Tyler Bray.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the June 4, 2026 and June 18, 2026 meetings.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

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

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

No one wished to speak.

CONSENT AGENDA: ACTION

Motion to approve consent agenda items 6-10.

By: Board Member Oliver

Seconded: Board Member Coats

Vote: 6 - 0

6. Approval of the minutes for meeting held on May 28, 2026.
7. Approval of the extension of the application expiration for Subdivision Case FP-24-0153 183A RE Investments Final Plat; on one (1) parcel of land 9.614 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R461862, generally located approximately 700 feet from the intersection of Aven Way and 183A Toll Road on the east side of 183A Toll Road, Leander, Williamson County, Texas.

8. Approval of the extension of the application expiration for Subdivision Case PICP-24-0130 183A RE Investments development; on one (1) parcel of land 9.614 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R461862, generally located approximately 700 feet from the intersection of Aven Way and 183A Toll Road on the east side of 183A Toll Road, Leander, Williamson County, Texas.
9. Approval of the extension of the application expiration for Subdivision Case PICP-25-0188 Reagan PS & GST Construction Plan; on one (1) Parcel of land 3.0 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R031530, generally located at 16070 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.
10. Approval of the extension of the application expiration for Site Development Case SD-24-0272 Ronald Reagan Gas Station; on one (1) parcel of land 1.167 acres ± in size; more particularly described by Williamson Central Appraisal District Parcel R639668, commonly known as 18129 Ronald W. Reagan Boulevard, 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 6:18 p.m.; Public Hearing closed at 6:42 p.m.; following discussion.

THE FOLLOWING SPOKE IN OPPOSITION OF THE REQUEST:

Leeza Tierney, 1507 Horizon Park Boulevard, Leander, Texas 78641
Julie Beasley, 418 Mesa Grande, Leander, Texas 78641
Anita Chumnanvech, 708 Palamos Dr, Leander, Texas 78641
Tina Ritter, 1000 Overlook Bend, Leander, Texas 78641
Robin Stephens, 1008 Overlook Bend, Leander, Texas 78641
Dr. David Reeve, 804 Overlook Bnd, Leander, Texas 78641
Terri Puckett, 801 Overlook Bend, Leander, Texas 78641

SUBMITTED VIA WEBSITE IN OPPOSITION OF THE REQUEST:

Mike Graves, 127 Windemere W, Leander, Texas 78641
Karen Burns, 29 Fair Oaks St., Leander, Texas 78641
Dianne Hess, 1006 Overlook Bnd, Leander, Texas 78641
Clifford Hall, 604 Scenic Path, Leander, Texas 78641
Mark Eiland, 609 Scenic Path, Leander, Texas 78641
Karen Robertson, 610 Scenic Path, Leander, Texas 78641
Patrick Robertson, 610 Scenic Path, Leander, Texas 78641
Susan Rix, 1004 Overlook Bend, Leander, Texas 78641
David Anderson, 16717 Spotted Eagle Dr., Leander, Texas 78641
Elizabeth Moore, 137 W Windemere, Leander, Texas 78641
Rachel Giannini, 123 W Windemere, Leander, Texas 78641
Stephen Cochran, 133 W Windemere, Leander, Texas 78641
Betty Harbison, 115 W Windemere, Leander, Texas 78641

Chinell Darling, 1210 Fairview Circle, Leander, Texas 78641
Justin Fosbury, 800 Overlook Bnd, Leander, Texas 78641
Nickey Lawrence, 1201 Live Oak Road, Leander, Texas 78641

Motion to approve Zoning Case Z-25-0195.

By: Board Member Mahan
Seconded: Board Member Morales

Vote: 5 - 1 Board Member Oliver

REGULAR AGENDA

12. Discuss and consider action regarding Tree Removal Case TRP-25-0050 regarding the removal of four (4) Significant Trees and one (1) Heritage Tree associated with the Suds Deluxe Car Wash, generally located at 675 Kauffman Loop, Leander, Williamson County, Texas.

Motion to approve Tree Removal Case TRP-25-0050.

By: Board Member Oliver
Seconded: Board Member Coats

Vote: 5 - 1 Board Member Morales

13. Adjournment
Meeting adjourned at 7:39 p.m.

APPROVED

CHAIR

ATTEST:

STAFF LIAISON

First Name	City	My agenda item or case number:	My position on the above agenda item or case number:	I want to include comments at the meeting:
Tina Ritter 1000 Overlook Bend	Leander, TX	Z-25-0195	I am AGAINST this item.	Yes. I will attend in person to speak my comments.
Robin Stephens 1008 Overlook Bend	Leander, TX	Z-25-0195	I am AGAINST this item.	Yes. I will attend in person to speak my comments.
David R Reeves 804 Overlook Bnd	Leander, TX	Z-25-0195	I am AGAINST this item.	Yes. I will attend in person to speak my comments.
Terri Puckett 801 Overlook Bnd	Leander, TX	Z-25-0195	I am AGAINST this item.	Yes. I will attend in person to speak my comments.

First Name	City	My agenda item or case number:	My position on the above agenda item or case number:	I want to include comments at the meeting:
Elizabeth Moore 137 W Windemere	Leander, TX	Z-25-0195	I am AGAINST this item.	No. I just want my position added to the meeting record.
Rachel Giannini 123 W Windemere	Leander, TX	Z-25-0195	I am AGAINST this item.	No. I just want my position added to the meeting record.
Stephen Cochran 133 W Windemere	Leander, TX	Z-25-0195	I am AGAINST this item.	No. I just want my position added to the meeting record.
Betty Harbison 115 W. Windemere	Leander, TX	Z-25-0195	I am AGAINST this item.	No. I just want my position added to the meeting record.
Chinell Darling 1210 Farview Circle	Leander, TX	Z-25-0195	I am AGAINST this item.	No. I just want my position added to the meeting record.
Justin Fosbury 800 Overlook Bnd	Leander, TX	Z-25-0195	I am AGAINST this item.	No. I just want my position added to the meeting record.
Nickey Lawrence 1201 Live Oak Road	Leander, TX	Z-25-0195	I am AGAINST this item.	No. I just want my position added to the meeting record.

Comments on Leander Springs Proposal

While I believe that parts of the Leander Springs Project sound like a fun and entertaining spot for people to enjoy, I do not believe that the current proposed location is suitable for our community. There are far too many huge construction projects happening in Cedar Park and Leander, and traffic congestion is increasing by the day. When these projects are completed, including the nearby Scheels mega-store in the 117 acre new Cedar View Development, daily traffic will make it increasingly harder to get from place to place. If the Leander Springs proposal gets approved, daily traffic will continue to increase into residential areas, making it not only stressful but also unsafe for those that live in those nearby neighborhoods.

The noise level of not only the 12 years of construction for the proposed Leander Springs Project, but also the sound of weekly concerts at the venue that would be heard in nearby neighborhoods once that is built, is very concerning.

My neighborhood in Leander already experiences low water pressure. While we have been told by the developer that the lagoon water would be taken from an aquifer, we were also told that water usage for the 1200 new apartments to be built, as well as the multiple restaurants and facilities, would come from the city, in a time when we are already in a water shortage.

The developer of the Leander Springs proposal has said that this project would put Leander "on the map." However, in speaking with many residents of our beloved city, we did not move to Leander to be put "on the map." We moved here to enjoy quiet, peaceful living, surrounded by a modest amount of amenities but not overrun by them. I would love to see the little remaining open land around us either be left alone, or be turned into landscaped green areas, including parks and playgrounds. If that is not a possibility, I believe that small, local businesses would benefit our community much more than another massive attraction.

Thank you for taking the time to listen to all of our concerns and for your understanding.

Karen Robertson
Leander Resident

Why Elizabeth Moore opposes Leander Springs Project (Z-25-0195)

- It probably includes reasons the Zoning Commission & City Council voted it down last year
- Note: I would be there in person but am not physically able

1. **Water & Nature Safety:** The proposed 4-acre lagoon will be coated with polymers to prevent evaporation. These “harmless” chemicals have been shown to have negative effects on plants and animals who consume them long-term. That means every plant, tree, tadpole, turtle and deer along Brushy Creek will be affected because they will be forced to consume this polluted water in perpetuity if the lagoon is approved. (They’re notoriously difficult, if not impossible, for wastewater plants to remove even if that water got treated.)

Recent hard rains have eroded plants, trees and earth from our property’s tiny segment of the creek. Pollutant-weakened plants and trees will not hold against future erosion, especially once the City’s doubling of Brushy Creek’s flow goes into effect. The City’s proposed Hike & Bike Trail could eventually be along a wasteland.

2. **Water Preservation:** Creating another 4 acres of water under the blazing sun makes no sense. Horizon Lake is already next door. Recent rains notwithstanding, there are too many people for too little water in Leander. I suspect future Leander residents would regard any vote for this lagoon with appalled astonishment.

The polymers will not prevent evaporation. They work on still surfaces. The swimming and other planned “lagoon” activities, plus weather itself, will inevitably churn that water.

3. **The Developers’ Untrustworthiness:** Last year’s City Council meeting (I think you and watch the video) revealed who these developers are and how difficult they will be (are!) for the City to work with and trust. They were:
 - a. **Unable to stay within a time budget** – They gave us a real-time display of how they’ll do with deadlines, which is to blow past them without awareness
 - b. **Unable to listen** – They were repeatedly given clear direction and boundaries by the Chair and every person in their presentation had to be instructed anew
 - c. **Unable to respect the locals** – Each presenter’s self-focused content and attempts at folksy charm suggested that they thought Leander was some hick town whose citizens would be dazzled by their tacky tropical resort plan. Their “scientist” even disingenuously and repeatedly claimed that polymers were not chemicals!
 - d. **Strangely inconsistent** – they talked about the millions of dollars they’ve spent and yet they had almost nothing to show for it. It’s now taken yet another year for them to make minor adjustments to their plan. Where’s all this money going?
4. **The Congestion at an Overloaded Intersection and Road:** 2243 is already so busy and it’s only going to increase as Raider Way goes through. Adding a “destination spot” at that particular intersection would just worsen it. That means increased noise, accident risk, etc.
5. **The City’s Own Future Use Plan:** The City planned for that area to be single family homes. Keep it that way, please. [Last year P&Z voted it down. I was there. I recently learned P&Z changed its mind this year. I hope you will change it back!](#)

First Name	City	My agenda item or case number:	My position on the above agenda item or case	I only want my written comments added to the meeting record.	My written comments
Mike Graves					
127 Windemere W	Leander, TX	Z-25-0195	AGAINST	Yes	Please do not approve this Lagoon development. This development will cause pollution and damage to the creek ecosystem. There are plenty of options for development that do not damage the environment as much or mess with our water. Thanks.
Karen Burns					
29 Fair Oaks St.	Leander, TX	Z-25-0195	AGAINST	Yes	As a resident in Leander Texas that lives along Brushy Creek, I oppose the lagoon project as not only will it create more pollution to the creek region due to the polymers used for the lagoon coating, it will create more strain on our water system. We have been in a drought for many years and though we have had rain recently, it is still a very tenuous situation.
Dianne Hess					
1006 Overlook Bend	Leander, TX	Z-25-0195	AGAINST	Yes	Our neighborhood has been adversely affected by traffic ever since Hidden Trail was opened as a pass-through from the 183A frontage road to Horizon Park. We are concerned that this development would open us up to even more traffic.
Clifford Hall					
604 Scenic Path	Leander, TX	Z-25-0195	AGAINST	Yes	I am against this item unless the city and developer do the following 2 actions, (1) Connect "Covewind Bend" street to "Horizon Lake" development to divert traffic away for heavily travelled Leander Crossing and Overlook Estates, and (2) Do Not use the water lines in Overlook, our water pressure even after city review is still below 50psi and as low as 35PSI in some mornings of high use.
Mark Eliand					
609 Scenic Path	Leander, TX	Z-25-0195	AGAINST	Yes	While this project has the potential to be very good for the city of Leander the city and/or developer hasn't provided specific information about how the project will impact the water pressure in my neighborhood (Overlook Estates) and traffic through the neighborhood and on Horizon Park.
Karen Robertson					
610 Scenic Path	Leander, TX	Z-25-0195	AGAINST	Yes	I live on Scenic Path and have noticed an increase in traffic as more people seem to be using our neighborhood as a cut through from Horizon Park to 183A. I'm very concerned this project will have a serious impact on traffic through our small neighborhood.
Patrick Robertson					
610 Scenic Path	Leander, TX	Z-25-0195	AGAINST	Yes	In addition to the traffic and water pressure concern I'm also concerned about the additional noise from events at the Lagoon. We already have to deal with noise from 183A and the police department shooting range. I don't want one more noise event to deal with.
Susan Rix					
1004 Overlook Bend	Leander	Z-25-0195	AGAINST	Yes	Thus far I've only heard broad speculative explanations about how water usage and the impact on water pressure will be addressed and how traffic will be routed and managed around the neighborhoods.
David Anderson					
16717 Spotted Eagle Dr.	Leander, TX	Z-25-0195	AGAINST	Yes	I can't support moving forward with this project until the city and developer can specifically address these issues with assurances for the surrounding neighborhoods.



EXECUTIVE SUMMARY

7/16/2026

AGENDA SUBJECT:

City Council discussion and possible direction regarding potential ordinance amendments and requirements associated with DarkSky International's designation of the City of Leander as an International DarkSky Community.

BACKGROUND:

DarkSky's stated mission is to restore the natural nighttime environment and protect communities and wildlife from light pollution. Today, there are more than 230 DarkSky Places across 22 countries. Nearby designated DarkSky International locations include Liberty Hill, Jonestown, Bee Cave, Dripping Springs and Horseshoe Bay.

In 2005, the City adopted its Composite Zoning Ordinance, establishing standards to regulate light trespass from outdoor fixtures. In 2016, outdoor lighting standards were amended to provide design standards for site and building lighting that were DarkSky compliant. In February 2026, the Council approved a resolution to authorize the DarkSky Community designation preliminary application. Following the approval of the resolution, staff met with DarkSky International and they provided the Community Applicant Self-Checklist. The checklist outlines the eligibility and compliance requirements necessary to qualify as an International DarkSky Community. A primary application element is a comprehensive Lighting Management Policy. Not only does the policy pertain to lighting and site standards, it also encompasses regulatory requirements, an amortization period for all non-conforming public and private lighting, and other additional program and performance criteria.

APPLICATION PROCESS

The application process typically takes about two (2) years from start to approval. As part of the application process, the City will need to update the lighting ordinance as well as develop programs to inform and engage residents about responsible lighting practices. More details pertaining to key steps in the application process and requirements are provided below.

Key Steps in the Application Process:

1. Submit a Pre-Application Inquiry Form - Complete
2. Meet with a DarkSky International representative – Complete
3. Update the ordinance with regards to outdoor lighting – Next Step
4. Commitment to Dark Skies – Next Step
5. Conduct a Lighting Inventory – Future Step
6. Conduct Sky Quality Measurements – Future Step
7. Conduct Education and Outreach – Future Step
8. Submit a Final Application – Future Step

ORDINANCE UPDATES NEEDED

1. Update the outdoor lighting requirements to create a full Lighting Management Policy that follows national best-practice standards for reducing light pollution.
2. Any outdoor light brighter than a typical 75-watt bulb must be fully covered so the light shines downward and does not spill into the sky or onto neighboring properties.
3. To reduce harsh blue light, which causes more glare and light pollution, outdoor lights should give off a warm, soft glow, similar to the light from porch lights, string lights, or standard indoor lamps.
4. Include a limit on how much bare, uncovered lighting a property can have, so only a small amount of light can shine directly from bulbs without a cover.
5. Include a policy to prevent over-lighting. This means outdoor areas should not be lit much brighter than what lighting experts recommend.
6. New public outdoor lights should only be installed when they are truly needed, and the requirements should explain exactly where and when they are allowed. Any new public lighting must also include features like dimmers or automatic shut-off times to reduce unnecessary light at night.
7. Minimum standards for lighted signs include:
 - a. In the hour after sunset and the hour before sunrise, signs cannot be overly bright to cause glare and light pollution.
 - b. Signs can only be lit while the business or activity they advertise is actually happening. Businesses must turn off their sign lighting when they are closed.
 - c. No single sign can have more than 200 square feet of lit surface.
8. Outdoor sports fields can have more flexible lighting regulations, provided they meet all the following:
 - a. They follow nationally recognized safety and lighting guidelines.
 - b. The lights are used only for the playing area and the spectator stands.
 - c. The brightness can be turned up or down depending on the event.
 - d. The lights do not shine into nearby homes or properties.
 - e. There is a strict cutoff time (example: lights must be turned off by 10 p.m. or within one (1) hour after the game ends).
 - f. Timers are required, so the lights cannot be left on all night.
9. City-owned lighting must be brought up to the new standards within five (5) years and all other public and private lighting that does not meet the regulations must be updated within ten (10) years.

POTENTIAL IMPACTS TO DEVELOPMENT

1. Potentially higher initial compliance costs for businesses and developers.
 - a. Added cost for compliance after DarkSky designation (new fixtures, shielding, photometric studies, timers/control systems).
2. Potential for long-term energy savings from lower output and curfew requirements.
3. Potential impact on signage visibility due to brightness limits affecting marketing for some businesses.

IMPACTS TO COMMUNITY CONSIDERATIONS

1. Reduced glare from light pollution and improving night-sky visibility.
2. Improved ecological protection with limits on lighting affecting waterways and wildlife.
3. More uniform lighting appearance citywide due to the constraints on color temperature and fixture types.
4. No immediate results due to the existing lighting allowed to have gradual compliance through the ten (10) year amortization period.
5. Success may not be clear, the City can request but not enforce lighting requirements on roadways that are under another entity's jurisdiction (CTRMA, TxDOT, Williamson County, etc.).

IMPACTS TO CITY AND STAFF CONSIDERATIONS

1. Staff will need to inventory all publicly owned lighting for compliance.
2. City-owned lighting would need to be compliant within five (5) years.
3. A Sky brightness measurement program must be established and maintained.
4. A minimum of two (2) dark sky awareness events each year or inclusion of dark sky brochures with other community flyers for residents and visitors or inclusion of dark sky education in community schools.
5. Potential Code Compliance Officers to be called to properties for compliance checks.

HISTORY/TIMELINE:

02/19/2026 Darksky Community Resolution adopted.

02/26/2026 Staff met with DarkSky representative collecting application materials.

APPLICANT/AGENT:

City of Leander

RECOMMENDATION:

As part of this evaluation, staff is requesting input from the City Council regarding pursuing the DarkSky Community Designation. The City Council has the following options:

1. Direct Staff to continue the application process; or
2. Direct Staff to revise outdoor lighting standards to better align with DarkSky criteria without moving forward with the application process; or
3. Establish a City Council DarkSky Subcommittee to evaluate the DarkSky application process and provide recommendations on next steps; or
4. Terminate the application process.

City Staff recommends City Council choose Option 3 and establish a City Council DarkSky Subcommittee to evaluate the DarkSky application process and provide recommendations on next steps.

PRESENTER:

Michael Chenausky, AICP, Senior Planner

Fiscal Impact

Attachments:

1. Att 1 Resolution No. 26-013-00 DarkSky
2. Att 2 Community Applicant Self-Checklist
3. Att 3 IDSC Guidelines

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. 26-013-00

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

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

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

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

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

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

SECTION 1. The City Council of Leander continues to support the use of outdoor lighting fixtures and practices that preserve and restore our historic starry night skies as described in this Resolution and as reflected in the Composite Zoning Ordinance.

SECTION 2. The City Council of Leander supports the application to the DarkSky International for the City of Leander to obtain the designation as an International DarkSky Place – Community.

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

ATTEST:


Dara Crabtree, City Secretary

THE CITY OF LEANDER, TEXAS


Na'Cole Thompson, Mayor





Community (IDSC) - Applicant Self-Checklist (Sept. 2023)

[Link to 2018 IDSC Guidelines \(updated Sept. 2023\)](#)

This Checklist has been designed to allow you to easily identify what your application must include. Column 2 shows each 'Compliance Requirement' in abbreviated form. Column 6 shows a cross-reference to the full 'Compliance Requirement' in the Guidelines.

Please proceed as follows:

1. *Where your application meets a 'Compliance Requirement':* In Column 3 enter 'Y'; in Column 4 identify the relevant page number(s) in your application; and in Column 5 include comments or brief application extracts that show how you comply.
2. *Where your application does not meet a 'Compliance Requirement' but you have a plan for how to comply:* In Column 3 enter 'N'; in Column 5 state what steps you intend to take to ensure compliance and the expected time frame.
3. *Where your application cannot meet a 'Compliance Requirement':* In Column 3 enter 'N'; in Column 5 state why you cannot comply; and if you consider this a serious issue, please contact DarkSky and we will work with you to see how best to proceed.
4. *When your Checklist is completed:* Send it to DarkSky with your completed application.

Please complete your Checklist as thoroughly as possible, as it will be used by DarkSky when reviewing your application.

Site Name:	
Prepared By:	
Date:	

A	Eligibility Requirements	Complies Y/N	Which Page(s)	Comment on this Item in Application	GXR*
1	Your Community has some form of legal organization officially recognized by outside groups.				P4-Eligibility

B	Application Elements	Complies Y/N	Which Page(s)	Comment on this Item in Application	GXR*
1	A map of the Community showing its legal boundaries				P8-N1



B	Application Elements	Complies Y/N	Which Page(s)	Comment on this Item in Application	GXR*
2	Letters of Nomination and Support by a qualified DarkSky member and an elected community representative				P8-N2
3	A quality, comprehensive Lighting Management Policy (LMP) for the Community				P4-N1 + P8-N3
4	Documentation of examples of Community commitment and construction and/or renovation projects demonstrating effective application of the lighting policy				P8-N4
5	Proposed alternative wording for this IDSC, if desired, and the justification for it				P8-N5

C	Lighting Management Policy	Complies Y/N	Which Page(s)	Comment on this Item in Application	GXR*
1	Your Community has a comprehensive Lighting Management Policy like the IDA-IES Model Lighting Ordinance (MLO).				P4-N1
2	Full shielding is required of all lighting fixtures emitting more than 1,000 lumens.				P4-N1A
3	Emission of short-wavelength light is limited through one of the following restrictions:				P4-N1B
a	Light source correlated color temperature (CCT) must not exceed 3000 K; OR				P4-N1Bi
b	Allowed lighting must not emit more than 25% of its total spectral power at wavelengths shorter than 550 nanometers; OR				P4-N1Bii



C	Lighting Management Policy	Complies Y/N	Which Page(s)	Comment on this Item in Application	GXR*
c	Scotopic-to-photopic (S/P) ratio of allowed lighting must not exceed 1.3.				P4-N1Biii
4	There is a restriction on the total amount of unshielded lighting, such as a limit on lumens per net acre or a total site lumen allowance in unshielded fixtures.				P4-N1C
5	There must be a policy to address over-lighting. This may be accomplished by limiting the average illuminance for any outdoor application, over the entire task area, to no more than 10% over the light levels recommended by, for example, the Illuminating Engineering Society (North America), the Society of Light and Lighting (United Kingdom), or other similar organization.				P4-N1D
6	Regulations on NEW installations of publicly owned outdoor lighting MUST:				P4-N1E
a	Clearly indicate where, when, and under what circumstances such lighting is warranted and permitted; AND				P5-N1Ei
b	Require all future such lighting to have adaptive controls and/or curfews.				P5-N1Eii
7	Restrictions on the installation and operation of illuminated signs, including ALL of the following:				P5-N1F
a	During the first hour after sunset and during the last hour immediately preceding sunrise, sign luminance shall not exceed 100 nits (candelas per square				P5-N1Fi



C	Lighting Management Policy	Complies Y/N	Which Page(s)	Comment on this Item in Application	GXR*
	meter); AND				
b	Signs may only be illuminated while the associated activity is taking place; for businesses, sign illumination must be extinguished completely during the hours the business is closed; AND				P5-N1Fii
c	The luminous or illuminated surface area of an individual sign must not exceed 18.6 square meters (200 sq. feet).				P6-N1Fiii
8	Outdoor recreational and sports field lighting may be exempted from strict shielding and emission requirements, provided ALL the following are met:				P6-N1G
a	ANSI/IES RP-6 guidelines (current version) are followed (<i>note</i> : another standard may be followed if appropriate, but this must be stated specifically in the LMP); AND				P6-N1Gi
b	Lighting is for the surface of play and the viewing stands only; AND				P6-N1Gii
c	Illuminance levels must be adjustable based on task; AND				P6-N1Giii
d	Offsite impacts of the lighting are limited; AND				P6-N1Giv
e	A strict curfew is in place – 10 p.m. or one hour after play ends; AND				P6-N1Gv
f	Timers are installed to prevent lights from being left on overnight.				P6-N1Gvi
9	There is a maximum 10-year				P6-N1H



C	Lighting Management Policy	Complies Y/N	Which Page(s)	Comment on this Item in Application	GXR*
	amortization period for ALL non-complying public AND private lighting to comply.				

D	Lighting Inventory	Complies Y/N	Which Page(s)	Comment on this Item in Application	GXR*
1	Required to determine whether City-owned lighting presently conforms with the LMP (see E1 below).				P6-N2A

E	Commitment to Dark Skies and Quality Outdoor Lighting	Complies Y/N	Which Page(s)	Comment on this Item in Application	GXR*
1	City-owned lighting conforms with the LMP or is committed to conform within 5 years.				P6-N2A
2	Municipal dark sky support and quality lighting is demonstrated by city publications, funding of lighting upgrades, etc.				P6-N2B
3	Broad support for dark skies is shown by a wide range of community organizations.				P6-N3
4	Success in light-pollution control is demonstrated through AT LEAST ONE of the following:				P6-N5
a	New construction and renovation activity built under the LMP, demonstrating effective lighting application; AND/OR				P6-N5A
b	Other evidence of success in light pollution control approved by DarkSky International.				P6-N5B



F	Sky Quality Measurement	Complies Y/N	Which Page(s)	Comment on this Item in Application	GXR*
1	A sky brightness measurement program must be established and maintained to follow the evolution of light pollution.				P6-N6

G	Education and Outreach	Complies Y/N	Which Page(s)	Comment on this Item in Application	GXR*
1	Community commitment has been shown by AT LEAST ONE of the following:				P6-N4
a	Minimum of two dark-sky awareness events per year; AND/OR				P6-N4A
b	Inclusion of dark sky brochures with other community leaflets for residents and visitors; AND/OR				P6-N4B
c	Inclusion of dark-sky education in Community schools' curricula.				P6-N4C

DARKSKY INTERNATIONAL

5049 E Broadway Blvd, Suite 105 - Tucson, AZ 85711-3646 USA - +1 520-293-3198 - www.darksky.org

*TO PRESERVE AND PROTECT THE NIGHTTIME ENVIRONMENT AND OUR HERITAGE OF DARK SKIES THROUGH
ENVIRONMENTALLY RESPONSIBLE OUTDOOR LIGHTING*



International Dark Sky Community Program Guidelines

**2018 Version
Updated September 2023**

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DEFINITION OF AN INTERNATIONAL DARK SKY COMMUNITY

An International Dark Sky Community (IDSC) is town, city, municipality, or other similar political entity that has shown exceptional dedication to the preservation of the night sky through the implementation and enforcement of quality lighting policies, dark-sky education, and citizen support of the ideal of dark skies.

GOALS FOR IDSC CREATION

- To identify communities with exceptional commitment to and success in pursuing dark sky preservation and restoration, and their promotion of quality outdoor lighting
- To promote improved outdoor nighttime quality of life for residents and visitors
- To support protection of human health, nocturnal habitats, public enjoyment of the night sky and its heritage, and/or areas ideal for professional and amateur astronomy
- To provide local, national, and international recognition for such communities
- To promote the ideals of DarkSky by encouraging communities to identify dark skies as a valuable community asset and aspiration

DESIGNATION BENEFITS

Achieving this designation brings recognition of the efforts made by the Community government, residents, and public and private organizations to protect the night sky and the nocturnal environment dependent on it. The IDSC designation enhances awareness of dark sky matters on the part of Community residents and visitors.

Designation as an IDSC entitles the Community to display the International Dark Sky Community logo in official publications and promotions and on signs at entrances or within the Community, and to retain the use of this logo by other groups within the Community when identifying the area itself.¹ DarkSky will promote and highlight ongoing Community efforts to protect night skies, and will maintain pages identifying and describing all IDSCs on its website.

¹ For instance, a Community can identify itself as “Flagstaff, the world’s first International Dark Sky Community” or other words to the same effect, or an organization within the Community can state “located in Flagstaff, an International Dark Sky Community.”

ELIGIBILITY

The Community must have some type of legal organization that is officially recognized by outside groups. This can be in the form of a town, city, municipality, or other legally organized community (such as urban neighborhoods and subdivisions), but need not be an incorporated entity. Unincorporated or otherwise informally organized communities are eligible for IDSC status if their governing jurisdictions enact public policy consistent with the requirements of “Minimum Requirements for All Communities” (below) that are legally binding in at least the territory of the Community.

MINIMUM REQUIREMENTS FOR ALL COMMUNITIES

- 1) A quality comprehensive lighting policy like the IDA-IES Model Lighting Ordinance (MLO)² that includes all of the following minimum standards for permanent lighting installations^{3,4}:
 - A) Full shielding⁵ of all lighting fixtures over 1,000 initial lamp lumens⁶
 - B) A limit on the emission of short-wavelength light through one of the following restrictions:
 - i) The correlated color temperature (CCT) of lamps must not exceed 3000 kelvins; *or*
 - ii) Allowed lighting must not emit more than 25% of its total spectral power at wavelengths <550 nanometers; *or*
 - iii) The scotopic-to-photopic (S/P) ratio of allowed lighting must not exceed 1.3.
 - C) A restriction on the total amount of unshielded lighting, such as a limit on lumens per net acre or a total site lumen allowance in unshielded fixtures (or equivalent wattages)
 - D) A policy to address over-lighting. This may be accomplished by limiting the average illuminance for any outdoor application, over the entire task area, to no more than 10% over the light levels recommended by, for example, the Illuminating Engineering Society (North America), the Society of Light and Lighting (United Kingdom), or other similar organization.

² Online: <https://darksky.org/resources/guides-and-how-tos/model-lighting-ordinances/>. (Accessed 2023 Sep 25).

³ More information on developing a lighting policy may be found on the DarkSky website: <https://darksky.org/resources/guides-and-how-tos/outdoor-lighting-for-policy-makers/>. (Accessed 2023 Sep 25).

⁴ Lighting required by law under the authority of any legal jurisdiction higher than that of the Community may be formally exempted from the requirements of this section.

⁵ “Fully shielded” is defined as a light source screened and its light directed in such a way that none is emitted above the horizontal plane passing through its lowest light-emitting part.

⁶ “Initial lamp lumens” is defined as the number of lumens of light emitted by a lamp when new and not counting any depreciation of output due to the age of the lamp. This information can be found in manufacturer data sheets.

E) Regulations of new installations of publicly owned outdoor lighting:

- i) A provision that clearly indicates where, when, and under what circumstances new publicly owned outdoor lighting, including street lighting, is warranted, and will be permitted; *and*
- ii) A provision that requires that adaptive controls⁷ and/or curfews⁸ be employed in all future installations of public outdoor lighting

F) There must be restrictions on the installation and operation of illuminated signs,⁹ including *all* of the following:

- i) Luminance levels for operation between sunset and sunrise shall not exceed 100 nits (100 candelas per square meter, cd/m²) as measured under conditions of a full white display; and
- ii) During the first hour after sunset and during the last hour immediately preceding sunrise, sign luminance shall not exceed 100 nits (100 candelas per square meter, cd/m²); and
- iii) Signs may only be illuminated while the associated activity is taking place; for businesses, sign illumination must be extinguished completely during the hours the business is closed; and
- iv) The luminous or illuminated surface area of an individual sign must not exceed 18.6 square meters (200 square feet).

G) Outdoor recreational and/or athletic field lighting may be exempted from the strict shielding and short-wavelength emission requirements above provided that *all* of the following conditions are met:

- i) Illuminating Engineering Society (IES) lighting guidelines (RP-6) are followed according to the appropriate class of play
- ii) Field lighting is provided exclusively for illumination of the surface of play and viewing stands, and not for any other applications
- iii) Illuminance levels must be adjustable based on the task (e.g., active play vs. field maintenance)
- iv) Off-site impacts of the lighting will be limited to the greatest practical extent possible
- v) A strict curfew requirement (e.g., lights must be extinguished by 10 PM (2200 h) or one hour after the end of play, whichever is later) is observed
- vi) Timers must be installed to prevent lights being left on accidentally overnight by automatically extinguishing them

⁷ "Adaptive controls" is defined as devices such as timers, motion sensors, and light-sensitive switches used to actively regulate the emission of light from light fixtures.

⁸ "Curfew" is defined as a period of time at night during which lighting must be significantly dimmed in output or extinguished in accordance with an expected decrease in human presence.

⁹ "Illuminated sign" is defined as any informational or advertising sign that is illuminated by either internal or external means. Descriptive terms are adjusted here according to the type of illumination.

- H) Affects an amortization period, applicable to *all* publicly *and* privately owned lighting, to end not more than 10 years from the effective date of the outdoor lighting policy, after which all non-conforming lighting extant at the time of enactment must be brought into compliance with the policy.
- 2) Community commitment to dark skies and quality lighting as shown by:
 - A) City owned lighting conforming with, or committed to conforming with, the lighting policy (if the latter, a detailed plan with a timeline for completion in no more than five years); *and*
 - B) Municipal support of dark skies and quality lighting as demonstrated by city publications, flyers, public service announcements, funding of lighting upgrades, etc.
 - 3) Broad support for dark skies from a wide range of community organizations such as chambers of commerce, local electrical utilities, DarkSky Chapters, lighting retailers, homeowners' associations, and others.
 - 4) Community commitment to dark skies and education as shown by at least one of the following:
 - A) Planning and execution of at least two community dark sky awareness events¹⁰ per year. This may be organized through a local astronomy club, municipality, school, etc.
 - B) Inclusion of dark sky awareness documents (DarkSky brochures or Community-created brochures) with other Community informational documents for residents and visitors.
 - C) Inclusion of dark sky education in Community schools and curriculum.
 - 5) Success in light pollution control as demonstrated by at least one of the following:
 - A) Examples of a number of construction projects appropriate to the Community population and amount of new construction and renovation activity, built under the lighting policy and demonstrating its effective application
 - B) Alternative evidence of success in light pollution control, to be discussed with the International Dark Sky Places Program Manager for compliance.
 - 6) A sky brightness measurement program must be established and maintained either by the Community or by a public or private entity (e.g., university, research center, DarkSky Chapter, astronomy club) to follow the evolution of light pollution in the IDSC. Applicants are encouraged, but not required, to submit their measurements to the citizen science projects such as My Sky At Night (myskyatnight.com) and Globe At Night (globeatnight.org).
 - 7) Once established, the Community must erect and maintain appropriate signage indicating the International Dark Sky Community designation along a roadway entrance, along a footpath entrance if no roadway exists, a public gathering place such as a square or common, or at a municipal government center such as a city or town hall. If

¹⁰ Note that astronomy education events such as star parties do *not* qualify as "community dark sky awareness events" unless the presentation explicitly includes a message relating to dark skies and outdoor lighting.

approved by DarkSky International, language as an alternative to “International Dark Sky Community” may appear on the signage and in Community communications regarding the IDSC status. Once the sign is erected, a photograph documenting it must be taken and sent to DarkSky International along with a description of its location.

PROVISIONAL STATUS

In some cases, a Community interested in the program may lack all of the resources required to achieve a designation outright. If resource unavailability otherwise hinders the progress of a Community’s application, that Community may apply for and be granted Provisional status at the discretion of the DarkSky Board of Directors. Provisional status recognizes the Community’s ongoing work to become an International Dark Sky Community and is intended as a leverage point to successfully enable actions such as lighting upgrades and retrofits.

Provisional status expires after three years. At any time before the end of this period, a Community may reapply for full status. Material submitted for the removal of Provisional status may be an addendum to the initial application as long as the material includes a current assessment of the goals, outreach efforts, and lighting policy listed in the original application and clearly demonstrates that any program requirements left unmet at receipt of the Provisional status have been satisfied.

To be considered for Provisional status, send a nomination package to DarkSky International that includes *all* of the following information:

- 1) Documented intent to create and support an International Dark Sky Community (IDSC)
- 2) An enacted and legally effective outdoor lighting policy, and summary of outreach efforts to date
- 3) A description of the circumstances that currently prevent the Community from meeting the minimum IDSC requirements
- 4) An action plan describing steps the aspiring Community will take to meet all program requirements in the specified Provisional status period

IDSC APPLICATION PROCESS

NOMINATION

The nomination may be initiated by a DarkSky qualified nominator¹¹ who has personally

¹¹ A “DarkSky qualified nominator” is defined here as an individual or organization holding a DarkSky membership in good standing at the time that the IDSC application is submitted. The Community itself may join DarkSky as an

reviewed a Community's outdoor lighting and commitment to night sky preservation. Nominators are encouraged to correspond with DarkSky International staff and the Community throughout this process. In addition, the application must include evidence, such as in the form of a letter of support, from the Community government (e.g., mayor, council) consenting to the nomination for IDSC status.

STEPS FOR APPLICANT

1. Make initial contact with DarkSky International by phone or email to discuss the process and receive recommendations, followed by continued communications to update DarkSky International staff on progress and receive continued assistance.
2. Designate a formal point of contact (POC) person, such as a project manager, and provide their telephone number, address, and email address to DarkSky International staff. Before and after designation, any changes to this POC, or their information, must be communicated to DarkSky International immediately in order to ensure accurate communication at all times.
3. Obtain a letter of nomination from a qualified DarkSky member nominator, as well as a supporting letter from elected representatives of the Community, such as the mayor and/or council of a municipality. Solicit additional letters of support from Community organizations, clubs, groups, universities, etc.
4. Upon completion, send the application to DarkSky International staff for review of the document at least one month before the chosen submission deadline date. DarkSky International staff will confirm that the application is complete and ready for submission or return it with suggestions for improvements.
5. Submit the final application packet electronically in PDF and/or Microsoft Word format to DarkSky International staff for formal review. Submit in plenty of time for staff to review and prepare your application to make the bi-monthly deadline that you prefer, as found on the DarkSky website. Requests to rush applications will *not* be honored; planning ahead is essential if the Community wishes to meet a specific deadline.

TO BE INCLUDED IN IDSC APPLICATION PACKAGE

1. Map of the Community clearly indicating its legal boundaries, and basic factual information about the Community; *and*
2. Letters of nomination support by DarkSky qualified nominator and elected representatives of the Community such as the mayor and/or council; *and*
3. The Community's lighting policy, meeting the minimum requirements as stated in the "Minimum Requirements for All Communities" section; *and*
4. Documentation of examples of Community commitment and construction or renovation projects demonstrating effective application of the lighting policy; *and*

organizational member and self-nominate.

5. Proposed alternative wording for the IDSC (e.g., Dark Sky Village, Starry Sky City), if desired, with a justification for the request.

DARKSKY REVIEW PROCESS

Six application submission deadlines occur in each calendar year, commencing in January and continuing every other month. Before the Community's final application is submitted, it is highly recommended that the Community be in regular communication with the International Dark Sky Places Program Manager to perfect the application by the next application deadline.

The International Dark Sky Places Manager will forward applications to the International Dark Sky Places Committee (DSPC) for review. DSPC review lags the submission dates by one two-month cycle. The total elapsed time between deadline and final IDSC designation approval is approximately 10 weeks.

Endorsement of applications by the DSPC is by a 2/3 supermajority vote; otherwise, the DSPC will return applications with reasons for denial of an endorsement and specific recommendations for improvement. If endorsed, the applicants will be notified, and the International Dark Sky Places Program Manager will present the application to the DarkSky Board of Directors (BOD) for final review and approval. A waiting period of 10 calendar days then commences during which the Board of Directors has the right to deny IDSC status should it determine that any problems with the application exist.

If the BOD registers no objection within the waiting period, the IDSC designation is considered immediately awarded by DarkSky. The Community has the right to choose when the designation is made public, but it must organize the announcement to be made at the same time as the DarkSky public notice unless otherwise agreed by both parties. Along with the announcement notice, DarkSky will publish the Community's application on its website; by submitting the application, the Community acknowledges in advance that the application will be made publicly available. If an application is denied final approval by the DarkSky BOD, a letter will be sent to the applicant outlining elements of the application that need improvement along with specific recommendations for ways to remedy any problems the BOD identifies. Applications may be resubmitted for future consideration after remediation is complete. Resubmitted applications will be considered without prejudice.

DarkSky realizes that certain circumstances surrounding an IDSC application may cause some potential authors of letters of support (or opposition) to feel uneasy about publicly declaring their opinions about the IDSC designation. In the interest of providing the DSPC with as full a picture of Community sentiment about applications as possible, certain letters may be suppressed from online publication if it is felt that making the letters publicly available will subject their authors to retaliation or harassment. A prospective IDSC seeking this protection for letter-writers must make a formal written request. The International Dark Sky Places Program Manager must approve suppression of publication of any part of an application. Note that suppression of online publication does not prevent either the DSPC or the DarkSky BOD from reading all submitted letters.

POST-DESIGNATION REVIEW AND MAINTENANCE

The IDSC designation is not awarded in perpetuity. Rather, it is subject to regular review by DarkSky and possible revocation if the minimum program requirements are not maintained. More details may be found in the “Reassessment of IDSC Designation” section below.

To ensure that Communities remain exemplary in their protection and restoration of natural nighttime darkness, DarkSky will periodically reevaluate each site in the International Dark Sky Places Program. This is done to confirm that the Community continues to meet the minimum requirements and is making adequate progress toward LMP compliance goals outlined in this document.

Each designated IDSC must submit to DarkSky International a written report of its activities related to the maintenance of its designation on or before 1 October of each calendar year. The report is a short (typically less than 10-page) synopsis of the Community’s activities and initiatives during the intervening year.¹² The report should include dates and brief descriptions of any interpretive events, lighting retrofit projects, outreach efforts, etc. Samples of printed materials and press articles should also be included, if available.

Annual reports should not be burdensome to produce, as they are intended as a compilation of information accumulated throughout the year. Annual reports and supporting documentation must be submitted electronically to the International Dark Sky Places Program Manager in either PDF or Microsoft Word format. If the annual report is not received by DarkSky International in a timely fashion, DarkSky may suspend the site’s IDSC status until the annual reporting requirement has been met (see the following section). On or about 1 August and 1 September of each year, the International Dark Sky Places Program Manager will remind local contacts at each IDSC of the pending 1 October annual report submission deadline.

A designated IDSC is exempt from the annual reporting requirement in the calendar year in which the IDSC designation was awarded. If the designation is received after 1 October of a given calendar year, the IDSC’s first annual report to DarkSky International will be due on 1 October of the following calendar year.

REASSESSMENT OF IDSC DESIGNATIONS

From time to time, DarkSky receives comments from visitors to Communities that raise concerns about the veracity and timeliness of information provided to DarkSky by site administrators. DarkSky may, at its discretion, investigate claims in which it is alleged that IDSCs are not adhering to commitments made to DarkSky and to the public in their applications to the Program. This section details the DarkSky procedure for carrying out such investigations, and the rights of IDSCs in such matters.

An allegation of impropriety concerning any of the elements of participation in the Program outlined in this document is subject to DarkSky investigation and potential remedial action

¹² Examples of acceptable annual reports are available on the individual IDSC pages on the DarkSky website.

including temporary suspension and/or permanent revocation of the IDSC designation. DarkSky International staff shall perform due diligence in gathering facts concerning such allegations it deems credible, and will prepare a report of its findings for consideration by the DSPC. The DSPC commits to weighing the evidence fairly and impartially, and to seek to resolve disputes whenever possible through dialog. A Community subject to an investigation shall be notified in a timely manner and solicited for evidence contrary to the specifics of the allegation at hand. The Community will be given an opportunity to correct any deficiencies with regard to the Program guidelines established by the DarkSky investigation within a reasonable time period to be prescribed by the DSPC.

Failure to achieve consensus through these means risks a DSPC recommendation for suspension or revocation of the IDSC designation. If made, such a recommendation will be forwarded to the DarkSky Board of Directors for formal ratification before coming into force. The Board's decision on any disciplinary matters involving an IDSC shall be considered definitive and binding.

Any IDSC so investigated has the right to review the allegations against it and all factual information collected by DarkSky pertinent to the allegations.

REINSTATEMENT FOLLOWING SUSPENSION

If the DSPC recommends a suspension of a Community's IDSC designation and the Board ratifies the suspension, the Community administration shall be immediately notified. The status of a suspended IDSC shall be changed to "Provisional" in all DarkSky communications until the designation is reinstated or revoked; however, the process of obtaining reinstatement of a designation is not the same as that outlined in the "Provisional Status" section of these guidelines.

To obtain reinstatement of a suspended designation, the IDSC must provide evidence to the DSPC's satisfaction that the specific issues identified by the DSPC as grounds for the suspension have been corrected and that all Program guidelines are once again met. The DSPC will consider the evidence presented by the IDSC and render a judgment to:

- Accept the reinstatement petition; *or*
- Reject the petition and recommend revocation; *or*
- Return the petition with further instructions and a defined deadline for an IDSC response.

REVOCATION

A suspension left unresolved after one year from the date of the Board's assent to the suspension automatically becomes a permanent revocation. Revocation entails removal of the IDSC from DarkSky's roll of approved International Dark Sky Places, and from mention on the DarkSky website and in member and external communications. DarkSky reserves the right to take legal action against any former IDSC whose designation is duly revoked but continues to use the DarkSky name or logo in advertising, communications, and/or signage.



EXECUTIVE SUMMARY
7/16/2026

AGENDA SUBJECT:

Discuss and consider action on the purchase of two (2) replacement fire engines for the Fire Department, utilizing HGACBuy Contract FS12-23 from Siddons Martin Emergency Group, LLC in the amount of \$2,198,452.00; and authorize the City Manager to execute any and all necessary documents.

BACKGROUND:

The Fire Department budgeted for the replacement of two (2) 2016 Pierce fire engines, which are scheduled for replacement in fiscal year 2026. The two (2) engines being replaced are 10 years old. The replacement plan for the engines is to be used front line for 10 years and then move into reserve for an additional five (5) years, for a total of 15-year service life before being retired.

The price quoted is discounted for purchasing two (2) vehicles at once and discounted for paying the full amount at the time of placing the order for a total discount is \$329,274.00 (23% discount). There is a \$2,000.00 fee for utilizing the HGACBuy Contract. The estimated delivery time is 48 to 51 months.

Local Government Code §271.012: Cooperative Purchasing Program Participation, provides that a local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. HGACBuy Contract FS12-23 will be used to meet this requirement.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends City Council approve the purchase of two (2) replacement fire engines for the Fire Department, utilizing HGACBuy Contract FS12-23 from Siddons Martin Emergency Group, LLC in the amount of \$2,198,452.00; and authorize the City Manager to execute any and all necessary documents.

PRESENTER:

Billy Wusterhausen, Fire Chief

Fiscal Impact

<u>Amount requested:</u>	\$2,198,452.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New

Recurring or one-time:

One-time

Fund source (Operating / Utility / etc.):

Fleet Reserve Fund

Attachments:

1. Fire Engines quote

Siddons-Martin Emergency Group, LLC
 1506 Interstate 35 W
 Denton, TX, 76207-2402
 GDN P115891
 TxDMV Dealer License No. A173067

May 13, 2026

Todd Parton, City Manager
 City of Leander
 105 North Brushy Street
 Leander, TX, 78641



Proposal For: Two (2) Pierce Enforcer Pumpers

Siddons-Martin Emergency Group, LLC, is pleased to provide the following proposal to the City of Leander. Unit(s) will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB and training on the operation and use of the apparatus.

Description		Amount
Bid 1273: Two (2) Pierce Enforcer Pumpers		
Unit Price - \$1,262,863.00		
Delivery within 48-51 months of ordered date		
Quote - 0011505 - 4		
	Vehicle Price	\$2,525,726.00
	Full Prepay Discount	(\$303,974.00)
	Multi Truck Discount	(\$10,500.00)
	Pricing Level Discount	\$-14,800.00
1273 – Unit Total		\$2,196,452.00
Subtotal		\$2,196,452.00
HGAC FS12-23 (FIRE)		\$2,000.00
Total		\$2,198,452.00

Price guaranteed until 07/31/2026.

Prepayment Discount: To receive the prepayment discount(s), if quoted, above, the Customer must

pay the applicable prepayment invoice in full within forty-five (45) days of the invoice date, unless otherwise agreed in writing by Siddons-Martin Emergency Group.

Additional: This proposal is valid for Pierce Manufacturing Bid 1273. Multiple Truck Discount requires the purchase of two (2) or more units on the same proposal letter and / or purchase order. Full Prepay Discount requires payment in full within forty-five (45) days of receipt of the signed proposal letter and / or purchase order, whichever comes first. Pricing Level Discount requires purchase before August 1, 2026. This bid includes one (1) approval visit, and one (1) final inspection visit to the Pierce Manufacturing facility in Appleton, Wisconsin for three (3) Leander Fire Department personnel each. Additionally, this bid includes four (4) days of apparatus training provided by Siddons-Martin Emergency Group at Leander, TX.

Taxes: Tax is not included in this proposal. If the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Payment Terms: Unless otherwise specifically noted and agreed upon in writing by Siddons-Martin Emergency Group, all invoices are net due upon delivery and acceptance of the apparatus. Any alternate payment terms must be expressly approved in advance and documented in a signed agreement or purchase order executed by both parties. Payments not received when due shall be subject to the late fee provisions stated below, accruing from the date payment was due until paid in full. Siddons-Martin Emergency Group reserves the right to delay delivery, withhold release of title or documentation, or impose additional charges if agreed payment terms are not met. Title and ownership of the apparatus shall not transfer to the Customer until full payment has been received by Siddons-Martin Emergency Group.

If the apparatus and any associated loose equipment, poly components, or upfitting items are purchased under a single purchase order, Siddons-Martin Emergency Group will invoice for the total purchase price upon Customer's acceptance of the apparatus, excluding any ancillary, incidental, or non-essential outstanding items. For purposes of this Agreement, "outstanding items" may include, without limitation, loose equipment, accessories, minor apparatus upfitting, punch-list items, or post-delivery buildout components that do not materially impair the Apparatus's intended operational use.

If Customer requests delivery of loose equipment, poly components, or upfitting items prior to delivery of the apparatus, Siddons-Martin Emergency Group may condition such early delivery on advance payment of the total purchase price or written confirmation that such payment has been authorized by Customer.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due. After 30 days, the late fee increases to .044% per day until the payment is received.

Cancellation: In the event this proposal is accepted then cancelled or terminated by the Customer

before completion of the order (meaning before final acceptance, delivery, and payment in full for the apparatus), Siddons-Martin Emergency Group may assess a cancellation fee as liquidated damages to recover costs incurred. All cancellations must be submitted in writing and signed by an authorized representative of the Customer. The following schedule will be applied based on the stage of completion at the time of cancellation:

(A) 10% of the Purchase Price after the order is accepted and entered by the manufacturer;

(B) 20% of the Purchase Price after completion of preliminary engineering drawings prepared for Customer review ("Approval Drawings"), whether or not the Customer has yet approved such drawings;

(C) 30% of the Purchase Price upon any material requisition or the start of production.

(D) If cancellation occurs after the apparatus has entered the production process, the Customer will be responsible for the difference between the Purchase Price and any resale price obtained by Siddons-Martin Emergency Group, plus any costs incurred by Siddons-Martin Emergency Group to conduct such resale. Siddons-Martin Emergency Group will make reasonable efforts to mitigate such costs through resale to another purchaser.

For purposes of this section, "Purchase Price" means the total sale price of the apparatus, exclusive of taxes and any approved change order items not yet invoiced. The cancellation fee will increase accordingly as costs are incurred through engineering, materials procurement, or manufacturing. Invoices for cancellation fees are due within thirty (30) days of issuance. Any unpaid balance thereafter will accrue interest or late fees at the same rates and in the same manner as provided under the Late Fee section of this proposal.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons-Martin Emergency Group and Pierce Manufacturing will provide documentation of such an increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. Delivery updates will be made available, and a final delivery date will be provided as soon as possible.

Force Majeure: Siddons-Martin Emergency Group shall not be liable for any failure or delay in the performance of its obligations if such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, natural disasters, armed conflicts, acts of terrorism, labor disruptions, supply chain disruptions, governmental mandates, or any other events that are unforeseeable and unavoidable by Siddons-Martin Emergency Group. Should Siddons-Martin Emergency Group encounter such force majeure event, it shall promptly notify Customer in writing and shall use all reasonable efforts to mitigate the effects of the force majeure event and resume the

performance of its obligations as soon as practicable.

Purchase price may be subject to new or increased tariffs, duties, taxes, or other governmental charges levied against, or made applicable to, the vehicle or any component thereof after the date of this proposal. Should such fees be enacted prior to order completion, Siddons-Martin Emergency Group reserves the right to revise the final cost to reflect the additional fees and will provide notice of any such adjustment.

Acceptance: To ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the State of Louisiana. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

I, _____, the authorized representative of the City of Leander, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Customer Authorized Representative

Signature and Date

Sales Representative

 05/13/26

Signature and Date



EXECUTIVE SUMMARY
7/16/2026

AGENDA SUBJECT:

Discuss and consider action to award Solicitation CIPS26-001 to EZ Bel Construction, LLC for the construction and installation of a traffic signal at the intersection of Ronald W. Reagan Boulevard and Palmera Ridge Boulevard/ Vista Heights Drive (CIP T.85), in the amount of \$586,644.50; authorize the City Manager to execute any and all necessary documents; and authorize the City Manager to approve change orders not to exceed \$146,661.13.

BACKGROUND:

With regard to the increasing development and subsequent traffic concerns, the City hired Huitt-Zollars, Inc., in October 2021, to perform an analysis and corridor traffic study on Ronald W. Reagan Boulevard between Republic Trails/Journey Parkway and State Highway 29. Their study report, dated March 21, 2023, provided a recommendation to signalize the intersection and reconfigure pavement markings of Ronald W. Reagan Boulevard at Palmera Ridge Boulevard/Vista Heights Drive. Based upon the December 2021 traffic counts and anticipated use of the corridor.

After a warrant study in March 2024, the City of Leander engaged RPS Infrastructure, Inc. on January 16, 2025, to engineer and design the lane configurations, street markings, pedestrian amenities, and traffic signals, for this specific intersection. The City put those designs out for a competitive sealed solicitation, with proposals opened on March 26, 2026.

The City received and reviewed four (4) proposals. Subsequently, after review and verifying qualifications, EZ Bel Construction was found to be the best qualified value for the City for this project, with a proposed cost of \$586,644.50. Should this contract award be approved, the project is anticipated to be completed by September 2027.

HISTORY/TIMELINE:

October 2021 – City hired Huitt-Zollars, Inc. to conduct Ronald Reagan Corridor Study.

March 2023 – Huitt-Zollars completed corridor study.

March 2024 – Warrant study conducted.

January 2025 – City hired RPS Infrastructure, Inc. to engineer and design intersection improvements.

March 2026 – City received bids for intersection improvements.

APPLICANT/AGENT:

RECOMMENDATION:

City staff recommends City Council award Solicitation CIPS26-001 to EZ Bel Construction, LLC for the construction and installation of a traffic signal at the intersection of Ronald W. Reagan Boulevard and Palmera Ridge Boulevard/ Vista Heights Drive (CIP T.85), in the amount of \$586,644.50; authorize the City Manager to

execute any and all necessary documents; and authorize the City Manager to approve change orders not to exceed \$146,661.13.

PRESENTER:

Tony Bettis, CIP Program Manager

	<u>Fiscal Impact</u>
<u>Amount requested:</u>	\$586,644.50
<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>	Traffic Impact Fee Fund; Certificates of Obligations Series 2024-A and Series 2025

-
- Attachments:**
1. EZBel Agreement
 2. Bid Tab CIPS26-001
 3. CIPS26-001 Engineer's Award Recommendation

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is by and between **CITY OF LEANDER, a Texas Municipal Corporation** ("Owner") and E-Z Bel Construction, LLC ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents which are as follows:

- A. This Agreement Between Owner and Contractor
- B. Standard General Conditions of the Construction Contract (as amended)
- C. Performance Bond
- D. Payment Bond
- E. Specifications
- F. Drawings
- G. Maintenance Bond
- H. Supplementary Conditions
- I. Solicitation
- J. Addendum(s)

1.02 The Work is generally described as follows:

Installation of temporary erosion control measures, new traffic signal and signal timings, advance flashing beacon assembly, new curb ramps and new pavement striping and signage installation at the intersection of Ronald W Regan Blvd and Palmera Ridge Blvd/ Vista Heights Drive, Leander,

TX. The Contractor shall furnish all labor, materials, equipment, and incidentals required for the entirety of the work as shown on the Drawings and Specifications.

ARTICLE 2—THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

T.85: Traffic Signal – Intersection of Ronald W Reagan Blvd and Palmera Ridge Blvd/Vista Heights Drive

ARTICLE 3—ENGINEER

- 3.01 The Project has been designed by the following Engineer:

**Tetra Tech, Inc
4801 Southwest Parkway, Pkwy 1, Suite 185
Austin, TX 78735
512-338-1667**

Tetra Tech (Engineer) whose engineer of record has affixed its seal to the drawings and specifications. The Engineer shall act as Owner's representative, assume all duties and responsibilities of Engineer provided in the Contract Documents, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIME

- 4.01 *Time is of the Essence*

A. Time limits stated in the Contract Documents are of the essence of the Contract. In all aspects of the Work, including any time limits for Milestones, Substantial Completion, and Final Completion, time is of the essence of the Contract. Additionally, time limits stated in the Project Schedule are of the essence. By executing this Contract Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

- 4.02 *Contract Time: Days to Achieve Substantial and final Completion*

A. The Work will be substantially complete on or before **one-hundred twenty (120) days** from the date of commencement as stated in the Notice to Proceed. The Work will be finally complete and ready for final payment in accordance with the Contract Documents on or before **thirty (30) days** from the date of substantially complete.

- 4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Work is not completed within the Contract Time. The parties

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (\$586,644.50).

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also recognize that quantification of the Owner's actual damages for delay are inherently difficult to predict because such damages include, but are not limited to, lost revenue, internal staffing costs, consultant fees, fines and penalties of regulatory authorities; financing costs and professional fees. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner one thousand dollars and zero cent **(1,000.00)** for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner one-thousand dollars **(\$1,000.00)** for each calendar day that expires after such time until the Work is completed and ready for final payment.
3. *Milestones:* Contractor shall pay Owner one-thousand dollars **(\$1,000.00)** for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
5. **Additional Language. Determine inclusion on a project by project basis**

Owner may, at any time, forgo collection of liquidated damages and seek recovery of all damages incurred as a result of the Contractor's failure to complete the Project timely. If Owner so elects, then it shall be required to provide evidence of costs incurred with notices of withholding or demands for reimbursement. Owner shall not be constrained or restricted in the type or category of loss by the language in the above liquidated damages clause or elsewhere in the Contract Documents.

- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.
- C. If Owner is prevented from recovery of liquidated damages, or Owner unilaterally elects to forgo recovery of liquidated damages, then Contractor shall be liable to Owner for all damages resulting from Contractor caused delay.

4.06 Application of Liquidated Damages

- A. The Parties agree that the liquidated damages are intended to reimburse Owner for damages due to delay. Liquidated damages are independent of other damages to which Owner may be entitled pursuant to the Contract Documents.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work, in accordance with the Contract Documents, the amounts that follow, subject to adjustment as provided in the Contract Documents:

A. The total Contract Price for all Work is **five hundred and eighty-six thousand, six hundred and forty-four dollars and fifty cents (\$586,644.50)**, subject to adjustment as provided in the Contract Documents. The Contract Price is derived from the Contractor's Bid Form, attached hereto as **Exhibit "A"** to this Agreement. The Contract Price shall be determined and paid by the character of the Work, as described below:

1. For all Unit Price Work: an amount equal to the sum of the extended prices pursuant to section 13.03 of the General Conditions.
2. For all Stipulated Sum and/or Lump Sum Work: an amount equal to the price reflected on the Bid Form for each portion of the Work payable based on a lump sum.
3. For all Work billed as Cost of the Work, an amount equal to the permitted amounts as stated in section 13.01 of the General Conditions.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **30th** day from Owner approval of Application for Payment of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions or, as may be provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **Ninety-Five (95)** percent of the value of the Work completed (with the balance being retainage).
 - b. **Eighty (80)** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **Ninety-Five (95)** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less

Five (5) percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

- A. Accrual and payment of interest shall be governed by chapter 2251 of the Texas Government Code.

ARTICLE 7—CONTRACTOR REPRESENTATIONS

7.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents and other related documents and Technical Data provided with the Bid Documents.
 - 2. Contractor has visited the Site and adjacent areas, has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to the content and applicability of all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
 - 5. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 7. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the

Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

8. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof—by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8—ADDITIONAL STIPULATIONS, DISCLAIMERS, AND GENERAL PROVISIONS

8.01 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, as amended.

8.02 Additional Provisions

- A. *Contract Interpretation.* Although drawn by Owner, both parties hereto expressly agree and assert that in the event of any dispute over its meaning or application, this Agreement shall be interpreted reasonably and fairly, and neither more strongly for nor against either party.
- B. *Controlling Law and Venue.* This Agreement is to be governed by and shall be construed in accordance with the laws of the State of Texas without regard to conflicts of law principles, thereof. Proper venue for any dispute or litigation shall be only in Williamson County, Texas.
- C. *Defined Terms.* Terms used in this Agreement have the meaning stated in the General Conditions.
- D. *Assignment of Contract.* No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Should an assignment occur, the terms of this provision survive and control any further assignment by an assignee.
- E. *Successors and Assigns.* Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- F. *Severability.* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof

with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- G. Survival. All provisions in the Contract Documents governing dispute resolution survive termination of the Contract. Unless expressly stated to survive termination all provisions in the Contract Documents, and all rights, responsibilities, obligations, remedies, claims and causes of action arising therefrom cease at termination.

8.03 Statutory Disclaimers

- D. To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code, as amended.
- E. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- F. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity’s constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).
- G. Contractor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” means: (i) refuse to engage in the trade of any goods or services with the entity or association based

solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- H. Texas law requires that business entities, as defined in Texas Government Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Contractor hereunder, Contractor shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.
- I. Pursuant to Subchapter J, Chapter 552, Texas Government Code, Contractor shall:
- i. Preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the City for the duration of the Agreement;
 - ii. Promptly provide to the City any contracting information related to the Agreement that is in the custody or possession of the entity on request of the City; and
 - iii. On completion of the Agreement, either:
 1. Provide at no cost to the City all contracting information related to the Agreement that is in the custody or possession of the Contractor; or
 2. Preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the governmental body.

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

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

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

Owner:

CITY OF LEANDER

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Todd Parton

(typed or printed)

Title: City Manager

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Contractor:

E-Z Bel Construction, LLC

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Stephen Park

(typed or printed)

Title: CEO

(typed or printed)

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

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

203 Beckett Rd
San Antonio Tx 78216

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (\$586,644.50).

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Bid Summary

Bidder	Total Base Bid Amount	Rank	Difference from Low Bid (\$)	Difference from Low Bid (%)
ATSCC, LLC.	\$ 1,211,677.00	4	\$ 625,032.50	51.6%
DENUCCI CONSTRUCTORS	\$ 999,738.35	3	\$ 413,093.85	34.1%
ELECNR BELCO ELECTRIC	\$ 797,633.40	2	\$ 210,988.90	17.4%
E-Z BEL CONSTRUCTION	\$ 586,644.50	1	\$ -	0.0%

Approved by: *Victor Castillo*

Victor Castillo, Purchasing Manager City Of Leander



4801 Southwest Parkway,
Parkway 1, Suite 185
Austin TX 78735
T +1 512 529 3321

April 9, 2026

Russell Alabastro
CIP Project Manager
City of Leander
ralabastro@leandertx.gov
(512) 528-2713

**RE: Recommendation for Award – Ronald W Reagan Blvd and Palmera Ridge/ Vista Heights Drive
Traffic Signal Improvements**

Dear Mr. Alabastro,

Four (4) bids for the above-referenced project were opened on March 26, 2026, from:

- ATSCC, LLC.
- DeNucci Constructors, LLC.
- Elecnor Belco Electric, Inc.
- E-Z Bel Construction, LLC.

Tetra Tech has tabulated and reviewed all bids. After confirming the bids and the references provided by each of the listed bidders, Tetra Tech recommends E-Z Bel Construction, LLC, with a total bid of \$586,644.50. E-Z Bel Construction, LLC is based in San Antonio, Texas, and has completed traffic signal work for both the Texas Department of Transportation (TxDOT) and the City of San Antonio (CoSA). Per Tetra Tech's inquiries, E-Z Bel Construction, LLC has received positive feedback and recommendations from their provided references.

Please see the associated bid tabulation spreadsheet for a summary of all four (4) bids. Please do not hesitate to reach out to me if you have any questions regarding this recommendation.

Sincerely,

A handwritten signature in blue ink that reads 'Tony Do'.

Tony Do, PE
Project Manager
Tony.Do@tetrattech.com



EXECUTIVE SUMMARY
7/16/2026

AGENDA SUBJECT:

Discuss and consider action on a Resolution designating the City of Leander as a Purple Heart City and authorizing participation in the Military Order of the Purple Heart Purple Heart City Program in recognition of the service and sacrifice of Purple Heart recipients and all members of the United States Armed Forces.

BACKGROUND:

The Purple Heart is the oldest military decoration in present use and is awarded in the name of the President of the United States to members of the Armed Forces who are wounded or killed by enemy action while serving our nation. The designation of a Purple Heart City is a symbolic recognition program administered through the Military Order of the Purple Heart that honors the sacrifices of Purple Heart recipients and demonstrates a community's commitment to recognizing military service and sacrifice.

The proposed Resolution would designate the City of Leander as a Purple Heart City and formally recognize the courage, sacrifice, and dedication of Purple Heart recipients residing in or connected to the community. Participation in the program may include the installation of Purple Heart City signage at key entry points into the city, public recognition of Purple Heart recipients, and support for educational and commemorative efforts that honor veterans and military families.

Leander has a long history of supporting veterans, active-duty military personnel, reservists, National Guard members, and military families. Designation as a Purple Heart City would further demonstrate the City's appreciation for those who have been wounded or made the ultimate sacrifice while serving the United States.

The Purple Heart traces its origins to the Badge of Military Merit established by General George Washington in 1782. The modern Purple Heart medal was established in 1932 and is awarded to members of the United States Armed Forces wounded or killed in combat-related actions. The Military Order of the Purple Heart established the Purple Heart City Program to encourage communities throughout the nation to formally recognize Purple Heart recipients.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Recommend approval of the Resolution designating the City of Leander as a Purple Heart City and authorize the participation in the Military Order of the Purple Heart Purple Heart City Program in recognition of the service and sacrifice of Purple Heart recipients and all members of the United States Armed Forces.

PRESENTER:

Council Directive

Fiscal Impact

Fiscal impact is anticipated to be minimal. Costs associated with the designation may include the purchase and installation of Purple Heart City signage and related recognition materials. Funding, if required, will be addressed through the appropriate departmental budget and procurement processes.

Attachments:

1. Resolution Purple Heart

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, DESIGNATING THE CITY OF LEANDER AS A PURPLE HEART CITY AND AUTHORIZING PARTICIPATION IN THE MILITARY ORDER OF THE PURPLE HEART PURPLE HEART CITY PROGRAM IN RECOGNITION OF THE SERVICE AND SACRIFICE OF PURPLE HEART RECIPIENTS AND ALL MEMBERS OF THE UNITED STATES ARMED FORCES.

WHEREAS, the city of Leander has always supported its military veteran population; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of the Public Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly – make sure we never forget; and

WHEREAS, the City appreciates the sacrifices our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor and support they have earned.

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

Section 1. The City of Leander, shall hereafter be known as a “Purple Heart City”.

Section 2. The City of Leander recognizes and honors Purple Heart Recipients who have sacrificed in defense of our nation’s freedoms.

Section 3. That the citizens of Leander are encouraged to join in showing appreciation for all recipients of the distinguished Purple Heart Medal.

DULY PASSED AND APPROVED this 16th day of July 2026.

ATTEST:

THE CITY OF LEANDER:

Dara Crabtree, City Secretary

Na’Cole Thompson, Mayor

Committee Review

June Presentation

Five committee-structure decisions.



WHERE THE ANNUAL CYCLE BEGINS

Annual Community Planning Group

OCT 1 – DEC 31

Resident voice feeds the Spring Steering Workshop.

WHAT YOU START WITH

- Prior year community survey results
- City-wide initiatives & departmental priorities
- Economic research outputs
- Historic preservation concerns

WHAT YOU DO

- Staff collects & synthesizes data pre-meeting
- Staff-facilitated public sessions
- All-channel outreach (not just social media)
- Focus group ≠ standing board · no monthly burden

WHAT YOU GET

- Defined major priority areas for coming year
- Feeds directly into Spring Steering Workshop
- Annual advocacy window for HPC & LPACC
- Institutionalized memory via annual cycle



Flows directly into **Recommendation 1** · the Spring Steering Workshop, which sets advisory priorities for the Oct–Sep budget year.

1

RECOMMENDATION ONE

Committee Steering Process

Fed by the fall focus group · sets the rhythm for the full year.



SPRING

Steering Workshop

Jan / Apr · Calendar & task alignment with the Oct–Sep budget year



QUARTERLY

Update Workshops

Jun · Sep · Nov · Feb — recaps, task status, specific needs



ONGOING

Focus Groups

Event-driven · defined start & end · reduced open-meetings burden



Statutory Boards

Operate as-is with defined training plans · not affected by this model



Austin (2013–15) used this same steering-and-reset model during their district-Council transition. **TOMA applicability** confirmed with City Attorney before launch.

Focus Groups & Member Selection

Time-bound. Skills-based. Sunset clause.

THE MODEL ALREADY WORKS HERE

MLK Event

Defined start/end · flows through City personnel · sunset or renewed by Council

Juneteenth

Event-driven scope · clear deliverables · light open-meetings burden

Art Fest

Annual cycle · skills-first volunteers · institutional knowledge captured

SELECTION CRITERIA · CODIFIED

Sector expertise

Director / Senior Manager level OR demonstrated practical experience

Time commitment

Approximately 12 hours per month

PRECEDENT

San Marcos Ord. 2025-16

Amended its Human Services Advisory Board to accept practical leadership experience as a credential, opening seats to lived-experience voices.

3

RECOMMENDATION THREE

Parks ↔ LPACC — Resolution Path

Parks owns the place. LPACC owns the art. Joint = single lead + one consult.

PARKS BOARD	LPACC	JOINT PROJECTS
Primary For • Park system planning • Facilities investment • Fees & charges • Special use logistics • Real estate & operations lens	Primary For • Public art siting & design • Artist selection process • Culture programming content • Art funding mechanisms • Artistic & cultural content lens	Single Lead + One Consult • One board leads • Other provides single defined consult • One meeting OR written input • Consistent with LPACC's existing coordination mandate



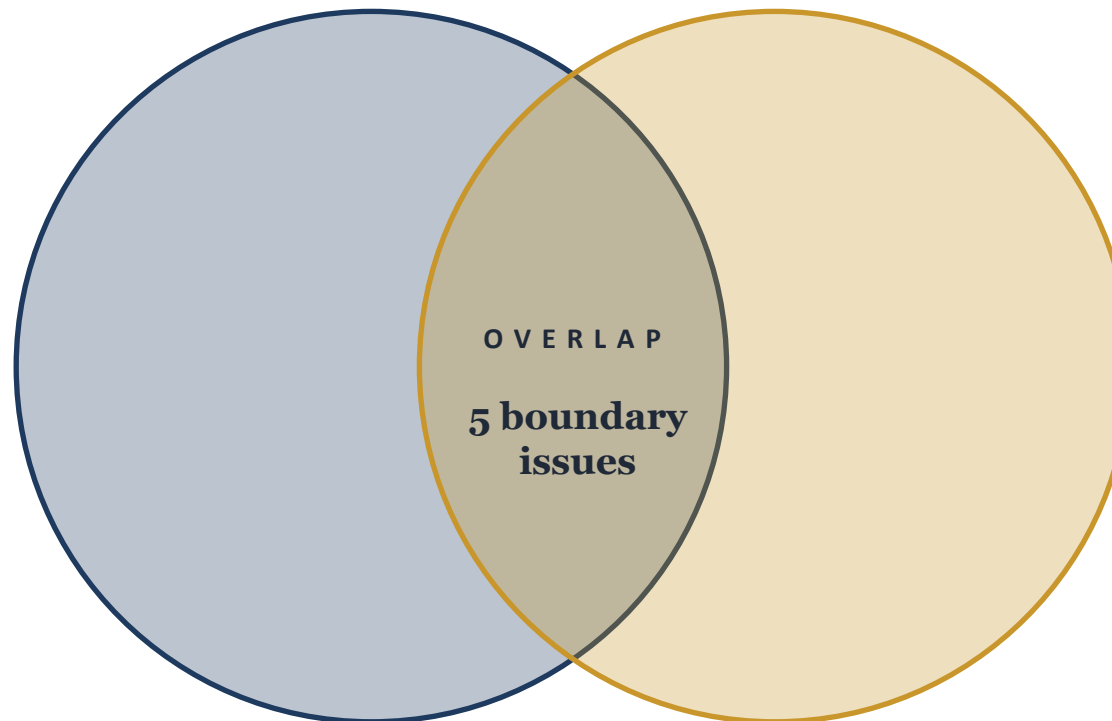
Workflow memo • no ordinance change • **Georgetown (2020)** split a combined utility advisory body using the same lane-clarity fix.

Parks Board ↔ LPACC — Overlap

Two boards. Same physical spaces. Five boundary issues.

PARKS BOARD

LPACC



THE FIVE BOUNDARY ISSUES

- 1 Arts & Culture in Parks**
Both boards have ordinance hooks on park-based events
- 2 Public Engagement**
Two input pipelines for the same project
- 3 Capital / Master Planning**
Park gateways/memorials trigger dual site authority
- 4 Special Use / Events**
Ticketed arts events in parks trigger both reviews
- 5 Budget & Funding**
Fees, grants, and dept. submissions overlap on same programs

4

RECOMMENDATION FOUR

Historical Preservation — ESRG Pilot Path

Lane clarity now. Structural decision in Year 2 — grounded in evidence.



YEAR 1 · PILOT

Lane Clarity in Practice

- HPC keeps its charter, terms, and regulatory review authority
- HPC chair sits ex-officio on ESRG Character Preservation work
- Workflow memo: HPC owns historic identity · ESRG owns market data
- Joint matters use single-lead-plus-one-consult (Parks/LPACC model)
- **Instrument: policy memo · no ordinance change**



YEAR 2 · DECISION

Evaluated Against Set Criteria

- ESRG Q4 report delivers structural recommendation with evidence
- Did HPC and ESRG identify joint work that was actually duplicative?
- Did the consult model create delays or work smoothly?
- Did HPC's regulatory functions create friction with advisory work?
- **Council outcomes: continue lane clarity · modified integration · or full consolidation**

LOCKED IN TONIGHT · FOUR PRE-CONDITIONS



Structural question named as explicit ESRG Q4 deliverable



Year-2 evaluation criteria set tonight, not retrofitted later



CLG feasibility resolved by City Attorney before pilot launch



HPC informed transparently from day one — Kat's seat at the table

Economic Strategy Research Group

MISSION

Convert resident professional expertise into actionable market data — a force multiplier for economic development without requiring a Type A or B EDC.

FOUR FOCUS AREAS



Commercial Corridors

Market readiness of Ronald Reagan, Hero Way.
Potential Retail leakage analysis.



District Activation

Old Town walkability and local character. Emerging
Centers and TOD with high-density transit links.



Infrastructure ROI

How water, wastewater, and broadband gaps deter
investment. Capacity aligned with high-yield targets.



Character Preservation

Place-based strategies ensuring new development feels
like Leander — coordinating with HPC (see Rec 4).



ESRG CONTINUED

Membership & Governance



RECOMMENDED

12-Month Skills Based Focus Group

SEVEN-MEMBER SKILLS-FIRST ROSTER

ROLE	IDEAL EXPERTISE
Real Estate	Commercial brokerage or land use in Williamson County
Finance	Small business lending or municipal finance
Industry	Tech, light industrial, or medical sector representative
Local Business	One Old Town owner; one major Corridor owner
Technical	Urban planning, civil engineering, or data science
Economics	Economics instructor, professor, or budget analyst
Youth / Intern	HS Senior or ACC / university economics student

12-MONTH DELIVERABLES

- Q1

The Snapshot
Retail leakage & job-to-housing ratios
- Q2

District Profiles
Pitch sheets for Old Town & Centers
- Q3

Action Plan
3–5 economic recommendations to Council
- Q4

Structural Review
HPC consolidation recommendation with evidence

Five Recommendations • One Map

Each recommendation listed with the instrument that moves it.

1	Adopt Committee Steering Process Annual cycle fed by fall Community Planning Focus Group; quarterly updates aligned to budget cycle.	RESOLUTION
2	Codify Focus Group Structure & Selection Time-bound, skills-first; practical experience explicitly recognized.	RESOLUTION
3	Resolve Parks / LPACC Overlap Workflow memo • Parks owns place, LPACC owns art, joint = single lead + one consult.	POLICY MEMO
4	HPC / ESRG Pilot Path: Lane Clarity + Year-2 Structural Review Ex-officio link to ESRG; Year-2 consolidation decision evaluated against pre-set criteria.	POLICY MEMO
5	Launch ESRG as 12-Month SME Task Force 7-member roster, four phased deliverables including Q4 HPC structural review.	CITY ATTORNEY REVIEW

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BEFORE LAUNCH

Items for City Attorney Review

Five legal questions resolved before any new body or pilot path moves forward.

1

TOMA Applicability

Whether focus groups supervised by staff fall outside Texas Open Meetings Act posting requirements.

2

Sub-committee Meeting Rules

How sub-groups within ESGR or focus groups can meet to draft work product without separately triggering posting requirements.

3

PIA Archival

What records ESGR and focus groups must retain under the Public Information Act.

4

Advisory-Only Status Definition

Formal definition so ESGR work product cannot be construed as binding direction to staff or Council.

5

CLG Status & HPC Pilot-Path Feasibility NEW · REQUIRED FOR REC 4

Whether Leander's HPC holds Certified Local Government status with the Texas Historical Commission, and whether any Year-2 structural change would jeopardize CLG eligibility or related grants. Must be answered before pilot launch.



All five resolved in writing before any first meeting. No exceptions.

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WHY THIS DIRECTION

Mapping Feedback to Recommendations

Every concern raised in stakeholder review traces to a specific recommendation.

MARCIA

ASKED FOR

Multi-channel comms + volunteer recognition built into the calendar



Addressed by **Rec 1 (Annual Planning + Steering)**

KAT (HPC)

ASKED FOR

Staff engagement minimum + scope affirmation step + grant research



Addressed by **Rec 4 — and ex-officio seat on ESG**

ANDY

ASKED FOR

Old Town & park activation as ESG focus + resident input preserved



Addressed by **Recs 1 & 5 (Annual Planning + ESG)**

STEVE

ASKED FOR

Deliverables accountability clause + annual vetting at steering workshop



Addressed by **Rec 1**

Marcia & Kat (joint): Public-private partnership added as explicit deliverable category in the annual calendar.